



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, April 17, 2024 • 5:00 PM

Mayor
Neal E. McIntyre

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

City Manager
Benjamin Marchant

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

Zoom information:

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

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

2. CONSENT AGENDA

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

- 2.1. (Possible Action) Approval of Voucher Report**
- 2.2. (Possible Action) Approval of Minutes**
- 2.3. (Possible Approval) Approval of Business Licenses**
- 2.4. Possible Action to Approve the Will-Serve Request from Silver Square Plaza for 0.71 ERC's for Water and 2.90 ERC's for Sewer for Lyon County Parcel 021-102-15 located at 840 E. Main St. Fernley, NV**
- 2.5. Action to Approve the Will-Serve Request from Silver Square Plaza for 0.16 ERC's for Water (Irrigation Only) for Lyon County Parcel 021-102-14&15 located at 810 & 840 E. Main St. Fernley, NV 89408.**
- 2.6. Possible Action to Approve the Will-Serve Request from Squeeze In for 0.36 ERC's for Water for Lyon County Parcel 020-334-04 located at 1420 US-95A, Suite#1 Fernley, NV 89408**
- 2.7. Possible action to award a contract to Civic Plus for the implementation of community development software for \$55,000 for the initial term including FY 2024-2025 and \$32,025 for year two.**
- 2.8. Possible Action to Approve the Will-Serve Request from Sure Clean Car Wash for 1.88 ERC's for Water and 5.27 ERC's for Sewer for Lyon County Parcel 021-232-68 located at 1530 E. Newlands Drive Fernley, NV 89408**
- 2.9. (Possible Action) to Approve the Acceptance of Infrastructure Related to the Dolan Auto Car Sales Lot Expansion Project**
- 2.10. (For Possible Action) Approval to accept the public improvements including roadway, water, storm drain and sewer infrastructure for the Victory Logistics D-2 project.**
- 2.11. Discussion and possible action to approve a contract with UNVC for Building Envelope Commissioning during the construction of Phase I of the Community Resource and Response Center in an amount not to exceed \$30,900.**
- 2.12. Possible action to approve amendment number one to the contract for Cummings Management Group Inc. for owner's representative services during construction of phase one of the community response and resource center project.**
- 2.13. (Possible Action) to approve the liquor license for CJMFOODS, Inc dba Grocery Outlet of Fernley.**

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

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

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

- 5.1. Presentation by the Healty Community Coalition regarding the possible use of the City's Opioid Settlement Funds by the Health Community Coalition for Opioid Use Prevention to Fernley area schools.
- 5.2. Presentation by Lyon County Human Services on the County's use of Opioid Settlement funds.
- 5.3. Presentation by North Lyon Fire Protection District on the District's use of Opioid Settlement funds.
- 5.4. Discussion and possible action to approve the lease agreement with artist Chad Rice in the amount not to exceed \$2,000.00 for the installation and lease of Turn Turn Turn art sculpture at the Main Street Art Park.

6. ORDINANCES

- 6.1. (For Possible Action) Introduction and First Reading of Bill #348, an Ordinance to amend Title 2, Chapter 9, Article 1 (Planning Commission) of the City of Fernley Development Code authorizing the Planning Commission to act as the Capital Improvements Advisory Committee pursuant to NRS 278B.150, and other matters related thereto.

7. STAFF REPORTS

- 7.1. For Possible Action: To Correct the Quitclaim Deed re: APN #021-103-18 - The Depot Property - that inadvertently transmitted APN 21-103-50 - The Sheriff Substation and Justice Complex - to the Town of Fernley along with the Depot Property
- 7.2. Discussion and possible action to ratify change order number one through four for the Villa Park Water and Sewer Replacement and street reconstruction project.
- 7.3. Discussion and possible action to approve a lease for groundwater in the Brady Hot Springs basin with NVEnergy and other matters properly related thereto.

8. RESOLUTIONS

- 8.1. Discussion and possible action to adopt joint Resolution 24-007 accepting the 2022 City of Fernley Water System Plan Update
- 8.2. (For Possible Action) Consideration, discussion, and possible action to approve Resolution #24-009 to: 1) change the fees for Planning applications from flat fees to deposits; 2) include a technology fee to cover the cost of project tracking software; 3) increase noticing fees to cover rising costs; and 4) increase seven (7) of the base fees to be more in alignment with other jurisdictions; and other matters related thereto.
- 8.3. Discussion and possible action for approval of Resolution #24-001 in opposition to the United States Postal Service's proposed changes to the Processing and Distribution Center in Reno, Nevada.

9. PUBLIC HEARINGS

- 9.1. (For Possible Action) Discussion and possible action regarding Bill #346 and the related annexation application (ANX24001) submitted by Summit Engineering on behalf of Lansing Companies regarding a request to annex into the City of Fernley a ±177.7-acre parcel generally located west of Duffy Drive, east of Truck Inn Way, and northwest of Nevada Pacific Parkway at Interstate 80 (APN: 021-581-08).

10. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

11. PUBLIC FORUM

12. ADJOURNMENT

Next Meeting: May 1st @ 5pm

Report Criteria:

- Detail report.
- Invoice detail records above \$0 included.
- Paid and unpaid invoices included.
- Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
AIT ADVANCED INTERPRETING & TRANSLATION									
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202403B-FMC-	Spanish Raymundo Daza and Oscar Castillo	03/11/2024	320.00	04/04/2024	100-425-330	PROF SERV-INTERPRETER	324
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202403D-FMC-	Raymundo Daza 24TR00083	03/27/2024	160.00	04/04/2024	100-425-330	PROF SERV-INTERPRETER	324
Total 8498:					480.00				
ALL IN GRAPHIX									
8725	ALL IN GRAPHIX	5942	Marshal Sitckers	03/22/2024	128.52	04/04/2024	100-425-322	Prof Serv-Other	324
Total 8725:					128.52				
ALTITUDE SIGNAL, LLC									
8680	ALTITUDE SIGNAL, LLC	1003665	reconfigure detection for new striping on road way	03/25/2024	900.00	04/04/2024	100-475-422	Contract-Traffic Light Mainten	324
Total 8680:					900.00				
AQUA BACKFLOW, INC									
8934	AQUA BACKFLOW, INC	2024-0101	Backflow Prevention Program Management	04/02/2024	161.50	04/04/2024	510-810-320	Prof Serv-Engineering	424
Total 8934:					161.50				
ARAMARK									
1895	ARAMARK	5980185922	shirt contract	03/26/2024	43.62	04/04/2024	100-480-600	GENERAL SUPPLIES/TOOLS	324
1895	ARAMARK	5980185923	uniforms	03/26/2024	43.90	04/04/2024	100-475-600	General Supplies	324
1895	ARAMARK	5980185924	pants service	03/26/2024	92.99	04/04/2024	510-810-614	Supplies-Plant/Shop/Maint	324
1895	ARAMARK	5980187829	PS rags and rugs	04/02/2024	116.77	04/04/2024	510-840-420	Contract Services	424
1895	ARAMARK	5980187835	shirt contract	04/02/2024	55.24	04/04/2024	100-480-600	GENERAL SUPPLIES/TOOLS	424
1895	ARAMARK	5980187836	shop mats	04/02/2024	82.27	04/04/2024	100-575-600	General Supplies	424
1895	ARAMARK	5980187837	uniforms	04/02/2024	43.90		100-475-616	Supplies-Safety	424
1895	ARAMARK	5980187838	pants service	04/02/2024	92.99		510-810-614	Supplies-Plant/Shop/Maint	424
1895	ARAMARK	5980187840	mats	04/02/2024	191.58		100-475-614	Supplies-Plant/Shop/Maint	424
Total 1895:					763.26				
AT&T									
13	AT&T	53740 APR 24	775 575-5455 374 0	03/26/2024	416.63	04/17/2024	100-417-530	Communications (Internet,Cell)	324
13	AT&T	98670 APR 24	775-786-2229 867 0 MAR 20 2024- APR 19 2024	03/20/2024	1,425.13	04/11/2024	100-417-530	Communications (Internet,Cell)	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 13:					1,841.76			
B & L BACKFLOW TESTING SPECIALISTS								
1419	B & L BACKFLOW TESTING SPECIALISTS	50324-TW	10 HR REPAIR WORKSHOP FOR T. WALKER 5/3/24	04/08/2024	295.00		510-810-580 Training	424
Total 1419:					295.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	19111/5	parts for streets dump truck	03/27/2024	31.98	04/04/2024	100-475-610 Automotive Supplies	324
20	BIG R OF FERNLEY	19113/5	hard hats batteries	03/27/2024	39.95	04/04/2024	100-575-616 Safety Supplies	324
20	BIG R OF FERNLEY	19114/5	clamps	03/27/2024	23.94	04/04/2024	100-575-600 General Supplies	324
20	BIG R OF FERNLEY	19116/5	well 13 chem tank parts	03/27/2024	53.91	04/04/2024	510-810-614 Supplies-Plant/Shop/Maint	324
20	BIG R OF FERNLEY	19121/5	pump	03/28/2024	99.99	04/04/2024	100-475-600 General Supplies	324
20	BIG R OF FERNLEY	19122/5	propane clock	03/28/2024	397.03	04/04/2024	100-475-623 Propane	324
20	BIG R OF FERNLEY	19123/5	misc, cleaning supplies and straps.	03/28/2024	100.10	04/04/2024	100-575-600 General Supplies	324
20	BIG R OF FERNLEY	19126/5	grease fittings	03/28/2024	12.44	04/04/2024	100-575-614 Supplies-Plant/Shop/Maint	324
20	BIG R OF FERNLEY	19131/5	safety gear	03/29/2024	63.90	04/04/2024	100-575-616 Safety Supplies	324
20	BIG R OF FERNLEY	19150/55	FUEL SYSTEM PARTS FOR SHOP	04/01/2024	141.94	04/04/2024	100-480-610 AUTOMOTIVE SUPPLIES	424
20	BIG R OF FERNLEY	19151/5	CREDIT	04/01/2024	32.00	04/04/2024	100-480-610 AUTOMOTIVE SUPPLIES	424
20	BIG R OF FERNLEY	19155/5	windsheild cleaner	04/02/2024	5.78	04/04/2024	100-575-610 Automotive Supplies	424
20	BIG R OF FERNLEY	19156/5	Weed Killer	04/02/2024	94.99	04/04/2024	520-810-614 Supplies-Plant/Shop/Maint	424
20	BIG R OF FERNLEY	19159/5	ball and receiver misc.	04/02/2024	127.34	04/04/2024	100-475-600 General Supplies	424
20	BIG R OF FERNLEY	19162/5	misc bits.	04/03/2024	45.51		100-575-612 Building Maintenance Supplies	424
20	BIG R OF FERNLEY	19185/5	ratchet strap	04/08/2024	22.99		100-575-600 General Supplies	424
20	BIG R OF FERNLEY	19187/5	Water Truck Fittings	04/08/2024	95.32		520-810-610 Supplies-Automotive	424
Total 20:					1,325.11			
BLUE BEACON INTERNATIONAL								
200	BLUE BEACON INTERNATIONAL	60112034	truck wash	04/01/2024	97.10	04/04/2024	100-475-610 Automotive Supplies	424
Total 200:					97.10			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	31324-2	business cards	03/26/2024	92.40	04/04/2024	100-414-550 Printing and Postage	324
Total 6970:					92.40			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	8757544	tissue paper	03/29/2024	353.31	04/04/2024	100-575-600 General Supplies	324
Total 8837:					353.31			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
BUREAU OF LAND MANAGEMENT								
363	BUREAU OF LAND MANAGEMENT	Apr 2024	BLM Lands Bill	04/04/2024	35,000.00	04/04/2024	100-413-322 Prof Serv-Other	424
Total 363:					35,000.00			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	03/2024	FINANCE-CREDIT CARD PROCESSING FEES 6291057	03/31/2024	941.87	03/31/2024	100-415-609 Credit Card Fees - Govt Svcs	324
8637	CHASE PAYMENTECH MERCHANT SERVICES	03/2024	SEWER-CREDIT CARD PROCESSING FEES 6181757	03/31/2024	3,822.78	03/31/2024	520-810-609 Credit Card Fees	324
8637	CHASE PAYMENTECH MERCHANT SERVICES	03/2024	WATER-CREDIT CARD PROCESSING FEES 6181757	03/31/2024	3,822.78	03/31/2024	510-810-609 Credit Card Fees	324
8637	CHASE PAYMENTECH MERCHANT SERVICES	03/2024	FINANCE-CREDIT CARD PROCESSING FEES 6291058	03/31/2024	101.57	03/31/2024	100-415-609 Credit Card Fees - Govt Svcs	324
Total 8637:					8,689.00			
CITY OF FERNLEY								
32	CITY OF FERNLEY	30.8094.25 APR 24	VILLA PARK PAVING & UTILITY RECON. HYDRANT METER	04/01/2024	316.95		100-475-730 Improve other than Buildings	424
Total 32:					316.95			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	114-2133780-1455461	REIMB FOR AMAZON-FES CITY HALL FIELD TRIP SUPPLI	04/03/2024	53.54	04/04/2024	100-413-600 General Supplies	424
8639	EMPLOYEES, CITY OF FERNLEY	3624	REIMB FOR COMPLETION OF PRO. GRANT WRITING AT	03/06/2024	1,147.50	04/04/2024	520-810-580 Training	324
8639	EMPLOYEES, CITY OF FERNLEY	3624	REIMB FOR COMPLETION OF PRO. GRANT WRITING AT	03/06/2024	1,147.50	04/04/2024	510-810-580 Training	324
8639	EMPLOYEES, CITY OF FERNLEY	38133C	REIMB FOR COLLECTION CERT. EXAM	03/27/2024	150.00	04/04/2024	520-810-642 Permits and Licenses	324
8639	EMPLOYEES, CITY OF FERNLEY	4324	REIMB FOR 2024 KIDS TOUR SUPPLIES	04/03/2024	75.30	04/04/2024	100-610-600 General Supplies	424
8639	EMPLOYEES, CITY OF FERNLEY	4924	REIMB FOR EXAM FACILITY FEE	03/27/2024	69.00		520-810-642 Permits and Licenses	324
Total 8639:					2,642.84			
FARR CONSTRUCTION								
668	FARR CONSTRUCTION	PayRequest17	Partial Retention refund for surface water conveyance project	03/29/2024	174,078.35		510-166100 Construction In Progress	324
Total 668:					174,078.35			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - WW	03/15/2024	1,852.61		520-810-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - PARKS	03/15/2024	423.36		100-575-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE -STREETS	03/15/2024	1,458.80		100-475-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - BUILDING	03/15/2024	157.13		100-605-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - ENG	03/15/2024	19.44		100-529-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - ANIMAL CONTROL	03/15/2024	248.81		100-525-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - TRAINING BLDG	03/15/2024	274.08		100-605-580 Training	324
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - FACILITIES	03/15/2024	232.09		100-417-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - VECTOR	03/15/2024	55.16		100-528-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - WTP	03/15/2024	101.66		510-840-626 Gasoline	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - COURT	03/15/2024	64.82		100-425-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - WD	03/15/2024	1,405.16		510-810-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3779019	GASOLINE - FLEET	03/15/2024	182.56		100-480-626 GASOLINE	324
18	FLYERS ENERGY, LLC	CFS-3796140	GASOLINE-STREETS	03/31/2024	1,304.53		100-475-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3796140	GASOLINE-FACILITIES	03/31/2024	186.01		100-417-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3796140	GASOLINE-WW	03/31/2024	1,533.38		520-810-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3796140	GASOLINE-BUILDING	03/31/2024	245.22		100-605-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3796140	GASOLINE-VECTOR	03/31/2024	58.63		100-528-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3796140	GASOLINE-WTP	03/31/2024	45.04		510-840-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3796140	GASOLINE-ANIMAL CONTROL	03/31/2024	274.17		100-525-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3796140	GASOLINE-PARKS	03/31/2024	339.30		100-575-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3796140	GASOLINE-WD	03/31/2024	1,124.98		510-810-626 Gasoline	324
18	FLYERS ENERGY, LLC	CFS-3796140	GASOLINE-FLEET	03/31/2024	105.08		100-480-626 GASOLINE	324
Total 18:					11,692.02			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0350	Lobbyist Contract April 24	04/10/2024	5,800.00	04/04/2024	100-413-322 Prof Serv-Other	424
Total 8869:					5,800.00			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2674795	hot mix	03/20/2024	450.24	04/04/2024	100-475-600 General Supplies	324
64	GRANITE CONSTRUCTION CO	2675706	hot mix	03/21/2024	449.00	04/04/2024	100-475-600 General Supplies	324
Total 64:					899.24			
GRANT PROFESSIONALS ASSOCIATION								
8995	GRANT PROFESSIONALS ASSOCIATION	300015272	Association Dues	04/02/2024	48.50	04/04/2024	100-575-581 Dues and Memberships	424
8995	GRANT PROFESSIONALS ASSOCIATION	300015272	Association Dues	04/02/2024	48.50	04/04/2024	100-475-581 Dues and Memberships	424
8995	GRANT PROFESSIONALS ASSOCIATION	300015272	Association Dues	04/02/2024	48.50	04/04/2024	520-810-581 Dues and Memberships	424
8995	GRANT PROFESSIONALS ASSOCIATION	300015272	Association Dues	04/02/2024	48.50	04/04/2024	510-840-581 Dues and Memberships	424
Total 8995:					194.00			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	53130	tools for shop	03/27/2024	239.51	04/04/2024	100-480-600 GENERAL SUPPLIES/TOOLS	324
Total 8987:					239.51			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111827	Misc. Service Labor	03/18/2024	145.00	04/04/2024	100-605-322 Prof Serv-Other	324
70	HANNEMAN SERVICE	111828	Misc. Service Labor	02/22/2024	145.00	04/04/2024	100-605-322 Prof Serv-Other	224
70	HANNEMAN SERVICE	111833	Misc. Service Labor	03/25/2024	145.00	04/04/2024	100-605-322 Prof Serv-Other	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
70	HANNEMAN SERVICE	13677	2000 Volkswagen Jetta 56 Sixth Street No Plates	02/22/2024	55.00	04/04/2024	100-605-322 Prof Serv-Other	224
70	HANNEMAN SERVICE	13753	1992 Ford Box Truck 524 P59 NV 1735 Olive Branch Ct.	03/18/2024	55.00	04/04/2024	100-605-322 Prof Serv-Other	324
70	HANNEMAN SERVICE	13768	1999 Lincoln Town Care White No Plates 543 Osprey	03/25/2024	55.00	04/04/2024	100-605-322 Prof Serv-Other	324
Total 70:					600.00			
HARRIS INDUSTRIAL GASES								
8630	HARRIS INDUSTRIAL GASES	1940825	welding supplies for fleet	03/26/2024	148.65	04/04/2024	100-480-610 AUTOMOTIVE SUPPLIES	324
Total 8630:					148.65			
IBEW Local 1245								
83	IBEW Local 1245	APR 2024-1	UNION DUES, ONE HALF OF MONTH	04/05/2024	869.78	04/05/2024	100-219900 OTHER PAYROLL PAYABLES	424
Total 83:					869.78			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	APR 2024-1	W/HOLD TAX PAYABLE, PAYROLL	04/05/2024	20,115.81	04/05/2024	100-212000 FEDERAL WITHHOLDING PAYAB	424
7879	INTERNAL REVENUE SERVICE	APR 2024-1	MED TAX PAYABLE, PAYROLL	04/05/2024	6,090.26	04/05/2024	100-211000 FICA PAYABLE	424
7879	INTERNAL REVENUE SERVICE	APR 2024-1	FICA TAX PAYABLE, PAYROLL	04/05/2024	235.04	04/05/2024	100-211000 FICA PAYABLE	424
Total 7879:					26,441.11			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1001862850	Pencils for Building Safety Month	04/03/2024	60.00		100-605-600 General Supplies	424
Total 617:					60.00			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	842978-IN	SOLVENT FOR SHOP	04/02/2024	187.15	04/04/2024	100-480-610 AUTOMOTIVE SUPPLIES	424
Total 4329:					187.15			
JNA CONSULTING GROUP LLC								
2953	JNA CONSULTING GROUP LLC	2024.009	Prep of Annual Report/Monitoring	04/01/2024	762.50		520-810-322 Prof Serv-Other	424
2953	JNA CONSULTING GROUP LLC	2024.009	Prep of Annual Report/Monitoring	04/01/2024	762.50		510-810-322 Prof Serv-Other	424
Total 2953:					1,525.00			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	34472	maintenance	04/01/2024	196.65	04/04/2024	100-417-420 Contract Services	424
Total 8751:					196.65			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
KODIAK ROOFING & WATERPROOFING CO									
8697	KODIAK ROOFING & WATERPROOFING CO	27416	roof inspection	10/19/2023	500.00	04/04/2024	100-417-420	Contract Services	1023
Total 8697:					500.00				
KOLVET, BRENT									
8611	KOLVET, BRENT	4824	CONFLICT COVERAGE-23CR00085	04/08/2024	396.00		100-425-335	PROF SERV-SENIOR JUDGE	424
Total 8611:					396.00				
LAHONTAN VALLEY VET CLINIC, INC.									
8545	LAHONTAN VALLEY VET CLINIC, INC.	603981	See Comments on invoice Canine 1-26 invoice	01/26/2024	938.70	04/04/2024	100-525-322	Prof Serv-Other	124
8545	LAHONTAN VALLEY VET CLINIC, INC.	608620	Transfer from Fallon to Fernley animal investigation 00850143	03/30/2024	388.00		100-525-322	Prof Serv-Other	324
Total 8545:					1,326.70				
LOWES CREDIT SERVICES									
7650	LOWES CREDIT SERVICES	1400	PS shop supplies	03/26/2024	40.84	04/04/2024	510-840-614	Plant/Shop/Maint. Supplies	324
7650	LOWES CREDIT SERVICES	1432	hard hats cleaning supplies safety	03/28/2024	203.05	04/04/2024	100-475-616	Supplies-Safety	324
7650	LOWES CREDIT SERVICES	1463	paint for shop bathroom	03/29/2024	75.97		510-810-614	Supplies-Plant/Shop/Maint	324
7650	LOWES CREDIT SERVICES	71452	clamps sander misc.	04/02/2024	143.37		100-575-600	General Supplies	424
7650	LOWES CREDIT SERVICES	72023	sealer misc.	04/02/2024	45.65		100-417-614	Supplies-Plant/Shop/Maint	424
7650	LOWES CREDIT SERVICES	72437	Impact Drill & flashlights	04/02/2024	407.51	04/04/2024	520-810-614	Supplies-Plant/Shop/Maint	424
7650	LOWES CREDIT SERVICES	75706	form boards	04/04/2024	83.52		100-475-600	General Supplies	424
7650	LOWES CREDIT SERVICES	76586	weed burner misc.	04/05/2024	289.80		100-475-600	General Supplies	424
7650	LOWES CREDIT SERVICES	76742	Key chains and storage shelves	04/05/2024	332.50		510-810-614	Supplies-Plant/Shop/Maint	424
7650	LOWES CREDIT SERVICES	82658	PS Shop Supplies	04/08/2024	60.74		510-810-614	Supplies-Plant/Shop/Maint	424
7650	LOWES CREDIT SERVICES	85943	cleaning supplies	03/07/2024	211.25	04/04/2024	510-810-612	Supplies-Janitorial	324
7650	LOWES CREDIT SERVICES	90020	wood	03/25/2024	45.36	04/04/2024	100-575-600	General Supplies	324
7650	LOWES CREDIT SERVICES	91118	misc wood works	03/26/2024	63.61	04/04/2024	100-575-600	General Supplies	324
7650	LOWES CREDIT SERVICES	92486	wood	03/27/2024	45.36	04/04/2024	100-575-600	General Supplies	324
7650	LOWES CREDIT SERVICES	92972	Tools for service truck	03/11/2024	84.68	04/04/2024	510-810-614	Supplies-Plant/Shop/Maint	324
7650	LOWES CREDIT SERVICES	94110	batteries scrub brush cleaning supplies	03/28/2024	69.24	04/04/2024	100-417-612	Building Maintenance Supplies	324
7650	LOWES CREDIT SERVICES	96189	paint supplies for shop	03/13/2024	63.65	04/04/2024	510-810-614	Supplies-Plant/Shop/Maint	324
7650	LOWES CREDIT SERVICES	976492	METER TECH SUPPLIES	02/10/2024	18.96	04/04/2024	510-810-614	Supplies-Plant/Shop/Maint	224
Total 7650:					2,285.06				
LYON COUNTY CLERK/TREASURER									
106	LYON COUNTY CLERK/TREASURER	3/24	Road Tax payable to Lyon County	03/31/2024	74,399.10	04/04/2024	100-227010	Road RCT Payable to County	324
106	LYON COUNTY CLERK/TREASURER	Mar 2024	School tax payable to Lyon County	03/31/2024	105,600.00	04/04/2024	100-227015	School RCT Payble to County	324
106	LYON COUNTY CLERK/TREASURER	Mar 2024	1% admin fee (kept by city)	03/31/2024	1,056.00-	04/04/2024	100-330-450	ADMINISTRATION FEES	324
106	LYON COUNTY CLERK/TREASURER	TLT Mar 24	Transient Lodging Tax	03/31/2024	2,054.30	04/04/2024	225-227010	TLT Payable to County	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 106:					180,997.40			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	02035206	LIEN REL- 900 WINNIES LN VANDERKELEN	03/31/2024	40.00	510-810-322	Prof Serv-Other	324
108	LYON COUNTY RECORDER	02053233	LIEN REL- 953 JULIA LN ONO	04/01/2023	40.00	510-810-322	Prof Serv-Other	723
Total 108:					80.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I17456	bmX track	04/01/2024	118.33	04/04/2024	100-575-420 Contract Services	424
8509	MARSHALL'S SEPTIC CARE	I17457	Autumn Winds park	04/01/2024	118.33	04/04/2024	100-575-420 Contract Services	424
8509	MARSHALL'S SEPTIC CARE	I17458	OTP	04/01/2024	526.65	04/04/2024	100-575-420 Contract Services	424
8509	MARSHALL'S SEPTIC CARE	I17459	GVP	04/01/2024	210.66	04/04/2024	100-575-420 Contract Services	424
8509	MARSHALL'S SEPTIC CARE	I17460	ITP	04/01/2024	200.66	04/04/2024	100-575-420 Contract Services	424
8509	MARSHALL'S SEPTIC CARE	I17461	Ponderosa park	04/01/2024	118.33	04/04/2024	100-575-420 Contract Services	424
8509	MARSHALL'S SEPTIC CARE	I17462	Depot	04/01/2024	113.33	04/04/2024	100-575-420 Contract Services	424
Total 8509:					1,406.29			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	PARKS 3.26.24	REFUND FOR RESERVATION CANCELLATION 6/15/24 @	03/28/2024	15.00	03/28/2024	245-360-700 Park Rental Fees	324
Total 1111:					15.00			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	143490	criminal outside legal	03/31/2024	1,055.50	100-414-310	Prof Serv-Legal	324
Total 8906:					1,055.50			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	164932	Luna & Grim 2-22-24	02/22/2024	140.00	04/04/2024	100-525-322 Prof Serv-Other	224
Total 6660:					140.00			
MOSS & SONS LANDSCAPING & CONCRETE LLC								
8948	MOSS & SONS LANDSCAPING & CONCRETE LLC	1781	concrete steps OTP picnic area.	03/28/2024	6,455.00	04/04/2024	100-575-420 Contract Services	324
Total 8948:					6,455.00			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	4459431	monitoring	04/01/2024	399.00	04/04/2024	100-417-420 Contract Services	424

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8814:					399.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	58225868	line locating marking paint	03/28/2024	341.64	04/04/2024	510-810-614 Supplies-Plant/Shop/Maint	324
115	MSC INDUSTRIAL SUPPLY CO	59876648	drum dollie	04/03/2024	59.54		100-480-600 GENERAL SUPPLIES/TOOLS	424
115	MSC INDUSTRIAL SUPPLY CO	60735708	bandsaw blades	04/05/2024	99.52		100-480-600 GENERAL SUPPLIES/TOOLS	424
Total 115:					500.70			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	406960	Maintenance Supplies	03/14/2024	79.29		520-810-614 Supplies-Plant/Shop/Maint	324
58	NAPA AUTO & TRUCK PARTS	407217	Maintenance Supplies	03/19/2024	65.64		520-810-614 Supplies-Plant/Shop/Maint	324
58	NAPA AUTO & TRUCK PARTS	407286	silicone for well 4 mechanical seal	03/20/2024	14.99		510-810-614 Supplies-Plant/Shop/Maint	324
58	NAPA AUTO & TRUCK PARTS	407330	hitch and ball	03/21/2024	39.18	04/04/2024	100-575-600 General Supplies	324
58	NAPA AUTO & TRUCK PARTS	407693	parts for water truck	03/27/2024	112.94	04/04/2024	100-475-610 Automotive Supplies	324
58	NAPA AUTO & TRUCK PARTS	407694	credit	03/27/2024	54.00	04/04/2024	100-480-610 AUTOMOTIVE SUPPLIES	324
58	NAPA AUTO & TRUCK PARTS	407700	light for sweeper	03/27/2024	14.48	04/04/2024	100-475-610 Automotive Supplies	324
58	NAPA AUTO & TRUCK PARTS	407727	automotive	03/28/2024	130.50	04/04/2024	100-475-610 Automotive Supplies	324
58	NAPA AUTO & TRUCK PARTS	407811	truck cleaning	03/29/2024	15.09		510-810-612 Supplies-Janitorial	324
58	NAPA AUTO & TRUCK PARTS	408146	horn for vactor	04/05/2024	24.46		100-475-610 Automotive Supplies	424
58	NAPA AUTO & TRUCK PARTS	408147	parts cleaning for fleet	04/05/2024	24.78		100-480-610 AUTOMOTIVE SUPPLIES	424
58	NAPA AUTO & TRUCK PARTS	408348	air filter for water truck	04/09/2024	65.46		100-475-430 Service-Repair and Maintenance	424
Total 58:					532.81			
NCE								
7617	NCE	675212519	Shadow lane engineering services	01/23/2024	1,800.00	04/04/2024	520-166100 Construction In Progress	124
7617	NCE	675212519	Shadow lane engineering services	01/23/2024	1,190.00	04/04/2024	510-166100 Construction In Progress	124
7617	NCE	675212519	Shadow lane engineering services	01/23/2024	7,781.25	04/04/2024	100-475-745 RTC REIMBURSABLE EXPENDI	124
Total 7617:					10,771.25			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Mar 24	Transient Lodging Tax	03/31/2024	1,232.58	04/04/2024	225-227015 TLT Payable to State	324
Total 6378:					1,232.58			
NEVADA EMPLOYMENT SECURITY DIV								
300	NEVADA EMPLOYMENT SECURITY DIV	1ST QTR 2024	UNEMPLOYMENT CONTRIBUTIONS	03/31/2024	18,809.40	04/08/2024	100-218900 UNEMPLOYMENT PAYABLE	324
Total 300:					18,809.40			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NEVADA LEAGUE OF CITIES AND								
123	NEVADA LEAGUE OF CITIES AND	APRIL 24	NV LEAGE DEVELOPMENT LUNCH 4/12/24 F. ZOBERSKI	03/25/2024	75.00	03/28/2024	100-412-580 Training	324
123	NEVADA LEAGUE OF CITIES AND	APRIL 24	NV LEAGE DEVELOPMENT LUNCH 4/12/24 LOBBYIST	03/25/2024	75.00	03/28/2024	100-413-580 Training	324
123	NEVADA LEAGUE OF CITIES AND	APRIL 24	NV LEAGE DEVELOPMENT LUNCH 4/12/24 A. TORRES	03/25/2024	75.00	03/28/2024	100-412-580 Training	324
123	NEVADA LEAGUE OF CITIES AND	APRIL 24	NV LEAGE DEVELOPMENT LUNCH 4/12/24 CITY MANAGE	03/25/2024	75.00	03/28/2024	100-413-580 Training	324
123	NEVADA LEAGUE OF CITIES AND	APRIL 24	NV LEAGE DEVELOPMENT LUNCH 4/12/24 MAYOR	03/25/2024	75.00	03/28/2024	100-412-580 Training	324
123	NEVADA LEAGUE OF CITIES AND	APRIL 24	NV LEAGE DEVELOPMENT LUNCH 4/12/24 R. HANAN	03/25/2024	75.00	03/28/2024	100-412-580 Training	324
123	NEVADA LEAGUE OF CITIES AND	APRIL 24	NV LEAGE DEVELOPMENT LUNCH 4/12/24 F. MCKAY	03/25/2024	75.00	03/28/2024	100-412-580 Training	324
Total 123:					525.00			
NEVADA STATE TREASURER								
127	NEVADA STATE TREASURER	1ST QTR 2024	CHILD SUPPORT WITHHOLDING FEES	03/31/2024	12.00	04/04/2024	100-219900 OTHER PAYROLL PAYABLES	324
Total 127:					12.00			
NV ENERGY								
167	NV ENERGY	13818 MAR 24	34596405113818 ACH	03/28/2024	45.79	04/15/2024	100-475-622 Electricity	324
167	NV ENERGY	13924 MAR 24	48768108113924 ACH	03/28/2024	33.92	04/15/2024	100-475-622 Electricity	324
167	NV ENERGY	26445 MAR 24	34596505226445 ACH	03/27/2024	5,682.82	04/12/2024	510-840-622 Electricity	324
167	NV ENERGY	28458 MAR 24	34596505228458 ACH	03/27/2024	10,543.69	04/12/2024	510-840-622 Electricity	324
167	NV ENERGY	30672 MAR 24	213677908230672 ACH	03/28/2024	42.77	04/15/2024	100-575-622 Electricity	324
167	NV ENERGY	71493 MAR 24	271223607571493 ACH	03/28/2024	42.07	04/15/2024	100-475-622 Electricity	324
167	NV ENERGY	97731 MAR 24	213677908197731 ACH	03/28/2024	43.76	04/15/2024	100-575-622 Electricity	324
Total 167:					16,434.82			
OFFICE DEPOT								
133	OFFICE DEPOT	357563680001	Supplies-sheet protectors	03/27/2024	59.37	04/04/2024	100-416-600 General Supplies	324
133	OFFICE DEPOT	358093848001	office supplies- cork board	03/27/2024	27.19		100-414-600 General Supplies	324
133	OFFICE DEPOT	358097172001	office supplies-paper, desk pad, pencils, pencil sharpener	03/28/2024	52.03		100-414-600 General Supplies	324
133	OFFICE DEPOT	358097176001	supplies calendar	03/28/2024	5.59		100-414-600 General Supplies	324
133	OFFICE DEPOT	359403416001	Toner for Michele's printer	03/13/2024	97.74	04/04/2024	100-610-601 Office Supplies	324
133	OFFICE DEPOT	359920939001	Office supplies	03/26/2024	32.82	04/04/2024	100-605-601 Office Supplies	324
133	OFFICE DEPOT	359921739001	Office supplies-backpack	03/27/2024	59.99		100-605-601 Office Supplies	324
133	OFFICE DEPOT	360019539001	UT SUPPLIES	03/20/2024	147.58	04/04/2024	510-810-601 Office Supplies	324
133	OFFICE DEPOT	360019539001	UT SUPPLIES	03/20/2024	147.58	04/04/2024	520-810-601 Office Supplies	324
133	OFFICE DEPOT	360049164001	UT SUPPLIES	03/20/2024	6.50	04/04/2024	510-810-601 Office Supplies	324
133	OFFICE DEPOT	360049164001	UT SUPPLIES	03/20/2024	6.49	04/04/2024	520-810-601 Office Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.66	04/04/2024	100-415-600 General Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.65	04/04/2024	100-525-600 General Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.65	04/04/2024	520-810-601 Office Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.65	04/04/2024	100-414-600 General Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.65	04/04/2024	510-840-601 Office Supplies	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.65	04/04/2024	100-610-600 General Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.65	04/04/2024	100-475-600 General Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.65	04/04/2024	100-529-600 General Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.67	04/04/2024	100-575-600 General Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.65	04/04/2024	100-605-600 General Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.65	04/04/2024	100-416-600 General Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.65	04/04/2024	510-810-601 Office Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.66	04/04/2024	100-413-600 General Supplies	324
133	OFFICE DEPOT	360483085001	CITY WIDE PAPER	03/29/2024	31.66	04/04/2024	100-418-600 General Supplies	324
133	OFFICE DEPOT	361066059001	Binders, dividers, erasers	03/25/2024	99.54	04/04/2024	100-415-600 General Supplies	324
Total 133:					1,185.57			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-292186	parts for fire dept. # 63	04/01/2024	21.00	04/04/2024	100-126000 Intergovernmental Receivable	424
6230	O'REILLY AUTO PARTS	3599-292817	cable for dump truck	04/05/2024	11.42		100-475-610 Automotive Supplies	424
Total 6230:					32.42			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	COF-KS18	FMC	04/01/2024	544.91		100-425-550 Printing and Postage	424
8929	PACIFIC OFFICE AUTOMATION	COF-KS18	CAO	04/01/2024	544.91		100-414-550 Printing and Postage	424
8929	PACIFIC OFFICE AUTOMATION	COF-KS18	HR	04/01/2024	544.91		100-413-550 Printing and Postage	424
8929	PACIFIC OFFICE AUTOMATION	COF-KS18	Utilities	04/01/2024	272.46		510-810-550 Printing and Postage	424
8929	PACIFIC OFFICE AUTOMATION	COF-KS18	Utilities	04/01/2024	272.45		520-810-550 Printing and Postage	424
8929	PACIFIC OFFICE AUTOMATION	COF-KS18	Main	04/01/2024	544.91		100-417-550 Printing and Postage	424
8929	PACIFIC OFFICE AUTOMATION	COF-KS18	Clerk	04/01/2024	544.91		100-416-550 Printing and Postage	424
Total 8929:					3,269.46			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5200872	Shred	03/15/2024	100.00	04/04/2024	100-414-600 General Supplies	324
8876	PACIFIC STORAGE COMPANY	5200872	Shred	03/15/2024	20.00	04/04/2024	100-413-322 Prof Serv-Other	324
8876	PACIFIC STORAGE COMPANY	5200872	Shredd	03/15/2024	96.00	04/04/2024	100-415-322 Prof Serv-Other	324
8876	PACIFIC STORAGE COMPANY	5200872	Shredd	03/15/2024	84.00	04/04/2024	100-416-322 Prof Serv-Other	324
Total 8876:					300.00			
PUBLIC AGENCY COMPENSATION TRU								
145	PUBLIC AGENCY COMPENSATION TRU	3RD QTR 2023-2024	WORKERS COMP 3RD QTR 23-24	03/31/2024	35,086.25	04/22/2024	100-219000 WORKERS COMPENSATION PA	324
Total 145:					35,086.25			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	APR 2024	RETIREE INSURANCE - #819	04/02/2024	94.16		100-605-240 Group Insurance	424
143	PUBLIC EMPLOYEES BENEFITS PROG	APR 2024	RETIREE INSURANCE - #819	04/02/2024	1.08		510-810-240 Group Insurance	424
143	PUBLIC EMPLOYEES BENEFITS PROG	APR 2024	RETIREE INSURANCE - #819	04/02/2024	261.08		520-810-240 Group Insurance	424
143	PUBLIC EMPLOYEES BENEFITS PROG	APR 2024	RETIREE INSURANCE - #819	04/02/2024	217.68		100-415-240 Group Insurance	424
Total 143:					574.00			
QUADIENT LEASING USA, INC.								
8737	QUADIENT LEASING USA, INC.	Q1274443	INHOUSE BILLING LEASE	03/30/2024	2,794.41		510-810-441 Rental	324
8737	QUADIENT LEASING USA, INC.	Q1274443	INHOUSE BILLING LEASE	03/30/2024	2,794.41		520-810-441 Rental	324
Total 8737:					5,588.82			
RELIANT ELECTRIC, LLC								
4934	RELIANT ELECTRIC, LLC	24018-1	WWTP Electrical Contactors replaced	04/02/2024	6,959.00		520-810-428 Contract Services-ELECTRICAL	424
Total 4934:					6,959.00			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	6316782	BILL #342	03/01/2024	92.52		100-416-540 Advertising	324
152	RENO GAZETTE JOURNAL	6316782	BILL #345	03/01/2024	83.40		100-416-540 Advertising	324
152	RENO GAZETTE JOURNAL	6316782	BILL #342	03/01/2024	57.00		100-610-540 Advertising	324
152	RENO GAZETTE JOURNAL	6316782	BILL #344	03/01/2024	92.52		100-416-540 Advertising	324
Total 152:					325.44			
RENO ROCK TRANSPORT								
7002	RENO ROCK TRANSPORT	200965	boulders	03/27/2024	1,898.78	04/04/2024	100-575-600 General Supplies	324
Total 7002:					1,898.78			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	24-0284	Water Rights Services	03/31/2024	11,885.00		510-810-698 Water Rights Protection	324
Total 8602:					11,885.00			
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL								
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	24-01	Regulatory Water System Review	04/03/2024	3,450.75		510-810-320 Prof Serv-Engineering	424
Total 8884:					3,450.75			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	185421	Sewer master plan update engineering services	02/29/2024	2,680.00	04/04/2024	520-810-320 Prof Serv-Engineering	224

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1897	SHAW ENGINEERING	185449	New treated water reservoir at WTP engineering design servic	02/29/2024	5,060.00	04/04/2024	510-166100 Construction In Progress	224
1897	SHAW ENGINEERING	185496	On call engineering development reviews CP2023.012 River	02/29/2024	4,540.00	04/04/2024	100-529-320 Prof Serv-Engineering	224
Total 1897:					12,280.00			
SIERRA ELECTRONICS								
161	SIERRA ELECTRONICS	AR44635	radio	03/29/2024	753.16	04/04/2024	100-475-600 General Supplies	324
Total 161:					753.16			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN312907	sure clean car wash samples	03/26/2024	66.00	04/04/2024	510-810-423 Contract Services-ANALYTICAL	324
7856	SILVER STATE ANALYTICAL LABORATORIES	RN313024	WWTP Influent & Effluent Samples	03/28/2024	502.00	04/04/2024	520-810-423 Contract Services-ANALYTICAL	324
7856	SILVER STATE ANALYTICAL LABORATORIES	RN313252	April coliform samples round 1	04/03/2024	286.00		510-810-423 Contract Services-ANALYTICAL	424
7856	SILVER STATE ANALYTICAL LABORATORIES	RN313253	quarterly raw water samples	04/03/2024	66.00		510-810-423 Contract Services-ANALYTICAL	424
Total 7856:					920.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	34011	signs	03/28/2024	122.20	04/04/2024	100-475-615 Supplies-Signs and Striping	324
170	SILVER STATE BARRICADE	34012	fleet numbers	03/28/2024	50.73	04/04/2024	100-480-610 AUTOMOTIVE SUPPLIES	324
170	SILVER STATE BARRICADE	34013	signs	03/28/2024	465.98	04/04/2024	100-475-615 Supplies-Signs and Striping	324
170	SILVER STATE BARRICADE	34549	traffic control plan	04/04/2024	150.00		100-475-615 Supplies-Signs and Striping	424
Total 170:					788.91			
SOSU TV CORP								
8909	SOSU TV CORP	WC1324	Fernley Focus Videos April 24	04/01/2024	1,083.00	04/04/2024	100-413-322 Prof Serv-Other	424
Total 8909:					1,083.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	33096 MAR 24	910001133096 ACH	03/28/2024	691.46	04/16/2024	510-810-621 Natural Gas	324
204	SOUTHWEST GAS CORP	33438 APR 24	910001133438 ACH	03/25/2024	2,183.90	04/15/2024	100-417-621 Natural Gas	324
Total 204:					2,875.36			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	APR 2024-1	CHILD SUPPORT	04/05/2024	319.84	04/04/2024	100-219900 OTHER PAYROLL PAYABLES	424
Total 176:					319.84			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2024400101260	Chem delievery to well 14	03/25/2024	981.05	04/04/2024	510-810-617 Supplies-Chemical	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8646	THATCHER COMPANY, INC.	2024400101261	Chemical delivery to well 13	03/25/2024	1,614.64	04/04/2024	510-810-617 Supplies-Chemical	324
Total 8646:					2,595.69			
TSK								
8714	TSK	21-058.00-22	CRRC 03/01/2024 through 03/31/2024	03/31/2024	8,055.00		220-480-810 ARPA	324
Total 8714:					8,055.00			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00310627	PS Freight charges	03/20/2024	22.06	04/04/2024	510-840-430 Service-Repair and Maintenance	324
464	USA BLUEBOOK	INV00319667	Training Books	03/28/2024	534.54	04/04/2024	520-810-640 Books and Periodicals	324
464	USA BLUEBOOK	INV00320692	Fire hydrant defuser	04/01/2024	719.94	04/04/2024	510-810-614 Supplies-Plant/Shop/Maint	424
464	USA BLUEBOOK	INV00322835	WWTP Chlorine Pump	04/02/2024	3,367.88		520-810-430 Service-Repair and Maintenance	424
464	USA BLUEBOOK	INV00328172	PS lab supplies	04/08/2024	410.75		510-840-614 Plant/Shop/Maint. Supplies	424
Total 464:					5,055.17			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	APR 2024-1	ROTH IRA	04/05/2024	210.00	04/05/2024	100-215000 457 PAYABLE	424
8591	VOYA FINANCIAL	APR 2024-1	DEFERRED COMPENSATION, 457	04/05/2024	2,842.50	04/05/2024	100-215000 457 PAYABLE	424
Total 8591:					3,052.50			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	33001 Apr 24	11-60772-33001	04/05/2024	149.82		100-417-412 Utility Services-Refuse	424
447	WASTE MANAGEMENT	33005 Apr 24	11-60745-33005	04/05/2024	25.54		510-840-412 Utility Service-Refuse	424
447	WASTE MANAGEMENT	33009 Apr 24	11-600774-33009	04/05/2024	122.59		510-810-412 Utility Service-Refuse	424
447	WASTE MANAGEMENT	43003 Apr 24	11-60760-43003	04/05/2024	61.30		520-810-412 Utility Service-Refuse	424
447	WASTE MANAGEMENT	63002 Apr 24	11-74239-63002	04/01/2024	1,042.81	04/04/2024	100-575-412 Utility Service-Refuse	424
447	WASTE MANAGEMENT	65007 Apr 24	6-82641-65007	04/01/2024	259.04	04/04/2024	100-417-412 Utility Services-Refuse	424
447	WASTE MANAGEMENT	95009 Apr 24	8-29467-95009	04/01/2024	448.45	04/04/2024	100-575-412 Utility Service-Refuse	424
Total 447:					2,109.55			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11069689	PS socket	03/29/2024	84.71	04/04/2024	510-840-614 Plant/Shop/Maint. Supplies	324
195	WESTERN NEVADA SUPPLY CO.	11180092	PS fittings and parts	03/28/2024	338.97	04/04/2024	510-840-430 Service-Repair and Maintenance	324
195	WESTERN NEVADA SUPPLY CO.	11181603	bin stock	03/29/2024	345.92	04/04/2024	510-810-613 Supplies-Meter Service	324
195	WESTERN NEVADA SUPPLY CO.	11181611	Storz and B16 meter boxes	03/25/2024	2,282.02	04/04/2024	510-810-613 Supplies-Meter Service	324
195	WESTERN NEVADA SUPPLY CO.	19965490	sensus 1"" 1/2 omni	04/03/2024	948.82		510-166100 Construction In Progress	424
Total 195:					4,000.44			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
WTR ELECTRIC, INC								
8650	WTR ELECTRIC, INC	1060A	Depot	04/01/2024	1,295.98	100-417-428	Contract Services-ELECTRICAL	424
Total 8650:					1,295.98			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	03/2024	CREDIT CARD PROCESSING FEES- SEWER	03/31/2024	2,028.95	03/31/2024	520-810-609 Credit Card Fees	324
2468	XPRESS BILL PAY LLC	03/2024	CREDIT CARD PROCESSING FEES- WATER	03/31/2024	2,028.96	03/31/2024	510-810-609 Credit Card Fees	324
Total 2468:					4,057.91			
Grand Totals:					639,690.72			

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
APRIL 3, 2024**

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

Emma Holstein sang the National Anthem.

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, City Manager Benjamin Marchant, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Building Official Charity Birkel, Planning Director Michele Rambo, Senior Planner Shay League, Public Works Director Barry Williams, City Engineer Derek Starkey.

1.3. Public Forum

None at this time.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1 (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses.

2.4. Possible Action to Approve the Will-Serve Request from Home 2 Suites Hotel (irrigation only) for 1.51 ERC's for Water and 0 for Sewer for Lyon County Parcel 021-232-53 located at 305 Stanley Dr. Fernley, NV 89408

Motion: I MOVE TO APPROVE THE CONSENT AGENDA. **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.

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

Deputy Chief Mitch Brantingham, Lyon County Sheriff's Department reported the stats for the month of March. The deputies took 177 reports for various investigations around the city of Fernley. Six of those were for driving while under the influence, 11 narcotics cases and 10 domestic violence cases. The traffic enforcement team issued

75 citations. The Sheriff's Department has a new program in the patrol division and detention facility. The tablet system is now in the department's vehicles and allows them to facetime directly with a mental health clinician in a mental health crisis. April is awareness month for Donate Life Month and Child Abuse Awareness month. April 15-19 is Dispatch Appreciation week.

Councilman Albert Torres thanked the department for taking part in the tablet program. There are only three agencies left in the 13 counties to get on the tablet program.

Councilman Ryan Hanan wished Deputy Chief Brantingham a happy belated birthday.

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

City Manager, Ben Marchant, invited the public to attend the city's preliminary budget work session on April 4, 2024.

City Clerk, Kim Swanson, read a "Thank you" letter from Anne Paine in regard to the pickleball court.

Councilman Lau, reported that he attended the NNDA meeting and it was very informative. The topics covered were economic developments coming to Nevada.

Councilman Albert Torres reminded the public that the Senior Citizens Advisory Committee meeting is April 12 at 9:00 am.

Mayor Neal McIntyre reported that he went to Cottonwood Elementary school for the 4th grade business proposals. Each student presented what their business was, what it would cost, and how much the citizens would have to pay to use the business.

4. PROCLAMATIONS BY THE MAYOR

Mayor Neal McIntyre presented the proclamations for Child Abuse Prevention Awareness Month and Autism Awareness Acceptance Month.

5. PRESENTATIONS

5.1. Utility Rate Comparison Presentation

Public Works Director Barry Williams presented the utility rate comparisons with the City of Fallon, Carson City and Truckee Meadows Water Authority (TMWA).

Councilwoman Fran McKay asked how Fernley compared to other areas.

Public Works Director Barry Williams stated that compared to the city of Fallon, Fernley is within \$.61 per 1,000 gallons; Carson City, Fernley is about \$1.05 higher per 1,000 gallons; and TMWA, Fernley is \$3.84 cheaper depending on the area you live in. In regard to connection fees, Fernley is about \$869 higher than Fallon; Carson City, Fernley is \$4,129 higher; and for TMWA that varies around \$.61 higher depending on what area.

Councilman Ryan Hanan would like recommendations on stabilizing the costs.

Councilman Stan Lau stated that we are making the people who live here pay for the people that might come here.

Councilman Albert Torres stated that it is not fiscally or ethically responsible to go backwards and reduce the water rates. We can discuss a freeze for 12 to 18 months.

6. ORDINANCES

6.1. Introduction and first reading of Bill # 346, regarding a petition to annex APN: 021-581-08 into the City of Fernley. This bill is associated with case file ANX24001 and was submitted by Summit Engineering on behalf of Lansing Companies for a parcel ±177.7-acres in size and generally located west of Duffy Drive, east of Truck Inn Way, and northwest of Nevada Pacific Parkway at Interstate 80.

Senior Planner Shay League presented that his parcel is contiguous to City of Fernley boundaries and the applicant has filed a petition of annexation. The subject parcel is directly north of the 155.6-acre parcel the applicant recently annexed, and both parcels are intended to be developed as a project with the working name of "Nevada Pacific Industrial Park". The parcels are located within the North Fernley Future Development Area. During the March 13, 2024, Planning Commission meeting, the Commission voted unanimously to recommend the Council adopt this ordinance and approve the annexation request.

7. PUBLIC HEARINGS

7.1. (For Possible Approval) Second Reading and possible adoption of Bill #342, an Ordinance establishing a Development Agreement (DA22001) between the developer (Mark IV Capital) and the City of Fernley in association with the Victory Logistics District Planned Development relating to improvements of utilities, public services, streets, and other related items.

City Attorney Aaron Mouritsen introduced Chris Molina, outside council.

Chris Molina stated that 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, future potential wastewater infrastructure, streets, and an existing well. 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. In this instance, there are four main issues covered in the Development Agreement: **(1) Fire:** Section 4.1 of the proposed Development Agreement outlines the requirements for the developer related to the location of the station and the timing of which it must be completed; **(2) Sewer:** Section 4.2 of the Development Agreement outlines the obligations of both the City of Fernley and the developer if it becomes necessary to increase capacity; **(3) City of Fernley Well No. 9:** The state has determined that the well would need to be relocated by the developer before any permits are issued for the originally proposed railroad track. The developer has instead chosen not to extend the railroad spur to avoid moving the well as would be required. Section 4.3 of the Development Agreement outlines the requirements for the developer if this was to change in the future; and **(4) Traffic:** Section 5.6(a) 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 reaches the "Traffic Milestone", defined as 1,640 PM peak hour trips. This equates to approximately 35 percent of the projected peak traffic flows. Section 5.6(b) of the Development Agreement allows for the City to require future updates to the traffic study if things change substantially from the assumptions made in the original Master Traffic Study as development occurs.

Public input:

Scott Barnes, Mark IV Capital, introduced the local Mark IV team and thanked all the staff for all of their hard work over the past year. Mark IV is thrilled to be here and are looking forward to building a world class industrial and logistical park that we all will be proud to be associated with.

Motion: I MOVE TO ADOPT BILL #342, AN ORDINANCE ESTABLISHING A DEVELOPMENT AGREEMENT (DA22001) BETWEEN THE DEVELOPER (MARK IV CAPITAL) AND THE CITY OF FERNLEY IN ASSOCIATION WITH THE VICTORY LOGISTICS DISTRICT PLANNED DEVELOPMENT AS PRESENTED BY STAFF. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:**

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

7.2. Discussion and possible action to adopt Bill # 345, an ordinance amending Title 16 (Nuisances) Chapter 1, Section 16.01.05 of the Fernley Municipal Code, Notification.

Charity Birkel, Building Official, presented this item. The current language in section 16.01.05 required notifications for code enforcement to be sent via certified mail and return receipt. In addition, this section of the code requires code enforcement staff to give 15 days to abate the condition. The changes that are being recommended are to remove the requirement for mail having to be sent certified, and the second change is to allow the code enforcement staff the ability to determine the amount of time given to the violator for the abatement of the condition.

There was no public input.

Motion: I MOVE TO APPROVE BILL #345 AS PRESENTED BY STAFF, A GENERAL ORDINANCE TO AMEND TITLE 16 (NUISANCES) CHAPTER 1, SECTION 16.01.05 OF THE FERNLEY MUNICIPAL CODE. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

Break 6:08 pm – 6:12 pm.

7.3. (For Possible Action) Consideration and possible action regarding Resolution 24-005 for a master plan amendment application (MPA24001) submitted by Priority Engineering on behalf of VIA Real Estate to change the designated land use from Multi-Family Residential (MFR) to Commercial (C) at 1200 Fremont Street (APN: 021-271-03).

Shay League, Senior Planner, presented that the applicant is requesting City of Fernley amend the designated land use for this parcel from Multi-Family Residential (MFR) to Commercial (C). The zoning of this vacant parcel is General Commercial (C2), which is not an equivalent zone of the MFR land use designation. The applicant hopes to develop a Tractor Supply at this site and has submitted a conditional use permit application. The conditional use is scheduled for a public hearing at the April Planning Commission.

Public Input:

Kirt Anderson, Priority Engineering (Zoom), along with Allan Kirchhoff, 7B Development, and John Bath from Tractor Supply Company, thanked the staff for all their work.

Motion: I MOVE TO CERTIFY RESOLUTION 24-005 AS ADOPTED BY FERNLEY PLANNING COMMISSION AND APPROVE THE MASTER PLAN AMENDMENT APPLICATION ASSOCIATED WITH MPA24001. I FURTHER MOVE TO ADOPT FINDINGS A, B, AND C, AND THE FACTS SUPPORTING THESE FINDINGS, AS SET FORTH IN THE STAFF REPORT. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None at this time.

9. PUBLIC FORUM

Tammy Dittman, Fernley resident, asked if there is anything the residents should know about Councilman Stan Lau's comment that the sewer was shot. Mayor stated to her that the sewer is not shot.

Becki Howlett, Fernley 4 of July, reminded everyone that the next meeting is Tuesday April 9, 6:45 pm at the Senior Center. They will be discussing who the Grand Marshall will be. Nominations are due by Monday, April 8. Also,

on April 20th there will be a spaghetti dinner at the Senior Center 5pm-9pm. Adult tickets are \$15 and children under 8 are \$8. There will be live music at the Fourth of July celebration at the Park from 8 to midnight and will take a break during the fireworks and there will be camping.

The next meeting will be Thursday, April 5, 2024.

10. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:29 pm.

Approved by the Fernley City Council on April 17, 2024, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL BUDGET SESSION**

APRIL 4, 2024

Mayor Neal E. McIntyre called the meeting to order at 5:00 pm.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Mayor called for break 5:02 - 5:06

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Albert Torres, City Manager Benjamin Marchant, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Deputy Finance Director Jennie Carrick, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, City Engineer Derek Starkey, Muni Court Judge Lori Matheus, Court Administrator Sierra Keathley-Dunn. Councilman Stan Lau arrived at 5:15. **Absent:** Councilwoman Fran McKay.

1.3. Public Forum

Dana Uhlhorn, Fernley ACE's, stated that the ACE's would like to help the city with the Main Street Park and would like to see infrastructure help from the city.

1.4. (For Possible Action) Approval of Agenda

Councilman Stan Lau arrived at 5:15 pm.

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

2. STAFF REPORTS

2.1. (For possible action) Discussion regarding the Fiscal Year 2024/2025 proposed tentative budget including but not limited to: All funds within the Water Enterprise Fund; Wastewater Enterprise Fund; General Fund; Special Revenue Funds; Capital Improvement Program; rates; all city departments; the budget process; timelines, goals, and existing budget; debt, staffing, including but not limited to reorganization, reclassification, employee positions and contracts, new positions, and other matters related thereto.

Robert Carson, City Treasurer, went over a few housekeeping items for the tentative budget. There will be a vote for each department.

Ben Marchant, City Manager, stated that it is our obligation to represent to the citizens and taxpayers of Fernley how we are planning to invest their hard-earned tax dollars to make services possible for them to live a high-quality life. He reviewed the Council budget goals, Fernley financial, 2025 key investments and initiatives, budget summary and positioning for future projects and success. He also presented the personnel investment plan. This is a process that began last fall with a market comparison wage survey. The preliminary budget proposal will outline the boundaries of what the city council is willing to invest in this year's budget in order to provide the wage increases. After tonight's session, a personnel compensation plan and scale will be brought to the Council to approve along with some updates to job descriptions and personnel policies. Also discussed were new positions because of the city's growth. The departments discussed were (1) water and wastewater utilities - the administrative scope of Public Works is too broad to provide the level of attention that is needed for all programs; (2) Planning - the first step for all development is Planning. With the volume of additional growth and development that is anticipated, more capacity is needed to keep things on track and on time; and (3), Animal Services - the

animal population in Fernley has exploded along with the residential population growth. More capacity is needed to meet the need and provide much-needed services and new revenue. Also discussed was positioning for the future with emergency services such as law enforcement and policing, emergency medical response, hazardous material's response, search and rescue and fire suppression; along with quality-of-life services such as animal services, recreation, and entrepreneurial business development.

Mayor & Council

Ben Marchant, City Manager, presented the only changes from prior fiscal year to requested fiscal year is the increase in travel and training and dues and memberships line items for increased membership dues for the Nevada League of Cities and for the cost of travel for council members to attend the Nevada League of Cities Annual Conference. These increases are partially offset by the decrease in the minor equipment line item.

Motion: I MOVE TO APPROVE THE MAYOR AND COUNCIL BUDGET PROPOSAL FOR 2024. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

City Manager

Ben Marchant, City Manager, presented the changes for 2024/2025 are professional services. The item for the Porter Group will be removed as the contract has not been renewed.

Motion: I MOVE TO APPROVE THE CITY MANAGER BUDGET PROPOSAL FOR 2024. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

IT - Information technology

Ben Marchant, City Manager, presented the proposed increase for the 2024/25 budget is due to an increase in staffing and increased costs of IT systems the city uses to conduct business.

Motion: I MOVE TO APPROVE THE INFORMATION TECHNOLOGY BUDGET PROPOSAL FOR 2024. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

Animal Services

Ben Marchant, City Manager, proposed renaming the designation from Animal Control Officer II to Animal Services Program Manager and Animal Control Assistant(PT) to Animal Control Assistant (FT). The current trailer will no longer be available to Animal Control for 2024-2025. Animal Control has budgeted \$13,000. for the purchase of a new disaster preparedness trailer for 2024/2025.

Motion: I MOVE TO APPROVE THE ANIMAL CONTROL BUDGET FOR 2024/2025. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

City Treasurer

Robert Carson, City Treasurer presented the 2024/2025 budget stating there is only minor increase in training and travel for the City Treasurer and Deputy Finance Director to attend the annual Government Finance Officers Association conference.

Motion: MOVE TO APPROVE THE CITY TREASURER PROPOSED BUDGET FOR 2024/2025. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4, Yes: Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

City Clerk

Kim Swanson, City Clerk, presented that currently the City Clerk's office is adequately staffed for this budget cycle. Line items in general were increased to account for rising costs but overall budget request decreased due to some shared contract services being moved to the IT budget.

Motion: I MOVE TO APPROVE THE CITY CLERKS PROPOSED BUDGET FOR 2024/2025. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4, **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

City Attorney

Aaron Mouritsen, City Attorney, presented that the proposed budget is a flat budget request from the prior year. There is one increase in services and supplies reflecting the additional costs in communications.

Motion: I MOVE TO APPROVE THE CITY ATTORNEYS TENTATIVE BUDGET. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

Municipal Court

Ben Marchant, City Manager, presented. The Fernley Municipal Court is submitting the 2024/2025 budget with no increase in its operational budget. The general supplies did go up because they are at full staff and need to upgrade equipment and services. Printing and postage have increased, and an increase in wages due to vacancies the prior year.

Motion: I MOVE TO APPROVE THE TENTATIVE MUNICIPAL COURT BUDGET FOR 2024/2025. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, Yes: Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

Building

Charity Birkel, Building Official, presented the departments goals (1) increase building department staff wages and fix pay scale, (2) all building staff members to work on training and obtain at least one certification through the Internal Code Council, (3) implement or work towards a digital process for permitting with new software, and (4) provide all staff members with a set of their own code books.

Motion: I MOVE TO APPROVE THE 2024/2025 BUDGET FOR THE BUILDING DEPARTMENT. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

Mayor Neal E. McIntyre called for a break 6:39 - 6:57.

Planning Department

Michele Rambo, Planning Director, presented the proposal for an additional Planning Technician and an Associate Planner along with high-end computers and equipment. The Planning Department workload for fiscal year 2024/2025 is anticipated to increase as the area's development potential is realized and

Area Plans are completed. The goal is to become a self-sustaining department and have full cost recovery.

Motion: I MOVE TO APPROVE THE PLANNING DEPARTMENT BUDGET MINUS THE ASSOCIATE PLANNER POSITION. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, Yes: Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

Engineering Department

Derek Starkey, City Engineer, presented the proposed budget. The engineering department is requesting to reclassify current Administrative Specialist (AS) 2 to an Administrative Specialist(AS) 3. The current AS2 is trailing and performing some AS3 duties. New equipment and training have been budgeted. There has been new digital hardware and software set up, so AutoCAD training has been added to the budget. Capital projects (streets/traffic, water treatment and distribution, sewer collection and treatment, and parks and facilities) have been budgeted.

Councilman Albert Torres questioned specified purpose parks and committed roads funds.

Robert Carson, City Treasurer, stated that there was an oversight error and will be corrected on the final budget.

Motion: I MOVE TO APPROVE THE CITY ENGINEER TENTATIVE BUDGET WITH THE NOTED CORRECTIONS FOR 2024/2025. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

Public Works

Barry Williams, Public Works Director, presented. Most expenditures were captured by the CIP in Mr. Starkey's budget (Engineering). In the general fund is parks, facilities, cemetery, streets and storm drains, and fleet. There were minor increases in facilities for safety, fuel, and chemicals. There was no increase in Vector control. The parks budget has a minor increase in the safety budget, fuel, and chemicals. There are no increases purposed for the cemetery budget. The streets department is asking for a paving machine and a portion share for a fleet service truck. The fleet department has 2 additional vehicles listed but is waiting for pricing from state purchasing and there will be an additional 3 vehicles in the final budget. The enterprise fund consists of water distribution, water treatment and utility billing. There is an increase in outside services – SCADA, and a request for 1 compressor for the water treatment plant. The major expense for the wastewater department will be the future upgrades. There is an increase in training to upgrade certifications.

Minor equipment increased a little for retooling some of the vehicles and lift stations. There is an increase in E-One-Repair and maintenance.

Motion: I MOVE TO APPROVE THE PUBLIC WORKS DEPARTMENTS GENERAL FUND BUDGET, THE WATER ENTERPRISE FUND, AS WELL AS THE SEWER ENTERPRISE FUND. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

3. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None at this time

4. PUBLIC FORUM

None at this time.

The next City Council meeting will be Wednesday, April 17, 2024, at 5:00 pm.

5. ADJOURNMENT

There being no further business to come before it, the Fernley City Council Budget Session adjourned at 7:55 pm.

Approved by the Fernley City Council on Wednesday, April 17, 2024, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origation date = 03/28/2024-04/10/2024

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
J & J Rentals Property	Jesus Ayala	1105 Browne Ln	Fernley	NV	89408	775-622-5999	Residential Dwelling Rent	Residential Rentals
The Happy Outlet, LLC	Jesse Olson/Jennifer	800 College Pkwy	Carson City	NV	89706	775-841-9470	Contractor	Electrical Contractor #59116A
JC Roofing Inc.	Jeffrey McFall	10580 N McCarran #115-350	Reno	NV	89503	775-762-8524	Contractor	Roofing Contractor #77262
Spirits Light Path	Virginia Nash	778 Silver Way	Fernley	NV	89408	775-835-2367	Wholesale and/or Retail	Aura photography, crafts, jewel
Apex Site Solutions	Kenny Blakeslee	9749 Kent St.	Elk Grove	CA	95624	916-685-8619	Contractor	Telecommunications Towers C
Dee's Potato Box LLC	Deannah L. Falin	1085 Fremont St.	Fernley	NV	89408	775-722-7044	Restaurant/Fast Food/Fo	Mobile Food Truck
Monster Macs LLC	Mac/Kristi McCune	15 E Main St Suite 1	Fernley	NV	89408	775-980-8040	Computer Services\Sales	Computer Repair/Graphics
Bowman Consulting Ltd (CFA, a Bo	Gary Bowman CEO	1150 Corporate Blvd	Reno	NV	89502	571-534-1596	Engineering Services	Civil Engineering and Land Sur
Katseye Beauty Lounge	Katherine Sheley	415 US Hwy 95A S. Ste F603	Fernley	NV	89408	775-980-5611	Hair/Nail/Tanning/Spa Se	Aesthetician - waxing, lashes,
The Poo Crew	Jasmine Hatch	600 Curry Dr.	Fernley	NV	89408	775-434-9254	Animal/Pet Services, gro	Pet waste removal
Elevation Solar, LLC	Johnnie Reardon / W	2425 S Stearman Dr #220	Chandler	AZ	85286	480-492-4232	Contractor	Solar/Electrical Contractor #80
Grand Totals:								
11								

Report Criteria:

License.Status = "Active"

Business.Origation date = 03/28/2024-04/10/2024



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Silver Square Plaza for 0.71 ERC's for Water and 2.90 ERC's for Sewer for Lyon County Parcel 021-102-15 located at 840 E. Main St. Fernley, NV

AGENDA ITEM BRIEF:

1. Silver Square Plaza is seeking a Will-Serve at 840 E. Main St.
2. This project requires 0.71 ERC's for water and 2.90 ERC's for sewer.
3. MAHI Investments, LLC has 1.05 -acre feet of beneficial interest in water rights. A portion of that will be applied towards this Will Serve.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Silver Square Plaza for 0.71 ERC's for Water and 2.90 ERC's for Sewer for Lyon County Parcel 021-102-15 located at 840 E. Main St. Fernley 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

Silver Square Plaza is seeking a will-serve for .71 (.80 Ac/Ft.) ERC's for Water on Lyon County Parcel 021-102-15 located at 840 E. Main St. Fernley, NV 89408. This is for tenant improvements for retail and restaurant space.

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

Water: \$5,119.10

Sewer: \$14,935.00

Any additions to this building after the issuance of this will serve will require additional water rights. After the issuance of this will serve, MAHI Investments, LLC. will have .25 ac/ft of beneficial water rights remaining.

ANALYSIS:

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

RELEVANT LAWS, STATUTES, AND REGULATIONS:

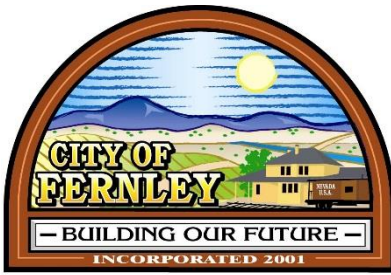
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2024.04.17 Silver Square Plaza (TI) Will Serve



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Silver Square Plaza (T/I) (Development/ project or property located at 810 & 840 E. Main St. Fernley, Nevada with .71 water connections and/or 2.90 sewer connections for Service to 2 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,210 per unit for water and \$5,150 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-102-14 & 15

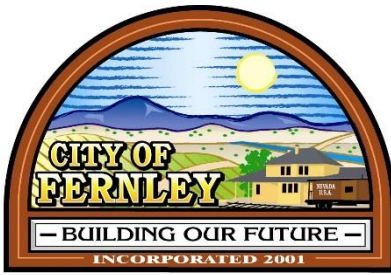
Fernley City Council Approved Will-Serve on April 17th, 2024

Public Works Director

Mayor – City of Fernley

Applicant

Date



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Silver Square Plaza (Irrigation Only) (Development/ project or property located at 810 & 840 E. Main St. Fernley, Nevada with .16 water connections and/or 0 sewer connections for Service to 2 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,700 per unit for water and \$0 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-102-14 & 15

Fernley City Council Approved Will-Serve on April 17th, 2024

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Squeeze In for 0.36 ERC's for Water for Lyon County Parcel 020-334-04 located at 1420 US-95A, Suite#1 Fernley, NV 89408

AGENDA ITEM BRIEF:

1. Squeeze In is seeking a Will-Serve at 1420 US-95A, Suite#1
2. This project requires 0.36 ERC's for tenant improvements.
3. The project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.39.060(a).

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Squeeze In for 0.36 ERC's for Water for Lyon County Parcel 020-334-04 located at 1420 US-95A, Suite#1 Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

Squeeze In is seeking a will-serve for .36 ERC's for Water on Lyon County Parcel 020-334-04 located at 1420 US-95A, Suite#1 Fernley, NV 89408

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

Water: \$2,673.36

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

ANALYSIS:

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

RELEVANT LAWS, STATUTES, AND REGULATIONS:

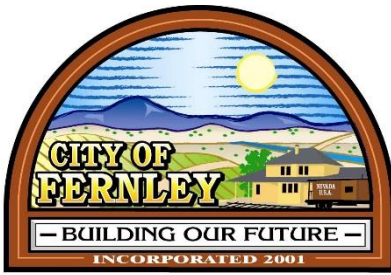
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2024.04.17 Squeeze In (TI) Will Serve



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Squeeze In (T/I) (Development/ project or property located at 1420 US-95A, Suite #1 Fernley, Nevada with .36 water connections and/or 0 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,700 per unit for water and \$0 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 020-334-04

Fernley City Council Approved Will-Serve on April 17th, 2024

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

GL 100-418-342

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to award a contract to Civic Plus for the implementation of community development software for \$55,000 for the initial term including FY 2024-2025 and \$32,025 for year two.

AGENDA ITEM BRIEF:

Staff is seeking City Council approval to award a contract to CivicPlus to implement community development software to process applications for the Building, Planning, Engineering, and City Clerk Departments.

RECOMMENDED MOTION:

I move to approve the contract with CivicPlus in the amount not to exceed \$55,500.00 for the initial FY 2024-2025, and \$32,025 for FY 2025-2026.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to approve the contract with CivicPlus.

BACKGROUND:

In 2023, the City of Fernley extended a contract with Brightly software, formerly Dude Solutions, and previous to that, SmartGov, to resume training, implement the software for use by all departments, and resolve persistent technical issues. That contract is to expire in September 2024.

Over the past year, Brightly has not been able to troubleshoot the persistent problems with electronic fees, reports, and automated parcel updates, and has been unsuccessful in training and implementing changes as stated in the 2023 contract. In that time, Brightly has undergone two additional company takeovers, by Siemens and most recently, Granicus.

In November 2023, the City sought proposals from other community development software providers. After two demonstrations by the participating software providers, and in evaluating the proposals, the Building, Planning, and Engineering Departments, and the City Clerk and City Manager's Office favor CivicPlus for services in FY 2024-2025, with an option to continue services in FY 2025-2026. As a matter of record, CivicPlus is the current City's website provider and also administers the Public Works Department facility reservation system. CivicPlus is willing to begin community development services immediately after the contract is approved and signed with the city not being liable for payment until July 1, 2024.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none

FINANCIAL IMPLICATIONS:

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).

ATTACHMENTS:

1. CivicPlus software_2023

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-59344-1

12/4/2023 4:09 PM

2/2/2024

Client:

FERNLEY, NEVADA

Bill To:

FERNLEY, NEVADA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Colton Kidd	(785) 706-9156	colton.kidd@civicplus.com		Net 30

Modules

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Community Development Core Setup	Community Development Core Setup	One-time	USD 0.00
1.00	Community Development Business Licensing Annual	Community Development Business Licensing Annual	Renewable	USD 6,000.00
1.00	Community Development Business Licensing Setup	Community Development Business Licensing Setup	One-time	USD 3,000.00
1.00	Community Development Code Enforcement Annual	Community Development Code Enforcement Annual	Renewable	USD 6,000.00
1.00	Community Development Code Enforcement Setup	Community Development Code Enforcement Setup	One-time	USD 3,000.00
1.00	Community Development Planning & Zoning Annual	Community Development Planning & Zoning Annual	Renewable	USD 6,000.00
1.00	Community Development Planning & Zoning Setup	Community Development Planning & Zoning Setup	One-time	USD 3,000.00
1.00	Community Development Permitting Annual	Community Development Permitting Annual	Renewable	USD 6,000.00
1.00	Community Development Permitting Setup	Community Development Permitting Setup	One-time	USD 3,000.00

Features

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Community Development Premium GIS (ESRI) Mapping Integration Annual	Community Development Premium GIS (ESRI) Mapping Integration Annual	Renewable	USD 2,000.00
1.00	Community Development Premium GIS (ESRI) Mapping Integration Setup	Community Development Premium GIS (ESRI) Mapping Integration Setup	One-time	USD 1,000.00
1.00	Community Development Digital Plan Review Integration Annual	Community Development Digital Plan Review Integration Annual. This requires the client to obtain their own license to Bluebeam REVU.	Renewable	USD 2,000.00
1.00	Community Development Digital Plan Review Integration Setup	Community Development Digital Plan Review Integration Setup. This requires the client to obtain their own license to Bluebeam REVU.	One-time	USD 1,000.00
1.00	Community Development ICC Code Integration (population based) Annual	Unlimited Users up to 9 Titles	Renewable	USD 2,500.00
1.00	Community Development ICC Code Integration (population based) Setup	Community Development ICC Code Integration (population based) Setup	One-time	USD 1,000.00

Credit Card Processing

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Community Development Pay Annual Fee - Forte	Community Development Pay - Forte	Renewable	USD 0.00
1.00	Community Development Pay Setup Fee - Forte	Community Development Pay Setup Fee - Forte	One-time	USD 0.00

Standard Data Import + Formatting Services

CivicPlus will provide the client with a template that defines the data fields required to create a basic module record. The client is responsible for providing a .csv file containing only data specific to the template. CivicPlus will format the data within the template prior to import. Formatting services not to exceed a total of 10 hours per module import.

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Community Development Additional Data Import - Permitting	Community Development Additional Data Import - Permitting	One-time	USD 2,500.00

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Community Development Additional Data Import - Planning & Zoning	Community Development Additional Data Import - Planning & Zoning	One-time	USD 2,500.00
1.00	Community Development Additional Data Import - Code Enforcement	Community Development Additional Data Import - Code Enforcement-Violations	One-time	USD 2,500.00
1.00	Community Development Additional Data Import - Business Licensing	Community Development Additional Data Import - Business Licensing	One-time	USD 2,500.00

CivicPlus Connectors

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	MunicodeNEXT Connector for Community Development	Community Development Code Library integration with Municode Online Codes	Renewable	USD 0.00

Total Investment - Initial Term	USD 55,500.00
Annual Recurring Services - Year 2	USD 32,025.00
Initial Term & Renewal Date	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on date of signing
Annual Uplift	5% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Sure Clean Car Wash for 1.88 ERC's for Water and 5.27 ERC's for Sewer for Lyon County Parcel 021-232-68 located at 1530 E. Newlands Drive Fernley, NV 89408

AGENDA ITEM BRIEF:

1. Sure Clean Car Wash is seeking a Will-Serve at 1530 E. Newlands Dr.
2. This project requires 1.88 ERC's (2.10 Ac/ft) for water and 5.27 ERC's for Sewer.
3. JAK Fernley, LLC has 20 -acre feet of beneficial interest in water rights remaining. A portion of that will be applied towards this will- serve.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Sure Clean Car Wash for 1.88 ERC's for Water and 5.27 ERC's for Sewer for Lyon County Parcel 021-232-68 located at 1530 E. Newlands Dr., NV 89408"

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

Sure Clean Car Wash is seeking a will-serve for 1.88 ERC's for Water and 5.27 ERC's for Sewer for Lyon County Parcel 021-232-68 located at 1530 E. Newlands Dr. Fernley, NV 89408.

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

Water: \$13,554.80

Sewer: \$27,140.50

Any additions to this building after the issuance of this will serve will require additional water rights. After the issuance of this will serve Jak Fernley, LLC will have 17.90 Acre- Feet of water remaining.

ANALYSIS:

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

RELEVANT LAWS, STATUTES, AND REGULATIONS:

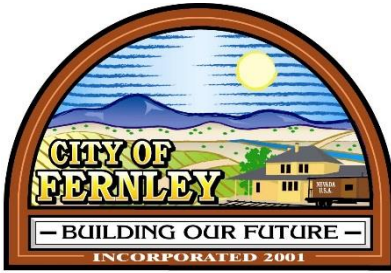
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2024.04.17 Sure Clean Car Wash Will Serve



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Sure Clean Car Wash (Development/ project or property located at 1530 E Newlands Fernley, Nevada with 1.88 water connections and/or 5.27 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,210.00 per unit for water and \$5,150.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-232-68

Fernley City Council Approved Will-Serve on April 17th, 2024

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Gavin Henderson

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

100-475-320
510-810-430
520-810-430

ACTION REQUESTED: Consent

AGENDA ITEM:

(Possible Action) to Approve the Acceptance of Infrastructure Related to the Dolan Auto Car Sales Lot Expansion Project

AGENDA ITEM BRIEF:

Staff is seeking Council approval to accept the roadways and utility infrastructure for the **Dolan Auto Car Sales Lot Project**. The new improvements are the curb, gutter, sidewalk, and driveway approaches to serve the new car sales lot. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

RECOMMENDED MOTION:

"I recommend approving the acceptance of the new roadway infrastructure associated with the Dolan Auto Car Sales Lot."

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Staff does not recommend City Council choose to not accept the improvements.

BACKGROUND:

This acceptance is for the construction of new public pedestrian facilities on East Newlands Drive west of the existing driveway approach serving the main building for Dolan Auto.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

The added value of the new improvements will be added to the City's financial records. The ongoing cost of maintenance will be absorbed into the current budget for streets, water and sewer.

ATTACHMENTS:

1. 2023.12.01 Dolan Auto Car Sales Lot Acceptance Memo to Finance
2. Dolan Auto Car Sales Lot Acceptance Consent Agenda
3. Dolan Auto Car Sales Lot Vicinity Map



CITY OF FERNLEY Engineering Department

Water Treatment/Distribution
Wastewater
Streets/Storm Drain
Parks
Facilities &
Vector Control

To: Finance Department

Cc: City Manager Office
Gavin Henderson, Associate Engineer

From: Derek Starkey, City Engineer

Date: December 1, 2023

Subject: Acceptance of Dolan Auto Car Sale Lot Public Infrastructure

This memo is to inform you of the estimated value of new infrastructure recently accepted by the City of Fernley.

On **November 2, 2023**, the engineering department issued a notice of completion for: **Dolan Auto Car Sales Lot Public Improvements**.

The new utility quantities and values are included with the engineer's estimate included with this memorandum.

Streets	\$13,444.00
Sanitary Sewer	\$0.00
Storm Drain	\$0.00
Water	\$0.00

Total: \$13,444.00

To keep the C.A.F.R. up to date we have included the following quantities for this project:

Total new miles of streets: 0.00 mi
Total new miles of water line: 0.00 mi
Total new hydrants: 0
Total new miles of sewer main: 0.00 mi
Total new sanitary sewer manholes: 0
Total new miles of storm drain main: 0.00 mi
Total new storm drain manholes: 0

Please let us know if additional information is needed.



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT THRU: Derek Starkey, City Engineer

REPORT FROM: Gavin Henderson, Associate Engineer

REVIEWED BY: Aaron Mouritsen, City Attorney

REVIEWED BY: Jennie Carrick, Deputy City Finance Director

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☐ No: ☒

FUND/ACCOUNT:

100-475-320

510-810-430

520-810-430

ACTION REQUESTED: ☒ Consent ☐ Ordinance ☐ Resolution ☐ Motion ☐ Receive/File

AGENDA ITEM: Staff Report (For Possible Action):

Approval to accept the public improvements including the curb, gutter, and sidewalk for Dolan Auto Car Sales Lot project.

