



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, July 17, 2024 • 5:00 PM

Mayor

Neal E. McIntyre

City Council

Ward 1 - Ryan Hanan

Ward 2 - Felicity Zoberski

Ward 3 - Stan Lau

Ward 4 - Albert Torres

Ward 5 - Fran McKay

City Manager

Benjamin Marchant

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

Zoom information:

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

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

2. CONSENT AGENDA

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

- 2.1. (Possible Action) Approval of Voucher Report**
- 2.2. (Possible Action) Approval of Minutes**
- 2.3. (Possible Approval) Approval of Business Licenses**
- 2.4. Possible action to approve the execution of the Land & Water Conservation Fund Project Grant Agreement for the In Town Park in amount of \$200,167.50.**
- 2.5. Possible Action to approve a Contract for Dennis Banks Construction for the construction of two additional office spaces at City Hall for an amount not to exceed \$32,305.**
- 2.6. Possible action to approve a contract with Lumos and Associates for Construction Management and Materials Testing for Shadow Lane Reconstruction Project for an amount not to exceed \$572,905.00**

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

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

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

- 5.1. Presentation by Mary C. Woods, Business Development Director with NCLab.**
- 5.2. Possible Action, Presentation and adoption of Resolution 24-016, providing for the transfer of the City's 2024 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority.**
- 5.3. Presentation by David H. Rigdon, Esq., Special City Attorney for water issues, on the status of the current litigation with the Truckee Carson Irrigation District ("TCID") related to the Truckee Canal XM Project repayment contract and the property assessments associated therewith (Tenth Judicial District Court Case Nos. 22-10DC-0868 & 23-10DC-0332). The presentation will include a discussion of the upcoming public hearing to be held at the Tenth Judicial District Court in Fallon, Nevada on August 2, 2024 at 9:00 am at which the Court will hear all objections to the repayment contract and the election held by TCID to ratify said contract.**
- 5.4. (For Discussion and Possible Action) Presentation by Nick Vander Poel on a proposed bill draft request for the City of Fernley seeking state funding for phase two and phase three of the Community Response and Resource Center.**

6. ORDINANCES

- 6.1. (For Possible Action) Discussion and first reading of Bill #352, an Ordinance amending Title 32, Chapter 3, Section 060 (Land division applications) of the Fernley Development Code to**

create Subsections g(1)(b)(4) and g(1)(b)(5) to separate unrelated portions of parcel and lot design standards.

7. PUBLIC HEARINGS

- 7.1. (For possible action) Discussion and possible action regarding Resolution #24-014 as it pertains to a comprehensive master plan amendment application (MPA24003) submitted by Golden Years Castle to change the designated land use from Single-Family Residential (SFR) to Public Facility (PF) on a site ±1.74-acres in size and approximately located at 565-575 Farm District Road (APNs: 021-111-47 & 021-111-48).

8. STAFF REPORTS

- 8.1. (For Possible Action) A review of the City of Fernley Comprehensive Master Plan and other adopted Master Plans to discuss future update priorities and needs.
- 8.2. (For Possible Action) Discussion and possible action regarding a tentative subdivision map application (TSM23003) from KLS Planning & Design Group on behalf of Schell Creek Construction to create 41 single-family detached lots on a site ±9.23-acres in size and generally located near the intersection of Canal Way and Silver Way (APN: 021-191-08). This parcel is zoned Single-Family Residential, 6,000 square-foot minimum lot size (SF6) and the land use designation of Fernley's Comprehensive Plan is Single-Family Residential (SFR).
- 8.3. (For possible action) Discussion and Possible Action on a resolution authorizing the City Treasurer/Finance Director of the City of Fernley to arrange for the sale of general obligation (limited tax) water refunding bonds (additionally secured by pledged revenues) in an aggregate principal amount not to exceed \$30,000,000; and providing other details in connection therewith.

9. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

- 9.1. Possible action requesting a future agenda item to discuss a public workshop by CRRC and the architect(s) to review the next phases of the project. (Councilwoman Zoberski)

10. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

11. PUBLIC FORUM

12. ADJOURNMENT

Next Meeting: August 7th @ 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	20246B-FMC-	Spanish - Carlos Thome	06/17/2024	160.00	07/05/2024	100-425-330 PROF SERV-INTERPRETER	624
Total 8498:					160.00			
ALHAMBRA								
4688	ALHAMBRA	7661929070424	water service	07/04/2024	264.79		510-810-614 Supplies-Plant/Shop/Maint	724
Total 4688:					264.79			
APWA - AMERICAN PUBLIC WORKS ASSN								
502	APWA - AMERICAN PUBLIC WORKS ASSN	845045	American Public Works Association Membership Dues	07/01/2024	99.25	07/05/2024	520-810-581 Dues and Memberships	724
502	APWA - AMERICAN PUBLIC WORKS ASSN	845045	American Public Works Association Membership Dues	07/01/2024	99.25	07/05/2024	100-417-581 Dues and Memberships	724
502	APWA - AMERICAN PUBLIC WORKS ASSN	845045	American Public Works Association Membership Dues	07/01/2024	99.25	07/05/2024	510-840-581 Dues and Memberships	724
502	APWA - AMERICAN PUBLIC WORKS ASSN	845045	American Public Works Association Membership Dues	07/01/2024	99.25	07/05/2024	510-810-581 Dues and Memberships	724
502	APWA - AMERICAN PUBLIC WORKS ASSN	845045	American Public Works Association Membership Dues	07/01/2024	99.25	07/05/2024	100-475-581 Dues and Memberships	724
502	APWA - AMERICAN PUBLIC WORKS ASSN	845045	American Public Works Association Membership Dues	07/01/2024	99.75	07/05/2024	100-575-581 Dues and Memberships	724
Total 502:					596.00			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2024-0187	Cross Connection Program Management	06/30/2024	361.00	07/05/2024	510-810-320 Prof Serv-Engineering	624
Total 8934:					361.00			
ARAMARK								
1895	ARAMARK	5980210307	PS rags and rugs	06/25/2024	116.77	07/05/2024	510-840-420 Contract Services	624
1895	ARAMARK	5980210315	shirt contract	06/25/2024	74.13	07/05/2024	100-480-600 General Supplies	624
1895	ARAMARK	5980210316	shop mat service	06/25/2024	82.27	07/05/2024	100-575-614 Supplies-Plant/Shop/Maint	624
1895	ARAMARK	5980210317	Work clothes service	06/25/2024	43.90	07/05/2024	100-475-616 Supplies-Safety	624
1895	ARAMARK	5980210318	pants service	06/25/2024	69.11	07/05/2024	510-810-614 Supplies-Plant/Shop/Maint	624
1895	ARAMARK	5980210320	Mats and mop service	06/25/2024	191.58	07/05/2024	100-417-420 Contract Services	624
1895	ARAMARK	5980212152	shirt contract	07/02/2024	59.18	07/05/2024	100-480-600 General Supplies	724
1895	ARAMARK	5980212153	Work Clothes Service	07/02/2024	44.93	07/05/2024	100-475-616 Supplies-Safety	724
1895	ARAMARK	5980212154	pants service	07/02/2024	69.11		510-810-614 Supplies-Plant/Shop/Maint	724
Total 1895:					750.98			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
AT&T								
13	AT&T	98670 JUL 24	775-786-2229 867 0 JUN 20 2024- JUL 19 2024	06/20/2024	1,397.69	07/12/2024	100-417-530 Communications (Internet,Cell)	624
Total 13:					1,397.69			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	46502	battery for parks	06/21/2024	162.00	07/05/2024	100-475-610 Automotive Supplies	624
8868	AUTO & TRUCK ELECTRIC, INC	46597	BATTERIES FOR w/d WELL 13 GENSET	07/09/2024	500.00		510-810-430 Repairs & Maintenance	724
Total 8868:					662.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	19777/5	Safety vest, glasses, and gloves	06/25/2024	61.86	07/05/2024	100-575-616 Safety Supplies	624
20	BIG R OF FERNLEY	19778/5	Trimmer fuel	06/25/2024	15.98	07/05/2024	100-417-600 General Supplies	624
20	BIG R OF FERNLEY	19782/5	Trimmer fuel and cleaner	06/25/2024	41.96	07/05/2024	100-575-600 General Supplies	624
20	BIG R OF FERNLEY	19791/5	Spray sealant, knife blades and metal couplings	06/26/2024	54.92	07/05/2024	100-575-600 General Supplies	624
20	BIG R OF FERNLEY	19793/5	Metal chain	06/26/2024	18.13	07/05/2024	100-417-600 General Supplies	624
20	BIG R OF FERNLEY	19796/5	PS HSPS CL17 replacement materials.	06/26/2024	19.73	07/05/2024	510-840-430 Service-Repair and Maintenance	624
20	BIG R OF FERNLEY	19800/5	Soap, towing strap, and water	06/27/2024	21.55	07/05/2024	100-575-600 General Supplies	624
20	BIG R OF FERNLEY	19820/5	Water nozzle and coupler lock	07/01/2024	98.96	07/05/2024	100-475-600 General Supplies	724
20	BIG R OF FERNLEY	19824/5	PS MF air line	07/01/2024	38.00	07/05/2024	510-840-430 Service-Repair and Maintenance	724
20	BIG R OF FERNLEY	19825/5	Electric outlet cover and box	07/01/2024	12.83	07/05/2024	100-575-600 General Supplies	724
20	BIG R OF FERNLEY	19827/5	Muck boots	07/01/2024	564.89	07/05/2024	510-810-614 Supplies-Plant/Shop/Maint	724
20	BIG R OF FERNLEY	19831/5	Work Gloves	07/02/2024	23.90		520-810-600 General Supplies	724
20	BIG R OF FERNLEY	19832/5	Swivels and water	07/02/2024	24.21	07/05/2024	100-575-600 General Supplies	724
20	BIG R OF FERNLEY	19834/55	Chemical transfer pump	07/02/2024	199.95		510-810-614 Supplies-Plant/Shop/Maint	724
20	BIG R OF FERNLEY	19837/5	Nitrile gloves	07/03/2024	59.97	07/05/2024	100-528-616 Safety Supplies	724
20	BIG R OF FERNLEY	19837/5	Water	07/03/2024	8.58	07/05/2024	100-528-600 General Supplies	724
20	BIG R OF FERNLEY	19839/5	Hardware	07/03/2024	16.98		100-575-600 General Supplies	724
20	BIG R OF FERNLEY	19841/5	Hardware and garden hose	07/03/2024	117.89		100-417-600 General Supplies	724
20	BIG R OF FERNLEY	19854/5	Pipe coupler, pipe plug and emitters	07/05/2024	59.84		100-528-600 General Supplies	724
20	BIG R OF FERNLEY	19863/5	PS shop supplies	07/08/2024	25.38		510-840-614 Plant/Shop/Maint. Supplies	724
20	BIG R OF FERNLEY	19868/5	PS Safety PPE	07/08/2024	164.50		510-840-616 Safety Supplies	724
20	BIG R OF FERNLEY	19869/5	PS plumbing parts	07/08/2024	31.67		510-840-430 Service-Repair and Maintenance	724
20	BIG R OF FERNLEY	248758/2	PS PPE	07/01/2024	189.95	07/05/2024	510-840-616 Safety Supplies	724
Total 20:					1,871.63			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	60724-1	FMC	06/25/2024	281.40		100-425-600 General Supplies	624
6970	BOB'S PRINTING AND SIGNAGE	60724-1	IT	06/25/2024	151.44		100-418-600 General Supplies	624
6970	BOB'S PRINTING AND SIGNAGE	60724-1	Mayor	06/25/2024	83.72		100-412-550 Printing and Postage	624
6970	BOB'S PRINTING AND SIGNAGE	60724-1	Bldg	06/25/2024	249.94		100-605-550 Printing and Postage	624
6970	BOB'S PRINTING AND SIGNAGE	61224-1	Window envelopes	06/25/2024	251.00	07/05/2024	100-415-600 General Supplies	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
6970	BOB'S PRINTING AND SIGNAGE	61424-1	Business Cards, Name Plaques, Setting Notices	06/27/2024	1,088.04	07/05/2024	100-425-550 Printing and Postage	624
6970	BOB'S PRINTING AND SIGNAGE	62124-1	Shirts	06/27/2024	346.18	07/05/2024	100-416-600 General Supplies	624
Total 6970:					2,451.72			
CARE FLIGHT								
7204	CARE FLIGHT	MEM-36	HEALTH INSURANCE/CARE FLIGHT J. HATCH	06/25/2024	6.00	07/05/2024	100-475-240 Group Insurance	624
Total 7204:					6.00			
CASELLE, INC.								
26	CASELLE, INC.	133342	ANN'L SUPP; MAINT; UPGRADES 7/1/24-6/30/25	07/01/2024	43,776.00	07/05/2024	100-418-342 Tech Services-Other	724
Total 26:					43,776.00			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	06/2024	FINANCE-CREDIT CARD PROCESSING FEES 6291058	06/30/2024	106.43	06/30/2024	100-415-609 Credit Card Fees - Govt Svcs	624
8637	CHASE PAYMENTECH MERCHANT SERVICES	06/2024	SEWER-CREDIT CARD PROCESSING FEES 6181757	06/30/2024	3,544.15	06/30/2024	520-810-609 Credit Card Fees	624
8637	CHASE PAYMENTECH MERCHANT SERVICES	06/2024	WATER-CREDIT CARD PROCESSING FEES 6181757	06/30/2024	3,544.16	06/30/2024	510-810-609 Credit Card Fees	624
8637	CHASE PAYMENTECH MERCHANT SERVICES	06/2024	FINANCE-CREDIT CARD PROCESSING FEES 6291057	06/30/2024	1,347.34	06/30/2024	100-415-609 Credit Card Fees - Govt Svcs	624
Total 8637:					8,542.08			
CIVIC PLUS								
3028	CIVIC PLUS	301014	Archive Social Civic Plus annual renewal FY24/25	07/01/2024	4,397.40	07/05/2024	100-418-342 Tech Services-Other	724
Total 3028:					4,397.40			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340701077	E3103934 SUPPLEMENTAL INSURANC	07/01/2024	361.10	07/05/2024	100-218000 COLONIAL INSURANCE PAYABL	724
Total 3520:					361.10			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	Pay Request 4 CRRC	CRRC Phase 1 Construction Services	05/31/2024	1,216,567.71	07/05/2024	220-480-810 ARPA	524
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	Pay Request 5 CRRC	Community Response and Resource Center Phase 1 Constru	06/30/2024	876,886.22		220-480-810 ARPA	624
Total 8916:					2,093,453.93			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	6262024	REIMB FOR ALL HANDS SUPPLIES 6/26/24	06/26/2024	46.34	07/05/2024	100-412-586 Employee Recognition	624
8639	EMPLOYEES, CITY OF FERNLEY	62624	REIMB FOR JOB AD ON APA BOARD FOR PLANNING TEC	06/26/2024	50.00	06/27/2024	100-610-540 Advertising	624
8639	EMPLOYEES, CITY OF FERNLEY	72787	REIMB FOR ALL HANDS SUPPLIES 6/26/24	06/25/2024	68.89	06/27/2024	100-412-586 Employee Recognition	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8639:					165.23			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-VECTOR	06/15/2024	57.84	07/05/2024	100-528-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-STREETS	06/15/2024	869.95	07/05/2024	100-475-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-BUILDING	06/15/2024	195.48	07/05/2024	100-605-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-FACILITIES	06/15/2024	349.59	07/05/2024	100-417-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-WTP	06/15/2024	72.62	07/05/2024	510-840-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-COURT	06/15/2024	36.60	07/05/2024	100-425-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-CM	06/15/2024	154.98	07/05/2024	100-413-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-ANIMAL CONTROL	06/15/2024	157.04	07/05/2024	100-525-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-WD	06/15/2024	1,712.01	07/05/2024	510-810-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-FLEET	06/15/2024	243.72	07/05/2024	100-480-626 GASOLINE	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-ENG	06/15/2024	18.42	07/05/2024	100-529-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-PARKS	06/15/2024	456.68	07/05/2024	100-575-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3880668	GASOLINE-WW	06/15/2024	1,332.60	07/05/2024	520-810-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3901302	GASOLINE-VECTOR	06/30/2024	42.46	07/05/2024	100-528-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3901302	GASOLINE-STREETS	06/30/2024	857.60	07/05/2024	100-475-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3901302	GASOLINE-FACILITIES	06/30/2024	208.69	07/05/2024	100-417-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3901302	GASOLINE-WTP	06/30/2024	73.39	07/05/2024	510-840-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3901302	GASOLINE-ANIMAL CONTROL	06/30/2024	248.73	07/05/2024	100-525-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3901302	GASOLINE-WD	06/30/2024	1,117.75	07/05/2024	510-810-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3901302	GASOLINE-FLEET	06/30/2024	208.27	07/05/2024	100-480-626 GASOLINE	624
18	FLYERS ENERGY, LLC	CFS-3901302	GASOLINE-CM	06/30/2024	68.62	07/05/2024	100-413-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3901302	GASOLINE-PARKS	06/30/2024	380.67	07/05/2024	100-575-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3901302	GASOLINE-WW	06/30/2024	1,558.50	07/05/2024	520-810-626 Gasoline	624
18	FLYERS ENERGY, LLC	CFS-3901302	GASOLINE-BUILDING	06/30/2024	171.23	07/05/2024	100-605-626 Gasoline	624
Total 18:					10,593.44			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0397	Lobbyist Contract JULY 24	07/01/2024	5,800.00	07/05/2024	100-413-322 Prof Serv-Other	724
Total 8869:					5,800.00			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	652439204	Communications July 24	07/04/2024	211.63		100-417-530 Communications (Internet,Cell)	724
Total 8838:					211.63			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111851	Misc. Service Labor	06/18/2024	145.00	07/05/2024	100-605-322 Prof Serv-Other	624
70	HANNEMAN SERVICE	111852	Misc. Service Labor	06/19/2024	145.00	07/05/2024	100-605-322 Prof Serv-Other	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
70	HANNEMAN SERVICE	13884	1990 Ford Ranger Black NV 161 X81 Rosewood Drive	06/19/2024	55.00	07/05/2024	100-605-322 Prof Serv-Other	624
70	HANNEMAN SERVICE	13951	2010 Toyota Corolla No Plates 764 Silver Way	06/18/2024	55.00	07/05/2024	100-605-322 Prof Serv-Other	624
Total 70:					400.00			
HERC RENTALS								
8732	HERC RENTALS	34735552-001	Light Tower	07/05/2024	166.23		100-575-441 Rental	724
Total 8732:					166.23			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-038	3721P GROUP HEALTH INSURANCE	07/01/2024	88,471.09	07/05/2024	100-217000 HEALTH INSURANCE PAYABLE	724
Total 4842:					88,471.09			
IBEW Local 1245								
83	IBEW Local 1245	JUN 2024-2	UNION DUES, ONE HALF OF MONTH	06/28/2024	961.49	06/28/2024	100-219900 OTHER PAYROLL PAYABLES	624
Total 83:					961.49			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	JUN 2024-2	W/HOLD TAX PAYABLE, PAYROLL	06/28/2024	20,630.11	06/28/2024	100-212000 FEDERAL WITHHOLDING PAYAB	624
7879	INTERNAL REVENUE SERVICE	JUN 2024-2	FICA TAX PAYABLE, PAYROLL	06/28/2024	277.32	06/28/2024	100-211000 FICA PAYABLE	624
7879	INTERNAL REVENUE SERVICE	JUN 2024-2	MED TAX PAYABLE, PAYROLL	06/28/2024	6,010.56	06/28/2024	100-212000 FEDERAL WITHHOLDING PAYAB	624
Total 7879:					26,917.99			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	849689-IN	oil for fleet	06/24/2024	912.85	07/05/2024	100-480-610 Automotive Supplies	624
4329	INTERSTATE OIL COMPANY	850799-IN	OIL AND FILTERS FOR FLEET	07/09/2024	318.64		100-480-610 Automotive Supplies	724
Total 4329:					1,231.49			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	196874000-0524	North Area Plan	05/31/2024	16,448.00	07/05/2024	100-610-322 Prof Serv-Other	524
Total 8715:					16,448.00			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	35192	Elevator preventative maintenance	07/01/2024	196.65	07/05/2024	100-417-420 Contract Services	724
Total 8751:					196.65			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
L.A. STUDIO NEVADA									
9011	L.A. STUDIO NEVADA	959-501-6-1	All abilities park final inspection	06/24/2024	2,019.25	07/05/2024	230-575-730	Improve other than Buildings	624
Total 9011:					2,019.25				
LOWES CREDIT SERVICES									
7650	LOWES CREDIT SERVICES	82278	swamp cooler supplies	06/24/2024	111.76	07/05/2024	510-810-614	Supplies-Plant/Shop/Maint	624
7650	LOWES CREDIT SERVICES	82929	PS SED Basin Bird Netting	06/10/2024	73.88	07/05/2024	510-840-430	Service-Repair and Maintenance	624
7650	LOWES CREDIT SERVICES	84565	roofing supplies for NE booster	06/25/2024	738.15	07/05/2024	510-810-614	Supplies-Plant/Shop/Maint	624
7650	LOWES CREDIT SERVICES	86618	roofing and painting supplies	06/26/2024	399.18	07/05/2024	510-810-614	Supplies-Plant/Shop/Maint	624
7650	LOWES CREDIT SERVICES	87987	PS Water Softener Salt	06/27/2024	339.50	07/05/2024	510-840-617	Chemicals	624
7650	LOWES CREDIT SERVICES	88590	Asphalt, concrete, and pallet	06/27/2024	1,741.48	07/05/2024	100-475-600	General Supplies	624
7650	LOWES CREDIT SERVICES	99202	PS Maint. Tools/ Supplies	07/02/2024	369.53		510-810-614	Supplies-Plant/Shop/Maint	724
7650	LOWES CREDIT SERVICES	99204	PS Maint. Equipment	07/02/2024	349.60		510-810-430	Repairs & Maintenance	724
Total 7650:					4,123.08				
LP INSURANCE SERVICES, INC									
8746	LP INSURANCE SERVICES, INC	912170 FY 2024-2024	Policy #NPAIP22425 7/1/2024-6/30/2025	07/01/2024	65,556.01	07/05/2024	510-840-520	Insurance	724
8746	LP INSURANCE SERVICES, INC	912170 FY 2024-2024	Policy #NPAIP22425 7/1/2024-6/30/2025	07/01/2024	85,377.08	07/05/2024	510-810-520	Insurance	724
8746	LP INSURANCE SERVICES, INC	912170 FY 2024-2024	Policy #NPAIP22425 7/1/2024-6/30/2025	07/01/2024	128,776.32	07/05/2024	100-417-520	Insurance	724
8746	LP INSURANCE SERVICES, INC	912170 FY 2024-2024	Policy #NPAIP22425 7/1/2024-6/30/2025	07/01/2024	62,747.78	07/05/2024	520-810-520	Insurance	724
8746	LP INSURANCE SERVICES, INC	921440	EB Benefits July 24	07/01/2024	2,500.00	07/05/2024	100-413-322	Prof Serv-Other	724
8746	LP INSURANCE SERVICES, INC	921441	EB Benefits AUG 24	08/01/2024	2,500.00	07/05/2024	100-413-322	Prof Serv-Other	824
Total 8746:					347,457.19				
LUMOS & ASSOCIATES INC									
370	LUMOS & ASSOCIATES INC	122882	Testing and Inspection services for annual pavement mainten	06/04/2024	41,552.50	07/05/2024	100-475-430	Service-Repair and Maintenance	624
370	LUMOS & ASSOCIATES INC	122939	Wastewater Treatment Plant PER	06/06/2024	5,221.35	07/05/2024	520-166100	Construction In Progress	624
370	LUMOS & ASSOCIATES INC	123192	Fernley industrial park rehab design services	06/20/2024	468.00	07/05/2024	100-475-745	RTC REIMBURSABLE EXPENDI	624
370	LUMOS & ASSOCIATES INC	123213	Farm District Road flashing beacons design services	06/20/2024	858.00	07/05/2024	100-475-730	Improve other than Buildings	624
370	LUMOS & ASSOCIATES INC	123216	FY 23/24 Pavement maintenance project inspection services	06/20/2024	21,930.00	07/05/2024	100-475-430	Service-Repair and Maintenance	624
370	LUMOS & ASSOCIATES INC	123328	WWTP PER	06/27/2024	13,844.50		520-810-320	Prof Serv-Engineering	624
370	LUMOS & ASSOCIATES INC	123416	WWTP PER	07/02/2024	4,395.50		520-810-320	Prof Serv-Engineering	724
Total 370:					88,269.85				
LYON COUNTY									
1126	LYON COUNTY	JULY 2024	PUBLIC DEFENDER - JULY 2024	07/01/2024	10,000.00	07/05/2024	100-413-322	Prof Serv-Other	724
Total 1126:					10,000.00				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	6/24	Road Tax (RCT) payable to Lyon County	06/30/2024	37,745.50	07/05/2024	100-227010 Road RCT Payable to County	624
106	LYON COUNTY CLERK/TREASURER	Jun2024	1% administrative fee (kept by city)	06/30/2024	464.00-	07/05/2024	100-330-450 ADMINISTRATION FEES	624
106	LYON COUNTY CLERK/TREASURER	Jun2024	School Tax (RCT) payable to Lyon County	06/30/2024	46,400.00	07/05/2024	100-227015 School RCT Payble to County	624
106	LYON COUNTY CLERK/TREASURER	TLT Jun 24	Transient Lodging Tax	06/30/2024	2,776.83	07/05/2024	225-227010 TLT Payable to County	624
Total 106:					86,458.33			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	2060412	LIEN REL- 335 WILDROSE DR APN 020-604-12	07/01/2024	43.00	07/05/2024	510-810-322 Prof Serv-Other	724
Total 108:					43.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I19186	Portable Restroom Maintenance	07/01/2024	118.33	07/05/2024	100-575-420 Contract Services	724
8509	MARSHALL'S SEPTIC CARE	I19187	Portable Restroom Maintenance	07/01/2024	118.33	07/05/2024	100-575-420 Contract Services	724
8509	MARSHALL'S SEPTIC CARE	I19188	Portable Restroom Maintenance	07/01/2024	526.65	07/05/2024	100-575-420 Contract Services	724
8509	MARSHALL'S SEPTIC CARE	I19189	Portable Restroom Maintenance	07/01/2024	210.66	07/05/2024	100-575-420 Contract Services	724
8509	MARSHALL'S SEPTIC CARE	I19190	Portable Restroom Maintenance	07/01/2024	200.66	07/05/2024	100-575-420 Contract Services	724
8509	MARSHALL'S SEPTIC CARE	I19191	Portable Restroom Maintenance	07/01/2024	118.33	07/05/2024	100-575-420 Contract Services	724
8509	MARSHALL'S SEPTIC CARE	I19197	Portable Restroom Maintenance	07/01/2024	113.33	07/05/2024	100-575-420 Contract Services	724
Total 8509:					1,406.29			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	JULY 2024	5952725 GROUP VISION INSURANCE	07/01/2024	1,056.45	07/05/2024	100-217200 Vision Insurance Payable MetL	724
5387	METLIFE SMALL BUSINESS CENTER	JULY 2024	5952725 GROUP DENTAL INSURANCE	07/01/2024	6,042.28	07/05/2024	100-217100 Dental Insurance Payable MetL	724
5387	METLIFE SMALL BUSINESS CENTER	JULY 2024	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	07/01/2024	3,933.74	07/05/2024	100-217300 Life/ADD LTD/STD Anthem Payabl	724
Total 5387:					11,032.47			
MICROSOFT								
8539	MICROSOFT	E0200SB2M7	Tech Services 4/15-6/14/24	06/15/2024	27,048.00		100-418-342 Tech Services-Other	624
Total 8539:					27,048.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	EN2024-006	RELEASE BOND; 399 GAZZIGLI LN	06/26/2024	500.00	07/05/2024	100-228300 Customer Deposits/Bonds - Dev	624
Total 1111:					500.00			
MOSS & SONS LANDSCAPING & CONCRETE LLC								
8948	MOSS & SONS LANDSCAPING & CONCRETE LLC	1838	Pickleball Court Construction at Green Valley Park	06/28/2024	13,500.00		100-575-322 Prof Serv-Other	624
8948	MOSS & SONS LANDSCAPING & CONCRETE LLC	1839	Sidewalk at Out of Town Park	07/01/2024	10,718.28		100-575-322 Prof Serv-Other	724

