

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
OCTOBER 2, 2024**

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

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

1.3. Public Forum

John Reichlein, Fernley resident, thanked the Council for their work with TCID and the court. He noted that after reading the Settlement Agreement any apprehensions that stakeholders may have had during the drawn-out negotiations may or may not have been confirmed. He said that one of the preliminary recital sentences seemed to imply there is still ambivalence, quoting "whereas the parties were able to reach a tentative negotiated settlement of the litigation subject to final approval by the respective governing bodies". He hoped to have some questions addressed during the next City Council meeting on October 16th, including how the tentative agreement will affect Fernley residents, water and sewer rates, property taxes and when copies of the settlement could be found.

Becky Howlett, Fernley resident, wished Councilwoman McKay a Happy Birthday.

Tammy Dittman, Fernley resident, wished Councilwoman McKay a Happy Birthday. She stated that she is trying to figure out where the Main Street Park is because she attended a meeting where it was to be called the Art Park and asked to have 2.4 pulled from the consent agenda and be discussed.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Swanson read the new business licenses.

2.4. Possible action to approve the purchase of the ADA Restroom Facility for the Fernley Depot Amenity Building/ADA Compliant Restroom in the amount of \$231,041.32 as part of the Community Development Block Grant (CDBG).

This item was heard after the approval of the consent agenda.

Councilman Torres stated this grant was brought before council about 2 years ago as-is, with the ADA bathroom and the concession to be next to the depot. It was a CDBG Grant at the time and approved by Council to be purchased and then installed. He stated that when the employee who handled this left the City, the item was dropped by the wayside and now staff has picked up the ball. He noted that this is not a new grant or new money, but the item needed to be discussed again because Council approved the grant long ago.

Councilwoman McKay inquired what the concession was all about and stated she didn't remember discussing a concession 2 years ago.

City Manager Marchant stated that this is a single building with restrooms on one side and the concession on the other.

Public Works Director Williams stated the public asked for the concession when the grant was being applied for. The concession stand will be able to be used by the public to sell food and different types of items to the public whenever events are held there.

Motion: I MOVE TO APPROVE ITEM 2.4 POSSIBLE ACTION TO APPROVE THE PURCHASE OF THE ADA RESTROOM FACILITY FOR THE FERNLEY DEPOT AMENITY BUILDING/ADA COMPLIANT RESTROOM IN THE AMOUNT OF \$231,041.32 AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG). **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

2.5. Possible Action to award a contract with A&K Earth Movers, Inc. for Construction Services for Shadow Lane an amount of \$5,440,000.00 plus a 5% contingency.

2.6. Possible action to approve the award of the annual 2024-2025 Material Supplier Contract to Western Nevada Supply in an amount not to exceed the unit pricing listed in the attached inventory pricing list.

2.7. Possible action to approve the award of the 2024-2026 Fire Protection Maintenance and Service Contract to Johnson Controls Fire Protection LP.

2.8. Possible action to approve the award of the 2024-2026 Water Treatment Plant Residuals Solids Removal Contract to Marshall's Sanitation Service LLC in amount not to exceed \$0.39 per gallon.

2.9. Possible action to approve a contract with Shaw Engineering to Design for the proposed new Ricci Tank (2) and to prepare plans for the Re-coating of the Existing Ricci tank. The proposal is for not to exceed the amount of \$192,100.

2.10. Possible action to authorize the execution of the water rights banking and dedication agreement with Zachary and Ashleigh Harris, APN 021-111-12 TCID serial number 1021-1-E in the amount of 5.22 acre feet.

2.11. Possible Action to approve the liquor license for Big Flavors, LLC dba Fire Forno

Motion: I MOVE TO APPROVE THE CONSENT AGENDA WITH 2.4 PULLED TO DISCUSS. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

Item 2.4 was heard after the approval of the consent agenda.