Business Impact (per NRS Chapter 237):

☐ A Business Impact Statement is Attached.

☒ 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).

Agenda Item Brief:

Staff is seeking Council approval to accept the roadways and utility infrastructure for the **Dolan Auto Car Sales Lot Project**. The new improvements are the curb, gutter, sidewalk, and driveway approaches to serve the new car sales lot. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

See attached report for background, analysis, alternatives.

RECOMMENDED MOTION:

“I recommend approving the acceptance of the new roadway infrastructure associated with the Dolan Auto Car Sales Lot.”

ALTERNATIVES:

Staff does not recommend City Council choose to not accept the improvements.

PROJECT SUMMARY:

The improvements for the Dolan Auto Car Sale Lot project have been completed and staff has received the final verification of public improvements. Staff has written the resolution to reflect the requirements of NRS.

BACKGROUND:

The construction of new public pedestrian facilities on East Newlands Drive west of the existing driveway approach serving the main building for Dolan Auto.

ANALYSIS:

None.

FINDINGS:

None.

LEGAL IMPLICATIONS:

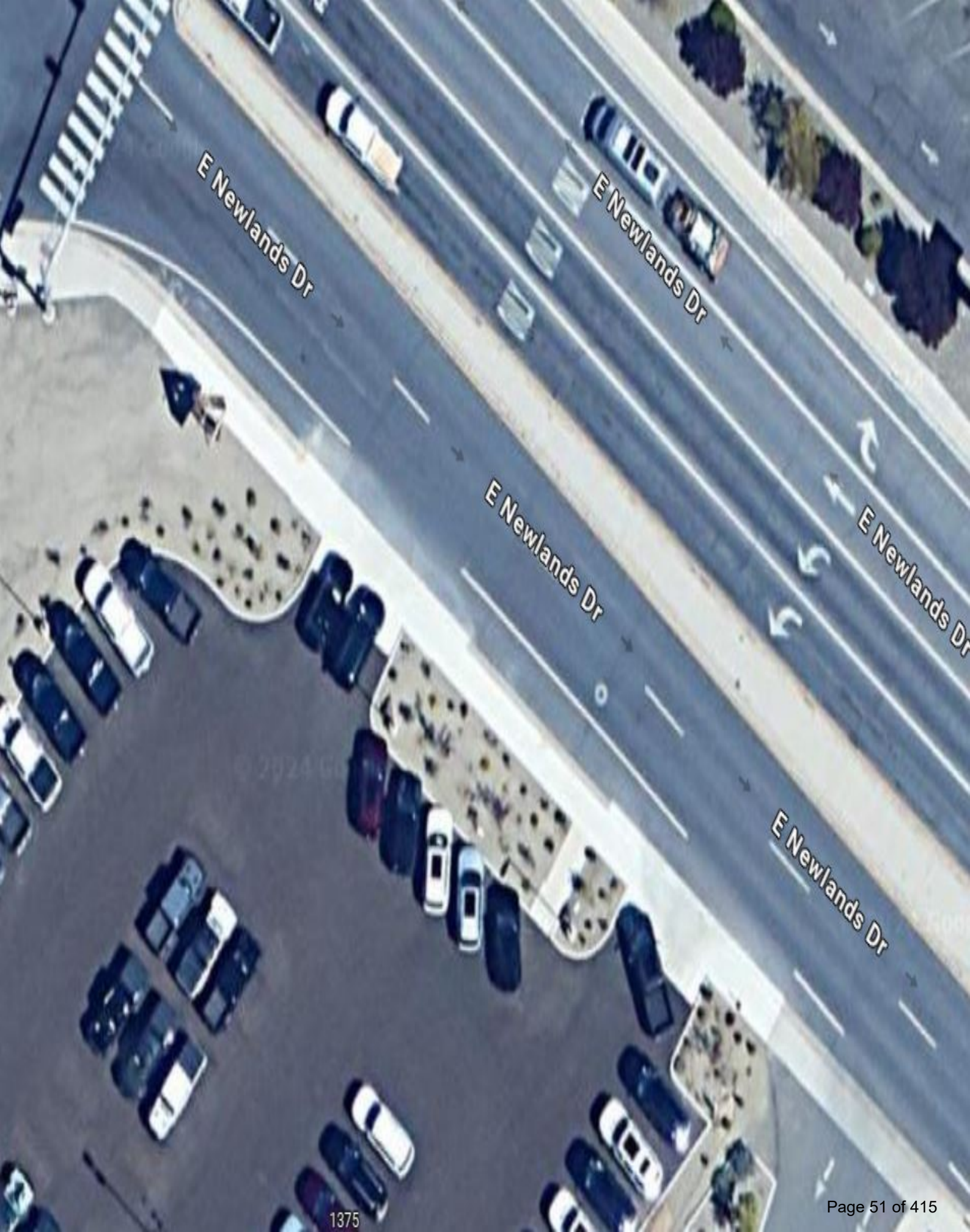
NRS 278 sets the state laws for planning and zoning. The City of Fernley Development Code and Design Standards sets the laws for the development in the City of Fernley.

FINANCIAL IMPLICATIONS:

The added value of the new improvements will be added to the City's financial records. The ongoing cost of maintenance will be absorbed into the current budget for streets, water and sewer.

ATTACHMENTS:

- **Memo to Finance Department**
- **Vicinity Map**



E Newlands Dr

E Newlands Dr

E Newlands Dr

E Newlands Dr

E Newlands Dr



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Gavin Henderson

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

100-475-320
510-810-430
520-810-430

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) Approval to accept the public improvements including roadway, water, storm drain and sewer infrastructure for the Victory Logistics D-2 project.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to accept the roadways and utility infrastructure for the **Victory Logistics D-2 Project**. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

RECOMMENDED MOTION:

"I recommend approving the acceptance of the new roadway, sewer, water, and storm drain infrastructure associated with the Victory Logistics D-2 Project."

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Staff does not recommend City Council choose to not accept the improvements.

BACKGROUND:

Staff is seeking Council approval to accept the roadways and utility infrastructure for the **Victory Logistics D-2 Project**. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

The improvements are the new, water, sewer, and storm drain infrastructure within Nevada Pacific Parkway to serve the new building and provide adequate public facilities to the frontage of the property.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

The added value of the new improvements will be added to the City's financial records. The ongoing cost of maintenance will be absorbed into the current budget for streets, water and sewer.

ATTACHMENTS:

1. Victory Logistics D-2 Improvements Acceptance Consent Agenda
2. 2023.12.01 Victory Logistics D-2 Acceptance Memo to Finance
3. Victory Logistics D-2 Vicinity Map



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT THRU: Derek Starkey, City Engineer

REPORT FROM: Gavin Henderson, Associate Engineer

REVIEWED BY: Aaron Mouritsen, City Attorney

REVIEWED BY: Jennie Carrick, Deputy City Finance Director

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☐ No: ☒

FUND/ACCOUNT:

100-475-320

510-810-430

520-810-430

ACTION REQUESTED: ☒ Consent ☐ Ordinance ☐ Resolution ☐ Motion ☐ Receive/File

AGENDA ITEM: Staff Report (For Possible Action):

Approval to accept the public improvements including roadway, water, storm drain and sewer infrastructure for the Victory Logistics D-2 project.

Business Impact (per NRS Chapter 237):

- ☐ A Business Impact Statement is Attached.
- ☒ 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).

Agenda Item Brief:

Staff is seeking Council approval to accept the roadways and utility infrastructure for the **Victory Logistics D-2 Project**. The improvements were completed and are currently under a one-year warranty period. NRS 278.390 requires the local planning commission or the governing body to accept roadway right of way improvements by resolution.

See attached report for background, analysis, alternatives.

RECOMMENDED MOTION:

“I recommend approving the acceptance of the new roadway, sewer, water, and storm drain infrastructure associated with the Victory Logistics D-2 Project.”

ALTERNATIVES:

Staff does not recommend City Council choose to not accept the improvements.

PROJECT SUMMARY:

The improvements for the Victory Logistics D-2 project have been completed and staff has received the final verification of public improvements. Staff has written the resolution to reflect the requirements of NRS.

BACKGROUND:

The construction of new public roadway, water, sewer, and storm drain infrastructure within Nevada Pacific Parkway to serve the new building and provide adequate public facilities to the frontage of the property.

ANALYSIS:

None.

FINDINGS:

None.

LEGAL IMPLICATIONS:

NRS 278 sets the state laws for planning and zoning. The City of Fernley Development Code and Design Standards sets the laws for the development in the City of Fernley.

FINANCIAL IMPLICATIONS:

The added value of the new improvements will be added to the City's financial records. The ongoing cost of maintenance will be absorbed into the current budget for streets, water and sewer.

ATTACHMENTS:

- **Memo to Finance Department**
- **Vicinity Map**



CITY OF FERNLEY Engineering Department

Water Treatment/Distribution
Wastewater
Streets/Storm Drain
Parks
Facilities &
Vector Control

To: Finance Department

Cc: City Manager Office
Gavin Henderson, Associate Engineer

From: Derek Starkey, City Engineer

Date: December 1, 2023

Subject: Acceptance of Victory Logistics Building D-2 Public Infrastructure

This memo is to inform you of the estimated value of new infrastructure recently accepted by the City of Fernley.

On **November 22, 2023**, the engineering department issued a notice of completion for: **Victory Logistics building D-2 Public Improvements**.

The new utility quantities and values are included with the engineer's estimate included with this memorandum.

Streets	\$0.00
Sanitary Sewer	\$1,200.00
Storm Drain	\$5,000.00
Water	\$285,342.00
Total:	\$291,542.00

To keep the C.A.F.R. up to date we have included the following quantities for this project:

Total new miles of streets: 0.00 mi
Total new miles of water line: 0.37 mi
Total new hydrants: 5
Total new miles of sewer main: 0.00 mi
Total new sanitary sewer manholes: 0
Total new miles of storm drain main: 0.00 mi
Total new storm drain manholes: 0

Please let us know if additional information is needed.



343

Nevada Pacific Pkwy

Gateway Dr

Nevada



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

American Rescue Plan Act (ARPA),
Transient Lodging Tax, Community
Development Block Grant, Federal
Appropriations.

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a contract with UNVC for Building Envelope Commissioning during the construction of Phase I of the Community Resource and Response Center in an amount not to exceed \$30,900.

AGENDA ITEM BRIEF:

Staff is seeking City Council approval on Building Envelope Commissioning during the construction of Phase I of the Community Resource and Response Center in an amount not to exceed \$30,900.

RECOMMENDED MOTION:

I move to approve the Building Envelope Commissioning with UNVC during the construction of Phase I of the Community Resource and Response Center in an amount not to exceed \$30,900.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to approve the building envelope commissioning contract with UNVC.

BACKGROUND:

This staff report is presenting a contract with UNVC for building envelope commissioning for the first phase of the Community Response and Resource Center. If the contract is approved, staff will move forward with executing the contract with UNVC for the amount of \$30,900.

As a part of the project specification manual that our architectural consultant, TSK, created for the City of Fernley Community Response & Resource Center project, commissioning of the building is required as a part of the inspections and testing during construction. The commissioning requirements for the CRRC Project Phase 1 is discussed in section 019113 of Volume 1 of the Project Specification Manual.

Commissioning of a public work is intended to accomplish specific objectives such as:

1. Verify that the work is installed in accordance with specifications and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup. Startup reports and prefunctional checklists executed by Contractor are utilized to achieve this level of commissioning.
2. Verify and document that functional performance is in accordance with Contract Documents. Functional tests executed by Contractor and witnessed by the owner or its consultant are utilized to achieve this.
3. Verify that operation and maintenance manuals submitted to the owner are complete. The submittal of detailed operation and maintenance (O&M) manuals to the owner by the Contractor is utilized to achieve this.
4. Verify that the owner's operating personnel are adequately trained. This is accomplished with formal training conducted by the contractor prior to acceptance.

Commissioning can be for specific pieces of equipment or machinery such as a specific pump motor or water heater unit or for the performance of a system such as a plumbing, electrical, or HVAC system.

UNVC will be performing building envelope commissioning work to verify that the building envelope has been installed correctly, does not leak air or water and has been installed in accordance with the plans and specifications.

This work is vital to ensure the long term reliability of critical components like roofing, windows, and doors. Leaks in any of those components will result in damage to the building or higher heating and air conditioning costs.

The building envelope commissioning will comply with NEBB S110 Whole Building Technical Commissioning of New Construction. Their work will begin with reviewing materials and equipment submittals and will continue through "mock-up" of windows and doors then final installation and testing.

UNVC provided us with a proposal in the amount of \$30,900 (Attachment A).

Project Running Background:

The Community Response and Resource Center, CRRC, project design process started in 2021 with TSK Architects. Phase one of the project, also known as the Base Bid of the CRRC project, is an approximately 17,900 square foot building to be located at 695 East Main Street. In addition to constructing the CRRC building, phase one will construct improvements to Lois Lane, an additional parking lot for the CRRC, and a multipurpose event lawn to the south of the existing Train Depot. The CRRC building will include a multipurpose room, teen center, kitchen with a walk-in cooler, a walk-in freezer and dry storage, a youth game room, and four classroom spaces.

CORE Construction was selected by the City of Fernley through a request for qualifications that was advertised and completed in May of 2022. CORE was awarded a contract for preconstruction activities in an amount not to exceed \$94,500 by the City of Fernley on July 20, 2022. CORE has been working with the City of Fernley and the design team throughout the design of phase one and to come up with estimates for the cost of construction for the project.

The advantage of utilizing a construction manager at risk is to improve cost controls throughout the stages of project

development and construction. A CMAR is able to develop a strong collaborative relationship with the architect and engineer during the design phase and through construction. They are able to assist with value engineering, cost estimating and constructability reviews during design phase of the project. Once design is complete, the CMAR will provide detailed cost estimates for the project to give the owner a better idea of budget and avoid unexpected costs at a typical bid opening where the contractors are not involved in design.

The project design was completed and CORE construction advertised the project for bid in accordance with the requirements of the Nevada Revised Statutes starting in June and opened bids on September 20th. The City and CORE reviewed and finalized the GMP and a final GMP was issued by CORE on November 1st. Construction is scheduled to start in April of 2024.

The GMP came in lower than the estimate provided by CORE during the 50% construction document submittal. The 50% estimate for phase one was \$18,287,768. The 50% plans were presented and approved at the April 19, 2023 meeting of City Council.

In December of 2023, the council approved that the GMP be decreased from \$17,765,798.00 to \$17,395,872.00.

PRIOR CITY COUNCIL ACTION

- On December 6, 2023, City Council approved the decreased amount of the guaranteed maximum price from \$17,765,798.00 to \$17,395,872.00 for the first phase of the Community Response and Resource Center.
- On November 15, 2023, City Council approved the guaranteed maximum price for the construction of the first phase of the Community Response and Resource Center in an amount not to exceed \$17,935,872.00.
- On September 6, 2023, City Council approved \$3,577,592.80 in remaining ARPA funds that were allocated to sewer projects and other general services to Phase I of the Community Response and Resource Center.
- On April 6, 2023, City Council approved Resolution 23-001 to commit 5% local match for the Nevada Department of Transportation 2023 Transportation Alternatives Program Grant application for Multimodal transportation improvements required for the Community Response & Resource Center project. Council also approved Resolution 23-002 to commit unassigned fund balance that is in excess of 8.3% of General Fund expenditures less capital outlay for the purpose of funding the City of Fernley Community Response & Resource Center.
- On April 5, 2023, City Council directed staff to remove/relocate the Old School House building from the Fernley Depot property to make room for the Community Response & Resource Center project.
- On March, 15, 2023, City Council approved staff to apply for local, state, and federal grant funding requests and committed \$4,000,000 in City reserve funds for the construction of the Community Response & Resource Center.
- On February 15, 2023, City Council approved the Community Response & Resource Center project Design Development Submittal.
- On December 21, 2022, City Council approved the contract with Headway Transportation LLC to conduct a traffic study for the Community Response & Resource Center in the amount of \$22,000.00.
- On November 2, 2022, City Council approved the revised re-scoping, floor, plan, schematic plan, and cost estimate of the Community Response & Resource Center. On October 5, 2022, City Council tabled the decision regarding the revised schematic design and cost estimates of the Community Response & Resource Center. Council directed staff to report back on November 2, 2022, and inform council about why the workgroup decisions were made regarding the revised schematic design. The council also appointed two council members to the CRRC workgroup to discuss layout options.
- On October 5, 2022, City Council approved a contract between the City of Fernley and Resource Concepts, Inc.

for environmental consulting services for the project in the amount of \$25,000.00.

- On July 7, 2022, City Council approved the schematic design and cost estimate of the Community Response &

Resource Center. The CRRC, as presented on July 7th, was a single story 56,000 gsf facility that consisted of two separate structures at a total base bid construction cost including breakout of \$38,491,547.00.

- On July 7, 2022, City Council approved the Owner-Construction Manager At Risk Pre-Construction agreement between the City of Fernley and Core Construction in the amount of \$94,500.00.
- On June 15, 2022, City Council approved the Lyon County and City of Fernley Subrecipient ARPA Agreement in the amount of \$300,000 for the construction of the Community Response & Resource Center. On April 14, 2022, at the Lyon County Board of Commissioners meeting, the CRRC Workgroup presented the project and requested ARPA funding. The Lyon County Board of Commissioners graciously awarded ARPA funds to the City of Fernley in the amount of \$350,000 for the CRRC project.
- On May 23, 2021, the Lyon County Board of Commissioners revisited their ARPA allocations and reduced the amount to \$300,000 for the CRRC project. The City is currently in the process of approving the funding agreement.
- On June 15, 2022, City Council approved the Letter of Intent to a lease agreement between the Boys & Girls Club of Truckee Meadows to operate and maintain sections of the Community Response & Resource Center once constructed. This is in part due to the leadership, and the Boys & Girls Club experience of operating and maintaining facilities and programs, including five Boys & Girls Club afterschool and summer programs, thirteen school sites, four early learning centers, and seven teen centers. Under this agreement, the Boys and Girls Club would operate the day-care, afterschool programming, kitchen, cafeteria, gym, and meeting rooms. The letter of intent is critical to a funding source, the Nevada ARPA Child Care Extension Grant for the construction of the Community Response & Resource Center.
- On February 16, 2022, City Council approved the contract for the Owners Representative Construction Manager as Agent contract with Cumming Management Group. This contract is to ensure there is a person/company who represents the City and focuses on evaluating the project from the City's perspective beginning at the earliest stages of planning and continuing through occupancy. At the same meeting, the Council also approved staff to enter into contract negotiations with the selected CMAR for reconstruction services for the CRRC.
- City Council approved the programming and services that will be in the CRRC on January 19, 2022. The programming and services in the CRRC must be ARPA eligible because the City is using ARPA monies to fund the project. Staff identified the following ARPA eligible services and programs needed in our community in response to the public health crisis that will be in the Community Response & Resource Center: COVID-19 testing and vaccination site, workforce development services/programming, education assistance services, afterschool programming, and early childhood education.
- On October 20, 2021, City Council approved the contract with TSK Architects for the architectural engineering services of the Community Response & Resource Center. The scope of work, among other items, included the Pre-Design Services/Concepts Update to determine the programming and services that will be housed in the CRRC and the completion of the final schematic design.
- On August 4, 2021, Fernley City Council approved the American Rescue Plan Act spending plan which \$12,000,000 for the development of a Community Response and Resource Center.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes 338 - Public Works

FINANCIAL IMPLICATIONS:

The design, construction, permitting, and administration of the project is estimated to cost over 21 million dollars. The project includes multiple funding sources including: ARPA funding from the City of Fernley and Lyon County, Community Development Block Grant funding, Congressional Appropriations, and Transient Lodging Tax Funding.

ATTACHMENTS:

1. 2024.04.17 Contract UNVC BEC
2. ATTACHMENT A UNVC_BEEx Fernely CRRC

CONTRACT

A Contract For UNVC

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

and

UNVC
1067 W 1400 S
Lehi, UT 84043

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

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

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

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

2. **DEFINITIONS.**

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

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

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

CONTRACT

A Contract For UNVC

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

UNVC
1067 W 1400 S
Lehi, UT 84043

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 outlined in Attachment A.
7. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments"):
ATTACHMENT B: (fill in with description or list N/A)
ATTACHMENT C: (fill in with description or list N/A)
ATTACHMENT D: (fill in with description or list N/A)

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

7. **CONSIDERATION.** The parties agree that Contractor will provide the services outlined in Attachment A .

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

9. **INSPECTION & AUDIT.**

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

CONTRACT

A Contract For UNVC

determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

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

10. CONTRACT TERMINATION.

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

CONTRACT

A Contract For UNVC

waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.

d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.

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

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and

iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).

v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

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

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

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

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

15. INDEMNIFICATION.

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

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

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the

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

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

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

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

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

Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer

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

Workers' Compensation and Employer's Liability Insurance:

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

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

Commercial General Liability Insurance:

- 1) Minimum Limits required:
\$1,000,000 General Aggregate

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\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence

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

Business Automobile Liability Insurance:

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

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

Professional Liability Insurance:

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

Umbrella or Excess Liability Insurance:

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

Commercial Crime Insurance:

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

Performance Security:

- 1) Amount required: \$
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.

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- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

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

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

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

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required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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contractual and not a mere recital.

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

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

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

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

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

35. NON-DISCRIMINATION & CDBG.

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- a. 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.
- b. The Contractor will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VII, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- c. The Contractor will comply with the following provision: SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.
- d. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.
- e. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246, the Contractor will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Contractor will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the local government CDBG recipient upon request.

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

CITY MANAGER

City of Fernley
Benjamin Marchant
Telephone: 775-784-9900

BENJAMIN MARCHANT
DATED this _____ day of _____, 20__.

CITY ATTORNEY

City of Fernley
Aaron Mouritsen, Esq.
Telephone: 775-784-9861
Fax: 775-784-9868

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

AARON MOURITSEN
DATED this _____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Engineering Department
Derek Starkey, P.E.

DEREK STARKEY P.E., Department Director
DATED this _____ day of _____, 20__.

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CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of April 17th, 2024, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

NEAL E. MCINTYRE, MAYOR

DATED this _____ day of _____, 20__.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this _____ day of _____, 20__.

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

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: / Fax #:

E-mail Address:

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)
) ss
County of _____)

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

Fernley Community Response & Resource Center

02.23.2024

Mike Allen,

We appreciate the opportunity to provide enclosure consulting for your upcoming project. We have worked with TSK and CORE on several projects in Nevada and look forward to consulting on this effort. Based on our understanding of the project and the needs of the owner, we have provided the following scope with the intent of ensuring the building enclosure systems are well integrated (i.e., don't leak), ensuring decades of durability and occupant comfort.

Project Understanding

- Approximately 20,000 sf
- 100 % CD – June 2023
- Construction Start/End - June 2024/July 2025
- TSK Architects – Phil O'Keefe
- CORE Construction – Jason Stevens, Jonathan Grisell
- Owner – City of Fernley, Derek Starkey, City Engineer

CONSULTING TEAM

Building Science and Enclosure Lead	Robert Lundeen	Provide design assistance, reviews, constructability, and durability input for control layers, enclosure components, and related details and drawings
Air Moisture Barrier and Glazing	Brady Bone	On site air moisture barrier and glazing specialist to help ensure proper installation and performance of the enclosure systems
Enclosure Testing Technician	Zach Johnson	Testing technician for all air, thermal, and moisture control layers and systems.
Project Principal	John Burningham	Support the entire OAC team with and effective BECx implementation.

DESIGN PHASE ACTIVITIES		
BECX Specification Section	Provide (or revise existing as needed) BECx requirements specification sections defining the BECx activities in each phase of the project along with important roles, responsibilities, and coordination.	X
Functional Performance Testing Requirements Specification Section	Provide (or revise existing as needed) BECx functional performance testing requirements specification sections defining performance requirement for testing activities, reporting, remediation and retesting procedure, with clearly defined pass/fail criteria.	X
Construction Documents Drawing and Specification Review	Provide a design review based on moisture, air, and thermal performance of the enclosure. The review will consist of marked-up conditions and general design direction. The contract documents drawing review is a highly detailed technical review for enclosure performance issues focused on interface details. Each enclosure detail is reviewed for performance, continuity, constructability, durability, and consistency. All division 4, 7 and 8 specifications will be reviewed alongside the drawings to ensure proper coordination, warranty, and performance.	X
CD Review Meeting	Meet with the architect to discuss the construction documents review recommendations. Issues discovered will be reviewed in the context of the completed design and current phase of the project.	X

CONSTRUCTION PHASE ACTIVITIES		
Submittal and Shop Drawings, RFI, ASI, PR Review	Review enclosure related submittals, performance data, warranties, and shop drawings for conformance to the contract documents. Typical submittals reviewed include enclosure related documents from 07 – Thermal and Moisture Protection, and 08 – Openings. Relate VE, RFI, ASI, PR modifications will also be reviewed for functional performance per the design intent.	X
Preconstruction BECx Kickoff Meeting	Meet with the project team, BECxA and enclosure subcontractors to review the building enclosure commissioning process. This meeting is specifically focused on construction activities including milestones, responsibilities, point of contact and distribution, expectations, the enclosure mockup, enclosure inspections, upcoming testing, and common enclosure deficiency conditions.	X
Enclosure Mockup Testing	Functional Performance Testing, based on the provided project specifications (019117) and BECx Plan, is conducted to verify the performance of products and systems. Testing includes air infiltration, water penetration, and adhesion. Mockup testing must be attended by representatives of the owner, general contractor, and enclosure subcontractors.	1
Enclosure Periodic Site Inspections, Logs, and Punchlist	Periodic site inspections of the building enclosure installation. The installation is reviewed versus the Enclosure Systems Checklists, installation instructions, architectural and shop drawings, and good industry practice. Results are reviewed with the general contractor and related subcontractors, as well as tracked in an Enclosure Site Inspection Report for distribution to the project team. Issues to be recorded in a enclosure site log for the contractor to track progress, document completion (if covered before we are back on site), and track. Outstanding issues to be included in the contractors punch list.	3
Enclosure Periodic Site Inspections – BP #1 (Pump house, VC, 2 RRs)	Periodic site inspections of the building enclosure installation. The installation is reviewed versus the Enclosure Systems Checklists, installation instructions, architectural and shop drawings, and good industry practice. Results are reviewed with the general contractor and related subcontractors, as well as tracked in a Enclosure Site Inspection Report for distribution to the project team.	2
*Whole Building Air Test and Thermographic Inspection	The ASTM E779 Whole Building Air Test is a 7-16 hour test of the enclosure to measure unintentional air leakage through the enclosure. During this test the building must be closed to non-testing personnel except representative of the general contractor. The test is conducted with large fans places in the entrances and measuring devices spread throughout the building. Additionally, a thermographic imaging inspection of the exterior provides a visual representation of the air leakage. Thermographic (Infrared) Scan of the building helps identify where the air is leaking and provides a starting point to review with the team on possible remediation efforts. Recommended Performance Level – 0.4 per IECC 2018/code or above code at 0.25 cfm/sf when pressurized to 75 PA.	Optional - As Needed per the owners discretion
CLOSEOUT ACTIVITIES		
Final Building Enclosure Record	Summary of all BECx activities including drawing review comments, submittal reviews, checklists, site inspections, functional performance testing, and lessons learned. Including an overall opinion of the buildings ability to meet performance goals.	X

Enclosure Consulting Fee Summary

Design Phase Activities	\$3,000
Construction Phase Fee	\$6,500
Site Inspections - Report, Follow Up, Support, Backcheck (3 site visits)	\$8,400
Enclosure Testing per Day (9 am – 3 pm) Report, Follow Up, Support (3 days testing (1 mockup + 2 building))	\$12,000
Closeout Fee	\$1,000
Total Fee	\$30,900
Additional Services as Requested	
*Whole Building Air Test (WBAT) per ASTM E779 – Test, Report, Follow-up Review Meeting	\$7,500
*Infrared Thermal Scan per ASTM E779 - Test, Report, Follow-up Review Meeting	\$2,500
Site Inspections – Report, Support, Follow-up	\$2,800
Enclosure Testing per Day (9am – 3pm) – Report, Support, Follow-up	\$4,000

Notables

- **Site Inspection fees include travel time, materials, costs, and reporting. No travel reimbursements will be billed.**
- Activity reports documenting findings, recommendations, and results provided.
- Site Inspections and Functional Performance Testing activities include travel time, materials, costs, and reporting.
- Based on the requirements of the specifications and decisions of the design team, failed tests typically require additional testing to meet performance requirements. These tests will be billed to the client. It is the client's responsibility to bill the appropriate parties then.

Items Provided by UNVC as Part of Services:

- BECxA, Program Manager, and Test Technicians.
- All equipment necessary to perform functional performance testing.
- Activity reports documenting findings, recommendations, and results.
- Insurance.

Items Provided by Others:

- Notification and meeting coordination for design meetings are to be provided by the Architect.
- Notification and meeting coordination for construction activities to be provided by the General Contractor.
- Free and clear access to the test areas, lifts, and/or scaffolding as required to access the interior and exterior of the test specimens fully.
- Water source capable of providing 5 gallons of water per hour per square foot of the test specimen (within 200 ft of the test area).
- 110-volt power supply (within 100 ft of the test area).
- Temporary protection of vulnerable areas from excess moisture related to functional performance testing.
- Repair of damage which may result from testing activities.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Derek Starkey, City Engineer

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

American Rescue Plan Act (ARPA),
Transient Lodging tax, Community
Development Block Grant

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve amendment number one to the contract for Cummings Management Group Inc. for owner's representative services during construction of phase one of the community response and resource center project.

AGENDA ITEM BRIEF:

This item is an amendment to the existing contract for the Cummings Group. The Cummings Group has provided owner's representative services on behalf of the City during the pre-construction phase of the CRRC project. Delays to the project delivery timeline have extended their original scope and budget. This amendment is for the additional time and budget needed for their services on the project.

RECOMMENDED MOTION:

I move to approve amendment one to the Cummings Group contract.

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:

Council could choose not to approve the amendment and staff would need to fill in for their services.

BACKGROUND:

The Cummings Group was selected to be the City's owner's representative during the reconstruction and construction phase of the Community Response and Resource Center project. As the City's Owner's representative, Cummings Group has organized and led efforts on behalf of the City during design and now construction of the project.

During design their duties included: reviewing the City's plans and materials for the project and understanding the goals and needs of the project, establish themselves as the point of contact for the project, coordinating with the design team and provide feedback, schedule and attend design review meetings, assist with selection of consultants, identify stakeholders in the project, participate in value engineering exercises, review cost estimate and specifications, applications for payments and coordinate schedule with design team.

During construction, their duties include but are not limited to; monitoring safety and compliance with all Federal/State/Local requirements, coordinate moving and storage of equipment and furnishings, attend construction meetings, creating materials to distribute to neighbors and internally, review construction schedule, advise the owner on construction costs/schedule, coordinate inspections and commissioning of project, photograph construction progress, participate and review change orders and requests for information, resolve disputes or claims, review pay applications, and assist with project closeout.

The original contract was approved on February 26, 2022. The total contract amount was: \$594,732. The estimated timeline for owners representative services during the design phase was budgeted at 9 months and the estimated construction timeline was 15 months.

The actual time for the design ended up being 26 months and the new construction timeline is estimated to be 18 months.

The additional cost with the new schedule for design and construction is \$226,064. Staff recommend the amendment due to the extensive amount of work that Cummings Group will do as we enter the construction phase. Cummings Group has been involved from the beginning of the design phase and brings an understanding of the project history that City staff do not have due to staff turnover.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338 Public Works

FINANCIAL IMPLICATIONS:

The amendment includes an increase of \$293,000.

ATTACHMENTS:

1. Attach A - Fee Schedule_revised R1
2. Cummings Group Amendment 1

3. Cumming Mgmt Group EXP_12.31.2026

ATTACHMENT A – FEE SCHEDULE
OWNER’S REPRESENTATIVE CONSTRUCTION MANAGEMENT SERVICES

- **Provide fees as a lump sum cost.**

ORIGINAL CONTRACT
Lump Sum Cost - \$594,732

REVISED PER CURRENT SCHEDULE
Lump Sum Cost - **\$888,861**
Total Contract Increase = \$226,064

- **Provide itemized list of services recommended for project scope and associated fees.**

ORIGINAL CONTRACT

Design Phase, Jan 2022 – Sept 2022 (10 mo)
Project Director - \$17,127
Project Management - \$70,065

Construction Phase, Oct 2022 – Nov 2023 (14 mo)
Project Director - \$27,270
Project Management - \$446,236

Warranty Phase, Dec 2023 (1 mo)
Project Director - \$1,960
Project Management - \$32,074

REVISED PER CURRENT SCHEDULE

Design Phase, **Feb 2022 – Mar 2024 (26 mo)**
Project Director - **\$49,478**
Project Management - **\$229,744**

Construction Phase, **Apr 2024 – mid-Aug 2025 (16.5 mo)**
Project Director - **\$32,169**
Project Management - **\$526,419**

Warranty Phase, **mid-Aug – Sept 2025 (1.5 mo)**
Project Director - **\$2,940**
Project Management - **\$48,111**

- **Provide list of potential reimbursable expenses and an estimated cost based on previous projects of this size.**

List of potential reimbursable expenses & estimated cost (EXCLUDED FROM LUMP SUM PRICE ABOVE)

Estimated cost = \$7,500

Potential reimbursable expenses

Mileage or lodging for travel performed for project responsibilities

Office supplies

Mobile phones

Computers

Assumptions/clarifications

Proposal assumes that office space, office furniture, copier/printer and internet will be provided by

City of Fernley

- **Provide hourly rates for expected personnel**

Project Director – \$235.00

Sr. Project Manager – \$180.00

Asst. Project Manager – \$145.00

Sr. Scheduler – \$195.00

Scheduler – \$165.00

Cost Management Director – \$195.00

Senior Cost Manager – \$175.00

Cost Manager – \$160.00

AMENDMENT 1

**TO THE CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN THE CITY OF FERNLEY AND Cumming Group Inc.**

This Amendment 1 to the Contract for Independent Contractor between the City of Fernley and Cummings Group Inc. is entered into this 17th day of April, 2024, by and between The City of Fernley (“City”), and Cummings Group Inc.; also referred to as “The Parties.”

On February 16, 2022, the City of Fernley and Cummings Group Inc. entered into a Contract for owners representative construction manager as agent services related to Community Response and Resource Center Phase 1. The parties hereby wish to

- 1.) Extend the date of the Contract to September 30th, 2025.
- 2.) Amend the Scope of Work to reflect the additional time required for preconstruction services and extended construction timeline, as described in Attachment A, with approved additional Project funding, not to exceed \$226,064.

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this Amendment 1, shall remain in full force and effect.

Each signatory for the Parties below has read the Amendment 1, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DATED _____

Cummings Group Inc.

DATED: _____

Neal McIntyre
Mayor, City of Fernley

Attest:
DATED: _____

KIM SWANSON
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: _____

Aaron Mouritsen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408
775) 784-9861
Attorney for the City of Fernley

ATTACHMENT A

CONTRACT

A Contract for Professional Services

THIS CONTRACT is made and entered into this 16th day of February 2022, _____, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Cumming Management Group Inc., a Construction and Project Management firm, whose address is 200 South Virginia Street, 8th Floor, Reno, NV 89501 _____ ("Contractor").

WHEREAS, Nevada Revised Statutes ("NRS") Chapter 266 and Chapter 338 authorizes the City to engage the services of independent contractors; and WHEREAS, the services of Contractor are deemed to be both necessary and in the best interests of the City; and

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

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

1. CONTRACT NUMBER: CMG-A1

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

3. CONTRACTOR'S SERVICES:

a. Description of Services.

i. Attachments:

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

ii. **Standard Of Care.** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance

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A Contract for Professional Services

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

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

4. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.
 - b. **Reimbursable Expenses.** Contractor agrees that all direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule unless the Fee Schedule specifically provides otherwise.
 - c. **Payment Invoicing.** Contractor shall submit a monthly invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
 - d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year.
5. **NOTICE:** All notices or other communications required or permitted to be given hereunder shall be deemed delivered: (i) when written notice is received by the party to whom it is directed, if delivered personally, or by email; or (ii) three (3) days after deposit with the United States Post Office, if mailed by certified mail, return receipt requested, postage prepaid and addressed to the party to be notified. Notices shall be addressed as follows:

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

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If to Contractor: Cumming Management Group, Inc.
200 South Virginia Street, 8th Floor
Reno, NV 89501

6. INSPECTION & AUDIT:

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

7. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice.

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A Contract for Professional Services

With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.

- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.
- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
 - i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

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A Contract for Professional Services

- iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.

- f. **Winding Up Affairs upon Termination.** If this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:

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

- 8. **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.

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9. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
10. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
11. **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, pandemics and epidemics. 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.
12. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively, the "City party") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards, judgments, and any other costs or expenses, including reasonable attorney fees (collectively, "Liabilities"), which may be recovered from or sought against the City party as a result of, by reason of, or as a consequence of: (i) any act or omission, negligent or otherwise, on the part of Contractor, its officers, employees, independent contractors, sub-contractors, vendors, suppliers, consultants, or agents; or (ii) any default in the performance of any obligation of Contractor to be performed under the terms of this Contract, regardless of whether such default is an Event of Default hereunder. In no event shall the language of this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections provided by the Federal and State constitutions or by law. It is expressly agreed that Contractor shall defend the City party at Contractor's expense, by legal counsel reasonably satisfactory to the City, against the Liabilities and in the event that Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to Contractor. Contractor's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Contractor pursuant to the provisions of this Contract. Contractor's obligations under this Section 11 shall survive any termination of this Contract.
13. **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

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

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



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

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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



b. **Professional Liability Insurance.**

- i. Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- ii. Retroactive date: Prior to commencement of the performance of this Contract
- iii. Discovery period: Three (3) years after the termination date of this Contract.

c. **General Requirements.**

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, **the City of Fernley, its officers, employees, and immune contractors** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

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- iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
 - v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
 - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to

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A Contract for Professional Services

the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

- 15. **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.
- 16. **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.
- 17. **SEVERABILITY:** If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
- 18. **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

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A Contract for Professional Services

rights, obligations, or duties under this Contract without the prior written consent of the City.

- 19. 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.
- 20. 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.
- 21. FEDERAL FUNDING:** In the event federal funds are used for payment of all or part of this Contract:
- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

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A Contract for Professional Services

- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.) The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- d. American Rescue Plan Act: The Contractor shall comply with all ARPA requirements and all required provisions to be adhered to in accordance with Federal Uniform Guidance. Costs incurred as a result of this contract shall only be for actions taken in response to the COVID-19 public health emergency, the impacts of COVID-19 on the community, residents and businesses and for the efforts to contain COVID-19. These expenditures shall be a direct response to the emergency and include but are not limited to addressing medical or public health needs, as well as expenditures incurred in response to second-order effects of the emergency.
- i. This contract provides for the owner's representative/construction manager as agent professional services required to construct a Community Resource and Response Center will provide a venue for responding to the pandemic with the delivery of vaccines, testing, and other public health needs. Further, the Center will provide programs and resources that address the negative economic impacts from the pandemic including, but not limited to food insecurity, emergency shelter/quarantine, childcare, educational needs, and mental health support.
- ii. The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. The parties further understand that all billing must be submitted by the 15th day of the subsequent month. Should contractor fail to submit timely bills, Contractor hereby agrees to be liable to the City for any costs of the project not covered by the ARPA Act due to contractor's negligence in billing. All billings for dates of service prior to July 1 must be submitted to the City no

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A Contract for Professional Services

later that the first Friday in August of the same year. Contractor as a contractor shall also maintain the following for tracking purposes:

1. Chart of accounts, written accounting procedures, internal and administrative controls, accounting journals and ledgers.
2. Payment requests and source documentation (vendor invoices, bills of lading, purchase orders, payment vouchers, payrolls, bank statements and reconciliations); and
3. Financial statements, correspondence, and audit files.
4. In addition to these cost accounting and record-keeping requirements, contractors may also be expected to comply with the following list of required flow-down terms. These terms include:
 - a. Equal Employment Opportunity requirements.
 - b. Davis Bacon Act (40 U.S.C. §§ 3141-3148);
 - c. Anti-Kickback Act (40 U.S.C. § 3145);
 - d. Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701-3708) as supplemented by the Department of Labor regulations (29CFR Part 5);
 - e. Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401);
 - f. Clean Air Act (42 U.S.C. §§ 7401-7671q) and Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
 - g. Debarment and Suspension (Executive Orders 12549 and 12689);
 - h. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
 - i. Procurement of recovered materials (2 C.F.R. § 200.323) (pursuant to section 6002 of the EPA's Solid Waste Disposal Act);
 - j. Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216); and
 - k. Domestic preferences for procurements (2 C.F.R. § 200.322).
- e. Failure to comply with ARPA and other federal, state or local requirements may result in the City of Fernley taking one of the following actions:
 - i. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency;

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A Contract for Professional Services

- ii. Denying both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partly suspending or terminating the contract;
- iv. Initiating suspension or debarment proceedings;
- v. Requesting reimbursement for ineligible costs;
- vi. Withholding further funds for the project or program; or
- vii. Taking other remedies that may be legally available.

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

23. CERTIFICATION REQUIRED BY NRS 332.065 and NRS 286.737 By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

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

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

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A Contract for Professional Services

venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.

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

CONTRACT

A Contract for Professional Services

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

31. **COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
32. **NON-DISCRIMINATION:** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
33. **NRS 338.1718 AND AB410 FROM THE 2021 SESSION:** We understand as an independent contractor of the City that we are obligated to comply with NRS 338.1718 and AB410 from the 2021 Session. We hereby agree to comply those provisions while working with the City.
34. **ATTACHMENT C: TERMS AND CONDITIONS:** We understand as an independent contract of the City that we are obligated to comply with the Terms and Conditions in Attachment C.

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CONTRACT

A Contract for Professional Services

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

CITY OF FERNLEY

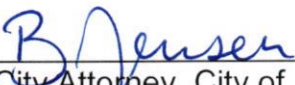


Mayor, City of Fernley 2/28/2022
Date



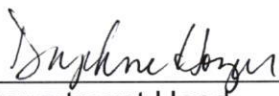
City Clerk, City of Fernley 2/28/2022
Date

Approved as to form:



City Attorney, City of Fernley 2/28/2022
Date

Originating Department:



Department Head 3/1/2022
Date

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

CONTRACTOR

BY: Chris Thompson

TITLE: Senior Vice President, PM

FIRM: Cumming Management Group, Inc.

BUSINESS LICENSE #:

Address: 200 South Virginia Street, 8th Floor

City: Reno State: NV Zip Code: 89501

Telephone: 916-747-7333

Fax #:

E-mail Address: khillmer@cumming-group.com



(Signature of Contractor)

DATED this 18th day of March, 2022

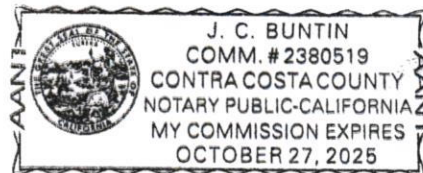
STATE OF California)
) ss
County of Contra Costa)

On this 18 day of , in the year 2022, before me, J. C. Buntin / Notary Public, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it. → Chris Thompson

WITNESS my hand and official seal.


Notary's Signature

My Commission Expires: 10/27/2025



ATTACHMENT A – SCOPE OF WORK
OWNER'S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

A. The following professional services are required for the Community Response and Resource Center project:

Assist with Schematic Design:

- 2.A.1. Review Owner's master plan and all other City supplied planning materials. Review scope/ program and costs and understand the Owner's goals for the project(s). Note allowances, owner soft costs, escalation, and any other specific line items as they relate to the entire project and budget
- 2.A.2. Assist City of Fernley Staff as required with preparation and maintenance of the Project Management Plan including the Construction Management Plan and the Risk Management Plan
- 2.A.3. Establish Owner's Representative as the central point of contact for coordinating all project activities including process for approvals, maintenance of project records, responses to inquiries from consultants, suppliers and contractors, transfer of information to decision makers, coordination of project information flow and progress reports to the Owner, and general public as required.
- 2.A.4. Co-ordinate with the design team throughout the design phases and create progress reports to be delivered to Owner. Provide appropriate feedback to the design team.
- 2.A.5. Maintain a Master Program Budget to be tracked from start to completion of the project. Maintain accountability to the budget, assist the Owner with monitoring, allocation of funding sources, identify cost savings and design options/products, maintain and review project costs to confirm that the project is designed within the budget and to avoid value engineering at the end of the design process. Serve as liaison with City staff in all budget matters. Owner's Representative is to maintain, track and coordinate use of any projects reserve accounts with the Owner. At no time should the reserve account be used for project expenses unless approved by the Owner
- 2.A.6. Compile and update Master Schedule milestones for all design phases, design review, bidding activities, purchase of major equipment, lead times for fixtures and equipment, coordination of activities outside construction, and coordination of key decision points with Owner. Insure that these project milestones are accounted for in project contract documents.
- 2.A.7. Assist the Owner with developing/ implementing and coordinating technology needs. Assist with the selection of consultants and vendors.
- 2.A.8. Schedule and attend all design review meetings and review the design professional's agenda and minutes for accuracy and correct any errors within such documents.
- 2.A.9. Provide weekly and monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes, and other key project information.

ATTACHMENT A – SCOPE OF WORK
OWNER'S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

2.A.10. Assist the Owner in their review and approval of schematic design.

Assist with Design Development:

- 2.A.11. Assist with selection of consultants through a qualifying and selection process that are not traditionally part of an architect/engineer/general contractor's consultant team but will have contracts with Owner, such as environmental, third party testing and inspections, FF&E, technology, etc.
- 2.A.12. Identify all State and Local agencies that will be utilized during the review process and oversee the submittal process. This will include coordination of all road improvements/ site development requirements with State and Local agencies.
- 2.A.13. Initiate project review of drawings/specs and cost estimate with Owner for review prior to proceeding to Construction Documents. This includes consulting with the Owner on issues which impact the constructability and feasibility of the project.
- 2.A.14. Participate in value engineering exercises and evaluate proposed building design systems as to quality, first cost and life cycle cost, constructability, and availability.
- 2.A.15. Review all applications for payment from Owner's consultants, designers, and engineers and provide recommendations to Owner for approval/revision/rejection.
- 2.A.16. Coordinate schedule, submittals, and review by utility agencies.

Assist with Construction Documents:

- 2.A.17. Assist and coordinate project submittals and deadlines for agency reviews.
- 2.A.18. Orchestrate and assist the Owner in the review of construction documents/specifications and cost estimates for approval of construction documents.
- 2.A.19. Coordinate acceptance of the Construction Documents and finalize pricing.
- 2.A.20. Assist City of Fernley with solicitation and selection of 3rd party entity for Building permit review and approval.

Assist with the Bidding Process:

- 2.A.21. Coordinate with agencies affected.
- 2.A.22. Coordinate and review any modifications to pricing with the Owner.

Oversee Construction Process:

- 2.A.23. Monitor safety compliance with all Federal/State/Local requirements (not limited to OSHA, EPA, and EEO) thru the CMAR.
- 2.A.24. Coordinate moving and storage of equipment and furnishings as necessary.
- 2.A.25. Assist with placement of construction trailers, fences, signage, staging areas, and construction traffic zones.

ATTACHMENT A – SCOPE OF WORK
OWNER'S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

- 2.A.26. Attend Construction Meetings as established (weekly or bi-weekly).
- 2.A.27. Create materials for the City to distribute to their staff and local neighbors indicating construction timeframes, rules during construction, and what to expect.
- 2.A.28. Review construction progress as provided in construction management programs and take necessary action such that weekly minutes are accurate (including but not limited to construction progress, cost concerns, schedule, and outstanding issues). Serve as distributor of progress reports.
- 2.A.29. Review construction schedule and any impacts due to delays; advise Owner with regards to recovery schedules as required.
- 2.A.30. Advise the Owner on issues including construction costs, schedule, coordination, and owner occupancy. Notify Owner if there is deviation from project progress.
- 2.A.31. Coordinate and document that inspections and testing reports take place as required. Review reports to take necessary action such that deficiencies are addressed. Coordinate with the Owner and CMAR reports during the week and weekend.
- 2.A.32. Photograph construction progress. Provide observations regarding quality of workmanship, conformity to plans and specs. Address corrective measures to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor. Notify the Owner of non-conforming work with the Contract Documents. O/R to coordinate with all consultants/ vendors responsible for the non-conforming work to implement a corrective solution.
- 2.A.33. Participate as part of the communications and distribution of construction directives including, but not limited to RFI, PCO, ASI actions.
- 2.A.34. Assist the Owner in the review of pending Change Orders and notify the Owner of such. The O/R should review with the design team the proposed scope and costs assigned with the pending change order prior to reviewing with the Owner. This includes the work of design professionals and specialty consultants and contractors.
- 2.A.35. Resolve any disputes or claims prior to final approval or denial of a Change Order.
- 2.A.36. Review appropriateness of each pay application with the design team and take necessary action such that lien/claim releases are executed and included with all pay applications and all disputes or claims are resolved prior to approval of a pay application.
- 2.A.37. Solicit and receive bids, coordinate delivery and installation for Owner purchased items which are contracted through the Owner including but not limited to FF&E.
- 2.A.38. Assist with scheduling and implementation of technology and security as it applies to the project(s).
- 2.A.39. Assist the Owner with any concerns and/or complaints by staff, community members, and parents during construction.

ATTACHMENT A – SCOPE OF WORK
OWNER'S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

- 2.A.40. Develop and maintain project files to include a record copy of all contracts, drawings, specifications, addenda, change orders and drawing modifications, shop drawings, product data and samples, handbooks, manuals and instructions and related materials for Owner's FF&E. Confirm that design professionals and construction manager supply these critical documents as well as documentation of all required testing and quality control inspections.
- 2.A.41. Provide weekly/monthly status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information.

Assist with the Close-Out of the Project:

- 2.A.42. Coordinate moving of new/stored furnishings and equipment into the completed facilities, if required.
- 2.A.43. Take necessary actions such that there is a seamless handover of projects to the Owner.
- 2.A.44. Develop the protocol and conduct a comprehensive final inspection of the project to verify that the materials furnished and work performed are in accordance with the contract documents. Schedule and assist the Owner in developing punch lists for projects completion and attend all walk-throughs.
- 2.A.45. Coordinate and attend the training of staff on all systems including but not limited to mechanical, lighting, new equipment, etc. Verify that the Owner has been adequately trained in systems. Consider training that occurs over a period of time in lieu of too much information in too short of time.
- 2.A.46. Coordinate and supervise the process for commissioning the facility to ensure all systems are working at peak efficiency.
- 2.A.47. Coordinate transfer of stock supplies of materials to the Owner as indicated in the specs or construction agreement.
- 2.A.48. Assist the Owner in the collection of all close-out documents and the acceptance of punch lists, Operational /Maintenance Manuals/Warranties, copies of construction drawings (including any as-builts or mark-ups by contractor during construction), specifications, shop drawings, construction directives, photos, and videos.
- 2.A.49. Provide description of final budget with record of expenditures.
- 2.A.50. Assist the Owner in acceptance and issuance of the final pay application and verify that the advertising for final payment and/or lien waivers has been completed.
- 2.A.51. Oversee that all third-Party inspections are complete and all violations are corrected to allow for the issuance of a final certificate of occupancy (CO). If inspections are not complete and a building requires immediate occupancy and appropriate inspections indicate there are not life safety issues and a temporary certificate of occupancy (TCO) is issued, that prior to 90 days of issuance all inspections are complete to obtain a CO or a renewal of the TCO.
- 2.A.52. Take necessary action such that proper inspections have been conducted, documented, and all permits are in place.

ATTACHMENT A – SCOPE OF WORK
OWNER'S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

2.A.53. Remediate issues as needed.

Assist the Owner During the Warranty Period:

- 2.A.54. Assist the Owner with determining the warranty period. If an extended warranty is considered, assist the Owner with understanding the cost and value associated with extended warranties to evaluate if the Owner wants to consider for additional cost.
- 2.A.55. Schedule the 11-month warranty walk through with the design team if the warranty is minimum of 1 year.
- 2.A.56. Schedule the additional warranty walkthroughs as required (e.g., 23- month walk through).
- 2.A.57. Assist the Owner with building issues/complaints and determine necessary steps to take to address these items. Address warranty items to confirm the requirements of the warranty are met.
- 2.A.58. Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information affected through the warranty period.

General Project Assistance:

- 2.A.59. Coordinate and document communications with and among the City of Fernley, Design Team, Construction Team and other stakeholders
 - 2.A.60. Manage and document all project meetings
 - 2.A.61. Document and coordinate any request for information and the responses from the City of Fernley
 - 2.A.62. Document and coordinate any City of Fernley request for changes to project and responses from the Contractor
 - 2.A.63. Perform claim analysis and coordinate Construction payment requests
 - 2.A.64. Provide City of Fernley staff resource augmentation for professional support service.
 - 2.A.65. Provide bi-monthly project updates to the City of Fernley City Counsel throughout entire project.
- B. Proposers should be prepared to begin Owners Rep services defined by this RFP on January 20, 2022. The Design aspects of the project are to be completed by the end of September, 2022.
- C. NRS 338.1718 AND AB410 from the 2021 Session. We understand as an independent contractor of the City that we are obligated to comply with NRS 338.1718 and AB410 from the 2021 Session. We hereby agree to comply with those provisions while working with the City.

ATTACHMENT B – FEE SCHEDULE
OWNER'S REPRESENTATIVE CONSTRUCTION MANAGER AS AGENT

- **Provide fees as lump sum cost.**

Lump Sum Cost - \$594,732

- **Provide itemized list of services recommended for project scope and associated fees.**

Design Phase, January 2022 – September 2022

Project Director - \$17,127

Project Management - \$70,065

Construction Phase, October 2022 – November 2023

Project Director - \$27,270

Project Management - \$446,236

Warranty Phase, December 2023

Project Director - \$1,960

Project Management - \$32,074

Recommended allowance - \$20,000 (not included in lump sum or itemizations above)

Cost estimating above and beyond review/compare CMAR and architect estimates

Schedule analysis above and beyond review of CMAR schedule

- **Provide list of potential reimbursable expenses and an estimated cost based on previous projects of this size.**

List of potential reimbursable expenses & estimated cost (EXCLUDED FROM LUMP SUM PRICE ABOVE)

Estimated cost = \$7,500

Potential reimbursable expenses

Mileage or lodging for travel performed for project responsibilities

Office supplies

Mobile phones

Computers

Assumptions/clarifications

Proposal assumes that office space, office furniture, copier/printer and internet will be provided by
City of Fernley

- **Provide hourly rates for expected personnel**

Project Director – \$235.00

Sr. Project Manager – \$180.00

Asst. Project Manager – \$145.00

Sr. Scheduler – \$195.00

Scheduler – \$165.00

Cost Management Director – \$195.00

Senior Cost Manager – \$175.00

Cost Manager – \$160.00

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

100-320-150

ACTION REQUESTED: Motion

AGENDA ITEM:

(Possible Action) to approve the liquor license for CJMFOODS, Inc dba Grocery Outlet of Fernley.

AGENDA ITEM BRIEF:

(Possible Action) to approve the liquor license for CJMFOODS, Inc dba Grocery Outlet of Fernley.

RECOMMENDED MOTION:

"I move to approve the liquor license for CJMFOODS, Inc dba Grocery Outlet of Fernley."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

There are established liquor license procedures in the City of Fernley. Applicants are required to submit to a background check that is performed by the Lyon County Sheriff's Department. Lyon County Sheriff's Office recommended approval based on the background investigation conducted for Edward Callagy III and Jazmyn Callagy. Background information is confidential and cannot be distributed.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

City Clerk's office collects liquor license fees that are reported under Liquor License revenue in the General Fund.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Casey Kasten

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-413-322

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action to approve the lease agreement with artist Chad Rice in the amount not to exceed \$2,000.00 for the installation and lease of Turn Turn Turn art sculpture at the Main Street Art Park.

AGENDA ITEM BRIEF:

Enter into a two-year lease agreement with Chad Rice for the Turn Turn Turn sculpture to be placed at the Main Street Art Park during the Murals, Music and Margaritas Art Festival. Turn Turn Turn is a forced-perspective sculpture created by local artist Chad Rice. The Sculpture features three different images based on one woman, in different stages of life, that appear only when the viewer stands in the correct position. This piece was created in 2019, making its debut at Burning Man. It was also featured in the 2020 Toronto Light Festival, marking this as Chad Rice's first international art installation.

RECOMMENDED MOTION:

" I move to approve the lease agreement with artist Chad Rice for the installation and lease of the Turn Turn Turn art sculpture at the Main Street Art Park."

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (the 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:

Deny or Direct staff to provide additional information.

BACKGROUND:

The City of Fernley encourages the creative spirit and recognizes the arts as a valuable platform to promote economic vitality in the community. The vision of the Fernley Arts and Culture Task Force and Fernley Arts & Culture Squad is to bring together artists and art organizations to foster an environment in which art and culture enhance our community. The Arts and Culture Task Force has identified sculptures and other art pieces as a way for local and national artists to express themselves artistically, in privately and publicly owned spaces, and beautify the City. The goal of the sculpture is to change the look of the barren Art Park, give the City an artistic identity, increase community engagement, improve the economy and add beauty to the barren Main Street Art Park.

Turn Turn Turn is a forced-perspective sculpture created by local artist Chad Rice. Described as painting across three dimensions, Turn Turn Turn requires the viewer to move around the installation to find specific viewpoints, aligning images across its surfaces. This piece explores, through the imagery of a woman in three different stages of life, the idea that people's perception constantly evolves based on their current viewpoint, and that an individual's perspective can change drastically over the course of their life. This piece was created in 2019, making its debut at Burning Man. It was also featured in the 2020 Toronto Light Festival, marking this Chad Rice's first international art installation.

PROJECT ESTIMATED PROJECT TIMELINE:

- Installation week of the Mural Festival (May 11-17)
- Installation will take one day

PRELIMINARY SCOPE OF WORK:

- The piece is anchored to the ground with 32 metal stakes, each 36" long. Each of the 32 columns has its own concrete footing that the stakes secure to the ground. This method has worked well in the past and was not affected by wind or weather.
- Ideally, the piece would have power and be lit every night. Chris Daniels is the electrician/contractor that will provide the labor and layout the plan for the electrical work.
- The sculpture will require 3 floodlights. One (1) on each side of the sculpture. This will require trenching for the wiring. The applicant is requesting the City of Fernley provide and assist with the trenching. If the electrical portion is not approved, a solar backup plan will be provided. However, the visual impact at night would be significantly diminished.

MAINTENANCE:

- Artist Chad Rice will be responsible for maintenance over the duration of the lease. The lease is "not to exceed" two (2) years and/or \$2,000.00 and can be revoked by the City of Fernley with a 30-day written notice or at any time if there is a safety concern.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

Included and approved in the budget for FY2023-24

ATTACHMENTS:

1. Contract COF_CRICE -Turn Turn Turn Project
2. Exhibit A - Scope of Work
3. Exhibit B Crice- COF Agreement
4. Exhibit C - Chad Rice Statement and Photos

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

This contract is entered into by City of Fernley and Chad Rice, 758 Canary Circle, Fernley, NV 89408.

1. CONTRACT TERM. This Contract shall be effective from May 01, 2024, to May 01, 2026, 2-year lease agreement.

2. SCOPE OF WORK AND CONSIDERATION. The parties agree that Contractor will provide the services specified: Artist must furnish all of the materials and perform all of the work for the installation and maintenance during the lease term for Turn Turn Turn sculpture art Project as shown on the Artist's proposed drawings and described in the specifications attached as Exhibit A and Exhibit B and incorporated by reference into this Contract. The Artist's work must be of high quality, in compliance with accepted standards of workmanship, and in conformity with this Contract.

The City will pay the Contractor a not-to-exceed (NTE) amount of \$ \$2,000.00 services as described based on a two-year lease at \$1,000.00 per lease year.

3. ASSENT. The parties agree that any attachments are part of this Contract. The parties further agree the Contract provisions supersede any attachment provisions unless there is written evidence of mutual assent.

4. CONTRACT TERMINATION: A default or breach may be declared with or without termination. The following constitutes a default or breach: insolvency by or the Contractor's license is revoked; and/or failure of satisfactory performance within the time requirements.

5. 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.

6. 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. 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.

7. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged acts or omissions or misconduct of Contractor, its officers, employees and agents, but not excluding the City's right to participate.

8. INDEPENDENT CONTRACTOR: Contractor is associated with the City only for the purposes and to the extent specified in this Contract, Contractor is and shall be an independent contractor. 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. Neither Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

9. LICENSES AND INSURANCE: Prior to the start of any work, Contractor must provide a Certificate of Insurance for General Liability coverage of \$500,000.00, listed the City as an additional insured. Contractor shall also procure, pay for, and maintain for the duration of this Contract any state, county, city or. deral license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law. r regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor agrees to be responsible for payment for obligations not paid by its subcontractors during performance of this Contract.

10. 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.

11. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 Contract unenforceable.

12. ASSIGNMENT/DELEGATION. Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.

13. PUBLIC RECORDS. Information or documents received from Contractor may be open to public inspection and copying.

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

15. GOVERNING LAW; JURISDICTION. This Contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.

16. ACKNOWLEDGMENT, EXECUTION & 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 Representative

DATE: _____

BUS LIC # _____

TITLE: Artist, /Owner Chad Rice

ADDRESS: Chad Rice 758 Canary Cr. Fernley NV 89408

City of Fernley Originating Department

DATE: _____

City Clerk, City of Fernley

DATE: _____

Mayor, City of Fernley

DATE: _____

Turn Turn Turn Sculpture Installation

The Contractor/Artist will coordinate with the City of Fernley to facilitate and obtain all required permits, inspections and confirm date of installation.

- **Sculpture Location**
 - Main Street Art Park
 - Sculpture to be placed to the west of the existing concrete pad (Previously the bottle cap gazebo)
- **Installation**
 - The contractor will supply all materials and labor for installation.
 - Contractor to submit all required permits.
 - The piece will be anchored to the ground with thirty-two (32) metal stakes, each 36" long. Each of the thirty-two (32) columns have their own concrete footing that the stakes secure to the ground. This method has worked well in the past and was not affected by wind or weather.
 - A licensed contractor will install power.
 - If power permit is not approved a solar option will be provided
- **Timeline**
 - Installation the week of the Murals Music and Margaritas Festival (May 11-17)
 - One day for install (Coordinate with City Staff install date)
- **Miscellaneous**
 - Any contract shall contain a provision that states the City is not responsible for the maintenance of the sculpture during the lease term.
 - The contractor is requesting City assist with the trenching for the electrical work.

Exhibit B

Chad Rice
758 Canary Circle Fernley NV 89408

This agreement between Chad Rice (Artist) and City of Fernley (City), 595 Silver Lace Blvd, Fernley, NV. 89408 is entered into for the purpose of the lease agreement, installation, and maintenance of the Turn Turn art sculpture (Sculpture) at Main Street Art Park. Installation to occur during the *Fernley Music, Murals and Margarita Festival*.

The responsibilities of each party are as follows:

Artist Responsibilities:

- Coordinate with City of Fernley and submit all necessary permits, plans and specifications as required by the City.
- Provide insurance as per any requirements asked for by the City of Fernley. Proof of insurance is required prior to starting and during term of lease.
- Provide supplies, materials, and labor for installation and cover all costs related to the installation and maintenance of the Sculpture.
- Owner (Chad Rice) must maintain the sculpture for lease term. In the event that the sculpture is to be removed, the City of Fernley must notify the owner, in writing, 30 days prior to the removal of the sculpture. The owner will be liable for all expenses associated with removal.
- Installation will begin on or before May 11, 2024, and be completed by May 17, 2024.

City Responsibilities

- City agrees to allow the sculpture to be placed on City Property at the Main Street Art Park.
- The City of Fernley will not have to compensate the artist/owner in any way for graffiti or damage to the Sculpture during lease term. The City may at any time or at its discretion remove the Sculpture without written notice.

Date: _____

Chad Rice, Artist

Date: _____

Mayor Neal E. McIntyre, City of Fernley

Turn Turn Turn

Chad Rice

Turn Turn Turn is a forced-perspective sculpture created by Nevada artist Chad Rice. Described as painting across three dimensions, Turn Turn Turn requires the viewer to move around the installation to find specific viewpoints, aligning images across its surfaces. This piece explores, through the imagery of a woman in three different stages of life, the idea that people's perception constantly evolves based on their current viewpoint, and that an individual's perspective can change drastically over the course of their life.

Viewpoint 3



13 ft



Viewpoint 2



Viewpoint 1







Exhibit C



TURN TURN TURN
CHAD RICE

COF

ARVO

Art Gallery

in Water
STORE
EMON WATER
All Natural Products
Supplements
Registered Massage Therapy
Naturopathic Medicine
Acupuncture
Chiropractic
Orthotics
Vitamin IV Therapy
Physiotherapy
Meditation
Wellness Coach
waterwellness.ca
416-311-2988



SITE
PLAN

E1.1



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED:

AGENDA ITEM:

(For Possible Action) Introduction and First Reading of Bill #348, an Ordinance to amend Title 2, Chapter 9, Article 1 (Planning Commission) of the City of Fernley Development Code authorizing the Planning Commission to act as the Capital Improvements Advisory Committee pursuant to NRS 278B.150, and other matters related thereto.

AGENDA ITEM BRIEF:

The City of Fernley is expecting to see some significant growth in the coming years and is considering options for funding extensions and upgrades to City infrastructure and services to serve existing and future residents. One way to fund these projects is to establish one or more developer-paid impact fees. NRS 278B.150 requires that a Capital Improvements Advisory Committee be established as the first step in the impact fee process. It also allows the Planning Commission to serve as the committee. This amendment to the Planning Commission section of code authorizes the commission to serve in this additional capacity.

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:

The City Council has directed City staff to begin the process of creating impact fees for new development within the City of Fernley. These fees, to be paid by the developers, could be used to fund public improvements such as extensions or upgrades to the water and sewer systems, construction of new roads, additional fire stations, and other needed infrastructure to serve the citizens of Fernley.

Impact fees are used throughout Nevada (as well as in other states) and have provided numerous benefits to these communities. In the past, the City of Fernley City Council has been hesitant to impose impact fees for fear of hindering needed development. However, the City is now in the position where the increased development is having impacts to the City's infrastructure and the City can no longer bear the burden of paying for the increased needs on its own.

Chapter 278B of the Nevada Revised Statutes outlines the process and requirements for implementing impact fees. This complex process includes multiple steps that must occur before impact fees can be put in place. The first step is to create a Capital Improvement Advisory Committee. Per Section 278B.150, there are five purposes or duties of the committee:

1. Review the land use assumptions and determine whether they are in conformance with the master plan of the local government;
2. Review the capital improvements plan and file written comments;
3. Every 3 years file reports concerning the progress of the local government in carrying out the capital improvements plan;
4. Report to the governing body any perceived inequities in the implementation of the capital improvements plan or the imposition of an impact fee; and
5. Advise the local government of the need to update or revise the land use assumptions, capital improvements plan and ordinance imposing an impact fee.

The same section of NRS (278B.150) allows a jurisdiction to use the Planning Commission as the Capital Improvement Advisory Committee with one requirement. At least one member of the Commission/committee must be a member of the real estate, development or building industry. The City of Fernley Planning Commission currently complies with this requirement with one member of the real estate industry. In the event that this member vacates their position in the future and there is no other representative of the proper industries, their replacement would need to fulfill this requirement upon appointment.

Therefore, City staff recommends that the City Council designate the Planning Commission to act as the Capital Improvement Advisory Committee. The proposed Code Amendment, in conjunction with an associated Resolution, accomplishes this. In their capacity as the Capital Improvement Advisory Committee, the Planning Commission will follow the same bylaws as already established.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 278B.150

City of Fernley Development Code Section 32.13.010 (Impact Fees)

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill 348
2. Draft - Redline

BILL #348
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 2, CHAPTER 9, ARTICLE 1 (PLANNING COMMISSION) OF THE CITY OF FERNLEY DEVELOPMENT CODE AUTHORIZING THE PLANNING COMMISSION TO ACT AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE PURSUANT TO NR 278b.150, AND OTHER MATTERS RELATED THERETO.

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

Section 1. Title 2, Chapter 9, Article 1 is hereby amended as follows:

ARTICLE I. - PLANNING COMMISSION

Sec. 2.09.01. - Establishment.

The Planning Commission ("the Commission") is hereby established, pursuant to NRS 268.110 and 278.030 et seq. The Commission shall also act as the Capital Improvement Advisory Committee pursuant to NRS 278B.150.

Sec. 2.09.02. - Membership and guidelines for appointment.

Pursuant to NRS 268.120, the Commission shall consist of the mayor, the city attorney, the city engineer, ex officio, and seven other members to be appointed by the mayor, not more than two of whom shall be nonresidents of the city. The mayor shall appoint the seven members with the advice and consent of the City Council, and fill any vacancies, subject to the following guidelines:

- (1) While not strictly limited to wards, precincts or other political districts, the members should be chosen with geographical diversity in mind. They should represent the city as a whole, but may be selected from different portions of the city and (as limited by NRS 268.120) from the unincorporated lands surrounded by the city, to help assure proper consideration of the entire area.
 - a. The mayor may also appoint an alternate member to sit on the Planning Commission when another member is absent or a vacancy occurs.
- (2) Although no specific education, background or employment is required, the Commission should represent diverse interests throughout the city. No one occupation, field or industry should be over-represented or allowed to dominate the Commission.
- (3) Pursuant to NRS 278.040, no city or county official or employee shall hold a position on the Commission. While there is no specific prohibition of any other public officer or governmental agent or employee holding a position on the Commission, the nature of that office and its potential for undue influence and conflicts of interest should be carefully reviewed in the consideration of such an official as a candidate for the Commission.
- (4) Pursuant to NRS 278B.150, in order to serve as the Capital Improvement Advisory Committee, the Commission shall consist of at least one representative of the real estate, development, or building industry who is not an officer or employee of the City.

Sec. 2.09.03. - Terms of office.

The Commissioners' terms shall be staggered four-year terms, as provided in NRS 268.120(2).

Sec. 2.09.04. - Removal.

Pursuant to NRS 278.040, a Commission member may be removed, after public hearing, by a majority vote of the City Council for just cause.

Sec. 2.09.05. - Compensation and expenses.

The Council may provide by resolution for compensation, expenses and subsistence allowances to the Commission members, subject to the limitations of NRS 278.040.

Sec. 2.09.06. - Regulations.

The Commission may adopt bylaws, rules or regulations for its operations, subject to approval by the City Council.

Secs. 2.09.07—2.09.10. - Reserved.

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

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

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

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

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

Section 7. The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #348 BEING HEREBY PROPOSED on the 17th day of April, 2024.

BILL #348 BEING HEREBY PASSED, APPROVED, and ADOPTED this ____ day of _____, 2024, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____ Date: _____

Neal E. McIntyre, Mayor

Attest By: _____
Kim Swanson, City Clerk

Date: _____

TITLE 2 – ADMINISTRATION

CHAPTER 9. - BOARDS AND COMMISSIONS

ARTICLE I. - PLANNING COMMISSION

Sec. 2.09.01. - Establishment.

The ~~planning~~Planning ~~commission~~Commission ("the ~~commission~~Commission") is hereby established, pursuant to NRS 268.110 and 278.030 et seq. The Commission shall also act as the Capital Improvement Advisory Committee pursuant to NRS 278B.150.
(Prior Code, § 2.01.01)

Sec. 2.09.02. - Membership and guidelines for appointment.

Pursuant to NRS 268.120, the ~~commission~~Commission shall consist of the mayor, the city attorney, the city engineer, ex officio, and seven other members to be appointed by the mayor, not more than two of whom shall be nonresidents of the city. The mayor shall appoint the seven members with the advice and consent of the ~~City council~~Council, and fill any vacancies, subject to the following guidelines:

- (1) While not strictly limited to wards, precincts or other political districts, the members should be chosen with geographical diversity in mind. They should represent the city as a whole, but may be selected from different portions of the city and (as limited by NRS 268.120) from the unincorporated lands surrounded by the city, to help assure proper consideration of the entire area.
 - a. The mayor may also appoint an alternate member to sit on the Planning Commission when another member is absent or a vacancy occurs.
- (2) Although no specific education, background or employment is required, the ~~commission~~Commission should represent diverse interests throughout the city. No one occupation, field or industry should be over-represented or allowed to dominate the ~~commission~~Commission.
- (3) Pursuant to NRS 278.040, no city or county official or employee shall hold a position on the ~~commission~~Commission. While there is no specific prohibition of any other public officer or governmental agent or employee holding a position on the ~~commission~~Commission, the nature of that office and its potential for undue influence and conflicts of interest should be carefully reviewed in the consideration of such an official as a candidate for the ~~commission~~Commission.
- (4) Pursuant to NRS 278B.150, in order to serve as the Capital Improvement Advisory Committee, the Commission shall consist of at least one representative of the real estate, development, or building industry who is not an officer or employee of the City.

(Prior Code, § 2.01.02)

Sec. 2.09.03. - Terms of office.

The ~~commissioners'~~Commissioners' terms shall be staggered four-year terms, as provided in NRS 268.120(2).

(Prior Code, § 2.01.03)

Sec. 2.09.04. - Removal.

Pursuant to NRS 278.040, a ~~commission~~Commission member may be removed, after public hearing, by a majority vote of the ~~city~~City councilCouncil for just cause.

(Prior Code, § 2.01.04)

Sec. 2.09.05. - Compensation and expenses.

The ~~council~~Council may provide by resolution for compensation, expenses and subsistence allowances to the ~~commission~~Commission members, subject to the limitations of NRS 278.040.
(Prior Code, § 2.01.05)

Sec. 2.09.06. - Regulations.

The ~~commission~~Commission may adopt bylaws, rules or regulations for its operations, subject to approval by the ~~city~~City ~~council~~Council.
(Prior Code, § 2.01.06; Ord. No. 2001-0008)

Secs. 2.09.07—2.09.10. - Reserved.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: N/A No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Resolution

AGENDA ITEM:

For Possible Action: To Correct the Quitclaim Deed re: APN #021-103-18 - The Depot Property - that inadvertently transmitted APN 21-103-50 - The Sheriff Substation and Justice Complex - to the Town of Fernley along with the Depot Property

AGENDA ITEM BRIEF:

This conveyance is merely to correct the inadvertent transfer of the Sheriff Substation and Justice Complex property in 1999 to the Town of Fernley.

RECOMMENDED MOTION:

I motion to correct the official Lyon County records by correcting the conveyance of the Sheriff Substation and Justice Complex property (APN 021-103-50) in 1999 to the Town of Fernley. The City of Fernley is the successor entity to the Town of Fernley and the parties desire to correct the records by executing this conveyance of the Justice Complex property from the City of Fernley to the County.

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The Board of Lyon County Commissioners approved the transfer of the Depot Property (APN 21-103-18) to the Town of Fernley on September 2, 1999, and the deed was recorded on September 17, 1999, as Document Number 239033, Official Records of Lyon County, Nevada. The Board of Lyon County Commissioners inadvertently transferred the property where the Sheriff Substation and Justice Complex is located (APN 21-103-50) to the Town of Fernley along with the Depot Property in the aforementioned deed. It was never intended that the Justice Complex property be transferred to the Town of Fernley. The City of Fernley is the successor entity to the Town of Fernley and the parties hereto desire to correct the records by executing this conveyance of the Justice Complex property from the City to the County.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 277.050 and NRS 277.053

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. City of Fernley Quitclaim Deed Revised 2024
2. Proposed Resolution City of Fernley 2024
3. BOCC Minutes 1999

APN: 21-103-50
RPPT: Exemption #2

When Recorded Mail to:
Lyon County
Attn: Staci Lindberg, County Clerk
27 S. Main Street
Yerington, NV 89447

The undersigned affirms that this document
Does not contain a social security number.

QUITCLAIM DEED

THIS INDENTURE made this _____ day of November, 2024, by and between the CITY OF FERNLEY, a Political Subdivision of the State of Nevada, who acquired title as the Town of Fernley, a Political Subdivision of the State of Nevada, First Party, and LYON COUNTY, a Political Subdivision of the State of Nevada, Second Party.

Whereas, the Board of Lyon County Commissioners approved the transfer of Depot Property (APN 21-103-18) to the Town of Fernley on September 2, 1999, and the deed was recorded on September 17, 1999, as Document Number 239033, Official Records of Lyon County, Nevada.

Whereas, the Board of Lyon County Commissioners inadvertently transferred the property where the Sheriff Substation and Justice Complex is located (APN 21-103-50) to the Town of Fernley along with the Depot Property in the aforementioned deed.

Whereas, it was never intended that the Justice Complex property be transferred to the Town of Fernley.

Whereas, the City of Fernley is the successor entity to the Town of Fernley and the parties hereto desire to correct the records by executing this conveyance of the Justice Complex property from the City to the County.

WITNESSETH:

That the said First Party, in consideration of the sum of ONE DOLLAR, in lawful money of the United States of America, paid by the Second Party, the receipt of which is hereby acknowledged, does by these presents release and forever quitclaim unto the Second Party, all the right, title and interest of the said First Party, in and to all the real property of land situate, lying and being in the County of Lyon, State of Nevada, and bounded and described as follows:

All that certain real property being a portion of the NW 1/4 of Section 13, Township 20 North, Range 24 East, MD&M and also being a portion of Parcel 1 of Parcel Map 79992, further described as follows:

Parcel A as shown on the Parcel Map for the Board of Lyon County Commissioners recorded in the Official Records of Lyon County, Nevada on June 10, 1992 as Document No.152457.

Excepting therefrom all that portion conveyed to the City of Fernley in Dedication deed 447112, recorded in the Official Records of Lyon County, Nevada on August 20, 2009.

Also excepting therefrom all that portion lying west of the west line of Silver Lace Boulevard as shown on Record of Survey, Document No.450855, recorded in the Official Records of Lyon County, Nevada on November 10, 2009.

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises unto the said SECOND PARTY.

IN WITNESS WHEREOF, the said FIRST PARTY has here unto set his hand and affixed his Official Seal, the day and year first above written.

CITY OF FERNLEY

By: Neal I. McIntyre, Mayor
City of Fernley

State of Nevada)
) ss.
County of Lyon)

On this _____ day of _____, 2024, before me, a Notary Public, personally appeared, Neal I. McIntyre, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their official capacity on behalf of the City of Fernley.

Notary Public

APN: 021-103-50

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley NV 89408

WHEN RECORDED, MAIL TO:

City of Fernley
595 Silver Lace Blvd
Fernley NV 89408

CITY OF FERNLEY RESOLUTION 24-

Whereas, the Board of Lyon County Commissioners approved the transfer of the Depot Property (APN 21-103-18) to the Town of Fernley on September 2, 1999, and the deed was recorded on September 17, 1999, as Document Number 239033, Official Records of Lyon County, Nevada. See the Lyon county Board of Commissioners Meeting Minutes September 2, 1999, attached hereto as Exhibit A.

Whereas, the Board of Lyon County Commissioners inadvertently transferred the property where the Sheriff Substation and Justice Complex is located (APN 21-103-50) to the Town of Fernley along with the Depot Property in the aforementioned deed.

Whereas, it was never intended that the Justice Complex property be transferred to the Town of Fernley.

Whereas, the City of Fernley is the successor entity to the Town of Fernley and the parties hereto desire to correct the records by executing this conveyance of the Justice Complex property from the City to the County.

WHEREAS, NRS 277.053 provides that the governing body of a political subdivision may convey real property to another political subdivision without charge if the property is to be used for a public purpose.

WHEREAS, the City deems the County's use of the City Parcel to be for public purposes and therefore, the City Parcel can be conveyed to the County without charge.

WHEREAS, this conveyance is merely to correct the inadvertent transfer of the justice complex property in 1999.

NOW, THEREFORE, IN COMPLIANCE WITH NRS 277.050 AND PURSUANT TO NRS 277.053, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERNLEY:

1. That it is the intention of the City Council of the City of Fernley to convey the APN 21-103-50, which is more fully described on Exhibit B attached hereto, to the County without charge since it was never intended that this parcel be transferred to the Town of Fernley in 1999 or thereafter.

2. That at the _____, 2024 meeting of the City Council, the City will consider approval of the deed conveying the Parcel to the County and any objections thereto made by the public.

3. That the City Clerk is hereby directed to publish notice of the adoption of this resolution and the above referenced meeting, in a newspaper of general circulation published in Lyon County. Such notice shall be published twice on successive days, the last publication to be no later than _____, 2024.

[Signatures on Next Page]

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024, by the following vote of the Council:

AYES:

NAYS:

ABSTENTIONS:

ABSENT:

Dated this _____ day of _____, 2024.

CITY OF FERNLEY

By: Neal I. McIntyre
Mayor

ATTEST:
CITY CLERK

By:

8. Discussion and possible action on request from Best In The Desert Racing Association for permission to cross Lyon County roads for the Vegas to Reno event to be held October 1 & 2, 1999

Casey Folks, Director of Desert Racing Association, apprised the Board that the race is from Las Vegas to Reno for over 500 miles. He requested approval to use and cross County roads. He supplied the County with a \$1,000,000 insurance policy. He also has approval from all the other counties involved. He has medical services available and all permits have been obtained.

Comm Fulstone moved to approve the request as presented. Comm Hillyard seconded and the motion passed unanimously.

9. Discussion and possible action on whether county should enter into a development agreement with 'Rolling A' Ranches pursuant to Lyon County Code 11.08.05

County Manager Steve Snyder apprised that there was a developer agreement in 1988, now there is a new owner of the project and he recommended that a new agreement be done.

George Thiel, representing Chris Bardiss the owner, agreed that the original agreement needs an addendum to it for some new issues.

George Benesch agreed that a significant addendum is needed. The impacts will be fairly substantial.

Comm Milz moved to allow the process for the County to enter into an developers agreement and/or an addendum. Comm Hunewill seconded and the motion passed unanimously.

10. Discussion and possible action on approval of deed, and transfer of property that the Fernley Depot is located on, and authorize chairman to sign

County Manager Steve Snyder apprised that a deed has been prepared.

Chairman Goodman passed the gavel to Vice Chairman Milz.

Comm Goodman moved to approve the deed and transfer of property to the Fernley Depot and authorize the Chairman to sign. Comm Hillyard seconded and the motion passed unanimously.

