



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, May 1, 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 City of Fernley for The Community Resource and Response Center for 3.1 ERC's for Water and 12.5 ERC's for Sewer for Lyon County Parcel 021-103-56 located at 695 E. Main St. Fernley, NV 89408**
- 2.5. Possible action to authorize the execution of the water rights banking and dedication agreement with Betty Jackson under The Betty M. Jackson Trust Agreement, APN 021-071-03 TCID serial number 1008-4 in the amount of 112.005 acre feet.**
- 2.6. Possible action to authorize the execution of the water rights banking and dedication agreement with Demar Dahl, LLC, APN 021-101-15 TCID serial number 1020-6 in the amount of 7.92 acre feet.**
- 2.7. Possible action to authorize the execution of the water rights banking and dedication agreement with Theodore H. Davey & Marsha G. Davey, APN 020-353-26 TCID serial number 1054-1-H-1 in the amount of 5.22 acre feet.**
- 2.8. Possible Action to nominate Councilman Albert Torres as the Lyon County Local Emergency Planning Committee Elected Local Official representing Fernley.**
- 2.9. (Possible Action) to approve the liquor license for Family Dollar Inc # 30149.**

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

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

4. PROCLAMATIONS BY THE MAYOR

5. ORDINANCES

- 5.1. (For Possible Action) Introduction and First Reading of Bill #347, an Ordinance amending Title 32, Chapter 3, Section 090 (Modifications and Appeals) of the Fernley Development Code to create a process to waive certain development standards in certain parts of town to aid in development and redevelopment efforts, and other matters related thereto.**
- 5.2. (For Possible Action) Introduction and first reading of Bill # 349, regarding a proposed development code text amendment (CA24004) to Fernley Municipal Code §32.03.050(c) to extend the submission requirement for a temporary use permit from seven days prior to thirty days prior to the requested date of the start of the proposed temporary use.**

6. STAFF REPORTS

- 6.1. (For Possible Action) Discussion and Possible action to approve the agreement for the installation of public art during the Murals, Music & Margaritas Festival, and the allocation of \$ funds from the Arts and Culture budget.
- 6.2. (For Possible Action) Discussion and possible action to approve a lease for groundwater in the Brady Hot Springs basin with NVEnergy and other matters properly related thereto.
- 6.3. (For Possible Action) Discussion and Possible Action to approve the 2024 City of Fernley Compensation Plan
- 6.4. (For Possible Action) Possible action to approve new positions of Utility Director, Animal Services Program Manager, Planning Technician, and Associate Planner
- 6.5. (For Possible Action) Possible action to approve updated job descriptions and reclassifications

7. RESOLUTIONS

- 7.1. (For Possible Action) Consideration and Discussion of Resolution #24-008, a Resolution to establish the Capital Improvements Advisory Committee pursuant to NRS 278B.150, and other matters related thereto.
- 7.2. (For Possible Action) Discussion and possible action to adopt Resolution #24-010 accepting the roadways and infrastructure constructed for the Nevada Commerce Center Project.
- 7.3. (For Possible Action) Discussion and possible action to adopt Resolution 24-013 amending the City of Fernley Personnel Policy Manual.

8. PUBLIC HEARINGS

- 8.1. (For Possible Action) Discussion and possible action to approve 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.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: May 15th at 5pm

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ADAPCO, INC								
1751	ADAPCO, INC	136767	briquetts	04/18/2024	2,538.00		100-528-617 Supplies-Chemical	424
Total 1751:					2,538.00			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202403C-FMC-	Arturo Rodarte-Robles 23TR00423	03/18/2024	160.00	04/18/2024	100-425-330 PROF SERV-INTERPRETER	324
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202404A-FMC-	Spanish Oscar Castillo	04/08/2024	160.00	04/18/2024	100-425-330 PROF SERV-INTERPRETER	424
Total 8498:					320.00			
ALHAMBRA								
4688	ALHAMBRA	7661929041124	water service	04/11/2024	189.85	04/18/2024	510-810-614 Supplies-Plant/Shop/Maint	424
Total 4688:					189.85			
ALLDATA LLC								
8930	ALLDATA LLC	INVC04216787	Fleet Management Software	04/13/2024	51.66	04/18/2024	510-810-610 Automotive Supplies	424
8930	ALLDATA LLC	INVC04216787	Fleet Management Software	04/13/2024	51.65	04/18/2024	100-575-610 Automotive Supplies	424
8930	ALLDATA LLC	INVC04216787	Fleet Management Software	04/13/2024	51.66	04/18/2024	100-475-610 Automotive Supplies	424
8930	ALLDATA LLC	INVC04216787	Fleet Management Software	04/13/2024	51.66	04/18/2024	510-840-610 Automotive Supplies	424
8930	ALLDATA LLC	INVC04216787	Fleet Management Software	04/13/2024	51.66	04/18/2024	520-810-610 Supplies-Automotive	424
8930	ALLDATA LLC	INVC04216787	Fleet Management Software	04/13/2024	51.65	04/18/2024	100-528-610 Automotive Supplies	424
8930	ALLDATA LLC	INVC04216787	Fleet Management Software	04/13/2024	51.66	04/18/2024	100-480-610 AUTOMOTIVE SUPPLIES	424
Total 8930:					361.60			
ARAMARK								
1895	ARAMARK	5980189727	shirt contract	04/09/2024	53.32	04/18/2024	100-480-600 GENERAL SUPPLIES/TOOLS	424
1895	ARAMARK	5980189728	uniforms	04/09/2024	43.90	04/18/2024	100-475-616 Supplies-Safety	424
1895	ARAMARK	5980189729	pants service	04/09/2024	92.99	04/18/2024	510-810-614 Supplies-Plant/Shop/Maint	424
1895	ARAMARK	5980191630	PS rags and rugs	04/16/2024	116.77	04/18/2024	510-840-420 Contract Services	424
1895	ARAMARK	5980191636	shirt contract	04/16/2024	50.31	04/18/2024	100-480-600 GENERAL SUPPLIES/TOOLS	424
1895	ARAMARK	5980191637	shop mat service	04/16/2024	82.27	04/18/2024	520-810-614 Supplies-Plant/Shop/Maint	424
1895	ARAMARK	5980191638	uniforms	04/16/2024	43.90	04/18/2024	100-475-616 Supplies-Safety	424
1895	ARAMARK	5980191639	pants service	04/16/2024	92.99	04/18/2024	510-810-614 Supplies-Plant/Shop/Maint	424
1895	ARAMARK	5980191641	mats	04/16/2024	191.58	04/18/2024	100-475-614 Supplies-Plant/Shop/Maint	424

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 1895:					768.03			
ARC GENERATOR SERVICE, LLC								
8984	ARC GENERATOR SERVICE, LLC	1705	generator service contract	04/11/2024	3,000.00	04/18/2024	520-810-430 Service-Repair and Maintenance	424
8984	ARC GENERATOR SERVICE, LLC	1705	generator service contract	04/11/2024	2,200.00	04/18/2024	510-810-430 Repairs & Maintenance	424
Total 8984:					5,200.00			
AT&T								
13	AT&T	96145 APR 24	131 252-7192 857 4	04/02/2024	308.16	04/24/2024	100-417-530 Communications (Internet,Cell)	424
13	AT&T	96145 APR 24	131 252-8129 614 5	04/02/2024	230.00	04/24/2024	100-417-530 Communications (Internet,Cell)	424
Total 13:					538.16			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 APR 24	815519343 April-May 4 2024	04/04/2024	148.36	04/18/2024	100-417-530 Communications (Internet,Cell)	424
Total 448:					148.36			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	46100	batteries for street sweeper	04/11/2024	330.00	04/18/2024	100-475-430 Service-Repair and Maintenance	424
Total 8868:					330.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	19193/5	chains	04/09/2024	147.96	04/18/2024	100-475-600 General Supplies	424
20	BIG R OF FERNLEY	19196/5	irrigation	04/09/2024	120.86	04/18/2024	100-575-600 General Supplies	424
20	BIG R OF FERNLEY	19198/5	tape clamp chisell set	04/09/2024	48.91	04/18/2024	100-575-600 General Supplies	424
20	BIG R OF FERNLEY	19200/5	sockets	04/09/2024	19.95	04/18/2024	100-575-600 General Supplies	424
20	BIG R OF FERNLEY	19207/5	irrigation	04/10/2024	130.02	04/18/2024	100-575-600 General Supplies	424
20	BIG R OF FERNLEY	19211/5	ps shop supplies	04/11/2024	15.49	04/18/2024	510-840-614 Plant/Shop/Maint. Supplies	424
20	BIG R OF FERNLEY	19246/5	PS batteries	04/15/2024	21.98	04/18/2024	510-840-601 Office Supplies	424
20	BIG R OF FERNLEY	19247/5	irrigation	04/15/2024	17.94	04/18/2024	100-575-600 General Supplies	424
20	BIG R OF FERNLEY	19252/5	gloves	04/16/2024	16.95	04/18/2024	100-417-616 Supplies-Safety	424
20	BIG R OF FERNLEY	19254/5	pressure regulator and filter	04/16/2024	124.72	04/18/2024	100-575-600 General Supplies	424
20	BIG R OF FERNLEY	19260/5	PS locates marking paint	04/16/2024	22.98	04/18/2024	510-840-614 Plant/Shop/Maint. Supplies	424
20	BIG R OF FERNLEY	19274/5	irrigation	04/17/2024	91.52		100-575-600 General Supplies	424
20	BIG R OF FERNLEY	19284/5	fuel	04/18/2024	37.98		100-575-600 General Supplies	424
20	BIG R OF FERNLEY	19287/5	zinc pull	04/19/2024	9.18		100-575-600 General Supplies	424
20	BIG R OF FERNLEY	19306/5	Bug Repellent	04/22/2024	31.56		520-810-600 General Supplies	424
Total 20:					858.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	40424-3	City Eng Plaque	04/11/2024	37.54	04/18/2024	100-413-550 Printing and Postage	424
6970	BOB'S PRINTING AND SIGNAGE	40524-1	Field trip prep	04/11/2024	38.00	04/18/2024	100-414-550 Printing and Postage	424
Total 6970:					75.54			
CDM SMITH								
8576	CDM SMITH	90202677	Design services thru 3.30.2024	04/08/2024	47,590.63		510-166100 Construction In Progress	424
Total 8576:					47,590.63			
CFA, A BOWMAN COMPANY								
499	CFA, A BOWMAN COMPANY	426090	In town park design services	03/31/2024	13,081.00		230-575-730 Improve other than Buildings	324
Total 499:					13,081.00			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701040124	69701 Communications April 24 4/1-4/30/2024	04/01/2024	1,332.51	04/18/2024	100-417-530 Communications (Internet,Cell)	424
4479	CHARTER COMMUNICATIONS	175970201040124	97020 Communications April 24 4/1-4/30/2024	04/01/2024	382.51	04/18/2024	100-417-530 Communications (Internet,Cell)	424
Total 4479:					1,715.02			
CITY OF FERNLEY								
32	CITY OF FERNLEY	BP23-595	PN#2022.001.3 BUILDING PERMIT FEES FOR BP23-595	04/11/2024	146,426.90	04/18/2024	220-480-810 ARPA	424
Total 32:					146,426.90			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	15505	Geotechnical report for new treated water tank at WTP	04/04/2024	5,442.50	04/18/2024	510-166100 Construction In Progress	424
5587	CONSTRUCTION MATERIALS ENGINEERS	15510	Inspection services for nDOT water main relocation project	04/04/2024	2,377.50	04/18/2024	510-166100 Construction In Progress	424
5587	CONSTRUCTION MATERIALS ENGINEERS	15513	Villa Park water system replacement inspeciton services	04/04/2024	1,439.75	04/18/2024	100-475-730 Improve other than Buildings	424
5587	CONSTRUCTION MATERIALS ENGINEERS	15513	Villa Park sewer main replacement project inspection services	04/04/2024	775.25	04/18/2024	520-166100 Construction In Progress	424
Total 5587:					10,035.00			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	PR#1 CRRC	CRRC Phase 1 Construction	03/21/2024	382,917.02		220-480-810 ARPA	324
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	PR#2 CRRC	CRRC svc thru 3.31.2024	03/31/2024	50,483.98		220-480-810 ARPA	324
Total 8916:					433,401.00			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	143617	CRRC Services Mar 1 Mar 31 2024	03/31/2024	23,335.00		220-480-810 ARPA	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8889:					23,335.00			
DOWL, LLC								
8931	DOWL, LLC	14	Survey Services	04/05/2024	555.00		100-610-399 Prof & Tech Fees-Misc	424
8931	DOWL, LLC	7363.30292.01-5	On call GIS support services	04/05/2024	566.25	04/18/2024	100-575-320 Prof Serv-Engineering	424
8931	DOWL, LLC	7363.30292.01-5	On call GIS support services	04/05/2024	566.25	04/18/2024	100-475-320 Prof Serv-Engineering	424
8931	DOWL, LLC	7363.30292.01-5	On call GIS support services	04/05/2024	566.25	04/18/2024	510-810-320 Prof Serv-Engineering	424
8931	DOWL, LLC	7363.30292.01-5	On call GIS support services	04/05/2024	566.25	04/18/2024	100-417-320 PROF SEV-ENGINEERING	424
8931	DOWL, LLC	7363.30292.01-5	On call GIS support services	04/05/2024	566.25	04/18/2024	520-810-320 Prof Serv-Engineering	424
8931	DOWL, LLC	7382.30332.01	Survey Services	04/05/2024	630.00		100-610-399 Prof & Tech Fees-Misc	424
Total 8931:					4,016.25			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	04/2024	REIMB FOR CITIZENS ACADEMY SUPPLIES 4/18/24	04/18/2024	14.99		100-413-600 General Supplies	424
8639	EMPLOYEES, CITY OF FERNLEY	3555	REIMB FOR TREATS FOR FES FIELD TRIP	04/22/2024	23.12		100-415-600 General Supplies	424
Total 8639:					38.11			
FOR THE RECORD								
8936	FOR THE RECORD	6822-000	FTR Recorder	03/07/2024	488.00	04/18/2024	100-425-322 Prof Serv-Other	324
Total 8936:					488.00			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	642763057	Communications April 24	04/01/2024	210.94	04/18/2024	100-417-530 Communications (Internet,Cell)	424
Total 8838:					210.94			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	53755	EVAC FOR SHOP	04/17/2024	192.42	04/18/2024	100-480-600 GENERAL SUPPLIES/TOOLS	424
Total 8987:					192.42			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111837	Misc. Service Labor	04/04/2024	145.00	04/18/2024	100-605-322 Prof Serv-Other	424
70	HANNEMAN SERVICE	111838	Misc. Service Labor	04/04/2024	145.00	04/18/2024	100-605-322 Prof Serv-Other	424
70	HANNEMAN SERVICE	13855	White Ford Explorer NV 997-XFX 805 Sunny Lane	04/04/2024	55.00	04/18/2024	100-605-322 Prof Serv-Other	424
70	HANNEMAN SERVICE	13856	Gray Hyundai Santa Fe NV 155-426 797 E Street	04/04/2024	55.00	04/18/2024	100-605-322 Prof Serv-Other	424
Total 70:					400.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
IBEW Local 1245									
83	IBEW Local 1245	APR 2024-2	UNION DUES, ONE HALF OF MONTH	04/19/2024	869.78	04/19/2024	100-219900	OTHER PAYROLL PAYABLES	424
Total 83:					869.78				
INTERNAL REVENUE SERVICE									
7879	INTERNAL REVENUE SERVICE	APR 2024-2	FICA TAX PAYABLE, PAYROLL	04/17/2024	218.92	04/19/2024	100-211000	FICA PAYABLE	424
7879	INTERNAL REVENUE SERVICE	APR 2024-2	MED TAX PAYABLE, PAYROLL	04/17/2024	6,106.02	04/19/2024	100-211000	FICA PAYABLE	424
7879	INTERNAL REVENUE SERVICE	APR 2024-2	W/HOLD TAX PAYABLE, PAYROLL	04/17/2024	20,394.85	04/19/2024	100-212000	FEDERAL WITHHOLDING PAYAB	424
Total 7879:					26,719.79				
JOHNSON CONTROLS FIRE PROTECTION LP									
8667	JOHNSON CONTROLS FIRE PROTECTION LP	24070398	contract services	04/04/2024	454.00	04/18/2024	100-417-420	Contract Services	424
8667	JOHNSON CONTROLS FIRE PROTECTION LP	24071489	PS fire suppression gas test	04/05/2024	500.50	04/18/2024	510-840-420	Contract Services	424
Total 8667:					954.50				
JUB ENGINEERS, INC									
8846	JUB ENGINEERS, INC	171068	NDOT overpass water main relocation engineering services	04/02/2024	792.00	04/18/2024	510-166100	Construction In Progress	424
Total 8846:					792.00				
KIMLEY-HORN AND ASSOCIATES, INC.									
8715	KIMLEY-HORN AND ASSOCIATES, INC.	27627451	SW Fernley Area Plan	03/31/2024	5,006.75		100-610-322	Prof Serv-Other	324
Total 8715:					5,006.75				
LEMONS, GRUNDY & EISENBERG									
8835	LEMONS, GRUNDY & EISENBERG	6	HR Outside legal	09/12/2022	320.00	04/18/2024	100-414-310	Prof Serv-Legal	424
Total 8835:					320.00				
LOWES CREDIT SERVICES									
7650	LOWES CREDIT SERVICES	72205	General Supplies	04/17/2024	51.25	04/18/2024	520-810-600	General Supplies	424
7650	LOWES CREDIT SERVICES	73514	asphalt	04/18/2024	1,754.13		100-475-600	General Supplies	424
7650	LOWES CREDIT SERVICES	73658	wood and kilz knife	04/18/2024	177.81		100-575-600	General Supplies	424
7650	LOWES CREDIT SERVICES	74160	key cabinet misc.	04/18/2024	59.98		100-475-600	General Supplies	424
7650	LOWES CREDIT SERVICES	74380	2x12 boards and screws	04/18/2024	79.53		520-810-614	Supplies-Plant/Shop/Maint	424
7650	LOWES CREDIT SERVICES	75521	irrigation washers misc.	04/04/2024	60.45	04/18/2024	100-575-600	General Supplies	424
7650	LOWES CREDIT SERVICES	86045	PS Portable Lighting	04/10/2024	369.43	04/18/2024	510-810-614	Supplies-Plant/Shop/Maint	424
7650	LOWES CREDIT SERVICES	97298	pipe and glue	04/15/2024	80.09	04/18/2024	100-475-600	General Supplies	424
7650	LOWES CREDIT SERVICES	983979	roofing material	03/06/2024	102.36		100-575-600	General Supplies	324
7650	LOWES CREDIT SERVICES	99095	Marking Paint	04/16/2024	56.88	04/18/2024	520-810-600	General Supplies	424

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	99379	misc tools	04/16/2024	69.27		100-575-600 General Supplies	424
7650	LOWES CREDIT SERVICES	996058-mtkwyq	new shovels and supplies for service truck	03/29/2024	357.07		510-810-614 Supplies-Plant/Shop/Maint	324
Total 7650:					3,218.25			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	122087	FY 23/24 Pavement maintenance project engineering service	04/02/2024	7,080.03	04/18/2024	100-475-430 Service-Repair and Maintenance	424
370	LUMOS & ASSOCIATES INC	122252	WWTP Preliminary Engineering Report	04/11/2024	11,859.00		520-810-320 Prof Serv-Engineering	424
Total 370:					18,939.03			
LYON COUNTY								
1126	LYON COUNTY	MAY 2024	PUBLIC DEFENDER - MAY 2024	05/01/2024	10,000.00	04/18/2024	100-413-322 Prof Serv-Other	524
Total 1126:					10,000.00			
LYON COUNTY HUMAN SERVICES								
3266	LYON COUNTY HUMAN SERVICES	FEARPA2024-03	Reimb ARPA exp Mar 2024	03/31/2024	3,915.24	04/18/2024	220-480-810 ARPA	324
Total 3266:					3,915.24			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	APRIL 24	MUNICIPAL COURT JUDGE	04/30/2024	3,750.00	04/18/2024	100-425-322 Prof Serv-Other	424
Total 8042:					3,750.00			
MME - MUNICIPAL MAINTENANCE EQUIP								
6635	MME - MUNICIPAL MAINTENANCE EQUIP	21322	hose for W/D VAC-CON	04/16/2024	349.19	04/18/2024	510-810-430 Repairs & Maintenance	424
Total 6635:					349.19			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	408521	SWITCH FOR VECTOR	04/12/2024	72.79	04/18/2024	100-528-610 Automotive Supplies	424
58	NAPA AUTO & TRUCK PARTS	409074	Loves SCADA battery replacement	04/22/2024	122.69		520-810-429 Contract Services-SCADA	424
Total 58:					195.48			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	MAR 24	NVRWA; REG FOR J. KELLEY 2 DAY CONFERENCE	03/31/2024	415.00	04/10/2024	510-810-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; DUST COLLECTOR HOSE & REDUCER, FLEX C	03/31/2024	57.27	04/10/2024	100-575-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	RUBBERSTAMPS.NET; APPROVAL & DATE STAMPS BLDG	03/31/2024	344.86	04/10/2024	100-605-605 Minor Equipment	324
8649	NSB - BANKCARD CENTER	MAR 24	APWA; PUBLIC WORKS POSTERS	03/31/2024	44.16	04/10/2024	100-575-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	MARRIOT MARQUIS; HOTEL FOR NLC CONF. 3/10/24 WA	03/31/2024	1,586.20	04/10/2024	100-412-650 Community Support	324
8649	NSB - BANKCARD CENTER	MAR 24	GRAND SIERRA; BOARD MTG/TRNG CM	03/31/2024	52.73	04/10/2024	100-413-580 Training	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES ENG	03/31/2024	12.71	04/10/2024	100-417-601 OFFICE SUPPLIES	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; KEYBOARD UT	03/31/2024	34.99	04/10/2024	520-810-601 Office Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	NNDA; BUSINESS EDGE 4/24 COUNCILWOMAN MCKAY	03/31/2024	50.00	04/10/2024	100-412-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	WIGWAM; LUNCH MTG WARD 5	03/31/2024	25.17	04/10/2024	100-413-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	SOUTHWEST AIRLINES; TO FL FOR GFOA TRNG J. CARRI	03/31/2024	819.46	04/10/2024	100-415-582 Travel	324
8649	NSB - BANKCARD CENTER	MAR 24	HOLIDAY INN; HOTEL FOR J. MOTSINGER TRAINING BLD	03/31/2024	808.31	04/10/2024	100-605-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES FIN	03/31/2024	106.94	04/10/2024	100-415-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	FLAG STORE; EVENT FLAGS COUNCIL CHAMBER	03/31/2024	122.34	04/10/2024	100-417-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES ENG	03/31/2024	31.78	04/10/2024	100-529-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	INPRINTNOW.COM; FIELD TRIP SUPPLIES BLDG	03/31/2024	296.86	04/10/2024	100-605-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	CBI CLEVERBRIDGE.NET; GEN SUPPLIES RECOVER KEY	03/31/2024	38.93	04/10/2024	100-418-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	ZOOM; CMO MONTHLY SUBSCRIPTION	03/31/2024	140.00	04/10/2024	100-418-342 Tech Services-Other	324
8649	NSB - BANKCARD CENTER	MAR 24	AMERICAN PLANNING; NATIONAL PLANNING CONF. S. L	03/31/2024	400.00	04/10/2024	100-610-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	RALEY'S; ALL HANDS SUPPLIES	03/31/2024	45.84	04/10/2024	100-412-586 Employee Recognition	324
8649	NSB - BANKCARD CENTER	MAR 24	FRED PRYOR; DEALING W/DIFFICULT PEOPLE SEMINAR	03/31/2024	74.50	04/10/2024	100-575-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	NNDA; BUSINESS EDGE 4/24 CM	03/31/2024	50.00	04/10/2024	100-413-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	AMERICAN PLANNING; MEMBERSHIP L. WARNER	03/31/2024	81.00	04/10/2024	100-610-581 Dues and Memberships	324
8649	NSB - BANKCARD CENTER	MAR 24	RALEY'S; ALL HANDS SUPPLIES	03/31/2024	39.95	04/10/2024	100-412-586 Employee Recognition	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; NETGEAR 4G LTE MODEM PW	03/31/2024	136.98	04/10/2024	510-840-530 Communications	324
8649	NSB - BANKCARD CENTER	MAR 24	APWA; PUBLIC WORKS POSTERS	03/31/2024	44.16	04/10/2024	100-475-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; BOOKS CCO	03/31/2024	46.64	04/10/2024	100-416-640 Books and Periodicals	324
8649	NSB - BANKCARD CENTER	MAR 24	WNDD.ORG; SUMMIT L. ALTICK 3/25/24-3/26/24	03/31/2024	75.00	04/10/2024	100-413-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	APWA; PUBLIC WORKS POSTERS	03/31/2024	44.16	04/10/2024	100-480-600 GENERAL SUPPLIES/TOOLS	324
8649	NSB - BANKCARD CENTER	MAR 24	APWA; PUBLIC WORKS POSTERS	03/31/2024	44.20	04/10/2024	510-810-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES ENG	03/31/2024	25.43	04/10/2024	510-810-601 Office Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES ENG	03/31/2024	12.71	04/10/2024	100-575-601 Office Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	NNDA; BUSINESS EDGE 4/24 MAYOR	03/31/2024	50.00	04/10/2024	100-412-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES UT	03/31/2024	63.42	04/10/2024	520-810-601 Office Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES ENG	03/31/2024	25.43	04/10/2024	100-475-601 Supplies-Office	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; KEYBOARD UT	03/31/2024	35.00	04/10/2024	510-810-601 Office Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	FRED PRYOR; DEALING W/DIFFICULT PEOPLE SEMINAR	03/31/2024	74.50	04/10/2024	510-840-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	GUADALAJARA GRILL; BUDGET MTG CM/TREASURER	03/31/2024	46.98	04/10/2024	100-413-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	STAMPLI; FEB 2024	03/31/2024	1,034.00	04/10/2024	100-418-342 Tech Services-Other	324
8649	NSB - BANKCARD CENTER	MAR 24	FRED PRYOR; DEALING W/DIFFICULT PEOPLE SEMINAR	03/31/2024	74.50	04/10/2024	100-475-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	RALEY'S; CITIZENS ACADEMY SUPPLIES	03/31/2024	50.86	04/10/2024	100-413-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	BLACK BEAR DINER; NLCFD LUNCH MTG	03/31/2024	45.35	04/10/2024	100-413-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	GRAND SIERRA; HOTEL ROOM POOL PACT TRNG CM	03/31/2024	85.88	04/10/2024	100-413-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES FIN	03/31/2024	8.49	04/10/2024	100-415-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	ZOOM; FMC SUBSCRIPTION MAR-APR	03/31/2024	100.00	04/10/2024	100-425-322 Prof Serv-Other	324
8649	NSB - BANKCARD CENTER	MAR 24	APWA; PUBLIC WORKS POSTERS	03/31/2024	44.16	04/10/2024	520-810-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; ADAPTER CABLE CCO	03/31/2024	3.99	04/10/2024	100-416-605 Minor Equipment	324
8649	NSB - BANKCARD CENTER	MAR 24	ORIENTAL TRADING CO; FIELD TRIP SUPPLIES CCO	03/31/2024	48.18	04/10/2024	100-416-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	NNDA; BUSINESS EDGE 4/24 COUNCILMAN LAU	03/31/2024	50.00	04/10/2024	100-412-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	AMERICAN PLANNING; NATIONAL PLANNING CONF. L. W	03/31/2024	400.00	04/10/2024	100-610-580 Training	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	MAR 24	AMERICAN PLANNING; APA PASSPORT ACCESS L. WARN	03/31/2024	180.00	04/10/2024	100-610-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES ENG	03/31/2024	12.71	04/10/2024	520-810-601 Office Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	NNDA; BUSINESS EDGE 4/24 COUNCILMAN TORRES	03/31/2024	50.00	04/10/2024	100-412-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES FIN	03/31/2024	14.99	04/10/2024	100-415-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	SOUTHWEST AIRLINES; TO FL FOR GFOA TRNG R. CARS	03/31/2024	805.47	04/10/2024	100-415-582 Travel	324
8649	NSB - BANKCARD CENTER	MAR 24	WNDD.ORG; SUMMIT C. KASTEN 3/26/24	03/31/2024	75.00	04/10/2024	100-413-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	APWA; PUBLIC WORKS POSTERS	03/31/2024	44.16	04/10/2024	100-417-600 General Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	AMERICAN PLANNING; APA MEMBERSHIP L. WARNER	03/31/2024	20.00	04/10/2024	100-610-581 Dues and Memberships	324
8649	NSB - BANKCARD CENTER	MAR 24	ZOOM; FMC SUBSCRIPTION	03/31/2024	100.00	04/10/2024	100-425-322 Prof Serv-Other	324
8649	NSB - BANKCARD CENTER	MAR 24	FRED PRYOR; DEALING W/DIFFICULT PEOPLE SEMINAR	03/31/2024	74.50	04/10/2024	520-810-580 Training	324
8649	NSB - BANKCARD CENTER	MAR 24	SPECTRUM; 355 COTTONWOOD LN	03/31/2024	129.98	04/10/2024	100-417-530 Communications (Internet,Cell)	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES UT	03/31/2024	63.43	04/10/2024	510-810-601 Office Supplies	324
8649	NSB - BANKCARD CENTER	MAR 24	AMAZON; FIELD TRIP SUPPLIES ENG	03/31/2024	6.36	04/10/2024	510-840-601 Office Supplies	324
Total 8649:					9,925.62			
NUTRIEN AG SOLUTIONS								
3033	NUTRIEN AG SOLUTIONS	53797346	weed chemicals	04/18/2024	840.00		100-575-617 Supplies-Chemical	424
Total 3033:					840.00			
NV ENERGY								
167	NV ENERGY	13050 APR 24	48768103613050 ACH	04/09/2024	2,009.04	04/25/2024	100-417-622 Electricity	424
167	NV ENERGY	14319 APR 24	34596405214319 ACH	04/07/2024	114.46	04/25/2024	100-575-622 Electricity	424
167	NV ENERGY	34991 APR 24	34596407734991 ACH	04/10/2024	33.92	04/26/2024	510-810-622 Electricity	424
167	NV ENERGY	37594 APR 24	80865904937594 ACH	04/10/2024	33.92	04/26/2024	100-475-622 Electricity	424
167	NV ENERGY	41110 APR 24	82190403641110 ACH	04/05/2024	39.33	04/23/2024	520-810-622 Electricity	424
167	NV ENERGY	65197 APR 24	34596407565197 ACH	04/09/2024	33.92	04/25/2024	510-810-622 Electricity	424
167	NV ENERGY	67463 APR 24	34596404867463 ACH	04/10/2024	156.57	04/26/2024	100-575-622 Electricity	424
167	NV ENERGY	68387 APR 24	345964082-68387	04/10/2024	33.92	04/26/2024	100-475-622 Electricity	424
167	NV ENERGY	84389 APR 24	34596503684389 ACH	04/09/2024	223.19	04/25/2024	100-417-622 Electricity	424
167	NV ENERGY	98954 APR 24	82190405098954 ACH	04/05/2024	3,927.19	04/23/2024	520-810-622 Electricity	424
Total 167:					6,605.46			
OFFICE DEPOT								
133	OFFICE DEPOT	361062726001	Office Supplies- tape dispenser	04/03/2024	15.69		100-610-601 Office Supplies	424
133	OFFICE DEPOT	361065430001	Kids Field Trip Stuff	04/02/2024	45.98		100-610-550 Printing and Postage	424
133	OFFICE DEPOT	361584673001	Copy Paper	04/04/2024	304.48	04/18/2024	100-425-600 General Supplies	424
133	OFFICE DEPOT	362539588001	Office Supplies- toner	04/16/2024	91.50		100-610-601 Office Supplies	424
133	OFFICE DEPOT	362541434001	Office Supplies-pens	04/16/2024	8.30		100-610-601 Office Supplies	424
133	OFFICE DEPOT	362541436001	Office Supplies- toner	04/16/2024	96.76		100-610-601 Office Supplies	424
133	OFFICE DEPOT	362811763001	PW binders, pens & batteries	04/09/2024	5.27	04/18/2024	520-810-601 Office Supplies	424
133	OFFICE DEPOT	362811763001	PW binders, pens & batteries	04/09/2024	5.26	04/18/2024	100-417-601 OFFICE SUPPLIES	424

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	362811763001	PW binders, pens & batteries	04/09/2024	5.27	04/18/2024	510-810-601 Office Supplies	424
133	OFFICE DEPOT	362811763001	PW binders, pens & batteries	04/09/2024	5.27	04/18/2024	100-475-601 Supplies-Office	424
133	OFFICE DEPOT	362811763001	PW binders, pens & batteries	04/09/2024	5.26	04/18/2024	510-840-601 Office Supplies	424
133	OFFICE DEPOT	362811763001	PW binders, pens & batteries	04/09/2024	5.26	04/18/2024	100-575-601 Office Supplies	424
133	OFFICE DEPOT	362813049001	PW Toner	04/09/2024	124.67	04/18/2024	100-475-601 Supplies-Office	424
133	OFFICE DEPOT	362813049001	PW Toner	04/09/2024	49.87	04/18/2024	510-840-601 Office Supplies	424
133	OFFICE DEPOT	362813049001	PW Toner	04/09/2024	74.80	04/18/2024	100-575-601 Office Supplies	424
133	OFFICE DEPOT	362813049001	PW Toner	04/09/2024	99.74	04/18/2024	510-810-601 Office Supplies	424
133	OFFICE DEPOT	362813049001	PW Toner	04/09/2024	99.74	04/18/2024	520-810-601 Office Supplies	424
133	OFFICE DEPOT	362813049001	PW Toner	04/09/2024	49.87	04/18/2024	100-417-601 OFFICE SUPPLIES	424
Total 133:					1,092.99			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-293593	compression tester	04/11/2024	149.99	04/18/2024	100-480-610 AUTOMOTIVE SUPPLIES	424
6230	O'REILLY AUTO PARTS	3599-294471	BRAKE PADS FOR 2008	04/17/2024	60.16	04/18/2024	520-810-610 Supplies-Automotive	424
Total 6230:					210.15			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5203704	Shred Bin	04/03/2024	16.50	04/18/2024	100-425-322 Prof Serv-Other	424
Total 8876:					16.50			
PK ELECTRICAL, INC.								
8719	PK ELECTRICAL, INC.	2320703	Camille Lift Station Generator design services	04/04/2024	810.00	04/18/2024	520-166100 Construction In Progress	424
Total 8719:					810.00			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	MAR 2024	#621 RETIREMENT CONTRIBUTIONS	03/31/2024	142,500.49	04/12/2024	100-216000 RETIREMENT PAYABLE	324
Total 144:					142,500.49			
QUALITY MOBILE DETAILING								
8740	QUALITY MOBILE DETAILING	1924	Detailing of all three vehicles in the building department	04/18/2024	735.00		100-605-610 Automotive Supplies	424
Total 8740:					735.00			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	6316851	Public Hearing Notice	03/31/2024	284.52		100-610-540 Advertising	324
Total 152:					284.52			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
RENOWN HEALTH								
190	RENOWN HEALTH	2776631	MRN 3087960 K Gosser	04/08/2024	50.00	04/18/2024	510-810-322 Prof Serv-Other	424
Total 190:					50.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	24-0277	Villa Park water main replacement engineeiring invoices	03/31/2024	6,072.50	04/18/2024	510-166100 Construction In Progress	324
Total 8602:					6,072.50			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	24040577	ARMORED SERVICES- WATER	04/08/2024	202.97	04/18/2024	510-810-342 Tech Services-Other	424
8629	SECTRAN SECURITY, INC.	24040577	ARMORED SERVICES- GF	04/08/2024	202.97	04/18/2024	100-415-322 Prof Serv-Other	424
8629	SECTRAN SECURITY, INC.	24040577	ARMORED SERVICES- SEWER	04/08/2024	202.97	04/18/2024	520-810-342 Tech Services-Other	424
Total 8629:					608.91			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	240397	E-Ones	04/16/2024	7,833.88		520-810-615 E-One R & M	424
Total 6530:					7,833.88			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN313882	WWTP Monitoring Well Samples	04/19/2024	665.00		520-810-423 Contract Services-ANALYTICAL	424
7856	SILVER STATE ANALYTICAL LABORATORIES	RN313910	PS lab sample	04/19/2024	18.00		510-840-423 Contract Services-ANALYTICAL	424
7856	SILVER STATE ANALYTICAL LABORATORIES	RN313973	2nd round of monthly samples	04/22/2024	264.00		510-810-423 Contract Services-ANALYTICAL	424
Total 7856:					947.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	34678	paint misc.	04/08/2024	724.37	04/18/2024	100-475-615 Supplies-Signs and Striping	424
170	SILVER STATE BARRICADE	34698	signs	04/08/2024	198.94	04/18/2024	100-475-615 Supplies-Signs and Striping	424
Total 170:					923.31			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	X201139776	part for fire dept.	04/10/2024	11.96	04/18/2024	100-126000 Intergovernmental Receivable	424
Total 265:					11.96			
SJC LIMITED								
8580	SJC LIMITED	14251	base cemetery	03/29/2024	1,319.26	04/18/2024	100-576-600 General Supplies	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8580:					1,319.26			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	APR 2024-2	CHILD SUPPORT	04/19/2024	319.84	04/18/2024	100-219900 OTHER PAYROLL PAYABLES	424
Total 176:					319.84			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	17778	Water Right Contract FY23/24 MARCH 24	03/31/2024	38,977.40		510-810-698 Water Rights Protection	324
Total 3275:					38,977.40			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00329815	ps Lab supplies	04/09/2024	306.73	04/18/2024	510-840-614 Plant/Shop/Maint. Supplies	424
464	USA BLUEBOOK	INV00330752	PS lab supplies	04/10/2024	742.63	04/18/2024	510-840-614 Plant/Shop/Maint. Supplies	424
464	USA BLUEBOOK	INV00332578	PS lab supplies	04/11/2024	526.63	04/18/2024	510-840-614 Plant/Shop/Maint. Supplies	424
Total 464:					1,575.99			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9960472937	City Hall /Facilities	04/23/2024	643.82	04/18/2024	100-417-530 Communications (Internet,Cell)	424
8495	VERIZON WIRELESS	9960472937	W Water	04/23/2024	367.45	04/18/2024	520-810-530 Communications	424
8495	VERIZON WIRELESS	9960472937	CAO	04/23/2024	140.03	04/18/2024	100-414-530 Communications (Internet,Cell)	424
8495	VERIZON WIRELESS	9960472937	IT	04/23/2024	56.03	04/18/2024	100-418-530 Communications (Internet,Cell)	424
8495	VERIZON WIRELESS	9960472937	W W Router	04/23/2024	91.89	04/18/2024	520-810-530 Communications	424
8495	VERIZON WIRELESS	9960472937	CMO	04/23/2024	56.03	04/18/2024	100-413-530 Communications (Internet,Cell)	424
8495	VERIZON WIRELESS	9960472937	WTP	04/23/2024	443.44	04/18/2024	510-840-530 Communications	424
8495	VERIZON WIRELESS	9960472937	Council	04/23/2024	167.04	04/18/2024	100-412-530 Communications (Internet,Cell)	424
8495	VERIZON WIRELESS	9960472937	W Dist	04/23/2024	255.10	04/18/2024	510-810-530 Communications	424
8495	VERIZON WIRELESS	9960472937	Bldg & Safety	04/23/2024	333.10	04/18/2024	100-417-530 Communications (Internet,Cell)	424
8495	VERIZON WIRELESS	9960472937	FMC	04/23/2024	56.03	04/18/2024	100-425-530 Communications (Internet,Cell)	424
8495	VERIZON WIRELESS	9960563715	52267 March 2- April 01 24	04/23/2024	40.01	04/18/2024	520-810-530 Communications	424
Total 8495:					2,649.97			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	APR 2024-2	DEFERRED COMPENSATION, 457	04/19/2024	2,842.50	04/19/2024	100-215000 457 PAYABLE	424
8591	VOYA FINANCIAL	APR 2024-2	ROTH IRA	04/19/2024	210.00	04/19/2024	100-215000 457 PAYABLE	424
Total 8591:					3,052.50			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2404-088869	safety gloves and safety glassess	04/19/2024	613.45		510-810-616 Supplies-Safety	424

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8571:					613.45			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11172655-1	PS MF RF Repair Clamps	04/16/2024	553.95	04/18/2024	510-840-430 Service-Repair and Maintenance	424
195	WESTERN NEVADA SUPPLY CO.	11201088	sprinklers	04/10/2024	1,347.36	04/18/2024	100-575-600 General Supplies	424
195	WESTERN NEVADA SUPPLY CO.	11204128	PS toner	04/18/2024	269.34		510-840-601 Office Supplies	424
195	WESTERN NEVADA SUPPLY CO.	11207584	irrigation	04/15/2024	2,415.36	04/18/2024	100-575-600 General Supplies	424
Total 195:					4,586.01			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	179076	Federal Lands Bill Services thru2/29/2024	02/29/2024	42,334.77	04/18/2024	100-413-322 Prof Serv-Other	224
2454	WOOD RODGERS, INC.	179987	Federal Lands Bill Services thru 3/31/2024	03/31/2024	41,748.26		100-413-322 Prof Serv-Other	324
Total 2454:					84,083.03			
YESCO, LLC								
6806	YESCO, LLC	INY-0500050	May 24 - Reader Board Maintenance paid full YR until 6/24	05/01/2024	.00		225-575-320 PROFESSIONAL SERVICES	524
Total 6806:					.00			
Grand Totals:					1,083,933.56			

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 17, 2024**

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lay, Councilman Albert Torres, Councilwoman Frank McKay, City Manager Ben Marchant, Administrative Specialist III April Homme, Management Analyst Casey Kasten, 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

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the approval of new 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.

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

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

Chief Deputy Mitch Brantingham, LCSD, reported on recent activities. The patrol staffing is increasing, there will be 18 deputies and 2 Sargent's in Fernley.

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

Derek Starkey, City Engineer, stated the city's preventative maintenance projects on streets will be starting, and the residents will be getting notification.

Councilwoman Fran McKay reported that she attended the 4th of July committee meeting, and reminded everyone of the Spaghetti Dinner on Saturday, April 20, at 5:00 pm at the Senior Center. Tickets are \$15.00. The Committee is still looking for sponsors for the 4th of July.

Councilman Albert Torres reported that the FCTA will be accepting grant applications for the first grant cycle of fiscal year 2024/2025 beginning May 1- May 31, 2024. Information will be posted on the Ferney City website Newsflash, Facebook, and reader board on Friday, April 19, 2024. Applications will not be accepted until May 1, 2024. There will be a mandatory applicant workshop meeting on May 7, 2024, at 6:00 pm in Council Chambers. The FCTA board will review grant applications and make grant selections during the June 17, 2024, meeting at 6:00 PM. Applications without representation may not be considered for funding.

Councilman Stan Lau reported that the League of Cities luncheon has a lot of good topics and good ideas on resolving those issues.

Mayor Neal E. McIntyre wished Derek Starkey, City Engineer, well in his next endeavor.

4. PROCLAMATIONS BY THE MAYOR

None

5. PRESENTATIONS

Aaron Mouritsen, City Attorney, stated that 5.1, 5.2 and 5.3 are all connected regarding the Opioid Settlement funds. We have presentations from Healthy Community Coalition, Lyon County Human Services, and North Lyon Fire Protection District. The amount of funds is approximately \$3,000.00 a year over 20 years. The number goes up and down and varies each year.

5.1. Presentation by the Healthy 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.

Noel Chounet presented for Healthy Community Coalition. She reviewed the mission of the Coalition along with the community prevention programs, youth prevention programs, and the Safe School Professionals. The proposed use of the funds would be to deepen prevention programs, This Is Not About Drugs and Too Good For Drugs, at Fernley schools.

5.2. Presentation by Lyon County Human Services on the County's use of Opioid Settlement funds.

Shayla Holmes, Lyon County Human Services (LCHS), presented Lyon County opioid use and misuse needs assessment. The following is considered high priority: (1) invest in a database for LCHS to appropriately collect, analyze and track substance use, naloxone distribution, prevention supplies, and referrals to treatment throughout all services in one platform; (2) Expand LCHS to include a Behavioral Health division that will include full time co-responder teams to respond to the lifespan in crises, and provide assessments and treatment plans for at-risk individuals across the lifespan in a variety of settings such as homes, schools, juvenile probation officers, senior centers, etc.; (3) LCHS to become a Medicaid provider to maximize expenditures and create stability for provided services including targeted case management for Juvenile Probation and non-severe mentally ill adults, and non-severe emotionally disturbed youth, and transportation.

5.3. Presentation by North Lyon Fire Protection District on the District's use of Opioid Settlement funds.

Aaron Mouritsen, City Attorney, stated that the North Lyon Fire Protection District will not give a presentation.

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.

Artist Chad Rice explained 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. The Turn Turn Turn sculpture is to be placed at the Main Street Art Park during the Murals, Music and Margaritas Art Festival. 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. Artist Chad Rice will be responsible for maintenance over the duration of the lease 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.

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. **Action:** Approved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

Councilwoman Felicity Zoberski asked about the trenching for electricity.

Derek Starkey, City Engineer, stated that there is a subpanel at the sight and there is power.

Barry Williams, Public Works Director, stated that the City has the capability of assisting with the trenching.

Motion: I MOVE TO ASSIST ACEs WITH THE TRENCHING FOR THE ELECTRICITY. **Action:** Approved. **Moved by:** Councilwoman Zoberski, **Seconded by:** Councilman Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

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.

Michele Rambo, Planning Director, presented the introduction and Reading of Bill #348. 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.

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

Aaron Mouritsen, City Attorney, presented that this conveyance is merely to correct the inadvertent transfer of the Sheriff Substation and Justice Complex property in 1999 to the Town of Fernley. 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.

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 THER RECORDS BY EXECUTING THIS CONVEYANCE OF THE JUSTICE COMPLEX PROPERTY FROM THE CITY OF FERNLEY TO THE COUNTY. **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 ratify change order number one through four for the Villa Park Water and Sewer Replacement and street reconstruction project.

Derek Starkey, City Engineer, presented that 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 as follows: (1) replace 3 fire hydrants, including piping and shutoff valves, (2) replacement of 7 additional water meters that were not salvageable in the field as were originally planned in the design and replacement of 33 additional meter boxes that were not salvageable in the field; (3) revisions to storm drain plan including g increased retention basin volume and changing pipe type to RCP from HDPE per NDOT requirements; and (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.

Motion: I MOVE TO RATIFY CHANGE ORDER NUMBER ONE THROUGH FOUR FOR THE VILLA PARK WATER AND SEWER REPLACEMENT AND STREET RECONSTRUCTION PROJECT. **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.

Mayor Neal A. McIntyre called for a break - 6:41 - 6:47.

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.

Derek Starkey, City Engineer, stated that there are corrections to the lease agreement that is currently being negotiated with NVEnergy and asked to move this item to the next meeting.

Motion: I MOVE TO LINE ITEM 7.3 TO NEXT MEETING. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

8. RESOLUTIONS

8.1. Discussion and possible action to adopt joint Resolution 24-007 accepting the 2022 City of Fernley Water System Plan Update

Derek Starkey, City Engineer, summarized the updated water system plan for adoption by joint resolution with the Planning Commission and City Council. A summary of the assumptions and outcome of the update to the plan are: (1) existing and planned service area; (2) growth and water demand; (3) water resource; (4) water rates; (5) groundwater/surface water treatment; (6) existing conditions; and (7) capital improvements.

Councilman Albert Torres asked if the bond on the water treatment plant was a 20-year bond or a 30-year bond.

Robert Carson, City Treasurer, stated that the bond is 30-year bond and will be paid off in 2037/2038.

Councilman Ryan Hanan, asked for clarification on the bonds.

Robert Carson, City Treasurer, stated that there are 4 separate bonds - 2 dedicated to the sewer treatment plant, 1 to the water treatment plant, and 1 split between the two.

Councilwoman Felicity Zoberski, is the data from the SCADA public information and is there a plan to study to see how the lining of the canal affected the wells and commission an updated study?

Derek Starkey, City Engineer, stated a study could be done about the current status of the canal; what does it look like with different storage systems like aquifer storage, what it looks like, what would be the best place to inject that water back into the ground, they are things that could be looked because we have not modeled that before.

Councilwoman Felicity Zoberski, with this being a living document we can always go back and add those things and or decide to do the research and put those assessments into our water system plan for our residents to see where we are at as far as the canal goes.

Councilman Ryan Hanan stated that the city owns 2 parcels adjacent to Farm District Road and adjacent to the water treatment plant that could be used if need be for injection purposes or some systems or derivative of that.

Derek Starkey, City Engineer, stated that the city owns different parcels across town that gives them different options.

Mayor Neal E. McIntyre opened public comment:

James W Roberts, city resident, thanked Derek Starkey and all his work.

Tessa Garvin, city resident, expressed concerns about the well water in the highlands.

Laura Griffin, city resident, they have engaged the services of a Geologist who specializes in surveying the water and where it is coming from and what the impact is on the wells that are drawing from this water. She would like the city to do the same and take a very close look at the aquifers and protect the residents who have no other option.

Mr. G (Zoom) would like to know what is going on with the suffice water plant and are there any plans for aquafer storage and recovery.

Motion: I MOVE TO ADOPT JOINT RESOLUTION 24-007 NUMBER ACCEPTING THE 2022 CITY OF FERNLEY WATER SYSTEM PLAN UPDATE. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

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.

Michele Rambo, Planning Director, presented this item. The City of Fernley Planning Department has been attempting to become self-supporting and achieve complete cost recovery since 2012. Despite raising fees several times, the current flat fee system does not adequately cover staff time spent on each project. Therefore, the 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. 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 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 time-frame, saving developers valuable time and, ultimately, money.

Motion: I MOVE TO APPROVE RESOLUTION #24-009 AS PRESENTED BY STAFF TO TAKE EFFECT ON JULY 1, 2024. **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.

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.

Lydia Altick, Deputy City Manager, presented that if approved, this resolution would formally express the City Council's concerns about 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. 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.

Motion: I MOVE TO APPROVE RESOLURION #24-011 IN OPPOSITION TO THE UNITED STATES POSTAL SERVICE'S PROPOSED CHANGES TO THE PROCESSING AND DISTRIBUTION CENTER IN RENO, NEVADA. **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.

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).

Shay League, City Planner, presented this item. 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. 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.

Motion: I MOVE TO ADOPT THE FINDINGS RELATED TO CONSIDERATIONS OF APPROVAL A THROUGH D 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. **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.

10. ADDRESS REQUEST(S) FOR FUTURE AGENDA

There were none.

11. PUBLIC FORUM

Dana Uhlhorn, Fernley Aces, clarified some questions regarding the placement of new art in the Art Park. It will not be put on the circle of cement that the previous gazebo was on. (1) We would have to drill through the concrete to put in the anchors, and (2) there is a plan for future use or another gazebo.

Becky Howlett reminded everyone of the Fernley 4th of July spaghetti dinner on Saturday, April 20th from 5 to 9 at the Senior Center.

Jamie Daniels, Fernley resident, thanked the council for hearing the public’s concerns regarding the well-water and appreciates that they are working on it.

Councilwoman Zoberski thanked Derek Starkey for being with the city for 13 years.

James W. Roberts, Fernley resident, stated that he supports the Healthy Community Coalition and their youth programs.

Councilman Hanan thanked Derek Starkey.

The next meeting will May 1, 2024, at 5:00 pm.

12. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:13 pm.

Approved by the Fernley City Council on May 1, 2024, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origination date = 4/11/2024-4/25/2024

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Northern Nevada 3PL, LLC	Thomas A. Romeo	850 Commerce Center Dr.	Fernley	NV	89408	775-499-1991	Warehouse, Industrial, Di	Distribution Warehouse for sho
Joe's Roofing LLC	Joseph Snider	199 Kirman Ave.	Reno	NV	89502	775-369-1919	Contractor	Roofing Contractor #84679
Mels Maintenance	De'Mel Bullock	609 Tamsen Rd	Fernley	NV	89408	775-300-5840	Handyman	Handyman service
Joel Drake Allee	Joel Allee	1370 Evelyn Way, Apt 12	Reno	NV	89502	775-354-8735	Business Specific Profes	American Sign Language inte
TDC Management LLC	TDC Operating LLC	241 Ridge St Suite 410	Reno	NV	89501	775-470-8680	Property Management	Commercial real estate propert
Harris & Sloan Consulting Engineer	Tim Sloan	2295 Gateway Oaks Drive, S	Sacramento	CA	95833	916-921-2441	Engineering Services	Professional Engineering Desi
No California LLC	No California LLC	150 Mortensen Lane, Units A	Fernley	NV	89408	530-586-0368	Property Rentals	Residential rentals: 4-plex
Silver State Sign Language LLC	Alina Duncan	289 Sarah Drive	Carson City	NV	89706	775-235-2272	Business Specific Profes	American Sign Language inter
ProForm Custom Concrete LLC	Timothy Rodriguez	17805 Davenport Lane	Reno	NV	89508	775-378-9586	Contractor	Concrete Contractor #91472
Nana's Niche & Gift	Shyla Hale Stewart	25 East Main St.	Fernley	NV	89408	775-980-9092	Wholesale and/or Retail	Gift shop, jewelry classes
Vision Services	Ryan Busch / Mason	142 Country Ranch Rd	Fernley	NV	89408	775-378-8385	Handyman	Handyman services
Abel Tattoos	Abel Alaniz	165 West Main St Ste: C	Fernley	NV	89408	209-204-3846	Tattoo Shop	Tattoo shop
Divergent Escape Games, LLC	Kearsten Ebeling, Ri	4554 Madison Rd.	Fernley	NV	89408	775-666-0624	Business Specific Profes	Mobile Escape Room
Michael Stewart	Michael Stewart	975 Short Cut Ln	Fernley	NV	89408	775-250-9483	Business Specific Profes	Uber Driver
Reno Dumpster, LLC	Gary Archie	3900 N. Virginia Street	Reno	NV	89506	775-677-9500	Waste Hauling, Disposal	Commercial Waste Removal
OGC Inc	Adrian & Audra Testa	1080 Marietta Way	Sparks	NV	89431	775-384-2004	Contractor	Carpentry & Prefab Steel Struc
AES Mechanical Services Group In	Jason Benton	2171 AL HWY 229	Tallassee	AL	36078	334-252-0380	Contractor	HVAC Contractor #78679
Grand Totals:								
17								

Report Criteria:

License.Status = "Active"

Business.Origination date = 4/11/2024-4/25/2024



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 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 City of Fernley for The Community Resource and Response Center for 3.1 ERC's for Water and 12.5 ERC's for Sewer for Lyon County Parcel 021-103-56 located at 695 E. Main St. Fernley, NV 89408

AGENDA ITEM BRIEF:

1. The City of Fernley is seeking a Will-Serve at 695 E. Main St. For the Community Resource and Response Center.
2. This project requires 3.1 ERC's of Water (3.47 ac/ft water) and 12.5 ERC's of Sewer.
3. The City of Fernley has 3.79 -acre feet of beneficial interest in water rights remaining appurtenant to APN 021-103-56 (formally APN 021-103-11). A portion of that will be applied towards this Will-Serve

RECOMMENDED MOTION:

"I move to approve the Will-Serve request from City of Fernley for The Community Resource and Response Center for 3.1 ERC's for Water and 12.5 ERC's for Sewer for Lyon County Parcel 021-103-56 located at 695 E. Main St. 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:

City of Fernley is seeking a will-serve for 3.1 ERC's for Water and 12.5 ERC's for sewer on Lyon County Parcel 021-103-56 located at 695 E. Main St. Fernley, NV 89408.

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

Water: \$22,351.00 Sewer: \$64,375.00

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

Accordingly, prior to the issuance of this will-serve request, City of Fernley had 7.59 acre-feet of uncommitted water remaining through banking agreement Document No. 569583 assigned on September 1, 2017.

In 2017, City of Fernley dedicated 3.8 acre-feet to Lyon County Senior Center APN 021-103-43. Leaving a remaining balance of 3.79 Acre-feet.

After the issuance of this will serve the City of Fernley will have .32 acre-feet of water remaining under this banking agreement.

ANALYSIS:

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

RELEVANT LAWS, STATUTES, AND REGULATIONS:

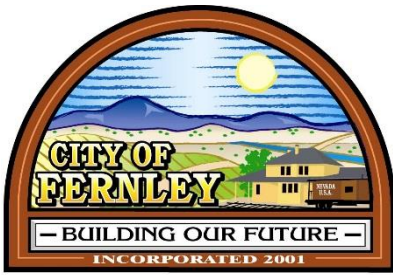
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2024.05.01 CRRC 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: Community Resource & Response Center (Development/ project or property located at 695 E. Main St. Fernley, Nevada with 3.1 water connections and/or 12.5 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# 021-103-56

Fernley City Council Approved Will-Serve on May 1st, 2024

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to authorize the execution of the water rights banking and dedication agreement with Betty Jackson under The Betty M. Jackson Trust Agreement, APN 021-071-03 TCID serial number 1008-4 in the amount of 112.005 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Betty Jackson under The Betty M. Jackson Trust Agreement, APN 021-071-03 TCID serial number 1008-4 in the amount of 112.005 acre feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement from Betty Jackson under The Betty M. Jackson Trust Agreement, APN 021-071-03 TCID serial number 1008-4 in the amount of 112.005 acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

1. This dedication of Water Rights will assist in Fernley's quest to protect our most valuable resource and support the City's economic development goals.

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

Betty Jackson is proposing to dedicate 112.005 acre-feet of water rights appurtenant to APN 021-071-03 (TCID Serial Number 1008-4) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Jackson Dedication Agreement
2. Jackson Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2024 (this “Agreement”), by and between Richard Jackson, as Trustee under The Betty M. Jackson Trust Agreement dated July 21, 1993, (the “Dedicator”) and the City of Fernley, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

RECITALS

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

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

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

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

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

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

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

resolutions, statutes, standards, and policies in effect at the time the request for a will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

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

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

A One Hundred Twelve and Five One-Thousandths (112.005) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1008-4. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-071-03 and further described in that certain Quitclaim Deed recorded in the official records of Lyon County on August 5, 1993 as Document No. 163486.

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

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

seed mixture susceptible to natural germination in the climatic conditions existing on the formerly irrigated land. The re-vegetation plan shall be deemed fully performed upon the first to occur of the following:

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

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

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

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

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

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

Dedicator

Richard Jackson

515 Country Club Dr.

Fernley, NV 89408

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

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

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

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

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

[signature page follows]

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

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Richard Jackson

Date:

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

LYON CO. APN: 021-071-03

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2024, to convey the below-mentioned water rights from BETTY M. JACKSON, as Trustee under THE BETTY M. JACKSON TRUST AGREEMENT dated July 21, 1993, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

WITNESSETH:

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

A One Hundred Twelve and Five One-Thousandths (112.005) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1008-4. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-071-03 and further described as follows:

A parcel of land situate in the Southwest ¼ of Section 11, Township 20 North, Range 24 East, Mount Diablo Mridian in the Town of Fernley, Lyon County, Nevada. Said parcel of land contains 25.22 acres and is more particularly described as follows:

Beginning at the Southwesterly corner of Lot 8, Block C of the Hartsock Subdivision as shown on the official plat thereof, File No. 53963 of Lyon County Records, from which point the Southwest corner of Section 11, Township 20 North, Range 24 East, Mount Diablo Meridian, as the same is shown and documented on Record of Survey File No. 35908 of Lyon County records, bears South 84°24'47" West, 1,079.53 feet;

THENCE, along the Northerly right of way line of U.S. Highway 40, from a tangent bearing North 72°08'06" West, on a curve to the right with a radius of 1,450 feet and length of 1,805.85 feet subtended by a central angle of 71°21'25", with a chord bearing North 36°27'23" East, 1,691.38 feet to a point on the southerly right of way line of the Southern Pacific Railroad;

THENCE, along said line South 75°33'30" East 1126.46 feet;

THENCE, South 22°37'32" East 250.67 feet;

THENCE, South 12°22'20" East 792.98 feet to a point on the easterly line of a 40 foot wide right of way (formerly Hartsock Ave.);

THENCE, from a tangent bearing North 85°56'31" West, on a curve to the right along the northerly line of lots 8, 9, and 10 of Block C with a radius of 1,310 feet and length of 315.68 feet subtended by a central angle of 13°48'25" and chord bearing North 79°02'18" West 314.92 feet to the Northwest corner of Lot 8;

THENCE, along the westerly line of Lot 8 South 17°51'54" West, 140.00 feet to the point of beginning.

Lots 8 and 9 in Block B of the Hartsock Subdivision, Town of Fernley, Lyon County, Nevada, according to the official map thereof filed in the office of the County Recorder of Lyon County, Nevada, on September 16, 1946, as Document No. 53963.

This legal description appeared previously in Document No. 163486, recorded on August 5, 1993, Official Records of Lyon County, Nevada.

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

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

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

DATED this ____ day of _____, 2024.

GRANTOR:

BY: _____
Betty M. Jackson

STATE OF _____)
 : ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by Betty M. Jackson.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to authorize the execution of the water rights banking and dedication agreement with Demar Dahl, LLC, APN 021-101-15 TCID serial number 1020-6 in the amount of 7.92 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Demar Dahl, LLC, APN 021-101-15 TCID serial number 1020-6 in the amount of 7.92 acre feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement from Demar Dahl, LLC, APN 021-101-15 TCID serial number 1020-6 in the amount of 7.92 acre feet.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

1. This dedication of Water Rights will assist in Fernley's quest to protect our most valuable resource and support the City's economic development goals.

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

Demar Dahl, LLC is proposing to dedicate 7.92 acre-feet of water rights appurtenant to APN 021-101-15 (TCID Serial Number 1020-6) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Dahl Dedication Agreement
2. Dahl Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2024 (this “Agreement”), by and between Demar Dahl, LLC, a Nevada limited liability company, (the “Dedicator”) and the City of Fernley, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

A Seven and Ninety-Two One-Hundredths (7.92) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1020-6. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-101-15 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Lyon County on February 14, 2024 as Document No. 678554.

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

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

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

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

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

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

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

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

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

Dedicator

Demar Dahl, LLC

2751 Reno Hwy.

Fallon, NV 89406

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

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

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

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

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

[signature page follows]

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

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Lora Lee Dahl, Manager
Demar Dahl, LLC

Date:

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

LYON CO. APN: 021-101-15

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2024, to convey the below-mentioned water rights from DEMAR DAHL, LLC, a Nevada limited liability company (hereinafter referred to as "GRANTOR"), to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE").

WITNESSETH:

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

A Seven and Ninety-Two One-Hundredths (7.92) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1020-6. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 021-101-15 and further described as follows:

A portion of the Northeast ¼ of the Northeast ¼ of Section 13, Township 20 North, Range 24 East, M.D.B.&M., County of Lyon, State of Nevada, described as follows:



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to authorize the execution of the water rights banking and dedication agreement with Theodore H. Davey & Marsha G. Davey, APN 020-353-26 TCID serial number 1054-1-H-1 in the amount of 5.22 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Theodore H. Davey & Marsha G. Davey, APN 020-353-26 TCID serial number 1054-1-H-1 in the amount of 5.22 acre feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement from Theodore H. Davey & Marsha G. Davey, APN 020-353-26 TCID serial number 1054-1-H-1 in the amount of 5.22 acre feet.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

This dedication of Water Rights will assist in Fernley's quest to protect our most valuable resource and support the City's economic development goals.

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

Theodore H. Davey & Marsha G. Davey is proposing to dedicate 5.22 acre-feet of water rights appurtenant to APN 020-353-26 (TCID Serial Number 1054-1-H-1) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Davey Trust Dedication Agreement
2. Davey Trust Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2024 (this “Agreement”), by and between Theodore H. Davey & Marsha G. Davey, Trustees of the Davey Family Trust dated June 26, 2008, (the “Dedicator”) and the City of Fernley, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

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

resolutions, statutes, standards, and policies in effect at the time the request for a will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

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

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

A Five and Twenty-Two One-Hundredths (5.22) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1054-1-H-1. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-353-26 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Lyon County on July 23, 2008 as Document No. 429280.

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

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

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

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

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

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

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

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

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

Dedicator

Goudy Investments, LLC

2370 Del Monte Lane

Reno, NV 89511

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

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

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

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

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

[signature page follows]

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

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Theodore H. Davey, Trustee
Davey Family Trust

Date:

Marsha G. Davey, Trustee
Davey Family Trust

Date:

Assignee

Dedicator assigns all of its interest in the forgoing agreement to the Assignee identified below who by executing this document agrees to assume all obligations of Dedicator hereunder.

GOUDY INVESTMENTS, LLC
a Nevada limited liability company

Roger Baylocq, Manager

Date:

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

LYON CO. APN: 020-353-26

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2024, to convey the below-mentioned water rights from THEODORE H. DAVEY and MARSHA G. DAVEY, Trustees of the DAVEY FAMILY TRUST dated June 26, 2008, (hereinafter referred to as "GRANTOR"), to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE").

WITNESSETH:

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

A Five and Twenty-Two One-Hundredths (5.22) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1054-1-H-1. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-353-26 and further described as follows:

All that certain real property situate in the County of Lyon, State of Nevada, and being a portion of Lot 6, of Block 2, on the Official Map Flying Circle Ranch Estates recorded on August 2, 1978, as Document No. 39323, described as follows:

Parcel 6D, as shown on the Parcel Map for George and Elizabeth Premo, recorded in the Official Records for Lyon County, Nevada, on September 8, 1994, as Document No. 174925.

This legal description appeared previously in Document No. 429280, recorded on July 23, 2008, Official Records of Lyon County, Nevada.

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

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

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

DATED this ____ day of _____, 2024.

GRANTOR: DAVEY FAMILY TRUST

BY: _____
THEODORE H. DAVEY, TRUSTEE

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by Theodore H. Davey.

WITNESS my hand and official seal.

NOTARY PUBLIC

BY: _____
MARSH G. DAVEY, TRUSTEE

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
Marsh G. Davey.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 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: Consent

AGENDA ITEM:

Possible Action to nominate Councilman Albert Torres as the Lyon County Local Emergency Planning Committee Elected Local Official representing Fernley.

AGENDA ITEM BRIEF:

To appoint Councilman Alber Torres to sit on the Lyon County Local Emergency Planning Committee as the Elected Local Official representing the City of Fernley.

RECOMMENDED MOTION:

"I move to appoint Councilman Albert Torres as the Lyon County Local Emergency Planning Committee Elected Local Official representing the City 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:

City Council may choose not to appoint Councilman Torres as the Lyon County LEPC Elected Official representing City of Fernley.

BACKGROUND:

The purposes of the Lyon County Local Emergency Planning Committee (LEPC) are as follows: 1.) The management and oversight of all appropriate provisions of Title III of the Superfund Amendments and Re-authorization Act of 1986 (SARA), NRS Chapter 459; 2.) The delegation of duties and responsibilities to staff and members for the purpose of carrying out the provisions of those laws; 3.) Other such duties may be assigned to the LEPC by acts of the United States Congress, the Nevada State Legislature, the Governor of the State of Nevada through the Nevada State Emergency Response Commission (SERC), and the Lyon County Board of Commissioners; 4.) Facilitate the development of a community chemical emergency preparedness and planning program for hazardous materials, other technological emergencies/disasters, and natural disasters; emergencies such as earthquakes and floods; 5.) Make available upon request the identification, quantity, location and properties of hazardous materials, as well as data on the annual release of certain hazardous materials; and 6.) Pursuant to Lyon County Code 3.03.07 perform the functions of the Emergency Management Advisory Board.

The LEPC requires the membership to include an elected office from the City of Fernley as the Representative, followed by the City Manager and one other designee, currently the Deputy City Manager.

LEPC membership consists of voting and associate members. Voting members are those who participate by attending or sending their designees to LEPC meetings. Associate members are individuals who wish to contribute and participate on a limited basis. As a Fernley City Councilperson, Albert Torres will be a voting member.

LEPC meets quarterly. The next meeting will be April 17, 2024 at 9 AM at the Lyon County Administrative Complex in Yerington.

On December 20, 2023, Fernley City Council approved Resolution #23-017 to adopt the Regional Hazard Mitigation Plan. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by the Disaster Mitigation Act of 2000, requires state, tribal, and local governments to develop a hazard mitigation plan as a condition for receiving certain types of non-emergency disaster assistance. (44 CFR §201.6). In 2023, as an LEPC member, Fernley participated in the creation of the Regional Hazard Mitigation Plan along with Lyon County, City of Yerington, North Lyon County Fire Protection District, Central Lyon County Fire Protection District, Walker River Irrigation District, Yerington/Mason Valley Fire Protection District, Smith Valley Fire Protection District, Carson Water Subconservancy District, and Mason and Smith Valley Conservation Districts.

In 2022 the City updated its Emergency Operations Plan (EOP). As partners in the four phases of emergency management (mitigation, preparedness, response, and recovery), the City of Fernley and Lyon County will begin working closely with the Emergency Managers from Carson City, Douglas, and Storey County to develop a draft EOP template that all four counties will utilize. Having consistent plans across the region will be more efficient if the need arises that mutual aid from neighboring counties is needed. This work is scheduled to begin in 2024.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS Chapter 459

Title III of the Superfund Amendments and Re-authorization Act of 1986 (SARA)

Lyon County Code 3.03.07

FINANCIAL IMPLICATIONS:

There are none

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 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 Family Dollar Inc # 30149.

AGENDA ITEM BRIEF:

(Possible Action) to approve the liquor license for Family Dollar Inc # 30149.

RECOMMENDED MOTION:

"I move to approve the liquor license for Family Dollar Inc # 30149."

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 Heather Hadlock. 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: May 1, 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 #347, an Ordinance amending Title 32, Chapter 3, Section 090 (Modifications and Appeals) of the Fernley Development Code to create a process to waive certain development standards in certain parts of town to aid in development and redevelopment efforts, and other matters related thereto.

AGENDA ITEM BRIEF:

As currently written, the City of Fernley Development Code tends to discourage development or redevelopment in three focused areas of the City, including the downtown core. Many attempts to locate businesses in these areas have failed due to the over-burdensome nature of the codes related to parking, landscaping, and street improvements. There is currently no mechanism to provide relief for these requirements when it makes sense to do so. Therefore, the City of Fernley Planning Department and Engineering Department have worked together to create the proposed waiver process, which is discussed in more detail later in this report.

At their meeting of April 10, 2024, the Planning Commission unanimously voted to recommend that the City Council approve Bill #347.

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 of Fernley Development Code includes methods to modify development requirements (Minor Modifications, Major Modifications, and Variances) but there is no mechanism to waive development requirements. While City Staff enforces development standards for all projects, there are times where the requirement for improvements hinders the ability to either develop a property or open a business. Two examples are provided below:

1. A resident came to the Planning Department wanting to open a yoga studio in a vacant unit near the intersection of Main Street and Highway 95A in downtown. Current code regulations require that a certain number of parking spaces be provided for the customers. However, the property did not have the needed spaces existing or the room to provide more parking spaces. Therefore, the yoga studio could not be approved and the unit is still vacant.
1. The owner of a property located at Highway 95A and Speedway Road approached the Planning Department wanting to develop his parcel. One of the required improvements to the site is the installation of curb, gutter, and sidewalk along the property frontages. This is a very typical requirement. However, the industrial area located along Speedway Road alternates between City of Fernley jurisdiction and Lyon County jurisdiction in several places. Lyon County has not required the projects in their jurisdiction install street improvements. The City Engineer felt that requiring the street improvements for this site would not be of any substantial benefit without similar improvements to connect to on adjacent properties.

