



N E V A D A

AGENDA  
Regular Meeting  
City Council

Wednesday, December 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

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

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**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](http://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](mailto: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](mailto: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](http://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) Possible action regarding a surveying contract with DOWL, LLC to set per-item rates for reviews of planning applications with a map component.**
- 2.5. Possible action to approve a contract with F.W. Carson Construction for the Villa Park Water and Sewer Replacement Project in the amount not to exceed \$2,988,447.10 with a 3% contingency of \$89,660.00 for a total amount of \$3,078,107.10.**
- 2.6. Possible action to approve: a letter to the Nevada Department of Emergency Management certifying that the 2022 Emergency Operations Plan was reviewed by City staff; a Cybersecurity Incident Response Plan; and the Vulnerability Assessment and Emergency Response Plan.**

## **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. ORDINANCES**

- 5.1. (For Possible Action) Introduction and First Reading of Bill #342, an Ordinance establishing a Development Agreement (DA22001) between the developer (Mark IV Capital) and the City of Fernley in association with Phase 1 of the Victory Logistics District Planned Development relating to improvements of utilities, public services, and other related items.**

## **6. STAFF REPORTS**

- 6.1. (For possible action) Approval of the Mayor's appointments to various Boards and Committees.**
- 6.2. Possible action to consider canceling the January 3rd City Council meeting.**

## **7. RESOLUTIONS**

- 7.1. For Possible Action: To approve a resolution to adopt the Regional Hazard Mitigation Plan for FEMA approval as prepared by Lyon County in coordination with the City of Fernley and other regional jurisdictions.**

## **8. PUBLIC HEARINGS**

**8.1. (For Possible Action) Second Reading and Adoption of Bill # 341, amending Section 2.02.07 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.**

**9. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS**

**9.1. Possible action to request a future agenda item to compare our water rates with other surrounding cities water rates. (Councilwoman McKay)**

**10. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS**

**11. PUBLIC FORUM**

**12. ADJOURNMENT**

**Next Meeting: January 3rd at 5pm**

## Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {&lt;&gt;} 2201

| Vendor                                  | Vendor Name                             | Invoice Number | Description                            | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title |                                | GL Period |
|-----------------------------------------|-----------------------------------------|----------------|----------------------------------------|--------------|----------------|------------|----------------------|--------------------------------|-----------|
| A & A MOBILE LOCK & KEY, LLC            |                                         |                |                                        |              |                |            |                      |                                |           |
| 2050                                    | A & A MOBILE LOCK & KEY, LLC            | 11135          | lock repair at well 9A and well 14     | 11/30/2023   | 192.00         | 12/07/2023 | 510-810-430          | Repairs & Maintenance          | 1123      |
| Total 2050:                             |                                         |                |                                        |              | 192.00         |            |                      |                                |           |
| AIT ADVANCED INTERPRETING & TRANSLATION |                                         |                |                                        |              |                |            |                      |                                |           |
| 8498                                    | AIT ADVANCED INTERPRETING & TRANSLATION | 2023010B       | Spanish Interpreter Oscar Castillo     | 10/18/2023   | 320.00         | 12/07/2023 | 100-425-330          | PROF SERV-INTERPRETER          | 1023      |
| 8498                                    | AIT ADVANCED INTERPRETING & TRANSLATION | 2023010C       | Spanish Rolando Torres-Cordero         | 10/23/2023   | 160.00         | 12/07/2023 | 100-425-330          | PROF SERV-INTERPRETER          | 1023      |
| 8498                                    | AIT ADVANCED INTERPRETING & TRANSLATION | 2023010D       | Spanish Isidro Arriaga-Martinez        | 10/30/2023   | 160.00         | 12/07/2023 | 100-425-330          | PROF SERV-INTERPRETER          | 1023      |
| 8498                                    | AIT ADVANCED INTERPRETING & TRANSLATION | 2023011A       | Spanish Arturo Rodarte-Robles          | 11/09/2023   | 160.00         | 12/07/2023 | 100-425-330          | PROF SERV-INTERPRETER          | 1123      |
| 8498                                    | AIT ADVANCED INTERPRETING & TRANSLATION | 2023011B       | Spanish Felipe Quezada-Rodriguez       | 11/20/2023   | 160.00         | 12/07/2023 | 100-425-330          | PROF SERV-INTERPRETER          | 1123      |
| Total 8498:                             |                                         |                |                                        |              | 960.00         |            |                      |                                |           |
| AQUA BACKFLOW, INC                      |                                         |                |                                        |              |                |            |                      |                                |           |
| 8934                                    | AQUA BACKFLOW, INC                      | 2023-0176-1    | Program Management                     | 07/11/2023   | 229.50         | 12/07/2023 | 510-810-320          | Prof Serv-Engineering          | 723       |
| 8934                                    | AQUA BACKFLOW, INC                      | 2023-0321      | Program Management                     | 12/05/2023   | 266.00         |            | 510-810-320          | Prof Serv-Engineering          | 1223      |
| Total 8934:                             |                                         |                |                                        |              | 495.50         |            |                      |                                |           |
| ARAMARK                                 |                                         |                |                                        |              |                |            |                      |                                |           |
| 1895                                    | ARAMARK                                 | 25965347       | shop jackets                           | 11/18/2023   | 62.97          | 12/07/2023 | 100-480-600          | GENERAL SUPPLIES/TOOLS         | 1123      |
| 1895                                    | ARAMARK                                 | 598000755      | pants service                          | 09/19/2023   | 295.72-        |            | 510-810-614          | Supplies-Plant/Shop/Maint      | 923       |
| 1895                                    | ARAMARK                                 | 5980152433     | pants service                          | 11/27/2023   | 56.83          | 12/07/2023 | 510-810-614          | Supplies-Plant/Shop/Maint      | 1123      |
| 1895                                    | ARAMARK                                 | 5980152438     | shirt contract                         | 11/27/2023   | 47.44          | 12/07/2023 | 100-480-600          | GENERAL SUPPLIES/TOOLS         | 1123      |
| 1895                                    | ARAMARK                                 | 5980153539     | mats                                   | 11/30/2023   | 187.82         | 12/07/2023 | 100-417-420          | Contract Services              | 1123      |
| 1895                                    | ARAMARK                                 | 5980153541     | shop mat service                       | 11/30/2023   | 97.26          | 12/07/2023 | 100-575-614          | Supplies-Plant/Shop/Maint      | 1123      |
| 1895                                    | ARAMARK                                 | 5980153543     | PS rags and rugs                       | 11/30/2023   | 116.77         | 12/07/2023 | 510-840-420          | Contract Services              | 1123      |
| 1895                                    | ARAMARK                                 | 5980154365     | pants service                          | 12/04/2023   | 56.83          |            | 510-810-614          | Supplies-Plant/Shop/Maint      | 1223      |
| 1895                                    | ARAMARK                                 | 5980154371     | shirt contract                         | 12/04/2023   | 47.44          | 12/07/2023 | 100-480-600          | GENERAL SUPPLIES/TOOLS         | 1223      |
| 1895                                    | ARAMARK                                 | 5980154372     | uniforms                               | 12/04/2023   | 43.90          | 12/07/2023 | 100-475-616          | Supplies-Safety                | 1223      |
| Total 1895:                             |                                         |                |                                        |              | 421.54         |            |                      |                                |           |
| AT&T                                    |                                         |                |                                        |              |                |            |                      |                                |           |
| 13                                      | AT&T                                    | 53740 DEC 23   | 775 575-5455 374 0                     | 11/26/2023   | 417.66         | 12/20/2023 | 100-417-530          | Communications (Internet,Cell) | 1123      |
| 13                                      | AT&T                                    | 98670 DEC 23   | 775-786-2229 867 0 NOV 20- DEC 19 2023 | 11/20/2023   | 1,440.00       | 12/14/2023 | 100-417-530          | Communications (Internet,Cell) | 1123      |

| Vendor                                | Vendor Name                | Invoice Number | Description                               | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                       | GL Period |
|---------------------------------------|----------------------------|----------------|-------------------------------------------|--------------|----------------|------------|--------------------------------------------|-----------|
| Total 13:                             |                            |                |                                           |              | 1,857.66       |            |                                            |           |
| <b>AUTO &amp; TRUCK ELECTRIC, INC</b> |                            |                |                                           |              |                |            |                                            |           |
| 8868                                  | AUTO & TRUCK ELECTRIC, INC | 45402          | BATTERY                                   | 12/06/2023   | 155.00         | 12/07/2023 | 510-810-610 Automotive Supplies            | 1223      |
| 8868                                  | AUTO & TRUCK ELECTRIC, INC | 45402          | BATTERY                                   | 12/06/2023   | 155.00         | 12/07/2023 | 520-810-610 Supplies-Automotive            | 1223      |
| 8868                                  | AUTO & TRUCK ELECTRIC, INC | 45402          | batteries for W/W AND STREETS WATER TRUCK | 12/06/2023   | 330.00         | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 1223      |
| Total 8868:                           |                            |                |                                           |              | 640.00         |            |                                            |           |
| <b>AUTOZONE STORES LLC</b>            |                            |                |                                           |              |                |            |                                            |           |
| 4473                                  | AUTOZONE STORES LLC        | 3742981076     | work light for sweeper                    | 11/29/2023   | 31.34          | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 1123      |
| 4473                                  | AUTOZONE STORES LLC        | 3742981603     | parts for sign                            | 11/30/2023   | 74.62          | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 1123      |
| Total 4473:                           |                            |                |                                           |              | 105.96         |            |                                            |           |
| <b>AXON ENTERPRISE, INC</b>           |                            |                |                                           |              |                |            |                                            |           |
| 8967                                  | AXON ENTERPRISE, INC       | INUS061703     | Axon Body Camera                          | 12/05/2023   | 1,394.88       | 12/07/2023 | 100-425-600 General Supplies               | 1223      |
| Total 8967:                           |                            |                |                                           |              | 1,394.88       |            |                                            |           |
| <b>BIG R OF FERNLEY</b>               |                            |                |                                           |              |                |            |                                            |           |
| 20                                    | BIG R OF FERNLEY           | 18216/5        | anti-freeze fasteners                     | 11/28/2023   | 11.18          | 12/07/2023 | 100-575-610 Automotive Supplies            | 1123      |
| 20                                    | BIG R OF FERNLEY           | 18226/55       | keys                                      | 11/29/2023   | 7.96           | 12/07/2023 | 100-575-612 Building Maintenance Supplies  | 1123      |
| 20                                    | BIG R OF FERNLEY           | 18227/5        | propane                                   | 11/29/2023   | 190.61         | 12/07/2023 | 100-575-623 Propane                        | 1123      |
| 20                                    | BIG R OF FERNLEY           | 18228/5        | gorilla glue and ties                     | 11/29/2023   | 20.49          | 12/07/2023 | 100-575-612 Building Maintenance Supplies  | 1123      |
| 20                                    | BIG R OF FERNLEY           | 18229/5        | misc vehicle                              | 11/29/2023   | 44.30          | 12/07/2023 | 100-475-610 Automotive Supplies            | 1123      |
| 20                                    | BIG R OF FERNLEY           | 18234/5        | chain oil spotlight Misc.                 | 11/29/2023   | 85.42          | 12/07/2023 | 100-475-614 Supplies-Plant/Shop/Maint      | 1123      |
| 20                                    | BIG R OF FERNLEY           | 18257/5        | zip tie                                   | 12/04/2023   | 9.80           | 12/07/2023 | 100-575-600 General Supplies               | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18261/5        | bolts and epoxy                           | 12/04/2023   | 30.32          | 12/07/2023 | 100-529-600 General Supplies               | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18265/5        | fuel, paint                               | 12/05/2023   | 19.56          | 12/07/2023 | 100-575-600 General Supplies               | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18267/5        | quikrete                                  | 12/05/2023   | 19.98          | 12/07/2023 | 100-575-600 General Supplies               | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18273/5        | parts for water truck                     | 12/06/2023   | 55.78          | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18278/5        | parts for water truck                     | 12/06/2023   | 38.97          | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18279/5        | more parts for water truck                | 12/06/2023   | 31.98          | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18284/5        | latches                                   | 12/06/2023   | 24.56          | 12/07/2023 | 100-575-612 Building Maintenance Supplies  | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18307/5        | fasteners brushes                         | 12/08/2023   | 22.02          |            | 100-575-600 General Supplies               | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18320/5        | heat lamp                                 | 12/11/2023   | 27.98          |            | 520-810-600 General Supplies               | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18321/5        | mix gas                                   | 12/11/2023   | 29.97          |            | 100-575-600 General Supplies               | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18322/5        | tarp                                      | 12/11/2023   | 48.99          |            | 100-528-600 General Supplies               | 1223      |
| 20                                    | BIG R OF FERNLEY           | 18323/5        | propane                                   | 12/11/2023   | 323.19         |            | 100-475-623 Propane                        | 1223      |
| Total 20:                             |                            |                |                                           |              | 1,043.06       |            |                                            |           |

| Vendor                               | Vendor Name                          | Invoice Number | Description                                          | Invoice Date | Invoice Amount | Date Paid   | GL Account and Title                      | GL Period |
|--------------------------------------|--------------------------------------|----------------|------------------------------------------------------|--------------|----------------|-------------|-------------------------------------------|-----------|
| BLUE BEACON INTERNATIONAL            |                                      |                |                                                      |              |                |             |                                           |           |
| 200                                  | BLUE BEACON INTERNATIONAL            | 4309496        | VacCon Washed                                        | 11/30/2023   | 73.80          | 520-810-610 | Supplies-Automotive                       | 1123      |
| Total 200:                           |                                      |                |                                                      |              | 73.80          |             |                                           |           |
| BOB'S PRINTING AND SIGNAGE           |                                      |                |                                                      |              |                |             |                                           |           |
| 6970                                 | BOB'S PRINTING AND SIGNAGE           | 92723-1        | Pre-Trial Service Forms                              | 10/17/2023   | 232.00         | 12/07/2023  | 100-425-341 Pretrial Services Program     | 1023      |
| 6970                                 | BOB'S PRINTING AND SIGNAGE           | 92723-2        | Business cards D. Lynch                              | 10/10/2023   | 110.00         | 12/07/2023  | 100-425-550 Printing and Postage          | 1023      |
| Total 6970:                          |                                      |                |                                                      |              | 342.00         |             |                                           |           |
| BRADY INDUSTRIES OF NEVADA LLC       |                                      |                |                                                      |              |                |             |                                           |           |
| 8837                                 | BRADY INDUSTRIES OF NEVADA LLC       | 8483289        | cleaning supplies                                    | 11/30/2023   | 453.65         | 12/07/2023  | 100-575-600 General Supplies              | 1123      |
| 8837                                 | BRADY INDUSTRIES OF NEVADA LLC       | 8501049        | cups                                                 | 12/08/2023   | 215.21         |             | 100-417-612 Building Maintenance Supplies | 1223      |
| Total 8837:                          |                                      |                |                                                      |              | 668.86         |             |                                           |           |
| BUILDING CONTROL SERVICES, INC       |                                      |                |                                                      |              |                |             |                                           |           |
| 7173                                 | BUILDING CONTROL SERVICES, INC       | 4976           | PS Server Room AC Unit Fan Motor                     | 12/05/2023   | 1,094.00       | 12/07/2023  | 510-840-424 Contract Services-HVAC        | 1223      |
| 7173                                 | BUILDING CONTROL SERVICES, INC       | 4980           | PS MF Electrical Room AC fan motor and run capacitor | 12/05/2023   | 1,349.00       | 12/07/2023  | 510-840-424 Contract Services-HVAC        | 1223      |
| Total 7173:                          |                                      |                |                                                      |              | 2,443.00       |             |                                           |           |
| CDW GOVERNMENT INC.                  |                                      |                |                                                      |              |                |             |                                           |           |
| 27                                   | CDW GOVERNMENT INC.                  | NH45087        | Adapter cables                                       | 11/28/2023   | 76.20          | 12/07/2023  | 100-415-605 Minor Equipment               | 1123      |
| 27                                   | CDW GOVERNMENT INC.                  | NL75284        | Gen Sup- Trip Cable /HD Adapter                      | 12/07/2023   | 304.90         |             | 100-418-700 Shared Costs                  | 1223      |
| Total 27:                            |                                      |                |                                                      |              | 381.10         |             |                                           |           |
| CEMEX CONSTRUCTION MATERIALS PACIFIC |                                      |                |                                                      |              |                |             |                                           |           |
| 154                                  | CEMEX CONSTRUCTION MATERIALS PACIFIC | 9449233884     | sand                                                 | 11/28/2023   | 1,425.55       | 12/07/2023  | 510-810-431 Repairs & Maintenance-Roads   | 1123      |
| 154                                  | CEMEX CONSTRUCTION MATERIALS PACIFIC | 9449256951     | Base for pit                                         | 12/01/2023   | 496.34         |             | 510-810-431 Repairs & Maintenance-Roads   | 1223      |
| Total 154:                           |                                      |                |                                                      |              | 1,921.89       |             |                                           |           |
| CHASE                                |                                      |                |                                                      |              |                |             |                                           |           |
| 8748                                 | CHASE                                | 1665           | 2020 Series Bond Payment - Water Interest            | 02/01/2024   | 39,629.94      |             | 510-800-860 Interest Expense              | 224       |
| 8748                                 | CHASE                                | 1665           | 2020 Series Bond Payment - Water Principle           | 02/01/2024   | 2,526,975.09   |             | 510-225100 Bonds Payable-Current Portion  | 224       |
| 8748                                 | CHASE                                | 1665           | 2020 Series Bond Payment - Sewer Principle           | 02/01/2024   | 283,024.91     |             | 520-225100 Bonds Payable-Current Portion  | 224       |
| 8748                                 | CHASE                                | 1665           | 2020 Series Bond Payment - Sewer Interest            | 02/01/2024   | 4,438.61       |             | 520-800-860 Interest Expense              | 224       |
| Total 8748:                          |                                      |                |                                                      |              | 2,854,068.55   |             |                                           |           |

| Vendor                             | Vendor Name                        | Invoice Number    | Description                                      | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                       | GL Period |
|------------------------------------|------------------------------------|-------------------|--------------------------------------------------|--------------|----------------|------------|--------------------------------------------|-----------|
| CHASE PAYMENTECH MERCHANT SERVICES |                                    |                   |                                                  |              |                |            |                                            |           |
| 8637                               | CHASE PAYMENTECH MERCHANT SERVICES | 11/2023           | FINANCE-CREDIT CARD PROCESSING FEES 6291058      | 11/30/2023   | 176.91         | 11/30/2023 | 100-415-609 Credit Card Fees - Govt Svcs   | 1123      |
| 8637                               | CHASE PAYMENTECH MERCHANT SERVICES | 11/2023           | WATER-CREDIT CARD PROCESSING FEES 6181757        | 11/30/2023   | 3,823.92       | 11/30/2023 | 510-810-609 Credit Card Fees               | 1123      |
| 8637                               | CHASE PAYMENTECH MERCHANT SERVICES | 11/2023           | SEWER-CREDIT CARD PROCESSING FEES 6181757        | 11/30/2023   | 3,823.92       | 11/30/2023 | 520-810-609 Credit Card Fees               | 1123      |
| 8637                               | CHASE PAYMENTECH MERCHANT SERVICES | 11/2023           | FINANCE-CREDIT CARD PROCESSING FEES 6291057      | 11/30/2023   | 3,155.88       | 11/30/2023 | 100-415-609 Credit Card Fees - Govt Svcs   | 1123      |
| Total 8637:                        |                                    |                   |                                                  |              | 10,980.63      |            |                                            |           |
| CITY OF FERNLEY                    |                                    |                   |                                                  |              |                |            |                                            |           |
| 32                                 | CITY OF FERNLEY                    | 30.7838.13 DEC 23 | WATER CONVEYANCE; PN# 2019-002-1                 | 12/07/2023   | 109.90         |            | 510-166100 Construction In Progress        | 1223      |
| Total 32:                          |                                    |                   |                                                  |              | 109.90         |            |                                            |           |
| CULLIGAN WATER                     |                                    |                   |                                                  |              |                |            |                                            |           |
| 6417                               | CULLIGAN WATER                     | 1252691           | PS MF/Chem Softener repairs                      | 11/16/2023   | 1,931.56       | 12/07/2023 | 510-840-430 Service-Repair and Maintenance | 1123      |
| 6417                               | CULLIGAN WATER                     | 1252692           | PS MF/Chem Softener repairs                      | 11/16/2023   | 530.00         | 12/07/2023 | 510-840-430 Service-Repair and Maintenance | 1123      |
| 6417                               | CULLIGAN WATER                     | 1252693           | PS MF/Chem Softener repairs                      | 11/16/2023   | 1,251.40       | 12/07/2023 | 510-840-430 Service-Repair and Maintenance | 1123      |
| Total 6417:                        |                                    |                   |                                                  |              | 3,712.96       |            |                                            |           |
| DOG WASTE DEPOT                    |                                    |                   |                                                  |              |                |            |                                            |           |
| 8585                               | DOG WASTE DEPOT                    | 584158            | poop bag holder.                                 | 12/08/2023   | 589.96         |            | 100-575-612 Building Maintenance Supplies  | 1223      |
| Total 8585:                        |                                    |                   |                                                  |              | 589.96         |            |                                            |           |
| DOWD BOOKKEEPING SERVICES LLC      |                                    |                   |                                                  |              |                |            |                                            |           |
| 8981                               | DOWD BOOKKEEPING SERVICES LLC      | 1098              | Consulting services/audit prep fy23              | 11/30/2023   | 5,512.50       | 12/07/2023 | 100-415-322 Prof Serv-Other                | 1123      |
| Total 8981:                        |                                    |                   |                                                  |              | 5,512.50       |            |                                            |           |
| DOWL, LLC                          |                                    |                   |                                                  |              |                |            |                                            |           |
| 8931                               | DOWL, LLC                          | 11                | Fernley map review Proj. R7120.2443              | 10/29/2023   | 7,000.00       |            | 100-228311 Engineering Reimb. (Maps)       | 1023      |
| 8931                               | DOWL, LLC                          | R4102.2134-8      | Train Depot roof project management              | 12/01/2023   | 12,677.31      |            | 300-425-730 Improve other than Buildings   | 1223      |
| Total 8931:                        |                                    |                   |                                                  |              | 19,677.31      |            |                                            |           |
| EMPLOYEES, CITY OF FERNLEY         |                                    |                   |                                                  |              |                |            |                                            |           |
| 8639                               | EMPLOYEES, CITY OF FERNLEY         | 12/2023           | PER DIEM FOR J CLEVEN FOR DIGITAL SUMMIT IN HEND | 12/06/2023   | 165.50         | 12/07/2023 | 100-418-580 Training                       | 1223      |
| 8639                               | EMPLOYEES, CITY OF FERNLEY         | 155534            | REIMB FOR TREE LIGHTING PRINTING/ THE OFFICE     | 11/30/2023   | 86.88          | 12/07/2023 | 100-412-650 Community Support              | 1123      |
| 8639                               | EMPLOYEES, CITY OF FERNLEY         | DEC 23            | REIMB FOR HOLIDAY CARDS FOR EMPLOYEES            | 12/06/2023   | 49.77          | 12/07/2023 | 100-413-600 General Supplies               | 1223      |
| Total 8639:                        |                                    |                   |                                                  |              | 302.15         |            |                                            |           |

| Vendor                               | Vendor Name                          | Invoice Number | Description                                           | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                 | GL Period |
|--------------------------------------|--------------------------------------|----------------|-------------------------------------------------------|--------------|----------------|------------|--------------------------------------|-----------|
| FLYNN GIUDICI GOVERNMENT AFFAIRS LLC |                                      |                |                                                       |              |                |            |                                      |           |
| 8869                                 | FLYNN GIUDICI GOVERNMENT AFFAIRS LLC | INV-0315       | Lobbyist Contract                                     | 12/01/2023   | 5,800.00       | 12/07/2023 | 100-413-322 Prof Serv-Other          | 1223      |
| Total 8869:                          |                                      |                |                                                       |              | 5,800.00       |            |                                      |           |
| HANNEMAN SERVICE                     |                                      |                |                                                       |              |                |            |                                      |           |
| 70                                   | HANNEMAN SERVICE                     | 111705         | Misc. Service Labor                                   | 11/27/2023   | 145.00         |            | 100-605-322 Prof Serv-Other          | 1123      |
| 70                                   | HANNEMAN SERVICE                     | 111706         | Misc. Service Labor                                   | 12/01/2023   | 145.00         |            | 100-605-322 Prof Serv-Other          | 1223      |
| 70                                   | HANNEMAN SERVICE                     | 13517          | 1998 Ford Expedition White 163WEP NV 957 Scott Dr     | 11/27/2023   | 55.00          |            | 100-605-322 Prof Serv-Other          | 1123      |
| 70                                   | HANNEMAN SERVICE                     | 13518          | 2004 Subaru Outback Green No Plates 160 Rosecrest Dr. | 12/01/2023   | 55.00          |            | 100-605-322 Prof Serv-Other          | 1223      |
| Total 70:                            |                                      |                |                                                       |              | 400.00         |            |                                      |           |
| HERC RENTALS                         |                                      |                |                                                       |              |                |            |                                      |           |
| 8732                                 | HERC RENTALS                         | 34220056-001   | road closures Parade and funeral                      | 12/01/2023   | 1,533.78       |            | 100-475-441 Rentals                  | 1223      |
| Total 8732:                          |                                      |                |                                                       |              | 1,533.78       |            |                                      |           |
| HINTON BURDICK, PLLC                 |                                      |                |                                                       |              |                |            |                                      |           |
| 8486                                 | HINTON BURDICK, PLLC                 | 294707         | Progress billing FY23 audit                           | 10/31/2023   | 1,750.00       | 12/07/2023 | 100-415-328 Prof Serv-Auditing       | 1023      |
| Total 8486:                          |                                      |                |                                                       |              | 1,750.00       |            |                                      |           |
| HOBBS COMPANY LIMITED LLC            |                                      |                |                                                       |              |                |            |                                      |           |
| 8978                                 | HOBBS COMPANY LIMITED LLC            | 1974           | snow plow for new dump truck                          | 11/03/2023   | 9,882.52       | 12/07/2023 | 100-475-742 Vehicles                 | 1123      |
| Total 8978:                          |                                      |                |                                                       |              | 9,882.52       |            |                                      |           |
| HUCK SALT INC.                       |                                      |                |                                                       |              |                |            |                                      |           |
| 79                                   | HUCK SALT INC.                       | C22371         | road salt                                             | 11/30/2023   | 3,685.49       | 12/07/2023 | 100-475-600 General Supplies         | 1123      |
| Total 79:                            |                                      |                |                                                       |              | 3,685.49       |            |                                      |           |
| IBEW Local 1245                      |                                      |                |                                                       |              |                |            |                                      |           |
| 83                                   | IBEW Local 1245                      | DEC 2023-1     | UNION DUES, ONE HALF OF MONTH                         | 12/01/2023   | 811.52         | 12/01/2023 | 100-219900 OTHER PAYROLL PAYABLES    | 1223      |
| Total 83:                            |                                      |                |                                                       |              | 811.52         |            |                                      |           |
| INTERNAL REVENUE SERVICE             |                                      |                |                                                       |              |                |            |                                      |           |
| 7879                                 | INTERNAL REVENUE SERVICE             | DEC 2023-1     | W/HOLD TAX PAYABLE, PAYROLL                           | 12/01/2023   | 24,510.17      | 12/01/2023 | 100-212000 FEDERAL WITHHOLDING PAYAB | 1223      |
| 7879                                 | INTERNAL REVENUE SERVICE             | DEC 2023-1     | FICA TAX PAYABLE, PAYROLL                             | 12/01/2023   | 276.92         | 12/01/2023 | 100-211000 FICA PAYABLE              | 1223      |
| 7879                                 | INTERNAL REVENUE SERVICE             | DEC 2023-1     | MED TAX PAYABLE, PAYROLL                              | 12/01/2023   | 6,634.46       | 12/01/2023 | 100-211000 FICA PAYABLE              | 1223      |

