



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, February 1, 2023 • 5:00 PM

Mayor
Neal E. McIntyre

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

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 but may not reach council members before action is taken. Public comment, whether on action items or public comment, is limited to three (3) minutes per person. Unused time may not be reserved by the speaker, nor allocated to another speaker. The public may comment on any matter that is not specifically included on an agenda as an action item or comment on a specific agenda item. Items not included on the agenda cannot be acted upon other than to place them on a future agenda. Additionally, if you wish you can comment in person at the meeting or use the Raise your Hand feature in Zoom (*9 if you are participating via phone).

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

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

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

1. INTRODUCTORY ITEMS

1.1. 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. (For Possible Action) Approval of Minutes from January 11th & January 18, 2023.

2.3. (Possible Action) Approval of Business Licenses

2.4. (For Possible Action) Approval of the American Rescue Plan Act sub-award agreement between the City of Fernley and Lyon County Human Services to respond to the negative economic impacts of the COVID-19 public health emergency in the amount of \$216,000 for the dates of December 1, 2022 through December 31, 2024.

2.5. (For Possible Action) Approval of the final subdivision map associated with FSM 2019-002 for Friendly 5, Village 1.

2.6. Possible Action to Approve the Will-Serve Request from Norman Ventures NV, LLC (GNCU) for .01 ERCs for Water and .36 ERCs for Sewer for Greater Nevada Credit Union TI for Lyon County Parcel 021-232-67 located on East Newlands Fernley, NV 89408

2.7. Possible action to authorize the execution of the water rights banking and dedication agreement with Steven L. Ball, APN 021-101-12 TCID serial number 1020-2 in the amount of 5.58 acre-feet.

2.8. Possible Action to Approve the Will-Serve Request from Goudy Investments LLC for 4 ERCs for Water and 4 ERCs for Sewer for future development for Lyon County Parcel 021-201-47 located on Nevada Pacific Blvd and Hwy 50 Fernley, NV 89408.

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.

3.2. State of Nevada Legislative update.

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

5.1. Presentation on the City Attorneys Accomplishments and Goals for 2022-2023

6. ORDINANCES

6.1. (For Possible Action) First Reading, Introduction of Bill # 324 and possible action on a ZMA22009 Public Hearing Continuation Request Introduction of Bill # 324 as an ordinance associated with ZMA22009, a zoning map amendment submitted in support of the River Ranch Apartment project, and request to continue the public hearing for ZMA22009 from 02/01/2023 to 02/15/2023 due to delay getting Bill # 324 prepared for the first reading.

7. STAFF REPORTS

7.1. (Possible Action) Approval of the Fourth Amendment to a Contract between the City of Fernley and Hinton Burdick, CPAs & Advisors for Independent Audit Services dated January 1, 2023.

7.2. Discussion and Possible Action to designate Hinton Burdick CPAs & Advisors as the Independent Audit Firm to perform the City' Annual Financial Audit for the Fiscal Year ending June 30, 2023.

8. PUBLIC HEARINGS

8.1. (For Possible Action) Consideration and possible action on a type I vacation (T1VAC22001) to abandon a public right of way known as "Dolores Court" generally located north of Fremont Street, south of US Interstate 80, west of Wildwood Drive, and east of Vine Street (abutting APNs: 021-092-46, 021-092-47, 021-092-54, & 021-092-55) to facilitate the development of Sherwood Villages by request of Phelps Engineering Services.

9. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

9.1. For possible action and consideration requesting a future agenda item to discuss water rates, water bond repayment, future 5-year infrastructure project list and possible rate reduction. (Councilman Hanan)

9.2. For possible action, consideration and discussion requesting a future agenda item to create a noise ordinance for the City of Fernley. (Councilman Hanan)

10. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

11. PUBLIC FORUM

12. ADJOURNMENT

Next Meeting: February 15th @ 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ABSOLUTE HOSE & FITTINGS LLC								
5226	ABSOLUTE HOSE & FITTINGS LLC	39778	cutting edge for snow plow	01/18/2023	526.91		100-475-430 Service-Repair and Maintenance	123
Total 5226:					526.91			
ALHAMBRA								
4688	ALHAMBRA	7661929011923	Shop - Bottled Water Service	01/19/2023	218.83		510-810-614 Supplies-Plant/Shop/Maint	123
Total 4688:					218.83			
ARAMARK								
1895	ARAMARK	5980061069	Shop - WD Pants Service	01/09/2023	48.53		510-810-614 Supplies-Plant/Shop/Maint	123
1895	ARAMARK	5980061090	shirt contract	01/09/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	123
1895	ARAMARK	5980061091	uniforms	01/09/2023	48.30		100-475-616 Supplies-Safety	123
1895	ARAMARK	5980062578	shop mat service	01/12/2023	77.17		520-810-614 Supplies-Plant/Shop/Maint	123
1895	ARAMARK	5980062603	PS Rags and rugs	01/12/2023	105.16		510-840-420 Contract Services	123
1895	ARAMARK	5980062625	mats	01/12/2023	175.52		100-417-420 Contract Services	123
1895	ARAMARK	5980063107	Shop - WD Pants Service	01/16/2023	48.53		510-810-614 Supplies-Plant/Shop/Maint	123
1895	ARAMARK	5980063125	shirt contract	01/16/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	123
1895	ARAMARK	5980063126	uniforms	01/16/2023	48.30		100-475-616 Supplies-Safety	123
1895	ARAMARK	5980065164	shirt contract	01/23/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	123
Total 1895:					682.91			
AT&T								
13	AT&T	28574 JAN 23	131 252-7192 857 4	01/02/2023	160.00	01/25/2023	100-417-530 Communications (Internet,Cell)	123
13	AT&T	74368 JAN 23	775 575-7187 436 8	12/26/2022	1,025.89	01/19/2023	100-417-530 Communications (Internet,Cell)	1222
13	AT&T	81650 JAN 23	775 835-8598 165 0	12/26/2022	3,579.28	01/19/2023	100-417-530 Communications (Internet,Cell)	1222
13	AT&T	85367 JAN 23	775 575-9058 536 7	12/26/2022	1,025.89	01/19/2023	100-417-530 Communications (Internet,Cell)	1222
13	AT&T	96145 JAN 22	131 252-8129 614 5	01/02/2023	230.00	01/25/2023	100-417-530 Communications (Internet,Cell)	123
13	AT&T	98670 JAN 23	775-786-2229 867 0	01/12/2023	2,328.88	01/12/2023	100-417-530 Communications (Internet,Cell)	123
Total 13:					8,349.94			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 JAN23	JAN 23 Long Distance	12/31/2022	891.88		100-417-530 Communications (Internet,Cell)	1222

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 448:					891.88			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	15992/5	Well 9 - Flex Coupling	01/05/2023	8.49		510-810-614 Supplies-Plant/Shop/Maint	123
20	BIG R OF FERNLEY	16009/5	VacCon Hose Clamp	01/09/2023	8.98		520-810-610 Supplies-Automotive	123
20	BIG R OF FERNLEY	16014/5	flex seal aersol brush	01/10/2023	83.86		100-417-600 General Supplies	123
20	BIG R OF FERNLEY	16016/5	gloves and misc.	01/10/2023	104.59		100-475-616 Supplies-Safety	123
20	BIG R OF FERNLEY	16027/5	conduit GVP irrigation wires	01/12/2023	85.76		100-575-600 General Supplies	123
20	BIG R OF FERNLEY	16033/55	conduit and elbos	01/13/2023	66.96		100-575-600 General Supplies	123
20	BIG R OF FERNLEY	16051/5	bolts and nuts	01/17/2023	71.10		100-475-615 Supplies-Signs and Striping	123
20	BIG R OF FERNLEY	16053/5	paint supplies	01/17/2023	95.67		100-417-612 Building Maintenance Supplies	123
20	BIG R OF FERNLEY	16065/5	extension cords and misc.	01/18/2023	130.41		100-475-600 General Supplies	123
20	BIG R OF FERNLEY	16068/5	wall plate	01/18/2023	1.98		100-417-600 General Supplies	123
Total 20:					657.80			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	11223-3	IN HOUSE BILLING ENVELOPES	01/19/2023	882.50		510-810-550 Printing and Postage	123
6970	BOB'S PRINTING AND SIGNAGE	11223-3	IN HOUSE BILLING ENVELOPES	01/19/2023	882.50		520-810-550 Printing and Postage	123
Total 6970:					1,765.00			
BOYS & GIRLS CLUB OF TRUCKEE MEADOWS								
8833	BOYS & GIRLS CLUB OF TRUCKEE MEADOWS	ARPA DEC 22	Boys & Girls Club ARPA Dec 22	12/31/2022	1,880.89		220-480-810 ARPA	1222
Total 8833:					1,880.89			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	7784395	towels and cleaning	01/13/2023	173.32		100-417-612 Building Maintenance Supplies	123
8837	BRADY INDUSTRIES OF NEVADA LLC	7797766	ice melt	01/20/2023	709.52		100-417-614 Supplies-Plant/Shop/Maint	123
Total 8837:					882.84			
CALIFORNIA GENERATOR SERVICE								
5935	CALIFORNIA GENERATOR SERVICE	61054	TMAI Generator Service	01/25/2023	965.00		520-810-430 Service-Repair and Maintenance	123
5935	CALIFORNIA GENERATOR SERVICE	61058	TMAI Semi Annual Generator Inspection	11/17/2022	125.00		520-810-430 Service-Repair and Maintenance	1122
Total 5935:					1,090.00			
CFA INC								
499	CFA INC	25788	Engineering services during construction for Green Valley Par	12/31/2022	380.00		230-575-730 Improve other than Buildings	1222

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 499:					380.00			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	179901010623	0179901 DEC22 355 Cottonwood	01/06/2023	379.20		100-417-530 Communications (Internet,Cell)	123
4479	CHARTER COMMUNICATIONS	179919010623	179919 Jan23 595 Silver Lace	01/06/2023	1,329.20		100-417-530 Communications (Internet,Cell)	123
Total 4479:					1,708.40			
CITY OF FERNLEY								
32	CITY OF FERNLEY	307838 13	WATER CONVEYANCE; PN# 2019-002-1	01/03/2023	84.99	01/12/2023	510-166100 Construction In Progress	123
Total 32:					84.99			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	221001004	11/30/22 Pre-Con CMAR-1	10/31/2022	.00		220-480-810 ARPA	1022
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	221001005	12/31/2022 Pre-Con CMAR-1	12/31/2022	.00		220-480-810 ARPA	1222
Total 8916:					.00			
CORWIN FORD								
8843	CORWIN FORD	3022	2023 Ford F-150, VN# 1FTEX1EB9PKD06520	12/19/2022	33,718.25		100-605-742 Vehicles	1222
Total 8843:					33,718.25			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	119934	CRRC Professional Services DEC 1, 2022 to DEC 31, 2022	12/31/2022	9,841.76		220-480-810 ARPA	1222
8889	CUMMING MANAGEMENT GROUP, INC	119934	Reimbursables NOV 22	12/31/2022	153.76-		220-480-810 ARPA	1222
Total 8889:					9,688.00			
DENISON AUTO INTERIORS								
6158	DENISON AUTO INTERIORS	736489	rebuild seat and console	01/16/2023	650.00		100-475-610 Automotive Supplies	123
Total 6158:					650.00			
FARR WEST ENGINEERING								
6275	FARR WEST ENGINEERING	R0120.2389-2	On call GIS services, tech support with branch version editing	01/06/2023	331.00		100-417-320 PROF SEV-ENGINEERING	123
6275	FARR WEST ENGINEERING	R0120.2389-2	On call GIS services, tech support with branch version editing	01/06/2023	331.00		100-475-320 Prof Serv-Engineering	123
6275	FARR WEST ENGINEERING	R0120.2389-2	On call GIS services, tech support with branch version editing	01/06/2023	331.00		100-575-320 Prof Serv-Engineering	123
6275	FARR WEST ENGINEERING	R0120.2389-2	On call GIS services, tech support with branch version editing	01/06/2023	331.00		510-810-320 Prof Serv-Engineering	123
6275	FARR WEST ENGINEERING	R0120.2389-2	On call GIS services, tech support with branch version editing	01/06/2023	331.00		520-810-320 Prof Serv-Engineering	123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6275:					1,655.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3276811	GASOLINE - PARKS	12/31/2022	269.86		100-575-626 Gasoline	1222
18	FLYERS ENERGY, LLC	CFS-3276811	GASOLINE - VECTOR	12/31/2022	14.84		100-528-626 Gasoline	1222
18	FLYERS ENERGY, LLC	CFS-3276811	GASOLINE - WATER DIST	12/31/2022	874.88		510-810-626 Gasoline	1222
18	FLYERS ENERGY, LLC	CFS-3276811	GASOLINE - SEWER	12/31/2022	1,058.07		520-810-626 Gasoline	1222
18	FLYERS ENERGY, LLC	CFS-3276811	GASOLINE - STREETS	12/31/2022	1,315.06		100-475-626 Gasoline	1222
18	FLYERS ENERGY, LLC	CFS-3276811	GASOLINE - ANIMAL CONTROL	12/31/2022	334.85		100-525-626 Gasoline	1222
18	FLYERS ENERGY, LLC	CFS-3276811	GASOLINE - CDD BUILDING	12/31/2022	122.88		100-605-626 Gasoline	1222
18	FLYERS ENERGY, LLC	CFS-3276811	GASOLINE - FACILITIES	12/31/2022	147.94		100-417-626 Gasoline	1222
18	FLYERS ENERGY, LLC	CFS-3276811	GASOLINE - FLEET	12/31/2022	203.46		100-480-626 GASOLINE	1222
Total 18:					4,341.84			
GRAINGER								
252	GRAINGER	9573764975	PS parts	01/16/2023	3.70		510-840-430 Service-Repair and Maintenance	123
252	GRAINGER	9577934889	Office supplies	01/18/2023	441.85		510-840-601 Office Supplies	123
Total 252:					445.55			
HARRIS INDUSTRIAL GASES								
8630	HARRIS INDUSTRIAL GASES	8838-1899715	welding supplies for fleet	01/24/2023	351.94		100-480-610 AUTOMOTIVE SUPPLIES	123
Total 8630:					351.94			
HIGH SIERRA ELEVATOR INSPECTIONS								
8826	HIGH SIERRA ELEVATOR INSPECTIONS	14221	elevator service	12/31/2022	100.00		100-417-420 Contract Services	1222
Total 8826:					100.00			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-019	3721P GROUP HEALTH INSURANCE	01/01/2023	74,967.42	01/12/2023	100-217000 HEALTH INSURANCE PAYABLE	123
Total 4842:					74,967.42			
IBEW Local 1245								
83	IBEW Local 1245	JAN 2023-1	UNION DUES, ONE HALF OF MONTH	01/13/2023	803.78	01/13/2023	100-219900 OTHER PAYROLL PAYABLES	123
Total 83:					803.78			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	JAN 2023-1	FICA TAX PAYABLE, PAYROLL	01/13/2023	209.98	01/13/2023	100-211000 FICA PAYABLE	123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7879	INTERNAL REVENUE SERVICE	JAN 2023-1	MED TAX PAYABLE, PAYROLL	01/13/2023	5,339.62	01/13/2023	100-211000 FICA PAYABLE	123
7879	INTERNAL REVENUE SERVICE	JAN 2023-1	W/HOLD TAX PAYABLE, PAYROLL	01/13/2023	18,228.67	01/13/2023	100-212000 FEDERAL WITHHOLDING PAYAB	123
7879	INTERNAL REVENUE SERVICE	JAN 2023-1S	FICA TAX PAYABLE, PAYROLL	01/18/2023	9,610.00	01/18/2023	100-211000 FICA PAYABLE	123
7879	INTERNAL REVENUE SERVICE	JAN 2023-1S	MED TAX PAYABLE, PAYROLL	01/18/2023	2,247.50	01/18/2023	100-211000 FICA PAYABLE	123
7879	INTERNAL REVENUE SERVICE	JAN 2023-1S	W/HOLD TAX PAYABLE, PAYROLL	01/18/2023	17,050.00	01/18/2023	100-212000 FEDERAL WITHHOLDING PAYAB	123
Total 7879:					52,685.77			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1001625622	Pamphlets for High School Presentation	01/19/2023	40.00		100-605-640 Books and Periodicals	123
Total 617:					40.00			
JORDAN'S TRUCK & TRAILER EQUIP, INC								
318	JORDAN'S TRUCK & TRAILER EQUIP, INC	225485	Blade guides for snow plows	01/18/2023	216.00		100-475-600 General Supplies	123
Total 318:					216.00			
KING CONSTRUCTION, INC.								
243	KING CONSTRUCTION, INC.	EN2022-047	RELEASE BOND; 572 COUNTRY HOLLOW DR	12/29/2022	500.00	01/12/2023	100-228300 Customer Deposits/Bonds - Dev	1222
Total 243:					500.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	0023034	Well 9A - Transducer Hardware	01/11/2023	28.26		510-810-614 Supplies-Plant/Shop/Maint	123
7650	LOWES CREDIT SERVICES	023583	Well 9 - Transducer Hardware	01/05/2023	18.36		510-810-614 Supplies-Plant/Shop/Maint	123
7650	LOWES CREDIT SERVICES	02359	Conuit GVP for irrigation wires	01/12/2023	278.50		100-575-600 General Supplies	123
7650	LOWES CREDIT SERVICES	10291	Chainsaw	01/10/2023	353.37		510-840-605 Minor Equipment	123
7650	LOWES CREDIT SERVICES	10292	Impact wrench	01/10/2023	350.61		510-840-605 Minor Equipment	123
7650	LOWES CREDIT SERVICES	16154	cleaning supplies	01/13/2023	76.29		100-417-612 Building Maintenance Supplies	123
7650	LOWES CREDIT SERVICES	16414	Mulch for Farm District Scent Control Bed	01/23/2023	122.46		520-810-430 Service-Repair and Maintenance	123
7650	LOWES CREDIT SERVICES	2380	cleaning supplies shop and misc.	01/12/2023	255.83		100-475-614 Supplies-Plant/Shop/Maint	123
7650	LOWES CREDIT SERVICES	2383	coupler and elbow	01/12/2023	11.10		100-575-600 General Supplies	123
7650	LOWES CREDIT SERVICES	23906	Paint Supplies - Well 4	01/09/2023	197.47		510-810-614 Supplies-Plant/Shop/Maint	123
7650	LOWES CREDIT SERVICES	23912	Well 9 - Tarp & Hardware	01/09/2023	63.08		510-810-614 Supplies-Plant/Shop/Maint	123
7650	LOWES CREDIT SERVICES	2392	misc. graffiti remover	01/20/2023	171.69		100-475-600 General Supplies	123
Total 7650:					1,927.02			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	19964	PS Solids Hauling	01/13/2023	3,676.14		510-840-426 Contract Svc-Residuals Dispose	123
8509	MARSHALL'S SEPTIC CARE	19965	PS Solids Hauling	01/04/2023	1,842.75		510-840-426 Contract Svc-Residuals Dispose	123
8509	MARSHALL'S SEPTIC CARE	19966	PS Solids Hauling	01/05/2023	7,334.34		510-840-426 Contract Svc-Residuals Dispose	123
8509	MARSHALL'S SEPTIC CARE	19967	PS Solids Hauling	01/12/2023	6,781.32		510-840-426 Contract Svc-Residuals Dispose	123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8509	MARSHALL'S SEPTIC CARE	19968	PS Solids Hauling	01/13/2023	9,148.23		510-840-426 Contract Svc-Residuals Dispose	123
Total 8509:					28,782.78			
MCDONALD CARANO								
322	MCDONALD CARANO	12457899	Hicks CTAX	12/31/2022	250.00		100-414-310 Prof Serv-Legal	1222
322	MCDONALD CARANO	12457962	NNCH and land use	12/31/2022	6,782.21		100-414-310 Prof Serv-Legal	1222
Total 322:					7,032.21			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	JAN 2023	5952725 GROUP DENTAL INSURANCE	01/01/2023	9,985.17	01/12/2023	100-217100 Dental Insurance Payable MetL	123
Total 5387:					9,985.17			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-024	RELEASE BOND; 405 DOG LEG	12/29/2022	1,940.00	01/12/2023	100-228300 Customer Deposits/Bonds - Dev	1222
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-024	REFUND OF PERMIT & CUT FEE 405 DOG LEG	12/29/2022	497.00	01/12/2023	100-320-220 Engineering/Civil Fees	1222
Total 1111:					2,437.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	77618176	Electrical fuses for Hwy 50 Lift	01/18/2023	362.70		520-810-430 Service-Repair and Maintenance	123
Total 115:					362.70			
NAPA AUTO & TRUCK PARTS								
58	NAPAAUTO & TRUCK PARTS	384943	Nitrile Gloves	01/12/2023	28.98		520-810-616 Supplies-Safety	123
58	NAPAAUTO & TRUCK PARTS	385150	Magnate	01/17/2023	7.79		510-840-614 Plant/Shop/Maint. Supplies	123
58	NAPAAUTO & TRUCK PARTS	385290	gauge	01/19/2023	61.98		100-475-610 Automotive Supplies	123
Total 58:					98.75			
NEVADA EMPLOYMENT SECURITY DIV								
300	NEVADA EMPLOYMENT SECURITY DIV	4TH QTR 22	UNEMPLOYMENT CONTRIBUTIONS	12/31/2022	3,273.53	01/17/2023	100-218900 UNEMPLOYMENT PAYABLE	1222
Total 300:					3,273.53			
NEVADA STATE TREASURER								
127	NEVADA STATE TREASURER	4TH QTR 22	CHILD SUPPORT WITHHOLDING FEES	12/31/2022	12.00	01/12/2023	100-219900 OTHER PAYROLL PAYABLES	1222
Total 127:					12.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NOBO; NV ORG OF BUILDING OFFICIALS								
8535	NOBO; NV ORG OF BUILDING OFFICIALS	90	Yearly membership dues for NOBO	01/12/2023	150.00		100-605-581 Dues and Memberships	123
Total 8535:					150.00			
NORTHERN NEVADA INTERNATIONAL CENTER								
8844	NORTHERN NEVADA INTERNATIONAL CENTER	6667	Russian Interpreter - Veacheslav Bevziuc 21TR02203	01/04/2023	300.00		100-425-330 PROF SERV-INTERPRETER	123
Total 8844:					300.00			
NORTHWEST AUTOMOTIVE PRODUCT SALES								
8701	NORTHWEST AUTOMOTIVE PRODUCT SALES	14642	fleet supplies	01/10/2023	129.50		100-480-610 AUTOMOTIVE SUPPLIES	123
Total 8701:					129.50			
OFFICE DEPOT								
133	OFFICE DEPOT	281732674001	OFFICE SUPPLIES	01/11/2023	310.22		510-810-601 Office Supplies	123
133	OFFICE DEPOT	281732674001	OFFICE SUPPLIES	01/11/2023	310.22		520-810-601 Office Supplies	123
133	OFFICE DEPOT	282289404001	OFFICE SUPPLIES	01/11/2023	4.64		510-810-601 Office Supplies	123
133	OFFICE DEPOT	282289404001	OFFICE SUPPLIES	01/11/2023	4.63		520-810-601 Office Supplies	123
133	OFFICE DEPOT	282523041001	Public Terminal Mouse	01/10/2023	21.49		100-425-600 General Supplies	123
133	OFFICE DEPOT	282534924001	Public Terminal Monitor Arm	01/11/2023	66.39		100-425-600 General Supplies	123
133	OFFICE DEPOT	282534978001	Judges 2023 Wall Calendar	01/11/2023	30.36		100-425-600 General Supplies	123
133	OFFICE DEPOT	284463716001	Folders	01/09/2023	122.34		100-413-600 General Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.59		100-575-600 General Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.57		100-413-600 General Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.57		100-415-600 General Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.57		100-418-600 General Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.56		100-605-600 General Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.56		100-610-600 General Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.56		100-525-600 General Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.56		100-414-600 General Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.56		100-416-600 General Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.56		100-475-600 General Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.56		520-810-601 Office Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.56		510-840-601 Office Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.56		510-810-601 Office Supplies	123
133	OFFICE DEPOT	284907234001	CITY WIDE PAPER	01/06/2023	33.56		100-529-600 General Supplies	123
133	OFFICE DEPOT	285264364001	File Folders	01/11/2023	73.98		100-605-601 Office Supplies	123
Total 133:					1,414.17			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-228894	steering wheel for 1006	01/11/2023	265.07		510-810-610 Automotive Supplies	123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 6230:					265.07				
PACIFIC STORAGE COMPANY									
8876	PACIFIC STORAGE COMPANY	5141525	Shredding Bin	01/10/2023	16.50		100-425-322	Prof Serv-Other	123
Total 8876:					16.50				
PUBLIC AGENCY COMPENSATION TRU									
145	PUBLIC AGENCY COMPENSATION TRU	2ND QTR 22-23	WORKERS COMP 2ND QTR 22/23	12/31/2022	31,872.50	01/20/2023	100-219000	WORKERS COMPENSATION PA	1222
Total 145:					31,872.50				
PUBLIC EMPLOYEES BENEFITS PROG									
143	PUBLIC EMPLOYEES BENEFITS PROG	JAN 2023	Retiree Group Insurance	01/25/2023	223.42		100-415-240	Group Insurance	123
143	PUBLIC EMPLOYEES BENEFITS PROG	JAN 2023	Retiree Group Insurance	01/25/2023	261.08		520-810-240	Group Insurance	123
143	PUBLIC EMPLOYEES BENEFITS PROG	JAN 2023	Retiree Group Insurance	01/25/2023	1.08		510-810-240	Group Insurance	123
143	PUBLIC EMPLOYEES BENEFITS PROG	JAN 2023	Retiree Group Insurance	01/25/2023	94.16		100-605-240	Group Insurance	123
Total 143:					579.74				
PUBLIC EMPLOYEES RETIREMENT SYSTEM									
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	DEC 2022	#621 RETIREMENT CONTRIBUTIONS	12/31/2022	168,528.97	01/12/2023	100-216000	RETIREMENT PAYABLE	1222
Total 144:					168,528.97				
PURCELL TIRE CO									
38	PURCELL TIRE CO	26151680	four retread tires and installation for blade.	01/18/2023	5,616.31		100-475-610	Automotive Supplies	123
Total 38:					5,616.31				
PURCHASE POWER									
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - WATER	01/03/2023	228.10	01/30/2023	510-810-550	Printing and Postage	123
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - PLANNING	01/03/2023	54.72	01/30/2023	100-610-550	Printing and Postage	123
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - BUILDING	01/03/2023	15.09	01/30/2023	100-605-550	Printing and Postage	123
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - COURT	01/03/2023	294.40	01/30/2023	100-425-550	Printing and Postage	123
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - CITY MGR	01/03/2023	12.23	01/30/2023	100-413-550	Printing and Postage	123
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - CLERK	01/03/2023	1,192.82	01/30/2023	100-416-550	Printing and Postage	123
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - FINANCE	01/03/2023	210.26	01/30/2023	100-415-550	Printing and Postage	123
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - PARKS	01/03/2023	1.91	01/30/2023	100-525-550	Printing and Postage	123
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - ANIMAL CONTROL	01/03/2023	19.72	01/30/2023	100-525-550	Printing and Postage	123
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - MAYOR	01/03/2023	.61	01/30/2023	100-412-550	Printing and Postage	123
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - CITY ATTORNEY	01/03/2023	34.95	01/30/2023	100-414-550	Printing and Postage	123
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - SEWER	01/03/2023	1.81	01/30/2023	520-810-550	Printing and Postage	123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
3155	PURCHASE POWER	69812 JAN 23	POSTAGE - STREETS	01/03/2023	134.76	01/30/2023	100-475-550 Printing and Postage	123
Total 3155:					2,201.38			
QUADIENT LEASING USA, INC.								
8737	QUADIENT LEASING USA, INC.	N9739817	IN HOUSE BILLING LEASE	01/01/2023	2,805.96		510-810-441 Rental	123
8737	QUADIENT LEASING USA, INC.	N9739817	IN HOUSE BILLING LEASE	01/01/2023	2,805.96		520-810-441 Rental	123
Total 8737:					5,611.92			
RELIANT ELECTRIC, LLC								
4934	RELIANT ELECTRIC, LLC	22375-1	wiring pump on to the cable	12/20/2022	660.00		510-810-428 Contract Services-ELECTRICAL	1222
Total 4934:					660.00			
RENOWN HEALTH								
190	RENOWN HEALTH	1467859	MRN 0918836 DOT Physical	01/09/2023	120.00		510-810-322 Prof Serv-Other	123
Total 190:					120.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	23-0023	City of Fernley's water right accounting database	01/19/2023	7,892.50		510-810-698 Water Rights Protection	123
8602	RESOURCE CONCEPTS	23-0024	Water Right Services from November 30 through December 3	01/19/2023	3,603.75		510-810-698 Water Rights Protection	123
Total 8602:					11,496.25			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	184264	Engineering services during construction of farm district road I	12/31/2022	1,925.00		520-166100 Construction In Progress	1222
1897	SHAW ENGINEERING	184275	Engineering services for west lift station upgrade	12/31/2022	2,671.80		520-166100 Construction In Progress	1222
1897	SHAW ENGINEERING	184328	On call engineering review of Mark IV well 9 replacement stud	12/31/2022	802.50		100-529-320 Prof Serv-Engineering	1222
1897	SHAW ENGINEERING	184329	on call enigneering review service Miller Lane BLA22004	12/31/2022	200.00		100-529-320 Prof Serv-Engineering	1222
1897	SHAW ENGINEERING	184330	On call water and sewer modeling 535 Fremont Street discov	12/31/2022	1,120.00		100-529-320 Prof Serv-Engineering	1222
1897	SHAW ENGINEERING	184331	On call engineering review services AR22008	12/31/2022	1,100.00		100-529-320 Prof Serv-Engineering	1222
1897	SHAW ENGINEERING	184332	On call engineering review services TPM 22005	12/31/2022	1,600.00		100-529-320 Prof Serv-Engineering	1222
Total 1897:					9,419.30			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN291886	PS Lab Samples	10/26/2022	190.00		510-810-423 Contract Services-ANALYTICAL	1022
7856	SILVER STATE ANALYTICAL LABORATORIES	RN295069	January Coliform Sampling #1	01/11/2023	260.00		510-810-423 Contract Services-ANALYTICAL	123
7856	SILVER STATE ANALYTICAL LABORATORIES	RN295070	1st Qtr - Raw Conveyance System Coliform Sampling	01/11/2023	60.00		510-810-423 Contract Services-ANALYTICAL	123
7856	SILVER STATE ANALYTICAL LABORATORIES	RN295190	Quarterly Well Sampling - Hardness & TDS	01/17/2023	456.00		510-810-423 Contract Services-ANALYTICAL	123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 7856:					966.00			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	R201013590:01	bench test vactor ECU	01/11/2023	250.00		100-475-430 Service-Repair and Maintenance	123
265	SILVER STATE INTERNATIONAL TRUCKS	X201099013:01	sensor for vactor	01/12/2023	597.49		100-475-430 Service-Repair and Maintenance	123
Total 265:					847.49			
SINNETT CONSULTING SERVICES								
1286	SINNETT CONSULTING SERVICES	23942	2023 COMPANY RANDOM COMPLIANCE PROG	01/01/2023	175.00	01/12/2023	100-413-322 Prof Serv-Other	123
1286	SINNETT CONSULTING SERVICES	23943	2023 DOT COMPLIANCE PROG	01/01/2023	300.00	01/12/2023	100-413-322 Prof Serv-Other	123
Total 1286:					475.00			
SLWS								
8891	SLWS	84800	5.56MM Marshal Ammunition	10/31/2022	344.95		100-425-600 General Supplies	1022
8891	SLWS	86586	357 Sig Marshal Ammunition	01/05/2023	464.93		100-425-600 General Supplies	123
Total 8891:					809.88			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JAN 2023-1	CHILD SUPPORT	01/13/2023	319.85	01/12/2023	100-219900 OTHER PAYROLL PAYABLES	123
Total 176:					319.85			
SUNRISE ENVIRONMENTAL SCIENTIFIC								
230	SUNRISE ENVIRONMENTAL SCIENTIFIC	136178	Farm District Scent Control	01/20/2023	2,451.25		520-810-617 Supplies-Chemical	123
Total 230:					2,451.25			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2023400109726	WWTP Chlorine Delivery	01/05/2023	5,613.63		520-810-617 Supplies-Chemical	123
Total 8646:					5,613.63			
USA BLUEBOOK								
464	USA BLUEBOOK	234491	CL2 Reagent & Work Gloves	01/13/2023	486.14		510-810-614 Supplies-Plant/Shop/Maint	123
464	USA BLUEBOOK	239584	Lab supplies	01/18/2023	391.15		510-840-430 Service-Repair and Maintenance	123
Total 464:					877.29			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9924194683	City Hall/ Facilities	01/24/2023	661.39		100-417-530 Communications (Internet,Cell)	123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8495	VERIZON WIRELESS	9924194683	IT	01/24/2023	51.46		100-418-530 Communications (Internet,Cell)	123
8495	VERIZON WIRELESS	9924194683	Water Dist	01/24/2023	222.54		510-810-530 Communications	123
8495	VERIZON WIRELESS	9924194683	WTP	01/24/2023	473.08		510-840-530 Communications	123
8495	VERIZON WIRELESS	9924194683	Waste Water	01/24/2023	347.34		520-810-530 Communications	123
8495	VERIZON WIRELESS	9924194683	Waste Water Router	01/24/2023	91.47		520-810-530 Communications	123
8495	VERIZON WIRELESS	9924194683	Building & Safety	01/24/2023	279.93		100-417-530 Communications (Internet,Cell)	123
8495	VERIZON WIRELESS	9924194683	Council	01/24/2023	165.78		100-412-530 Communications (Internet,Cell)	123
8495	VERIZON WIRELESS	9924194683	CAO	01/24/2023	140.03		100-414-530 Communications (Internet,Cell)	123
8495	VERIZON WIRELESS	9924194683	CMO	01/24/2023	19.95-		100-413-530 Communications (Internet,Cell)	123
8495	VERIZON WIRELESS	9924288332	ACT 52267 775-294-1059 Fernley Router	01/01/2023	40.01		520-810-530 Communications	123
Total 8495:					2,453.08			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2142	Win911 Alarm System	12/31/2022	1,710.00		510-840-430 Service-Repair and Maintenance	1222
8606	VERUS ASSOCIATES NEVADA, LLC	2143	WD SCADA Alarm Upgrade	12/31/2022	870.00		510-840-429 Contract Services-SCADA	1222
Total 8606:					2,580.00			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	JAN 2023-1	DEFERRED COMPENSATION, 457	01/13/2023	3,764.00	01/13/2023	100-215000 457 PAYABLE	123
8591	VOYA FINANCIAL	JAN 2023-1	ROTH IRA	01/13/2023	150.00	01/13/2023	100-215000 457 PAYABLE	123
Total 8591:					3,914.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 DEC 22	6-82646-25001	01/03/2023	1,046.76		100-417-412 Utility Services-Refuse	123
447	WASTE MANAGEMENT	33001 JAN 23	11-60772-33001	01/05/2023	103.14		100-417-412 Utility Services-Refuse	123
447	WASTE MANAGEMENT	33005 JAN 23	11-60745-33005	01/05/2023	14.39		510-840-412 Utility Service-Refuse	123
447	WASTE MANAGEMENT	33009 JAN 23	11-60774-33009	01/05/2023	84.39		510-810-412 Utility Service-Refuse	123
447	WASTE MANAGEMENT	43003 JAN 23	11-60760-43003	01/05/2023	42.20		520-810-412 Utility Service-Refuse	123
Total 447:					1,290.88			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19572954-1	Binstock: Repair Clamps	01/09/2023	220.64		510-810-613 Supplies-Meter Service	123
195	WESTERN NEVADA SUPPLY CO.	19589427	Sensus IPERL Water Meters	01/09/2023	4,461.60		510-166100 Construction In Progress	123
195	WESTERN NEVADA SUPPLY CO.	19589428	Binstock: Resetters & Brass Fittings	01/09/2023	705.59		510-810-613 Supplies-Meter Service	123
195	WESTERN NEVADA SUPPLY CO.	19589746-1	PS Bin Stock	01/13/2023	8.12		510-840-430 Service-Repair and Maintenance	123
Total 195:					5,395.95			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	23010070	WWTP Monitoring Well Samples	01/22/2023	164.64		520-810-423 Contract Services-ANALYTICAL	123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8709:					164.64			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	165760	DEC 22 Federal lands Conveyance	12/31/2022	2,340.00		100-413-322 Prof Serv-Other	1222
Total 2454:					2,340.00			
Grand Totals:					522,075.65			

