



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, September 20, 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

City Manager

Benjamin Marchant

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

Zoom information:

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

1.3. Public Forum

1.4. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

2.4. (Possible Action) Approval of the job description and salary range for the Senior Maintenance Worker Parks position approved by the City Council on May 17, 2023 during the FY23-24 budget discussions. The wage range is \$22.75 - \$32.50 or \$47,320.00 - \$67,600 annually.

2.5. Possible Action to Approve the Will-Serve Request from The Meadows at Inglewood, 1030 Inglewood Dr. for 0.66 ERC's for Water and 1.30 ERC's for Sewer for Lyon County Parcel 020-34-11 located at the at 1030 Inglewood Drive Unit, Fernley, NV 89408 (Building G)

2.6. Possible Action to Approve the Will-Serve Request from Maple Creek Construction for 0.72 ERC's for Water and 2.03 ERC's for Sewer for Fernley Self Storage, Lyon County Parcel 020-285-01 located at 175 Mull Lane Fernley, NV 89408.

2.7. Possible action to approve a contract with DOWL Reno, NV (formerly Farr West Engineering) for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and Vue Works) in an amount not to exceed \$50,000.

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

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

4. PROCLAMATIONS BY THE MAYOR

5. STAFF REPORTS

5.1. (For Possible Action) Approval of a contract with Kimley-Horn not to exceed \$160,400 for the preparation of the North Fernley Area Plan.

6. PRESENTATIONS

6.1. Presentation by Marty Elquist from the Children's Cabinet.

6.2. Presentation by City Engineer to update the City Council on the completion of recent capital improvement projects.

7. PUBLIC HEARINGS

7.1. (For possible action) Discussion and possible action on two applications submitted by Christy Corporation, LTD on behalf of Nev Dev, LLC on a parcel ±26.55-acres in size and generally located south of Farm District Road, west of Desert Lakes Drive, and east of Donna Way (APN: 021-301-35).

1. MPA23001 (Resolution # 23-011) - A master plan amendment application to redesignate the comprehensive master plan land use of the parcel from Single-Family Residential (SFR) to Commercial (C).
2. ZMA23001 (Bill # 330) – A zoning map amendment application to rezone the parcel from Single-Family Residential, 20,000 square-foot minimum lot size (SF20) to General Commercial (C2).

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

- 8.1. Possible Action regarding a future agenda item to look into a hazard alarm system for the city in case of an emergency. (Councilman Lau's request)
- 8.2. Possible Action requesting a future agenda item to look into the possibility of annexing county islands within the city into the city. (Councilman Torres's request)
- 8.3. Possible Action requesting a future agenda item looking into the possibility of creating a Citizens Advisory Board for Well and Water Rights Owners. (Councilman Hanan's request)

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: October 4th at 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ALHAMBRA								
4688	ALHAMBRA	7661929083123	water service	08/31/2023	402.18		510-810-614 Supplies-Plant/Shop/Maint	823
Total 4688:					402.18			
ALTMANN CONSTRUCTION								
1927	ALTMANN CONSTRUCTION	EN2023-028	RELEASE OF BOND 1050 EMERALD WAY	09/06/2023	1,120.00	09/07/2023	100-228300 Customer Deposits/Bonds - Dev	923
1927	ALTMANN CONSTRUCTION	EN2023-028	RELEASE OF BOND 782 GARNET WAY	09/06/2023	520.00	09/07/2023	100-228300 Customer Deposits/Bonds - Dev	923
1927	ALTMANN CONSTRUCTION	EN2023-028	RELEASE OF BOND 1637 CANAL DR	09/06/2023	740.00	09/07/2023	100-228300 Customer Deposits/Bonds - Dev	923
1927	ALTMANN CONSTRUCTION	EN2023-028	RELEASE OF BOND 795 GARNET WAY	09/06/2023	500.00	09/07/2023	100-228300 Customer Deposits/Bonds - Dev	923
Total 1927:					2,880.00			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2023-0241	PW Cross Connection Control	09/05/2023	475.00		510-810-320 Prof Serv-Engineering	923
Total 8934:					475.00			
ARAMARK								
1895	ARAMARK	5980127307	Pants service	08/28/2023	69.43		510-810-614 Supplies-Plant/Shop/Maint	823
1895	ARAMARK	5980127323	SHIRT CONTRACT	08/28/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	823
1895	ARAMARK	5980127326	uniforms	08/28/2023	43.90		100-475-616 Supplies-Safety	823
1895	ARAMARK	5980129071	pants service	09/04/2023	48.53		510-810-614 Supplies-Plant/Shop/Maint	923
1895	ARAMARK	5980129076	shirt contract	09/04/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	923
1895	ARAMARK	5980129077	uniforms	09/04/2023	43.90		100-475-616 Supplies-Safety	923
1895	ARAMARK	5980130240	mats	09/07/2023	187.82		100-417-420 Contract Services	923
1895	ARAMARK	5980130242	shop mats	09/07/2023	91.27		510-810-614 Supplies-Plant/Shop/Maint	923
1895	ARAMARK	5980130244	PS rags and rugs	09/07/2023	105.16		510-840-420 Contract Services	923
1895	ARAMARK	5980131043	shirt contract	09/11/2023	43.80		100-480-600 GENERAL SUPPLIES/TOOLS	923
1895	ARAMARK	5980131044	uniforms	09/11/2023	43.90		100-475-616 Supplies-Safety	923
Total 1895:					765.31			
AT&T								
13	AT&T	28574 SEP 23	131 252-7192 857 4	09/02/2023	308.16	09/26/2023	100-417-530 Communications (Internet,Cell)	923
13	AT&T	53740 SEP 23	775 575-5455 374 0	08/26/2023	349.86	09/20/2023	100-417-530 Communications (Internet,Cell)	823
13	AT&T	96145 SEP 23	131 252-8129 614 5	09/02/2023	230.00	09/26/2023	100-417-530 Communications (Internet,Cell)	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 13:					888.02			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	44812	BATTERY FOR PARKS TRAILER	09/06/2023	145.00		100-575-430 Service-Repair and Maintenance	923
Total 8868:					145.00			
BAKER TILLY US, LLP								
8943	BAKER TILLY US, LLP	BT2509052	CM Recruitment Contract	08/21/2023	2,495.00		100-413-322 Prof Serv-Other	823
Total 8943:					2,495.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	17492/5	adhesive spray	08/11/2023	26.99		100-417-614 Supplies-Plant/Shop/Maint	823
20	BIG R OF FERNLEY	17493/5	irrigation	08/11/2023	195.18		100-575-600 General Supplies	823
20	BIG R OF FERNLEY	17514/5	knife and caps	08/15/2023	28.77		100-575-614 Supplies-Plant/Shop/Maint	823
20	BIG R OF FERNLEY	17608/5	Galvanized Fittings	08/29/2023	7.92		520-810-600 General Supplies	823
20	BIG R OF FERNLEY	17609/5	ZIP TIES FOR STREETS	08/29/2023	18.99		100-475-430 Service-Repair and Maintenance	823
20	BIG R OF FERNLEY	17611/5	concrete tools	08/29/2023	200.50		100-475-600 General Supplies	823
20	BIG R OF FERNLEY	17623/5	fuel gloves misc.	08/30/2023	76.86		100-528-616 Safety Supplies	823
20	BIG R OF FERNLEY	17627/5	PS Office supplies	08/30/2023	17.47		510-840-601 Office Supplies	823
20	BIG R OF FERNLEY	17634/5	fuel blade	08/31/2023	62.93		100-575-600 General Supplies	823
20	BIG R OF FERNLEY	17660/5	nozzles blades	09/05/2023	65.46		100-575-600 General Supplies	923
20	BIG R OF FERNLEY	17672/5	air	09/06/2023	15.49		100-575-600 General Supplies	923
20	BIG R OF FERNLEY	17678/5	nuts and bolts for parks roto till	09/07/2023	176.14		100-575-430 Service-Repair and Maintenance	923
20	BIG R OF FERNLEY	17680/5	nuts and bolts for parks	09/07/2023	12.81		100-575-430 Service-Repair and Maintenance	923
Total 20:					905.51			
BLUE BEACON INTERNATIONAL								
200	BLUE BEACON INTERNATIONAL	4222913	Vac con wash	08/31/2023	97.90		510-810-610 Automotive Supplies	823
Total 200:					97.90			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	72423-1	Finance	08/24/2023	73.26		100-415-550 Printing and Postage	823
6970	BOB'S PRINTING AND SIGNAGE	72423-1	Bldg	08/24/2023	220.90		100-605-600 General Supplies	823
6970	BOB'S PRINTING AND SIGNAGE	72423-1	WTP	08/24/2023	304.43		510-810-550 Printing and Postage	823
6970	BOB'S PRINTING AND SIGNAGE	72423-1	AC	08/24/2023	286.50		100-525-550 Printing and Postage	823
6970	BOB'S PRINTING AND SIGNAGE	72423-1	PW	08/24/2023	95.12		520-810-550 Printing and Postage	823
6970	BOB'S PRINTING AND SIGNAGE	72423-1	Utilities	08/24/2023	303.32		520-810-550 Printing and Postage	823
6970	BOB'S PRINTING AND SIGNAGE	72423-1	PW	08/24/2023	95.12		510-810-550 Printing and Postage	823
6970	BOB'S PRINTING AND SIGNAGE	72423-1	Utilities	08/24/2023	303.33		510-810-550 Printing and Postage	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
6970	BOB'S PRINTING AND SIGNAGE	72423-1	CC	08/24/2023	102.50		100-412-550 Printing and Postage	823
6970	BOB'S PRINTING AND SIGNAGE	72423-1	CMO	08/24/2023	257.66		100-413-550 Printing and Postage	823
6970	BOB'S PRINTING AND SIGNAGE	72423-1	Facilities	08/24/2023	69.05		100-417-550 Printing and Postage	823
6970	BOB'S PRINTING AND SIGNAGE	72423-1	Panning	08/24/2023	169.28		100-610-600 General Supplies	823
6970	BOB'S PRINTING AND SIGNAGE	72423-1	Clerk	08/24/2023	75.26		100-416-550 Printing and Postage	823
6970	BOB'S PRINTING AND SIGNAGE	82223-1	Name plate- J. Carrick	08/29/2023	20.00		100-415-600 General Supplies	823
Total 6970:					2,375.73			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	8280526	liners and misc cleaning	08/31/2023	719.34		100-417-614 Supplies-Plant/Shop/Maint	823
Total 8837:					719.34			
BROOKS AG PARTS								
8956	BROOKS AG PARTS	168838	tiller tines	08/24/2023	439.99		100-575-605 Minor Equipment	823
Total 8956:					439.99			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701090123	69701 Communications	09/01/2023	1,332.88		100-417-530 Communications (Internet,Cell)	923
4479	CHARTER COMMUNICATIONS	175970201090123	70201 Communications	09/01/2023	382.88		100-417-530 Communications (Internet,Cell)	923
Total 4479:					1,715.76			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2023	CREDIT CARD PROCESSING FEES	08/31/2023	210.47	08/31/2023	100-415-609 Credit Card Fees - Govt Svcs	823
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2023	CREDIT CARD PROCESSING FEES	08/31/2023	3,972.86	08/31/2023	520-810-609 Credit Card Fees	823
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2023	CREDIT CARD PROCESSING FEES	08/31/2023	3,687.76	08/31/2023	100-415-609 Credit Card Fees - Govt Svcs	823
8637	CHASE PAYMENTECH MERCHANT SERVICES	8/2023	CREDIT CARD PROCESSING FEES	08/31/2023	3,972.86	08/31/2023	510-810-609 Credit Card Fees	823
Total 8637:					11,843.95			
CNH INDUSTRIAL CAPITAL AMERICA LLC								
1705	CNH INDUSTRIAL CAPITAL AMERICA LLC	PSO087818-1	mirror for loader	07/14/2023	95.86		100-575-430 Service-Repair and Maintenance	723
Total 1705:					95.86			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	129052	CRRC Services June 1 July 30 23	07/01/2023	9,688.00		220-480-810 ARPA	723
8889	CUMMING MANAGEMENT GROUP, INC	131633	CRRC Services Aug 1 August 31 2023	08/01/2023	9,688.00		220-480-810 ARPA	823
Total 8889:					19,376.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
DOWL, LLC								
8931	DOWL, LLC	9	Professional Services	07/30/2023	620.00		100-228311 Engineering Reimb. (Maps)	723
8931	DOWL, LLC	R0120.2389-10	On call GIS Support services	09/01/2023	518.00		100-417-320 PROF SEV-ENGINEERING	923
8931	DOWL, LLC	R0120.2389-10	On call GIS Support services	09/01/2023	518.00		520-810-320 Prof Serv-Engineering	923
8931	DOWL, LLC	R0120.2389-10	On call GIS Support services	09/01/2023	518.00		100-575-320 Prof Serv-Engineering	923
8931	DOWL, LLC	R0120.2389-10	On call GIS Support services	09/01/2023	518.00		510-810-320 Prof Serv-Engineering	923
8931	DOWL, LLC	R0120.2389-10	On call GIS Support services	09/01/2023	518.00		100-475-320 Prof Serv-Engineering	923
Total 8931:					3,210.00			
FERNLEY SOFTBALL LITTLE LEAGUE								
8957	FERNLEY SOFTBALL LITTLE LEAGUE	FY23-24 R1 Final	FY23-24 R Final	09/08/2023	3,000.00		225-575-650 Grant Awards	923
Total 8957:					3,000.00			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0286	Lobbyist Contract	09/10/2023	5,800.00		100-413-322 Prof Serv-Other	923
Total 8869:					5,800.00			
Government Finance Officers Assoc.								
8927	Government Finance Officers Assoc.	279261	Membership dues J Carrick	09/11/2023	150.00		100-415-581 Dues and Memberships	923
Total 8927:					150.00			
GRAINGER								
252	GRAINGER	9835231490	Asphalt saw	09/12/2023	2,555.00		510-810-605 Minor Equipment	923
Total 252:					2,555.00			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2546733	cold mix	08/17/2023	1,012.74		100-475-600 General Supplies	823
Total 64:					1,012.74			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	611936764	04500403 AUG 23Communications	08/01/2023	202.08		100-417-530 Communications (Internet,Cell)	823
8838	GRANITE TELECOMMUNICATIONS, LLC	615479108	04500403 Sept 23 Communications	09/01/2023	206.81		100-417-530 Communications (Internet,Cell)	923
Total 8838:					408.89			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111600	Misc Service Labor	08/21/2023	145.00		100-605-322 Prof Serv-Other	823
70	HANNEMAN SERVICE	111606	Misc Service Labor	08/29/2023	145.00		100-605-322 Prof Serv-Other	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
70	HANNEMAN SERVICE	111610	propane	09/01/2023	64.99		100-475-623 Propane	923
70	HANNEMAN SERVICE	111611	Misc Service Labor	09/01/2023	145.00		100-605-322 Prof Serv-Other	923
70	HANNEMAN SERVICE	13368	2019 Nissan Kicks Blue No Plates 2152 Fort Bridger Rd.	08/21/2023	55.00		100-605-322 Prof Serv-Other	823
70	HANNEMAN SERVICE	13372	2005 Chevy Cavalier Orange NV 16B215 Silver Way	08/29/2023	55.00		100-605-322 Prof Serv-Other	823
70	HANNEMAN SERVICE	13375	1995 Nissan Maxima NV PLX74 906 Jill Marie	09/01/2023	55.00		100-605-322 Prof Serv-Other	923
Total 70:					664.99			
HIGH DESERT AUTO & DIESEL REPAIR LLC								
8870	HIGH DESERT AUTO & DIESEL REPAIR LLC	8410	alignment for 3007 streets	09/06/2023	210.00		100-475-610 Automotive Supplies	923
Total 8870:					210.00			
HISKETT & SONS, LLC								
8487	HISKETT & SONS, LLC	118331	city sidewalk repair	08/14/2023	481.83		100-475-600 General Supplies	823
Total 8487:					481.83			
IBEW Local 1245								
83	IBEW Local 1245	SEP 2023-1	UNION DUES, ONE HALF OF MONTH	09/08/2023	777.68	09/08/2023	100-219900 OTHER PAYROLL PAYABLES	923
Total 83:					777.68			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	SEP 2023-1	MED TAX PAYABLE, PAYROLL	09/08/2023	5,242.48	09/08/2023	100-211000 FICA PAYABLE	923
7879	INTERNAL REVENUE SERVICE	SEP 2023-1	W/HOLD TAX PAYABLE, PAYROLL	09/08/2023	16,932.64	09/08/2023	100-211000 FICA PAYABLE	923
7879	INTERNAL REVENUE SERVICE	SEP 2023-1	FICA TAX PAYABLE, PAYROLL	09/08/2023	475.14	09/08/2023	100-211000 FICA PAYABLE	923
Total 7879:					22,650.26			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	826184-IN	fleet filters and oil	09/05/2023	303.95		100-480-610 AUTOMOTIVE SUPPLIES	923
Total 4329:					303.95			
KALBACHER ASSOCIATES, LLC								
8888	KALBACHER ASSOCIATES, LLC	20230801	Grant Services July 23	07/01/2023	2,410.00		100-413-322 Prof Serv-Other	723
Total 8888:					2,410.00			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	32777	elevator service	09/01/2023	190.00		100-417-420 Contract Services	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8751:					190.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	0.1465	PS Shop parts/supplies	09/11/2023	91.75		510-840-614 Plant/Shop/Maint. Supplies	923
7650	LOWES CREDIT SERVICES	01321	surge protectors misc.	09/05/2023	129.58		100-417-614 Supplies-Plant/Shop/Maint	923
7650	LOWES CREDIT SERVICES	1177	Electrical Breaker	08/31/2023	7.11		520-810-600 General Supplies	823
7650	LOWES CREDIT SERVICES	71727	quikcrete	09/01/2023	214.15		100-475-600 General Supplies	923
7650	LOWES CREDIT SERVICES	72197	pipe and elbows	08/14/2023	113.72		100-575-600 General Supplies	823
7650	LOWES CREDIT SERVICES	77972	misc hose washers fuel shut off valve	09/05/2023	79.09		100-575-600 General Supplies	923
7650	LOWES CREDIT SERVICES	78090	fencing materials	09/05/2023	249.45		100-475-600 General Supplies	923
7650	LOWES CREDIT SERVICES	78576	fencing materials	09/05/2023	136.18		100-475-600 General Supplies	923
7650	LOWES CREDIT SERVICES	78884	PS shop supplies	09/05/2023	226.04		510-840-614 Plant/Shop/Maint. Supplies	923
7650	LOWES CREDIT SERVICES	79621	Cleaner	09/06/2023	20.82		520-810-600 General Supplies	923
7650	LOWES CREDIT SERVICES	80083	furniture sliders	09/06/2023	26.38		100-417-430 Service-Building Repair/Maint	923
7650	LOWES CREDIT SERVICES	81383	Replacement Pressure Washer	09/07/2023	623.72		520-810-430 Service-Repair and Maintenance	923
7650	LOWES CREDIT SERVICES	83365	9/9A and northeast booster exterior painting	08/03/2023	515.62		510-810-430 Repairs & Maintenance	823
7650	LOWES CREDIT SERVICES	87567	PS shop supplies	08/24/2023	161.31		510-840-614 Plant/Shop/Maint. Supplies	823
7650	LOWES CREDIT SERVICES	87584	PS Fence supplies	08/24/2023	515.70		510-840-614 Plant/Shop/Maint. Supplies	823
7650	LOWES CREDIT SERVICES	89213	swamp cooler parts	08/25/2023	5.87		510-810-614 Supplies-Plant/Shop/Maint	823
7650	LOWES CREDIT SERVICES	901018-LPORN	hydrant and curb painting supplies	08/28/2023	316.06		510-810-614 Supplies-Plant/Shop/Maint	823
7650	LOWES CREDIT SERVICES	901213-LQHKNI	paint	09/01/2023	24.63		100-417-600 General Supplies	923
7650	LOWES CREDIT SERVICES	915724-LCCLS	TAX EXEMPT TAX CORRECTION	08/17/2023	7.61-		520-810-600 General Supplies	823
7650	LOWES CREDIT SERVICES	94913	PS fence supplies	08/28/2023	15.16		510-840-614 Plant/Shop/Maint. Supplies	823
7650	LOWES CREDIT SERVICES	96997	post and stone	08/29/2023	51.09		100-475-600 General Supplies	823
7650	LOWES CREDIT SERVICES	970997-LQHKNM	replacement tools for service truck	09/01/2023	111.61		510-810-614 Supplies-Plant/Shop/Maint	923
7650	LOWES CREDIT SERVICES	97100	Hand tools	08/29/2023	76.02		520-810-614 Supplies-Plant/Shop/Maint	823
7650	LOWES CREDIT SERVICES	972073-LNMYSI	cedar wood	08/14/2023	114.24		100-417-600 General Supplies	823
7650	LOWES CREDIT SERVICES	977069-LOCCLU	Batteries and new drill set for service truck	08/17/2023	210.82		510-810-614 Supplies-Plant/Shop/Maint	823
7650	LOWES CREDIT SERVICES	978355-LOGOLW	sheets of styrofoam tape	08/18/2023	134.19		100-417-600 General Supplies	823
7650	LOWES CREDIT SERVICES	98074	Ricci tank drip line	08/30/2023	11.36		510-810-614 Supplies-Plant/Shop/Maint	823
7650	LOWES CREDIT SERVICES	981791-LLUMHQ	well house cleaning and painting supplies	08/02/2023	280.18		510-810-614 Supplies-Plant/Shop/Maint	823
7650	LOWES CREDIT SERVICES	984923-LOTBTX	Swamp cooler pumps and bags for lead and copper samples	08/22/2023	45.09		510-810-614 Supplies-Plant/Shop/Maint	823
7650	LOWES CREDIT SERVICES	986532-LOYDUP	misc supplies	08/23/2023	122.88		100-417-600 General Supplies	823
7650	LOWES CREDIT SERVICES	989712-LMLLAN	painting supplies	08/07/2023	139.52		510-810-614 Supplies-Plant/Shop/Maint	823
7650	LOWES CREDIT SERVICES	99187	cleaning supplies	08/31/2023	38.11		100-417-612 Building Maintenance Supplies	823
7650	LOWES CREDIT SERVICES	994859-LPORNZ	foam sheets	08/28/2023	248.08		100-417-600 General Supplies	823
7650	LOWES CREDIT SERVICES	995059-LNAZWY	wood and clamps city hall	08/10/2023	135.22		100-417-600 General Supplies	823
7650	LOWES CREDIT SERVICES	995988-LNFNTG	Shop filters and paint supplies	08/11/2023	216.44		510-810-614 Supplies-Plant/Shop/Maint	823
7650	LOWES CREDIT SERVICES	998471-LPYMMM	ready mix primer paint misc.	08/30/2023	90.49		100-417-600 General Supplies	823
Total 7650:					5,490.07			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	119023	Inspection and testing services for US 50/95A Sewer project	08/21/2023	539.50		520-166100 Construction In Progress	823
370	LUMOS & ASSOCIATES INC	119024	Fernley Industrial Park Rehab engineering services	08/22/2023	18,618.95		100-475-745 RTC REIMBURSABLE EXPENDI	823
370	LUMOS & ASSOCIATES INC	119029	FY22/23 PMP inspection and testing services	08/22/2023	3,903.50		100-475-430 Service-Repair and Maintenance	823
370	LUMOS & ASSOCIATES INC	119036	Flashing Beacon project design services	08/21/2023	2,143.00		100-475-730 Improve other than Buildings	823
370	LUMOS & ASSOCIATES INC	119126	Engineering Services	07/08/2023	4,648.50		520-810-320 Prof Serv-Engineering	723
Total 370:					29,853.45			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT AUG 2023	TRANSIENT LODGING TAX	08/31/2023	3,844.07	09/07/2023	225-227010 TLT Payable to County	823
106	LYON COUNTY CLERK/TREASURER	TLT Aug 23	Transient Lodging Tax	08/31/2023	3,844.07		225-227010 TLT Payable to County	823
Total 106:					7,688.14			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	020-542-22 LR	LIEN REL-410 BEN'S WAY VERNON	09/06/2023	40.00	09/07/2023	510-810-322 Prof Serv-Other	923
Total 108:					40.00			
LYON COUNTY SHERIFF'S DEPT								
109	LYON COUNTY SHERIFF'S DEPT	AUG 2023	LIQUOR LICENSE BACKGROUND CHECK	08/28/2023	160.00	08/31/2023	100-320-100 Business License Fees	823
Total 109:					160.00			
MACLEOD WATTS, INC.								
8678	MACLEOD WATTS, INC.	82923Fernl	OPEB Actuary Report 6.30.2023	08/29/2023	7,160.00		100-415-322 Prof Serv-Other	823
Total 8678:					7,160.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12468193	Land Use Planning	07/31/2023	9,809.00		100-414-310 Prof Serv-Legal	723
Total 322:					9,809.00			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	SEP 2023	5952725 GROUP DENTAL INSURANCE	09/01/2023	9,646.29	09/07/2023	100-217100 Dental Insurance Payable MetL	923
Total 5387:					9,646.29			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	540800008	REIMB FOR ALL CITY ANTI-HARASSMENT TRAINING	08/31/2023	24.63	09/07/2023	100-413-580 Training	823
1111	MISCELLANEOUS ONE TIME VENDOR	83123	REIMB FOR DOT PHYSICAL	08/31/2023	120.00	09/07/2023	100-475-322 Prof Serv-Other	823
1111	MISCELLANEOUS ONE TIME VENDOR	AUG2023	PER DIEM FOR STAY IN SACRAMENTO FOR TRAINING	08/28/2023	310.50	09/07/2023	100-605-580 Training	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1111	MISCELLANEOUS ONE TIME VENDOR	CEM 8.22.23	AARON VALLES- OPEN/CLOSE DEPOSIT	08/23/2023	350.00	08/31/2023	100-223200 Deferred Revenue - Cem. Plots	823
1111	MISCELLANEOUS ONE TIME VENDOR	CEM 8.22.23	AARON VALLES- MARKER DEPOSIT	08/23/2023	250.00	08/31/2023	100-223200 Deferred Revenue - Cem. Plots	823
Total 1111:					1,055.13			
MME - MUNICIPAL MAINTENANCE EQUIP								
6635	MME - MUNICIPAL MAINTENANCE EQUIP	11444	vac-con parts	07/21/2023	1,791.52		520-810-430 Service-Repair and Maintenance	723
Total 6635:					1,791.52			
MMS WEST								
8588	MMS WEST	INV30738	TONER IN HOUSE PRINTER	09/05/2023	103.50		510-810-550 Printing and Postage	923
8588	MMS WEST	INV30738	TONER IN HOUSE PRINTER	09/05/2023	103.50		520-810-550 Printing and Postage	923
Total 8588:					207.00			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	138802	Investigation	08/31/2023	148.50		100-414-322 Prof Serv-Other	823
Total 8906:					148.50			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	397415	parts for 3007 streets	09/05/2023	39.98		100-475-610 Automotive Supplies	923
58	NAPA AUTO & TRUCK PARTS	397498	Air Filter, belt and fuel line	09/06/2023	37.76		520-810-614 Supplies-Plant/Shop/Maint	923
58	NAPA AUTO & TRUCK PARTS	397849	PARKS FOR PARKS TRAILER	09/12/2023	67.46		100-575-430 Service-Repair and Maintenance	923
58	NAPA AUTO & TRUCK PARTS	397870	PARTS FPR FIRE DEPT.	09/13/2023	211.61		100-126000 Intergovernmental Receivable	923
58	NAPA AUTO & TRUCK PARTS	397872	PARTS FOR PARKS TRAILER	09/13/2023	22.56		100-575-430 Service-Repair and Maintenance	923
Total 58:					379.37			
NCE								
7617	NCE	675222511	On call Development inspection services	09/05/2023	4,097.50		100-529-320 Prof Serv-Engineering	923
Total 7617:					4,097.50			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT AUG 2023	Transient Lodging Tax	08/31/2023	2,306.44	09/07/2023	225-227015 TLT Payable to State	823
6378	NEVADA DEPARTMENT OF TAXATION	TLT AUG 2023	Transient Lodging Tax	08/31/2023	2,306.44		225-227015 TLT Payable to State	823
6378	NEVADA DEPARTMENT OF TAXATION	TLT JUL 2023	Transient Lodging Tax	07/31/2023	2,589.66	08/17/2023	225-227015 TLT Payable to State	723
Total 6378:					7,202.54			
NEVADA DEPT PUBLIC SAFETY - DPS								
7405	NEVADA DEPT PUBLIC SAFETY - DPS	64415	Professional Services	09/01/2023	40.25		100-413-315 Prof Serv-Personnel	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 7405:					40.25			
NEVADA LEAGUE OF CITIES AND								
123	NEVADA LEAGUE OF CITIES AND	FY24 0008	FY23-24 Dues	07/01/2023	7,500.00		100-412-581 Dues and Memberships	723
Total 123:					7,500.00			
NORTHERN TOOL & EQUIPMENT								
4481	NORTHERN TOOL & EQUIPMENT	1650938500	cement mixer	08/08/2023	3,339.59		100-475-605 Minor Equipment	823
Total 4481:					3,339.59			
NV ENERGY								
167	NV ENERGY	13818 AUG 23	34596405113818 ACH	08/26/2023	43.09	09/14/2023	100-475-622 Electricity	823
167	NV ENERGY	13924 SEP 23	48768108113924 ACH	08/26/2023	33.59	09/14/2023	100-575-622 Electricity	823
167	NV ENERGY	26093 SEP 23	34596402626093 ACH	09/07/2023	1,690.05	09/25/2023	100-575-622 Electricity	923
167	NV ENERGY	26100 SEP 23	34596502626100 ACH	09/07/2023	36,263.89	09/25/2023	510-810-622 Electricity	923
167	NV ENERGY	26100 SEP 23	34596502626100 ACH	09/07/2023	70.28	09/25/2023	520-810-622 Electricity	923
167	NV ENERGY	26445 AUG 23	34596505226445 ACH	08/25/2023	10,234.17	09/13/2023	510-840-622 Electricity	823
167	NV ENERGY	28458 AUG 23	34596505228458 ACH	08/25/2023	21,631.70	09/13/2023	510-840-622 Electricity	823
167	NV ENERGY	29499 AUG 23	1000213677906929499 ACH	08/31/2023	63.82	09/18/2023	100-475-622 Electricity	823
167	NV ENERGY	30672 AUG 23	213677908230672 ACH	08/26/2023	40.76	09/14/2023	100-575-622 Electricity	823
167	NV ENERGY	42683 SEP 23	82190404842683 ACH	09/07/2023	59.83	09/25/2023	100-475-622 Electricity	923
167	NV ENERGY	42683 SEP 23	82190404842683 ACH	09/07/2023	5,744.82	09/25/2023	520-810-622 Electricity	923
167	NV ENERGY	42683 SEP 23	82190404842683 ACH	09/07/2023	358.94	09/25/2023	510-810-622 Electricity	923
167	NV ENERGY	42683 SEP 23	82190404842683 ACH	09/07/2023	210.93	09/25/2023	100-575-622 Electricity	923
167	NV ENERGY	71493 AUG 23	271223607571493 ACH	08/26/2023	39.83	09/14/2023	100-475-622 Electricity	823
167	NV ENERGY	97731 AUG 23	213677908197731 ACH	08/26/2023	41.71	09/14/2023	100-575-622 Electricity	823
167	NV ENERGY	97899 SEP 23	80865904797899 ACH	09/07/2023	14,678.94	09/25/2023	100-475-622 Electricity	923
Total 167:					91,206.35			
OAKES, JUSTIN EDWARD								
8908	OAKES, JUSTIN EDWARD	22TR01941A	Conflict counsel prior year, H Wartham	08/01/2023	814.00	08/17/2023	100-425-325 PROF SERV-CONFLICT COUNS	823
Total 8908:					814.00			
OFFICE DEPOT								
133	OFFICE DEPOT	315439248001	Ear Buds for transcribing	08/22/2023	79.98		100-416-650 Community Support	823
133	OFFICE DEPOT	324381701001	PAPER	08/08/2023	15.39		510-840-601 Office Supplies	823
133	OFFICE DEPOT	324381701001	PAPER	08/08/2023	23.10		100-575-601 Office Supplies	823
133	OFFICE DEPOT	324381701001	PAPER	08/08/2023	30.80		510-810-601 Office Supplies	823
133	OFFICE DEPOT	324381701001	PAPER	08/08/2023	30.80		520-810-601 Office Supplies	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	324381701001	PAPER	08/08/2023	15.40		100-417-601 OFFICE SUPPLIES	823
133	OFFICE DEPOT	324381701001	PAPER	08/08/2023	38.50		100-475-601 Supplies-Office	823
133	OFFICE DEPOT	325172452001	CHAIRMAT PW	08/07/2023	32.99		520-810-601 Office Supplies	823
133	OFFICE DEPOT	325172452001	CHAIRMAT PW	08/07/2023	32.99		100-575-601 Office Supplies	823
133	OFFICE DEPOT	325172452001	CHAIRMAT PW	08/07/2023	32.99		100-475-601 Supplies-Office	823
133	OFFICE DEPOT	325172452001	CHAIRMAT PW	08/07/2023	32.99		510-810-601 Office Supplies	823
133	OFFICE DEPOT	325172452001	CHAIRMAT PLANNING	08/07/2023	132.01		100-610-601 Office Supplies	823
133	OFFICE DEPOT	325307357001	UT OFFICE SUPPLIES	08/24/2023	69.63		510-810-601 Office Supplies	823
133	OFFICE DEPOT	325307357001	UT OFFICE SUPPLIES	08/24/2023	69.62		520-810-601 Office Supplies	823
133	OFFICE DEPOT	325819290001	PRINTER PAPER	08/07/2023	247.50		100-475-601 Supplies-Office	823
133	OFFICE DEPOT	325819290001	PRINTER PAPER	08/07/2023	198.00		520-810-601 Office Supplies	823
133	OFFICE DEPOT	325819290001	PRINTER PAPER	08/07/2023	99.00		100-417-601 OFFICE SUPPLIES	823
133	OFFICE DEPOT	325819290001	PRINTER PAPER	08/07/2023	148.50		100-575-601 Office Supplies	823
133	OFFICE DEPOT	325819290001	PRINTER PAPER	08/07/2023	198.00		510-810-601 Office Supplies	823
133	OFFICE DEPOT	325819290001	PRINTER PAPER	08/07/2023	98.99		510-840-601 Office Supplies	823
133	OFFICE DEPOT	325822725001	PW Printer	08/04/2023	17.50		100-475-601 Supplies-Office	823
133	OFFICE DEPOT	325822725001	PW Printer	08/04/2023	14.00		520-810-601 Office Supplies	823
133	OFFICE DEPOT	325822725001	PW Printer	08/04/2023	7.00		100-417-601 OFFICE SUPPLIES	823
133	OFFICE DEPOT	325822725001	PW Printer	08/04/2023	10.50		100-575-601 Office Supplies	823
133	OFFICE DEPOT	325822725001	PW Printer	08/04/2023	6.99		510-840-601 Office Supplies	823
133	OFFICE DEPOT	325822725001	PW Printer	08/04/2023	14.00		510-810-601 Office Supplies	823
133	OFFICE DEPOT	326947891001	PW Business Cards	08/16/2023	4.90		520-810-601 Office Supplies	823
133	OFFICE DEPOT	326947891001	PW Business Cards	08/16/2023	2.45		100-417-601 OFFICE SUPPLIES	823
133	OFFICE DEPOT	326947891001	PW Business Cards	08/16/2023	2.44		510-840-601 Office Supplies	823
133	OFFICE DEPOT	326947891001	PW Business Cards	08/16/2023	3.68		100-575-601 Office Supplies	823
133	OFFICE DEPOT	326947891001	PW Business Cards	08/16/2023	6.13		100-475-601 Supplies-Office	823
133	OFFICE DEPOT	326947891001	PW Business Cards	08/16/2023	4.90		510-810-601 Office Supplies	823
133	OFFICE DEPOT	328095646001	USB	08/31/2023	107.96		100-414-600 General Supplies	823
133	OFFICE DEPOT	328148953001	books	08/31/2023	2.95		100-414-600 General Supplies	823
133	OFFICE DEPOT	328148954001	pen	08/31/2023	29.99		100-414-600 General Supplies	823
133	OFFICE DEPOT	328176065001	General Supplies	08/19/2023	2.79		100-413-600 General Supplies	823
133	OFFICE DEPOT	329333054001	Pens; pencil cup, highlighters	09/01/2023	62.88		100-415-600 General Supplies	923
133	OFFICE DEPOT	329370801001	Desk lamp	08/31/2023	59.99		100-415-600 General Supplies	823
133	OFFICE DEPOT	329567120001	Office Chair	08/30/2023	81.06		510-840-601 Office Supplies	823
133	OFFICE DEPOT	329567120001	Office Chair	08/30/2023	81.07		510-810-601 Office Supplies	823
133	OFFICE DEPOT	329567120001	Office Chair	08/30/2023	81.06		520-810-601 Office Supplies	823
133	OFFICE DEPOT	329948595001	General Supplies	08/30/2023	7.99		100-525-600 General Supplies	823
133	OFFICE DEPOT	330693013001	Chair mat and delivery fee	09/05/2023	171.98		100-415-600 General Supplies	923
133	OFFICE DEPOT	43404084	Office Supplies	07/01/2023	41.88		100-416-600 General Supplies	723
Total 133:					2,453.27			