| Vendor                              | Vendor Name                         | Invoice Number | Description                                                 | Invoice Date | Invoice Amount | Date Paid   | GL Account and Title                | GL Period |
|-------------------------------------|-------------------------------------|----------------|-------------------------------------------------------------|--------------|----------------|-------------|-------------------------------------|-----------|
| Total 7879:                         |                                     |                |                                                             |              | 31,421.55      |             |                                     |           |
| INTERNATIONAL CODE COUNCIL          |                                     |                |                                                             |              |                |             |                                     |           |
| 617                                 | INTERNATIONAL CODE COUNCIL          | 1001793152     | 2024 Code Books                                             | 12/01/2023   | 835.63         | 100-605-640 | Books and Periodicals               | 1223      |
| Total 617:                          |                                     |                |                                                             |              | 835.63         |             |                                     |           |
| JOHNSON CONTROLS                    |                                     |                |                                                             |              |                |             |                                     |           |
| 8907                                | JOHNSON CONTROLS                    | 1-131550645515 | PS MF HVAC Controller replacement and programming.          | 11/27/2023   | 3,633.00       | 510-840-424 | Contract Services-HVAC              | 1123      |
| Total 8907:                         |                                     |                |                                                             |              | 3,633.00       |             |                                     |           |
| JOHNSON CONTROLS FIRE PROTECTION LP |                                     |                |                                                             |              |                |             |                                     |           |
| 8667                                | JOHNSON CONTROLS FIRE PROTECTION LP | 23836128       | PS BLD 1 fire system inspection                             | 11/21/2023   | 416.00         | 12/07/2023  | 510-840-420 Contract Services       | 1123      |
| 8667                                | JOHNSON CONTROLS FIRE PROTECTION LP | 23836129       | PS Bld 3 fire system inspection                             | 11/21/2023   | 519.00         | 12/07/2023  | 510-840-420 Contract Services       | 1123      |
| 8667                                | JOHNSON CONTROLS FIRE PROTECTION LP | 23836130       | PS BLD 4 fire system inspection                             | 11/21/2023   | 985.50         | 12/07/2023  | 510-840-420 Contract Services       | 1123      |
| 8667                                | JOHNSON CONTROLS FIRE PROTECTION LP | 23836131       | PS Fire Alarm Inspection                                    | 11/21/2023   | 398.00         | 12/07/2023  | 510-840-420 Contract Services       | 1123      |
| Total 8667:                         |                                     |                |                                                             |              | 2,318.50       |             |                                     |           |
| JUB ENGINEERS, INC                  |                                     |                |                                                             |              |                |             |                                     |           |
| 8846                                | JUB ENGINEERS, INC                  | 167582         | Water Main relocation project for overpass                  | 11/20/2023   | 12,473.60      | 12/07/2023  | 510-166100 Construction In Progress | 1123      |
| Total 8846:                         |                                     |                |                                                             |              | 12,473.60      |             |                                     |           |
| KIMLEY-HORN AND ASSOCIATES, INC.    |                                     |                |                                                             |              |                |             |                                     |           |
| 8715                                | KIMLEY-HORN AND ASSOCIATES, INC.    | 192100005-1023 | TMP presentation for planning commission and on call transp | 10/31/2023   | 1,975.00       | 12/07/2023  | 100-529-320 Prof Serv-Engineering   | 1023      |
| Total 8715:                         |                                     |                |                                                             |              | 1,975.00       |             |                                     |           |
| KOCH ELEVATOR CO.                   |                                     |                |                                                             |              |                |             |                                     |           |
| 8751                                | KOCH ELEVATOR CO.                   | 33286          | elevator service                                            | 11/01/2023   | 190.00         | 100-417-420 | Contract Services                   | 1123      |
| 8751                                | KOCH ELEVATOR CO.                   | 33507          | elevator                                                    | 12/01/2023   | 190.00         | 12/07/2023  | 100-417-420 Contract Services       | 1223      |
| Total 8751:                         |                                     |                |                                                             |              | 380.00         |             |                                     |           |
| LAWSON PRODUCTS, INC                |                                     |                |                                                             |              |                |             |                                     |           |
| 2435                                | LAWSON PRODUCTS, INC                | 9311126952     | nuts and bolts for fleet                                    | 12/05/2023   | 616.03         | 12/07/2023  | 100-480-610 AUTOMOTIVE SUPPLIES     | 1223      |
| Total 2435:                         |                                     |                |                                                             |              | 616.03         |             |                                     |           |
| LOWES CREDIT SERVICES               |                                     |                |                                                             |              |                |             |                                     |           |
| 7650                                | LOWES CREDIT SERVICES               | 16279          | clamp and vise misc.                                        | 12/06/2023   | 50.29          | 100-417-612 | Building Maintenance Supplies       | 1223      |

| Vendor                             | Vendor Name                 | Invoice Number | Description                                         | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                       | GL Period |
|------------------------------------|-----------------------------|----------------|-----------------------------------------------------|--------------|----------------|------------|--------------------------------------------|-----------|
| 7650                               | LOWES CREDIT SERVICES       | 73202          | quik crete paint                                    | 12/04/2023   | 55.89          | 12/07/2023 | 100-575-600 General Supplies               | 1223      |
| 7650                               | LOWES CREDIT SERVICES       | 76014          | drill bit                                           | 12/06/2023   | 30.38          | 12/07/2023 | 100-575-605 Minor Equipment                | 1223      |
| 7650                               | LOWES CREDIT SERVICES       | 770540         | cleaning supplies                                   | 12/07/2023   | 27.88          |            | 100-417-612 Building Maintenance Supplies  | 1223      |
| 7650                               | LOWES CREDIT SERVICES       | 83576          | Water Fittings                                      | 12/11/2023   | 41.08          |            | 520-810-600 General Supplies               | 1223      |
| 7650                               | LOWES CREDIT SERVICES       | 92336          | epoxys                                              | 11/28/2023   | 126.25         | 12/07/2023 | 100-475-600 General Supplies               | 1123      |
| 7650                               | LOWES CREDIT SERVICES       | 96209          | PS Shop Supplies                                    | 11/30/2023   | 58.75          |            | 510-840-614 Plant/Shop/Maint. Supplies     | 1123      |
| 7650                               | LOWES CREDIT SERVICES       | 96220          | PS Plant Supplies                                   | 11/30/2023   | 24.42          |            | 510-840-614 Plant/Shop/Maint. Supplies     | 1123      |
| Total 7650:                        |                             |                |                                                     |              | 414.94         |            |                                            |           |
| <b>LUMOS &amp; ASSOCIATES INC</b>  |                             |                |                                                     |              |                |            |                                            |           |
| 370                                | LUMOS & ASSOCIATES INC      | 119492 revised | Cottonwood lane inspection services                 | 09/19/2023   | 725.00         | 12/07/2023 | 100-475-745 RTC REIMBURSABLE EXPENDI       | 923       |
| 370                                | LUMOS & ASSOCIATES INC      | 120237         | FDR Flashing beacons design servcies                | 11/13/2023   | 242.00         | 12/07/2023 | 100-475-730 Improve other than Buildings   | 1123      |
| 370                                | LUMOS & ASSOCIATES INC      | 120240         | FY23/24 Pavement management project design services | 09/23/2023   | 16,685.00      | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 923       |
| 370                                | LUMOS & ASSOCIATES INC      | 120274         | Cottonwood Lane rehab project inspection services   | 11/14/2023   | 2,762.50       | 12/07/2023 | 100-475-745 RTC REIMBURSABLE EXPENDI       | 1123      |
| 370                                | LUMOS & ASSOCIATES INC      | 120414         | Engineering Services                                | 09/30/2023   | 592.00         | 12/07/2023 | 520-810-320 Prof Serv-Engineering          | 923       |
| Total 370:                         |                             |                |                                                     |              | 21,006.50      |            |                                            |           |
| <b>LYON COUNTY CLERK/TREASURER</b> |                             |                |                                                     |              |                |            |                                            |           |
| 106                                | LYON COUNTY CLERK/TREASURER | TLT Nov 23     | Transient Lodging Tax                               | 11/30/2023   | 2,893.62       | 12/07/2023 | 225-227010 TLT Payable to County           | 1123      |
| Total 106:                         |                             |                |                                                     |              | 2,893.62       |            |                                            |           |
| <b>LYON COUNTY RECORDER</b>        |                             |                |                                                     |              |                |            |                                            |           |
| 108                                | LYON COUNTY RECORDER        | 02012106       | LIEN REL-425 MAPLE ST THOMPSON APN 020-121-06       | 12/05/2023   | 40.00          | 12/07/2023 | 510-810-322 Prof Serv-Other                | 1223      |
| Total 108:                         |                             |                |                                                     |              | 40.00          |            |                                            |           |
| <b>MARSHALL'S SEPTIC CARE</b>      |                             |                |                                                     |              |                |            |                                            |           |
| 8509                               | MARSHALL'S SEPTIC CARE      | 115536         | replacement parts for vandalized portable           | 11/29/2023   | 130.00         | 12/07/2023 | 100-575-420 Contract Services              | 1123      |
| 8509                               | MARSHALL'S SEPTIC CARE      | 115537         | replacement parts portable otp                      | 11/29/2023   | 111.66         | 12/07/2023 | 100-575-420 Contract Services              | 1123      |
| 8509                               | MARSHALL'S SEPTIC CARE      | 115538         | replacement parts for portable BMX                  | 11/29/2023   | 130.00         | 12/07/2023 | 100-575-420 Contract Services              | 1123      |
| 8509                               | MARSHALL'S SEPTIC CARE      | 115575         | BMX track                                           | 12/01/2023   | 118.33         | 12/07/2023 | 100-575-420 Contract Services              | 1223      |
| 8509                               | MARSHALL'S SEPTIC CARE      | 115576         | Autumn winds park                                   | 12/01/2023   | 118.33         | 12/07/2023 | 100-575-420 Contract Services              | 1223      |
| 8509                               | MARSHALL'S SEPTIC CARE      | 115577         | OTP                                                 | 12/01/2023   | 526.65         | 12/07/2023 | 100-575-420 Contract Services              | 1223      |
| 8509                               | MARSHALL'S SEPTIC CARE      | 115578         | Green Valley Park                                   | 12/01/2023   | 210.66         | 12/07/2023 | 100-575-420 Contract Services              | 1223      |
| 8509                               | MARSHALL'S SEPTIC CARE      | 115579         | ITP                                                 | 12/01/2023   | 200.66         | 12/07/2023 | 100-575-420 Contract Services              | 1223      |
| 8509                               | MARSHALL'S SEPTIC CARE      | 115580         | ponderosa park                                      | 12/01/2023   | 118.33         | 12/07/2023 | 100-575-420 Contract Services              | 1223      |
| 8509                               | MARSHALL'S SEPTIC CARE      | 115581         | depot                                               | 12/01/2023   | 113.33         | 12/07/2023 | 100-575-420 Contract Services              | 1223      |
| Total 8509:                        |                             |                |                                                     |              | 1,777.95       |            |                                            |           |

| Vendor                                   | Vendor Name                       | Invoice Number | Description                                      | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                       | GL Period |
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| <b>MISCELLANEOUS ONE TIME VENDOR</b>     |                                   |                |                                                  |              |                |            |                                            |           |
| 1111                                     | MISCELLANEOUS ONE TIME VENDOR     | 11/22/23       | OVERPAYMENT ON BUSINESS LICENSE ACCOUNT          | 11/22/2023   | 25.00          | 12/07/2023 | 100-320-100 Business License Fees          | 1123      |
| 1111                                     | MISCELLANEOUS ONE TIME VENDOR     | 12823          | OVERPAYMENT ON BUSINESS LICENSE ACCOUNT          | 12/08/2023   | 25.00          |            | 100-320-100 Business License Fees          | 1223      |
| 1111                                     | MISCELLANEOUS ONE TIME VENDOR     | DEC 2023       | REIMB FOR TRAVEL 12/14-12/16 PROSPECTIVE FINANCE | 12/06/2023   | 847.80         |            | 100-415-580 Training                       | 1223      |
| 1111                                     | MISCELLANEOUS ONE TIME VENDOR     | PW12.6.23      | TORT LIABILITY TRAINING FOR OLIVIA               | 12/06/2023   | 20.00          | 12/07/2023 | 100-475-580 Training                       | 1223      |
| Total 1111:                              |                                   |                |                                                  |              | 917.80         |            |                                            |           |
| <b>MME - MUNICIPAL MAINTENANCE EQUIP</b> |                                   |                |                                                  |              |                |            |                                            |           |
| 6635                                     | MME - MUNICIPAL MAINTENANCE EQUIP | 016715         | vac-con parts                                    | 12/11/2023   | 2,574.95       |            | 510-810-610 Automotive Supplies            | 1223      |
| Total 6635:                              |                                   |                |                                                  |              | 2,574.95       |            |                                            |           |
| <b>MOBO LAW, LLP</b>                     |                                   |                |                                                  |              |                |            |                                            |           |
| 8906                                     | MOBO LAW, LLP                     | 140852         | Criminal Prosecution Conflict                    | 11/30/2023   | 459.00         |            | 100-414-310 Prof Serv-Legal                | 1123      |
| Total 8906:                              |                                   |                |                                                  |              | 459.00         |            |                                            |           |
| <b>MSC INDUSTRIAL SUPPLY CO</b>          |                                   |                |                                                  |              |                |            |                                            |           |
| 115                                      | MSC INDUSTRIAL SUPPLY CO          | 23012908       | New on-call calender                             | 11/30/2023   | 40.66          |            | 510-810-614 Supplies-Plant/Shop/Maint      | 1123      |
| Total 115:                               |                                   |                |                                                  |              | 40.66          |            |                                            |           |
| <b>NAPA AUTO &amp; TRUCK PARTS</b>       |                                   |                |                                                  |              |                |            |                                            |           |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 401911         | sweeper parts                                    | 11/29/2023   | 141.83         | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 1123      |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 401984         | parts for sweeper                                | 11/30/2023   | 109.98         | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 1123      |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 402005         | PS Shop Supplies                                 | 11/30/2023   | 18.19          |            | 510-840-614 Plant/Shop/Maint. Supplies     | 1123      |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 402148         | new batteries for message board                  | 12/04/2023   | 1,081.50       | 12/07/2023 | 100-475-600 General Supplies               | 1223      |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 402261         | water truck parts                                | 12/06/2023   | 7.74           | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 1223      |
| 58                                       | NAPA AUTO & TRUCK PARTS           | 402271         | clamps for water truck                           | 12/06/2023   | 77.00          | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 1223      |
| Total 58:                                |                                   |                |                                                  |              | 1,436.24       |            |                                            |           |
| <b>NEVADA DEPARTMENT OF TAXATION</b>     |                                   |                |                                                  |              |                |            |                                            |           |
| 6378                                     | NEVADA DEPARTMENT OF TAXATION     | TLT Nov 23     | Transient Lodging Tax                            | 11/30/2023   | 1,736.17       | 12/07/2023 | 225-227015 TLT Payable to State            | 1123      |
| Total 6378:                              |                                   |                |                                                  |              | 1,736.17       |            |                                            |           |
| <b>NEVADA DEPT PUBLIC SAFETY - DPS</b>   |                                   |                |                                                  |              |                |            |                                            |           |
| 7405                                     | NEVADA DEPT PUBLIC SAFETY - DPS   | 65314          | Ref # 3299567 J Motsinger                        | 12/01/2023   | 40.25          | 12/07/2023 | 100-605-322 Prof Serv-Other                | 1223      |
| 7405                                     | NEVADA DEPT PUBLIC SAFETY - DPS   | 65314          | Ref # 3299449M, Volek                            | 12/01/2023   | 40.25          | 12/07/2023 | 100-475-322 Prof Serv-Other                | 1223      |
| Total 7405:                              |                                   |                |                                                  |              | 80.50          |            |                                            |           |

| Vendor                | Vendor Name           | Invoice Number | Description                                     | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                       | GL Period |
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| NSB - BANKCARD CENTER |                       |                |                                                 |              |                |            |                                            |           |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | TAYLOR & FRANCIS; TRAINING MATERIAL FOR PLANNIN | 11/30/2023   | 601.80         | 12/10/2023 | 100-610-580 Training                       | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | DOMINOS PIZZA; STAFF LUNCH DECORATING SPOOKTA   | 11/30/2023   | 169.73         | 12/10/2023 | 100-412-650 Community Support              | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | AMAZON; CONNECTED BOOK CM REFUND                | 11/30/2023   | 21.70-         | 12/10/2023 | 100-413-640 Books and Periodicals          | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | NGIS; MEMBERSHIP T. LOWREY                      | 11/30/2023   | 12.00          | 12/10/2023 | 100-529-580 Training                       | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | AMAZON; TIMER FOR PLANNING                      | 11/30/2023   | 38.98          | 12/10/2023 | 100-610-601 Office Supplies                | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | POSITIVE PROMOTIONS; EMPLOYEE XMAS PROMOTION    | 11/30/2023   | 1,033.83       | 12/10/2023 | 100-412-586 Employee Recognition           | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | LIBERTY FLAGPOLES; 25FT FLAGPOLE & LIGHT FOR CE | 11/30/2023   | 3,124.00       | 12/10/2023 | 100-576-430 Service Repair & Maintenance   | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | JEHOVA ES MI PASTOR; COMMUNITY MTG              | 11/30/2023   | 105.29         | 12/10/2023 | 100-412-650 Community Support              | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | STAMPLI; OCT 23                                 | 11/30/2023   | 1,034.00       | 12/10/2023 | 100-412-342 Tech Services-Other            | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | AMAZON; SINK HEATERS & WATER FILTERS            | 11/30/2023   | 1,067.16       | 12/10/2023 | 100-417-600 General Supplies               | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | FRED PRYOR; PRYOR LEARNING R. LOWREY            | 11/30/2023   | 150.00         | 12/10/2023 | 100-475-585 Educational Assistance Program | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | RALEY'S; FCTA APPLICANT MTG                     | 11/30/2023   | 23.45          | 12/10/2023 | 100-412-650 Community Support              | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | SPECTRUM; 355 COTTONWOOD LN                     | 11/30/2023   | 129.98         | 12/10/2023 | 100-417-530 Communications (Internet,Cell) | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | THE SANCTUARY; FRAUDULENT CHARGE                | 11/30/2023   | 585.17         | 12/10/2023 | 100-415-322 Prof Serv-Other                | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | GREEN VALLEY RANCH; HOTEL ROOM GOV TECH CONF,   | 11/30/2023   | 181.26         | 12/10/2023 | 100-418-580 Training                       | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | WALMART; SPOOKTACULAR CANDY                     | 11/30/2023   | 276.61         | 12/10/2023 | 100-412-650 Community Support              | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | AMAZON; TRAINING MATERIAL FOR PLANNING COMM     | 11/30/2023   | 525.08         | 12/10/2023 | 100-610-580 Training                       | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | AMAZON; CONNECTED BOOK CM RE-PURCHASE           | 11/30/2023   | 31.63          | 12/10/2023 | 100-413-640 Books and Periodicals          | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | NGIS; MEMBERSHIP T. LOWREY                      | 11/30/2023   | 9.00           | 12/10/2023 | 520-810-580 Training                       | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | DOLLAR TREE; THANKSGIVING POTLUCK TABLE COVER   | 11/30/2023   | 2.68           | 12/10/2023 | 100-413-322 Prof Serv-Other                | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | WAYFAIR; BLDG OFFICE FURNITURE                  | 11/30/2023   | 246.32         | 12/10/2023 | 100-605-600 General Supplies               | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | ZOOM; CMO MONTHLY SUBSCRIPTION                  | 11/30/2023   | 140.00         | 12/10/2023 | 100-418-342 Tech Services-Other            | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | WALMART; COFFEE ETC. FOR ALL HANDS              | 11/30/2023   | 34.34          | 12/10/2023 | 100-412-650 Community Support              | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | BAILEYS BOUNCE HOUSE; SPOOKTACULAR 23           | 11/30/2023   | 412.00         | 12/10/2023 | 100-412-650 Community Support              | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | CORWIN FORD; WD TRUCK REPAIR                    | 11/30/2023   | 353.95         | 12/10/2023 | 510-810-610 Automotive Supplies            | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | APPLIED PAVEMENT TECH; STORMWATER MGT COURS     | 11/30/2023   | 80.00-         | 12/10/2023 | 100-529-580 Training                       | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | NGIS; MEMBERSHIP T. LOWREY                      | 11/30/2023   | 9.00           | 12/10/2023 | 510-810-580 Training                       | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | AMBIT TEXAS LLC; FRAUDULENT CHARGE              | 11/30/2023   | 339.94         | 12/10/2023 | 100-415-322 Prof Serv-Other                | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | TEXAS EXPRESS LENDING LLC; FRAUDULENT CHARGE    | 11/30/2023   | 466.05         | 12/10/2023 | 100-415-322 Prof Serv-Other                | 1123      |
| 8649                  | NSB - BANKCARD CENTER | NOV 23         | JLG EXPRESS; CONTROLLER FOR MANLIFT             | 11/30/2023   | 1,871.82       | 12/10/2023 | 100-575-605 Minor Equipment                | 1123      |
| Total 8649:           |                       |                |                                                 |              | 12,873.37      |            |                                            |           |
| NV ENERGY             |                       |                |                                                 |              |                |            |                                            |           |
| 167                   | NV ENERGY             | 12019 DEC 23   | 34596505012019 ACH                              | 11/16/2023   | 6,996.43       | 12/06/2023 | 510-810-622 Electricity                    | 1123      |
| 167                   | NV ENERGY             | 13818 NOV 23   | 34596405113818 ACH                              | 11/29/2023   | 46.03          | 12/15/2023 | 100-475-622 Electricity                    | 1123      |
| 167                   | NV ENERGY             | 13924 DEC 23   | 48768108113924 ACH                              | 11/29/2023   | 33.59          | 12/15/2023 | 100-575-622 Electricity                    | 1123      |
| 167                   | NV ENERGY             | 26445 NOV 23   | 34596505226445 ACH                              | 11/28/2023   | 5,565.55       | 12/14/2023 | 510-840-622 Electricity                    | 1123      |
| 167                   | NV ENERGY             | 28458 NOV 23   | 34596505228458 ACH                              | 11/28/2023   | 11,114.24      | 12/14/2023 | 510-840-622 Electricity                    | 1123      |
| 167                   | NV ENERGY             | 30037 NOV 23   | 34596403630037 ACH                              | 11/16/2023   | 35.99          | 12/06/2023 | 100-576-622 Electricity                    | 1123      |
| 167                   | NV ENERGY             | 30672 NOV 23   | 213677908230672 ACH                             | 11/29/2023   | 43.33          | 12/15/2023 | 100-575-622 Electricity                    | 1123      |
| 167                   | NV ENERGY             | 71493 NOV 23   | 271223607571493 ACH                             | 11/29/2023   | 42.06          | 12/15/2023 | 100-475-622 Electricity                    | 1123      |
| 167                   | NV ENERGY             | 97731 NOV 23   | 213677908197731 ACH                             | 11/29/2023   | 43.91          | 12/15/2023 | 100-575-622 Electricity                    | 1123      |

| Vendor                           | Vendor Name               | Invoice Number | Description                                         | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                       | GL Period |
|----------------------------------|---------------------------|----------------|-----------------------------------------------------|--------------|----------------|------------|--------------------------------------------|-----------|
| Total 167:                       |                           |                |                                                     |              | 23,921.13      |            |                                            |           |
| <b>OFFICE DEPOT</b>              |                           |                |                                                     |              |                |            |                                            |           |
| 133                              | OFFICE DEPOT              | 336745084001   | Toners                                              | 10/18/2023   | 220.99         | 12/07/2023 | 100-425-600 General Supplies               | 1023      |
| 133                              | OFFICE DEPOT              | 336746146001   | Civil Traffic Folders                               | 10/18/2023   | 53.69          | 12/07/2023 | 100-425-600 General Supplies               | 1023      |
| 133                              | OFFICE DEPOT              | 336746146002   | DUI Folders                                         | 10/24/2023   | 53.69          | 12/07/2023 | 100-425-600 General Supplies               | 1023      |
| 133                              | OFFICE DEPOT              | 337527580001   | general supplies                                    | 11/20/2023   | 46.17          | 12/07/2023 | 100-610-600 General Supplies               | 1123      |
| 133                              | OFFICE DEPOT              | 339000968001   | Toner                                               | 11/27/2023   | 292.21         |            | 100-414-600 General Supplies               | 1123      |
| 133                              | OFFICE DEPOT              | 342327649001   | Organizer, mouse pad, post-its, folders, tape, etc. | 12/01/2023   | 153.19         | 12/07/2023 | 100-413-600 General Supplies               | 1223      |
| 133                              | OFFICE DEPOT              | 342335133001   | General Services DSC-monitor stand                  | 12/01/2023   | 50.72          | 12/07/2023 | 100-413-600 General Supplies               | 1223      |
| 133                              | OFFICE DEPOT              | 342335136001   | General Supplies HR-pencil lead                     | 12/01/2023   | 11.18          | 12/07/2023 | 100-413-600 General Supplies               | 1223      |
| 133                              | OFFICE DEPOT              | 342335138001   | Calendars                                           | 12/01/2023   | 41.98          | 12/07/2023 | 100-413-600 General Supplies               | 1223      |
| 133                              | OFFICE DEPOT              | 343016573001   | Office supplies                                     | 12/06/2023   | 23.59          | 12/07/2023 | 100-610-601 Office Supplies                | 1223      |
| 133                              | OFFICE DEPOT              | 343748499001   | Highlighters                                        | 11/29/2023   | 159.27         | 12/07/2023 | 100-425-600 General Supplies               | 1123      |
| 133                              | OFFICE DEPOT              | 343900083001   | FCTA Binders                                        | 12/05/2023   | 62.91          | 12/07/2023 | 225-575-550 Printing & Postage             | 1223      |
| 133                              | OFFICE DEPOT              | 344586880001   | UT OFFICE SUPPLIES                                  | 11/29/2023   | 95.74          |            | 520-810-601 Office Supplies                | 1123      |
| 133                              | OFFICE DEPOT              | 344586880001   | UT OFFICE SUPPLIES                                  | 11/29/2023   | 95.74          |            | 510-810-601 Office Supplies                | 1123      |
| 133                              | OFFICE DEPOT              | 344587744001   | UT OFFICE SUPPLIES                                  | 11/29/2023   | 22.57          |            | 510-810-601 Office Supplies                | 1123      |
| 133                              | OFFICE DEPOT              | 344587744001   | UT OFFICE SUPPLIES                                  | 11/29/2023   | 22.57          |            | 520-810-601 Office Supplies                | 1123      |
| 133                              | OFFICE DEPOT              | 344587745001   | UT OFFICE SUPPLIES                                  | 11/29/2023   | 1.49           |            | 520-810-601 Office Supplies                | 1123      |
| 133                              | OFFICE DEPOT              | 344587745001   | UT OFFICE SUPPLIES                                  | 11/29/2023   | 1.50           |            | 510-810-601 Office Supplies                | 1123      |
| Total 133:                       |                           |                |                                                     |              | 1,409.20       |            |                                            |           |
| <b>O'REILLY AUTO PARTS</b>       |                           |                |                                                     |              |                |            |                                            |           |
| 6230                             | O'REILLY AUTO PARTS       | 3599-275795    | oil filter for fleet                                | 11/29/2023   | 5.29           | 12/07/2023 | 510-810-610 Automotive Supplies            | 1123      |
| 6230                             | O'REILLY AUTO PARTS       | 3599-275818    | parts for sweeper                                   | 11/29/2023   | 23.98          | 12/07/2023 | 100-475-430 Service-Repair and Maintenance | 1123      |
| 6230                             | O'REILLY AUTO PARTS       | 3599-276621    | coating for new truck body                          | 12/05/2023   | 161.98         |            | 100-475-610 Automotive Supplies            | 1223      |
| 6230                             | O'REILLY AUTO PARTS       | 3599-276875    | 4wd seals                                           | 12/07/2023   | 19.46          |            | 100-475-610 Automotive Supplies            | 1223      |
| 6230                             | O'REILLY AUTO PARTS       | 3599-276925    | harness for light                                   | 12/07/2023   | 21.98          |            | 510-810-610 Automotive Supplies            | 1223      |
| Total 6230:                      |                           |                |                                                     |              | 232.69         |            |                                            |           |
| <b>PACIFIC OFFICE AUTOMATION</b> |                           |                |                                                     |              |                |            |                                            |           |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS14       | Clerk                                               | 12/01/2023   | 544.91         |            | 100-416-550 Printing and Postage           | 1223      |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS14       | CAO                                                 | 12/01/2023   | 544.91         |            | 100-414-550 Printing and Postage           | 1223      |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS14       | Utilities                                           | 12/01/2023   | 272.45         |            | 520-810-550 Printing and Postage           | 1223      |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS14       | Main                                                | 12/01/2023   | 544.91         |            | 100-417-550 Printing and Postage           | 1223      |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS14       | Utilities                                           | 12/01/2023   | 272.46         |            | 510-810-550 Printing and Postage           | 1223      |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS14       | FMC                                                 | 12/01/2023   | 544.91         |            | 100-425-550 Printing and Postage           | 1223      |
| 8929                             | PACIFIC OFFICE AUTOMATION | COF-KS14       | HR-CMO                                              | 12/01/2023   | 544.91         |            | 100-413-550 Printing and Postage           | 1223      |