Both of the examples above illustrate the rare instances where it may not be in the City of Fernley's best interest to strictly adhere to the code. When this happens, most other jurisdictions have a waiver process for developers and/or business owners to follow.

The Planning and Engineering Departments have worked together to develop the proposed waiver process. In an effort to keep the use of waivers from being abused, stipulations have been included that restrict their use to certain specific areas of town for a limited type of development standards (see the table below).

Area	Waivers Permitted
Downtown, specifically the area bordered by the railroad tracks to the north, Cedar Street to the south, Dallas Lane and Miller Lane to the west, and Hardie Lane to the east.	• Curb, gutter, and/or sidewalk • Parking (number of spaces) • Landscaping
US95A/Speedway Road industrial park	• Curb, gutter, and/or sidewalk

- Landscaping

Industrial areas along Lyon Drive, Salvadore Drive, Resource Drive, and Industrial Drive

- Landscaping

As with the existing modification processes allowed for in the Development Code, waivers would be approved by the Planning Commission in most instances. Waivers could be combined with other applications in which case the approval body of the development application would also approve the waiver. For example, a waiver combined with a Conditional Use Permit would be approved by the Planning Commission. If a waiver request is combined with a Tentative Subdivision Map, the waiver would ultimately be approved by the City Council.

FINDINGS:

In order to approve the proposed amendment, the following findings must be met:

1. The amendment is consistent with the City's Master Plan and otherwise consistent with state and federal law.

The creation of a limited waiver process is consistent with the following goals and/or action strategies of the Master Plan:

a) LU.1.5 – Promote infill development.

Any development within both the downtown area and the Lyon Drive industrial area would be considered infill development. Current development standards have proven challenging for some of the proposed developments within these areas. Therefore, the creation of a waiver process would be consistent with this Master Plan goal by allowing flexibility and making development in these areas more attainable.

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

Fernley's "community core" includes the area surrounding the intersection of Main Street and Highway 95A which is also identified as the downtown area where waivers are specifically allowed. As mentioned throughout this report, the development of vacant sites and the redevelopment of the existing buildings or businesses can sometimes be a challenge due to current development standards. The proposed waiver process is, therefore, consistent with this Master Plan action strategy by eliminating the need for large parking lots and landscape in favor of increasing the intensity of the existing buildings. In addition, the waiver would make it easier to replace older buildings on small lots with a building consisting of a higher density.

In addition to the specific goals and/or action strategies discussed above, staff believes that the limited waiver process conforms to the overall spirit and intent of the Master Plan. In general, the Master Plan intends to allow such things as quality development, a vibrant downtown core, a diverse range of services, and job creation. All of these would be aided by the proposed waiver process and the increase in flexibility for the three areas of town facing some unique challenges.

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

The approval of the proposed waiver process will require two public hearings, one at both Planning Commission and City Council. Public hearing notices for each were sent per the Development Code and NRS regulations.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

[City of Fernley Development Code Section 32.03.090](#)

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill 347
2. Redlined Code Section

BILL #347
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 3, SECTION 090 (MODIFICATIONS AND APPEALS) OF THE FERNLEY DEVELOPMENT CODE TO CREATE A PROCESS TO WAIVE CERTAIN DEVELOPMENT STANDARDS IN CERTAIN PARTS OF TOWN TO AID IN DEVELOPMENT AND REDEVELOPMENT EFFORTS, AND OTHER MATTERS RELATED THERETO.

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

Section 1. Title 32, Chapter 3, Section 090 is hereby amended as follows:

Sec. 32.03.090. - Modifications and appeals.

Purpose. The development review procedures in this section are intended to allow relief and flexibility in the development review process. Generally, it is the intent of the city to allow reductions or deviations from the minimum standards of this Code only in exchange for a higher level of quality development and compensating benefits.

- (a) *Summary table.* Table 32.03.090-1, summary of modification options, summarizes the principal tools that are available to provide relief from the strict application of the standards in this Code. The table includes procedures that allow reduction, adjustment, or exemption from certain code standards, and applicable limitations.

Table 32.03.090-1 - Summary of Modification Options

Procedure	Decision Making Body	Description	Limitations
Major Deviation	Planning Commission	Allows major deviations from certain standards, see NRS 278.315.	Special exceptions greater than 10% and less than 50% from development standards that can be quantified, see Section 32.03.090.C.6.
Minor Deviation	Administrator	Allows minor deviations from certain standards, see NRS 278.319.	Special exceptions up to 10% from development standard that can be quantified, see Section 32.03.090.D.5.
Variances	Planning Commission	Allows deviation from any development standard (except allowable use).	Hardship must be demonstrated. See approval criteria in Section 32.03.090.E.6.

Procedure	Decision Making Body	Description	Limitations
Waiver	Planning Commission – when a stand-alone application or part of an Administrative Review or Conditional Use Permit City Council – when part of a Tentative Subdivision Map	Allows the complete waiving of certain development standards under unique circumstances	Available only for the following standards within predetermined portions of the City: Curb/gutter/sidewalk Parking Landscaping See Section 32.03.090(d).

- (a) *Major deviations.* Authorized pursuant to NRS 278.315.
- (1) *Applicability.* This section authorizes the planning commission to approve (see NRS 278.315):
- Special exceptions greater than ten percent and less than 50 percent from requirements for land use in this title; or
 - Special exceptions from development standards that can be quantified.
 - This section does not authorize a use variance, or a deviation based on hardship or difficulty. However, an applicant may combine a request for a variance with a major deviation, and the city may process both applications concurrently. The section does not apply to parking or sign regulations of this title.
- (2) *Initiation.*
- The applicant files an application for a major deviation with the administrator. The major deviation request may be combined with the underlying application for which it is requested. However, the underlying application will not be approved until the major deviation is approved, unless it is possible to comply with the standards associated with the underlying application without the major deviation.
- (3) *Completeness.* See [section 32.02.030](#).
- (4) *Notice.* A notice setting forth the time, place and purpose of the hearing must be sent at least ten days before the hearing to:
- The applicant; and each owner, as listed on the county assessor's records, of real property located within 500 feet of the property in question;
 - Notify minimum of the 30 separately owned parcels nearest the property in question as listed on the county assessor's records; and
 - Notify each tenant of a mobile home park located within 500 feet of the property in question.
- (5) *Decision.*
- The planning commission will review the major deviation at a hearing. The hearing is held within 65 days after the filing of the application, unless a longer time or a different process of review is provided in a development agreement.
 - The planning commission may:

1. Grant the major deviation, which may be subject to conditions as provided in subsection (4);
 2. Deny the major deviation, with or without prejudice; or
 3. Continue or table the application.
 - c. If an application is tabled or continued, the planning commission shall hold a new public hearing within 65 days after the application was filed with the planning commission, unless a longer time or a different process of review is provided in an agreement entered into pursuant to NRS 278.0201.
 - d. The planning commission may impose conditions on a major deviation to safeguard the public health, safety, morals and general welfare and to protect the interests of the persons residing or working in the surrounding areas.
- (6) *Findings for approval.* If granting the approval of the major deviation, the planning commission must make findings that the proposed major deviation will be compatible with the existing or permitted uses of adjacent properties and is consistent with the City of Fernley Comprehensive Master Plan. The planning commission must conclude that:
- a. The request is consistent with the stated purposes of [title 32](#), zoning;
 - b. Granting the major deviation will not be materially detrimental to the public health, safety or welfare, or injurious to property or improvements in the vicinity;
 - c. Granting the major deviation is necessary for the preservation and enjoyment of a property right possessed by other property owners in the same vicinity and land use district and is denied to the property for which the major deviation is sought; and
 - d. Granting of the major deviation does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use district in which the property is located.
- (7) *Subsequent applications.* If the planning commission denies a major deviation, unless the denial is specifically stated to be without prejudice, a new application for a substantially similar major deviation may not be submitted for at least six months following the denial.
- (8) *Appeals.* See subsection [32.09.090](#)(e), appeals.
- (9) *Scope of approval.*
- a. Lapse of major deviation.
 1. A major deviation automatically lapses and becomes void one year following the date on which the major deviation became effective, unless during this time a building permit is issued, and construction is commenced and diligently pursued toward completion on the site which was subject to the major deviation application.
 2. The administrator may renew the major deviation for an additional year if an application to renew the major deviation is filed with the administrator before the original expiration date.
- (10) *Revocation of major deviation.*
- a. A major deviation may be revoked by the planning commission for any of the following reasons:
 1. The recipient or his successor in interest violates any condition of the approval.

2. The approval was granted on the basis of false statements or a fraudulent application.
 3. The development as modified becomes a public nuisance.
- (11) *Recordkeeping.* Within ten days after the planning commission's final action, the administrative secretary to the planning commission must notify the applicant and the city clerk in writing of that action, including any conditions the planning commission imposed.
- (b) *Minor deviations.*
- (1) *Applicability.* This section allows deviations of less than ten percent from requirements for land use in this title. Does not apply to the sign chapter of this title.
 - (2) *Initiation.*
 - a. The applicant files an application for a minor deviation with the administrator. The minor deviation request may be combined with the underlying application for which the minor deviation is requested.
 - (3) *Notice.*
 - a. The applicant for a minor deviation must provide the written consent of the owner of any real property that would be affected by the deviation.
 - (4) *Decision.*
 - a. The administrator will approve, approve with conditions or deny the deviation. No public hearing is required.
 - b. The applicant must obtain the written consent of the owner of any real property be affected by the minor deviation. This includes any abutting property, unless the administrator determines that existing natural or man-made barriers or other factors resolve any potential impacts resulting from the deviation.
 - (5) *Approval criteria.*
 - a. The deviation shall not change any points of ingress or egress to the site or exceed the density.
 - b. The deviation shall not impair the purpose of the zoning district or any district regulations.
 - c. Any changes that might be affected by fire, building or health regulations must be reviewed and approved by the responsible agencies before any deviation is granted.
 - d. The administrator may require mitigation measures to address potential impacts arising from the deviation.
 - (6) *Subsequent applications.* No restriction.
 - (7) *Appeals.* See subsection [32.09.090\(e\)](#), appeals.
 - (8) *Scope of approval.* After a minor deviation is approved, the applicant may apply for a building permit or certificate of occupancy.
 - (9) *Recordkeeping.* The administrator and the applicant shall maintain a record of the minor deviation.
- (c) *Variances.*
- (1) *Applicability.*
 - a. This section authorizes the planning commission to grant a variance for the development of property if the variance is necessary:
 1. Prevent or to lessen any peculiar and exceptional practical difficulties, or exceptional and undue hardships, and

2. The difficulties or hardships would result from a strict application and enforcement of any provision of this title except the sign standards (see [chapter 32.10](#)).
 - b. A peculiar and exceptional practical difficulty or exceptional and undue hardship may result from the size, shape or dimensions of a site or the location of existing structures, or from geographic, topographic or other physical conditions on the site.
 - c. Cost to the applicant of strict compliance shall not be the sole reason for granting a variance.
 - d. Use variances are not allowed.
- (2) *Initiation.* The applicant files an application for a variance with the administrator. The variance request may be combined with the underlying application for which the variance is requested. However, the underlying application will not be approved until the variance is approved, unless it is possible to comply with the standards associated with the underlying application without the variance.
- (3) *Completeness.* See [section 32.03.030](#).
- (4) *Notice.* A notice setting forth the time, place and purpose of the hearing must be sent at least ten days before the hearing to:
- a. The applicant;
 - b. Each owner as listed on the county's assessor's records, of real property located within 500 feet of the property in question;
 1. The owner, as listed on the county assessor's records, of each of the 30 separately owned parcels nearest the property in question, to the extent this notice does not duplicate the notice given.
 - c. Each tenant of a mobile home park located within 100 feet of the property in question.
- (5) *Decision.*
- a. The planning commission will review the variance application at a public hearing.
 - b. The planning commission may:
 1. Grant the variance, which may be subject to conditions as provided in subsection 6 below; or
 2. Deny the variance, with or without prejudice; or
 3. Continue or table the application.
 - c. If an application is tabled or continued, the planning commission shall hold a new public hearing within 65 days after the application was filed with the planning commission, unless a longer time or a different process of review is provided in an agreement entered into pursuant to NRS 278.0201.
 - d. The planning commission may impose conditions on a variance to safeguard the public health, safety, morals and general welfare and to protect the interests of the persons residing or working in the surrounding areas.
- (6) *Findings for approval.* To approve or conditionally approve a variance, the planning commission must make findings of fact that:
- a. There are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not generally apply to other properties classified in the same zoning district;

- b. Strict interpretation and enforcement of the specified provisions would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district;
 - c. The variance will not constitute or grant a special privilege inconsistent with limitations on other properties classified in the same zoning district.
 - d. The variance will not substantially impair the public health, safety or welfare or materially injure properties or improvements in the vicinity.
 - e. The potential impairment of natural resources and the total population which available natural resources will support without unreasonable impairment has been considered.
 - f. The affect the availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities has been considered.
 - g. Public notice was given, and a public hearing held per the requirements of the development code and the Nevada Revised Statutes.
- (7) *Subsequent applications.* If the planning commission denies a variance, unless the denial is specifically stated to be without prejudice, a new application for a substantially similar variance may not be submitted for at least six months following the denial.
- (8) *Appeals.* See subsection [32.09.090\(e\)](#), appeals.
- (9) *Scope of approval.*
 - a. *Lapse of variance.*
 - 1. A variance automatically lapses and becomes void two years following the date on which the variance became effective, unless during this time a building permit is issued, and construction is commenced and diligently pursued toward completion on the site which was subject to the variance application.
 - 2. The administrator may renew the variance for an additional year if an application to renew the variance is filed with the administrator before the original expiration date.
 - b. *Revocation of variance.* A variance may be revoked by the planning commission for any of the following reasons:
 - 1. The recipient or his successor in interest violates any condition of the variance.
 - 2. The variance was granted on the basis of false statements or a fraudulent application.
 - 3. The variance becomes a public nuisance.
- (10) *Recordkeeping.* Within ten days after the planning commission's final action, the administrative secretary to the planning commission must notify the applicant and the city clerk in writing of that action, including any conditions the planning commission imposed.
- (d) *Waivers.*
 - (1) *Purpose.*
The purpose of the waiver is to provide relief with respect to specific areas of the city that have significant restraints that hinder development or redevelopment.
 - (2) *Applicability.*

- a. A waiver allows the full waiver of certain development standards where the strict adherence to the standards may be considered excessive due to the site location and/or nature of the proposed use.
- b. A waiver can be used only for the development standards in the areas of the City identified in Table 32.03.090-1 below.

Table 32.03.090-1 – Waivers Available

Area	Waivers Permitted
Downtown, specifically the area bordered by the railroad tracks to the north, Cedar Street to the south, Dallas Lane and Miller Lane to the west, and Hardie Lane to the east.	• Curb, gutter, and/or sidewalk • Parking (number of spaces) • Landscaping
US95A/Speedway Road industrial park	• Curb, gutter, and/or sidewalk • Landscaping
Industrial areas along Lyon Drive, Salvadore Drive, Resource Drive, and Industrial Drive	• Landscaping

- (3) Initiation/Application.
 - a. The applicant files an application for a waiver with the administrator. The waiver request may be combined with the underlying application for which the waiver is requested.
 - b. The submittal package for a waiver must include the following items:
 1. Application
 2. Fee
 3. All items required in the submittal checklist found in Appendix A of this Chapter.
 4. Written explanation of why the waiver is necessary and how it complies with the items listed in subsection 5 (below).
 5. Any other plans, renderings, reports, or other information necessary to support the waiver request.
- (4) Completeness
 - a. Applications are subject to Section 32.02.030 of this Chapter.
- (5) Notice.
 - a. No public hearing is required for the waiver itself.
 - b. If a waiver is combined with another application, the notice requirements for that application apply.
- (6) Approval Criteria/Findings. To approve of a waiver, the Planning Commission or City Council must make all of the following findings:
 - a. There is evidence of circumstances beyond the reasonable control of the property owner such as:
 1. Unusual size, shape, or topography of the site; and/or
 2. Existing conditions on the site that make complying with the code impractical; and/or

- 3. The site is somehow legally nonconforming.
 - b. The waiver does not impair the purpose of the zoning district.
 - c. The waiver does not impact any fire, building, or health codes.
 - d. The waiver is consistent with the Master Plan.
 - e. The waiver is necessary to preserve a substantial property right enjoyed by surrounding properties.
- (7) Decision.
 - a. Planning Commission shall approve all waivers except those combined with applications for which the City Council is the decision-making body.
 - 1. Planning Commission decisions may be appealed to the City Council per Section 32.03.090(f) of this code.
 - b. City Council shall approve waivers combined with Tentative Subdivision Maps.
 - 1. City Council decisions may be appealed per Section 32.03.090(f)(8).
 - c. City Staff and/or the approving body may include conditions and/or mitigation measures to address any potential impacts of the waiver.
- (8) Precedents.

The fact that a waiver for the same or similar use has been granted previously shall not establish a precedent. Each waiver is considered on a case-by-case basis.
- (9) Burden of Proof.

The applicant bears the burden of proof to establish that a waiver is warranted.
- (e) *Appeals.*
 - (1) *Applicability.*
 - a. This section applies to any decision of the planning commission, administrator, or any other person appointed or employed by the city council who is authorized to make administrative decisions regarding the use of land under this title.
 - b. An applicant or any person aggrieved may appeal a decision subject to subsection (1) appeal if they claim that:
 - 1. The intent of a standard in this title was incorrectly interpreted;
 - 2. This title does not apply;
 - 3. A better form of design is proposed that does not require a waiver of the requirements of this title; or
 - 4. The decision would violate state or federal law.
 - c. This section does not apply to a recommendation or other action or decision routinely reviewed by the city council.
 - d. The right to appeal to the city council is waived upon failure to comply with the procedures set forth in this section.
 - (2) *Initiation.*
 - a. The appeal is initiated by filing a written notice of appeal with the city clerk which identifies all pertinent issues within 11 days after the action or decision.
 - b. The mayor or any member of the city council may request review of a planning commission action or decision with a written notice to the city clerk or orally at a meeting of the city council. Any such notice must be made within 11 days after the action or decision.
 - (3) *Completeness.* See [section 32.03.030](#).
 - (4) *Notice.* No specific notice is required by this Code. The city will provide notice by mail or email to the applicants or aggrieved parties who request personal notice.
 - (5) *Decision.*

- a. The city clerk shall set the matter for public hearing at the next available regular meeting of the city council.
 - b. The city council shall review the matter de novo.
 - c. The city council may affirm, modify, remand for further consideration or reverse the action or decision.
 - d. The city council shall render its decision within 60 days after a complete appeal is filed.
- (6) *Approval criteria.* In deciding an appeal, the Fernley City Council will consider:
- a. The statement of purpose underlying the regulation of the improvement of land expressed in Nevada state law;
 - b. The plain language of the regulation and principles of interpretation in this Chapter and Nevada law; and
 - c. Any applicable requirements of state or federal law.
- (7) *Subsequent applications.* After the city council renders a final decision, the city will not consider an appeal involving:
- a. The same property and issues, including the same regulations of this title involved in the subject of the appeal; or
 - b. Any issues that could have been raised during the original appeal.
- (8) *Appeals.*
- a. The decision of the Fernley City Council is a final decision for the purpose of judicial review.
 - b. Any person who has appealed a decision to the governing body in accordance with this section and is aggrieved with the decision of the Fernley City Council may appeal the decision, pursuant to NRS ch. 278, to a court having competent jurisdiction by filing a petition for judicial review within 25 days after the date of filing of notice of the decision with the clerk of the Fernley City Council.
- (9) *Scope of approval.* Any permit or decision rendered under this chapter shall comply with any order of the city council, as modified or reversed by a final decision on judicial review.
- (10) *Recordkeeping.* The city clerk will maintain a record of all appeals as provided by the city Charter and Nevada law.

- 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 #347 BEING HEREBY PROPOSED on the 1st day of May, 2024.

BILL #347 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: _____ Date: _____
Kim Swanson, City Clerk

Sec. 32.03.090. - Modifications and appeals.

Purpose. The development review procedures in this section are intended to allow relief and flexibility in the development review process. Generally, it is the intent of the city to allow ~~significant~~ reductions or deviations from the minimum standards of this Code only in exchange for a higher level of quality development and compensating benefits.

- (a) *Summary table.* Table 32.03.090-1, summary of modification options, summarizes the principal tools that are available to provide relief from the strict application of the standards in this Code. The table includes procedures that allow reduction, adjustment, or exemption from certain code standards, and ~~any~~ applicable limitations.

Table 32.03.090-1 - Summary of Modification Options

Procedure	Decision Making Body	Description	Limitations
Major Deviation	Planning Commission	Allows major deviations from certain standards, see NRS 278.315.	Special exceptions greater than 10% and less than 50% from development standards that can be quantified, see Section 32.03.090.C.6.
Minor Deviation	Administrator	Allows minor deviations from certain standards, see NRS 278.319.	Special exceptions up to 10% from development standard that can be quantified, see Section 32.03.090.D.5.
Variances	Planning Commission	Allows deviation from any development standard (except allowable use).	Hardship must be demonstrated. See approval criteria in Section 32.03.090.E.6.
<u>Waiver</u>	<u>Planning Commission – when a stand-alone application or part of an Administrative Review or Conditional Use Permit</u> <u>City Council – when part of a Tentative Subdivision Map</u>	<u>Allows the complete waiving of certain development standards under unique circumstances</u>	<u>Available only for the following standards within predetermined portions of the City:</u> <u>Curb/gutter/sidewalk</u> <u>Parking</u> <u>Landscaping</u> <u>See Section 32.03.090(e).</u>

- (a) *Major deviations.* Authorized pursuant to NRS 278.315.

- (1) *Applicability.* This section authorizes the planning commission to approve (see NRS 278.315):

- a. Special exceptions greater than ten percent and less than 50 percent from requirements for land use in this title; or
 - b. Special exceptions from development standards that can be quantified.
 - c. This section does not authorize a use variance, or a deviation based on hardship or difficulty. However, an applicant may combine a request for a variance with a major deviation, and the city may process both applications concurrently. The section does not apply to parking or sign regulations of this title.
- (2) *Initiation.*
 - a. The applicant files an application for a major deviation with the administrator. The major deviation request may be combined with the underlying application for which it is requested. However, the underlying application will not be approved until the major deviation is approved, unless it is possible to comply with the standards associated with the underlying application without the major deviation.
- (3) *Completeness.* See [section 32.02.030](#).
- (4) *Notice.* A notice setting forth the time, place and purpose of the hearing must be sent at least ten days before the hearing to:
 - a. The applicant; and each owner, as listed on the county assessor's records, of real property located within 500 feet of the property in question;
 - b. Notify minimum of the 30 separately owned parcels nearest the property in question as listed on the county assessor's records; and
 - c. Notify each tenant of a mobile home park located within 500 feet of the property in question.
- (5) *Decision.*
 - a. The planning commission will review the major deviation at a hearing. The hearing is held within 65 days after the filing of the application, unless a longer time or a different process of review is provided in a development agreement.
 - b. The planning commission may:
 - 1. Grant the major deviation, which may be subject to conditions as provided in subsection (4);
 - 2. Deny the major deviation, with or without prejudice; or
 - 3. Continue or table the application.
 - c. If an application is tabled or continued, the planning commission shall hold a new public hearing within 65 days after the application was filed with the planning commission, unless a longer time or a different process of review is provided in an agreement entered into pursuant to NRS 278.0201.
 - d. The planning commission may impose conditions on a major deviation to safeguard the public health, safety, morals and general welfare and to protect the interests of the persons residing or working in the surrounding areas.
- (6) *Findings for approval.* If granting the approval of the major deviation, the planning commission must make findings that the proposed major deviation will be compatible with the existing or permitted uses of adjacent properties and is consistent with the City of Fernley Comprehensive Master Plan. The planning commission must conclude that:
 - a. The request is consistent with the stated purposes of [title 32](#), zoning;

- b. Granting the major deviation will not be materially detrimental to the public health, safety or welfare, or injurious to property or improvements in the vicinity;
 - c. Granting the major deviation is necessary for the preservation and enjoyment of a property right possessed by other property owners in the same vicinity and land use district and is denied to the property for which the major deviation is sought; and
 - d. Granting of the major deviation does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use district in which the property is located.
- (7) *Subsequent applications.* If the planning commission denies a major deviation, unless the denial is specifically stated to be without prejudice, a new application for a substantially similar major deviation may not be submitted for at least six months following the denial.
- (8) *Appeals.* See subsection [32.09.090](#)(e), appeals.
- (9) *Scope of approval.*
 - a. Lapse of major deviation.
 - 1. A major deviation automatically lapses and becomes void one year following the date on which the major deviation became effective, unless during this time a building permit is issued, and construction is commenced and diligently pursued toward completion on the site which was subject to the major deviation application.
 - 2. The administrator may renew the major deviation for an additional year if an application to renew the major deviation is filed with the administrator before the original expiration date.
- (10) *Revocation of major deviation.*
 - a. A major deviation may be revoked by the planning commission for any of the following reasons:
 - 1. The recipient or his successor in interest violates any condition of the approval.
 - 2. The approval was granted on the basis of false statements or a fraudulent application.
 - 3. The development as modified becomes a public nuisance.
- (11) *Recordkeeping.* Within ten days after the planning commission's final action, the administrative secretary to the planning commission must notify the applicant and the city clerk in writing of that action, including any conditions the planning commission imposed.
- (eb) *Minor deviations.*
 - (1) *Applicability.* This section allows deviations of less than ten percent from requirements for land use in this title. Does not apply to the sign chapter of this title.
 - (2) *Initiation.*
 - a. The applicant files an application for a minor deviation with the administrator. The minor deviation request may be combined with the underlying application for which the minor deviation is requested.
 - (3) *Notice.*
 - a. The applicant for a minor deviation must provide the written consent of the owner of any real property that would be affected by the deviation.
 - (4) *Decision.*

- a. The administrator will approve, approve with conditions or deny the deviation. No public hearing is required.
 - b. The applicant must obtain the written consent of the owner of any real property be affected by the minor deviation. This includes any abutting property, unless the administrator determines that existing natural or man-made barriers or other factors resolve any potential impacts resulting from the deviation.
- (5) *Approval criteria.*
- a. The deviation shall not change any points of ingress or egress to the site or exceed the density.
 - b. The deviation shall not impair the purpose of the zoning district or any district regulations.
 - c. Any changes that might be affected by fire, building or health regulations must be reviewed and approved by the responsible agencies before any deviation is granted.
 - d. The administrator may require mitigation measures to address potential impacts arising from the deviation.
- (6) *Subsequent applications.* No restriction.
- (7) *Appeals.* See subsection [32.09.090](#)(e), appeals.
- (8) *Scope of approval.* After a minor deviation is approved, the applicant may apply for a building permit or certificate of occupancy.
- (9) *Recordkeeping.* The administrator and the applicant shall maintain a record of the minor deviation.

(~~d~~c) *Variances.*

- (1) *Applicability.*
- a. This section authorizes the planning commission to grant a variance for the development of property if the variance is necessary:
 - 1. Prevent or to lessen any peculiar and exceptional practical difficulties, or exceptional and undue hardships, and
 - 2. The difficulties or hardships would result from a strict application and enforcement of any provision of this title except the sign standards (see [chapter 32.10](#)).
 - b. A peculiar and exceptional practical difficulty or exceptional and undue hardship may result from the size, shape or dimensions of a site or the location of existing structures, or from geographic, topographic or other physical conditions on the site.
 - c. Cost to the applicant of strict compliance shall not be the sole reason for granting a variance.
 - d. Use variances are not allowed.
- (2) *Initiation.* The applicant files an application for a variance with the administrator. The variance request may be combined with the underlying application for which the variance is requested. However, the underlying application will not be approved until the variance is approved, unless it is possible to comply with the standards associated with the underlying application without the variance.
- (3) *Completeness.* See [section 32.03.030](#).
- (4) *Notice.* A notice setting forth the time, place and purpose of the hearing must be sent at least ten days before the hearing to:
- a. The applicant;

- b. Each owner as listed on the county's assessor's records, of real property located within 500 feet of the property in question;
 - 1. The owner, as listed on the county assessor's records, of each of the 30 separately owned parcels nearest the property in question, to the extend this noticed does not duplicate the notice given.
 - c. Each tenant of a mobile home park located within 100 feet of the property in question.
- (5) *Decision.*
 - a. The planning commission will review the variance application at a public hearing.
 - b. The planning commission may:
 - 1. Grant the variance, which may be subject to conditions as provided in subsection 6 below; or
 - 2. Deny the variance, with or without prejudice; or
 - 3. Continue or table the application.
 - c. If an application is tabled or continued, the planning commission shall hold a new public hearing within 65 days after the application was filed with the planning commission, unless a longer time or a different process of review is provided in an agreement entered into pursuant to NRS 278.0201.
 - d. The planning commission may impose conditions on a variance to safeguard the public health, safety, morals and general welfare and to protect the interests of the persons residing or working in the surrounding areas.
- (6) *Findings for approval.* To approve or conditionally approve a variance, the planning commission must make findings of fact that:
 - a. There are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not generally apply to other properties classified in the same zoning district;
 - b. Strict interpretation and enforcement of the specified provisions would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district;
 - c. The variance will not constitute or grant a special privilege inconsistent with limitations on other properties classified in the same zoning district.
 - d. The variance will not substantially impair the public health, safety or welfare or materially injure properties or improvements in the vicinity.
 - e. The potential impairment of natural resources and the total population which available natural resources will support without unreasonable impairment has been considered.
 - f. The affect the availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities has been considered.
 - g. Public notice was given, and a public hearing held per the requirements of the development code and the Nevada Revised Statutes.
- (7) *Subsequent applications.* If the planning commission denies a variance, unless the denial is specifically stated to be without prejudice, a new application for a substantially similar variance may not be submitted for at least six months following the denial.
- (8) *Appeals.* See subsection [32.09.090\(e\)](#), appeals.
- (9) *Scope of approval.*

- a. *Lapse of variance.*
 1. A variance automatically lapses and becomes void two years following the date on which the variance became effective, unless during this time a building permit is issued, and construction is commenced and diligently pursued toward completion on the site which was subject to the variance application.
 2. The administrator may renew the variance for an additional year if an application to renew the variance is filed with the administrator before the original expiration date.
 - b. *Revocation of variance.* A variance may be revoked by the planning commission for any of the following reasons:
 1. The recipient or his successor in interest violates any condition of the variance.
 2. The variance was granted on the basis of false statements or a fraudulent application.
 3. The variance becomes a public nuisance.
- (10) *Recordkeeping.* Within ten days after the planning commission's final action, the administrative secretary to the planning commission must notify the applicant and the city clerk in writing of that action, including any conditions the planning commission imposed.

(d) Waivers.

(1) Purpose.

The purpose of the waiver is to provide relief with respect to specific areas of the city that have significant restraints that hinder development or redevelopment.

(2) Applicability.

- a. A waiver allows the full waiver of certain development standards where the strict adherence to the standards may be considered excessive due to the site location and/or nature of the proposed use.
- b. A waiver can be used only for the development standards in the areas of the City identified in Table 32.03.090-1 below.

Table 32.03.090-1 – Waivers Available

<u>Area</u>	<u>Waivers Permitted</u>
<u>Downtown, specifically the area bordered by the railroad tracks to the north, Cedar Street to the south, Dallas Lane and Miller Lane to the west, and Hardie Lane to the east.</u>	• <u>Curb, gutter, and/or sidewalk</u> • <u>Parking (number of spaces)</u> • <u>Landscaping</u>
<u>US95A/Speedway Road industrial park</u>	• <u>Curb, gutter, and/or sidewalk</u> • <u>Landscaping</u>
<u>Industrial areas along Lyon Drive, Salvadore Drive, Resource Drive, and Industrial Drive</u>	• <u>Landscaping</u>

(3) Initiation/Application.

- a. The applicant files an application for a waiver with the administrator. The waiver request may be combined with the underlying application for which the waiver is requested.
 - b. The submittal package for a waiver must include the following items:
 - 1. Application
 - 2. Fee
 - 3. All items required in the submittal checklist found in Appendix A of this Chapter.
 - 4. Written explanation of why the waiver is necessary and how it complies with the items listed in subsection 5 (below).
 - 5. Any other plans, renderings, reports, or other information necessary to support the waiver request.
- (4) Completeness
 - a. Applications are subject to Section 32.02.030 of this Chapter.
- (5) Notice.
 - a. No public hearing is required for the waiver itself.
 - b. If a waiver is combined with another application, the notice requirements for that application apply.
- (6) Approval Criteria/Findings. To approve of a waiver, the Planning Commission or City Council must make all of the following findings:
 - a. There is evidence of circumstances beyond the reasonable control of the property owner such as:
 - 1. Unusual size, shape, or topography of the site; and/or
 - 2. Existing conditions on the site that make complying with the code impractical; and/or
 - 3. The site is somehow legally nonconforming.
 - b. The waiver does not impair the purpose of the zoning district.
 - c. The waiver does not impact any fire, building, or health codes.
 - d. The waiver is consistent with the Master Plan.
 - e. The waiver is necessary to preserve a substantial property right enjoyed by surrounding properties.
- (7) Decision.
 - a. Planning Commission shall approve all waivers except those combined with applications for which the City Council is the decision-making body.
 - 1. Planning Commission decisions may be appealed to the City Council per Section 32.03.090(f) of this code.
 - b. City Council shall approve waivers combined with Tentative Subdivision Maps.
 - 1. City Council decisions may be appealed per Section 32.03.090(f)(8).
 - c. City Staff and/or the approving body may include conditions and/or mitigation measures to address any potential impacts of the waiver.
- (8) Precedents.

The fact that a waiver for the same or similar use has been granted previously shall not establish a precedent. Each waiver is considered on a case-by-case basis.
- (9) Burden of Proof.

The applicant bears the burden of proof to establish that a waiver is warranted.
- (e) *Appeals.*
 - (1) *Applicability.*

- a. This section applies to any decision of the planning commission, administrator, or any other person appointed or employed by the city council who is authorized to make administrative decisions regarding the use of land under this title.
 - b. An applicant or any person aggrieved may appeal a decision subject to subsection (1) appeal if they claim that:
 - 1. The intent of a standard in this title was incorrectly interpreted;
 - 2. This title does not apply;
 - 3. A better form of design is proposed that does not require a waiver of the requirements of this title; or
 - 4. The decision would violate state or federal law.
 - c. This section does not apply to a recommendation or other action or decision routinely reviewed by the city council.
 - d. The right to appeal to the city council is waived upon failure to comply with the procedures set forth in this section.
- (2) *Initiation.*
- a. The appeal is initiated by filing a written notice of appeal with the city clerk which identifies all pertinent issues within 11 days after the action or decision.
 - b. The mayor or any member of the city council may request review of a planning commission action or decision with a written notice to the city clerk or orally at a meeting of the city council. Any such notice must be made within 11 days after the action or decision.
- (3) *Completeness.* See [section 32.03.030](#).
- (4) *Notice.* No specific notice is required by this Code. The city will provide notice by mail or email to the applicants or aggrieved parties who request personal notice.
- (5) *Decision.*
- a. The city clerk shall set the matter for public hearing at the next available regular meeting of the city council.
 - b. The city council shall review the matter de novo.
 - c. The city council may affirm, modify, remand for further consideration or reverse the action or decision.
 - d. The city council shall render its decision within 60 days after a complete appeal is filed.
- (6) *Approval criteria.* In deciding an appeal, the Fernley City Council will consider:
- a. The statement of purpose underlying the regulation of the improvement of land expressed in Nevada state law;
 - b. The plain language of the regulation and principles of interpretation in this Chapter and Nevada law; and
 - c. Any applicable requirements of state or federal law.
- (7) *Subsequent applications.* After the city council renders a final decision, the city will not consider an appeal involving:
- a. The same property and issues, including the same regulations of this title involved in the subject of the appeal; or
 - b. Any issues that could have been raised during the original appeal.
- (8) *Appeals.*
- a. The decision of the Fernley City Council is a final decision for the purpose of judicial review.

- b. Any person who has appealed a decision to the governing body in accordance with this section and is aggrieved with the decision of the Fernley City Council may appeal the decision, pursuant to NRS ch. 278, to a court having competent jurisdiction by filing a petition for judicial review within 25 days after the date of filing of notice of the decision with the clerk of the Fernley City Council.
 - (9) *Scope of approval.* Any permit or decision rendered under this chapter shall comply with any order of the city council, as modified or reversed by a final decision on judicial review.
 - (10) *Recordkeeping.* The city clerk will maintain a record of all appeals as provided by the city Charter and Nevada law.
- ([Ord. No. 2020-005, § 1\(Exh. A\), 3-4-2020](#))



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 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: Receive/File

AGENDA ITEM:

(For Possible Action) Introduction and first reading of Bill # 349, regarding a proposed development code text amendment (CA24004) to Fernley Municipal Code §32.03.050(c) to extend the submission requirement for a temporary use permit from seven days prior to thirty days prior to the requested date of the start of the proposed temporary use.

AGENDA ITEM BRIEF:

Item introduction and first reading for a staff-requested amendment to the municipal code that will change the required submission date of a temporary use permit application from seven to thirty days prior to the start of the requested temporary use.

RECOMMENDED MOTION:

None

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:

Note:

Though no motion is required, Council may make request changes to the bill as put forth, request staff provide specific information, or make any other motion consistent with Fernley City Council Rules of Procedure.

BACKGROUND:

Fernley Municipal Code requires a temporary use permit for special events and also requires the applicant to submit the application at least 7 days prior to all temporary uses. City of Fernley Planning Department has been working to streamline the process to obtain a temporary use permit and hopes to set up the process and the Planning Department as a one-stop shop for all temporary use permit needs.

To hold a special event in City of Fernley, in addition to obtaining a temporary use permit, applicants may additionally need to fill out and pay for separate applications with the City of Fernley Public Works Department (if the event will be held on City property), the City of Fernley Business License Department (if the event will be selling anything), and North Lyon County Fire Protection District. As part of those application processes, the applicant is also expected to contact the City of Fernley Building Department (for carnivals, tents, and other structures), the Lyon County Sheriff NHP (for crowd and/or traffic control), the Nevada Department of Transportation (for parades or other things that may occupy NDOT's right-of-way), the State of Nevada Health Department (if selling or serving food), and others.

The process as it currently exists is cumbersome; Planning Department wants to cut down the amount of running around, additional fees, and chaos required to hold a special event in Fernley. To allow time for routing through all these separate departments and agencies, rather than require our citizens and community stakeholders to do it, we need more time than the 7 days we allot for the other types of temporary use permits that only Planning Department processes.

Planning Commission voted unanimously to recommend City Council approve this amendment on April 10, 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

Specific

[NRS §268.014](#) - Codification of ordinances; publication of code

[FMC §1.01.03](#) - Official Municipal Code, Amendments

[FMC §32.03.050\(c\)](#) - Entitlements, Temporary use permits

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Bill # 349 for CA24004
2. Code Amendment Suggestion

BILL #349
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING FERNLEY MUNICIPAL CODE SECTION 32.03.050(c)(2) FOR THE INITIATION OF TEMPORARY USE PERMITS TO REQUIRE SUBMITTAL OF A TEMPORARY USE PERMIT APPLICATION FOR A SPECIAL EVENT 30 DAYS PRIOR TO THE START OF THE SPECIAL EVENT AND OTHER MATTERS PROPERTY RELATED THERETO.

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

- Section 1.** Fernley Municipal Code Section 32.03.050(c)(2) is hereby amended as follows:
"Initiation. The applicant files an application for a temporary use permit with the administrator. Temporary use permits for special events should be submitted to the administrator at least thirty days prior to the requested date of the proposed special event. All other temporary use permit applications should be submitted to the administrator at least seven days prior to the requested date of the proposed temporary use Both temporary use permit application types shall be accompanied by the associated fee as established by resolution of the City Council."
- 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 purpose in the interest of public health, safety, welfare, and convenience.
- Section 6.** If 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 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 # 349 BEING HEREBY PROPOSED on the 1st day of May 2024.

BILL # 349 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 15th day of May 2024, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

(a) *Administrative review.*

Purpose: Administrative review determines whether the proposed use, building, structure addition or change to any building, structure or use will conform to the city's zoning code, building and fire codes and other applicable ordinances and requirements. Administrative Review insures the development of an aesthetically acceptable and well-ordered community serving the interests of public health, safety and general welfare.

(1) *Applicability.* Administrative review is required:

- a. Where indicated in the use table;
- b. For any public facility, commercial, industrial or multifamily (three units or more) construction or addition when a conditional use permit is not required or
- c. Where specifically required in this title.

(2) *Initiation.* The applicant files an application for administrative review with the administrator.

(3) *Completeness.* See section 32.03.030.

(4) *Notice.* Not required.

(5) *Decision.*

- a. Within 30 days from the date the administrative review application is deemed complete:
 1. The administrator shall review the application for compliance with this title; and
 2. The administrator shall approve, conditionally approve or deny the administrative review application; and
 3. If the application is approved or conditionally approved, the administrator shall submit to the applicant a letter and conditions of approval relative to the administrative review.
- b. Issuance of the administrative review does not occur until all the conditions of approval are satisfied.
- c. If the conditions of approval are not satisfied within two years of the date of the letter from the administrator, or within another specified time limit stated as a condition of approval, the approval is automatically rescinded.

(6) *Approval criteria.* The administrative review application shall comply with all applicable requirements of this title, including the following:

- a. The proposed development shall not create unsafe traffic conditions or cause a reduction in the level of service on surrounding streets, taking into consideration:
 1. Any change in traffic conditions on abutting streets created by additional trips generated by the proposed development;

2. The layout of the site with respect to locations and dimensions of vehicular and pedestrian entrances, exits, drives, walkways and fire-department access lanes;
3. The arrangement and adequacy of off-street parking facilities to prevent traffic congestion;
4. The location, arrangement and dimensions of truck loading and unloading facilities;
5. The surfacing and lighting of off-street parking;
6. Design of proposed building; and
7. Location of refuse storage and disposal facilities.

(7) *Subsequent applications.*

- a. An administrative review permit may be amended if:
 1. A condition of approval cannot be met;
 2. There are substantial changes in the project; or
 3. The administrator determines that proposed changes to an approved project will impact surrounding properties.
- b. Amendments to administrative reviews must follow the same procedure as a new application, including the application fee and information required by the appendices to this code.

(8) *Appeals.* See subsection 32.09.090(e), appeals.

(9) *Scope of approval.*

- a. *Administrative review certificate.* After the applicant satisfies the conditions of approval, the administrator will issue a certificate indicating that the conditions are satisfied.
- b. *Responsibility.* The property owner shall comply with and maintain the conditions of approval of an administrative review permit. An administrative review runs with the land, subject to termination in accordance with the procedures in this section.
- c. *Modifications.* In issuing building permits, the administrator may approve minor adjustments of the location and/or dimensions of buildings, parking areas and roadways if they do not change any points of ingress or egress to the site or reduce the parking or landscaping requirements to less than the minimum required by this title. No modification of an approved application can be approved unless specifically provided in writing.
- d. *Expiration of administrative review.*
 1. An applicant has one year to establish the permitted use after the administrative review is approved.
 - 2.

If the permitted use is not established or construction to accommodate that use begun and diligently pursued during this time, the administrative review or administrative review permit becomes null and void. If the use is established during this time, the administrative review permit is valid until revoked unless there is a specific expiration date.

3. The administrator may extend the expiration date for up to one year if:

A. The applicant files a written request, which includes the current status of the project, with the administrator before the approval expires.

(10) *Revocation.*

a. The administrator may revoke an administrative review if:

1. The permit holder violates any condition of the permit;
2. The permitted use becomes a public nuisance; or
3. The permit was granted on the basis of false statements or fraudulent application.

b. If the administrator has reason to believe that an administrative review permit is subject to revocation, the administrator may institute proceedings to revoke the permit.

(11) *Recordkeeping.* The administrator and the applicant shall maintain a record of the administrative review and administrative review permit.

(b) *Conditional use permit.*

Purpose: This subsection promotes the public health, safety and general welfare by providing for special safeguards in the location and design of certain uses in certain zoning districts, and by allowing for minor adjustments in the impact of some regulations as specifically provided elsewhere in this title.

(1) *Applicability.*

a. This subsection applies to:

1. Any use designated as a conditional use in the use table (chapter 32.06); or
2. Any other situation where this title requires conditional use approval.

b. This section does not authorize a use variance, or a deviation based on hardship or difficulty. However, an applicant may combine a request for a variance with a conditional use permit, and the city may process both applications concurrently.

c. A conditional use permit application may be processed concurrent with a zoning map amendment (rezoning) application.

d. Multiple applications submitted for a single development project may be processed concurrently to allow for an expedited review and processing schedule for a project. The time frame and approval process for a consolidated application shall follow the longest time frame and approval process required from among the multiple applications. For

example, multiple applications for zoning map amendment and conditional use permit may be processed concurrently, in which case both applications would be considered based on the more extensive zoning map amendment procedure, and the city council would be the final decision body on both applications unless otherwise provided by law.

(2) *Initiation.* The applicant files an application for a conditional use permit with the administrator.

(3) *Completeness.* See section 32.03.030.

(4) *Notice.* See NRS 278.315 and chapter 32.03.

(5) *Decision.*

a. For purposes of this section, the approving agency for a conditional use permit is:

1. The planning commission; or
2. The city council if the planning commission's decision is appealed.

b. The planning commission will hold a public hearing within 65 days after the application is filed, unless a longer time or a different process of review is provided in a development agreement (see NRS 278.0201).

c. The planning commission shall:

1. Approve the conditional use permit;
2. Approve the conditional use permit with conditions;
3. Deny the conditional use permit, with or without prejudice;

d. The approving agency may impose conditions on the conditional use permit to safeguard the public health, safety, morals and general welfare. The conditions may address, but are not limited to, compatibility, site design, architecture, landscaping, building materials, access, internal circulation, lighting, signage, parking, operation of the use, the mitigation of potential impacts, and any other criteria permitted by state law.

e. An application may be tabled or continued so long as a new public hearing is held within 65 days after the application is heard, unless a longer time or a different process of review is provided in a development agreement (see NRS 278.0201 and NRS 278.315.2).

f. Within ten days after final action and at the conclusion of any appeal period, the planning commission's administrative secretary or the city clerk will notify the applicant in writing of that action, including any conditions imposed by the planning commission or city council. The planning commission's administrative secretary must also notify the city clerk's office if the planning commission takes final action.

g. After a conditional use is approved, the administrator shall issue the permit when all conditions of approval, except for continuing conditions, are satisfied.

(6) *Findings for approval.*

- a. The approving agency must make findings that the proposed conditional use will be in compliance with the master plan;
- b. The conditional use will be compatible with the existing or permitted uses of adjacent properties;
- c. The potential impairment of natural resources and the total population which the available natural resources will support without unreasonable impairment;
- d. The availability of and need for affordable housing in the community, including affordable housing that is accessible to persons with disabilities;
- e. The conditional use permits impacts have been conditioned to address identified impacts; and
- f. Public notice has been given and a public hearing held per the requirements of the development code and the Nevada revised statutes.

(7) *Amendments.*

- a. A conditional use permit must be amended if:
 - 1. One or more of the conditions of approval cannot be met;
 - 2. There are substantial material changes in the project; or
 - 3. The Administrator determines that proposed changes to an approved project will materially impact surrounding properties.
- b. Amendments to conditional use permits must follow the same procedure as for a new application.

(8) *Appeals.* See subsection 32.09.090(e), appeals.

(9) *Scope of approval.*

- a. *Compliance certificate.* After the applicant satisfies the conditions of approval, the administrator will issue a certificate indicating that the conditions are satisfied.
- b. *Responsibility.* The property owner is responsible for compliance with and maintenance of the conditions of approval of a conditional use permit for a particular use on a particular piece of property.
- c. *Duration.*
 - 1. A conditional use permit runs with the land, subject to termination in accordance with the procedures set forth in this section.
 - 2. Upon cessation of an established use for which a conditional use permit has been issued, the approved conditional use permit and any conditions thereto shall run with the land for a period not to exceed one year from the date the business license associated with the use expires.

3. A conditional use permit issued by the administrator is valid until revoked, unless it contains a specified expiration date.
 4. If a final subdivision map is recorded on any portion of a project while a conditional use permit for the project is in effect, the use of that portion of the project is considered established, even if construction has not taken place, unless the subdivision map is amended or reverted to acreage.
- d. *Rescission.* If any conditions of approval (other than continuing conditions) are not satisfied within one year after final action is taken, or within another time limit specified in the permit, the approval is automatically rescinded.
- e. *Expiration of an approved conditional use permit.*
1. An applicant has one year to establish the permitted use after the conditional use permit is approved.
 2. If the permitted use is not established or construction to accommodate that use begun and diligently pursued during this time, the conditional use permit becomes null and void. If the use is established during this time, the conditional use permit is valid until revoked unless there is a specific expiration date.
 3. The approving agency may extend the expiration date for up to one year if:
 - A. If a permit holder is unable to establish the permitted use or begin construction to accommodate it within one year or the time specified in the conditional use permit, the approving agency may extend the expiration date. The extension may not exceed one year beyond the original expiration date. To obtain an extension, the applicant must submit a written request to the approving agency before the permit expires.
- f. If the administrator has reason to believe that a conditional use permit is subject to revocation, the administrator may institute proceedings to revoke the permit. Before revoking any conditional use permit, the body which approved it must hold a public hearing as provided in this chapter.
1. The administrator may revoke a conditional use permit if:
 - A. The permit holder violates any condition of the permit;
 - B. The permitted use becomes a public nuisance; or
 - C. The permit was granted on the basis of false statements or fraudulent application.
- (10) *Recordkeeping.* The administrator and the applicant shall maintain a record of the conditional use permit.
- (c) Temporary use permits.
- (1) *Applicability.*

- a. Where indicated in the use table; or
 - b. Where specifically required in this title.
- (2) *Initiation.* The applicant files an application for temporary use permit with the administrator. **Temporary use permits for special events should be submitted to the administrator at least thirty days prior to the requested date of the proposed special event. All other temporary use permit applications should be submitted to the administrator at least seven days prior to the requested date of the proposed temporary use.** ~~and~~ Both temporary use permit application types shall be accompanied by the associated fee as established by resolution of the ~~Ceity~~ **City** Council.
- (3) *Completeness.* See section 32.03.030.
- (4) *Notice.* Not required.
- (5) *Decision.*
- a. The administrator shall review the application for compliance with this title; and
 - b. The administrator shall approve, conditionally approve or deny the temporary use permit application; and
 - c. If the application is approved or conditionally approved, the administrator shall submit to the applicant a letter and conditions of approval relative to the temporary use permit.
- (6) *Approval criteria.*
- a. Temporary use permits may be approved by the administrator only upon a finding that all of the following criteria have been met:
 - 1. The proposed temporary use will be located, operated, and maintained in a manner consistent with the policies of the comprehensive plan and the provisions of this code;
 - 2. Approval of the application will not be detrimental to property or improvements in the surrounding area or to the public health, safety, or general welfare; and
 - 3. The proposed temporary use complies with all applicable standards of this code unless otherwise expressly stated.
 - b. In approving a temporary use permit, the administrator (or, upon appeal, the planning commission) may impose conditions, stipulations, or limitations as are deemed necessary to ensure that the activity will be consistent with this section and the proposed temporary use. Such conditions may include, but are not limited to the following:
 - 1. Provision for temporary parking facilities, including vehicle ingress and egress;
 - 2. Measures to prevent or reduce nuisance factors such as glare, excessive illumination, noise, vibration, smoke, dust, dirt, odors, gases, and heat;
 - 3. Regulation of placement, height, size, and location of structures, facilities, landscaping and equipment, including provision for buffering and separation;
 - 4. Provision for sanitary facilities and for waste collection and disposal;
 - 5. Measures to promote safety and security;

6. Regulation of signs and other attention-gaining devices;
 7. Regulation of operating hours and duration of the temporary commercial use;
 8. Regulation of the hours and duration of set-up and dismantling activities;
 9. Compliance with applicable provisions of the Fernley Municipal Code (FMC);
 10. Any other conditions that will ensure the operation of the proposed temporary use is conducted in an orderly, efficient manner and in accordance with the intent and purpose of this code.
- (7) *Subsequent applications.* Amendments to temporary use permits must follow the same procedure as a new application, including the application fee and information required by the appendices to this Code.
- (8) *Appeals.* See subsection 32.09.090(e), appeals.
- (9) *Scope of approval.*
- a. *Responsibility.* The holder of a temporary use permit shall be responsible for leaving the property free of debris, litter, or other evidence of the temporary use immediately upon completion or removal of the use. If the holder of the temporary use permit is not the record owner of the property, the holder and the property owner(s) are jointly and severally responsible for compliance with this subsection.
 - b. *Time limits.* Temporary use permits shall be valid for a period of time, not to exceed 30 days, unless a longer period of time is specified in the code.
 - c. *Lapse of approval.* A temporary use permit shall lapse if not used within the dates approved.
 - d. *Complaints regarding approved temporary use permits.* Complaints regarding approved temporary use permits shall be processed in accordance with the provisions in chapter 32.05, violations, enforcement, and penalties.
- (10) *Revocation.* A temporary use permit may be revoked or modified by the administrator, upon notice to the permit holder, if the director finds that:
- a. The permit was obtained by misrepresentation or fraud;
 - b. The activity is not in compliance with the permit or any condition of approval;
 - c. The use to be allowed by means of the permit is conducted in violation of any applicable statute, ordinance, or regulation; or
 - d. The permit is being employed to circumvent the limitations of this Code.
- (11) *Recordkeeping.* The administrator and the applicant shall maintain a record of the temporary use permit.

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~ Ordinance reference to be updated by City Clerk when adopted.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Casey Kasten

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

100-413-322

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Discussion and Possible action to approve the agreement for the installation of public art during the Murals, Music & Margaritas Festival, and the allocation of \$ funds from the Arts and Culture budget.

AGENDA ITEM BRIEF:

The Fernley Aces (Arts & Culture Event Squad) has identified several walls to install the murals that are on City property at In-Town Park. Staff is requesting Council approval of the public art agreement and installation of the proposed public art during the Murals, Music, & Margaritas Festival, and the allocation of funds from the Arts and Culture budget.

RECOMMENDED MOTION:

"I move to approve the installation of the proposed public artwork and agreement with Fernley Aces (Arts & Culture Event Squad) for the Murals, Music, & Margaritas Festival at In-Town Park. And I move to approve the allocation of \$8,000 from the Arts and Culture budget for the event."

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 may ask for more information or approve a portion of public artwork and not approve others. Council may approve less than the \$8,000 requested.

BACKGROUND:

In 2021, The City Council approved a contract between the City of Fernley and Sierra Arts Foundation to launch the first annual Murals, Music, and Margaritas Festival. In 2023, the Fernley ACES (Arts and Culture Event Squad) took ownership of the Murals, Music, and Margaritas Festival. This event continues to grow into a successful event for the City of Fernley and aligns with the mission of the Arts and Culture Task Force to increase community engagement, improve the economy and give the City an artistic identity. The Fernley ACES (Arts and Culture Event Squad) has identified several locations, including a tumbleweed mural on the In-Town Park south-facing bathroom wall, a youth positive scene mural on the In-Town Park west-facing bathroom wall, and a vibrant color freestyle mural on the In-Town Park concession stand's east-facing wall, for this year's event's murals. The Fernley ACES (Arts and Culture Event Squad) are also requesting \$8,000 from the City of Fernley Arts and Culture budget to help pay for the artists and additional mountain murals on the Highway 95A west-facing sound wall. Homeowners have been contacted and signed agreements to allow the art to be installed on their property.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

Approved in the FY23/24 budget.

ATTACHMENTS:

1. Eric Brooks Presentation final
2. CoF ACES agreement MMM 24 (2) rev

NOON-10:30 PM

**MAY
18
2024**

**10 CENTER STREET
FERNLEY, NV
BLOCK PARTY**

**FERNLEY
ACES MUSIC • MURALS
& MARGARITAS**
ARTS & CULTURE EVENT SOCIETY

FUN FOR THE WHOLE FAMILY!

FREE ADMISSION

LIVE MUSIC | ENTERTAINMENT | FOOD TRUCKS

MARGARITAS | ART | VENDORS

ART ATTACK

In Town Park

Mural Presentation

- Leire Urbeltz-Spain
- Prism AG-Mexico
- T. Hammond-Reno

US HWY 95A N

- Zoe & Jaimie Daniels
- J. Charboneau
- Anthony Ortega

Main Street Art Park

- Chad Rice-Sculpture

Leire Urbeltz - Spain

- Leire Urbeltz is a doctoral candidate in the Contemporary Art Research program at the University of the Basque Country. She has studied Creative Illustration and Visual Communication Techniques at the Eina School in Barcelona.
- She has a master's degree in Illustrated Children's Albums from Casa del Lector-Matadero Madrid.
- She is currently pursuing her doctorate in Basque Studies at the University of Nevada, Reno.





**In Town Park
South facing
bathroom wall.**

Leire would like to
paint a tumbleweed
rolling through the
fields with the iconic
Nevada mountains.





Prism AG - Mexico

- Prism is a Mexican visual artist who specializes in street art. She is a graduate of the Bachelor of Arts at the University Autonoma de Morelos in Mexico, where she also studied a Certificate Program in Art Projects. She has participated in mural festivals in Nevada and Mexico. She has also collaborated with agencies such as ADIDAS, UNHCR and the UN Refugee Agency. Her work comes mainly through murals, paste ups and illustrations.





**In Town Park
west facing
wall of the
bathroom.**

Prism would like
to paint a youth
positive scene
reflecting both
the skate park
and baseball
field.



One of the most important ways that female role models can inspire girls to play sports is by increasing their visibility and representation in the world.





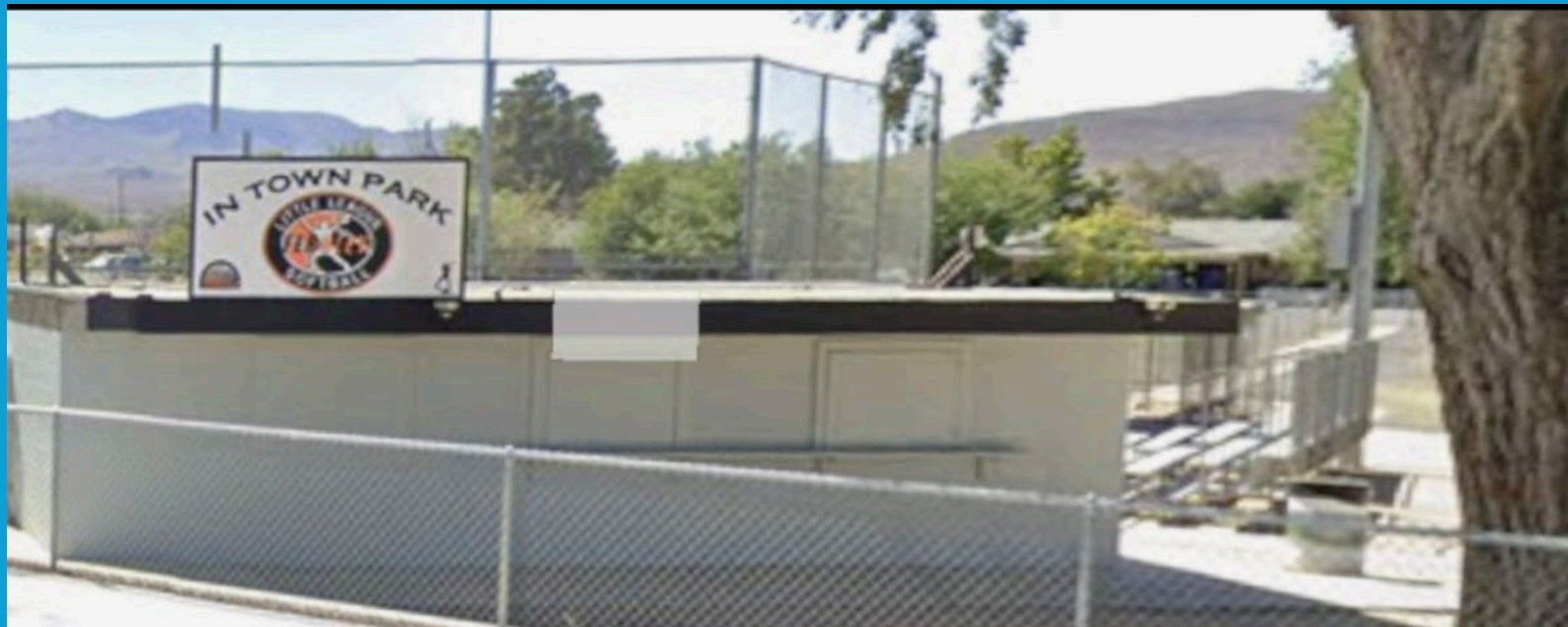
Terrance Hammond aka Doomed Movement

- Terrance is a 25-year-old street artist, illustrator, and creator from Reno, Nevada. He is a graduate of the University of Nevada, Reno. He has painted murals throughout Nevada and has traveled extensively around the world in his pursuit of inspiration. He uses spray paint to illustrate flowers, characters, graffiti letters, graphics, and surrealistic nature pieces.

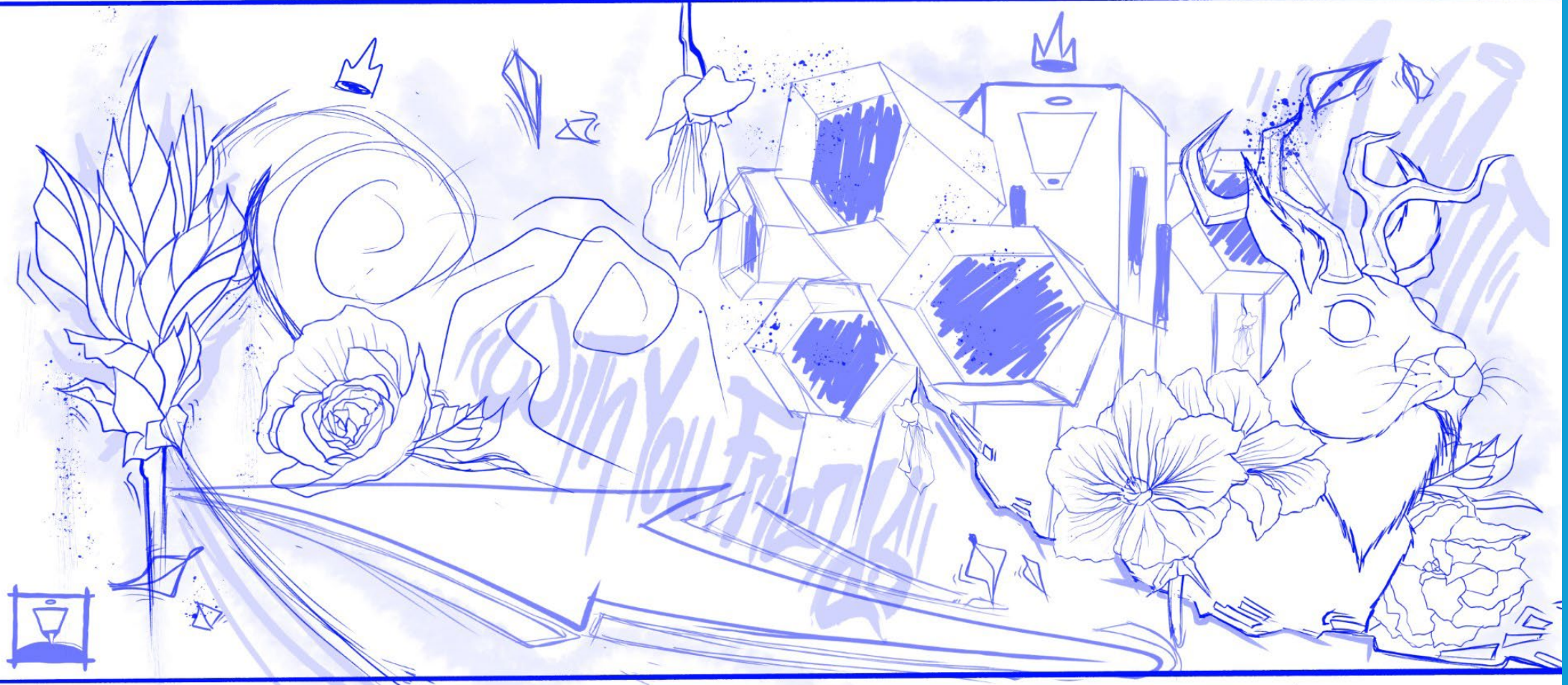
In Town park concession stand, east facing wall.

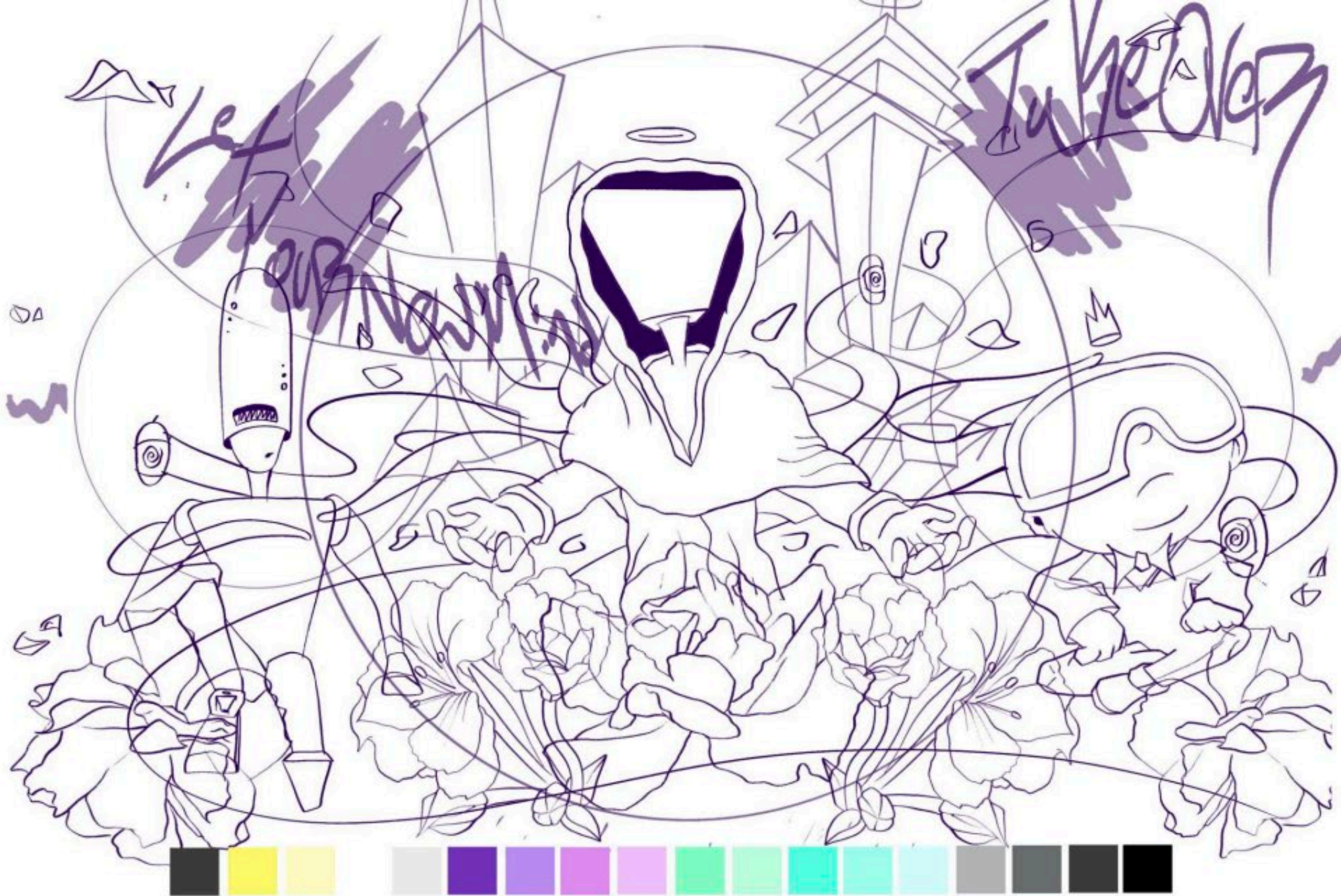
Terrance would like to paint a mural to amplify the park with a cohesive and illustrative piece of art. The concept is a freestyle mural with vibrant colors that brings life and energy to the In Town Park concession stand.

“With You Friends” symbolizes friendship and comradery through florals, creatures, and messaging. The colors will be earthy with bright accents to make the imagery pop. This artwork will inspire the community with imagination and build a sense of pride for park visitors.



"With You Friends"













Zoe & Jaimie Daniels

Zoe

- Born and raised in Fernley, she's a creative Fernley High School student with a variety of talents.
- She's 17 years old and enjoys watercolor painting, drawing, creating crochet animals, and has a passion for acting and theater.
- She has participated and performed in theatrical competitions the last 3 years under the direction of the high school drama teacher

Jaimie

- Jaimie grew up in South Lake Tahoe, surrounded by natural beauty which gave her an appreciation for the mountains and the environment.
- She has a degree in Conservation Biology from UNR and is a multi-disciplinary artist.
- She's lived in Fernley for nearly 20 years, the last 2 years, volunteering for the Fernley ACES to bring arts and culture to Fernley.
- As longtime Fernley residents, both Jaimie and Zoe have a love for this beautiful city and look forward to adding to the artistic landscape.

Zoe & Jaimie are proposing to be one of 3 artists painting a connecting mountain along 9 panels of west facing sound wall on Highway 95A North @ Shadow Lane.





Anthony Ortega

- Anthony Ortega is a fine artist and tattoo artist based out of Reno, Nevada.
- He has 12 years of professional tattooing experience, and large-scale art installations.
- When he is not doing something art related, he can be found spending time with his family and catching weird animals in the wild.