O'REILLY AUTO PARTS

6230	O'REILLY AUTO PARTS	3599-261891	front end parts for 3007	08/30/2023	307.62		100-475-610 Automotive Supplies	823
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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
6230	O'REILLY AUTO PARTS	3599-261984	coolant for w/w genset	08/30/2023	43.98		520-810-430 Service-Repair and Maintenance	823
6230	O'REILLY AUTO PARTS	3599-262888	PARTS FOR STREETS SMALL DUMP TRUCK	09/05/2023	475.15		100-475-430 Service-Repair and Maintenance	923
6230	O'REILLY AUTO PARTS	3599-263057	sensor for 1001 W/D	09/06/2023	25.22		510-810-610 Automotive Supplies	923
6230	O'REILLY AUTO PARTS	3599-263064	PARTS FOR FIRE DEPT.	09/06/2023	58.66		100-126000 Intergovernmental Receivable	923
6230	O'REILLY AUTO PARTS	3599-263205	CREDIT FOR STREETS	09/05/2023	475.15-		100-475-610 Automotive Supplies	923
6230	O'REILLY AUTO PARTS	3599-263206	PARTS FOR STREETS DUMP TRUCK	09/07/2023	513.15		100-475-610 Automotive Supplies	923
6230	O'REILLY AUTO PARTS	3599-263259	PARTS FOR FIRE DEPT.	09/07/2023	134.20		100-126000 Intergovernmental Receivable	923
6230	O'REILLY AUTO PARTS	3599-263910	PARTS FOR STREETS 3003	09/11/2023	80.42		100-475-610 Automotive Supplies	923
Total 6230:					1,163.25			
OWEN EQUIPMENT								
7965	OWEN EQUIPMENT	61023	vactor repair coupling for blower. streets	08/29/2023	2,985.10		100-475-430 Service-Repair and Maintenance	823
Total 7965:					2,985.10			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5172175	Pacific Shred	08/23/2023	66.00		100-416-420 Contract Services	823
Total 8876:					66.00			
PDBLOWERS, INC.								
8653	PDBLOWERS, INC.	83064	East Lift rotary blower	08/31/2023	2,913.26		520-810-430 Service-Repair and Maintenance	823
8653	PDBLOWERS, INC.	83263	East Lift Blower Oil	09/12/2023	932.99		520-810-430 Service-Repair and Maintenance	923
8653	PDBLOWERS, INC.	83265	East Lift Blower Oil Sight Glass	09/12/2023	21.77		520-810-430 Service-Repair and Maintenance	923
Total 8653:					3,868.02			
PORTER GROUP LLC								
8933	PORTER GROUP LLC	23COF8	Professional Services SEP 2023	09/01/2023	6,000.00		100-413-322 Prof Serv-Other	923
Total 8933:					6,000.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	9/2023	Retiree Group Insurance	09/02/2023	217.68		100-415-240 Group Insurance	923
143	PUBLIC EMPLOYEES BENEFITS PROG	9/2023	Retiree Group Insurance	09/02/2023	1.08		510-810-240 Group Insurance	923
143	PUBLIC EMPLOYEES BENEFITS PROG	9/2023	Retiree Group Insurance	09/02/2023	94.16		100-605-240 Group Insurance	923
143	PUBLIC EMPLOYEES BENEFITS PROG	9/2023	Retiree Group Insurance	09/02/2023	261.08		520-810-240 Group Insurance	923
Total 143:					574.00			
PURCELL TIRE CO								
38	PURCELL TIRE CO	26155915	tires for 1011 W/D.	07/20/2023	841.00		510-810-610 Automotive Supplies	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 38:					841.00			
Q & D CONSTRUCTION - FERNLEY								
7612	Q & D CONSTRUCTION - FERNLEY	16668-001	DI cleaning	09/07/2023	2,723.00		100-475-342 Tech Services-Other	923
7612	Q & D CONSTRUCTION - FERNLEY	16668-002	DI cleaning Labor and equipment	09/11/2023	2,392.00		100-475-342 Tech Services-Other	923
7612	Q & D CONSTRUCTION - FERNLEY	16668-003	DI cleaning	09/11/2023	2,392.00		100-475-342 Tech Services-Other	923
7612	Q & D CONSTRUCTION - FERNLEY	16668-004	DI cleaning	09/11/2023	2,392.00		100-475-342 Tech Services-Other	923
Total 7612:					9,899.00			
RENO ROCK TRANSPORT								
7002	RENO ROCK TRANSPORT	190919	DG GVp dog park	08/29/2023	2,922.00		100-575-600 General Supplies	823
Total 7002:					2,922.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	23-1293	Villa Park storm drain design services	08/31/2023	4,182.50		100-475-730 Improve other than Buildings	823
Total 8602:					4,182.50			
SHELL CREEK CONSTRUCTION								
1447	SHELL CREEK CONSTRUCTION	EN2023-002	RELEASE OF BOND 1044 INGLEWOOD DR	09/06/2023	1,420.00	09/07/2023	100-228300 Customer Deposits/Bonds - Dev	923
Total 1447:					1,420.00			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	230899	Two new E-Ones	09/07/2023	7,354.98		520-810-615 E-One R & M	923
Total 6530:					7,354.98			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN304934	River ranch and pilot road extension	09/12/2023	44.00		510-810-423 Contract Services-ANALYTICAL	923
Total 7856:					44.00			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/58534631	replacement batteries for shop tools	08/28/2023	151.76		100-480-600 GENERAL SUPPLIES/TOOLS	823
Total 8735:					151.76			
SOSU TV CORP								
8909	SOSU TV CORP	WC1235	Fernley Focus Videos Sept 23	08/28/2023	1,083.00		100-413-322 Prof Serv-Other	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8909:					1,083.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	33096 AUG 23	910001133096 ACH	08/25/2023	30.24	09/13/2023	510-810-621 Natural Gas	823
204	SOUTHWEST GAS CORP	33438 SEP 23	910001133438 ACH	08/22/2023	141.75	09/11/2023	100-417-621 Natural Gas	823
Total 204:					171.99			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	SEP 2023-1	CHILD SUPPORT	09/08/2023	324.46	09/07/2023	100-219900 OTHER PAYROLL PAYABLES	923
Total 176:					324.46			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2023250111776	PS Chemicals	08/15/2023	16,783.20		510-840-617 Chemicals	823
Total 8646:					16,783.20			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	SEP 2023	PREPAID POSTAGE FOR IN-HOUSE BILLING	09/01/2023	1,900.00	08/31/2023	510-810-550 Printing and Postage	923
7344	U S POSTAL SERVICE	SEP 2023	PREPAID POSTAGE FOR IN-HOUSE BILLING	09/01/2023	1,900.00	08/31/2023	520-810-550 Printing and Postage	923
Total 7344:					3,800.00			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00122051	PS Chemical supplies	08/31/2023	582.96		510-840-616 Safety Supplies	823
464	USA BLUEBOOK	INV00123461	Level Transmitter for East Lift	09/05/2023	973.40		520-810-430 Service-Repair and Maintenance	923
464	USA BLUEBOOK	INV00128644	coliform standards and study material	09/08/2023	686.90		510-810-614 Supplies-Plant/Shop/Maint	923
Total 464:					2,243.26			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9943374026	Aug 2-Oct 1 ACT 742052267-00001	09/23/2023	40.07		520-810-530 Communications	923
Total 8495:					40.07			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2323	WTP SCADA Support	09/08/2023	310.00		510-840-429 Contract Services-SCADA	923
8606	VERUS ASSOCIATES NEVADA, LLC	2324	WW SCADA Support	09/08/2023	1,007.50		520-810-429 Contract Services-SCADA	923
Total 8606:					1,317.50			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
VOYA FINANCIAL								
8591	VOYA FINANCIAL	SEP 2023-1	DEFERRED COMPENSATION, 457	09/08/2023	1,625.00	09/08/2023	100-215000 457 PAYABLE	923
Total 8591:					1,625.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 Aug 23	6-82646-25001	09/01/2023	715.24		100-417-412 Utility Services-Refuse	923
447	WASTE MANAGEMENT	33001 SEP 23	11-60772-33001	09/06/2023	103.14		100-417-412 Utility Services-Refuse	923
447	WASTE MANAGEMENT	33005 SEP 23	11-60745-3305	09/06/2023	14.39		510-840-412 Utility Service-Refuse	923
447	WASTE MANAGEMENT	33009 SEP 23	11-60774-33009	09/06/2023	84.39		510-810-412 Utility Service-Refuse	923
447	WASTE MANAGEMENT	43003 SEP 23	11-60760-43003	09/06/2023	42.20		520-810-412 Utility Service-Refuse	923
447	WASTE MANAGEMENT	65007 Aug 23	6-82641-65007	09/01/2023	570.91		100-417-412 Utility Services-Refuse	923
447	WASTE MANAGEMENT	95009 Aug 23	8-29467-95009	09/01/2023	448.45		100-575-412 Utility Service-Refuse	923
Total 447:					1,978.72			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2308-069919	safety glasses	08/24/2023	171.07		510-810-616 Supplies-Safety	823
8571	WESTERN INDUSTRIAL PARTS, INC.	2308-070500	fleet supplies	08/31/2023	223.03		100-480-610 AUTOMOTIVE SUPPLIES	823
Total 8571:					394.10			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19817412-1	water meter resetters	09/08/2023	812.92		510-810-613 Supplies-Meter Service	923
195	WESTERN NEVADA SUPPLY CO.	19838882	bin stock	07/14/2023	387.46		510-810-613 Supplies-Meter Service	723
195	WESTERN NEVADA SUPPLY CO.	19861912/Aug	sensus dual and single port MXU	07/28/2023	4,000.00		510-166100 Construction In Progress	723
195	WESTERN NEVADA SUPPLY CO.	19868622	PS HSPS PRV rebuild parts	08/09/2023	778.71		510-840-430 Service-Repair and Maintenance	823
195	WESTERN NEVADA SUPPLY CO.	19870421-1	Bin stock	08/10/2023	275.80		510-810-613 Supplies-Meter Service	823
195	WESTERN NEVADA SUPPLY CO.	19881497	Sensus lperl 3/4in 1000 gal water meters	08/10/2023	4,992.00		510-166100 Construction In Progress	823
195	WESTERN NEVADA SUPPLY CO.	19881498	Bin stock	08/10/2023	1,070.75		510-810-613 Supplies-Meter Service	823
195	WESTERN NEVADA SUPPLY CO.	19881516	PS Solids plumbing	08/09/2023	89.87		510-840-430 Service-Repair and Maintenance	823
195	WESTERN NEVADA SUPPLY CO.	19882116	sensus omni 2 inch water meters	08/10/2023	2,979.48		510-166100 Construction In Progress	823
195	WESTERN NEVADA SUPPLY CO.	19882122	Meter box lids	08/08/2023	2,523.75		510-810-613 Supplies-Meter Service	823
195	WESTERN NEVADA SUPPLY CO.	19886645	PS replacement ARV	08/17/2023	556.00		510-840-430 Service-Repair and Maintenance	823
195	WESTERN NEVADA SUPPLY CO.	19886646	PS replacement ARVs	08/10/2023	1,823.94		510-840-430 Service-Repair and Maintenance	823
195	WESTERN NEVADA SUPPLY CO.	19890479	Sensus lperl 3/4 1000 gal water meters	08/18/2023	4,461.60		510-166100 Construction In Progress	823
195	WESTERN NEVADA SUPPLY CO.	19890480	bin stock	08/18/2023	109.60		510-810-613 Supplies-Meter Service	823
195	WESTERN NEVADA SUPPLY CO.	19890480-1	Bin stock	08/25/2023	206.22		510-810-613 Supplies-Meter Service	823
195	WESTERN NEVADA SUPPLY CO.	19897707	well 4 parts for meter register	09/07/2023	737.59		510-840-430 Service-Repair and Maintenance	923
195	WESTERN NEVADA SUPPLY CO.	19902699	sensus iperl 3/4 1000 gal water meter	08/28/2023	4,461.60		510-166100 Construction In Progress	823
195	WESTERN NEVADA SUPPLY CO.	19906004	Galvanized parts for ARVs	08/22/2023	393.56		510-840-430 Service-Repair and Maintenance	823
195	WESTERN NEVADA SUPPLY CO.	19909050	PS plumbing ARV repair parts	08/24/2023	178.16		510-840-430 Service-Repair and Maintenance	823
195	WESTERN NEVADA SUPPLY CO.	19912500	bin stock	09/08/2023	1,131.18		510-810-613 Supplies-Meter Service	923
195	WESTERN NEVADA SUPPLY CO.	19914955	PS replacement ARVs	09/07/2023	1,623.30		510-840-430 Service-Repair and Maintenance	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
195	WESTERN NEVADA SUPPLY CO.	19914981	PS HSPS plumbing parts	08/30/2023	271.66		510-840-430 Service-Repair and Maintenance	823
195	WESTERN NEVADA SUPPLY CO.	19921627	PS fittings	09/07/2023	29.26		510-840-430 Service-Repair and Maintenance	923
195	WESTERN NEVADA SUPPLY CO.	CM19886646	PS credit memo for incorrect ARVs	08/24/2023	1,823.94-		510-840-430 Service-Repair and Maintenance	823
195	WESTERN NEVADA SUPPLY CO.	CM19909050	PS credit memo for incorrect part	08/24/2023	133.66-		510-840-430 Service-Repair and Maintenance	823
Total 195:					31,936.81			
WHITE CAP, L.P.								
8852	WHITE CAP, L.P.	50023544090	misc. concrete tools	08/30/2023	482.96		100-475-600 General Supplies	823
8852	WHITE CAP, L.P.	50023694770	safety harness and saw blade for W/D	09/12/2023	317.07		510-810-600 General Supplies	923
Total 8852:					800.03			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	0170958	Lands Bill Prof Services _ June2023	07/01/2023	1,547.50	09/07/2023	100-413-322 Prof Serv-Other	723
2454	WOOD RODGERS, INC.	0172740	Federal lands Conveyance Prof Service thru 7/31/23	07/31/2023	400.00	09/07/2023	100-413-322 Prof Serv-Other	723
Total 2454:					1,947.50			
WTR ELECTRIC, INC								
8650	WTR ELECTRIC, INC	23142	Cottonwood shop and OTP	08/31/2023	340.00		100-575-428 Contract Services-ELECTRICAL	823
Total 8650:					340.00			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	8/2023	CREDIT CARD PROCESSING FEES	08/31/2023	2,076.83	08/31/2023	520-810-609 Credit Card Fees	823
2468	XPRESS BILL PAY LLC	8/2023	CREDIT CARD PROCESSING FEES	08/31/2023	2,076.83	08/31/2023	510-810-609 Credit Card Fees	823
Total 2468:					4,153.66			
Grand Totals:					389,938.77			

Dated: _____

Mayor: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
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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
SEPTEMBER 6, 2023**

Mayor Neal E. McIntyre called the meeting of the Fernley City Council meeting to order at 5:00PM.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilwomen Fran McKay, City Manager Benjamin Marchant, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, HR Manager Mitzi Carter, Deputy Finance Director Jennie Carrick, Building Official Charity Birkel, Building Inspector I Michael Moore, Planning Director Michele Rambo, Public Works Director Barry Williams, City Engineer Derek Starkey.

1.3. Public Forum

None at this time

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

Motion: I MOVE TO APPROVE THE CONSENT AGENDA WITH ITEM 2.4 PULLED FOR FUTURE DISCUSSION. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, Councilwoman McKay, Councilman Torres.

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read new business licenses.

2.4. (Possible Action) Approval to save and not spend \$3,577,592.80 in remaining ARPA funds that are currently allocated to Sewer projects and other general services in an effort to ensure the City will have the funding to contract for and construct Phase I of the Community Response and Resource Center (CRRC).

City Engineer Derek Starkey gave a detailed report of the funding and expenditures for the Community Response and Resource Center (CRRC). The total estimated cost of construction is \$18.3MM. This estimate was calculated by CORE construction from the 50% design plans. Staff have pursued different avenues of funding and have received: \$500K grant from the Community Development Block Grant, CDBG; \$2MM

in Federal appropriations; \$300K in ARPA funding was also received from Lyon County; \$2MM in Transient Lodging Tax has been budgeted for the project in the FY 23/24 budget; and an additional \$414K grant with the Nevada Department of Transportation through their Transportation Alternatives Program has also been applied for and staff are awaiting the results of their review. Even with the additional funding, there is a shortfall of about 5.3MM for the project. In an effort to bridge the shortfall and cover construction costs, staff is proposing Council consider reallocation of the City's remaining ARPA funds. Reallocating the remaining funds for sewer projects and general services will not impact the completion of those projects. Sewer projects will continue to be completed using sewer enterprise funds.

Councilman Torres stated that he wanted it to be very clear that this will not stop any projects that are earmarked, or that may come up like an emergency, or to do the projects that are planned in the near and immediate future.

Motion: I MOVE TO REALLOCATE \$3,577,592.80 IN REMAINING ARPA FUNDS THAT ARE CURRENTLY ALLOCATED TO SEWER PROJECTS AND OTHER GENERAL SERVICES IN AN EFFORT TO ENSURE THE CITY WILL HAVE THE FUNDING TO CONTRACT FOR AND CONSTRUCT PHASE I OF THE COMMUNITY RESPONSE AND RESOURCE CENTER (CRRS).

Action: APPROVED. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Fran McKay.

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

2.5. (Possible Action) to authorize the execution of the water rights banking and dedication agreement with Christopher Madsen, APN 020-371-05 TCID serial number 1057-17 in the amount of 3.08 acre-feet.

2.6. (Possible Action) to Participate in the Walgreens Settlement in the District Court Case entitled: "State of Nevada v. McKesson Corporation, et al.," Case Number A-19-796755-B, filed in the Eighth Judicial District Court, Clark County, Nevada, and to release any and all claims against all released entities and agree to the Walgreens Settlement in the Net Allocation Amount of \$17,340.73 to the City of Fernley and take all actions properly related thereto.

2.7. (Possible Action) to Participate in the Teva Settlement in the District Court Case entitled: "State of Nevada v. McKesson Corporation, et al.," Case Number A-19-796755-B, filed in the Eighth Judicial District Court, Clark County, Nevada and to release any and all claims against all released entities and agree to the Teva Settlement in the Net Allocation Amount of \$11,560.48 to the City of Fernley and take all actions properly related thereto

2.8. (Possible Action) to Approve the Will-Serve Request from The Meadows at Inglewood, Maintenance Building for 0.40 ERC's for Water and .36 ERC's for Sewer for Lyon County Parcel 020-342-02 located at 1065 Inglewood Drive, Fernley, NV 89408.

2.9. (Possible Action) Approval of revised Building Inspector I, II and III job description

2.10. (Possible Action) to approve a contract with Phyllis Dowd not to exceed \$45,000.00 for year end close out and audit preparation for FY22/23

2.11. (Possible Action) Add Deputy Finance Director as Administrator for Nevada State Bank Treasury Services.

2.12. (Possible Action) to reappoint Jacqueline LaVoie and Sharon Holley to the Fernley Senior Citizen Advisory Committee for a two-year term expiring September 2025.

2.13. (Possible Action) Approval of the revised job description for the Development Services Coordinator position previously approved by the City Council on March 16, 2022.

2.14. (Possible Action) Approval of the job description and salary range for the Senior Maintenance Worker Parks position approved by the City Council on May 17, 2023 during the FY23-24 budget discussions. The wage range is \$22.75 - \$32.50 or \$47,320.00 - \$67,600 annually.

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

Chief Deputy Sheriff Mitch Branningham, Lyon County Sheriff's Office, reported on the Pyramid Tribal Police officer killed just outside of Wadsworth on August 25, 2023. The officer's memorial service will be Saturday, September 9, 2023, at the Aces Stadium in Reno at 6:30 pm. On August 26, 2023, there was a shooting on Andy Way. Detectives responded and conducted a homicide investigation. At the conclusion of that investigation, a 44-year-old female was arrested on open murder charges. He wanted to make it very clear to the Council and the citizens of Fernley that there were witnesses on the scene, and there was significant physical evidence located on the scene that directly contradicted a claim of self-defense. There is no additional threat to the public regarding that case. On August 26, 2023, the department gave out 120 backpacks. The department also conducted a school supply drive. Those supplies are being delivered directly to the schools. A ComStat statistics report was given showing a month by month comparison for the months of July and August. There was no significant change in burglaries, domestic violence was down in August, drug and traffic offenses were up in August but the DUI was down in August. The Sheriffs Traffic Enforcement Team (STET) has been implemented and conducted their first operation; 25 traffic stops in school zones on the first day of school at different points in the County and 20 citations were issued.

Mayor McIntyre thanked the department for the K9 presentation at the Chamber breakfast.

Councilman Lau thanked the department for their work on domestic violence.

Councilman Hanan thanked the department for the radar trailer out at the golf course.

Councilwoman Zoberski asked about the communications between the Sheriffs department and State NHP in regards to STET.

Councilwoman McKay asked for confirmation that the services at the Veterans Coalition is at 9:00 am, on Monday, September 11, 2023.

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

Mayor McIntyre asked the Council if they would prefer that the monthly report from the Building department be sent by email or presented at the council meeting. He stated they could do both:

Councilwoman Zoberski stated she would prefer the monthly report in an email.

Councilman Torres stated that when it is present at the Council meeting, it is letting the citizens know and is on the record.

Councilman Hanan stated that the public presentation is good for the city.

Building Official Birkel gave the monthly report: 90 applications were submitted, 5 of those were new single family dwellings, 4 commercial buildings, 3 of the commercial were for new structures - the CRRC

building, a warehouse on Logan Lane, and the Silver Square Plaza at 810 and 840 Main Street. There were 40 solar applications submitted. There were a total of 116 permits issued, 31 were new single family dwellings, 43 were solar. Permit fees collected were \$55,000 on submitted permits, and \$160,00 on issued permits. Building inspectors completed 1,550 building inspections; 2 were for new business licenses. Code enforcement took in 54 complaints, 11 have been abated or completed. 20 vehicles were tagged and 5 of those were towed, and 15 were moved or registered.