11. Discussion and possible action on request to eliminate Cottonwood Park Units 1-6 Tentative Subdivision Map requirement for temporary construction access on Cottonwood Lane as previously required, in the Fernley area

Jon Weishaupt of Lumos and Associates, requested to eliminate the construction access off of Cottonwood Lane. The construction trucks would be turning by the school and he suggested using Farm District and not Cottonwood.

Comm Hillyard moved to eliminate the requirement for a temporary construction access on Cottonwood Lane. Comm Hunewill seconded and the motion passed unanimously.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Derek Starkey, City Engineer

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:

No: x

FUND/ACCOUNT:

510-166100, 520-166100

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action to ratify change order number one through four for the Villa Park Water and Sewer Replacement and street reconstruction project.

AGENDA ITEM BRIEF:

Staff is looking for approval from the Council for two change orders on a City capital project.

RECOMMENDED MOTION:

I move to ratify change order number one through four for the Villa Park Water and Sewer replacement and street reconstruction project.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

No alternatives at this time.

BACKGROUND:

The Villa Park water, sewer and roadway reconstruction project is replacing existing water and sewer mains within the City owned streets of the Villa Park neighborhood. The project will also repave the streets of Villa

Way, Parkland Way, and Randon Court.

During construction of the project, four project change orders have been identified so far and Staff is coming to City Council to ratify the approval of the change orders.

The change orders are summarized in the following table:

Change Order Number	Reason for Change Order	Contract Change	Schedule Change
1	Replace 3 fire hydrants, including piping and shutoff valves. Existing hydrants were not able to be reused as originally planned in design.	\$68,906.00	+ 8 days
2	Replacement of 7 additional water meters that were not salvageable in the field as were originally planned in the design. Replacement of 33 additional meter boxes that were not salvageable in the field.	\$83,365.82	+ 20 days
3	Revisions to storm drain plan including increased retention basin volume and changing pipe type to RCP from HDPE per NDOT requirements.	\$161,677.86	+ 18 days
4	Replace four existing drop inlets with new drop inlets and piping to replace existing drop inlets and piping which were not salvageable in the field.	\$45,051.00	+ 4 days
Total		\$359,000.68	+ 50 days

The change orders were approved in order to not delay progress on the project which would cause further costs in time and labor. The change orders exceed the original contingency and need to be approved by City Council.

Council History:

January 19, 2022: City Council approved a contract for design services with RCI in an amount not to exceed \$127,700 on January 19, 2022. The same agenda item awarded a contract for materials testing and inspection to CME Inc. in an amount not to exceed \$43,920.

December 20, 2023: City Council approved a contract for construction to FW Carson Construction in an amount not to exceed \$2,988,447.10 with a 3% contingency of \$89,660.00 for a total of \$3,078,107.10 on December 20, 2023.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338 Public Works

FINANCIAL IMPLICATIONS:

The change orders are in excess of the original contingent amount and need to be approved by the Council. The costs for change order one and two will be paid for by the water enterprise fund 510-166100 and the costs of change order three and four will be paid for by the general fund 100-475-730.

General Fund: \$1,280,000.00

Sewer: \$800,000.00

Water: \$1,200,000.00

Total: \$3,280,000.00

Contract: \$2,988,647.00

Change Orders: \$359,000.68

New total: \$3,347,647.68

Amount over original budget: \$67,647.68

ATTACHMENTS:

1. COF Villa Park Change Order No. 1 COMPLETE_U
2. COF Villa Park Change Order No. 2 COMPLETE_U
3. COF Villa Park Change Order No. 3 COMPLETE_U
4. COF Villa Park Change Order No. 4 COMPLETE

Change Order (Form C-00 63 63)

No. 1

Date of Issuance: February 23, 2024 Effective Date: _____

Project: <u>Villa Park Pavement, Sewer, Storm & Water Replacement</u>	Owner: <u>City of Fernley</u>	Owner's Contract No.: <u>N/A</u>
Contract: <u>Villa Park Pavement, Sewer, Storm & Water Replacement</u>	Date of Contract: <u>February 2, 2022</u>	
Contractor: <u>F.W. Carson Co.</u>	Engineer's Project No.: <u>21,349.000</u>	

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

Description:

Labor, materials, equipment for the removal, disposal, and replacement, of (3) fire hydrants, 10 LF of 6" C900 PVC w/ fittings, trench, and backfill, and (2) Fire Hydrant lateral gate valves

Attachments (list documents supporting change):

See attached FW Carson Change Order Request

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 2,988,647.10

~~[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____~~

~~\$ N/A~~

Contract Price prior to this Change Order:

\$ 2,988,647.10

[Increase] [Decrease] of this Change Order:

\$ 68,906.00

Contract Price incorporating this Change Order:

\$ 3,057,533.10

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☒ Calendar days

Substantial completion (days or date): 120 days

Ready for final payment (days or date): _____

~~[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:~~

~~Substantial completion (days): _____~~

~~Ready for final payment (days): _____~~

Contract Times prior to this Change Order:

Substantial completion (days or date): 120 days

Ready for final payment (days or date): 150 days

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 8 days

Ready for final payment (days or date): 8 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 128 days

Ready for final payment (days or date): 158 days

RECOMMENDED:

By: Presley Cochran

Engineer (Authorized Signature)

Date: March 7, 2024

Approved by Funding Agency (if applicable): _____

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

ACCEPTED:

By: Skye Colling

Contract (Authorized Signature)

Date: 2024.03.07 13:59:46-08:00

Approved by Funding Agency (if applicable): _____

Date: _____



2/8/2024

EW # 99.03Rev1

Change Order Request

Resource Concepts Inc.

Ph: 775-470-7787 Fax: 775-831-5068

Attn: **Presley Cochran**

RE: *Villa Park Pavement, Sewer, Storm, & Water Replacement Project*

F.W. Carson Co. is pleased to submit you with a price for the extra work on the above referenced project.

Our scope of work includes:

- 1) Fire Hydrants** - Price includes additional labor, equipment, and materials for the removal, disposal, and replacement of (3) fire hydrants. Price includes thrust blocks. Excludes bollards.

Our price for the extra work is:

Unit Price	Total Price
\$19,172.00/EA	\$ 57,516.00

Our scope of work includes:

- 2) 6" C900 PVC w/fittings, trench, and backfill (Bid Item 16)** - Price includes additional labor, equipment, and materials for the removal, disposal, and replacement of 10LF fire hydrant lateral services.

Our price for the extra work is:

Unit Price	Total Price
\$119.00/LF	\$1,190.00

Our scope of work includes:

- 3) Gate Valve w/ valve box (Bid Item 19)** - Price includes additional labor, equipment, and materials for the removal, disposal, and replacement of (2) Fire Hydrant Lateral Gate Valves per detail#29. Note third gate valve is included in original base bid scope.

Our price for the extra work is:

Unit Price	Total Price
\$5,100.00/EA	\$10,200.00

Our additional time for the extra work is: **8 days**

Extra Work Total \$68,906.00

Sign: _____
Resource Concepts Inc. Representative

Date: _____

If you have any questions call me at (775) 470-7787

Sincerely,

Skye Colling

Skye Colling
Project Manager

Change Order (Form C-00 63 63)

No. 2

Date of Issuance: February 23, 2024 Effective Date: _____

Project: <u>Villa Park Pavement, Sewer, Storm & Water Replacement</u>	Owner: <u>City of Fernley</u>	Owner's Contract No.: <u>N/A</u>
Contract: <u>Villa Park Pavement, Sewer, Storm & Water Replacement</u>	Date of Contract: <u>February 2, 2022</u>	
Contractor: <u>F.W. Carson Co.</u>	Engineer's Project No.: <u>21,349.000</u>	

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

Description:

(7) additional 1" water services, (33) additional 1" water meters & boxes, credit for 140 LF 1" CTS pipe, (2) 1" service saddles, & sand & disposal for combination trench, credit for (75) meters, (23) single sensus M2, (26) double sensus M2, & (7) B16 Concrete Boxes, extensions, & covers. Note all meter setters to be 3/4", and all meters to be provided by the City.

Attachments (list documents supporting change):

See attached FW Carson Change Order Request

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 2,988,647.10

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1

\$ 68,906.00

Contract Price prior to this Change Order:

\$ 3,057,553.10

[Increase] [Decrease] of this Change Order:

\$ 83,365.82

Contract Price incorporating this Change Order:

\$ 3,140,918.92

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☒ Calendar days

Substantial completion (days or date): 120 days

Ready for final payment (days or date): 150 days

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1 :

Substantial completion (days): 8 days

Ready for final payment (days): 8 days

Contract Times prior to this Change Order:

Substantial completion (days or date): 128 days

Ready for final payment (days or date): 158 days

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 20 days

Ready for final payment (days or date): 20 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 148 days

Ready for final payment (days or date): 178 days

RECOMMENDED:

By: Presley Cochran
Engineer (Authorized Signature)

Date: March 7, 2024

Approved by Funding Agency (if applicable):

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

ACCEPTED:

By: Skye Colling
2024.03.07 14:01:25-08'00"
Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if

Date: _____



2/19/2024

EW # 99.04

Change Order Request

Resource Concepts Inc.

Ph: 775-470-7787 Fax: 775-831-5068

Attn: **Presley Cochran**

RE: *Villa Park Pavement, Sewer, Storm, & Water Replacement Project*

F.W. Carson Co. is pleased to submit you with a price for the extra work on the above referenced project.

Our scope of work includes:

(7) additional 1" Water Services (bid item#18), (33) additional 1" Water Meters & Boxes (bid item#17), credit for 140LF 1" CTS pipe, (2) 1" Service Saddles, and Sand and Disposal for combination trench of water services on Farmington and Middleton as shown on sheets C5 & C6 (attached Exhibit A), and credit for (75) Meters (existing meters to reused), (23) Single Sensus M2 FlexNet 520M, (26) Double Sensus M2 FlexNet 520M, and (7) B16 Concrete Boxes, Extensions & Covers per RFI#3 response and Water Meter Service Schedule (attached Exhibit B). Note all meter setters to be 3/4", and all meters to be provided by district.

Exclusions:

Our price for the extra work is: **\$83,365.82**

Our additional time for the extra work is: **20 days**

Price is good for (30) days from the date of this proposal. Sign below to accept the extra work proposal.

Sign: _____
Resource Concepts Inc. Representative

Date: _____

If you have any questions call me at (503) 519-0615

Sincerely,

Skye Colling

Skye Colling
Project Manager

F.W. Carson Co.

1064 Tahoe Blvd.

Incline Village, NV 89451

Phone: 775-470-7787

Fax: (775) 831-5068

Bid Item#18 - 1" Water Services

Labor

Date	Description	Hours	Rate	Total
Service Credit				
	Foreman (1" Water Service Credit)	(4)	\$95.51	(\$382.04)
	Operator (1" Water Service Credit)	(8)	\$93.05	(\$744.40)
	Labor (1" Water Service Credit)	(8)	\$66.84	(\$534.72)
Labor Total				(\$1,661.16)

Equipment

Description	Hrs/Qty	Rate	Total
Service Credit			
Foreman Truck (1" Water Service Credit)	(4)	\$45.00	(\$180.00)
Mini Excavator (1" Water Service Credit)	(4)	\$75.00	(\$300.00)
Skid Steer (1" Water Service Credit)	(4)	\$80.00	(\$320.00)
Equipment Total			(\$800.00)

Trucking

Description	Hrs/Qty	Rate	Total
Service Credit			
End Dump (1" Water Service Credit)	(1)	\$ 165.00	(\$165.00)
Trucking Total			(\$165.00)

Materials

Description	Qty	Price	Total
Service Credit			
Service Saddle (1" Water Service Credit)	2 EA	(\$247.85)	(\$495.70)
1" CTS Pipe (1" Water Service Credit)	140 LF	(\$0.97)	(\$135.80)
Disposal (1" Water Service Credit)	1 LS	(\$120.00)	(\$120.00)
Sand for Service (1" Water Service Credit)	36.8 Ton	(\$10.50)	(\$386.40)
Subtotal			(\$1,137.90)
Tax 8.265 %			(\$94.05)
Material Total			(\$1,231.95)

Bid Item Changes

Description	Qty	Price	Total
#18 - 1" Water Service (Additional Quantity)	7 EA	\$3,200.00	\$22,400.00
Misc Items Total			\$22,400.00

Bid Item#17 - 1" Water Meter & Meter Box

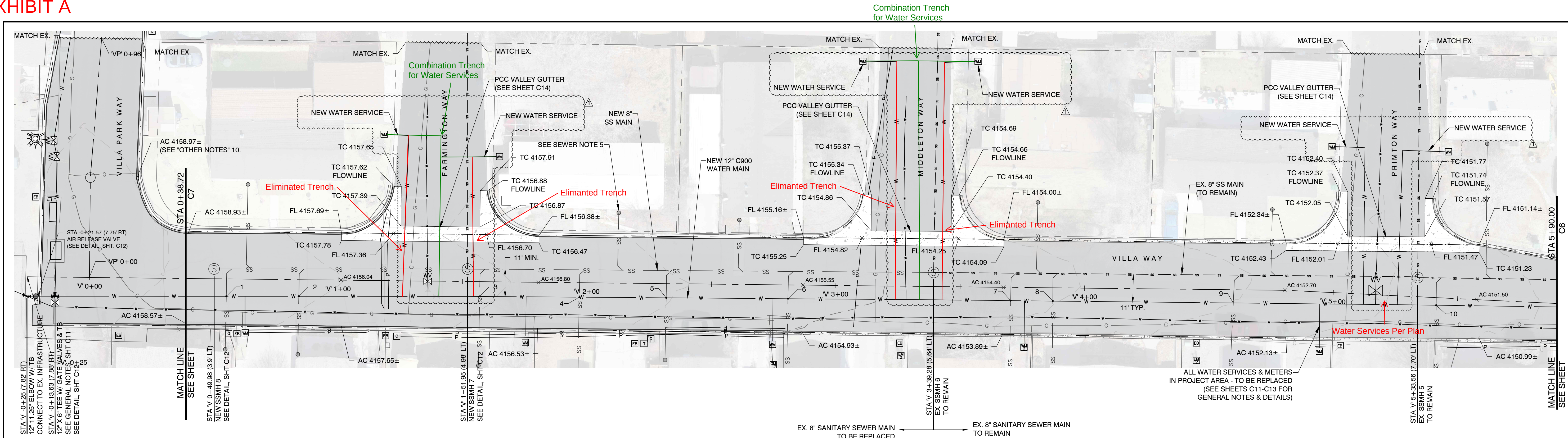
Materials

Description	Qty		Price	Total
Water Meter & Meter Box Credit				
3/4" Meter (Meter Credit)	75	EA	(\$190.55)	(\$14,291.25)
Sensus M2 Flexnet 520M Single (Meter Credit)	23	EA	(\$210.52)	(\$4,841.96)
Sensus M2 Flexnet 520M Dual (Meter Credit)	26	EA	(\$279.67)	(\$7,271.42)
B16 Concrete Box, Extension & Cover (Meter Boxes Credit)	7	EA	(\$196.94)	(\$1,378.58)
			Subtotal	(\$27,783.21)
			Tax 8.265 %	(\$113.94)
			Material Total	(\$27,897.15)

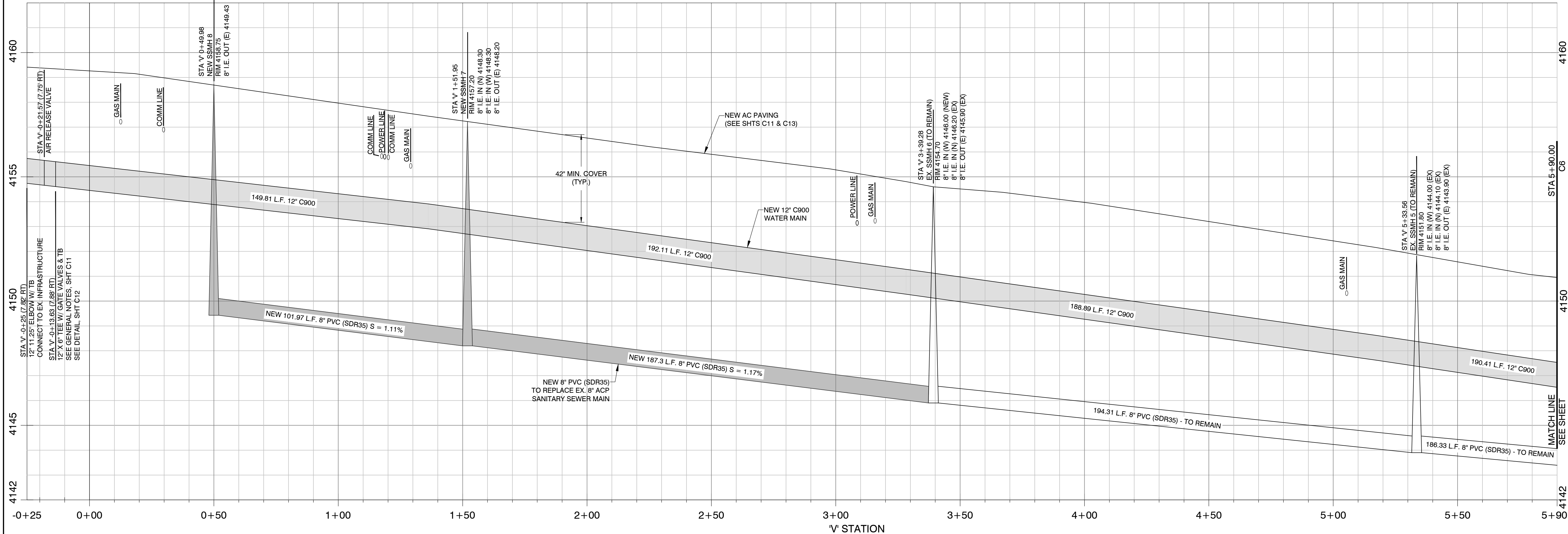
Bid Item Changes

Description	Qty		Price	Total
#17 - 1" Meter & Meter Box (Additional Quantity)	33	EA	\$2,700.00	\$89,100.00
Misc Items Total				\$89,100.00

	Extra Work Subtotal	\$79,744.74
5%	Overhead & Profit on Credit	\$1,587.76
	2.50% Bond Premium	\$2,033.31
	Extra Work Total	\$83,365.82



VILLA WAY PROFILE



SEWER NOTES:

- MANHOLES TO BE REMOVED AND REPLACED, AS LABELED. ALL OTHER EXISTING MANHOLES SHALL REMAIN AND BE PROTECTED IN PLACE.
- ALL LINES TO BE REMOVED AND REPLACED IN SECTIONS, WITH ANY NECESSARY TEMPORARY BYPASS PUMPING TO BE DIRECTED INTO THE IMMEDIATELY DOWNSTREAM MANHOLE.
- CONTRACTOR TO COORDINATE WITH THE CITY OF FERNLEY AND TO NOTIFY RESIDENTS IN WRITING OF TEMPORARY DISRUPTION OF SEWER SERVICES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE PLANNED DISRUPTION, UNLESS OTHERWISE REQUIRED BY CITY OF FERNLEY.
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WATER NOTES:

- EXISTING WATER MAINS WITHIN THE PROJECT AREA ARE TO BE ABANDONED IN PLACE AND KEPT IN SERVICE UNTIL NEW REPLACEMENT SYSTEM IS PLACED INTO SERVICE IN ORDER TO AVOID MAJOR DISRUPTIONS IN SERVICE TO RESIDENCES.
- WHERE MINIMUM SEPARATION FROM SEWER INFRASTRUCTURE IS NOT POSSIBLE DUE TO SPACE CONSTRAINTS OR EXISTING UTILITIES, WATER MAINS MUST BE PROTECTED PER NDEP AND CITY OF FERNLEY STANDARDS.
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OTHER NOTES:

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- AC PAVING GRADES SHALL GENERALLY MATCH EXISTING. AC PAVING SHALL BE SET 1/8" ABOVE LIP OF GUTTER.
- ALL STREETS SHALL BE CROWNED WITH A 2% CROSS SLOPE.
- WHERE WATER AND SEWER INFRASTRUCTURE CROSS, PLEASE REFERENCE WATER-SEWER SEPARATION GUIDELINES DETAIL ON SHEET C13. WHERE SEWER & WATER ARE SEPARATED BY GREATER THAN OR EQUAL TO 2' SEWER LATERALS MUST BE 12" MINIMUM, BELOW THE WATER MAIN. IF ADDITIONAL CROSSINGS REQUIRING MITIGATION BE DISCOVERED DURING CONSTRUCTION, CONTRACTOR TO COORDINATE WITH DESIGN ENGINEER.
- AC GRADE SHALL BE 1/8" ABOVE TO GRADE.

LEGEND:

- LIMITS OF EXISTING PAVEMENT IN PROJECT AREA TO BE REMOVED AND REPLACED

Scale:

HORIZONTAL: 1" = 20'
VERTICAL: 1" = 2'

811

Know what's below.
Call before you dig.

Engineering • Surveying • Water Rights
Resources & Environmental Services

ROI
Resource Concepts Inc

Carson City
340 N. Minnesota St.
Carson City, NV 89703-4152
775-683-1600

Lake Tahoe
276 Kingsbury Grade, Ste. 206
Stateline, NV 89449
775-588-7500

www.roi-nv.com

REVISION	DATE	REVISION	DATE
ADDENDUM 1 REVISIONS	10/23/2023		

CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, STORM, & WATER REPLACEMENT

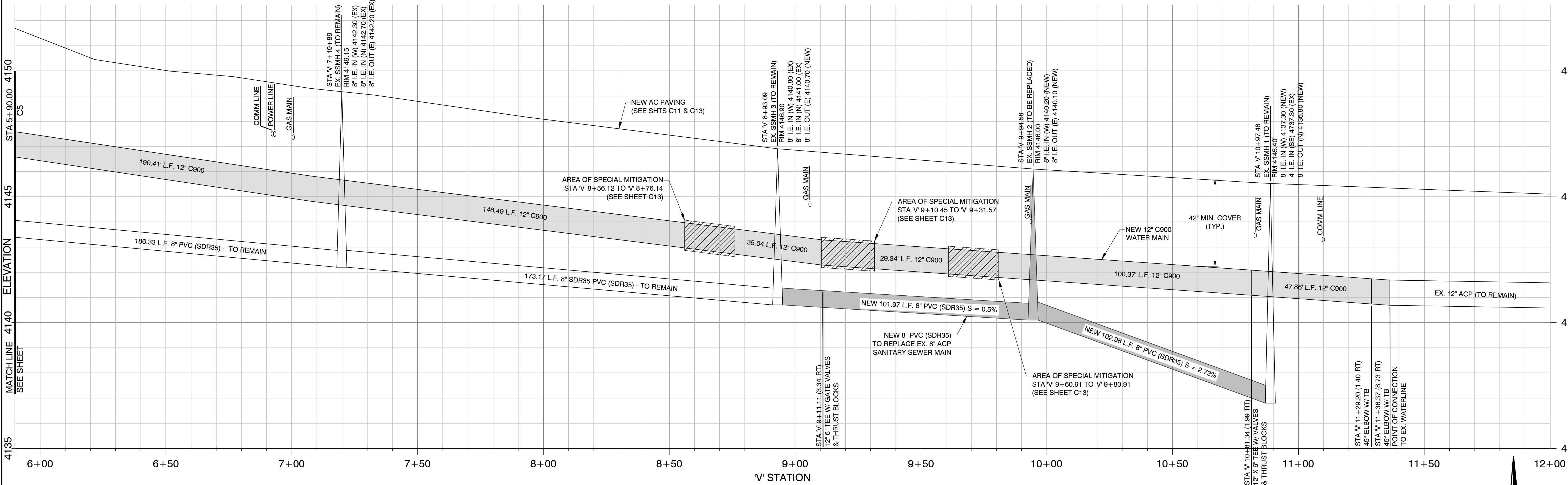
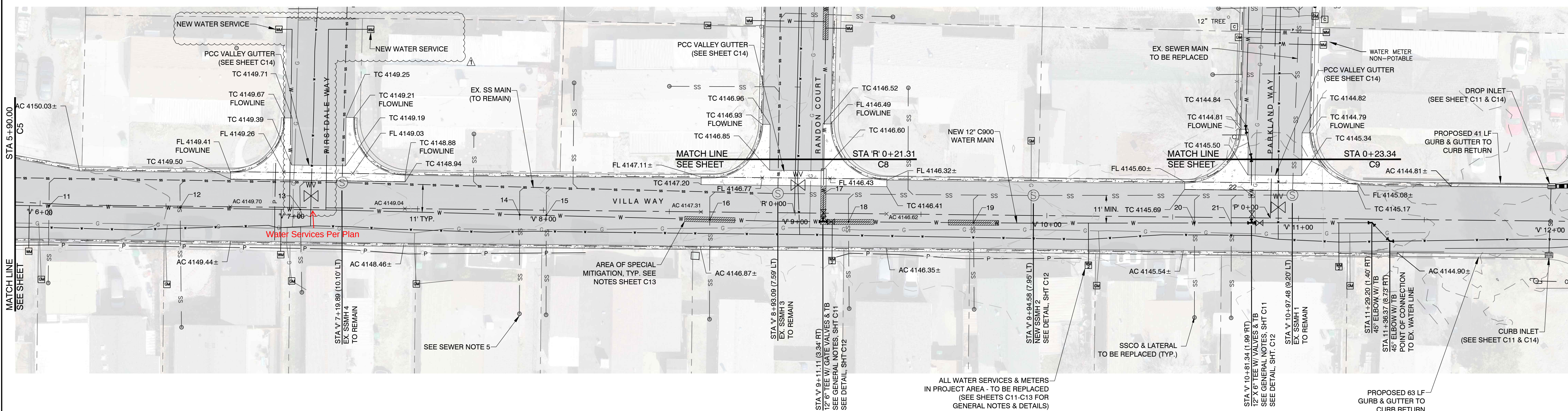
'V' PLAN & PROFILE,
STA -0+25 TO 5+90

JOSEPH E. CACIOPPO
EXP. 12/31/22
CIVIL
No. 13361

9-21-2023

JOB NO.: 21-349.3A
DATE: 9-21-2022
DESIGNED: PRC/JEC
DRAWN: PRC
CHECKED: JEC

SHEET C5

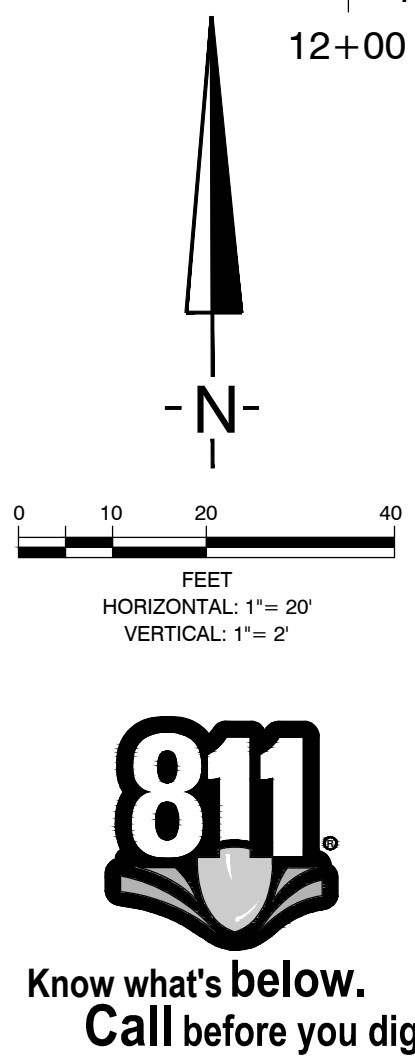


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LIMITS OF EXISTING PAVEMENT IN PROJECT AREA TO BE REMOVED AND REPLACED



Engineering • Surveying • Water Rights
Resources & Environmental Services

Resource Concepts Inc

Carson City
340 N. Minnesota St.
Carson City, NV 89703-4152
775-683-1600

Lake Tahoe
276 Kingsbury Grade, Ste. 206
Stateline, NV 89449
775-588-7500

CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, STORM, & WATER REPLACEMENT

V' PLAN & PROFILE,
5+90 TO 12+00

JOSEPH E. CACIOPPO
EXP. 12/31/22
CIVIL
No. 13361

9-21-2023
JOB NO.: 21-349.3A
DATE: 9-21-2022
DESIGNED: PRC/JEC
DRAWN: PRC
CHECKED: JEC
SHEET C6

EXHIBIT B

Street	Address	Ex. Meter Configuration	Meter size (inch)	Saddle Size
			approximate per field measure	
Villa Way	1075/1085	double	8	12
Villa Way	1065	single	8	12
Villa Way & Parkland Way	1060/425	double	8	6
Villa Way	1055	single	8	12
Villa Way	1035/1045	double	8	12
Villa Way	1015/1025	double	8	12
Villa Way	995/1005	double	8	12
Villa Way	975/985	double	8	12
Villa Way	965	single	8	12
Villa Way	955	single	8	12
Villa Way	945	single	8	12
Villa Way	925/935	double	8	12
Villa Way	905/915	double	8	12
Villa Way	875/885	double	8	12
Villa Way (@ Farmington Way)	880	single	8	12
Villa Way (@ Farmington Way)	910	single	8	12
Villa Way (@ Middleton Way)	920	single	8	12
Villa Way (@ Middleton Way)	950	single	8	12
Villa Way (@ Primton Way)	970	single	9	12
Villa Way (@ Primton Way)	980	single	9	12
Villa Way (@ Firstdale Way)	990	single	9	12
Villa Way (@ Firstdale Way)	1010	single	9	12
Villa Way & Randon Court	1050/430	double	9	6
Villa Way & Randon Court	1030/425	double	8	6
Randon Court	412/401	double	8	6
Randon Court	410/400	double	8	6
Randon Court	395/385	double	8	6
Randon Court	390/380	double	8	6
Randon Court	375/365	double	8	6
Randon Court	370/350	double	8	6
Randon Court	360	single	8	6
Parkland Way (@Villa Way)	440	single	8	6
Parkland Way	430/420	double	8	6
Parkland Way	415/405	double	8	6
Parkland Way	410/400	double	9	6
Parkland Way	395/385	double	8	6
Parkland Way	380/370	double	8	6
Parkland Way	365	single	8	6
Parkland Way	330	single	8	6
Parkland Way	325	single	8	6
Parkland Way	320/300	double	8	6
Parkland Way	305	single	8	6
Parkland Way	280	single	8	6
Parkland Way	270	single	8	6
Parkland Way	249	single	9	6
Parkland Way	264	single	8	6
Parkland Way	260/254	double	8	6
Parkland Way	250/240	double	8	6
Parkland Way	230/220	double	8	6

	count (ea)	Water Services	Boxes	Meter Setters	U-Branch	Saddles (6")	Saddles (12")
Meter - Single (ea)	23	23	23	23	-	10	13
Meter - Double (ea)	26	26	26	52	26	18	8
	49	49	49	75	26	28	21

EXHIBIT B

THE CITY OF FERNLEY
Villa Park – Pavement, Sewer, Storm, and Water Replacement
Fernley, Nevada

REQUEST FOR INFORMATION 3

DATE: February 6, 2024

TO: Heath Pope, F.W. Carson Co.

C.C.: Salvador Pleitez, PE MBA, City of Fernley
Derek Starkey, PE, City of Fernley

FROM: Presley Cochran, P.E. – Resource Concepts, Inc.

SUBJECT: Response to Request for Information

SUBJECT:

Water Services

DESCRIPTION:

Please find attached proposed water service install schedule based on site observations.:

It appears that the project will require:

49 (ea) water services (23 single and 26 double)

49 (ea) meter boxes (23 single and 26 double)

75 (ea) meter setters

Please confirm the total units above.

Per attached submittal review response of Mueller meter setters, please confirm the City wants F.W. Carson Co. to reinstall the existing water meters using necessary adapters due to varying lay lengths; and utilize the 9-3/8" lay length meter yolk for standardization. (11-1/8" lay length if necessary).

CONTRACTOR'S PROPOSED RESOLUTION:

Available to discuss.

EXHIBIT B

Request For Information 3

City of Fernley: Villa Park – Pavement, Sewer, Storm, and Water Replacement

February 6, 2024

Page 2 of 2

ENGINEERS ACCEPTED RESOLUTION:

Per coordination with Salvador Pleitez at the City of Fernley.

- Existing meters are to be reinstalled.
- The City of Fernley's Water Meter tech will assist FW Carson with resetting and reprogramming the water meters when they are ready to be reinstalled.
- If FW Carson has already procured the new water meters, the City will take responsibility for them and use them in the future. If FW Carson has not procured the new water meters, there is no need to procure them, and the City will take credit from the water meters on the contract price.
- All services and meter boxes are to be replaced within the project area, with exact replacement quantities to be verified by the City of Fernley at the end of the project.

The following quantities are approved based on the proposed water meter service installation schedule submitted by FW Carson:

- 49 (ea) water services (23 single & 26 double)
- 49 (ea) meter boxes (23 single and 26 double)
- 75 (ea) meter setters

Prepared: _____


Presley Cochran, P.E.
Project Engineer

Date: 2/6/24

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

QUOTE#: 1091099
DATE..: 02/09/24
JOB...: VILLA PARK MTR & BOX REV
PAGE#..:

Qty	Part #	Description	Price.....	Extended
-----	--------	-------------	------------	----------

4 ==> 3/4 MTR

0 WWNS026998 *UNIT PRICE. FERNLEY TO SUPPLY*

1	WKZ1359020	IPERL 3/4 7.5LL 1000 GAL TRPL WTR MTR	190.55	190.55
---	------------	---------------------------------------	--------	--------

1	WKZ1101104	SENSUS M2 FLEXNET 520M SINGLE	210.52	210.52
---	------------	-------------------------------	--------	--------

1	WKZ1101105	SENSUS M2 FLEXNET 520M DUAL	279.67	279.67
---	------------	-----------------------------	--------	--------

SEGMENT 4 TOTAL				680.74
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Change Order (Form C-00 63 63)

No. 3

Date of Issuance: March 6, 2024 Effective Date: _____

Project: <u>Villa Park Pavement, Sewer, Storm & Water Replacement</u>	Owner: <u>City of Fernley</u>	Owner's Contract No.: <u>N/A</u>
Contract: <u>Villa Park Pavement, Sewer, Storm & Water Replacement</u>	Date of Contract: <u>February 2, 2022</u>	
Contractor: <u>F.W. Carson Co.</u>	Engineer's Project No.: <u>21,349.000</u>	

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

Description:

Revisions to the storm drain plan - includes increased retention basin size, additional rip-rap, changing the 18" HDPE to RCP, credit for decreased 12" CMP storm drain pipe.

Attachments (list documents supporting change):

See attached FW Carson Change Order Request for scope & exclusions.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 2,988,647.10

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2

\$ 152,271.82

Contract Price prior to this Change Order:

\$ 3,140,918.92

[Increase] [Decrease] of this Change Order:

\$ 161,677.86

Contract Price incorporating this Change Order:

\$ 3,302,596.78

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☒ Calendar days

Substantial completion (days or date): 120 days

Ready for final payment (days or date): 150 days

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2 :

Substantial completion (days): 28 days

Ready for final payment (days): 28 days

Contract Times prior to this Change Order:

Substantial completion (days or date): 148 days

Ready for final payment (days or date): 178 days

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 18 days

Ready for final payment (days or date): 18 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 166 days

Ready for final payment (days or date): 196 days

RECOMMENDED:

By: Presley Cochran

Engineer (Authorized Signature)

Date: March 7, 2024

Approved by Funding Agency (if applicable):

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

ACCEPTED:

By: Skye Colling

20240307 14:02:47-0800

Date: _____

Approved by Funding Agency (if

Date: _____



3/5/2024

EW # 99.01Rev2

Change Order Request

Resource Concepts Inc.

Ph: 775-470-7787 Fax: 775-831-5068

Attn: Presley Cochran

RE: Villa Park Pavement, Sewer, Storm, & Water Replacement Project

F.W. Carson Co. is pleased to submit you with a price for the extra work on the above referenced project.

Our scope of work includes:

Revisions to the Farm District Road Storm Drain Plan - sheet C11. Changes per the revised Work Change Directive#2 drawing response dated 2/28/24 and includes the increased size of the retention basin (bid item #35), additional rip-rap (bid item #36) and changing the 18" HDPE storm drain pipe to RCP (bid item #30), and credit for the length decrease of 12" CMP Storm Drain Pipe (bid item #32).

Exclusions:

Relocation / supporting the power pole or relocating the existing gas line. Night Work. Fencing and/or securement of the pond. Additional SWPPP requirements driven by redesign.

Our price for the extra work is: **\$161,677.86**

Our additional time for the extra work is: **18 days**

Sign:_____

Resource Concepts Inc. (Owner's Representative)

Date:_____

If you have any questions call me at (775) 470-7787

Sincerely,

Skye Colling

Skye Colling

Project Manager

F.W. Carson Co.

1064 Tahoe Blvd.

Incline Village, NV 89451

Phone: 775-470-7787

Fax: (775) 831-5068

99.01Rev2

Labor

Date	Description	Hours	Rate	Total
Additional Labor to Install the RCP				
	Foreman	6.0	\$95.51	\$573.06
	Operator	6.0	\$93.05	\$558.30
	Operator	6.0	\$93.05	\$558.30
	Labor	6.0	\$66.84	\$401.04
	Labor	6.0	\$66.84	\$401.04
	Labor	6.0	\$66.84	\$401.04
	Flaggers	6.0	\$66.65	\$399.90
	Flaggers	6.0	\$66.65	\$399.90
Additional Labor for Rock Lining				
	Foreman	20.0	\$95.51	\$1,910.20
	Operator	20.0	\$93.05	\$1,861.00
	Operator	20.0	\$93.05	\$1,861.00
	Labor	20.0	\$66.84	\$1,336.80
	Labor	20.0	\$66.84	\$1,336.80
Additional Labor for Geofabric				
	Labor	6.0	\$66.84	\$401.04
	Labor	6.0	\$66.84	\$401.04
Labor Total				\$12,800.46

Equipment

Description	Hrs/Qty	Rate	Total
Additional Equipment to Install the RCP			
Foreman Truck / Utility Truck	6.0	\$45.00	\$270.00
Excavator (65,000#)	6.0	\$145.00	\$870.00
Loader (45,000#)	6.0	\$138.00	\$828.00
Wacker (Daily Rental)	1.0	\$50.00	\$50.00
Additional Equipment for Rock Lining			
Foreman Truck / Utility Truck	20.0	\$45.00	\$900.00
Excavator (65,000#)	20.0	\$145.00	\$2,900.00
Loader (45,000#)	20.0	\$138.00	\$2,760.00
Additional Equipment for Geofabric			
Skid Steer w/ Forks	6.0	\$85.00	\$510.00
Equipment Total			\$9,088.00

Trucking

Description	Hrs/Qty	Rate	Total
10 Wheeler	6.0	\$ 150.00	\$900.00
Additional Trucking for Rock Lining			
End Dump	36.0	\$ 165.00	\$5,940.00
Trucking Total			\$6,840.00

Materials

Description	Qty		Price	Total
Credit - 18" HDPE Storm Drain (Material Only)	100	LF	(\$29.11)	(\$2,911.00)
18" RCP Storm Drain (Material Only)	88	LF	\$43.00	\$3,784.00
Disposal	1	LS	\$120.00	\$120.00
Filter Fabric - Mirafi 140N or approved equal	2	Rolls	\$610.29	\$1,220.58
Class 150 Rip Rap	480	Ton	\$18.70	\$8,976.00
			Subtotal	\$11,189.58
			Tax 8.265 %	\$924.82
			Material Total	\$12,114.40

Bid Item Changes

Description	Qty		Price	Total
#30 - 18" HDPE Storm Drain Pipe - Additional LF	12	LF	\$215.00	\$2,580.00
#32 - 12" CMP Storm Drain Pipe (Credit)	40	LF	(\$125.00)	(\$5,000.00)
#35 - Retention Basin Earthwork - Additional CY	1220	CY	\$94.00	\$114,680.00
#36 - 12" Median Dia. Rip-Rap (Credit)	1	LS	(\$4,400.00)	(\$4,400.00)
			Misc Items Total	\$110,280.00

Subcontractor

Description	Qty		Price	Total
Survey	1	LS	\$2,500.00	\$2,500.00
			Subcontractor Total	\$2,500.00

	Extra Work Subtotal	\$153,622.86
15%	Overhead & Profit on Extra Work	\$6,501.43
5%	Overhead & Profit on Credit	\$470.00
2.50%	Bond Premium	\$1,083.57
	Extra Work Total	\$161,677.86

Change Order (Form C-00 63 63)

No. 4

Date of Issuance: March 15, 2024

Effective Date: _____

Project: Villa Park Pavement, Sewer Storm & Water Replacement

Owner: City of Fernley

Owner's Contract No.: N A

Contract: Villa Park Pavement, Sewer, Storm & Water Replacement

Date of Contract: February 2, 2022

Contractor: F.W. Carson Co.

Engineer's Project No.: 21-349

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

Description:

Address Work Change Directive #1 & #3 for the drop inlets located at Sta P 2+00 and P 8+00 on Parkland Way.

Attachments (list documents supporting change):

See attached FW Carson Change Order Request for scope & exclusions.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 2,988,647.10

☐ [Increase] ☐ [Decrease] from previously approved Change Orders No. 1 to No. 3

\$ 313,949.68

Contract Price prior to this Change Order:

\$ 3,302,596.78

☐ [Increase] ☐ [Decrease] of this Change Order:

\$ 45,051.00

Contract Price incorporating this Change Order:

\$ 3,347,647.78

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☒ Calendar days

Substantial completion (days or date): 120 days

Ready for final payment (days or date): 150 days

☐ [Increase] ☐ [Decrease] from previously approved Change Orders No. 1 to No. 3:

Substantial completion (days): 46 days

Ready for final payment (days): 46 days

Contract Times prior to this Change Order:

Substantial completion (days or date): 166 days

Ready for final payment (days or date): 196 days

☐ [Increase] ☐ [Decrease] of this Change Order:

Substantial completion (days or date): 4 days

Ready for final payment (days or date): 4 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 170 days

Ready for final payment (days or date): 200 days

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 3/26/24

Approved by Funding Agency (if applicable): _____

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

ACCEPTED:

By: [Signature] F.W. Carson Co.
Contractor (Authorized Signature)

Date: 3/27/24

Approved by Funding Agency (if applicable): _____

Date: _____



3/12/2024

EW # 99.05

Change Order Request

Resource Concepts Inc.

Ph: 775-470-7787 Fax: 775-831-5068

Attn: **Presley Cochran**

RE: *Villa Park Pavement, Sewer, Storm, & Water Replacement Project*

F.W. Carson Co. is pleased to submit you with a price for the extra work on the above referenced project.

Our scope of work includes:

Work Change Directive No.1: Drop Inlets located on Parkland Way @ STA P 2+00

Work Change Directive No.3: Drop Inlets located on Parkland Way @ STA P 8+00

Exclusions:

Our price for the extra work is: **\$45,051**

Our additional time for the extra work is: **4 days**

Price is good for (30) days from the date of this proposal. Sign below to accept the extra work proposal.

Sign: _____

Resource Concepts Inc. Representative

Date: _____

If you have any questions call me at (775) 722-9471

Sincerely,

A handwritten signature in black ink, appearing to read 'Heath Pope', is written over a thin horizontal line.

Project Manager

F.W. Carson Co.

1064 Tahoe Blvd.

Incline Village, NV 89451

Phone: 775-470-7787

Fax: (775) 831-5068

Labor

Date	Description	Hours	Rate	Total
	Foreman	32.0	\$95.51	\$3,056.32
	Operator	48.0	\$93.05	\$4,466.40
	Water Truck Driver	12.0	\$66.84	\$802.08
	Labor	96.0	\$66.84	\$6,416.64
	Traffic Control Specialist	16.0	\$72.25	\$1,156.00
Labor Total				\$15,897.44

Equipment

Description	Hrs/Qty	Rate	Total
Foreman Truck / Utility Truck	32.0	\$45.00	\$1,440.00
Mini Excavator	24.0	\$75.00	\$1,800.00
Skid Steer	16.0	\$80.00	\$1,280.00
Trench Plate (8' x 10') - \$15/day	16.0	\$25.00	\$400.00
Traffic Signs	1.0	\$500.00	\$500.00
Water Truck	12.0	\$125.00	\$1,500.00
Dump Truck 5 YD (Daily Rental)	4.0	\$395.00	\$1,580.00
Wacker (Daily Rental)	4.0	\$50.00	\$200.00
Power Broom (Daily Rental)	4.0	\$150.00	\$600.00
Equipment Total			\$9,300.00

Trucking

Description	Hrs/Qty	Rate	Total
Stake Bed Truck	10.0	\$ 115.00	\$1,150.00
10 Wheeler	14.0	\$ 150.00	\$2,100.00
Fuel Surcharge	0%		\$0.00
Trucking Total			\$3,250.00

Materials

Description	Qty	Price	Total
3,000 PSI Concrete	7 yd	\$210.00	\$1,470.00
8" C900 Storm Drainpipe	60 lf	\$27.01	\$1,620.60
4 (ea) - 12" x 12" Catch Basin & Delivery	1 ls	\$3,600.00	\$3,600.00
Dump Fee - 16 CY Earth Spoils (excludes Bid Item #2 Earthwork - 3" AC & 8" AB)	2 ea	\$75.00	\$150.00
Class A - Bedding	10 ton	\$10.50	\$105.00
Type 2 AB (some pipe backfill, catch basin backfill, temp surface)	20 ton	\$10.00	\$200.00

<i>Class C - Drain Rock</i>	<i>3</i>	<i>ton</i>	<i>\$8.45</i>	<i>\$25.35</i>
<i>Disposal</i>	<i>1</i>	<i>ls</i>	<i>\$120.00</i>	<i>\$120.00</i>
			Subtotal	\$7,290.95
			Tax 8.265 %	\$602.60
			Material Total	\$7,893.55

Subcontractor

Description	Qty		Price	Total
<i>Bid Item #27 - Curb & Gutter (Per field observations to nearest joint, appears approximately 46 lf shall be replaced @ \$61/lf. Measurement to be taken for installed quantity and payment.)</i>	-	-	-	-
<i>Conform curb and gutter with flared section as needed. Cast the frame in place. Review layout and flowline with Engineer and City prior to concrete placement.</i>	4	ea	\$500.00	\$2,000.00
			Subcontractor Total	\$2,000.00

Extra Work Subtotal	\$38,341
15% OH & P	\$5,751
2.50% Bond Premium	\$959
Extra Work Total	\$45,051

COOK CONCRETE PRODUCTS, INC.

—Precast—



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NPCA

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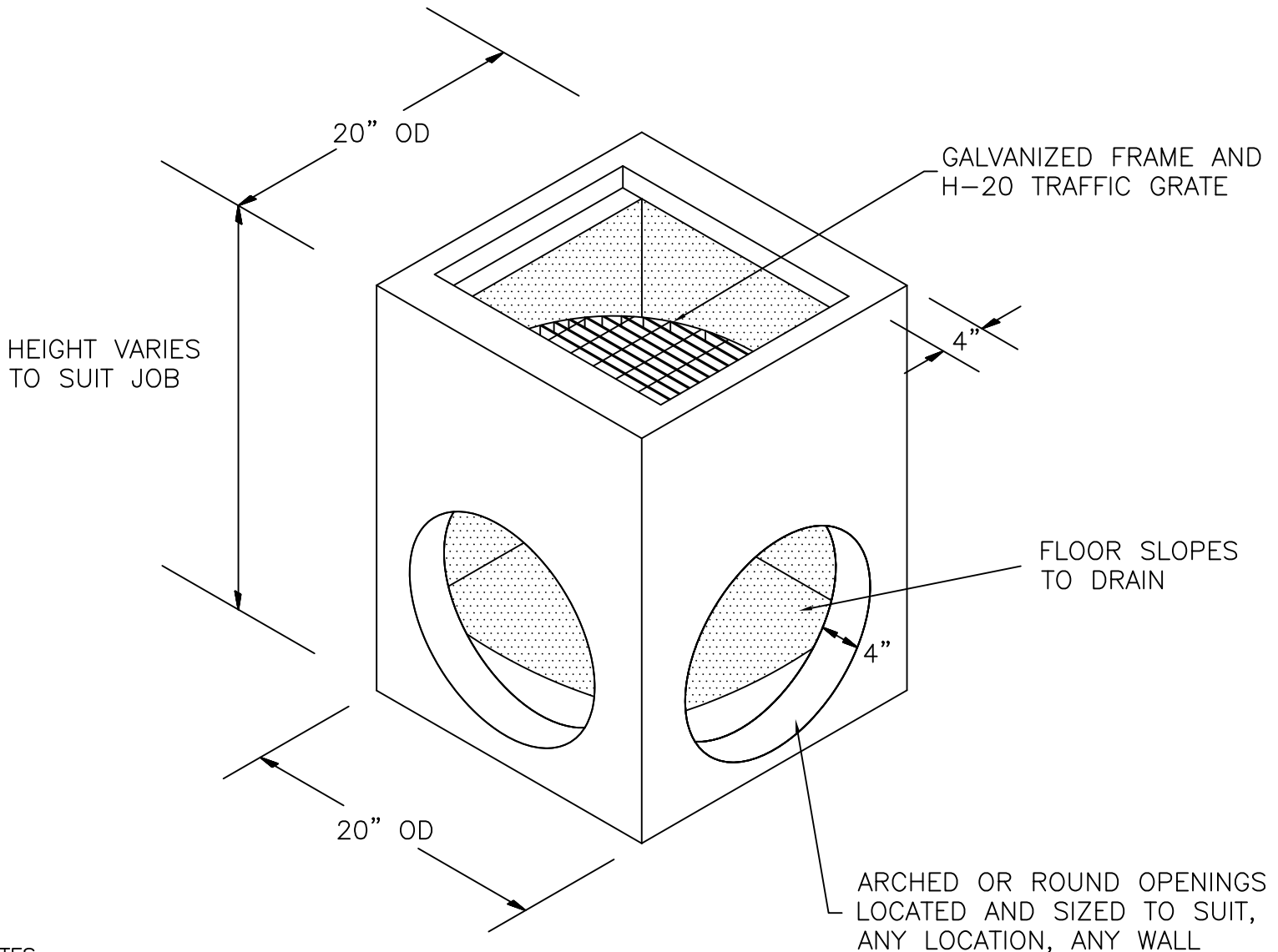
www.cookconcreteproducts.com

e-mail: Info@cookconcreteproducts.com

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P.O. BOX 720280

REDDING, CA 96099



NOTES:

1. CONCRETE COMPRESSIVE STRENGTH
4000 PSI AT 28 DAYS, REINFORCED FOR
H-20 LOADING
2. UNITS ARE CUSTOM MADE FOR EACH JOB
3. AVAILABLE WITH OR WITHOUT BOTTOM
4. OPENINGS ARE SIZED AND LOCATED PER PLAN

12 X 12 AREA DRAIN

**THE CITY OF FERNLEY – VILLA PARK
Pavement, Sewer, Storm, & Water Replacement Project
Fernley, Nevada**

WORK CHANGE DIRECTIVE NO. 1

DATE: February 26, 2024

TO: Heath Pope, P.E., F.W. Carson

C.C.: Salvador Pleitez, P.E., City of Fernley

FROM: Joe Cacioppo, P.E. – Resource Concepts, Inc.

SUBJECT: Work Change Directive including:
Drop Inlets located on Parkland Way

BASIS OF MODIFICATION:

This Work Change Directive is based on the field investigation by F.W. Carson and the City of Fernley REGARDING the two existing drop inlets located in Parkland Way near Station P 2+00.

Existing drop inlets are to be replaced with the attached Jensen 12" x 12" drop inlet. The pipe connecting them shall be replaced with an 8" SDR35 or 8" C900 storm drainpipe. The eastern drop inlet exit pipe size and material is unknown, shall be verified by the contractor, and shall be connected back into the drop inlet as existing. Due to the shallow nature of the new storm drain pipe, a concrete cap (min 3,000 PSI mix) shall be placed over the pipe & extend 1' beyond the pipe sidewalks on each side, up to the aggregate base level, and then asphalt paved over it. Please see design figure for proposed improvements.

FW Carson to send in a Change Order addressing the materials and labor associated with the Work Change Directive for the City of Fernley to approve. Please let Resource Concepts, Inc. and the City of Fernley know if you have any questions regarding this work change directive.

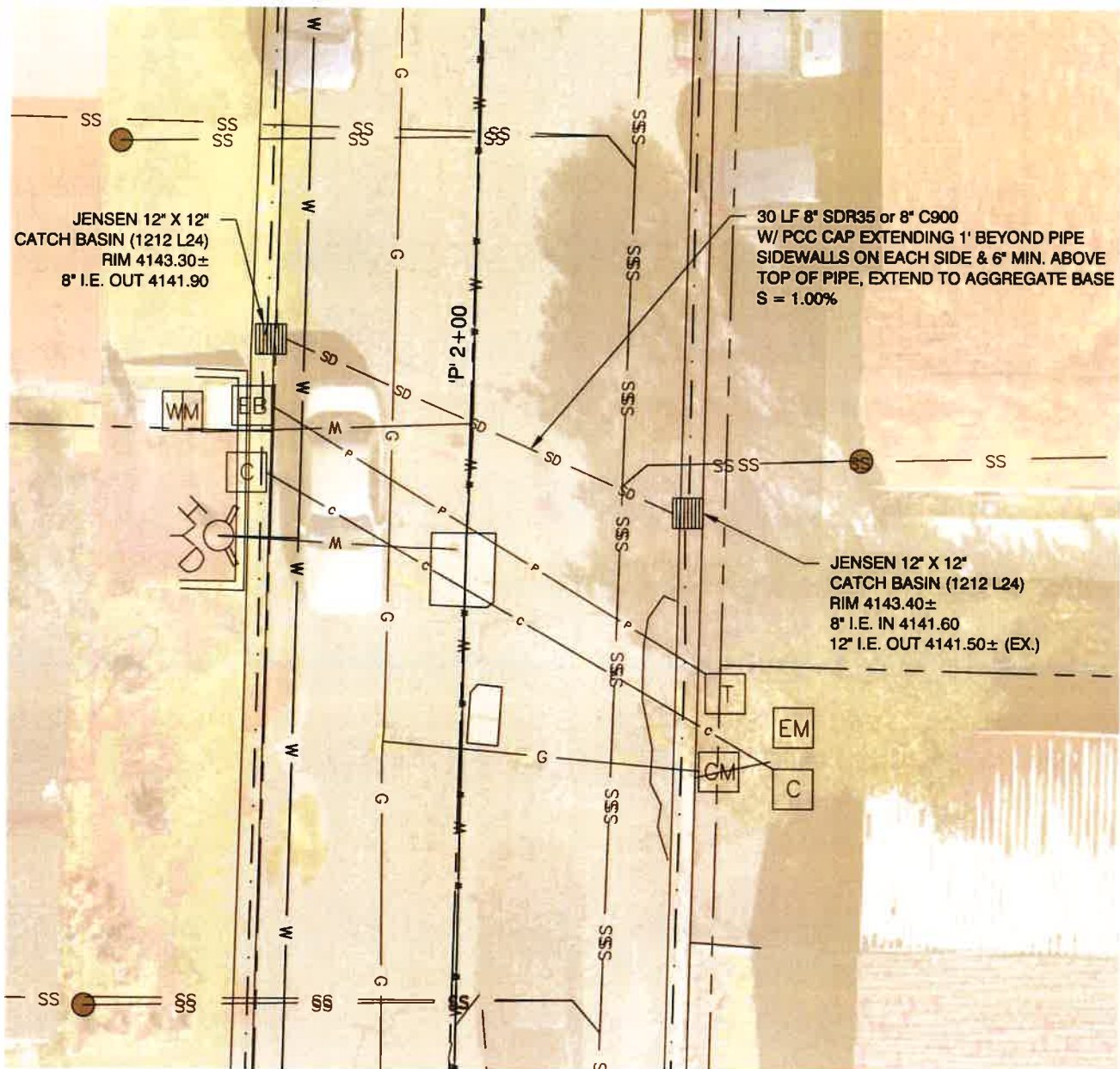
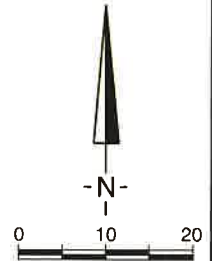
Attachments:

Design Figure
Jensen 12" x 12" Catch Basin

Prepared: 

Joe Cacioppo, P.E.
Principal Engineer

CITY OF FERNLEY - VILLA PARK
PAVEMENT, SEWER, WATER, & STORM REPLACEMENT
WORK CHANGE DIRECTIVE #1



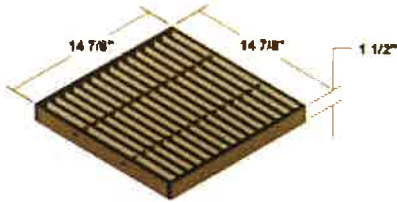
CURB INLET NOTE: REMOVE PCC TO CLOSEST JOINT BEYOND THE NEW
INLETS & REPOUR & RESHAPE CONCRETE.

1212 CAST IRON GRATE

PARKWAY ONLY 28 lbs.

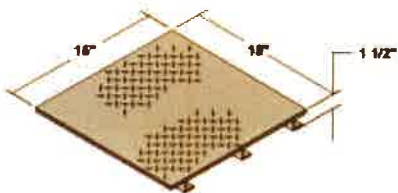
1212 STEEL GRATES

PARKWAY 18 lbs.
TRAFFIC 19 lbs.



1212 STEEL COVER

PARKWAY 22 lbs.
TRAFFIC 25 lbs.



NOTES:

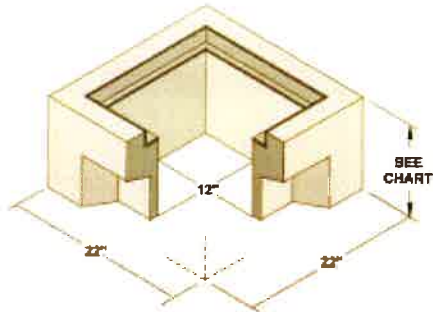
1. GRATES AND COVERS AVAILABLE PAINTED BLACK OR GALVANIZED
2. "ADA" GRATES AVAILABLE IN PARKWAY & TRAFFIC
3. "HEEL PROOF" GRATES AVAILABLE IN PARKWAY & TRAFFIC
4. A TOP SECTION WITH FRAME MUST BE USED IF BOLT DOWN REQUIRED

TOP SECTION	HT.	LBS	KNOCK-OUT
1212 T6	6"	170	NONE
1212 T12	12"	276	(4) 8" x 10"
1212 T18	18"	270	(4) 8" x 12"
1212 T24	24"	430	(4) 8" x 18"
1212 T28	28"	390	(4) 8" x 22"

EXTENSION SECTION	HT.	LBS	KNOCK-OUT
1212 E6	6"	170	NONE

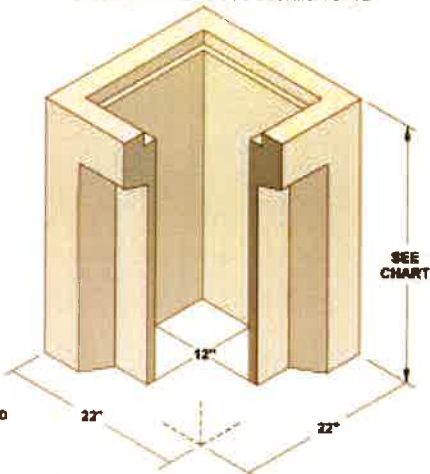
LOWER SECTION	HT.	LBS	KNOCK-OUT
1212 L12	12"	276	(4) 8" x 10"
1212 L18	18"	270	(4) 8" x 12"
1212 L24	24"	430	(4) 8" x 18"
1212 L28	28"	390	(4) 8" x 22"

1212 TOP SECTION (WITH GALVANIZED FRAME)



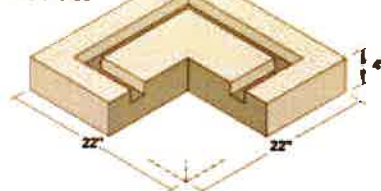
1212 LOWER SECTION (NO FRAME)

NOTE: USE 12", 18", 24", 28" LOWERS TO INCREASE DEPTH UP TO A MAXIMUM OF 72"



1212 BASE

WT. 165 lbs



12" x 12"
CATCH BASIN

JENSEN
PRECAST

BROOKS 1212 CB

CREV. DATE: 04-20-95

REV. DATE: 02-14-20

7
x
0
2

**THE CITY OF FERNLEY – VILLA PARK
Pavement, Sewer, Storm, & Water Replacement Project
Fernley, Nevada**

WORK CHANGE DIRECTIVE NO. 3

DATE: March 4, 2024

TO: Heath Pope, P.E., F.W. Carson

C.C.: Salvador Pleitez, P.E., City of Fernley

FROM: Joe Cacioppo, P.E. – Resource Concepts, Inc.

SUBJECT: Work Change Directive including:
Northern Drop Inlets located on Parkland Way

BASIS OF MODIFICATION:

This Work Change Directive is based on direction from the City of Fernley regarding the two existing drop inlets located in Parkland Way near Station P 8+00.

Existing drop inlets are to be replaced with the attached Jensen 12" x 12" drop inlet. The pipe connecting them shall be replaced with an 8" SDR35 or 8" C900 storm drainpipe. The eastern drop inlet exit pipe size and material is unknown, shall be verified by the contractor, and shall be connected back into the drop inlet as existing. Due to the shallow nature of the new storm drain pipe, a concrete cap (min 3,000 PSI mix) shall be placed over the pipe & extend 1' beyond the pipe sidewalks on each side, up to the aggregate base level, and then asphalt paved over it. Please see design figure for proposed improvements.

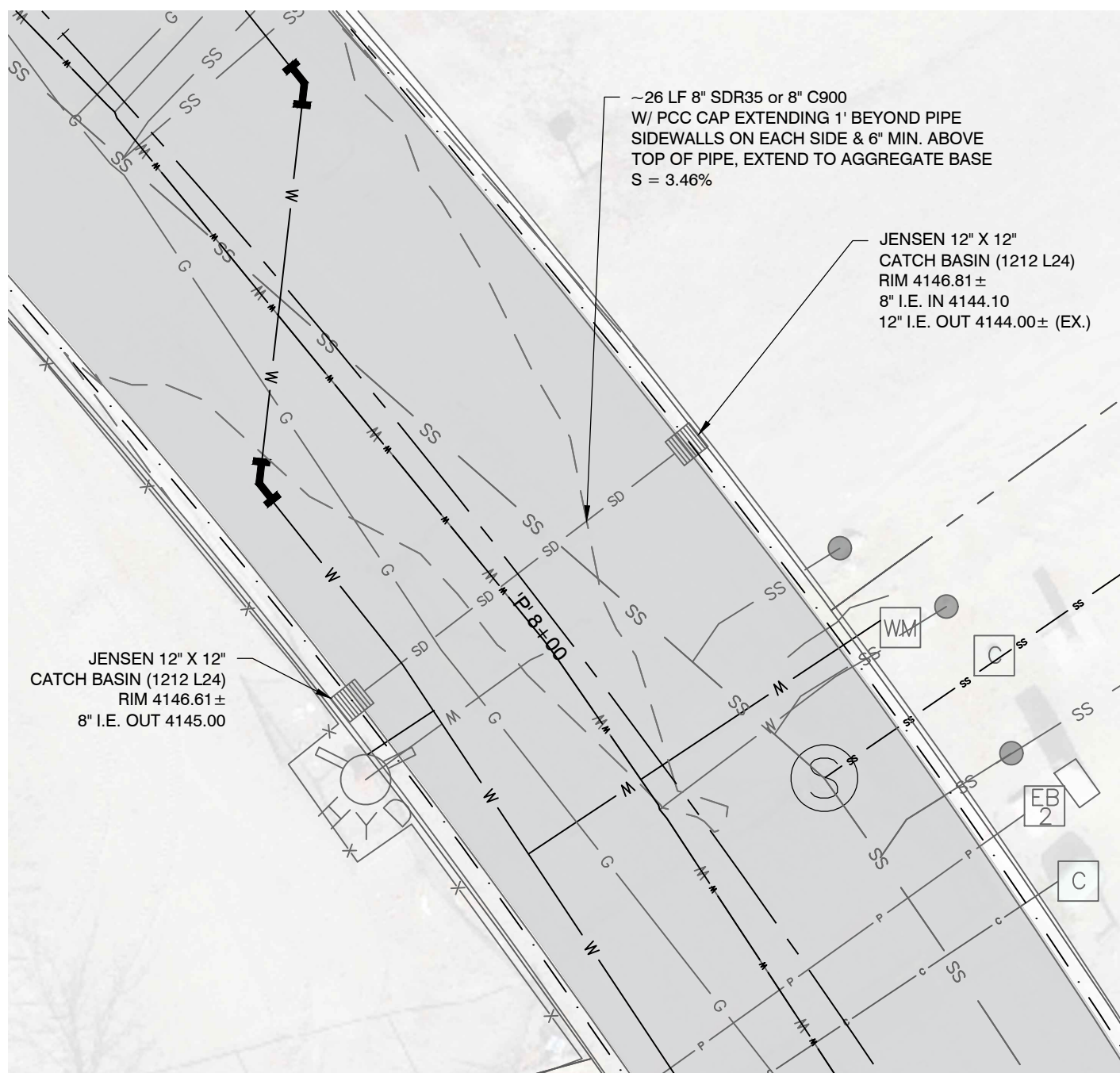
FW Carson to send in a Change Order addressing the materials and labor associated with the Work Change Directive for the City of Fernley to approve. Please let Resource Concepts, Inc. and the City of Fernley know if you have any questions regarding this work change directive.

Attachments:

Design Figure
Jensen 12" x 12" Catch Basin

Prepared: 

Joe Cacioppo, P.E.
Principal Engineer



Resource Concepts Incorporated



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Derek Starkey, City Engineer

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:

No: x

FUND/ACCOUNT:

Water Enterprise Fund

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action to approve a lease for groundwater in the Brady Hot Springs basin with NVEnergy and other matters properly related thereto.

AGENDA ITEM BRIEF:

This item is to approve a lease with NVEnergy for groundwater rights in the Brady Hot Springs Basin. The lease is for construction water as well as ongoing water for the operation and maintenance of their facility.

RECOMMENDED MOTION:

I move to approve a lease for groundwater rights in the Brady Hot Springs Basin with NVEnergy.

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:

Council could not approve the lease or direct staff to make modifications to the lease and bring back for approval.

BACKGROUND:

NVEnergy representatives contacted the City of Fernley in February of 2024 to discuss a potential lease of water for their Sierra Solar Project. The Sierra Solar Project is located approximately 20 miles northeast of the City of Fernley and will construct an approximate 400-Megawatt (MW) photovoltaic solar generation facility and a 400-MW, 1600-MW-hour energy storage system, on approximately 3,079 acres of private land. Construction is anticipated to start in January of 2025.

Water is needed for dust control during construction of the facility as well as long term operation of the 10,000 square foot operation and maintenance building. A PowerPoint presentation has been included with the staff report for your reference.

Approximately 200-acre feet annually is needed during construction of Phase 1. Construction is anticipated to last 2 years and 3 months. Approximately 9000 gallons/month, or 0.30 acre-feet annually is needed for ongoing operations and maintenance.

The City currently holds permits for 2100 acre-feet annually of groundwater rights in the Brady Hot Springs Area. The City does not currently have the infrastructure in place to make use of these water rights.

The City is able to lease water rights per Nevada Revised Statute 533. The City currently operates an annual lease program for local farmers and ranchers. The City leases surface water rights to agricultural irrigators that have land that no longer has water rights. The City has also leased surface water rights to NVEnergy for cooling water for NVEnergy's Tracy power plant during years of drought and the Truckee River was flowing at a lower flow rate. The lease was from July 2022 to October 2022 and was for 360 ac-ft of surface water. The lease amount paid by NVEnergy was \$18,000 along with all legal and engineering costs.

On March 20, 2024, staff and NVEnergy representatives presented the potential lease to City Council for direction on how to proceed. Council voted to direct staff to work with NVEnergy on drafting a lease agreement. The lease agreement is presented in the staff report for Council review. An valuation of the water rights was conducted and the value pre acre-foot was found to be \$40.00. The water lease valuation was completed by DOWL and was paid for by NVEnergy.

The lease agreement has an annual payment of \$10,000 with an increase at a rate of 3% annually.

Staff recommends approving the lease agreement with NVEnergy as proposed.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 533.550 Appropriation of Public Waters

FINANCIAL IMPLICATIONS:

The lease will generate revenue for the water enterprise fund.

ATTACHMENTS:

1. NVE Water Rights Appraisal Memo DOWL
2. Sierra Solar Project Information to Fernley

3. NV Energy 2024 Solar Project Water Lease v1



TECHNICAL MEMORANDUM

TO: Jennifer Sahin – Project Manager
PREPARED BY: Laine Christman – Water Resources Manager
REVIEWED BY: Reed Cozens – Senior Water Rights Specialist
DATE: Luke Tipton – Water and Wastewater Lead
SUBJECT: April 5, 2024
Water Lease Valuation Study

INTRODUCTION

NV Energy (NVE) is in the process of developing a solar energy project, Sierra Solar, within the Bradys Hot Springs Area Hydrographic Basin (Basin 075), situated in Churchill County, Nevada. The water requirements for the Sierra Solar project are categorized into two distinct groups:

- An estimated 250 acre-feet annually (AFA) of construction water is required temporarily for two construction phases spanning five years.

NVE plans to procure the construction water by leasing from the adjacent municipality, the City of Fernley (the City). Furthermore, NVE has commissioned DOWL to assess the leasing rates for water rights, providing a cost estimate for these transactions. This Technical Memorandum (TM) presents a summary of the findings from this valuation analysis.

Methods for Water Rights Valuation

The valuation of water rights can be accomplished using a variety of methodologies. Some of the methods described below are more applicable to estimating water rights sale prices. Other methods lend themselves better to estimating water right leasing rates. Moreover, some methods are more applicable to private industries, with an emphasis on agriculture, where profitability plays a role. Other methods are more suited for non-profit organizations such as municipalities or general improvement districts where cost-recovery is of primary importance. This TM explores six practical approaches to valuing water rights as it relates to both factors discussed above.

Comparable Sales: A highly regarded technique involves analyzing comparable sales of water rights, utilizing documents such as deeds (Zimmerman, 2024). This approach is frequently favored for ascertaining fair market value of a water right because deeds are typically recorded and publicly available. This method is less preferred for water leasing payment valuation since leases are rarely recorded and are often kept confidential, making data collection problematic.

Potential Income: Another approach to determining the annual cost of water rights is through estimating the potential annual income derived from the use of the associated water (Zimmerman, 2024). For instance, should a farmer opt not to cultivate crops for a season, lost income would result. Therefore the value of the water to be used in irrigation could be calculated as loss in net income (i.e., net revenue after removing operation and maintenance (O&M) expenses, etc.). This methodology is particularly applicable to agricultural water rights and is good for determining

short-term leasing rates. Unfortunately this method relies on data that is frequently confidential, akin to existing leasing prices.

Hedonic Pricing: The hedonic pricing model offers an alternative method for valuing water rights by analyzing the impact of water rights on property values. A hedonic model includes property sales of parcels with, and without, water rights tied to them. In this model sales price is dependent upon the availability of water rights while accounting for other property characteristics. This allows the model to estimate the marginal value of water rights on sales prices. (Bustic and Noelwah, 2007; Zimmerman, 2024). While this approach is economically sound, it necessitates extensive data collection on land sales within the targeted region and relies on econometric analysis to gain any confidence in the results. Similar to the potential income approach, the hedonic pricing model is particularly applicable to water sales prices and the agricultural sector due to the correlation between water rights volume and land size.

Cost Recovery: The cost-recovery approach sets the value of leased water rights equal to the annual cost to maintain the water rights by the lessor. This method, guided by the principles outlined in the American Water Works Association (AWWA) M1 manual, Principles of Water Rates, Fees, and Charges (2007), calculates the annual costs related to maintaining water rights. These costs are equated to the holding cost required to ensure the water right remains in good standing with the Nevada Division of Water Resources (NDWR). This approach is especially suitable for municipal water suppliers focused on cost recovery without the duty of recovering any return on investment. It is also advantageous for determining equitable rates for annual water leasing rather than outright sales. To accurately calculate a per AFA cost, comprehensive information on total holding costs, including all expenses for water rights maintenance and legal fees, along with the total AFA in allocated duty held by the permittee, is essential. It is important to note such annual holding costs omit any O&M expenses related to the water distribution system since this water will not be pumped or distributed by City infrastructure or operations staff. This valuation method is considered to provide a minimum estimate of a water right's value.

Existing Rate Comparison: Another effective approach for determining the value of water, especially in a municipal context, involves analyzing water delivery rate schedules for construction water (often raw or effluent water). These rates are typically charged per thousand gallons (Kgal) and generally include annual O&M costs associated with water rights holder's production, treatment, and distribution systems. It is important to note that if the leased water is not supplied via the lessor's distribution system, this method may result in an overestimated value. Therefore, it should be regarded as an upper limit in the valuation process.

Discounting: The discounting method involve taking the overall value or cost of the water right and assigning a fractional value to it. This approach can be used in conjunction with many of the above approaches as a way of determining short-term leasing rates. Research indicates that applying rates ranging from 2-10% to a water right's purchase price yields a realistic estimation of its annual leasing value (Bustic and Noelwah, 2007).

DATA AND RESULTS

Following a review of the preceding discussion, we have derived estimates for equitable leasing prices employing the following methodologies:

- **Cost Recovery:** An analysis of the City of Fernley's water rights holding costs for Fiscal Year 2023-2024.
- **Existing Rate Comparison:** Examination of the City's current raw water rate schedule.
- **Comparable Sales:** Calculation of average lease rates from existing water leases for projects of a similar nature.
- **Discounting:** Application of discount rates from comparable water sales transactions.

Cost Recovery

As detailed in the City's Final Budget for the fiscal year 2023-2024, an allocation of \$125,000 was made towards water rights management services, with an additional \$160,000 designated for legal services related to water rights, facilitated through third-party vendors (see Appendix A). Furthermore, the NDWR database records indicate that the City possesses a total combined duty of 8,917 AFA designated for utilization within its service area. Utilizing these figures, the holding cost of the City's water rights is calculated as per Equation 1.

Equation 1. Holding Cost Per Acre-Foot Annually

$$[(\$125,000 + \$160,000) / 8,917 \text{ AFA}] = \$31.96 \text{ per AFA.}$$

Rate Schedule Comparison.

According to the City's current water rate schedule, raw water use charges are \$1.06 per Kgal. Equation 2 shows this cost is \$345.40 per AF.

Equation 2. Raw Water Rate Per Acre-Foot

$$(325,851 / 1,000) * \$1.06 = \$345.40 \text{ per AF.}$$

Comparable Sales

DOWL maintains established connections with other solar energy developers who have entered into leasing agreements with water rights holders. Owing to confidentiality agreements, it is not possible to disclose specific locations and volumes. Nonetheless, it is pertinent to note that the required volumes, usage methods, and durations are akin to those associated with the Sierra Solar

project. The average leasing rates for such projects stand at approximately \$285 per AFA. Furthermore, an examination of recent letters of intent for leasing water for agricultural purposes has indicated rates approaching \$50 per AFA.

Discounted Comparable Sales

DOWL has assembled a dataset encompassing water rights sales across various hydrographic basins in Nevada. This dataset was derived from deeds recently recorded in the respective counties. Sale prices per AFA were calculated and subsequently adjusted to 2024 values, accounting for an annual consumer price index increase of 3%. Our analysis reveals that sale prices per AFA fluctuate based on the manner of use and the specific basin. For water rights utilized in a manner comparable to commercial or construction purposes, the average sale price, adjusted to 2024 dollars, is \$6,918 per AFA. Notably, the Tracy Segment (Basin 083) is the basin closest to the Bradys Hot Springs Area within our dataset, where the average sale price was determined to be \$6,680. Table 1 delineates the cost of a one-year lease utilizing discount rates of 2% and 10% applied to the two average sales prices.

Table 1. One-Year Lease by Discount Rate and Price

Discount Rate	Per Acre-Foot Price	1-year Lease Price
2%	\$6,680	\$133.60
2%	\$6,918	\$138.36
10%	\$6,680	\$668.00
10%	\$6,918	\$691.80

DISCUSSION

As expected, the cost recovery method produced the lowest estimate within the potential leasing price range, at \$31.96 per AFA. This method exclusively accounts for expenses necessary to maintain water rights in good standing with the NDWR and excludes any O&M costs related to distribution. This approach aligns with the cost-based rate-making principles specified in the AWWA M1 manual (2017), which advocates for water rates to be fair and equitable by attributing the proportional costs incurred by each customer class to prevent cross-class subsidies.

Utilizing the raw water rate structure resulted in a valuation of \$345.40 per AF, incorporating additional O&M costs. According to AWWA standards, this valuation is not deemed fair and equitable since NVE will have to develop its water distribution system, indicating the rate structure includes costs not pertinent to NVE's operations.

An examination of leasing structures for comparable renewable energy projects indicated an average leasing price of \$285 per AFA. It is noteworthy that these agreements involved entities

operating with a profit motive, incorporating a return on investment within the leasing price structure.

Lastly, employing the discount rate method revealed the greatest variability in leasing prices. This method gave a range starting at \$133.60 under a 2% discounted rate of the lowest comparable sale average of \$6,680. The highest estimate was \$691.80 for a 10% discounted rate on the highest comparable sales average of 6,918.

Our recommendation is to use the cost recovery method as it is deemed most suited for this situation. It considers the non-profit status of the City, the specific nature and geographical location of the Sierra Solar project, and the water engineering requirements of constructing an independent water distribution system, onsite. Furthermore, this rate is justifiable from the City’s standpoint as it considers AWWA standards for rate setting. We also recommend including a 25% contingency cost to account for unforeseen costs as well as adjusting the total lease rate annually to account for inflation.

Therefore we conclude that an annual lease rate of \$40 per AFA to be fair and equitable for both the City and NVE. This equates to an annual lease rate of \$10,000 for 250 AFA.

Table 2 provides the proposed five-year lease rate escalated by an 3% average CPI index.

Table 2. Proposed 5-Year Lease Rate for 250 Acre-Feet Annually

Year 1	Year 2	Year 3	Year 4	Year 5
\$10,000	\$10,300	\$10,609	\$10,927	\$11,255

REFERENCES

- American Water Works Association. (2017). Principles of water rates, fees, and charges – M1 (7th Edition). American Water Works Association.
- Butsic, V., & Netusil, N. R. (2007). Valuing Water Rights in Douglas County, Oregon, Using the Hedonic Price Method 1. JAWRA Journal of the American Water Resources Association, 43(3), 622-629.
- Zimmerman, Grant. (2024, Feb. 1). Water Right Valuation Approaches [Conference presentation], NWRA Annual Conference 2024, Las Vegas, NV. <https://onedrive.live.com/?authkey=%21AGjFXIlgHzrKxYo&id=16BA3DB0E0CE6624%2111477&cid=16BA3DB0E0CE6624>

APPENDIX A

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SCHEDULE OF EXISTING CONTRACTS

Budget Year 2023-2024

Local Government: City of Fernley

Contact: Denise Lewis

E-mail Address: dlewis@cityoffernley.org

Daytime Telephone: 775-784-9843

Total Number of Existing Contracts: 22

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2022-23	Proposed Expenditure FY 2023-24	Reason or need for contract:
1	Hinton Burdick CPAs and Advisors	6/30/2023	12/31/2025	57,650	59,025	External financial auditors
2	TSK Architects	10/20/2022	.June 2025	1,051,008	356,974	For the architecture/engineering development of the CRRC project.
3	Cumming Management Group	2/16/2022	.June 2025	116,955	117,347	For owners representative and construction management services for the CRRC project.
4	Core Construction	7/20/2022	Nov. 2023	75,600	18,900	For preconstruction CMAR services for the CRRC project.
5	Resource Concepts Inc.	10/5/2022	.May 2023	30,000	-	For environmental consulting services for the CRRC project.
6	Headway Transportation	12/21/2022	.May 2023	22,000	-	For traffic impact study for the CRRC project.
7	MOBO LAW	4/11/2022	No End Date	6,000	6,000	Conflict Criminal Prosecutor
8	Lemons Grundy Eisenberg	since 2020	No End Date	7,000	5,000	Conflict & Insurance assigned Counsel on HR matters
9	McDonald Carano	7/18/2016	No End Date	40,000	40,000	MIV, Construction CRRC, Conflict Counsel on Land Use
10	Thorndal Armstrong Delk...	since 2010	No End Date	1,000	unknown	Insurance assigned Counsel for litigation
11	Marquis Aurbach	TBD	TBD	5,000	5,000	Defense attorney EMRB, Union expertise
12	Flynn Guidici Affairs LLC	10/6/2021	6/30/2024	69,600	34,800	State Lobbyists
13	Porter Group	3/1/2023	10/31/2023	24,000	72,000	Federal Lobbyists
14	Walther Law Offices	7/1/222	6/30/2024	120,000	120,000	Public Defender contract
15	Senior Judge Lori Matheus	1/3/2019	ongoing	45,000	45,000	Municipal Court Judge
16	Hansford Economic Consulting	3/1/2023	ongoing	4,339	40,000	Water/Sewer rate presentations/studies
17	4 Leaf Consulting LLC	9/14/2022	9/14/2023	25,000	44,791	Plan review and inspections
18	Bakertilly	4/11/2023	4/11/2024	5,600	19,350	Executive recruiting
19	Kalbacher Associates	6/30/2022	7/1/2023	27,000	27,000	Grant Writing Services
20	Taggart & Taggart	7/1/2022	6/30/2023	160,000	160,000	Water rights - legal
21	Wood Rodgers	6/30/2022	7/1/2023	80,000	80,000	Federal Lands Bill
22	RCI	7/1/2022	6/30/2023	125,000	125,000	Water Rights Management
23						
24						
25						
26						
27						
28						
29						
30						
Total Proposed Expenditures				2,097,752	1,376,188	

Additional Explanations (Reference Line Number and Vendor):



Sierra Solar Project

Renewables in Nevada



- NRS 704.7801 mandates a 50% Renewable Portfolio Standard (“RPS”) by 2030 with a net-zero greenhouse gas goal by 2050.
- Significant business growth in the Tahoe Reno Industrial Center are driving need for more renewable resources.
- The Sierra Solar Project will help meet the RPS and support business growth in Northern Nevada.

