



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, June 5, 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 a Transfer Agreement between the Nevada Department of Transportation and the City of Fernley, to relinquish certain portions of Duffy Road to the City of Fernley.

2.5. Possible action to approve a Settlement Agreement and Release of all claims between the City of Fernley and Rachel Endel in the amount of \$35,000.

2.6. (Possible Action) to approve the service and license agreement with CivicPlus to provide annual support, maintenance, and hosting of the City's website in the amount of \$31,870.31 for FY2024-2025.

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

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

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

5.1. For discussion and possible action to accept the renewal proposal from Nevada Public Agency Insurance Pool (POOL) and approval for payment of \$342,457.19 with a deductible of \$2,000.00 per claim from fiscal year 2024–2025 funds.

5.2. Presentation and discussion regarding the City's quarterly financial report.

6. ORDINANCES

6.1. (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.

6.2. (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.

7. STAFF REPORTS

- 7.1. (For possible action) Discussion to approve a contract with PacStates for a Business and Technical Discovery for the City's Information Technology Department (IT) not to exceed \$16,500.00.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

- 8.1. Possible action requesting a future agenda item to have an outside source complete a Class and Compensation Study. (Councilwoman Zoberski)
- 8.2. Possible action requesting a future agenda item to look at the City of Fernley Master Plan. (Councilwoman Zoberski)
- 8.3. Possible action requesting a future agenda item to have our independent auditors do a presentation on fund balance and budgeting. (Councilman Torres)

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: June 18th @ 5pm

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ABSOLUTE HOSE & FITTINGS LLC								
5226	ABSOLUTE HOSE & FITTINGS LLC	27142	HOSES AND FITTINGS	05/03/2024	1,524.09	100-475-600	General Supplies	524
Total 5226:					1,524.09			
ADAPCO, INC								
1751	ADAPCO, INC	137000	vectomax	05/10/2024	7,878.00	05/16/2024	100-528-617 Supplies-Chemical	524
1751	ADAPCO, INC	137033	Vector Chemical	05/14/2024	7,878.00	100-528-617	Supplies-Chemical	524
Total 1751:					15,756.00			
AFLAC								
5690	AFLAC	090257	SUPPLEMENTAL INSURANCE	05/25/2024	1,015.29	05/23/2024	100-217400 AFLAC Insurance Payable	524
Total 5690:					1,015.29			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202405A	Spanish Ramon Ayala and Jose Romero Morales	05/08/2024	160.00	100-425-330	PROF SERV-INTERPRETER	524
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202405B	Spanish Arturo Rodarte-Robles 23TR00423	05/15/2024	160.00	100-425-330	PROF SERV-INTERPRETER	524
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202405C	Spanish Raymundo Daza 24TR00083	05/20/2024	160.00	100-425-330	PROF SERV-INTERPRETER	524
Total 8498:					480.00			
ALHAMBRA								
4688	ALHAMBRA	7661929050924	water service	05/09/2024	244.30	05/16/2024	510-810-614 Supplies-Plant/Shop/Maint	524
Total 4688:					244.30			
ALLDATA LLC								
8930	ALLDATA LLC	INVC04455356	Fleet Management Software	05/13/2024	51.66	05/16/2024	100-575-610 Automotive Supplies	524
8930	ALLDATA LLC	INVC04455356	Fleet Management Software	05/13/2024	51.65	05/16/2024	100-480-610 AUTOMOTIVE SUPPLIES	524
8930	ALLDATA LLC	INVC04455356	Fleet Management Software	05/13/2024	51.66	05/16/2024	510-840-610 Automotive Supplies	524
8930	ALLDATA LLC	INVC04455356	Fleet Management Software	05/13/2024	51.66	05/16/2024	100-475-610 Automotive Supplies	524
8930	ALLDATA LLC	INVC04455356	Fleet Management Software	05/13/2024	51.66	05/16/2024	510-810-610 Automotive Supplies	524
8930	ALLDATA LLC	INVC04455356	Fleet Management Software	05/13/2024	51.65	05/16/2024	100-528-610 Automotive Supplies	524
8930	ALLDATA LLC	INVC04455356	Fleet Management Software	05/13/2024	51.66	05/16/2024	520-810-610 Supplies-Automotive	524

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8930:					361.60			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2024-0131	Cross Connection Control Program Management	05/09/2024	294.50	05/16/2024	510-810-320 Prof Serv-Engineering	524
Total 8934:					294.50			
ARAMARK								
1895	ARAMARK	5980197284	shirt contract	05/07/2024	50.31	05/16/2024	100-480-600 GENERAL SUPPLIES/TOOLS	524
1895	ARAMARK	5980197285	uniforms	05/07/2024	43.90	05/16/2024	100-475-616 Supplies-Safety	524
1895	ARAMARK	5980197286	pants service	05/07/2024	92.99	05/16/2024	510-810-614 Supplies-Plant/Shop/Maint	524
1895	ARAMARK	5980199155	PS rags and rugs	05/14/2024	116.77	05/23/2024	510-840-420 Contract Services	524
1895	ARAMARK	5980199161	shirt contract	05/14/2024	50.31	05/23/2024	100-480-600 GENERAL SUPPLIES/TOOLS	524
1895	ARAMARK	5980199162	shop mats	05/14/2024	82.27	05/23/2024	100-475-614 Supplies-Plant/Shop/Maint	524
1895	ARAMARK	5980199163	Uniform Service	05/14/2024	43.90		100-475-616 Supplies-Safety	524
1895	ARAMARK	5980199164	pants service	05/14/2024	92.99	05/23/2024	510-810-614 Supplies-Plant/Shop/Maint	524
1895	ARAMARK	5980199166	Contract Service	05/14/2024	191.58		100-417-420 Contract Services	524
1895	ARAMARK	5980201040	shirt contract	05/21/2024	50.31		100-480-600 GENERAL SUPPLIES/TOOLS	524
1895	ARAMARK	5980201041	Uniform Service	05/21/2024	43.90		100-475-616 Supplies-Safety	524
1895	ARAMARK	5980201042	pants service	05/21/2024	92.99		510-810-614 Supplies-Plant/Shop/Maint	524
Total 1895:					952.22			
AT&T								
13	AT&T	53740 MAY 2024	775 835-8598 165 0	04/26/2024	1,076.89	05/17/2024	100-417-530 Communications (Internet,Cell)	424
13	AT&T	53740 MAY 2024	775 575-5455 374 0	04/26/2024	415.64	05/17/2024	100-417-530 Communications (Internet,Cell)	424
13	AT&T	96145 MAY 24	131 252-8129 614 5	05/02/2024	230.00	05/24/2024	100-417-530 Communications (Internet,Cell)	524
13	AT&T	96145 MAY 24	131 252-7192 857 4	05/02/2024	308.16	05/24/2024	100-417-530 Communications (Internet,Cell)	524
13	AT&T	98670 MAY 24	775-786-2229 867 0 APR 20 2024- MAY 19 2024	04/20/2024	1,461.89	05/13/2024	100-417-530 Communications (Internet,Cell)	424
Total 13:					3,492.58			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343-May	815519343May - June 4 2024	05/04/2024	126.56	05/16/2024	100-417-530 Communications (Internet,Cell)	524
Total 448:					126.56			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	46339	power wire for fire dept. brush truck	05/23/2024	212.50		100-126000 Intergovernmental Receivable	524
Total 8868:					212.50			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	19424/5	METER TECH SUPPLIES	05/07/2024	68.99	05/16/2024	510-810-605 Minor Equipment	524
20	BIG R OF FERNLEY	19428/55	conduit	05/08/2024	27.87	05/16/2024	100-575-600 General Supplies	524
20	BIG R OF FERNLEY	19437/5	propane	05/09/2024	185.23	05/16/2024	100-417-623 PROPANE	524
20	BIG R OF FERNLEY	19442/5	Clorine tank parts	05/09/2024	38.33	05/16/2024	520-810-614 Supplies-Plant/Shop/Maint	524
20	BIG R OF FERNLEY	19458/5	parts for repair on main street	05/13/2024	45.96	05/16/2024	510-810-614 Supplies-Plant/Shop/Maint	524
20	BIG R OF FERNLEY	19459/5	PS Shop supplies	05/13/2024	52.94	05/16/2024	510-840-614 Plant/Shop/Maint. Supplies	524
20	BIG R OF FERNLEY	19468/5	PVC 90	05/14/2024	8.99	05/16/2024	520-810-600 General Supplies	524
20	BIG R OF FERNLEY	19475/5	Weed Killer	05/14/2024	94.99	05/16/2024	520-810-600 General Supplies	524
20	BIG R OF FERNLEY	19480/5	PS plant supplies	05/15/2024	44.95	05/16/2024	510-840-614 Plant/Shop/Maint. Supplies	524
20	BIG R OF FERNLEY	19482/5	Supplies	05/15/2024	20.48		100-575-600 General Supplies	524
20	BIG R OF FERNLEY	19483/5	Supplies	05/15/2024	29.94		100-575-600 General Supplies	524
20	BIG R OF FERNLEY	19488/5	5/16 nut drivers for shop	05/15/2024	27.48		100-480-610 AUTOMOTIVE SUPPLIES	524
20	BIG R OF FERNLEY	19492/5	Supplies	05/16/2024	9.99		100-575-600 General Supplies	524
20	BIG R OF FERNLEY	19497/5	hoses and adapters for chemical transfer tanks	05/17/2024	100.78		510-840-614 Plant/Shop/Maint. Supplies	524
20	BIG R OF FERNLEY	19516/5	Strip Surge - Streaming media set up CRRC	05/21/2024	38.93		220-480-810 ARPA	524
20	BIG R OF FERNLEY	19519/5	Work gloves	05/21/2024	23.90		520-810-616 Supplies-Safety	524
20	BIG R OF FERNLEY	19521/5	PS shop supplies	05/21/2024	18.36		510-840-614 Plant/Shop/Maint. Supplies	524
20	BIG R OF FERNLEY	19526/55	Supplies	05/22/2024	9.46		100-575-600 General Supplies	524
20	BIG R OF FERNLEY	19566/5	PS Auto supplies	05/28/2024	23.97		510-840-610 Automotive Supplies	524
Total 20:					871.54			
BLUE BEACON INTERNATIONAL								
200	BLUE BEACON INTERNATIONAL	4455700	truck wash	04/30/2024	97.10	05/16/2024	100-475-610 Automotive Supplies	424
Total 200:					97.10			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	42924-3	Updated Hours Sign and Jessicas Name Signs	05/16/2024	427.88		100-425-550 Printing and Postage	524
Total 6970:					427.88			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	8861953	Toilet Repair Parts	05/10/2024	4.23		100-417-430 Service-Building Repair/Maint	524
8837	BRADY INDUSTRIES OF NEVADA LLC	8882552	Trash Bags	05/17/2024	109.15		100-575-600 General Supplies	524
Total 8837:					113.38			
CDM SMITH								
8576	CDM SMITH	90205148	Surface Water treatment integration engineering services	05/08/2024	41,632.91	05/16/2024	510-166100 Construction In Progress	524
Total 8576:					41,632.91			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	RC48999	Cable for planning	05/03/2024	12.70	05/16/2024	100-610-605 Minor Equipment	524
27	CDW GOVERNMENT INC.	RD78887	Equipment for PW conference rm	05/08/2024	619.12		100-418-342 Tech Services-Other	524
27	CDW GOVERNMENT INC.	RD90225	PC upgrades City attorney	05/08/2024	894.51	05/16/2024	100-414-605 Minor Equipment	524
27	CDW GOVERNMENT INC.	RJ87398	WWTP replacement printer	05/20/2024	513.13		520-810-601 Office Supplies	524
27	CDW GOVERNMENT INC.	RK03518	office supplies	05/20/2024	40.73		100-414-600 General Supplies	524
Total 27:					2,080.19			
CFA, A BOWMAN COMPANY								
499	CFA, A BOWMAN COMPANY	427190	In Town Park Design services	04/30/2024	4,472.50	05/16/2024	230-575-730 Improve other than Buildings	424
Total 499:					4,472.50			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701050124	69701 Communications May 24 5/1-5/31	05/01/2024	1,332.51	05/16/2024	100-417-530 Communications (Internet,Cell)	524
4479	CHARTER COMMUNICATIONS	175970201050124	97020 Communications May24 5/1-5/31	05/01/2024	382.51	05/16/2024	100-417-530 Communications (Internet,Cell)	524
Total 4479:					1,715.02			
CITY OF FERNLEY								
32	CITY OF FERNLEY	30.8094.25 MAY 24	VILLA PARK PAVING & UTILITY RECON. HYDRANT METER	05/01/2024	614.11	05/09/2024	100-475-730 Improve other than Buildings	524
Total 32:					614.11			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340601076	E3103934 SUPPLEMENTAL INSURANC	06/01/2024	361.10	05/23/2024	100-218000 COLONIAL INSURANCE PAYABL	624
Total 3520:					361.10			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	15673	Villa Park Sewer Replacement inspection services	05/01/2024	1,848.00	05/16/2024	100-475-730 Improve other than Buildings	524
5587	CONSTRUCTION MATERIALS ENGINEERS	15673	Villa Park Water Replacement	05/01/2024	3,432.00	05/16/2024	510-166100 Construction In Progress	524
5587	CONSTRUCTION MATERIALS ENGINEERS	15708	CRRC Phase 1 Inspection and Testing Services	05/03/2024	14,556.50	05/16/2024	220-480-810 ARPA	524
Total 5587:					19,836.50			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	Pay Request 3 CRRC Ph1	CRRC Phase 1 Construction Services	04/30/2024	695,159.18	05/16/2024	220-480-810 ARPA	424
Total 8916:					695,159.18			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	146780	CRRC Services Apr 1 Apr 30 2024	04/30/2024	33,063.00	05/16/2024	220-480-810 ARPA	424

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8889:					33,063.00			
DOWL, LLC								
8931	DOWL, LLC	7363.30292.01-6	On Call GIS Services	05/03/2024	437.25	05/16/2024	100-575-320 Prof Serv-Engineering	524
8931	DOWL, LLC	7363.30292.01-6	On Call GIS Services	05/03/2024	437.25	05/16/2024	100-475-320 Prof Serv-Engineering	524
8931	DOWL, LLC	7363.30292.01-6	On Call GIS Services	05/03/2024	437.25	05/16/2024	510-810-320 Prof Serv-Engineering	524
8931	DOWL, LLC	7363.30292.01-6	On Call GIS Services	05/03/2024	437.25	05/16/2024	100-417-320 PROF SEV-ENGINEERING	524
8931	DOWL, LLC	7363.30292.01-6	On Call GIS Services	05/03/2024	437.25	05/16/2024	520-810-320 Prof Serv-Engineering	524
Total 8931:					2,186.25			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	50724	PER DIEM B. GOSSER IIMC CONFERENCE CANADA 5/19-	05/07/2024	265.60	05/09/2024	100-416-580 Training	524
8639	EMPLOYEES, CITY OF FERNLEY	50924	REIMB FOR RENEWAL OF DIVISION OF WATER RESOUR	05/09/2024	20.00	05/16/2024	100-529-581 Dues & Memberships	524
8639	EMPLOYEES, CITY OF FERNLEY	MAY 2024	REIMB FOR WALMART CLA GRAD SUPPLIES	05/17/2024	65.14	05/23/2024	100-413-600 General Supplies	524
8639	EMPLOYEES, CITY OF FERNLEY	MAY 24	PER DIEM K. SWANSON IIMC CONFERENCE CANADA 5/1	05/07/2024	265.60	05/09/2024	100-416-580 Training	524
Total 8639:					616.34			
F.W. CARSON CO								
8993	F.W. CARSON CO	Pay Request 3 Villa	Villa Park Sewer Replacement Construction services	03/31/2024	41,819.77	05/16/2024	520-166100 Construction In Progress	324
8993	F.W. CARSON CO	Pay Request 3 Villa	Villa Park Street and Storm drain replacement construction se	03/31/2024	155,724.68	05/16/2024	100-475-730 Improve other than Buildings	324
8993	F.W. CARSON CO	Pay Request 3 Villa	Villa Park water main replacement	03/31/2024	266,925.01	05/16/2024	510-166100 Construction In Progress	324
8993	F.W. CARSON CO	Pay Request 4 Villa	Villa Park Sewer Main replacement construcion services	04/30/2024	287,206.43		520-166100 Construction In Progress	424
8993	F.W. CARSON CO	Pay Request 4 Villa	Villa park water main replacement construction services	04/30/2024	300,970.50		510-166100 Construction In Progress	424
8993	F.W. CARSON CO	Pay Request 4 Villa	Villa park roadway and storm drain rehabilitation	04/30/2024	311,430.44		100-475-730 Improve other than Buildings	424
Total 8993:					1,364,076.83			
FEDEX FREIGHT								
8727	FEDEX FREIGHT	8-495-66757	WTP Oil Sample Shipping & Handling Fees	05/10/2024	45.93	05/16/2024	510-840-550 Printing and Postage	524
Total 8727:					45.93			
FERRETTO, ERIN T.								
8958	FERRETTO, ERIN T.	42924	Transcripts - Requested by CAO - Christopher Penuel	04/29/2024	408.40		100-425-322 Prof Serv-Other	424
Total 8958:					408.40			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-WTP	04/30/2024	47.10		510-840-626 Gasoline	424
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-COURT	04/30/2024	68.48		100-425-626 Gasoline	424
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-WW	04/30/2024	1,832.19		520-810-626 Gasoline	424

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-ANIMAL CONTROL	04/30/2024	86.18		100-525-626 Gasoline	424
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-ENGINEERING	04/30/2024	19.17		100-529-626 Gasoline	424
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-WD	04/30/2024	1,527.84		510-810-626 Gasoline	424
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-FLEET	04/30/2024	213.64		100-480-626 GASOLINE	424
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-FACILITIES	04/30/2024	252.33		100-417-626 Gasoline	424
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-VECTOR	04/30/2024	61.77		100-528-626 Gasoline	424
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-STREETS	04/30/2024	1,636.75		100-475-626 Gasoline	424
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-BUILDING	04/30/2024	219.18		100-605-626 Gasoline	424
18	FLYERS ENERGY, LLC	CFS-3829769	GASOLINE-PARKS	04/30/2024	460.27		100-575-626 Gasoline	424
Total 18:					6,424.90			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0372	Lobbyist Contract MAY 24	05/10/2024	5,800.00	05/16/2024	100-413-322 Prof Serv-Other	524
Total 8869:					5,800.00			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2708644	Asphalt	05/13/2024	896.55		100-475-600 General Supplies	524
Total 64:					896.55			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	645959563	Communications May 24	05/01/2024	210.94	05/16/2024	100-417-530 Communications (Internet,Cell)	524
Total 8838:					210.94			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	54357	VIDEO SCOPE FOR FLEET	05/08/2024	419.94	05/16/2024	100-480-600 GENERAL SUPPLIES/TOOLS	524
8987	H&H INVESTMENTS & TOOL SUPPLY	54836	4 PC DRIVER SET FOR SERVICE TRUCK	05/22/2024	64.90		100-480-600 GENERAL SUPPLIES/TOOLS	524
Total 8987:					484.84			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111844	Misc. Service Labor	04/30/2024	145.00	05/16/2024	100-605-322 Prof Serv-Other	424
70	HANNEMAN SERVICE	13796	TOW 1002 W/D	04/30/2024	165.00	05/16/2024	510-810-610 Automotive Supplies	424
70	HANNEMAN SERVICE	13861	1986 Kawasaki Ninja Motorcycle 640 Silverlace Blvd.	04/30/2024	55.00	05/16/2024	100-605-322 Prof Serv-Other	424
Total 70:					365.00			
HISKETT & SONS, LLC								
8487	HISKETT & SONS, LLC	120967	concrete	04/10/2024	580.64	05/16/2024	100-475-600 General Supplies	424

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8487:					580.64			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-036	3721P GROUP HEALTH INSURANCE R. MARKS ADJUST	05/20/2024	8,830.68	05/23/2024	100-217000 HEALTH INSURANCE PAYABLE	524
Total 4842:					8,830.68			
IBEW Local 1245								
83	IBEW Local 1245	MAY 2024-2	UNION DUES, ONE HALF OF MONTH	05/17/2024	993.89	05/17/2024	100-219900 OTHER PAYROLL PAYABLES	524
Total 83:					993.89			
IDEMIA IDENTITY & SECURITY USA LLC								
8961	IDEMIA IDENTITY & SECURITY USA LLC	168171	Fingerprinting Machine Resetting Invoices to better align with	04/18/2024	488.00		100-425-322 Prof Serv-Other	424
Total 8961:					488.00			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	MAY 2024-2	W/HOLD TAX PAYABLE, PAYROLL	05/17/2024	11,392.80	05/17/2024	100-212000 FEDERAL WITHHOLDING PAYAB	524
7879	INTERNAL REVENUE SERVICE	MAY 2024-2	FICA TAX PAYABLE, PAYROLL	05/17/2024	257.32	05/17/2024	100-211000 FICA PAYABLE	524
7879	INTERNAL REVENUE SERVICE	MAY 2024-2	MED TAX PAYABLE, PAYROLL	05/17/2024	5,275.70	05/17/2024	100-211000 FICA PAYABLE	524
Total 7879:					16,925.82			
JT THORPE INDUSTRIAL INC.								
8998	JT THORPE INDUSTRIAL INC.	2524-8263-1	Scaffold Services for WTP Chem Building Fire Alarm System	05/24/2024	5,400.00		510-840-430 Service-Repair and Maintenance	524
Total 8998:					5,400.00			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	196874000-0424	North Area Plan	04/30/2024	10,812.00	05/16/2024	100-610-322 Prof Serv-Other	424
8715	KIMLEY-HORN AND ASSOCIATES, INC.	27971008	SW Area Plan	04/30/2024	2,873.75	05/16/2024	100-610-322 Prof Serv-Other	424
Total 8715:					13,685.75			
LAHONTAN VALLEY VET CLINIC, INC.								
8545	LAHONTAN VALLEY VET CLINIC, INC.	608819	4695 Moose Vaccine- See Comments on invoice	04/02/2024	491.50	05/16/2024	100-525-322 Prof Serv-Other	424
Total 8545:					491.50			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	77968	Small hand tools	05/15/2024	149.59	05/16/2024	520-810-614 Supplies-Plant/Shop/Maint	524
7650	LOWES CREDIT SERVICES	86768	painting supplies and cleaning supplies	05/06/2024	250.91	05/16/2024	510-810-614 Supplies-Plant/Shop/Maint	524

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	86768	Road patch asphalt	05/06/2024	1,513.89	05/16/2024	510-810-431 Repairs & Maintenance-Roads	524
7650	LOWES CREDIT SERVICES	901616	misc paper and tape	04/25/2024	60.88	05/16/2024	100-575-600 General Supplies	424
7650	LOWES CREDIT SERVICES	94156	Supplies	05/10/2024	59.54		100-417-612 Building Maintenance Supplies	524
7650	LOWES CREDIT SERVICES	966765	hand tools for trucks	04/23/2024	178.15	05/16/2024	510-810-614 Supplies-Plant/Shop/Maint	424
7650	LOWES CREDIT SERVICES	971611	concrete and blades	04/29/2024	393.66	05/16/2024	100-475-600 General Supplies	424
7650	LOWES CREDIT SERVICES	973367-MXZPRT	2 inch PVC Plugs	04/30/2024	6.40	05/16/2024	520-810-600 General Supplies	424
7650	LOWES CREDIT SERVICES	986114	swamp cooler parts for wells 9&9A	04/10/2024	200.47	05/16/2024	510-810-614 Supplies-Plant/Shop/Maint	424
7650	LOWES CREDIT SERVICES	991404	2x6x12 boards	04/25/2024	37.32	05/16/2024	100-575-600 General Supplies	424
7650	LOWES CREDIT SERVICES	997981	batteries and truck fresheners	04/15/2024	173.42	05/16/2024	510-810-600 General Supplies	424
Total 7650:					3,024.23			
LP INSURANCE SERVICES, INC								
8746	LP INSURANCE SERVICES, INC	892830	Harris Notary Bond	04/30/2024	50.00	05/16/2024	100-416-322 Prof Serv-Other	424
Total 8746:					50.00			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	122469	Fernley Industrial Park street rehab engineering services	04/29/2024	312.00	05/16/2024	100-475-745 RTC REIMBURSABLE EXPENDI	424
370	LUMOS & ASSOCIATES INC	122477	FY23/24 Pavement preservation project inspection services	04/29/2024	8,790.00	05/16/2024	100-475-430 Service-Repair and Maintenance	424
Total 370:					9,102.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Apr 24	Transient Lodging Tax	04/30/2024	2,393.48	05/16/2024	225-227010 TLT Payable to County	424
Total 106:					2,393.48			
LYON COUNTY HUMAN SERVICES								
3266	LYON COUNTY HUMAN SERVICES	FEARPA2024-04	FERNLEY ARPA APR 2024	04/30/2024	1,794.82	05/23/2024	220-480-810 ARPA	424
Total 3266:					1,794.82			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	2064222	LIEN REL- 235 POPPY HILLS DR	05/22/2024	40.00	05/23/2024	510-810-322 Prof Serv-Other	524
Total 108:					40.00			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	MAY 2024	MUNICIPAL COURT JUDGE	05/31/2024	3,750.00	05/16/2024	100-425-322 Prof Serv-Other	524
Total 8042:					3,750.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
MCDONALD CARANO								
322	MCDONALD CARANO	12482388	planning	05/13/2024	3,125.60	05/16/2024	100-414-310 Prof Serv-Legal	524
Total 322:					3,125.60			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	JUNE 2024	5952725 GROUP DENTAL INSURANCE	06/01/2024	5,400.51		100-217100 Dental Insurance Payable MetL	624
5387	METLIFE SMALL BUSINESS CENTER	JUNE 2024	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	06/01/2024	3,730.33		100-217300 Life/ADD LTD/STD Anthem Payabl	624
5387	METLIFE SMALL BUSINESS CENTER	JUNE 2024	5952725 GROUP VISION INSURANCE	06/01/2024	1,031.70		100-217200 Vision Insurance Payable MetL	624
Total 5387:					10,162.54			
METROPOLITAN TRANSPORTATION COMMISSION								
8155	METROPOLITAN TRANSPORTATION COMMISSION	4926-AR13184	Streetsaver annual subscription	05/20/2024	4,000.00		100-529-581 Dues & Memberships	524
Total 8155:					4,000.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	25.000866	OVERPAYMENT- DOG LICENSE "MICKEY"	05/17/2024	5.00	05/23/2024	100-320-170 Licenses-Animal	524
1111	MISCELLANEOUS ONE TIME VENDOR	51424	PERMIT FEE REFUND BP24-081	05/14/2024	1,391.69	05/23/2024	100-320-200 Building and Civil Permit Fees	524
1111	MISCELLANEOUS ONE TIME VENDOR	EN2024-012	RELEASE BOND; 940 AGATE WAY	05/07/2024	500.00	05/09/2024	100-228300 Customer Deposits/Bonds - Dev	524
Total 1111:					1,896.69			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	166140	3 Feline Services Puff, Sandia, 1 and 2	05/03/2024	495.78	05/16/2024	100-525-322 Prof Serv-Other	524
6660	MOFFITT ANIMAL CLINIC	166413	Concord Cat 5.10.24	05/10/2024	109.42	05/16/2024	100-525-322 Prof Serv-Other	524
Total 6660:					605.20			
MOSS & SONS LANDSCAPING & CONCRETE LLC								
8948	MOSS & SONS LANDSCAPING & CONCRETE LLC	1810	sidewalk repair on Newlands	05/09/2024	5,116.70	05/16/2024	100-475-600 General Supplies	524
Total 8948:					5,116.70			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	4744646	Alarm Company Charge	06/01/2024	1,872.00		100-417-420 Contract Services	624
Total 8814:					1,872.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	69644248	Line locating paint and fire hydrant paint	05/03/2024	819.00	05/16/2024	510-810-614 Supplies-Plant/Shop/Maint	524