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

Chief Deputy Mitch Brantingham, LCSD, wished Councilwoman McKay a happy birthday and thanked her for her donation to the Shop-With-A-Sheriff program. He stated that the LCSD launched operation October Surprise in Silver Springs and Stagecoach, in conjunction with numerous other law enforcement agencies. He noted that the operation targeted multiple marijuana growing operations connected with drug cartels in the region. The long-going investigation included over 65 law enforcement officers from multiple agencies, including the Carson City sheriff's office SWAT team, the Douglas County sheriff's office SWAT team, the Central Lyon County Fire Department, the Drug Administration Agency (DEA), Department of Homeland Security, the Nevada State Police Investigations Division, the Nevada State Police Patrol Division in the Nevada Cannabis compliance board along with Battleborn Medivac. More than 1,300 pounds of marijuana and 1,700 marijuana plants were located between the two operations; and ten people were apprehended. He remarked that there are several deputies are graduating out of the Academy and coming to the squad in Fernley.

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

City Manager Marchant congratulated RanDee Gahr and Adisen Angus for completing training and warrant preparation for animal law enforcement. He stated that the city is in the process of taking on some new technology provided by Civic Plus and Civic Gov. He congratulated Charity Birkle for the exceptional job she has done with the new system and stated appreciation for her leadership in the building department.

Mr. Marchant noted that Mr. Reichlein brought up some concerns about TCID. He stated that the TCID Board met to reach a settlement, which has been approved by both parties and that the process is now under way to dismiss the rest of the cases officially in court. He stated he will be reaching out to the Executive Director of TCID to coordinate part of the settlement agreement; he will also be meeting with the legislators; and will be working on a way to move forward to improve the relationship between the City of Fernley and TCID.

Mr. Marchant stated that the Community Response and Resource Center (CRRC) will be having a topping off party on Friday, October 4th at 2:00 pm and invited the community to celebrate the placement of the last beam on the roof. He stated that there is still time to get involved in the Spooktacular event, and to contact Jessica Murdock (775-784-9850) in the City Manager's office if interested. He invited the public to take part in the Grand Slam tournaments at the Out of Town Park this month; stating that last month Fernley 14U and 12U girls won the tournaments in their respective categories; and that there will be tournaments on October 5th and 6th and then again on October 26th and 27th. He mentioned that the events are funded and supported by the Fernley Cultural and Tourism Authority and they bring 40 teams, with their parents and families to Fernley. Lastly, he reported that early voting starts October 19th through November 1st at City Hall.

Councilman Torres stated that the NAMI Walk, which brings awareness and support to mental health, is October 12th at the Out of Town Park. He mentioned that there will be 3 or 4 food trucks and that everyone is welcomed walk during the event to help get rid of the stigma for mental health.

Councilwoman McKay thanked everyone for the birthday wishes. She stated that she received several emails about a barking dog and notify the senders that the owners had been served. She mentioned that

Jennie Carrick from the finance department received a certificate of achievement for excellence in financial reporting for the annual comprehensive report for the fiscal year ended June 30, 2023.

Councilwoman Zoberski clarified that the city doesn't fully fund the softball tournaments, that it's up to the players as well as the parents; the funding that they get from the city is purely for their advertising costs. She stated that the homecoming game is this Friday and invited the community to support the city's youth.

Mayor McIntyre stated that Councilwoman McKay had asked about the double yellow line over on Newlands Drive and streetlights at the crosswalks down Farm District Road. He confirmed that the yellow lines on Newland are correct and read the portion of law for the record. He noted that the corridor study should include the streetlights at crosswalks on Farm District Road. Mayor McIntyre also stated that Councilwoman Zoberski had asked for the slideshow presented at the School District Tenure Master Plan meeting and that he had emailed it to her.

City Treasurer Carson presented a brief summary of what is budgeted and the funding sources for the CRRRC. He also included expenditures broken down by fiscal year.

4. PROCLAMATIONS BY THE MAYOR

Mayor McIntyre read the proclamation for Domestic Violence Awareness Month.

Karen Moessner and Aimee Carpenter from the Domestic Violence Intervention program accepted the proclamation, thanked the Mayor for the proclamation and spoke briefly about the program.

5. STAFF REPORTS

5.1. Discussion and Possible Action to adopt a Cooperative Agreement with Nevada Department of Transportation through and including December 31, 2025 to complete a City Corridor Study.

Deputy City Manager Altick presented this item. She stated that \$275,000 has been budgeted for fiscal year 2024/2025 to go with the \$150,000 from NDOT that is a part of their planning grant to complete 3 corridor studies. She noted that the Cooperative Agreement aims to provide terms for the City's Corridor Studies, which includes three corridors along US-50A (Main Street and Business 80 between I-80 Exit 46 and Exit 48, including the roundabout), State Route (SR) 828 (Farm District Road), and US-95A. She stated that a Corridor Action Plan could then inform future improvements on these NDOT corridors and also serve as the basis for potential grant funding.

