



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, October 19, 2022 • 5:00 PM

Mayor
Roy Edgington

City Council
Ward 1 - Raymond Lacy
Ward 2 - Felicity Zoberski
Ward 3 - Stan Lau
Ward 4 - Albert Torres
Ward 5 - Fran McKay

City Manager
Patrick Marsh

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 found at <https://www.cityoffernley.org/forms>, 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 by 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. Roll Call

1.2. Public Forum

1.3. (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 the Voucher Report

2.2. (Possible Action) Approval of Minutes from October 5, 2022

2.3. (Possible Action) Approval of Business Licenses

2.4. Possible Action to award a contract to Lumos & Associates for Preliminary Engineering Report (PER) Services for the East Wastewater Treatment Plant for an amount not to exceed \$85,000

2.5. Possible Action to approve a will-serve commitment for The Meadows at Inglewood Building H Unit 115 & 120 of .34 ERC's for Water and 1.16 ERC's for Sewer for Lyon County Parcel 020-341-11 located at 1044 Inglewood Drive Building H Unit 115 & 120, Fernley, NV

2.6. Possible Action to Award a Contract for Engineering Services for the FY 22/23 PMP Maintenance Project, to Lumos and Associates, Inc., in an amount not to exceed \$251,200

2.7. Possible Action to approve the Medical and Recreational Cannabis Cultivation licenses for West118 Investments, LLC

2.8. Possible Action to approve the Medical and Recreational Cannabis Production licenses for West118 Investments, LLC

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. ORDINANCES

4.1. First Reading, Introduction of Bill # 318 (ZMA22008)

Consideration and possible action to introduce Bill # 318 as an ordinance for a Zoning Map Amendment request to change the zoning on a site ±83.9-acres and generally located north of Farm District Road at the intersection of Clearwater Parkway (APN: 021-341-18) from RR1 (Residential - Rural, 1-acre minimum) to ±68.4-acres of SF6 (Residential - Single-Family, 6,000 square feet minimum) and ±15.5-acres of MDR14 (Medium Density Residential, 14 dwelling units per acre).

5. PUBLIC HEARINGS

5.1. Public Hearing – Zoning Map Amendment (ZMA22007) & Tentative Subdivision Map (TSM22006)

Consideration and possible action on a Zoning Map Amendment and Tentative Subdivision Map request on a site approximately 8.63 acres in size generally located approximately 1,300 feet east of the intersection of US 50A/US95A and Desert Shadows Lane with an address of 610 Desert Shadows Lane, Fernley, NV. (APN: 021-541-56)

1. To change the zoning from SF20 (Residential – Single-Family, 20,000 square feet minimum lot size) to SF12 (Residential – Single-Family, 12,000 square feet minimum lot size)
2. To allow for the development of a 23-lot single family residential subdivision.

5.2. Public Hearing – MPA22003 & ZMA22008

Consideration and possible action on a Master Plan Amendment and Zoning Map Amendment request for a site ±83.9 acres in size generally located north of Farm District Road at the intersection of Clearwater Parkway. (APN: 021-341-18)

A Master Plan Amendment request to change the land use on a ±15.5-acre portion of the project site from Single Family Residential (SFR) to Mixed Residential (MR).

A Zoning Map Amendment request to change the zoning on a ±68.4-acre portion of the project site from RR1 (Residential Rural, 1-acre minimum) to SF6 (Single Family Residential) and to change the zoning on a ±15.5-acre portion of the project site from RR1 (Residential Rural, 1-acre minimum) to MDR14 (Medium Density Residential, 14 dwelling units per acre maximum).

6. STAFF REPORTS

- 6.1. Possible Action to discuss a contract for employment services between the City of Fernley and Patrick Marsh as the City Manager.

7. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

- 7.1. Possible action and discussion regarding a future agenda item to explore the possibility of the City partnering with the library for community outreach projects. (Councilwoman Zoberski)

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: November 2nd @ 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
AIR MED CARE NETWORK								
8863	AIR MED CARE NETWORK	17253-10042022	Air Med Membership	10/04/2022	32.00		100-425-240 Group Insurance	1022
Total 8863:					32.00			
ALHAMBRA								
4688	ALHAMBRA	7661929092922	Shop - Bottled Water Service	09/29/2022	347.14	10/06/2022	510-810-614 Supplies-Plant/Shop/Maint	922
Total 4688:					347.14			
ARAMARK								
1895	ARAMARK	5980029724	Shop - WD Pants Service	09/26/2022	46.46	10/06/2022	510-810-614 Supplies-Plant/Shop/Maint	922
1895	ARAMARK	5980031955	Shop - WD Pants Service	10/03/2022	46.46		510-810-614 Supplies-Plant/Shop/Maint	1022
1895	ARAMARK	5980031971	shirt contract	10/03/2022	39.66	10/06/2022	100-480-600 GENERAL SUPPLIES/TOOLS	1022
1895	ARAMARK	5980031974	uniforms	10/03/2022	39.77	10/06/2022	100-475-616 Supplies-Safety	1022
1895	ARAMARK	5980033286	shop mat service	10/06/2022	82.10		510-810-614 Supplies-Plant/Shop/Maint	1022
1895	ARAMARK	5980033313	rags and rugs	10/06/2022	95.53		510-840-420 Contract Services	1022
1895	ARAMARK	5980033339	Mats	10/06/2022	159.58		100-417-420 Contract Services	1022
1895	ARAMARK	5980033848	Shop - WD Pants Service	10/10/2022	46.46		510-810-614 Supplies-Plant/Shop/Maint	1022
1895	ARAMARK	5980033863	uniforms	10/10/2022	39.77		100-475-616 Supplies-Safety	1022
Total 1895:					595.79			
AT&T								
13	AT&T	53740 AUG 22	775 575-5455 374 0	07/26/2022	3,013.95	08/17/2022	100-417-530 Communications (Internet,Cell)	722
13	AT&T	53740 SEP 22	775 575-5455 374 0	08/26/2022	1,861.19	09/19/2022	100-417-530 Communications (Internet,Cell)	822
13	AT&T	74368 SEP 22	775 575-7187 436 8	08/26/2022	1,142.36	09/19/2022	100-417-530 Communications (Internet,Cell)	822
13	AT&T	81650 SEP 22	775 835-8598 165 0	08/26/2022	4,045.17	09/19/2022	100-417-530 Communications (Internet,Cell)	822
13	AT&T	85367 SEP 22	775 575-9058 536 7	08/26/2022	1,142.36	09/19/2022	100-417-530 Communications (Internet,Cell)	822
13	AT&T	98670 SEP 22	775-786-2229 867 0	09/20/2022	2,354.46	10/12/2022	100-417-530 Communications (Internet,Cell)	922
Total 13:					13,559.49			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 OCT22	Oct 22 Long Distance	10/04/2022	1,044.24		100-417-530 Communications (Internet,Cell)	1022
Total 448:					1,044.24			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ATLAS COPCO USA HOLDINGS INC								
5884	ATLAS COPCO USA HOLDINGS INC	1122096071	MF Replacement compressors	09/22/2022	25,189.65	10/06/2022	510-840-430 Service-Repair and Maintenance	922
Total 5884:					25,189.65			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	42314	batteries for fleet	09/28/2022	250.00	10/06/2022	510-810-610 Automotive Supplies	922
Total 8868:					250.00			
BATTERIES PLUS								
16	BATTERIES PLUS	P55718607	Building 2 fire alarm backup batteries	10/06/2022	138.64		510-840-614 Plant/Shop/Maint. Supplies	1022
Total 16:					138.64			
BATTLE BORN VENTURES, LLC								
7438	BATTLE BORN VENTURES, LLC	202286	Surveying for Parcel creation for Well 11 (easement) from Par	10/06/2022	5,000.00	10/06/2022	100-417-322 Prof Serv-Other	1022
Total 7438:					5,000.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	15389/5	adapter and socket adapter	09/29/2022	20.98	10/06/2022	100-575-600 General Supplies	922
20	BIG R OF FERNLEY	15393/5	bolts nuts and washers for street signs	09/29/2022	126.32	10/06/2022	100-475-615 Supplies-Signs and Striping	922
20	BIG R OF FERNLEY	15398/5	batteries and misc	09/30/2022	54.95	10/06/2022	100-475-600 General Supplies	922
20	BIG R OF FERNLEY	15400/5	safety glasses sanding disc.	09/30/2022	27.73	10/06/2022	100-575-600 General Supplies	922
20	BIG R OF FERNLEY	15405/5	battery	09/30/2022	29.94	10/06/2022	100-475-600 General Supplies	922
20	BIG R OF FERNLEY	15406/5	bolt-nut washer misc.	09/30/2022	13.64	10/06/2022	100-575-600 General Supplies	922
20	BIG R OF FERNLEY	15419/5	step stool	10/04/2022	45.99	10/06/2022	100-480-600 GENERAL SUPPLIES/TOOLS	1022
20	BIG R OF FERNLEY	15422/5	misc supplies for Green Valley park sign	10/04/2022	104.42		100-575-600 General Supplies	1022
20	BIG R OF FERNLEY	15430/5	WTP Supplies	10/05/2022	31.46	10/06/2022	510-840-614 Plant/Shop/Maint. Supplies	1022
20	BIG R OF FERNLEY	15450/5	Hardware for Fire Hydrant Shoe	10/07/2022	11.17		510-810-614 Supplies-Plant/Shop/Maint	1022
Total 20:					466.60			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	092722-3	Endel name plate	10/18/2022	27.40		100-605-601 Office Supplies	1022
6970	BOB'S PRINTING AND SIGNAGE	092722-3	Moxley name plate	10/18/2022	27.40		100-413-550 Printing and Postage	1022
6970	BOB'S PRINTING AND SIGNAGE	72022-2	METER TECH SHIRTS	08/02/2022	123.96		510-810-601 Office Supplies	822
6970	BOB'S PRINTING AND SIGNAGE	81622-2	IN HOUSE BILLING ENVELOPES	09/27/2022	846.00	10/06/2022	520-810-550 Printing and Postage	922
6970	BOB'S PRINTING AND SIGNAGE	81622-2	IN HOUSE BILLING ENVELOPES	09/27/2022	846.00	10/06/2022	510-810-550 Printing and Postage	922
6970	BOB'S PRINTING AND SIGNAGE	91022-3	Name plates for planning	09/26/2022	74.80		100-610-550 Printing and Postage	922
6970	BOB'S PRINTING AND SIGNAGE	91322-1	IN HOUSE ENVELOPES	10/11/2022	1,230.00		510-810-550 Printing and Postage	1022
6970	BOB'S PRINTING AND SIGNAGE	91322-1	IN HOUSE ENVELOPES	10/11/2022	1,230.00		520-810-550 Printing and Postage	1022
6970	BOB'S PRINTING AND SIGNAGE	92022-1	CMO name plates	09/27/2022	55.84		100-413-550 Printing and Postage	922

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
6970	BOB'S PRINTING AND SIGNAGE	92022-1	Bldg name plates	09/27/2022	47.40		100-605-550 Printing and Postage	922
6970	BOB'S PRINTING AND SIGNAGE	92322-3	CMO Business cards	09/29/2022	60.00		100-413-550 Printing and Postage	922
6970	BOB'S PRINTING AND SIGNAGE	92722-2	Business cards for Rachel and Charity	10/11/2022	110.00		100-605-601 Office Supplies	1022
Total 6970:					4,678.80			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	7597164	TP; towels	10/07/2022	227.53		100-417-612 Building Maintenance Supplies	1022
Total 8837:					227.53			
CALIFORNIA GENERATOR SERVICE								
5935	CALIFORNIA GENERATOR SERVICE	60704	Hwy 50 Generator block heater replaced	10/11/2022	3,309.75		520-810-430 Service-Repair and Maintenance	1022
5935	CALIFORNIA GENERATOR SERVICE	60713	Well 13 - Generator Repair	10/11/2022	584.25		510-810-430 Repairs & Maintenance	1022
5935	CALIFORNIA GENERATOR SERVICE	60744	TMAI generator repair	10/11/2022	1,131.00		520-810-430 Service-Repair and Maintenance	1022
5935	CALIFORNIA GENERATOR SERVICE	60764	Well 14 - Backup Generator Repair	08/23/2022	4,699.00		510-810-430 Repairs & Maintenance	822
Total 5935:					9,724.00			
CASELLE, INC.								
26	CASELLE, INC.	117154	Annl Supp, Maint & Upgrades 7/1/22 to 6/30/23	10/11/2022	35,815.00		100-418-342 Tech Services-Other	1022
Total 26:					35,815.00			
CC CLEANING SERVICE, LLC								
8913	CC CLEANING SERVICE, LLC	#003FCH	cleaning services	09/30/2022	1,880.00	10/06/2022	100-417-420 Contract Services	922
Total 8913:					1,880.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	DC39477	Replacement office computers and monitors	09/28/2022	2,516.47	10/06/2022	510-840-605 Minor Equipment	922
Total 27:					2,516.47			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	SEP 2022	finance-cc processing fees 6291058	09/30/2022	59.97	09/30/2022	100-415-609 Credit Card Fees - Govt Svcs	922
8637	CHASE PAYMENTECH MERCHANT SERVICES	SEP 2022	Water-CC Processing Fees 6181757	09/30/2022	3,737.23	09/30/2022	510-810-609 Credit Card Fees	922
8637	CHASE PAYMENTECH MERCHANT SERVICES	SEP 2022	Finance-Cc Processing Fees 6291057	09/30/2022	569.13	09/30/2022	100-415-609 Credit Card Fees - Govt Svcs	922
8637	CHASE PAYMENTECH MERCHANT SERVICES	SEP 2022	Sewer-CC Processing Fees 6181757	09/30/2022	3,737.23	09/30/2022	520-810-609 Credit Card Fees	922
Total 8637:					8,103.56			
CITY OF FERNLEY								
32	CITY OF FERNLEY	030.783813	WATER CONVEYANCE; PN# 2019-002-1	10/07/2022	97.13		510-166100 Construction In Progress	1022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 32:					97.13			
CMC TIRE, INC								
8903	CMC TIRE, INC	050055398	Tire for Parks	09/16/2022	1,096.29	10/06/2022	100-575-610 Automotive Supplies	922
8903	CMC TIRE, INC	050055746	Tires for waste water	09/16/2022	1,092.65	10/06/2022	520-810-610 Supplies-Automotive	922
8903	CMC TIRE, INC	050055756	Tires for building dept	09/16/2022	1,155.07	10/06/2022	100-605-610 Automotive Supplies	922
8903	CMC TIRE, INC	50056844	tires for meter reader truck	09/30/2022	1,261.96		510-810-610 Automotive Supplies	922
8903	CMC TIRE, INC	50057140	credit invoice, remove tax	10/04/2022	1,155.07-	10/06/2022	100-605-610 Automotive Supplies	1022
8903	CMC TIRE, INC	50057141	credit invoice, remove tax	10/04/2022	1,096.29-	10/06/2022	100-575-610 Automotive Supplies	1022
8903	CMC TIRE, INC	50057142	credit invoice, remove tax	10/04/2022	1,092.65-	10/06/2022	520-810-610 Supplies-Automotive	1022
8903	CMC TIRE, INC	50057143	Tires for building dept	10/04/2022	1,078.76	10/06/2022	100-605-610 Automotive Supplies	1022
8903	CMC TIRE, INC	50057144	Tires for Parks	10/04/2022	1,023.88	10/06/2022	100-575-610 Automotive Supplies	1022
8903	CMC TIRE, INC	50057145	Tires for waste water	10/04/2022	1,020.48	10/06/2022	520-810-610 Supplies-Automotive	1022
Total 8903:					4,385.08			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	2210002	CRRC Schematic Design Sept 22	09/30/2022	4,725.00		220-480-810 ARPA	922
Total 8916:					4,725.00			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	116182	Design Phase Sept 22	09/30/2022	9,800.50		220-480-810 ARPA	922
Total 8889:					9,800.50			
DESERT COMMERCIAL SWEEPING								
7804	DESERT COMMERCIAL SWEEPING	13263	Street sweeping	10/12/2022	1,552.00		100-475-420 Contract-Street Sweeping	1022
Total 7804:					1,552.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	082822	REIMB LAPTOP CHARGER	10/04/2022	20.77	10/06/2022	100-414-600 General Supplies	1022
Total 8639:					20.77			
FARR WEST ENGINEERING								
6275	FARR WEST ENGINEERING	18696	Surveying Fees	09/28/2022	1,250.00	10/06/2022	100-228311 Engineering Reimb. (Maps)	922
6275	FARR WEST ENGINEERING	18696	Surveying Fees Overage	09/28/2022	1,745.00	10/06/2022	100-610-322 Prof Serv-Other	922
Total 6275:					2,995.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3178236	GASOLINE - STREETS	09/30/2022	1,213.64		100-475-626 Gasoline	922
18	FLYERS ENERGY, LLC	CFS-3178236	GASOLINE - WTP	09/30/2022	100.93		100-413-626 Gasoline	922
18	FLYERS ENERGY, LLC	CFS-3178236	GASOLINE - SEWER	09/30/2022	2,365.08		520-810-626 Gasoline	922
18	FLYERS ENERGY, LLC	CFS-3178236	GASOLINE - FACILITIES	09/30/2022	277.99		100-417-626 Gasoline	922
18	FLYERS ENERGY, LLC	CFS-3178236	GASOLINE - VECTOR	09/30/2022	35.55		100-528-626 Gasoline	922
18	FLYERS ENERGY, LLC	CFS-3178236	GASOLINE - ANIMAL CONTROL	09/30/2022	247.25		100-525-626 Gasoline	922
18	FLYERS ENERGY, LLC	CFS-3178236	GASOLINE - FLEET	09/30/2022	336.56		100-480-626 GASOLINE	922
18	FLYERS ENERGY, LLC	CFS-3178236	GASOLINE - PARKS	09/30/2022	507.08		100-575-626 Gasoline	922
18	FLYERS ENERGY, LLC	CFS-3178236	GASOLINE - WATER DIST	09/30/2022	1,511.04		510-810-626 Gasoline	922
18	FLYERS ENERGY, LLC	CFS-3178236	GASOLINE - CDD BUILDING	09/30/2022	51.19		100-605-626 Gasoline	922
Total 18:					6,646.31			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0078	Lobbyist Contract Sept FY22/23	10/01/2022	5,800.00		100-413-322 Prof Serv-Other	1022
Total 8869:					5,800.00			
GRAINGER								
252	GRAINGER	9468751152	East barscreen level transducer	10/05/2022	878.63		520-810-430 Service-Repair and Maintenance	1022
Total 252:					878.63			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2336552	hot mix for sage st culverts	09/28/2022	634.55	10/06/2022	100-475-600 General Supplies	922
64	GRANITE CONSTRUCTION CO	2339403	tac oil	09/29/2022	314.50		100-475-600 General Supplies	922
Total 64:					949.05			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	576839204	Communications Oct 22	10/01/2022	189.13		100-417-530 Communications (Internet,Cell)	1022
Total 8838:					189.13			
HACH COMPANY								
406	HACH COMPANY	13265883	replacement turbidity meters	09/15/2022	18,347.82		510-166100 Construction In Progress	922
406	HACH COMPANY	13273985	Instrumentation start up service	10/04/2022	.00		510-166100 Construction In Progress	1022
406	HACH COMPANY	13273986	instrumentation start up service	10/04/2022	.00		510-166100 Construction In Progress	1022
406	HACH COMPANY	13278914	Instrument commissioning.	10/07/2022	.00		510-166100 Construction In Progress	1022
406	HACH COMPANY	13278918	Instrument commissioning.	10/07/2022	.00		510-166100 Construction In Progress	1022
Total 406:					18,347.82			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
HANNEMAN SERVICE									
70	HANNEMAN SERVICE	111184	Misc. Service Labor	09/19/2022	145.00	10/06/2022	100-605-322	Prof Serv-Other	922
70	HANNEMAN SERVICE	111195	Misc. Service Labor	09/27/2022	145.00		100-605-322	Prof Serv-Other	922
70	HANNEMAN SERVICE	111196	Misc. Service Labor	09/26/2022	145.00		100-605-322	Prof Serv-Other	922
70	HANNEMAN SERVICE	111202	Misc. Service Labor	10/03/2022	145.00		100-605-322	Prof Serv-Other	1022
70	HANNEMAN SERVICE	111203	Misc. Service Labor	10/03/2022	145.00		100-605-322	Prof Serv-Other	1022
70	HANNEMAN SERVICE	12741	Lincoln Navigator CA 8FRD518 White	09/19/2022	55.00	10/06/2022	100-605-322	Prof Serv-Other	922
70	HANNEMAN SERVICE	12747	1995 Dodge 2500 Black @ end of Farm District Rd.	09/26/2022	55.00		100-605-322	Prof Serv-Other	922
70	HANNEMAN SERVICE	12748	1984 Tan Toyota Corolla @ 489 Sixth St.	09/26/2022	55.00		100-605-322	Prof Serv-Other	922
70	HANNEMAN SERVICE	12750	1998 Ford F-150 Red @475 E Cedar	10/03/2022	55.00		100-605-322	Prof Serv-Other	1022
70	HANNEMAN SERVICE	12851	2000 Black Subaru Forester @ 40 Cloud	10/03/2022	55.00		100-605-322	Prof Serv-Other	1022
Total 70:					1,000.00				
HAT LTD PARTNERSHIP									
110	HAT LTD PARTNERSHIP	17229517	Vanessa Carr Temp Work	09/25/2022	924.87		200-425-322	Prof Serv-Other	922
110	HAT LTD PARTNERSHIP	17229762	Vanessa Carr Buy Out	10/02/2022	4,596.80		200-425-322	Prof Serv-Other	1022
Total 110:					5,521.67				
IBEW Local 1245									
83	IBEW Local 1245	OCT 2022-1	UNION DUES, ONE HALF OF MONTH	10/07/2022	735.04	10/07/2022	100-219900	OTHER PAYROLL PAYABLES	1022
83	IBEW Local 1245	SEP 2022-2	UNION DUES, ONE HALF OF MONTH	09/23/2022	776.41	09/23/2022	100-219900	OTHER PAYROLL PAYABLES	922
Total 83:					1,511.45				
INTERNAL REVENUE SERVICE									
7879	INTERNAL REVENUE SERVICE	OCT 2022 FH	W/HOLD TAX PAYABLE, PAYROLL	10/11/2022	91.28	10/11/2022	100-212000	FEDERAL WITHHOLDING PAYAB	1022
7879	INTERNAL REVENUE SERVICE	OCT 2022 FH	MED TAX PAYABLE, PAYROLL	10/11/2022	26.40	10/11/2022	100-211000	FICA PAYABLE	1022
7879	INTERNAL REVENUE SERVICE	OCT 2022 FH	FICA TAX PAYABLE, PAYROLL	10/11/2022	112.90	10/11/2022	100-211000	FICA PAYABLE	1022
7879	INTERNAL REVENUE SERVICE	OCT 2022-1	FICA TAX PAYABLE, PAYROLL	10/07/2022	196.52	10/07/2022	100-211000	FICA PAYABLE	1022
7879	INTERNAL REVENUE SERVICE	OCT 2022-1	W/HOLD TAX PAYABLE, PAYROLL	10/07/2022	18,880.98	10/07/2022	100-212000	FEDERAL WITHHOLDING PAYAB	1022
7879	INTERNAL REVENUE SERVICE	OCT 2022-1	MED TAX PAYABLE, PAYROLL	10/07/2022	5,224.26	10/07/2022	100-211000	FICA PAYABLE	1022
7879	INTERNAL REVENUE SERVICE	SEP 2022-2	FICA TAX PAYABLE, PAYROLL	09/23/2022	296.02	09/23/2022	100-211000	FICA PAYABLE	922
7879	INTERNAL REVENUE SERVICE	SEP 2022-2	MED TAX PAYABLE, PAYROLL	09/23/2022	5,775.72	09/23/2022	100-211000	FICA PAYABLE	922
7879	INTERNAL REVENUE SERVICE	SEP 2022-2	W/HOLD TAX PAYABLE, PAYROLL	09/23/2022	24,280.51	09/23/2022	100-212000	FEDERAL WITHHOLDING PAYAB	922
Total 7879:					54,884.59				
INTERSTATE OIL COMPANY									
4329	INTERSTATE OIL COMPANY	796793-IN	filters for fleet	10/03/2022	136.23	10/06/2022	100-480-610	AUTOMOTIVE SUPPLIES	1022
4329	INTERSTATE OIL COMPANY	TW75073-IN	diesel fuel for wast water generators	09/30/2022	2,852.00	10/06/2022	520-810-625	Bulk Diesel	922

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 4329:					2,988.23				
JOHNSON CONTROLS FIRE PROTECTION LP									
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23145696	Admin HVAC controller repairs/programming	09/21/2022	1,037.50	10/06/2022	510-840-424	Contract Services-HVAC	922
Total 8667:					1,037.50				
KALBACHER ASSOCIATES, LLC									
8888	KALBACHER ASSOCIATES, LLC	20221001	Sept 22 Comprehensive Grant Services	10/01/2022	2,250.00		100-415-900	Contingency	1022
Total 8888:					2,250.00				
KING CONSTRUCTION, INC.									
243	KING CONSTRUCTION, INC.	EN2022-031	REFUND OF PERMIT & CUT FEE	10/03/2022	558.00	10/06/2022	100-320-220	Engineering/Civil Fees	1022
243	KING CONSTRUCTION, INC.	EN2022-031	RELEASE BOND; 403 DOG LEG DRIVE	10/03/2022	580.00	10/06/2022	100-228300	Customer Deposits/Bonds - Dev	1022
Total 243:					1,138.00				
KOCH ELEVATOR CO.									
8751	KOCH ELEVATOR CO.	29854	Maintenance of elevator	10/01/2022	190.00		100-417-420	Contract Services	1022
Total 8751:					190.00				
LOWES CREDIT SERVICES									
7650	LOWES CREDIT SERVICES	16657	Credit memo for tax. Ties for fence signs.	10/05/2022	1.13-		510-840-614	Plant/Shop/Maint. Supplies	1022
7650	LOWES CREDIT SERVICES	16660	Irrigation parts	10/05/2022	27.25		510-840-614	Plant/Shop/Maint. Supplies	1022
7650	LOWES CREDIT SERVICES	17697	Ties for fence signs	09/29/2022	17.05		510-840-614	Plant/Shop/Maint. Supplies	922
7650	LOWES CREDIT SERVICES	1870	Redwood & Chem Tubing	09/29/2022	160.42	10/06/2022	510-810-614	Supplies-Plant/Shop/Maint	922
7650	LOWES CREDIT SERVICES	2500	gloves and misc.	10/04/2022	116.23		100-475-616	Supplies-Safety	1022
7650	LOWES CREDIT SERVICES	2503	60lb, bag concrete	09/29/2022	197.87	10/06/2022	100-475-600	General Supplies	922
Total 7650:					517.69				
LYON COUNTY CLERK/TREASURER									
106	LYON COUNTY CLERK/TREASURER	Sep 22	School Tax (rtc) payable to Lyon Co	09/30/2022	41,600.00	10/06/2022	100-227015	School RCT Payble to County	922
106	LYON COUNTY CLERK/TREASURER	Sep 22	1% admin fee(kept by city)	09/30/2022	416.00-	10/06/2022	100-330-450	ADMINISTRATION FEES	922
106	LYON COUNTY CLERK/TREASURER	SEPT 2022	Road Tax(rct) payable to Lyon Co	09/30/2022	47,847.50	10/06/2022	100-227010	Road RCT Payable to County	922
106	LYON COUNTY CLERK/TREASURER	TLT Sep 22	Transient Lodging Tax	09/30/2022	4,620.27	10/06/2022	225-227010	TLT Payable to County	922
Total 106:					93,651.77				
MARSHALL'S SEPTIC CARE									
8509	MARSHALL'S SEPTIC CARE	18572	residual solids hauling and disposal	09/30/2022	32,391.84	10/06/2022	510-840-426	Contract Svc-Residuals Dispose	922

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8509	MARSHALL'S SEPTIC CARE	18668	Portable restroom	10/01/2022	113.33		100-575-420 Contract Services	1022
8509	MARSHALL'S SEPTIC CARE	18669	Portable restroom	10/01/2022	113.33		100-575-420 Contract Services	1022
8509	MARSHALL'S SEPTIC CARE	18670	Portable restroom	10/01/2022	514.65		100-575-420 Contract Services	1022
8509	MARSHALL'S SEPTIC CARE	18672	Portable restroom	10/01/2022	200.66		100-575-420 Contract Services	1022
8509	MARSHALL'S SEPTIC CARE	18673	Portable restroom	10/01/2022	200.66		100-575-420 Contract Services	1022
8509	MARSHALL'S SEPTIC CARE	18674	Portable restroom	10/01/2022	113.33		100-575-420 Contract Services	1022
8509	MARSHALL'S SEPTIC CARE	18680	Portable restroom	10/01/2022	113.33		100-575-420 Contract Services	1022
Total 8509:					33,761.13			
MATCO TOOLS								
8529	MATCO TOOLS	122042	shop tools	10/07/2022	48.06		100-480-600 GENERAL SUPPLIES/TOOLS	1022
Total 8529:					48.06			
MCDONALD CARANO								
322	MCDONALD CARANO	12449804	NNCH litigation & Conflict	09/30/2022	1,212.50		100-414-310 Prof Serv-Legal	922
Total 322:					1,212.50			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	APN02204103	PE-12 GUZMAN ROW AQUIS FOR CWL RECON PROJECT	09/20/2022	1,200.00	10/06/2022	100-475-745 RTC REIMBURSABLE EXPENDI	922
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-049	RELEASE BOND; 2605 EMERSON CIRCLE	09/27/2022	500.00	10/06/2022	100-228300 Customer Deposits/Bonds - Dev	922
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-050	RELEASE BOND; 2645 EMERSON CIRCLE	09/27/2022	500.00	10/06/2022	100-228300 Customer Deposits/Bonds - Dev	922
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-051	RELEASE BOND; 2655 EMERSON CIRCLE	09/27/2022	500.00	10/06/2022	100-228300 Customer Deposits/Bonds - Dev	922
Total 1111:					2,700.00			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	130603	Conflict prosecution	08/31/2022	134.86		100-414-310 Prof Serv-Legal	822
Total 8906:					134.86			
MR BUBBLES TOUCHLESS CARWASH								
7487	MR BUBBLES TOUCHLESS CARWASH	316	Vehicle Cleaning	10/01/2022	21.00		520-810-610 Supplies-Automotive	1022
7487	MR BUBBLES TOUCHLESS CARWASH	316	Vehicle Cleaning	10/01/2022	89.50		100-475-610 Automotive Supplies	1022
7487	MR BUBBLES TOUCHLESS CARWASH	316	Vehicle Cleaning	10/01/2022	83.50		520-810-610 Supplies-Automotive	1022
7487	MR BUBBLES TOUCHLESS CARWASH	316	Vehicle Cleaning	10/01/2022	61.00		100-417-610 Automotive Supplies	1022
7487	MR BUBBLES TOUCHLESS CARWASH	316	Vehicle Cleaning	10/01/2022	21.00		510-810-610 Automotive Supplies	1022
7487	MR BUBBLES TOUCHLESS CARWASH	316	Vehicle Cleaning	10/01/2022	163.00		510-810-610 Automotive Supplies	1022
7487	MR BUBBLES TOUCHLESS CARWASH	316	Vehicle Cleaning	10/01/2022	9.00		100-480-610 AUTOMOTIVE SUPPLIES	1022
7487	MR BUBBLES TOUCHLESS CARWASH	316	Vehicle Cleaning	10/01/2022	28.00		510-810-610 Automotive Supplies	1022

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Total 7487:					476.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	40856186	Loves vacuum pump	09/29/2022	645.53		520-810-430 Service-Repair and Maintenance	922
115	MSC INDUSTRIAL SUPPLY CO	41098646	Paint - Locates & Hydrants	09/30/2022	372.06	10/06/2022	510-810-614 Supplies-Plant/Shop/Maint	922
115	MSC INDUSTRIAL SUPPLY CO	41098686	Paint - Hydrant	09/30/2022	171.54	10/06/2022	510-810-614 Supplies-Plant/Shop/Maint	922
Total 115:					1,189.13			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	380024	Backhoe - Diesel Additive	10/07/2022	16.99		510-810-610 Automotive Supplies	1022
Total 58:					16.99			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Sep 2022	Transient Lodging Tax	09/30/2022	2,772.16	10/06/2022	225-227015 TLT Payable to State	922
Total 6378:					2,772.16			
NEVADA STATE TREASURER								
127	NEVADA STATE TREASURER	3RD QTR 2022	CHILD SUPPORT WITHHOLDING FEES	09/30/2022	12.00		100-219900 OTHER PAYROLL PAYABLES	922
Total 127:					12.00			
NV ENERGY								
167	NV ENERGY	12019 SEP 22	34596505012019 ACH	08/17/2022	8,353.22	09/02/2022	510-810-622 Electricity	822
167	NV ENERGY	26100 SEP 22	34596502626100 ACH	09/07/2022	38.24	09/23/2022	520-810-622 Electricity	922
167	NV ENERGY	26100 SEP 22	34596502626100 ACH	09/07/2022	30,435.54	09/23/2022	510-810-622 Electricity	922
167	NV ENERGY	28458 AUG 22	34596505228458 ACH	08/27/2022	20,387.82	09/14/2022	510-840-622 Electricity	822
167	NV ENERGY	29499 AUG 22	13677906929499 ACH	08/31/2022	58.21	09/16/2022	100-475-622 Electricity	822
167	NV ENERGY	30037 AUG 22	34596403630037 ACH	08/17/2022	34.84	09/02/2022	100-576-622 Electricity	822
167	NV ENERGY	30672 AUG 22	213677908230672 ACH	08/27/2022	39.62	09/14/2022	100-575-622 Electricity	822
167	NV ENERGY	71493 AUG 22	271223607571493 ACH	08/27/2022	39.10	09/14/2022	100-475-622 Electricity	822
167	NV ENERGY	84389 SEP 22	34596503684389 ACH	09/09/2022	189.55	09/27/2022	100-417-622 Electricity	922
167	NV ENERGY	97731 AUG 22	213677908197731 ACH	08/27/2022	40.36	09/14/2022	100-575-622 Electricity	822
167	NV ENERGY	97899 SEP 22	80865904797899 ACH	09/07/2022	15,536.73	09/23/2022	100-475-622 Electricity	922
Total 167:					75,153.23			
OFFICE DEPOT								
133	OFFICE DEPOT	265821432001	Supplies	09/19/2022	1.48		100-416-600 General Supplies	922
133	OFFICE DEPOT	265822988001	Supplies	09/19/2022	51.99		100-416-600 General Supplies	922
133	OFFICE DEPOT	265822996001	Supplies	09/17/2022	3.91		100-416-600 General Supplies	922