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8948:					24,218.28			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	4851695	Burglar Alarm Monitoring	07/01/2024	150.00	07/05/2024	100-417-420 Contract Services	724
8814	MOUNTAIN ALARM	4851695	Burglar Alarm Maintenance and Monitoring	07/01/2024	249.00	07/05/2024	100-575-420 Contract Services	724
Total 8814:					399.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	85028318	hydrant paint	06/24/2024	636.48	07/05/2024	510-810-614 Supplies-Plant/Shop/Maint	624
115	MSC INDUSTRIAL SUPPLY CO	87854078	VacCon Umbrella	07/03/2024	155.26		520-810-616 Supplies-Safety	724
115	MSC INDUSTRIAL SUPPLY CO	87854138	Squincher and gloves	07/03/2024	148.96		520-810-616 Supplies-Safety	724
Total 115:					940.70			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	408328	well house supplies	06/01/2024	22.07		510-810-614 Supplies-Plant/Shop/Maint	624
58	NAPA AUTO & TRUCK PARTS	408644	temp gun for well 11	06/01/2024	104.79		510-810-614 Supplies-Plant/Shop/Maint	624
58	NAPA AUTO & TRUCK PARTS	408659	RTV for fleet	04/15/2024	8.49	07/05/2024	100-480-610 Automotive Supplies	424
58	NAPA AUTO & TRUCK PARTS	410074	filters for strets	05/09/2024	72.21	07/05/2024	100-475-610 Automotive Supplies	524
58	NAPA AUTO & TRUCK PARTS	412628	wheel chalks	06/25/2024	48.18	07/05/2024	100-480-610 Automotive Supplies	624
58	NAPA AUTO & TRUCK PARTS	412669	V belt for streets	06/25/2024	6.99	07/05/2024	100-475-610 Automotive Supplies	624
58	NAPA AUTO & TRUCK PARTS	413108	Filter and cleaner	07/03/2024	61.16		520-810-600 General Supplies	724
58	NAPA AUTO & TRUCK PARTS	413307	PARTS FOR PARKS	07/08/2024	8.56		100-480-610 Automotive Supplies	724
Total 58:					188.03			
NDEP NV DIV OF ENVIRONMENTAL PROTECTION								
4038	NDEP NV DIV OF ENVIRONMENTAL PROTECTION	7295	NDEP Annual Review & Service Fee for the East Wastewater	07/01/2024	9,310.00	07/05/2024	520-810-642 Permits and Licenses	724
Total 4038:					9,310.00			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Jun 24	Transient Lodging Tax	06/30/2024	1,666.10	07/05/2024	225-227015 TLT Payable to State	624
Total 6378:					1,666.10			
NEVADA DEPT OF BUSINESS & INDUSTRY								
5439	NEVADA DEPT OF BUSINESS & INDUSTRY	AA24-320	Assessment Government Employees FY 2024-25	06/21/2024	216.00	07/05/2024	100-413-315 Prof Serv-Conflict Council	624
Total 5439:					216.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NEVADA LEAGUE OF CITIES AND								
123	NEVADA LEAGUE OF CITIES AND	FY25	FY 24-25 Dues	07/01/2024	20,000.00		100-412-581 Dues and Memberships	724
Total 123:					20,000.00			
NEVADA VETERAN'S COALITION								
8594	NEVADA VETERAN'S COALITION	FY23/24 Final R2	NEV Vet Final FY23-24 R2	06/23/2024	5,323.27	07/05/2024	225-575-650 Grant Awards	624
Total 8594:					5,323.27			
NORTHERN NEVADA DEVELOPMENT AUTHORITY								
7796	NORTHERN NEVADA DEVELOPMENT AUTHORITY	NNDA-1786	NNDA Membership July 2024-June 2025	07/01/2024	1,000.00		100-412-581 Dues and Memberships	724
Total 7796:					1,000.00			
NV ENERGY								
167	NV ENERGY	13818 JUN 24	34596405113818 ACH	06/27/2024	42.72	07/15/2024	100-475-622 Electricity	624
167	NV ENERGY	13924 JUN 24	48768108113924 ACH	06/27/2024	33.92	07/15/2024	100-475-622 Electricity	624
167	NV ENERGY	26445 JUN 24	34596505226445 ACH	06/26/2024	8,564.39	07/15/2024	510-840-622 Electricity	624
167	NV ENERGY	28458 JUN 24	34596505228458 ACH	06/26/2024	19,563.95	07/15/2024	510-840-622 Electricity	624
167	NV ENERGY	30672 JUN 24	213677908230672 ACH	06/27/2024	40.71	07/15/2024	100-575-622 Electricity	624
167	NV ENERGY	71493 JUN 24	271223607571493 ACH	06/27/2024	39.96	07/15/2024	100-475-622 Electricity	624
167	NV ENERGY	97731 JUN 24	213677908197731 ACH	06/27/2024	42.01	07/15/2024	100-575-622 Electricity	624
Total 167:					28,327.66			
OFFICE DEPOT								
133	OFFICE DEPOT	370618908001	Chromebook AC new Employee	06/27/2024	465.99	07/05/2024	100-525-605 Minor Equipment	624
133	OFFICE DEPOT	371552630001	Sealable Envelopes, Batteries, Dymo Lables and Binder Clips	06/14/2024	222.66	07/05/2024	100-425-600 General Supplies	624
133	OFFICE DEPOT	371586838001	Conform Stamps	06/18/2024	71.97	07/05/2024	100-425-600 General Supplies	624
133	OFFICE DEPOT	372505209001	Keyboards	06/21/2024	104.36	07/05/2024	100-416-605 Minor Equipment	624
133	OFFICE DEPOT	372505209001	Office supplies	06/21/2024	19.62	07/05/2024	100-416-600 General Supplies	624
133	OFFICE DEPOT	372543416001	Keyboards	06/21/2024	128.18	07/05/2024	100-416-605 Minor Equipment	624
133	OFFICE DEPOT	372795897001	Stamp	06/27/2024	31.92		100-414-600 General Supplies	624
133	OFFICE DEPOT	372796373001	Office supplies: tape	06/26/2024	8.03	07/05/2024	100-416-600 General Supplies	624
133	OFFICE DEPOT	373363873001	OFFICE SUPPLIES	06/20/2024	96.49	07/05/2024	520-810-601 Office Supplies	624
133	OFFICE DEPOT	373363873001	OFFICE SUPPLIES	06/20/2024	96.49	07/05/2024	510-810-601 Office Supplies	624
133	OFFICE DEPOT	373366791001	OFFICE SUPPLIES	06/20/2024	7.87	07/05/2024	520-810-601 Office Supplies	624
133	OFFICE DEPOT	373366791001	OFFICE SUPPLIES	06/20/2024	7.88	07/05/2024	510-810-601 Office Supplies	624
133	OFFICE DEPOT	373366792001	OFFICE SUPPLIES	06/19/2024	4.95	07/05/2024	520-810-601 Office Supplies	624
133	OFFICE DEPOT	373366792001	OFFICE SUPPLIES	06/19/2024	4.94	07/05/2024	510-810-601 Office Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.66	07/05/2024	100-415-600 General Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.65	07/05/2024	100-525-600 General Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.65	07/05/2024	520-810-601 Office Supplies	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.65	07/05/2024	100-414-600 General Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.67	07/05/2024	100-575-600 General Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.65	07/05/2024	100-605-600 General Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.65	07/05/2024	100-416-600 General Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.65	07/05/2024	510-810-601 Office Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.66	07/05/2024	100-418-600 General Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.65	07/05/2024	100-529-600 General Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.65	07/05/2024	510-840-601 Office Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.66	07/05/2024	100-413-600 General Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.65	07/05/2024	100-610-600 General Supplies	624
133	OFFICE DEPOT	373926886001	CITY WIDE PAPER	06/28/2024	31.65	07/05/2024	100-475-600 General Supplies	624
133	OFFICE DEPOT	374011089001	Office supplies-batteries, correction tape, post its, flags, pens	07/03/2024	59.72	07/05/2024	100-529-600 General Supplies	724
133	OFFICE DEPOT	374011089001	Office supplies-batteries, correction tape, post its, flags, pens	07/03/2024	11.94	07/05/2024	510-840-601 Office Supplies	724
133	OFFICE DEPOT	374011089001	Office supplies-batteries, correction tape, post its, flags, pens	07/03/2024	23.89	07/05/2024	510-810-601 Office Supplies	724
133	OFFICE DEPOT	374011089001	Office supplies-batteries, correction tape, post its, flags, pens	07/03/2024	23.89	07/05/2024	100-475-601 Supplies-Office	724
Total 133:					1,833.94			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-305525	credit	06/25/2024	47.00-	07/05/2024	100-575-610 Automotive Supplies	624
6230	O'REILLY AUTO PARTS	3599-305602	mirror for streets 3005	06/27/2024	238.01	07/05/2024	100-475-610 Automotive Supplies	624
6230	O'REILLY AUTO PARTS	3599-305614	charger for w/d 1002	06/27/2024	50.48	07/05/2024	510-810-610 Automotive Supplies	624
6230	O'REILLY AUTO PARTS	3599-305628	oil filter for 3006	06/27/2024	5.29	07/05/2024	100-475-610 Automotive Supplies	624
6230	O'REILLY AUTO PARTS	3599-305825	PARTS FOR STREETS 3003	06/28/2024	189.09		100-480-610 Automotive Supplies	624
6230	O'REILLY AUTO PARTS	3599-305844	clock spring for streets 3007	06/28/2024	361.41	07/05/2024	100-475-610 Automotive Supplies	624
6230	O'REILLY AUTO PARTS	3599-306277	PARTS FOR w/w 2005	07/01/2024	330.32		100-480-610 Automotive Supplies	724
6230	O'REILLY AUTO PARTS	3599-306633	BATTERY CHARGER FOR STREETS	07/03/2024	47.99		100-475-430 Service-Repair and Maintenance	724
6230	O'REILLY AUTO PARTS	3599-306928	PARTS FOR PARKS	07/05/2024	22.99		100-480-610 Automotive Supplies	724
Total 6230:					1,198.58			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	845256 1	Bond paper	06/30/2024	34.04	07/05/2024	100-475-601 Supplies-Office	624
8929	PACIFIC OFFICE AUTOMATION	845256 1	Bond paper	06/30/2024	34.04	07/05/2024	100-575-601 Office Supplies	624
8929	PACIFIC OFFICE AUTOMATION	845256 1	Bond paper	06/30/2024	34.04	07/05/2024	520-810-601 Office Supplies	624
8929	PACIFIC OFFICE AUTOMATION	845256 1	Bond paper	06/30/2024	34.04	07/05/2024	510-840-601 Office Supplies	624
8929	PACIFIC OFFICE AUTOMATION	845256 1	Bond paper	06/30/2024	34.05	07/05/2024	100-417-601 OFFICE SUPPLIES	624
8929	PACIFIC OFFICE AUTOMATION	845256 1	Bond Paper	06/30/2024	34.04	07/05/2024	510-810-601 Office Supplies	624
8929	PACIFIC OFFICE AUTOMATION	855223 1	Bond paper	06/30/2024	34.04	07/05/2024	100-575-601 Office Supplies	624
8929	PACIFIC OFFICE AUTOMATION	855223 1	Bond paper	06/30/2024	34.04	07/05/2024	510-840-601 Office Supplies	624
8929	PACIFIC OFFICE AUTOMATION	855223 1	Bond paper	06/30/2024	34.04	07/05/2024	510-810-601 Office Supplies	624
8929	PACIFIC OFFICE AUTOMATION	855223 1	Bond paper	06/30/2024	34.04	07/05/2024	520-810-601 Office Supplies	624
8929	PACIFIC OFFICE AUTOMATION	855223 1	Bond paper	06/30/2024	34.05	07/05/2024	100-417-601 OFFICE SUPPLIES	624
8929	PACIFIC OFFICE AUTOMATION	855223 1	Bond paper	06/30/2024	34.04	07/05/2024	100-475-601 Supplies-Office	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8929	PACIFIC OFFICE AUTOMATION	COF-KS21	CAO	07/01/2024	544.91		100-414-550 Printing and Postage	724
8929	PACIFIC OFFICE AUTOMATION	COF-KS21	HR	07/01/2024	544.91		100-413-550 Printing and Postage	724
8929	PACIFIC OFFICE AUTOMATION	COF-KS21	Utilities	07/01/2024	272.45		520-810-550 Printing and Postage	724
8929	PACIFIC OFFICE AUTOMATION	COF-KS21	Utilities	07/01/2024	272.46		510-810-550 Printing and Postage	724
8929	PACIFIC OFFICE AUTOMATION	COF-KS21	FMC	07/01/2024	544.91		100-425-550 Printing and Postage	724
8929	PACIFIC OFFICE AUTOMATION	COF-KS21	Main	07/01/2024	544.91		100-417-550 Printing and Postage	724
8929	PACIFIC OFFICE AUTOMATION	COF-KS21	Clerk	07/01/2024	544.91		100-416-550 Printing and Postage	724
Total 8929:					3,677.96			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5215049	4 - 64 gal totes	06/26/2024	66.00	07/05/2024	100-416-420 Contract Services	624
8876	PACIFIC STORAGE COMPANY	5215050	Shred Bin	06/26/2024	16.50		100-425-322 Prof Serv-Other	624
Total 8876:					82.50			
PETROSOLUTIONS, LLC								
8504	PETROSOLUTIONS, LLC	114700	waste oil pickup	06/28/2024	100.00	07/05/2024	100-480-610 Automotive Supplies	624
Total 8504:					100.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	JUL 2024	RETIREE INSURANCE - #819	07/02/2024	96.80		100-605-240 Group Insurance	724
143	PUBLIC EMPLOYEES BENEFITS PROG	JUL 2024	RETIREE INSURANCE - #819	07/02/2024	223.77		100-415-240 Group Insurance	724
143	PUBLIC EMPLOYEES BENEFITS PROG	JUL 2024	RETIREE INSURANCE - #819	07/02/2024	1.11		510-810-240 Group Insurance	724
143	PUBLIC EMPLOYEES BENEFITS PROG	JUL 2024	RETIREE INSURANCE - #819	07/02/2024	268.39		520-810-240 Group Insurance	724
Total 143:					590.07			
QUADIENT LEASING USA, INC.								
8737	QUADIENT LEASING USA, INC.	61113962	Billing Machine	06/05/2024	176.35	07/05/2024	510-810-322 Prof Serv-Other	624
8737	QUADIENT LEASING USA, INC.	61113962	Billing Machine	06/05/2024	176.36	07/05/2024	520-810-322 Prof Serv-Other	624
8737	QUADIENT LEASING USA, INC.	Q1402483	INHOUSE BILLING LEASE	07/02/2024	2,794.41		520-810-441 Rental	724
8737	QUADIENT LEASING USA, INC.	Q1402483	INHOUSE BILLING LEASE	07/02/2024	2,794.41		510-810-441 Rental	724
Total 8737:					5,941.53			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	6444014	BILL #347	06/01/2024	87.96		100-416-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR FIRE PROTECTION MAINT. CONTRACT	06/01/2024	156.80		100-417-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR FIRE PROTECTION MAINT. CONTRACT	06/01/2024	156.80		510-810-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR CHEMICAL SUPPLIER CONTRACT	06/01/2024	274.49		520-810-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR FIRE PROTECTION MAINT. CONTRACT	06/01/2024	156.81		100-475-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BILL #349	06/01/2024	87.96		100-416-540 Advertising	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR CHEMICAL SUPPLIER CONTRACT	06/01/2024	274.49		510-810-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR FIRE PROTECTION MAINT. CONTRACT	06/01/2024	156.81		510-840-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR CHEMICAL SUPPLIER CONTRACT	06/01/2024	274.50		510-840-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	3RD QTR RECEIPTS & EXPENSES 2024	06/01/2024	106.20		100-416-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR PW SUPPLIES/MATERIALS	06/01/2024	483.46		510-810-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR PW SUPPLIES/MATERIALS	06/01/2024	483.46		520-810-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR FIRE PROTECTION MAINT. CONTRACT	06/01/2024	156.81		520-810-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR WTP RESIDUAL REMOVAL CONTRACT	06/01/2024	1,058.20		510-840-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BILL #349	06/01/2024	97.08		100-416-540 Advertising	624
152	RENO GAZETTE JOURNAL	6444014	BIDS FOR FIRE PROTECTION MAINT. CONTRACT	06/01/2024	156.81		100-575-540 Advertising	624
152	RENO GAZETTE JOURNAL	6506513	BILL #350	07/01/2024	87.96		100-416-540 Advertising	724
152	RENO GAZETTE JOURNAL	6506513	BILL #351	07/01/2024	92.52		100-416-540 Advertising	724
152	RENO GAZETTE JOURNAL	6506513	FISCAL REPORT 2024	07/01/2024	409.02		100-416-540 Advertising	724
152	RENO GAZETTE JOURNAL	6506584	Advertisement	06/30/2024	228.99		100-610-540 Advertising	624
Total 152:					4,987.13			
REX MOORE GROUP, INC.								
6461	REX MOORE GROUP, INC.	INV-41926	PS Recycle pump electrical controls troubleshooting	06/24/2024	460.00	07/05/2024	510-840-428 Contract Svc-Electrical & Cont	624
6461	REX MOORE GROUP, INC.	INV-41929	PS Sodium Hypochlorite Room Light Replacement	06/24/2024	4,896.63	07/05/2024	510-840-428 Contract Svc-Electrical & Cont	624
Total 6461:					5,356.63			
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL								
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	24-04	Water Testing Consultation Support	07/06/2024	2,750.25		510-810-320 Prof Serv-Engineering	724
Total 8884:					2,750.25			
SIERRA ELECTRONICS								
161	SIERRA ELECTRONICS	AR45786	Mobile radio charger	06/26/2024	475.00	07/05/2024	100-475-600 General Supplies	624
Total 161:					475.00			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316591	WWTP Influent & Effluent Samples	06/25/2024	502.00	07/05/2024	520-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316592	WWTP Monitoring Well Samples	06/25/2024	665.00	07/05/2024	520-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316602	lickety split carwash day 1 sample	06/25/2024	22.00	07/05/2024	510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316603	legacy trails day 1 samples	06/25/2024	66.00	07/05/2024	510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316648	lickety split carwash sample day 2	06/26/2024	22.00	07/05/2024	510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316649	legacy trails samples	06/26/2024	66.00	07/05/2024	510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316650	river ranch apartments samples	06/26/2024	66.00	07/05/2024	510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316678	quarterly DBP samples	06/26/2024	1,000.00	07/05/2024	510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316802	river ranch apartments samples	06/28/2024	66.00	07/05/2024	510-810-423 Contract Services-ANALYTICAL	624
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316916	PS canal samples	07/03/2024	4,323.00		510-840-423 Contract Services-ANALYTICAL	724

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316931	raw water samples	07/03/2024	66.00		510-810-423 Contract Services-ANALYTICAL	724
7856	SILVER STATE ANALYTICAL LABORATORIES	RN316932	Monthly samples round 1	07/03/2024	286.00		510-810-423 Contract Services-ANALYTICAL	724
7856	SILVER STATE ANALYTICAL LABORATORIES	RN317044	501 river ranch hydrant extension sample	07/08/2024	22.00		510-810-423 Contract Services-ANALYTICAL	724
Total 7856:					7,172.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	44940	Street signs and highly reflective beads	07/03/2024	1,189.28		100-475-615 Supplies-Signs and Striping	724
170	SILVER STATE BARRICADE	45367	Digital message boards	06/30/2024	1,600.00		100-475-441 Rentals	624
170	SILVER STATE BARRICADE	45411	Digital message board	06/30/2024	800.00		100-475-441 Rentals	624
Total 170:					3,589.28			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	E201029886	drive line parts for Vactor streets	06/25/2024	162.62	07/05/2024	100-475-610 Automotive Supplies	624
Total 265:					162.62			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/61746948	1/4 drive tools for shop	06/21/2024	317.13	07/05/2024	100-480-600 General Supplies	624
Total 8735:					317.13			
SOSU TV CORP								
8909	SOSU TV CORP	WC1377	Fernley Focus Videos July 24	07/01/2024	1,083.00		100-413-322 Prof Serv-Other	724
Total 8909:					1,083.00			
SOUTHERN TIRE MART LLC								
8964	SOUTHERN TIRE MART LLC	7590031148	tires for W/D vac-con	06/25/2024	8,304.12	07/05/2024	510-810-610 Automotive Supplies	624
Total 8964:					8,304.12			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 JUN 24	910000818971 ACH	06/17/2024	30.24	07/08/2024	520-810-621 Natural Gas	624
204	SOUTHWEST GAS CORP	33096 JUN 24	910001133096 ACH	06/26/2024	30.24	07/15/2024	510-810-621 Natural Gas	624
204	SOUTHWEST GAS CORP	33438 JUL 24	910001133438 ACH	06/21/2024	182.06	07/10/2024	100-417-621 Natural Gas	624
Total 204:					242.54			
SPARKS ELECTRIC MOTOR REPAIR								
1291	SPARKS ELECTRIC MOTOR REPAIR	20580	Well 11 back up motor diagnostics	06/19/2024	1,770.96	07/05/2024	510-840-430 Service-Repair and Maintenance	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 1291:					1,770.96				
STATE COLLECTION & DISB. UNIT (SCaDU)									
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JUN 2024-2	CHILD SUPPORT	06/28/2024	319.84	06/27/2024	100-219900	OTHER PAYROLL PAYABLES	624
Total 176:					319.84				
TAGGART & TAGGART LTD									
3275	TAGGART & TAGGART LTD	17956	Water Right Contract FY23/24 May 24	05/31/2024	58,427.47	07/05/2024	510-810-698	Water Rights Protection	524
Total 3275:					58,427.47				
THATCHER COMPANY, INC.									
8646	THATCHER COMPANY, INC.	2024250103287	PS ferric chloride	06/25/2024	17,760.00	07/05/2024	510-840-617	Chemicals	624
8646	THATCHER COMPANY, INC.	2024400103218	PS sodium hypochlorite	06/23/2024	8,175.40	07/05/2024	510-840-617	Chemicals	624
8646	THATCHER COMPANY, INC.	2024400103262	WWTP chlorine	06/27/2024	6,437.00		520-810-617	Supplies-Chemical	624
Total 8646:					32,372.40				
ULINE, INC									
8965	ULINE, INC	179905557	Bench for park	06/26/2024	1,197.09	07/05/2024	100-575-322	Prof Serv-Other	624
Total 8965:					1,197.09				
USA BLUEBOOK									
464	USA BLUEBOOK	INV00410175	PS Lab supplies	07/01/2024	2,558.68	07/05/2024	510-840-614	Plant/Shop/Maint. Supplies	724
Total 464:					2,558.68				
VERUS ASSOCIATES NEVADA, LLC									
8606	VERUS ASSOCIATES NEVADA, LLC	2493	SCADA Support	06/28/2024	5,921.00	07/05/2024	510-840-429	Contract Services-SCADA	624
8606	VERUS ASSOCIATES NEVADA, LLC	2512	SCADA Support	06/30/2024	426.25		520-810-429	Contract Services-SCADA	624
Total 8606:					6,347.25				
VOYA FINANCIAL									
8591	VOYA FINANCIAL	JUN 2024-2	ROTH IRA	06/28/2024	210.00	06/28/2024	100-215000	457 PAYABLE	624
8591	VOYA FINANCIAL	JUN 2024-2	DEFERRED COMPENSATION, 457	06/28/2024	2,822.50	06/28/2024	100-215000	457 PAYABLE	624
Total 8591:					3,032.50				
WASTE MANAGEMENT									
447	WASTE MANAGEMENT	25001 JUL 24	6-82646-25001	07/01/2024	1,099.95	07/05/2024	100-417-412	Utility Services-Refuse	724

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
447	WASTE MANAGEMENT	33001 JUL 24	11-60772-33001	07/03/2024	148.19	07/05/2024	100-417-412 Utility Services-Refuse	724
447	WASTE MANAGEMENT	33005 JUL 24	11-60745-33005	07/03/2024	25.27	07/05/2024	510-840-412 Utility Service-Refuse	724
447	WASTE MANAGEMENT	33009 JUL 24	11-60774-33009	07/03/2024	121.24	07/05/2024	510-810-412 Utility Service-Refuse	724
447	WASTE MANAGEMENT	43003 JUL 24	11-60760-43003	07/03/2024	60.64	07/05/2024	520-810-412 Utility Service-Refuse	724
447	WASTE MANAGEMENT	63002 JULY 2024	11-74239-63002	07/01/2024	450.00	07/05/2024	100-575-412 Utility Service-Refuse	724
447	WASTE MANAGEMENT	65007 JUL 24	6-82641-65007	07/01/2024	438.99	07/05/2024	100-417-412 Utility Services-Refuse	724
447	WASTE MANAGEMENT	95009 JULY 2024	8-29467-95009	07/01/2024	448.45	07/05/2024	100-575-412 Utility Service-Refuse	724
Total 447:					2,792.73			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	JULY 2024	SUPPLEMENTAL INSURANCE	07/01/2024	90.35	07/05/2024	100-218100 Western Insurance Payable	724
Total 881:					90.35			
WESTERN NEVADA DEV DISTRICT								
325	WESTERN NEVADA DEV DISTRICT	564	FY24-25 WNDD Dues and Membership	07/01/2024	5,000.00	07/05/2024	100-413-581 Dues and Memberships	724
Total 325:					5,000.00			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11301436	sensus dual port mxu	06/28/2024	3,356.04	07/05/2024	510-166100 Construction In Progress	624
195	WESTERN NEVADA SUPPLY CO.	11318205	6"" sensus omni T2 gallon water meter	06/27/2024	5,830.09	07/05/2024	510-166100 Construction In Progress	624
195	WESTERN NEVADA SUPPLY CO.	11327770	PS sleeve valve drain parts	07/03/2024	88.74		510-840-430 Service-Repair and Maintenance	724
195	WESTERN NEVADA SUPPLY CO.	11327774	PS safety supplies	07/03/2024	236.83		510-840-616 Safety Supplies	724
195	WESTERN NEVADA SUPPLY CO.	11328802	Mission way main break parts	07/03/2024	1,058.41		510-810-613 Supplies-Meter Service	724
Total 195:					10,570.11			
WHITE CAP, L.P.								
8852	WHITE CAP, L.P.	50027280723	Concrete curing compound	06/28/2024	198.58	07/05/2024	100-475-600 General Supplies	624
Total 8852:					198.58			
WTR ELECTRIC, INC								
8650	WTR ELECTRIC, INC	1098A	Replacement gazebo lights	06/26/2024	2,849.18	07/05/2024	100-575-430 Service-Repair and Maintenance	624
Total 8650:					2,849.18			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	06/2024	CREDIT CARD PROCESSING FEES- SEWER	06/30/2024	2,041.89	06/30/2024	520-810-609 Credit Card Fees	624
2468	XPRESS BILL PAY LLC	06/2024	CREDIT CARD PROCESSING FEES- WATER	06/30/2024	2,041.89	06/30/2024	510-810-609 Credit Card Fees	624

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 2468:					4,083.78				
XYLEM WATER SOLUTIONS USA, INC.									
8939	XYLEM WATER SOLUTIONS USA, INC.	3556D28289	Pump wear rings	06/10/2024	965.00	07/05/2024	520-810-614	Supplies-Plant/Shop/Maint	624
8939	XYLEM WATER SOLUTIONS USA, INC.	3556D29274	Pump wear ring	06/17/2024	431.00	07/05/2024	520-810-614	Supplies-Plant/Shop/Maint	624
Total 8939:					1,396.00				
YESCO, LLC									
6806	YESCO, LLC	July24-June25	FY24-25 Yearly Maint reader Board	07/01/2024	1,140.00		225-575-320	Prof Serv-Engineering	724
Total 6806:					1,140.00				
Grand Totals:					3,162,573.26				

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
JULY 3, 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: Councilman Torres, Councilman Hanan, Councilman Lau, Councilwoman Zoberski, City Manager Ben Marchant, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, Deputy City Clerk Brenda Gosser, Administrative Specialist I Sandy Harris, City treasurer Robert Carson, Building Official Charity Birkel, Planning Director Michele Rambo, Senior Planner Shay League, Public Works Director Barry Williams, City Engineer Derek Starkey. **Absent:** Councilwoman McKay.

1.3. Public Forum

Cody Wagner, Chair of Fernley Community Foundation thanked Council and staff for the continued work on the CRRC project and made comments on the old school-house project and the grant for the early learning center.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA WITH THE REMOVAL OF 5.1, 5.2 AND 5.3.

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

Deputy City Clerk Brenda Gosser read the list of new business licenses.

2.4. Possible Action to ratify a contract with Schell Creek Construction for construction services for the In Town Park Gazebo an amount not to exceed \$28,919.00.

2.5. Possible action to authorize the execution of the water rights banking and dedication agreement with Daniel Douglass, APN 020-151-05 TCID serial number 1001-W in the amount of

4.185 acre-feet.

2.6. Possible Action to Approve the Will-Serve Request from Friendly 5 Village 2 for 52.16 ERC's for 52 Water Connections and for 52 Sewer Connections and Irrigation for Lyon County Parcel 021- 303-66 located at 0 Farm District Rd. Fernley, NV

2.7. (Possible Action) to participate in the settlement among the Settling States, the Participating Subdivisions, and Kroger in the District Court Case entitled: "State of Nevada v. McKesson Corporation, et al., Case Number A-19-796755-B," filed in the Eighth Judicial District Court, Clark County, Nevada, and to release any and all claims against all released entities and agree to the Kroger Settlement in the Net Allocation of \$158.62 to the City of Fernley and take all actions properly related thereto.

2.8. Possible action to authorize the execution of the water rights banking and dedication agreement with David Burns and Marlo Burns, APN 021-132-54 TCID serial number 1036-B in the amount of 2.925 acre feet.

2.9. (Possible Action) to approve the liquor license for The Nest.

2.10. Possible Action to approve an interlocal agreement between the City of Fernley and Nevada State Parks for the removal and transport of the Schoolhouse located at the Fernley-Lassen Train Depot/Community Response and Resource Center Property.

2.11. Possible Action to Ratify a Contract for Hansford Economic Consulting to provide a Water and Sewer Utility Rate Study Update for an amount not to exceed \$44,000.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA WITH 2.12 PULLED FOR

DISCUSSION. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, **No:** None, **Absent:** Councilwoman McKay, **Abstain:** None.

2.12. Possible Action to approve a contract for Nevada Structure Movers for the removal and relocation of the schoolhouse building located at the Fernley-Lassen Train Depot/Community Response and Resource Center property for an amount not to exceed \$25,000.

Councilman Hanan inquired about and Public Works Director Barry Williams explained the reimbursement process.

Motion: I MOVE TO APPROVE ITEM 2.12. **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, **No:** None, **Absent:** Councilwoman McKay **Abstain:** None.

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.

City Manager Ben Marchant announced that City Hall would be closed on Thursday July 4 and that Main Street would be closed for the parade; he also read the list of July events sponsored

by the Fernley Convention and Tourism Authority.

Councilman Torres reported that the Masons will be hosting the 4th of July pancake breakfast before the parade and that the Fernley Senior Citizens Advisory Committee will have a booth at the 4th of July festival and thanked Public Works Director Williams and staff for their work on moving the school-house.

Councilwoman Zoberski reported that 10U, 12U and the senior's softball All-Starts will be competing in the State competition.

Councilman Hanan wished everyone a safe holiday.

Mayor McIntyre announced that Mayor Edgington will be the Grand Marshall of the parade and commented on the 4th of July festivities to come.

4. PROCLAMATIONS BY THE MAYOR

There were none.