| Vendor                                      | Vendor Name                          | Invoice Number | Description                                                    | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                     | GL Period |
|---------------------------------------------|--------------------------------------|----------------|----------------------------------------------------------------|--------------|----------------|------------|------------------------------------------|-----------|
| Total 8929:                                 |                                      |                |                                                                |              | 3,269.46       |            |                                          |           |
| <b>PACIFIC STORAGE COMPANY</b>              |                                      |                |                                                                |              |                |            |                                          |           |
| 8876                                        | PACIFIC STORAGE COMPANY              | 5180012        | Shredding Bin                                                  | 10/18/2023   | 16.50          | 12/07/2023 | 100-425-322 Prof Serv-Other              | 1023      |
| Total 8876:                                 |                                      |                |                                                                |              | 16.50          |            |                                          |           |
| <b>RESOURCE CONCEPTS</b>                    |                                      |                |                                                                |              |                |            |                                          |           |
| 8602                                        | RESOURCE CONCEPTS                    | 23-1753        | Villa Park Reconstruction project engineering services         | 11/28/2023   | 1,609.50       | 12/07/2023 | 510-166100 Construction In Progress      | 1123      |
| 8602                                        | RESOURCE CONCEPTS                    | 23-1753        | Villa Park Reconstruction project engineering services         | 11/28/2023   | 1,609.00       | 12/07/2023 | 100-475-730 Improve other than Buildings | 1123      |
| 8602                                        | RESOURCE CONCEPTS                    | 23-1753        | Villa Park Reconstruction project engineering services         | 11/28/2023   | 1,609.00       | 12/07/2023 | 520-166100 Construction In Progress      | 1123      |
| Total 8602:                                 |                                      |                |                                                                |              | 4,827.50       |            |                                          |           |
| <b>SHELL CREEK CONSTRUCTION</b>             |                                      |                |                                                                |              |                |            |                                          |           |
| 1447                                        | SHELL CREEK CONSTRUCTION             | 2023-205       | gazebo cemetery                                                | 12/07/2023   | 9,346.00       |            | 100-576-430 Service Repair & Maintenance | 1223      |
| Total 1447:                                 |                                      |                |                                                                |              | 9,346.00       |            |                                          |           |
| <b>SHAW ENGINEERING</b>                     |                                      |                |                                                                |              |                |            |                                          |           |
| 1897                                        | SHAW ENGINEERING                     | 185105         | South Arm Interceptor design services                          | 11/16/2023   | 2,880.00       | 12/07/2023 | 520-166100 Construction In Progress      | 1123      |
| 1897                                        | SHAW ENGINEERING                     | 185130         | Water treatment plant additional treated water tank design ser | 11/16/2023   | 2,532.50       | 12/07/2023 | 510-166100 Construction In Progress      | 1123      |
| 1897                                        | SHAW ENGINEERING                     | 185163         | On call water and sewer modeling CP2023.005 Fernley Stora      | 10/31/2023   | 4,540.00       | 12/07/2023 | 100-529-320 Prof Serv-Engineering        | 1023      |
| 1897                                        | SHAW ENGINEERING                     | 185165         | On call development review services CP2023.011 Panda Expr      | 10/31/2023   | 3,500.00       | 12/07/2023 | 100-529-320 Prof Serv-Engineering        | 1023      |
| Total 1897:                                 |                                      |                |                                                                |              | 13,452.50      |            |                                          |           |
| <b>SIERRA ELECTRONICS</b>                   |                                      |                |                                                                |              |                |            |                                          |           |
| 161                                         | SIERRA ELECTRONICS                   | AR42912        | radio test                                                     | 12/05/2023   | 48.00          | 12/07/2023 | 100-475-600 General Supplies             | 1223      |
| 161                                         | SIERRA ELECTRONICS                   | AR42914        | radio test                                                     | 12/05/2023   | 48.00          | 12/07/2023 | 100-475-600 General Supplies             | 1223      |
| 161                                         | SIERRA ELECTRONICS                   | AR42978        | battery and test                                               | 12/07/2023   | 163.00         |            | 100-475-600 General Supplies             | 1223      |
| Total 161:                                  |                                      |                |                                                                |              | 259.00         |            |                                          |           |
| <b>SILVER STATE ANALYTICAL LABORATORIES</b> |                                      |                |                                                                |              |                |            |                                          |           |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN307622       | WWTP Monitoring Well Samples                                   | 11/15/2023   | 665.00         | 12/07/2023 | 520-810-423 Contract Services-ANALYTICAL | 1123      |
| 7856                                        | SILVER STATE ANALYTICAL LABORATORIES | RN307747       | WWTP Influent/Effluent Samples                                 | 11/17/2023   | 502.00         | 12/07/2023 | 520-810-423 Contract Services-ANALYTICAL | 1123      |
| Total 7856:                                 |                                      |                |                                                                |              | 1,167.00       |            |                                          |           |
| <b>SILVER STATE BARRICADE</b>               |                                      |                |                                                                |              |                |            |                                          |           |
| 170                                         | SILVER STATE BARRICADE               | 26900          | cones                                                          | 12/05/2023   | 942.60         | 12/07/2023 | 100-475-615 Supplies-Signs and Striping  | 1223      |
| 170                                         | SILVER STATE BARRICADE               | 27383          | rented sighns                                                  | 12/11/2023   | 1,745.60       |            | 100-475-441 Rentals                      | 1223      |

| Vendor                                           | Vendor Name                           | Invoice Number | Description                 | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                  | GL Period |
|--------------------------------------------------|---------------------------------------|----------------|-----------------------------|--------------|----------------|------------|---------------------------------------|-----------|
| Total 170:                                       |                                       |                |                             |              | 2,688.20       |            |                                       |           |
| <b>SINNETT CONSULTING SERVICES</b>               |                                       |                |                             |              |                |            |                                       |           |
| 1286                                             | SINNETT CONSULTING SERVICES           | 25400          | 2024 DOT Compliance Program | 01/01/2024   | 350.00         |            | 100-413-322 Prof Serv-Other           | 124       |
| Total 1286:                                      |                                       |                |                             |              | 350.00         |            |                                       |           |
| <b>SMITH &amp; LOVELESS, INC</b>                 |                                       |                |                             |              |                |            |                                       |           |
| 213                                              | SMITH & LOVELESS, INC                 | 173216         | Spare Lift Parts            | 11/15/2023   | 637.81         | 12/07/2023 | 520-810-614 Supplies-Plant/Shop/Maint | 1123      |
| Total 213:                                       |                                       |                |                             |              | 637.81         |            |                                       |           |
| <b>SNAP-ON INDUSTRIAL</b>                        |                                       |                |                             |              |                |            |                                       |           |
| 8735                                             | SNAP-ON INDUSTRIAL                    | ARV/59692084   | 1/2 inch drive sockets      | 12/05/2023   | 213.06         | 12/07/2023 | 100-480-600 GENERAL SUPPLIES/TOOLS    | 1223      |
| 8735                                             | SNAP-ON INDUSTRIAL                    | ARV/59724765   | new tools                   | 12/07/2023   | 310.59         |            | 100-480-600 GENERAL SUPPLIES/TOOLS    | 1223      |
| 8735                                             | SNAP-ON INDUSTRIAL                    | ARV/59731858   | 1/2 drive sockets           | 12/08/2023   | 215.78         |            | 100-480-600 GENERAL SUPPLIES/TOOLS    | 1223      |
| Total 8735:                                      |                                       |                |                             |              | 739.43         |            |                                       |           |
| <b>SOUTHWEST GAS CORP</b>                        |                                       |                |                             |              |                |            |                                       |           |
| 204                                              | SOUTHWEST GAS CORP                    | 33096 NOV 23   | 910001133096 ACH            | 11/28/2023   | 571.26         | 12/18/2023 | 510-810-621 Natural Gas               | 1123      |
| 204                                              | SOUTHWEST GAS CORP                    | 33438 DEC 23   | 910001133438 ACH            | 11/21/2023   | 1,517.37       | 12/11/2023 | 100-417-621 Natural Gas               | 1123      |
| Total 204:                                       |                                       |                |                             |              | 2,088.63       |            |                                       |           |
| <b>STATE COLLECTION &amp; DISB. UNIT (SCaDU)</b> |                                       |                |                             |              |                |            |                                       |           |
| 176                                              | STATE COLLECTION & DISB. UNIT (SCaDU) | DEC 2023-1     | CHILD SUPPORT               | 12/01/2023   | 324.46         | 11/30/2023 | 100-219900 OTHER PAYROLL PAYABLES     | 1223      |
| Total 176:                                       |                                       |                |                             |              | 324.46         |            |                                       |           |
| <b>THATCHER COMPANY, INC.</b>                    |                                       |                |                             |              |                |            |                                       |           |
| 8646                                             | THATCHER COMPANY, INC.                | 2023250113416  | PS FeCl3                    | 12/04/2023   | 17,071.80      |            | 510-840-617 Chemicals                 | 1223      |
| 8646                                             | THATCHER COMPANY, INC.                | 2023400116621  | WWTP Chlorine               | 11/20/2023   | 6,330.40       |            | 520-810-617 Supplies-Chemical         | 1123      |
| Total 8646:                                      |                                       |                |                             |              | 23,402.20      |            |                                       |           |
| <b>U S POSTAL SERVICE</b>                        |                                       |                |                             |              |                |            |                                       |           |
| 7344                                             | U S POSTAL SERVICE                    | DEC 2023       | PREPAID IN-HOUSE POSTAGE    | 12/01/2023   | 1,900.00       | 12/04/2023 | 510-810-550 Printing and Postage      | 1223      |
| 7344                                             | U S POSTAL SERVICE                    | DEC 2023       | PREPAID IN-HOUSE POSTAGE    | 12/01/2023   | 1,900.00       | 12/04/2023 | 520-810-550 Printing and Postage      | 1223      |
| Total 7344:                                      |                                       |                |                             |              | 3,800.00       |            |                                       |           |

| Vendor                           | Vendor Name                      | Invoice Number | Description                        | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title |                                | GL Period |
|----------------------------------|----------------------------------|----------------|------------------------------------|--------------|----------------|------------|----------------------|--------------------------------|-----------|
| UNITED CENTRAL INDUSTRIAL SUPPLY |                                  |                |                                    |              |                |            |                      |                                |           |
| 8676                             | UNITED CENTRAL INDUSTRIAL SUPPLY | 2772280        | adapters for 6""pump               | 12/01/2023   | 110.33         | 12/07/2023 | 100-475-600          | General Supplies               | 1223      |
| Total 8676:                      |                                  |                |                                    |              | 110.33         |            |                      |                                |           |
| US BANK                          |                                  |                |                                    |              |                |            |                      |                                |           |
| 8510                             | US BANK                          | 7129582        | 2016 Series Bond Fees; Water       | 11/25/2023   | 385.00         |            | 510-810-322          | Prof Serv-Other                | 1123      |
| Total 8510:                      |                                  |                |                                    |              | 385.00         |            |                      |                                |           |
| USA BLUEBOOK                     |                                  |                |                                    |              |                |            |                      |                                |           |
| 464                              | USA BLUEBOOK                     | 347708         | PS CL17 reagents                   | 12/11/2023   | 248.20         |            | 510-840-430          | Service-Repair and Maintenance | 1223      |
| Total 464:                       |                                  |                |                                    |              | 248.20         |            |                      |                                |           |
| VOYA FINANCIAL                   |                                  |                |                                    |              |                |            |                      |                                |           |
| 8591                             | VOYA FINANCIAL                   | DEC 2023-1     | DEFERRED COMPENSATION, 457         | 12/01/2023   | 2,597.50       | 12/01/2023 | 100-215000           | 457 PAYABLE                    | 1223      |
| 8591                             | VOYA FINANCIAL                   | DEC 2023-1     | ROTH IRA                           | 12/01/2023   | 210.00         | 12/01/2023 | 100-215000           | 457 PAYABLE                    | 1223      |
| Total 8591:                      |                                  |                |                                    |              | 2,807.50       |            |                      |                                |           |
| WASTE MANAGEMENT                 |                                  |                |                                    |              |                |            |                      |                                |           |
| 447                              | WASTE MANAGEMENT                 | 25001 DEC 23   | 6-82646-25001                      | 12/01/2023   | 1,179.16       | 12/07/2023 | 100-417-412          | Utility Services-Refuse        | 1223      |
| 447                              | WASTE MANAGEMENT                 | 33001 DEC 23   | 11-60772-33001                     | 12/05/2023   | 103.14         | 12/07/2023 | 100-417-412          | Utility Services-Refuse        | 1223      |
| 447                              | WASTE MANAGEMENT                 | 33005 DEC 23   | 11-60745-33005                     | 12/05/2023   | 14.39          | 12/07/2023 | 510-840-412          | Utility Service-Refuse         | 1223      |
| 447                              | WASTE MANAGEMENT                 | 33009 DEC 23   | 11-60774-33009                     | 12/05/2023   | 84.39          | 12/07/2023 | 510-810-412          | Utility Service-Refuse         | 1223      |
| 447                              | WASTE MANAGEMENT                 | 43003 DEC 23   | 11-60760-43003                     | 12/05/2023   | 42.20          | 12/07/2023 | 520-810-412          | Utility Service-Refuse         | 1223      |
| 447                              | WASTE MANAGEMENT                 | 63002 DEC 23   | 11-74239-63002                     | 12/01/2023   | 300.00         | 12/07/2023 | 100-575-412          | Utility Service-Refuse         | 1223      |
| 447                              | WASTE MANAGEMENT                 | 65007 DEC 23   | 6-82641-65007                      | 12/01/2023   | 209.36         | 12/07/2023 | 100-417-412          | Utility Services-Refuse        | 1223      |
| 447                              | WASTE MANAGEMENT                 | 95009 DEC 23   | 8-29467-95009                      | 12/01/2023   | 448.45         | 12/07/2023 | 100-575-412          | Utility Service-Refuse         | 1223      |
| Total 447:                       |                                  |                |                                    |              | 2,381.09       |            |                      |                                |           |
| WESTERN NEVADA SUPPLY CO.        |                                  |                |                                    |              |                |            |                      |                                |           |
| 195                              | WESTERN NEVADA SUPPLY CO.        | 11020846       | Sensus iperl 1000 gal water meters | 12/01/2023   | 4,461.60       | 12/07/2023 | 510-166100           | Construction In Progress       | 1223      |
| 195                              | WESTERN NEVADA SUPPLY CO.        | 11053501       | pipe repair wrap                   | 12/01/2023   | 16.74          | 12/07/2023 | 510-810-613          | Supplies-Meter Service         | 1223      |
| 195                              | WESTERN NEVADA SUPPLY CO.        | 11056061       | parts for NDOT job                 | 12/04/2023   | 2,171.46       |            | 510-810-613          | Supplies-Meter Service         | 1223      |
| 195                              | WESTERN NEVADA SUPPLY CO.        | 11060563       | PS shop supplies                   | 12/06/2023   | 223.64         |            | 510-840-614          | Plant/Shop/Maint. Supplies     | 1223      |
| 195                              | WESTERN NEVADA SUPPLY CO.        | 11061490       | PS Surge Tank Gaskets              | 12/06/2023   | 180.08         |            | 510-840-430          | Service-Repair and Maintenance | 1223      |
| 195                              | WESTERN NEVADA SUPPLY CO.        | 198712420      | LAB GLOVES                         | 08/17/2023   | 18.00-         | 12/07/2023 | 510-840-616          | Safety Supplies                | 823       |
| Total 195:                       |                                  |                |                                    |              | 7,035.52       |            |                      |                                |           |

| Vendor                | Vendor Name           | Invoice Number | Description                                | Invoice Date | Invoice Amount | Date Paid  | GL Account and Title                     | GL Period |
|-----------------------|-----------------------|----------------|--------------------------------------------|--------------|----------------|------------|------------------------------------------|-----------|
| WOOD RODGERS, INC.    |                       |                |                                            |              |                |            |                                          |           |
| 2454                  | WOOD RODGERS, INC.    | 175265         | Main street beautification design services | 10/31/2023   | 4,145.00       | 12/07/2023 | 220-480-684 Main Street Beautification   | 1023      |
| Total 2454:           |                       |                |                                            |              | 4,145.00       |            |                                          |           |
| WTR ELECTRIC, INC     |                       |                |                                            |              |                |            |                                          |           |
| 8650                  | WTR ELECTRIC, INC     | 1010           | fix lighting and plugs at otp paint shed   | 11/27/2023   | 339.84         | 12/07/2023 | 100-575-428 Contract Services-ELECTRICAL | 1123      |
| Total 8650:           |                       |                |                                            |              | 339.84         |            |                                          |           |
| XPRESS BILL PAY LLC   |                       |                |                                            |              |                |            |                                          |           |
| 2468                  | XPRESS BILL PAY LLC   | 11/2023        | CREDIT CARD PROCESSING FEES- SEWER         | 11/30/2023   | 1,893.73       | 11/30/2023 | 520-810-609 Credit Card Fees             | 1123      |
| 2468                  | XPRESS BILL PAY LLC   | 11/2023        | CREDIT CARD PROCESSING FEES-WATER          | 11/30/2023   | 1,893.73       | 11/30/2023 | 510-810-609 Credit Card Fees             | 1123      |
| Total 2468:           |                       |                |                                            |              | 3,787.46       |            |                                          |           |
| ZIMMCO EQUIPMENT, INC |                       |                |                                            |              |                |            |                                          |           |
| 6719                  | ZIMMCO EQUIPMENT, INC | 79887          | pump repair                                | 10/31/2023   | 1,026.21       |            | 100-475-605 Minor Equipment              | 1023      |
| Total 6719:           |                       |                |                                            |              | 1,026.21       |            |                                          |           |
| Grand Totals:         |                       |                |                                            |              | 3,145,861.39   |            |                                          |           |

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Treasurer: \_\_\_\_\_

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

**MINUTES OF THE  
FERNLEY CITY COUNCIL MEETING  
DECEMBER 6, 2023**

Mayor Pro Tem Albert Torres called the meeting to order at 5:00 pm.

**1. INTRODUCTORY ITEMS**

**1.1. Pledge of Allegiance**

**1.2. Roll Call**

**Present:** Councilman Ryan Hanan, Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, City Manager Ben Marchant, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Building Inspector I Bailee Scott, Building Official Charity Birkel, Building Inspector I Joseph Motsinger, Planning Director Michele Rambo, Senior Planner Shay League, City Engineer Derek Starkey. **Absent:** Mayor Neal McIntyre

**1.3. Public Forum**

None

**1.4. (For Possible Action) Approval of Agenda**

**Motion:** I MOVE TO APPROVE THE AGENDA. **Action:** Withdrawn. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan.

**Motion:** I MOVE TO APPROVE THE AGENDA WITH REMOVAL OF ITEM 6.1 AND ADD TO THE NEXT MEETING OR THE JANUARY MEETING. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberiski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

**2. CONSENT AGENDA**

**2.1. (Possible Action) Approval of Voucher Report**

**2.2. (Possible Action) Approval of Minute**

**2.3. (Possible Approval) Approval of Business Licenses**

City Clerk Kim Swanson read the new business licenses.

**2.4. (For Possible Action) to approve dismissal of insolvent Defendants from Opioid Litigation**

**2.5. (For Possible Action) Possible action to adopt Resolution #23-014, amending City of Fernley Planning Commission's bylaws and adopting Rules of Procedure.**

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

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

Chief Deputy Mitch Brantingham, LCSD, reported that Deputy Whitten has resumed his role as School Resource Officer. He gave an update on the zero tolerance programs. The department compared the month of February 2023 to the 2023/2024 school year to date and found less incidence for the school year to date than the month of February 2023. The data has shown a 50% decrease in overall incidents with students. The department has received grant funding for opioid laser testing kits. He thanked April Homme and the Chamber for the Coco-With-A-Cop event. This is the time of year for an increase in burglaries. Burglary cases are increasing and reminded everyone to lock houses and cars. He asked the public for any camera footage they may have when a burglary occurs. On December 3, 2023, there was a group of juveniles spray-painting cars and houses at the golf course and asked the community for any camera footage they may have. He also assured the

community that we do not have MS13 gang members in Fernley. The department is also working with the Secret Witness Program to get some reward money. There is a process to get that set up, but there will be more information on social media and the newsletter for the community. Shop-With-A-Sheriff is going very well and they have a raffle coming up.

Councilwoman Felicity Zoberski asked how the zero tolerance reports are conveyed to the parents. Chief Deputy Brantingham stated that it would be on the Sheriff's Message of the Week on Facebook and social media platforms. The school was discussing maybe putting out a newsletter.

Councilwoman Fran McKay asked if there are specific areas where the burglaries are occurring. Chief Deputy Brantingham stated that there are no specific areas.

Councilman Albert Torres asked about the House Watch Program. Chief Deputy Brantingham stated that if residents would like to get on the House Watch Program, here is a simple form that needs to be completed.

Councilman Ryan Hanan thanked the Department for the ongoing hard work on the case of vandalization. The damage valuation was over \$55,000.

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

Ben Marchant, City Manager, announced that on Monday, December 11th, the 9th annual lighting of the Menorah will take place at City Hall at 5:00 pm. Wreaths Across America is scheduled for December 16th at 9:00 am at the Northern Nevada Veterans Cemetery. The Fernley Aces Christmas Village at the Fernley Main Street Art Park will be up through the month of December. City Hall will be closed December 25 & 26 and January 1. The City is accepting letters of interest from citizens for the vacant Planning Commission position. The deadline for submission is 5:00 pm on December 29.

Charity Birkel, Building Official gave the monthly report for the month of November.

Councilwoman Felicity Zoberski thanked the city staff for the tree lighting, and the Chamber for the parade.

Councilman Stan Lau announced that it is wrestling season and Fernley Wrestling is having a good season so far.

Councilwoman Fran McKay encouraged everyone to help with Shop-With -A -Sheriff.

Councilman Albert Torres thanked the staff, and everyone involved for the Christmas tree lighting. He announced that the Fernley Convention of Tourism Authority meeting is Monday December 11, at 6:00 pm, at City Hall.

## **4. PROCLAMATIONS BY THE MAYOR**

None

## **5. ADMINISTER OATH OF OFFICE TO BUILDING INSPECTORS**

Mayor Pro Tem Albert Torres administered Oath of Office to building inspectors Bailie Scott and Joseph Motsinger.

## **6. PRESENTATIONS**

### **6.1. (For possible action) A presentation on Opioid Funds and how the city can spend the Settlement Funds.**

Moved to future meeting.

## **7. ORDINANCES**

**7.1. (For Possible Action) Second Reading and Adoption of Bill # 341, amending Section 2.02.07 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.**

Aaron Mouritsen, City Attorney, requested a continuance of two weeks for a minor change to item (e).

**Motion:** I MOVE TO CONTINUE FOR MINOR CHANGE. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

**8. STAFF REPORTS**

**8.1. Discussion and possible action to approve a contract with CORE Construction for construction manager at risk services during the construction of Phase I of the Community Resource and Response Center and the revised guaranteed maximum price of \$17,765,798.00.**

Derek Starkey, City Engineer, stated that staff is seeking City Council approval on the construction manager at risk contract for the first phase of the Community Response and Resource Center for CORE Construction and the revised guaranteed maximum price of \$17,765,798.00

**Motion:** I MOVE TO APPROVE THE CONSTRUCTION MANAGER AT RISK CONTRACT FOR THE CONSTRUCTION OF THE FIRST PHASE OF THE COMMUNITY RESPONSE AND RESOURCE CENTER WITH CORE CONSTRUCTION AND THE REVISED GUARANTEED MAXIMUM PRICE OF \$17,765,798.00. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5 **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

**8.2. Discussion and possible action to determine the responsiveness of F.W. Carson Company and resolve the bid protest of the award of a construction contract for the Villa Park Water and Sewer Main Replacement Project.**

Derek Starkey, City Engineer, presented this item stating that staff is seeking approval to execute a contract for construction of the Villa Park Water and Sewer main replacement project with F.W. Carson, Co. F.W. Carson is the apparent low bidder and has the necessary experience to complete the work as outlined in the scope of the project. The bid award has been protested per NRS 338 by Aspen Developers. Aspen has filed a letter of protest indicating that F.W. Carson failed to bring three signed addenda documents and should be considered non-responsive. Council can choose to move forward with the award to F.W. Carson or disqualify the bid from F.W. Carson and direct staff to award the contract to Aspen Developers.

Troy Carson, F.W. Carson Co., presented to the Council all the documentation submitted for the bid process and contests the statement provided by Aspen Developers Letter of Protest that F.W. Carson Co. failed to acknowledge Addendums 1, 2 and 3. He thanked the Council members, the City of Fernley staff and the public attendees for the opportunity to respond to the Bid Solicitation, Letter of Protest.

Kurt Matzoll, Aspen Developers, stated that during the process F.W. Carson failed to include the three issued addendas signed. Each addendum clearly states that they shall be signed and attached to the bid and they were not.

Derek Starkey, City Engineer, stated that the city's actual bid documents did not require them to be submitted, they are not included in the listing of what needs to be submitted. RCI, the city's engineering consultant, issued the addendum and their letter stated that they need to be signed and submitted with the bid. There was a conflict between what the City was looking for and what RCI was issuing out to bidders.