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
JANUARY 18, 2023**

Mayor McIntyre called the meeting to order at 5:02 pm.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor McIntyre, Councilwoman McKay, Councilman Hanan, Councilwoman Zoberski, Councilman Lau, Councilman Torres, City Clerk Kim Swanson, City Engineer Derek Starkey, Building Official Charity Birkel, City Treasurer Denise Lewis, Public Works Director Dave Whalen, City Attorney Brandi Jensen, Deputy City Manager Lydia Altick, Assistant to the City Manager Trisha Conner, and Administrative Specialist Bailie Scott.

1.2. Public Forum

Mayor McIntyre opened up public forum.

Noel Bonderson, Fernley resident, asked City Council to please consider contacting Waste Management and asking them to include curbside recycling in their services.

Tammy Dittman, Fernley resident, reported the Wild Horse Advocates are looking for help with diversionary feedings.

1.3. (For Possible Action) Approval of Agenda

Motion: MOVE TO APPROVE THE AGENDA, **Action:** Approve, **Moved by:** Councilman Hanan, **Seconded by:** Councilman Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

2. CONSENT AGENDA

Motion: MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approve, **Moved by:** Councilman Lau, **Seconded by:** Councilwoman Zoberski. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

2.1. (Possible Action) Approval of the Voucher Report

2.2. (For Possible Action) Approval of Minutes

2.3. (Possible Action) Approval of Business Licenses

2.4. For Possible Action to approve the American Rescue Plan Act subrecipient Agreement between the City of Fernley and the Boys & Girls Club of Truckee Meadows for the funding of the Fernley Teen Center operational costs, materials and supplies, personnel in the amount not-to-exceed \$147,008.

2.5. (Possible Action) to approve the liquor license for SHIV NIT INC.

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

Sheriff Brad Pope stated the restructure of Lyon County Sheriff's Office is complete. Fernley deputies are no longer responsible for responding to Silver Springs. The jail is fully staffed and has 24/7 supervisor coverage. He commented that the Sheriff's department is committed to Fernley and the northern areas of the county.

Mayor McIntyre commented that he looks forward to working with Sheriff Pope.

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

Councilman Hanan stated that he would like to wish everyone a happy new year. He thanked the mayor for his hard work and commented that he has been at the City every day. He thanked staff for the continued support and for answering all of his questions.

Councilwoman Zoberski thanked the Public Works department and Public Works Director Dave Whalen for their hard work. She stated that there was a big leak on Martin Luther King Day. The Public Works Staff had it completely under control and did a good job.

Councilman Lau congratulated the high school wrestling team for taking 6th place at the tournament in Elko.

Mayor McIntyre stated that the city had 2 water breaks in the same night. Public Works got the situation handled with all hands on deck. He thanked Public Works Director Dave Whalen for a good job. He commented that the high school girls and boys basketball teams have been playing phenomenal ball and congratulated them on their win against Elko and Lowry.

4. PROCLAMATIONS BY THE MAYOR

Mayor McIntyre presented a proclamation to Evalyn Dennison for turning 101 years old today. Mayor McIntyre offered his congratulations and well wishes to Evalyn.

5. STAFF REPORTS

5.1. Possible Action to reallocate a portion of the \$8,000,000 identified for Wastewater Infrastructure as part of the City's Coronavirus State and Local Fiscal Recovery Fund (SLFRF), established under the American Rescue Plan Act (ARPA) spending plan (Plan), to fund Water Improvements included in the Cottonwood LN Reconstruction Project (Project), in an amount not to exceed \$1,438,750.

City Engineer Derek Starkey proposed using ARPA funds on water improvements for the Cottonwood Lane reconstruction project. \$8M was committed to funding for wastewater infrastructure and \$12M for the Community Response and Resource Center. ARPA funding must be used for water, sewer and infrastructure. All ARPA funds need to be committed by Dec 2024 and used by Dec 2026.

Motion: MOVE TO APPROVE REALLOCATING A PORTION OF THE \$8M IDENTIFIED FOR

WASTEWATER INFRASTRUCTURE AS PART OF THE CITY'S CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF), ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA) SPENDING PLAN (PLAN), TO FUND WATER IMPROVEMENTS INCLUDED IN THE COTTONWOOD LN RECONSTRUCTION PROJECT (PROJECT), IN AN AMOUNT NOT TO EXCEED \$1,438,750. **Action:** Approve, **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Torres. **Vote:** Passed, **Summary:** Yes 5 **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

Councilwoman Zoberski commented that she thinks it would be good to have a cushion considering how high bids are starting to come in.

5.2. Possible action to approve the reclassification of Associate Planner to Senior Planner.

Deputy City Manager Altick stated that she would like to thank the Mayor for stepping up as acting City Manager. The City is requesting approval from City Council to reclassify the Associate Planner position to Senior Planner.

Motion: MOVE TO APPROVE THE MODIFICATION OF THE ORGANIZATIONAL CHART, MOVE TO APPROVE THE BUDGET MODIFICATION TO DISSOLVE THE ASSOCIATE PLANNER POSITION AND ENACT THE SENIOR PLANNER POSITION, MOVE TO APPROVE THE SENIOR PLANNER JOB DESCRIPTION, MOVE TO APPROVE THE RECLASSIFICATION OF THE ASSOCIATE PLANNER TO SENIOR PLANNER, AND MOVE TO APPROVE STAFF TO WORK THROUGH FINAL DETAILS AND FINALIZE THE POSITION WITH THE UNION. **Action:** Approve, **Moved by:** Councilman Torres, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 5, **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

6. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

6.1. Possible action to request a future agenda item which would increase the boundary notification requirement for developments. (Councilwoman McKay)

Councilwoman McKay stated that she has not received notifications for two developments on both sides of her property. She stated that she would not have known about them if she was not on the City Council.

Motion: MOVE TO BRING BACK AN AGENDA ITEM INCREASING THE BOUNDARY NOTIFICATION REQUIREMENT FOR DEVELOPMENTS. **Action:** Approve, **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Torres. **Vote:** Passed, **Summary:** Yes 5, **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

7. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Hanan requested a future agenda item to research and discuss the water rates, the water bond repayment, the future 5 year infrastructure project list, and possible water rate reduction that was removed from the last meeting.

Councilman Hanan requested a future agenda item for discussion on the creation of a noise ordinance.

8. PUBLIC FORUM

There were none.

9. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 05:48 pm.

Approved by the Fernley City Council on February 1 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
JANUARY 11, 2023**

Mayor McIntyre called the meeting to order at 01:00 PM at Fernley City Hall, 595 Silver Lave Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor McIntyre, Councilman Torres, Councilwoman Zoberski, Councilman Lau, Councilwoman McKay, Councilman Hanan, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Attorney Brandi Jensen, Deputy City Attorney Aaron Mouritsen

1.2. Public Forum

There was none.

1.3. (For Possible Action) Approval of Agenda

Motion: MOVE TO APPROVE THE AGENDA WITH ITEM 2.2 REMOVED.

Action: Approved, **Moved by** Councilman Ryan Hanan, **Seconded by** Councilman Stan Lau.

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

2. STAFF REPORTS

2.1. Discussion and possible action to approve the resignation and severance agreement for Patrick Marsh.

Motion: MOVE TO APPROVE THE RESIGNATION AND SEVERANCE AGREEMENT FOR PATRICK MARSH. **Action:** Approved, **Moved by** Councilman Albert Torres, **Seconded by** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

2.2. Discussion and possible action pursuant to NRS 241.033 to consider character, competence and conduct related to appeal of Patrick Marsh.

This item was removed from the agenda

3. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None

4. PUBLIC FORUM

Dana Uhlhorn, Fernley resident, requested City Council make a public statement in regards to the dismissal of Patrick Marsh.

Edrie LaVoie, Fernley resident, agreed with Dana Uhlhorn stating the City needs to make a public statement in regards to Patrick Marsh and come together.

Patrick Marsh, Fernley resident, thanked council for allowing him to take the leadership role as City Manager and accepting his resignation and approval of severance. Mr. Marsh thanked the community and the people of Fernley.

5. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 1:14 pm.

Approved by the Fernley February 1, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Orignation date = 1/12/2023-01/25/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Christin Rhodes	Christin Rhodes	795 E. Main St.	Fernley	NV	89408	775-461-6617	Real Estate	Real Estate Sales
Little Moon Creations	Virginia Brown	732 C St.	Fernley	NV	89408	775-217-6714	Hobby/Crafter, Sewing, J	Native American beaded jewelr
David A. Knutson	David A. Knutson	204 Rosecrest Dr.	Fernley	NV	89408	775-432-5150	Handyman	Cleaning and Handyman Servi
Nor Nev Janitorial	Jharrett Naemo	531 Darren Way	Fernley	NV	89408	775-842-0226	Cleaning Services	Janitorial Services
Derrick Capps	Derrick Capps	175 E Cedar St	Fernley	NV	89408	775-575-5204	Engineering Services	Electronic systems engineer, q
The Tungland Company, LLC	COO, Brett Cohen	1535 Old Hot Springs Rd, Sui	Carson City	NV	89706	775-461-3200	In Home Personal Care	Service provider for peope with
Gigawatt Operations Inc.	Frank Rieger & Steve	131 E. Pueblo Street	Reno	NV	89502	702-586-9800	Contractor	Solar Sales & Installation Contr
Grand Totals:								7

Report Criteria:

License.Status = "Active"

Business.Orignation date = 1/12/2023-01/25/2023



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Trisha Conner, Assistant to the City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

ARPA Funds 220-480-810

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

(For Possible Action) Approval of the American Rescue Plan Act sub-award agreement between the City of Fernley and Lyon County Human Services to respond to the negative economic impacts of the COVID-19 public health emergency in the amount of \$216,000 for the dates of December 1, 2022 through December 31, 2024.

AGENDA ITEM BRIEF:

Staff is presenting the proposal from Lyon County Human Services to enter into an American Rescue Plan Act sub-award agreement between the City of Fernley and Lyon County Human Services to respond to the negative economic impacts of the COVID-19 public health emergency in the amount of \$216,000 for the dates of December 1, 2022 through December 31, 2024. Lyon County Human Services will aid the citizens of Fernley experiencing financial hardship with their eligible utility, childcare assistance, and costs of behavioral health for eligible individuals as defined by the US Treasury Final Ruling.

RECOMMENDED MOTION:

"I move to approve the ARPA subaward agreement between the City of Fernley and Lyon County in the amount of \$216,000 to respond to the negative economic impacts of the COVID-19 public health emergency between the dates of December 1, 2022 through December 31, 2024."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council may make amendments to the amount or decide not to approve the sub-award agreement.

BACKGROUND:

City Council approved the ARPA Spending Plan on August 4, 2021. The plan set aside \$8 million for Wastewater Infrastructure and \$12 million for the Community Response & Resource Center; leaving \$972,821.50 for other eligible needs and requests to be determined and presented to Council prior to expenditure. See the table below for the balance of ARPA funding.

Project	Description	Amount
Wastewater Infrastructure	To complete capital projects established in the Capital Improvement Plan for wastewater.	\$8,000,000.00
Community Response and Resource Center	Development of the Community Response and Resource Center	\$12,000,000.00
Western Nevada Development District	Broadband mapping project	\$2,850.00
Living Faith Food Pantry	Food pantry operational support	\$6,363.57
Boys & Girls Club Teen Center	Addresses educational disparities and promotes healthy childhood environments	\$151,323.00
Lyon County Human Services	Provide rent/mortgage, utility assistance, etc. to disproportionately impacted households.	\$62,280.00
Boys & Girls Club Teen Center	Address educational disparities and promote health childhood environments	\$147,008.00
<i>Proposing - Lyon County Human Services</i>	<i>Provide rent/mortgage, utility assistance to disproportionately impacted households.</i>	<i>\$216,000.00</i>
To be determined	Other eligible needs and requests will be presented to Council prior to expenditure	\$386,996.93
TOTAL		\$20,972,821.50

The American Rescue Plan Act of 2021 (ARPA) established the Coronavirus State and Local Fiscal Recovery Funds under sections 602 and 603 of the Social Security Act to help states and localities address the economic and health consequences of the COVID-19 pandemic. The Coronavirus Local Fiscal Recovery Funds provides for payments to non-entitlement units of local government (NEUs), which are local governments typically serving a population under 50,000.

The Secretary of the Treasury issued the Interim Final Rule to implement the Coronavirus State Fiscal Recovery

Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act, which states Congress provided State, local, and Tribal governments with significant resources to respond to the COVID-19 public health emergency and its economic impacts through four categories:

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- To make necessary investments in water, sewer, and broadband infrastructure.

It further states that recipients should assess the connection between negative economic harm and the COVID-19 public health emergency, the nature and extent of that harm, and how the use of this funding would address such harm.

Federal guidance provides eligible uses for responding to the negative economic impacts resulting from the pandemic. The City of Fernley and Lyon County Human Services have identified the following areas for consideration:

Assistance to Households: Assistance to households or populations facing negative economic impacts due to COVID-19 is an eligible use. This includes food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker's occupation or level of training.

Promoting Healthy Childhood Environments: Children's economic and family circumstances have a long term impact on their future economic outcomes. Increases in economic hardship, material insecurity, and parental stress and behavioral health challenges all raise the risk of long-term harms to today's children due to the pandemic.

Behavioral Health Care: New or enhanced State, local, and Tribal government services may be needed to meet behavioral health needs exacerbated by the pandemic and respond to other public health impacts. These services include mental health treatment, substance misuse treatment, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.

Lyon County Human Services Proposal

Staff would like to present the Lyon County Human Services proposal for \$216,000 to respond to the negative economic impacts of the COVID-19 public health emergency by providing rent/mortgage assistance, and utility assistance; provide services to disproportionately impacted communities by providing healthy childhood environments with childcare assistance; and providing mental health services with behavioral health co-pay assistance.

Staff recommends the approval of the agreement with Lyon County as they've provided this service for the City

using CARES Act funding and ARPA Funds. Staff is confident in their internal process in determining need, verifying through documentation that the need a result of the COVID-19 public health emergency, and for eligible individuals as defined by the US Treasury Final Ruling. Staff will reimburse LCHS expenses for the rent/mortgage assistance; utility assistance; childcare assistance; and behavioral health copay assistance that are directly or indirectly linked to the negative economic impacts of the COVID-19 pandemic.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Department of the Treasury, 31 CFR Part 35, Coronavirus State and Local Recovery Funds.

FINANCIAL IMPLICATIONS:

A formal expenditure plan will be presented to the City Council for approval prior to any obligation of these funds. Funds may be used for eligible costs incurred during the period beginning March 3, 2021, and ending December 31, 2024, for purposes established in the Act. Funds must be obligated by December 31, 2024, and projects in progress must be completed by December 31, 2026. Any funds not obligated by December 31, 2024, must be returned.

ATTACHMENTS:

1. 2022.12 City of Fernley-LCHS ARPA subaward agreement
2. 2nd allotment ARPA request

CITY OF FERNLEY
NOTICE OF SUBGRANT AWARD – AMERICAN RESUCE PLAN ACT: SLFRF FUNDS

<u>Grantor:</u> City of Fernley	<u>Subgrantee Name:</u> Lyon County																					
<u>Address:</u> 595 Silver Lace Blvd Fernley, NV 89408	<u>Address:</u> 27 South Main Street Yerington, NV 89447																					
<u>Subgrant Period:</u> December 1, 2022 – December 31, 2024 <u>Award #</u> LCHS A2	<u>Subgrantee EIN#:</u> 88-60000097 <u>Subgrantee DUNS#:</u> 07-154-0355 <u>Subgrantee SAM CAGE CODE #:</u> _____																					
<u>Reason for Award:</u> To fund activities and direct service for City of Fernley residents directly impacted by the COVID-19 pandemic or individuals eligible individuals deemed eligible by the US Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule.																						
<u>County(ies) to be served:</u> ☐ Statewide ☒ Specific local jurisdiction: City of Fernley																						
<u>Approved Budget Categories:</u>																						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1. Personnel</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 10%;"></td> </tr> <tr> <td>2. Supplies</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td>3. Travel</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td>4. Training</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td>5. Operating</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">216,000.00</td> </tr> <tr> <td>6. Other</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td style="text-align: right;">Total Cost</td> <td style="text-align: center;">\$</td> <td style="text-align: right; border-top: 1px solid black;">216,000.00</td> </tr> </table>		1. Personnel	\$		2. Supplies	\$		3. Travel	\$		4. Training	\$		5. Operating	\$	216,000.00	6. Other	\$		Total Cost	\$	216,000.00
1. Personnel	\$																					
2. Supplies	\$																					
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4. Training	\$																					
5. Operating	\$	216,000.00																				
6. Other	\$																					
Total Cost	\$	216,000.00																				
<u>Disbursement of funds will be as follows:</u> Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$112,829.00 during the subgrant period.																						
<u>Source of Funds:</u>	<u>Amount:</u>	<u>% of Funds:</u>	<u>CFDA#:</u>																			
1. Coronavirus State and Local Fiscal Recovery Funds	\$20,972,821.50	1.03%	21.027																			
<u>Terms and Conditions</u> In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations. 2. This award is subject to the availability of appropriate funds. 3. Recipient of these funds agrees to stipulations listed in Sections A of this subgrant award.																						
Authorized Subgrantee Official Title: Chairman, Board of County Commissioners	Signature	Date																				
NAME Title:																						
Authorized Granting Official	Signature	Date																				
NAME Title: MAYOR	NEAL E. McINTYRE																					

City of Fernley
NOTICE OF SUBGRANT AWARD
SECTION A
Assurances

As a condition of receiving subgranted funds from the City of Fernley, the Subgrantee agrees to the following conditions:

1. Subgrantee agrees grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance will not be reimbursed to the subgrantee or must be refunded to the City of Fernley.
2. Subgrantee acknowledges the continuation of this subgrant is subject to and contingent upon sufficient federal funds being appropriated, budgeted, and otherwise made available by City of Fernley.
3. Subgrantee agrees to submit reimbursement requests for only expenditures approved in the proposal.
4. Approval of subgrant budget by the City of Fernley constitutes prior approval for the expenditure of funds for specified purposes included in this proposal. Requests to revise the approved subgrant must be made in writing and provide sufficient narrative detail to determine justification. Expenses that are incurred without prior City of Fernley approval may not be reimbursed. The City of Fernley has the authority to require an amendment for any change, but will generally follow these parameters in the process of determining whether an amendment is needed. The City would require a request and explanation for any changes to this proposal.
5. Any changes to the approved subgrant that will result in an amendment must be received 90 days prior to the end of the subgrant period (no later than September 30th) and completed 60 days prior to the end of the subgrant period (no later than October 30th). Amendment requests received after the 90 day deadline will be denied.
6. Recipients of subgrants are required to maintain subgrant accounting records. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed by the subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the City of Fernley.
 - b. In all cases an overriding requirement exists to retain records until notified in writing of resolution of any audit questions relating to individual subgrants.

Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Subgrant Award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

7. Subgrantee agrees to disclose any existing or potential conflicts of interest, as outlined in the City of Fernley Conflict of Interest Policy Statement, relative to the performance of services resulting from this subgrant award. The City of Fernley reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
8. Subgrantee agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, gender, religion, age, sexual preference, disability or handicap condition (including AIDS and AIDS-related conditions).
9. Subgrantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
10. Subgrantee agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the

use or disclosure of Protected Health Information, the Subgrantee agrees to enter into a Business Associate Agreement with the City of Fernley ., as required by 45 C.F.R 164.504 (e).

11. Subgrantee certifies, by signing this subgrant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every subgrantee receiving any payment in whole or in part from federal funds.
12. Subgrantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. any federal, state, county or local agency, legislature, commission, counsel, or board;
 - b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. any officer or employee of any federal, state, county or local agency, legislature, commission, counsel, or board.
 - d. failure to comply will result in disqualification of future funding and/or termination of current funding.
13. City of Fernley subgrants are subject to inspection and audit by representatives of the US Federal Treasury, as added by section 9901 of the American Rescue Plan Act (“ARP Act”).
 - a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. ascertain whether policies, plans and procedures are being followed;
 - c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically;
 - d. determine reliability of financial aspects of the conduct of the project; and
14. Any audit of Subgrantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the City of Fernley (as well as a federal requirement as specified in CFR 200.501) that each grantee annually expending \$750,000 or more in federal funds have a single audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A copy of the final signed audit report must be sent to the City of Fernley, within six (6) months of the close of the Subgrantee’s fiscal year. Failure to comply may result in consequences such as the withholding of reimbursement requests, disqualification of future funding and/or termination of current funding.

The City of Fernley’s Policy requires that for subgrantees not required to have a single audit under CFR 200.501, at the least, a Limited Scope Audit on Agreed Upon Procedures must be conducted for that year by an independent, licensed Certified Public Accountant, using American Institute of Certified Public Accountants (AICPA) generally accepted auditing standards (GAAS) or attestation standards. A copy of the limited scope report must be sent to the City of Fernley, within six (6) months of the close of the Subgrantee’s fiscal year. Failure to comply may result in consequences such as the withholding of reimbursement requests, disqualification of future funding, and/or termination of current funding.
15. Subgrantees shall adhere to the requirements of the American Rescue Plan Act and are required to have a Dun and Bradstreet Universal Number System (DUNS) if the subaward is \$50,000 or more.
16. Subgrantee agrees to comply with the following:
 - 1) Provide a copy of audit reports within 30 days of acceptance by the organization’s governing authority. This includes a copy of any corrective action resulting from discrepancies identified by the audit;
 - 2) Be a “smoke, alcohol, and other drug free” environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed;
 - 3) Have documentation on file verifying Nevada Repository and FBI background checks were conducted on all staff, volunteers, and consultants, if subgrantee serves minors with funds awarded through this subgrant;

- 4) Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting (GAAP) principles;
- 5) Comply with all applicable rules, regulations, requirements, guidelines, and policies and procedures contained within:
 - a. 2 CFR 200 sections – All Uniform Guidance Related to Subawards
 - b. Funding source requirements stated in the ARPA Interim Final Rule,
 - c. Compliance with Sections 602 and 603 of the Social Security Act,
 - d. All applicable state regulations and policies, and
 - e. All terms listed within this award.
- 6) Approvals for financial assistance shall only be made based on evidence that there has been a direct impact by COVID-19, a negative economic impact, or to individuals deemed eligible by the US Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule.

17. LCHS will screen residents of the City of Fernley seeking assistance for COVID-19 ARPA funds.
18. LCHS will track all direct assistance for residents of the City of Fernley that have screened positive as impacted by the COVID1-9 pandemic.
19. Any condition listed within the subgrant award that is not met may result in consequences such as the City of Fernley withholding payment of any request for reimbursement, disqualification of future funding, and/or termination of current funding.
20. Lyon County shall be liable to the City of Fernley and will pay back any amounts required and found to not be allowable by the City, auditors or others or found to have been reimbursed based on false information, a misrepresentation of facts or fraud.

620 Lake Avenue
Silver Springs NV, 89429



Fax: 775-577-5093
Phone: 775-577-5009

January 5, 2023

Fernley City Council,

Lyon County Human Services (LCHS) greatly appreciated the initial CARES and subsequent ARPA sub awards to aid the citizens of Fernley experiencing financial hardship with their eligible utility, child care, and behavioral health needs. LCHS was able to fully expend the \$62,280.00 issued in March of 2021 by November of 2022.

If additional funds were available through the City of Fernley based on the spending trends of the last twelve months LCHS anticipates being able to spend up to \$216,000 in ARPA funds by December of 2024 for eligible activities including utility payments, child care assistance, and costs of behavioral health for eligible individuals as defined by the treasury final ruling.

Your consideration to this request is greatly appreciated.

Thanks,

A handwritten signature in blue ink, appearing to read 'Shayla Holmes', written over a horizontal line.

Shayla Holmes, Director

Lyon County Human Services



"To enhance the well-being of individuals and families across the lifespan"



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 1, 2023

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: Consent
Motion

AGENDA ITEM: (For Possible Action):

(For Possible Action) Approval of the final subdivision map associated with FSM 2019-002 for Friendly 5, Village 1.

AGENDA ITEM BRIEF:

Staff requests Council consent to approve the final subdivision map associated with FSM 2019-002 for a 120-lot single-family subdivision on a site ±133.16-acres in size and generally located north of Farm District Road, east of Jessica Lane, west of Country Ranch Road, and south of US 50 Alternate (APNs: 021-303-47 & 021-303-49).

RECOMMENDED MOTION:

"I recommend approval of the consent agenda for February 1, 2023."

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:

Any motion appropriate for City Council parliamentary procedure may be made. This item may also be pulled off the consent agenda for discussion if the Council wishes.

BACKGROUND:

Prior applications for this project include:

- TSM 2016-003: A tentative subdivision map for a 514-lot single-family residential subdivision. This item was approved by City Council on March 16, 2016; conditions of approval and approval letter are attached for your review.
- ZMA 2018-004: A zoning map amendment to create a planned development on ±269 acres; ordinance and planned development handbook are attached for your review.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes, Chapter 278 - Planning and Zoning

Fernley Municipal Code (FMC), Title 32 - Development Code

Items of particular interest:

- NRS 278.4985 - Parks and Playgrounds for Residential Developments, Applicability to planned unit developments
- FMC Section 32.03.060 (f) (2) - Administration, Land division applications, Subdivision maps, Final subdivision maps (tract maps)
- FMC Section 32.06.140 - Zoning Districts, Planned development

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. FSM 2019-002 Final Subdivision Map
2. TSM 2016-003 Approval
3. ZMA 2016-003 PD Handbook

J:\Jobs\1797_Friendly5\Friendly5_N_V\Geomatics\mapping\XR_GCOMATICS_FS_V1.dwg 4/25/2021 11:59 AM Kevin Almeter

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, JENUANE COMMUNITIES ONDA VERDE, LLC, A NEVADA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT, AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE STREETS, AVENUES AND HIGHWAYS SHOWN ARE HEREBY DEDICATED AND SET APART TO BE USED AS PUBLIC THOROUGHFARES FOREVER AND THAT ALL EASEMENTS FOR DRAINAGE, UTILITY INSTALLATION AND ACCESS AS SHOWN ARE DEDICATED AS PERMANENT EASEMENTS FOR THE STATED PURPOSES. IN WITNESS WHEREOF THE UNDERSIGNED HAS AFFIXED HIS NAME.

JENUANE COMMUNITIES ONDA VERDE, LLC, A NEVADA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

NOTARY CERTIFICATE:

STATE OF NEVADA } SS
COUNTY OF WASHOE }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 202____, BY _____ AS _____ OF JENUANE COMMUNITIES ONDA VERDE, LLC, A NEVADA LIMITED LIABILITY COMPANY.

NOTARY PUBLIC

SECURITY INTEREST HOLDERS STATEMENT:

THIS IS TO CERTIFY THAT THE FOLLOWING HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT BY SEPARATE DOCUMENT:

MT 401K LLC, A NEVADA LIMITED LIABILITY COMPANY BY DOCUMENT NO. _____, OFFICIAL RECORDS OF LYON COUNTY, NEVADA (REFERENCE DEED OF TRUST DOCUMENT NO. 596493 & 596495).

DESERT SAGE PROPERTIES, LLC, A NEVADA LIMITED LIABILITY COMPANY BY DOCUMENT NO. _____, OFFICIAL RECORDS OF LYON COUNTY, NEVADA (REFERENCE DEED OF TRUST DOCUMENT NO. 596494).

TITLE COMPANY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT THE SUBDIVIDER OFFERING THIS PLAT IS THE LAST TITLE HOLDER OF RECORD OF ALL THE LANDS DELINEATED HEREON, AND THE LANDS ARE FREE FROM ANY LIENS OR ENCUMBRANCES AS OF _____

FIRST CENTENNIAL TITLE COMPANY OF NEVADA

BY: _____ DATE _____

NAME/TITLE (PRINT)

UTILITY COMPANIES' CERTIFICATE:

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED UTILITY COMPANIES.