5. CLOSED PERSONNEL SESSION

5.1. Possible Action to enter into a Closed Personnel Session

This item was pulled from the agenda.

5.2. CLOSED SESSION Pursuant to NRS 241.030(1) to consider the character, professional competence and qualifications of Jennie Carrick, Deputy City Treasurer

This item was pulled from the agenda.

5.3. Return to Open Meeting for Discussion and Possible Action on Closed Personnel Session for Jennie Carrick, Deputy City Treasurer; Pursuant to NRS 241.030(1); including, but not limited to giving advice to staff or no action regarding Jennie Carrick, Deputy City Treasurer.

This item was pulled from the agenda.

6. PRESENTATIONS

6.1. Presentation by Kimley-Horn on the status of both the North Fernley and Southwest Fernley Area Plans.

Devon Moore and Blake Young from Kimley-Horn gave a project status update.

Councilman Torres thanked the presenters and voiced concerns over water availability.

Councilwoman Felicity inquired about commercial zoning for the north area plan and inquired as to the Port of Nevada project impact has been taken into consideration. She asked if the south area plan has considered the floodplain and related questions.

Councilman Torres stated a concern over funding sources for developers to come to Fernley.

Councilman Hanan proposed having centralized areas where residents can get anything they need without having to travel all over.

Councilwoman Zoberski stated a need to maintain the rural feel to Fernley and making sure that open spaces are incorporated into the area plans.

Mr. Moore and Mr. Blake answered questions.

6.2. Presentation by City Engineer on Quarterly Capital Project Updates

City Engineer Derek Starkey presented an update on capital projects, including slurry seal projects, Shadow Lane reconstruction, Green Valley Park, Villa Park reconstruction, water treatment plan, the community response and resource center, as well as other projects in progress.

Councilman Hanan asked if the City is using any CARES or ARPA funds for Shadow Lane. Mr. Starkey stated that all remaining CARES funding will be used in the community response and resource center.

7. STAFF REPORTS

7.1. (For Possible Action) Consideration and possible action to appeal the decision from the City Engineer denying the request to drill a new private well at 1155 Jessica Lane.

City Engineer Starkey introduced this item, he stated that based on municipal code, connection to municipal utilities is required when the connection to such is attainable. He mentioned that based on the code, an applicant can appeal the decision of staff to City Council.

Lynn Holland, resident at 1155 Jessica Lane stated that she bought the property with the intent of remaining off municipal utilities and having the monthly utility bills would cause a hardship.

Katie Gillespie, realtor and representative for applicant, asked if there are guidelines for re-drilling wells, requirements for utility connections, and other questions.

Mr. Starkey answered questions. Discussion ensued.

Senior Planner Shay League stated she would provide zoning and parcel division information to applicant later.

Councilwoman Zoberski asked about the status of the current well.

Councilman Lau inquired about costs of drilling a new well and compared it to the cost of connecting to municipal water.

Councilman Hanan inquired about water rights.

Councilwoman Zoberski asked if approving this item would cause any issues to city infrastructure.

Motion: I MOVED TO OVERTURN THE DECISION PER CODE AND ALLOW APPLICANT TO

DRILL A NEW WELL. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Tied, **Summary:** Yes 2, No 2, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Torres, **No:** Councilman Lau, Councilman Hanan, **Absent:** Councilwoman McKay, **Abstain:** None. Mayor McIntyre voted to break the tie vote on this item. **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Torres, Mayor Neal E. McIntyre. **No:** Councilman Lau, Councilman Hanan, **Absent:** Councilwoman McKay. **Motion passed.**

Break 6:44 - 6:56

7.2. Discussion and possible action to approve a contract with Farr Construction dba Resource Development Corporation in an amount not to exceed \$4,096,995.00 for construction of the New Treated Water Reservoir; and a contract with Construction Materials Engineers to provide special inspections and material testing during construction in an amount not to exceed \$38,380.00.

City Engineer Starkey presented this item. He stated that construction costs were higher than the budgeted amounts due to underground piping and the new water tank design.

Councilwoman Zoberski inquired about the design of the new water tanks. Mr. Starkey answered the question.

Motion: I MOVE TO APPROVE THE CONTRACT WITH FARR CONSTRUCTION DBA RESOURCE DEVELOPMENT CORPORATION IN AN AMOUNT NOT TO EXCEED \$4,096,995.00 FOR CONSTRUCTION OF THE NEW TREATED WATER RESERVOIR; AND A CONTRACT WITH CONSTRUCTION MATERIALS ENGINEERS TO PROVIDE SPECIAL INSPECTIONS AND MATERIALS TESTING DURING CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$38,380.00. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, **No:** None, **Absent:** Councilwoman McKay, **Abstain:** None.

7.3. For possible action to direct staff to apply for an Economic Development Agency Public Works and Economic Adjustment Assistance Programs grant for \$3.6M to fund the Early Learning Center project located at the Community Response & Resource Center site.

Deputy City Manager Lydia Altick presented this item.

Councilwoman Zoberski asked if there is a limit as to how many projects/grants can be applied for. City Manager Marchant stated that these grants are meant for economic development and that there are many opportunities to pursue these grants.

Motion: I MOVE TO DIRECT STAFF TO APPLY FOR EDA PUBLIC WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE PROGRAMS GRANT FOR \$3.6M TO FUND THE EARLY LEARNING CENTER PROJECT LOCATED AT THE COMMUNITY RESPONSE & RESOURCE CENTER CAMPUS SITE. **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, **No:** None, **Absent:** Councilwoman McKay, **Abstain:** None.

8. PUBLIC HEARINGS

8.1. A workshop to review and discuss revisions to Chapter 32.01 (General Provisions) and Chapter 32.02 (Definitions and Interpretations) of the City of Fernley Development Code.

Planning Director Michele Rambo presented chapter 32.01.

Councilman Torres asked if the process remains the same and if the code updates are mostly grammatical. Ms. Rambo answered the questions.

There was no public comment on chapter 32.01.

Councilman Hanan asked when the final will be presented to Council and if the updates can be made available to the public. Ms. Rambo stated it has been available since the updates began being proposed and that the final would be presented sometime next year.

Planning Director Rambo presented chapter 32.02 and summarized what would be presented in August for the following 2 chapters.

Councilman Torres inquired on clarification on what would be changing for the specific applications regarding the decision-making bodies.

There was no public input on chapter 32.02.

8.2. (For Possible Action) Consideration, discussion, and possible action to approve Bill #350, 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.

Planning Director Michele Rambo presented this item. She stated that certain development standards are not applicable in all instances and to all properties and that this waiver would be specific to the parts of town listed in the staff report.

Councilman Torres asked if there is any type of waiver currently.

Councilman Hanan asked how would staff address the no parking issue and what the fee would be if any.

Councilwoman Zoberski asked questions regarding landscaping and curb/gutter/sidewalk on the industrial area.

Planning Director Rambo answered the questions.

Senior Planner League expanded on reasons for the request of this waiver. There was no public input.

Motion: I MOVE TO APPROVE BILL #350, AN ORDINANCE AMENDING TITLE 32, CHAPTER 3,

SECTION 090 (MODIFICATIONS AND APPEALS) OF THE FERNLEY DEVELOPMENT CODE AS PRESENTED BY STAFF AND SUBJECT TO THE FINDINGS OUTLINED IN THE STAFF REPORT. **Action:** I move to approve Bill #350, an Ordinance amending Title 32, Chapter 3, Section 090 (Modifications a, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, **No:** None, **Absent:** Councilwoman McKay, **Abstain:** None.

8.3. (For Possible Action) Discussion and possible action regarding Bill #351 as it pertains to 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 for a special event—from seven days to thirty days—prior to the requested start date.

Senior Planner League presented this item, stating that several application processes can be combined into one, but a longer period would need to be needed to finalize the permit.

Councilman Hanan agreed that this is a needed change and gave an example of a recent event that could have benefited from having the extra time.

Councilwoman Zoberski expressed concern that the length of time needed for the permit could be an issue for some of the sports leagues because they may not receive notice that far in advance that an event will be happening.

Mayor McIntyre asked if parades and sendoffs require a temporary use permit.

Ms. League and City Attorney Aaron Mouritsen commented on exemptions that could be approved in certain instances.

Motion: I MOVE TO PASS, APPROVE, AND ADOPT BILL #351, AND THE RELATED CODE AMENDMENT ASSOCIATED WITH CA24004, AS PRESENTED BY STAFF TO ALSO INCLUDE A PROVISION FOR AN EXEMPTION WHEN WARRANTED. **Action:** Approve, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, **No:** None, **Absent:** Councilwoman McKay **Abstain:** None.

9. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

9.1. Possible action requesting a future agenda item for council to retrain on open meeting law. (Councilwoman McKay)

City Attorney Mouritsen explained that training could be set up as early as next month if that was the Council's direction.

Councilman Hanan asked how often this training needs to be done.

Councilman Torres suggested waiting until December until the new council person takes the seat.

Motion: I MOVE TO INSTRUCT THE MAYOR TO INSTRUCT STAFF TO SET UP THE OPEN

MEETING LAW TRAINING AFTER THE ELECTION. **Action:** Approved, **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, **No:** None, **Absent:** Councilwoman McKay, **Abstain:** None.

10. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilwoman Zoberski requested a workshop with CRRC and the architects to be open to the public, to cover future phases of the project.

11. PUBLIC FORUM

There was none.

12. ADJOURNMENT

Being no further business to come before it, the Fernley City Council meeting adjourned at 7:50 pm.

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

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:
Business.License status = Active
Business.Origination Date = 06/27/2024-07/10/2024

Bus Name	Name	Mail Addr1	Mail City	Mail St	Mail Zip	Business Tel	Business Description
Freemont Street, LLC	Richard and Mark Williams / Sam	122 Quintin Way	Fallon	NV	89406	775-423-4854	Commercial property rental
Lickety-Split Express Wash, LLC	Richard and Mark Williams / Sam	122 Quintin Way	Fallon	NV	89406	775-423-4854	Car Wash
Stay Happy Mobile RV Repair, LLC	Joshua & Christina Lappin	3285 US Hwy 50E	Fernley	NV	89408	775-241-3399	Mobile RV Repair Service
The Beacon	Bryan George Hernandez/Jazelle	731 Fall St	Fernley	NV	89408	775-376-0108	Non-Profit Organization
VegasValli Taqueria L.L.C.	Dessy Perez	4558 E Rochelle Ave	Las Vegas	NV	89408	702-619-0523	Mobile food vendor
Grand Totals:							5



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

230-575-730

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve the execution of the Land & Water Conservation Fund Project Grant Agreement for the In Town Park in amount of \$200,167.50.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute the Land & Water Conservation Fund Project Agreement for an amount of \$200,167.50, a grant awarded to the City of Fernley for Phase 1 of the In Town Park Project.

RECOMMENDED MOTION:

"I move to approve the execution of the Land & Water Conservation Fund Project Agreement for an amount of \$200,167.50 for phase 1 of In Town Park Project."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to execute this project agreement grant for In Town Park and only use the \$250,000 that is budgeted for FY24/25.

BACKGROUND:

PROJECT SUMMARY:

In March 2023, staff applied for a grant through Nevada State Parks under the Land and Water Conservation Fund (LWCF). LWCF supports increased public access to and protection for federal public lands and waters. This includes national parks, forests, wildlife refuges and recreation areas and provides matching grants to state governments for the acquisition and development of public parks and other outdoor recreation sites. For this particular grant, LWCF had 1 million dollars to distribute amongst Nevada. Staff applied for the grant and asked for \$200,000.

This grant requires at least a 50% cost-share, has Build America, Buy American (BABA) regulation and requires a sign stating LWCF helped contribute to the cost of this park improvement.

Nevada State Parks notified city staff in June 2024 that the City of Fernley was awarded a \$200,167.50 grant through the Land and Water Conservation Fund. This grant is accessible starting July 1st, 2024.

Funds from this grant will be applied to phase 1 of the In Town Park Project along with \$250,000 that was budgeted for this 2024/25 fiscal year.

Improvements to the In Town Park are in the design phase, and staff is working with its consultant to finalize the first phase.

Currently, Phase 1 will include:

- Beautification Along Hwy 95A
- Entrance to the park upgrade
- Reconstruct Playground Area
- Patio Area with Shade Structures
- Expansion off of the current Skate Park
- Skate park Equipment
- Add a park sign

The Gazebo and concrete pad was completed in June 2024 with funds budgeted from fiscal year 23/24.

BACKGROUND:

In May 2017 a Parks Master Plan was adopted by city council. The In Town Park is identified in this plan to include the above improvements. Since 2017, NDOT has completed parking and sidewalk improvements along HWY 95A. City of Fernley has also completed resurfacing on the basketball court, which is still in good condition.

In FY2022/2023, a budget of \$150,000 was approved for the In Town Park Improvement design.

In April 2023, a contract for design and engineering services was approved with CFA dba Bowen for the ITP for an amount of \$86,615.

A gazebo was also purchased during FY23/24 budget.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none

FINANCIAL IMPLICATIONS:

Funding for this project will be split between RCT funds and LWCF grant.

ATTACHMENTS:

1. 32-00391 Funding Agreement
2. NOA 6.11.2024



Land & Water Conservation Fund Project Agreement



NEVADA DIVISION OF
STATE PARKS

Program Name and Address: NV Division of State Parks 901 S. Stewart Street, Suite 5005 Carson City, NV 89701 Elyse Jolly emjolly@parks.nv.gov		Subrecipient's Name and Address: City of Fernley 595 Silver Lace Blvd Fernley, NV 89408-8547 Kari Weitzel kweitzel@cityoffernley.org	
Period Covered by Agreement: July 1, 2024 through September 30, 2027		Subrecipient's: • Project Number: 32-00391 • Federal Grant Share Source: LWCF - FY22 GW • EIN #: 88-0496533 • Vendor #: T27001574 • UEI #: U2H1LZF2ZEK6	
Project Name: In Town Park Improvements		Purpose of Award: Development/Renovation	
Scope of Work: The City of Fernley (subrecipient) will construct an accessible walking trail throughout the park, a walkway around the playground, install seating and a gazebo, install drought tolerant landscaping with planters, repair existing tennis courts and resurface and restripe the courts for tennis and pickleball.			
Approved Budget Categories:		Federal Share (50%):	Match (50%):
Administrative & Legal Expenses		\$0.00	\$0.00
Land, structures, right-of-way, appraisals, etc.		\$0.00	\$0.00
Relocation Expenses & Payments		\$0.00	\$0.00
Architectural & Engineering Fees		\$0.00	\$0.00
Project Inspection Fees		\$0.00	\$0.00
Site Work		\$141,290.00	\$141,290
Demolition & Removal		\$5,000.00	\$5,000.00
Construction		\$0.00	\$0.00
Equipment		\$0.00	\$0.00
Miscellaneous		\$53,877.50	\$53,877.50
Contingencies		\$0.00	\$0.00
Project (program) Income		\$0.00	\$0.00
TOTAL DIRECT COSTS		\$200,167.50	\$200,167.50
Indirect Costs		\$0.00	\$0.00
TOTAL APPROVED BUDGET		\$200,167.50	\$200,167.50
TOTAL PROJECT COST		\$400,335.00	
FEDERAL AWARD COMPUTATION: Total Obligated by this Action: Previous LWCF Funds Awarded to Date: Match Amount Required by this Action: Total Match Amount from Previous LWCF Awards: Research and Development (R&D) ☐ Y ☒ N Federal Budget Period: 07/01/2024 through 09/30/2027 Federal Project Period: 07/01/2024 through 09/30/2027		\$ \$ \$ \$	200,167.50 356,000.00 200,167.50 356,000.00
Source of Funds (%): Outdoor Recreation, Acquisition, Development and Planning	CFDA: 15.916	Federal Award ID # (FAIN): P24AP00814	
Grant Award Date by Federal Agency: Notice of Award Issue Date: 06/11/2024	Fed. Grant #: P24AP00595-00/ 32-00391	Subrecipient Approved Indirect Rate: N/A	
Terms and Conditions: In accepting these grant funds, it is understood that: 1. This award is subject to the availability of appropriate funds. 2. Expenditures must comply with any State & Federal statutory guidelines, the 2024 Nevada Land and Water Conservation Fund (LWCF) Grant Manual, & the Land and Water Conservation Fund Federal Financial Assistance Manual, and the Nevada State Administrative Manual (SAM). 3. Expenditures must be consistent with the Scope of Work (SOW), goals and objectives, & budget as approved and documented.			



Land & Water Conservation Fund Project Agreement



NEVADA DIVISION OF
STATE PARKS

4. Subrecipient must comply with all applicable Federal Regulations.
5. Quarterly Status Reports are due via WebGrants by the 10th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
6. Reimbursement claims are due via WebGrants by the 10th of each month following the end of the quarter unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section A: Grant Conditions & Assurances;
Section B: Scope of Work & Deliverables;
Section C: Budget and Financial Reporting Requirements.

Section D: Audit Information Request;
Section E: Current/Formal State Employee Disclaimer;
Section F: Matching Funds Agreement

Name	Signature	Date
Kari Weitzel Admin Specialist III City of Fernley	<i>Kari Weitzel</i>	6/27/2024
Elyse Jolly Park and Recreation Program Manager Nevada Division of State Parks		



Land & Water Conservation Fund Project Agreement



NEVADA DIVISION OF
STATE PARKS

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. This agreement and its integrated attachments constitute the entire agreement between the parties and as such are intended to be the 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 contract 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 the 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.
2. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Nevada Division of State Parks (hereafter referred to as "NDSP") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the subrecipient is an independent entity.
3. The subrecipient shall hold harmless, defend, and indemnify NDSP from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.
4. NDSP or the subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release NDSP or Subrecipient from its obligations under this Agreement.
 - NDSP may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both NDSP and Subrecipient.
5. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of NDSP. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Subrecipient under this Agreement shall, at the option of NDSP, become the property of NDSP, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - NDSP may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and NDSP may declare the Subrecipient ineligible for any further participation in NDSP's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, NDSP may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP). This includes but is not limited to:
 - a. Establishment of separate accounts and supporting documentation. Each project account should be identified by the number assigned to the project by NDSP.
 - b. Identification of all proof of payment in sufficient detail to show the dates and sources of such receipts. Receipts and invoices should be labeled whether they apply to the grant share or matching share.
 - c. Itemization of all supporting records of project expenditures in sufficient detail as determined by NDSP to show the exact nature of the expenditures.
 - d. When payment is by check, a copy of the cancelled check should be included and properly identified. All proof of payment and invoices must support all call disbursements.
 - e. Claims deemed by NDSP to be lacking sufficient supporting documentation will be returned until sufficient supporting documentation can be provided.
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.



Land & Water Conservation Fund Project Agreement



NEVADA DIVISION OF
STATE PARKS

3. If any buried and/or previously unidentified resources are located during the project activities, the Nevada State Historic Preservation Office (SHPO) recommends that all work in the vicinity of the find cease and SHPO be contacted for additional consultation per 36 C.F.R. §800.13(b)(3) or Nevada Revised Statute (NRS) 383.150-383.190.
4. The participant hereby promises, in consideration of the promises made by the State of Nevada herein, to execute the project described above in accordance with the terms of this agreement and as described in the 2024 Nevada LWCF Grant Manual.
5. These grant funds will not be used to supplant existing financial support for current programs.
6. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant application and agreement.
7. The subrecipient agrees to submit quarterly progress reports (status reports) and reimbursement requests (claims) via NDSP's [WebGrants portal](#). Claims may be submitted at any time via WebGrants during the active period of the award and must include proportionate match amounts and sufficient supporting documentation.
8. The subrecipient shall keep detailed records related to this project. Reimbursement requests shall include complete supporting documentation of expended and matching funds in accordance with the 2024 Nevada LWCF Grant Manual and Generally Accepted Accounting Principles (GAAP).
9. Land owned by the subrecipient, or in the case of a grantee or governmental entity, which is acquired with Land and Water Conservation Fund (LWCF) funds, shall have a deed restriction upon said property as an outdoor recreational site open and to ensure their availability for public use in perpetuity as required in the 2024 Nevada LWCF Grant Manual and the LWCF Federal Financial Assistance Manual.
10. The grantee must have and prove sufficient control and tenure of the project site that a conversion of use will not occur without appropriate mitigation to the satisfaction of NDSP and the National Park Service (NPS).
11. If the subrecipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the subrecipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR§200.305(5)). As allowed under 2 CFR §200.307 and the LWCF Federal Financial Assistance Manual, program income may be added to the Federal award by agreement of the NPS and the subrecipient. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.
12. The State of Nevada hereby promises, in consideration of the promises made by the project sponsor herein, to take the necessary steps and action and to attempt to enter into an agreement with the National Park Service to obtain Federal Money for that portion of the project of the project referred to as Federal Assistance, to accept such funds from the United States and to tender to the project sponsor that portion of the obligation which is required as the Federal Grant.
13. The project sponsor hereby promises, in consideration of the promises made by the State of Nevada herein, to execute the project described above in accordance with the terms of this agreement and as described in the Nevada Land and Water Conservation Fund Grants Manual.
14. Compliance with all activities pursuant to this agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, sexual orientation, age, disability, or handicap condition (including AIDS and AIDS-related conditions).
15. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
16. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related, but not limited to:
 - a. Uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities as established in 2 CFR, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety.
 - b. Federal requirements for the determination of allowable and unallowable direct and indirect costs as established in 2 CFR, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E.
 - c. Audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular as established in 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F. To acknowledge this requirement, Section E of this notice of subaward must be completed.
17. Compliance with the Clean Air Act (42 United States Code [U.S.C.] 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the



Land & Water Conservation Fund Project Agreement



NEVADA DIVISION OF
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non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

18. Certification that neither the subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211); 2 CFR 180 & 1400.
19. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply; 43 CFR 18.
20. Pursuant to 31 U.S.C. §1341 nothing contained in this agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
21. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
22. No part of this agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
23. Pursuant to 41 U.S.C. §22, no member of Congress shall be admitted to any share or part of any contract or agreement made, entered, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
24. The subrecipient is not an agent or representative of the United States, the Department of the Interior, NPS, or NDSP, nor will the subrecipient represent itself as such to third parties. NPS employees are not agents of the subrecipient and will not act on behalf of the subrecipient. This agreement is not intended to and shall not be construed to create an employment relationship between the NPS and the subrecipient or its representatives. No representative of the subrecipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
25. This agreement creates enforceable obligations between only NDSP and the subrecipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right or enforcement by or any duties or obligation in favor of persons or entities not a party to this agreement.
26. The subrecipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.
27. This agreement in no way restricts the subrecipient or NDSP from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
28. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this agreement shall survive and be enforceable after the expiration or termination of this agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this agreement shall survive expiration or termination of this agreement.
29. If any provision of this agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
30. The captions, headings, article numbers and paragraph numbers appearing in this agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this agreement nor in any way affecting this agreement.
31. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
32. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed as required by 41 U.S.C. § 8103; 2 CFR Part 182 & 1401.
33. NDSP is required to terminate this award, without penalty, if the recipient, subrecipient, or any subcontractor engages in severe forms of trafficking in persons during the period of time that the award is in effect; procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award as required by the *Trafficking Victims Protection Act of 2000* 2 CFR Part 175.
34. Participants agree to comply with *FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions*.



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35. Participants agree to establish a unique entity identifier (UEI) for Federal financial assistance as well as register with the System for Award Management (SAM) as defined in 2 *CFR Part 25*.
36. Participants agree to comply with Federal awarding guidance to establish requirements for recipient's reporting of information on subawards and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 as defined in 2 *CFR Part 170*.
37. The Subrecipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
38. As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
 - a. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - b. all manufactured products used in the project are produced in the United States --this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - c. all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

39. Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.
40. All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 *CFR Part 200.333--200.337*.
41. The recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales, brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which state or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products or considers the recipient's work product to be superior to other products or services.
 - a. All information submitted for publication or other public releases of information regarding this product shall carry the following disclaimer:
 - b. The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
 - c. Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
 - d. Recipient further agrees to include this provision in a subaward to a subrecipient, expect for a subaward to a state government, a local government, or to a Federally recognized Indian tribal government.
42. Compliance with 54 U.S.C § 200305:
 - a. The State of Nevada, represented by the State Liaison Officer (SLO) and the Subrecipient named above mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, (Public Law 88-578, Section 5 Financial Assistance to States; currently codified at 54 U.S.C. §200305 et. seq.), its implementing regulations at 36 C.F.R. 59, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto and hereby a part hereof. The SLO accepts and agrees to comply with the applicable terms and conditions set forth in title 54, U.S.C § 200305., the regulations issued pursuant thereto, the policies



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and procedures promulgated by the National Park Service relative to the designated project covered by the agreement, and all other applicable Federal laws and regulations.

- b. It is understood by the parties hereto that this agreement shall not obligate State funds for the project cost described herein except those costs necessary for administration of the project.
- c. In the event construction has not commenced on this project within ten and one half (10½) months from the date of official notification of funding from the Division of State Parks (Notice to Proceed), this agreement is null and void. In the event an acquisition does not take place within nine (9) months from the date of official notification of funding from the Division of State Parks (Notice to Proceed), this agreement is null and void.
- d. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of Nevada, acting by and through the Department of Conservation and Natural Resources (DCNR), Division of State Parks, or its successor, provided that such approval shall not be unreasonable withheld as long as the purposes for which the grant was awarded are maintained.
- e. Federal funds obligated for this project must not exceed the amount agreed to on the project agreement, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the execution of a formal project agreement with the National Park Service.
- f. Land acquired or developed with LWCF funds shall have a deed restriction upon said property as an outdoor recreational site open, accessible, and maintained for the use and benefit of the general public in perpetuity. A lease must not be revocable at will and must contain a clause which enables the grantee to dedicate the land by deeded easement. All deed dedications must be recorded in the public property records by the grantee, or in the case of leased property, by the landowner. A certified copy must be submitted to NDSP for inclusion in the permanent grant file and to receive reimbursement.

43. An organization receiving grant funds through the Nevada Division of State Parks shall not use grant funds for any activity related to the following:

- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
- Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
- Any attempt to influence:
 - a. The introduction or formulation of federal, state or local legislation; or
 - b. The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
- Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
- Any attempt to influence:
 - a. The introduction or formulation of federal, state or local legislation;
 - b. The enactment or modification of any pending federal, state or local legislation; or
 - c. The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.



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44. An organization receiving grant funds through the Nevada Division of State Parks may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - a. Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - b. Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - c. Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

45. To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide NDSP with copies of all contracts, sub-grants, and or amendments to such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.



Land & Water Conservation Fund Project Agreement



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SECTION B

Description of Services, Scope of Work and Deliverables

The City of Fernley will put the project work out for bid and will construct walkways, install seating and gazebo, install landscaping, and repair and rehabilitate the tennis courts at In Town Park in Fernley, NV.

The City of Fernley, hereinafter referred to as Subrecipient, agrees to provide the following according to the identified timeframes of July 1, 2024 through September 30, 2027

Scope of Work for Subrecipient

Goal 1: This project will fund the construction of an accessible walking trail throughout the park, construction of a walkway around playground, installation of seating and gazebo, installation of drought tolerant landscaping with planters, repair existing tennis courts and resurface and re-stripe the courts for tennis and pickleball players.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.



Land & Water Conservation Fund Project Agreement



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SECTION C

Budget and Financial Reporting Requirements

Subrecipient agrees to adhere to the following budget per the submitted LWCF application:

Nevada Division of State Parks Fernley In Town Park Improvements 32-00391				
BUDGET CATEGORY	Quantity	Unit Type	Unit Cost	Line Item Total Cost
DEMOLITION AND REMOVAL				
Demolition	1	LS	\$ 10,000.00	\$10,000.00
SITE WORK				
Concrete Slabs- Existing Playground	740	SF	\$17.00	\$12,580.00
PCC Walking Path	5000	SF	\$17.00	\$85,000.00
Concrete Entrance Way & Gazebo	10000	SF	\$17.00	\$170,000.00
Contractor Mobilization & Demolition	1	LS	\$15,000.00	\$15,000.00
MISCELLANEOUS				
Tennis Court Crack Repair	515	SF	\$7.00	\$3605.00
Tennis Court Resurfacing	12200	SQ	\$.75	\$9150.00
Landscaping Installation	1	LS	\$35,000.00	\$35,000.00
Gazebo Installation	1	LS	\$60,000.00	\$60,000.00
SUBTOTAL PROJECT COSTS			\$	400,335.00
TOTAL CONSTRUCTION COSTS			\$	400,335.00
PROJECT INSPECTION FEES			\$	10,000.00
SITE WORK			\$	282,580.00
CONSTRUCTION			\$	107,755.00
TOTAL PROJECT COST			\$	400,335.00
LWCF REQUEST (50%)			\$	200,167.50

Source of Funding	Match
City of Fernley	\$ 200,167.50



Land & Water Conservation Fund Project Agreement



The below table illustrates how the project budget was re-categorized for the purposes of completing federal standard form SF 424 C per LWCF programmatic and fiscal requirements for construction related to development/renovation. These categories have been utilized for the budget information on the award agreement cover page and in Section F.

SF 424 C Budget Categories	
Demolition and Removal	\$10,000.00
Site Work	\$282,580.00
Miscellaneous	\$107,755.00
Subtotal	\$400,335.00
Total Project Costs	\$400,335.00



Land & Water Conservation Fund Project Agreement



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- The Nevada Division of State Park's policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- All equipment purchased with these funds belongs to the federal program from which this funding was appropriated, and appropriate tracking must be maintained. The subrecipient agrees to continue tracking/reporting on this purchased equipment and all equipment must be in accordance with the Buy America requirements where purchases of iron, steel and other manufactured products permanently incorporated into infrastructure projects. Further, these projects must be undertaken by U.S. states and municipalities with funds issued by certain U.S. federal departments and agencies. Per Title 2 CFR §200.313, tracking requirements include:
 - Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition date including the date of disposal and sale price of the property.
 - A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
 - A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - Adequate maintenance procedures must be developed to keep the property in good condition.
 - If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- **Disposition.** When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:
 - Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.
 - Except as provided in § 200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
 - The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
 - In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
- "The Subrecipient shall, when federal funding requires a specific match, have the means necessary to identify that the match has been accomplished at the end of the grant year. This shall also be identified in the scope of work as a requirement and a deliverable, including a report of accomplishment at the end of each quarter to document that the match goal was achieved. These reports shall be held on file in the program for audit purposes and shall be furnished as documentation for match reporting 90 days after the end of the grant period."