Motion: I MOVE TO APPROVE A COOPERATIVE AGREEMENT BETWEEN THE CITY OF FERNLEY AND THE NEVADA DEPARTMENT OF TRANSPORTATION REGARDING CORRIDOR STUDIES TO BETTER PLAN FOR AND FUND PROJECTS TO INSTALL IMPROVEMENTS. **Action:** Approved.

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

5.2. For discussion and possible action to direct staff to apply for a Recreation Trail Program – Project Planning grant for \$94,000 to fund engineering and design for a trail and amenities through Main Street Park.

Mayor McIntyre read the letter from Lowell Patton, the President of Main Street Fernley. The letter stated that Main Street Fernley saw a need to help improve the main street corridor by applying for a grant to install crosswalks across Main Street to Main Street Park. That Main Street Fernley sees the Main Street Park as an integral part of drawing attention to the main street corridor and increasing the walkability within the main street corridor. That Main Street Fernley was successful in its application and will receive \$28,000 in a reimbursable grant to install the crosswalks. It stated that there are challenges with NDOT

approving one of the crosswalks, because there isn't an accessible ramp on the eastern portion of Main Street Park. And that Main Street Fernley is diligently working with NDOT to solve this problem and will make every effort to get the second crosswalk approved and constructed. Therefore, Main Street Fernley asked the Council to approve the staff's request to apply for funding to improve Main Street Park.

Deputy City Manager Altick stated that this item is a Grant Evaluation for the Nevada State Parks Recreation Trail Program project planning Grant. She said that in 2024, L.A. Studio Nevada provided an opinion of a probable cost of \$94,000 to include engineering and design for the trail and amenities; as well as hydrology and geotechnical studies necessary for completing construction drawings. She stated that staff is seeking council approval to apply for a \$94,000 grant to fund engineering and design for a paved path and parking at Main Street Park. She said that this trail grant will not cover construction or water lines, only the design for the pathway, the parking lot and the landscape architect. She also stated that the required Neotech report, hydrology report and stamped plans are a separate item and cannot be handled in-house. Ms. Altick noted that the path will connect the sidewalk to the west of the park and provide a direct route from downtown to the Polaris Plaza and the CRRC campus, influencing pedestrian accessibility in the area.

Councilman Torres expressed concern over investment in, and proposed further development of, the property.

Deputy City Manager Altick stated that there's a consensus that starting some improvements to parts of Main Street would create momentum that triggers more improvements.

Councilman Lau noted that the project would make downtown look a lot better and would help solve the concern of business access due to sidewalk issues. He stated that improvements to the property could open possibilities for further development but raised an issue with the railroad owning the property behind it.

Councilman Hanan stated that the boulders on this property are at the end of the NDOT right-of-way and that the dirt between the road and the boulders is not part of the property. He noted that the trail would open up a huge gateway for the City of Fernley when the Pyramid to Tahoe Trail stewardship connects Vista Boulevard to Wadsworth, which would allow Fernley residents to ride their bike all the way to Vista Boulevard.

Councilwoman McKay said that in 2017/2018 the park was adopted and stated a concern over spending money on a property that has limited potential. She suggested beautifying the park through planting trees and such but warned that funds would need to be budgeted or more grants obtained to pay for it.

Deputy City Manager Altick stated that she reached out to the railroad and there's a pretty simple process to get a special use permit to use for parking or other use.

Motion: I MOVE TO APPROVE STAFF TO APPLY FOR A PLANNING PROJECT GRANT FROM THE NEVADA RECREATION TRAIL PROGRAM FOR THE ENGINEERING DESIGN OF A TRAIL AND AMENITIES AT MAIN STREET PARK ALSO KNOWN AS ART PARK. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Hanan, **No:** Councilman Torres, Councilwoman McKay.

6. PRESENTATIONS

6.1. Presentation from Kimley-Horn representative Devin Moore on the current status of the roundabout, the implications to future development, and possible solutions.

Planning Director Rambo introduced this item. She stated that there have been a lot of conversations between the City Manager, the Mayor, City Attorney, Engineering, Public Works and Planning with regard to the roundabout and a few other things around town, which require the expertise of traffic engineers.