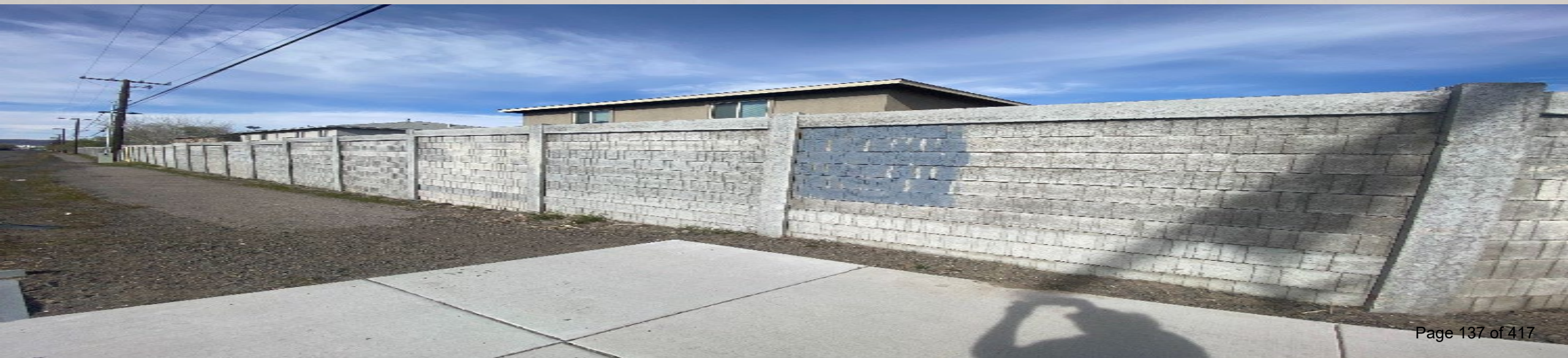
J. Charboneau

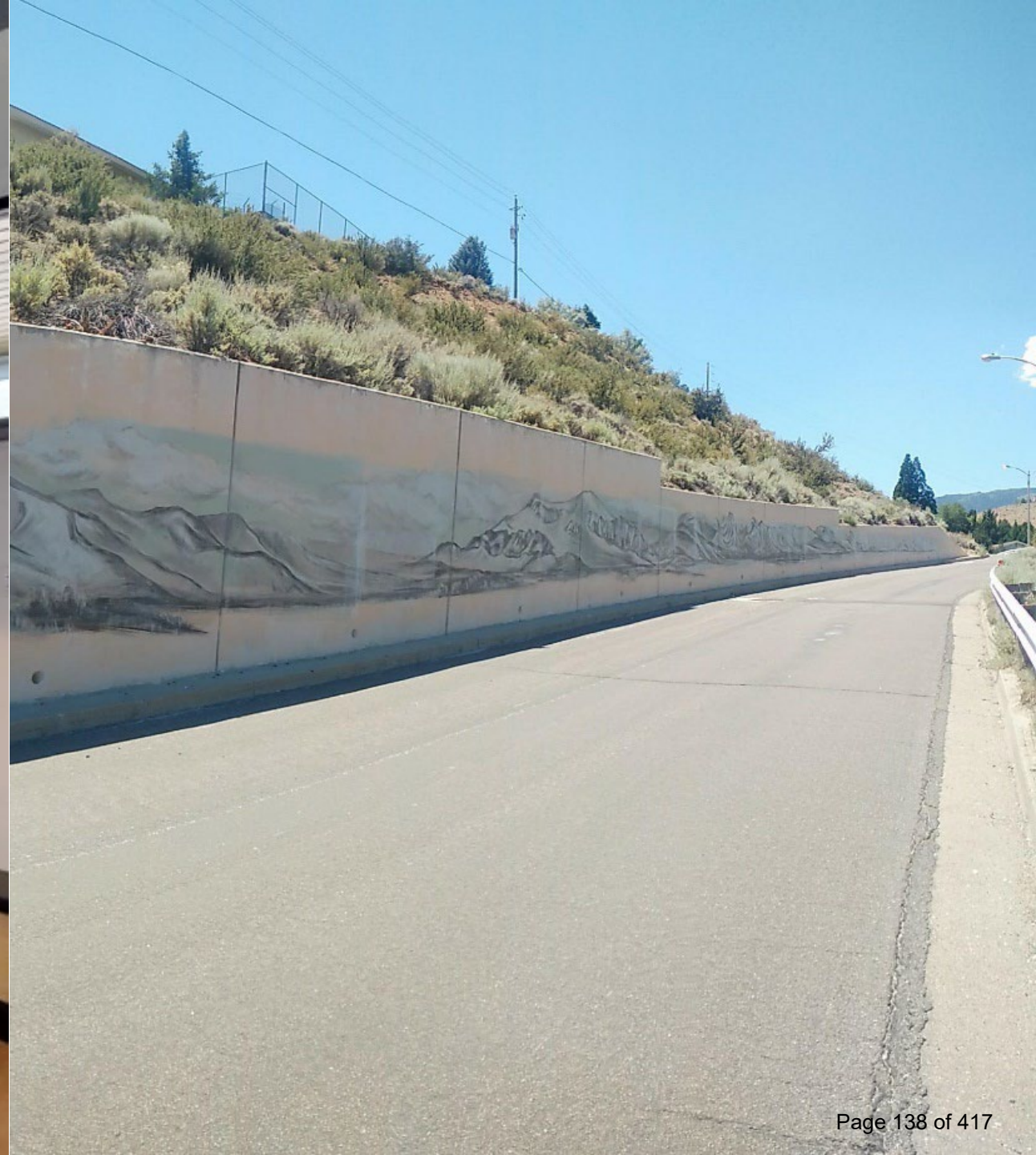
- An ambitious creative with roots in Minneapolis, Jennifer Charboneau completed her Fine Art Painting degree in 2008.
- She has traveled to 21 different countries living as a nomadic painter and muralist for over 5 years.
- The creative energy in Reno-Tahoe and the expansive landscapes of the region have inspired her to make Reno home.





Fernley View Mike
Trail



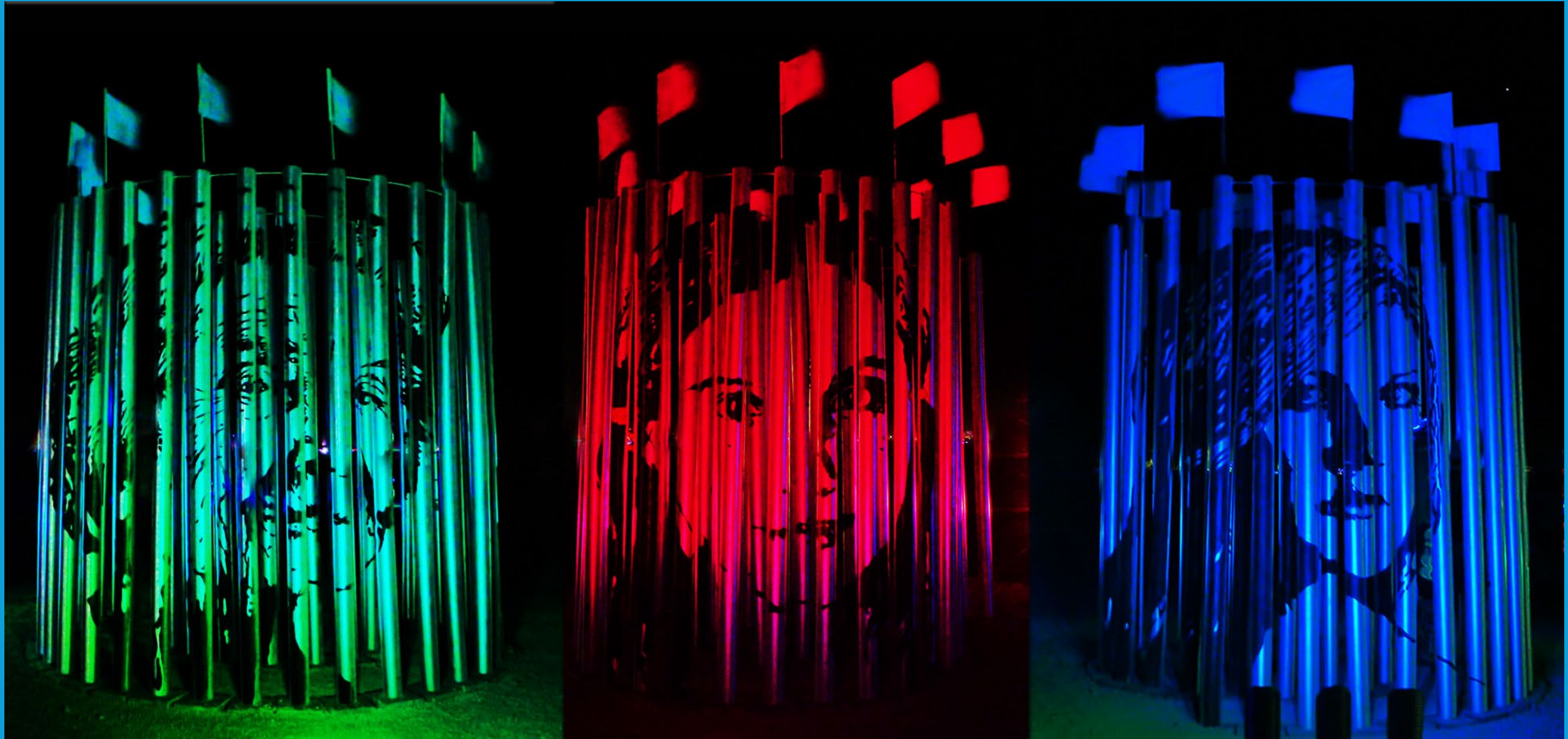


Chad Rice – Main Street Art Park Sculpture



Turn Turn Turn

- *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.





Thank you for
considering bringing
More Art to Fernley, NV!





Dana Uhlhorn
40 N. Center Street
Fernley, NV 89408

danamuhlhorn@yahoo.com

This agreement between Fernley ACES Arts and Culture Event Squad (ACES) and City of Fernley, 595 Silver Lace Blvd, Fernley, NV 89408 is entered into for the purpose of facilitating mural art during the *Fernley Music, Murals and Margarita Festival*. Painting will begin on or before May 11, 2024, and murals will be completed by May 19, 2024. The responsibilities of each party are as follows:

Sierra Arts Responsibilities:

- Coordinate with artists, property owner and business to select artistic design.
- Publicly promote the venue/business on the ACES website before, during and after the event
- Provide insurance for artists while on site. Proof of insurance is required prior to starting.
- Provide artist supplies, including paint, scaffolding and/or scissor-lift.

Venue/Business Owner Responsibilities:

- Allow permission and access for artists to paint an approved mural on/at _____. The building/business owner must maintain the mural for three years. In the event that the mural is to be demolished or painted over, the owner must notify ACES, in writing, 90 days prior to the removal of the mural. ACES has 30 days to respond. If it is a mural on a wall that can be relocated, ACES and/or the artist can propose, at their expense, to have it moved within a reasonable time. Should the artist/ACES choose not to move it, the owner reserves the right to paint over/remove/demolish the mural.

Miscellaneous:

- Artists will create a design concept and sketch that must be approved by ACES and the building/business owners prior to the start of any work.
- The mural cannot contain gratuitous violence, racism, bigotry, inappropriate, indecent, obscene, hateful, tortuous, defamatory, or libelous content. The mural must not contain material that is unlawful, in violation of the laws or regulations in Nevada.
- The artist shall have no right to a claim of loss or damage in the event that the wall upon which the mural is located is removed, destroyed, demolished, or painted over.
- The owner will not have to compensate the artist or ACES in any way for the mural.

Date: _____

Date: _____

Fernley ACES

Mayor Neal McIntyre, City of Fernley



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 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:

(For Possible Action) 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.

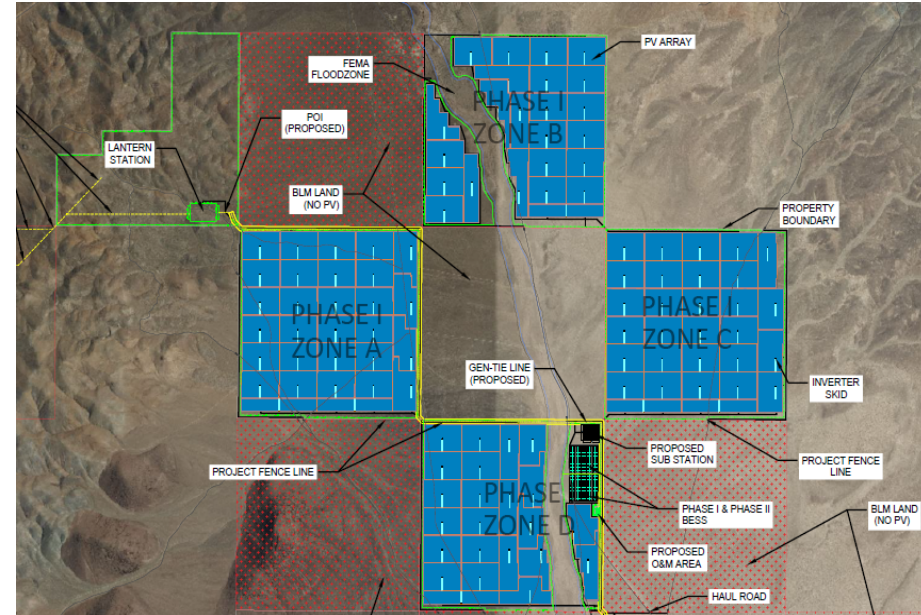
Sierra Solar in Relation to Fernley



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: May 1, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Benjamin Marchant, City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: Adopt in
FY24/25

No:

FUND/ACCOUNT:

Multiple

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Discussion and Possible Action to approve the 2024 City of Fernley Compensation Plan

AGENDA ITEM BRIEF:

In December 2023, Human Resources Manager Mitzi Carter completed a market wage and compensation comparative survey for all employed positions within the City of Fernley. The results indicate that one of the reasons for high turnover for certain positions is due to below-market compensation rates. It is in the best interest of the employer to get the best value for the services it procures. However, providing below market wages may actually increase the total cost of human resources to the employer in terms of money, time and productivity and so diminish the value of the investment overall. The costs of recruitment, training, vacancy gaps, loss of institutional knowledge, and employee morale have a compounding effect for the toll it takes on the organization. At the April 4th City Council Budget Meeting, Council directed staff to provide documentation. Documentation attached.

RECOMMENDED MOTION:

"I move to approve the 2024 City of Fernley Compensation Plan."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The council may direct staff to provide more information.

BACKGROUND:

The City of Fernley seeks to provide the highest quality of service for the lowest cost possible. The investment in human resources is the largest part of the municipal budget. The City seeks to recruit the most qualified and best fit for each position that it seeks to fill. The ideal employee brings a high level of knowledge, work ethic, integrity and intelligence to the position for which they are hired. As the employer, the City also hopes to continue increasing the value of the employee to meet the City's needs through training, experience and knowledge of the particular circumstances, codes and practices of the City. The best employees add value to the employer with their accrued knowledge and experience with longevity.

Employee turnover imposes many different costs and consequences on the employer. There are direct monetary costs for advertising, recruiting, hiring and training a new employee. There are also indirect costs for the potential income that is lost from the slow-down in productivity, projects delayed or work simply not getting done. Time loss is also a cost which accrues to not only the employer but also to the employer's customers, partners, constituents and contractors. The loss of productivity can result in both a reduction in productivity and loss of quality in the products or process.

The goal of a Compensation Plan is to provide a logical framework for the proper compensation ranges for each position in the organization. The goal is to achieve a balance of internal equity within the organization for compensation to be consistent between different positions that share similar tasks and assignments. Another goal is to recognize the need to balance external equity of what the market demand is for particular skills and responsibilities in the various positions.

Proposed Compensation Plan and Methodology

The proposed 2024 Compensation Plan is presented in two parts, divided among non-exempt (hourly) positions and exempt positions. Non-exempt positions include a range of activities, assigned tasks and responsibilities, usually of a more technical nature. Non-exempt positions typically have a limited scope of growth and learning to become proficient in all aspects of the position within a few years. For this reason, a compensation plan based on "steps" provides a basis of regular increases in pay each year based on the expected learning that comes with functioning in the position and then gradually diminishes in scope in the subsequent years until the job value peaks and the functions become entirely routine.

The compensation plan for exempt positions utilizes a market range for each job description commensurate with the knowledge, skills and abilities required. Under the Fair Labor Standards Act, "exempt" positions are defined by specific criteria which consider the incumbent to possess a high degree of specialized knowledge or expertise in a specific profession or discipline, the responsibility to act with discretion, exercise independent judgment and at times to supervise other personnel, projects or systems. The salary range also provides flexibility for a candidate to be placed within that range commensurate with their level of experience and relative value to the organization, and does not necessarily require a new hire to start at the bottom of the range and work up in the same way that applies to the non-exempt step structure.

The proposed Compensation Plan is intended to be consistent with the current wage ranges in the market as measured in November 2023. Adoption of the Compensation Plan allows the City to work with this plan as the funding model for budgeting employee wages each year. By applying any proposed increase in wages to the Compensation Plan across the board, the wage scale will keep pace with the market. Actual compensation will be determined based on evaluations of job performance and merit, and then will follow the wage scale of the Compensation Plan.

Non-exempt positions are to be compensated on the basis of tenure and performance. A step increase is justified based on the growth and progression within the position each year consistent with training, certifications and experience. A step increase may be denied in cases where performance demonstrates that expectations for learning and growth in the job have not been met for the performance period.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

Adopt in the FY24/25 Budget

ATTACHMENTS:

1. 2024 Compensation Plan Presentation 042424

2024 Compensation Plan

Non-exempt Positions	Starting Salary Based on Market*	Step 1	Step 2	Step 3	Step 4	Step 5	Max Salary
Accounting Technician (Payroll)	\$ 51,542.40	\$ 24.78	\$ 27.01	\$ 29.25	\$ 31.50	\$ 33.75	\$ 70,200.00
Administrative Specialist I	\$ 41,204.80	\$ 19.81	\$ 21.52	\$ 23.23	\$ 24.94	\$ 26.65	\$ 55,432.00
Administrative Specialist II	\$ 46,571.20	\$ 22.39	\$ 24.21	\$ 26.03	\$ 27.85	\$ 29.67	\$ 61,713.60
Administrative Specialist III	\$ 48,006.40	\$ 23.08	\$ 25.16	\$ 27.25	\$ 29.33	\$ 31.41	\$ 65,332.80
Executive Administrative Assistant	\$ 61,626.24	\$ 29.63	\$ 32.79	\$ 35.95	\$ 39.11	\$ 42.28	\$ 87,942.40
Animal Control Assistant	\$ 39,478.40	\$ 18.98	\$ 20.68	\$ 22.37	\$ 24.07	\$ 25.76	\$ 53,580.80
Animal Control Officer I	\$ 40,164.80	\$ 19.31	\$ 21.38	\$ 23.45	\$ 25.52	\$ 27.59	\$ 57,387.20
Animal Control Officer II	\$ 49,524.80	\$ 23.81	\$ 25.90	\$ 27.99	\$ 30.07	\$ 32.16	\$ 66,892.80
Assistant Planner	\$ 60,504.00	\$ 29.09	\$ 31.34	\$ 33.59	\$ 35.84	\$ 38.10	\$ 79,248.00
Associate Planner	\$ 72,660.00	\$ 34.93	\$ 37.87	\$ 40.81	\$ 43.75	\$ 46.68	\$ 97,094.40
Associate Engineer	\$ 62,088.00	\$ 29.85	\$ 31.84	\$ 33.83	\$ 35.81	\$ 37.80	\$ 78,624.00
Building Inspector I	\$ 51,147.20	\$ 24.59	\$ 26.57	\$ 28.55	\$ 30.53	\$ 32.51	\$ 67,620.80
Building Inspector II	\$ 54,267.20	\$ 26.09	\$ 28.49	\$ 30.89	\$ 33.29	\$ 35.69	\$ 74,235.20
Building Inspector III	\$ 56,596.80	\$ 27.21	\$ 29.54	\$ 31.87	\$ 34.21	\$ 36.54	\$ 76,003.20
Development Coordinator	\$ 49,441.60	\$ 23.77	\$ 26.53	\$ 29.30	\$ 32.06	\$ 34.82	\$ 72,425.60
Fleet Foreman	\$ 61,672.00	\$ 29.65	\$ 32.39	\$ 35.15	\$ 37.89	\$ 40.63	\$ 84,510.40
General Services Foreman (Facilities)	\$ 64,480.00	\$ 31.00	\$ 33.92	\$ 36.85	\$ 39.77	\$ 42.69	\$ 88,795.20
GIS Technician I	\$ 53,060.80	\$ 25.51	\$ 27.89	\$ 30.26	\$ 32.64	\$ 35.01	\$ 72,820.80
GIS Technician II	\$ 54,184.00	\$ 26.05	\$ 28.40	\$ 30.76	\$ 33.11	\$ 35.46	\$ 73,756.80
Information Technology Specialist	\$ 63,377.60	\$ 30.47	\$ 33.47	\$ 36.47	\$ 39.46	\$ 42.46	\$ 88,316.80
Legal Secretary I	\$ 44,803.20	\$ 21.54	\$ 23.57	\$ 25.60	\$ 27.62	\$ 29.65	\$ 61,672.00
Legal Secretary II	\$ 50,148.80	\$ 24.11	\$ 26.35	\$ 28.58	\$ 30.82	\$ 33.05	\$ 68,744.00
Maintenance Helper	\$ 35,713.60	\$ 17.17	\$ 18.28	\$ 19.39	\$ 20.49	\$ 21.60	\$ 44,928.00
Maintenance Worker I	\$ 38,792.00	\$ 18.65	\$ 20.24	\$ 21.84	\$ 23.43	\$ 25.02	\$ 52,041.60
Maintenance Worker II	\$ 44,699.20	\$ 21.49	\$ 23.27	\$ 25.05	\$ 26.83	\$ 28.61	\$ 59,508.80
Management Analyst	\$ 64,168.00	\$ 30.85	\$ 33.80	\$ 36.76	\$ 39.71	\$ 42.66	\$ 88,732.80
Mechanic	\$ 51,563.20	\$ 24.79	\$ 26.82	\$ 28.85	\$ 30.88	\$ 32.91	\$ 68,452.80
Meter Technician	\$ 45,032.00	\$ 21.65	\$ 23.59	\$ 25.53	\$ 27.46	\$ 29.40	\$ 61,152.00
Meter Technician/Backflow	\$ 49,691.20	\$ 23.89	\$ 25.83	\$ 27.77	\$ 29.70	\$ 31.64	\$ 65,811.20
Parks Foreman	\$ 55,120.00	\$ 26.50	\$ 28.85	\$ 31.21	\$ 33.56	\$ 35.91	\$ 74,692.80
Permit Technician	\$ 50,668.80	\$ 24.36	\$ 26.34	\$ 28.32	\$ 30.29	\$ 32.27	\$ 67,121.60
Planning Technician	\$ 54,808.00	\$ 26.35	\$ 29.01	\$ 31.67	\$ 34.33	\$ 37.00	\$ 76,960.00
Project Manager	\$ 78,915.20	\$ 37.94	\$ 41.69	\$ 45.44	\$ 49.18	\$ 52.93	\$ 110,094.40
Senior Maintenance Worker	\$ 51,064.00	\$ 24.55	\$ 27.68	\$ 30.81	\$ 33.94	\$ 37.07	\$ 77,105.60
Shift Operator (WD, WTP)	\$ 51,126.40	\$ 24.58	\$ 26.89	\$ 29.20	\$ 31.50	\$ 33.81	\$ 70,324.80
Shift Operator, Lead	\$ 56,000.00	\$ 26.92	\$ 29.44	\$ 31.96	\$ 34.48	\$ 37.00	\$ 76,960.00
Streets Foreman	\$ 59,716.80	\$ 28.71	\$ 31.39	\$ 34.07	\$ 36.74	\$ 39.42	\$ 81,993.60
Utility Operator	\$ 49,275.20	\$ 23.69	\$ 25.83	\$ 27.97	\$ 30.11	\$ 32.25	\$ 67,080.00
Vector Control/Weed Abatement Technician	\$ 40,851.20	\$ 19.64	\$ 21.75	\$ 23.85	\$ 25.96	\$ 28.06	\$ 58,364.80
Wastewater Foreman	\$ 63,980.80	\$ 30.76	\$ 33.43	\$ 36.09	\$ 38.76	\$ 41.42	\$ 86,153.60
Water Treatment Plant Shift Operator	\$ 56,000.00	\$ 26.92	\$ 29.44	\$ 31.96	\$ 34.48	\$ 37.00	\$ 76,960.00
Water Distribution Foreman	\$ 64,771.20	\$ 31.14	\$ 34.34	\$ 37.54	\$ 40.74	\$ 43.94	\$ 91,395.20
Water Treatment Plant Chief	\$ 65,561.60	\$ 31.52	\$ 34.77	\$ 38.02	\$ 41.26	\$ 44.51	\$ 92,580.80
Water Treatment Plant Supervisor	\$ 65,561.60	\$ 31.52	\$ 34.77	\$ 38.02	\$ 41.26	\$ 44.51	\$ 92,580.80

** Municipal Court adopted a separate independent wage scale for the positions in the Municipal Court in 2023.

Court Clerk	\$ 49,300.16	\$ 23.70	\$ 26.41	\$ 29.12	\$ 31.49	\$ 33.86	\$ 70,428.80
Lead Court Clerk	\$ 52,488.80	\$ 25.24	\$ 28.12	\$ 31.00	\$ 33.53	\$ 36.05	\$ 74,984.00
Court Marshall	\$ 50,435.84	\$ 24.25	\$ 27.02	\$ 29.79	\$ 32.22	\$ 34.64	\$ 72,051.20
Court Administrator	\$ 82,700.80	\$ 39.76	\$ 43.17	\$ 46.58	\$ 49.99	\$ 53.40	\$ 111,072.00

2024 Compensation Plan

Exempt Positions	Starting Salary Based on Market*	Start		Midpoint		Top	Max Salary
City Manager	\$ 170,102.40	\$ 81.78	\$ 87.96	\$ 94.15	\$ 100.33	\$ 106.51	\$ 221,540.80
City Attorney	\$ 119,371.20	\$ 57.39	\$ 63.19	\$ 68.98	\$ 74.78	\$ 80.57	\$ 167,585.60
City Treasurer/Finance Director	\$ 113,963.20	\$ 54.79	\$ 60.44	\$ 66.09	\$ 71.73	\$ 77.38	\$ 160,950.40
City Clerk	\$ 91,582.40	\$ 44.03	\$ 48.17	\$ 52.31	\$ 56.44	\$ 60.58	\$ 126,006.40
Water Works Utilities Director	\$ 105,705.60	\$ 50.82	\$ 56.29	\$ 61.76	\$ 67.22	\$ 72.69	\$ 151,195.20
Public Works Director	\$ 105,705.60	\$ 50.82	\$ 56.29	\$ 61.76	\$ 67.22	\$ 72.69	\$ 151,195.20
City Engineer	\$ 103,854.40	\$ 49.93	\$ 55.18	\$ 60.43	\$ 65.67	\$ 70.92	\$ 147,513.60
Planning Director	\$ 94,889.60	\$ 45.62	\$ 50.25	\$ 54.89	\$ 59.52	\$ 64.15	\$ 133,437.82
Building Official	\$ 91,187.20	\$ 43.84	\$ 48.08	\$ 52.31	\$ 56.55	\$ 60.78	\$ 126,422.40
Human Resources Manager	\$ 95,284.80	\$ 45.81	\$ 51.19	\$ 56.56	\$ 61.94	\$ 67.31	\$ 140,004.80
Deputy City Manager	\$ 127,316.80	\$ 61.21	\$ 67.98	\$ 74.74	\$ 81.51	\$ 88.27	\$ 183,601.60
Deputy City Attorney	\$ 88,545.60	\$ 42.57	\$ 46.97	\$ 51.36	\$ 55.76	\$ 60.15	\$ 125,112.00
Deputy Finance Director	\$ 97,177.60	\$ 46.72	\$ 51.46	\$ 56.19	\$ 60.93	\$ 65.66	\$ 136,572.80
Deputy City Clerk	\$ 61,796.80	\$ 29.71	\$ 31.80	\$ 33.90	\$ 35.99	\$ 38.08	\$ 79,206.40
Deputy City Engineer	\$ 81,660.80	\$ 39.26	\$ 43.47	\$ 47.68	\$ 51.88	\$ 56.09	\$ 116,667.20
Deputy Public Works Director	\$ 85,675.20	\$ 41.19	\$ 46.33	\$ 51.46	\$ 56.60	\$ 61.73	\$ 128,398.40
Accounting Manager	\$ 61,796.80	\$ 29.71	\$ 33.96	\$ 38.22	\$ 42.47	\$ 46.72	\$ 97,177.60
Senior Project Manager	\$ 85,737.60	\$ 41.22	\$ 44.50	\$ 47.77	\$ 51.05	\$ 54.32	\$ 112,985.60
Senior Planner	\$ 79,768.00	\$ 38.35	\$ 41.48	\$ 44.61	\$ 47.74	\$ 50.87	\$ 105,809.60
Utility (Billing) Manager	\$ 73,382.40	\$ 35.28	\$ 39.14	\$ 42.99	\$ 46.85	\$ 50.70	\$ 105,456.00
Animal Services Program Manager	\$ 61,796.80	\$ 29.71	\$ 31.80	\$ 33.90	\$ 35.99	\$ 38.08	\$ 79,206.40
General Services Field Superintendent***	\$ 67,579.20	\$ 32.49	\$ 34.52	\$ 36.56	\$ 38.59	\$ 40.62	\$ 84,489.60

* Market Wage and Compensation Study completed in 2023 by the Office of Human Resources

Exempt positions are to be filled and compensated within the total salary range based on knowledge, skills, ability, experience and performance without regard to step intervals. Compensation adjustments are to be based on performance and administered in accordance with funding allocations as set forth in the budget.

***Current pay exceeds market max by 3%. No raise until the range catches up to the current rate of pay.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Benjamin Marchant, City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

Multiple

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Possible action to approve new positions of Utility Director, Animal Services Program Manager, Planning Technician, and Associate Planner

AGENDA ITEM BRIEF:

City Manager and staff met and discussed the need for new positions. Attached are the recommended new positions, job descriptions and justifications. The Associate Planner position is the only position unfunded.

RECOMMENDED MOTION:

" I move to approve the new positions of Utility Director, Animal Services Program Manager, Planning Technician and Associate Planner "

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to approve some or all of the new positions and/or direct staff to make additional revisions to draft job descriptions.

BACKGROUND:

Pursuant to FMC 1.05.04(B), the City Manager shall submit personnel decisions regarding the creation of new positions, reclassifications of any positions...to the City Council for its action. Fernley Personnel Manual Section 4.1.1 states, The City of Fernley will develop and maintain a classification plan for all positions. Each class is defined in a class specification/job description will include: title, definition and/or distinguishing characteristics, essential functions; qualifications for employment including knowledge, ability, experience and/or training required to perform the job, physical and mental requirements and working conditions, and Fair Labor Standards Act (FLSA) status – exempt/non-exempt.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 1.05.04(B)

FINANCIAL IMPLICATIONS:

Adopt in the FY24/25 Budget

ATTACHMENTS:

1. Utility Director
2. Animal Services Program Manager
3. Planning Tech and Associate Planner

Memorandum

To: Mayor and City Council

From: Benjamin Marchant, City Manager

Date: April 23, 2024

Re: Justification for new position: Utility Director

The City of Fernley owns and operates two enterprise utilities for water and wastewater management. The supervision and management of these operations are currently assigned to the purview of the Public Works Director. The size, scope and critical nature of these utilities warrant a single dedicated director with specialized education, training and expertise in their engineering, design, construction, operations, and management.

The Public Works Director currently has an excessive level and scope of responsibilities assigned to this position. The Department of Public Works consists of ten separate disciplinary functions; Water Treatment, Water Distribution, Wastewater, Utility Billing, Fleet, Facilities, Parks, Streets and Storm drain, Vector/Weed abatement, and Cemetery. Within the department there are 37 employees constituting almost half of the entire city workforce. This new position will create capacity for more effective management and administration of all of these service areas.

The Water Enterprise Fund is a municipal utility with total assets over \$179 million, a net position of over \$73 million and total operating revenues of almost \$19 million. Ten positions are funded in the Water Division.

The Wastewater Enterprise Fund is a municipal utility with total assets over \$59 million, a net position of \$21 million and total operating revenues of \$8.6 million. Five positions are funded in the Wastewater Division.

The Utility Billing is funded proportionately by both the Water and Wastewater Enterprise funds. Six positions are funded in the Utility Billing Division.

To best meet the needs of these three functional areas of the City's utility program, it will require the employment of a director level professional who possesses the advanced knowledge, experience, and skills of a certified professional engineer

specializing in water and wastewater utilities. The ideal candidate will have prior experience with designing, constructing, operating and maintaining water and/or wastewater systems. Essential duties include planning, budgeting, and administration of operations and capital improvement projects.

Current staffing limitations does not allow for the timely and effective management, planning, supervision and accountability of the Water and Wastewater systems to meet the current maintenance and growth needs of the City more than the bare minimum. Greater oversight and attention from a dedicated management position will improve planning, responsiveness, and accountability to meet system needs for maintenance and save money with timely repairs and investments.

The salary range for this position is proposed to be equal to that of the Director of Public Works and City Engineer; \$105,705 - \$151,195. The investment in this position will provide many opportunities for cost savings and efficiencies by improved maintenance and accountability to improve the longevity of the operating systems and do an increased level of engineering planning and design work in-house. It is reasonable to expect that this position will save the water and sewer programs millions of dollars in efficiency and effectiveness.

A dedicated director to oversee the operations, planning and management of the Water and Wastewater utilities is justified and warranted.

CITY OF FERNLEY
Utility Director
Range: \$105,705 - \$151,195

DEFINITION

Under general supervision of the City Manager, the Utility Director serves as the managing director of the water treatment, water distribution, wastewater collection and wastewater treatment operations. Performs a variety of developmental oversight, supervisory functions as well as personally performing or overseeing unskilled, semi-skilled, and skilled construction, repair and maintenance functions involved in the provision of the water, wastewater, irrigation, and stormwater utilities, and performs a variety of civil engineering assignments that require application of engineering principles, practices, and theories.

DISTINGUISHING CHARACTERISTICS

This is a single position management class responsible for the broad spectrum of engineering functions, formulating policies, goals, and directives; providing expert professional assistance to City management staff on engineering matters, program planning, fiscal management, and operation of assigned functional areas, including professional civil engineering work and design for water treatment, distribution; oversees a wide range of engineering work in the review of designs, studies, and research in municipal utilities; provides highly responsible and complex administrative support to the City Manager and; represent the department on a variety of matters at the City, State, and National level.

EXAMPLE OF ESSENTIAL DUTIES: The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. *Marginal duties* (shown in italics) are those least likely to be essential functions for any single position in this class.

1. Assumes full management responsibility for all Utilities Department services, operations, and activities.
2. Manages and participates in the development and implementation of goals, objectives, policies, and priorities for the Water Treatment and Distribution Division, Wastewater Collection and Treatment Division.
3. Ensures Utilities Department compliance with local, state and federal regulations.
4. Recommends, in accordance with City policy, appropriate service and staffing levels; recommend and administer policies and procedures.
5. Assumes responsibility for the day to day administration of the Utilities Department operational budget; forecast funds needed for staffing, equipment, materials, and supplies; approve budgeted expenditures; conduct monthly budget reviews of operational and capital improvement program budgets; direct the preparation of annual operational and capital improvement budgets.
6. Plan, direct, coordinate, and review the work plan for the Utilities Department; meet with staff to identify and resolve problems; assign work activities, projects, and programs; monitor work flow; review and evaluate work products, methods, and procedures.
7. Ensure City water rights are submitted, renewed, and kept current with the State of Nevada.

8. Provide technical review and approvals for utility related capital improvement projects.
9. Oversee the planning and construction of cooperative projects undertaken with adjoining jurisdictions and other agencies; prepare and negotiate cooperative agreements.
10. Provides engineering services and consultation for the development of engineering plans and specifications for Utilities Department projects; coordinate construction scheduling; review construction bids.
11. Prepares project-related studies, draft reports, recommendations, and correspondence for the City Manager, City Council, and other departments or the public.
12. Makes oral presentations before the City Council, commissions, committees, community groups and boards of other governmental agencies.
13. Participates in the selection and monitoring of consultants and contractors.
14. Serves as project manager and/or resident engineer on a variety of construction or capital improvement projects.
15. Oversee the review of development plans for private projects including subdivisions, commercial projects, and industrial developments for compliance with utility codes and regulations; ensure that reviews are completed on schedule.
16. Review utility permits; issue Will Serve Letters.
17. Negotiate and prepare water and/or sewer line extension agreements; assist in the negotiation and/or development of public improvement agreements.
18. Prepare and present staff reports and other necessary correspondence.
19. Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to department programs, policies, and procedures as appropriate.
20. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
21. Researches new materials and techniques and monitors current developments in civil engineering, and hydraulics and hydrology.
22. Performs contract administration activities; approves progress payments on contract construction projects; negotiates prices, and prepares contract change orders.
23. Supervises Utility Department staff; determines staffing needs; hires, trains, schedules, evaluates, and implements disciplinary action, if appropriate, to assigned staff.

QUALIFICATIONS:

Knowledge and Abilities:

Knowledge of:

- Principles and practices of management and administration.
- Organizational and management practices as applied to the analysis and evaluation of utility operations, policies, and operational needs.
- Working knowledge of water system operations to include: well operations and pump curves; electrical knowledge as it applies to operations; storage system requirements; distribution system hydraulics; metering operations; water and sewer line repair methods; and water sampling requirements and methods.
- Working knowledge of sewer collection system operation and maintenance; sewer treatment plant operation; discharge of treated water; and discharge permit parameters.

- Principles and practices of civil engineering design for water and wastewater utility design, infrastructure development, construction, and maintenance;
- Administrative principles and practices, including goals and objectives development and work planning and organization;
- Principles and practices of contract administration, project management and evaluation;
- Theories, principles, techniques and equipment used in water works construction and maintenance;
- Pertinent Federal, State, and local laws, codes, with emphasis on regulations regarding permit requirements in water distribution, sewer collection and treatment.
- Grant funding application and administration;
- Knowledge of water rights and water laws in the State of Nevada.

Ability to:

- Prepare and evaluate engineering studies of large projects;
- Prepare complex plans, specifications and legal contracts;
- Perform difficult, technical research and analyze complex engineering problems, evaluate alternatives and recommend or adopt effective courses of action;
- Prepare clear and concise reports, correspondence and other written materials;
- Exercise sound independent judgment within established guidelines;
- Establish and maintain effective relationships with those contacted in the course of work.

Education and Experience: Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Graduation from an accredited college or university with a Bachelor's degree in civil engineering, environmental science or a closely related field and five years of full-time professional engineering experience; OR an equivalent combination of education and experience.

Have at a minimum of one year of experience as a supervisor.

Licenses and Certificates:

Valid registration as a Professional Civil Engineer (P.E.) in the State of Nevada, or if registered in another state, the ability to obtain a Nevada registration within one year of employment.

PHYSICAL DEMANDS *(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.)*

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Frequent sitting, standing, and occasional walking on uneven construction sites, lifting manholes and storm drain covers. Position requires typing and writing. The employee must be able to give, receive, and understand written and oral instructions. Requires climbing into confined spaces, hearing, seeing, climbing stairs, and lifting up to 50lbs. Stamina to sit at a desk for prolonged periods of time. Visual stamina to view a computer monitor for long periods of time.

In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

WORKING CONDITIONS

Work is performed under the following conditions:

Standard office environment with some work in outdoor conditions, which can include wet, dusty, poor lighting, dirty, and noisy circumstances. Exposure to all types of weather. Some exposure to grease, dust, chemicals, and other potential health hazards.

I have read and understand this explanation and job description.

Signature:_____

Date:_____

Memorandum

To: Mayor and City Council

From: Benjamin Marchant, City Manager

Date: April 23, 2024

Re: Justification for new positions: Animal Services Program Manager and Animal Control Assistant (FT)

Animal control and management operations is the primary responsibility of Lyon County. Lyon County operates the County Animal Shelter in Silver Springs. County Animal Management services is inadequate to meet the needs of the City of Fernley. The City of Fernley has employed a full-time position of Animal Control Officer since 2005.

The duties and responsibilities assigned to the position of Animal Control Officer are disproportionate to the expectations and compensation of the actual job description. The position is currently an hourly, union position receiving a wage of \$22.10 per hour or \$45,968 annually. However, the demands of the job require the employee to be available and responsive to all animal emergencies and calls twenty-four hours per day and seven days per week. The employee works entirely without supervision and must exercise independent discretion for making decisions in the field on whether to destroy an animal, as one example of many sensitive decisions that must be made.

Furthermore, the growth of the residential population which is measurable (2000: 8,500 to 2024: 24,500) is indicative of the non-measured growth of the pet population. There is a broad variety of highly sensitive and stressful situations that must be dealt with, including stray/unwanted/abandoned/dangerous/abused/sick and other such animals. The growth in calls and incidents now regularly exceeds the capacity of a single full-time position.

The position of Animal Service Program Manager will allow for the promotion of the Animal Control Officer II to be recognized and compensated commensurate with the professional and supervisory responsibilities that have already been assumed and carried out reliably well for many years. This management and supervisory position will also have the responsibility to provide planning, direction and coordination for the growth of the Animal Services Program to provide additional revenue producing

services to off-set and subsidize the mandatory activities involved with responding to calls.

The position of Animal Control Assistant will allow for the expansion of the part-time position which is already serving at the maximum budgeted number of hours, to meet the full-time demands of the program. This will alleviate the pressure on the one full-time position and provide for a more effective balance of responsibilities, training, and planning for the program overall. This position will function as an administrative support to the Animal Services program generally as well as trainee for performing the duties of Animal Control Officer which would be the promotional career path.

The salary range for the position of Animal Service Program Manager is proposed to be \$61,796 - \$79,206.

The salary range for the position of Animal Control Assistant is proposed to be \$39,478 - \$53,580.

The justification for these positions will increase the effectiveness and value of the animal services program through better management of the workload and planning for new revenue producing services to better support the goals and sustainability of the program.

Animal Services Program Manager

Class Title: Animal Services Program Manager

Class Code:

Salary:

SUMMARY

Responsible for managing, supervising, and performing a variety of duties related to the City's animal services program; supervises field staff, shelter activities and pet adoption programs.

ESSENTIAL FUNCTIONS

- Plans, organizes, assigns, supervises, reviews, and evaluates assigned staff; monitors caseload of assigned staff and assigns work accordingly.
- Recommends selection of staff; trains staff in work procedures; administers discipline as required.
- Provides input into the budget and goal setting processes.
- Develops, implements, and monitors new and revised operational policies and work procedures; establishes and revises case management procedures.
- Oversees the animal shelter volunteer program, coordinates with Lyon County Animal Shelter regarding to the administration and scheduling of the Foster Care program, dog walker program, Cat Cottage and all adoption events.
- Communicates regularly with the public in regard to rabies prevention and responsible animal ownership.
- Provides technical assistance to subordinates in difficult, technical, or sensitive situations.
- Maintains and directs the maintenance of accurate records and files.
- Speaks to and meets with a variety of communities, business, and educational organizations to further the goals of the program.
- Coordinates the work of the section with that of other sections, divisions, departments, outside agencies, and individuals.
- Monitors legislation and other developments related to animal control activities; evaluates their impact on City operations and recommends and implements policy and operational improvements.
- Assists in the development and management of budget; performs purchasing functions; authorizes expenditures.
- Coordinates with local veterinarians to determine cost-effective treatment plans for animals at the shelter; makes decision on vaccination protocols.
- Performs duties of an Animal Control Officer and Animal Control Assistant as required.
- Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team.
- Represents the City with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.
- Communicates in person, by telephone, or in writing with petitioners, respondents, out-of-state agencies, attorneys, and local businesses to obtain and provide information.
- Develops and maintains contacts with other departments and agencies to obtain information; provides information and coordinates efforts.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Education and Experience:

High School diploma/GED; AND four (4) years of experience as an Animal Control Officer; OR an equivalent combination of education, training, and experience.

Required Knowledge and Skills

Knowledge of:

- Principles and practices of employee supervision, including selection, work planning, organization, performance review and evaluation, and employee training and discipline.
- Principles and practices of animal control.
- Applicable laws, codes and regulations governing the licensing, quarantine, impounding and care of animals.
- Safety principles, practices and equipment related to the work.
- Principles and practices of budget management.
- Record keeping principles and practices.
- Correct business English, including spelling, grammar, and punctuation.
- Techniques for dealing with the public, in person and over the telephone, often where relations may be confrontational or strained.

Skilled in:

- Planning, organizing, supervising, reviewing, and evaluating the work of others.
- Training others in policies and procedures related to the work.
- Interpreting, explaining, and applying laws, regulations and policies relating to animal control practices and programs; assessing animal behavior and making effective decisions regarding capturing, destroying or euthanizing the animal.
- Representing the county in contacts with county officials, community, and other agencies and the public and making effective presentations.
- Preparing clear and complete reports, correspondence, and other written materials.
- Maintaining accurate records and files using Microsoft Office software applications.
- Contributing effectively to the accomplishment of team or work unit goals, objectives, and activities.
- Making effective oral presentations to large and small groups.
- Organizing own work, setting priorities, and meeting critical deadlines.
- Dealing successfully with a variety of individuals from various socioeconomic, ethnic, and cultural backgrounds, in person and over the telephone, often where relations may be confrontational or strained.

REQUIRED CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Valid Driver's License.

- Must obtain Nevada State Veterinary Board Euthanasia Technician certification within six (6) months of date of employment.

PHYSICAL DEMANDS & WORKING ENVIRONMENT: (The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.)

Mobility to work in a typical kennel setting, use standard office equipment; strength and stamina to lift and maneuver animals weighing up to 100 pounds with proper equipment; vision to read printed materials; and hearing and speech to communicate in person or over the telephone.

Work is subject to performance while exposed to adverse environmental conditions, loud noises and unpleasant sights and odors; exposure to animal bites and other related injuries; incumbent must be willing to handle injured, ill, or dead animals in potentially hazardous situations.

CONDITIONS OF EMPLOYMENT:

- *Continued employment is contingent upon all required licenses and certificates being maintained in active status without suspension or revocation.*
- *Employment is contingent upon successful completion of background/screening.*

This job description indicates, in general, the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required. Reasonable accommodation may be provided as requested.

Memorandum

To: Mayor and City Council

From: Benjamin Marchant, City Manager

Date: April 23, 2024

Re: Justification for new positions: Planning Technician and Associate Planner

The Planning Department for the City of Fernley consists of three positions; City Planner, Senior Planner and Assistant Planner. The workload for the Planning Department consists of proactive planning initiatives (Comprehensive Plan, Planning Code revisions, Area Plans) and responsive planning services for processing development applications. The numbers and size of development applications has grown to exceed the capacity of Planning staff to provide reviews of applications in a timely manner. Furthermore, the completion of the North Fernley Area Plan (16,000 acres) by the end of 2024 and the completion of the Southwest Fernley Area Plan (11,000 acres) the following year will present many more opportunities for development to continue. Additional capacity in the Planning Department is needed to keep projects moving forward expeditiously while also keeping up with planning initiatives that are necessary to maintain the codes in a manner consistent with the growth of the City and the changing economic and development environment.

The position of Planning Technician will allow the full capabilities of the Assistant Planner to focus on more complex planning tasks by bringing in an employee at a lower wage to complete routine and administrative tasks for receiving and processing new development applications. This also creates more capacity for coverage at the front desk to continue providing services when the window would otherwise be closed for absences due internal meetings, illness, vacation, etc.

The position of Associate Planner will allow the Planning Department to build capacity for increased productivity, a deeper “bench” to keep projects moving forward, and development of experience and talent within the team to meet the anticipated demands that rapid development growth will impose on the department’s resources. This position is prospective and preparatory for the anticipated growth, but provides essential support for the planning initiatives that are currently underway. The proliferation of applications from developers will necessarily reduce the dedication of staff time on planning initiatives to meet the review schedules for processing these applications.

The salary range for the position of Planning Technician is proposed to be \$54,808 - \$76,956.

The salary range for the position of Associate Planner is proposed to be \$72,660 - \$97,100.

The justification for these positions will increase the effectiveness and value of the Planning Department through better management of the workload and preparing for the level of planning services that will be needed before the rapid growth of development investments that are anticipated do arrive.

City of Fernley Planning Technician

Salary Range: \$26.35/\$54,808.00 - \$36.99/\$76,956.80

DEFINITION: Under supervision, provides information and assistance to city officials, city staff, developers, the business community and the public on planning, zoning, housing, annexations, and development-related matters.

DISTINGUISHING CHARACTERISTICS: This is the entry level class in the Planner series. This class is distinguished from the Assistant Planner by the performance of more routine tasks and duties assigned to positions within the series, including application intake and distribution, tracking department activity, and a high degree of public interaction. Incumbents are expected to perform basic planning activities, and as experience is acquired, to perform higher level assignments, many of which have high public visibility, with increasing independence.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be asked to perform other duties as required.)*

1. Prepares public hearing notifications or related public information notices.
2. Prepares general correspondence to applicants, developers, engineers, architects, and other professionals.
3. Receives, routes, and tracks planning and zoning applications.
4. Reviews development and related land use permit applications for compliance with established plans and ordinances, and applicable local, state and federal regulations.
5. Establishes and maintains productive working relationships with the public, staff of other departments, and other local agencies.
6. Works with planning staff to develop responses and explain planning policies, state laws, local ordinances and/or procedures to the public; assists the Planning Director and may serve as staff to the Planning Commission as well as other committees and commissions.
7. Collects, inputs, and monitors data for a variety of planning purposes; prepares reports summarizing data.
8. Receives and screens visitors; answer telephone calls and takes messages; provides factual information regarding City or Planning Department activities and functions.
9. Represents the City with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.
- 10.
11. Confers with and advises architects, builders, attorneys, contractors, engineers, and the public regarding city development policies and standards.
12. Conducts simple assignments.
13. Demonstrate regular, reliable, and punctual attendance.
14. Performs related duties and responsibilities as required.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: *(KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)*

Knowledge of:

- Basic principles and practices of urban planning and development;
- Principles and procedures of record keeping;
- Principles of business letter writing and basic report preparation;
- Basic mathematics;

- Recordkeeping principles and practices;
- Correct business English, including spelling, grammar, and punctuation;
- Techniques for dealing with the public, in person and over the telephone;
- Modern office methods, practices, procedures, and equipment, including a computer;
- Common office software, including word processing.

Skill to:

- Learn applicable laws and regulations;
- Plan, organize, and prioritize work assignments;
- Read and interpret maps, regulations, ordinances, etc.;
- Collect, analyze, interpret, and evaluate narrative and statistical data;
- Strong attention to detail;
- Follow and effectively communicating verbal and written instructions;
- Establish and maintain effective working relationships with City staff, elected officials, architects, contractors, developers, property owners, and the general public.

Ability to:

- Learn to interpret and explain planning and zoning regulations;
- Explain technical terminology and information to the public;
- Manage multiple assignments;
- Maintain accurate records and files;
- Learn to set priorities;
- Work independently or as a team member;
- Communicate clearly and concisely, both orally and in writing; and
- Contributing effectively to the accomplishment of team or department goals, objectives, and activities.

Required Certifications and Licenses:

Valid current State issued Driver's License.

Experience and Training:

A minimum of one year (30 semester credits) of college education. Course work in planning, geography, environmental studies, natural and/or earth sciences or a related field is highly desirable AND some experience/education in drafting/GIS is desirable; OR an equivalent combination of education, training, and experience.

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper, occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching, bending, squatting, and stooping to access files and records is necessary. The ability to communicate via telephone and in person. Light lifting (up to 25 pounds) is occasionally required. Extended periods

of standing may be required when at a specific work site. Attendance of evening and/or weekend meetings as required.

In compliance with applicable disability laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.

Working Conditions:

Work is performed under the following conditions.

The majority of work is conducted in an office environment. Work may occasionally be performed outside with exposure to dust, fumes, odors, chemicals, dampness, cold, heat, and loud noises. Position may require travel by car from the office to a work site.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Employee's Signature

Date Signed

City of Fernley
Associate Planner

Salary Range: \$72,660.00 - \$97,100.00

DEFINITION: Under direction of the Planning Director, the Associate Planner performs current and long-range planning functions; reviews and prepares staff reports for development projects; and makes presentations to the Planning Commission, City Council, and community groups; conducts research and keeps track of data; prepares general plan and development code amendments; and provides assistance to applicants, developers, consultants, the public, and outside agencies.

DISTINGUISHING CHARACTERISTICS: This is the third level class in the Planner series. This class is distinguished from the Assistant Planner by the performance of more complex tasks and duties assigned to positions within the series, including proposal and application review, report preparation, and some degree of public interaction. Incumbents are expected to use independent judgment, complete complex, and difficult projects, and as experience is acquired, to perform higher level assignments, with increasing independence.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

1. Processes all types of planning and zoning applications including Subdivision Maps, Annexations, Master Plan Amendments, and Development Code Amendments.
2. Interprets, explains, and enforces provisions of City Codes, applicable laws and regulations, and other policies and standards to applicants and the public.
3. Reviews building plans, construction plans, and business license applications for conformity to applicable planning and zoning regulations and issue approvals as appropriate.
4. Prepares staff reports for the Planning Commission, City Council, and other agencies or community groups.
5. Prepares correspondence to applicants, developers, engineers, architects, and other professionals.
6. Creates and makes oral and graphic presentations to the Planning Commission, City Council, and other agencies or community groups.
7. Makes field surveys and conducts inspections related to planning and zoning projects.
8. Prepares, updates, and implements long-range plans.
9. Prepares, analyzes, and presents recommendations for possible Development Code Amendments.
10. Prepares Ordinances and Resolutions as may be required.
11. Performs related duties and responsibilities as required.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Department policies and procedures;
- Planning theory and principles;
- Current trends and practices of public planning and zoning;
- Federal and state laws and regulations pertaining to planning and zoning;

- City codes, ordinances, regulations and policies; and
- Computer software, including word processing, database spreadsheets, and permit tracking software.

Ability to:

- Design and implement long-range plans and studies concerning areas such as natural resources, land use planning, transportation, public services and facilities, and strategic planning;
- Produce drawings, charts, graphs, and other visual information;
- Perform difficult and complex review and analysis of planning projects;
- Manage projects and programs;
- Interpret, explain, and apply planning programs, ordinances, policies, and procedures;
- Compile, analyze, and utilize technical and statistical reports;
- Present planning projects or reports to the Planning Commission, City Council, community groups, or state agencies;
- Assist the City Manager's office with writing and administering grants for the implementation of long-range plans; and
- Read and interpret architectural, building, and civil improvement plans.

Required Certifications and Licenses:

Possess and maintain a valid Driver's License.

Experience and Training:

Any combination of training, education, and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Bachelor's degree from an accredited college or university in planning, urban studies, environmental sciences, public administration, geography, or a closely related field plus three (3) years of professional planning experience. May substitute five (5) years of progressive, professional experience directly related to planning disciplines and land development towards the education requirement.

Physical and Mental Requirements:

The physical and mental requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper, occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching, bending, squatting, and stooping to access files and records is necessary. The ability to communicate via telephone and in person. Light lifting (up to 25 pounds) is occasionally required. Extended periods of standing may be required when at a specific work site.

In compliance with applicable disability laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential

accommodation with the employer.

Working Conditions:

Work is performed under the following conditions:

The majority of work is conducted in an office environment. Work may occasionally be performed outside with exposure to dust, fumes, odors, chemicals, dampness, cold, heat, and loud noises. Position may require travel by car from the office to a work site.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Employee's Signature

Date Signed



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Benjamin Marchant, City Manager

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

Multiple

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Possible action to approve updated job descriptions and reclassifications

AGENDA ITEM BRIEF:

Proposed personnel changes to update job descriptions and reclassifications.

RECOMMENDED MOTION:

"I move to approve the job descriptions and reclassifications as submitted."

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 may choose to approve a portion of all job descriptions and reclassifications and/or direct staff to make revisions or provide more information.

BACKGROUND:

Listed and attached are the proposed descriptions and reclassification:

1. Executive Administrative Assistant - reclassification, non-union, confidential/privileged position

2. Development Coordinator - updated job duties and title
3. Accounting Manager - reclassification, exempt, non-union
4. Senior Project Manager - reclassification, exempt, non-union
5. Utility Billing Manager - reclassification, exempt, non-union
6. Information Technology Coordinator - reclassification, exempt, non-union (page
7. Accounting/Payroll Technician - reclassification, non-union, confidential/privileged position
8. Animal Control Assistant - reclassification to full-time, non-exempt
9. Court Clerk - reclassification and consolidation of three positions (Junior Court Clerk, Court Specialist 1, Court Specialist 2)
10. Lead Court Clerk - reclassification and title
11. Deputy City Clerk - reclassification, exempt, non-union

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

Adopt in FY24/25 Budget

ATTACHMENTS:

1. Executive Admin Asst 03.2024
2. Development Coordinator 04.2024
3. Accounting Manager 04.16.2024 FINAL
4. Senior Project Manager 04.11.2024
5. Utility Billing Manager 04.12.2024
6. IT Coordinator 07.01.2024
7. Accounting Payroll Technician 04.23.2024
8. Animal Control Assistant Rev 04.23.2024
9. Court Clerk 4.23.2024
10. Lead Court Clerk 04.23.2024
11. Deputy City Clerk 04.23.2024 Final

City of Fernley
Executive Administrative Assistant
Salary Range: \$27.09/\$56,347.20 - \$38.62/\$80,329.60

Definition:

Under general direction, performs a wide variety of highly responsible, complex, and diverse advance level professional duties involved in providing administrative and technical support to the City Manager's and Mayor's Office; plans, coordinates, and participates in various administrative operations and activities; manages and oversees assigned duties; coordinates assigned activities with City departments, outside agencies, and the general public; and provides information and assistance to internal and external customers regarding City services.

Distinguishing Characteristics:

This is the highest-level secretarial class in the City, distinguished from other support classes in that the nature, diversity, and scope of responsibilities originating from the City Manager's office and Mayor's office require frequent use of discretion, initiative, and independent judgment, as actions can have a significant effect upon City operations or public relations activities. This position is deemed confidential and privileged due to the nature of the work involving personal and sensitive information.

Examples of Duties: *(Performance of these functions is the reason this job exists. Assigned job tasks/duties are not limited to the essential functions)*

Serve as primary administrative and staff support for the City Manager and Mayor by performing a wide variety of specialized office management, administrative, and fiscal support assignments to maintain the efficient operation of the City Manager's Office.

Serve as primary resource for information about programs, functions and procedures; receive office visitors and telephone calls, provide comprehensive information, resolve complaints, and interpret policies and procedures with judgment, tact and sensitivity; interface with the public on behalf of staff members; represent the City Manager and Mayor; interface with Elected and Appointed Department Heads, other officials and the general public with regard to protocol, policies and procedures.

Prepare agenda items for Council meetings for the Manager's Office such as boards and commissions; review material to determine that it is properly prepared for public presentation; provide others with advice on revisions/rewrites to agenda items to assure completeness and readability.

Prepare public notices for meetings and workshops, maintaining awareness of events and meetings that require compliance with Open Meeting guidelines.

Administer and monitor budget/expenditures during the fiscal year, maintaining and tracking a variety of fiscal and budget control documents and reports.

Respond to complaints and requests for information related to assigned responsibilities; when necessary, refer callers and/or complaints to appropriate City staff for further assistance as needed and/or take recommended actions to resolve the complaint.

Assign, arrange and coordinate meetings for assigned commission, board, agency and/or other groups; draft and finalize agendas, minutes and correspondence; coordinate assembly and distribution of agenda packets; prepare legal notices for publication and mailing; attend meetings and take, transcribe and assure proper distribution and filing of minutes, resolutions

and ordinances.

Research and prepare documents for the Manager and Mayor in response to constituents' complaint or requests; perform special projects and write summary reports as requested.

Confer with the City Manager and Mayor on administrative problems and procedures, including participate in long-term planning and establish goals; evaluate office operations, review work methods and procedures; develop changes to work processes, workflow, and/or equipment used; make recommendations for resolution to ensure efficient operations.

Maintain the Manager and Mayor's calendars, schedule meetings, screen requests and ensure that the Manager and Mayor are cognizant of meeting times and individuals. Plan and make logistical arrangements for meetings, banquets and other events.

Direct, manage and process community appointments for boards, commissions or committees the City Council serves on and those the Mayor and/or City Council are responsible to appoint members to, both for the city and the region. Ensure appointment procedures comply with various resolutions and bylaws.

Assist City Manager in managing Manager's office initiatives and goals by coordinating tasks assigned by the City Manager to Department Heads, Division Managers, and other City Staff.

Perform other duties which may be assigned.

QUALIFICATIONS FOR EMPLOYMENT

Knowledge and Abilities:

Knowledge of:

- Operational organizational structure, characteristics, services, and activities of the City Manager's Office.
- Nevada Revised Statutes (NRS), county code, ordinances, policies and procedures related to the responsibilities, functions and operations of the City of Fernley and the Office of the City Manager.
- Principles of City government administration, organizational, budget, and personnel management.
- Read, interpret, apply, and explain pertinent laws, ordinances, regulations and standards, including administrative and departmental policies and procedures.
- Establish, foster, and maintain effective working relationships with those contacted in the course of work.
- Provide explanations, information, answer questions and make recommendations for action in a manner that does not intimidate or provoke others.
- Principles and practices of emergency management.
- Address concerns from and interface with a wide variety of people, including those who may be irate and hostile, answering questions, responding to inquiries, providing assistance on behalf of the City Manager and Mayor.
- Principles and practices of program, policy, and procedure evaluation and development.
- General working understanding of Open Meeting Law and Public Records.
- Computer applications and software related to the work including Microsoft Office.
- Calendar control and time management.

- Accounting principles and practices, methods, and equipment, including personal computers and software applications.
- Organize own work, set priorities, and meets critical deadlines.
- Records management principles and practices.
- Communicate in a clear, concise manner both orally and in writing, tailoring the message to the intended audience.
- Provide confidential secretarial and office administrative assistance.
- Work with initiative and independence, exercising good judgment within the scope of authority.
- Use initiative and independent judgment within established guidelines.
- Principles of public administration.
- Advanced methods and techniques of data collection, research, and report preparation.
- Principles of business letter writing and report preparation.
- Principles and practices of state and local legislative process.
- Basic principles of supervision and training.
- Principles and practices of record keeping.
- Public relations and customer service techniques.
- Public speaking techniques.

Ability to:

- Perform a wide variety of high responsible, complex, and diverse advanced level professional duties involved in providing administrative, analytical, and technical support to the City Manager's office involving the use of independent judgment and personal initiative.
- Understand the organization and operation of the City as a whole and outside agencies as necessary to assume assigned responsibilities.
- Interpret and apply pertinent federal, state, and local laws, codes, and regulations as well as City and departmental policies and procedures.
- Conduct various administrative and organizational studies and analyses on a wide variety of complex issues.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Research, analyze and evaluate citywide programs, policies, and procedures.
- Collect, evaluate, and interpret complex information and data.
- Coordinate a variety of complex tasks and assignments simultaneously.
- Prepare clear and concise technical, administrative, and financial reports.
- Assist with budget preparation and administration.
- Plan and organize work to meet changing priorities and deadlines.
- Operate office equipment including computers and supporting applications.
- Independently prepare correspondence and memoranda.
- Effectively present information and respond to questions from internal and external customers including council members, committee and commission members, and the general public.
- Demonstrate an awareness and appreciation of the cultural diversity of the community.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

Required Certifications and Licenses:

Possession of an appropriate, valid driver's license.

Experience and Training:

Education and Experience: Completion of two years of college which include course work in public or business administration, management, accounting, economics, English or closely related field plus four (4) years of experience in general administration including research, analysis, and the preparation of written reports or the administration of on-going or special projects;

Or

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, economics or a related field preferred;

Or

Six (6) years of directly related administrative experience, preferably with a local governmental or public agency.

Physical and Mental Requirements: (The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.)

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper, occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching, bending, squatting, and stooping to access files and records is necessary. The ability to communicate via telephone and in person. Light lifting (up to 25 pounds) is occasionally required. Extended periods of standing may be required when at a specific work site.

Working conditions:

The majority of work is conducted in an office environment with some travel to different sites and locations.

Supplemental Job Information:

- This position reports to the City Manager and provides direct assistance to the Mayor and other elected officials.
- Supervision exercised: None
- May be called back, held over, work off-hours, nights, weekends, and holiday shifts as required.
- May be required to work during emergency circumstances or inclement weather conditions.
- May be required to pass a pre-placement drug screen and background investigation.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

City of Fernley
Effective: 07.01.2024

Executive Administrative Assistant
FLSA Status: Non-Exempt

Signed _____

Date _____

CITY OF FERNLEY
Development Coordinator

Salary Range: \$23.30 - \$33.28 (\$48,459.47 - \$69,227.81)

Definition:

The Development Coordinator works under the Deputy City Manager. The purpose of the position is to coordinate development services between appropriate staff and external customers with a focus on the overall process and procedures, and technology maintenance and training.

Essential Functions: (Performance of these functions is the reason the job exists. Employee may not be assigned all duties and assigned job tasks/duties are not limited to the essential functions.)

- Monitor and maintain computer applications and tracking systems; coordinate improvement and upkeep of information systems, databases, scanning, and imaging systems.
- Leads, monitors, and coordinates daily operations of assigned areas of development/permitting process, including establishing relevant procedures to implement defined strategies and policies.
- Coordinate and oversee the provision of efficient and effective service delivery to customers; handle difficult and complex customer service situations; identify and recommend opportunities for improving service delivery methods and procedures.
- Ensure timely processing of plans, permits, and applications; coordinate the process of routing and tracking of plans to various departments and outside agencies for required reviews and clearances; perform follow-up phone calls to ensure timeliness of response from other departments and agencies.
- Monitor and coordinate plan approvals with internal departments and outside agencies including Building, Planning, Engineering, and Public Works.
- Develops and maintains training materials, Standard Operating Procedures, literature, publications, documents, and flow charts for internal and external use. Develops and maintains appropriate development/permitting processes and information on the city website.
- Provide regular and routine instruction to the development/permitting team on digital program training, policies, and procedures. Conducts in-service education of staff and others to assure consistency in the development/permitting process.
- Confer with and advise members of the general public, property owners, architects, engineers, developers, consultants, and others regarding development policies, procedures, and standards.
- Attend and participate in professional group meetings; stay abreast of new trends, innovations, and laws affecting the building plan submittal and approval process.
- Set up and maintain digital tracking system of applications and permits; train appropriate staff to use the system and coordinate tracking between internal and external users.
- Follow up with internal and external users of the digital tracking system to ensure that all departments are using the product in an efficient and timely manner.
- Maintain the Community Development webpage:
 - Development Photos and webpage;
 - Development updates and webpage;
 - the community development report.
- Maintain Economic Development webpage.

Qualifications for Employment: *(KSA's are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)*

Knowledge of:

- Principles and practices of front counter coordination for assigned work unit.
- Methods and practices of all phases of commercial and residential construction.
- Methods and techniques of technical research.
- Pertinent federal, state, and local laws, codes, and regulations.
- Basic administrative maintenance of current software.
- Modern office procedures.
- English usage, spelling, grammar, and punctuation.
- Principles and procedures of record keeping.
- Effective oral and written communication methods and skills.

Ability to:

- Coordinate front counter operations and activities for assigned work unit.
- Provide training to staff
- Respond to and resolve difficult and complex complaints, requests, and inquiries from the general public.
- Compile statistics and prepare reports and spreadsheets.
- Conduct technical research.
- Identify problems and recommend solutions.
- Implement new and updated programs and procedures.
- Oversee multiple projects, tasks, and priorities to achieve desired goal.
- Communicate clearly and concisely, both orally and in writing.
- Operate office equipment including computers and related software applications.
- Maintain accurate electronic and manual records, logs, and databases.
- Prepare clear and concise reports and correspondence.
- Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience: *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

- Equivalent to a bachelor's degree from an accredited college or university with major course work in civil engineering, code compliance, planning, architecture, construction management or a related field;
OR
- Four years of increasingly responsible experience in community development permitting. Previous related public counter experience is desirable.

License or Certification:

- Must possess a valid Nevada driver's license or have other means of transportation.

Physical Demands: *(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.)*

Strength and stamina to occasionally bend, stoop, sit and stand for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper, reference, and other materials weighing up to twenty-five pounds. Some reaching for items above or below desk level. While performing the duties of this job, the employee is regularly required to sit, use hands to finger, handle, or feel; and talk or hear. The employee is frequently required to stand, walk, and reach with hands and arms. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

Working Conditions:

Work is primarily performed indoors with generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with upset and potentially angry or frustrated individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Signature: _____ Date: _____

CITY OF FERNLEY
Accounting Manager
Salary: \$29.71/\$61,796.80 – \$46.72/\$97,177.60

Definition:

Under direction of the City Treasurer, serves as the Accounting Manager and performs work requiring consistent exercise of discretion and judgment by performing a broad range of professional accounting tasks; assists the City Treasurer in tasks required for preparation of the City's financials and budgets; provides training and functional supervision of department staff.

Distinguishing Characteristics:

This is a single position management class responsible for assisting in the management of financial functions and management of financial resources. This class is distinguished from the Finance Director/City Treasurer in that the latter is a statutory official/department head position, reporting to the Mayor and City Council, and is responsible for the overall management of the Finance Department.

Essential Functions: *The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below.*

1. Reviews accounting transactions for appropriate posting and performs monthly reconciliations to the general ledger; prepares adjusting entries as necessary.
2. Prepares all journal entries for review by the Treasurer.
3. Prepares financial statements for distribution to City staff and others.
4. Maintains the City's project management system and performs monthly reconciliations of projects and asset accounts; prepares detailed reports of completed project financial activity.
5. Sets up project numbers and maintains depreciation schedules; prepares and posts closing entries.
6. Prepares entries for new assets, disposed assets and transfer of assets from construction in progress.
7. Will be required to request and obtain necessary financial information from other departments.
8. Performs monthly grant reconciliations and prepares and submits necessary reports.
9. May assist in grant writing, reporting and other related duties.
10. Prepares reimbursement requests to outside agencies.
11. Prepares payment requests and required documents for payment to outside agencies.
12. Prepares quarterly budget vs actual financial presentations for City Council.
13. Prepares daily bank reconciliations.
14. Develops and evaluates financial accounting policies, processes, and procedures.
15. Assists in maintaining standard operating procedures for the department.
16. Assists in the preparation of the City's budget documents and data entry.
17. Assists in the preparation of the department's budget and identifies budget needs; writes justifications for funding requests.
18. Monitors departmental variances between projected and actual expenditures.
19. Conducts internal audits of various City financial operations.
20. Reconciles real and personal property taxes and apportionment.
21. Oversee accounts payable/ payroll technician.
22. Assists with developing audit workpapers and ACFR schedules and statistical information.

- 23. Will be required to meet with Council members, staff, outside agencies or others.
- 24. Performs banking transactions as directed and authorized by the City Treasurer.
- 25. Performs related duties and responsibilities as required.

Qualifications for Employment *(KSA's are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)*

Knowledge and Abilities:

Knowledge of:

- Financial accounting and reporting for governmental and enterprise funds;
- Generally accepted accounting principles (GAAP) and Governmental Accounting Standards Board (GASB) Standards;
- Accounting information systems used in computerized financial record keeping to include GL, AP, AR, payroll, asset management, project management, bank reconciliation, etc.;
- Principles and practices of financial management;
- Principles of budget preparation and administration;
- Internal financial control procedures;
- Audit preparation and procedures;
- ACFR schedules;
- Grant management and monitoring;
- Project and asset tracking and management;
- General ledger and account setup;
- Online reporting systems, banking systems, budget systems and other;
- Laws and regulations which pertain to governmental accounting, budgeting, payroll, benefit administration, and data processing management; and,
- Current methods, practices, and techniques of financial record keeping and compliance.