SIERRA PACIFIC POWER COMPANY, d/b/a NV ENERGY DATE _____

NEVADA BELL TELEPHONE COMPANY DATE _____
D/B/A AT&T

CHARTER COMMUNICATIONS DATE _____

SOUTHWEST GAS CORPORATION DATE _____

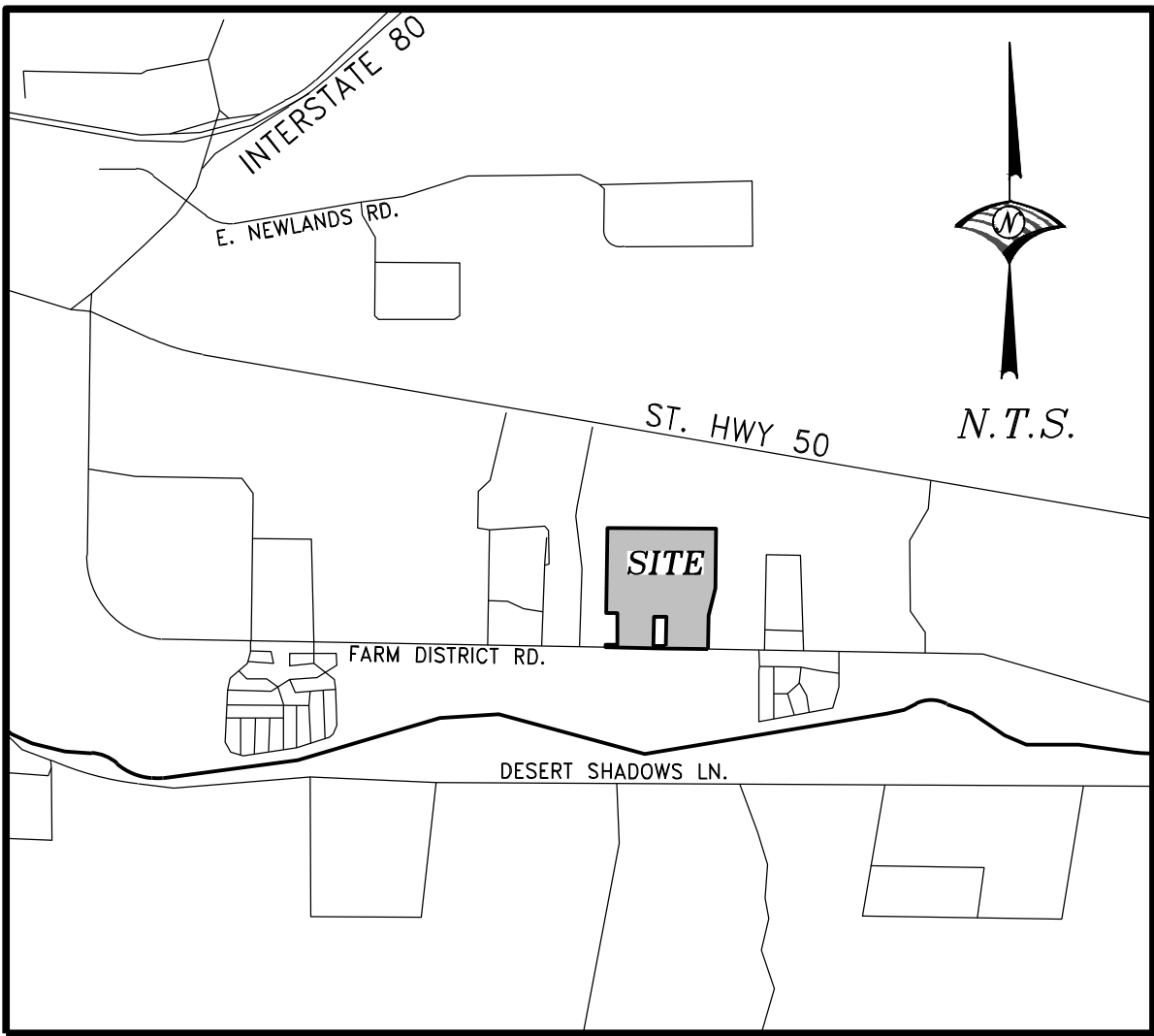
TRUCKEE-CARSON IRRIGATION DISTRICT CERTIFICATE:

I, RUSTY D. JARDINE, ESQ., GENERAL MANAGER OF THE TRUCKEE-CARSON IRRIGATION DISTRICT (DISTRICT) DOES HEREBY DECLARE AS FOLLOWS:

- EVERY PARCEL DEPICTED UPON THIS MAP LIES WITHIN THE GEO-PHYSICAL BOUNDARIES OF THE NEWLANDS FEDERAL RECLAMATION PROJECT (PROJECT) ESTABLISHED BY ACT OF CONGRESS IN 1902 (32 STAT. 3888), AND THE BOUNDARIES OF THE DISTRICT AS AUTHORIZED BY THE NEVADA IRRIGATION DISTRICT ACT (N.R.S. 539.010 ET SEQ). DEPICTED ON THIS MAP ARE PROJECT EASEMENTS AND/OR RIGHTS OF WAY FOR CONSTRUCTION, MAINTENANCE, AN/OR OPERATION OF PROJECT CANALS, LATERALS, DRAINS, AND/OR FACILITIES. OBSTRUCTIONS AND/OR NUISANCES TO OR WITHIN PROJECT CANALS, LATERALS, DRAINS, AND/OR FACILITIES, ARE IMPERMISSIBLE.
- THE DISTRICT MY AGREEMENT WITH THE UNITED STATES OF AMERICA, THROUGH THE BUREAU OF RECLAMATION (RECLAMATION) OF THE DEPARTMENT OF THE INTERIOR, IS THE AGENT FOR THE OPERATION AND MAINTENANCE OF THE PROJECT. THE DISTRICT IS AUTHORIZED TO ENTER PROJECT EASEMENTS AND/OR RIGHTS OF WAY FOR ALL LAWFUL PURPOSES ASSOCIATED WITH THE OPERATION AND MAINTENANCE OF THE PROJECT.
- ALL LANDS DEPICTED HEREON, HAVING SURFACE WATER RIGHTS APPURTENANT THERETO, ARE SUBJECT TO REGULATION BY THE DISTRICT FOR THE DELIVERY AND DISTRIBUTION OF WATER AS PROVIDED FOR AND BY N.R.S. 539.233.
- THE DISTRICT ASSUMES NO LEGAL DUTY, AS TO THE LANDS DEPICTED HEREON, FOR THE INSPECTION OR REVIEW OF PAST OR FUTURE HYDROLOGIC CONDITIONS, INCLUDING, WITHOUT LIMITATION, CHANGES TO SURFACE OR GROUNDWATER SOURCES, WATER TABLES, OR FLOODING, AN MAKES NO CLAIM OR WARRANTY AS TO THE EXISTENCES OF SUCH ADVERSE HYDROLOGIC CONDITION(S) NOW ATTENDING THE LANDS, OR EXITING STRUCTURES, OR AS TO ANY STRUCTURES(S) TO BE PLANNED OR TO BE CONSTRUCTED THEREON.
- THE DISTRICT ASSUMES NO LEGAL DUTY FOR, NOR MAKES ANY WARRANTY ASSOCIATED WITH, THE ACCURACY OF THE WATER RIGHTS DEPICTED ON THIS MAP.

RUSTY D. JARDINE, ESQ. DATE _____

FRIENDLY 5 RANCH
VILLAGE 1
A PLANNED DEVELOPMENT



VICINITY MAP

CITY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS FINAL MAP OF FRIENDLY 5 RANCH, SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 21, T. 20 N., R. 25 E. M.D.B. & M. HAS BEEN EXAMINED AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

CITY SURVEYOR DATE _____

NAME PRINTED

CITY COUNCIL APPROVAL:

I HEREBY ATTEST THAT THIS FINAL MAP WAS APPROVED AND ACCEPTED BY THE FERNLEY CITY COUNCIL ON THE ____ DAY OF _____, 202____.

DATE _____

NAME/TITLE PRINTED

CITY OF FERNLEY CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS FINAL MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE CITY OF FERNLEY WATER, WASTEWATER, ROADWAY AND DRAINAGE STANDARDS AND REGULATIONS AND THAT ALL REQUIRED IMPROVEMENTS HAVE BEEN COMPLETED OR PROPER FINANCIAL SECURITY HAS BEEN POSTED GUARANTEEING COMPLETION OF THIS FINAL MAP AND ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED. IN ADDITION ALL OFFERS OF DEDICATION FOR ALL PUBLIC ROADWAYS WERE REJECTED WITH THE RESERVATION TO ACCEPT SAID OFFERS AT A LATER DATE.

CITY OF FERNLEY ENGINEER DATE _____

NAME (PRINTED)

RIGHT TO FARM:

THE LANDS SHOWN HEREON ARE SUBJECT TO THE RIGHT TO FARM PROVISIONS AS SET FORTH BY FERNLEY CITY CODE.

G.I.S. CERTIFICATE:

A DIGITAL COPY OF THIS MAP HAS BEEN DELIVERED TO THE CITY OF FERNLEY AND LYON COUNTY GIS DEPARTMENTS.

CITY OF FERNLEY

BY: _____ DATE _____

NAME / TITLE (PRINTED)

LYON COUNTY

BY: _____ DATE _____

NAME / TITLE (PRINTED)

DIVISION OF WATER RESOURCES CERTIFICATE:

THIS PLAT IS APPROVED BY THE STATE OF NEVADA DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY, SUBJECT TO REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

DIVISION OF WATER RESOURCES DATE _____

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION:

THIS FINAL MAP IS APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY (INDIVIDUAL WELLS) AND A COMMUNITY SYSTEM (INDIVIDUAL SEWAGE DISPOSAL SYSTEMS) FOR DISPOSAL OF SEWAGE.

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION, BUREAU OF WATER POLLUTION CONTROL DATE _____

TAXATION CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THIS LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO N.R.S. 361A.265.

A.P.N.s 021-303-47 & 021-303-49

LYON COUNTY TREASURER

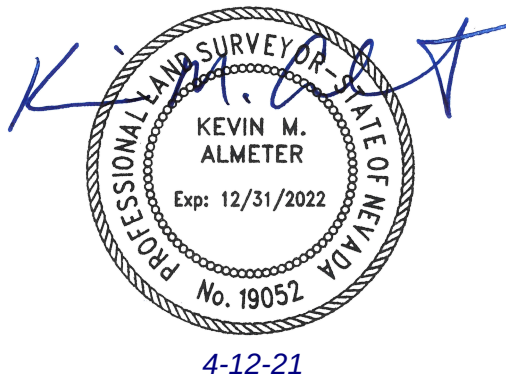
BY: _____ DATE _____

NAME / TITLE (PRINTED)

SURVEYOR'S CERTIFICATE:

I, KEVIN M. ALMETER, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF JENUANE COMMUNITIES ONDA VERDE, LLC, A NEVADA LIMITED LIABILITY COMPANY.
- THE LANDS SURVEYED LIE WITHIN A PORTION OF THE NORTHWEST 1/4 OF SECTION 21, T. 20 N., R. 25 E., M.D.B. & M., CITY OF FERNLEY, LYON COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON JULY 3, 2019.
- THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY _____, AND THE APPROPRIATE FINANCIAL GUARANTEE WILL BE POSTED WITH THE GOVERNING BODY BEFORE RECORDATION TO ENSURE THE INSTALLATION OF THE MONUMENTS.



4-12-21

KEVIN M. ALMETER
NEVADA CERTIFICATE NO. 19052

T.C.I.D. I.D. NO. 20-006

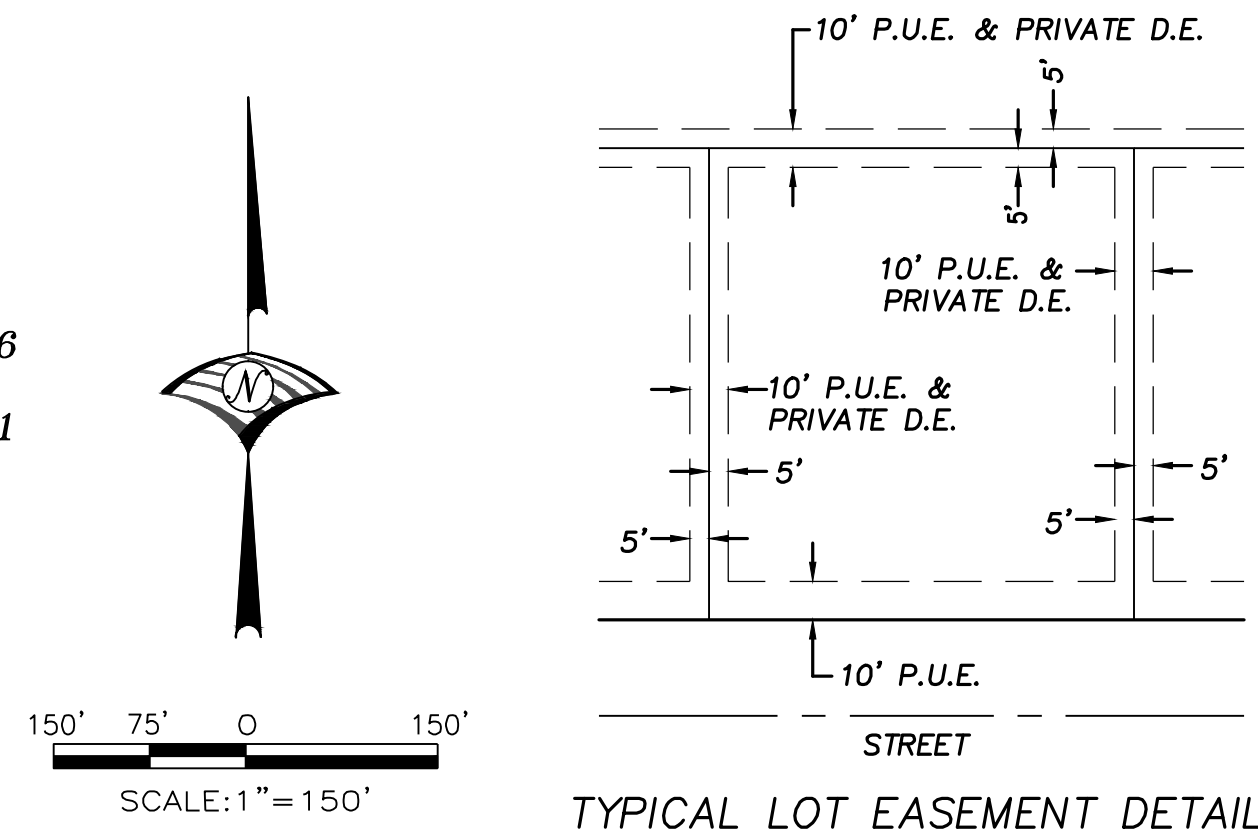
FILE NO. _____
FILED FOR RECORD AT THE REQUEST
OF _____
ON THIS _____ DAY OF _____
202____, AT _____ MINUTES PAST _____
O'CLOCK. _____ M., OFFICIAL RECORDS
OF LYON COUNTY NEVADA.
COUNTY RECORDER
BY: _____ DEPUTY
FEE: _____

OFFICIAL PLAT OF
**FRIENDLY 5 RANCH
VILLAGE 1**
A PLANNED DEVELOPMENT
A MERGER AND RESUBDIVISION OF
PARCEL 3 OF PM NO. 366028 & PARCEL 1 OF PM NO. 366027
SITUATE WITHIN THE NW 1/4 OF SECTION 21,
TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.M.
FERNLEY LYON COUNTY NEVADA
JOB NO. 1757007

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
5440 Reno Corporate Drive Tel 775.823.4068
Reno, NV 89511 Fax 775.823.4066

SHEET 1
OF 4

FOR REVIEW ONLY



	TYPICAL SECTION CORNER — AS NOTED
	FOUND NGS BENCHMARK — AS NOTED
	STANDARD CENTERLINE STREET MONUMENT TO BE SET
	SET 5/8" REBAR & CAP — PLS 19052 OR SCRIBED CURB ON PROPERTY LINE EXTENSION
	DIMENSION POINT, NOTHING FOUND OR SET
	RADIAL BEARING
	SQUARE FEET
	PUBLIC UTILITY EASEMENT
	SUBDIVISION TRACT MAP
	PARCEL MAP
	RECORD OF SURVEY
	COMMON AREA
	SUBDIVISION BOUNDARY
	GRAPHIC BORDER
	LOT LINE
	RIGHT-OF-WAY
	CENTERLINE
	ADJACENT PARCEL
	EASEMENT AS NOTED
	TIE

1. A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED 10' IN WIDTH ALONG ALL DEDICATED STREET RIGHTS-OF-WAY, 5' IN WIDTH ALONG ALL REAR LOT LINES AND 10' IN WIDTH CENTERED ALONG ALL LOT LINES.
2. A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY FACILITIES TO THAT PARCEL/LOT AND THE RIGHT TO EXIT THAT PARCEL/LOT WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS/LOTS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD, AT THAT TIME, AND THE UTILITY COMPANY.
3. A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS WITHIN EACH PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.
3. PUBLIC UTILITY EASEMENTS INCLUDES SOUTHWEST GAS AND CABLE TELEVISION.
4. A PRIVATE DRAINAGE EASEMENT IS HEREBY GRANTED 10' IN WIDTH CENTERED ALONG ALL INTERIOR LOT LINES AND 5' IN WIDTH ALONG ALL REAR LOT LINES.
5. ROADS DESIGNATED AS PUBLIC ROADS AS SHOWN HEREON WILL NOT BE ELIGIBLE FOR ACCEPTANCE BY THE CITY FOR MAINTENANCE UNTIL THEY ARE IMPROVED (AT NO COST TO THE CITY) TO CITY STANDARDS.
6. ACCEPTANCE OF THIS MAP BY THE CITY IS NOT A COMMITMENT THAT A BUILDING PERMIT WILL BE ISSUED ON ANY OR ALL LOTS.
7. THE TEMPORARY TURN AROUND EASEMENT GRANTED HEREON SHALL TERMINATE UPON DEDICATION AND ACCEPTANCE OF FUTURE STREETS.
8. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH, CENTERED ON ALL EXISTING UTILITY FACILITIES IS HEREBY GRANTED OVER PARCEL B.
9. A BLANKET PUBLIC UTILITY EASEMENT IS HEREBY GRANTED OVER THE COMMON AREAS AS SHOWN HEREON.
10. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH, CENTERED ON ALL EXISTING UTILITY FACILITIES IS HEREBY GRANTED OVER PARCEL B.
11. NO DISCHARGE OF STORM WATER IS PERMITTED INTO THE UNITED STATES DRAIN FACILITIES, BEING THE FERNLEY "B", "B1" AND "B3" DRAINS AS SHOWN HEREON.
12. COMMON AREAS A THROUGH E AS SHOWN HEREON ARE TO BE GRANTED TO AND MAINTAINED BY THE _____ HOMEOWNERS ASSOCIATION.
13. REMAINDER PARCEL B IS TO REMAIN WITH THE OWNER/DEVELOPER FOR FUTURE DEDICATION TO THE STATE OF NEVADA FOR HIGHWAY PURPOSES.

OFFICIAL PLAT OF
FRIENDLY 5 RANCH
VILLAGE 1
A PLANNED DEVELOPMENT
A MERGER AND RESUBDIVISION OF
PARCEL 3 OF PM NO. 366028 & PARCEL 1 OF PM NO. 366027
SITUATE WITHIN THE NW 1/4 OF SECTION 21,
TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.M.
FERNLEY LYON COUNTY NEVADA
JOB NO. 1757007


WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
5440 Reno Corporate Drive Tel. 775.823.4068
Reno, NV 89511 Fax 775.823.4068

SHEET 2
OF 4

J:\Jobs\1757_Friendly5\Friendly5_N_V1\Geomatics\mapping\VR_GCOMATICS_FS_V1.dwg 4/25/2021 4:53 PM Kevin Almeter

AREA SUMMARY:

TOTAL AREA = 133.16 ACRES±
COMMON AREAS (5) = 6.88 ACRES±
RIGHT-OF-WAY AREA = 7.89 ACRES±
PARCEL A = 98.36 ACRES±
PARCEL B (FARM DISTRICT ROAD) = 2.79 ACRES±
LOT AREA = 17.24 ACRES±
TOTAL NO. OF LOTS = 75

APN 021-303-53
ROARK

APN 021-303-03
KORNEGAY

APN 021-303-23
TIBBALS

APN 021-303-24
MAKRIDICHIAN

APN 021-303-54
JENUANE COMMUNITIES
ONDA VERDE, LLC

APN 021-303-52
JENUANE COMMUNITIES
ONDA VERDE, LLC

OFFICIAL PLAT OF FRIENDLY 5 RANCH VILLAGE 1 A PLANNED DEVELOPMENT

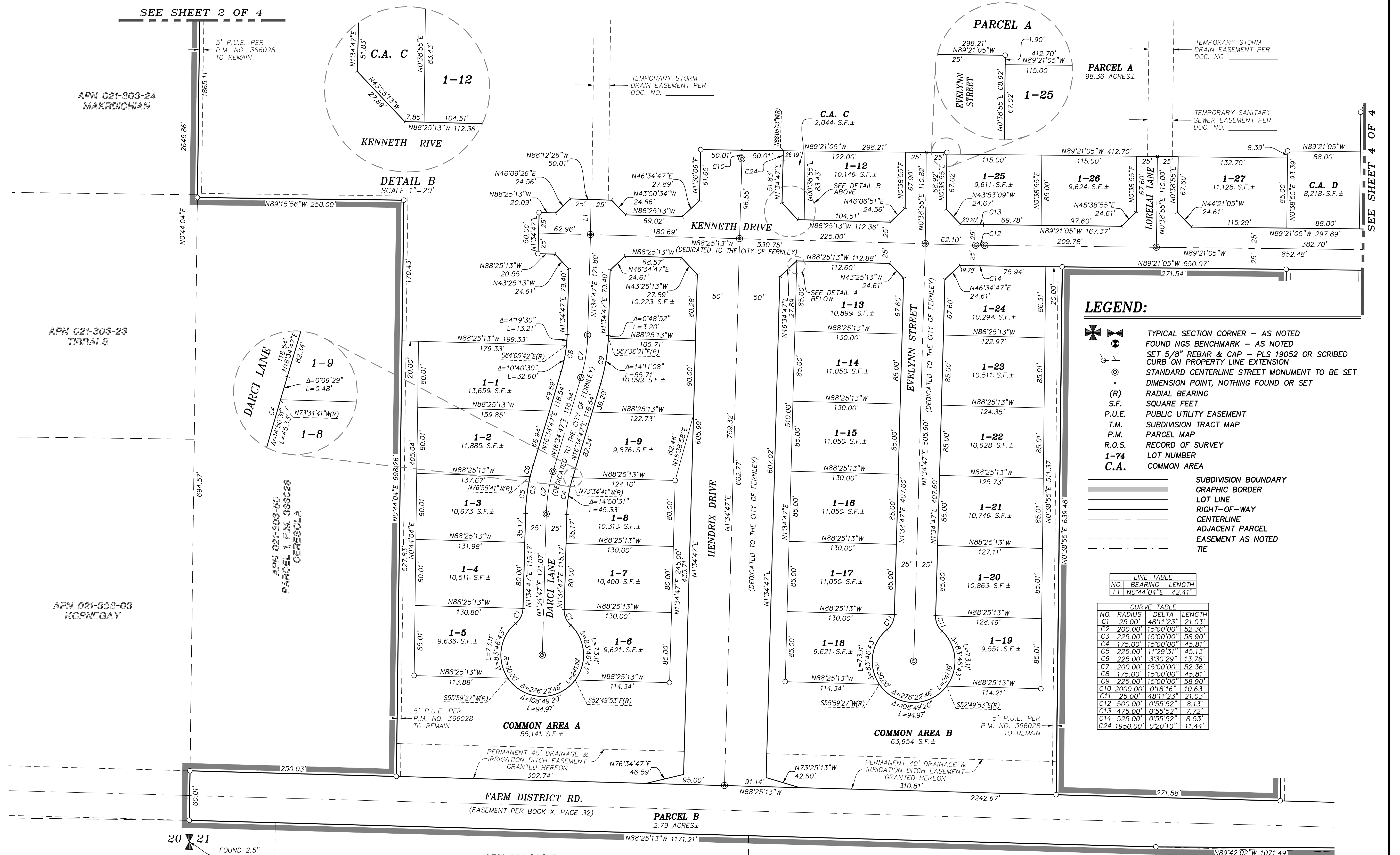
A MERGER AND RESUBDIVISION OF
PARCEL 3 OF PM NO. 366028 & PARCEL 1 OF PM NO. 366027
SITUATE WITHIN THE NW 1/4 OF SECTION 21,
TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.M.
FERNLEY LYON COUNTY NEVADA

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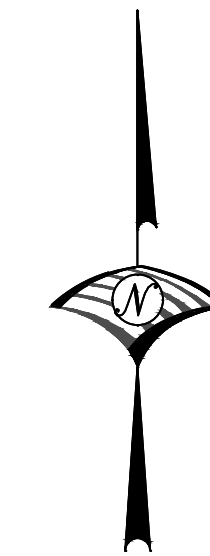
SHEET 3
OF 4

FOR REVIEW ONLY





CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C15	275.00'	21°27'01"	102.9'
C16	225.00'	21°27'01"	84.2'
C17	275.00'	21°27'01"	102.9'
C18	275.00'	5°48'53"	27.9'
C19	25.00'	70°31'44"	30.7'
C21	125.00'	22°54'48"	49.9'
C22	125.00'	9°10'38"	20.0'
C23	125.00'	24°25'47"	53.3'
C24	25.00'	46°46'11"	20.4'



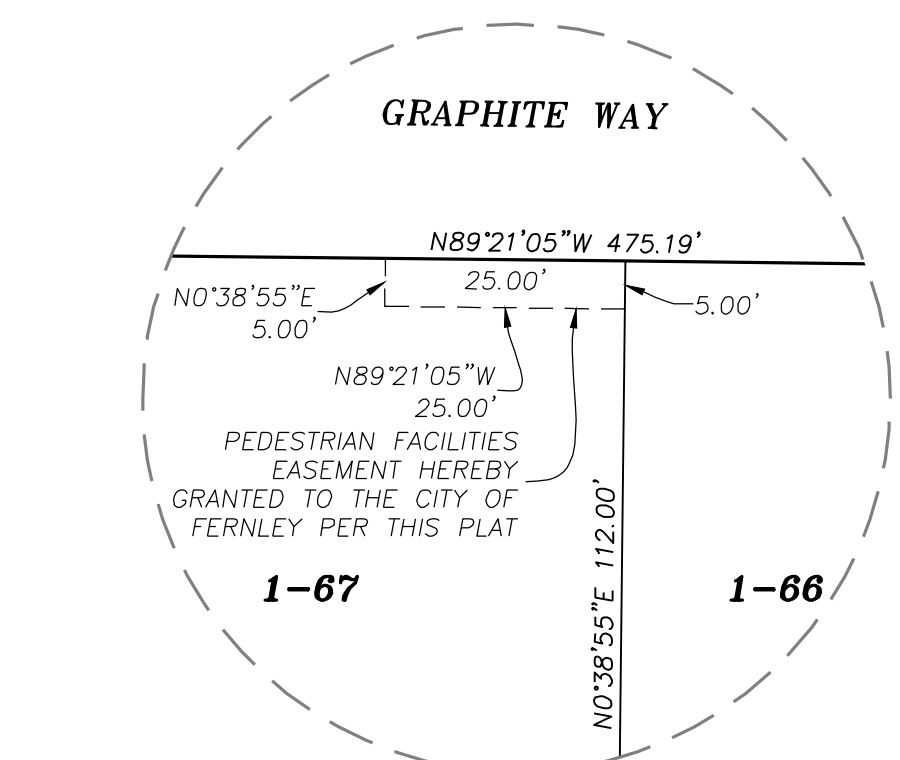
0 30 60 120
SCALE: 1" = 60'

LEGEND

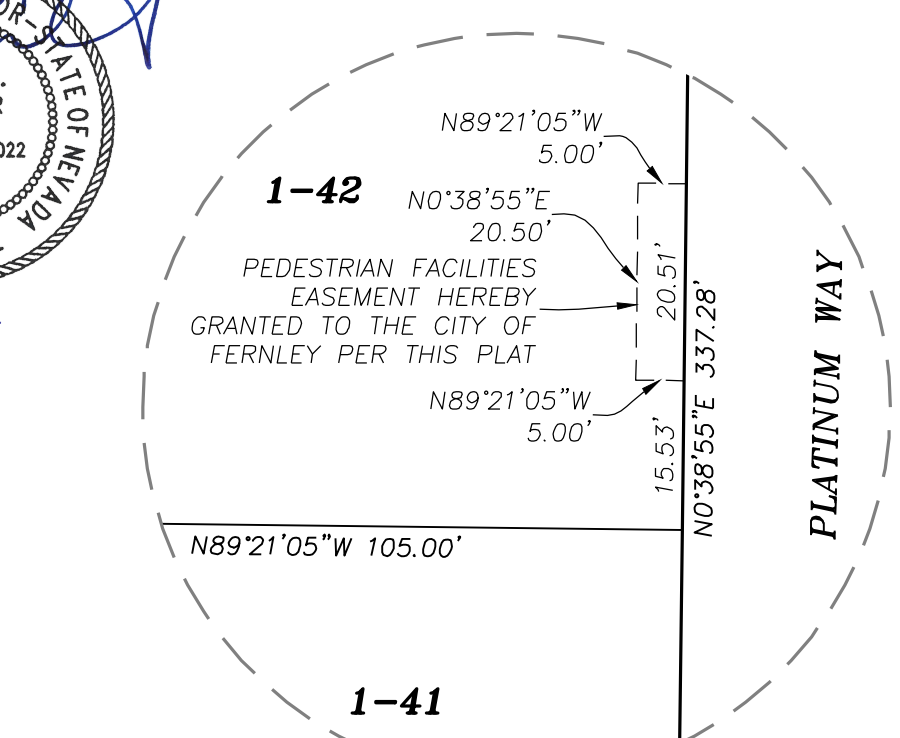


TYPICAL SECTION CORNER - AS NOTED
 FOUND NGS BENCHMARK - AS NOTED
 STANDARD CENTERLINE STREET MONUMENT TO BE SET
 SET 5 1/8" REBAR & CAP - PLS 19052 OR SCRIBED
 CURB ON PROPER LINE EXTENSION
 DIMENSION POINT, NOTHING FOUND OR SET
 RADIAL BEARING
 SQUARE FEET
 PUBLIC UTILITY EASEMENT
 SUBDIVISION TRACT MAP
 PARCEL MAP
 RECORD OF SURVEY
 COMMON AREA

_____ SUBDIVISION BOUNDARY
 _____ GRAPHIC BORDER
 _____ LOT LINE
 _____ RIGHT-OF-WAY
 _____ CENTERLINE
 _____ ADJACENT PARCEL
 - - - - - EASEMENT AS NOTED
 TIE



DETAIL C
SCALE 1"=20'



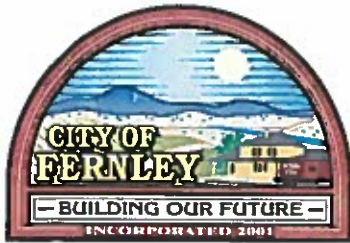
DETAIL D
SCALE 1"=20'

OFFICIAL PLAT OF
FRIENDLY 5 RANCH
VILLAGE 1
A PLANNED DEVELOPMENT
A MERGER AND RESUBDIVISION OF
CEL 3 OF PM NO. 368028 & PARCEL 1 OF PM NO. 3680
SITUATE WITHIN THE NW 1/4 OF SECTION 21,
TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.M.
RANLEY LYON COUNTY NEVADA
JOB NO.


WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

5440 Reno Corporate Drive Tel 775.823.4068
Reno, NV 89511 Fax 775.823.4066

FOR REVIEW ONLY



Planning Department

Permits
Planning
Development Review
Sustainability

April 19, 2016

Gary Hutchings
Granite Ridge Development LLC
4650 Bottom Road
Fallon, NV 89406

RE: TSM 2016-003 – Tentative Subdivision Map Approval Letter – Friendly 5

Dear Applicant:

The Tentative Map request from Granite Ridge Development, LLC, TSM 2016-003, for a Tentative Subdivision Map request to allow for a 514-lot single family residential subdivision (Friendly 5) on a site consisting of 5 parcels totaling approximately 260 acres in size in the E2/PD (Second Estates Residential/Planned Development – Friendly 5 Planned Development) zoning district generally located north and south of Farm District Road, west of the Country Ranch Estates Subdivision and Truckee River Ranch (Autumn Winds) Subdivision, and east of Jessica Lane, Fernley, NV (APN: 021-303-09, 47, 52 and 54) was approved at the March 16, 2016 City Council Meeting subject to the Conditions of Approval 1 through 16 (attached).

The Tentative Subdivision 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, NRS 278.360.

Please make changes and submit for final map. Please include cover letter explaining how each comment has been addressed. If you have any questions concerning this application, please contact Tim Thompson, at (775) 784-9815 or via email at tthompson@cityoffernley.org.

Sincerely,

Tim Thompson, AICP
Senior Planner

cc: Andy Durling, AICP
Wood Rodgers, Inc.
5440 Reno Corporate Drive
Reno, NV 89511

Enclosures: Conditions of approval for TSM 2016-003



Creating opportunities
Community & Economic Development

595 Silver Lace Blvd., Fernley,
Nevada 89408

Tel
775.784.9900

WWW.CITYOFFERNLEY.ORG

Conditions of Approval for TSM 2016-003
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 514 SINGLE FAMILY RESIDENTIAL LOTS ON 260± 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. CONSTRUCTION MAINTENANCE:

THE DEVELOPER SHALL LOCATE AND UTILIZE A SUFFICIENT NUMBER OF TRASH CONTAINERS ON-SITE TO BE UTILIZED DURING THE CONSTRUCTION OF THE PROJECT TO MAINTAIN THE PROJECT SITE IN A CLEAN AND ORDERLY STATE TO THE APPROVAL OF THE CITY.

6. PROJECT CONTACT:

THE DEVELOPER SHALL DESIGNATE TO THE CITY A PROJECT CONTACT PERSON RESPONSIBLE/AUTHORIZED TO CORRECT PROBLEMS REGARDING THE PROJECT ON A 24-HOUR/7-DAYS A WEEK BASIS. THE DEVELOPER SHALL DESIGNATE THE PROJECT CONTACT PERSON TO THE CITY PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT.

7. DESIGN STANDARDS:

THE DEVELOPER SHALL COMPLY WITH THE DESIGN STANDARDS AND REGULATIONS AS SET FORTH IN THE FRIENDLY 5 PLANNED DEVELOPMENT HANDBOOK AND THE CITY'S DEVELOPMENT CODE, UNLESS IN CONFLICT WITH THE LOCAL, STATE OR FEDERAL REGULATIONS, IN WHICH CASE THE MORE STRINGENT REGULATION WILL TAKE PRECEDENCE.

8. ENGINEERING DIVISION:

THE DEVELOPER SHALL COMPLY WITH ALL ENGINEERING REQUIREMENTS WITHIN THE CITY'S DEVELOPMENT CODE INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH CHAPTERS 40, 43, 44, 46, AND 47 TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO THE APPROVAL OF A FINAL MAP FOR THE PROJECT.

9. DRAINAGE AND GRADING:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF CHAPTER 42 OF THE CITY'S DEVELOPMENT CODE AND CHAPTER 10 OF THE CITY OF FERNLEY PUBLIC WORKS DESIGN STANDARDS TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO THE ISSUANCE OF A BUILDING OR GRADING PERMIT FOR THE PROJECT.

Conditions of Approval for TSM 2016-003
Tentative Subdivision Map

THE DEVELOPER SHALL DEDICATE FACILITIES FOR STORM DRAINAGE WHICH ARE REASONABLY NECESSARY TO INSURE ADEQUATE STORM COLLECTION AND DISPOSAL FOR THE PROPERTY OR ANY ALTERNATIVE WHICH WOULD PROVIDE FOR THE PERPETUAL MAINTENANCE OF THE FACILITIES TO THE APPROVAL OF THE PUBLIC WORKS DIRECTOR.

10. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

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

11. RESIDENTIAL CONSTRUCTION TAX:

THE DEVELOPER IS SUBJECT TO THE PROVISIONS OF FERNLEY MUNICIPAL CODE TITLE 4 CHAPTER 1, RESIDENTIAL CONSTRUCTION TAX. THE RESIDENTIAL CONSTRUCTION TAX FEE SHALL BE PAID PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR EACH SINGLE FAMILY RESIDENCE.

12. HANDBOOK AMENDMENT:

THE DEVELOPER SHALL WORK WITH THE CITY TO AMEND THE PLANNED DEVELOPMENT HANDBOOK TO RELOCATE THE 10 ACRE PARK SITE WITHIN THE DEVELOPMENT AND TO REMOVE ASSESSOR'S PARCEL NUMBER 021-303-53 FROM THE PLANNED DEVELOPMENT. THE APPLICANT SHALL PROVIDE AN AMENDED PLANNED DEVELOPMENT HANDBOOK, AND ASSOCIATED MATERIALS TO CITY STAFF TO ASSIST IN AMENDING THE PLANNED DEVELOPMENT HANDBOOK PRIOR TO THE APPROVAL AND RECORDATION OF THE FIRST FINAL MAP.

13. PARK SITE:

THE DEVELOPER SHALL CONSTRUCT AND THE CITY ACCEPTED A MINIMUM 10 ACRE PARK SITE PRIOR TO RECORDATION OF THE 300TH LOT.

14. MAINTENANCE OF OPEN SPACE / COMMON AREA

THE DEVELOPER SHALL FORM A HOMEOWNERS ASSOCIATION / LIGHTING & LANDSCAPING MAINTENANCE DISTRICT TO PROVIDE FOR THE MAINTENANCE OF THE OPEN SPACE / COMMON AREA LANDSCAPING. EITHER METHOD OF MAINTENANCE SHALL BE IDENTIFIED AND ESTABLISHED TO THE APPROVAL OF THE PUBLIC WORKS DIRECTOR AND THE ADMINISTRATOR PRIOR TO APPROVAL OF THE FIRST FINAL MAP FOR THE PROJECT.

15. FINAL MAPS:

NO FINAL MAP PRESENTED FOR RECORDATION SHALL INCLUDE LESS THAN 50 RESIDENTIAL LOTS.

16. ACCESS

THE DEVELOPER SHALL PROVIDE A SECONDARY ACCESS FOR THE DEVELOPMENT PHASES LOCATED TO THE NORTH OF FARM DISTRICT ROAD. THE ACCESS SHALL CONNECT TO AN EXISTING PUBLIC RIGHT OF WAY TO THE APPROVAL OF THE CITY ENGINEER. THE LOCATION OF THE ACCESS SHALL BE DETERMINED PRIOR TO THE ISSUANCE OF THE FIRST FINAL MAP FOR THE PROJECT AND SHALL BE CONSTRUCTED ALONG WITH THE ADJACENT PHASE OF THE DEVELOPMENT.

OFFICIAL RECORD

Requested By:
CITY CLERK - CITY OF FERNLEY

Lyon County, NV
Margie Kassebaum, Recorder

Fee: \$0.00 RPTT: \$0.00
Recorded By: Inhumildad

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



BILL #268
CITY OF FERNLEY
ORDINANCE # 2018-006

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT TO CHANGE THE ZONING ON REAL PROPERTY OWNED BY GRANITE RIDGE DEVELOPMENTS LLC TO INCORPORATE THE PLANNED DEVELOPMENT OVERLAY ZONING DISTRICT ON APPROXIMATELY 269 ACRES GENERALLY LOCATED NORTH AND SOUTH OF FARM DISTRICT ROAD, WEST OF THE COUNTRY RANCH ESTATES SUBDIVISION AND TRUCKEE RIVER RANCH (AUTUMN WINDS) SUBDIVISION, AND EAST OF JESSICA LANE FERNLEY, NV. (APN(s): 021-303-09, 47, 49, 52 & 54); AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

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

SECTION 1: The zoning of property described in Exhibit "A" and shown in Exhibit "A-1", which is attached hereto and incorporated herein by reference, situated in the City of Fernley, County of Lyon, State of Nevada, is hereby changed to incorporate the Planned Development overlay zoning district.

SECTION 2: The development standards included in Exhibit "B" shall constitute "the plan" pursuant to Nevada Revised Statutes 278A. The development standards handbook shall become effective upon recordation of this Ordinance.

SECTION 3: The zoning map of the City of Fernley is hereby amended in accordance with the rezoning herein.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: 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 6: This ordinance shall become effective upon passage, approval, and publication.

SECTION 7: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare and convenience.

SECTION 8: 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 9: 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 # 268 BEING HEREBY PROPOSED on the 5th day of December 2018.

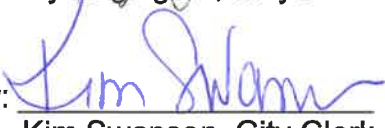
BILL # 268 BEING HEREBY PASSED, APPROVED and ADOPTED this 19th day of December 2018, by the following vote of the Council:

Ayes: 5 Nays: 0 Abstentions: 0 Absent: 0

FERNLEY CITY COUNCIL

By: 
Roy Edgington, Mayor

Date: 19 Dec 2018

Attest By: 
Kim Swanson, City Clerk

Date: 12/19/2018

**EXHIBIT A
PROJECT LEGAL DESCRIPTION**

All that certain real property situate within Section-Twenty-One (21) Township Twenty (20) North, Range Twenty-Five (25) East, Mount Diablo Meridian, City of Fernley, County of Lyon, State of Nevada, and being more particularly described as follows:

BEING Parcel 3 as shown on Parcel Map No. 366028, recorded October, 24, 2005, in the Official Records of Lyon County, Nevada;

EXCEPTING therefrom the "Farm District Road Easement State Rout 828" as shown on said map;

TOGETHER WITH Parcel 1 as shown on Parcel Map No. 366027, recorded October 24, 2005 in the Official County Records of Lyon County;

EXCEPTING therefrom the "Farm District Road Easement State Route 828" as shown on said map;

TOGETHER WITH Parcel 2 as shown on Parcel Map 497187, recorded October 12, 2012 in the Official Records of Lyon County;

TOGETHER WITH Parcel 2-A as shown o Parcel Map 366096, recorded October 25, 2005, in the Official County Records of Lyon County;

TOGETHER WITH Parcel E as described in Document No 560699, recorded February 6, 2017 in the Official Records of Lyon County.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd
Reno, NV 89502



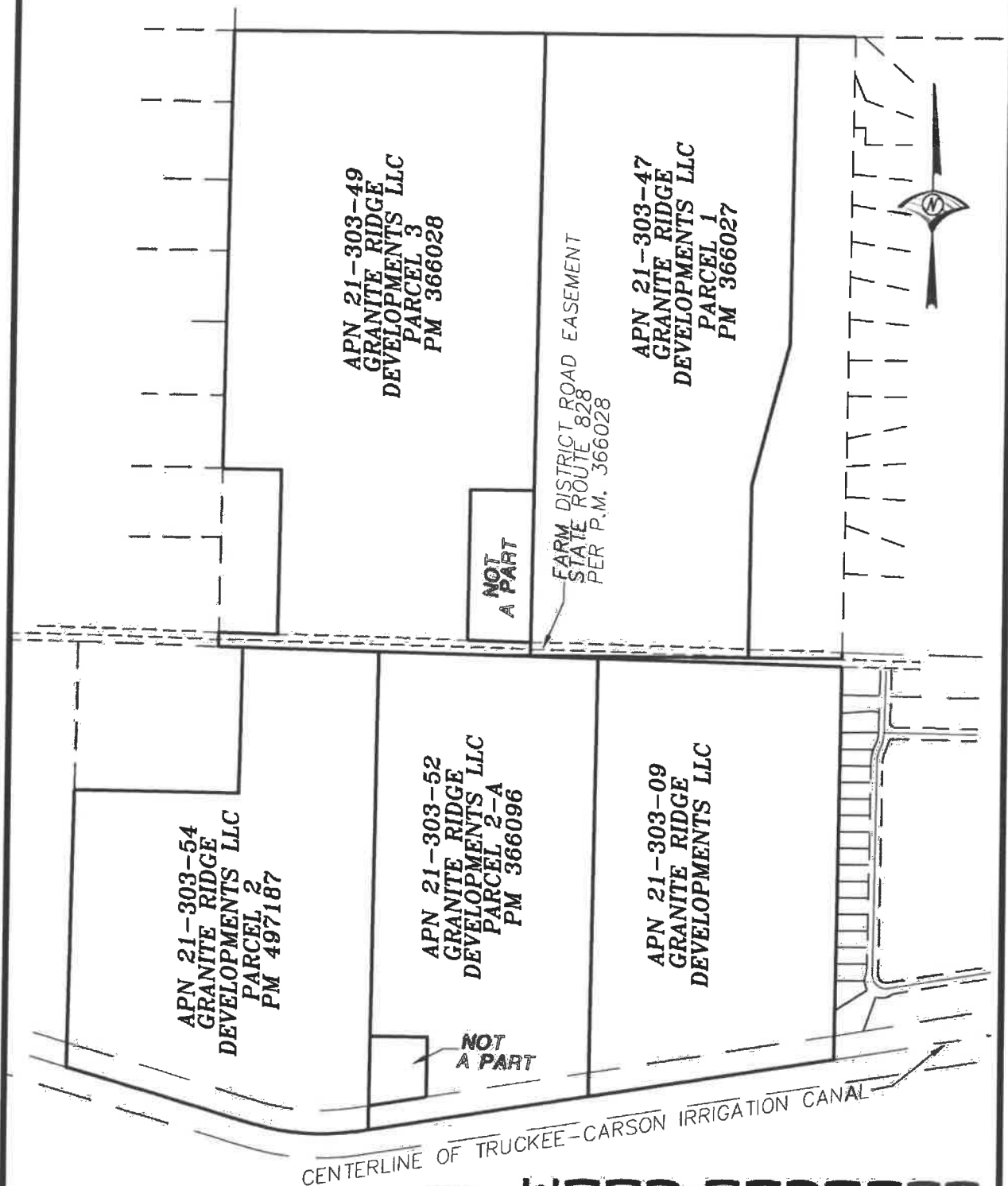
8-28-18

John A. Gomez, P.L.S.
Nevada Certificate No. 20123

EXHIBIT A-1

PLAT TO ACCOMPANY

PROJECT BOUNDARY
BEING A PORTION OF SECTION 21
TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.M
FERNLEY LYON COUNTY NEVADA



JOB NO. 1757.001
SHEET 1 OF 1



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

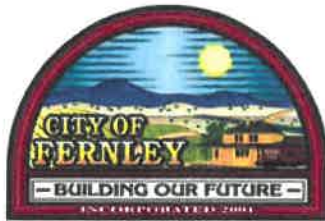
1361 Corporate Blvd
Reno, NV 89502

Tel 775.823.4068
Fax 775.823.4066

F5 FRIENDLY 5 RANCH

PLANNED DEVELOPMENT HANDBOOK

PREPARED FOR:



PREPARED BY:

**WOOD RODGERS, INC
1361 CORPORATE DRIVE
RENO, NV 89502**



APPROVED BY CITY COUNCIL—MARCH 1, 2006



**COMMUNITY DEVELOPMENT
DEPARTMENT**

Lowell Patton
Acting Director

Comprehensive Planning
Zoning
Development Review
Building and Safety

September 20th, 2006

Andy D. Durling, AICP
Wood Rogers
575 Double Eagle
Reno, NV 89521

RE: Approval Notice for Friendly 5 Tentative Planned Development Handbook

Dear Andy:

The Planning Division of the Community Development Department has reviewed the Friendly 5 Planned Development Handbook submitted to this office on August 11th, 2006. All conditions pertaining to same have been met and the handbook is hereby approved.

Thank you for your cooperation. Should you have any questions or need additional information, please feel free to call me at 775-784-9905.

Sincerely,

**Louis Fineberg, MCRP
Senior Planner**

CC: Lowell Patton, Public Works Department



FRIENDLY 5 RANCH

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2. Preliminary Sanitary Sewer Report
3. Tree Survey & Conservation & Protection Plan
4. Traffic Analysis
5. Preliminary Geotechnical Investigation
6. Preliminary Title Report



FRIENDLY 5 RANCH

Chapter 1
Introduction

1.1 Planned Development Statement

The Friendly 5 Ranch (F5 Ranch) Planned Development offers diverse housing options, intermingled with a vast network open space and trails, creating a unique living experience in Fernley.

The purpose of this document is to outline the master land plan and overall development strategy of the Friendly 5 Ranch and to establish standards and criteria that will guide future home construction. The Friendly 5 Planned Development Handbook (hereinafter referred to as "Handbook") shall also serve as the Tentative Map process for the overall subdivision.

1.2 Project Site Analysis

1.2.1 Location

The F5 Ranch is located on both the north and south sides of Farm District Road approximately 500 lineal feet east of its intersection with Jessica Lane. The project site consists of five (5) properties totaling approximately 260 acres in size.

Geographically, the Friendly 5 Ranch is located in the heart of the Farm District Road Special Planning Area. The F5 Ranch is bound to the south by the Truckee Canal and to the north by a Bureau of Reclamations parcel. The City of Fernley is currently working with BOR to acquire this parcel for future schools and parks sites. Surrounding existing developments include the Planned Developments of Truckee River Ranch (Autumn Winds) and Silverlands Estates, as well as Ponderosa, Silver Maple, and Donner Meadows.

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Exhibit 1.1 – Vicinity Map

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1.2.2 Zoning and Master Plan Compliance

F5 Ranch has a current Master Plan designation of Low Density Residential and is located within the Farm District Road Special Planning Area (FDRDPA). As part of the FDRSPA, the Planned Development is entitled to a residential density of 2 dwelling units per acre (d.u./acre) and a minimum lot size of 8,000 sq. ft. when accompanied by 30% open space. The F5 Ranch recently was rezoned from a mix of RR-5 and RR-3 to a combination of E-2/PD on the Planned Development portion included with this Handbook and RR-1 on the parcels that were reserved by the previous owners. With the recent zone change, the subject properties are now in conformance with the master plan. The RR-1 parcels reserved by the previous owners are specifically not included with the aggregate lands of this Handbook.

Provided below is an itemized address to the specific design criteria and land use recommendations provided within the City of Fernley Comprehensive Plan for the Farm District Road Special Planning Area.

- (1) *The residential density shall be one unit per acre. The overall density may be increased to two units per acre with approval of a planned unit development.*

The residential density provided with the Development is 2 dwelling units per acre. The approved zoning for the project is E-2/Planned Development (PD).

- (2) *PUD's shall be designed to achieve a successful integration with the existing agricultural and ranching uses.*

As much of the lands surrounding the Development are developed at a suburban level, there are few adjacent interfaces with agricultural uses. It is recognized that areas to the east and west contain remainder agricultural uses and/or have equestrian facilities, a large buffer has been provided adjacent to the Truckee Canal across the southern portion of the site. Additionally, large areas (to the south, adjacent to the Canal and to the north, adjacent to the Bureau of Reclamation's parcel) that have been historically been unirrigated lands will remain as revegetated open space. These areas will be overseeded with a natural seed mix that will contain grass species from local sources to emulate agriculture pastures. The project will provide a very wide buffer from Farm District Road that fosters the integration of the existing ranching uses with the proposed residential uses. The over-sized buffer will continue east from the former Baker property, gently narrowing to match in with the existing buffer at Autumn Winds.

- (3) *PUD's shall provide a minimum of 30 percent of the project area as open space. It is preferred that the 30 percent be preserved along Farm District Road as follows:*

Over 30 percent of the site has been provided as various types of open space.

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- a. *Either in agricultural production; or*

Active agricultural uses are not intended within the Development, although the former Baker property (adjacent to the western project boundary) will foster a continued ranching feel with the retention of the existing fields and equestrian facilities.

- b. *In a fashion that emulates the general appearance of agricultural land with the installation of a mix of native rye grasses, pasture fescues, and wild flowering forbes obtained from the local sources. The soil shall be amended to a depth of 14 inches and irrigated. If the developer elects to retain ownership of the 30 percent open space and assume the maintenance responsibility, the landscape requirements pursuant to the underlying zoning or use shall be reduced. The open space area shall be deed restricted and the maintenance costs prorated to individual property owners.*

Large areas to the north and south, as well as areas adjacent to Farm District Road and interspersed throughout the Development have been left as open space. Specifically, very large areas have been provided as open space and intended as "natural" open space. These larger areas will take on the feel, as identified in the above, of agricultural pastures. A natural seed mix of local grasses will be applied to these areas to allow for a "pasture" look to abound.

- (4) *New residential development shall maintain a buffer area on either side of the Farm District Road right-of-way. The buffer area can be included in the rear lots of the subdivision or be dedicated to the city as part of the PUD requirement for open space. Land that is offered for dedication to the city must be accessible to the public, usable for passive recreation purposes or developed in the general appearance of agricultural land. If the buffer area is included in the individual parcels, the following uses will not be permitted within any portion of the buffer area:*
 - a. *Solid fences;*
 - b. *Residential structures;*
 - c. *Accessory Structures or buildings of any size; or*
 - d. *Parking or storage of vehicles, trailers, recreation vehicle or motorcycle.*

A buffer ranging from 75 to 100 feet has been provided on either side of Farm District Road and will be maintained along the entire project frontage. Additionally, the Farm District Road right-of-way has been shown on the master plan for the Development as 100-feet in width (as opposed to the 60-foot right-of-way that is existing). This equates to a minimum 125-foot distance from the centerline of Farm District Road to the nearest proposed lot within Friendly 5 Ranch. The buffer has been identified on the project master plan as a "semi-formal" landscape area. This area will include revegetation with natural, local seed mixes as well as pockets of formal landscape areas including trees, shrubs and groundcovers interspersed throughout. Additionally, the buffer along the south side of Farm District Road will

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include a pedestrian trail. Please note that the buffer area along FDR will not include solid fences, residential structures, accessory structures or buildings of any size, or parking or storage of vehicles, trailers, recreation vehicles or motorcycles as discouraged above. The lots that are located outside of the buffer will have a solid fence treatment.

The 100-foot offset from the centerline of Farm District as a development setback is established to accomplish the following objectives:

- *To allow for the future widening of Farm District Road for additional right-of-way, acceleration and/or deceleration lanes.*

Currently, Farm District Road adjacent to the Development is a 60-foot right-of-way. The project master plan provides for a 100-foot right-of-way in addition to buffers on both sides of the additional right of way for a total of 125-feet minimum from the centerline of Farm District to the nearest homes on both the north and south sides of the road.

- *To encourage developers through the site plan review process to landscape within the 100' of frontage to preserve the scenic beauty of the corridor and retain the existing tree canopy to the extent possible.*

The buffers on either side of Farm District Road will provide semi-formal landscape treatments as identified within this Handbook. The semi-formal landscape will include revegetation with natural seed mixes native to the area as well as strategically placed formal landscaping to provide a soft, organic, aesthetic feel to the project frontage and the Farm District Road corridor. Efforts have been taken to preserve the existing canopy and additional trees will be planted to further foster the existing canopy along Farm District Road.

- *To preserve existing trees. Developers shall replace mature trees at a ratio of 4:1 specimen trees on site or 10:1 1 ½ " minimum caliper trees off-site in a public park. Specimen trees shall be sized a minimum of 3-inch caliper per tree.*

Tree preservation and/or replacement will be accomplished per the Tree Preservation Plan provided in the Appendix of this Handbook.

- (5) *A maximum total of 100 acres of neighborhood commercial development will be allowed within the Farm District Road Special Planning Area.*

Not applicable. There are no commercial uses provided with Friendly 5 Ranch.

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- (6) *Applications for new commercial development shall reflect historic ranch architecture. Design elements must include features such as, but not limited to, exposed timber, decorative corrugated metal siding or roof, covered entrances and wrap around porches.*

Not applicable. There are no commercial uses provided with Friendly 5 Ranch.



Exhibit 1.2 – Overall Master Plan

1.2.3 Topography

The Friendly 5 Ranch has historically been utilized for farming and ranching activities and, as such, has a very constant slope generally falling from the Truckee Canal to the north. At an elevation of approximately 4150 feet, with a generally constant slope of approximately 1.5% from south to north, the project site is not constrained by slopes and is suitable for development. A small swath of constrained land is included within the TCID easement for the Truckee Canal and the canal embankment. This constrained area is within the proposed open space of the development.



Exhibit 1.3- Existing Topography

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1.2.4 Utilities and Public Services

Water:

Domestic water service will be provided by the City of Fernley. Appropriate water rights sufficient to serve the Development will be dedicated by the developer at the time of Final Map. The proposed project will be served by an existing 18" water line located in Farm District Road and operated by the City of Fernley. Because the project is located on both the north and south sides of Farm District Road, multiple taps off the 18" line can be expected.

Sewer:

The project is proposed to sewer via a network of gravity mains to a lift station that will be located at the northwest corner of the project, where it will then be pumped to an existing force main to the wastewater treatment facility. It is estimated that 538± homes will generate approximately 556,830 gallons/day. A detailed sewer report is provided within Appendix D of this Handbook.

Storm Drainage:

The Development is located within a Shaded X flood zone as identified by FEMA. With the exception of roadside ditches and culverts on Farm District Road, there are no storm drain facilities in the vicinity of the Development. Storm water runoff generated from developed surfaces will be collected and routed to on-site retention basins via gutters, catch basins, and storm drains. Storm water management facilities will be installed as each phase of the Project is developed. As the site generally slopes to the north, retention basins will be located at the northern boundary of each developed area. Open spaces will be graded toward a meandering low point in the middle to collect and retain runoff generated within its boundaries. Storm water runoff within the Development will not drain to the Bureau of Reclamation's parcel directly north of the site.

Electric:

The project is adjacent to a network of overhead power lines operated by Sierra Pacific Power Company that includes both transmission and distribution lines. The project itself will be served with an underground electric system consisting of conduit, vaults and distribution cabling.

Natural Gas:

Southwest Gas owns and operates a 4" gas main located in Farm District Road that is of adequate size to serve the proposed project. As with the water system, multiple taps off the main is expected to serve the project.

Telephone:

SBC owns and operates a network of overhead telephone lines on the joint-use poles with Sierra Pacific Power Company. The project would be served with an underground network of telephone conduits, vaults and cabling.

Fire Protection:

The project is located within the North Lyon County Fire District, approximately 4.1 miles by way of travel from the nearest fire station located along Main Street. A hierarchy of collector and local level streets are provided within the Development, designed such that minimum turning radii and maximum cul-de-sac lengths as identified by the City of Fernley Public Works Design Manual have been adhered to.

Schools:

The Development is located adjacent to a Bureau of Reclamation's parcel of which the City of Fernley is currently negotiating purchase of the property for future use as schools and parks sites. Currently, a conceptual development plan has been prepared by a consultant for the City identifying several potential school sites, which may include elementary, middle, and high school facilities, in addition to several park sites. The open space and trail network proposed within F5 Ranch foster safe routes for these potential future schools and parks and the Development promotes walkability for both Friendly 5 Ranch and surrounding residents. In the interim, the project site is likely to be served by Cottonwood Elementary, Fernley Intermediate School, and Fernley High School and existing bus service.



Exhibit 1.4 – Surrounding Uses

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1.3 Goals and Policies

The master development plan for the Friendly 5 Ranch community is consistent with the goals, policies and special plans of the City of Fernley Master Plan. The specific goals and policies to guide the development of the Friendly 5 Ranch are outlined below:

- To create a unique residential community that fosters distinctive villages with varying architectural schemes and home sizes.
- To create a balanced, cohesive, family oriented, quality community compatible with surrounding uses and developments.
- To provide for flexibility and creativity of design of building types and open space arrangements within the parameters of the design standards provided herein.
- To develop an open space network by integrating public and/or private open space and recreational areas into the project and providing for connections to trails outside of the project boundaries.
- Provide for management of storm water by enhancing and blending drainage features into the open space network.
- Promote clustering of residential units around and within integrated, purposeful open space.

1.4 Development Review Process

1.4.1 Design Review Committee

A design review process is required for all new development and construction, as well as remodels and site revisions to projects within Friendly 5 Ranch. The Friendly 5 Ranch Design Review Committee (F5RDRC) and the City of Fernley shall utilize the Design Standards provided within this Handbook for the review of new projects. The F5RDRC will be created by virtue of the CC&R's to be recorded for the Development. The standards within this Handbook apply to all new construction, exterior remodeling, signs, walls/fences, accessory structures, and landscaping.

A written approval letter must accompany all submittals to the City of Fernley.

1.4.2 Final Map Process

As this Handbook represents and includes a Tentative Map request for the entire Development, future formal approval of the subdivision shall conform to all state and City of Fernley Final Map requirements.



FRIENDLY 5 RANCH

Chapter 2

Development Standards

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2.1 Single Family Residential Standards

2.1.1 Permitted Uses

The following uses are specifically permitted within the single family residential areas of Friendly 5 Ranch:

- Single Family Detached Residential of a permanent nature
- Model Home Facilities (including optional parking lots)
- Temporary Sales/Construction Offices
- Temporary Construction Yards
- Accessory Structures (not to exceed 200 sq. ft.)
- Accessory Dwelling ¹
- RV/Boat/Trailer ²
- Child Day Care, In Home ³
- Public Utilities
- Home Occupations ⁴

¹ – Accessory Dwellings shall be subject to the standards identified under Section 28.070.100 – “Accessory Dwellings” as defined in the City of Fernley Development Code.

² – RV’s, boats, and/or trailers must be either stored within a garage or screened accessory structure behind the main structure and for the personal use of the owner only.

³ – In Home Child Day Care shall comply with the standards identified within the City of Fernley Development Code, Section 28.070.040 under “Day care center, small”.

⁴ – Home Occupations shall comply with the specific standards identified under Section 28.070.100 of the City of Fernley Development Code for “Home Occupations”.

2.1.2 Lot Standards

Minimum Lot size	8,000 sq. ft.
Minimum Lot Width	80-feet
Front Yard Setback	25-feet
Side Yard Setback	10-feet
Rear Yard Setback	20-feet
Exterior Side Yard Setback	10-feet
Minimum Average Lot Width	80-feet
Minimum Cul-de-sac Frontage	30-feet



Exhibit 2.1 – Typical Lot Setbacks

2.1.3 Architectural Guidelines

Homes constructed within F5 Ranch shall conform to the following architectural guidelines:

House Size:	Minimum of 1,500 square feet of conditioned space.
Roof Pitch:	No less than "5-in-12"
Roof Material:	Concrete tile, slate or other roofing material is acceptable. No wood shake or asphalt style shingle will be allowed within the Development. Chimneys, if applicable, shall be constructed of a similar dominant material to that of the main front exterior elevation. No exposed metal flues shall be permitted.
Exterior Siding:	Stucco, masonite siding, shiplap wood siding, or a composite wood and concrete siding are all acceptable siding materials. Plywood siding materials such as T1-11 are prohibited.
Driveways:	Shall be constructed of Portland cement concrete. Driveway geometry from the garage to the street shall be designated on the individual single family residential building permit for review

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	and approval by the administrator. The desired goal is to reduce the amount of hardscape in the front yard area of the lot.
Windows:	All windows on all sides are to receive four-sided wood trim or raised stucco bands.
Garage:	All garages will be a minimum of two (2) car. All garage doors shall be multi-panel metal overhead track doors – no slab doors or industrial grade roll up doors are permitted. Trim and detail work on garages shall be consistent with that of the main structure.
Front Elevations:	Use of front porches, recessed doorways, and stone/brick accents, or any combination thereof, to the front elevations are allowed and may be eligible for reductions to the front setback per the City of Fernley Development Code.
Front Elevation Wainscoat:	A wainscoat on the front elevation and wrapping around the corners of the front elevation made of a contrasting material is allowed. Materials such as rock, cultured stone and brick are all acceptable materials and the colors are approved by the Planning Administrator.
Fascia Material:	Minimum of "2x6" solid stock wood material.
Exterior Colors:	All exterior colors on the homes will be subject to the DRC approval. Permitted colors will include earth tones, cream, beige, and similar muted colors. Primary colors and bright pastel colors will not be permitted as either base or trim color of the home. Home colors and building materials shall be submitted to the Planning Administrator and DRC for prior approval, or may be selected from a pre-approved color palette.
Accessory Structures & Dwellings:	Accessory structures and dwellings, as defined by Section 2.1.1, shall be constructed of a similar or complimentary material and color to the main structure.
Exterior Lighting:	All exterior mounted light fixtures shall be complimentary to the architectural style of the structure.
Home numbering/addresses:	All house addresses shall be legible from the street.
Mechanical Equipment:	No roof mounted mechanical equipment, antenna or appurtenances shall be permitted. One satellite dish per

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structure shall be permitted, provided the dish is 18" or less in diameter and mounted discretely, to the approval of the DRC and the Administrator. Mechanical equipment, including ground mounted satellite dishes, shall be screened by a solid fence from adjacent streets and residences and shall not exceed the height of said fence.