Devin Moore from Kimley-Horn presented this item via zoom. Mr. Moore outlined the current issues with the roundabout, including the impact on the level of service on future development and possible solutions to mitigate this impact. He stated the need for the City to coordinate with NDOT because Interstate 80 and 50, and Farm District Road 427, and 95A, and 828 are NDOT owned and maintained. He noted that NDOT has terms and conditions relating to right away occupancy permits, which are different from what the City of Fernley requires. He suggested that traffic impact fees could be used to help bring priority to projects by allocated funds to them. He said that these fees could get the project started and either be handed over to NDOT for completion or applying for state reimbursement through NDOT. Mr. Moore stated that NDOT has recognized that there are some issues with the roundabout and believes that priority would be given if improvement efforts were made.

Councilwoman Zoberski asked about Fernley's level of services in comparison to NDOT's, and where that information can be found.

Mr. Moore stated that as part of the master transportation plan that was created in 2019, 6 intersections around the city were studied and the level of services was defined at the intersection (segment) level. He noted that segments in between intersections generally aren't done on the roadway network in a city, that those would be done on interstates, for example, in between ramps. He said that the level of service in a city is more of a density question, of how many cars are on there, based on time as opposed to delay, that we see at an intersection. He noted that the current level of service is below the level of service D, throughout the day, including the peak hours, except where intersecting with NDOT facilities. Mr. Moore explained the findings on the City's intersections and what they mean for the future.

Councilman Hanan inquired about how the Nevada Pacific Parkway extension is going to influence the traffic that we currently have.

Mr. Moore stated that this was studied as part of the RAISE grant and summarized his understanding of it but stated he has not taken a look at that.

Councilman Torres asked about signage for truck traffic and stated that he is not against increasing traffic impact fees but wanted to be cautious of the impact it could have on future development. He suggested using the Traffic Master Plan to set that policy to increase the LOS.

Devin Moore stated that increasing LOS was recommended in the Comprehensive Master Plan and was again confirmed during the transportation master plan process; but that it was at the Council's discretion, as LOS is a measure of delay, and its acceptance is a policy decision. He stated that his professional opinion is to continue to study as developments come in and provide that documentation to NDOT, as this could help elevate or prioritize projects in the City of Fernley.

7. PUBLIC HEARINGS

7.1. (For Possible Action) Discussion and possible action for direction from City Council on how to structure Special Event Temporary Use Permit fees.

Planning Director Rambo presented this item, stating that the previous process to obtain a permit for a special event had the applicant dealing with five different departments within City Hall and several outside

agencies, including the Lyon County Sheriff's Office and the North Lyon County Fire Protection District. She stated that each of these departments and agencies had separate required applications and separate fees to be paid, and that applicants found this process time consuming and hard to navigate. She noted that a more consolidated and streamlined process was put in place in early 2024 to reduce the number of applications the applicants were required to fill out. She said the Planning, Public Works, Animal Control, Lyon County Sheriff's Office, and North Lyon County Fire Protection District all worked together to meld their applications together into one comprehensive application. Ms. Rambo stated that while still requiring separate visits to the City Clerk and Building Department, the overall application process was streamlined and that the consolidated process consisted of two changes to the application fees. She explained the changes and stated that the current fee of \$520 was approved by the Council per Resolution 24-009, adopted on April 17, 2024. She discussed some options with council and was made available for questions.

Councilwoman Zoberski asked what the original fee for a special use permit was, what was used as a comparison, and for a breakdown of the \$80 an hour fee.

Planning Director Rambo stated that the Special Event Temporary Use Permit was created in April 2024, prior to that there was no Special Event Temporary Use Permit only a Temporary Use Permit which was \$100.00 and raised to \$250 in April. She noted that fees from Elko, Carson City, Douglas County, Mesquite, Fallon, and Yerington were used to make comparisons. Ms. Rambo stated that the \$80 an hour has been charged as staff time since 2017 and the break down of the fee includes the application, intake, logging, entering it into the system, routing it, reviewing it against codes, collecting the comments from the other departments and other agencies, doing conditions of approval if necessary, and sending an approval letter.