Ability to:

- Collect, interpret, and evaluate narrative and statistical data pertaining to policy, fiscal, and department operational matters;
- Review and analyze and research;
- Understand and interpret financial information, reports, laws, and regulations;
- Communicate with supervisor, analyze and problem solve;
- Use resources, research, obtain and provide accurate information to City Treasurer and others;
- Use logic and make good decisions for the City;
- Obtain training, learn and apply;
- Work effectively under the pressure of deadlines, conflicting demands, and changing priorities;
- Establish and maintain effective working relationships with all levels of City staff, service providers and contractors, elected and appointed officials, individuals transacting business with the City, and members of the general public;
- Write, prepare, present written and oral reports;
- Write policies and procedures;
- Gain cooperation through discussion and persuasion;
- Have discussions, propose options and provide opinions;
- Project the consequences of proposed actions;

- Present findings, recommendations, and policies to individuals and groups in a comprehensive and persuasive manner; and
- Communicate effectively in writing and orally on matters related to financial and budgetary policies, funding, and operations.

Special Requirements:

Possession of a valid Nevada driver's license or access to alternate means of travel.

Experience and Training: *Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:*

Bachelor's degree in accounting, public or business administration, or a related field of study with an emphasis in financial management or accounting plus five (5) years of progressively responsible experience in public sector accounting and/or financial management or auditing.

Physical Demands:

Strength, dexterity, coordination, and vision to use keyboard and video display terminal for prolonged periods on a regular basis. Strength and stamina to drive long distances. Dexterity and coordination to handle files and single pieces of paper. Occasional lifting of items weighing up to 25 lbs., such as files, stacks of paper, reference, and other materials. Frequently moving from place to place within the office; some reaching for items above and below desk level.

Working Conditions:

Generally clean working office environment with limited exposure to conditions such as dust, fumes, odors, or noise; frequent interruptions of planned work activities by telephone calls, office visitors and response to unplanned events; periodic contact with angry or upset individuals.

In compliance with applicable disability laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Signature: _____ Date: _____

CITY OF FERNLEY
Senior Project Manager
Salary Range: \$43.54/\$90,563.20 - \$54.20/\$112,985.60

Definition:

Under direction, performs a variety of professional project management tasks in the field and office related to the scoping, planning, design and construction of parks, facilities, streets, storm drains, wastewater, and water treatment and water distribution projects.

Distinguishing Characteristics:

The Senior Project Manager is the second working level class for Project Managers and is expected to work independently, using sound judgement, and covering a wide range of complex projects and responsibilities. The Senior Project Manager works under the guidance of the City Engineer.

Essential Functions: *(Performance of these functions is the reason the job exists. Employee may not be assigned all duties and assigned duties are not limited to the essential functions.)*

1. Participates in scoping, planning, and coordinating functions in connection with a wide variety of municipal infrastructure projects including parks, facilities, streets and storm drains, wastewater system, water distribution and water treatment systems.
2. Reviews plans and proposals to assure compliance to specifications and standards for projects, including design study reports, environmental impact statements, and traffic engineering reports.
3. Prepares reports to the City Council, Planning Commission, and other boards/groups including project budgets and plans, design studies, technical reports, and cost estimates. Senior Project Manager may also present reports to the Council or other entities as necessary.
4. Solicits bids and oversees the bidder response process; verifies accuracy and reasonableness of submitted bids and ensures compliance with Nevada Revised Statutes and City policies.
5. Prepares contracts and professional service agreements; oversees project design; reviews consultant plans and specifications.
6. Prepares project schedules; monitors project progress and results; coordinates and oversees the work of contractors to complete projects; verifies and initiates change orders as necessary.
7. Reviews specifications, cost estimates, contracts and agreements and verifies contractor invoices for payment processing; may supervise contractors.
8. Visits project sites for oversight responsibilities and assures compliance with contract specifications, timelines, budgets and plans, and monitor project progress and results.
9. Compiles and analyzes data; prepares and processes special and recurring reports, correspondence, and agenda items on the proposal, progress, and completion of assigned projects.
10. Responsible for updating and maintaining project(s) budget and completing the project(s) in a timely manner.
11. Evaluates and analyzes issues and recommends and/or implements solutions.
12. Assures compliance with all City of Fernley safety policies and procedures and Occupational Safety and Health Administration (OSHA) rules and regulations, and all other safety regulations.
13. Serves as a liaison between the City of Fernley and various regional government organizations, state and Federal agencies, and community groups.
14. Secures data, prepares reports, and presentations for conferences and public hearings on proposed projects.
15. Manages special projects and performs related duties and responsibilities as required.

Qualifications for Employment (*KSA's are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.*)

Knowledge of:

1. Knowledge of the principles, practices and techniques of project management;
2. Knowledge of methods and techniques in the design, construction and maintenance related to municipal parks, facilities, streets, wastewater systems, water treatment and water distribution systems.
3. Knowledge of the principles and practices of project and construction management, and contract administration;
4. Knowledge of applicable Federal, state and county policies, procedures, codes and ordinances;
5. Knowledge of progressive techniques and equipment used in design, construction, and maintenance of various public works projects, including land surveying; strength properties and use of construction materials;
6. Knowledge of principles and practices of budget preparation and administration; and,
7. Knowledge of occupational hazards and safety practices related to water and sewer system operations and maintenance.

Skills to:

1. Skill in understanding, interpreting and applying relevant county, state and Federal statutes, rules, ordinances, codes and regulations and planning and implementing project objectives to assure compliance;
2. Skill in assessing and prioritizing multiple tasks, projects and demands;
3. Skill in reading and evaluating blueprints and technical schematics, data collection and analysis and mathematical and statistical calculations;
4. Skill in establishing effective working relations with other department staff, internal and external customers, and regional government organizations.

Ability to:

1. Prepare and evaluate studies and plans of large projects;
2. Evaluate alternatives and recommend or adopt effective courses of action;
3. Perform accurate project management and/or engineering calculations and cost estimates;
4. Conduct difficult technical research and analyze complex mathematical problems;
5. Communicate effectively, orally and in writing;
6. Prepare, understand, and interpret construction plans, specifications, and other contract documents;
7. Conduct comprehensive studies and prepare reports with recommendations.

Special Requirements:

- Possession of a valid Nevada driver's license or access to alternate means of travel.
- Possession of Professional Engineer (PE) certification preferred.

Experience and Training: *Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:*

Bachelor's degree from an accredited college or university in civil engineering, construction management or closely related technical field plus two (2) years of increasing responsible engineering experience preferred;

OR

4-year technical degree (or comparable work experience) with a minimum of five (5) years of increasing responsible project management or engineering experience in public works construction;

OR

An equivalent combination of education and experience.

Physical Demands: *(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.)*

Strength and stamina to occasionally bend, stoop, sit and stand for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper, reference, and other materials weighing up to twenty-five pounds. Some reaching for items above or below desk level. While performing the duties of this job, the employee is regularly required to sit, use hands to finger, handle, or feel and talk or hear. The employee frequently is required to stand, walk, and reach with hands and arms. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

Working Conditions:

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with angry or upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events. Occasionally works in outdoor and indoor environments with intermittent to frequent exposure each day to unpleasant elements such as vibrations, noise, dust, fumes and odors, dampness, raw sewage, noise levels, or extreme weather conditions including heat, rain, snow, cold, wind, and dust. Potential exposure to dangerous chemicals; perform highly detailed work under changing, intensive deadlines on multiple, concurrent tasks. Must be willing to work extended hours, evenings, weekends, and holidays, as needed.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Signature: _____ Date: _____

City of Fernley
Utility Billing Manager
Salary Range: \$89,500.00 - \$105,456.00

Definition:

This middle management position will provide leadership and accountability for all day-to-day operations within the Utility division and report directly to the Public Works Director. Serve as primary contact for solving customer inquiries and billing discrepancies. To oversee excellent customer service and a team of employees focusing on utility, from both the technical and billing aspect, is the primary goal for this position.

Essential Functions: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

1. Manage and supervise the customer service and utility billing functions; oversee personnel and resources allocated to the utility billing functions; oversee activities related to establishing and administering accounts of utility services.
2. Provides direction, advice, coordination, and support of the day-to-day utility operational and accounting functions between and for the Administrative Specialist and Meter Technician positions.
3. Verify daily receipts and capture receipt batches, reconciling input from all relevant alternative payments (Bill pay, credit cards).
4. Monitor timely entry of meter readings and data load and upload meter ready devices.
5. Manage all third-party software interfaces such as Caselle.
6. Generate and analyze utility-based reports as needed by Public Works, Finance, City Council, or City Manager's office on an annual and/or monthly basis.
7. Assist customers on a daily basis as needed.
8. Oversee all functions related to monthly utility billing using Caselle software data entry and auditing and analyze system-generated reports for accuracy.
9. Investigate billing discrepancies, process past due notices, process billing and fines as related to utility billing and cross-connection activities.
10. Train, oversee, and assist in the evaluation of performance of personnel as assigned; assign, prioritize and review work; ensure completed work products meet required timelines and standards of quality and quantity.
11. Coordinate with IT Specialist, Meter Readers, and Water Distribution Foreman regarding work orders for system maintenance and monthly meter readings.
12. Review, monitor, and recommend changes and controls for compliance for the City's utility billing policies and systems within the City Municipal Code.
13. Performs other duties as assigned.

Knowledge, Skills and Abilities: *(KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training).*

Knowledge:

- Policies and procedures related to utility services, customer accounts, and billing processes.
- Municipal water and wastewater systems and metering systems.
- Accounting and financial management procedures.

- Assist with the design and implementation of various employee development and training programs.
- Practices of data processing concepts and methods, computer systems and applications related to general office principles such as Word and Excel.

Skills:

- Effectively communicate with all customers and employees in both written and oral forms.
- Understand, relate, and contribute to strategies to improve process, communication, and service.
- Read and interpret documents such as codes, rules, regulations, policies, and procedures.
- Speak effectively in front of customers or employees and maintain effective relations with them at all times.

Ability to:

- Exhibit sound and accurate judgment when dealing with all customers. Must be able to work in situations with hostile customers while maintaining tact and professionalism and adhering to prescribed departmental policies and procedures.
- Diagnose and troubleshoot customer issues with water and wastewater service.
- Balance team and individual responsibilities; exhibits objectivity and openness to others' views; contributes to building a positive team atmosphere involving flexibility, cooperation, and communication.
- Exhibit sound and accurate judgment; includes appropriate people in decision-making process; makes timely decisions.
- Perform responsible and difficult professional analytical, programmatic, and administrative duties involving the use of independent judgment and personal initiative.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Experience and Training: *Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:*

High School Diploma or GED equivalent required. Graduation from an accredited four-year college or university is highly desired. Six years previous experience in utility management, accounting, or related activities, preferably in a municipal setting.

Required Certifications and Licenses:

Possession of a valid Nevada driver's license or access to alternate means of travel.

Within one year of hire, employee shall obtain the following certifications:

Water Distribution Operator Grade-1 Full Certification with the State of Nevada, and
Wastewater Collections Operator Grade-1 Full Certifications with the State of Nevada.

Physical Demands: *(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodation may be*

provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.)

Strength and stamina to occasionally bend, stoop, sit and stand for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper, reference, and other materials weighing up to twenty-five pounds. Some reaching for items above or below desk level. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee is frequently required to stand, walk, and reach with hands and arms. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Must be available at the work site during regular business hours during which customer service is provided. Telecommuting is not suitable for this position. Punctuality is essential.

Working Conditions:

Work is primarily performed indoors with generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with upset and potentially angry or frustrated individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Signature: _____ Date: _____

CITY OF FERNLEY
Information Technology Coordinator
Salary Range: \$63,377.60 - \$88,316.80

DEFINITION

Under general supervision of the City Manager, installs, administers, and maintains the City's information technology systems and equipment; performs the maintenance and repairs on computer components, software, and other computer equipment; assists users in the proper use of computer hardware and software; installs hardware and software; administers and maintains the City's telephone system; performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single position class responsible for administration of the City's information technology systems, including personal computers, computer networks, network servers, data capturing equipment, and telephone systems.

EXAMPLES OF DUTIES: *The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. Marginal duties (shown in italics) are those which are least likely to be essential functions for any single position in this class.*

1. Provides assistance to end users through a "help desk" function.
2. Provides basic user training on published software used in City offices.
3. Tests, installs, upgrades, modifies, and performs basic maintenance of personal computers, printers, scanners, and other peripherals.
4. Maintains the security of the information stored on City information systems and of access to City information technology systems in general; establishes user network logins, accounts, and passwords; adds, deletes, and maintains user profiles and permissions for access to files.
5. Uses diagnostic and repair tools (both software and hardware) to locate the cause of and correct malfunctions in computers, routers, modems, storage devices, and related components of the City's information systems; repairs or oversees the work of contracted experts retained to resolve hardware and software problems.
6. Diagnoses and corrects connectivity within City Hall (wired), at remote offices, and with wireless devices; identifies software, hardware, and network communication errors; resolves or arranges for resolution of the problems.
7. Adds, deletes, and maintains users from the City's telephone system and maintains the system.
8. Acts as liaison with the City's contractors for network administration, Internet service, and telephone service.
9. Recommends and implements policies, procedures, and related software and hardware to backup systems and data; monitors compliance with procedures; verifies that backups are working properly; restores data from backup data.

10. Performs preventive maintenance on personal computers, components, and peripherals, including printers, scanners, and communication devices.
11. Monitors software licensing and periodically examines users' computers to assure compliance with policies regarding software.
12. Establishes and maintains procedural, software, and hardware capabilities for detection and removal of viruses, spyware, and other malicious and unauthorized software.
13. Establishes and maintains desktop and network security controls to ensure a stable network environment.
14. Participates in the planning for maintenance, improvement, and expansion of the City's information technology, participates on planning and oversight committees; gathers information regarding specific technology needs and regarding the changes in information technology which may affect the City's use of information technology; assists City staff with the selection, implementation, and administration of facilities for electronic records management; recommends acquisition of hardware and software.
15. Participates in and oversees maintenance of content on the City's Web site and facilitates further development of the Web site.
16. Maintains records for cost allocation of information technology expenditures.

QUALIFICATIONS OF EMPLOYMENT

Knowledge and Abilities:

Knowledge of:

- Functions and applications of software used by the City, including methods for analyzing and identifying software problems;
- Components, circuit boards, special features, and workstations.
- Methods, materials, and equipment used in the installation, maintenance, and repair of computer systems, networks, and components;
- Diagnostic software used in identifying and correcting complex computer, network system, and component problems;
- Network procedures, remote connectivity, Internet, and security issues.

Ability to:

- Analyze and solve problems during system and workstation setup, maintenance, and diagnostics;
- Assemble computer equipment, printers, and other information technology equipment;
- Research, read, interpret, and apply user and technical manuals;
- Apply documentation from a variety of sources to diagnose and resolve problems;
- Plan and oversee the design, installation, and support of citywide department desktop PC database images for compatibility and reliability in accordance with department specialized needs and established City standards;
- Diagnose the problems associated with software, hardware, and computer peripherals and take appropriate corrective actions;

Revision Date: 07.01.2024

- Maintain and update records for the allocation of work time and the use of supplies;
- Collect technical information, establish facts, diagnose problems, and draw valid conclusions;
- Communicate effectively, both orally and in writing;
- Maintain effective working relationships with City staff, vendors, and service providers;
- Select and utilize diagnostic software and use tools to determine component failures; °
- Utilize Active Directory to manage network resources.

SPECIAL REQUIREMENTS:

Possession of a valid Nevada driver's license or access to alternate means of travel.

EXPERIENCE AND TRAINING: *Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:*

Four years of full-time experience in the assembly, installation, repair, and maintenance of computer networks, a variety of personal computers and peripherals, and the related software; OR an equivalent combination of training and experience. A bachelor's degree from an accredited college or university in computer information systems or a closely related field is desirable and may substitute for a portion of the desired experience.

PHYSICAL DEMANDS: *(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.)*

Ability to sit for extended periods. Ability to frequently stand, walk, stoop, and kneel. Ability to lift and move objects weighing up to 50 lbs.

WORKING CONDITIONS

Work is primarily performed indoors with generally clean work environment and occasional exposure to electrical energy, dust, grease, and chemicals; periodic contact with upset and potentially angry or frustrated individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events.

The job description does not constitute an employment agreement between the City and employee. It is subject to change at any time by the City at its sole discretion.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Signature: _____

Date: _____

City of Fernley
Accounting / Payroll Technician
Salary Range \$51,542.40 - \$70,200.00

DEFINITION: Under supervision of the Director of Finance, performs technical duties to include generating City-wide payroll, processing City-wide accounts payable disbursements, processing PERS payments and all related tasks.

DISTINGUISHING CHARACTERISTICS: This is a non-exempt position. This class is distinguished from other positions within the finance department by its emphasis on technical payroll and accounts payable functions.

ESSENTIAL FUNCTIONS: *(Performance of these functions is the reason the job exists. Assigned job tasks/duties are not limited to the essential functions).*

1. Processes bi-weekly, organizational payroll.
2. Enters, maintains, and verifies accuracy of employee timesheets and data entered in to the payroll system and payroll files; coordinates with department management and human resources to ascertain data is correct; makes revisions as necessary.
3. Ensures employee deductions and employer paid expenses are accurate by reconciling payroll reports to HRs insurance reconciliation; brings discrepancies to HRs attention.
4. Processes garnishments and levies. Processes and disburses funds to respective recipient.
5. Calculates regular, overtime, standby, sick, vacation, holiday, and other components of pay.
6. Coordinates with employees and provides direction on proper time reporting.
7. Processes PERS reporting and payments as required.
8. Processes bi-weekly, City-wide accounts payable disbursements.
9. Audits payment requests for completeness, accuracy, and proper authorization.
10. Reads and interprets codes, laws, and regulations to ensure compliance and keeps abreast of Personnel Policies, Union Agreements and PERS regulations and updates.
11. Analyzes monthly vendor statements, resolves discrepancies that occur and maintains frequent contact with vendors to ensure accounts are current.
12. Prepares, reconciles, and maintains payroll files, vendor files and PERS files as needed.
13. Performs monthly, quarterly, and year-end accounting, payroll, and PERS processes as required.
14. Assists with audit preparation as it relates to payroll, accounts payable and PERS to include system and process review, making copies, retrieving files, answering inquiries, etc.
15. Works cooperatively with supervisors and management in managing his/her stress in the workplace.
16. Complies with legal and departmental records retention requirements.
17. Regular, dependable attendance and punctuality is required.
18. Performs other related duties and responsibilities as required.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge, Skills, and Abilities: (KSAs are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)

Knowledge of:

- Fundamentals of accounting and accounting concepts;
- Basic bookkeeping and accounting practices;
- Computerized payroll and accounts payable systems;
- Payroll and accounts payable processes and procedures;
- Employee deductions vs. employer paid expenses;
- PERS rules and procedures and eligible pay vs. non-eligible pay;
- Payroll and HR law;
- Weighted overtime calculations;
- IRS and ESD wage reporting processes and requirements;
- PERS and PERS reporting processes and requirements;
- 1099 and W2 reporting processes and requirements;
- W9 processes and requirements;
- Types of legal entities;
- Computerized applications such as spreadsheets and word processing programs; and
record retention laws and procedures.

Ability to:

- At least perform all essential functions as noted in 1-18 above;
- Accurately perform all payroll, accounts payable and PERS activities in a timely and accurate manner;
- Work under and meet strict deadlines;
- Read and interpret a variety of information and material;
- Interpret laws, agreements, procedures, regulations and ordinances;
- Operate a computer and other office equipment;
- Prepare spreadsheets, write memos, print reports;
- Communicate effectively, both orally and in writing;
- Communicate with customers, internal and external, in a clear, concise and effective manner;
- Manage and handle multiple priorities and tasks;
- Perform self-reviews of work product;
- Type 45 WPM;
- Perform 10-key at 8,000 keystrokes per hour or more;
- Establish and maintain effective working relationships with management, department staff, City Council the public, and all contacts.
- Problem solve and make suggestions for solutions to problems;
- Assess and identify areas of inefficiency and solutions for better efficiency;
- Assist others with payroll, accounts payable or PERS related questions and/or issues;
- Perform mathematical computations and analysis.

Required Certifications and Licenses:

Possession of a valid Nevada driver's license or access to alternative means of travel.

Experience and Training: *Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:*

Possession of a high school diploma or the equivalent AND four years of experience performing payroll duties; at least two years performing accounts payable duties; and at least one year performing PERS related duties.

Physical and Mental/Intellectual Requirements:

The physical and mental/intellectual requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

Strength, dexterity, and coordination to use a keyboard and video display terminal for prolonged periods. Cognitive ability to operate a computer using word processing and databases. Strength and stamina to bend, stoop, sit, and stand for long periods of time. Dexterity and coordination to handle files and single pieces of paper, occasional lifting of files, stacks of paper or reports, references, and other materials. Some reaching for items above and below desk level. Some reaching, bending, squatting, and stooping to access files and records is necessary. The ability to interact professionally, communicate effectively, and exchange information accurately with all internal and external customers. Light lifting (up to 50 pounds) is occasionally required.

In compliance with applicable disability laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and applicants are encouraged to discuss potential accommodation with the employer.

Working Conditions:

Work is performed under the following conditions:

Position functions indoors in an office type environment where most work is performed at a desk. The environment is generally clean with limited exposure to conditions such as dust, fumes, noise, or odors. Frequent interruptions to planned work activities occur.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Signature: _____ Date: _____

CITY OF FERNLEY
Animal Control Assistant
Starting Wage: \$18.98 per hour

DEFINITION: Under general supervision, enforces animal control ordinances and regulations in accordance with state and local laws; works in cooperation with the City Attorney's office, Police/Sheriff's Office, and other city departments to enforce and prosecute said ordinances and regulations.

DISTINGUISHING CHARACTERISTICS: The Animal Control Officer is distinguished from other classes by its responsibility for enforcing City ordinances and regulations relating to animal control within the City of Fernley. Work is accomplished by detecting, preventing, and investigating violations or ordinances related to animal control.

ESSENTIAL FUNCTIONS: *Performance of these functions is the reason this job exists. Employee may not be assigned all duties and assigned job tasks/duties are not limited to the essential functions.*

1. Enforces and applies state and local ordinances and regulations pertaining to animal control, responds to incidents including stray animals, dogs at large, and deceased animals near roadways and public property.
2. Apprehends, impounds, and transports domestic, farm, exotic, and wild animals that are stray, injured, diseased, mistreated, or dangerous animals; uses catch poles and traps to capture and impound animals; places animals in animal service vehicle; transports captured animals to the City's designated animal shelter or an animal hospital. Assists patrol officers and investigators by handling animals that are present at crime scenes, arrest locations, and animals owned by people transported to hospitals.
3. Prepares incident reports; completes all forms pertaining to animal control activities to be sent to the Animal Control Officer for investigation/follow up. Creates a case file for each action conducted by Animal Control including animal impoundment and any owner information that is discovered.
4. Establishes quarantines in designated locations based on information collected on reported incidents involving animals biting humans or those that are presumed to be affected by Rabies, the condition of animals, and whether infected and exposed animals have received previous vaccinations for rabies.
5. Performs minor first aid on injured animals by applying splints, tourniquets, blankets, muzzles, and other related medical supplies and equipment.
6. Performs sanitation on cages, leashes, catchpoles, and truck to prevent the spread of communicable disease.
7. Picks up dead animals found in public streets and rights of way; disposes of animal carcasses by means of transport to approved disposal process and disposal facility.
8. Performs weekly kennel duties as required by the Lyon County shelter agreement; cleaning and providing care to animals.

QUALIFICATIONS FOR EMPLOYMENT: *Knowledge, Skills and Abilities, thorough knowledge of:*

- Ordinances and regulations of the Fernley Municipal Code pertaining to animal control; Lyon County Sheriff Department rules, regulations, policies and procedures related to the City's animal services and the City and County Animal Shelter contract provisions;
- Nevada Revised Statutes pertaining to animal control and animal cruelty; criminal and civil matters pertaining to animal control;
- Geography of the City of Fernley and locations of various sites within the City;
- Health and hygiene of animals; characteristics, habits, and behaviors of various breeds of domestic animals;
- Practices and procedures pertaining to the safe handling and proper care of animals; methods and techniques used to capture and impound animals in a safe and humane manner; basic methods of subduing animals and protecting onlookers;
- Safety precautions and hazards arising out of the handling of sick and/or aggressive animals;
- Methods and techniques used to administer first aid to animals;

Ability to:

- Communicate and interact courteously and effectively with the general public, other law enforcement personnel, and animal control providers;
- Capture, impound, move, feed, and handle animals without causing harm or injury to the animal;
- Identify breeds and characteristics of animals;
- Perform first aid on injured animals;
- Clean and maintain kennels using the appropriate cleaning supplies, equipment, and chemicals;
- Detect symptoms of animal diseases; follow safety procedures in controlling and handling animals;
- Maintain accurate records and logs; communicate effectively verbally and in writing;
- Work independently and use proper judgment in carrying out the duties of an Animal Control Officer;

- Remain calm during stressful and highly charged emotional situations involving animals, animal owners, victims, and witnesses;
- Deal effectively with persons who are hostile or angry.
- Ability to operate a two-way portable radio, animal control service vehicle, catch poles, traps, computers, and modern office equipment.

MINIMUM QUALIFICATIONS:

Experience and Training: Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Education, Training, and Work Experience

Graduation from high school, or the equivalent, and one (1) year of experience providing care for animals within an animal shelter, veterinary office, animal hospital, or other closely related agency or organization. Previous work experience must have included contact with the public.

Experience as an Animal Control Officer for a public or law enforcement agency is desirable.

Special Requirements, Licenses, and Certificates: Must possess appropriate Nevada Driver's License at time of hire and maintain a satisfactory driving record.

- Animal Control Assistant (Part Time) Incumbents must possess a valid Nevada Driver's License at time of hire and maintain a satisfactory driving record.
- Animal Control Officer I: Incumbents must possess a Level I Academy of the National Animal Care and Control Association certification at time of hire or obtain within one (1) year of hire date.
- Animal Control Officer II: To be promoted to Animal Control Officer II, incumbents must possess a Level II Academy of the National Animal Care and Control Association certification and have completed two (2) years of service as an Animal Control Officer I.
- Lead Animal Control Officer: To be promoted to Lead Animal Control Officer, incumbents must possess a Level II Academy of the National Animal Care and Control Association certification and have completed three (3) years of service as an Animal Control Officer II.

WORKING ENVIRONMENT: The primary work setting involves operating an animal service vehicle and working on the scene of animal control situations. Frequently exposed to disagreeable weather conditions such as extremes of cold, heat, dampness, wind, dust, and fumes. Exposure to dead, injured, and diseased animals and animal waste products. Incumbents are exposed to loud noises and unpleasant sights, sounds, and odors when handling animals that are stray, injured, diseased, and dangerous. Incumbents are also exposed to animal carcasses. Euthanasia or the destruction of animals may be considered extremely disagreeable. Periodic contact with upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors and response to unplanned events.

PHYSICAL DEMANDS: (The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.)

Strength and stamina to drive and walk for long distances; stamina and flexibility to bend, squat, twist, reach, walk, and run on irregular surfaces; strength and stamina to regularly chase, control, lift, and carry live and dead animals; strength, stamina, and dexterity to climb to heights; ability to carry or move cages, food, and equipment; ability to work in confined spaces; hearing to perceive spoken communications in noisy environments; coordination and dexterity to perform several tasks simultaneously when handling animals; manual dexterity, motor skills, and cognitive ability to write reports and complete forms either by hand or via computer; periodic moving or lifting of objects weighing up to 50 pounds and occasional moving of objects weighing up to 100 pounds.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Signature: _____

Date: _____

Print name: _____



JOB DESCRIPTION

JOB TITLE:	Court Clerk	FLSA:	Non-Exempt
DEPARTMENT:	Municipal Court	GRADE:	1000
REPORTS TO:	Lead Court Specialist/Court Administrator/Judge	DATE:	April 23, 2024

DEFINITION:

Under general supervision of the Court Administrator, Court Clerks perform a full range of clerical, technical and administrative duties in support of the Fernley Municipal Court operations. Court Clerks perform a variety of services including, but not limited to, assisting the public with court information, data entry and retrieval from multiple computer systems, accepting, filing, and issuing legal documents, court functions and procedures of the court, cash handling and other related work as assigned.

DISTINGUISHING CHARACTERISTICS:

Court Clerks begin at the entry level of this position. At this level the incumbent is under close supervision and is required to learn to perform a combination of various court-related clerical functions of minimal to average difficulty. As experience is gained, Court Clerks are expected to be able to under minimal supervision to perform a full range of complex clerical assignments. Advancement to each step within the Court Clerk position is based on certification from the Court Administrator and confirmation by the Municipal Court Judge that the employee has demonstrated exemplary performance of designated tasks, customer service and teamwork.

ESSENTIAL FUNCTIONS: *Performance of these functions is the reason this job exists. Employees may not be assigned all duties and assigned job tasks/duties are not limited to the essential functions.*

- Operate standard office equipment, including computers, scanners, facsimile equipment, central telephones, and other departmental-specific equipment after training.
- Utilize Microsoft programs to track and/or log information.
- May screen and direct visitors, answer telephone calls and emails from the public. Take messages; provide basic information regarding court policies, procedures, rules, and expectations as well as case specific information.
- Open, distribute and/or process incoming and outgoing mail, drop box documents.
- Perform a variety of cashiering duties; receive and receipt money, post payments, log and post bail and bonds; count, verify, record, and prepare reports on daily cash receipts; post to computerized cash ledgers. Establish payment plans with defendants.
- Establish, maintain, and audit office files; research and compile information from such files; purge files as required.
- Prepare and update case files by reviewing documents for completeness. Assemble documents in prescribed order for case records; file documents and case files using chronological, alphabetical, or numerical filing system. Prepares documents for use by the Judge during court sessions.
- Process traffic, criminal and civil cases; calendar court dates; reschedule hearings according to policy; disburse paperwork and any other resources necessary to assist with completing court orders.
- Prepare, audit, compile, and distribute court calendars. Distribute weekly court case files for review prior to court hearing.
- Process and audit notices, clearances, and convictions to the Department of Motor Vehicles (DMV) and complies with DMV regulations.
- Clerk in the courtroom; administer oaths, enter court minutes, prepare, and enter orders and dispositions into case management system and maintain exhibits after court proceedings.
- Perform case management activities related to monitoring of a criminal defendant pending adjudication of his/her case to ensure compliance with court order(s), financial obligations, court dates and other related program conditions including documenting each defendant's progress or lack thereof in completing program compliance and follows established procedures for dealing with noncompliance violations including requesting warrants.
- ATAC Responsibilities.
- Set up technology in the court room, and provide basic troubleshooting as needed to ensure court proceedings run uninterrupted or with minimal issues.

- Perform quality assurance audits on different court processes.
- Process records request and prepare certified priors of conviction.
- Apply and process cash bail and bail bonds payment, refunds, forfeitures, and exonerations.
- Correspond with defendants by phone and mail to resolve compliance issues such as requests for final dispositions and plea in absentia.
- Compile, prepare and organize documents for service. File and track returns of service on court documents.
- Coordinating placement and monitoring of defendants' treatment programs for substance abuse, mental health, domestic violence, and related treatment programs as ordered by the court.
- Perform inquiries of driver's license and criminal histories for court through NCIC and NCJIS systems, entering, clearing, and validating warrants. collect statistical data for reports; update and ensure the accuracy of database while adhering to NCIC/NCJIS administrative and security requirements, system sanctions, criminal history dissemination, policies, procedures etc., as required.
- Perform related duties and responsibilities as required and other duties which may be assigned.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge of:

- Operation of standard office equipment.
- Customer service principles and techniques.
- Basic Mathematical principles including experience with a ten key.
- Filing in numerical and alphabetical order.
- Cash handling procedures and record keeping methods.
- Correct English usage.
- Adobe, Microsoft and Zoom programs.
- Basic legal terminology and processes.
- Municipal Court policy and procedures.
- Legal procedures of court calendar preparation and maintenance.
- Operation of case management system.
- Community Resources, Treatment and Placement options.
- Public information systems.
- Specialty court processes and procedures.
- Complex legal terminology and processes.
- Nevada Department of Corrections, detention center and court relationships and inner workings.

Ability to:

- Deal tactfully, effectively, and courteously with a variety of individuals under potentially hostile and stressful situations, including inmates, legal representatives, law enforcement officers and agencies and the public while providing information about court functions and proceedings.
- Work steadily with frequent interruptions and a high volume of public contact by phone, email or in person.
- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Type and enter data accurately at the speed necessary for successful job performance.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Compile, maintain, process, and prepare a variety of records and reports.
- Understand the organization, operations, and services of the Court and of outside agencies as necessary to assume assigned responsibilities.
- Organize and prioritize work assignments.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Learn, Understand, Interpret, and apply Statutes, Codes and Regulations that govern Municipal Court operations.

MINIMUM QUALIFICATIONS:

Any combination of training, education and/or experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

EDUCATION, TRAINING, AND WORK EXPERIENCE:

High School Diploma or equivalent and one (1) year responsible office experience performing a broad range of duties including cash handling or an equivalent combination of education, training, and experience.

SPECIAL REQUIREMENTS, LICENSES AND CERTIFICATES:

- Candidates will be required to submit to a background investigation. Failure to pass background will result in removal from the position.
- Candidates must obtain an applicable level of NCIC/NCJIS certification and/or training within 12 months of hire and maintain proficiency as required.
- Candidates must have the ability to type at a rate of 45 net words per minute from printed copy.
- Candidates must adhere to the Model Code of Conduct for Judicial Employees in the State of Nevada. The Model Code of Conduct protects and promotes the independence and impartiality of the judicial branch of government.

WORKING ENVIRONMENT:

Work is primarily performed indoors with generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with upset and potentially angry and frustrates individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events. In compliance with applicable disability laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer. Strength and stamina to occasionally bend, stoop, sit and stand for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of papers, reference and other materials weighing up to twenty-five pounds. Some reaching for items above or below desk level. While performing the duties of this job, the employee is frequently required to stand, walk, and reach with hands and arms. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust function. The job description does not constitute an employment agreement between the city and employee. It is subject to change at any time by the City at its sole discretion.

Employee's Acknowledgement: I acknowledge that I have read and understand the above job description and received a copy for my records.

Employees Printed Name

Date

Employees Signature

Date



JOB DESCRIPTION

JOB TITLE:	Lead Court Clerk	FLSA:	Non-Exempt
DEPARTMENT:	Municipal Court	GRADE:	1010
REPORTS TO:	Court Administrator/Judge	DATE:	April 23, 2024

DEFINITION:

Under direct supervision of the Court Administrator, performs a wide variety of specialized clerical, technical and administrative duties in support of the Fernley Municipal Court operations including operations listed within the court clerk as well as; give direction and lead training for other court staff, auditing of court staff documentation and work as well as providing coverage for the Court Administrators task in the event of absence.

DISTINGUISHING CHARACTERISTICS:

This is an advanced class above the Court Clerk. The duties assigned are in addition to the duties assigned to a Court Clerk. This position is assigned the responsibilities of reviewing, auditing, and monitoring work products for completion, accuracy, and productivity in accordance with established performance expectations and time requirements. This level is responsible for distributing and assigning incoming workload and providing direction, guidance and training to Court Clerks as needed. This class will provide back-up support to the Court Administrator on an as needed basis.

ESSENTIAL FUNCTIONS: *Performance of these functions is the reason this job exists. Employees may not be assigned all duties and assigned job tasks/duties are not limited to the essential functions.*

- All functions listed within Court Specialist Series.
- Monitor, disperse and assign day to day work of the customer facing staff.
- Coordinate and oversee the provision of efficient and effective service delivery to customers; handle difficult and complex customer service situations; identify and recommend opportunities for improving service delivery methods and procedures.
- Process appropriate documentation for non-compliant defendants on court services.
- Handles monitoring and management of complex cases and customers in need of extra oversight and follow-up.
- Performs daily, weekly, monthly, bi-annually, and annual archiving of case files and documents according to Nevada Revised Statutes and Minimum Records Retention Schedule; ensures all files are complete and accurate prior to archiving and destroying.
- Provides regular and routine instruction, training and audits of customer facing staff and work.
- Assist Court Administrator with monthly financial and statistical reporting, auditing, and reconciling.
- Provides oversight and audits the entry, clearance of warrants; coordinates efforts with other agencies; maintains statistics on warrants and extraditions.
- CJIS System Teletype Monitoring: Appropriately handles all messages received via CJIS systems to include research, routing, and re-queue, of AM and other messages. Manages all messages on a priority basis.
- Oversight, maintenance, and accessibility of records. Ensures appropriate retention and destruction pursuant to Nevada Supreme Court Rules and Nevada Revised Statutes.
- Participates in the oversight of the courts evidence and exhibits including retention and destruction pursuant to Nevada Supreme Court Rules and Nevada Revised Statutes.
- Perform related duties and responsibilities as required and other duties which may be assigned.

QUALIFICATIONS FOR EMPLOYMENT:

Knowledge of:

- NJIS Federal, State, and Internal regulations.
- Principles and practices of front counter coordination for assigned work unit.
- Record retention processes.
- Court Service document processing.
- Pertinent laws, codes and regulations.
- Creating and processing a variety of specialized orders.
- Training processes and practices.

- Inventory Control.

Ability to:

- Identify internal and external weaknesses that impact the department and recommend and assist with implementing solutions.
- Deal tactfully, effectively, and courteously with a variety of individuals under potentially hostile and stressful situations, including inmates, legal representatives, law enforcement officers and agencies and the public while providing information about Court functions and proceedings.
- Confer and advise customers regarding department policy, procedure, and standards.
- Work steadily with frequent interruptions and a high volume of public contact by phone, email or in person.
- Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
- Type and enter data accurately at the speed necessary for successful job performance.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Compile, maintain, process, and prepare a variety of records and reports.
- Understand the organization, operations, and services of the Court and of outside agencies as necessary to assume assigned responsibilities.
- Organize and prioritize work assignments.
- Oversee multiple projects, tasks, priorities, and colleagues to achieve desired goal.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.

MINIMUM QUALIFICATIONS:

Any combination of training, education experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

EDUCATION, TRAINING, AND WORK EXPERIENCE:

High School Diploma or equivalent and three (3) years of full-time administrative/professional level experience, two (2) years of which must be as a supervisory/managerial/leadership position or an equivalent combination of education, training, and experience.

SPECIAL REQUIREMENTS, LICENSES AND CERTIFICATES:

- Candidates will be required to submit to a background investigation. Failure to pass background will result in removal from the position.
- Candidates must obtain an applicable level of NCIC/NCJIS certification and/or training within 12 months of hire and maintain proficiency as required.
- Candidates must have the ability to type at a rate of 45 net words per minute from printed copy.
- Candidates must adhere to the Model Code of Conduct for Judicial Employees in the State of Nevada. The Model Code of Conduct protects and promotes the independence and impartiality of the judicial branch of government.

WORKING ENVIRONMENT:

Work is primarily performed indoors with generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with upset and potentially angry and frustrates individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events. In compliance with applicable disability laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodation with the employer.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. In compliance with applicable disabilities laws, reasonable accommodation may be provided for qualified individuals with a disability who require and request such accommodation. Incumbents and

individuals who have been offered employment are encouraged to discuss potential accommodation with the employer. Strength and stamina to occasionally bend, stoop, sit and stand for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of papers, reference and other materials weighing up to twenty-five pounds. Some reaching for items above or below desk level. While performing the duties of this job, the employee is frequently required to stand, walk, and reach with hands and arms. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust function. The job description does not constitute an employment agreement between the city and employee. It is subject to change at any time by the City at its sole discretion.

Employee's Acknowledgement: I acknowledge that I have read and understand the above job description and received a copy for my records.

Employees Printed Name

Date

Employees Signature

Date

CITY OF FERNLEY
Deputy City Clerk
Salary Range \$61,796.80 - \$79,206.40

Definition:

Under general direction, carries out the statutory duties of City Clerk as stated in the Nevada Revised Statutes, 266.480 when the City Clerk is unavailable or upon assignment. Assists in day-to-day operation of the department with primary emphasis on the performance of advanced, specialized administrative and office support functions for the organization; assists in conducting City elections and acting in the absence of the City Clerk.

Distinguishing Characteristics:

This is a mid-management position responsible for assisting in the oversight of and participation in all activities of the City Clerk's Office. This class is distinguished from the City Clerk in that the latter has overall statutory and management responsibility for all activities and services within the City Clerk's Office. This position may be required to work unusual or non-traditional hours that may occasionally extend into the late evening, in order to attend various meetings as the assigned representative of the Clerk's Office. The City Clerk supervises this position and evaluates the employee's performance.

Essential Functions: *The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below.*

1. Researches and responds to inquiries regarding City operations, records, services, and programs; explains rules, policies, and procedures; explains proper use and completion of forms and documents.
2. Oversee responsibility for assigned services and activities of the City Clerk's Office including the functions and activities of administrative staff. Assist the City Clerk in managing other functions and operations of the City Clerk's Office including records management, compliance, retention, and production.
3. Participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
4. Attend City Council/Planning Commission and other City subcommittee meetings as assigned by the City Clerk; assist the City Clerk in assuming responsibility for the accurate recording of City Council proceedings and actions; attend meetings as required.
5. Prepares, assembles, publishes, files, and distributes agendas, supporting documentation, and minutes of all City Council meetings.
6. Administers the passport application process and the business licensing function of the City, including liquor and specialty licenses.
7. Processes business, liquor license and franchise license applications and assists in preparing invoices, license renewals, late notices, and penalties.
8. Review temporary liquor, solicitor, and childcare license background investigations and make recommendations to City Clerk for approval or denial. Maintain sensitive information during this process including criminal history.
9. Review applications, compute fees, process and issue licenses for solicitors and special events.
10. Provide responsible staff assistance to the City Clerk; conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to programs, policies, and procedures of the City Clerk's Office as appropriate.

11. Provides coordination, training, and work review to support staff as required by the City Clerk.
12. Provides assistance to internal and external customers; respond to and resolve difficult and sensitive inquiries and complaints.
13. Attend and participate in professional group meetings sharing learned information with appropriate City staff regarding current processes and procedures used in other organizations.
14. Performs research, data gathering and analysis for written reports for the City Clerk, the Council, City departments and the public.
15. Participate in the development and administration of assigned annual budgets as requested by the City Clerk.
16. Assist the City Clerk with the public election process.
17. Maintain the City Clerk's page on the City website.
18. Acts in the absence of the City Clerk when appropriately assigned.
19. Work cooperatively with supervisors and management in managing his/her stress in the workplace.
20. Regular, dependable attendance and punctuality.
21. Performs other related duties and responsibilities as assigned.

QUALIFICATIONS FOR EMPLOYMENT *(KSA's are the attributes required to perform a job; generally demonstrated through qualifying experience, education, or training.)*

Knowledge and Abilities:

Knowledge of:

- Operational characteristics, services, and activities of a City Clerk's Office.
- Organization and function of City government.
- Principles and practices of program development, municipal budget, and administration.
- Pertinent federal, state, and local laws, codes, and regulations including election laws.
- Meeting protocol, parliamentary procedure, and principles and practices used in the accurate reporting of actions taken by a legislative body.
- English usage, spelling, grammar, syntax, punctuation, and business math. Principles of customer service.
- Contemporary office practices and procedures, including business correspondence, record maintenance system, and office equipment.
- Principles and practices of administrative analysis, research, and office support.
- Records management and systems analysis, development, and implementation.

Ability to:

- Work effectively under the pressure of deadlines, conflicting demands, and changing priorities.
- Understand the organization, operation, and services of the City and of outside agencies as necessary to assume assigned responsibilities.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Compile data, maintain records and files, and participate in the preparation of administrative or technical reports.

- Interpret and apply federal, state, and local policies, laws, and regulations.
- Interpret and apply administrative and departmental policies and procedures.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications and adapt to changing technologies.
- Plan and organize work to meet changing priorities and deadlines.
- Work cooperatively with other departments, City officials, and outside agencies.
- Work in a team-based environment to achieve common goals.
- Coordinate multiple projects and complex tasks simultaneously.
- Meet the physical requirements to perform the assigned duties safely and effectively.
- Communicate clearly and concisely, both orally and in writing, using both technical and non-technical language with tact and poise with both internal and external customers.
- Communicate with the public in situations requiring tact and poise.
- Identify and correct errors in English usage, grammar, spelling, and arithmetic calculations in a variety of documents.
- Analyze and interpret administrative procedures and regulations, legal documents, and contracts.
- Remain impartial regarding sensitive political issues while representing the City of Fernley.
- Maintain confidentiality regarding City business.
- Comply with internal Personnel Policies and Procedures and all other established City policies.

Special Requirements:

- Possession of a valid Nevada driver's license or access to alternate means of travel.
- Must be bondable.

Experience and Training: *Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:*

Completion of two (2) years of college, which includes course work in public or business administration, management, accounting, economics, English, or closely related field plus two (2) years of experience in general administration included research, analysis and the preparation of written reports or the administration of on-going or special projects.

OR

Bachelor's degree in public or business administration, management, accounting, economics, English, or closely related field.

OR

Four (4) years of administrative experience preferably with a local governmental or public agency with (2) two years of administrative and project management or supervisory responsibility.

Physical Demands:

Strength and stamina to occasionally bend, stoop, sit and stand for prolonged periods. Dexterity and coordination to handle files and single pieces of paper; occasional lifting of files, stacks of paper, reference, and other materials weighing up to thirty pounds. Some reaching for items above or below desk level. While performing the duties of this job, the employee is regularly required to sit, use hands to finger, handle, or feel; and talk or hear. Ability to communicate via telephone, email, face to face, and any other means necessary. The employee frequently is required to stand, walk, and reach with hands and arms. Specific vision abilities required by this

job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

Working Conditions:

Work is primarily performed indoors with generally clean work environment with limited exposure to conditions such as dust, fumes, odors, or noise; periodic contact with upset a potentially angry or frustrated individuals; frequent interruptions of planned work activities by telephone calls, office visitors, and response to unplanned events. Must be willing to occasionally attend evening meetings.

Employee's Acknowledgment: I acknowledge that I have read the above job description and have received a copy for my records. I further acknowledge that this position description is not a binding contract for secured employment with the City of Fernley.

Signature: _____ Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 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: Resolution
Motion

AGENDA ITEM:

(For Possible Action) Consideration and Discussion of Resolution #24-008, a Resolution to establish 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. The proposed Resolution establishes this committee.

RECOMMENDED MOTION:

I move to approve Resolution #24-008 to establish the Capital Improvements Advisory Committee pursuant to NRS 278B.150 as presented by staff.

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 #24-008 for the following reason: _____.

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.

Therefore, City staff recommends that the City Council establish the required Capital Improvement Advisory Committee. The proposed Resolution, in conjunction with an associated Code Amendment, accomplishes this.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 278B.150

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Resolution to Establish

RESOLUTION # 24-008

**A RESOLUTION OF THE FERNLEY CITY COUNCIL CREATING A CAPITAL
IMPROVEMENT ADVISORY COMMITTEE IN ACCORDANCE WITH NRS 278B.150.**

WHEREAS, the City of Fernley desires to develop future infrastructure to benefit the residents of the City; and

WHEREAS, the City of Fernley intends to impose impact fees for new development; and

WHEREAS, before imposing any impact fee, NRS 278B.150 requires the creation of a Capital Improvement Advisory Committee; and

WHEREAS, NRS 278B.150 allows the Planning Commission to serve as the Capital Improvement Advisory Committee with the stipulation that at least one member represent the real estate, development, or building industry; and

WHEREAS, the Capital Improvement Advisory Committee is subject to the same bylaws as the Planning Commission; and now therefore,

BE IT RESOLVED BY FERNLEY CITY COUNCIL that effective immediately there is hereby established a City of Fernley Capital Improvement Advisory Committee.

RESOLUTION PASSED, APPROVED, AND ADOPTED the 1st day of May, 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

City Council AGENDA REPORT

Meeting Date: May 1, 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: Resolution

AGENDA ITEM:

(For Possible Action) Discussion and possible action to adopt Resolution #24-010 accepting the roadways and infrastructure constructed for the Nevada Commerce Center Project.

AGENDA ITEM BRIEF:

Staff is seeking Council approval of a resolution to accept the roadways and utility infrastructure for the **Nevada Commerce Center project**. The new roadways are a new portion of Commerce Center Drive. 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 move to approve resolution 24-010 to accept the public improvements including roadway, water, storm drain and sewer infrastructure for Nevada Commerce Center."

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 of a resolution to accept the roadways and utility infrastructure for the **Nevada Commerce Center project**. The new roadways are a new portion of Commerce Center Drive. 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

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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. The additional homes created by the map and constructed with the improvements will supplement the City's water and sewer revenues with additional service accounts.

ATTACHMENTS:

1. 24-010 Nevada Commerce Center Acceptance Resolution
2. 2023.12.01 Nevada Commerce Center Acceptance Memo to Finance
3. 2024.04.02 Nevada Commerce Center Vicinity Map
4. 678563-1
5. 2024.04.02 Nevada Commerce Center Public Infrastructure Acceptance



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: May 1, 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):

Discussion and possible action to approve resolution 24-010 to accept the public improvements including roadway, water, storm drain and sewer infrastructure for the Nevada Commerce Center 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 of a resolution to accept the roadways and utility infrastructure for the **Nevada Commerce Center project**. The new roadways are a new portion of Commerce Center Drive. 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 move to approve resolution 24-010 to accept the public improvements including roadway, water, storm drain and sewer infrastructure for Nevada Commerce Center.”

ALTERNATIVES:

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

PROJECT SUMMARY:

Nevada Commerce Center was approved by the City of Fernley Planning Department Zoning Administrator on February 6, 2024. Nevada Commerce Center project subdivided 78.86 acres in to four (4) separate parcels for a proposed commercial development and dedicated the new Commerce Center Drive extension to the City of Fernley. The improvements have been completed and staff has received the final verification of public improvements. Staff has written the resolution to reflect the requirements of NRS. After the resolution is approved, Staff will have it recorded with the County Recorder.

BACKGROUND:

The construction of four (4) commercial/industrial lots and extension of Commerce Center Drive. Public infrastructure is to include the new roadway extension, water, sewer, and storm drain improvements to serve the four separate parcels for which new development will occur.

After the resolution is signed, staff will send to the Lyon County recorder's office and notify the City's finance department to include the value of the infrastructure in the City's financial statement.

ANALYSIS:

None.

FINDINGS:

None.

LEGAL IMPLICATIONS:

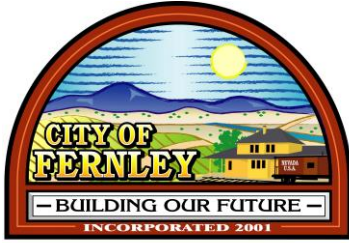
NRS 278 sets the state laws for planning and zoning. The City of Fernley Development Code and Design Standards sets the laws for the development in the City of Fernley.

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. The additional homes created by the map and constructed with the improvements will supplement the City's water and sewer revenues with additional service accounts.

ATTACHMENTS:

- **Resolution 24-010 Nevada Commerce Center Acceptance Resolution**
- **Nevada Commerce Center Memo to Finance Department**
- **Nevada Commerce Center 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 Nevada Commerce Center Public Infrastructure

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

On **November 8, 2023**, the engineering department issued a notice of completion for: **Nevada Commerce Center Public Improvements**.

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

Streets	\$819,194.47
Sanitary Sewer	\$169,381.63
Storm Drain	\$556,260.00
Water	\$854,910.00

Total: **\$2,399,746.10**

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

Total new miles of streets: 0.3 mi
Total new miles of water line: 0.60 mi
Total new hydrants: 0
Total new miles of sewer main: 0.18 mi
Total new sanitary sewer manholes: 10
Total new miles of storm drain main: 0.41 mi
Total new storm drain manholes: 14

Please let us know if additional information is needed.



COUNTY CLERK/TREASURER CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO NRS 361A.265.
A.P.N. 021-061-29 & -30

LYON COUNTY TREASURER

BY: Haley Page DATE: 2/14/2024
Haley Page, Deputy Clerk
NAME & TITLE

CITY OF FERNLEY CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PARCEL MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE CITY OF FERNLEY WATER, WASTEWATER, ROADWAY AND DRAINAGE STANDARDS AND REGULATIONS AND THAT ALL REQUIRED IMPROVEMENTS HAVE BEEN COMPLETED OR PROPERTY FINANCIAL SECURITY HAS BEEN POSTED GUARANTEEING COMPLETION OF THIS PARCEL MAP AND THAT ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED. IN ADDITION ALL OFFERS OF DEDICATION FOR ALL PUBLIC ROADWAYS WERE REJECTED WITH THE RESERVATION TO ACCEPT SAID OFFERS AT A LATER DATE. UTILITY EASEMENT FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF PUBLIC WATER, SEWER, AND DRAINAGE FACILITIES HAVE BEEN CHECKED, ACCEPTED, AND APPROVED BY THE CITY, AND DO HEREBY RELINQUISH THOSE EASEMENTS AS NOTED ON THIS MAP.

Cavin Henderson DATE: 2-14-24
CITY OF FERNLEY ENGINEER

Cavin Henderson
PRINT NAME

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THE ENTITY OFFERING THIS PLAT IS THE LAST TITLE HOLDER OF RECORD FOR ALL THE LANDS DELINEATED HEREON AND THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE OWNERS FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES COLLECTED AS TAXES OR SPECIAL ASSESSMENTS EXCEPT AS SHOWN BELOW.

STEWART TITLE GUARANTY COMPANY

BY: J. Hunt DATE: 1-17-2024

MARY HUNT, Commercial Title Officer
NAME & TITLE

TRUCKEE CARSON IRRIGATION DISTRICT CERTIFICATE

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

EVERY PARCEL DEPICTED UPON THIS MAP LIES WITHIN THE GEO-PHYSICAL BOUNDARIES OF THE NEWLANDS FEDERAL RECLAMATION PROJECT (PROJECT) ESTABLISHED BY ACT OF CONGRESS IN 1902 (32 STAT. 388), AND THE BOUNDARIES OF THE DISTRICT AS AUTHORIZED BY THE NEVADA IRRIGATION DISTRICT ACT (NRS 539.010 ET SEQ.) DEPICTED ON THIS MAP ARE PROJECT EASEMENTS AND/OR RIGHTS OF WAY FOR THE CONSTRUCTION, MAINTENANCE, AND OREGON OPERATION OF PROJECT CANALS LATERALS DRAINS AND OREGON FACILITIES. OBSTRUCTIONS AND/OR NUISANCES TO OR WITHIN PROJECT CANALS, LATERALS, DRAINS, AND/OR FACILITIES, ARE IMPERMISSIBLE.

THE DISTRICT BY AGREEMENT WITH THE UNITED STATES OF AMERICA, THROUGH THE BUREAU OF RECLAMATION (RECLAMATION) OF THE DEPARTMENT OF THE INTERIOR, IS THE AGENT FOR THE OPERATION AND MAINTENANCE OF THE PROJECT. THE DISTRICT IS AUTHORIZED TO ENTER PROJECT EASEMENTS AND/OR RIGHTS OF WAY FOR ALL LAWFUL PURPOSES ASSOCIATED WITH THE OPERATION AND MAINTENANCE OF THE PROJECT.

ALL LANDS DEPICTED HERE ON, HAVING SURFACE WATER RIGHTS APPURTENANT THERE TOO, ARE SUBJECT TO REGULATION BY THE DISTRICT FOR THE DELIVERY AND DISTRIBUTION OF WATER AS PROVIDED FOR BY NRS 539.233.

THE DISTRICT ASSUMES NO LEGAL DUTY, AS TO THE LANDS DEPICTED HEREON, FOR THE INSPECTION OR REVIEW OF PAST OR FUTURE HYDROLOGIC CONDITIONS, INCLUDING, WITHOUT LIMITATION, CHANGES TO SURFACE OR GROUNDWATER SOURCES, WATER TABLES, OR FLOODING, AND MAKES NO CLAIM OR WARRANTY AS TO THE EXISTENCE OF SUCH ADVERSE HYDROLOGIC CONDITION(S) NOW ATTENDING THE LANDS, OR EXISTING STRUCTURES, OR AS TO ANY STRUCTURE(S) TO BE PLANNED OR TO BE CONSTRUCTED THEREON.

THE DISTRICT ASSUMES NO LEGAL DUTY FOR, NOR MAKES ANY WARRANTY ASSOCIATED WITH, THE ACCURACY OF THE WATER RIGHTS DEPICTED ON THIS MAP.

Benjamin D. Shawcroft DATE: 2-14-2024
BENJAMIN D. SHAWCROFT, ESQ.
DISTRICT MANAGER

GIS NOTE

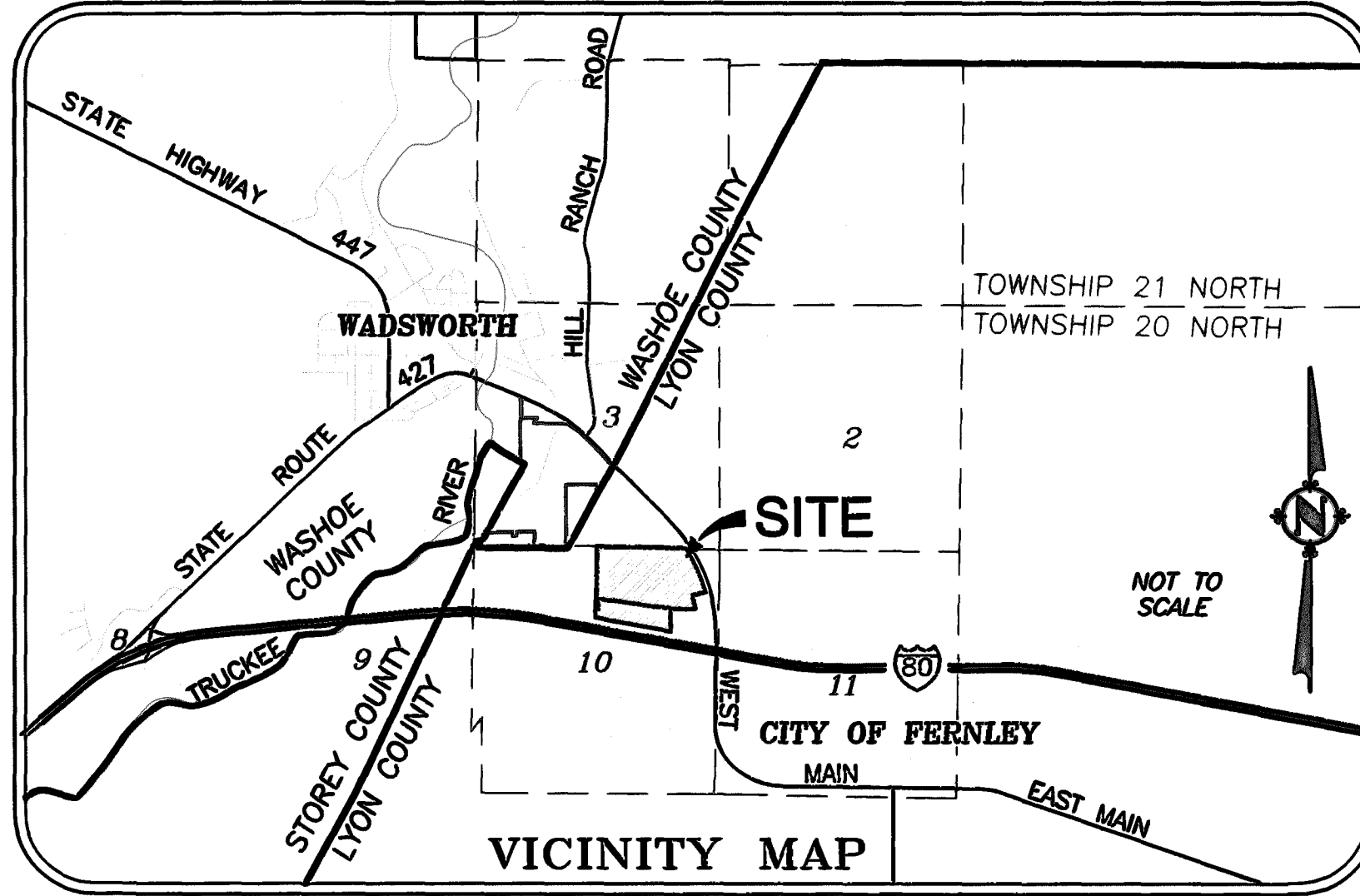
A DIGITAL COPY OF THIS MAP WAS PROVIDED TO THE CITY OF FERNLEY AND LYON COUNTY G.I.S. DEPARTMENT.

BY: Joshua Jones DATE: 02/14/24
BY: CITY OF FERNLEY G.I.S. DEPARTMENT
NAME & TITLE

Holly Villines
BY: LYON COUNTY G.I.S. DEPARTMENT
NAME & TITLE

RIGHT TO FARM

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



NOTES

- A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO SOUTHWEST GAS WITHIN EACH PARCEL AS SHOWN FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL, WITH THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING ADJACENT PARCELS.
- A PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT IS HEREBY GRANTED 10 FEET WIDE COINCIDENT WITH ALL EXTERIOR LOT LINES AND STREET RIGHTS-OF-WAYS, AND 10 FEET CENTERED ABOUT ALL INTERIOR LOT LINES PER THIS MAP.
- 10' PUE, PRIVATE DRAINAGE & PUBLIC PEDESTRIAN ACCESS EASEMENT GRANTED ALONG THE EXTERIOR RIGHT-OF-WAY OF FUTURE COMMERCE DRIVE AS SHOWN ON THIS MAP.
- THE PUBLIC UTILITY EASEMENTS SHOWN AND OR NOTED ON THIS PLAT INCLUDE USE FOR THE INSTALLATION AND MAINTENANCE OF CABLE TELEVISION FACILITIES, SOUTHWEST GAS, CITY WATER FACILITIES, CITY SEWER FACILITIES AND CITY STORM DRAIN FACILITIES.
- A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL AND THE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING OTHER PARCELS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THE TIME OF INSTALLATION AND THE UTILITY COMPANY.
- AS SHOWN ON THIS MAP, ALL OF THAT 60' NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS GRANTED PER P.M. 51489 AND THAT PORTION OF A 60' NON-EXCLUSIVE EASEMENT FOR INGRESS/EGRESS GRANTED PER P.M. 39834 LYING WITHIN THE SUBJECT PROPERTIES ARE HEREBY ABANDONED PER THIS MAP.
- A 25' ACCESS EASEMENT ALONG THE SOUTH AND EAST SIDES OF THE CITY OF FERNLEY PROPERTY (APN: 021-061-27) IS HEREBY GRANTED TO THE CITY OF FERNLEY.
- THE PARCELS AND DEDICATED AREA AS SHOWN ON THIS MAP ARE SUBJECT TO THE EASEMENTS GRANTED TO NV ENERGY PER DOC. NO. 665356, OFFICIAL RECORDS OF LYON COUNTY, NEVADA.
- THE PARCELS AND DEDICATED AREA AS SHOWN ON THIS MAP ARE SUBJECT TO THE EASEMENTS GRANTED TO SOUTHWEST GAS CORPORATION PER DOC. NO. 664259, OFFICIAL RECORDS OF LYON COUNTY, NEVADA. (Notes Cont. Page 2)

UTILITY COMPANIES CERTIFICATE

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED AND APPROVED BY THE UNDERSIGNED PUBLIC UTILITY AND CABLE TV COMPANIES.

Sierra Pacific Power Co., D/B/A NV Energy, Inc. DATE: 1/11/2024
Chris Robinson SENIOR RIGHT OF WAY AGENT
(PRINT NAME & TITLE)

Charter Communications DATE: 1/5/2024
Armando Espino Construction Mgr
(PRINT NAME & TITLE)

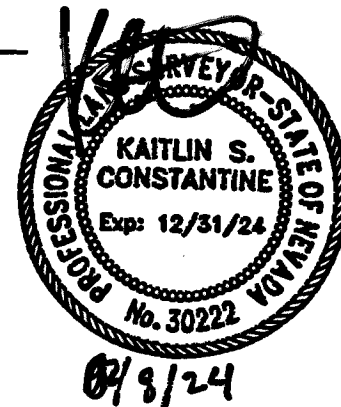
Nevada Bell Telephone Co. DBA AT&T Nevada DATE: 1-11-2024
Cliff Cooper SR SPECIALIST OSP DESIGN ENGINEER
(PRINT NAME & TITLE)

Frank Lee DATE: 1/16/2024
Southwest Gas Corporation
Frank Lee Engineer I
(PRINT NAME & TITLE)

CITY SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PARCEL MAP HAS BEEN EXAMINED AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

Kaitlin S. Constantine DATE: 2/1/24
P.L.S. 30222
CITY SURVEYOR



OWNERS CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS OF THAT TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT, THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTERS 116 & 278 AND LYON COUNTY CODE TITLE 11; DOES HEREBY OFFER AND DEDICATE TO THE CITY OF FERNLEY THAT PORTION OF COMMERCE CENTER DRIVE, THE 81-FOOT PUBLIC STREET AS DESIGNATED HEREON, TOGETHER WITH ALL APPURTENANCES THERETO, FOR PUBLIC USE FOREVER;

THE OWNERS OF THIS PARCEL MAP AND ITS HEIRS, ASSIGNS AND SUCCESSORS, AGREE TO PROVIDE NOTICE OF THE PROVISIONS OF NRS 40.140 AND CHAPTER 10.15 OF LYON COUNTY CODE TO ANY AND ALL SUBSEQUENT PURCHASERS;

THE OWNERS HEREBY GRANT ALL PUBLIC UTILITY COMPANIES INCLUDING CABLE TV COMPANIES, AND THE CITY OF FERNLEY, THEIR SUCCESSORS AND ASSIGNS, THOSE PERMANENT EASEMENTS DELINEATED AND NOTED HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY AND CABLE TV SYSTEMS AND APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOREVER.

PW FUND B DEVELOPMENT, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY
BY: PW FUND B, LP, A CALIFORNIA LIMITED PARTNERSHIP, SOLE MEMBER
BY: PWIE GP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, GENERAL PARTNER
BY: PAC WEST EQUITIES, LP, A DELAWARE LIMITED PARTNERSHIP, SOLE MEMBER
BY: PWI GP, LP, A CALIFORNIA LIMITED PARTNERSHIP, GENERAL PARTNER
BY: PW LEAD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, GENERAL PARTNER

BY: Kevin Ramos INVESTMENT COMMITTEE CHAIR

BY: Larry Allbaugh INVESTMENT COMMITTEE MEMBER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Sacramento SS

ON Dec 19, 2023, BEFORE ME, Michael Reed Notary Public, PERSONALLY APPEARED KEVIN RAMOS, AND LARRY ALLBAUGH WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

Michael Reed DATE: Dec 19, 2023
SIGNATURE PRINTED NAME

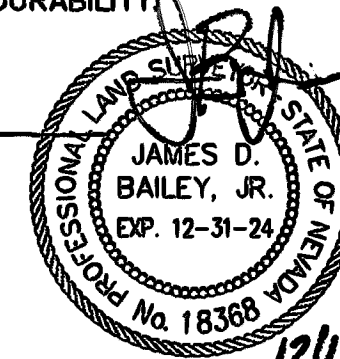
MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY
MY COMMISSION EXPIRES: Sept 25, 2026
CALIFORNIA CIVIL CODE 1189(A)(1)
GOVERNMENT CODE 66436(C)

SURVEYOR'S CERTIFICATE

I, JAMES D. BAILEY, JR., A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, HEREBY CERTIFY THAT:

- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF PW FUND B DEVELOPMENT, LLC.
- THE LANDS SURVEYED LIE WITHIN THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 10, T. 20N., R. 24 E., M.D.M., AND THE SURVEY WAS COMPLETED ON Dec 19, 2023
- THIS PLAT COMPLIES WITH THE APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
- THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

JAMES D. BAILEY, JR. P.L.S. 18368



A.P.N. 021-061-29 & -30

TOTAL AREA = 78.86± ACRES

24-005

COUNTY RECORDER'S CERTIFICATE

FILE NO. 678563
FILED FOR RECORD AT THE REQUEST OF
MERIDIAN SURVEYING & MAPPING, INC.
ON THIS 14th DAY OF Feb., 2024 AT
23 MINUTES PAST 3 O'CLOCK, P.M.
OFFICIAL RECORDS OF LYON COUNTY, NEVADA
Anita Talbot
COUNTY RECORDER
BY: Randi Johnson
DEPUTY RECORDER
FEE: \$425

PARCEL MAP

FOR

PW FUND B DEVELOPMENT, LLC

A MERGER & RESUBDIVISION OF PARCELS 1 & 3 OF
RECORD OF SURVEY 35259

SITUATE WITHIN THE NE 1/4 OF SECTION 10 T. 20 N. R. 24 E. M.D.M.

CITY OF FERNLEY LYON COUNTY NEVADA

Meridian Surveying & Mapping, Inc.
Land, Construction and Boundary Surveys
8725 Technology Way, Suite C2, Reno, NV 89521
(775) 690-4194

1
2

Doc#678563 2/14/2024 1 of 2

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Lyon County APN:

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley NV 89408

Main Recorded Documents to:

City of Fernley
595 Silver Lace Blvd
Fernley NV 89408

**RESOLUTION #24-010 FOR ACCEPTING
NEVADA COMMERCE CENTER PUBLIC IMPROVEMENTS THAT
INCLUDES ROADWAYS, WATER, SEWER, AND STORM DRAINS**

**FINAL MAP OF
RECORDED FEBRUARY 14, 2024, DOCUMENT NUMBER 678563 and
DEED OF DEDICATION DOCUMENT NUMBER 280743.**

WHEREAS, it is a function of the City of Fernley to operate and maintain public roads and public water, sewer, and storm drain infrastructure; and

WHEREAS, a portion of Commerce Center Drive, is offered for dedication by Final Parcel Map for PW Fund B Development, LLC, Document Number 678563, recorded on February 14, 2024 (the "Final Parcel Map"); and

WHEREAS, a portion of Commerce Center Drive, is offered for dedication by Document Number 280743, recorded on August 8, 2002; and

WHEREAS, NRS 278.390 specifically provides that if at the time a final map is approved but the associated streets are rejected, the offer of dedication shall remain open and the governing body or planning commission may by resolution at a later date, and without further action by the subdivider, rescind its action and accept and open the streets for public use; and

WHEREAS, said streets have been constructed and meet current City standards; and

WHEREAS, The City Council finds that it is in the best interest of the public to accept said streets and public water, sewer, and storm drain infrastructure.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fernley, pursuant to the authority of NRS 278.390, that Commerce Center Drive as shown on the Final Parcel Map is hereby accepted, and the Public Works Department is directed to open the roads for public use and maintenance.

BE IT FURTHER RESOLVED, and hereby ordered, that the City of Fernley, Public Works Department shall record this resolution in the Office of the Lyon County Recorder.

PASSED, APPROVED, AND ADOPTED this 1st day of May 2024, by the following
vote of the Council:

AYES:____ NAYS:____ ABSTENTIONS:____ ABSENT:____

FERNLEY CITY COUNCIL

Date: August 2, 2023

By: _____
Neal E. McIntyre, Mayor

Attest: _____
City Clerk, Kim Swanson



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Benjamin Marchant, City Manager

FINANCIAL IMPACT:

Yes:N/A

No:

CURRENTLY BUDGETED:

Yes:N/A

No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Resolution
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action to adopt Resolution 24-013 amending the City of Fernley Personnel Policy Manual.