Sierra Solar Project Information



- Sierra Pacific Power Company dba NV Energy is constructing an approximate 400-megawatt (MW) photovoltaic solar generation facility and a 400-MW, 1600-MW-hour energy storage system, on approximately 3,079 acres of private land.
- The project is located 20 miles north of Fernley, North of the I-80 Interchange and the Nightingale exit.
- The project will include a 10,000 square foot O&M building, the Lantern switching station, the project substation, and the Gen-Tie line between the substation and the switching station.
- Construction is anticipated to start in January 2025
- Water for dust control is needed for roads and civil work.

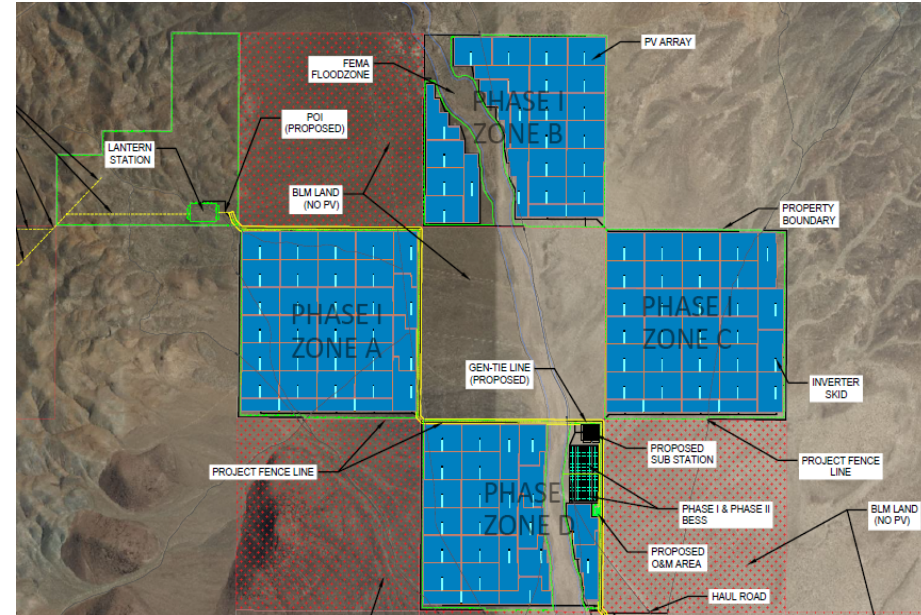
Sierra Solar in Relation to Fernley



Sierra Solar Phase I



Sierra Solar Phase I	Project Information
Location	Brady's Hot Springs, Churchill County, Nevada
Construction Start	January 2025
Projected In Service	April 2027
Total Capacity	400 megawatt
Storage	400 megawatts for 4 hours
Technology	Solar photovoltaic, Lithium-ion battery
Interconnection	New Lantern switching station, on existing 345kV Valmy-Tracy line
Developer	NV Energy
Water Needs	200-acre feet annually for construction



- NV Energy is seeking to a lease for 200-acre feet annually from the City of Fernley. The City currently holds a water permit for Brady Hot Springs, which is for 2100-acre feet annually.
- Ample water rights would still exist for the city to utilize for other development in the Brady Hot Springs area.
- A second phase of the project would require 300-acre feet annually, and those discussions can commence after the first phase has begun.
- A lease agreement for water would provide revenue to Fernley with an unutilized asset.
- NV Energy will take financial responsibility for annual water filings.
- After construction, a small amount of water for operations and maintenance building will be needed. This is estimated to be approximately 9,000 gallons monthly.

WATER LEASING AGREEMENT

THIS WATER LEASING AGREEMENT (“Agreement”) is made and entered by and between the CITY OF FERNLEY, a political subdivision of the State of Nevada, (“Fernley” or “Lessor”) and NV ENERGY, INC., a Nevada corporation (“NV Energy” or “Lessee”).

WHEREAS, Fernley is a municipal subdivision of the State of Nevada created and organized pursuant to Nevada Revised Statutes (“NRS”) Chapter 266, and

WHEREAS, Fernley owns certain water rights located in the Brady Hot Springs basin identified as Nevada Division of Water Resources Permit No. 80184; and

WHEREAS, NV Energy is a public utility as defined in NRS 704.020 which owns and operates electric generation facilities throughout the State of Nevada; and

WHEREAS, NV Energy wishes to lease a portion of Permit No. 80184 and divert said water for the construction and operation of a solar power production facility located in the Brady Hot Springs basin; and

WHEREAS, Fernley has sought and obtained an appraisal of the lease value of the water rights in question and the Parties have agreed that the appraisal represents the fair market value of the water rights;

NOW, THEREFORE in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

A. GENERAL PROVISIONS

1. Fernley hereby authorizes NV Energy to submit applications to the Nevada State Engineer seeking to (1) temporarily change the point of diversion, place of use, and manner of use of XXX acre-feet/annually of water from Permit 80184 to provide water for construction of the solar power facility, and (2) permanently change the point of diversion, place of use, and manner of use of XX acre-feet/annually of water from Permit 80184 to provide water for the ongoing operation of the solar power facility.
2. This lease shall commence upon the Nevada State Engineer’s approval of the temporary change application. On or before 30-days after approval of the temporary permit, NV Energy shall annually pay Fernley the sum of \$_____ (the “Lease Payment”) for the use of the water rights. Upon completion of construction, and approval of the permanent

change application, the Lease Payment shall be adjusted to \$ _____ annually. NV Energy acknowledges that the Lease Payment represents the fair market value of making the water available for use regardless of whether all of the water is actually used or not. NV Energy shall not be entitled to any refund of the Lease Payment for unused water. Said Lease Payment shall increase at a rate of 3% annually.

3. In addition to the Lease Payment, NV Energy agrees to reimburse Fernley for all engineering and legal costs incurred by Fernley related to the drafting, preparation, and approval of this lease and with the preparation, submittal, and approval of the change applications filed with the Nevada State Engineer. Fernley will provide monthly invoices of said costs to NV Energy. NV Energy agrees to pay the invoiced charges within 30 days of receipt.
4. NV Energy acknowledges that the diversion and use of the leased water is subject to the terms of the permits issued by the Nevada State Engineer and all applicable all applicable federal, state, and local regulations. NV Energy agrees to fully comply with such conditions as regulations when diverting and placing the water to use.
5. NV Energy acknowledges that the Nevada State Engineer is not required to approve the change applications, and the City makes no representation or guarantee regarding the likelihood of approval.
6. Lessee shall divert and place the Water to beneficial use only from the point of diversion and at the place of use designated in the permits issued by the Nevada State Engineer.
7. In the event the Nevada State Engineer denies the change applications, or the Water cannot otherwise be used for the purposes intended herein, NV Energy shall not be responsible for the Lease Payment and this Agreement shall immediately terminate. However, NV Energy shall remain obligated to reimburse Fernley for its legal and engineering costs pursuant to the provisions of Section A(3) above.

B. TERM OF LEASE / RENEWAL

1. The term of the Lease for the water rights shall begin on the day the Nevada State Engineer approves the temporary change application described above and shall terminate as follows:
 - (1) for the water rights used under the temporary application for construction of the solar power facility, on the date that construction of said facility is substantially completed, and
 - (2) for the water rights used under the permanent change application for operation of the solar power facility, at the end of Fifty (50) years from the date of commencement.

2. The Lease may be renewed by mutual agreement of the parties.

C. ADDITIONAL TERMS

1. Governing Law. This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada.
2. Venue. Any action or proceeding concerning the rights or responsibilities of the parties to this Lease shall be heard and entertained in the State district court in Lyon County, Nevada.
3. Notice. Any notice required pursuant to this Lease shall be sent via certified mail to the address listed below. Each party is responsible for informing the other party of any change in address.

NV Energy

Attn: General Counsel
6226 W. Sahara Avenue, M/S 03.
Las Vegas, NV 89146

City of Fernley

City Manager
595 Silver Lace Boulevard
Fernley, NV 89408

4. Entire Agreement. This Lease (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, without limitation. This Lease may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
5. Incorporation of Recitals. The recitals set forth above are incorporated into this Third Amendment by this reference.
6. Attorney's Fees and Costs. In the event that any Party shall commence any lawsuit, action, or other administrative or judicial proceeding arising from, or concerning, this Agreement whether such lawsuit, action, or proceeding involves causes of action in contract or in tort, at law or in equity, the prevailing Party shall be entitled to recover all costs and expenses associated with such lawsuit, action, or proceeding, including, without limitation, reasonable attorney's fees, expert or consultant fees, and costs. The prevailing Party shall be determined by the court based upon an assessment of which Party's major arguments made or positions taken in the lawsuit, action, or proceeding could fairly be said to have prevailed over the other Party's major arguments or positions.

7. No Waiver. No waiver of any breach of any provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. No failure or delay of either Party in the exercise of any right given to such Party under the 1996 Agreement, as amended, shall constitute a waiver thereof unless the time specified for the exercise of the right has expired.
8. Additional Acts. The Parties agree to do and perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to ensure the performance of each of the Parties respective obligations under this Agreement.
9. Time is of the Essence. Time is of the essence with respect to each and every particular of this Agreement.

[Signature page follows]

CITY OF FERNLEY

This Water Leasing Agreement was approved by vote of the Fernley City Council on the ____ day of _____, 2024.

Neal McIntyre
Mayor of Fernley

Attested:

Kimberley Swanson
City Clerk

NV ENERGY

Agreed on this ____ day of _____, 2024

By:

Dave Ulozas
Senior Vice President



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Derek Starkey, City Engineer

FINANCIAL IMPACT:

Yes: No: x

CURRENTLY BUDGETED:

Yes: No: x

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Resolution

AGENDA ITEM:

Discussion and possible action to adopt joint Resolution 24-007 accepting the 2022 City of Fernley Water System Plan Update

AGENDA ITEM BRIEF:

This item will present the updated water system plan for adoption by joint resolution with the Planning Commission and City Council.

RECOMMENDED MOTION:

I move to adopt joint Resolution 24-007 number accepting the 2022 City of Fernley Water System Plan Update.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to accept the plan or to request modifications to the plan.

BACKGROUND:

In 2020, the City of Fernley contracted with Shaw Engineering to complete an update to its water system plan. The last update to the plan occurred in 2008 and was completed by TRC Engineers, Inc.

The water system plan aids the City in water resource management and capital improvement planning for the City's water system as it continues to grow and serve new customers. In creating the plan, the City and Shaw utilized the following documents:

- 2008 Water Master Plan (TRC Engineers)
- 2018 Comprehensive Master Plan (Wood Rodgers and Lumos and Associates)
- 2019 Water Resource Plan (Farr West Engineers)
- Water Rate Study Technical Memorandum (Hansford Economic Consulting)
- Water Treatment Plant Expansion Study (CDM Smith)

The following sections summarize the assumptions and outcome of the update to the plan:

Existing and Planned Service Areas

The existing service area is comprised of the City's 129 square mile boundary. The actual area served by the current system is only about 14 square miles. The future planning areas in the South, Southwest and North are not included in this study. Water infrastructure planning will be included in those planning efforts and incorporated into this plan once they are complete.

Growth and Water Demand

Significant growth occurred from incorporation (2001) to the beginning of the Great Recession (2008). During this time the City experienced a 71.8% increase in population. Growth and development stalled for the years after the Recession but has increased in recent years. The City currently has 8,690 meter water service customers. With the update of the comprehensive plan in 2018 and the associated land use designations, the maximum estimated build out is 51,520 dwelling units. The maximum buildout is calculated by using the maximum number of dwelling units/acre and multiplying it by the number of acres of land available for that use. The planning horizon for the update is 20 years. These assumptions were used in water system planning and modeling to identify system needs.

Water Resources

The City currently pumps, treats and serves groundwater to its customers. It does this through six (6) municipal wells: Well 4, 9, 9A, 11, 13, and 14. The firm capacity of the wells is 8.65 million gallons a day. Firm capacity is available capacity with the largest producing well out of service. Total peak production capacity is estimated at 12.33 million gallons a day, assuming all well pumps are operating 24 hours a day.

The has approximately 8,900 ac-ft of groundwater rights in the Fernley Hydrographic Basin, 2,100 ac-ft of groundwater rights in the Brady Hot Springs Basin, and 9,700 ac-ft of Claim 3 surface water rights from the Truckee River.

Water Rates

The most recent rate study was completed in 2021 with a 3% increase/year approved for the next five (5) years. A new rate increase is proposed for fiscal year 2024-2025.

Groundwater/Surface Water Treatment

The City's water treatment plant was completed on July 20th, 2009. The plant has a capacity to treat up to 20 million gallons per day of groundwater. In the early 2000's the Environmental Protection Agency implemented the Arsenic rule which adopted a new standard for arsenic in drinking water of 10 parts per billion, which

replaced the old standard of 50 parts per billion. The average arsenic concentration varies in each well but ranges from 20-40 parts per billion before treatment. The City's treatment plant currently removes arsenic down to an average of 2 parts per billion.

The treatment plant was originally developed with the option to treat both groundwater and surface water. The City is currently completing the final work on a takeout structure at the Truckee Carson Irrigation District Canal with a pipeline to a pump station located at the water treatment plant site. Once operational, water will flow through the takeout structure into the pipeline and to the pump station. The pump station will pump the water into the water treatment plant for treatment.

Preliminary engineering for the surface water treatment infrastructure and source water testing are currently underway with a consultant. The improvements needed at the plant are beyond the scope of this update and are not included in this report. The improvements have been tentatively budgeted for in the City's five year capital improvement plan.

Existing Conditions

The existing system is currently in satisfactory condition with a majority of the system being less than 35 years old. However, there are still concerns about portions of the system:

- Groundwater pumping effect on the water table and aquifer levels.
- Groundwater production is limited with very little redundancy due to the number and capacity of the pumps.
- Water storage capacity is limited. There are currently four (4) storage tanks online.
- Below satisfactory pressures in developments at higher elevations
- Aging Wells 9 and 9A
- Aging Northeast Booster Pump Station
- Dead-end mains and aging distribution mains in older areas of the system.

The concerns are addressed through the design and construction of the proposed capital improvement projects identified in the plan.

Capital Improvements

The plan identifies major infrastructure projects needed to address issues in the existing system or to accommodate future growth. The projects are based on the City's understanding of its system needs as well as water system modeling using growth projections and land uses identified on the 2018 Comprehensive Plan. Below is a table of the projects along with their estimated costs. The projects are presented in a conceptual phase and final engineering and surveying would need to be completed on all the projects.

Project Name	Purpose	Cost Estimate	Status
EWTP Potable Water Main and Fire Line	System Expansion	\$765,325	Completed in 2021
Cottonwood Lane Water Main Replacement and Extension	System Replacement and Expansion	\$525,312	Completed in 2023
Fixed Base Meter Reading	Administration and Billing	\$2,633,500	Ongoing
WTP Surface Water Pump Station and Intake	Production and Treatment	\$5,282,032	Substantially Complete

WTP Surface Water Treatment Integration	Production and Treatment	\$4,400,000	Preliminary design work started in 2024.
Water Resource Investigation Brady Hot Springs	Production and Growth	\$50,000	Budgeted in FY23/24.
Northeast Tank - NV Pacific Pkwy Connection Main	System redundancy and Growth	\$976,500	In 5 Year CIP
Northeast Booster Pump Station and 9/9A Improvements	System Efficiency and Maintenance	\$1,319,500	In 5 Year CIP
US95A Booster Pump Station *	System Deficiency (Pressure)	\$1290,500	In 5 Year CIP
Highway 50 Looping Main	Looping/Redundancy	\$5,059,840,	Budgeted for Design in FY24/25
Logan Lane to Vine Street Looping Main	Looping/Redundancy	\$817,740	In 5 year CIP
Mull Lane High Pressure Main and PRV	System growth	\$3,900,150	Longer Term CIP - Development Driven
Brady Hot Springs Well	System Redundancy and Growth	\$9,471,000	Longer Term CIP - Development Driven
Desert Shadows Lane Transmission Main and PRV	System Growth	\$6,577,875	Longer Term CIP - Development Driven
Southeast Tank and Transmission Main	Storage	\$5,124,600	Longer Term CIP - Development Driven
1.5 Million Gallon Tank at Ricci Site**	Storage	\$3,008,750	Budgeted for Design in FY24/25
1.5 Million Gallon Treated Water Reservoir	Storage/Treatment	\$2,192,044	Design in progress. Construction to begin 2024.

*Final project will be determined with Southwest Area Plan. This project would serve the existing developments.

**This project was identified as a more feasible alternative and is documented in the 2023 Water System Plan Amendment Technical Memorandum

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Administrative Code 445A

FINANCIAL IMPLICATIONS:

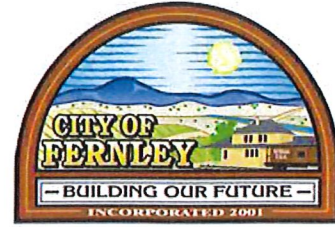
There are no financial implications to adopting the plan. The plan does identify capital projects for the water treatment and distribution system which will be funded for design and construction at a later date.

ATTACHMENTS:

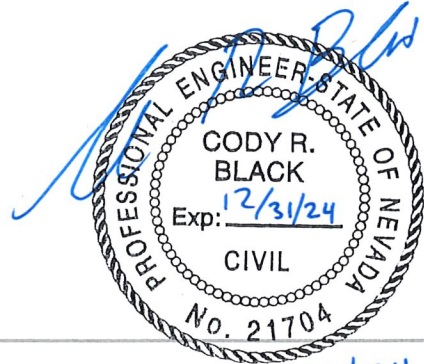
1. 2023 Water Plan CIP Amendment - Stamped
2. !!!Final -2022 Redacted Water Plan Update
3. 2022 Water System Plan Joint Resolution 24-007

Technical Memorandum

City of Fernley Capital Improvement Project Planning



DATE: January 9, 2024
PREPARED FOR: Derek Starkey, P.E.
PREPARED BY: Cody Black, P.E.
Owen Wurgler, E.I.
SUBJECT: CIP Amendments and Recommendations



Purpose

After delivery of the 2022 City of Fernley Water Master Plan (WMP), additional review was completed regarding options to add storage to the system. Based on recent development trends and potential delays in BLM and USBR permitting, Shaw has reviewed adding additional storage at the Ricci Tank in lieu of building the Southeast storage reservoir listed in CIP 17. Additional hydraulic modeling was also completed to evaluate other combinations of CIP's which could be implemented to address decreasing redundancy in the system while simultaneously increasing hydraulic connectivity between the North and South Areas of the City. The hydraulic connectivity will also help the system prepare the system for growth.

The goal of this memo is to provide a sufficient overview of the projects that will allow the City to make well informed decisions regarding how to deliver resilient water service to the City's growing customer base and simplify the delivery of certain CIP's discussed in the 2022 Water Master Plan.

Project Assumptions

The system improvements in this memorandum assume the I-80 crossing between the Northeast Tank transmission main and the I-80 Industrial Area has been constructed. This I-80 crossing provides an arterial main to this future growth area and greater redundancy for areas along Farm District Road. Per CIP 9 listed in the 2022 WMP the main was included in the model as a 14 inch PVC Main.

Analysis Approach

In order to quantify the results of the model into meaningful information, Shaw will utilize the maximum day demand extended period simulation model which evaluates tank storage trends, treatment plant pumping, and pressure fluctuations throughout the day. For the purpose of this analysis, the 0.53 MG Sage Ranch Tank has been excluded as it does not affect Pressure Zone 1 under normal operations. Each project summary includes figures that display the tank levels, high service pump station run time and system pressures over a 72 hour period. Analyzing these characteristics allows the model to stabilize and provide a normalized result based off of the initial assumptions input in the model.

Background

Existing System

The City of Fernley water system currently experiences Maximum Day Demands between 6.5 MGD and 7.0 MGD with peak hour demands of approximately 11 MGD. For this extended period simulation, the system will experience multiple maximum day demand scenarios in a row of approximately 6.6 MGD. As a baseline comparison, tank level trends in the model have been provided in Figures 1 thru 3 below and a pressure map provided in Appendix A - Exhibit 1.

Figure 1: Existing Northeast Tank Level

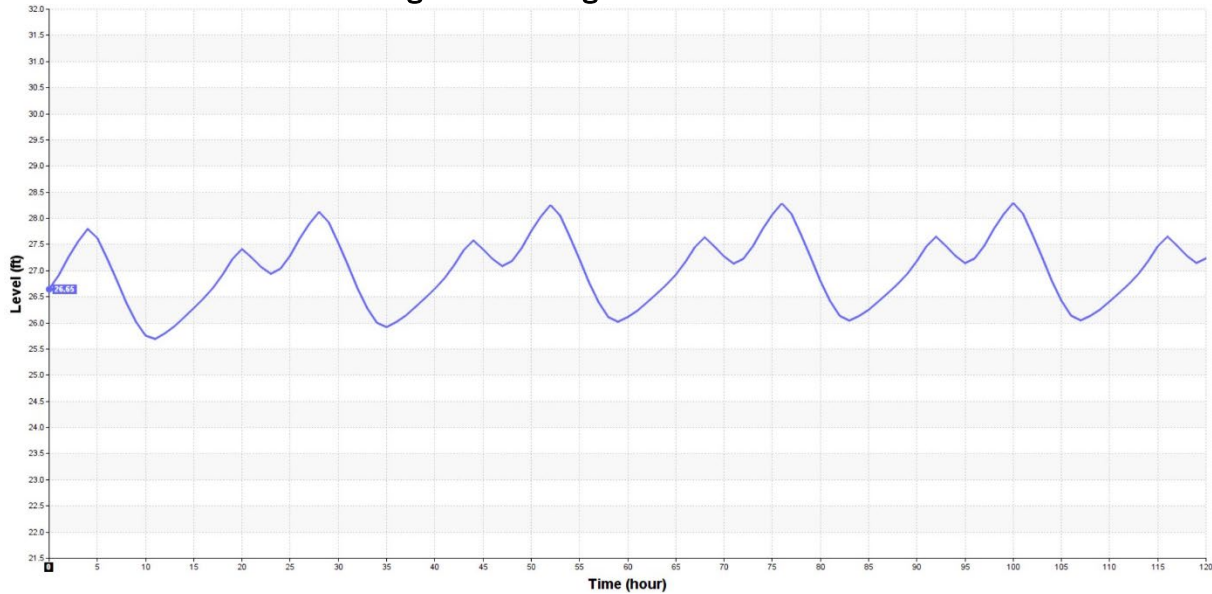


Figure 2: Existing Ricci Tank Level

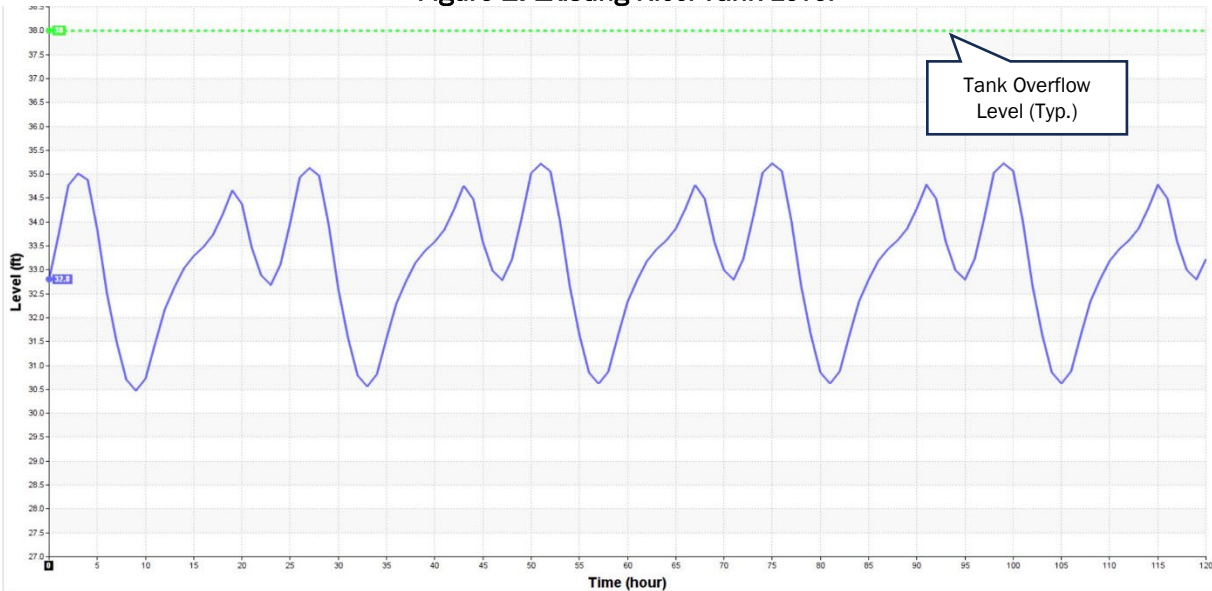


Figure 3: Existing Sage Tank Level Trends

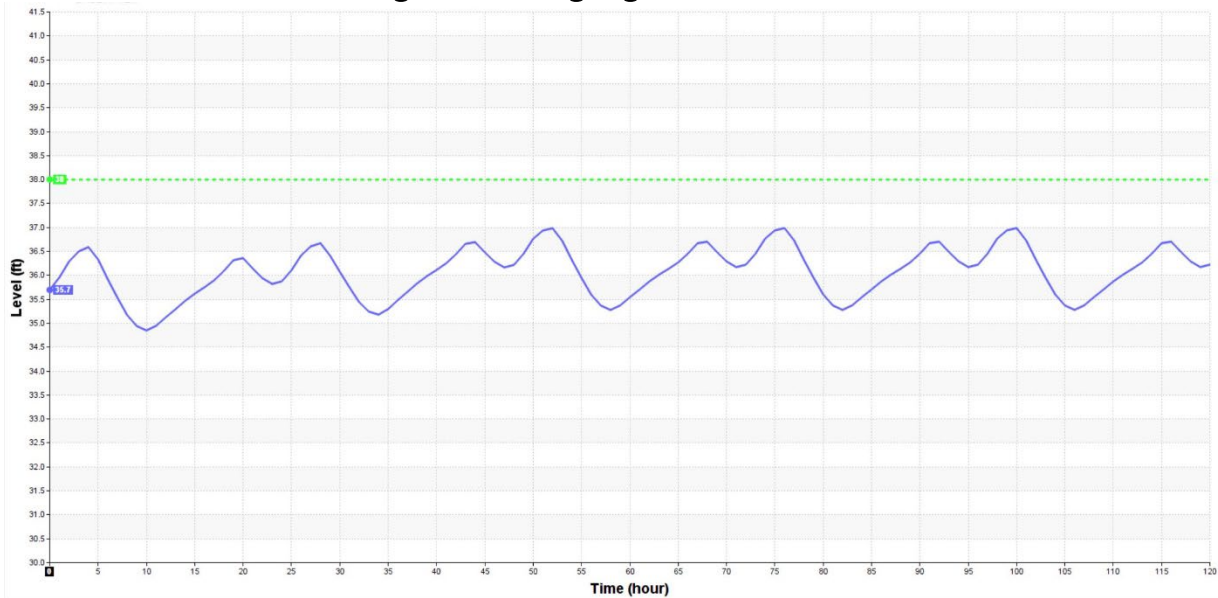


Table 1 below, summarizes the data in Figures 1 thru 3.

Table 1: Existing Tank Level Summary

Tank Name	High Level (ft)	Low Level (ft)	Change in Water Level (ft)	Time from High to Low
Northeast Tank	28.1	26.0	2.1	7 hours
Ricci Tank	35.1	30.6	4.5	5.5 hours
Sage Tank	37.0	35.3	1.7	6 hours

An evaluation of the high service pump station was performed to create a baseline to compare which amendments will have the largest effect on the High service pump station and indirectly the Raw water storage capacity and Well production. Figure 4 below depicts a time series graph of Flow vs Time for the 120 hour simulation. Table 2 shows the total pumped water each day with a maximum and minimum hour rate.

Figure 4: Existing High Service Pump Station Flows

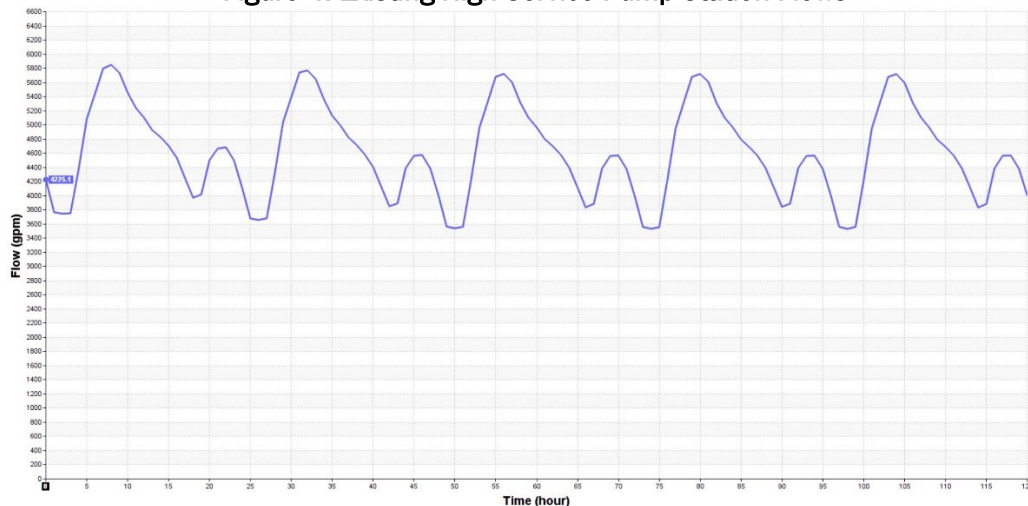


Table 2: Existing High Service Pump Station Flow Statistics

Maximum Pump Flow (gpm)	Minimum Pump Flow (gpm)	Average Pump Flow (gpm)	Max/Min Difference (gpm)
5,849	3,530	4,604	2,319

Footnotes:

1. Actual values may differ based on differences in day to day operations.

Existing System plus Interstate 80 Crossing (CIP 9)

The Interstate 80 Crossing will connect the Northeast Tank fill/transmission main directly to the industrial park via a 14-inch main crossing Interstate 80 and connecting to the existing 14-inch main within Nevada Pacific Parkway on the South side of I-80. This connection not only provides a redundant supply of water to the Industrial Park, it also increases the hydraulic connectivity between the North portion of the system and the South side of the system. This connection is critical because it distributes the demand on each storage facility more equally compared to the existing system configuration. The results of the Interstate 80 crossing are provided in Figures 4 thru 6 below to depict the effects of providing this hydraulic connection. Additionally, a Pressure Map is provided in Appendix A - Exhibit 2. The I-80 crossing will increase the response of the NE tank to demands in the system. As can be seen in the graphs below, after the I-80 crossing is added, the NE tank has a low water operating level of 25 to 25.3 feet compared to 26 feet currently. In addition, the Ricci tank level is better maintained with the crossing having a normal low water level of 31 feet as apposed to 20.5 feet currently.

Figure 5: I-80 Crossing - Northeast Tank Level

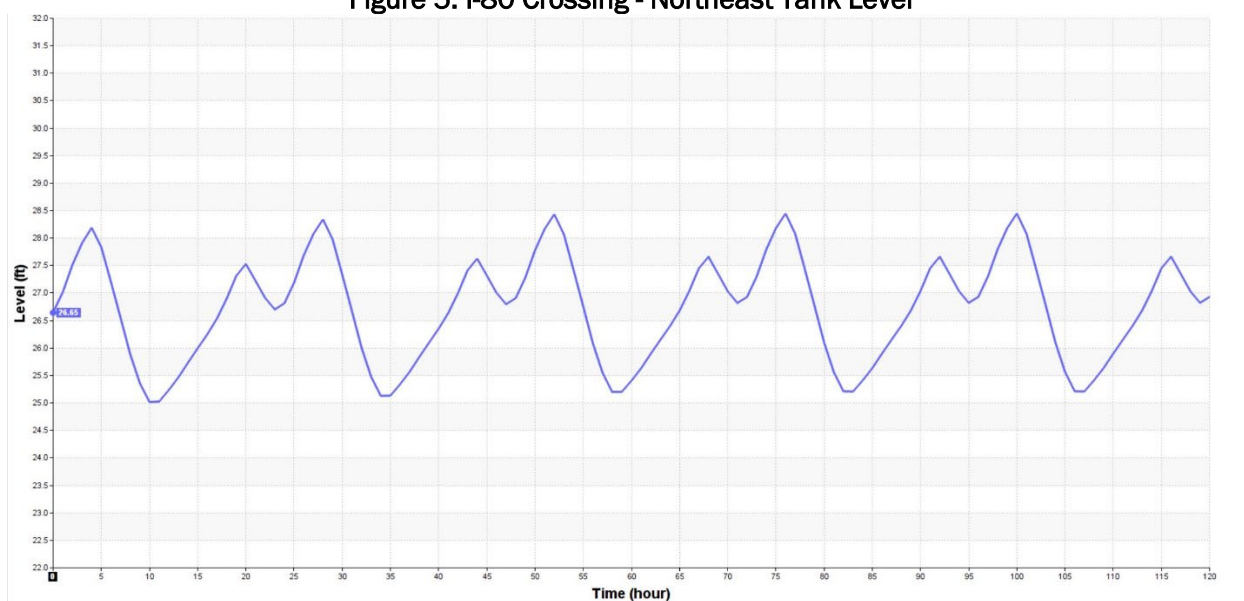


Figure 6: I-80 Crossing - Ricci Tank Level

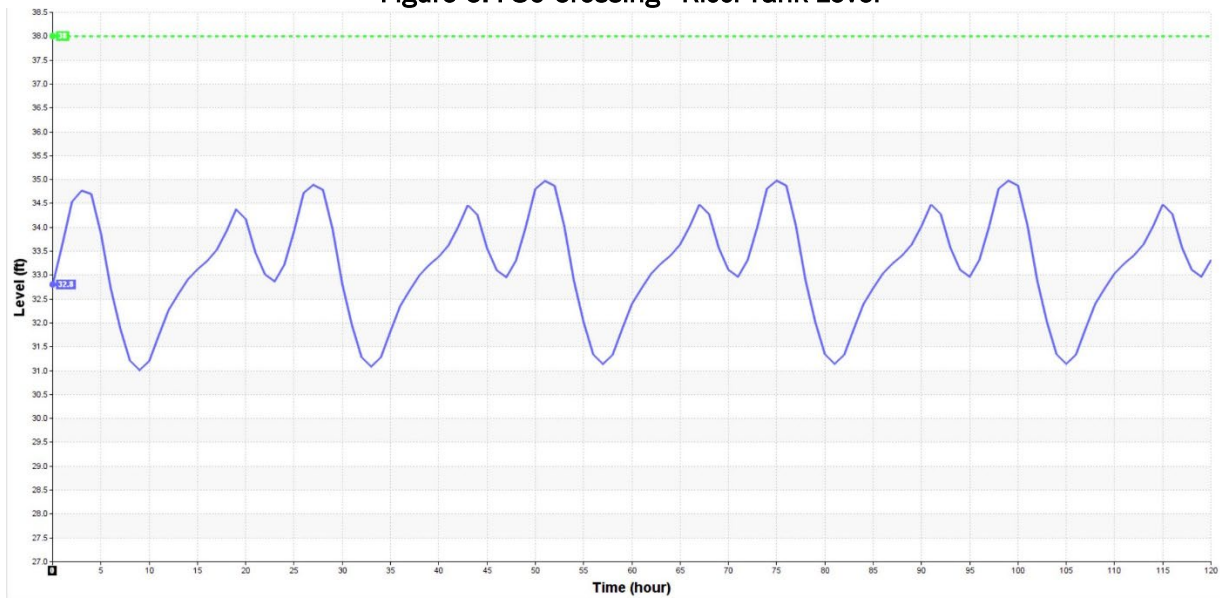


Figure 7: I-80 Crossing - Sage Tank Level

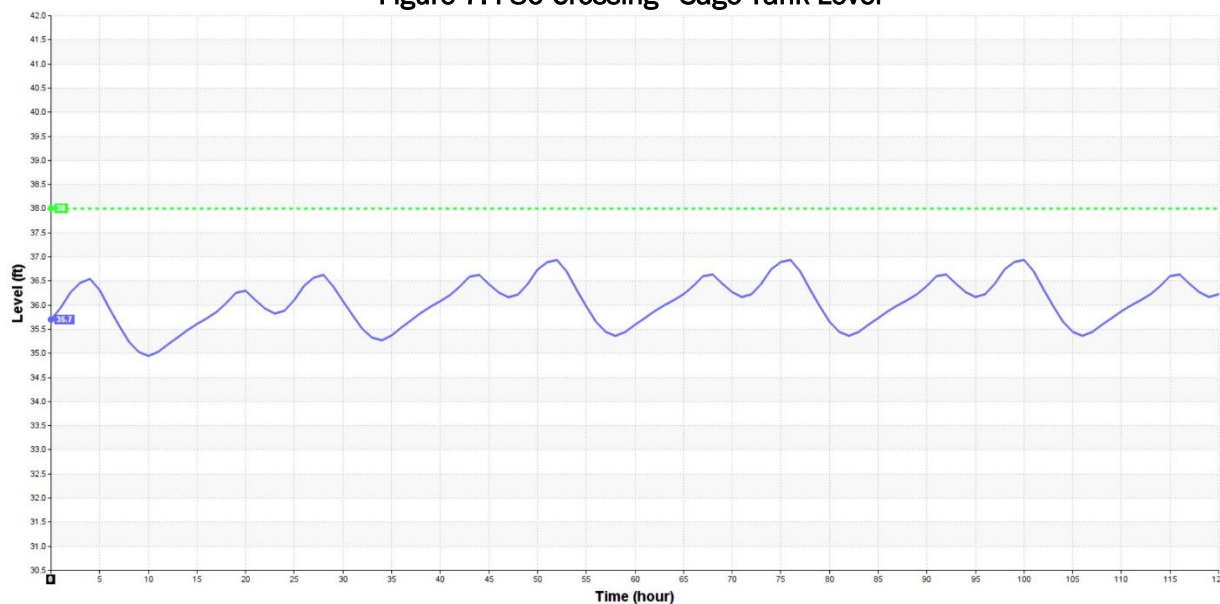
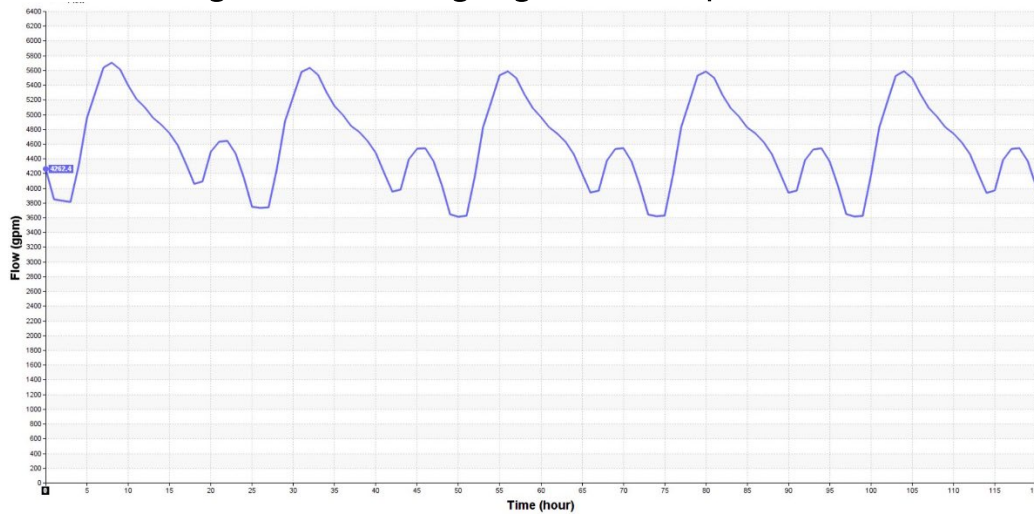


Table 2 below summarizes the data in Figures 4-6.

Table 3: I-80 Crossing Tank Level Summary

Tank Name	High Level (ft)	Low Level (ft)	Change in Water Level (ft)	Time from High to Low
Northeast Tank	28.4	25.2	3.2	6 hours
Ricci Tank	34.9	31.1	3.8	6 hours
Sage Tank	36.9	35.4	1.5	6 hours

Figure 8 below depicts a time series graph of Flow vs Time for the 120 hour simulation. Table 4 shows the total pumped water each day with a maximum and minimum hour rate.

Figure 8: I-80 Crossing - High Service Pump Station Flows**Table 4: I-80 Crossing High Service Pump Station Flow Statistics**

Maximum Pump Flow (gpm)	Minimum Pump Flow (gpm)	Average Pump Flow (gpm)	Max/Min Difference (gpm)
5,705	3,614	4,600	2,091

Footnotes:

1. Actual values may differ based on differences in day to day operations.

Capital Improvement Project Configurations

As shown above, the I-80 crossing is a significant improvement to the system. In addition, recommended Capital Improvement Project Amendments are provided below to resolve other concerns brought up by City engineering and water operations staff. The amendments are provided with model results to show the general impact on the system.

Amendment 1: Highway 50 Looping Main (CIP 12)

The Highway 50 loop main introduces a loop connection to the existing 18-inch main within Nevada Pacific Parkway and an 8-inch connection in Pepper Lane within the Desert Lakes Subdivision. The looped connection will provide redundancy to the Desert Lakes subdivision and others on the east end of Farm District Road. Currently, there are a large number of connections that are served by a single main within Farm District Road; this looping main would increase system redundancy and eliminate dead end(s). Additional loops and future development would also be able to connect to the new main. The scope of this project does not change from the recommendation provided for CIP 12 of the 2022 Water Master Plan, rather it provides a deeper look at the benefits of this project to help the City prioritize improvements. Table 3 below lists the subdivisions that would be left without water if the 18-inch main within Farm District Road Failed and the total Average Day Demand of each subdivision.

Table 5: Subdivisions affected by Farm District Road Main Failure

Existing Subdivisions		
<i>Subdivision Name</i>	<i>Number of Connections</i>	<i>Average Day Demand (GPD)</i>
Friendly 5 Village/Legacy Trails	75	20,700
Country Ranch Estates	109	30,084
Truckee River Ranch	194	53,544
Skyrdge Estates	26	7,176
Desert Lakes	1,003	276,828
TOTAL EXISTING	1,407	388,332
Future Tentative and Subdivision Maps		
<i>Subdivision Name</i>	<i>Number of Connections</i>	<i>Average Day Demand (GPD)</i>
Friendly 5 Village/Legacy Trails	338	93,288
Clements Ranch	241	66,516
TOTAL FUTURE	579	158,976
TOTAL	1,986	547,136

This project will have a minimal impact on the levels in the storage tanks; however, it is an important component in providing resilient water service to the residents living on the eastern side of the City. The following analysis assumes the I-80 crossing is installed. The graphs below show the Highway 50 loop.

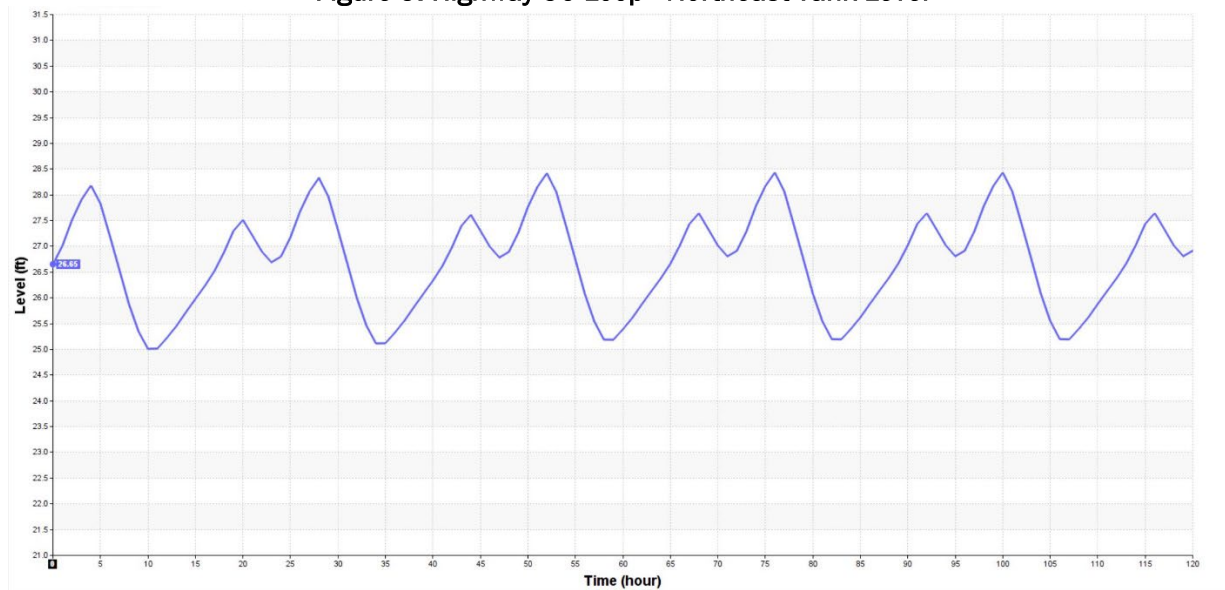
Figure 9: Highway 50 Loop - Northeast Tank Level

Figure 10: Highway 50 Loop - Ricci Tank Level

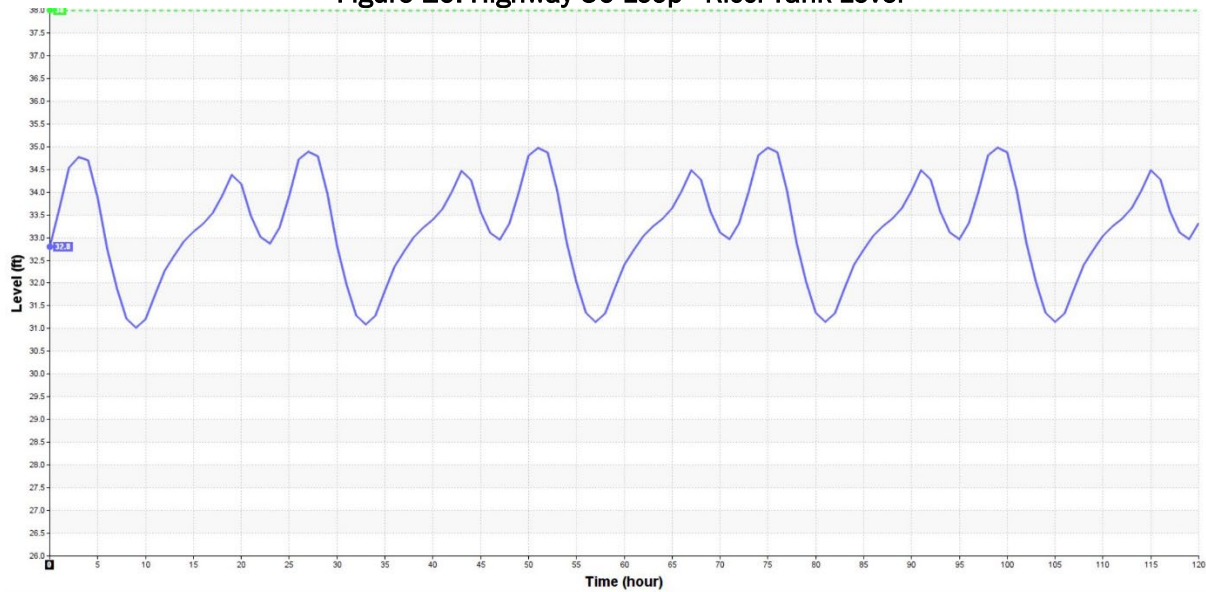


Figure 11: Highway 50 Loop - Sage Tank Level

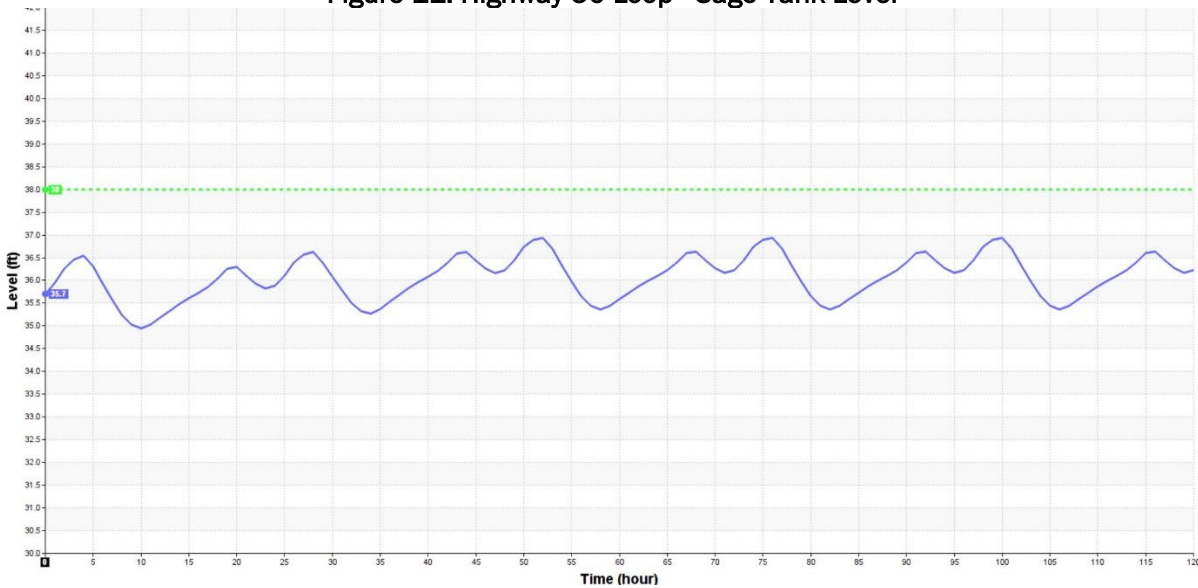
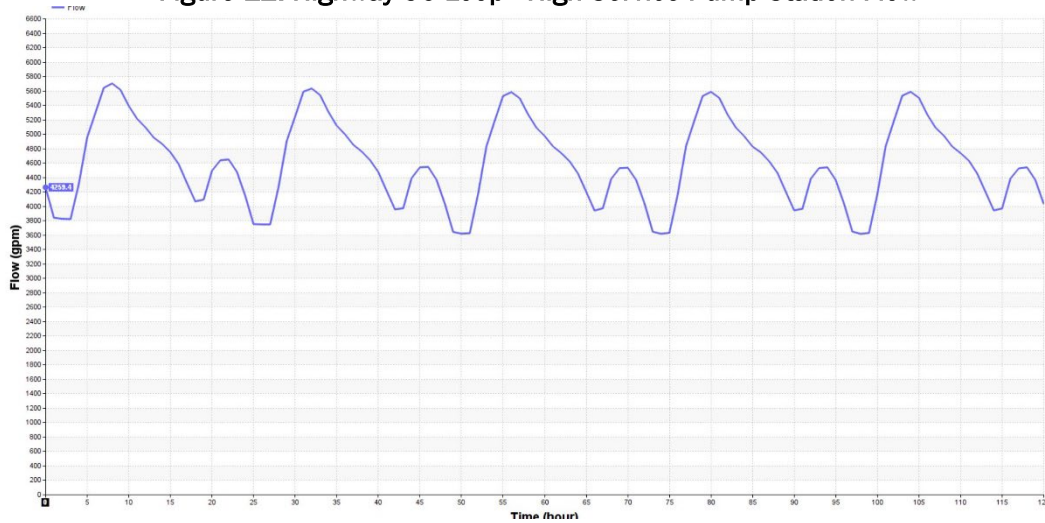


Table 3 below summarizes the data in Figures 7-9 on page 5.

Table 6: Highway 50 Crossing Tank Level Summary

Tank Name	High Level (ft)	Low Level (ft)	Change in Water Level (ft)	Time from High to Low
Northeast Tank	28.4	25.1	3.3	6 hours
Ricci Tank	35.0	31.1	3.9	6 hours
Sage Tank	37.0	35.4	1.6	6 hours

Figure 12 below depicts a time series graph of Flow vs Time for the 120 hour simulation. Table 7 shows the total pumped water each day with a maximum and minimum hour rate.

Figure 12: Highway 50 Loop - High Service Pump Station Flow**Table 7: Highway 50 Loop - High Service Pump Station Flows Statistics**

Maximum Pump Flow (gpm)	Minimum Pump Flow (gpm)	Average Pump Flow (gpm)	Max/Min Difference (gpm)
5,703	3,618	4,600	2,085

Footnotes:

1. Actual values may differ based on differences in day to day operations.

Amendment 2: Additional 1.5 MG Ricci Storage Tank

Storage within the distribution system is becoming scarce as more development is constructed within Fernley due to its location in the system, the Existing 1.5 MG Ricci Tank has the largest response to demands in the system with regards to tank level. The tank is sensitive to demands around Farm District Road and major portions of the residential neighborhoods in Central Fernley. The addition of a new 1.5 MG storage tank adjacent to the existing storage tank would increase storage capacity for this area and also allow a tank to be taken offline for periodic inspection and maintenance. Additional benefits of a new storage tank at the existing tank site are that it would alleviate the demand on the high service pump station (HSPS) during peak hour events. The HSPS flow varies throughout the day based on the tank levels. The pumps ramp up in the peak hour and level off for the rest of the day (and night during the summer) to completely fill the tanks in preparation for peak hour the next day. Lastly, adding storage at the Ricci tank site would allow the City to delay construction of the southeast storage tank previously recommended in CIP Project #17. There is sufficient land at the Ricci site to build the additional storage and this storage would be able to allow growth to continue throughout Pressure Zone #1, which encompasses most of the City. Constructing additional storage at the Ricci tank site in lieu of a new southeast storage tank would also delay the need for obtaining BLM permitting for the southeast tank site and would save significant capital improvement costs in the short term by eliminating the need to construct the tank transmission main required in Water Master Plan CIP #16.

Figure 13: Additional 1.5 MG Ricci Tank - Northeast Tank Level

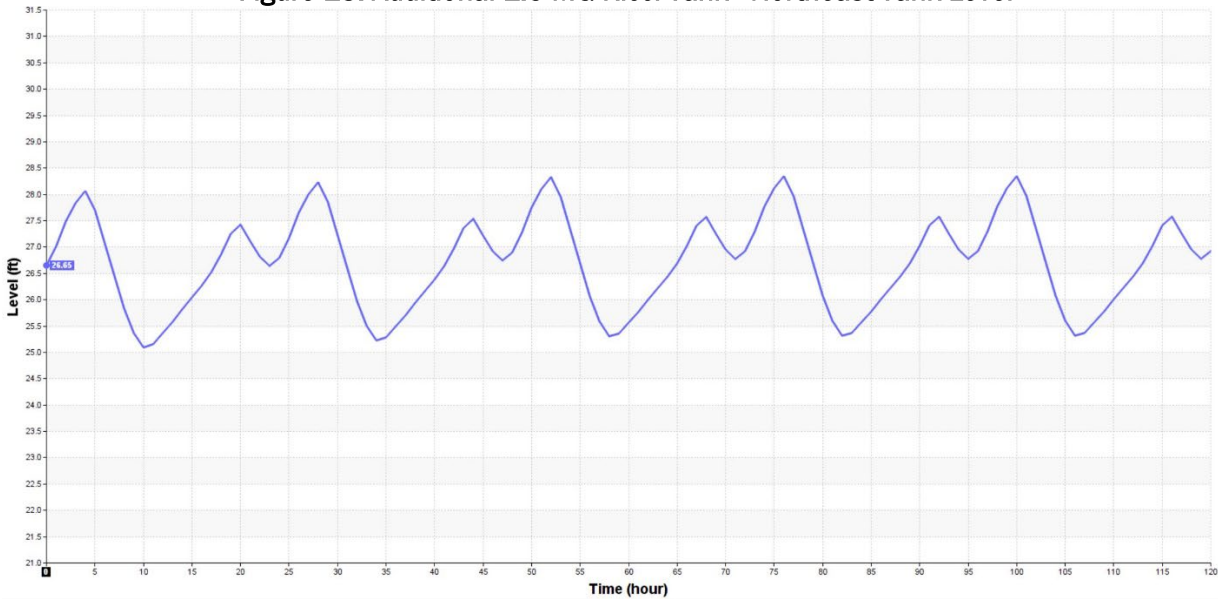


Figure 14: Additional 1.5 MG Ricci Tank - Ricci Tank Level

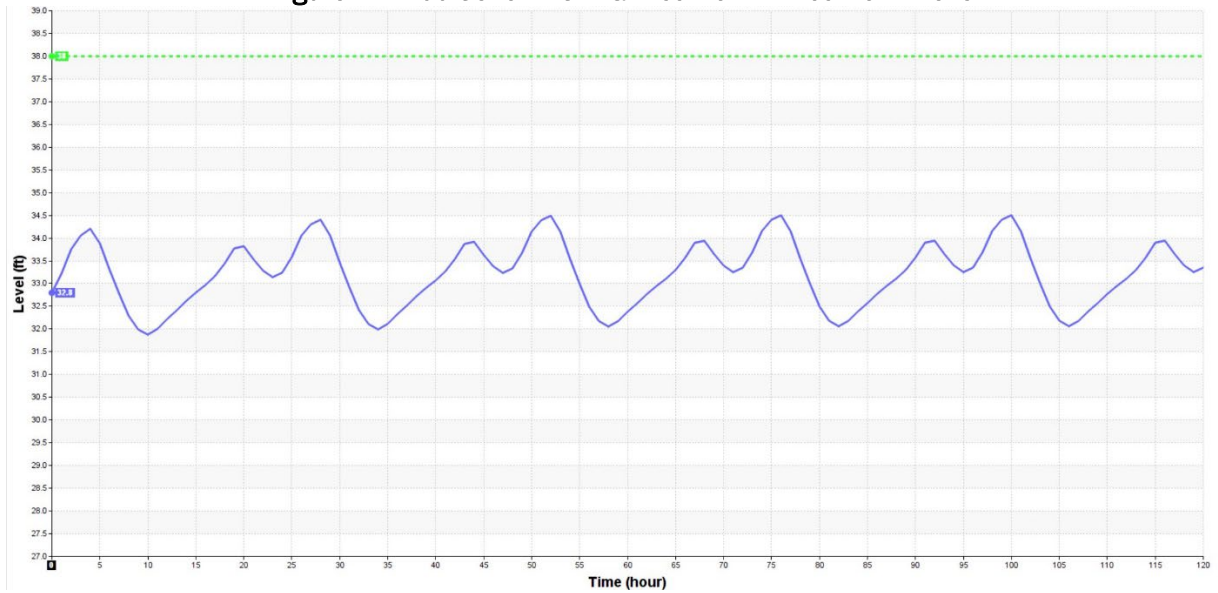


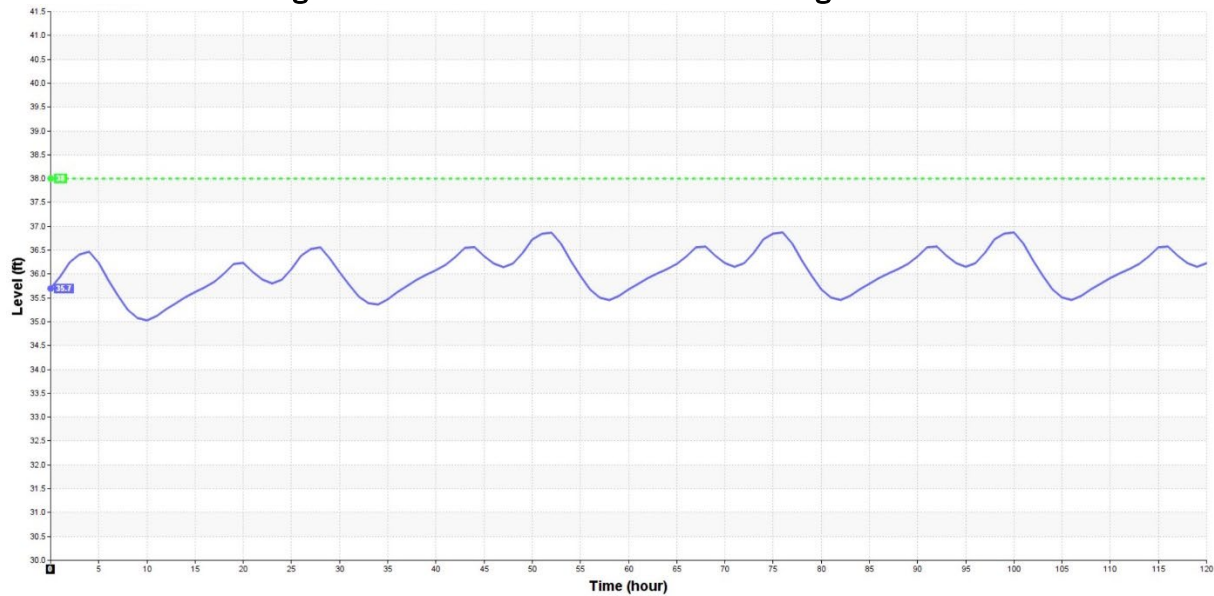
Figure 15: Additional 1.5 MG Ricci Tank - Sage Tank Level

Table 4 below summarizes the data in Figures 13-15. This data only represents the impacts of amendment #2 and assumes the other amendments/CIPs are not constructed.

Table 8: Additional Ricci Rank - Tank Level Summary

Tank Name	High Level (ft)	Low Level (ft)	Change in Water Level (ft)	Time from High to Low
Northeast Tank	28.3	25.3	3.0	6 hours
Ricci Tank	34.5	32.0	2.5	6 hours
Sage Tank	36.8	35.5	1.3	6 hours

Figure 16 below depicts a time series graph of Flow vs Time for the 120 hour simulation. Table 9 shows the total pumped water each day with a maximum and minimum hour rate.

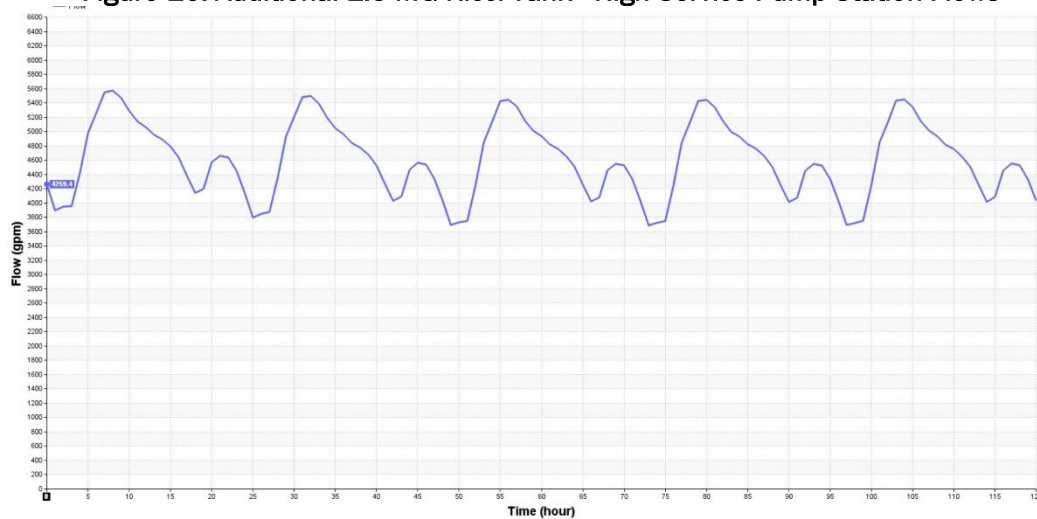
Figure 16: Additional 1.5 MG Ricci Tank - High Service Pump Station Flows

Table 9: Additional 1.5 MG Ricci Tank - High Service Pump Station Flow Statistics

Maximum Pump Flow (gpm)	Minimum Pump Flow (gpm)	Average Pump Flow (gpm)	Max/Min Difference (gpm)
5,573	3,687	4,603	1,885

Footnotes:

1. Actual values may differ based on differences in day to day operations.

Amendment 3: High Pressure Main Extension to Ricci Tank

Concern over maintaining the water level in the Ricci Tank is steadily rising as demand rises in the summer months when demand is at its peak. The Ricci Tank drops close to 5 feet as shown in Figure 2 whereas the Sage and Northeast Tanks only drop between 2 and 3 feet. Amendment 3 extends the high pressure main from upstream of the Mull Lane PRV with 30-inch ductile iron pipe approximately 6,400 lineal feet east to the existing Ricci Tank transmission main. This project will provide adequate pressure for future developments in the Farm District Road Service Area. A PRV station will be required to connect the new high-pressure main to the existing Ricci tank transmission main and would operate as a “Lag” PRV and would only open in periods of high demand. This will provide a direct connection from the HSPS to the Ricci Tank to ensure the tank level can easily be maintained and will reduce the strain on the HSPS during peak hour demand. As can be seen in Figure 18 below, the high pressure main extension keeps normal low water levels in the Ricci tank approximately 1.8 feet higher.

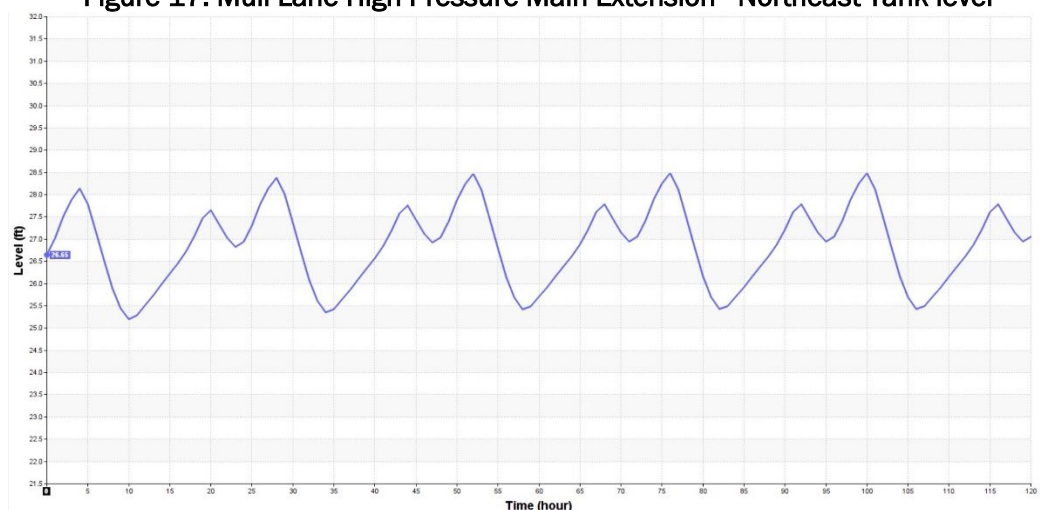
Figure 17: Mull Lane High Pressure Main Extension - Northeast Tank level

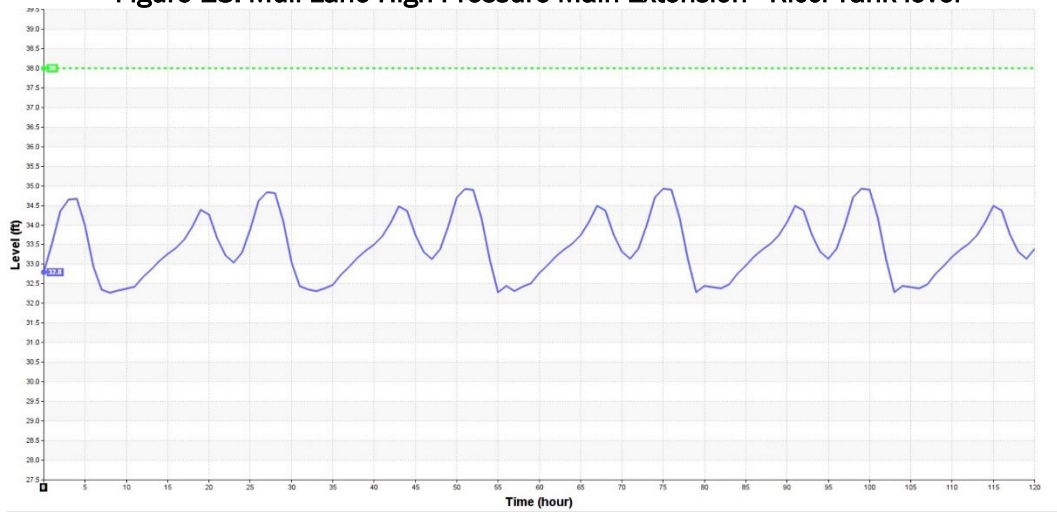
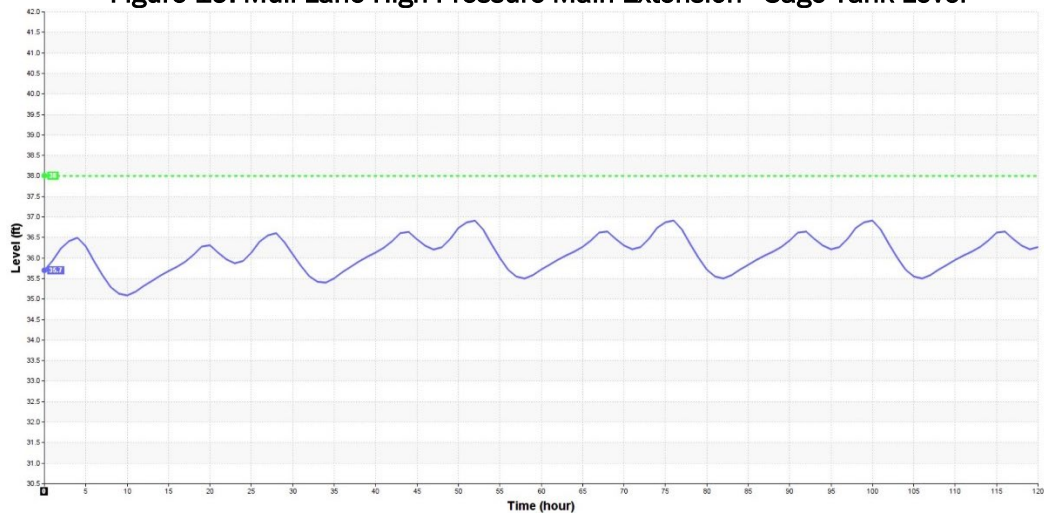
Figure 18: Mull Lane High Pressure Main Extension - Ricci Tank level**Figure 19: Mull Lane High Pressure Main Extension - Sage Tank Level**

Table 10 below summarizes the data in Figures 17-19 above. These results are standalone for the high pressure main extension and assume the other amendments/CIPs are not constructed.

Table 10: Mull Lane High Pressure Main Extension - Tank Level Summary

Tank Name	High Level (ft)	Low Level (ft)	Change in Water Level (ft)	Time from High to Low
Northeast Tank	28.5	25.4	3.1	6 hours
Ricci Tank	34.9	32.3	2.6	3 hours
Sage Tank	36.9	35.5	1.4	6 hours

Figure 20 below depicts a time series graph of Flow vs Time for the 120 hour simulation. Table 2 shows the total pumped water each day with a maximum and minimum hour rate.

Figure 20: Mull Lane High Pressure Main Extension - High Service Pump Station Flows

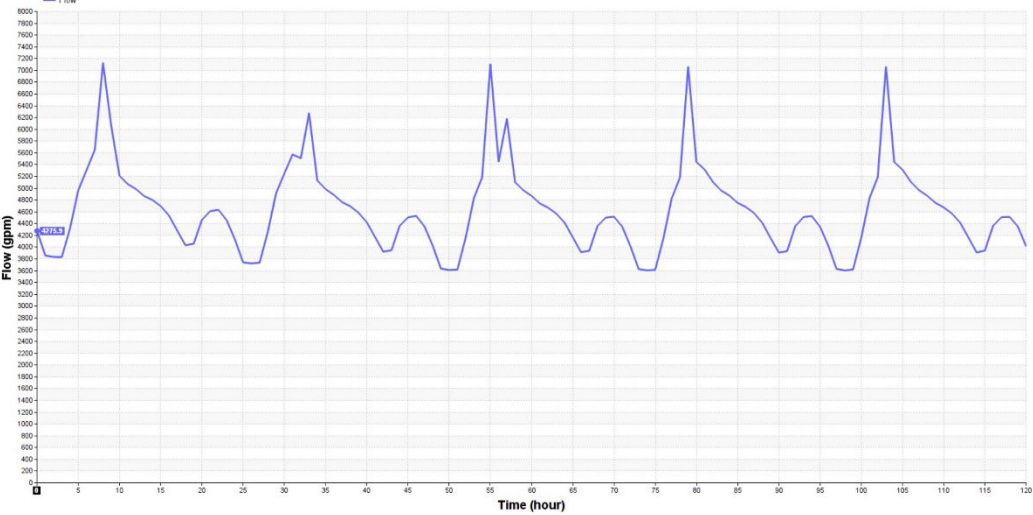


Table 11: Mull Lane High Pressure Main Extension - High Service Pump Station Flow Statistics

Maximum Pump Flow (gpm)	Minimum Pump Flow (gpm)	Average Pump Flow (gpm)	Max/Min Difference (gpm)
7,126	3,605	4,621	3,520

Footnotes:

1. Actual values may differ based on differences in day to day operations.
2. The Maximum flow value is dependent on the setting of the new PRV station to be located at the base of the Ricci Tank. For this model run the PRV was set to maintain an HGL of 4339 ft. The overflow of the Ricci Tank is ~4345 ft.

Conclusions and Recommendations

Multiple solutions have presented that some aspects of the operation of the water system will change if implemented. The general understanding of the concerns presented by City staff is storage capacity in the distribution system and hydraulic connectivity between the tanks that prevent the tanks from draining/filling at the same rate. Given the data provided, Shaw Engineering recommends three projects: 1) Interstate 80 Crossing, 2) Highway 50 Looping Main, and 3) an additional 1.5 MG Ricci Tank. These solutions will ensure that the City’s system has high hydraulic connectivity as well as redundancy between the North and South as well as East and West. A summary table providing the results of all the model runs are provided in Table 12 and 13 below for a side by side comparison of Tank and HSPS trends.

The Highway 50 looping main is the most critical project needed in terms of system reliability and there is difficulty in placing this type of project on a single developer. With the benefit to existing water customers, this project is recommended to be completed as soon as budget allows.

The I-80 crossing will have the best net benefit of getting the Northeast Tank to respond to demands in the system, however current development in the Mark IV Industrial Park will need this connection to support system expansion and fire flow for the park. Mark IV’s planning documents have also identified this project as likely necessary to develop their projects.

The additional 1.5 MG Ricci storage tank is recommended based on development trends. The City has identified a goal to provide all fire flow, emergency storage and operational storage within the distribution system storage reservoirs, as the water treatment plant tanks operate as chlorine contact

tanks. Utilizing the WTP tanks for emergency operational storage could impact chlorine residuals throughout the system and cause irregular operation of the WTP. With the requirement to maintain all system storage in the distribution system, the system only has approximately 477 ERC's remaining before additional storage needs to be built. Adding the 1.5 MG Ricci storage tank will provide the required storage for the City to serve an additional 3,579 ERC's. Assuming incremental growth continues this project is recommended to be constructed as soon as budget allows.

Table 12: Scenario Summary Table - Tank Trends

Scenario Name	Tank Name	High Level (ft)	Low Level (ft)	Change in Water Level (ft)	Time from High to Low
Existing	Northeast Tank	28.1	26.0	2.1	7 hours
	Ricci Tank	35.1	30.6	4.5	5.5 hours
	Sage Tank	37.0	35.3	1.7	6 hours
Interstate 80 Crossing	Northeast Tank	28.4	25.2	3.2	6 hours
	Ricci Tank	34.9	31.1	3.8	6 hours
	Sage Tank	36.9	35.4	1.5	6 hours
Highway 50 Looping Main	Northeast Tank	28.4	25.1	3.3	6 hours
	Ricci Tank	35.0	31.1	3.9	6 hours
	Sage Tank	37.0	35.4	1.6	6 hours
Additional 1.5 MG Ricci Tank	Northeast Tank	28.3	25.3	3.0	6 hours
	Ricci Tank	34.5	32.0	2.5	6 hours
	Sage Tank	36.8	35.5	1.3	6 hours
Mull Lane High Pressure Main Extension	Northeast Tank	28.5	25.4	3.1	6 hours
	Ricci Tank	34.9	32.3	2.6	3 hours
	Sage Tank	36.9	35.5	1.4	6 hours

Table 13: Scenario Summary Table - HSPS Stastics

Scenario Name	Maximum Pump Flow (gpm)	Minimum Pump Flow (gpm)	Average Pump Flow (gpm)	Max/Min Difference (gpm)
Existing	5,849	3,530	4,604	2,319
Interstate 80 Crossing	5,705	3,614	4,600	2,091
Highway 50 Looping Main	5,703	3,618	4,600	2,085
Additional 1.5 MG Ricci Tank	5,573	3,687	4,603	1,885
Mull Lane High Pressure Main Extension	7,126	3,605	4,621	3,520

APPENDIX A – Project Amendment Map

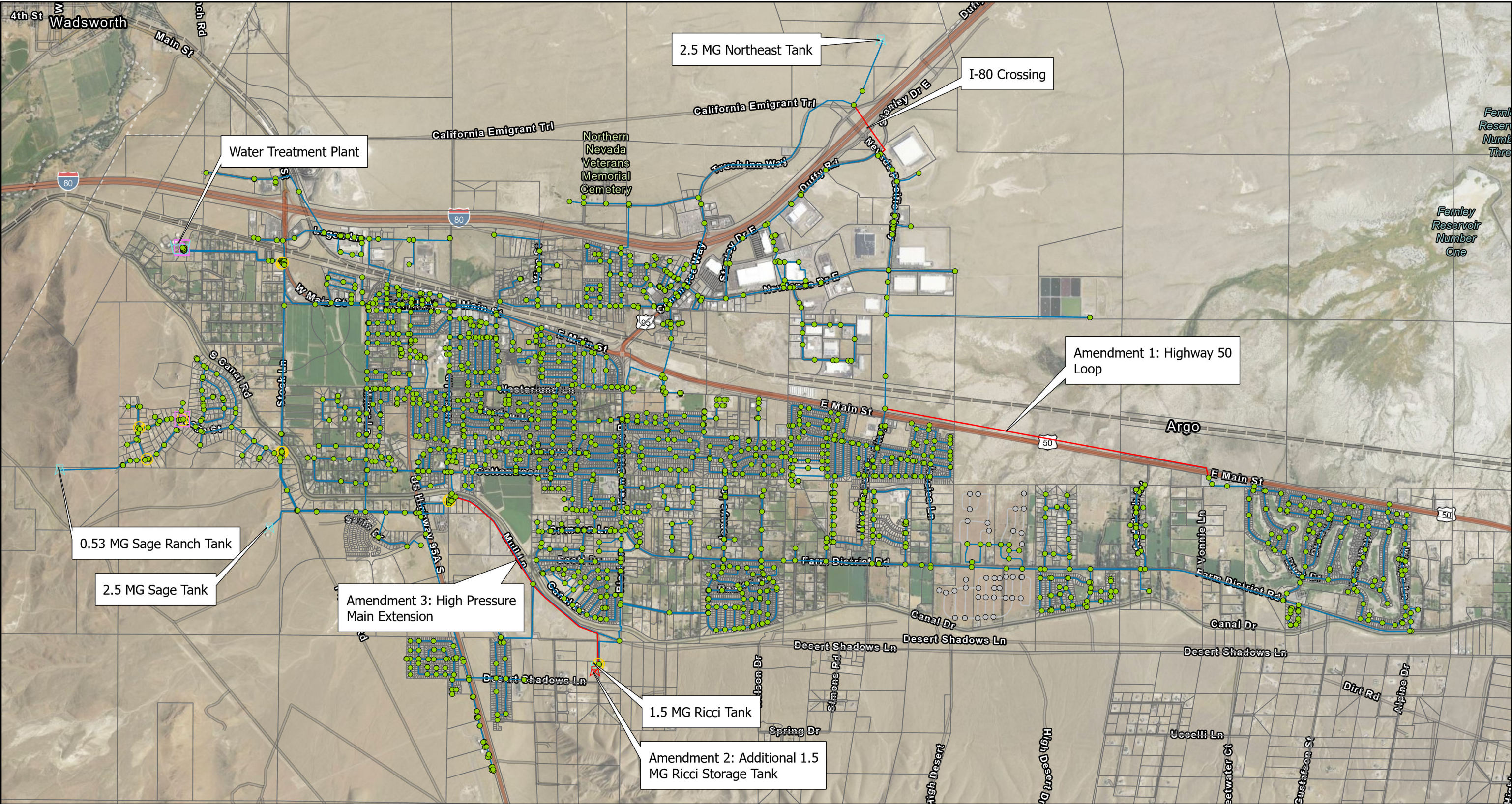


Exhibit A-1: Project Amendments

Legend

Junction

- Inactive
- Active

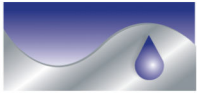
Type

- Active
- Inactive

Domain

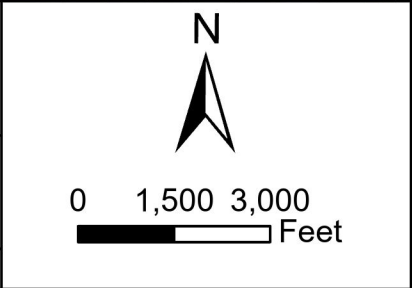
- Domain
- Inactive

<All other values>



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APPENDIX B – COST ESTIMATES

Prepared By



City of Fernley				
CIP Amendment Technical Memorandum: I-80 Crossing				
Description	Qty	Unit	Unit Cost	Cost
14-Inch C900 PVC Main	1600	LF	\$ 225.00	\$ 360,000.00
Jack and Bore	615	LF	\$ 500.00	\$ 307,500.00
NDOT Permit Coordination	1	EA	\$ 30,000.00	\$ 30,000.00
Hot Taps/Tie-Ins	2	EA	\$ 20,000.00	\$ 40,000.00
Pavement Patching	1	LS	\$ 75,000.00	\$ 75,000.00
Traffic Control	1	LS	\$ 50,000.00	\$ 50,000.00
Subtotal				\$ 812,500.00
Mobilization/Demobilization	10%	LS	-	\$ 81,250.00
Design	10%	LS	-	\$ 81,250.00
Construction Management	10%	LS	-	\$ 81,250.00
Contingency	15%	LS	-	\$ 121,875.00
Total				\$ 1,178,125.00

Prepared By



City of Fernley				
CIP Ammendment Technical Memorandum: Highway 50 Looping Main				
Description	Qty	Unit	Unit Cost	Cost
18-Inch C900 PVC Main	12,800	LF	\$ 275.00	\$ 3,520,000.00
Jack and Bore	140	LF	\$ 500.00	\$ 70,000.00
NDOT Permit Coordination	1	LS	\$ 30,000.00	\$ 30,000.00
Hot Taps/Tie-Ins	2	EA	\$ 20,000.00	\$ 40,000.00
Isolation Valves	26	EA	\$ 6,000.00	\$ 156,000.00
Subtotal				\$ 3,816,000.00
Mobilization/Demobilization	10%	LS	-	\$ 381,600.00
Design	10%	LS	-	\$ 381,600.00
Construction Management	10%	LS	-	\$ 381,600.00
Contingency	15%	LS	-	\$ 572,400.00
Preliminary Estimate of Probable Costs				\$ 5,533,200.00

Prepared By



City of Fernley				
CIP Amendment Technical Memorandum: Additional 1.5 MG Ricci Tank				
Description	Qty	Unit	Unit Cost	Cost
Foundation and Site Preparation	1	EA	\$ 200,000.00	\$ 200,000.00
Yard Piping and Valve Vault	1	LS	\$ 95,000.00	\$ 95,000.00
1.5 MG Welded Steel Storage Tank	1500000	Gal	\$ 0.55	\$ 825,000.00
Interior Blasting and Coating	1	LS	\$ 500,000.00	\$ 500,000.00
Exterior Blasting and Coating	1	LS	\$ 255,000.00	\$ 255,000.00
Site Improvements	1	LS	\$ 125,000.00	\$ 125,000.00
Fencing	1	LS	\$ 35,000.00	\$ 35,000.00
Telemetry and SCADA System	1	LS	\$ 40,000.00	\$ 40,000.00
Subtotal				\$ 2,075,000.00
Mobilization/Demobilization	10%	LS	-	\$ 207,500.00
Design	10%	LS	-	\$ 207,500.00
Construction Management	10%	LS	-	\$ 207,500.00
Contingency	15%	LS	-	\$ 311,250.00
Preliminary Estimate of Probable Costs				\$ 3,008,750.00

Prepared By



City of Fernley				
CIP Amendment Technical Memorandum: Mull Lane High Pressure Main Extension				
Description	Qty	Unit	Unit Cost	Cost
30-Inch DIP	6400	LF	\$ 425.00	\$ 2,720,000.00
Isolation Valves	7	EA	\$ 12,000.00	\$ 84,000.00
Pressure Reducing Valve	1	EA	\$ 100,000.00	\$ 100,000.00
Hot Taps/Tie-Ins	2	EA	\$ 20,000.00	\$ 40,000.00
SCADA and Telemetry	1	LS	\$ 35,000.00	\$ 35,000.00
Electrical Service	1	LS	\$ 50,000.00	\$ 50,000.00
Subtotal				\$ 3,029,000.00
Mobilization/Demobilization	10%	LS	-	\$ 302,900.00
Design	10%	LS	-	\$ 302,900.00
Construction Management	10%	LS	-	\$ 302,900.00
Contingency	15%	LS	-	\$ 454,350.00
Preliminary Estimate of Probable Costs				\$ 3,786,250.00

**CITY OF FERNLEY
DEPARTMENT OF PUBLIC WORKS**

**2022
Water Master Plan**

FERNLEY, LYON COUNTY, NEVADA

DECEMBER 2022

PREPARED FOR:

THE CITY OF FERNLEY, NEVADA

595 Silver Lace Boulevard
Fernley, Nevada 89408

PREPARED BY:

SHAW ENGINEERING

20 VINE STREET
RENO, NEVADA 89503
(775) 329-5559

**CITY OF FERNLEY
2022 WATER MASTER PLAN**

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SECTION 1

EXECUTIVE SUMMARY

1.0 EXECUTIVE SUMMARY

The City of Fernley has contracted *Shaw Engineering* to compose this *2022 Water Master Plan* as an update to the *2008 Water Master Plan previously completed by TRC Engineers, Inc.* This *Water Master Plan* utilizes the (1) *2018 Comprehensive Master Plan*, (2) *2019 Water Resources Master Plan*, (3) *Water Rate Study Technical Memorandum*, and (4) *Water Treatment Plant Expansion Study*. The *2022 Water Master Plan Update* was developed to aid the City in water resource management and capital improvement planning crucial to maintain the system and accommodate the City's expected growth.