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 115:					819.00			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	409962	filter for 6004	05/07/2024	31.96	05/16/2024	100-605-610 Automotive Supplies	524
58	NAPA AUTO & TRUCK PARTS	409985	filters for streets backhoe	05/08/2024	121.11	05/16/2024	100-475-430 Service-Repair and Maintenance	524
58	NAPA AUTO & TRUCK PARTS	409986	filters for streets backhoe	05/08/2024	100.34	05/16/2024	100-475-430 Service-Repair and Maintenance	524
58	NAPA AUTO & TRUCK PARTS	409987	PARTS FOR STREETS BACKHOE	05/08/2024	62.06	05/16/2024	100-475-430 Service-Repair and Maintenance	524
58	NAPA AUTO & TRUCK PARTS	409999	PARTS FOR STRETS BACKHOE	05/08/2024	196.02	05/16/2024	100-475-430 Service-Repair and Maintenance	524
58	NAPA AUTO & TRUCK PARTS	410038	Garage opener battery	05/08/2024	8.05	05/16/2024	520-810-614 Supplies-Plant/Shop/Maint	524
58	NAPA AUTO & TRUCK PARTS	410071	parts for skip loader	05/09/2024	107.28	05/16/2024	100-475-610 Automotive Supplies	524
58	NAPA AUTO & TRUCK PARTS	410453	filters for motor grader streets	05/16/2024	51.36		100-475-430 Service-Repair and Maintenance	524
58	NAPA AUTO & TRUCK PARTS	410776	FILTERS FOR PARKS MINI-X	05/22/2024	82.19		100-575-430 Service-Repair and Maintenance	524
58	NAPA AUTO & TRUCK PARTS	410781	FILTERS FOR PARKS MINI -X	05/22/2024	60.08		100-575-430 Service-Repair and Maintenance	524
58	NAPA AUTO & TRUCK PARTS	410785	FILTERS FOR PARKS MINI-X	05/22/2024	63.26		100-575-430 Service-Repair and Maintenance	524
Total 58:					763.55			
NDEP NV DIV OF ENVIRONMENTAL PROTECTION								
4038	NDEP NV DIV OF ENVIRONMENTAL PROTECTION	1033720288	NDEP Annual Pesticide General Permit for the City	04/26/2024	300.00	05/16/2024	520-810-642 Permits and Licenses	424
Total 4038:					300.00			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Apr 24	Transient Lodging Tax	04/30/2024	1,436.09	05/16/2024	225-227015 TLT Payable to State	424
Total 6378:					1,436.09			
NEVADA DEPT PUBLIC SAFETY - DPS								
7405	NEVADA DEPT PUBLIC SAFETY - DPS	67047	REF # 3402444	05/01/2024	40.25	05/16/2024	100-414-322 Prof Serv-Other	524
7405	NEVADA DEPT PUBLIC SAFETY - DPS	67047	REF # 3402417	05/01/2024	40.25	05/16/2024	100-425-322 Prof Serv-Other	524
7405	NEVADA DEPT PUBLIC SAFETY - DPS	67047	REF # 3402467	05/01/2024	40.25	05/16/2024	100-425-322 Prof Serv-Other	524
Total 7405:					120.75			
NEVADA SANDBLAST & PAINT, INC.								
8997	NEVADA SANDBLAST & PAINT, INC.	7279	sandblast dump truck and repaint.	05/20/2024	663.75		520-810-430 Service-Repair and Maintenance	524
8997	NEVADA SANDBLAST & PAINT, INC.	7279	sandblast truck	05/20/2024	663.75		100-475-430 Service-Repair and Maintenance	524
8997	NEVADA SANDBLAST & PAINT, INC.	7279	sandblast truck	05/20/2024	663.75		100-575-430 Service-Repair and Maintenance	524
8997	NEVADA SANDBLAST & PAINT, INC.	7279	sandblast truck	05/20/2024	663.75		510-810-430 Repairs & Maintenance	524
Total 8997:					2,655.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	APR 24	GSR; GRATUITY FEE CM	04/30/2024	1.99	05/10/2024	100-413-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	AMAZON; FES FIELD TRIP SUPPLIES CMO	04/30/2024	52.99	05/10/2024	100-412-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	SUPERIOR COURT LA; COPY OF RECORDS J. MENDOZA	04/30/2024	4.75	05/10/2024	100-414-322 Prof Serv-Other	424
8649	NSB - BANKCARD CENTER	APR 24	PAYPAL; CODE 3 ASSOC. HEATSTROKE MANAGEMENT A	04/30/2024	25.50	05/10/2024	100-525-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	OTC; FES FIELD TRIP SUPPLIES CMO	04/30/2024	35.97	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	APWA; 2 JOB POSTINGS PW	04/30/2024	150.00	05/10/2024	510-810-581 Dues and Memberships	424
8649	NSB - BANKCARD CENTER	APR 24	AMAZON; CONFERENCE TABLE BLDG	04/30/2024	158.89	05/10/2024	100-605-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	DOLLAR TREE; ALL HANDS MTG SUPPLIES	04/30/2024	6.69	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	WALMART; CITIZENS ACADEMY SUPPLIES	04/30/2024	15.74	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	ZOOM; FMC ANNUAL & MONTHLY SUBSCRIPTION	04/30/2024	748.90	05/10/2024	100-425-322 Prof Serv-Other	424
8649	NSB - BANKCARD CENTER	APR 24	DOLLAR TREE; BIRTHDAY COMMITTEE SUPPLIES	04/30/2024	30.79	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	DMV; OHV REGISTRATION RENEWAL	04/30/2024	20.00	05/10/2024	100-575-601 Office Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	PAYPAL; CODE 3 ASSOC. LIVESTOCK TRAILER ACCIDEN	04/30/2024	25.50	05/10/2024	100-525-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	DOMINOS PIZZA; BUDGET MTG	04/30/2024	188.02	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	IMAGING SPECTRUM; PASSPORT PHOTO PAPER CCO	04/30/2024	157.00	05/10/2024	100-416-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	LABOR ARBITRATION; SEMINAR FEE CAO	04/30/2024	925.00	05/10/2024	100-414-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	WILEY TNSI.COM; JOB POSTING CITY ENGINEER	04/30/2024	1,095.00	05/10/2024	100-529-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	BIOGENTS; MOSQUITO TRAPS VECTOR	04/30/2024	918.92	05/10/2024	100-528-605 Minor Equipment	424
8649	NSB - BANKCARD CENTER	APR 24	WALMART; ALL HANDS MTG SUPPLIES	04/30/2024	60.39	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	IMLA; ANNUAL CONFERENCE CAO	04/30/2024	650.00	05/10/2024	100-414-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	EVERIFILE; PW TRAINING CREDIT	04/30/2024	27.50	05/10/2024	100-475-581 Dues and Memberships	424
8649	NSB - BANKCARD CENTER	APR 24	WIGWAM; BUILDERS ASSOC MTG 4/3/24	04/30/2024	17.44	05/10/2024	100-413-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	STAMPLI; MAR 2024	04/30/2024	1,034.00	05/10/2024	100-418-342 Tech Services-Other	424
8649	NSB - BANKCARD CENTER	APR 24	OWP; WD OP TRAINING L. HATHWAY	04/30/2024	100.00	05/10/2024	510-810-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	EVENTBRITE; NNDA BUS. EDGE AI AND ITS IMPACT F. ZO	04/30/2024	75.00	05/10/2024	100-412-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	WALGREENS; SUPPLIES FOR BUDGET MTG/CITIZENS A	04/30/2024	29.45	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	APWA; 2 JOB POSTINGS PW	04/30/2024	150.00	05/10/2024	100-475-581 Dues and Memberships	424
8649	NSB - BANKCARD CENTER	APR 24	EVENTBRITE; NNDA BUS. EDGE AI AND ITS IMPACT R. H	04/30/2024	50.00	05/10/2024	100-412-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	SPECTRUM; 355 COTTONWOOD LN	04/30/2024	129.98	05/10/2024	100-417-530 Communications (Internet,Cell)	424
8649	NSB - BANKCARD CENTER	APR 24	NEOGOV; 5 JOB POSTINGS, CITY ENGINEER/ASSOC. EN	04/30/2024	629.00	05/10/2024	100-529-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	ZOOM; CMO MONTHLY AND ANNUAL SUBSCRIPTION	04/30/2024	439.80	05/10/2024	100-418-342 Tech Services-Other	424
8649	NSB - BANKCARD CENTER	APR 24	RALEY'S; ALL HANDS SUPPLIES	04/30/2024	27.65	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	RENO INDUSTRIAL; NORCO CO2 TANKS & CO2 FAC	04/30/2024	686.14	05/10/2024	100-528-617 Supplies-Chemical	424
8649	NSB - BANKCARD CENTER	APR 24	EVERIFILE; PW TRAINING CREDIT	04/30/2024	27.50	05/10/2024	100-575-581 Dues and Memberships	424
8649	NSB - BANKCARD CENTER	APR 24	SILVERFLUME; NOTARY FILING S. HARRIS CCO	04/30/2024	82.00	05/10/2024	100-416-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	AMAZON; FES FIELD TRIP SUPPLIES CMO	04/30/2024	36.68	05/10/2024	100-412-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	TEAMVIEWER; RENEW SUBSCRIPTION	04/30/2024	1,312.50	05/10/2024	520-810-642 Permits and Licenses	424
8649	NSB - BANKCARD CENTER	APR 24	COUNTY OF RIVERSIDE COURT; CERT. PRIOR FOR DUI	04/30/2024	49.79	05/10/2024	100-414-322 Prof Serv-Other	424
8649	NSB - BANKCARD CENTER	APR 24	APWA; 2 JOB POSTINGS PW	04/30/2024	150.00	05/10/2024	100-575-581 Dues and Memberships	424
8649	NSB - BANKCARD CENTER	APR 24	NEVADA BLUE LTD; CRRIC DIGITAL UPLOAD OF NLCF	04/30/2024	285.00	05/10/2024	220-480-810 ARPA	424
8649	NSB - BANKCARD CENTER	APR 24	APWA; 2 JOB POSTINGS PW	04/30/2024	150.00	05/10/2024	520-810-581 Dues and Memberships	424
8649	NSB - BANKCARD CENTER	APR 24	RALEY'S; CITIZENS ACADEMY SUPPLIES	04/30/2024	80.47	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	UNTIED AIRLINES; AIRFARE FOR LABOR LAW CONF. CAO	04/30/2024	217.20	05/10/2024	100-414-580 Training	424

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	APR 24	RALEY'S; CITIZENS ACADEMY SUPPLIES	04/30/2024	64.10	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	SILVERFLUME; NOTARY APP. C. ANGUS	04/30/2024	46.13	05/10/2024	100-414-581 Dues and Memberships	424
8649	NSB - BANKCARD CENTER	APR 24	EVERIFILE; PW TRAINING CREDIT	04/30/2024	27.50-	05/10/2024	100-417-581 Dues and Memberships	424
8649	NSB - BANKCARD CENTER	APR 24	WALMART; ALL HANDS MTG SUPPLIES CREDIT	04/30/2024	14.87-	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	GROCERY OUTLET; CITIZENS ACADEMY SUPPLIES	04/30/2024	24.68	05/10/2024	100-413-600 General Supplies	424
8649	NSB - BANKCARD CENTER	APR 24	VEOLIA; WD TRAINING CREDIT	04/30/2024	200.00-	05/10/2024	510-810-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	EVERIFILE; PW TRAINING CREDIT	04/30/2024	27.50-	05/10/2024	510-810-581 Dues and Memberships	424
8649	NSB - BANKCARD CENTER	APR 24	PAYPAL; CODE 3 ASSOC. HOUSELESS AND PETS AC	04/30/2024	25.50	05/10/2024	100-525-580 Training	424
8649	NSB - BANKCARD CENTER	APR 24	APWA; 2 JOB POSTINGS PW	04/30/2024	150.00	05/10/2024	100-417-581 Dues and Memberships	424
Total 8649:					10,989.68			

NV ENERGY

167	NV ENERGY	10601 MAY 24	80865908610601	05/08/2024	33.92	05/24/2024	100-475-622 Electricity	524
167	NV ENERGY	12019 JUNE 24	34596505012019 ACH	05/16/2024	8,947.21	06/03/2024	510-810-622 Electricity	524
167	NV ENERGY	13050 MAY 24	48768103613050 ACH	05/08/2024	1,867.13	05/24/2024	100-417-622 Electricity	524
167	NV ENERGY	13818 APR 24	34596405113818 ACH	04/26/2024	43.60	05/14/2024	100-475-622 Electricity	424
167	NV ENERGY	14319 MAY 24	34596405214319 ACH	05/08/2024	53.26	05/24/2024	100-575-622 Electricity	524
167	NV ENERGY	26093 MAY 24	34596402626093 ACH	05/04/2024	1,579.12	05/22/2024	100-575-622 Electricity	524
167	NV ENERGY	26100 MAY 24	34596502626100 ACH	05/04/2024	69.71	05/22/2024	520-810-622 Electricity	524
167	NV ENERGY	26100 MAY 24	34596502626100 ACH	05/04/2024	19,863.63	05/22/2024	510-810-622 Electricity	524
167	NV ENERGY	29499 MAY 24	1000213677906929499 ACH	04/30/2024	61.86	05/16/2024	100-475-622 Electricity	424
167	NV ENERGY	30037 MAY 24	34596403630037 ACH	05/16/2024	35.94	06/03/2024	100-576-622 Electricity	524
167	NV ENERGY	30672 APR 24	213677908230672 ACH	04/26/2024	41.13	05/14/2024	100-575-622 Electricity	424
167	NV ENERGY	34991 MAY 24	34596407734991 ACH	05/09/2024	33.92	05/27/2024	510-810-622 Electricity	524
167	NV ENERGY	37594 MAY 24	80865904937594 ACH	05/09/2024	33.92	05/27/2024	100-475-622 Electricity	524
167	NV ENERGY	41110 MAY 24	82190403641110 ACH	05/04/2024	39.20	05/22/2024	520-810-622 Electricity	524
167	NV ENERGY	42683 MAY 24	82190404842683 ACH	05/04/2024	59.28	05/22/2024	100-475-622 Electricity	524
167	NV ENERGY	42683 MAY 24	82190404842683 ACH	05/04/2024	255.10	05/22/2024	100-575-622 Electricity	524
167	NV ENERGY	42683 MAY 24	82190404842683 ACH	05/04/2024	398.59	05/22/2024	510-810-622 Electricity	524
167	NV ENERGY	42683 MAY 24	82190404842683 ACH	05/04/2024	6,487.77	05/22/2024	520-810-622 Electricity	524
167	NV ENERGY	52067 MAY 24	82190407952067ACH	05/08/2024	122.90	05/24/2024	520-810-622 Electricity	524
167	NV ENERGY	65197 MAY 24	34596407565197 ACH	05/08/2024	33.92	05/24/2024	510-810-622 Electricity	524
167	NV ENERGY	67463 MAY 24	34596404867463 ACH	05/09/2024	158.27	05/27/2024	100-575-622 Electricity	524
167	NV ENERGY	68387 MAY 24	345964082-68387	05/09/2024	33.92	05/27/2024	100-475-622 Electricity	524
167	NV ENERGY	71493 APR 24	271223607571493 ACH	04/26/2024	40.57	05/14/2024	100-475-622 Electricity	424
167	NV ENERGY	84389 MAY 24	34596503684389 ACH	05/08/2024	227.69	05/24/2024	100-417-622 Electricity	524
167	NV ENERGY	97731 APR 24	213677908197731 ACH	04/26/2024	42.32	05/14/2024	100-575-622 Electricity	424
167	NV ENERGY	97899 MAY 24	80865904797899 ACH	05/04/2024	14,310.15	05/22/2024	100-475-622 Electricity	524
167	NV ENERGY	98954 MAY 24	82190405098954 ACH	05/04/2024	3,110.54	05/22/2024	520-810-622 Electricity	524
Total 167:					57,984.57			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
OFFICE DEPOT								
133	OFFICE DEPOT	364722290001	Font Desk Printer Toners	05/08/2024	246.49		100-425-600 General Supplies	524
133	OFFICE DEPOT	364723436001	Manilla File Folders	05/08/2024	289.00		100-425-600 General Supplies	524
133	OFFICE DEPOT	364951691001	Office supplies-Legal Pad, Pencil Sharpener, Post-its, Sharpie	05/08/2024	40.92	05/16/2024	100-605-601 Office Supplies	524
133	OFFICE DEPOT	364954107001	Office supplies-mouse	05/07/2024	11.79	05/16/2024	100-605-601 Office Supplies	524
133	OFFICE DEPOT	365125548001	Fingerprinting machine realign with fiscal year	04/26/2024	65.60		100-425-600 General Supplies	424
133	OFFICE DEPOT	365131154001	Jessica Conform Stamp	04/29/2024	23.99		100-425-600 General Supplies	424
133	OFFICE DEPOT	365147796001	Latex Gloves - Medium	04/26/2024	71.96		100-425-600 General Supplies	424
133	OFFICE DEPOT	365367458001	Printer supplies	05/07/2024	75.98	05/16/2024	100-414-600 General Supplies	524
133	OFFICE DEPOT	365652335001	Minor Equipment- Scanner, paper, badge holder, moistener	05/02/2024	427.46	05/16/2024	100-610-605 Minor Equipment	524
133	OFFICE DEPOT	365737586001	Office Supplies- pens	05/03/2024	14.75	05/16/2024	100-610-601 Office Supplies	524
133	OFFICE DEPOT	365737587001	Office Supplies- Badge Card reel	05/02/2024	9.58	05/16/2024	100-610-601 Office Supplies	524
133	OFFICE DEPOT	366315246001	Office Supplies- binder clips, sharpies	05/09/2024	10.63		100-417-322 Prof Serv-Other	524
133	OFFICE DEPOT	366315737001	Minor Equipment	05/08/2024	13.99		100-610-605 Minor Equipment	524
133	OFFICE DEPOT	366315739001	Office Chair	05/09/2024	388.94		100-610-605 Minor Equipment	524
133	OFFICE DEPOT	367439722001	USBs for recordings	05/10/2024	92.40		100-425-600 General Supplies	524
133	OFFICE DEPOT	367834856001	CLA Certs and Cm Gen Supplies Tape	05/20/2024	42.45		100-413-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.65		100-605-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.65		100-416-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.65		510-810-601 Office Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.65		100-610-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.65		100-475-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.65		100-529-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.66		100-418-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.65		100-414-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.67		100-575-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.66		100-413-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.65		510-840-601 Office Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.66		100-415-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.65		100-525-600 General Supplies	524
133	OFFICE DEPOT	367893272001	CITY WIDE PAPER	05/16/2024	31.65		520-810-601 Office Supplies	524
Total 133:					2,269.08			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-297615	FILTER WRENCH FOR FLEET	05/08/2024	7.99	05/16/2024	100-480-600 GENERAL SUPPLIES/TOOLS	524
6230	O'REILLY AUTO PARTS	3599-298531	brakes for 1010	05/14/2024	299.98	05/16/2024	510-810-610 Automotive Supplies	524
6230	O'REILLY AUTO PARTS	3599-298714	wheel weights for fleet	05/15/2024	202.26		100-480-610 AUTOMOTIVE SUPPLIES	524
6230	O'REILLY AUTO PARTS	3599-299733	SHOCKS FOR 9004	05/22/2024	493.82		100-480-610 AUTOMOTIVE SUPPLIES	524
6230	O'REILLY AUTO PARTS	3599-299929	filter for W/T ESCAPE	05/23/2024	9.45		510-840-610 Automotive Supplies	524
Total 6230:					1,013.50			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	COF-KS19	Utilities	05/01/2024	272.45	05/16/2024	510-810-550 Printing and Postage	524
8929	PACIFIC OFFICE AUTOMATION	COF-KS19	FMC	05/01/2024	544.91	05/16/2024	100-425-550 Printing and Postage	524
8929	PACIFIC OFFICE AUTOMATION	COF-KS19	Clerk	05/01/2024	544.91	05/16/2024	100-416-550 Printing and Postage	524
8929	PACIFIC OFFICE AUTOMATION	COF-KS19	CAO	05/01/2024	544.91	05/16/2024	100-414-550 Printing and Postage	524
8929	PACIFIC OFFICE AUTOMATION	COF-KS19	Utilities	05/01/2024	272.46	05/16/2024	520-810-550 Printing and Postage	524
8929	PACIFIC OFFICE AUTOMATION	COF-KS19	Main	05/01/2024	544.91	05/16/2024	100-417-550 Printing and Postage	524
8929	PACIFIC OFFICE AUTOMATION	COF-KS19	HR	05/01/2024	544.91	05/16/2024	100-413-550 Printing and Postage	524
Total 8929:					3,269.46			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5207927	Shred Services	05/01/2024	66.00	05/16/2024	100-416-420 Contract Services	524
8876	PACIFIC STORAGE COMPANY	5207928	Shred Bin May 2024	05/01/2024	16.50		100-425-322 Prof Serv-Other	524
Total 8876:					82.50			
PAPE KENWORTH								
3097	PAPE KENWORTH	15274660	PARTS FOR W/D BACKHOE	05/08/2024	200.23		510-810-430 Repairs & Maintenance	524
3097	PAPE KENWORTH	15274702	light for loader	05/09/2024	99.73		100-475-430 Service-Repair and Maintenance	524
3097	PAPE KENWORTH	15277325	stop light for loader	05/10/2024	128.29		100-475-430 Service-Repair and Maintenance	524
3097	PAPE KENWORTH	15284831	credit memo	05/13/2024	99.73-		100-475-430 Service-Repair and Maintenance	524
3097	PAPE KENWORTH	15303572	stop light for loader	05/20/2024	77.34		100-475-430 Service-Repair and Maintenance	524
Total 3097:					405.86			
PK ELECTRICAL, INC.								
8719	PK ELECTRICAL, INC.	2320704	Camille Generator design services	05/01/2024	4,050.00	05/16/2024	520-166100 Construction In Progress	524
Total 8719:					4,050.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	MAY 2024	RETIREE INSURANCE - #819	05/02/2024	261.08	05/16/2024	520-810-240 Group Insurance	524
143	PUBLIC EMPLOYEES BENEFITS PROG	MAY 2024	RETIREE INSURANCE - #819	05/02/2024	217.68	05/16/2024	100-415-240 Group Insurance	524
143	PUBLIC EMPLOYEES BENEFITS PROG	MAY 2024	RETIREE INSURANCE - #819	05/02/2024	1.08	05/16/2024	510-810-240 Group Insurance	524
143	PUBLIC EMPLOYEES BENEFITS PROG	MAY 2024	RETIREE INSURANCE - #819	05/02/2024	94.16	05/16/2024	100-605-240 Group Insurance	524
Total 143:					574.00			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	APR 2024	#621 RETIREMENT CONTRIBUTIONS	04/30/2024	146,802.61	05/15/2024	100-216000 RETIREMENT PAYABLE	424
Total 144:					146,802.61			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	6381501	BILL #345	04/01/2024	87.96	05/16/2024	100-416-540 Advertising	424
152	RENO GAZETTE JOURNAL	6381501	BILL #342	04/01/2024	101.64	05/16/2024	100-416-540 Advertising	424
152	RENO GAZETTE JOURNAL	6381501	BILL #346	04/01/2024	101.64	05/16/2024	100-416-540 Advertising	424
152	RENO GAZETTE JOURNAL	6381501	BILL #348	04/01/2024	83.40	05/16/2024	100-610-540 Advertising	424
152	RENO GAZETTE JOURNAL	6381501	BILL #346	04/01/2024	97.08	05/16/2024	100-416-540 Advertising	424
152	RENO GAZETTE JOURNAL	6381501	BILL #348	04/01/2024	87.96	05/16/2024	100-416-540 Advertising	424
Total 152:					559.68			
RENOWN HEALTH								
190	RENOWN HEALTH	2884451	MRN 3135089 Acosta	05/13/2024	70.00		100-475-322 Prof Serv-Other	524
190	RENOWN HEALTH	2884451	MRN 5027625	05/13/2024	45.00		510-810-322 Prof Serv-Other	524
Total 190:					115.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	24-0554	Villa Park sewer replacement inspection services	05/14/2024	2,031.75		520-166100 Construction In Progress	524
8602	RESOURCE CONCEPTS	24-0554	Villa park water replacement proejct insoection services	05/14/2024	1,451.25		510-166100 Construction In Progress	524
8602	RESOURCE CONCEPTS	24-0554	Villa Park Pavement Reconstructiton inspeciton services	05/14/2024	2,322.00		100-475-730 Improve other than Buildings	524
8602	RESOURCE CONCEPTS	24-0608	Water Rights Services	05/23/2024	10,558.75		510-810-698 Water Rights Protection	524
8602	RESOURCE CONCEPTS	24-0609	Water Rights Services	05/23/2024	2,340.00		510-810-698 Water Rights Protection	524
Total 8602:					18,703.75			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	24050585	ARMORED SERVICES-WATER	05/10/2024	202.97	05/23/2024	510-810-342 Tech Services-Other	524
8629	SECTRAN SECURITY, INC.	24050585	ARMORED SERVICES-GF	05/10/2024	202.97	05/23/2024	100-415-322 Prof Serv-Other	524
8629	SECTRAN SECURITY, INC.	24050585	ARMORED SERVICES-SEWER	05/10/2024	202.97	05/23/2024	520-810-342 Tech Services-Other	524
Total 8629:					608.91			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	186094	South Arm Interceptor design services	04/30/2024	5,696.35		520-166100 Construction In Progress	424
1897	SHAW ENGINEERING	186149	On call development review CP2023.013 Sherwood Village	04/30/2024	3,500.00		100-529-320 Prof Serv-Engineering	424
1897	SHAW ENGINEERING	186150	On call development review services CP2024-001 600 main s	04/30/2024	3,500.00		100-529-320 Prof Serv-Engineering	424
1897	SHAW ENGINEERING	186151	On call engineering review services TSM Green Valley Phase	04/30/2024	3,500.00		100-529-320 Prof Serv-Engineering	424
1897	SHAW ENGINEERING	186152	On call engineering development reviews AR24001 Justice C	04/30/2024	1,100.00		100-529-320 Prof Serv-Engineering	424
1897	SHAW ENGINEERING	186153	On call development review services CUP24003 FDR Mini St	04/30/2024	1,100.00		100-529-320 Prof Serv-Engineering	424
1897	SHAW ENGINEERING	186154	On call development review services RTA 24002 Fernley Gar	04/30/2024	900.00		100-529-320 Prof Serv-Engineering	424
Total 1897:					19,296.35			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
SIERRA CONTROLS, LLC								
8935	SIERRA CONTROLS, LLC	124978	PS SCADA programming	04/15/2024	541.68	510-840-429	Contract Services-SCADA	424
Total 8935:					541.68			
SIERRA NEVADA CONSTRUCTION INC								
287	SIERRA NEVADA CONSTRUCTION INC	Pay Request 1 23/24 PMP	FY 23/24 Pavement Maintenance project	05/15/2024	595,188.98	100-475-430	Service-Repair and Maintenance	524
Total 287:					595,188.98			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	240466	2 E-One Units	05/14/2024	7,649.28	520-810-615	E-One R & M	524
Total 6530:					7,649.28			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN314758	Monthly samples 1st round	05/09/2024	286.00	05/16/2024	510-810-423 Contract Services-ANALYTICAL	524
7856	SILVER STATE ANALYTICAL LABORATORIES	RN314894	PS Lab samples canal	05/13/2024	1,211.00	05/16/2024	510-840-423 Contract Services-ANALYTICAL	524
7856	SILVER STATE ANALYTICAL LABORATORIES	RN314947	E. main street water main break day 1	05/14/2024	44.00	05/16/2024	510-810-423 Contract Services-ANALYTICAL	524
7856	SILVER STATE ANALYTICAL LABORATORIES	RN314980	sample for E. main street	05/15/2024	44.00		510-810-423 Contract Services-ANALYTICAL	524
7856	SILVER STATE ANALYTICAL LABORATORIES	RN315047	E. main street water sample	05/17/2024	44.00		510-810-423 Contract Services-ANALYTICAL	524
7856	SILVER STATE ANALYTICAL LABORATORIES	RN315109	WWTP Influent & Effluent Samples	05/20/2024	354.00		520-810-423 Contract Services-ANALYTICAL	524
7856	SILVER STATE ANALYTICAL LABORATORIES	RN315145	monthly samples round 1	05/21/2024	264.00		510-810-423 Contract Services-ANALYTICAL	524
Total 7856:					2,247.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	37361	safety gear	05/08/2024	170.83	05/16/2024	100-475-616 Supplies-Safety	524
170	SILVER STATE BARRICADE	37449	signs	05/08/2024	553.60	05/16/2024	100-475-615 Supplies-Signs and Striping	524
Total 170:					724.43			
SMITH & LOVELESS, INC								
213	SMITH & LOVELESS, INC	176783	Loves Lift check valves	05/02/2024	1,181.13	05/16/2024	520-810-430 Service-Repair and Maintenance	524
Total 213:					1,181.13			
SOSU TV CORP								
8909	SOSU TV CORP	WC1343	Fernley Focus Videos May24	05/01/2024	1,083.00	05/16/2024	100-413-322 Prof Serv-Other	524
Total 8909:					1,083.00			
SOUTHERN TIRE MART LLC								
8964	SOUTHERN TIRE MART LLC	7590028864	2 tires for 9004	05/13/2024	667.46	05/16/2024	100-480-610 AUTOMOTIVE SUPPLIES	524