AGENDA ITEM BRIEF:

This request is for approval of the annual POOL PACT and City of Fernley Human Resources Manager revisions.

RECOMMENDED MOTION:

"I move to adopt Resolution 24-013 amending the City of Fernley Personnel Policy Manual."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The council may direct staff to provide more information or clarification.

BACKGROUND:

The City of Fernley Personnel Policy manual received a comprehensive evaluation and update with

recommendations from POOL PACT to align policies with best practices and recent employment case law decisions and legislative developments. There are significant changes included in the update to the policy manual. For all changes, please review the draft Personnel Policy manual document containing mark-ups of all revisions.

A summary of the changes to the personnel manual is attached, and every City of Fernley employee will be required to review and acknowledge receipt of this updated manual.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Resolution 24-013
2. Index Summary of Changes
3. Draft Personnel Policies_proposed changes April 2024

CITY OF FERNLEY
RESOLUTION 24-013

A RESOLUTION TO APPROVE THE REVISED CITY OF FERNLEY PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the Fernley City Council desires to create a document which outlines the philosophy, work rules, policies, procedures, and benefits for employees; and

WHEREAS, the City of Fernley reserves the right to change personnel policies at any time subject to NRS 288, and understands that it is essential to periodically update such a document; and

WHEREAS, the City of Fernley Personnel Policy Manual is a compilation of policies concerning the internal operations of City government relating to various bargaining unit provisions and federal and state law; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fernley hereby adopts the City of Fernley Personnel Policies and Procedures Manual.

PASSED, APPROVED, AND ADOPTED ON May 1, 2024, by the following vote of the Council:

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENT:

Neal E. McIntyre, Mayor

Kim Swanson, City Clerk

Summary of Proposed Changes to the City of Fernley's Policies and Procedures:

Section:	Comments:	Page:
Cover Page	"Policies Revised and Adopted" date to be changed	N/A
Table of Contents	New Section 2.18.5 "Permitted Activities" under 2.18 Information Technology	41
Table of Contents	New Section 2.19.3 "Social Media Post Disclaimer" under Section 2.19	42
Table of Contents	Section 2.26 language change entire section from "Telecommuting" to "Remote Work"	51
Table of Contents	Added new Section 2.29 "Personal Vehicle Use"	52
Table of Contents	Section 4.2.1 changed Section title to "Requests for Reclassification/ <u>Reallocation</u> Review"	79
Table of Contents	Correction to Section 5.15 "Related Forms"	93
Table of Contents	New Section 6.10.4 "Emergency Closure Due to Weather Conditions"	115
N/A	Footnote for "Revised and Adopted" date to be changed throughout document	N/A
1.6.	Added "marital status" to language to "Change of Address" section	2
1.8.1.	Added new language to the Section "Guidelines" from POOL/PACT'S (POOL/PACT) 2023 policy	3
1.9.1.	Added "Note:" to Section "Identification and Access" per POOL/PACT 2023 policy	5
1.9.2.	Changed Section "Disposal of Personal Records" language to mirror POOL/PACT 2023 policy	8
2.4.3.	Added "Note:" to Section "Supervisor/Manager Responsibility" per POOL/PACT 2023 policy	13
2.4.4.1.	Added POOL/PACT language to "Investigation"	13
2.4.4.2.	Added POOL/PACT language to "Investigation"	13
2.8.2.	Added POOL/PACT language to "Accommodation"	18
2.9.5.	Changed language from "Employer" to "City of Fernley Responsibilities"	22
2.10.3.1	Added POOL/PACT language to "Implementation of Policy" for "Prohibition of Workplace Violence"	30
2.12.	Added POOL/PACT language to "Code of Ethics"	33
2.18.1.	Added POOL/PACT language to "Information Tech Policy"	37
2.18.4.	Added POOL/PACT language to "Prohibited Use"; struck old language	39-41
2.18.5.	New POOL/PACT language Section for "Permitted Activities"	41
2.19.3.	New POOL/PACT language Section for "Social Media Post Disclaimer"	42
2.22.1.1.	Added "...and professional..." to "Personal Appearance Policy"	47
2.22.1.2.	New language to "Personal Appearance Policy"	47
2.22.1.3.	New language to "Personal Appearance Policy"	47-48
2.22.1.5.	Revised language to "Personal Appearance Policy" for tattoos	48
2.22.1.6.	Added "Human Resources" instead of "...his/her supervisor or manager..."	48
2.22.1.7.	Struck outdated verbiage for to "Personal Appearance Policy"	48
2.22.1.9.	Modified language to "Personal Appearance Policy"	48
2.22.1.10. - 11.	Language stricken	48-49
2.22.2.3.	Struck "dress" and changed to "attire" under "Enforcement"	49
2.22.2.4.	Added new language to "Enforcement"	49
2.23.	Added new language for animals to mirror children's language	49

Summary of Proposed Changes to the City of Fernley's Policies and Procedures:

Section:	Comments:	Page:
2.26.	Changed entire section and subsections from Telecommuting to "Remote Work"	50-55
2.29.	Added POOL/PACT new section for "Personal Vehicle Use"	56
2.30.	Added new "Remote Work" form	57
3.4.1.5.	Added POOL/PACT language for Application Forms	60
3.4.1.6.	Added POOL/PACT language for Application Forms	60
3.5.	Added "received or" to "Application Filing Periods"	60
3.12.	Added POOL/PACT language to "Selection" section	63
3.15.	Added POOL/PACT language to "Background Checks"	66
3.16.1.	Added POOL/PACT language to "Offers of Employment Policy"	67
3.16.2.1.	Added POOL/PACT language to "Job Offer Letters"	68
3.16.2.2.	Added POOL/PACT language to "Job Offer Letters"	68
3.16.2.3.	Added POOL/PACT language to "Job Offer Letters"	69
3.18.	Added POOL/PACT language to "Introductory Period"	71
3.25.4.	Added POOL/PACT language to "Recruiting, Screening, Interviewing & Selecting Volunteers"	75
4.1.5.5.	Added "current" to the sentence	79
4.2.1.1. - .2.	Added "Reallocation" to "Requests for Classification/Reallocation Review"	79-80
5.3.2.3.	Struck 35 hour workweek and changed language to other mutually agreed upon schedule	81
5.4.5.	Add POOL/PACT language for "Responsibility for Time Reporting"	83
5.5.1.1.a.	Changed to POOL/PACT language for "Overtime Non-Exempt Employees"	83
5.5.1.6	Changed language for "Overtime Non-Exempt Employees" for "Time paid but not worked"	84
5.5.3.4.	Added "...or other mutually agreed upon working hours..." for "Exempt Employees"	86
5.8.1.1.	"An" stricken, language changed to "A non-exempt"	88
5.8.1.6.	Added new language for "annual merit increases for Non-exempt Employees on July 1"	89
5.8.1.7.	Added new language for "annual merit increases for Exempt Employees on July 1"	89
5.8.2.4.c.	Change from "...Step A..." to "...Step 1..."	89
5.8.2.4.e.	New language to capture the COLA increase for new Fiscal Year on a range from 0% to 4%.	89
5.8.3.	New Section for 2% increase for 10 year tenure - this applies to exempt and non-exempt.	90
5.15.	Change from "5.14." to "5.15." for Related Forms (misnumbered)	93
6.1.1.	Added POOL/PACT language to "Holidays Designated"	94
6.1.2.	Added POOL/PACT language to "Holiday Pay" for the "4/10 schedule"	94-95
6.2.4.	Added POOL/PACT language to "Use of Annual Leave"	96
6.3.1.	Added POOL/PACT language to "Sick Leave Policy"	97
6.4.1.2.	Added POOL/PACT language to "FML Policy"	100
6.4.1.3.	Added language to cover Intermittent Leave reporting requirements	100
6.5.2.5.	Added POOL/PACT language to "Leave of Absence w/o Pay Procedures"	109

Summary of Proposed Changes to the City of Fernley's Policies and Procedures:

Section:	Comments:	Page:
6.5.2.8.	Added POOL/PACT language to "Leave of Absence w/o Pay Procedures"	109
6.7.	Added "...annual or..." to be able to taken also for additional Bereavement Leave	111
6.10.4.	Added new language section for Emergency Closure Due to Weather Conditions	115
6.14.1.	Added POOL/PACT language to "Catastrphic Leave (CL) Program Policy"	117
6.14.2.	Added POOL/PACT language to "CL Eligibility"	117
6.15.	Added new Intermittent FMLA Leave Tracking Form, CL Request & Donation Forms	119
7.1.1.	Benefits effective date has been changed	120
7.1.3.	Added POOL/PACT language to "Health Insurance Coverage Plan Changes"	120
7.2.3.	Added POOL/PACT language to "Life Insurance Coverage"	120
9.2.4.	Added POOL/PACT language to "Layoff Notice"	128
11.1.1.6.	Added "bullying" to prohibited behavior	132
11.1.1.8. - .9.	Added POOL/PACT "*" "Note" to each item	132
11.1.1.14.	New Rule for "Negligent action causing damage or injury to property and/or equipment"	132
11.1.2.1.	Added "Documented" to "Verbal Warning" in "Forms of Disciplinary Action"	133
11.1.3.1.	Added POOL/PACT language to "Due Process"	134
11.1.3.5	Added POOL/PACT language to "Due Process"	135
Definitions of Terms	Added POOL/PACT definition for "ADA Coordinator"	139
Definitions of Terms	Added POOL/PACT language to "Casual Worker"	140
Definitions of Terms	Added POOL/PACT language to "Child"	140
Definitions of Terms	Changed definition for "City of Fernley Premises"	140
Definitions of Terms	Added POOL/PACT definition for "Consumer Reports"	140-141
Definitions of Terms	Added POOL/PACT language to "Grade"	143
Definitions of Terms	Added POOL/PACT definition for "Pay Range"	145
Definitions of Terms	Added POOL/PACT definition for "Personal Information"	145
Definitions of Terms	Added POOL/PACT definition for "Protected Hairstyle"	146
Definitions of Terms	Added POOL/PACT definition for "Race"	146
Definitions of Terms	Added POOL/PACT definition for "Reporting Officer"	147
Definitions of Terms	Added language to "Warning: <u>Documented</u> verbal and/or written notice..."	148

CITY OF FERNLEY

Personnel Policies and Procedures



Policies Revised and
Adopted ~~May 4, 2022~~

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1. GENERAL PROVISIONS

1.1. Purpose

These policies are established to carry out the **City of Fernley** personnel resolution, personnel ordinance, or intent of the governing board to adopt uniform personnel policies that will enable each employee to make his/her fullest contribution to the programs and services of the **City of Fernley**. Each employee is responsible for reviewing and complying with the **City of Fernley** personnel policies.

The **City of Fernley** retains the sole right to manage its affairs and direct its workforce within the existing framework of law (federal, state, and local), but not limited to the right to plan, direct, and control its operations; to determine the location of its facilities; to determine working hours; to decide the types of services to be provided and the manner of providing them; to decide the work to be performed; to decide the method and place of providing its services; to determine the schedules of work; to hire, layoff, assign, transfer, and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting and quitting times; to make such reasonable rules and regulations not in conflict with any collective bargaining agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or effective operations of its facilities and to require compliance therewith by employees; to discipline and discharge employees for cause. These management rights are not subject to the dispute resolution/grievance procedure except as may be provided in a collective bargaining agreement.

1.2. Scope

In cases where the application of these policies would conflict with a collective bargaining agreement, employment contract, or at-will status, that is in effect between a recognized employee organization and the **City of Fernley**, the provisions of the collective bargaining agreement, employment contract, or at-will provisions, and limitations shall govern. In all other cases, these policies shall govern. Nothing in these policies is intended to supersede applicable state or federal laws or administrative regulations/ordinances related to personnel matters.

1.3. Computing Time for Notices

Unless otherwise provided, the length of time for processing an action in these policies, days shall be counted beginning with the calendar day following mailing or delivery of notice and concluding at 5 p.m., on the last day to be counted. If the last day to be counted falls on a weekend or holiday, the period will end at 5 p.m., on the first business day following the last counted day.

1.4. Administration

The **City of Fernley** reserves the right to change these personnel policies at any time. Nothing contained in these policies is intended to confer any property right in continued employment or imply a contract of employment. Any change in policies must be in writing and cannot be made verbally.

All employees of the **City of Fernley** are expected to read and familiarize themselves with the contents of these policies. After receiving and reviewing these policies, each employee is expected to sign an acknowledgment form. The employee must return the signed acknowledgment form to the Human Resource Manager for inclusion into his/her personnel file. Employees who fail to comply with these policies may be subject to disciplinary action, up to and including termination. Failure to acknowledge receipt of these policies does not mean an employee is not subject to the policies.

All changes, revisions, additions, and notices of deletions to these policies will be made available to all employees.

1.5. Administrative Directive

The City Manager shall have the authority and the duty to develop and disseminate administrative directives, interpretive memoranda, and other administrative procedures to execute these policies, and to implement the **City of Fernley** personnel program on a consistent basis.

1.6. Change of Address

It is the responsibility of each employee to keep the **City of Fernley** informed, in writing, of current address, telephone number, change of name, marital status and any other information relating to employment status.

1.7. Failure to Receive Notices

Written communications to employees considered to be routine in nature shall be delivered by regular mail to the current address on record or via email. Written communications to employees identified as significant, important and/or time-sensitive shall be hand-delivered or sent by certified mail, return receipt requested, to the current address on record or via email utilizing the read receipt function. All written communications to applicants shall be hand-delivered or sent by U.S. mail to the address shown on the application for employment or sent via email as shown on the application. The **City of Fernley** is not responsible in the event mail is not received. It is the employee's responsibility to respond to all **City of Fernley** communications, including those mailed and/or emailed to the address on record, and the responsibility of the applicant to comply with all phases of the selection process within the specified time. Failure to respond for any reason, including failure to receive written notice, may have an adverse effect on an individual's employment status and/or result in disqualification from the selection and hiring process.

1.8. Personnel Files

1.8.1. Guidelines

City of Fernley maintains job-related information for each employee throughout the course of his/her employment.

It is the **City of Fernley's** policy to operate effectively and efficiently, in a manner that encourages transparency in government in compliance with all applicable laws, and in so doing to protect confidential information from disclosure to the extent allowed by law. To the extent allowable by law, including specifically but without limitation Nevada's Public Records Act, personnel files are confidential to the extent such files contain personal privacy information subject to a nontrivial privacy interest. Such information is subject to nondisclosure. To that end, **City of Fernley** strives to maintain accurate and complete personnel records. Employees must promptly notify **City of Fernley** of any changes to their personal information, such as address, telephone number, legal name, marital status, and number of dependents. Records are retained and destroyed in accordance with employer policies and schedules published by the Nevada State Library, Archives and Public Records as well as other applicable laws governing record retention.

The types of files which may be maintained include:

- General employee personnel records such as application/résumé, job offer letter(s) or contract(s), job description, signed acknowledgment forms and/or agreements, performance records, disciplinary documentation, training records, and other job-related documents.
- Documents related to recruitment and selection for each position filled such as job announcements, applications and résumés, and interview questions and notes.
- Information regarding an applicant's background such as reference checks, conviction records, and credit histories.
- Form I-9 for each employee (and supporting documentation, if retained)
- Records related to pay including but not limited to: timesheets, attendance records, payroll records, tax records (including W-4 forms), payroll deductions, direct deposit information, and wage garnishments.
- Files related to safety including but not limited to: safety training records; occupational injury and illness reports; workers' compensation reports (no names listed); and reports related to exposure to toxic substances and/or blood-borne pathogens.
- Information regarding medical or psychological conditions or diagnoses such as doctor's note, FMLA forms, workers' compensation forms, and drug/alcohol test results.
- Documents related to an investigation including copies of complaints, investigation reports, witness statements and investigation notes, notices given to employees, and other related documents.
- Documents related to a grievance including, but not limited to copies of grievance form, employee's request/appeal for grievance; witness statements and interview

notes; copies of each response to the grievance from the organization; copies of requests from employee/union to advance the grievance to the next level in the appeals process; copies of all correspondence sent/received regarding processing the grievance; and other related documents.

1.8.2. Master Personnel File

1. Maintenance

The **City of Fernley** shall maintain a master personnel file for each employee. An employee's supervisor/manager may elect to maintain a duplicate copy of the documents; however, this does not supersede or eliminate the **City of Fernley** need to maintain the master personnel file for each employee.

2. Employee Access

An employee may view the contents of his/her master personnel file upon request in the presence of the Human Resource Manager. An employee may request copies of any or all documents in his/her master personnel file but may not remove any documents from the file. The **City of Fernley** will provide only one set of copies to the employee without charge per year. If the employee needs additional copies, s/he will be required to pay for them.

3. Negative Information

The **City of Fernley** shall not put negative or derogatory material in an employee's master personnel file unless the employee has had a reasonable opportunity to review the material beforehand. The **City of Fernley** will require the employee to sign such material to acknowledge they have reviewed and not necessarily agree. If the employee refuses to sign such material, the **City of Fernley** may place it in the employee's master personnel file with a dated notation that the employee refused to sign such material after having been given an opportunity to do so. Whenever possible, another supervisor or manager should be used as a witness to the employee's refusal and should co-sign the entry along with the originating supervisor.

4. Employee Information Submitted

Statements by an employee submitted in rebuttal to adverse material placed in his/her master personnel file will be included in the employee's master personnel file. The **City of Fernley** may place other information submitted by the employee in the master personnel file if the **City of Fernley** finds that such information is relevant to the employee's work history with the **City of Fernley**.

1.9. Confidential Information

1.9.1. Identification and Access

The following types of information are considered confidential and access to records is limited as listed below.

Note: This policy has been developed to identify and protect records for internal purposes and is not intended to comply with the Nevada Public Records Act. Public record requests will be evaluated independently on their own merits.

1. Recruitment and Background Information

The following types of information and records concerning current employees, former employees, and applicants for employment that the **City of Fernley** maintains are confidential:

- All information related to an employment application including, but not limited to, letters of reference, résumés, or his/her status as an applicant for employment.
- All information that the **City of Fernley** received or compiled concerning the qualifications of an applicant or an employee including, but not limited to, reports by City of Fernley's, law enforcement officials, or other individuals concerning the hiring, promotion, performance, conduct, or background of applicants or employees.
- Ratings, rankings, scoring sheets, or remarks by members of an evaluation board or individual interviewer, concerning an applicant or results from any testing or employment screening process.
- Materials used in employment examinations including answers, rating guides, score sheets, etc., on any written exam or rating criteria for interviews.
- The names of members of an evaluation panel and tests that are governed by confidentiality agreements.

Access to these confidential records is restricted to the following unless specifically provided in a separate policy:

- Employees with a business need-to-know in order to fulfill the responsibilities assigned by **City of Fernley**;
- The **City of Fernley** manager/administrator, human resources director / manager, or his/her designee;
- Persons authorized pursuant to any state or federal law or court order (i.e., governmental/legal/auditing/ investigating agencies);
- Counsel retained by or on behalf of the **City of Fernley**; and
- Any other parties with whom the **City of Fernley** has a contractual relationship in order to enable the **City of Fernley** to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the **City of Fernley**.

2. Personnel-related Information

The following types of personnel-related information are confidential:

- Information maintained in an employee's master personnel file or record of employment which relates to his/her:
 - Performance;
 - Conduct, including any proposed or imposed disciplinary action taken; and/or

- protected class membership, date of birth, or social security number.
- Past or present home address, telephone number, post office box, or relatives;
- All information concerning the voluntary or involuntary termination of an employee, other than the dates of actual employment; and
- The name of an employee's/former employee's designated beneficiary.

Access to these confidential records is restricted to the following unless specifically provided in a separate policy:

- The employee;
- The employee's representative when s/he presents a current signed authorization from the employee;
- The employee's manager/supervisor, with a need-to-know, or as needed for a reasonable accommodation and human resources;
- Persons authorized pursuant to any state or federal law or court order;
- Counsel retained by or on behalf of the **City of Fernley**;
- **City of Fernley** workers' compensation carrier in order to address a claim filed for workers' compensation; and
- Any other parties with whom the **City of Fernley** has a contractual relationship in order to enable the **City of Fernley** to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the **City of Fernley**.

3. Medical Information

The following types of medical information are confidential:

- Pre-employment and post-employment medical and psychological examinations;
- Disability and documentation relating to reasonable accommodation requested or granted;
- Drug and alcohol testing;
- Genetic information;
- Pregnancy, health care provider's certification and other communication;
- Subsequent Injury Fund Questionnaire;
- Any other medical information that an employee or applicant has voluntarily provided, or the **City of Fernley** has requested.

Note: Medical information shall be kept in files segregated from other personnel and employment records. Notations on attendance sheets that an employee took sick leave are not confidential records.

Access to an employee's confidential medical file is limited to:

- Supervisors/managers, regarding necessary restrictions and accommodations in the employee's duties;
- First-aid and safety personnel;
- Government officials investigating compliance with applicable laws, on request;

- State workers' compensation office officials;
- Insurance company employees when the company requires a medical examination to provide health or life insurance; and
- **City of Fernley** workers' compensation carrier in order to address a claim filed for workers' compensation.

The results of a physical examination administered pursuant to NRS 617 may only be provided to:

- The examining physician;
- The employee;
- The **City of Fernley** officer who is responsible for risk management or human resources or his/her designee; and the insurer if an employee has filed a claim pursuant NRS 617.

4. Investigations and Grievances

The **City of Fernley** shall keep all information and documents pertaining to an investigation separate from other personnel and employment records ensuring privacy of all employees, witnesses, and other individuals involved.

Grievance files that include notices, notes, and decisions of appeal will be maintained in a separate file.

Access is limited to only those individuals with a demonstrable business need-to-know, including:

- The employee's manager/administrator, human resources director/manager, or his/her designee;
- Persons authorized pursuant to any state or federal law or court order;
- Counsel retained by or on behalf of the **City of Fernley**; and
- Any other parties with whom the **City of Fernley** has a contractual relationship in order to enable the **City of Fernley** to respond accurately and fully to any lawsuit, complaint, grievance, or other statutory appeal filed by or on behalf of an employee or former employee against the **City of Fernley**.

1.9.2. Disposal of Personal Records

In compliance with the Fair and Accurate Credit Transactions (FACT) Act Disposal Rule, the **City of Fernley** shall dispose of any record about an individual that is a consumer report or is derived from consumer reports to ensure there will be no unauthorized access to or use of information in a consumer report.

In addition, any identifying personal information which is stored on electronic files, shall be destroyed or erased so that the information cannot be read or reconstructed.

Method of disposal: The **City of Fernley** shall dispose of consumer report information by shredding or burning any and all documents which contain personal information. Although the law specifically applies to consumer reports and the information derived from consumer

reports, the **City of Fernley** shall, in accordance with good personnel practices, properly dispose of any records containing employee personal or financial information. An electronic record must be destroyed in accordance with the applicable schedule in a manner that ensures the information cannot be retrieved or reconstructed, including, without limitation, overwriting, degaussing, and the physical destruction of the storage media.

Sensitive information includes any and all documents containing information, which can include:

- Employee Name
- Social Security number
- Driver's license number
- Phone number
- Physical address
- email address
- Any other personal identifiers

1.10. Related Forms

- City of Fernley Personnel Policies – Acknowledgment and Receipt

2. EMPLOYEE RELATIONS

2.1. Fair Employment Practices

2.1.1. Policy

The **City of Fernley** recognizes the fundamental rights of applicants and employees to be assessed on the basis of merit. Recognition of seniority and current employment with the **City of Fernley** may also be considered. Therefore, it is the policy of the **City of Fernley** to provide equal employment opportunity for all applicants and employees. The **City of Fernley** does not sanction or tolerate discrimination in any form on the basis of any protected class including race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, membership in the Nevada National Guard, or any other class that becomes protected by federal and/or state law.

The **City of Fernley** will:

- Recruit, hire, train, and promote for all job classifications without regard to protected class membership, as well as to ensure that all compensation, benefits, transfers, layoffs, return from layoffs, **City of Fernley**-sponsored training, social, and recreation programs will be administered in conformance with the **City of Fernley** policy. In addition, the **City of Fernley** will not discharge, discipline, or discriminate against an individual because of domestic violence as provided for in NRS 613, discussing compensation as provided for in NRS 613, or using leave as a National Guard member as provided for in NRS 412.
- Comply with all applicable laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Equal Employment Opportunity Act of 1972, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, as amended, the Genetic Information Nondiscrimination Act of 2008, the applicable Nevada Revised Statutes on Equal Employment Opportunity (NRS 613), Nevada Revised Statutes regarding National Guard service (NRS 412.139/.1395), and any other applicable federal, state, and local statutory provisions.
- Provide reasonable accommodation wherever the need for such is known by the **City of Fernley**, and/or the applicant or employee indicates a need for such reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose a threat to the safety of him/herself or others.
- Hold all managers and supervisors responsible for ensuring that personnel policies, guidelines, practices, procedures, and activities are in compliance with federal and state fair employment practices, statutes, rules, and regulations.

2.1.2. Scope

This policy applies to all persons involved in the operation of the **City of Fernley** and prohibits harassment, discrimination, and retaliation by any employee, including supervisors and coworkers, volunteers, customers or clients of the **City of Fernley**, and any vendor or

other service provider with whom the **City of Fernley** has a business relationship. The **City of Fernley** will not tolerate instances of harassment, discrimination, or retaliation, whether or not such behavior meets the threshold of unlawful conduct. While single incidents of alleged harassment, discrimination, or retaliation may not be sufficiently severe or pervasive to rise to the level of being a violation of the law, the **City of Fernley** nevertheless prohibits such conduct and may impose appropriate disciplinary action against any employee engaging in such.

2.1.3. Equal Employment Opportunity Officer Designated

The primary responsibilities for ensuring fair employment practices for the **City of Fernley** are promoted and adhered to are assigned to the **City of Fernley** designated Equal Employment Opportunity (EEO) Officer. The **City of Fernley** designated EEO Officer will also serve as the Americans with Disabilities (ADA) Coordinator, unless otherwise noted, and as such, also has responsibility for coordinating the **City of Fernley** compliance with federal and state disability laws. The designated EEO Officer for **City of Fernley** is Human Resource Manager. The name and work telephone number of the designated individual will be posted on bulletin boards at **City of Fernley** work sites. In the event the designated EEO Officer is unavailable, the City Manager is designated as the alternative EEO Officer.

2.2. Anti-Harassment

2.2.1. Policy

City of Fernley promotes a productive work environment and does not tolerate verbal, physical, written, or graphical conduct/behavior(s) that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment based on that person's protected class membership.

2.2.2. Prohibited Conduct/Behavior(s)

The **City of Fernley** will not tolerate any form of harassment, including any conduct/behavior(s) on the part of employees, volunteers, clients, customers, vendors, contractors, etc., that impairs an employee's ability to perform his/her duties. Examples of prohibited conduct/behavior(s) include, but are not limited to:

- *Offensive verbal communication* including slurs, jokes, epithets, derogatory comments, degrading or suggestive words or comments, unwanted sexual advances, invitations, or sexually degrading or suggestive words or comments.
- *Offensive written communication* including notes, letters, notices, emails, texts, or any other offensive message sent by electronic means.
- *Offensive gestures, expressions and graphics* including leering, obscene hand, finger, or body gestures, sexually explicit drawings, derogatory posters, photographs, cartoons, drawings, or displaying sexually suggestive objects or pictures.
- *Physical contact* when the action is unwelcomed by recipient including brushing up against someone in an offensive manner, unwanted touching, impeding or blocking normal movement, or interfering with work or movement.

- Expectations, requests, demands, or pressure for sexual favors.

2.2.3. Training

The **City of Fernley** will provide training annually to all employees on the prevention of discrimination and prohibited conduct/behavior(s) in the workplace. All new employees will be provided a copy of this policy upon hire and the contents will be discussed during the new hire orientation process. New employees will participate in training on the prevention of discrimination and prohibited conduct/behavior(s) within 90 days. A copy of this policy will be made available to applicants upon request.

2.3. Employee Bullying

2.3.1. Definition

The **City of Fernley** defines bullying as repeated mistreatment of one or more persons by one or more perpetrators that takes one of the following forms:

- Verbal abuse;
- Offensive conduct/behaviors (including nonverbal, physical, and cyber-bullying) which are threatening, humiliating, or intimidating; or
- Work interferences, such as sabotage, which prevents work from getting done.

2.3.2. Purpose

The purpose of this policy is to communicate to all employees, including supervisors/managers, that the **City of Fernley** will not tolerate bullying behavior. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination.

2.3.3. Prohibited Conduct

The **City of Fernley** considers the following types of behavior examples of bullying (this list is not all-inclusive):

- *Verbal Bullying* including slandering, ridiculing or maligning an employee or his/her family; persistent name calling, which is hurtful, insulting, or humiliating; yelling, screaming, and cursing; chronic teasing; belittling opinions or constant criticism.
- *Physical Bullying* including pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to an employee's work area or property.
- *Nonverbal Bullying* including nonverbal threatening gestures or glances which convey threatening messages; threatening actions; socially or physically excluding or disregarding a person in a work-related activity.
- *Cyber-Bullying* including repeatedly tormenting, threatening, harassing, humiliating, embarrassing, or otherwise targeting an employee using email, instant messaging, text messaging, social media, or any other type of digital technology.
- *Workplace Interference* including sabotaging which prevents work from getting done; deliberately tampering with a person's work area or property; unreasonably assigning menial tasks outside of a person's normal job duties.

2.4. Dealing w/Allegations of Prohibited Conduct/Behavior(s)

2.4.1. Process

Employees or applicants who believe they are being subjected to any form of prohibited conduct/behavior(s) as described in the Anti-Harassment or Employee Bullying policies by another (e.g. employee, client, customer, vendor, volunteer, contractor, etc.), as well as those who believe they have witnessed another employee, client or member of the public being subjected to prohibited conduct/behavior(s), have an affirmative duty to bring the situation to the attention of the **City of Fernley**. Employees covered by a collective bargaining agreement may opt to use the process described in this policy or in an applicable grievance procedure delineated by their collective bargaining agreement but may not use both.

2.4.2. Employee Responsibilities

1. Employees who believe they personally are being or have been subjected to prohibited conduct/behavior(s) and/or are the target of any form of prohibited conduct/behavior(s) or have witnessed any other employee being subjected to these behaviors, are encouraged to inform the alleged harasser/bully that the behavior/conduct is unwelcome and must stop.

Note: An employee is NOT required to talk directly to the alleged harasser/bully or to the employee's supervisor. It is critical, however, that the employee contact one of the individuals listed in sections 2 or 3 below if s/he believes s/he is being targeted or has witnessed what the employee believes to be prohibited conduct/behaviors(s) directed to or committed by another.

2. If the employee feels uncomfortable in speaking directly to the alleged harasser/bully or if the employee requested the prohibited conduct/behavior(s) to cease, but the request did not produce the results desired, the employee should report the conduct/behavior(s) as soon as possible to any supervisor/manager, **City of Fernley** designated EEO Officer, or the HR representative.
3. Employees who believe the EEO Officer has engaged in prohibited conduct/behavior(s) should bring such concerns to the attention of the alternate EEO Officer or to the City Manager, who will designate an objective person to conduct an investigation of such allegations. Employees may also report the conduct/behavior(s) to the **City of Fernley** attorney.
4. An employee who witnesses or obtains information regarding prohibited conduct/behavior(s) by his/her immediate supervisor is required to report the incident to the EEO officer or HR representative.

Applicants who have concern regarding violations of this policy are encouraged to contact the designated EEO officer or the alternate.

2.4.3. Supervisor/Manager Responsibilities

Regardless of whether the employee involved is in the supervisor's or manager's department and regardless of how s/he became aware of the alleged prohibited conduct/behavior(s), all

supervisors and managers must immediately report all allegations or complaints or observations of such conduct/behavior(s) to the EEO Officer, HR representative, department head, or City Manager. The information reported must include:

- The persons(s) involved, including all witnesses;
- A written record of specific conversations held with the accused and any witnesses; and
- All pertinent facts, including date(s), time(s), and locations(s).

A supervisor's/manager's failure to immediately report such activities, complaints, or allegations will result in discipline, up to and including termination.

Note: Supervisors/Managers shall not investigate nor conduct further fact-finding without authorization from the reporting officer/EEO Officer or the City Manager.

2.4.4. Investigation

1. Upon being made aware of allegations or complaints of prohibited conduct/behavior(s), the **City of Fernley** will ensure that such allegations or complaints are investigated promptly. The **City of Fernley** treats all allegations or complaints seriously and requires all employees to be candid and truthful during the investigation process. **The reporting officer/EEO Officer or City Manager will identify the appropriate individual(s) to conduct the investigation.**
2. The **City of Fernley** will make efforts to ensure that all investigations are kept as confidential as reasonably possible. **Employees will be required to refrain from discussing the subject content with other employees or persons who may have information pertinent to the investigation throughout the course of the investigation.** Employees shall be required, upon request, to provide information to regulatory agencies. The **City of Fernley** will release information obtained only to those individuals involved in the investigation and the administration of the complaint with a business need-to-know, or as required by law.
3. The **City of Fernley** will communicate to the individual who made the initial complaint, as well as the individual against whom the complaint was made, will be made aware that the investigation is completed and appropriate action, if any, has been taken.
4. If evidence arises that a participant in the investigation made intentionally false statements, that employee will be subject to disciplinary action, up to and including termination.
5. If it is determined that a violation of this policy has occurred, the employee will be subject to disciplinary action up to and including termination. The **City of Fernley** will also initiate action to deter any future prohibited conduct/behavior(s) from occurring.
6. With regard to disability-related complaints, the EEO Officer (when appropriate, working with the City Manager and/or the complainant) shall propose a resolution to the complaint based upon the findings of such investigation. Such resolution will include reasonable accommodation when the **City of Fernley** determines that such a reasonable accommodation can be provided by the **City of Fernley**.

2.4.5. Prohibition Against Retaliation

Retaliation is adverse treatment which occurs because of opposition to prohibited conduct/behavior(s) in the workplace. The City of Fernley will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been harassed, retaliated, or discriminated against in any manner whatsoever as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the EEO Officer or alternative EEO Officer. The City of Fernley will promptly investigate and respond appropriately with any allegation of retaliation.

2.5. Employee Dating

2.5.1. Policy

The **City of Fernley** recognizes that an environment where employees maintain clear boundaries between personal and workplace interactions is most effective for conducting business. This policy does not prevent the development of friendships or romantic relationships between employees. However, employees in supervisory/managerial positions are precluded from having a romantic relationship with any subordinate employee. In the event a romantic relationship develops between a supervisor/manager and a subordinate employee, both employees are required to report the relationship to the City Manager. The City Manager will make a determination as to whether one of the employees may be transferred to another position. If such a transfer cannot be accomplished, the City Manager may make a determination that one of the employees will be terminated.

2.5.2. Employee Responsibilities

Employees are prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on **City of Fernley** property, in a **City of Fernley** vehicle, or on **City of Fernley** business whether or not such physical contact occurs during work hours.

Violation of this policy may result in disciplinary action up to and including termination.

2.5.3. Supervisor/Manager Responsibilities

Employees employed in supervisory/managerial positions are prohibited from engaging in a romantic relationship with a subordinate employee. Employees employed in supervisory/managerial positions need to be cognizant of their status as role models, their access to sensitive information, and their ability to influence others.

Violation of this policy may result in disciplinary action up to and including termination.

2.6. Employment Disabilities

2.6.1. Policy

It is the **City of Fernley** policy to comply proactively with the applicable employment provisions of disability laws, including the Americans with Disabilities Act (ADA) and Nevada Law (NRS 613.310, NRS 281.370, and NRS 233.010). The **City of Fernley** does not tolerate

discrimination against any qualified individual with a disability in regard to any terms, conditions, or privileges of employment and prohibits any type of harassment or discrimination based on the physical or mental disability, history of disability, or perceived disability of an individual holding or seeking employment with the **City of Fernley**.

The **City of Fernley** is committed to provide reasonable accommodation wherever the need for such is known to the **City of Fernley** or whenever the employee or applicant indicates a need for reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose an obvious threat to the safety of him/herself or others.

2.6.2. Determination of Disability

In determining whether an employee or an applicant has a disability under the law, the employee/applicant must have a physical or mental impairment that substantially limits one or more major life activities, have a record of such an impairment, or being regarded as having an impairment.

2.6.3. Disability-Related Inquiries

The **City of Fernley** shall adhere to the provisions of applicable laws regarding a **City of Fernley** limitations on making disability-related inquiries or requiring medical examinations.

The **City of Fernley** restrictions regarding disability-related inquiries and medical examinations apply to all employees/applicants, whether or not they have disabilities. A disability-related question to an applicant may be a violation of law, even though the applicant may not have a disability.

The **City of Fernley** may require the employee to provide a fitness-for-duty certification from an appropriate health care provider whenever the **City of Fernley** has reason to believe the employee may be unable to perform the essential functions of his/her job, pose a direct threat to him/herself or to others, and consistent with the business necessity of the **City of Fernley**.

2.6.4. Accommodation

1. *Accommodation for Applicants:* Whenever an applicant requests accommodation in applying for, testing, or interviewing for a position with the **City of Fernley**, the **City of Fernley** ADA Coordinator shall determine whether the request for accommodation for a covered disability is reasonable or if another type of accommodation can be provided. In making the determination of reasonableness, the ADA Coordinator may consider whether granting such requests might impose an undue hardship on the **City of Fernley**.
2. *Accommodation for Employees:* When the **City of Fernley** has reason to believe an employee may need some type of accommodation to perform his/her essential job functions, the **City of Fernley** will initiate an interactive process with the employee to find out what accommodation the employee might need. Also, whenever an employee approaches his/her supervisor, the **City of Fernley** ADA Coordinator, or any other manager within the **City of Fernley** requesting some type of accommodation, the **City of Fernley** will initiate the interactive process. Whenever a manager or supervisor becomes

aware that an employee has requested or may require some type of accommodation, the manager/supervisor should promptly notify the ADA Coordinator. Upon learning of the employee's request for accommodation, the ADA Coordinator shall arrange to meet with the supervisor and the employee to discuss his/her accommodation request, the need for any reasonable documentation of the disability, the associated functional limitations, and the impact of the proposed accommodation on the **City of Fernley**. Review of an employee's particular situation by a health care provider may assist the organization in determining appropriate accommodation.

2.6.5. Requirements of Other Laws

The **City of Fernley** may make disability-related inquiries and require medical exams that are required or necessitated by applicable laws or regulations, e.g., federal safety regulations, OSHA requirements.

2.7. Pregnancy, Childbirth, and Related Medical Conditions

2.7.1. Policy

It is the **City of Fernley** policy to comply proactively with the applicable employment provisions of discrimination laws, including the Federal Pregnancy Discrimination Act (PDA) and Nevada Pregnant Workers' Fairness Act under NRS 613.

The **City of Fernley** is committed to provide reasonable accommodation whenever a female employee/applicant requests an accommodation for a condition of the employee relating to pregnancy, childbirth, or a related medical condition, provided that the individual is otherwise qualified to perform the essential functions of the assigned job, absent undue hardship. Related medical conditions include, without limitation, a physical or mental condition intrinsic to pregnancy or childbirth, including mastitis or other lactation-related medical condition, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, loss or end of pregnancy, and recovery from loss or end of pregnancy.

2.7.2. Accommodation

1. If a female employee/applicant requests an accommodation for a condition of the employee/applicant relating to pregnancy, childbirth or a related medical condition, the ADA Coordinator and employee/applicant shall engage in a timely, good faith and interactive process to determine an effective, reasonable accommodation.
2. Whenever a manager/supervisor becomes aware that a female employee has requested an accommodation, the manager/supervisor should promptly notify the ADA Coordinator.
3. Upon learning of the employee's request for accommodation, the ADA Coordinator shall arrange to meet with the supervisor and the employee to discuss her accommodation request, the need for an explanatory statement from the employee's physician concerning the specific accommodation recommended by the physician for the employee, and the impact of the proposed accommodation on the **City of Fernley**.

4. *Accommodation for Employees*: Reasonable accommodations may include a change in the work environment or in the way things are customarily carried out that allows the employee to have equal employment opportunities, including the ability to perform the essential functions of the position and to have benefits and privileges of employment, such as:
- Modifying equipment or providing different seating;
 - Revising break schedules, including the frequency and duration;
 - Providing space, other than a bathroom, for expressing milk (see *Leave for Nursing Mothers* policy);
 - Providing assistance with manual labor if the manual labor is incidental to the primary work duties of the employee;
 - Authorizing light duty;
 - Temporarily transferring employee to less strenuous/hazardous position;
 - Restructuring position or providing modified work schedule; or
 - Leave, with or without pay, if no other reasonable accommodation which would allow the employee to continue to work is available.
5. *Accommodation for Applicants*: Reasonable accommodations may include a modification to the application process for an applicant or the manner in which things are customarily carried out that allows the applicant to be considered for employment or hired for a position.

2.7.3. Prohibitions

The **City of Fernley** will not:

- Refuse to provide a reasonable accommodation unless the accommodation would impose an undue hardship.
- Take adverse employment action against an employee because the employee requests or uses a reasonable accommodation.
- Deny an employment opportunity to an otherwise qualified applicant because they have requested a reasonable accommodation.
- Require an employee or applicant to accept an accommodation she did not request or chooses not to accept.
- Require an employee to take leave if a reasonable accommodation is available that would allow the employee to continue working.

2.7.4. Requirements of Other Laws

The **City of Fernley** may make pregnancy-related inquiries and require medical exams that are required or necessitated by applicable laws or regulations, e.g., federal safety regulations, OSHA requirements.

2.7.5. Notice Requirements

The **City of Fernley** will provide a written or electronic notice to all new employees upon commencement of employment that they have the right to be free from discriminatory or

unlawful employment practices pursuant to this Act. The notice includes a statement that a female employee has the right to a reasonable accommodation for a condition of the employee relating to pregnancy, childbirth, or related medical condition. This notice will be provided within ten days after an employee notifies her immediate supervisor that she is pregnant. This notice will also be posted at conspicuous locations that are accessible to employees.

2.8. Reasonable Accommodation for Victims of Domestic Violence

2.8.1. Policy

It is the **City of Fernley** policy to comply proactively with the applicable employment provisions of discrimination laws, including NRS 613, which set forth requirements for **City of Fernley's**, absent creating an undue hardship, to provide reasonable accommodation to employees who are victims of domestic violence or whose family or household members are victims of domestic violence. For the purpose of this policy, "family or household members" include the employee's spouse, domestic partner, minor child, or parent or other adult person who is related within the first degree of consanguinity or affinity to the employee, or other adult person who is or was actually residing with the employee at the time of the act which constitutes domestic violence.

2.8.2. Accommodation

The City of Fernley is committed to providing reasonable accommodation, as listed in the Accommodation Section under Employment Disabilities.

1. Whenever a manager/supervisor becomes aware that an employee has a need for an accommodation due to domestic violence, the manager/supervisor should promptly notify the EEO Officer.
2. Upon learning of the employee's need for accommodation due to domestic violence, the EEO Officer shall arrange to meet with the supervisor and the employee to discuss his/her accommodation request, the need for documentation that confirms or supports the reason the employee requires the reasonable accommodations, and the impact of the proposed accommodation on the **City of Fernley**.
3. Reasonable accommodations may include:
 - Transfer or reassignment;
 - A modified schedule;
 - A new telephone number for work; or
 - Any other reasonable accommodations which will not create an undue hardship deemed necessary to ensure the safety of the employee, the workplace, the **City of Fernley** or other employees.

2.8.3. Prohibitions

The **City of Fernley** will not discharge, discipline, discriminate against, in any manner, or deny employment or promotion to, or threaten to take any such action against an employee because:

- The employee requested to use hours of leave pursuant to this policy;
- The employee participated as a witness or interested party in court proceedings related to a domestic violence act;
- The employee requested accommodation pursuant to this policy; or
- An act of domestic violence was committed against the employee at the workplace.

2.9. Drug- and Alcohol-Free Workplace

2.9.1. Policy

The **City of Fernley** recognizes that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. This drug- and alcohol-free workplace policy applies to volunteers as well as employees.

1. The **City of Fernley** is committed to:

- Maintaining a safe and healthy workplace for all employees and volunteers;
- Assisting employees or volunteers who recognize they have a problem with drugs, prohibited substances, or alcohol in receiving appropriate treatment;
- Periodically providing employees and volunteers with information about the dangers of workplace drug abuse; and
- When appropriate, taking disciplinary action for failure to comply with this policy.

2. The **City of Fernley** strictly prohibits the following behavior:

- a. The use, sale, attempted sale, manufacture, attempted manufacture, purchase, possession or cultivation, distribution and/or dispensing of illegal drugs or prohibited substances by an employee at any time and in any amount. For the purpose of this policy, illegal drugs include those classified as such under local, state, or federal laws. Prohibited substances include medical and recreational marijuana, the use or possession of prescription medicines for which the individual does not have a valid prescription, and the inappropriate use of prescribed medicines for which the employee has a valid prescription. The prohibition also includes using over-the-counter medications contrary to manufacturer instructions, or consumer products not meant for human consumption. In addition, the **City of Fernley** prohibits employees from possessing open containers of alcoholic beverages while on the **City of Fernley** premises and/or while on duty and from working with a blood-alcohol level of .02 or more at any time.
- b. Bringing alcohol, illegal drugs, and other prohibited substances which may impair the safety or welfare of employees or the public onto the premises controlled by the **City of Fernley** or placing in vehicles or equipment operated on behalf of the **City of Fernley**.
- c. Driving an organizational vehicle while on or off duty with a blood alcohol level of .02 or more or under the influence of an illegal drug or prohibited substance, regardless of the amount.

- d. Law enforcement personnel may possess and/or transport such substances as required in the course and scope of job-related functions.

3. Reporting Requirements

- a. A supervisor who receives information or is a witness to any use of illegal drugs, prohibited substances, or alcohol by an employee which violates **City of Fernley** policies or the law, is required to report this information to his/her Department Head or City Manager immediately. The information reported must include:
 - i. The persons(s) involved, including all witnesses;
 - ii. Any information gathered, such as actual observation of drug/alcohol use, the presence of paraphernalia, observation of any unusual physical signs or behaviors;
 - iii. A written record of specific conversations held with the accused and any witnesses;
 - iv. All pertinent facts, including date(s), time(s), and locations(s).
 - b. An employee who witnesses or obtains information regarding illegal drug/prohibited substance/alcohol use by his/her immediate supervisor is required to report the incident to that supervisor's supervisor.
- 4. Specimen collection, drug testing procedures, sample collection, and alcohol testing procedures will comply with all applicable provisions of federal and state law.
 - 5. Employees in safety-sensitive positions as defined in 49 CFR Part 382, et seq., are subject to the Federal Department of Transportation (DOT) (49 CFR Part 40) and the Federal Motor Carrier Safety Regulations (FMCSR), as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) (49 CFR Parts 382, 383, 387, 390-397, and 399), as well as the **City of Fernley** Drug- and Alcohol-Free Workplace Policy.
 - 6. The **City of Fernley** receives funding through federal grants and is therefore subject to the Drug-Free Workplace Act of 1988. Marijuana (including medical and recreational marijuana), cocaine, opioids, amphetamines (including methamphetamines), phencyclidine (PCP), and methylenedioxy-methamphetamine (MDMA) are considered illegal Schedule I or II drugs through the federal government. **City of Fernley** is committed to a policy of a drug- and alcohol-free workplace and employees may not have any detectable level of Schedule I or II drugs in their system while at work. However, this policy is adopted in compliance with the requirements of NRS 453A.

2.9.2. Employee Responsibilities

- 1. Each employee is responsible for meeting standards for work performance and safe on-the-job conduct.
- 2. Employees shall not report to work under the influence of alcohol, illegal drugs, prohibited substances, or misused prescription or over-the-counter drugs, regardless of the amount.
- 3. Employees who suspect they may have a substance abuse problem are encouraged to seek counseling and rehabilitation from the **City of Fernley** Employee Assistance Program (EAP) provider, substance abuse professional, or other treatment provider. The

City of Fernley medical insurance policy may provide for payment of some or all of the treatment costs.

4. It is the responsibility and obligation of employees in safety-sensitive positions to determine, by consulting a health care provider if necessary, whether or not a legal drug s/he is taking may/or will affect his/her ability to safely perform his/her job duties. An employee in a safety-sensitive position whose medication may affect their ability to safely perform their job must contact the human resources director or department director who will attempt to find an appropriate alternative assignment. If none is available, the employee and the **City of Fernley** will take steps consistent with the advice of a health care provider which could include the use of sick leave or a leave of absence. If an employee reports to work under the influence of prescription medication and, as a result, endangers him/herself or others, the employee will be subject to discipline, up to and including termination.
5. Each employee must report the facts and circumstances of any drug or alcohol arrest resulting from an incident that occurred while the employee was on duty. Each employee must report the facts and circumstances of any drug or alcohol conviction which may impact the employee's ability to perform the duties of his/her job. If duties involve driving a vehicle, the employee must report to his/her supervisor a conviction for driving under the influence (DUI), and/or restriction, revocation, or suspension of the driver's license pending adjudication. Notification to **City of Fernley** must occur before resuming work duties or restriction, revocation, or suspension.
6. Employees in safety-sensitive positions identified by the **City of Fernley** are subject to random drug and/or alcohol testing as provided in this policy.
7. Employees must act as responsible representatives of the **City of Fernley** and as law-abiding citizens. It is every employee's responsibility to report violations of this policy to his/her immediate supervisor or to the Human Resource Manager. Such reporting is critical in preventing serious injuries or damage to the **City of Fernley** property.
8. Employees who are required to submit to a drug/alcohol test must complete and sign a consent form. Employees acknowledge that by consenting to drug testing, they are waiving any expectation of privacy.

Note: Law enforcement employees and applicants for law enforcement positions are also subject to the law enforcement department's drug testing policy.

2.9.3. Department Head Responsibilities

The department head or his/her designee is responsible for:

1. Authorizing the testing of employees.
2. Coordinating drug and/or alcohol testing.
3. Completion of a required consent form.
4. Notifying employees of positive test results and their right to a retest of the same sample.
5. Implementing disciplinary action against employees who fail to comply with provisions outlined in this policy.
6. Notifying the **City of Fernley** attorney of an employee's conviction of a federal or state drug and/or alcohol violation.

7. Ensuring that the drug and/or alcohol test forms and results are kept confidential and only provided to employees with a business need for the information.
8. Identifying safety-sensitive positions.
9. Notifying employees in department safety-sensitive positions that they are subject to random drug and/or alcohol testing.

2.9.4. Supervisor Responsibilities

Supervisors are responsible for:

1. Determining if reasonable suspicion exists to warrant drug and/or alcohol testing and detailing, in writing, the specific facts, symptoms, or observations that are the basis for the reasonable suspicion.
2. Submitting the documentation to the department head or designee.
3. Complying with the appropriate provisions outlined in this policy that apply to supervisory personnel.

2.9.5. City of Fernley Responsibilities

City of Fernley ~~Employer~~ is responsible for:

1. Providing communication and training on this policy to include a training program to assist supervisors to recognize the conduct and behavior that gives rise to a reasonable suspicion of drug and/or alcohol use by employees and how to take appropriate corrective action.
2. Receiving and maintaining employee drug and alcohol testing records and files from all sources and assuring that they are kept confidential.
3. Making drug and/or alcohol testing and notice forms available.
4. Notifying appropriate department heads of positive results of drug and alcohol tests.
5. Administering the contract with a third party to provide drug and alcohol testing services.
6. Overseeing the administration of the **City of Fernley** Drug- and Alcohol-Free Workplace Policy.
7. Designating safety-sensitive positions.
8. Notifying department heads of their employees randomly selected for drug and/or alcohol testing.
9. Ensuring the administration of all pre-employment drug testing.

2.9.6. Employee Education

The **City of Fernley** maintains information relating to the hazards of and treatment for drug- and alcohol-related problems. Proactive training and information shall be sponsored by the **City of Fernley** periodically. Any employee may voluntarily seek advice, information, and assistance. Medical confidentiality will be maintained consistent with this policy.

2.9.7. Employee Assistance and Voluntary Referral

1. The City of Fernley strongly encourages employees who suspect they have substance abuse problems to voluntarily refer themselves to a treatment program. A voluntary referral is defined as being one that occurs prior to any positive test for illegal drugs,

prohibited substances, or alcohol under this policy and prior to any other violation of this policy, including a conviction of that individual for a drug or alcohol related offense. A decision to participate in the employee assistance or other treatment program will not be a protection or defense from discipline.

2. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. An employee who is being treated for substance abuse in a recognized rehabilitation program may, if the Americans with Disabilities Act applies, be entitled to reasonable accommodation so long as the employee is conforming to the requirements of the program and is abstaining from the use of controlled substances and/or alcohol. These situations will be addressed on a case-by-case basis.
3. The cost of the drug or alcohol rehabilitation or treatment program shall be borne by the employee and, if applicable, the employee's insurance provider. All information regarding an employee's participation in treatment will be held in strict confidence. Only information that is necessary for the performance of business will be shared by the **City of Fernley** management.

2.9.8. Reasonable Suspicion Testing

1. When any supervisor has reasonable suspicion that an employee may be under the influence of alcohol, drugs, or prohibited substances, the employee in question will be directed by the department head or designee or the **City of Fernley** Human Resource Manager to submit to drug and/or alcohol testing. This test may include a breath or blood test or urinalysis.
2. The supervisor shall be responsible to determine if reasonable suspicion exists to warrant drug and/or alcohol testing and shall be required to document, in writing, the specific facts, symptoms, or observations which form the basis for such reasonable suspicion. When possible, the documentation will be forwarded to the department head or designee to authorize the drug and/or alcohol test of an employee.
3. The department head or designee or the **City of Fernley** Human Resource Manager shall direct an employee to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee is in violation of this policy. The employee will be placed on administrative leave with pay pending results of the test.

An employee who is required to submit to reasonable suspicion testing:

- a. Must sign a consent form. By consenting to testing, the employee acknowledges that s/he is waiving any expectation of privacy.
 - b. Will be immediately provided transportation by the **City of Fernley** to the location of the test.
 - c. Will be advised to refrain from eating or drinking before being tested.
 - d. Will be provided transportation by the **City of Fernley** or transportation arrangements will be made available by the **City of Fernley** after the employee submits to the test or refuses to be tested.
4. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

- Information provided either by reliable and credible sources or independently corroborated.
 - The first line supervisor or another supervisor/manager receives information from a reliable and credible source as determined by the department head that an employee is violating the **City of Fernley** policy.
 - Direct observation of drug, prohibited substance, or alcohol use while on duty.
 - The first line supervisor or another supervisor/manager directly observes an employee using drugs, prohibited substances, or alcohol while an employee is on duty.
 - Employee admits using drugs, prohibited substances, or alcohol prior to reporting to work or while at work.
 - Drug, prohibited substance, or alcohol paraphernalia possibly used in connection with illicit drugs, prohibited substances, or alcohol found on the employee's person or at or near the employee's work area.
 - Evidence that the employee has tampered with a previous test for drugs, prohibited substances, or alcohol.
5. The following behaviors will also contribute toward reasonable suspicion and, collectively or independently, on a case-by-case basis may provide a sufficient reason for requesting a test for drugs, prohibited substances, or alcohol:
- a. *A pattern of abnormal or erratic behavior:* This includes, but is not limited to a single, unexplainable incident of serious abnormal behavior or a pattern of behavior which is radically different from what is normally displayed by the employee or grossly differing from acceptable behavior in the workplace.
 - b. *Presence of physical symptoms of drug and/or alcohol use:* The supervisor observes physical symptoms that could include, but are not limited to, glassy or bloodshot eyes, slurred speech, poor motor coordination, or slow or poor reflex responses different from what is usually displayed by the employee or generally associated with common ailments such as colds, sinus problems, hay fever, and diabetes.
 - c. *Violent or threatening behavior:*
 - i. First Incident: If an employee engages in unprovoked, unexplained, aggressive, violent, and/or threatening behavior against any person, the department head may request that the employee submit to drug and/or alcohol testing.
 - ii. Second Incident: Whether or not an employee has previously received formal counseling or disciplinary action for unprovoked, unexplained, aggressive, violent, or threatening behavior, upon a second or subsequent episode of similar behavior/conduct, the department head will request that the employee undergo drug and/or alcohol testing.
 - d. *Absenteeism and/or tardiness:* If an employee has previously received disciplinary action for absenteeism and/or tardiness, a continued poor record that warrants a second or subsequent disciplinary action may, in combination with other relevant behaviors, result in drug and/or alcohol testing.

2.9.9. Post-Accident Testing

1. Each employee involved in an accident will be tested for illegal drugs, prohibited substances, and alcohol as soon as possible after the accident, but after any necessary emergency medical attention has been provided. Accidents that trigger testing are those that result in:

- Death;
- Medical treatment of employee or another individual, other than first-aid;
- Loss of consciousness; or
- Property damage estimated to be valued at or in excess of five hundred dollars (\$500).

An employee who is subject to a post-accident test:

- a. Must sign a consent form. By consenting to testing, the employee acknowledges that s/he is waiving any expectation of privacy.
- b. Must remain readily available for testing. An employee who leaves the scene without good reason before the test is administered or who does not make him/herself readily available may be deemed to have refused to be tested, and such refusal shall be treated as a positive test.
- c. Will be immediately provided transportation by the **City of Fernley** to the location of the test.
- d. Will be advised to refrain from eating or drinking before being tested and must refrain from consuming alcohol for eight hours following the accident or until the employee submits to an alcohol test, whichever comes first.
- e. Will be provided transportation by the **City of Fernley** or transportation arrangements will be made available by the **City of Fernley** after the employee submits to the test or refuses to be tested.

Upon completion of the test:

- a. If the employee caused or contributed to the accident, or the **City of Fernley** determines there is a risk to return him/her to work, the employee will be provided transportation to his/her home or the **City of Fernley** will make transportation arrangements, and the employee will be placed on administrative leave with pay pending the results of this test.
- b. If the **City of Fernley** determines the employee did not cause or contribute to the accident, the employee will be transported back to the work site (if medically able) and will resume work.

If the test comes back positive and the **City of Fernley** needs to conduct further investigation, the employee will be placed on administrative leave with or without pay.

Note: NRS 616C states a positive test for illegal drugs, prohibited substances (including marijuana), or alcohol per limits set forth in NRS 484C can cause the denial of workers' compensation claims. By consenting to post-accident testing, the employee waives any expectation of privacy.

2. In the event an employee is so seriously injured that s/he cannot provide a blood, breath, or urine specimen at the time of the accident, the employee must provide necessary authorization, as soon as the employee's physical condition allows, to enable the **City of Fernley** to obtain hospital records or other documents that indicate the presence of drugs, prohibited substances, or alcohol in the employee's system when the accident occurred.
3. In the event federal, state, or local officials conducted drug and/or alcohol testing following an accident, the employee will be required to sign a release allowing the **City of Fernley** to obtain the test results from such officials.

2.9.10. Safety-Sensitive Positions

1. The **City of Fernley** may conduct pre-employment testing and random testing for drugs, prohibited substances, and/or alcohol for positions identified as safety-sensitive by the **City of Fernley**. Successfully passing these tests is a condition of future or continued employment.
2. Safety-sensitive positions mean positions which may, in the normal course of business:
 - a. Require the employee to operate the **City of Fernley** vehicles or heavy equipment or private vehicle on company business on a regular and recurring basis; and/or
 - b. Involve job duties which, if performed with inattentiveness, errors in judgment or diminished coordination, dexterity, or composure, may result in mistakes that could present a real and/or imminent threat to the personal health and safety of the employee, coworkers, and/or the public, including positions that require use of dangerous tools/equipment; performance of job duties at heights; use of dangerous chemicals; or carrying firearms in the performance of job duties.
3. The **City of Fernley** shall maintain a list entitled "List of Positions Designated as Safety Sensitive." The list shall be a public record.

2.9.11. Random Testing

1. All employees in positions identified as safety-sensitive by the **City of Fernley** shall be subject to random testing for drugs, prohibited substances, and alcohol.
2. Per DOT testing guidelines for CDL holders, the **City of Fernley** will test for drugs/prohibited substances at a minimum, 25% of the average number of employee-CDL positions each calendar year. The **City of Fernley** will alcohol test, at a minimum, 10% of the average number of employee-CDL positions each calendar year.
3. For all other safety-sensitive positions, the **City of Fernley** will test for drugs/prohibited substances, at a minimum, 25% of the average number of employee positions designated as safety-sensitive each calendar year. The **City of Fernley** will alcohol test, at a minimum, 25% of the average number of employee positions designated as safety-sensitive each calendar year.
4. The selection of employees for random testing shall be on a non-discriminatory basis and made from a computer-based random number generator that is matched with the employee's social security number. Random testing will be unannounced and the dates for administering the tests will be spread reasonably throughout the year. Random testing will be performed at any time while the employee is at work.

5. An employee selected for random testing shall proceed immediately to the test site and will be advised to refrain from eating or drinking prior to the test. An employee who engages in conduct which does not lead to testing as soon as possible after notification may be considered to have refused to be tested.
6. Employees selected for a random test but absent due to annual, sick leave, other leave, or on urgent **City of Fernley** business approved by their department head will not be notified to take the random test until the first day they return to work after random selection.
7. Random selection may result in some employees being tested more than once each year; some may not be tested at all.

2.9.12. Return-to-Work Testing/Follow-Up Testing

1. If the **City of Fernley** agrees to continue employment, an employee who violates this policy and undergoes rehabilitation for drugs, prohibited substances, or alcohol will, as a condition of returning to work, be required to undergo follow-up testing as established by the **City of Fernley**. The extent and duration of the follow-up testing will depend upon the safety and security nature of the employee's position and the nature and extent of the employee's substance abuse problem. The **City of Fernley** will review the conditions of continued employment with the employee prior to the employee's returning to work. Any such condition for continued employment shall be given to the employee in writing. The **City of Fernley** may consider the employee's rehabilitation program in determining an appropriate follow-up testing program.
2. Any employee subject to return-to-work testing that has a confirmed positive drug or alcohol test will be in violation of this policy and subject to termination.

2.9.13. Consequence of Refusal to Submit to Testing/Adulterated Specimen

The following shall be treated as a positive test and may result in disciplinary action, up to and including termination:

- Refusal to submit to testing for drugs, prohibited substances, and/or alcohol, or who consents to a test but fails to appear timely at the collection site, or who fails to give his/her sample after reasonable opportunity to do so, or engages in conduct which attempts to or does impact the validity of any such testing, will be treated as a refusal to submit to a test. Such refusal shall be treated as a positive test.
- Submission of an invalid, substituted, or adulterated specimen will be considered a refusal to test and such refusal shall be treated as a positive test.
- A diluted positive test result shall be treated as a positive test.

2.9.14. Testing Guidelines

1. The **City of Fernley** may test for alcohol and illegal/prohibited substances including but not limited to:
 - Marijuana (THC)*
 - Cocaine, including crack

- Opioids, including heroin, codeine, morphine, hydrocodone, hydromorphone, oxycodone, and oxycodone
- Amphetamines, including methamphetamines
- Phencyclidine (PCP)

*Tests for marijuana for workers' compensation purposes must be a blood test per requirements set forth in NRS 616C.230.

2. In addition to testing for the above substances, CDL holders are subject to testing for the following substances:
 - 6-Acetylmorphine
 - MDMA (Ecstasy)
3. Where applicable, the **City of Fernley** will follow federal testing procedures for drugs and alcohol set forth by the Federal Department of Transportation (DOT) 49 CFR Part 40 and the Federal Motor Carrier Safety Regulations (FMCSR). These regulations may be amended from time to time.

2.9.15. Option for Drug/Prohibited Substance Retest

1. In the event that an employee is required to submit to a screen test for drugs/prohibited substances within 30 days of employment, the employee shall have the right to submit an additional screening test, at his/her own expense, to rebut the results of the initial screening test. The **City of Fernley** shall accept and give appropriate consideration to the results of such a screening test. This provision does not apply to the extent that it is inconsistent or otherwise conflicts with an applicable collective bargaining agreement or federal law, or to a position funded by a federal grant.
2. In all other cases:
 - a. No later than 72 hours after receipt of a positive test, an employee who tests positive may request a confirmatory retest of the same sample at his/her expense at a certified laboratory of his/her choice.
 - b. Upon request, the medical review officer will authorize the laboratory holding the employee's sample to release to a second laboratory, approved by the U.S. Department of Health and Human Services, a sufficient quantity of the sample to conduct a second testing analysis.
 - c. The employee will be required to authorize the laboratory to provide the **City of Fernley** with a copy of its test results. The accuracy of the test results will be verified by the laboratory conducting the analysis. The result of the confirmatory test is final.

2.9.16. Requirement for Drug Retest

An employee who tests negative dilute will be required to immediately retest. The employee will:

- Be given the minimum possible advance notice of retest,
- Will be accompanied by a supervisor to the collection site, and

- Will not be allowed to eat or drink between the period of being noticed of the retest and the actual test.

The retest will not be under direct observation unless directed so by the Medical Review Officer. If the retest is also negative dilute, the test will be considered negative and the **City of Fernley** will not conduct a third test unless directed to do so by the Medical Review Officer.

2.9.17. Searches

If the **City of Fernley** suspects that an employee is in possession of illegal drugs, prohibited substances, alcohol, or contraband in violation of this policy, the City of Fernley may search City of Fernley vehicles, lockers, desks, and work areas as outlined in City of Fernley Use of City of Fernley Property and Premises and Searches policies.

2.9.18. Violation of Policy

1. Employees in violation of the provisions of this policy will be subject to disciplinary action, up to and including termination.
2. An employee may be found to have violated this policy on the basis of any appropriate evidence including, but not limited to:
 - a. Direct observation of illegal use of drugs or use of prohibited substances; prohibited use of alcohol; or possession of illegal drugs, prohibited substances, alcohol, or related contraband;
 - b. Evidence obtained from an uncontested motor vehicle citation, or a conviction for use or possession of illegal drugs or prohibited substances, or for the use or being under the influence, of alcohol on the job;
 - c. A conviction for use or possession of illegal drugs or prohibited substances, or for the use of; or
 - d. Being under the influence of alcohol on the job; or
 - e. A verified positive test result; or
 - f. An employee's voluntary admission.
3. Prior to determining its course of action, the **City of Fernley** may direct an employee who has tested positive to submit to an evaluation by a substance abuse professional. The evaluation will attempt to determine the extent of the employee's use of or dependence on the abused substance(s) and, if necessary, recommend an appropriate program of treatment.
4. If an evaluation is conducted which results in a recommendation for treatment, continued employment may, but is not required, to be allowed if the recommended treatment is immediately begun and successfully completed. The treatment program may include, but is not limited to, rehabilitation, counseling, and after-care to prevent future substance use/abuse problems. The treatment program will not be at the **City of Fernley** expense; however, employees may use benefits provided by applicable insurance coverage. Failure by the employee to enroll within the required timeframe in the recommended treatment program, to consistently comply with the program's requirements, to complete it successfully, and/or to complete any continuing care program shall be grounds for immediate termination from employment.

5. When an employee undergoes treatment under this policy, the employee may be required to comply with the following as a condition of continued employment:
 - a. Monitoring of the treatment program and the employee's participation by the **City of Fernley**;
 - b. Submission to return-to-work testing as required under this policy and continuing follow-up testing as provided in the *Return-to-Work Testing/Follow-Up Testing*; and
 - c. Any other reasonable condition that the **City of Fernley** deems necessary to maintain a safe and healthy workplace for all employees.

Failure by the employee to enroll in a required treatment program, to consistently comply with the program requirements, to successfully complete the program, and/or to complete any continuing care program will be grounds for immediate termination of employment.

6. Appropriate disciplinary action will also be taken for any job performance or behavior that may otherwise be cause for disciplinary action.

2.9.19. Confidentiality

Test results may only be disclosed to the employee; the appropriate medical and substance abuse treatment providers; the **City of Fernley** attorney; any **City of Fernley** representative necessary to respond to an alleged violation of this policy; individuals within the **City of Fernley** who have a need-to-know of drug and/or alcohol testing results; and a court of law or administrative tribunal, as required.

2.10. Prohibition of Workplace Violence

2.10.1. Policy

The **City of Fernley** is committed to providing for the safety and security of all employees, customers, visitors, and property.

2.10.2. Scope

This policy applies to all employees, including full-time, part-time, casual/temporary/seasonal, and elected officials, as well as volunteers and contract employees and anyone else on the **City of Fernley** property.

2.10.3. Implementation of Policy

1. The **City of Fernley** will not tolerate any form of workplace violence including acts or threats of physical violence, intimidation, harassment, and/or coercion, which involve or affect the **City of Fernley**, or which occur on property owned or controlled by the **City of Fernley**, or during the course of the **City of Fernley** business or which occur at a **City of Fernley sponsored or commissioned event or social gathering**. Examples of workplace violence include, but are not limited to, the following:

- All threats (including direct, conditional, or veiled) or acts of violence occurring on premises owned or controlled by the **City of Fernley**, regardless of the relationship between the **City of Fernley** and the parties involved in the incident.
 - All threats of any type or acts of violence occurring off the **City of Fernley** premises involving someone who is acting in the capacity of a representative of the **City of Fernley**.
 - All threats of any type or acts of violence occurring off the **City of Fernley** premises involving an employee of the **City of Fernley**, if the threats or acts affect the legitimate interests of the **City of Fernley**.
 - Any acts or threats resulting in a criminal conviction of an employee or agent of the **City of Fernley** or an individual performing service for the **City of Fernley** on a contract or temporary basis which adversely affect the legitimate interests and goals of the **City of Fernley**.
2. Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:
- Hitting, shoving, or otherwise assaulting an individual;
 - Direct, conditional, or veiled threats of harm directed to an individual or his/her family, friends, associates, or property;
 - The intentional or malicious destruction or threat of destruction of the **City of Fernley** property, or property of another employee;
 - Harassing or threatening phone calls, text messages, notes, letters, computer messages, or other forms of communication;
 - Harassing surveillance or stalking;
 - Unauthorized possession or inappropriate use of firearms, weapons, hazardous biological or chemical substances, or explosives while on **City of Fernley** business;
 - Displaying overt signs of extreme stress, resentment, hostility, or anger;
 - Making intimidating, abusive, or threatening remarks;
 - Displaying irrational or inappropriate behavior.
3. The **City of Fernley** desires to detect and deter real, potential, or threatened violence. Every employee is required to report immediately any acts of violence or any threat of violence against any coworker, supervisor, manager, elected official, visitor, volunteer, other individual, or property. Supervisory and managerial personnel who witness or become aware of any acts or threats of violence must notify their superior immediately. Every other person on **City of Fernley** property is encouraged to report incidents of threats or acts of violence of which s/he is aware.
4. Reports of violence or threatening behavior should be made to the Human Resources Department, an employee's immediate supervisor or manager, or any other supervisory or management employee. The **City of Fernley** is committed to ensuring that employees reporting real or perceived threats in good faith will not be subject to harassment or retaliation. Nothing in this policy alters any other reporting obligation established in the **City of Fernley** policies or in state, federal, or other applicable law.