1.1 Existing and Planned Service Area

The City of Fernley Boundary is shown in Exhibit 1. The existing service area currently covers approximately 14 square miles of the City's 129 square mile boundary, with varying elevations of 4,100 feet to 4,500 feet. The planned build-out service area covers approximately 18 square miles.

1.2 Growth and Water Demand

The population of the City of Fernley service area has experienced fluctuating increases since 2008. During the development of the previous water master plan, the City was at the end of a period of significant growth with the onset of the Great Recession starting in 2008. Between 2005 and 2011 the City of Fernley experienced a 71.8% increase in population. As the growth and development within Fernley tapered off throughout the Great Recession, the population of Fernley has been increasing at a relatively steady rate since 2011 at approximately 1.21%. This change in growth rate meant many of the preparations made to the City's water system before 2008 have allowed it to accommodate the moderate growth without major improvements.

The City of Fernley *2008 Water Master Plan* reported the City's annual maximum day demand (MDD) occurred in July 2006 with a demand of 10 million gallons per day (MGD) with an estimated service population of 6,920 customers. Between rate changes and construction water use, the City has since experienced MDDs of 5 to 6.5 MGD.

Based on the *2018 Comprehensive Master Plan* and associated land use designations, the maximum build-out of Single Family, Mixed, and Multi-Family land use would be 51,520 dwelling units. Maximum build-out is calculated using the maximum number of dwelling units per acre multiplied by the acreage available. As of July 2018, the City had 7,087 dwelling units. No timeline has been assumed for the build-out of the City of Fernley. Build-out of the known tentative maps provides a reasonable gauge for water infrastructure planning and, based on recent growth rates, provides a planning horizon beyond 20 years for this master plan update.

1.3 Water Resources

The City of Fernley currently operates six groundwater wells as a source of drinking water supply: Well 4, Well 9, Well 9A, Well 11, Well 13, and Well 14. The firm production capacity of the wells is 6,010 GPM (8.65 MGD). Although the firm pumping capacity is stated as 8.65 MGD the current total peak production capacity is estimated at 12.33 MGD, assuming all well pumps are operating 24 hours a day as discussed in the *2019 Water Resources Master Plan*. Additional groundwater is managed by the City of Fernley for irrigation of Desert Lakes Golf Course. In total, the City has approximately 8,900 acre-feet annually (AFA) of groundwater rights in the Fernley Hydrographic Area and 2,100 AFA of groundwater in the Brady's Hot Springs Hydrographic Area. The city is also the owner of record of approximately 9,700 AFA of surface water rights from the Truckee River under Claim No. 3 of the Orr Ditch Decree. Although the City is in the planning stages of

delivering surface water to its system and connecting Brady's Hot Springs water; only groundwater in the Fernley Hydrographic Area is currently being utilized for the community public water system. As discussed in the *2019 Water Resources Master Plan* the characteristics of the City's surface water and the lack of any production wells in Brady's Hot Springs hydrographic basin mean the City needs to continue to work diligently to protect and develop these critical resources.

1.4 Water Rates

Prior to the 2008 Water Master Plan, the City increased monthly rates and significantly increased connection fees for new services. The connection fee increases were coupled with issuing significant bonds. The bonds were utilized to fund both the construction of the Water Treatment Plant (WTP) for arsenic treatment as well as the expansion of the system to accommodate the record growth the City was experiencing. Once the Great Recession took a devastating toll on development (and new connections) in the City; existing customers were saddled with increased rates to cover bond debt payments owed by the City's Water Enterprise Fund. The City continues to update rate studies with the most recent one completed in September 2021.

1.5 Groundwater Treatment

On July 20th, 2009, the construction of the City's water treatment plant was completed with an average operating volume of four to six million gallons per day and a tentative maximum operating capacity of 20 MGD, and an expansion capacity of 30 MGD when needed in the future. In 2009 the Environmental Protection Agency mandated the maximum contaminant level (MCL) of arsenic in drinking water be limited to 10 parts per billion (ppb). With arsenic levels in Fernley ranging from 20 to 40 ppb; the City of Fernley Water Treatment Plant (WTP) came online in 2009. The WTP utilized coagulation, sedimentation, and microfiltration to treat groundwater to <2 ppb. The WTP has the capacity to treat up to 20 MGD of groundwater.

1.6 Future Surface Water Treatment

The WTP was originally developed with the option to treat both groundwater and surface water. Expanding the WTP to treat surface water would reduce the pumping stress on all 6 of the groundwater wells and expand the capacity of the system to serve up to a total of 27,432 ERCs compared to the existing capacity of 10,256 ERCs (limited by groundwater pumping capacity). Some infrastructure modifications are required at the plant for the treatment of surface water. Once surface water modifications are completed, the plant will have the capacity to treat up to 30 MGD of combined surface water and groundwater (15 MGD surface water only, estimated). The City is currently under construction on the surface water conveyance pump station and pipeline from the Truckee Canal to the plant. The City is also in the preliminary planning/design phases for the required plant modifications. Pilot testing is scheduled to begin in 2022. The treatment plant has a build-out capacity of 30 MGD.

1.7 Existing System Conditions

The existing water system is currently in satisfactory condition with a majority of the system less than 35 years old; however, there are still concerns with portions of the city's water distribution system.

1. Groundwater pumping effects on the water table and confined aquifer levels.
2. Groundwater production is limited with little redundancy due to the amount and capacity of the pumps. This leaves very little time for maintenance and rest periods as production needs to occur 23-24 hours a day during peak demand.
3. Water storage capacity is limited. There are currently four storage tanks online.

4. Below satisfactory pressures at higher elevations.
5. Aging Wells 9 and 9A.
6. Aging Northeast Booster Pump Station.
7. Dead-end and aging distribution system mains.

1.8 Capital Improvements

Due to significant infrastructure projects being completed between 2007 and 2010 (see Section 2.4), limited recent major capital improvements have been completed. As the City looks forward, capital improvements will be needed to both maintain existing infrastructure as well as accommodate anticipated growth/development. Projects to maintain the system will include projects such as meter replacements, redundant system storage, looping of dead-end lines, main replacements, and well rehabilitation. Projects to accommodate growth will include main extensions, pressure regulating stations, additional system storage, and new booster pump stations. This *Water Master Plan* lays out water resource and infrastructure projects to maintain infrastructure and accommodate future growth. The improvements are based on the City's understanding of existing infrastructure as well as planning and water modeling using growth projections presented in the *2018 Comprehensive Master Plan*. A summary of the recommended capital improvement projects is located in Table 1.1 along with their schedule and estimated cost at present value. The proposed projects and estimated costs are presented conceptually. It is assumed all proposed projects are feasible; however, no surveying or field investigations were performed to verify the feasibility of the proposed projects. Some recommended capital improvement projects contain 2 options in which the more feasible option was used in the yearly and total cost estimate. Individual cost estimates are also presented for reference.

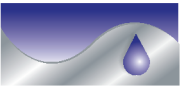
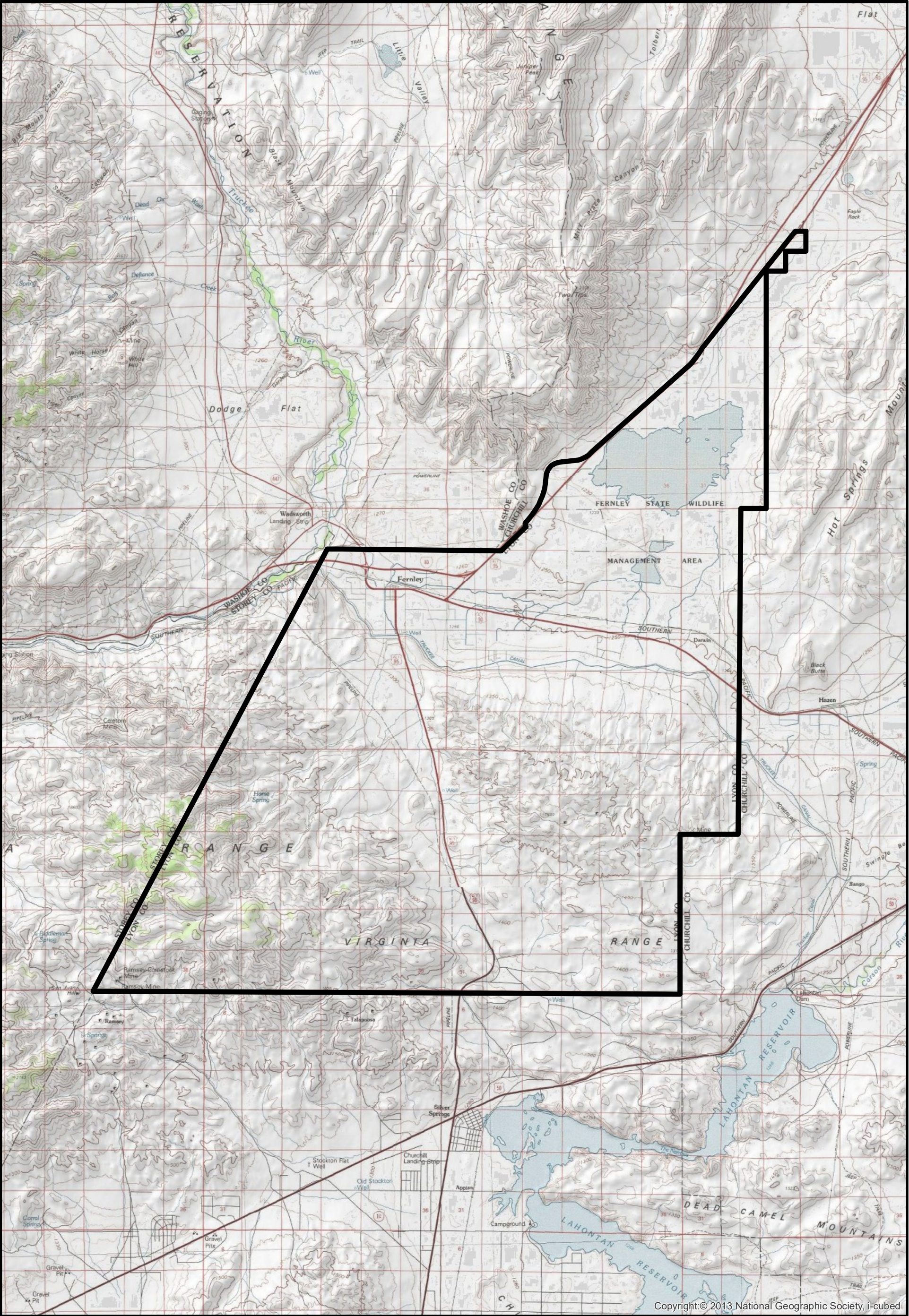


Table 1.1: Proposed City of Fernley Capital Improvement Projects

Project	Date Recommended	Purpose	Cost Estimate
Project 1 – EWWTP Fire Line and Potable Water Main	2021 (completed)	System Expansion	\$765,325
Project 2 – Cottonwood Lane Water Main Extension*	2022 (Under Construction)	System Efficiency	\$525,312
Project 3 – Fixed Base Meter Reading*	2022-2025 (budgeted)	Administration and Billing	\$2,633,500
Project 4 – WTP Surface Water Pump Station and Intake	23-24 (In Progress)	Production	\$5,282,032
Project 5 – Water Resource Investigation – Brady Hot Springs	23-24	Production & Growth	\$50,000
Project 6 – General Well Improvements (Multiple Sites)	24-25	System Maintenance	\$231,250
Project 7 – WTP Treated Water Reservoir	24-25 (Under Design)	Storage	\$2,192,044
Project 8 – WTP Improvements for Treatment of Surface Water	24-25	Production	\$5,460,000
Project 9 – Northeast Tank – Nevada Pacific Parkway Connection Main	25-26	System Redundancy & Growth	\$976,500
Project 10A – NE BPS and Well 9/9A Improvements**	25-26	System Efficiency & Maintenance	\$1,104,175
Project 10B - NE BPS and Well 9/9A Improvements**	25-26	System Efficiency & Maintenance	\$1,319,500
Project 11 – US-95A Booster Pump Station**	26-27	System Deficiency (Low Pressure)	\$1,290,500
Project 12 – Highway 50 Looping Main	26-27	Looping/Redundancy	\$5,059,840
Project 13 – Logan Lane to Vine Street Loop (Development Driven)	27-28	Looping/Redundancy	\$817,740
Project 14 – Mull Lane High-Pressure Transmission Main and PRV	27-28	System Growth	\$3,900,150
Project 15 – Brady Hot Springs Well	27-28	System Redundancy & Growth	\$9,471,000
Project 16 – Desert Shadows Lane Transmission Mains and PRV	27-28	System Growth	\$6,577,875
Project 17 – Southeast Tank and Transmission Main	27-28	Storage	\$5,124,600
Project 18 – US-95A Booster Pump Station and Transmission Main**	27-28	System Deficiency (Low Pressure)	\$4,049,765
Fiscal Year 2022-2023 Sub-Total			\$775,312
Fiscal Year 2023-2024 Sub-Total			\$5,582,032
Fiscal Year 2024-2025 Sub-Total			\$8,133,294
Fiscal Year 2025-2026 Sub-Total			\$3,650,175
Fiscal Year 2026-2027 Sub-Total			\$6,475,340
Fiscal Year 2027-2028 Sub Total			29,941,130
TOTAL ALL PROJECTS			\$54,557,284

*In Progress

**Indicates similar project with alternative options for improvement

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2.0 INTRODUCTION

2.1 Purpose

The basis of the City of Fernley *2022 Water Master Plan* is (1) the *2018 Comprehensive Master Plan*; (2) the *2019 Water Resources Plan*; (3) the *2021 City of Fernley Water Rate Study Technical Memorandum*; and (4) the *2016 Water Treatment Plant Expansion Study*. The purpose of this *2022 Water Master Plan* is to aid the City in water resource management and introduce system improvements necessary to maintain the system, increase reliability and provide for the future needs of the system through the year 2040. This report provides an update of the *2008 Water Master Plan* prepared for the City of Fernley.

2.2 Water System Overview

The City of Fernley Public Works Department's Water Distribution and Treatment Divisions operate and manage the water system for the City of Fernley. The City's current Water system covers approximately 14 square miles. The City of Fernley Public Water System is permitted through the Nevada Division of Environmental Protection, Bureau of Safe Drinking Water as a community water system with water system ID NV0000062.

The City's potable water is provided via six groundwater wells located throughout the city. In the near future, the city plans to expand its Water Treatment Plant for the treatment of surface water from the Truckee River (via the Truckee Canal). Construction of the City of Fernley Water Treatment Plant in 2009 aided in achieving a goal concentration of arsenic of fewer than 10 parts per billion (ppb) in all drinking water as set by the Environmental Protection Agency. The Water Treatment Plant has a current operating capacity of 20 MGD, and an ultimate expansion capacity of 30 MGD to treat groundwater and surface water.

2.3 Planning Area

The City of Fernley boundary is shown in Exhibit 1. Elevations vary from 4050 feet to 7200 feet, with the majority of the developable land located between 4100 and 4500 feet. The *2018 Comprehensive Master Plan* covers approximately 128 square miles within the city boundary and details land use designations for each parcel (0).

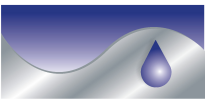
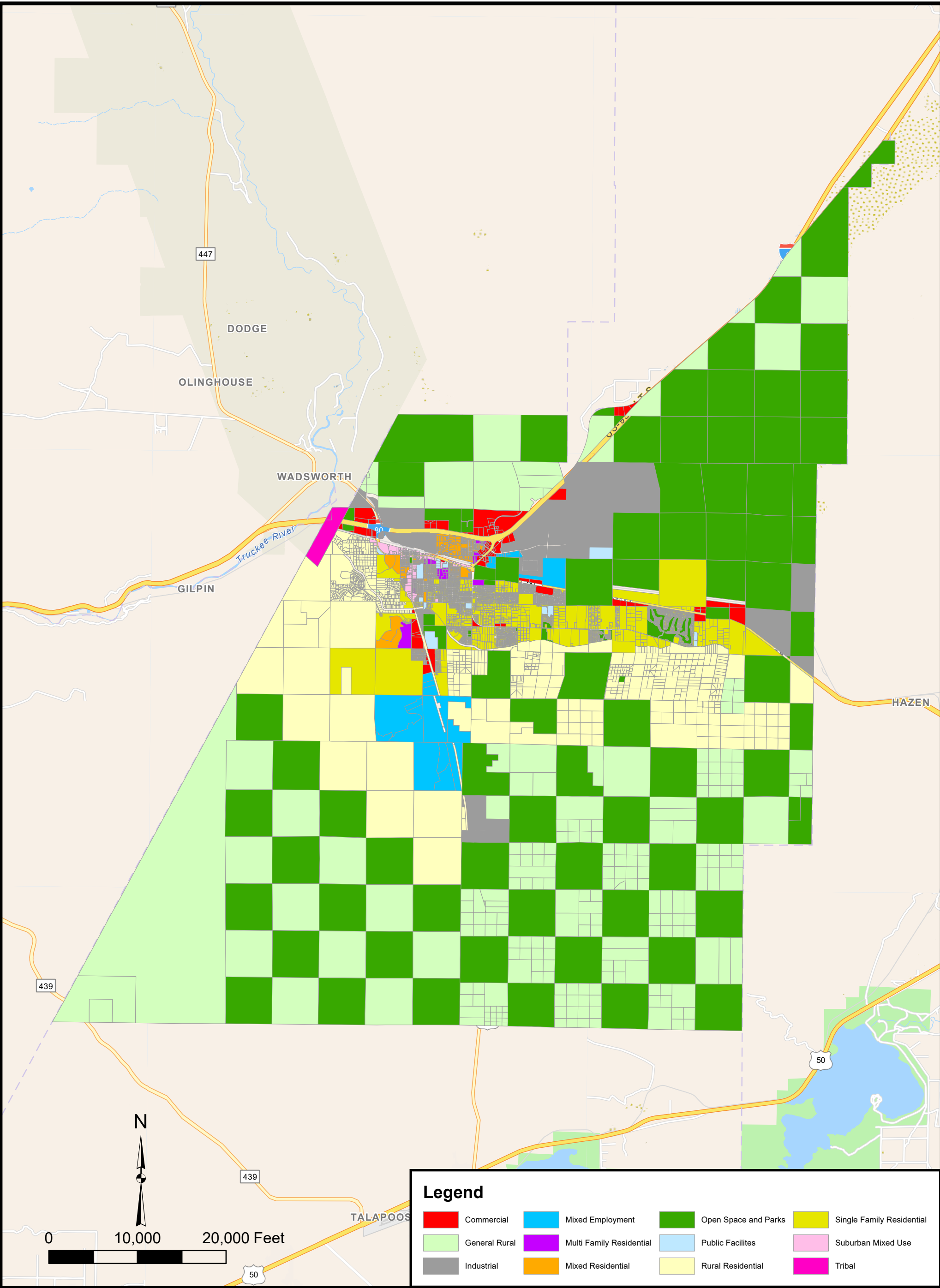
The *2018 Comprehensive Master Plan* established land use categories and a land use map within the City of Fernley boundary as a general guide for growth. Some of the categories will require very little water; for example, the rural residential lands with less than one dwelling unit per acre and no planned City services (large acreage development areas presumed to be served by domestic wells). This master plan provides planning and recommendations for residential land with densities greater than one dwelling unit per acre as well as parcels with land use designations of commercial or industrial.

As mentioned in the *2018 Comprehensive Master Plan* the city wants to encourage infill development while expanding municipal services in a reasonable and orderly fashion. Both infill and future development areas were analyzed for build-out in the water master plan. The infill development will generally occur in Central Fernley and Farm District Road future development areas. In addition to the future development in the infill areas, the *2018 Comprehensive Master Plan* finds three major future development areas and one special planning area. Infill areas, future development areas, and special planning areas are summarized in Table 2.1 with proposed uses. Locations of the development areas are detailed in 0.

Table 2.1: City of Fernley Infill Development, Future Development, and Special Planning Areas

Name of Area	Description and Uses
Infill Development	
Central Fernley	• Largely Commercial (C), Mixed Residential (MR), and Multi-Family Residential (MFR) Areas • Some Industrial (I) • Approximately 3,500 Acres • North-South circulation constraints due to railroad • Employment Center • Utilities available, looping issues • High-Density Housing around existing City of Fernley commercial core
Farm District Road	• Largely Single Family Residential (SFR) and Rural Residential (RR) Areas • Approximately 3,100 Acres • Utilities available, looping issues • North-South circulation constraints due to canal • Mild slopes • Mixed with agricultural and rural-type neighborhoods
Future Development	
North Fernley	• Largely Undeveloped Open Space and Parks (OSP); and General Rural (GR) Areas • Approximately 6,000 Acres • Mild slopes and physical constraints • Employment Center • High-Density Housing • Close to existing City of Fernley commercial core
South Fernley	• Largely Undeveloped Open Space and Parks (OSP); and Rural Residential (RR) Areas • Approximately 10,000 Acres • Minimal infrastructure improvements • Steep slopes • Larger estates • Water and wastewater not planned (domestic wells)
Southwest Fernley	• Largely Rural Residential (RR) • Some Single Family Residential (SFR), Commercial (C), Mixed Residential (MR), Multi-Family Residential (MFR), and Industrial (I) • Approximately 11,000 acres • Highest potential for development • Limited access to major transportation routes • Mixed mild and steep slopes • BC Ranch, the largest tentative development
Special Planning	
Stock Lane	• Rural Residential Area (RR) • Minimum lot size of 2 acres • Low-Density rural housing • Mild slopes

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2.4 Recent Major System Improvements

Prior to the 2008 Water Master Plan, multiple system expansion projects were in the planning and construction phases. These projects were developed to both bring the water treatment plant online as well as accommodate growth. Many of the recommended improvements in the 2008 water master plan have been completed along with various other improvements throughout the system; see the below list of recent major system rehabilitation and expansion projects:

1. 2022: 2.5 MG Sage Tank Interior and Exterior Recoat
2. 2021: EWWTP 10" Main Extension for Fire and Potable Service
3. 2020: Ricci and Cottonwood Canal Waterline Crossing Rehabilitation
4. 2019: Hardie Lane Water Main Replacement
5. 2017: NE Tank Interior/Exterior Recoat Project
6. 2012: Blend Tank Interior Recoat Project
7. 2010: Water Master Plan Project 12 – Wells 9 and 9A Transmission Main (NE Booster to Well 14)
8. 2009: 20 MGD City of Fernley Water Treatment Plant
9. 2009: Water Conveyance Infrastructure Project 9 – 2.5 MG Raw Water Tank and Piping
10. 2009: Water Conveyance Infrastructure Project 4 – Wells 4 & 11 Connections
11. 2009: Water Conveyance Infrastructure Project 3B – Truckee Canal Crossing (at Stock Lane)
12. 2008: Water Conveyance Infrastructure Project 3A-Stock Lane and Sage Street
13. 2008: Water Conveyance Infrastructure Project 2B – Well 13 to Mesa Drive
14. 2008: Water Conveyance Infrastructure Project 1B – Logan Lane to Mesa Drive Wells 14 and 9/9A Tie-In
15. 2008: Water Conveyance Infrastructure Project 1A – Mesa Drive Raw Water and Treated Water
16. 2007: Mesa Drive Water Main Extension

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SECTION 3

WATER SYSTEM FACILITIES

3.0 WATER SYSTEM FACILITIES

3.1 General

The following section summarizes the existing major facilities owned and operated by the City of Fernley Public Works Department. A map of the existing water system, including distribution piping location and size, existing groundwater production wells, and existing tanks is shown in Exhibit 3. Note that raw water transmission mains are not depicted.

3.2 Definitions

The following definitions are provided to clarify terms used throughout the *2022 Water Master Plan*:

Equivalent Residential Connection (ERC): Also known as a residential customer connection, this is the unit in which the City assesses water rights dedication and will-serves. One single-family residential connection represents one ERC; the industrial and commercial customer who has a water demand 10 times higher than that of a single-family residential connection would be allocated 10 ERCs. In terms of water quantity, one EDU is equivalent to 1,000 gallons per day (gpd). Or 1.12 acre-feet annually (AFA).

Groundwater: A water source pumped from groundwater wells.

Groundwater Collection Main: Also known as “Raw Water Main”, a water main specific to the groundwater collection system, and conveys untreated/non-potable water.

Groundwater Collection System: Pressurized conveyance system that collects and conveys groundwater from wells to the Water Treatment Plant.

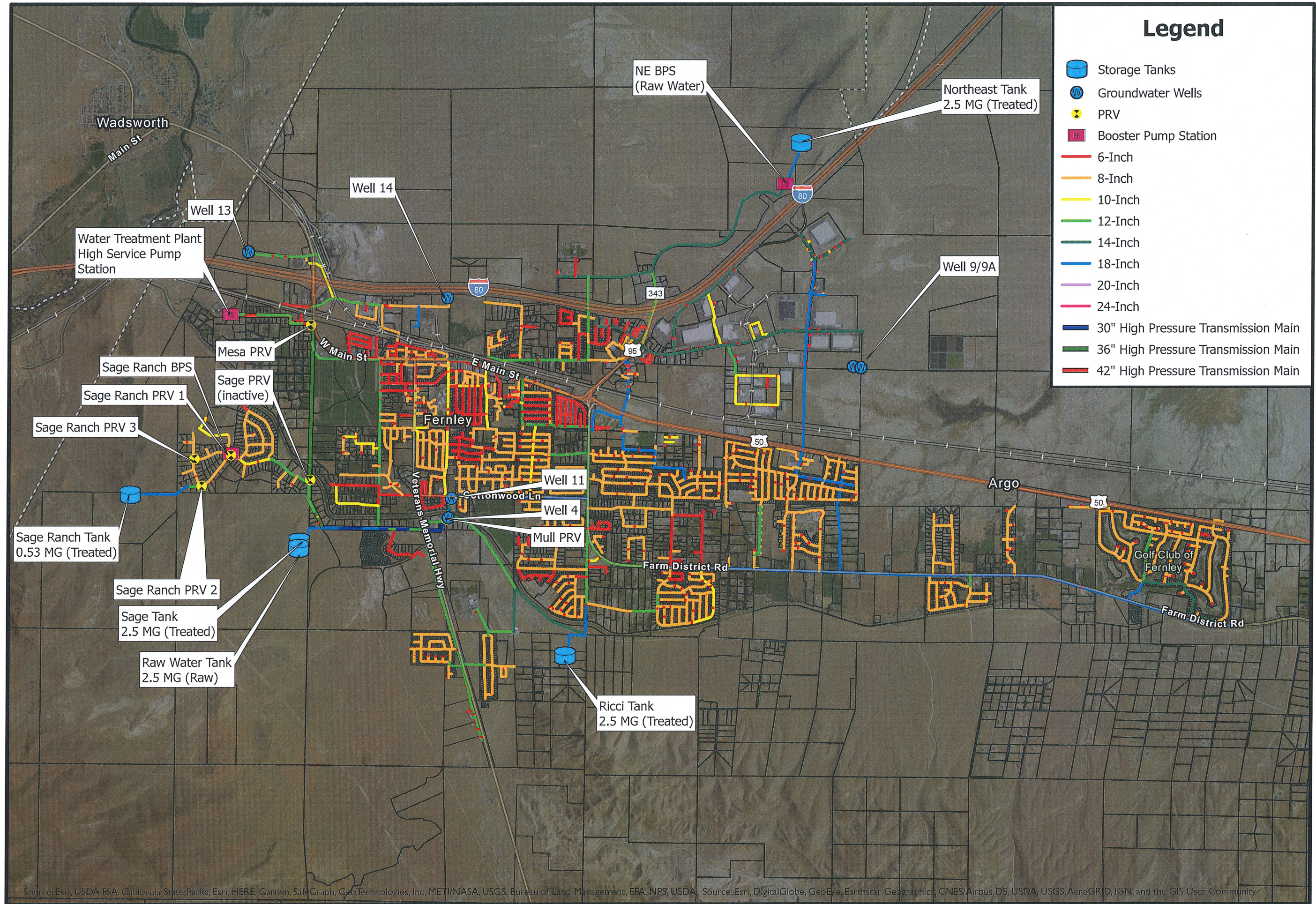
Groundwater Transmission Main: Water main specific to the groundwater collection system that conveys untreated/non-potable groundwater to the Water Treatment Plant.

High-Pressure Treated Water Transmission Main: Sometimes referred to as the *High-Pressure Transmission Main*, part of the treated water transmission system that will operate at a pressure higher than the water distribution system, allowing the City to deliver treated water to select points in the City’s distribution system. Pressure reducing stations reduce water pressure from the transmission mains to the normal operating pressure of the water distribution system.

Non-Potable Water: Water that does not meet EPA Safe Drinking Water Act standards for human consumption/drinking due to potential pathogenic/health issues.

Non-Potable Water System: Water system which conveys only non-potable water; untreated groundwater or untreated surface water.

Potable Water: Water that has been deemed appropriate for human consumption.



Legend

- Storage Tanks
- Groundwater Wells
- PRV
- Booster Pump Station
- 6-Inch
- 8-Inch
- 10-Inch
- 12-Inch
- 14-Inch
- 18-Inch
- 20-Inch
- 24-Inch
- 30" High Pressure Transmission Main
- 36" High Pressure Transmission Main
- 42" High Pressure Transmission Main

Source: Esri, USDA FSA, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Pressure Zones: Portions of the water distribution system which operate at specific hydraulic grades/pressures, as established by water storage tanks or pressure reducing stations.

Treated Water Conveyance System: As part of the *Water Conveyance Infrastructure Projects*, the *Treated Water Conveyance System* includes the transmission system, pump stations, and pressure reducing stations that convey treated water from the Water Treatment Plant to the water distribution system.

Water Capital Infrastructure Projects: Water projects developed pursuant to establishing the location of the Water Treatment Plant; (1) convey raw groundwater from the City's wells to the Water Treatment Plants; (2) convey treated water from the Water Treatment Plant to the distribution system; (3) additional water resource projects such as groundwater wells, water tanks, and pump stations.

Water Service Area: Also known as Service Territory; the area in which the City is capable of delivering water; the area served by, or potentially served by, the distribution system. In general, the service area is limited to land uses with: (1) residential density of 2 or more dwelling units per acre; and (2) non-residential land uses (commercial, industrial, tourist commercial, public facilities) which can be feasibly served by the water system.

3.3 Current System Operational Summary

3.3.1 Potable Water System

At the present time, the City of Fernley utilizes groundwater as its source of supply. Groundwater is collected via six production wells. There are two wells located off Mull Lane near the Truckee Canal east of Highway 95A, two wells are located in the industrial area near the south terminus of Nevada Pacific Parkway and two wells are located in the commercial and industrial area in the northwest area of town with one off Logan Lane and one off Commerce Center Drive.

Currently, the City's groundwater production system pumps directly to the Water Treatment Plant and utilizes the 2.5 MG raw water storage tank for excess storage capacity. The wells operate via SCADA control based on set points in the raw water tank. Raw water enters the water treatment plant and undergoes chemical addition, sedimentation, and membrane filtration. Once the water has been treated it is conveyed to the distribution system via an arterial high-pressure main followed by pressure reducing valves. The distribution system is composed of four (4) storage tanks referred to herein as the Sage Tank, the Ricci Tank, the Northeast Tank, and the Sage Ranch tank. The Sage, Ricci, and Northeast Tanks all "float" on Pressure Zone 1 of the water system. Pressure Zone 1 can vary in elevation head from ~4,306 feet (empty) to ~4,342 feet (at overflow). The Sage Ranch Tank is located in Pressure Zone 3, is filled via Sage Ranch Booster Pump Station, and serves the Sage Ranch subdivision. The tank also supplies water to Pressure Zone 2 within the subdivision.

American Water Works Association (AWWA) suggests that the quantity of operating storage be 20% of the of the average day demand (ADD) and additional storage for fire flow and emergency reserve (suggested as 75% of the operational capacity). The city currently has a storage capacity of 7.0 MGal in the distribution system, 2.5 MG of raw water storage, and 3.0 MG of treated water storage at the Water Treatment Plant (utilized for chlorine contact). Billing software and system analysis revealed that the City's current average day demand is approximately 3.88 MGD and the maximum day demand is 6.52 MGD based on the 2021 calendar year. The total suggested storage by AWWA is approximately 1.5 MGal. Recent growth has increased the ADD over the

past five years. This increase in ADD continues to tax available system storage. In addition, due to recent industrial developments, fire flow storage reserves in the system have increased to 960,000 gallons in pressure zone 1. The Water Treatment Plant, Pressure Reducing Valve (PRV) flow, and tank operating levels were analyzed for select peak days in July 2021 and revealed the maximum flow into the distribution system from storage occurred on July 28th, 2021. Approximately 900,000 gallons (13.7% of 2021 MDD) was delivered to the system from storage during the morning system peak flow. Based on this analysis the City's operating storage requirement is approximately 14% of MDD. While this number is significantly less than the 33% listed in the 2008 Water Master Plan and marginally less than the AWWA recommendation, it does align with other large systems in the region. In addition, the continual trend of increasing ADD and relatively static MDD shows that outdoor watering in the City is decreasing. This trend is reasonable given water rate increases and increased development using smaller lot sizes and generally less grass. While the City does have sufficient storage, Capital Improvement Projects have been planned to expand storage for immediate capacity to the Eastern portion of the City and areas where large growth is expected. In addition, the City has seen various industrial developments in the planning phases which could cause large increases in ADD and/or PHD over relatively short periods which would require additional system storage. Reference Section 3.12 for additional storage requirements.

The City of Fernley Water System utilizes pipes ranging in size from 6-inch to 24-inch except for the high-pressure transmission mains which utilize pipes ranging in size from 30 inches to 42 inches in diameter. The distribution system is served through a combination of the high service pump station (Mull and Mesa PRV Stations) and the four storage tanks.

The majority of the City's Water System (excluding the Sage Ranch tank and subdivision) is in a single pressure zone (Pressure Zone 1) with a hydraulic grade line (HGL) of 4342 (4542 for Sage Ranch Service Area) and serves elevations between 4095 and 4235. Exhibit 4 illustrates the water pressure zones with respect to the City's boundary.

The Sage Ranch Service area is supplied by the Sage Ranch Tank (0.53 MG) and three (3) PRV Stations to serve the Sage Ranch Subdivision. The Sage Ranch Tank is located in Pressure Zone 3; feeds down to Pressure Zone 2 and is supplied by the Sage Ranch Booster Pump Station which pumps water from Pressure Zone 1 to the tank in Pressure Zone 3 via a dedicated fill line.

Future development at higher elevations in the foothills around Fernley will not be able to be served by City's existing Pressure Zone 1 and new pressure zones and booster pump stations, backup power, storage tanks, and PRV stations will be required. Pressure Zone 1 is currently capable of serving parcels at elevations 4,235 feet and below. See Exhibit 4 for existing pressure zone mapping.

The majority of the imminent development within the City will be within Pressure Zone 1. Previous plans for large development south of the Truckee Canal have been eliminated from the City's Comprehensive Plan; however, current entitlement processes may result in developments being approved in the foothills area. BC Ranch located in the Southwest area of the City has an active development agreement and is tentatively planned to have multiple pressure zones. In addition, further development north of Desert Lakes Subdivision and areas within the industrial park in the northeast part of the City may necessitate PRV stations to create a lower pressure zone for the areas.

3.3.2 Alternative Water System

During the planning stages for meeting the EPA's arsenic rule, there was a focus on methods to limit the required treatment rate for the new arsenic treatment plant. Before the implementation of the new arsenic rule, the City was also investigating options to allow development in the City to place surface water from the Truckee Canal for beneficial use within new residential and commercial areas. In February 2004 the City of Fernley passed Resolution #04-008 and began to require all new developments within the City to install parallel "alternative" water infrastructure (purple pipe system).

The purpose of the *Alternative Water System* was to serve non-potable, mainly irrigation, water demands throughout the City. The system was initially developed as a purple pipe system to allow flexibility for the system to deliver surface water from the canal, untreated groundwater, and/or treated effluent from the East Wastewater Treatment Plant. Unfortunately, due to the timing, many of the new developments were approved before Resolution #04-008 took effect. As newer developments came in, alternative piping was installed; however, as development slowed, these systems became satellite piping systems with no interconnection to each other. Approximately 88,800 LF of alternative water mains are currently installed throughout these developments. As the City focused on preparing for the water treatment plant to come online TRC Engineers, Inc. completed the 2008 Alternative Water Master Plan.

By utilizing Truckee Canal surface water through the alternative system, the City would be able to appropriate water sources congruent with the manner of use of those water sources (Newlands Project surface irrigation water to residential and commercial irrigation water). At the time of the Alternative Water Master Plan, it was estimated that 77% of water use in the City during maximum day demands (in summer) was attributed to non-potable demands. Residential and commercial non-potable water demands were estimated to represent 53% and 12% of the maximum day demand, respectively; water for parks irrigation, and construction were estimated to represent 12% of the maximum day demand. The master plan was prepared to provide interconnection of satellite systems and connection of park water systems to allow the City to deliver 56 MG per month of surface water to irrigation connections. The potential irrigation demands for the alternative system to serve were scattered along Farm District Road as well as the parks throughout the City. Although development was installing piping networks within their respective project boundaries, the required improvements outlined in the 2008 Alternative Water Master Plan required significant capital projects associated with the interconnection of the systems. With no reliable funding or revenue stream, there were few options available to construct the projects other than bonding. In addition, the Water Treatment Plant was already equipped to meet all potable and non-potable demands in the City's water system and for the newer developments, there was not an obvious financial incentive to connect untreated groundwater or surface water alternative sources.

As the Great Recession took its toll on development in the region, the City of Fernley ultimately passed Resolution #12-012 and eliminated the requirement for an alternative water system to be constructed within new developments. The alternative water system requirements were viewed as a significant cost burden on new developments for a system that did not have an interconnected or developed source.

Currently, none of the alternative water systems installed are in use. All piping that was installed with development (Autumn Winds, Silverland Estates, Green Valley Estates, etc.) was filled, disinfected and pressure tested during the initial construction and acceptance phase. All purple pipe systems are physically separated from the potable system and also separated per NAC requirements for line separations; however, the stagnant water which may still be in many of the piping systems could become a health or safety risk to excavations and other construction work

close to the infrastructure. Although not specifically mentioned as a Capital Improvement Project, it is recommended the City investigate these purple pipe systems and further assess their liability. A capital project could be developed to inspect and drain all of the purple pipe infrastructure if it is deemed a significant hazard.

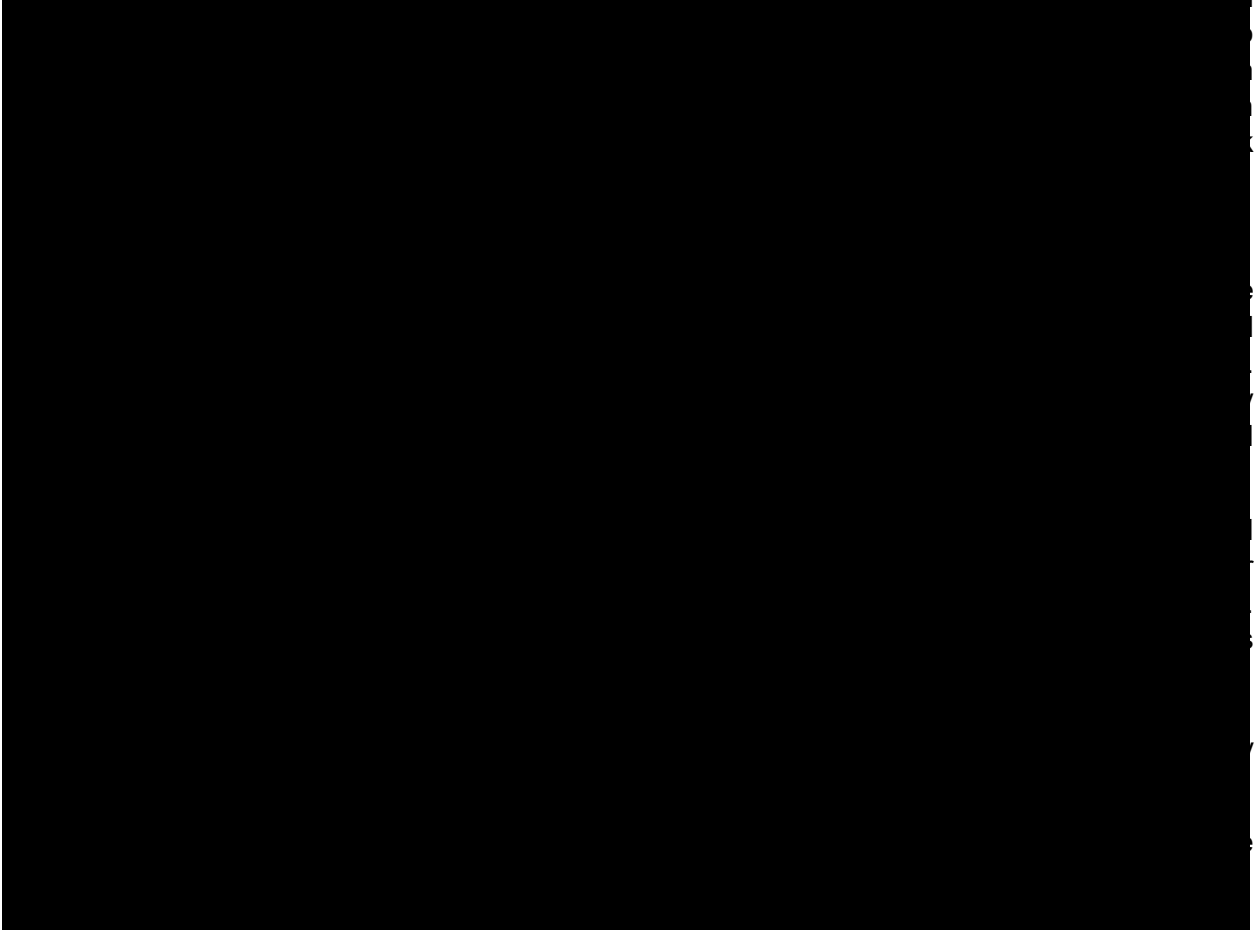
As the City moves forward, a single water system and a single source of potable water is planned to meet all development water demands. The current capacity of the Water Treatment Plant can meet the demands of the City, including increasing the population by 300% or more. Any immediate need for a parallel alternative water system is not critical to City growth.

If treatment costs or other potable water challenges arise there is a potential to reboot the alternative water system; however, it is more likely a system that limits the amount of infrastructure to maintain and provides developers a financial incentive will be needed. A limited alternative water system may only serve large water users such as parks, schools, open spaces/green belts, etc. In addition, as the cost of water rights rises and surface and groundwater resources become further stretched it may become financially beneficial for a treated effluent system to be developed within the City. A system that is financially beneficial would likely only occur if water rights begin to run out for new development or if the cost of water rights increases drastically. A treated effluent system would require significant infrastructure, including additional options to include mechanical and biological treatment at the East Wastewater Treatment Plant. There may also be options to include raw surface water as a source (for peak flows and redundancy) for a future alternative water system. Any future delivery of surface water through infrastructure other than Newlands Project facilities may require approval from the United States Bureau of Reclamation.

3.4 Emergency Response and System Catastrophic Failure

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A safe and reliable water system is crucial to the health, life, and safety of a City. This section will

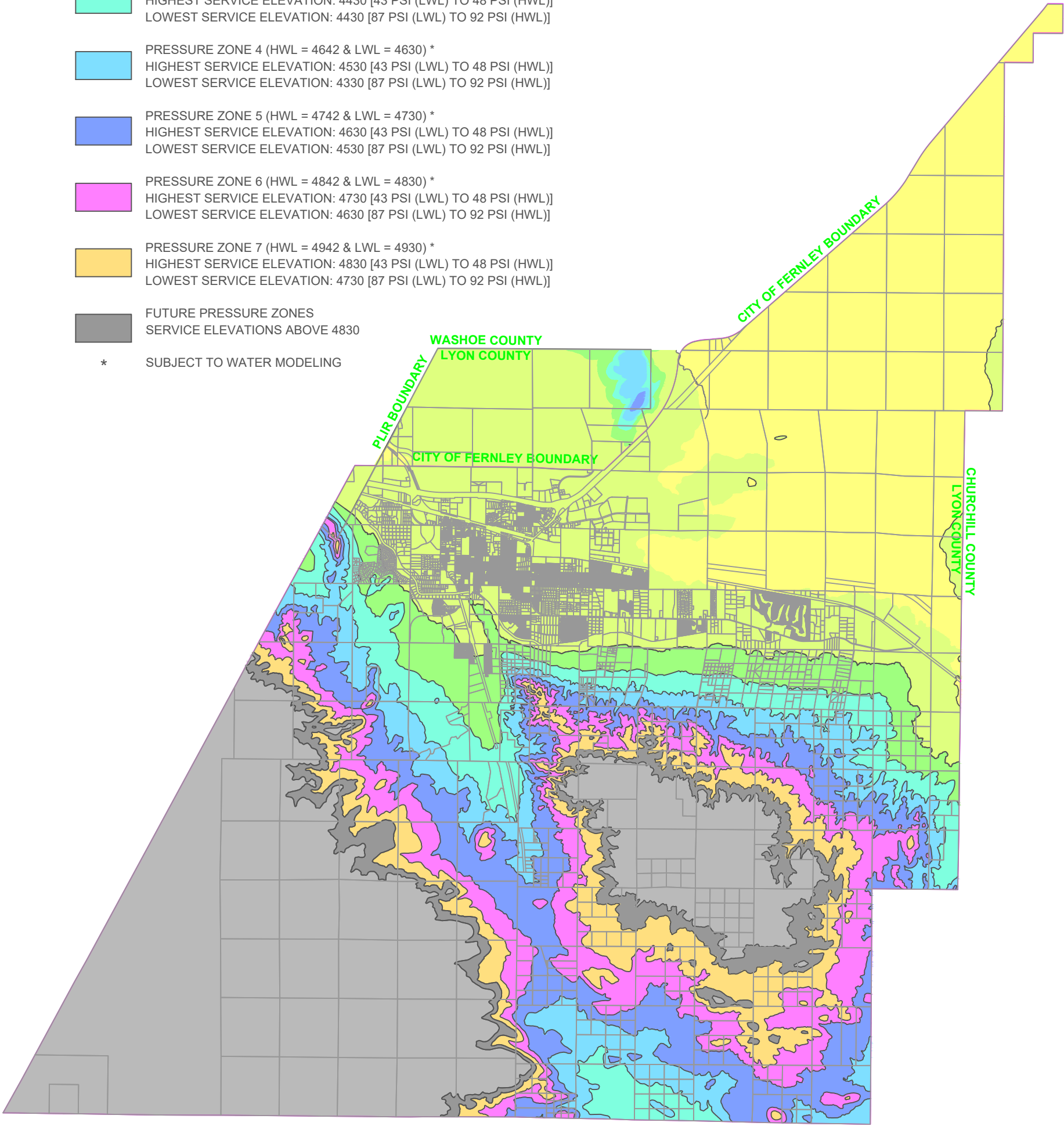
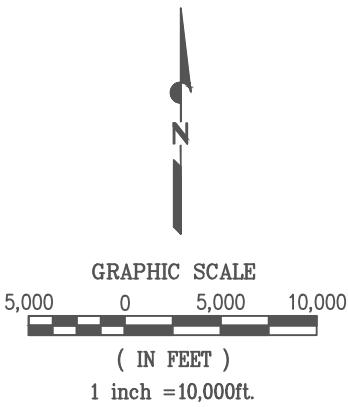


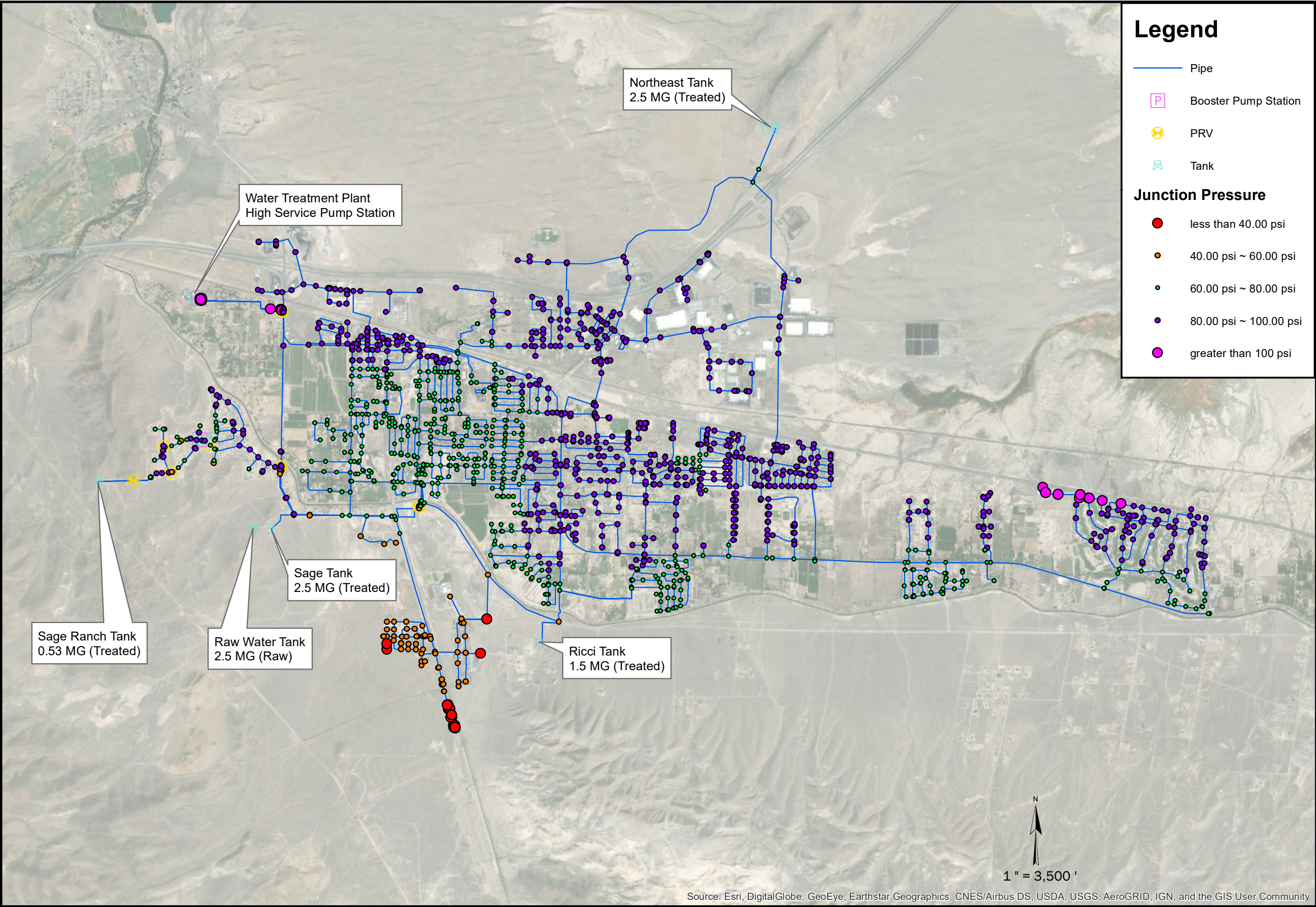
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CITY OF FERNLEY
PRESSURE ZONES:

- LOW ZONE
SERVICE ELEVATIONS BELOW 4110
- PRESSURE ZONE 1 (HWL = 4342 & LWL = 4330) *
HIGHEST SERVICE ELEVATION: 4230 [43 PSI (LWL) TO 48 PSI (HWL)]
LOWEST SERVICE ELEVATION: 4110 [95 PSI (LWL) TO 100 PSI (HWL)]
- PRESSURE ZONE 2 (HWL = 4442 & LWL = 4430) *
HIGHEST SERVICE ELEVATION: 4330 [43 PSI (LWL) TO 48 PSI (HWL)]
LOWEST SERVICE ELEVATION: 4230 [87 PSI (LWL) TO 92 PSI (HWL)]
- PRESSURE ZONE 3 (HWL = 4542 & LWL = 4530) *
HIGHEST SERVICE ELEVATION: 4430 [43 PSI (LWL) TO 48 PSI (HWL)]
LOWEST SERVICE ELEVATION: 4430 [87 PSI (LWL) TO 92 PSI (HWL)]
- PRESSURE ZONE 4 (HWL = 4642 & LWL = 4630) *
HIGHEST SERVICE ELEVATION: 4530 [43 PSI (LWL) TO 48 PSI (HWL)]
LOWEST SERVICE ELEVATION: 4330 [87 PSI (LWL) TO 92 PSI (HWL)]
- PRESSURE ZONE 5 (HWL = 4742 & LWL = 4730) *
HIGHEST SERVICE ELEVATION: 4630 [43 PSI (LWL) TO 48 PSI (HWL)]
LOWEST SERVICE ELEVATION: 4530 [87 PSI (LWL) TO 92 PSI (HWL)]
- PRESSURE ZONE 6 (HWL = 4842 & LWL = 4830) *
HIGHEST SERVICE ELEVATION: 4730 [43 PSI (LWL) TO 48 PSI (HWL)]
LOWEST SERVICE ELEVATION: 4630 [87 PSI (LWL) TO 92 PSI (HWL)]
- PRESSURE ZONE 7 (HWL = 4942 & LWL = 4930) *
HIGHEST SERVICE ELEVATION: 4830 [43 PSI (LWL) TO 48 PSI (HWL)]
LOWEST SERVICE ELEVATION: 4730 [87 PSI (LWL) TO 92 PSI (HWL)]
- FUTURE PRESSURE ZONES
SERVICE ELEVATIONS ABOVE 4830

* SUBJECT TO WATER MODELING





3.4.2 Catastrophic Failure Analysis

Four (4) emergency scenarios were analyzed using *Innovyze® InfoWater* hydraulic modeling and are listed in Table 3.1 to estimate the time until a failure causes negative pressures under Average Day Demand Conditions (3.88 MGD) and Maximum Day Demand (6.52 MGD). Time to system failure is based on the initial height in tanks. For the purpose of modeling, a diurnal curve was not used and the water elevation in the tanks was based on the Sage Tank being half full. When the system reaches this critical state, its supply can no longer keep up with demands and there are imminent risks of pipes collapsing due to negative pressure and low water levels in the tanks can also cause booster pump station failures. To check the results of failure during PHD, the model was assigned a pumping capacity of 8,560 GPM (12.32 MGD) for 24 hours. The system can currently operate with one tank offline however it will place a strain on the WTP High Service Pump Station. If the High Service Pump Station were to fail, the system would only be able to supply a couple of hours of peak demand before failure. Tables 3.1 and 3.2 lists the details of the Catastrophic Failure modeling.

Table 3.1: Emergency Scenario Summary (Average Day)

Scenario Failure	Initial Height of Water in Tank	Time to system failure ¹
Water Treatment Plant/High-Pressure Transmission Main	N/A	21 hours 10 minutes
Northeast Tank	16.27 ft	Failure Not Reached
Sage Tank	20 ft	Failure Not Reached
Ricci Tank	19.91 ft	Failure Not Reached
Well 11 (largest production well)	-	Failure Not Reached

¹ Conservative estimate based on modeling

Table 3.2: Emergency Scenario Summary (Maximum Day)

Scenario Failure	Initial Height of Water in Tank	Time to system failure ¹
Water Treatment Plant/High-Pressure Transmission Main	N/A	12 hours 21 minutes
Northeast Tank	16.27 ft	Failure Not Reached
Sage Tank	20 ft	Failure Not Reached
Ricci Tank	19.91 ft	Failure Not Reached
Well 11 (largest production well)	-	Failure Not Reached

¹ Conservative estimate based on modeling

While complete system failure was not reached in all scenarios, there would be an inherent risk that areas of the city served by the respective tanks will experience low or even negative pressures (particularly during a fire flow event).

Based on the potential failures reviewed in this section, the water treatment plant is the largest single risk and liability for providing water to the City. A complete outage of the High Service Pump Station or a loss of the clear water storage tank at the treatment plant would render the plant incapable of delivering drinking water into the system. Prior to the treatment plant coming online, wells were able to pump directly into the system, and because the system was equipped with multiple wells; the source capacity was diversified geographically throughout the City. To increase the reliability and mitigate the liability/vulnerability of the treatment plant providing water to the City, an emergency WTP Bypass protocol and associated infrastructure is recommended for the

system. This system would allow operators to have the materials on hand to respond to a single vault location and turn valves or install a short spool of pipe and provide a direct tie-over from the raw water system to the treated water system. The raw water system is continually monitored for bacteriological contaminants the same way the treated water system is with elevated arsenic levels being the only risk/contaminant of concern in the water. The protocols for implementing the emergency bypass must be coordinated with the BSDW. Widespread public notification should be issued to direct water users to cease all outdoor watering and conserve water as much as possible. A single connection point between the raw and treated water system would limit the source capacity in the treated water system therefore the system would only be able to supply average day demands. Fire flow would be able to be maintained in the system.

[END OF REDACTED SECTION]

3.5 Water Treatment Plant

On July 20th, 2009, the construction of the City of Fernley Water Treatment Plant was completed. The Water Treatment Plant was constructed to abide by the EPA's National Primary Drinking Water Regulations. The Water Treatment plant was designed with the intent to expand as the population of the City increases.

The Water Treatment Plant currently has the capacity to treat 20 MGD of groundwater provided solely by the six wells located throughout the city. Additional groundwater sources are required to deliver 20 MGD of groundwater to the plant. The plant currently treats groundwater for arsenic through coagulation, sedimentation, and microfiltration. As the population of the City expands, the Water Treatment plant can expand to treat a combination of surface water from the Truckee Canal as well as groundwater. Equipping the plant to treat surface water from the Truckee Canal may require additional processes to treat particulates such as turbidity and pathogens (reference the 2016 Surface Water Treatment Alternative Analysis completed by CDM Smith). Due to increased solids/sludge removal when treating surface water, it is estimated the plant will be capable of treating up to 15 MGD of surface water only. For the plant to treat the rated capacity of 20 MGD, groundwater sources of 10 MGD or more would be required. The plant has additional expansion options for a build-out treatment capacity of 30 MGD. Equipping the plant to treat surface water will require moderate improvements as well as conveyance infrastructure from the canal. The canal outtake would be located west of the WTP and divert water from the Truckee Canal into a pump station and convey the water to the WTP via a subsurface pipeline depicted in Exhibit 6.

Treated water from the WTP (after membrane filtration, pH adjustment, and chlorination) is stored in the 3.0 MG Treated Water Storage Reservoir at the WTP site. After storage, the WTP High Service Pump Station pumps treated water through the high-pressure transmission mains to the distribution system via three PRV stations. The High Service Pump Station is equipped with variable frequency drives and air-over-water hydropneumatic tanks to allow operational flexibility. The High Service Pump Station operating speeds (flow rate) are manually set by the WTP operators depending on distribution system tank levels and PRV station pressures. The High Service Pump Station was intended to transfer treated water into the distribution system and is not typically operated to service a portion of the water distribution system. Plant potable water, fire water, and irrigation water for the WTP are provided from the High Service Pump Station which can pose operational issues if the operators need to take the pump station offline for a short period during low demand times of the year. There is one additional connection served by the High Service Pump Station, which is a single-family home near the south end of Stock Lane, north of the canal. This connection was made during the initial construction of the high-pressure transmission mains. No fire flows are provided from the High Service Pump Station therefore the single residential connection, although not ideal, has pressure maintained from the hydropneumatic tanks if the pump station is taken offline for maintenance.

3.6 High-Pressure Transmission Mains and PRV Stations

As previously discussed, the City of Fernley currently utilizes a series of Pressure Reducing Valves (PRV) and high-pressure transmission mains to distribute water at adequate pressure to the entire distribution system. Currently, there are approximately 13,400 lineal feet of ductile iron high-pressure mains running from the Water Treatment plant down Mesa and Stock Lane and then along Mull Lane to the area around Well 11 and Well 4. There are three PRV stations in the water system; Mesa, Mull, and Sage. All water is delivered to the system via Mesa and Mull PRVs. Sage PRV was not connected during the initial pipeline construction due to utility conflicts uncovered during construction. The PRV stations are each equipped with two PRVs; high flow and low/average flow. The Mesa PRV is located at the corner of Mesa Drive and Stock Lane and

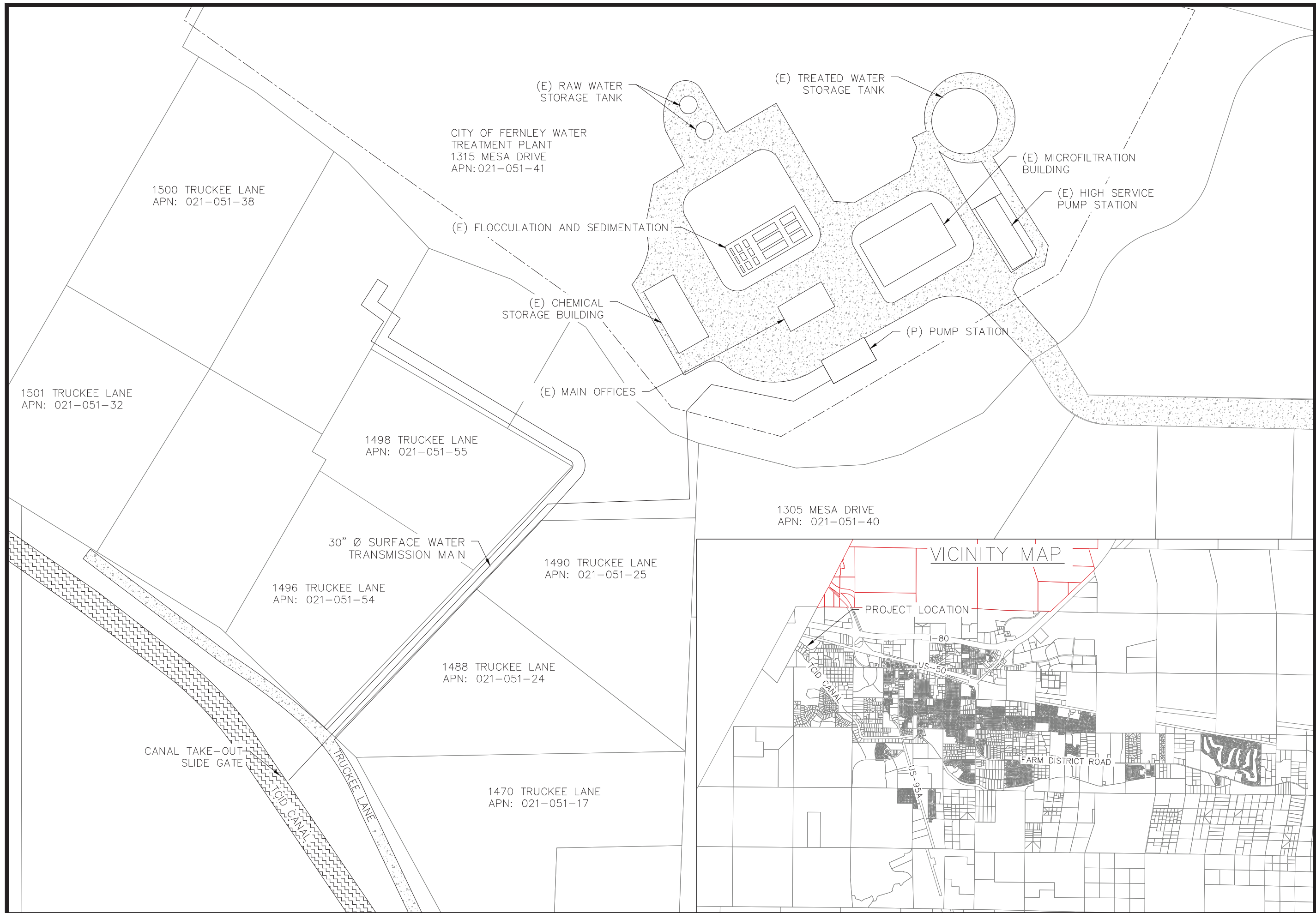
reduces pressures from approximately 100 PSI down to approximately 90 PSI. The Mull PRV is located on the south side of the canal on Mull Lane near Well 4 and reduces pressures from approximately 70 PSI down to approximately 60 PSI.

The high-pressure mains and PRVs were established based on initial hydraulic modeling completed by *Optimatics* during the planning and design of the WTP.

3.7 Capital Improvement Projects

To create a project plan for the existing treated water distribution system, *Innovyze InfoWater* water modeling software was utilized to analyze and identify potential areas in need of improvements. The potable drinking water system currently has a production capacity of 20 MGD with a plan to expand to 30 MGD in the future. The City currently operates with a maximum day demand of less than 7 MGD and a peak hour demand of approximately 11.5 MGD.

The current WTP is capable of treating up to 20 MGD of groundwater; however, the City's groundwater production capacity is only 12.32 MGD. The surface water outtake from the TCID Canal is currently being constructed as of September 2022. The 2016 CDM Smith surface water treatment review revealed the current plant with limited surface water expansion is estimated to only treat 15 MGD of surface water. A mix of both surface and groundwater coming into the plant will allow maximum day demands between 15 and 20 MGD to be met. To maximize treatment capacity and therefore the potable water source for the City of Fernley additional groundwater resources need to be brought online. Due to potential drought-caused reduced surface water flows, maintenance of the surface water delivery infrastructure, and other risks to the Truckee Canal surface water infrastructure; the City may benefit by having additional groundwater resources and pumping capacity to supplement all surface water coming into the plant, even if only on a temporary basis.



3.8 30 MGD Future Operational Concept

Completion of the *Capital Improvement Projects* will modify the City's water system operational concept. The groundwater collection system will continue to convey raw water from groundwater wells to the WTP. Surface Water may be introduced depending on approvals and the treated water conveyance infrastructure will continue to deliver treated water from the water treatment plant to the water distribution system.

To provide water service to the South Fernley and Farm District Road Development Areas and areas above the 4230' contour line, the high-pressure main will need to be extended to the east from the current terminus. This Transmission main will convey water to the new 3.0 MG Southeast tank. A PRV station at the Truckee River Ranch (Autumn Winds) Subdivision will provide additional water to the Farm District Road Area. The new high-pressure transmission main will connect to the existing 30-inch main at Well 4 and will extend approximately 7,600 lineal feet of 30-inch main to Ricci Lane, followed by 4,750 lineal feet of 24-inch transmission main to Painted Valley Road, and 11,350 lineal feet of 20-inch transmission main to the southeast Tank.

3.9 Production Wells

The City of Fernley's Potable Water supply system is currently sourced from multiple municipal groundwater wells located throughout the city. The description and location of each groundwater well are provided below. Well data was gathered from the *2019 Water Resources Master Plan* as well as discussions with City staff. The wells include:

- Well 4
- Well 8
- Well 9
- Well 9A
- Well 11
- Well 13
- Well 14

3.9.1 Well 4

Location: Approximately 1,000 feet east of US Alternate 95 on the south side of the Truckee Canal and approximately 750 feet south of existing Well 11.

- **Elevations**
Finish Floor: 4,212.75 ft
Well Depth: 703 ft below ground surface
Pump Set: ~230 ft below ground surface
- **Design Point**
Design Flow: 2,200 GPM at 320 ft TDH (rated)
Actual Flow: 1,070 GPM to 1,600 GPM
Average Annual Flow: 1,003 GPM
Pump: J-Line 14 HC, 4 stage vertical turbine, line shaft
Impeller Diameter: 11.313 inches
Motor: 250 HP, 1,770 RPM
Column/Shaft Tubing: 12-inch Column 1 15/16-inch shaft
- O & M Manual: Yes
- Chlorination: Liquid Sodium Hypochlorite
- Standby Power: Pony Motor m/V-Drive (diesel genset currently being added by the City)

- Controls: Water level in the Raw Tank turns the well on and off
- SCADA: Sierra Controls (6560 Controller)

Well 9/9A

Well 9 and 9A are located approximately 300 feet apart and their pumping water levels are influenced by one another during simultaneous operation which reduces the total production capacity of the wells to 1,460 GPM combined.

3.9.2 Well 9

Location: In the industrial area South of Newlands Drive and east of Nevada Pacific Parkway and ½ mile west of the East Wastewater Treatment Plant. The well is located approximately 9,000 feet (1.7 miles) South of the Northeast Tank. Well 9 is 300 feet +/- to the east of Well 9A.

- **Elevations**
Finish Floor: 4,118 ft
Well Depth: 330 ft below ground surface
Pump Set: at 230 ft below ground surface
- **Size**
Design flow: 1,100 GPM
Actual Flow: 1,400 GPM
Average Annual Flow: No Data
Pump: 4-stage vertical turbine, 12-inch bowls, line shaft
Motor: 125 HP, 1,770 RPM
Column Shaft Tubing: 10-inch column, 2 ½-inch Oil Tube, 1 11/16-inch shaft
- O & M Manual: No
- Chlorination: At the Blend Tank
- Standby Power: Mobile Power Generator at City Maintenance Yard
- Controls: Water level in the Blend Tank turns the well on and off
- SCADA: Hardwire to east lift SCADA pack 5203 Series 900

3.9.3 Well 9A

Location: In the industrial area South of Newlands Drive East of Nevada Pacific Industrial Parkway and ½ mile west of the East Wastewater Treatment Plant. The well is located approximately 9,000 feet (1.7 miles) south of the Northeast Tank. Well 9A is adjacent to Well 9.

- **Elevations**
Finish Floor: 4,118 ft
Well Depth: 343 ft below ground surface
Pump Set at 250 ft below ground surface
- **Size**
Design Flow: 1,100 GPM
Actual Flow: 1,100 GPM
Average Annual Flow: 488 GPM
Pump: Fairbanks Morse 12M, 4 Stage Vertical Turbine, 12-inch Bowls, line shaft
Motor: 125 HP, 1,770 RPM
Column Shaft Tubing: 10-inch Column, 2 ½-inch Oil Tube, 1 11/16-inch Shaft
- O & M Manual: No
- Chlorination: at the Blend Tank
- Standby Power: Mobile Power Generator at City
- Controls: Water level in the Blend Tank turns the well on and off

- SCADA: Hardwire to east lift SCADA pack 5203 Series 900

3.9.4 Well 11

Location: On Cottonwood Lane at the City Corporate Yard, north of the Truckee Canal and approximately 800 feet north of Well 4.

- **Elevations**
Finish Floor: 4,199.43 ft.
Well Depth: 745 ft. below ground surface
Pump Set at 238 ft below ground surface
- **Size**
Design Flow: 3,000 GPM at 360 ft TDH
Actual Flow: 2,300 to 2,550 GPM
Average Annual Flow: 1,549 GPM
Pump: Floway 14 DKH, 5 Stage Vertical Turbine, line shaft
Motor: 350 HP, 1,770 RPM
Column Shaft Tubing: 12-inch Column, 1 15/16-inch Shaft
- O & M Manual: Yes
- Chlorination: Liquid Sodium Hypochlorite
- Standby Power: 400 kW Natural Gas-Powered Generator
- Controls: Water level in the Raw Tank turns the well on and off
- SCADA: Sierra Controls (6562 Controller)

3.9.5 Well 13

Location: End of Commerce Drive ½ mile west of Love's Travel Stop at US Route 40 and Interstate 80 intersection.

- **Elevations**
Finish Floor: 4174.50 ft.
Well Depth: 430 ft. below ground surface
Pump Set at 200 ft below ground surface
- **Size**
Design Flow: 1,0000 GPM at 330 ft TDH
Actual Flow: Approximately 900 GPM
Average Annual Flow: 567 GPM
Pump: 7 Stage Vertical Turbine, line shaft
Motor: 125 HP, 1,770 HP
- O & M Manual: Yes
- Chlorination: Liquid Sodium Hypochlorite
- Standby Power: 200 kW Diesel powered generator
- Controls: Water level in the Raw Tank turns the well on and off
- SCADA: Model 5203 RTU, Series 900

3.9.6 Well 14

Location: 1 mile east of Pilot Travel Center near the eastern terminus of Logan Lane, north of Paramount Nevada Asphalt Co.

- **Elevations**
Finish Floor: 4,146 ft
Well Depth: 800 ft below ground surface
Pump Set at 200 ft below ground surface
- **Size**
Design Flow: 2,000 GPM at 38 ft TDH
Actual Flow: Actual Flow: 2,050 GPM
Average Annual Flow: 1,248 GPM
Column: 12-inch Column
Pump: 8 Stage Vertical Turbine, line shaft
Motor: 250 HP, 1,770 RPM
- O & M Manual: Yes
- Chlorination: Liquid Sodium Hypochlorite
- Standby Power: 300 kW Generator
- Controls: Water level in the Raw Tank turns the well on and off
- SCADA: Sierra Controls (Series 900)

3.10 Non-Potable Wells

The City owns and maintains a collection of wells used as non-potable water supply or as monitoring wells. The City's non-municipal wells are:

- Well 1 – Abandoned, not plugged or equipped
- Well 2 – Water table aquifer monitoring
- Well 5 – High manganese concentration, not plugged or equipped
- Well 8 – Drilled in 1978 to a depth of 340 ft, construction water only (truck fill station)

- Well 10 – Drilled in 1995, monitoring well, poor water quality
- Well 12 – Drilled in 2001 to a depth of 1,075 feet, not plugged or equipped
- Test Well 12 – Drilled in 2007 to a depth of 1,010 feet
- Well 26 (Armstrong Well) – Poor water quality, potential potable water with treatment, not plugged or equipped

3.11 Existing Storage Tanks

This section provides general information on the City's water storage tanks. The City's water distribution system includes five water storage tanks:

- Northeast Tank
- Blend Tank
- Sage Tank
- Ricci Tank
- Sage Ranch Tank

The Sage Tank, Sage Ranch Tank, and Ricci Tank are in the southwest portion of the City. The Blend tank and Northeast tank are located in the Northeast portion of the system. The storage tanks are welded steel tanks with overflow and drainage, maintenance access, interior, and exterior ladders, roof vents, roof hatches, and water level measurement devices. Overall, the tanks appear to meet the requirements of AWWA for storage structures. The Sage Tank is the primary means for operational control of the High Service Pump Station at the water treatment plant and the Ricci Tank is also monitored. The Sage, Sage Ranch, Ricci, and Northeast Tanks are equipped with altitude valves to prevent tank overflow in the case of failure.

3.11.1 Northeast Tank

The Northeast Tank was constructed in 1980. The tank is located 1.7 miles northwest of the East Wastewater Treatment Plant. The tank inlet/outlet piping is 14-inch from the Blend Tank booster pumping facility yard to the tank. A 12-inch drain line facing southwest of the tank is equipped in case of an overflow. A transducer located within the tank controls the booster pump at the Blend tank. The Northeast Tank was most recently re-coated on October 5, 2017, and had a new roof installed.

- Volume: 2.5 MG
- Diameter: 110 ft
- Height: 36 ft
- Base Elevation: 4,310.65 ft
- Overflow Elevation: 4,346.65
- Controls: Tank level is monitored by the WTP

3.11.2 Blend Tank (Raw Water, Northeast)

The Blend Tank was constructed in 1980. The tank is located adjacent to the Northeast (NE) booster pumping facility and 1,700 feet southwest of the Northeast Tank. Wells 9 and 9A pump directly to the blend tank via a 14-inch dedicated transmission line. The NE Booster Station pumps water from the Blend tank to Well 14 and continues to the WTP. There is a dedicated 18-inch raw water transmission main from the NE Booster to Well 14.

- Volume: 100,000 gallons
- Diameter: 27 ft

- Height: 24 ft
- Base Elevation: 4,154 ft
- Overflow Elevation: 4176 ft
- Re-Coating Date: 2011
- Controls: turns on Wells 9 and 9A

3.11.3 Raw Tank (Southwest)

The Raw Water Storage Tank was built in 2009. The Tank is located near the curve in Sage Drive west of US Highway 95A South and southwest of the Truckee Canal, adjacent to the Sage tank. The tank inlet/outlet piping is 18-inches in diameter. A 12-inch overflow and drain line drains downhill off-site.

- Volume: 2.5 MG
- Diameter: 105 ft
- Height: 40 ft
- Base Elevation: 4,304 ft
- Overflow Elevation: 4,342 ft
- Controls: Levels in the raw tank are monitored for controlling the NE Booster Pump Station and Wells 4, 11, 13, and 14.

3.11.4 Sage Tank (Southwest)

The Sage Tank was built in 1990. The Tank is located near the curve in Sage Drive west of US Highway 95A South and southwest of the Truckee Canal. The tank inlet/outlet piping is 18-inches in diameter. A 12-inch overflow and drain line drains downhill off-site.

- Volume: 2.5 MG
- Diameter: 105 ft
- Height: 40 ft
- Base Elevation: 4,306.92 ft
- Overflow Elevation: 4,346.92 ft
- Controls: Tank Levels control WTP High Service Pump Station

3.11.5 Ricci Tank (South)

The Ricci Tank was built in 1997. The tank is located south of the Truckee Canal off Ricci Lane and southeast of Fernley High School, the tank inlet/outlet piping is 14-inches in diameter. A 12-inch overflow and drain line drains downhill off-site. The Ricci Tank currently experiences a severe decrease in water level in High demand periods. CIP 8 is designed to help mitigate this issue.

- Volume: 1.5 MG
- Diameter: 82 ft
- Height: 40 ft
- Base Elevation: 4,307.01 ft
- Overflow Elevation: 4,347.01 ft
- Controls: Floats on the system, monitored at WTP for High Service Pump Station

3.11.6 Sage Ranch Tank (Zone 3, Southwest)

The 0.53 MG Sage ranch Tank was built by the Sage Management Company, Inc. in 2006. The tank was sized for 223 lots in the Sage Ranch Estates. The tank design incorporated storage for

2 hours of residential fire flow at 1,000 GPM (120,000 Gallons). The tank is located approximately ¼ mile west of the West end of Seabiscuit Drive. The tank inlet/outlet piping is 12-inches in diameter. The tank is filled from the Sage Ranch Booster Pump Station, it is located within the City's Pressure Zone 3 and provides water for the Sage Ranch Subdivision through PRVs to Pressure Zones 2 and 1.

- Volume: 0.53 Mg
- Diameter: 55 ft
- Height: 32 ft
- Base Elevation: 4,512 ft
- Overflow Elevation: 4,542 ft
- Controls: floats on 4542 pressure zone; water level controlled by an altitude valve; the water level in Sage ranch tank will turn on the Sage Ranch Pump Station.

3.12 Water Storage Facility Requirements

3.12.1 Storage Reservoir Sizing Criteria

The City's water storage tanks are designed to include three storage components: Operating Storage, Emergency Storage, and Fire Storage. The *2022 Water Master Plan Update* recommends the following criteria for sizing water storage tanks:

1. Operating Storage = 14% of maximum day demand
2. Emergency Storage = 100% of average day demand
3. Fire Storage = 1 fire event = 4,000 GPM for 4 hours

The storage requirement per ERC can be calculated using the equation:

$$\text{ERC Storage} = \text{Operating Storage} + \text{Emergency Storage}$$

$$\text{ERC Storage} = (14\% \times 578 \text{ gpd per ERC}) + 344 \text{ gpd per ERC}$$

$$\text{ERC Storage} = 419 \text{ gpd per ERC}$$

For sizing new tanks, the required storage volume can be calculated using the equation:

$$\text{Storage Volume} = \text{Operating Storage} + \text{Emergency Storage} + \text{Fire Storage}$$

$$\text{Storage Volume} = 419 \text{ gallons/ERC} + \text{Fire Storage (new pressure zones only)}$$

Table 3.1: Water Storage Criteria

Storage Component	Water Master Plan Update 2022	NAC 445A.6674
Operating Storage	0.14*578 gpd/ERC =81 gallons/ERC	700 gal/ERC
Emergency Storage	1.00*344 gpd/ERC =344 gallons/ERC (From residential Caselle data) ADD	0.75*700 gallons/ERC
Fire Storage	--	--
Total Storage	425 gallons/ERC + Fire Storage	1,225 gallons/ERC + Fire Storage

*Average Residential Day Demand is calculated in Section 6.7

3.12.2 Fire Storage Criteria

Considering the City's current storage reservoirs (Section 3.11), the fire storage component was calculated based on the following assumptions:

1. Pressure Zone 1 (4342 Zone) is served by 3 tanks; one fire storage component is adequate:
 - Fire Storage = 4,000 GPM for 4 hours = 960,000 gallons
2. The Sage Ranch Tank (Pressure Zones 2 and 3) has one residential fire storage component, sized specifically for Sage Ranch per the City's 2008 *Design Standards*.
 - Fire Storage = 1,000 GPM for 2 hours = 120,000 gallons

Total Existing Fire Storage = 960,000 + 120,000 = 1,080,000 gallons

3.12.3 Existing Water Storage Capacity

The storage sizing criteria outlined in Sections 3.12.1 and 3.12.2 are used to determine the system's storage capacity in terms of ERCs. First, the fire storage component is removed:

Operating Storage + Emergency Storage = Total Storage Volume – Fire Storage

Operating Storage + Emergency Storage = 7.03 MG – 1.08 MG = 5.95 MG

Operating Storage + Emergency Storage = 5.95 MG = ERC Capacity

Table 3.2 is a summary of the ERC Capacity for the City's storage facilities, including the future Southeast Tank. The ERC capacity was calculated using the ERC Storage of 425 gpd per ERC, and assuming fire storage in Zone 1 is equally distributed among Zone 1 storage tanks. 0 depicts a general zone of benefit for the Ricci Tank, Sage Tank, Northeast Tank, and Sage Ranch Tank.

Table 3.2: Water Storage ERC Capacity

	Volume (MG)	Fire Storage (gallons)	ERC Storage Capacity (Operating + Emergency)
Northeast Tank	2.5	370,000 (Zone 1)	5,011
Ricci Tank	1.5	220,000 (Zone 1)	3,012
Sage Tank	2.5	370,000 (Zone 1)	5,011
Sage Ranch Tank	0.53	120,000 (Zones 2 & 3)	964
TOTAL	7.03	1,080,000 TOTAL	13,998

3.13 Water Production Capacity Analysis

This section provides an analysis of the City's water storage capacity for 2022.

Current Water System – Year 2022

In 2022 the City's water Storage Capacity is 7.03 MG.

Removing the Fire Storage component, the available water storage is calculated:

Available Water Storage = 7.03 MG – 1.08 MG = 5.95 MG

Total groundwater production capacity = 8,560 GPM with all wells in operation

Production Capacity, with the largest well (Well 11) offline: 6,010 GPM

Firm Groundwater Production Capacity	6,010 GPM
<u>Maximum Day Demand (2021)</u>	<u>4,533 GPM</u>
Surplus(+)/Deficit(-)	(+)1,477 GPM

Groundwater production is at a surplus (1,477 GPM = 2.13 MGD); therefore, the groundwater production system has excess capacity to provide service to 3,679 future equivalent residential connections before a deficit occurs. While production requirements can be met for 3,679 future connections, storage and pressure requirements will dictate the construction of a new storage and/or pumping facility.

3.14 Pressure Reducing Stations

The City currently has five total pressure reducing stations; three (3) pressure reducing stations located within Sage Ranch Estates, one (1) located at the intersection of Mesa Drive and Main Street, and one (1) located southeast of the crossing of US-95A and the TCID Canal. The three stations in the Sage Ranch Estates development reduce pressure from the Sage Ranch Tank HGL between the gravity pressure zone (GPZ) 3 and 2 and between GPZ 2 and 1. The Mesa and Mull stations reduce pressure from the High Service Pump Station HGL. Additional pressure reducing stations will be necessary for the future as a result of the Capital Improvement Projects and future developments that will require the installation of pressure reducing stations in conjunction with booster pump stations and water tanks.

3.14.1 Sage Ranch PRV Stations

Sage Ranch Estates utilizes three (3) PRV stations. The 4542 hydraulic grade line (HGL) established by the Sage Ranch Tank is required to serve the higher elevations of Sage Ranch Estates. The PRV Stations are listed in Table 3.3.

Sage Ranch PRV-1 is located on the north side of Sage Street east of Seabiscuit Drive. PRV-1 supplies water to services located within the 4,342-gravity zone (GPZ 1) through a 10-inch main located in Sage Street.

Sage Ranch PRV-2 is located in Seabiscuit Drive east of Cable Canyon Way. PRV-2 supplies water to services located within the 4,442-pressure zone through an 8-inch main located in Seabiscuit Drive.

Sage Ranch PRV-3 is located in Sage Street east of Cable Canyon Way. PRV-3 supplies water to services located within the 4,442-pressure zone through an 8-inch main located in Sage Street.

Table 3.3: Sage Ranch PRV Station Summary

Sage Ranch PRV Stations	Station Elevation	From HGL	To HGL	Upstream Pressure (psi)	Low-Flow Valve Downstream Pressure (psi)	High-Flow Valve Downstream Pressure (psi)
SR-PRV-1 ¹	4252	4442	4342	83	40	N/A
SR-PRV-2	4318	4542	4442	97	54	49
SR-PRV-3	4302	4542	4442	103	60	55

¹Sage Ranch PRV-1 is closed when the Sage Ranch Pump Station is running.

3.14.2 Mesa Drive PRV Station

The high-pressure transmission main connects to the west side of the City's water distribution system via the Mesa PRV Station. The Mesa PRV is equipped with parallel low-flow and high-flow PRVs. The station is located at the corner of Mesa Drive and Sage Street. The PRV serves to reduce high pressure coming from the WTP High Service Pump Station. PRV operating conditions are listed in Table 3.4.

Table 3.4: Mesa Drive PRV Station Summary

Mesa PRV Stations	Station Elevation	From HGL	To HGL	Upstream Pressure (psi) ²	Low-Flow Valve Downstream Pressure (psi)	High-Flow Valve Downstream Pressure (psi)
MD-PRV-1	4150	4445 ¹	4350 ¹	128	87	85

¹Calculated assuming no head losses

²Peak pressure modeled based on High Service Pump Station operating at 100%

3.14.3 Mull Lane PRV Station

The high-pressure transmission main connects to the central area of the City's water distribution system via the Mull Lane PRV Station. The Mull PRV is equipped with parallel low flow and high flow PRVs. The station is located south of the Truckee Canal adjacent to Well 4. The PRV serves to reduce high pressures coming from the Water Treatment Plant pumping facility. The PRV is listed in Table 3.5.

Table 3.5: Mull Lane PRV Station Summary

Sage Ranch PRV Stations	Station Elevation	From HGL	To HGL	Upstream Pressure (psi) ²	Low-Flow Valve Downstream Pressure (psi)	High-Flow Valve Downstream Pressure (psi)
MD-PRV-1	4,213	4445 ¹	4166 ¹	100	60	57

¹Calculated assuming no head losses

²Peak pressure modeled based on High Service Pump Station operating at 100%

3.15 Booster Pump Stations

Currently, the City operates two booster pump stations as listed in Table 3.6. The NE Booster Pump Station is located at the Blend Tank site. The Sage Ranch Pump Station is located north of Sage Street on the east side of Seabiscuit Drive.

The NE Booster Pump Station is located adjacent to the Bland Tank and 1,700 feet southwest of the Northeast Tank. Water is pumped to the Blend Tank from Wells 9 and 9A. The NE Pump Station draws water from the Blend Tank and pumps it to the WTP/Raw Water Tank. During

normal operation, two pumps operate, and the third pump is in place for redundancy/firm capacity. All three pumps are equipped with 100 HP motors.

The Sage Ranch Pump Station was built by the Sage Management Company, Inc (former ownership under Sage Ranch Estates, LLC.). The pump station was sized for Sage Ranch Estates (223 lots) and is capable of pumping the maximum day demand with two pumps and a third pump was in place for redundancy/firm capacity. The pump station is capable of pumping to the Sage Ranch Tank, or directly to the Sage Ranch Estates 4542 pressure zone via a 6-inch dedicated main. The Sage Ranch Pump Station operation is dictated by water levels in the Sage Ranch Tank.

Table 3.6: Booster Pump Station Summary

Pump Station	Elevation	Station Capacity (GPM)	Suction Supply Zone	Discharge Zone	Controls
NE Booster	4153	1,500-1,600	Wells 9/9A	4342	WTP/Raw Tank
Sage Ranch	4250	400	Existing 4342	4542	Sage Ranch Tank

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SECTION 4 **DEVELOPMENT & GROWTH AREAS**

4.0 DEVELOPMENT AND GROWTH AREAS

4.1 General

This section provides a review of future development within the City of Fernley planning areas, including the build-out of the City's service area and proposed tentative maps.

4.2 Definitions

Single Family Residential (SFR): A developed property that serves the primary purpose of providing one detached dwelling unit for one family.

Mixed Residential (MR): A property containing multiple Serviceable Residential land use zones.

Multi-Family Residential (MFR): A classification of housing where multiple separate housing units for residential customers are housed within one building or several buildings within one complex.

General Rural (GR): A property zoned for but not limited to agricultural activities, resource extraction, timber harvesting, resource conservation, or public and private recreation.

Rural Residential (RR): A property zoned for residential use that is located in a less densely populated area than cities.

Commercial (C): A land use designation intended for use by for-profit businesses such as office complexes, shopping malls, service stations, and restaurants.

Suburban Mixed Use (SMU): A single property that includes a mix of retail, commercial, office, and other uses in a less intense or more suburban context to meet the needs of adjacent neighborhoods and employment areas.

Mixed Employment (ME): A concentrated area of employment and supporting uses such as small-scale commercial uses.

Industrial (I): A piece of property used for "heavy" industrial manufacturing that is likely to create large amounts of pollution (typically noise and air pollution). These land uses are typically placed away from residential areas.

Public Facilities (PF): Property intended to provide an area for buildings and facilities that are owned and operated by Federal, State, or local governments, public utilities, special districts, or nonprofit organizations which are used to provide governmental or public services.

Open Space and Parks (OSP): Land that is not intensively developed for residential, commercial, industrial, or institutional use. This includes agricultural and forest land, undeveloped shorelines and scenic lands, public parks, and preserves.

Tribal (T): Land that falls within the City Limits and is owned by a group of Native Americans recognized by the Federal Government as a Native American tribe.

4.3 Build-Out of 2018 Comprehensive Master Plan Area

The maximum build-out for the entire City of Fernley was analyzed using the City's 2018 *Comprehensive Master Plan* and associated land use designations. Table 4.1 is a summary of the estimated build-out of residential land. The estimated build-out would be 88,555 dwelling units; 51,520 dwelling units are on lands with densities greater than 3 dwelling units per acre and are likely to be served by the public water system. The commercial and industrial build-out would occupy 5,941.7 acres.

Table 4.1: Build-Out of 2018 Comprehensive Plan

Land Use Designation	Max Density (dwelling units per acre)	Acreage	Max Dwelling Unit Build-Out	ERC's Build- Out
Residential Build-Out				
Serviceable Residential				
Single Family Residential (SFR)	7	4,908.0	34,356	34,356
Mixed Residential (MR)	14	875.7	12,259	12,259
Multi-Family Residential (MFR)	30	163.5	4,905	4,905
Sub-Total Serviceable	-	5947.2	51,520	51,250
Non-Serviceable Residential				
General Rural (GR)	0.025	30,485.9	762	
Residential Rural (RR)	2	18,136.5	36,273	
Sub-Total Non-Serviceable	-	48,622.4	37035	0
Sub-Total Residential		54,569.6	88,555	51,250
Non-Residential Build-Out				
Commercial (C)	-	1,327.3	-	1,327*
Suburban Mixed Use (SMU)	30	288.7	8,661	289
Mixed Employment (ME)	30	2,180.1	65,403	2180
Industrial (I)	-	4,614.4	-	4614
Public Facilities (PF)	-	272.7	-	272
Open Space and Parks (OSP)	-	44,684.0	-	
Tribal (T)	-	271.7	-	
Sub-Total Non-Residential		53,638.9	74,064	8,682
TOTAL		108,208.5	162,619	59,932

*Average water demands of 1,000 GPD/acre for commercial

Build-out of this comprehensive plan would require the city to grow by over 800%. The timeline to achieve this growth is well beyond the typical planning horizon for infrastructure; therefore build-out of tentative maps will be utilized for future planning for this master plan.

4.4 Build-Out of Tentative Maps (updated data from the city on the progress of TMs and FM's)

The estimated number of future water customers is based on the build-out of tentative maps (T.M.s). Due to varying expiration dates of tentative maps, both active tentative maps, as well as recently expired tentative map unit counts, are included. The City of Fernley has currently approved 3,636 tentative map units.

To accurately estimate water demands for build-out/T.M. areas, a review of the current quantity of customers/connections was performed. Per the 2008 WMP, at the end of August 2007, the City had 7,141 water customer connections. The 2021 Hansford Economic Consulting Rate Study listed 7,277 Residential Connections and 226 Non-residential meters (2021 HEC rate study [Sep 2021] 7,503 meters). At the end of July 2021, data obtained from the City's Utility billing department listed 7,681 connections; however, after receiving the July 2021 data from Utility Billing, the data was analyzed, and it was determined the billing software duplicated some meter reading lines in the billing software data export and some meters had no usage. After removing duplicate meters and meters with no usage, it was determined the total number of existing meters/connections in the system is approximately 7,313 as of July 2021. Replacement of the radio read meters will assist in determining a more accurate number of connections.

**Table 4.2: Water Customer Connections
Based on Build-Out of T.M.s**

Customers billed in July 2021*	7,313
Tentative map units remaining to be recorded*	3,636
Future water total connections w/ build-out of T.M.'s	10,949

*To be updated on an annual basis

4.5 Tentative Development by Planning Areas

This section provides a review of Approved Tentative Maps by planning area, where "Tentative Maps" includes all residential development projects which have been approved by the City Council and the City Planning Commission. Some development projects are already under construction; in other words, a portion/phase(s) of the development has a final map, while the remainder of the development is still in the planning, design, and improvement plan review.

The City of Fernley *2018 Comprehensive Master Plan* has allocated four (4) areas for planned development and potential growth. Additionally, *Shaw Engineering* has included two (2) other areas which have recently experienced large growth. The boundaries of the planning areas are based on major transportation routes, and/or the area's topography and land uses. The land planning areas are illustrated in Exhibit 7.

Development in any of the four (4) planning areas is completely dependent upon market forces, available infrastructure, available water rights, developable land, and the City's *2018 Comprehensive Master Plan*. At this point, the City's approved tentative maps provide a reliable indicator of the City's future service commitments for the next 5-20 years

4.5.1 AREA 1 – South Fernley – Comprehensive Master Plan

Currently, there are no approved tentative maps for the South Fernley Area. This area was updated in the City's master planning efforts to remain rural. Due to the remote location and difficulty providing utilities and other infrastructure; the area was removed from being identified as a future service area for the City. As with other areas not master planned to be developed; a specific area plan would be required for development in this area to review, amongst other items, what City services are planned to be provided for the entire area.

4.5.2 AREA 2 – Southwest Fernley – Comprehensive Master Plan

The Southwest Fernley region has 2,701 total mapped units, of which 504 have been recorded with the Assessor's office. The number of approved tentative map units remaining is 2,035 and

162 units are pending approval. See Exhibit 9 for developments in the Southwest Fernley service area.

4.5.3 AREA 3 – Central Fernley

The Central Fernley region has 1,896 total mapped units, of which 765 have been recorded with the Assessor's office. The number of approved tentative map units remaining is 847 and 284 units are pending approval. See Exhibit 10 for Developments in the Central Fernley service area.

4.5.4 AREA 4 – Farm District Road

The Farm District Road region has a total of 1,428 total mapped units, of which 648 have been recorded with the Assessor's office. The number of approved tentative map units remaining is 780. See Exhibit 11 for Developments in the Farm District Road service area.

4.5.5 AREA 5 – Stock Lane – Comprehensive Master Plan

Currently, there are no approved tentative maps for the Stock Lane Area.

4.5.6 AREA 6 – North Fernley – Comprehensive Master Plan

Currently, there are no approved tentative maps for the North Fernley Area.

4.5.7 AREA 7 – Industrial Area

Two distinct industrial areas of the city are currently being developed. These areas are identified on Exhibit 7 as "Industrial Area East" and "Industrial Area West".

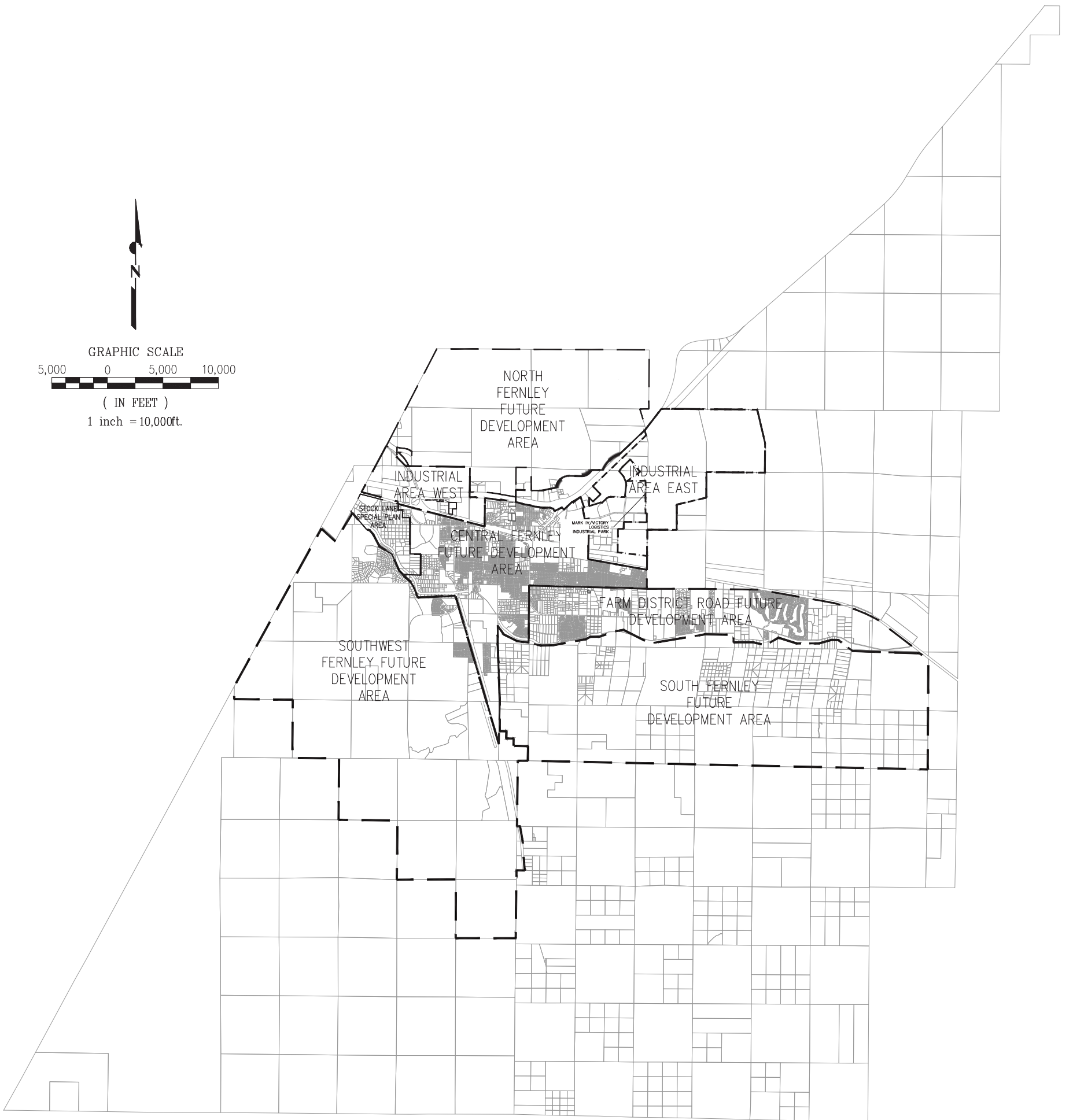
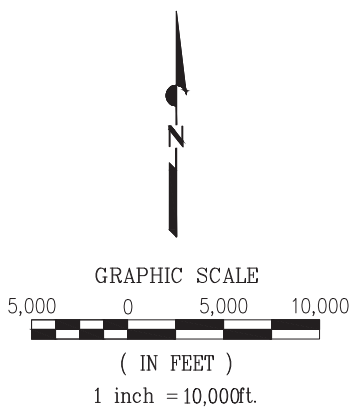
Industrial Area East:

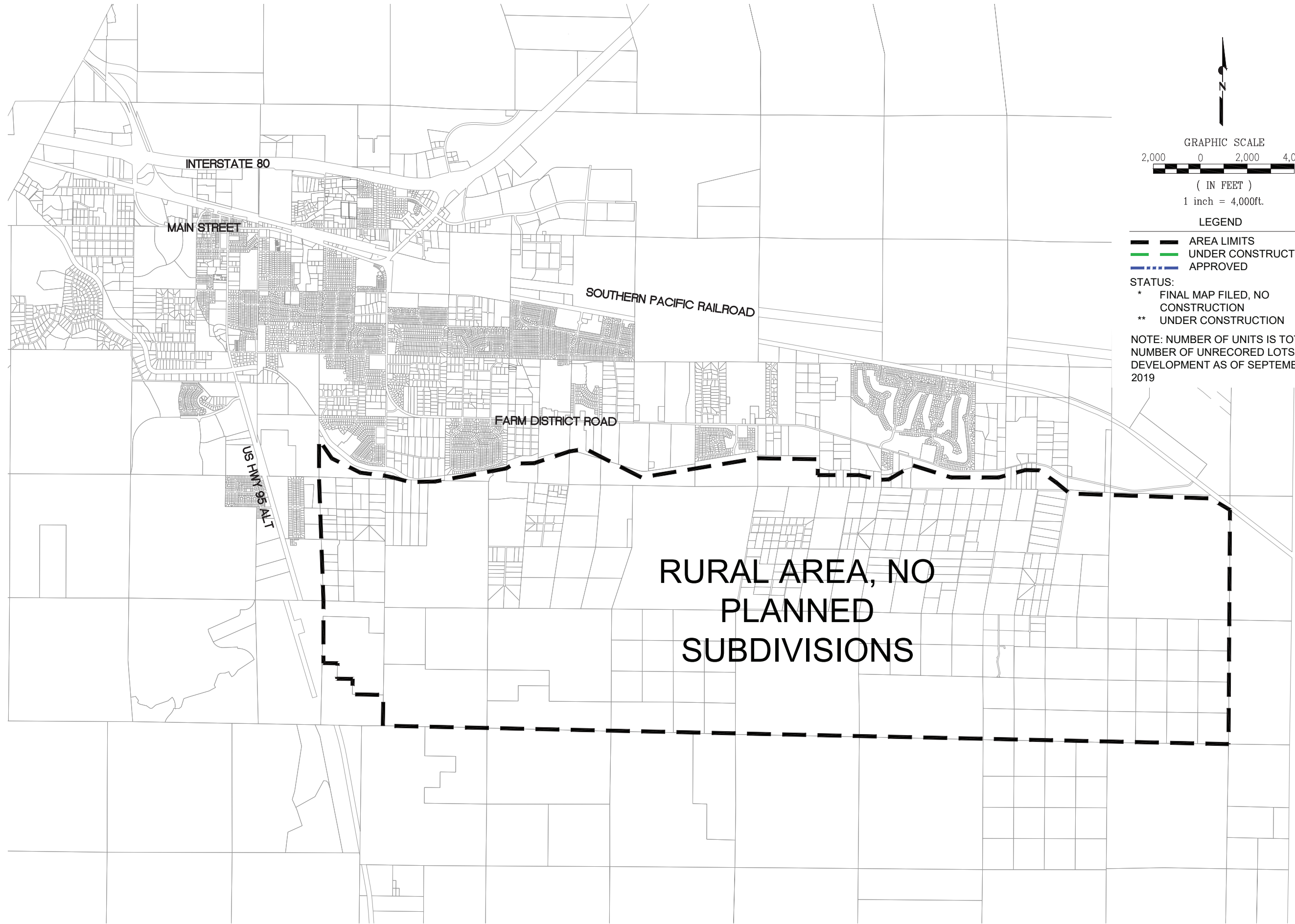
The industrial area east has the potential for the largest non-residential impact on the water system. The area encompasses over 2,800 acres. The majority of the property owners have tentative plans for large warehouse developments on most of the land on the south side of I-80 and unknown future development on the north side of I-80. The water demands for the areas have been estimated by the majority of property owners to be on the order of 1,400 to 9,100 ERCs. The range is due to whether the warehouse developments will be primarily logistics or manufacturing. The ERC estimates do not include the area on the north side of I-80. For planning purposes, 80% of the maximum ERC estimate (7,280) has been utilized for the build-out demands of the entire Industrial Area East.

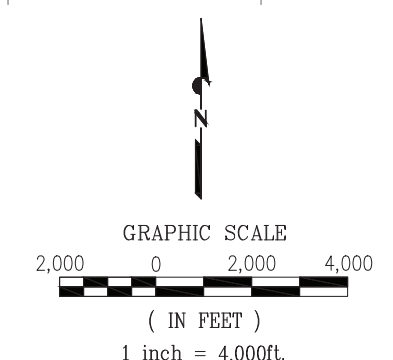
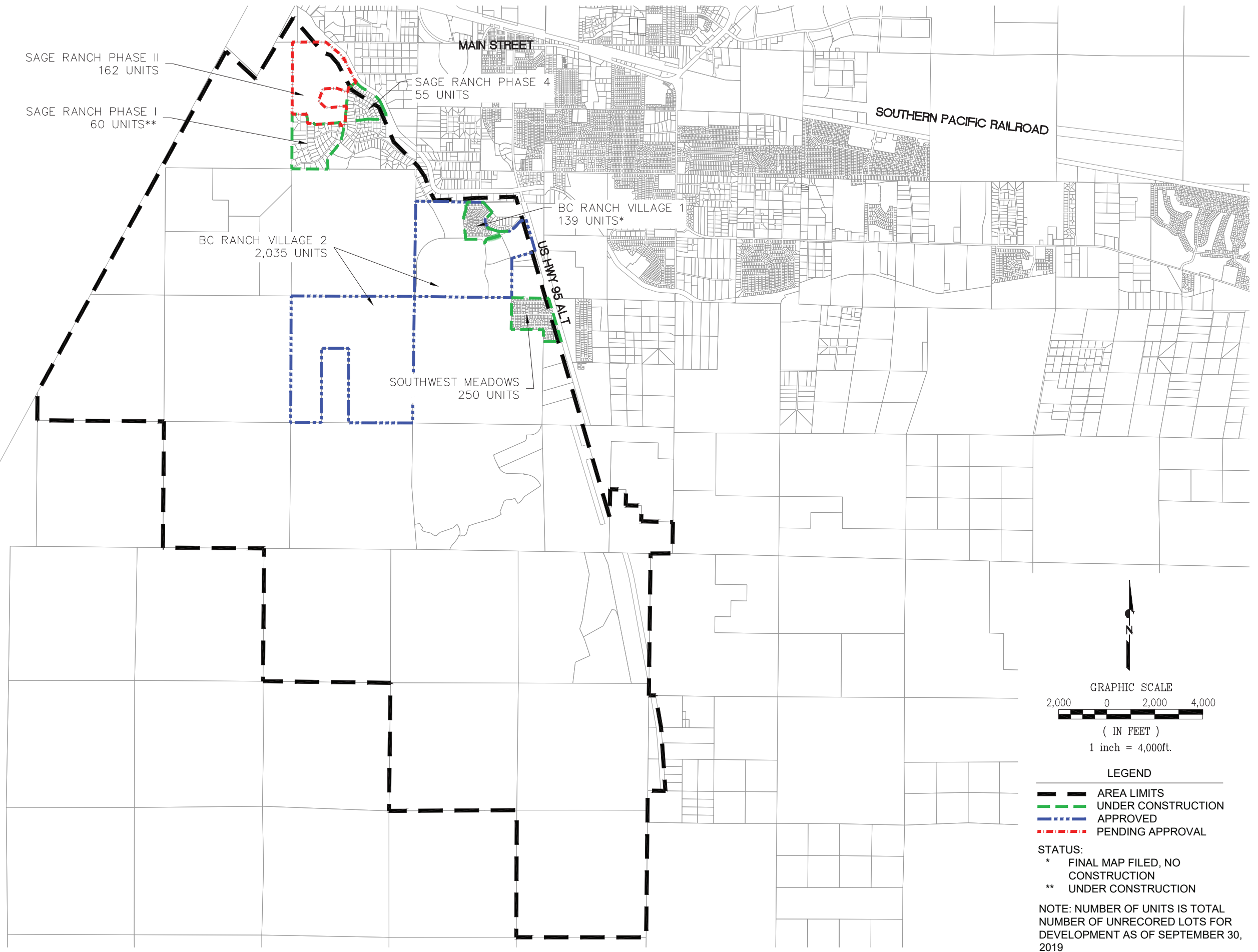
Industrial Area West:

The industrial area west consists of scattered undeveloped parcels along Logan Lane as well as vacant land on the North side of I-80. The area encompasses approximately 930 Acres of undeveloped privately owned parcels. It is estimated a mixture of commercial, logistics centers, and manufacturing will be developed in this area. Build-Out water demand for this area has been estimated to be 1,000 Gallons per day per acre.

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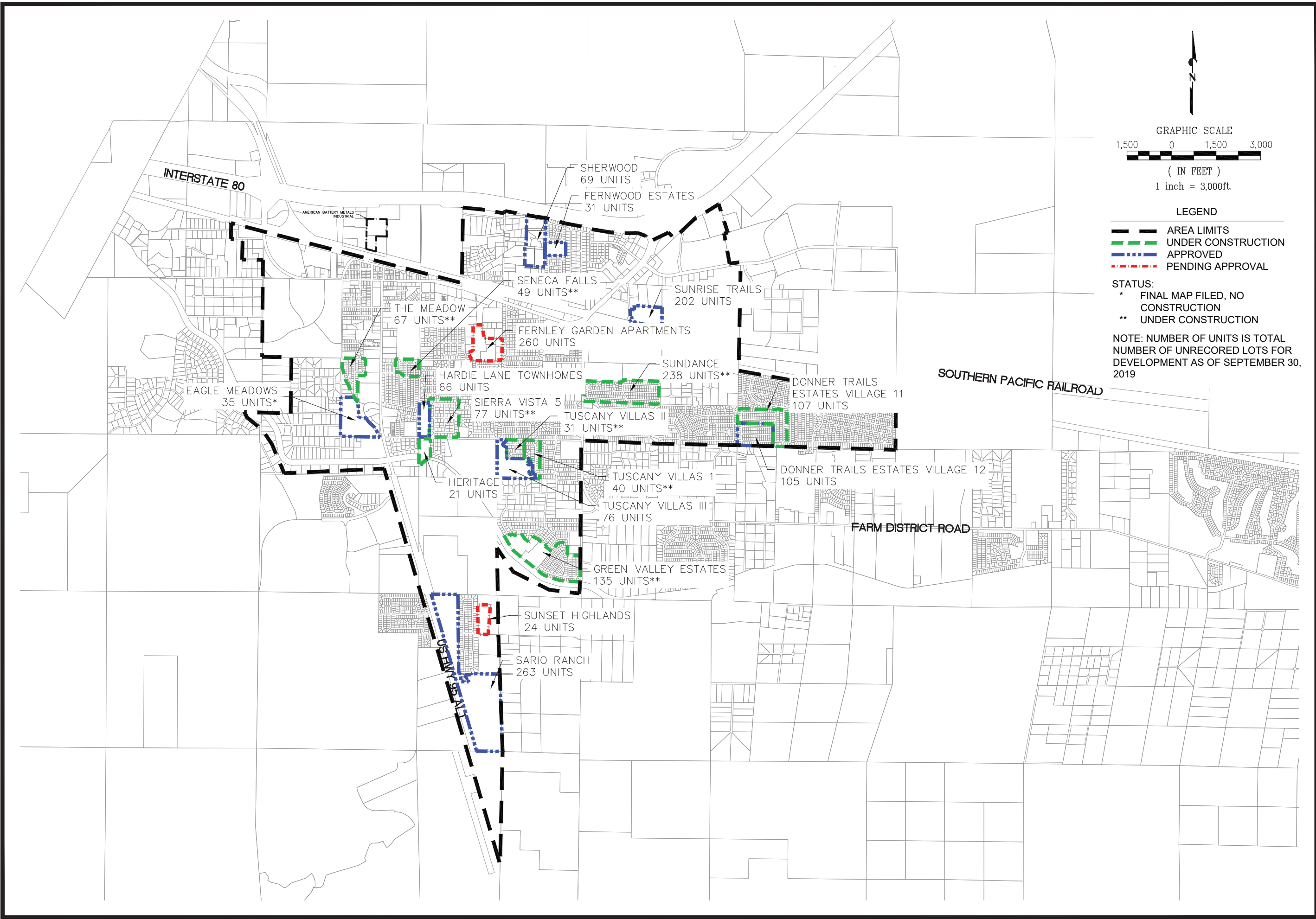


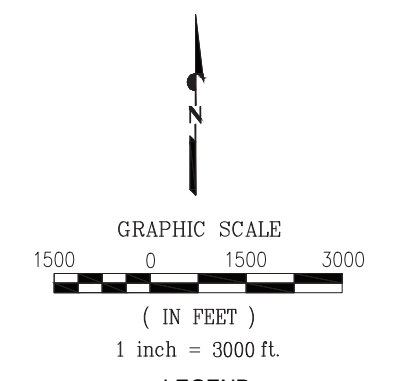
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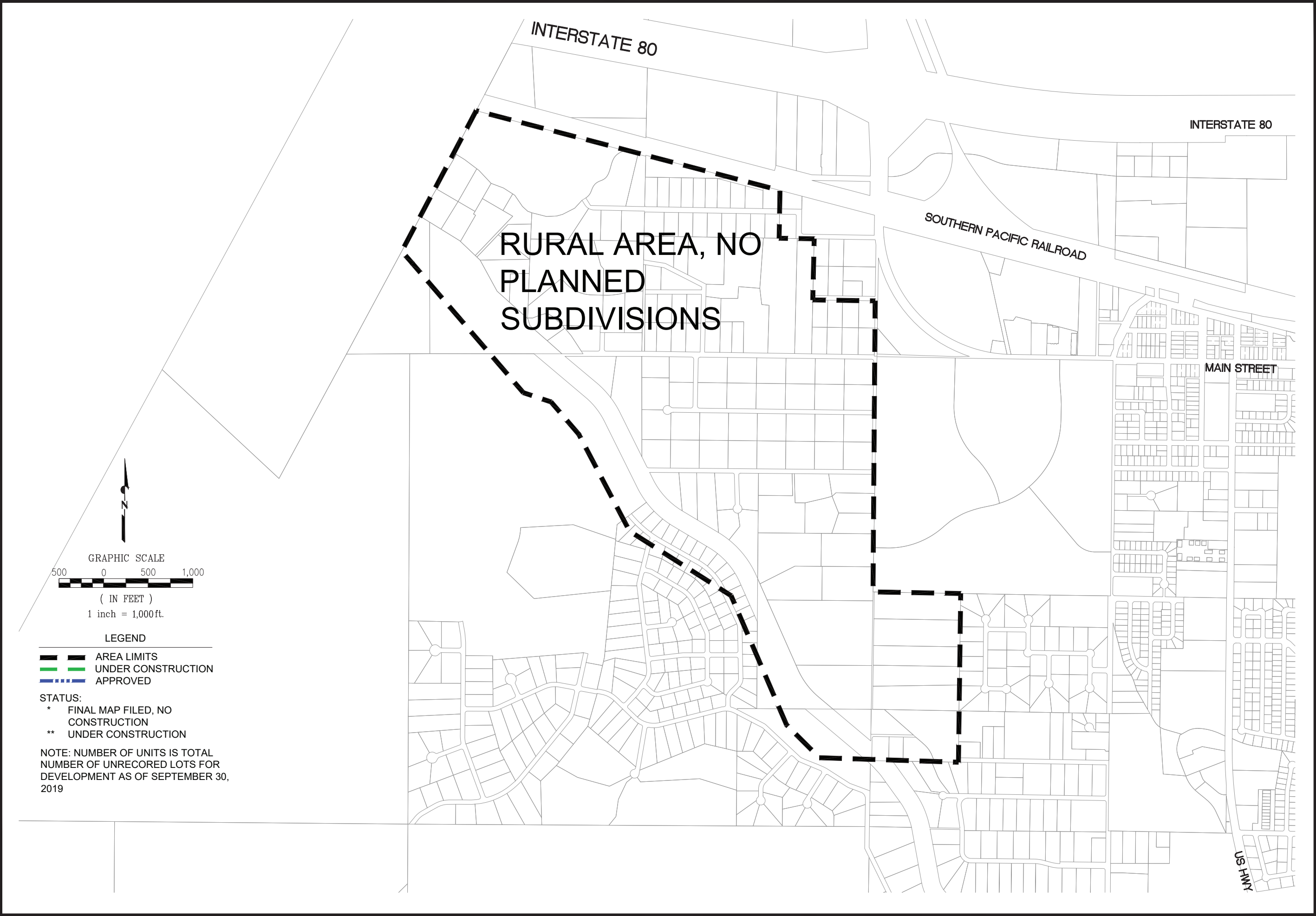
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	UNDER CONSTRUCTION
	APPROVED
	PENDING APPROVAL

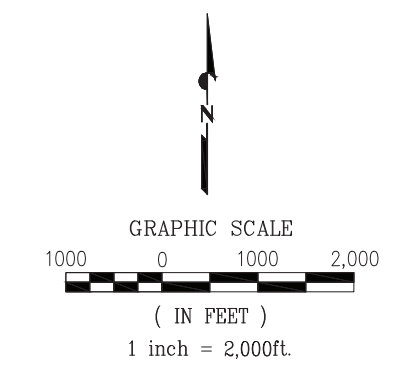
STATUS:
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 ** UNDER CONSTRUCTION

NOTE: NUMBER OF UNITS IS TOTAL NUMBER OF UNRECORDED LOTS FOR DEVELOPMENT AS OF SEPTEMBER 30, 2019









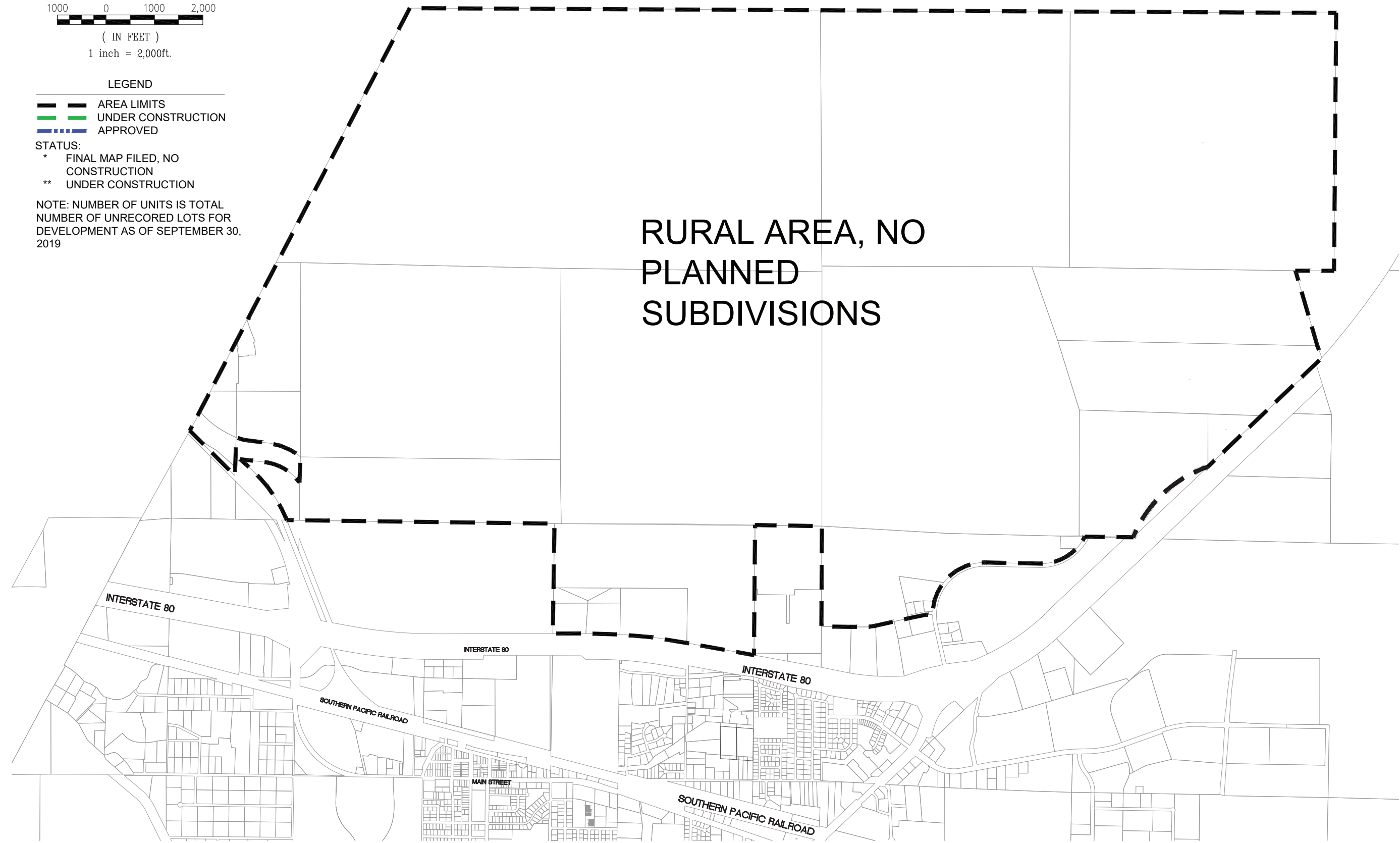
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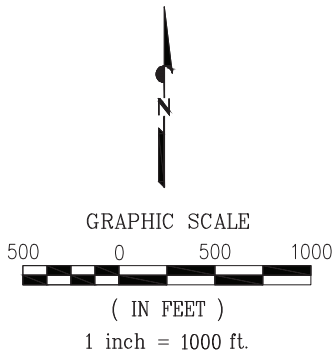
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 — UNDER CONSTRUCTION
 — APPROVED

STATUS:
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NOTE: NUMBER OF UNITS IS TOTAL NUMBER OF UNRECORDED LOTS FOR DEVELOPMENT AS OF SEPTEMBER 30, 2019

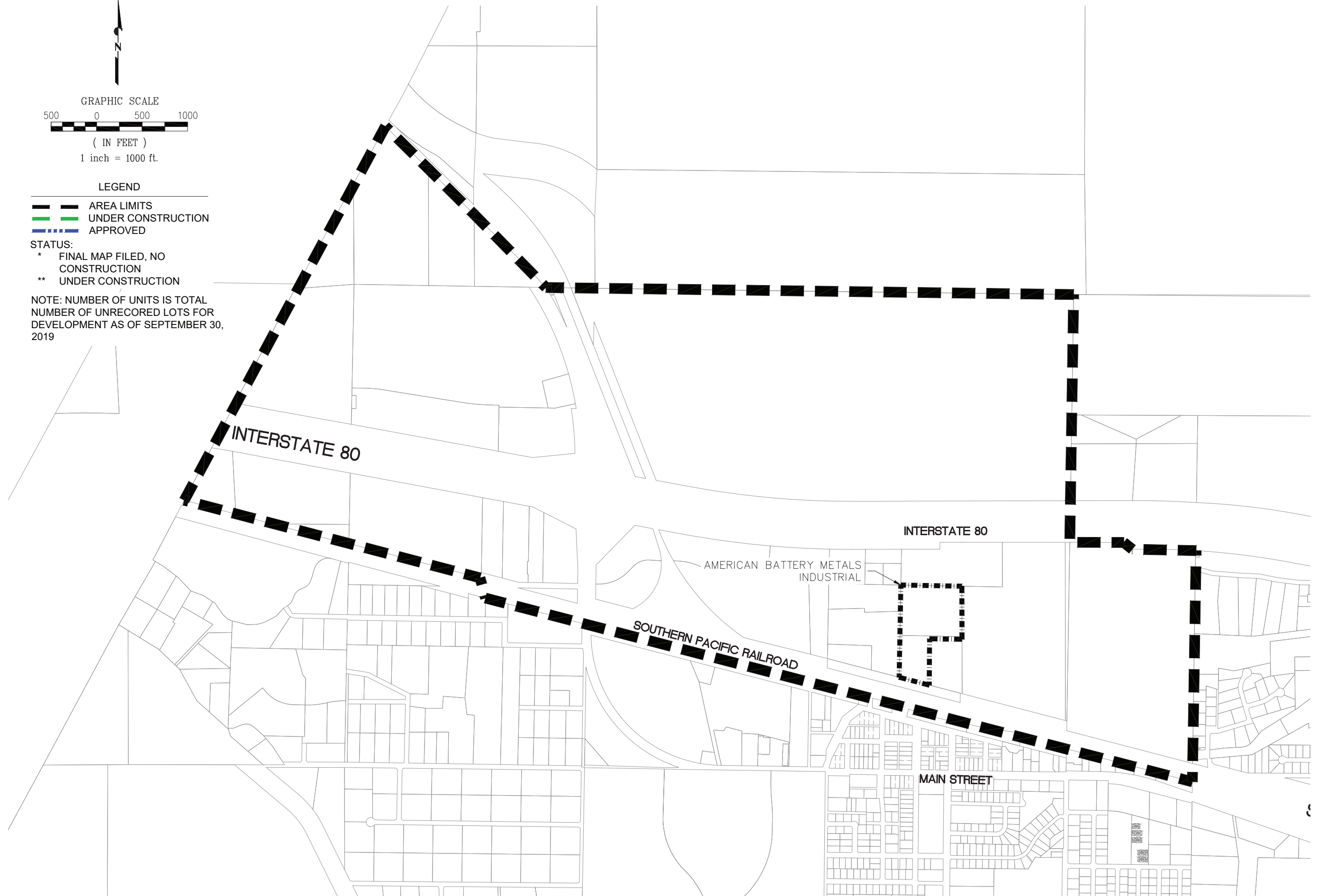
RURAL AREA, NO PLANNED SUBDIVISIONS

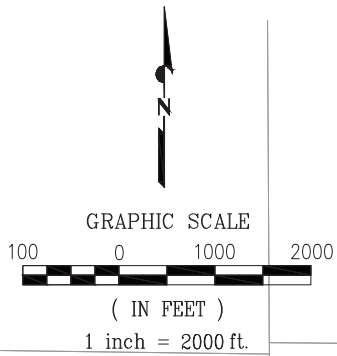




- LEGEND
- AREA LIMITS
 - UNDER CONSTRUCTION
 - APPROVED
- STATUS:
- * FINAL MAP FILED, NO CONSTRUCTION
 - ** UNDER CONSTRUCTION

NOTE: NUMBER OF UNITS IS TOTAL NUMBER OF UNRECORDED LOTS FOR DEVELOPMENT AS OF SEPTEMBER 30, 2019





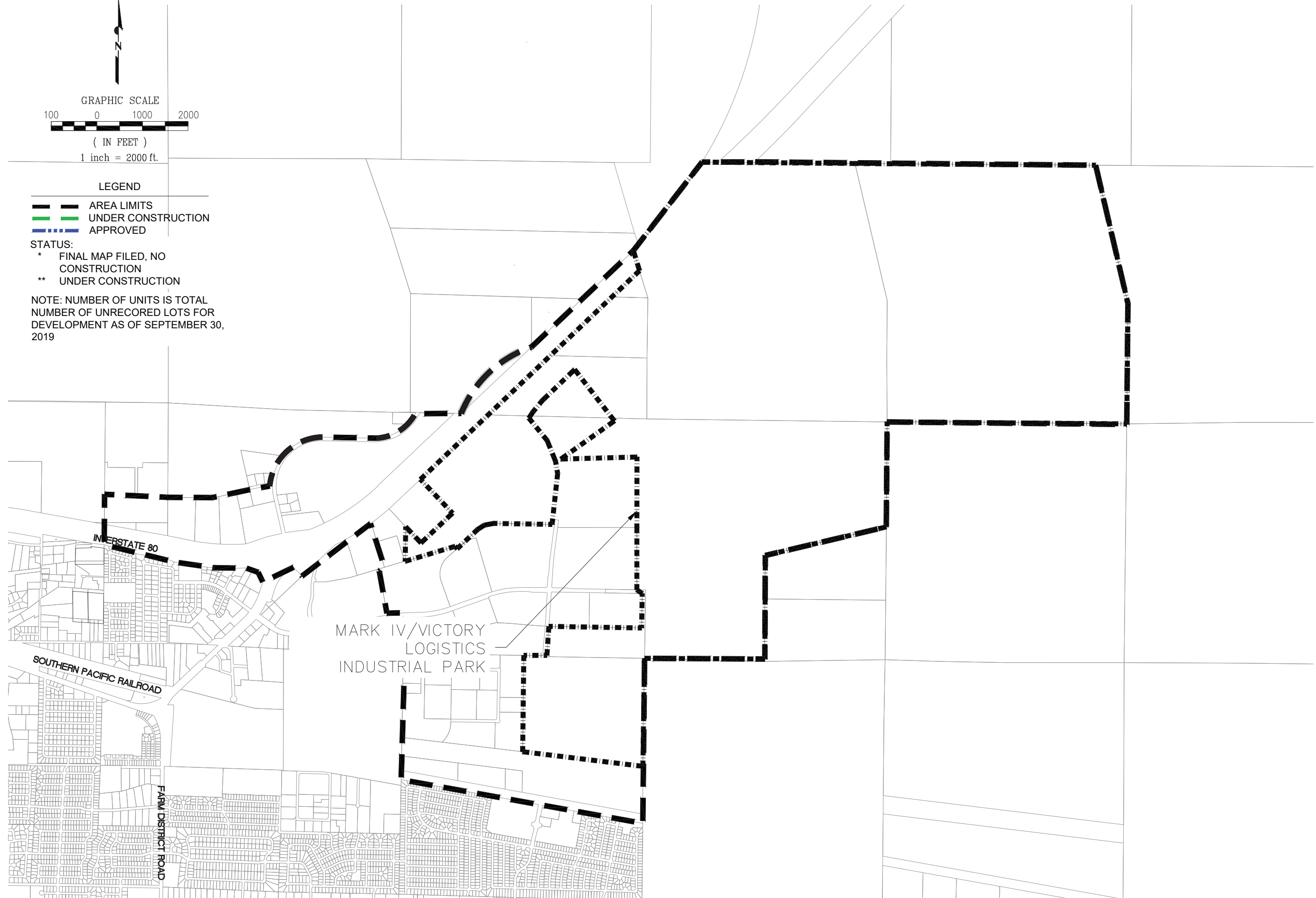
LEGEND

-  AREA LIMITS
-  UNDER CONSTRUCTION
-  APPROVED

STATUS:

- * FINAL MAP FILED, NO CONSTRUCTION
- ** UNDER CONSTRUCTION

NOTE: NUMBER OF UNITS IS TOTAL
NUMBER OF UNRECORDED LOTS FOR
DEVELOPMENT AS OF SEPTEMBER 30,
2019



4.6 Summary

In summary, the City of Fernley has 6,025 tentative map units. Of the 6,025 units, approximately 3,636 remain to be recorded with the county Assessor's Office. In addition, the City reports 446 units of potential development (submitted but unapproved tentative applications and pre-conference discussions only). A summary of the development areas is provided in Table 4.3. Areas such as Desert Lakes have been omitted from the count as there are very few units to be built out. Appendix B details each subdivision's status.

Table 4.3: Approved Tentative Maps and Tentative Map Applications

Region	Total Lots	Final Mapped Units/Lots	Approved Tentative Map Units*	Pending Approval
South Fernley	0	0	0	0
Southwest Fernley	2,701	504	2,035	162
Central Fernley	1,896	765	847	284
Farm District Road	1,428	674	754	0
Stock Lane	0	0	0	0
North Fernley	0	0	0	0
TOTAL	6,025	1,943	3,636	446

*Includes tentative maps with applications pending approval

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SECTION 5

GROWTH PROJECTIONS

5.0 GROWTH PROJECTIONS

5.1 General

Customer growth projections based on historical and planned growth patterns are vital to the design and upgrading of water distribution systems. Customer growth projections help provide a basis for water connection/meter pricing structures, planning for capital improvement projects, and water system design. Ideally, a water distribution system design would be flexible in its ability to evolve with changing growth patterns.

This section provides a growth projection based on Land Use assumptions detailed in the City of Fernley *2018 Comprehensive Master Plan*.

5.2 Growth Projections

The growth projections presented in this *Water Master Plan* are based on the Land Use Assumptions adopted by the *City's Comprehensive Plan*.

The projection of population growth in Fernley is provided in Table 5.1 through 2040.

Table 5.1: Population Growth Projection

Year	Population	Metered Connections	Percent Change	Change from previous year
2018	19,609	6,488	-	-
2019	19,923	6,592	1.6%	104
2020	20,202	6,684	1.4%	92
2021	20,464	6,771	1.3%	87
2022	20,689	6,845	1.1%	74
2023	20,917	6,921	1.1%	75
2024	21,126	6,990	1.0%	69
2025	21,295	7,046	0.8%	56
2026	21,444	7,095	0.7%	49
2027	21,573	7,138	0.6%	43
2028	21,681	7,173	0.5%	36
2029	21,767	7,202	0.4%	29
2030	21,833	7,224	0.3%	22
2031	21,898	7,245	0.3%	22
2032	21,942	7,260	0.2%	14
2033	21,986	7,274	0.2%	15
2034	22,030	7,289	0.2%	15
2035	22,074	7,304	0.2%	15
2036	22,096	7,311	0.1%	7
2037	22,118	7,318	0.1%	7
2038	22,140	7,326	0.1%	7
2039	22,160	7,333	0.1%	7
2040	22,148	7,340	0.1%	7
2018 to 2040 Annual Average	-	-	0.6%	42

SECTION 6

WATER DEMANDS AND DEMAND PROJECTIONS

6.0 WATER DEMANDS AND DEMAND PROJECTIONS

This section presents an analysis of the City's Water demand and demand patterns, including a water demand projection to 2040. Water demands are analyzed for residential and non-residential usage. In addition, water demand patterns are compared to groundwater production and seasonal variation.

6.1 Water Demands

Currently, the City of Fernley assesses water right dedications based on Equivalent Residential Connections (ERC). One single-family residential connection represents one ERC, whereas the commercial or industrial customer which would have a water demand 10 times that of a single-family residence would be assessed 10 ERCs. In terms of water quantity, one ERC is equivalent to 1,000 gallons per day (gpd), or 1.12 acre-feet per year (AFA or AFY). Therefore, water rights dedications are based on the 1.12 AFA/ERC Value.

The City of Fernley's water demands can be evaluated from two different perspectives. The City's groundwater pumping records and WTP Flow Meter are reliable indicators of the City's water use, which includes domestic water demand, industrial/commercial water demand, irrigation demand, construction water usage, and water system losses. Alternatively, the City's Rate Table Summaries provide reliable water use data by meter size and consumer type, e.g., residential, commercial, master meters, construction water, and non-billable City entities; however, the Rate Table Summaries do not reflect system losses. Therefore, in general, the groundwater pumping records provide an accurate glimpse of the City water demand as a whole.

Considering the average daily water treatment plant production (Table 6.2) over the last few years, and comparing the maximum days to the minimum days, it is apparent that outdoor water usage, including irrigation water and construction water, continues to be a large portion of the City's water demand during the peak demand season. Table 6.2 includes a comparison of the average daily WTP production for the maximum days and the minimum days. For the estimate of the outdoor water usage, it was assumed that the minimum monthly demand is the baseline potable water demand for the year.

To determine an appropriate Maximum Day Demand factor, the annual MDD factor was averaged for the last five years. The *2008 Water Master Plan* utilized an ADD to MDD factor of 2.1. As part of the data reviewed for this 2022 WMP update, it was observed base and average demands in the system vary. The change in yearly demands of the system can be attributed mainly to recent rate structure adjustments. To update the City's hydraulic model, the last 5-years of WTP daily and annual production amounts were analyzed. The data revealed that 2018 was the year with the highest demand, subsequently, 2018 flows were utilized to determine an Average Day Demand for the system of 3.672 MGD. To determine a new MDD factor for the last 5 years, MDD factors were averaged. The MDD factor recommended to be utilized for the City's system is 1.69 times ADD. Supporting data from WTP flow records are provided in Table 6.1.

Table 6.1: Average WTP Production: Average Day and Maximum Day

Year	Water Treatment Plant Production (MGal)			
	Yearly Production	Average Day Demand (ADD)	Maximum Day Demand (MDD)	MDD Factor
2012*	1,316.34	3.606	6.539	1.81
2013*	1,612.30	3.595	6.433	1.79
2014*	1,621.63	3.621	6.771	1.87
2015*	1,213.78	3.325	6.026	1.81
2016*	1,289.88	3.534	6.360	1.80
2017	1,230.64	3.372	5.932	1.76
2018	1,340.43	3.672	6.296	1.71
2019	1,296.64	3.552	6.031	1.70
2020	1,420.67	3.881	6.370	1.64
2021	1,418.27	3.885	6.528	1.68
Average	1,341.33	3.672	6.231	1.69

*Additional data outside of the 5 years of study

A thorough analysis of the City's raw water well production capacities is discussed in the 2018 Water Resources Master Plan. In the Water Resources Master Plan, it is identified current wells are sufficient for marginal/immediate growth in the system, however additional groundwater or surface water needs to be added to the system to meet 20-year buildout demands. As groundwater demands increase; pumping times at the wells will also increase during high-demand days in the summer. Longer pumping times on the City's wells will further tax the aquifer which can affect the overall capacity of the groundwater resource.

Table 6.2: Average Groundwater Well Production and Capacity

Well	Average Annual Pumping Rate (GPM)	Pumping Capacity (GPM)	Pumping Capacity (MGD)*
Well 4	1,003	1,600	1.536
Well 9	-	1,400	1.344
Well 9A	488	1,100	1.056
Well 11	1,549	2,550	2.448
Well 13	567	900	0.864
Well 14	1,284	2,050	1.968
Total	4,891	8,560	12.326
Firm Pumping Capacity**	-	6,010	8.654

*Based on wells pumping 16 hours per day

**Firm pumping capacity is based on the pumping capacity with the most productive well offline per NAC 445A.6672.3(b)

6.2 Peak Hour Flow Monitoring

During the summer of 2018, from June 6th through August 31st, the City WTP and Water Distribution operators performed a peak demand monitoring exercise. Based on experience operating the system, the City understood peak demand for the system occurred when the tank levels begin falling in the mornings during summer. The peak demand typically begins around 4:00 AM and lasts until around 8:00 AM when tank levels begin to stabilize. To calculate what the peak demand of the system is, operators recorded tank levels, PRV flows, and WTP flow at the beginning and end of the peak period every day. This provided the total gallons of water delivered into the system during the daily peak demand time. Based on those peak intervals, the flows going into the system from the plant and the tanks were calculated to be an 10.90 MGD PHD. Utilizing

a PHD of 10.90 MGD, the recommended peak factor for modeling purposes is 1.75 times MDD. Table 6.3 below provides a summary of the morning peak period flows recorded by the City's operators.

Table 6.3: 2021 Peak Hour Flow Recording Data June – Aug 2018

	Date	Time	Day	MGD	GPM
Minimum	07/11/2021	4am-9:45am	Sunday	8.3	5,763
Average*	-	-		9.5	6,597
Maximum	07/23/2021	4am-8:45am	Friday	10.9	7,569

*Calculated average of each day's peak hour demand recorded from July 1st through July 31st

6.3 Water Demands – Method 1: Comprehensive Master Plan Growth

The projected water system demands presented in this *Water Master Plan* are based on the City's *2018 Comprehensive Master Plan*. Refer to Section 5.0 for a discussion on the growth projection method. Table 6.4 is the water demand projection to 2040. Note that the 20 MGD maximum day demand is not projected to occur before 2040. Refer to Section 6.4 for Tentative Map growth rate projected water demands.

Table 6.4: Comprehensive Master Plan Projected Demands – 20 years

Year	Population	Metered Connections	ADD (MGD)	MDD (MGD)	Acre-Feet
2018	19,609	6,488	3.67	6.30	4,113.4
2019	19,923	6,592	3.78	6.48	4,230.0
2020	20,202	6,684	3.87	6.64	4,333.0
2021	20,464	6,771	3.96	6.79	4,430.5
2022	20,689	6,845	4.03	6.92	4,513.4
2023	20,917	6,921	4.11	7.06	4,598.5
2024	21,126	6,990	4.17	7.18	4,675.8
2025	21,295	7,046	4.23	7.28	4,738.5
2026	21,444	7,095	4.28	7.36	4,793.4
2027	21,573	7,138	4.32	7.44	4,841.6
2028	21,681	7,173	4.36	7.50	4,880.8
2029	21,767	7,202	4.39	7.55	4,913.3
2030	21,833	7,224	4.41	7.59	4,937.9
2031	21,898	7,245	4.43	7.63	4,961.5
2032	21,942	7,260	4.44	7.65	4,978.3
2033	21,986	7,274	4.46	7.68	4,993.9
2034	22,030	7,289	4.47	7.71	5,010.7
2035	22,074	7,304	4.49	7.73	5,027.5
2036	22,096	7,311	4.50	7.74	5,035.4
2037	22,118	7,318	4.50	7.76	5,043.2
2038	22,140	7,326	4.51	7.77	5,052.2
2039	22,162	7,333	4.52	7.78	5,060.0
2040	22,184	7,340	4.52	7.80	5,067.9

6.4 Water Demands – Method 2: Tentative Map Units

Method 2 of predicting future demands is analyzing the number of tentative map units to be built. While it is not certain what the timeframe will be for tentative map build-out, it will provide a future road map for infrastructure planning. As mentioned in Section 4.6 The City currently has 6,025 units planned or under construction. Given the current water customer count of 7,313, the build-out of all residential units would raise the number of customers to 10,949. Based on the number of customers the estimated, Average Day and Maximum Day demands would be 5.47 MGD and 9.25 MGD, respectively. Although the timeline is arbitrary; Table 6.5 was developed assuming all tentative maps will be built out in 20 years.

Table 6.5: Water Demand Projections – All T.M.'s in 20 Years

Year	Metered Connections	ADD (MGD)	MDD (MGD)	Acre-Feet
2018	6,488	3.24	5.48	2,895.85
2019	6,685	3.34	5.65	2,983.78
2020	6,887	3.44	5.82	3,073.94
2021	7,096	3.55	6.00	3,167.23
2022	7,313	3.66	6.18	3,264.08
2023	7,515	3.76	6.35	3,354.25
2024	7,717	3.86	6.52	3,444.41
2025	7,919	3.96	6.69	3,534.57
2026	8,121	4.06	6.86	3,624.73
2027	8,323	4.16	7.03	3,714.89
2028	8,525	4.26	7.20	3,805.05
2029	8,727	4.36	7.37	3,895.21
2030	8,929	4.46	7.55	3,985.37
2031	9,131	4.57	7.72	4,075.53
2032	9,333	4.67	7.89	4,165.69
2033	9,535	4.77	8.06	4,255.85
2034	9,737	4.87	8.23	4,346.01
2035	9,939	4.97	8.40	4,436.17
2036	10,141	5.07	8.57	4,526.33
2037	10,343	5.17	8.74	4,616.49
2038	10,545	5.27	8.91	4,706.66
2039	10,747	5.37	9.08	4,796.82
2040	10,949	5.47	9.25	4,886.98

6.5 Hydraulic Modeling Methodology

The City of Fernley Hydraulic Water Model was updated in 2011-2012 utilizing 1.4 x TMWA Rule 7 for demand allocation. The model has been recently calibrated to accurately reflect the demand on the system utilizing global demand multipliers to model ADD and MDD. PHD has also been modeled based on recent peak hour flow monitoring (Section 6.2). As final maps are recorded for new developments (Or new commercial connections activated) are constructed, they are added to the model utilizing 1.4 x TMWA Rule 7. The 1.4 x Rule 7 is relatively conservative; however, the use of global demand multipliers, factor out the excessively high theoretical demands. Once

new connections are added to the model, their actual demand on the system will be adjusted uniformly with the rest of the model and re-calibrated annually.

6.6 Demand Multiplying Factors

After model calibration and data analysis, Shaw Engineering determined updated demands and demand factors for design and modeling. Table 6.6 is a summary of the recommended residential water demand factors. The maximum day and peak hour demands are slightly lower than the current water model demand factors; however, with rising water rates residents have reduced outdoor watering. As outdoor watering is reduced further and the population grows; the peak factors will continue to adjust and flatten.

Table 6.6: System Demand Multipliers

	MDD	PHD
Demand Multiplier	ADD x 1.69	MDD x 1.75

6.7 Equivalent Residential Connections

As discussed, one ERC is the unit of measurement for water rights dedication for a single-family home. It is well known that 1,000 GPD ADD per home is a conservative number. To analyze actual hydraulic conditions, a review of groundwater pumping, WTP production, system losses, and actual consumption volumes was performed. Data was acquired from the City's wells, water treatment plant, and billing software to calculate an actual ERC value. The ERC value was analyzed based on observed average metered consumption through all domestic water meters in the system. In addition, multipliers were added to the average residential metered consumption to determine the equivalent residential resource/groundwater demand as well as the equivalent average residential WTP production demand (required flow into the distribution system). Due to the relatively elevated system losses in the distribution system discussed in Section 7.2, the estimated average production demand on the WTP for all residential connections was reviewed. The estimated actual ERC value based on averaging all residential flows is provided in Table 6.7 & Figure 6.1 below.

Table 6.7: Equivalent Residential Connection Demands

	ADD (GPD)
Average Residential Usage (Metered)	276
Average Residential WTP Production Demand*	328
Average Residential Resource Demand**	344

*Includes applying an additional multiplier of 18.8% for distribution system losses.

**Includes applying an additional multiplier of 5% for WTP losses

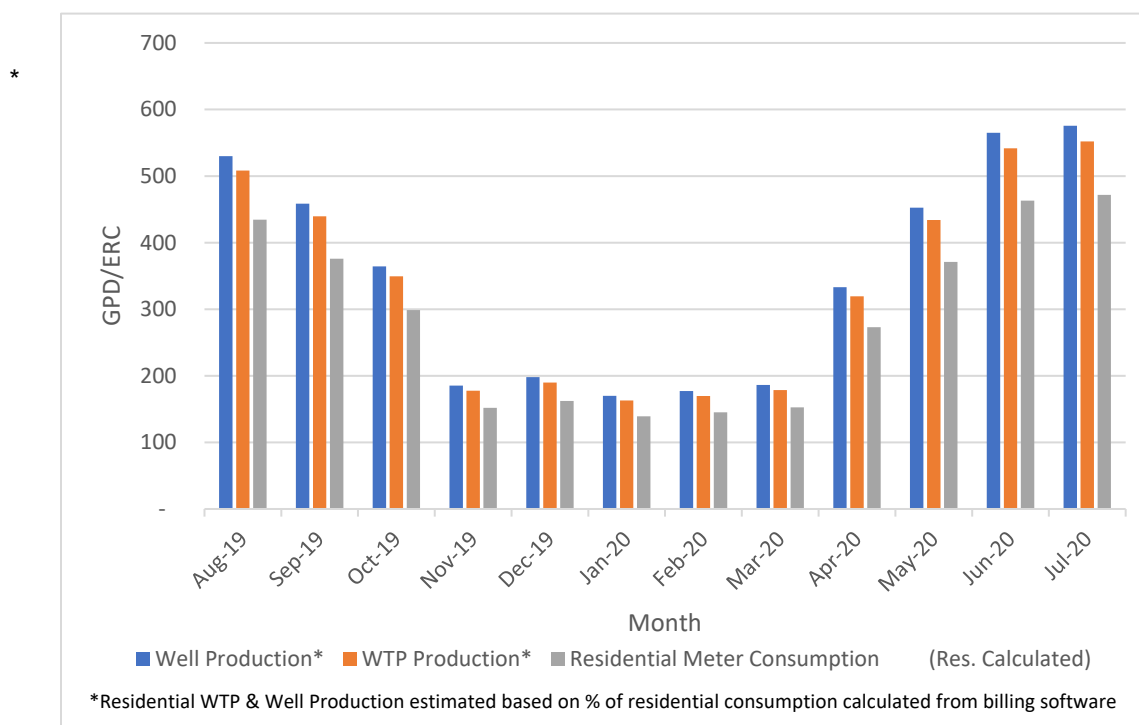


Figure 6.1: Single Family Residential 19/20 ERC Demands and Consumption [Demands retrieved from City Caselle Meter Billing Database]

6.8 Water Treatment Plant High Service Pump Station

The water conveyance system for the City of Fernley utilizes a central high service pump station at the WTP to deliver flow to storage tanks and customers throughout the City via two PRV connections to Gravity Pressure Zone 1. The pump station currently utilizes 3 pumps and an additional pump for redundancy. Each pump is equipped with a variable frequency drive (VFD) and the pump station has a firm capacity of 14,721 GPM (21.2 MGD). The high service pump station is piped for two additional pumps to be added in a future 30 MGD plant expansion. The pump station is capable of meeting all growth scenarios listed in this report assuming growth consistent with what has been observed in the past 10 years.

6.9 High-Pressure Transmission Mains

The City of Fernley currently utilizes a series of high-pressure transmission mains to deliver flow throughout the city with adequate pressure. One segment of the High-Pressure Transmission main acts as a central artery in which the City distributes the flow. This high-pressure transmission main begins at the Water Treatment Plant, heads east down Mesa Drive and South down Stock Lane then east down Sage Street to Mull Lane. To service continuing development in the eastern portions of the City, the high-pressure transmission main will need to be extended continuing down Mull Lane. The current transmission main is adequate for the current population; however, will not be able to serve immediate build-out scenarios for areas on the eastern portion of Farm District Road (See CIP 11 and 12). Immediate development areas within Central Fernley may not require extensions of the high-pressure transmission main. Growth/development to Southwest Fernley may require an extension of the high-pressure transmission main to the south and possibly an additional booster pump station.

6.10 Water Storage Facilities

The City of Fernley currently has 3 potable storage tanks in Gravity Pressure Zone 1 and the Sage Ranch Tank which serves the Sage Ranch Development Area (Pressure Zones 2 and 3). The total storage capacity of the City of Fernley potable water system is approximately 6.5 MG not including the Sage Ranch Tank. An assessment of the current state of development within the City shows that an additional estimated 3.0 MG of storage will be required to adequately serve the City of Fernley, and more specifically the industrial area, at peak hour flows and Fire Flow Storage through the year 2038. Although the storage tank location may change based on development patterns, it is estimated a tank South of the Canal near the eastern end of Farm District Road/Desert Shadows Lane will be preferable.

6.11 Rate Study Review

The City of Fernley currently uses the 2021 *City of Fernley Utility Rate Study* as a baseline for the City's water fee schedule. In 2021 the Connection fee for a single-family residential unit was \$6,825 and \$6,825 per 1,000 gallons of daily usage for commercial connections. Current meter rates are \$0.98 - \$1.13 per 1000 gallons depending on type and usage. The WRS recommended that by January 1st, 2017, the City increase its connection fees to \$7,150 for Single Family Residential Units. The meter rates were also recommended to slowly increase to \$3.60 per 1000 gallons monthly by July 1st, 2020. The purpose of the rate increase was due to a decrease in reserve funds and to create a more sustainable method of updating the current infrastructure. It is recommended the number of metered connections be reviewed further to ensure revenue estimates are as accurate as possible.

SECTION 7

INFASTRUCTURE PLANNING

7.0 INFRASTRUCTURE PLANNING

This section provides an overview of the proposed *Capital Improvement Projects (CIP)* planned over the next 5 years. Other proposed CIPs are shown in Exhibit 17. The estimated cost associated with each of the proposed projects is presented in Table 1.1.

7.1 Hydraulic Model Review

The current *Innovyze InfoWater* model utilized for development reviews and this Master Plan has been calibrated using data collected from the city and has identified area(s) with deficient pressure and/or flow. The model has demands added with each residential final map and commercial permit issuance in January of each year

7.1.1 Fernley High School Area

The Fernley High School Area has been identified as pressure deficient starting at Fernley High School and extending south along Highway 95A. Multiple junctions in this area fall below 40 psi during Maximum Day Demand violating NAC 445A.6711. This issue can be mitigated through CIP 8.

7.2 Water Loss Management

Data was collected from the Water Treatment Plant and the City's Caselle billing software to determine the water loss (non-revenue water) from the Water Treatment Plant to the water meters. August 2019 through July 2020 data was utilized for this analysis. Database outputs were scrubbed to remove duplicate meter readings and other billing software irregularities. Sources of water losses include maintenance flushing of water mains, unbilled authorized consumption, unauthorized or illegal consumption, minor data recording errors, and leaking mains and service laterals. Despite possible inaccuracies, due to the volume of losses, the majority of the water loss is believed to be due to leaks within the system and unauthorized or illegal consumption. Per AWWA, Acceptable system loss should be 6% or less. The average annual losses for the dataset retrieved are 17.1%. Figure 7.1 and Table 7.1 show the Water Treatment Plant production versus the billed/metered usage and water lost.

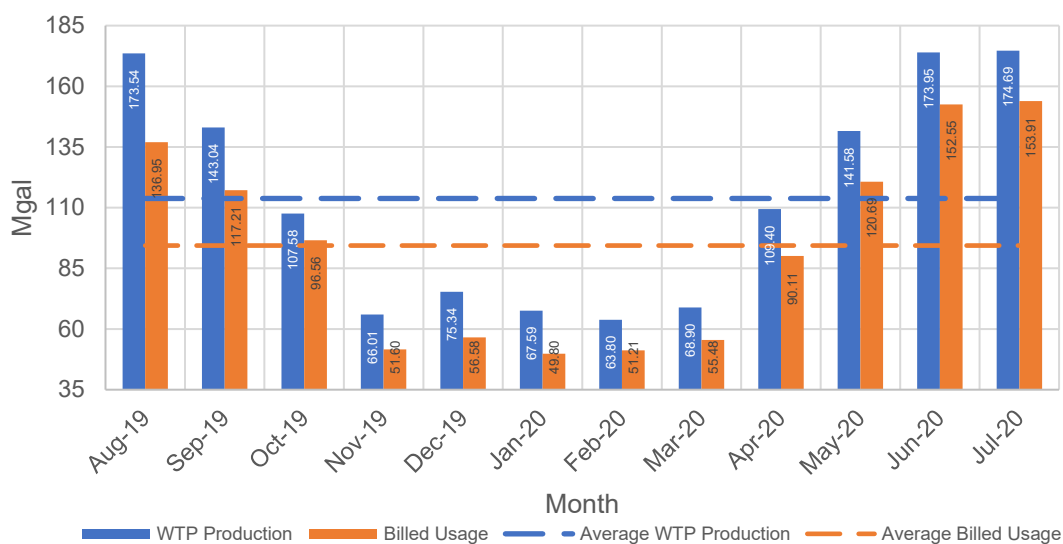


Figure 7.1: August 2019 - July 2020 Water Losses

Table 7.1: August 2019-July 2020 Water Loss Management¹

	Min (MGal/Month)	Max (MGal/Month)	Average (MGal/Month)
Water Treatment Plant Production	63.80	174.69	113.78
Metered Usage	49.80	153.91	94.39
Water Lost	11.02	36.60	19.40

¹Data Collected from 2019-2020 Billing and Water Treatment Plant Output Data

In addition to the unnecessary environmental impact of water losses, the revenue loss has a significant effect on the City's water enterprise fund (budget). From August 2019 thru July 2020 total revenue loss is estimated to be \$803,850. The estimated revenue lost does not include the cost of production and distribution. The total loss for the year is equivalent to 638 single-family residential connections. An estimated revenue loss was calculated utilizing \$3.45/1000 gal

Further identifying the loss of water throughout the system is deemed a high priority due to both the revenue and resource considerations. As the city moves towards fixed base meter reading, some data anomalies may be able to be reduced; however, a review of the distribution system for leaks may still be required. Different leak detection technologies are available for both ground survey instruments and in-pipe probe surveys. Temporary meters installed on mains feeding closed loop portions of the distribution system or pressure testing of areas of the system may also be feasible. The asbestos cement (transite) water mains throughout the older portions of the city should be the first areas to be reviewed with leak detection analysis. If the first sample areas of transite mains yield little to no leakage, some newer PVC mains throughout the City may need to be reviewed. Ultimately fixed base meter reading, temporary metering of main lines, and pressure testing may be the most viable options to narrow down potential problem areas. Leak detection methods such as low voltage conductivity sensing as shown in Figure 7.2 can be used; however other methods are available.

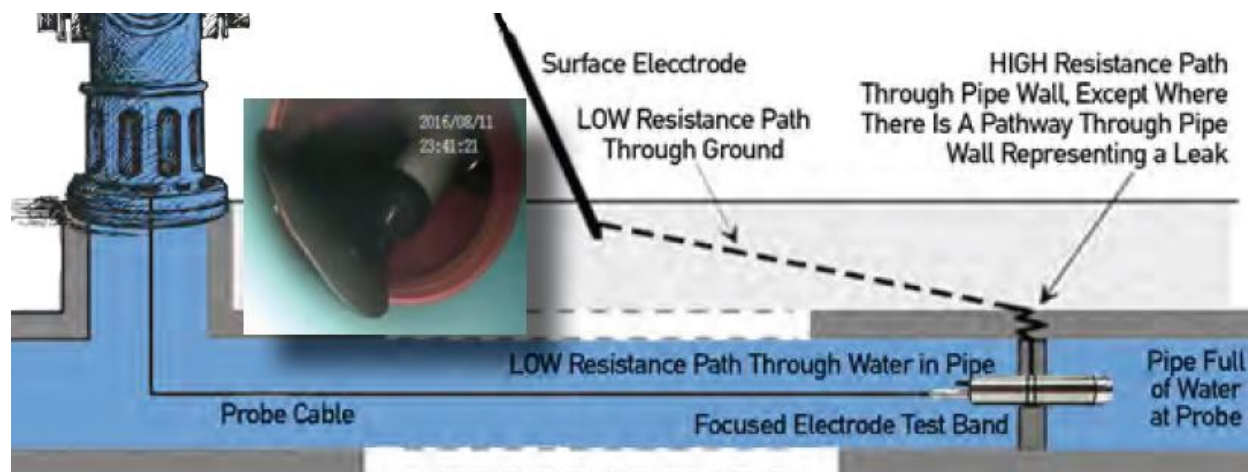


Figure 7.2: Low voltage conductivity sensing for water loss management

7.3 Planned Capital Improvement Projects – Deficiencies/Redundancy

The City has listed planned Capital Improvement Projects (CIP) in the *City of Fernley 2020-2021 Budget*. Essential Capital Improvement Projects have been developed based on existing infrastructure needs.

7.3.1 CIP 1 – EWWTP Fire Line and Potable Water Main Design

CIP 1 includes the design and connection of the East Wastewater Treatment Plant (EWWTP) to the Existing Water Distribution System. The new main connects to the distribution system in Nevada Pacific Parkway and extends 6,500 LF of 8-inch water main to the plant. Construction of this project has been completed.

7.3.2 CIP 2 – Cottonwood Lane Water Main Extension

CIP 2 includes the installation of 650 linear feet of 18-inch PVC waterline within Cottonwood Lane between Red Hawk Road and Rosewood Drive. The Project will also replace 1,500 linear feet of 6-inch AC water main with 18-inch PVC along Cottonwood Lane from Hardie Lane to Rose Lane. The project is currently in the final design phase and construction is planned for 2021.