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	267531688001	Chair Mat for Office	09/28/2022	61.69		100-605-601 Office Supplies	922
133	OFFICE DEPOT	268126356001	Vanessa Carr; stapler, doc clip	09/27/2022	57.61		100-425-600 General Supplies	922
133	OFFICE DEPOT	268126356002	Office Hanging Files	09/28/2022	170.75		100-425-600 General Supplies	922
133	OFFICE DEPOT	268294997001	Mayor	09/29/2022	21.38		100-412-550 Printing and Postage	922
133	OFFICE DEPOT	268294997001	CMO	09/29/2022	21.38		100-413-550 Printing and Postage	922
133	OFFICE DEPOT	268298660001	Post its; lined paper	09/26/2022	14.96		100-413-600 General Supplies	922
133	OFFICE DEPOT	268787668001	Key Lock Box	09/30/2022	130.99		100-425-600 General Supplies	922
133	OFFICE DEPOT	268788532001	Small Binder Clips	09/30/2022	.78		100-425-600 General Supplies	922
133	OFFICE DEPOT	269302687001	Office Clock	09/30/2022	54.99		100-425-600 General Supplies	922
133	OFFICE DEPOT	269367089001	Misc office supplies	09/23/2022	56.23		100-605-600 General Supplies	922
Total 133:					648.14			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-215354	PARTS FOR FIRE DEPT.	09/26/2022	73.14	10/06/2022	100-126000 Intergovernmental Receivable	922
6230	O'REILLY AUTO PARTS	3599-215725	transmission controller for 1009	09/28/2022	436.28	10/06/2022	510-810-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-215826	transmission fluid for 1009	09/29/2022	21.98	10/06/2022	510-810-610 Automotive Supplies	922
6230	O'REILLY AUTO PARTS	3599-216468	parts for fire dept.	10/03/2022	38.37		100-126000 Intergovernmental Receivable	1022
6230	O'REILLY AUTO PARTS	3599-216691	parts for fire dept.	10/05/2022	205.57		100-126000 Intergovernmental Receivable	1022
6230	O'REILLY AUTO PARTS	3599-216767	parts for 3007	10/06/2022	167.01		100-475-610 Automotive Supplies	1022
6230	O'REILLY AUTO PARTS	3599-216772	valve cover for 3007	10/06/2022	125.00		100-475-610 Automotive Supplies	1022
6230	O'REILLY AUTO PARTS	3599-216927	resister	10/07/2022	25.05		100-475-610 Automotive Supplies	1022
Total 6230:					1,092.40			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5126297	Shredding	09/21/2022	66.00	10/06/2022	100-416-420 Contract Services	922
Total 8876:					66.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	10/2022	Retiree Group Insurance	10/25/2022	223.42		100-415-240 Group Insurance	1022
143	PUBLIC EMPLOYEES BENEFITS PROG	10/2022	Retiree Group Insurance	10/25/2022	261.08		520-810-240 Group Insurance	1022
143	PUBLIC EMPLOYEES BENEFITS PROG	10/2022	Retiree Group Insurance	10/25/2022	94.16		100-605-240 Group Insurance	1022
143	PUBLIC EMPLOYEES BENEFITS PROG	10/2022	Retiree Group Insurance	10/25/2022	1.08		510-810-240 Group Insurance	1022
Total 143:					579.74			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	D LYNCH	CONVERT 5 MONTHS TO P/F SERVICE CREDIT; D LYNCH	10/04/2022	8,049.48	10/06/2022	100-216000 RETIREMENT PAYABLE	1022
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SEP 2022	#621 RETIREMENT CONTRIBUTIONS	09/30/2022	107,660.74		100-216000 RETIREMENT PAYABLE	922
Total 144:					115,710.22			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
PURCELL TIRE CO								
38	PURCELL TIRE CO	26149347	New tire balancing	10/06/2022	85.60	520-810-610	Supplies-Automotive	1022
Total 38:					85.60			
PURCHASE POWER								
3155	PURCHASE POWER	69812 OCT 22	POSTAGE - PLANNING	10/03/2022	199.46	10/30/2022	100-610-550 Printing and Postage	1022
3155	PURCHASE POWER	69812 OCT 22	POSTAGE - CLERK	10/03/2022	1,287.03	10/30/2022	100-416-550 Printing and Postage	1022
3155	PURCHASE POWER	69812 OCT 22	POSTAGE - CITY ATTORNEY	10/03/2022	17.16	10/30/2022	100-414-550 Printing and Postage	1022
3155	PURCHASE POWER	69812 OCT 22	POSTAGE - BUILDING	10/03/2022	2.45	10/30/2022	100-605-550 Printing and Postage	1022
3155	PURCHASE POWER	69812 OCT 22	POSTAGE - FINANCE	10/03/2022	187.22	10/30/2022	100-415-550 Printing and Postage	1022
3155	PURCHASE POWER	69812 OCT 22	POSTAGE - STREETS	10/03/2022	39.89	10/30/2022	100-475-550 Printing and Postage	1022
3155	PURCHASE POWER	69812 OCT 22	POSTAGE - WATER	10/03/2022	108.68	10/30/2022	510-810-550 Printing and Postage	1022
3155	PURCHASE POWER	69812 OCT 22	POSTAGE - CITY MGR	10/03/2022	132.83	10/30/2022	100-413-550 Printing and Postage	1022
3155	PURCHASE POWER	69812 OCT 22	POSTAGE - ANIMAL CONTROL	10/03/2022	39.23	10/30/2022	100-525-550 Printing and Postage	1022
3155	PURCHASE POWER	69812 OCT 22	POSTAGE - COURT	10/03/2022	205.90	10/30/2022	100-425-550 Printing and Postage	1022
3155	PURCHASE POWER	69812 OCT 22	POSTAGE - PARKS	10/03/2022	.61	10/30/2022	100-525-550 Printing and Postage	1022
Total 3155:					2,220.46			
QUADIENT LEASING USA, INC.								
8737	QUADIENT LEASING USA, INC.	N9607860	IN HOUSE LEASE	10/01/2022	2,805.96	510-810-441	Rental	1022
8737	QUADIENT LEASING USA, INC.	N9607860	IN HOUSE LEASE	10/01/2022	2,805.96	520-810-441	Rental	1022
Total 8737:					5,611.92			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	4968732	5412658 Bill #312	09/01/2022	171.00	10/06/2022	100-416-540 Advertising	922
Total 152:					171.00			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN290791	Compliance Coliform Sampling	09/30/2022	140.00	10/06/2022	510-810-423 Contract Services-ANALYTICAL	922
7856	SILVER STATE ANALYTICAL LABORATORIES	RN290792	New Construction - Coliform Sampling	09/30/2022	120.00	10/06/2022	510-810-423 Contract Services-ANALYTICAL	922
7856	SILVER STATE ANALYTICAL LABORATORIES	RN290793	New Construction - Coliform Sampling	09/30/2022	120.00	10/06/2022	510-810-423 Contract Services-ANALYTICAL	922
7856	SILVER STATE ANALYTICAL LABORATORIES	RN290982	Quarterly DBPR2 Sampling	10/05/2022	980.00	510-810-423	Contract Services-ANALYTICAL	1022
Total 7856:					1,360.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	129317	signs	09/28/2022	1,150.20	10/06/2022	100-475-615 Supplies-Signs and Striping	922
170	SILVER STATE BARRICADE	129329	hard hat	09/29/2022	119.80	10/06/2022	100-475-616 Supplies-Safety	922
170	SILVER STATE BARRICADE	129361	barricade lights.	09/30/2022	136.02	10/06/2022	100-475-615 Supplies-Signs and Striping	922
170	SILVER STATE BARRICADE	129502	28 inch traffic cones for the VacCon	10/04/2022	92.00	520-810-616	Supplies-Safety	1022

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170	SILVER STATE BARRICADE	129521	light bars	10/05/2022	711.50		100-575-616 Safety Supplies	1022
170	SILVER STATE BARRICADE	129521	light bars for streets and parks	10/05/2022	711.50		100-475-616 Supplies-Safety	1022
170	SILVER STATE BARRICADE	129554	Sweatshirts/jacket/pants	10/06/2022	445.42		100-475-616 Supplies-Safety	1022
170	SILVER STATE BARRICADE	129614	Vests; jacket	10/10/2022	115.40		100-475-616 Supplies-Safety	1022
170	SILVER STATE BARRICADE	129614	Posts; anchors	10/10/2022	1,918.20		100-475-615 Supplies-Signs and Striping	1022
Total 170:					5,400.04			
SOSU TV CORP								
8909	SOSU TV CORP	WC1107	Oct 22 Fernley Focus	10/01/2022	1,083.00		100-413-322 Prof Serv-Other	1022
Total 8909:					1,083.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 SEP 22	910000818971 ACH	09/15/2022	30.24	10/04/2022	520-810-621 Natural Gas	922
204	SOUTHWEST GAS CORP	33096 SEP 22	910001133096 ACH	09/26/2022	30.24	10/17/2022	510-810-621 Natural Gas	922
204	SOUTHWEST GAS CORP	33438 OCT 22	910001133438 ACH	09/21/2022	144.89	10/10/2022	100-417-621 Natural Gas	922
Total 204:					205.37			
SPARKS ELECTRIC MOTOR REPAIR								
1291	SPARKS ELECTRIC MOTOR REPAIR	19595	HSPS Exhaust motor rebuild	09/23/2022	742.54	10/06/2022	510-840-430 Service-Repair and Maintenance	922
Total 1291:					742.54			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	OCT 2022-1	CHILD SUPPORT	10/07/2022	319.85	10/06/2022	100-219900 OTHER PAYROLL PAYABLES	1022
Total 176:					319.85			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	16383	Water Right Contract FY22/23 -SEPT 22	09/01/2022	12,189.15		510-810-698 Water Rights Protection	922
Total 3275:					12,189.15			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2022250106503	Ferric Chloride	09/27/2022	14,904.80	10/06/2022	510-840-617 Chemicals	922
8646	THATCHER COMPANY, INC.	2022400108172	Well 14 - Sodium Hypochlorite Delivery	10/07/2022	1,422.33		510-810-617 Supplies-Chemical	1022
8646	THATCHER COMPANY, INC.	2022400108173	Well 11 - Sodium Hypochlorite Delivery	10/07/2022	653.08		510-810-617 Supplies-Chemical	1022
Total 8646:					16,980.21			
USA BLUEBOOK								
464	USA BLUEBOOK	133420	Safety Signs for Wells	10/05/2022	43.73		510-810-616 Supplies-Safety	1022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
464	USA BLUEBOOK	133836	Safety signs	10/05/2022	14.39		510-840-616 Safety Supplies	1022
464	USA BLUEBOOK	134918	Sample Station Cover	10/06/2022	460.24		510-810-614 Supplies-Plant/Shop/Maint	1022
464	USA BLUEBOOK	135169	Sampling Taps	10/06/2022	242.40		510-810-614 Supplies-Plant/Shop/Maint	1022
464	USA BLUEBOOK	135401	Safety signs	10/06/2022	39.29		510-840-616 Safety Supplies	1022
Total 464:					800.05			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	OCT 2022-1	DEFERRED COMPENSATION, 457	10/07/2022	3,719.00	10/07/2022	100-215000 457 PAYABLE	1022
8591	VOYA FINANCIAL	OCT 2022-1	ROTH IRA	10/07/2022	150.00	10/07/2022	100-215000 457 PAYABLE	1022
8591	VOYA FINANCIAL	SEP 2022-2	ROTH IRA	09/23/2022	150.00	09/23/2022	100-215000 457 PAYABLE	922
8591	VOYA FINANCIAL	SEP 2022-2	DEFERRED COMPENSATION, 457	09/23/2022	3,224.00	09/23/2022	100-215000 457 PAYABLE	922
Total 8591:					7,243.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 SEP 22	6-82646-25001	10/03/2022	898.19		100-475-412 Utility Services-Refuse	1022
447	WASTE MANAGEMENT	33001 OCT 22	11-60772-33001	10/05/2022	103.14		100-417-412 Utility Services-Refuse	1022
447	WASTE MANAGEMENT	33005 OCT 22	11-60745-33005	10/05/2022	14.39		510-840-412 Utility Service-Refuse	1022
447	WASTE MANAGEMENT	33009 OCT 22	11-60774-33009	10/05/2022	84.39		510-810-412 Utility Service-Refuse	1022
447	WASTE MANAGEMENT	43003 OCT 22	11-60760-43003	10/05/2022	42.20		520-810-412 Utility Service-Refuse	1022
447	WASTE MANAGEMENT	65007 SEP 22	6-82641-65007	10/03/2022	105.24		100-417-412 Utility Services-Refuse	1022
447	WASTE MANAGEMENT	95009 SEP 22	8-29467-95009	10/03/2022	448.45		100-575-412 Utility Service-Refuse	1022
Total 447:					1,696.00			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19471411	Sensus Iperl Water Meters	09/26/2022	4,461.60		510-166100 Construction In Progress	922
195	WESTERN NEVADA SUPPLY CO.	19471412	Binstock: Brass Fittings & Repair Clamps	09/26/2022	1,751.41		510-810-613 Supplies-Meter Service	922
195	WESTERN NEVADA SUPPLY CO.	19471412-1	Bolt-Up Kit	10/10/2022	11.60		510-810-613 Supplies-Meter Service	1022
195	WESTERN NEVADA SUPPLY CO.	19481745	Sensus Iperl Water Meters	10/03/2022	4,461.60		510-166100 Construction In Progress	1022
195	WESTERN NEVADA SUPPLY CO.	19481746	Sensus Flexnet MXUs	10/03/2022	4,660.80		510-166100 Construction In Progress	1022
195	WESTERN NEVADA SUPPLY CO.	19481747	Sensus Flexnet MXUs	10/03/2022	4,210.40		510-166100 Construction In Progress	1022
195	WESTERN NEVADA SUPPLY CO.	19484532	Replacement compressor fittings	09/29/2022	13.64	10/06/2022	510-840-430 Service-Repair and Maintenance	922
195	WESTERN NEVADA SUPPLY CO.	19486533	Irrigation supplies to complete installation	09/30/2022	1,280.24	10/06/2022	510-840-614 Plant/Shop/Maint. Supplies	922
195	WESTERN NEVADA SUPPLY CO.	19489825	Bin stock	10/03/2022	509.42	10/06/2022	510-840-614 Plant/Shop/Maint. Supplies	1022
195	WESTERN NEVADA SUPPLY CO.	19492104	Sensus Iperl Water Meters	10/10/2022	4,461.60		510-166100 Construction In Progress	1022
195	WESTERN NEVADA SUPPLY CO.	19495492	Fire Hydrant & Couplings	10/06/2022	4,492.21		510-840-430 Service-Repair and Maintenance	1022
195	WESTERN NEVADA SUPPLY CO.	19498147	Fire Hydrant Shoe	10/10/2022	.00		510-840-430 Service-Repair and Maintenance	1022
195	WESTERN NEVADA SUPPLY CO.	19498399	Air line blow down parts	10/07/2022	176.24		510-840-430 Service-Repair and Maintenance	1022
Total 195:					30,490.76			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
WETLAB - WESTERN ENVIRON TESTING LAB									
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22080555	surface water lab samples	09/26/2022	696.26	10/06/2022	510-840-423	Contract Services-ANALYTICAL	922
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22090175	WWTP influent and effluent samples	09/26/2022	350.46		520-810-423	Contract Services-ANALYTICAL	922
Total 8709:					1,046.72				
WI SCTF									
8915	WI SCTF	OCT 2022-1	CHILD SUPPORT	10/07/2022	1,569.21	10/06/2022	100-219900	OTHER PAYROLL PAYABLES	1022
Total 8915:					1,569.21				
WTR ELECTRIC, INC									
8650	WTR ELECTRIC, INC	22263	made up cords for traffic signals so we could run them on gen	10/06/2022	1,385.70		100-475-422	Contract-Traffic Light Mainten	1022
Total 8650:					1,385.70				
XPRESS BILL PAY LLC									
2468	XPRESS BILL PAY LLC	SEP 2022	CREDIT CARD PROCESSING FEES	09/30/2022	1,525.18	09/30/2022	520-810-609	Credit Card Fees	922
2468	XPRESS BILL PAY LLC	SEP 2022	CREDIT CARD PROCESSING FEES	09/30/2022	1,525.19	09/30/2022	510-810-609	Credit Card Fees	922
Total 2468:					3,050.37				
Grand Totals:					659,869.74				

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
OCTOBER 5, 2022**

Mayor Edgington Roy Edgington called the Fernley City Council meeting to order 05:00 PM at Fernley City Hall, 595 Silver Lave Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Roy Edgington, Councilman Lau, Councilman Torres, Councilman Lacy, Councilwoman Zoberski, Councilwoman McKay, City Manager Patrick Marsh, Building Official Charity Birkel, City Engineer Derek Starkey, Associate Planner Shay League, Public Works Director Dave Whalen, City Attorney Brandi Jensen, Deputy City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist Tiffany Wood.

1.2. Public Forum

Cody Wagner, Fernley resident announced the high school bleachers have been installed.

Jan G. Fernley resident stated she moved here in March and said her taxes are more expensive here than in Reno. She said the water bill is too high. She said she feels ripped off for the amount of taxes she pays.

Jim Moffit, Fernley resident, was concerned that the town had turned into a dump. He wanted to see a nuisance ordinance for the city. He said dope dealing and loud music is going on with people living in RV's and dumping sewage on the street.

Item 4 was heard next.

1.3. (For Possible Action) Approval of Agenda

Motion: APPROVE AGENDA REMOVING ITEMS 7.1 AND 8.4 **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of the Voucher Report

2.2. (Possible Action) Approval of Minutes from September 21, 2022.

2.3. (Possible Action) Business Licenses

2.4. For Possible Action to Reappoint Mr. Jewell "JF" McCullar to the Fernley Senior Citizen Advisory Committee.

2.5. A. Possible Action to approve an Amendment to the Settlement Agreement between

Northern Nevada Housing and the City of Fernley regarding District Court Case 21-CV-00951

B. Possible action to direct staff to resolve the CC&Rs conflicts for property owned by the City at 1170 Newlands Drive, Fernley.

2.6. Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Donna Blodgett Trust Agreement, APN 020-381-01 TCID serial number 1065-19 in the amount of 9.045-acre action to authorize the execution of the Water Right Banking and Dedication feet.

2.7. Possible action to approve the Cook Ranch Estates Phase 3 Final Subdivision Map (FSM21004) creating a 76-lot single-family residential subdivision.

Motion: APPROVE CONSENT AGENDA. **Action:** Approve, **Moved by** Councilman Stan Lau, **Seconded by** Councilman Ray Lacy. **Vote:** Passed, **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

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

Lt Mitch Brantingham with Lyon County Sheriff's office introduced Sergeant Willy who is a deputy for Fernley. He spoke about the power outage from NV energy that the department increased patrols for. He addressed the traffic issues on Hardie Ln that was brought up by Councilman Lacy. The new K-9 has been on the force for 2 months and is working within the city and for highway patrol. He said Cottonwood is next for the department to set their sights on.

The Public Works Director thanked the Sheriff's department for their help when a section of traffic lights went down that were not planned in the outage.

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

Building Official Charity Birkel provided the stats for the building department of the month.

City Manager Patrick Marsh announced the Green Valley park project is currently paused until November when equipment and other facilities are projected to be delivered. There have been 9 applicants and 3 interviews, with 2 more scheduled for Deputy City Manager. There have been 2 applicants for Planning director with interviews scheduled next week. All positions are open until filled. City Hall will be closed at 2pm on October 31st.

City Clerk Kim Swanson reported early voting starts Saturday, October 22nd, and runs through Friday, November 4th, excluding Nevada Day, October 28th and Sundays. General Election day is November 8th, from 7am to 7pm. All voting will take place at City Hall.

Mayor Edgington said Spooktackular will be held at City Hall on October 31st from 4pm to 7pm.

Councilwoman McKay talked about the Reno Aces winning the championship game on Friday.

Councilman Torres reported that the Fernley Senior Citizen Advisory Committee is meeting on October 14th at 9am.

Councilman Lacy said he had heard a great response from the community for the promotion of

Patrick Marsh and Charity Birkel. He thanked the city staff for the great job they are doing.

Neil McIntyre provided an update about the bleachers for Fernley high school.

Item 5.1 was heard next.

4. PROCLAMATIONS BY THE MAYOR

Mayor Edgington proclaimed the month of October in 2022 as domestic violence awareness month in the City of Fernley.

The Domestic Violence program thanked the City of Fernley for the generous donation. They awarded the mayor with a certificate of appreciation.

Break at 5:18 pm - 5:35 pm.

Item 8.3 was heard next.

5. PRESENTATIONS

5.1. Presentation of the Lyon County Library Community Needs Assessment and Strategic Plan Annual Update by Lyon County Library System Director Amy Geddes & Director of the University Center for Economic Development Frederick Steinmann (No Action Requested)

Amy Geddes, Lyon County Library Assistant Director, presented an update about the Library Community Needs Assessment and Strategic Plan and physical changes made to the library in Fernley.

Fred Steinmann provided an overview of the data collected for Lyon County library demands.

6. ORDINANCES

6.1. (For possible action) First Reading, Introduction of Bill # 314 (ZMA22007) Consideration and possible action to introduce Bill # 314 as an ordinance for a Zoning Map Amendment request for a site ± 8.63 acres at approximately 610 Desert Shadows Lane (APN: 021-541-56) from SF20 (Residential - Single-Family, 20,000 square foot minimum lot size) to SF12 (Residential - Single-Family, 12,000 square foot minimum lot size) by request of RC Herrera.

Associate Planner Shay League provided the introduction for Bill # 314 and asked that a public hearing be set for the next council meeting on October 19, 2022.

Item 8.1 was heard next.

7. RESOLUTIONS

7.1. Public Hearing, Resolution #22-018 (MPA22003)

Consideration and possible action on Resolution #22-018 as a resolution for a comprehensive master plan amendment request to change the land use designation of a ±15.5-acre portion of parcel APN: 021-341-18, generally located north of Farm District Road at the intersection of Clearwater Parkway, from Single Family Residential (SFR) to Mixed Residential (MR).

This item was removed.

8. STAFF REPORTS

8.1. For Discussion and Possible Action to consider and appoint one member to the City of Fernley Senior Citizen Advisory Committee among the submitted applicants.

Assistant to the City Manager, Trisha Connor, explained the item.

Denise Moorman spoke about her interest in FSCAC and would like to be a part of it.

Motion: MOVE TO APPOINT DENISE MOORMAN TO THE CITY OF FERNLEY SENIOR CITIZEN ADVISORY COMMITTEE. **Action:** Approve, **Moved by** Councilman Albert Torres, **Seconded by** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

8.2. Discussion and possible action to approve a contract for environmental consulting services with Resource Concepts, Inc. in the amount not to exceed \$25,000 for the Community Response & Resource Center project.

Trisha Connor, Assistant to the City Manager, spoke about the application for the state CDBG grant and what that would entail for the City in regards to the Community Response and Resource Project and hiring an environmental consulting company for the required reports to the government.

Motion: MOVE TO APPROVE THE CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES TO RESOURCE CONCEPTS INCORPORATED FOR THE COMMUNITY RESPONSE AND RESOURCE CENTER PROJECT IN THE AMOUNT NOT TO EXCEED \$25,000. **Action:** Approve, **Moved by** Councilman Albert Torres, **Seconded by** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

Item 9 was heard next.

8.3. Update and possible action to approve the revised re-scoping, floor plan, and cost estimate of the Community Response & Resource Center.

Trisha Connor, assistant to the City Manager, spoke about the progress of the community response and resource center schematic design.

Kevin Kemner from TSK architects presented the plans and adjustments from APRA funding.

Mayor Edgington opened the item up for public comment.

Neil McIntyre asked how much money there would be left after the project. He spoke about holding fundraisers to potentially raise more funds for the project.

Cody Wagner from the Fernley Community Foundation pointed out there would be 9 million left from ARPA funds for the project, which would not be enough. He suggested pooling connections from the foundations and clubs in the area to help raise funds.

Marty Hanna asked if the project would enhance Main Street at all.

Ryan Hannon mentioned the City does not have money for a police department. He said the city does not have enough funds for the building to maintain costs.

Danna Uhlhorn from the community Center, and Fernley Aces said Fernley desperately needs a community center. The Boys and Girls club has brought a lot of money to the project and offered to run it as well. He believes it is a doable project and the City should try to move forward.

Karry Vesik said she liked how the public was allowed to bring in changes for the project and would like to see that continue and that she was concerned about using FCTA funds.

Bill Meyer said it is a big project and money is short and grants are tricky. He said if the space is not used wisely it would be wasted space. He wanted to see more clubs and foundations involved in the development of the project to help see it through.

Edrie LaVoie thanked the City for allowing the foundation to participate in the meetings. She asked not to be locked in the small space of the current design. She suggested using the boys and girls club funding to preserve FCTA funds for the Gym.

Coleen Unterbrink from Zoom agreed with Edrie stating this project is near and dear to her since the beginning in 2018. She brought up election season and acknowledged the difficulty of picking and choosing where to allocate funds for when there are so many projects the city needs, but she pointed out the positive impact a community center will have in many different ways in Fernley.

Motion: MOVE TO TABLE THE MAJOR DECISION UNTIL NOVEMBER 2ND ASKING FOR MORE INFORMATION ON THIS PROJECT INCLUDING THE SCHEMATICS AND INCLUDING THE TWO CITY COUNCILMAN TO SIT IN ON THE MEETING IN ORDER TO KICK AROUND THE LAYOUT AS SO MANY PEOPLE HAVE STOOD UP AND ASKED FOR TONIGHT.

Action: Approve, **Moved by** Councilman Albert Torres, **Seconded by** Councilman Stan Lau.

Vote: Passed, **Summary:** Yes 5. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

A 5 minute break was called at 6:50pm.

Item 2, the consent agenda, was heard next.

8.4. Possible action to direct staff to proceed with a Business Impact Statement relating to an increase in Franchise Fees for Public Utilities providing services within the City of Fernley.

This item was removed.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilwoman Zoberski asked staff to communicate with the library and involve them on newsletter for the city.

10. PUBLIC FORUM

There were none.

11. ADJOURNMENT

Mayor Edgington said the Planning Commission meeting will be on October 12th at 5pm, the Fernley

Senior Citizen Advisory Committee will be on October 14th at 9am and the next City Council meeting will be October 19th at 5pm. He continued that there would be a Public Safety Meeting on October 8th from noon to 4pm.

There being no further business to come before it, the Fernley City Council meeting adjourned at 07:52 PM.

Approved by the Fernley City Council on October 19, 2022, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Roy Edgington

City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origination date = 09/29/2022-10/12/2022

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
J IV Electric	Jose E. Gutierrez	9350 Arrowhead Way	Reno	NV	89506	775-335-5969	Contractor	Electrical Contractor #77234 C
Jake's General Contracting LLC	Shannon Devine & J	1045 Freemont St #2	Fernley	NV	89408	775-470-1890	Handyman	Handyman
Shadow Valley Construction	Joel Feliciano / Richa	3068 Asini Ct	Sparks	NV	89408	775-691-2974	Contractor	General Contractor #27447A
Legit Multiglobal Limited	Dennis Murray / Rex	229 Emigrant Way	Fernley	NV	89408	775-835-9761	Firearms Sales, Services	Sale, repair, costumization of fi
Susan Baca	Susan Baca	107 Nesting Ct	Fernley	NV	89408	831-588-6435	Hobby/Crafter, Sewing, J	Crafts: sewing
Deborah Taylor	Deborah Taylor / Ger	1548 Maria Ct	Fernley	NV	89408	775-842-3492	Hobby/Crafter, Sewing, J	Crafts: reclaimed wood home d
Eclectic Tea and Things	Jamie Rodriguez	15 East Main Street #1	Fernley	NV	89408	775-980-7665	Wholesale and/or Retail	Boutique and pre-package tea
Silver Slingers Inc	Desiree Nelson	696 Raptor Way	Fernley	NV	89408	509-237-1615	Wholesale and/or Retail	Direct sales of makeup & skin
O'Sew Bear Creations	Jacklyn Gonzalez	2125 Fort Bridger Rd	Fernley	NV	89408	775-400-3867	Hobby/Crafter, Sewing, J	Crafts: sewing
Harmonie & Me Designs	Serrie Brooks	4864 Hawk Dr.	Fallon	NV	89406	775-835-3585	Hobby/Crafter, Sewing, J	Crafts: faux lather hand made
Evelyn Hill	Evelyn Hill	1816 Bogie Ct	Fernley	NV	89408	509-554-0449	Hobby/Crafter, Sewing, J	Crafts: home made arts & craft
MBP Enterprises	MaryBeth & Colin Sm	1045 Inglewood Dr.	Fernley	NV	89408	775-747-2090	Business Specific Profes	Private events, weddings, corp
Mary Christian Ubben	Mary Christian Ubbe	396 Hwy 95A S	Fernley	NV	89408	925-565-7445	Temporary/Seasonal Sal	Crafts/art
Twig and Star	Miranda Lawton	396 Hwy 95a S	Fernley	NV	89408	775-455-5011	Temporary/Seasonal Sal	Handmade jewelry and home d
Silverline Home Remodeling Inc	Steve Biton	21410 Chase St #4	Canoga Park	CA	91304	855-884-4790	Contractor	PV Solar Contractor #86899
Community Hospice of Northern Ne	Community Hospice	2340 South Carson Street, S	Carson City	NV	89701	775-467-3342	Medical Office or Service	Hospice agency, home service
Grace's Goodies	Tanya Edmondson	111 Northpointe Circle	Dayton	NV	89403	775-440-4304	Hobby/Crafter, Sewing, J	Crafts: earrings & crocheted ite
KB Paracord	Brian Slone	245 Cottonwood Lane	Fernley	NV	89408	559-679-0118	Hobby/Crafter, Sewing, J	Crafts: bracelets, keychains, le
ZammyMFG	Samuel Graffam	151 Snow Plover Way	Fernley	NV	89408	775-737-1094	Hobby/Crafter, Sewing, J	Crafts: handmade items, jewelr
C & C Health Care Services, LLC	Christopher Carter	1044 Inglewood Dr #201 & 20	Fernley	NV	89408	775-682-0020	Medical Office or Service	Behavioral Health Services
Jennifer Brown	Jennifer Brown	1044 Inglewood Dr Ste 201-2	Fernley	NV	89408	775-276-7004	Medical Office or Service	Behavioral Health, admin servi
BC Medical	Kenneth Craft	1044 Inglewood Dr #201	Fernley	NV	89408	775-400-6617	Medical Office or Service	Medical care of patients
Cowgirl Cleaning LLC	Jazelle C. Ingersoll	303 South Roop Street	Carson City	NV	89701	775-219-3100	Cleaning Services	Residential, commercial and c
Grand Totals:		23						

Report Criteria:

License.Status = "Active"

Business.Origination date = 09/29/2022-10/12/2022



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 19, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes:X No:	Yes:X No:	ARPA Funding

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to award a contract to Lumos & Associates for Preliminary Engineering Report (PER) Services for the East Wastewater Treatment Plant for an amount not to exceed \$85,000

AGENDA ITEM BRIEF:

This agenda item is for a contract for preparation of a Preliminary Engineering Report (PER) by Lumos & Associates to evaluate and provide recommendations for future upgrades to the City of Fernley's East Waste Water Treatment Plant (EWWTP). The EWWTP is currently under an Administrative Order on Consent (AOC) for elevated nitrogen in the groundwater monitoring wells in close proximity to the plant. Additionally, with the growth of the city, the WW utility is obligated to evaluate alternatives for future expansion of the current plant limitations of 3.05 Million Gallons Per Day (MGD). The PER process evaluated alternatives to address both the groundwater monitoring well issues as well as future growth through a process that will allow the city to be eligible for submitting grants and/or bonds to fund capital improvement projects from State and/or Federal sources.

RECOMMENDED MOTION:

I move to approve award of a contract to Lumos & Associates for Preliminary Engineering Report (PER) Services for the East Wastewater Treatment Plant for an amount not to exceed \$85,000.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Fernley City Council can deny the award of the PER services and direct the City Manager for alternatives to evaluate the future CIP of the wastewater facility serving the city.

BACKGROUND:

Since 2015 the City of Fernley EWWTP has been on an Administrative Order on Consent from the Nevada Department of Environmental Protection, Bureau of Water Pollution Control focused on groundwater monitoring around the plant. With anticipated growth in Fernley coupled with potential plant modifications that may be required by NDEP in the future to mitigate elevated nitrate levels in the groundwater surrounding the plant, the need for a preliminary engineering report (PER) of potential options for buildout/improvement of the WW treatment facility has become apparent. The PER evaluation will include flow evaluations/predictions, nitrogen reduction process options, sludge removal options, and options for potential conversion to a mechanical plan versus remaining as a lagoon system. The PER will also include development of design criteria, an assessment of operation and maintenance needs, and comparison of life-cycle costs, for each of these options.

The PER will be in the USDA-RD format as it is assumed that federal or other grant funds will be potentially applied for, and the USDA-RD guidance is the standard followed for the majority of grant funded wastewater projects. If federal funds are utilized, an Environmental Report (ER) is also anticipated to be required prior to starting construction. A scope for an ER will be better defined once the PER is completed and potential funding sources are identified.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625.050 Practice of Professional Engineering
NRS 625.530 Section 3 Restrictions upon Public Works
NRS 332.115.b

FINANCIAL IMPLICATIONS:

Funded in the FCC approved 2022/23 FY Budget at \$100,000 from the Wastewater Capital Project Fund under G.L 520-166-100 (using ARPA Funding)

ATTACHMENTS:

1. Form - Fernley Form Contract Professional Services Contract (ARPA funding) EWWTP PSC
2. Fernley WWTP PER Proposal_2019-09-19 (Attachment A)

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 19th day of October, 2022, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Lumos & Associates Inc., a Professional Engineering Firm, whose address is 308 N. Curry Street, Suite 200, Carson City, Nevada 89703 ("Consultant").

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

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

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

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

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

2. **CONSULTANT'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

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

2. **Attachment B:**

3. **Attachment C:**

4. **Attachment D:**

b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in

CONTRACT

A Contract For Design Professional Services

performing its work under this agreement Consultant shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant Cooperation with City. Consultant agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

- c. **Notice to Proceed.** Consultant shall not commence work until the Contract is fully executed by City and Consultant and a Notice to Proceed (NTP) has been issued to the Consultant by the City.
- d. **Optional Services.** The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Consultant shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Consultant 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.** Consultant 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.** Consultant shall submit an invoice for payment for the services provided by Consultant based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
- d. **Timeliness of Billing.** Consultant acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.
- e. **Dispute:** If the City disputes a payment or portion thereof that a design professional alleges is due, the city must dispute the matter in a written

CONTRACT

A Contract For Design Professional Services

notice and no later than 30 days after the design professional submits the notice of payment. If the City fails to pay the invoice amount in a timely manner than a penalty of \$100 will be imposed.

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

Subtotal Professional Services: (Task 1) \$85,000

Subtotal OPTIONAL Professional Services: (Task X.X) \$

Total NTE Amount (Including OPTIONAL Services) \$85,000

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

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

If to Consultant: Lumos & Associates
308 N. Curry Street, Suite 200
Carson City, Nevada 89703

5. **INSPECTION & AUDIT:**

- a. **Books and Records.** Consultant 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

CONTRACT

A Contract For Design Professional Services

audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

- b. **Inspection & Audit.** Consultant agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Consultant 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 Consultant where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

6. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contract under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Consultant 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 Consultant with ten (10) days' prior written notice to Consultant. In the event of termination, without cause or default, the City agrees to pay Consultant for the services performed before the date that notice of termination is received by Consultant.
- c. **Termination for Non-Appropriation.** Consultant acknowledges that the City is a governmental entity and the Contract's validity is based upon the

CONTRACT

A Contract For Design Professional Services

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

- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
- i. If Consultant 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 Consultant 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 Consultant shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Consultant to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Consultant: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing

CONTRACT

A Contract For Design Professional Services

that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - ii. Consultant shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Consultant shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Consultant shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

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. In the event of an action to enforce the contract, the prevailing party is entitled to reasonable attorney's fees and costs.

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 Consultant, for the fiscal year budget in existence at the time of the default or breach.

CONTRACT

A Contract For Design Professional Services

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

- a. The City does require the Consultant to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant in the performance of the contract.
- b. The City does not require the Consultant to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant.
- c. The City does require the Consultant to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are not based upon or arising out of the professional services of the Consultant.

CONTRACT

A Contract For Design Professional Services

12. INDEPENDENT CONTRACTOR: Consultant 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, Consultant 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 Consultant or any other party. Consultant 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 Consultant or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Consultant 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 Consultant 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, Consultant shall, at Consultant'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. Consultant shall not commence work before Consultant 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 Consultant. Consultant's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Consultant 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 Consultant has knowledge of any such failure, Consultant 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 Consultant and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Consultant shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Consultant shall complete and provide the following

CONTRACT

A Contract For Design Professional Services

written request to a qualified insurer: Lumos & Associates Inc. has entered into a contract with Owner to perform work from THE 19th DAY OF October, 2022 to THE 30th DAY OF June, 2023 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 Consultant is required to maintain. The certificate and notice should be mailed to:

City of Fernley

595 Silver Lace Blvd

Fernley, NV 89408

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

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

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

- i. Retroactive date: Prior to commencement of the performance of this Contract
- ii. Discovery period: Three (3) years after the termination date of this Contract.

- c. **General Requirements.**

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Consultant, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.



CONTRACT

A Contract For Design Professional Services

- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - iv. Deductibles and Self-Insured Retentions: Insurance maintained by Consultant 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 Consultant from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
 - v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
 - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Consultant must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Consultant.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by

CONTRACT

A Contract For Design Professional Services

Consultant. Neither approval by the City nor failure to disapprove the insurance furnished by Consultant shall relieve Consultant of Consultant'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 Consultant 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. Consultant will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

- e. **Failure to Maintain Required Coverages.** If Consultant fails to carry the required insurance, the City may: (i) order Consultant to stop further performance of the Contract, and declare Consultant 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 Consultant or charge the replacement insurance costs back to Consultant.

14. COMPLIANCE WITH LEGAL OBLIGATIONS: Consultant 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 Consultant to provide the goods or services required by this Contract. Consultant 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 Consultant in accordance with NRS 361.157 and 361.159. Consultant agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

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

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

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

CONTRACT

A Contract For Design Professional Services

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. Consultant shall neither assign, transfer nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.

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

19. PUBLIC RECORDS: Pursuant to NRS 239.010, information or documents received from Consultant 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. Consultant may label specific parts of an individual document as a "trade secret" or "confidential," provided that Consultant thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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

- a. Consultant 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. Consultant 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.

CONTRACT

A Contract For Design Professional Services

- c. Consultant 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.)
- d. American Rescue Plan Act: This contract is part of the ARPA grant. As a result, Contractor is a subrecipient of federal ARPA funds. Contractor shall comply with all ARPA requirements. Contractor as a subrecipient shall also maintain the following for tracking:
 - i. Chart of accounts, written accounting procedures, internal and administrative controls, accounting journals and ledgers.
 - ii. Payment requests and source documentation (vendor invoices, bills of lading, purchase orders, payment vouchers, payrolls, bank statements and reconciliations); and
 - iii. Financial statements, correspondence, and audit files.
 - iv. In addition to these cost accounting and record-keeping requirements, subrecipients are also expected to comply with the following list of required flow-down terms. These terms include:
 - 1. Equal Employment Opportunity requirements.
 - 2. Davis Bacon Act (40 U.S.C. §§ 3141-3148);
 - 3. Anti-Kickback Act (40 U.S.C. § 3145);
 - 4. Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701-3708);
 - 5. Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401);
 - 6. Clean Air Act (42 U.S.C. §§ 7401-7671q) and Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
 - 7. Debarment and Suspension (Executive Orders 12549 and 12689);
 - 8. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
 - 9. Procurement of recovered materials (2 C.F.R. § 200.323) (pursuant to section 6002 of the EPA's Solid Waste Disposal Act);
 - 10. Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216); and
 - 11. Domestic preferences for procurements (2 C.F.R. § 200.322).
- e. Failure to comply with ARPA requirements may result in the City of Fernley taking one of the following actions:

CONTRACT

A Contract For Design Professional Services

- i. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency;
- ii. Denying both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partly suspending or terminating the contract;
- iv. Initiating suspension or debarment proceedings;
- v. Withholding further funds for the project or program; or
- vi. Taking other remedies that may be legally available.