The Subrecipient agrees:

- To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.
- Total reimbursement through this subaward will not exceed **\$200,167.50**.
- Requests for Reimbursement will be accompanied by supporting documentation, including a line-item description of expenses incurred.
- **Additional expenditure detail will be provided upon request from NDSP Staff.**

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to NDSP within 30 days of the **CLOSE OF THE SUBAWARD PERIOD**. Any un-obligated funds shall be returned to NDSP at that time, or if not already requested, shall be deducted from the final award.
- Any work performed prior to the NOTICE TO PROCEED (NTP) is given or after the BUDGET PERIOD ends will not be reimbursed. Any exceptions will have to be reviewed and approved by NDSP grants staff prior to the project begins.



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If a Request for Reimbursement (RFR) is received after the 45-day closing period, NDSP may not be able to provide reimbursement.

- If a credit is owed to NDSP after the 45-day closing period, the funds **must** be returned to NDSP within 30 days of identification.

The Nevada Division of State Parks agrees:

- To provide technical assistance, upon request from the Subrecipient.
- To provide prior approval of reports or documents to be developed.
- To reserve the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by NDSP.

Both parties agree:

- To routine site/project monitoring at the request of NDSP and to a final project inspection as part of completing the award and requesting final reimbursement.
- All reports of expenditures and requests for reimbursement processed by NDSP are **SUBJECT TO AUDIT**.
- This subaward agreement may be **TERMINATED** by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason NDSP, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements:

- A Request for Reimbursement is due on a **quarterly** basis, based on the terms of the subaward agreement, no later than the 10th of the month following the end of the quarter (April 10th, July 10th, October 10th, and January 10th).
- Reimbursement may be requested more frequently than quarterly if agreed upon by both parties.
- Reimbursement is based on **actual** expenditures incurred during **the period being reported**.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.



Recreational Trails Program Project Agreement



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SECTION D

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total cumulative federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year?

☐ YES ☒ NO

3. When does your organization's fiscal year end?

4. What is the official name of your organization?

5. How often is your organization audited?

6. When was your last audit performed?

7. What time-period did your last audit cover?

8. Which accounting firm conducted your last audit?

Compliance with this section is acknowledged by signing the subaward cover page of this packet.



Recreational Trails Program Project Agreement



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SECTION E

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

- YES ☐ If "YES", list the names of any current or former employees of the State and the services that each person will perform.
- NO ☒ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name

Services

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.



Land & Water Conservation Fund Project Agreement



NEVADA DIVISION OF
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SECTION F

Matching Funds Agreement

This Matching Funds Agreement is entered into between the Nevada Division of State Parks (referred to as "NDSP") and the Town of Pahrump (referred to as "Subrecipient").

Program Name	Land and Water Conservation Fund (LWCF)	Subrecipient Name	City of Fernley
Federal Grant Number	P24AP00595-00/32-00391	Subaward Number	LWCF #32-00391
Federal Amount	\$200,167.50	Contact Name	Kari Weitzel
Non-Federal (Match) Amount	\$200,167.50	Address	595 Silver Lace Blvd Fernley, NV 89408-8547\
Total Award	\$400,335.00		
Performance Period	07/01/2024 through 09/30/2027		

Under the terms and conditions of this Agreement, the Subrecipient agrees to complete the Project as described in the Description of Services, Scope of Work and Deliverables. Non-Federal (Match) funding is required to be documented and submitted with the Monthly Financial Status and Request for Funds Request and will be verified during subrecipient monitoring.

FINANCIAL SUMMARY FOR MATCHING FUNDS

Total Amount Awarded	\$200,167.50
Required Match Percentage	50%
Total Required Match	\$200,167.50

Approved Budget Category		Grant Funds	Match Funds
1	Administrative & Legal Expenses	\$0	\$0
2	Land, structures, rights-of-way, appraisals, etc.	\$0	\$0
3	Relocation expenses & payments	\$0	\$0
4	Architectural & engineering fees	\$0	\$0
5	Other architectural & engineering fees	\$0	\$0
6	Project inspection fees	\$0	\$0
7	Site work	\$141,290.00	\$141,290.00
8	Demolition & removal	\$5,000.00	\$5,000.00
9	Construction	\$	
10	Equipment	\$0	\$0
11	Contingencies	\$0	\$0
12	Project (program) income	\$0	\$0
13	Miscellaneous	\$53,877.50	\$53,877.50
	Total	\$200,167.50	\$200,167.50

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 06/11/2024
GRANT NO. P24AP00595-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
07/01/2024	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Final	01/28/2028

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
07/01/2024	09/30/2024	Annual	12/29/2024
10/01/2024	09/30/2025	Annual	12/29/2025
10/01/2025	09/30/2026	Annual	12/29/2026
10/01/2026	09/30/2027	Final	01/28/2028

AWARD ATTACHMENTS

PARKS DIVISION

P24AP00595-00

1. Grant Agreement
2. LWCF General Provisions
3. Budget Narrative

Grant Agreement
Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
NEVADA DIVISION OF STATE PARKS

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I. LEGAL AUTHORITY

National Park Service (NPS) enters into this Agreement pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (P.L. 88-578; currently codified at 54 U.S.C. § 200301 et seq.)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goals – LWCF financial assistance is provided to assure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public. This project will improve public outdoor recreation opportunity for residents by renovating and enhancing In Town Park in Fernley, Nevada. Residents and visitors to Fernley will greatly benefit from these improvements to the most popular park in the city.
- B. Project Objectives – Construct walkways, install seating and gazebo, install landscaping, repair/rehab courts.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

This project will fund the construction of an accessible walking trail throughout the park, construction of a walkway around playground, installation of seating and gazebo, installation of drought tolerant landscaping with planters, repair existing tennis courts and resurface and re-stripe the courts for tennis and pickleball players.

The Recipient and Subrecipient shall adhere to the approved statement of work as set forth here and in Attachment F of this agreement.

V. RESPONSIBILITIES OF THE PARTIES

- A. The Recipient agrees to:
 - 1. Administer the grant to the Subrecipient, who shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient and

Subrecipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Renovate and enhance In Town Park.
 3. Ensure Subrecipient compliance with the requirements of 2 CFR 200. The Recipient must identify the selected subrecipient and provide the associated project and budget narratives to the NPS for review prior to making the subaward.
 4. Ensure the Subrecipient selects qualified subcontractors and submits documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR 200.318 – 200.327.
 5. Conduct inspections of the project site in accordance with the State's inspection agreement and Attachment A, Part III.B.
 6. Verify the Subrecipient's actual project expenses and match contributions before submitting requests for reimbursement to the NPS.
 7. Collect and submit annual and final performance and financial reports in accordance with Article IX.
 8. Ensure documentation memorializing the LWCF assistance is recorded with the property deed(s) in accordance with Attachment A, Part II.F and that a sign has been installed at the park, by the time of grant closing.
- B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, technical assistance at the request of the recipient.

VI. COST-SHARE REQUIREMENT

At least 50% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to the Federal cost share percentage identified in this agreement.

VII. PRE-AWARD INCURRENCE OF COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$200,167.50 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
- B. Recipient shall request payment as applicable in accordance with the following:
1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of

contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

- C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.
- D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

- A. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the Grant Solutions “Manage Reports” functionality.
- B. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.
- D. Refer to the LWCF Manual Chapter 7.G.3 for the documentation required to close out an LWCF grant. In addition, the SF-429 Cover Sheet and Attachment A is a required deliverable for acquisition and combination grants.

X. AWARD SPECIFIC TERMS AND CONDITIONS

NOT APPLICABLE

XI. STANDARD TERMS AND CONDITIONS**1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402**

Recipients must adhere the DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)
- [eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

**2. APPROVED INDIRECT RATE
NOT APPLICABLE****3. RESERVED****4. KEY OFFICIALS**

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

NOT APPLICABLE

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is noncompliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

- i. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described in paragraph B.iii. (a), (b), or (c) of this award term and condition.
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

NOT APPLICABLE

10. PATENTS AND INVENTIONS (37 CFR 401)

NOT APPLICABLE

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. §794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images

Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text

sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. LOBBYING PROHIBITION

18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting

additional cash payments (2 CFR§200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

24. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of

an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

25. BUILD AMERICA, BUY AMERICA

(a) Standard Buy America Preference Award Term

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States -this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and,
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement reference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to

public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#); recipients requesting a waiver will be notified of their waiver request determination by an Financial Assistance Awarding Officer.

Questions pertaining to waivers should be directed to the Financial Assistance Awarding Officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- Drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Buy America Preference Alternate Small Award Term

The followings terms apply for financial assistance agreements for infrastructure that do not currently and are not anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

This award currently qualifies for the existing DOI general applicability small grant waiver as described at: www.doi.gov/grants/BuyAmerica/Generalapplicabilitywaivers on the basis that the total award amount does not exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. While this waiver permits the use of non-domestic materials for DOI financial assistance awards that do not exceed the SAT, recipients shall still maximize the use of domestic materials to the maximum extent possible. In the event the total award amount is increased to an amount above the SAT, recipients under this award are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United State—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55

percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica/. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

In the event the total amount of this award increases to an amount that exceeds the SAT, recipients shall notify their financial assistance awarding officer of any non-domestic iron, steel, manufactured products, or construction materials already incorporated into the project as early as possible. Recipients may then apply for a DOI waiver, subject to review and approval by DOI and the Made in America Office, for non-compliant materials if it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials used are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Instructions for requesting a waiver can be found on www.doi.gov/grants/buyamerica. Recipients requesting a waiver will be notified of their waiver request determination by an awarding officer. Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Recipients shall consult [OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), for additional information, inclusive of definitions for Construction Materials, Domestic Content Procurement Preference, and Infrastructure.

The DOI Small Grant General Applicability waiver expires on February 20, 2028. For awards that extend beyond the expiration date of the waiver, recipients shall ensure all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless an approved waiver is obtained.

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

Recipients must submit a digital copy of all GIS data produced or collected as part of the award funds to the bureau or office via email or data transfer. All GIS data files shall be in open format. All delineated GIS data (points, lines or polygons) should be established in compliance with the approved open data standards with complete feature level metadata.

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

XII ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement by reference:

Attachment A. LWCF General Provisions

Attachment B. LWCF Federal Financial Assistance Manual (v. 72, October 1, 2023)

Attachment C. SF-424 – Application for Federal Assistance

Attachment D. SF-424C – Budget Information for Construction Programs

Attachment E. SF-424D – Assurances for Construction Programs

Attachment F. Project Application and Attachments

Attachment G. 36 CFR Part 59

ATTACHMENT A LWCF GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.
- D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.
- F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 72 (October 21, 2023).
- G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

- A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.
- B. The State agrees that the property described in the grant agreement and depicted on the signed and dated project boundary map made part of that agreement is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended

under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the grant agreement.
- E. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (36 C.F.R Part 59).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

- 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
- 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
- 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause physical work on the project to start within one year after receipt of notification that funds have been approved and assure that the project is being implemented to completion with reasonable diligence.
3. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.
5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.
6. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).
7. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.
8. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and others on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4)

resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

9. The State will assist the NPS in its compliance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq) and the CEQ regulations (40 C.F.R. §1500-1508), by adhering to procedural requirements while considering the consequences of this project on the human environment. This Act requires Federal agencies to take into account the reasonably foreseeable environmental consequences of all grant-supported activities. Grantees are required to provide the NPS with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the NPS. The applicant must submit an Application & Revision Form in order to assist the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected. If a Categorical Exclusion (CE) is the appropriate NEPA pathway, the NPS will confirm which CE, according to NPS Director's Order 12, applies.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the NPS.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement with the NPS.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the NPS under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole or in part at any time before the date of completion when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the NPS be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the grant agreement has been completed by the end of the project's period of performance.
2. Within 120 calendar days after completing the project or the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation for closeout as outlined in the Manual, and the Federal Financial Report (SF-425) as outlined in Article IX of the Agreement, for approval by the NPS prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable payment of reimbursable costs. The State will submit a completed "LWCF Record of Electronic Payment" form to the NPS within 24 hours (before or after) of initiating the request for payment in ASAP.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

**Nevada Division of State Parks
In Town Park Improvements**

BUDGET CATEGORY	Quantity	Unit Type	Unit Cost	Line Item Total Cost
DEMOLITION AND REMOVAL				
Demolition	1	LS	\$ 10,000.00	\$ 10,000.00
SITE WORK				
Concrete Slabs - Existing Playground	740	SF	\$ 17.00	\$ 12,580.00
PCC Walking Path	5000	SF	\$ 17.00	\$ 85,000.00
Concrete Entrance Way & Gazebo	10000	SF	\$ 17.00	\$ 170,000.00
Contractor Mobilization & Demolition	1	LS	\$ 15,000.00	\$ 15,000.00
MISCELLANEOUS				
Tennis Court Crack Repari	515	LF	\$ 7.00	\$ 3,605.00
Tennis Court Resurfacing	12200	SQ	\$ 0.75	\$ 9,150.00
Landscaping Installation	1	LS	\$ 35,000.00	\$ 35,000.00
Gazebo Installation	1	LS	\$ 60,000.00	\$ 60,000.00
SUBTOTAL PROJECT COSTS				\$ 400,335.00
TOTAL CONSTRUCTION COSTS				\$ 400,335.00
PROJECT INSPECTION FEES				\$ 10,000.00
SITE WORK				\$ 282,580.00
CONSTRUCTION				\$ 107,755.00
TOTAL PROJECT COST				\$ 400,335.00
LWCF REQUEST (50%)				\$ 200,167.50

Source of Funding	Match
CITY OF FERNLEY	\$ 200,167.50

SF 424 C Budget Categories

Demolition and Removal	\$	10,000.00
Site Work	\$	282,580.00
Miscellaneous	\$	107,755.00
Subtotal	\$	400,335.00
Total Project Costs	\$	400,335.00

100% Design Plans	Summer-Fall 2023
Pre-Construction Work	Spring 2024
Phase 1 Construction	Spring 2024-Spring 2025
Phase 2 Construction	Summer-Fall 2025



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 17, 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:

100-417-420

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a Contract for Dennis Banks Construction for the construction of two additional office spaces at City Hall for an amount not to exceed \$32,305.

AGENDA ITEM BRIEF:

This is a contract to construct two additional office spaces using an existing room within the City Hall facility.

RECOMMENDED MOTION:

I move to approve a Contract for Dennis Banks Construction for the construction of two additional office spaces at City Hall for an amount not to exceed \$32,305.

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council could choose to deny the award of this contract and provide staff with further direction.

BACKGROUND:

Council approved the addition of two additional staff members during the 24/25 budget process. Once hired, those employees will be housed within city hall and additional office space will be needed to accommodate their

daily work. Staff has identified an under utilized room within the building that can accommodate the two additional employees, but this will require the addition of a wall for separation, relocating electrical and lighting components, as well as the adjustment of fire suppression devices.

Staff solicited two proposals for the renovations, and recommended the contract be awarded to Dennis Banks Construction, who has demonstrated experience with these types of renovations.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

To be paid from the Facilities operating budget, Fund account 100-417-420, Contract Services.

ATTACHMENTS:

1. City Of Fernley Office expansion project proposal



NV License #20781A

City of Fernley Public Works Office Expansion

Project Cost Proposal

Project Site:

City of Fernley, Nevada

Project Description:

The City of Fernley has requested improvements to their office space. Two configuration options have been revised based on the city's needs.

Option 1: Four Office Configuration

Total Cost: \$51,007.00

Scope of Work:

Doors: Reconfiguration of existing doors to enhance space utilization. Addition of two new doors in the existing hallway.

Walls: Installation of a new metal stud-framed wall, finished with gypsum board, textured and painted to match the existing office walls. Walls will receive rubber base matching existing.

Electrical: Installation of new electrical outlets and independent light switch controls for each office.

Data Communication: Installation of cat 6 cable to each office space 6 data ports each, termination by the city's IT department.

HVAC: Modification of the existing HVAC system to extend supply and return ducting to each office with manual dampers for airflow balance.

Fire Safety: Adjustment of the fire sprinkler system to install new heads and relocate existing ones according to safety regulations.





NV License #20781A

Option 2: Two Office Configuration

Revised Total Cost: \$32,305.00

Scope of Work:

Doors and Walls: Construction similar to the four-office plan but limited to creating two office spaces, with an option to keep existing door swings.

Electrical and Data: Adjustment of existing lighting and installation of communication as per the four-office configuration.

HVAC: Same modifications for 2 office spaces as per the four-office configuration.

Deductive Alternative for Option 2:

Not Swapping the Existing Door Swings

Deduction Cost: **-\$3,200.00**

Adjusted Total for Option 2 (with Deductive Alternative): **\$29,105.00**

Approval and Feedback:

This proposal is submitted for the review and feedback of the City of Fernley. We are eager to ensure that the project aligns perfectly with the city's operational needs and budgetary considerations.



775-827-0545



835 Maestro Dr. Reno, NV 89511



www.dbcreno.com



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-475-745

510-166-100

520-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a contract with Lumos and Associates for Construction Management and Materials Testing for Shadow Lane Reconstruction Project for an amount not to exceed \$572,905.00

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract with Lumos and Associates for construction and inspection services for Shadow Lane Reconstruction Project for the amount not to exceed \$572,905

RECOMMENDED MOTION:

"I move to approve a contract with Lumos and Associates for construction and inspection services for Shadow Lane Reconstruction Project for an amount not to exceed \$572,905."

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:

1. City Council may award the proposed contract for construction management and materials testing.
2. City Council may reject the proposed contract for construction management and material testing for Shadow

Lane Reconstruction project and provide additional direction.

BACKGROUND:

Project Summary:

Shadow Lane is a critical East-West Collector for the City and is used for both residential and commercial access. Shadow LN West, between US-50A/95A and SR 828 (Farm District Road), is currently in a state of disrepair with a Pavement Condition Index (PCI) ranging between 0 to 50. These PCI rankings indicate pavement maintenance is no longer appropriate for these sections of roadway and that reconstruction is required.

The road also has areas of missing curb gutter and sidewalk and drainage issues that will need to be addressed to prevent future deterioration of the roadway. Sanitary sewer and water infrastructure will be evaluated for replacement and/or upsizing within the project area.

Shadow Lane has 90% plans with 100% plans to be delivered this month and permits with NDEP and NDOT that are currently being reviewed. Bidding is tentatively scheduled for Aug/Sept 2024.

Once Shadow Lane is awarded for construction, Lumos will provide construction and material inspection support. This proposal scope includes over 260,000 sq. ft of roadway reconstruction along with pedestrian ramps, curb, gutter, sidewalk, and striping. Utility improvements include 1,900 feet of 8" waterline, 1,000 feet of storm drain piping, 1,500 feet of sewer, and manhole replacements and rehabilitations. Their contract will extend up to the completion of this project.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none

FINANCIAL IMPLICATIONS:

Project appropriations are included in the approved FY24/25 budget for Shadow Lane Reconstruction Project as a Capital Improvement Plan.

Task 1	Construction Administration	\$64,825
Task 2	Construction Staking	\$96,400
Task 3A	Construction Services – Water	\$66,240
Task 3B	Construction Services – Sewer	\$55,200
Task 3C	Construction Services – Storm Drain	\$55,200
Task 3D	Construction Services – Surface	\$154,560
Task 3E	Construction Services- Material Testing	\$60,480
Task 4	On-Call Services (Optional)	\$20,000
Total:		\$572,905

ATTACHMENTS:

1. 2024.07.17 Contract Lumos (Shadow Lane Construction Management)

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 17th day of July, 2024, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Lumos & Associates, a Engineering Firm, whose address is 950 Sandhill Road, Suite 100, Reno, NV 89521 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A:** Scope of Work. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
2. **Attachment B:** N/A
3. **Attachment C:** N/A.
4. **Attachment D:** N/A

b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in

CONTRACT

A Contract For Design Professional Services

performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

- c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.
- d. **Optional Services.** The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year
- e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment A. Contractor may submit a written request to the City's Project Manager to

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reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Task 1	Construction Administration	\$64,825
Task 2	Construction Staking	\$96,400
Task 3A	Construction Services – Water	\$66,240
Task 3B	Construction Services – Sewer	\$55,200
Task 3C	Construction Services – Storm Drain	\$55,200
Task 3D	Construction Services – Surface	\$154,560
Task 3E	Construction Services- Material Testing	\$60,480
Task 4	On-Call Services (Optional)	\$20,000
Total:		\$572,905

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

If to the City:

City of Fernley
Engineering Department
595 Silverlace Blvd.
Fernley, NV 89408

If to Contractor: Contractor
Address
City State

4. **INSPECTION & AUDIT:**

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

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

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

5. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support

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A Contract For Design Professional Services

the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
- i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:

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- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).
6. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
7. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly

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perform in accordance with the terms of this Contract after the intervening cause ceases.

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

- a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.
- b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.
- c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

11. INDEPENDENT CONTRACTOR: Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships

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of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

COF

CTR

- a. **Workers' Compensation and Employer's Liability Insurance.** Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer: Lumos & Associates has entered into a contract with Owner to perform work from THE 17th DAY OF July, 2024 to THE 30th DAY OF June, 2025 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage

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or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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



- b. **Professional Liability Insurance.** Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.

- i. Retroactive date: Prior to commencement of the performance of this Contract
- ii. Discovery period: Three (3) years after the termination date of this Contract.

c. General Requirements.

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor

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

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

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policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

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

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

14. 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.

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

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

17. PROPRIETARY INFORMATION: Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any

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other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

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

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- 20. LOBBYING:** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 21. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.
- 22. PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 23. GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
- 24. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in

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A Contract For Design Professional Services

connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

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

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

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

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

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

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

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Manager, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

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

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address: 3

City: C State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)
County of _____) ss

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

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ATTACHMENT A



Reno
950 Sandhill Road, Suite 100
Reno, Nevada 89521
775.827.6111

June 26, 2024

Kari Weitzel, Project Manager
City of Fernley – Engineering Department
595 Silver Lace Boulevard
Fernley, Nevada 89408

**Subject: Proposal for Construction Services for the City of Fernley
Shadow Lane Reconstruction Project**

Dear Kari:

Lumos & Associates, Inc. is pleased to provide you with this proposal for construction services for the Shadow Lane Reconstruction Project.

Project Understanding

The proposed project will include over 260,000 square feet of roadway reconstruction along with pedestrian ramps, curb, gutter, sidewalk, and striping. Utility improvements include 1,900 feet of 8-inch waterline, 1,000 feet of storm drain piping, 1,500 feet of sewer, and manhole replacements and rehabilitations.

The anticipated schedule is to bid the project in the late summer/early fall timeframe to allow construction to commence in Fall of 2024.

We propose the following tasks to assist you with your project:

Project Scope

Task 1 – Construction Administration

Provide construction administration as follows:

Construction Administration

- Attend, prepare agenda(s), and conduct the preconstruction conference and progress meetings throughout the project duration
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide review of contractor's weekly certified payroll reports

- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Provide recommendations to the City of Fernley for any necessary construction changes due to field conditions
- Assist in change order review and approval
- Provide final test results, project photos and videos, and field reports in electronic format (.pdf)
- Provide “as-built” record drawings in electronic format (AutoCAD and .pdf)

Task 2 – Construction Staking

Provide construction staking services as follows:

Control Verification Survey

- Conduct an initial survey to locate and densify existing control referencing the project basis of bearings and benchmark as shown on the project plans

Rough Grade

- Provide 1 set of stakes for saw cuts and removal areas as requested by contractor

Utilities

- Provide 1 set of stakes at an offset requested by the contractor to following proposed utility improvements:
 - Water Lines – set at ends, angle points, fire hydrants, and valves
 - Storm Drain - 50’ line stakes with actuals, 5’ offset manholes with cut to invert
 - Sanitary Sewer – 2 offset stakes to each manhole and cleanout with cuts marked to invert elevations per the plan and profile sheets

Final Grade Staking

- Provide 1 set of offset stakes to edge of pavement or concrete on 50' intervals in tangents and 25' intervals in curves including all horizontal and vertical points of curvature, points of tangent and angle points, and at centerline of driveways. Cuts or fills will be marked on all stakes to the finished surface grade as shown on the plan and profile sheets. Lumos will provide the locations and reference points for replacement of centerline monumentation removed during construction.

A total of twelve (12) field visits to the site for the proposed tasks are budgeted for this proposal.

Task 3 – Construction Services

Provide construction inspection and materials testing services as follows:

Inspection –Water Improvements

The following staffing shall be provided during construction of water improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full-time inspector, twelve (12) hour workdays for 30 shifts. We anticipate a total of 360 inspection hours.

Inspection –Sewer Improvements

The following staffing shall be provided during construction of sewer improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full-time inspector, twelve (12) hour workdays for 25 shifts. We anticipate a total of 300 inspection hours.

Inspection –Storm Drain Improvements

The following staffing shall be provided during construction of sewer improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time inspector, twelve (12) hour workdays for 25 shifts. We anticipate a total of 300 inspection hours.

Inspection –Surface Improvements

The following staffing shall be provided during construction of surface improvements:

- Provide Inspector(s) that have the appropriate certification required by the Nevada Alliance for Quality Transportation Construction (NAQTC). Provide one full time inspector, twelve (12) hour workdays for 70 shifts. We anticipate a total of 840 inspection hours.

The inspectors assigned to this project will:

- Attend the preconstruction conference
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the City of Fernley, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to the city of Fernley, and CC'd to the appropriate government jurisdiction(s)
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Maintain a daily log to provide verification of the distribution of public relation notices required to be delivered by the contractor
- Capture photos and videos during construction activities to be provided to the City
- Maintain and deliver a clean field set of "as-builts" drawings
- Assist in preparation of the Punch List

Materials Testing

Provide Material Testing for compliance with the specifications per the Standard Specifications for Public Works Construction, Revision 8 of the 2012 Edition (Orange Book) testing requirements.

The following test and frequencies are anticipated:

- Provide On-site thin-lift Nuclear Gauge Testing and Sampling for asphalt concrete placement. Testing frequency shall be at random locations throughout the project.
- Provide AC Testing. Provide asphalt concrete tests at random locations throughout the project. Laboratory tests shall include ignition oven extraction, aggregate gradation, specific gravity, flow & stability, and Marshall unit weight. Fourteen (14) hot mix samples are anticipated. Reports will also include voids in total mix.
- Provide Asphalt Concrete Coring and Lab Testing. Lab test shall include core unit weight. Forty Two (42) – asphalt cores are anticipated. Test reports will also include percent compaction.
- Provide Portland Cement Concrete Testing. Provide field testing during concrete placement which will include: Temperature, Slump, Air Content, Unit Weight, and fabrications of Compressive Strength Specimens. Twelve (12) field samples and seventy two (72) compressive strength tests are anticipated.
- Provide Native Soils and Manufactured Aggregate testing. Soils and aggregate testing are anticipated to include: Sieve Analysis, Plasticity Index, and Moisture Density Curves. We anticipate six (6) samples for testing.

Task 4: On-Call Services (OPTIONAL - T&M, Not to Exceed: \$20,000)

As requested by the City of Fernley Lumos will provide additional services not detailed in the above listed tasks. This task may or may not be used at the sole discretion of the City of Fernley.

Fee Summary

The tasks described in the Scope of Work will be completed for the following fees.
(see Attachment B – Fee Proposal for additional information):

<u>Task</u>	<u>Description</u>	<u>Fee</u>
Task 1	Construction Administration	\$64,825
Task 2	Construction Staking	\$96,400
Task 3A	Construction Services - Water Improvements	\$66,240
Task 3B	Construction Services - Sewer Improvements	\$55,200
Task 3C	Construction Services - Storm Drain Improvements	\$55,200
Task 3D	Construction Services - Surface Improvements	\$154,560
Task 3E	Construction Services - Materials Testing	\$60,480
Task 4	On-Call Services (OPTIONAL)	<u>\$20,000</u>
Total:		\$572,905

Tasks 1 through 4 are time and materials (T&M) not to exceed without prior authorization. Lumos & Associates will be happy to amend this proposal, as necessary. If this proposal is acceptable, please provide the City's contract for execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. Lumos & Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to contact myself or Steve Moon at (775) 827-6111 if you have questions.