7.3.3 CIP 3 – Fixed Base Meter Reading

The City of Fernley utilizes Sensus water meters throughout the system. Since 2013 the City has been replacing meters and/or meter registers/radios throughout the system. These new meters/registers allow the current drive-by meter reading to be performed; however, they are also equipped with a radio which is capable of sending a signal multiple times per hour to a fixed base receiving tower. This CIP will install three towers throughout the City with the plan to eliminate the need for drive-by meter readings. The fixed base system has other benefits such as same-day leak notification when a homeowner has a potential plumbing issue, advanced alerts for high usage, and reduced technician time by eliminating monthly drive-by as well as mid-month reads for service changes. Implementation of this project will be a combination of site electrical upgrades as well as Sensus radio/antenna equipment.

7.3.4 CIP 4 – WTP Surface Water Intake and Pump Station

This project will construct a canal intake structure, a raw water booster pump station to pump surface water to the WTP, and install a water distribution main from the plant to the canal for fire suppression and future system looping. Refer to the 2016 Surface Water Treatment Alternative Analysis completed by CDM Smith for additional details. This project is currently under construction and is scheduled to be completed in the Fall of 2023.

7.3.5 CIP 5 – Water Resource Investigation – Brady Hot Springs

The City hold 2,100 AFA of groundwater rights in the Brady Hot Springs Hydrographic basin which is Northeast adjacent to the Fernley Hydrographic basin. This project will investigate the feasibility of drilling a well within the Brady Hot Springs Basin to support the City's growing water demand during the winter months when surface water is not available.

7.3.6 CIP 6 – General Well Improvements

Project 6 includes general maintenance items to improve the longevity and maintenance of the City's well sites. Improvement items include new air conditioning and cooling units, electrical control upgrades and miscellaneous repairs and replacements to broken or aging equipment.

7.3.7 CIP 7 – WTP Surface Water Reservoir

Project 7 will include the design and construction of a new 1.5 MG potable water storage tank upstream of the high service pump station to reduce the peak demand on the water treatment plant. The construction of the tank will increase the potable water storage capacity at the treatment plant to 3.0 MG.

7.3.8 CIP 8 - WTP Improvements for Treatment of Surface Water

The City of Fernley currently holds surface water rights from the Truckee Canal. The WTP was designed to have the ability to be upgraded to treat surface water off of the canal during the original design. The 2016 Surface Water Treatability study details that in order to treat surface water the plant will need to be upgraded to include a flash mix system, solids drying ponds, chemical system upgrades, corrosion mitigation and SCADA and telemetry upgrades.

7.3.9 CIP 9 – Northeast Tank to Industrial Area Connection Main

The existing operation of the northeast industrial area relies on the Northeast Tank. Service from the Northeast Tank to the industrial area is provided via 13,300 LF of 14" Main and 2,900 LF of 12" main. CIP 4 includes the construction of approximately 1,900 LF of 14" Main connecting the Northeast Tank Feed/Drain line (14" AC) to the existing 14" C900 PVC main at the intersection of Duffy Road and Nevada Pacific Parkway. This would provide more capacity to the growing northeast industrial area and residential areas south of Highway 50.

7.3.10 CIP 10 – NE Booster Pump Station and Well 9/9A Improvements

CIP 10 is a project which will increase the reliability of the City's groundwater collection system and also has the opportunity to increase the capacity of groundwater to the water treatment plant. There are two options for the upgrades and capacity improvements of the Northeast Booster Pump Station and Wells 9 and 9A.

Project 10A

CIP 10A includes upgrading the Northeast Booster Pump Station to allow it to pump the full capacity of the combined flow rate from Wells 9 and 9A. Improvements will include replacement of suction piping between the pumps and blend tank at the booster pump station site, replacement of electrical/starters at the booster pump station site, installation of gensets at Wells 9/9A and the booster pump station and other miscellaneous piping and site improvements. A full explanation of Project 10A is detailed in Appendix A

Project 10B

CIP 10B is an alternative option to CIP 10A to abandon the Northeast Booster Pump Station and perform additional upgrades to Wells 9/9A. With this project, the NE Booster Pump Station would be abandoned and the yard piping or piping inside the building would be tied over to allow all equipment and tanks to be abandoned. To remove the NE Booster Station, Wells 9 and 9A would require chlorination to be added and the pumps to be upgraded to pump directly to the WTP via the raw water system. Similar to CIP 10A, gensets would also be required at the wells. The NE Booster Station is a remote facility with deferred maintenance. Abandoning the facility would simplify operations, reduce overhead costs, and save money over time. In addition, the pump upgrades at Wells 9 and 9A mean the full duty of the wells could be pumped to the WTP. A full explanation of Project 10B is detailed in Appendix A.

7.3.11 CIP 11 – US-95A Booster Pump Station and PRV

CIP 11 includes the design and construction of a Booster pump to be installed in the area of Fernley High School to serve planned and future developments in the Southwest Fernley Service Area. This project will help increase existing low pressures along US 95A and will aid development in the South. Additionally, a PRV will need to be installed along the 14-Inch main within Valley View Drive. As development comes in for service in this area there will be other potential issues with looping and upstream main upgrades depending on the size and needs of the developments.

7.4 Recommended Capital Improvement Projects – System Expansion

These capital improvement projects will increase the overall capacity of varying areas of the City's water system. These improvements are generally required to serve new growth areas of the system.

7.4.1 CIP 12 – Highway 50A Looping Main

CIP 9 introduces a loop connection to the existing 18-inch main within Nevada Pacific Parkway and an 8-inch connection in Pepper Lane within the Desert Lakes Subdivision. The looped connection will provide redundancy to the Desert Lakes subdivision and others on the east end of Farm District Road. Currently, there are a large number of connections that are served by a single main within Farm District Road; this looping main would increase system redundancy and eliminate dead end(s). Additional loops and future development would also be able to connect to the new main. Additionally, city staff has reported that the Ricci tank level decreases significantly in the morning. The incorporation of CIP 9 will assist in the moderation of the tank levels during high-demand periods.

7.4.2 CIP 13 – Logan Lane to Vine Street Loop

CIP 10 introduces a loop connection to the existing 8-inch main within Gazzigli Lane and the 8-inch main within Logan Lane. The looping will provide redundancy to the residential developments on Vine Street and the dead-end line in the industrial area of Logan Lane. This loop will help with water quality (loss of chlorine residual), increased fire flow, and an increase in the reliability of the system in the event of a main break.

7.4.3 CIP 14 – Mull Lane High-Pressure Transmission Main and PRV

CIP 14 will construct an extension of the 30-inch ductile iron pipe high-pressure transmission main from upstream of the Mull PRV approximately 6,400 lineal feet east to the existing Ricci Tank transmission line. This project will provide adequate pressure for future developments in the Farm District Road Service Area. A PRV station will be required to connect the new high-pressure main to the existing Ricci tank transmission main.

7.4.4 CIP 15 – Brady Hot Springs Well

Project 15 is a continuation of Project 5 and will include the design and construction of a new well, access road, power extension, and raw water transmission main. The purpose of Project 15 is to support the City's demand in the winter when surface water is not available.

7.4.5 CIP 16 – Desert Shadows Lane Transmission Main and PRV

CIP 16 will construct approximately 6,950 lineal feet of 24" and 8,100 lineal feet of 20" high-pressure transmission main extending from the extension of the Mull Lane high-pressure transmission main (CIP 11) to Clearwater Pkwy. The project will also include a PRV station and 2,800 linear feet of 20" gravity transmission and distribution main from the PRV to Farm District Road. This project will provide additional capacity in the Farm District Road Service Area as well as provide a direct source capacity expansion for a future Southeast Tank.

7.4.6 CIP 17 – Southeast Tank

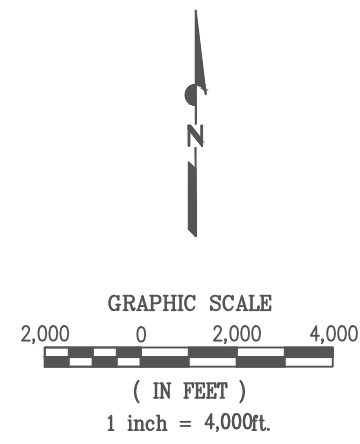
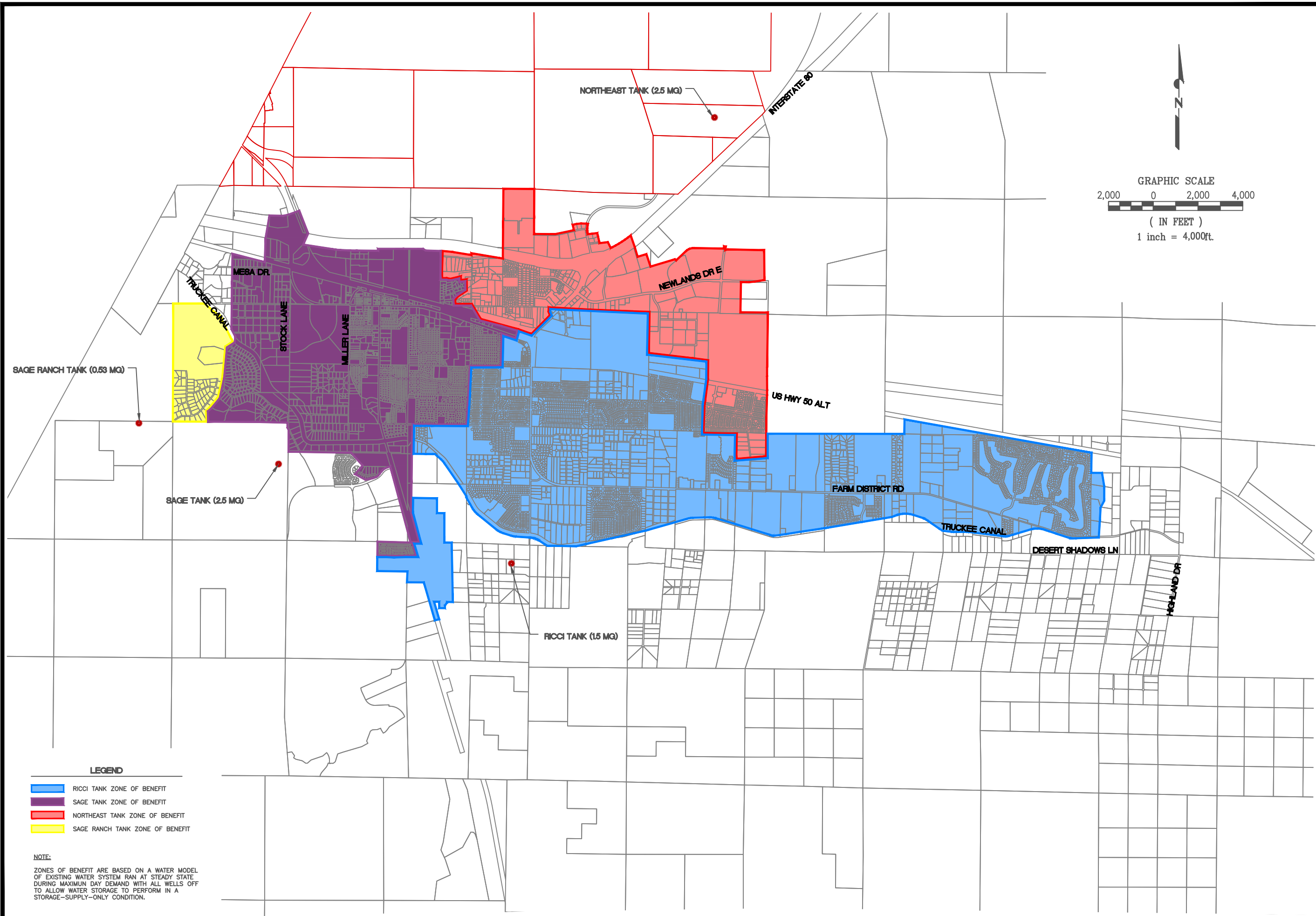
CIP 17 will include the construction of a 3.0 MG treated water tank to provide storage to facilitate growth on the eastern edge of the City of Fernley Service Area. This project will increase the available water storage capacity for all of Gravity Pressure Zone 1 and 2. In addition, this tank will increase fire flow available for the eastern end of Farm District Road and will allow many other areas of the system to increase fire flow commitments from the City (due to storage capacity

increases). The project will include a connection to the distribution system outlined in CIP 16. The project will include BLM permitting, site grading, and additional offsite access road and utilities.

7.4.7 CIP 18 – US-95A Booster Pump Station, PRV, and Transmission Main

CIP 14 includes the design and construction of a booster pump to be installed in the area of Fernley High School as well as upgraded distribution mains from Mull Lane to the southern terminus of the existing main in Highway 95A to serve planned future developments in the Southwest Fernley Service Area. This project will help with low pressures which currently exist along US 95A and will have a larger impact on allowing development to continue to the South. Additionally, a PRV will need to be installed along the 14-Inch main within Valley View Drive.

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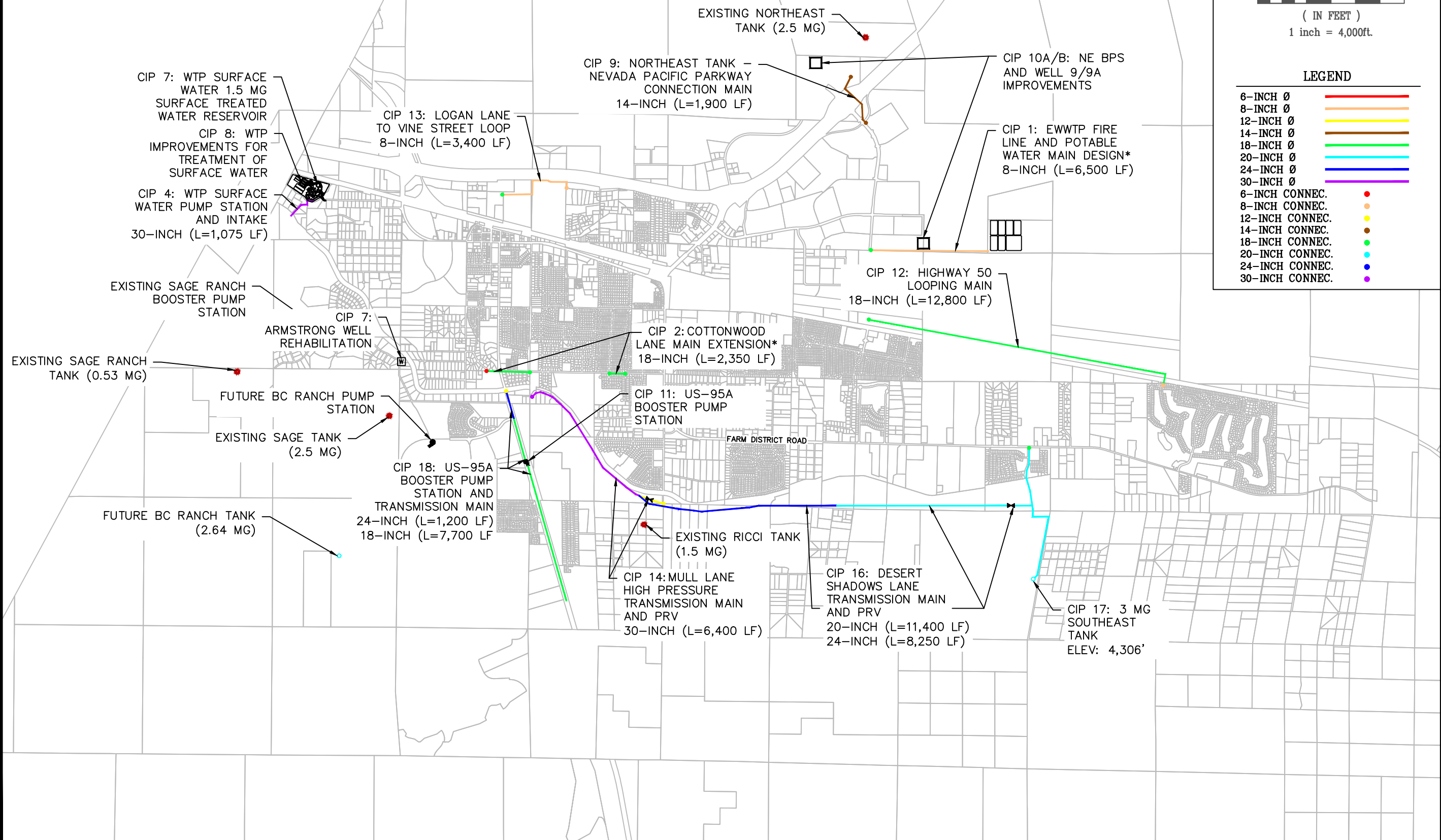


LEGEND

- RICCI TANK ZONE OF BENEFIT
- SAGE TANK ZONE OF BENEFIT
- NORTHEAST TANK ZONE OF BENEFIT
- SAGE RANCH TANK ZONE OF BENEFIT

NOTE:
 ZONES OF BENEFIT ARE BASED ON A WATER MODEL OF EXISTING WATER SYSTEM RAN AT STEADY STATE DURING MAXIMUM DAY DEMAND WITH ALL WELLS OFF TO ALLOW WATER STORAGE TO PERFORM IN A STORAGE-SUPPLY-ONLY CONDITION.

CIP'S NOT SHOWN
 CIP 0A: MAINTENANCE OF WATER DISTRIBUTION SYSTEM
 CIP 0B: FIRE HYDRANT REPLACEMENTS
 CIP 3: FIXED BASE METER READING
 CIP 5: WATER RESOURCE INVESTIGATION – BRADY HOT SPRINGS
 CIP 6: GENERAL WELL IMPROVEMENTS
 CIP 15: BRADY HOT SPRINGS WELL DEVELOPMENT



SECTION 8 PLANNED FACILITIES AND IMPROVEMENTS

8.0 PLANNED FACILITIES AND IMPROVEMENTS

8.1 General

The City of Fernley has experienced periods of rapid growth followed by a plateau. Currently, there are 7,945 tentative mapped units planned for the City, 3,884 of which have been final mapped. Due to the large amount of planned development, several water system facilities and transmission mains are being planned to serve the new developments and expand the water system capacity. The new facilities include storage tanks, booster pump stations, pressure reducing stations, and transmission mains. The construction of these system improvements and expansion are essential in providing water service where higher flows are to be expected with growth.

8.2 Proposed Water Pipelines

This *Water Master Plan* describes several transmission main projects. Some water mains are necessary to provide service to new development. The 20 MGD maximum day demand (MDD) is not projected to occur before 2040 however has been included in case a period of rapid growth occurs. Other water mains are suggested to increase system efficiency and reduce head losses. Table 10.1 includes summaries of the water transmission main projects described in this section. The projects are described in the proceeding sections.

Table 8.1: Water Pipeline Projects Summary for Upgrade and Expansion to 20 MGD Solution

Water Pipeline Project	Lineal Feet of Pipe	Purpose
24-inch Main– Highway 95A	800	20 MGD MDD
18-inch Main – Highway 95A	6,500	20 MGD MDD
30-inch High-Pressure Main – Mull Lane	6,400	20 MGD MDD
24-inch Main – Desert Shadows Lane	5,600	20 MGD MDD
20-Inch Main – Desert Shadows Lane	10,100	20 MGD MDD

8.2.1 24-inch Highway 95A Transmission Main

The 24-inch Highway 95A transmission main is proposed as part of the 20 MGD Solution. The project alignment begins at the intersection of Sage Street and Highway 95A, runs southeast along Highway 95A, and terminates at Fernley Hills Drive. The proposed alignment includes approximately 800 lineal feet of 24-inch transmission main.

The 24-inch main, as well as the 18-inch Highway 95A transmission main, will be important components to the source of supply for the future Highway 95A Booster Pump Station; therefore, the length will depend on the location of the pump station. Timing of the new 24-inch main will be dictated by growth along Highway 95A south. At present, the approved developments along Highway 95A include BC Ranch and Sario Ranch.

8.2.2 18-inch Highway 95A Transmission Main

The 18-inch Highway 95A transmission main is proposed as part of the 20 MGD Solution. The 18-inch water main would replace the existing 12-inch water main and will be required to provide an adequate source of supply to the future Highway 95A Booster Pump Station. The project alignment begins at Fernley Hills Drive as an extension of the 24-inch high-pressure transmission

main, runs southeast along Highway 95A, and terminates at Sario Residential development. The proposed alignment includes 6,500 lineal feet of 18-inch transmission main, assumed to be located along the west shoulder of Highway 95A.

The 18-inch main, as well as the 24-inch Highway 95A transmission main, will be important components to the source of supply for the future Highway 95A Booster Pump Station. Timing of the new 18-inch main will be dictated by growth along Highway 95A south. At present, the approved tentative developments along Highway 95A include BC Ranch and Sario Ranch.

8.2.3 30-Inch Mull Lane High-Pressure Transmission

The 30-Inch Mull Lane High-Pressure Transmission Main will connect upstream of the Mull Lane PRV and extend approximately 6,400 lineal feet southeast to the Ricci Tank which it will connect into the future Ricci PRV. The 30-Mull Lane High-Pressure Transmission.

The 30-Inch Main will be important as an additional source of supply for the Ricci Tank as well as providing extra capacity on the eastern side of Farm District Road. Timing of the new 30-Inch main will be dictated by growth along Farm District Road

8.2.4 24-Inch Desert Shadows Lane Transmission Main

The 24-inch Desert Shadows transmission main is proposed as part of the 20 MGD Solution. The project alignment begins north of the Ricci Tank connecting to the 30-Inch Mull Lane High Pressure Main and runs east along Desert Shadow Lane and will reduce to 20-Inch PVC at Painted Valley Lane. The proposed alignment includes approximately 5,600 lineal feet of 24-inch high-pressure transmission main.

The 24-inch main, as well as the 20-inch Desert Shadow Lane transmission main (Section 8.2.5), will be important components to the source of supply for new developments along Farm District Road. Timing of the new 24-inch main will be dictated by growth along Farm District Road.

8.2.5 20-Inch Desert Shadows Lane Transmission Main

The 20-inch Desert Shadows transmission main is proposed as part of the 20 MGD Solution. The project alignment begins at the connection of the 24-Inch main at Painted Valley Lane and runs east along Desert Shadow Lane and terminates at Painted Valley Lane. The proposed alignment includes approximately 10,100 lineal feet of 20-inch high-pressure transmission main.

The 20-inch main, as well as the 24-inch Desert Shadow Lane transmission main (Section 8.2.4), will be important components to the source of supply for new developments along Farm District Road. Timing of the new 20-inch main will be dictated by growth along Farm District Road.

8.3 Proposed Storage Tanks

As of the time of this *Water Master Plan*, several residential/commercial developments are planning new water storage tanks. Some of the proposed tanks will be located at higher elevations to allow new water pressure zones above the existing gravity zone. Table 8.2 is a summary of the water storage tanks described in this section. The projects are described in the proceeding sections.

Due to the City's limited water storage capacity, the construction of water storage tanks should be a high priority. However, the individual developers will be responsible for the design and construction of the water tanks.

Table 8.2: Proposed Storage Tanks

Tank	HWL Elevation	Volume	Notes
Southeast Tank	4342	3.0	20 MGD MDD
BC Ranch 1	4442	2.64	20 MGD MDD
BC Ranch Tank 2	4542	1.4	20 MGD MDD
BC Ranch Tank 3	4742	0.64	20 MGD MDD

8.3.1 Southeast Tank

The 3.0 MG Southeast Tank will be located south of Desert Shadow Lane, above the southwest end of Richards Way. In conjunction with the Mull Lane/Desert Shadows Lane Transmission Main, the 3 MG Southeast Tank is necessary to facilitate and sustain new growth along the Farm District Road corridor. The Following system improvements are required for potable water service.

- 3 MG Southeast Tank
- Mull Lane/Desert Shadows Lane Transmissions Main

The new Southeast Tank is required to sustain adequate pressures along Farm District Road as new developments are constructed. The Design for the Southeast Tank has been completed.

- Volume: 3.0 MG
- Diameter: 116 ft
- Height: 40 ft
- Base Elevation: 4,504 ft
- Overflow Elevation: 4,543 ft

8.3.2 BC Ranch Tank(s)

The BC Ranch Development will incorporate three storage tanks sized for the BC Ranch residential and commercial services. The BC Ranch Tanks are necessary to provide service to BC Ranch due to the elevations of the development.

BC Ranch Tank 1: Plans for the BC Ranch Tank 1 have been submitted to the City.

- Volume: 2.64 MG
- Diameter: 121.5 ft
- Height: 32 ft
- Base Elevation: 4,411.6 ft
- Overflow Elevation: 4,442 ft
- Controls: The BC Ranch 4442 Pressure Zone Pump Station will be controlled by the BC Ranch Tank 1

BC Ranch Tanks 2 and 3 are still in the planning phase.

8.4 Proposed Pressure Reducing Stations for the Water Conveyance Infrastructure System

Pressure Reducing (PRV) stations have been installed in areas of the city where water from the High-pressure transmission main enters the distribution system at a lower pressure. Table 8.3 summarizes the PRVs required to expand the current water conveyance system.

Table 8.3: PRV Stations for the Water Conveyance Infrastructure System

PRV Station	From HGL	To HGL	Notes
Ricci Tank PRV	WTP HPM	4342	20 MGD MDD

8.4.1 Ricci Tank PRV Station

The Ricci Tank PRV Station will transfer water from the Water Treatment Plant High-Pressure Transmission main to the existing 18-inch main that feeds the Ricci Tank.

8.5 Proposed Booster Pump Stations

Additional Booster Pump stations will be necessary in the future as a result of developments that will require boosted pressure, or higher hydraulic grade line (HGL) than the existing 4342 HGL. The booster pumps will be required to fill the tanks located in the upper zones and/or pressurize the upper zones. As of writing this Water Master Plan, the City has approved tentative maps/developments which will require the installation of booster pump stations. The location of these developments all fall within the Fernley Hills Zone (Sario Ranch, BC Ranch, Foothills of Fernley).

Table 8.4: Proposed Pump Station Summary

Pump Station	Elevation	Station Capacity	Suction Pressure Zone	Discharge Pressure Zone
Highway 95A	Undetermined	4.2-6.0 MGD	4,342	Undetermined
BC Ranch 1	4,352	3.7 MGD	WTP HPM	4,542

Highway 95A Pump Station

The pump station near Highway 95A south of town will be required to provide service to the Fernley Hills service area, south of Royal Oaks. The Highway 95A Pump Station will be fed by the Sage Street high-pressure transmission main. The ultimate pump station size will depend on potential growth along Highway 95A south.

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APPENDIX A CAPITAL IMPROVEMENT PROJECTS

CAPTIAL IMPROVEMENT PROJECT 0A – Maintenance of Water Distribution System

Project Description:

Every Water system requires regulatory maintenance to upkeep an efficient water system. Maintenance that falls under Capital Improvement Project 0A includes but is not limited to: replacing outdated pipes, broken or outdated pumps, pertinent equipment, tank recoating, etc.

CAPTIAL IMPROVEMENT PROJECT 0B – Fire Hydrant Replacements

Project Description:

The City of Fernley (COF) provides public fire hydrants for use by the North Lyon County Fire Protection District (NLCFD) to assist in fire suppression. This includes COF owned hydrants, auxiliary valves, and supporting water supply system piping. The existing fire hydrant system is directly connected to the City's treated drinking water supply piping. As such, an inter-local contract was necessary and approved during FY 15/16, establishing the parameters and requirements for the City and NLCFD to assist one another in addressing public safety concerns (both potable water standards and fire suppression assistance), as related to Fire Hydrant Maintenance. The inter-local agreement combined with the FY 15/16 Fire Hydrant Maintenance Program, and subsequent inspection and maintenance activities, indicated the need for fire hydrant replacement at a rate exceeding what was budgeted in the FY 15/16 O&M Water Distribution budget.

Project Components:

- Mueller A-423, 5 ¼ V0., Super Centurion, 250 PSI Hydrant(s)
- Applicable Fittings and Appurtenances

Engineering Disciplines:

- Civil Engineering

CAPTIAL IMPROVEMENT PROJECT 1 – EWWTP Fire Line and Water Main Design

Project Description:

The East Wastewater Treatment Plant does not currently have access to clean, treated drinking water. The site is served by a one-inch line that extends from one of the City's groundwater wells. The water is not treated and the pressure is not adequate to operate in any capacity for fire prevention. This project will extend an eight-inch water line from the existing lines within Nevada Pacific Parkway out to the plant. The line will be approximately 6500 feet long and will require valves placed every 500 feet and hydrants places every 300 feet. The line will provide drinking water to the wastewater employees as well as fire protection. The new waterline will also be utilized for future sludge removal processes.

Project Components:

- 8-Inch PVC Transmission Main, Valves, and Fittings
- Mueller A-423, 5 ¼ V0., Super Centurion, 250 PSI Hydrant(s)
- Applicable Fittings and Appurtenances

Engineering Disciplines:

- Civil Engineering and Surveying

CAPTIAL IMPROVEMENT PROJECT 2 – Cottonwood Lane Water Main Extension

Project Description:

Currently Cottonwood Lane contains largely 18-inch water mains that provide service to hundreds of residential developments in the area. The stretch of road between Rosewood and Cook way does not currently have a main running within the road. CIP 2 is currently in the design phase to install approximately 650 linear feet of 18-inch PVC Water Main to increase efficiency and redundancy within the Cottonwood lane Area. Additionally, the length of pipe between Rose Lane and Hardie Lane within Cottonwood Lane contains 6-inch AC pipe which will be replaced with approximately 1,700 lf 18-inch PVC.

Project Components:

- 2,350 lf of 18-inch PVC Main, Valves, and Fittings
- Jack and Bore

Engineering Disciplines:

- Civil Engineering and Surveying
- Geotechnical Investigation

CAPTIAL IMPROVEMENT PROJECT 3 – Water Meter Replacements – Fixed-Base Meter Reading

Project Description:

In 2013 the City of Fernley Public Works Department decided to begin upgrading the meter reading program to a system called “Flexnet”. The decision was made due to a large number of failing components in the current meter reading system, primarily radio read units (MXUs). The hardware and software, made by Sensus, is outdated and the warranty is no longer supported by their company. MXUs are an electronic component that transmits the meter reading to the trucks equipped with an antenna and a computer with the reading software installed. Currently, the city staff drive a route across the City to gather readings from every single meter. The “Flexnet” System would change the metering system to meet industry standards and an ever-growing population. With the “Flexnet” system, meter reads can be taken remotely without the need for a truck-mounted unit. The remote reading capability would provide access to all meter readings in “real-time”. The network will eventually require an antenna or set of antennas to relay information to a central network. New software can be used to track and graph a customer’s usage (similar to power bills in the region), which is a great tool for addressing high usage complaints and disputes.

Project Components:

- *Flexnet* Metering System

Engineering Disciplines:

- Electrical Engineering

CAPTIAL IMPROVEMENT PROJECT 4 – WTP Surface Water Pump Station and Intake

Project Description:

This project entails designing a preferred alternative for delivering surface water to the Fernley Water Treatment Plant. Additional services may include designing the preferred alternative upgrade to the treatment plant to successfully produce drinking water for the system users. A process for a preliminary engineering analysis was completed in Fiscal Year 17/18. Additionally, the project will continue a “source water” testing program which also began in FY 17/18. The next critical path step is the completion of 75% engineering plans for submittal to the Bureau of Reclamation (BOR) for consideration of an “Authorization for Use”.

The WTP completed construction in 2009 in which it was designed to have an operating capacity of 20 MGD utilizing groundwater with the opportunity to expand to 30 MGD to include surface water treatment. The scope of work for a consulting engineering firm includes Surveying of existing conditions, geotechnical investigation, outlet structure, and pipeline design, pump station design, efficiency study, and bidding services, the design portion and permitting are anticipated to take 6-12 months, though BOR authorization could take longer.

Project Components:

- TCID Diversion
- Disinfection Basins

Major Crossings/Permit Requirements:

- Private Property
- BOR
- TCID

Engineering Disciplines:

- Civil Engineering and Surveying
- Geotechnical Engineering
- Mechanical Engineering
- Electrical Engineering

CAPITAL IMPROVEMENT PROJECT 5 – Water Resource Investigation – Brady Hot Springs

Project 5 will include the investigation and feasibility study of developing a well Site in the Brady Hot Springs Hydrographic Basin. The City holds 2,100 AFA of groundwater rights in the Brady Hot Springs Hydrographic basin which is Northeast adjacent to the Fernley Hydrographic basin. This project will investigate the feasibility of drilling a well within the Brady Hot Springs Basin to support the City's growing water demand during the winter months when surface water is not available.

Project Components:

- Test Hole
- Hydrogeologic Investigation

Engineering Disciplines:

- Hydrogeology
- Civil Engineering

CAPTIAL IMPROVEMENT PROJECT 6 – General Well Improvements

Project Description:

Currently, the City of Fernley operates and maintains seven groundwater wells; six wells are connected to the raw water system, and one is used for construction and municipal water. The city also owns the Armstrong Well and Well 5 which are not in use. The Wells in operation are Well 4, 9, 9A, 11, 13, and 14 with Well 8 being used for construction water. All Well sites are currently in need of repaving to reduce future operations costs. Well 4 and 11 require a flush to waste assembly for surge anticipation purposes. The Well 5 building is not proposed for future use and for purposes of safety should be disassembled. Before the disassembly of Well 5, it is advised that the point of diversion and water rights for well 5 be permitted to a usable well. Well 8 is in need of metering and electronic control upgrades. The upgrade of Well 8 will require the review of current easements and property ownership. Well 13 is in need of Chlorination room upgrades and fencing adjustments.

Project Components:

- Asphalt paving
- Welling Piping and Appurtenances
- Metering and Electronic Controls
- General Building Construction Materials

Engineering Disciplines:

- Civil Engineering and Surveying
- Geotechnical Investigation

CAPTIAL IMPROVEMENT PROJECT 7 – WTP Treated Water Reservoir

Project Description:

The City of Fernley is currently constructing the required infrastructure to convey surface water from the TCID Canal to the Water Treatment Plant as of March 2023. The increase in supply and demand of treated water throughout the city will require more storage capacity at the Water Treatment Plant. CIP 7 is currently in the design phase and construction is anticipated to begin May 2024.

Project Components:

- 1.5 MG Tank
- Yard Piping

Permit Requirements:

- Building Permit
- NDEP Design Approval

Engineering Disciplines:

- Civil Engineering
- Geotechnical Investigation

CAPTIAL IMPROVEMENT PROJECT 8 – WTP Improvements for Treatment of Surface Water

Project Description:

This project entails the construction of all necessary equipment and facilities for the treatment of surface water. The Surface water treatment system will include a new flash mix system to introduce ferric chloride for coagulation, solids drying ponds, and new chlorination equipment. Additional equipment may be required to mitigate potential disinfection byproduct formation. The construction of the infrastructure required to treat surface water will soften the demand on the groundwater wells.

The WTP completed construction in 2009 in which it was designed to have an operating capacity of 20 MGD utilizing groundwater with the opportunity to expand to 30 MGD to include surface water treatment. The scope of work for a consulting engineering firm includes Surveying of existing conditions, geotechnical investigation, outlet structure, and pipeline design, pump station design, efficiency study, and bidding services, the design portion and permitting are anticipated to take 6-12 months, though BOR authorization could take longer.

Project Components:

- TCID Diversion
- Disinfection Basins

Major Crossings/Permit Requirements:

- Private Property
- BOR
- TCID

Engineering Disciplines:

- Civil Engineering and Surveying
- Geotechnical Engineering
- Mechanical Engineering
- Electrical Engineering

CAPTIAL IMPROVEMENT PROJECT 9 – Northeast Tank- Nevada Pacific Parkway Connection Main

Project Description:

The City of Fernley currently operates and maintains three (3) potable water storage tanks which are used to provide capacity during the maximum day and peak hour demands. The Northeast Tank is connected to the system via 6,900 LF of 14-Inch Main and 2,900 LF of 12-Inch Main. Due to the hydraulic connectivity of the Northeast Tank to the system, it does not see significant dips in water level, unlike the Ricci Tank. CIP 9 proposes to connect the Northeast Tank Feed Fill Line to the existing 14-Inch C900 PVC Stub located at the intersection of Duffy Lane and Nevada Pacific Parkway. This connection would provide the necessary hydraulic connectivity to provide more flow to the fast-paced growth within the northeast industrial area and residential areas south of Highway 50.

Project Components:

- Asphalt paving
- Welling Piping and Appurtenances
- Metering and Electronic Controls
- General Building Construction Materials
- Jack and Bore

Engineering Disciplines:

- Civil Engineering and Surveying
- Geotechnical Investigation

CAPTIAL IMPROVEMENT PROJECT: 10 – Northeast Booster Pump Station and Well 9/9A Improvements

Project Description:

The City currently operates Well 9 and 9A to flow to the Northeast Booster Pump Station which pumps to the Water Treatment Plant. The purpose of the Northeast Booster Pump Station is to provide chlorination and pressure to reach the Water Treatment Plant. The City has two options to improve the current state of the system listed below.

Project A

Project A includes the installation of two generators: one at the Well site as well as one at the Booster Pump station for backup power in case of an outage. The upgrade of the existing mechanical discharge piping at both well sites will be necessary as it is currently not sufficient in size. With the upgrade of the mechanical discharge piping, the well building is proposed to be rebuilt with larger capacity and Air conditioning units, and new Swamp Coolers for the buildings.

At the Northeast booster pump station, it is proposed that a third pump be installed, Pump A will be replaced and all pumps be equipped with Variable Frequency Devices (VFD) to match the output of Wells 9 and 9A. To increase the lifespan of the existing pump(s) it is suggested that flush to waste piping is properly sized and installed as well as the replacement of the existing suction headers. Lastly, it is proposed that the chlorination enclosure at the Northeast Booster Pump Station be rebuilt to enclose the chemical shower and include proper drainage or a double enclosed tank for chlorine containment.

Project B

Project B includes upgrades at Well 9/9A to eliminate the need for the Northeast Booster Pump Station (NE BPS). Similar to Project A Well 9/9A is still in need of backup power in case of an outage as well as upgrading the mechanical discharge piping. If Project B is pursued, new well buildings and power service upgrades (Meter and service lines) will be required to accommodate the new equipment installed. These upgrades include the installation of a chlorination enclosure at both well locations. Significant upgrades include the replacement of both well motors and pumps with Variable Frequency Devices to reach a higher HGL to pump to the Water Treatment Plant while Well 14 is also pumping downstream of Well 9/9A. It is up to the discretion of the city to choose to demolish the NE BPS or leave it in place.

Project Components:

Project A

- Generators
- Mechanical Discharge Piping
- Pump Replacements
- Swamp Coolers

Project B

- Demolition of NE BPS
- Pumps and Motors
- Chlorination Equipment
- Mechanical Discharge Piping

Engineering Disciplines:

- Civil Engineering and Surveying
- Geotechnical Investigation

CAPTIAL IMPROVEMENT PROJECT: 11 – US-95A BPS and PRS

Project Description:

The City of Fernley High Service Pump Station can currently serve areas under the 4,342' contour line with adequate pressure. The Fernley Hills area on Highway 95A South currently has the land capacity and zoning for growth but a large portion of this area falls above the current service elevation. Current Developments such as Desert Bluffs and Royal Oaks currently experience periods where adequate pressures are not achieved under Maximum Day Demand scenarios. To sustain and facilitate growth south of the Royal Oaks community, it is recommended that the construction of a pump station and pressure reducing station is located upstream of Royal Oaks to provide adequate pressure for the existing and future developments.

Project Components:

- Construction of Booster Pump Station
- Connection to 18-Inch Transmission Main

Major Crossings/Permit Requirements:

- NDOT US-95A

Engineering Disciplines:

- Civil Engineering and Surveying
- Mechanical Engineering
- Geotechnical Investigation
- Electrical Engineering

CAPTIAL IMPROVEMENT PROJECT 12 – Highway 50 Looping Main

Project Description:

Capital Improvement Project 12 proposes the installation of approximately 12,800 lineal feet of PVC water main with a connection point approximately 2,300 feet south of the termination point of Nevada Pacific Parkway and tying into the existing 8-inch main within Pepper Lane. The 18-inch transmission main will begin within Highway 50 right of way and head East-Southeast following Highway 50. The main will then cross under Highway 50 and tie into Pepper Lane. The loop will provide redundancy to the east end of Farm District Road to help avoid complete water service outages

Project Components:

- 12,800 lf of 18-inch PVC Main, Valves, and Fittings
- Jack and Bore

Major Crossings/Permit Requirements:

- NDOT US-50

Engineering Disciplines:

- Civil Engineering and Surveying
- Geotechnical Investigation

CAPTIAL IMPROVEMENT PROJECT 13 – Logan Lane to Vine Street Loop

Project Description:

Capital Improvement Project 13 proposes the installation of approximately 3,400 lineal feet of 8-inch PVC water main with an 18-inch connection point within Logan Lane and tying into the existing 8-inch main at the termination point of Gazzigli Lane. The 8-inch main will extend east down Logan Lane and proceed north towards Well 14 into Interstate 80 right of way. The main will then head due east and south into Gazzigli Lane. The loop will provide redundancy to the residential developments within Vine Street.

Project Components:

- 3,400 lf of 8-inch PVC Main, Valves, and Fittings

Major Crossings/Permit Requirements:

- NDOT I-80

Engineering Disciplines:

- Civil Engineering and Surveying
- Geotechnical Investigation

CAPTIAL IMPROVEMENT PROJECT 14 – Mull Lane High-Pressure Transmission Main and PRS

Project Description:

Alignment:

The project alignment begins upstream of the existing Mull Lane PRV Station and runs approximately 6400 lineal feet southeast and connects to the Ricci Tank PRV south of the Truckee Carson Irrigation District Canal. The 30-Inch Ductile Iron High-Pressure Transmission main will follow the Truckee Carson Irrigation District Canal to provide redundancy and higher flow capacity to the existing Ricci tank and developments served by the Ricci Tank.

Following or during the construction of the Mull Lane High-Pressure Transmission main the construction of the Ricci Tank PRV must commence for the effects of Project 14 to be noticeable. The Ricci Tank PRV will reduce pressures from the High-Pressure transmission main to pressures adequate to fill the Ricci Tank yet not too high as to over-pressurize that portion of the system. The PRV will be constructed downstream of the Ricci Tank at an elevation of approximately 4209' and reduce pressures to approximately 50 psi.

Project Components:

- 30-Inch Potable Water High-Pressure Transmission Main
- Connection to 30-Inch Main within Mull Lane
- Pressure Reducing Valve
- Connection to future 30-Inch High-Pressure Main
- Connection to existing 18-Inch Ricci Tank Main
- SCADA and Telemetry

Major Crossings/Permit Requirements:

- BOR

Engineering Disciplines:

- Civil Engineering and Surveying
- Electrical Engineering
- Geotechnical Investigation

CAPTIAL IMPROVEMENT PROJECT 15 – Brady Hot Springs

Well Development

Project Description:

The City of Fernley owns 2,100 AFA (1.87 MGD) of water rights within the Brady Hot Springs Hydrographic Basin (Basin #075) located Northeast of the City's center. This project will develop a well site that will pump groundwater from the Brady Hot Springs Basin into the existing Raw Water Main that connects Well 9/9A to the NE BPS. Significant infrastructure funding allocation will be required to develop the well site. Capital Improvement Project 10 would be separated into two phases: Feasibility and Design. The Feasibility phase would investigate the production potential of the well included test holes as well as a financial investigation to determine the cost/benefit of developing the well. The second phase would include all aspects of design relating the construction of the well site including site civil, access road, hydraulic analysis, electrical with service line extension, mechanical, and connection to the existing raw water transmission system.

Project Components:

- Backup Power Installation
- Steel Blank Casing
- Steel Slotted Casing/Screen
- Gravel Packing
- Sanitary Surface Seal
- Submersible Well Pump
- Meter
- Electrical/Telemetry Housing
- Well House
- Transmission main from well to Raw Water Line in Nevada Pacific Parkway
- Telemetry/SCADA System Integration

Engineering Disciplines:

- Civil Engineering and Surveying
- Mechanical Engineering
- Geotechnical Investigation

CAPTIAL IMPROVEMENT PROJECT 16 – Desert Shadows Lane Transmission Main and PRS

Project Description:

This Desert Shadows Lane Transmission Main will be constructed to provide capacity for future growth on the east end of Farm District Road and supply the future Southeast Tank. Project 15 will consist of approximately 5,600 lineal feet of 24-Inch PVC transmission main and approximately 10,100 lineal feet of 20-Inch PVC main connecting into the Mull Lane High Pressure Main and connecting to the future Southeast tank. Project 16 will require the construction of a PRV before connecting to the existing 18-Inch main within Farm District Road.

Project Components:

- 24-Inch Potable Water Transmission Main, Valves, and Fittings
- 20-Inch Potable Water Transmission Main, Valves, and Fittings
- Connection to 30- Inch High-Pressure Main
- Connection to Future Southeast Tank.

Major Crossings/Permit Requirements:

- BLM Building Permit

Engineering Disciplines:

- Civil Engineering and Surveying
- Geotechnical Investigation

CAPTIAL IMPROVEMENT PROJECT 17 – Southeast Tank

Project Description:

The Southeast Tank will be constructed to provide capacity for future growth on the east end of Farm District Road and supply the future Southeast Tank. Project 17 will consist of the construction of a 3 MG Tank that will tie into the Desert Shadows Lane Transmission Main and connect to Farm District Road via a 20-Inch PVC main through Clearwater Parkway. The proposed 3 MG Southeast Tank will float on the system with a base elevation of approximately 4,306'.

Project Components:

- 3 MG Tank
- 20-Inch Potable Water Transmission Main, Valves, and Fittings
- Connection to 18-Inch Transmission Main in Farm District Road

Major Crossings/Permit Requirements:

- TCID crossing @ Truckee Canal across Clearwater Parkway Bridge
- BLM Building Permit

Engineering Disciplines:

- Civil Engineering
- Geotechnical Investigation

CAPTIAL IMPROVEMENT PROJECT 18 – US-95A BPS, PRV, and Transmission Main

Project Description:

The City of Fernley High Service Pump Station can currently serve areas under the 4,342' contour line with adequate pressure. The Fernley Hills area on Highway 95A South currently has the land capacity and zoning for growth; however, a large portion of this area falls above the current service elevation. Current developments such as Desert Bluffs and Royal Oaks currently experience periods of low pressure under Maximum Day Demand scenarios. To sustain and facilitate growth south of the Royal Oaks community and other planned developments, it is recommended that the construction of a booster pump station is located upstream of Royal Oaks to provide adequate pressure for the existing and future developments. In addition to providing higher pressures, the Pump station will be required to provide higher flows in which the pipes currently within Highway 95A must be added to or upgraded from the current 12" main. *Shaw Engineering* recommends the pipe be replaced with 24" PVC from Mull Lane to the proposed connection with the Future BC Ranch Development and 18" PVC from the proposed connection to the end of the existing line.

Project Components:

- 24-Inch Potable Water Transmission Main, Valves, and Fittings
- 18-Inch Potable Water Transmission Main, Valves, and Fittings
- Construction of Booster Pump Station
- Connection to 18-Inch Transmission Main
- 14-Inch Pressure Reducing Valve

Major Crossings/Permit Requirements:

- NDOT US-95A

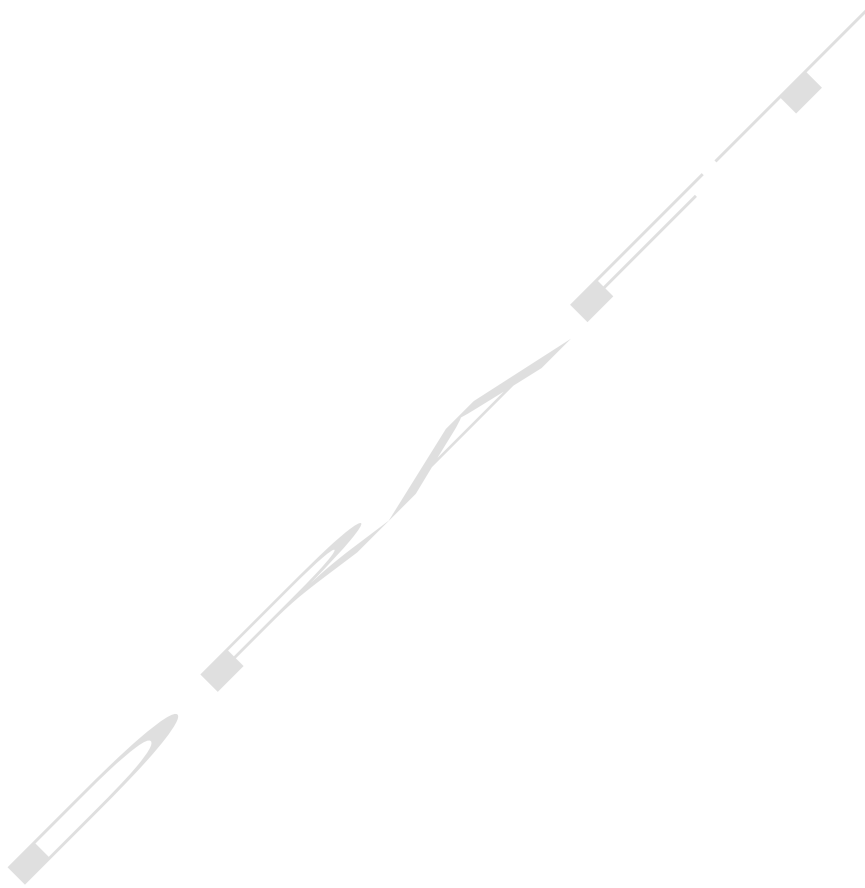
Engineering Disciplines:

- Civil Engineering and Surveying
- Mechanical Engineering
- Geotechnical Investigation
- Electrical Engineering

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APPENDIX B

**Residential Subdivision/Planned
Development Totals**



Subdivisions with Final Map Status				
Project Name	Location	Status	# of Recorded Final Maps	# of Sold Units
Sage Ranch Phase 4	Saddle Horn Way	Under Construction	55	54
Sage Ranch Phase 1	Sage St, W of Alt. 95	Under Construction	58	42
The Meadow	NEC Miller/Curtis	Under Construction	67	60
Southwest Meadows	Alt. 95, Royal Oaks Dr.	Under Construction	248	202
Seneca Falls	Shadow/Fall St.	Under Construction	49	37
Sierra Vista	Cottonwood/Bardot	Under Construction	77	28
Heritage	Cottonwood/Brigit	Under Construction	21	14
Tuscany Villas II	Cottonwood/Rosewood	Under Construction	31	10
Tuscany Villas I	Cottonwood/Rosewood	Under Construction	40	19
Green Valley Estates	Terminus of Opal or Canal	Under Construction	133	63
Mountain View Estates	Farm District Road/Crimson	Under Construction	30	23
Farm View Estates	Farm District Road, Farm Lane	Under Construction	25	2
Sundance	farm District Road/Shadow Lane	Under Construction	222	179
Upland Ranch Estates	Farm District Road/ Jennys Lane	Under Construction	496	327
Donner Trail Estates	South of 50 @Emigrant Way	Under Construction	944	858
Silverland Estates	Rainbow, Farm District Road & Jasmine	Under Construction	96	60
Autumn Winds	Farm District Road/Clearwater	Under Construction	194	192
Highland Estates Subdivision	APN(s): 020-831-01/10 & 020-832-01/8	Under Construction	18	14
Desert Lakes	Desert Lakes Golf Club	Under Construction	1003	883
Nelson Meadows Ph. 1	NEC Farm District Road/Browne	Under Construction	24	0
Sky Ridge Estates	Farm District Road/Desert Lakes	No Construction	26	0
BC Ranch Village 1	End of Fernley Hills Drive	No Construction	139	0
Total			3,996	3,067
Total Units Under Construction (Final Map-Sold Units)			929	

Subdivisions with Tentative Map Status			
Project Name	Location	Status	# Of Recorded Tentative Maps
Fernley Hills: BC Ranch Village 2	End of Fernley Hills Road	Tentative Subdivision Map	2035
Eagle Meadows	APN: 021-132-67	Tentative Subdivision Map	35
Hardie Lane Townhomes	Hardie & Cottonwood Lane	Tentative Subdivision Map	66
Sario Ranch	APN: 021-541-048	Tentative Subdivision Map	263
Sherwood	APN(s):021-092-23,26,46,47,54,55	Tentative Subdivision Map	69
Fernwood Estates	S of Eaglewood, N of Tanglewood, W of Granada	Tentative Subdivision Map	31
Tuscany Villas III	Cottonwood/Rosewood	Tentative Subdivision Map	76
Sunrise Trails	Terminus of Chisholm Trail	Tentative Subdivision Map	202
Donner Trail Estates Village 12	APN: 021-201-51	Tentative Subdivision Map	105
Clover Ranch	Farm District Road/Clover	Tentative Subdivision Map	28
Friendly Five	Farm District Road. East of Jessica	Tentative Subdivision Map	538
The Golf Club at Fernley	APN(s): 020-581-03,05	Tentative Subdivision Map	92
Nelson Meadows Remaining Phases	NEC Farm District Road/Browne	Tentative Subdivision Map	72
Total			3,612

Project	Project Name	Cost Estimate
CIP 0A	Maintenance of Water Distribution System	
CIP 0B	Fire Hydrant Replacements	
CIP 1	Project 1 – EWWTP Fire Line and Potable Water Main*	\$765,325
CIP 2	Project 2 – Cottonwood Lane Water Main Extension*	\$525,312
CIP 3	Project 3 – Fixed Base Meter Reading*	\$2,633,500
CIP 4	Project 4 – WTP Surface Water Pump Station and Intake	\$5,282,032
CIP 5	Project 5 – Water Resource Investigation – Brady Hot Springs	\$50,000
CIP 6	Project 6 – General Well Improvements	\$231,250
CIP 7	Project 7 – WTP Treated Water Reservoir	\$2,192,044
CIP 8	Project 8 – WTP Improvements for Treatment of Surface Water	\$5,460,000
CIP 9	Project 9 – Nevada Pacific Parkway Connection Main	\$976,500
CIP 10A	Project 10A – NE BPS and Well 9/9A Improvements	\$1,104,175
CIP 10B	Project 10B – NE BPS and Well 9/9A Improvements	\$1,319,500
CIP 11	Project 11 – US 95A Booster Pump Station and PRS	\$1,290,500
CIP 12	Project 12 – Highway 50 Looping Main	\$5,059,840
CIP 13	Project 13 – Logan Lane to Vine Street Loop	\$817,740
CIP 14	Project 14 – Mull Lane High Pressure Transmission Main and PRS	\$3,900,150
CIP 15	Project 15 – Brady Hot Springs Well Development	\$9,471,000
CIP 16	Project 16 – Desert Shadows Lane Transmission Main and PRV	\$6,577,875
CIP 17	Project 17 – Southeast Tank and Transmission Main	\$5,124,600
CIP 18	Project 18 – US-95A BPS and Main Upgrade	\$4,049,765
Total		\$55,322,609

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 1 - EWWTP Fire Line and Potable Water Main				
Description	Qty	Unit	Unit Cost	Cost
8-Inch C900 PVC Main	6500	LF	\$ 90.00	\$ 585,000.00
Isolation Valves	13	EA	\$ 3,500.00	\$ 45,500.00
Fire Hydrants	7	EA	\$ 5,000.00	\$ 35,000.00
Subtotal				\$ 665,500.00
Mobilization/Demobilization	5%	LS	-	\$ 33,275.00
Contingency	10%	LS	-	\$ 66,550.00
Total				\$ 765,325.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 2 - Cottonwood Lane Water Main Extension				
Description	Qty	Unit	Unit Cost	Cost
18-Inch C900 PVC Main	2350	LF	\$ 175.00	\$ 411,250.00
Fire Hydrants	1	EA	\$ 5,000.00	\$ 5,000.00
Isolation Valves	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal				\$ 420,250.00
Mobilization/Demobilization	10%	LS	-	\$ 42,025.00
Contingency	15%	LS	-	\$ 63,037.50
Preliminary Estimate of Probable Costs				\$ 525,312.50

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 3 - Fixed Base Meter Reading				
Description	Qty	Unit	Unit Cost	Cost
Sensus Data Towers Equip and Integration	3	EA	\$ 750,000.00	\$ 2,250,000.00
Electrical Design and Coordination	1	LS	\$ 35,000.00	\$ 35,000.00
Cell Modems	1	LS	\$ 5,000.00	\$ 5,000.00
Subtotal				\$ 2,290,000.00
Mobilization/Demobilization	5%	LS	-	\$ 114,500.00
Contingency	10%	LS	-	\$ 229,000.00
Preliminary Estimate of Probable Costs				\$ 2,633,500.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 4 - WTP Surface Water Pump Station and Intake				
Description	Qty	Unit	Unit Cost	Cost
Mobilization/Demobilization	1	LS	\$ 136,000.00	\$ 136,000.00
Outtake Structure	1	LS	\$ 465,000.00	\$ 465,000.00
Raw Water Meter Vault	1	LS	\$ 220,000.00	\$ 220,000.00
30-Inch Raw Water Pipeline	1034	LF	\$ 427.00	\$ 441,518.00
8-Inch PVC Water Pipeline	873	LF	\$ 90.00	\$ 78,570.00
Pump Station	1	LS	\$ 2,240,000.00	\$ 2,240,000.00
Flow Control Vault	1	LS	\$ 283,000.00	\$ 283,000.00
Meter Vault	1	LS	\$ 275,000.00	\$ 275,000.00
Site Piping	1	LS	\$ 260,000.00	\$ 260,000.00
Site Grading and Paving	1	LS	\$ 61,000.00	\$ 61,000.00
Roadway Construction	766	LF	\$ 135.00	\$ 103,410.00
Connect to Existing 24-Inch Flange	1	LS	\$ 14,000.00	\$ 14,000.00
12-Inch Hot Tap and 8-Inch Connection	1	LS	\$ 29,000.00	\$ 29,000.00
Connection to Existing Gas Pipeline	1	LS	\$ 35,500.00	\$ 35,500.00
Water Service Connections	4	EA	\$ 2,600.00	\$ 10,400.00
Install Fire Hydrants	2	EA	\$ 12,700.00	\$ 25,400.00
Access Manhole	1	EA	\$ 25,000.00	\$ 25,000.00
Box Culvert	1	LS	\$ 68,000.00	\$ 68,000.00
Channel Liner	1	LS	\$ 60,000.00	\$ 60,000.00
Record Drawings	1	LS	\$ 5,000.00	\$ 5,000.00
Subtotal				\$ 4,835,798.00
Contingency	2%	LS	-	\$ 96,715.96
Construction Management	1	LS	-	\$ 349,519.00
Preliminary Estimate of Probable Costs				\$ 5,282,032.96

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 5 Water Resource Investigation - Brady Hot Springs				
Description	Qty	Unit	Unit Cost	Cost
Groundwater Modeling	1	LS	\$ 136,000.00	\$ 15,000.00
Testhole	1	LS	\$ 35,000.00	\$ 35,000.00
Subtotal				\$ 50,000.00
Preliminary Estimate of Probable Costs				\$ 50,000.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 6 - General Well Improvements (Multiple Sites)				
Description	Qty	Unit	Unit Cost	Cost
Air Conditioning/Cooling	5	EA	\$ 2,000.00	\$ 10,000.00
Electronic Controls	1	LS	\$ 75,000.00	\$ 75,000.00
Miscellaneous Repairs and Replacements	1	LS	\$ 100,000.00	\$ 100,000.00
Subtotal				\$ 185,000.00
Mobilization/Demobilization	10%	LS	-	\$ 18,500.00
Contingency	15%	LS	-	\$ 27,750.00
Preliminary Estimate of Probable Costs				\$ 231,250.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 7 - WTP Treated Water Reservoir				
Description	Qty	Unit	Unit Cost	Cost
Foundation and Site Preparation	1	LS	\$ 30,000.00	\$ 30,000.00
Yard Piping	1	LS	\$ 90,000.00	\$ 90,000.00
1.5 MG Welded Steel Storage Tank	1,500,000	Gal	\$ 0.45	\$ 675,000.00
Interior Blasting and Coating	1	LS	\$ 500,000.00	\$ 500,000.00
Exterior Blasting and Coating	1	LS	\$ 255,000.00	\$ 255,000.00
Cathodic Protection	1	LS	\$ 45,000.00	\$ 45,000.00
Telemetry and SCADA System	1	LS	\$ 40,000.00	\$ 40,000.00
Subtotal				\$ 1,635,000.00
Mobilization/Demobilization	10%	LS	-	\$ 163,500.00
Design	4%	LS		\$ 66,544.50
Construction Management	5%	LS		\$ 81,750.00
Contingency	15%	LS	-	\$ 245,250.00
Preliminary Estimate of Probable Costs				\$ 2,192,044.50

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 8 - WTP Improvements for Treatment of Surface Water				
Description	Qty	Unit	Unit Cost	Cost
Flash Mix System	1	LS	\$ 500,000.00	\$ 500,000.00
Solids Drying Ponds	1	LS	\$ 2,300,000.00	\$ 2,300,000.00
Miscellaneous Chemical Equipment Upgrades	1	LS	\$ 500,000.00	\$ 500,000.00
Corrosion Mitigation	1	LS	\$ 500,000.00	\$ 500,000.00
SCADA and Telemetry	1	LS	\$ 100,000.00	\$ 100,000.00
Subtotal				\$ 3,900,000.00
Mobilization/Demobilization	10%	LS	-	\$ 390,000.00
Design	10%	LS		\$ 390,000.00
Construction Management	10%	LS		\$ 390,000.00
Contingency	10%	LS	-	\$ 390,000.00
Preliminary Estimate of Probable Costs				\$ 5,460,000.00

* Derek will send updated 8.5 estimate

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 9 - Northeast Tank - Nevada Pacific Parkway Connection Main				
Description	Qty	Unit	Unit Cost	Cost
14" C900 PVC Main	1600	LF	\$ 225.00	\$ 360,000.00
Jack and Bore	615	LF	\$ 500.00	\$ 307,500.00
NDOT Easement Coordination	1	LS	\$ 30,000.00	\$ 30,000.00
Subtotal				\$ 697,500.00
Mobilization/Demobilization	10%	LS	-	\$ 69,750.00
Design	10%	LS		\$ 69,750.00
Construction Management	10%	LS		\$ 69,750.00
Contingency	10%	LS	-	\$ 69,750.00
Preliminary Estimate of Probable Costs				\$ 976,500.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 10A - NE BPS and Well 9/9A Improvements				
Description	Qty	Unit	Unit Cost	Cost
Air Conditioning/Cooling	2	EA	\$ 2,000.00	\$ 4,000.00
Well Generator with Dual ATS	1	EA	\$ 200,000.00	\$ 200,000.00
BPS Generator with ATS	1	EA	\$ 150,000.00	\$ 150,000.00
Discharge Piping	1	LS	\$ 75,000.00	\$ 75,000.00
Building Expansions	1	LS	\$ 75,000.00	\$ 75,000.00
Booster Pump	1	EA	\$ 50,000.00	\$ 50,000.00
Starters/VFDs	3	EA	\$ 50,000.00	\$ 150,000.00
Suction Header	1	EA	\$ 50,000.00	\$ 50,000.00
Flush to Waste Piping	1	LS	\$ 7,500.00	\$ 7,500.00
Subtotal				\$ 761,500.00
Mobilization/Demobilization	10%	LS	-	\$ 76,150.00
Design	10%	LS		\$ 76,150.00
Construction Management	10%	LS		\$ 76,150.00
Contingency	15%	LS	-	\$ 114,225.00
Preliminary Estimate of Probable Costs				\$ 1,104,175.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 10B - NE BPS and Well 9/9A Improvements				
Description	Qty	Unit	Unit Cost	Cost
Building and Pipe Upgrades	1	LS	\$ 250,000.00	\$ 250,000.00
Chlorination Systems	2	EA	\$ 35,000.00	\$ 70,000.00
Pipe Modifications at BPS	1	LS	\$ 40,000.00	\$ 40,000.00
NE BPS and Blend Tank Demolition	1	LS	\$ 50,000.00	\$ 50,000.00
Generators with ATS	1	EA	\$ 200,000.00	\$ 200,000.00
Motors and VFD's	1	LS	\$ 200,000.00	\$ 200,000.00
Power Service Upgrades	1	LS	\$ 100,000.00	\$ 100,000.00
Subtotal				\$ 910,000.00
Mobilization/Demobilization	10%	LS	-	\$ 91,000.00
Design	10%	LS		\$ 91,000.00
Construction Management	10%	LS		\$ 91,000.00
Contingency	15%	LS	-	\$ 136,500.00
Preliminary Estimate of Probable Costs				\$ 1,319,500.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 11 - US 95A Booster Pump Station and PRS				
Description	Qty	Unit	Unit Cost	Cost
Booster Pumps, Motors, and VFD's	2	EA	\$ 75,000.00	\$ 150,000.00
Split Case Pump (Backup)	1	EA	\$ 75,000.00	\$ 75,000.00
Generator	1	EA	\$ 100,000.00	\$ 100,000.00
CMU Pumphouse Building and Fencing	500	EA	\$ 360.00	\$ 180,000.00
Hydropneumatic Tanks	4	EA	\$ 10,000.00	\$ 40,000.00
Piping Modifications	1	LS	\$ 65,000.00	\$ 65,000.00
SCADA	1	LS	\$ 25,000.00	\$ 25,000.00
Electrical and Controls	1	LS	\$ 75,000.00	\$ 75,000.00
Piping, Valves, and Meters	1	LS	\$ 85,000.00	\$ 85,000.00
PRV Vault	1	LS	\$ 75,000.00	\$ 75,000.00
Site Grading	1000	SF	\$ 20.00	\$ 20,000.00
Subtotal				\$ 890,000.00
Mobilization/Demobilization	10%	LS	-	\$ 89,000.00
Design	10%	LS		\$ 89,000.00
Construction Management	10%	LS		\$ 89,000.00
Contingency	15%	LS	-	\$ 133,500.00
Preliminary Estimate of Probable Costs				\$ 1,290,500.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 12 - Highway 50 Looping Main				
Description	Qty	Unit	Unit Cost	Cost
18-Inch C900 PVC Main	12,800	LF	\$ 275.00	\$ 3,520,000.00
NDOT Easement Coordination	1	LS	\$ 30,000.00	\$ 30,000.00
Jack and Bore	140	LF	\$ 500.00	\$ 70,000.00
Isolation Valves	26	EA	\$ 6,000.00	\$ 156,000.00
Subtotal				\$ 3,776,000.00
Mobilization/Demobilization	10%	LS	-	\$ 377,600.00
Design	5%	LS		\$ 188,800.00
Construction Management	4%	LS		\$ 151,040.00
Contingency	15%	LS	-	\$ 566,400.00
Preliminary Estimate of Probable Costs				\$ 5,059,840.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 13 - Logan Lane to Vine Street Loop				
Description	Qty	Unit	Unit Cost	Cost
8-Inch C900 PVC Main	3400	LF	\$ 120.00	\$ 408,000.00
Jack and Bore	90	LF	\$ 500.00	\$ 45,000.00
Easement Coordination	1	LS	\$ 30,000.00	\$ 30,000.00
Isolation Valves	8	EA	\$ 3,500.00	\$ 28,000.00
Fire Hydrants	4	EA	\$ 5,000.00	\$ 20,000.00
Subtotal				\$ 531,000.00
Design	12%	LS	-	\$ 63,720.00
Construction Management	12%	LS	-	\$ 63,720.00
Right of Way Permitting	5%	LS	-	\$ 26,550.00
Mobilization/Demobilization	5%	LS	-	\$ 26,550.00
Contingency	20%	LS	-	\$ 106,200.00
Preliminary Estimate of Probable Costs				\$ 817,740.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 14 - Mull Lane High Pressure Transmission Main and PRS				
Description	Qty	Unit	Unit Cost	Cost
30-Inch DIP	6400	LF	\$ 425.00	\$ 2,720,000.00
Isolation Valves	7	EA	\$ 12,000.00	\$ 84,000.00
Pressure Reducing Valve	1	EA	\$ 75,000.00	\$ 75,000.00
SCADA and Telemetry	1	LS	\$ 10,000.00	\$ 10,000.00
Subtotal				\$ 2,889,000.00
Mobilization/Demobilization	10%	LS	-	\$ 288,900.00
Design	5%	LS		\$ 144,450.00
Construction Management	5%	LS		\$ 144,450.00
Contingency	15%	LS	-	\$ 433,350.00
Preliminary Estimate of Probable Costs				\$ 3,900,150.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 15 - Brady Hot Springs Well Development				
Description	Qty	Unit	Unit Cost	Cost
Grading, Earthwork, and Discharge Pond	2000	SF	\$ 40.00	\$ 80,000.00
CMU Building and Fencing	500	SF	\$ 360.00	\$ 180,000.00
Well Drilling	1	LS	\$ 1,000,000.00	\$ 1,000,000.00
Well Pump and Motor	1	LS	\$ 70,000.00	\$ 70,000.00
Discharge Piping and Appurtanances	1	LS	\$ 50,000.00	\$ 50,000.00
Electrical Equipment	1	LS	\$ 150,000.00	\$ 150,000.00
Electrical Service Extension	27000	LF	\$ 65.00	\$ 1,755,000.00
SCADA and Telemetry	1	LS	\$ 30,000.00	\$ 30,000.00
Raw Water Transmission Main	27000	LF	\$ 130.00	\$ 3,510,000.00
NDOT Right of Way Coordination	1	LS	\$ 25,000.00	\$ 25,000.00
Access Road	1	LS	\$ 175,000.00	\$ 175,000.00
Isolation Valves	30	EA	\$ 5,000.00	\$ 150,000.00
Subtotal				\$ 7,175,000.00
Mobilization/Demobilization	6%	LS	-	\$ 430,500.00
Design	4%	LS		\$ 287,000.00
Construction Management	7%	LS		\$ 502,250.00
Contingency	15%	LS	-	\$ 1,076,250.00
Preliminary Estimate of Probable Costs				\$ 9,471,000.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 16 - Desert Shadows Lane Transmission Main and PRV				
Description	Qty	Unit	Unit Cost	Cost
24-Inch DIP	8,250	LF	\$ 250.00	\$ 2,062,500.00
20-Inch DIP	11,400	LF	\$ 225.00	\$ 2,565,000.00
Isolation Valves	20	EA	\$ 8,500.00	\$ 170,000.00
Pressure Reducing Valve	1	EA	\$ 75,000.00	\$ 75,000.00
Subtotal				\$ 4,872,500.00
Mobilization/Demobilization	10%	LS	-	\$ 487,250.00
Design	5%	LS	-	\$ 243,625.00
Construction Management	5%	LS	-	\$ 243,625.00
Contingency	15%	LS	-	\$ 730,875.00
Preliminary Estimate of Probable Costs				\$ 6,577,875.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 17 - Southeast Tank and Transmission Main				
Description	Qty	Unit	Unit Cost	Cost
Grading and Earthwork	1	LS	\$ 60,000.00	\$ 60,000.00
Foundation and Site Preparation	1	LS	\$ 150,000.00	\$ 150,000.00
Yard Piping	1	LS	\$ 35,000.00	\$ 35,000.00
3.5 MG Welded Steel Storage Tank	3500000	Gal	\$ 0.45	\$ 1,575,000.00
Interior Blasting and Coating	1	LS	\$ 750,000.00	\$ 750,000.00
Exterior Blasting and Coating	1	LS	\$ 350,000.00	\$ 350,000.00
Cathodic Protection	1	LS	\$ 30,000.00	\$ 30,000.00
20" C900 PVC Pipe	4800	LF	\$ 170.00	\$ 816,000.00
Tank Vent, Overflow, Manway etc	1	LS	\$ 35,000.00	\$ 35,000.00
Altitude Valve and Vault	1	LS	\$ 30,000.00	\$ 30,000.00
Telemetry and SCADA System	1	LS	\$ 25,000.00	\$ 25,000.00
Subtotal				\$ 3,796,000.00
Mobilization/Demobilization	10%	LS	-	\$ 379,600.00
Design	4%	LS		\$ 151,840.00
Construction Mangement	6%	LS		\$ 227,760.00
Contingency	15%	LS	-	\$ 569,400.00
Preliminary Estimate of Probable Costs				\$ 5,124,600.00

Prepared By



City of Fernley				
2022 Water Master Plan Cost Estimate: CIP 18 - US-95A BPS and Main Upgrades				
Description	Qty	Unit	Unit Cost	Cost
Booster Pumps, Motors, and VFD's	2	EA	\$ 75,000.00	\$ 150,000.00
Split Case Pump (Backup)	1	EA	\$ 75,000.00	\$ 75,000.00
Generator	1	EA	\$ 100,000.00	\$ 100,000.00
CMU Pumphouse Building and Fencing	500	EA	\$ 360.00	\$ 180,000.00
Hydropneumatic Tanks	4	EA	\$ 10,000.00	\$ 40,000.00
Piping Modifications	1	LS	\$ 75,000.00	\$ 75,000.00
SCADA	1	LS	\$ 25,000.00	\$ 25,000.00
Electrical and Controls	1	LS	\$ 100,000.00	\$ 100,000.00
Piping, Valves, and Meters	1	LS	\$ 85,000.00	\$ 85,000.00
Site Grading	1000	SF	\$ 20.00	\$ 20,000.00
8" Offsite Looping Main	3300	LF	\$ 125.00	\$ 412,500.00
Jack and Bore	26	LF	\$ 500.00	\$ 13,000.00
24-Inch C900 PVC Main	1,200	LF	\$ 210.00	\$ 252,000.00
18-Inch C900 PVC Main	7700	LF	\$ 180.00	\$ 1,386,000.00
Subtotal				\$ 2,913,500.00
Mobilization/Demobilization	10%	LS	-	\$ 291,350.00
Design	7%	LS		\$ 203,945.00
Construction Management	7%	LS		\$ 203,945.00
Contingency	15%	LS	-	\$ 437,025.00
Preliminary Estimate of Probable Costs				\$ 4,049,765.00

APPENDIX D

Peak Hour Flow Monitoring

Date	Day	Peak Hours	Total Hrs.	Flow Total Gals	Sage Total Gals	Ricci Total Gals	NE Total Gals	Peak Hours Gals	Flow Rate
6/6/2018	Wed	4:00a - 7:30a	3.50	801,570	168,316	201,358	163,410	1,334,655	6,355.5
6/7/2018	Thu	4:00a - 7:50a	3.80	806,892	110,053	130,291	92,362	1,139,598	4,998.2
6/8/2018	Fri	4:00a - 7:30a	3.50	801,570	161,843	197,410	156,306	1,317,128	6,272.0
6/9/2018	Sat	4:13a - 8:35a	4.30	966,726	77,684	110,550	71,048	1,226,008	4,752.0
6/10/2018	Sun	4:00a - 9:30a	5.50	1,030,590	135,948	138,187	120,782	1,425,506	4,319.7
6/11/2018	Mon	4:00a - 7:30a	3.50	655,830	110,053	165,824	142,096	1,073,803	5,113.3
6/12/2018	Tue	4:00a - 7:40a	3.70	770,340	116,527	138,187	99,467	1,124,521	5,065.4
6/13/2018	Wed	4:00a - 8:00a	4.00	916,080	174,790	201,358	170,515	1,462,743	6,094.8
6/14/2018	Thu	4:40a - 7:40a	3.00	687,060	103,579	122,394	92,362	1,005,396	5,585.5
6/15/2018	Fri	4:05a - 7:50a	3.83	877,147	168,316	197,410	170,515	1,413,388	6,150.5
6/16/2018	Sat	5:00a - 8:15a	3.25	703,755	103,579	118,446	85,258	1,011,038	5,184.8
6/17/2018	Sun	5:00a - 6:45a	1.75	378,945	45,316	67,119	49,734	541,114	5,153.5
6/18/2018	Mon	4:00a - 7:20a	3.33	693,306	168,316	205,306	163,410	1,230,339	6,157.9
6/19/2018	Tue	4:20a - 7:40a	3.33	693,306	110,053	126,342	99,467	1,029,169	5,151.0
6/20/2018	Wed	4:00a - 7:40a	3.67	840,503	194,211	221,099	184,725	1,440,538	6,542.0
6/21/2018	Thu	5:00a - 7:35a	2.58	590,872	103,579	114,498	92,362	901,311	5,822.4
6/22/2018	Fri	4:10a - 8:15a	4.08	985,320	226,580	236,892	206,039	1,654,831	6,759.9
6/23/2018	Sat	5:05a - 7:20a	2.25	534,060	84,158	94,757	63,943	776,918	5,754.9
6/24/2018	Sun	5:00a - 8:00a	3.00	662,040	103,579	114,498	99,467	979,584	5,442.1
6/25/2018	Mon	4:10a - 8:10a	4.00	999,360	194,211	228,996	198,934	1,621,501	6,756.3
6/26/2018	Tue	4:30a - 8:08a	3.63	846,371	123,000	134,239	106,572	1,210,182	5,556.4
6/27/2018	Wed	4:00a - 7:45a	3.75	983,700	181,264	221,099	198,934	1,584,997	7,044.4
6/28/2018	Thu	4:05a - 7:40a	3.58	909,248	110,053	138,187	106,572	1,264,060	5,884.8
6/29/2018	Fri	4:10a - 7:40a	3.50	931,560	161,843	213,203	177,620	1,484,225	7,067.7
6/30/2018	Sat	4:20a - 8:20a	4.00	932,640	135,948	138,187	99,467	1,306,242	5,442.7
7/1/2018	Sun	4:05a - 8:05a	4.00	966,000	103,579	134,239	99,467	1,303,285	5,430.4
7/2/2018	Mon	3:45a - 8:30a	4.75	1,246,020	194,211	221,099	206,039	1,867,369	6,552.2
7/3/2018	Tue	4:20a - 8:10a	3.83	924,945	148,895	142,135	113,677	1,329,652	5,786.1

7/4/2018	Wed	4:00a - 8:00a	4.00	999,360	187,737	217,151	184,725	1,588,973	6,620.7
7/5/2018	Thu	4:55a - 8:15a	3.33	831,967	90,632	106,601	85,258	1,114,458	5,577.9
7/6/2018	Fri	4:00a - 8:10a	4.17	1,093,874	194,211	232,944	206,039	1,727,068	6,902.8
7/7/2018	Sat	4:45a - 7:45a	3.00	724,500	103,579	114,498	92,362	1,034,939	5,749.7
7/8/2018	Sun	4:00a - 8:00a	4.00	932,640	129,474	153,980	134,991	1,351,085	5,629.5
7/9/2018	Mon	3:45a - 7:45a	4.00	1,066,080	194,211	228,996	198,934	1,688,221	7,034.3
7/10/2018	Tue	4:20a - 8:00a	3.67	916,913	155,369	161,876	134,991	1,369,149	6,217.8
7/11/2018	Wed	3:45a - 7:30a	3.75	1,014,975	207,158	248,737	198,934	1,669,804	7,421.4
7/12/2018	Thu	4:50a - 8:25a	3.58	924,284	142,421	146,083	127,886	1,340,676	6,241.5
7/13/2018	Fri	4:00a - 8:20a	4.33	1,171,958	220,106	252,685	220,249	1,864,997	7,178.6
7/14/2018	Sat	4:15a - 8:00a	3.75	936,900	135,948	138,187	113,677	1,324,712	5,887.6
7/15/2018	Sun	4:00a - 7:40a	3.67	855,697	168,316	189,514	149,201	1,362,728	6,188.6
7/16/2018	Mon	4:05a - 8:05a	4.00	1,090,800	200,685	228,996	206,039	1,726,520	7,193.8
7/17/2018	Tue	4:20a - 7:20a	3.00	811,980	129,474	146,083	113,677	1,201,214	6,673.4
7/18/2018	Wed	4:00a - 8:00a	4.00	1,082,640	220,106	248,737	220,249	1,771,731	7,382.2
7/19/2018	Thu	4:15a - 7:40a	3.41	880,394	129,474	146,083	120,782	1,276,733	6,240.1
7/20/2018	Fri	3:50a - 8:05a	4.25	1,150,305	226,580	256,633	227,354	1,860,871	7,297.5
7/21/2018	Sat	4:15a - 8:15a	4.00	1,015,920	129,474	146,083	120,782	1,412,259	5,884.4
7/22/2018	Sun	4:00a - 8:20a	4.33	901,506	220,106	225,047	184,725	1,531,384	5,894.5
7/23/2018	Mon	4:15a - 7:30a	3.25	920,205	161,843	205,306	177,620	1,464,974	7,512.7
7/24/2018	Tue	4:15a - 7:50a	3.58	894,427	135,948	150,032	127,886	1,308,293	6,090.7
7/25/2018	Wed	4:00a - 7:45a	3.75	1,061,775	187,737	225,047	191,830	1,666,389	7,406.2
7/26/2018	Thu	4:05a - 8:05a	4.00	1,082,640	116,527	138,187	120,782	1,458,135	6,075.6
7/27/2018	Fri	4:00a - 8:00a	4.00	1,165,920	194,211	236,892	206,039	1,803,062	7,512.8
7/28/2018	Sat	4:40a - 8:05a	3.43	885,557	123,000	130,291	113,677	1,252,525	6,086.1
7/29/2018	Sun	4:00a - 7:50a	3.83	988,829	135,948	161,876	134,991	1,421,645	6,186.4
7/30/2018	Mon	4:00a - 7:45a	3.75	983,700	187,737	217,151	191,830	1,580,418	7,024.1
7/31/2018	Tue	4:00a - 7:40a	3.67	993,322	123,000	146,083	113,677	1,376,083	6,249.2
8/1/2018	Wed	4:00a - 8:00a	4.00	1,165,920	207,158	240,840	220,249	1,834,167	7,642.4
8/2/2018	Thu	4:30a - 8:00a	3.50	947,310	116,527	138,187	120,782	1,322,805	6,299.1

8/3/2018	Fri	4:00a - 8:00a	4.00	1,165,920	181,264	228,996	198,934	1,775,114	7,396.3
8/4/2018	Sat	4:50a - 8:25a	3.58	939,106	110,053	118,446	99,467	1,267,072	5,898.8
8/5/2018	Sun	4:05a - 8:25a	4.50	1,124,280	135,948	161,876	142,096	1,564,200	5,793.3
8/6/2018	Mon	4:00a - 7:35a	3.58	1,043,498	161,843	201,358	184,725	1,591,424	7,408.9
8/7/2018	Tue	4:45a - 7:30a	2.75	744,315	116,527	130,291	113,677	1,104,809	6,695.8
8/8/2018	Wed	4:00a - 7:50a	3.83	1,116,368	174,790	217,151	191,830	1,700,139	7,398.3
8/9/2018	Thu	4:30a - 7:30a	3.00	811,980	110,053	130,291	106,572	1,158,896	6,438.3
8/10/2018	Fri	4:00a - 8:10a	4.17	1,215,472	161,843	217,151	206,039	1,800,504	7,196.3
8/11/2018	Sat	4:30a - 8:10a	3.67	916,913	142,421	150,032	134,991	1,344,357	6,105.2
8/12/2018	Sun	4:15a - 7:30a	3.25	839,085	110,053	150,032	120,782	1,219,951	6,256.2
8/13/2018	Mon	4:15a - 8:10a	3.92	1,224,216	123,000	193,462	184,725	1,725,403	7,335.9
8/14/2018	Tue	4:20a - 7:50a	3.50	947,310	129,474	150,032	120,782	1,347,597	6,417.1
8/15/2018	Wed	4:00a - 8:00a	4.00	1,249,200	161,843	209,255	184,725	1,805,022	7,520.9
8/16/2018	Thu	4:15a - 7:25a	3.17	725,993	123,000	122,394	106,572	1,077,960	5,667.5
8/17/2018	Fri	4:15a - 7:40a	3.42	996,862	155,369	197,410	85,258	1,434,898	6,992.7
8/18/2018	Sat	4:30a - 8:00a	3.50	874,440	123,000	78,964	113,677	1,190,081	5,667.1
8/19/2018	Sun	4:00a - 8:00a	4.00	949,440	135,948	157,928	142,096	1,385,412	5,772.5
8/20/2018	Mon	4:00a - 7:45a	3.75	1,093,050	174,790	209,255	191,830	1,668,924	7,417.4
8/21/2018	Tue	4:40a - 6:40a	2.00	582,960	77,684	90,809	78,153	829,606	6,913.4
8/22/2018	Wed	4:00a - 7:30a	3.50	1,020,180	161,843	205,306	184,725	1,572,054	7,486.0
8/23/2018	Thu	4:30a - 8:00a	3.50	947,310	116,527	134,239	127,886	1,325,962	6,314.1
8/24/2018	Fri	4:00a - 7:35a	3.58	1,043,498	155,369	201,358	177,620	1,577,845	7,345.6
8/25/2018	Sat	4:30a - 7:30a	3.00	749,520	103,579	110,550	99,467	1,063,116	5,906.2
8/26/2018	Sun	4:15a - 7:45a	3.50	859,740	116,527	138,187	120,782	1,235,235	5,882.1
8/27/2018	Mon	4:10a - 7:35a	3.42	996,862	155,369	193,462	177,620	1,523,312	7,423.5
8/28/2018	Tue	4:20a - 8:00a	3.67	1,008,516	110,053	126,342	113,677	1,358,588	6,169.8
8/29/2018	Wed	4:00a - 8:00a	4.00	1,165,920	181,264	209,255	191,830	1,748,268	7,284.4
8/30/2018	Thu	4:30a - 8:00a	3.50	947,310	129,474	130,291	113,677	1,320,751	6,289.3
8/31/2018	Fri	4:00a - 7:40a	3.67	993,322	194,211	228,996	206,039	1,622,568	7,368.6

CITY OF FERNLEY
RESOLUTION #24-007

**A RESOLUTION OF THE CITY OF FERNLEY TO ADOPT THE 2022
WATER SYSTEM PLAN UPDATE.**

WHEREAS, it is a function of the City of Fernley to operate and maintain a public water treatment and distribution system; and

WHEREAS, the City Council desires to provide safe and reliable drinking water to its customers in accordance with the requirements of Nevada Revised Statutes and Nevada Administrative Code and the requirements of its permit number NV0000062; and

WHEREAS, the current water system plan was last updated in 2008; and

WHEREAS, adoption of the 2018 update to the City of Fernley Comprehensive Plan and recent development trends necessitate updates to the water plan; and

WHEREAS, The Fernley Planning Commission, on April 10, 2024, held a public meeting and approved Resolution 24-007 adopting the 2022 Water System Plan update; and

WHEREAS, The Fernley City Council, on April 17, 2024, held a public meeting and approved Resolution 24-007 adopting the 2022 Water System Plan update; and

NOW, THEREFORE, BE IT RESOLVED, that the Fernley City Council adopts the 2022 Water System Plan Update;

BE IT FURTHER RESOLVED, that the Fernley Planning Commission approves and recommends that the City Council adopt the 2022 Water System Plan Update.