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

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

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

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

CONTRACT

A Contract For Design Professional Services

aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

- 25. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital. In the event of any conflict between the terms in the terms hereof and Contractor's terms and conditions, the terms of this Agreement shall control and govern.
- 26. COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 27. ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 28. MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.

CONTRACT

A Contract For Design Professional Services

- 29. INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 30. COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 31. NON-DISCRIMINATION:** In connection with the performance of work under this Contract, Consultant 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. Consultant 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 Design Professional Services

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

CONTRACT

A Contract For Design Professional Services

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

CONSULTANT

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address: 3

City: C State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Consultant)

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: _____



Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

September 19, 2022

LA22.143

Mr. David Whalen
Public Works Director
City of Fernley Public Works Department
595 Silver Lace Blvd.
Fernley, NV 89408

Via Email: dwhalen@cityoffernley.org

Subject: City of Fernley Wastewater Treatment Plant Preliminary Engineering Report – Proposal for Professional Services

Dear Mr. Whalen:

Lumos & Associates, Inc. (Lumos) is pleased to provide you with this proposal for engineering and related services to assist the City with the development of a Preliminary Engineering Report (PER) for upgrades to the City's Wastewater Treatment Plant (WWTP).

Project Understanding

Since 2015, Lumos has been working with the City of Fernley on various components of the City's WWTP due to Administrative Orders on Consent focused on groundwater monitoring. However, with anticipated growth in Fernley coupled with potential plant modifications that may be required by NDEP in the future to mitigate groundwater nitrate levels, the need for an engineering evaluation of options for the treatment facility has become apparent. To this end, the City has requested a proposal for preparation of a PER from Lumos to evaluate and provide recommendations for future upgrades to the City's WWTP. The evaluation will include flow evaluations/predications, nitrogen reduction process options, sludge removal options, and options for conversion to a mechanical plant versus remaining as a pond system. The PER will also include development of design criteria, an assessment of operation and maintenance needs, and comparison of life-cycle costs, for each of those options. The PER will be in the USDA-RD format as it is assumed that federal or other grant funds will be utilized and the USDA-RD guidance is the standard followed for the majority of grant funded wastewater projects. Since it is assumed that federal funds will be utilized, an Environmental Report (ER) is also anticipated to be required at some point prior to starting construction. However, we have not included scope for an ER at this point since the scope of the ER has some unknowns within knowing the extent of the projects developed in the PER or knowing the funding source(s). We are recommending waiting on scoping the ER, until the scope of recommendations from the PER are developed and verification of what the ER scope would need to be based on what the funding sources are for the proposed projects.

We propose the following tasks to assist you with your project:

Project Scope

Task 1: Preliminary Engineering Report

Under this task, Lumos will develop a PER that evaluates the City's wastewater treatment and disposal systems in accordance with the USDA-RD guidelines, Bulletin 1780-2. The report will include the following sections:

Section 1: Project Planning

- a) Location
- b) Environmental Resources Present
- c) Population Trends
- d) Community Engagement

Section 2: Existing Facilities

- a) Location Map
- b) History
- c) Condition of Existing Facilities
- d) Financial Status of any Existing Facilities
- e) Water/Energy/Waste Audits

Section 3: Need for Project

- a) Health, Sanitation, and Security
- b) Aging Infrastructure
- c) Reasonable Growth

Section 4: Alternatives Considered

- a) Description
- b) Design Criteria
- c) Maps
- d) Environmental Impacts
- e) Land Requirements
- f) Potential Construction Problems
- g) Sustainability Considerations
 - 1) Water & Energy Efficiency
 - 2) Green Infrastructure
 - 3) Others
- h) Cost Estimates

Section 5: Selection of an Alternative

- a) Life Cycle Cost Analysis
- b) Non-Monetary Factors
 - 1) Operational Staff and Costs

Section 6: Proposed Project(s) (Recommended Alternative)

- a) Preliminary Project Design
- b) Estimated Project Schedules
- c) Permit Requirements
- d) Sustainability Considerations
 - 1) Water and Energy Efficiency
 - 2) Green Infrastructure
 - 3) Others
- e) Total Project Cost Estimate
- f) Annual Operating Budget
 - 1) Income
 - 2) Annual O&M Costs
 - 3) Debt Repayments
 - 4) Reserves

Section 7: Conclusions and Recommendations

Assumptions / Exceptions

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

- Grant/Funding applications are not included in this proposal but may be included under an amended scope of work.
- No permitting assistance is included in this proposal.
- A fee for an Environmental Report is not included at this time. Once options are determined and the need for an ER is determined we can provide a scope to the City for the ER.

Fees

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

Task	Description	Fee
Task 1	Preliminary Engineering Report	\$85,000
Tasks 1 Total:		\$85,000

Task 1 is time and materials not to exceed. Lumos will be happy to amend this proposal as necessary to add other services not included or to amend the proposed services to better match the scope of services required.

If this proposal is acceptable, please provide the City's contract for signature. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order"

may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would happy to discuss them with you.

Sincerely,



Jonathan Lesperance, P.E.
Group Manager – Engineering



Kristin Tokheim, P.E.
Senior Engineer



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 19, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: No: X	Yes: X No:	510-395-910, 520-395-920

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to approve a will-serve commitment for The Meadows at Inglewood Building H Unit 115 & 120 of .34 ERC's for Water and 1.16 ERC's for Sewer for Lyon County Parcel 020-341-11 located at 1044 Inglewood Drive Building H Unit 115 & 120, Fernley, NV

AGENDA ITEM BRIEF:

1. The Meadows at Inglewood Building H Unit 115 & 120 - is seeking a Will-Serve Request for tenant improvements for this building shell.
2. This project requires .34 ERC's for water and 1.16 ERC's for sewer.
3. The project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.39.060(a).

RECOMMENDED MOTION:

" I move to approve the Will-Serve for The Meadows at Inglewood Building H Unit 115 & 120 of .34 ERC's for Water and 1.16 ERC's for Sewer for Lyon County Parcel 020-341-11 located at 1044 Inglewood Drive Building H Unit 115 & 120, Fernley, NV."

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:**PROJECT SUMMARY:**

The Meadows at Inglewood (aka "TMAI") Building H Unit 115 & 120 is seeking a will-serve for .34 water ERC's and 1.16 sewer ERC's to be used for tenant improvements for a daycare.

Pursuant to FMC 32.39.060(a), commercial properties where the calculated ERC is less than 0.5 may pay a fee in lieu of dedication of a water right. The in lieu of fee is currently \$7,700 per acre-foot. Accordingly, the fee for the requested will-serve is \$2,926.00. The water connection fee for this project is \$2,380.00 and the sewer connection fee is \$5,800.00 both of which will be required to be paid before issuance of the will serve commitment.

BACKGROUND:

While The Meadows at Ingelwood holds a beneficial interest in water rights previously banked with the City, they have chosen to pay the in lieu of fee for this particular project as authorized under FMC 32.39.060(a).

RELEVANT LAWS, STATUTES, AND REGULATIONS:

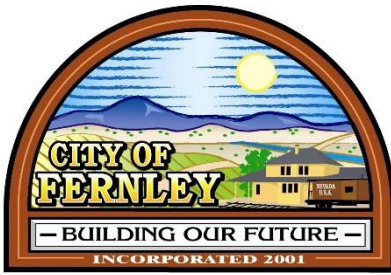
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2022.10.19 Will Serve - TMAI DayCare



THE CITY OF FERNLEY
Public Works Department
595 Silver Lace Blvd
Fernley, NV 89408

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Our Second Home Daycare (TMAI) Development/ project or property located at APN 021-341-11 Fernley, Nevada with .34 water connections and/or 1.16 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,000.00 per unit for water and \$5,000.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 020-341-11

Fernley City Council Approved Will-Serve on October 19, 2022

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 19, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Jessica Dover

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

100-475-430

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Award a Contract for Engineering Services for the FY 22/23 PMP Maintenance Project, to Lumos and Associates, Inc., in an amount not to exceed \$251,200

AGENDA ITEM BRIEF:

This project will complete appropriate maintenance treatments for streets that have been selected by Staff using key parameters of the City of Fernley Pavement Management Program, Resolution #2015-008, adopted September 16, 2015.

RECOMMENDED MOTION:

"I move to Award a Contract for Engineering Services for the FY 22/23 PMP Maintenance Project, to Lumos and Associates, Inc., in an amount not to exceed \$251,200."

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. City Council may award the proposed Contract for Engineering Services to Lumos and Associates, Inc.
2. City Council may reject the proposed Contract and provide additional direction to the City Manager

BACKGROUND:

The Pavement Management Program (PMP) Policy, was adopted by City Council on September 16, 2015 through Resolution #2015-008. The PMP provides direction to Staff regarding effective planning of pavement preservation projects, with the intent to maximize the lifespan of the City's Street Network in an efficient and consistent manner, while ensuring applicable Stakeholders understand the project selection process.

The annual slurry project associated with the City's PMP applies to street sections within the Network that have been identified as candidates to receive preventative maintenance treatments. Seven (7) preventative maintenance treatment projects have been completed since project implementation in 2016. Over this 7-Year period, it is estimated that the City has completed preventative maintenance treatments on approximately 55% of the City's total paved Network; approximately 60% of total Pavement Management Sections eligible for preventative maintenance as defined per the 2015 PMP Policy.

PROJECT SUMMARY:

Overview

The proposed Contract with Lumos and Associates, Inc. (Lumos) includes Engineering Design and Construction Management Services to complete the City of Fernley's (City's) FY 22/23 PMP Maintenance Project (Project).

This project will complete appropriate maintenance treatments for streets that have been selected by Staff using key parameters of the City of Fernley Pavement Management Program, Resolution #2015-008, adopted September 16, 2015.

The FY 22/23 PMP Maintenance Project will consider application of appropriate maintenance treatments for: Cottonwood LN (approximate limits east of Hardie LN to west of Bardot WY and 600' east of Rosewood DR to 63' west of SR 828), Sage ST, Sage DR, and streets within: Sage Valley EST, Sage Ranch EST, Fernley Hills Unit 1, Mountain View EST, Equestrian EST and Farm LN EST subdivisions. Minor drainage Improvements within the proposed Project area will be evaluated for inclusion in the Project. Many of the streets within the proposed FY 22/23 Project area have not been previously slurred.

The following additional Services are being proposed by Lumos, per Staff's request, for the FY 22/23 Scope of Services:

- Task 1D: ADA Compliance Monitoring Recommendations
 - o As directed by City, Lumos will assist in developing replacement criteria for both compliant and non-compliant pedestrian improvements, such as: curb & gutter, sidewalk, pedestrian access ramps, driveway transitions, etc., which may be incorporated into the City's (future) ADA Transition Plan. Lumos will assist in developing compliance inspection guidelines and procedures.
- Task 2.B.5: Inspection – Striping & Signage Retroreflectivity
 - o This Task includes collection of retroreflectivity data within the Project area, including GPS location, of newly installed pavement striping/markings and existing sign assets throughout the Project area.

The proposed Scope of Work (Attachment A to the City of Fernley Standard Contract for Engineering Services, Lumos and Associates, Inc.), includes but is not limited to: an investigation of existing conditions, engineering and design of appropriate maintenance treatment and striping quantities, specifications for associated repair/maintenance items, construction administration, inspection during construction, and materials testing services.

This Project is tentatively scheduled to bid Spring 2023.

Lumos and Associates, Inc.

Lumos and Associates, Inc. was selected from the City's 2018-2020 Qualified Professionals List: Street Rehabilitation and Reconstruction, Land Surveying, Hydrology and Hydraulics, Construction Inspection and Materials Testing Service Categories.

Lumos has assisted many agencies in Northern Nevada with Engineering Design and Construction Management Services for similar pavement maintenance projects. Lumos will be preparing plans, specifications and estimates for the Project, and will provide Construction Management (CM) Services during Construction. Lumos will be signing the City's Standard Contract in order to complete the work.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Statutes

NRS 625.050 Practice of Professional Engineering

NRS 625.530 Section 3 Restrictions upon Public Works

NRS 332.115.b

Policy & Procedure Reference

City of Fernley Pavement Management Program Policy, adopted by Fernley City Council September 16, 2015 through Resolution #2015-008

The City of Fernley Transportation Master Plan (TMP), adopted by Fernley City Council July 01, 2020 through Resolution #20-014

FINANCIAL IMPLICATIONS:

Project appropriations are included in the approved FY 2023 Budget as part of the Capital Improvement Plan:

- \$1,600,000 (100-475-430), PMP Project (Page 161, 212, A-29)

Proposed Contract for Engineering Services, Lumos and Associates, Inc.

The following Tasks have been included in the proposed Scope of Work (Attachment A to the City of Fernley Standard Contract for Engineering Services, Lumos and Associates, Inc.) as OPTIONAL:

- Task 2.B.5, Inspection - Signage & Striping Retroreflectivity
- Task 3.B, Public Notification Improvements
- Task 4, Sage Ranch Drainage Improvements
- Task 5, Project Contingency

If it is necessary to perform work to be paid from these tasks, Lumos will prepare and submit a written request detailing the need, scope and not-to-exceed budget for any proposed work. Work under these tasks shall proceed only with the City Project Manager's prior written approval.

Total Design and Bidding Services: (Tasks 1.A-1.D)	\$98,700
Total Construction Services: (Task 2.A-2.B.4 and 2.C)	\$103,500
Total Public Outreach: (Task 3.A)	\$4,900
<u>Total OPTIONAL Engineering Services: (Tasks 2.B.5, 3.B, 4 and 5)</u>	<u>\$44,100</u>
Total (Including OPTIONAL Services):	\$251,200

ATTACHMENTS:

1. 2022.10.19 Lumos ENGR Services Contract, FY 22-23 PMP, final

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 19th day of October, 2022, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and LUMOS AND ASSOCIATES, Inc., whose address is 9222 Prototype DR, Reno, Nevada 89521 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A:** Scope of Work. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
2. **Attachment B:** Fee Schedule
3. **Attachment C:** Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in Attachment C. Any change(s) to the schedule must be approved in writing by the City's Project Manager.
4. **Attachment D:** Project Team. Contractor will perform the work using the project team identified in Attachment D. Any

CONTRACT

A Contract For Design Professional Services

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

- b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.
- c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.
- d. **Optional Services.** The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior

CONTRACT

A Contract For Design Professional Services

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

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

Subtotal Professional Services: \$207,100

Subtotal OPTIONAL Professional Services: \$44,100

Total NTE Amount (Including OPTIONAL Services) \$251,200

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

If to the City: Derek Starkey, P.E., City Engineer
Engineering Department
City of Fernley
595 Silverlace BLVD
Fernley, NV 89408

If to Contractor: Steven G. Moon, P.E.
Construction Division
Lumos and Associates, Inc.
9222 Prototype DR
Reno, NV 89521

4. **INSPECTION & AUDIT:**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon

CONTRACT

A Contract For Design Professional Services

audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

5. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by 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

CONTRACT

A Contract For Design Professional Services

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

- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
- i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing

CONTRACT

A Contract For Design Professional Services

that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).
6. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
7. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

CONTRACT

A Contract For Design Professional Services

9. **FORCE MAJEURE**: Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
10. **INDEMNIFICATION**: The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.
- a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.
 - b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.
 - c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

CONTRACT

A Contract For Design Professional Services

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

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

CTR

CTR

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

CONTRACT

A Contract For Design Professional Services

into a contract with Owner to perform work from THE ____ DAY OF _____, 20__ to THE ____ DAY OF _____, 20__ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley

595 Silver Lace Blvd

Fernley, NV 89408

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



- b. **Professional Liability Insurance.** Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.
 - i. Retroactive date: Prior to commencement of the performance of this Contract
 - ii. Discovery period: Three (3) years after the termination date of this Contract.
- c. **General Requirements.**
 - i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
 - ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.

CONTRACT

A Contract For Design Professional Services

- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
 - v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
 - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by

CONTRACT

A Contract For Design Professional Services

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

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

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

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

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

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

CONTRACT

A Contract For Design Professional Services

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

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

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

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

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

CONTRACT

A Contract For Design Professional Services

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

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

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

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

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

CONTRACT

A Contract For Design Professional Services

- 24. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.
- 25. COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 26. ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 27. MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 28. INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.

CONTRACT

A Contract For Design Professional Services

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

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

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CONTRACT

A Contract For Design Professional Services

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

CONTRACT

A Contract For Design Professional Services

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

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address: 3

City: C State: Zip Code:

Telephone: Fax #:

E-mail Address:

(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: _____

CONTRACT

A Contract For Design Professional Services

ATTACHMENT A SCOPE OF WORK



October 10, 2022

Jessica Dover, P.E., Senior Project Manager
City of Fernley-Engineering Department
595 Silver Lace Boulevard
Fernley, Nevada 89408

**Attachment A – Scope of Work
FY 22/23 PMP Maintenance Project**

Dear Jessica:

Lumos & Associates, Inc. is pleased to provide you with this scope of work for design and construction services for the FY 22/23 PMP Maintenance Project.

Project Understanding

The proposed project will include pavement maintenance and repair of various streets maintained by the City of Fernley, replacement of pavement markings and striping, and minor drainage improvements. Anticipated streets/subdivisions to be evaluated for inclusion in this project include: Sage Valley Estates, Sage Ranch Estates, Fernley Hills Unit 1, Sage ST, Sage DR, Water Treatment Plant Parking Lot, Mountain View Estates, Equestrian Estates, and Farm Lane Estates.

The anticipated schedule is to bid the project in the mid to late January timeframe to allow construction to commence in Spring 2023.

We propose the following tasks to assist you with your project:

Project Scope

Task 1 – FY 22/23 PMP Design and Bidding Services

Provide design and bidding services as follows:

Task 1A – ENGR Design Services

Task 1.A.1 - Investigate Existing Conditions:

Verification of the existing conditions of the roadways proposed for surface treatment (list provided by the City of Fernley). Verification shall include:

- Assessment of each roadway section and verification that the roadway meets the criteria for a surface treatment
- Identify locations needing asphalt patching
- Identify locations needing crack sealing
- Recommendation of slurry required (ie, Type 2, Type 3, Micro, Double Micro, Cape Seals, fog seals, etc.)
- Verification of existing striping conditions

Task 1.A.2 - Design Services – Survey/Data Collection/Layout/Bid Documents

- Mapping of the proposed slurry streets which will include GPS of the roadway areas, islands, striping, utility valves and manholes using a combination of aerial photogrammetry and ground collected survey field shots. The photogrammetry can be collected by either an unmanned aerial vehicle (UAV) or traditional fixed wing aircraft.
- AUTOCAD drawings of the proposed slurry streets showing areas to be slurried including slurry limits, and locations of existing utility valves and manholes. Electronic copies to be provided.
 - Deliverables
 - Preliminary (30%): PDF map of preliminary candidates and engineer's estimate
 - 90%: PDF of project plans, contract documents, and engineer's estimate
 - Issued for Bid (IFB): PDF of project plans, contract documents, and engineer's estimate. PDF of Sheet Index/Vicinity Maps extracted from the IFB Plans. IFB Contract Documents in Microsoft Word Format. IFB ENGR Estimate of Probable Cost in Excel format. (1) bound hard copy of 11"x17" project plans.
- Slurry quantities for each street identified for preventative maintenance treatment.
- Verification of existing striping, including striping quantities for each street identified for preventative maintenance treatment and/or included for restriping as directed by the City.
- Evaluate and include red curb quantities on striping plans throughout project area (including striping only areas) at ped ramps, hydrants, and additional areas as required.
- Striping maps which will include striping upgrades required to bring streets to current MUTCD or agency requirements.
- Preparation of bid documents utilizing current EJCDC templates as provided by the City.
- Evaluate modifications to standard technical specifications and bid item clarifications.
- As Built and AutoCAD files shall be submitted to the City at project close-out.

Task 1B - Bidding Services

- Prepare Bid advertisement.
- Answer questions during the bidding process; prepare, track, and send addendum(s) as needed.
- Prepare Pre-bid meeting agenda. Attend and conduct pre-bid meeting if needed.
- Issue and track distribution of project plans and specifications.
- Attend Bid Opening and conduct if needed.
- Review submitted bids for accuracy. Prepare Recommendation of Award to the City of Fernley.
- Scan all bids received and opened during the bid-opening process and provide an electronic copy (pdf) of all scanned bids to the City.
- Return all original bids received and opened during the bid-opening process to the City.

Task 1C – Pavement Management and Inventory Updates

- Update NDOT Centerline Mileage Shapefile as directed by the City.
 - Deliverable: ESRI Shapefile
- Update the City's StreetSaver database with applicable M&R treatments and updates relevant to construction of new roadways and/or Rehab/Reconstructs by City and/or Developers, (and associated pedestrian access ramp conditions), that fall outside of preventative maintenance sections.
 - Deliverables: Completed field inspection forms for all newly constructed or Rehabilitation/Reconstruction Pavement Management Sections.
- Produce and provide M&R treatment maps as directed by the City of Fernley
 - Deliverables: PCI, Crack Seal History, M&R History - PDF and hard copy 24"x36" display maps. GIS shapefile with crack seal history data and slurry seal history date to be provided to the City for incorporation into ArcView.
- Prepare StreetSaver target driven scenarios as required by the City to analyze and update their Capital Improvement Plan (CIP). Lumos will evaluate and build project selections in StreetSaver® grouped by regionalized area(s) under consideration to be included in the annual PMP project, rehab/reconstructs, and other capital projects as identified by the City to be completed within the next 5-10 years.
 - Deliverables: StreetSaver® Target Driven Scenario(s) (TDS) in Excel and PDF with proposed streets grouped regionally by project, year of proposed construction, project type (Pavement Maintenance, Corrective Maintenance, Rehabilitation/Reconstruction). Costs shall be subtotaled by project type, year of construction, and summarized in 5-year project categories.

Task 1D – ADA Compliance Monitoring Recommendations

- As directed by the City of Fernley, Lumos will assist in developing replacement criteria for both compliant and non-compliant pedestrian improvements such as sidewalks, curb & gutter, pedestrian access ramps, and driveway transitions, and develop compliance inspection guidelines and procedures which will include:
 - Inspection forms (in PDF & Word format)
 - Step by step inspection procedures with example photos (in PDF and Word format)
 - ADA standard references (PROWAG, etc.)

Task 2 – FY 22/23 PMP Construction Services

Provide construction services as follows:

Task 2A - Construction Administration

- Attend, prepare agenda(s) and conduct the preconstruction conference and progress meetings throughout the project duration
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Preparation of traffic control plans by an ATSSA certified Traffic Control Supervisor (TCS) for submittal of NDOT Temporary Encroachment Permit Applications (if required)
- Review and stamp contractor's submittals for conformance to the contract documents

- Review and provide recommendations on test results. Recommendations will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Review and provide recommendations on contractor's construction schedule and work progress
- Provide weekly schedule maps in PDF format to the City.
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide review of contractor's weekly certified payroll reports and apprenticeship utilization
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Respond to contractor requests for information (RFI). Responses will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Provide recommendations to the City of Fernley for any necessary construction changes due to field conditions. Recommendations will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Assist in change order review and approval. Change Orders will be signed/sealed by a Nevada Professional Engineer in responsible charge, as applicable.
- Provide final test results, project photos and videos, and field reports in electronic format (.pdf)
- Provide an evaluation of surface treatments placed during the FY 21/22 PMP Maintenance project prior to the expiration of the warranty period and provide recommendations and associated inspections for any corrective actions required.

Task 2B - Construction Inspection

Task 2.B.1 - Inspection – Pavement Patching

The following staffing shall be provided during asphalt pavement patching:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time inspector, ten (10) hour workdays for 10 shifts of pavement patching. We anticipate a total of 100 inspection hours.

Task 2.B.2 - Inspection – Crack Seal Placement

The following staffing shall be provided during crack seal placement:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one part time inspector, three (3) hour workdays for 20 shifts. We anticipate a total of 60 inspection hours.

Task 2.B.3 - Inspection – Slurry Seal Placement

Slurry seal inspection will include removal of existing striping prior to placement of slurry seal, verification of traffic control and verification of slurry seal placement. Staffing shall include:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for 18 shifts. We anticipate a total of 180 inspection hours.

Task 2.B.4 - Inspection – Striping

Striping inspection will include striping placement after slurry seal has been placed. Staffing shall include:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one (1) part time inspector, for four (4) hours per day for 8 shifts for striping placement. We anticipate a total of 32 inspection hours.

Task 2.B.5 - Inspection – Striping & Signage Retroreflectivity (OPTIONAL)

Striping & Signage Retroreflectivity inspection will include collection of retroreflectivity data, including GPS location, on newly placed pavement striping/markings and existing sign assets throughout the project area.

- Provide Inspector(s) possessing the proper retroreflectivity measuring equipment. Provide one (1) part time inspector, for one (1) hour per day for 8 shifts. We anticipate a total of 8 inspection hours. The inspection time anticipated above assumes that services detailed under this task, if authorized, would be performed in conjunction with those detailed in Task 2.B.4 (Inspection – Striping).

The inspectors assigned to this project will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the City of Fernley, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to the city of Fernley, and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Maintain a daily log to provide verification of the distribution of public relation notices required to be delivered by the contractor
- Capture photos and videos during construction activities to be provided to the City
- Assist in preparation of the Punch List

Task 2C - Materials Testing

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, 2012 Edition, Revision 8 (Orange Book) testing requirements.

The following test and frequencies are anticipated:

- Provide Aggregate testing. Aggregate testing will be conducted at the beginning of the project for each aggregate source. Testing may include: Sieve Analysis, Durability, Cleanness Value, and Sand Equivalent. We anticipate six (6) samples for testing.
- Provide Emulsion testing. Emulsion testing will be completed in-house for Residue by Evaporation, Ring and Ball Softening Point, and/or Rotational Paddle Viscosity as per the specified test method. Testing frequency shall be six (6) samples for the entire project.
- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. Four (4) hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Twelve (12) – asphalt cores are anticipated. Test reports will also include percent compaction.
- Provide Portland Cement Concrete Testing. Provide field testing during concrete placement which will include: Temperature, Slump, Air Content, and fabrications of Compressive Strength Specimens. One (1) field sample and six (6) compressive strength tests are anticipated.
- Provide Native Soils and Manufactured Aggregate testing. Soils and aggregate testing are anticipated to include: Sieve Analysis, Plasticity Index, and Moisture Density Curves. We anticipate two (2) samples for testing.

Task 3 – Public Outreach

Task 3A – Public Outreach & Resident Coordination

- Provide public outreach services such as website updates and resident coordination as requested by the City.

Task 3B – Public Notification Improvements (OPTIONAL)

- Creation of an updated public notification flyer to include summarized project information and a QR code for more detailed information. If possible, collect data detailing traffic that is routed to the website/form utilizing the QR code. This task may or may not be used at the sole discretion of the City of Fernley.

Task 4 – Sage Ranch Estates Drainage Improvements (OPTIONAL)

Task 4A – Design Services – Drainage Improvements

- Mapping of the proposed drainage improvements which will include GPS of the drainage features using a combination of aerial photogrammetry and ground collected survey field shots. The photogrammetry can be collected by either an unmanned aerial vehicle (UAV) or traditional fixed wing aircraft.
- AUTOCAD drawings of the proposed drainage improvements showing areas to be constructed, and locations of existing drainage facilities. Electronic copies to be provided.
- If authorized, deliverables completed under this task will be included in those detailed in Task 1.A.1 (ENGR Design Services).

Task 4B - Inspection – Drainage Improvements

Drainage improvement inspection will include removal of existing improvements, placement of new drainage infrastructure, grading, backfill, and pavement patching. Staffing shall include:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time Senior inspector, ten (10) hour workdays for 10 shifts. We anticipate a total of 100 inspection hours.

Task 4C – Materials Testing – Drainage Improvements

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, 2012 Edition, Revision 8 (Orange Book) testing requirements.

The following test and frequencies are anticipated:

- Provide Portland Cement Concrete Testing. Provide field testing during concrete placement which will include: Temperature, Slump, Air Content, and fabrications of Compressive Strength Specimens. Three (3) field samples and eighteen (18) compressive strength tests are anticipated.
- Provide Native Soils and Manufactured Aggregate testing. Soils and aggregate testing are anticipated to include: Sieve Analysis, Plasticity Index, and Moisture Density Curves. We anticipate two (2) samples for testing.

This task may or may not be used at the sole discretion of the City of Fernley.

Task 5: Project Contingency (OPTIONAL)

As requested by the City of Fernley, Consultant will provide additional services not detailed in the above listed tasks. This task may or may not be used at the sole discretion of the City. If Consultant determines it is necessary to perform work to be paid from this task, Consultant will prepare and submit a written request detailing the need, scope, and not-to-exceed budget for any proposed work. Work under this task shall proceed only with the City Project Manager's prior written approval.

Fee Summary

The tasks described in the Scope of Work will be completed for the following fees:
(See Attachment B – Fee Schedule for additional information):

Task	Description	Fee
Task 1	FY 22/23 PMP Design and Bidding Services	
	1A-1 - Investigate Existing Conditions	\$24,800
	1A-2 - Design, Survey, Data Collection, Layout, Bid Docs	\$45,600
	1B - Bidding Services	\$6,900
	1C - Pavement Management and Inventory Updates	\$6,600
	1D - ADA Compliance Monitoring Recommendations	\$14,800
Task 2	FY 22/23 PMP Construction Services	
	2A - Administration	\$29,100
	2B-1 - Inspection (Pavement Patching)	\$15,700
	2B-2 - Inspection (Crack Seal Placement)	\$9,400
	2B-3 - Inspection (Slurry Seal Placement)	\$28,200
	2B-4 - Inspection (Striping Placement)	\$4,800
	2B-5 - Inspection (Sign & Striping Retroreflectivity) (OPTIONAL)	\$1,500
	2C - Materials Testing	\$16,300
Task 3	Public Outreach	
	3A - Public Outreach & Resident Coordination	\$4,900
	3B - Public Notification Improvements (OPTIONAL)	\$2,100
Task 4	Sage Ranch Estates Drainage Improvements (OPTIONAL)	
	4A - Design Services - Drainage Improvements	\$9,800
	4B - Inspection (Drainage Improvements)	\$15,700
	4C - Materials Testing (Drainage Improvements)	\$3,000
Task 5	Project Contingency (OPTIONAL)	\$12,000
	Total:	\$251,200

Tasks 1 through 5 are time and materials (T&M) not to exceed without prior authorization. Lumos & Associates will be happy to amend this scope of work as necessary. If this scope of work is acceptable, please provide the City's contract for execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this scope of work.

Thank you again for allowing Lumos & Associates to provide you with this scope of work. Please do not hesitate to contact myself or Steve Moon at (775) 827-6111 if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to be "B Harer", with a large circular flourish on the left.

Brian Harer
Project Manager
Construction Division

A handwritten signature in blue ink, appearing to be "S G Moon", with a horizontal line at the end.

Steven G. Moon, P.E.
Director
Construction Division

CONTRACT

A Contract For Design Professional Services

ATTACHMENT B

CONSIDERATION - FEE SCHEDULE

ATTACHMENT B-1 - FEE SCHEDULE

CITY OF FERNLEY FY 22/23 PMP MAINTENANCE PROJECT																LA22.688 10/10/2022							
BUDGET ESTIMATE																							
	Q/QC	DESIGN / PM	DESIGN / PM OVERSIGHT	\$215	\$215	\$135	PROJECT COORDINATOR	\$135	ENGINEER TECH II	\$200	SURVEY MANAGER	\$135	SENIOR INSPECTOR	M. BURNS	\$175	MATERIALS ENGINEER	FIELD TECH II	\$90	SUPPORT/ CLERICAL	MATERIALS TESTING	REIMBURSABLE EXPENSES	AERIAL SUB- CONSULTANT	TOTAL (ROUNDED)
	S. MOON	B.HAKER	A. GREENBLAT	T. ADAMS	M. PELLEGRINO	J. GOMEZ	M. GLENN	M. BURNS	Z. LIM	M. GOODMAN													
TASK																							
1 - FY 22/23 PMP: Design & Bidding Services																							
1A - ENGR Design Services																							
1A-1 - Investigate Existing Conditions																							
Sub Total Hrs. Sub Total \$																							
1A-2 -Design Services																							
Sub Total Hrs. Sub Total \$																							
1B - Bidding Services																							
Sub Total Hrs. Sub Total \$																							
1C - Pavement Management & Inventory Updates																							
Sub Total Hrs. Sub Total \$																							
1D - ADA Compliance Monitoring Recommendations																							
Sub Total Hrs. Sub Total \$																							
TASK 1 SUB-TOTAL HOURS																							
TASK 1 SUB-TOTAL FEE																							
2 - FY 22/23 PMP: Construction Services																							
2A - Construction Administration																							
Sub Total Hrs. Sub Total \$																							
2B - Construction Inspection																							
2B-1 - Inspection (Pavement Patching)																							
Sub Total Hrs. Sub Total \$																							
2B-2 - Inspection (Crack Seal Placements)																							
Sub Total Hrs. Sub Total \$																							
2B-3 - Inspection (Slurry Seal Placements)																							
Sub Total Hrs. Sub Total \$																							
2B-4 - Inspection (Striping)																							
Sub Total Hrs. Sub Total \$																							
2B-5 - Inspection (Signage & Striping Retroreflectivity)																							
Sub Total Hrs. Sub Total \$																							
2C - Materials Testing																							
Sub Total Hrs. Sub Total \$																							
TASK 2 SUB-TOTAL HOURS																							
TASK 2 SUB-TOTAL FEE																							
3 - Public Outreach																							
3A - Public Outreach & Resident Coordination																							
Sub Total Hrs. Sub Total \$																							
3B - Public Notification Improvements (OPTIONAL)																							
Sub Total Hrs. Sub Total \$																							
TASK 3 SUB-TOTAL HOURS																							
TASK 3 SUB-TOTAL FEE																							
4 - Sage Ranch Estates Drainage Improvements (OPTIONAL)																							
4A - Design Services - Drainage Improvements																							
Sub Total Hrs. Sub Total \$																							
4B - Inspection (Drainage Improvements)																							
Sub Total Hrs. Sub Total \$																							
4C - Materials Testing (Drainage Improvements)																							
Sub Total Hrs. Sub Total \$																							
TASK 4 SUB-TOTAL HOURS (OPTIONAL)																							
TASK 4 SUB-TOTAL FEE (OPTIONAL)																							
5 - FY 22/23 PMP: Project Contingency (OPTIONAL)																							
TASK 5 SUB-TOTAL FEE (OPTIONAL)																							
PROJECT TOTAL HOURS																							
PROJECT TOTAL FEE																							
TOTAL																							

ATTACHMENT B-2
FEE SCHEDULE

FY 22/23 PMP Materials Testing Summary (Task 2C):

Slurry Aggregates

Test	Unit Cost	# of Tests	Total
Sieve Analysis	\$ 200.00	4.00	\$ 800.00
Sand Equivalent	\$ 200.00	4.00	\$ 800.00
Durability Index	\$ 250.00	4.00	\$ 1,000.00
			\$ 2,600.00

Chip Seal Aggregates

Test	Unit Cost	# of Tests	Total
Sieve Analysis	\$ 200.00	2.00	\$ 400.00
Cleaness Value	\$ 250.00	2.00	\$ 500.00
			\$ 900.00

Emulsified Asphalt

Test	Unit Cost	# of Tests	Total
Rotational Paddle Viscosity	\$ 500.00	2.00	\$ 1,000.00
% Residue / Ring & Ball Softening Point	\$ 400.00	4.00	\$ 1,600.00
			\$ 2,600.00

Asphalt Concrete

Test	Unit Cost	# of Tests	Total
Asphalt Concrete Series (Marshall)	\$ 675.00	4.00	\$ 2,700.00
Ignition Oven Correction	\$ 300.00	1.00	\$ 300.00
Asphalt Concrete Core Specific Gravity/Unit Weight	\$ 75.00	12.00	\$ 900.00
			\$ 3,900.00

Portland Cement Concrete

Test	Unit Cost	# of Tests	Total
Compression - Concrete Cylinder	\$ 40.00	6.00	\$ 240.00
			\$ 240.00

FY 22/23 PMP Laboratory Testing Total (Task 2C): \$ 10,240.00

Sage Ranch Estates Drainage Improvements Materials Testing Summary (Task 4C: OPTIONAL)

Portland Cement Concrete

Test	Unit Cost	# of Tests	Total
Compression - Concrete Cylinder	\$ 40.00	18.00	\$ 720.00
			\$ 720.00

Native Soil & Manufactured Aggregate

Test	Unit Cost	# of Tests	Total
Sieve Analysis	\$ 200.00	2.00	\$ 400.00
Plasticity Index	\$ 225.00	2.00	\$ 450.00
Moisture Density Curve w/Rock Correction	\$ 425.00	2.00	\$ 850.00
			\$ 1,700.00

Sage Ranch Estates Drainage Improvements Materials Testing Summary (Task 4C: OPTIONAL): \$ 2,420.00