Public Works Director Williams stated that the average park rental fee is \$100, plus \$50 for water use fee and \$50 for parking fee; and that it could be more depending on whether they need any other services.

Councilman Lau stated that at the last meeting he suggested a workshop for the event organizers to discuss these fees and what events are being planned. He stated being in favor charging \$270 and no deposit; and keeping the \$100 flat fee.

Councilwoman McKay suggested a different schedule of fees for private events on private property. She stated a favor for having a workshop and the ability to have open discussions of the fees with event organizers.

Councilman Hanan stated requested a fee schedule with checkboxes of the applicable fees. He agreed that this should be brought back with concise fees before council votes on it.

Councilman Torres stated that in the original presentation the schedule was not clearly outlined, and the cost was not obvious. He noted that the intent of the permit was to assist special events applicants by streamlining the process for them and stated he liked some of the ideas that Councilwoman Zoberski and Councilman Lau had presented.

Public input:

Sara Thomas, Fernley Poolside Farmers Market, commented that the FCTA money that's available is for advertising and intended as seed money; and that it is the number one reason some don't go after the FCTA money. She stated that the meeting in April did not depict what the true meaning of the event permit was, making it hard to understand what it truly is. She said event organizers don't mind getting the application and meeting with the different departments, as it is part of putting on the event. She stated that she has paid for the temporary use permit every year and that the only reason she didn't pay this

year was because of the amount, and that is why she got the pool to sign on the application with her. She spoke of being in favor of a workshop.

Becky Howett, Fernley 4th of July, stated that the 4th of July spends \$3,000 on bringing porta potties in, because the park restrooms can't be used for a large event and that it would be great if that money went to improving the restrooms in the park instead. She noted that the current process for a special event permit is very convoluted, and you don't know what fees you're going to pay. She said that going around to the other agencies and getting things signed off was not an issue for them.

David Thomas, via Zoom, commented on how staff has handled this issue during council meetings, and stated disapproval of the proceedings.

Kimberly Barney, Fernley resident, stated that the information presented at one meeting seemed to be different from the presentation at the next meeting and the inconsistent information is causing confusion. She suggested staying with the \$100 until the higher amount can be justified; and supported a \$10 tech fee if the system were automated.

Kevin Hoyland, Fernley resident, stated he liked the first point in the presentation and was in favor of doing a workshop. He believes that higher fees will hinder special events and doesn't agree with comparing Fernley with bigger cities.

Councilwoman Zoberski stated that her motion is just for the temporary use permits and not for the parks.

Motion: I MOVE TO REVERT BACK TO OUR ORIGINAL \$100 TEMPORARY USE PERMIT FEE WITH THE SEPARATE APPLICATIONS UNTIL A WORKSHOP IS DONE AND WE CAN RESTRUCTURE OUR FEE SCHEDULE. **Action:** Approved, **Moved by:** Councilwoman Felicity Zoberski, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, **No:** Councilman Hanan.

7.2. Consideration and possible action on Bill #354, regarding a proposed zoning map amendment (ZMA24003) submitted by Wood Rodgers on behalf of Douglass Development to request a zone change from Neighborhood Commercial (C1) to General Commercial (C2) on a parcel ±5.00-acres in size and generally located north of Farm District Road between Camille Drive and Jenny's Lane (APN: 020-351-08).

Senior Planner League presented this item, stating that the property in question has carried the C1 zoning designation since the early 2000's. She said that the developer would like to build self-storage units and based on city code, those are not permitted in the C1 zone. She stated that the applicant contends that the "mini-warehouse" use should be approved because it should be allowed within the C1 zone due to minimal impacts on the neighboring residences and that staff is in support because many of the residents directly adjacent to the site indicated at the neighborhood meeting that they would prefer self-storage on this parcel as opposed to other uses currently permitted in the C1 zone. She noted that rezoning the parcel is consistent with the city's Master Plan, and otherwise consistent with State and Federal law; consistent with the surrounding land uses; and public notice was given, and a public hearing held per the requirements of the Development Code and Nevada Revised Statutes. She proposed, that if Council agrees, the zoning Map amendment should not be effective until the developers have completed each of the following: that they've gotten a civil permit, obtained the necessary building permits, and begins construction on the site and that it would expire if the conditional use permit for the self-storage is not issued within 6 months, and then that it would expire alongside the conditional use permit and revert back to C1.