2.10.4. Violation of Policy

Violations of this policy by any employee will lead to disciplinary action, up to and including termination and/or appropriate legal action. The **City of Fernley** may also take appropriate disciplinary action against any employee who intentionally makes a false or malicious statement about coworkers or others.

Actions of law enforcement personnel which are necessary in the performance of their duties and are consistent with policies or sound law enforcement procedures shall not be considered to violate this policy. In addition, actions necessary for bona fide self-defense or protection of employees of the **City of Fernley** or of **City of Fernley** property shall not be considered to violate this policy.

2.10.5. Temporary Restraining Orders

The **City of Fernley** may apply for an order for protection against harassment in the workplace under the terms of NRS 33.200 – 33.360.

2.11. Employment of Relatives

Pursuant to the provisions of NRS 281.210, no officer or appointing authority of the **City of Fernley** may employ in any capacity on behalf of the **City of Fernley** any relative of such person who is within the third degree of consanguinity or affinity. Existing employees may continue in their current position following the election or appointment of their relative to an appointing authority position.

In addition, no person shall be employed in a position if such employment would require supervision by a relative who is within the third degree of consanguinity or affinity. For purposes of this paragraph, supervision includes second or higher levels of supervision.

(Example: An employee reports to an immediate supervisor, who reports to a division manager, who reports to a department head. The employee may not be related within the third degree of consanguinity or affinity to the division manager or department head.)

2.12. Code of Ethical Standards

The elected and appointed officers and employees of **City of Fernley** recognize that holding public office and/or employment is a public trust. To preserve that trust, **City of Fernley** demands the highest code of conduct and ethical standards. The purpose of this policy is to define and establish the standards of ethical conduct that are required of public officials and employees so as to ensure their professional integrity in the performance of their duties.

The officers, employees, and volunteers of **City of Fernley** shall comply with the following provisions. This list is not all-inclusive, but simply provides the basic level of conduct expected.

- All elected and appointed officials and employees will conduct themselves with honesty and integrity in the course of performing their duties and responsibilities.
- They will act with care and diligence in the course of their employment.

- They will treat everyone, including coworkers, subordinates, supervisors, customers and the public, with the utmost professionalism and courtesy.
- They will comply with all applicable federal, state, and local laws.
- They will comply with any lawful and reasonable direction given by someone in the employee's agency who has authority to give the direction.
- They will maintain appropriate confidentiality.
- They will disclose, and take reasonable steps to avoid, any actual or potential conflict of interest in connection with their employment.
- They will use **City of Fernley** resources in a proper manner.
- They will not provide false or misleading information in response to a request for information that is made for official purposes in connection with their employment.
- They will, at all times, act in a way that upholds the values and the integrity and good reputation of **City of Fernley**.
- They will comply with any other conduct requirement that is prescribed by the **City of Fernley**.

In addition, the **City of Fernley** officials and employees are required to comply with the provisions of NRS 281A.400 and NRS 281.

Employees shall familiarize themselves with Nevada Ethics in Government Manual available through the Nevada Commission on Ethics.

Employees who suspect violations of this policy must report the conduct/behavior(s) as soon as possible to any supervisor/manager or HR representative. Violations of any of the above provisions may result in disciplinary action, up to and including termination.

The **City of Fernley** will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been retaliated against in any manner whatsoever should immediately notify the Human Resource Manager. The **City of Fernley** will promptly investigate and deal appropriately with any allegation of retaliation. In the event retaliation is substantiated, disciplinary action up to and including termination may be taken.

Violations of any of the above provisions may result in disciplinary action, up to and including termination.

2.13. Political Activity

2.13.1. Policy

Employees shall not engage in political activity of any kind during working hours. This includes, but is not limited to soliciting money, influence, service, or any other valuable thing to aid, promote, or defeat any political committee or the nomination or election of any person to public office. Wearing or displaying of apparel, buttons, insignia, or other items which advocate for or against a political candidate or a political cause is also an example of prohibited political activity during work hours. Furthermore, no person shall attempt to coerce, command, or require a person holding or applying for any position, office, or

employment, including a citizen requesting service supplied by **City of Fernley**, to influence or to give money, service, or other valuable thing to aid, promote, or defeat any political committee, or to aid, promote, or defeat the nomination or election of any person to public office.

Employees may not participate in any of the above-mentioned activities off duty while wearing a uniform, name tag, or any other item identifying them as a representative of the **City of Fernley**.

Employees are expressly forbidden to use any **City of Fernley** resources, including but not limited to: interoffice mail, email, telephone, fax machines, the Internet, or copy machines to engage in any political activity outside the approved scope of the employees' official duties.

2.13.2. Running for or Holding Political Office

While employees are encouraged to participate in the political process, they must understand the **City of Fernley** also has an obligation to provide service to the public.

Employees who are seeking, or who have been elected or appointed to public office, shall not conduct any campaign-related business while on duty.

If there is a conflict with, or the activities hinder the performance of the duties with **City of Fernley**, the employee will comply with one of the following (final approval is at the **City of Fernley** sole discretion):

- The employee will be expected to resign their position;
- The employee may apply and seek approval for use of accrued leave time; or
- The employee may request unpaid leave per **City of Fernley** Leave of Absence Without Pay policy.

The maximum duration of unpaid leave time approved will be 90 days. **City of Fernley** leave policies addressing continuation of health insurance, retirement benefits, accrual of additional leave time, and job and seniority status will be applied in this situation.

2.13.3. Election-Related Communications

Pursuant to NRS 294A, any election-related communications published in support of or opposition to a candidate which contain official contact information of **City of Fernley** must state that the communication is not endorsed by, and is not an official publication, of **City of Fernley**.

2.14. Solicitation Prohibited

2.14.1. Employee Activities

Distribution of literature by employees in work areas or solicitation by employees during work time on behalf of any club, society, labor union, religious organization, political party, philanthropic or similar organization, or for any purpose whatsoever is strictly prohibited. Distribution of information and correspondence related to the administration of a collective bargaining agreement by officers, consultants, and business representatives of a recognized

employee organization may be allowed pursuant to the terms of a collective bargaining agreement.

2.14.2. Non-Employee Activities

Non-employees will not be allowed on the premises for the purpose of distribution of literature to employees or solicitation of employees at any time whatsoever, except as specifically provided below.

1. Consultants and business representatives of recognized employee organizations are allowed access to employees as allowed by the specific terms of a current collective bargaining agreement.
2. Representatives of employee benefit programs (e.g., supplemental insurance or deferred compensation) specifically approved by the **City of Fernley** for payment through payroll deduction may meet with employees during designated work time at designated places or on **City of Fernley** property as may be approved by the appropriate **City of Fernley** representative.

2.15. Work Stoppage Prohibited

No employee will instigate, promote, encourage, sponsor, or engage in any strike, picketing, slowdown, concerted work stoppage, sick out, or any other intentional interruption of work. Any employee who violates the provisions of this section will be subject to disciplinary action, up to and including termination.

2.16. Use of City of Fernley Property and Premises

2.16.1. Policy

Employees will use the **City of Fernley** property and equipment including, but not limited to, monies and funds, communication equipment, vehicles, tools, equipment, and facilities only for work-related purposes as directed or approved by management. When using **City of Fernley** property and equipment, employees are expected to exercise care, perform required maintenance, and follow all operating instructions as well as comply with safety standards and guidelines. Employees will not misuse, destroy, or otherwise use in an improper or unsafe manner any property of the **City of Fernley**. Employees are prohibited from making unauthorized copies, any other unauthorized use of, or allowing or facilitating the unauthorized possession by others of **City of Fernley** keys or other access devices. Employees are prohibited from transporting non-employees in the **City of Fernley** vehicles unless specifically authorized to do so by their supervisor.

2.16.2. Searches

The **City of Fernley** may authorize the examination of lockers, desks, vehicles, and all other property and spaces owned or controlled by the **City of Fernley** to check for the presence of any unauthorized material, weapons of any type, or controlled substances including, but not limited to, alcohol, illegal drugs, and prohibited substances. Prior notice to employees that **City of Fernley**-owned property or space is to be searched is not required; entrance onto or

use of **City of Fernley** property is deemed consent. Employees have no expectation of privacy in any **City of Fernley** equipment, property, lockers, desks, vehicles, work areas, and other property and spaces owned or controlled by the **City of Fernley**.

If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be escorted off the job site and disciplined, as appropriate. The **City of Fernley** may take whatever legal means are necessary, consistent with this policy, to determine whether unauthorized material, weapons of any type, or controlled substances are located or being used on **City of Fernley** premises. The **City of Fernley** may call upon law enforcement authorities to conduct an investigation if deemed necessary.

Searches will be conducted by management personnel or law enforcement authorities and may or may not be conducted in the presence of the person whose work area is searched. Any suspected contraband will be confiscated and may be turned over to law enforcement as appropriate. Any person whose property is confiscated will be given a receipt for that property by the **City of Fernley** representative conducting the search.

2.17. Phone Policy

The **City of Fernley** policy covers phone usage while at work, including the use of cell phones while operating motor vehicles.

2.17.1. Personal Calls & Texts

1. Personal phone calls, messages, texting, audio/video recording, and other features of employee's private cell phone or the **City of Fernley** equipment, are restricted to authorized break periods, except under obvious emergency situations. Excessive personal communication can result in lost productivity and distract coworkers. **City of Fernley** issued cell phones are to be used only for official business reasons.
2. If an emergency situation arises and the **City of Fernley**-issued cell phone must be used for a personal call or text and the employee is not able to obtain prior authorization from a supervisor, the employee is required to notify the supervisor as soon as is practicable. The employee is required to furnish the reason for the call/text and, if requested, the number called.
3. Employees are expected to protect the **City of Fernley**-issued mobile equipment from loss, damage, or theft.

2.17.2. Cell Phone Use in Vehicles

1. All employees are expected to follow applicable state and federal laws regarding the use of cell phones, or other hand-held devices at all times. Employees on duty and/or conducting official business at any time while operating motor vehicles are prohibited from using cell phones while the vehicle is in motion unless using a hands-free device. This includes dialing, answering, texting, and checking messages. Employees are neither required nor expected to use a cell phone while the vehicle is in motion. Safety must come before all other concerns.

2. Employees shall pull off the road and safely stop before placing or accepting calls, texting, checking and responding to messages, unless they are using hands-free operations/devices.
3. This provision does not include passenger use of cell phones.
4. This prohibition is in effect regardless if the cell phone is issued by the **City of Fernley** or is privately owned by the employee.
5. An exception to this rule is the legitimate use of cell phones by specific departments and for specific reasons as established by each department and under NRS 484B.165(2). For example, the police, fire, ambulance, and EMT departments may operate vehicles while using cell phones only in direct response to emergency calls but must always keep safety a paramount concern.

2.17.3. Phone Use in Business Meetings

Phone use during meetings, to include texting, unless specifically required and authorized by management, should be limited and only work-related.

2.18. Information Technology

2.18.1. Policy

The **City of Fernley** requires employees to use information technology (computer systems, telecommunication and other devices, and electronic information/communication) responsibly and in a manner, which is not detrimental to the mission and purpose of **City of Fernley**. To maintain a level of professionalism, any publication through any means (electronic or otherwise) which is potentially averse to the operation, morale, public perception, or efficiency of **City of Fernley** will be deemed a violation of this policy.

Employees are prohibited from engaging in any conduct which would violate **City of Fernley** policy or procedure. Use of personal or **City of Fernley** electronic devices to engage in such conduct can create liability for **City of Fernley**, and as such, obligates **City of Fernley** to undertake reasonable procedures to investigate such allegations, including but not limited to inspection of such equipment. In the event an employee becomes the subject of such an investigation and the allegations include potential violations of **City of Fernley** policies, whether on work or personal time, and whether using **City of Fernley** or personal devices, the **City of Fernley** will undertake such an investigation and inquiry by all means allowable under state and federal law.

The **City of Fernley** will periodically provide training to all employees on this policy and best practices in preventing phishing attempts, ransomware infections, or social engineering attempts. Employees must report any suspected phishing attempts, ransomware attempts, or social engineering attempts to the IT department immediately.

2.18.2. Privacy

Employees should not expect privacy with respect to any of their activities when using the **City of Fernley** computer and/or electronic and telecommunication property, systems, or services even when accessing from a personal device. Use of passwords or account numbers

by employees does not create a reasonable expectation of privacy and confidentiality of information being maintained or transmitted. The **City of Fernley** reserves the right to review, retrieve, read, and disclose any files, messages, or communications that are created, sent, received, or stored in the **City of Fernley** network, or on the **City of Fernley** computer systems, and/or equipment. The **City of Fernley** right to review, also called monitoring, is for the purpose of ensuring the security and protection of business records, preventing unlawful and/or inappropriate conduct, and creating and maintaining a productive work environment.

In accordance with provisions of NRS 613.135, the **City of Fernley** will not request usernames and passwords for personal social media accounts and will not take any type of employment action against an employee who refuses to provide the username and password for their personal social media account. This provision does not prevent the **City of Fernley** from requiring an employee to disclose the username and password for access to the **City of Fernley** computer or information system.

2.18.3. Use

1. The computers, electronic equipment, associated hardware and software, including, but not limited to electronic mail (email or instant messaging “IM”) and access to on-line services, as well as voice mail, pagers, smart phones, and faxes, even when accessed from a personal device, belong to the **City of Fernley** and, as such, are provided for business use. Very limited or incidental use of **City of Fernley**-owned equipment by employees for personal, non-business purposes is acceptable as long as it is:
 - a. Conducted on personal time (i.e., during designated breaks or meal periods);
 - b. Does not consume system resources or storage capacity;
 - c. Does not involve any prohibited uses; or
 - d. Does not reference **City of Fernley** or themselves as an employee without prior approval. This includes, but is not limited to:
 - Text which identifies **City of Fernley**.
 - Photos which display **City of Fernley** logos, patches, badges, or other identifying symbols of **City of Fernley**.
 - Information of events which occurs involving **City of Fernley** without prior approval.
 - Any other material, text, audio, video, photograph, or image which would identify **City of Fernley**.
2. Employees loading, importing, or downloading files from sources outside the **City of Fernley** system, including files from the Internet, social media sites, and any computer disk/drive, must ensure the files and disks/drives are scanned with the **City of Fernley** current virus detection software before installation and execution. Compliance to copyright or trademark laws prior to downloading files or software must be adhered to explicitly.
3. Employees may use information technology, including the Internet, World Wide Web, and social media sites during work hours on job-related matters to gather and disseminate information, maintain their currency in a field of knowledge, participate in professional

associations, and communicate with colleagues in other organizations regarding business issues.

4. An employee's use of the **City of Fernley** computer systems, telecommunication equipment and systems, and other devices or the employee's use of personally-owned electronic devices to gain access to **City of Fernley** files or other work-related materials maintained by **City of Fernley** constitutes the employee's acceptance of this policy and its requirements.
5. Employees must attain authorization from department head prior to:
 - Installing copyrighted software to ensure the City of Fernley has an active license, and
 - Distributing or copying property protected by copyright, trade secret, or patent, or other intellectual property.

2.18.4. Prohibited Use

The following activities are strictly forbidden by this policy:

1. Violations of the rights of any person or entity protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including but not limited to the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by **City of Fernley**.
2. Unauthorized copying of copyrighted material including but not limited to digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which **City of Fernley** or the end user does not have an active license.
3. The installation of software on **City of Fernley** computers without the prior approval of the IT Coordinator is prohibited.
4. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The **City of Fernley** IT Coordinator should be consulted prior to export of any material that is in question.
5. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, email bombs).
6. Allowing access to confidential or proprietary information on **City of Fernley** systems. This includes family and other household members when work is being conducted at an employee's home.
7. Using **City of Fernley** equipment or systems to actively engage in procuring or transmitting materials that is in violation of sexual harassment or hostile workplace laws.
8. Making fraudulent offers of projects, items or services originating from any **City of Fernley** account.
9. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
10. Effecting security breaches or disruptions of network communication.
11. Port scanning or security scanning, unless conducted by or on behalf of the IT Coordinator or designee during his or her duties on behalf of **City of Fernley**.
12. Executing any form of network monitoring which will intercept data not intended for the employee's host unless this activity is a part of the employee's normal job/duty.

13. Circumventing user authentication or security of any host network or account.
14. Interfering with or denying service to any user other than the employee's host (e.g., denial of service attack).
15. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/intranet/extranet.
16. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
17. Any form of harassment via email, telephone or paging, whether through language, frequency or size of messages.
18. Unauthorized use, or forging, or email header information.
19. Solicitation of email from any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
20. Creating or forwarding "chain letters" or "Ponzi" or other pyramid schemes of any type.
21. Use of unsolicited email originating from within **City of Fernley's** networks or other Internet/intranet/extranet service providers on behalf of, or to advertise, any service hosted by **City of Fernley** or connected via **City of Fernley's** network.
22. Physical alteration or repair of any hardware or software such as computers, laptops, printers, fax machines, phones, online services, email systems, bulletin board systems, recording equipment, copiers, monitors, mice, keyboards, or any other software that is owned, licensed by or operated by **City of Fernley**; users must report any problems with hardware or software to the **City of Fernley's** IT Coordinator.

~~Prohibited use includes, but is not limited to, the following:~~

- ~~1. Sending, receiving, or storing messages or images that a "reasonable person" would consider to be offensive, disruptive, harassing, threatening, derogatory, defamatory, pornographic, indicative of illegal or prohibited activity, or any that contain belittling comments, slurs, or images based on any protected class membership.~~
- ~~2. Subscriptions to newsletters, advertising, "clubs," or other periodic email which is not necessary for the performance of the employee's assigned duties.~~
- ~~3. Engaging in political activities including, but not limited to, solicitation or fund raising.~~
- ~~4. Engaging in religious activities including, but not limited to, proselytizing or soliciting contributions.~~
- ~~5. Conducting outside employment in any manner.~~
- ~~6. Engaging in illegal, fraudulent, defamatory, or malicious conduct.~~
- ~~7. Writing or participating in blogs that injure, disparage, and/or defame the **City of Fernley**, members of the public, and/or its employees' reputations by name or implication.~~
- ~~8. Downloading, uploading, or otherwise transmitting without authorization:~~
 - ~~• Confidential or proprietary information or material~~
 - ~~• Copyrighted material~~
 - ~~• Illegal information or material~~

• ~~Sexually explicit material~~

9. ~~Obtaining unauthorized access to other systems.~~
10. ~~Using another person's password or account number without explicit authorization by the **City of Fernley**.~~
11. ~~Improperly accessing, reading, copying, misappropriating, altering, misusing, or intentionally destroying the information/files of the **City of Fernley** and other users.~~
12. ~~Loading unauthorized software or software not purchased or licensed by the **City of Fernley**.~~
13. ~~Breaching or attempting to breach any security systems or otherwise maliciously tampering with any of the **City of Fernley** electronic systems including, but not limited to, introducing viruses.~~
14. ~~Using the **City of Fernley** information technology for personal, non-business purposes in other than a limited or incidental way.~~
15. ~~Opening, clicking on, or downloading any suspicious or unusual electronic mail, attachment, or hyperlink.~~
16. ~~Inserting a flash drive from an unknown source into the **City of Fernley** computer/network.~~

2.18.5. Permitted Activities

Use of **City of Fernley** computers and electronic communications resources are for program and business activities of the **City of Fernley**. All use of such resources shall be conducted in a framework of honest, ethical, and legal activities that conform to applicable license agreements, contracts, and policies regarding their intended use. Although incidental and occasional personal use of the organization's communications systems are permitted, users automatically waive any right to privacy.

2.19. Social Networking (Social Media) Policy

2.19.1. Policy

The **City of Fernley** takes no position on an employee's decision to start or maintain a blog or participate in other social networking activities. However, employees' use of social media can pose risks to **City of Fernley** confidential and proprietary information and reputation, can expose **City of Fernley** to discrimination and harassment claims, and can jeopardize **City of Fernley** compliance with business rules and laws. To minimize these business and legal risks, to avoid loss of productivity and distraction from employees' job performance, and to ensure that the **City of Fernley** IT resources and communications systems are used appropriately as explained below, **City of Fernley** expects its employees to adhere to the following guidelines and rules regarding social media use. The **City of Fernley** social networking policy includes rules, guidelines, and best practices for **City of Fernley**-authorized social networking and personal social networking and applies to all **City of Fernley** personnel policies.

2.19.2. General Provisions

Social media includes all means of communicating or posting information or content of any sort on the Internet, including but not limited to, employee's own or **City of Fernley** video or wiki posting, social networking sites such as Facebook, LinkedIn, and Twitter, personal blogs, personal websites, or other similar forms of online communication journals, diaries, or personal newsletters not affiliated with the **City of Fernley**.

Unless specifically instructed, employees are not authorized and, therefore, restricted to speak on behalf of the **City of Fernley**. Employees are expected to protect the privacy and well-being of the **City of Fernley** and its employees. Employees are prohibited from disclosing confidential employee and non-employee information as outlined in Confidential Information policy and any other non-public information to which employees have access to the extent such discussion or disclosures are not protected under state or federal law.

2.19.3. Social Media Post Disclaimer

Social media postings by employees from **City of Fernley** email addresses should contain the following disclaimer stating that the opinions expressed are strictly their own and not necessarily those of **City of Fernley**, unless the posting is in the course of business duties:

- Any views or opinions presented in this message are solely those of the author and do not necessarily represent those of **City of Fernley**. Employees of **City of Fernley** are expressly required not to make defamatory statements and not to infringe or authorize any infringement of copyright or any other legal right by electronic communications.

Any such communication is contrary to **City of Fernley** policy and outside the scope of the employment of the individual concerned. **City of Fernley** will not accept any liability for such communication, and the employee responsible will be personally liable for any damages or other liability arising.

2.19.4. City of Fernley Monitoring

Employees are cautioned there is no expectation of privacy while using **City of Fernley** Internet, equipment, or facilities for any purpose, including authorized posting or editing to social networking sites. Employee's posting can be viewed by anyone, including the **City of Fernley**. The **City of Fernley** reserves the right to monitor its Internet, equipment, and facilities that are used to post comments or discussions about the **City of Fernley** or its employees on social networking sites. The **City of Fernley** may use search tools and software to monitor use of its Internet, equipment, and facilities for posting to social networking sites.

The **City of Fernley** reserves the right to use content management tools to monitor, review, or block content on **City of Fernley** social networking sites that violate this policy. Employees consent to such monitoring by acknowledgment of this policy and use of the **City of Fernley** IT resources and systems.

2.19.5. Reporting Violations

The **City of Fernley** requests and strongly urges employees to report any actual or perceived violations of this policy to his/her immediate supervisor, manager, human resources, designated EEO officer, or the City Manager.

2.19.6. Violation of Policy

The **City of Fernley** will investigate promptly and respond to all reports of violations of the social networking policy and other-related policies. Violation of the **City of Fernley** social networking policy may result in disciplinary action, up to and including termination. The **City of Fernley** reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

2.19.7. Authorized City of Fernley Social Networking

The goal of authorized social networking is to become a part of the community conversation and promote web-based sharing and exchange of **City of Fernley** information and feedback from members of the public. Authorized social networking is used to convey information about **City of Fernley** operations and services; promote and raise awareness of the organizational culture; search for potential new equipment and training tools; communicate with other employees, members of the public, and interested parties; issue or respond to breaking news or other matters of public interest; and discuss organization-specific activities and events.

When social networking, the **City of Fernley** must ensure that use of these communication paths maintain honesty, integrity, courteousness, and reputation while minimizing actual or potential legal risks, whether used inside or outside the workplace.

2.19.8. Rules and Guidelines

The following rules and guidelines apply to entries made on all **City of Fernley**-related social networking sites.

1. Only authorized employees can prepare and modify content for the **City of Fernley** social networking sites. If an employee is required to use social media as part of his/her job duties, for **City of Fernley** marketing, public relations, recruitment, communications, or other business purposes, the content must be relevant, add value, and be approved by the **City of Fernley** in advance of posting. If uncertain about any information, material, or conversation, employee will contact his/her supervisor or manager, human resources, designated EEO officer, or the City Manager to discuss the content.
2. Note that **City of Fernley** owns all social media accounts used on behalf of **City of Fernley** or otherwise for business purposes, including any and all log-in information, passwords, and content. **City of Fernley** owns all such information and content regardless of the employee that opens the account or uses it and will retain all such information and content regardless of separation of any employee from employment with **City of Fernley**.
3. If an employee's job duties require him/her to speak on behalf of **City of Fernley** in a social media environment, the employee must still seek approval for such communication from his/her supervisor or manager, human resources, designated EEO officer, or the City

Manager who may require the employee to receive training before posting and may impose certain requirements and restrictions regarding the employee's social media activities.

4. All employees must identify themselves as employees of the **City of Fernley** when posting comments or responses on the **City of Fernley** social networking sites. If an employee is contacted to comment about the **City of Fernley** for publication, including any social media outlet, the request should be directed to the City Manager who will then determine the response to be provided on behalf of the **City of Fernley**.
5. Any copyrighted information where written reprint information has not been obtained in advance cannot be posted.
6. All employees of the **City of Fernley** are responsible for ensuring all social networking information complies with the **City of Fernley** written policies. Management is authorized to remove any content posted on the **City of Fernley** social media site that does not meet the rules and guidelines of this policy, any other **City of Fernley** policy, or that may be illegal, prohibited, or offensive. Removal of such content will be done at the discretion of the **City of Fernley** without permission or advance warning.
7. The **City of Fernley** expects all **City of Fernley**-authorized guests to social networking sites to abide by all rules and guidelines of this policy. The **City of Fernley** reserves the right to remove, without advance notice or permission, all guest content considered malicious, defaming, obscene, threatening, or intimidating. The **City of Fernley** also reserves the right to take legal action against guests who engage in prohibited or unlawful conduct.
8. Employees must not expose themselves or the **City of Fernley** to legal risk by using a social media site in violation of its terms of use. Review the terms of use of all social media sites visited to ensure compliance with those terms of service.

2.19.9. Personal Social Networking

The **City of Fernley** respects the right of employees to use social networking sites and does not want to discourage employees from self-publishing and self-expression. However, employees are expected to follow the rules and guidelines as set forth in this policy to provide a clear line between the employee as the individual and/or as an employee of the **City of Fernley**. In accordance with provision of NRS 613.135, the **City of Fernley** will not request usernames and passwords for personal social media accounts. This policy applies to all board members, management, employees, and volunteers. The **City of Fernley** does not discriminate against employees who use these sites for personal interests and affiliations or other lawful purposes.

1. Commenters are personally responsible for his/her commentary on social networking sites and can be held personally liable for commentary that is considered malicious, defamatory, obscene, threatening, intimidating, or libelous by any offended party, not just the **City of Fernley**. Remember that what is published might be available to be read by the masses (including the **City of Fernley**, future **City of Fernley's**, and social acquaintances) for a long time. Employees should keep this in mind before posting content.

2. Employees are prohibited from using **City of Fernley** equipment, including computers, licensed software or other electronic equipment, or facilities on work time to conduct personal social networking activities. Employees are prohibited from using his/her work email address to register on social networking sites utilized for his/her personal use.
3. Employees shall not use social networking sites to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with the **City of Fernley**. Social media should never be used in a way that violates any other **City of Fernley** policies or employee obligations. If an employee's social media activity would violate any of the **City of Fernley** policies in another forum, it will also violate them in an online forum.
4. If an employee chooses to identify him/herself as an employee of **City of Fernley**, note that some readers may view him/her as a spokesperson for the **City of Fernley**. Because of this possibility, employee is required to state his/her views expressed on the social networking site belongs to the employee alone and is not reflective of the **City of Fernley** or of any person or organization affiliated or doing business with the **City of Fernley**.
5. Employees should use good judgment about what is posted on social media and remember that anything posted can reflect on **City of Fernley**, even if a disclaimer is used. Employees should always strive to be accurate in their communications about **City of Fernley** and remember that posted statements and materials have the potential to result in liability for the employee and the **City of Fernley**. **City of Fernley** encourages professionalism and honesty in social media and other communications.
6. Employees cannot post the name, trademark, or logo of the **City of Fernley** or any business with a connection to the **City of Fernley**. Employees cannot post **City of Fernley**-privileged information, including copyrighted information or **City of Fernley**-issued documents.
7. Authorized employees posting to **City of Fernley**-owned social media accounts may not post photographs of other employees, volunteers, members of the public, vendors, and suppliers on the **City of Fernley** premises, nor can employees post photographs of persons engaged in **City of Fernley** business without prior authorization by immediate supervisor, manager, human resources, or the City Manager.
8. Employees cannot post any advertisements or photographs of **City of Fernley** products and services, nor use the **City of Fernley** in advertisements without disclosing the employee's connection to the **City of Fernley**.
9. Employees cannot link from a personal social networking site to the **City of Fernley** internal or external websites.

This policy is not intended to restrict communications or actions protected or required by federal or state law.

2.19.10. Media Contacts

If contacted by the media, press, or any other public news source about employees' post that relates to **City of Fernley** business, employees are required to obtain written approval from the immediate supervisor, manager, human resources, or the City Manager prior to responding on behalf of the **City of Fernley**.

2.19.11. Prohibition Against Retaliation

The **City of Fernley** will not tolerate any retaliation by management or by any other employee against an employee who reported a violation of this policy or cooperating with an investigation. Any employee who believes s/he has been retaliated against in any manner whatsoever should immediately notify the EEO Officer or alternative EEO Officer. The **City of Fernley** will promptly investigate and deal appropriately with any allegation of retaliation.

2.20. Use of Tobacco

The **City of Fernley** is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. As required in accordance NRS 202.2483 (Nevada Clean Indoor Air Act), the use of tobacco products, including electronic cigarettes and similar products, is prohibited within any building owned, leased, contracted for, and utilized by the **City of Fernley**. This prohibition extends to areas that are routinely or regularly used by employees, including but not limited to: work areas, restrooms, hallways, employee lounges, cafeterias, conference and meeting rooms, lobbies, reception areas, and vehicles **City of Fernley** owns or uses. The **City of Fernley** may designate an outdoor smoking area for its employees. The **City of Fernley** shall not allow the use of tobacco products during staff and training meetings.

2.21. Outside Employment

2.21.1. Policy

In order to maintain a work force that is available to provide proper services and carry out functions of the **City of Fernley**, employees are prohibited from engaging in outside employment which presents real or potential conflict with or negatively impacts their employment with the **City of Fernley**.

2.21.2. Conflicting Employment

Outside employment may be classified as in conflict with the **City of Fernley** interests if it:

1. Interferes with or negatively impacts the employee's ability to perform his/her assigned job.
2. Prevents the employee's availability for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job.
3. Is conducted during the employee's work hours.
4. Requires the services of other employees during their normally scheduled work hours.
5. Makes use of the **City of Fernley** telephones, computers, supplies, or any other resources, facilities, or equipment.
6. Is represented as an activity of the **City of Fernley** or an activity endorsed, sanctioned, or recommended by the **City of Fernley**.
7. Takes advantage of the employee's employment with the **City of Fernley**, except to the extent that the work with the **City of Fernley** may demonstrate expertise or qualification to perform the outside work.

8. Requires the employee to schedule time off at specific times that could disrupt the operation of the **City of Fernley**.
9. Involves employment with a firm that has contracts or does business with the **City of Fernley**. Exceptions to this policy have been identified in *Code of Ethical Standards* policy.
10. Negatively impacts the public's perception of the integrity or credibility of the **City of Fernley**.

2.21.3. Procedure

1. An employee must request written approval from his/her supervisor/manager for outside employment, including self-employment. The proposed outside employment may not be construed as an extension of his/her duties or responsibilities with the **City of Fernley**.
2. In order to determine if there is a conflict with the employee's duties, the supervisor/manager may request information, such as:
 - The outside employer's name;
 - Nature of the work performed by the outside employer;
 - Whether the activity of the outside employment requires employee to disclose information obtained with **City of Fernley** and/or impairs employee's independence or ethics;
 - Proposed work schedule;
 - Job location; and
 - Duties to be performed.
3. If the supervisor/manager denies the request, the employee may request a review by the department head or designee whose decision will be final.
4. Employees who engage in outside employment which is prohibited by this policy may be subject to discipline, up to and including termination.
5. Provisions of policies and procedures of the Police/Sheriff's Department may provide additional restrictions or conditions for approval of outside employment and will remain in effect as they are currently written or as they may be modified.

2.22. Personal Appearance

2.22.1. Policy

1. Each employee is expected to dress and groom appropriately for the job, presenting a clean, safe, neat **and professional** appearance. An employee unsure about whether attire or grooming is appropriate should consult with his/her supervisor or manager.
2. **The employer may also establish special requirements based on safety concerns. If the employee feels aggrieved by the personal appearance requirements of his/her department, s/he may use the dispute resolution process provided in the employer's personnel policies.**
3. **In setting standards for personal appearance, supervisors will consider the following factors:**
 - **The specific nature of the work and the work environment.**

- The attire of other employees engaged in similar work.
 - Safety considerations such as necessary precautions when working with or near machinery, etc.
 - The nature of the employees' public contact.
 - The effects on others such as heavy scents when coworkers may have allergies, etc.
4. Under no circumstances may employees wear halter tops, strapless tops, spaghetti straps, cropped tops, clothing with offensive wording (sexually-related references or inappropriate language) or that promotes the use of illegal drugs, prohibited substances, or alcohol, clothing that shows undergarments (sheer), torn clothing, clothing with holes in it, or tight-fitting, revealing, or oversized clothing. All clothing must be clean, neat, and fit properly. Safe, neat, and clean shoes should be worn at all times. Tank tops may be worn as long as shoulder straps are a minimum of 1.5 inches and no undergarments may be seen.
 5. All tattoos must be covered at all times if offensive in nature. Visible tattoos that are deemed offensive in nature may contain sexually related references, inappropriate wording, promote illegal drugs or prohibited substances, and/or other tattoos that may be considered offensive.
 6. If an employee requires reasonable accommodation regarding his/her dress for bona fide legal reasons, s/he should contact ~~his/her supervisor or manager~~ **Human Resources** to discuss an exception to the personal appearance guidelines. Unless it would constitute an undue hardship or safety hazard, the **City of Fernley** will accommodate such requests.
 7. Field employees are required to wear the assigned work uniform provided by the **City of Fernley**. If a work uniform has not been assigned, employees may wear jeans and T-shirts ~~as well as shorts that are no more than 3 inches above the knee~~. Any employee who performs any work assignments in the field must wear closed toe shoes. Long hair must be tied back to ensure the employee's safety. Loose clothing or dangling jewelry that poses a safety hazard to employees is also prohibited.
 8. For those employees who do not have direct contact with the public, dress should still be neat and clean and pose no safety hazard to themselves or others.
 9. For all employees, professional appearance means that the **City of Fernley** expects employees to maintain good hygiene and grooming while working. Facial hair is permitted as long as it is neat and well trimmed. Earrings, gauges, extenders, O-rings, ~~and facial piercings~~ are acceptable as long as they do not impose a safety/health issue. ~~Rings/studs through the nose, eyebrow, tongue, or body parts other than the ear lobe that are visible to the public may not be worn while working. All tattoos must be covered at all times if offensive in nature. Visible tattoos may not be offensive in nature (sexually related references, inappropriate wording, and the promotion of illegal drugs or prohibited substances is prohibited).~~ Employees are expected to be conservative in the wearing of makeup, scented products, and hairstyles.
 10. Employees working in office areas should dress professionally. Appropriate attire includes, but is not limited to, slacks, khakis, capris, and crop pants (if they portray a business appearance), knit blouses or tops, dress shirts, polo and cotton shirts, skirts and dresses, turtlenecks, sweaters, loafers, and sandals. T-shirts and sweat suits are not

appropriate office dress. Tights and leggings must be accompanied by a fingertip length or long top or dress. All pants and slacks must be worn at the waist with no visible undergarments.

11. ~~On approved casual days, employees may dress in casual clothing, including jeans and T-shirts, although dress standards still require a neat, clean appearance. Friday is the approved casual day for the City of Fernley. Professional work attire must be worn Monday through Thursday unless otherwise approved by the City Manager.~~

2.22.2. Enforcement

1. All employees should practice common sense rules of neatness, good taste, and comfort. Provocative clothing is prohibited. **City of Fernley** reserves the right to determine appropriate dress at all times and in all circumstances.
2. When the **City of Fernley** believes an employee's dress or grooming does not comply with the personal appearance guidelines, the immediate supervisor will discuss the issue with the employee. If counseling fails to result in the desired response, the supervisor may initiate disciplinary action.
3. **City of Fernley** may require employees to change clothes should it be determined that ~~the attire~~ dress is not appropriate.
4. An employee who disagrees with a supervisor's judgement on matters of their personal appearance, the employee shall address the issue with the next level supervisor or Human Resources.

2.23. Children, Animals, and Visitors in the Workplace

To avoid disruptions to the employee and coworkers, potential distractions in serving members of the community and to reduce personal and property liability, employees shall not bring children and/or animals to the workplace and are limited in having family and friends visit.

This policy is intended to address the presence of children and animals while the employee is on duty and does not include official functions or activities promoted by the **City of Fernley** which may allow children and/or animals.

Supervisors may grant a temporary exception to the rule prohibiting children in the workplace, not to exceed one workday, to accommodate the employee. If an exception is granted, it is the responsibility of the employee to supervise and control the movements of the child. It is not acceptable to request an accommodation to bring sick children into the workplace.

This policy does not apply to employees whose service animal has been approved by the **City of Fernley** as a reasonable accommodation under the Americans with Disabilities Act. ~~The City Manager may grant temporary exception to the rule for animals on occasion to accommodate the employee. It is the responsibility of the employee to supervise and control the movements of the animal and the animal does not exhibit any type of aggressive behavior or any behaviors that would disrupt the workforce or impact the productivity of the employee.~~

The **City of Fernley** understands that an occasion may arise when an employee receives a visit from a family member or friend during working hours and allows such visits providing, they are short in duration and not disruptive to other employees or the public.

2.24. Reporting Convictions, Investigations, and Change of License

2.24.1. Reporting Convictions

All employees and volunteers are required to immediately report convictions, guilty or nolo contendere pleas, or deferred adjudications for felony, misdemeanor (excluding juvenile adjudication), or any lesser crime other than minor traffic infractions to their supervisor or manager. Convictions shall not automatically impact the employees' employment or the volunteer's assignment. The **City of Fernley** will make an assessment of the effect of the conviction to the essential duties of the position the employee holds or the duties the volunteer performs.

2.24.2. Reporting Investigations

All employees and volunteers are required to immediately report to their supervisor or manager if they are under investigation by a licensing board or other regulatory entity for actions related to their employment or volunteer assignment.

2.24.3. Reporting Change of License

An employee or volunteer must immediately notify his/her supervisor or manager of any suspension, restriction, or revocation of his/her driver's license, permit, or other license or certification required for the performance of his/her assigned job.

2.25. Whistleblower Protection (Required for County and Incorporated City Employees per NRS 281.611)

2.25.1. Prohibition of Threats or Coercion

An officer or employee shall not directly or indirectly use or attempt to use the officer's or employee's official authority or influence to intimidate, threaten, coerce, command, influence, or attempt to intimidate, threaten, coerce, command, or influence another officer or employee in an effort to interfere with or prevent the disclosure of information concerning improper governmental action or to pressure another officer or employee to take reprisal or retaliatory action. The provisions of this policy shall not be used to harass another officer or employee.

In accordance with NRS 281.631, an officer or employee is required to use his/her official authority or influence to remedy any reprisal or retaliatory action of which the officer or employee becomes aware. Use of "official authority or influence" may include taking, directing others to take, recommending, processing or approving any personnel action such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, reemployment, evaluation or other disciplinary action.

Employees who believe a reprisal or retaliatory action against the officer or employee for disclosing information concerning improper governmental action as defined in NRS 281.611 may file a written appeal, per NRS 281.641.

City of Fernley will comply with its obligations per NRS 281.611-671, inclusive.

2.25.2. Disclosure of Untruthful Information

This policy does not preclude the **City of Fernley** from initiating proper disciplinary action against an individual who discloses untruthful information concerning improper governmental action.

2.26. Remote Work

2.26.1. Purpose

The purpose of this policy is to define the remote work program of the **City of Fernley** and the guidelines under which it will operate.

Remote working is defined as working at an alternate worksite that is away from the main or primary worksite typically used by the **City of Fernley**. Remote work is a mutually agreed upon alternative work location between the remote employee and **City of Fernley**.

Remote work is not an employee benefit, but rather a work alternative or possible reasonable accommodation based upon the job content, satisfactory work performance, and work requirements of the department and **City of Fernley**.

2.26.2. Scope

The policy applies to all employees, supervisors, and managers who are approved to work remotely as a work alternative.

2.26.3. Requesting Permission to Work Remotely

An employee who wishes to request a remote work arrangement shall submit a written request for approval to the direct supervisor/manager. The request must be approved by the appropriate department head before employee may work remotely. There may be some circumstances in which select employees are directed by the **City of Fernley** to work remotely if working at the traditional work site is not practicable due to an emergency, including but not limited to, public health concerns related to communicable diseases, natural disasters, or extreme weather events. Employees who are directed to work remotely due to an emergency may be exempted from the written request and the department head approval process.

***Note:** Employees requesting remote work as a reasonable accommodation shall make such requests to their supervisor and the EEO Officer or ADA coordinator as applicable.*

2.26.4. Employee Rights and Responsibilities

Except as specified in this policy or agreed to in an individual remote work agreement signed by the employee and the direct supervisor/manager, employee rights and responsibilities are not affected by participating in remote work. As such, all of the policies set forth herein remain applicable to any employee working remotely. An employee's compensation, benefits, and expected total number of hours worked will not change regardless of work location.

No benefits provided by **City of Fernley** are enhanced or abridged by the implementation of a remote work agreement. All forms of remote work imply an employee-**City of Fernley** relationship. The employee is expected to adhere to all of the same policies, regulations, and performance expectations established for all employees of **City of Fernley**.

Remote work employees must keep their supervisor informed of progress on assignments worked on at the alternative worksite, including any problems they may experience while working remotely. The employee must generate a synopsis of activities and accomplishments for the workday in a prescribed format. Methods of planning and monitoring the work shall be at the discretion of the department head, and/or **City of Fernley**.

Office needs will take precedence over remote work time. An employee must forgo working remotely if needed in the office on the regularly scheduled remote work time.

The employee is responsible for providing an appropriate workspace, including all necessary equipment not otherwise provided by **City of Fernley** to perform their normal job functions unless otherwise stated in the written agreement. Employees who are directed to work remotely due to an emergency may be supplied with necessary equipment by the **City of Fernley**. Equipment supplied by **City of Fernley** is to be used for business purposes only. Any additional financial burden resulting from the remote work arrangement is solely the responsibility of the employee unless the arrangement is identified as an ADA reasonable accommodation in which case, the situation will be addressed individually.

Employee must notify the direct supervisor of any changes to one's standard workweek (e.g., sickness, health care provider visits, or annual leave).

Remote work is not intended to serve as a substitute for child or adult care. If children or adults in need of primary care are in the alternate work location during employees' work hours, some other individual must be present to provide care. Exceptions may be allowed on a limited basis due to emergencies at the discretion of the manager/supervisor.

2.26.5. City of Fernley Rights and Responsibilities

Participation in a remote work agreement is at the sole discretion of the **City of Fernley**, unless identified as a reasonable accommodation. Except as specified in this policy or agreed to in the individual remote work agreement, **City of Fernley** rights are not affected by an employee's participation in remote work.

The **City of Fernley** will determine the methods of planning, monitoring, receiving, and reporting the employee's activity and accomplishment. The **City of Fernley** must manage the work of employees in their area of responsibility and assure that employees receive the assistance they need to accomplish their responsibilities.

The employees will be given as much advance notice as possible if they will be needed in the office on the regularly scheduled remote workday.

Each remote work agreement will be discussed and renewed at least annually, or whenever there is a major job change. Because remote work is selected as a feasible work option based

on a combination of job characteristics, employee performance, and **City of Fernley** needs, a change in any one of these elements may require a review of the agreement.

City of Fernley may upon notice, inspect the employee's alternate workspace for safety and workers' compensation concerns.

2.26.6. Termination of Remote Work Agreement

City of Fernley and/or employee may terminate the remote work agreement for any reason, at any time. Whenever feasible, written notice will be provided, but this is not a requirement.

The opportunity to participate in a remote work agreement is offered only with the understanding that it is the responsibility of the employee to ensure a proper work environment is maintained, dependent care arrangements do not interfere with work, and personal disruptions such as non-business telephone calls and visitors are kept to a minimum. Failure to maintain a proper work environment, as determined by the **City of Fernley**, will provide cause for discipline and/or the termination of the employee's remote work agreement.

Approval for any remote work request is based upon **City of Fernley** and department requirements as determined by the **City of Fernley**. Employees previously participating in a remote work agreement are not assured a remote work agreement in the future.

***Note:** If remote work is considered as a reasonable accommodation, the **City of Fernley** and employee will follow the **employer's** applicable policy and process, to include proper use of appropriate forms and procedures.*

2.27. Vehicle Use Policy

City of Fernley employees shall operate City of Fernley vehicles in accordance with all traffic laws, including having a valid Nevada Driver's License. Only employees authorized by the City Manager shall be allowed to drive a city vehicle. In the event of a traffic accident, the driver of the vehicle, or designee, if injured, shall immediately report the accident and provide all appropriate information and reports following the adopted Fleet policy.

If an employee lives within eight (8) miles of their starting worksite location, the Department Director or the City Manager may assign the employee a City vehicle to take home overnight. The vehicle shall not be used for personal benefit and no passengers shall be allowed to ride in the vehicle unless of official business for the City. Acceptable incidental personal use includes stopping off at the bank, post office, or store if the employee is traveling to or from work. Employees are not allowed to transport or consume alcohol or illegal drugs (see "Drug and Alcohol-Free Workplace Policy" for additional details.)

2.28. Workplace Safety

Employees have a duty to comply with all safety rules and are expected to take an active part in maintaining a hazard-free environment. Nevada OSHA requires that each new employee reads, understands, and signs the Nevada Workplace Safety Employee Rights and Responsibilities form. Employees are to direct questions to their supervisor.

Employees are expected to observe all posted safety rules, adhere to all safety instructions, and properly use all equipment. Employees are required to report any accidents or injuries, and any breaches of safety to his/her supervisor as soon as possible.

Disciplinary action, up to and including termination, may be imposed for violation of known safety policy and/or procedure.

Employees with ideas, concerns, or suggestions for improved safety within the workplace are encouraged to raise them with their supervisor or with another member of management. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports made in good faith may be made without fear of discrimination or retaliation.

2.29. Personal Vehicle Use

At times, employees may use their own personal vehicles for work-related purposes. In these cases, employees are expected to exercise care, perform required maintenance, and follow all operating instructions as well as comply with laws, safety standards and guidelines. Employees are prohibited from transporting non-employees in personal vehicles while conducting employer business unless specifically authorized to do so by their supervisor. Employee must clearly disclose any personal travel and/or annual leave to be taken in conjunction with employer's business prior to travel and specific permission must be first obtained from the supervisor/manager. Employees must also comply with all related employer policies including but not limited to Workplace Safety, License/Occupational Certification, and Vehicle Liability Insurance.

2.30. Related Forms

- ADA Reasonable Accommodation Checklist
- ADA Employee Request for Accommodation
- ADA Accommodation Request--Employee Release
- ADA Accommodation Request--Health Care Provider Information
- ADA Accommodation Approval Letter
- ADA Accommodation Denial Letter
- Alcohol Test Informed Consent: Applicants
- Documentation for Reasonable Suspicion Drug/Alcohol Testing
- Drug/Alcohol Test Informed Consent: Current Employees
- Drug Test Informed Consent: Applicants
- Investigation Checklist
- Investigation Report Template
- Last Chance Agreement – Drug and Alcohol
- Nevada Consanguinity/Affinity Chart
- Nevada Pregnant Workers' Fairness Act Notice
- Nevada Workplace Safety Employee Rights and Responsibilities
- Notice – Designation of Equal Employment Opportunity Officer
- Outside Employment Disclosure Form

- Request for Hearing Under the provisions of NRS 281-645 ("Whistleblower Law")
- Subsequent Injury Fund Questionnaire
- Suggested Steps for Reasonable Suspicion Drug-Alcohol Testing
- Remote Work Form

3. EMPLOYMENT

3.1. Scope

It is recognized that the role of the department is critical in the hiring process and that utilizing the subject matter expertise of those in the hiring department will help ensure the selection of the most appropriately qualified candidate for each position. Therefore, the **City of Fernley** will involve department management in the recruitment, examination, and selection process.

3.2. Source of Applicant

Regular positions may be filled by applicants selected from existing eligible lists. If no eligible list exists, the **City of Fernley** may initiate a recruitment (open or promotional) to create an eligible list. Applications from present employees may be considered for open positions before non-employee applicants are considered. For open recruitments, the position vacancy announcement will be posted internally and externally.

Promotional recruitments limit consideration of applicants to qualified employees currently working within a single department of the **City of Fernley** (departmental/promotions) or to qualified employees currently working within the **City of Fernley** (**City of Fernley**-wide/promotional). Departmental/promotional recruitments shall be limited to employees in regular or introductory status who have completed at least twelve (12) months of service. **City of Fernley**-wide/promotional recruitments are limited to regular or introductory employees of the **City of Fernley** with at least twelve (12) months of service.

3.3. Job Announcements

Prior to initiating recruitment, the **City of Fernley** may verify the essential job functions; identify knowledge, skills, and abilities needed, and determine what education, experience, and credentials will provide the desired knowledge, skills, and abilities.

3.3.1. Open Recruitments

The **City of Fernley** will announce all vacancies for regular positions. An announcement may be for the purpose of filling a single vacancy or to establish an eligible list for one or more vacancies in the same job class. Position vacancies will be publicized to allow potentially qualified and interested individuals to learn of employment opportunities and to encourage qualified applicants from diverse backgrounds to apply. Recruitment announcements will always be posted on the website of the **City of Fernley** and in such other places as the **City of Fernley** feels appropriate. The announcement will normally include:

1. Title and pay range of the class of the vacancy;
2. Nature of the work to be performed, including the essential job functions;
3. Minimum as well as any preferred qualifications, including education and/or experience, knowledge, skills, and abilities, or other special criteria associated with the position;
4. License or certifications required;
5. Manner of applying (where, how and deadlines); and
6. A declaration that the **City of Fernley** is an Equal Employment Opportunity (EEO) **City of Fernley**, and Americans with Disabilities (ADA) accommodations are available.

Regular employees will be released from work, on paid status, to take an examination and participate in an interview held during their scheduled work time. Casual (intermittent) workers will not be paid for time taken to participate in an examination or interview.

3.3.2. Promotional Recruitments

Notice of promotional recruitments will be posted in the **City of Fernley** work locations as appropriate. When an eligible list is to be established as a result of a promotional recruitment

and used to fill more than the current vacancy, the announcement will state the time period during which the list will be used and state that only the most appropriately qualified applicants will be placed on the list. The announcement will include the criteria outlined above in sub-section *Open Recruitments*, items 1-6.

Regular employees will be released from work, on paid status, to take a promotional examination and participate in an interview held during their scheduled work time. Casual/temporary/seasonal workers will not be paid for time taken to participate in a promotional examination or interview.

3.4. General Requirements for Filing of Applications

3.4.1. Application Forms

1. Applicants must complete a separate application form for each vacancy unless the job announcement indicates otherwise. The **City of Fernley** may also require résumés, completed supplemental questionnaires, and other evidence of education, training, experience, or other lawful requirements, including licenses and certifications. Applications submitted become the property of the **City of Fernley**.
2. The following provisions apply to all applicants *except* an applicant for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System.
3. Applications for employment must be made in writing on prescribed forms which will include a statement that a record of conviction will not necessarily bar the applicant from employment and certain factors will be considered, such as:
 - Whether any criminal offense charged against an applicant or committed by the applicant directly relates to the responsibilities of the position for which the applicant has applied;
 - The nature and severity of each criminal offense charged against the applicant or committed by the applicant;
 - The age of the applicant at the time of the commission of each criminal offense;
 - The period between the commission of each criminal offense and the date of the application for employment; and
 - Any information or documentation demonstrating the applicant's rehabilitation.
4. The following procedures apply to applicants for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System.

Applications for employment must be made in writing on prescribed forms.

- Applicants must complete a separate application form for each vacancy unless the job announcement indicates otherwise.

- The **City of Fernley** may also require résumés, completed supplemental questionnaires, and other evidence of education, training, experience, or other lawful requirements, including licenses and certifications.
 - Applications submitted become the property of the **City of Fernley**.
5. The following procedures apply to applicants for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System.
- Applications for employment must be made in writing on prescribed forms (whether hard copy or electronic).
 - Applicants must complete a separate application form for each vacancy unless the job announcement indicates otherwise.
 - The **City of Fernley** may also require résumés, completed supplemental questionnaires, and other evidence of education, training, experience, or other lawful requirements, including licenses and certifications.
 - Applications submitted become the property of the **City of Fernley**.
6. In addition, applicants for a position that is a peace officer will need to attest to the following on the application form to be considered for employment:
- The applicant is not disqualified from serving as a peace officer;
 - The applicant has not been discharged, disciplined, or asked to resign from employment with a law enforcement agency for certain conduct; and
 - The applicant has not resigned from employment or otherwise separated from employment with a law enforcement agency while an investigation concerning certain alleged conduct was pending.

3.4.2. Signatures

Applications must be signed by the applicant. An electronic signature is acceptable.

3.5. Application Filing Periods

Recruitment announcements will specify the application filing period. Applications must be **received or** postmarked by the date specified. The filing period may end on a specific date and/or may allow acceptance of applications until a sufficient number of appropriately qualified applicants have applied. The **City of Fernley**, consulting with department management, will determine when sufficient applications have been received.

Application periods will end at the close of the business day or at the specific time stated on the recruitment announcement. A job announcement may be cancelled at any time and for any reason as determined by the **City of Fernley**.

3.6. Eligibility of Applicants

An applicant may be disqualified from further participation in the recruitment process and/or from placement on an eligible list by the **City of Fernley** for material reasons, including, but not limited to, those listed below:

1. The application does not indicate the applicant possesses the qualifications required for the position.
2. The application is not fully and/or truthfully completed.
3. The applicant has prior convictions that relate to the position for which s/he is being considered as a peace officer, firefighter, or a position which entails physical access to computer and/or equipment used to access the Nevada Criminal Justice Information System or the National Crime Information Center, as provided for in NRS 245, NRS 268, or NRS 269 as applicable.
4. The applicant has been discharged from or resigned in lieu of dismissal from any prior employment for any cause which would constitute a reason for dismissal from employment with the **City of Fernley**.
5. The applicant does not appear at the time and place designated for an examination or interview.
6. The applicant is a former employee of the **City of Fernley** who, absent a compelling reason, quit without notice.
7. Applicant's failure to possess a valid license, certificate, permit, etc. If a prospective applicant for a position cannot obtain the required license, certificate, permit, or occupational certification required for the job, s/he will not be given any further employment consideration. Any job offer, offer of promotion, or offer of transfer previously made will be withdrawn.
8. The applicant is a former employee whose performance evaluations indicated below acceptable performance and/or behavioral problems, such as insubordination, leave abuse, or excessive tardiness.

3.7. Limitation of Applicant Pool to Most Qualified

The **City of Fernley** may determine at any point in the recruitment process that only those applicants who are deemed most qualified for the vacancy being filled will continue to be considered.

3.8. Examination Process

3.8.1. Administration of Examinations

All examinations for employment, whether formal or informal, are conducted under the direction of the **City of Fernley**. Examinations shall be conducted when there is a need to establish an eligible list or in any circumstances the **City of Fernley** deems appropriate. The techniques used in the examination process shall be consistent, impartial, and practical, and relate to the qualifications and suitability of applicants to perform the job duties and responsibilities of the position.

3.8.2. Factors Evaluated

Examinations will be used to evaluate applicants' qualifications and suitability for the position. Factors evaluated through the examination process may include, but are not limited to, the knowledge, ability, skill, achievement, physical and mental fitness, and job-related competencies such as customer service skills.

3.8.3. Minimum Standards

In any examination, the **City of Fernley** may include qualifying and/or competitive components and may establish minimum standards or scores for each component and/or the examination as a whole.

3.9. Eligible Lists

The **City of Fernley** may maintain eligible lists consisting of the names of applicants eligible for hire based on the recruitment process. While generally used to fill a single position, eligible lists may be used to fill additional positions which occur within six months of the establishment of the list or until a published expiration date, whichever occurs first.

An applicant will be removed from an eligible list if the applicant submits a written request to be removed, or if the applicant fails to respond within an allotted time period to instructions regarding participation in an examination or selection interview mailed to the eligible applicant. An eligible applicant who refuses an offer of employment will be removed from an eligible list unless the specific circumstances of the refusal warrant otherwise as determined by the **City of Fernley**.

3.10. Referral of Applicants for Hire

When the hiring department requests that a vacancy be filled, the Human Resource Manager will provide the Department Head with the names of applicants from the appropriate eligible list. Any person on an appropriate reinstatement list shall be considered for appointment in accordance with the **City of Fernley** established layoff policy. If the **City of Fernley** decides to fill a vacancy by hiring from a promotional eligible list, such a list will be created with eligible applicants from the promotional list being referred to the hiring department for consideration. Eligible applicants will be referred for consideration on the basis of the results of competitive examination scores or, in the case of reinstatement lists, according to the **City of Fernley** layoff policy.

When an eligible list (except a reinstatement list) contains fewer than three eligible applicants willing to accept appointment, the **City of Fernley** may make an appointment from among such eligible applicants or may request the Human Resource Manager to provide a new list. When so requested, the Human Resource Manager will provide the **City of Fernley** with eligible applicants from another appropriate eligible list or, if no other list exists, conduct a new recruitment and establish a new eligible list.

3.11. Interviewing Applicants

Selecting the most appropriately qualified applicant for the position will reduce turnover, reduce the costs associated with training, and improve the effectiveness of the organization.

Once applications have been evaluated and a determination has been made regarding which applicants are selected for an interview versus those who will not be interviewed based on applicants' education, experience, and other job-related qualifications, all applicants should

be notified as to their status. The interviewing portion of the selection process is critical for determining which applicants are best qualified to do the job.

Prior to conducting an employment interview, managers should:

1. Review the job descriptions.
2. Create job-related questions to ask each applicant to help ensure consistency. Questions should be open-ended and job-related about past work experiences to identify skills and strengths.
3. Prepare an Applicant Interview Evaluation Form to measure strengths and weaknesses.
4. Convene an interview team of approximately three members who are representative of both genders and ethnically diverse.

Each applicant applying for the same position should be asked the same, job-related questions on the question guide and rated using the same evaluation form. The evaluation form will help the evaluator measure the extent to which each applicant possesses the necessary knowledge, skills, and abilities required for the position. Whenever necessary, follow-up questions should be asked to clarify the response of the applicant. Questions which are unlawful or on inappropriate subjects should be avoided. All interviewers should review, "Prohibited Topics: Questions Which Cannot Be Asked" and the "Potential Rating Errors and Problems" prior to the actual interview.

3.12. Selection

Employment decisions must be based solely on merit. Consistent with applicable federal, state, and local laws and regulations, employment decisions may not be influenced by any protected class membership **or the applicant's wage or salary history**. The **City of Fernley** will not request usernames and passwords for personal social media accounts. The hiring manager has ultimate responsibility for selection of the applicant for hire; however, s/he should take into consideration the input of the other members of the interview team. The hiring manager is responsible for ensuring the selected applicant meets the required level of education, experience, certification, license, etc. The hiring manager will document the basis of his/her decision to select a particular applicant, e.g., why s/he is the most qualified and the best fit for the position. The hiring manager should also document why other applicants were not selected; the Applicant Interview Evaluation Form is a good tool for this. The hiring manager will submit the documentation regarding the reasons the selected applicant was chosen and notify the Human Resource Manager of the selection.

In compliance with NRS 281.060(2), if all other qualifications of applicants are considered equal, the **City of Fernley** will give preference first, to honorably discharged military personnel who are citizens of the State of Nevada, and second to citizens of the State of Nevada.

3.13. Correction of Administrative Errors

If the **City of Fernley** should discover any administrative error regarding the process of filling a vacancy, the **City of Fernley** will correct the error at any time during the duration of the eligible list. No such correction shall affect an appointment.

3.14. Reference Checks

Acquiring and providing accurate employment references is an important component of acquiring, retaining, and providing relevant information concerning employees. Therefore, the **City of Fernley** is committed to adhering to the following procedure whenever conducting a reference check for an applicant for employment or when responding to inquiries from others for information regarding a current or former employee.

3.14.1. Acquiring References

Reference checks are conducted to assist the **City of Fernley** in assessing an applicant's fitness for employment with the **City of Fernley**. Only those employees designated by the City Manager may acquire employment references. Any authorized employee of the **City of Fernley** who attempts to acquire reference information on an applicant must comply with the following:

1. Obtain a **City of Fernley** employment application that is signed and dated by the applicant. The applicant must have completed all relevant sections of the application.
2. Obtain authorization from the applicant by means of his/her signature directly on the application and/or separate release form for the release of information from former **City of Fernley's**, military, educational institutions, other institutions, personal references, and other individuals listed on the application. Authorization for release of such information by the applicant shall include a release from liability of any company, institution, or individual providing such information. If an applicant refuses to sign such a release, s/he will be eliminated from further consideration for employment with the **City of Fernley**.
3. Inform the applicant that the **City of Fernley** will conduct a reference check and that evaluating the applicant's suitability for employment includes contacting employment and other references, educational institutions, and personal and professional associates to verify information provided.
4. Develop questions that are related to the essential functions of the position and are non-discriminatory. Questions related to an applicant's training, knowledge, skills, production, timeliness, quality of work, and ability to work with others are examples of appropriate inquiries. Discriminatory or non-work-related questions such as family or marital status, disabilities, age, and related areas are not appropriate.
5. Identify the appropriate individual(s) to question regarding the applicant's work performance, knowledge, skills, and abilities related to the essential functions of the position.
6. Adequately document the conversation and record refusals to provide information.

7. Maintain strict confidentiality of all reference information. Only employees, supervisors, or management officials of the **City of Fernley** who have a demonstrable work-related need-to-know should be accorded access to such information.

Note: For safety-sensitive positions as defined by 49 CFR Part 382 and U.S. Department of Transportation regulations, the **City of Fernley** shall obtain, pursuant to an applicant's written consent, information on his/her alcohol tests and/or verified positive controlled substance test results, and refusals to be tested within the preceding two years from date of application which are maintained by the previous employers.

3.14.2. Providing References

All requests for employment information shall be referred to the Human Resource Manager. Only those personnel designated by the **City of Fernley** are authorized to release employment information to third parties.

The **City of Fernley** has a neutral reference policy as well as a confidential information policy. Only the following personnel information and employment records that the **City of Fernley** maintains concerning current and former employees shall be provided upon request:

- Name
- Class/Job Title
- Dates of Employment
- Salary
- Information regarding an employee terminated for violent actions in the workplace or who may have demonstrated dangerous behavior in the workplace will be provided only after consultation with **City of Fernley** legal counsel.
- Employment information and documented incidents regarding the character, honesty, and potential for violence of the **City of Fernley** employees may be provided to governmental employers, including, but not limited to, any federal, state, county, municipality or city employers, or any other private (non-governmental) **City of Fernley** where the employee's character, honesty, sexual misconduct, and potential for violence are relevant issues. Examples include, but are not limited to, jobs which involve public safety, entrustment for the care or safety of children, the elderly or health care patients, or positions having access to money and/or valuables. Information in this section may be provided after consultation with **City of Fernley** legal counsel.

In addition, employers will:

- Provide information requested by public safety agencies in accordance with NRS 239B.
- Provide information requested by public schools, private schools, charter schools, university schools for profoundly gifted pupils, and/or contractors or agents who work at schools in this state in accordance with Nevada law.
- Make available to subsequent employers upon receipt of written request from the employee or former employee, records which are required for employees in safety-sensitive positions, as defined in 49 CFR Part 382 and U.S. Department of Transportation regulations.

In accordance with NRS 239.012, a public officer or employees who act in good faith in disclosing or refusing to disclose information, and his/her **City of Fernley** are immune from liability for damages, either to the requester or to the person whom the information concerns.

3.15. Background Checks

The **City of Fernley** desires to maintain a productive, efficient, effective, healthy, and safe work environment and, as a result, will conduct pre-employment background checks of applicants, and current employees as necessary.* Background checks may include verification of employment, educational background, criminal/court history records check; credit report check; military records check; drug test for safety sensitive positions; character references, and other publicly available information deemed to be job related. In addition, if the position requires driving a vehicle, a Department of Motor Vehicles (DMV) search may be conducted. If the position involves contact with minors or with any persons having diminished capacity to care for themselves, a search of government sex offender registries may be conducted. If the position requires licensing or certification, the institution and/or licensing authority may be contacted to verify possession of education, licenses, and/or certificates.

Unless, pursuant to a specific provision of state or federal law, the criminal history of an applicant for employment may be considered only after the earlier of:

- The final interview conducted in person; or
- A conditional offer of employment has been made.

This provision does not apply to an applicant for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System,

or other positions exempted by State or Federal law.

**NRS 179A requires organization which provide care or placement services to children, elderly persons with disabilities to conduct background checks through the Central Repository for Nevada Records of Criminal History to determine fitness of employees, volunteers, and persons applying to be an employee or volunteer who have supervised or unsupervised access to children, elderly persons, or persons with disabilities.*

3.15.1. Consumer Reporting Agencies Reports

The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to: credit reports, criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories. These reports or checks are also called “consumer reports.” The information contained in these reports may be obtained by a consumer reporting agency from public record sources or through personal interviews with the applicant’s or employee’s coworkers, neighbors, friends, associates, current or former employers, or other personal acquaintances. These are sometimes referred to as “investigative consumer reports.” Any information

contained in such reports may be taken into consideration in evaluating an applicant's or employee's suitability for employment, promotion, reassignment, or retention.

3.15.2. Consumer Reporting Agencies Requirements

Employer utilizes the services of a consumer reporting agency to conduct background checks and will comply with the fair Credit Reporting Act (FCRA) (15 U.S.C. 1681 et. Seq.)

3.16. Offers of Employment

3.16.1. Policy

The following provisions apply to all applicants *except* for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System, **or other positions exempted by State or Federal law.**

Unless, pursuant to a specific provision of state or federal law, the criminal history of an applicant for employment may be considered only after the earlier of:

- The final interview conducted in person; or
 - A conditional offer of employment has been made.
8. The **City of Fernley** may, before selecting an applicant as a finalist for a position or extending to an applicant a conditional offer of employment, notify the applicant of any provision of state or federal law that disqualifies a person with a particular criminal history from employment in a particular position.
 9. The **City of Fernley** may decline to make an offer of employment or rescind a conditional offer of employment extended to an otherwise qualified applicant who has criminal charges pending against him/her that were filed within the previous six months or has been convicted of a criminal offense only after considering:
 - Whether any criminal offense committed by the applicant directly relates to the responsibilities of the position for which the applicant has applied;
 - The nature and severity of each criminal offense committed by the applicant;
 - The age of the applicant at the time of the commission of each criminal offense;
 - The period between the commission of each criminal offense and the date of the application for employment; and
 - Any information or documentation demonstrating the applicant's rehabilitation.
 10. The **City of Fernley** shall not consider any of the following criminal records in connection with an application for employment:
 - An arrest of the applicant which did not result in a conviction;
 - A record of conviction which was dismissed, expunged or sealed; or
 - An infraction or misdemeanor for which a sentence of imprisonment in a county jail was not imposed.

11. If the criminal history of an applicant is used as a basis for rejecting an applicant or rescinding a conditional offer of employment, such rejection or rescission of a conditional offer of employment must:

- Be made in writing;
- Include a statement indicating that the criminal history of the applicant was the basis for the rejection or rescission of the offer; and
- Provide an opportunity for the applicant to discuss the basis for the rejection or rescission of the offer with the director of human resources or a person designated by the director.

3.16.2. Job Offer Letters

1. The following procedures apply to *all applicants* except an applicant for a position that is a peace officer, firefighter, or has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System (the provisions outlined in *Job Offer Letters, Pre-Employment Drug Screening for Safety-Sensitive Positions, and Other Conditions* are applicable).

- a. After an applicant has been selected for employment or promotion, the Human Resource Manager will notify the City Manager who will extend (when applicable), the following:
 - A “conditional offer of employment pending background check” if criminal background checks are required.
 - A “bona fide conditional offer letter” (if medical exam is required); this letter will condition the offer on passing medical examinations.
 - A “formal job offer letter” once all applicable criminal and medical checks and exams have been passed; this letter will include the terms and conditions of employment.
- b. Prior to selecting the applicant as a finalist or extending letters, the Human Resource Manager may:
 - Contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made but must state that only a notification in writing can be considered an official job offer.
 - Notify the applicant of any provision of state or federal law that disqualifies a person with a particular criminal history from employment in a particular position.

Note: All non-medical background checks must be completed before applicant is subject to medical exams.

2. The following procedures apply to an applicant for a position that is a peace officer or firefighter.

- After an applicant has been selected for employment or promotion, the Human Resource Manager will notify the department manager who will extend (when applicable), a “formal job offer letter” once all applicable criminal and medical checks

and exams have been passed; this letter will include the terms and conditions of employment.

- Prior to selecting the applicant as a finalist or extending letters, the department manager may:
- Contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made but must state that only a notification in writing can be considered an official job offer.
- Notify the applicant of any provision of state or federal law that disqualifies a person with a particular criminal history from employment in a particular position.

***Note:** The provisions of NAC 289.110 apply for an applicant for a position of peace officers.*

3. The following procedures apply to an applicant for a position that has physical access to a computer or other equipment used for access to the Nevada Criminal Justice Information System or the National Crime Information System, or other positions exempted by state or federal law.
 - After an applicant has been selected for employment or promotion, the department manager will notify the Human Resources Manager who will extend (when applicable), the following:
 - A “notification of background check” if non-medical checks are required (i.e., background, criminal, DMV, consumer reporting, drug test).
 - A “bona fide conditional offer letter” (if medical exam is required). Once non-medical checks and tests have been successfully passed, this letter will condition the offer on passing required medical examinations.
 - A “formal job offer letter” once all applicable non-medical and medical checks and exams have been passed; this letter will include the terms and conditions of employment.
 - Prior to notifications/letters being extended, the department manager may contact the applicant by telephone to determine whether there is continued interest in employment and to indicate that a request to hire has been made, but must state that only a notification in writing can be considered an official job offer.

***Note:** All non-medical checks must be completed before applicant is subject to medical exams.*

3.16.3. Pre-Employment Drug Screening for Safety-Sensitive Positions

1. The **City of Fernley** may require successful applicants for safety-sensitive positions to consent to a pre-employment screen test for drugs/prohibited substances. The **City of Fernley** will advise the applicant that the presence of one or more drug metabolites may be cause for rejection from further consideration for employment, and that offers of employment are contingent upon a negative test result. The applicant may be asked to authorize the **City of Fernley**, as a condition of employment, to conduct through the **City of Fernley** designated laboratory testing facility, a screen test for drugs/prohibited

substances. Refusal to authorize and participate in a screen test shall eliminate the applicant from further consideration for the position.