Councilman Ryan Hanan wanted to be clear that the staff's recommendation was to approve F.W. Carson as being sufficiently qualified because they met the requirements. Derek Starkey, City Engineer, stated that it was correct, even without the physical signed copies, they were proactive.

**Motion:** I MOVE TO APPROVE STAFF TO PREPARE CONTRACT FOR CONSTRUCTION OF VILLA PARK WATER AND SEWER REPLACEMENT PROJECT WITH F.W. CARSON AND THAT THEY WERE DEEMED RESPONSIVE. **Action:** Approved. **Moved by:** Councilwoman Felicity Zoberski, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

#### 9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilwoman Fran McKay would like a comparison with other city's water rates put on the agenda in February.

#### 10. PUBLIC FORUM

None

#### 11. ADJOURNMENT

The next City Council meeting is December 20, 2023, at 5:00 pm.

There being no further business to come before it, the Fernley City Council meeting adjourned at 5:58 pm.

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

AYES \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Neal E. McIntyre

\_\_\_\_\_  
City Clerk Kim Swanson

## Report Criteria:

License.Status = "Active"

Business.Orignation date = 11/30/2023-12/13/2023

| Business Name                     | Name                 | Location                    | Location City | Location State | Location Zip | Business Tel | Description        | Occupation                      |
|-----------------------------------|----------------------|-----------------------------|---------------|----------------|--------------|--------------|--------------------|---------------------------------|
| SAFE STEP WALK IN TUB LLC         | Ferguson Enterprises | 520 Royal Parkway Suite 100 | Nashville     | TN             | 37214        | 714-373-8545 | Contractor         | Res & Small Commercial (tub/    |
| Imperial Services LLP             | Nicole Pischeda / Ja | 430 Willow Way Apt 20       | Fernley       | NV             | 89408        | 775-443-8965 | Handyman           | Handyman                        |
| CMC Steel Fabricators, Inc        | CMC Steel Fabricato  | 635 Denmark Dr.             | McCarran      | NV             | 89434        | 775-525-3817 | Contractor         | Reinforcing Steel Contractor #  |
| Silver State Site Services        | Anthony Enard        | 12490 Stillwater Way        | Reno          | NV             | 89511        | 775-745-6520 | Portable Restrooms | Portable restrooms and tempor   |
| G.W. Diegel Insurance & Financial | Garrett Diegel       | 150 E. Main St - Suite 210  | Fernley       | NV             | 89408        | 775-835-0100 | Insurance Services | Insurance and financial service |
| Summit Fire & Security LLC        | SFO Holding, Inc.    | 1025 Telegraph Street       | Reno          | NV             | 89502        | 651-251-1844 | Contractor         | Fire Protection Contractor #88  |
| XL Concrete Masonry LLC           | Michael Frazier - CE | 4480 Riviera Ridge Ave.     | Las Vegas     | NV             | 89115        | 702-898-9808 | Contractor         | Concrete & Masonry Contracto    |
| Grand Totals:                     |                      |                             |               |                |              |              |                    |                                 |
|                                   |                      |                             |               |                |              |              |                    | 7                               |

## Report Criteria:

License.Status = "Active"

Business.Orignation date = 11/30/2023-12/13/2023



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: December 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:** Consent  
Motion

**AGENDA ITEM:**

(Possible Action) Possible action regarding a surveying contract with DOWL, LLC to set per-item rates for reviews of planning applications with a map component.

**AGENDA ITEM BRIEF:**

City of Fernley does not have a City Surveyor and must contract out for one. This contract is an agreement for DOWL, LLC to act as our City Surveyor and secure set rates for the rest of Fiscal Year 2023-2024.

**RECOMMENDED MOTION:**

"I move to approve the consent agenda."

**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:**

Request to Discuss

"I move to pull item 2.4 from the consent agenda and place it on the main agenda for discussion with Mayor and Council."

Note: Though no further language has been provided, all motions made in accordance with Fernley City Council

parliamentary procedure are appropriate.

#### **BACKGROUND:**

Our last rate increase for the survey fee that we pass along to planning applicants was in September 2022. In many cases, fees almost doubled. This is due to the fact that we were not paying our existing surveyor anything close to the market rate for their services. Applicant projects were being completely halted because we could not get a review of applicable documents.

Since increasing the surveying rate, the general application review response time has decreased to approximately a month for smaller reviews and two for larger reviews, such as a final map. Our developers have still indicated frustration that items are taking so long; further, staff still runs the risk of missing application processing statutory deadlines outlined in NRS 278 for 30-day items such as Reversions to Acreage and Boundary Line adjustments.

Planning Staff has worked in conjunction with DOWL to establish a set of rates that will incentivize them to return their initial review within 10 business days or fewer, and any re-reviews within 5 business days or fewer. Both the rates and the processing time are addressed within this contract. Staff feels that this is the best option to reduce application processing times. Further, many developers have indicated that processing time delays are often more costly to them than an increased application fee.

#### **RELEVANT LAWS, STATUTES, AND REGULATIONS:**

##### General

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

#### **FINANCIAL IMPLICATIONS:**

N/A

#### **ATTACHMENTS:**

1. Survey Rate Comparison
2. DOWL Contract

## Survey Fee Comparison

| Application Type                          | August-22            | September-22        | December-23                        |
|-------------------------------------------|----------------------|---------------------|------------------------------------|
| Annexation                                | \$650                | \$1,000             | \$1,600                            |
| Type I and II Vacations                   | \$600                | \$750               | \$1,450                            |
| Map Amendment                             | \$650                | \$1,000             | \$1,450                            |
| Boundary Line Adjustment                  | \$650                | \$1,500             | \$2,100                            |
| Certificate of Amendment                  | \$650                | \$750               | \$850                              |
| Final Division of Land into Large Parcels | \$650                | \$1,500             | \$2,100                            |
| Final Parcel Map                          | \$650                | \$1,500             | \$2,100                            |
| Reversion to Acreage                      | \$650                | \$1,000             | \$1,300                            |
| Roadway Dedication                        | \$650                | \$750               | \$1,450                            |
| Final Subdivision Map                     | \$900                | \$2,500             | \$2,600 + \$20/lot                 |
| <b>Average Review Turnaround</b>          | <b>MANY Months *</b> | <b>1 - 2 Months</b> | <b>Guaranteed 10 business days</b> |

\* Note: Here, we were not paying adequately and were essentially fired as a client

# CONTRACT

## Contract for Professional Surveying Services

A contract between:

City of Fernley  
595 Silver Lace Boulevard  
Fernley, NV 89408

and

DOWL, LLC  
5510 Longley Lane  
Reno, NV 8951

WHEREAS Nevada Revised Statutes ("NRS") Chapter 266.085 authorizes the City of Fernley, Nevada (the "City") to contract and be contracted with; and

WHEREAS the services of DOWL, LLC (the "Contractor") are both necessary and in the best interests of the City;

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

1. **REQUIRED APPROVAL.** This contract for services of an 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 date of adoption by City Council until the 30<sup>th</sup> day of June, 2024. This contract shall automatically renew beginning July 1, 2024, and renew on an annual basis on the 1<sup>st</sup> day of July each year, unless one party notifies the other party of intent to cancel or renegotiate the contract 90 day to a new renewal date in writing.
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 mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the addresses specified herein.

Notice for the City  
shall be sent to:

City of Fernley  
Planning Department  
595 Silver Lace Boulevard  
Fernley, NV 89408

Notice for the Contractor  
shall be sent to:

DOWL  
Survey Department  
5510 Longley Lane  
Reno, NV 89511

## CONTRACT

### Contract for Professional Surveying Services

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 Attachment A.
7. **ATTACHMENTS**. This Contract also incorporates the following attachments (the "Attachments"):
  - ATTACHMENT B: Fee Schedule
  - ATTACHMENT C: Schedule of Services
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 AND 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 and 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. 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. 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.

# CONTRACT

## Contract for Professional Surveying Services

### 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. **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.
- c. **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.
- d. **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 (20).
  - 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).

# CONTRACT

## Contract for Professional Surveying Services

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. **ATTORNEY'S 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. 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.

# CONTRACT

## Contract for Professional Surveying Services

### 15. **INDEMNIFICATION (CONTINUED).**

- 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) participation in any group insurance plans available to employees of the City; (3) participation or contributions by either Contractor or the Public Employees Retirement System; (4) accumulation of vacation leave or sick leave; or (5) 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. **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.

# CONTRACT

## Contract for Professional Surveying Services

18. **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.
19. **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.
20. **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.
21. **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.
22. **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.

## CONTRACT

### Contract for Professional Surveying Services

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 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.
24. **STANDARD OF CARE**. Contractor represents that all services, deliverables, and/or work product under this Contract shall be completed 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; 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.
25. **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.
26. **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.

# CONTRACT

## Contract for Professional Surveying Services

27. **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.
28. **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.
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 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.
30. **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.
31. **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.

## CONTRACT

### Contract for Professional Surveying Services

32. **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.
33. **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.

**REMAINDER OF PAGE PURPOSEFULLY LEFT BLANK.**

## CONTRACT

### Contract for Professional Surveying Services

34. **ACKNOWLEDGEMENT 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

Benjamin Marchant

Telephone: 775-784-9800

\_\_\_\_\_  
BENJAMIN MARCHANT, CITY MANAGER

DATED: \_\_\_\_\_

#### **CITY ATTORNEY**

City of Fernley

Aaron Mouritsen

Telephone: 775-784-9860

\_\_\_\_\_  
AARON MOURITSEN, CITY ATTORNEY

DATED: \_\_\_\_\_

#### **PLANNING DEPARTMENT**

City of Fernley

Michele Rambo

Telephone: 775-784-9810

\_\_\_\_\_  
MICHELE RAMBO, PLANNING DIRECTOR

DATED: \_\_\_\_\_

## CONTRACT

### Contract for Professional Surveying Services

#### CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of December 20, 2023, 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: \_\_\_\_\_

#### ATTEST:

\_\_\_\_\_  
KIM SWANSON, CITY CLERK

DATED: \_\_\_\_\_

## **CONTRACT**

### Contract for Professional Surveying Services

George Nicholas agrees that DOWL, LLC is the Contractor and that George Nicholas is authorized to enter into a contract on DOWL's behalf, has read the foregoing contract, and understands the terms, conditions, and requirements thereof.

#### CONTRACTOR

DOWL, LLC

Business License #: BL23-6588

5510 Longley Lane

Reno, NV 89408

#### CONTRACTOR REPRESENTATIVE

George Nicholas

Survey Department Manager

Professional Land Surveyor

775-851-4788

gnicholas@dowl.com

---

GEORGE NICHOLAS, SURVEY DEPARTMENT MANAGER

DATED: \_\_\_\_\_

# **CONTRACT**

## **Contract for Professional Surveying Services**

### **Attachment A – Scope of Work**

Contractor shall review specific types of land division and land development applications and maps, legal descriptions, and related documents to advise the City of Fernley Planning Department whether the submitted documents match all currently recorded documents. Contractor shall review all land records and other sources of information that may relate to the property to provide professional advice to the Planning Department regarding any necessary corrections. Once all corrections have been completed, the Contractor shall provide a final approval of the application and map. Contractor shall be responsible for applying the seal of a Professional Land Surveyor and signing as City Surveyor for all documents reviewed by contractor that require it.

The preferred method of document certification is electronic; however, City reserves the right to request physical sealing and signature of documents. City will either mail documents to Contractor at City's expense or arrange an in-person appointment at either the Contractor's offices or, if Contractor consents, at Fernley City Hall.

# CONTRACT

## Contract for Professional Surveying Services

### Attachment B – Fee Schedule

The following list of project types will be submitted to Contractor for professional review. The costs for initial review, first resubmittal review, and finalization (survey seal and signature as required) of each project type shall be as follows:

|                                                   |                        |
|---------------------------------------------------|------------------------|
| Annexation:.....                                  | \$1,600                |
| Abandonment: .....                                | \$1,450                |
| Amended Map: .....                                | \$1,450                |
| Boundary Line Adjustment: .....                   | \$1,500                |
| Certificate of Amendment: .....                   | \$ 850                 |
| Division of Land into Large Parcels, Final: ..... | \$2,100                |
| Parcel Map, Final:.....                           | \$2,100                |
| Reversion to Acreage:.....                        | \$1,300                |
| Roadway Dedication:.....                          | \$1,450                |
| Subdivision Map, Final: .....                     | \$2,600 + \$20 per lot |

The Contractor shall charge all revisions past the first revision, and all work for the City that cannot be tied to an existing project, at the rates listed on Contractor's "Nevada Fee Schedule, Effective July 2, 2023", which is attached to this exhibit. The Contractor shall verify with the City before conducting any work requested by a third party on the City's behalf that will incur additional fees beyond the agreed upon project fee, such as questions from a City applicant surveyor, before conducting such work.

Invoices shall be submitted to the City of Fernley one time per month. Invoices shall be emailed to City of Fernley Planning Department at [planning@cityoffernley.org](mailto:planning@cityoffernley.org) and shall be itemized separately than other services provided for City of Fernley from Contractor. City agrees to pay all invoices within 30 days of receipt.

# CONTRACT

## Contract for Professional Surveying Services

### Attachment C – Schedule of Services

If Contractor fails to return a complete review to City within the deadlines stipulated below greater than three times per calendar year, or any one review is delayed more than seven calendar days, City reserves the right to terminate this contract and seek services from another Contractor. The City shall not be liable for paying fees due for any outstanding reviews that City must submit to another Contractor for expedient review. Upon terminating this contract, City shall still be responsible for paying any outstanding fees due for other outstanding projects completed by Contractor within the agreed upon review period in attachment C.

Initial Review ..... 10 business days

Re-review ..... 5 business days

Business days are defined as 24-hour periods during which City Hall is open during regular business hours. Regular business hours are Monday – Friday, 8 AM to 5 PM, excepting federal and state holidays. A list of holidays observed by City Hall, from City of Fernley Personnel Manual, is attached to this exhibit.



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: December 20, 2023**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Salvador Pleitez

**FINANCIAL IMPACT:**

Yes:X

No:

**CURRENTLY BUDGETED:**

Yes:X

No:

**FUND/ACCOUNT:**

Sewer 520-166100; Water 510-166100, Pavement 100-475-730

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

Possible action to approve a contract with F.W. Carson Construction for the Villa Park Water and Sewer Replacement Project in the amount not to exceed \$2,988,447.10 with a 3% contingency of \$89,660.00 for a total amount of \$3,078,107.10.

**AGENDA ITEM BRIEF:**

Staff is seeking approval to execute a contract for Construction of the upcoming Rehabilitation Project at the Villa Park. F.W. Carson, Co. Construction is the apparent low bidder and has the necessary experience to complete the work as outlined in the scope of the project.

**RECOMMENDED MOTION:**

"I move to approve the contract with F W Carson, Co in the amount not to exceed \$2,988,447.10 for the construction services for the proposed improvements for the Rehabilitation of the Villa Park plus a 3% contingency of \$89,660.00 for a total amount of \$3,078,107.10."

**BUSINESS IMPACT (per NRS Chapter 237):**

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

**See attached report for background, analysis, alternatives.**

**ALTERNATIVES:**

The Council may decide not to approve the consent motion and provide direction to the City Manager and staff

on how to proceed with the improvements needed at this facility.

**BACKGROUND:**

The project will replace the water mains, valves, and meter services for the City-owned portion of the Villa Park subdivision. This includes Villa Way, Randon Court and a portion of Parkland Way. The project will also replace the remaining sewer mains and service laterals that were not replaced during the City's last project within the park. Storm drain improvements as well as new pavement will be installed as well.

The project was advertised and bid per Nevada Revised Statutes 338 and the apparent low bidder was FW Carson Construction.

The project is tentatively scheduled to begin in January of 2024.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

NRS 338 - Public Works

**FINANCIAL IMPLICATIONS:**

The funding for this Construction Project was approved previously by the City Council for the 2020/2021 Budget and has been included in the current budget for fiscal year 2021/2022. The funding will be financed from the Sewer Enterprise Fund under item 520-166100, Water Enterprise Funds 510-166100, and General Fund 100-475-730.

**ATTACHMENTS:**

1. F W Carson Co Contract
2. Bid Docs\_FW Carson Co
3. 2022-09-22 Ltr Pleitez 21-349.1F City of Fernley PC-ca L9-24

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

THIS AGREEMENT is by and between City of Fernley ("Owner") and  
F.W. Carson, Co

("Contractor"). Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents.* The Work generally includes but is not limited to: Repair, demolish, and reconstruct portions of the West Lift Station and the surrounding infrastructure. The work generally includes gravity flow bypass piping and pumping, manhole replacement, gravity main replacement, water line and water service replacement, pavement replacement, storm drain pipes and detention basin construction.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Villa Park Pavement, Sewer, Storm & Water Replacement.**

**ARTICLE 3 – ENGINEER**

3.1 The Project has been designed by **Resource Concepts, Inc. (RCI).**

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

**ARTICLE 4 – CONTRACT TIMES**

**4.1 *Time of the Essence***

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

**4.2 *Contract Times: Days***

A. The Work will be substantially completed within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions **within 150** days after the date when the Contract Times commence to run.

**4.3 *Liquidated Damages***

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

## **ARTICLE 5 – CONTRACT PRICE**

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

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

## **ARTICLE 6 – PAYMENT PROCEDURES**

### **6.1 Submittal and Processing of Payments**

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

### **6.2 Progress Payments; Retainage**

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.3 *Final Payment*

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

## **ARTICLE 7 – NOT USED**

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.1 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive).
  - 3. Payment bond (pages 1 to 4, inclusive).
  - 4. Other bonds. None
  - 5. General Conditions (pages 1 to 66, inclusive).
  - 6. Supplementary Conditions (pages 1 to 12, inclusive).
  - 7. Lyon County Prevailing Wage Rates
  - 8. Provisions of Nevada Revised Statute Chapter 338 (00 52 14)
  - 9. City of Fernley Division of Safety Form (00 52 15)
  - 10. Specifications as listed in the table of contents of the Project Manual including Appendix A.
  - 11. Drawings (not attached but incorporated by reference).
  - 12. Addenda (numbers 1 to 3, inclusive).
  - 13. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (00 41 00-1 thru 6, 00 44 00-1 thru 2, and 00 45 13-1 thru 3)
  - 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.1 Terms**

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

## *10.2 Assignment of Contract*

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

## *10.3 Successors and Assigns*

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

## *10.4 Severability*

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

## *10.5 Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## 10.6 Other Provisions

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.
- B. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, P.L. 93-112, as amended, the age discrimination Act of 1975 and any relevant program-specific regulations (including those with anti-discrimination requirements), and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity or expression, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). Such agreement shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

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

This Agreement will be effective on December 20, 2023 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

Title: Mayor

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Clerk

Title: \_\_\_\_\_

Address for giving notices:

City of Fernley

595 Silver Lace Boulevard

Fernley, NV 89408

Address for giving notices:

F.W. Carson Co.

1034 Tahoe Blvd

Incline Village, NV 89451

License No.: \_\_\_\_\_  
(where applicable)

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++

# Bid Form

**Proposal To**  
**CITY OF FERNLEY**  
— for the —  
**CITY OF FERNLEY**  
**VILLA PARK PAVEMENT, SEWER, STORM, & WATER REPLACEMENT**

*Public Works Project Identifying Number* **LY-2024-027**

|                          |                                            |                 |              |
|--------------------------|--------------------------------------------|-----------------|--------------|
| <b>Name of Bidder:</b>   | F.W. Carson Co.                            |                 |              |
| <b>Business Address:</b> | 1064 Tahoe Blvd. Incline Village, NV 89451 |                 |              |
|                          |                                            |                 |              |
| <b>Phone No.</b>         | 775-831-5008                               | <b>Fax No.:</b> | 775-831-5068 |
| <b>E-mail Address:</b>   | office@fwcarsonco.com                      |                 |              |

**TO: City of Fernley:**

Pursuant to and in compliance with your notice inviting sealed proposals (bids) and the other documents relating thereto, including Addenda No. 1 to 3, the undersigned Bidder, having familiarized himself with the terms of the contract document, local conditions affecting the performance of the contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanship like manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, on file in the office of the OWNER for the prices hereinafter set forth.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that his proposal is made without collusion with any persons, firms, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract and that he will accept in full payment thereof the following prices, according to the attached Bid Schedule.

The following documents are attached to and made a condition of this Bid:

- A. Bid Schedule ✓
- B. Statement of Bidder's Experience and Financial Qualifications ✓
- C. List of Subcontractors ✓
- D. Bid Bond ✓
- E. NRS 338.0117 Affidavit ✓

# Bid Form: Bid Schedule

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City of Fernley Villa Park Pavement, Sewer, Storm, & Water Replacement

The following completed Bid Schedule represents the CONTRACTOR's proposal for the cost of project improvements as described by the Project Improvement Plans and Contract Documents.

# Bid Form: [REVISED 3] Bid Schedule

## City of Fernley Villa Park Pavement, Sewer, Storm, & Water Replacement

The following completed Bid Schedule represents the CONTRACTOR's proposal for the cost of project improvements as described by the Project Improvement Plans and Contract Documents.

| Item # | Description                                                             | Est. Quantity | Unit | Unit Price   | Total Price  |
|--------|-------------------------------------------------------------------------|---------------|------|--------------|--------------|
| 1      | Mobilization/Demobilization                                             | 1             | LS   | \$72,800.00  | \$72,800.00  |
| 2      | Earthwork                                                               | 3,317         | CY   | \$154.00     | \$510,818.00 |
| 3      | Traffic Control                                                         | 1             | EA   | \$115,800.00 | \$115,800.00 |
| 4      | Notification of Residents <sup>1</sup>                                  | 1             | LS   | \$9,000.00   | \$9,000.00   |
| 5      | Sawcut – AC Paving                                                      | 427           | LF   | \$3.90       | \$1,665.30   |
| 6      | Temporary Erosion Control                                               | 1             | LS   | \$11,500.00  | \$11,500.00  |
| 7      | Demolition 48" SS Manhole                                               | 8             | EA   | \$4,100.00   | \$32,800.00  |
| 8      | Demolition & Disposal 8" ACP Sewer                                      | 1             | LS   | \$25,300.00  | \$25,300.00  |
| 9      | New 48" SS Manhole Installation                                         | 8             | EA   | \$11,200.00  | \$89,600.00  |
| 10     | 8" SDR35 PVC w/ fittings, trench, and backfill                          | 1,580         | LF   | \$170.00     | \$268,600.00 |
| 11     | Bypass Pumping w/ Temporary Connections <sup>2</sup>                    | 1             | LS   | \$50,000.00  | \$50,000.00  |
| 12     | Reconnection of Sewer Laterals <sup>2</sup>                             | 1             | LS   | \$49,400.00  | \$49,400.00  |
| 13     | Abandon 12" ACP Water                                                   | 1             | LS   | \$5,800.00   | \$5,800.00   |
| 14     | Abandon 6" ACP Water                                                    | 1             | LS   | \$3,100.00   | \$3,100.00   |
| 15     | 12" C900 PVC w/ fittings, trench, and backfill                          | 1,152         | LF   | \$214.00     | \$246,528.00 |
| 16     | 6" C900 PVC w/ fittings, trench, and backfill                           | 1,580         | LF   | \$119.00     | \$188,020.00 |
| 17     | 1" Water Meter & Meter Box                                              | 42            | EA   | \$2,700.00   | \$113,400.00 |
| 18     | 1" Water Service                                                        | 42            | EA   | \$3,200.00   | \$134,400.00 |
| 19     | Gate Valve w/ valve box                                                 | 15            | EA   | \$5,100.00   | \$76,500.00  |
| 20     | Air Release Valve w/ valve box                                          | 3             | EA   | \$8,400.00   | \$25,200.00  |
| 21     | Permanent Flush Valve Assembly                                          | 1             | EA   | \$10,300.00  | \$10,300.00  |
| 22     | New line in service (w/ testing & disinfecting)                         | 1             | LS   | \$10,800.00  | \$10,800.00  |
| 23     | 8" Type 2, Class B, Aggregate Base                                      | 97,696        | SF   | \$2.40       | \$234,470.40 |
| 24     | 3" AC Paving                                                            | 97,696        | SF   | \$3.20       | \$312,627.20 |
| 25     | Reconnect Sanitary Sewer Lateral & Sanitary Sewer Clean Out Replacement | 8             | EA   | \$3,100.00   | \$24,800.00  |

| Item #                                                                                                              | Description                          | Est. Quantity | Unit | Unit Price    | Total Price     |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------|------|---------------|-----------------|
| 26                                                                                                                  | P.C.C. Valley Gutter                 | 3,527         | SF   | \$ 21.00      | \$ 74,067.00    |
| 27                                                                                                                  | Curb & Gutter                        | 104           | LF   | \$ 61.00      | \$ 6,344.00     |
| 28                                                                                                                  | Storm Drain Curb Inlet               | 2             | EA   | \$ 5,100.00   | \$ 10,200.00    |
| 29                                                                                                                  | Storm Drain Manhole                  | 2             | EA   | \$ 13,400.00  | \$ 26,800.00    |
| 30                                                                                                                  | 18" HDPE Storm Drain Pipe            | 112           | LF   | \$ 215.00     | \$ 24,080.00    |
| 31                                                                                                                  | 18" Flared End Section               | 1             | EA   | \$ 1,700.00   | \$ 1,700.00     |
| 32                                                                                                                  | 12" CMP Storm Drain Pipe             | 137           | LF   | \$ 125.00     | \$ 17,125.00    |
| 33                                                                                                                  | 12" Flared End Section               | 1             | EA   | \$ 1,200.00   | \$ 1,200.00     |
| 34                                                                                                                  | Farm District Road Trenching         | 203           | CY   | \$ 63.00      | \$ 12,789.00    |
| 35                                                                                                                  | Retention Basin Earthwork            | 393           | CY   | \$ 94.00      | \$ 36,942.00    |
| 36                                                                                                                  | 12" Median Dia. Rip-Rap              | 1             | LS   | \$ 4,400.00   | \$ 4,400.00     |
| 37                                                                                                                  | Farm District Road 6" Pavement Patch | 535           | SF   | \$ 18.00      | \$ 9,630.00     |
| 38                                                                                                                  | Farm District Road 2" Mill & Overlay | 1,211         | SF   | \$ 9.20       | \$ 11,141.20    |
| 39                                                                                                                  | Striping                             | 1             | LS   | \$ 7,300.00   | \$ 7,300.00     |
| 40                                                                                                                  | Guard Rail Removal & Replacement     | 1             | LS   | \$ 5,700.00   | \$ 5,700.00     |
| 41                                                                                                                  | Cold Patch                           | 1             | LS   | \$ 116,000.00 | \$ 116,000.00   |
| <b>TOTAL BASE BID:</b>                                                                                              |                                      |               |      |               | \$ 2,988,647.10 |
| <sup>1</sup> Notification of residents assumes Contractor coordination with City, signage, & mailings to residents. |                                      |               |      |               |                 |
| <sup>2</sup> Bypass pumping & reconnection of sewer laterals to be coordinated between Contractor & City.           |                                      |               |      |               |                 |

*Total for  
schedule  
in words:*

Two Million Nine Hundred Eighty Eight Thousand Six Hundred Forty Seven Dollars and Ten Cents

Two Million Nine Hundred Eighty Eight Thousand Six Hundred Forty Seven Dollars

***Dollars***

***And ten***

***Cents***

– End of Schedule –

**NOTE:** Please indicate if you are requesting bidding preference and have attached your certificate of eligibility and Affidavit to receive bidding preference.

YES ☒ NO ☐

**NOTE:** CONTRACTOR certifies that all work for this project will comply with the Nevada Labor Commissioner Apprenticeship Utilization Act.