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8964	SOUTHERN TIRE MART LLC	7590029296	tires for W/D 1010	05/23/2024	1,192.80		510-810-430 Repairs & Maintenance	524
Total 8964:					1,860.26			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 MAY 24	910000818971 ACH	05/16/2024	30.24	06/04/2024	520-810-621 Natural Gas	524
204	SOUTHWEST GAS CORP	33096 APR 24	910001133096 ACH	04/26/2024	394.58	05/15/2024	510-810-621 Natural Gas	424
204	SOUTHWEST GAS CORP	86744 MAY 24	910001086744 WTP	05/13/2024	2,348.58	06/03/2024	510-840-621 Natural Gas	524
Total 204:					2,773.40			
SPARKS ELECTRIC MOTOR REPAIR								
1291	SPARKS ELECTRIC MOTOR REPAIR	20497	Well 11 pump motor rebuild	04/26/2024	18,405.66	05/16/2024	510-840-430 Service-Repair and Maintenance	424
Total 1291:					18,405.66			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	MAY 2024-2	CHILD SUPPORT	05/17/2024	319.84	05/16/2024	100-219900 OTHER PAYROLL PAYABLES	524
Total 176:					319.84			
SUSIE'S BBQ & CATERING								
8983	SUSIE'S BBQ & CATERING	MAY 2024	CLA GRAD DINNER	05/23/2024	360.00	05/23/2024	100-413-600 General Supplies	524
Total 8983:					360.00			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	17869	Water Right Contract FY23/24 April 24	04/30/2024	1,477.70	05/16/2024	510-810-698 Water Rights Protection	424
Total 3275:					1,477.70			
TROJAN TECHNOLOGIES CORP								
8959	TROJAN TECHNOLOGIES CORP	252/50000318	PS MF Numatics upgrade	05/20/2024	249,789.44		510-166100 Construction In Progress	524
Total 8959:					249,789.44			
TSK								
8714	TSK	21-058.00-23	CRRC 04/01/2024 through 04/30/2024	04/30/2024	28,554.75	05/16/2024	220-480-810 ARPA	424
Total 8714:					28,554.75			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	JUNE 2024	PREPAID POSTAGE FOR IN-HOUSE BILLING	05/20/2024	1,900.00	05/23/2024	510-810-550 Printing and Postage	524
7344	U S POSTAL SERVICE	JUNE 2024	PREPAID POSTAGE FOR IN-HOUSE BILLING	05/20/2024	1,900.00	05/23/2024	520-810-550 Printing and Postage	524

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 7344:					3,800.00			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00300874	Level transducer for well 13	03/08/2024	1,116.10	05/16/2024	510-840-430 Service-Repair and Maintenance	324
464	USA BLUEBOOK	INV00363866	PS Lab Supplies	05/13/2024	459.08	05/16/2024	510-840-614 Plant/Shop/Maint. Supplies	524
Total 464:					1,575.18			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9962965280	WTP	05/24/2024	451.15	05/23/2024	510-840-530 Communications	524
8495	VERIZON WIRELESS	9962965280	Council	05/24/2024	167.04	05/23/2024	100-412-530 Communications (Internet,Cell)	524
8495	VERIZON WIRELESS	9962965280	Water Dist	05/24/2024	255.96	05/23/2024	510-810-530 Communications	524
8495	VERIZON WIRELESS	9962965280	Bldg & Safety	05/24/2024	333.10	05/23/2024	100-417-530 Communications (Internet,Cell)	524
8495	VERIZON WIRELESS	9962965280	FMC	05/24/2024	56.03	05/23/2024	100-425-530 Communications (Internet,Cell)	524
8495	VERIZON WIRELESS	9962965280	City Hall / Facilities	05/24/2024	646.57	05/23/2024	100-417-530 Communications (Internet,Cell)	524
8495	VERIZON WIRELESS	9962965280	WWater	05/24/2024	367.95	05/23/2024	520-810-530 Communications	524
8495	VERIZON WIRELESS	9962965280	CAO	05/24/2024	140.03	05/23/2024	100-414-530 Communications (Internet,Cell)	524
8495	VERIZON WIRELESS	9962965280	IT	05/24/2024	56.03	05/23/2024	100-418-530 Communications (Internet,Cell)	524
8495	VERIZON WIRELESS	9962965280	WWater Router	05/24/2024	91.89	05/23/2024	520-810-530 Communications	524
8495	VERIZON WIRELESS	9962965280	CMO	05/24/2024	56.03	05/23/2024	100-413-530 Communications (Internet,Cell)	524
8495	VERIZON WIRELESS	9963056504	52267 April 2-May 01 24	05/24/2024	40.01	05/16/2024	520-810-530 Communications	524
Total 8495:					2,661.79			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2466	WW SCADA Contract Services	04/30/2024	232.50	05/16/2024	520-810-429 Contract Services-SCADA	424
Total 8606:					232.50			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	MAY 2024-1	DEFERRED COMPENSATION, 457	05/03/2024	2,742.50	05/07/2024	100-215000 457 PAYABLE	524
8591	VOYA FINANCIAL	MAY 2024-1	ROTH IRA	05/03/2024	210.00	05/07/2024	100-215000 457 PAYABLE	524
8591	VOYA FINANCIAL	MAY 2024-2	ROTH IRA	05/17/2024	210.00	05/17/2024	100-215000 457 PAYABLE	524
8591	VOYA FINANCIAL	MAY 2024-2	DEFERRED COMPENSATION, 457	05/17/2024	2,822.50	05/17/2024	100-215000 457 PAYABLE	524
Total 8591:					5,985.00			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11219419	Sensus single port MXU	05/06/2024	3,157.80	05/16/2024	510-166100 Construction In Progress	524
195	WESTERN NEVADA SUPPLY CO.	11219420	bin stock	05/06/2024	240.00	05/16/2024	510-810-613 Supplies-Meter Service	524
195	WESTERN NEVADA SUPPLY CO.	11221069	bin stock	05/06/2024	175.28	05/16/2024	510-810-613 Supplies-Meter Service	524
195	WESTERN NEVADA SUPPLY CO.	11225908	PS irrigation backflow	05/07/2024	107.80	05/16/2024	510-840-430 Service-Repair and Maintenance	524
195	WESTERN NEVADA SUPPLY CO.	11240949	bin stock	05/08/2024	730.95	05/16/2024	510-810-613 Supplies-Meter Service	524

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
195	WESTERN NEVADA SUPPLY CO.	11267811	green valley meter replacement	05/24/2024	612.21		510-810-613 Supplies-Meter Service	524
195	WESTERN NEVADA SUPPLY CO.	19957064	3/4 inch 1 gallon water meters	05/16/2024	5,521.30		510-166100 Construction In Progress	524
195	WESTERN NEVADA SUPPLY CO.	CM11181611	returned storz fittings	05/24/2024	2,019.78-		510-810-613 Supplies-Meter Service	524
195	WESTERN NEVADA SUPPLY CO.	CM11267811	green valley meter replacement	05/24/2024	404.43-		510-810-613 Supplies-Meter Service	524
Total 195:					8,121.13			
WHITE CAP, L.P.								
8852	WHITE CAP, L.P.	204227	Supplies	05/15/2024	1,316.94		100-575-600 General Supplies	524
Total 8852:					1,316.94			
YESCO, LLC								
6806	YESCO, LLC	INY-0505800	June 24 - Reader Board Maintenance paid full YR until 6/24	06/01/2024	.00		225-575-320 PROFESSIONAL SERVICES	624
Total 6806:					.00			
Grand Totals:					3,509,418.00			

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
MAY 15, 2024**

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, City Manager Ben Marchant, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Planning Director Michele Rambo, Public Works Director Barry Williams, Deputy Public Works Director Olivia John, City Engineer Derek Starkey, Building Official Charity Birkel, HR Manager Mitzi Carter, Court Judge Lori Matheus.

1.3. Public Forum

Tammy Dittman, Fernley resident, requested that the council not approve the budget.

Becky Howlett, Fernley 4th of July Committee member, challenged the Councilmembers to match Councilwoman McKay's donation to the Fernley 4th of July. There will be a service at 10:00 at the Fire Station on Thursday, May 16 for Dan McCassie and a procession to the Cemetery.

Joseph Motsinger, Fernley resident and City employee, asked that they vote yes on the Compensation Plan Package.

Tessa Garvin, Fernley resident, expressed her confusion and astonishment over the budget, specifically for streets and storm drains. The Public Works department is given the largest allocation of city funds and has been unrealized by millions for years. This unused allocation to this magnitude is theft to the people of this community. I strongly and respectfully request that the city and the city council make a conservative and responsible adjustment to the streets and storm drains budget for Fiscal Year 2024 until Public Works can provide a valid justification for their budget allocation and provide transparency for both the city and the public.

Shay League, Fernley resident and City employee, stated that in the past 2 years the city lost 31 of its colleagues. Why are we losing that money and opportunity cost of employees in a revolving door? That's what I would like you to consider when you're looking at our compensation package.

Jessica Murdock, Fernley resident and City employee, stated she was worried because she lives paycheck to paycheck. If you approve this budget, you keep the good employees who want to be here. You help us gain a life and work-life balance. I live here. I work here, and I want to continue working here and by not approving this budget you hurt the good staff we have and the

people who are trying to make the city better. If you don't pass the budget, we risk losing positions.

Mr. G (Zoom) stated he is a former city employee. He had certifications and experience but couldn't afford to stay and went elsewhere making double what he was making at the city. He would have loved to stay with the city.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA WITH ITEM 5.6 MOVED BEFORE 5.5. **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.

2. CONSENT AGENDA

Councilwoman Fran McKay asked to have item 2.5 pulled from the consent agenda for extra discussion after the rest of the items.

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk, Kim Swanson read the new approved business licenses.

2.4. Possible Action to Approve the Will-Serve Request from The Meadows at Inglewood, LLC for 0.29 ERC's for Water and 1.30 ERC's for Sewer for Canal Wine Lounge Lyon County Parcel 020-341-11 located at 1032 Inglewood #110 Fernley, NV 89408

2.5. (Possible Action) Approval the Non-Exclusive ("Open") Waste Franchise Agreement for Multi-family and Non-Residential Waste Collection for Reno Dumpster

Motion: I MOVE TO APPROVE THE CONSENT AGENDA WITH 2.5 PULLED FOR DISCUSSION. **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.

Councilwoman McKay asked for clarification regarding Item 2.5.

Ben Marchant, City Manager, explained that Waste Management remains the exclusive provider for residential waste removal in the City of Fernley. Multifamily apartments and non-residential or commercial waste collection remains an open franchise. Reno Dumpster is an option for apartment complexes, multifamily areas, commercial and industrial services.

Motion: I MOVE TO APPROVE 2.5. **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.

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 recognized the passing of Dan McCassie. The department received a call for services at the 600 block of Angela Street which turned out to be a swatting call. Swatting, generally, is conducted by somebody from an out-of-state area. Deputy Eric Mendoza, who's been working as our school resource officer here in Fernley transferred over to Dayton. Deputy Vasquez just got back from the Academy and will be filling that school resource officer position until the end of the school year. The department is now at 4 deputies per shift working here in the city. There are 19 deputies assigned to Fernley currently.

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

Ben Marchant, City Manager, reminded everyone that the FCTA grant applications need to be submitted by 5:00 PM on May 31st. Friday, the FCTA Board will review the grant applications and make selections during the June 17th board meeting. Fernley Art week is here, and the 3rd annual Music Murals and Margaritas Festival is already getting started. May 17th is the Fernley Chamber of Commerce Main Street Poker Walk from 3:30 to 6:30 pm. They will meet at the Fernley Clock on the corner of Silver Lace and Main Street. Saturday, May 18th the festival begins at noon, at 10 Center Street. Admission is free. Monday, May 27th there will be a ceremony at the Northern Nevada Veterans Cemetery at 11 am. Please join the Nevada Veterans Coalition in honoring and remembering the fallen service men and women. The coalition needs volunteers for flag day on Saturday, May 25th at 8:30 am. City Hall will be closed on Monday May 27, in observance of Memorial Day.

Kim Swanson, City Clerk, reported that early voting would start on May 25th at 10:00 am.

Judge Lori Matheus requested that if the City Council does not approve item 5.5, that when approving item 5.3, the court's job descriptions not be included in that approval.

Councilwoman Fran McKay reported 4th of July Committee are in the process of sending out solicitations letters to help pay for things because they are a non-profit. The spaghetti dinner raised \$1,742. She also confirmed with Barry Williams, Public Works Director, that the city was still providing the barricades for 4th of July.

Councilwoman Felicity Zoberski congratulated the Fernley High School Boys Golf for winning the 3A State Championship. Jacob Holmes was 3A State Individual Champion

Councilman Ryan Hanan stated that the new installation at the Art Park by Chad Rice is illuminated at night. It is amazing to see local talent displayed here. He extended his condolences to the McCassie family.

Councilman Stan Lau welcome back Derek Starkey.

Mayor Neal E. McIntyre reported that he got to be the Ring Master at the circus that was in town.

4. PROCLAMATIONS BY THE MAYOR

Mayor Neal E. McIntyre stated that today is Police Officers Memorial Day and Police Officer Week so we want to thank all of our deputies in Lyon County. The City Hall flag is flying at half-mass.

He also proclaimed May is Mental Health Month and presented a proclamation to Laura Yannis, Executive Director for NAM Western Nevada. The second proclamation was National Public Works Week, May 19th to 25th, and was presented to Barry Williams, Public Works Director.

Break 5:55 pm - 6:05 pm

5. STAFF REPORTS

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

Councilwoman Fran McKay requested that this item be pulled until the next budget meeting.

Motion: I MOVE TO MOVE THIS TO THE MAY 22, 2024, BUDGET MEETING. **Action:** Approved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, **No:** Councilman Lau, Councilman Hanan.

Mayor Neal E. McIntyre vetoed the vote.

City Attorney Mouritsen stated there would have to be a four-fifths vote to overturn the veto.

Motion: MOVE TO OVERTURN THE VETO. **Action:** Denied. **Moved by:** Councilwoman McKay, **Seconded by:** Councilman Torres. **Vote:** Failed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, **No:** Councilman Lau, Councilman Hanan.

Robert Carson, City Treasurer, presented the changes that were made to the Tentative Budget that was presented to City Council on April 4, 2024. As a reminder, he stated that a budget is not binding. What a budget does is give you authority to spend and incur expenditures. What we are doing is proposing what we are allowed to spend. This budget was developed in conformity with the council's goal and all the proposed expenses are within the limits of the expected revenues. He went through where some of the assumptions came from and explained the changes that were made to the tentative budget that was presented already. This budget included an appropriation from General Fund reserves to off-set a projected deficit of \$900,000 (expenses exceeding revenues). The proposed budget that was presented included funding for all proposed increases to staff wages, capital projects and operations, decreasing the prior year budgeted deficit from \$3.67 million down to \$900,000. The preliminary 2024-2025 Budget that is being presented to the City Council is now a fully balanced budget where revenues equal expenses. This is the first time that the City of Fernley will have the chance to approve a balanced budget since FY 2014. The difference in cost from the current City of Fernley Compensation Plan compared to the new proposal is an increase of \$282,000. The final balanced budget includes this amount to fund the proposed increases for the new compensation plan.

Councilman Torres asked (1) about their new positions that were approved on April 4th and reallocating of funds. (2) If the wage, compensation study and wage increases are approved, then the wages won't increase in the next 2 years other than by small percentages or whatever

City Treasurer Carson stated that the reallocation is for the breakdown of employee salaries that are paid over multiple funds. The percentage of allocations changes each year based on the expenditure of the funds from the prior year. Everything that was asked was approved and funded through the budget that we presented, the only thing that came back was the associate planner is not approved. Money is not being taken away from other projects. He continued by stating employees will have more structured steps, some of it may be a \$1.00 some \$.50. It just depends where they are on the steps and what the next increase is. As far as the cost-of-living adjustment the salary scaled will be adjusted by that and then wherever they fall on the next step All increases be effective on July 1st so it's easier to budget and forecast.

Councilwoman Fran McKay (1) asked if the state of the economy, the political state right now, and the Governor asking for a flat budget has been considered. (2) Why the Public Works Department has the budget it has?

City Treasurer Carson explained (1) that the revenues have been historically under budget by massive amounts except for the ones the city does not control. The State may issue a flat budget, they told us to increase our property tax budget by \$650,000. We are increasing the revenue slightly to be in line with where it's actually going to be because a majority of them are based on use. The expenditures were not reduced by a lot. (2) There are different divisions within the Public Works Department. Streets and Storm Drains are the largest allocation and that includes the RTC funds. The budgeted RTC funds is what is anticipated to be spent on projects. It's a dollar-for-dollar reimbursement, so it kind of inflates the budget expenditures. There are other projects that haven't been started yet.

Councilman Hannan asked about (1) flat budgets and (2) if money is being borrowed from the budget.

City Treasurer Carson explained that (1) flat budget means you're not going to increase any expedites and hold off on any large projects, and salary increases. (2) The proposed expenditures and estimates are covered by the estimated revenues.

Councilwoman Zoberski asked (1) if the \$280,00 included the cost-of-living increase and (2) in 5 years from now are we also budgeting for those increases every single year. She would like to see the projection of what is going to be paid out in 5 years. (3) She also asked where the \$4,000,000. for the CRC came from and (4) how prepared are we for an economic downturn. (5) There is a large sum of money in our savings that is consistently collecting interest, and that money is committed. Is accruing interest being calculated into what the future finances are?

City Treasurer Carson explained the (1) the \$280,000 is over what would be next year's salaries and wages to the general fund if nothing changes and that is based on projected salaries under the current contract with 2% COLA and 3% merit increases. (2) Going forward for the next 5 years, under the proposed wage plan, it will make it easier to budget because increases are not based on percentages, and there are also a lot of other factors that come into plan with PERS rates, healthcare rates and things like that. (3) He explained that 8.3% of the prior year's expenditures, less capital outlay goes to unassigned fund balance then you subtract your restricted fund balance, and the remainder is committed to the CRC, so the \$4,000,000 is

proposed because that is the shortfall in funding that we have to complete phase 1. (4) You can do your best to prepare for an economic downturn. What we can look at going forward is if we have a slight shortfall, you can use some of the savings to fund in the short term. (5) The interest is in the budget, because you must forecast where you think you will be at the end of the year, so an estimated amount is built into the budget. That's where the estimated beginning fund balance of \$15,000,000 comes from.

Ben Marchant, City Manager, stated because of the good management that the Council has exercised in budgeting in the past years in growing that surplus from \$5,000,000 up to \$15,000,000, the City Council can decide to preserve projects. Right now, the council doesn't have that option because the Council resolved to only use those funds for the CRC, but that's a resolution that the City Council can change when they see that it is needed.

5.2. (For Possible Action) Discussion and possible action to adopt Resolution 24-013 amending the City of Fernley Personnel Policy Manual.

Ben Marchant, City Manager, explained 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.

Motion: I MOVE TO ADOPT RESOLUTION 24-013 AMENDING THE CITY OF FERNLEY PERSONNEL POLICY MANUAL. **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.

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

Ben Marchant, City Manager, stated that they have gone through all the current active job descriptions for all departments and all employees to verify that the job descriptions are consistent with the jobs they are performing and consistent with the responsibilities and assignments we anticipate them to have in the coming year. There is one exception to this. Judge Matheus brought up earlier what happened with the court clerk positions. Right now, in the current plan, there are 3 different positions for a probationary position, Court 1, Court 2 and Court 3, and by talking with them, it is really one job, and it's each year of experience they would be expected to progress through this, so it was collapsed into one Clerk Specialist position and created a 5-year step program.

Councilwoman Zoberski asked what the current classification is under Accounting Manager.

City Manager Marchant stated that the current title for Ms. Carrick is Deputy Finance Director.

Mayor Neal E. McIntyre called for a break 7:19 - 7:27.

Motion: I MOVE TO APPROVE THE UPDATED JOB DESCRIPTIONS AND RECLASSIFICATIONS MINUS THE ACCOUNTING MANAGER POSITION. **Action:** Withdrawn, **Moved by:** Councilwoman Zoberski, **Seconded by:** Councilwoman McKay.

Motion: I MOVE TO APPROVE THE UPDATED JOB DESCRIPTIONS AND RECLASSIFICATIONS MINUS THE COURT CLERK AND THE ACCOUNTING MANAGER DEPENDENT ON WHETHER THE COMPENSATION STUDY IS PASSED. **Action:** Passed, **Moved by:** Councilwoman Felicity Zoberski, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 3 No 2. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, **No:** Councilman Hanan, Councilman Lau.

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

Ben Marchant, City Manager, explained these positions were proposed as desirable and necessary for the growth of the city. The council requested that the Associate Planner position not be funded and that we hold off on filling that position until we deem that it's necessary based on increased development demands.

Councilman Torres questioned why the Associate Planner position was listed when it was voted on at the April 4th budget meeting not to have this position until next year.

City Manager Marchant stated that this is just a job description like other vacant positions in the City that are not filled right now, but it is not budgeted.

Motion: I MOVE TO APPROVE THE NEW POSITIONS OF UTILITY DIRECTOR, ANIMAL SERVICES PROGRAM MANAGER, PLANNING TECHNICIAN AND ASSOCIATE PLANNER. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, **No:** Councilman Torres, Councilwoman McKay.

5.6. Consideration of correction action pursuant to NRS 241.0365 on action previously taken by city council on May 1, 2024. (Discussion and for possible action). The City Council will consider whether to rescind the vote taken on agenda item 6.3 of the regular meeting held on May 1, 2024. (For Possible Action) (Discussion and Possible Action to approve the 2024 City of Fernley Compensation Plan).

Mayor McIntyre responded to a letter given to the Council at the last meeting that he did not see until some days later. The letter is full of bad information. Whoever wrote it clearly doesn't have the knowledge or expertise to make the information and formed opinions about this year's budget process because they do not have all the facts. It is his duty as Mayor to be fully transparent with the City Council and the public about the City's budget and lay to rest inaccuracies and doubts brought by the person who wrote this letter. The proposed budget for 2025 is balanced, responsible and sustainable. It does not use any prior year's savings to the proposed wage increases. We found that 72% of Fernley's employees make less than the average minimum paid for the same job in other cities and counties in Northern Nevada. The City Council resolution passed last year dedicating all reserve funds for the completion of the CRRC is being followed. This budget process has been totally transparent and anybody that says otherwise is simply wrong. The budget was presented on April 4, 2024, and tentatively approved by City Council as presented. The proposed budget includes all expenses in wages and benefits and assertions that it doesn't is wrong. Updates to the final version have been presented this evening. Anyone with questions has been openly invited to meet and discuss with the City

Manager, City Treasurer, and himself. He sincerely hopes that no one is relying upon the opinion of whoever wrote this letter, which is completely lacking the facts in accuracy. On May 1, 2024, action was taken to table items related to a proposed 2024 City of Fernley Compensation Plan. Just prior to the meeting, the document was distributed by a member of council internally and was not included in the packet that was provided to the public, nor was it made available to the public. NRS 241.0206 requires that supporting materials provided to members of the council at the meeting must be made available to the public. This week the letter has been included in the agenda for the public to review. Item 5.6 is to discuss and take action to correct a potential violation that may have occurred. Following council comments and before any action is taken the floor will be open for public comment. related to this item.

Motion: I MOVE TO RESCIND THE VOTE ON MAY 1, 2024, IN RELATION TO ITEM 6.3 AS IT RELATES TO THE COMPENSATION PLAN. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, **No:** Councilman Torres, Councilwoman McKay

5.5. Reconsideration of agenda item 6.3 from May 1, 2024 (For Possible Action) Discussion and Possible Action to approve the 2024 City of Fernley Compensation Plan. The City Council will discuss and take possible action regarding approving the 2024 City of Fernley Compensation Plan.

City Manager Marchant presented that 72% of the positions are proposed to be modified in the Compensation Plan. There are several positions that are not affected, based on the fact they are already being paid at rates comparable to the market. Seven positions were picked at random to use as examples to explain the methodology to show how the compensation plan relates to the wage study that was performed.

Councilwoman McKay stated that she would like time to get a clear picture of all the departments.

Motion: I MOVE TO RESCHEDULE THIS ITEM FOR NEXT WEEK PRIOR TO THE BUDGET MEETING. **Action:** Approved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, Councilman Hanan, **No:** Councilman Lau.

6. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Break 8:13 - 8:15

Councilwoman Felicity Zoberski requested a closed session to do a competence study for Jennie Carrick, who is our Deputy City Treasurer, her qualifications and new job description.

Councilwoman Fran McKay requested a closed session at the first meeting available to discuss the competency and job performance of City Manager Ben Marchant.

7. PUBLIC FORUM

Tammy Dittman, a city resident, stated that this was the most unprofessional city council meeting she has ever been to.

The next meeting will be held Wednesday May 22, 2024, at 6:00 pm.

8. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:19 pm.

Approved by the Fernley City Council on June 5, 2024, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL BUDGET MEETING
MAY 22, 2024**

Mayor Neal E. McIntyre called the meeting to order at 6:00 pm.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres (Zoom), Councilwoman Fran McKay, City Manager Benjamin Marchant, Deputy City Manager Lydia Altick, HR Manager Mitzi Carter, City Attorney Aaron Mouritsen, Administrative Specialist II Reba Skinner, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, Court Judge Lori Matheus.

1.3. Public Forum

Tiffany Wood, City employee, expressed her concerns about the Compensation Plan and asked City Council to please pass the Compensation plan.

1.4. (For Possible Action) Approval of Agenda

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

2. STAFF REPORTS

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

Ben Marchant, City Manager, stated that there was not a presentation for this meeting, as it was presented at the May 15, 2024, budget meeting.

Councilwoman Zoberski asked how the Union plays into the Compensation Plan, and the employees under contract. She also asked for clarification on the step process and which departments have the highest raise. Would still like a second opinion on the Compensation Plan Study.