2. The **City of Fernley** may direct applicants to an appropriate collection facility. The screen test must be undertaken as soon after notification as possible, and in no circumstances later than 48 hours after notice to the applicant.
3. The **City of Fernley** will advise applicants of the opportunity to submit medical documentation to support a legitimate use for a specific drug. Such information will be reviewed only by medical consultants determining whether the applicant is lawfully using an otherwise illegal drug or prohibited substances.
4. The **City of Fernley** will not extend a formal job offer letter to any applicant with a verified positive test result, and such applicant will not be considered for any vacancy of the **City of Fernley** for a period of 12 months. The **City of Fernley** shall disqualify the applicant on the basis of failure to pass the applicable test(s).

3.16.4. Other Conditions

1. All offers of initial employment are conditioned upon the applicant furnishing satisfactory evidence of identity and legal authority to work in the United States. Each applicant must attest to his/her identity and legal authority to work in the United States in accordance with the applicable federal statute by completing and signing INS Form I-9 (Employment Eligibility Verification).
2. The hiring supervisor or manager will notify all unsuccessful applicants that they have not been selected, either verbally or in writing. The hiring supervisor will document any verbal notification.
3. Employees required to report the abuse or neglect of a child must be provided notice, in writing or electronically, of their duty as a mandatory reporter. The employee must sign acknowledgement of this notice which is to be filed in employee's personnel file (This requirement is not necessary if the employee is licensed, certified, or endorsed by a board in the state).

3.17. Orientation

The **City of Fernley** recognizes that an appropriate and timely orientation program can aid the assimilation of new staff members. The hiring supervisor or manager will be responsible for the orientation of each new employee. Orientation may include, but is not limited to, a review of the organization and services of the **City of Fernley**, work rules, standards of performance, and personnel policies and procedures including the policies relating to fair employment practices, prohibited conduct/behavior, workplace violence, alcohol and drug abuse, and workplace safety. Additionally, the supervisor or manager will ensure that the new employee:

- Has completed all new hire paperwork including payroll and benefit forms;
- Will receive or be provided access to the **City of Fernley** personnel policies;
- Has been introduced to other employees; and
- Has had the opportunity to have questions addressed.

3.18. Introductory Period

All new and rehired employees, except elected officials, casual, temporary, or seasonal employees, and those identified as “at-will,” will serve a one-year introductory period beginning with the day the employee initially reports for work. Current employees who are promoted or transferred will also be required to serve a 30-day introductory period. During this introductory period, the employee and the **City of Fernley** have the opportunity to evaluate one another and determine whether the employment relationship should be continued. At its sole discretion, the **City of Fernley** may extend this introductory period up to 90 days when the **City of Fernley** has had insufficient opportunity to assess the employee’s ability to perform the job functions or such extension is determined appropriate. During the introductory period, the employment relationship is at-will and can be terminated by the employee or by the **City of Fernley** at any time during the introductory period or during the extension of the introductory period, with or without cause or advance notice.

Unless otherwise provided in an applicable bargaining agreement, for law enforcement personnel, the introductory period is established as one year, with the extension period also established as one year. This introductory period may be prorated for employees working employment less than full-time.

The supervisor will conduct performance evaluations as outlined in *Performance Management* section of this policy manual, to ascertain the advisability of continued employment.

3.19. Failure to Appear for Work

If a selected applicant fails to report for work within the time period prescribed by the **City of Fernley**, that applicant may be deemed to have declined the position and be removed from the eligible list.

3.20. Transfers

An employee must be employed with the City of Fernley for a minimum of one (1) year to be eligible for a transfer. A transfer is a lateral move to a job in the same pay range as the employee’s present position for which the employee meets the minimum education and/or experience requirement.

3.20.1. Employee-Requested Transfer

If the transfer is to another department, the employee may make his/her interest known by submitting a transfer form or contacting the hiring supervisor or manager, who will consider the transfer request by conducting discussions with the employee and appropriate supervisors or managers with knowledge of the employee’s job performance. The hiring supervisor will also consider the employee’s past performance, qualifications, abilities, and job experience as key factors in evaluating transfer requests. Approval of the transfer is at the sole discretion of the **City of Fernley**.

3.20.2. Agency-Directed Transfer

A Department Head may, after giving ten working days' notice, transfer an employee to another position in the same class or a comparable class for the purpose of providing continued services to the citizens of the **City of Fernley** or other appropriate cause. A transfer pursuant to this section must not be made to harass or discipline an employee. A regular employee who is required to transfer to a geographical location more than 30 miles from their current work location, and who declines the transfer, has layoff rights as provided in the Layoffs policy.

3.21. Promotions

The **City of Fernley** encourages employees to apply for promotional opportunities for which they are qualified. An employee must be employed with the **City of Fernley** for a minimum of one (1) year to be eligible for a promotional opportunity outside of the current division. An employee may apply for a promotional opportunity within the division in which they are employed, should a vacancy arise, once they have had a satisfactory 90-day review. Promotions will be based on the ability, qualifications, and potential of all applicants for the positions. Employees interested in announced positions must follow the application instructions outlined in the job announcement.

3.22. Rehire

Regular employees, or employees serving an introductory period following promotion who subsequently resign, may be rehired without undergoing any recruitment within two years of the effective date of their resignation. The rehire must be to a position in the same class or a class comparable to the one in which the employee formerly served as a regular employee.

The decision to rehire shall be at the complete discretion of the **City of Fernley** and no former employee shall have any right to or expectation of such rehire. Background and reference checks applicable to the position will be conducted for all rehires who resigned more than six months prior to being considered for rehire.

Upon rehire, the employee shall be required to successfully complete an introductory period. No credit for former employment shall be granted in determining eligibility for leave or other benefits.

Note: Limitations exist for rehiring retired public employees (NRS 286.523).

3.23. Casual/Temporary/Seasonal Employment

3.23.1. Purpose

Because some of the **City of Fernley's** work is indefinite and/or irregular with regard to schedule and duration, the **City of Fernley** may need to employ casual/temporary/seasonal workers at all levels of responsibility from time to time on an as-needed basis or to work for limited periods of time at the discretion of the **City of Fernley**.

3.23.2. Authorization to Hire Casual/Temporary/Seasonal Workers

In general, a casual/temporary/seasonal worker may be hired for work which will require fewer than 20 hours per week or fewer than 120 consecutive working days to complete, if the **City of Fernley** has appropriated sufficient funds in the budget to pay the worker. Work requiring more hours to complete will usually require the establishment of a regular position. The **City of Fernley** will not hire casual/temporary/seasonal workers to avoid establishing a regular position when the work to be performed is ongoing. However, the **City of Fernley** may, from time to time, find that its best interests are served by assigning work to a casual/temporary/seasonal worker for longer than 120 days or more than 20 hours per week.

3.23.3. Duration of Casual/Temporary/Seasonal Employment

A casual/temporary/seasonal worker has no right to or expectation of continued employment or any property right regarding employment. A casual/temporary/seasonal worker may be terminated at any time, with or without cause, with or without notice, and shall have no right to appeal.

3.23.4. Employment in a Regular Position

The **City of Fernley** may hire a casual/temporary/seasonal worker into a regular position only after the applicant has been found to be qualified as a result of completing an authorized recruitment and selection process for that position. The employee's service date will be determined according to the date of hire in the regular position with no credit given toward completion of an introductory period or the accrual of benefits for the time an employee was hired for casual/temporary/seasonal work. A casual/temporary seasonal worker who is hired into a regular position must complete the applicable introductory period after starting as a permanent employee.

3.24. License/Occupational Certification

3.24.1. Purpose

The **City of Fernley** mandates that, if required by the current job, all employees obtain and maintain a valid license, certificate, permit, or other occupational certification issued by the state, county, city, or other applicable authority.

3.24.2. Employee Responsibilities

1. All employees who must possess a valid license, including a driver's license, certificate, permit, or other occupational certification as required by their position, must adhere to the provisions of NRS 425 including those provisions relating to paternity determination and child support.
2. In the event the employee receives notice of revocation or non-renewal of a license, certificate, permit, or occupational certification as a result of a violation of NRS 425, s/he shall immediately notify his/her supervisor. The employee shall not perform any task for which the license, certificate, permit, or other occupational certification is required after

the license, certificate, permit, or occupational certification has been non-renewed or revoked. By statute, the employee has 30 days to satisfy one of the items listed below:

- Comply with the court order, subpoena, or warrant;
- Satisfy any arrears payments due; or
- Submit to the District Attorney or other public agency a written request for a hearing.

Failure to satisfy one of the above items will result in the license, certificate, permit, or occupational certification being revoked or suspended by the issuing agency.

If the employee has been notified and does not satisfy any noted deficiency within 30 days from receipt of notice, his/her renewal license, certificate, permit, or occupational certification, by statute, will not be approved and will be revoked or suspended by the issuing agency. This action will remain in effect until s/he satisfies the deficiency. If the District Attorney schedules a hearing to review the case, the employee's license, certificate, permit, or other occupational certification will remain valid pending the results of the hearing.

3. In the event the employee does not have a valid license, certificate, permit, or occupational certification, s/he does not meet the job requirements. Failure to meet the job requirements will result in termination.

3.24.3. Applicant's Failure to Possess a Valid License, Certificate, Permit, etc.

If a prospective applicant for a position cannot obtain the required license, certificate, permit, or occupational certification required for the job, s/he will not be given any further employment consideration. Any job offers, offer of promotion, or offer of transfer previously made will be withdrawn.

3.24.4. Driving Records

The **City of Fernley** may conduct a review of driver's license records annually for those employees required to drive as a part of their duties.

3.25. Volunteer Program

3.25.1. Purpose

The **City of Fernley** recognizes that there are benefits to members of the community to become involved in the delivery of the **City of Fernley's** programs and services on a volunteer basis. Individuals have an interest in assisting public agencies by applying their knowledge, skills, and experience to a worthwhile endeavor. Also, the community and the **City of Fernley** receive enhanced services because of the individual's specialized skills and commitment. Using volunteers is a true win-win situation for those willing to volunteer for the **City of Fernley** and for the community.

3.25.2. Scope

This policy covers the essential elements of an effective volunteer program which is compliant with applicable state and federal regulations pertaining to the **City of Fernley's** volunteers. As this policy is broad in scope, individual departments should establish

additional specific requirements consistent with this policy to guide the use of volunteers within the specific program areas.

3.25.3. Planning

Prior to implementing a volunteer program, a department will develop a plan for utilizing volunteers.

1. The plan may include:
 - Job assignment descriptions for each volunteer.
 - A statement describing how and by whom volunteers are overseen.
2. The plan must include:
 - A needs assessment and a statement outlining how volunteers will be used to meet these needs;
 - A budget for any personnel costs, operating costs, and direct and indirect costs.

3.25.4. Recruiting, Screening, Interviewing, and Selecting Volunteers

As with employees, the **City of Fernley** ability to meet its goals and objectives is directly related to the skill and ability of volunteers selected. Criteria for selecting volunteers will be developed in the same manner as used for selecting new employees.

The **City of Fernley** prohibits discrimination, harassment, or retaliation directed at volunteers on the basis of any protected class membership.

The recruitment, screening, and interviewing process should be planned and sufficiently thorough to result in selecting the best volunteer possible for departmental needs.

Volunteer applicants engaged in activities for the **City of Fernley** shall complete the **City of Fernley's** volunteer application, including an acknowledgment that the function to be performed is not a paid position and the person is truly volunteering his/her services.

The **City of Fernley** will promptly address problems associated with the volunteer's performance or behavior. However, if problems cannot be corrected, the services of the volunteer may be discontinued.

Specific requirements that apply to employees in certain occupations such as fingerprinting, detailed background checks*, and screening for drug use apply to volunteers performing similar occupations.

NRS 179A requires organizations which provide care or care placement service to children, elderly persons, or persons with disabilities to conduct background checks through the Central Repository for Nevada Records of Criminal History to determine fitness of employees, volunteers, and persons applying to be an employee or volunteer who have supervised or unsupervised access to children, elderly persons, or persons with disabilities.

3.25.5. Managing Volunteers

1. Volunteers must be covered by the **City of Fernley's** workers' compensation policy per NRS 616A.130. Volunteers shall receive appropriate oversight for the functions

- performed including an orientation to the **City of Fernley's** policies and procedures, departmental operating procedures, safety practices, and other relevant information.
2. Day-to-day oversight of volunteers shall be conducted as with employees. Adequate equipment and supplies, as well as a safe working environment, will be provided for volunteers.
 3. The **City of Fernley** will maintain detailed and accurate records of volunteer activities including a roster of active volunteers. The date, time, and duration of each volunteer activity session must be recorded, along with the work performed. The **City of Fernley** will remove volunteers from the roster whenever volunteers are inactive for more than 30 days.
 4. Volunteers may be reimbursed for expenses incurred. In addition, the **City of Fernley** may provide limited and reasonable benefits and/or nominal remuneration to volunteers. The benefits provided cannot be in an amount or of a type that implies that the volunteer is being paid a wage or salary for time spent as a volunteer, or for the quantity or quality of the work performed. All such benefits must be approved, in advance, by the City Manager.
 5. Annual performance evaluations may also be completed on volunteers.
 6. Volunteers serve at the pleasure of the **City of Fernley** and are subject to dismissal at any time with or without cause.

3.26. Related Forms

- Adverse Action Notice
- Applicant Interview Evaluation Form
- Authorization to Conduct Employment Investigations
- Bona Fide Conditional Offer Letter
- Conditional Offer of Employment Pending Background Checks
- Disclosure to Employee or Applicant of Request for Third Party Investigative Report
- Employment Application
- Formal Job Offer Letter
- New Employee Orientation Checklist
- Notice and Authorization for Requesting Consumer and Investigative Consumer Reports
- Notification of Background Check
- Potential Rating Errors and Problems
- Prohibited Topics "Questions Which Cannot Be Asked"
- Pre-Adverse Action Notice
- Reference Check Data Collection Form
- Reference Check Data Collection Form for Public Safety Agencies
- Summary of Your Rights Under the Fair Credit Reporting Act
- Transfer/Reassignment Request Form
- Volunteer-Related Forms
- Authorization to Conduct Volunteer Investigations
- Volunteer Application Form

- Volunteer Agreement, Consents and Releases, and Conditions

4. POSITION CLASSIFICATION PLAN

4.1. Policy

4.1.1. Purpose

The **City of Fernley** will develop and maintain a classification plan for all positions. Classification plans categorize positions into similar duties, qualifications, and responsibilities called “classes.” Each class is defined in a class specification/job description form. The class specification/job description will include: title; definition and/or distinguishing characteristics; essential functions; qualifications for employment including knowledge, skills, ability, experience and/or training required to perform the job; physical and mental requirements and working conditions; and Fair Labor Standards Act (FLSA) status – exempt/non-exempt.

4.1.2. Classification

1. Each position shall be classified consistent with this policy and in accordance with the nature and relative complexity of the essential functions, responsibilities, and authority of the position. Classification of a position shall be effective when approved by City Council.
2. Positions will be allocated to the same class when the following conditions exist:
 - The same descriptive title may be used to designate the positions;
 - Substantially the same level of education, experience, knowledge, skills, ability, and other qualifications are required to perform the duties/essential functions;
 - Similar tests may be used to select employees for the positions;
 - All applicants offered employment in the class are subject to the same type of medical exam(s), if any; and
 - The same level of compensation is appropriate for the positions.
3. Classes will be allocated to a pay grade based on comparison to other **City of Fernley** classes and salaries paid by comparable employers for comparable work.

4.1.3. Maintenance and Revision

The **City of Fernley** will periodically review the classification plan and recommend to the City Council the revision, addition, or abolishment of classes.

4.1.4. New Positions

When a new position is to be created, the City Manager will recommend to the City Council an appropriate class for the new position. When preparing a request for a new position, the requesting party shall consult the Human Resource Manager to determine the appropriate classification for the duties to be assigned to the new position.

4.1.5. Reclassification

1. When a department manager believes the duties/essential functions of a position have changed to the extent they no longer fit within the current class, the duties/essential

functions will be reviewed and, if appropriate, the position reclassified to the appropriate class. Reclassification will not be undertaken as a substitute for discipline or hiring practices, nor to effect a change in salary in the absence of a significant change in assigned duties/essential functions and responsibilities.

2. Reclassification must be confirmed by City Council.
3. A change in a position's classification does not constitute the sole basis for determining whether the employee in a position will also be assigned to the new position.
4. The decision as to reclassification of a position shall be made by the City Manager with the concurrence of the City Council. The decision to place the current employee in the new class shall be based upon the qualifications and job performance of the employee. The employee will be assigned to the class whenever a position is reallocated to a higher-level class and the employee has satisfied the following requirements:
 - Completes the introductory period for the position as previously allocated;
 - Demonstrates acceptable or better job performance; and
 - Possesses the knowledge, skills, and ability required for the higher class.
5. Whenever a position is reclassified to a lower-level class, the **current** employee will be placed in the lower-level class.

4.1.6. Reallocation

A class may be reallocated to a higher pay grade or to a lower pay grade based on a change in duties/essential functions and responsibilities for all positions in the class or based upon salaries paid by other comparable employers for comparable work.

4.2. Procedure

4.2.1. Requests for Classification/**Reallocation** Review

1. Submission Process

Requests for classification/**reallocation** review are made by the employee to the Department Head who will submit a request for classification review to the Human Resource Manager who will review the request and, if appropriate, send it with a written memorandum explaining the reasons the request meets the criteria for a classification/**reallocation** study to the City Manager. At a minimum, the request shall include the specific duty and responsibility changes, and a verification that the changes are to be permanent. The City Manager will review the request and indicate if the request meets the required criteria and whether or not a study will be conducted.

An employee may request the classification/**reallocation** review be forwarded to the Human Resource Manager even if the Department Head does not concur. The employee will notify the Department Head in writing s/he wants the Human Resource Manager to review the denied request. The reasons for disagreeing with the employee's request shall accompany any request forwarded to the Human Resource Manager.

2. Criteria for Determining the Need for Classification/**Reallocation** Review

The City Manager may authorize a classification/**reallocation** review when, in his/her judgment, permanent and substantial changes in the duties assigned to a position have occurred. The new duties must be clearly defined and assigned before a review is begun.

The Human Resource Manager may include in any classification/**reallocation** review any positions which are in the same work unit, have related duties, or are in the same class series as the position for which classification/**reallocation** review is requested.

4.2.2. Effective Date

1. *Reclassification/Reallocation:* The effective date of a reclassification or a class reallocation shall be the first day of the pay period following the **City of Fernley** approval of the action. If the position is reclassified or reallocated upward, at the same level, or at a lower level, or an employee accepts a transfer, the anniversary date will remain unchanged.
2. *Working Out of Class:* At the discretion of the **City of Fernley**, out-of-class pay may be paid back to the date on which a formal reclassification request was made if the reclassification is subsequently approved.

4.3. Related Forms: NONE

5. COMPENSATION PLAN

5.1. Pay Periods and Paydays

Employees are paid biweekly on Friday. If a payday falls on a holiday, employees are paid on the preceding workday.

5.2. Workweek Defined

The workweek begins at 12:01 a.m. on Saturday ends seven days (168 hours) later at midnight on the next Friday.

5.3. Work Time

5.3.1. Attendance

Employees are expected to be available and ready for work at the beginning of their assigned shifts and at the end of their scheduled rest and meal periods. Required preparation for rest and meal periods, as well as the end of the workday, is considered work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

5.3.2. Work Schedules

The supervisor or manager shall schedule work hours according to the needs of the **City of Fernley**.

1. Employees working a five-day, 40-hour week (designated 5/40) shall work eight hours per day for five days in any workweek and shall receive two days off.
2. Employees working a four-day, 40-hour week (designated 4/40) shall work 10 hours per day for four days in any workweek and shall receive three days off.
3. ~~Employees working a five-day, 35-hour workweek (designated 5/35) shall work seven hours per day for five days in any workweek and shall receive two days off.~~
3. **Other mutually agreed upon 40-hour workweek schedule.**

5.3.3. Rest Periods

Employees will be granted one 10-minute break or rest period during each work period of four or more hours. Employees may not take rest periods at the beginning or at the end of the work period. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods.

5.3.4. Meal Periods

Employees who work six or more hours in a workday are allowed an uninterrupted, unpaid meal period of 30 minutes or longer at or about mid-point of their workday. Supervisors or managers will be responsible to ensure that wherever and whenever possible, employees will be permitted the meal period uninterrupted by work-related duties. If an employee's meal period is interrupted by a work-related matter, the employee will be paid for the meal period.

5.3.5. Work Assignments

Work should be scheduled in a manner which allows employees rest periods and meal periods. Rest and meal periods shall be scheduled in a manner which allows maximum public access to the **City of Fernley** services. The **City of Fernley** may adjust rest and meal periods from time to time to meet the needs of individual employees and/or to respond to changes in department workload. Nothing herein should be considered to limit or restrict the authority of the **City of Fernley** to make temporary assignments to different or additional locations, shifts, hours of work, or duties as needed to meet the **City of Fernley** needs or to respond to unforeseen or emergency situations.

5.4. Time Reporting

5.4.1. Purpose of Time Reporting

Recording of hours worked and/or leave time taken by employees is necessary to provide an accurate basis for preparing paychecks, to assure compliance with federal and state laws, and to maintain an effective and efficient cost accounting system. (For payroll purposes, the Fair Labor Standards Act (FLSA) requires non-exempt employees report all time spent performing work.)

5.4.2. Hours Worked

Non-exempt employees will be paid for all hours worked. Hours worked include, but are not limited to:

1. Time worked before or after the normally assigned shift, or any other irregular hours, even if the employee volunteers his/her time. Periods of six minutes or less are not considered overtime unless they occur regularly. * (This provision does not apply to employees who are performing volunteer work which is unrelated to their normal job functions.)
2. Rest periods of 20 minutes or less.
3. Travel time that occurs during an employee's normally scheduled work hours, including regular days off and holidays.
4. Except as provided below, hours spent at lectures, meetings, and training activities, unless attendance is completely voluntary, outside of normal work hours, not job-related, and no other work is performed.

Employees will not be compensated for the time spent under the following conditions:

- Voluntary attendance, outside of work hours, at an independent school, college, trade school, or similar training offered by the employer at the employee's own initiative even if the courses are related to the employee's current job or paid for by the **City of Fernley**.
 - Training outside of regular work hours required by law for certification for public-sector employees.
5. Hours spent serving as volunteer ambulance, fire, or law enforcement personnel for an emergency response during normally scheduled work hours.

5.4.3. Position Designations - Exempt or Non-Exempt

All positions are designated as “exempt” or “non-exempt” according to federal and state laws and regulations. For cost accounting and billing purposes, the **City of Fernley** requires exempt employees in certain positions, regardless of exempt or non-exempt status, to account for hours worked.

5.4.4. Responsibility for Exempt or Non-Exempt Designation

The Human Resource Manager will examine and evaluate position descriptions and duties performed for all positions to determine the designation of the position as exempt or non-exempt. Departments will notify the Human Resource Manager when the duties of a position have substantially changed in order to ensure an accurate designation.

5.4.5. Responsibility for Time Reporting

Employees are responsible for accurately completing their own timesheets. Supervisors shall not alter or adjust the hours that an employee reports on his/her timesheet. If the supervisor believes the employee has completed his/her timesheet in error, the supervisor shall discuss the issue with the employee.

All non-exempt employees will record all hours worked and all leave time taken, whether paid or unpaid, and the type of leave taken (e.g., sick leave, annual leave, compensatory time) on the timesheet.

All exempt employees will record all hours worked and all leave time taken whether paid or unpaid, and type of leave taken (e.g., sick leave, annual leave) on the timesheet.

~~All exempt employees in positions which require an accounting of hours worked will enter their hours worked for each project.~~

5.5. Overtime

5.5.1. Non-Exempt Employees

1. Except as provided below, employees in positions designated as “non-exempt” will be eligible for overtime compensation as follows:
 - a. Employees whose normal work schedule is eight hours a day, **but not more than ten hours in a day**, will receive overtime compensation for hours worked in excess of **40 hours in the workweek**.
 - b. Employees whose normal work schedule is between eight and ten hours in a day will receive overtime compensation for hours worked in excess of their normal daily work schedule.
 - c. Employees who request and are approved for a variable workday as provided in NRS 281.100 (3)(b)(2) will receive overtime compensation for hours worked in excess of 40 hours in the workweek.
 - d. Employees whose hours are established by collective bargaining agreement will receive overtime accordingly.

2. All overtime hours must be specifically authorized in advance by the employee's supervisor/manager. Overtime will be compensated at time and one half the employee's regular rate of pay. An employee's regular rate includes all payments made by the **City of Fernley** to the employee. Examples of payments to be included are on-call pay, shift differential, hazard duty pay, and longevity pay. Paid overtime will be included in the same paycheck covering the pay period in which the overtime was earned unless the correct overtime amount cannot be determined until after the regular pay period. Employees who earn overtime may, with the approval of the Department Head, elect to receive compensatory time off in lieu of overtime pay.

Requests for compensatory time off in lieu of overtime must be made in writing and, once approved, will be placed in the employee's payroll file. Compensatory time will be earned at the rate of one and one-half hours off for each overtime hour worked. Employees who elect compensatory time off may accrue up to 40 hours. When an employee has exceeded the maximum number of hours specified, the excess hours will be paid out as overtime.

3. Should an employee bid to a new position, the City of Fernley may pay an employee for compensatory time earned and not used, or schedule use at its discretion.
4. Upon mutual agreement between the employee and the supervisor, an employee may work additional time during the same work week and take off the same time during the regular workday; however, if the employee does not take the time off during the same work week, then overtime shall be paid. Paid overtime will be included in the same paycheck covering the pay period in which the overtime was earned. If there is an omission of overtime on the timesheet, then the employee must report the omission by the following timesheet.
5. In cases of emergencies or safety issues, an employee will be expected to address the concern and overtime will not need advanced approval, however the employee must notify the supervisor as soon as reasonably possible.
6. Time paid but not worked, including sick leave, holidays, compensatory time off, and annual leave, does not count toward hours worked for the purpose of computing overtime hours.
7. If a non-exempt employee feels s/he has been improperly paid for overtime under the FLSA or state law, it is the responsibility of the employee to seek correction by reporting any error to the Human Resource Manager. An investigation will be conducted on a timely basis and **City of Fernley** will act to correct any errors as soon as practicable.

5.5.2. Callback, Call Out, Call In and scheduled overtime defined:

1. **Callback** overtime is defined as overtime worked as a result of an emergency and called to return to duty within 12 hours after one's regular working hours. Such callback shall be PERS compensable as defined in NRS Chapter 286.

"Emergency" means a sudden, unexpected occurrence that involves clear and imminent danger and requires immediate action to prevent or mitigate the endangerment of lives, health, or property. Such an emergency must be declared by the governing body or chief administrative officer of the public agency.

2. **Call Out** pay is defined as compensation earned for returning to duty after the employee has completed his/her regular shift and is officially ordered to report to work by the Department Head or designee with less than 12 hours' notice to respond, or more than 1 hour after his/her regularly scheduled work, except for any employee who is (1) not required to leave the premises where he/she is residing or located at the time of notification in order to respond, or (2) called back to work if the work begins 1 hour or less before or after his/her scheduled work shift.
3. **Call In** pay is defined as overtime worked by an employee who is on paid standby duty.
4. Scheduled overtime is defined as work outside of, and in addition to, an employee's regularly scheduled workday, which is scheduled more than 12 hours before the start of the scheduled workday or overtime which is scheduled during the employees scheduled workday.
5. Call Out, Call In, and scheduled overtime are not compensation subject to Nevada PERS.
6. If an employee is subject to overtime as defined in (1) and (2) above, the employee shall be compensated a minimum of two (2) hours of pay at the regular or overtime rate depending on the number of hours worked during the seven-day work period. Limit one (1) minimum two (2) hour callback per 24-hour period commencing with the beginning of the first callback. Subsequent calls during this 24-hour period computed by actual time worked.
7. Overtime shall be paid at the rate of time and one half the employees' normal hourly rate of pay except for Call Out (as defined in #2 above) which shall be paid at two (2) times the employees' normal hourly rate.

5.5.3. Exempt Employees

Generally, exempt employees are hired with the understanding that they are responsible for accomplishing the duties required for their assigned position. It is our policy to comply with all aspects of the FLSA including its salary-basis requirements. Therefore, making any deductions from the salaries of exempt employees which are not allowed by law is prohibited.

Consistent with the FLSA and NRS, employees in exempt positions are not required to be paid for overtime.

1. Exempt employees utilizing intermittent leave under the Family and Medical Leave Act (FMLA) may have their pay deducted, including from sick or annual leave balances, for partial day or hour-by-hour absences.
2. Subject to certain exceptions set forth in the FLSA regulations and FMLA as provided above, **the City of Fernley** has a bona fide annual and sick leave policy and may deduct a partial days' absence from an exempt employee's accrued leave, but not from his/her pay or salary. Accordingly, if the employee does not have accrued leave and still works part of a day, s/he must be paid his/her full salary. However, if an exempt employee does not have accrued leave or does not qualify to use leave and is absent for a full day then the **City of Fernley** can deduct from the employee's pay or salary for that full day.

Partial days absence is an absence of 4 hours or more on any one particular day. If an exempt employee is absent for 4 hours or more, s/he must deduct their hours from his/her appropriate accrued leave. A deduction from his/her pay will be taken unless the employee has no accrued leave.

3. Deductions will be made to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. The **City of Fernley** will prorate an employee's salary based upon the days worked during the initial and terminal pay period of employment.
4. Exempt employees are generally expected to be available to perform their job duties during normal business hours (usually 8 am to 5 pm, Monday through Friday), **or other mutually agreed upon working hours**. It is expected that in order for exempt employees to complete their assigned work from time to time, it will be necessary that they work beyond the normal workdays and business hours of the **City of Fernley**. If, however, an exempt employee is working well beyond a 40-hour workweek on a regular recurring basis, the **City of Fernley** may examine staffing levels and the employee's work habits and procedures.
5. Exempt employees who have completed an extraordinary work assignment and/or spent substantially more time than a typical workweek to accomplish the job, may be recognized at the sole discretion of the **City of Fernley** with:
 - a. Up to an agreed amount of hours/days of time off without using accrued annual or sick leave. The time off granted under this provision does not constitute compensation and, thus, has no cash value.
 - b. Additional compensation (e.g., flat sum, bonus payment, straight-time hourly amount, time and one half, or any other basis). Such additional compensation will not void their otherwise exempt status as specifically provided under the FLSA.

5.6. Safe Harbor

City of Fernley will classify employees as exempt or non-exempt, in accordance with the provisions of the Fair Labor Standards Act (FLSA) and applicable state law. If an employee feels s/he is improperly classified, s/he should request a review of the classification from the Human Resource Manager. An investigation will be conducted on a timely basis and **City of Fernley** will act to correct any errors as soon as practicable. The **City of Fernley** will not make improper deductions of pay from any employee, regardless of exempt or non-exempt status. Improper deductions should be reported to the Human Resource Manager. The complaint will be investigated, and **City of Fernley** will act to reimburse the employee if an error is found. **City of Fernley** will continuously make a good faith commitment to comply with all provisions of FLSA and state laws and intends this policy of correction to satisfy the "safe harbor" provisions of the FLSA regulations, as amended effective August 23, 2004.

5.7. Rates of Pay

5.7.1. Compensation Plan

Each regular position will be assigned to a class and pay grade in the compensation plan. Assignment to a pay grade will be based on the relative level and complexity of the duties, responsibilities, and authority of the job. The **City of Fernley** shall determine the salary ranges based on these considerations:

- Rates paid by the **City of Fernley** for comparable work;
- Internal relationships of other job classes in the same or similar occupation;
- Rates paid by other employers for comparable work;
- Other financial commitments of the **City of Fernley**; and
- Funds available to the **City of Fernley** for salaries.

The **City of Fernley** may adjust the minimum and maximum for each salary range periodically as changes in any of the factors listed above occur or to recruit and retain qualified employees for each job.

5.7.2 Discussion of Wages

NRS 613.330 states it is unlawful to discriminate against an employee for inquiring about, discussing, or voluntarily disclosing information about wages. This does not apply to any employee who has access to or information about the wages of other employees as part of their essential job functions and discloses that information to a person who does not have access to that information unless the disclosure is ordered by the Labor Commissioner or court.

5.7.3. Hiring Rate of Pay

The normal hiring rate is the first step of the pay range for the position's classification. The **City of Fernley** may authorize advanced step appointments.

5.7.4. Advanced Step Hire

Fairness and equity in the administration of the compensation plan will be maintained when making advanced step hires. The **City of Fernley** may authorize advanced step appointments when all of the following circumstances exist:

1. The applicant's qualifications indicate s/he will perform at a level commensurate with the requested step;
2. An advanced step hire is required for the applicant to accept the position;
3. Other applicants with similar qualifications not requiring an advanced level salary are unavailable;
4. Funds are available in the hiring department's budget to pay the higher rate; and
5. Advanced hire rate will not exceed the step commensurate with current employees of comparable education, experience, and skill levels.

5.7.5. Salary on Promotion, Transfer, Demotion, Reclassification, and Reallocation

1. Except as may otherwise be provided by a collective bargaining agreement, a regular employee who is promoted to a higher classification will move to that step in the range for the new class which provides at least an approximate 5% pay increase, not to exceed the top step in the range for the new class. A promoted employee's salary shall not be less than the starting pay of the salary range for the new position. Reclassification to a class with a higher- grade level is treated as a promotion for salary purposes.
2. An employee who transfers to a position at the same grade level will retain their current grade and step.
3. An employee who demotes to a position with a lower grade level will be placed at a step in the lower grade level which is closest to their current salary. If the employee's salary exceeds the top salary of the lower pay range the employee will be Y-Rated (see Y-Rate policy.). Reclassification to a class with a lower grade level will be treated as a demotion for salary purposes.
4. Reallocation of an existing class:
 - To a higher-grade level is NOT a promotion. An employee in a class that is reallocated to a higher-grade level shall be placed in the higher grade at a step closest to his/her current salary that does not provide a decrease, or step 1 of the new grade if the current salary does not fall within the grade range.
 - To a lower grade level shall be placed at the step closest to the employee's current salary that does not provide a decrease. If the employee's salary exceeds the top salary of the lower pay range the employee will be Y-Rated (see Y-Rate policy).

5.8. Annual Wage Increase

5.8.1. Annual Wage Increase Authorized

1. A **non-exempt** employee who is currently not paid at the top step of the salary range for his/her class is normally eligible for annual wage increases on his/her anniversary date. Raises in salary resulting from annual wage increases are based on longevity and satisfactory performance and are not automatic. An annual wage increase may be granted only upon a finding by the **City of Fernley** that the employee meets all of the performance requirements of the position and complies with all of the **City of Fernley** rules, regulations, and policies. An employee who is determined to be eligible for an annual wage increase will be based upon budgetary resources.
2. Except when Y-rated, an employee will not be paid a regular rate of pay above the top step of the salary range for his/her classification.
3. Annual wage increases may be made to a supervisor to maintain an appropriate differential, not to exceed two steps, between the base rate of pay of a supervisor and the base rate of pay of an employee who is in the direct line of authority of the supervisor. An adjustment may be granted pursuant to this provision if, before the adjustment, the base rate of pay of the employee is the same or greater than the base rate of pay of the supervisor.

4. Annual wage increases are administered by the Department Head subject to the confirmation of the City Manager that there is adequate documentation that all requirements have been met.
5. Annual wage increases (to include but not limited to step, salary or general wage increase) will be determined based upon budgetary resources and satisfactory performance as documented in an annual performance evaluation.
6. Non-exempt employees will receive a step increase each year upon receiving a satisfactory performance evaluation until reaching the top step of the pay scale for that position.
7. Exempt employees will receive a merit increase on their anniversary date that will be based on satisfactory performance of their duties. Merit increase amounts may vary depending on job performance, budgetary resources, and are not automatic.

5.8.2. Annual Cost of Living Increase

1. Annual cost of living increases will be implemented at the start of the fiscal year in the first pay period occurring on July 1. When approved in writing, annual cost of living increases will become effective at the beginning of the pay period occurring on or after July 1.
- 2.
3. Annual cost of living increases shall be as follows:
 - a. For non-exempt employees, cost of living increases shall be applied to the Compensation Plan as budgeted and flow through the various steps of the pay scale.
 - b. Exempt employees will receive the cost of living increases applied to their current rate as of July 1.
 - c. All employees will receive a cost of living increase as budgeted between 0% and 4%, effective the first day of the pay period on or after July 1 of each year.

5.8.3. Employee Longevity Pay

Employees topped out in his/her classification for a minimum of one year will be paid a \$150 longevity bonus that is not added to the base pay conditioned on a standard or better annual performance evaluation. Employees may qualify for this longevity bonus on an annual basis as long as the employee remains topped out in his/her classification.

Employees with 10 or more continuous years of service will receive an additional 2% increase with an acceptable annual evaluation effective the first day of the pay period including their anniversary date each year.

5.9. Withholding of Annual Wage Increase

5.9.1. Job Performance

When the **City of Fernley** has determined that the job performance of an employee is less than satisfactory, the annual wage increase shall be withheld. The employee's performance shall be documented, and a copy of the documentation provided to the employee.

5.9.2. Unpaid Leaves of Absence

An employee's eligibility for consideration for annual wage increase shall be delayed by temporary layoffs or unpaid leaves of absence in excess of 15 working days during the 12-month period following the employee's last increase. The employee's anniversary date shall be adjusted by the total number of days of unpaid leave.

5.9.3. Granting of Withheld Advancements

The **City of Fernley** may approve an annual wage increase at the beginning of any pay period upon finding that the employee now meets the qualifications for an advancement. The employee's anniversary date shall be adjusted to the date on which the annual wage increase is actually granted. If an annual wage increase is not granted in the interim, the employee shall be considered for annual wage increase on the next anniversary date.

5.10. Flat Rate Salaries

Certain job classes may be assigned to flat rates of pay in the compensation plan. Employees in classes assigned to a flat rate of pay are not eligible for annual wage increases.

5.11. Compensation for Casual/Temporary/Seasonal Workers

5.11.1. Rates of Pay

The **City of Fernley** will pay casual/temporary/seasonal workers at the rate of pay established for the same work when performed by regular employees, or as appropriate for the type of work performed. Students receiving school credit for work may be paid at a rate established by the **City of Fernley** for student interns.

The **City of Fernley** may adjust the rates of pay annually consistent with general salary increases granted regular employees.

5.11.2. Annual Wage Increases

In July of each year, the **City of Fernley** may advance casual/temporary/seasonal workers with an annual wage increase in the approved pay range for the work assigned. The **City of Fernley** shall consider the qualifications and performance of the worker, the length of time the casual/temporary/seasonal worker has been assigned to the work, the rates paid to regular employees assigned similar work, and the funds available when determining whether to grant step advancement.

5.12. Y-Rate

The **City of Fernley** may pay an employee, who is reduced to a lower class as a result of reclassification or reorganization not associated with layoff or discipline and not the result of employee action or request, at his/her current rate of pay which is above the top step of the range or between steps of the range. Similarly, an employee in a class which has its salary adjusted to a lower rate may also be paid at a rate of pay above the top step of the range. This rate shall be known as a "Y-Rate." At the discretion of the **City of Fernley**, assignment to such a rate of pay is available to employees who are fully qualified to perform the work of the lower paid class.

An employee who is at a Y-rate above the top step of the range for the new (lower) class shall continue to receive the Y-rate while employed in the new class until a change in the rate of pay for the employee's new class causes the top step of the new class to be equal to or greater than the employee's Y-rate.

An employee who is at a Y-rate which is between the steps of the range for the new (lower) class shall continue to receive the Y-rate until a change in the rate of pay for the employee causes the rate for the step in the range to which the employee is entitled to exceed his/her current rate of pay.

5.13. Work Out-of-Class

5.13.1. Policy

Employees may occasionally be asked to perform duties beyond the scope of their normal position or asked to temporarily assume the duties of a higher-level budgeted position for a short period. In the event that such work extends beyond a short-term assignment, the **City of Fernley** establishes criteria for paying employees for temporarily performing work beyond the assigned duties of their current job class, and for employees temporarily assigned the duties of a management or administrative position.

5.13.2. Assignments

1. Employees may be temporarily assigned the duties and responsibilities of a budgeted, higher-level position provided the position is currently vacant, or the employee normally filling the position is on authorized leave or has been temporarily relieved of all regular duties to complete a special project approved by the **City of Fernley**, or because of temporarily increased workload requirements.
2. Any temporary assignment that continues for a period beyond 90 days requires approval by the City Council.
3. The **City of Fernley** has identified two special assignments for the Safety Officer and Back-Up Animal Control Officer. For the added responsibility for those duties, the City shall pay 5% of base per month in addition to the assigned employee's rate of pay.

5.13.3. Employee Eligibility

1. Employees must be formally assigned and actually performing the duties of the higher job class. This is not an automatic assignment and management has the right to determine the need.
2. The salary range for the higher paid class must be at least 5% above the range for the employee's current job class.
3. When a temporary vacancy occurs, an employee who temporarily assumes the duties and responsibilities of a classification having a higher minimum rate for a period of two (2) consecutive working days or more, shall be paid for all hours worked in the assignment either 5% above his/her normal rate or the beginning step of the higher classification's rate, whichever is higher. To qualify the employee must be assigned in writing and the employee's additional compensation shall cease when the need for the temporary assignment ends (e.g., such as the return of the employee in the higher position or upon filling the vacant higher position). The provisions of this section shall not be used to authorize additional pay to reward employees for outstanding service, nor for any purpose other than those stated.

5.14. Standby

Standby status may be assigned to employees based on the needs of the department, including evaluating the current schedules or future modified schedules. The department may assign standby status to be regular, short term or seasonal. Standby status is defined as time when an employee is required to be available for weekend, nighttime, and holiday work and carry an electronic pager and radio [or other appropriate electronic device] so that s/he may be contacted immediately to respond to emergencies or other planned assignments. This time is not considered work time, but rather a period of time that the employee is available to report to work. Standby Pay shall be \$4.50 per hour for each hour assigned to Standby (prorated for quarter hour increments) and standby status ceases when on paid overtime or when credited for the minimum call-out pay.

If standby status is assigned during any day or for seven (7) consecutive days, the hours of Standby pay are calculated from the daily time assigned, such as 5:00pm until the next regular shift occurs (currently the time from 5:00pm until 7:00am less any time worked or credited). Holiday standby time is for the 24-hour period covering the appropriate holidays. As an example, if an employee is on Standby between 5:00pm Friday and 7:00am for the following Monday, the employee shall be paid \$279.00 for 62 hours standby time, with the deduction of the time that the employee is called out to work. The Public Works Department intends to assign an employee to Standby Status on a weekly basis; however, this may change if the Department has a need to assign employees to other schedules, such as evening or weekend schedules.

If an employee is called to work, or is on weekend/holiday rounds during Standby, Standby pay shall stop during the period when the employee is working, and the employee shall be

paid at the applicable rate for the time worked. In this instance, the employee shall only be paid for actual hours on Standby.

An employee is expected to report to work within thirty minutes to forty-five minutes from the time the call is received. [Please refer to the Drug and Alcohol-Free Workplace relating to report to work]. The Department will establish reasonable criteria for Standby rotation, including minimum training and minimum licenses (such as having a CDL) as well as minimum qualifications to be on Standby. Standby lists in departments will be voluntary lists unless there is a need to assign as involuntary. Standby lists assist the City to have immediate responses to daily emergencies, however, all City employees are expected to report for duty "as soon as possible" when called to respond to an emergency, without regard to Standby status.

Standby/Parks: Employees in the Parks Department may be assigned to standby based on the hours of parks being scheduled open. If assigned, on regular workdays, employees will be paid at the current standby hourly rate for all open hours from the employee's regular quitting time until the last park is closed. If assigned, on scheduled days off and holidays, employees will be paid at the current standby hourly rate for all hour's parks are scheduled open. The minimum pay for any day assigned to standby shall be five (5) hours and the current standby rate.

5.415. Related Forms

- Request for Variable Workday Schedule

6. LEAVE PLANS

6.1. Holidays

6.1.1. Holidays Designated

The following holidays are recognized by the **City of Fernley** (NRS 236.015):

New Year's Day – January 1

Martin Luther King, Jr.'s Birthday – Third Monday in January

President's Day – Third Monday in February

Memorial Day – Last Monday in May

Juneteenth – June 19

Independence Day – July 4

Labor Day – First Monday in September

Nevada Day – Last Friday in October

Veterans Day – November 11

Thanksgiving Day – Fourth Thursday in November

Family Day – Friday following the fourth Thursday in November

Christmas Eve – December 24

Christmas Day – December 25

Any day declared a holiday by the City of Fernley.

Any day declared a legal holiday by the President of the United States will be observed in accordance with the presidential proclamation.

Recognized holidays will be observed on the calendar day on which they fall. However, recognized holidays occurring on Saturday will be observed on the preceding Friday and holidays occurring on a Sunday will be observed on the following Monday. ~~The City of Fernley will observe a holiday, which occurs on a Saturday or a Sunday, on the day before or after the holiday.~~

6.1.2. Holiday Pay

Recognized holidays are typically non-workdays. Each employee in a full-time, non-exempt position who is on paid status on his/her regularly scheduled work day before and after a holiday will be paid eight hours of his/her rate of pay for each recognized holiday. Employees in less than full-time, non-exempt positions, who are on paid status on the day before and after a holiday will be paid for each recognized holiday at his/her rate of pay on a pro-rated basis. Casual, seasonal, temporary employees will not be paid unless they work on the

holiday. **Employees who work a 4/10 schedule may use annual leave time or compensatory time off in order to receive 10 total hours of holiday pay.**

6.1.3. Weekend Holidays

For employees regularly assigned to work Mondays and/or Fridays, if a holiday falls on a Saturday, the Friday preceding will be observed as the holiday. If a holiday falls on a Sunday, the Monday following will be observed as the holiday. When a holiday falls on Saturday or Sunday for an employee regularly scheduled to work on the Saturday or Sunday, the employee will observe the holiday on the Saturday or Sunday, unless an alternative is authorized by the **City of Fernley**. If the holiday falls on a regularly scheduled day off, the employee will observe the holiday on the next regularly scheduled workday, unless an alternative is authorized by the **City of Fernley**.

6.1.4. Work on Holidays

Non-exempt employees who work on a designated holiday shall be paid for the holiday plus one and one-half times their base rate of pay for any time worked on a holiday. Bargaining unit employees who work on a holiday shall receive holiday pay as provided in the collective bargaining agreement.

6.2. Annual Leave

6.2.1. Annual Leave Accrual

1. All full-time employees will earn annual leave beginning from their initial date of hire. Annual leave can be used on an incremental basis, such as taken by hours or days, and can be taken for a week or more. Employees shall accrue paid annual leave benefits at the following rate:
 - a. Four (4) hours per pay period for the first 60 months (up to five years) of continuous employment (104 hours/per year).
 - b. Six (6) hours per pay period for 60 – 144 months (5 years to 12 years) of continuous employment (156 hours per year).
 - c. Eight (8) hours per pay for 145 months (more than 12 years) and over of continuous employment (208 hours per year).
2. Except as noted, all accrual rates are expressed in terms of fractions of an hour earned for each regularly scheduled hour worked or on paid leave. Annual leave is not accrued for any other hours.
3. Annual leave is earned and credited to the employee on a biweekly basis coinciding with pay periods. The amount of annual leave accrual is based upon years of service adjusted, as specified, for leaves of absence without pay.

6.2.2. Eligibility Maximum Accrual

Unused annual leave of not more than 240 hours may be carried over to the next calendar year. In order to receive annual leave, it must be used as time off work. Payment in-lieu of time off will not be made, except upon termination. Every effort will be made to allow an employee the time off that is requested. In the event two employees select the same time for annual leave and both employees cannot be off at the same time, the length of service will determine the granting of leave.

6.2.3. Regular Part-time employees

Under this category, employees receive discretionary fringe benefits, such as health benefits and leave benefits. However, those benefits are provided on a prorated basis.

Currently, the City has full-time employees, with complete fringe benefits (discretionary and mandatory fringe benefits), and part-time employees with no fringe benefits other than mandatory benefits (social security, Medicare, workers' compensation, and unemployment insurance). Full-time employees must be enrolled in the Nevada Public Employees' Retirement System (PERS), and Medicare, while part-time employees are under Social Security (at an approximate City cost of 6%) and Medicare.

Under PERS requirements, part-time employees cannot average 20 hours or more per week based on a six-month moving average. If an employee exceeds the maximum hours for a part-time employee, then by PERS requirements, the employee must be enrolled in the retirement system.

6.2.4. Use of Annual Leave

Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Employees may not use annual leave before it is accrued. Employees will also be required to use annual leave concurrently with FMLA leave.

Requests for annual leave periods of one or more weeks will be requested at least two weeks' notice for approval by the supervisor, then Department Manager. Annual leave may be granted for smaller units of leave time (a few hours or days) if there is an emergency circumstance that warrants approval. For all requests, the **evaluation** will include consideration of the following: timing of the request, workload, staffing availability, special events or meetings, special projects, and duration of the leave.

6.2.5. Annual Leave Pay at Termination

Upon termination, an employee with more than six (6) months of continuous employment will be paid for all accrued annual leave at the employee's last hourly rate of pay.

6.2.6. Vacation Cash Out

In December of each year, an employee may cash out up to forty (40) hours of accrued, unused vacation leave. Employee must have a minimum of sixteen (16) hours of accrual AFTER cash out. Requests for cash out due date will be determined in November of each year, and payment will be made with payroll for the first pay period in December.

6.3. Sick Leave

6.3.1. Policy

1. Accrual

The **City of Fernley** expects each employee to be available for work on a regular and reliable basis. The **City of Fernley** will monitor attendance and leave use whether or not the employee has accumulated leave balances remaining in his/her sick leave account.

- Employees will accrue sick leave at the rate of ten (10) hours each month worked beginning on the date of hire.
- Sick leave is not accrued for any other paid hours such as annual leave, compensatory and/or catastrophic leave.
- Sick leave hours are earned and credited to the employee on a biweekly basis, coinciding with pay periods, except for the third pay period of the month.
- Unused sick leave will be credited to the employee's sick leave balance to a maximum accrual of 840 hours. Sick leave accrual will cease when the employee's total year-end balance reaches 840 hours, until the balance falls below 840 hours.

2. Use of Sick Leave

Sick leave is for use in situations in which the employee must be absent from work due to:

- His/her own physical illness or injury.
- His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements.
- The need to provide medical care for an ill or injured family member within the third degree of consanguinity or affinity, or an individual who is dependent on the employee and who resides in the employee's household. Medical or dental appointments for the employee; provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the workday.
- Any disability.

Employees who are absent from work due to sick leave shall be at their residence, a medical facility, their health care provider's office, or shall notify their supervisor of their whereabouts when using sick leave.

Employees will also be required to use sick leave concurrently with FMLA leave.

3. Abuse of Sick Leave

Use of sick leave for purposes other than those listed above is evidence of abuse of sick leave. Abuse of sick leave may cause for disciplinary action, up to and including termination. If the **City of Fernley** suspects abuse, they may require substantiating evidence which may include, but is not limited to, a certificate from a health care provider.

4. Illness During Annual Leave

If an employee on annual leave suffers an illness or injury which requires medical treatment from a health care provider, s/he may elect to charge that time to accumulated sick leave provided the employee furnishes the **City of Fernley** with a certificate issued by the health care provider providing treatment.

5. Placing an Employee on Sick Leave

The **City of Fernley** may place an employee on sick leave if s/he has an illness that appears to be contagious or due to a known or suspected illness or injury, and/or the employee is not able to perform the essential functions of their position with or without reasonable accommodation.

6. Return to Work

An employee on sick leave shall notify his/her department manager as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible. The **City of Fernley** may also require a statement from a health care provider certifying the employee's fitness to return to work.

7. Sick Leave at Separation

- a. Upon separation from employment due to resignation, retirement, disability, or death, an eligible employee shall receive a one-time recognition payment based upon the amount of unused sick leave remaining in the employee's sick leave account. The amount to be paid out in one of two ways and is not to exceed one quarter (1/4) of accrued leave, provided that the employee has at least 3 years of service. This will be paid at the employee's rate of pay at the time of termination. If the separation is due to the death of the employee, the compensation due will be paid to the beneficiary(s) designated by the employee. 25% of the employee's sick leave shall be paid on the next pay period after separation; or,
- b. 25% of the employee's sick leave shall be used for the retiree and/or spouse by the City of Fernley to pay for Retirement Medical Coverage with the City's medical plan.

8. Conversion of Sick Leave

Once each calendar year, an eligible employee may convert sick leave to vacation time. An employee may convert up to forty (40) hours of sick leave to vacation time leaving a minimum of 240 hours of unused sick leave AFTER the conversion. An employee may convert up to sixty (60) hours of sick leave to vacation time leaving a minimum of 360 hours of unused sick leave available AFTER the conversion. An employee may convert up to eighty (80) hours of sick leave to vacation time leaving a minimum of 480 hours of unused sick leave available AFTER the conversion. There must be no record of sick leave abuse.

6.3.2. Procedure

1. Leave Approval

An employee shall complete an appropriate leave request form as soon as the need for a leave is known. The **City of Fernley** shall determine whether to approve use of accrued sick leave and shall approve such a request whenever it is deemed reasonable.

2. Notification

Any employee who is ill or unable to report to work for any reason shall notify his/her immediate supervisor no later than 15 minutes before the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor daily or at appropriate intervals agreed on by the supervisor of his/her condition. The **City of Fernley** may deny sick leave requests which are not in compliance with this policy.

3. Health Care Provider's Certification

The **City of Fernley** may require an employee who has been absent for three or more days to provide a health care provider's certification that the illness/injury incapacitated the employee from performing his/her duties, was necessary for the employee to make full and timely recovery or was appropriate to avoid the spread of a contagious disease. The certification will also verify the employee's fitness for return to work. A health care provider's statement is required when specifically requested by the supervisor or manager. Whenever an employee qualifies for FMLA leave, the employee is required to submit to the **City of Fernley** the "Certification of Health Care Provider" form referenced in the FMLA policy.

6.4. Family and Medical Leave

6.4.1. Policy

Public employers are covered under the Family and Medical Leave Act (FMLA) and will comply with the requirements of the FMLA and advise employees if they meet all the FMLA eligibility requirements.

The **City of Fernley** must provide employees Form WHD-1420 Employee Rights and Responsibilities Under the Family and Medical Leave Act and are also required to post and keep posted this notice in a conspicuous place that can readily be seen by employees and applicants alike, even if no employees are eligible.

1. Eligibility

Employees who have been employed by the **City of Fernley** for a total of 12 months and worked for the **City of Fernley** at least 1,250 hours during the preceding 12-month period and are employed at a work site where 50 or more employees work for the **City of Fernley** within 75-surface miles of that work site are eligible for FMLA leave. When the 1,250 hours are calculated, the hours an employee was on leave, even if that leave was paid, do not count toward the 1,250 hours worked. However, an employee who has a military service obligation must be credited with the hours of service that would have been performed, but for the period of military service. The required 12 months of employment does not have to be consecutive. There may be a break in service as long as

it does not exceed seven years. There is an exception to the seven-year condition for USERRA-covered military service or written agreements. All employees meeting the above qualifications qualify for FMLA, regardless of their seasonal, temporary, etc., status.

2. Compensation During Leave

FMLA leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. An employee on FMLA leave must use all of his/her accrued paid annual leave, sick leave (if it qualifies under **City of Fernley** sick leave use requirements), compensatory time leave, and personal time off concurrently with FMLA leave. (See the applicable collective bargaining agreement for alternate provisions which may apply.) When substituting accrued paid leave, the employee must comply with the **City of Fernley** procedural requirements, terms, and conditions of the paid leave policy as appropriate; the remainder of the leave period will then consist of unpaid FMLA leave. Employees must be made aware that they are required to use sick, annual, compensatory time, and personal leave as appropriate, in the rights and responsibilities notice Form WH-381: Notice of Eligibility and Rights & Responsibilities.

When employee is receiving Temporary Total Disability (TTD) benefits under worker's compensation, the employee and the **City of Fernley** may agree to substitute paid leave concurrently if available to supplement the employee's pay not covered by Workers' Compensation (see Workers' Compensation policy).

Intermittent or Reduced Schedule Leave

When medically necessary (as distinguished from voluntary treatments and procedures) or for any qualifying exigency or caregiver leave, leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a healthy newborn or placement of a healthy child for adoption or foster care is not considered medically necessary and, therefore, may not be taken on a reduced schedule or intermittent basis unless agreed to by the **City of Fernley**. Employees needing intermittent leave or reduced schedule leave must make a reasonable effort to schedule their leave so as not to unduly disrupt the **City of Fernley** operations. If the leave is foreseeable, the **City of Fernley** may require an employee on intermittent leave or reduced schedule leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduces the 12-week entitlement only by the actual time used. When an employee who was transferred, no longer needs intermittent or reduced schedule leave, the employee must be placed in the same or equivalent position held prior to when the leave commenced. Approved intermittent FMLA leave requires the employee to track intermittent leave every pay period using the Intermittent FMLA Leave Tracking Form provided by the HR Manager. This completed form should be submitted to the HR Manager within three (3) working days at the end of the pay period. If no intermittent FMLA was taken during the pay period, the form should still be completed with zero leave hours noted and submitted to the HR Manager within the three (3) business days.

6.4.2. Duration of and Reasons for Leave

1. Duration of Leave

Any eligible employee, as defined above, may be granted a total of 12 weeks of unpaid FMLA leave (which shall run concurrent with paid leave) during a 12-month period (see exception for *Military Caregiver Leave* section below). This period is measured backward from the date an employee uses any FMLA leave. A “week” is defined as a calendar week, regardless of the number of days the employee normally works. Twelve weeks does not entitle a part-time employee working three days a week to 60 leave days, but rather 12 weeks.

2. Reasons for Leave

FMLA may be granted for the following reasons:

- The birth of the employee’s child and in order to care for the newborn child;
- The placement of a child with the employee for adoption or foster care;
- To care for the employee’s spouse, child, or parent who has a serious health condition;
- An employee’s own serious health condition that prevents the employee from performing one or more of the essential functions of his/her job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses, including time an employee is receiving lost time compensation; or
- Due to a qualifying exigency arising when an employee’s spouse, son, daughter, or parent is a military member on covered active duty or has been notified of an impending call to covered active duty.

3. Conditions for Leave

a. Serious Health Condition

- A serious health condition is an illness, injury, impairment, or physical or mental condition of incapacity or treatment that involves:
 - Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility.
 - Continuing treatment by (or under the supervision of) a health care provider for a period of incapacity of more than three consecutive full calendar days, combined with at least two visits to a health care provider within 30 days of the first day of incapacity or one visit to a health care provider requiring a regimen of continuing treatment; e.g., prescription medication.

b. Exigency Leave:

- Short-term notice deployment (deployment in seven or less calendar days)
- Military events and activities
- Childcare and school activities
- Family support or assistance programs
- Financial and legal arrangements
- Counseling

- Servicemember's rest and recuperation leave (limited to 15 calendar days for each instance)
- Post-deployment activities
- Parental leave for the spouse, son, daughter, or parent of a military member to care for the military member's parent who is incapable of self-care.
- Additional activities arising out of active duty that the **City of Fernley** and employee agree upon.

c. Covered Active Duty:

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

4. Limitation of Leave

The entitlement to FMLA leave for the birth or placement of a child for adoption or foster care will expire 12 months from the date of the birth or placement. If both an employee and his/her spouse are employed by the **City of Fernley**, their combined time off may not exceed 12 weeks during any 12-month period for the birth, adoption, or foster care of a child, or care of a parent with a serious health condition. Each spouse is, however, eligible for the full 12 weeks within a 12-month period for his/her own serious health condition, or to care for a son, daughter, or spouse with a serious health condition.

Employees may not take more than a combined total of 12 weeks in a 12-month period for all FMLA qualifying reasons listed in "Reasons for Leave" above.

6.4.3. Military Caregiver Leave

1. Policy

An eligible employee, as defined in "Eligibility" may be granted a total of 26 weeks of unpaid FMLA leave (which shall run concurrent with paid leave) during a 12-month period to provide caregiver leave for a seriously ill or injured covered servicemember or veteran who is the employee's spouse, son, daughter, parent, or next of kin. This period is always measured forward from the date an employee takes FMLA leave to care for the covered servicemember or veteran and ends 12 months after that date.

2. The Covered Servicemember under the Military Caregiver leave must be:

- a. A current member of the Armed Forces (including a member of the National Guard or Reserves), who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness that:

- Was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces, or
 - Existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and
 - May render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
- b. A covered veteran is an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period* prior to the first date the eligible employee takes FMLA leave to care for the covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - A physical or mental condition for which the covered veteran has received a U.S. Department of Veteran Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

* The period between 10/28/09 and 3/8/13 is excluded in the determination of the five-year period.

3. Limitations of Leave

Employees cannot take more than a combined total of 26 weeks for military caregiver leave or because of other FMLA qualifying reasons as provided in "Reasons for Leave." A husband and wife both working for the same City of Fernley are limited to a combined total of 26 weeks of FMLA military caregiver leave.

6.4.4. Notice of Leave

An employee intending to take FMLA leave because of an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or family member, or the planned medical treatment for serious illness or injury of

a covered servicemember shall provide notice for such leave at least 30 days before the leave is to begin. If a requested leave will begin in less than 30 days, the employee must give notice to his/her immediate supervisor as soon as the necessity for the leave is known. Reasonable advance notice is required for all leaves, even if the event necessitating the leave is not foreseeable. If an employee gives less than 30 days' notice, the **City of Fernley** may require an explanation. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable.

Within five business days (absent extenuating circumstances) of receiving notice that: 1) an employee requests to use FMLA leave, or 2) the **City of Fernley** acquires knowledge that a leave may be for a FMLA-qualifying reason, the **City of Fernley** will complete Form WH-381 Notice of Eligibility and Rights and Responsibilities. Completion of this form will designate if an employee is eligible for FMLA or if an employee is not eligible, the reason(s) why s/he is not eligible. The form will designate if the employee is required to obtain certification related to medical conditions and/or required family relationships. The **City of Fernley** may require the use of FMLA leave for any absence which would otherwise qualify as FMLA leave, even if no formal application for such leave was made by the employee, provided notice is given to the employee.

6.4.5. Certification of Leave

1. Certification Forms

a. Serious Health Condition

A request for leave based on the serious health condition of the employee or the employee's spouse, child, or parent must be supported by completion of Form WH-380-E -Certification of Health Care Provider for Employee's Serious Health Condition or Form WH-380-F -Certification of Health Care Provider for Family Member's Serious Health Condition completed by the health care provider. (Note: Attach the employee's current job description to Form 380-E when it is sent to the employee's health care provider.)

The Certification of Health Care Provider form must be completed and returned by the employee within 15 calendar days, absent extenuating circumstances.

b. Exigency Leave

Employees requesting FMLA leave for qualifying exigency are required to complete Form WH-384 Certification of Qualifying Exigency for Military Family Leave and provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status.

c. Caregiver Leave

Employees requesting FMLA leave for military caregiver leave are required to complete Form WH-385 Certification of Serious Injury or Illness of Covered Service Member for Military Family Leave or Form WH-385-V Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave within 15 calendar days, absent extenuating circumstances. Employees may also submit invitational travel orders (ITOs) or

invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at his/her bedside in lieu of forms WH-385 or WH-385-V.

2. Incomplete or Insufficient Certification (Cure Period)

If a certification is incomplete or insufficient, the employee will be given seven calendar days (unless not practicable under the particular circumstances despite the employee's diligent good faith efforts) to cure any such deficiency. If the deficiencies specified by the **City of Fernley** are not cured in the resubmitted certification, the **City of Fernley** may deny the taking of FMLA leave. A certification that is not returned to the **City of Fernley** is not considered incomplete or insufficient but constitutes a failure to provide certification.

3. Clarification or Authentication of Certification

City of Fernley may contact the employee's health care provider for the purpose of clarification or authentication after giving the employee an opportunity to clarify specific discrepancies. Only the Human Resource Manager may contact the health care provider.

4. Second or Third Opinions

If the **City of Fernley** questions the validity of the certification, the **City of Fernley** may require, at its expense, the employee obtain a second opinion from a health care provider designated by the **City of Fernley**. If the second opinion conflicts with the original opinion, the **City of Fernley** may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the **City of Fernley** and the employee. This third opinion will be considered final and binding on both parties.

Second and third opinions are not permitted for leave to care for a covered servicemember when the certification has been completed by a Department of Defense or Department of Veterans Affairs health care provider. However, second and third opinions are permitted when the certification has been completed by other health care providers as provided for by law.

Second and third opinions are not allowed on a fitness-for-duty certification.

5. Recertification

In instances where the minimum duration of leave anticipated by the original certification is more than 30 days, the **City of Fernley** may require the employee to recertify that the original medical condition still exists. Such requests can be made no more frequently than the minimum duration of the leave requested (e.g., 40 days) or once every six months in connection with an absence,

In situations in which the minimum duration of leave anticipated by the original certification is less than 30 days, the **City of Fernley** may request recertification if the employee requests an extension of leave, the circumstances described by the original certification have changed significantly, or the **City of Fernley** receives information casting doubt upon the continuing validity of the certification.

Recertifications are not permitted for leave to care for a covered servicemember.

6. Annual Medical Certification

The **City of Fernley** may require the employee to provide new medical certification, not recertification, for his/her first FMLA-related absence in a new 12-month leave year.

6.4.6. Designation Notice

Within five business days (absent extenuating circumstances) of receipt of all required information, the **City of Fernley** will make a determination on whether the employee's request for leave is for an FMLA-qualifying reason. The **City of Fernley** will complete Form WH-382 Designation Notice indicating if leave is approved or not and provide to employee.

If the **City of Fernley** cannot make a determination from the information provided, they will use this form to:

- Indicate the information presented is incomplete or insufficient and provide the employee seven calendar days to provide complete information (cure period).
- Provide notice to an employee if a second or third medical certification is required.

City of Fernley may also use this form to designate a fitness-for-duty certificate which will be required prior to returning to work.

6.4.7. Benefits Coverage During Leave

During a period of FMLA leave, an employee will be retained on the **City of Fernley** health plan under the same conditions that would apply if the employee was not on FMLA leave. To continue health coverage, the employee must continue to make any contributions that s/he would otherwise be required to make. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the FMLA leave, the employee may be required to reimburse the **City of Fernley** for payment of health insurance premiums during the leave, unless the reason the employee cannot return is due to circumstances beyond the employee's control. The definition of "beyond the employee's control" includes a large variety of situations such as: the employee being subject to layoff; continuation, recurrence, or the onset of an FMLA-qualifying event; or the employee's spouse's unexpected worksite relocation of more than 75 miles from the current worksite.

An employee is not entitled to the accrual of any seniority or employment benefits during any unpaid leave. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date the leave began and will be entitled to any unconditional pay increase, such as cost of living increase granted to all employees during the FMLA leave period.

6.4.8. Outside Employment

An employee is prohibited from engaging in outside employment during an FMLA absence if the job conflicts with the reason the employee is on FMLA leave; e.g., an employee is on FMLA

leave due to a back injury and works a job requiring heavy lifting. All other requirements of **City of Fernley** Outside Employment policy apply.

6.4.9. Periodic Reporting

Any employee on FMLA leave must notify **City of Fernley** periodically of his/her status and intention to return to work. The **City of Fernley** has the authority to determine how often the employee must provide this notification.

6.4.10. Change in Duration of Leave

1. Return Prior to Expiration

If an employee wishes to return to work prior to the expiration of the approved FMLA leave period, s/he must notify the supervisor within two business days prior to the employee's planned return. Employees may be required to provide a fitness-for-duty certification (if indicated on the designation notice) specifically addressing the employee's ability to perform the essential functions of his/her job, prior to returning to work if the FMLA leave of absence was due to the employee's own serious health condition. Employees required to present a fitness-for-duty certification may be delayed in restoration to employment until certification is provided. Second and third opinions are not allowed on a fitness-for-duty certification.

2. Request an Extension of Leave

An employee who requests an extension of FMLA leave due to the continuation of a qualifying exigency, care for servicemember, continuation, recurrence, or onset of his/her own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a request for an extension, in writing, to the **City of Fernley**. This written request should be made as soon as the employee realizes that s/he will not be able to return at the expiration of the leave period. Any additional time requested beyond the FMLA 12-week period (or 26-week period for caregiver leave) will not be considered as FMLA. Rather, such time, if approved by the **City of Fernley**, will be characterized as either paid or unpaid leave, thereby ending the **City of Fernley** reinstatement obligations included in the *Return from Leave* section. (See the applicable collective bargaining agreement for alternate provisions which may apply.)

6.4.11. Return from Leave

Upon returning to work, an employee on FMLA leave will be restored to his/her most recent position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The **City of Fernley** cannot guarantee that an employee will be returned to his/her original position. The **City of Fernley** will determine whether a position is an "equivalent position" as defined by FMLA. Employee's right to restoration, however, cease at the end of the applicable 12-month FMLA leave year.

Employees may be required to provide a fitness-for-duty certification (if indicated on the designation notice) specifically addressing the employee's ability to perform the essential functions of his/her job, prior to returning to work if the FMLA leave of absence was due to

the employee's own serious health condition. Employees required to present a fitness-for-duty certification may be delayed in restoration to employment until certification is provided. Second and third opinions are not allowed on a fitness for duty certification.

Key employees may be denied job restoration if such denial is necessary to prevent substantial and grievous economic injury to the operations of **City of Fernley** and the employee was given written notice s/he was considered a key employee at the time s/he gave notice of FMLA leave or when the leave commenced.

6.4.12. Failure to Return from Leave

Failure of an employee to return to work upon the expiration of an FMLA leave of absence will subject the employee to disciplinary action, up to and including termination, unless the **City of Fernley** has granted an additional (paid or unpaid) extension. (Note: Refer to **City of Fernley** other leave policies.) Nothing in this policy limits **City of Fernley** obligations of reasonable accommodation under the Americans with Disabilities Act, as amended.

6.4.13. Abuse of FMLA

An employee who fraudulently obtains FMLA leave from the **City of Fernley** is not protected by the FMLA's job restoration or maintenance of health benefits provisions. In addition, the **City of Fernley** may take all appropriate disciplinary action against such employee due to fraud.

6.5. Leave of Absence Without Pay

6.5.1. Policy

The **City of Fernley** may approve leaves of absence without pay for up to six months. Such approval will be for exceptional circumstances and conditions, such as education or prolonged illness, when the approval of such leave is consistent with the **City of Fernley** needs, when the work of the office or department will not be impeded by the employee's absence, and when the leave will not require the appropriation of additional funds for the operation of the employee's department. Such leave may be extended for an additional period of up to six months at the sole discretion of the **City of Fernley**. Exceptions for leave beyond one year may be provided as required by law. The **City of Fernley** will require the use of all accrued paid leave prior to granting leave without pay.

6.5.2. Procedure

1. Approval –30 Days or Less

Leaves of absence without pay not exceeding 30 days may be granted by the **City of Fernley** with substantiating documentation.

2. Approval – More Than 30 Days

The **City of Fernley** may grant a leave in excess of 30 days following written certification by the employee that the leave is consistent with the intent of this section and substantiating documentation as requested by **City of Fernley** is provided.

3. Purpose

Leaves of absence without pay will not be granted for the purpose of allowing an employee to seek or accept other employment, except when or if the **City of Fernley** determines that the granting of such leave is in its best interest.