INITIAL AC



# NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
8400 WEST SUNSET ROAD, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: **BPC-03-01-02-0240**

**F W CARSON CO** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: **0044726** ORIGINAL ISSUE DATE: **07/01/1997** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **AUGUST 1, 2023** AND EXPIRES ON **JULY 31, 2024**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



  
**SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR** **DATE** **7.26.2023**  
**FOR MARGI A. GREIN, EXECUTIVE OFFICER**

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

see attached

**STATEMENT OF BIDDER'S EXPERIENCE AND FINANCIAL QUALIFICATIONS**  
RELATED PROJECTS COMPLETED IN PAST FIVE YEARS

| Name, Location and<br>Description of Project OWNER | Design<br>ENGINEER | Date<br>Completed | Contract<br>Price | Reference/Contact<br>Include Address & Phone |
|----------------------------------------------------|--------------------|-------------------|-------------------|----------------------------------------------|
|                                                    |                    |                   |                   |                                              |
|                                                    |                    |                   |                   |                                              |
|                                                    |                    |                   |                   |                                              |
|                                                    |                    |                   |                   |                                              |
|                                                    |                    |                   |                   |                                              |
|                                                    |                    |                   |                   |                                              |
|                                                    |                    |                   |                   |                                              |



## GENERAL ENGINEERING CONTRACTORS

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### **Reference – Current and Completed Major Projects**

2016-2023

**Public Safety Center – Public Sector**

911 Kuenzli St. Reno, NV – Jenn McQuarrie (775)870-2542

Project Manager: Kyle LaFave

Superintendent: Carl Walker Foreman: Rigo Barajas

Scope: Demo, Earthwork, Utilities, Paving

Current Contract \$3,222,220.00

Projected Start Date: February 2023, (weather permitting) Projected completion: September 2023

**Minden Stormwater Decant Facility – Public Sector**

1120 Airport Rd. Minden, NV 89423 – Courtney Walker (775)782-6215

Project Manager: Skye Colling

Superintendent: Carl Walker Foremen: Armando Orozco, Manuel Quezada

Scope: Site Work, Utilities, Grading, Concrete, Paving

Current Contract \$383,318.00

Projected Start Date: February 2023, (weather permitting) Projected completion: April 2023

**RACC Downtown Sidewalks – Public Sector**

200 N. Stewart St. Carson City, NV – Jeff Freeman (775)283-7094

Project Manager: Matt Mangalin

Superintendent: Carl Walker Foreman: Chris Hamlin

Scope: Concrete and asphalt demo, grading, utilities, concrete, paving

Current Contract \$358,513.00

Start Date: 11/1/22 Estimated Completion: February 2023 (weather permitting)

**Incline Village Community Hospital – Public Sector**

880 Alder Dr. Incline Village, NV 89451 – Dylan Crosby (775)737-8558

Project Manager: Andy Good/Troy Carson

Superintendent: Carl Walker / Foreman: Chris Hamlin

Scope: Site Improvements for a new parking lot, landscaping, irrigation and planting.

Current Contract \$749,949.00

Start Date: 6/20/22 Substantial Completion: 10/31/22



## GENERAL ENGINEERING CONTRACTORS

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### **Oak Angle, LLC (Lumberyard) – Private Sector**

1054 Tahoe Blvd. Incline Village, NV 89451

Sub to RJ Dailey : Aaron Ackerman - (831) 809-4922

Project Manager: Skye Colling / Project Foreman: Richard Cox

Superintendent: Carl Walker

Scope: Demolition, grading, utilities, excavation, paving, BMPs, rock retaining wall, shoring

Current Contract \$2,141,073.00

Start Date: 5/13/22 (pause for winter 10/15/22-5/1/22) Estimated Finish Date: October 2023

### **Indigo Violet / Oak Angle, LLC – Private Sector**

949 Lakeshore Blvd., Incline Village, NV 89451

Sub to RJ Dailey : Aaron Ackerman - (831) 809-4922

Project Manager: Matt Mangalin / Superintendent: Carl Walker

Scope: Building demolition, excavation, shoring, structural excavation, BMPs

Current Contract \$1,593,520.00 Start Date: 4/13/22 Projected Completion: August 2023

### **Valley Road Multi-Family – Private Sector**

0 Valley Road Reno, NV 89512

Sub to Plenum Builders: Tom Stoddard (775) 842-7314

Project Manager: Kyle LaFave / Project Foremen: Chris Hamlin, Rigo Barajas

Superintendent: Carl Walker

Scope: Temp BMP's, demolition, earthwork, structural excavation, base & vapor barrier under the SOG, underground utilities, base under site concrete & asphalt, and asphalt paving.

Current Contract \$2,228,836.00 Start Date 3/1/22 Projected Completion: April 2023 weather permitting

### **Lake Tahoe Community College Remodel - Efficiency / Science Modernization – Private Sector**

One College Drive South Lake Tahoe, CA

Sub to Bobo Construction: Chris Bobo (916) 383-7777

Project Manager: Matt Mangalin / Foreman: Chris Hamlin

Superintendent: Carl Walker

Scope: Temp BMP's, demolition, earthwork, excavation for site walls, base under concrete & asphalt and asphalt paving.

Current Contract: \$1,130,816.00 Start Date: 4/25/2022 Projected Completion: July 2023



## GENERAL ENGINEERING CONTRACTORS

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### **Alpine Meadows Mid Station – Private Sector**

Owner: Palisades Tahoe (formerly Squaw Valley-Alpine Meadows)

1960 Squaw Valley Rd., Olympic Valley, CA 96146

Subcontractor to Plenum Builders: Tom Stoddard (775) 842-7314

Project Manager: Kyle LaFave / Project Foreman: Rigo Barajas

Superintendent: Carl Walker

Scope: Temp BMP's, tree stump removal, earthwork, underground utilities, base under the slab on grade, permanent BMP's and rock excavation

Final Contract: \$1,918,451.00 Start Date: 7/23/21 Projected Completion: September 2023

### **Squaw Valley Base Station – Private Sector**

Owner: Palisades Tahoe (formerly Squaw Valley-Alpine Meadows)

1960 Squaw Valley Rd., Olympic Valley, CA 96146

Subcontractor to Plenum Builders: Tom Stoddard (775) 842-7314

Project Manager: Kyle LaFave / Project Foreman: Rigo Barajas

Superintendent: Carl Walker

Scope: Temp. BMP's, earthwork, underground utilities, retaining wall excavation, base under the site concrete & pavers, base under the asphalt paving, asphalt paving & drip lines

Final Contract: \$1,936,115.50 Start Date: 8/9/21 Projected Completion: September 2023

### **Lake Tahoe Schools Gate & Fence Replacement Project – Private Sector**

Owner: Lake Tahoe School Point of Contact : Bob Graves (775)548-6182

995 Tahoe Blvd., Incline Village, NV

Project Manager: Matt Mangalin / Project Foreman: Carl Walker

Scope: Temp BMP's, demolition, structural excavation, concrete sidewalk & curb, automatic gate & fence and asphalt paving and striping

Current Contract \$727,544.53 Start Date: 5/1/22 Projected Completion: February 2023 (weather permitting)

### **Mountain Golf Course Cart Path Improvements – Public Sector**

Owner: Incline Village General Improvement District

893 Southwood Blvd. Incline Village, NV 89451

Project Manager – Troy Carson / Project Foreman: Rodney Murray

Scope: Reconstruction of an existing asphalt cart path.

Final Contract: \$414,918.00 Start Date: 9/21/21 Finish Date: 11/3/21



## GENERAL ENGINEERING CONTRACTORS

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### **Legacy Trail – Brockway Road Multi-Use Trail Connector – Public Sector**

Owner: Town of Truckee, CA – Point of Contact: Jessica Thompson – (530)582-2938

10183 Truckee Airport Road Truckee, CA 96161

Project Manager: Kaveh Mansoor / Project Foreman: Chris Hamlin / Super: Doug Whipple

Scope: Construction of an asphalt paved multi-use trail including grading, storm drain improvements, rock & concrete retaining walls, sidewalks, railings and striping & signage

Final Contract \$ 2,370,784.14 Start Date: 6/7/21 Finish Date: 11/4/21

### **Mammoth Elementary School Addition/Modernization - Public Sector**

Owner: Mammoth Unified School District

1500 Meridian Blvd. Mammoth Lakes, CA 93546

Subcontractor to SierraCon – Josh Merkow [jmerkow@sierracon.biz](mailto:jmerkow@sierracon.biz) (530) 307-8898

Project Manager: Andy Good / Project Foremen: Chris Hamlin, Rodney Murray & Rigo Barajas

Superintendent: Troy Carson

Scope: Earthwork for a new addition, including site utilities, base & paving

Final Contract \$ 2,122,219.00 Start Date: 5/19/20 Finish Date: Substantial Completion 8/31/21

### **Mammoth Middle School Classroom Addition – Public Sector**

Owner: Mammoth Unified School District

1600 Meridian Blvd. Mammoth Lakes, CA 93546

Subcontractor to SierraCon – Bridgette Toy [btov@sierracon.biz](mailto:btov@sierracon.biz) (650) 576-1114

Project Manager: Andy Good / Project Foremen: Rodney Murray & Rigo Barajas

Superintendent: Troy Carson

Scope: BMP's, site demolition, excavation / backfill, aggregate base, vapor barrier, underground utilities and asphalt paving & base

Final Contract \$293,444.00 Start Date: 6/21/21 Finish Date: Substantial Completion 8/31/21

### **Fleur du Lac Waterline Repair – Private Sector**

Owner: Fleur du Lac – Point of Contact: John Jackson (775) 690-7789

4000 West Lake Blvd., Homewood, CA

Project Manager: Matt Mangalin, Todd Carson / Project Foreman: Sam Hall

Superintendent: Troy Carson

Scope: Water line replacement for (6) units including horizontal boring for (3)

Final Contract \$ 99,729.50 Start Date: 4/28/21 Finish Date: 5/18/21



## GENERAL ENGINEERING CONTRACTORS

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### **Nevada SR-88 Box Culvert Project – Public Sector**

Owner: Douglas County Public Works

P.O. Box 218 Minden, NV 89423

Contact: Reid Kaiser, P.E., Transportation Manager (775) 337-4704 / (775) 229-5509 [reid.kaiser@hdrinc.com](mailto:reid.kaiser@hdrinc.com)

Project Manager: Kyle LaFave / Traffic Control Construction Manager: Matt Mangalin

Project Foremen: Chris Hamlin, Rigo Barajas, Rodney Murray

Construction Manager: Doug Whipple / Superintendant: Troy Carson

Scope: Installation of 4 cell 14' x 6' x 76' precast box culvert, construction of a new flow channel, utility relocation, headwall construction, dewatering, 165 feet of pavement repair, grading, paving, SWPPPs, traffic control

Final Contract \$1,006,770.44

Start Date: 4/5/21

Finish Date: 6/4/21

### **580 Edgewood Pump House**

Owner: The Cherif A. Bondjakdji Trust

580 Edgewood Dr. Stateline, NV 89449

Sub to Covenant Builders – Scott Hamann – [covenantbuilders1@hotmail.com](mailto:covenantbuilders1@hotmail.com) – (775) 741-1892

Project Manager/Superintendant: Troy Carson / Project Foreman: Sean Quinn

Scope: Temp BMP's, tree removal, grading, partial utilities, base under the curb & gutter, curb & gutter, gravel cap and rock walls

Final Contract \$343,003

Start Date: 4/27/21

Finish Date: 6/29/21

### **Hyatt Regency Lake Tahoe Outdoor Grill Project – Private Sector**

Owner: Hyatt Equities

Owner: Hyatt Equities

998 Lakeshore Blvd. Incline Village, NV

Sub to SierraCon - Josh Merkow [jmerkow@sierracon.biz](mailto:jmerkow@sierracon.biz) (530) 307-8898

Project Manager: Andy Good / Project Foreman: Rigo Barajas / Superintendant: Troy Carson

Scope: Demolition, earthwork, underground utilities, structural excavation and base prep

Final Contract \$531,757.00

Start Date: 4/26/21 (no work in winter) Finish Date: 5/31/22



## GENERAL ENGINEERING CONTRACTORS

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### **Hyatt Regency Lake Tahoe – Electrical Trench & Backfill / Lone Eagle & Cottages BMP Retrofit**

Private Sector

Owner: Hyatt Equities

998 Lakeshore Blvd. Incline Village, NV

Sub to SierraCon - Josh Merkow - [jmerkow@sierracon.biz](mailto:jmerkow@sierracon.biz) (530) 307-8898

Project Manager: Andy Good / Project Foreman: Chris Hamlin / Superintendent: Troy Carson

Scope: Electrical excavation and backfill

Final Contract \$719,884.00

Start Date: 5/10/19    Finish Date: 10/31/19

### **Squaw Creek Townhomes – Phase 2A Infrastructure - Private Sector**

Owner: Squaw Creek Associates, LLC.

400 Squaw Creek Road Olympic Valley, CA

Contact person: Kaveh Mansoor - [kaveh@spectrum-cm.com](mailto:kaveh@spectrum-cm.com) – (530) 386-6349

Project Managers: Andy Good/Kyle LaFave    Project Foreman: Rigoberto Barajas

Superintendent: Troy Carson

Scope: Realigning the service road for future townhomes including pavement removal, water, sewer, electrical & communication facilities, storm drain, temporary BMPs, concrete headwall, site grading, rockery wall, concrete curb, asphalt paving, striping, site restoration and temporary erosion control

Final Contract \$3,461,636.00

Start Date: 5/14/19    Finish Date: 5/2020

### **580 Edgewood Dr. Phase 1 - Caretakers Quarters - Private Sector**

Owner: The Cherif A. Bondjadjji Trust

580 Edgewood Dr. Stateline, NV

Sub to Clark & Sullivan – Jarrett Rosenau – [jarrett@clarksullivan.com](mailto:jarrett@clarksullivan.com) – (775) 355-8500

Project Manager: Andy Good / Project Foreman: Chris Hamlin / Superintendent: Troy Carson

Scope: Install underground booster pump, fire service connection, PI & FDC, asphalt paving at the Caretaker's Quarters and from Sta.0+00 – 6+92 and grading at the USFS road

Final Contract \$309,945.00

Start Date: 6/7/19    Finish Date: 11/16/19

The Bidder's attention is directed to Article 17 of the Information for Bidders regarding requirements for listing subcontractors. The Bidder will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work and value of subcontractor's work that exceeds five (5%) percent and one (1%) percent of the total bid amount and will state the firm name, license number, principal location of the mill, shop, or office, and contact information of each. Prime contractor shall list all work to be self-performed.

### List of Subcontractors

| Division of Work or Trade                                          | Firm or Contractor  | % of Contract Responsible for | License Number | Location of Mill or Office                   | Phone/Fax                    |
|--------------------------------------------------------------------|---------------------|-------------------------------|----------------|----------------------------------------------|------------------------------|
| All work not otherwise specified herein as required by NRS 338.141 | F.W. Carson Co.     | 98.1%                         | 0044726        | 1064 Tahoe Blvd<br>Incline Village, NV 89451 | 775-831-5008<br>775-831-5068 |
| concrete                                                           | Morgan Construction | 1.9%                          | 48012B         | 1340 Panther Dr.<br>Reno, NV 89506           | 775-355-0251                 |
|                                                                    |                     |                               |                |                                              |                              |
|                                                                    |                     |                               |                |                                              |                              |
|                                                                    |                     |                               |                |                                              |                              |

Certified By: 

ACCOMPANYING THE PROPOSAL IS: \$ Bidders Bond  
(Insert the words "cash", "Bidder's Bond", or "certified check", as the case may be, in an amount equal to at least five (5%) percent of the total of the bid) payable to the **City of Fernley**.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the OWNER as liquidated damages in case this proposal is accepted by the OWNER, and the undersigned fails to execute a contract with the OWNER as specified in the contract documents accompanied by the required bonds and certificate of insurance coverage. Should the OWNER be required to engage the services of an attorney in connection with the enforcement of this bid, Bidder promises to pay OWNER's reasonable attorney's fees incurred with or without suit.

The Bidder agrees that he will not withdraw his bid for a period of 30 days after the time set for the opening thereof.

The names of all persons interested in the foregoing proposals as Principals are as follows:

**(IMPORTANT NOTICE -** If Bidder or other interested person is a corporation, state legal name of corporation; also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full).

Barbara Carson, President/Secretary/Treasurer  
(Name and Title)

Troy Carson, Vice President  
(Name and Title)

Rian Carson, Vice President  
(Name and Title)

\_\_\_\_\_  
(Name and Title)

1064 Tahoe Blvd. Incline Village, NV 89451  
(Address)

Dated: October 26<sup>th</sup>, 2023

F.W. Carson Co.  
(Bidder)

(SEAL) If Bidder is a corporation,

By: 

Title: Vice President

Phone: 530-214-6273

E-mail: troy@fwcarsonco.com

Corporation organized under the laws of the State of: Nevada

Nevada Contractor's License Number: 0044726

Class: A Gen. Eng.

Expiration Date: 07/31/2024

Licensing Limit: unlimited

**NOTE:** If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts in behalf of the corporation; if Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contract in behalf of the co-partnership, and if the Bidder is an individual, his signature shall be placed above; if a special partnership, the names of the general partners and special partners.

# Bid Form: Bid Bond

City of Fernley

## Villa Park Pavement, Sewer, Storm, & Water Replacement

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

F. W. Carson Co.  
1064 Tahoe Blvd.  
Incline Village, NV 89451

**SURETY (Name and Address of Principal Place of Business):**

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER (Name and Address):**

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

**BID**

Bid Due Date: October 26, 2023

Description (Project Name and Include Location):

Villa Park Pavement, Sewer, Storm & Water Replacement Project in Fernley, CA

**BOND**

Bond Number: N/A

Date (Not earlier than Bid due date): October 16, 2023

Penal sum Five Percent of Total Amount Bid \$ 5% of Bid  
(Words) (Figures)

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

**BIDDER**

F. W. Carson Co. (Seal)

Bidder's Name and Corporate Seal

By:

[Signature]  
Signature

Troy Carson

Print Name

Vice President

Title

Attest:

[Signature]  
Signature

Project Administrator

Title

**SURETY**

The Ohio Casualty Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

[Signature]  
Signature (Attach Power of Attorney)

Alexis Estrada

Print Name

Attorney-In-Fact

Title

Attest:

[Signature]  
Signature

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Placer

On October 16, 2023 before me, K. Hanley, Notary Public  
(insert name and title of the officer)

personally appeared Alexis Estrada  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8210343 - 977442

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alexis Estrada, Dona Lisa Buschmann, Edward D. Johnson, J. Buschmann, Julie A. Shiroma, K. Hanley, Kathy Rangel, Maggie Bender-Johnson, Robert D. Laux

all of the city of Roseville state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of June, 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 28th day of June, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of October, 2023.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

## AFFIDAVIT CERTIFYING COMPLIANCE WITH NRS 338.0117

State of Nevada )

County of Washoe )

I, Troy Carson

do hereby swear under penalty of perjury that the assertions of this affidavit are true.

1. I am an agent for the CONTRACTOR duly authorized to sign documents binding the CONTRACTOR to the provisions herein.
2. I hereby certify that for the duration of the project ("Villa Park Pavement, Sewer, & Water Replacement") the following conditions will be adhered to in order to obtain bidder's preference on the project.
  - a. A least fifty (50%) percent of the workers employed on the public work, including, without limitation, and employees of the CONTRACTOR, applicant, or design-build team and of any subcontractor engaged on the public work, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles of the State of Nevada;
  - b. All vehicles used primarily for the public work will be:
    - i. Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS 706.826; or
    - ii. Registered in the State of Nevada;
  - c. The CONTRACTOR, applicant, or design-build team and any subcontractor engaged on the public work will maintain and make available for inspection within Nevada his/her records concerning payroll relating to the public work.
3. I hereby certify that I understand the penalties set forth in NRS 338.0117 for failure to adhere to the requirements of NRS 338.0117 and that said penalties are incorporated within the agreement with the City of Fernley if awarded the project and receiving preference in bidding.

Dated this 26 day of October, 2023.

Affiant's Signature



Affiant's printed name Troy Carson

Company/Contractor F.W. Carson Co.

Street Address 700 Gaslight Ln

City, State, ZIP Reno, NV 89512

Telephone Number (775) 470-7787

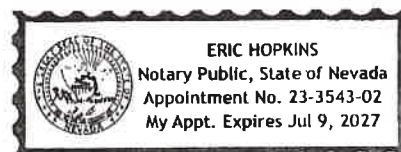
**Subscribed and sworn to before me**

This 26 day of October, 2023

Notary Public Signature



Notary Stamp



## STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**F W CARSON CO**

Licensed since July 01, 1997

License No. **0044726**

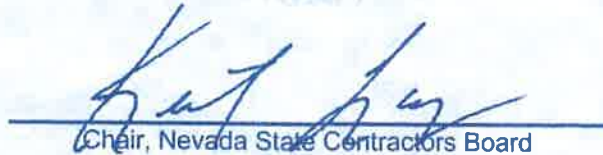
Is duly licensed as a contractor in the following classification(s):

**PRINCIPALS:**

BARBARA CARSON, President, QI  
TROY CARSON, Vice President, QI  
RIAN CARSON, Vice President, QI

**A General Engineering**

LIMIT: Unlimited  
EXPIRES: 07/31/2024

  
Chair, Nevada State Contractors Board



### STATE OF NEVADA CONTRACTORS LICENSE

THIS IS TO CERTIFY THAT THE COMPANY  
LISTED BELOW IS LICENSED IN THE STATE OF  
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

F W CARSON CO  
1064 TAHOE BLVD  
INCLINE VILLAGE, NV 89451

LIC. NO.  
0044726

EXPIRES:  
07/31/2024

LIMIT: Unlimited

Class: A

### STATE OF NEVADA STATE CONTRACTORS BOARD

5390 Kietzke Lane, Suite 102, Reno, Nevada 89511  
8400 West Sunset Road, Suite 150, Las Vegas, Nevada 89113

### POCKET CARD RE-ORDER FORM

Enclosed is \$\_\_\_\_\_ to cover the cost of \_\_\_\_\_ additional  
pocket cards at ten dollars (\$10.00) each.

Firm Name \_\_\_\_\_

License No. \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

F W CARSON CO  
1064 TAHOE BLVD  
INCLINE VILLAGE, NV 89451



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>L/P Insurance Services LLC<br>1000 E. William Street<br>Suite 119<br>Carson City NV 89701                                    | <b>CONTACT NAME:</b> Katherine Rossi<br><b>PHONE (A/C, No, Ext):</b> (775) 996-6000<br><b>E-MAIL ADDRESS:</b> katie.rossi@lpins.net<br><b>FAX (A/C, No):</b>                                                                                                                                                                                                                                                                                      |                               |        |                                      |       |                                          |       |                                  |       |            |  |            |  |            |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|--------------------------------------|-------|------------------------------------------|-------|----------------------------------|-------|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>FW Carson Company, FW Carson Trucking Co,<br>Carson Equipment Corporation, C-4<br>1064 Tahoe Blvd<br>Incline Village NV 89451 | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Valley Forge Insurance Co</td><td>20508</td></tr><tr><td>INSURER B: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: Indian Harbor Ins. Co</td><td>36940</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Valley Forge Insurance Co | 20508 | INSURER B: Continental Insurance Company | 35289 | INSURER C: Indian Harbor Ins. Co | 36940 | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE                                                                                                                   | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                      |       |                                          |       |                                  |       |            |  |            |  |            |  |
| INSURER A: Valley Forge Insurance Co                                                                                                            | 20508                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                      |       |                                          |       |                                  |       |            |  |            |  |            |  |
| INSURER B: Continental Insurance Company                                                                                                        | 35289                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                      |       |                                          |       |                                  |       |            |  |            |  |            |  |
| INSURER C: Indian Harbor Ins. Co                                                                                                                | 36940                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                      |       |                                          |       |                                  |       |            |  |            |  |            |  |
| INSURER D:                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                      |       |                                          |       |                                  |       |            |  |            |  |            |  |
| INSURER E:                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                      |       |                                          |       |                                  |       |            |  |            |  |            |  |
| INSURER F:                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                               |        |                                      |       |                                          |       |                                  |       |            |  |            |  |            |  |

**COVERAGES** **CERTIFICATE NUMBER:** 23/24 - All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                  | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------|-------------------------------------------|--------------|------------------------------|-----------|--------------------------------|--------------|-------------------|--------------|------------------------|--------------|-------------------|--------------|
| A                                         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 7034201684    | 8/23/2023               | 8/23/2024               | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr></table> | EACH OCCURRENCE                     | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   | MED EXP (Any one person)     | \$ 15,000 | PERSONAL & ADV INJURY          | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | Employee Benefits | \$ 1,000,000 |
| EACH OCCURRENCE                           | \$ 1,000,000                                                                                                                                                                                                                                                                                                       |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000                                                                                                                                                                                                                                                                                                         |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| MED EXP (Any one person)                  | \$ 15,000                                                                                                                                                                                                                                                                                                          |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| PERSONAL & ADV INJURY                     | \$ 1,000,000                                                                                                                                                                                                                                                                                                       |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| GENERAL AGGREGATE                         | \$ 2,000,000                                                                                                                                                                                                                                                                                                       |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| PRODUCTS - COMP/OP AGG                    | \$ 2,000,000                                                                                                                                                                                                                                                                                                       |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| Employee Benefits                         | \$ 1,000,000                                                                                                                                                                                                                                                                                                       |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| B                                         | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS         |           |          | 7034201698    | 8/23/2023               | 8/23/2024               | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Medical payments</td><td>\$ 5,000</td></tr></table>                                                                                                                                      | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | BODILY INJURY (Per person)                | \$           | BODILY INJURY (Per accident) | \$        | PROPERTY DAMAGE (Per accident) | \$           | Medical payments  | \$ 5,000     |                        |              |                   |              |
| COMBINED SINGLE LIMIT (Ea accident)       | \$ 1,000,000                                                                                                                                                                                                                                                                                                       |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| BODILY INJURY (Per person)                | \$                                                                                                                                                                                                                                                                                                                 |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| BODILY INJURY (Per accident)              | \$                                                                                                                                                                                                                                                                                                                 |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| PROPERTY DAMAGE (Per accident)            | \$                                                                                                                                                                                                                                                                                                                 |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| Medical payments                          | \$ 5,000                                                                                                                                                                                                                                                                                                           |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| B                                         | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                   |           |          | 7034201703    | 8/23/2023               | 8/23/2024               | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>                                                                                                                                                                                                                                                                                                           | EACH OCCURRENCE                     | \$ 5,000,000 | AGGREGATE                                 | \$ 5,000,000 |                              | \$        |                                |              |                   |              |                        |              |                   |              |
| EACH OCCURRENCE                           | \$ 5,000,000                                                                                                                                                                                                                                                                                                       |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| AGGREGATE                                 | \$ 5,000,000                                                                                                                                                                                                                                                                                                       |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
|                                           | \$                                                                                                                                                                                                                                                                                                                 |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
|                                           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                                                                  |           |          |               |                         |                         | <table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>                                                                                                                                                                                                                                    | PER STATUTE                         | OTH-ER       | E.L. EACH ACCIDENT                        | \$           | E.L. DISEASE - EA EMPLOYEE   | \$        | E.L. DISEASE - POLICY LIMIT    | \$           |                   |              |                        |              |                   |              |
| PER STATUTE                               | OTH-ER                                                                                                                                                                                                                                                                                                             |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| E.L. EACH ACCIDENT                        | \$                                                                                                                                                                                                                                                                                                                 |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| E.L. DISEASE - EA EMPLOYEE                | \$                                                                                                                                                                                                                                                                                                                 |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| E.L. DISEASE - POLICY LIMIT               | \$                                                                                                                                                                                                                                                                                                                 |           |          |               |                         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| A                                         | Leased/Rented Equipment                                                                                                                                                                                                                                                                                            |           |          | 7034201684    | 8/23/2023               | 8/23/2024               | Limit / Deductible \$150,000/\$1,000                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |
| C                                         | Pollution Liability                                                                                                                                                                                                                                                                                                |           |          | PEC005908202  | 5/18/2023               | 5/18/2024               | Aggregate/Each Limit \$2MIL / \$1MIL                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |              |                                           |              |                              |           |                                |              |                   |              |                        |              |                   |              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project / Additional Interest Name(s):

See Attached Additional Comments/Remarks page for information regarding additional coverage terms and Additional Insured status.