City Manager Marchant, stated he met with the Union to discuss the proposed changes to the Policy Manual, Job Descriptions, and the Compensation Plan. He stated the Union didn't have anything to say about it unless the Council took action to approve it. The specifics of the compensation were discussed with scenarios for the different positions. They wanted to verify that no one in the Union would be hurt or make less because of this Compensation Plan. After

showing every employee would be better off with the new Compensation Plan, they said that they would be happy to take it to their members with the positive recommendation to approve changing it. Where we are now is, if the Compensation Plan is approved, there is verbal support from the Union that this is what they want, but no formal action has been taken, and it ultimately needs to be taken to their membership for a vote. If their membership votes it down, then they continue with the same wage structure that is in the collective bargaining agreement and if there is no change, we'll have budget savings for the difference. If they vote it up, then it would go forward in accordance with the new Compensation Plan. With the contract employees, the vote by the membership to change the contract would be brought before the council to ratify as an amendment to the Collective Bargaining Agreement. An explanation was given on the step process and the departments with the largest increases are Utility Billing Manager in Public Works, Human Resource Manager in the City Manager's office, and Animal Control Services Manager.

Councilwoman Fran McKay stated that she has objections with the very new employees coming up to the same level as employees who have been here for over two years. Most of the raises only have to do with the cost of living that everybody's going to get on July 1st anyway. She agreed with Councilwoman Zoberski to get a second opinion, but to wait until after the July pay raises and see what happens.

Motion: I MOVE TO APPROVE THE 2024 CITY OF FERNLEY COMPENSATION PLAN.

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

Vote: Passed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, **No:** Councilman Torres, Councilwoman McKay.

3. PUBLIC HEARINGS

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

Ben Marchant, City Manager, presented the final budget. A draft of the 2025 Budget was presented to the City Council at the Budget workshop on April 4, 2024. This budget included an appropriation from General Fund reserves to off-set a projected deficit of \$900,000 (expenses exceeding revenues). The proposed budget that was presented included funding for all proposed increases to staff wages, capital projects and operations, decreasing the prior year budgeted deficit from \$3.67 million down to \$900,000. The preliminary FY2024-2025 Budget that is being presented to the City Council is now a fully balanced budget where revenues equal expenses. The difference in cost from the current City of Fernley Compensation Plan compared to the new proposal is an increase of \$282,000. The final balanced budget includes this amount to fund the proposed increases for the new compensation plan. He presented individual department budgets. The Water Fund is an enterprise fund. It operates independently of the General Fund. No funds from the Water Fund can be spent on General Fund projects. It is exclusive to the Water fund, but it can pay for the services that are provided to the Water Fund in the form of HR, finance, management and leadership and other things, and that is where you have inter-fund

billings. The Sewer Fund is similar to the Water Fund. It is a stand-alone independent enterprise fund. We do not use Sewer Fund revenue to do anything in the General Fund or Water Fund. The Transient Lodging Tax is a major source of revenue that we use to fund the Community Response and Resource Center, the arts and cultural events and various other things.

Public Comment:

Dana Uhlhorn, Fernley resident, thanked the council for the money for the arts culture. He also asked about the sewer expenses going down every year.

Robert Carson, City Treasurer, explained that it depends on the 5-year plan for the projects that are proposed for the following year. Some projects may be more expensive or less expensive, there is a 5-year plan that's drawn out for those.

Councilwoman Felicity Zoberiski asked if any of the future park plans are budgeted as well.

Barry Williams, Public Works Director, stated that most of the park's expenses such as all the parks' projects do not come out of these specific line items in the park's operating budget. A lot of it is going to be charged to special funds like transient lodging taxes and those end up in a different part of the budget.

Motion: I MOVE TO APPROVE THE 2024/2025 FISCAL YEAR PROPOSED BUDGET.

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

Vote: Passed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberiski, Councilman Lau, Councilman Hanan, **No:** Councilman Torres, Councilwoman McKay.

4. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

4.1. Possible action to request a future agenda item to enter into a closed session to discuss the qualifications, competency and character of Jennie Carrick, Deputy City Treasurer.

Councilwoman Felicity Zoberiski stated she requested this agenda item because in the new title for the city employees, Jennie Carrick, as the Deputy City Treasurer, was being demoted in her title and not in her wage and would like further details.

Motion: I MOVE TO BRING A CLOSED SESSION FORWARD TO DISCUSS QUALIFICATIONS, COMPETENCY, AND THE CHARACTER OF JENNIE CARRICK. **Action:**

Approved. **Moved by:** Councilwoman Felicity Zoberiski, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberiski, Councilman Torres, Councilwoman McKay, Councilman Hanan, **No:** Councilman Lau.

4.2. Possible action to request a future agenda item to discuss the qualifications, competency and character of Benjamin Marchant, City Manager.

Councilwoman Fran McKay stated that she has been doing some research and found some new information that she would like to share in a closed session.

Motion: I MOVE TO HAVE A CLOSED SESSION TO DISCUSS THE QUALIFICATIONS, COMPETENCY AND CHARACTER FOR BENJAMIN MARCHANT, CITY MANAGER. **Action:**

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

Vote: Passed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, **No:** Councilman Lau, Councilman Hanan.

Mayor Neal E. McIntyre vetoed the vote.

5. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilwoman Felicity Zoberski would like a wage study done by an outside source and have it compared to the inside study. Also, look at how dated our master plans are, just to make sure that we're staying on track as far as budgeting and following those master plans.

Councilman Albert Torres requested to have our independent auditors come in and do a presentation, talking about fund balance and budgeting.

6. PUBLIC FORUM

None at this time.

Next meeting will June 5, 2024, at 5:00 pm.

7. ADJOURNMENT

There being no further business to come before it, the Fernley City Council Budget meeting adjourned at 7:09 pm.

Approved by the Fernley City Council on June 5, 2024, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Orignation date = 5/10/2024-5/30/2024

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
1st Response Towing Inc.	Michael Loria	925 Matley Ln	Reno	NV	89502	702-210-6659	Towing/Garage	Towing and recovery services
Artisan Communities LLC	John L Reynen/Kath	9598 Prototype Court, Suite	Reno	NV	89521	916-366-3665	Contractor	General Contractor #74690
1-888-4-Abatement NV, Inc	Neil D Ostrander	318 S 19th Street	Sparks	NV	89431	916-231-0090	Contractor	Removal of Asbestos Contract
Jerri Chesney	Jerri Chesney	1451 Grey Bluffs Dr.	Fernley	NV	89408	425-870-7491	Hobby/Crafter, Sewing, J	Crafts: rag rug craft sales
Silver State Heating & Air Condition	William Turner	80 Coney Island Drive	Sparks	NV	89431	775-677-2944	Contractor	HVAC Contractor #75741
PW Fund B Development LLC	Kevin Ramos	850 Commerce Center Drive	Fernley	NV	89408	916-379-3800	Property Rentals	Commercial property rental
Systems Automated, LLC.	Jay Easley and Janin	8343 Gateway Dr.	Argyle	TX	76226	940-412-9100	Contractor	Electrical Contractor #89335 C
Elaine King Mossner	Elaine King Mossner	773 Seabiscuit Drive	Fernley	NV	89408	650-804-4642	Hobby/Crafter, Sewing, J	Crafter: acrylic paints
Hett Tree Service LLC	Cody Hettinger	102 Michaelsen Dr	Fernley	NV	89408		Lawn Care & Tree Servic	Tree Service
Beth Culbertson	Beth Culbertson	207 Endeavor Ln	Fernley	NV	89408	360-373-3836	Hobby/Crafter, Sewing, J	Crafter: fabric crafts
Skin Majick LLC	Katherine Marie Pric	165 West Main St Suite C	Fernley	NV	89408	925-339-3939	Hair/Nail/Tanning/Spa Se	Esthetics
J&M Fresh Floors LLC	Jaime Basurto	1160 Roberson Ln	Fallon	NV	89406	775-294-4373	Cleaning Services	Carpet, tile, wood & upholstery
Notajo, LLC	Nebiyou Tekle & Stell	1101 Enderly Lane	Las Vegas	NV	89144	702-557-6898	Contractor	General Contractor #86681
Nevada Advertising LLC	Steve Tenney	678 W. Silver Street, Suite 10	Elko	NV	89801	775-738-4024	Contractor	Sign Contractor #67836
Groves Family Plumbing LLC	Jared Groves	7750 Key Largo Drive	Reno	NV	89506	775-857-6683	Contractor	Plumbing Contractor #91264
JT Thorpe Industrial, Inc	Terra Millennium	1132 S 500 W	Salt Lake City	UT	84101	801-521-5200	Contractor	Scaffolding & Insulation Contra
(Mary Jo) MJ Dodson	MJ Dodson	658 Palomino Dr	Fernley	NV	89408	775-493-1855	Hobby/Crafter, Sewing, J	Crafter: beaded earrings, cryst
High Desert Exterior Cleaning	Duane Anderson	405 Willow Way	Fernley	NV	89408	775-481-7696	Cleaning Services	Exterior, window, gutter & drye
Big Picture Development Group Inc	Brett McElhaney	800 W 2nd St Ste 200	Reno	NV	89503	775-853-5525 x	Contractor	Prefab steel structures; Reside
Sobers Family LLC	Jennifer & Matt Sobe	4690 Longley Ln C#126	Reno	NV	89502	775-685-9127	Restaurant/Fast Food/Fo	Mobile Shaved Ice
Engineered Products, a Pape Co.	David Salman - Presi	9800 40th Ave S	Seattle	WA	98118	206-394-3300	Contractor	Conveyance of goods Contract
McDonald Carano LLP	Matt Addison - Mana	100 W Liberty St., 10th Floor	Reno	NV	89501	775-788-2000	Attorney/Legal Services	Legal services
S & L Plumbing LLC	Jorge Solano / Josue	235 E Surge St	Reno	NV	89506	775-856-9318	Contractor	Plumbing Contractor #90906
Grand Totals:								
23								

Report Criteria:

License.Status = "Active"

Business.Orignation date = 5/10/2024-5/30/2024



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 5, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Barry Williams, Public Works Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

100-475-600

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a Transfer Agreement between the Nevada Department of Transportation and the City of Fernley, to relinquish certain portions of Duffy Road to the City of Fernley.

AGENDA ITEM BRIEF:

The details of the abandonment and realignment of a portion of Duffy Road are outlined in the Mark IV Development Agreement (DA) approved by City Council on 4/3/2024. The first step in this process is to request the transfer of all rights, title, and interest from the State of Nevada, acting by and through the Nevada Department of Transportation, to the City of Fernley. If approved, this portion of Duffy Road can be developed by Mark IV per the approved DA.

RECOMMENDED MOTION:

I move to Approve a Cooperative Transfer Agreement, between the Nevada Department of Transportation and the City of Fernley, relinquishing certain portions of Duffy Road to the City of Fernley.

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may deny the approval of the cooperative agreement and provide staff with further direction.

BACKGROUND:

Currently, the State of Nevada owns and maintains the subject portion of Duffy Road. In order for the road to be transferred to the City of Fernley then developed by Mark IV, a Cooperative Agreement between the State of Nevada, acting through the Nevada Department of Transportation, must be approved by City Council.

The details of the abandonment and realignment of a portion of Duffy Road are outlined in the Mark IV Development Agreement (DA) approved by City Council on 4/3/2024. "Old Duffy Road", as mentioned in the DA, will be abandoned then realigned creating a new public roadway through the industrial development. The proposed "New Duffy Road" will improve access within the development and create a more efficient use of infrastructure within the City's right-of-way.

City Council will have the opportunity to vote on the acceptance of the Developer's final improvements to Duffy Road when the improvements are formally dedicated to the City.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 277.080, NRS 277.110, and NRS 408.527

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Attachment A - Duffy Rd.rev
2. Exhibit B
3. Attachment C Duffy Rd_v3
4. NM281-24-805 Cooperative Final

City of Fernley
Attachment A
 Summary of Transfer
 ROADS TO THE CITY

Location:	From*	To*	Length (mi.)*	Lane Miles
FRLY01 (Duffy Rd.)	South ROW (Nevada Pacific Pkwy)	ROW Fence	0.22	0.44
FRLY01 (Duffy Rd.)	ROW Fence	East ROW Duffy Rd. at EOP	0.31	0.62
FRLY01 (Duffy Rd.)	East ROW Duffy Rd. at Beginning of EOP	End ROW Duffy Rd. 0.15 Miles NE of Pavement	0.15	0.3
FRLY01 (Duffy Rd.)	East ROW Duffy Rd. at Beginning of EOP	I80 ROW Overpass	0.09	0.18
Sub-Totals			0.77	1.54

*Notes:

- 1) Termini shown are approximate and only for reference. Actual limits will be defined in right-of-way documents.
- 2) Length shown is approximate and only for reference. Actual lengths will be defined in right-of-way documents.
- 3) Ownership of any portion of roadway that crosses another State Route will not be transferred

PARCEL NO. PREFIX: I-080-LY-

END
RELINQUISHMENT

PROJECT: I-IG-080-1(13)41
E.A. 70015
PROJECT: SPI-080-1(048)
E.A. 72857

COUNTY OF
LYON

CITY OF
FERNLEY



"Pe" 386+97.26 P.O.T.
TO LOVELOCK

IR-80 "pw" CL
IR-80 "pe" CL

005.103 XS1

SECTION 5

SECTION 4

"Pe" 361+79.08 P.O.T.

"Pe" 359+48.93 P.O.T.

NEVADA
PACIFIC
PARKWAY
INTERCHANGE

004.506 XS1

AREAS TO BE RELINQUISHED

BEGIN
RELINQUISHMENT

"Pe" 350+02.23 P.O.T.

MAP ID NO.: 56494



TRACED	JPP
CHECKED	LOT
DATE OF LAST REVISION:	

REL 21-03 STATE OF NEVADA LY-81
DEPARTMENT OF TRANSPORTATION

DATE: NOVEMBER 17, 2023

EXHIBIT "B"

APPROVED:
MANAGER II, R/W SURVEY SERVICES
NOT TO SCALE SHEET 1 OF 7

ATTACHMENT C

ADDITIONAL CONDITIONS TO ROAD TRANSFER AGREEMENT NUMBER -

PROJECTS

- A.** CITY projects to be completed prior to, in conjunction with Mark IV (DEVELOPER), or as a condition of this road transfer.
1. Maintain existing alignment of Duffy Rd, while the new alignment is being constructed, by CITY in conjunction with DEVELOPER.
 2. Following the completion of all transfers and developments, the CITY shall be bound to uphold the continued accessibility of the Duffy Road underpass at its existing Control of Access location. This obligation shall remain in effect indefinitely, and the CITY shall undertake all necessary actions to safeguard access to the underpass.
 3. Prior to any transfer or development activities, the CITY shall be responsible for the scarification of Duffy Road as necessary for relocation purposes. Furthermore, the CITY shall promptly notify the DEPARTMENT, regarding the need for the relocation of right-of-way fencing. Such notification shall include all pertinent details and timelines to facilitate the timely relocation of fencing to accommodate the scarification of Duffy Road.
- B.** CITY project to be completed prior to, in conjunction with DEVELOPER, or as a condition of this road transfer.
1. Upon the successful completion of the New Alignment of Duffy Road, CITY shall accept the transfer of the newly constructed Road from DEVELOPER. CITY shall promptly provide documentary evidence of such transfer to DEPARTMENT. Upon receipt of the documentation, DEPARTMENT shall relinquish and transfer any rights it may have had regarding the old alignment of road described in ATTACHMENT A and Exhibit B to CITY.
 2. CITY hereby agrees to transfer the old alignment of the road, as described in Attachment A and Exhibit B, to DEVELOPER.

COOPERATIVE AGREEMENT

This Agreement is made and entered into on 2024 , by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the City of Fernley, 595 Silver Lace Boulevard, Fernley, NV 89408, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined pursuant to Nevada Revised Statutes (NRS) 277.110 as an agreement between two or more public agencies for the joint exercise of powers, privileges, and authority; and

WHEREAS, Agreements between the DEPARTMENT and local public agencies are authorized under NRS Chapters 277 and 408; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the NRS, the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS Chapter 408.527 provides for the DEPARTMENT to relinquish portions of State rights-of-way and highways; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreements in accordance with NRS 277.080 to 277.110, inclusive; and

WHEREAS, the purpose of this Agreement is to establish roles, responsibilities, and obligations of each party relative to the relinquishment, conveyance, and transfer of all rights, title, and interest of certain portions of Duffy Road in the City of Fernley, County of Lyon, as described in Attachment A – Summary of Transfer, and Attachment B – Areas to be Relinquished, attached hereto and incorporated herein; and

WHEREAS, the DEPARTMENT presently owns and currently maintains said portions of Duffy Road; and

WHEREAS, it is the intent of the parties hereto that DEPARTMENT shall relinquish and convey all rights, title, and interest in those portions of Duffy Road as described in Attachments A and B, and that such relinquishment shall be subject to those conditions identified in Attachment C – Additional Conditions to Road Transfer, attached hereto and incorporated herein; and

WHEREAS, the relinquishment of said portions of Duffy Road shall be of benefit to the DEPARTMENT, the CITY, and to the people of the State of Nevada; and

ARTICLE I - CITY AGREES

1. To prepare, accept, and adopt a Resolution Consenting to Relinquishment and Land Transfer Agreement ("Resolution of Consent") for those portions of Duffy Road listed and depicted in Attachments A and B, subject to those Additional Conditions to Road Transfer identified in Attachment C, upon execution of this Agreement, and recordation of the Resolution of Relinquishment of a Portion of State Highway Right-of-Way ("Resolution of Relinquishment").

2. To recommend to the Fernley City Council approval of the Resolution of Consent for the subject portions of the roadway identified herein.

3. To be responsible for securing any and all funding that may be necessary for maintenance or future construction activities regarding those portions of Duffy Road that are relinquished to the City in this agreement.

ARTICLE II - DEPARTMENT AGREES

1. To prepare the aforementioned Resolution of Consent and Resolution of Relinquishment.

2. To submit the Resolution of Relinquishment to the Department of Transportation Board for final approval, upon receipt of the executed Resolution of Consent.

3. To prepare all legal descriptions and maps necessary for the transfer of those portions of the roadway identified and depicted in Attachments A and B.

ARTICLE III - IT IS MUTUALLY AGREED

1. The transfer of all maintenance roles, responsibilities, and operation of those roadway portions identified in Attachment A – Summary of Transfer, and B – Areas to be Relinquished, shall be effective upon recordation of the Resolution of Relinquishment.

2. Maintenance responsibility is defined as taking over all maintenance activities within the right-of-way including, but not limited to maintenance of pavement, curbs and gutters, sidewalks, signing, fencing, irrigation, landscaping, storm drain facilities, and lighting, unless specifically addressed in Attachment C – Additional Conditions to Road Transfer.

3. Operational responsibility includes the issuance of all permits and improvements as needed.

4. The delivery of all right-of-way documents for the transfer of those roadway portions identified in Attachment A and depicted in Attachment B shall be completed within twenty-four (24) months of the execution of this Agreement unless additional time is deemed necessary and agreed to by both parties.

5. This Agreement shall terminate upon recordation of the Resolution of Relinquishment.

6. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

7. This Agreement does not allocate or re-allocate any funding for maintenance or future construction activities planned or desired upon the roadway portions being transferred, subject to those conditions identified in Attachment C.

8. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties without cause.

9. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally

in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Tracy Larkin Thomason, P.E., Director
Nevada Department of Transportation
Attn: Casey Smith
Planning/Roadway Systems
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7675
Email: cjsmith@dot.nv.gov

FOR CITY:

Barry Williams, Public Works Director
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408
Phone: (775) 784-9929
Email: bwilliams@cityoffernley.org

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

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

12. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

13. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or any of its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including a breach of the same term.

14. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

15. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

16. Except as otherwise expressly provided within this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

17. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third-party beneficiary status hereunder or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

18. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years.

19. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is, and shall be, a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

20. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other party.

21. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

22. Pursuant to NRS 239 information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

23. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required to be kept confidential by this Agreement.

24. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

25. The parties agree to be solely responsible for responding to any claims or legal proceedings for conditions or incidences related to each party's respective responsibilities as they stand prior to and beginning on the effective date of this Agreement.

26. The parties agree that for the calendar year in which this Agreement's effective date occurs, for motor vehicle fuel tax or other funding allocation determination, the parties will use for the purpose of mileage calculation the roadways for which they are responsible at the end of that calendar year.

27. This Agreement may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or email, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

28. This Agreement constitutes the entire agreement of the parties, and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Kim Swanson, City Clerk

Director

Neal McIntyre, City of Fernley Mayor

Approved as to Legality and Form:

Approved as to Form:

Deputy Attorney General

Aaron, Mouritsen, City Attorney



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 5, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes:

No:

CURRENTLY BUDGETED:

Yes:

No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM:

Possible action to approve a Settlement Agreement and Release of all claims between the City of Fernley and Rachel Endel in the amount of \$35,000.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. City of Fernley R. Endel IBEW 1245 Signed Executed Copy 5.10.24

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

For good and valuable consideration, Rachel Endel ("Endel") and IBEW 1245 ("the Union") hereby agree to release and forever discharge, the City of Fernley ("the City"), including each and every one of its officers, directors, volunteers, current and former employees, commissioners, supervisors, elected or appointed officials, or board members, predecessors and successors, in their personal and official capacity; their insurers and reinsurers; as well as their agents, servants, attorneys and any and all other persons, firms or corporations which might be subject to liability, in any and all actions, including litigation, any and all claims which could be brought before the Nevada Employee Relations Board, or any grievance available under a collective bargaining agreement, as follows, together all known as "Releasees."

RECITALS

1. On or about February 3, 2023, Endel signed and agreed to a Last Chance Agreement related to her employment with the City of Fernley.
2. On or about March 13, 2023, Endel was notified of an intent to recommend termination based on allegations of her failure to comply with the Last Chance Agreement.
3. On or about March 20, 2023, Endel and the Union were notified of her termination.
4. On or about March 29, 2023, the Union filed Grievance #01-2023, related to Endel's termination.

AGREEMENT

In consideration of the promises set forth in this Settlement Agreement and Release of All Claims ("Release"), it is hereby agreed:

1. The settlement entails a payment by the City to Endel in the total amount of thirty-five thousand dollars, (\$35,000.00), inclusive of costs and attorney's fees.
2. The Union agrees to dismiss with prejudice any and all claims it has brought or could have brought against the City related to Endel's employment with or termination from her employment with the City.

Endel understands that the payment made pursuant to this agreement may be subject to federal, state, and local taxes as required by law. The payment hereunder will be made

without deductions or withholdings and the City will issue a Form 1099-MISC in the amount of this payment. Should it be determined by any governmental agency or other taxing authority that payment to Endel should have been subject to withholding or deductions, Endel agrees to indemnify the City for any tax or deduction that should have been withheld by the City on behalf of Endel, as well as any resulting penalty, fine or other damages assessed against the City. Endel further agrees and acknowledges that she has been properly paid for all hours worked for the City, that all salary, wages, benefits, and other compensation due to Endel have been paid, and that she is not owed any other compensation in any form from the City other than as provided for in this release.

2. Endel hereby releases and forever discharges, the Releasees above named, of and from any and all actions, causes of action, claims, demands, damages, costs, expenses, and compensation, past, present, or future, on account of or in any way growing out of Endel's employment with the City, and all other alleged acts and/or omissions as more specifically asserted in the Union grievance referenced above. The Release includes any and all claims for relief which could have been averred to in any legal or administrative action, including the Equal Employment Opportunity Commission, the Nevada Equal Rights Commission, the Employee Management Relations Board, or any state or federal court of competent jurisdiction, as well as any grievance available under a collective bargaining agreement which has been or could be brought against the Releasees, and including its related public entities; as well as each and every one of its officers, directors, volunteers, current and former employees, commissioners, supervisors, elected or appointed officials, or board members, predecessors and successors, in their personal and official capacity; their insurers and reinsurers; as well as their agents, servants, attorneys and any and all other persons, firms or corporations which might be subject to liability, in any and all actions.

3. This Release also addresses and resolves any and all liabilities, claims, demands, obligations and causes of action which have been brought or which could have been brought arising directly or indirectly out of Nevada statutory and common law, tortious discharge, tort claims, breach of employment policy, breach of promise, breach of contract, intentional and emotional distress, libel, slander, assault, battery, fraud, misrepresentations, failure to pay compensation benefits, overtime, bonuses, denial of due process, claims brought under 42 U.S.C. § 1983 or 42 U.S.C. § 1988, retaliation on the basis of protected speech, retaliation and discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability or national origin or any other protected category under state or federal law, including but not limited to as prohibited by the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act, the Uniform Services Employment and Reemployment Rights Act, equitable and declaratory relief, and all federal, state and local laws prohibiting discrimination and retaliation, as well as any claims made in the above-referenced matter. The identification of specific statutes in

this paragraph is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner.

4. Endel represents there are no other administrative claims currently pending other than the pending above-referenced complaint. In the event Endel files future claims with any administrative agency, she acknowledges that she is prohibited from recovering any compensation or damages as a result of those claims which may have been or could be brought by her or on her behalf as relates to her employment with or separation from the City.

5. Endel understands she is not eligible for rehire at the City of Fernley and agrees to not apply for such employment. If she applies and is not hired, she foregoes any claims she could bring based upon the failure to rehire.

6. It is further understood that this waiver is both knowing and voluntary as contemplated by the Federal Age Discrimination in Employment Act ("ADEA"), 29 USC § 626(f), as well as the Older Workers Benefit Protection Act, any related State age claims, and that this waiver specifically includes all claims that may arise under any portion of the language of the Federal ADEA, 29 USC § 621, *et seq.* In this regard, the undersigned hereby acknowledges that:

A. Endel has been advised in writing to seek the advice of legal counsel prior to executing this Agreement and Release and has had an opportunity to consult legal counsel of her choosing.

B. Endel knowingly, freely, and voluntarily assents to all of its terms and conditions including, without limitation, the waiver, release, and covenants contained herein.

C. Endel is executing this Release, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Endel is otherwise entitled.

7. The above-referenced consideration will be facilitated through the City as soon as the required paperwork and dismissals have been completed.

8. Endel hereby declares and represents that the losses sustained are uncertain and indefinite and in making this release and agreement it is understood and agreed that she relies wholly upon her own judgment, belief and knowledge of the nature, extent, and duration of said losses and damages. IT IS ENDEL'S INTENT AND UNDERSTANDING THAT ANY CLAIM FOR PRESENTLY UNKNOWN LOSSES IS INCLUDED WITHIN THE TERMS AND THE CONTEXT OF THIS RELEASE, and that she has not been influenced to any extent whatsoever in making this release by

any representations or statements regarding said losses or regarding any other matters made by persons, firms, or corporations who are hereby released, or by any person or persons representing them or employed by them.

9. Endel further understands and agrees that this settlement is a compromise of doubtful and disputed claims, and that the payment is not to be construed as an admission of liability by the City or other Releasees, such liability being expressly denied. No provision of this Agreement is to be construed or shall be interpreted as rendering either party a prevailing party for any reason, including but not limited to an award of costs or fees. Endel understands and agrees that the parties will bear their respective fees and costs.

10. Endel further agrees to authorize the Union to dismiss the above-referenced Grievance #01-2023, with prejudice. Endel understands that the dismissal of the action is in its entirety, the parties each to bear their respective costs and attorney's fees.

11. Endel further agrees that Releasees shall be held harmless from and indemnified against all losses, damages, costs and expenses, including reasonable attorney fees, and all other sums which said Releasees may hereafter incur, pay, be required or become obligated to pay on account of any and every further, additional or other demand, claim or suit by or on behalf of the undersigned or any other person, firm, or corporation for any loss as provided in this release, or for any contest or attempt to modify, change, reform, break, set aside, nullify, cancel or negate this release or any part or provision of said release for any reason whatsoever, or for any breach of any of the terms of this release by the undersigned.