Mayor McIntyre introduced Benjamin Marchant the new City Manager.

City Manager Marchant stated that he was very grateful to be here and was met with a very warm welcome from the Fernley staff. He extended an indentation to anyone who has questions.

Councilwoman McKay reminded everyone of the 9/11 services at 9:00 on Monday, September 11, 2023.

Councilman Torres stated that on Tuesday, August 29, 2029, he had the honor of attending the Nevada Department of Veterans Services 80th Anniversary Party. They are continuing to improve on the Northern Nevada Veterans Home and are expanding the Southern Nevada Veterans home. He spoke with Dave Stix in regards to BOR and TCID They are expecting to have water in canal by November 1. TCID did agree with the State Water Marshal to lengthen the time for water allotment so the watering season will go an extra 60 days.

Councilman Lau asked the citizens of Fernley to attend FHS football games.

Councilman Hanan welcomed Ben Marchant.

Mayor McIntyre stated that Nick VanderPool is open to anyone who wants to talk to him in regards to the wells and canal. Mr. VanderPool has set up a meeting with the new City Manager, Ben Marchant, to let him know what he is doing for the City of Fernley.

4. PROCLAMATIONS BY THE MAYOR

Mayor McIntyre presented two proclamations:

- 1 - September 2023 as National Suicide Prevention and Action Month in the City of Fernley. The certificate was accepted by Chief Deputy Branningham.
- 2 - September 2023 as Childhood Cancer Awareness Month.

5. RESOLUTIONS

5.1. (Possible Action) to approve Resolution #23-008 authorizing the establishment of a Gold sweep account with Nevada State Bank to be linked to the City's general checking analysis account with Nevada State Bank.

Deputy Finance Director Carrick presented that the City currently has a non-interest bearing general checking analysis account, which holds monies for current operations. It earns no interest as an analysis account, but earns credit that is applied toward the costs of the account. Having a sweep account where monies will be transferred at the end of each business day will provide an opportunity for the City to earn interest revenue at a current rate of 4.73% to 4.83%.

Councilwoman McKay asked if the current account has an average daily balance of \$3M over an entire year

and Deputy Finance Director Carrick stated that there is.

Motion: I MOVE TO APPROVE RESOLUTION #23-008 AUTHORIZING THE ESTABLISHMENT OF A SWEEP ACCOUNT WITH NEVADA STATE BANK TO BE LINKED TO THE CITY'S GENERAL CHECKING ANALYSIS ACCOUNT WITH NEVADA STATE BANK. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, Councilwoman McKay, Councilman Torres.

5.2. (Possible Action) to adopt Resolution #23-012, a Resolution of the Fernley City Council, State of Nevada, directing the Mayor to conduct evaluations in compliance with Fernley Municipal Code of Ordinances Codes 2.03.04(a), 2.04.04(a) and 2.05.03(a).

City Attorney Aaron Mouritsen gave a presentation clarifying the roles of the Legislative and Executive branches. Currently, Appointed Employees are required to be evaluated once a year and the process the City has been following is to do an evaluation in a public meeting in front of the Council. He presented why he thinks the code indicates a different process. Pursuant to Fernley Municipal Codes 2.03.04(a), 2.04.04(a) and 2.05.03(a), it is the obligation of the Mayor, in his role as the Chief of the Executive Branch, to complete the Final Annual Evaluations for Appointed Employees. The Mayor works closely with Appointed Employees and is in the best position to evaluate the Appointed Employees. This is also in alliance with the City of Fernley's Policies and Procedures, Section 10 "Performance Management". Additionally, a private evaluation is more consistent with other Executive Branch evaluations.

Mayor McIntyre asked about the different evaluation forms. The Mayor also asked about the evaluation of the City Clerk which is due. City Attorney Mouritsen stated that every statutory employee has their own evaluation form. He stated that depending on the resolution, we would either agendaize her for a public valuation if the resolution is rejected, or if it is adopted it would be scheduled with her and HR.

Councilman Torres recommended that the Council take the POOLPACT training on doing the evaluation forms properly as far as legally and HR.

Councilwoman McKay stated that she agrees with the training on the evaluation forms.

Motion: I MOVE TO APPROVE AND ADOPT RESOLUTION 23-012, A RESOLUTION OF THE FERNLEY CITY COUNCIL, STATE OF NEVADA, DIRECTING THE MAYOR TO CONDUCT ANNUAL EVALUATIONS ON APPOINTED EMPLOYEES IN COMPLIANCE WITH THE FERNLEY CODE OF ORDINANCES CODE 2.03.04(a), 2.04.04(a) AND 2.05.03(a) AND THE CITY OF FERNLEY'S POLICIES AND PROCEDURES INCORPORATING TRAINING OF THE CITY COUNCIL IN HR EVALUATIONS. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, Councilwoman McKay, Councilman Torres.

City Attorney Mouritsen advised that with the passing of the resolution with the amendment for training, it would wise to delay the City Clerk's evaluation until the training is completed in a quick time.

Councilman Torres asked if the City Clerk needed to waive her timeline so that it is still within the City Code.

City Clerk Kim Swanson stated that she would waive her timeline for evaluation.

6. PRESENTATIONS

6.1. (Possible Action) Presentation by Geothermal Rail Industrial Development, LLC regarding requesting a letter of support to Congressman Amodei's office requesting certain sections be added to

the existing 2023 Lands Bill.

Ken Stokes, representing Geothermal Rail Industrial Development LLC, requested to have a letter of support to Congressman Admonde's office asking that Section 6, west half of Section 8, and Section 18 which is approximately 1600 acres, be added to the existing lands bill as an amendment. The technical name of the lands bill is "The Northern Nevada Economic Development Act of 2023, Title 9, Fernley Economic Development Act Bill #HR3173". It is always good in the State of Nevada when land moves from the Federal Government to the city tax roll.

Councilman Torres asked for clarification as to the location of these sections. It was stated it is approximately where Farm District Road meets Highway 50, near the Geothermal plant.

Councilwoman Zoberski was concerned if this would affect the contract with Wood Rogers. City Engineer Starkey stated that this would impact the contract with Wood Rogers. They are working on the current lands bill that is already approved. This is in reference to the new lands bill that is being drafted and going through Congress.

Motion: I MOVE TO SUPPORT THE LETTER REGARDING A LETTER OF SUPPORT TO CONGRESSMAN ADMONDEI'S OFFICE REQUESTING CERTAIN SECTIONS BE ADDED TO THE EXISTING 2023 LANDS BILL, THOSE SECTIONS WHICH WERE PRESENTED TONIGHT. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, Councilwoman McKay, Councilman Torres.

7. PUBLIC HEARINGS

7.1. (Possible Action) First Reading for Bill #331, an Ordinance to repeal and replace Section 32.06.140 (Planned Development) of the City of Fernley Development Code.

Planning Director Michele Rambo stated that in the last few days there have been some additional changes to the code. It needs to go back to the Planning commission and ask to have it withdrawn from tonight's agenda and brought back in approximately two months.

7.2. (Possible action) First reading of Bill #330 and the initiation of a future agenda item related to two applications submitted by Christy Corporation, LTD on behalf of Nev Dev, LLC on a parcel ±26.55-acres in size and generally located south of Farm District Road, west of Desert Lakes Drive, and east of Donna Way (APN: 021-301-35).

- 1. MPA23001 – A master plan amendment application to redesignate the comprehensive master plan land use of the parcel from Single-Family Residential (SFR) to Commercial (C).**
- 2. ZMA23001 – A zoning map amendment application to rezone the parcel from Single-Family Residential, 20,000 square foot minimum lot size (SF20) to General Commercial (C2).**

Senior Planner Shay League (Zoom) presented the first reading of Bill #330 and the initiation of a future agenda item related to two applications submitted by Christy Corporation, LTD on behalf of Nev Dev, LLC on a parcel ±26.55-acres in size and generally located south of Farm District Road, west of Desert Lakes Drive, and east of Donna Way (APN: 021-301-35). Christy Corporation submitted a master plan amendment, zoning map amendment, and conditional use permit on behalf of Nev Dev to allow construction of a self-storage facility at the rear of this parcel. The developer intends to reserve the front of the parcel for future neighborhood-style commercial development to serve the nearby Desert Lakes housing subdivision.

Mayor McIntyre asked for public input, there was none.

7.3. (Possible Action) to adopt Bill # 333, an ordinance amending Title 16 Chapter 1 of the Fernley Municipal Code, parking and storage of junk vehicles as follows: This ordinance shall go into effect October 1st, 2023.

Building Official Charity Birkel stated that Staff came before council on April 5, 2023, for the first reading of this bill. Staff was before the council on April 19, 2023, for the adoption of this bill. At that time, the council directed staff to have (2) junk car workshops. These workshops were conducted on July 15, 2023, at 10:00 a.m. and July 17, 2023, at 5:00 p.m. At both workshops, there were participants from the community.

At the first workshop there were 19 residents in attendance. At the second workshop, there were 12 residents in attendance. These workshops were advertised on the reader board, Facebook and our City of Fernley webpage. The community weighed in with ideas and suggestions which were collected by Staff to try and incorporate some of the suggestions into this ordinance. A general ordinance to amend Title 16, Chapter 1 of the Fernley Municipal Code as it relates to parking and storage of junk vehicles. Adopting this ordinance will provide compliance with NRS Chapter 487.

Councilman Torres clarified that the Nevada law allows for 2 unregistered vehicles and no allowance for lot size. Each entity was given an allowance for what the penalty could be, we could lower the penalty or spread the penalty out, but the current law is a statute that we have to follow. We are following the legislative branch but allowing the judicial branch to determine the penalty.

Councilwoman Zoberski asked why we were not allowed to have exemptions for lot size, also who decides if it is artistic or not. City Attorney Mouritsen stated that the exemptions are within the bounds of what the NRS exceptions have and first amendment exceptions. We believe they are in compliance with the NRS and the Constitution.

Councilman Hanan thanked Charity Birkel for her time and effort spent. It is great that she held steady and made an excellent presentation, thanked her for her diligence and hard work.

Mayor McIntyre asked for Public comment:

Mary Bonno (ZOOM) stated she has issues with the way it is written. First, this was a criminal offense and not a civil offense. When it had to be completely scrapped and redone, there should have been workshops that included time for the public to actually converse with each other. If you can grant restrictions for certain things, then you can grant restrictions for other things. You have chosen to change the description of agricultural exemption and removed the exemptions for rural residential properties. We need some definition on how this is going to be carried out. The process must be in writing. There should be no anonymous complaints. There needs to be a complaint with an individual's name and they should be verified as a resident of Fernley to prevent massive complaints.

Motion: I MOVE TO APPROVE BILL #333 AS PRESENTED BY STAFF, A GENERAL ORDINANCE TO AMEND TITLE 16, CHAPTER 1 OF THE FERNLEY MUNICIPAL CODE. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilman Lau, Councilman Hanan, Councilwoman McKay, Councilman Torres, **No:** Councilwoman Zoberski.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Hanan would like to agendaize that the staff is looking at TCID agenda so we are missing out.

Councilman Lau asked if the city has a current alarm system to make citizens aware of a hazard.

Councilman Torres stated that the TCID agenda is a standing agenda item. We need to look at the islands in the city that are County islands. We need to annex that property back into the city.

Councilwoman McKay would like to get an explanation on the garbage contract and information on Lyon County's ordinance regarding tiny homes.

City Attorney Mouritsen stated that there was an extension to it that was set to be renewed in January of 2023, it automatically renewed for 5 years.

Councilman Hanan would like to add to the agenda the creation of a Citizens Advisory Board for Well and Water Rights Owners in the City of Fernley.

9. PUBLIC FORUM

Jim Chamberlain, City of Fernley resident, thanked the council for the TCID support, and would like data on the survey of wells when it is completed. He would also like guidance on how to form a Citizens Advisory Committee for water rights owners, well or surface rights owners in the City of Fernley. There is no mention of rejuvenation ponds in the master plan or on any agendas..

City Attorney Mouritsen stated we could have the staff look into the creation of an advisory board.

10. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:53 PM.

Approved by the Fernley City Council on September 20, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

ATTEST: City Clerk Kim Swanson

Mayor Neal E. McIntyre

Report Criteria:

License Status = "Active"

Business Origination date = 6/30/2023-09/14/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Dimwiddle-Hines Construction Inc	Ralph Dimwiddle CE	1105 Freeport Blvd	Sparks	NV	89431	916-481-3297	Contractor	General Building Contractor #7
Mastec Network Solutions	John Talbot	806 Douglas Road, Suite 110	Coral Gables	FL	33134	480-937-6382	Contractor	Wireless Telecommunications
Jen B Bookkeeping LLC	Jennifer Fruge-Bartle	770 F St	Fernley	NV	89408	775-404-2204	Accounting/Tax/Bookkeepi	Bookkeeping Services
Flor M. Rodriguez	Flor M. Rodriguez	1820 Hickory Ln	Fernley	NV	89408	336-588-5591	Short term home rentals	Airbnb
Starlite Homes LLC	Reddybabu Uppu, et	5340 Mistral Ct	Reno	NV	89511	775-303-5974	Residential Dwelling Rent	Multi-family residential rentals
Parce Apartments LLC	Rudy Medina Sandoz	635 Starlite Dr.	Fernley	NV	89408	775-813-3542	Residential Dwelling Rent	Multi-family Residential Rental
Spindola Service	Laura Spindola	945 Jasper Way	Fernley	NV	89408	775-835-7772	Wholesale and/or Retail	Estate sales, packing services,
Icon Power	Jacob & Jordan Basti	6320 S Sandhill Rd, STE 8	Las Vegas	NV	89120	888-777-3766	Contractor	Solar Contractor #85102
Grand Totals:								
8								

Report Criteria:

License Status = "Active"

Business Origination date = 6/30/2023-09/14/2023



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 20, 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:

Possible Action to Approve the Will-Serve Request from The Meadows at Inglewood, 1030 Inglewood Dr. for 0.66 ERC's for Water and 1.30 ERC's for Sewer for Lyon County Parcel 020-34-11 located at the at 1030 Inglewood Drive Unit, Fernley, NV 89408 (Building G)

AGENDA ITEM BRIEF:

1. The Meadows at Inglewood is seeking a Will-Serve for tenant improvements for Building G at 020-341-11 located at 1030 Inglewood Drive, Fernley, NV 89408
2. This project requires 0.66 ERC's for water (.74 AF) and 1.30 ERC's for sewer.
3. The Meadows at Inglewood has 7.92 -acre-feet of beneficial interest in water rights remaining. A portion of that will be applied towards this Will-Serve.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from The Meadows at Inglewood, Building G for 0.66 ERC's for Water and 1.3 ERC's for Sewer for Lyon County Parcel 020-341-11 located at 1030 Inglewood Drive 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:**

The Meadows at Inglewood is seeking a will-serve for 0.66 water ERC's and 1.30 sewer ERC's to be applied towards Building G on Lyon County Parcel 020-341-011 located at 1030 Inglewood Drive, Fernley, NV 89408.

Water and sewer connection fees will be paid at the time of building permit issuance in the amount of \$11,453.60.

BACKGROUND:

The Meadows at Inglewood holds a beneficial interest in 15.01 acre-feet of water rights dedicated under a Groundwater Dedication Agreement in 2007.

In August of 2018, The Meadows at Inglewood used .98 ERC's (1.1 AF) for Building – A located at 1030 Inglewood Drive, Fernley, NV 89408.

In August of 2020, The Meadows at Inglewood used .79 ERC's (.88 AF) for Building – H Located at 1044 Inglewood Drive, Fernley, NV 89408.

In February 2021, The Meadows at Inglewood used 2.15 (2.4 AF) water ERC's and 6.9 sewer ERC's to be used to for the TMAI Events Center.

In March 2021, The Meadows at Inglewood used .53 (.59 AF) water ERC's to be used for the TMAI Unit 100 – Yogurt Beach.

In December 2021, The Meadows at Inglewood used .93 (1.04 AF) water ERC's to be used for the TMAI Unit 110 – Steak House.

In December 2021, The Meadows at Inglewood used .56 (.63 AF) water ERC's to be used for the TMAI Unit 100 – Pizzeria.

August 2023, The Meadows at Inglewood used .40 (.44 AF) water ERC's to be used for the TMAI Maintenance Building

Accordingly, prior to the issuance of this will-serve request, The Meadows at Inglewood has 7.92 acre-feet of uncommitted water remaining under the banking agreement prior to the issuance of this will serve.

After the issuance of this Will-Serve the Meadows at Inglewood will have 7.18 acre feet of water remaining under the banking agreement.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

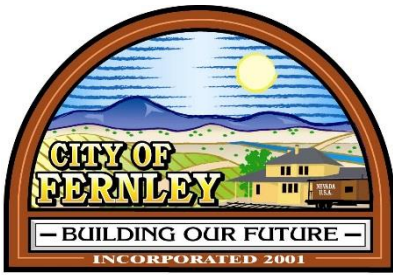
The water needed for this project has been previously dedicated under a prior banking agreement. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2023.08.20 Will Serve TMAI Building G



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: TMAI Building G Development/ project or property located at 1030 Inglewood Dr. Fernley, Nevada with 0.66 water connections and/or 1.30 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 \$7,210.00 per unit for water and \$5,150.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 020-341-11

Fernley City Council Approved Will-Serve on September 20, 2023

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 20, 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:

Possible Action to Approve the Will-Serve Request from Maple Creek Construction for 0.72 ERC's for Water and 2.03 ERC's for Sewer for Fernley Self Storage, Lyon County Parcel 020-285-01 located at 175 Mull Lane Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. Maple Creek Construction for Fernley Self Storage is seeking a Will-Serve at 175 Mull Lane, Fernley, NV.
2. This project requires 0.72 ERC's, which is equal to .81 acre-ft, for water and 2.03 ERC's for sewer.
3. This applicant has a credit from the previous building that was located on this same site. The previous will-serve will be applied for this project.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Maple Creek Construction for 0.72 ERC's for Water and 2.03 ERC's for Sewer for Fernley Self Storage, Lyon County Parcel 020-285-01 located at 175 Mull Lane 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:

Maple Creek Construction for Fernley Self Storage is seeking a will-serve for .72 ERC's for Water and 2.03 ERC's for Sewer on Lyon County Parcel 020-285-01 located at 175 Mull Lane Fernley, NV 89408.

Water and sewer connection fees will be paid at the time of building permit issuance.

BACKGROUND:

The previous building located on the parcel was demolished in preparation for the Fernley Self Storage project. This will-serve will replace the previous will-serve.

In August 2023, Maple Creek Construction is seeking a will-serve for 0.72 ERC's (.81 AF) for Water and 2.03 ERC's for Sewer for Fernley Self Storage.

Any additions to this building after the issuance of this will-serve will require additional water rights.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

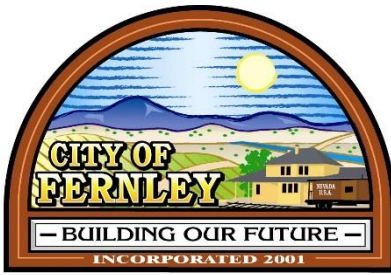
The water needed for this project has been previously dedicated under a prior will-serve commitment. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2023.09.20 Will Serve Fernley Self Storage



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: Fernley Self Storage (Development/ project or property located at 175 Mull Lane Fernley, Nevada with 0.72 water connections and/or 2.03 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 \$7,210.00 per unit for water and \$5,150.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 020-285-01

Fernley City Council Approved Will-Serve on September 20, 2023

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 20, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Karrmyne Williams

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes:X No:	Yes:X No:	100-417-320
		100-475-320
		100-575-320
		510-810-320
		520-810-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a contract with DOWL Reno, NV (formerly Farr West Engineering) for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and Vue Works) in an amount not to exceed \$50,000.

AGENDA ITEM BRIEF:

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

This item was heard and approved at the August 16th, 2023 meeting of City Council. It has been placed back on the agenda because the contract language has been modified. The modifications were reviewed by staff and legal counsel and there are no concerns with approving the contract with the modifications.

RECOMMENDED MOTION:

"I move to approve a contract with DOWL Reno, NV for the continued implementation and hosting of the Strategic Asset Management programs (ArcGIS Online and VueWorks) in an amount not to exceed \$50,000"

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which

legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

This item was previously heard and approved at the August 16th meeting of City Council. Staff is placing the contract back on the agenda because edits to the contract were proposed by DOWL. The edits have been reviewed and approved by staff and the City attorney's office.

The table below includes the proposed edits to the contract:

Item	Section/Page	Edit
1	NA/1	Edits to DOWL, LLC legal name and address
2	NA/2	Edits to DOWL, LLC legal name and address
3	15.A/5	Deleted “agents” and replaced “arising directly out of” to “to the extent caused by”
4	15.B/5	Similar edits to Item 3.
5	17/8	We can add Commercial Crime Insurance to our COI
6	17.4.2/9	Waiver of Subrogation: need to exclude Worker’s Comp and Professional Liability from this requirement since this is not something we can provide.
7	17.6.b	Changed AM Best Rating from A VII to AV Terra is rated AV and is our professional liability carrier. They are a risk retention group who solely insured A/E firms and as such, they inherently have a smaller size rating. They do have one of the highest BCAR scores in the industry. Here is a link to Terra's website with additional information on their rating: https://www.terrarrg.com/our-expertise/terras-superior-ratings We have made similar edits to agreements with the City of Reno, Washoe County, and Carson City. We are happy to provide additional explanation if needed.
8	26/12	Change General Warranty to Standard of Care Providing a “warranty” is more applicable to a construction contract or contract where a product is being provided. As a professional service provider we cannot warranty our work. Replaced with language that we will provide services and deliverables according to the standard degree of care and manner consistent with our profession.

Public Works and Engineering has been able to provide staff access to spatial data about public infrastructure and parcel data in Fernley since 2012. Each department in Public Works (i.e. water, sewer or streets) is presently able to have their data displayed securely over the web in one location. This was accomplished by the hosting, implementation and training of staff on ArcGIS online and VueWorks software through DOWL Reno, NV.

Having visual interactive utility display available for staff and managers has increased efficiency of work and provided for more informative decision making. Having the data available to the operators and getting feedback

from them has helped in capturing a portion of the vast field knowledge of those working closest to the utility. The more the data is used and updated the more reliable and useful they become.

Recently, ESRI, which owns the ARCGIS software, has required the agencies to host their data through ESRI and not a third party like DOWL. This shift is currently being resolved with City staff and DOWL. This should not impact the abilities of the City to host and view data and DOWL's services have been critical in helping us to understand these new requirements from the software provider.

The Nevada Revised Statutes require municipalities like the City of Fernley to award professional services such as professional services based on qualifications; not location or lowest price. Staff has determined that DOWL Reno, NV is the most qualified firm to perform the job and feel their quote is reasonable. If approved, Staff will move forward with issuing DOWL Reno, NV the contract to perform the work. The contract will be based on actual time and materials plus a lump sum basis for the annual maintenance fees for ArcGIS online (\$5,000) and VueWorks (\$6,000). The contract has a not-to-exceed amount of \$50,000.

The City of Fernley has utilized DOWL Reno, NV for these services since 2012. The City of Fernley has a part time GIS Technician that frequently works with DOWL Reno, NV to resolve issues with the City's spatial data and update the data as construction projects are completed or new development takes place. The engineering department continues to work toward creating an asset management program for the City's water, sewer and storm drain system, however, staffing losses and increased demand from permitting new development has slowed progress.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

\$50,000 is currently budgeted for FY 23/24. The cost is split between wastewater, parks, streets and storm drains, water distribution and water treatment.

ATTACHMENTS:

1. 2023.09.20 FY2023-24 DOWL Renewal Contract (prev Farr West)
2. Attachment A Fee Schedule GIS Services

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

and

DOWL, Reno
5510 Longley Lane
Reno, Nevada 89511

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

WHEREAS, it is deemed that the services of DOWL Reno, (the "Contractor") are both necessary and in the best interests of the City; and

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

1. **REQUIRED APPROVAL.** This Contract for Services of Independent Contractor (this "Contract") is contingent upon Fernley City Council approval.

2. **DEFINITIONS.**

- a. "City" means City of Fernley, County of Lyon, State of Nevada.
- b. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
- c. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from the 1st day of July, 2023, to the 30th day of June, 2024, subject to appropriation.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

Notice for the City shall be sent to:

City Manager
City of Fernley
595 Silverlace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

DOWL, Reno
5510 Longley Lane
Reno, Nevada 89511

5. **SCOPE OF WORK:** Scope of Work shall be set forth in Attachment A.
6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment A.
7. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments"):

ATTACHMENT A: FEE SCHEDULE

ATTACHMENT B: N/A

Should a conflict arise between the terms of the attachment(s) and this contract, the contract term(s) prevails unless specifically addressed in a document separate from the contract and attachments and signed by all parties.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.

9. **INSPECTION & AUDIT.**

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

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

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

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

10. CONTRACT TERMINATION.

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

CONTRACT

A Contract For Vueworks and Web Viewer Hosting

- iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
- e. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
 - iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

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

12. ATTORNEYS' FEES, COSTS, AND EXPENSES. Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.

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

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

15. INDEMNIFICATION.

A. As respects to negligent acts, errors or omissions in the performance of professional services, the Contractor agrees to indemnify and hold harmless the City, including their elected officials, officers, and employees from and against reasonable defense costs, including reasonable attorney fees, liability or claims to the extent caused by the Contractor's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the Contractor, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, or representatives. City shall provide notice to Contractor of the City's receipt of a written demand/claim or lawsuit arising from Contractor's work.

B. The CONTRACTOR agrees to hold harmless, indemnify, and defend the City, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, to the extent caused by any negligent or intentional acts, errors or omissions, either direct or passive, on the part of the Contractor, its Subs, their employees, agents, or representatives, to the extent caused by arising from the performance of work under this Agreement. The collective group to be indemnified shall hereinafter be referred to as "Indemnitees." If an "Indemnitees" is found to be liable in the proceeding, then Contractor's obligation here under shall be limited to the proportional share of the liability attributed to the Contractor.

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public

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Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

17. INSURANCE Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided in the amounts specified below and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before:

- a. Contractor has provided the required evidence of insurance to the City, and
- b. The City has approved the insurance policies provided by Contractor. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve the insurance policies or any changes to the insurance coverage shall not constitute a waiver of the condition.

Insurance Coverage: Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- 1) Final acceptance by the City of the completion of this Contract;
or
- 2) Such time as the insurance is no longer required by the City under the terms of this Contract.

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

COF

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Workers' Compensation and Employer's Liability Insurance:

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INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the City to make payment under this Contract, to provide the City with a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor agrees, prior to commencing any work under this Contract, to complete and to provide the following written request to the qualified insurer:

DOWL Reno, NV has entered into a contract with Owner to perform work from 7/1/2023 to 6/30/2024 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

Contractor agrees to maintain required workers compensation coverage throughout the entire term of this Contract. If Contractor does not maintain coverage throughout the entire term of this Contract, Contractor agrees that the City may, at any time the coverage is not maintained by Contractor, order Contractor stop work, suspend this Contract, or terminate this Contract.

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

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

COF	CTR
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Commercial General Liability Insurance:

- 1) Minimum Limits required:

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

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

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A Contract For Vueworks and Web Viewer Hosting

Business Automobile Liability Insurance:

Minimum Limit required: **\$100,000** Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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COF☐
CTR

Professional Liability Insurance:

- 3) Minimum Limit required: \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- 4) Retroactive date: Prior to commencement of the performance of this Contract
- 5) Discovery period: Three (3) years after the termination date of this Contract.
- 6) A certified copy of this policy may be required.

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COF☐
CTR

Umbrella or Excess Liability Insurance:

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

☐
COF☐
CTR

Commercial Crime Insurance:

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

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COF☐
CTR

Performance Security:

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

General Requirements:

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

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A Contract For Vueworks and Web Viewer Hosting

- 2) Waiver of Subrogation: Each liability insurance policy, except for Workers' Compensation and Professional Liability Insurance, shall provide for a waiver of subrogation as to additional insureds.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
- 5) Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- 6) Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and
 - b. Currently rated by A.M. Best as "A- V" or better.

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

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
- 3) Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

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

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and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Required Mailing: Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

22. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into

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A Contract For Vueworks and Web Viewer Hosting

the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.

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

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

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

Any federal, state, county or local agency, legislature, commission, counsel or board;

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Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. STANDARD OF CARE: Contractor will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by professionals practicing in the same field, at the same time, and in the same or similar locality. Contractor represents that all services, deliverables, and/or work product under this Contract shall be completed in a manner consistent with standards in the trade, profession, or industry; shall conform to the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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

29. INTEGRATED AGREEMENT. This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

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

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

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

33. INTERPRETATION OF AGREEMENT. This Agreement shall be construed without regard to the Party or Parties responsible for its preparation, and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

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

35. NON-DISCRIMINATION. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The contractor further agrees to insert this

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provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

ACTING CITY MANAGER

City of Fernley

Lydia Altick

Telephone: 775-784-9900

LYDIA ALTICK, CITY MANAGER (Acting)

DATED this _____ day of _____, 20_23_.

CITY ATTORNEY

City of Fernley

Aaron Mouritsen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

I have reviewed this Contract and approve as to its legal form.

AARON MOURITSEN, City Attorney

DATED this _____ day of _____, 20_23_.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: ENGINEERING DEPARTMENT

DEREK STARKEY, Department Director

DATED this _____ day of _____, 20_23_.

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A Contract For Vueworks and Web Viewer Hosting

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of September 20, 20__23__, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

NEAL E. MCINTYRE, MAYOR
DATED this ____ day of _____, 20__.

ATTEST:

KIM SWANSON, CITY CLERK
DATED this ____ day of _____, 20__.

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

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)
County of _____) ss

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

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A Contract For Viewworks and Web Viewer Hosting

ATTACHMENT A



DOWL Project No.: XXXX

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 1, 2023 and shall expire June 30, 2024 between **City of Fernley, NV (Client)** and **DOWL Reno, NV (DOWL)**. Client and DOWL agree that DOWL will perform the professional services identified in Exhibit A associated with:
City of Fernley, NV GIS Services

Representatives: **CLIENT:** City of Fernley, NV

DOWL: DOWL Reno, NV

SCOPE OF SERVICES:

See EXHIBIT A - SCOPE OF SERVICES

COMPENSATION by CLIENT to DOWL:

Reimbursement shall be on a a Time & Materials Basis, (with a not-to-exceed total of \$50,000). DOWL shall invoice no more often than monthly for services performed in the previous month in accordance with the unit rates set forth in EXHIBIT B. To be consistent with services actually rendered, DOWL may alter the distribution of compensation between individual phases/tasks of the work noted herein but, shall not exceed the total estimated compensation without CLIENT'S prior approval.

The following are hereby made a part of this AGREEMENT by attachment:

Terms and Conditions (3 pages)

Exhibit A - Scope of Services

Exhibit B - DOWL rate schedule

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.



IN WITNESS WHEREOF: Persons authorized to commit the resources of the Parties have executed this Agreement: and this agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document:

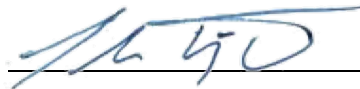
Accepted for Client:

By: _____

Title: _____

Date: _____

Accepted for DOWL:

By: _____

Title: Water & Wastewater Business Leader

Date: June 27, 2023

Tax ID No or 92-0166301

SSN: _____



DOWL STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF DOWL

A. Basic Services

DOWL shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL, the rates and amounts of compensation and time for completion provided herein shall be subject to equitable adjustment.

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects, the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition, DOWL may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL's Scope of Services or any defect in the Services of DOWL or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL and DOWL's sub consultants to enter upon public or private property as required for DOWL to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL

A. Independent Contractor

DOWL is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and sub consultants. DOWL shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notice to proceed issued by the Client are specifically objected to.

C. Publicity

DOWL will not disclose the nature of its Scope of Services on the Project or engage in any publicity or public media disclosures with respect to this Project without the prior written consent of Client.

D. Insurance

DOWL will maintain the liability insurance coverages listed below for Professional, Commercial General, Automobile, as well as, Worker's Compensation and Employer's Liability.

1. Workers' Compensation Insurance for all employees of DOWL engaged in work under this contract as required



by the laws of the state where the work is to be performed. This coverage will include statutory coverage and employer's liability protection of \$1,000,000 per person, \$1,000,000 per occurrence.

2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
3. Automobile Liability Insurance with limits of \$1,000,000 per occurrence and combined single limit. This policy shall include the Client as an additional insured, with respect to the work done by or on behalf of DOWL and arising out of the Scope of Services under this agreement.
4. Professional Liability Insurance with limits of \$1,000,000 per claim and \$1,000,000 aggregate, written on claims made basis.

Certificates evidencing such coverage will be provided, upon request, to Client upon request once the contract is fully executed.

E. Compliance with Laws

DOWL will use reasonable care in accordance with 4.B to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge and belief, apply to its obligations under this Agreement.

F. No responsibility for Contractor Performance

DOWL will not be responsible for the quality of work for any person or entity (not including DOWL, its employees, representatives, and Consultants) performing or supporting construction activities relating to the Project (Contractor), or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

G. No responsibility for Site Safety

Construction Contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs; and compliance with applicable laws and regulations

H. Equal Opportunity Employment

DOWL is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

I. Services Not Included:

DOWL's services and Additional Services do not include:

1. Serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission;
2. Advising Client, or any municipal entity or other person or entity, regarding municipal financial products or issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters

concerning such products or issuances;

3. Providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or bonding requirements; or
4. Providing legal advice or representation.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and DOWL shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL will be at Client's sole risk. Client shall indemnify and hold harmless DOWL and DOWL's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefore.
2. Copies of documents that may be relied upon by Client are limited to the original printed copies (also known as hard copies) that are signed or sealed by DOWL.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by DOWL. DOWL will not be responsible to maintain documents stored in electronic media format after acceptance by Client.
4. DOWL makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL at the beginning of this Project.

B. Indemnification

1. DOWL agrees, to the fullest extent allowed by law, to indemnify and hold harmless Client from and against any liability, damages and costs (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, but only to the extent caused by the negligent act, or omission of DOWL or anyone for whom DOWL is legally responsible. DOWL's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of DOWL's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) but only to the extent caused by the negligent acts, errors, and



omissions of the Client, Client's contractors, consultants, and anyone for whom Client is legally responsible.

3. A party's total liability to the other party and anyone claiming by, through or under the other party for any claim, cost, loss or damage (including reasonable attorney fees and cost of defense) caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share the party's actual negligence bears to the total of all negligence of Client, DOWL and all other negligent entities and individuals.

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Mutual Waiver

To the fullest extent permitted by Laws and Regulations, DOWL and Client waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

E. Limitation of Liability

Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of DOWL and DOWL's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through or under Client for any and all claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to DOWL's services or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, shall not exceed the total amount of \$50,000 or two times the total compensation received by DOWL under this Agreement, whichever is greater.

F. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

G. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity

of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

H. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

I. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Nevada, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Nevada, both as to interpretation and performance.

J. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute, strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL's ability to operate business in accordance with the provisions of this Agreement.

K. No Third-Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

L. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due during or post-contract performance) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.

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EXHIBIT A SCOPE OF WORK

City of Fernley Fiscal Year 2024 GIS Services

INTRODUCTION

DOWL (DOWL) is pleased to present this scope of work to the City of Fernley (City) to provide professional services related to the continued implementation, training, and technical support of a WebGIS viewer and VUEWorks®.

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

- Task 1 – Project Management
- Task 2 – Professional Services
- Task 3 – Technical Support and Maintenance
- Task 4 – VUEWorks® Software Fee

SERVICES

Task 1 – Project Management

Objective

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

Approach

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

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

Deliverables

The following deliverables will be submitted under this task:

- Monthly status reports

Assumptions

The following assumptions apply:

- Monthly reports will be provided with timely invoices.
- Project-related issues will be identified, communicated, and resolved.

Task 2 – Professional Services

Objective

Provide professional GIS and asset management services to the City. This task will also contain the work associated with the transition from DOWL's Enterprise GIS to the City's ArcGIS Online. The labor cost of the transition work will not exceed \$3,200.

Approach

DOWL will work with the City to improve the accuracy and comprehensiveness of the GIS, develop additional field apps and further develop the use of asset management tools. Anticipated activities include:

- Transition the City's GIS from DOWL's Enterprise to the City's ArcGIS Online (AGOL)
- Development of GIS solutions or tools.
- Improve access to ArcGIS Online (AGOL) for real time edits and updates.
- Help the City's internal users transition to ArcGIS Online (AGOL).
- Database development services.
- Interactive meetings to refine asset management needs, goals and review current progress.

Deliverables

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

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

Assumptions

The following assumptions apply:

- The City will provide DOWL with a "Creator" level named user on their AGOL.
- Development of web applications for displaying City GIS information will be at City's request.

- The City will assist DOWL in scheduling the key meetings for City employees as necessary.

Task 3 – Technical Support and Maintenance

Objective

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

Approach

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

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

Deliverables

This task does not include any formal deliverables.

Assumptions

The following assumptions apply:

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

Task 4 – VUEWorks® Software Fee

Objective

Provide VUEWorks® asset management application for FY 24.

Approach

The annual software as a service (SaaS) fee includes licensing, data hosting charges, server charges and services which are required to keep the GIS available via the internet through June 30, 2024.

Deliverables

The following deliverables will be submitted under this task:

- Subscription to VUEWorks® for 12 months or FY 24.

Assumptions

The following assumptions apply:

- VUEWorks® is provided by a third-party vendor and there may be site maintenance or technical issues which are out of DOWL's control. DOWL will work with VUEWorks® in a diligent manner to maintain continuous access to the application.

SCHEDULE

Notice to Proceed:	July 1, 2023
Contract Terminates	June 30, 2024

BUDGET

Task 1	Project Management	\$1,000
Task 2	Professional Services	\$38,000
Task 3	Technical Support and Maintenance	\$5,000
Task 4	VUEWorks® Software Fee	\$6,000
TOTAL:		\$50,000

NEVADA FEE SCHEDULE

Personnel Billing Rates

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

Description	Rate	Description	Rate
Administrator I	\$85	GIS Technician	\$100
Administrator II	\$100	GIS Specialist	\$120
Administrator III	\$110	GIS Coordinator	\$170
Administrator IV	\$120	GIS Manager	\$175
CAD Drafter I	\$110	Hydrogeologist I	\$135
CAD Drafter II	\$115	Hydrogeologist II	\$160
CAD Drafter III	\$125	Hydrogeologist III	\$190
CAD Drafter IV	\$135	Senior Hydrogeologist	\$220
CAD Drafter V	\$145	Planner III	\$155
Field Project Representative I	\$125	Project Assistant I	\$110
Field Project Representative II	\$140	Project Administrator	\$130
Field Project Representative III	\$150	Project Controller	\$160
Field Project Representative IV	\$165	Project Manager VII	\$245
Engineering Technician III	\$120	Professional Land Surveyor I	\$115
Engineering Technician IV	\$135	Professional Land Surveyor II	\$125
Engineering Technician V	\$150	Professional Land Surveyor III	\$135
Engineer I	\$125	Professional Land Surveyor IV	\$145
Engineer II	\$135	Professional Land Surveyor V	\$155
Engineer III	\$150	Professional Land Surveyor VI	\$160
Engineer IV	\$170	Professional Land Surveyor VII	\$170
Engineer V	\$190	Professional Land Surveyor VIII	\$180
Engineer VI	\$200	Professional Land Surveyor IX	\$205
Engineer VII	\$210	Professional Land Surveyor X	\$215
Engineer VIII	\$220	Professional Land Surveyor XI	\$240
Engineer IX	\$245	Contract Administrator I	\$140
Engineer X	\$260	Utility Operator	\$140
Senior Manager II	\$255	Water Resource Specialist	\$190
Senior Manager III	\$265	Water Rights Specialist I	\$145
Senior Manager V	\$310	Water Rights Specialist II	\$165
Intern I	\$80	Water Rights Specialist III	\$200
Environmental Specialist I	\$115	Water Rights Technician I	\$100
Environmental Specialist V	\$150	Water Rights Technician II	\$110
Environmental Specialist VI	\$185	Water Rights Technician III	\$120

Survey Crews

One-Person Survey Crew	=	\$155 /hour
Two-Person Survey Crew	=	\$255 /hour

Other Fees and Charges

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case-by-case basis.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 20, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-610-322 (Planning -
Professional Services - Other)

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Approval of a contract with Kimley-Horn not to exceed \$160,400 for the preparation of the North Fernley Area Plan.

AGENDA ITEM BRIEF:

The City of Fernley Planning Department solicited proposals from qualified planning consultants to create a new portion of the Comprehensive Master Plan known as the North Fernley Area Plan. This plan is anticipated to provide a guide for the future development of the area with specific focus on issues such as transportation/traffic, land use and zoning, development standards, flooding and drainage, infrastructure, community services, parks and open space, financing, and implementation. Kimley-Horn was the consultant chosen by the selection committee to take on this task. The contract with Kimley-Horn requires City Council approval.

RECOMMENDED MOTION:

I move to approve a contract with Kimley-Horn not to exceed \$160,400 for the preparation of the North Fernley Area Plan.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

I move to deny the contract with Kimley-Horn for the preparation of the North Fernley Area Plan.

BACKGROUND:

The City's Comprehensive Master Plan identifies three Future Development Areas and limits the development of these areas until after an Area Plan is adopted for each. The North Fernley Area Plan would cover the area generally located north and west of Interstate 80.

The City is currently experiencing a surge of development with an increasing interest in the Future Development Areas. With over 6,000 acres of potential land holdings, the North Fernley Future Development Area is gaining attention from developers due to its potential to become a large master planned employment center with supporting commercial services and high-density housing. The area has relatively gentle slopes with minimal physical constraints. However, as outlined in both the Comprehensive Master Plan and the City's Development Code, an Area Plan must be in place before the City can allow any significant development in this area.

The work performed by Kimley-Horn would include data collection and analysis, community engagement, visioning and goal setting, development of the Area Plan, developing an implementation strategy, and ultimate plan adoption.

The City Council has allocated money in the 2023-2024 budget to facilitate the creation of these needed Area Plans. It is anticipated that the North Fernley Area Plan be completed and adopted by the summer of 2024.

Copies of the contract, Request for Proposals, and Kimley-Horn's submitted proposal are attached to this report for review.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Comprehensive Master Plan Section 3.5
City of Fernley Development Code Section 32.12.010(e)

FINANCIAL IMPLICATIONS:

Spending the \$160,400 will open up approximately 6,000 acres for economic development opportunities.

ATTACHMENTS:

1. Contract-KH and COF-North Area Plan
2. City of Fernley RFP North Area Plan
3. Kimley-Horn Proposal for North Fernley Area Plan

CONTRACT

A Contract For Planning Consulting Services

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

and

Kimley-Horn
7900 Rancharrah Parkway, Suite 100
Reno, NV 89511

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

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

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

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

1. **CONTRACT TERM.** This Contract shall be effective from the day it is approved by the City (September 20, 2023) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.
2. **CONTRACTOR'S SERVICES.**
 - A. **Description of Services.** Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
 - B. **Performance Standards.** In performing the services set forth in this Contract, Contractor shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.
 - C. **Changes to Contractor's Services.** The City may, at any time, make changes to the services to be performed by Contractor under this Contract. If the change requested by the City causes an increase or decrease in the cost or time required

CONTRACT

A Contract For Planning Consulting Services

to perform any of the services required under this Contract, an equitable adjustment may be made in the compensation to be paid to Contractor.

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

3. COMPENSATION AND TERMS OF PAYMENT.

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

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

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

If to Contractor: Kimley-Horn
 7900 Rancharra Parkway, Suite 100
 Reno, NV 89511

5. INSPECTION & AUDIT.

- A. Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of

CONTRACT

A Contract For Planning Consulting Services

Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

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

6. TERMINATION OR SUSPENSION.

- A. Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- B. Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- C. Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability

CONTRACT

A Contract For Planning Consulting Services

to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

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

1. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
2. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
3. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

E. For Cause Termination and Time to Correct. Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

1. Terminate this Contract, suspend payment of all pending invoices otherwise due to the Contractor hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Contractor any additional cost for completing this Contract;
2. Terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

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3. Continue with the performance by the Contractor and serve within a reasonable time after completion of the Contract a notice of claim or dispute.

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

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

7. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
8. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
9. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
10. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds,

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or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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

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

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

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

- 12. INDEPENDENT CONTRACTOR.** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the

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

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

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

1. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627.
2. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer:

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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B. Commercial General Liability Insurance

1. Minimum Limits required:
- | | |
|--------------------|---|
| <u>\$1,000,000</u> | General Aggregate |
| <u>\$1,000,000</u> | Products & Completed Operations Aggregate |
| <u>\$1,000,000</u> | Personal and Advertising Injury |
| <u>\$1,000,000</u> | Each Occurrence |
2. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability

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assumed under an insured contract (including the tort liability of another assumed in a business contract).

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C. Business Automobile Liability Insurance

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

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D. Umbrella or Excess Liability Insurance

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

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E. Commercial Crime Insurance

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

COF	CTR
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F. Performance Security

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

G. General Requirements.

1. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
2. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
3. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
4. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of

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

5. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
6. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.

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

1. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
2. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
3. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
4. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other

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

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

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

A. Contractor is required to obtain a City of Fernley business license prior to commencing work unless Contractor qualifies for an exception. Contractor is also required to provide a W-9 to the City's Finance Department.

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

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

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17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.
18. **SEVERABILITY.** If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
19. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
20. **PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.
21. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

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- 22. FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
- A.** Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B.** Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - C.** Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
- 23. LOBBYING.** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 24. GENERAL WARRANTY.** Notwithstanding any provision herein to the contrary, with respect to the performance of professional services, Contractor shall exercise the same degree of care, skill, and diligence in the performance of professional services as is ordinarily possessed and exercised by a professional under similar circumstances.
- 25. PROPER AUTHORITY.** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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- 26. GOVERNING LAW; VENUE.** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
- 27. INTEGRATED CONTRACT.** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital. In the event of any conflict between the terms hereof and the Contractor's terms and conditions, the terms of this Contract shall control and govern.
- 28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by electronic email, telephone, or facsimile. This Agreement may also be executed and delivered by any digital or electronic signature complying with the Electronic Signatures in Global and National Commerce Act and Nevada Revised Statutes 719.260, the terms and effect of which statutes are incorporated herein by this reference, including, without limitation, portable document format (.pdf). The parties agree that www.docuSign.com shall be an acceptable digital or electronic signature provider.
- 29. ADVICE OF COUNSEL.** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its

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understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

- 30. MODIFICATION; NO WAIVER.** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 31. INTERPRETATION OF AGREEMENT.** This Contract shall be construed without regard to the party or parties responsible for its preparation, and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 32. COOPERATION OF PARTIES.** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 33. NON-DISCRIMINATION.** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

Dated: _____

CITY OF FERNLEY

City of Fernley Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Dated: _____

City Attorney

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CONTRACTOR, being first duly sworn, deposes and says: That Kimley-Horn is the Contractor; that Brian Smalkoski has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Brian Smalkoski

TITLE: Principal-in-Charge

FIRM: Kimley-Horn

BUSINESS LICENSE #:

Address: 7740 North 16th Street, Suite 300

City: Phoenix State: AZ Zip Code: 85020

Telephone: 602-906-1100 Fax #: N/A

E-mail Address: brian.smalkoski@kimley-horn.com

(Signature of Contractor)

DATED this 1st day of September, 2023.

STATE OF _____)
County of _____) ss

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____



595 Silver Lace Blvd., Fernley, NV 89408
Office (775)784-9910
Email: mrambo@cityoffernley.org

REQUEST FOR PROPOSALS: NORTH FERNLEY AREA PLAN

I. GENERAL INFORMATION

A.) INTRODUCTION

The City of Fernley (City) is soliciting proposals from qualified planning consultants to create a new portion of the Comprehensive Master Plan known as the North Fernley Area Plan. This plan is anticipated to provide a guide for the future development of the area with specific focus on issues such as transportation/traffic, land use and zoning, development standards, flooding and drainage, infrastructure, community services, parks and open space, financing, and implementation.

The consultant will work in close collaboration with the City's staff, elected officials, developers, and the community to develop a sustainable Area Plan reflecting a unified vision for the growth and development of north Fernley.

B.) BACKGROUND

The City of Fernley was incorporated in 2001. The current population is approximately 19,863 (2018) and is seeing continued growth due to its prime location on I-80 and Hwy 95. It is in Lyon County about 30 miles from the City of Reno and the City of Sparks. The City's leadership consists of a Mayor elected from the City at large and five council members elected from wards. The day to day operations of the City are managed by the City Manager. The Planning Director works under the direction of the Deputy City Manager. The selected consultant will work under the direction of the Planning Director.

The City's Comprehensive Master Plan identifies three Future Development Areas and limits the development of these areas until after an Area Plan is adopted for each. The North Fernley Area Plan would cover the area generally located north and west of Interstate 80 as shown in the following exhibit.

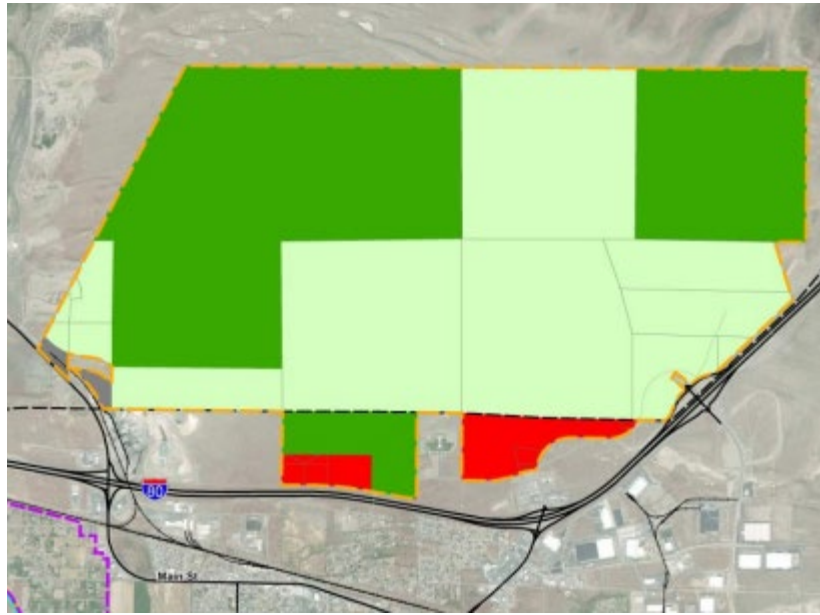


Exhibit 1 – North Fernley Future Development Area

The City is currently experiencing a surge of development with an increasing interest in the Future Development Areas. With over 6,000 acres of potential land holdings, the North Fernley Future Development Area is gaining attention from developers due to its potential to become a large master planned employment center with supporting commercial services and high-density housing. The area has relatively gentle slopes with minimal physical constraints. However, as outlined in both the Comprehensive Master Plan and the City's Development Code, an Area Plan must be in place before the City can allow any significant development in this area.

The City Council has allocated a significant amount of money in the 2023-2024 budget to facilitate the creation of these needed Area Plans.

C.) ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- | | |
|-------------------------------------|-------------------------------|
| • RFP Advertised | The week of July 10, 2023 |
| • Submittal Due Date | July 28, 2023 at 4:00PM (PST) |
| • Selection Evaluation | July 31 – August 4, 2023 |
| • Interviews (if needed) | August 14 - 18, 2023 |
| • Contract Approval at City Council | September 20, 2023 |

D.) SCOPE OF WORK

Although City staff will finalize the scope of work with the selected party, the following is considered a minimum scope of work for the project. The City is open to suggestions other than those items listed below if accompanied by a clear and compelling explanation for the additional items.

- Data Collection and Analysis – The collection, review, and analysis of relevant data which may include, but is not limited to, demographic, socio-economic, environmental, and land use data.
- Community Engagement – Design and implement a comprehensive community engagement strategy that includes a diverse range of stakeholders, including potential developers and City residents.
- Visioning and Goal Setting – Work with the City and community to develop a shared vision for the future, along with associated goals and objectives.
- Plan Development – Develop an Area Plan document that includes at least the following:
 - Transportation and Traffic (Roadways, Bike and Pedestrian Connectivity, Future Transit Opportunities, Park and Ride Lots)
 - Land Use and Zoning
 - Development Standards
 - Flooding and Regional Drainage Facilities
 - Community Infrastructure (Water, Sewer, Wastewater, Reclaimed Water)
 - Community Services (Police, Fire)
 - Parks and Open Space
 - Fiscal Impacts
- Implementation Strategy – Develop a clear and actionable implementation strategy that includes responsibilities, timelines, potential funding sources, and performance measures.
- Plan Adoption – Assist the City with the plan adoption process, including presentations to the Planning Commission, City Council, and other key stakeholders.

II. SUBMITTAL INSTRUCTIONS

A. SUBMITTAL AND DUE DATE

Respondents shall provide two (2) hard copies plus one (1) electronic version (PDF format) of their submittal in a sealed envelope clearly marked: *“City of Fernley North Fernley Area Plan RFP.”*

Submittals must be received by 4:00PM on July 28, 2023.

Contact Information, by mail or in person:

Michele Rambo, AICP, Planning Director
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Submittals shall be organized as specified in Article II.D, Submittal Contents. The City of Fernley assumes no responsibility for delayed or undelivered mail or express packages. Submittals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted submittals will be rejected as non-responsive.

B. INQUIRIES/SOLICITATION CHANGES OR PROTESTS

Questions concerning this RFP should be submitted in writing or via email to:

Michele Rambo, AICP, Planning Director
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408
Ph: (775) 784-9866
Email: mrambo@cityoffernley.org

A respondent may protest any aspect of this RFQ and may request a change to any provision, specification or term of this RFQ no later than seven (7) days prior to the date submittals are due. Any protest or request for change must be made in writing and addressed to the individual identified in this section. The City will not consider any solicitation protest or request for change that is submitted after this deadline.

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications for each submittal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all submittals; 4) cancel this RFQ at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any respondent based on the evaluation criteria set forth in this RFQ; 6) waive minor informalities contained in any submittal, when, in the City's sole judgement, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified respondent to perform the services described in this RFQ.

D. SUBMITTAL CONTENTS

Submittals shall be limited to no more than 30 single-sided pages, not including covers, divider pages, or resumes. Submittals should generally follow the format included herein and shall include, at a minimum, the items listed below. Incomplete proposals may be automatically rejected.

- Cover Letter
 - Summarize the firm's understanding of the Scope of Work
 - Name all persons authorized to represent the firm/team (including titles, addresses, telephone numbers, and email addresses)
- Technical Experience
 - Detail no fewer than three (3) example projects that best illustrate the firm's/team's ability to provide the requested services.
 - Explain how these assignments are similar to this request.
 - Provide client reference names, telephone numbers and email addresses.
 - If deliverables are available online to view, include the URLs.
- Scope of Services
 - Statement of Understanding

- Statement(s) of Approach and Methodology (How the Scope of Work will be accomplished)
 - Work Schedule and/or Proposed Timeline
- Organization/Team Profile and Qualifications
- Qualifications of Key Personnel
- Statement of Familiarity with the Fernley Comprehensive Master Plan, Fernley Development Code, and Nevada Revised Statutes.
- Cost Proposal
 - A schedule of fees broken down by work task
 - Total estimated cost for work described in the RFP (not-to-exceed lump sum)
- Deliverables
 - List of anticipated deliverables including type (hard copy, digital, data, shapefiles, etc.)

E. PUBLIC RECORDS

All submittals submitted are the property of the City of Fernley, thus subject to disclosure pursuant to the public records law, as qualified by NRS 625. Accordingly, submittals received and opened shall not be available for public inspection until after City has awarded and executed a Development Engineer Contract. Thereafter, except for information marked “Proprietary”, all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked “Proprietary” to the extent permitted under the Nevada Public Records Law.

F. COSTS

Respondents responding to this RFP do so at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review submittals received to determine whether each respondent meets the following minimum qualifications:

- Extensive experience in the field of urban planning, especially in the creation of comprehensive and/or area plans.
- Proven track record of successful community engagement.
- Understanding of the unique challenges and opportunities facing the City of Fernley.

- Ability to complete the project within the agreed-upon timeframe.
- Demonstrated capacity to work effectively with diverse stakeholders.
- Knowledge of all relevant planning law and regulations.

B. EVALUATION CRITERIA

Submittals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	Max Points
1) Experience in the type of work to be performed, including work in a City of similar size.	(20)
2) Qualifications and experience of the staff assigned by respondent to perform these services.	(20)
3) Quality of submittal, including the proposed techniques and practices to provide the service needs.	(10)
4) Familiarity with the City of Fernley Codes and Standards	(15)
5) Distance from City.	(10)
6) Availability and capability to perform the services described in the RFQ in a timely manner	(20)
7) References.	(10)
8) Interview	(10)
Maximum Total Points	115

C. SELECTION

Upon review of the responses to this RFP, City staff will evaluate and prepare a short list of consultants to be interviewed. Following the interviews, a firm will be selected to enter into contract negotiations. If the City and the selected candidate are unable for any reason to negotiate a contract the City shall, in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate, may terminate the process, or may start over the RFP process.

It is the desire of the City to have the North Fernley Area Plan adopted and in place no later than June 30, 2024.

D. CONTRACT

The successful applicant shall be prepared to execute a contract with the City of Fernley. The City's standard contract has been included at the end of this RFP for review.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations. This solicitation is not an implied contract and may be modified or revoked without notice.

The City of Fernley is and Equal Opportunity/Affirmative Action Employer Women, Minorities, and Disabled Persons are encouraged to apply.

City of Fernley Standard Contract:

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

and

ABC Consulting
123 Main Street
Anywhere, NV 88888

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

WHEREAS, it is deemed that the services of **ABC Consulting**, (the "Contractor") are both necessary and in the best interests of the City; and

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

1. **REQUIRED APPROVAL.** This Contract for Services of Independent Contractor (this "Contract") is contingent upon Fernley City Council approval.

2. **DEFINITIONS.**

- a. "City" means City of Fernley, County of Lyon, State of Nevada.
- b. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
- c. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from the ____ day of _____, 20__, to the ____ day of _____, 20__, subject to appropriation.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

Notice for the City shall be sent to:

City Manager
City of Fernley
595 Silverlace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

Rich Designgood
ABC Consulting
123 Main Street
Anywhere, NV 88888

5. **SCOPE OF WORK:** Scope of Work shall be set forth in Attachment A.
6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B.
7. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments"):

ATTACHMENT C: (fill in with description or list N/A)

ATTACHMENT D: (fill in with description or list N/A)

Should a conflict arise between the terms of the attachment(s) and this contract, the contract term(s) prevails unless specifically addressed in a document separate from the contract and attachments and signed by all parties.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.

9. **INSPECTION & AUDIT.**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a

period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
- e. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;

- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
- iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
- v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

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

12. Attorneys' Fees, Costs, and Expenses. Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.

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

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

15. INDEMNIFICATION.

A. As respects negligent acts, errors or omissions in the performance of professional services, the Contractor agrees to indemnify and hold harmless the City, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees, liability or claims arising directly out of the Contractor's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been proximately caused by the negligent acts, errors or omissions of the Contractor, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, agents, or representatives. City shall provide notice to Contractor of the City's receipt of a written demand/claim or lawsuit arising from Contractor's work.

B. The CONTRACTOR agrees to hold harmless, indemnify, and defend the City, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, caused by any negligent or intentional acts, errors or omissions, either direct or passive, on the part of the Contractor, its Subs, their employees, agents, or representatives, arising from the performance of work under this

Agreement. The collective group to be indemnified shall hereinafter be referred to as “Indemnitees.” If an “Indemnitees” is found to be liable in the proceeding, then Contractor’s obligation here under shall be limited to the proportional share of the liability attributed to the Contractor.

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

17. INSURANCE. Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided in the amounts specified below and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before:

- a. Contractor has provided the required evidence of insurance to the City, and
- b. The City has approved the insurance policies provided by Contractor. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City’s approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve the insurance policies or any changes to the insurance coverage shall not constitute a waiver of the condition.

Insurance Coverage: Contractor shall, at Contractor’s sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- 1) Final acceptance by the City of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the City under the terms of this Contract.

Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor’s insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is

required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

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Workers' Compensation and Employer's Liability Insurance:

INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the City to make payment under this Contract, to provide the City with a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor agrees, prior to commencing any work under this Contract, to complete and to provide the following written request to the qualified insurer:

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

Contractor agrees to maintain required workers compensation coverage throughout the entire term of this Contract. If Contractor does not maintain coverage throughout the entire term of this Contract, Contractor agrees that the City may, at any time the coverage is not maintained by Contractor, order Contractor stop work, suspend this Contract, or terminate this Contract.

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

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

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Commercial General Liability Insurance:

- 1) Minimum Limits required:

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

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

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Business Automobile Liability Insurance:

Minimum Limit required: **\$100,000** Each Occurrence for bodily injury and property damage. Coverage shall be for “any auto” (including owned, non-owned and hired vehicles).

The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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Professional Liability Insurance:

- 3) Minimum Limit required: \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- 4) Retroactive date: Prior to commencement of the performance of this Contract
- 5) Discovery period: Three (3) years after the termination date of this Contract.
- 6) A certified copy of this policy may be required.

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Umbrella or Excess Liability Insurance:

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

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Commercial Crime Insurance:

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

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Performance Security:

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

General Requirements:

- 1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Fernley, its officers, employees and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- 2) Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

- 5) Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- 6) Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and
 - b. Currently rated by A.M. Best as "A- VII" or better.

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

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
- 3) Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

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

Required Mailing: Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

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

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

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

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

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

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any

relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

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

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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

29. Integrated Agreement. This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

30. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

31. Advice of Counsel. Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this

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

32. Modification; No Waiver. The provisions of this Agreement, including this paragraph, may be modified or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any Party, and no failure, omission, delay, or forbearance by any Party in exercising such Party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Agreement.

33. Interpretation of Agreement. This Agreement shall be construed without regard to the Party or Parties responsible for its preparation, and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

34. Cooperation of Parties. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

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

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

CITY MANAGER

City of Fernley
Lydia Altick
Telephone: 775-784-9900

LYDIA ALTICK

DATED this ____ day of _____, 20__.

CITY ATTORNEY

City of Fernley
Aaron Mouritsen
Telephone: 775-784-9860
Fax: 775-784-9868
I have reviewed this Contract and approve as to its legal form.

AARON MOURITSEN

DATED this ____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Planning

Michele Rambo, AICP, Planning Director

DATED this ____ day of _____, 20__.

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of _____, 20__, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

NEAL E. MCINTYRE, MAYOR

DATED this ____ day of _____, 20__.

ATTEST:

KIM SWANSON, City Clerk

DATED this ____ day of _____, 20__.

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

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)

) ss

County of _____)

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

June 28, 2023

Proposal for North Fernley Area Plan

Prepared for:



Prepared by:

Kimley»Horn

Expect More. Experience Better.

Cover Letter

July 28, 2023

City of Fernley
Michele Rambo, AICP, Planning Director
595 Silver Lace Boulevard
Fernley, NV 89408

Kimley-Horn
7900 Rancharrah Parkway
Suite 100
Reno, NV 89511

RE: Proposal for North Fernley Area Plan

Dear Ms. Rambo and Members of the Selection Committee:

Kimley-Horn appreciates the opportunity to partner with you in providing innovative and technically credible solutions to accommodate the City of Fernley's (City's) future growth. We appreciate the City's interest in developing the North Fernley Area Plan, and we thank you for your time to consider our accompanying proposal. Our proposed team represents a comprehensive mix of national experience and local knowledge that will provide the City with a community-based planning approach, paired with a strategic implementation strategy that will achieve the vision and outcomes that we will jointly identify at the onset of this project.

We have established a six-step approach to develop the North Fernley Area Plan which is detailed in our proposal. Our approach is responsive to the scope of work outline contained in the Request for Proposals (RFP) and is inclusive of strategies that we have found successful on similar work efforts around the country. This approach is based on an effective communication strategy with local stakeholders, elected officials, City staff, and the public. We have found that successful plans lead to successful outcomes only with this strong foundation of community communication and engagement. Working in partnership with the City, we will craft a comprehensive area plan for the North Fernley area that will address the technical areas outlined in the RFP, including transportation and roadway improvements, land uses and zoning, utility infrastructure, community services, and others. In addition to the area plan development, we will work with the City to craft an implementation strategy that will identify responsibilities and timelines to achieve the objectives of the plan.

Our team's key benefits to the City include the following:

- **Experience, Relationships, and Proven Success.** Kimley-Horn has successfully partnered with the City beginning with the development and implementation of the City's Transportation Master Plan to provide a variety of planning, engineering, and consulting services. We value this budding partnership, which is firmly rooted in our understanding of local conditions, as well as the City's vision for the rapidly developing community you serve. To build on those past successes, we have assembled a proven team led by **Project Manager Blake Young, AICP, Deputy Project Manager Devin Moore, P.E., PTOE, RSP_{2BI}**, and **Principal-in-Charge Brian Smalkoski, P.E., AICP, PTP, PTOE**.
- **National Expertise and Perspective.** Kimley-Horn's national planning practice has been providing land use planning, transportation/area planning studies, and urban design strategies for communities across the United States for decades. We do this through the lens of the development community as well as the public sector view. We connect our national experts – that work very closely with national development entities - with our local project managers to bring innovative ideas from around the country to local municipalities wishing to pursue new ideas. **Eric Bosman, AICP** will serve as **Senior Advisor** to Project Manager Blake Young, bringing a deep understanding of our national planning practice on a wide variety of completed development projects, comprehensive/area planning efforts, zoning amendments, and design guidelines.
- **Implementation Focus.** Kimley-Horn is unique in the planning consultant world. About half of our planning and design business is in the private sector, with the remaining half in the public sector. What that means for the City is that we have an understanding of the private sector market that we will bring to the development of the North Fernley Area Plan. Our plan will be realistic, and not pie-in-the-sky. We will work with the Fernley community to identify the needs and desires for the area and balance them with the realistic objectives of the private development market.

North Fernley Area Plan

Our proven track record with the City's Transportation Master Plan and subsequent projects has shown that you can rely on us to look out for your best interests and those of your constituents and stakeholders, while reducing risk, consistently meeting deadlines and budgets, and delivering fully on our commitments. Like you, our clients from around the country have consistently come back for more services and we are happy to continue to serve the City. We pledge to continue the same level of service you have come to expect from Kimley-Horn. Please contact Project Manager and Primary Contact Blake Young 720.647.6163 or blake.young@kimley-horn.com or Deputy Project Manager Devin Moore at 775.683.7827 or devin.moore@kimley-horn.com with any questions about this proposal.

Sincerely,



Blake Young, AICP
Project Manager/Primary Contact



Devin Moore, PE, PTOE, RSP^{2BI}
Deputy Project Manager



Brian Smalkoski, P.E., AICP, PTP, PTOE
Vice President/Principal-in-Charge/Authorized Signer

Persons Authorized to Represent the Firm/Team



Blake Young, AICP
Project Manager/Primary Contact
1125 17th Street
Suite 1400
Denver, CO 80202
720.647.6163
blake.young@kimley-horn.com



Devin Moore, P.E., PTOE, RSP^{2BI}
Deputy Project Manager
6671 Las Vegas Boulevard South
Suite 320
Las Vegas, NV 89119
775.683.7827
devin.moore@kimley-horn.com



Brian Smalkoski, P.E., AICP, PTP, PTOE
Principal-in-Charge / QA/QC Manager
Vice President/Authorized Signer
7740 North 16th Street
Suite 300
Phoenix, AZ 85020
602.906.1100
brian.smalkoski@kimley-horn.com

Technical Experience

Kimley-Horn has a hard-earned reputation for continually raising the bar, setting the industry standard, and turning our clients into enthusiastic fans. For more than 56 years, we have partnered with public-and private-sector clients across the country to craft growth and development plans that balance economic, environmental, and social values. Our planners, urban designers, landscape architects, and engineers develop insightful solutions to deliver practical results that consistently exceed our clients' expectations. The Kimley-Horn team has extensive experience bridging the gap between private developers, municipalities, and the vision of the community.

The projects below highlight our team's most recent experience in subarea plans, land use studies, corridor planning, and transportation master plans.

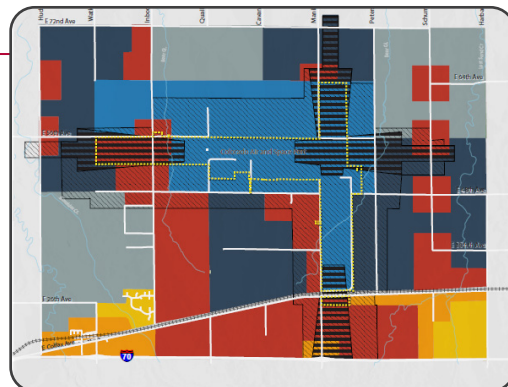
Colorado Air and Space Port (CASP) Subarea Plan

Adams County, CO

Client: Adams County, Nick Eagleson, 720.523.6878, NEagleson@adcogov.org

Deliverables: <https://adcogov.org/sites/default/files/CASP-Subarea-Plan-Final-081321.pdf>

The CASP is located six miles from Denver International Airport (DEN), with regional connectivity provided by I-70, and is in proximity to the Union Pacific Railroad (UPRR) mainline. CASP is surrounded by multiple jurisdictions, including unincorporated Adams County, the City of Aurora, the Town of Bennett, and the City and County of Denver. Each of these jurisdictions play a key role in the development of CASP and will be integral to the success of the airport-related mixed-use employment area surrounding DEN, also referred to as the aerotropolis region. The CASP subarea is located 22 miles east of Downtown Denver in the Denver Metropolitan area, which is expected to grow by over one million people by 2050. I-70, just south of the subarea, connects the subarea to Denver, its western suburbs, the foothills communities and beyond to the West, and to the Midwest region to the east. The UPRR mainline links the subarea to 23 states in the western two-thirds of the United States, along with connecting with Canada's and Mexico's rail systems. Other municipalities and unincorporated areas within a 30-minute drive of the subarea include Watkins, Bennett, Strasburg, and Byers to the east and Commerce City, Lakewood, Arvada, Wheatridge, and Westminster, among others, to the west.



GoTriangle Guidebook

Durham/Orange County, NC

Client: GoTriangle (contact no longer with GoTriangle)

Deliverables: <https://gotriangle.org/tod/guidebook>

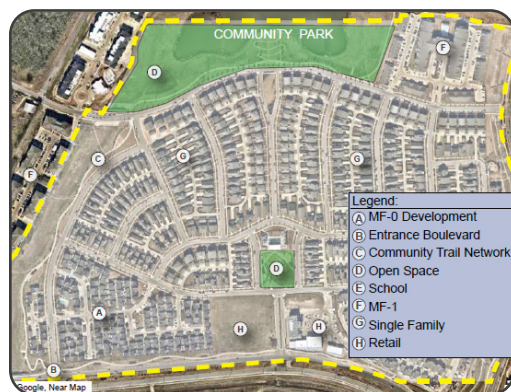
This report, known as the Transit-Oriented Development (TOD) Guidebook, provides a guide to “one possible future” that will be made possible by the investment in light rail and station area infrastructure. The development scenarios presented in this TOD Guidebook are based on a market-driven strategy that will connect people to education, jobs, shopping, dining, recreation, and healthcare by creating walkable, transit-supportive places around each of the 19 stations along the light rail corridor. The TOD Guidebook is the culmination of a two-year, \$1.7 million federal TOD planning grant awarded to GoTriangle in

partnership with the Triangle J Council of Governments, the Town of Chapel Hill, and the City of Durham. Following two years of evaluation, engagement, and planning, the leadership of the Corridor coalesced around an implementation-focused approach that uses conceptual developments to illustrate “one possible future” for the light rail corridor.

Banning Lewis Ranch Master Plan

Colorado Springs, CO

The Banning Lewis Ranch is located at the corner of Marksheffel Road and Dublin Boulevard in Colorado Springs. The project consists of approximately 900 acres and includes a variety of land uses including single-family residential, multi-family, civic/public, and commercial. This plan delineates the land uses and proposed roadways to help visualize a high-level concept plan and development potential throughout the site to help guide the developer in the decision-making process.



Celina Design Guidelines

Celina, TX

Client: City of Celina, Madhuri Mohan, 972.544.7116, mmohan@celina-tx.gov

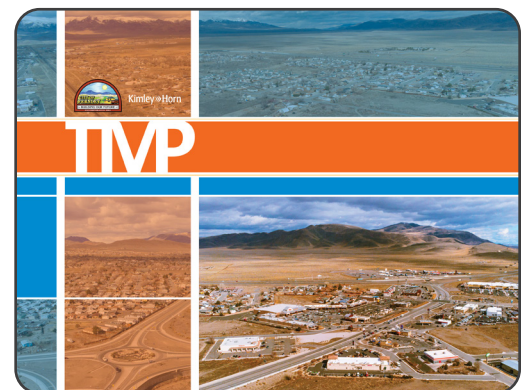
The purpose of these guidelines is to set forth a consistent standard of quality throughout the City of Celina that provides guidance in addition to the City of Celina’s zoning regulations found in the Zoning Ordinance. The Design Guidelines will guide the physical development of residential and commercial projects and help to enforce a consistent design that remains true to the City’s vision and character. This document is intended to guide the developer in determining the location, size, and design aspects to creating meaningful open space and gathering areas that improve the public realm throughout the city.

Fernley Transportation Master Plan (TMP)

Fernley, NV

Client: City of Fernley, Jessica Dover, PE, 7753351831 jdover@rtcwashoe.com

Kimley-Horn prepared a TMP for the City that included a review of the existing and future conditions of the City’s multimodal transportation network including roadways, parking, transit, bicycle, and pedestrian facilities with recommendations for enhancement. The effort included transportation network analysis in conjunction with development of a citywide traffic model or forecasting tool. One of the goals of the TMP and model was to allow the City to better forecast future transportation needs, define corresponding infrastructure, and understand the impact of proposed developments on the City’s transportation network. The scope of services included public and stakeholder outreach, existing conditions inventory and gap analysis, complete street evaluation, analysis of future trends, defining funding strategies, and creating a final TMP report. An additional result of the efforts of the TMP was the inclusion of the City of Fernley in the Regional Transportation Commission of Washoe County’s Regional Travel Demand Model.



Scope of Services

Statement of Understanding

Kimley-Horn understands the City's critical need for developing the North Fernley Area Plan. The City's continued growth over the next 20 years is expected to include a doubling in population, increasing the City's population to approximately 40,000. Additionally, the city's location about 35 minutes east of Reno/Sparks along I-80 and the UPRR corridor has generated significant interest for development, particularly in the manufacturing and distribution sectors. Local planning considerations include the development of a major rail facility that would function as an inland port, creating a significant increase in truck traffic along the I-80 and US-95 corridors.

Growth like this requires careful planning and execution. The North Fernley area is ripe for development and the City is receiving an influx of interest from developers. However, as noted in the RFP for this project and the City's Comprehensive Master Plan and Development Code, significant development in this area cannot be advanced until the North Fernley Area Plan is completed.

With these factors in mind, we have tailored an efficient scope of work to collaboratively team with the City to develop the North Fernley Area Plan, building on the scope of work provided in the RFP and our experience gathered from similar projects around the country. The following approach is built around six key tasks:

- Project Management
- Existing Plan Review, Data Collection, Market Analysis
- Vision/Goals Statement and Community Engagement
- Area Plan Development
- Implementation Strategy
- Plan Adoption Support

Approach and Methodology

Task 1: Project Management

Our approach begins with our Project Manager. We believe that a strong consultant Project Manager sets the tone for the project with the project team, the client team, and the public. Blake Young, AICP will serve as our Project Manager and will be the primary point of contact with the City. Blake will be surrounded by a team of subject matter experts who will partner with him in our team's production efforts. Blake has managed multiple large-scale planning efforts and is well-known for his ability to collaborate with a team of experts that can partner with the City to achieve a successful project outcome. Blake will be supported by Deputy Project Manager Devin Moore, who will assure that all the knowledge, trust, and relationships built over the past years transfer successfully into this project. We will work with the City to schedule regular project meetings (bi-weekly or monthly) to discuss deliverables and any project-related needs. These meetings will ensure that consultant efforts are aligned with City expectations regarding progress of each task, direction of each task, and any required course corrections. Following the completion of the project kick-off meeting, Blake will organize a consultant team kick-off meeting to ensure project direction is transferred to all team members and protocols are set for internal coordination, communication, and other business practices.

Invoicing and Progress Reports

Our internal real-time effort application allows our project managers to monitor the progress of projects in real time so that "mid-course corrections" can be made as the needs of the project evolve. Throughout this project, we will provide you with:

- Ongoing communication including user-friendly invoices
- Bi-weekly/monthly calls with Kimley-Horn and City project manager

Task 2: Existing Plan Review, Data Collection, Market Analysis

Plan and Policy Review

Before developing a plan for the future, it is important to first assess what exists today. Building on our knowledge gained while authoring the TMP and Access Management Policy, we will review all relevant planning initiatives, land use plans, and existing City standards and policies. This review will set the stage for land use and transportation recommendations for the subarea.

Basemapping and Policy Mapping

We will develop a basemap for the project that will consistently allow for clear conveyance of geographic information for a variety of audiences, including City staff, elected officials, stakeholders, and the general public. After City approval of the basemap, we will use the City's GIS feature layers to comprehensively map relevant policy information, including land use, zoning, and any other policy-based districts by the City or others within the study area.

Existing Conditions Analysis

Kimley-Horn will inventory relevant existing conditions and log the information in a database for use by the study team and the City. This will include existing land use, zoning, housing characteristics, multimodal transportation features, environmental conditions, and demographic/socioeconomic data and trends in the North Fernley area. This desktop review will be paired with an aerial imagery and windshield survey of current use and status of the study area. The goal of this process is to understand the area's existing land uses, zoning regulations, property status, ownership patterns, neighborhood stability, and development opportunities in relation to the City as a whole. This land use assessment and field survey will provide the context for the level of change anticipated to implement the future land use recommendations to achieve the City's vision and goals for the area.

Market Study (Optional Service)

As a foundational element of subarea planning, although not listed in the RFP's scope of work, we recommend preparing a market analysis to assess development opportunities across office, retail and commercial, and residential land uses. Market dynamics for the City will be compared with those for the Reno-Tahoe-Sparks metropolitan area CSA to better understand the area's strengths and weaknesses. These identified strengths and weaknesses will be used to better understand the real estate market potentials in the area and weigh them against competing goals and objectives, such as promoting integrated land use patterns, providing affordable housing, and enhancing economic development opportunities.

A key objective will be to define the North Fernley area's competitive market position for development/redevelopment to guide local government decisions for expanding economic development opportunities. The analysis will be based on stakeholder interviews, traditional market research, and data analysis. We will outline a demographic and economic profile, document real estate market conditions, and conduct a parcel-level economic utilization and redevelopment analysis. Forecasts for real estate demand will be compared against availability of developable land/redevelopment opportunities to estimate the potential impact on affordability as development pressures react to the introduction of transit options.

Task 3: Vision/Goals Statement and Community Engagement

Community values are at the heart of great community planning, defining the core purpose of how and why we choose to live and work together in a particular place and what hopes we have for the future. This planning effort is an important opportunity to affirm the community's values and incorporate them in the North Fernley Area Plan that will guide future development. Our approach to public engagement is designed to be comprehensive and efficient, to make the most of the resources invested in this plan.

In the first phase of our community engagement, Kimley-Horn will partner with the City to identify an initial list of key stakeholders. These stakeholders will provide targeted feedback for the area plan's vision and goals. Wider public engagement will take place in three main phases: **Vision & Values Listening**; the **North Fernley Area Plan Design Charrette**; and the **Community Conclusion**. Vision & Values Listening occurs at the start of the project and is an essential step in establishing the community values that will guide planning work and build trust for the phases that follow.

In the interest of efficient use of the City's resources, listening work will begin with a community-wide survey designed by the project team and disseminated by the City on their social media, posters at Town Hall, and on an online survey/map platform. This survey will not only help formulate the vision and goals statement, it will also inform and guide the next phase of community engagement: the North Fernley Area Plan Design Charrette. During the design charrette, we will invite key stakeholders to participate in designing a high-level bubble plan, which will fulfill the community's vision and goals statement. Charrettes are a quick and easy way to build consensus within the community because the initial design of the plan comes from the stakeholders themselves. Lastly, once the area plan is developed and refined, an updated survey will be provided to collect final community comments.



Open House for public engagement

Task 4: Area Plan Development

For this plan to be successful, the City will need to partner with public, private, and community sectors to help strategically shape the physical character and design of this area. Land use strategy for the North Fernley area will be based on an understanding of how decisions regarding the physical footprint of development affect topics, such as targeted growth, housing diversity, economic vitality, transportation options, infrastructure, and quality of life. This task will result in a market-feasible area plan that fulfills the vision and goals for the City while also being attractive to a wide range of developers.

Community Conversations

Our team will zero in on the dialogue surrounding vision and values, land use, and the overall future of the North Fernley area. We expect a small set of planning principles to emerge from the conversations and input collected during the engagement efforts for the North Fernley Area Plan as described in Task 3. These principles will blend the unique strengths and opportunities of the area and represent characteristics experienced by the people who live, work, and play in Fernley. The principles will provide a helpful structure in how the North Fernley area is designed.

Framework Map

Our team will utilize drawings from the design charrette and previous work done during the TMP to develop a framework map, which will consist of a preliminary transportation network. This network will provide a high-level outline for roadway, bike/pedestrian elements, and public transportation connections throughout the subarea. This framework will act as the bones for the vision of the site and will start to formulate block sizes, roadway classifications, designated open space, and stormwater management. Although Fernley is not currently served by transit, the framework plan will identify areas for future transit and park-and-ride opportunities.

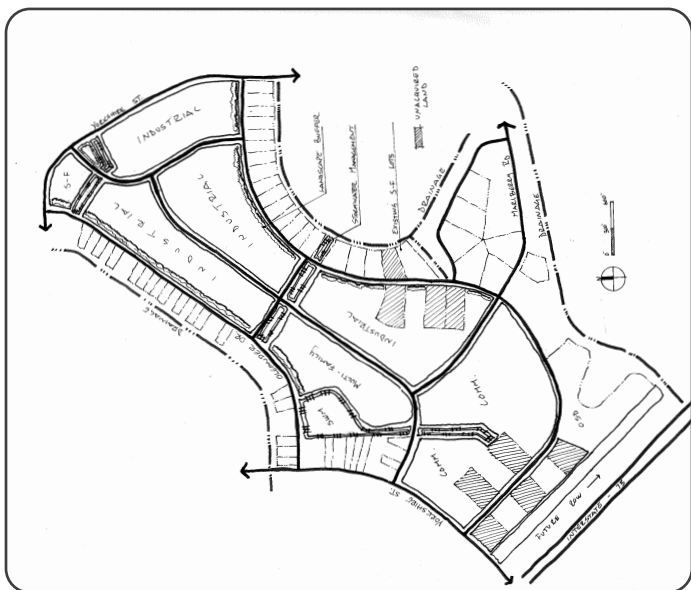


Sketch from design charrette

Future Land Use Map

The Future Land Use Map for the North Fernley area will fill in the gaps of the Framework Map to communicate a well-organized and market-supportive allocation of land uses in the study area. These land uses may include residential, commercial and retail, office, open space, public facilities, and stormwater management facilities. We will work with City staff to create a customized set of land use classifications or character areas before creating a new future land use map. Together with the future land use policies, this step will help position the City to realize its desired land use vision and establish a standard for economic investment and community character.

An existing plan and policy review will provide a deep dive into the City's plans and policies that provide essential context into the discussion surrounding the North Fernley area. This effort will include highlighting policy recommendations for vetting by staff, elected officials, and key stakeholders. As we work through subsequent tasks, we will collect potential policy options so they can be evaluated concurrently with the development of the future land use map. This process will allow potential policies to guide the development of land use considerations. For example, policy directives for investing at key crossroads or specific parcels within the study area will have specific effects on land use characteristics and the market absorption elsewhere in the City and surrounding areas. These policy statements will help ensure the North Fernley Area Plan responds to current and projected conditions and community feedback.



Preliminary Land Use Master Plan sketch

Development Guidelines

The development guidelines will provide a consistent standard of quality throughout the City of Fernley that provides guidance in addition to the City's Development Code. These Design Guidelines will guide the physical development of residential, commercial, and industrial projects to enforce a consistent design that remains true to the developed vision and character established during the community engagement process. These guidelines are intended to guide the developer in determining the location, size, and design aspects of creating meaningful communities, open spaces, and gathering areas that improve the public realm throughout Fernley.

The City has a unique opportunity to not only set the stage for new development but to reestablish its brand. The North Fernley Area Plan is the first of three area plans from which each can pull from the same market analysis and development guidelines to create a cohesive look and feel throughout all land uses. Creative placemaking and quality urbanism starts with building upon the character of the community and providing accessible, sustainable, and innovative districts. Developers and project designers will be in a better position to design and build projects that reflect desired outcomes and community benefits if the intended vision and benefits are encoded in consistent policies and development standards, as opposed to when they are applied and negotiated on a case-by-case basis. The Development Guidelines are intended to serve as a foundation and resource for the City to establish the overarching vision, identify policy changes, and prioritize public investments that enable each area plan to occur according to the community's goals.



Conceptual site plan for Development Guidelines

Task 5: Implementation Strategy

The heart of every successful planning initiative lies within a comprehensive and realistic implementation strategy. Kimley-Horn will work with the City to develop an implementation matrix and memo detailing strategies similar municipalities have used. We will also provide additional options that may be available for the City to take advantage of. The implementation strategy starts with gaining consensus among elected officials, planning staff, and the community. This high-level summary will set the framework for next steps and action items for when development opportunities arise.

Overall, the matrix will cover the following to ensure the Area Plan is development-ready:

- The responsibilities of City staff and elected officials
- Capital improvement priorities and timelines
- Case studies
- Potential funding sources
- Performance measures

Task 6: Plan Adoption Support

Kimley-Horn will support City staff in the review and adoption of the North Fernley Area Plan. Our team will provide a compiled draft plan (adoption draft) and present it to City Senior Staff and provide time for review and comment. We will then make any necessary revisions to address City staff and planning team comments. Kimley-Horn will prepare a final draft for presentation and distribution to the Planning Commission, Mayor, and City Council. Following delivery of the final draft of the North Fernley Area Plan and public notification by City staff, Kimley-Horn will support City staff and prepare for the adoption of the plan.

Work Schedule/Proposed Timeline

See below for our proposed schedule to complete this project.

Task	2023								
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Project Kickoff									
Existing Conditions/Analysis									
Community Engagement Survey									
Develop Vision/Goals									
Design Charrette									
Scenario Development									
Refined Scenarios - Input from Community Survey									
Implementation Plan									
Adoption									

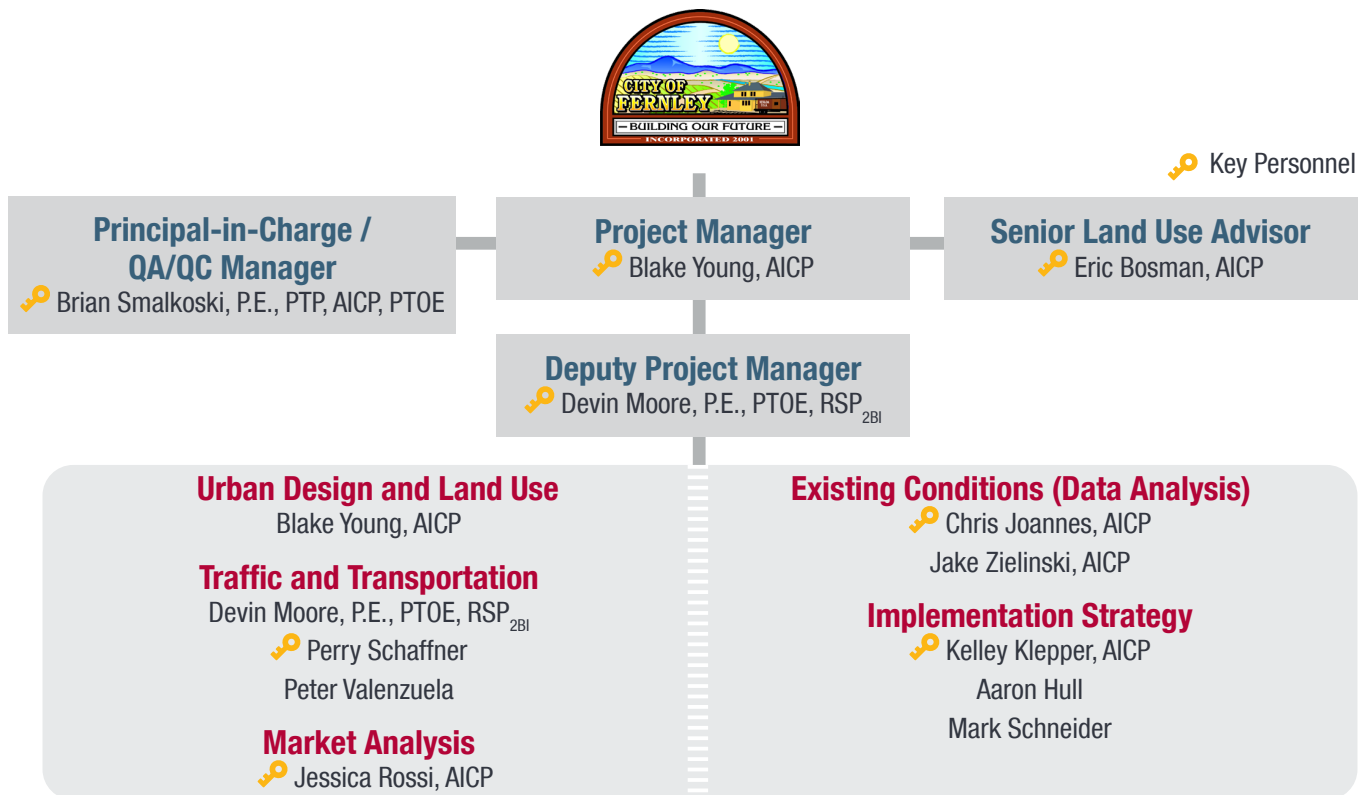
Proposed schedule

Organization/Team Profile and Qualifications

. We are excited about this opportunity and have brought together a team of discipline experts from our local and national offices to provide a comprehensive approach. As Project Manager, Blake Young brings a certified planner background and leads the team with extensive knowledge and years of expertise in land use planning, urban design, and design standards for both public- and private-sector clients. Devin, who will serve the City as Deputy Project Manager, brings over 13 years of experience in traffic engineering and transportation planning. Together, they will bring a holistic approach to the planning process linking land use and urban design with transportation and infrastructure.

Qualifications of Key Personnel

The Kimley-Horn team organization chart is provided below, summarizing our team's structure and individual roles and responsibilities for the project. We have included resumes on the following pages summarizing the experience and qualifications of our key personnel.



Organization Chart



BLAKE YOUNG, AICP

Project Manager / Urban Design and Land Use

Credentials

- B.S., Urban Planning, University of Cincinnati
- American Institute of Certified Planners (AICP #33686)
- American Planning Association, Member
- National Town Builders Association (NTBA), Member
- Congress for the New Urbanism (CNU), Member

Blake is an urban designer with more than seven years of experience in long range planning, land use, urban design, station area planning, creative placemaking, and mobility planning. His experience encompasses subarea plans, comprehensive plans, development guidelines, TOD plans, downtown master plans, and mobility-focused corridor plans. He focuses on creating unique solutions for every project while linking reinvestment opportunities to public planning initiatives to promote market-feasible and sustainable growth. His experience with private-sector development groups gives him an inside look at how municipalities can incentivize and promote growth while remaining true to the vision set forth in previous planning initiatives. **As Project Manager, Blake will serve as the City's primary point of contact on this project.**

Project Experience

- Adams County, CASP Subarea Plan, Adams County, CO – Project Planner
- Durham-Orange Light Rail Transit Project (DOLRT), TOD Guidebook, Durham-Chapel Hill, NC – Urban Designer *
- City of Celina, Urban Guidelines Vision Book, Celina, TX – Project Planner / QA/QC
- Banning Lewis Ranch Master Plan, Colorado Springs, CO – Urban Designer
- City of Tucson, Grant Road Corridor Plan, Tucson AZ – Project Manager
- Town of Kiowa, Comprehensive Plan Update, Kiowa CO – Project Manager
- Sound Transit, Everett Link Extension, Everett, WA – Planning Lead
- Sandy City, Stadium Village Master Plan, Sandy UT – Urban Designer*
- City of Green River, Flaming Gorge Way Corridor Study, Green River, WY – Project Planner
- City and County of Denver, Neighborhood Planning Initiative Near Southeast Neighborhood Plan, Denver, CO – Project Planner
- City of St. Petersburg, SunRunner Rising Corridor Development Plan, St. Petersburg, FL – Urban Designer
- Heath Texas, Heath Towne Center Overlay, Heath, TX – Urban Designer
- City and County of Denver, On-Call Community Networks Planning Services, Denver, CO – Planning Analyst
- Gwinnett County, BRT Corridor Study, Gwinnett County, GA – Planning Analyst
- Adams County, TransPort Colorado Land Use Development Plan, Aurora, CO – Urban Designer*
- Colorado Springs, Rocky Mountain Health Care Campus Master Plan, Colorado Springs, CO – Urban Designer*
- Fort Smith, Downtown Planning Initiative, Fort Smith, AR – Urban Designer*
- City and County of Denver, RiNo's Landing Master Plan and Feasibility Study, Denver CO – Urban Designer

**Prior to joining Kimley-Horn*



DEVIN MOORE, P.E., PTOE, RSP_{2BI}

Deputy Project Manager / Traffic and Transportation

Credentials

- Master of Science, Civil Engineering, Texas A&M University
- Bachelor of Science, Civil Engineering, Brigham Young University
- P.E. in NV (#022921), ID, IA, OR, UT, and WA
- Professional Traffic Operations Engineer (#3820)
- Road Safety Professional (RSP₁ #25)
- RSP_{2I} (#66)
- RSP_{2B} (#5)
- Institute of Transportation Engineers (ITE), Member

Devin has 11 years of transportation safety, planning, and engineering experience. He is proficient in GIS, microsimulation, and current Highway Capacity Manual (HCM) methodologies for transit, pedestrian, and vehicle traffic. Devin is one of the few Road Safety Professionals certified in both behavioral and infrastructure. He has extensive experience with systemic safety projects as task leader and project manager for Local Road and Safety Action Plans, and he has widespread experience analyzing collision data, identifying safety issues on large roadway networks, working with diverse stakeholder groups, and developing systemic low-cost safety countermeasures. Devin has analyzed more than 39,800 miles of roadways, 53,300 intersections, and 13,300 curves for systemic safety improvements. He has also conducted numerous traffic impact analyses, transit studies, pedestrian analyses, mobility studies, and roundabout and corridor analyses. Devin has completed formal training on Road Safety Audits and the Highway Safety Manual Interactive Highway Safety Design Model (IHSDM). **As Deputy Project Manager, Devin will work closely with Blake to coordinate plan tasks and assist with the management of the project.**

Project Experience

- City of Fernley, Transportation Master Plan, Fernley, NV – Project Manager
- City of Fernley, Traffic Impact Participation Fee Study, Fernley, NV – Project Manager
- City of Fernley, Access Management Policy, NV – Project Manager
- City of Fernley, Red Rock Traffic Analysis and Cost Estimate, Fernley, NV – Project Manager
- City of Fernley, Miller Lane Traffic Analysis, Fernley, NV – Project Manager
- RTC Washoe, University of Nevada Reno (UNR) Area Transportation Study, Reno, NV – Project Engineer
- RTC Washoe, Complete Streets Master Plan, Reno/Sparks, NV – Project Engineer
- Carson City, South Carson Street Conceptual Complete Streets Study, Carson City, NV – Project Engineer
- RTC Washoe, ADA Self-Evaluation and Transition Plan, Reno/Sparks, NV – Project Engineer
- RTC Washoe, Kuenzli Street Project, Giroux Street to Wells Avenue, Reno, NV – Project Engineer
- Nevada Department of Transportation (NDOT), Inter-County and Regional Transit Plan, Various, NV – Project Engineer
- City of Carson City, ADA Transition Plan and Sidewalk Inventory, Carson City, NV – Project Engineer
- NDOT, Strategic Highway Safety Plan Implementation Support, Statewide, NV – Project Engineer



BRIAN SMALKOSKI, P.E., AICP, PTP, PTOE

Principal-in-Charge / QA/QC Manager

Credentials

- M.S., Civil Engineering, University of Minnesota
- B.A., Geology, University of Minnesota
- B.A., Management, University of Minnesota
- P.E. in NV (#02731), AZ, CO, ID, MI, MN, MT, NM, OR, UT, WA, and WI
- Professional Transportation Planner (PTP #83)
- AICP (#022815)
- PTOE (#2835)

Brian is a senior transportation planner and engineer bringing 25 years of experience developing transportation plans, evaluating and use and how it blends into transportation uses, and creating innovative community involvement programs to engage stakeholders in the planning process. His experience encompasses visioning and policy planning, comprehensive and master plans, economic analysis, parking, and traffic operations analysis and design. He has led TOD planning, traffic engineering and multimodal transportation planning, rail and aviation planning, travel demand modeling, and economic analysis projects around the country. **As Principal-in-Charge and QA/QC Manager, Brian will be responsible for adhering to the City's quality standards and monitoring the quality of our performance on this contract.**

Project Experience

- Arizona DOT, I-10 Ina Road Traffic Interchange (TI) to Ruthrauff Road TI Final Design, Tucson, AZ – Principal-in-Charge
- Minnesota DOT, I-35W North Corridor Managed Lane Environmental Assessment and Preliminary Design, Roseville, MN – Principal-in-Charge



ERIC BOSMAN, AICP

Senior Land Use Advisor

Credentials

- Master of Architecture, University of Illinois, Urbana-Champaign
- Master of Urban Planning, University of Illinois, Urbana-Champaign
- B.A., Architecture, Clemson University
- AICP (#016093)

Eric is an experienced urban designer, community planner, and transit planner. Over the last two decades, he has assisted communities, community improvement districts (CIDs), educational systems, and other organizations as a facilitator, planner, designer, and project manager. As a planner and urban designer, Eric has helped transform and revitalize communities throughout the United States. Many of his efforts combine community design, land use planning, market analysis, and transportation planning to create more vibrant, livable communities.

Project Experience

- City and County of Denver, Neighborhood Planning Initiative Near Southeast Neighborhood Plan, Denver, CO – Project Manager
- City of St. Petersburg, SunRunner Rising Corridor Development Plan, St. Petersburg, FL – Project Manager
- City of Hendersonville, Stop 30 Corridor Development Plan, Hendersonville, TN – Senior Land Use and Urban Design Advisor



CHRIS JOANNES, AICP

Existing Conditions (Data Analysis)

Credentials

- Master of Applied Science, Geographic Information Systems, Arizona State University
- B.S., Urban Planning, Arizona State University
- AICP (#029061)

Chris is a transportation planner with strengths in multimodal transportation planning, public engagement, and GIS. He has proven experience working with all levels of government ranging from municipalities and community organizations to regional metropolitan planning organizations (MPOs) and state agencies. Chris has 12 years of experience creating community-oriented plans with an emphasis on consensus building and clear, approachable public-facing deliverables. He is also a GIS specialist and data management expert who has developed quantitative alternatives analysis and project prioritization processes that build trust in recommended improvements.

Project Experience

- City of Tucson, Downtown Curb Lane Management Study, Tucson, AZ – Project Planner
- Pima County, Summerhaven Congestion Management Concepts Study, Summerhaven, AZ – Project Planner
- Navajo County, State Route 260 Corridor Study, Show Low, AZ – Project Manager



KELLEY KLEPPER, AICP

Implementation Strategy

Credentials

- M.A., Geography and Urban Planning, East Tennessee State University
- B.A., Psychology, East Tennessee State University
- AICP (#014572)

Kelley has 31 years of planning experience, including a thorough knowledge of comprehensive planning, land use/zoning/overlay codes, corridor master plans, growth management, public policy, form-based codes, small/special area plans, transportation, development-related issues facing growing communities, and urban design. He has successfully worked with a variety of state, regional, and local governments in Tennessee, Kentucky, Florida, North Carolina, South Carolina, Georgia, Virginia, and California. In addition, he is experienced in coordinating and conducting public meetings, presentations, and charrettes.

Project Experience

- St. Lucie County, Airport Zoning Code Update, St. Lucie County, FL – Project Manager
- City of Monroe North Carolina, UDO, Monroe, NC – Project Manager
- Village of Palmetto Bay, Franjo Activity Center, Palmetto Bay, FL – Project Manager



JESSICA ROSSI, AICP

Market Analysis

Credentials

- M.A., Community and Regional Planning, University of Rhode Island
- B.A., Environmental Studies and Political Science, Alfred University
- AICP (#164330)

With more than 19 years of planning, real estate, and public engagement experience, Jessica brings a comprehensive perspective to all projects. She works on a wide variety of planning and economic development assignments for local governments and regional agencies. Additionally, developer and investor clients rely on Jessica's insight to determine demand for commercial and residential projects and to choose specific concepts to maximize economic development, marketability, and value. Her experience working with public- and private-sector interests is useful in creating innovative solutions to complex issues.

Project Experience

- City of Charlotte, Sugar Creek Road Corridors of Opportunity Playbook, Charlotte, NC – Project Manager
- City of Greenville, Realizing Laurens Road Transit-Oriented Development Study, Greenville, SC – Lead Economist
- City of Fort Worth, East Lancaster TOD Planning Study, Fort Worth, TX – Lead Economist



PERRY SCHAFFNER

Traffic and Transportation

Credentials

- Master of City Planning, University of Pennsylvania
- B.A., Geography, University of Nevada, Reno

Perry is a planner in Kimley-Horn's Reno office. She has public and private sector experience in land planning, entitlements, and transportation planning. She has experience conducting traffic counts; creating and interpreting transportation models; gathering, cleaning, and organizing data using GIS; analyzing water policy; conducting transportation safety analyses; and working on comprehensive and neighborhood plans. She is passionate about the transportation and land use connection.

Project Experience

- City of Fernley, Red Rock Road Paving Extension, Fernley, NV – Project Analyst
- Carson City/CAMPO, Carson Area Transportation System Management Plan, Carson City, NV – Project Analyst
- NDOT, Wrong-Way Driver Warning Systems Design, Statewide, NV – Project Analyst
- Reno-Tahoe Airport Authority, Terminal Loop Road Rehabilitation, Reno, NV – Project Analyst

Familiarity with Fernley Comprehensive Master Plan, Fernley Development Code, and Nevada Revised Statutes

Fernley has been rapidly growing within the past ten years based on development within the City of Fernley and industrial development growth at the Tahoe Reno Industrial Center (TRIC) in Storey County. Fernley is in a transition period between a rural town and a developing city, which the Fernley Comprehensive Master Plan identifies, and the goal is to ease the transition while still maintaining the character of the town. Fernley began as an agriculture focused city but has expanded far beyond that in recent years.

The Fernley Development Code has been updated to align with the goals of the Comprehensive Master Plan. Many of these goals include where to allow certain types of development in the future. The City would like to see existing farmland continue to be used for agricultural purposes, while also designating other areas for more intense development. Economic development remains a major goal for the City of Fernley, so continuing to designate areas for employment centers and opportunities will be of great importance for all future plans for the city. Fernley has seen the surrounding area expand with employment opportunities, leaving many of its residents to live there and commute out for work. There is opportunity to expand employment centers within the City of Fernley to allow more people to work and play where they live.

Where the Comprehensive Master Plan identifies overall goals for the entire city, the future area plans will be a great opportunity to focus on a smaller scale of different areas within Fernley to meet these goals in a more specific fashion. The North Fernley Area is largely undeveloped and has large potential for future opportunities for various types of development. The hillside development standards laid out within the Fernley Development Code may require greater flexibility to allow for large scale development in the North Fernley Area. The City intends to limit development on slopes greater than 15% and any development in the North Fernley Area should incorporate these mitigations.

The Comprehensive Master Plan shows eleven new multi-family residential housing projects constructed since 2006. Expansion of all types of housing can be a great opportunity for this area. Although the North Fernley Area is currently zoned for parks and open space, general rural, and commercial, there is opportunity to use this area plan to allow for additional types of uses that may satisfy the needs for the City. To meet employment center goals, the commercial use zoning is important, but additional housing diversity can be beneficial in this area as well. Taking advantage of the parks zoning while allowing for residential development could create a living area that is sustainable and enjoyable to residents of Fernley.

Kimley-Horn has experience in Northern Nevada for over 20 years and Deputy Project Manager Devin Moore, was responsible for the development of the Fernley TMP. During our work on the TMP, we gained familiarity with the Fernley Comprehensive Master Plan and the City's Development Code. Upon recommendation from the TMP, Devin also led the development of an Impact Fee Participation Study and the Access Management Policy for the City. Our 20+ years in Northern Nevada have given us great familiarity with the Nevada Revised Statutes as well. We believe this experience will help guide our team in responding to the unique challenges this plan faces.

Cost Proposal

Kimley-Horn partners with agencies and municipalities to create plans to spur growth and development in their communities. Well-crafted plans strive to balance economic, environmental, and social values. Our team of planners, urban designers, landscape architects, and engineers will develop insightful solutions to deliver practical results that consistently exceed your expectations. We pride ourselves in providing high-quality deliverables incorporating cutting-edge design alternatives, which our clients have come to rely on and expect. Our team of professionals understands how the complexity of the scope of work for this project can influence the budget needed for each task.

The North Fernley Area Plan is the first of three Area Plans outlined in the City's Comprehensive Master Plan. To create a cohesive look and feel throughout these three subareas, our team will take an upfront investment approach to create a Development Guidelines document to cover all land uses that may be applicable to the three area plans. **Once these development guidelines are developed, this document will carry forward and guide the next two area plans to create a meaningful sense of place while also being responsive to market conditions. Although the proposed fee for the North Fernley Area Plan is exceeding the expected fee, it is understood that the next two subarea plans will utilize the development guidelines developed for the North Fernley Area Plan, and thus will not include that task fee.**

Likewise, the optional Market Study is an add-on service to establish a foundation for which our land use decisions will build upon. This analysis will also carry forward and provide guidance for the proceeding subareas. **The goal of our approach is to establish a consistent base upon which all three subarea plans will be developed.**

	P0	P1	P2	P3	P4	P5	P6	P7	Total Hours	Labor Sub-Total
	Analyst			Professional		Senior/Principal				
Task 1: Project Management									-	-
Project Team Meetings / Coordination		5	5	5	10	5	5	5	40	\$6,475
Task 2: Existing Plan Review / Data Collection									-	-
Plan and Policy Review		10	10	10	10				40	\$5,100
Basemapping and Policy Mapping		10	10	10					30	\$3,400
Existing Conditions Analysis	20	20	10		10			5	65	\$7,750
Task 3: Vision / Goals and Community Engagement									-	-
Vision / Values Listening Survey	15	15			15		5		50	\$6,450
Design Charrette				30	30	30			90	\$14,400
Community Conclusion	15	15			10	5			45	\$5,475
Task 4: Area Plan Development									-	-
Community Conversations	15	5		5	5				30	\$3,325
Framework Map			30		30			5	65	\$9,650
Future Land Use Map		20	10	10	30	20		10	100	\$15,400
Development Guidelines		30	30	30	30	10		10	140	\$19,350
Task 5: Implementation Strategy									-	-
Implementation Matrix	10		10		5	15	5	20	65	\$11,125
Task 6: Plan Adoption Support									-	-
Review / Support Activities					30		20		50	\$9,300
Draft Area Plan Presentations					20		20	20	60	\$12,000
Revised / Final Area Plan			20		20				40	\$5,700
Total Labor Hours	75	130	135	100	245	80	50	65	910.0	\$134,900

Labor Fee:	\$134,900
Market Study / Analysis (Optional)	\$20,000
Reimbursable Expense Fee:	\$5,500
Total Fee:	\$160,400

Cost Proposal

North Fernley Area Plan

Deliverables

Project Deliverables include:

- Summary of Community Engagement Process and Feedback (*hard copy and digital*)
- Vision and Goals Statement (*hard copy and digital*)
- Existing Conditions Map and Summary (*hard copy and digital*)
- Land Use Plan (*hard copy and digital*)
 - Framework Plan
 - Final Land Use Plan
 - Development Summary to summarize acreages for each land use
 - Description of land use plan and fiscal impacts
- Design Guidelines (*hard copy and digital*)
- Implementation Strategy Matrix and Summary (*hard copy and digital*)
- Market Analysis Data (optional add-on service) (*hard copy and digital*)
- Digital working files (*dwg, psd, ai., indd*)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: September 20, 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) Discussion and possible action on two applications submitted by Christy Corporation, LTD on behalf of Nev Dev, LLC on a parcel ±26.55-acres in size and generally located south of Farm District Road, west of Desert Lakes Drive, and east of Donna Way (APN: 021-301-35).

1. MPA23001 (Resolution # 23-011) - A master plan amendment application to redesignate the comprehensive master plan land use of the parcel from Single-Family Residential (SFR) to Commercial (C).
2. ZMA23001 (Bill # 330) – A zoning map amendment application to rezone the parcel from Single-Family Residential, 20,000 square-foot minimum lot size (SF20) to General Commercial (C2).

AGENDA ITEM BRIEF:

Christy Corporation submitted a master plan amendment, zoning map amendment, and conditional use permit on behalf of Nev Dev to allow construction of a self-storage facility at the rear of this parcel. The developer intends to reserve the front of the parcel for future neighborhood-style commercial development to serve the nearby Desert Lakes housing subdivision.

RECOMMENDED MOTION:

Approval: "I move to adopt Resolution # 23-011 regarding the comprehensive master plan amendment associated with MPA23001 and Bill # 330 regarding the zoning map amendment associated with ZMA23001. This motion is based on findings M1 through M3, findings Z1 through Z3, and the facts supporting those findings as set forth in the staff report."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Denial: "Based on information received in written materials, and at the public hearings on this matter, I move to deny Resolution # 23-011 associated with MPA23001 and Bill # 330 associated with ZMA23001 because I have determined the proposed changes are detrimental to the public's health, safety, and general welfare. I am unable to make the required findings: (M1 and/or M2 and/or M3 AND Z1 and/or Z2 and/or Z3) as they relate to _____. Therefore, I cannot approve the comprehensive master plan or zoning map amendments."

Note: Though no further motion language has been provided, all motions made in accordance with City of Fernley Council parliamentary procedure are appropriate.

BACKGROUND:

Truckee Carson Irrigation District (TCID) split this parcel from a larger 55.14-acre parcel in August of 2000 to sell to a private party. The private party transferred the property to the current owner, The Roman Catholic Bishop of Reno, in April of 2002. This property is currently vacant and has never been developed beyond infrastructure related to irrigation.

City of Fernley Planning Commission granted the applicant CUP23005, a conditional use permit that allows this parcel the "mini-warehouse" use, on August 9, 2023. The applicant intends to build a self-storage and vehicle parking facility at the rear of the parcel; the conditional use permit is contingent upon approval of the master plan and zoning map amendments.

Regarding ZMA23001, Planning Commission forwarded a recommendation of approval, with 4 in favor and 3 absent. Regarding MPA23001, Planning Commission forwarded a technical recommendation of denial, with 4 in favor and 3 absent. Though the Commissioners present voted unanimously in favor of a positive recommendation, the Commission was unable to adopt the master plan amendment. Nevada Revised Statutes (NRS) 278.210 3. requires an adoption be carried out by the affirmative votes of "not less than two-thirds of the total membership of the commission". In the case of our Planning Commission, 5 affirmative votes are required to recommend City Council adopt a master plan amendment, and there were only 4 Planning Commissioners present.

Both of these items were initiated, a public hearing was held, and Bill # 330 (associated with ZMA23001) was read at the September 6, 2023 City Council meeting.

FINDINGS:

M1. The master plan amendment will implement the goals listed within the City of Fernley Master Plan as listed in the staff report.

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

The applicant and staff agree that a master plan amendment from SFR to C is consistent with or will support the below goals and action strategies from the Population/Housing/Employment (HP), Conservation (C), Land Use (LU), Transportation (T), and Public Services/Facilities (PSF) sections of the comprehensive master plan.

- **H.P.1.9** Ensure that applications to amend the Comprehensive Master Plan include an analysis of the impact the proposed amendment will have on the projected population and any corresponding impact on demand for public services and facilities.
- **C.1.4.3** Encourage new public and private development to use water conservation landscaping and fixtures.
- **LU.1.1** Encourage and plan for new development in areas where adequate public services and facilities can be provided efficiently.
- **LU.1.1.1** Require new development to provide its proportionate share of improvements to avoid a degradation of services for existing residents. This requirement will be applied regardless of project size in order to avoid incremental erosion of services and facilities.
- **LU.1.1.2** Encourage development of vacant or underutilized lands within the community core where adequate infrastructure and facilities currently exists.
- **LU.1.1.3** Require new development to provide certified, stamped studies demonstrating the impact proposed development will have on existing infrastructure and to provide improvements and/or funding in lieu of improvements in proportion to the impacts of the proposed projects on the city's roadway, sewer and water systems.
- **LU.1.3** Provide a balanced distribution of employment and population.
- **LU.1.3.1** Encourage land uses and development, which maintains a balance of population, housing, and employment.
- **LU.1.3.2** Maintain adequate supplies of developable land for both residential and commercial land uses.
- **LU.1.4** Ensure existing and future land uses are compatible.
- **LU.1.4.2** Projects shall be evaluated with the intent to promote land use compatibility; community design measures can increase compatibility among adjoining land uses.
- **LU.1.5.3** Development on the perimeter of Fernley is appropriate only where orderly extension of existing public services and facilities can occur.
- **LU.1.6.2** The land use designations include minimum service standards that shall apply to proposed developments and land use changes.
- **LU.1.7.4** All outdoor storage shall be visually screened from view from an adjoining public or private street.
- **T.1.1.6** Require all new development to be consistent with the access right-of-way dedication and improvement standards as specified in the Public Works Design Manual and pursuant to the functional classification as defined in this chapter.
- **T.1.3.4** Require proposed new development that intends to connect with an NDOT roadway to incorporate the NDOT Access Management System and Standards into the project design. These standards regulate access onto the roadway network in order to protect health, safety and welfare of the public, maintain the rights-of-way, and to preserve the functional classification level of the roadway network while meeting the needs of the motoring public. The access management standards address the location, spacing and frequency of access points on the roadway network.
- **PSF.1.4** Reduce water demand through xeriscape project landscaping, reclamation and reuse of treated wastewater for golf courses, medians, parkways and other appropriate application uses.

If Council grants the proposed master plan amendment, the zoning map amendment from SF20 to C2 will be consistent with the City of Fernley's master plan because C2 is an equivalent zoning district of C. There is no indication these applications are inconsistent with state and federal law.

M2. The master plan amendment will be compatible with surrounding land uses.

Z2. Consistent with the surrounding land uses.

This project is consistent and compatible with current and future land uses on adjacent properties.

Direction	Zone	Land Use Designation	Current Use
North	SF6	Open Space and Parks (OSP)	Desert Lakes golf course
South	RR5	Single-Family Residential (SFR)	Single-family residences (across the canal)
East	RR5	Single-Family Residential (SFR)	Vacant TCID property, high voltage powerlines
West	RR1/RR5	Single-Family Residential (SFR)	Single-family residences

Rural residential single-family housing to the south, east, and west would typically be a prominent concern when reviewing a project of this type; however, this property is unique. The property line is buffered to the west by a 60' TCID easement. It is also buffered to the south by the Truckee Canal, which is within a 200' TCID easement.

The property to the east is likely to remain vacant. When TCID split the subject parcel from a larger property to sell, they kept the portion of the original property to the east. Roughly half the 6.84-acre parcel is unbuildable due to a 200' wide easement owned by Los Angeles Water and Power. The nature of the high-voltage lines within the neighboring easement also makes the site in question unsuitable for housing. A largely uninhabited storage use with a drainage basin separating the power easement from the future commercial portion is an excellent layout for a difficult-to-develop site.

For consideration regarding the master plan and zoning amendments, this is an excellent spot for neighborhood commercial near the currently underserved Desert Lakes neighborhood. It is directly across the street from the golf course, which allows it to be in proximity to the neighborhood with a reduced risk of disturbing the residents.

M3. Public notice was given, and a public hearing held per the requirements of Nevada Revised Statutes and Fernley Development Code.

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

This item was originally noticed for a public hearing on 07/12/2023. At the July 12 meeting, staff requested a continuation to the August Planning Commission meeting because the recommended conditions of approval were not yet finalized. Planning Commission granted a continuation of the public hearing. Staff certifies that a public hearing was held at the 07/12/2023 and 08/09/2023 Planning Commission meetings in accordance with the requirements of Nevada Revised Statutes and Fernley Development Code.

This item was further noticed for a public hearing at the first reading before City Council on 09/01/2023 and the second reading before City Council on 09/20/2023. Staff certifies that both public hearings will be conducted in accordance with City of Fernley Development Code and Nevada Revised Statutes.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes (NRS)

City of Fernley Comprehensive Master Plan, August 2018, 3rd Update (Master Plan)

Fernley Municipal Code (FMC)

[Master Plan](#), Page 65 – Land Use Category, Commercial (C)
[NRS 278.210](#) – Adoption of master plan and amendments by commission
[NRS 278.260](#) – Amendment of zoning ... boundaries
[FMC Section 32.03.040](#) (b) – Comprehensive master plan amendments
[FMC Section 32.03.040](#) (e) – Zoning map amendment (rezoning)
[FMC Section 32.06.100](#) – Commercial (C1, C2, and TC)
[FMC Section 32.06.150](#) – Unlisted uses and use table
[FMC Section 32.07.280](#) – Mini-warehouse
[FMC Chapter 32.09](#) – Development Standards

Note: Relevant laws, statutes, regulations, and the links provided for them in this section are for quick reference and are not all-inclusive. Planning department will ensure all links are operational through the 09/20/2023 meeting but does not guarantee function or applicability after that date.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Bill # 330 - ZMA23001
2. Resolution # 22-009 - MPA23001
3. CUP23005 Conditions of Approval
4. Traffic Impact Summary
5. Applicant Report
6. Landscape Plan

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

**BILL # 330
CITY OF FERNLEY
ORDINANCE # _____**

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA23001, TO CHANGE THE ZONING OF ±26.55-ACRES SOUTH OF FARM DISTRICT ROAD, WEST OF DESERT LAKES DRIVE, AND EAST OF DONNA WAY (APN: 021-301-35) FROM SF20 (RESIDENTIAL, SINGLE-FAMILY, 20,000 SQUARE-FOOT MINIMUM LOT SIZE) TO C2 (GENERAL COMMERCIAL) AND OTHER MATTERS PROPERLY RELATED THERETO.

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

SECTION 1: The zoning of that certain real property totaling 26.55-acres, more or less, situated in the City of Fernley, County of Lyon, State of Nevada, and generally situated south of Farm District Road, west of Desert Lakes Drive, and east of Donna Way, and being more particularly described as APN: 021-301-35, is hereby reclassified from SF20 to C2.

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 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 # 330 BEING HEREBY PROPOSED this 6th day of September 2023.

BILL # 330 BEING HEREBY PASSED, APPROVED and ADOPTED this 20th day of September 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

CITY OF FERNLEY
RESOLUTION # 23-011

A RESOLUTION OF THE CITY OF FERNLEY FOR A COMPREHENSIVE MASTER PLAN AMENDMENT, ASSOCIATED WITH CASE NUMBER MPA23001, TO CHANGE THE LAND USE ON A ±26.55-ACRE PARCEL FROM SINGLE-FAMILY RESIDENTIAL (SFR) TO COMMERCIAL (C). THE PARCEL IS GENERALLY LOCATED SOUTH OF FARM DISTRICT ROAD, WEST OF DESERT LAKES DRIVE, AND EAST OF DONNA WAY (APN: 021-031-35).

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

WHEREAS Nevada Revised Statutes chapter 278.220 specifies that a change in or addition to the master plan or any part thereof, as adopted by the Planning Commission, may be made by the governing body after being referred to the Planning Commission for a report thereon; and

WHEREAS the City Council held a public hearing on September 6 and September 20, 2023; and

WHEREAS the proposed master plan amendment is consistent with or supports goals and action strategies H.P.1.9, C.1.4.3, LU.1.1, LU.1.1.1, LU1.1.3, LU.1.3, LU.1.3.1, LU.1.3.2, LU.1.4, LU.1.4.2, LU.1.5.3, LU.1.6.2, LU.1.7.4, T.1.1.6, T.1.3.4, and PSF.1.4 of the City of Fernley Comprehensive Master Plan.

NOW, THEREFORE, BE IT RESOLVED, that based on the discussion and findings provided in the staff report and/or testimony presented at the September 6 and September 20, 2023 public hearings, that the Fernley City Council approves and adopts this master plan amendment as part of the Fernley Comprehensive Plan.

RESOLUTION PASSED, APPROVED, AND ADOPTED this 20th day of September 2023, by the following vote of the Fernley City Council:

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

FERNLEY CITY COUNCIL

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

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



Planning Department

Permits
Planning
Development Review
Sustainability

August 21, 2023

Kim McCreary
Nev Dev, LLC
Mccrearykim777@gmail.com

RE: Final Action – Conditional Use Permit CUP23005 – Farm District Storage

Dear Applicant:

On August 9, 2023, the City of Fernley Planning Commission reviewed a Conditional Use Permit application request from Christy Corporation, LTD on behalf of Nev Dev, LLC to establish the mini-warehouse use on a ±15.08-acre portion of the parcel to allow construction of a self-storage and vehicle-storage facility on a parcel generally located south of Farm District Road, west of Desert Lakes Drive, and east of Donna Way (APN: 021-301-35).

Following careful consideration based upon the written materials and public comment, the Planning Commission voted to approve the Conditional Use Permit request subject to the Conditions of Approval 1 through 26 as attached hereto. No appeal was filed in accordance with the provisions outlined in Fernley Municipal Code Section 32.03.090(e); therefore, the Planning Commission's action is final.

You may not conduct or establish the use for which this application was approved until all conditions of approval have been satisfied to the approval of the Planning Department. If you have any questions concerning this application, please contact the Planning Department at (775) 784-9810.

Sincerely,

Lisa Warner

Lisa Warner
Assistant Planner

CC: Mike
Christy Corporation, LTD
mike@christynv.com

Attachments: Conditions of Approval for CUP23005

Conditions of Approval for CUP23005

CONDITIONAL USE PERMIT

SCOPE AND DURATION OF APPROVAL

1. APPROVAL:

THIS CONDITIONAL USE PERMIT IS APPROVED AS SUBMITTED AND CONDITIONED. ANY SUBSTANTIVE CHANGE SHALL REQUIRE REVIEW AND APPROVAL BY PLANNING COMMISSION AS AN AMENDMENT TO THIS CONDITIONAL USE PERMIT.

2. PROJECT DESCRIPTION:

THE PROJECT APPROVAL IS LIMITED TO A MINI-WAREHOUSE (PERSONAL STORAGE FACILITY AND OUTDOOR VEHICLE STORAGE) ON A ±15.08-ACRE PORTION OF THE PARCEL GENERALLY LOCATED SOUTH OF FARM DISTRICT ROAD, WEST OF DESERT LAKES DRIVE, AND EAST OF DONNA WAY, IN FERNLEY, NV (APN: 021-301-35).

3. CONCURRENT APPLICATION PROCESSING:

APPROVAL OF THIS CONDITIONAL USE PERMIT IS CONTINGENT UPON APPROVAL OF A MASTER PLAN AMENDMENT TO REDESIGNATE THE ±26.55-ACRE PARCEL FROM SINGLE-FAMILY RESIDENTIAL (SFR) TO COMMERCIAL (C); THIS APPROVAL IS FURTHER CONTINGENT UPON APPROVAL OF A ZONING MAP AMENDMENT TO REZONE THE ±26.55-ACRE PARCE FROM RESIDENTIAL – SINGLE-FAMILY, 20,000 SQUARE FEET MINIMUM LOT SIZE (SF20) TO GENERAL COMMERCIAL (C2).

4. EXPIRATION DATE:

THE CONDITIONAL USE PERMIT SHALL EXPIRE WITHIN ONE (1) YEAR OF THE DATE OF APPROVAL, UNLESS THE PERMITTED USE HAS BEEN ESTABLISHED OR CONSTRUCTION TO ACCOMMODATE THAT USE HAS BEGUN AND IS BEING DILIGENTLY PURSUED. A ONE-YEAR EXTENSION MAY BE GRANTED BY THE PLANNING COMMISSION IF REQUESTED PRIOR TO THE EXPIRATION DATE OF THE CONDITIONAL USE PERMIT.

5. GOVERNING DOCUMENTS:

ALL CITY OF FERNLEY MUNICIPAL CODE OR DEVELOPMENT CODE REFERENCES HEREIN PERTAIN TO THE VERSION OF THE CODE ESTABLISHED BY ORDINANCE NUMBER 2020-005, UNLESS OTHERWISE NOTED. THE DEVELOPER MAY SUBSTITUTE REQUIREMENTS ESTABLISHED IN FUTURE CITY OF FERNLEY MUNICIPAL CODE UPDATES, IF APPROVED BY THE ADMINISTRATOR.

THE DEVELOPER SHALL ALSO COMPLY WITH ALL STANDARDS FOUND WITHIN “CITY OF FERNLEY DEPARTMENT OF PUBLIC WORKS DESIGN STANDARDS & REVIEW GUIDELINES” OF MAY 2008, “CITY OF FERNLEY STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION” OF JULY 15, 2008, AND “CITY OF FERNLEY COMPREHENSIVE MASTER PLAN” OF AUGUST 2018.

DESIGN STANDARDS

6. PERIMETER WALL:

IN ACCORDANCE WITH FERNLEY MUNICIPAL CODE SECTION 32.07.280 AND SECTION 32.06.100, THE PERIMETER OF THE FACILITY SHALL BE SCREENED BY A SOLID (OPAQUE) MASONRY WALL. THE WALL SHALL INCORPORATE AT LEAST ONE OF THE FOLLOWING EVERY 50 LINEAR FEET: AT LEAST A TWO-FOOT CHANGE IN PLANE FOR AT LEAST TEN FEET; A MINIMUM 18-INCH RAISED PLANTER FOR AT LEAST TEN FEET; OR USE OF A PILASTER AT 75-FOOT INTERVALS, ON PROPERTY CORNERS, OR AT CHANGES IN WALL PLANES.

THE DEVELOPER MAY CHOOSE TO INCLUDE EXTERIOR BUILDING WALLS AS PART OF THE CONSTRUCTION OF THE MASONRY WALL, PROVIDED ALL EXTERIOR WALLS ARE THE SAME HEIGHT AROUND THE PERIMETER.

Conditions of Approval for CUP23005

CONDITIONAL USE PERMIT

7. LANDSCAPE PHASING:

IN ACCORDANCE WITH FERNLEY MUNICIPAL CODE SECTION 32.09.090, THE MINIMUM PORTION OF THE SITE AREA TO BE LANDSCAPED IS 15%. SHOULD THE PROJECT BE PHASED, THE 15% REQUIREMENT SHALL ONLY APPLY TO THE PORTION OF THE SITE DEVELOPED. ALL OTHER SPECIFIC REQUIREMENTS, AS LISTED IN 32.09.090(D), SHALL BE INSTALLED AS PART OF PHASE 1.

8. PARKING:

IN ACCORDANCE WITH FERNLEY MUNICIPAL CODE SECTION 32.09.120, THE ADMINISTRATOR MAY APPROVE THE USE OF ALTERNATIVE PARKING SPACE REQUIREMENTS BASED ON AN ANALYTICAL STUDY FROM THE INSTITUTE OF TRANSPORTATION ENGINEERS (ITE). ITE RECOMMENDS 1 PARKING SPACE FOR EVERY 10,000 SQUARE FEET OF STORAGE SPACE AND THE CITY OF FERNLEY ADMINISTRATOR APPROVES USING THIS REQUIREMENT INSTEAD OF THE 1 PARKING SPACE PER 2,000 SQUARE FEET LISTED IN FERNLEY MUNICIPAL CODE FOR THE MINI-WAREHOUSE USE.

THE PROPOSED 153,700 SQUARE FEET SHALL HAVE 16 DEDICATED PARKING SPACES. IN NO CASE SHALL PARKING SPACES AVAILABLE FOR RENT TO STORE RVs, AUTOMOBILES, BOATS, TRAILERS, OR OTHER VEHICLES BE COUNTED TOWARD ANY PARKING MINIMUMS.

IF THE DEVELOPER INTENDS TO ALLOW TEMPORARY PARKING WITHIN THE DESIGNATED DRIVE AISLES, ALL FIRE LANES AND FIRE TURNAROUNDS MUST BE CLEARLY DELINEATED AS "NO PARKING" ZONES.

9. CARETAKER RESIDENCE:

IN ACCORDANCE WITH FERNLEY MUNICIPAL CODE SECTION 32.07.280, NO MORE THAN ONE CARETAKER OR GUARD RESIDENCE SHALL BE PROVIDED. IN ACCORDANCE WITH FERNLEY MUNICIPAL CODE SECTION 32.09.120, AT LEAST ONE DEDICATED PARKING SPACE MUST BE PROVIDED FOR THE CARETAKER RESIDENCE. NO OTHER RESIDENCES SHALL BE ALLOWED.

GRADING AND CIVIL PERMIT CONDITIONS

10. GEOTECHNICAL REPORT:

THE DEVELOPER SHALL PROVIDE A FINAL GEOTECHNICAL REPORT FOR THE PROJECT IN CONFORMANCE WITH THE REQUIREMENTS OF THE DEVELOPMENT CODE FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO ISSUE OF GRADING PERMIT OR BUILDING PERMIT FOR ANY PORTION OF THE PROJECT.

11. GRADING PERMIT:

PRIOR TO ISSUE OF A GRADING PERMIT FOR THE DEVELOPMENT, THE DEVELOPER SHALL POST A SURETY BOND FOR REGRADING AND RECLAMATION OF THE SITE. THE DEVELOPER SHALL COMPLY WITH ALL GRADING REQUIREMENTS SET FORTH IN THE CITY OF FERNLEY DEVELOPMENT CODE, AS WELL AS ALL STATE AND FEDERAL REGULATIONS INCLUDING, BUT NOT LIMITED TO, STORM WATER POLLUTION PREVENTION AND AIR QUALITY.

THE DEVELOPER SHALL PROVIDE VERIFICATION OF A STORM WATER DISCHARGE PERMIT FROM THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION AS WELL AS A SURFACE AREA DISTURBANCE PERMIT, PRIOR TO ISSUE OF A GRADING PERMIT. THIS REQUIREMENT IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.

Conditions of Approval for CUP23005

CONDITIONAL USE PERMIT

CONSTRUCTION PHASE

12. CONSTRUCTION DEBRIS:

ALL CONSTRUCTION SITES SHALL HAVE APPROVED TRASH RECEPTACLE(S) OR AN APPROVED TRASH REMOVAL PLAN IN PLACE AT THE TIME OF THE FIRST INSPECTION AND DURING CONSTRUCTION, UNTIL CERTIFICATE OF OCCUPANCY IS ISSUED. THE RECEPTACLE(S) SHALL BE USED APPROPRIATELY TO MAINTAIN A CLEAN WORK SITE.

13. CONSTRUCTION HOURS:

PRIOR TO THE START OF ANY CONSTRUCTION-RELATED ACTIVITY, THE DEVELOPER SHALL INSTALL SIGNS AT ALL ACCESS POINTS TO THE PROJECT THAT CLEARLY INDICATE THE HOURS OF ACTIVITY ON-SITE. THE DEVELOPER SHALL LIMIT ALL CONSTRUCTION-RELATED ACTIVITIES TO BETWEEN THE HOURS OF 7:00 AM AND 7:00 PM, SEVEN DAYS PER WEEK. ONCE CONSTRUCTION IS FINISHED, THE DEVELOPER SHALL REMOVE THESE SIGNS.

14. PROJECT CONTACT:

PRIOR TO ISSUE OF A GRADING PERMIT, THE DEVELOPER SHALL DESIGNATE A PROJECT CONTACT PERSON TO THE ADMINISTRATOR. THE CONTACT PERSON SHALL BE AUTHORIZED TO AND RESPONSIBLE FOR CORRECTING ANY PROJECT-RELATED ISSUES ON A 24-HOUR, 7-DAYS-PER-WEEK BASIS.

BUILDING PERMIT REQUIREMENTS

15. FARM DISTRICT ROAD IMPROVEMENTS:

PRIOR TO ISSUE OF A BUILDING PERMIT FOR ANY PHASE OF THE PROJECT, THE DEVELOPER SHALL DEDICATE 50' OF PROPERTY FROM THE CENTERLINE OF FARM DISTRICT ROAD TO CITY OF FERNLEY AND CONSTRUCT THE MULTI-USE PATH AS DEPICTED IN DIAGRAM 4-5 OF THE COMPREHENSIVE MASTER PLAN ALONG THE LENGTH OF THE NORTHERN PROPERTY BOUNDARY.

PER RECOMMENDATION OF THE TRAFFIC IMPACT STUDY PREPARED BY WESTEX CONSULTING ENGINEERS AND DATED APRIL 15, 2023, THE DEVELOPER SHALL INSTALL A RIGHT TURN DECELERATION LANE FOR EASTBOUND TRAFFIC ON FARM DISTRICT ROAD ENTERING THE PROJECT DRIVEWAY. TRAFFIC LEAVING THE PROJECT DRIVEWAY SHOULD BE CONTROLLED WITH A STOP SIGN. THE STOP SIGN SHALL BE PLACED SOUTH OF THE MULTI-USE PATH, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.

ANY DEVIATION FROM NEVADA DEPARTMENT OF TRANSPORTATION'S (NDOT'S) ACCESS MANAGEMENT AND SYSTEM STANDARDS (AMSS) IS SUBJECT TO THE APPROVAL OF NDOT. ALL ASPECTS OF THIS CONDITION ARE SUBJECT TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

16. TRAFFIC ANALYSIS:

THE TRAFFIC ANALYSIS WAS CONDUCTED ASSUMING A FULL BUILDOUT OF 215,180 SQUARE FEET OF ENCLOSED SELF-STORAGE UNITS, 321 OUTDOOR RV AND BOAT STORAGE UNITS, 3,900 SQUARE FEET OF CONVENIENCE STORE WITH 8 FUELING STATIONS, AND A 10,000 SQUARE FOOT STRIP RETAIL PLAZA. PRIOR TO ISSUE OF ANY BUILDING PERMIT THAT DEVIATES FROM THE ABOVE USES OR EXCEEDS THE UNIT AND/OR SQUARE FOOTAGE ALLOTMENT PER USE, THE DEVELOPER SHALL PROVIDE AN UPDATED TRAFFIC REPORT; THIS REQUIREMENT IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR.

Conditions of Approval for CUP23005

CONDITIONAL USE PERMIT

17. ADDRESSING:

THE DEVELOPER SHALL SUBMIT A REQUEST FOR ADDRESS FORM TO CITY OF FERNLEY ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL. ALL ADDRESSING SHALL BE COMPLETED BY THE CITY PRIOR TO ISSUE OF A BUILDING PERMIT.

18. STORM WATER TREATMENT AND DRAINAGE:

THE DEVELOPER SHALL PROVIDE A FINAL DRAINAGE REPORT FOR THE PROJECT IN CONFORMANCE WITH FERNLEY MUNICIPAL CODE AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER. THE DEVELOPER SHALL UTILIZE STRUCTURAL CONTROLS FOR THE TREATMENT OF STORM WATER RUNOFF, IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES.

PRIOR TO ISSUE OF A BUILDING PERMIT FOR ANY PHASE OF THE PROJECT, DRAINAGE CONVEYANCE FACILITIES AND OTHER IMPROVEMENTS MUST BE CONSTRUCTED AND FUNCTIONAL. DESIGN AND CONSTRUCTION OF ALL DRAINAGE CONVEYANCE FACILITIES IS SUBJECT TO APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

ALL INTERNAL STORM DRAIN INFRASTRUCTURE SHALL BE MAINTAINED BY THE PROPERTY OWNER.

19. WATER RIGHTS:

PRIOR TO ISSUE OF A BUILDING PERMIT FOR ANY PHASE OF THE PROJECT, IN ORDER TO BE SERVED BY THE CITY'S MUNICIPAL WATER SYSTEM, THE DEVELOPER SHALL DEDICATE THE APPROPRIATE AMOUNT OF WATER RIGHTS, AS CALCULATED BY THE CITY ENGINEER. SHOULD THE PROJECT BE CONSTRUCTED IN PHASES, THESE REQUIREMENTS MAY BE CALCULATED ON A PER-PHASE BASIS. FULFILLMENT OF THIS REQUIREMENT IS SUBJECT TO APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR.

20. POSTAL SERVICE:

PRIOR TO ISSUE OF A BUILDING PERMIT FOR EACH PHASE, THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE UNITED STATES POSTAL SERVICE FOR MAIL DELIVERY, MAILBOX DESIGN, AND MAILBOX LOCATION FOR THAT PHASE. THIS REQUIREMENT IS SUBJECT TO APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, FERNLEY POSTMASTER, AND PUBLIC WORKS DIRECTOR.

21. WATER AND SEWER SYSTEM MODELING:

PRIOR TO ISSUE OF A BUILDING PERMIT, THE DEVELOPER SHALL COMPLETE WATER AND SEWER MODELING AND CONSTRUCT ANY IMPROVEMENTS IDENTIFIED AS NECESSARY TO SERVE THE PROJECT IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. THIS REQUIREMENT IS SUBJECT TO APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR.

22. WATER SYSTEM LOOPING:

PRIOR TO ISSUE OF A BUILDING PERMIT, THE DEVELOPER SHALL PROVIDE THE CITY WITH A UTILITY PLAN FOR THE WATER SYSTEM THAT DEMONSTRATES ADEQUATE SYSTEM LOOPING. THE PLAN SHALL BE IN CONFORMANCE WITH THE CITY OF FERNLEY'S MUNICIPAL CODE, NEVADA ADMINISTRATIVE CODE, AND PUBLIC WORKS DESIGN MANUAL. THIS REQUIREMENT IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR.

A PUBLIC WATER MAIN EXTENSION ONTO PRIVATE PROPERTY WILL NOT BE PERMITTED. SERVICES SHALL BE TAPPED OFF OF THE 18-INCH WATER MAIN WITHIN FARM DISTRICT ROAD. THE METER SERVICES SHALL BE LOCATED OUTSIDE OF NDOT RIGHT OF WAY WITHIN A PUBLIC UTILITY EASEMENT.

Conditions of Approval for CUP23005

CONDITIONAL USE PERMIT

23. SANITARY SEWER SYSTEM:

ALL ONSITE SEWER MAINS MUST BE PRIVATELY OWNED AND MAINTAINED BY THE COMMERCIAL OWNERS' ASSOCIATION. THE DEVELOPER SHALL INSTALL A SANITARY SEWER MANHOLE WITHIN 5-FEET OF THE NDOT RIGHT OF WAY. THIS MANHOLE WILL DELINEATE BETWEEN THE PUBLIC AND PRIVATE SEWER SYSTEMS.

24. SANITARY SEWER REPORT:

PRIOR TO ISSUE OF A BUILDING PERMIT, THE DEVELOPER SHALL PROVIDE A FINAL SANITARY SEWER REPORT FOR THE PROJECT IN CONFORMANCE WITH THE FERNLEY MUNICIPAL CODE AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER.

REGULATORY AGENCIES

25. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE MOST RECENT FIRE CODE ADOPTED BY THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT, TO THE APPROVAL OF THE FIRE CHIEF, FIRE MARSHAL, OR DESIGNEE.

26. FEDERAL, STATE, AND LOCAL AGENCIES:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF ANY FEDERAL, STATE, LOCAL AGENCY, DEPARTMENT, OR LICENSED PROFESSIONAL WITH JURISDICTION OVER THE PROJECT INCLUDING, BUT NOT LIMITED TO: BUREAU OF RECLAMATION (BOR), NEVADA DEPARTMENT OF TRANSPORTATION (NDOT), NEVADA DIVISION OF ENVIRONMENTAL PROTECTION (NDEP), NEVADA DIVISION OF WATER RESOURCES (NDWR), NEVADA BUREAU OF WATER POLLUTION CONTROL, NEVADA BUREAU OF SAFE DRINKING WATER, NEVADA STATE ENVIRONMENTAL COMMISSION, TRUCKEE CARSON IRRIGATION DISTRICT (TCID), THE CITY OF FERNLEY BUILDING OFFICIAL, THE CITY OF FERNLEY ENGINEER, CITY OF FERNLEY PLANNING DEPARTMENT, CITY OF FERNLEY PUBLIC WORKS DEPARTMENT, AND THE CITY OF FERNLEY PROFESSIONAL LAND SURVEYOR.

April 15, 2023

Nev Dev LLC
3305 Hwy 50 A
Fernley, NV 89408**Re: Traffic Impact Study for Farm District Road Commercial**
Lyon County APN 021-301-35
0 Farm District Road, Fernley, NV 89408
File No.: 2170.004-B

Dear Mr. McCreary,

WESTEX Consulting Engineers, LLC (Westex) is pleased to present this report containing the results of our Traffic Impact Study at the referenced property.

As discussed in further details in the attached report, the key takeaway items are:

- All Levels of Service (LOS) obtained through HCS 2022 simulations resulted in a LOS of C or higher for the proposed project driveway into 2043. This meets or exceeds the LOS of D recommended by the Transportation Research Board.
- The only roadway improvements recommended are the driveway approaches themselves, any associated deceleration lanes, and any required striping or re-striping due to the new driveway approaches.
- Review of NDOT's AMSS show the need for auxiliary deceleration lanes (both left and right turns). A right turn deceleration lane should be installed for eastbound traffic on Farm District Road entering the project driveway; however, installation of a left turn deceleration lane for westbound traffic entering the project location may need to be postponed until the entire Farm District Road is widened to allow for left turn deceleration lanes in a non-existent center median.
- Traffic leaving the proposed project driveway should be controlled with a stop sign.
- Based on the proposed geometry in Attachment 2, a single egress lane will be sufficient for this project into the 2042 planning horizon.
- Due to the spacing from neighboring parcels, deviation from NDOT's AMSS will be required.

We appreciate your selecting Westex Consulting Engineers to perform this Traffic Impact Study and trust that the results will fulfill project design requirements. If you, any design consultants, or plan reviewers have any questions, please contact me directly at (775) 484-1013 or at chris@westexconsulting.com

Respectfully submitted,
WESTEX Consulting Engineers, LLCChristopher Moltz, P.E.
Senior Project Manager

FARM DISTRICT STORAGE



MASTER PLAN AMENDMENT • ZONING MAP AMENDMENT • CONDITIONAL USE PERMIT

Prepared by:



APRIL 18, 2023

FARM DISTRICT STORAGE

MASTER PLAN AMENDMENT • ZONING MAP AMENDMENT CONDITIONAL USE PERMIT

Prepared for:

Nev Dev, LLC
3305 US Highway 50 East
Fernley, Nevada 89408

Prepared by:

Christy Corporation, Ltd.
1000 Kiley Parkway
Sparks, Nevada 89436
(775) 502-8552

April 18, 2023

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Appendices:

~~City of Fernley Development Application~~
~~Letter of Authorization~~
~~Application Checklists~~
~~Legal Description~~
~~Fiscal Letter~~
~~Tax Receipt~~

Note: City of Fernley Planning Staff omitted some appendices from this packet of information for the sake of brevity; the pertinent information is included within the staff and applicant reports. All submittal documents are available via public records request with the City Clerk if desired.

FARM DISTRICT STORAGE

Introduction

This application includes the following requests:

- A **Comprehensive Master Plan Amendment** to redesignate 26.55± acres from Single Family Residential (SFR) to Commercial (C).
- A **Zoning Map Amendment** to rezone 26.55± acres from SF20 to C2.
- A **Conditional Use Permit** to allow for the establishment of mini-warehouse and boat/RV storage on 20.6± acres in the C2 district.

Project Location

The project site (APN # 021-301-35) consists of 26.55± acres located on the south side of Farm District Road, just west of Desert Lakes Drive and east of Donna Way. A TCID irrigation canal is located along the southern boundary of the parcel. Figure 1 (below) depicts the project location.

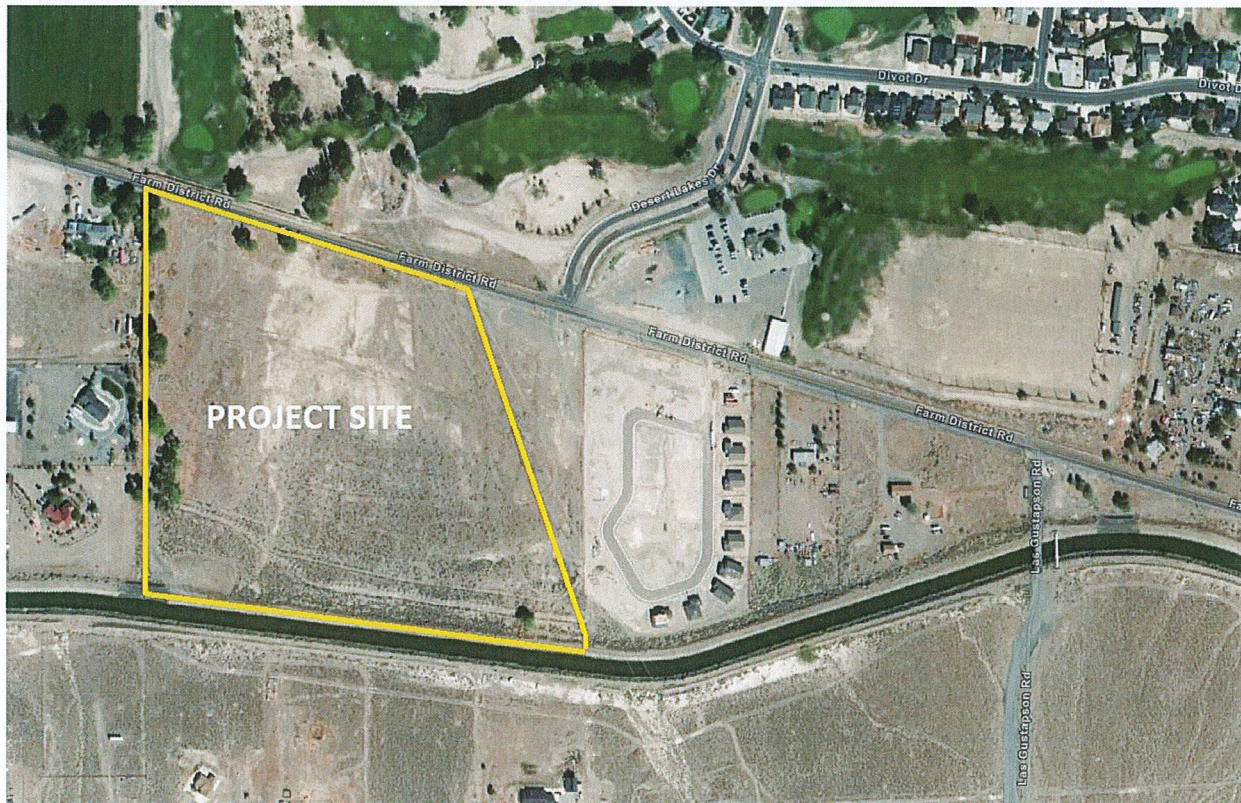


Figure 1 – Vicinity Map

FARM DISTRICT STORAGE

Existing Conditions

The project site is currently vacant and includes gently sloping terrain from south to north. A drainage runs across the site from south to north. Most notably, a high voltage power line is located within a 200-foot easement that parallels the eastern property boundary. The power line is a major transmission line owned and operated by the Los Angeles Department of Water and Power.