## CERTIFICATE HOLDER

## CANCELLATION

|                      |                                                                                                                                                                |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Evidence of Coverage | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                      | AUTHORIZED REPRESENTATIVE<br>Katherine Rossi/KATIE                        |

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## COMMENTS/REMARKS

Continued from Description of Operations Section:

NAMED INSURED: FW CARSON COMPANY, FW CARSON TRUCKING CO, CARSON EQUIPMENT CORPORATION  
When Named Insureds operations are performed for Certificate Holder and/or entities listed  
in Description of Operations on the Acord 25 form pursuant to a valid written contract or  
agreement executed by Named Insured prior to loss, in accordance with the noted  
policy(ies): Additional Insured Status is determined by attached GL Form CNA774705XX  
(1-15) and CNA75079XX (10-16), Auto Form CA 20 01 11/20 and CNA63359XX 04/12, Pollution  
From EVPCPocCP 0618; Waiver of Subrogation Status is determined by GL Form CNA74705XX  
01/15, Auto Form CNA63359XX 04/12; Primary and Non-Contributory Status is determined by GL  
Form CNA74705XX 01/15, Auto Form CNA63359XX 04/12, and Pollution From EVPCPocCP 0618.

# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

F. W. CARSON CO.

**Nevada Business Identification # NV19911013904**

**Expiration Date: 02/29/2024**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 02/28/2023.



A handwritten signature in blue ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR  
Secretary of State

Certificate Number: B202302283430534

You may verify this certificate  
online at <http://www.nvsos.gov>



September 22, 2022

*Via Email: [spleitez@cityoffernley.org](mailto:spleitez@cityoffernley.org)*

Mr. Salvador Pleitez, P.E., M.B.A.  
City of Fernley  
595 Silver Lace Boulevard  
Fernley, Nevada 89408

**Subject: Recommendation for Award of Contract  
Villa Park – Pavement, Sewer, & Water Replacement Project**

Dear Mr. Pleitez:

On Wednesday, September 14, 2022, we held the bid opening for the Villa Park Pavement, Sewer, & Water Replacement Project. We received 3 bids for the project: from Sierra Nevada Construction, Inc. (\$2,896,007.00), Aspen Developers Corporation (\$2,852,000.00), and Farr Construction Corporation dba. Resource Development Company (\$2,890,441.00).

Aspen Developers Corporation was the apparent low bidder. They are located out of Reno, Nevada. Aspen Developers Corporation has done many projects in the area and have had no disciplinary actions listed on their Nevada Contractor's License.

Subject to meeting insurance requirements, providing necessary performance and payment bonds, and execution of the contract documents, we would recommend that the City of Fernley award the Villa Park Pavement, Sewer, & Water Replacement Project to the low bidder, Aspen Developers Corporation in the amount of \$2,852,000.00.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, reading "Presley Cochran", with a long horizontal flourish extending to the right.

Presley Cochran, P.E.  
Staff Engineer

PC/ca

cc: [kurt@aspensdevs.com](mailto:kurt@aspensdevs.com)  
[ecovert@resourcedevelopmentco.com](mailto:ecovert@resourcedevelopmentco.com)  
[bids@snc.biz](mailto:bids@snc.biz)

Attachment

**CARSON CITY**

340 North Minnesota St.  
Carson City, NV 89703-4152  
(775) 883-1600 • fax: (775) 883-1656

**Engineering • Surveying • Water Rights  
Resources & Environmental Services**

[www.rci-nv.com](http://www.rci-nv.com)

**LAKE TAHOE**

276 Kingsbury Grade, Ste. 206, Stateline, NV  
PO Box 11796, Zephyr Cove, NV 89448-3796  
(775) 588-7500 • fax: (775) 589-6333

**CITY OF FERNLEY BID SUMMARY**  
**VILLA PARK PAVEMENT, SEWER, & WATER**  
**REPLACEMENT PROJECT**

| Item              | Description                                     | ASPEN              | FARR               | SNC                |
|-------------------|-------------------------------------------------|--------------------|--------------------|--------------------|
| 1                 | Mobilization & Demobilization                   | \$120,747.00       | \$75,000.00        | \$200,000.00       |
| 2                 | Earthwork                                       | \$147,285.00       | \$320,754.00       | \$163,650.00       |
| 3                 | Traffic Control                                 | \$85,000.00        | \$32,000.00        | \$155,274.50       |
| 4                 | Notification of Residents                       | \$4,000.00         | \$3,000.00         | \$2,500.00         |
| 5                 | Sawcut – AC Paving                              | \$1,710.00         | \$11,400.00        | \$1,900.00         |
| 6                 | Temporary Erosion Control                       | \$7,000.00         | \$9,000.00         | \$2,000.00         |
| 7                 | Demolition 48" SS Manhole                       | \$25,900.00        | \$35,000.00        | \$28,000.00        |
| 8                 | Demolition & Disposal 8" ACP Sewer              | \$34,000.00        | \$105,000.00       | \$60,000.00        |
| 9                 | New 48" SS Manhole Installation                 | \$80,500.00        | \$67,900.00        | \$126,000.00       |
| 10                | 8" SDR 35 PVC w/ fittings, trench, & backfill   | \$443,750.00       | \$351,450.00       | \$443,750.00       |
| 11                | Bypass pumping w/ temporary connections         | \$30,000.00        | \$51,000.00        | \$25,000.00        |
| 12                | Reconnection of Sewer Laterals                  | \$29,000.00        | \$72,000.00        | \$35,000.00        |
| 13                | Abandon 12" ACP Water                           | \$10,500.00        | \$12,500.00        | \$15,000.00        |
| 14                | Abandon 6" ACP Water                            | \$10,500.00        | \$30,000.00        | \$15,000.00        |
| 15                | 12" C900 PVC w/ fittings, trench, & backfill    | \$360,000.00       | \$324,000.00       | \$300,000.00       |
| 16                | 6" C900 PVC w/ fittings, trench, & backfill     | \$300,200.00       | \$252,800.00       | \$292,300.00       |
| 17                | 1" Water Meter & Meter Box                      | \$116,000.00       | \$3,300.00         | \$104,000.00       |
| 18                | 1" Water Service                                | \$128,000.00       | \$108,000.00       | \$104,000.00       |
| 19                | Gate Valve w/ Valve Box                         | \$94,500.00        | \$75,000.00        | \$72,000.00        |
| 20                | Blow Off Valve w/ Valve Box                     | \$40,000.00        | \$24,000.00        | \$40,000.00        |
| 21                | New line in service (w/ testing & disinfection) | \$7,000.00         | \$35,000.00        | \$10,000.00        |
| 22                | 6" Type 2, Class B Aggregate                    | \$106,068.00       | \$203,297.00       | \$110,487.50       |
| 23                | 6" AC Paving                                    | \$530,340.00       | \$530,340.00       | \$486,145.00       |
| 24                | SS Lateral & SS Clean-Out Replacement           | \$140,000.00       | \$30,000.00        | \$104,000.00       |
| <b>Total Bid:</b> |                                                 | <b>\$2,852,000</b> | <b>\$2,890,441</b> | <b>\$2,896,007</b> |

**CITY OF FERNLEY**  
**Villa Park Pavement, Sewer, & Water Replacement Project**  
**SCOPE OF WORK**

This project is located on Villa Way, Villa Park Way, Parkland Way, and Randon Court. The Scope of Work to be accomplished under the Agreement includes pavement, sewer, and water improvements, and all associated construction activities, etc., shown on the project plans.



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: December 20, 2023**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Lydia Altick, Deputy City Manager

**FINANCIAL IMPACT:**

Yes: No: X

**CURRENTLY BUDGETED:**

Yes: X No:

**FUND/ACCOUNT:**

N/A

**ACTION REQUESTED:** Consent

**AGENDA ITEM:**

Possible action to approve: a letter to the Nevada Department of Emergency Management certifying that the 2022 Emergency Operations Plan was reviewed by City staff; a Cybersecurity Incident Response Plan; and the Vulnerability Assessment and Emergency Response Plan.

**AGENDA ITEM BRIEF:**

Nevada Revised Statute require an annual review of the City's local emergency operations plan. A review of the plan has been completed. A certificate of annual review letter will be electronically by December 31, 2023 as required.

**RECOMMENDED MOTION:**

N/A

**BUSINESS IMPACT (per NRS Chapter 237):**

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

**See attached report for background, analysis, alternatives.**

**ALTERNATIVES:**

N/A

**BACKGROUND:**

**Emergency Operations Plan**

In 2022 the City updated its Emergency Operations Plan (EOP). As partners in the four phases of emergency management (mitigation, preparedness, response, and recovery), the City of Fernley and Lyon County will coordinate resources and information during all phases of emergency operations.

Lyon County will begin working closely with the Emergency Managers from Carson City, Douglas, and Storey County to develop a draft EOP template that all four counties will utilize after the first of the year. Having consistent plans across the region will be more efficient if the need arises that mutual aid from neighboring counties is needed.

The City and Lyon County have agreed that a standard and consistent comprehensive emergency management program will best serve the citizens of Fernley and all of Lyon County. To be consistent with the Lyon County EOP, the City will begin updating its 2022 EOP when Lyon County's template is complete.

**Cybersecurity Incident Response Plan**

The Fernley Cybersecurity Incident Response Plan has been reviewed in 2023 with contact information updated and will be submitted to the Office of Emergency Management.

**Utility Plans – Vulnerability Assessment and Emergency Response Plan**

In 2022 the City updated its Utility Vulnerability Assessment and Emergency Response Plans. The plans have been reviewed and will be submitted to the Office of Emergency Management.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

NRS 239C.250

**FINANCIAL IMPLICATIONS:**

There are none

**ATTACHMENTS:**

None



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: December 20, 2023**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Michele Rambo, Planning Director

**FINANCIAL IMPACT:**

Yes: X

No:

**CURRENTLY BUDGETED:**

Yes:

No: X

**FUND/ACCOUNT:**

N/A

**ACTION REQUESTED:** Ordinance

**AGENDA ITEM:**

(For Possible Action) Introduction and First Reading of Bill #342, an Ordinance establishing a Development Agreement (DA22001) between the developer (Mark IV Capital) and the City of Fernley in association with Phase 1 of the Victory Logistics District Planned Development relating to improvements of utilities, public services, and other related items.

**AGENDA ITEM BRIEF:**

The property owner, Mark IV Capital, and the City of Fernley have negotiated a Development Agreement to accompany the development of the Victory Logistics District Planned Development. This agreement outlines requirements for both the developer and the City to follow as the project develops over the next 20 years. Items discussed include a new fire station, water and sewer infrastructure, traffic, and open space.

**RECOMMENDED MOTION:**

No motion is required for First Reading

**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:**

The first phase of Victory Logistics District Planned Development consists of approximately 2,174 acres generally located south of Interstate 80 and east of Nevada Pacific Parkway. The District will consist of mainly industrial uses, but a small amount of commercial is anticipated to be scattered throughout, especially around the Interstate 80/Nevada Pacific Parkway interchange. The existing railroad spur in the southern portion of the development is anticipated to be expanded and used by future buildings.

The Planned Development is envisioned to create a large-scale employment center with an overall positive impact to the local economy by providing jobs to Fernley residents. These jobs will be found through a diverse range of uses extending from distribution warehouses and e-commerce to high end manufacturing and data centers. Commercial uses will be integrated throughout the development to serve residents, employees of the area, and travelers along Interstate 80. The map below shows the extent of the currently proposed Planned Development.



This Development Agreement is the second of several approvals needed before development of the area can occur. A Planned Development and handbook is scheduled to be heard at the City Council on November 15, 2023 and a Tentative Subdivision Map is working its way through the staff review process. If approved, the map will create an industrial subdivision and pave the way for a series of Final Maps to be submitted to develop the area in phases. That tentative subdivision map should be on the Planning Commission agenda for December 13, 2023.

In general, a Development Agreement is a contract between a local governmental body (the City of Fernley) and

a landowner/developer (Mark IV Capital) detailing the obligations of both parties for the development of the property. The proposed agreement outlines the timing and extent of public improvements to be installed by the Master Developer. It also provides the city with assurances that public services and infrastructure will be sufficient to protect the health, safety, and welfare of residents as the project grows. This agreement may be modified in the future if any circumstances change. If that were to occur, the revised agreement would follow the same process of review by both the Planning Commission and City Council.

In this instance, there are five main issues covered in the Development Agreement:

Fire:

As part of this development, the North Lyon Fire Protection District has required the construction of a new fire station. The current stations in Fernley are both south of the railroad tracks, and with only two routes to get over the tracks, response times for the area north of the tracks are already stretched to the maximum. In order to provide adequate public safety, which is ultimately needed to conform with the City of Fernley Master Plan, this new station is required.

Section 4.1 of the proposed Development Agreement outlines the requirements for the developer related to paying for the station and the timing of which it must be completed. These requirements include:

- Pay for a fire consultant to conduct a study to address current and future fire safety needs.
- Dedicate land for the needed fire station to the City of Fernley or the North Lyon Fire Protection District prior to the recordation of the first final map.
- Build a new fire station
- The fire station is required to be at least 80 percent complete prior to the City issuing the first Certificate of Occupancy and 100 percent complete prior to the second Certificate of Occupancy.

As part of the agreement, the developer will ultimately be reimbursed an amount proportionate to the area outside of the Planned Development that the fire station serves. Based on recent conversations with the developer, the first Certificate of Occupancy will not be needed for approximately 12-16 months. This gives adequate time to plan and build the fire station to the required 80 percent threshold.

It is important to note that the developer may not be in agreement with this language. Negotiations on this issue have reached somewhat of a stalemate, so the language provided is what the Fire Chief and City staff (including the City Attorney) feel is appropriate to ensure that the fire station is built and the health, safety, and welfare of city residents is maintained.

Sewer:

The size and scope of the Planned Development creates an issue with the current wastewater treatment plant on the east side of town. Based on studies done as part of the project, the development is likely to cause the treatment plant to exceed capacity limits set by the Nevada Division of Environmental Protection. Therefore, the treatment plant will need to be expanded at some point before project buildout.

Section 4.2 of the Development Agreement outlines the obligations of both the City of Fernley and the developer to increase capacity with the following steps:

- When the treatment plant reaches 65 percent capacity, the City and developer shall address funding for design and construction of the treatment plant improvements.
- When the design and engineering plans are approved, the City and developer shall negotiate a

Reimbursement Agreement.

- Construction of the treatment plant improvements must begin before the plant reaches 85 percent capacity. Once the treatment plant reaches 80 percent, the city will not issue any further building permits unless the construction has begun.

It is anticipated that the plant will reach the 85 percent threshold after the development of approximately 576 acres of the project.

As with the fire language, negotiations on this issue have stalled. As with the fire station discussed earlier, the language provided has been vetted by City staff to ensure the best standards are kept for the residents of Fernley.

#### City of Fernley Well No. 9:

As designed, a portion of the railroad track running throughout the project will be placed in close proximity to existing City of Fernley Well No. 9. Therefore, the state has determined that the well will need to be relocated by the developer before any permits are issued for the new railroad track. Section 4.3 of the Development Agreement outlines the requirements for the developer to accomplish this:

- Dedicate at least ½ acre of land to the City of Fernley
- Coordinate design of a new well with the City of Fernley
- The new well is required to produce a quality and quantity of water equal to existing Well No. 9
- Dedicate access easements for the well to the City of Fernley

The developer is disputing the need to move Well No. 9. The Nevada Department of Environmental Protection recommends that it be moved to avoid any potential contamination from either the train itself (oil, fuel, etc.) or from the material that the train may be carrying. City staff agree with NDEP that moving the well is the safest option to avoid the possibility of drinking water contamination. Barring some unforeseen circumstance(s) that make moving the well impossible, staff feels that moving the well is in the best interest of Fernley residents.

#### Traffic:

A traffic study has been submitted outlining the steps needed to mitigate the significant amount of increased traffic anticipated at project build-out. Part of the needed improvements includes the extension of Nevada Pacific Parkway south to US 50A. Section 5.6 of the Development Agreement requires that the extension be “substantially complete, dedicated to the City, and open to the public” by the time the project generates 1,480 PM peak hour trips. This equates to approximately 35 percent of the project.

The Development Agreement has a provision that all recommendations within project studies (including the traffic study) be followed. However, some of the improvements required in the traffic study would fall upon NDOT to complete and the City has been unable to confirm with NDOT if they have any plans to do those improvements. For example, the traffic study is built around the assumption that the existing roundabout at Main St/US 95A/US 50 A will be converted to a 4-way signalized intersection. Staff has requested that the traffic study be revised to provide information of what traffic would look like if NDOT does not make this recommended change. Section 5.6(b) of the Development Agreement allows for the City to require future updates to the traffic study based on these types of off-site conditions.

#### Open Space:

The Planning Department has recently made changes to the required amount of open space within non-residential Planned Developments (from 20 percent to 10 percent) specifically with this Planned Development

in mind. In addition, the City is willing to consider some unconventional types of things to fulfill this reduced requirement. Section 6 of the Development Agreement lists these unconventional things:

- Amenitized stormwater basins with added incentives if open to the public
- Land donated for the needed fire station
- Interconnected trail system
- Project identification monument signs/entry features

## **ANALYSIS/FINDINGS:**

The City of Fernley Development Code requires that the following findings be met in order to approve the Development Agreement:

### DA1

The Development Agreement is consistent with the city's master plan.

Staff has determined that the Development Agreement and/or the Planned Development in general is consistent with the following goals and/or policies of the City of Fernley Master Plan:

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

The Planned Development is located adjacent to an existing industrial area, which is currently served by public services and facilities. While the size of the Victory Logistics District does impact these public services and facilities to some extent, the Development Handbook and the Development Agreement will incorporate the mitigations to reduce the impact to an acceptable level.

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

The proposed Planned Development will provide a substantial amount of jobs for Fernley residents as the development is built-out. This will help even out the ratio of residents to local jobs and improve the quality of life for many.

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

As mentioned earlier, the Victory Logistics District is located on the edge of the city adjacent to other industrial uses. The nearest residential uses are located to the south across the US 50A highway. This highway will provide a buffer between these two land uses suitable for creating compatibility.

T 1.1 – Require that roadway facilities be maintained and constructed as needed to ensure high quality and safe travel on major streets and at major intersections.

All roadways will be improved and maintained as required in the City of Fernley code, the Development Handbook, and/or the Development Agreement. A traffic study was submitted for this project which recommended modifications at several existing intersections and the extension of Nevada Pacific Parkway to US 50A to the south. The project has been conditioned to follow all traffic study recommendations. This will ensure the high quality and safe travel that the Master Plan envisioned.

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

With the exception of fire department service, all public services and facilities will be available to serve the Victory Logistics District Planned Development. Therefore, once the required fire station is built, the development will be consistent with the Master Plan.

PSF 3.10 – Provide adequate levels of fire protection and response to life safety threats throughout Fernley.

The need for a new fire station has been identified by the North Lyon County Fire Protection District as being critical to providing an adequate level of service for this new development. Once this fire station is complete, the project will be consistent with the Master Plan. The details of the fire station's location, funding, and timing are included in the Development Agreement between Mark IV Capital and the City of Fernley.

PSF 3.11 – Require large-scale developments to be within adequate fire service areas.

As discussed above in PSF 3.10, the North Lyon County Fire Protection District has identified that the Victory Logistics District is not located within an adequate fire service area as the fire department stands today. Therefore, a new fire station located within the Planned Development is needed to ensure that the department can provide adequate services for both fire protection and emergency medical assistance. Once the needed fire station is complete, the project will comply with the Master Plan.

#### DA2

The Development Agreement is otherwise consistent with Nevada or federal law.

The creation of the proposed Development Agreement was done under the guidance of Nevada Revised Statute sections 278.0201 through 278.0207. Based on this, the Development Agreement is consistent with Nevada law.

#### **RELEVANT LAWS, STATUTES, AND REGULATIONS:**

NRS Sections 278.0201 - 278.0207

Fernley Development Code Section 32.03.100(a)

#### **FINANCIAL IMPLICATIONS:**

The City of Fernley will have some part of the financial burden associated with the items outlined in the Development Agreement. However, funding mechanisms will be determined at a later date as the project develops, so the extent of the burden is unclear at this time.

#### **ATTACHMENTS:**

1. Bill 342
2. Mark IV Development Agreement

**BILL #342**  
**CITY OF FERNLEY**  
**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY OF FERNLEY TO ENTER INTO A DEVELOPMENT AGREEMENT (DA22001) WITH MARK IV CAPITAL IN ASSOCIATION WITH PHASE 1 OF THE VICTORY LOGISTICS DISTRICT PLANNED DEVELOPMENT RELATING TO INFRASTRUCTURE IMPROVEMENTS, PUBLIC SERVICES, OPEN SPACE, AND OTHER RELATED ITEMS LOCATED GENERALLY SOUTH OF INTERSTATE 80 AND EAST OF NEVADA PACIFIC PARKWAY, APN(S): 021-201-01 and -16; 021-211-02, -03, -04, and -06; 021-242-11 and -17; 021-251-25; 021-261-43 and -44.**

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

Based on the provisions set forth in Nevada Revised Statutes and the City of Fernley Development Code, the Council does hereby authorize the City of Fernley to enter into a Development Agreement with Mark IV Capital, as attached.

The Development Agreement involves Phase 1 of the Victory Logistics District Planned Development approved pursuant to Chapter 278 of Nevada Revised Statutes. Current APN’s: 021-201-01 and -16; 021-211-02, -03, -04, and -06; 021-242-11 and -17; 021-251-25; 021-261-43 and -44.

BILL # 342 BEING HEREBY PROPOSED on the 6<sup>th</sup> day of December, 2023.

BILL #342 BEING HEREBY PASSED, APPROVED and ADOPTED this \_\_ day of \_\_\_\_\_, 202\_\_, by the following vote of the Council:

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstentions: \_\_\_\_\_ Absent: \_\_\_\_\_

FERNLEY CITY COUNCIL

By: \_\_\_\_\_  
Neal E McIntyre, Mayor

Date: \_\_\_\_\_

Attest By: \_\_\_\_\_  
Kim Swanson, City Clerk

Date: \_\_\_\_\_

APNs: 021-201-01, 021-201-16, 021-211-02,  
021-211-03, 021-211-04, 021-211-06,  
021-242-11, 021-242-17, 021-251-25,  
021-261-43, and 021-261-44

Recording Requested By And  
When Recorded, Mail To:

City of Fernley  
595 Silver Lace Boulevard  
Fernley, NV 89408  
Attn: City Clerk

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**CITY OF FERNLEY,  
a municipal corporation**

**AND**

**MARK IV CAPITAL PROPERTIES, INC.,  
a California corporation**

**M4 NEW FERNLEY LLC  
a Nevada limited liability company**

**M4 NEW FERNLEY QOZB LLC  
a Nevada limited liability company**

**M4 FERNLEY JACKSON LLC  
a Nevada limited liability company**

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## **EXHIBITS**

EXHIBIT A   LEGAL DESCRIPTION

EXHIBIT B   HANDBOOK

EXHIBIT C

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into by and among (i) the City of Fernley, a Nevada municipal corporation (the “**City**”), (ii) Mark IV Capital Properties, Inc., a California corporation (“**Developer**”), and (iii) M4 NEW FERNLEY LLC, a Nevada limited liability company, M4 NEW FERNLEY QOZB LLC, a Nevada limited liability company, and M4 FERNLEY JACKSON LLC, a Nevada limited liability company (collectively, the “**Property Owners**” and each, a “**Property Owner**”).

### RECITALS

A. The Property Owners are the current owners of the real property located within the City’s municipal limits, which real property is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”), is comprised of approximately 2,173.64 acres of land, and is the subject of this Agreement.

B. The City has authority to enter into development agreements pursuant to Nevada Revised Statutes (“**NRS**”) 278.0201 through 278.0207, inclusive, and Section 32.03.100(a) of the Fernley Municipal Code (“**Code**”) with persons having a legal or equitable interest in land to establish long-range plans for the development of such land.

C. On \_\_\_\_\_, 2023, the City Council voted to conditionally approve Developer’s application to rezone the Property as a Planned Development (PD) district (PD23001) (“**Zoning Approval**”) and, in connection therewith, the City has adopted the master plan and development standards set forth in the Victory Logistics District MPA1 Planned Unit Development Handbook attached hereto as **Exhibit B** (as amended from time to time, the “**Handbook**”).

D. On \_\_\_\_\_, 2024, the City Council voted to conditionally approve Developer’s request for a tentative commercial and industrial subdivision map covering the entirety of the Property (TSM22002) (the “**Tentative Map**”) for the purpose of developing, constructing, operating, and/or using distinct industrial and commercial buildings within the Property, as such subdivision plan is more particularly set forth in the Tentative Map application.

E. The City Council conditioned its approval of the Zoning Application and Tentative Map upon the Developer and the City entering into this Agreement.

F. All preliminary processing regarding this Agreement has been duly completed in conformance with all applicable laws, rules, and regulations. The City Council having given notice as required by law, held a public hearing on Developer’s application seeking approval of the form of this Agreement and the execution hereof by the City. At that hearing, the City Council found that this Agreement is consistent with the City’s plans, policies, and regulations, including the City’s Comprehensive Master Plan, and that the execution of this Agreement on behalf of the City is in the public interest and is lawful in all respects.

G. The City desires to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City’s

Comprehensive Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the laws governing development agreements were enacted. As a result of the development of the Property, the City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by a developer with significant economic resources and experience in the development process.

H. By entering into this Agreement affixing the laws and development standards applicable to the Property, the City will achieve the certainty both the City and Developer require to move forward with the development of the Property, which in turn will support the goals set forth in the City's Comprehensive Master Plan, as required by NRS 278.0203 and Section 32.03.100(A)(6)(a) of the Code.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

## **SECTION 1** **DEFINITIONS**

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings when used in this Agreement:

**"Affiliate"** of any Person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty (50%) percent of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

**"Agreement"** has the meaning assigned in the preamble and includes all addenda and exhibits incorporated by reference and all amendments hereafter duly entered into in accordance with the terms of this Agreement.

**"Applicable Rules"** means and refers to:

- (a) The provisions of the Code and all other uniformly applied City rules, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date.
- (b) The Handbook; and
- (c) This Agreement.

The term “Applicable Rules” does not include (i) any ordinances, laws, policies, regulations, or procedures adopted by a governmental entity other than the City; or (ii) any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City’s jurisdiction.

“**Architectural Review Committee**” or “**ARC**” means and refers to a design review committee from time-to-time appointed or designated for a portion of the Project in accordance with, and as further described in, any CC&Rs.