Sincerely,



Brian Harer
Senior Project Manager
Construction Division



Steven G. Moon, PE
Director
Construction Division

Task 1 Administration

1A: Construction Administration

Personnel	Rate	Hours	Amount
Director	\$ 285.00	15.00	\$ 4,275.00
Senior Project Manager	\$ 240.00	150.00	\$ 36,000.00
Construction Services Engineer	\$ 185.00	30.00	\$ 5,550.00
Senior Inspector	\$ 160.00	50.00	\$ 8,000.00
Construction Tech II	\$ 125.00	50.00	\$ 6,250.00
Administrative Technician	\$ 95.00	50.00	\$ 4,750.00

Task 1 - Administration Total: \$ 64,825.00

Task 2 Construction Staking

2A: Construction Staking

Personnel	Rate	Hours	Amount
Director	\$ 285.00	8.00	\$ 2,280.00
Project Manager	\$ 225.00	16.00	\$ 3,600.00
Party Chief	\$ 180.00	238.00	\$ 42,840.00
Photogrammetrist	\$ 155.00	8.00	\$ 1,240.00
Survey Technician II	\$ 135.00	120.00	\$ 16,200.00
Survey Technician I	\$ 90.00	238.00	\$ 21,420.00
Contingency (10%)	-	-	\$ 8,758.00

Task 2 - Construction Staking Total: \$ 96,400.00

Task 3 Construction Services

3A-D: Inspection - Improvements

Personnel	Rate	Hours	Amount
Senior Project Manager	\$ 240.00	180.00	\$ 43,200.00
Senior Inspector	\$ 160.00	1,800.00	\$ 288,000.00

\$ 331,200.00

3E: Materials Testing ⁽¹⁾

Personnel	Rate	Hours	Amount
Material Engineering Manager	\$ 250.00	20.00	\$ 5,000.00
Construction Services Engineer	\$ 185.00	30.00	\$ 5,550.00
Field Technician II	\$ 115.00	250.00	\$ 28,750.00

Laboratory Testing	Rate	# of Samples	Amount
Asphalt Concrete Marshall Series	\$ 675.00	14.00	\$ 9,450.00
Ignition Oven Correction	\$ 300.00	2.00	\$ 600.00
Unit Weight on Asphalt Core	\$ 75.00	42.00	\$ 3,150.00
Sieve Analysis	\$ 200.00	6.00	\$ 1,200.00
Plasticity Index	\$ 225.00	6.00	\$ 1,350.00
Moisture Density Curve w/ Rock Correction	\$ 425.00	6.00	\$ 2,550.00
Compression - Concrete Cylinder	\$ 40.00	72.00	\$ 2,880.00

\$ 60,480.00

Task 3 - Construction Services Total: \$ 391,680.00

⁽¹⁾ See Attachment B-2 for Materials Testing Details

Grand Total

Construction Administration:	\$ 64,825.00
Construction Staking:	\$ 96,400.00
Construction Services:	\$ 391,680.00
On-Call Services (OPTIONAL):	\$ 20,000.00
Project Total:	\$ 572,905.00

Materials Testing Summary:

Asphalt Concrete

<i>Test</i>	<i>Unit Cost</i>	<i># of Tests</i>	<i>Total</i>
Asphalt Concrete Series (Marshall)	\$ 675.00	14.00	\$ 9,450.00
Ignition Oven Correction	\$ 300.00	2.00	\$ 600.00
Asphalt Concrete Core Specific Gravity/Unit Weight	\$ 75.00	42.00	\$ 3,150.00
			\$ 13,200.00

Portland Cement Concrete

<i>Test</i>	<i>Unit Cost</i>	<i># of Tests</i>	<i>Total</i>
Compression - Concrete Cylinder	\$ 40.00	72.00	\$ 2,880.00
			\$ 2,880.00

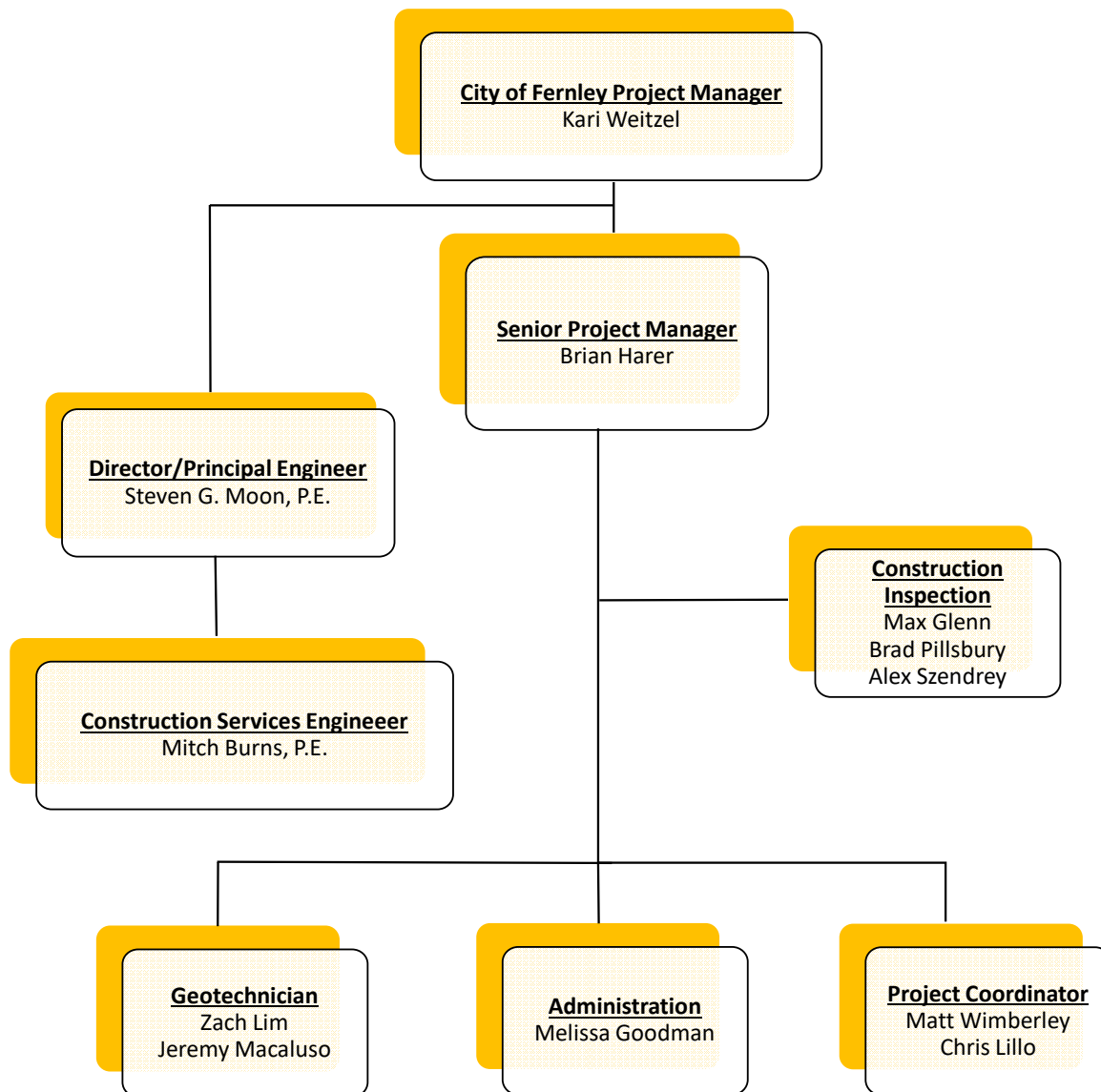
Native Soils & Manufactured Aggregates

<i>Test</i>	<i>Unit Cost</i>	<i># of Tests</i>	<i>Total</i>
Sieve Analysis	\$ 200.00	6.00	\$ 1,200.00
Plasticity Index	\$ 225.00	6.00	\$ 1,350.00
Moisture Density Curve w/ Rock Correction	\$ 425.00	6.00	\$ 2,550.00
			\$ 5,100.00

Laboratory Testing Total: \$ 21,180.00

SCHEDULE OF SERVICES
ATTACHMENT C

<u>Task</u>	<u>Date</u>
Open Bids	Thursday, August 15, 2024
City Council Award	Wednesday, September 4, 2024
Pre-Construction Conference	Wednesday, September 11, 2024
Notice to Proceed	Monday, September 16, 2024
Construction Substantially Complete (180 Calendar Days)	Monday, March 17, 2025
Construction Readiness for Final Payment (30 Calendar Days)	Thursday, April 17, 2025





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

ACTION REQUESTED: Resolution

AGENDA ITEM:

Possible Action, Presentation and adoption of Resolution 24-016, providing for the transfer of the City's 2024 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority.

AGENDA ITEM BRIEF:

The Nevada Rural Housing Authority has requested that the City transfer its 2024 Bond Cap to the NRHA for the purpose of providing a means of financing the cost of single-family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

RECOMMENDED MOTION:

"I move to approve Resolution 24-016, providing for the transfer of the City's 2024 Private Activity Bond Volume Cap to the Nevada Rural Housing Authority"

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 Volume Cap may be transferred to any other local government located within the same county for a specific project. Any portion that is transferred is subject to the provisions of NAC 348A.220 in the same manner as the local population share of the local government receiving the transfer. No other agencies have requested a transfer.

BACKGROUND:

Each year, the City of Fernley transfers its unused private activity Bond Cap to Nevada Rural Housing Authority, resulting in continued success for their "Home at Last" Program.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. 2024 PABC Resolution Fernley
2. Fernley Progress Report 2024

RESOLUTION NO. 24-016

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERNLEY, NEVADA PROVIDING FOR THE TRANSFER OF THE CITY'S 2024 PRIVATE ACTIVITY BOND VOLUME CAP TO THE NEVADA RURAL HOUSING AUTHORITY; AND OTHER MATTERS RELATED THERETO

WHEREAS, pursuant to the provisions of Chapter 348A of the Nevada Revised Statutes (“NRS”) and Chapter 348A of the Nevada Administrative Code (“NAC”), there has been allocated to the City of Fernley, Lyon County, Nevada (the “City,” “County” and “State,” respectively), the amount of \$1,502,283.87 in tax-exempt private activity bond volume cap for year 2024 (the “2024 Bond Cap”); and

WHEREAS, the Nevada Rural Housing Authority (the “NRHA”), has requested that the City transfer its 2024 Bond Cap to the NRHA for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income (“Single Family Programs”); and

WHEREAS, the City is a local government as defined by NAC 348A.070; and

WHEREAS, Section 348A.180 of the NAC provides a procedure whereby the City may, by resolution, transfer to any other local government located within the same county, all or any portion of its 2024 Bond Cap; and

WHEREAS, pursuant to NRS 315.983(1)(a), the NRHA is an instrumentality, local government and political subdivision of the State; and

WHEREAS, the NRHA is located within the County, pursuant to NRS 315.963, which defines the NRHA’s area of operation as “any area of the State which is not included within the corporate limits of a city or town having a population of 150,000 or more.”

NOW, THEREFORE, the City Council of the City of Fernley does hereby find, resolve, determine and order as follows:

Section 1. Recitals. The recitals set forth herein above are true and correct in all respects.

Section 2. Transfer of Private Activity Bond Volume Cap. Pursuant to NAC 348A.180, the City hereby transfers its 2024 Bond Cap in the amount of \$1,502,283.87 to the NRHA for its Single Family Programs.

Section 3. Use of 2024 Bond Cap. The NRHA will use the 2024 Bond Cap for single family purposes in calendar year 2024 or carry forward any remaining amount according to the Internal Revenue Code of 1986, as amended, for such purposes.

Section 4. Representative of City. Pursuant to NAC 348A.180(1), the Director of the State of Nevada Department of Business and Industry (the “Director”) may contact Lydia Altick, Deputy City Manager, City of Fernley, regarding this Resolution at (775) 784-9869 or by email at laltick@cityoffernley.org or in writing at City of Fernley, 595 Silver Lace Blvd., Fernley, Nevada 89408.

Section 5. Additional Action. The Mayor and Clerk of the City are hereby authorized and directed to take all actions as necessary to effectuate the transfer of the 2024 Bond Cap, and carry out the duties of the City hereunder, including the execution of all certificates pertaining to the transfer as required by NAC Ch. 348A.

Section 6. Direction to the NRHA. The NRHA shall notify the Director in writing as soon as practicable of the occurrence or nonoccurrence of any term or condition that would affect the disposition of the 2024 Bond Cap.

Section 7. Representative of the NRHA. Pursuant to NAC 348A.180(3), the Director may contact Shawn Heusser, Director of Finance of the NRHA regarding this Resolution at (775) 886-7913 or by email at sheusser@nvrural.org or in writing at Nevada Rural Housing Authority, 3695 Desatoya Drive, Carson City, Nevada 89701.

Section 8. Obligation of the City. This Resolution is not to be construed as a pledge of the faith and credit of or by the City, or of any agency, instrumentality, or subdivision of the City. Nothing in this Resolution obligates or authorizes the City to issue bonds for any project or to grant approvals for a project or constitutes a representation that such bonds will be issued.

Section 9. Enforceability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution. This Resolution shall go into effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this 17 day of July, 2024.

CITY OF FERNLEY, NEVADA

By _____
Neal E. McIntyre, Mayor

ATTEST:

By _____
Kimberly Swanson, City Clerk

CERTIFICATE OF TRANSFER OF VOLUME CAP

I, Kimberly Swanson, am the duly chosen and qualified City Clerk of the City of Fernley, Nevada (the “City”) and in the performance of my duties as City Clerk do hereby certify to the Office of Business Finance and Planning in accordance with Section 348A.260 of the Nevada Administrative Code (“NAC”), that the private activity bond volume cap allocated to the City in the amount of \$1,502,283.87 has been transferred as follows:

\$1,502,283.87 has been transferred pursuant to NAC 348A.180 from the City, a local government, located in Lyon County to the Nevada Rural Housing Authority, a local government, located within Lyon County for the purpose of providing a means of financing the costs of single family residential housing that will provide decent, safe and sanitary dwellings at affordable prices for persons of low and moderate income.

This certificate is being filed within five (5) days of the transfer being made in accordance with NAC 348.260.

CITY OF FERNLEY, NEVADA

By _____
Kimberly Swanson, City Clerk

cc: Donna Greenhut, Nevada Rural Housing Authority

**Mission first.
Everything else
second.**



*Nevada Rural Housing's Mission is to promote,
provide and finance affordable housing
opportunities for all rural Nevadans.*

July 1, 2024

Neal E. McIntyre
Mayor, City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Re: Request for Private Activity Bond Cap

Dear Mayor McIntyre:

Each year, the council votes to transfer all or a portion of its unused Private Activity Bond Cap (PABC) to Nevada Rural Housing Authority (NRH), resulting in our continued success operating NRH's homeownership programs. Transferring unused PABC to NRH does not obligate the locality in any way – it simply provides us with an additional financing tool to ensure we can continue to offer access to homeownership to rural Nevadans.

Please accept this letter as our request to schedule this as a consent item (or action item if needed) for your upcoming meeting requested by NRH. A draft of the resolution and transfer certificate required by the State of Nevada is attached for your use in preparing this item for the agenda.

Within five (5) days of approval, please email the executed documents to dgreenhut@nvrural.org and mail the originals to:

Attn: Mark Pasek
Nevada Department of Business & Industry
3300 W. Sahara Ave., Suite 425
Las Vegas, NV 89102

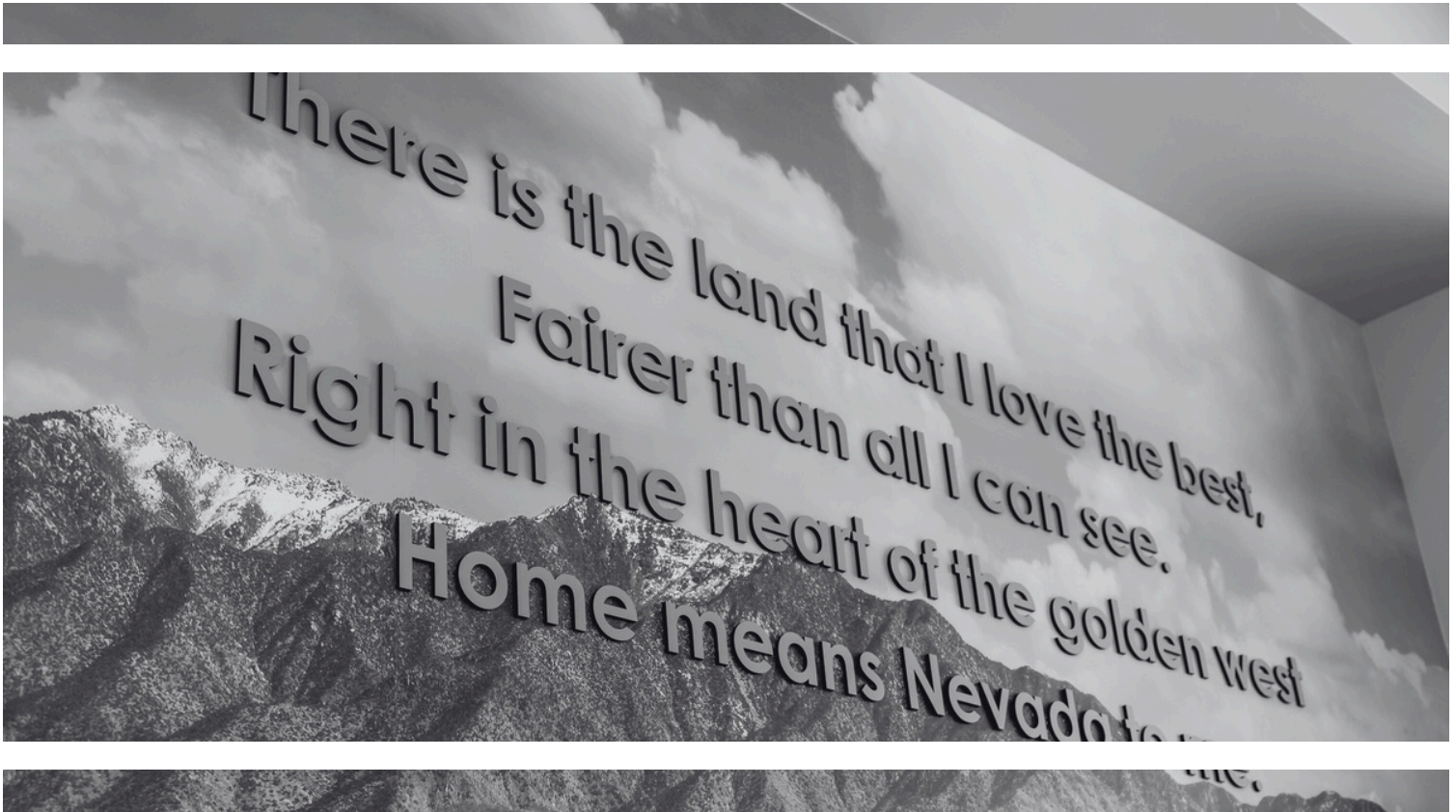
If you have any questions about the transfer or this request, please consult your counsel or NRH's bond counsel, Ryan Bowen at (312) 845-3277.

With Sincere Gratitude,

A handwritten signature in blue ink that reads "William L. Brewer".

William L. Brewer
Executive Director

Enclosures: 3 (Report, Resolution, Transfer Certificate)



COMMUNITY PROGRESS REPORT

CITY OF FERNLEY • 2024





NRH operates under the oversight of a board of commissioners appointed by the Nevada Association of Counties and the Nevada League of Cities and Municipalities, and is defined as an instrumentality, local government and political subdivision of the State of Nevada, exercising public and essential governmental functions. NRH's area of operation is defined as all of Nevada excepting communities with population over 150,000.

While the nuts and bolts of our programs help deliver the tangibles (help with rent, apartment complexes, mortgages and homes), the soul of our programs deliver the true deliverable: hope.

WITH COMMUNITY PARTNERS LIKE YOU, NRH IS PROUD TO HAVE DELIVERED HOPE TO RURAL NEVADANS FOR 51 YEARS AND COUNTING!

SINCE 1973

PROGRAM POINTS OF INTEREST

Homeownership	\$2.4 BILLION MORTGAGES PROVIDED
Homebuyer Tax Credits	\$45.6 MILLION EST. TAX SAVINGS
Rental Assistance	1,123 FAMILIES ASSISTED ANNUALLY
Community Development	729 UNITS BUILT OR PRESERVED
Weatherization & Home Repair	362 CLIENTS ASSISTED IN 5 RURAL COUNTIES
Real Estate Operations	690 DOORS MANAGED IN 9 COMMUNITIES



"IT'S OUR DREAM HOME , AND REALLY A DREAM COME TRUE, FOR OUR ENTIRE FAMILY, AND THAT IS THANKS TO NEVADA RURAL HOUSING."

-THE DAVIS FAMILY

HOMEOWNERSHIP PROGRAMS

GET RURAL NEVADANS HOME AT LAST

Our homeownership programs – from down payment assistance paired with low-rate mortgage options to homebuyer tax credits and homebuyer education – provide unprecedented access to a wider range of affordable credit options, resulting in doors being opened for more rural Nevadans to own a home.

Since 2006, the program has provided \$2.4 billion in mortgages, assisted 10,849 homeowners, provided \$64.8 million in down payment assistance and has delivered \$45.6 million in estimated tax savings to homeowners, which is reinvested in their communities.

A transfer of private activity bond cap to Nevada Rural Housing benefits homebuyers by providing affordable single-family home financing to those who desire to work, live and thrive in rural Nevada.

PROGRAM IMPACT FOR CITY OF FERNLEY

- \$13.7 MILLION IN PRIVATE ACTIVITY BOND CAP TRANSFERS TO NRH SINCE 2006
- \$182.1 MILLION IN MORTGAGES PROVIDED TO 825 HOMEBUYERS SINCE 2006
- \$3.1 MILLION IN ESTIMATED FEDERAL TAX SAVINGS TO HOMEOWNERS IN THE CITY SINCE 2006
- \$4.9 MILLION IN DOWN PAYMENT ASSISTANCE TO HOMEBUYERS IN THE CITY SINCE 2006

TAKING RURAL HOMEOWNERSHIP TO NEW HEIGHTS



LUNCHPAD

Homeownership Program by Nevada Rural Housing

PRIVATE ACTIVITY BOND CAP TRANSFERS MAKE MAGIC HAPPEN, SUCH AS THE LAUNCHPAD HOMEOWNERSHIP PROGRAM BY NEVADA RURAL HOUSING TAKING FLIGHT THIS SUMMER!

Launchpad 1.0 is designed to deliver a stellar below-market rate (Houston, we have NO problem with a 6.17%!) and out-of-this-world program terms to help our lenders and their borrowers make affordable, rural homeownership happen!

- For first-time homebuyers only (Veterans and those buying in targeted areas exempt from the first-time buyer requirement)
- Launchpad provides 4% down payment assistance paired with 30-year fixed-rate government loans (FHA, VA, USDA-RD) - no conventional option available with this program
- Down payment assistance has a 5-year term that is forgiven at maturity
- Income limits apply - see them at BuyRuralNV.org
- Launchpad opens to all rural Nevada jurisdictions (under 150,000 population) July 22, 2024. Visit HALMap.org for property eligibility in Clark and Washoe counties.
- Funds are limited. Launchpad 1.0 will offer \$25 million in mortgage funds – NRH hopes to provide future program issuances after this first launch!

SOLUTIONS-DRIVEN PROGRAMS

Home is the nicest word there is.



We know how good home feels, and we're here to help rural Nevadans get there. Whether it's through building, repairing, managing, or helping find and afford housing, our programs aim to deliver the solutions our communities need and deserve.

SERVICE BY THE NUMBERS

- 2/3 OF RENTAL ASSISTANCE RECIPIENTS ARE SENIORS AND PEOPLE WITH DISABILITIES
- 142 VASH (VETERANS AFFAIRS SUPPORTIVE HOUSING) VOUCHERS
- 83% OF RENTAL-ASSISTED HOUSEHOLDS ARE BELOW 30% AREA MEDIAN INCOME
- AVG. ANNUAL HOUSEHOLD INCOME OF RENTAL-ASSISTED HOUSEHOLD IS APPROX. \$12,000
- MOST WEATHERIZATION CLIENTS ARE AGING-IN-PLACE SENIORS WITH LOWER INCOMES
- WEATHERIZATION PROGRAM CAN SAVE 5-30% ON ENERGY BILLS THROUGH AUDIT AND UPGRADES
- 32 PLANNED UNITS THROUGH 2025 WITH DEVELOPMENT EXPLORATION ONGOING

NRH SEEKING ACCEPTING LANDLORD PARTICIPATION APPLICATIONS
CONTACT: LANDLORDS@NVRURAL.ORG OR (775) 283-0179

SEE THE MISSION IN ACTION



VISIT US AT NVRURAL.ORG



THIS INSTITUTION IS AN EQUAL OPPORTUNITY
PROVIDER AND EMPLOYER





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: David Rigdon

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Receive/File

AGENDA ITEM:

Presentation by David H. Rigdon, Esq., Special City Attorney for water issues, on the status of the current litigation with the Truckee Carson Irrigation District ("TCID") related to the Truckee Canal XM Project repayment contract and the property assessments associated therewith (Tenth Judicial District Court Case Nos. 22-10DC-0868 & 23-10DC-0332). The presentation will include a discussion of the upcoming public hearing to be held at the Tenth Judicial District Court in Fallon, Nevada on August 2, 2024 at 9:00 am at which the Court will hear all objections to the repayment contract and the election held by TCID to ratify said contract.

AGENDA ITEM BRIEF:

Mr. Rigdon will provide a presentation at the Council meeting regarding the two cases currently being litigated in Churchill County.

RECOMMENDED MOTION:

N/A - Presentation Only

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

The City of Fernley is currently engaged in two litigation cases with the Truckee Carson Irrigation District ("TCID") related to the Bureau of Reclamation's ("Reclamation") Truckee Canal lining project (aka the Truckee Canal XM Project).

The first case (Case No. 22-10DC-0868) was a petition filed by TCID on July 13, 2022. The petition was filed pursuant to NRS 539.305 and asks the Court to "determine and hold the Proposed Contract to be valid and that the Truckee-Carson Irrigation District was authorized to enter into the same." The contract in question is known as the "Repayment Contract" and is a contract between TCID and Reclamation requiring TCID to reimburse Reclamation for the costs of the canal lining project, plus interest. Under the contract, TCID will pay Reclamation apx. \$1 million/year for the next 50 years.

On August 18, 2022, the City of Fernley filed an Answer and Counterclaims to the Petition. The City alleged that the contract is invalid because it was approved under a threat to shut down the canal if the lining project was not approved. The City also alleged that the election held to ratify the contract was invalid because the ballot question was compound thereby violating Nevada's single-subject doctrine.

TCID initially tried to block the City from participating in the case. However, in October 2023, the Nevada Supreme Court affirmed Fernley's right to be a party in the case.

On May 23, 2024, the district court judge issued an order dismissing all of Fernley's counterclaims. The City has filed a motion for reconsideration of that decision.

A public hearing will be held on TCID's petition on August 2, 2024 at 9am at the courthouse in Fallon. At the hearing, all interested parties may appear and state their objections to the repayment contract and the election that was held to ratify it. Because TCID will be using money received from both its District General assessments and its O&M assessments to pay the contract obligations, any person who pays either of these assessments has standing to oppose the contract.

The second case (Case No. 23-10DC-0332) was filed by Fernley against TCID on March 7, 2023. This case challenges the actual assessments that TCID is imposing to pay for the repayment contract. Fernley holds a significant amount of Truckee Canal water rights and must pay these assessments. However, because Fernley is harmed by the lining of the canal, it is arguing that it should not be required to pay for it.

Discovery has closed in this case and a trial is currently set for October 3-7 at the courthouse in Fallon. The judge has requested the parties engage in mediation to settle the dispute, and they have agreed to do so.

Former Supreme Court Justice James Hardesty has been assigned as the mediator for the case. To date, none of the other water users in Fernley who are subject to the assessments have joined the litigation.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 539 (Nevada's Irrigation District Statute)

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Benjamin Marchant, City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

There are none

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Discussion and Possible Action) Presentation by Nick Vander Poel on a proposed bill draft request for the City of Fernley seeking state funding for phase two and phase three of the Community Response and Resource Center.

AGENDA ITEM BRIEF:

City of Fernley Lobbyist Nick Vander Poel presentation on proposed bill draft request for the 2025 Nevada Legislative Session.

RECOMMENDED MOTION:

"I move to approve the proposed bill draft request seeking state funding for phase two and phase three of the Community Response and Resource Center."

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:

There are none

BACKGROUND:

The City of Fernley is entitled to present one bill draft request to the legislature for the 2025 legislative session.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

There are none

FINANCIAL IMPLICATIONS:

Potential revenue source for funding the construction of phase two and/or phase three of the Community Response and Resource Center.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED:

AGENDA ITEM:

(For Possible Action) Discussion and first reading of Bill #352, an Ordinance amending Title 32, Chapter 3, Section 060 (Land division applications) of the Fernley Development Code to create Subsections g(1)(b)(4) and g(1)(b)(5) to separate unrelated portions of parcel and lot design standards.

AGENDA ITEM BRIEF:

During a recent review of the Development Code for a potential new project, it was discovered that there was a section combining three different sets of regulations. It is assumed that this was an editing or formatting mistake during the last update of the Development Code. Staff is proposing minor formatting changes to fix this error.

Planning Commission considered this item at their meeting of July 10, 2024 and voted to recommend that the City Council approve Bill #352.

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:

Staff was recently contacted about a potential future project, which generated a review of Section 32.03.060 of the Development Code (specifically Section 32.03.060(g)(1)(b) – Parcel and lot design). During this review, it was discovered that street frontage and access standards were located under the heading of “Lands subject to known hazards”, a completely unrelated subject. It appears to staff that these frontage and access standards were probably meant to be a separate subsection, but either during editing or formatting the subsection heading was lost.

With the current format, staff can technically only enforce these standards if the parcel has a known hazard. Therefore, staff has prepared this Code Amendment to separate these road standards into their own section so they can be applied to all parcels as they should have been originally.

In addition to street frontage and access standards, one additional item currently found under “Lands subject to known hazards” does not seem to fit: building placement on city or county lines. Therefore, another subsection was created to separate this requirement. In addition, a requirement that parcel lines not go through buildings (unless built as a condominium, duplex, or other multi-unit building) was added.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Development Code Section 32.03.060

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill 352
2. Redlined

BILL #352
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 3, SECTION 060 (LAND DIVISION APPLICATIONS) OF THE FERNLEY DEVELOPMENT CODE TO CREATE SUBSECTIONS G(1)(B)(4) AND G(1)(B)(5) TO SEPARATE UNRELATED PORTIONS OF PARCEL AND LOT DESIGN STANDARDS, 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 060(g)(1)(b) is hereby amended as follows:

Sec. 32.03.060. - Land division applications.