CONTRACT

A Contract For Design Professional Services

ATTACHMENT C SCHEDULE OF SERVICES

ATTACHMENT C SCHEDULE OF SERVICES														
ID	Task Name	Duration	Start	Finish	Sep	4th Quarter Oct	Nov	Dec	1st Quarter Jan	Feb	Mar	2nd Quarter Apr	May	Jun
1	Project Kick-Off	1 day	Mon 10/31/22	Mon 10/31/22										
2	Complete Field Evaluations & GPS Survey	25 days	Mon 11/7/22	Fri 12/9/22										
3	Submit 90% Plans, Project Specifications, & TDS to City	2.2 wks	Fri 12/9/22	Fri 12/23/22										
4	City Review Comments / Review Meeting (2 Weeks)	2.2 wks	Fri 12/23/22	Fri 1/6/23										
5	Submit Final Plans, Specifications, & TDS to City	2.2 wks	Fri 1/6/23	Fri 1/20/23										
6	City Review Comments	3.2 wks	Fri 1/20/23	Fri 2/10/23										
7	Submit Final TDS to City	1 day	Fri 3/3/23	Fri 3/3/23										
8	Advertise for Bids	3.2 wks	Wed 2/22/23	Wed 3/15/23										
9	Pre-Bid Conference	1 day	Fri 3/3/23	Fri 3/3/23										
10	Open Bids	1 day	Wed 3/15/23	Wed 3/15/23										
11	City Council Award	1 day	Wed 4/5/23	Wed 4/5/23										
12	Pre-Construction Conference	1 day	Fri 4/14/23	Fri 4/14/23										
13	Notice to Proceed	1 day	Mon 4/17/23	Mon 4/17/23										
14	Construction	45 days	Mon 4/17/23	Fri 6/16/23										
Project: FY 22/23 PMP MAINTENANCE PROJECT Date: 10/10/2022					Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress									

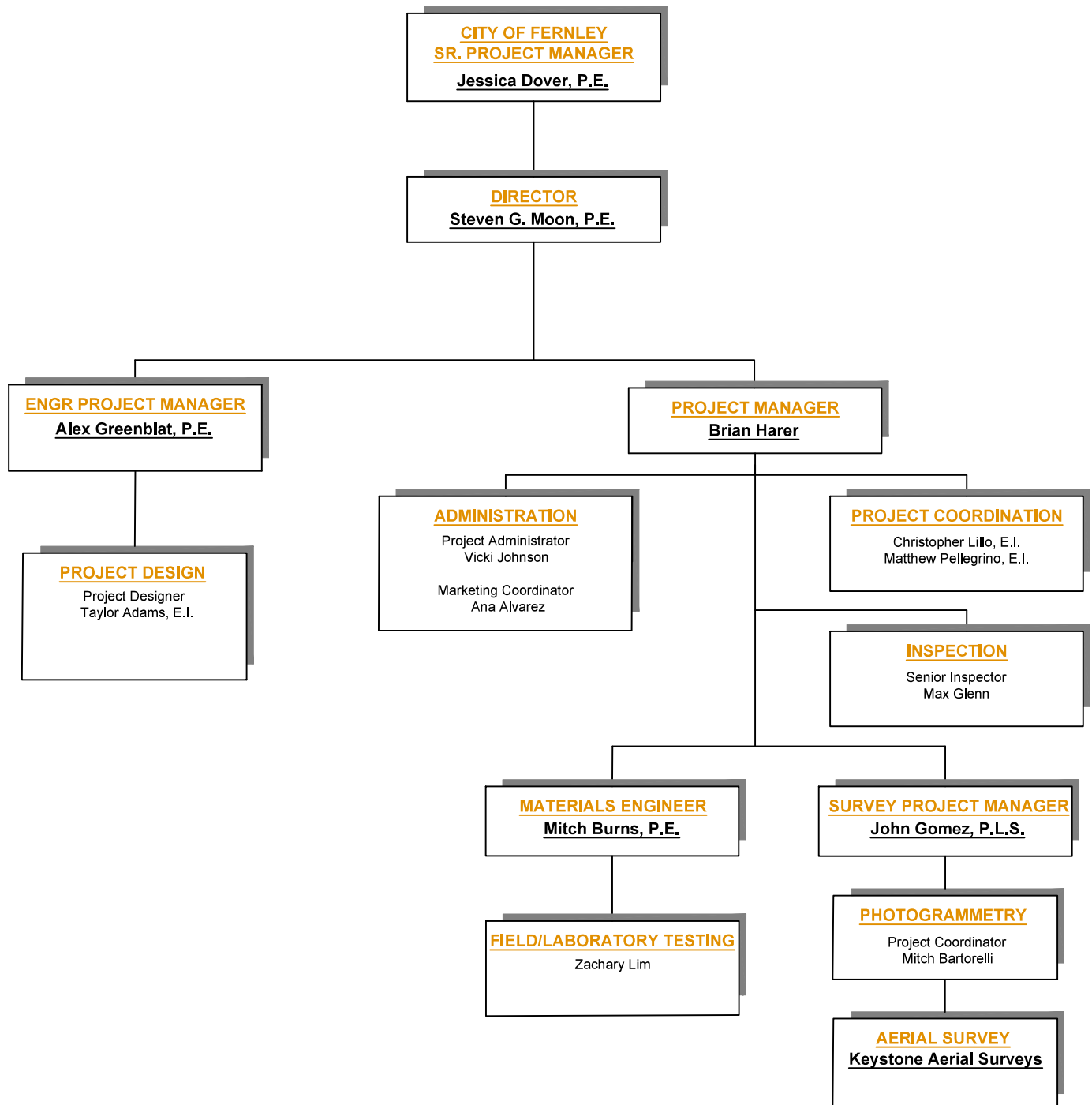
CONTRACT

A Contract For Design Professional Services

ATTACHMENT D
PROJECT TEAM

FY 22/23 PMP MAINTENANCE PROJECT

PROJECT TEAM





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 19, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Brenda Gosser, Deputy City Clerk

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

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible Action to approve the Medical and Recreational Cannabis Cultivation licenses for West118 Investments, LLC

AGENDA ITEM BRIEF:

Possible Action to approve the Medical and Recreational Cannabis Cultivation licenses for West118 Investments, LLC

RECOMMENDED MOTION:

"I move to approve the Medical and Recreational Cannabis Cultivation licenses for West118 Investments, LLC."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

There are established medical and recreational marijuana license procedures in the City of Fernley. Applicants are required to obtain medical and recreation licenses from the Nevada Cannabis Board.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

City Clerk's Office collects marijuana license fees that are reported under the business license revenue in the General Fund.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 19, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Brenda Gosser, Deputy City Clerk

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

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible Action to approve the Medical and Recreational Cannabis Production licenses for West118 Investments, LLC

AGENDA ITEM BRIEF:

Possible Action to approve the Medical and Recreational Cannabis Production licenses for West118 Investments, LLC

RECOMMENDED MOTION:

"I move to approve the Medical and Recreational Cannabis Production licenses for West118 Investments, LLC."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

There are established medical and recreational marijuana license procedures in the City of Fernley. Applicants are required to obtain medical and recreation licenses from the Nevada Cannabis Board.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

City Clerk's Office collects marijuana license fees that are reported under the business license revenue in the General Fund.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 19, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED:

AGENDA ITEM: (For Possible Action):

First Reading, Introduction of Bill # 318 (ZMA22008)

Consideration and possible action to introduce Bill # 318 as an ordinance for a Zoning Map Amendment request to change the zoning on a site ±83.9-acres and generally located north of Farm District Road at the intersection of Clearwater Parkway (APN: 021-341-18) from RR1 (Residential - Rural, 1-acre minimum) to ±68.4-acres of SF6 (Residential - Single-Family, 6,000 square feet minimum) and ±15.5-acres of MDR14 (Medium Density Residential, 14 dwelling units per acre).

AGENDA ITEM BRIEF:

Staff will read the bill by name and ask the Mayor to place it on the November 2, 2022 City Council agenda.

RECOMMENDED MOTION:

No motion required.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

ZMA22008 was recommended to City Council for approval by a 3-2 vote of the Planning Commission on September 14, 2022. That same meeting, Planning Commission forwarded a technical denial recommendation of 3-2 for MPA22003. Though the majority of Planning Commissioners in attendance voted to forward a recommendation for the master plan amendment, NRS 278.210 requires "the affirmative votes of not less than two-thirds of the total membership of the commission". In order for Planning Commission to forward a recommendation for a master plan amendment, 5 members must vote in favor of it.

The Clements Ranch Property, APN 021-341-18 (±83.9 acres) is located north of Farm District Road, between Bridle Path Way and Red Rock Road (See Vicinity Map). The property is currently vacant except for the old ranching houses. The subject parcel (APN 021-341-18) is used currently for agriculture purposes, which the Clements family has operated for the past 60+ years. According to the Clements Family (Applicant) farming in the valley is no longer a viable long-term option. As much as they regret the necessity, they also noted it is the right time to surrender to the inevitable and begin the process to plan for the next use as Fernley continues to grow. More specifically, the Clements Family has noted several challenges that have ultimately led to this decision with the more prominent issues being the fact that the family is starting to age out of the agriculture business with no additional family members wanting to take over coupled with the challenge of continued restrictions on irrigation as growth has continued over the years (reduction from irrigating 6 to 7 times per year to the current 2). Adding to the irrigation challenges are the planned closure of the canal next year. The regulations on irrigation, as well as the continued cost to operate the ranch have created a situation where the land used for agricultural purposes is no longer a viable option.

The Clements Family intends on submitting an application to create a master planned community that can serve Fernley for multiple generations. Multiple zoning designations that lend themselves to workforce housing provides opportunity for more Fernley families to live and work in the same location. Offering different levels of density within the same community gives new working-class families the chance to buy their first home with an opportunity to move to a larger home as time goes on while staying in the same area. Something that does not really exist in the east Fernley area.

ANALYSIS

The Master Plan land use designation for the subject property is Single-Family Residential (SFR), which allows single-family zoning, including the requested SF6 zoning for ±68.4 acres of the parcel. The current RR1 zoning is not a compatible zoning designation under the SFR land use designation. The requested ±15.5 acres of MDR14 zoning requires a Master Plan Amendment to Mixed Residential (MR) to support the proposed zoning.

According to the applicant, the Zoning Map Amendment and Master Plan Amendment requests are necessary to allow for the future development of the property to help fulfill the current and future anticipated housing demand in Fernley as a result of continued employment growth in the surrounding area. The proposed Master Plan and Zoning Map Amendments would allow for a mix of single-family detached lots and a small portion set aside for single-family attached lots to create diversity in the housing type mix to address the "missing middle" product type.

The City of Fernley Code of Ordinances Section 32.06.070 outlines development standards for Single-family Residential Districts (SF20, SF12, SF9, and SF6). This code section would require future projects to provide buffering, lot matching or transition of density when adjacent to existing residential properties.

Section 32.06.080 of the City of Fernley Code outlines development standards for Multiple Family Residential districts (MDR14, MF21, and MF30). Multi-family districts are intended primarily for higher density residential

uses, mixed use centers, and single family attached uses (i.e. triplex/townhomes/duplex). The proposed ±15.5 acres of MDR14 is situated in the northern portion of the parcel and is buffered from existing residential properties through the proposed SF6 zoning, and is directly adjacent to an existing commercially zoned property along U.S. Hwy 50A. This use is appropriate in this location to promote adequate density transition while offering a higher density to help support the existing commercial zoning.

One of the important community principles that guided the 2018 City of Fernley Comprehensive Master Plan update was to diversify Fernley's housing types and provide more obtainable options to serve a broader range of the community. Previous land patterns in Fernley have promoted larger lots, which have led to higher housing costs and inefficient use of infrastructure resulting in higher utility costs. The proposed Zoning Map Amendment will help implement the new Master Plan and increase the overall supply of housing in the region while the Master Plan Amendment will help to diversify Fernley's housing products.

FINDINGS

Master Plan Amendment

MP1: The master plan amendment would implement the goals listed within the City of Fernley Master Plan as listed in the staff report.

Relationship to the Master Plan

1. Mixed Residential (MR)

The proposed development is located within an area designated as Mixed Residential (MR) in the city's Comprehensive Master Plan. The description of the Mixed Residential land use states the equivalent zoning districts are MDR14 (Medium Density Residential, 7-14 du/ac). Per the Comprehensive Master Plan document, Mixed Residential focuses on Single family detached, small-lot single family detached, single family attached, triplexes, townhomes, condos, manufactured/mobile home parks. Other uses such as lower density multifamily buildings may be permitted by discretionary entitlement. Planned Development (PD) zoning may be applied to the area designated Mixed Residential for entitlement and construction.

The Comprehensive Master Plan goes on to state that Mixed Residential areas are typically located in areas within walking distance to services and amenities. One-fourth (¼) of a mile is usually considered an acceptable walking distance. The Mixed Residential land use is intended to preserve and create a wide range of low-to-medium density housing types. The maximum number of dwelling units that may be located in this district is fourteen (14) units per one (1) acre. Developers are encouraged to integrate a range of housing product types into proposed projects. Municipal services are required for new development within the Mixed Residential land use designation.

2. The Land Use Plan Goals and Action Strategies in the 2018 Comprehensive Master Plan that are relevant to this proposal include:

Population, Housing & Employment

HP.1.1 Enhance Fernley's vitality as a community by providing a variety of housing types, density and costs that accommodate the needs, desires and financial abilities of the current and future households.

HP.1.1.1 Encourage higher densities in the downtown core and as part of master planned communities that also provide a mixture of job-generating and commercial land uses within the overall development.

HP.1.1.2 Encourage large-scale housing development that incorporates efficient land use techniques and creates a distinct sense of place and neighborhood diversity.

HP.1.1.3 Encourage the development of live-work master planned communities.

HP.1.1.4 Encourage the efficient use of land and existing infrastructure by focusing on achieving good design in new housing or redeveloped housing on either vacant land, infill parcels and/or under-developed parcels.

HP.1.2 Encourage housing that supports sustainable development patterns by promoting the efficient use of land, conservation of natural resources, easy access to services and public facilities such as parks, and resource efficient design and construction.

HP.1.2.1 Foster flexibility in the division of land and the siting of buildings and other improvements to reduce new development's impact on environmentally sensitive areas.

HP.1.2.2 Use resource efficient technologies and materials in housing construction that increase the useful life of new and existing housing.

HP.1.3 Strive for viable mixed income neighborhoods throughout Fernley that collectively reflect the diversity of housing types and tenure (rental and ownership).

HP.1.3.1 Encourage a distribution of household incomes throughout the various planning areas.

HP.1.3.2 Promote planned unit developments that include a mix of housing types.

HP.1.6 Provide a spectrum of high quality housing to meet the City's need.

HP.1.6.1 Create flexible zoning policies to allow accessory dwellings and multi-family units for low-income families.

HP.1.6.2 Pursue the elimination of overcrowded, unsafe and unsanitary living conditions through code enforcement violations.

HP.1.6.3 Consider the cumulative impact of regulations on the ability of housing developers to meet current and future housing demand.

Land Use

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

LU.1.1.1 Require new development to provide its proportionate share of improvements to avoid a degradation of services for existing residents. This requirement will be applied regardless of project size in order to avoid incremental erosion of services and facilities.

LU.1.1.2 Encourage development of vacant or underutilized lands within the community core where adequate infrastructure and facilities currently exists.

LU.1.1.3 Require new development to provide certified, stamped studies demonstrating the impact proposed development will have on existing infrastructure and to provide improvements and/or funding in lieu of improvements in proportion to the impacts of the proposed projects on the city's roadway, sewer and water systems.

LU.1.5 Promote infill development.

LU.1.5.1 Encourage the intensification of land use in the existing community core.

LU.1.5.2 Complete the downtown historic district area plan and development standards, which may involve intensification of land use.

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

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

The proposed development provides a variety of housing densities, lot sizes, and cost options. Single-family attached options in the northern portion of the parcel will offer townhomes, duplexes, or triplexes, and the remainder of the site will be developed with single-family detached lots at 6,000 square feet, 15,000 square feet, and ½ acre lot sizes. This will offer a variety of sizes and housing cost options to the area, addressing the growing need for housing in Fernley.

The subject parcels are within an area near existing infrastructure and close to US 50, which is an area of

Fernley proposed for redevelopment. Main sewer and water infrastructure are available adjacent to the subject site north of the parcel and within Red Rock Rd. The subject parcel is surrounded by existing development with a future commercial center located to the north. The proposed MR would provide workforce housing opportunities for the adjacent employment center (Victory Logistics) while also providing higher density to support the future commercial which remains undeveloped today. There is an existing connection to US 50 via Red Rock Rd and a planned US 50 connection further west through the Friendly 5 planned community currently under construction. It is anticipated that a future project would provide addition connection opportunities though a main collector road from Farm District through the subject parcel to the northern connection points.

The range of housing options and lot sizes proposed in this project will equate to a variety of cost options, promoting a mixed income neighborhood on the site which will blend well with surrounding development. Single-family attached homes in the ±15.5 acres of proposed MDR14 zoning would introduce affordable housing options to the city and promote efficient use of existing infrastructure, utilities, and services. This could effectively spur further redevelopment efforts and attract new residents to the city.

Given the new large scale industrial projects that have been recently approved in Fernley and the surrounding area the City of Fernley is expected to see increased population and employment over the next 20 years. The largest industrial development in Fernley, Victory Logistics, sits less than 2 miles away with an anticipated employment generation of over 10,000 people in phase 1. The housing options proposed on the subject parcel will introduce multiple high-quality options at different price points, addressing the City's growing need.

Most utilities needed to serve the project site are currently available within Farm District Road, which fronts the south boundary of the project site. The city operates an 18-inch-diameter water main on the south side of Farm District Road, and dry utilities (natural gas, power, communications, cable TV) are available on the north side of the highway. Additionally, these utilities are also available on the Quick Cal Way street stub to the east (i.e., off Red Rock Road). There is adequate capacity for utilities to support future development. A future project would provide all necessary backbone infrastructure and utility connections.

The subject parcel is an infill site surrounded by existing subdivisions and planned commercial development along US 50 as well as existing infrastructure and services. The proposed Master Plan Amendment provides workforce housing opportunities adjacent to existing commercial properties and is adequately buffered from the existing subdivisions and therefore would be compatible with the surrounding area. The MR designation would provide workforce housing opportunities for the proposed Victory Logistics employment center less than 2 miles away with direct connectivity to US 50.

MP2: The master plan amendment would be compatible with surrounding land uses.

SURROUNDING LAND USES AND ZONINGS (OF PROJECT SITE)		
Direction	Land Use	Zoning
North	Commercial & Open Space & Parks	C2 & GR20
South	Single Family Residential	SF20
East	Single Family Residential	RR½
West	Single Family Residential	RR1

To the north of the subject parcel are existing commercial property fronting along US 50. The proposed MR designation would be compatible with the existing commercial. The proposed land plan also includes leaving areas of SFR to the east and west which would provide an adequate buffer or density transition from the

proposed MR and existing subdivisions. Future development of the SFR areas will also have to address residential adjacency standards. The MR was placed specifically where the subject area will have direct access to the existing commercial area and to US 50 so that it can be compatible with the surrounding land uses while also providing an opportunity to create workforce housing for the Victory Logistics district less than 2 miles away.

MP3: Public notice was given, and a public hearing held per the requirements of Nevada Revised Statutes and Fernley Development Code.

Public notice was given, and a public hearing was scheduled per the provisions outlined in the City's Municipal Code and Nevada Revised Statutes.

Zoning Map Amendment

Z1: Consistent with the city's master plan and otherwise consistent with state and federal law.

1. Mixed Residential (MR)

The proposed development is located within an area designated as Mixed Residential (MR) in the city's Comprehensive Master Plan. The description of the Mixed Residential land use states the equivalent zoning districts are MDR14 (Medium Density Residential, 7-14 du/ac). Per the Comprehensive Master Plan document, Mixed Residential focuses on Single family detached, small-lot single family detached, single family attached, triplexes, townhomes, condos, manufactured/mobile home parks. Other uses such as lower density multifamily buildings may be permitted by discretionary entitlement. Planned Development (PD) zoning may be applied to the area designated Mixed Residential for entitlement and construction.

The Comprehensive Master Plan goes on to state that Mixed Residential areas are typically located in areas within walking distance to services and amenities. One-fourth (¼) of a mile is usually considered an acceptable walking distance. The Mixed Residential land use is intended to preserve and create a wide range of low-to-medium density housing types. The maximum number of dwelling units that may be located in this district is fourteen (14) units per one (1) acre. Developers are encouraged to integrate a range of housing product types into proposed projects. Municipal services are required for new development within the Mixed Residential land use designation.

2. SFR (Single Family Residential)

The proposed development is located within an area designated as Single Family Residential (SFR) within the city's Comprehensive Master Plan. The description of the Single-Family Residential land use states that the equivalent zoning districts are SF6 (Single Family, 6,000 sq. ft. minimum lot size), SF9 (Single Family, 9,000 sq. ft. minimum lot size), SF12 (Single Family, 12,000 sq. ft. minimum lot size), and SF20, (Single Family, 20,000 sq. ft. minimum lot size). Per the Comprehensive Master Plan document, Single Family Residential focuses on single-family detached residences, along with parks, open spaces, and religious institutions. Lot sizes generally vary within subdivisions but are always above the minimum level depending on the zoning code.

The Comprehensive Master Plan also goes on to state that Municipal services are required in Single Family Residential designations, that they be buffered from adjacent roadways and differing uses, and that residences be sited to offer privacy to the occupants of these areas, while providing connectivity and ease of access to surrounding areas. The Single-Family Residential land use consists of primarily single family detached homes with varies lot sizes. The maximum density associated with the SF9 zoning classification is 4 dwelling units per acre.

3. The Land Use Plan Goals and Action Strategies in the 2018 Comprehensive Master Plan that are relevant to this proposal include:

The applicant identified several City of Fernley Comprehensive Master Plan goals and policies as being supported by the entire Victory Logistics project. These goals and policies are listed in Master Plan Amendment MP1, above.

SF6 is one of five zoning districts allowed in the Single Family Residential (SFR) Master Plan designation. The current RR1 is not a compatible zoning district for SFR. MDR14, proposed in the northern 15.5 acres of the site, is compatible with the proposed Mixed Residential (MR) Master Plan designation, requiring a Master Plan Amendment (included with this request). The proposed zoning in the 15.5-acre portion of the site would facilitate future development of the site with medium-density residential options, which is compatible with surrounding development and aligns with the existing adjacent commercial parcels and would support future employment less than 2 miles away.

As described in the Master Plan, the MR land use category should include a mix of housing options and densities, have access to municipal services, and be located in an area within walking distance to services and amenities. The proposed zoning map amendment will expand the potential options of housing types of the site could be developed with. The site will have access to existing municipal services and be in an ideal location for access to nearby businesses and services. Additionally, the zoning map amendment would promote development of a currently vacant infill site in an area near a recently approved employment center (Victory Logistics).

Z2: Consistent with the surrounding land uses.

SURROUNDING LAND USES AND ZONINGS (OF PROJECT SITE)		
Direction	Land Use	Zoning
North	Commercial & Open Space & Parks	C2 & GR20
South	Single Family Residential	SF20
East	Single Family Residential	RR½
West	Single Family Residential	RR1

The proposed zoning designations of SF6 and MDR14 encourage a mix of housing types consistent with the adopted Master Plan. The mid-range density of MDR14 would be a compatible land use with various residential districts and commercial uses making this designation an ideal transition between commercial and more traditional single family uses. There are plenty of examples where a range of density exists along Farm District Road, and recent code updates provide specific adjacency standards to existing subdivisions to encourage better compatibility between densities. The proposed amendments will continue the single family residential while keeping the higher dense MDR14 closer to the existing commercial area along US 50.

Z3: Public notice was given, and a public hearing held per the requirements of Nevada Revised Statutes and Fernley Development Code.

Public notice was given, and a public hearing was scheduled per the provisions outlined in the City's Municipal Code and Nevada Revised Statutes.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

- Nevada Revised Statutes Chapter 278 - Planning and Zoning
- Fernley Municipal Code, Title 32 - Development Code
- City of Fernley Development Code:
 - Section 32.03.040 - Annexation, comprehensive master plan, and zoning applications.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Bill # 318 – ZMA22008
2. Vicinity Map
3. Existing Zoning
4. Proposed Zoning

When recorded, mail to:
City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

BILL # 318
CITY OF FERNLEY
ORDINANCE # _____

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA22008, TO CHANGE THE ZONING ON A ±68.4-ACRE PORTION OF ASSESSOR'S PARCEL NUMBER (APN) 021-341-18, GENERALLY LOCATED NORTH OF FARM DISTRICT ROAD AT THE INTERSECTION OF CLEARWATER PARKWAY, FROM RR1 (RESIDENTIAL RURAL, 1 ACRE) TO SF6 (SINGLE-FAMILY, 6,000 SQUARE FEET) AND TO CHANGE A ±15.5-ACRE PORTION OF THE SAME APN FROM RR1 TO MDR14 (MEDIUM DENSITY RESIDENTIAL, 14 DWELLING UNITS PER ACRE) AND OTHER MATTERS PROPERLY RELATING THERETO.

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

Section 1: The zoning of property described in Exhibit "A", which is attached hereto and incorporated herein by reference, situated in the City of Fernley, County of Lyon, State of Nevada, is hereby changed from RR1 (Residential Rural, 1 Acre) to ±68.4-acres of SF6 (Single-family, 6,000 square feet) and ±15.5-acres of MDR14 (Medium Density Residential, 14 dwelling units per acre), on a site approximately ±83.9-acres in size and generally located north of Farm District Road at the intersection of Clearwater Parkway in Fernley, NV (APN: 021-341-18).

SECTION 2: The zoning map of the City of Fernley is hereby amended in accordance with the zoning map amendment herein.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the plan certified herein as provided by law.

SECTION 5: This ordinance shall become effective upon passage, approval, and publication.

SECTION 6: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of public health, safety, welfare and convenience.

SECTION 7: If any subsection, phrase, sentence or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 8: The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL # 318 BEING HEREBY PROPOSED on this 19th day of October 2022.

BILL # 318 BEING HEREBY PASSED, APPROVED and ADOPTED this 2nd day of November 2022, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

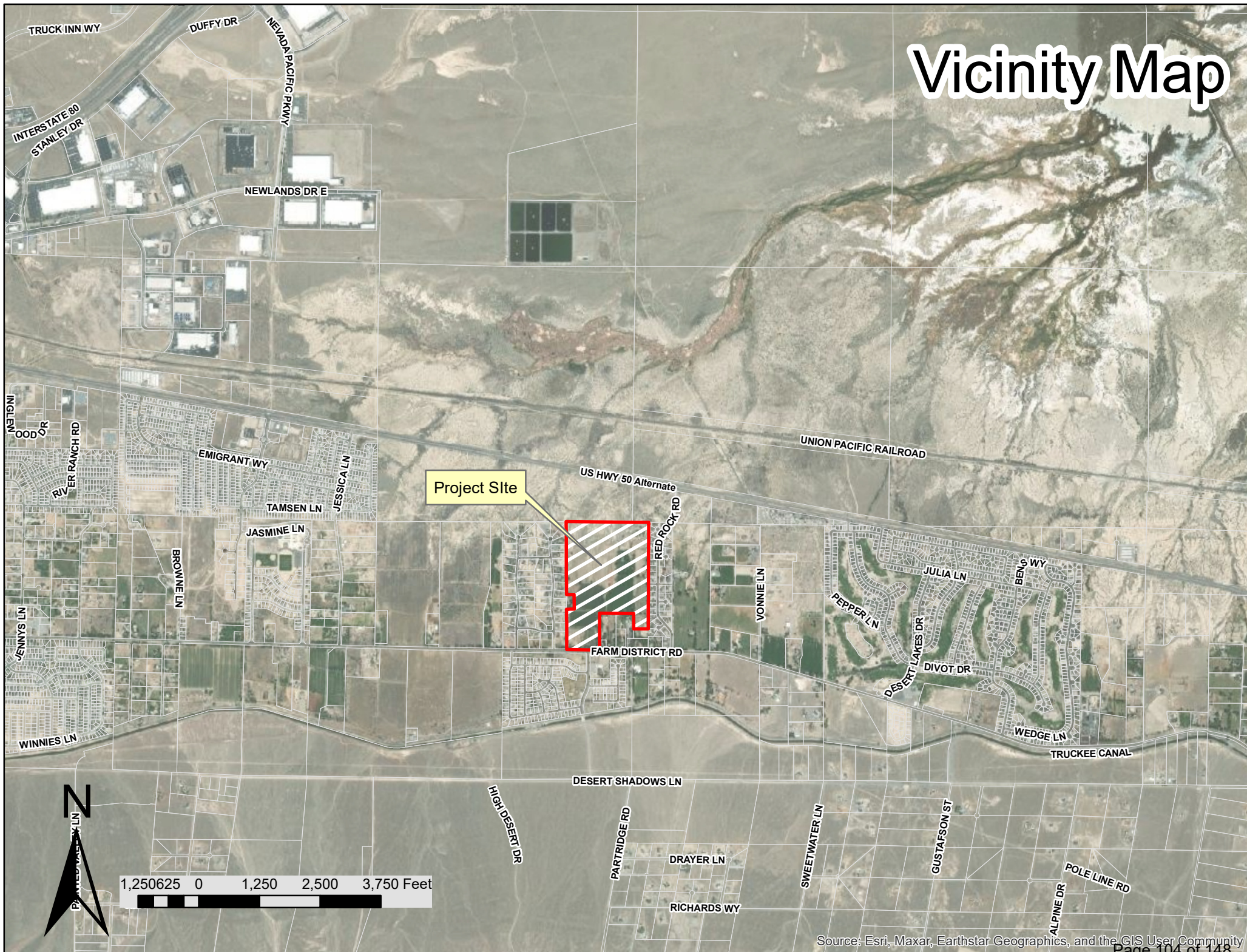
By: _____
Roy Edgington, Mayor

Date: _____

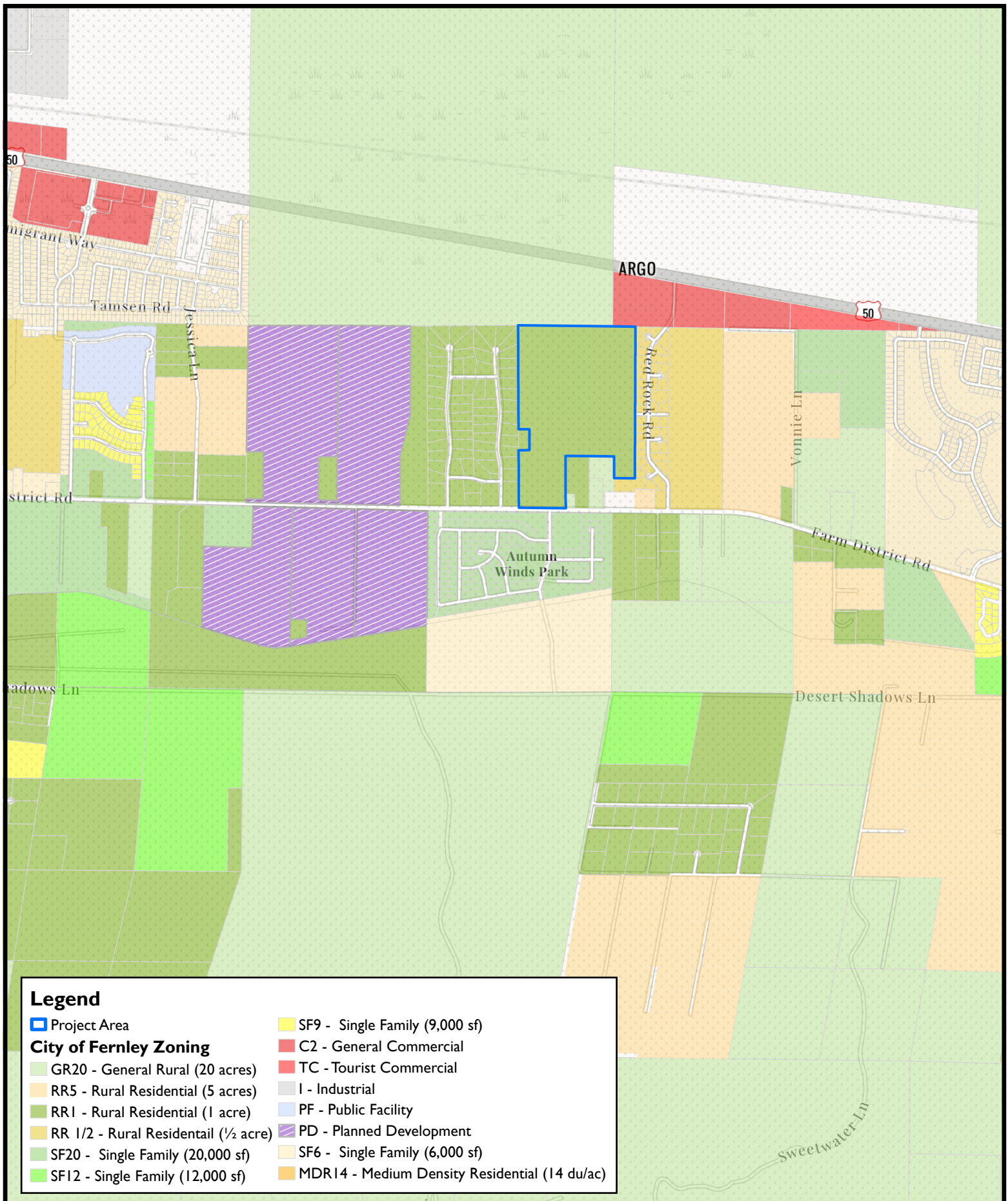
Attest By: _____
Kim Swanson, City Clerk

Date: _____

Vicinity Map



1,250 625 0 1,250 2,500 3,750 Feet



Legend

 Project Area

City of Fernley Zoning

GR20 - General Rural (20 acres)

RR5 - Rural Residential (5 acres)

RR1 - Rural Residential (1 acre)

RR 1/2 - Rural Residential (1/2 acre)

SF20 - Single Family (20,000 sf)

SF12 - Single Family (12,000 sf)

SF9 - Single Family (9,000 sf)

C2 - General Commercial

TC - Tourist Commercial

I - Industrial

PF - Public Facility

PD - Planned Development

SF6 - Single Family (6,000 sf)

MDR14 - Medium Density Residential (14 du/ac)



Existing Zoning

Clements Ranch Property ZMA/MPA

July 2022

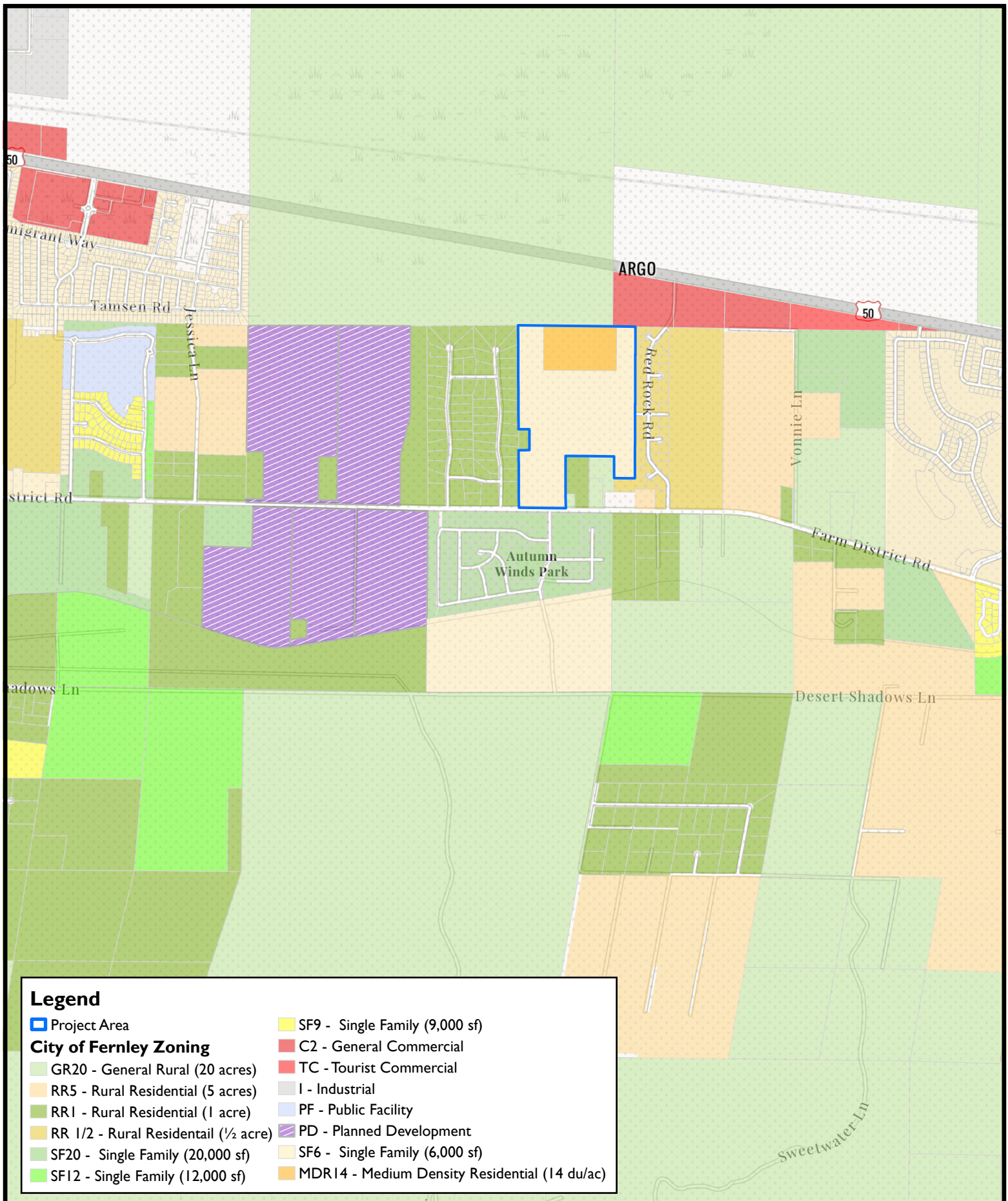


WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

1361 Corporate Boulevard
Reno, NV 89502

Tel: 775.823.4068
Fax: 775.823.4066



Legend

 Project Area

City of Fernley Zoning

GR20 - General Rural (20 acres)

RR5 - Rural Residential (5 acres)

RR1 - Rural Residential (1 acre)

RR 1/2 - Rural Residential (1/2 acre)

SF20 - Single Family (20,000 sf)

SF12 - Single Family (12,000 sf)

SF9 - Single Family (9,000 sf)

C2 - General Commercial

TC - Tourist Commercial

I - Industrial

PF - Public Facility

PD - Planned Development

SF6 - Single Family (6,000 sf)

MDR14 - Medium Density Residential (14 du/ac)



Proposed Zoning

Clements Ranch Property ZMA/MPA

July 2022





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 19, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Shay League

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

ACTION REQUESTED: Ordinance
Motion

AGENDA ITEM: (For Possible Action):

Public Hearing – Zoning Map Amendment (ZMA22007) & Tentative Subdivision Map (TSM22006)

Consideration and possible action on a Zoning Map Amendment and Tentative Subdivision Map request on a site approximately 8.63 acres in size generally located approximately 1,300 feet east of the intersection of US 50A/US95A and Desert Shadows Lane with an address of 610 Desert Shadows Lane, Fernley, NV. (APN: 021-541-56)

1. To change the zoning from SF20 (Residential – Single-Family, 20,000 square feet minimum lot size) to SF12 (Residential – Single-Family, 12,000 square feet minimum lot size)
2. To allow for the development of a 23-lot single family residential subdivision.

AGENDA ITEM BRIEF:

The zoning map amendment would change the zoning from 20,000 square foot minimum lots to 12,000 square foot minimum lots to accommodate a 23-lot single family residential subdivision as outlined in the Tentative Subdivision Map.

RECOMMENDED MOTION:

1. Zoning Map Amendment Approval

"I move to approve the Zoning Map Amendment associated with ZMA22007 based on findings Z1 through Z3 and the facts supporting these findings as set forth in the staff report."

2. Tentative Subdivision Map Approval

"I move to approve the Tentative Subdivision Map associated with TSM22006, based on approval criteria TM1

through TM11 and the facts supporting the approval criteria as set forth in the staff report and subject to the conditions of approval 1 through 28 as listed in the staff report.”

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. Zoning Map Amendment Denial

“Based on information received in written materials, and at the public hearings on this matter, I move to deny the Zoning Map Amendment request associated with ZMA22007 because I have determined the proposed changes are detrimental to the public’s health, safety, and general welfare, and am unable to make the following required Zoning Amendment findings for approval: I am unable to make the finding(s) _____ as it relates to _____. Therefore, I cannot approve the Zoning Map Amendment.”

2. Tentative Subdivision Map Denial

“Based on information received in written materials, and at the public hearings on this matter, I move to deny the Tentative Subdivision Map associated with TSM22006, because I have determined the proposed changes are detrimental to the public’s health, safety, and general welfare and am unable to meet the following required Tentative Subdivision Map approval criteria: I am unable to meet the approval criteria _____ as it relates to _____. Therefore, I cannot approve the Tentative Subdivision Map.”

NOTE: Though further motion language has not been provided, all other motions acceptable under City Council parliamentary procedure are possible.

BACKGROUND:

The ± 8.63-acre parcel is located at 610 Desert Shadows Lane. There is currently a single-family detached subdivision to the west of the property with a mix of 12,000 and 9,000 square foot lots. Desert Shadows Lane, located along the southern boundary, is paved and will provide access into the site,

ANALYSIS

The subject parcel has a Comprehensive Master Plan (Master Plan) designation of Single Family Residential (SFR) and a zoning designation of Single-family 20,000 square foot lot (SF20). The Master Plan designation of SFR allows a density ranging from 2-7 dwelling units per acre and would allow for the proposed SF12 as a compatible zoning designation. The proposed SF12 zoning would conform with the existing zoning to the west and would remain compatible with the other surrounding zoning designations.

The proposed zoning map amendment supports the tentative map request that is also included with this application for twenty-three (23) ±12,000 square foot minimum lots. The proposed tentative map would produce a density of approximately ±2.66 dwelling units per acre, falling below the maximum allowable density for S12 zoning and providing an appropriate density for compatibility with surrounding development. This tentative map will include infrastructure improvements such as water and sewer utilities as well as street

improvements that support the goals of the City of Fernley Comprehensive Master Plan.

The current request is to develop a 23-lot single family residential development on the project site. Pending the proposed zoning map amendment, the regulatory zoning within the project site includes Single-family 12,000 square foot lots (SF12) allowing for a maximum of 31 dwelling units. There are no existing structures on the site. Proposed improvements include site access, drainage and grading improvements, and the extension of utilities including water, sewer, and electricity to the new lots.

As the proposed development will be adjacent to an existing subdivision to the west, adjacency standards apply to the western boundary. Existing lot sizes adjacent to the west project boundary are 12,000 square feet, which the proposed zoning map amendment and tentative map match; therefore, there is no further adjacency mitigation required. The northern and eastern project boundaries are largely undeveloped and would not be subject to adjacency standards. Furthermore, the property to the east is separated vertically by a natural slope. To the south is an existing church.

FINDINGS

Zoning Map Amendment

Z1. Consistent with the city's master plan and otherwise consistent with state and federal law.

1. SFR (Single Family Residential)

The proposed development is located within an area designated as Single Family Residential (SFR) within the city's Comprehensive Master Plan. The description of the Single-Family Residential land use states that the equivalent zoning districts are SF6 (Single Family, 6,000 sq. ft. minimum lot size), SF9 (Single Family, 9,000 sq. ft. minimum lot size), SF12 (Single Family, 12,000 sq. ft. minimum lot size), and SF20, (Single Family, 20,000 sq. ft. minimum lot size). Per the Comprehensive Master Plan document, Single Family Residential focuses on single-family detached residences, along with parks, open spaces, and religious institutions. Lot sizes generally vary within subdivisions but are always above the minimum level depending on the zoning code.

The Comprehensive Master Plan also goes on to state that municipal services are required in Single Family Residential designations, that they be buffered from adjacent roadways and differing uses, and that residences be sited to offer privacy to the occupants of these areas, while providing connectivity and ease of access to surrounding areas. The Single-Family Residential land use consists of primarily single family detached homes with varying lot sizes. The maximum density associated with the SF9 zoning classification is 4 dwelling units per acre.

2. The Land Use Plan Goals and Action Strategies in the 2018 Comprehensive Master Plan that are relevant to this proposal include:

Population, housing & Employment

HP.1.1 Enhance Fernley's vitality as a community by providing a variety of housing types, density and costs that accommodate the needs, desires and financial abilities of the current and future households.

HP.1.1.1 Encourage higher densities in the downtown core and as part of master planned communities that also provide a mixture of job-generating and commercial land uses within the overall development.

HP.1.1.2 Encourage large-scale housing development that incorporates efficient land use techniques and creates a distinct sense of place and neighborhood diversity.

HP.1.1.3 Encourage the development of live-work master planned communities.

HP.1.1.4 Encourage the efficient use of land and existing infrastructure by focusing on achieving good

design in new housing or redeveloped housing on either vacant land, infill parcels and/or under-developed parcels.

HP.1.2 Encourage housing that supports sustainable development patterns by promoting the efficient use of land, conservation of natural resources, easy access to services and public facilities such as parks, and resource efficient design and construction.

HP.1.2.1 Foster flexibility in the division of land and the siting of buildings and other improvements to reduce new development's impact on environmentally sensitive areas.

HP.1.2.2 Use resource efficient technologies and materials in housing construction that increase the useful life of new and existing housing.

Land Use

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

LU.1.1.1 Require new development to provide its proportionate share of improvements to avoid a degradation of services for existing residents. This requirement will be applied regardless of project size in order to avoid incremental erosion of services and facilities.

LU.1.1.2 Encourage development of vacant or underutilized lands within the community core where adequate infrastructure and facilities currently exists.

LU.1.1.3 Require new development to provide certified, stamped studies demonstrating the impact proposed development will have on existing infrastructure and to provide improvements and/or funding in lieu of improvements in proportion to the impacts of the proposed projects on the city's roadway, sewer and water systems.

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

LU.1.2.1 Consistently monitor development applications that intend to utilize the underlying zoning. Modify the Fernley Development Code as necessary to ensure compatible development that reflects the community goals envisioned in the Comprehensive Master Plan.

The proposed zoning of SF12 is allowed within the subject parcels' Master Plan designation of SFR. The proposed change from SF20 to SF12 will maintain conformance with the Master Plan and is consistent with the existing neighborhood to the west. See the below excerpts and comments from the Master Plan demonstrating the alignment of the goals and policies to this zoning map amendment request.

Z2. Consistent with the surrounding land uses.

SURROUNDING LAND USES AND ZONINGS (OF PROJECT SITE)		
Direction	Land Use	Zoning
North	Single Family Residential	SF20
South	Single Family Residential	SF20
East	Single Family Residential	SF20
West	Single Family Residential	SF9 & SF12

The subject parcel is located immediately adjacent to SF12 zoning to the west, which is developed with residential lots at the same density as what is proposed in this application. Further west, on the other side of Highway 50, another larger housing development with similar sized lots was also recently developed. The proposed zoning map amendment will facilitate the addition of housing at the same density as what exists in

the area and addresses the growing need for housing options in Fernley. It is consistent with the master plan designation and fulfills goals and policies for future growth in the community.

Z3. Public notice was given, and a public hearing held per the requirements of the development code and Nevada Revised Statutes.

Public notice was given, and a public hearing was scheduled per the provisions outlined in the City's Municipal Code and Nevada Revised Statutes.

Tentative Subdivision Map

TM1. Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal

This project has been designed to meet all environmental and health laws/regulations, as required by local, state and federal regulations. Water and sewer will be provided and treated by the City of Fernley municipal water and wastewater systems. A utility plan was included with the application submittal. Solid waste disposal will be provided by Waste Management. This is a residential project and the use is not anticipated to contribute significantly to air pollution.

TM2. Availability of water that meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision

Water meeting applicable health standards is available for the future needs of this subdivision, provided by the City of Fernley. The required water is approximately ±25.8 acre-feet. Actual demand will be calculated with the site improvement plans prior to recording of the final subdivision map. A utility plan was included in the application submittal, indicating the location of existing City of Fernley services to serve the project.

TM3. Availability and accessibility of utilities

All utilities necessary to serve the proposed subdivision currently exist on Desert Shadows Lane. Sewer and water lines are planned to be extended to the site via the proposed roadway. The sewer will gravity feed south to Desert Shadows Lane. Water will be looped from the south on Desert Shadows Lane up to the existing water utility line located on the School District Parcel (APN 021- 181-02). This line will extend from the north cul-de-sac on the new roadway alignment between lots 12 and 13 through a utility easement along the property to the north (APN 021-541-57). The applicant has been in negotiations with the property owner for this utility easement. The proposed water and sewer systems will be operated by the City of Fernley. A preliminary sewer study was included with the application submittal, which indicates the City of Fernley has sufficient system capacity to serve the project. Gas will be operated by Southwest Gas and overhead power and communications services will also be extended to the site.

TM4. Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks

Schools

According to the Lyon County School District's 2016 Facilities Plan, all Fernley schools are currently under capacity and are planned to be within adequate utilization through 2025, with the exception of one elementary school. The School District's 10-year capital program identifies a new elementary school planned to be built in the next 4 to 6 years, which would address elementary school capacity. At 23 new single-family detached units, student generation would be limited and would not have a major impact on enrollment numbers. Students residing in this development will attend Cottonwood Elementary School, Silverland Middle School, and Fernley

High School.

Police and Fire Service

The project site is located in an area already served by police and fire services. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Main Office, located approximately 2.5 miles north near the intersection of State Route 95A and Main Street. The main access to the site where police and fire will enter the development is located on Desert Shadows Lane.

Parks

Several recreational amenities are available in this area. The proposed project is located approximately one-half mile from 6.3-acre Green Valley Park and less than one mile from Fernley BMX park. Multiple open space parcels exist in the area as well as hiking trails and planned pedestrian paths in conjunction with recent development.

TM5. Consistency with the zoning district regulations

Upon approval of the proposed zoning map amendment associated with this request, the project site has a land use designation of Single Family Residential and a zoning designation of SF12. This zoning district allows for single-family residential lots that are a minimum of 12,000 square feet. This tentative subdivision map request seeks to create 23 single family lots, ranging from 12,033 to 20,051 square feet with an average of 13,330 sq. ft. The proposed project is entirely consistent with all minimum standards of the zoning district regulations.

TM6. Conformity with the master streets and highways plan

The request conforms with the Master Streets and Highways Plan. Currently, the property is accessed via Desert Shadows Lane. Proposed access to the site will be improved to provide a 50-foot-wide roadway off Desert Shadows Lane, extending approximately 800 feet up the middle of the parcel and providing access to the driveways of all proposed lots. Two 104-foot-wide bulbs are proposed on this main roadway 150 feet north of the entrance and at the end of the cul-de-sac, providing adequate turnaround for fire trucks and compliance with international fire code. Coordination with NDOT will be required prior to the final map for the proposed access.

TM7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision

Traffic generated from the project is not anticipated to have a significant impact on the surrounding infrastructure or Desert Shadows Lane. The proposed 23 lots will only generate 23 PM peak hour trips (ITE Manual 11th Edition Land Use 210 Single Family Detached). Traffic generation from this request is minimal and Desert Shadows Lane can adequately serve the proposed lots.

TM8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties

This project is not within a floodplain. A grading plan is included as an attachment and shall be in compliance with all applicable grading, slope, soil and elevation differential standards of the City of Fernley.

TM9. Recommendations and comments of review bodies

Any recommendations and comments from review bodies have been considered and specific conditions of approval have been included when appropriate.

TM10. Conformity to the master sewer and water utility plan

A preliminary sewer report was included with the submittal packet. The reports consulted with the Master Sewer and Water Utility Plans and include discussion of how the City of Fernley sewer and water infrastructure

and supply has sufficient capacity to meet the projected demand of this project.

This project also conforms to the Water/Wastewater Goals of the City of Fernley Comprehensive Master Plan. This project will connect to the municipal water system. A utility plan has been included with the submittal. Although there is minimal landscaping required in this plan, xeriscaping will be utilized where feasible in this project to reduce water demand. The application submittal included a landscape plan. This project will connect to the municipal sewer system. A utility plan and a preliminary sewer report are included with the application.

TM11. Compliance with this Code and all other applicable regulations

Residential Adjacency Standards (Section 32.09.030)

Comment: Residential adjacency standards apply to the west property line of the project, adjacent to a single-family detached residential development. Below are the proposed mitigation strategies to meet these standards:

The proposed project will implement matching lot widths along the western property boundary. Proposed average lot sizes of 13,330 square feet are compatible with existing development and will integrate seamlessly with housing immediately adjacent to the subject parcel. Fencing is planned for the rear and side property boundaries and landscaping in the front of the lots will contribute to privacy and separation from surrounding residential development.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes, Chapter 278 - Planning and Zoning

Fernley Municipal Code, Title 32 - Development Code

City of Fernley Development Code:

- Section 32.03.040 - Annexation, comprehensive master plan, and zoning applications
- Section 32.03.060 - Land division applications
- Section 32.06.070 - Residential - Single-family (SF20, SF12, SF9, SF6)

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Conditions of Approval - TSM22006
2. Vicinity Map
3. Existing & Proposed Zoning Map
4. Tentative Map Plan Set

Conditions of Approval for TSM22006

Tentative Subdivision Map

1. APPROVAL:

THE PROJECT IS APPROVED AS SUBMITTED AND CONDITIONED. ANY SUBSTANTIVE CHANGE SHALL REQUIRE REVIEW AND APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL AS AN AMENDMENT TO THIS TENTATIVE MAP.

2. PROJECT DESCRIPTION:

THE PROJECT APPROVAL IS LIMITED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT WITH A MAXIMUM OF 23 SINGLE-FAMILY RESIDENTIAL LOTS ON ±8.63 ACRES.

3. EXPIRATION DATE:

THE TENTATIVE MAP SHALL EXPIRE WITHIN FOUR (4) YEARS OF THE DATE OF THE CITY COUNCIL APPROVAL UNLESS THE FINAL MAP HAS BEEN RECORDED IN ACCORDANCE WITH NEVADA REVISED STATUTES (N.R.S.) 278.360.

4. WATER RIGHTS:

THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING THE DEDICATION OF WATER RIGHTS, INCLUDING ASSOCIATED FEES, FOR THE CONNECTION TO THE CITY'S MUNICIPAL WATER SYSTEM IN THE AMOUNT THAT IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT.

5. SANITARY SEWER:

THE DEVELOPER SHALL PROVIDE A SEWER REPORT DEMONSTRATING THE DEVELOPMENT CAN BE SERVED BY THE CITY'S SANITARY SEWER SYSTEM. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY IMPROVEMENTS DEEMED NECESSARY TO SERVE THE PROJECT TO THE APPROVAL OF THE CITY ENGINEER. THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING THE SANITARY SEWER SYSTEM, INCLUDING ASSOCIATED FEES, FOR THE CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM IN THE AMOUNT THAT IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT.

6. WATER & SEWER MAINS AND SERVICES:

THE DEVELOPER SHALL COMPLY WITH ALL STANDARDS, CODES, AND REQUIREMENTS REGARDING CONNECTION TO THE CITY'S SANITARY SEWER AND POTABLE WATER SYSTEMS, INCLUDING BUT NOT LIMITED TO, ASSOCIATED FEES, EASEMENTS, DESIGN STANDARDS, SYSTEM LOOPING, DEVELOPMENT CODE REQUIREMENTS, AND STATE REQUIREMENTS. PRIOR TO THE RECORDATION OF A FINAL MAP FOR ANY PHASE OF THE PROJECT, THE DEVELOPER SHALL PROVIDE THE CITY WITH A UTILITY PLAN FOR WATER AND SANITARY SEWER THAT IS IN CONFORMANCE WITH THE CITY OF FERNLEY'S MUNICIPAL CODE AND PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, AND ADMINISTRATOR. EACH PHASE MUST ALSO BE REVIEWED AND APPROVED BY THE NEVADA DEPARTMENT OF ENVIRONMENTAL PRIOR TO CONSTRUCTION.

FUTURE DEVELOPMENT MAY ALTER THE CAPACITY OF THE SYSTEM. CAPACITY IS AVAILABLE ON A FIRST-COME, FIRST SERVED BASIS. THE EXTENT OF OFF-SITE AND ON-SITE WATER AND SEWER

Conditions of Approval for TSM22006

Tentative Subdivision Map

INFRASTRUCTURE IMPROVEMENTS SHALL BE DETERMINED BY THE CITY OF FERNLEY AND THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION UPON RECEIVING THE DEVELOPMENT PERMIT SUBMITTALS FOR THE WATER AND SEWER FACILITIES.

7. UTILITY EASEMENTS:

THE DEVELOPER SHALL PROVIDE EASEMENTS TO THE CITY OF FERNLEY FOR THE MAINTENANCE OF THE PUBLIC INFRASTRUCTURE BEING INSTALLED ON FUTUREPRIVATE PROPERTY. THE EASEMENTS SHALL INCLUDE THE CITY OF FERNLEY'S STANDARD EASEMENT LANGUAGE AND SHALL BE RECORDED ALONG WITH THE FINAL MAP.

EASEMENTS REQUIRED TO CONSTRUCT INFRASTRUCTURE ON PRIVATE PROPERTY OUTSIDE THE OWNERSHIP OF THE PROJECT SHALL INCLUDE THE CITY OF FERNLEY'S STANDARD EASEMENT LANGUAGE AND SHALL BE RECORDED PRIOR TO ISSUING A PERMIT TO CONSTRUCT THE INFRASTRUCTURE.

8. DESIGN STANDARDS:

THE DEVELOPER SHALL COMPLY WITH THE DESIGN STANDARDS AND REGULATIONS AS SET FORTH IN THE CITY OF FERNLEY'S DEVELOPMENT CODE AND PUBLIC WORKS DESIGN MANUAL UNLESS IN CONFLICT WITH THE LOCAL, STATE, OR FEDERAL REGULATIONS, IN WHICH CASE THE MORE STRINGENT REGULATION WILL TAKE PRECEDENCE.

9. LANDSCAPING/IRRIGATION:

THE DEVELOPER SHALL SUBMIT A LANDSCAPING AND IRRIGATION PLAN FOR THE PROJECT IN CONFORMANCE WITH TITLE 32 OF THE FERNLEY MUNICIPAL CODE FOR REVIEW AND APPROVAL BY THE ADMINISTRATOR PRIOR TO APPROVAL AND RECORDATION OF A FINAL MAP FOR EACH PHASE. THE LANDSCAPING AND IRRIGATION SHALL BE INSTALLED PER THE APPROVED PLANS TO THE APPROVAL OF THE ADMINISTRATOR.

10. ARCHITECTURE/BUILDING ELEVATIONS:

ARCHITECTURAL BUILDING ELEVATIONS SHALL COMPLY WITH THE DESIGN CRITERIA IN CHAPTER 32.06 OF THE FERNLEY MUNICIPAL CODE TO THE APPROVAL OF THE ADMINISTRATOR.

11. ENGINEERING DIVISION:

THE DEVELOPER SHALL COMPLY WITH ALL ENGINEERING REQUIREMENTS WITHIN THE FERNLEY MUNICIPAL CODE TITLE 32, INCLUDING BUT NOT LIMITED TO, COMPLIANCE WITH SITE DEVELOPMENT STANDARDS, FLOODPLAIN MANAGEMENT, ROADWAYS, UNDERGROUNDING OF UTILITIES, AND WATER AND WASTEWATER FACILITIES TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR PRIOR TO THE RECORDATION OF ANY FINAL MAP FOR THE PROJECT.

Conditions of Approval for TSM22006

Tentative Subdivision Map

12. STREETS:

THE DEVELOPER SHALL CONSTRUCT ANY ROADWAY IMPROVEMENTS NECESSARY TO SERVE THE PROJECT IN ACCORDANCE WITH THE PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

13. DRAINAGE & GRADING:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE FERNLEY MUNICIPAL CODE CHAPTER 32 (DRAINAGE AND GRADING) AND CHAPTER 10 OF THE CITY OF FERNLEY'S PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

THE DEVELOPER SHALL PROVIDE A DRAINAGE REPORT FOR THE PROJECT IN CONFORMANCE WITH THE CITY'S DEVELOPMENT CODE, MUNICIPAL CODE, AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER. EACH SUCCESSIVE PHASE OF THE PROJECT SHALL SUBMIT AN UPDATED DRAINAGE REPORT FOR REVIEW AND APPROVAL BY THE CITY ENGINEER SHOWING THE CUMULATIVE EFFECT OF THE DEVELOPED PORTION OF THE PROJECT ALONG WITH THE PROPOSED PHASE'S EFFECT ON THE TOTAL DISCHARGE INTO THE DRAINAGE SYSTEM.

THE PERIMETER DITCH ALONG THE WEST SIDE OF THE DEVELOPMENT SHALL BE CONCRETE LINED THE ENTIRE LENGTH AND RECIPROCAL DRAINAGE EASEMENTS OR HOMEOWNER'S ASSOCIATION MAINTENANCE SHALL BE PROVIDED FOR THE MAINTENANCE OF THE DITCH.

A CUTOFF DITCH SHALL BE PROVIDED AT THE TOP OF THE CUT SLOPE ALONG THE EAST SIDE OF THE DEVELOPMENT. ACCESS SHALL BE PROVIDED AND RECIPROCAL DRAINAGE EASEMENTS OR HOMEOWNER'S ASSOCIATION MAINTENANCE SHALL BE PROVIDED FOR THE MAINTENANCE OF THE DITCH.

14. GRADING PERMIT:

THE DEVELOPER SHALL SUBMIT A GRADING PLAN FOR ANY PHASE OF THE PROJECT TO THE APPROVAL OF THE CITY ENGINEER. PRIOR TO THE ISSUANCE OF A GRADING PERMIT FOR THE DEVELOPMENT, THE DEVELOPER SHALL POST A SURETY BOND FOR REGRADING AND RECLAMATION OF THE SITE. THE DEVELOPER SHALL PROVIDE A STAMPED ENGINEER'S ESTIMATE FOR REGRADING AND RECLAMATION OF THE SITE. THE DEVELOPER SHALL COMPLY WITH ALL GRADING REQUIREMENTS SET FORTH IN THE CITY OF FERNLEY'S DEVELOPMENT CODE AS WELL AS ALL STATE AND FEDERAL REGULATIONS. THE DEVELOPER OR THEIR DESIGNEE SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING A STORM WATER POLLUTION PREVENTION PERMIT WITH THE STATE OF NEVADA AS WELL AS A SURFACE AREA DISTURBANCE.

15. GEOTECHNICAL REPORT:

THE DEVELOPER SHALL PROVIDE A FINAL GEOTECHNICAL REPORT FOR THE PROJECT IN CONFORMANCE WITH THE DEVELOPMENT CODE FOR REVIEW AND APPROVAL BY THE ADMINISTRATOR, CITY ENGINEER, PUBLIC WORKS DIRECTOR PRIOR TO THE RECORDATION OF A FINAL MAP FOR ANY PORTION OF THE PROJECT.

Conditions of Approval for TSM22006

Tentative Subdivision Map

16. IMPROVEMENT PLANS:

WITH THE SUBMITTAL OF ANY FINAL MAP APPLICATION, THE DEVELOPER SHALL SUBMIT THE ASSOCIATED IMPROVEMENT PLANS FOR REVIEW AND APPROVAL. THE IMPROVEMENT PLANS SHALL BE APPROVED PRIOR TO THE RECORDATION OF THE FINAL MAP. THE UTILITIES AND INFRASTRUCTURE FOR EACH PHASE MUST OPERATE INDEPENDENTLY OF FUTURE PHASES YET TO BE CONSTRUCTED.

PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP FOR THE PROJECT, THE DEVELOPER SHALL CONSTRUCT ALL REQUIRED PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, PUBLIC UTILITY AND ROADWAY INFRASTRUCTURE ASSOCIATED WITH THE PROJECT OR PROVIDE A SURETY BOND IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN FERNLEY MUNICIPAL CODE CHAPTER 32.13 - IMPROVEMENTS AND AGREEMENTS, OF THE FERNLEY MUNICIPAL CODE.

17. COMBUSTIBLES ON-SITE

NO COMBUSTIBLES SHALL BE BROUGHT ON SITE PRIOR TO THE INSTALLATION AND ACCEPTANCE OF AN ALL-WEATHER SURFACE AND THE INSTALLATION/OPERATION OF FIRE HYDRANTS TO THE APPROVAL OF THE ADMINISTRATOR, PUBLIC WORKS DIRECTOR, AND THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT.

18. NORTH LYON FIRE PROTECTION DISTRICT:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT TO THE APPROVAL OF THE ADMINISTRATOR AND FIRE CHIEF PRIOR TO THE ISSUANCE OF ANY FINAL MAP FOR THE PROJECT.

19. RESIDENTIAL CONSTRUCTION TAX:

THE DEVELOPER IS SUBJECT TO THE PROVISIONS OF FERNLEY MUNICIPAL CODE RELATED TO RESIDENTIAL CONSTRUCTION TAX. THE RESIDENTIAL CONSTRUCTION TAX FEE SHALL BE PAID PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR EACH SINGLE-FAMILY RESIDENCE.

20. ADDRESSING AND STREET NAMES:

THE DEVELOPER SHALL SUBMIT A REQUEST FOR ADDRESSING AND STREET NAME RESERVATION TO THE CITY OF FERNLEY FOR REVIEW AND APPROVAL. ALL ADDRESSING OF LOTS SHALL BE COMPLETED BY THE CITY. STREET NAMES SHALL BE APPROVED BY THE CITY PRIOR TO THE SUBMITTAL OF A FINAL MAP FOR THE PROJECT.

21. TRUCKEE CARSON IRRIGATION DISTRICT (TIC)/BUREAU OF RECLAMATION:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NEVADA DEPARTMENT OF THE TRUCKEE CARSON IRRIGATION DISTRICT AND/OR THE BUREAU OF RECLAMATION RELATED TO ANY FACILITY OR EASEMENT WITHIN THE PROJECT BOUNDARY TO THE APPROVAL OF THE ADMINISTRATOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

Conditions of Approval for TSM22006

Tentative Subdivision Map

22. NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION – BUREAU OF SAFE DRINKING WATER AND BUREAU OF WATER POLLUTION CONTROL FOR THE WATER AND SEWER INFRASTRUCTURE DESIGN AND CONSTRUCTION TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

23. WASTE MANAGEMENT:

THE DEVELOPER SHALL PROVIDE A WILL SERVE FROM WASTE MANAGEMENT TO THE APPROVAL OF THE ADMINISTRATOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

24. UNITED STATES POSTAL SERVICE:

THE DEVELOPER SHALL PROVIDE AN EASEMENT FOR ANY NEW CLUSTER MAILBOX LOCATION TO THE APPROVAL OF THE ADMINISTRATOR AND LOCAL POSTAL INSPECTOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

25. FENCING PLANS:

AT THE TIME OF FINAL MAP SUBMITTAL, THE DEVELOPER SHALL SUBMIT A FENCING PLAN IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE CITY'S MUNICIPAL CODE TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

26. COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S):

THE APPLICANT SHALL PROVIDE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) WITH THE FIRST FINAL MAP AND SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE ADMINISTRATOR AND CITY ATTORNEY. CC&R'S SHALL BE RECORDED CONCURRENTLY WITH THE FINAL SUBDIVISION MAP.

THE APPLICANT SHALL INCLUDE IN THE CC&R'S PROVISIONS OUTLINING PERPETUAL MAINTENANCE RESPONSIBILITIES OF COMMON AREAS, LANDSCAPE MEDIANS, PERIMETER FENCING, OR OTHER COMMON ELEMENTS TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

THE CITY SHALL BE NAMED A THIRD-PARTY BENEFICIARY OF SAID MAINTENANCE OBLIGATIONS TO THE APPROVAL OF THE ADMINISTRATOR AND SHALL DISCLOSE THAT THE CITY MAY REQUIRE FORMATION OF A LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT IN THE EVENT OF DEFAULT UNDER SUCH MAINTENANCE OBLIGATIONS.

27. RIGHT TO FARM:

THE DEVELOPER SHALL PLACE A NOTE ON THE FINAL MAP PROVIDING NOTICE TO ANY AND ALL SUBSEQUENT PURCHASERS OF "THE RIGHT TO FARM" PROVISIONS INCLUDED IN NEVADA REVISED STATUTES 40.140 AND THE DEVELOPMENT CODE.

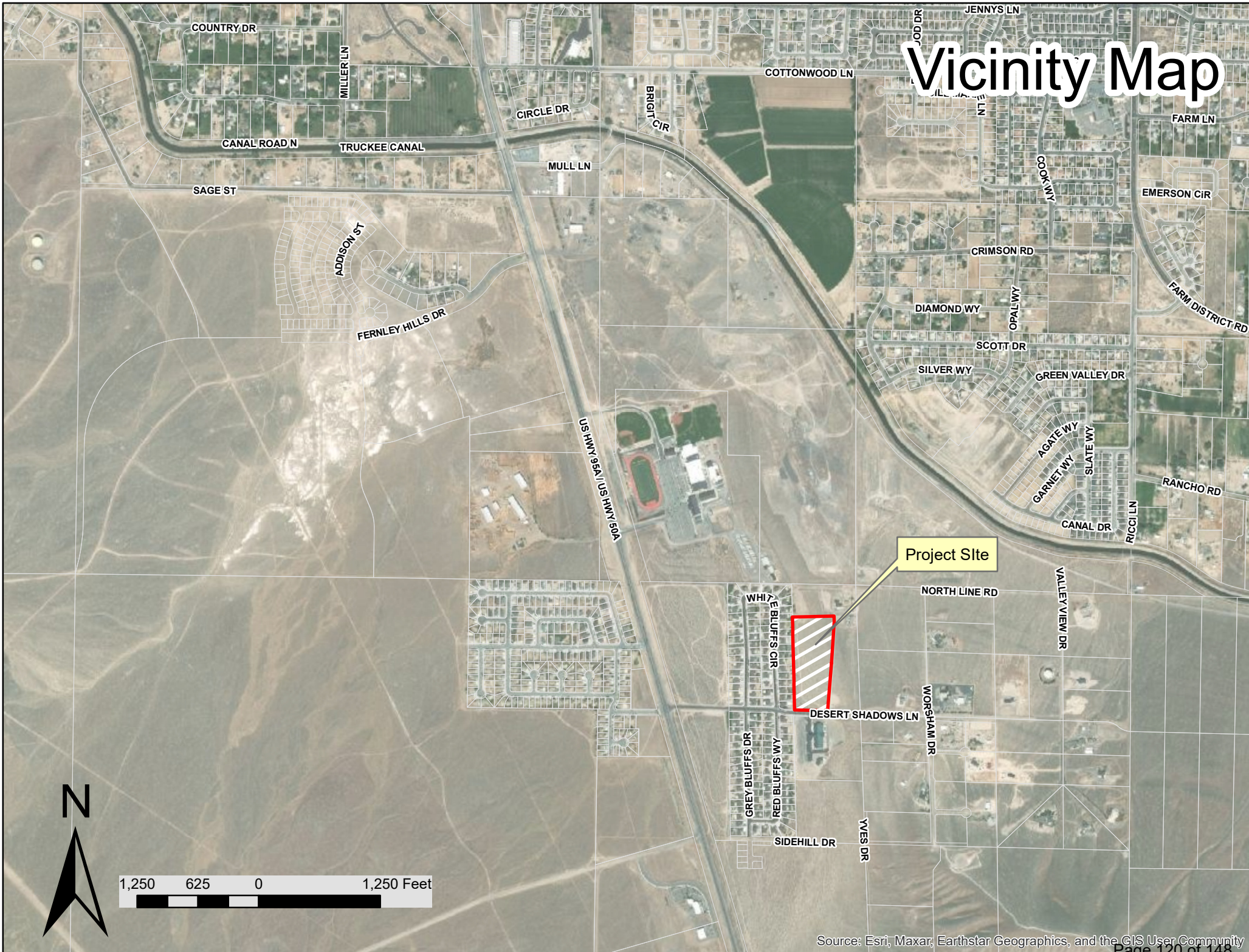
Conditions of Approval for TSM22006

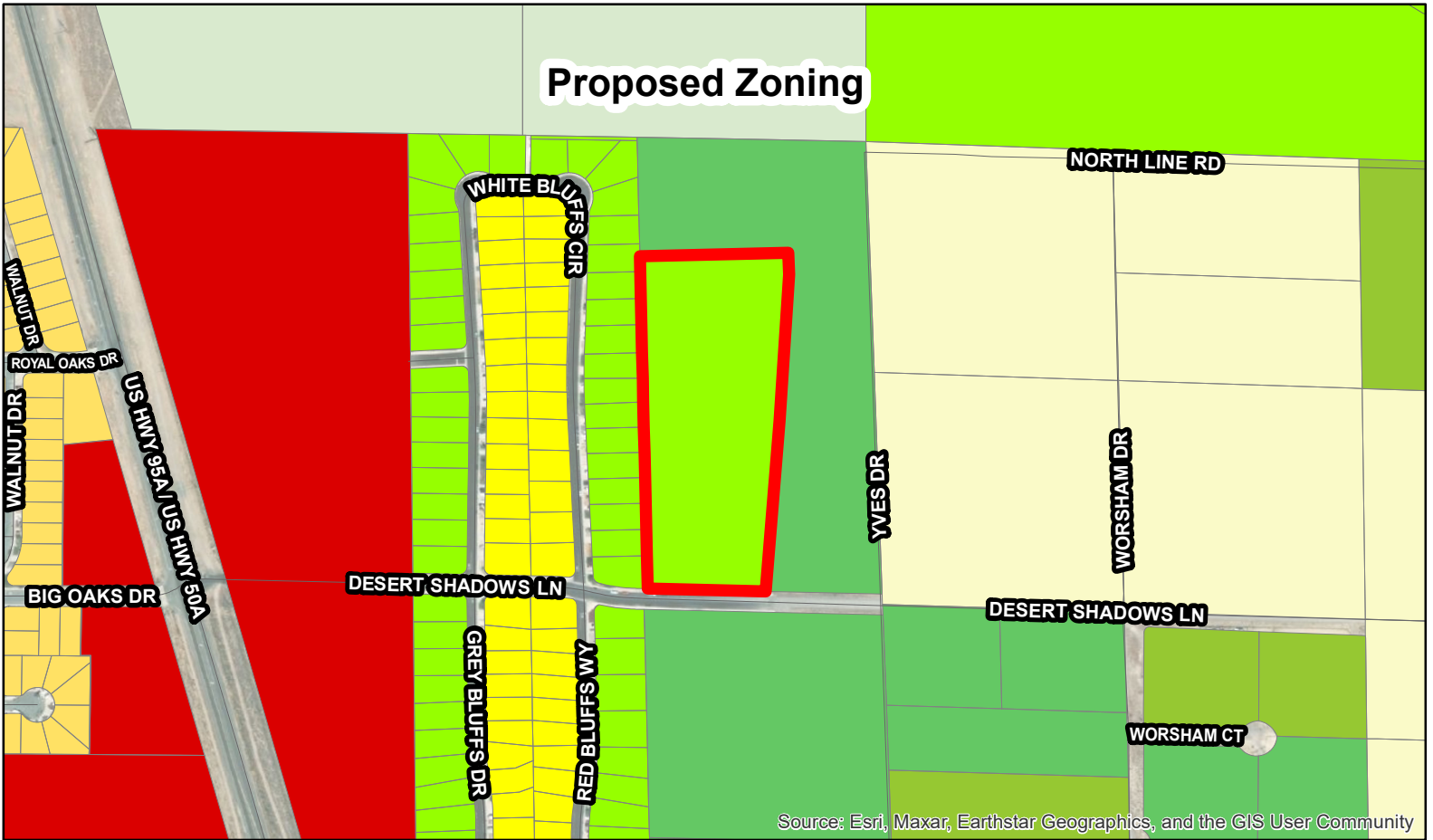
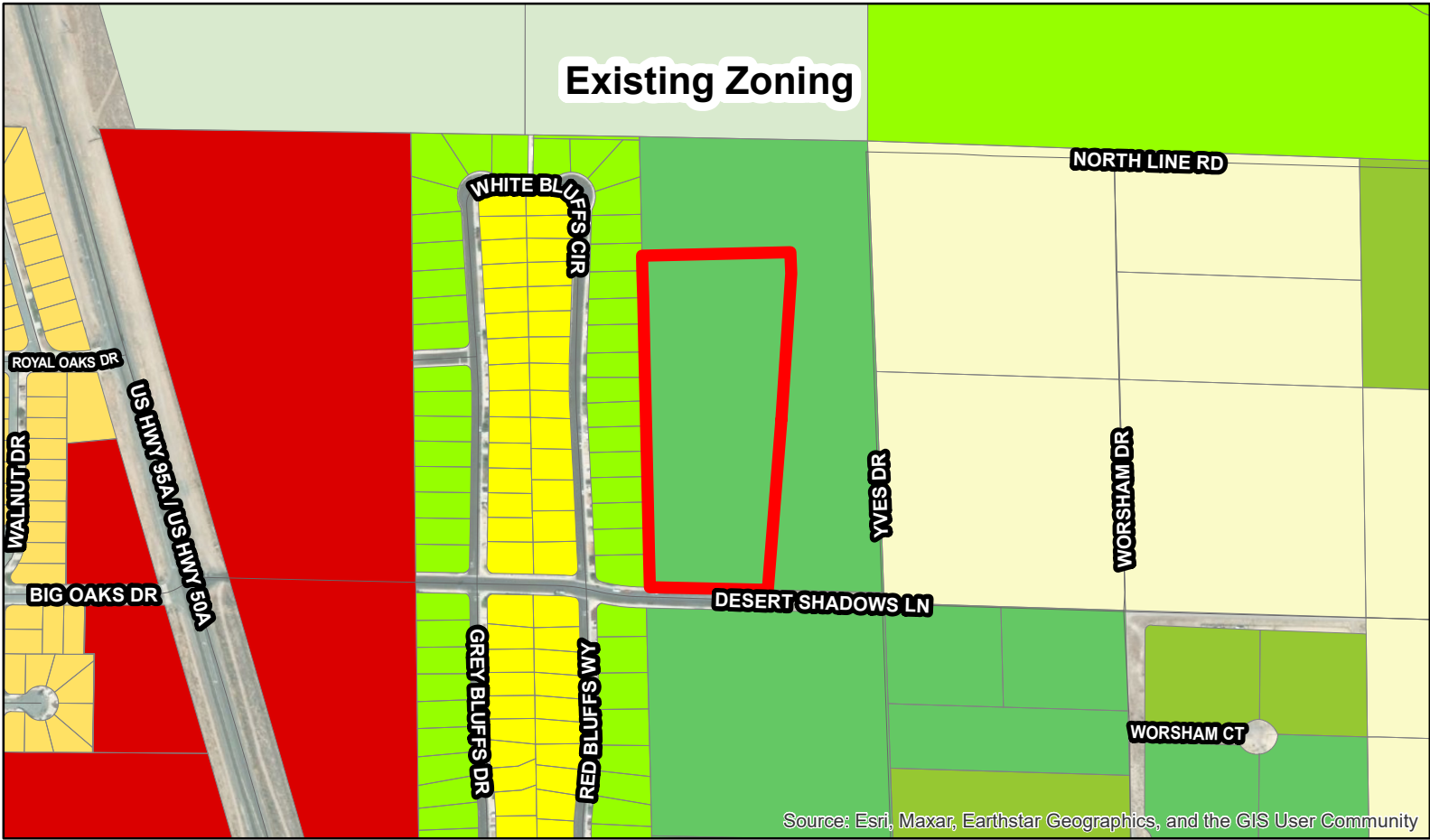
Tentative Subdivision Map