12. The parties further mutually agree not to make or cause to be made, defamatory or disparaging statements about the other in any form or forum, including social media, press, or any other platform, which would in any way damage the other in any business or professional relationship, unless such statements are compelled by court order. This provision is not intended to interfere with any rights Endel may have under the National Labor Relations Act related to the terms and conditions of her employment. Endel acknowledges that the Releasees are not responsible for any statements made by anyone other than senior-level management or senior-level staff or elected officials within the City. This exclusion from responsibility includes statements made by lower-level staff over whom the City has limited control.

13. The City agrees all inquiries regarding Endel made to the City will be referred to its Human Resources Department. The City will limit its response to providing the date of hire and position held, unless otherwise required under governmental legal process, including but not limited to receipt of a valid subpoena.

14. Endel further covenants and agrees that this Release is a settlement in good faith, with full knowledge of the facts and circumstances of said incidents and relationships, and that this document contains the entire agreement between the parties hereto.

15. The waiver of a breach of any provision of this agreement shall not be construed as a waiver of any subsequent breach. No waiver or modification of this agreement shall be valid unless in writing and duly executed by an authorized representative of all parties. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties unless such waiver or modification is in writing and signed. The parties agree that the provisions of this paragraph may not be waived except as herein set forth.

16. The parties agree that although this Release has been prepared by counsel for the City, all parties have had an opportunity to thoroughly review the Release, and each has been advised of an opportunity to retain an attorney. As such, by executing this Release, each party agrees that the Release shall not be construed against any other based upon any claim that the Release was prepared by attorneys for the City, or that Endel has been prejudiced thereby.

17. Endel acknowledges approval of this Release is subject to deliberation and a vote by the City Council, which must occur in an open meeting in compliance with Nevada's open meeting laws.

18. Endel acknowledges that by execution of this Release she is not giving up or waiving any future rights which may arise after the date of the execution of this Agreement, or under the U.S. Constitution; federal statutes including but not limited to the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act; and all state and local laws prohibiting discrimination or retaliation.

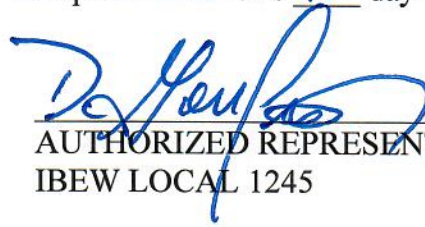
UNDER PENALTY OF PERJURY, RACHEL ENDEL has executed this Agreement and Release as a compromise of a disputed claim this 10th day of May, 2024.


RACHEL ENDEL

[Remainder of page left intentionally blank.]

UNDER PENALTY OF PERJURY, the undersigned has executed this Agreement and Release as a compromise of a disputed claim this 10th day of

May, 2024.



AUTHORIZED REPRESENTATIVE FOR
IBEW LOCAL 1245

UNDER PENALTY OF PERJURY, the undersigned has executed this Agreement and Release as a compromise of a disputed claim this ____ day of

____, 2024.

AUTHORIZED REPRESENTATIVE FOR
THE CITY OF FERNLEY



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 5, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Benjamin Marchant, City Manager

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-418-342

ACTION REQUESTED: Consent

AGENDA ITEM:

(Possible Action) to approve the service and license agreement with CivicPlus to provide annual support, maintenance, and hosting of the City's website in the amount of \$31,870.31 for FY2024-2025.

AGENDA ITEM BRIEF:

The cost covers the CivicMobile Annual fee, CivicSend Annual fee, the annual fee for annual support, maintenance, and hosting, the annual fee for media center storage, the Frase Answer Engine (chatbot), CivicEngage Central redesign ultimate annual fee, and the SSL certificate annual fee. The City has used CivicPlus services and hosting website since 2017.

RECOMMENDED MOTION:

"I move to approve the service and license agreement with CivicPlus to provide annual support, maintenance and hosting of the City's website for FY2024-25 in the amount of \$ \$31,870.31."

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:

- Not approve the contract and direct staff to look for other possible companies for website platform services
- Request additional information

BACKGROUND:

The City has used CivicPlus as the City's website platform and support services since 2017. Support includes technical support of the software, application support, technical maintenance of the City's website. The cost covers the CivicEngage Central integration, which includes standard mobile relevant modules, 48 Month Redesign Ultimate Annual - CivicEngage Central, Proprietary CP Mobile app shell, API management and Build Tool, Annual Fee for Hosting and Support, Annual Fee for Media Center Storage, the Frase Answer Engine for Local Government which uses website content to answer citizen questions; including dashboard analytics and language translation, SSL Certificate Annual Fee, and CivicSend Annual Fee.

Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

The contract defines termination, liability, and legal requirements.

FINANCIAL IMPLICATIONS:

Funds have been budgeted for FY 2024-2025.

ATTACHMENTS:

1. CivicPlus contract FY2024-25
2. Attachment A Civic Plus_COE FY24-25
3. Invoice_FY24-25

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

This contract is entered into by City of Fernley and CivicPlus

1. CONTRACT TERM. This Contract shall be effective from July 1, 2024 to June 30, 2025

2. SCOPE OF WORK AND CONSIDERATION. The parties agree that Contractor will provide the following Scope of Services:
See Attachment A Scope of Services

The City will pay CivicPlus an amount not-to-exceed (NTE) of \$ 31,870.31 for services as described based on actual time and materials.

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

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

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

6. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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

8. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, Contractor is and shall be an independent contractor. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Neither Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

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

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

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

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

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

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

16. ACKNOWLEDGMENT, EXECUTION & PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract.

Contractor Representative

DATE: _____

BUS LIC # _____

TITLE: _____

ADDRESS: _____

CivicPlus

302 S. 4th Street Suite 500
Manhattan, KS 66502

City of Fernley Originating Department

DATE: _____

City Clerk, City of Fernley

DATE: _____

Mayor, City of Fernley

DATE: _____



ATTACHMENT A Scope of Services

CivicPlus

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

Quote #:

Q-71810-1

Date:

4/12/2024 3:28 PM

Customer:

FERNLEY, NEVADA

QTY	Product Name	DESCRIPTION
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	Redesign Annual Increase.
1.00	CivicEngage Central CivicPlus Mobile Base App (CivicMobile Client) Renewal	Proprietary CP Mobile app shell, API management and Build Tool
1.00	CivicPlus Mobile - CivicEngage Central Renewal	A CivicEngage Central integration, which includes standard mobile relevant modules
1.00	Premium CivicSend Renewal	CivicSend Annual Fee
1.00	Media Center Storage Annual Fee	Annual Fee for Media Center Storage.
1.00	CivicPlus Chatbot Subscription Renewal	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.
1.00	SSL Certificate Annual Fee	SSL Certificate Annual Fee
1.00	Annual Fee Renewal (Hosting & Support)	Annual Fee for Hosting and Support
Annual Recurring Services - Initial Term		USD 31,870.31
Annual Recurring Services - (Subject to Uplift)		USD 31,870.31

1. This renewal Statement of Work ("SOW") is between City of Fernley ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 7/1/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Benjamin Marchant

Amy Vikander

Title:

Title:

City Manager

Senior Vice President of Customer Success

Date: 04/26/2024

Date:



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#304672

7/1/2024

PO #

Bill To

Jennie Carrick
City of Fernley
595 Silverlace Blvd
Fernley NV 89408

TOTAL DUE

\$31,870.31

Due Date: 7/31/2024

Terms	Due Date	PO #	Approving Authority
Net 30	7/31/2024		

Qty	Item	Start Date	End Date
1	A CivicEngage Central integration, which includes standard mobile relevant modules	7/1/2024	6/30/2025
1	48 Month Redesign Ultimate Annual - CivicEngage Central	7/1/2024	6/30/2025
1	Proprietary CP Mobile app shell, API management and Build Tool	7/1/2024	6/30/2025
1	Annual Fee for Hosting and Support	7/1/2024	6/30/2025
1	Annual Fee for Media Center Storage.	7/1/2024	6/30/2025
1	Powered by AI technology, the Frase Answer Engine for Local Government uses website content to answer citizen questions. This solution includes dashboard analytics and language translation.	7/1/2024	6/30/2025
1	SSL Certificate Annual Fee	7/1/2024	6/30/2025
1	CivicSend Annual Fee	7/1/2024	6/30/2025

Total \$31,870.31

Due **\$31,870.31**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



NEVADA PUBLIC AGENCY INSURANCE POOL MEMBER COVERAGE SUMMARY

Prepared For:
Fernley, City of

Prepared By:
LP Insurance Services, Inc.

**THANK YOU FOR
YOUR
MEMBERSHIP!**



Dear POOL Member:

Thank you for your continuing leadership commitment to serving your communities by fulfilling your public service mission. The POOL continues to offer programs, services and support for Members' financial security and collaborating with you in support of your mission.

This Member Coverage Summary reflects the successful negotiations with multiple markets to obtain cost-effective terms, conditions and pricing for approval by the POOL Board on behalf of all Members.

As owners of the POOL, you approved the extensive risk management services, such as POOL/PACT HR services including its training courses and ELearning modules on important HR topics. Enrollment in POOL's ELearning programs including Target Solutions Fire/EMS training, KnowBe4 email security training continues to reach an increasing number of employees for convenient and cost-effective learning. Our ongoing focus on law enforcement policies and practices targeted jail and road operations with onsite and virtual assessments and sample policies.

We encourage you to discuss the POOL's services with staff and your agent. We regularly update our website and encourage you to visit www.poolpact.com to utilize a growing base of HR and risk management information in the resource libraries. While there, look for the POOL Coverage documents, board and committee agendas and minutes.

Thanks to all Member volunteers who serve on our boards and committees. These volunteers do a superb job of representing the interests of the Members of your POOL.

Sincerely,

Wayne Carlson
Executive Director
Nevada Public Agency Insurance Pool



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

RENEWAL PROPOSAL	COVERAGE PERIOD	NAMED ASSURED	MAINTENANCE DEDUCTIBLE
	07/01/2024 – 07/01/2025 Standard Time	Fernley, City of	\$2,000

Property Coverage

Coverage	Limit per Loss	
Property	\$300,000,000	Per Schedule of Locations

The following sub-limits apply to Section V. C. Extensions of Property Coverage:

Accounts Receivable	\$5,000,000 per loss
Arson Reward	10% up to \$25,000 per loss
Debris Removal - Mold/ Asbestos	\$100,000
Earthquake	\$150,000,000 aggregate
Flood	\$150,000,000 aggregate \$25,000,000 aggregate - Flood Zone A
Equipment Breakdown	\$100,000,000 per loss
• Loss of Income & Extra Expense	included
• Hazardous Substance Coverage	\$250,000 per loss
• Spoilage Coverage	\$250,000 per loss
• Data Restoration	\$100,000 per loss
• Electrical Risk Improvements	\$10,000
Expediting Expenses	\$25,000 per loss
Unintentional Errors and Omissions	\$5,000,000 per loss
Money and Securities	\$500,000 per loss
Ordinance or Law – LEED Building	\$500,000
Agreed Value Vehicles	Per Attachment D, if applicable



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Liability Coverage

The Limits of Liability are as *follows*:

Coverage	Limit per Named Assured	Annual Aggregate Limit per Named Assured
Per Event	\$10,000,000	\$10,000,000
<i>All Sublimits are a part of and not in addition to the Limits of Liability.</i>		
<i>Liability Sublimits:</i>		
• Additional Assured (Lessors) (Section I, item 2)	\$2,000,000	
• Weed Spray Property Damage (Section IV, item 3 (B) (2) (ix))	\$250,000	\$250,000
• Emergency Response to Pollution (Section IV, item 3 (B) (2) (v))	\$1,000,000	\$1,000,000
• Criminal Defense Fees and Costs (Section VI, part C, item 4)	\$50,000	\$50,000
• Defense for Regulatory Agency Actions (Section VI, part C, item 16)	\$50,000	
Sexual Abuse Sublimit (Section VI, part C, item 21)	\$2,500,000	\$2,500,000
<i>Retroactive Date</i>	<i>May 1, 1987 except as shown in Attachment C</i>	



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Cyber Risk Coverage Form

CYBER SECURITY RISK COVERAGE			
PART ONE: Terms and Conditions			
SECURITY RISK COVERAGE LIMITS	Limit per Named Assured Per PRIVACY OR SECURITY EVENT	Annual Aggregate Limit Per All Named Assureds	
PART TWO: Privacy or Security Liability Limits	\$1,000,000	\$ 1,000,000 up to \$15,000,000 aggregate all POOL Members combined	
<i>The following sub-limits are a part of and not in addition to the Limits of Liability:</i>			
PART THREE: Security Failure/Privacy Event Management Coverage	\$100,000		
PART FOUR: Network Interruption Coverage	\$250,000		
Proof of Loss Preparation Costs (as defined), (Separate Limit)	\$50,000		
Retroactive Date		July 1, 2013	



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Environmental Liability Coverage

The Limits of Liability are as follows:

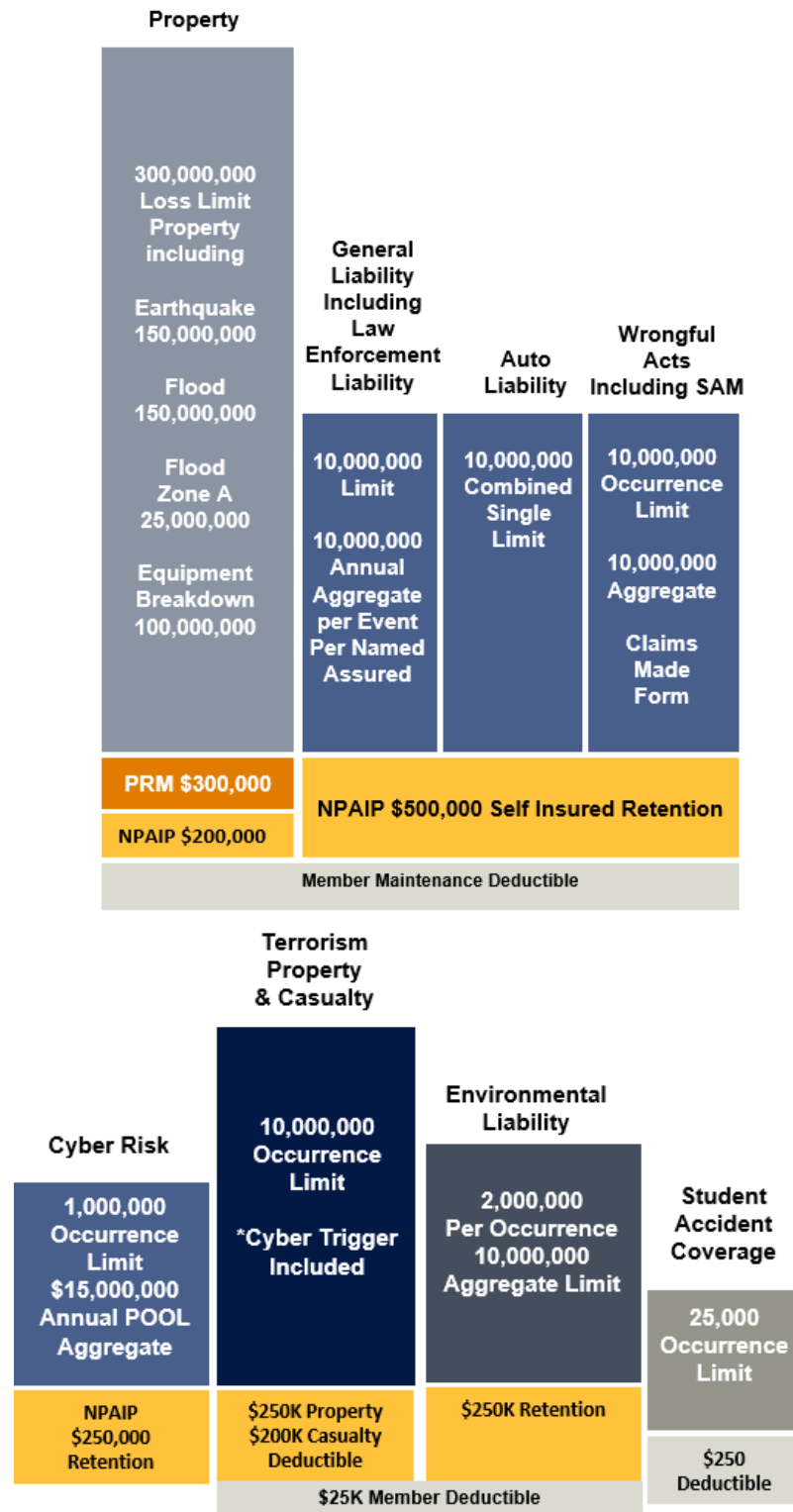
Coverage A	Third Party Claims for Bodily Injury, Property Damage or Remediation Expense
Coverage B	First Party Remediation Expense
Coverage C	Emergency Response Expense
Coverage D	Business Interruption

COVERAGE	DEDUCTIBLE	EACH INCIDENT LIMIT	AGGREGATE LIMIT
A,B,C	\$25,000	\$2,000,000	\$10,000,000

COVERAGE	DEDUCTIBLE	BUSINESS INTERRUPTION LIMIT (Days)	BUSINESS INTERRUPTION LIMIT (\$)
D	3 Days	365	\$2,000,000



NPAIP 2024 - 2025 Program Structure





NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

Member Contribution:

Total Cost:	\$320,058.53
Agent Compensation:	\$22,398.66
Total Program Cost Including All POOL Services:	\$342,457.19



NEVADA PUBLIC AGENCY INSURANCE POOL COVERAGE SUMMARY

The current market conditions have softened a little over last year and the economic inflation is not as hard felt. With the softening market, contributions are mainly reflecting changes in exposures, such as Total Insured Values, Number of Employees, Amount of Payroll, Number of Law Enforcement, Number of Students, Firefighters, EMT's, and the Number of Vehicles (below is a breakdown of your application exposures year-over-year).

For All Members Property, NPAIP obtained a Flat rate compared to expiring, due to our long-term relationship in the London Market.

Municipality Liability for NPAIP continues to be impacted by adverse loss development related to social inflation, law enforcement and climate change.

The School Liability for NPAIP continues to be impacted by large settlements due to Wrongful Acts including Sexual Abuse and Molestation.

Coverage:

Maintenance Deductible:	\$2,000
-------------------------	---------

	2023	2024	Percent (%) Change
Program Cost Comparison	\$317,990.42	\$342,457.19	7.69%

Key Exposures:

	2023	2024	Percent (%) Change
Payroll	\$4,616,223	\$5,007,664	8.48%
Total Insured Values	\$63,805,720	\$68,585,223	7.49%
Auto Count	63	67	6.35%
Law Enforcement	1	1	0.00%
Employees	69	78	13.04%
EMT's	0	0	0.00%
Student ADA			0.00%
Teachers	0	0	0.00%



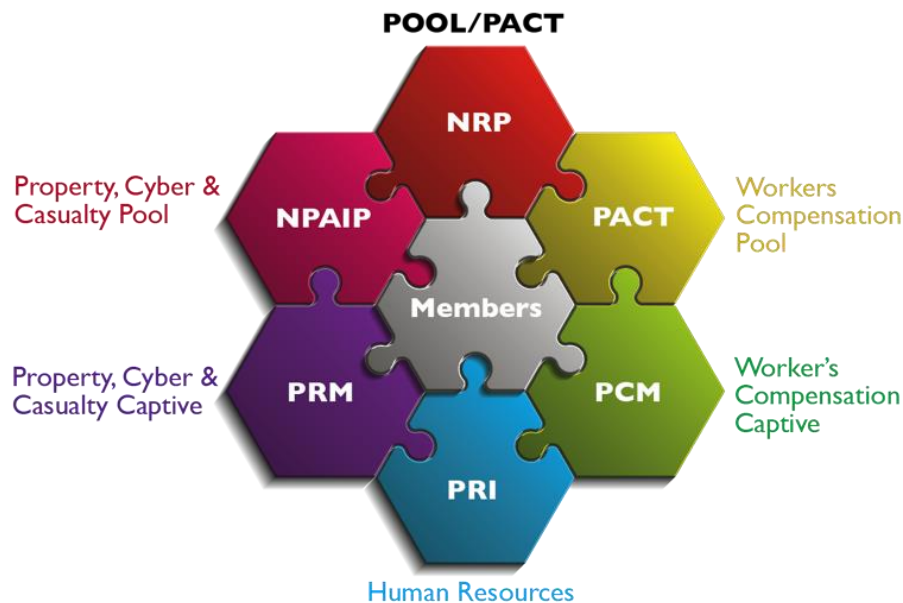
POOL/PACT – HERE FOR YOU

Members Helping Members

In 1987, four Nevada counties formed their own risk sharing pool. Now over thirty years later, the majority of Nevada's public entities remain committed to each other and the mission of their risk pool organization. POOL/PACT continues to excel in providing an unparalleled level of service to our members. Our mission seeks to help members manage their risks so they can serve the public effectively.

The POOL Board is comprised of dedicated, hardworking, and ethical Member leaders focused on public risk management. They continue to do an excellent job of representing the interests of the Member-owners of POOL/PACT.

Our members continue to see great value in being part of POOL/PACT because of extensive services, which keeps membership retention strong. POOL/PACT encourages you to discuss the services we offer with your insurance agent – its valued partner in the POOL program.



POOL Executive Committee

Josh Foli - Chair (Lyon County)
Geof Stark – Director (Churchill County)
Amanda Osborne - Director (Elko County)
Dan Murphy – Vice Chair (Pershing Co.SD)
Gina Rackley – Fiscal Officer (Humboldt Co)
Ann Cyr - Director (Carson City SD)
Scott Lindgren - Director (TDFPD)

PACT Executive Committee

Paul Johnson - Chair (White Pine CSD)
Mike Giles – Vice Chair (City of Lovelock)
Amana Osborne - Trustee (Elko County)
Josh Foli – Fiscal Officer (Lyon County)
Robyn Dunckhorst - Trustee (Humboldt GH)
Paul Sikora - Trustee (Boulder City)
Joe Westerlund – Trustee (Town of Tonopah)



RISK MANAGEMENT BENEFITS AND SERVICES

POOL/PACT LOSS CONTROL COMMITTEE

Develops, administers, and supervises Risk Management policy, procedure, and planning • Supports innovative risk reduction and/or mitigation programs • Develops and administers risk control techniques to reduce the frequency and severity of losses

ENTERPRISE RISK MANAGEMENT EXCELLENCE PROGRAM

A voluntary program developed to assist POOL/PACT members achieve operational excellence in the delivery of public service through effective risk management • Develops understanding of Enterprise Risk Management – that risk management efforts of one department have a direct impact, either positive or negative, on the enterprise as a whole

RISK MANAGEMENT GRANT PROGRAM

Educational Grants supporting risk management education and training opportunities • Risk Management Grants for risk management/mitigation projects or acquisitions • Visit www.poolpact.com/risk-grant.asp for more information

ONLINE SAFETY TRAINING

Active Shooter Response • Asbestos Awareness Training • Aversive Interventions • Back Safety in the Workplace • Bloodborne Pathogens Awareness • The Complex Quadriplex of Lifeguard Blindness • Cybersecurity Awareness • Ransomware Awareness • Defensive Driving • FERPA • GHS - Hazard Communication • Heat-Related Illness • HIPAA Privacy Rule • Lock-Out, Tag-Out • Mandatory Child Abuse Reporting Laws • MRSA Awareness for Correctional Employees • MRSA Awareness in Hospitals • Nevada Ethics in Government Law • Office Ergonomics • Open Meeting Law • OSHA – Rights and Responsibilities • Pool Chemical Safety • Slips, Trips, and Falls • Strip Search Training • Students in Transition • Sub-Administrator Training • Surviving an Active Shooter • Teaching Science Safely • Transporting Students with Special Needs • MSDSonline (SDS management)

LAW ENFORCEMENT AND FIRE PROTECTION

Partnership with Legal Liability Risk Management Institute (LLRMI) to provide Best-practice Road and Detention Operation Policies and Procedures • Detention Facility Assessments and Reports • Team Approach to Address Individual Needs Through Network of Subject Matter Experts in Law Enforcement, Jails/Corrections, Public Safety, and Criminal Justice • TargetSolutions Fire and EMS Training Platform • Mental Health – Fit for Retirement Wellness

SWIMMING POOL SAFETY POLICIES, INSPECTIONS, AND TRAINING

Aquatic Facility Assessment and Report • Annual Aquatic Risk Management Seminar • Best-practice Aquatic Facility Policy and Lifeguard Manual Templates

CYBERSECURITY TRAINING AND POLICIES

Onsite Passive Network Assessments (PNA) • Best-practice Data Security Policy Templates • Quarterly Cybersecurity Hot-Topic Webinars • Annual Cybersecurity Summit • KnowB4 Phishing Awareness Campaigns and Training • KnowB4 Cybersecurity Newsletter • Cyber Incident Response Plan Templates • Individualized Data- and Cybersecurity Advice and Support

SCHOOL DISTRICT EMERGENCY OPERATIONS PLANS, TRAINING, AND POLICIES

NRS-required Emergency Operation Plans (EOP) • Annual EOP updates • Emergency Management and Response Training • School Safety Training based on FEMA Guide for High Quality School Emergency Operations Plans • Hazard and Vulnerability Assessments and Reports

SITE SAFETY INSPECTIONS, TRAININGS, AND AUDITS

Playground & Parks Safety Surveys • Workstation Ergonomic Evaluations • Confined Space Risk Assessments • Facility Surveys • Fire Extinguisher Education • Respirator Fit Testing and Education • CPR/First Aid/AED • Accident Investigation Training • Back Safety and Lifting • Defensive and Distracted Driver Education • Workplace Violence • Personal Protective Equipment • Emergency Preparedness • OSHA Compliance Training • Written Workplace Safety Plan Training • Safety Committee Formation and Operation • Wellness/Health Education and Training

For More Information, Contact:

Marshall Smith, Risk Manager (marshallsmith@poolpact.com) or Jarrod Hickman, Risk Management Specialist (jarrodhickman@poolpact.com); (775) 885-7475; or visit www.poolpact.com.