Derek Kirkland, Wood Rodgers, stated the applicant has submitted 2 applications for this project: a zoning map amendment from C1 to C2 and a conditional use permit for a self-storage facility of about 94,000 square feet, all single story, indoor storage with an office. He noted that the item before council tonight is just the zoning map amendment, which was recommended for approval unanimously by the Planning Commission on September 11th. Mr. Kirkland stated that a lot of the neighbors showed up to the planning commission meeting in support of the project.

Mayor called for public comment. There was no public comment, and he opened it back up to the Council.

Dan Douglas, applicant, thanked everyone that has worked on the project and the residents of George Lane that wrote a letter to the city in favor of the project.

Councilwoman McKay stated that she supports this item with the stipulation that it will automatically revert back to C1 personally, although she does not want any storages there. She said she would like to see the final designs, and everything come back to Council.

Kimberly Barney, Fernley resident, stated an adverse opinion on creating a precedent to have items come back to Council.

Motion: I MOVE TO ADOPT FINDINGS A THROUGH C AS SET FORTH IN THE STAFF REPORT AND PASS, APPROVE AND ADOPT BILL NUMBER 3, 54, AND THE ASSOCIATED ZONING MAP AMENDMENTS AS WRITTEN AND REQUEST THAT THE CONDITIONAL USE PERMIT RETURN TO COUNCIL FOR APPROVAL AFTER THE PLANNING COMMISSION AS AN ADDITIONAL CONDITION.

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

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None at this time

9. PUBLIC FORUM

Tammy Dittman, Fernley resident, requested a line-by-line item of expenses on CRRC not just the budget.

Deputy City Manager Altick stated that there will be a workshop on October 16, 4 pm to 5 pm to go over Phase 2 and 3 of the CRRC. She noted that Mr. Cummings will be doing a small presentation on the financial update.

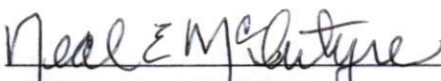
The next meeting will be October 16, 2024.

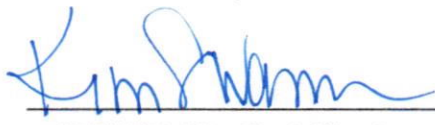
10. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 7:56 pm.

Approved by the Fernley City Council on October 16, 2024, by a vote of:

AYES 5 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0


Mayor Neal E. McIntyre


ATTEST: City Clerk Kim Swanson

When recorded, mail to:
City Clerk
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

BILL # 354
CITY OF FERNLEY
ORDINANCE # 2024-010

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA24003, TO CHANGE THE ZONING OF ±5.00-ACRES GENERALLY LOCATED NORTH OF FARM DISTRICT ROAD BETWEEN CAMILLE DRIVE AND JENNY'S LANE (APN: 020-251-08) FROM C1 (NEIGHBORHOOD COMMERCIAL TO C2 (GENERAL COMMERCIAL) IN ORDER TO DEVELOP A SELF-STORAGE FACILITY.

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

Section 1: The zoning of that certain real property totaling 5.00 acres, more or less, situated in the City of Fernley, Nevada, being more particularly described on Exhibit "A" attached hereto and depicted on "Exhibit A-1" attached hereto is hereby reclassified from C1 (Neighborhood Commercial) to C2 (General Commercial).

SECTION 2: The zoning map of the City of Fernley shall not be amended until the developer completes each of the following:

- a. Obtains a civil permit for the public infrastructure as required by the conditional use permit process;
- b. Obtains the necessary building permits to construct the self-storage facility as approved through a conditional use permit as required under the C2 zoning;
- c. Begins construction on the site.

SECTION 3: This zoning map amendment shall expire if a conditional use permit is not issued within 6 months of approval of the zoning map amendment.

SECTION 4: This zoning map amendment shall expire when the conditional use permit mentioned herein expires and is eligible for the same extensions of time as the conditional use permit.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the plan certified herein as provided by law.

SECTION 7: This ordinance shall become effective upon passage, approval, and publication.

SECTION 8: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of public health, safety, welfare and convenience.

SECTION 9: If any subsection, phrase, sentence or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 10: The Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL # 354 BEING HEREBY PROPOSED this 18th day of September 2024.