- (g) *Subdivision and parcel map technical design standards.*
 - (1) *Subdivision and parcel map design standards.*
 - a. *Blocks.*
 - 1. Dimensions, shape and orientation of blocks shall be determined with due regard to:
 - A. Provisions of building sites suitable to the use and types of buildings contemplated.
 - B. Minimum site requirements, particularly as to site, slope and dimension.
 - C. Control, safety and convenience of pedestrian and vehicular traffic.
 - D. Topography and other land features.
 - E. Orientation and scenic enhancement.
 - F. Pedestrian ways may be required to provide pedestrian accessibility for public facilities and open spaces. Such pedestrian ways shall be a minimum of 15 feet in width and be paved, unless part of an un-improved trail system.
 - b. *Parcel and lot design.*
 - 1. *Size, shape and placement determination.* The dimensions, shape and orientation of all parcels or lots should be determined with regard to all natural terrain features, topography, landscaping, road access, design objectives, and other relevant features, including color, orientation, prevailing winds, snow and icing conditions, relation of masses of structures to be erected, spaces between future buildings, setback variations, shadow patterns, hours of sunlight and design elements intended to create identity and interest in the development.
 - 2. *Usable and open areas.* All building sites shall relate usable and open areas suitable to the character and type of buildings contemplated and to the various requirements of zoning with due regard to minimum disturbance of the natural grade.
 - 3. *Lands subject to known hazards.* Land subject to known hazards such as slides, periodic or occasional inundation or otherwise unsuitable for the intended use shall be:

- A. Set aside as a permanent nonuse reservation;
 - B. Improved with such corrective measures, as approved by the city, as will be reasonably expected to limit the hazard or make the land suitable for the intended use;
 - C. Protected by adequate legal instrumentation to insure the responsibilities of the city and/or the owner;
 - D. Steep slopes. Land having an average natural cross-slope over 40 percent shall be preserved as open space but may be counted as part of the parcel size.
4. Street Frontage and Access
- A. Reverse frontage sites. Reverse frontage parcels shall be provided when necessary for protection of residential properties from through traffic and adverse nonresidential uses, for separation of through and local traffic and to overcome difficulties of topography and other physical conditions.
 - B. Rear or side lines bordering a collector, arterial or highway. When the rear or side lines of any building site border a collector, arterial or highway, the developer is required to execute and deliver to the city an approved instrument prohibiting the right of ingress and egress across the side or rear lines to any parcel bordering any such road.
 - C. Reserve strips. Reserve strips controlling access to streets or other land shall not be approved except as otherwise provided and if ownership control of the strips is placed with the city.
 - D. Flag lots. A flag lot shall have an access of not less than 25 feet in width, connecting the building site with a street. The strip connecting the building site with the street shall not exceed 400 feet.
 - E. All newly created parcels shall have direct access from a public road or street that is located within an easement or a right-of-way.
5. Building Placement
- A. No building site shall be divided by city or county boundary lines.
 - B. No building shall be divided by a property line unless appropriate provisions have been made for separate ownership.
- c. *Snow storage.* Areas to accommodate snow storage shall be provided in an amount and in a location as necessary upon review of the tentative map to accommodate safe vehicular circulation.
- d. *Fire hazard areas.* In areas of possible fire hazards, unobstructed access for fire protection equipment and access easements not less than 24 feet shall be dedicated from the public street to the land development boundary. Such easement shall be located, designed and graded as determined by the city and the fire district.
- e. *Preservation of natural features; street trees.*
- 1. Healthy trees, rock outcrops and other native features shall be preserved to the extent practical and must be protected during periods

of construction. All native growths within the area to be divided shall be surveyed for weakness, maturity, decadence, potential hazard, infestation, vigor, density, spacing and type. A preservation and protection plan shall be submitted with the application for a tentative map with an indication of those growths proposed to be removed, those to remain and where new elements are to be planted. Clearing of topsoil, trees and shrubs and other native cover prior to site development approval is prohibited. Removed trees shall be replaced within the development. The location of native features shall be considered when designing building sites, underground services, walkways, paved or parking areas, playgrounds and especially finished grade levels.

2. Existing plants may be preserved within any public road when such growths are suitably located, healthy and where approved grading is suitable.
3. Additional tree preservation and replacement may be required by policies set forth in master plan.

f. *Dedications and reservations of land.*

1. Reservation of land for a park, or dedication of land for a school site or other public purpose, in an amount and location consistent with the master plan and the park and recreation plan, may be required as a condition of tentative map approval.
2. Upon consideration of the particular type of improvement proposed in a development of 500 units, the city may require the dedication or reservation of common areas or sites for community purposes for the needs created by such development.
3. Additional structures provided by developer. The developer shall be required to provide necessary structures such as bridges, concrete boxes, culverts, headwalls, cattle guards, appurtenant fencing and other features as necessary to construct the required improvements pursuant to the adopted public works design standards or as required by conditions of approval.
4. Additional requirements. Additional improvements may be required in order to preserve and enhance scenic values and natural features of the area of the area being developed to meet the goals and policies of the master plan.

- 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 #352 BEING HEREBY PROPOSED on the 17th day of July, 2024.

BILL #352 BEING HEREBY PASSED, APPROVED, and ADOPTED this 7th day of August, 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. 32.03.060. - Land division applications.

(g) Subdivision and parcel map technical design standards.

(1) Subdivision and parcel map design standards.

a. Blocks.

1. Dimensions, shape and orientation of blocks shall be determined with due regard to:
 - A. Provisions of building sites suitable to the use and types of buildings contemplated.
 - B. Minimum site requirements, particularly as to site, slope and dimension.
 - C. Control, safety and convenience of pedestrian and vehicular traffic.
 - D. Topography and other land features.
 - E. Orientation and scenic enhancement.
 - F. Pedestrian ways may be required to provide pedestrian accessibility for public facilities and open spaces. Such pedestrian ways shall be a minimum of 15 feet in width and be paved, unless part of an un-improved trail system.

b. Parcel and lot design.

1. *Size, shape and placement determination.* The dimensions, shape and orientation of all parcels or lots should be determined with regard to all natural terrain features, topography, landscaping, road access, design objectives, and other relevant features, including color, orientation, prevailing winds, snow and icing conditions, relation of masses of structures to be erected, spaces between future buildings, setback variations, shadow patterns, hours of sunlight and design elements intended to create identity and interest in the development.
2. *Usable and open areas.* All building sites shall relate usable and open areas suitable to the character and type of buildings contemplated and to the various requirements of zoning with due regard to minimum disturbance of the natural grade.
3. *Lands subject to known hazards.* Land subject to known hazards such as slides, periodic or occasional inundation or otherwise unsuitable for the intended use shall be:
 - A. Set aside as a permanent nonuse reservation;
 - B. Improved with such corrective measures, as approved by the city, as will be reasonably expected to limit the hazard or make the land suitable for the intended use;
 - C. Protected by adequate legal instrumentation to insure the responsibilities of the city and/or the owner;
 - D. Steep slopes. Land having an average natural cross-slope over 40 percent shall be preserved as open space but may be counted as part of the parcel size.

4. Street Frontage and Access

- EA.** Reverse frontage sites. Reverse frontage parcels shall be provided when necessary for protection of residential

properties from through traffic and adverse nonresidential uses, for separation of through and local traffic and to overcome difficulties of topography and other physical conditions.

FB. Rear or side lines bordering a collector, arterial or highway. When the rear or side lines of any building site border a collector, arterial or highway, the developer is required to execute and deliver to the city an approved instrument prohibiting the right of ingress and egress across the side or rear lines to any parcel bordering any such road.

GC. Reserve strips. Reserve strips controlling access to streets or other land shall not be approved except as otherwise provided and if ownership control of the strips is placed with the city.

H. ~~Dividing building site by boundary lines. No building site shall be divided by city or county boundary lines.~~

ID. Flag lots. A flag lot shall have an access of not less than 25 feet in width, connecting the building site with a street. The strip connecting the building site with the street shall not exceed 400 feet.

JE. All newly created parcels shall have direct access from a public road or street that is located within an easement or a right-of-way.

5. Building Placement

A. ~~No building site shall be divided by city or county boundary lines.~~

B. ~~No building shall be divided by a property line unless appropriate provisions have been made for separate ownership.~~

- c. *Snow storage.* Areas to accommodate snow storage shall be provided in an amount and in a location as necessary upon review of the tentative map to accommodate safe vehicular circulation.
- d. *Fire hazard areas.* In areas of possible fire hazards, unobstructed access for fire protection equipment and access easements not less than 24 feet shall be dedicated from the public street to the land development boundary. Such easement shall be located, designed and graded as determined by the city and the fire district.
- e. *Preservation of natural features; street trees.*
 - 1. Healthy trees, rock outcrops and other native features shall be preserved to the extent practical and must be protected during periods of construction. All native growths within the area to be divided shall be surveyed for weakness, maturity, decadence, potential hazard, infestation, vigor, density, spacing and type. A preservation and protection plan shall be submitted with the application for a tentative map with an indication of those growths proposed to be removed, those to remain and where new elements are to be planted. Clearing of topsoil, trees and shrubs and other native cover prior to site development approval is prohibited. Removed trees shall be replaced within the development. The location of native features shall be considered when designing building sites, underground services,

walkways, paved or parking areas, playgrounds and especially finished grade levels.

2. Existing plants may be preserved within any public road when such growths are suitably located, healthy and where approved grading is suitable.
3. Additional tree preservation and replacement may be required by policies set forth in master plan.

f. *Dedications and reservations of land.*

1. Reservation of land for a park, or dedication of land for a school site or other public purpose, in an amount and location consistent with the master plan and the park and recreation plan, may be required as a condition of tentative map approval.
2. Upon consideration of the particular type of improvement proposed in a development of 500 units, the city may require the dedication or reservation of common areas or sites for community purposes for the needs created by such development.
3. Additional structures provided by developer. The developer shall be required to provide necessary structures such as bridges, concrete boxes, culverts, headwalls, cattle guards, appurtenant fencing and other features as necessary to construct the required improvements pursuant to the adopted public works design standards or as required by conditions of approval.
4. Additional requirements. Additional improvements may be required in order to preserve and enhance scenic values and natural features of the area of the area being developed to meet the goals and policies of the master plan.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 17, 2024

REPORT TO: Fernley Planning Commission

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion
Resolution

AGENDA ITEM:

(For possible action) Discussion and possible action regarding Resolution #24-014 as it pertains to a comprehensive master plan amendment application (MPA24003) submitted by Golden Years Castle to change the designated land use from Single-Family Residential (SFR) to Public Facility (PF) on a site ±1.74-acres in size and approximately located at 565-575 Farm District Road (APNs: 021-111-47 & 021-111-48).

AGENDA ITEM BRIEF:

The applicant is working to expand Golden Years Castle (formerly Beehive Homes) onto the parcel adjacent to the current location. To facilitate that, the applicant is requesting a change of designated land use from Single Family Residential to Public Facility.

RECOMMENDED MOTION:

Approval

"I move to certify Resolution #24-014 and approve the master plan amendment associated with MPA24003. I further move to adopt findings a, b, and c, and the facts supporting these findings as set forth in the staff report."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Denial

"Based on information received in written materials, and at the public hearing on this matter, I move to deny the master plan amendment request associated with MPA24003 because I am unable to make the following required findings:"

"I am unable to make finding _____ as it pertains to _____. "*(Repeat for each applicable finding.)*

Note: Though no other language has been provided, all motions consistent with Fernley City Council rules of procedure are appropriate.

BACKGROUND:

The Public Facility land use designation does not mean that a facility must be owned by City of Fernley or another governmental organization; it does limit the zone of the parcel to either Public Facility or Planned Development. In turn, the necessary Public Facility zone will limit the property to one of 30 uses generally thought to benefit the public. As an existing elder care facility, the applicant's intended use is classified as "life care or continuing care services"; however, any one of the other appropriate uses such as an office, child care facility, or hospital are permitted within the equivalent zoning district. Staff encourages review of the use table in Fernley Municipal Code (FMC) §32.06.150 to get an idea of what all the possible uses are for the equivalent zoning district of this land use designation.

Golden Years Castle was originally approved as Beehive Homes right around the time City of Fernley incorporated in 2001. As a result, their current use as a facility that provides elder care services is classified as legally nonconforming. When established, such a facility was permitted within the Single-Family Residential land use designation (meaning it was legally established). Today, none of the equivalent zoning districts of this land use designation allow for the establishment of this type of facility (meaning it does not conform with our current land use designations). In short, though they are permitted to keep operating as already established, in order to expand the facility as planned, the applicant will need to change the land use designation to one that permits the current use.

It is important to understand that changing the master plan land use designation from Single-Family Residential to Public Facility will not guarantee that the applicant or future owners will always choose to use these parcels for elder care. Though that is the applicant's intention, it is possible for the applicant to decide to establish another use. In any case, these parcels will also require a conditional use permit or administrative review application and a zoning map amendment before a new use other than those appropriate for Single-Family Residential may be established or expanded.

The Planning Commission adopted Resolution #24-014 on June 12, 2024, with a 5-0 super majority vote; they further recommended that City Council approve this master plan amendment.

FINDINGS:

a. The comprehensive plan amendment would implement the goals listed within the City of Fernley Comprehensive Plan as listed in the Staff Report.

The applicant has offered that this master plan amendment specifically supports 4 of our community goals and action strategies, as follows:

HP.1.5 - Increase the opportunity for affordable, high quality housing for seniors.

C.1.1 - Encourage the preservation of significant cultural resources.

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

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

Staff concurs that this project as proposed will support the two Land Use (LU) goals the applicant has

identified. This is infill development in an area that already contains utility infrastructure. Further, the project as proposed will contribute both housing and employment to this neighborhood.

Staff would like to highlight Population, Housing, and Employment goal HP.1.5. Golden Years Castle is the only facility of its kind in Lyon County that accepts Medicaid assistance for memory care. This facility directly supports the community goal of "increasing the opportunity for affordable, high quality housing for seniors" (arguably) more than any other project brought to Council in recent years. By accepting Medicaid assistance for memory care, this facility allows seniors that are no longer able to live independently to still remain a part of their community in Fernley.

Staff concurs with the applicant that providing opportunities for the local community to stay together with their family and friends does strengthen our community culture. In the context of community conservation goals and how they relate to the master plan, however, it does not "encourage the preservation of significant cultural resources". Here, the term "cultural resource" refers more to evidence of past human activity such as buildings or archaeological sites. Still, based on the strength of senior housing alone, and supplemented by the land use considerations, Staff advises that Council can make this finding.

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

The land uses surrounding this site are as follows:

Direction	Current Land Use	Designated Land Use
North	Manufactured Home Park	Mixed Residential (MR)
Northeast	"Out of Town" Park	Open Space and Parks (OSP)
East	Large single-family rural lots	Suburban Mixed Use (SMU) Multi-Family Residential (MFR)
South and West	Large single-family rural lots	Single-Family Residential (SFR)

This project fits nicely, both with current land uses and the designated land uses for future development. The current facility looks very similar to a large single-family home. As the project expands, and possibly moves to other Public Facility uses in the future, it will provide a buffer between the Single-Family Residential and Farm District Road, as well as the planned Suburban Mixed Use and Multi-Family Residential east of Farm District Road. Further, Public Facilities are best located on arterial streets and/or incorporated into existing neighborhoods. This location offers the benefits of both. Staff advised that Council can make this finding.

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

Staff certifies that public notice was given in accordance with the applicable regulations. City of Fernley placed a public hearing notice in the Reno Gazette Journal on July 7, 2024, and a public hearing will be held at the July 17, 2024, City Council meeting. A public meeting was similarly held at the June 12, 2024, Planning Commission meeting; there was no public comment. Staff advises that Council can make this finding.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

[Nevada Revised Statutes \(NRS\), Chapter 278](#) - Planning and Zoning

[Fernley Municipal Code \(FMC\), Title 32](#) - Development Code

[City of Fernley Comprehensive Master Plan](#), especially "Goals and Action Strategies"

Specific

[NRS §278.150](#) to 278.246, regarding master plans

[FMC §32.03.040\(b\)](#) - Comprehensive master plan amendments

City of Fernley Comprehensive Master Plan, PDF page 81 of 306, regarding "Public Facilities"

Note: The links in this section have been provided for quick reference. They are accurate as of the publishing date and Planning Department will monitor them until the public hearing on July 17, 2024. Following that date, we do not guarantee the operation or applicability of the linked references.

FINANCIAL IMPLICATIONS:

N/A

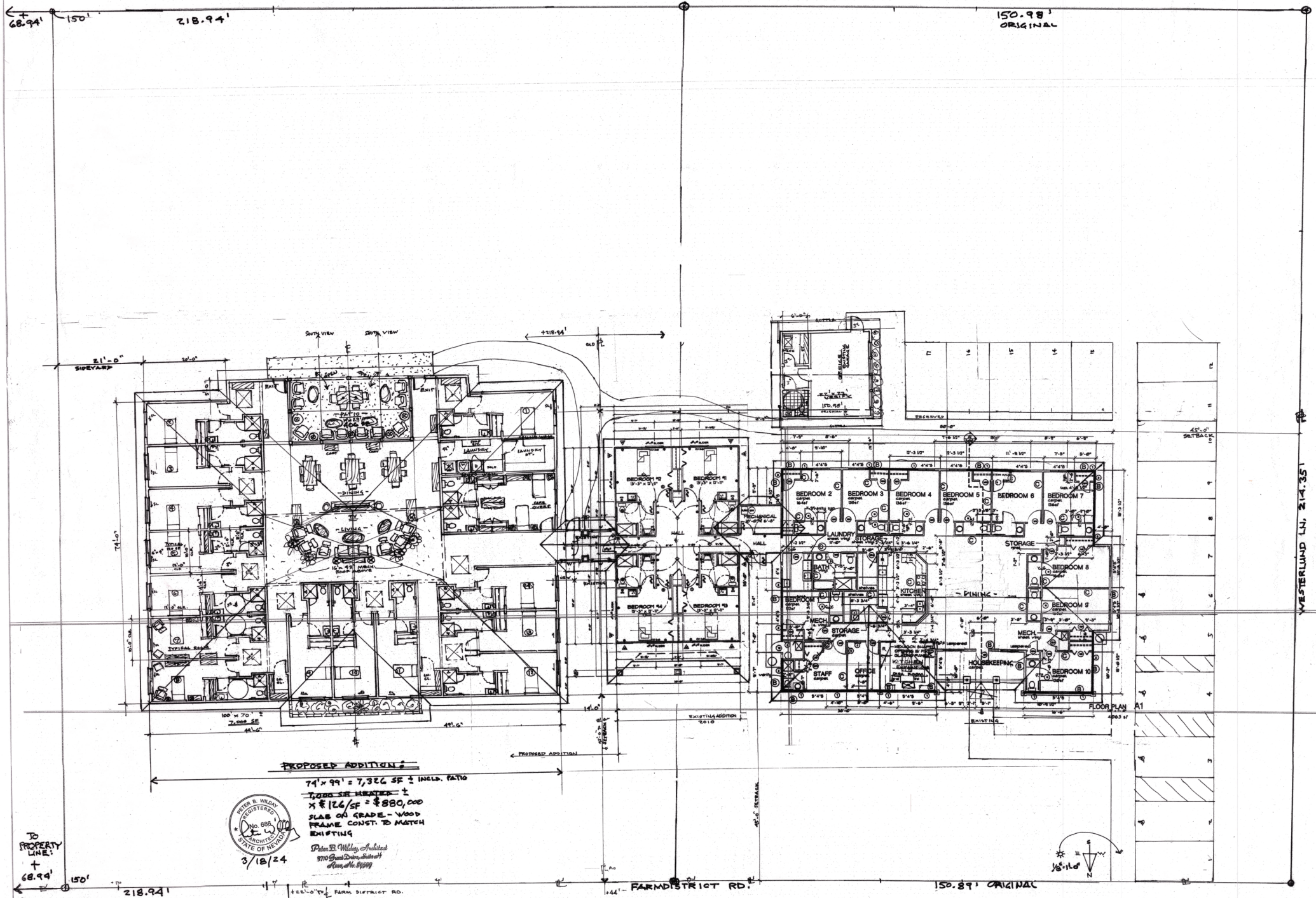
ATTACHMENTS:

1. MPA24003 Vicinity Map
2. MPA24003 Possible Site Plan
3. MPA24003 Applicant Narrative
4. MPA24003 Resolution # 24-014

565-575 Farm District Road

MPA24003 - Request to redesignate the land use of two parcels from Single Family Residential to Public Facility to facilitate the expansion of the Golden Years Castle.





PROPOSED ADDITION:
74' x 99' = 7,326 SF ± INCL. PATIO
7,000 SF HEATED - ±
X \$126/SF = \$880,000
SLAB ON GRADE - WOOD
FRAME CONST. TO MATCH
EXISTING
Peter B. Willey, Architect
9710 Grand Drive, Suite 201
Las Vegas, NV 89149

Master Plan

We plan to make an addition to the building that we currently have, our current building houses a total of 16 residents. We want to utilize the second acre of land that we have completely empty as of now. (LU.1.1) Our goal is to create a new building that will allow us to increase our capacity from the current 16 to 32 residents. We will construct spacious and comfortable rooms for our residents. Create common areas such as a dining, living, and activity room that they will find suitable for when they choose to relax, eat, and socialize. Additionally, we understand the importance of allowing them access to go outside; due to this we want to have a dedicated patio where they can enjoy the good weather when the time is right and available.

We envision this goal to give opportunities to the local community to stay together with their families and friends. (C.1.1) Golden Years Castle Home of Fernley is the only group home facility in all of Lyon County that accepts Medicaid waiver services for the low-income elderly that cannot afford long-term care while holding up high quality standards. (HP.1.5) We want to continue providing for families' loved ones to the best of our ability and want to keep up with the drastically increasing aging and disabled population, while increasing our staff with a unique skillset to provide the best care that we can offer. (LU.1.3)

CITY OF FERNLEY
RESOLUTION # 24-014

A RESOLUTION OF THE FERNLEY PLANNING COMMISSION, CERTIFIED BY THE FERNLEY CITY COUNCIL, STATE OF NEVADA, ASSOCIATED WITH CASE NUMBER MPA24003, TO CHANGE THE DESIGNATED LAND USE OF A ±1.74-ACRE SITE FROM SINGLE FAMILY RESIDENTIAL (SFR) TO PUBLIC FACILITY (PF). THE SITE IS APPROXIMATELY LOCATED AT 565-575 FARM DISTRICT ROAD, FERNLEY, NV (APNS: 021-111-47 & 021-111-48).

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

WHEREAS, Nevada Revised Statutes 278.210 specifies that master (comprehensive) plans and amendments must be adopted by resolution of the Planning Commission; and

WHEREAS, the proposed amendment is consistent with or supports community goals HP.1.5, LU.1.1, and LU.1.3 of the City of Fernley Comprehensive Plan;

BE IT RESOLVED BY FERNLEY PLANNING COMMISSION, AND CERTIFIED BY FERNLEY CITY COUNCIL, that based on the discussion and findings provided in the staff report and public testimony presented at the June 12, 2024, and July 17, 2024, public hearings, that the land use classification of Public Facility (PF) for this parcel be adopted as part of the City of Fernley's Comprehensive Plan.

RESOLUTION PASSED, APPROVED, AND ADOPTED this 12th day of June, 2024, by the Fernley Planning Commission, City of Fernley, State of Nevada.

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

ACKNOWLEDGED AND APPROVED:

DATED:

Angela Lewis, Vice-Chair

ATTEST:

Brenda Gosser, Deputy City Clerk

RESOLUTION PASSED, APPROVED, AND CERTIFIED this 17th day of July, 2024, by the Fernley City Council, City of Fernley, State of Nevada.

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

ACKNOWLEDGED AND APPROVED:

DATED:

Neal E. McIntyre, Mayor

ATTEST:

Kim Swanson, City Clerk



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED:

AGENDA ITEM:

(For Possible Action) A review of the City of Fernley Comprehensive Master Plan and other adopted Master Plans to discuss future update priorities and needs.

AGENDA ITEM BRIEF:

At a recent City Council meeting, Councilwoman Zoberski requested a future agenda item to review the status and condition of the City of Fernley Comprehensive Master Plan.

RECOMMENDED MOTION:

Pleasure of the Council

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:

WHAT IS A MASTER PLAN?

A Master (or Comprehensive) Plan is an official document adopted by a governing body as a guide to making

decisions about the physical development of the area. A Master Plan identifies current issues and needs in the community and sets forth goals, policies, and actions to address issues.

Master Plans should be comprehensive and encompass all portions of the area under consideration and all facets of the community that will be impacted by development. It should consider current issues and provide strategic methods to solve those issues. For example, the need for affordable housing is a growing concern among the residents of the City of Fernley. The Master Plan could include strategies such as encouraging more multi-family housing options or promoting more mixed-residential neighborhoods where multi-family and single-family dwellings are intermingled.

A Master Plan should be thought of in general terms, where it summarizes goals or includes policies. Master Plans should not indicate specific locations or detailed regulations necessary to achieve those goals. In addition, policies are thought of as direction, not as laws. The Development Code is where the specific rules and regulations are appropriate.

Finally, Master Plans are designed to look at the long-range needs of a community. Goals are normally set for periods of 20 or more years but can be adjusted as time passes.

Regardless of the goals, policies, and/or strategies incorporated into a Master Plan, there are typically four basic components of a Master Plan: Community Profile, Survey of Existing Conditions, Master Plan Elements, and an Action or Implementation section.

NEVADA REVISED STATUTES

NRS Chapter 278 outlines the regulations regarding Master Plans within the State of Nevada. These regulations include what should be included in a Master Plan, the process to approve and amend a Master Plan, and the circumstances in which a Master Plan can be amended.

The most important information provided in NRS is the type and scope of elements that must be included in the Master Plan.

The eight elements spelled out in NRS are:

1. Conservation Element – Includes a conservation plan and a solid waste disposal plan.
2. Historic Preservation Element – Includes a historic neighborhood preservation plan and a historic properties preservation plan.
3. Housing Element – Includes an inventory of housing conditions, present and prospective needs for affordable housing, a plan for maintaining and developing affordable housing to meet the needs for at least 5 years.
4. Land Use Element – Includes a land use plan, an inventory and classification of types of natural land and of existing land cover and uses, and plans or policies regarding the acquisition and use of federal land.
5. Public Facilities and Services Element – Includes an economic plan to support the implementation of the element, an aboveground utility plan, a plan for utilities, and a plan for schools.
6. Recreation and Open Space Element – Includes a recreations plan which includes parks, trails, and reserved riverbank strips (where applicable).
7. Safety Element – Includes a seismic safety plan, a natural hazards plan and a manmade hazards plan.
8. Transportation element – Includes a street and highways plan, a transit plan, and a plan showing a comprehensive transportation system.

As with most other regulations found within NRS, the requirements for jurisdictions changes depending on the

population size. The following table outlines the required elements broken down by population.

Jurisdiction Size	Master Plan Elements Required
Jurisdictions within counties less than 100,000	If a city or county adopts any elements as part of a Master Plan, the Plan must include an aboveground utility plan within a Public Services and Facilities Element.
Jurisdictions within counties over 100,000	Conservation Element Housing Element Public Services and Facilities Element
Jurisdictions within counties over 700,000	All Elements are Required

Finally, Nevada planning law does not mandate how often Master Plans should be prepared or updated. However, NRS does require that the Planning Commission prepare an annual report to the governing body with any recommendations concerning the Master Plan.

CITY OF FERNLEY COMPREHENSIVE PLAN

Based on the table above, the City of Fernley would fall under the “Jurisdictions within counties less than 100,000”. Therefore, Fernley is only required to have a Public Services and Facilities element of the Master Plan. However, when the City of Fernley adopted the current Comprehensive Master Plan in 2018, it contained the following elements:

1. Population, Housing, and Employment
2. Conservation
3. Land Use
4. Transportation
5. Public Services and Facilities

A Parks Master Plan and Downtown Revitalization Plan were added onto the Master Plan as appendices, but neither of these are considered formal elements of the plan. In addition, the 2018 Transportation Element has now been superseded by the 2020 Transportation Master Plan. However, developers are not aware of this change and continue to reference the outdated Transportation Element which causes confusion and project delays.

In addition to this Master Plan, the City has adopted many other documents either titled “Master Plan” or containing information that should be included in the Master Plan. These include:

1. Alternative Water Master Plan (2008)
2. Sewer Master Plan (2009)
3. Safe Routes to School Plan (2011)
4. Storm Drain Master Plan (2013)
5. Community Source Water Protection Plan (2014)
6. Transportation Master Plan (2020)
7. Water Resource Plan (2020)
8. Strategic Plan (2021)
9. Water Conservation Plan (2021)
10. Access Management Policy (2022)

11. Emergency Operations Plan (2022)
12. Water Master Plan (2022)

STAFF RECOMMENDATIONS

Staff is aware that the Comprehensive Plan needs some attention. To avoid future lawsuits, it is important to have a plan that includes and anticipates all aspects of Fernley's development. Therefore, staff has the following short- and long-term plans regarding the Comprehensive Plan:

1. Short term - Incorporate other adopted plans (above) by reference (End of 2024)
2. Long term - Find a consultant to make one cohesive document (2025-2026)

Based on the current and future anticipated growth of the City of Fernley, staff would recommend that updates to the Comprehensive Plan occur every five to seven years. NRS allows for amendments to the Master Plan a maximum of four times a year, which would allow the City of Fernley to modify the document as needed. This ongoing maintenance may push any large-scale re-writes out to potentially ten years.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 278.150 - 278.235

[Fernley Comprehensive Plan](#)

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 17, 2024

REPORT TO: Fernley Planning Commission

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding a tentative subdivision map application (TSM23003) from KLS Planning & Design Group on behalf of Schell Creek Construction to create 41 single-family detached lots on a site ±9.23-acres in size and generally located near the intersection of Canal Way and Silver Way (APN: 021-191-08). This parcel is zoned Single-Family Residential, 6,000 square-foot minimum lot size (SF6) and the land use designation of Fernley's Comprehensive Plan is Single-Family Residential (SFR).

AGENDA ITEM BRIEF:

The applicant is proposing 41 lots as Phase 7 of the already-established Green Valley Ranch neighborhood.