PROGRAMS AND SERVICES AVAILABLE TO POOL/PACT MEMBERS



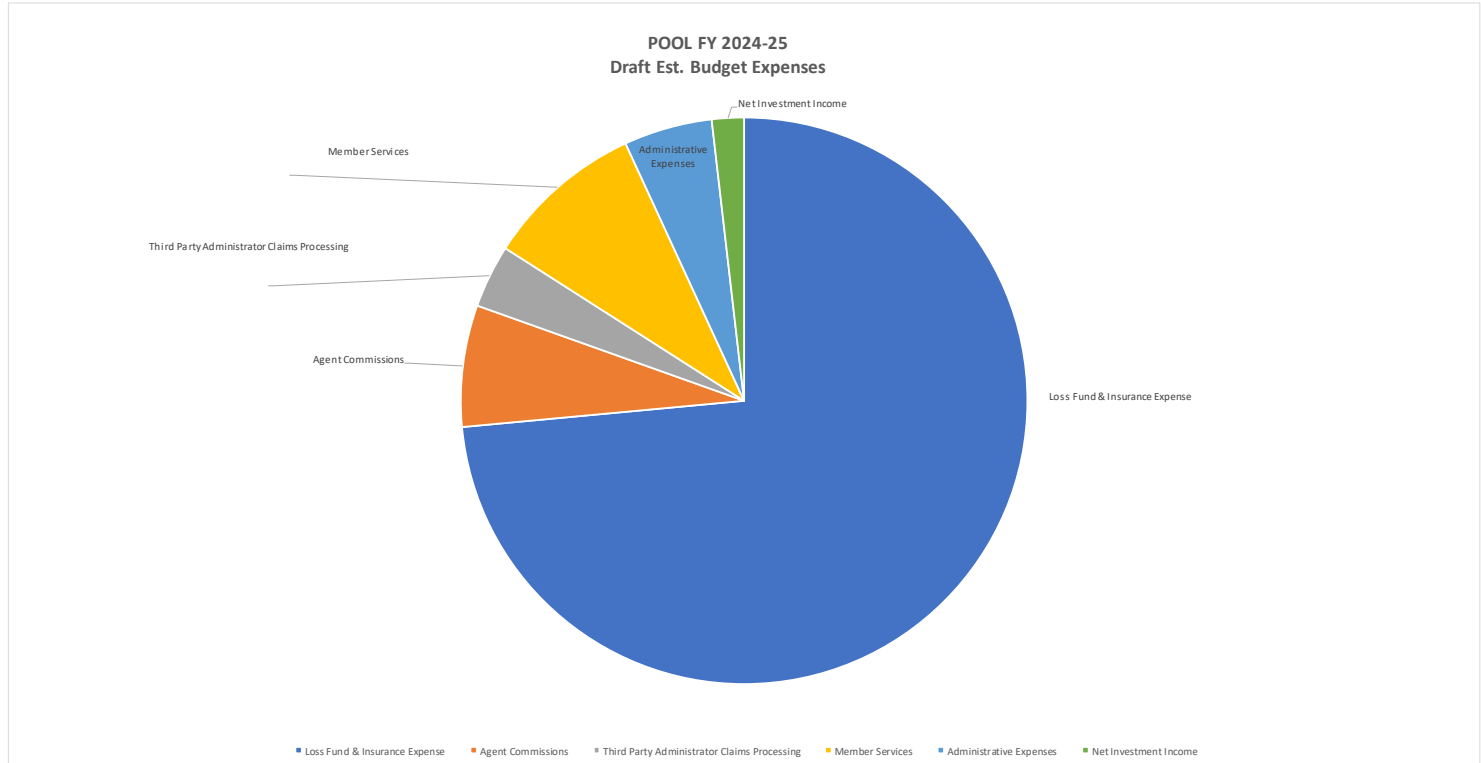
POOL/PACT HUMAN RESOURCES MEMBER SERVICES

A variety of services are offered through POOL/PACT HR. We work with each member individually to address their specific HR-related needs and reduce liability. The basic services include:

- Consultation with members to manage and resolve critical employment-related issues to include identifying options, providing step-by-step guidance, monitoring progress, and answering questions.
- In-person and virtual instructor-led training courses, workshops, and certificate programs.
- eLearning courses available 24/7.
- Webinars on HR-related topics.
- On-site assessments of members' HR practices with recommendations.
- Communication issued as "Alerts" to inform members of significant HR-related law or practice changes.
- On-site HR Briefings tailored to specific needs/requests of members.
- Sample personnel policies which may be adopted for use by members.
- Sample job description templates and numerous HR forms that can be tailored for use by members.
- Salary schedule database available on our website for member reference.
- Summary of HR-related legislation produced each legislative session.
- HR scholarships to assist member HR representatives in attaining nationally recognized HR certifications.
- Annual HR Conference providing HR representatives and CEOs valuable information on communication, leadership, and legal compliance.



POOL 2024-2025 APPROVED BUDGET AND EXPENSES



Pool Budget FY 24-25	Proposed Budget	% Allocation
Loss Fund & Insurance Expense	\$ 22,273,107	78.6%
Agent Commissions	\$ 1,826,871	6.4%
Third Party Administrator Claims Processing	\$ 840,604	3.0%
Member Services	\$ 2,177,451	7.7%
Administrative Expenses	\$ 1,059,471	3.7%
Building Cost	\$ 176,053	0.6%
Total Budget	\$ 28,353,556	100.0%



POOL/PACT CONTACTS

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Marshall Smith, Risk Manager, ext 104

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Margaret Malzahn, WC Claims Supervisor

(775) 329-1181

Margaret.malzahn@Davies-group.com



NPAIP MEMBERSHIP

Counties:

Carson City
Churchill County
Elko County
Esmeralda County
Eureka County
Humboldt County
Lander County
Lincoln County
Lyon County
Mineral County
Pershing County
Storey County
White Pine County

Cities:

Boulder City
City of Caliente
City of Carlin
City of Elko
City of Ely
City of Fernley
City of Lovelock
City of Sparks
City of Wells
City of West Wendover
City of Winnemucca
City of Yerington

Towns:

Town of Gardnerville
Town of Genoa
Town of Minden
Town of Round Mountain
Town of Tonopah

School Districts:

Carson City School District
Churchill County School District
Douglas County School District
Elko County School District
Esmeralda County School District
Eureka County School District
Humboldt County School District
Lander County School District
Lincoln County School District
Lyon County School District
Mineral County School District
Nye County School District
Pershing County School District
Storey County School District
White Pine County School District

Fire Districts:

Moapa Valley Fire Protection District
Mt. Charleston Fire Protection District
North Lake Tahoe Fire Protection District
North Lyon County Fire Protection District
Pahranagat Valley Fire District
Tahoe Douglas Fire Protection District
Washoe County Fire Suppression
White Pine Fire District

Others:

Central Nevada Health District
Central Nevada Historical Society
Central Nevada Regional Water Authority
Community Chest, Inc
Consolidated Agencies of Human Services
County Fiscal Officers Association of Nevada
Douglas County Redevelopment Agency
Eight Judicial District
Elko Central Dispatch
Elko Convention & Visitors Authority
Humboldt River Basin Water Authority
Lincoln County Regional Development
Mineral County Housing Authority
Nevada Association of Counties
Nevada Association of School Superintendents
Nevada Commission for the Reconstruction of the V & T Railway
Nevada League of Cities
Nevada Risk Pooling, Inc.
Nevada Rural Housing Authority
Nevada Volunteers
NevadaWorks
Pooling Resources, Inc.
Regional Transportation Commission of Washoe County
Truckee Meadows Regional Planning Agency
U.S. Board of Water Commissioners
Virginia City Tourism Convention
Western Nevada Regional Youth Center
White Pine County Tourism

Special Districts:

Alamo Water & Sewer District
Amargosa Library District
Baker Water and Sewer
Battle Mountain Hospital
Beatty Library District
Beatty Water & Sanitation District
Canyon General Improvement District
Carson-Truckee Water Conservancy District
Carson Water Subconservancy District
Churchill County Mosquito, Vector and Weed Control District

Special Districts (continue):

Douglas County Mosquito District
Douglas County Sewer
East Fork Swimming Pool District
Elko County Agricultural Association
Elko TV District
Fernley Swimming Pool District
Gardnerville Ranchos General Improvement District
Gerlach General Improvement District
Humboldt General Hospital
Incline Village General Improvement District
Indian Hills General Improvement District
Kingsbury General Improvement District
Lakeridge General Improvement District
Lincoln County Water District
Logan Creek Estates General Improvement District
Lovelock Meadows Water District
Marla Bay General Improvement District
Mason Valley Swimming Pool District
McGill Ruth Sewer and Water
Minden Gardnerville Sanitation District
Moapa Valley Water District
Nevada Association of Conservation Districts
Nevada Association of School Boards
Nevada Association of School Superintendents
Nevada Tahoe Conservation District
Northern Nye County Hospital District
Pahrump Library District
Palomino Valley General Improvement District
Pershing County Water Conservation District
Sierra Estates General Improvement District
Silver Springs General Improvement District
Silver Springs Stagecoach Hospital
Skyland General Improvement District
Smoky Valley Library District
Southern Nevada Area Communication Council
Southern Nevada Health District
Stagecoach General Improvement District
Sun Valley General Improvement District
Tahoe Douglas District
Topaz Ranch General Improvement District
Tahoe Reno Industrial General Improvement District
Tonopah Library District
Truckee Meadows Water Reclamation Facility
Walker Basin Conservancy
Walker River Irrigation District
Washoe County Water Conservation District
West Wendover Recreation District
Western Nevada Development District
White Pine Television District #1
Zephyr Cove General Improvement District
Zephyr Heights General Improvement District

**THANK YOU
FOR YOUR
MEMBERSHIP!**



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 5, 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.
2. 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.

2. 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 15th 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: _____ 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: June 5, 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 CA24004
2. Code Amendment Suggestion
3. Special Event Applications Exhibit

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 5th day of June 2024.

BILL # 349 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 3rd day of July 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 ~~Ce~~ity ~~Ce~~ouncil.
- (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.

New Application Process

Note: Council is not voting on the application process itself, but on the code change to allow staff time to route the new application and coordinate with our partner agencies. This is provided as a reference to help with an informed decision; however, Staff is open to any suggestions Council may have to improve said process.



Special Event Temporary Use Permit Application Checklist

Please submit all applicable documents via email at least 30 calendar days before the start of your event.

- ☐ **1. Application Fee** – Due with submission (\$115, will become \$520 after July 1, 2024)
 - May be paid via cash, electronic check, or check/money order to “City of Fernley”.
 - May also be paid via Discover, Visa, or Mastercard for an additional 4% fee.
 - Government agencies and organizations that provide a copy of their 501(c)(3) exemption letter or similar proof of non-profit status do not need to pay the application fee.
- ☐ **2. Special Events Temporary Use Form**
 - If the person signing as the “owner of record” is not listed as the site owner by the Lyon County Assessor, or as a registered agent or officer of the owner by the Nevada Secretary of State, then they will need to provide proof of ownership or authorization to act on the owner’s behalf.
- ☐ **3. Site Plan** – Does not need to be drawn to scale, but should include the following details:
 - Where on the site will the event take place?
 - How will the inside of related buildings or structures be arranged?
 - Where will the attendees park?
 - How many parking spaces are reserved for the event?
 - How will traffic enter and exit the event?
 - Will there be any lane closures, street closures, or detours?
 - Any other items relevant to review of this event.
- ☐ **4. Licenses from the City Clerk**
 - Business License
 - Liquor License
- ☐ **5. Permits from outside agencies**
 - Nevada Department of Transportation (NDOT)
 - Nevada Department of Health and Human Services
- ☐ **6. Animal-related documentation**
 - Certificate of veterinary inspection
 - United States Department of Agriculture (USDA) Animal Welfare License
 - Disaster plan (typically required by your insurer)
- ☐ **7. Proof of liability insurance**

City of Fernley Planning Department
595 Silver Lace Boulevard
Fernley, NV 89408
Phone: 775-784-9810
Email: planning@cityoffernley.org



City of Fernley Special Event Temporary Use Permit Application

Temporary uses are intended to allow for the short-term placement of activities on a site with appropriate regulations so that such activities will be compatible with the surrounding areas. City of Fernley's authority to regulate temporary uses comes from Fernley Municipal Code, Section 32.03.050 (c). A special event is any show, exhibition, fair, carnival, theatre, or similar activity of a temporary nature. Special events require temporary use permits, which are issued at the discretion of City of Fernley. Please submit this application to Planning Department and allow 30 days for processing.

Section 1 General Information

Applicant Name: _____

Mailing Address: _____

Phone Number: _____ Email: _____

Event Location (Address or APN): _____

Event Name: _____

Event Dates: _____

Will alcohol be served/sold? ☐ Yes¹ ☐ No ¹ Separate liquor license required from City Clerk.

Will food be served/sold? ☐ Yes ² ☐ No ² Separate Health Department Certificate required.

Event Description (Activities, Events, Expected Attendance, Event Times: _____

Section 2 Contact Information

Please provide contact information for the responsible party for each applicable item listed below.

Responsibility	Name	Phone Number	Email Address
Event Coordinator			
Permits			
Restrooms			
Security			
Stall Rentals			
Traffic Control			
Trash Removal			
Vendors			
Walk-through			
Water Use			

Section 3
Animals

Will animals be exhibited at this event (e.g. circuses, carnivals, educational exhibits)? ☐ Yes ☐ No
Note: Domesticated farm animal exhibits, rodeos, horse shows, and purebred dog and cat shows are typically exempt.

If "Yes", please provide the information requested below. If "No", please skip to Section 4.

USDA Permit Account Name: _____

USDA Permit Number: _____ USDA Permit Class: _____

USDA Permit Expiration Date: _____ USDA Permit State of Origin: _____

Current USDA License Status: ☐ Active ☐ Expired ☐ Suspended ☐ Revoked

If suspended or revoked, please explain why:

Have any animals shown any sign or signs of illness such as fever, malaise, coughing, sneezing, vomiting, infection, bleeding, or discharge in the past 15 days? ☐ Yes ☐ No

Have any animals bitten a human or had contact with an animal suspected to have rabies in the past 10 days? ☐ Yes ☐ No

Section 4
Acknowledgements

This signature shall serve to notify and verify that I am the legal owner (or one of the legal owners) of the property being considered under this application. If I am not a legal owner of the property being considered under this application, I certify that I am an officer, registered agent, or similar of the legal owner and will provide proof of my authority to represent the legal owner. I certify that I have read and understand the attached "Information and Disclosures" document and will retain it for my records. I declare under penalty of perjury under the laws of the State of Nevada that the information contained in this application is true and correct. *(Note: A "property owner" signature is not required when an event is to take place in a publicly owned place such as a City of Fernley Park or Nevada Department of Transportation right-of-way.)*

Owner(s) of Record:

Print Name Signature Date

Print Name Signature Date

I declare under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct. I grant permission to City Staff and Officials to enter the property to conduct inspections or site visits necessary for the review of the project. I certify that I have read and understand the attached "Information and Disclosures" document and will retain it for my records.

Applicant

Print Name Signature Date

Section 5 Information and Disclosures

General

- Per Fernley Municipal Code, Section 32.03.030, which pertains to common review procedures, the City of Fernley will not process incomplete applications. Please make use of the associated checklist to ensure your application is complete. Review for completeness of application form is solely to determine whether preliminary information required for submission with the application is sufficient to allow further processing. A determination of completeness shall not constitute a decision as to whether an application complies with City of Fernley's Development Code (Fernley Municipal Code, Title 32).
- The applicant agrees to indemnify and hold harmless the City of Fernley and any other public agency, their officers, agents, and employees against any and all liability, loss, damages, cost, and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to a public agency, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act of omission of the applicant, or its contractors, agents, or the employees of any one or all of them or by the officers, agents, or employees of any public agency, unless it is established by the applicant that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the public agency (or public agencies).
- General liability insurance coverage is required for the applicant and all vendors, contractors, agents, employees, and persona associated with the applicant.
- The applicant is responsible for all traffic control and parking issues.
- The applicant must obtain all other permits required by state law and/or local ordinances.
- Debris cleanup and removal is the responsibility of the applicant. If the facility or location is found to be left in an unacceptable condition, the applicant will be charged \$50 per hour for cleanup plus all disposal fees incurred.

Event-Specific

- Applicants may be required to register with the Nevada Department of Taxation for a one-time event permit when they have vendors selling goods.
- When having multiple vendors not affiliated with the applicant, it is the responsibility of the event organizer to ensure all vendors comply with the property City of Fernley and Nevada State requirements.
- Security will be required if the applicant is selling alcohol at the event or hosting an outdoor festival. The Lyon County Sheriff's Office will determine the level of security required through this temporary use process.
- Applicants exhibiting dangerous wild animals must remain in compliance with NRS 574A. No member of the public shall be allowed to physically touch, take photographs with, or otherwise interact with an animal listed as a "dangerous wild animal" therein. Failure to comply can result in civil penalties of up to \$20,000.
- All parades taking place in the Nevada Department of Transportation (NDOT) right-of-way must use an NDOT approved traffic control plan. The City of Fernley has an NDOT approved traffic control plan which may be used by the applicant at no charge.
- All traffic control plans that affect public roadways shall be Manual on Uniform Traffic Control Devices (MUTCD) compliant.

Use of Public Facilities

- If the applicant wishes to connect to a water hydrant, you must use an approved connection method or obtain a meter from the Public Works Department. There is a \$50 per day fee to connect with a water meter.
- No vehicles are allowed in any fire lane and trailers cannot be parked on the grass. If using the "Out of Town" park, trailers must be parked in the 6-acre dirt area east of the rodeo arena. Trailers are not allowed directly outside or along the arena or any ball fields. Horses and/or other livestock are not to be tied to any athletic field fence or park fence, other than the arena. Horses and/or livestock are not allowed on any grass turf.
- No glass bottles or driving on turf within a City of Fernley facility or park.
- Park restrooms are designated for moderate use during the day only. While the restrooms are open, City of Fernley staff routinely check and stock restrooms twice per day. For events attended by over 100 people, the applicant will be required to bring in additional portable restrooms. The coordination effort is the applicant's responsibility for delivery and pick-up as well as all costs incurred. Park restrooms will be left open during the event.
- City of Fernley ("the City") retains the sole right to control all stall rental operations and set and collect applicable fees during all events. The City also reserves the right to assign stall concession privilege to the applicant to manage and collect all stall rental fees. The City does not provide feed or bedding. If the City is to oversee stall rental operations, the applicant shall direct renters to contact the City. The City can collect fee payments over the phone with a debit or credit card (subject to a 3% service fee). A check or money order may also be mailed, or hand delivered.
- The applicant shall schedule a walk-through prior to the event with Public Works personnel if indicated on the permit. The walk-through shall be conducted during normal City of Fernley hours (Monday – Friday, 8 AM – 5 PM, excepting local, state, and federal holidays).

Prior Application Process

- 3 separate applications with:
 - Planning Department
 - Public Works
 - North Lyon Fire

TEMPORARY USE PERMIT

APPLICATION INFORMATION

City of Fernley, Nevada

GENERAL:

A Temporary Use Permit is a mechanism by which the City may allow a use to locate within the City on a short-term basis and by which it may allow seasonal or transient uses not otherwise allowed. This section applies to private property only and is intended to permit certain inherently temporary uses such as community festivals, fresh produce stands and temporary promotions by permanent businesses. It shall be unlawful for any person to conduct or establish any Temporary Use until a Temporary Use Permit has been approved by the Administrator.

PRE-APPLICATION MEETING:

A pre-application meeting with the development review team is **advisable** for any applicant proposing to apply for a Temporary Use Permit in the City of Fernley. Information on scheduling a pre-application meeting is available by contacting the Planning Department at 775-784-9810.

APPLICATION & REVIEW PROCEDURE:

1. The applicant may choose to attend a pre-application meeting with the development review team.
2. The applicant files an application for Temporary Use Permit with the Administrator. Temporary Use Permit applications should be submitted to the Administrator at least seven (7) days prior to the requested date of the proposed temporary use and shall be accompanied by the associated fee as established by resolution of the City Council.
3. **Each application shall include all information required on the attached checklist or the application will not be accepted.**
4. The Planning Department reviews the submitted application and may distribute the application to other city departments and/or reviewing agencies for comments. Please allow 2 – 5 business days for the City to approve, conditionally approve or deny the Temporary Use Permit application.
5. If the application is approved or conditionally approved, the Administrator shall notify the applicant with a final action ,letter and conditions of approval relative to the Temporary Use Permit.
6. If the application is denied, the Administrator shall notify the applicant and review the reasons for the denial. Appeals are subject to the provisions outlined in Section 32.03.090(E.) of the Development Code.

For additional information please contact:

City of Fernley Planning Department

595 Silver Lace Boulevard, Fernley, NV 89408

Phone: (775) 784-9810

TEMPORARY USE PERMIT

APPLICATION CHECKLIST

City of Fernley, Nevada

The following items shall be submitted as a part of the Temporary Use Permit application:

- 1. **Application Fee:** The application fee is due at the time of the application submittal. See **FEE SCHEDULE** for correct amount. Application fee may be made in the form of a check or money order payable to “City of Fernley”, by e-check (no fee) or by Visa/Mastercard/Discover (4% fee).
- 2. **Proof of Ownership:** If the person signing the owner’s affidavit is not listed as the property owner in the most recent records of the Lyon County Assessor, proof of ownership acceptable to the administrator must be submitted with the application. If the signer is an agent of the owner, written documentation of that fact acceptable to the administrator must be submitted. If in Corporate ownership, a list of all Corporate Officers must be provided.
- 3. **Review Packet: One (1) digital copy** containing the following:
 - a. Completed DEVELOPMENT APPLICATION form.
 - b. A clear DESCRIPTION of the proposed temporary use.
 - c. A JUSTIFICATION based on the review criteria why the proposed temporary use should be approved.
 - d. A VICINITY MAP (does not have to be drawn to scale). The vicinity map should show the proposed site outlined with the existing adjacent streets within the neighborhood.
 - e. A SITE PLAN (does not have to be drawn to scale). The site plan should illustrate where the temporary use is proposed on the site.
 - f. A FLOOR PLAN (does not have to be drawn to scale). The floor plan should illustrate how the space within a building will accommodate the temporary use.
 - g. The City of Fernley or other reviewing agencies may require ADDITIONAL INFORMATION as needed.
- 4. **Original PDF (scanned images are not acceptable) of entire submittal package, including all documents, maps, plans, and technical analyses, shall be provided on a USB flash drive or alternative method as determined by the Administrator.**

NOTE: Applications filed under Chapter 32.03 of the City of Fernley’s Development Code must include the information required by Appendix A of the same code and is not complete until all required items are submitted. The Planning Department or other reviewing departments or agencies may request that additional application materials be submitted depending on the specific project request. The application materials required above shall serve as the minimum requirements necessary to make application submittal to the City of Fernley Planning Department.



Planning Department

595 Silver Lace Blvd, Fernley, NV 89408

Development Application

APPLICATIONS, PLANS, AND/OR SUPPORTING DOCUMENTATION THAT ARE INCOMPLETE OR ILLEGIBLE WILL NOT BE ACCEPTED.

Please complete all sections that apply to you and/or your project. Various applications are only accepted on the application deadline dates. Please call before you submit to verify that someone will be available to assist you at (775) 784-9810.

☐ ADMINISTRATIVE REVIEW(AR) ☐ ANNEXATION(ANX) ☐ CONDITIONAL USE PERMIT(CUP) ☐ MAJOR DEVIATION(MJD) ☐ MASTER PLAN AMENDMENT.....(MPA) ☐ MINOR DEVIATION(MND) ☐ ZONING MAP AMENDMENT.....(ZMA)	☐ APPEAL(APP) ☐ PLANNED DEVELOPMENT(PD) ☐ DEVELOPMENT AGREEMENT(DA) ☐ TEMPORARY USE PERMIT(TUP) ☐ VARIANCE(VAR) ☐ REASONABLE ACCOMMODATION(RAD) ☐ OTHER: _____
---	---

Applicant's Name	Signature	Primary Contact?
Company Name:		
Address:		
City:	State:	Zip Code:
Phone No.:	Cell No.:	Fax No.:

Property Owners Name	Primary Contact?
Company Name:	
Address:	
City:	State:
Phone No.:	Cell No.:

Engineer / Representative	Primary Contact?
Company Name:	
Address:	
City:	State:
Phone No.:	Cell No.:

Brief Project Type/Description (Attach Detailed Project Type / Description):

Subdivision/Project Name And/Or Phase:

Project Location (Street Address):

Assessor's Parcel Number(s):

Current Zoning:	Comprehensive Plan Land Use Designation
-----------------	---

Total Project Acreage:	% Commercial:	CITY UTILITIES
Number of Parcels Proposed:	% Open Space:	Water: ☐ Currently Served ☐ Proposed
		Sewer: ☐ Currently Served ☐ Proposed

Previous Applications For This Site? ☐ Yes ☐ No
 List Previous Application No(s) And Names:

2009 Flood Zone Designation: ☐ A ☐ AE ☐ AH ☐ AO	FEMA Map No.:
---	---------------

Application Filing Date:	Office Use Only	Application Fee:
Application No.:	Development Review Meeting	Outsource Fee:
Application Intake By:	Date:	Noticing Fee:
Planner:	Time:	Total Due:

LETTER OF AUTHORIZATION

This letter shall serve to notify and verify the I/we am/are the legal owner(s) of the property being considered under this application and do hereby authorize the above representative to file and represent my/our interest in this application.

I/we am/are the legal owner(s) of said property; have read the foregoing "Letter of Authorization" and know the contents thereof; and so hereby certify (or declare) under penalty of perjury under the laws of the State of Nevada that the information contained in this application is true and correct.

OWNER(S) OF RECORD: ***(Include all signatures-provide extra sheets if necessary)***

_____	_____	_____
(Print Name)	(Signature)	(Date)
_____	_____	_____
(Print Name)	(Signature)	(Date)

I certify under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct. I grant permission to City staff and officials to enter the property to conduct inspections/site visits necessary for the review of the project. I also certify that all plans and submittal requirements are in accordance with the Nevada Revised Statutes and City Code, have been drawn to a standard engineering scale (e.g. 1"=20', 1"=50', 1"=100') or architectural scale (e.g. 1/4"=1', 1/8"=1') that is appropriate to the project size, and clearly define and identify all of the required information.

APPLICANT:

_____	_____	_____
(Print Name)	(Signature)	(Date)

APPLICANT'S ENGINEER/REPRESENTATIVE:

_____	_____	_____
(Print Name)	(Signature)	(Date)

City of Fernley Development Code, Section 32.03.030, Common Review Procedures: The City will not process incomplete applications. Review for completeness of application forms is solely to determine whether preliminary information required for submission with the application is sufficient to allow further processing. A determination of completeness shall not constitute a decision as to whether an application complies with the City's Development Code.

Note: Development review meetings are preliminary nature and comments expressed by staff should not be construed as being Conditions of Approval for any project application.