BILL # 354 BEING HEREBY PASSED, APPROVED and ADOPTED this 2nd day of October 2024, by the following vote of the Council:

Ayes: 5 Nays: 0 Abstentions: 0 Absent: 0

FERNLEY CITY COUNCIL

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

Date: 10-3-2024

Attest By: Kim Swanson
Kim Swanson, City Clerk

Date: 10/3/2024

EXHIBIT A
LEGAL DESCRIPTION FOR
APN: 020-351-08

All that certain real property within a portion of the Northeast One-Quarter (NE 1/4) of Section Nineteen (19), Township Twenty (20) North, Range twenty-five (25) East, M.D.M., City of Fernley, County of Lyon, State of Nevada, being Lot 1 as shown on the Official Map of "Flying Circle Ranch Estates" Subdivision Map No.39323, recorded August 2, 1978 filed in the Official Records of Lyon County, Nevada, being more particularly described as follows:

BEGINNING at the Northeasterly corner of said Lot 1, also being the Westerly right-of-way of Jennys Lane.

THENCE along said right-of-way South $01^{\circ}06'26''$ West a distance of 299.55 feet to the beginning of a tangent curve to the right;

THENCE 31.58 feet along the arc of a 20.00 foot radius curve to the left through a central angle of $90^{\circ}28'00''$ to the Northerly right-of-way of Farm District Road;

THENCE along said right-of-way North $88^{\circ}25'34''$ West a distance of 667.41 feet to the Westerly line of said Lot 1;

THENCE along said Westerly line North $01^{\circ}06'26''$ East a distance of 314.11 feet to the Southerly right-of-way of George Lane per the Parcel Map for "Michael & Claudia Casey", Parcel Map No. 184049, recorded on July 19, 1995, filed in said Official Records;

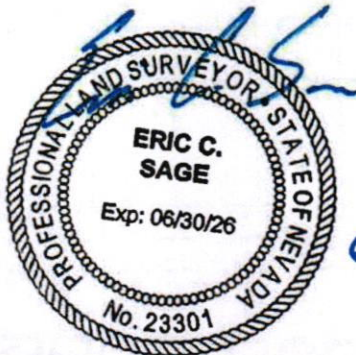
THENCE along said right-of-way South $88^{\circ}53'34''$ East a distance of 687.55 feet to the **POINT OF BEGINNING**.

Containing 5.00 acres of land, more or less.

See Exhibit A-1 attached hereto and made a part hereof.

The Basis of Bearings for this description is Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, High Accuracy Reference Network (NAD 83/94-HARN). All dimensions shown are ground distances. Grid To Ground Combined Factor = 1.000245