RESOLUTION PASSED, APPROVED, AND ADOPTED this 10th day of April 2024, by the following vote of the Fernley Planning Commission:

AYES:___ NAYS:___ ABSTENTIONS:___ ABSENT:___

By: _____
Jenni McCullar, Chairwoman

Date: _____

Attest: _____
Brenda Gosser, Deputy City Clerk

Date: _____

RESOLUTION PASSED, APPROVED, AND ADOPTED this 17th day of April 2024, by the following vote of the Fernley City Council:

AYES:___ NAYS:___ ABSTENTIONS:___ ABSENT:___

By: _____
Neal E. McIntyre, Mayor

Date: _____

Attest: _____
Kim Swanson, City Clerk

Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

100-320-210 (Planning and Zoning Fees)

ACTION REQUESTED: Resolution
Motion

AGENDA ITEM:

(For Possible Action) Consideration, discussion, and possible action to approve Resolution #24-009 to: 1) change the fees for Planning applications from flat fees to deposits; 2) include a technology fee to cover the cost of project tracking software; 3) increase noticing fees to cover rising costs; and 4) increase seven (7) of the base fees to be more in alignment with other jurisdictions; and other matters related thereto.

AGENDA ITEM BRIEF:

The City of Fernley Planning Department has been attempting to become self-supporting and reach complete cost recovery since 2012. Despite raising fees several time, the current flat fee system does not adequately cover staff time spent on each project. Therefore, City Staff is looking to change to a deposit-based fee. In addition, a technology fee has been added to cover the cost of existing and new software to make the process more efficient, notification fees have been increased to cover rising costs and increased noticing areas, and seven (7) of the base fees have been increased to be more consistent with surrounding jurisdictions.

RECOMMENDED MOTION:

I move to approve Resolution #24-009 as presented by staff to take effect on July 1, 2024.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

- I move to deny Resolution #24-009
- I move to refer this matter back to Staff to make the following change(s): _____.

BACKGROUND:

The issue of cost recovery has been on the Planning Department's list of goals since 2012 and has been discussed in the budget in recent years. In a continued effort to reach this goal, Planning application fees have been increased several times throughout the years. Each of these increases have helped, but the Planning Department has not been able to adequately cover the staff time required for basic processing of applications.

There are two applications that are currently designated as deposit-based: Planned Development and Area Plans. However, until recently, these fees have been treated as flat fees and no accounting has been kept, defeating the purpose of deposit fees. One Planned Development application has been completed to this point with the deposit fee system and a true accounting of staff time spent on the project. With an initial deposit of \$5,000, the developer has since provided the City with a total of \$17,500. Based on the number of Planned Developments submitted since the deposit fee was implemented, it is estimated that the City has lost out on \$87,500.

There are several benefits to switching from flat fees to deposit-based fees for Planning applications. The system is designed for applicants and developers to cover the entire cost of time and materials for the processing their projects. This saves the taxpayers money by not making them cover any additional costs or expenses not covered by the flat fees. In addition, being required to pay for any staff time spent on their project(s) tends to keep applicants and developers from scheduling multiple, unproductive meetings that take up time that staff could be putting towards other productive uses. Another important benefit of deposit-based fees is the ability of the City to hire additional staff without as much impact to the overall budget. The added staff ultimately results in projects being completed in a shorter timeframe, saving developers valuable time and, ultimately, money.

The administration of a deposit-based fee system is fairly straightforward. Upon initial application, applicants and developers will be required to pay the applicable deposit fee shown on the fee schedule (attached). Staff then keeps track of the time and materials used to process the application through to completion, with staff time being charged at \$80 per hour. If, once the application has gone through the process, there is a remaining portion of the deposit, a refund will be issued for any funds above \$100 (to be used as an administrative fee). However, if the initial deposit is reduced to a point where only 20 percent remains, the applicant/developer will be asked to provide an additional deposit to cover remaining costs. If this additional deposit is not received before the balance reaches \$0, all work on the application will stop until such time as the additional deposit is received. At the conclusion of application processing, a refund will be given as described above.

To determine the amount of each deposit, Staff conducted a comparison of City of Fernley Planning fees with several other jurisdictions within Nevada (attached). These jurisdictions include, among others, Carson City, Sparks, Reno, Douglas County, and Lyon County. An average of these fees was determined and then compared to City of Fernley fees. In general, the City of Fernley Planning fees are fairly comparable to the average fee of the other jurisdictions with only a few exceptions. Seven (7) fees are proposed to be increased, most by fairly small amounts (shown on the attached comparison). Only one fee, Zoning Map Amendment, is proposed to increase a significant amount. In practice, a Zoning Map Amendment is comparable to a Master Plan Amendment so the proposed fee is also the same.

A couple of other changes are being proposed in conjunction with the new fee schedule. The first of these is an increase in the noticing fee from \$300 to \$500. This increase is to cover the rising cost of putting public notices into the newspaper and the increase in printing and mailing costs. The second proposed change is the addition of a technology fee to contribute to the cost of current and future computer software and subscriptions used during the review process such as project tracking software and Geographic Information System. This fee is calculated as four (4) percent of the base application fee. This is consistent with technology fees charged by other jurisdictions.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

[City of Fernley Development Code - Appendix A](#)

FINANCIAL IMPLICATIONS:

Increased revenue to the City of Fernley.

ATTACHMENTS:

1. Resolution 24-009
2. Proposed Fee Schedule Page 1
3. Proposed Fee Schedule Page 2
4. Existing Fee Schedule
5. Fee Comparison Dec 2023

RESOLUTION # 24-009

A RESOLUTION OF THE FERNLEY CITY COUNCIL AMENDING THE PLANNING DEPARTMENT FEE SCHEDULE TO CONVERT THE CURRENT FLAT FEES TO DEPOSIT-BASED FEES, INCREASE SEVEN OF THE FEES TO BETTER MATCH OTHER AREA JURISDICTIONS, INCREASE NOTIFICATION FEES, AND ADD A TECHNOLOGY 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 establish a schedule of fees for processing of all development and land division applications under the Development Code (Title 32) by resolution; and

WHEREAS, the City of Fernley Planning Department has been aiming to reach full cost-recovery since 2012; and

WHEREAS, the City of Fernley believes that development should pay for itself;

WHEREAS, cost-recovery through the use of deposit-based fees for development applications allows the City to increase Planning Department services at the cost of the developers; and

WHEREAS, other proposed changes to the Planning Department fee schedule are necessary to increase efficiency and offset costs; and now therefore,

BE IT RESOLVED BY FERNLEY CITY COUNCIL that the fee schedule adopted by Resolution #23-016 is repealed and the Planning Department Fee Schedule shown in Exhibit A of this document is hereby adopted and shall take effect July 1, 2024.

RESOLUTION PASSED, APPROVED, AND ADOPTED the 17th day of April, 2024 by the Fernley City Council, City of Fernley, State of Nevada.

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

ACKNOWLEDGED AND APPROVED:

DATED:

Neal E. McIntyre, Mayor

ATTEST:

Kim Swanson, City Clerk

**CITY OF FERNLEY
PLANNING DEPARTMENT FEE SCHEDULE**

Application	Base Application Fee	Surveyor Fee	Noticing Fee	Technology Fee**	Total Deposit
<u>Entitlements</u>					
Administrative Review	\$2,350	\$0	\$0	\$94	\$2,444
Annexation*	\$4,000	\$1,600	\$500	\$160	\$6,260
Conditional Use Permit	\$3,600	\$0	\$500	\$144	\$4,244
Development Agreement*	\$3,500	\$0	\$500	\$140	\$4,140
Major Deviation	\$1,750	\$0	\$500	\$70	\$2,320
Master Plan Amendment (Map)*	\$3,500	\$0	\$500	\$140	\$4,140
Master Plan Amendment (Text)*	\$5,000	\$0	\$500	\$200	\$5,700
Minor Deviation	\$500	\$0	\$0	\$20	\$520
Planned Development*	\$5,000	\$0	\$500	\$200	\$5,700
Temporary Use Permit (Special Event)	\$500	\$0	\$0	\$20	\$520
Temporary Use Permit (Use)	\$250	\$0	\$0	\$10	\$260
Variance	\$1,750	\$0	\$500	\$70	\$2,320
Waiver	\$500	\$0	\$0	\$20	\$520
Zoning Map Amendment*	\$3,500	\$0	\$500	\$140	\$4,140
<u>Land Division/Mapping</u>					
Abandonment/Vacation	\$1,500	\$1,450	\$0	\$60	\$3,010
Amended Map	\$250	\$1,450	\$0	\$10	\$1,710
Boundary Line Adjustment	\$700	\$2,100	\$0	\$28	\$2,828
Certificate of Amendment	\$250	\$850	\$0	\$10	\$1,110
Division of Land into Large Parcels (Final)	\$600	\$2,100	\$0	\$24	\$2,724
Division of Land into Large Parcels (Tentative)	\$1,000	\$0	\$0	\$40	\$1,040
Parcel Map (Final)	\$1,000	\$2,100	\$0	\$40	\$3,140
Parcel Map (Tentative)	\$2,050 + \$200/lot	\$0	\$0	\$82	\$2,132 + \$200/lot
Reversion to Acreage	\$1,400	\$1,300	\$0	\$56	\$2,756
Roadway Dedication	\$1,500	\$1,450	\$0	\$60	\$3,010
Subdivision Map (Final)	\$1,650	\$2,600 + \$20/lot	\$0	\$66	\$4,316 + \$20/lot
Subdivision Map (Tentative)	\$8000 + \$60/lot >100 lots	\$0	\$0	\$320	\$8320 + \$60/lot >100 lots
<u>Miscellaneous</u>					
Appeal	\$750	\$0	\$500	\$30	\$1,280
Continuance	\$400	\$0	\$500	\$16	\$916
Extension of Time	\$775	\$0	\$500	\$31	\$1,306
Sign Permit Review	\$100	\$0	\$0	\$4	\$104
Temporary Sign Permit	\$100	\$0	\$0	\$4	\$104
Zoning Verification Letter	\$150	\$0	\$0	\$6	\$156
<u>Building Related</u>					Flat Fees
Planning Plan Review	40% of Permit Fee	\$0	\$0	4%	40% of Permit Fee + 4%
Residential Repeats	\$100	\$0	\$0	\$4	\$104

Notes:

* Outside Legal Fees to be Paid at Actual Cost

** Technology Fee = 4% of Application Fee

See Next Page for More Information



Planning Department

Permits
Planning
Development Review
Sustainability

City of Fernley Planning Application Fee Information

The fees for Planning applications are meant to cover the cost of the time staff spends reviewing them. Planning fees are deposit-based and charged at a rate of \$80 per hour.

Deposits

Deposits are submitted at the time of application in accordance with the current Planning Department Fee Schedule. Depending on the extent of work required, supplemental deposits may be required to complete the processing of an application. Staff will track the time spent and notify the applicant when 80% of the submitted deposit has been expended. At that time, the applicant will be required to replenish the deposit account. Failure to do so will result in all staff work on the project ceasing until the required deposit is submitted. Any unspent portion of a deposit will be refunded following the completion of the application review process.

Multiple Applications

If the project includes multiple applications, the applicant shall pay 100% of all required deposits.

Waiver of Fees

The Planning Director may waive all, or a portion of, planning fees for projects submitted by certified non-profit organizations and other governmental agencies. No other waivers will be granted.

Consultant Fees

The applicant shall pay the actual cost of any services provided by the City's outside legal counsel. These costs will be deducted from the deposit in addition to City staff time.

Technology Fee

The technology fee reimburses the City for technology costs related to permit processing, tracking, and filing. The technology fee is 4% of the base application fee and is not refundable.

Refunds

After the completion of a project, a refund of any remaining deposit will be issued within 90 days minus a \$100 administrative processing fee.

CITY OF FERNLEY
DEVELOPMENT SERVICES FEE SCHEDULE
Fee Schedule - Effective December 1, 2023
Planning Land Division Mapping Fees

Fee Description	Application Fee	Surveyor Fee	Noticing Fee	Total (due at time of application)
<u>Planning Fees</u>				
Administrative Review	\$2,350			\$2,350
Annexation	\$4,000	\$1,600	\$300	\$5,900
Appeal	\$750			\$750
Area Plan (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Building Permit Plan Check - Planning	40% of Permit Fee			40% of Permit Fee
Residential Repeats	\$100			\$100
Sign Permit Review	\$75			\$75
Conditional Use Permit	\$3,600		\$300	\$3,900
Continuance	50% of filing fee			50% of filing fee
Development Agreement	\$3,500		\$300	\$3,800
Major Deviation	\$1,750		\$300	\$2,050
Master Plan Amendment (map or text)	\$3,500		\$300	\$3,800
Minor Deviation	\$150			\$150
Planned Development (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Temporary Sign Permit	\$35			\$35
Temporary Use Permit	\$100			\$100
Variance	\$1,750		\$300	\$2,050
Zoning Map Amendment	\$600		\$300	\$900
Zoning Verification Letter	\$150			\$150
<u>Land Division/Mapping Fees</u>				
Abandonment (Vacations)	\$1,500	\$1,450		\$2,950
Amended Map		\$1,450		\$1,450
Boundary Line Adjustment	\$700	\$2,100		\$2,800
Certificate of Amendment	\$250	\$850		\$1,100
Division of Land into Large Parcels, Final	\$600	\$2,100		\$2,700
Division of Land into Large Parcels, Tentative	\$800			\$800
Extension of Time	\$775			\$775
Parcel Map, Final	\$1,000	\$2,100		\$3,100
Parcel Map, Tentative	\$2,050 + \$200/lot			\$2,050 + \$200/lot
Reversion to Acreage	\$1,400	\$1,300		\$2,700
Roadway Dedication	\$1,500	\$1,450		\$2,950
Subdivision Map, Tentative	\$8,000 + \$60/lot for > 100 lots			\$8,000 + \$60/lot for > 100 lots
Subdivision Map, Final (Does not include final improvement plan review)	\$1,650	\$2,600 + \$20/lot		\$4,250 + \$20/lot

Application Type	Current Fee								Average	Proposed Change
	City of Fernley	Carson City	City of Sparks	City of Reno	Washoe Co	Douglas Co	Lyon Co	City of Elko		
Administrative Review	\$2,350	\$750 + \$60/hr for >10 hrs	\$1,250 (Deposit)	\$3,926	\$2,168	\$2,573	\$500	\$200	\$1,714.63	\$0
Annexation	\$4,300	N/A	\$3,000	\$114	N/A	\$630	NA	\$1,500	\$1,908.80	\$0
Appeal	\$750	\$250 + \$60/hr for >4 hrs		\$100	\$1,448	\$919	\$1,500	50% Oringinal Fee	\$827.83	\$0
Area Plan	5300 (Deposit)		\$5,000 (Deposit)	\$12,386	\$6,917	\$6,878	\$3,025		\$6,584.33	\$0
Building Permit Review	40% permit		51.3% permit		\$3,319	\$50/sq. ft.			N/A	\$0
Residential Repeats	\$100		\$140						\$120.00	\$0
Sign Permit	\$75					\$120			\$97.50	Up \$25
Conditional Use Permit	\$3,900	\$2,450	\$2,500 (Deposit)	\$3,926	\$4,116	\$2,310	\$1,500	\$750	\$2,681.50	\$0
Continuance	50% filing fee			Noticing Cost	\$52	\$788			N/A	\$0
Development Agreement	\$3,800		\$1,900 + \$120/hr	\$12,386	\$6,313 (Deposit)	\$4,769 + Consulting Cost	\$3,500		\$5,444.67	\$0
Major Deviation	\$2,050	\$2,150	\$1,250 (Deposit)	\$3,186	\$1,603	\$2,573	\$1,500	\$500	\$1,851.50	\$0
Master Plan Amendment	\$3,800	\$3,050	\$2,500	\$8,090	\$7,322	\$6,878	\$3,500	N/A	\$5,020.00	\$0
Minor Deviation	\$150	\$500 + \$60/hr for >4 hrs	\$120	\$474		\$788	\$1,000	\$500	\$504.57	Up \$350
Planned Development	\$5300 (Deposit)	\$3,550/phase	\$6,410 (Deposit)	\$16,075	\$6,917	\$6,878	\$3,250		\$6,911.43	\$0
Temporary Sign Permit	\$35					\$120			\$77.50	Up \$65
Temporary Use Permit	\$100	\$750 + \$60/hr for >10 hrs	\$100			\$208	\$500	\$300	\$326.33	Up \$150/\$400*
Variance	\$2,050	\$2,150	\$4,110	\$3,186	\$1,603	\$2,573	\$1,500	\$500	\$2,209.00	\$0
Zoning Map Amendment	\$900	\$2,450	\$517	\$6,251	\$6,144	\$5,198	\$2,500	\$500	\$3,057.50	Up \$2,900
Zoning Verification Letter	\$150		\$80.50/hr	\$612	\$50/hr	\$105	\$400		\$232.92	\$0
										\$0
Abandonment (Vacation)	\$1,500	\$2,450		\$3,490	\$1,791	\$1,967	\$1,500	\$600	\$1,899.71	\$0
Amended Map	\$0				\$2,359	\$2,980	Same as Original		\$2,669.50	Up \$250
Boundary Line Adjustment	\$700	\$500		\$1,225	\$569	\$1,040	\$1,000	\$200	\$747.71	\$0
Certificate of Amendment	\$250					\$271	\$375		\$298.67	\$0
Division of Land into Large Parcels (Final)	\$600	\$0			\$778	\$0	\$250		\$542.67	\$0
Division of Land into Large Parcels (Tentative)	\$800	\$750			\$778	\$788	\$500		\$723.20	Up \$200
Extension of Time	\$775		\$2,660 (Deposit)	\$3,070	\$568	\$1,313	\$650		\$1,506.00	\$0
Parcel Map (Final)	\$1,000	\$0				\$806	\$1,000		\$935.33	\$0
Parcel Map (Tentative)	\$2,050 + \$200/lot	\$2,750		\$1,838	\$3,518	\$2,385	\$2,000	\$400 + \$25/lot	\$2,134.43	\$0
Reversion to Acreage	\$1,400	\$500		\$1,225	\$502	\$1,967	\$1,000	\$300	\$984.86	\$0
Roadway Dedication	\$1,500								\$1,500.00	\$0
Subdivision Map (Final)	\$1,650	\$1,800/phase		\$6,135	\$4,454	\$1,162	\$1,500	\$750 + \$25/lot	\$2,493.00	\$0
Subdivision Map (Tentative)	\$8,000 + \$60/lot for > 100 lots	\$3,500	\$24, 210	\$6,357	\$7,320	\$4,471 + \$20/unit over 50	\$3,000	\$750 + \$25/lot	\$7,201.00	\$0

*Divided into 2 separate applications (Use and Special Event)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Resolution

AGENDA ITEM:

Discussion and possible action for approval of Resolution #24-001 in opposition to the United States Postal Service's proposed changes to the Processing and Distribution Center in Reno, Nevada.

AGENDA ITEM BRIEF:

If approved, this Resolution would formally express the City Council's concerns with and opposition to the United States Postal Service's (USPS) proposal to move some mail processing activities from the Reno Processing and Distribution Center (P&DC) to Sacramento, California.

RECOMMENDED MOTION:

I move to approve Resolution #24-011 in opposition to the United States Postal Service's proposed changes to the Processing and Distribution Center in Reno, Nevada.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council may approve the Resolution. Or, City Council may decline to approve the Resolution and provide further direction to the City Manager.

BACKGROUND:

On February 6, 2024, USPS released its Initial Findings Document regarding the Mail Processing Facility Review of the Reno P&DC. The Initial Findings Document is attached for reference. The Initial Findings Document states, "The business case supports transferring mail processing outgoing operations to the Sacramento P&DC" and reducing the scope of activities occurring in the Reno P&DC. USPS accepted comments through an online portal through February 28, 2024. Due to the short timeline, bringing the matter to City Council for formal consideration before that deadline was not feasible, and City staff submitted comments on the City's behalf expressing concerns with the proposal.

Senator Catherine Cortez Masto, Senator Jacky Rosen, and Congressman Mark Amodei jointly submitted a letter expressing concerns with the proposal. That letter is attached for reference.

Analysis: The Resolution expresses concerns regarding and opposition to the USPS proposal to move some mail processing activities out of the State of Nevada. Concerns include weather-related delays over Donner Pass, prompt receipt of life-saving prescription medications, timely processing of election-related mail, and reduced USPS job opportunities in the region.

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

There are none

ATTACHMENTS:

1. Resolution 24-011 Opposition against USPS moving P&DC

City of Fernley

Resolution 24-011

RESOLUTION IN OPPOSITION TO THE UNITED STATES POSTAL SERVICE'S PROPOSED CHANGES TO THE PROCESSING AND DISTRIBUTION CENTER IN RENO, NEVADA.

WHEREAS, on February 06, 2024, the United States Postal Service (USPS) released its Initial Findings Document regarding the Mail Processing Facility Review for the Reno Processing and Distribution Center (P&DC), in which USPS determined it will likely downsize the Reno P&DC to a Local Processing Center (LPC) and that "the business case supports transferring mail processing outgoing operations" from Reno, Nevada, to Sacramento, California; and

WHEREAS, in its review, USPS does not provide information about the study on which it relied to reach this determination, nor does it provide any analysis on local impacts of moving mail processing completely outside of the State of Nevada; and

WHEREAS, the Fernley City Council is concerned about this plan to downsize the Reno P&DC and move its operations to California as well as the lack of transparency from USPS about the process for making this significant determination; and

WHEREAS, the proposed downsizing could severely impede on-time mail service in Northern Nevada, which is essential for those who rely on USPS to receive prescription medications, receive Social Security checks, conduct commerce, pay bills, vote in federal and state elections, and respond to many other time-sensitive matters; and

WHEREAS, the United States Department of Veterans Affairs alone fills about 80 percent of veterans' prescriptions by mail, many of the 220,000 veterans in Nevada rely on USPS for timely delivery of their often life-saving prescriptions, and delay for these men and women who have served our country is not an option; and

WHEREAS, for many families in rural Nevada, USPS is the only way that they can receive critical deliveries and participate in commerce in a meaningful way, and diverting their mail outside of Nevada and back again raises serious concerns about the possibility of delay; and

WHEREAS, sending over one hundred thousand mail-in-ballots from Nevada to California before they are sent back to Northern Nevada is extremely concerning to election officials and voters in Nevada; and

WHEREAS, the USPS standard for local Reno mail received and delivered is two days, a standard which USPS has already struggled to meet, and sending Nevadans' mail out of state will only exacerbate this deficiency; and

WHEREAS, the snowy mountains and often difficult road conditions between Reno and Sacramento pose a major challenge to on-time mail delivery, furthering concerns about service delays if mail is being shipped out of state only to be sent back to Nevada; and

WHEREAS, USPS provides good, reliable jobs for the Truckee Meadows community that this "modernization" would put at risk or move out of the area; and

WHEREAS, while USPS states that “there will be no career employee layoffs,” it neither provides data on how it reached this conclusion, nor does it make any mention of prospective job losses for pre-career employees, who are those who have worked for USPS for under two years, and reducing services and thus employment opportunities at the Reno P&DC will negatively impact the USPS employment pipeline for new, future hires in the community;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fernley that the City of Fernley hereby opposes the United States Postal Service’s proposed changes to the Processing and Distribution Center in Reno, Nevada.

PASSED AND ADOPTED on this 17th day of April 2024, by the following vote of the City Council:

AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

APPROVED this 17th day of April 2024.

Neal E. McIntyre, Mayor

ATTEST: By: _____
Kim Swanson, City Clerk



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 17, 2024

REPORT TO: Fernley Planning Commission

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding Bill #346 and the related annexation application (ANX24001) submitted by Summit Engineering on behalf of Lansing Companies regarding a request to annex into the City of Fernley a ±177.7-acre parcel generally located west of Duffy Drive, east of Truck Inn Way, and northwest of Nevada Pacific Parkway at Interstate 80 (APN: 021-581-08).

AGENDA ITEM BRIEF:

This parcel is contiguous to City of Fernley boundaries and the applicant has filed a petition of annexation. The subject parcel is directly north of the 155.6-acre parcel the applicant recently annexed, and both parcels are intended to be developed as a project with the working name of "Nevada Pacific Industrial Park". The parcels are located within the North Fernley Future Development Area.

RECOMMENDED MOTION:

Approval

"I move to adopt the findings related to considerations of approval as presented by staff. I further move to adopt Bill #346 as an ordinance to approve the annexation petition associated with ANX24001, convert the zoning of the associated parcel from RR5 to GR20, and prohibit development on this parcel until the North Fernley Area Plan is complete."

Denial

"Based on information received in written materials and the public hearings on this matter, I move to deny the annexation petition associated with ANX24001 because I am unable to make the following required considerations of approval:"

"I am unable to make consideration of approval _____ as it relates to _____."

(Repeat for each applicable condition of approval.)

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Though no further language has been provided, all motions consistent with Fernley City Council rules of procedure are appropriate.

BACKGROUND:

In late 2023, 177 Fernley LLC—whose parent company is understood to be Lansing Companies—purchased this parcel with the intention of expanding the area for the planned Nevada Parkway Industrial Center. Alongside the previously annexed parcel, if this parcel is annexed, the area for this industrial project will become 333.3-acres in size. The parcel is currently vacant and surrounded by similarly vacant parcels, but abuts land undergoing the development process as part of the Victory Logistics project. Completion of the Victory Logistics project will extend the City of Fernley's industrial core northward towards this parcel.

At the March 13, 2024, Planning Commission meeting, the Commissioners voted unanimously (7-0) to recommend annexation. The ordinance associated with this item was read and introduced at the April 3, 2024, City Council meeting.

CONSIDERATIONS FOR APPROVAL:

a. The request conforms to the requirements of NRS chapter 268.

Factors that must be considered in the review of an annexation proposal include, but are not limited to:

1. Population, population density, land area and land uses, per capita assessed valuation, topography, including natural boundaries and drainage basins, proximity to other populated areas, and the likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next 10 years.

The subject parcel and surrounding parcels are currently vacant. The nearest land uses are industrial in nature. This area is designated as being in the North Fernley Future Development Area in the City of Fernley Comprehensive Plan.

2. The need for organized community services, the present cost and adequacy of governmental services and controls in the area, probable future needs for such services and controls, and the probable effect of the proposed formation and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.

Because the subject parcel is within the North Fernley Future Development Area, Staff recommends it not be allowed to develop if annexed until the North Fernley Area Plan is complete. This will allow for a better determination regarding how to address the need for organized community services, etc. in the area.

3. The effect of the proposed annexation and of alternative actions on adjacent areas, on mutual social and economic interests and on the local governmental structure of the county.

The proposed annexation is expected to eventually have a positive impact on the mutual social and economic interests of City of Fernley and Lyon County. As it currently exists, the parcel is in an outlying portion of Lyon County that cannot serve an industrial facility with the types of utilities needed. If annexed to City of Fernley, and planned for adequately during the area plan process, staff believes this parcel may be developed to the mutual economic benefit of Lyon County and City of Fernley.

4. The effect of the proposed annexation and of alternative actions upon the availability and requirement of water and other natural resources throughout the affected area.

As part of the City of Fernley development process, the applicant will be required to ensure adequate water access to the subject parcel.

5. Any determination by the Bureau of Land Management that the territory proposed to be annexed is suitable for residential, commercial, or industrial development, or will be opened to private acquisition.

Not Applicable. This parcel is not being annexed from the Bureau of Land Management.

6. The consistency of the annexation proposal with any applicable comprehensive regional plan, area plan or comprehensive plan and any program of annexation adopted and certified pursuant to NRS 268.625.

This parcel is currently designated by the Lyon County Comprehensive Plan as a cooperative planning area. The county expects this parcel to be developed by (or with the input of) City of Fernley. The City of Fernley Comprehensive Plan currently designates this parcel as General Rural, and as part of the North Fernley Future Development Area. Staff's recommendation is that City of Fernley keep our General Rural land use designation and convert the zoning from Lyon County's RR5 to our GR20 if the parcel is annexed. The GR20 is expected to be a placeholder zoning designation until the area plan process indicates a preferred land use.

b. The request conforms to the findings established for annexation:

Location of the property to be considered for annexation

The parcel is contiguous to current City of Fernley boundaries.

The logical extension of City limits

Because this parcel is contiguous, and because we are looking toward future development near this area, this could be considered a logical extension of City limits.

The need for expansion to accommodate planned regional growth

Though the area plan is not yet complete, this area is primed for development of an extensive industrial area. This parcel hopes to develop in the same manner and it would be much easier for the developer to succeed in their endeavor if the parcel were a part of City of Fernley rather than Lyon County.

The location of existing and planned water and sewer service

It would be inefficient for Lyon County to provide water and sewer service to this parcel. While it would currently also be inefficient for City of Fernley to provide these services, we hope to address that through the area plan process.

Community goals that would be met by the proposed annexation

Staff was unable to identify any of Fernley's 52 community goals that apply specifically to this project.

There are some action strategies that we apply to our development application process in general to support these goals; however, none of them are unique to this project. The applicant offers that construction of the proposed logistics center will support the need for affordable housing within the core downtown area.

The efficient and cost-effective provision of service areas and capital facilities

City of Fernley does not yet know the best manner to provide efficient and cost-effective services to this area; however, we are currently working on an area plan to address that question.

Fiscal analysis regarding the proposed annexation

The submitted fiscal impact analysis is attached to this report for your consideration. It reports that City of Fernley should expect this entire project (both parcels) to generate an \$11.6 million revenue surplus over the 20-year analysis period and a \$21.8 million revenue surplus over the 40-year analysis period for the General Fund. Much of the revenue in the report appears to be attributed to our building and planning fees and property tax revenue.

Whether Lyon County has adopted a community management plan for the proposed annexation area

Lyon County has not adopted a community management plan for the proposed annexation area.

Whether the annexation creates any islands

This annexation would not create any islands.

Any other factors concerning the proposed annexation deemed appropriate for consideration by the City Council

Staff has not identified any additional factors to consider, but is happy to provide information regarding any factors that Planning Commission or Council deem appropriate for consideration.

c. The property requested to be annexed conforms to the comprehensive plan.

If City of Fernley converts Lyon County's RR5 zone to GR20 through the annexation process, the property will conform with our comprehensive plan designated land use of General Rural. Staff prefers, and our code supports, preventing development on this parcel (if annexed) until the area plan process determines whether a new comprehensive plan land use designation will be more appropriate for this parcel than the current one. Given the parcel's location along the I-80 corridor, it is likely our area plan process will determine that a more intensive use (such as Commercial or Industrial) is appropriate; however, staff would like to ensure that the adopted North Area Plan supports this type of development in the North Fernley Future Development area.

d. Public notice was given, and a public hearing held per the requirements of the development code.

Staff certifies that public notice was given in compliance with Nevada Revised Statutes and Title 32 of Fernley Municipal Code. The applicant's parcel is the only parcel proposed for annexation, so there were no individual property owner notices to mail. Staff notified the Lyon County Board of Commissioners via letter, a public notice for the hearing held during Planning Commission appeared in the Reno Gazette Journal on February 23, 2024, and a public notice for the hearing to be held before City Council is scheduled to appear in the Reno Gazette Journal on April 2, 2024.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

[Nevada Revised Statutes \(NRS\), Chapter 268](#) - Powers and Duties Common to Cities and Towns Incorporated Under General or Special Laws
[Fernley Municipal Code \(FMC\), Title 32](#) - Development Code
City of Fernley Public Works [Design Standards and Review Guidelines](#)
City of Fernley Public Works [Design Standard Details](#)

Specific

[NRS §268.610 - 268.671](#) - Annexation by Cities in Other Counties
[FMC §32.03.040](#) (a) - Annexation

Note: This list is for quick reference and not all-inclusive. City of Fernley Planning Department will monitor this section until the public hearing on April 17, 2024, but does not guarantee the included links will be functional and/or relevant beyond the meeting date.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Ordinance Bill # 346
2. Petition to Annex
3. Applicant Narrative
4. Vicinity Map
5. Fiscal Analysis

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

BILL # 346
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE TO ANNEX CERTAIN LANDS TO CITY OF FERNLEY AS PETITIONED BY THE PROPERTY OWNER (ANX24001); LANDS MORE SPECIFICALLY DESCRIBED AS ASSESSOR'S PARCEL NUMBER 021-581-08, ON A SITE APPROXIMATELY 177.7-ACRES IN SIZE, OWNED BY 177 FERNLEY LLC, AND GENERALLY LOCATED WEST OF DUFFY DRIVE, EAST OF TRUCK INN WAY, AND NORTHWEST OF NEVADA PACIFIC PARKWAY AT INTERSTATE 80; INTO THE INCORPORATED CITY LIMITS, PURSUANT TO NRS 268.670 CONTIGUOUS VOLUNTARY ANNEXATIONS; AND OTHER MATTERS PROPERTY RELATED THERETO.

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

Section 1: The property described in Exhibit "A" and shown in Exhibit "B" which is attached hereto and incorporated herein by reference, situated in the County of Lyon, State of Nevada, shall become and hereafter shall be a part of the City of Fernley and shall be embraced within the corporate limits of this said City.

SECTION 2: Upon annexation, the zoning shall convert from Lyon County zoning of Rural Residential 5 acres (RR5) to a City of Fernley zoning of General Rural 20 acres (GR20).

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

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

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

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

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

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

BILL # 346 BEING HEREBY PROPOSED on the 3rd day of April 2024.

BILL # 346 BEING HEREBY PASSED, APPROVED and ADOPTED this 17th day of April 2024, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

EXHIBIT "A"
LEGAL DESCRIPTION
APN 021-581-08

Parcel 1:

The North 1/2 of the North 1/2 of Section 5, Township 20 North, Range 25 East, M.D.B.&M.

PARCEL 2:

A nonexclusive easement for utility and roadway purposes over and across the following parcel of land situate and being in the County of Lyon, State of Nevada, more particularly described as follows:

The South 1/2 of the North 1/2 of Section 5, Township 20 North, Range 25 East, M.D.B.&M.

Said easement to be fifty feet (50') in width and to be for the purposes of providing utility service and ingress and egress to the property, as set forth in Quitclaim Deed recorded September 30, 1993, in Book 3859, Page 775, as Document No. 1717917, Official Records, Washoe County, Nevada and further set out in Quitclaim Deed recorded June 20, 2008, as Document No. 427763, Official Records, Lyon County, Nevada.

NOTE: Said legal description previously recorded in Quitclaim Deed recorded October 31, 2013, as Document No. 514460, Official Records, Lyon County, Nevada.

Assessor's Parcel Number: 021-581-08

Description Prepared By:

Ryan G. Cook, PLS 15224

Summit Engineering Corporation

A Sanderson Bellecci Company

5405 Mae Anne Ave., Reno, NV 89523

775-747-8550

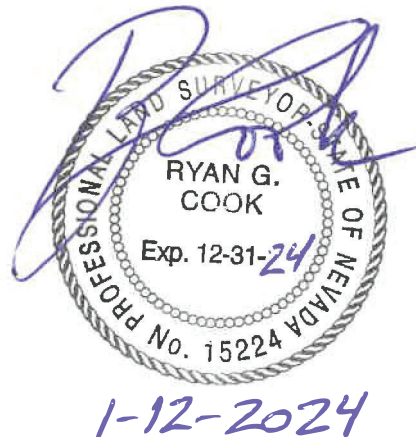
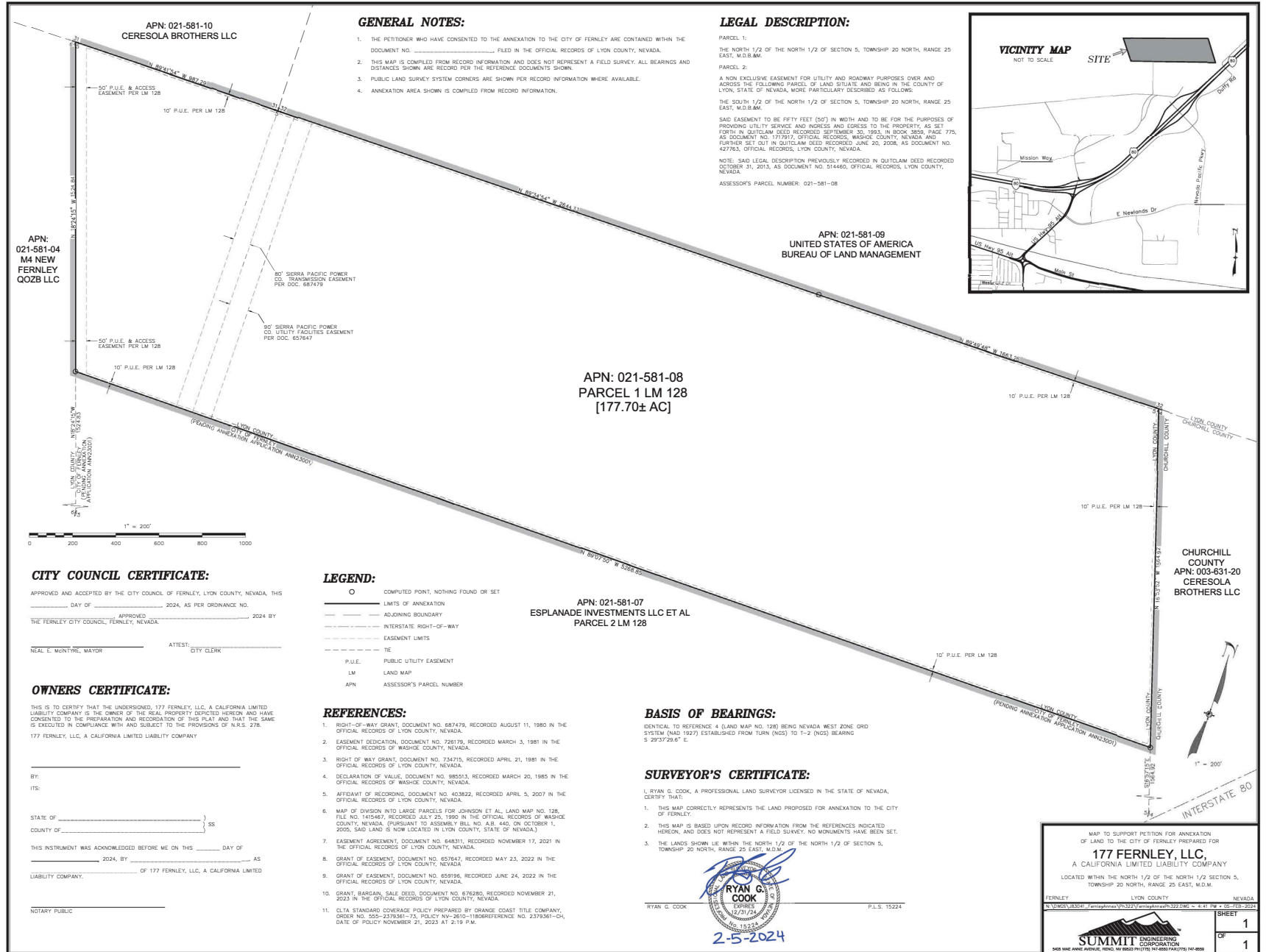


Exhibit "B"



APN 021-581-08

Recording Requested By:

City of Fernley
Attn: Shay League, Senior Planner
595 Silver Lace Boulevard
Fernley, Nevada 89408

PETITION TO ANNEX

I am the owner of record of that certain property located in Lyon County, Nevada, Assessor's Parcel Number (APN) 021-581-08.

Parcel Location: 177.70+/- acres approx. 4000 feet North of the Intersection of Interstate 80 and Nevada Pacific Parkway and described as:

The North 1/2 of the North 1/2 of Section 5, Township 20 North, Range 25 East, M.D.B.&M, being also known as Parcel 1 as shown on Map of Division into Large Parcels, for Johnson et al, Land Map No. 128, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on July 25, 1990, as File No. 1415467, Official Records (Pursuant to Assembly Bill No. A.B. 440, on October 1, 2005, said land is now located in Lyon County, State of Nevada).

I hereby petition the City of Fernley, Nevada to annex said property into the City of Fernley.

177 Fernley, LLC, a California limited liability company
505 Lomas Sante Fe Drive #230
Solana Beach, CA 92075

SEE ATTACHED SIGNATURE AND NOTARY

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 SAN DIEGO

On this 12th day of February, 2024, before me, W.STANLEY, Notary Public, personally appeared GREGORY P. LANSING who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

January 14, 2024

City of Fernley, Nevada
Planning Department
595 Silver Lave Boulevard
Fernley, NV 89408
Ph: (775) 784-9810

REQUEST FOR ANNEXATION – FERNLEY, NV – 177.7 ACRES - APN 021-581-08

Pursuant to the items as required for the request to annex said property into the City of Fernley, the information is as follows:

LOCATION OF PROPERTY

The subject property is located on the north side of Interstate 80 at Nevada Pacific Parkway interchange, contiguous to the City of Fernley boundary.

LOGICAL EXTENSION OF CITY LIMITS

Being that the subject property is contiguous to the current City of Fernley boundary makes it easy to wrap said property within the city limits. The 177.7 Acres is adjacent to our 155.06 acres APN: 021-581-07 that we are currently annexing on to the City of Fernley (ANX23001).

THE NEED FOR THE EXPANSION TO ACCOMMODATE PLANNED REGIONAL GROWTH WITHIN 7 YEARS

The future growth areas currently being seen are within the industrial zoned areas in and around Interstate 80 and Nevada Pacific Parkway. Mark IV Development and others have set the precedent with Victory Logistics, and we believe that our vision for future development within our said 155.06 and 177.7 acres will continue the trend for economic growth as a benefit to the City of Fernley.

UTILITIES - LOCATION OF WATER AND SEWER

Currently there is an existing water main that runs within or around the future Truck Inn Way alignment from Interstate 80 interchange at Flying J Truck Stop east to an existing water tank within our said 155.60 acres. The nearest existing sanitary sewer service is adjacent to the existing Flying Truck Stop to the west of said 155.60 and 177.7 acres.

ACCEPTED LEVEL OF SERVICE CAN BE PROVIDED

We currently have an existing oversize water main that passes through our said 155.60 acres APN 021-581-07 the level of domestic water can be provided. If not, we would propose a new water main in Truck Inn Way west to point of connection at Flying J Truck Stop. Furthermore, being that the proposed use is for a logistics center, the number of bathroom facilities needed for said buildings will be minimal. We would propose as an interim condition for commercial septic until such time as a gravity of force main sewer system is constructed west with the Truck Inn Way alignment west to tie in at the interchange by Flying J Truck Stop where existing sewer exists.

There is currently existing overhead power and telephone adjacent and with said 155.60 acres APN 021-581-07. We granted NV Energy a new overhead power transmission easement as an upgrade to the existing power / sub-station on the north side of Interstate 80. Furthermore, NV Energy is expanding the existing sub-station in conjunction with the future transmission line as proposed for future electrical service to the area.

CITY GOALS / POLICIES THAT WOULD BE MET BY U1E PROPOSED ANNEXATION

Pursuant to the Comprehensive Master Plan – Goals and Policies – Section 1.5, being that this proposed annexation for said 177.7 acres is for a proposed logistics center which will create jobs within the City of Fernley which will further support the need for affordable housing within the "CORE" area.

THE EFFICIENT AND COST-EFFECTIVE PROVISION OF SERVICE AREAS AND CAPITAL FACILITIES

If we are required to construct a new gravity or force main sewer system within Truck Inn Way from the existing sewer system at Flying J Truck Stop east to said 177.7 acres, we would work with the City of Fernley to design for future growth needs on the north side of interstate 80 to be serviced by said new sewer system.

FISCAL ANALYSIS REGARDING THE PROPOSED ANNEXATION DEMONSTRATING FISCALLY POSITIVE FOR 20 YEARS

Fiscal analysis is provided by EKAY Economics – Attached pursuant to our current annexation application (ANX23001) for APN 021-581-07 which is adjacent to our proposed annexation for said 177.7 acres APN 021-581-08.

ARE THERE ANY ADOPTED PLANS FOR THE PROPOSED ANNEXATION AREA

None that we are aware of at this time.

DOES ANNEXATION CREATE AN ISLAND

The proposed annexation of said 177.7 acres borders the City of Fenley's boundary to the south and east thus NO ISLAND is created by such annexation. The New City of Fernley boundary would wrap our said 155.60 acres APN 021-581-07 and proposed annexation for said 177.7 acres APN 021-581-08.

LIST OF ITEMS ATTACHED:

- a. Application / Letter of Authorization / Articles of Ownership
- b. Title Report
- c. Street / Vicinity Map
- d. Annexation / Boundary Map
- e. Survey Map / Legal Description – Wet Stamped by Professional Land Surveyor
- f. Conceptual Site Plan
- g. Fiscal Impact Analysis

Thank you for your consideration of our formal request to annex said 177.7 acres within the City of Fernley, Nevada.

Sincerely



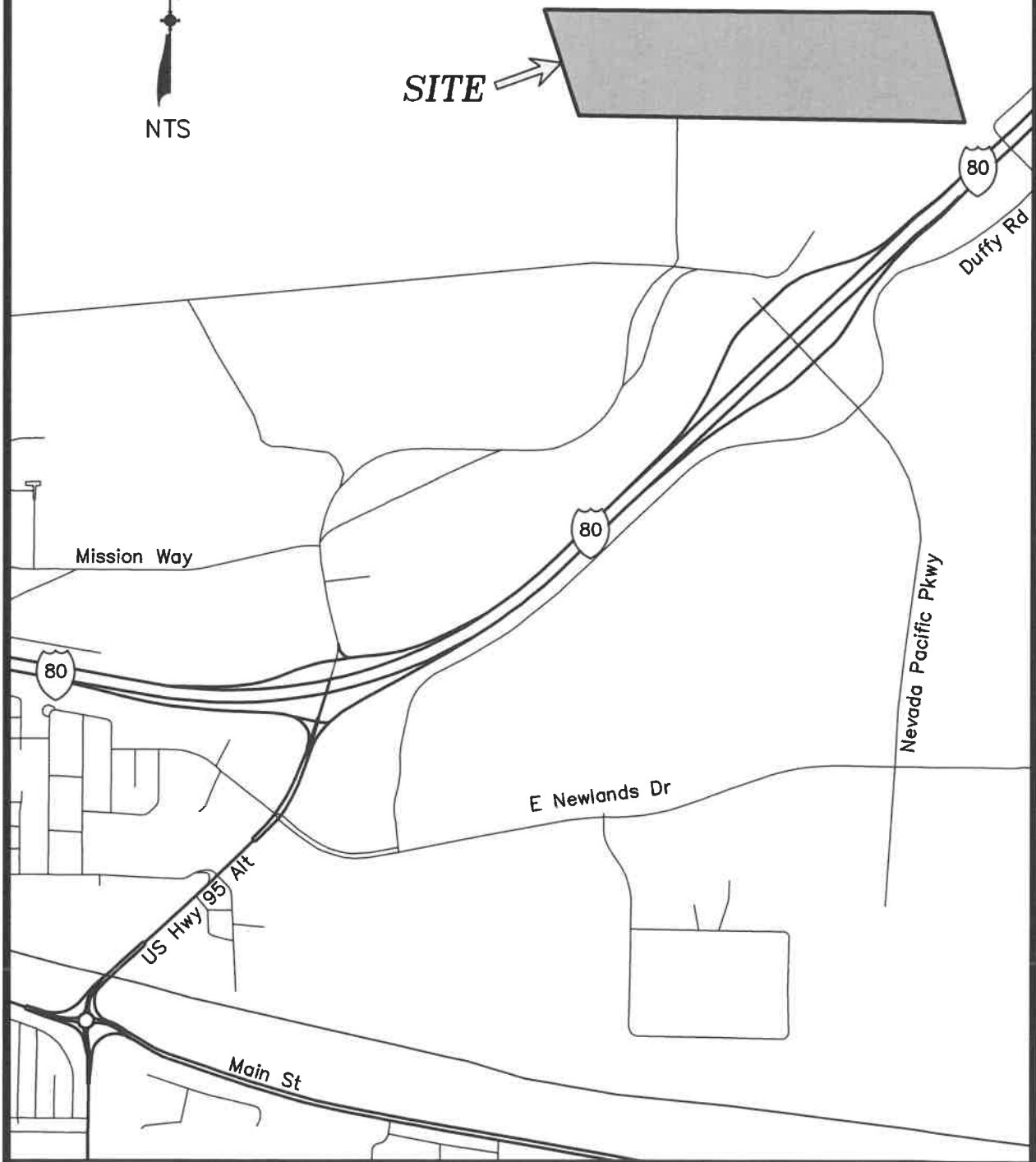
Will Roberts
VP of Land Acquisition & Development
LANSING COMPANIES – RENO, NV
5190 Neil Road, Suite 420
Reno, NV 89502
C (702) 305-8638
P (775) 800-1459
Email: wroberts@lansingcompanies.com

VICINITY MAP

NOT TO SCALE



SITE →



NEVADA PACIFIC INDUSTRIAL PARK

City of Fernley Fiscal Impact Analysis

JANUARY 16, 2024

Prepared by:



EKAY Economic Consultants, Inc.
Economics for the changing world

550 West Plumb Lane
Suite B459
Reno, NV 89509
(775) 232-7203
www.ekayconsultants.com

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EXECUTIVE SUMMARY

Ekey Economic Consultants, Inc. (EEC) of Reno, Nevada was retained to conduct a fiscal impact analysis of the 333-acre Nevada Pacific Industrial Park located north of I-80 and Nevada Pacific Parkway and proposed to be annexed to the City of Fernley, Nevada. Project details and findings of the fiscal impact analysis are summarized below.

Project Overview

- The project is expected to include six buildings totaling 3.5 million square feet of industrial space constructed on 333 acres.
- The project is expected to add 217,800 square feet of roads to the City of Fernley inventory, upon development.

Fiscal Impact Findings

- The project is estimated to generate a **\$11.6 million revenue surplus** (net fiscal impact) over the 20-year and **\$21.8 million** over the 40-year analysis periods for the City of Fernley's General Fund.
 - The project is estimated to generate \$13.8 million in revenue for the General Fund over the 20-year and \$27.7 million over the 40-year analysis periods. This includes property tax and building permit/planning fee revenue.
 - The project is estimated to generate \$1.1 in operating expenditures for the City's General Fund over the 20-year and \$2.2 million over the 40-year analysis periods. This includes expenditures for the Public Works and Building and Planning departments.
 - The project is also estimated to generate \$1.1 million in infrastructure replacement costs over the 20-year and \$3.7 million over the 40-year analysis periods.
- The project will have a **positive** fiscal impact on the City of Fernley.

DEVELOPMENT DESCRIPTION

The project will be constructed on 333 acres of land proposed to be annexed to the City of Fernley, Nevada. The project includes two parcels, APN 021-581-08 (177.7 acres) and APN 021-581-07 (155.6 acres). Upon completion, the project will deliver approximately 3.5 million square feet of industrial building space across six buildings, with construction expected to start in two years and continue over an 11-year buildout period. The fiscal impact analysis includes estimates of the impact of the project over this period, plus an additional twenty-nine years for a total analysis period of 40 years.

Detailed project information, including acres and building square feet developed by use type, by year, is shown in Appendix 1 at the end of this report.

METHODOLOGY

City of Fernley is working with a consulting company, Verdunity, to arrive at a methodology for estimating fiscal impacts of future projects on the City. A tool has been created for City staff to estimate fiscal impacts of projects based on project-related information provided by developers.

EEC was provided a copy of the “Development Fiscal Impact Analysis Tool Methodology and Instructions” report by Verdunity, dated July 2021. The report outlined much of the methodology and assumptions behind the City’s fiscal impact tool. EEC provided a number of questions to the City regarding this methodology, answers to which were not received prior to the due date of this report. As a result, findings of the fiscal impact analysis contained in this report, which are based on our understanding of Verdunity’s methodology, may need to be updated as additional information becomes available.

The following assumptions were made in this analysis:

1. In order to estimate the fiscal impact of the project on the City, the analysis assumes the project is successfully annexed to the City of Fernley, generating city-based revenues and expenditures.

2. Industrial land and improvement values for the project are unavailable at this early stage in the planning process. As a result, the analysis uses average taxable land and improvement values for nearby industrial uses in City of Fernley, as these provide the latest market information for similar products in the City. Detailed information for this assumption is shown in Appendix 1.
3. The Verdunity methodology covers all General Fund revenues and expenditures. However, it assumes non-residential developments only impact some of these sources. For this industrial development, EEC estimated revenues associated with property tax and building/planning fees only. Operating expenditures for only Public Works and Building and Planning services are included.
4. Additionally, the Verdunity methodology includes a discussion of the long-term impact of a project on infrastructure costs to replace and repair city streets. However, no actual cost for this estimate is provided in the Verdunity report. EEC uses street replacement costs for the City of Sparks of \$7 per square foot in 2018 dollars, inflated and rounded to a conservative \$8.50 per square foot for this analysis in 2023 dollars. City of Sparks street replacement occurs 20 years after road construction. As a result, two periods of total road replacement are included in the analysis to cover the 40-year analysis period.
5. The Verdunity report provides no discussion of inflation, as a result, no inflation adjustments have been made to any estimates over the 40-year analysis period.
6. Additional information for revenue and cost estimate methodology, sources of data, calculations, and findings is provided in the appendices attached to this report.

FINDINGS

Findings of the fiscal impact analysis are presented below using table and figure templates from the Verdunity report. Appendices 1-3 attached to this narrative include a detailed calculation of these revenues and expenditures by year and use type, as well as a detailed discussion of all methodology, data, and assumptions.

Table 1. Fiscal Impact Analysis Results

Non-Inflated Values	Buildout	10 Years	20 Years	30 Years	40 Years
Property Tax Revenue	\$ 5,780,009	\$ 5,084,819	\$ 12,036,726	\$ 18,988,634	\$ 25,940,542
One-Time Fee Revenue	1,770,996	1,721,417	1,770,996	1,770,996	1,770,996
Total Revenue	\$7,551,005	\$ 6,806,235	\$ 13,807,722	\$ 20,759,630	\$27,711,538
Commercial Expense	\$ 539,946	\$ 539,946	\$ 1,079,892	\$ 1,619,838	\$ 2,159,784
Savings for Streets	-	-	1,149,083	2,425,841	3,702,600
Total Costs	\$ 539,946	\$ 539,946	\$ 2,228,975	\$ 4,045,679	\$ 5,862,384
Net Fiscal Impact	\$7,011,059	\$ 6,266,289	\$ 11,578,748	\$ 16,713,951	\$21,849,154
<i>Per Acre-Revenue</i>	\$ 22,655	\$ 20,421	\$ 41,427	\$ 62,285	\$ 83,143
<i>Per Acre-Expense</i>	1,620	1,620	6,688	12,138	17,589
Per Acre-Net Impact	\$ 21,035	\$ 18,801	\$ 34,740	\$ 50,147	\$ 65,554

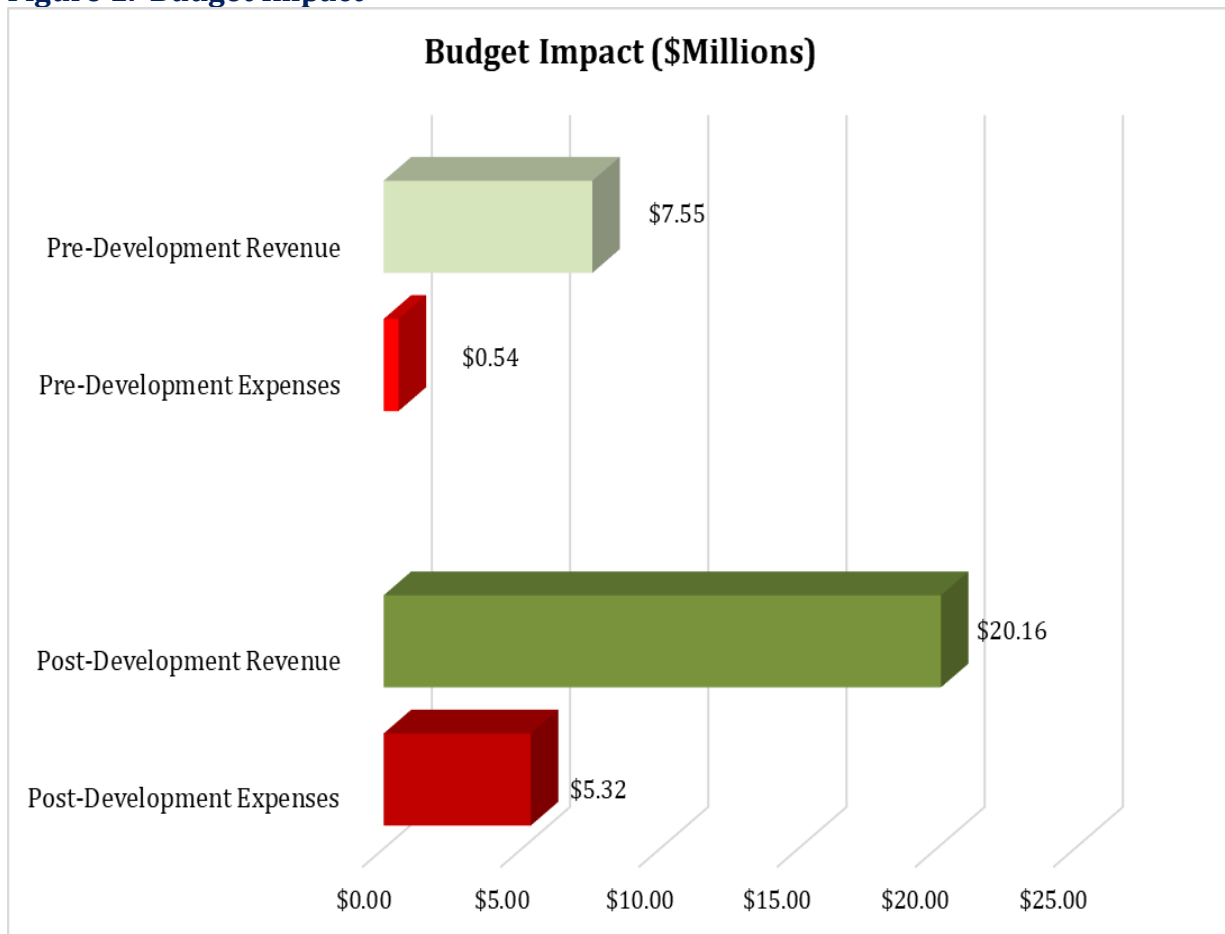
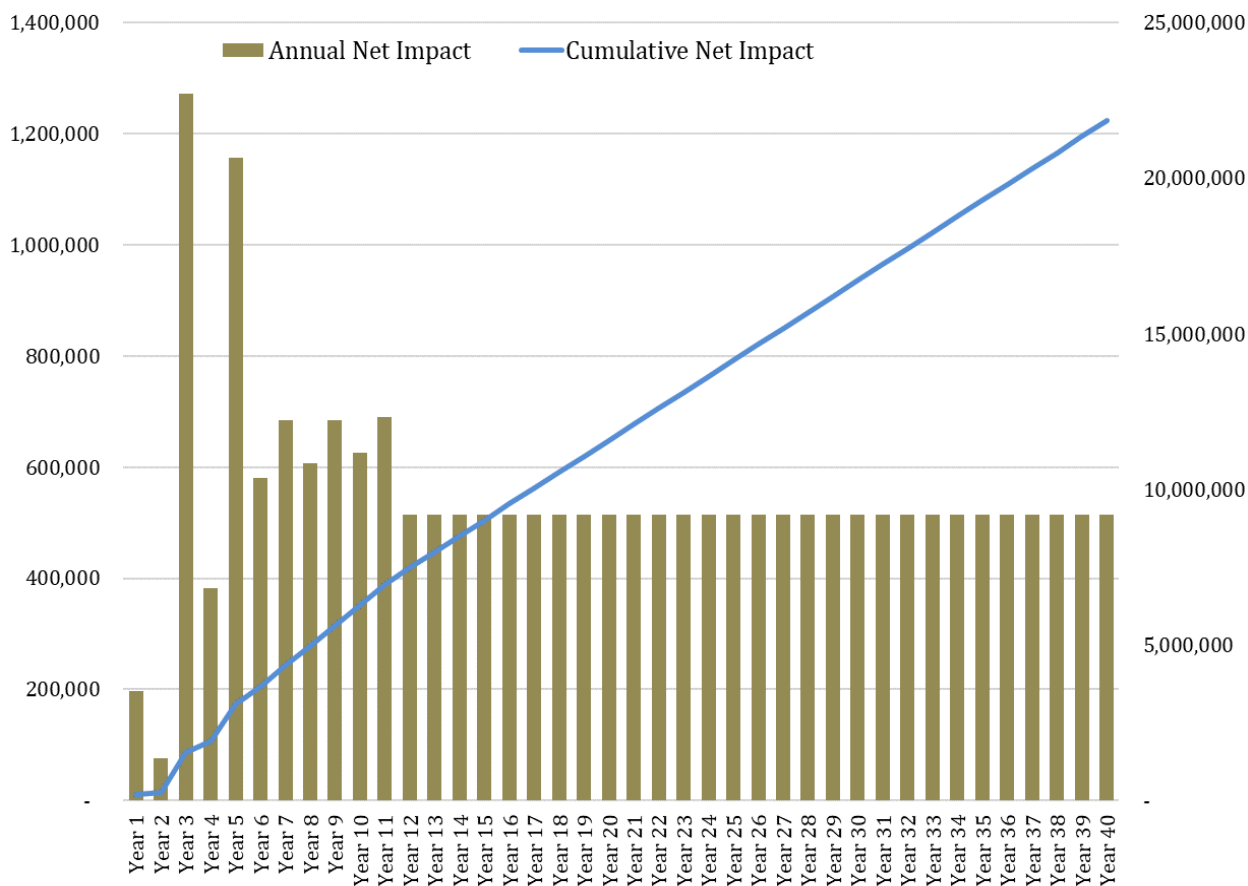
Figure 1. Budget Impact

Figure 2. Fiscal Impact Analysis Results



The project is estimated to generate a \$11.6 million revenue surplus (net fiscal impact) over the 20-year and \$21.8 million over the 40-year analysis periods for the City of Fernley's General Fund. This includes \$13.8 million in revenue for the General Fund over the 20-year and \$27.7 million over the 40-year analysis periods generated through property tax and building permit/planning fee revenues.

The project is estimated to generate \$1.1 million in operating expenditures for the General Fund over the 20-year and \$2.2 million over the 40-year analysis periods. This includes expenditures for the Public Works and Building and Planning departments. The project is also estimated to generate \$1.1 million in infrastructure replacement costs over the 20-year and \$3.7 million over the 40-year analysis periods.

The project will have a **positive** fiscal impact on the City of Fernley as project-related revenues significantly exceed project costs, including long-term infrastructure replacement costs.

LIMITING CONDITIONS & DISCLOSURES

In the preparation of this report, EEC asserts:

- The report is to be used in its entirety, and no part is to be used without the whole.
- In preparing this report, EEC relied on information provided by other individuals or found in previously existing records and/or documents. This information is assumed to be reliable. However, no warranty, either expressed or implied, is given by EEC for the accuracy of such information and EEC assumes no responsibility for information relied upon later found to have been inaccurate.
- EEC may amend this report in the event additional documents and/or other material discovered subsequent to the submission of this report and pertinent to the report and/or the conclusions contained herein are made available.
- EEC assumes no responsibility for economic, physical, or demographic factors, which may affect or alter the opinions of this report if said economic, physical, or demographic factors were not present or known as of the date of this report.
- Possession of this report, or a copy of this report, does not carry with it the right of publication. Without the consent of EEC, this report may not be used for any purpose by any person other than the party for whom this report was prepared.

APPENDICES

**APPENDIX 1
BUILDOUT ASSUMPTIONS**

<u>YEAR</u>	<u>USE TYPE</u>	<u>SQ.FT. ADDED</u>	<u># OF ACRES</u>	<u>ESTIMATED LAND VALUE</u>	<u>ESTIMATED IMPROV. VALUE</u>	<u>BUILD. PERMIT VALUATION</u>
Year 1	Building A	234,000			\$ 16,965,000	\$ 21,677,760
	Building B	-			-	-
	Building C	-			-	-
	Building D	-			-	-
	Building E	-			-	-
	Building F	-			-	-
Subtotal		234,000	333.30	\$ 38,519,770	16,965,000	21,677,760
Year 2	Building A	-			-	-
	Building B	-			-	-
	Building C	-			-	-
	Building D	-			-	-
	Building E	-			-	-
	Building F	-			-	-
Subtotal		-	-	-	-	-
Year 3	Building A	-			-	-
	Building B	1,792,000			129,920,000	166,010,880
	Building C	-			-	-
	Building D	-			-	-
	Building E	-			-	-
	Building F	-			-	-
Subtotal		1,792,000	-	-	129,920,000	166,010,880
Year 4	Building 1	-			-	-
	Building 2	-			-	-
	Building 3	-			-	-
	Building 4	-			-	-
	Building 5	-			-	-
	Building 6	-			-	-
Subtotal		-	-	-	-	-
Year 5	Building A	-			-	-
	Building B	-			-	-
	Building C	1,157,000			83,882,500	107,184,480
	Building D	-			-	-
	Building E	-			-	-
	Building F	-			-	-
Subtotal		1,157,000	-	-	83,882,500	107,184,480
Year 6	Building A	-			-	-
	Building B	-			-	-
	Building C	-			-	-
	Building D	-			-	-
	Building E	-			-	-
	Building F	-			-	-
Subtotal		-	-	-	-	-
Year 7	Building A	-			-	-
	Building B	-			-	-
	Building C	-			-	-
	Building D	149,500			10,838,750	13,849,680
	Building E	-			-	-
	Building F	-			-	-
Subtotal		149,500	-	-	10,838,750	13,849,680

**APPENDIX 1
BUILDOUT ASSUMPTIONS**

<u>YEAR</u>	<u>USE TYPE</u>	<u>SQ.FT. ADDED</u>	<u># OF ACRES</u>	<u>ESTIMATED LAND VALUE</u>	<u>ESTIMATED IMPROV. VALUE</u>	<u>BUILD. PERMIT VALUATION</u>
Year 8	Building A	-			-	-
	Building B	-			-	-
	Building C	-			-	-
	Building D	-			-	-
	Building E	-			-	-
	Building F	-			-	-
Subtotal		-	-	-	-	-
Year 9	Building A	-			-	-
	Building B	-			-	-
	Building C	-			-	-
	Building D	-			-	-
	Building E	112,000			8,120,000	10,375,680
	Building F	-			-	-
Subtotal		112,000	-	-	8,120,000	10,375,680
Year 10	Building A	-			-	-
	Building B	-			-	-
	Building C	-			-	-
	Building D	-			-	-
	Building E	-			-	-
	Building F	-			-	-
Subtotal		-	-	-	-	-
Year 11	Building A	-			-	-
	Building B	-			-	-
	Building C	-			-	-
	Building D	-			-	-
	Building E	-			-	-
	Building F	92,000			6,670,000	8,522,880
Subtotal		92,000	-	-	6,670,000	8,522,880
TOTAL		3,536,500	333.30	\$ 38,519,770	\$ 256,396,250	\$ 327,621,360

APPENDIX 1, ASSUMPTIONS:

1. The following information represents the Developer's best estimate and market data as of the date of this report:

<u>Building</u>	<u>Building Square Feet</u>	<u>Land Acres</u>
Building A	234,000	
Building B	1,792,000	
Building C	1,157,000	
Building D	149,500	
Building E	112,000	
Building F	92,000	
Total	3,536,500	333.3

Source: Buildout schedule and square footage data from Developer. Development acreage from Lyon County Assessor's Office website.

<u>Land Use</u>	<u>Land Use Code</u>	<u>Land Value/Acre</u>	<u>Improv. Value/Sq.Ft.</u>
Industrial	500/510	\$ 115,571	\$ 72.50

Land and improvement value information from actual taxable values for similar land uses in the City of Fernley, data from Lyon County Assessor's website for FY 2023-24. The analysis is conservative in not inflating these values over the analysis period.

2. Building Permit Valuation is estimated at **\$ 92.64** per square foot for industrial uses.
 Source: International Code Council, Building Valuation Data – August 2020 as posted on the City of Fernley Building Department Document Center. Data for Factory and Industrial, IIIA building type.

**APPENDIX 2
CITY OF FERNLEY
ESTIMATED GENERAL FUND REVENUE**

<u>YEAR</u>	<u>LAND USE</u>	<u>TOTAL TAXABLE VALUE</u>	<u>CUMULATIVE TOTAL TAX VALUE</u>	<u>BUILDING PERMIT VALUATION</u>	<u>REAL PROP. TAX REVENUE</u>	<u>BUILD. PERMIT & PLAN CHECK REVENUE</u>	<u>TOTAL REVENUE</u>
Year 1	Industrial	\$ 55,484,770	\$ 55,484,770	\$ 21,677,760	\$ 130,791	\$ 119,688	\$ 250,479
Year 2	Industrial	-	55,484,770	-	130,791	-	130,791
Year 3	Industrial	129,920,000	185,404,770	166,010,880	437,045	888,911	1,325,957
Year 4	Industrial	-	185,404,770	-	437,045	-	437,045
Year 5	Industrial	83,882,500	269,287,270	107,184,480	634,777	575,396	1,210,173
Year 6	Industrial	-	269,287,270	-	634,777	-	634,777
Year 7	Industrial	10,838,750	280,126,020	13,849,680	660,327	77,968	738,295
Year 8	Industrial	-	280,126,020	-	660,327	-	660,327
Year 9	Industrial	8,120,000	288,246,020	10,375,680	679,468	59,453	738,921
Year 10	Industrial	-	288,246,020	-	679,468	-	679,468
Year 11	Industrial	6,670,000	294,916,020	8,522,880	695,191	49,579	744,770
Year 12	Industrial	-	294,916,020	-	695,191	-	695,191
Year 13	Industrial	-	294,916,020	-	695,191	-	695,191
Year 14	Industrial	-	294,916,020	-	695,191	-	695,191
Year 15	Industrial	-	294,916,020	-	695,191	-	695,191
Year 16	Industrial	-	294,916,020	-	695,191	-	695,191
Year 17	Industrial	-	294,916,020	-	695,191	-	695,191
Year 18	Industrial	-	294,916,020	-	695,191	-	695,191
Year 19	Industrial	-	294,916,020	-	695,191	-	695,191
Year 20	Industrial	-	294,916,020	-	695,191	-	695,191
Year 21	Industrial	-	294,916,020	-	695,191	-	695,191
Year 22	Industrial	-	294,916,020	-	695,191	-	695,191
Year 23	Industrial	-	294,916,020	-	695,191	-	695,191
Year 24	Industrial	-	294,916,020	-	695,191	-	695,191
Year 25	Industrial	-	294,916,020	-	695,191	-	695,191
Year 26	Industrial	-	294,916,020	-	695,191	-	695,191
Year 27	Industrial	-	294,916,020	-	695,191	-	695,191
Year 28	Industrial	-	294,916,020	-	695,191	-	695,191

**APPENDIX 2
CITY OF FERNLEY
ESTIMATED GENERAL FUND REVENUE**

<u>YEAR</u>	<u>LAND USE</u>	<u>TOTAL TAXABLE VALUE</u>	<u>CUMULATIVE TOTAL TAX VALUE</u>	<u>BUILDING PERMIT VALUATION</u>	<u>REAL PROP. TAX REVENUE</u>	<u>BUILD. PERMIT & PLAN CHECK REVENUE</u>	<u>TOTAL REVENUE</u>
Year 29	Industrial	-	294,916,020	-	695,191	-	695,191
Year 30	Industrial	-	294,916,020	-	695,191	-	695,191
Year 31	Industrial	-	294,916,020	-	695,191	-	695,191
Year 32	Industrial	-	294,916,020	-	695,191	-	695,191
Year 33	Industrial	-	294,916,020	-	695,191	-	695,191
Year 34	Industrial	-	294,916,020	-	695,191	-	695,191
Year 35	Industrial	-	294,916,020	-	695,191	-	695,191
Year 36	Industrial	-	294,916,020	-	695,191	-	695,191
Year 37	Industrial	-	294,916,020	-	695,191	-	695,191
Year 38	Industrial	-	294,916,020	-	695,191	-	695,191
Year 39	Industrial	-	294,916,020	-	695,191	-	695,191
Year 40	Industrial	-	294,916,020	-	695,191	-	695,191
TOTAL		\$ 294,916,020		\$ 327,621,360	\$ 25,940,542	\$ 1,770,996	\$ 27,711,538

APPENDIX 2, ASSUMPTIONS:

1. Development taxable value and building permit valuation from Appendix 1.
2. City of Fernley FY 2022-23 property tax rate of **\$ 0.6735** is assumed to remain unchanged over the analysis period.
3. Property tax calculation: Taxable X 35% = Assessed Value; Assessed Value/100 X Tax Rate = Property Tax Revenue.
4. Analysis assumes a single building permit for each land use in each year. Building permit fee calculation is based on the following rate:

\$ 3,314.59	per first	\$ 500,000	plus	\$ 4.87	for each additional
\$1,000	of value.				
\$ 5,748.97	per first	\$ 1,000,000	plus	\$ 3.23	for each additional
\$1,000	of value.				

 Source: Building Permit Fee Schedule (BPFS), City of Fernley, June 3, 2020.
5. Plan Check fee revenue calculated at **65.0%** of building permit revenue.
Source: Building Permit Fee Schedule (BPFS), City of Fernley, June 3, 2020.

**APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED GENERAL FUND REVENUES AND EXPENDITURES**

<u>YEAR</u>	<u>LAND USE</u>	<u>CUMULATIVE # OF ACRES</u>	<u>ESTIMATED GEN. FUND REVENUE</u>	<u>ESTIMATED GEN. FUND COSTS</u>	<u>ROADS REPLACEMENT COSTS</u>	<u>ESTIMATED REVENUE SURPLUS</u>
Year 1	Industrial	333.30	\$ 250,479	\$ 53,995	\$ -	\$ 196,485
Year 2	Industrial	333.30	130,791	53,995	-	76,797
Year 3	Industrial	333.30	1,325,957	53,995	-	1,271,962
Year 4	Industrial	333.30	437,045	53,995	-	383,051
Year 5	Industrial	333.30	1,210,173	53,995	-	1,156,179
Year 6	Industrial	333.30	634,777	53,995	-	580,783
Year 7	Industrial	333.30	738,295	53,995	-	684,301
Year 8	Industrial	333.30	660,327	53,995	-	606,332
Year 9	Industrial	333.30	738,921	53,995	-	684,927
Year 10	Industrial	333.30	679,468	53,995	-	625,473
Year 11	Industrial	333.30	744,770	53,995	-	690,775
Year 12	Industrial	333.30	695,191	53,995	127,676	513,520
Year 13	Industrial	333.30	695,191	53,995	127,676	513,520
Year 14	Industrial	333.30	695,191	53,995	127,676	513,520
Year 15	Industrial	333.30	695,191	53,995	127,676	513,520
Year 16	Industrial	333.30	695,191	53,995	127,676	513,520
Year 17	Industrial	333.30	695,191	53,995	127,676	513,520
Year 18	Industrial	333.30	695,191	53,995	127,676	513,520
Year 19	Industrial	333.30	695,191	53,995	127,676	513,520
Year 20	Industrial	333.30	695,191	53,995	127,676	513,520
Year 21	Industrial	333.30	695,191	53,995	127,676	513,520
Year 22	Industrial	333.30	695,191	53,995	127,676	513,520
Year 23	Industrial	333.30	695,191	53,995	127,676	513,520
Year 24	Industrial	333.30	695,191	53,995	127,676	513,520
Year 25	Industrial	333.30	695,191	53,995	127,676	513,520
Year 26	Industrial	333.30	695,191	53,995	127,676	513,520
Year 27	Industrial	333.30	695,191	53,995	127,676	513,520
Year 28	Industrial	333.30	695,191	53,995	127,676	513,520

**APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED GENERAL FUND REVENUES AND EXPENDITURES**

<u>YEAR</u>	<u>LAND USE</u>	<u>CUMULATIVE # OF ACRES</u>	<u>ESTIMATED GEN. FUND REVENUE</u>	<u>ESTIMATED GEN. FUND COSTS</u>	<u>ROADS REPLACEMENT COSTS</u>	<u>ESTIMATED REVENUE SURPLUS</u>
Year 29	Industrial	333.30	695,191	53,995	127,676	513,520
Year 30	Industrial	333.30	695,191	53,995	127,676	513,520
Year 31	Industrial	333.30	695,191	53,995	127,676	513,520
Year 32	Industrial	333.30	695,191	53,995	127,676	513,520
Year 33	Industrial	333.30	695,191	53,995	127,676	513,520
Year 34	Industrial	333.30	695,191	53,995	127,676	513,520
Year 35	Industrial	333.30	695,191	53,995	127,676	513,520
Year 36	Industrial	333.30	695,191	53,995	127,676	513,520
Year 37	Industrial	333.30	695,191	53,995	127,676	513,520
Year 38	Industrial	333.30	695,191	53,995	127,676	513,520
Year 39	Industrial	333.30	695,191	53,995	127,676	513,520
Year 40	Industrial	333.30	695,191	53,995	127,676	513,520
TOTAL			\$ 27,711,538	\$ 2,159,784	\$ 3,702,600	\$ 21,849,154

APPENDIX 3, ASSUMPTIONS:

- Number of developed acres shown in Appendix 1.
- The project is estimated to add **217,800** square feet of roadways to the City's inventory.
Source: Project developers.
- Revenue estimated in Appendix 2.
- General Fund costs estimated at **\$ 162.00** per acre of developed space. Source: Development Fiscal Impact Analysis Tool Methodology and Instructions, Verdunity, July 2021. No inflation factors are included.
- Road maintenance costs, according to the Verdunity report, are included in above General Fund cost estimates. Costs for road replacement are not provided in Verdunity report and are estimated using City of Sparks costs of **\$ 8.50** per square foot occurring every 20 years. At the end of the 40-year analysis period, infrastructure replacement costs are estimated at **\$ 3,702,600**. Road Replacement Costs show total replacement cost divided by 29 years of analysis and shown in every year of the analysis following project buildout.
- Estimated Revenue Surplus=Estimated General Fund Revenue-Estimated General Fund Costs-Road Replacement Costs.