Shade Structures:

Patio covers, trellises, awnings, and other types of shade structures shall be allowed, provided that they are in a complimentary material and color to the main structure. Shade structures shall be allowed to encroach into the side yard and rear yard setbacks provided that 5-feet of separation is maintained from any side lot line and 10-feet of separation is maintained from any rear lot line.

House Plans:

Each village shall have a minimum of three (3) distinct floor plans with a minimum of three (3) elevations per plan.

Residential Street Scene Imaging:

House design shall vary throughout each village with no one elevation repeated for adjacent homes, or mirrored across the street. Identical floor plans may be adjacent to one another provided that they are different elevations.

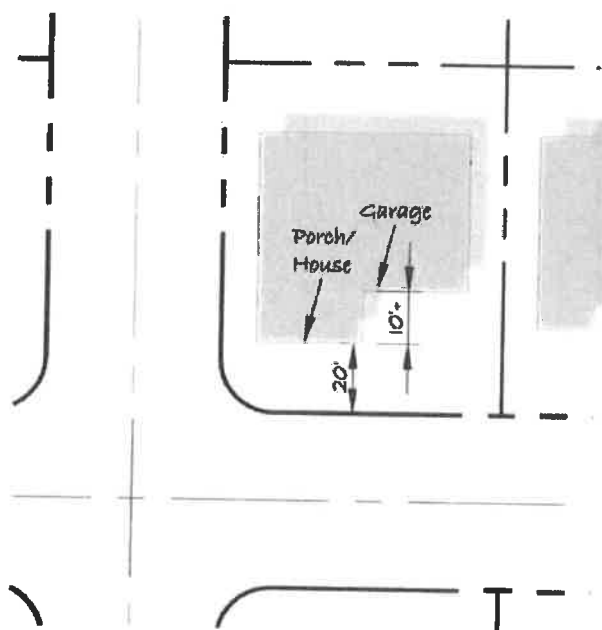


Exhibit 2.2 – Reduced Front Setback Allowance

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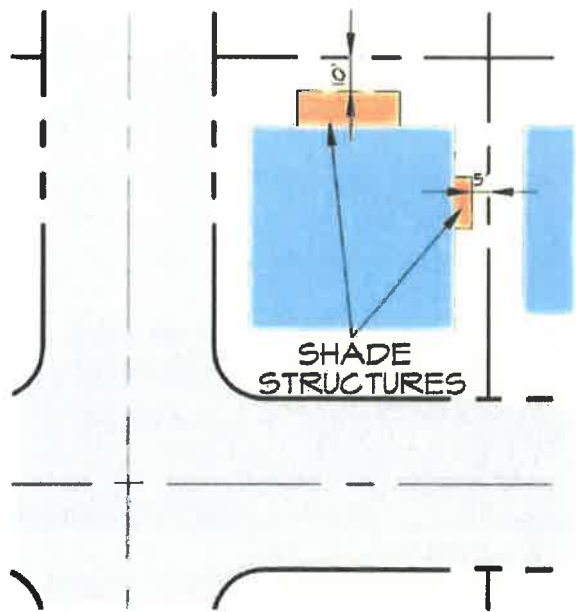


Exhibit 2.3 – Shade Structure Setback Example

2.1.4 Sales Standards

Model Home Complexes:

Model home complexes shall be located as close as is feasibly possible to a village entry. A model home complex plan shall be submitted to the DRC for approval of complex location, fencing, parking, signage, and sales office location. Temporary sales trailers are allowed with approval from the DRC.

Parking may be provided either on-street or within a paved off-street parking lot located on a residential lot adjacent to the sales office. On-street parking may be allowed provided that parking equivalent to eight (8) on-street parking spaces are available on either side of the street adjacent to the model home complex. On-street parking for the model home complex shall only be allowed on "local" streets.

Sales offices shall be allowed to operate between the hours of 10:00 am and 7:00 pm, Monday through Friday, and between 10:00 am and 6:00 pm, Saturday and Sunday.

Landscaping for the model home complex shall be provided and maintained by the home builder until such time as the model homes are sold to individual owners.

2.2 Common Area and Open Space Standards

2.2.1 Permitted Uses

The following uses are specifically permitted within the common areas and open space provided throughout Friendly 5 Ranch:

- Pedestrian and Non-motorized Bike Trails
- Benches and picnic tables
- Public utilities and utility structures

2.2.2 Design Elements

The common area and open space throughout the Friendly 5 Ranch is intended to provide walking and passive recreational opportunities to the residents, as well as providing for future connections to more regional style trails and open space (i.e. the Truckee Canal). No formal parks are intended within the Development. Rather, a vast network of trails, formal landscaped common areas, and natural open spaces may include benches and natural features that will provide quiet, meditative spaces that will foster the serene environment of the F5 Ranch and Farm District Road.

2.3 Park Standards

2.3.1 Permitted Uses

The following uses are specifically permitted within the area identified as "park" on the project master plan.

- Equestrian trails
- Indoor equestrian arenas
- Stables
- Benches and picnic tables
- Play structures

2.3.2 Design Elements

The park shall allow for equestrian riding and may include play structures or equipment. Upon dedication to the City of Fernley Parks and Recreation Department, they may choose to install additional equipment. Any new structures constructed shall not be located within 50-feet of any single-family residential property line.

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2.3.3 Special Conditions

The park shall be dedicated to the City of Fernley Parks and Recreation department and shall allow for a waiver of all Residential Construction Taxes (RCT) to be paid or a credit equivalent to the 538 homes within Friendly 5 Ranch.



FRIENDLY 5 RANCH

Chapter 3

Design Standards

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3.1 Landscape Standards

Landscaping within the Friendly 5 Ranch is intended to enhance and promote livability, serenity, and the overall aesthetic design of the Development. The following standards shall guide landscape installment and theme throughout the individual residential lots and common areas of Friendly 5 Ranch.

3.1.1 Residential Landscape Guidelines

Required Landscaping:

All front yard and exposed side yard landscaping shall be installed by the Developer prior to certificate of occupancy for the residence or shall be bonded for with the City if weather does not permit landscape installation. The minimum number of trees to be provided shall be one (1) tree per 40-lineal feet of street frontage (no less than two (2) trees and no more than four (4) per lot shall be provided). Shrubs shall be provided at a rate of six (6) shrubs per required tree.

An approved 4" layer of bark mulch or decorative earth tone rock shall cover 100% of all required landscape areas except for that area taken up with turf grass. Acceptable colors of earth tone rocks shall be hues of gray, tan/beige, or gray-greens. No red, pink, or white rock shall be allowed. The use of unnatural colored gravel or synthetic turf is not permitted. Granite boulders and rock groupings are encouraged; boulders shall be buried at least 30% of their height to appear as natural rock outcroppings. Grouping of boulders of various sizes is also encouraged together with complimentary plantings in and around boulders.

Plant use, quality, and size:

A balanced use of evergreen and deciduous plants shall be included within the provided landscape areas. Generally, trees and shrubs shall not be placed where visibility and/or sight lines are impaired for motorists and pedestrians. All plants used shall comply with the standards identified in the American National Standards Institute for Nursery Stock, released by the American Association of Nurserymen. All planter material shall be nursery grown, free from disease, of good habit, and representing the best quality of their species. Compliance with the stated handbook standards for trees and shrubs must be made at the time of planting.

Deciduous trees shall be a minimum 2" caliper and attempt to match the suggested plant list provided later with this chapter. Evergreen trees shall be a minimum of 6-feet height. Shrubs shall be provided at a rate equivalent to 60% large shrubs and 40% small shrubs. Large shrubs shall be defined as 5-gallon container size and small shrubs shall be defined as 1-gallon container size. Ground covers may be 1-gallon container size or flat size for ornamental grasses, perennials, ornamental groundcovers specifically designed and grown for intermountain and high desert regions.

All turf grasses must be drought tolerant fescue blend or hybridized blend developed for local use.

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Irrigation:

The objective for irrigation design is to create water irrigation systems that are cost effective, durable, water efficient and low maintenance. To accomplish continued plant growth and vitality, automatic underground irrigation systems are required for all landscape areas within residential lots. All landscaped areas shall have an automated irrigation control system that includes both spray irrigation and drip irrigation. The automatic system must include an electric, solid-state controller and shall be equipped with a master valve terminal and at least two fully independent programs. Individual programs shall have multiple start time capability. An approved backflow prevention device is required on all landscape irrigation systems.

Head to head coverage shall be required for all turf grass lawn areas. Spray heads shall not throw water onto fences, walls, or streets. All spray head systems shall be installed with a pressure regulator to provide consistency in watering patterns. Drip irrigation shall be installed for all plant material one gallon size and larger, and ornamentals as recommended by the grower's specifications. Appropriate filtration and pressure regulating devices shall be installed. Low growing ground covers and annuals may receive pop-up spray irrigation. No fixed risers are allowed.

Landscape Lighting:

Landscape lighting utilized within the front or rear yard of a lot shall be provided by below grade up-lights and located so as not to shine on adjacent homes, pedestrian or vehicular traffic. All up-lights shall be glare shielded.

3.1.2 Project & Village Entry Guidelines

The project entries are the gateways to the Development and individual villages. The project entries are those areas located at the main collector roadway intersections at Farm District Road. Village entries are those areas located at the intersection of local village roadways to the main collector roadways. Entries shall be treated with special landscape elements that will provide an individual identity to the project and/or village. Special paving, graphic sign, specialty lighting, decorative low-level fencing, specimen trees and flowering plants are all encouraged. A mix of both deciduous and evergreen trees shall be provided in the entries. Deciduous trees within the entries shall be provided at a rate of 50% 3" caliper and 50% 2" caliper. Evergreen trees within the entries shall be provided at a rate of 50% 6-feet in height and 50% 8-feet in height.



Exhibit 3.1 - Village Entry Example

3.1.3 Common Area and Open Space Guidelines

Open space and common area elements are dispersed throughout the Friendly 5 Ranch. The following Exhibit 3.2 identifies those areas that will be provided as a park, formal landscaping, semi-formal landscaping, and areas provided in a revegetated natural state. Various trails are located throughout common and open space areas, which link villages, open spaces, and surrounding uses.



Exhibit 3.2 – Common Area and Open Space

Formal and Semi-Formal Common Areas:

Formal common areas are typically those areas that are either adjacent to roadways and project entries. Semi-formal common areas are generally those areas that provide trail and open space connectivity throughout the Development. Formal and semi-formal common areas are intended to provide for passive recreation in the form of trails and open spaces, as well as providing an aesthetic space within the Development.

Formal common areas shall receive landscape elements that may include the following: turf grass, deciduous shade trees, evergreens, flowering ornamental trees, shrubs, groundcovers, and ornamental grasses. All areas without turf grass within formal common areas shall receive a 4" cover of either bark or rock mulch. Where, in formal common areas, sidewalks are not adjacent to the roadway, a combination of bark and rock mulch is encouraged in lieu of turf grass to avoid spray irrigation overspray onto roadways. Tree sizing should be provided per Section 3.1.2 of this Handbook.

Semi-formal common areas provide the open space and trail links between villages and surrounding uses. Because these areas are larger open spaces, providing formal landscaping throughout is not necessary. Rather, pockets of formal landscaping amongst revegetated shrubs and groundcovers native to the area is encouraged. Spray irrigation should be minimal and drip irrigation shall be utilized for formal pockets only. Revegetated areas shall receive temporary spray irrigation to be removed upon establishment of the vegetation. One (1) tree and six (6) shrubs shall be provided per 2,000 sq. ft. of semi-formal landscape area. Trees and shrubs should be placed in a manner so as to present a "soft edge" with varied plant spacing, sizes, and habit. At a minimum, trees shall be provided at a rate of 50% at 2" caliper size or greater and shrubs at a rate of 50% at 5-gallon container size or greater. Turf grass areas should be minimal, provided in areas where pedestrians are likely to enter open spaces (i.e. at roadways) and/or in areas where benches may be provided to offer a serene resting spot for pedestrians and allow for passive/semi-active recreational use of the turf areas.

Revegetated Natural Open Spaces:

A large amount of area within Friendly 5 Ranch has been identified as "open space". These areas may include storm water retention basins, however, in general, they are classified as passive natural areas. Little to no formal landscaping will be provided in these areas. Tree groupings may be provided in strategic areas to soften transitions between formal/semi-formal common areas and natural open space areas, in and around retention basins, and/or along the exterior boundary of the Development. The intent of these areas is to take on and emulate the general appearance of agriculture pastures with the installation of native seed mixes that may include rye grasses, pasture fescues or wild flowering forbes. These areas are not intended for active agricultural uses.

Park:

A minimum of 10± acres located in the northeast corner of the north portion of the Development shall be developed as "Park" per the project master plan using Residential Construction Tax fees. The park will be constructed by the Developer prior to recordation of the 300th lot and offered for dedication to the City of Fernley Parks and Recreation Department. The City and Developer shall enter into a reimbursement agreement for the park improvements. Any new structures constructed in the future shall not be located within 50-feet of any single-family residential property line.

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3.1.4 Suggested Plant List

Botanical Name - Trees

Abies concolor
Acer circinatum
Acer rubrum 'Red Sunset'
Acer saccharum
Acer platanoides
Aesculus camea
Amelanchier laevis
Calocedrus decurrens
Cedrus atlantica
Cercis occidentalis
Cornus florida 'Cloud N.'
Cotinus coggygia 'purp.'
Crataegus phaenopyrum
Ginkgo biloba
Liquidambar styraciflua
Liriodendron tulipifera
Malus floribunda
Picea pungens
Pinus jefferyi
Pinus nigra
Pyrus calleryana 'Chanticleer'
Pyrus calleryana 'Bradford.'
Quercus coccinea
Quercus lobata
Quercus palustris
Tilia cordata

Common Name - Trees

White Fir
Vine Maple
Red Maple
Sugar Maple
Norway Maple
Red Horsechestnut
Serviceberry
Incense Cedar
Atlas Cedar
Western Redbud
Flowering Dogwood
Purple Smoke Tree
Washington Hawthorn
Maidenhair Tree
American Sweetgum
Tulip Tree
Flowering Crabapple
Green Colorado Spruce
Jeffery Pine
Austrian Pine
Ornamental Pear
Flowering Pear
Scarlet Oak
California Black Oak
Pin Oak
Littleleaf Linden

Botanical Name - Shrubs

Artemesia tridentata
Berberis verruculosa
Berberis buxifolia
Buddleia davidii
Chaenomeles spp
Cornus mas
Cornus stolonifera
Cornus stolon. 'Flavira.'
Cortaderia selloana
Corylus avellana
Euonymus alata 'compacta'
Forsythia suspensa
Hypericum calycinum
Ilex altacalarensis
Juniperus sabina 'Tam.'
Kerria japonica
Kolkwitzia amabilis
Lonicera pileata
Mahonia aquifolium 'compacta'
Philadelphus coronarius
Potentilla fruticosa 'Snowf.'
Prunus besseyi
Pyracantha coccinea
Rhamnus frangula
Ribes sanguinum
Spiraea prunifolia
Spiraea vanhouttei
Syphoricarpos albus
Syringa vulgaris
Viburnum burkwoodii
Viburnum davidii

Common Name - Shrubs

Bigbasin Sagebrush
Barberry
Barberry
Butterfly Bush
Flowering Quince
Cornelian Cherry
Redtwig Dogwood
Yellow Twig Dogwood
Pampas Grass
European Filbert
Winged Euonymus
Forsythia
St. Johnswart
Wilson Holly
Tam Juniper
Japanese Rose
Beauty Bush
Japanese Honeysuckle
Oregon Grape
Sweet Mock Orange
Potentilla
Western Sand Cherry
Firethorn
Alder Buckthorn
Red Flowering Currant
Bridal Wreath Spiraea
Vanhoutte Spiraea
Common Snowberry
Lilac
NCN
David Viburnum

Botanical Name - Street Trees

Acer platanoides
Acer Rubrum
Acer saccharum
Celtis occidentalis
Crataegus phaenopyrum
ginkgo biloba
Gleditsia triacanthos
Koeleruteria paniculata
Liquidamubar styraciflua
Liriodendron tulipifera
Quercus coccinea
Quercus palustris
Quercus rubra
Tilia cordata

Common Name - Street Trees

Norway Maple
Red Maple
Sugar Maple
Hackberry
Washington Hawthorn
Maidenhair Tree
Honey Locust
Golden Rain Tree
American Sweetgum
Tulip Tree
Scarlet Oak
Pin Oak
Red Oak
Little Leaf Linden

Botanical Name - Ground Covers

Ajuga reptans
Arctostaphylos uva-ursi
Ceonothus volutinus
Cotoneaster horizontalis
Festuca ovina 'glauca'
Hedera helix 'needlepoint'
Hypericum calycinum
Juniperus horiz. 'Wilt.'
Liriope spicata
Mahonia repens
Phlox subulata
Santolina chamacyparissus
Santolina virens
Vinca Minor

Common Name - Ground Covers

Carpet Bugle
Kinnick Kinnick
Wild Lilac
Rock Cotoneaster
Blue fescue
Needlepoint Ivy
Creeping St. Johnswort
Emerson's Creeper
Creeping Lilyturf
Creeping Mahonia
Moss Pink
Lavender Cotton
Green Lavender Cotton
Periwinkle

Botanical Name - Hedgerow Trees

Ginkgo biloba
Liquidambar styraciflua
Quercus robur 'Fastigiata'
Robinia ambigua 'Idahoensis'
Sorbus aucuparia 'Cardinal Royal'

Common Name - Hedgerow Trees

Maidenhair Tree
American Sweetgum
English Oak
Idaho Locust
Cardinal Royal Ash

Note: Species not identified above may be allowed with permission from the Design Review Committee.

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3.2 Street Standards

The roadway system hierarchy within F5 Ranch includes minor arterial, collector, and local streets as identified in Exhibit 3.3 on the following page. All streets within F5 Ranch shall be public and offered for dedication to the City of Fernley. Street sections and specific requirements are detailed in Chapter 4, Section 4.1.

All streets within Friendly 5 Ranch shall be developed in accordance with the City of Fernley Public Works Design Standards Handbook. All local streets shall have rolled curb to allow for alternative driveway locations. All minor arterial and collector streets shall have L-curb.

Street trees shall be provided along minor arterial and collector streets at a rate of one (1) tree per 50 lineal feet. Trees may be planted in clusters for aesthetic purposes.



Exhibit 3.3 – Street Network

3.3 Pedestrian Circulation Standards

The hierarchy of pedestrian circulation throughout the Development will include, in general, three classifications of trails/sidewalks. Exhibit 3.4 identifies the locations of the differing trails/sidewalks and the sections to be utilized.

All local streets will include a 4-foot concrete sidewalk on both sides of the street at the back of curb. The arterial and collector streets will also include a meandering 4-foot concrete sidewalk on both sides, separated by a parkway planter.

Two classifications of trails shall be utilized within F5 Ranch. The predominance of the trails shall be classified as "Pedestrian Trails". Pedestrian Trails are generally located throughout the vast common area and open space network and are intended for foot and non-motorized vehicle travel. Equestrian riders are specifically prohibited from pedestrian trails. The pedestrian trails shall consist of 6-foot decomposed asphalt, concrete, or acceptable alternative surface.



Exhibit 3.4 – Pedestrian Circulation (Overall)

3.4 Lighting Standards

Street lights shall be provided at strategic locations throughout the Development. As the overall atmosphere of the Farm District Road area is suburban/rural in nature, minimal lights will be provided throughout the neighborhoods. In general, street lights will only be provided at major intersections for vehicle and pedestrian safety. Exhibit 3.5 identifies potential street light locations. Street lights shall be a standard pole and "Cobra-head" fixture.

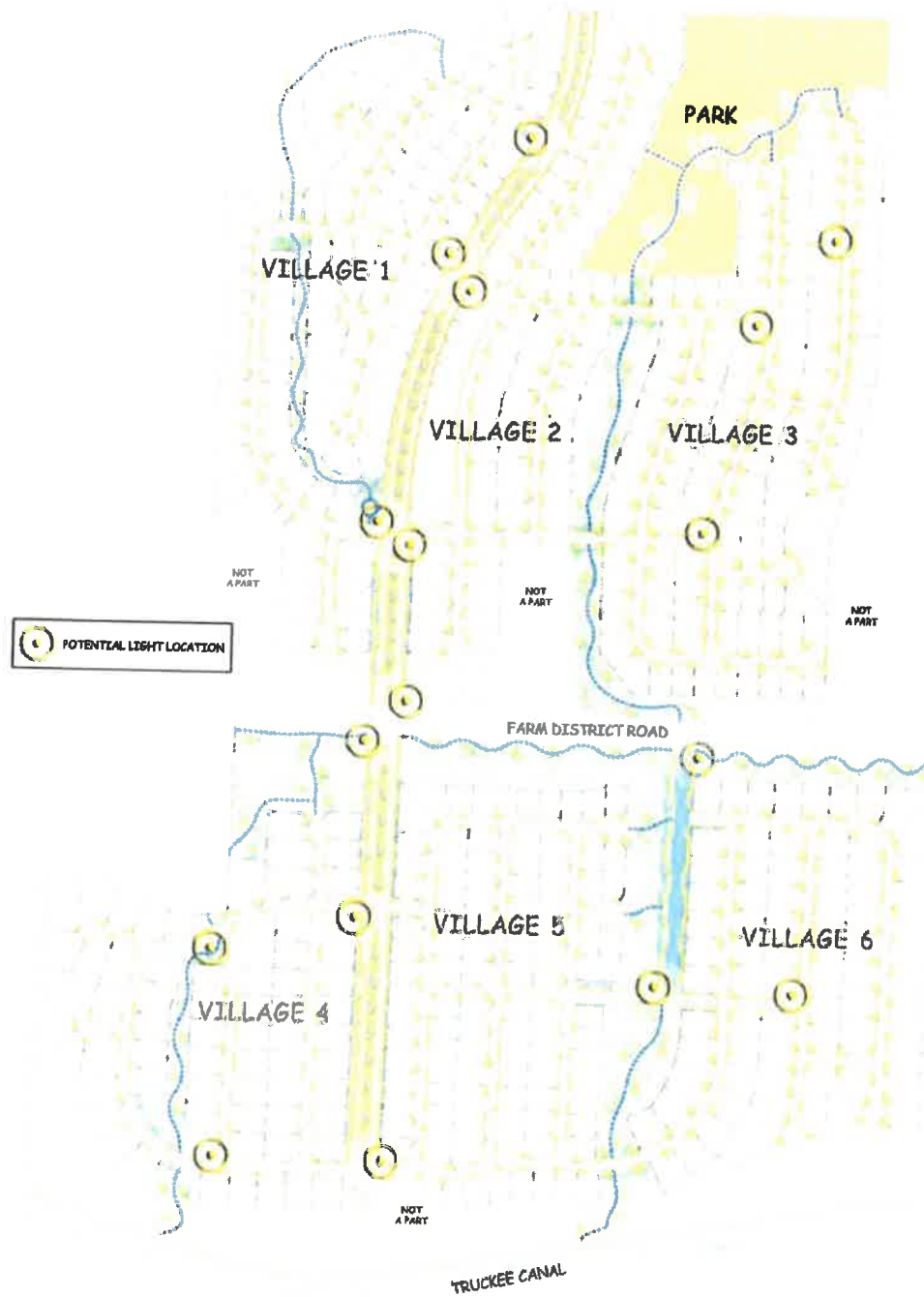


Exhibit 3.5 – Potential Street Light Locations

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3.5 Fencing Guidelines

There shall be three (3) types of fencing utilized within Friendly 5 Ranch. Fences should be carefully located to preserve visibility triangles at all intersections and driveways. Merchant builders shall produce a detailed Neighborhood Fencing Diagram for their parcel for approval by the DRC. The following diagram shall identify where different fence types shall be used throughout the Development.

Screen Wall:

The screen wall shall be located along the arterial roadway. The wall shall consist of CMU block or a pre-cast concrete alternative (as shown below) with decorative stone pilasters located at property corners (generally every 80 feet). The wall may include a combination of stone, wrought iron or other materials, subject to the approval of the Administrator.



Exhibit 3.6 - Screen Wall Example

Screen Fence:

The screen fence shall be located along Farm District Road and along the eastern side of the collector. Typically, screen fencing shall be provided on the rear or side lot lines where the lot is directly adjacent to the arterial/collector. There are circumstances within the Development where extensive common area/open space is located as a buffer between the lot and roadway. Please refer to Exhibit 3.10 for locations of the various fence types.

The screen fence shall consist of a 6-foot wood fence with a 2' x6" nailer board at the top and bottom of the fence with a 2" x 6" cap on top. The portion of the screen fence that faces Farm District Road, or an arterial or collector roadway will be stained for aesthetics. Examples of this type of screen fence are provided below.



Exhibit 3.7 - Screen Fence Example

Good Neighbor Fence:

Good neighbor fences are located on side and rear property lines between homes. Two types of good neighbor fence shall be acceptable within the Development and example photos are provided below. Good neighbor fences shall be 6-feet high cedar or redwood fencing material. Should a location within the development warrant the use of fencing that is resistant to horses, a combination of chain link behind the standard good neighbor fence shall used. The chain link shall be located on the exterior of the good neighborhood fence.



"Dog ear" Fence



"Cap" Fence

Exhibit 3.8 - Good Neighbor Fence Examples

Open View Fence:

Open view fencing shall be provided, typically, on rear property lines adjacent to common area and open space. The open view fence shall consist of a 3-rail split rail fence with an optional (subject to approval by the DRC) non-climbable black wire mesh attached. An example photo is provided below. Please refer to Exhibit 3.10 for open view fencing locations.

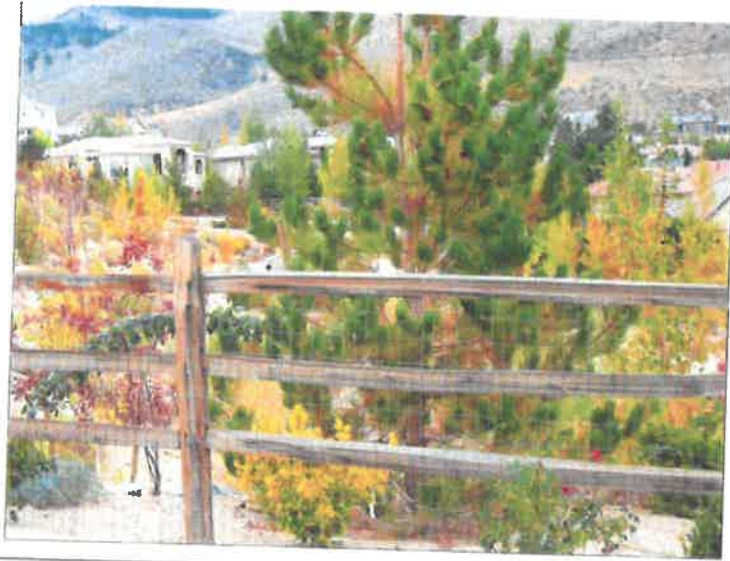


Exhibit 3.9 - Open View Fence Example

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Exhibit 3.10 -Fencing Locations

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3.6 Construction Standards

3.6.1 Construction Hours

Construction activities at the Development may commence no earlier than 7:00 a.m. and must cease no later than 7:00 p.m., Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday and Sunday. For purposes of this handbook, construction activities include any start-up of machinery back up beepers, cutting wood, pounding, nails, earth moving, etc. which involves material noise to any adjoining residence or business. The foregoing limitations shall not be applicable to any activities involving dust control procedures pursuant to the Dust Control Plan, as hereinafter defined, vehicle or equipment fill or dirt, or in the event of any activity in response to an emergency situation at the Development. Notwithstanding the foregoing, the parties acknowledge that the Friendly 5 Ranch may submit a plan to the City for approval by the administrator for temporary periods of construction activities beyond the hours of construction listed above, in the event it becomes necessary to complete water production wells, concrete placement, and paving or other similar construction activities. Such plan must include a statement of need and issue and may include temporary construction lighting, but shall provide for reasonable mitigation from such lighting and noise for surrounding residences and / or businesses.

3.6.2 Traffic Control Plan

Prior to the commencement of any construction activities at the Development, the Friendly 5 Ranch, or its contractor (the "Contractor"), shall submit a plan for the orderly control and regulation of construction related traffic at the Development including, without limitation, the procedures relating to safety of public traffic, to the extent thereof, and emergency access through the Development, during the course of construction, to the City Public Works Director for approval. Upon approval, such plan shall be referred to as the "Traffic Control Plan" and shall be deemed a part of this Handbook. The F5 Ranch shall use reasonable efforts to maintain two-way traffic throughout the construction process with a maximum delay of fifteen (15) minutes, with the public roadway open to two-way traffic at the conclusion of each working day, except to the extent the City Public Works Director approves the temporary closure of portions of the roadway due to public safety considerations. The Traffic Control Plan shall also set forth the intended haul routes from time to time for dirt moving during the course of construction in order to avoid excessive loan on sewer and water lines in the Development and the areas adjoining the Development. No construction activities may occur prior to the approval of the Traffic Control Plan. As construction progresses through the various phases of the Development, it is anticipated that the Traffic Control Plan, including haul routes will require certain changes from time to time. Prior to deviation from the approved Traffic Plan or haul routes, the Friendly 5 Ranch or the Contractor shall submit a revised Traffic Plan to the City Public Works Director for its review and approval, which shall, upon such approval, become the governing Traffic Plan for the Development. The Contractor shall maintain the roadway surface in a condition satisfactory to the City Public Works Director throughout the course of construction.

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3.6.3 Dust Control

Prior to the commencement of any construction activities at the Development, the Friendly 5 Ranch or its contractors shall submit to the State Health Department and the Nevada Department of Environmental Protection (the "Health Agencies") a plan for dust control at the Development, which shall be in accordance with the requirements of Nevada law including, without limitation, the pollution control and NPDES regulations of the Nevada Department of Environmental Protection. Such plan, when approved by the Health Agencies, shall be referred to herein as the "Dust Control Plan" and shall be deemed a part of this Agreement. The F5 Ranch shall, and shall cause its contractors to agree to, comply in all material respects with the Dust Control Plan and any modifications thereto required during the course of construction of the Development shall be submitted to the Health Department for approval, which, when approved, shall become a part of the Dust Control Plan under this Handbook.

3.6.4 Builder Construction Practices

Construction Limitations

Where construction activities occur adjacent to an existing residential or recreational parcel, the DRC may require the builder and/or owner to erect a fence to screen that activity. The location and design of the fence shall be approved by the DRC.

Erosion and sediment control measures shall be established and implemented to control runoff and contain silt within disturbed areas of the construction site.

Protection and stabilizing methods for preventing erosion of stockpiled soils shall be included with the landscape plan or grading plan submittal.