“**CC&Rs**” means, collectively, the declarations of covenants, conditions, and restrictions for all or a portion of the Project to the extent approved by Developer in writing and recorded in the Official Records of the Lyon County Recorder, including, without limitation, the Master Declaration, each as amended, supplemented, or otherwise modified from time to time.

“**City**” has the meaning assigned in the preamble hereof.

“**City Council**” has the meaning assigned in Recital C above.

“**Code**” has the meaning assigned in Recital B above.

“**Connection Fees**” means customary fees charged by the City for connections to community water and community sewer systems.

“**Cost-based Fees**” means customary fees charged by the City for issuance of building permits, plan checks, inspections, or the like which are based upon actual costs to the City.

“**Developer**” has the meaning assigned in the preamble hereof.

“**Development Approvals**” means and refers to all permits and other entitlements issued or approved by the City for development of the Project and/or the Property, including, but not limited to: (a) the Zoning Approval; (b) the Handbook; (c) Tentative Map; and (d) all permits and entitlements approved by the City after the Effective Date.

“**Effective Date**” means the date this Agreement is recorded in the Official Records of the Lyon County Recorder.

“**Handbook**” has the meaning assigned in Recital C above.

“**Land Use Application**” means any application seeking any approval authorized or required by Title 30 of the Code or the Handbook.

“**Master Declaration**” means that certain Declaration of Covenant, Conditions and Restrictions for Victory Logistics District recorded in the Official Records of the Lyon County Recorder on April 9, 2021, as Document Number 635132, as amended, supplemented, or otherwise modified from time to time.

“**Master Drainage Study**” means the Drainage Report for Victory Logistics District prepared by Lumos and Associates, Inc., as revised September 2023.

**“Master Sewer Study”** means the Preliminary Sewer Report for Victory Logistics District prepared by Lumos and Associates, Inc., as revised September 2023

**“Master Studies”** means the Master Drainage Study, the Master Sewer Study, the Master Traffic Study, the Master Water Study, and any other studies or updates that are required by the City pursuant to Section 5.2, all of which shall be reviewed and accepted by the City.

**“Master Traffic Study”** means the Traffic Impact Study for Victory prepared by Headway Engineering dated August 3, 2023.

**“Master Water Study”** means the Preliminary Water Report prepared by Lumos and Associates, Inc., revised September 2023.

**“Mortgage”** means any form of security instrument encumbering title to a portion of the Property as security for an obligation, including a mortgage, deed of trust, trust deed, security deed, or other consensual lien or title retention contract intended as security for an obligation.

**“Mortgagee”** means any beneficiary, mortgagee, or holder of a Mortgage, and/or the assignee of such beneficiary, mortgagee, or holder.

**“Parcel”** means legal parcel created by a Subdivision Map in accordance with the Tentative Map that is intended to be developed or further subdivided.

**“Parcel Owner”** means any Person other than a Property Owner that owns any Parcel of real property within the Project, whether prior to or after the Effective Date. For purposes of the Applicable Rules, the term Parcel Owner is intended to differentiate between the Developer and Property Owners in their respective capacities as developer or owner the Property and any other Person that engages in the development of a structure or other improvements within the Project.

**“Person”** means any individual or form of business entity authorized under the laws of the State of Nevada.

**“Project”** means all development and improvements constructed within the Property subject to the Applicable Rules and this Agreement.

**“Property”** has the meaning assigned in Recital A above .

**“Property Owners”** has the meaning assigned in the preamble and includes any Affiliates of any of such entities who hold title to all or a portion of the Property.

**“Subdivision Map”** means a final subdivision map, parcel map, record of survey, or commercial subdivision map (as described in NRS 278.325), which are consistent with the Tentative Map and recorded in the Official Records of the Lyon County Recorder, each as may be amended and supplemented from time to time.

**“Subsequent Development Approvals”** means all Development Approvals issued by the City after the Effective Date. Subsequent Development Approvals include, without limitation, all excavation, grading, building, construction, encroachment, or street improvement permits,

Subdivision Maps, occupancy certificates, utility connection authorizations, and any other permits or approvals necessary, convenient, or appropriate for the grading, construction, marketing, use, and occupancy of the Project at such times and in such sequences as Developer may choose consistent with the Applicable Rules.

“**Tentative Map**” has the meaning assigned in Recital D above, as such tentative map and/or the conditions thereof may be amended from time to time.

“**Usage Fees**” means customary fees charged by the City for the use or consumption of potable and/or reused water, sewer service, or drainage service.

“**Wholesale Transaction**” refers to a bulk sale, transfer, conveyance, or assignment of all of the Property, or of the portion thereof which consists of vacant land. “Wholesale Transaction” shall not include any transfer to a public or quasi-public entity for public use and/or maintenance, any transfer of “common area” to an owners association as those terms are described in the CC&Rs, or any transfer of the Property to an Affiliate of Developer.

“**Zoning Approval**” has the meaning assigned in Recital C above, as such approval may be amended from time to time.

## **SECTION 2**

### **PLANNING AND DEVELOPMENT OF THE PROJECT**

**2.1    The Project.** Developer anticipates that between 25 million and 29 million square feet of industrial space can be developed on the parcels shown in the Tentative Map while conforming to the design and development standards in the Handbook. The actual size at complete buildout will vary depending upon the mix of uses since distribution warehouses may result in far greater land coverage ratios than manufacturing uses and both of those are very different than data center uses, but Developer is entitled to develop any such uses at such densities subject to compliance with the Applicable Rules.

**2.2    Common Name for the Project.** The common name for the Project is “Victory Logistics District.” The parties agree that Developer shall have the exclusive right to own, control and license the name. The City shall have no obligation to police the use, wrongful or otherwise, of the name by third parties.

**2.3    Modified Code.** This Agreement, together with the exhibits, and particularly the development standards set forth in the Handbook, is intended to provide a “development code” for the Project, and upon which Developer may rely in developing the Property.

**2.4    Permitted Use, Density, Height and Size of Structures.** The permitted uses of the Property, the density and intensity of use, the standards for the design, improvement, and construction of the Property, and other terms and conditions of development applicable to the Project and the Property shall be as set forth in the Handbook except as otherwise provided in this Agreement.

**2.5 Timing and Phasing of Development.** The parties acknowledge and agree that it is in their respective best interests that the development of the Project be accomplished in a reasonably expeditious manner. Subject to the terms of this Agreement and the Applicable Rules, Developer shall have discretion as to the time of commencement, construction, phasing, and completion of the Project. Developer shall include a comprehensive report on the status of development of the Project in each report required by Section 8.2.

**2.6 Application Processing.**

(a) **In General.** All Land Use Applications shall be processed in accordance with the Applicable Rules. Any additional application requirements delineated herein shall be supplemental and in addition to such procedures. The City agrees to cooperate with Developer to: (i) expeditiously process all Land Use Applications submitted by Developer in connection with the Property that comply with the Applicable Rules; and (ii) subject to reasonable conditions not otherwise in conflict with the Applicable Rules, promptly consider the approval of such Land Use Applications.

(b) **Sequencing Requirements.** Notwithstanding anything in this Agreement to the contrary, the City reserves the right to deny or conditionally approve any Land Use Applications not submitted in the proper sequence. For purposes of this Agreement, “proper sequence” means the submission, review, and approval of Land Use Applications according to the requirements of Sections 4 and 5 of this Agreement. Developer acknowledges that submission of Land Use Applications in other than the proper sequence may delay the consideration of many related Land Use Applications. Therefore, Developer agrees to submit Land Use Applications in the proper sequence to avoid coordination problems with reviews.

(c) **Timeline to Submit Final Maps.** Pursuant to NRS 278.0201, the City and Developer agree that, notwithstanding NRS 278.360 or Section 32.03.060(F)(1)(h) of the Code, the Tentative Map shall not expire or lapse so long as a final map covering a portion of the Tentative Map is recorded in the Official Records of the Lyon County Recorder on or before December 31, 2027, and thereafter a final map covering a portion of the Tentative Map is recorded in the Official Records of the Lyon County Recorder within four years of recordation of the most recent final map covering a portion of the Tentative Map.

**2.7 CC&Rs and Architectural Review Committee.** The Property shall be developed in accordance with the CC&Rs including, without limitation, any provisions for common area ownership and maintenance set forth therein, the design standards set forth therein, and all provisions related to the establishment of any Architectural Review Committee (including, without limitation, provisions related to the establishment by such committee of additional design criteria and procedures). The City shall not issue permits for development or construction of any improvements or structures without the prior written approval of the ARC. Any Land Use Application submitted without a letter of approval from the ARC shall be deemed incomplete.

### SECTION 3 APPLICABLE RULES AND CONFLICTING LAWS

**3.1 Reliance on Applicable Rules.** The City and Developer agree that Developer is approved and permitted to carry out and complete the entire Project in accordance with the standards, uses, densities and other provisions set forth in the Applicable Rules. The Applicable Rules shall supersede any conflicting provision of the Code except as provided in Section 3.2 below. Should the Applicable Rules fail to address a Code requirement, then the Code shall prevail.

**3.2 Application of Subsequently Enacted Rules.** The City shall not amend, alter, or change any Applicable Rule as applied to the development of the Project, or apply a new fee, rule, resolution, policy, or ordinance to the development of the Project, except as follows:

(a) Nothing in this Agreement shall be construed as preventing the City from adopting new rules, regulations, and policies relating to uniform codes, or amendments thereto, such as the Uniform Building Code, or Uniform Fire Code (the “**Uniform Codes**”), which relate to public safety, are based on recommendations of multi-state professional organizations, and become applicable City-wide; The development of the Project shall be subject to the Uniform Codes in effect at the time of issuance of the permit for a particular development activity.

(b) Nothing in this Agreement shall preclude the City from charging Cost-based Fees, Connection Fees, or Usage Fees with respect to the Property and Developer’s development of the Project adopted or increased by the City after the Effective Date. The City agrees to (i) impose such fees in a consistent manner on all Persons served by the infrastructure or service to which the fee relates, and (ii) issue to Developer credit and/or reimbursement rights for those fees related to capital improvement costs otherwise offset by Developer as required by law (which credit and/or reimbursement rights shall be more fully set forth in an additional agreement related to the capital improvement(s) at issue).

(c) Nothing in this Agreement shall preclude the City from applying new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, Sections 3.3 and 3.4 of this Agreement shall apply.

(d) Notwithstanding Section 7.3 of this Agreement, if the City adopts any rules, regulations, or policies outlining the circumstances under which the City will consider the creation of a special improvement district or other form of assessment district (“**Improvement District Guidelines**”), any district created to finance improvements benefitting the Project shall comply with the minimum requirements established by the Improvement District Guidelines.

Should the City adopt or amend rules, regulations, policies, resolutions or ordinances other than those described in paragraphs 3.2(a) through 3.2(d) above, Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. The City and Developer shall subsequently execute an amendment to this Agreement evidencing the Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

**3.3 Conflicting Federal or State Rules.** If any federal or state laws or regulations prevent or preclude compliance by the City or Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Either party, upon learning of any such matter, will provide the other with written notice thereof and provide a copy of any such law, rule, regulation, or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) The parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

**3.4 Amendments to Comply with Changes in State and Federal Law.** In the event either party believes that an amendment to this Agreement is necessary because of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council to determine the exact nature of the amendment necessitated by such federal or state law or regulation. The Developer shall have the right to present oral and written testimony at the hearing.

(a) Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section 3.4 is subject to judicial review, but such review shall be filed within twenty-five (25) calendar days from the date of the hearing.

(b) The City shall cooperate with the Developer in securing any City permits, licenses or other authorizations that may be required because of any amendment necessitated by a change in state or federal law. As required by the Applicable Rules, the Developer shall be responsible for paying all applicable fees in connection with securing such permits, licenses, or other authorizations.

## **SECTION 4**

### **PUBLIC FACILITIES**

**4.1 Fire Protection.** Fire protection services in the City are provided exclusively by the North Lyon County Fire Protection District (“**Fire District**”) and the Fire District chief (the “**Chief**”) is the official charged with administering all fire control laws in the City. The parties acknowledge that as of the Effective Date the Fire District does not have the facilities or capacity required to provide adequate fire protection services for the Project, nor does the Fire District have within its budget the ability to pay for such facilities. The parties further acknowledge that the Fire District has a legitimate interest in designing new facilities to meet the long-term needs of the community (“**Fire Needs**”) and not solely to meet the increase in service demands resulting from development of the Project (“**Project Fire Demands**”). Accordingly, the parties agree as follows:

(a) The parties shall hire an independent third-party consultant (the “**Fire Consultant**”), paid for by Developer, to study the Fire Needs and Project Fire Demands and make recommendations for future infrastructure and fire protection facilities. Within sixty (60) days after the Effective Date, the City and the Developer shall finalize the scope of work to be performed by

the Fire Consultant. If the parties fail to agree upon the scope of work, any disputes shall be resolved by the City Council. Notwithstanding the foregoing, the parties agree that the Fire Consultant shall: (i) address the fire facilities necessary to serve the Fire Needs when the Project is completely built out, (ii) prepare a phasing plan for the timing of construction of such facilities, and (iii) determine the extent to which such fire facilities will serve areas outside the Project.

(b) Developer shall use commercially reasonable efforts to cause Fire Consultant to complete and deliver to Developer, the City, and the Fire District a preliminary draft of its report (“**Preliminary Report**”) within one hundred twenty (120) days after the Effective Date, or as soon as reasonably possible thereafter. Upon Fire Consultant’s delivery of the Preliminary Report to Developer, the City, and the Fire District, each such party shall promptly review the Preliminary Report and shall either approve or disapprove the Preliminary Report and its recommendations within thirty (30) days after delivery. If any such party disapproves the Preliminary Report, they shall confer in good faith to resolve the disapproving party’s concerns and reach agreement on the Preliminary Report and its recommendations. Upon agreement between Developer, the City, the Fire District, and the Fire Consultant on the final form of the Preliminary Report and its recommendation, such final draft shall be deemed the “**FFS Plan**” herein.

(c) Developer agrees to dedicate a parcel of land to the City for the development of a new fire station within the Project (“**Fire Station Site**”). The size and location of the Fire Station Site shall be consistent with the recommendations of the FFS Plan; provided, however, that it shall not be located in the following areas of the Project: (i) any portion of the Project with a “locational commercial” land use designation in the Handbook, or (ii) the portion of the Project in the vicinity of the southeast or southwest intersections of Nevada Pacific Parkway and I-80.

(d) The Developer shall construct a new fire station on the Fire Station Site at the Developer’s sole cost and expense. Notwithstanding the foregoing, the City shall reimburse Developer for costs associated with the fire facilities identifies in the FFS Plan as providing excess capacity (that is, fire service capacity afforded by the fire facilities in excess of that reserved for the fire service to the Project).for fire service to the Project, which costs may be levied by the City or Fire District in the form of impact fees or by impact fees or by other similar method, and which fees, whatever the form, shall not be deemed in violation of Section 3.2 above.

(e) The new fire station is to be built, equipped and furnished in accordance with Fire District’s specifications based upon the recommendations of the FFS Plan. Developer shall meet with the City and Fire District before commencing design of the fire station and shall submit building plans and specifications at the fifty percent (50%), ninety percent (90%), and one hundred percent (100%) plan set level for review and final approval by the City.

(f) Prior to the issuance of the first certificate of occupancy for any building in the Project, construction of the fire station must be at least eighty percent (80%) complete, as determined by the Chief. Prior to the issuance of the second certificate of occupancy for any building in the Project, the fire station must be complete, as determined by the Chief. The City shall withhold the issuance of any further certificates of occupancy until construction of the fire station has been completed.

**4.2 Wastewater Treatment Facilities.** The parties have analyzed the anticipated impacts of the build-out of the Project on the City's East Waste Water Treatment Plant ("**Treatment Plant**") and have determined that the development of the Project is likely to cause the Treatment Plant to exceed certain capacity thresholds that will trigger obligations on the part of the City to design and construct new facilities to expand the plant's capacity ("**Treatment Plant Improvements**") pursuant to the requirements of Permit No. NS0080011 issued by the Nevada Division of Environmental Protection ("**NDEP**"). Accordingly, the parties agree as follows:

(a) When the Treatment Plant reaches 65% of capacity, the City and Developer shall work together to address funding needs for the design and construction of the Treatment Plant Improvements. Developer acknowledges that the design of the Treatment Plant Improvements must be underway when the plant reaches 75% of capacity, as required by NDEP.

(b) Upon approval of the design and engineering plans by the City and NDEP, the City and Developer shall negotiate in good faith to reach an agreement to reimburse Developer for costs incurred to construct excess capacity based on the amount of sewage generated by the Project.

(c) Construction of the Treatment Plant Improvements must commence before the plant reaches 85% of capacity as required by NDEP. Therefore, once the Treatment Plant reaches 80% of capacity, no further building permits will be issued unless and until construction of the Treatment Plant Improvements has commenced.

**4.3 Relocation of City Well 9.** Developer acknowledges that proposed alignment for the industrial lead track for the railway through the Project extends over and across an area occupied by an existing City well ("**Well 9**") and related facilities as depicted on **Exhibit C** attached hereto and incorporated herein by reference. Prior to the issuance of any building permits for construction of the lead industrial track, Developer agrees to construct and dedicate a new well in accordance with the following requirements:

(a) Developer shall dedicate and convey to the City not less than 0.5 acres for the new well ("**Well Site**"). Developer shall create a separate legal parcel for the Well Site and convey to the City fee interest title upon completion and acceptance of the new well. The City shall reasonably cooperate with Developer in the submittal and processing of any mapping application required to create a separate parcel for the Well Site.

(b) Developer shall meet with the City before commencing design of the new well and wellhouse and shall submit building plans and specifications at the fifty percent (50%), ninety percent (90%), and one hundred percent (100%) plan set level for review and final approval by the City and NDEP. Developer shall be responsible for all costs related to permitting, design, and construction of the new well and wellhouse.

(c) The new well shall produce a quality and quantity of water equal to or greater than what is produced by the existing well and shall be completely operational and accepted by the City before Well 9 is removed and abandoned. Developer shall be responsible for all costs related to removal and abandonment of Well 9.

(d) Developer shall dedicate and grant the City such easements for access, ingress and egress to the Well Site as required by the City Engineer and Public Works Director.

## **SECTION 5**

### **PROJECT INFRASTRUCTURE IMPROVEMENTS**

**5.1 Conformance to Master Studies.** Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure necessary for the development of the Project as identified by the accepted Master Studies and this Agreement, including all off-site and on-site improvements. Such project infrastructure improvements will be constructed in conformance with, and in the manner and timeframes, set forth in this Agreement and the accepted Master Studies.

**5.2 Updates to Master Studies.** If required by the City Engineer, Developer or a Parcel Owner shall submit and receive conditional approval of an update to a particular Master Study prior to the approval of any Land Use Applications if the development of the Project differs substantially in the opinion of the City Engineer from the assumptions of the approved Master Study.

**5.3 Acquisition of Rights-of-Way and Easements.** The parties understand and acknowledge that certain rights-of-way and easements outside the boundaries of the Project may be necessary for the development and construction of the improvements contemplated by this Agreement, including rights-of-way and easements for Nevada Pacific Parkway. In order to facilitate the acquisition of rights of way necessary for construction of the improvements, the following process shall govern:

(a) Developer shall first use all commercially reasonable efforts to acquire needed rights of way, easements, or other interests.

(b) If Developer is not able to acquire such rights of way, the City may allow a modification of the approved Master Study to permit development of the Project using alternative rights-of-way or easements approved by the City.

(c) If either (i) the approved Master Study cannot be modified to permit development of the Project using alternative rights-of-way or easements, or (ii) the cost of such improvements using alternative rights-of-way or easements is excessive (as determined by the City Manager in his or her reasonable discretion), the City shall pursue such acquisitions at Developer's expense, which expense shall include the payment of all condemnation legal fees and awards.

(d) If the City exercises the power of eminent domain pursuant to this Section 5.3, Developer shall deliver to the City a performance bond in an amount equal to 110% of the estimated cost of the condemnation action. Such performance bond shall be payable at any time upon presentation of (a) an affidavit by the City Manager stating Developer has failed to pay all amounts due to the City as required by this Section 5.3 within the time period provided for herein; and (b) a written request by the City showing the proposed payee and the amount to be paid. Copies of any such request shall be sent to the Developer at its last known address. Any performance bond posted pursuant to this Section 5.3 shall be fully released and discharged upon the receipt of final

payment from Developer of all costs associated with such condemnation action. Developer acknowledges that the purpose of the cost estimate described above is solely to determine the amount of security required and may be revised from time to time to reflect the actual cost. No representations are made as to the accuracy of these estimates and Developer agrees to pay the actual costs associated with the exercise of the power of condemnation and neither the estimated costs nor the amount of any performance bond establishes the maximum amount of Developer's liability.

(e) In no event shall City be liable for any delays by any third party in acquiring private or public rights of way or for obtaining necessary approvals or permits from public or private agencies or entities having jurisdiction.

**5.4 Oversizing Reimbursement/Refunds.** To the extent Developer has undertaken the construction of infrastructure and/or contribution of certain public facilities/apparatus in connection with its pursuit of the Project, the parties acknowledge that the City may request that the Developer construct and/or contribute certain public facilities/apparatus in a manner, or at a size or with a capacity to serve the needs of both the Project and properties, developments, or dwelling units located outside the boundaries of the Project. If the City has requested Developer to provide such oversized infrastructure or public facilities/apparatus, the City and Developer shall enter into mutually acceptable refunding/reimbursement agreement(s). Such agreement shall be prepared in accordance with the Code and will contain provisions for refunding or reimbursing the Developer for funds it has advanced based on Developer's proportionate use of the total capacity of the over-sized improvement.

**5.5 Customary Improvements, Facilities and Services.** Subject to Developer's full compliance with the Development Approvals and provision of all project infrastructure improvements required under the Applicable Rules, the City agrees to provide to the Property all customary public services otherwise provided by the City within its municipal limits, including community sewer and community water service, public building and road maintenance and other general public works services (excepting drainage improvements or open space improvements to be maintained by an owners association pursuant to the CC&R's). All City services provided to the Property shall be at least at a level equal to that generally provided within the remainder of the City and at a cost no greater than that charged by common purveyors of those services to other comparable areas of the City.

**5.6 Traffic and Transportation Improvements.** The City and Developer have worked cooperatively to obtain a federal grant under the Rebuilding American Infrastructure with Sustainability and Equity program ("RAISE Grant") to complete the remaining 3,100 feet of Nevada Pacific Parkway, including a bridge component over the existing Union Pacific Railroad track that will connect the current terminus of Nevada Pacific Parkway to US Hwy 50 (collectively, the "**NPP Improvements**"). The City, Developer, and Property Owners shall continue cooperating in good faith in pursuit of the RAISE Grant and completion of the NPP Improvements on the terms and conditions set forth in that certain Memorandum of Understanding dated March 15, 2023, by and between the City and certain of the Property Owners. Until the NPP Improvements are completed, the development of the Project has the potential to create significant traffic issues in and around the Property. Therefore, Developer agrees as follows:

(a) When traffic within the Project reaches 1,480 PM peak hour Project trips (which the Master Studies estimate as equivalent to approximately 35% of projected peak traffic flows) (“**Traffic Milestone**”), the City shall not issue any further building permits until the NPP Improvements are substantially complete, dedicated to the City, and open to the public.

(b) Developer shall submit and receive approval of an update to the Master Traffic Study if, in the opinion of the City Engineer, existing conditions deviate substantially from the assumptions employed in the approved Master Traffic Study. By way of example only, if the recommendations of the approved Master Traffic Study depend on assumptions regarding off-site infrastructure and/or traffic control devices that have not been completed, the updated Master Traffic Study shall include recommendations based on existing off-site conditions and the Traffic Milestone shall be modified to reflect the same.

**5.7 Water Conservation.** The City and Developer recognize that, as stated in Section 5.2 of the City’s Comprehensive Master Plan, “water is an especially precious commodity” in northern Nevada. In order to avoid waste and maximize available water resources, the City agrees to cooperate with Developer on such deviations from Code requirements with respect to landscaping as may be beneficial to conserve water resource that might otherwise be wasted on excessive irrigation.

**5.8 Transfers to the City.** Any property Developer transfers or dedicates to the City shall be free and clear of any mortgages, deeds of trust, liens or encumbrances and shall only be considered transferred or dedicated upon acceptance by the City.

## **SECTION 6** **OPEN SPACE**

The Project must provide a minimum of ten percent (10%) of the gross site area as open space as required by Section 32.06.140(d)(3) of the Code. The City agrees that certain land uses shall be credited towards the open space requirement as provided in Section 6 of this Agreement. Furthermore, landscape areas, inclusive of planted and inert material areas and plaza areas at Project or building entries that incorporate enhanced, stamped concrete or pavers or other elements of differentiation may be counted toward the total required open space acreage.

**6.1 Amenitized Stormwater Management Facilities.** For purposes of this Agreement, the term “**Amenitized Basin**” means and refers to an area that is designed to capture, store, channel, or release stormwater and that is designed as a site amenity by being aesthetically pleasing, having a natural appearance, and providing recreational or aesthetic value. Amenitized Basins located on private land may be counted toward the total required open space acreage with the approval of the Planning Director when integrated into the overall site and landscape design with at least three of the following features:

- (a) Side slopes generally no steeper than four to one (4:1).
- (b) Contiguous with and visible from a public street.

(c) Shaped to create natural looking appearance (avoid use of “boxy” or geometric shapes).

(d) Berms between a primary building and a street right-of-way no higher than four (4) feet above the finished grade of any contiguous sidewalk.

**6.2 Incentive for Public Open Space.** Each one (1) acre of land that satisfies the requirements of Section 6.1 above shall be treated as the equivalent of three (3) acres of land for purposes of satisfying the open space requirements if:

(a) At least one acre remains around the perimeter and such area remains open to public use; and

(b) The perimeter area features passive and active recreational opportunities, such as strolling and running trails, viewpoints, benches, and picnic and sitting areas.

To receive appropriate open space credit for an Amenitized Basin, Developer shall submit plans prepared by a licensed landscape architect to the City Planning Department with a request for a written determination regarding compliance with Sections 6.1 or 6.2 of this Agreement, as applicable. Within seven (7) working days after receipt of such plans, the Planning Department shall issue a written letter identifying the requirements of Section 6.1 and that the Amenitized Basin meets or does not meet, as applicable, as determined by the Director of Planning in his or her sole and absolute discretion. The Planning Department’s determination pursuant to this paragraph shall not be subject to judicial review or otherwise subject to challenge in any legal proceeding.

**6.3 Land Donated for Fire Station.** Any land donated to the City or the Fire District for construction of a new fire station shall be credited against the open space requirement.

**6.4 Interconnected Trail System.** The open space requirement for the Project shall be reduced by 20% if Master Developer designs and constructs a continuous network of sidewalks and trails extending from Duffy Road to the future intersection of Nevada Pacific Parkway and US Highway 50.

**6.5 Project Identification Monument Signs.** Privately maintained landscaping areas with “grand” monument signs (as identified in the Handbook) may be counted towards the open space requirements if located adjacent to and visible from Interstate 80 or US Highway 50.

## **SECTION 7**

### **CITY AND DEVELOPER COOPERATION**

**7.1 Cooperation and Implementation.** The City agrees that it will cooperate with and assist Developer to the fullest extent permitted by law to implement this Agreement; provided, however, such cooperation and assistance shall come at no cost to the City other than City employees’ salaries and general City administrative expenses, or as expressly agreed to in writing by the City in an instrument subsequent to the Effective Date (for example, a reimbursement agreement in connection with over-sizing of infrastructure).

**7.2 Cooperation in Securing Government and Utility Permits/Approvals.** Without limiting the generality of Section 7.1 above, the City agrees to cooperate with and assist Developer in obtaining any permits, licenses, or other authorizations that may be required from other governmental agencies and utility providers to proceed with the Project; provided again, however, such cooperation and assistance shall come at no cost to the City other than City employees' salaries and general City administrative expenses, and further provided that Developer will reimburse the City for any direct out-of-pocket expenses reasonably incurred by the City in assisting Developer in securing such permits, licenses, and/or authorizations.

**7.3 Future Discussion Regarding Financing.** The City and Developer will engage in good faith discussions regarding various options to provide mechanisms that will insure the timely and economically efficient provision of the infrastructure improvements identified in the Handbook, this Agreement, the FFS Plan, and the Master Studies. Elements of those mechanisms may include, without limitation:

- (a) Possible impact fee programs adopted by the City under Section 32.13.010 of the Code;
- (b) One or more reimbursement agreements entered into by the City under Section 32.13.020 of the Code, or Section 32.09.170(e)(2) of the Code;
- (c) The formation of one or more Special Improvement Districts pursuant to Consolidated Local Improvement Law, as amended (NRS Chapter 271), and
- (d) The formation of one or more Tax Increment Areas pursuant to NRS Chapter 278C.

The parties agree that participation in such discussions shall in no way obligate the City to advance public funds on any particular timetable nor participate in any form of public financing for any improvement or infrastructure for the Project. The parties further agree that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such special improvement district and any special improvement district must be processed and approved pursuant to State law and the Applicable Rules.

## **SECTION 8**

### **REVIEW OF DEVELOPMENT**

**8.1 Project Review.** As authorized by NRS 278.0205, Developer shall appear before the City Council to review the development of the Project.

**8.2 Frequency of Reviews.** The parties agree that the first review shall occur no later than twenty-four (24) months after the Effective Date of this Agreement, and again every twenty-four (24) months on the anniversary date of that first review thereafter, or as otherwise requested by City upon thirty (30) days' written notice to Developer.

- (a) For any such review, Developer shall provide, and City shall review, a report submitted by Developer documenting the extent of Developer's and City's material

compliance with the terms of this Agreement during the preceding period. The reports required pursuant to this Section shall contain information regarding the progress of development within the Project, including, without limitation:

(i) A table summarizing the party's obligations under this Agreement and whether the parties are in compliance with each such obligation;

(ii) data showing the total square footage of buildings built and approved as of the date of the report;

(iii) data showing the amount of open space provided in the Project, expressed as percentage of the gross acreage of all lots or parcels upon which construction of vertical improvements has been completed or is underway as of the date of the report.

(iv) The status of development within the Project and the anticipated phases of development for the next calendar year.

(b) In the event Developer fails to submit such a report within thirty (30) days following written notice from the City that the deadline for such a report has passed, Developer shall be in default of this provision and the City shall prepare such a report and conduct the required review in such form and manner as the City may determine in its sole discretion. The City shall charge Developer for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report.

(c) If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party may be continued to afford reasonable time for response.

**8.3 Opportunity to be heard.** The report required by Section 8.2 shall be considered solely by the City Council. Developer shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the parties under this Agreement. The Director of Planning may provide copies of the report to members of the City's Planning Commission for their information and use.

**8.4 Action by the City Council.** At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement.

## **SECTION 9**

### **TERM AND TERMINATION**

**9.1 Effective Date.** This Agreement is not effective until it has been approved by ordinance by the City Council and recorded in the office of the Lyon County Recorder (the date of recordation is referred to herein as the "**Effective Date**").

**9.2 Duration of Agreement.** The Term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Developer shall have the right

to request extensions of the Term of this Agreement for an additional five (5) years upon the following conditions:

- (a) Developer provides written notice of such extension to City at least one hundred eighty (180) days prior to the expiration of the original Term of this Agreement;
- (b) Developer is not in default of this Agreement; and
- (c) Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

**9.3 Arbitration.** Any dispute arising from rights or obligations of this Agreement may be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association and the Uniform Arbitration Act of 2000 [NRS 38.206 - 38.248], including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties. In the event of any judicial enforcement or confirmation proceeding required relating to an arbitration award, the prevailing party shall be entitled to all reasonable costs and attorneys' fees. Any arbitrator appointed shall have recognized real estate or commercial law experience in the State of Nevada and shall be an "AV" rated attorney by Martindale-Hubell.

**9.4 Statutory Cancellation/Amendment.** Notwithstanding Section 9.3 above, any proposed amendment or cancellation of this Agreement by the City, in whole or in part and without the mutual consent of the parties, shall be in accordance with NRS 278.0205. The City shall, after completing its review of the development of the Property pursuant to 8.1 of this Agreement, provide Developer a description in writing, both detailed and specific, of any terms or conditions of the Agreement that have been allegedly breached by Developer and, where appropriate, the manner and period of time in which the breach may be corrected. Developer shall have sixty (60) days to either cure the breach or respond in writing to City, both detailed and specific, as to why it has not breached the Agreement.

(a) If the breach is not cured or the parties are unable to reach a resolution with regard to matters put in issue pursuant to this Section, and prior to any publication of any notice of intention to amend or cancel pursuant to NRS 278.0205(2), there shall then be scheduled a meeting or meetings to be held within thirty (30) days between a representative of Developer and the City Manager to seek resolution short of amendment or cancellation. Absent resolution by such meeting or meetings, a written report of the results of said meeting or meetings, including a description of any remaining unresolved issues, shall be agreed upon and executed by both parties.

(b) If there remain any unresolved issues, or if the resolution of any issues requires an amendment to this Agreement, the City shall proceed to either cancel or amend in accordance with NRS 278.0205(2). The written documentation required by this Section, and any other applicable material, shall be provided to Developer at least fifteen (15) days prior to the meeting at which the amendment and/or cancellation is to be considered by the City Council. Developer shall have the opportunity to be heard orally and/or in writing before the City Council at that meeting.

Except as expressly permitted by NRS 278.0205, the City shall have no right to cancel or amend this Agreement without the express written consent of Developer.

**9.5 Limitation on Monetary Damages.** Developer acknowledges and agree that the City would not have entered into this Agreement if it were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, Developer (or its permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that the City shall not be liable to Developer or to any other Person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

**9.6 Unavoidable Delays.** Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, states of national or local emergency, periods of moratoria (such as those associated with the COVID-19 pandemic in 2020-21), restrictions imposed or mandated by governmental entities other than the City and entities providing utilities, enactment of conflicting State or Federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. The performance to be excused is that which is materially affected by such matters, beyond the control of the party, where performance is affected. Developer shall give the City written notice of any delay subject to this Section and shall indicate the phases or areas of work that are affected by such delay. An extension of time shall be granted by the City to be coextensive with the period of the delay or longer as may be mutually agreed by the parties.

**9.7 Default by the City.** In the event of default by the City of a material term of this Agreement, Developer shall be relieved of its obligations under the Agreement. If Developer elects to proceed with the Project, in its discretion, it may seek enforcement of City's performance through administrative procedures, by arbitration, or by judicial intervention including, but not limited to, actions for specific performance and/or temporary or permanent injunctive relief, as Developer deems necessary.

## **SECTION 10**

### **MORTGAGE FINANCING**

**10.1 Mortgagee Protection.** The parties hereto agree that this Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by one or more Mortgages securing financing with respect to the Property, without limitation on the size or nature of any such transaction, the amount of land involved, or the use of proceeds therefrom. The City acknowledges that the Mortgagees providing such financing may request certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the

intent and purposes of this Agreement. Any such Mortgagee shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust on the Property or any part thereof made in good faith and for value;

(b) The Mortgagee under any mortgage or deed of trust encumbering the property, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by Developer in the performance of Developer's obligations under this Agreement;

(c) If the City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within five (5) days of sending the notice of default to the Developer. The mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement, but in no event less than thirty (30) days from Mortgagee's receipt of such notice of default; and

(d) Any Mortgagee (or its Affiliate) who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, that (i) in no event shall such Mortgagee be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such Mortgagee, (ii) Mortgagee's rights shall be subordinate and subject to any monetary liens on the Property in favor of the City, and (iii) in no event shall any such Mortgagee or its successors or assigns be entitled to a building permit or occupancy certificate until all fees due under the Development Approvals (relating to the portion of the Property acquired by such Mortgagee) have been paid to the City and until any other default applicable to such site has been cured.

**10.2 Enforcement.** The City will execute and deliver to any Mortgagee or other interested person a certificate of compliance described in Section 10.3 below and such other documents as may be reasonably requested to acknowledge that this Agreement is in full force and effect, Developer is not in default hereunder, the City has no lien on the Property which are subject to foreclosure, and the City's rights under this Agreement are subordinate as set forth herein. Nothing herein, however, shall be deemed to relieve Developer of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

**10.3 Certificate of Compliance.** At any time during the term of this Agreement, any Mortgagee or other party may by written notice given by certified mail or by personal delivery request any party to this Agreement to confirm that to the best of such party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and such other matters as are reasonable under the circumstances. Each party hereby agrees to provide a Certificate to such lender or other party within ten (10) business days of the request therefore. The failure of any party to provide the requested certificate within such ten (10) business

day period shall constitute a confirmation that to the best of such party's knowledge, no defaults exist under this Agreement.

**10.4 Limitation.** The provisions of NRS 278.0201 apply to this Agreement.

## **SECTION 11**

### **OWNERSHIP AND CONTROL OF THE PROJECT**

**11.1 Appointment of Developer by Property Owners.** The Property Owners hereby appoint Developer to serve as their representative and attorney-in-fact for purposes of this Agreement.

**11.2 Authority and Role of Developer.** The Property Owners and Developer represent and warrant that Developer has the express authority to bind the Property Owners individually, and the City has no obligation to verify or confirm that any decision made or action taken by Developer is acceptable to the Property Owners, including any decision or action of Developer that might or could impact the Property Owners unless and until a successor Developer has been appointed by the Property Owners to serve as the Developer under this Agreement on behalf of the Property Owners, together with the name and contact information for such successor Developer. The parties agree that any communication, consent, approval, waiver, submission or other action by or on behalf of the Property Owners pursuant to the terms of this Agreement shall be made by Developer.

**11.3 Major Modifications.** The parties agree that major modifications that apply permanently to all development in the Project are generally not in the best interests of effective and consistent development of the Project, as the parties spent a considerable amount of time and effort negotiating at arm's length the rules and regulations for the Project as provided herein and the Handbook. Further, the parties agree that major modifications can change the look, feel, and construction of the Project in such a way that the intent of the parties is not demonstrated by the developed product. However, the parties acknowledge that there are special circumstances which may necessitate the modification of certain provisions to accommodate unique situations which are presented to the Developer upon the actual development of the Project. Therefore, the parties also agree that the only proper entity to request a major modification is the Developer itself. A request for a major modification shall not be permitted from a Parcel Owner or any other purchaser of real property within the Project.

**11.4 Effect of Breach or Default by Developer.** The parties acknowledge that Developer is serving as the representative of the Property Owners. If Developer breaches this Agreement or fails to perform any of its obligations hereunder after receiving written notice from the City of such failure or default in accordance with this Agreement, the City, shall have the right to exercise any and all rights and remedies available to the City with respect to such default, subject to the terms and conditions of this Agreement. The liability of the Property Owners for any breach by Developer shall be joint and several. Unless the context requires otherwise, all references to the Developer in this Agreement shall be construed as references to the Developer and the Property Owners.

**11.5 Assignments; Transfer of Rights.** Subject to the terms and limitations of this Section 11.5, Developer shall have the right to assign all or any portion of its rights and delegate any obligations under this Agreement to third parties who acquire fee simple absolute ownership to any portion of the Property.

(a) If such transfer, conveyance, or assignment by Developer is part of a Wholesale Transaction, Developer shall give the City at least sixty (60) days prior written notice. No notice need be given of any sale, transfer, conveyance, or assignment of any portion of the Property that does not involve a Wholesale Transaction. In addition, except as set forth in this Section 11.5(a) or in any agreement relating to an assignment or transfer of any Parcel, the assignee or transferee of any portion of the Property shall not be subject to any of Developer's monetary obligations hereunder nor be deemed to have assumed any of such obligations except (i) that portion of the Property transferred shall be subject to any unpaid amounts due and liens created as a result of any public financing or assessment district covering such portion, and (ii) each such assignee/transferee as to the portion of the Property transferred shall be responsible for paying any amounts imposed as a condition to the development of that portion of the Property so transferred, which are due upon filing of maps, issuance of building permits, or some other event (including, without limitation, assessments imposed in connection with any owners association or landscape maintenance district formed for that portion of the Property).

(b) Notwithstanding anything to the contrary in Section 11.5(a) above, the City shall release Developer from any obligations under this Agreement with respect to the portion of the Property transferred upon the full satisfaction by Developer of the following conditions:

(i) Developer no longer has a legal or equitable interest in the portion of the Property being transferred except for any rights applicable to purchase money financings, the CC&R's, or other restrictive covenants, reservations, or easements, or similar instruments recorded against the Property;

(ii) the City has not received notice that Developer is then in material default under this Agreement; and

(iii) the purchaser, transferee, or assignee agrees in writing to be bound by this Agreement as it applies to the portion of the Property being transferred; and

(iv) the purchaser, transferee, or assignee provides the City with assurances reasonably satisfactory to the City Manager and City Attorney concerning the performance of its obligations hereunder with respect to the Parcel being acquired.

Following compliance by the Developer (and the transferee where applicable) with the requirements of this Section 11.5(b), the City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such transferee. "Compliance," as used in the preceding sentence, shall include, without limitation, compliance with reporting requirements and the payment of any dollar amounts owed.

(c) With respect to any permitted assignment pursuant to the provisions of this Section 11.5, the City shall forthwith release Developer from its obligation under any subdivision agreements or other agreements or undertakings pertaining to the transferred portion of the Property, and release to Developer any bonds or other security posted to secure obligations under such agreements or undertakings, provided the transferee expressly assumes the obligations under such agreements and substitutes bonds or other security acceptable to the City in place of the security to be released.

(d) Any amendment to this Agreement between the City and a transferee from Developer shall only affect the portion of the Property owned by such transferee, and a breach by any transferee shall only affect that portion of the Property owned by such transferee. Any such amendment shall require the written consent of Developer, so long as Developer has any legal or equitable interest in any of the Property.

(e) Notwithstanding anything contained in this Section 11.5, Developer has full discretion and authority to transfer or assign interests in the Property or portions thereof in connection with any financing transactions described in Section 10.1 above, including any transfer to an institutional lender as a result of a foreclosure or deed in lieu of foreclosure. Any lender acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure, shall take such Property subject to the rights and obligations of Developer under this Agreement; provided, however, in no event shall such lender be liable for any defaults or monetary obligations of Developer arising under this Agreement prior to acquisition of title to the Property by such lender.

## **SECTION 12**

### **MISCELLANEOUS**

**12.1 Notices.** All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City:                      City of Fernley  
                                     595 Silver Lace Boulevard  
                                     Fernley, Nevada 8989408  
                                     Attention: City Manager

With a copy to:            City of Fernley  
                                     595 Silver Lace Boulevard  
                                     Fernley, Nevada 8989408  
                                     Attention: City Attorney

                                     City of Fernley  
                                     595 Silver Lace Boulevard  
                                     Fernley, Nevada 8989408  
                                     Attention: Planning Director

To Developer: Mark IV Capital Properties, Inc.  
4450 MacArthur Boulevard, Second Floor  
Newport Beach, CA 92660

Either Party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of persona/ delivery or the date delivery of mail is first attempted.

**12.2 Further Documents.** Each party agrees to honor any reasonable requests by the other party to complete, execute, and deliver any document necessary to accomplish the purposes hereof.

**12.3 Modifications and Amendments.** Modifications and amendments to this Agreement are not effective or binding until approved by ordinance of the City Council and Recorded in accordance with NRS 278.0205.

**12.4 Entire Agreement.** With respect to the matters addressed herein (including the recitals and exhibits), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties.

**12.5 Time of Essence.** Time is of the essence in the performance of this Agreement.

**12.6 Waiver.** Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

**12.7 Governing law.** The laws of the State of Nevada, without regard to conflicts of law principles, shall govern the interpretation and enforcement of this Agreement.

**12.8 Severability.** If any provision contained in Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

**12.9 Binding effect.** Subject to Section 11.5 above, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and permitted successors and assigns of the parties hereto. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as novation, or includes a waiver or abrogation of any defense to payment by Fernley, such offending portion of the assignment shall be void, and shall be a breach of this Agreement.

**12.10 No third-party beneficiaries.** Unless otherwise specifically identified in this Agreement, there are no third-party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

**12.11 Representation and Warranties by Persons who Sign this Agreement.** Each Person who signs this Agreement represents and warrants to each other Person who signs this Agreement that he or she is an authorized agent of and has actual authority to execute this Agreement on behalf of the party for whom he or she is signing, and that all required approvals and actions have been taken to authorize the execution of this Agreement with the intent and effect of binding the party to this Agreement.

**12.12 Attorney's Fees.** If legal action is brought by either party to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs in addition to all other relief to which it may be entitled.

**12.13 No Personal Obligation/No Completion Obligation.** This Agreement in and of itself does not represent a personal obligation of Developer, its officers, directors, or shareholders, or their respective successors or assigns. Nothing herein contained shall in and of itself be deemed to create an obligation of the Developer, its successors or assigns to complete the development of the entire Project as contemplated, or any particular portion thereof.

**12.14 Release of Lot/Common Area.** Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any Parcel within the Property, and such Parcel shall be released and no longer be subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for a building on such Parcel. This Agreement shall further terminate with respect to any Parcel designated in the Development Approvals for open space, or as "common area" upon completion of all improvements required for that Parcel as identified in the Development Approvals.

[Signature Page Follows]



**M4 NEW FERNLEY LLC**, a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of M4 New Fernley LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**M4 NEW FERNLEY QOZB LLC**, a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of M4 New Fernley QOZB LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**  
**PD HANDBOOK**  
**(attached)**

**EXHIBIT C**

**CITY WELL # 9 LOCATION MAP**



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: December 20, 2023**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Kim Swanson, City Clerk

**FINANCIAL IMPACT:**

Yes: No:

**CURRENTLY BUDGETED:**

Yes: No:

**FUND/ACCOUNT:**

**ACTION REQUESTED:**

**AGENDA ITEM:**

(For possible action) Approval of the Mayor's appointments to various Boards and Committees.

**AGENDA ITEM BRIEF:**

**RECOMMENDED MOTION:**

**BUSINESS IMPACT (per NRS Chapter 237):**

See attached report for background, analysis, alternatives.

**ALTERNATIVES:**

**BACKGROUND:**

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

None



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: December 20, 2023**

**REPORT TO:** Mayor and City Council

**REPORT FROM:**

**FINANCIAL IMPACT:**

Yes:

No:

**CURRENTLY BUDGETED:**

Yes:

No:

**FUND/ACCOUNT:**

**ACTION REQUESTED:**

**AGENDA ITEM:**

Possible action to consider canceling the January 3rd City Council meeting.

**AGENDA ITEM BRIEF:**

**RECOMMENDED MOTION:**

**BUSINESS IMPACT (per NRS Chapter 237):**

See attached report for background, analysis, alternatives.

**ALTERNATIVES:**

**BACKGROUND:**

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

None



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: December 20, 2023**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Lydia Altick, Deputy City Manager

**FINANCIAL IMPACT:**

Yes: No: X

**CURRENTLY BUDGETED:**

Yes: N/A No:

**FUND/ACCOUNT:**

N/A

**ACTION REQUESTED:** Resolution

**AGENDA ITEM:**

For Possible Action: To approve a resolution to adopt the Regional Hazard Mitigation Plan for FEMA approval as prepared by Lyon County in coordination with the City of Fernley and other regional jurisdictions.

**AGENDA ITEM BRIEF:**

Adoption of Resolution #23-017 will allow Fernley to be eligible for FEMA non-disaster mitigation funding.

**RECOMMENDED MOTION:**

Move to approve Resolution #23-017 adopting the Regional Hazard Mitigation 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:**

Fernley City Council may choose not to adopt the Regional Hazard Mitigation Plan.

**BACKGROUND:**

The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Stafford Act), as amended by the Disaster Mitigation Act of 2000 (DMA 2000), Public Law 106-390, and its implementing Code of Federal Regulations (CFR) provisions, 44 CFR § 201, provide the legal authority for local hazard mitigation planning. The

DMA 2000 requires state, local, and tribal governments to develop a Hazard Mitigation Plan (HMP) that identifies the jurisdiction's natural hazards, risks, vulnerabilities, and mitigation strategies. The planning process requirements mandated by the Federal Emergency Management Agency (FEMA) (outlined in 44 CFR §201.6) include the following activities:

- Document the planning process;
- Provide stakeholders with an opportunity to participate;
- Conduct and document public involvement;
- Incorporate existing plans and reports;
- Discuss continued public participation and plan maintenance; and
- Provide a method for monitoring, evaluating, and updating the HMP.
- 

Once complete, the HMP must be submitted to FEMA for approval. FEMA's approval of an HMP is a prerequisite for federal Hazard Mitigation Assistance grant program eligibility (outlined in 42 CFR §5165(a)).

The City of Fernley is a participating jurisdiction as part of the Mitigation Planning Team to provide capabilities, resources, and concerns as part of the Regional Hazard Mitigation Plan 2023 process along with the following jurisdictions: Lyon County \*lead jurisdiction, City of Yerington, Central Lyon County Fire Protection District, North Lyon County Fire Protection District, Yerington/Mason Valley Fire Protection District, Smith Valley Fire Protection District, Walker River Irrigation District, Carson Water Subconservancy District, and Mason and Smith Valley Conservation Districts. The meetings took place between May and November 2023 to ensure an engaged and collaborative approach to mitigation planning and program implementation.

The following hazards are the focus of region's hazard mitigation program:

- Avalanche
- Criminal Acts and Terrorism/WMD
- Dam/Canal/Reservoir Failure
- Drought
- Earthquake
- Economic/Supply Chain
- Energy Emergency
- Epidemic/Infection Disease
- Expansive Soil
- Hazardous Materials
- Infestation
- Landslide
- Severe Storm and Extreme Snowfall
- Technological Hazards (including Cyber)
- Tornado
- Transportation Accident (including aircraft and rail)
- Volcano
- Water/Wastewater Emergency
- Wildland Fire

The Lyon County Regional HMP assesses the potential impact of all prioritized hazards on community members

and property and provides mitigation strategies and actions to reduce such risks. The HMP prioritizes these strategies and includes an implementation plan to ensure strategic actions are carried out. The 2023 HMP is the required update of the region's 2018 HMP. The updated HMP ensures that community members have access to the most up-to-date hazard risk information and maintains the County's and participating communities' eligibility to receive federal mitigation funding.

The HMP attempts to account for all areas of risk concern and address the needs of each participating community. It is designed to integrate with other planning efforts and neighboring county mitigation plans, and to be multi-jurisdictional, representing the efforts of each participating community within the region.

#### **RELEVANT LAWS, STATUTES, AND REGULATIONS:**

44 CFR §201.6(c)(5) requires that the Lyon County Regional Hazard Mitigation Plan be formally adopted by the Board of County Commissioners and all participating jurisdictions.

Disaster Mitigation Act of 2000

Public Law 106-390

The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Stafford Act)

#### **FINANCIAL IMPLICATIONS:**

There are none

#### **ATTACHMENTS:**

1. 23-XXX\_FCC

**CITY OF FERNLEY**  
**RESOLUTION # XX-XXX**

**A RESOLUTION OF THE CITY OF FERNLEY AMENDING THE DEVELOPMENT SERVICES FEE SCHEDULE TO REFLECT ACTUAL COST OF CONTRACTED SURVEYOR CONSULTANT RATES RATHER THAN A SET SURVEYOR FEE.**

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

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

**WHEREAS**, City Council adopted Resolution # 20-009 which established a Development Services Fee Schedule containing a "Surveyor Fee" set at "Actual Cost"; and

**WHEREAS**, to apprise City Council of increases in contracted surveyor rates, staff then brought forward Resolution #22-019 which, when adopted by City Council, effectively repealed the "Surveyor Fee" set at "Actual Cost" and replaced it with a set cost; and

**WHEREAS**, the actual cost of retaining a contracted surveyor has again increased; and

**WHEREAS**, City Council wishes to preserve staff's flexibility to negotiate a contracted surveyor rate that will allow compliance with all statutory timelines for planning and zoning applications required by NRS 278;

**NOW, THEREFORE IT BE RESOLVED**, that the fee schedule adopted by Resolution # 22-019 is hereby repealed and the Development Services Fee Schedule established by Exhibit B of Resolution # 20-009 is hereby re-adopted and shall again take effect December 1, 2023.

**RESOLUTION PASSED, APPROVED, AND ADOPTED this 15<sup>th</sup> day of November 2023, by the following vote of the Fernley City Council:**

Aye: \_\_\_\_\_ Nay: \_\_\_\_\_ Abstention: \_\_\_\_\_ Absent: \_\_\_\_\_

FERNLEY CITY COUNCIL

By: \_\_\_\_\_  
Neal E. McIntyre, Mayor

Date: \_\_\_\_\_

Attest By: \_\_\_\_\_  
Kim Swanson, City Clerk

Date: \_\_\_\_\_



# CITY OF FERNLEY

## City Council AGENDA REPORT

**Meeting Date: December 20, 2023**

**REPORT TO:** Mayor and City Council

**REPORT FROM:** Aaron Mouritsen, City Attorney

**FINANCIAL IMPACT:**

Yes: No: X

**CURRENTLY BUDGETED:**

Yes: No:

**FUND/ACCOUNT:**

**ACTION REQUESTED:** Motion

**AGENDA ITEM:**

(For Possible Action) Second Reading and Adoption of Bill # 341, amending Section 2.02.07 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.

**AGENDA ITEM BRIEF:**

(For Possible Action) Second reading and adoption of Bill # 341, amending Section 2.02.07 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.

**RECOMMENDED MOTION:**

"I move to adopt Bill #341, amending Section 2.02.7 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.

**BUSINESS IMPACT (per NRS Chapter 237):**

See attached report for background, analysis, alternatives.

**ALTERNATIVES:**

**BACKGROUND:**

Revision to FMC 2.02.07 is pursuant to the City Council's request.

**RELEVANT LAWS, STATUTES, AND REGULATIONS:**

FMC 2.02.07

**FINANCIAL IMPLICATIONS:**

**ATTACHMENTS:**

1. Bill #341 City Manager (redline)

Sec. 2.02.07. - Temporary absence or vacancy; acting city manager.

(a) In the event of a temporary absence by the manager, should the position exist, the deputy city manager shall automatically become the acting city manager. The city manager is obligated, if reasonably possible, to immediately notify the deputy city manager of said action. The city manager is obligated to give as much advance notice as possible of any planned absence to the deputy city manager.

(b) If the deputy city manager is unable to perform as the acting city manager, or the position does not exist, the city manager ~~may~~shall appoint an acting city manager during his or her absence.

(c) If the city manager is incapacitated to the point that he or she cannot make a temporary appointment, the mayor shall be empowered to appoint an acting city manager.

(d) If the city manager is absent due to a suspension or placed on administrative leave by the council, the mayor shall be empowered to appoint an acting city manager.

(e) During a vacancy of the city manager's position, the mayor with confirmation by council shall ~~may~~ appoint an acting city manager. The acting city manager shall exercise the full authority of the manager during the temporary absence or vacancy of the city manager's position.

(Ord. No. 2022-011, 11-16-2022)