Surrounding land uses include the Desert Lakes subdivision and golf course to the north, large lot single family to the west, vacant land and developing subdivision to the east, and a TCID irrigation canal to the south. Large lot single family exists further to the south on the other side of the canal.

Figure 2 (below) depicts the existing onsite conditions.

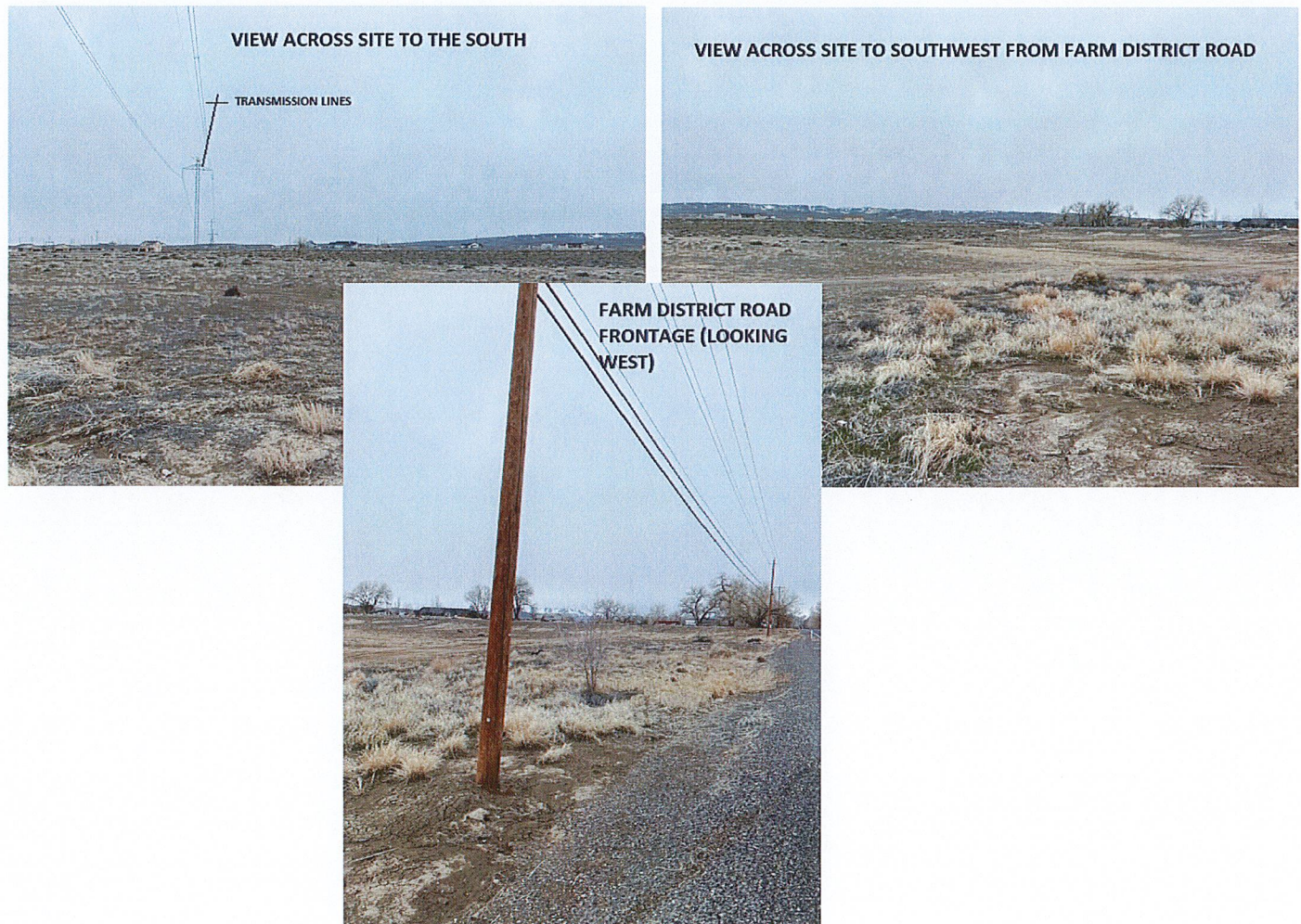


Figure 2 – Existing Conditions

FARM DISTRICT STORAGE

Project Requests

This application includes three individual requests to the City of Fernley. The first two requests are land use amendments, including an amendment to the Comprehensive Master Plan and a zoning map amendment. These amendment requests will establish commercial designations for the site. With the establishment of commercial land use, a Conditional Use Permit (CUP) is requested to allow for a new mini-warehouse use and boat/RV storage to be developed on 20.6± acres located at the southern portion of the existing parcel.

Each of the requests included with this application is detailed below:

- **Comprehensive Master Plan Amendment**

Currently, the 26.55± acres site is designated as Single-Family Residential (SFR) in the City of Fernley Comprehensive Master Plan. This application requests to amend the Master Plan land use to Commercial (C). The C designation will allow for the requested C2 zoning (detailed in following section). Figure 3 (below) depicts the existing and proposed Master Plan designations for the project site.

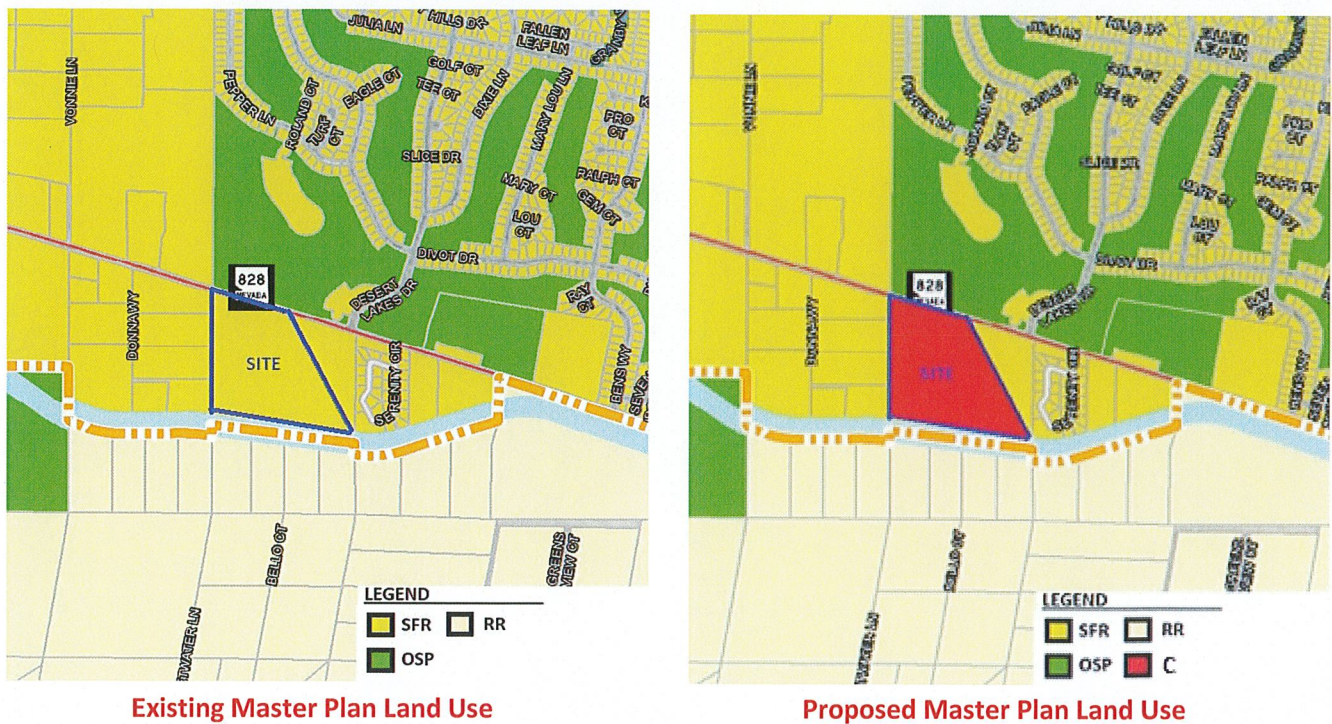


Figure 3 – Existing/Proposed Master Plan Designations

FARM DISTRICT STORAGE

- Zoning Map Amendment

With the establishment of Commercial Master Plan land use, it is proposed to rezone the project site from SF20 to C2. As described in the following sections of this report, C2 zoning will allow for a new mini-warehouse/boat and RV storage facility, along with future neighborhood serving-commercial uses along Farm District Road. Figure 4 (below) depicts the existing and proposed site zoning.

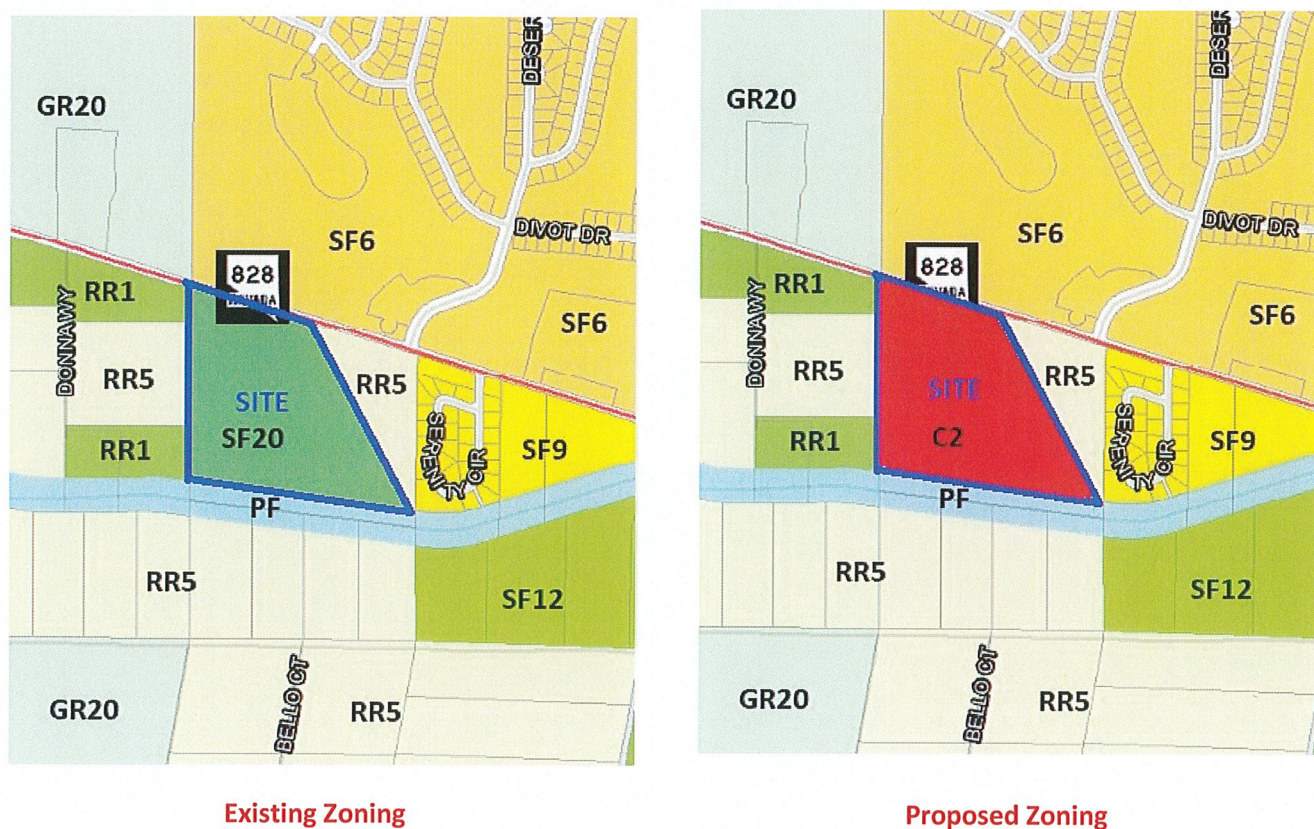


Figure 4 – Existing/Proposed Zoning

FARM DISTRICT STORAGE

- **Conditional Use Permit**

The third and final request included with this application is a Conditional Use Permit (CUP) to allow for the development of a new mini-warehouse/boat and RV storage use to be located at the southern portion of the existing parcel. This self-storage use is proposed to encompass 20.6± acres and will include 250,000± square feet of indoor storage that will be divided into individual units of varying sizes. The is located on the western portion of the site. The east side will include outdoor boat and RV storage consisting of 200± spaces in total.

The self-storage use will include a 6-foot solid fence around its perimeter with a landscape screen surrounding the site. The facility will include gated security access at the north side which will allow patrons to access the facility with a preassigned access code. Security cameras will be located at the entrance as well as throughout the facility providing 24-hour security monitoring/surveillance. The facility will be fully automated. Thus, no office or caretaker's quarters are proposed.

The indoor storage buildings will be similar to other storage uses in the City of Fernley and will be constructed of metal. All of the buildings will be single story and accessed via roll-up doors that face internal access aisles. As noted, the indoor storage is located at the western portion of the site with the remainder of the site dedicated to boat and RV storage. However, it should be noted that if demand for indoor units warrants, a phased approach to expansion may occur. This would result in the conversion of boat/RV spaces to indoor units. If this should occur in the future, new buildings will match/complement the indoor units included in the initial project phase.

Figure 5 (below) depicts typical building elevations of the indoor units as well as a typical gated entry, while Figure 6 (following page) depicts the preliminary site plan for the storage use, including the proposed landscape screen/buffer at the perimeter of the site. The following section of this report analyzes potential impacts from the project and addresses the remaining commercial pads proposed along Farm District Road.



Figure 5 – Typical Storage Elevations

FARM DISTRICT STORAGE



Note: Pad site layout (north side of parcel) is conceptual and subject to change.

Figure 6 – Preliminary Site Plan

Project Rationale

- **Master Plan and Zoning Map Amendments**

The area surrounding the project site is predominantly residential in nature and lacks commercial services. As a result, residents of the area are forced to drive a significant distance into town for everyday goods and services. Establishment of the commercial land use and zoning designations will allow for future neighborhood-serving commercial uses that provide everyday needs and services for the surrounding communities. Envisioned uses include personal services (i.e. salons, medical/dental offices, dry cleaners, etc.) along with low impact commercial uses such as coffee shops, delis, and small scale retail operations. These are logical uses for the site and are in scale with the size of the parcel and the surrounding area. With 5.95± acres (excludes proposed self-storage and includes detention area), the project site cannot accommodate intense commercial uses such as big box centers. Thus, smaller, neighborhood-serving uses are envisioned, as conceptualized in Figure 6.

The transmission line located on the east side of the site limits residential development at the site and makes it far less appealing for residential use. The power line is a major transmission line. In fact, when standing at the project site, noticeable cracking, popping, and buzzing can be heard coming from the lines. With increasing health concerns related to electromagnetic fields, locating homes near this transmission corridor is not advised. Instead, the proposed commercial uses are more appropriate and less impacted by the aesthetics of the power lines. From a health perspective, commercial use will not result in large amounts of people congregating under or near the power lines. Unlike residential use, those at a commercial facility spend far less time at the site than those that could potentially live there, significantly reducing the exposure to electromagnetic fields. Also, the majority of the site is proposed for self-storage which will result in a very limited number of people being at the site at any given time.

Establishing commercial use is appropriate given the low intensity of proposed and potential uses. This area of the City lacks commercial services, and the proposed Master Plan and zoning designations will provide for a more balanced land use plan in the area. Locating commercial services in proximity to residential areas can also reduce overall vehicle trips in and out of the area.

As demonstrated with the included self-storage CUP, future commercial uses can be designed to ensure that they properly relate to the surrounding environment/uses. The site itself includes some built-in buffers including the 200-foot transmission line easement on the east and the TCID canal on the south. Although property to the north is zoned residential, it is developed as part of the Desert Lake Golf Course. Thus, no impact to residential uses to the north will occur with future development. Screening and buffering can be included and/or conditioned with future commercial uses on the north side of the parcel to ensure that any and all potential impacts to residential uses to the west are fully mitigated. The CUP included with this application provides for buffering on the western boundary to ensure proper land use relationships.

FARM DISTRICT STORAGE

- **Conditional Use Permit**

Market analysis shows an increasing demand for self-storage uses in the area. As the City of Fernley continues to grow (and is expected into the future), demand for self-storage use will continue to increase. Currently, there are no storage uses located in this area of the City. Farm District Storage is well situated to serve the residents of the surrounding area and is conveniently located to thousands of residential units.

A key consideration of storage use is its low intensity character. The project is not anticipated to generate large amounts of noise or activity. In fact, the project will generate far less traffic than a residential development of comparable size/area. As part of this CUP process, a traffic impact analysis was completed by Westex Consulting Engineers. The traffic analysis estimates that Farm District Storage will generate approximately 7 am and 7 pm peak hour trips. With such low trip generation, no noticeable impacts to the surrounding roadways are anticipated.

Lighting will be limited to building mounted security lights and minimal freestanding lighting needed to ensure the effectiveness of nighttime security cameras. All lighting will be shielded to ensure that spill-over and glare do not occur beyond the property lines. Security cameras will be included throughout the facility and will include 24-hour remote monitoring. Not only does this provide security for the facility, but it enhances security for the surrounding area. For example, cameras at the project entry and along the perimeter of the facility can also capture any suspicious activity that occurs in the general area. Of course, all cameras will be placed to ensure that privacy impacts do not occur to any existing parcels that adjoin the site.

In terms of infrastructure demands, storage use has very few impacts. In fact, with no office or caretaker's quarters, sewer generation from the site is zero. Although not proposed at this time, the applicant may wish to install a RV sanitary dump in the future if demand arises. Even if this occurs, sewer generation will be minimal as the RV station has limited use and generates far less waste than a residence or commercial/industrial operation. Water demands are limited to the proposed drought tolerant landscaping that will utilize an automatic drip irrigation system along with minimal hose spickets and the potential for an RV dump station.

As mandated by the Fernley Development Code, no additional runoff will be created with the development of Farm District Storage. Onsite detention will be provided to ensure compliance with this standard. Westex Engineering Consultants has developed preliminary grading, drainage, and utility plans for the site, including the identification of the onsite detention basin. Additionally, a preliminary drainage study and sewer report is attached.

FARM DISTRICT STORAGE

In summary, Farm District Storage is a very low intensity commercial use that will provide a needed service in the area while properly relating to the surrounding environment and uses. All potential project impacts have been mitigated through the project design, implementation of buffering/screening, and project amenities such as lighting, fencing, and security monitoring. Given the site characteristics, including limitations on residential development from the power lines, the proposed storage use is ideally situated.

Fernley Comprehensive Master Plan

The City of Fernley Comprehensive Master Plan includes numerous goals and policies related to land use, transportation, infrastructure and services, etc. Farm District Storage and the requested land use amendments are consistent with or support the following Master Plan policies. As the other commercial portions of the project develop, even more policies can/will be implemented with site-specific projects/uses.

HP.1.9 Ensure that applications to amend the Comprehensive Master Plan include an analysis of the impact the proposed amendment will have on the projected population and any corresponding impact on demand for public services and facilities.

C.1.4.3 Encourage new public and private development to use water conservation landscaping and fixtures.

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

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

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

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

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

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

FARM DISTRICT STORAGE

LU.1.3 Provide a balanced distribution of employment and population.

LU.1.3.1 Encourage land uses and development, which maintains a balance of population, housing, and employment.

LU.1.3.2 Maintain adequate supplies of developable land for both residential and commercial land uses.

LU.1.4 Ensure existing and future land uses are compatible.

LU.1.4.2 Projects shall be evaluated with the intent to promote land use compatibility; community design measures can increase compatibility among adjoining land uses.

LU.1.4.6 Review all projects in relation to their geographic location, impacts to adjacent communities, fiscal impact and mitigation measures to protect natural and cultural resources. Apply specific conditions of approval tailored for each development proposal.

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

LU.1.6 Create a growth pattern that assures flexible, feasible and efficient projects.

LU.1.6.1 Support for developmental approval of projects that provide an appropriate balance of population.

LU.1.6.2 The land use designations include minimum service standards that shall apply to proposed developments and land use changes.

LU.1.7.4 All outdoor storage shall be visually screened from view from an adjoining public or private street.

LU.1.12 It is the intent of the City of Fernley to provide timely, orderly, and efficient arrangement of adequate public facilities and infrastructure that support existing and planned land use patterns and densities.

LU.1.12.1 Subdivision or intensification of land without adequate public facilities available to serve the new development as it occurs shall not be allowed.

LU.1.12.4 The City, land owner(s), and/or future developer(s) shall develop Area Plans for the Future Development Areas to efficiently plan for adequate public facilities and infrastructure to support future development of these areas.

FARM DISTRICT STORAGE

T.1.1.6 Require all new development to be consistent with the access right-of-way dedication and improvement standards as specified in the Public Works Design Manual and pursuant to the functional classification as defined in this chapter.

T.1.3.4 Require proposed new development that intends to connect with an NDOT roadway to incorporate the NDOT Access Management System and Standards into the project design. These standards regulate access onto the roadway network in order to protect health, safety and welfare of the public, maintain the rights-of-way, and to preserve the functional classification level of the roadway network while meeting the needs of the motoring public. The access management standards address the location, spacing and frequency of access points on the roadway network.

PSF.1.1.4 Areas planned for urban or suburban development (residential densities of one or more dwelling units per acre or comparable non-residential development will be served by a community water supply system consistent with adopted policies in the Land Use Chapter of the Fernley Comprehensive Master Plan.

PSF.1.4 Reduce water demand through xeriscape project landscaping, reclamation and reuse of treated wastewater for golf courses, medians, parkways and other appropriate application uses.

PSF.3.2 Ensure major utility lines, such as electric transmission or high pressure gas, are compatible with existing and future development.

PSF.3.2.1 Require that any new major utility lines be placed within existing transmission line corridors or in new corridors defined through a public planning process.

PSF.3.3 Ensure appropriate levels of public services and facilities are continually provided.

PSF.3.3.1 Coordinate the provision of public services with growth and development in Fernley.

FARM DISTRICT STORAGE

Request Findings

The City of Fernley Municipal Code includes findings that must be made by the Planning Commission and City Council to approve MPA, ZMA, and CUP requests. These findings are listed below and addressed in **bold face** type.

- **Comprehensive Master Plan Amendment**

In order to adopt an amendment to the Master Plan, the Planning Commission shall find that a change is justified based on the following:

- a. The Master Plan amendment would implement the goals listed within the City of Fernley Master Plan as listed in the staff report.

A comprehensive Master Plan policy analysis is included in the previous section of this report and demonstrates that Farm District Storage and the requested amendments support and/or implement numerous Master Plan goals and policies. Given the site characteristics, location, and market demands, commercial land use and self-storage are highly logical.

- b. The master plan amendment would be compatible with surrounding land uses.

As analyzed in the Project Rationale section of this report, establishment of commercial use in the area will help to provide a more balanced land use plan and sets the stage for neighborhood-serving commercial uses that are in demand from the surrounding neighborhoods. The balanced approach to land use is supported by Master Plan goals and policies, as outlined in the previous section of this report.

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

Hearings before the Fernley Planning Commission and City Council to consider the MPA (and other entitlement requests) will be conducted in accordance with Municipal Code and NRS requirements, including notice to all property owners within 750 feet of the project site.

FARM DISTRICT STORAGE

- **Zoning Map Amendment**

A zoning map amendment is committed to the City Council's legislative discretion. The zoning map amendment be approved if it is:

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

The requested zone change will provide for needed neighborhood-serving commercial uses in the area, including the proposed Farm District Storage. The requested C2 zoning directly conforms to the requested Commercial Master Plan designation as well.

- b. Consistent with the surrounding land uses.

As demonstrated with the Farm District Storage, commercial use can be designed to be low impact and properly related to adjoining uses. Furthermore, the limited site area of the remaining commercial pads along Farm District Road ensure that smaller scale neighborhood-serving uses will be developed in the future. At that time, site-specific mitigation measures can be incorporated as needed. Another consideration is that commercial use is more appropriate near the high voltage transmission line than residential use which would locate people near electromagnetic fields for long durations of time.

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

Hearings before the Fernley Planning Commission and City Council to consider the ZMA (and other entitlement requests) will be conducted in accordance with Municipal Code and NRS requirements, including notice to all property owners within 750 feet of the project site.

- **Conditional Use Permit**

Section 32.03.040(b)(6) of the Fernley Municipal Code establishes findings for CUP requests. Like the MPA and ZMA requests addressed previously, these findings are listed below and addressed in **bold face** type.

- a. The approving agency must make findings that the proposed conditional use will be in compliance with the master plan;

In order to ensure full compliance with City of Fernley Master Plan policies and goals as well as Development Code requirements, a request for a Master Plan Amendment accompanies this CUP request. Justification and rationale for the MPA is previously outlined in this report.

FARM DISTRICT STORAGE

- b. The conditional use will be compatible with the existing or permitted uses of adjacent properties;

As detailed previously in this report, the proposed self-storage use is of low intensity and will be complementary to surrounding uses. All potential impacts are properly mitigated through careful site planning, buffering/screening, security measures, and lighting placement/type.

- c. The potential impairment of natural resources and the total population which the available natural resources will support without unreasonable impairment;

No impairment of natural resources will occur as a result of this request/proposal.

- d. The availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities;

Not applicable.

- e. The conditional use permits impacts have been conditioned to address identified impacts; and

Self-storage is a low impact use that will generate minimal vehicle trips. Activity at the site will be minimal in comparison with other commercial use types and is not expected to generate negative impacts on the surrounding area.

- f. Public notice has been given and a public hearing held per the requirements of the development code and the Nevada Revised Statutes.

Hearings before the Fernley Planning Commission and City Council to consider the CUP (and other entitlement requests) will be conducted in accordance with Municipal Code and NRS requirements, including notice to all property owners within 750 feet of the project site.

APPENDICES



April 18, 2023

City of Fernley
Attn: Planning Department
595 Silver Lace Boulevard
Fernley, Nevada 89408

RE: Farm District Storage – Fiscal Considerations

To Whom it May Concern;

The Farm District Storage Master Plan and Zoning Map Amendment requests would establish commercial land use at the 26.55± acre project site located on the south side of Farm District Road, just west of Desert Lakes Drive. Currently, the subject property is zoned SF20. Under the current zoning, the property could be developed with 57 single family homes. Although new residential development typically results in an initial positive fiscal impact to the City, the long term impact of a small-scale lower density residential subdivision tends to result in a negative fiscal impact over a 20 to 30 year timeframe. As residential properties depreciate from an assessment perspective, tax revenues to the City are reduced while the cost of to provide services such as police and fire protection, roadway maintenance, etc. increase, resulting in a negative long-term fiscal impact. While this may not be the case for multifamily and higher density single family uses, it generally is for more rural or small scale projects as they simply do not have the “masses” to offset the long term fiscal impacts.

Unlike residential use, commercial development generates additional revenue for the City that results in long term fiscal benefits. In fact, having a mix of nonresidential land uses largely offsets the long-term losses associated with residential uses, resulting in a fiscal balance within the City. With the proposed C2 zoning, the site is anticipated to include a mix of small scale retail and office uses in addition to the proposed self-storage. This results in increased property tax revenue, as well as sales tax revenue, etc. This will far exceed the revenue generated from a residential project constructed under the limitations of the current SF20 zoning.

Upon conversion to C2, the site will be reassessed resulting in immediate positive fiscal impact to the City from a property tax perspective. The Farm District Storage will generate additional tax revenue that currently does not exist and will more than offset any increase in demand for services. With the future development of the commercial pads, increases in employment opportunities, sales tax revenue, and further reassessment of the parcels is anticipated, all of which will have a positive fiscal impact to the City.

While it is not possible to complete a detailed fiscal analysis at this point based on the unknown make-up of the future commercial pads, conversion of the site from SF20 to C2 will have immediate benefit to the City of Fernley. Given the small size of the site, it is not anticipated that a more detailed study is needed. However, an updated fiscal impact analysis can be conditioned with the requested CUP to address any future commercial uses at the site, further ensuring that any new development results in a positive impact to the City of Fernley.

Please do not hesitate to contact me at mike@christynv.com or (775) 250-3455 with any questions or concerns. We look forward to working with City of Fernley staff as the project moves forward in the review process.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Railey', is positioned above the printed name and title.

Mike Railey
Planning Manager

cc: NevDev, LLC



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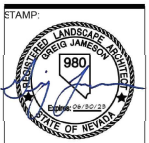


228 S. Rock Blvd. Ste 12
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FARM DISTRICT COMMERCIAL
OVERALL LANDSCAPE PLAN

DRAFTED:	REVIEWED:
GSJ	GSJ
J & A JOB NUMBER:	
21-024-08	

PLAN SET:
FOR REVIEW ONLY



PLAN DATE:	04/14/2023
REVISIONS:	
#	DATE

SCALE:
SHEET:

L1
of 1

PRELIMINARY LANDSCAPE LEGEND:

	UNDISTURBED SITE AREA
	ORNAMENTAL LANDSCAPE AREAS

REQUIRED LANDSCAPE INFORMATION:

Zoning: Commercial (C1)
Total Site Area: 20.54 acres (1,156,368 SF)
Undisturbed TCD Easement area: 6.23 acres (271,178 SF)
Total disturbed site area: 20.31 acres (884,470 SF)
Total Landscape Area Provided: 3.41 Acres (148,656 SF)

North

SCALE: N.T.S.



OVERALL SITE PLAN