Construction and Delivery Hours For Builders

Construction and deliveries shall be permitted only between the following hours:

7:00 a.m. to 7:00 p.m., Monday through Friday
7:00 a.m. to 5:00 p.m., Saturday and Sunday

Construction and deliveries shall not be permitted on the following national Holidays:

New Years Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Christmas Day

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The DRC reserves the right to require special noise attenuation procedures for construction or delivery activities which disturb existing residents or affect special project-related events.



Chapter 4 **Infrastructure and Public Services**

4.1 Access and Circulation

Access to Friendly 5 Ranch is provided via Farm District Road to both the north and south portions of the Development. A roadway and pedestrian pathways network has been designed to provide adequate and safe access into and through the Development for both vehicles and pedestrians. The following identifies the hierarchy of both vehicular roadways and pedestrian pathways through the Development.

4.1.1 Roadway System

The hierarchy for roadways shall be as identified below and depicted within Exhibits 4.1 through 4.5 on the following pages. All roadways shall be constructed per the City of Fernley Public Works Design Standards Manual.

Arterial Streets:

The main north/south roadway spine located on the northern portion of the Development shall be classified as an "arterial roadway" as identified within the City of Fernley Public Works Design Standards Manual. The arterial roadway consists of an 80-foot right of way including a 14-foot landscaped median and a minimum 10-foot parkway on both sides (including a meandering 4-foot sidewalk). The arterial roadway will provide for four (4) 12-foot travel lanes and two (2) 9-foot bike lanes at final build-out. The interim roadway will include a 12-foot travel lane and 9-foot bike lane on both sides with a 38-foot median until such time as four lanes are warranted and constructed by the City. The arterial roadway will be stubbed into the Bureau of Reclamations parcel for future connection to U.S. Highway 50, through the future school/park complex.

Utilities will be included within the right-of-way where possible. Where this is not feasible, Public Utility Easements (PUE's) shall be included within the 10-foot parkways on either side of the roadway.



Exhibit 4.1 – Street Network

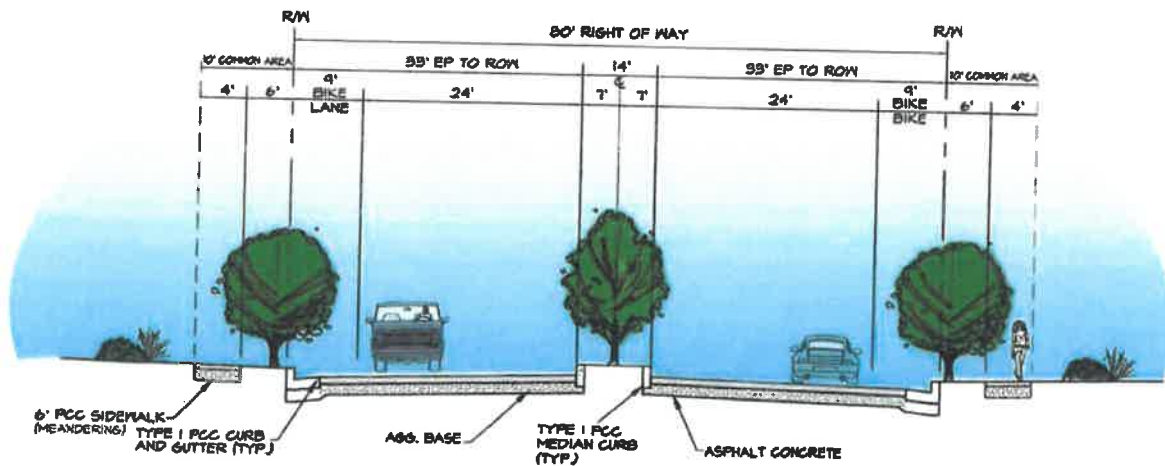


Exhibit 4.2 - Arterial Street Section (Buildout)

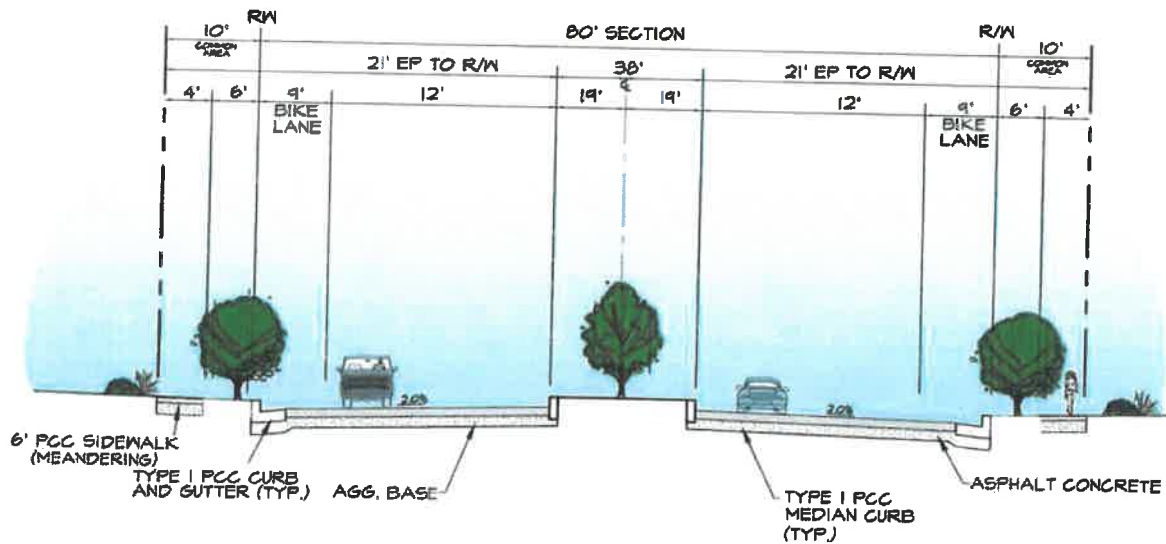


Exhibit 4.3 - Arterial Street Section (Interim)

Collector Streets:

The easer entry roadway to the southern portion of Friendly 5 Ranch is classified as a collector roadway. The collector street shall provide for a 60-foot overall right-of-way. Common area bounds either side of the collector street and will offer opportunities to separate the sidewalk on either side of the street with parkway planters.

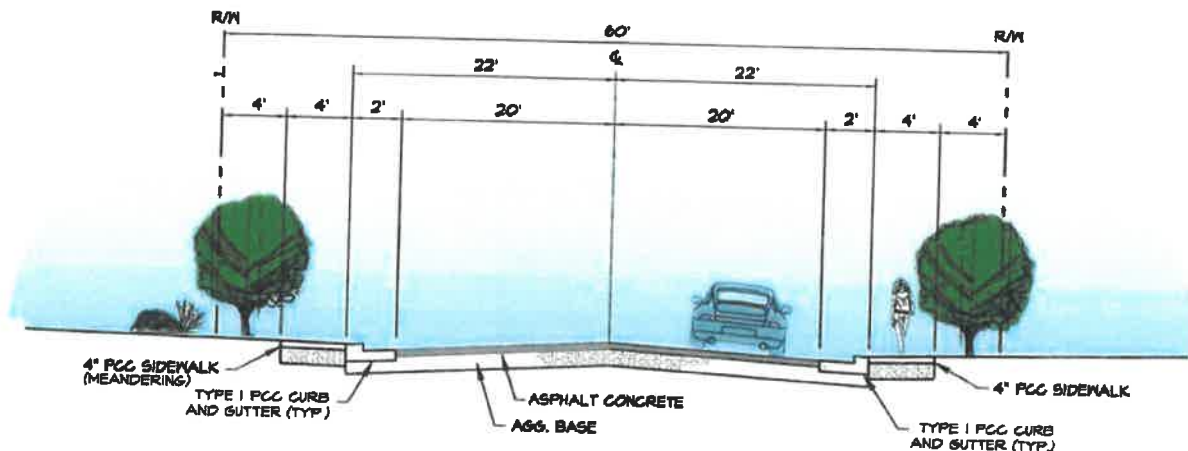


Exhibit 4.4 - Collector Street Section

Local Streets:

Local streets make up the predominance of the proposed roadways within F5 Ranch. Each local street shall be constructed per the City of Fernley standard 50-foot right-of-way section. The sidewalk shall be placed at the back face of the curb.

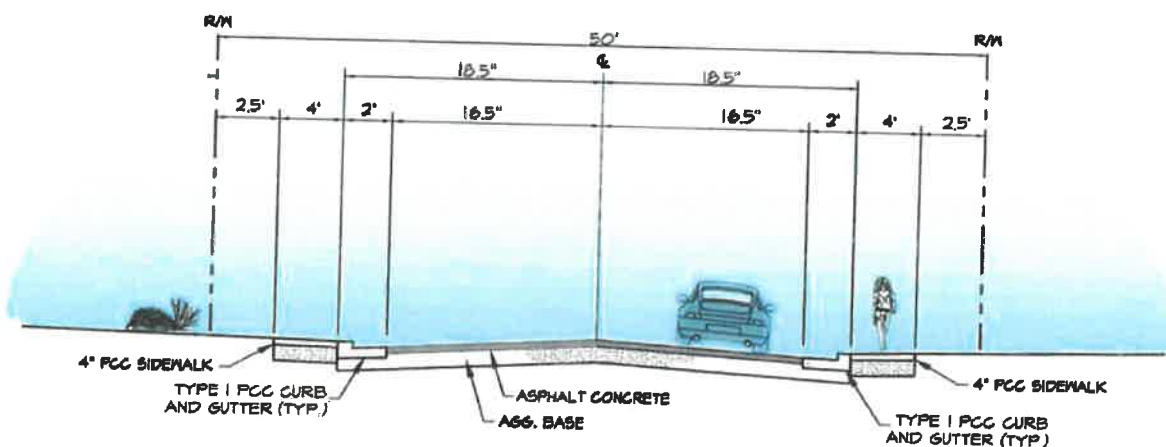


Exhibit 4.5 - Local Street Section

4.1.2 Pedestrian Circulation System

As with the roadways within Friendly 5 Ranch, the pedestrian facilities will also have a hierarchy of classifications. Pedestrian facilities include a mix of concrete sidewalks (both at the back of curb and separated by a parkway), and pedestrian trails. On the following pages, Exhibit 4.6 identifies the varying classifications and their relative location within the Development.



Exhibit 4.6 – Pedestrian Circulation

Sidewalks:

Sidewalks shall be provided on both sides of all roadways within the Development and shall be 4-feet in width, constructed of Portland cement concrete. Sidewalks shall allow for foot traffic only.

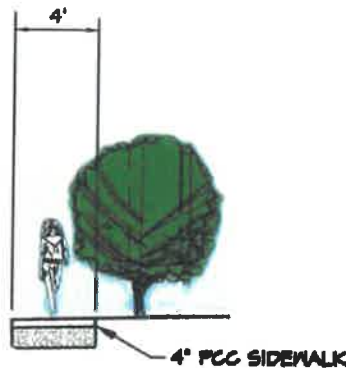


Exhibit 4.7 - Portland Cement Concrete Sidewalk Detail

Pedestrian Trail:

The pedestrian trail is primarily located within "semi-formal" common areas/open space. Pedestrian trails shall be provided for both pedestrian and non-motorized vehicle travel only. Equestrian use of pedestrian trails is prohibited. The pedestrian trail consists of a 6-foot wide asphalt, concrete, or acceptable alternative (at the discretion of the administrator) surface pathway.

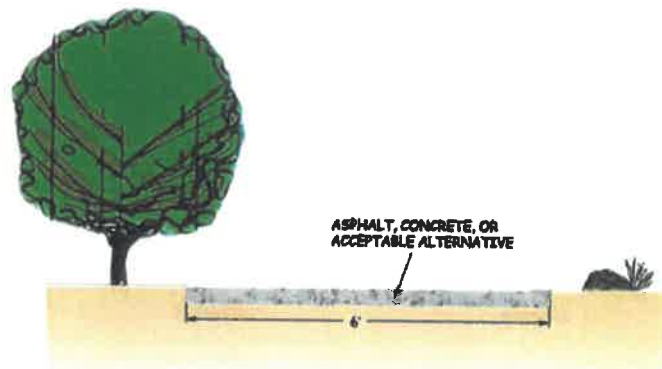


Exhibit 4.8 - Pedestrian Trail Detail

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4.2 Utilities

All utilities provided in Friendly 5 Ranch shall be subject to the standards and specifications identified in the City of Fernley Public Works Design Standards Manual.

4.2.1 Water Service

The City of Fernley shall be the water purveyor for the Friendly 5 Ranch. Appropriate water rights sufficient to serve the Development will be dedicated by the developer at the time of Final Map. The proposed project will be served by an existing 18" water line located in Farm District Road and operated by the City of Fernley. Because the project is located on both the north and south sides of Farm District Road, multiple taps off the 18" line can be expected.

The estimated residential demand is anticipated to be approximately 602± AF/year.

4.2.2 Sanitary Sewer Service

The project is proposed to sewer via a network of gravity mains to a lift station that will be located at the northwest corner of the project, where it will then be pumped in a force main to the wastewater treatment facility.

It is estimated that 538± homes will generate a peak hour demand of approximately 556,830 gallons/day. A detailed sewer report is provided within Supplemental Reports included with this Handbook.

4.2.3 Storm Drainage

The Development is located within a Shaded X flood zone as identified by FEMA. With the exception of roadside ditches and culverts on Farm District Road, there are no storm drain facilities in the vicinity of the Development. Storm water runoff generated from developed surfaces will be collected and routed to on-site retention basins via gutters, catch basins, and storm drains. Storm water management facilities will be installed as each phase of the Project is developed. As the site generally slopes to the north, retention basins will be located at the northern boundary of each developed area. Open spaces will be graded toward a meandering low point in the middle to collect and retain runoff generated within its boundaries. Storm water runoff within the Development will not drain to the Bureau of Reclamation's parcel directly north of the site.

4.2.4 Natural Gas Service

Southwest Gas owns and operates a 4" gas main located in Farm District Road that is of adequate size to serve the proposed project. As with the water system, multiple taps off the main is expected to serve the project. Natural gas shall be provided to every residential lot. Final design and location shall be coordinated with Southwest Gas.

F5

4.2.5 Electrical Service

The project is adjacent to a network of overhead power lines operated by Sierra Pacific Power Company that includes both transmission and distribution lines. The project itself will be served with an underground electric system consisting of conduit, vaults and distribution cabling. Final locations and distribution design shall be provided by Sierra Pacific Power Company.

4.3 Fire Protection and Emergency Services

The project is located within the North Lyon County Fire District, approximately 4.1 miles by way of travel from the nearest fire station located on Main Street. A hierarchy of collector and local level streets are provided within the Development, designed such that minimum turning radii and maximum cul-de-sac lengths as identified by the City of Fernley Public Works Design Manual have been adhered to.

4.4 Schools

Currently, the Friendly 5 Ranch site is zoned for students to attend Cottonwood Elementary, Fernley Intermediate, and Fernley High Schools. Additionally, the Development is located adjacent to a Bureau of Reclamations parcel of which the City of Fernley is currently negotiating purchase of the property for future use as schools and parks sites. Currently, a conceptual development plan has been prepared by a consultant for the City identifying several potential school sites, which may include elementary, middle, and high school facilities, in addition to several park sites. The open space and trail network proposed within F5 Ranch foster safe routes for these potential future schools and parks and the Development promotes walkability for both Friendly 5 Ranch and surrounding residents.



FRIENDLY 5 RANCH

Chapter 5

Appendix

F5

Appendix A
Glossary

F5

Glossary

ACCESSORY DWELLING	Accessory dwelling means a secondary dwelling unit located in, attached to, or in a separate accessory structure on the same lot as main dwelling for use as a complete independent living facility
ACCESSORY STRUCTURES	Accessory structures means a tool or storage shed, shops, garages, playhouses or other similar uses.
ADMINISTRATOR	The Fernley Community Development Director or his designee shall be the Administrator hereinafter referred to individually or collectively as the "Administrator" of this process. The Administrator shall have the principal authority to interpret and make decisions based on the plans, and standards contained herein which are in accordance with the scope of the responsibilities granted to them in City of Fernley Development Code.
AMENITY	Landscaped open space, landscaped trail, and landscaped common area (excluding streetscape).
AVERAGE DAILY TRAFFIC (ADT)	"Average daily traffic" (ADT) is the total volume of vehicles in both directions during a given time period (in whole days), greater than one day and less than one year, divided by the number of days within that time period.
BUILDING	"Building" means any structure having a roof supported by columns or walls used for the enclosure of persons, animals, or chattel, but not including a trailer coach or mobile home.
BUILDING FOOTPRINT	"Building footprint" is the area encompassed by the exterior walls of a fully enclosed dwelling unit, garage, or other structure.

F5

BUILDING HEIGHT

"Building height" means vertical distance from the average level of the highest and lowest points of that portion of the lot covered by the building to the ceiling line of the topmost floor.

BUILDING MASSING

"Building massing" means the three-dimensional bulk and scale of a building.

BUILDING SETBACK

"Building setback" means the distance between the property line and the nearest portion of the structure on the property.

BUILDING SETBACK PROJECTIONS

Projections into the building setbacks may be allowed under the following circumstances with the approval of the Design Review Committee (DRC). Fireplaces, chimneys, greenhouses, eaves, window bays and wall pop-outs may project into the building setback. The encroachment into the setback shall not be more than 25 square feet and the depth of the encroachment shall not be more than 2.5 feet. All encroachments shall comply with the Uniform Building Code requirements

CHILD DAY CARE

"Child day care" means any place or homes, institution or establishment in which children are received, cared for or maintained for any period of time with or without compensation.

COMMON AREAS

"Common Areas" means those portions of the project site which do not fall within a residential or commercial parcel and will ultimately be owned and maintained in "common" by the Homeowners Association.

DENSITY, GROSS

"Gross Density" means the ratio of total number of dwelling units to the total land area contained within the application.

F5

DENSITY, NET

"Net Density" is the ratio of the total number of dwelling units or lots contained within privately held land to the amount of area within that privately held land, excluding roadways.

DESIGN REVIEW COMMITTEE (DRC)

The "DRC" will consist of a committee of individuals appointed by the land owner or Homeowner's Association to review issues of planning, architecture and landscape design related to this project.

DWELLING

"Dwelling" means any building or portion thereof used exclusively for residential purposes, but shall not include hotels, clubs, boarding or rooming houses, fraternity or sorority houses or mobile homes.

DWELLING UNIT

"Dwelling unit" means one or more rooms in a building or apartment used for occupancy by one family (including necessary employees of such family) for living or sleeping and having only one kitchen.

EASEMENT

"Easement" is the right of one party to use the land of another for a specified purpose or purposes.

EXTERIOR SIDE SETBACK

"Exterior Side Setback" is defined as the side yard adjacent to a street on a corner lot.

GARAGE, PRIVATE

"Private Garage" means the space intended for or used by the private vehicles of families resident upon the lot.

HEDGEROW

"Hedgerow" means a linear common area used for landscaping and pedestrian circulation to connect to a trail.

LOT

"Lot" means a distinct part of parcel of land divided with the intent to transfer ownership or for building purposes which abuts upon a means of access.

F5

LOT DEPTH

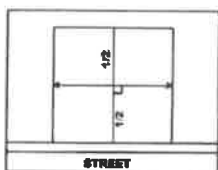
"Lot Depth" means the distance between the front and rear lot lines.

LOT FRONTAGE

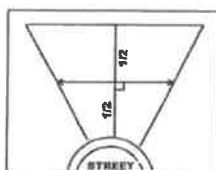
"Lot Frontage" means the narrowest lot dimension fronting on a street or access.

LOT WIDTH

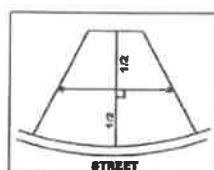
"Lot Width" means the distance between the side lot lines measured at right angles to the lot depth at the midpoint between the front and rear line. This is where minimum lot width is measured.



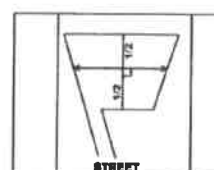
Lot Width on "Rectilinear" Lot



Lot Width on "Cul-de-Sac" Lot



Lot Width on "Wedge Lot"



Lot Width on "Flag" Lot

LOT LINES

"Lot Lines" are the property lines bounding the lot.

NATIVE VEGETATION

"Native Vegetation" means plant materials indigenous to the region surrounding Fernley, Nevada.

OPEN SPACE

"Open Space" is the area of land designated for trails, landscaping, and public facilities that may be either dedicated to a public agency or retained by the Home Owners' Association.

PARCEL OF LAND

"Parcel of land" means any unit or contiguous units of land, in the possession of or recorded as the property of one owner.

PERMITTED USE

"Permitted use" means the allowed use of land within a land use designation.

PUBLIC FACILITIES

"Public Facilities" means public safety and service facilities and public utility structures.

RECREATIONAL VEHICLE

"Recreational vehicle" means a vehicular type unit primarily designed as temporary living quarters for travel, recreational, or camping use which may be driven or towed on a highway, and which may be self-propelled, mounted upon, or drawn by a motor vehicle. Recreational vehicle includes any travel trailer, camping trailer, motor home, jet skis, pickup coach, or slide-in camper.

RIGHT-OF-WAY

"Right-of-way" means land which by deed conveyance, dedication, or process of law is reserved for use by the general public for roadway improvements, drainage facilities, and other public utilities.

SINGLE-FAMILY DWELLING

"Single-family dwelling" means a building containing one kitchen designed or used or designed and used to house not more than one family, including necessary employees of such family.

SITE

"Site" means a parcel or combination of parcels or lots which share a common development plan or which are dependent upon one another for access, parking or utilities.

STREET

"Street" means a public or private thoroughfare, which affords a primary means of access to abutting property.

STRUCTURE

"Structure" means any construction except a tent, trailer, mobile home or vehicle.

TRAIL

"Trail" means a developed pathway that will accommodate pedestrian and non-motorized traffic (i.e. bicycles).

F5

YARD

"Yard" means an open space on the same lot or parcel with the building, extending from the building to the nearest lot line.

YARD, EXTERIOR SIDE

"Exterior yard" means the yard lying between the wall of the main building and the property line fronting on the street side where the front yard is the shorter side.

YARD, FRONT

"Front yard" means the yard lying between the front wall of the main building and the front property line and extending across the full width of the lot or parcel on the street or access road.

YARD, REAR

"Rear yard" means the yard between the main building and the rear line and extending across the full width of the lot of parcel.

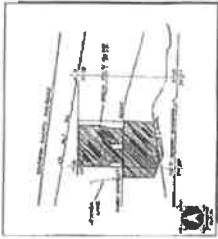
YARD, SIDE

"Side yard" means the yard lying between the side lot line on both sides of the main building and extending the front yard line to the rear yard line on both sides.

F5

Reduced Tentative Map Set

FRIENDLY 5 RANCH TENTATIVE MAP LOT AND BLOCK PLAN

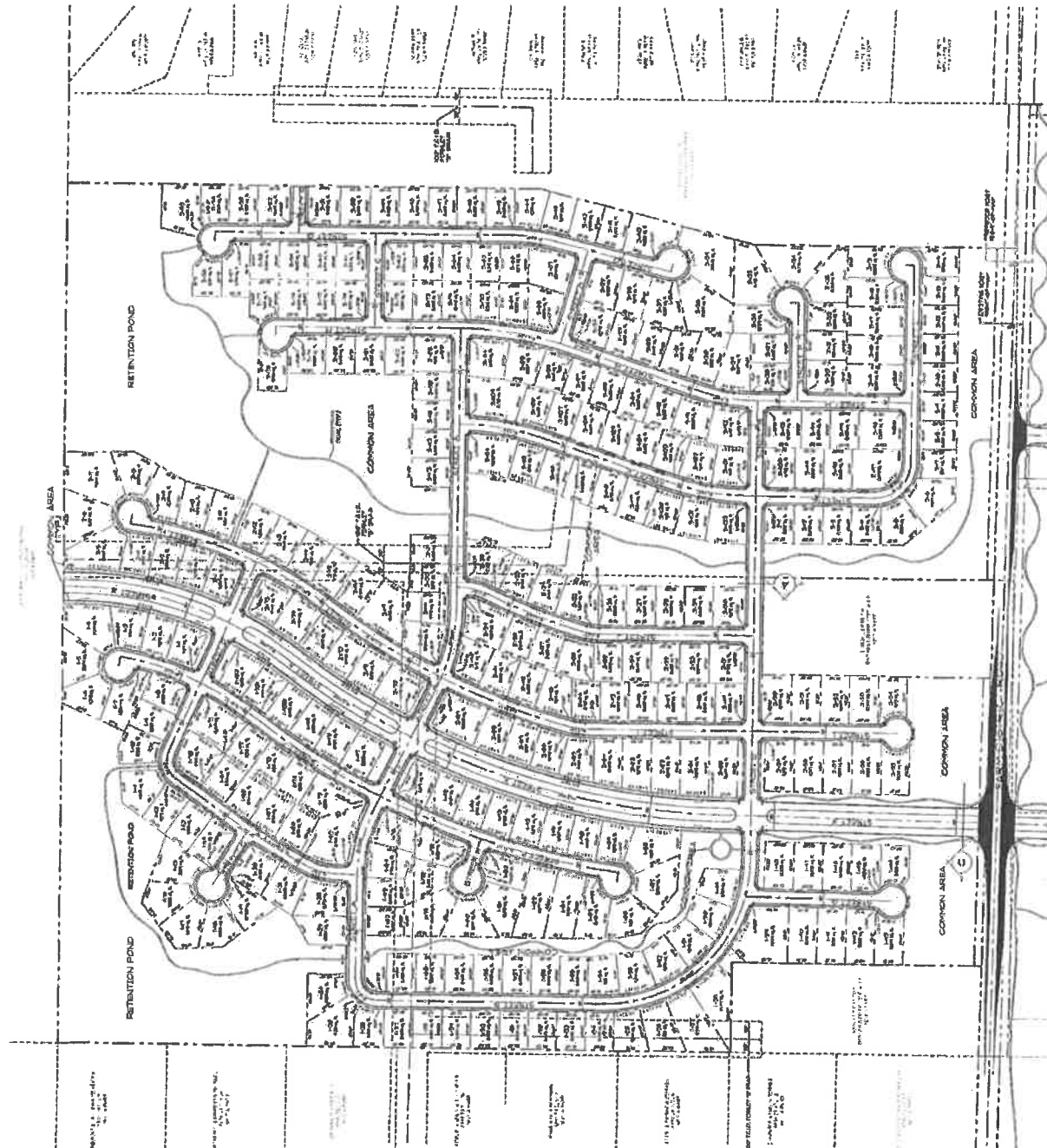


PROJECT NOTES

SITE INFORMATION
 TOTAL LOT AREA = 103.00 ACRES
 TOTAL SITE AREA = 249.40 ACRES
 RIGHT OF WAY AREA = 25.00 ACRES
 COMMON AREA = 10.00 ACRES
 COMMON AREA = 10.00 ACRES
 PROJECT DENSITY = 1
 HOUSE DENSITY = 25 DWS/A
 LOT DENSITY = 2.11 DWS/A
 LOT DIMENSION
 MINIMUM LOT SIZE = 1.00 ACRES
 MAXIMUM LOT SIZE = 2.00 ACRES
 MINIMUM LOT AREA = 1.00 ACRES
 MINIMUM LOT AREA = 1.00 ACRES

ENGINEERS EIA ELEMENT

1. THE ENGINEER HAS REVIEWED THE TENTATIVE MAP AND BLOCK PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT.



FRIENDLY 5 RANCH
LOT AND BLOCK PLAN



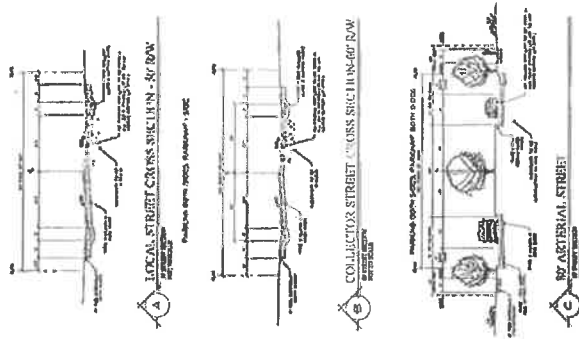
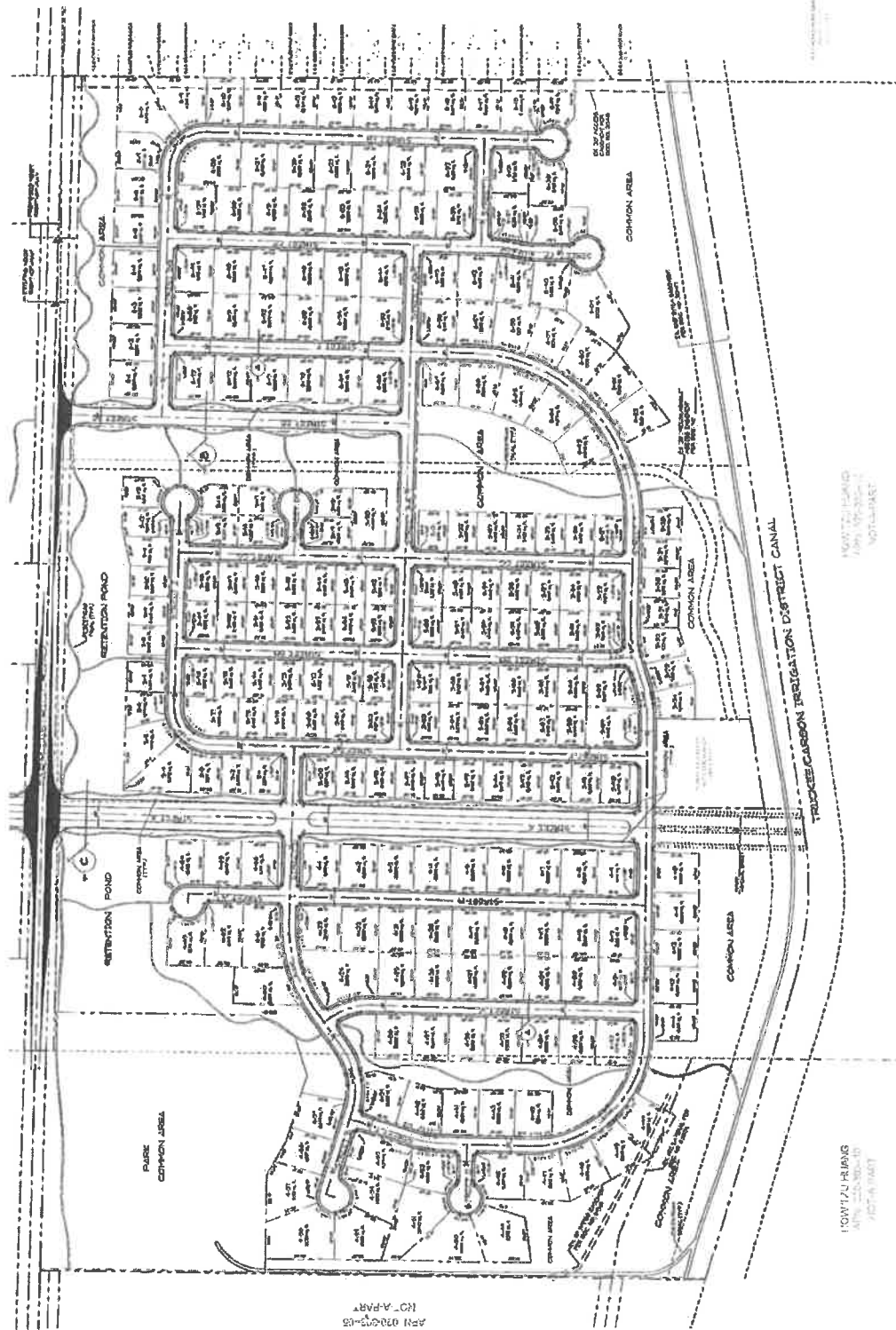
WOOD RODGERS
 ASSOCIATES, INC.
 10000 W. 10TH AVE.
 SUITE 100
 DENVER, CO 80231
 (303) 733-1000
 FAX (303) 733-1001