RECOMMENDED MOTION:

Approval

"I move to approve the tentative subdivision map for Green Valley Ranch Phase 7 associated with TSM23003 based on approval criteria 1 through 11 and the facts supporting these criteria as set forth in the staff report. I further move to adopt conditions of approval 1 through 21 as listed in the staff report."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Denial

"Based on information received in written materials and at the public hearings on this matter, I move to deny

the tentative subdivision map for Green Valley Ranch Phase 7 associated with TSM23003. I cannot approve this tentative subdivision map because I have determined the proposed changes are detrimental to the public's health, safety, and general welfare, and am unable to make the following required findings:"

"This project does not fulfill approval criterion _____ because _____."

(Repeat for each applicable criterion.)

Note

Though no further language has been provided, all motions consistent with Fernley City Council rules of procedure are appropriate.

BACKGROUND:

The applicant is currently making great progress in building phases 4 and 5. They are further working on the civil improvements and other criteria needed before they may record the final subdivision map for Green Valley Ranch Phase 6.

APPROVAL CRITERIA:

Recommendations and decisions on tentative maps shall be based on consideration of all the following criteria:

1. Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal;

Condition of approval 9 is intended to keep dust erosion from polluting the air. No other significant source of air pollution was identified. To ensure compliance with environmental and health laws and regulations concerning solid waste disposal, staff added condition of approval 19, which requires proof that Waste Management intends to provide solid waste disposal for the community.

Water and sewer services will be provided by City of Fernley. To ensure City of Fernley systems maintain compliance with applicable regulations once the project is developed, staff included conditions of approval 8, 14, 16-17, & 20. The developer must conduct water and sewer modeling to determine if adequate public facilities are in place. If adequate facilities are not in place, the developer will construct them in addition to all infrastructure within the development itself. The developer will grant easements so that City of Fernley may maintain the water and sewer infrastructure once built. Finally, the developer is responsible for constructing all necessary storm water treatment and drainage structures.

2. Availability of water that meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;

Each of the 41 single-family parcels requires 1.12 acre-feet of surface water to be dedicated to City of Fernley to provide municipal services, for a total of 45.92 acre-feet. Should the applicant instead provide groundwater rights, which is a rare occurrence, the City Engineer will make the appropriate calculation based on lot size and number of lots. The applicant has indicated they have sufficient water rights for the proposed tentative subdivision map.

Additionally, in accordance with Fernley Municipal Code Section §32.09.035, the applicant shall dedicate to the city, as a condition precedent to approval of a final subdivision map, the surface water or groundwater rights reasonably necessary to ensure an adequate water supply to serve all parcels or lots within the project. Staff added condition 15 to make the need for dedication of water rights very clear. If the applicant is unable to dedicate the appropriate amount of water rights, their final subdivision map will not be approved by City of Fernley.

3. Availability and accessibility of utilities;

All water, sewer, and other public utilities are known to be available through connections to the existing Green Valley Ranch neighborhood.

4. Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks;

This tentative map was forwarded to Lyon County School Board in accordance with NRS §278.346; the board did not indicate a school site is needed within the area. This subdivision is infill development located within areas already served by Lyon County Sheriff's Department and the North Lyon County Fire Protection District.

The question of automobile transportation is addressed by condition 18, which requires the streets to be built out prior to submitting the final map application. The submitted traffic generation letter did not identify the need for any additional improvements to existing public streets and highways. All streets within the subdivision are required to have sidewalks, which will allow pedestrian access.

The need for recreation facilities and parks is specifically addressed by condition 21 regarding residential construction tax. Given the current market rate of single-family homes in City of Fernley, the developer will be required to pay \$1,000 per dwelling unit in residential construction tax. This residential construction tax is to be reserved solely for providing recreation facilities and parks to the citizens of this neighborhood.

5. Consistency with the zoning district regulations;

The tentative map conforms with zoning district regulations. This parcel is zoned SF6 (Single-Family Residential, 6,000 square foot minimum lot size). As mapped, the proposed new parcels meet all requirements of the SF6 zone, to include:

- 6,000 square-foot minimum lot size
- 35' minimum lot frontage
- 60' minimum lot width
- 65' minimum corner lot width.

6. Conformity with the master streets and highways plan;

Staff verified that this development complies with the "City of Fernley Transportation Master Plan" of July 2020.

7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;

The proposed subdivision is only expected to generate an additional 530 daily trips, with 39 occurring during peak AM hours and 53 occurring during peak PM hours. This estimate was prepared for the originally planned 56 single-family homes of this phase. Because the number of homes was reduced from 56 to 41 by a shift in the Truckee canal, that estimate will also be reduced. At either number of homes, this is well below the threshold required to do a full traffic study. No improvements of existing streets are necessary.

8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties;

As part of their submission, the developer provided a preliminary technical drainage and geotechnical report. Staff screened recommendations from these reports and found no items of concern.

9. Recommendations and comments of review bodies;

There are no outstanding comments from review bodies. The only comment received was from TCID/BOR regarding their need to obtain a rear portion of the parcel due to the canal shifting slightly after the lining project. The applicant and the relevant agencies have since resolved this issue. Condition 5 specifically requires documentation from TCID and/or BOR that they have reviewed and accepted this tentative subdivision map. Staff will require a TCID certificate on the final map to ensure TCID's acceptance.

10. Conformity to the master sewer and water utility plan;

This project conforms to both the master sewer and water utility plan. Because it is infill development, it will be connected to existing water and sewer lines. Aside from internal infrastructure needed to distribute utilities to each parcel, no additional city utility infrastructure has been identified as needed at this time.

11. Compliance with this Code and all other applicable regulations.

Planning and Engineering staff actively screened all requirements in Fernley Municipal Code and jointly determined there are no compliance issues.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

[Nevada Revised Statutes \(NRS\), Chapter 278](#) - Planning and Zoning

[Fernley Municipal Code \(FMC\), Title 32](#) - Development Code

[City of Fernley Comprehensive Master Plan](#)

Specific

[NRS §278.330-278.353](#) - Subdivision of Land: Tentative Maps

[FMC §32.03.060\(f\)\(1\)](#) - Tentative subdivision maps

[FMC §32.06.070](#) - Residential - Single-family (SF20, SF12, SF9, SF6)

[FMC §32.09](#) - Development Standards

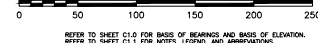
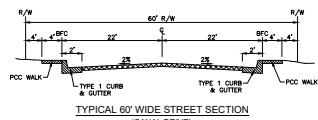
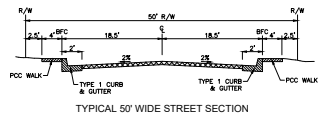
Note: City of Fernley does not guarantee the operation or applicability of the provided links beyond the July 17, 2024, City Council meeting.

FINANCIAL IMPLICATIONS:

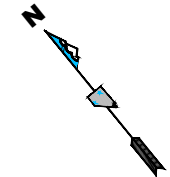
N/A

ATTACHMENTS:

1. TSM23003 Site Plan
2. TSM23003 Applicant Narrative
3. TSM23003 Traffic Letter
4. TSM23003 Conditions of Approval



REFER TO SHEET C1.0 FOR BASIS OF BEARINGS AND BASIS OF ELEVATION.
REFER TO SHEET C1.1 FOR NOTES, LEGEND, AND ABBREVIATIONS.



PROJECT DATA:

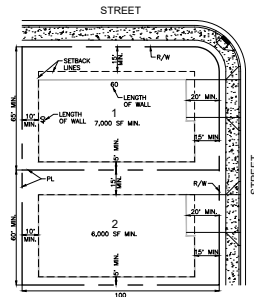
EXISTING APRN 021-191-08
EXISTING PROJECT AREA: 11.29 AC
AREA TO BE ACQUIRED BY USBR: 2.06 AC
TOTAL PROJECT AREA: 9.23 AC
TOTAL LOT AREA: 8.49 AC
TOTAL REMAINING PARCELS (PARCELS A & B) AREA: 0.29 AC
TOTAL ROW AREA: 2.45 AC
TOTAL LOTS: 41
GROSS DENSITY: 4.44 LOTS/AC
NET DENSITY: 6.32 LOTS/AC
ZONING: SPS

EASEMENT NOTES:

1. TEMPORARY PUBLIC ACCESS AND UTILITY FACILITIES EASEMENT (DOC #110022) GRANTS THE GRANTEE TO CONSTRUCT, ALTER, MAINTAIN, REPAIR, RECONSTRUCT, AND OPERATE PUBLICLY OWNED UTILITY FACILITIES UPON RECDITION OF A PUBLIC RECORDING OF THIS EASEMENT. THIS EASEMENT IS AUTOMATICALLY TERMINATED.
2. TEMPORARY SLOPE AND CONSTRUCTION EASEMENT (DOC #110022) GRANTS THE GRANTEE TO CONSTRUCT, ALTER, MAINTAIN, REPAIR, RECONSTRUCT, AND OPERATE PUBLICLY OWNED UTILITY FACILITIES UPON RECDITION OF A PUBLIC RECORDING OF THIS EASEMENT. THIS EASEMENT IS AUTOMATICALLY TERMINATED.

SITE PLAN KEYNOTES:

1. PROP. TYPE 1 POC CURB AND GUTTER
2. PROP. 4' WIDE SIDEWALK
3. PROP. DRIVEWAY APPROX.
4. PROP. PAVED MAINTENANCE ACCESS ROAD
5. PROP. STOP SIGN WITH STREET NAME SIGN
6. PROP. PEDESTRIAN RAMP FOR THE DISABLED
7. PROP. THE INTO EXISTING SIDEWALK
8. PROP. SIDEWALK CROSS DRAIN TO SERVE AS EMERGENCY OVERFLOW
9. PROP. PERMETER FENCING AROUND RETENTION BASIN PARCEL W/ VEHICLE GATE
10. PROP. POINT OF CONNECTION TO EXISTING AC PAVING



SETBACK DIAGRAM
NOT TO SCALE



REV.	DATE	DESCRIPTION	BY	APPD.

TENTATIVE MAP FOR
GREEN VALLEY RANCH PHASE 7
PRELIMINARY SITE PLAN

NEVADA

YON COUNTY

FERNLEY

JOB NO: 31224

DRAWN BY: csmcneil

DESIGNED BY: CM

CHECKED BY: CH

SCALE

HORZ: 1"=50'

VERT: N/A

APPROVED BY: COLIN B. HAYES

Exp. 6-30-25

CIVIL

Professional Seal No. 14167

4824

SHEET TOTAL

Green Valley Ranch - Phase 7

Application to City of Fernley for a:

Tentative Subdivision Map

Prepared by:



John F. Krmpotic, AICP
KLS Planning & Design Group
201 W. Liberty Street, Suite 300
Reno, NV 89501



Colin Hayes, P.E.
General Manager of Development
Summit Engineering Corporation
5405 Mae Anne Avenue
Reno, NV 89523

Prepared for:

Gerald H (Jerry) Ricci
PO Box 2258
Fernley, NV 89408

December 19, 2023
Revised on April 11, 2024

Project Request

This application is for a **Tentative Subdivision Map** for the creation of 41 single-family lots.

Project Location

The site is located along Canal Drive near the intersection with Silver Way, northwest of Green Valley Ranch Phase 6. The site is on one parcel totaling 11.29 acres of which 9.23 acres (APN: 021-191-08) is the project area, 2.06 acres to be acquired by U.S BOR. The site is currently vacant.



Figure 1 – Vicinity Map

Land Use and Zoning

The site land use is Single Family Residential (SFR). The zoning is Single Family (SF-6), which guide the development standards of the proposed subdivision. Both land use and zoning are to remain as existing. (See Figures 2 and 3 below).

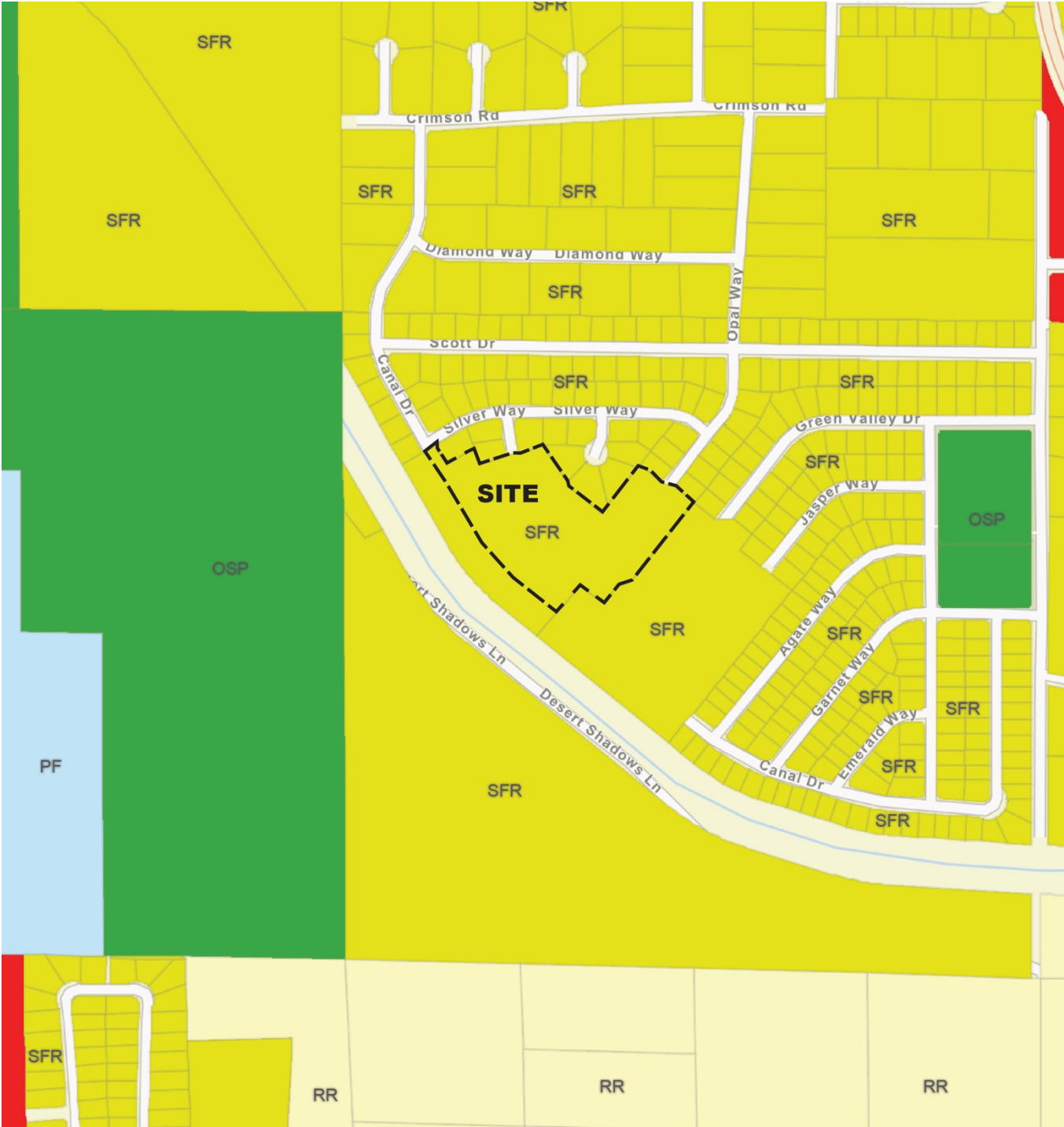


Figure 2 – Fernley Master Plan Land Use



Figure 3 – City of Fernley Zoning Map

Project Description

The 9.23-acre project area will contain 41 single family lots. See Project Data and Development Standards below. Landscape Plan shown in Figure 4 on page 5.

Project Data

Total Project Area	9.23 ac
Total Lot Area	6.49 ac
Total Remaining Parcels (Parcels A & B)* Area	0.29 ac
Total ROW Area	2.45 ac
Area to be acquired by U.S. BOR	2.06 ac
Total Lots	41
Gross Density	4.44 lots/ac
Net Density	6.32 lots/ac
Zoning	SF-6

*Parcels A & B dedicated to City of Fernley to be used as retention basins.

Fernley SF-6 Development Standards

Minimum Setbacks	
Front (Livable Space or Side Load Garage)	15 Ft
Front (Garage/Carport)	20 Ft
Side	5 Ft
Side Combined	20 Ft
Exterior Side	10 Ft
Rear	10 Ft
Minimum Lot Size	6,000 SF
Maximum Lot Coverage	50%
Minimum Lot Frontage	35 Ft
Minimum Width	60 Ft
Minimum Lot Width (Corner Lot)	65 Ft
Maximum Density	7.2 DU/Acre
Maximum Height (Residential)	35 Ft
Minimum Driveway Length (To Front of Garage Door)	20 Ft

Legal Access

This Phase 7 of Green Valley Ranch is an infill project with legal access as determined by the following means of access.

Canal Drive is a 60' R-O-W public street and Turquoise Way is a 50' R-O-W public street both abutting the project on the west border. These two streets provide physical street stubs to this phase of the project.

Similarly, Canal Drive is abutting the east border of the project in an approved Final Map for Green Valley Ranch (Phase 6). That segment of Canal Drive is not constructed but provides a legal access point following construction and dedication of the public street for Phase 6.

Opal Way is a 50' R-O-W public street abutting the project on the north border and provides a 3rd public access street connection to this phase. This street provides an access stub to this phase of the project. These 3 public streets provide proven legal access to this project.



Figure 4 – Preliminary Landscape Plan



South end of site, looking west



North end of site, looking west



North end of site, looking south



North end of site, looking east



South end of site, looking north



West end of site, looking east

Figure 5 – Site Photos



October 26, 2023

Jerry Ricci
Managing Member
Verdona, LLC.
P.O. Box 2258
Fernley, NV 89408

Green Valley Ranch Phase 7 Trip Generation

This letter has been prepared to provide trip generation calculations for a proposed residential development located on Resource Drive within the APN 021-191-08 in Fernley, Nevada. The development will consist of 56 single-family residential houses. The existing site is undeveloped. A site plan is provided in **Attachment A**. The following section describe the anticipated trip generation for the residential development.

SINGLE-FAMILY RESIDENTIAL TRIP GENERATION

For purposes of estimating the new vehicle trips that are anticipated to be generated by the proposed residential development, the ITE Trip Generation Manual, 11th Edition was used. The Trip Generation Manual has a land use titled “Single-Family Detached Housing” which defines it as a housing site that “includes any single-family detached home on an individual lot”. Within the Trip Generation Manual, “Single-Family Detached Housing” is designated by ITE Trip Generation Land Use Code 210.

According to the trip generation equations for “Single-Family Detached Housing”, the proposed development is expected to generate 39 AM peak hour trips and 53 PM peak hour trips based on a total of 56 single-family homes. The estimated daily trips total is 530 vehicles per day. As such, it is estimated that 83% of trips will occur outside of both the AM and PM peak hours.

The calculations are provided in **Attachment B**, and the resulting trip generation is summarized in **Table 1** for the residential development.

Table 1 – ITE Trip Generation Estimate

ITE Code	Land Use	Size (Units)	AM Peak Hour Trips	PM Peak Hour Trips	Daily Trips
210	Single-Family Detached Housing	56 Dwelling Units	39	53	530
Total			39	53	530

Source: ITE Trip Generation Manual, 11th Edition

Please contact me at 775-200-1981 or david.giacomin@kimley-horn.com should you have any questions regarding this analysis.

Sincerely,



David Giacomini, P.E., PTOE, RSP₁
Project Engineer



Attachments

Attachment A – Site Plan

Attachment B – Trip Generation Calculations

Attachment A
Site Plan

Attachment B
Trip Generation Calculations

Project Green Valley Ranch Phase 7

Kimley»Horn

Trip generation for Single-Family Detached Housing

Designed by AKT

Date October 16, 2023

Job No. 192401000

Checked by DJG

Date October 16, 2023

Sheet No. 1 of 1

TRIP GENERATION MANUAL TECHNIQUES

ITE Trip Generation 11th Edition, Average Rate Equations

Land Use Code - 210 Single-Family Detached Housing
Land Use Sub Category
Setting/Location General Urban/Suburban
Independent Variable - Dwelling Unit(s)
Number of Units (X) - 56

T = Trip Ends

Peak Hour: Weekday, Adjacent Street Traffic

One Hour Between 7 and 9 AM

Average Rate

$T = (X) \times 0.7$

T = 39

Trip Ends Per Dwelling Unit(s)
Trip Ends

Directional Distribution:

26% Entering 74% Exiting
10 Entering 29 Exiting

Peak Hour: Weekday, Adjacent Street Traffic

One Hour Between 4 and 6 PM

Average Rate

$T = (X) \times 0.94$

T = 53

Trip Ends Per Dwelling Unit(s)
Trip Ends

Directional Distribution:

63% Entering 37% Exiting
33 Entering 20 Exiting

Daily Weekday

Average Rate

$T = (X) \times 9.43$

T = 530

Trip Ends Per Dwelling Unit(s)
Trip Ends

Directional Distribution:

50% Entering 50% Exiting
265 Entering 265 Exiting

Non-Pass-By Trip Percentage

AM Peak 100%
PM Peak 100%

Non-Pass-By Trip Volumes

AM Peak 10 Entering 29 Exiting
PM Peak 33 Entering 20 Exiting

Note: Rounding may occur in calculations

Conditions of Approval for TSM23003

Tentative Subdivision Map

SCOPE AND DURATION OF APPROVAL

1. APPROVAL:

THE TENTATIVE SUBDIVISION MAP IS APPROVED AS SUBMITTED AND CONDITIONED. ANY SUBSTANTIVE CHANGE SHALL REQUIRE A NEW SUBMITTAL OF A TENTATIVE SUBDIVISION MAP.

2. PROJECT DESCRIPTION:

THE PROJECT APPROVAL IS LIMITED TO RESIDENTIAL SINGLE-FAMILY DEVELOPMENT WITH A MAXIMUM OF 41 DETACHED SINGLE-FAMILY LOTS ON A ±9.23-ACRE SECTION OF THE ±11.29-ACRE PARCEL GENERALLY LOCATED NEAR THE INTERSECTION OF CANAL DRIVE AND SILVER WAY (CURRENT APN: 021-191-08).

3. EXPIRATION DATE:

THE TENTATIVE SUBDIVISION MAP APPROVAL SHALL EXPIRE WITHIN FOUR YEARS OF THE DATE OF CITY COUNCIL APPROVAL, UNLESS THE FINAL PARCEL MAP HAS BEEN RECORDED IN ACCORDANCE WITH NEVADA REVISED STATUTES (NRS) 278.360.

4. GOVERNING DOCUMENTS:

ALL CITY OF FERNLEY MUNICIPAL CODE (FMC) OR DEVELOPMENT CODE REFERENCES HEREIN PERTAIN TO THE VERSION OF THE CODE ESTABLISHED BY ORDINANCE NUMBER 2023-008, UNLESS OTHERWISE NOTED. THE DEVELOPER MUST COMPLY WITH ALL DESIGN STANDARDS AND REGULATIONS AS SET FORTH IN FMC. THE DEVELOPER MAY SUBSTITUTE REQUIREMENTS ESTABLISHED IN FUTURE FMC UPDATES, IF APPROVED BY THE ADMINISTRATOR.

THE DEVELOPER SHALL ALSO COMPLY WITH ALL STANDARDS FOUND WITHIN "CITY OF FERNLEY DEPARTMENT OF PUBLIC WORKS DESIGN STANDARDS & REVIEW GUIDELINES" AS UPDATED MARCH 2024, "CITY OF FERNLEY STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION" AS UPDATED JULY 2022, AND "CITY OF FERNLEY COMPREHENSIVE MASTER PLAN" AS UPDATED APRIL 2024.

REGULATORY AGENCIES

5. TRUCKEE CARSON IRRIGATION DISTRICT (TCID) AND BUREAU OF RECLAMATION (BOR):

CITY OF FERNLEY PROVIDED A COPY OF THIS TENTATIVE MAP TO TCID. TCID INDICATED THAT THIS PROPERTY IS WITHIN THEIR DISTRICT AND REQUIRES SUBMISSION OF AN APPLICATION REGARDING THIS MAP WITH BOTH TCID AND BOR. THE DEVELOPER SHALL PROVIDE DOCUMENTATION FROM TCID AND BOR THAT THEY HAVE REVIEWED AND ACCEPTED THIS TENTATIVE PARCEL MAP. FULFILLMENT OF THIS CONDITION IS SUBJECT TO APPROVAL OF THE ADMINISTRATOR.

6. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

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

7. FEDERAL, STATE, AND LOCAL AGENCIES:

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

Conditions of Approval for TSM23003

Tentative Subdivision Map

REQUIREMENTS FOR GRADING AND CIVIL PERMITS

8. WATER AND SEWER SYSTEM MODELING:

ADEQUACY OF SEWAGE COLLECTION AND/OR TREATMENT IS SUBJECT TO THE APPROVAL OF THE PUBLIC WORKS DIRECTOR. FURTHER, THE ADMINISTRATOR SHALL DETERMINE WHETHER ADEQUATE PUBLIC FACILITIES ARE IN PLACE OR CAN BE CONSTRUCTED CONCURRENTLY WITH THE DEVELOPMENT PROJECT PRIOR TO THE APPROVAL OF A DEVELOPMENT PROJECT.

TO ENSURE THE PUBLIC WORKS DIRECTOR, ADMINISTRATOR, AND OTHER RELEVANT PARTIES HAVE THE INFORMATION REQUIRED FOR THESE APPROVALS, THE DEVELOPER SHALL COMPLETE WATER AND SEWER MODELING FOR THE PROJECT PRIOR TO ISSUE OF A CIVIL IMPROVEMENT PERMIT.

9. GRADING PERMIT:

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

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

REQUIREMENTS DURING CONSTRUCTION PHASE

10. CONSTRUCTION DEBRIS:

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

11. CONSTRUCTION HOURS:

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

12. PROJECT CONTACT:

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

REQUIREMENTS FOR FINAL MAP

13. FINAL SUBDIVISION MAP PHASING:

IF THE FINAL SUBDIVISION MAP IS PHASED, EACH MAP PHASE SUBMITTED MUST BE DESIGNED TO MEET THE PUBLIC FACILITIES AND IMPROVEMENT STANDARDS AND BE ABLE TO OPERATE INDEPENDENTLY AND AS PART OF THE OVERALL DESIGN. A PHASING PLAN SHOULD BE SUBMITTED WITH PHASE ONE. CHANGES TO THE PHASING PLAN WILL REQUIRE REVIEW AND APPROVAL BY THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR, PRIOR TO IMPLEMENTATION.

Conditions of Approval for TSM23003

Tentative Subdivision Map

14. IMPROVEMENT PLANS:

PRIOR TO SUBMITTAL OF ANY FINAL SUBDIVISION MAP APPLICATION, THE ASSOCIATED CIVIL IMPROVEMENT PLANS SHALL BE SUBMITTED AND APPROVED BY THE CITY ENGINEER.

15. WATER RIGHTS:

PRIOR TO SUBMITTING A FINAL SUBDIVISION MAP APPLICATION, IN ORDER TO BE SERVED BY THE CITY'S MUNICIPAL WATER SYSTEM, THE DEVELOPER SHALL DEDICATE THE APPROPRIATE AMOUNT OF WATER RIGHTS—AS CALCULATED BY THE CITY ENGINEER—AND RECEIVE A WILL-SERVE FROM CITY COUNCIL. SHOULD THE PROJECT BE CONSTRUCTED IN PHASES, THESE REQUIREMENTS MAY BE CALCULATED ON A PER-PHASE BASIS. THIS REQUIREMENT IS SUBJECT TO APPROVAL OF THE ADMISTRATOR, THE CITY ENGINEER, AND THE PUBLIC WORKS DIRECTOR.

16. UTILITY EASEMENTS:

THE DEVELOPER SHALL PROVIDE EASEMENTS TO CITY OF FERNLEY FOR MAINTENANCE OF ALL PUBLIC INFRASTRUCTURE INSTALLED ON PRIVATE PROPERTY. THE EASEMENTS SHALL INCLUDE CITY OF FERNLEY'S STANDARD EASEMENT LANGUAGE—SUBJECT TO APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR—AND SHALL BE RECORDED ALONG WITH THE FINAL SUBDIVISION MAP.

17. WATER AND SEWER:

THE DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTING ALL IMPROVEMENTS DEEMED NECESSARY TO SERVE THE PROJECT, AS IDENTIFIED IN THE APPROVED WATER AND SEWER MODELING REPORTS, SUBJECT TO APPROVAL OF THE CITY ENGINEER, PRIOR TO RECORDING A FINAL SUBDIVISION MAP.

THE DEVELOPER SHALL COMPLY WITH FMC REGARDING THE SANITARY SEWER AND WATER SYSTEMS, INCLUDING ASSOCIATED CONNECTION FEES, PRIOR TO ISSUING A PERMIT FOR THE CIVIL IMPROVEMENTS FOR THIS PROJECT.

18. STREETS AND SIGNAGE:

STREET IDENTIFICATION SIGNS MUST BE IN PLACE AND STREETS WITHIN THE SUBDIVISION MUST BE COMPLETE, TO THE APPROVAL OF THE CITY ENGINEER AND FIRE CHIEF, PRIOR TO SUBMITTING THE FINAL MAP APPLICATION.

19. WASTE MANAGEMENT:

THE DEVELOPER SHALL PROVIDE A WILL-SERVE FROM WASTE MANAGEMENT, SUBJECT TO APPROVAL OF THE ADMINISTRATOR, PRIOR TO RECORDING ANY FINAL SUBDIVISION MAP.

REQUIREMENTS FOR BUILDING PERMIT

20. STORM WATER TREATMENT AND DRAINAGE:

THE DEVELOPER SHALL UTILIZE STRUCTURAL CONTROLS FOR THE TREATMENT OF STORM WATER RUNOFF, IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES. DRAINAGE CONVEYANCE FACILITIES AND OTHER IMPROVEMENTS MUST BE CONSTRUCTED, FUNCTIONAL, AND DEDICATED TO CITY OF FERNLEY PRIOR TO SUBMITTAL OF THE FIRST BUILDING PERMIT APPLICATION.