APPLICATION ABBREVIATIONS AND CODE REFERENCE

Abrev.	APPLICATION TITLE	SECTION
ANX	Annexation	32.03.040
MPA	Master Plan Amendment	32.03.040
ZMA	Zoning Map Amendment	32.03.040
PD	Planned Development	32.03.040
AR	Administrative Review	32.03.050
CUP	Conditional Use Permit	32.03.050
TUP	Temporary Use Permit	32.03.050
BLA	Boundary Line Adjustment	32.03.060
TDLLP	Tentative Division of Land into Large Parcels	32.03.060
FDLLP	Final Division of Land into Large Parcels	32.03.060
TPM	Tentative Parcel Map	32.03.060
FPM	Final Parcel Map	32.03.060
RTA	Reversion to Acreage	32.03.060
TSM	Tentative Subdivision Map	32.03.060
FSM	Final Subdivision Map	32.03.060
T1V	Type I Vacations	32.03.080
T2V	Type II Vacations	32.03.080
MJD	Major Deviation	32.03.090
MND	Minor Deviation	32.03.090
VAR	Variance	32.03.090
APP	Appeals	32.03.090
DA	Development Agreement	32.03.100
RAD	Reasonable Accommodation	32.03.100

RESIDENTIAL PROJECT DATA SHEET

City of Fernley, Nevada

1. Number of Dwelling Units

Single Family Detached _____
Duplexes _____
Multi-Family Attached _____
Single Family Attached _____
TOTAL _____ Ac. _____ %

3. Gross Density

_____ / _____ = _____

Total # of Total Area Gross Density
Dwellings in Acres (DU/AC)

5. Estimated Sewage to be Generated

_____ GPD
(Attach Calculations)

7. Flood Hazard

Portion of site subject to inundation
By 100 year flood:

_____ Ac. _____ %

9. Lot Sizes

_____ Sq. Ft. minimum (corner)
_____ Sq. Ft. minimum (interior)
_____ Sq. Ft. maximum
_____ Sq. Ft. average

11. Portion of Site within the Following Slope Categories:

0% - 10% _____ Ac. _____ %
10% + _____ Ac. _____ %

13. Maximum Building Height

_____ Feet _____ Stories

15. Single Family & Two-Family Parking

Garage _____ Spaces/Unit
Carport _____ Spaces/Unit
Open _____ Spaces/Unit
Total _____ Spaces/Unit

2. Site Area Breakdown

Lots or Buildings _____ Ac. _____ %
Public Right-of-Way _____ Ac. _____ %
Common Area _____ Ac. _____ %

4. Schools Serving Project

Elementary School _____
Middle School _____
High School _____

6. Traffic

Average Daily Trips _____ Trips
Peak Hour Trips _____ Trips
(Attach Calculations)

8. Estimated Water Demand (Attach Calculations)

Domestic _____ AFY
Irrigation _____ AFY
TOTAL _____ AFY
Source of water supply: _____

10. Minimum Building Setbacks

_____ Feet (Front Property Line to Dwelling)
_____ Feet (Front Property Line to Garage)
_____ Feet (Exterior Side Property Line to Dwelling)
_____ Feet (Interior Side Property Line to Dwelling)
_____ Feet (Rear Property Line to Dwelling)

12. Unit Sizes

_____ Sq. Ft. _____ Bedrooms
_____ Sq. Ft. _____ Bedrooms
_____ Sq. Ft. _____ Bedrooms
_____ Sq. Ft. _____ Bedrooms
_____ Sq. Ft. _____ Bedrooms

14. Coverage of Lot by Structure

Maximum _____ %

16. Multi-Family Parking

Units _____ x 2.0 = _____ Spaces
Covered Spaces _____ Units x 1.0 = _____ Spaces
Guest Parking _____ Units x 0.25 = _____ Spaces
Total Required = _____ Spaces
Total Provided = _____ Spaces

NON-RESIDENTIAL PROJECT DATA SHEET

City of Fernley, Nevada

1. Site Area Breakdown

Building Coverage _____ Ac. _____ %
Landscaped Area _____ Ac. _____ %
Paved Area _____ Ac. _____ %
Undeveloped Area _____ Ac. _____ %
Public Right-of-Way _____ Ac. _____ %
TOTAL _____ Ac. _____ %

3. Floor Area Ratio

_____/_____=_____
Total Floor Net Site Floor Area
Area (Sq. Ft.) Area (Sq. Ft.) Ratio

5. Building Area Breakdown & Parking Calculations

Retail/Office/Financial	_____ Sq. Ft. / 250	=	_____ Spaces
Personal Service	_____ Sq. Ft. / 250	=	_____ Spaces
Veterinary Clinic	_____ Sq. Ft. / 250	=	_____ Spaces
Health Club	_____ Sq. Ft. / 300	=	_____ Spaces
Private Recreation Facility	_____ Sq. Ft. / 200	=	_____ Spaces
Gaming	_____ Sq. Ft. / 100	=	_____ Spaces
Restaurant/Bar	_____ Sq. Ft. / 100	=	_____ Spaces
General Industrial	_____ Sq. Ft. / 500	=	_____ Spaces
Light Industrial	_____ Sq. Ft. / 500	=	_____ Spaces
Food & Beverage Processing	_____ Sq. Ft. / 500	=	_____ Spaces
Vehicle Service Center	_____ Gas pumps x 1.0 + _____ service bays x 3	=	_____ Spaces
Overnight Lodging	_____ Rooms x 1.0 + _____ Rooms/15 + accessory uses	=	_____ Spaces
Theatre/Auditorium	_____ Seats/3 + _____ Employees x 1.0	=	_____ Spaces
Hospitals	_____ Beds x 1.5	=	_____ Spaces
Day Care Center, Large	_____ Children/8 + _____ Employees x 1.0	=	_____ Spaces
Educations Facility	_____ Classrooms x 10	=	_____ Spaces
High School	_____ Classrooms x 10	=	_____ Spaces
Middle School	_____ Classrooms x 3	=	_____ Spaces
Elementary School	_____ Classrooms x 3	=	_____ Spaces
Rest Home	_____ Beds x 0.33 + _____ Employees @ Shift x 1.0	=	_____ Spaces
Church	_____ Sq. Ft. / 30 + accessory uses	=	_____ Spaces

6. Outdoor Uses

Outdoor Storage ___Yes ___No
Outdoor Processing ___Yes ___No
Staging/Loading of Trucks ___Yes ___No

8. Traffic (Attach Calculations)

Average Daily Trips _____ Trips
Peak Hour Trips _____ Trips

10. Hazardous Materials

Will the use on this site involve the use of hazardous materials? ___Yes ___No

12. Portion of Site within the Following Slope Categories:

0% - 10% _____ Ac. _____ %
10% + _____ Ac. _____ %

2. Existing Building Information

#1 Description _____
Floor Area _____ Sq.Ft Height _____ Feet
Type of Construction _____
#2 Description _____
Floor Area _____ Sq.Ft Height _____ Feet
Type of Construction _____

4. Description of Proposed Use

7. Estimated Water Demand (Attach Calculations)

Domestic _____ AFY
Irrigation _____ AFY
TOTAL _____ AFY
Source of water supply: _____

9. Estimated Sewage to be Generated

_____ GPD
(Attach Calculations)

11. Flood Hazard

Portion of site subject to inundation by 100 year flood:
_____ Ac. _____ %



CITY OF FERNLEY FACILITY USE POLICY And Application for Use

Revised 1.4.2024

City of Fernley Facility Use Policy

The City of Fernley government is dedicated to providing services through fiscally responsible use of public facilities. The City has a diverse range of park sites, and several City Hall meeting areas suitable for a wide variety of activities. Multiple uses of taxpayer supported facilities extend and enhance our level of service in all our communities. Therefore, the City Hall Community Room, City Council Chambers, and City Park Sites (City Facilities) may be used according to the following guidelines:

1. Purpose:

- 1.1. This policy prescribes the general responsibilities for the use of City Facilities for events being held with 50 (fifty) or less people. It is applicable to all buildings and park sites under the control of City of Fernley; this policy allows for the use of public owned buildings and associated sites; hereafter referred to as City Facilities.

2. Applicability:

- 2.1. This policy supersedes all previous policies for facility use in City of Fernley.

3. Applicant Shall:

- 3.1. Submit a Facility Use Application and applicable permits four weeks prior to event.
- 3.2. Be responsible for the reasonable use of the facility and for the protection of the facility from excess wear and damage including ensuring maximum occupancies are not exceeded.
- 3.3. Ensure all participants and activities are in full compliance with City policies and Facility Use Application, with permits and licenses, and fire and life safety requirements.
- 3.4. Be responsible for the cost of security and/or law enforcement as outlined in Section 8.5 of this policy.

4. Terms of Use for Parks or Facilities:

- 4.1. Approved City Facilities may be used by groups or individuals within the requirements of this policy.
- 4.2. Applicants may apply for the City to sponsor public meetings in City Facilities. If approved, no fee will be charged for these meetings.
- 4.3. Groups or individuals may not store personal or real property within City Facilities or on City property. The event applicant or group shall provide its own furnishings, equipment, and other items not existing within the Facility. The Applicant may apply to the City to provide any specialized unique equipment.

- 4.4. Facilities may be used by individuals and organizations for suitable activities and events, when not required for City purposes, and when not prohibited by current laws or policies. **The Facility is made available as is. The City shall not be liable for any damages or expenses due to cancellation, non-suitability, or non-availability of the Facilities for any reason.**
- 4.5. Liability insurance requirements can be found in APPENDIX A.
- 4.6. Except in cases placing a financial or other burden on the City, sites may be used without the hourly fee for official business of governmental entities. Priority may be given to the City, County, State, General Improvement Districts (such as TCID) and Federal government entities, or activities of organizations sponsored by the City.
- 4.7. Community service is the primary reason for renting or providing free use of a City Facility for non-City organizations. Community Service Organization refers to a group of community members that has acted to meet the needs of others and better the community as a whole.
- 4.8. For events with more than 50 participants, refer to the Special Events Policy.
- 4.9. Organized adult and youth sports leagues such as AYSO, FYFL, Babe Ruth, Softball, HDLL, etc., will be required to pay a \$2.00 participation fee per registered player to the City of Fernley each season. This fee shall be held in a separate revenue fund and will be reserved for maintenance and improvements to City Facilities. Leagues found to have more players on any field than declared will void the permit and may prevent future reservations from that applicant at the discretion of the Public Works Director.
- 4.10. Under this policy Category A (see APPENDIX A) events can be held without the hourly fee during normal City business hours (8am to 5pm) at the discretion of the designated City authority. However, in order to reserve any facility, **the \$15.00 application fee must be submitted.**
- 4.11. A Key Sign-Out Form is required and must be completed prior to the approval of your application.
- 4.12. Any event held at City Facilities after normal business/park hours shall be approved by the Public Works Director. Park hours: 7am to 5pm Oct. – Feb. & 7am to 8:30pm Mar. – Sept.
- 4.13. The Public Works Director has the authority to approve or deny an application.

5. City of Fernley Facilities shall not be used for:

- 5.1. Any activity or event that will interfere with the day-to-day operations of any City Facility or City function.
- 5.2. Any activity or event deemed likely to bring about excessive “wear and tear” on the Facility.
- 5.3. Any illegal activities.

- 5.4. Smoking is prohibited inside all City of Fernley buildings. Cleaning deposit will not be refunded if smoking prohibition is not enforced.

6. Reservations:

- 6.1. Reservations will be on a first-come, first-served basis, given the application is complete with all required materials. Applications will be accepted preferably not less than 4 weeks prior to the event. Events that require a long lead time to organize and to advertise may submit an application at any time.
- 6.2. Reservations for seasonal youth sports programs will receive priority based on season and field type as designated by the Public Works Department (E.g. Baseball Leagues will be given priority for Baseball fields). A detailed schedule of dates and times for practices as well as games, and a roster are required.
- 6.3. In case of public emergency or other City event (natural disaster, or any other emergency deemed by the Designated City Official), or required facility repairs, reservations may be cancelled by the City of Fernley Manager or his/her designee, with little to no notice.
- 6.4. The event may be cancelled by written request from the originating applicant. Full refund of deposits and other fees paid to the City will be made if cancellation is requested at least one (1) week prior to the event. For events cancelled less than one week prior to the event, 10% of the estimated charges will be retained by the City with the balance refunded to the event applicant.
- 6.5. All deposits and estimated charges are due at the time the application is submitted to the City. Standing reservations for City Facilities (i.e. weekly meetings for non-profit or service organizations) will need to submit a new reservation request annually by the end of May for the following fiscal year (July to June) to the Public Works Department.
- 6.6. Reservations may not be transferred to a different entity.
- 6.7. Applications must be filled out completely and correctly or they may be denied. All additional forms and receipts must be included if applicable (E.g. league schedules or security service receipts).
- 6.8. Miscellaneous
 - 6.8.1 Final availability of concession facilities must be confirmed by the designated City authority or their designee and noted as approved on the Application.
 - 6.8.2 Users must provide their own food, utensils, containers, pots, dishes, supplies, etc. **NO GLASS BOTTLES** are allowed at any City Facility.

7. Liability Insurance and Limits:

- 7.1. Unless covered by City insurance, all applicants will have a Certificate of Insurance naming City of Fernley as “Additional Insured.” The certificate is required from any group, non-profit organization, or individual using a City Facility as outlined in APPENDIX A. Other governmental agencies must supply a letter from their risk management department stating that

the organization will hold City of Fernley harmless. Prior to use, Applicant must have proof of insurance on file with the City. The levels of insurance shall be determined by the complexity of the event and may include the following levels:

- Level I - \$500,000 LIABILITY (i.e.: Bounce House in park)
- Level II - \$1,000,000 LIABILITY (i.e. Sport Leagues)

8. Additional Requirements:

- 8.1. All users are responsible for cleaning the rented facility immediately (within hours) following their activity or event. Clean-up time will be included in the rental time of the proposed facility. Cleaning includes, but is not limited to the following items:
 - 8.1.1. All floors are swept and clean. This includes mopping up any major spills.
 - 8.1.2. Wipe down the tables, chairs, and countertops (if used).
 - 8.1.3. Place chairs, tables, equipment, etc., back into their original configuration.
 - 8.1.4. Ensure that all trash is packaged in plastic waste sacks and placed in the proper outside receptacles or designated areas and restrooms are left clean.
- 8.2. It is the responsibility of the user to provide their materials and supplies specific to the event.
- 8.3. A refund of the key/damage deposit shall be processed through the City's Finance Department after an inspection of the facility and return of all keys and may take ten (10) working days to complete. If the facility is not returned to the original condition, the damage deposit will be forfeited, and the user will be responsible for any additional costs incurred by the City for repairs. It is the responsibility of the applicant to lock all gates/facilities when not in use. Additional fees may be charged for repairs if applicant failed to lock-up and the cleaning deposit may be forfeited. Duplication of any keys is prohibited and will void the permit and may prevent future facility use by the applicant at the discretion of the Public Works Director.
- 8.4. A refund of the cleaning deposit shall be processed through the City's Finance Department after an inspection of the facility and may take ten (10) working days to complete. If the facility is not returned to the original condition, the cleaning deposit will be forfeited, and the user will be responsible for any additional costs incurred by the City for clean-up.
- 8.5. The user is responsible for supervision of children at all times. No animals, except approved service animals will be allowed at City Hall. Only leashed animals are allowed at sports fields during sporting events. No horses or other livestock shall be allowed on turf areas.
- 8.6. It is the responsibility of the user to provide for law enforcement and/or security services. The user will provide adequate security services through the use of a private security agent, if the need for security services is deemed necessary by the designated City authority. Security services will be responsible for the enforcement of facility and City rules and regulations. The designated City authority, NHP or LCSO will determine security staffing levels.

APPENDIX A FEE SCHEDULE and INSURANCE REQUIREMENTS

FACILITY RENTAL FEES

Category A \$15.00 application fee \$25.00 per hour outside of normal business hours (M – F, 8am – 5pm)	Functions that are not commercial in nature, may be open to the general public, and are a community service organization, government entity, or private function. The hourly fee may be waived by the designated City Official if City staff services are not required. (Examples include private birthday parties at parks, TCID meetings, RPEN monthly meeting.)
Category B \$15.00 application fee plus \$25.00 per hour / \$35.00 per hour outside of normal business hours (M-F, 8am – 5pm)	Functions that are sponsored by organizations or individuals that may be commercial in nature, may produce revenue, and may be promoted to the general public. (Examples include Real Estate class, First Aid class, open community meeting, fundraisers.)
Category C \$15.00 application fee plus \$25.00 per hour / \$35.00 per hour outside of normal business hours. (M-F, 8am – 5pm)	Any activity including Categories A and B, where alcohol is to be served.
Sports Leagues \$15.00 application fee plus \$2.00 per registered player per season \$35 Key deposits will be charged per key	All Adult and Youth Organized Sports League registered players. Deposits will be refunded upon return of key(s).

All Rental/Reservation Fees will include a non-refundable \$15.00 administrative fee.

A \$100.00 cleaning deposit may be required for events taking place within City Facilities.

Cleaning deposits and per hour fees for Category A & B events may be waived by the designated City Official if it can be determined that on-site staffing will not be required for the event.

Key Deposits will be \$35.00 per key for facilities including concessions and restrooms. A completed Key Sign-Out Form is required. Key deposit refunds will be processed by the City's Finance Department.

FACILITY INSURANCE REQUIREMENTS

***Insurance required unless otherwise stated by a designated City Official. The levels of insurance shall be determined by the complexity of the event and may include the following levels:**

Level I	\$500,000 LIABILITY	Example: Bounce House at birthday party in park
Level II	\$1,000,000 LIABILITY	Example: Sports Leagues

APPENDIX B – SITE KEY

CITY PARKS

OUT OF TOWN PARK

- Dog Park
- Approx. 50 acres total with 16 1/2 acres of turf.
- Soccer field – 9 acres of turf (569.78' X 695.23')
- Picnic area approx. 1/2 acre, with 2 Gazebos and Power.
- One Softball, and two Baseball fields with lights; two Tee-ball fields, one Softball field, and 1 Baseball field without lights: approx. 7 acres
- 4 restroom buildings with two built in concession stands.
- Rodeo arena, medium size bandstand with concrete dance area.
- 1 large and 1 small play structure
- 7 horseshoe pits, AC and dirt parking

IN TOWN PARK

- Softball field and open grass area, approx. 2 acres of turf
- 1 multi-purpose restroom with separate concession building
- Playground equipment
- Tennis, Basketball, and Pickleball courts
- Small skate park, large trees, and large Gazebo with power.

MILLENNIUM GROVE

- 1/4-acre turf, flower beds, AC walking path, parking areas and lighting

CITY HALL

- 1/4-acre turf, landscape areas, walkways, parking areas, lighting

GREEN VALLEY PARK

- Dog Park with 2 small gazebos
- Approx. 6 acres of turf, 2 play structures, 1 restroom building,
- Pickleball court
- 2 medium gazebos with power
- Large to medium trees, parking area, concrete walkways

RIVER RANCH

- ½ acre of turf, medium to small trees in DG border, small gazebo, swing set and 2 horseshoe pits

AUTUMN WINDS

- 4 ½ acres of turf, 1 restroom building, parking area, AC walking path, small trees

- 1 play structure and swing set, exercise equipment
- Basketball court, 4 horseshoe pits.
- Medium size gazebo and power.

EAGLES NEST

- 1/8-acre, 1 swing set, tables, barbeques, medium to small trees.

MAIN STREET ART PARK

- Approx. 2-acre parcel with landscaping, parking area, four pieces of art sculptures, walkway, and power.

MEMORIAL PARK

- Park approx. 15 acres total mostly native plants and open dirt.
- 1 medium and 1 small riding arena
- 1 play structure and swing set, exercise equipment,
- Dirt ball field, 4 horseshoe pits.
- Medium size trees with irrigation on well system

PONDEROSA PARK

- Approx. 2 acres, medium size gazebo, small play structure, 1 horseshoe pit.
- Medium size trees, concrete walkway

PICETTI PARK

- 1/4-acre, medium size gazebo, 1 large tree, concrete pad

CITY FACILITIES:

CITY COUNCIL CHAMBERS – CITY HALL

COMMUNITY ROOM – CITY HALL

THE DEPOT – MAIN STREET

CHAMBER OF COMMERCE BUILDING

EVENT CHECK OFF

Department/Agency	Phone Number	Explanation	Permit Required?	Signoff's
COF Building Inspector	(775) 784-9810	Carnivals, Tents, Festivals, etc.		
Lyon County Sheriff NHP	(775) 575-3350 (775) 575-5518	Crowd/Traffic Control, Security, etc.		
North Lyon County Fire Department	(775) 575-3310	Fire Lanes, Inspections, etc.		
Nevada Dept of Transportation (parades)	(775) 834-8330	Temporary Right of Way Occupancy		
COF City Clerk	(775) 784-9830	Business License		
State of Nevada Health Department	(775) 687-7573	Food Permits		
COF Public Works	(775) 784-9914	Liability Insurance, Receipts, etc.		

Please attach any email correspondence and sign, if necessary.

Comments and/or additional requirements from departments or agencies above:

*****Allow 30 days for approval/permitting*****

CITY OF FERNLEY

FACILITY USE PERMIT APPLICATION

☐ Day Use Permit (< 50 People)

☐ Organized Sports League

Applicant's Name: _____ Email: _____

Applicant's Address: _____ Phone: _____

Park/Facility: _____ Site/ Room: _____

Date of Event: _____ Start Time _____ End Time _____

Type of Event: _____
(E.g. B-day Party)

Estimated # of attendees:	Age Range:	Event Category (pg. 6):	
	Yes No		
Will alcohol be served?		Application fee	\$ 15.00
Will alcohol be sold?		Category A after hours fee _____ hrs \$25/hr	\$
Will food be served?		Category B/C hourly fee _____ hrs \$25/hr	\$
Will food be sold?		Category B/C after hrs fee _____ hrs \$35/hr	\$
Will there be a bounce house?		Cleaning deposit \$100	\$
Will you be advertising?		Key Deposit \$35 per key: # _____; returned _____	\$
Will this event produce revenue?		Leagues: # of players _____ \$2/player	\$
		Total	\$

HOLD HARMLESS: The user of this facility is the responsible individual and agrees to indemnify, defend and hold harmless City of Fernley, its commissions, boards, offices, employees, and volunteers from all costs, expenses and damages for liability arising out of the use of this facility or the use by persons invited to use the facility by the applicant.

*If the park or facility is used longer than indicated, additional fees shall be required. A cleaning deposit may be required for events taking place within City buildings. **If these fees are not paid, future use of any city building will be denied.** Additional fees may be billed to the applicant upon completion of the event and may be subtracted from the deposit.

The applicant is the responsible individual to be present during the entire event and will coordinate with the City Official at the beginning and end of the event.

** If alcohol is present at event and not indicated and approved, or if smoking prohibition is not enforced, the deposit will not be refunded, and future use of any City Facility will be denied.

Applicant Signature _____ Date _____



**North Lyon County Fire Protection District
SPECIAL EVENT / MASS GATHERING
POLICY
And
Application**

In cooperation with the City of Fernley and the Lyon County Sheriff's Office

Revised May 18, 2021

The North Lyon Fire Protection District (the District) in cooperation with the Lyon County Sheriff's Office (LCSO), and the City of Fernley provides services through fiscally responsible use of public funds. The District provides a diverse range of services. This policy outlines the permitting process and requirements for mass gatherings / special events within the North Lyon Fire Protection District jurisdiction.

1. Purpose

- a. For the purpose of this policy, a special event is defined as an activity or series of activities, specific to an identifiable time and place, most often produced in conjunction with community organizations, held on public or private property, and generally occurring once a year. A Special Event includes but is not limited to:
 - i. Any activity involving entertainment and/or amplified sound, food, beverage, merchandise sales or any activity promoted as a festival, trade show open to the public, craft show, public dance, concert or performance, fair, major livestock event, circus, community event, athletic tournaments, or mass participation sport (such as marathons, running events, and bicycle races and tours) or
 - ii. Any organized activity that substantially increases or disrupts the normal flow of traffic on any street or highway, or
 - iii. Any activity which involves the use of public facilities with 50 or more people in attendance, or
 - iv. Any activity which involves the use of any District services that would not be necessary in the absence of such an event
- b. For the purpose of this policy, a mass gathering is defined as a temporary assembly of persons with an actual or reasonably anticipated daily attendance of greater than 200 persons and reasonably expected to operate for greater than 3 hours, including, but not limited to:
 - i. Any activity where admission tickets are sold to the public or admission is charged for participation in offered activity.
 - ii. Any activity where alcohol is made available for public consumption.
 - iii. Any organized activity that substantially increase or disrupt the normal flow of traffic on any street or highway.
 - iv. Any activity not listed herein, but identified by the NLCFPD and/or the LCSO as posing an increased risk to public order and safety.

2. Applicability

- a. This policy supersedes all previous policies for special events / mass gatherings in the District.

3. Permit Requirements

- a. Complete and submit Special Event / Mass Gathering Permit Application and other applicable permits at least 60 days prior to the event.
- b. Comply with the special event policy and Chapter 8 of the Municipal Code pertaining to City Parks and Facilities from the City of Fernley as applicable.
- c. Ensure all participants and activities are in full compliance with Fernley City policies and Special Event Application, with permits and licenses, and fire and life safety requirements identified by the District and LCSO.

- d. Applicant shall be responsible for the cost of all services required in coordinating and putting on the special event unless it is agreed that the Fire District may sponsor all or a portion of the event.
- e. Applicant shall be responsible for the payment of all applicable special event fees as required by the fee schedule included in **Section 6 Medical/Fire resource matrix**.
 - i. The Lyon County School District, LCSO, and the City of Fernley shall be exempt from special event fees. However, all the other rules and regulations of the Special Event / Mass Gathering policy shall apply to events hosted by the LCSD, LCSO, and The City of Fernley.
- f. Special Events / Mass Gathering Permits may not be transferred to a different entity.

4. Insurance and Limits

- a. Unless covered by City insurance, all applicants will have a Certificate of Insurance naming North Lyon Fire Protection District as "Additional Insured." The certificate is required from any group, non-profit organization, or individual using a District Facility for a liability amount of \$1,000,000.00. Other governmental agencies must supply a letter from their risk management department stating that the organization will hold the District harmless. Prior to use, Applicant must have proof of insurance on file with the District.
- b. Subject to a safety/risk assessment conducted by the District and LCSO, event insurance may be required for mass gathering events. All insurance and liability coverage requirements shall be commensurate to the previously identified risk to public safety posed by the event.
 - i. The respective chief executive of the Fire District and LCSO shall determine required levels of insurance.
 - ii. The applicant may appeal insurance requirements to the Lyon County Commission and the North Lyon County Fire Protection District Board respectively.

5. Additional Requirements

- a. All users are responsible for cleaning the rented facility immediately (within hours) following their activity or event. User shall include adequate time for setup and cleanup in the reservation. Cleaning includes, but is not limited to the following items:
 - i. All floors are swept and clean. This includes mopping up any major spills.
 - ii. Wipe down the tables, chairs, and countertops (if used).
 - iii. Place chairs, tables, equipment, etc., back into their original configuration.
 - iv. Ensure that all trash is packaged in plastic waste sacks and placed in the proper outside receptacles or designated areas and restrooms are left clean.
- b. It is the responsibility of the user to provide their materials and supplies specific to the event.
- c. If the facility is not cleaned and returned to original condition, the user will be charged \$50.00 per hour plus any disposal fees incurred.
- d. The user is responsible for supervision of children at all times.
- e. It is the responsibility of the user to provide for law enforcement and/or security services.
- f. The user will provide for adequate law enforcement services if alcoholic beverages are served. Law enforcement will be responsible for the enforcement of laws and ordinances, NOT FACILITY RULES. Law enforcement will be required for the duration of the aforementioned events and one (1) hour past the conclusion of the event.
- g. If alcohol is to be served, a member of the organization must meet the requirements to hold a liquor license in the City of Fernley. If the user does not hold a City of Fernley liquor

license, then the user must apply for a temporary liquor license from the City. Allow at least six weeks prior to the event for the application to be processed and the license approved. Forms can be obtained from the City Clerk's Department in City Hall.

6. Medical/Fire resource matrix

- a. All required resources shall be paid according to current authorized Fire District fee schedule.
- b. Fire apparatus and staffing will be determined on the identified fire risk hazard for each individual event and shall not be limited by estimated attendance.

General Event type	Estimated attendance	911 Access	AED access	Single resource EMS	Aid Station	On site Ambulance	On site Fire response TBD case by case
Speakers, conferences, ceremonies, fairs, non-music festivals	< 200	x					TBD
	> 200	x	1				TBD
	> 500	x	1				TBD
	> 800	x	1	1			TBD
	> 1000	x	1	1	1		TBD
	1200+	x	2	2	1	1	TBD
Concerts, rodeos, sporting events or tournaments, Music festivals, carnivals	< 200	x	1				TBD
	> 200	x	1	1			TBD
	> 500	x	1	1	1		TBD
	> 800	x	1	2	1	1	TBD
	> 1000	x	2	2	1	1	TBD
	1200+	x	2	3	2	TBD	TBD

NORTH LYON FIRE PROTECTION DISTRICT SPECIAL EVENTS APPLICATION

APPLICATION/PERMIT PROCESS:

*Please keep in mind that depending on the type of event some of the sections in this application **may not** be applicable; if you feel that a section is not applicable to your event, simply indicate that the section is non-applicable and continue to the next section.*

An application/permit for a Special Event and/or temporary occupancy of a Fire District facility. If the planned event includes the closure of a state highway, a permit **must** be obtained from the Nevada Department of Transportation. Additionally, if food or alcohol sales are to be made to the public, all applicable local business licenses and Nevada State Health Permits must be obtained. It is the responsibility of the **APPLICANT** (organizer) of the event to provide proof to the Fire District that all vendors, contractors, agents, employees and persons associated with the **APPLICANT** (organizer), who may vend food or alcohol to the public, have acquired or are insured by appropriate general liability coverage and have obtained all applicable local business licenses and Nevada State Health Permits. **APPLICANT** (organizer) may be required to register with the Nevada Department of Taxation for a One Time Event permit when they will have vendors selling goods. This process should be started no less than two weeks prior to the event. Applicants should check with the Nevada Department of Taxation to determine the requirements on their event and vendors.