28. SUBDIVISION IMPROVEMENT AGREEMENT:

THE DEVELOPER SHALL EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT WITH THE CITY OF FERNLEY PRIOR TO APPLYING FOR ANY BUILDING PERMITS FOR NEW HOME CONSTRUCTION IF THE PUBLIC IMPROVEMENTS ARE STILL NOT CONSTRUCTED BUT ARE ADEQUATELY SECURED IN ACCORDANCE WITH THE CITY OF FERNLEY DEVELOPMENT CODE. THE AGREEMENT SHALL BE DRAFTED BY THE CITY OF FERNLEY AND PROVIDED TO THE DEVELOPER FOR REVIEW AND EXECUTION. THE AGREEMENT SHALL BE RECORDED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. NO HOMES SHALL RECEIVE A FINAL CERTIFICATE OF OCCUPANCY UNTIL THE PUBLIC IMPROVEMENTS ARE COMPLETE AND ACCEPTED BY THE CITY OF FERNLEY.

Vicinity Map





NOTE: The scale and configuration of all information shown hereon are approximate only and are NOT intended as a guide for design or survey work. Reproduction is NOT permitted without prior written permission from the City of Ferney

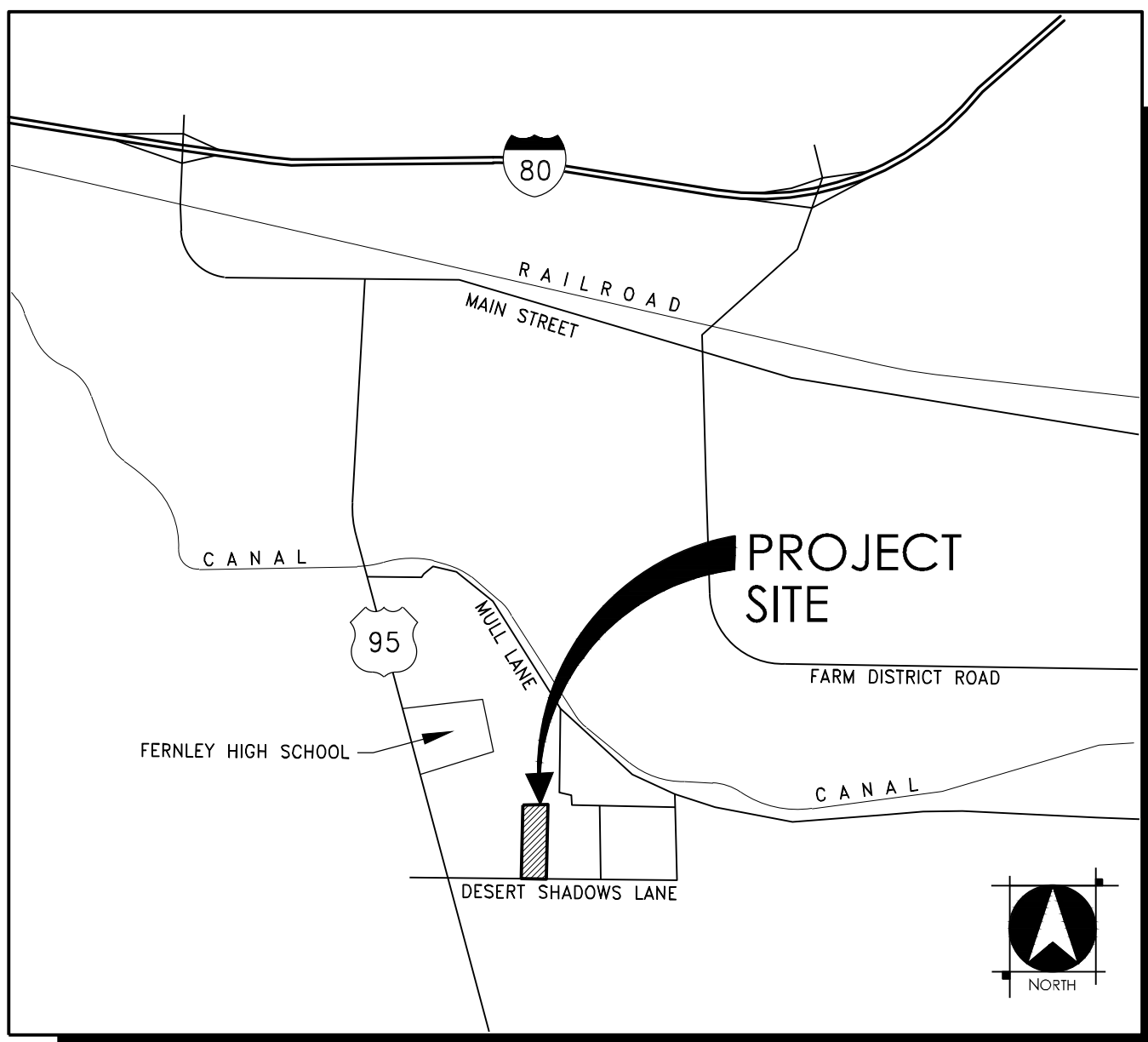


Project Site

Legend

GR20	RR½	SF9	MF21	C1	EC	PF
RR5	SF20	SF6	MF30	C2	I	OSP
RR1	SF12	MDR14	MU	TC	PD	Split Zoning

DESERT SHADOWS
TENTATIVE SUBDIVISION MAP
TITLE SHEET



VICINITY MAP
NOT TO SCALE

OWNER / DEVELOPER:

RC HERRERA
995 WINNIE'S LANE
FERNLEY, NV 89408

SITE INFORMATION:

SITE INFORMATION:
TOTAL NUMBER OF LOTS = 23
OVERALL SITE ACREAGE = 8.63 AC
RIGHT-OF-WAY AREA = 1.19 AC
TOTAL LOT AREA = 7.03 AC
COMMON AREA = 0.41 AC

PROJECT DENSITY:
GROSS DENSITY = 2.66 DU/AC

LOT SUMMARY:
MINIMUM LOT SIZE = 12,033 SF
MAXIMUM LOT SIZE = 20,051 SF
AVERAGE LOT SIZE = 13,330 SF

ASSESSOR PARCEL NUMBER:
APN 021-541-56

WATER AND SEWER UTILITIES:
PROPOSED WATER: CITY OF FERNLEY PUBLIC WATER SYSTEM
PROPOSED SEWER: CITY OF FERNLEY PUBLIC SANITARY SEWER SYSTEM

ENGINEER'S STATEMENT:

I, EVAN NIKIRK, HEREBY CERTIFY THAT THIS PLAN SET HAS BEEN PREPARED BY ME OR UNDER MY SUPERVISION AND WAS COMPLETED ON THE 12th DAY OF JUNE, 2022.

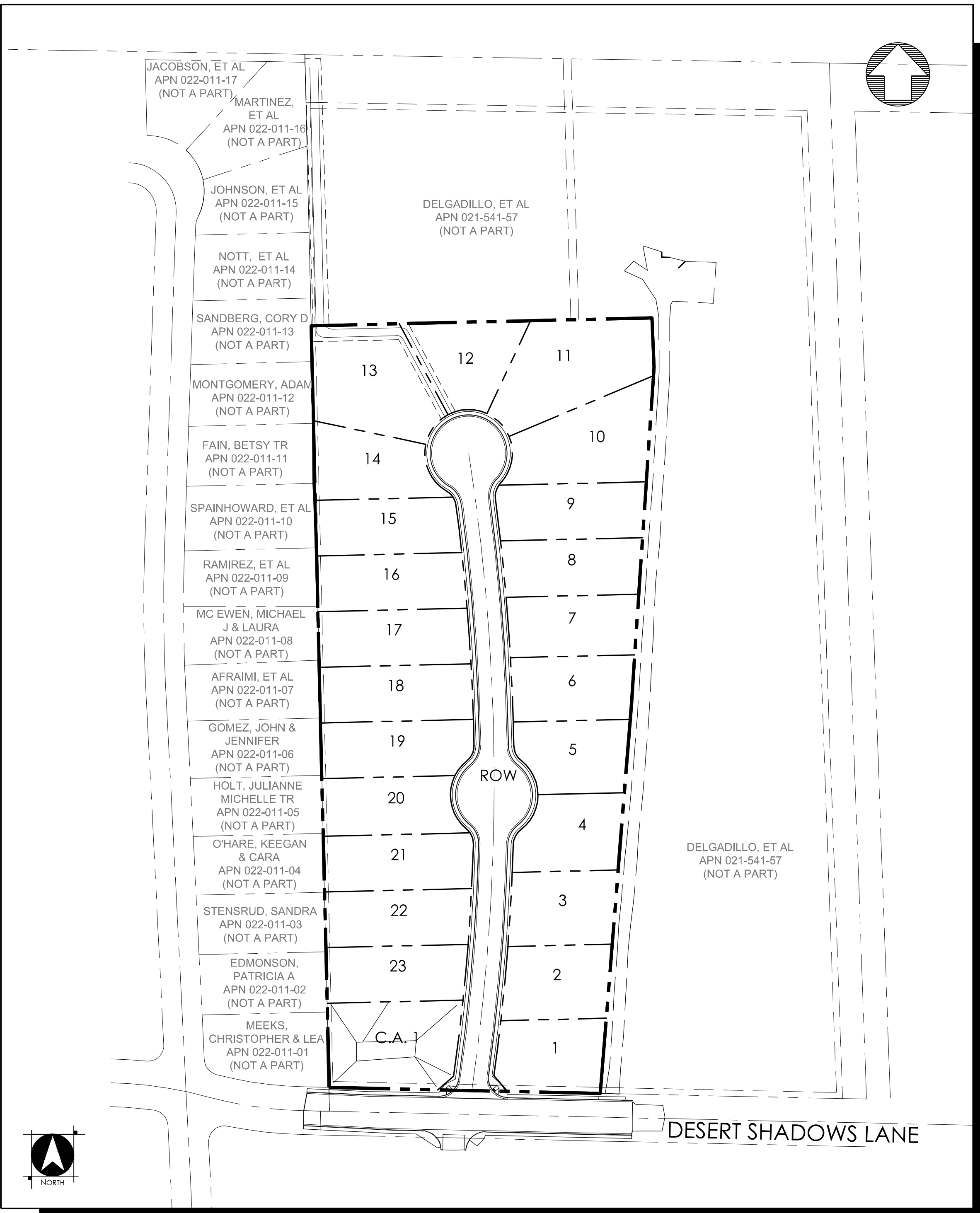
C. Evan Nikirk
C. EVAN NIKIRK, P.E. #11466



SHEET INDEX

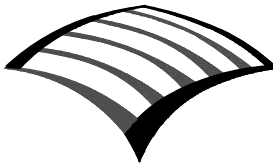
SHT No.	DWG ID	DRAWING DESCRIPTION
1	T-1	TITLE SHEET
2	DE-1	EXISTING CONDITIONS / DEMOLITION PLAN
3	LB-1	PRELIMINARY LOT AND BLOCK PLAN
4	G-1	PRELIMINARY GRADING PLAN
5	U-1	PRELIMINARY UTILITY PLAN
6	CS-1	PRELIMINARY CROSS SECTIONS
7	F-1	PRELIMINARY FENCE PLAN
8	LS-1	PRELIMINARY LANDSCAPE PLAN

NOTE:
REFER TO EXISTING CONDITIONS/DEMOLITION PLAN (DM-1)
FOR EXISTING EASEMENTS TO BE RELINQUISHED.



SITE PLAN
NOT TO SCALE

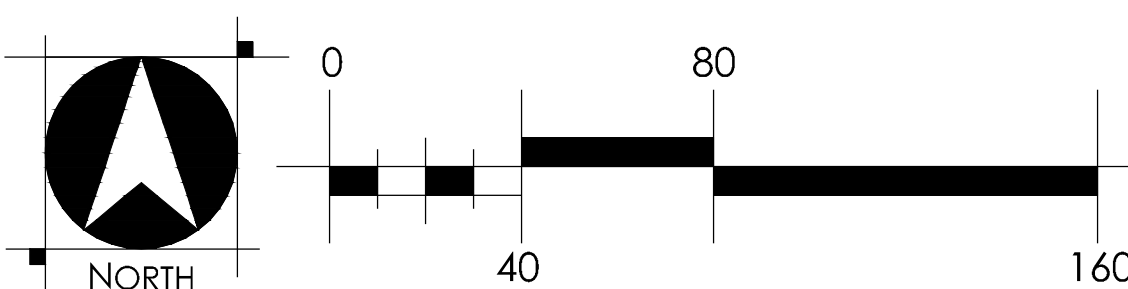
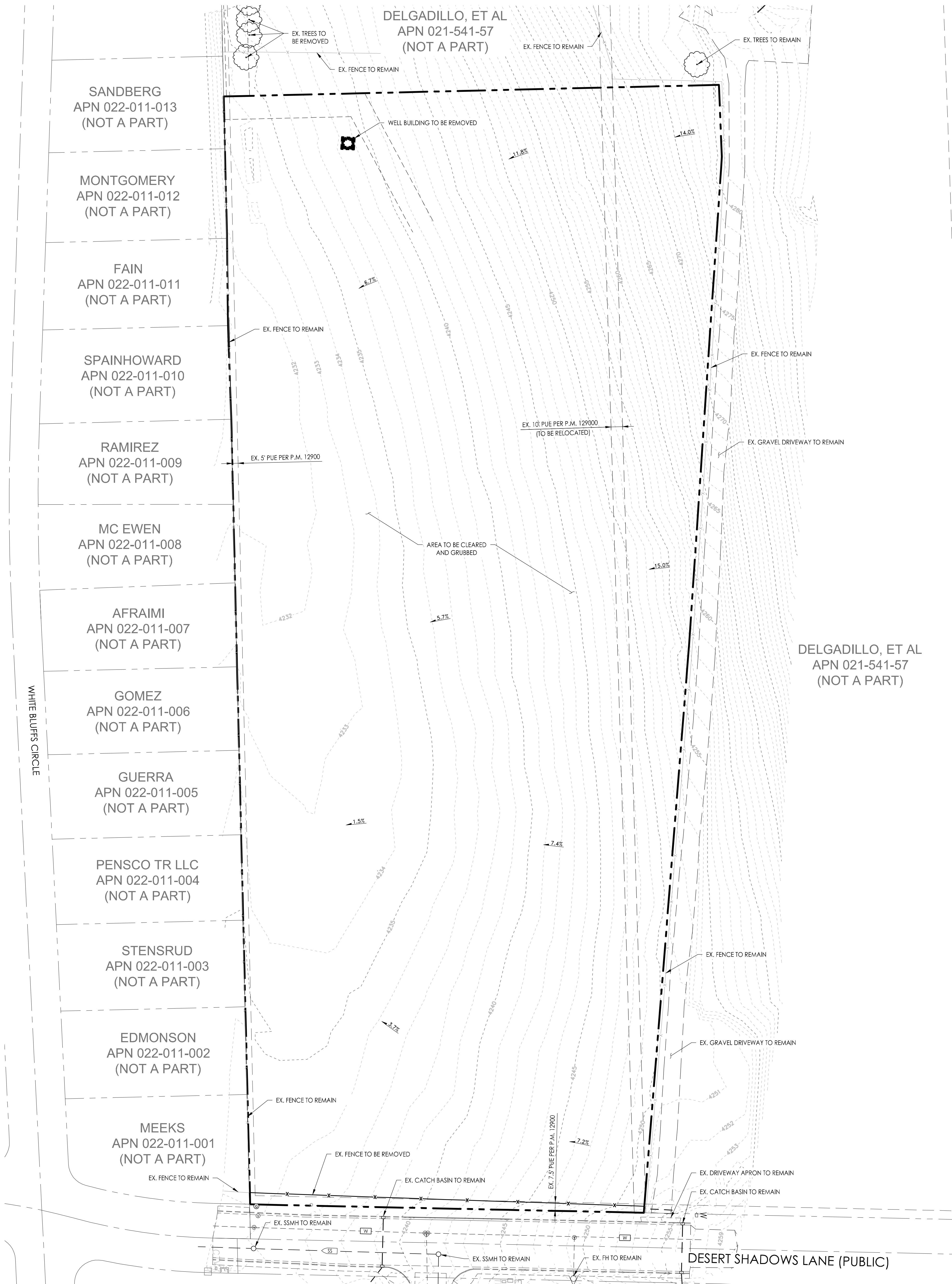
DESERT SHADOWS
TITLE SHEET



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

4087.002 JUNE 2022
SHEET T-1 OF 8

DESERT SHADOWS
TENTATIVE SUBDIVISION MAP
EXISTING CONDITIONS AND DEMOLITION PLAN

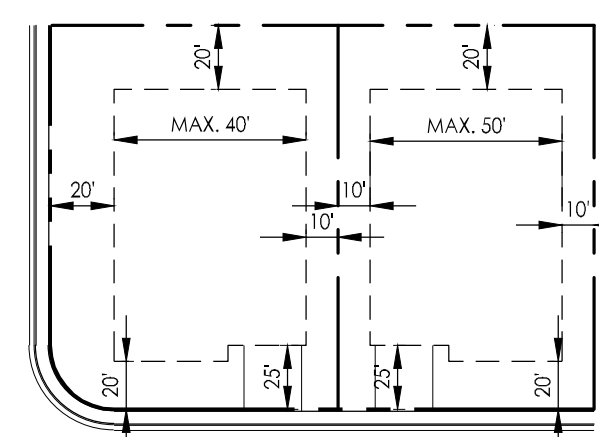
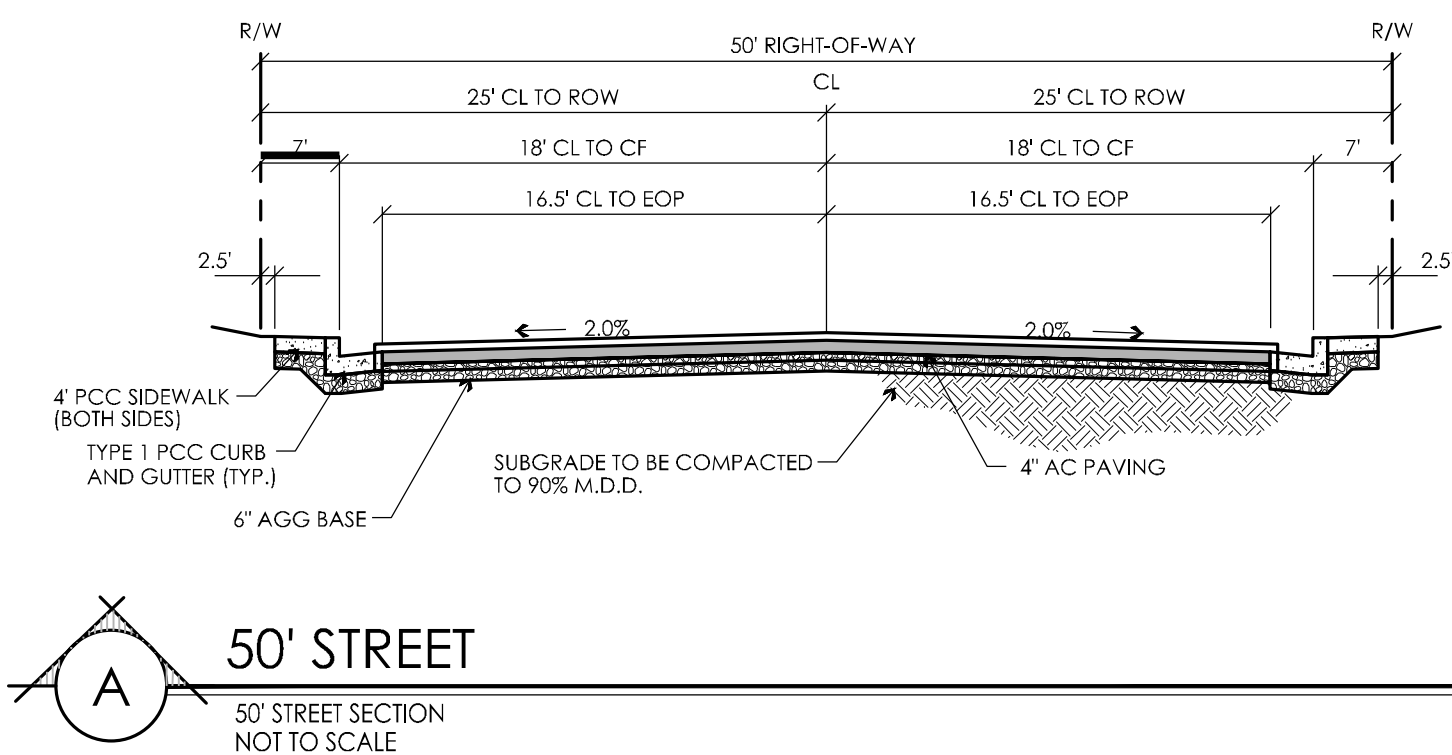


DESERT SHADOWS
EXISTING CONDITIONS AND
DEMOLITION PLAN

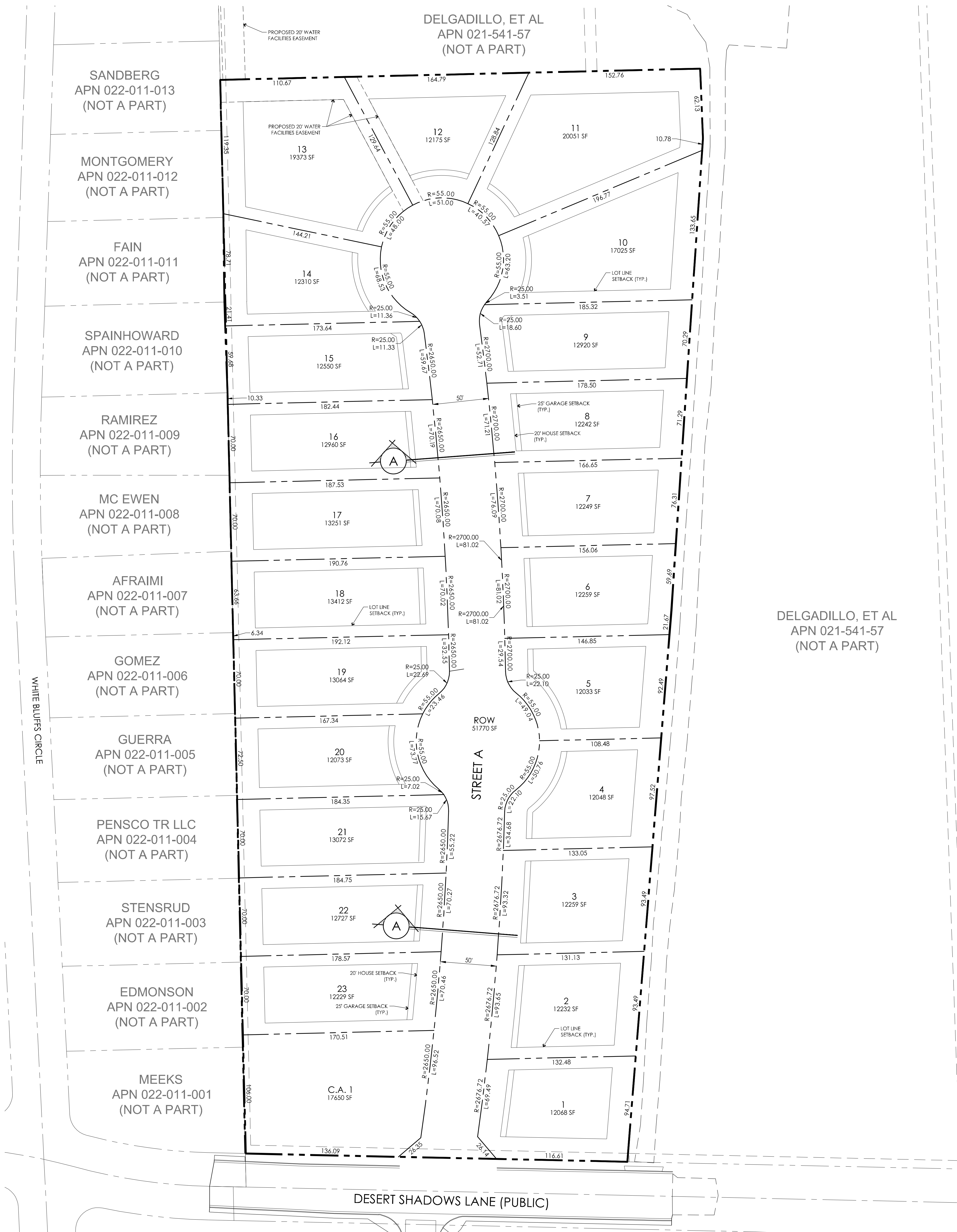
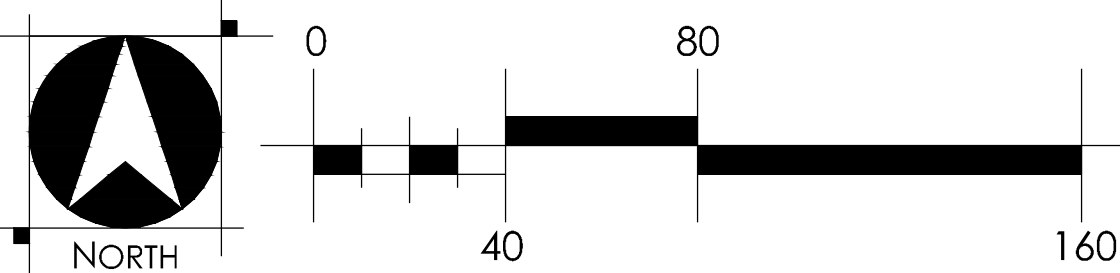
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Reno, NV 89502 Fax 775.823.4066

4087.002 JUNE 2022
SHEET DM-10F 8

DESERT SHADOWS
TENTATIVE SUBDIVISION MAP
PRELIMINARY LOT AND BLOCK PLAN



MINIMUM LOT WIDTH = 70 FEET
TYPICAL LOT SETBACK DETAIL



- GENERAL NOTES:
1. REFER TO EXISTING CONDITIONS PLAN (DM-1) FOR EXISTING EASEMENTS TO BE RELINQUISHED.
 2. A 10' P.U.E. SHALL BE GRANTED COINCIDENT WITH ALL RIGHT-OF-WAY AND A 5' P.U.E. SHALL BE GRANTED ON SIDE AND REAR LOT LINES.

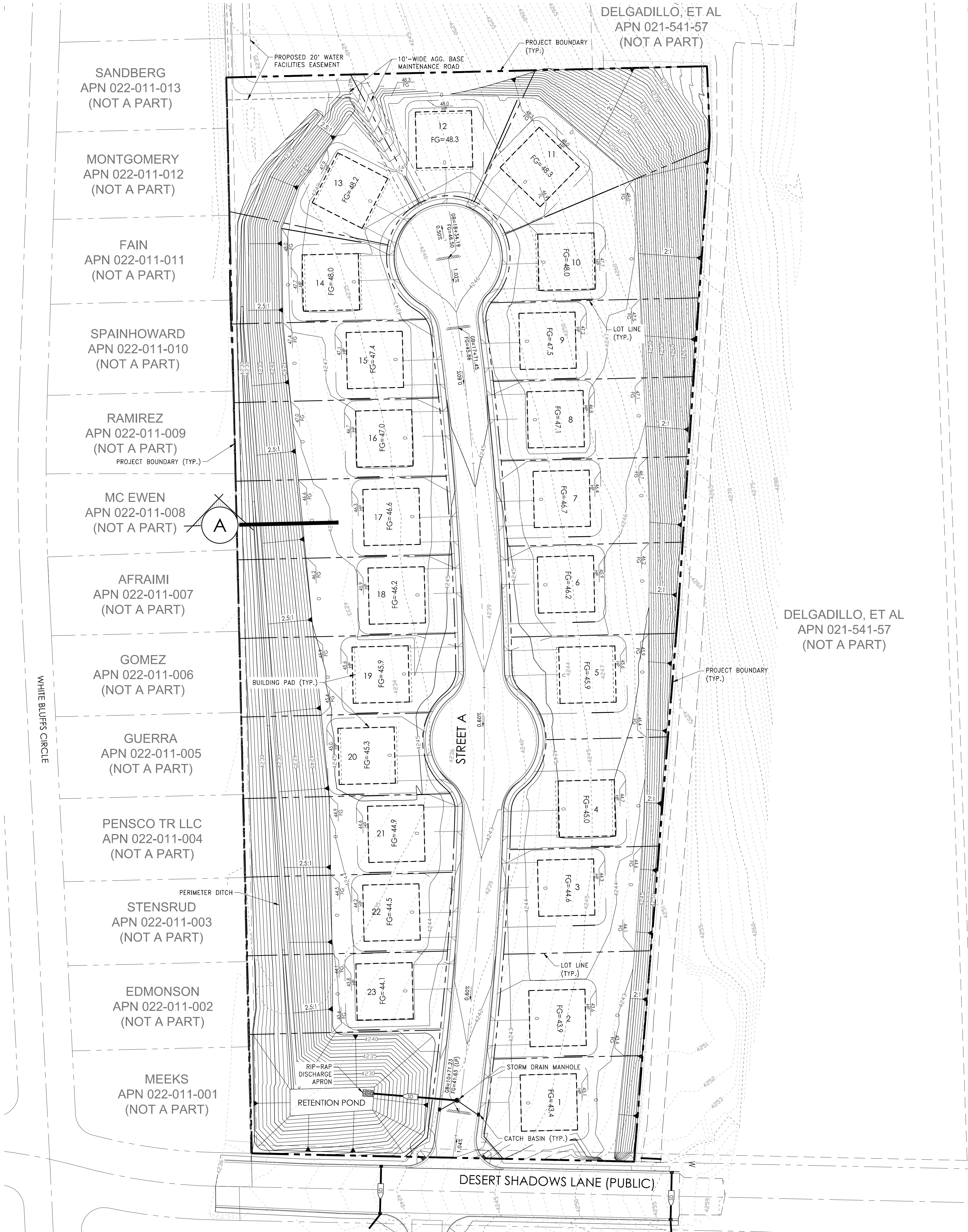
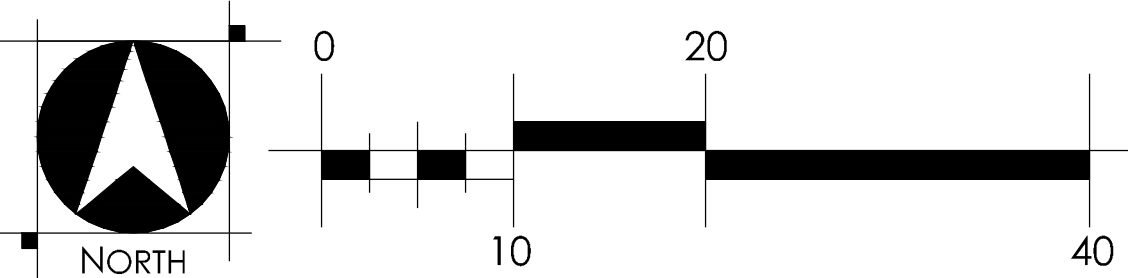


DESERT SHADOWS
PRELIMINARY LOT AND BLOCK PLAN

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Reno, NV 89502
Tel 775.823.4068 Fax 775.823.4066

4087.002 JUNE 2022
SHEET LB-1 OF 8

DESERT SHADOWS
TENTATIVE SUBDIVISION MAP
PRELIMINARY GRADING PLAN



NOTE: REFER TO SHEET CS-1 FOR CROSS-SECTIONS.