1/27/01 SHEET L-1 OF 6



FRIENDLY 5 RANCH

TENTATIVE MAP LOT AND BLOCK PLAN



FRIENDLY 5 RANCH
LOT AND BLOCK PLAN

WOOD RODGERS
CIVIL ENGINEER
1000 S. 10TH AVE., SUITE 100
RENO, NV 89501
PHONE: 775-825-4000
FAX: 775-825-4000
1997/01

19 JANUARY 2005
SHEET L-2 OF 6

FRIENDLY 5 RANCH TENTATIVE MAP GRADING PLAN



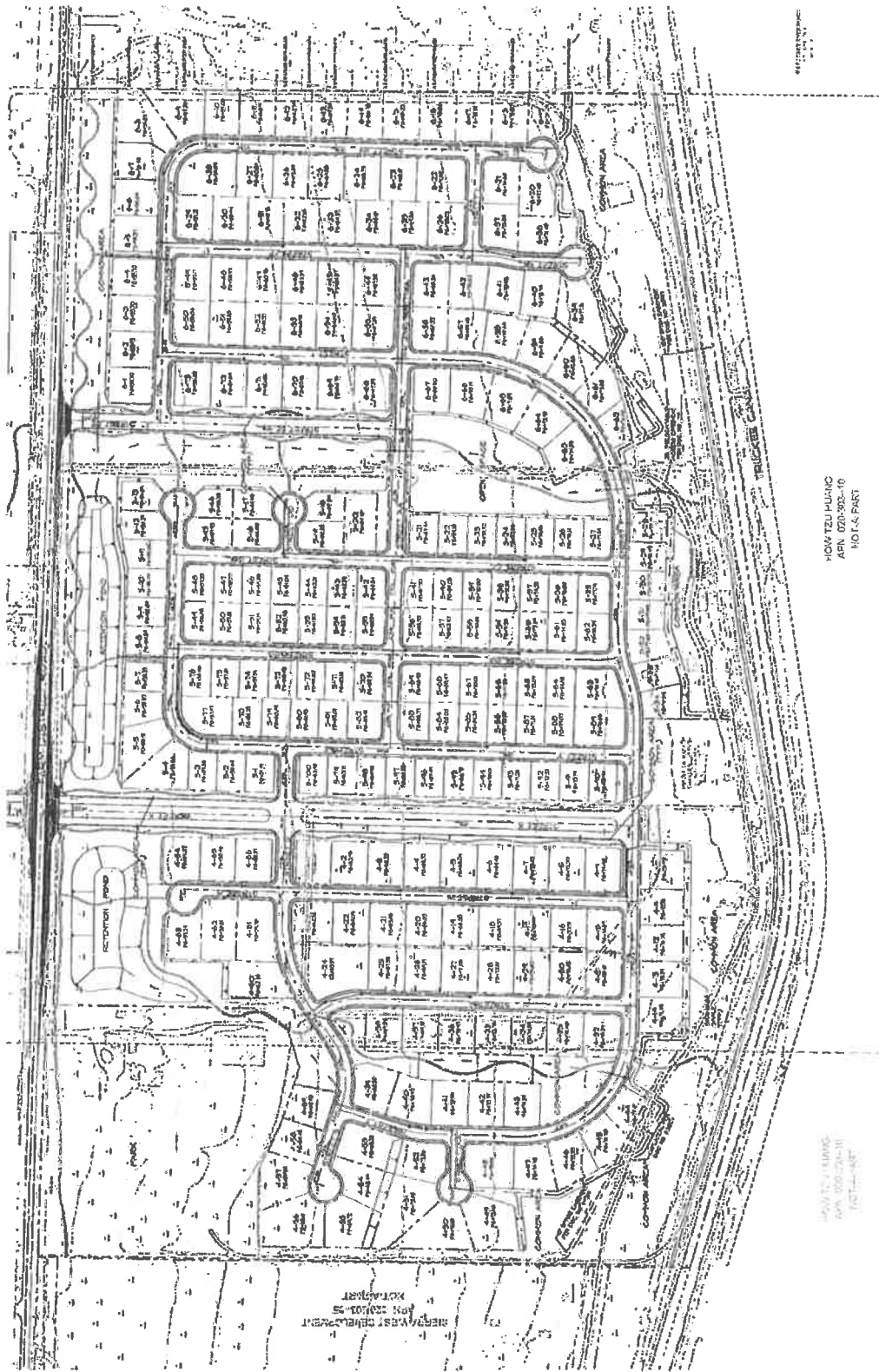
FRIENDLY 5 RANCH
GRADING PLAN



WOOD RODGERS
CONSULTING ENGINEERS & ARCHITECTS
P.C.
17150 E. 1st Avenue, Suite 100
Denver, CO 80231
TEL: 303.755.4000
FAX: 303.755.4001
WWW.WOODRODGERS.COM

1997/01
SHEET 6-1 OF 3

FRIENDLY 5 RANCH TENTATIVE MAP GRADING PLAN



HOW TUI HUANG
APN 020-905-10
NOT A PART

HOW TUI HUANG
APN 020-905-10
NOT A PART

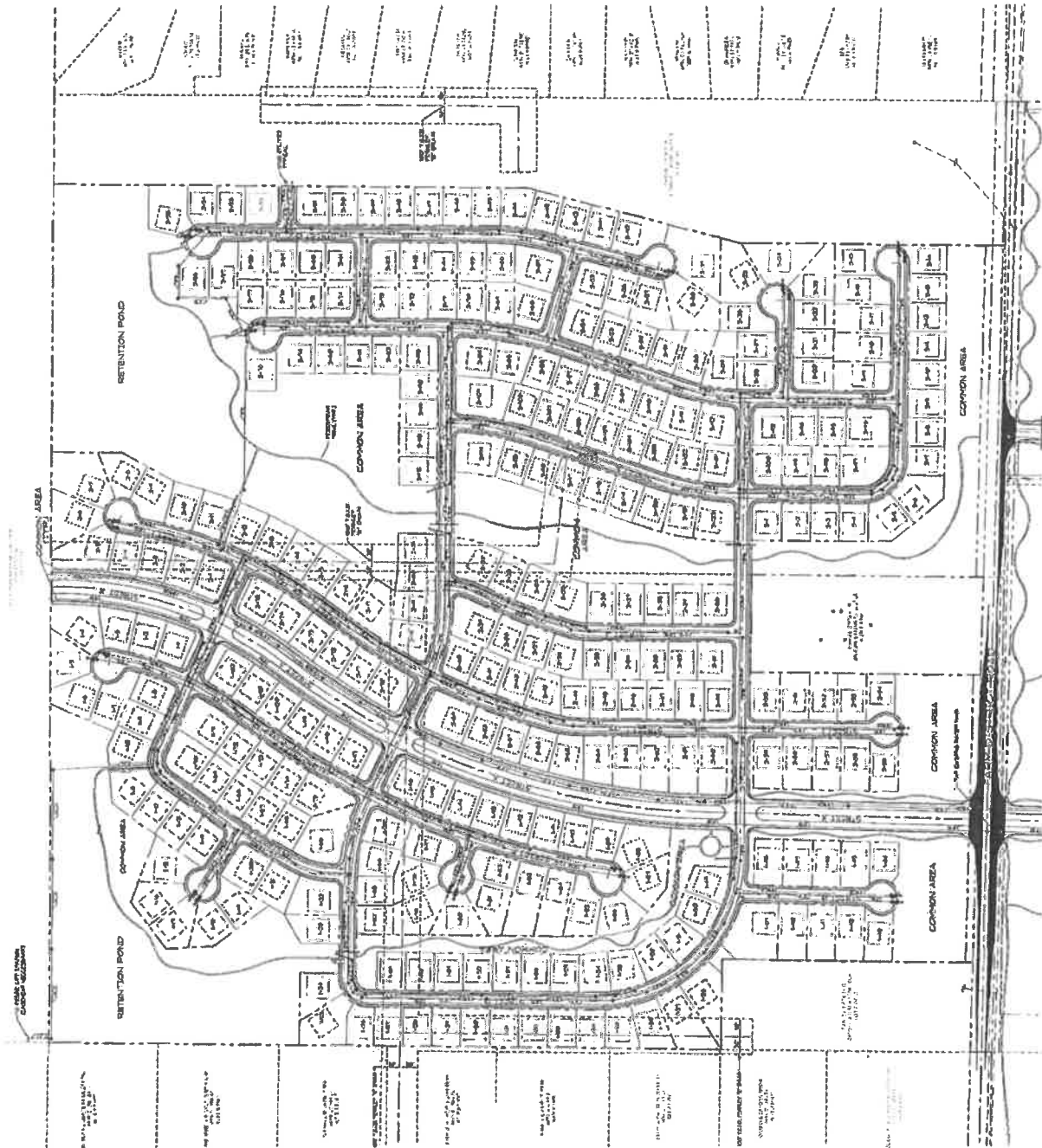


FRIENDLY 5 RANCH
GRADING PLAN

WOOD RODGERS
ENGINEERING & PLANNING
1717 17TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.8800
FAX: 303.733.8801
WWW.WOODRODGERS.COM
1/17/2011

SHEET G-2 OF 6

FRIENDLY 5 RANCH TENTATIVE MAP UTILITY PLAN



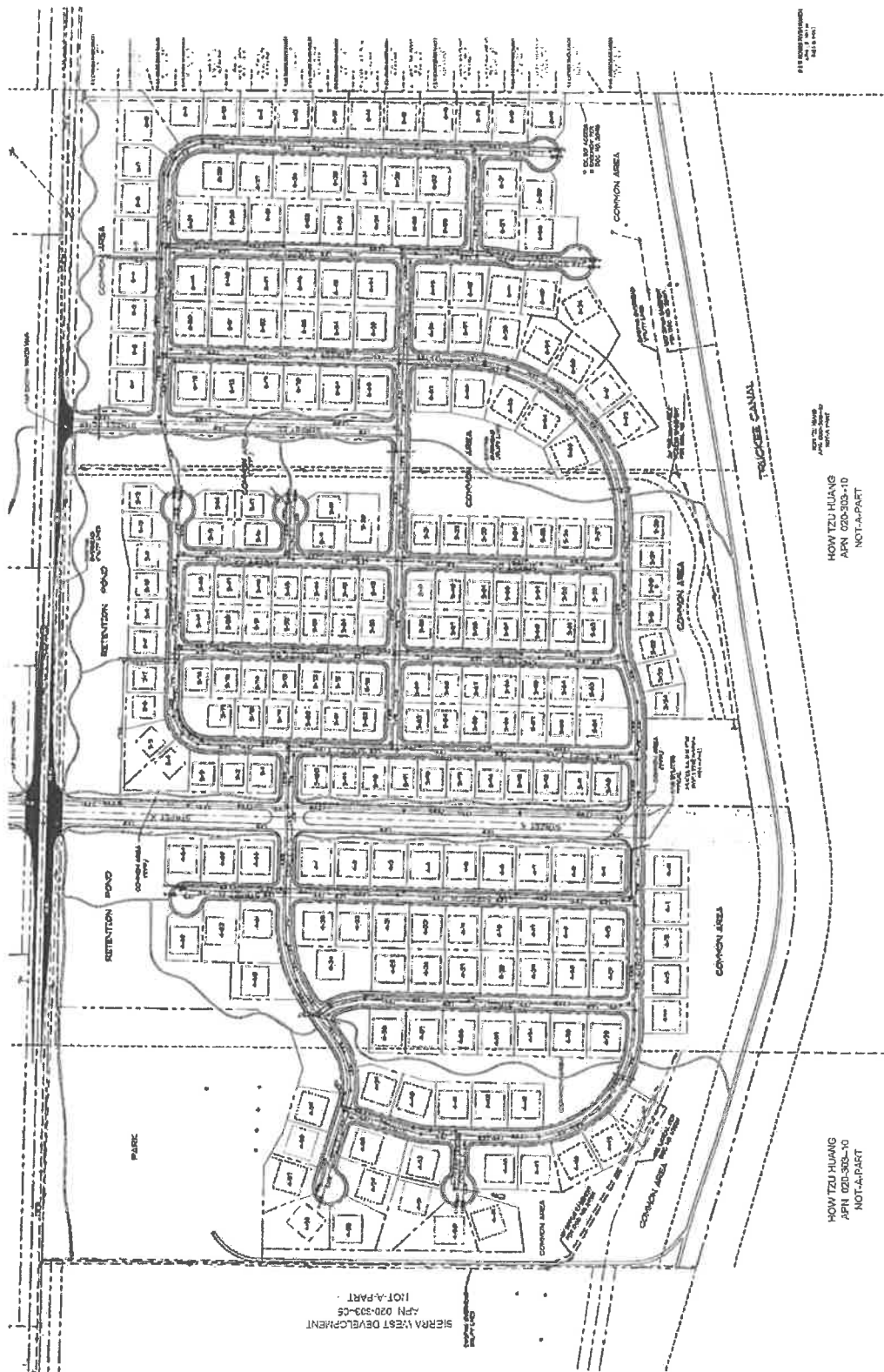
FRIENDLY 5 RANCH
UTILITY PLAN



WOOD RODGERS
ENGINEERING • PLANNING • LANDSCAPE ARCHITECTURE
1000 WEST 10TH STREET
ANN ARBOR, MI 48106
TEL: 734.763.4000
FAX: 734.763.4000

1737.001
DECEMBER 2005
SHEET 01 OF 6

FRIENDLY 5 RANCH TENTATIVE MAP UTILITY PLAN



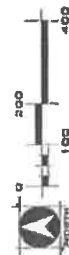
SIERRA WEST DEVELOPMENT
APN 020-503-05
NOT-A-PART

HOW Tzu HUANG
APN 020-508-10
NOT-A-PART

HOW Tzu HUANG
APN 020-503-10
NOT-A-PART

APN 020-508-10
NOT-A-PART

APN 020-503-05
NOT-A-PART



FRIENDLY 5 RANCH
UTILITY PLAN

WOOD RODGERS
ENGINEERING & ARCHITECTURE
1000 S. GATEWAY AVENUE
P.O. BOX 1000
PACIFIC, WA 98043
PHONE: 360.882.1111
FAX: 360.882.1112
WWW.WOODRODGERS.COM

DECEMBER 2005
SHEET U-2 OF 6



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-395-910, 520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Approve the Will-Serve Request from Norman Ventures NV, LLC (GNCU) for .01 ERCs for Water and .36 ERCs for Sewer for Greater Nevada Credit Union TI for Lyon County Parcel 021-232-67 located on East Newlands Fernley, NV 89408

AGENDA ITEM BRIEF:

1. Krazy Fruit (Norman Ventures NV, LLC (GNCU) is seeking a Will-Serve for GNCU tenant improvements in Fernley, NV 89408.
2. This project requires .01 ERCs of water, which is equal to .011 acre-ft, for water and .36 ERCs for sewer for Krazy Fruit tenant improvements.
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 Request from Krazy Fruit (Norman Ventures NV, LLC (GNCU) for .01 ERCs for Water and .36 ERCs for Sewer for Greater Nevada Credit Union TI for Lyon County Parcel 021-232-67 located on East Newlands Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

PROJECT SUMMARY:

Krazy Fruit is seeking a will-serve of .01 ERCs for Water and .36 ERCs for Sewer for tenant improvements for Lyon County Parcel 021-232-67 located on East Newlands Fernley, NV 89408.

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 \$85.00 The water connection fee for this project is \$700.00 and the sewer connection fee is \$1,800.00 both of which will be required to be paid before issuance of the will-serve commitment.

BACKGROUND:

As of December 2022, Greater Nevada Credit Union had a beneficial interest of 1.53 AF. The applicant used the remaining ERCs that weren't used from their last approved will serve from August 2022. After using the remaining ERCs, GNCU had .01 ERC of water and .36 ERCs of sewer.

In September 2022, the applicant requested that we revise the approved will serve from August 2022 to reflect the changes to their plans to reduce facilities within their tenant improvement. This left GNCU a remaining .23 ERCs for water and 0.8 ERCs for sewer. The owner will be able to apply these remaining ERCs to their next will serve.

In August 2022, Greater Nevada Credit Union had a beneficial interest of 1.87 AF. A portion of that went towards tenant improvements to Great Nevada Credit Union for additional office space at a Lyon County Parcel 021-232-67 located on East Newlands, parking lot of Walmart Fernley, NV 89408

After the issuance of this will serve Greater Nevada Credit Union will have 1.53 AF of water left for future development.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

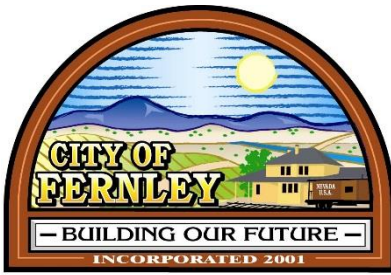
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2023.02.01 Will Serve Krazy Fruit (Norman Ventures (GNCU)



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: Krazy Fruit (Norman Ventures NV, LLC – GNCU) (Development/ project or property located at 1510 East Newlands (BLDG 3) Fernley, Nevada with .01 water connections and/or .36 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# 021-232-67

Fernley City Council Approved Will-Serve on Feb 1, 2023

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to authorize the execution of the water rights banking and dedication agreement with Steven L. Ball, APN 021-101-12 TCID serial number 1020-2 in the amount of 5.58 acre-feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Steven L. Ball, APN 021-101-12 TCID serial number 1020-2 in the amount of 5.58 acre-feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement Steven L. Ball, APN 021-101-12 TCID serial number 1020-2 in the amount of 5.58 acre-feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

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

Steven L. Ball is proposing to dedicate 5.58 acre-feet of water rights appurtenant to APN 021-101-12 (TCID Serial Number 1020-2) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Ball Dedication Agreement
2. Ball Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 20__ (this “Agreement”), by and between STEVEN L. BALL, an individual, (the “Dedicator”) and the CITY OF FERNLEY, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

1. **Dedication of Water Rights and Facilities.** The Dedicator hereby agrees to dedicate the Water Rights to the City. The Dedicator and the Assignee agree and understand that dedication of the Water Rights is a condition precedent to receiving a will-serve commitment for water utility service from the City. The parties further agree that:
 - (a) The quantity of surface or ground water rights reasonably necessary to ensure an adequate water supply to the subject property is independently determined by the City. The Dedicator and Assignee understand and agree that the determination of the quantity of surface or ground water rights necessary to serve any proposed development will be made at such time as the Dedicator or Assignee request a will serve commitment for the development in accordance with the ordinances, resolutions, statutes, standards, and policies in effect at the time the request for a

will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

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

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

A Five and Fifty-Eight one-hundredths (5.58) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1020-2. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-101-12 and further described in that certain Grant Deed recorded in the official records of Lyon County on March 22, 2002, as Document No. 258823.

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

- (a) As part of any dedication, the City will determine whether revegetation of formerly irrigated land is required, and if re-vegetation is required, the Dedicator of the water rights, or its assignee, will submit a plan for re-vegetation that will be reviewed and approved by the City.
- (b) A re-vegetation plan must be prepared by a qualified agricultural engineer or the equivalent and must outline the method by which permanent ground cover will be established. The re-vegetation plan shall provide for the application of a suitable seed mixture susceptible to natural germination in the climatic conditions existing

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

- (i) The City's written confirmation that the re-vegetation plan has been fully performed or
 - (ii) The Dedicator or its assignee, as the case may be, diligently and in compliance with the re-vegetation plan causes not less than two applications of the approved seed mixture to be placed upon the formerly irrigated land without success during a period of thirty (30) months following the date of dedication of the applicable water rights.
 - (c) The goal of a re-vegetation plan is to establish natural ground cover that will limit dust and erosion and can be sustained in Fernley's climatic conditions without human assistance.
 - (d) For each water right that is dedicated to the City of Fernley from land that it is determined by the City to require re-vegetation, the City of Fernley will hold back a portion of the water right, in an amount equal to ten (10) percent of the total water right, from the issuance of will serve commitments until the City of Fernley has approved the actual re-vegetation of the property at issue. Once the City of Fernley has approved the actual re-vegetation on a former place of use for a dedicated water right, the ten (10) percent portion of the Water Right held back pursuant to this section will be made available for future will serve commitments.
4. **Annexation.** If water utility service is requested by the Dedicator or the Assignee from the City outside the city limits of the City, and the Dedicator or the Assignee desires to use the Water Rights to satisfy the water right dedication requirements for water utility service, the City will determine whether it is appropriate to annex that property and will only provide water utility service if the area is annexed into the City.
- (a) If annexation is necessary, the Dedicator or the Assignee is responsible for any and all annexation costs and fees in the same manner as any other person or entity requesting that property be annexed to the City.
 - (b) If annexation is necessary, all line extensions, water distribution systems and upgrades shall be constructed to the standard required by the City, and the Dedicator or Assignee shall pay all hook-up fees and complete all required improvements that the City determines are reasonably necessary to service the property.
5. **Banking.** The Water Rights dedicated to the City under this Agreement shall be available for use in the satisfaction of the water right dedication requirement that is a pre-condition to receiving water utility service from the City. Once the water rights have been dedicated

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

- (a) During the term of this agreement, including any renewal period, the Dedicator and the Assignee may request will-serve commitments for water utility service from the City. The Water Rights that are held by the City pursuant to this Agreement may be used to satisfy the water dedication requirement that exists at the time of the request for the will-serve commitments.
 - (b) **Place of Will-Serve Commitments.** The Dedicator and the Assignee may request will-serve commitments for water utility service from the City anywhere within the City's water utility service area. Will-serve commitments may be requested for property to which the Water Rights are not appurtenant.
 - (c) **Assignment of Banked Credits.** The Dedicator's banked credits that are held in an account with the City may be assigned to an Assignee. Upon the execution of an assignment agreement with the Assignee, the City will allow the Assignee to receive the credits as satisfaction of the water right dedication requirement in existence when the Assignee applies for will-serve commitments from the City for water utility service.
 - (d) **City Consent to Assignment.** The assignment of banked credits includes the assignment of all rights and obligations under this Agreement and requires the consent of the City. An assignment of banked credits created by this Agreement is invalid without the City's consent. Consent may only be withheld by the City if the Assignee does not agree to comply with the terms of this Agreement. All fees and costs assessed against banked water rights, if any, shall be paid to the City prior to any assignment of banked credits. No assignment agreement will be valid unless and until such costs are reimbursed.
 - (e) **Reduction in Banked Credits.** The City will file an application to change the manner of use and place of use of the Water Rights to municipal uses in the City's water utility service area. If the State Engineer determines, or if appeal from such a ruling by the State Engineer determines, that the total number of acre-feet that can be used by the City for municipal uses in its water utility service area is less than the amount of Water Rights that are dedicated under this Agreement, the City will reduce the credits that are accounted to the Dedicator by the amount of the reduction in the State Engineer's ruling, or in the appeal from such a ruling.
6. **Change Applications.** Dedicator recognizes that the manner of use and place of use of the Water Rights must be changed to allow for municipal use in the City. Change applications that change the points of diversion, manner and place of use of the Water Rights will be prepared so that the Water Rights may be utilized for municipal purposes

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

- (a) At the option of the Dedicator, the City may prepare all required change applications.
 - (b) If the Dedicator elects to prepare the required change applications, they must be completed, along with appropriate maps and documentation, to the City's satisfaction and delivered to the City for submittal to the State Engineer by and on behalf of the City.
 - (c) The City shall pay all associated statutory fees relating to the filing and approval of the Change Application, including but not limited to the application filing fees, permit fees, and certificate fees.
7. **Use of Dedicated Water Rights.** Dedicator and Assignee agree and acknowledge that the City receives the dedication of Water Rights that are the subject of this agreement free and clear of any encumbrances or liens and that as a result of such dedication the City shall be the sole holder of legal title to such Water Rights. Accordingly, the City may perform any action that a holder of such Water Rights is legally allowed to perform including, without limitation, hypothecation, rental, or lease of the dedicated Water Rights to a third party; and any revenue collected pursuant to such agreements may be utilized by the City at its sole and complete discretion. The parties agree that the City may, by contract or written agreement, permit the use of the Water Rights by other governmental entities, public or private utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer service. The Parties agree that in exchange for the dedication of Water Rights pursuant to this Agreement, the Dedicator or Assignee shall have the ability, pursuant to Section 5, to use the dedicated Water Rights to satisfy the water right dedication requirement that is a pre-condition to receiving water utility service from the City, however, nothing in this agreement shall be construed as creating an encumbrance or lien on the title of the dedicated Water Rights in favor of Dedicator or Assignee. The Parties further agree that the City reserves the right to satisfy its obligation to provide water service to Dedicator or Assignee in any manner that the City, at its sole discretion and consistent with Nevada Law and the Fernley Municipal Code, determines best serves the interests of the City water system.
8. **Facilities Standards.** Any facilities that are subject to this Agreement shall be designed and constructed in accordance with standards and other requirements prescribed by the City as a condition to provision of water utility service.
9. **Approval of Service Conditional.** Every will-serve notification and administrative approval of applications for water utility service is conditioned upon the acceptance of the dedication, and the satisfaction of all other service requirements that are established by local ordinance or state law. Any application or renewal, including applications for extension of will-serve commitments is subject to the provisions herein. The parties agree that:

- (a) The City is the final authority in determining the number of will-serve commitments which may be granted by the City; and
 - (b) The City is the final authority regarding the number of will serves that may be serviced by the Water Rights for any development. Such determination shall be based on the criteria established by the City and further established by the State Engineer.
10. **Term of Agreement.** The term of this Agreement shall be for a period of twenty-five (25) years and shall be renewable for one successive twenty-five (25) year period upon application of the Dedicator or the Assignee, and the approval of the City.
- (a) It is further understood and agreed between the City and the Dedicator that the Parties must agree to renew this agreement for the subsequent twenty-five-year period. The City's decision to approve or reject a renewal of this agreement must be made pursuant to a vote by the Fernley City Council.
 - (b) The City may reject approval of a renewal of this Agreement **only** if:
 - (i) The City sends notice of the expiration of the initial twenty-five-year term to the record owner of the Water Rights and receives no response within thirty (30) days of such notice; and
 - (ii) The Dedicator has not complied with the obligations included in this Agreement or does not agree to comply with the obligations of this Agreement during the renewal term of this Agreement.
 - (c) In the event that this Agreement is terminated, or expires pursuant to the provisions of this section, the City shall retain the title to the Water Rights, regardless of whether the Water Rights have been credited to an existing will-serve commitment.
11. **Notice.** Any notice required pursuant to this Agreement shall be sent via certified mail to the address listed below. Each Party is responsible for informing the other Party of any change in address. Notices from the City, including but not limited to notice of expiration of the 25-year term of this Agreement, shall be made to the address listed below, or to an updated address provided by the Dedicator or Assignee.

Dedicator

Steven L. Ball

PO Box 18702

Reno, NV 89511

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

- (a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument.
- (b) **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada.
- (c) **Venue.** Any action or proceeding concerning the rights or responsibilities of the parties to this Agreement shall be heard and entertained in the State district court in Lyon County, Nevada.
- (d) **Entire Agreement.** This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, including without limitation, that certain memorandum of understanding between the parties. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- (e) **Survivability.** The parties' rights and responsibilities under this Agreement shall survive the conveyance of the Water Rights by the Dedicator to the City.
- (f) **Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- (g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any

right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.
- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
 - (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
 - (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall warrant that it is the legal owner of the Water Rights.

- (m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of any claims, damages or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed, arising from, by reason of or in connection with any part or portion of this Agreement. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the water rights transferred herein except as provided in this Agreement. Dedicator acknowledges that in the event that any claim or dispute relating to the title of the water rights renders such water rights unusable within, or unavailable to, the City's water delivery system, the City may, at its sole discretion and in addition to any other remedies provided for by law, rescind this Agreement and withhold the will-serve commitments provided for herein. In the event that such will-serve commitments have already been issued, the City, in addition to any other remedies provided by law, may require Dedicator or Assignee, jointly or severally, to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Dedicator or Assignee have a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement.
- (n) **Attorney's Fees.** In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

[signature page follows]

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

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Steven L. Ball

Date:

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

LYON CO. APN: 021-101-12

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 20__, to convey the below-mentioned water rights from STEVEN L. BALL, an individual, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

WITNESSETH:

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

A Five and Fifty-Eight one-hundredths (5.58) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1020-2. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-101-12 further described as follows:

That part of the NE ¼ of the NE ¼ of Section 13, T 20 N, R 24 E, M.D.B.&M., Lyon County, Nevada, described as follows:

Commencing at the Northeast corner of said Section 13, thence south 1°57' West along the East line of said Section 13, a distance of 27.0 feet to the

Southern line of a County Road; thence South 89°50' West along said Southern line of said County Road 637.8 feet to the true point of beginning; thence South 89°50' West along said Southern line of said County Road 155.0 feet; thence South 2°30' West 317.0 feet; thence along a fence South 87°13' East 181.5 feet; thence North 2°15' West 327.4 feet to the true point of beginning.

This legal description appeared previously in Document No. 258823, recorded on March 22, 2001, Official Records of Lyon County, Nevada.

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

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

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

DATED this ____ day of _____, 20__.

GRANTOR:

BY: _____
Steven L. Ball

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by Steven L. Ball.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-395-910, 520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Approve the Will-Serve Request from Goudy Investments LLC for 4 ERCs for Water and 4 ERCs for Sewer for future development for Lyon County Parcel 021-201-47 located on Nevada Pacific Blvd and Hwy 50 Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. Goudy Investments LLC is seeking a Will-Serve for future development and final map.
2. This project requires 4 ERCs of water, which is equal to 4.48AF, and 4 ERCs for sewer.
3. Goudy Investment LLC has 9.048 – acre-feet of beneficial interest in water rights.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Goudy Investment LLC for 4 ERCs for Water and 4 ERCs for Sewer for future development for Lyon County Parcel 021-201-47 located at Nevada Pacific Blvd. and HWY 50 Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

As of December 2022, Goudy Investments LLC has a beneficial interest of 9.045 acre-feet that they have acquired. A portion of that is going to be used for future development and is needed to record the final map for Lyon County Parcel 021-201-47 located in Fernley, NV 89408

After the issuance of this will serve Goudy Investments LLC will have 4.47acre-feet of water left for future development.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

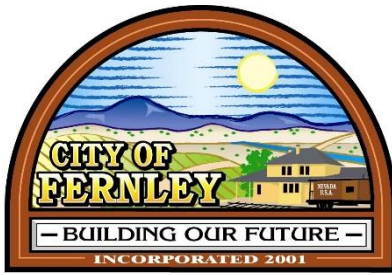
The water needed for this project has been previously dedicated under a prior banking agreement. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2023.02.01 Will Serve Goudy Investments



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: Goudy Investments LLC (Development/ project or property located at Nevada Pacific Blvd & Hwy 50 Fernley, Nevada with 4 water connections and/or 4 sewer connections for Service to 4 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# 021-201-47

Fernley City Council Approved Will-Serve on Jan 4th, 2023

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Brandi Jensen, City Attorney

FINANCIAL IMPACT:

none

CURRENTLY BUDGETED:

Yes:

No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED:

AGENDA ITEM: (For Possible Action):

Presentation on the City Attorneys Accomplishments and Goals for 2022-2023

AGENDA ITEM BRIEF:

The city attorney Brandi Jensen has served the city of Fernley for 13 years having taken the position in 2010. This presentation highlights the 2022-2023 year of employment

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

Each year, the city Council evaluates the city attorney. This presentation assists in that evaluation.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 1, 2023

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: Receive/File
Motion

AGENDA ITEM: (For Possible Action):

(For Possible Action) First Reading, Introduction of Bill # 324 and possible action on a ZMA22009 Public Hearing Continuation Request

Introduction of Bill # 324 as an ordinance associated with ZMA22009, a zoning map amendment submitted in support of the River Ranch Apartment project, and request to continue the public hearing for ZMA22009 from 02/01/2023 to 02/15/2023 due to delay getting Bill # 324 prepared for the first reading.

AGENDA ITEM BRIEF:

Fernley Planning Department to read the title of the attached bill aloud and request that it be heard at the February 15, 2023 City Council meeting.

Bill # 324 is a general ordinance for a zoning map amendment, associated with ZMA22009, to change the zoning of ±20.80 acres east of River Ranch Road, south of US Route 50 Alternate, and west of Fort Sutter Boulevard (APNs: 021-281-03, 021-281-10, and portions of 021-281-04 and 021-281-09) from I (Industrial), EC (Employment Center), and C2 (General Commercial) to MU (Mixed Use).