4. **City of Fernley** Termination of Leave

The **City of Fernley** may terminate any leave of absence without pay, except those granted pursuant to statute or regulation, prior to its expiration by providing written notice to the employee. The document granting the leave of absence will state the terms of the leave and any reason(s) for terminating such leave. Upon receipt of notice of termination of the leave, the employee is required to return to work within five calendar days or by a later-approved alternate date. In the event the **City of Fernley** terminates a leave of absence, the employee will be returned to the same class or position s/he occupied when the leave of absence was granted.

5. Insurance

Employees on approved leave of absence without pay may continue their medical, dental, and life insurance coverage in accordance with COBRA health benefit continuation regulations, **or as required by other laws or statutes.**

6. Return from Leave

Employees on approved leave of absence without pay are required to return to work on the first work day following the end of leave at his/her regularly scheduled time. An employee who does not return from a leave of absence without pay on the first work day at his/her regularly scheduled time following the end of a leave will be considered to have resigned.

7. Introductory Period

If an employee is granted unpaid leave during his/her introductory period, the introductory period will be extended by the number of days of leave taken by the employee during his/her introductory period.

8. Medical Reason for Leave

The **City of Fernley** may require a health care provider's certification or other appropriate type of verification to substantiate a need for a medical leave of absence without pay. The **City of Fernley** may also require a statement from a health care provider certifying the employee's fitness to return to work **no later than the date of return.**

Anniversary Date

An employee's anniversary date will be adjusted by the number of days off work for all unpaid leaves of absence in excess of 15 days during any 12-month period. (See special provisions for *Military Leave* sections below.)

9. Benefit Accrual

If an employee is on unpaid leave for more than one-half of his/her regularly scheduled work hours in any pay period, no leave benefits shall be accrued for that period, nor shall the **City of Fernley** contribute toward the cost of insurance benefits.

10. Outside employment

An employee is prohibited from engaging in outside employment during an approved leave of absence if the job conflicts with the reason the employee is on leave; e.g., an employee is on leave due to a back injury and works a job requiring heavy lifting. All other requirements of the **City of Fernley's** Outside Employment policy apply.

6.6. Court Leave

6.6.1. Policy

The **City of Fernley** will grant court leave to allow employees to serve as juror or a witness in a court proceeding provided that neither employee nor the employee's collective bargaining representative is a party to the action. Employees shall provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

6.6.2. Compensation

Subject to the following conditions, eligible employees shall receive their base rate of pay for those hours spent in court and traveling to and from court when such time occurs during employee's regular scheduled work days and hours of work. Casual, seasonal, or temporary employees will be granted time off without pay. Law enforcement personnel appearing in court as part of their duties are not affected by this policy.

1. The employee's base rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.
2. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will immediately forward any compensation received from the court or other party to the **City of Fernley** upon receipt. Reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging may be kept by employees, unless the **City of Fernley** has reimbursed the employee for such expenses, or such expenses were paid by the **City of Fernley**.
3. An employee shall not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the **City of Fernley**. However, the employee may choose to use his/her annual leave.
4. If an employee is required to appear at a legal or administrative proceeding pursuant to a subpoena in matters related to his or her employment with the **City of Fernley**, or acting in his or her official capacity as a representative of the **City of Fernley** in a proceeding brought against the **City of Fernley**, or is a named defendant in matters

related to his or her employment with the **City of Fernley**, s/he will be paid the same as s/he would be paid during regular work hours, and will not be required to use annual leave.

6.6.3. Late Start/Early Release

1. An employee who is serving as a witness and is not required to report to court until after the start of their work day or who is released from court before the end of his/her scheduled work day shall report to work for the hours which are not required for court duty or for related travel time.
2. Employees who are required to report to jury duty will not be required to work eight hours prior to reporting. If the employee's service last four hours or more, including time going and returning from court, the employee will not be required to work between 5 p.m. of the day of jury duty and 3 a.m. the following day per NRS 6.190.

6.7. Bereavement Leave

A full-time or part-time employee who must be absent from work to attend the funeral of a family member who is within the third degree of consanguinity or affinity may use up to a maximum of 24 hours of bereavement leave per each occurrence. Bereavement leave longer than 24 hours may be charged to accumulated annual or sick leave, up to a maximum of 16 additional hours, with the advance approval of the **City of Fernley**. Employees who are not regular full-time or part-time employees may take up to three (3) days or 24 hours of bereavement absence without pay. Supervisors or managers may require evidence of attendance at the funeral. Casual, seasonal, temporary employees are not eligible for bereavement leave.

6.8. Military Leave under Federal Law

6.8.1. Policy

Employees who are members of the uniformed services are entitled to military leave and to re-employment rights as provided in 38 USC, sections 2021-2024, and 4302 et. seq. The uniformed services covered include the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, and any other category dispatched by the President in time of war or national emergency. The Army National Guard and Air National Guard are also covered.

6.8.2. Notice and Notification

1. The **City of Fernley** must provide employees with notice of their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA). This requirement may be met by posting the notice where the **City of Fernley** customarily places notices for employees.
2. The **City of Fernley** may require written (orders) or verbal notice of service obligation but must waive the requirement if notice is impossible or unreasonable.

6.8.3. Salary and Benefits

1. Leave Without Pay

The **City of Fernley** will treat the employee the same as any other employee on leave without pay. The employee may choose to use annual leave and compensatory time, if any, before going on leave without pay.

2. Health Insurance

There is no impact to the employee's insurance coverage, including life insurance that is included in the health insurance package if the service is 30 days or less. During the 30-day time period, the **City of Fernley** and employee premium payments or obligations, if any, remain unchanged. If the service is for more than 30 days, and the employee is in leave without pay status, the employee may then continue coverage similar to that required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) for either 24 months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is less (see Reemployment, Section 6.8.4. below). The **City of Fernley** must reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods.

3. Seniority

An employee is entitled to the seniority (and rights and benefits governed by seniority) s/he had accrued at the commencement of military leave, plus any additional seniority rights and benefits that s/he would have attained if s/he had remained continuously employed (the "escalator principle"). However, if an introductory period is a bona fide period of observation and evaluation, the returning employee must complete the remaining period of introduction upon reemployment. The **City of Fernley** must count time served for the purpose of determining annual and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, the **City of Fernley** must count time in the military when determining the employee's rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). The **City of Fernley** is not required to accumulate annual or sick leave for an employee during his/her absence. The "escalator principle" will be applied to a returning employee's opportunities to take promotional examinations or skills tests and to merit pay increases.

4. Retirement

Time served will be counted as work time for purposes of retirement. The **City of Fernley** must make contribution payments to the retirement plan as if the employee had not left, provided the employee returns to work. The **City of Fernley** contribution will be based on the rate of pay the employee would have been paid had s/he not been called to military service (e.g., a grade-and-step pay system). An exception to this requirement is when the higher pay is based on additional knowledge, skill, or ability that can only be gained by work experience.

5. Death or Disability

If an employee does not return to work due to death or disability, the survivor or disability benefit is treated as if the employee had been working until the date of the death or disability. The **City of Fernley** must make the retirement contribution up to the date of the death or disability.

6. Other Leave

The **City of Fernley** must count time served in the military when calculating the employee's Family Medical Leave Act eligibility.

6.8.4. Reemployment

1. An employee has certain report-to-work obligations following military service. Eligible returning service members must be promptly reemployed, which in most cases means within two weeks of reporting. The employee's report-to-work obligations are:
 - a. Service of one to 30 days: The beginning of the next regularly scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.
 - b. Service of 31 to 180 days: Application for reinstatement must be submitted not later than 14 days after completion of military duty.
 - c. Service of 181 or more days: Application for reinstatement must be submitted not later than 90 days after completion of military duty.
2. The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service, and the **City of Fernley** must make reasonable accommodations for the disability.
3. Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the same **City of Fernley**. Time spent in National Guard and reservist training does not count towards the five-year period.

6.8.5. Discharge

If time served is greater than 30 days, but less than 181 days, an employee may not be discharged within 180 days of reemployment, except for just cause. If time served is greater than 180 days, an employee may not be discharged for one year, except for just cause.

6.9. Military Leave under Nevada Statute

6.9.1. Policy

Public officers and/or employees who are active members of the United States Army Reserve, United States Naval Reserve, United States Marine Corps Reserve, United States Coast Guard Reserve, United States Air Force Reserve, or the Nevada National Guard are entitled to leave to serve under orders including, without limitation, orders for training or deployment, as provided in NRS 281.145.

6.9.2. Procedure

1. Upon employee's or public officer's request, **City of Fernley** must relieve employee or public officer of duties with pay to serve under orders for training or deployment for a

period of not more than the number of hours equivalent to 15 working days in a 12-month period.

2. The **City of Fernley** is not required to pay the public officer's or employee's salary after 15-working days (or hours equivalent).
3. Public officer's or employee's accrued vacation time may not be deducted during the leave. If public officer or employee requests additional time beyond 15 working days, public officer or employee may choose to use annual leave and compensatory time, if any, before going on leave without pay. The **City of Fernley** will treat the public officer or employee the same as any other employee on leave without pay.
4. The 12-month period designated by **City of Fernley** in number 1 above is July 1 through June 30.

6.9.3. Participation in Training, Active Service or Duty, or Other Required Meetings

As provided in NRS 412.139, **City of Fernley** may not terminate a member of the Nevada National Guard or National Guard of another state who is employed in this state because the member: assembles for training, participates in field training, is ordered to active service, or otherwise meets as required.

6.10. Emergency Conditions/Disaster Leave

6.10.1. Emergency Volunteer Service

An employee who is a participant in any volunteer emergency service (e.g., fire protection, ambulance service, or search and rescue) shall not schedule him/herself for on-call duty during work hours. In the event an employee is required to respond to an emergency during normal working hours, s/he shall remain in full employment status and shall receive total regular compensation while performing the volunteer service for the period that s/he would have been working for the **City of Fernley**.

6.10.2. Emergency Road Conditions

1. Any non-exempt employee who is unable to report to work due to road closures or hazardous road conditions caused by ice, snow, floodwaters, washouts, or slides shall not receive regular salary. Employees are advised to use their best judgment in making a decision of whether or not to report to work under such conditions. Should an employee decide to remain at his/her residence, all reasonable attempts should be made to notify his/her immediate supervisor. Any employee wishing to receive payment for time missed due to hazardous road conditions may do so by using either accrued annual leave or accrued compensatory leave time.
2. Any non-exempt employee who reports to work late due to road closures or hazardous road conditions will be compensated only for the actual hours worked. In the event the employee wishes to receive a full day's pay, s/he may use annual leave or accrued compensatory leave time to complete the normal work period.
3. Any employee who elects not to report to work due to hazardous road conditions or reports to work late under such conditions shall not be subject to discipline. In the event the supervisor is in doubt of the employee's reasoning, the final decision shall be made

by the **City of Fernley** on the basis of documentation or confirmation of the hazardous conditions by either a law enforcement agency or the appropriate public works agency having jurisdiction over the roadways in question.

6.10.3. Disaster Area Declaration

1. “Disaster Area” is defined as a designated area affected by an event declared to be a disaster by a state or federal governmental agency duly authorized to make such designation. Non-exempt employees who are unable to report to work due to a disaster may use accrued annual leave or compensatory leave time as compensation for scheduled time not worked. Exempt employees who are unable to report to work due to a disaster shall use accrued annual leave as compensation for scheduled time not worked.
2. Employees shall make every effort to report to work as soon as is reasonable under such conditions provided the **City of Fernley** operation is open and functioning. An employee who has made such an effort yet fails to report to work under such declared “disaster” conditions, shall not be subject to discipline. Employees shall make every effort to report their circumstances to their immediate supervisor.

6.10.4. Emergency Closure Due to Weather Conditions

1. In the event the City Manager authorizes the closure of city offices, or a portion thereof, due to weather or other emergency related conditions, employees who are unable to report to work due to such official closure will be paid for the day(s) or hours of work (during their regular work schedule) at their regular rate of pay.
2. This policy does not apply to non-exempt employees in public works roads, water, and sewer. These employees who are regularly scheduled and required to report to work during an emergency closure will be awarded comparable time off at the rate of one (1) hour for each hour of emergency closure pay received by those employees not required to work during the incident.
3. This policy does not apply to those employees who are already scheduled to be absent on approved leave, on paid or unpaid leave.

6.11. Blood Donor Leave

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a **City of Fernley**-sponsored blood donation. All such absences shall be scheduled with the employee’s supervisor. In no event shall an employee be eligible for overtime as a result of donating blood.

6.12. Leave for Parents of Children Enrolled in School

6.12.1. Policy

For employers with 50 or more employees employed for 20 or more calendar weeks per year, those employees who are parents of children enrolled in public or private school (K-12) are entitled to four hours of unpaid leave, per school year, for each child enrolled in school. The employee may use the entitled leave time to:

- Attend parent-teacher conferences;
- Attend school-related activities during regular school hours;

- Volunteer or otherwise be involved at the school in which the child is enrolled during regular school hours; and
- Attend school-sponsored events.

The time for the leave must be mutually agreed upon by the employee and the **City of Fernley**. The employee must request the leave in writing at least five school days prior to the date on which the leave is to be taken. The employee may also be required to furnish documentation demonstrating that s/he was present at the school activity for which the leave was provided.

6.12.2. Retaliation

An employee shall not be retaliated against for utilizing the leave described in this section. Any employee who believes s/he has been retaliated against as a result of having taken leave under this section may file a claim with the Nevada Labor Commissioner. The **City of Fernley** shall provide the employee with all of the forms necessary for the claim filing.

6.13. Leave for Nursing Mothers

6.13.1. Policy

As required by federal law, NRS 281, and the Nevada Pregnant Workers' Fairness Act, the **City of Fernley** will provide paid or unpaid reasonable breaks each time an employee needs to express breast milk for her nursing infant who is up to one-year old. Employees may elect to use their paid break times for this purpose. The **City of Fernley** will furnish a private space, other than a bathroom, that is reasonably free from dirt or pollution, protected from the view of others and free from intrusion by others where the employee may express breast milk.

If complying with this policy will cause an undue hardship for the **City of Fernley** considering the size, financial resources, nature, and structure of the public body, the **City of Fernley** may meet with the employee to agree upon a reasonable alternative. If the parties are not able to reach an agreement, the **City of Fernley** may require the employee to accept a reasonable alternative selected by the **City of Fernley**.

An employee who does not agree with the determination of the **City of Fernley** may file a complaint with the Local Government Employee-Management Relations Board.

6.13.2. Prohibition Against Retaliation

The **City of Fernley** will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been retaliated or discriminated against in any manner whatsoever should immediately notify the EEO Officer or the alternate. The **City of Fernley** will promptly investigate and deal appropriately with any allegation of retaliation.

6.14. Catastrophic Leave Program

6.14.1. Policy

A catastrophic illness or injury will cause a major hardship on an Eligible Employee (Employee or his/her immediate family). In the event an employee is diagnosed by a medical doctor with a catastrophic illness or injury, the city will allow for a special voluntary benefit program to share leave time from other employees in the city and this program will create a new leave benefit called "Catastrophic Leave (CL). The CL program must comply with state and federal laws, such as compliance with the U.S. Tax Code, Family Medical Leave Act (FMLA), and the Health Insurance Portability & Accountability Act (HIPAA).

Employees who would like to make a request to receive donated leave from the CL Program must have a situation that meets the following criteria:

- *Medical emergency:* A medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty or the employee needs additional time off for bereavement in the event of the death of a parent, spouse, or child, and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member is defined as a spouse, child, or parent.
- *Major disaster:* A disaster declared by the president under §401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), or as a major disaster or emergency declared by the president pursuant to 5 U.S.C. §6391 for federal government agencies. An employee is considered to be adversely affected by a major disaster if the disaster has caused severe hardship to the employee or to a family member of the employee that requires the employee to be absent from work.

6.14.2. Eligibility

Employees must have worked for the **City of Fernley** in a full or part-time regular position for a minimum of 12 months and successfully completed the introductory period to be eligible to donate and/or receive leave from the CL Program.

To be eligible for CL, the employee must be unable to perform the duties of his/her position or for a modified duty assignment because of a serious illness or injury/accident which is life threatening or which will require a lengthy convalescence. Life threatening or lengthy convalescence means a period of disability that an attending physician expects to exceed ten (10) weeks. This program is not to be used for short term illnesses/injuries or routine illnesses/injuries or that normally qualify for sick leave. This program is not designed to allow employees paid time off work that is not considered convalescence, and the employees are not eligible for this program if there is a Workers' Compensation claim associated with the illness or injury. The employee is expected to return to work when s/he is able to perform their regularly or authorized modified duties.

6.14.3. Conditions for Eligibility

This program may be implemented for an employee on an intermittent basis, if needed. This leave may not be used unless the employee cannot perform their regular duties as noted in this program. The employee must provide regular doctors certifications (no less than after each appointment) to remain on payroll, subject to FMLA provisions (this includes up to 12 weeks of time off), if applicable at the time. The employee, or an authorized spouse or legal representative, must apply to their Department Head for the program and provide a doctor's certification of the qualifying illness or injury by submitting a City issued request form with similar requirements of the FMLA. From an Employer's perspective, information relating to the qualifying event must be kept confidential, and some of the forms may be the same forms for FMLA requirements, when applicable. While on CL employees will be considered on FMLA leave status, if applicable.

To allow the City to process the request form, the employee acknowledges that the City will inform employees in writing that the employee (by individual name) has requested CL due to a serious health condition, qualifies for the program, and requests voluntary donations of leave. In processing the request, if a Department Head denies a request, an employee may appeal to the City Manager. The City Manager's decision is final and binding and not subject to grievance procedure in the Union contract or the personnel manual and is not subject to judicial review.

The employee must first exhaust their sick leave and vacation to be eligible and while receiving donated leave via the CL program the employee does not accrue leave. Additionally, while on CL, the employee shall not accrue work time for the purpose of merit increases (the anniversary date shall be adjusted to reflect the appropriate date). Health insurance continues while the employee is on CL and employee deductions for their health insurance premium and any other deductions shall continue to apply.

The City does not want to create unneeded accounting processes or create multiple shortages of leave time among employees and therefore employees voluntarily donating to an employee must donate in whole hour increments, donate a minimum of 8 hours and maximum of 40 hours of vacation and/or 120 hours of sick leave remaining their balances after the donation.

Maximum time donated (net calculated) to an employee shall be a 900 lifetime CL benefit. If during the donation period, for intermittent periods, donated leave exceeds the maximum lifetime benefit, donors will be advised to adjust their donation as needed. If there is a balance in the EE's CL and the employee is no longer an employee or no longer eligible [such as an employee voluntarily terminates (retirement, etc.), the employee expires, or the employee is fully recovered from the illness or injury], then the balance of the unused CL shall be returned to the donors on a prorated basis.

Unless an employee returns to duty prior to exhaustion of CL, the employee shall automatically be terminated at exhaustion of CL based on inability to perform regular or authorized modified duties of their position.

6.14.4. Donation Calculations

After completion of a city issues form, employee may voluntarily donate to an employee a portion of their sick leave or vacation leave for the employee to use as CL. To calculate the value of the donation, the donor's sick leave or vacation will be calculated based on the donor's current rate of pay and then recalculated at the employee's rate of pay, and finally turned into additional CL, to be used in a similar manner as sick leave for the employee.

6.14.5. Continuation/Modification of Program

The City Council reserves the right to modify and/or terminate this program based upon the experience of the program. If there is a need to modify or terminate this program, the **City of Fernley** shall contact the bargaining unit representative to meet and confer over the modifications or the conclusion of the program. If any of these provisions of CL are held to be in conflict with state or federal law, said provision(s) shall be modified to comply as soon as possible.

6.15. Related Forms

- Certification of Health Care Provider for Employee's Serious Health Condition (FMLA Form WH-380-E)
- Certification of Health Care Provider for Family Member's Serious Health Condition (FMLA Form WH-380-F)
- Notice of Eligibility and Rights & Responsibilities (FMLA Form WH-381)
- Designation Notice (FMLA Form WH-382)
- Certification of Qualifying Exigency for Military Family Leave (FMLA Form WH-384)
- Certification of Serious Injury or Illness of Covered Service member for Military Family Leave (FMLA Form WH-385)
- Certification of Serious Injury or Illness of Veteran for Military Family Leave (FMLA Form WH-385-V)
- Employee Rights and Responsibilities under the Family and Medical Leave Act (FMLA Form WH 1420)
- Intermittent FMLA Leave Tracking Form
- Leave of Absence Authorization Form
- Nevada Consanguinity/Affinity Chart
- Notice of Intent to Return to Work After Leave of Absence (Non-Medical)
- Notice of Intent to Return to Work After Medical Leave of Absence
- Catastrophic Leave Program Request Form
- Catastrophic Leave Program Donation Form

7. BENEFITS

7.1. Health Insurance Coverage

7.1.1. Eligibility

Eligible employees as defined in the group health insurance plan are eligible to enroll in the group health insurance plan effective the first of the month following ~~60 days of employment~~ **initial date of hire**. Dependents of employees, as defined in the current plan booklet, are also eligible for coverage under the insurance plan at the employee's expense. Employees must authorize a payroll deduction of any share of the health coverage premium which is to be paid by the employee.

7.1.2. Benefits

The specific terms and conditions of coverage are specified in the plan document for medical, dental, vision, and prescription drug insurance issued by the insurance company.

7.1.3. Plan Changes

The **City of Fernley** will, from time to time, evaluate the health coverage plan that is offered and make adjustments, as the **City of Fernley** deems appropriate, in the level of coverage and the amount of premium cost to be paid by the **City of Fernley**. **Affected employees will be notified of any changes.**

7.2. Life Insurance Coverage

7.2.1. Eligibility

Eligible employees, as defined in the life insurance plan, are covered by an employer-paid term life insurance and accidental death and dismemberment insurance plan effective the first of the month following 60 days of employment.

7.2.2. Policy

The specific terms and conditions of coverage are specified in the plan document issued by the insurance company and are available from the Human Resource Manager.

7.2.3. Coverage

Eligible employees are covered by a life insurance policy in the amount of \$20,000. **Dependent life insurance is available on an employee-contribution basis. Additional life insurance may be purchased by the eligible employee.**

7.3. Retirement

As defined in NRS 286, the **City of Fernley** is considered a public City of Fernley and employees in positions considered to be half-time or more, according to the full-time work schedule for at least 120 consecutive workdays, are covered by the Public Employees Retirement System (PERS). Details are available in NRS 286.

Eligibility for membership in PERS for elected officials is covered in NRS 286.293.

Eligibility for membership in PERS for district judges, justices of the peace, and municipal judges is covered in NRS 1A.

7.4. Workers' Compensation

Employees are insured under the provisions of the State Workers' Compensation Act for occupational injuries and diseases that arise/arose out of and in the course of their employment. Employees are required to report all on-the-job accidents, injuries, or illness to their immediate supervisor as soon as reasonably possible or within 24 hours of the accident, injury, or illness. Employees are also required to complete the Form C-1 within seven days of the accident, injury, or illness regardless of whether medical attention was received.

The following provisions are adopted pursuant to and are intended to implement the requirements of NRS 281.390:

1. When an employee is eligible at the same time for benefits for temporary total disability under NRS 616A to 616D, inclusive, or NRS 617, and for any leave benefit s/he may, by giving notice to the supervisor or manager, elect to continue to receive his/her normal salary instead of the benefits under those statutes until his/her accrued sick leave, comp time, annual leave, or approved catastrophic leave (if any), in this order, is exhausted. The **City of Fernley** will notify the Workers' Compensation Administrator of the election. The **City of Fernley** will continue to pay the employee his/her normal salary, but charge against the employee's accrued leave time as taken during the pay period an amount which represents the difference between his/her normal salary and the amount of any benefit for temporary total disability received, exclusive of reimbursement or payment of medical or hospital expenses under NRS 616A to 616D, inclusive, or NRS 617 for that pay period.
2. When the employee's accrued leave time is exhausted, payment of his/her normal salary under subsection 1 must be discontinued and the **City of Fernley** will promptly notify the Workers' Compensation Administrator so that it may begin paying the benefits to which the employee is entitled directly to the employee.
3. An employee who declines to make the election provided in subsection 1 may use all or any part of the leave benefit normally payable to him/her while directly receiving benefits for temporary total disability under NRS 616A to 616D, inclusive, or NRS 617, but the amount of leave benefit paid to the employee for any pay period must not exceed the difference between his/her normal salary and the amount of any benefit received, exclusive of reimbursement or payment of medical or hospital expenses under those statutes for that pay period.
4. If the amount of the employee's leave benefit is reduced, pursuant to subsection 3, below the amount normally payable, the amount of leave time charged against the employee as taken during that pay period must be reduced in the same proportion.
5. An employee may decline to use any part of the leave benefit normally payable to him/her while receiving benefits under NRS 616A to 616D, inclusive, or NRS 617. During that period of time, the employee will be considered on leave of absence without pay.

7.5. Transitional Duty

7.5.1. Policy

The **City of Fernley** is committed to providing work, when possible, for employees who have been restricted by a treating health care provider due to a work-related injury or illness. Such work will be provided subject to availability. Work will be assigned according to the nature of the injury or illness and the limitations set forth by the treating health care provider. Every effort will be made to place employees within their own departments. If necessary, an employee will be placed wherever appropriate work is available.

7.5.2. Compensation

While on transitional duty, employees will continue to receive their regular rate of pay. Employees who are placed outside their department will continue to have their salary charged to their regular department.

7.5.3. Duration and Conditions of Transitional Duty

An employee on transitional duty must furnish a written update from the health care provider to the workers' compensation coordinator after each visit in order to remain in the reassigned job. Transitional duty assignments are limited to a period of 90 days, subject to review.

7.6. Deferred Compensation

Employees may defer a portion of their taxable income by participation in a deferred compensation plan as provided for in NRS 287.

Initial enrollment may be made at any time during the year for earnings beginning the first of the month following enrollment. Changes in contribution are governed by the terms and conditions of the particular plan.

Only income earned after the effective date of initial or increased participation can be deferred.

Prior to retirement, participants may withdraw the balance of their deferred compensation account only upon termination of employment. In the event of an unforeseeable emergency, the employee may withdraw a portion of the account needed to pay for the emergency. The IRS defines the conditions for and requires **City of Fernley** approval of early withdrawal on a hardship basis. The City Manager must review and approve all requests for early withdrawal.

7.7. Educational Assistance

The **City of Fernley**, subject to availability of budgeted funds, may provide educational assistance for tuition and/or fees, other than books, for career-related education. The following qualifications must be met:

1. Employees must be in a regular full-time status.

2. The course must be taken from an accredited institution of higher learning or a **City of Fernley**-approved adult education class.
3. The course must be job-related or be required for a degree that is job-related. An employee must request approval for educational assistance from his/her supervisor or manager. Upon approval by the supervisor or manager, the request will be forwarded for review and approval by the Department Head. If approved by the Department Head the request for payment will be forwarded to the City Manager for final approval. Such approval may be conditioned upon meeting commitments for continuing employment and/or job-related conditions. Employees who do not complete the course with a notice of "satisfactory" or grade of "C" or better, or who voluntarily terminate their employment within six months of receiving educational assistance must reimburse the **City of Fernley** for the full amount of the assistance provided.

7.8. Related Forms

- Transitional Duty Letter
- Workers' Compensation Benefits Leave Option Form

8. TRAVEL EXPENSES

8.1. Policy

Employees will be reimbursed for reasonable travel expenses which are required for the performance of their assigned duties, and which are appropriately authorized.

To obtain reimbursement, employees must submit an expense report on a proper claim form and substantiate the amounts claimed as required below.

Reimbursement shall be made only for expenses actually incurred, paid, and authorized under this policy and procedure.

8.2. Allowances

8.2.1. Mileage

The **City of Fernley** will attempt to make a vehicle available to employees to use for official travel. If there are no **City of Fernley** vehicles available and the employee must use a personal vehicle, mileage will be reimbursed at the per mile rate set by the Internal Revenue Service (IRS). If an employee drives a personal vehicle when commercial air travel would be more efficient, the mileage reimbursement will be limited to the cost of the airfare. Employees using a personal vehicle for official travel must have proof of current registration and insurance for that vehicle.

8.2.2. Lodging

Moderate cost lodging should be pre-arranged at a location nearest to the meeting/training site as possible. Reimbursement will be based on the cost of a single room if available. A receipt is required for reimbursement of incurred lodging expenses.

8.2.3. Meals

1. The cost of meals shall be reimbursed as follows, in an amount not to exceed the standard Government Services Administrative rate. Up to a 15% gratuity is allowable.
2. If the cost of meals purchased exceeds these allowances, the employee may apply to the City Manager for a variance on the allowances by submitting such request with the original receipts and an explanation for the expenditures.
3. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of breakfast only if s/he is required to leave his/her normal work location prior to 6 am and return to such location after 10 am.
4. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of lunch only if s/he is required to leave his/her normal work location prior to 10 am and return to such location after 3 pm.
5. Except as provided in item 6 below, an employee shall be entitled to reimbursement for the cost of dinner only if s/he is required to leave his/her normal work location prior to 4 pm and return to such location after 8 pm.
6. No reimbursement shall be allowed for any meal which is provided or made available to an employee as part of the cost of a meeting, class, or other function, regardless of

whether the employee partakes of the provided meal or purchases his/her meal elsewhere.

8.2.4. Other Expenses

Necessary business telephone calls, parking charges, and/or ground transportation will be reimbursed.

8.2.5. Unallowable Expenses

1. The **City of Fernley** does not reimburse for fines and parking tickets, towing or impounding fees, traffic violations, alcoholic beverages, personal entertainment, tobacco, or expenses unrelated to the business purpose of the travel as determined by the City Manager.
2. The **City of Fernley** discourages combining personal travel with business travel due to the public's perception regarding use of **City of Fernley** funds. Employees must clearly disclose any personal travel and/or annual leave to be taken in conjunction with **City of Fernley** travel. An employee's family may accompany the employee on **City of Fernley** business, provided travel is not in a **City of Fernley** vehicle. The **City of Fernley** will not, however, pay any additional expenses so incurred.

8.3. Processing

8.3.1. Claims

All claims with required receipts for travel expenses are to be submitted to the Department Head for approval by the City Manager within ten (10) days following the trip.

8.3.2. Advances

Employees may request an advance to cover anticipated expenses of at least \$50.00. This request must be made not more than three weeks nor less than one week before departure. When advanced funds have been provided, all unused funds must be returned with a claim form submitted to the City Manager within five working days following any trip.

8.4. Related Forms: NONE

9. EMPLOYEE SEPARATION

9.1. Resignation

9.1.1. Notice

Employees are requested to provide at least two weeks' notice, in writing, to their supervisor or manager of their intent to resign their employment. At the sole discretion of the **City of Fernley**, an employee may withdraw a resignation at any time prior to its effective date. An employee's failure to give appropriate notice when resigning may constitute cause for denying re-employment with the **City of Fernley**.

9.1.2. Return of City of Fernley Property

When resigning or being terminated, an employee must return all **City of Fernley** property including clothing, keys, credit cards, employee ID, tools, equipment, and other items of value prior to the last day of employment.

9.1.3. Job Abandonment

The **City of Fernley** may consider employees who are absent from work without approved leave for a period of three consecutive work days to have abandoned their position and, thus, to have resigned. An employee who has completed his/her introductory period and contacts the **City of Fernley** within those three workdays of the first absence may be provided an opportunity to explain his/her absences prior to the **City of Fernley** finalizing the separation.

9.1.4. Final Paycheck

The City of Fernley shall issue a paycheck by the next payroll following the effective date of resignation or separation.

9.2. Layoffs

The **City of Fernley** may lay off employees because of lack of work; lack of funds; material change in duties or organization; or in the interests of economy, efficiency; or for other appropriate causes, as determined by the **City of Fernley**. In cases where the application of this policy conflicts with a collective bargaining agreement that is in effect between a recognized employee association and the **City of Fernley**, the provisions of the collective bargaining agreement shall govern.

An employee hired for a project of limited duration (e.g., grant funded) will not be afforded rights relative to layoff at the end of the funding period unless, at the time of hire, the **City of Fernley** elected to grant layoff rights to the employee.

9.2.1. Alternatives to Layoff

Whenever a layoff is anticipated, the **City of Fernley** will notify employees whose jobs may be affected and explain all available options to them. The **City of Fernley** will make reasonable efforts to integrate affected employees into other available positions. The **City of**

Fernley may also utilize options in lieu of layoffs where feasible such as part-time work schedules, reduction in work hours, job sharing, or reductions in class or pay.

9.2.2. Order of Layoffs

The order of layoffs among employees in the same class within a department will be as follows: employees serving an introductory period will be considered first, and then all other employees will be considered.

1. If the City determines that it is necessary to reduce the work force, the City shall determine whether layoffs shall be implemented on a City-wide basis; or in one or more departments, work groups, or job classifications. When the scope of the layoff is determined, affected employees shall be selected for layoff based on merit and length of City service. The factors to be considered in selecting which employees will be laid off include, but are not limited to, prior performance, productivity, efficiency, qualifications, attitude, attendance, punctuality, and length of service. If the City determines that general performance and other factors are essentially equal between two or more employees to be affected by the layoff, length of service with the City shall determine which employee or employees will be retained.
2. Part-time, seasonal and introductory employees of the affected department shall be laid off before any regular employees. Non-introductory employees due to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date. A copy of the notice shall be provided to the union.
3. Upon being laid off, an employee with City Manager, or designee, approval may elect to transfer or demote to any available position within the City for which the employee possesses the qualifications and ability to perform the work.
4. The names of regular employees laid off shall be placed on the reemployment list within the department. Qualifications, length of service, and ability to perform the work shall be the determining factors for returning to work. The city will notify all laid off employees of all City job vacancies.
5. Employees who are re-employed within one (1) calendar year after they are laid off will be entitled to the reinstatement of accrued and unused sick leave remaining to their credit at the time of their layoff.
6. The City and the Union, if applicable, shall discuss alternatives to any layoff, including reduced workweek, leaves of absence, voluntary layoff, and/or other issues that may minimize mandatory layoffs. The term "discuss" shall not require the City to negotiate alternatives to layoff with the Union.

9.2.3. Designation of Employees to be Laid Off

In the event of a layoff, the Human Resource Manager shall provide the City Manager a list designating the class, position, and names of employees to be laid off. The Human Resource Manager shall be responsible for providing the rationale for selecting particular employees

within the same job class for layoff. The City Manager shall review the list for conformance to **City of Fernley** policy.

9.2.4. Layoff Notice

Upon confirmation of the layoff list, the City Manager shall provide each affected employee with a written notice of layoff. Such written notice of the layoff shall either be delivered in person or ~~mailed~~ sent by certified mail, return receipt requested, to the current address on record or via email utilizing the read receipt function to the affected employees at least 14 days prior to the expected date of layoff.

9.2.5. Reinstatement

Persons who have been laid off shall be placed on one or more reinstatement lists. All employees laid off from positions in the same class shall be placed on a single reinstatement list without regard to department. A laid-off employee may request and receive placement on a reinstatement list for any job class in which s/he previously held post-introductory status. When a vacancy occurs in the same job class for which a reinstatement list exists, the City Manager shall fill the vacancy using the appropriate reinstatement list.

9.2.6. Reinstatement Process

The most recently laid-off employee on the applicable reinstatement list who is qualified for the position and is willing to accept employment in the class and department where a vacancy exists shall be reinstated. The City Manager may select the most appropriately qualified employee based upon the same considerations described under *Order of Layoffs* section. An employee reinstated to a position in the same class and department as held prior to the layoff will not be required to serve an additional introductory period, provided the required introductory period had been served prior to layoff.

9.2.7. Duration of Reinstatement List

The names of persons laid off shall be maintained on a reinstatement list for one year from the date of layoff. Persons on this list who are hired in positions in the same or (should they apply for and be selected for a vacancy) higher class from which they were laid off shall, upon such hire, be removed from the reinstatement list. An employee who refuses reinstatement to the same position from which the layoff occurred shall be removed from the reinstatement list. Persons reinstated to a position in a lower class from which they were laid off or called to work as a casual worker shall remain on the reinstatement list for the designated period of time the reinstatement list is active.

9.3. Related Forms

- Employee Separation Checklist

10. PERFORMANCE MANAGEMENT

10.1. Statement

The **City of Fernley** performance management system is designed to be a formal, objective, consistent, and ongoing process to assess the on-the-job effectiveness of each employee by communicating to the employee his/her status and the objectives and standards of performance which s/he is expected to achieve. The **City of Fernley** views performance management as an ongoing process that focuses on the future and continued improvement.

10.1.1. Purpose

The performance management process exists to ensure timely and periodic two-way communication between employees and supervisors regarding job performance. This process is designed to:

1. Clarify the **City of Fernley** goals and link them to performance expectations.
2. Assist employees in reaching their full potential by identifying training needs and developing specific plans for continual improvement.
3. Identify and document performance achievements and deficiencies.
4. Provide ongoing opportunities for supervisors to coach and encourage personal development and improved job performance.

10.1.2. Ongoing Communication Regarding Performance

It is the policy of the **City of Fernley** and the responsibility of each supervisor to routinely provide employees with accurate, constructive feedback regarding job performance expectations, accomplishments, deficiencies, and opportunities for growth. Recognizing that periodic formal performance evaluations cannot take the place of ongoing communication and feedback, the **City of Fernley** encourages frequent, ongoing discussions of job performance and expectations between employees and supervisors. Performance evaluations, whether formal or informal, do not create a contract or other right to continued employment.

10.1.3. Frequency of Performance Evaluations

Formal performance evaluations are to be conducted a minimum of once a year. Additionally, supervisors shall conduct formal evaluations at the following times:

1. For new employees, no later than five months after initial hire and at 11 months after hire.
2. Six months following transfer to a new position within the same class.
3. When there is a significant change (either improvement or deterioration) in performance or behavior affecting the job.
4. Within three months following an evaluation documenting that the employee's performance needs substantial improvement. (The **City of Fernley** encourages frequent, ongoing meetings between the employee and supervisor.)

5. At any other more frequent interval as the supervisor deems appropriate. In addition, informal performance communications (feedback) should occur routinely and regularly throughout an evaluation cycle.

10.1.4. Written Record

Performance evaluations should not be considered as discipline. Supervisors will conduct evaluations in a private meeting with the employee. Formal evaluations will be in writing, utilizing the approved performance evaluation form. All information on the form shall be consistent with the information communicated verbally during the performance evaluation meeting with the employee. Employees will be allowed an opportunity to comment on the evaluation, sign the forms, and receive a copy. A copy of the evaluation, along with any written comments by the employee, will be placed in the employee's personnel file.

10.1.5. Personnel Actions Resulting from Performance Evaluations

Personnel actions, whether positive or adverse, are based on an assessment of the overall performance and behavior of the employee, rather than on a single performance evaluation.

Substandard performance or violation of a policy or procedure which necessitates disciplinary action is not part of the performance evaluation process and will be addressed as provided in the *Disciplinary Actions and Appeals* section of these policies.

10.1.6. Employee Involvement

The **City of Fernley** strongly encourages employee participation in the performance evaluation process. Opportunities for participation include the following:

1. Supervisors providing employees with an opportunity to present a self-evaluation which the supervisor may then consider prior to and discuss during the evaluation meeting.
2. Discussions between the supervisor and the employee for the purpose of establishing performance expectations or goals for the next evaluation period.
3. If requested by the employee, a discussion with the next level supervisor to review any disagreements over a performance evaluation.

10.2. Procedure

10.2.1. Steps in the Performance Evaluation Process

As part of the performance evaluation process, supervisors will:

1. Establish and communicate a written performance plan at the beginning of the evaluation period which states expectations the employee must meet.
2. Review notes taken on the employee's performance since the last formal evaluation and the employee's self-evaluation, if provided.
3. Complete a performance evaluation form comparing the employee's actual performance with the established performance expectations and standards.
4. Schedule a meeting with the employee.
5. During the evaluation meeting:

- a. Use specific examples to provide a candid, objective, constructive, and complete description of how the employee performed during the evaluation period. Discuss both the “what’s” and “how’s” of the employee’s performance, strategies for improvement, and the employee’s own goals for personal growth.
- b. Jointly establish new performance expectations and goals for the next performance evaluation period.
- c. Obtain appropriate signatures and employee comments.
- d. Review any areas of disagreement. If the employee does not agree with all or part of the performance evaluation, s/he should be referred to the next level manager or to the process in their collective bargaining agreement.
- e. Continue to monitor performance, providing feedback, as well as coaching and counseling, throughout the evaluation cycle.

10.2.2. Documentation of Performance Evaluations

Supervisors must use the **City of Fernley** approved performance evaluation form and ensure that the completed and signed form becomes a permanent record in the employee’s personnel file.

10.3. Related Forms

- Employee Performance Review
- Let’s T.A.L.K.® Preparation Form
- SMART Goals Form

11. DISCIPLINARY ACTIONS AND APPEALS

11.1. Discipline and Appeal

11.1.1. Justification for Discipline

Disciplinary action, up to and including termination, may be taken against an employee for unsatisfactory performance or for misconduct including, but not limited to, the following:

1. Conduct unbecoming an employee in the **City of Fernley** service, or discourteous treatment of members of the public or a fellow employee, or any other act of omission or commission that impacts negatively on the public's perception of the integrity or credibility of the **City of Fernley** or erodes the public confidence in the **City of Fernley**.
2. Falsification of or making a material omission on forms, records, or reports including applications, timecards, and other **City of Fernley** records.
3. Absence from work without permission or without notification to an appropriate supervisor/manager, habitual absence or tardiness, or misuse of sick leave.
4. Unauthorized possession, removal, or use of the **City of Fernley** property including, but not limited to, funds, records, keys, confidential information of any kind, equipment, supplies, or any other materials.
5. Insubordination, refusing to follow directions, or other unprofessional conduct directed toward a supervisor/manager.
6. Harassment, **bullying**, or other prohibited behavior directed toward another employee, member of the public, vendor, or anyone doing business with the **City of Fernley**, or anyone present on premises owned or controlled by the **City of Fernley**.
7. Actual or threatened physical violence including, but not limited to, intimidation, overt or subtle threats, harassment, stalking, or any form of coercion, except as may be required of a peace officer in the course of his/her duties.
8. Possession or inappropriate use of drugs prohibited substances, or alcohol on property owned or controlled by the **City of Fernley** or while on duty or during an on-call status.*
9. Possession, bringing, or aiding others in bringing unauthorized firearms, weapons, hazardous biological material or chemicals, or other dangerous substances onto property owned or controlled by the **City of Fernley**.*
10. Violation of safety or health policies or practices or engaging in conduct that creates a safety or health hazard to other employees, the public, vendors, or him/herself.
11. Dishonesty, including intentionally or negligently providing false information, intentionally falsifying records, employment applications, or other documents.
12. Violating or failing to comply with federal, state, or local law or the **City of Fernley** policies, rules, regulations, and/or procedures.
13. Unsatisfactory work performance.
14. Negligent action resulting in loss, damage or destruction to the City of Fernley, resident, or other employee's property; or causing substantial rework; or causing bodily harm.

**Except as may be required of a peace officer in the course of assigned duties.*

11.1.2. Forms of Disciplinary Action

Disciplinary action includes, but is not limited to, one or more of the following:

1. **Documented** verbal warning
2. Written reprimand
3. Suspension* (See note below)
4. Pay reduction* (See note below)
5. Demotion (See NRS 62G.060 for juvenile court employees)
6. Termination (Reference: Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Towns and NRS 62G.060 for juvenile court employees)

Employees' signed copies of the above items 1-6 must be placed in employees' master personnel file, and a copy provided to employees.

***Note:** Exempt employees are subject to the following rules regarding disciplinary pay reductions and unpaid suspensions:

- Pay reductions imposed as a penalty may only be made in cases of violations of safety rules of major significance, including those rules related to the prevention of serious danger in the workplace or to other employees. An example would be violating a rule that prohibits smoking around flammable material. Deductions can be made in any amount.
- Unpaid suspensions may be imposed for infractions of workplace conduct rules, such as rules prohibiting sexual harassment, workplace violence, drug or alcohol use, or for violating state or federal laws. The suspension must be for serious misconduct, not for performance issues. Suspensions must be in full-day increments and must be imposed pursuant to a written policy applicable to all employees.
- Suspensions for performance issues must be made in full-week increments.

11.1.3. Due Process

Prior to taking disciplinary action involving suspension, reduction in pay, demotion, or termination against any regular employee, the **City of Fernley** will take action intended to ensure that the employee is afforded due process. Due process in regard to employment-related disciplinary action includes, among other actions, making certain the employee is provided notice of the reason for the disciplinary action and is given the opportunity to provide a response to the proposed disciplinary action prior to an appropriate supervisor making a final decision regarding the disciplinary action. Employees who are covered by collective bargaining unit may exercise their rights under either this policy or applicable collective bargaining contract, but not both.

1. Written Notice

In situations where the proposed disciplinary action involves a suspension, a reduction in pay, a demotion, and/or termination, written notice of the proposed disciplinary action will be hand-delivered or sent certified mail to the employee. The notice will include the following information:

- The nature of the disciplinary action proposed;
- The effective date of the proposed disciplinary action;
- A statement of the proposed disciplinary action with documentation, statements, and/or other evidence supporting the proposed disciplinary action;
- A statement advising the employee of his/her right to file a written response, or to submit a written request for a pre-disciplinary conference with the Department Head within five work days of receipt of the notice of proposed disciplinary action; and
- A statement that the employee's failure to file a written response or request a pre-disciplinary conference in a timely manner, or to appear at the pre-disciplinary conference after requesting such, will constitute a forfeiture of the employee's rights to any further appeal **unless otherwise provided by law**. (Reference: *Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Towns* section).

2. Employee Review

If the employee requests, s/he will be given the opportunity, as soon as practical, to review the documents or other evidence, if any (except for confidential and privileged documents), on which the proposed disciplinary action is based. If the employee requests, the **City of Fernley** will provide a copy of the documents used to support the proposed disciplinary action, including names of witnesses.

3. Conference Prior to Implementation

When the employee requests a conference after receipt of the proposed disciplinary process, but prior to any disciplinary action being imposed, the Department Head will schedule a meeting with the employee and his/her representative (if the employee requests a representative be present) in a timely manner to review the reason for and basis of the proposed disciplinary action. At this conference, the employee will also be provided with an opportunity to present relevant information which may impact the nature or severity of the proposed disciplinary action.

4. Implementation of Discipline

No later than five work days from receipt of the employee's written response or conclusion of the pre-disciplinary conference, the Department Head will issue a written decision to the affected employee. The written decision will inform the employee that:

- The proposed disciplinary action will be implemented; or
- The proposed disciplinary action will be modified, with an explanation; or
- The proposed disciplinary action is rescinded, with an explanation.

5. Appeal

- The affected employee may appeal the disciplinary action to the City Manager by filing a written appeal with the Human Resource Manager within five work days of the date of receipt of written notification of the disciplinary action. The written appeal must state the basis of the appeal and contain a specific admission or denial of each of the material statements in the decision. If an employee fails to file a written appeal conforming to these requirements within the prescribed time limit, s/he is deemed to have waived the right to appeal **unless otherwise provided by law**. (Reference: *Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Towns*)
- After an employee has submitted a timely appeal to the Human Resource Manager a date will be set for a disciplinary appeal hearing. At such hearing, the employee will have the right to be represented by an attorney or other representative retained by the employee, to present evidence and argument in response to the disciplinary action, and to question and cross-examine adverse witnesses. The hearing may be conducted informally without conforming to the formal rules of evidence and such informality of the hearing process shall not invalidate the decision rendered. The City Manager will issue to the parties a decision following such hearing within five work days. The decision of the City Manager is final and may only be appealed as provided for in a collective bargaining agreement if applicable, and/or as provided under NRS 245.065 (Counties) or NRS 268.405 (Cities) or NRS 269.083 (Unincorporated Towns).

*If the final decision-maker served or could have served as a witness in the behavior/conduct leading up to the intended disciplinary action, or otherwise has a conflict related to the situation, an alternative decision-maker who does not come under the authority of the final decision-maker will be selected in collaboration with the **City of Fernley** legal counsel and/or his/her designee which may include outside legal counsel retained by the City of Fernley. The alternative decision-maker will be a person who is a functional equivalent for the decision-maker, but who does not otherwise have a conflict, whether perceived or actual. The selection of the alternative decision maker is final, and appeals will not be allowed.

11.1.4. Public Hearing for Dismissed Employees of Counties, Cities and Incorporated Towns, and Unincorporated Towns

Statutes for counties (NRS 245.065), cities and incorporated towns (NRS 268.405), and unincorporated towns (NRS 269.083) provide for a public hearing for a dismissed employee other than a department head, city/county manager or city/county administrator who has been employed for 12 months or more. Such dismissed employee is not required to utilize an established pre-disciplinary conference and appeal process before requesting a public hearing. The employee may request a written statement specifically setting forth the reasons for the dismissal within 15 days of the date of dismissal and the **City of Fernley** shall furnish the statement within 15 days after the request is received. The employee must request in writing the public hearing within 30 days of receipt of written notification of dismissal. The public hearing will occur within 15 days of receipt of such request.

11.1.5. Administrative Leave During Disciplinary Proceeding

By notifying the employee in writing, the **City of Fernley** may place an employee on administrative leave, with or without pay pending an investigation of alleged misconduct or performance deficiencies, prior to or during a disciplinary proceeding, or during the review of the employee's response to a proposed disciplinary action. The notice of administrative leave will include a statement that the leave is not a disciplinary action. An employee placed on administrative leave without pay who is later reinstated without punitive disciplinary action being imposed will be reimbursed for any pay lost during the administrative leave.

11.2. Related Forms

- Intent to Discipline Form
- Sample Last Chance Agreement – Performance and Behavior
- Sample Last Chance Agreement – Drugs and Alcohol
- Verbal Written Warning Form
- Written Reprimand Form

12. DISPUTE RESOLUTION

12.1. Definition of Dispute

Subject to the exclusions listed below, a dispute is any disagreement between the **City of Fernley** and an employee pertaining to the application of the **City of Fernley** personnel policies, or an allegation by an employee that the **City of Fernley** has failed to provide a condition of employment established by the **City of Fernley**. The term “dispute,” as used herein, shall exclude the following:

1. Disciplinary action.
2. Complaints for which the **City of Fernley** provides an alternate dispute resolution process.
3. Any impasse or dispute in collective bargaining negotiations.
4. Any matter within the scope of representation for employees in a recognized bargaining unit.
5. Any matter which may be or has been grieved under an applicable collective bargaining agreement.
6. Termination of an introductory employee.
7. Termination of an at-will employee.

12.2. No Retaliation

The **City of Fernley** shall not restrain, coerce, retaliate, interfere with, or discriminate against any employee based on the employee’s use of the dispute resolution process.

12.3. Time Limits

1. The time limits set forth herein are essential to the dispute resolution process and shall be strictly observed. The time limits may be extended by written agreement, signed by the employee and the **City of Fernley**.
2. If, at any stage of the dispute resolution process, the employee is dissatisfied with the decision rendered, the employee shall be responsible for submitting the dispute to the next designated level within the delineated time limits. If the employee fails to submit the dispute to the next designated level within the time limits imposed, the dispute resolution process shall be considered terminated, the dispute shall be considered settled on the basis of the last decision, and the dispute shall not qualify for further appeal or reconsideration.
3. If the appropriate **City of Fernley** representative fails to respond within the time limits specified, the employee has the right to proceed to the next step within the prescribed time limits. Any such failure by a **City of Fernley** representative shall not constitute an admission of the validity of the dispute.

12.4. Dispute Resolution Process

12.4.1. Step 1. Discussion with Immediate Supervisor

1. The employee shall first discuss the dispute informally with the immediate supervisor. The discussion shall be held within ten work days of the action causing the dispute or of the date the action reasonably could have been expected to be known to the employee. In no event shall any dispute be accepted for consideration more than six months from the date of the initial occurrence causing the dispute, regardless of the date the action became known to the employee (except as otherwise provided by law).
2. The immediate supervisor shall verbally respond to the employee within ten work days of the informal discussion between the employee and supervisor. Additionally, the immediate supervisor must document the verbal response.

12.4.2. Step 2. Formal Written Notice of Dispute

1. In the event the employee believes the dispute has not been satisfactorily resolved at Step 1, the employee may submit the dispute, in writing, to the Department Head within five work days after receipt of the immediate supervisor's verbal response. The employee shall file one copy with the Human Resource Manager. If the written notice of dispute is not presented within the time limits provided herein, it shall be waived. The written notice of dispute shall:
 - Fully describe the dispute and how the employee was adversely affected.
 - Set forth the section(s) of the written policy or rule allegedly violated and state the specific nature of the violation.
 - Indicate the date(s) of the incident(s).
 - Specify the remedy or solution to the dispute sought by the employee.
 - Identify the employee and be signed by the employee.
 - Identify the person, if any, chosen by the employee to be his/her representative.
2. No modifications in the alleged basic violation shall be made subsequent to the filing of a dispute, unless mutually agreed to by both the **City of Fernley** and the employee. However, corrections in citations can be made at any time by the employee or the employee's representative.
3. The Department Head shall meet with the employee to discuss the dispute and shall deliver a written decision to the employee within ten work days of the meeting outlining the reasons behind the decision.
4. Any dispute resolved at this step shall be subject to the review and confirmation of the City Manager before the resolution is effective. Such review will occur within 14 work days and the confirmation shall be final and binding.

12.5. Related Forms: NONE

13. DEFINITION OF TERMS

The terms used in these policies shall have the meanings defined below:

ADA Coordinator: Person designated by the **City of Fernley** to investigate and facilitate the prompt and equitable resolution of complaints filed by qualified persons with disabilities.

Administrative Leave: Authorized leave for administrative purposes, such as for conducting an investigation which may be with or without pay, at the option of the **City of Fernley**.

Adulterated Specimens: A specimen is considered adulterated if it contains a substance that is not a normal constituent or contains an endogenous substance at a concentration that is not a normal physiological concentration.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

Alcohol Use: The drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.

Allocation: The assignment of a single position to its proper classification on the basis of the duties performed and responsibility assigned.

Anniversary Date: The date the employee is hired, appointed, promoted, reclassified, or reallocated (as defined below) upward. This is the date an employee becomes eligible for consideration for a salary increase. The anniversary date may be adjusted as specifically provided elsewhere in the personnel policies. (Note special provisions regarding military leave.)

Annual Wage Increase: (to include but not limited to step, salary or GWI – general wage increase) will be determined based upon budgetary resources and compliance with the current negotiated collective bargaining agreement.

Applicant: A person, including a current employee, who is applying for any position with the **City of Fernley**. (May also be referred to as “candidate”)

Appointing Authority/City of Fernley: The governing board, any elected official, or appointed official acting under the expressed authority of the governing board.

Appointment: The offer of and acceptance by a person to a position in accordance with the provisions of this manual.

At-will: Employment status wherein the employee may be terminated at any time, with or without cause. An employee in an at-will status has neither a property right nor an expectation of continued employment with the **City of Fernley** and is not covered by the provisions of the discipline, layoff, or dispute resolution sections of these personnel policies.

Authentication: For purposes of FMLA, providing the health care provider with a copy of the medical certification and requesting verification that the information contained on the

certification form was completed and/or authorized by the health care provider who signed the document; no additional medical information may be requested.

Board: The governing body of the **City of Fernley**.

Casual Worker: An employee hired on an as-needed basis, either as a replacement for employees who are out on short- and long-term absences or to meet **City of Fernley** additional staffing needs during peak business periods.

A casual worker has neither a property right nor an expectation of continued employment with the **City of Fernley** and is not covered by the provisions of the hiring, layoff, or dispute resolution sections of these personnel policies.

Child: (Son or daughter) a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in Loco Parentis. For purposes of FMLA, a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in Loco Parentis; leave to care for a child with a serious health condition is limited to a child who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability”; exigency leave and caregiver leave applies to a child of any age.

City of Fernley Premises: All **City of Fernley** property and facilities, the surrounding grounds and parking lots, leased space, **City of Fernley** equipment/vehicles, offices, desks, cabinets, closets, etc., and any other property owned by the **City of Fernley**.

Clarification: For purposes of FMLA, contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of a response.

Class: A group of like positions assigned to the same title and pay grade based on similar duties and responsibilities and minimum qualifications. A class may only have one position allocated to it if there are no similar positions within the organization.

Class Series: Two or more classes which are similar as to the fundamental type of work, but which differ as to degree of responsibility and difficulty, and which have been arrayed in a progression of level of responsibility and complexity of duties.

Class Specification: A description of the essential characteristics of a job class, and the factors and conditions that make it unique from other classes, described in terms of duties, responsibilities, and qualifications.

Compensatory Time Off: Time off granted to an employee in lieu of monetary payment for overtime worked.

Contraband: Any item such as illegal drugs, prohibited substances, drug paraphernalia, or other related items whose possession is prohibited by policy.

Conflicting Employment: Outside employment that interferes with the employee’s ability to perform his/her assigned job.

Consumer Reports: Any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living,

which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for: (A) credit or insurance to be used primarily for personal, family, or household purposes; (B) employment purposes; or (C) any other purpose authorized under 15 U.S.C. 1681a.

Conviction: A finding of guilt, including a plea of no contest or imposition of sentence or both, by any judicial body charged with the responsibility to determine violations of federal or state laws.

Corrective Action: Action taken to improve unacceptable behavior or performance; correction action may include coaching sessions, counseling sessions, training, and disciplinary actions including verbal warnings, written reprimands, suspensions, demotions, pay reductions, and discharge.

Date of Hire/Hire Date: The actual date an employee first renders paid service in a regular position.

Day: Calendar days unless work days are specified.

Demotion: Involuntary movement of an employee from one job class to another job class having a lower maximum base rate of pay, as a result of disciplinary action.

Department Head/Department Manager: An elected official or appointed official who is directly responsible to the City Manager or City Council, for overall administration of an office or department of the **City of Fernley**.

Diluted Specimens: Diluted specimens have creatinine and specific gravity values that are lower than expected for human urine as determined by U.S. Department of Health and Human Services.

Disability-Related Inquiry: A question (or series of questions) likely to elicit information about a disability. Generally, disability-related inquiries are not allowed during the hiring process. Examples of disability-related inquiries not permitted include:

- Asking whether the employee/applicant currently has or has ever had a disability, how s/he became disabled, or inquiring about the nature or severity of an employee's/applicant's disability;
- Asking an employee/applicant a broad question about his/her impairments that is likely to elicit information about a disability;
- Asking an employee/applicant whether s/he is currently taking any prescription drugs or medication;
- Asking about an employee's/applicant's genetic information;
- Asking about an applicant's prior workers' compensation history; and
- Asking an employee's/applicant's coworker, family member, health care provider, or other person about the employee's/applicant's disability.

Discharge: Termination, separation, dismissal, or removal from employment for cause.

Discipline/Disciplinary Action: A formal form of corrective action to improve unacceptable behavior or performance; discipline may include verbal warnings, written

reprimands, suspension (generally without pay), involuntary demotion, reduction in pay, or discharge.

Discrimination: Employment decisions or actions which are inappropriately taken because of the applicant's or employee's protected class membership.

Dispute: Any disagreement between the **City of Fernley** and an employee pertaining to the application of the **City of Fernley** personnel policies, or an allegation by an employee that the **City of Fernley** has failed to provide a condition of employment established by the **City of Fernley** compensation plan.

Domestic Partner: Persons who are registered as domestic partners with the state of Nevada per NRS 122A.200 or have a legal union validly formed in another jurisdiction that is substantially equivalent.

Drug Test: A test to determine the presence of illegal drugs/prohibited substances or their metabolites that includes specimen collection and testing by a U.S. Department of Health and Human Services (DHHS)-certified laboratory. Both a screening test and a confirmation test must be used to establish a positive test result.

Eligible List: A list of names of persons who have satisfactorily completed an examination for a position and are qualified for employment.

Employee: A person employed in a budgeted position on a full- or part-time basis. For purposes of those sections of these policies covering discipline, hiring, layoff, and dispute resolution; the term employee excludes elected officials, department heads, at-will employees, contracted employees, casual/temporary/seasonal workers, and others specified in Personnel Policies and other key positions. Elected officials are further excluded from policies for which there are specific provisions provided in federal, state, and local laws, charters, resolutions, and ordinances.

Regular Full-time Employee: A person who has successfully completed an initial introductory period in a regular budgeted position with a normally scheduled workweek of at least 40 hours.

Regular Part-Time Employee: A person who has successfully completed an initial introductory period in a regular budgeted position which requires a minimum number of hours per week (typically 20 hours), but less than full-time employment.

Introductory Employee: A person who serves in an at-will status for a specified period of time during which s/he is evaluated by the **City of Fernley** to ensure that s/he has demonstrated fitness for a position by actually performing the duties of the position.

Equal Employment Opportunity (EEO) Officer: The staff member assigned the responsibility and authority to receive, investigate, and resolve complaints of alleged discrimination/harassment. This individual also has the responsibility to provide training to the **City of Fernley** and assure appropriate notices are posted.

Essential Function: A fundamental job duty of the position held or desired. A function is essential if the job exists to perform that function, a limited number of other employees are

available to perform the function, or the function requires special skill or expertise. (Marginal functions associated with any job should not be considered essential functions.)

Examination/Test: Any measure, combination of measures, or procedures used as a basis for any employment decision. Examinations include the full range of assessment techniques from traditional paper and pencil tests, performance tests, assessment centers, introductory periods, and evaluation of physical, educational, and work experience qualifications through informal interviews and scored application forms. Open examinations are open to all applicants, internal and external. Promotional examinations are open only to selected categories of employees of the **City of Fernley**.

Exempt Employee: An employee who is exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act. (Such determination is made on the basis of duties and responsibilities performed and the method of pay computation.)

Non-Exempt Employee: An employee who is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act.

Full-Time: Work which requires hours of work as established by the **City of Fernley** as full time. A full-time employee is regularly scheduled to work a normal workweek of 40 hours.

Note: For the purpose of determining eligibility for benefits and layoff, collective bargaining agreements may provide alternate definitions of full time.

Grade: The designation of a salary range for a class. (See Pay Range.)

Illegal Drugs: Any controlled substance or drug under Federal or Nevada law, which is illegal to sell, possess, cultivate, transfer, use, purchase, or distribute.

Incomplete or Insufficient Certification: For purposes of FMLA, a medical certification is considered incomplete if the **City of Fernley** receives a certification, but one or more of the applicable entries have not been completed. A medical certification is considered insufficient if the **City of Fernley** receives a complete certification, but the information provided is vague, ambiguous, or non-responsive.

In Loco Parentis: For purposes of the FMLA, a relationship in which a person has put him/herself in the situation of a parent by assuming and discharging the obligations of a parent to a child, with whom he or she has no legal or biological connection, including day-to-day responsibilities to care for or financially support a child.

Introductory Period: A trial or working test period which is an integral part of the examination and selection process during which an employee serves in an at-will status and is required to demonstrate fitness for the position for which s/he was hired by actually performing the duties of the position.

Invalid Specimens: An invalid specimen is one that contains an unidentified adulterant, contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.

Key Employee: A salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the **City of Fernley** within 75 miles of the employee's worksite.

Layoff: A separation from the **City of Fernley** service because of a shortage of funds, lack of work, abolishment of a position, reorganization, or for other reasons not reflecting discredit on an employee and for reasons outside of the employee's control.

Leave Without Pay: Authorized leave in a non-paid status.

Legal Drugs: Prescription drugs and over-the-counter drugs that have been legally obtained and are being used in the manner, combination, and quantity for which they were prescribed or manufactured.

Length of Service: Length of service with the City shall start on the date of employment and consist of the entire length of employment. Length of service will be broken when (a.) an employee is discharged for cause; (b.) an employee voluntarily terminates employment; (c.) an employee is laid off due to lack of work; (d.) if an employee has an approved Leave of Absence (non-paid), the length of time associated with such leave shall be deducted from the employee's total length of service. Length of service shall be inclusive of the original hire dates with the City prior to 7/1/2000.

Major Life Activities: For the purposes of the ADA, functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, concentrating, thinking, communicating, reading, sitting, reaching, interacting with others, working, and the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, genitourinary, cardiovascular, hemic, lymphatic, musculoskeletal, respiratory, circulatory, endocrine, and reproductive functions.

Manager: An employee, or an elected official who has been authorized to select, train, schedule, and evaluate the work of other employees, and to make decisions or effectively recommend actions related to the hiring, evaluation, and discipline of assigned employees. This person may also serve as the department head.

Medical Examination: A procedure or test usually given by a health care professional or in a medical setting that seeks information about an individual's physical or mental impairments or health. Medical examinations include, but are not limited to:

- Vision tests conducted and analyzed by an ophthalmologist or optometrist;
- Blood, urine, and breath analyses to check for alcohol use;
- Blood pressure screening and cholesterol testing; nerve conduction tests;
- Range-of-motion tests that measure muscle strength and motor function;
- Pulmonary function tests;
- Psychological tests designed to identify a mental disorder or impairment; and
- Diagnostic procedures such as x-rays, CAT scans, and MRI's.

Next of Kin: For purposes of FMLA, the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

Parent: For purposes of FMLA, includes a biological, adoptive, step or foster father or mother, or any other individual who stood In Loco Parentis to the employee or covered servicemember. **This term does not include parents "in-law".**

Pay Range: The minimum and maximum pay ranges set for each classification, grade, or level as designated by the position compensation plans. (Also see Grade.)

Personal Information: A person's first name or first initial and last name in combinations with anyone or more of the following elements, when the name and data elements are not encrypted: social security number, driver's license or identification card number; account number or credit/debit card number with security/access code or password; a username or email address in combination with a password, access code or security question and answer. The term does not include the last four digits of a social security number, driver's license/identification card number, or publicly available information that is lawfully made available to the general public from State, Federal or local governmental records.

Personnel Action: Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, or any other action affecting an employee's employment status.

Position: A group of duties and responsibilities requiring the ongoing services of one or more employees, which is listed in the authorized position list contained in the currently approved **City of Fernley** budget or established by formal action of the City Council.

Positive Drug or Alcohol Test: Any detectable level of drugs or its metabolite (in excess of trace amounts attributable to secondary exposure) in an employee's urine or blood. With respect to alcohol, a blood alcohol concentration of 0.02 or higher constitutes a positive test.

Prohibited Substances: Medical and recreational marijuana; prescription drugs not legally obtained, not being used in the manner, combination, or quantity prescribed, or by the individual for whom prescribed; over-the-counter medications used contrary to manufacturer instructions; or consumer products not meant for human consumption.

Promotion: The movement of an employee from one class to another class having a higher maximum base rate of pay, usually as a result of some type of examination.

Protected Class/Protected Class Membership: individuals or groups of individuals protected from employment discrimination, harassment, and retaliation by federal and/or state laws. Protected classes include race, color, religion, age, gender, pregnancy, sexual orientation, national origin, ancestry, disability, veteran status, domestic partnership, genetic information, gender identity or expression, political affiliation, membership in the Nevada National Guard, and any other class that becomes protected by federal and/or state law.

Protected Hairstyle: Includes, without limitation, hairstyles such as natural hairstyles, afros, bantu knots, curls, braids, locks, and twists.

Race: Traits associated with race, including, without limitation, hair texture, and protected hairstyles.

Rate of Pay: An employee's salary as shown in the **City of Fernley** compensation plan.

Reallocation: A change in the classification and pay grade of a class to a higher or lower pay grade.

Reasonable Accommodation: A modification or adjustment:

- To a job application process that enables a qualified applicant with a disability or a qualified female applicant with a condition relating to pregnancy, childbirth or a related medical condition, to be considered for the position such qualified applicant desires; or
- To the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability, a female employee with a condition relating to pregnancy, childbirth or a related medical condition, or an employee who is or has a family or household member who is a victim of an act which constitutes domestic violence, to perform the essential functions of that position; or
- That enables a qualified individual with a disability or a female employee who has a condition relating to pregnancy, childbirth or a related medical condition, to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated employees.

Reclassification: The change of a position to a different job class which results from changes in duties and responsibilities.

Reduction in Pay: Disciplinary action by a City of Fernley moving an employee to a lower pay level in the same class and same pay grade.

Regular Employee: See "Regular Full-Time Employee" and "Regular Part-Time Employee" listed under "Employee."

Regular Position: An authorized position which appears in the authorized position list contained in the **City of Fernley** budget documents or its amendments approved by the City Council. (Normally a regular position consists of duties which must be performed at least 20 hours per week on a regular, year-round basis.)

Reinstatement: The restoration of a laid-off employee or an employee rejected during a promotional introductory period to a position in a class in which the employee formerly served as a regular employee.

Reinstatement List: A list of names of persons who have been laid off and are available for reinstatement (rehire without examination).

Reporting Officer: The staff member assigned the responsibility and authority to post notices; provide training; and receive, investigate, and resolve complaints of alleged discrimination/harassment.

Reprimand: A written notice to an employee stating specific performance and/or behavioral deficiencies and the improvements in behavior and/or performance which the employee must make, and that further disciplinary action will follow if the employee does not make the required improvements. (A performance evaluation form shall not be considered a reprimand.)

Resignation: A notice by an employee that s/he intends to separate from the **City of Fernley** service. The **City of Fernley** may require that resignations be in writing.

Salary Range: The minimum and maximum salary set for each classification, grade, or level as designated by the position compensation plans. (Also see Grade.)

Seasonal Employee: See Casual Worker.

Son or Daughter of a Covered Servicemember: For purposes of FMLA, a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood In Loco Parentis, and who is of any age.

Son or Daughter on Covered Active Duty or Call to Covered Active Duty Status: For purposes of FMLA, employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood In Loco Parentis who is on covered active duty or call to covered active duty status, and who is of any age.

Spouse: A husband or wife of a person, regardless of gender.

Step: A specific rate of pay within the salary range established for a class. (Also see Rate of Pay.)

Substance Abuse Professional (SAP): A licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug- and alcohol-related disorders.

Substituted Specimens: Substituted specimens have creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine as determined by U.S. Department of Health and Human Services.

Supervisor: An employee, or an elected official who has been authorized to select, train, schedule, and evaluate the work of other employees, and to make decisions or effectively

recommend actions related to the hiring, evaluation, and discipline of assigned employees. This person may also serve as the department head or manager.

Suspension: The temporary separation from service, with or without pay, of an employee for disciplinary reasons.

Temporary Employee: See Casual Worker.

Transfer: A lateral change of an employee from one position to another position in the same class or to a different class in the same salary range.

Transitional Duty: A temporary assignment of an employee who is unable to perform the essential functions of his/her job but has been cleared by a health care provider to perform other assignments for the **City of Fernley**.

Volunteer: An individual who performs hours of service for a public agency for civic, charitable, or humanitarian reasons, without promise, expectation, or receipt of compensation for services rendered. An individual is not considered a volunteer if the individual is otherwise employed by the same public agency to perform the same type of services as those for which the individual proposes to volunteer.

Warning: Documented verbal and/or written notice or counseling of an employee specifying required changes in work performance or on-the-job behavior.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: May 1, 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: Ordinance
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action to approve 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.

Introduction and First Reading for Bill #348 was conducted by the City Council at their meeting of April 17, 20204.

RECOMMENDED MOTION:

I move to approve 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 as presented by Staff.

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 Bill #348 because _____.

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 1st day of May, 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.