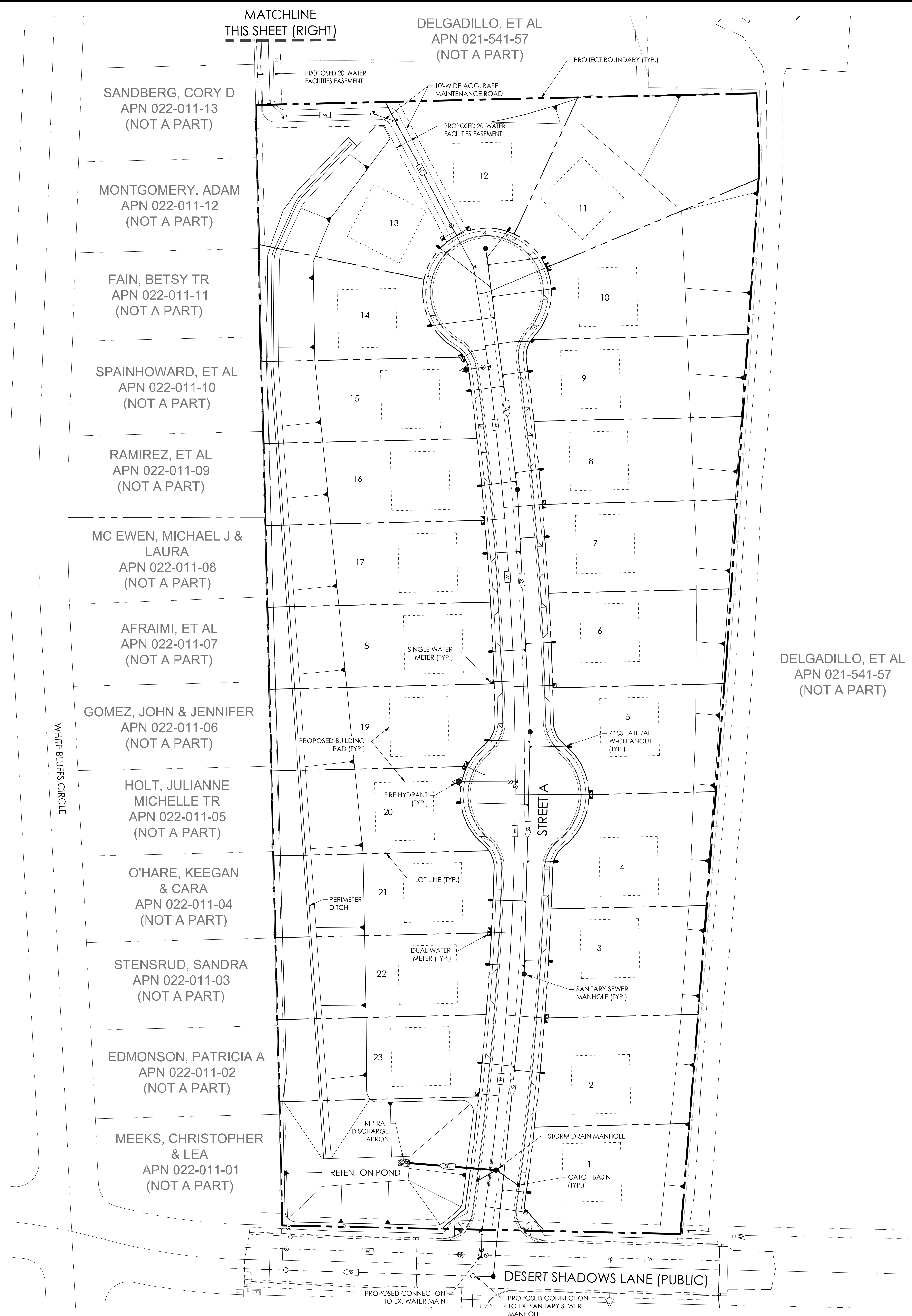


DESERT SHADOWS
PRELIMINARY GRADING PLAN

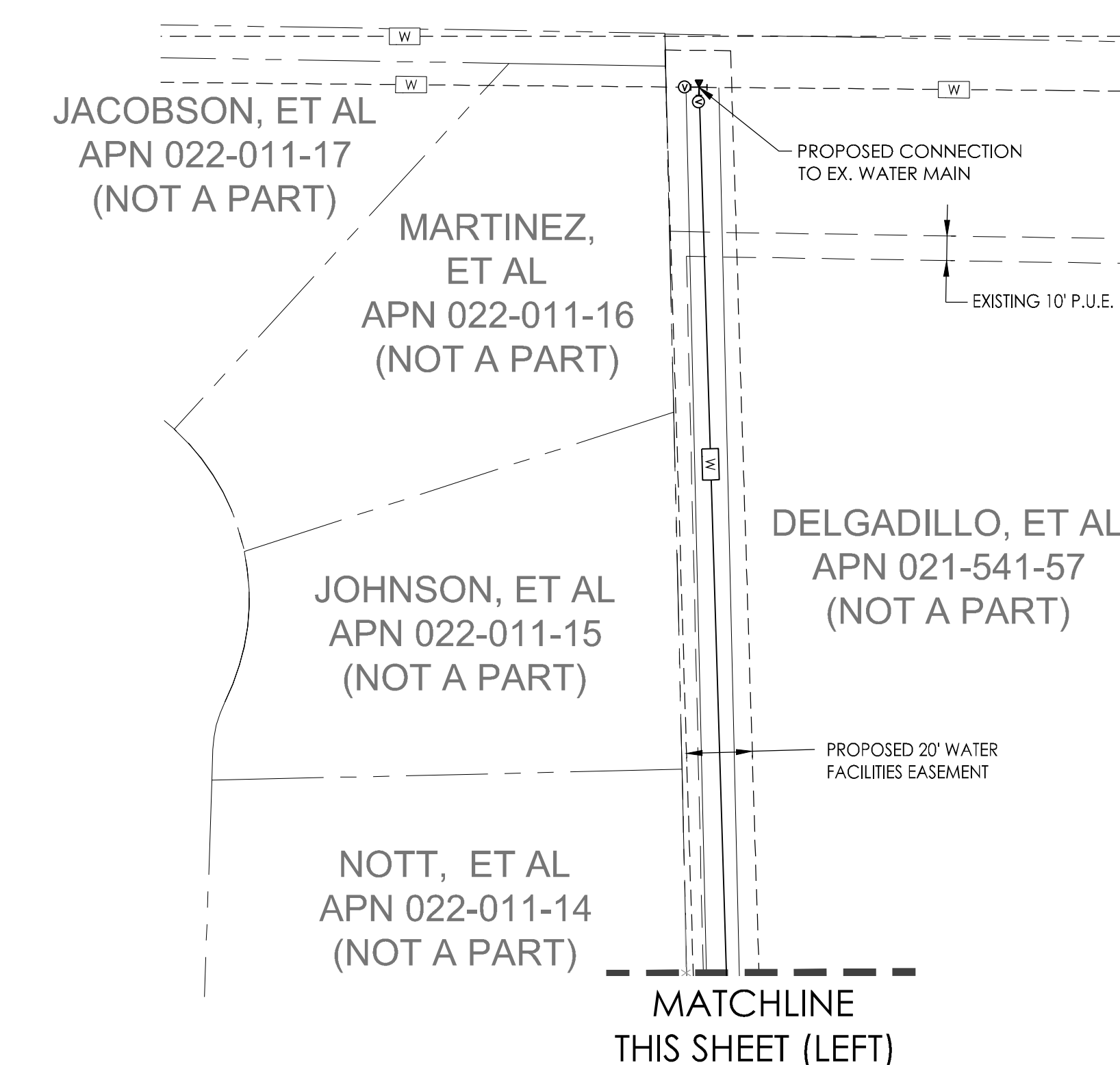
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel 775.823.4068
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DESERT SHADOWS

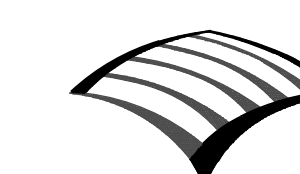
TENTATIVE SUBDIVISION MAP
PRELIMINARY UTILITY PLAN



NOTE: REFER TO SHEET F-1 FOR ON-SITE GATES AND FENCING AT WATER FACILITIES MAINTENANCE ROAD.



DESERT SHADOWS
PRELIMINARY UTILITY PLAN



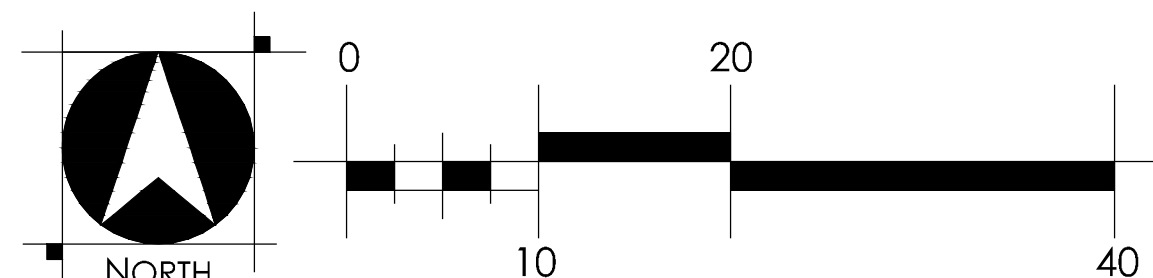
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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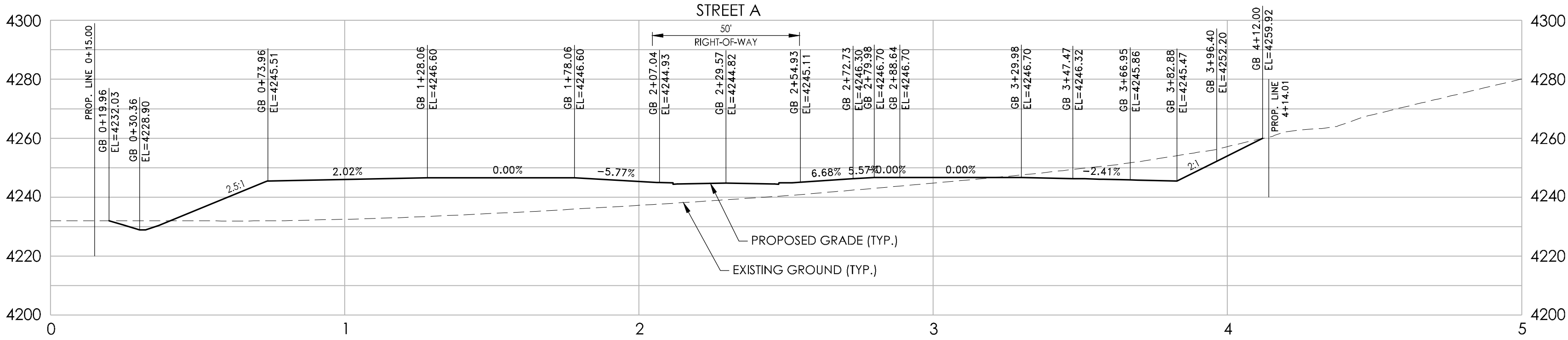
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JUNE 2022

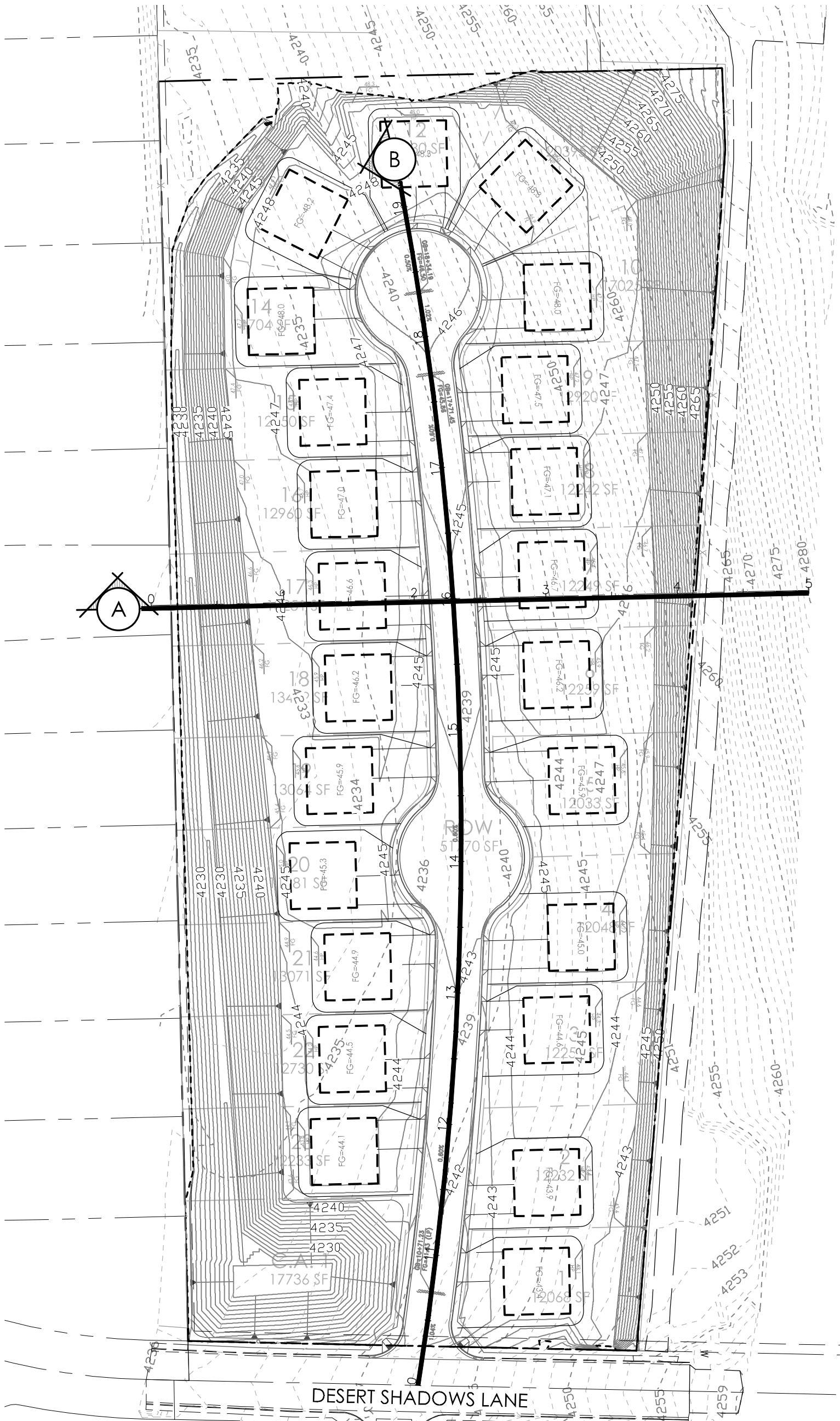
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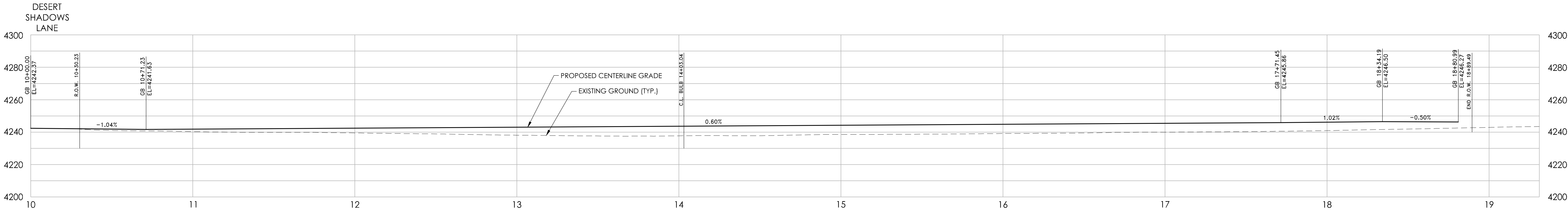
DESERT SHADOWS
TENTATIVE SUBDIVISION MAP
PRELIMINARY CROSS-SECTIONS



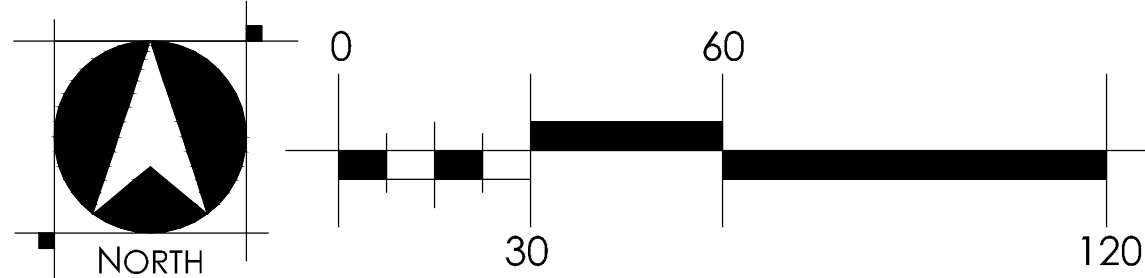
A EAST-WEST SECTION
SCALE 1"=30' HORIZ. AND VERT.



LOCATION MAP
SCALE 1"=80' HORIZ.



B STREET CENTERLINE SECTION
SCALE 1"=30' HORIZ. AND VERT.

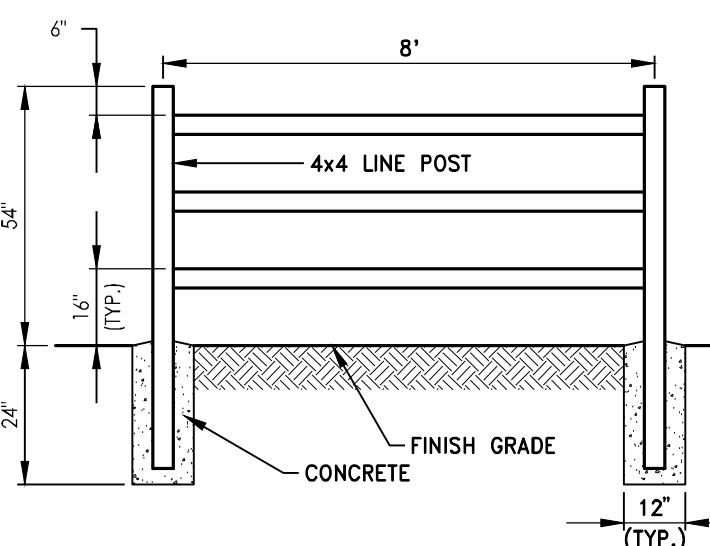
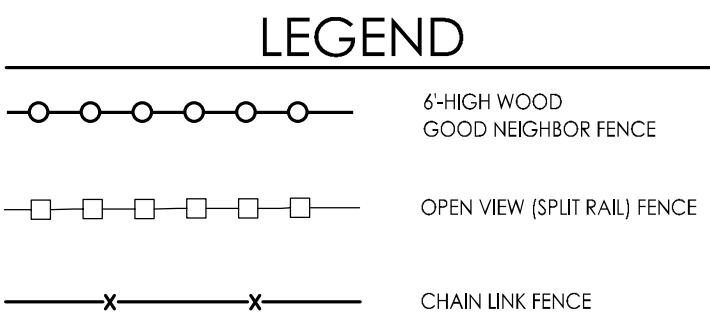
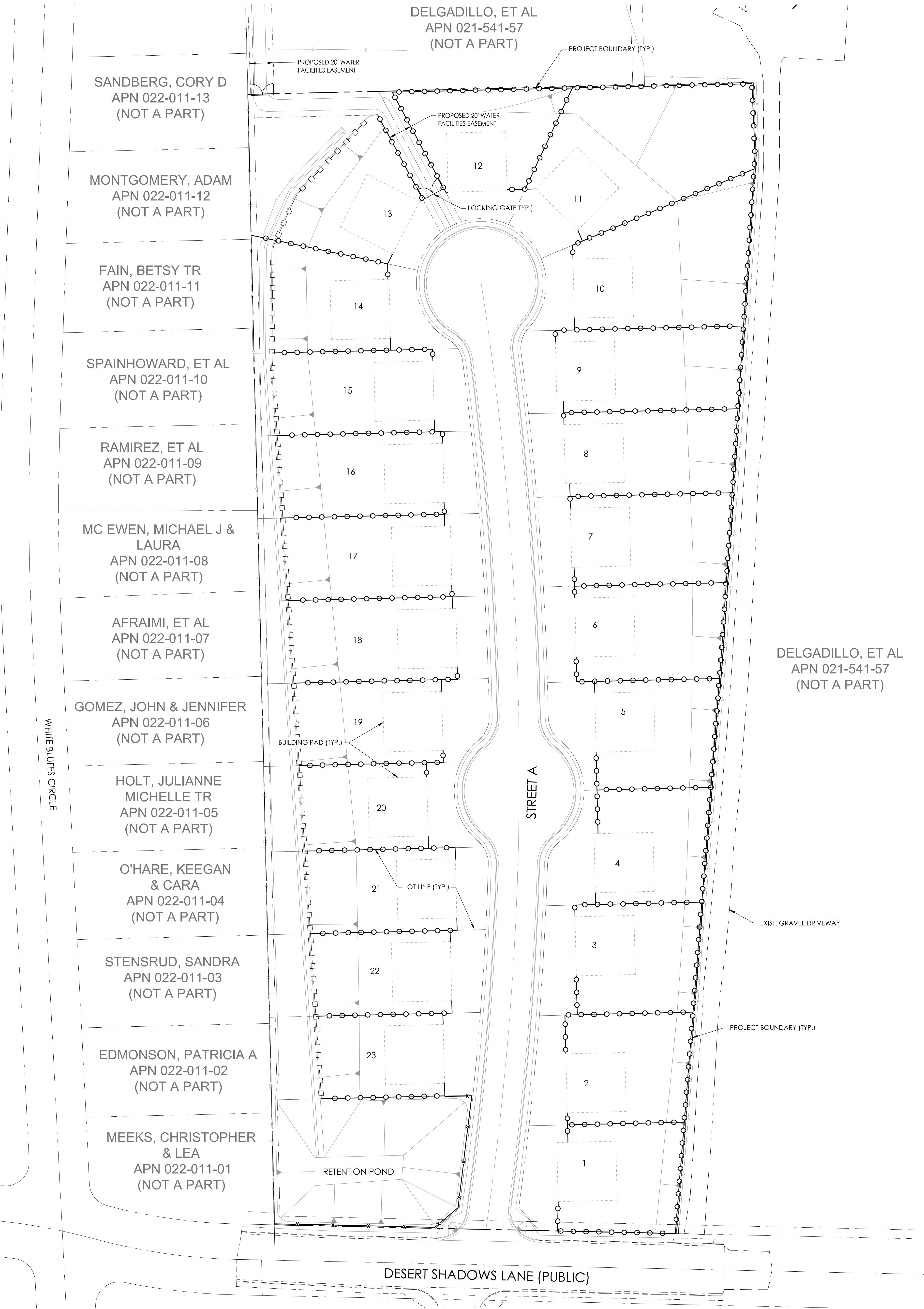


DESERT SHADOWS
PRELIMINARY CROSS-SECTIONS

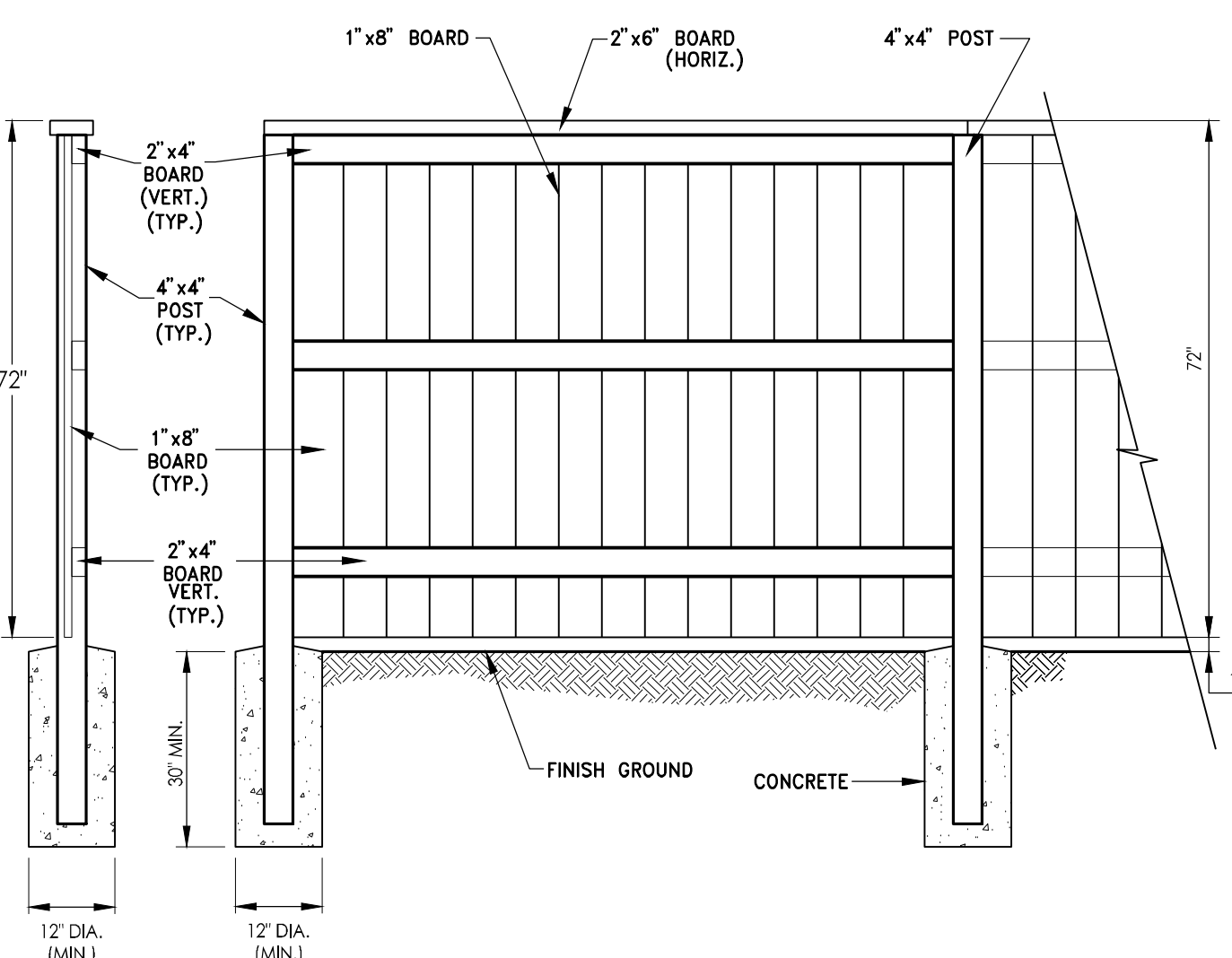
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

4087.002 JUNE 2022
SHEET CS-1 OF 8

DESERT SHADOWS
TENTATIVE SUBDIVISION MAP
PRELIMINARY FENCE PLAN



SPLIT RAIL FENCE
NOT TO SCALE

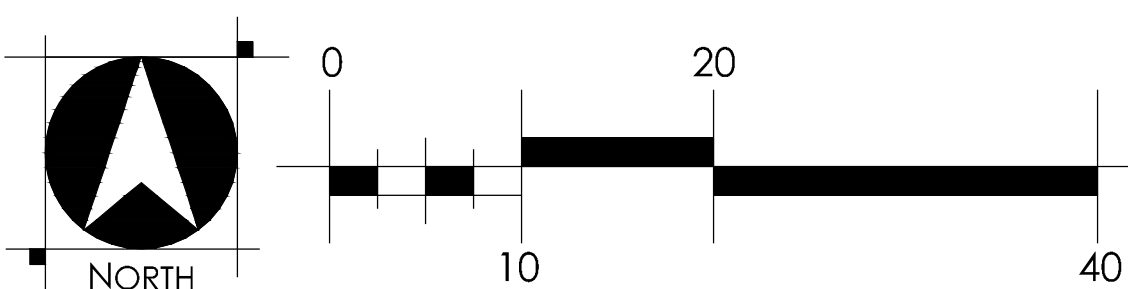


SIDE VIEW
ELEVATION VIEW
GOOD NEIGHBOR WOOD FENCE
N.T.S.

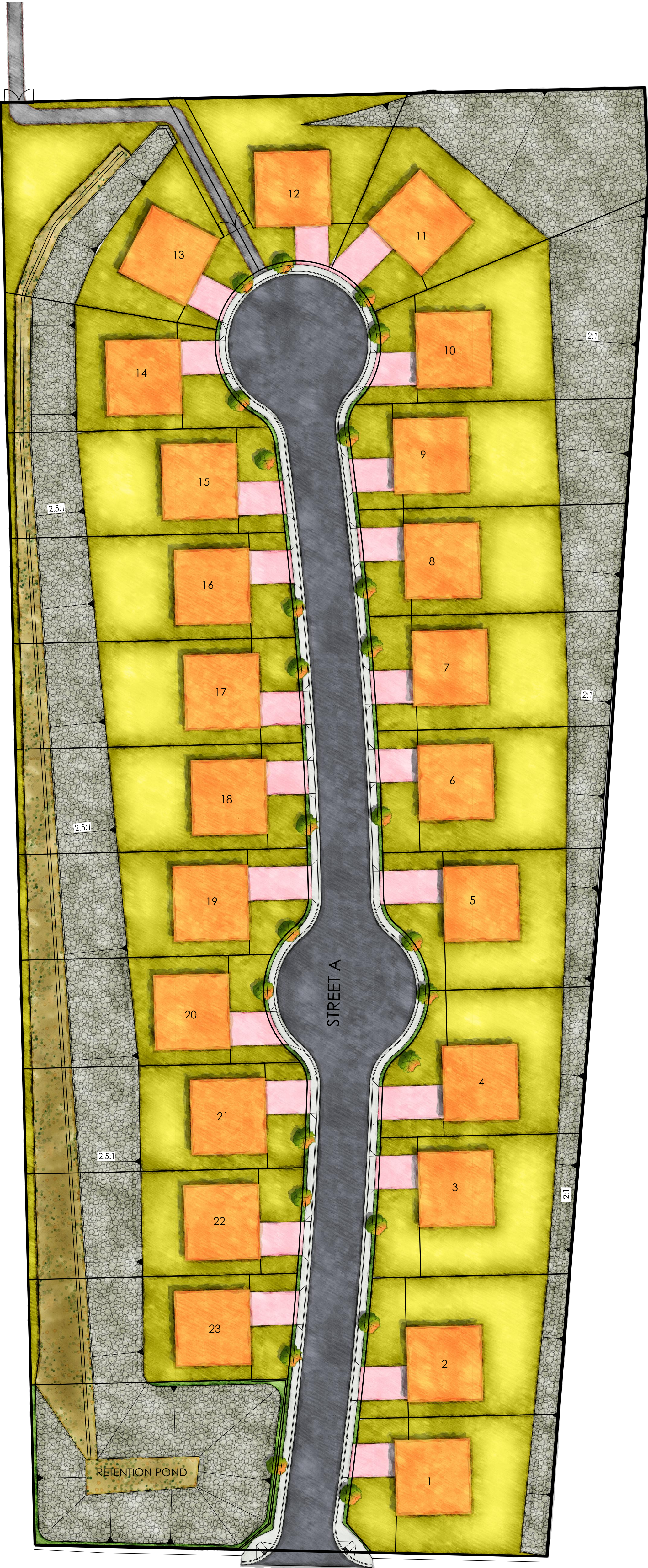


DESERT SHADOWS
PRELIMINARY FENCE PLAN

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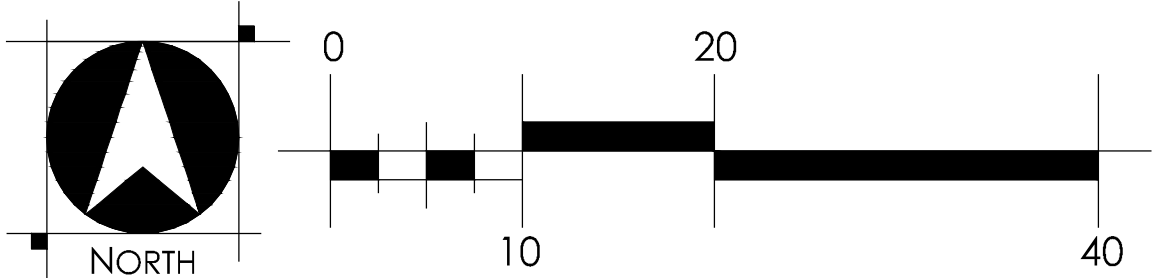


DESERT SHADOWS
TENTATIVE SUBDIVISION MAP
PRELIMINARY LANDSCAPE PLAN

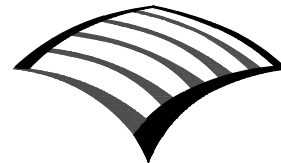


LEGEND

- LOTS
- PADS
- DRAIN ROCK
- DRIVEWAYS
- SIDEWALKS/CURB & GUTTER
- EARTHEN/REVEGETATION
- TREES



DESERT SHADOWS
PRELIMINARY LANDSCAPE PLAN



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Reno, NV 89502 Fax 775.823.4066

4087.002

JUNE 2022

SHEET L-1 OF 8



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 19, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Shay League

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

ACTION REQUESTED: Motion
Ordinance
Resolution

AGENDA ITEM: (For Possible Action):

Public Hearing – MPA22003 & ZMA22008

Consideration and possible action on a Master Plan Amendment and Zoning Map Amendment request for a site ±83.9 acres in size generally located north of Farm District Road at the intersection of Clearwater Parkway. (APN: 021-341-18)

A Master Plan Amendment request to change the land use on a ±15.5-acre portion of the project site from Single Family Residential (SFR) to Mixed Residential (MR).

A Zoning Map Amendment request to change the zoning on a ±68.4-acre portion of the project site from RR1 (Residential Rural, 1-acre minimum) to SF6 (Single Family Residential) and to change the zoning on a ±15.5-acre portion of the project site from RR1 (Residential Rural, 1-acre minimum) to MDR14 (Medium Density Residential, 14 dwelling units per acre maximum).

AGENDA ITEM BRIEF:

Staff requests that this agenda item and the public hearing be continued until the next meeting of the City Council due to the need for the bill associated with the Zoning Map Amendment to be properly read and introduced. The Zoning Map Amendment bill was not read and introduced at the October 5, 2022 meeting due to a procedural question that has since been resolved.

RECOMMENDED MOTION:

"I move to continue MPA22003 and ZMA22008 and the public hearing associated with both items until the next

City Council meeting, scheduled for November 2, 2022."

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:

Comprehensive Master Plan Amendment (MPA22003) Approval

"I move to adopt Resolution 22-018 and to certify the Master Plan Amendment associated with MPA22003, based on Findings MP1 to MP3, and the facts supporting those findings as set forth in the staff report."

Comprehensive Master Plan (MPA22003) Denial

"Based on information received in written materials, and at the public hearings on this matter, I move to deny Resolution 22-018 associated with MPA22003 because I have determined the proposed changes are detrimental to the public's health, safety, and general welfare and am unable to make the following required findings for approval: I am unable to make the finding(s) _____ as it relates to _____; therefore, I cannot approve the Comprehensive Master Plan Amendment."

All other motions acceptable under City Council parliamentary procedure are possible. Staff does not recommend action on the Zoning Map Amendment as it was not formally read and introduced at a previous meeting.

BACKGROUND:

ZMA22008 was recommended to City Council for approval by a 3-2 vote of the Planning Commission on September 14, 2022. That same meeting, Planning Commission forwarded a technical denial recommendation of 3-2 for MPA22003. Though the majority of Planning Commissioners in attendance voted to forward a recommendation for the master plan amendment, NRS 278.210 requires "the affirmative votes of not less than two-thirds of the total membership of the commission". In order for Planning Commission to forward a recommendation for a master plan amendment, 5 members must vote in favor of it.

The Clements Ranch Property, APN 021-341-18 (±83.9 acres) is located north of Farm District Road, between Bridle Path Way and Red Rock Road (See Vicinity Map). The property is currently vacant except for the old ranching houses. The subject parcel (APN 021-341-18) is used currently for agriculture purposes, which the Clements family has operated for the past 60+ years. According to the Clements Family (Applicant) farming in the valley is no longer a viable long-term option. As much as they regret the necessity, they also noted it is the right time to surrender to the inevitable and begin the process to plan for the next use as Fernley continues to grow. More specifically, the Clements Family has noted several challenges that have ultimately led to this decision with the more prominent issues being the fact that the family is starting to age out of the agriculture business with no additional family members wanting to take over coupled with the challenge of continued restrictions on irrigation as growth has continued over the years (reduction from irrigating 6 to 7 times per year to the current 2). Adding to the irrigation challenges are the planned closure of the canal next year. The regulations on irrigation, as well as the continued cost to operate the ranch have created a situation where the land used for agricultural purposes is no longer a viable option.

The Clements Family intends on submitting an application to create a master planned community that can serve Fernley for multiple generations. Multiple zoning designations that lend themselves to workforce housing provides opportunity for more Fernley families to live and work in the same location. Offering different levels of density within the same community gives new working-class families the chance to buy their first home with an opportunity to move to a larger home as time goes on while staying in the same area. Something that does not really exist in the east Fernley area.

ANALYSIS

The Master Plan land use designation for the subject property is Single-Family Residential (SFR), which allows single-family zoning, including the requested SF6 zoning for ±68.4 acres of the parcel. The current RR1 zoning is not a compatible zoning designation under the SFR land use designation. The requested ±15.5 acres of MDR14 zoning requires a Master Plan Amendment to Mixed Residential (MR) to support the proposed zoning.

According to the applicant, the Zoning Map Amendment and Master Plan Amendment requests are necessary to allow for the future development of the property to help fulfill the current and future anticipated housing demand in Fernley as a result of continued employment growth in the surrounding area. The proposed Master Plan and Zoning Map Amendments would allow for a mix of single-family detached lots and a small portion set aside for single-family attached lots to create diversity in the housing type mix to address the “missing middle” product type.

The City of Fernley Code of Ordinances Section 32.06.070 outlines development standards for Single-family Residential Districts (SF20, SF12, SF9, and SF6). This code section would require future projects to provide buffering, lot matching or transition of density when adjacent to existing residential properties.

Section 32.06.080 of the City of Fernley Code outlines development standards for Multiple Family Residential districts (MDR14, MF21, and MF30). Multi-family districts are intended primarily for higher density residential uses, mixed use centers, and single family attached uses (i.e. triplex/townhomes/duplex). The proposed ±15.5 acres of MDR14 is situated in the northern portion of the parcel and is buffered from existing residential properties through the proposed SF6 zoning, and is directly adjacent to an existing commercially zoned property along U.S. Hwy 50A. This use is appropriate in this location to promote adequate density transition while offering a higher density to help support the existing commercial zoning.

One of the important community principles that guided the 2018 City of Fernley Comprehensive Master Plan update was to diversify Fernley’s housing types and provide more obtainable options to serve a broader range of the community. Previous land patterns in Fernley have promoted larger lots, which have led to higher housing costs and inefficient use of infrastructure resulting in higher utility costs. The proposed Zoning Map Amendment will help implement the new Master Plan and increase the overall supply of housing in the region while the Master Plan Amendment will help to diversify Fernley’s housing products.

FINDINGS

Master Plan Amendment

MP1: The master plan amendment would implement the goals listed within the City of Fernley Master Plan as listed in the staff report.

Relationship to the Master Plan

1. Mixed Residential (MR)

The proposed development is located within an area designated as Mixed Residential (MR) in the city's Comprehensive Master Plan. The description of the Mixed Residential land use states the equivalent zoning districts are MDR14 (Medium Density Residential, 7-14 du/ac). Per the Comprehensive Master Plan document, Mixed Residential focuses on Single family detached, small-lot single family detached, single family attached, triplexes, townhomes, condos, manufactured/mobile home parks. Other uses such as lower density multifamily buildings may be permitted by discretionary entitlement. Planned Development (PD) zoning may be applied to the area designated Mixed Residential for entitlement and construction.

The Comprehensive Master Plan goes on to state that Mixed Residential areas are typically located in areas within walking distance to services and amenities. One-fourth (¼) of a mile is usually considered an acceptable walking distance. The Mixed Residential land use is intended to preserve and create a wide range of low-to-medium density housing types. The maximum number of dwelling units that may be located in this district is fourteen (14) units per one (1) acre. Developers are encouraged to integrate a range of housing product types into proposed projects. Municipal services are required for new development within the Mixed Residential land use designation.

2. The Land Use Plan Goals and Action Strategies in the 2018 Comprehensive Master Plan that are relevant to this proposal include:

Population, Housing & Employment

HP.1.1 Enhance Fernley's vitality as a community by providing a variety of housing types, density and costs that accommodate the needs, desires and financial abilities of the current and future households.

HP.1.1.1 Encourage higher densities in the downtown core and as part of master planned communities that also provide a mixture of job-generating and commercial land uses within the overall development.

HP.1.1.2 Encourage large-scale housing development that incorporates efficient land use techniques and creates a distinct sense of place and neighborhood diversity.

HP.1.1.3 Encourage the development of live-work master planned communities.

HP.1.1.4 Encourage the efficient use of land and existing infrastructure by focusing on achieving good design in new housing or redeveloped housing on either vacant land, infill parcels and/or under-developed parcels.

HP.1.2 Encourage housing that supports sustainable development patterns by promoting the efficient use of land, conservation of natural resources, easy access to services and public facilities such as parks, and resource efficient design and construction.

HP.1.2.1 Foster flexibility in the division of land and the siting of buildings and other improvements to reduce new development's impact on environmentally sensitive areas.

HP.1.2.2 Use resource efficient technologies and materials in housing construction that increase the useful life of new and existing housing.

HP.1.3 Strive for viable mixed income neighborhoods throughout Fernley that collectively reflect the diversity of housing types and tenure (rental and ownership).

HP.1.3.1 Encourage a distribution of household incomes throughout the various planning areas.

HP.1.3.2 Promote planned unit developments that include a mix of housing types.

HP.1.6 Provide a spectrum of high quality housing to meet the City's need.

HP.1.6.1 Create flexible zoning policies to allow accessory dwellings and multi-family units for low-income families.

HP.1.6.2 Pursue the elimination of overcrowded, unsafe and unsanitary living conditions through code enforcement violations.

HP.1.6.3 Consider the cumulative impact of regulations on the ability of housing developers to meet current and future housing demand.

Land Use

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

LU.1.1.1 Require new development to provide its proportionate share of improvements to avoid a degradation of services for existing residents. This requirement will be applied regardless of project size in order to avoid incremental erosion of services and facilities.

LU.1.1.2 Encourage development of vacant or underutilized lands within the community core where adequate infrastructure and facilities currently exists.

LU.1.1.3 Require new development to provide certified, stamped studies demonstrating the impact proposed development will have on existing infrastructure and to provide improvements and/or funding in lieu of improvements in proportion to the impacts of the proposed projects on the city's roadway, sewer and water systems.

LU.1.5 Promote infill development.

LU.1.5.1 Encourage the intensification of land use in the existing community core.

LU.1.5.2 Complete the downtown historic district area plan and development standards, which may involve intensification of land use.

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

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

The proposed development provides a variety of housing densities, lot sizes, and cost options. Single-family attached options in the northern portion of the parcel will offer townhomes, duplexes, or triplexes, and the remainder of the site will be developed with single-family detached lots at 6,000 square feet, 15,000 square feet, and ½ acre lot sizes. This will offer a variety of sizes and housing cost options to the area, addressing the growing need for housing in Fernley.

The subject parcels are within an area near existing infrastructure and close to US 50, which is an area of Fernley proposed for redevelopment. Main sewer and water infrastructure are available adjacent to the subject site north of the parcel and within Red Rock Rd. The subject parcel is surrounded by existing development with a future commercial center located to the north. The proposed MR would provide workforce housing opportunities for the adjacent employment center (Victory Logistics) while also providing higher density to support the future commercial which remains undeveloped today. There is an existing connection to US 50 via Red Rock Rd and a planned US 50 connection further west through the Friendly 5 planned community currently under construction. It is anticipated that a future project would provide addition connection opportunities though a main collector road from Farm District through the subject parcel to the northern connection points.

The range of housing options and lot sizes proposed in this project will equate to a variety of cost options, promoting a mixed income neighborhood on the site which will blend well with surrounding development. Single-family attached homes in the ±15.5 acres of proposed MDR14 zoning would introduce affordable housing options to the city and promote efficient use of existing infrastructure, utilities, and services. This could effectively spur further redevelopment efforts and attract new residents to the city.

Given the new large scale industrial projects that have been recently approved in Fernley and the surrounding area the City of Fernley is expected to see increased population and employment over the next 20 years. The largest industrial development in Fernley, Victory Logistics, sits less than 2 miles away with an anticipated employment generation of over 10,000 people in phase 1. The housing options proposed on the subject parcel will introduce multiple high-quality options at different price points, addressing the City's growing need.

Most utilities needed to serve the project site are currently available within Farm District Road, which fronts the

south boundary of the project site. The city operates an 18-inch-diameter water main on the south side of Farm District Road, and dry utilities (natural gas, power, communications, cable TV) are available on the north side of the highway. Additionally, these utilities are also available on the Quick Cal Way street stub to the east (i.e., off Red Rock Road). There is adequate capacity for utilities to support future development. A future project would provide all necessary backbone infrastructure and utility connections.

The subject parcel is an infill site surrounded by existing subdivisions and planned commercial development along US 50 as well as existing infrastructure and services. The proposed Master Plan Amendment provides workforce housing opportunities adjacent to existing commercial properties and is adequately buffered from the existing subdivisions and therefore would be compatible with the surrounding area. The MR designation would provide workforce housing opportunities for the proposed Victory Logistics employment center less than 2 miles away with direct connectivity to US 50.

MP2: The master plan amendment would be compatible with surrounding land uses.

SURROUNDING LAND USES AND ZONINGS (OF PROJECT SITE)		
Direction	Land Use	Zoning
North	Commercial & Open Space & Parks	C2 & GR20
South	Single Family Residential	SF20
East	Single Family Residential	RR½
West	Single Family Residential	RR1

To the north of the subject parcel are existing commercial property fronting along US 50. The proposed MR designation would be compatible with the existing commercial. The proposed land plan also includes leaving areas of SFR to the east and west which would provide an adequate buffer or density transition from the proposed MR and existing subdivisions. Future development of the SFR areas will also have to address residential adjacency standards. The MR was placed specifically where the subject area will have direct access to the existing commercial area and to US 50 so that it can be compatible with the surrounding land uses while also providing an opportunity to create workforce housing for the Victory Logistics district less than 2 miles away.

MP3: Public notice was given, and a public hearing held per the requirements of Nevada Revised Statutes and Fernley Development Code.

Public notice was given, and a public hearing was scheduled per the provisions outlined in the City's Municipal Code and Nevada Revised Statutes.

Zoning Map Amendment

Z1: Consistent with the city's master plan and otherwise consistent with state and federal law.

1. Mixed Residential (MR)

The proposed development is located within an area designated as Mixed Residential (MR) in the city's Comprehensive Master Plan. The description of the Mixed Residential land use states the equivalent zoning districts are MDR14 (Medium Density Residential, 7-14 du/ac). Per the Comprehensive Master Plan document,

Mixed Residential focuses on Single family detached, small-lot single family detached, single family attached, triplexes, townhomes, condos, manufactured/mobile home parks. Other uses such as lower density multifamily buildings may be permitted by discretionary entitlement. Planned Development (PD) zoning may be applied to the area designated Mixed Residential for entitlement and construction.

The Comprehensive Master Plan goes on to state that Mixed Residential areas are typically located in areas within walking distance to services and amenities. One-fourth ($\frac{1}{4}$) of a mile is usually considered an acceptable walking distance. The Mixed Residential land use is intended to preserve and create a wide range of low-to-medium density housing types. The maximum number of dwelling units that may be located in this district is fourteen (14) units per one (1) acre. Developers are encouraged to integrate a range of housing product types into proposed projects. Municipal services are required for new development within the Mixed Residential land use designation.

2. SFR (Single Family Residential)

The proposed development is located within an area designated as Single Family Residential (SFR) within the city's Comprehensive Master Plan. The description of the Single-Family Residential land use states that the equivalent zoning districts are SF6 (Single Family, 6,000 sq. ft. minimum lot size), SF9 (Single Family, 9,000 sq. ft. minimum lot size), SF12 (Single Family, 12,000 sq. ft. minimum lot size), and SF20, (Single Family, 20,000 sq. ft. minimum lot size). Per the Comprehensive Master Plan document, Single Family Residential focuses on single-family detached residences, along with parks, open spaces, and religious institutions. Lot sizes generally vary within subdivisions but are always above the minimum level depending on the zoning code.

The Comprehensive Master Plan also goes on to state that Municipal services are required in Single Family Residential designations, that they be buffered from adjacent roadways and differing uses, and that residences be sited to offer privacy to the occupants of these areas, while providing connectivity and ease of access to surrounding areas. The Single-Family Residential land use consists of primarily single family detached homes with varies lot sizes. The maximum density associated with the SF9 zoning classification is 4 dwelling units per acre.

3. The Land Use Plan Goals and Action Strategies in the 2018 Comprehensive Master Plan that are relevant to this proposal include:

The applicant identified several City of Fernley Comprehensive Master Plan goals and policies as being supported by the entire Victory Logistics project. These goals and policies are listed in Master Plan Amendment MP1, above.

SF6 is one of five zoning districts allowed in the Single Family Residential (SFR) Master Plan designation. The current RR1 is not a compatible zoning district for SFR. MDR14, proposed in the northern 15.5 acres of the site, is compatible with the proposed Mixed Residential (MR) Master Plan designation, requiring a Master Plan Amendment (included with this request). The proposed zoning in the 15.5-acre portion of the site would facilitate future development of the site with medium-density residential options, which is compatible with surrounding development and aligns with the existing adjacent commercial parcels and would support future employment less than 2 miles away.

As described in the Master Plan, the MR land use category should include a mix of housing options and densities, have access to municipal services, and be located in an area within walking distance to services and amenities. The proposed zoning map amendment will expand the potential options of housing types of the site could be developed with. The site will have access to existing municipal services and be in an ideal location for access to nearby businesses and services. Additionally, the zoning map amendment would promote

development of a currently vacant infill site in an area near a recently approved employment center (Victory Logistics).

Z2: Consistent with the surrounding land uses.

SURROUNDING LAND USES AND ZONINGS (OF PROJECT SITE)		
Direction	Land Use	Zoning
North	Commercial & Open Space & Parks	C2 & GR20
South	Single Family Residential	SF20
East	Single Family Residential	RR½
West	Single Family Residential	RR1

The proposed zoning designations of SF6 and MDR14 encourage a mix of housing types consistent with the adopted Master Plan. The mid-range density of MDR14 would be a compatible land use with various residential districts and commercial uses making this designation an ideal transition between commercial and more traditional single family uses. There are plenty of examples where a range of density exists along Farm District Road, and recent code updates provide specific adjacency standards to existing subdivisions to encourage better compatibility between densities. The proposed amendments will continue the single family residential while keeping the higher dense MDR14 closer to the existing commercial area along US 50.

Z3: Public notice was given, and a public hearing held per the requirements of Nevada Revised Statutes and Fernley Development Code.

Public notice was given, and a public hearing was scheduled per the provisions outlined in the City's Municipal Code and Nevada Revised Statutes.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes, Chapter 278 - Planning and Zoning
Fernley Municipal Code, Title 32 - Development Code

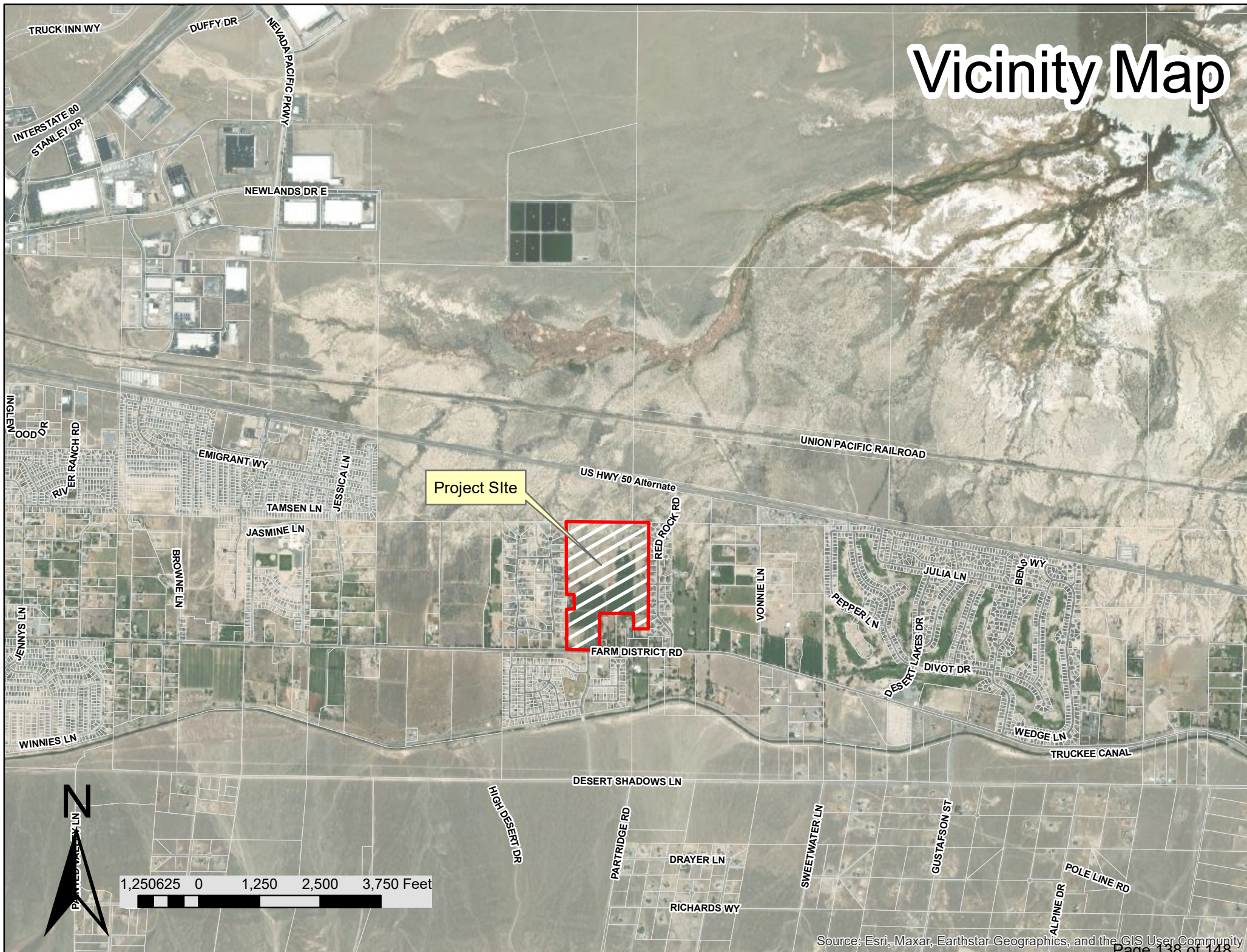
FINANCIAL IMPLICATIONS:

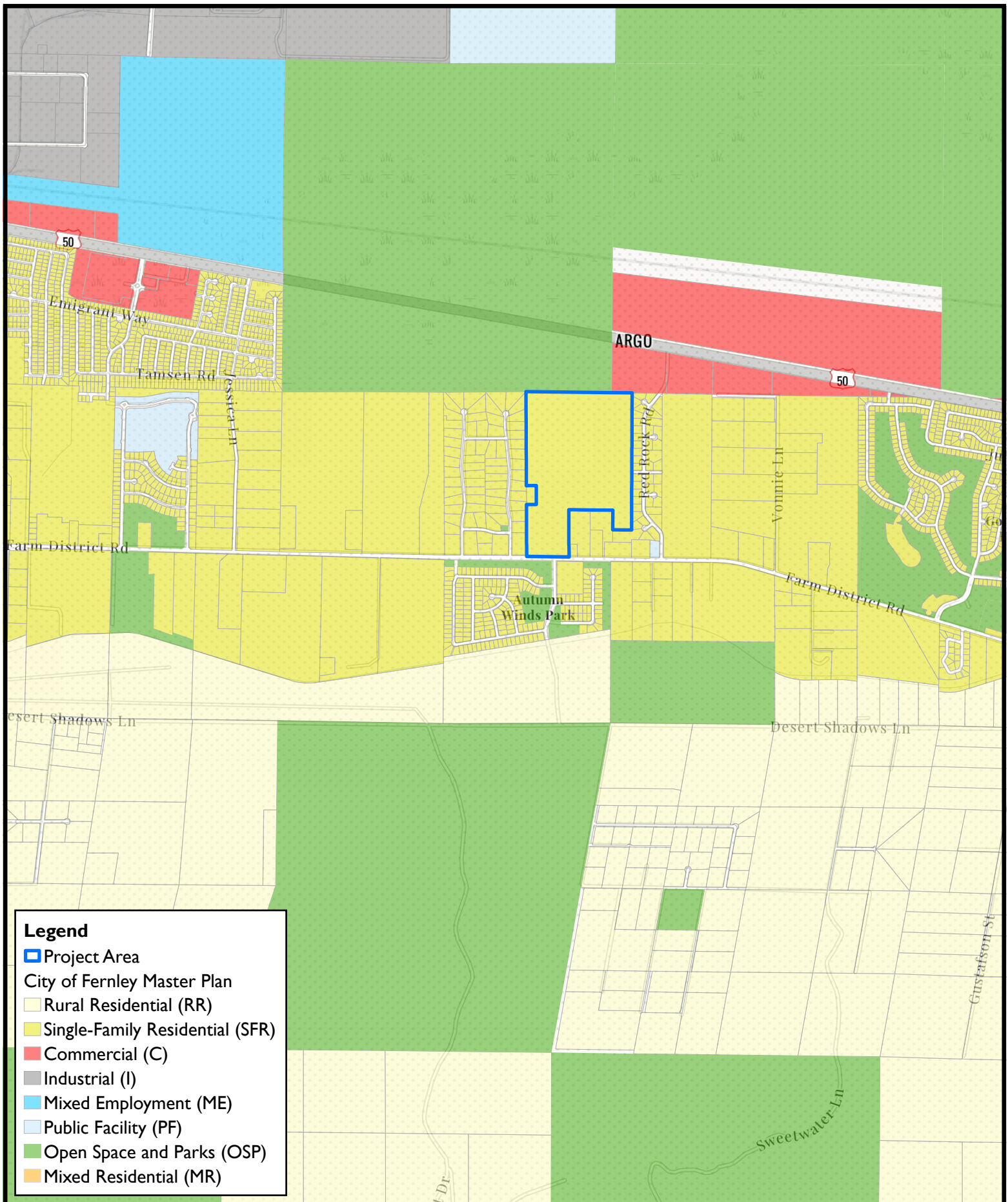
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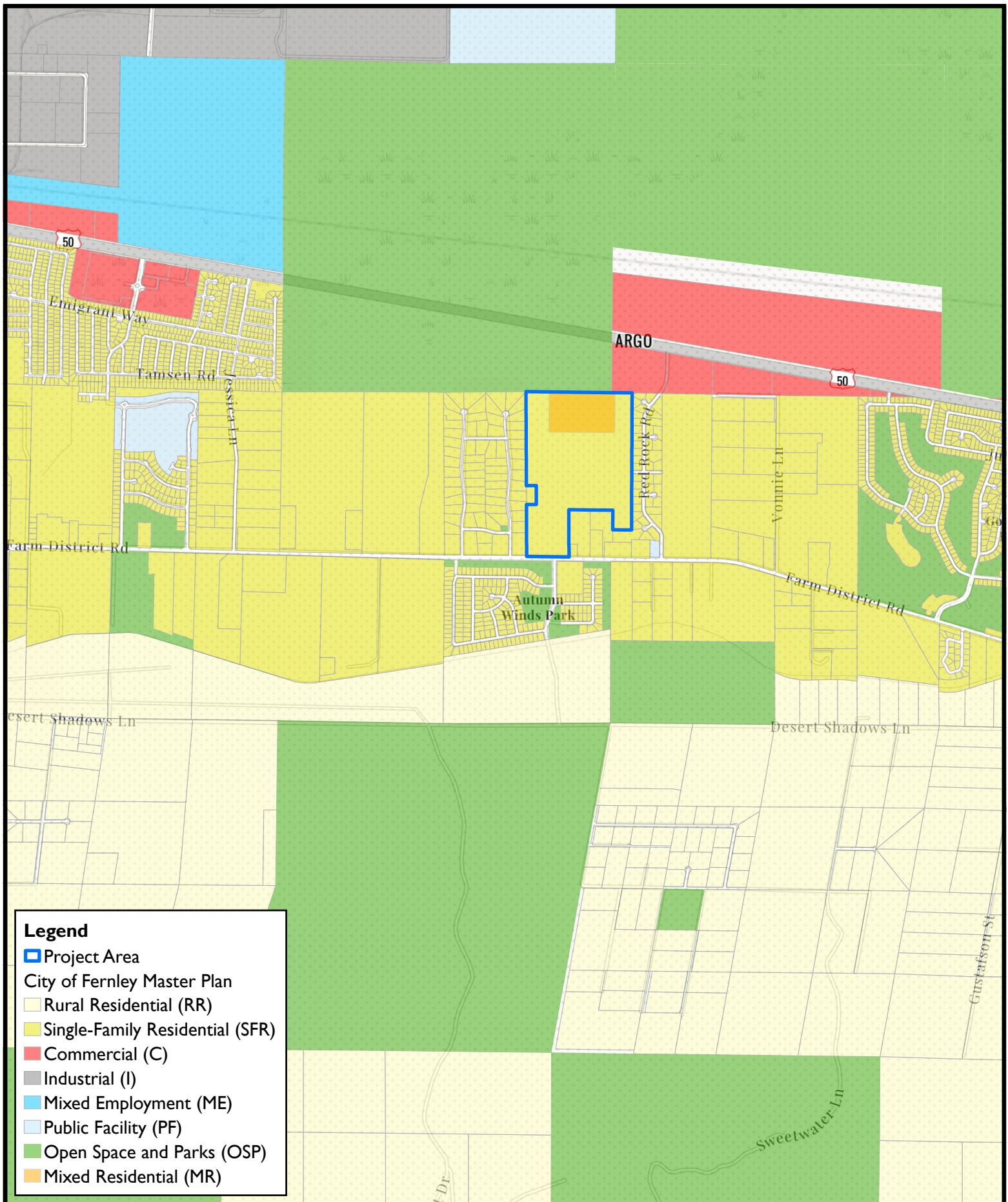
ATTACHMENTS:

1. Vicinity Map
2. Existing Master Plan
3. Proposed Master Plan
4. Resolution # 22-018 for MPA22003
5. Existing Zoning
6. Proposed Zoning
7. Bill # 318 for ZMA22008

Vicinity Map







Proposed Master Plan **Clements Ranch Property ZMA/MPA** **July 2022**

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 Reno, NV 89502 Fax: 775.823.4066

CITY OF FERNLEY
RESOLUTION # 22-018

A RESOLUTION OF THE CITY OF FERNLEY FOR A COMPREHENSIVE MASTER PLAN AMENDMENT, ASSOCIATED WITH CASE NUMBER MPA22003, TO CHANGE THE LAND USE ON A ±15.5-ACRE PORTION OF THE 83.9-ACRE PROJECT SITE FROM SINGLE FAMILY RESIDENTIAL (SFR) TO MIXED RESIDENTIAL (MR) GENERALLY LOCATED NORTH OF FARM DISTRICT ROAD AT THE INTERSECTION OF CLEARWATER PARKWAY, EAST OF THE COUNTRY RANCH ESTATES SUBDIVISION, AND WEST OF THE COUNTY RANCH 2 SUBDIVISION. (APN: 021-341-18)

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

WHEREAS Nevada Revised Statutes chapter 278.210 specifies that master plans or any amendments must be adopted by resolution of the Planning Commission;

WHEREAS the Planning Commission held a public hearing on September 7th, 2022; and

WHEREAS the proposed Master Plan Amendment would implement Goals HP.1.1, HP.1.2, HP.1.3, HP.1.6, LU.1.1, and LU.1.5 of the City of Fernley Comprehensive Master Plan.

NOW, THEREFORE, BE IT RESOLVED, that based on the discussion and findings provided in the staff report and/or testimony presented at the September 7th, 2022 public hearing, that the change in the land use classification a ±15.5-acre portion of the 83.9-acre project site from Single Family Residential (SFR) to Mixed Residential (MR) generally located north of farm district road at the intersection of clearwater parkway, east of the country ranch estates subdivision, and west of the county ranch 2 subdivision. (APN: 021-341-18) be adopted as part of the City of Fernley's comprehensive master plan; and

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

RESOLUTION PASSED, APPROVED, AND ADOPTED this 7th day of September 2022, by the following vote of the Fernley Planning Commission:

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

By: _____ Date: _____

Barry Williams, Sr., Chairman

Attest By: _____ Date: _____

Brenda Gosser, Deputy City Clerk

RESOLUTION CERTIFIED this 19th day of October 2022, by the following vote of the Fernley City Council:

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

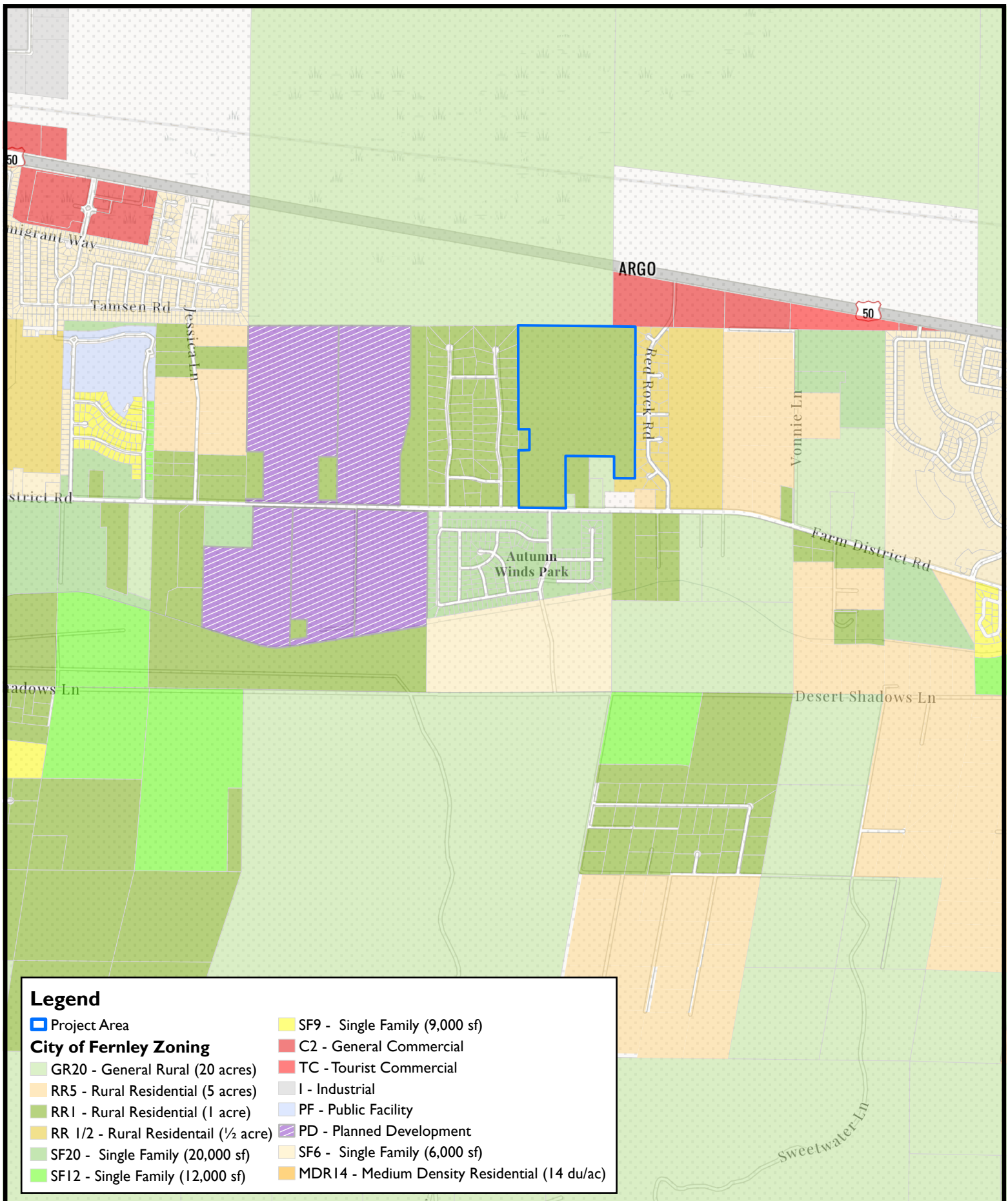
FERNLEY CITY COUNCIL

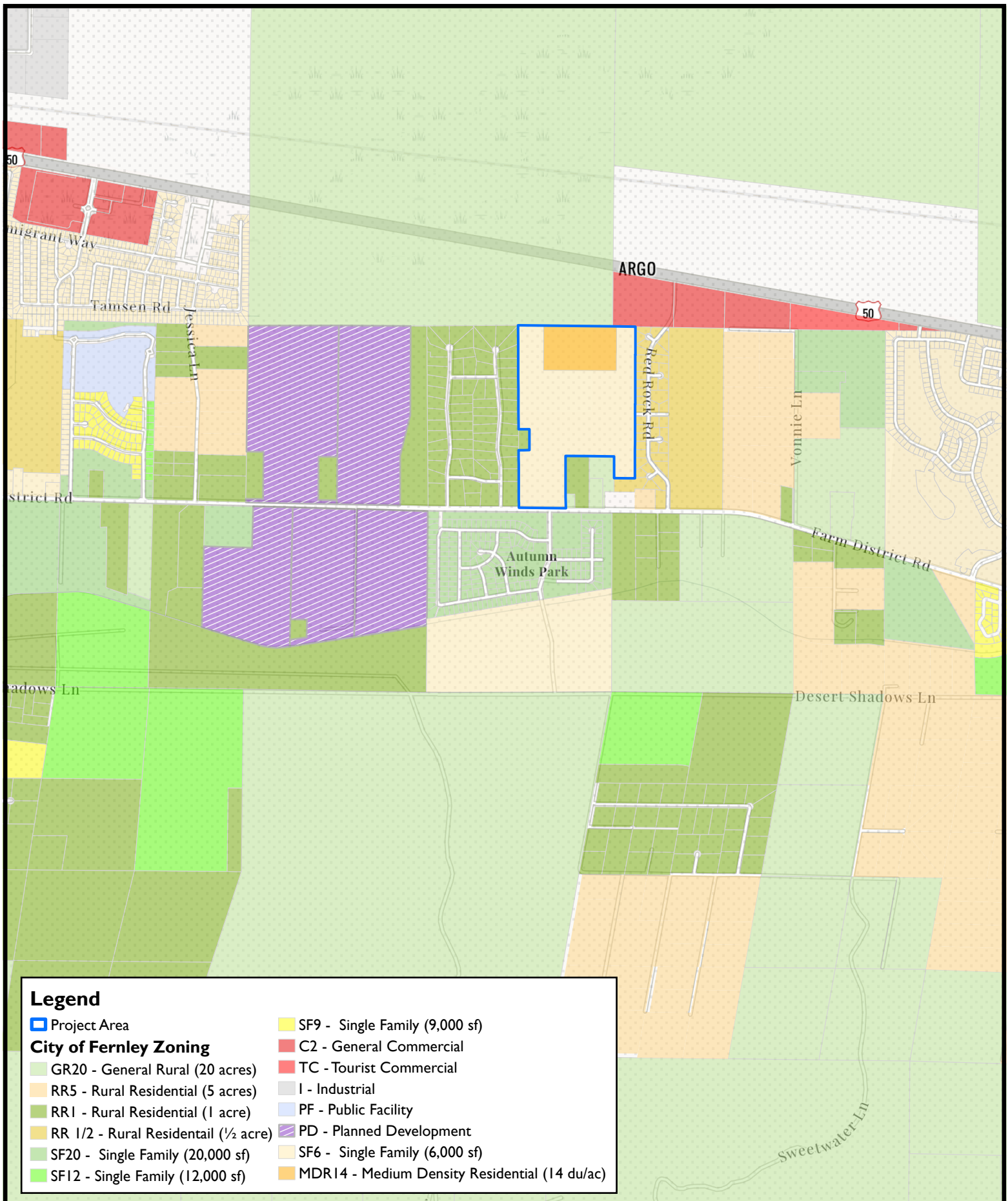
By: _____ Date: _____

Roy Edgington, Mayor

Attest By: _____ Date: _____

Kim Swanson, City Clerk





Legend

 Project Area

City of Fernley Zoning

GR20 - General Rural (20 acres)

RR5 - Rural Residential (5 acres)

RR1 - Rural Residential (1 acre)

RR 1/2 - Rural Residential (1/2 acre)

SF20 - Single Family (20,000 sf)

SF12 - Single Family (12,000 sf)

SF9 - Single Family (9,000 sf)

C2 - General Commercial

TC - Tourist Commercial

I - Industrial

PF - Public Facility

PD - Planned Development

SF6 - Single Family (6,000 sf)

MDR14 - Medium Density Residential (14 du/ac)



Proposed Zoning

Clements Ranch Property ZMA/MPA

July 2022



When recorded, mail to:
City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

BILL # 318
CITY OF FERNLEY
ORDINANCE # _____

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA22008, TO CHANGE THE ZONING ON A ±68.4-ACRE PORTION OF ASSESSOR'S PARCEL NUMBER (APN) 021-341-18, GENERALLY LOCATED NORTH OF FARM DISTRICT ROAD AT THE INTERSECTION OF CLEARWATER PARKWAY, FROM RR1 (RESIDENTIAL RURAL, 1 ACRE) TO SF6 (SINGLE-FAMILY, 6,000 SQUARE FEET) AND TO CHANGE A ±15.5-ACRE PORTION OF THE SAME APN FROM RR1 TO MDR14 (MEDIUM DENSITY RESIDENTIAL, 14 DWELLING UNITS PER ACRE) AND OTHER MATTERS PROPERLY RELATING THERETO.

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

Section 1: The zoning of property described in Exhibit "A", which is attached hereto and incorporated herein by reference, situated in the City of Fernley, County of Lyon, State of Nevada, is hereby changed from RR1 (Residential Rural, 1 Acre) to ±68.4-acres of SF6 (Single-family, 6,000 square feet) and ±15.5-acres of MDR14 (Medium Density Residential, 14 dwelling units per acre), on a site approximately ±83.9-acres in size and generally located north of Farm District Road at the intersection of Clearwater Parkway in Fernley, NV (APN: 021-341-18).

SECTION 2: The zoning map of the City of Fernley is hereby amended in accordance with the zoning map amendment herein.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the plan certified herein as provided by law.

SECTION 5: This ordinance shall become effective upon passage, approval, and publication.

SECTION 6: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of public health, safety, welfare and convenience.

SECTION 7: If any subsection, phrase, sentence or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 8: The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL # 318 BEING HEREBY PROPOSED on this 19th day of October 2022.

BILL # 318 BEING HEREBY PASSED, APPROVED and ADOPTED this 2nd day of November 2022, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Roy Edgington, Mayor

Date: _____

Attest By: _____
Kim Swanson, City Clerk

Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 19, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Jacki Moxley, Human Resource Manager

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes:X No:	Yes:X No:	100.413 - 35.20%, 510.810 - 47%, 520.810 - 17.80`%

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible Action to discuss a contract for employment services between the City of Fernley and Patrick Marsh as the City Manager.

AGENDA ITEM BRIEF:

Mr. Marsh, the candidate selected for City Manager, has requested a employment contract.

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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BACKGROUND:

.On Tuesday, 9.13.22, the council confirmed the Mayors appointment of Patirck Marsh as City Manager

RELEVANT LAWS, STATUTES, AND REGULATIONS:

.FMC Title 2

FINANCIAL IMPLICATIONS:

Approved in FY22-23 City Manager Budget

ATTACHMENTS:

None