Staff provided notice to the public that the public hearing for this item was to occur at tonight's meeting, February 1st. Unfortunately, staff did not have the bill associated with this ZMA ready for a first reading on the January 18th meeting. Staff is requesting a continuation of the public hearing until the Council's next meeting on February 15th, 2023.

RECOMMENDED MOTION:

"I move City Council continue the public hearing for ZMA22009, associated with the River Ranch Apartment project, from February 1st, 2023 to our next meeting on February 15th, 2023."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Though specific language has not been provided, all motions that comply with City Council parliamentary procedure are appropriate.

BACKGROUND:

ERGS has recently submitted 3 land use applications regarding the River Ranch Apartments.

BLA22003

A boundary line adjustment between APNs: 021-281-03 and 021-281-04. The proposed adjustment will move the shared boundary line north, effectively transferring land from the northern -04 parcel to the southern -03 parcel that is a part of this project. The -04 parcel is currently the site of a mini-warehouse (self-storage) facility.

This type of application is decided by the Zoning Administrator; The "administrator" includes officers and employees of the city who are delegated this duty by authority and direction of the City Council, Mayor, or City Manager. In the case of a boundary line adjustment, the role of the administrator is primarily assumed by the City Surveyor and supported/advised by the City Engineer, Planning Director, City Attorney, and other senior staff members and partner agency officials that comprise the development team.

The approval criteria for a boundary line adjustment are as follows:

- a. No additional lots shall be created.
- b. No parcel shall be created that is smaller than allowed by the underlying zoning district.
- c. No parcel shall be created that does not have paved road access.
- d. The application shall comply with all other applicable requirements of this development code and all other applicable regulations.

This boundary line adjustment is ready for approval, subject to the City Council's approval of ZMA22009. A boundary line adjustment to transfer a portion of APN 021-281-09 (owned by Sierra Pacific Power Company) to APN 021-281-10 will be necessary to facilitate this project; however, the applicant has submitted an authorization letter signed by Sierra Pacific Power Company and consenting to the current applications.

CUP22004

A Conditional Use Permit to allow for 100 or more multifamily units on the project site was approved by Planning Commission by a vote of 5-1 on December 14, 2022. Staff Reports and Conditions of Approval for this conditional use permit are on the City of Fernley Agenda and Minutes Center and can also be obtained by contacting the City Clerk or Planning Department.

ZMA22009

This is the zoning map amendment project related to Bill # 324. Planning Commission voted 5-1 to recommend City Council approve this item on December 14, 2022. Staff Reports and Conditions of Approval for this conditional use permit are on the City of Fernley Agenda and Minutes Center and can also be obtained by contacting the City Clerk or Planning Department.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes (NRS) Chapter 266 - General Law for Incorporation of Cities and Towns

NRS Chapter 278 - Planning and Zoning

Fernley Municipal Code (FMC) Title 32 - Development Code

Items of particular interest:

- NRS 266.115 - Ordinances and Resolutions, Enactment of ordinance: Style; introduction and notice; final action; publication.
- NRS 278.260 - Determination, establishment, enforcement and amendment of zoning regulations, restrictions and boundaries: Procedure and prerequisites; notice and hearing; signs; additional fee for certain applications.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Bill # 324

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

BILL # 324
CITY OF FERNLEY
ORDINANCE # _____

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA22009, TO CHANGE THE ZONING OF ±20.80 ACRES EAST OF RIVER RANCH ROAD, SOUTH OF US ROUTE 50 ALTERNATE, AND WEST OF FORT SUTTER BLVD (APNS: 021-281-03, 021-281-10, AND PORTIONS OF 021-281-04 AND 021-281-09) FROM I (INDUSTRIAL), EC (EMPLOYMENT CENTER), AND C2 (GENERAL COMMERCIAL) TO MU (MIXED USE).

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

Section 1: The zoning of that certain real property totaling 20.80 acres, more or less, situated in the City of Fernley, Nevada, being more particularly described as Parcel 4-A and Parcel 1-B on Exhibit “A” attached hereto (consisting of 2 pages) and depicted on “Exhibit A-1” attached hereto (consisting of 1 page) is hereby reclassified from I (Industrial), C-2 (General Commercial) and EC (Employment Center) to MU (Mixed Use).

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 # 324 BEING HEREBY PROPOSED this 1st day of February 2023.

BILL # 324 BEING HEREBY PASSED, APPROVED and ADOPTED this 15th day of February 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____ Date: _____
Neal E. McIntyre, Mayor

Attest By: _____ Date: _____
Kim Swanson, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION FOR
ZONE CHANGE**

PARCEL 4-A

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Eighteen (18), Township Twenty (20) North, Range Twenty-Five (25) East, Mount Diablo Base Meridian, City of Fernley, Lyon County, State of Nevada, being a portion of Parcel 2 and Parcel 4 of Parcel Map No. 942, File No. 52626, recorded on April 8, 1980, filed in the Official Records of Lyon County, Nevada, being more particularly described as follows:

COMMENCING at the Northeasterly Corner of said Parcel 2;

THENCE along the Easterly boundary of said Parcel 2, South 01°19'36" West a distance of 248.74 feet to the **POINT OF BEGINNING**;

THENCE continuing along said Easterly boundary and along the Easterly boundary of said Parcel 4, South 01°19'36" West a distance of 917.11 feet to the Southerly boundary of said Parcel 4;

THENCE departing said Easterly boundaries and along said Southerly boundary, North 88°38'43" West a distance of 269.12 feet to the Westerly boundary of said Parcel 4;

THENCE departing said Southerly boundary and along said Westerly boundary, North 01°19'36" East a distance of 917.98 feet;

THENCE departing said Westerly boundary, South 88°27'41" East a distance of 269.12 feet to the **POINT OF BEGINNING**.

Containing 5.67 acres of land, more or less.

PARCEL 1-B

All that certain real property situate within a portion of the Southeast One-Quarter (SE 1/4) of Section Eighteen (18), Township Twenty (20) North, Range Twenty-Five (25) East, Mount Diablo Base Meridian, City of Fernley, Lyon County, State of Nevada, being a portion of Parcel 1 and Parcel 2 of Parcel Map No. 278267, recorded on June 13, 2002 filed in the Official Records of Lyon County, Nevada, and a portion of Parcel U-50A-LY-000 932 XS1 described in "Resolution of Abandonment of a Portion of State Highway Right-of-Way", Document No. 409890, recorded July 10, 2007, filed in said Official Records, being more particularly described as follows:

BEGINNING at the Southwesterly Corner of said Parcel 1;

THENCE along the Westerly boundary of said Parcel 1, North 01°19'35" East a distance of 1165.85 feet to the Northwesterly Corner of said Parcel 1;

THENCE departing said Northwesterly Corner and said Westerly boundary, North 01°19'35" East a distance of 101.20 feet to the Southerly Right-of-Way of U.S. Highway 50 per Nevada Department of Transportation Right-of-Way plans, being Project No. NH-050-A(002), dated December 20, 2004;

THENCE along said Southerly Right-of-Way, South 79°51'29" East a distance of 658.22 feet to the Easterly boundary of said Parcel U-50A-LY-000 932 XS1;

THENCE departing said Southerly Right-of-Way and along said Easterly boundary, South 01°05'44" West a distance of 101.26 feet to the Southeasterly Corner of said Parcel U-50A-LY-000 932 XS1;

THENCE departing said Southeasterly Corner and said Easterly boundary and along the Easterly boundary of said Parcel 1 and the Easterly boundary of said Parcel 2, South 01°05'44" West a distance of 690.25 feet;

THENCE departing said Easterly boundaries, North 88°38'43" West a distance of 360.00 feet to the Westerly boundary of said Parcel 2;

THENCE along said Westerly boundary, South 01°05'44" West a distance of 375.00 feet to the Southerly boundary of said Parcel 1;

THENCE departing said Westerly boundary and along said Southerly boundary, North 88°38'43" West a distance of 295.15 feet to the **POINT OF BEGINNING**.

Containing 15.13 acres of land, more or less.

See Exhibit A-1 attached hereto and made a part of.

The basis of bearings for these descriptions is Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94-HARN), as determined using Real Time Kinematic (RTK) GPS observations. The bearing between NDOT monument 1528013 and 1528011 (LPN 1528) is taken as North 76°59'40" West.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502

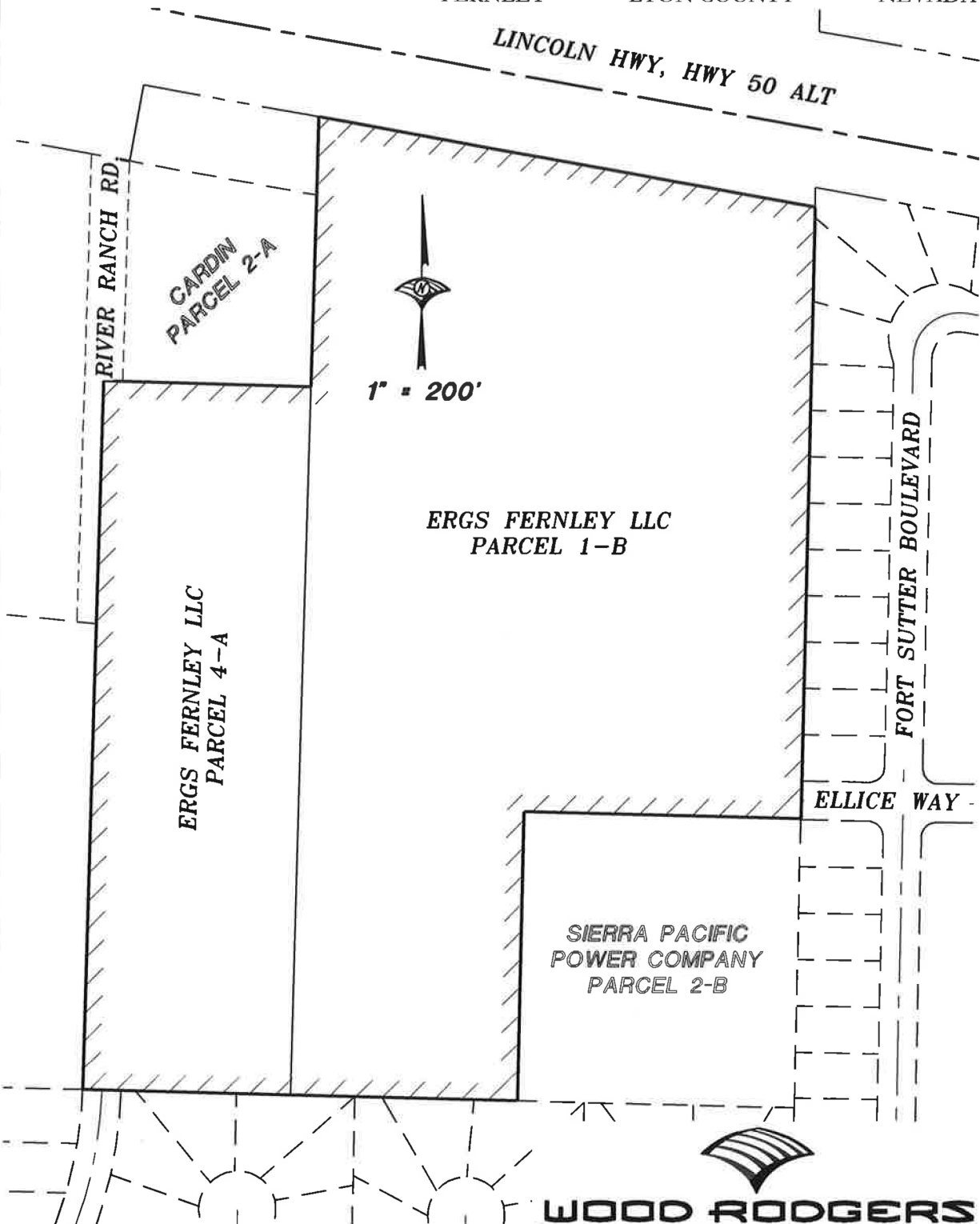


Kaitlin S. Constantine, P.L.S.
Nevada Certificate No. 30222

EXHIBIT A-1

PLAT TO ACCOMPANY

BOUNDARY MAP FOR ZONE CHANGE
BEING A PORTION OF THE SE 1/4 OF SECTION 18
TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.M.
FERNLEY LYON COUNTY NEVADA



JOB NO. 3034059
SHEET 1 OF 1

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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Denise Lewis, Finance Director

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

100-415-328

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

(Possible Action) Approval of the Fourth Amendment to a Contract between the City of Fernley and Hinton Burdick, CPAs & Advisors for Independent Audit Services dated January 1, 2023.

AGENDA ITEM BRIEF:

Per NRS 354.624, the governing body of each local government must designate an auditor on an annual basis and shall provide for an annual audit of its financial statements. On March 19, 2014 and each year thereafter, City Council has designated Hinton Burdick CPAs and Advisors as the City's independent audit firm. Hinton Burdick's contract has expired and a new contract for audit services is required. City staff recommends re-engaging Hinton Burdick for fiscal years 2023 through 2025.

RECOMMENDED MOTION:

"I move to approve "the Fourth Amendment to a Contract between the City of Fernley and Hinton Burdick, CPAs & Advisors for Independent Audit Services dated January 1, 2023."

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:

Not approve the contract.

BACKGROUND:

Each year an external auditor must be designated by City Council no later than three months before the close of the fiscal year for which the audit applies and the designation must be provided to the Nevada Department of Taxation. At a public meeting held on March 12, 2014, the City's audit committee made its recommendation to contract with Hinton Burdick CPAs and Advisors. City Council has since designated Hinton Burdick CPAs and Advisors as the City's independent audit firm. A contract for services was entered into on 5/21/14 for fiscal 2014 and amendments to the original contract to extend service through fiscal year 2016, 2019 and then fiscal year 2022 were approved by City Council.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 354.624

FINANCIAL IMPLICATIONS:

This item is budgeted for on an annual basis. The cost for audit services for fiscal years 2023, 2024 and 2025 shall be \$57,225, \$59,500 and \$61,285, respectively. The cost for single audit services shall be \$3,500 for up to two major programs and \$1800 for each additional major program.

ATTACHMENTS:

1. Fourth Amendment to Contract for Services
2. 2023-2025 Audit Engagement Letter

**FOURTH AMENDMENT
TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

DATED AS OF JANUARY 1, 2023

This AMENDMENT TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR (this “Amendment”) is intended to amend, supplement, and revive the “Contract for Services of Independent Contractor, External Auditors for the City of Fernley, Professional Audit Services” (the “Original Contract”) between Hinton Burdick CPAs & Advisors and the CITY OF FERNLEY, NEVADA (the “City” and together with Hinton Burdick CPAs & Advisors., the “Parties”).

WHEREAS, the Original Contract was approved by the City Council of the City on June 4, 2014; and

WHEREAS, the provisions of the Original Contract may be modified in writing signed by all Parties pursuant to Section 32 of the Original Contract; and

WHEREAS, the Parties intend to contract with one another again regarding the City’s Professional Audit Services; and

WHEREAS, all capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Original Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Intent and Purpose. Unless specifically and expressly amended by the terms of this Amendment, the Parties intend that the terms of the Original Contract remain undisturbed and are hereby ratified and confirmed.

Section 2. For all purposes of the Original Contract, the following terms and conditions are hereby expressly amended, supplemented, revived, and/or restated as follows:

A. Attachment C to the Original Contract (i.e., the Engagement Letter, dated April 22, 2014) shall be updated and replaced in all respects with the Engagement Letter attached hereto as Exhibit “A” and dated January 5, 2023.

B. Contract Term. Section 3 of the Original Contract is hereby restated in its entirety as follows:

1. CONTRACT TERM. This Contract shall be effective from January 1, 2023 to December 31, 2025, subject to appropriation.

C. Scope of Work and Consideration. Sections 5 and 6 of the Original Contract are hereby restated in their entirety as follows:

1. **SCOPE OF WORK AND CONSIDERATION.** The parties agree that Contractor will provide the services specified for a fee as outlined in Exhibit A: Engagement Letter, dated January 5, 2023.

IN WITNESS WHEREOF, McKay Hall executed this Amendment for and on behalf of Hinton Burdick CPAs & Advisors.; and the Mayor of the City and the City Clerk have executed this Amendment for and on behalf of the City and affixed the seal of the City hereto:

HINTON BURDICK CPAS & ADVISORS

By: _____
McKay Hall, CPA

[S E A L]

CITY OF FERNLEY, NEVADA

Attest:

By: _____
Kimberly Swanson, City Clerk

By: _____
Neal McIntyre, Mayor

Approved as to Form:

By: _____
Brandi Jensen, City Attorney



January 5, 2023

Honorable Mayor, Members of the City Council and Management
City of Fernley
595 Silver Lace Blvd.
Fernley, Nevada 89408

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fernley, NV, for the years ended June 30, 2023; June 30, 2024; and June 30, 2025, and the related notes to the financial statements, which collectively comprise the City of Fernley, NV's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2023; June 30, 2024; and June 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain required supplementary information (RSI) such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) GASB Pension Schedules

Supplementary information other than RSI will accompany the City of Fernley, NV's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Statements
- 3) Individual Fund Budgetary Comparison Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Statistical Information
- 2) Letter of Transmittal

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal

cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Fernley, NV's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Fernley, NV's basic financial statements. Our report will be addressed to City Council and Management of the City of Fernley, NV. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if

necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Fernley, NV's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;

13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform we agree to perform the following:

- Prepare the financial statements and related notes.

We will not assume management responsibilities on behalf of the City of Fernley, NV. However, we will provide advice and recommendations to assist management of the City of Fernley, NV in performing its responsibilities.

The City of Fernley, NV's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the financial statements and related notes previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Other

We expect to begin our audit in approximately September of each year and to issue our report no later than December of each year.

R. McKay Hall, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising HintonBurdick, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our price estimate for the financial audit, including out-of-pocket costs (such as report reproduction, postage, travel, etc.), will not exceed \$57,225 for FY2023; \$59,500 for FY2024; and \$61,285 for FY2025. Our price estimate for the single audit, if applicable, will be \$3,500 for up to two major programs. Our price for any additional major programs over the base amount of two major programs included in the prices above will be \$1,800 per program.

The above prices are based on anticipated cooperation from your personnel, timely receipt of information, and the assumption that unexpected circumstances will not be encountered during the audit.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If your personnel are unavailable to provide assistance in a timely manner, if your staff are unavailable during our scheduled fieldwork dates or

requested information has not been prepared, it substantially increases the work we have to do to complete the engagement within the established deadlines. The following circumstances will result in additional fees:

- Delivery of the trial balance less than a week before the established fieldwork dates will result in a minimum increase in fees of 10% over our original fee estimate.
- New versions of the trial balance or more than 15 required audit adjustments will result in a minimum increase in fees of 10% over our original fee estimate.
- If the entity is unable to provide requested information before the final day of scheduled fieldwork or a mutually agreed upon date, inconveniences could create additional fees of 10% over our original fee estimate.

Fees requested or required for additional accounting, consultation and non-audit services beyond the above listed circumstances will be billed in addition to the above fees and will be dependent on the level of service provided.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to periods for which we are not engaged as auditors.

It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final. Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute each party is giving up the right to have the dispute decided in a court of law before a judge or jury and

instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of HintonBurdick, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of HintonBurdick, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to City Council and Management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report of our firm is available on our website for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

HintonBurdick, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Fernley, NV:

Management Signature (required): _____

Name and Title: _____

Governance Signature (optional): _____

Name and Title: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Denise Lewis, Finance Director

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

100-415-328

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Discussion and Possible Action to designate Hinton Burdick CPAs & Advisors as the Independent Audit Firm to perform the City's Annual Financial Audit for the Fiscal Year ending June 30, 2023.

AGENDA ITEM BRIEF:

Per NRS 354.624, the governing body of each local government must designate an auditor on an annual basis and shall provide for an annual audit of its financial statements.

The auditor must be designated no later than three months before the close of the fiscal year for which the audit applies. For the City, that is March 30, 2023.

RECOMMENDED MOTION:

I move to designate Hinton Burdick CPAs & Advisors as the independent audit firm to perform the City's annual financial audit for fiscal year ending June 30, 2023."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

To not designate this audit firm.

BACKGROUND:

Per NRS 354.624, each local government shall provide for an annual financial audit. Each year an external auditor must be designated by City Council no later than three months before the close of the fiscal year for which the audit applies and the designation must be provided to the Nevada Department of Taxation. Staff recommends that City Council designate Hinton Burdick CPAs and Advisors as the City's independent audit firm for fiscal year 2023.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 354.624

FINANCIAL IMPLICATIONS:

This item is budgeted for on an annual basis. The cost for audit services for fiscal years 2023, 2024 and 2025 shall be \$57,225, \$59,500 and \$61,285, respectively. The cost for single audit services shall be \$3,500 for up to two major programs and \$1800 for each additional major program.

ATTACHMENTS:

1. 2023-2025 Audit Engagement Letter



January 5, 2023

Honorable Mayor, Members of the City Council and Management
City of Fernley
595 Silver Lace Blvd.
Fernley, Nevada 89408

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Fernley, NV, for the years ended June 30, 2023; June 30, 2024; and June 30, 2025, and the related notes to the financial statements, which collectively comprise the City of Fernley, NV's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2023; June 30, 2024; and June 30, 2025. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain required supplementary information (RSI) such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) GASB Pension Schedules

Supplementary information other than RSI will accompany the City of Fernley, NV's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Statements
- 3) Individual Fund Budgetary Comparison Schedules

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Statistical Information
- 2) Letter of Transmittal

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal

cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Fernley, NV's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Fernley, NV's basic financial statements. Our report will be addressed to City Council and Management of the City of Fernley, NV. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if

necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Fernley, NV's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and, if applicable, in accordance with *Government Auditing Standards*, and/or any state or regulatory audit requirements, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;

13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform we agree to perform the following:

- Prepare the financial statements and related notes.

We will not assume management responsibilities on behalf of the City of Fernley, NV. However, we will provide advice and recommendations to assist management of the City of Fernley, NV in performing its responsibilities.

The City of Fernley, NV's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the financial statements and related notes previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Other

We expect to begin our audit in approximately September of each year and to issue our report no later than December of each year.

R. McKay Hall, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising HintonBurdick, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our price estimate for the financial audit, including out-of-pocket costs (such as report reproduction, postage, travel, etc.), will not exceed \$57,225 for FY2023; \$59,500 for FY2024; and \$61,285 for FY2025. Our price estimate for the single audit, if applicable, will be \$3,500 for up to two major programs. Our price for any additional major programs over the base amount of two major programs included in the prices above will be \$1,800 per program.

The above prices are based on anticipated cooperation from your personnel, timely receipt of information, and the assumption that unexpected circumstances will not be encountered during the audit.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If your personnel are unavailable to provide assistance in a timely manner, if your staff are unavailable during our scheduled fieldwork dates or

requested information has not been prepared, it substantially increases the work we have to do to complete the engagement within the established deadlines. The following circumstances will result in additional fees:

- Delivery of the trial balance less than a week before the established fieldwork dates will result in a minimum increase in fees of 10% over our original fee estimate.
- New versions of the trial balance or more than 15 required audit adjustments will result in a minimum increase in fees of 10% over our original fee estimate.
- If the entity is unable to provide requested information before the final day of scheduled fieldwork or a mutually agreed upon date, inconveniences could create additional fees of 10% over our original fee estimate.

Fees requested or required for additional accounting, consultation and non-audit services beyond the above listed circumstances will be billed in addition to the above fees and will be dependent on the level of service provided.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Interim billings may be submitted as work progresses and expenses are incurred. In the event any statement or invoice rendered by us to you is not paid within thirty (30) days of the date of the invoice, a late charge shall be accrued on the unpaid balance at the rate of 1.5 percent per month until paid. If billings are not paid within thirty (30) days of the invoice date, at our election, we may stop all work until your account is brought current or we may withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to periods for which we are not engaged as auditors.

It is our policy to keep work papers related to this engagement for seven (7) years. Upon the expiration of the seven (7) year period, you agree that we shall be free to destroy our work papers. When records are returned to you, it is your responsibility to retain and protect your records for possible future uses, including potential examination by governmental or regulatory agencies.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to other legal remedies. If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date notice is first given, then they may proceed to resolve the matter by arbitration. Such arbitration shall be binding and final. Any dispute over fees will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. In agreeing to arbitration both parties acknowledge that, in the event of a dispute each party is giving up the right to have the dispute decided in a court of law before a judge or jury and

instead are accepting the use of arbitration for resolution. Costs of any mediation proceeding shall be shared equally by all parties. The prevailing party in the arbitration shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the application of the dispute in an amount to be determined by the arbitrator.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of HintonBurdick, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of HintonBurdick, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to City Council and Management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report of our firm is available on our website for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

HintonBurdick, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the City of Fernley, NV:

Management Signature (required): _____

Name and Title: _____

Governance Signature (optional): _____

Name and Title: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 1, 2023

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: Motion

AGENDA ITEM: (For Possible Action):

(For Possible Action) Consideration and possible action on a type I vacation (T1VAC22001) to abandon a public right of way known as "Dolores Court" generally located north of Fremont Street, south of US Interstate 80, west of Wildwood Drive, and east of Vine Street (abutting APNs: 021-092-46, 021-092-47, 021-092-54, & 021-092-55) to facilitate the development of Sherwood Villages by request of Phelps Engineering Services.

AGENDA ITEM BRIEF:

This is a request for the City of Fernley to vacate (abandon) a 25' wide, ±14,106 square foot right of way associated with 1/2 of the previously planned Dolores Court. There has been no street or walkway construction on this right of way.

RECOMMENDED MOTION:

"After reviewing the facts set forth in the staff report, I am satisfied that the public will not be materially injured by the proposed vacation and move to approve the type I vacation associated with T1VAC22001."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

"Based on information received in written materials, and at the public hearing on this matter, I move to deny the type I vacation associated with T1VAC22001 because I have determined the public will be materially injured

by the proposed vacation in the following manner: _____."

Though further specific language has not been provided, all motions that comply with City Council parliamentary procedure are appropriate.

BACKGROUND:

A June 1995 parcel map filed by the Horton family dedicated this right of way to Lyon County. This right of way was never fully accepted by the county (or City of Fernley following incorporation) because it was never improved to either then-county or now-city standards. The right of way is left as a remnant of a project that did not develop and the city is left with a right of way for 1/2 of a court with an entrance that dead ends at the Eagle's Nest subdivision if constructed today.

The Sherwood Villages project owns all adjacent parcels and asks that we vacate this right of way to facilitate development of their project. As mandated by their conditional use permit CUP20003, the developer will be re-dedicating any rights of way and/or utility easements appropriate for this project. Planning Commission recommended this vacation for approval at the December 14, 2022 meeting by a vote of 6-0.

ANALYSIS:

There are typically official findings of fact or approval criteria in Fernley Municipal code for land division, entitlement, or other types of applications filed with the Planning Department. Though this item does not require official findings, our code does require:

- All owners of property abutting the proposed area to be vacated are notified.

The applicant owns all property abutting the proposed vacation; therefore, this requirement was automatically met when the applicant filed for the vacation.

- Notice of a public hearing is published with at least 10 days' notice in an official newspaper, or a newspaper of general circulation in the City of Fernley.

Planning Department posted appropriate notice for this item in the Reno Gazette Journal on January 11, 2023.

- The public may not be materially injured by the proposed vacation.

Because this right of way exists for a project that was never developed, there has been no construction to accommodate public use of this right of way, and another project has been approved for construction, staff believes vacation of this right of way will not materially injure the public.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes (NRS), Chapter 278 - Planning and Zoning
Fernley Municipal Code (FMC), Title 32 - Development Code
Items of Specific Interest:

- NRS 278.480 - Vacation or abandonment of street or easement
- FMC Section 32.03.080 (a) - Administration, Vacations, Type I vacations

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Proposed Order of Abandonment

APN: None

Adjacent APNs: 021-092-46, 021-092-47,
021-092-54, 021-092-55

Recording requested by
When recorded, return to:
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Mail Tax Statement To:
Fernley Sherwood QOZB, LLC
3522 S. Emerson Street
Englewood, CO 80113

Notice Per NRS 239B.030, this document does not contain personal information as defined in
NRS 603A.040

ORDER OF ABANDONMENT

Dolores Court per Parcel Map 183107

WHEREAS:

- A) A petition to vacate or abandon a public right-of-way was filed with the City Clerk of the City of Fernley by the owner of all the real property containing the road offer of dedication further described in **Exhibit "A"** & graphically depicted on **Exhibit "A1"**;
- B) A duly noticed public hearing was held by the City Council for the City of Fernley on _____, 2023, for the purposes of considering the proposed vacation and abandonment, and it was duly moved, seconded & passed by the City Council of the City of Fernley that the public road offer of dedication described in **Exhibit "A"**, & graphically depicted on **Exhibit "A1"**, be vacated & abandoned;
- C) Based on information received in the written staff report & at the public hearing, this Council finds that the abandonment will not result in a material injury to the public;

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Fernley

- 1) That the public right away more particularly described in **Exhibit "A"**, & graphically depicted on **Exhibit "A1"**, hereto vacated & abandoned pursuant to the laws of the State of Nevada & title to said property shall revert & vest in the abutting property owner. Abutting properties owner being **Fernley Sherwood QOZB, LLC**, owner of Parcel "A", Parcel "B" & Parcel "C", as shown on the Official Plat of KENNETH D HORTON & JIMMIE DALE HORTON, filed in the Office of the County Recorder of Lyon County, State of Nevada, on June 13th, 1995, as Document No. 183107, Official Records, also known as APNs 021-092-46, 021-092-47, & 021-092-54.

RESERVING THEREFROM, over, under, across & through the abandoned area, a blanket public utilities & access easement for the benefit of all public utilities for the operation, maintenance, repair & reconstruction & upgrade of existing public utility facilities, & access thereto. Such easements are relocatable & resizable with future development & approval of the impacted utility & the City Engineer.

- 2) This Order shall be recorded in the County Recorder's office, Lyon County, Nevada.

DATED: This day of _____ day of _____, 2023.

City of Fernley, a municipal corporation

By: _____
Neal E. McIntyre, Mayor

STATE OF NEVADA }
 }SS Acknowledgement in a representative capacity
 }

This instrument was acknowledged before me on _____, 2023
By Neal E. McIntyre as Mayor of the City of Fernley.

Notary Public

EXHIBIT "A"
VACATION OF 25' WIDE RIGHT-OF-WAY (a.k.a. DOLORES COURT)
Adjacent APNs: 021-092-46, 021-092-47, 021-092-54, & 021-092-55

A PART OF THE WEST HALF (W½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 24 EAST, MOUNT DIABLO MERIDIAN, SITUATE IN THE CITY OF FERNLEY, LYON COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT CERTAIN PUBLIC RIGHT-OF-WAY KNOWN AS "**DOLORES COURT**", AS SHOWN ON THE PARCEL MAP FOR "**KENNETH D. HORTON & JIMMIE DALE HORTON**", RECORDED ON JUNE 13TH, 1995, IN DOCUMENT NO. 183107, PUBLIC RECORDS OF LYON COUNTY, NEVADA.

CONTAINING 14,106 SQUARE FEET, MORE OR LESS.

BEARING BASE: THE NORTH AMERICAN DATUM OF 1983, 1994 ADJUSTMENT (NAD 83/94), NEVADA STATE PLANE WEST COORDINATE SYSTEM. GRID BEARINGS FROM TRUCKEE MEADOWS REGIONAL GLOBAL POSITIONING SYSTEM (GPS) NETWORK, COMBINED SCALE FACTOR OF 1.000258. THE SOUTH LINE OF THE WEST HALF (W½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 12, TOWNSHIP 20 NORTH, RANGE 24 EAST, MOUNT DIABLO MERIDIAN, COMPUTES TO A BEARING OF NORTH 89°43'31" EAST.

For the firm, by:
Richard A. Pedraza

PLS #21076

State of Nevada



155 Country Estates Circle
Reno, NV 89511