ALL INTERNAL STORM DRAIN INFRASTRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH PUBLIC WORKS DESIGN STANDARDS. DESIGN AND CONSTRUCTION OF ALL DRAINAGE CONVEYANCE FACILITIES ARE SUBJECT TO APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

21. RESIDENTIAL CONSTRUCTION TAX:

THE DEVELOPER SHALL PAY ONE PERCENT OF THE VALUATION OF EACH RESIDENTIAL DWELLING UNIT BUILDING PERMIT BASED ON THE CITY'S VALUATION DATA TABLE, OR \$1,000.00 PER DWELLING UNIT, WHICHEVER IS LESS, PRIOR TO ISSUE OF EACH RESIDENTIAL BUILDING PERMIT.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: July 17, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Robert Carson, Finance Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

Water and Sewer Enterprise Fund

ACTION REQUESTED: Resolution

AGENDA ITEM:

(For possible action) Discussion and Possible Action on a resolution authorizing the City Treasurer/Finance Director of the City of Fernley to arrange for the sale of general obligation (limited tax) water refunding bonds (additionally secured by pledged revenues) in an aggregate principal amount not to exceed \$30,000,000; and providing other details in connection therewith.

AGENDA ITEM BRIEF:

Introduction of Resolution

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

To not approve the ordinance.

BACKGROUND:

Council may authorize the issuance of refunding bonds to refund, pay and discharge all or any part of the 2015

Series outstanding bonds for the purpose of reducing interest costs or effecting other economies.

Staff recommends that City Council approve the resolution authorizing the issuance of the City of Fernley, Nevada, General Obligation (Limited Tax) Water and Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), in the aggregate principal amount not to exceed \$30,000,000; providing the form, terms and conditions thereof and covenants relating to the payment of the Bonds; and providing for adoption of the ordinance as if an emergency exists.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS Chapter 268, including 268.672 through 268.740, and NRS Chapter 350 including 350.500 through 350.720

FINANCIAL IMPLICATIONS:

Savings of water and sewer interest costs of approximately \$800,000

ATTACHMENTS:

1. Sale Resolution (58936649v2)
2. FERN Council presentation 071724

Summary - a resolution authorizing the City Treasurer/Finance Director to arrange for the sale of general obligation (limited tax) water refunding bonds (additionally secured by pledged revenues).

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TREASURER/FINANCE DIRECTOR OF THE CITY OF FERNLEY TO ARRANGE FOR THE SALE OF GENERAL OBLIGATION (LIMITED TAX) WATER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City Council (the “Council”) of the City of Fernley, Nevada (the “City,” and the “State”, respectively), proposes to issue general obligation (limited tax) water refunding bonds (additionally secured by pledged revenues) in an aggregate principal amount not to exceed \$30,000,000 (the “Bonds”) to refund, pay and discharge all or any part of the outstanding water bonds of the City, including, without limitation, the City’s General Obligation (Limited Tax) Water Refunding Bond (Additionally Secured by Pledged Revenues), Series 2015B (the “Refunded Bonds”), for the purpose of reducing interest costs or effecting other economies, (the “Refunding Project”); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FERNLEY, NEVADA:

Section 1. This resolution shall be known and may be cited by the short title “2024 Water Refunding Bond Sale Resolution.”

Section 2. The City Treasurer/Finance Director (the “City Treasurer”) is hereby authorized to arrange for the issuance and sale of the Bonds, in one or more series, in a total principal amount necessary to effect the Refunding Project (not to exceed \$30,000,000) in accordance with NRS 350.500 to 350.720, inclusive (the “Bond Act”).

Section 3. The City Treasurer or his designee is authorized to specify the terms of the Bonds, the method of their sale, the final principal amount of the Bonds (not to exceed \$30,000,000), the terms of their repayment and security, and other details of the Bonds; and arrange for the sale of the Bonds to the State, subject to NRS 268.672 to 268.740, inclusive

(the “Project Act”), the Bond Act and ratification by the Council by the adoption of one or more bond ordinances specifying the Bond terms and details and approving their sale.

Section 4. The officers of the City are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limitation: (a) assembling of financial and other information concerning the City, the Refunding Project and the Bonds, and (b) if deemed appropriate by the City Treasurer, requesting the State to purchase the Bonds pursuant to one or more of its programs.

Section 5. The City Treasurer or his designee is hereby authorized, if he deems it appropriate, to request that the Bonds be acquired by the State’s Bond Bank. The Council hereby finds and determines that the Bonds are issued for the purpose of protecting and preserving the property and natural resources of the State and obtaining the benefits thereof.

Section 6. The City Treasurer is authorized, in the discretion of such officer, to take all necessary action to effectuate the prepayment or defeasance of all or a part of the Refunded Bonds, including, without limitation, the delivery of a conditional or unconditional notice of redemption with respect thereto.

Section 7. The City is hereby authorized to engage, be represented by and rely on the advice of JNA Consulting Group, LLC, an independent registered municipal advisor, to advise the City on the issuance of the Bonds. The Council intends that this statement constitutes the “required representation” for purposes of the “represented by an independent registered municipal advisor” exemption set forth in SEC Rule 15Ba1-1(d)(3).

Section 8. The City is hereby authorized to engage Sherman & Howard L.L.C. as bond counsel to the City in connection with the issuance of the Bonds.

Section 9. All resolutions, or part thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 11. The Council has determined, and does hereby declare, that this resolution shall be in effect immediately after its passage in accordance with law.

PASSED AND APPROVED JULY 17, 2024.

Mayor

Attest:

City Clerk

STATE OF NEVADA)
)
COUNTY OF LYON) ss.
)
CITY OF FERNLEY)

I am the duly chosen and qualified City Clerk of the City of Fernley (the “City”), and in the performance of my duties as City Clerk do hereby certify:

1. The foregoing pages are a true, correct, complete and compared copy of a resolution which was introduced, finally adopted and approved at the meeting of the City Council of the City (the “Council”) held on July 17, 2024, as recorded in the official record book of the proceedings of the City kept in my office.

2. The members of the Council were present at such meeting and voted on the passage of such resolution as follows:

Those Voting Aye:

Those Voting Nay:

Those Absent:

3. All members of the Council were given due and proper notice of such meeting.

4. Public notice of such meeting was given and such meeting was held and conducted in full compliance with the provisions of NRS 241.020. A copy of the notice of meeting is attached as Exhibit A.

5. At least three working days before such meeting, such notice was given to each member of the Council and to each person, if any, who has requested notice of meetings of the Council in accordance with the provisions of Chapter 241 of NRS.

IN WITNESS WHEREOF, I have hereunto set my hand this July 17, 2024.

City Clerk

EXHIBIT “A”

(Attach Copy of Notice of Meeting of July 17, 2024)



Proposed 2024 Water Refunding Bonds

July 17, 2024



Original Financings

- Bonds were sold in 2007 (\$50.0 Million) and 2008 (\$32.6 Million) to fund the water treatment plant and other utility system improvements
- Certain of the maturities (in bold) were sold with a provision that they could be paid off early
 - 2007 Bonds: February 1, 2017
 - 2008 Bonds: February 1, 2018

Maturity Year	2007 Bonds		2008 Bonds	
	Amount*	Coupon	Amount*	Coupon
2008				
2009	820	4.250%		
2010	860	4.125%	640	3.250%
2011	895	4.000%	660	3.250%
2012	940	4.000%	675	3.250%
2013	980	4.000%	695	3.500%
2014	1,030	4.000%	715	3.500%
2015	1,080	4.000%	740	3.625%
2016	1,135	5.000%	765	5.000%
2017	1,190	5.000%	790	5.000%
2018	1,250	5.000%	820	4.000%
2019	1,315	5.000%	850	4.000%
2020	1,380	5.000%	885	4.125%
2021	1,450	5.000%	915	4.375%
2022	1,520	5.000%	955	4.500%
2023	1,595	5.000%	995	4.500%
2024	1,675	4.125%	1,035	4.625%
2025	1,760	4.125%	1,080	4.750%
2026	1,850	4.125%	1,130	5.000%
2027	1,940	4.250%	1,175	5.000%
2028	2,040	4.250%	1,230	5.000%
2029	2,140	4.625%	1,285	5.250%
2030	2,245	4.625%	1,345	5.250%
2031	2,350	4.625%	1,405	5.250%
2032	2,460	4.625%	1,470	5.250%
2033	2,570	4.250%	1,535	5.000%
2034	2,690	4.250%	1,605	5.000%
2035	2,815	4.250%	1,680	5.000%
2036	2,945	4.250%	1,760	5.000%
2037	3,080	4.250%	1,840	5.000%
2038			1,925	5.000%

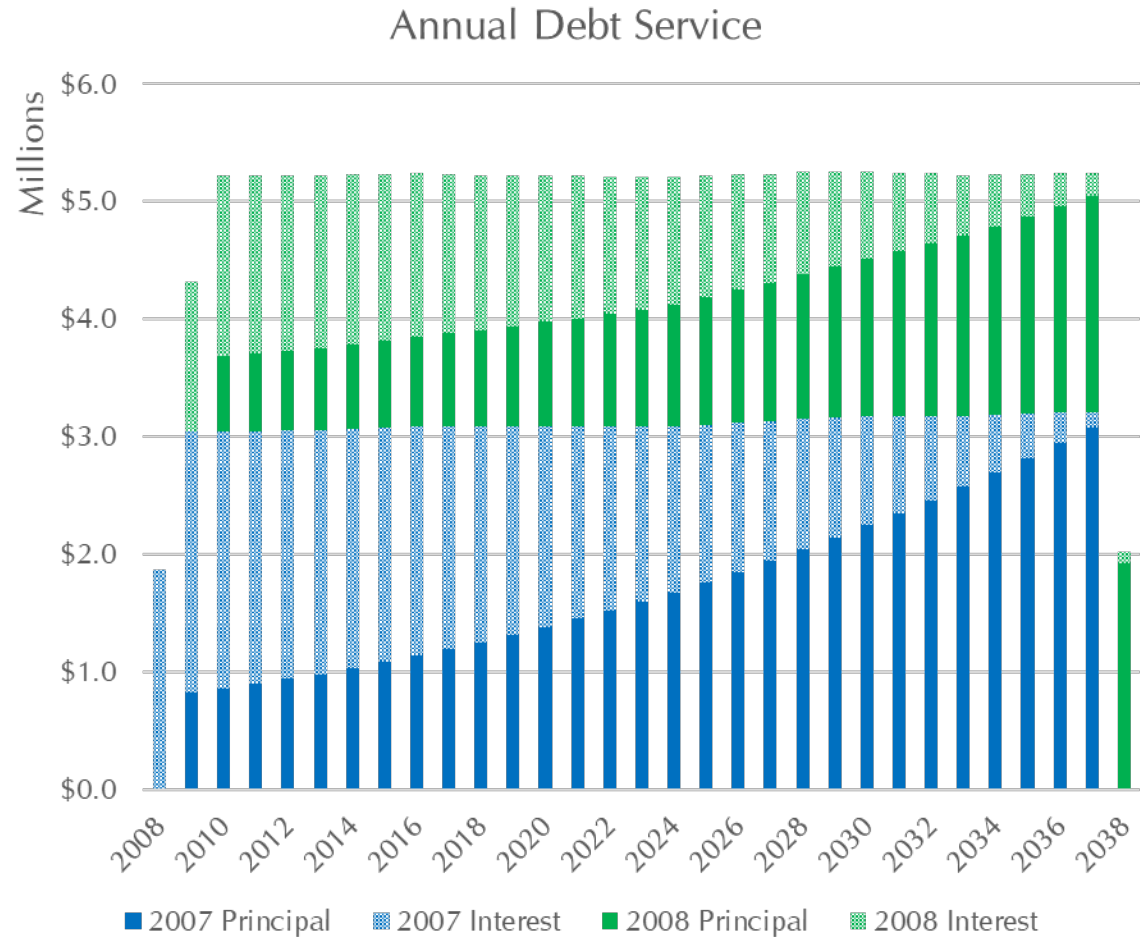
*Amounts in 000's





Original Financings

- Bonds were issued at average rates of:
 - 2007 Bonds: 4.36%
 - 2008 Bonds: 4.97%
- Annual debt service was approximately \$5.2 million after the issuance of both bond issues





Refunding Transactions

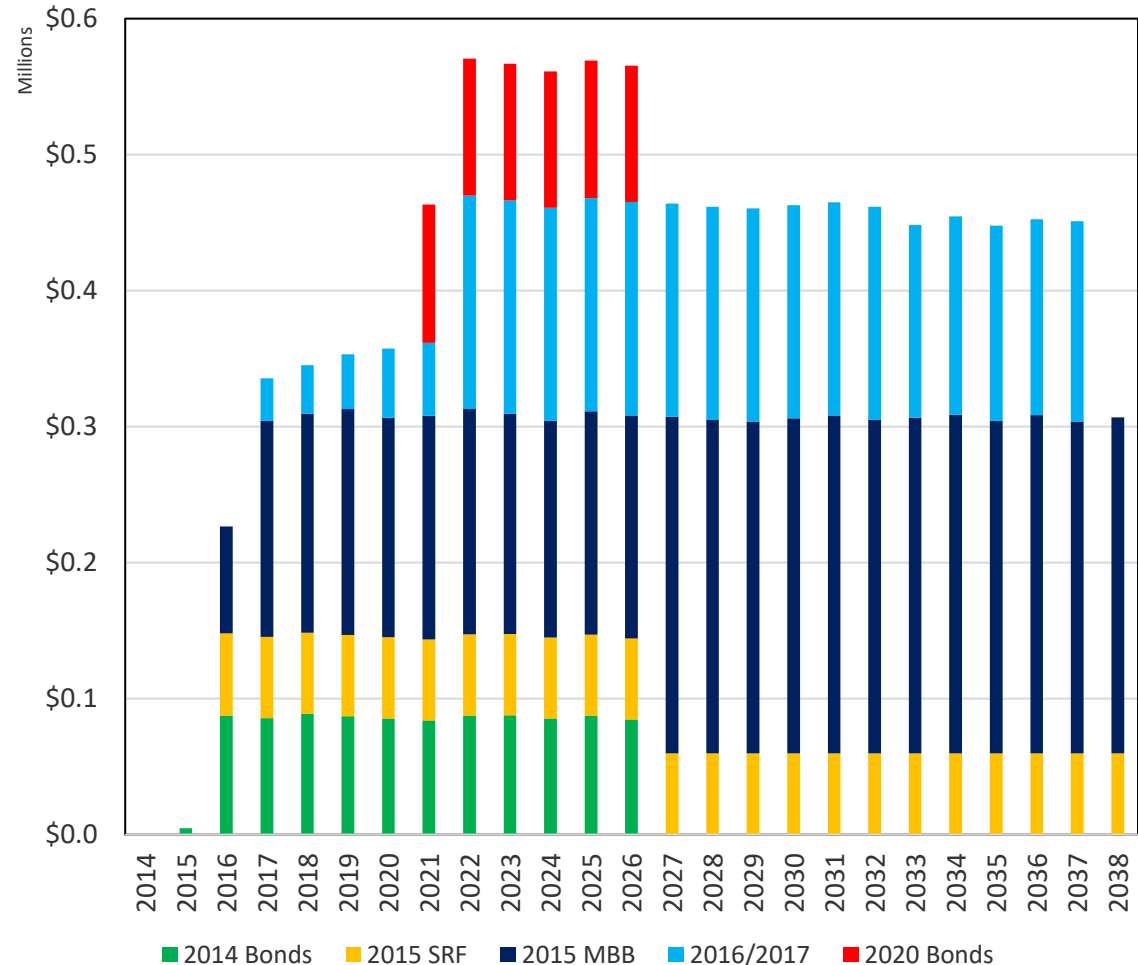
- A portion of the Original Bonds could be redeemed (paid off) early
- In a refunding transaction bond proceeds are placed in an escrow account and used to pay interest until the redemption date and the redeemed principal
- As rates dropped and opportunities arose, maturities were selected and refunded to take advantage of lower interest rates
- At times market conditions did not allow for all outstanding bonds to be refunded so specific maturities were selected to be refunded
- Ability to refinance bonds was severely restricted in December 2017
- City issued refunding bonds in 2014, 2015, 2016, 2017 and 2020





Combined Annual Savings

- Overall the various refundings resulted in total debt service reductions exceeding \$10 million
- If opportunities present themselves in the future the City can look to refinance outstanding bonds and lower debt service even further





Combined Debt Service by Issue

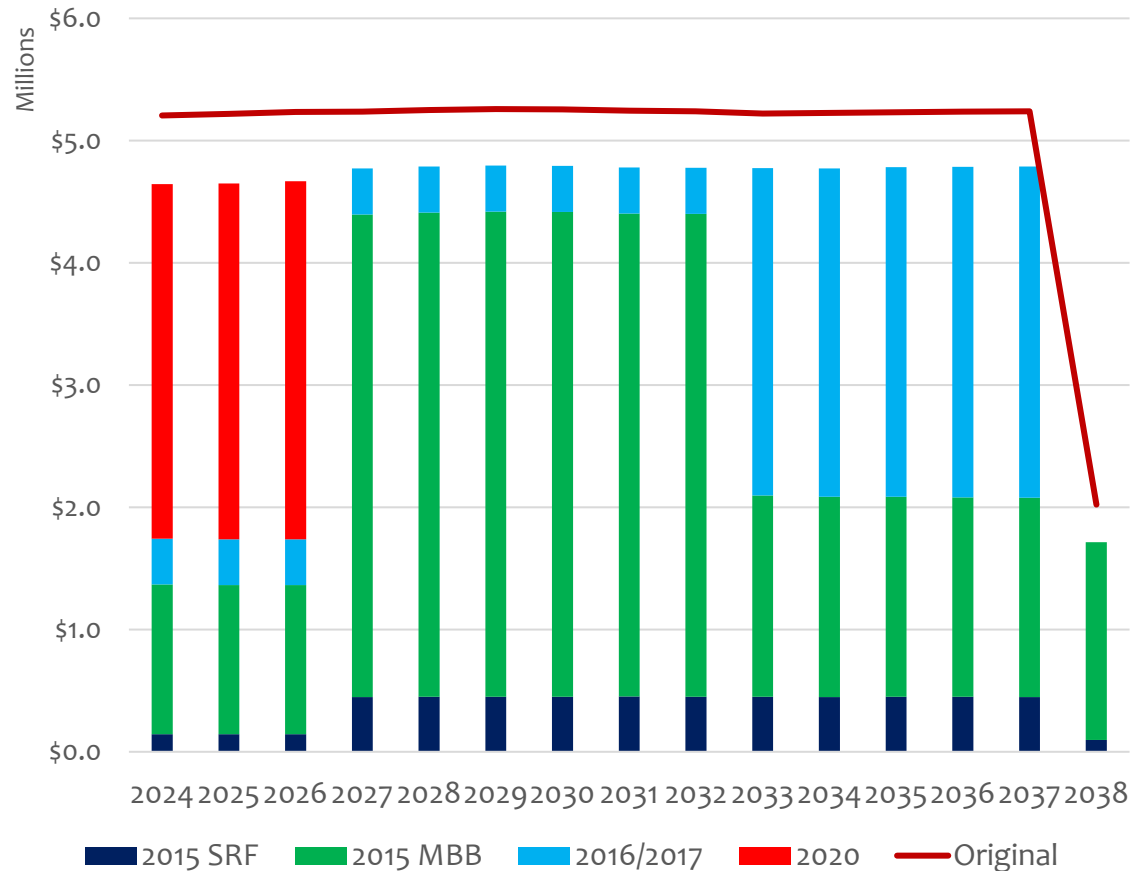
	2015 SRF Refunding Bonds		2015 MBB Refunding Bonds		2016 Refunding Bonds		2017 Refunding Bonds		2020 Refunding Bonds		All Issues Combined		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Total
2023		108,438	1,070,000	1,113,031	0	260,550	0	115,825	1,754,000	106,203	2,937,587	1,704,048	4,641,635
2024	37,436	106,214	165,000	1,059,531	0	260,550	0	115,825	2,810,000	88,137	3,012,436	1,630,257	4,642,693
2025	38,321	105,329	165,000	1,054,581	0	260,550	0	115,825	2,849,000	59,194	3,052,321	1,595,479	4,647,800
2026	39,227	104,423	170,000	1,049,631	0	260,550	0	115,825	2,898,000	29,849	3,107,227	1,560,278	4,667,505
2027	346,946	101,704	2,905,000	1,041,131	0	260,550	0	115,825	0	0	3,251,946	1,519,210	4,771,156
2028	356,518	93,495	3,065,000	895,881	0	260,550	0	115,825	0	0	3,421,518	1,365,751	4,787,269
2029	365,636	85,063	3,195,000	773,281	0	260,550	0	115,825	0	0	3,560,636	1,234,719	4,795,355
2030	373,154	76,427	3,320,000	645,481	0	260,550	0	115,825	0	0	3,693,154	1,098,283	4,791,437
2031	385,150	67,588	3,405,000	545,881	0	260,550	0	115,825	0	0	3,790,150	989,844	4,779,994
2032	391,438	58,500	3,510,000	439,475	0	260,550	0	115,825	0	0	3,901,438	874,350	4,775,788
2033	402,173	49,238	1,320,000	325,400	1,685,000	260,550	615,000	115,825	0	0	4,022,173	751,013	4,773,186
2034	408,550	39,750	1,365,000	272,600	1,735,000	214,213	640,000	95,838	0	0	4,148,550	622,400	4,770,950
2035	419,426	30,086	1,420,000	218,000	1,790,000	166,500	665,000	74,238	0	0	4,294,426	488,823	4,783,249
2036	429,668	20,169	1,470,000	161,200	1,850,000	112,800	690,000	50,963	0	0	4,439,668	345,132	4,784,800
2037	439,258	10,016	1,520,000	109,750	1,910,000	57,300	715,000	26,813	0	0	4,584,258	203,878	4,788,136
2038	96,127	1,698	1,560,000	56,550	0	0	0	0	0	0	1,656,127	58,248	1,714,375
	4,529,028	1,058,135	29,625,000	9,761,406	8,970,000	3,416,863	3,325,000	1,521,925	10,311,000	283,384	56,873,615	16,041,712	72,915,327





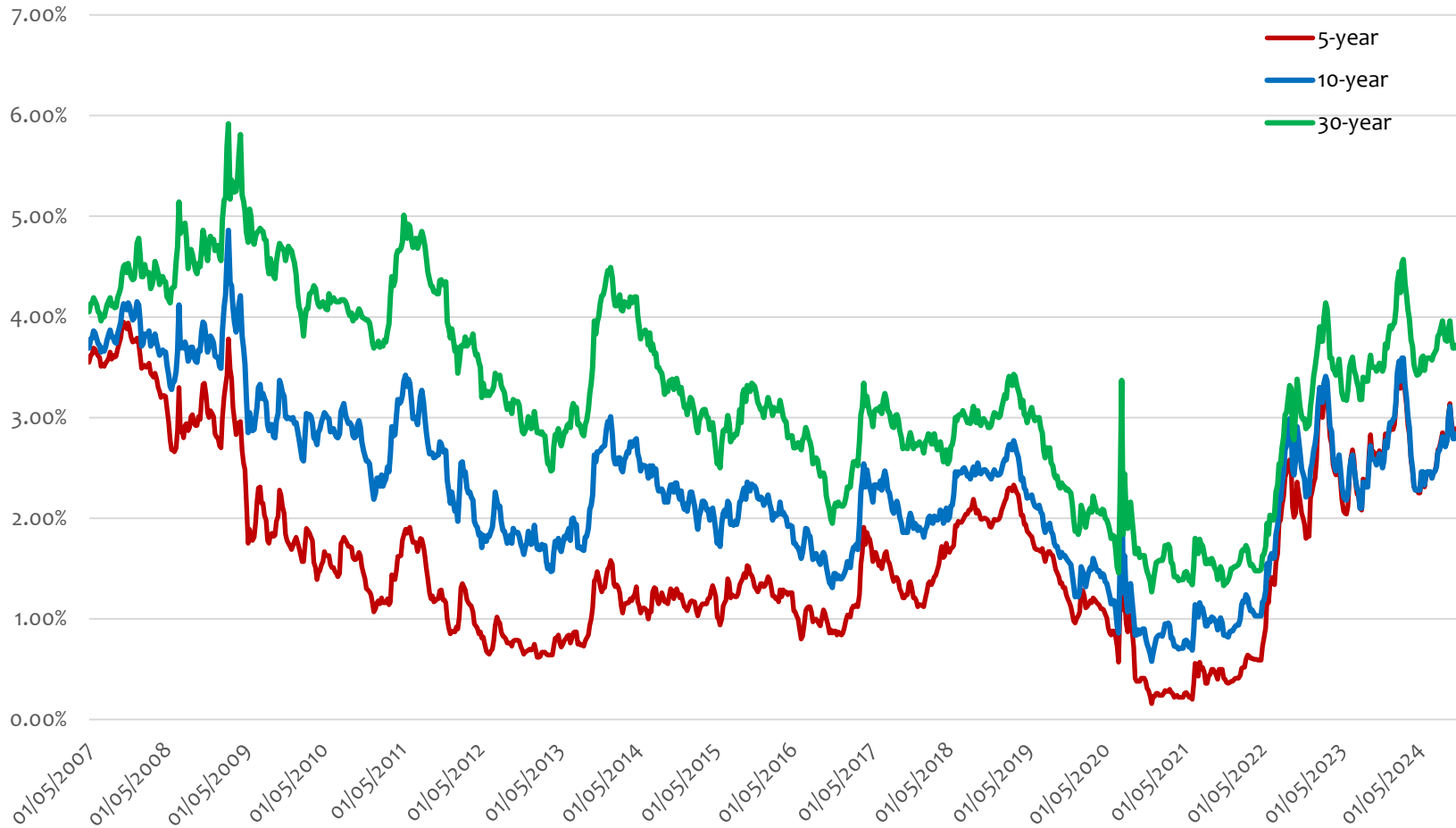
Original Bonds Revised Debt Service

- Annual debt service has dropped by ~\$500k as a result of the refundings
- The bond term was not extended
- When looked at in the aggregate, debt service remains fairly level providing predictability when setting user rates
- With the 2017 SRF loan annual debt service is ~\$4.9 million





Interest Rate History 2007-Current





2015 Bond Bank Refunding Bonds

- In 2015, a refunding was done through the State of Nevada Bond Bank for the following maturities:

Maturities Prepayable February 1, 2025

- 2007 Bonds: 2018-21, 2027-32
- 2008 Bonds: 2019-23, 2027-38
- Debt service was reduced by ~\$200,000 annually or ~\$4,663,000 over the life of bonds
- 2015 Bond Avg Coupon: 3.7%
- Callable amount: \$28,225,000
- Call date: February 1, 2025

Date	Maturity Amount	Existing Rate	Market Rate
02/01/26	\$170	5.000%	3.150%
02/01/27	2,905	5.000%	3.030%
02/01/28	3,065	4.000%	3.000%
02/01/29	3,195	4.000%	2.960%
02/01/30	3,320	3.000%	2.940%
02/01/31	3,405	3.125%	2.930%
02/01/32	3,510	3.250%	2.940%
02/01/33	1,320	4.000%	2.940%
02/01/34	1,365	4.000%	2.940%
02/01/35	1,420	4.000%	2.950%
02/01/36	1,470	3.500%	3.010%
02/01/37	1,520	3.500%	3.120%
02/01/38	1,560	3.625%	3.190%





Issue Summary

GO/Rev Refunding Bonds, Series 2024 (2015 MBB Bonds) Summary of Refunding Bonds

- Refunding bonds to be issued through State Bond Bank

- Proposed issuance in October 2024

- Estimated savings of \$850,000

- Savings are net of all costs

- Bond term not extended

Fiscal Year	2015 MBB Bonds			Proposed Refunding Bonds			Estimated Savings
	Principal	Interest	Total	Principal	Interest*	Total	
2025		524,816	524,816	0	567,708	567,708	(42,892)
2026	170,000	1,049,631	1,219,631	0	1,278,000	1,278,000	(58,369)
2027	2,905,000	1,041,131	3,946,131	2,590,000	1,278,000	3,868,000	78,131
2028	3,065,000	895,881	3,960,881	2,730,000	1,148,500	3,878,500	82,381
2029	3,195,000	773,281	3,968,281	2,875,000	1,012,000	3,887,000	81,281
2030	3,320,000	645,481	3,965,481	3,015,000	868,250	3,883,250	82,231
2031	3,405,000	545,881	3,950,881	3,155,000	717,500	3,872,500	78,381
2032	3,510,000	439,475	3,949,475	3,310,000	559,750	3,869,750	79,725
2033	1,320,000	325,400	1,645,400	1,170,000	394,250	1,564,250	81,150
2034	1,365,000	272,600	1,637,600	1,220,000	335,750	1,555,750	81,850
2035	1,420,000	218,000	1,638,000	1,285,000	274,750	1,559,750	78,250
2036	1,470,000	161,200	1,631,200	1,340,000	210,500	1,550,500	80,700
2037	1,520,000	109,750	1,629,750	1,405,000	143,500	1,548,500	81,250
2038	1,560,000	56,550	1,616,550	1,465,000	73,250	1,538,250	78,300
	28,225,000	7,059,078	35,284,078	25,560,000	8,861,708	34,421,708	862,370
Effective Rate		3.719%			3.124%		
*Includes accrued interest on 2015 Bonds to closing date used in the refunding							

Escrow Cost	28,377,957	Present Value Savings \$	652,163
Transaction Costs	328,963	Present Value Savings %	2.31%
Issue Premium	(2,884,512)		
Accrued 2015 Bond Interest	(262,408)		
Required Par Amount	25,560,000		





Schedule

- City determines desired structure (July)
- State handles disclosure, ratings, sale (Aug/Sept)
- Interest rate passed on to city (October 16th)
- New 2024 Bond replaces most of 2015 Bond at closing

Date	Action
7/17	City Council adopts sale resolution
8/8	State approves bond documents
9/18	City Council adopts bond ordinance
10/16	Bond Pricing
11/5	Bond Closing