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



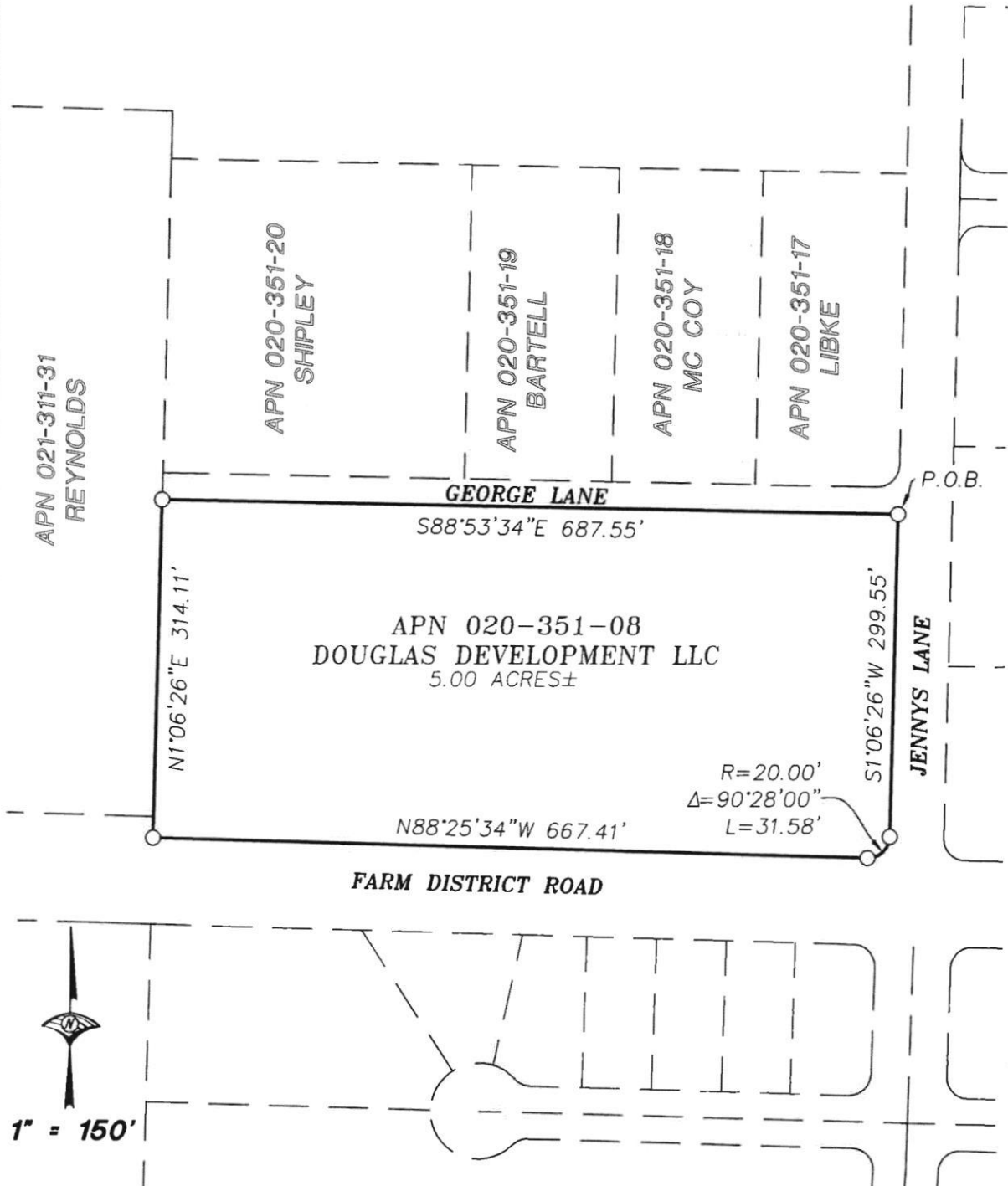
6/17/24

Eric C. Sage, P.L.S.
Nevada Certificate No. 23301

EXHIBIT A-1

PLAT TO ACCOMPANY

APN: 020-351-08
BEING A PORTION OF THE NE 1/4 OF SECTION 19
TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.M.
CITY OF FERNLEY LYON COUNTY NEVADA



JOB NO. 4355002
SHEET 1 OF 1



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

1361 Corporate Blvd
Reno, NV 89502

Tel 775.823.4068
Fax 775.823.4066

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

THIS AGREEMENT is by and between City of Fernley ("Owner") and
A&K Earth Movers, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents.*

The Work generally includes but is not limited to: the removal and replacement of approximately 1,500 feet of sewer line, 2,000 feet of water line, and 1,000 feet of storm drain, storm drain manhole and sanitary sewer manhole removal and replacement, concrete and asphalt surface improvements, roadway striping, and utility adjustments.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Shadow Lane Reconstruction Project.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by NCE.

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

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

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

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds. None
 - 5. General Conditions (pages 1 to 71, inclusive).
 - 6. Supplementary Conditions (pages 1 to 13, inclusive).
 - 7. 2024 Prevailing Wage Rates: Northern Nevada Rural Counties
 - 8. Provisions of Nevada Revised Statute Chapter 338 (00521)
 - 9. City of Fernley Division of Safety Form (00522)
 - 10. Specifications as listed in the table of contents of the Project Manual.
 - 11. Drawings (not attached but incorporated by reference).
 - 12. Addenda (numbers ____ to ____, inclusive).
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (00410-1 thru 7, 00440-1 thru 3, and 00450-1 thru 3)
 - 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *Other Provisions*

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

This Agreement will be effective on October 2, 2024 (which is the Effective Date of the Contract).

Neal E. McIntyre
(Authorized Signature)

By: Neal E McIntyre
(Printed Name)

Attest: K. M. Warm

Fernley, NV 89408

(Authorized Signature)

By: _____
(Printed Name)

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

Address for giving notices:

License No.: _____
(where applicable)

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

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++