Date of special event not confirmed until permit issued: Notwithstanding the Fire Districts acceptance of a completed application, no date shall be considered confirmed until a special event permit is issued by the District and any all other permits required by State and local law.

Expiration: Unless otherwise provided in this policy, every permit issued pursuant to the provisions of this policy shall expire on the date specified in the application as the date on which the activity will conclude.

Event Description: PROMOTER OR EVENT ORGANIZER MUST PROVIDE A DETAILED DESCRIPTION OF THE EVENT

START DATE AND TIME:	END DATE AND TIME:
APPLICANT'S ORGANIZATION:	
APPLICANT'S NAME:	
ORGANIZATION'S ADDRESS:	
ORGANIZATION'S PHONE NUMBER:	
ORGANIZATION'S EMAIL ADDRESS:	
LOCATION OF EVENT:	
ESTIMATED NUMBER OF PARTICIPANTS:	
DATE RECEIVED BY THE DISTRICT:	BY:

*****Allow 30 days for approval/permitting*****

Applicant Signature: _____ Date: _____

Applicant Printed Name: _____ Phone Number: _____

Applicant must read and initial each paragraph below and provide the name and phone number of the person responsible for each section in Table A on page 7:

_____ **TRASH REMOVAL**

Debris clean up and removal is the responsibility of the **APPLICANT**. District Staff will not empty trash cans (including in restrooms), or haul the debris away during, or at the end of your event. You may do this yourself or hire an outside company. If the facility is found to be left in an unacceptable condition, you will be charged \$50/per hour for the clean-up, plus any and all disposal fees incurred.

_____ **WATER USE**

If the **APPLICANT** wishes to connect to a water hydrant, you must use an approved connection method or obtain a meter from the City of Fernley Water Department.

_____ **TRAFFIC CONTROL & SAFETY**

The **APPLICANT** is responsible for traffic control and parking issues.

_____ **VENDORS**

Food permit applicants and/or beverage permits applications must be submitted to State of Nevada Environment Health Services Division (30) days prior to the event to avoid additional fees. City of Fernley Business Licenses are required as well. Vendors can submit for a temporary Business License through the City Clerk's Office. Applicants may be required to register with the Nevada Department of Taxation for a One Time Event permit when they will have vendors selling goods. This process should be started no less than two weeks prior to the event. Applicants should check with the Nevada Department of Taxation to determine the requirements on their event and vendors.

_____ **SECURITY**

Security will be required if the **APPLICANT** is selling alcohol at your event. The security plan must be approved by the Lyon County Sheriff's Office. It is their determination as to what level of security must be provided for your event. A liquor license will be required as well. Liquor licenses can be obtained through the City Clerk's Office.

_____ **PERMITS**

The **APPLICANT**, in addition to obtaining the Fire District Special Event Permit, **must also** obtain any and all other permits required by State law or local ordinances, i.e., Nevada Department of Transportation Temporary Use Permit if closure of state highway. The **APPLICANT** must provide a copy of all other permits received to the Fire District.

_____ **INSURANCE**

The **APPLICANT** of the event agrees to provide the appropriate general liability coverage and agrees to obtain and provide proof of coverage to the Fire District, at least thirty (30) days prior to the event. The **APPLICANT** of the event also agrees to ensure and provide proof to the Fire District that all vendors, contractors, agents, employees and persons associated with the **APPLICANT** are either insured by the **APPLICANT'S** general liability coverage, or that they have obtained their own appropriate general liability coverage and agree to obtain and provide proof of coverage to the Fire District, at least (30) days prior to the event.

_____ **HOLD HARMLESS**

The **APPLICANT** agrees to indemnify and save harmless the Fire District and its officers, agents, and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to the Fire District, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act or omission of the **APPLICANT**, or its contractors, agents, or the employees of any one or all of them **OR BY THE OFFICERS, AGENTS, OR EMPLOYEES OF**

THE FIRE DISTRICT, unless it is established by the **APPLICANT** that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the FIRE DISTRICT.

TABLE A: CONTACT INFORMATION (REQUIRED FOR EACH SECTION IF APPLICABLE)

INDIVIDUAL RESPONSIBLE FOR:	NAME	PHONE NUMBER
EVENT COORDINATOR		
TRASH REMOVAL		
WATER USE		
TRAFFIC CONTROL		
RESTROOMS		
STALL RENTALS		
VENDORS		
SECURITY		
PERMITS		
WALK THROUGH		

NOTE: INDIVIDUALS LISTED SHALL BE ON SITE DURING EVENT IN CASE OF EMERGENCY.

EVENT CHECK OFF

Department/Agency	Phone Number	Explanation	Required (y/n)	Signature of responsible
City of Fernley Building Inspector	(775) 784-9810	Carnivals, Tents, etc.		
Lyon County Sheriff NHP	(775) 575-3350 (775) 575-5518	Crowd/Traffic Control		
North Lyon County Fire District	(775) 575-3310	Fire Lanes, Inspections, etc.		
Nevada Dept of Transportation	(775) 834-8330	Temporary Right of Way Occupancy		
City of Fernley City Clerk	(775) 784-9830	Business License		
State of Nevada Health Department	(775) 687-7573	Food Permits		

PROMOTOR OR EVENT COORDINATOR MUST PROVIDE PROOF OF COORDINATION WITH THE ABOVE LISTED ORGANIZATIONS AS IDENTIFIED BY THE FIRE DISTRICT.

If the District facility is used longer than indicated, additional fees shall be required. If these fees are not paid, future use of any Fire District facility will be denied. Additional fees may be billed to the applicant upon completion of the event. A cleaning deposit may be required for events taking place within Fire District buildings.

The applicant is the responsible individual to be present during the entire event and will coordinate with the designated District authority at the beginning and end of the event.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: June 5, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Benjamin Marchant, City Manager

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-413-322

ACTION REQUESTED: Motion

AGENDA ITEM:

(For possible action) Discussion to approve a contract with PacStates for a Business and Technical Discovery for the City's Information Technology Department (IT) not to exceed \$16,500.00.

AGENDA ITEM BRIEF:

During the FY24/25 budget discussions, staff and City Manager discussed the need for additional Information Technology (IT) staff and IT infrastructure. At the April 4th City Council Budget meeting, City Manager Marchant informed the Council that an assessment would be necessary to accurately define the needs within the IT Department moving forward. The Agenda item is to accept the contract with PacStates for a Business and Technical Discovery for the IT department.

RECOMMENDED MOTION:

"I move to approve the contract with PacStates in the amount of \$16,500.00."

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 not approve the contract.

BACKGROUND:

City Manager Marchant met with PacStates on April 01, 2024, to discuss the challenges, topics, and the solutions required to increase efficiency and security within the City's IT department for today's rapidly changing technology and business communications. Attached is the executive summary and proposal from PacStates. The proposal includes a detailed breakdown of all topics discussed. PacStates will provide a detailed report at the conclusion of the analysis to include but not limited to:

- Comprehensive Asset Listing, Function and Age Efficacy Analysis
- Spatial Analysis of All Drives and Disks in the Network
- Analysis of Admin-Rights Users and Profiles, Risk Analysis on User Exposure
- Detailed Security Risk Analysis with Intrusion Probability Factors

Approximately 100 hours of labor to complete and not to exceed \$16,500.00. If hours are under, the City will be billed accordingly.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

.

FINANCIAL IMPLICATIONS:

Funding is included in the FY2024-2025 Budget.

ATTACHMENTS:

1. Contract_PacStates_Cof_Exp_2025.06.30
2. Attachment A PacStates Proposal 2024.05

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

This contract is entered into by City of Fernley and PacStates

1. **CONTRACT TERM.** This Contract shall be effective from July 01, 2024 to June 30, 2025

2. **SCOPE OF WORK AND CONSIDERATION.** The parties agree that Contractor will provide the services specified: See Attachment A for the Scope of Work

The City will pay the Contractor a not-to-exceed (NTE) amount of \$ 16,500.00 for services as described based on actual time and materials.

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

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

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

6. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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

8. **INDEPENDENT CONTRACTOR:** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, Contractor is and shall be an independent contractor. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Neither Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

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

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

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

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

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

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

16. **ACKNOWLEDGMENT, EXECUTION & PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract.

Michael J. Smith, CEO
Contractor Representative

DATE: 5/20/24

BUS LIC # 10019861024201

TITLE: CEO

ADDRESS: 240 S ROCK BLVD #117 RENO NV

89502

FERNLEY BUS LIC:
BL01-1549

City of Fernley Originating Department

DATE: _____

City Clerk, City of Fernley

DATE: _____

Mayor, City of Fernley

DATE: _____

Attachment A



We have prepared a quote for you

CofF - Fixed Flate Rate MSP Agreement 2024

Quote # 001918
Version 1

Prepared for:

City of Fernley - City Hall

Benjamin Marchant
bmarchant@cityoffernley.org

240 So. Rock Blvd, 117
Reno, NV 89502
www.pacstatesnv.com
7758282020



PacStates
Integrated Business Technology
One Company, One Call

Monday, May 20, 2024

City of Fernley - City Hall
Benjamin Marchant
595 Silver Lace Blvd.
Fernley, NV 89408
bmarchant@cityoffernley.org

Dear Benjamin,

We know your time is valuable and we want to thank you for the time to review and discuss **City of Fernley - City Hall's** specific designed criteria. Today's business communications and IT infrastructure space is changing more rapidly than ever before. Previously solutions were separate and specific to services, networks and systems. Today technology solutions are crossing over each other – making it extremely difficult for businesses owners and managers to know who provides what part and how that affects everything else – who is responsible! This makes it even more important to have a technology partner that can help with the evaluation, implementation, ongoing planning and support providing the best overall solution to meet your defined success.

Pacific States Communications in 34 years has evolved into – PacStates, an Integrated Business Technology Partner.

We represent multiple solutions for IT Security, computer, virtualization, Telco / Internet services, premise digital, premise VoIP, hosted cloud voice, Unified Communications (UC), surveillance systems and much more. We offer a unique integrated business solution – ***"One Company – One Call"***.

If we can answer any questions or provide clarifications, please do not hesitate to contact me personally. We appreciate your time and the opportunity you have presented and look forward to being your Information Technology partner.

Sincerely,

Ryan Baskharoon
vCIO
PacStates



Managed Services Agreement

This Managed Service Agreement is made and entered into effective as of the date signed below, by and between: **City of Fernley - City Hall** a professional business entity, hereafter called "**Customer**," and **Pacific States Communication of Nevada, Inc. DBA PacStates**, a professional technology services organization, hereafter called "**MSP**". This Agreement becomes effective upon signature by both parties.

The Customer desires to obtain the Professional Technology Services outlined in this Agreement, having identified that these services in part or in whole, facilitate an ideal technological support strategy to be wholly executed by a specific Technology Services Provider. **MSP** hereby agrees and consents to be identified as the **Customer's** exclusive Technology Services Provider, in consideration of providing the services detailed herein, during the entire term of this Agreement.

Therefore, both Customer and **MSP** in consideration of mutual conditions and covenants hereinafter described, do agree as follows:

Section 1: Term of Agreement

- a. This Agreement shall remain in force for a period of three (3) contiguous years.
 - I. Upon the annual anniversary date, this Agreement may be reviewed by **MSP** to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, these will be negotiated and agreed to by the Customer and **MSP** in advance and without exclusion.
 - II. If no adjustments or modification can be agreed upon by the Customer and **MSP** in advance, then this agreement without such modifications shall remain in effect.
- b. **Customer** agrees to allow **MSP** to assign, delegate, and subcontract services to third party competent contractors.
- c. This Agreement shall automatically renew for a subsequent three (3) year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other, ninety (90) day's prior written notice of its intent not to renew this Agreement.
- d. Should the Customer opt to pre-terminate this Agreement, such shall be done in congruence with the terms found in Section 8.
- e. For purposes of this Agreement, all "Services" are those referred to in Appendix C.

Section 2: Payment Schedule

- a. Fees for the Services listed in this Agreement are **\$383.63** per month plus applicable taxes, due by the fifth (5th) of each month.
 - I. To enact this agreement, a one-time setup and onboarding fee of **\$383.63** in addition to the first month's service fee of **\$383.63** shall be due and payable.
- b. The **Customer** must submit payment via Automated Clearing House (ACH), by the fifth (5th) of each month.
 - I. The **Customer** is required to enroll in the ACH Payment Processing Method, which shall be in place for the remainder of the Service Agreement Term without exception.
 - II. Late Fees shall be assessed at eighteen (18%) percent, on the owed balance.

Service, including but not limited to Network Accessibility may be suspended if full payment for service is not received within 15 days following date due.

- c. It is understood that any and all Services requested by **Customer** that fall outside of the terms of this Agreement will be quoted and billed as separate, individual Services. In any event, where a change to the monthly amount is mutually agreed upon between the **Customer** and **MSP**, such shall be endorsed and documented with an Addendum or Amendment.
- d. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered



Managed Services Agreement

under this Agreement. Customer shall pay any such taxes unless a valid exemption certificate is furnished to **MSP** for the state of use.

Section 3: Service Coverage

Remote Help Desk and Vendor Management of **Customer's** Technology Network will be provided to the **Customer** by **MSP** through remote (controlled virtual access) means between the hours of 8:00 am – 5:00 pm Monday through Friday, excluding Nevada State and federal holidays. Saturday and Sunday support will be on a callback basis. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions as disclosed at the time of the occurrence.

a. **Support and Escalation**

MSP will respond to **Customer's** Service Tickets under the provisions of **Appendix A**, and with best effort after hours or on holidays. Service Tickets must be opened via:

- 1) Phone Call to **MSP** Offices (Both During and After Office Hours, contact: 775-828-2030)
- 2) Via **Customer** Portal (Double-clicking the Desktop Icon Placed on Each Supported Computer)
- 3) By E-Mail (Sending an email to: support@pacstatesnv.com from any internet connected device.)

Each service request will be assigned a Service Ticket number for tracking, which will serve as an ongoing repository of service requests either created by the **Customer** or by **MSP** as a part of ongoing network monitoring. In the event where a service request and an **MSP** resource is available, the **Customer** may engage with **MSP's** Chat Assist dialogue tool through their **Customer** Portal. As the **MSP** resource may find necessary, a service ticket may be created to track or otherwise follow up with a **Customer**-disclosed issue in accordance with the Service Level Agreement (SLA) timeframes and expectations.

b. **Service outside Normal Working Hours**

Emergency services shall be defined as Services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, and at any time during a State and Federal Holiday. excluding public holidays, shall be subject to service rates and provisions as disclosed at the time of the occurrence.

c. **ACTUAL LIABILITY LIMITATIONS**

Customer agrees and acknowledges that in no event shall **MSP** be held liable for indirect, special, incidental or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. **MSP** or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement.

d. **Service Operations Disclaimer**

Customer grants **MSP** authorization to view any data during the regular routine of the repair or system improvement. **Customer** also authorizes **MSP** to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

Managed Services Agreement

Section 4: Monitor and Remediate Services

a. **Support of Hardware and Software**

MSP shall provide support to all hardware, Software, and systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Customer after first receiving the **Customer's** authorization to incur them.

b. **Monitoring Services Provided Under This Agreement**

MSP will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. **MSP** will document critical alerts, scans and event resolutions for the Customer. Should a problem be discovered during monitoring, **MSP** shall make every attempt to rectify the condition in a timely manner through remote means.

Section 5: Network Suitability Requirements

a. **Requisite Network Standards for MSP Support Qualification**

In order for **Customer's** existing environment to qualify for **MSP's** Managed Services, the following requirements must be continually met:

- a. All Servers, Desktops and Computer equipment in the **Customer** Network, must be manufacturer supported.
- b. All Computers and Network Equipment must have Licensed Software and be supported by its manufacturer.
- c. All Wireless data traffic in the environment must be securely encrypted, without exception.

b. **Hardware Equipment Agreement**

- i. **Customer** agrees that all equipment provided by **MSP** will remain sole property of **MSP** which retains a 100% security interest. **Customer** will not attempt to sell, resale, tamper, troubleshoot, repair, move, add, or alter in any way, the equipment without written permission of **MSP**. Should this contract be terminated by either party, Customer agrees to return the property listed in Proposal, or after acquired, to **MSP** within ten (10) days after the final cancellation date. During the term of this Agreement, **MSP** shall retain ownership of the administrative passwords, and shall not release these access credentials, until the full value of the Agreement is received. It is a default to the provisions of this Agreement to sell, resale, temper, troubleshoot, repair, move, add, or alter the equipment.
- ii. Customer further acknowledges and gives permission to **MSP** to take possession of equipment listed in Proposal from location listed in event of contract termination after ten (10) day grace period and agrees to compensate **MSP** for expenses accrued during the recovery in addition to all amount owing under the balance of the agreement.
- iii. Customer agrees and understands that **MSP** Equipment is to be maintained completely by **MSP**, without exclusion. Any tampering, repair attempt or service completed by another party on the equipment listed in Proposal will be identified by **MSP** as a material breach of security, where the Customer willfully breaches a material term of this Agreement.

c. **Loss Payee Requirement**

- i. Customer agrees to make all logical and earnest attempts to keep equipment safe, secure and protected while in their possession. Customer agrees to keep current insurance on **MSP** supplied equipment while in their possession and list **MSP** as an additional loss payee. Customer will provide proof thereof to **MSP** that it (**MSP**) is listed as an additional loss payee, providing a current copy of its insurance declaration sheet showing **MSP** as a loss payee specifically for mobile equipment coverage (servers). Customer further agrees to be responsible for any and all costs for the repair or replacement of **MSP**



Managed Services Agreement

supplied equipment while in their possession should it be damaged or repaired by an unauthorized third party.

d. **Customer Default**

- i. Should Customer default, MSP may enter the Customer premises at any time, with or without permission, and remove all of MSP's hardware, and all efforts to recover such property will be deemed consensual and not a trespass. Customer agrees to fully cooperate and will not interfere in any way, including but not limited to involving law enforcement. Customer acknowledges that the hardware provided under this agreement belongs to MSP, which retains a 100% Security Interest, and MSP may repossess upon breach of this agreement by Customer.

Section 6: Services Not Included

- a. As the nature of this Managed Service Agreement is unique and specific to your network infrastructure, it is imperative that a delineation is made between what is included and what is excluded under this Agreement. The following are listed as exclusions to this Agreement:
 - i. Any item that is not listed exclusively in Appendix B or C.
 - ii. Any training or education of any kind.
 - iii. Any physical repair to a Mobile Communications Device, (cell phone, tablet, et.al.)
 - iv. Any Printer Maintenance kits, including Toner, Ink, Paper, or any consumables thereto.
- b. In any event where MSP will add to the list of items excluded under this Agreement, such shall be done at sole discretion of MSP and the Customer will be notified in writing in advance of any changes hereto.

Section 7: Confidentiality of Service

- a. MSP and its agents may use Customer information, as necessary to or consistent with providing the contracted services and will use best efforts to protect against unauthorized use.
- b. In order to fulfill MSP's duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by MSP and not released to the Customer or other third parties; until full value of the Agreement is received.
- c. Upon the mutual agreement of MSP and the Customer, including payment of all sums due to MSP, passwords and other administrative codes will be released to the Customer or others at the Customer's written direction.

Section 8: Pre-Termination Cancellation Terms

- a. This Agreement may be terminated by the Customer upon thirty (30) days written notice if MSP:
 - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.



Managed Services Agreement

- III. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b. Customer agrees that MSP reserves the sole right to cancel this agreement at any time, with thirty (30) days written notification.
- c. If the Customer chooses to pre-terminate this Agreement, MSP will assist the Customer with the orderly termination of services, including timely transfer of the services to another designated provider, under the following stipulations:
 - I. Customer agrees to pay MSP the remaining balance of the agreement and any actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation and any other costs relating to the transferring of the contract.
 - II. Customer agrees to pay the Pre-Termination Fee to MSP, under the following criteria:
 - i. Customer will be sent a Pre-Termination Quotation, for approval and signature – wherein if executed, payment shall be immediately necessary in order to ensure a timely transfer of services to another credible provider.
- d. Customer acknowledges that in the event of pre-termination, MSP shall use any and all remedies under the law, to protect any equipment or intellectual property provided in this Agreement.

Section 9: Service Conduct Definitions

- a. MSP at times, may send its employees as authorized agents to the Customer's site or service location, during the term of this Agreement. The Customer in no way, may solicit, inquire or otherwise make an arrangement of employment, contract or covenant, either direct or indirect, with an employee of MSP, during this Agreement and surviving for a period of three (3) years after an employee is employed by MSP.
 - i. IN THE EVENT OF BREACH OF SECTION 9 OF THIS AGREEMENT, THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO THE SIGNING OF THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY MSP IS CLIENT FAILS TO PERFORM ITS OBLIGATIONS UNDER SECTION 9 OF THIS AGREEMENT. THEREFORE, IF, CLIENT BREACHES SECTION 9 OF THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF THE FULL FACE VALUE OF THIS AGREEMENT. UPON PAYMENT OF SAID SUM TO MSP, CLIENT SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO MSP.
- b. The Customer acknowledges that during the term of this Agreement, no subsidiary Technology Service Provider, contractor or individual human resource, either by invitation or by solicitation, may be allowed to investigate, scope or diagnose the Customer's Technology Network, in part or in whole.
 - i. In the event where MSP learns that the Customer has allowed another Technology Service Provider, contractor or individual human resource to investigate, scope or diagnose the Customer's Technology Network, MSP has the sole right to execute a 'Material Breach' of this agreement in accordance with terms set forth herein, including but not limited to any available legal remedies under the law.
 - ii. In any event, where a legal entity or firm has been solicited to investigate the Customer's Technology Network, or any supported device thereto, the Customer must immediately notify and request the assistance of MSP to comply with an external request. MSP may request documentation, including subpoenas or legal service notifications, to assert the nature of the network investigation, in order to ensure that the proper access is provided and scheduled for compliance.



Managed Services Agreement

Section 10: Jurisdiction and Venue of Enforcement

- a. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada. Jurisdiction and Venue shall exclusively lie in the County of Lyon, City of Fernley. It constitutes the primary Agreement between Customer and MSP for the services outlined herein. This Agreement may be modified by a signed written Addendum or Amendment by both parties.
- b. If any collection action, litigated or otherwise, is necessary to enforce the terms of this agreement, MSP shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.
- c. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this agreement, other than the obligation to make money payments, that party shall give the other party prompt written notice of the force majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure situation as quickly as practicable.

Section 11: Injunctive Relief

Customer consents and acknowledges that breach of this Agreement may cause MSP irreparable harm for which money damages are inadequate compensation, and Customer thus agrees that MSP shall be entitled to injunctive relief to enforce this Agreement, in addition to damages and other legal available remedies, and Customer consents to such injunctive relief.

Section 12: Acceptance of Terms and Conditions

This Service Agreement covers those services and equipment listed in all Appendices, or as modified with an Addendum or Amendment which may result in an adjustment to the Customer's monthly charges. Should the Customer wish to acquire additional equipment or services and wants MSP to provide service, prior approval from MSP must be obtained and endorsed exclusively.

The undersigned, for value received and hereafter valued, hereby unconditionally guarantee(s) to MSP, a Nevada corporation, full payment of all sums due and owing, pursuant to the terms indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

_____	City of Fernley - City Hall	_____
Authorized Signature	Customer	Date



Appendix A

Customer Expectation for Response and Resolutions by MSP

The following schedule shows the Targeted Times for Response and Resolution

Description of Trouble Situation	Priority Status	Response Time	Resolution Time	Escalation Threshold
Service not available (All users and functions unavailable)	As Needed	Within 1 hour	ASAP Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	As Needed	Within 4 hour	ASAP Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected; business process can continue)	Ongoing	Within 24 hour	ASAP Best Effort	48 hours
Small service degradation (business process can continue, one user affected)	Ongoing	Within 48 hour	ASAP Best Effort	96 hours

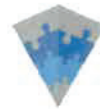
Please Acknowledge:



Appendix B

A complete list of Serial numbers for all supported devices will be added after onboarding.

Description of Equipment / Licesnse	Qty of Customer Owned	Qty of MSP Owned
Managed Networks:	0	1
Managed Desktops:	8	2
Managed Laptops:	0	1
Managed Servers:	0	1
Managed Backup:	0	1
Managed Wireless Access Point:	0	5
Managed Network Switches	0	2
Desktop Phone Handsets	0	8
M365 Business Premium Licenses	0	10
Email Encryption	0	10
Managed Anti-Spam	0	1
Managed Anti-Virus	0	11
Managed End-Protection	0	11
Email Backup	0	10
Website Domain Monitoring	0	1
Managed UPS	0	1
NVR - Network Video Recorder	0	0
Managed NAS - Network Attached Storage	0	1
Cameras	0	0
Please Acknowledge:		



Appendix C

Services Covered Under This Agreement

Services	Yes	No
All Bases Covered - Support Services		
Remote Assistance Support	X	
Help Desk During your Business Hours	X	
Onsite Support as Needed	X	
Desktop Phone Support	X	
Smartphone Support		X
Mobile Device Management		X
Taking Initiative with Your Network Maintenance		
Application and AV Updates	X	
Critical Monitoring 24x7x365		
Continual Event and Alert Monitoring and Remediation	X	
Hassle Free Vendor Management		
Manage Technology Relationships	X	
Single Point-of-Contact for Vendor Issues	X	
Security Management		
Physical Security and Unified Threat Management	X	
Intrusion Prevention	X	
Ransomware and Data Theft Protection	X	
Web Content Filtering and Reporting	X	
Malware, Botnets and Phishing Protection	X	
VPN – Remote Access	X	
Professional Service		
Technology Consulting	X	
Technology Solution Engineering	X	
Project Management and Onsite Implementation	X	
Technology Business Reviews	X	
Annual Phone and Internet Services Audit	X	
Proof of Concept Lab Testing	X	



Appendix C

Services Covered Under This Agreement

Services	Yes	No
Training Facilities and Rental Equipment	X	
Cyber Security and Education		
Quarterly Phish Threat Testing	X	
Staff Education and Training	X	
Domain Monitoring and Reporting	X	
Backup and Disaster Recovery		
Backups Performed Automatically	X	
Data is Secure in Multiple Places	X	
Automatic Nightly Offsite Transfer	X	
Backup Verification and Reporting	X	
Email and M365 User Backups	X	
Please Acknowledge:		



Appendix D

Vendors Covered Under This Agreement

Vendor	Contact	Phone
iCarol	werwer	werwer
QuickBooks	werw	
Printer/Copier Vendor	werw	wer
3CX/NEC		
DSX		
CorKat IaaS		
Please Acknowledge:		



Coff - Fixed Flate Rate MSP Agreement 2024

**Prepared by:****PacStates**

Ryan Baskharoon
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RBaskharoon@pacstatesnv.com

Prepared for:**City of Fernley - City Hall**

595 Silver Lace Blvd.
Fernley, NV 89408
Benjamin Marchant
(775) 575-5455
bmarchant@cityoffernley.org

Quote Information:**Quote #: 001918**

Version: 1
Delivery Date: 05/20/2024
Expiration Date: 05/24/2024

Quote Summary

Monthly Recurring Summary

Description	Amount
Monthly Services	\$383.63

Monthly Total: \$383.63

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

PacStates**City of Fernley - City Hall**

Signature:

Name: Ryan Baskharoon

Title: vCIO

Date:

Signature:

Name: Benjamin Marchant

Date: