



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, December 4, 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 - Joe Mendoza

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 authorize the execution of the water rights banking and dedication agreement with Robert C. Herrera and Donnia L. Herrera, APN 020-354-05 TCID serial number 1054-1-F in the amount of 12.24 acre feet.

2.5. Possible action to authorize the execution of the water rights banking and dedication agreement with Levi Anthony Christensen and Lexi Ann Jasmann, APN 020-151-14 TCID serial number 1001-E in the amount of 2.97 acre feet.

2.6. Possible Action to Approve the Will-Serve Request from Mark IV Capital (Victory Logistics District – Phase A Final Map) for 0.36 ERCs for Water and 0.00 ERCs for sewer for Lyon County Parcel(s) 021-242-17; 021-211-02; 021-211-03; 021-201-16 located in Fernley, NV.

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. STAFF REPORTS

5.1. Discussion and Possible action to approve a contract with Stantec to Design for the proposed Highway 50 Water Main Loop to prepare plans for the installation of a 14-inch transmission line. The proposal is not to exceed the amount of \$382,929.

6. PRESENTATIONS

6.1. Presentation, discussion and possible action to accept the Annual Comprehensive Financial Report for the year ended June 30, 2024. Presentation by Hinton Burdick, CPAs and Advisors.

6.2. Presentation, discussion and possible action by Video Wall Solutions regarding acoustic upgrades to the Fernley Council Chambers.

7. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

7.1. Possible Action requesting a future agenda item creating a recreational committee. (Councilman Lau)

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: December 18th @ 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ALLDATA LLC								
8930	ALLDATA LLC	INVC05053885	ALL DATA AUTOMOTIVE SERVICES	11/13/2024	90.40	11/21/2024	510-810-610 Automotive Supplies	1124
8930	ALLDATA LLC	INVC05053885	ALL DATA AUTOMOTIVE SERVICES	11/13/2024	90.40	11/21/2024	520-810-610 Automotive Supplies	1124
8930	ALLDATA LLC	INVC05053885	ALL DATA AUTOMOTIVE SERVICES	11/13/2024	90.40	11/21/2024	100-475-610 Automotive Supplies	1124
8930	ALLDATA LLC	INVC05053885	ALL DATA AUTOMOTIVE SERVICES	11/13/2024	90.40	11/21/2024	100-480-610 Automotive Supplies	1124
Total 8930:					361.60			
ANIMAL DISEASE & FOOD SAFETY LAB								
6942	ANIMAL DISEASE & FOOD SAFETY LAB	25-R589	Case 25-R589 /C08726413	10/30/2024	25.00	11/21/2024	100-525-322 Prof Serv-Other	1024
Total 6942:					25.00			
ARAMARK (VESTIS)								
1895	ARAMARK (VESTIS)	5980246498	PS rags and rugs	11/12/2024	124.12	11/21/2024	510-840-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980246531	SHIRT CONTRACT	11/12/2024	75.63	11/21/2024	100-480-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980246534	SHOP MAT SERVICE	11/12/2024	85.56	11/21/2024	100-475-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980246539	Clothing/Floor mats	11/12/2024	89.36	11/21/2024	100-475-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980246541	pants service	11/12/2024	84.32	11/21/2024	510-810-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980246549	Floor Mats	11/12/2024	191.58	11/21/2024	100-417-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980248483	shirt contract	11/19/2024	75.63	11/21/2024	100-480-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980248484	Clothing	11/19/2024	89.36	11/21/2024	100-475-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980248485	pants service	11/19/2024	84.32	11/21/2024	510-810-420 Outside Services	1124
Total 1895:					899.88			
AT&T								
13	AT&T	96145 NOV 24	131 252-8129 614 5	11/02/2024	230.00	11/25/2024	100-417-530 Communications	1124
13	AT&T	96145 NOV 24	131 252-7192 857 4	11/02/2024	308.16	11/25/2024	100-417-530 Communications	1124
Total 13:					538.16			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343- Nov 24	815519343 Nov- Dec 4 2024	11/04/2024	111.53	11/21/2024	100-417-530 Communications	1124
Total 448:					111.53			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
AUTOZONE STORES LLC								
4473	AUTOZONE STORES LLC	3742206621	TIRE PRESSURE SENSOR 1010	11/14/2024	5.39	11/21/2024	100-480-610 Automotive Supplies	1124
Total 4473:					5.39			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	20828/5	chainsaw chains	11/12/2024	75.98	11/21/2024	510-810-614 Shop Supplies	1124
20	BIG R OF FERNLEY	20843/55	Electrical flex coupling	11/14/2024	43.96	11/21/2024	520-810-614 Shop Supplies	1124
20	BIG R OF FERNLEY	20844/15	Fuel Mix	11/14/2024	24.99	11/21/2024	100-417-600 General Supplies	1124
20	BIG R OF FERNLEY	20853/5	Water/hardware	11/15/2024	7.83	11/21/2024	100-575-600 General Supplies	1124
20	BIG R OF FERNLEY	20862/5	Hardware, Tools, Joint compound	11/18/2024	48.83	11/21/2024	100-417-600 General Supplies	1124
20	BIG R OF FERNLEY	20866/5	anchors for A/C trailer	11/19/2024	43.96	11/21/2024	100-480-610 Automotive Supplies	1124
20	BIG R OF FERNLEY	20868/5	Hardware	11/19/2024	10.08	11/21/2024	100-417-600 General Supplies	1124
20	BIG R OF FERNLEY	20879/5	Tape	11/20/2024	9.99	11/21/2024	100-417-600 General Supplies	1124
20	BIG R OF FERNLEY	20881/5	bought incorrect chainsaw chains returned for correct ones.	11/20/2024	6.00-	11/21/2024	510-810-614 Shop Supplies	1124
Total 20:					259.62			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	1113241-1	Nameplate	11/19/2024	28.44	11/21/2024	100-416-600 General Supplies	1124
Total 6970:					28.44			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	9464034	Toilet paper, paper towels	11/15/2024	113.56	11/21/2024	100-417-612 Building Maint Supplies	1124
Total 8837:					113.56			
BULBMAN - RENO								
5513	BULBMAN - RENO	377834	Bulbs for Parking lot	11/12/2024	132.33	11/21/2024	100-417-600 General Supplies	1124
Total 5513:					132.33			
CDM SMITH								
8576	CDM SMITH	90214604	Surface water design prof services	09/09/2024	19,854.32	11/21/2024	510-166100 Construction In Progress	924
Total 8576:					19,854.32			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AB5KX3H	Laptop	11/12/2024	292.50	11/21/2024	510-840-605 Minor Equipment	1124
27	CDW GOVERNMENT INC.	AB5KX3H	Laptop	11/12/2024	292.49	11/21/2024	510-810-605 Minor Equipment	1124
27	CDW GOVERNMENT INC.	AB5KX3H	Laptop	11/12/2024	292.49	11/21/2024	520-810-605 Minor Equipment	1124
27	CDW GOVERNMENT INC.	AB6FU9U	Computer camera and speaker	11/19/2024	25.42	11/21/2024	520-810-605 Minor Equipment	1124
27	CDW GOVERNMENT INC.	AB6FU9U	Computer camera and speaker	11/19/2024	25.41	11/21/2024	510-810-605 Minor Equipment	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
27	CDW GOVERNMENT INC.	AB6FU9U	Computer camera and speaker	11/19/2024	25.42	11/21/2024	510-840-605 Minor Equipment	1124
Total 27:					953.73			
CFA, A BOWMAN COMPANY								
499	CFA, A BOWMAN COMPANY	453059	ITP Improvements	09/30/2024	7,082.45	11/21/2024	230-575-730 Improve Other than Buildings	924
499	CFA, A BOWMAN COMPANY	461050	ITP permit review and processing	10/31/2024	2,603.50	11/21/2024	230-575-730 Improve Other than Buildings	1024
Total 499:					9,685.95			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039341201073	E3103934 SUPPLEMENTAL INSURANC	12/01/2024	361.10		100-218000 COLONIAL INSURANCE PAYABL	1224
Total 3520:					361.10			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	16727	CRRC testing consultant	10/31/2024	9,323.00	11/21/2024	220-480-810 ARPA	1024
5587	CONSTRUCTION MATERIALS ENGINEERS	16747	Surface water treated water reservoir	11/01/2024	8,282.50	11/21/2024	510-166100 Construction In Progress	1124
Total 5587:					17,605.50			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	Pay Request 9 CRRC	CRRC Construction Services	10/31/2024	1,180,649.88	11/21/2024	220-480-810 ARPA	1024
Total 8916:					1,180,649.88			
DOWL, LLC								
8931	DOWL, LLC	7363.30292.02-2	GIS Services	11/01/2024	766.50	11/21/2024	100-575-320 Prof Serv-Engineering	1124
8931	DOWL, LLC	7363.30292.02-2	GIS Services	11/01/2024	766.50	11/21/2024	510-810-320 Prof Serv-Engineering	1124
8931	DOWL, LLC	7363.30292.02-2	GIS Services	11/01/2024	766.50	11/21/2024	100-417-320 Prof Serv-Engineering	1124
8931	DOWL, LLC	7363.30292.02-2	GIS Services	11/01/2024	766.50	11/21/2024	520-810-320 Prof Serv-Engineering	1124
8931	DOWL, LLC	7363.30292.02-2	GIS Services	11/01/2024	766.50	11/21/2024	100-475-320 Prof Serv-Engineering	1124
Total 8931:					3,832.50			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	111824	REIMB FOR PASSPORT	11/18/2024	180.00	11/21/2024	100-610-580 Training	1124
8639	EMPLOYEES, CITY OF FERNLEY	111824	REIMB FOR AICP MEMBERSHIP	11/18/2024	170.00	11/21/2024	100-610-581 Dues and Memberships	1124
8639	EMPLOYEES, CITY OF FERNLEY	111824	REIMB FOR NV APA CHAPTER MEMBERSHIP	11/18/2024	56.00	11/21/2024	100-610-581 Dues and Memberships	1124
8639	EMPLOYEES, CITY OF FERNLEY	111824	REIMB FOR APA MEMBERSHIP	11/18/2024	373.00	11/21/2024	100-610-581 Dues and Memberships	1124
8639	EMPLOYEES, CITY OF FERNLEY	CM20241119	REIMB FOR FRONTLINE TRAINING 11/19/24	11/19/2024	15.67	11/21/2024	100-413-580 Training	1124
Total 8639:					794.67			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
FLORES, ROBERT C.									
9012	FLORES, ROBERT C.	111324	PLANNING COMMISSION STIPEND	11/13/2024	80.00	11/21/2024	100-610-322	Prof Serv-Other	1124
Total 9012:					80.00				
Garvin, Tessa									
9010	Garvin, Tessa	111324	PLANNING COMMISSION STIPEND	11/13/2024	80.00	11/21/2024	100-610-322	Prof Serv-Other	1124
Total 9010:					80.00				
GOPHER CONSTRUCTION INC									
202	GOPHER CONSTRUCTION INC	33703	base for ricci tank	11/18/2024	439.78	11/21/2024	510-810-430	Outside Serv-Repair & Maint	1124
202	GOPHER CONSTRUCTION INC	33704	base for ricci tank	11/18/2024	321.53	11/21/2024	510-810-430	Outside Serv-Repair & Maint	1124
Total 202:					761.31				
GRAINGER									
252	GRAINGER	9309365071	HWY 50 Auger Motor replacement	11/07/2024	920.72	11/21/2024	520-810-430	Outside Serv-Repair & Maint	1124
Total 252:					920.72				
GRANITE PROPANE SERVICE									
647	GRANITE PROPANE SERVICE	793401	Tank Repair	11/13/2024	281.48	11/21/2024	100-475-430	Outside Serv-Repair & Maint	1124
647	GRANITE PROPANE SERVICE	793401	Propane	11/13/2024	384.80	11/21/2024	100-475-623	Propane	1124
Total 647:					666.28				
H&H INVESTMENTS & TOOL SUPPLY									
8987	H&H INVESTMENTS & TOOL SUPPLY	59461	BRAKE PAD SPREADER FOR FLEET	11/06/2024	212.66	11/21/2024	100-480-600	General Supplies	1124
Total 8987:					212.66				
HARBOR FREIGHT COMMERCIAL ACCOUNT									
457	HARBOR FREIGHT COMMERCIAL ACCOUNT	24c07942	air hose and bit set for the shop	11/19/2024	89.98	11/21/2024	100-480-600	General Supplies	1124
Total 457:					89.98				
HIGH SIERRA ELEVATOR INSPECTIONS									
8826	HIGH SIERRA ELEVATOR INSPECTIONS	19185	Elevator Inspections	11/15/2024	440.00	11/21/2024	100-417-420	Outside Services	1124
Total 8826:					440.00				
HOLT, JULIANNE									
9026	HOLT, JULIANNE	111324	PLANNING COMMISSION STIPEND	11/13/2024	80.00	11/21/2024	100-610-322	Prof Serv-Other	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9026:					80.00			
IBEW Local 1245								
83	IBEW Local 1245	NOV 2024-2	UNION DUES, ONE HALF OF MONTH	11/15/2024	1,300.16	11/15/2024	100-219900 OTHER PAYROLL PAYABLES	1124
Total 83:					1,300.16			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	NOV 2024-2	FICA TAX PAYABLE, PAYROLL	11/15/2024	501.66	11/15/2024	100-211000 FICA PAYABLE	1124
7879	INTERNAL REVENUE SERVICE	NOV 2024-2	MED TAX PAYABLE, PAYROLL	11/15/2024	6,874.42	11/15/2024	100-211000 FICA PAYABLE	1124
7879	INTERNAL REVENUE SERVICE	NOV 2024-2	W/HOLD TAX PAYABLE, PAYROLL	11/15/2024	24,847.70	11/15/2024	100-212000 FEDERAL WITHHOLDING PAYAB	1124
Total 7879:					32,223.78			
INTERSTATE BATTERIES OF THE SIERRAS								
86	INTERSTATE BATTERIES OF THE SIERRAS	50010124	battery for fleet	11/21/2024	159.95	11/21/2024	100-480-610 Automotive Supplies	1124
Total 86:					159.95			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	24397162	Bldg 3 fire system, sprinkler and extinguisher service.	10/29/2024	1,250.87	11/21/2024	510-840-420 Outside Services	1024
Total 8667:					1,250.87			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	196874000-1024	North Fernley Area Plan	10/31/2024	7,300.00	11/21/2024	100-610-322 Prof Serv-Other	1024
8715	KIMLEY-HORN AND ASSOCIATES, INC.	29992744	Southwest Fernley Area Plan	10/31/2024	3,124.82	11/21/2024	100-610-322 Prof Serv-Other	1024
Total 8715:					10,424.82			
LB FENCE COMPANY								
8631	LB FENCE COMPANY	2084	Gate Repair	09/03/2024	980.00	11/21/2024	100-575-430 Outside Serv-Repair & Maint	924
8631	LB FENCE COMPANY	2084	Gate Repair	09/03/2024	979.00	11/21/2024	520-810-430 Outside Serv-Repair & Maint	924
8631	LB FENCE COMPANY	2084	Gate Repair	09/03/2024	980.00	11/21/2024	100-417-430 Outside Serv-Repair & Maint	924
8631	LB FENCE COMPANY	2084	Gate Repair	09/03/2024	980.00	11/21/2024	100-475-430 Outside Serv-Repair & Maint	924
8631	LB FENCE COMPANY	2084	Gate Repair	09/03/2024	980.00	11/21/2024	510-840-430 Outside Serv-Repair & Maint	924
8631	LB FENCE COMPANY	2084	Gate Repair	09/03/2024	980.00	11/21/2024	510-810-430 Outside Serv-Repair & Maint	924
8631	LB FENCE COMPANY	2094	Gate Repair	10/05/2024	54.00	11/21/2024	510-810-430 Outside Serv-Repair & Maint	1024
8631	LB FENCE COMPANY	2094	Gate Repair	10/05/2024	54.00	11/21/2024	100-417-430 Outside Serv-Repair & Maint	1024
8631	LB FENCE COMPANY	2094	Gate Repair	10/05/2024	54.00	11/21/2024	510-840-430 Outside Serv-Repair & Maint	1024
8631	LB FENCE COMPANY	2094	Gate Repair	10/05/2024	55.00	11/21/2024	100-475-430 Outside Serv-Repair & Maint	1024
8631	LB FENCE COMPANY	2094	Gate repair	10/05/2024	54.00	11/21/2024	100-575-430 Outside Serv-Repair & Maint	1024
8631	LB FENCE COMPANY	2094	Gate Repair	10/05/2024	54.00	11/21/2024	520-810-430 Outside Serv-Repair & Maint	1024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8631:					6,204.00			
LEWIS, ANGELA								
9020	LEWIS, ANGELA	111324	PLANNING COMMISSION STIPEND	11/13/2024	80.00	11/21/2024	100-610-322 Prof Serv-Other	1124
Total 9020:					80.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	70516	Keys/Wrench	11/14/2024	33.13	11/21/2024	100-575-600 General Supplies	1124
7650	LOWES CREDIT SERVICES	714444	Christmas event Decorations	11/15/2024	246.88	11/21/2024	100-412-650 Community Support	1124
7650	LOWES CREDIT SERVICES	76552	Marking Paint	11/18/2024	50.88	11/21/2024	520-810-600 General Supplies	1124
7650	LOWES CREDIT SERVICES	79857	Paint Supplies	11/20/2024	32.45	11/21/2024	100-417-600 General Supplies	1124
7650	LOWES CREDIT SERVICES	80416	concrete bags	11/20/2024	28.98	11/21/2024	520-810-614 Shop Supplies	1124
7650	LOWES CREDIT SERVICES	971904	Spooktacular 2024	10/10/2024	127.64	11/21/2024	100-412-650 Community Support	1024
7650	LOWES CREDIT SERVICES	972841	Spooktacular 2024	10/28/2024	80.20	11/21/2024	100-412-650 Community Support	1024
7650	LOWES CREDIT SERVICES	972903	Spooktacular 2024	10/28/2024	132.96	11/21/2024	100-412-650 Community Support	1024
7650	LOWES CREDIT SERVICES	97397	Paint	11/12/2024	81.66	11/21/2024	100-417-600 General Supplies	1124
7650	LOWES CREDIT SERVICES	97767	Fence Supplies	11/12/2024	64.71	11/21/2024	100-575-600 General Supplies	1124
7650	LOWES CREDIT SERVICES	981792	Spooktacular 2024	10/15/2024	343.78	11/21/2024	100-412-650 Community Support	1024
7650	LOWES CREDIT SERVICES	983161	soldering equipment for service truck	10/16/2024	64.80	11/21/2024	510-810-614 Shop Supplies	1024
7650	LOWES CREDIT SERVICES	983807	Spooktacular 2024	10/17/2024	174.73	11/21/2024	100-412-650 Community Support	1024
7650	LOWES CREDIT SERVICES	988273	Spooktacular 2024	10/02/2024	71.04	11/21/2024	100-412-650 Community Support	1024
7650	LOWES CREDIT SERVICES	991670	Spooktacular 2024	10/04/2024	172.14	11/21/2024	100-412-650 Community Support	1024
Total 7650:					1,705.98			
LP INSURANCE SERVICES, INC								
8746	LP INSURANCE SERVICES, INC	969844	Policy #EB FEE JAN25	01/01/2025	2,500.00		100-413-322 Prof Serv-Other	1124
Total 8746:					2,500.00			
LYON COUNTY								
1126	LYON COUNTY	NOV 2024	PUBLIC DEFENDER - NOVEMBER 2024	11/01/2024	10,000.00		100-413-322 Prof Serv-Other	1124
Total 1126:					10,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Oct 24	Transient Lodging Tax	10/31/2024	3,243.27	11/14/2024	225-227010 TLT Payable to County	1024
Total 106:					3,243.27			
LYON COUNTY HUMAN SERVICES								
3266	LYON COUNTY HUMAN SERVICES	FEARPA2025-04	Fernley ARPA Assistance Oct 2024	11/15/2024	13,808.23	11/14/2024	220-480-810 ARPA	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 3266:					13,808.23			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	NOV 2024	MUNICIPAL COURT JUDGE	11/30/2024	3,750.00		100-425-322 Prof Serv-Other	1124
Total 8042:					3,750.00			
MCCULLAR, JENNI LEI								
9019	MCCULLAR, JENNI LEI	111324	PLANNING COMMISSION STIPEND	11/13/2024	80.00	11/21/2024	100-610-322 Prof Serv-Other	1124
Total 9019:					80.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12491707	outside legal planning	11/18/2024	1,320.00	11/21/2024	100-414-310 Prof Serv-Legal	1124
Total 322:					1,320.00			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	DEC 2024	5952725 GROUP DENTAL INSURANCE	12/01/2024	6,247.34		100-217100 Dental Insurance Payable MetL	1224
5387	METLIFE SMALL BUSINESS CENTER	DEC 2024	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	12/01/2024	4,088.73		100-217300 Life/ADD LTD/STD Anthem Payabl	1224
5387	METLIFE SMALL BUSINESS CENTER	DEC 2024	5952725 GROUP VISION INSURANCE	12/01/2024	1,015.93		100-217200 Vision Insurance Payable MetL	1224
Total 5387:					11,352.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	CEM 11.20.24	MARKER DEPOSIT RETURN -G.11	11/20/2024	250.00	11/21/2024	100-223200 Deferred Revenue - Cem. Plots	1124
Total 1111:					250.00			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	11062024	C08788358	11/06/2024	44.00	11/21/2024	100-525-322 Prof Serv-Other	1124
Total 6660:					44.00			
MOSS & SONS LANDSCAPING & CONCRETE LLC								
8948	MOSS & SONS LANDSCAPING & CONCRETE LLC	1891	Concrete work for Picetti Park	10/25/2024	2,500.00	11/21/2024	100-575-600 General Supplies	1024
Total 8948:					2,500.00			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	5492409	Schduled Maintenance	12/01/2024	1,872.00	11/21/2024	100-417-420 Outside Services	1224

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8814:					1,872.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	50201229	wall clock for shop	11/19/2024	25.01	11/21/2024	100-480-600 General Supplies	1124
Total 115:					25.01			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	420489	Def for backhoe	11/13/2024	16.49	11/21/2024	510-810-610 Automotive Supplies	1124
58	NAPA AUTO & TRUCK PARTS	420491	ATF FOR FLEET	11/13/2024	38.94	11/21/2024	100-480-610 Automotive Supplies	1124
58	NAPA AUTO & TRUCK PARTS	420609	FIRE 3042 OIL TRANSMISSION	11/15/2024	77.88	11/21/2024	100-126000 Intergovernmental Receivable	1124
58	NAPA AUTO & TRUCK PARTS	420752	tire patch's	11/18/2024	5.30	11/21/2024	100-480-610 Automotive Supplies	1124
58	NAPA AUTO & TRUCK PARTS	420807	Nitrile Gloves	11/19/2024	29.38	11/21/2024	520-810-600 General Supplies	1124
58	NAPA AUTO & TRUCK PARTS	420895	PS Belts and Vice	11/20/2024	274.52	11/21/2024	510-840-614 Shop Supplies	1124
Total 58:					442.51			
NCE								
7617	NCE	675212525	Shadow Lane Reconstruction	09/18/2024	4,966.25	11/21/2024	100-475-745 RTC Reimbursable	924
7617	NCE	675212526	Shadow Ln Reconstruction	11/12/2024	2,078.66	11/21/2024	100-475-745 RTC Reimbursable	1124
7617	NCE	675232502	Construction inspection services	11/12/2024	17,318.25	11/21/2024	100-529-320 Prof Serv-Engineering	1124
Total 7617:					24,363.16			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Oct 24	Transient Lodging Tax	10/31/2024	1,945.96	11/14/2024	225-227015 TLT Payable to State	1024
Total 6378:					1,945.96			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	OCT 24	OYSTER BAR; NV LEAGUE OF CITIES BUS. DINNER CM (	10/31/2024	68.91	11/10/2024	100-413-582 Travel	1024
8649	NSB - BANKCARD CENTER	OCT 24	STAMPLI; SEPT 2024	10/31/2024	1,034.00	11/10/2024	100-418-342 Tech Services-Other	1024
8649	NSB - BANKCARD CENTER	OCT 24	NV HOUSING COALITION; ANNUAL MEMBERSHIP	10/31/2024	120.00	11/10/2024	100-413-581 Dues and Memberships	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; FRIDGE FILTER FAC	10/31/2024	96.00	11/10/2024	100-417-612 Building Maint Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	WALMART; NV LEAGUE OF CITIES MUNI. BASKET 2024 C	10/31/2024	14.64	11/10/2024	100-412-650 Community Support	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; LAYNARDS FOR SPOOKTACULAR 2024	10/31/2024	30.57	11/10/2024	100-412-650 Community Support	1024
8649	NSB - BANKCARD CENTER	OCT 24	BALLY'S LAKE TAHOE; HOTEL STAY NV LEAGUE OF CITIE	10/31/2024	396.12	11/10/2024	100-412-582 Travel	1024
8649	NSB - BANKCARD CENTER	OCT 24	BATTERY GUY SALES; ADMIN UPS BATTERIES WTP	10/31/2024	2,265.24	11/10/2024	510-840-614 Shop Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	NWRA; ANNUAL MEMBERSHIP WTP	10/31/2024	162.00	11/10/2024	510-840-581 Dues and Memberships	1024
8649	NSB - BANKCARD CENTER	OCT 24	ATSSA; 3 MANUALS PW	10/31/2024	321.50	11/10/2024	100-475-580 Training	1024
8649	NSB - BANKCARD CENTER	OCT 24	BALLY'S LAKE TAHOE; HOTEL STAY NV LEAGUE OF CITIE	10/31/2024	396.12	11/10/2024	100-413-582 Travel	1024
8649	NSB - BANKCARD CENTER	OCT 24	WALMART; SHOP SUPPLIES WTP	10/31/2024	125.50	11/10/2024	510-840-614 Shop Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	NV HOUSING COALITION; DIGGIN IN CONF. CM	10/31/2024	325.00	11/10/2024	100-413-580 Training	1024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; CES NV DAY PRESENTATION CM	10/31/2024	81.98	11/10/2024	100-412-650 Community Support	1024
8649	NSB - BANKCARD CENTER	OCT 24	THE NEST; NV LEAGUE OF CITIES MUNI. BASKET 2024 C	10/31/2024	61.31	11/10/2024	100-412-650 Community Support	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; ELECTRICAL PLUGS FL	10/31/2024	54.52	11/10/2024	100-480-610 Automotive Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; DESK RING LIGHT & PADFOLIO CM	10/31/2024	70.97	11/10/2024	100-413-600 General Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; OFFICE CHAIR FIN	10/31/2024	248.98	11/10/2024	100-415-600 General Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	HARVEY'S HOTEL; TRAINING S. PLEITEZ ENG (T-2)	10/31/2024	229.66	11/10/2024	100-529-582 Travel	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; IPAD PENS RETURN/REFUND	10/31/2024	114.99	11/10/2024	100-529-605 Minor Equipment	1024
8649	NSB - BANKCARD CENTER	OCT 24	HYATT LAKE TAHOE; WNDD NV LITHIUM SUMMIT MAYOR	10/31/2024	523.75	11/10/2024	100-412-582 Travel	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; REMOTE BATTERIES PW	10/31/2024	8.62	11/10/2024	100-417-612 Building Maint Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	APA; ONLINE JOB AD PLN	10/31/2024	195.00	11/10/2024	100-413-540 Advertising	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; GEN. SUPPLIES CM	10/31/2024	42.97	11/10/2024	100-412-600 General Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	STATE BAR OF NV; CONTINUING LEGAL EDUCATION CA	10/31/2024	45.00	11/10/2024	100-414-580 Training	1024
8649	NSB - BANKCARD CENTER	OCT 24	BALLY'S LAKE TAHOE; HOTEL STAY, 2024 GOV. CIVIL ATT	10/31/2024	263.40	11/10/2024	100-414-582 Travel	1024
8649	NSB - BANKCARD CENTER	OCT 24	NDEP; T3 RENEWAL J. HUHTALA WTP	10/31/2024	51.25	11/10/2024	510-840-642 Licenses and Permits	1024
8649	NSB - BANKCARD CENTER	OCT 24	ASCE; LUNCHEON S. PLEITEZ ENG	10/31/2024	35.00	11/10/2024	100-529-580 Training	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; FILE WALL HANGER, DRY ERASE BOARD, DUA	10/31/2024	14.73	11/10/2024	100-475-601 Office Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	SPRINGHILL SUITES; HOTEL STAY, PERMIT TECH TESTIN	10/31/2024	1,126.10	11/10/2024	100-605-582 Travel	1024
8649	NSB - BANKCARD CENTER	OCT 24	WALMART; ALL HANDS SUPPLIES 10/31/24	10/31/2024	49.98	11/10/2024	100-412-586 Employee Recognition	1024
8649	NSB - BANKCARD CENTER	OCT 24	ZOOM; UPGRADE TO ZOOM ROOM CCO	10/31/2024	37.94	11/10/2024	100-416-420 Outside Services	1024
8649	NSB - BANKCARD CENTER	OCT 24	NACCA; ATTIRE FMC (T-1)	10/31/2024	125.00	11/10/2024	100-425-600 General Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; COMPUTER SCREEN SHIELD PW	10/31/2024	53.99	11/10/2024	100-417-601 Office Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	HYATT LAKE TAHOE; WNDD NV LITHIUM SUMMIT CM	10/31/2024	71.50	11/10/2024	100-413-582 Travel	1024
8649	NSB - BANKCARD CENTER	OCT 24	AWWA; FALL CONF. A. MARTINEZ ENG	10/31/2024	435.00	11/10/2024	100-529-580 Training	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; LAPTOP CASE PW	10/31/2024	44.00	11/10/2024	100-417-601 Office Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	MCHOPPERS; NV LEAGUE OF CITIES MUNI. BASKET 202	10/31/2024	11.00	11/10/2024	100-412-650 Community Support	1024
8649	NSB - BANKCARD CENTER	OCT 24	NACCA; 2024 NORTHERN CONFERENCE FMC	10/31/2024	170.00	11/10/2024	100-425-581 Dues and Memberships	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; PLOW LIGHT PLUGS FL	10/31/2024	41.98	11/10/2024	100-480-610 Automotive Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; WALL MOUNT, 43" TV, CONFERENCE CAMERA	10/31/2024	589.77	11/10/2024	100-417-600 General Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	NNDA; 2024 ELECTION AND NV ECONOMY WARD 5	10/31/2024	50.00	11/10/2024	100-412-580 Training	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; FILE WALL HANGER, DRY ERASE BOARD, DUA	10/31/2024	14.73	11/10/2024	510-810-601 Office Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	EDAWN; MAJOR INVESTOR 11/14/24 CM	10/31/2024	50.00	11/10/2024	100-413-580 Training	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; FILE WALL HANGER, DRY ERASE BOARD, DUA	10/31/2024	36.81	11/10/2024	100-529-600 General Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	ZOOM; CMO MONTHLY SUBSCRIPTION	10/31/2024	168.00	11/10/2024	100-418-342 Tech Services-Other	1024
8649	NSB - BANKCARD CENTER	OCT 24	ZOOM; FMC SUBSCRIPTION	10/31/2024	100.00	11/10/2024	100-425-342 Tech Services-Other	1024
8649	NSB - BANKCARD CENTER	OCT 24	DOLLAR TREE; SPOOKTACULAR SUPPLIES	10/31/2024	36.15	11/10/2024	100-412-650 Community Support	1024
8649	NSB - BANKCARD CENTER	OCT 24	OSHA; 30HR CONSTRUCTION SAFETY D. HEARN	10/31/2024	159.99	11/10/2024	100-417-580 Training	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; OFFICE CHAIR FIN	10/31/2024	279.99	11/10/2024	100-415-600 General Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	ALL IN GRAPHIX; EMBROIDERY GEAR AC	10/31/2024	8.00	11/10/2024	100-525-322 Prof Serv-Other	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; KAWASAKI ROCKER ARM KIT & CYLINDER HEA	10/31/2024	407.75	11/10/2024	100-480-610 Automotive Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	AMAZON; FILE WALL HANGER, DRY ERASE BOARD, DUA	10/31/2024	7.36	11/10/2024	510-840-601 Office Supplies	1024
8649	NSB - BANKCARD CENTER	OCT 24	SONSRAY MACHINERY; PARTS STREETS	10/31/2024	1,009.69	11/10/2024	100-475-430 Outside Serv-Repair & Maint	1024
8649	NSB - BANKCARD CENTER	OCT 24	SIERRA ELECTRONICS; RADIO REPAIR AC	10/31/2024	179.80	11/10/2024	100-525-322 Prof Serv-Other	1024
8649	NSB - BANKCARD CENTER	OCT 24	RALEY'S; BOTTLED WATER SPOOKTACULAR	10/31/2024	10.47	11/10/2024	100-412-650 Community Support	1024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8649:					12,442.75			
NV ENERGY								
167	NV ENERGY	10601 NOV 24	80865908610601	10/31/2024	37.19	11/19/2024	100-475-622 Electricity	1024
167	NV ENERGY	13050 NOV 24	48768103613050 ACH	11/07/2024	2,330.51	11/26/2024	100-417-622 Electricity	1124
167	NV ENERGY	14319 NOV 24	34596405214319 ACH	11/07/2024	51.21	11/26/2024	100-575-622 Electricity	1124
167	NV ENERGY	34991 NOV 24	34596407734991 ACH	11/08/2024	37.54	11/27/2024	510-810-622 Electricity	1124
167	NV ENERGY	37594 NOV 24	80865904937594 ACH	11/08/2024	37.54	11/27/2024	100-475-622 Electricity	1124
167	NV ENERGY	41110 NOV 24	82190403641110 ACH	11/05/2024	41.90	11/19/2024	520-810-622 Electricity	1124
167	NV ENERGY	52067 NOV 24	82190407952067ACH	11/08/2024	120.81	11/27/2024	520-810-622 Electricity	1124
167	NV ENERGY	65197 NOV 24	34596407565197 ACH	11/07/2024	37.54	11/26/2024	510-810-622 Electricity	1124
167	NV ENERGY	67463 NOV 24	34596404867463 ACH	11/08/2024	81.82	11/27/2024	100-575-622 Electricity	1124
167	NV ENERGY	68387 NOV 24	345964082-68387	11/08/2024	37.54	11/27/2024	100-475-622 Electricity	1124
167	NV ENERGY	84389 NOV 24	34596503684389 ACH	11/07/2024	193.45	11/26/2024	100-417-622 Electricity	1124
167	NV ENERGY	98954 NOV 24	82190405098954 ACH	11/05/2024	4,530.24	11/22/2024	520-810-622 Electricity	1124
Total 167:					7,537.29			
OFFICE DEPOT								
133	OFFICE DEPOT	395664364001	usbs for discovery	11/07/2024	73.80	11/21/2024	100-414-600 General Supplies	1124
Total 133:					73.80			
OFFICE SHIPPING & MAILBOXES								
8589	OFFICE SHIPPING & MAILBOXES	169039	Camera shipping for repairs	11/17/2024	185.19	11/21/2024	520-810-430 Outside Serv-Repair & Maint	1124
Total 8589:					185.19			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-327209	SWAY LINK FOR FLEET	11/07/2024	17.42	11/21/2024	100-480-610 Automotive Supplies	1124
6230	O'REILLY AUTO PARTS	3599-327955	LEAK FINDER	11/12/2024	10.11	11/21/2024	100-480-610 Automotive Supplies	1124
6230	O'REILLY AUTO PARTS	3599-328024	ANTI FREEZ FOR FIRE DEPT.	11/12/2024	59.96	11/21/2024	100-126000 Intergovernmental Receivable	1124
6230	O'REILLY AUTO PARTS	3599-328266	TIRE PRESSURE SENSORS FOR 1010	11/14/2024	20.00	11/21/2024	100-480-610 Automotive Supplies	1124
6230	O'REILLY AUTO PARTS	3599-328316	PARKS TRAILER PLUG FIX FOR DUMP	11/14/2024	25.98	11/21/2024	100-480-610 Automotive Supplies	1124
6230	O'REILLY AUTO PARTS	3599-328379	TRANSMISSION GASKET FOR PAN 3042	11/15/2024	41.80	11/21/2024	100-126000 Intergovernmental Receivable	1124
6230	O'REILLY AUTO PARTS	3599-328391	SPARE TIRE HOIST FOR 3006	11/15/2024	147.16	11/21/2024	100-480-610 Automotive Supplies	1124
6230	O'REILLY AUTO PARTS	3599-328827	credit	11/18/2024	41.80-	11/21/2024	100-126000 Intergovernmental Receivable	1124
6230	O'REILLY AUTO PARTS	3599-328992	surp belt for 9002	11/19/2024	41.69	11/21/2024	100-480-610 Automotive Supplies	1124
6230	O'REILLY AUTO PARTS	3599-329134	shocks for 10002	11/20/2024	140.66	11/21/2024	100-480-610 Automotive Supplies	1124
Total 6230:					462.98			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
PACIFIC STATES COMMUNICATIONS									
1325	PACIFIC STATES COMMUNICATIONS	506711	UNABLE TO CALL IN OR OUT- restart trunk	11/15/2024	206.25	11/21/2024	100-413-322	Prof Serv-Other	1124
Total 1325:					206.25				
PACIFIC STORAGE COMPANY									
8876	PACIFIC STORAGE COMPANY	5234776	Shred Services	11/13/2024	66.00	11/21/2024	100-416-420	Outside Services	1124
Total 8876:					66.00				
PAPE KENWORTH									
3097	PAPE KENWORTH	15749865	HYDRAULIC LINE FOR PARKS TRACTOR	11/14/2024	77.31	11/21/2024	100-575-430	Outside Serv-Repair & Maint	1124
Total 3097:					77.31				
PUBLIC EMPLOYEES RETIREMENT SYSTEM									
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	OCT 2024	#621 RETIREMENT CONTRIBUTIONS	10/31/2024	164,059.50	11/18/2024	100-216000	RETIREMENT PAYABLE	1024
Total 144:					164,059.50				
RENOWN HEALTH									
190	RENOWN HEALTH	3455895	MRN 3215273	11/11/2024	2.16	11/21/2024	100-417-322	Prof Serv-Other	1124
190	RENOWN HEALTH	3455895	MRN 3215273	11/11/2024	4.75	11/21/2024	510-840-322	Prof Serv-Other	1124
190	RENOWN HEALTH	3455895	MRN 3215273	11/11/2024	25.80	11/21/2024	100-475-322	Prof Serv-Other	1124
190	RENOWN HEALTH	3455895	MRN 3215273	11/11/2024	9.45	11/21/2024	520-810-322	Prof Serv-Other	1124
190	RENOWN HEALTH	3455895	MRN 4540937	11/11/2024	45.00	11/21/2024	520-810-322	Prof Serv-Other	1124
190	RENOWN HEALTH	3455895	MRN 3215273	11/11/2024	22.33	11/21/2024	510-810-322	Prof Serv-Other	1124
190	RENOWN HEALTH	3455895	MRN 4685447	11/11/2024	50.00	11/21/2024	100-475-322	Prof Serv-Other	1124
190	RENOWN HEALTH	3455895	MRN 3215273	11/11/2024	5.51	11/21/2024	100-575-322	Prof Serv-Other	1124
Total 190:					165.00				
RESOURCE CONCEPTS									
8602	RESOURCE CONCEPTS	24-1464	Water Rights Services	11/11/2024	7,783.50	11/21/2024	510-810-698	Water Rights Protection	1124
8602	RESOURCE CONCEPTS	24-1465	Water Rights Services	11/11/2024	682.50	11/21/2024	510-810-698	Water Rights Protection	1124
8602	RESOURCE CONCEPTS	24-1466	Water Right Services	11/11/2024	195.00	11/21/2024	510-810-698	Water Rights Protection	1124
Total 8602:					8,661.00				
SIERRA ELECTRONICS									
161	SIERRA ELECTRONICS	AR47867	PS Two Way Radio Maintenance (1&2 of 4)	11/14/2024	109.44	11/21/2024	510-840-530	Communications	1124
161	SIERRA ELECTRONICS	AR47868	PS Two-way radio maintenance. (1&2 of 4)	11/14/2024	109.44	11/21/2024	510-840-530	Communications	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 161:					218.88				
SILVER STATE ANALYTICAL LABORATORIES									
7856	SILVER STATE ANALYTICAL LABORATORIES	RN322302	resample of 955 jessica lane	11/11/2024	110.00	11/21/2024	510-810-423	Outside Serv-Analytical	1124
7856	SILVER STATE ANALYTICAL LABORATORIES	RN322310	TPAS sample for jessica lane	11/11/2024	22.00	11/21/2024	510-810-423	Outside Serv-Analytical	1124
7856	SILVER STATE ANALYTICAL LABORATORIES	RN322392	quarterly hardness and TDS samples	11/13/2024	280.00	11/21/2024	510-810-423	Outside Serv-Analytical	1124
7856	SILVER STATE ANALYTICAL LABORATORIES	RN322395	PS Lab sample	11/13/2024	18.00	11/21/2024	510-840-423	Outside Serv-Analytical	1124
Total 7856:					430.00				
SOUTHWEST GAS CORP									
204	SOUTHWEST GAS CORP	86744 NOV 24	910001086744 WTP	11/08/2024	1,643.57	11/27/2024	510-840-621	Natural Gas	1124
Total 204:					1,643.57				
THATCHER COMPANY, INC.									
8646	THATCHER COMPANY, INC.	2024400106415	WWTP Chlorine	11/14/2024	6,057.00	11/21/2024	520-810-617	Chemical Supplies	1124
Total 8646:					6,057.00				
U S POSTAL SERVICE									
7344	U S POSTAL SERVICE	DEC 2024	PREPAID POSTAGE FOR IN-HOUSE BILLING	12/01/2024	1,900.00	11/21/2024	510-810-550	Printing and Postage	1224
7344	U S POSTAL SERVICE	DEC 2024	PREPAID POSTAGE FOR IN-HOUSE BILLING	12/01/2024	1,900.00	11/21/2024	520-810-550	Printing and Postage	1224
Total 7344:					3,800.00				
UNVC									
9034	UNVC	4585	CRRC - special inspections	11/06/2024	2,945.85	11/21/2024	220-480-810	ARPA	1124
Total 9034:					2,945.85				
UTILITY DEPOSITS									
2202	UTILITY DEPOSITS	13359511	CREDIT REFUND	11/13/2024	8.80	11/14/2024	010-115100	Cash Clearing-Utilities	1124
2202	UTILITY DEPOSITS	13753103	CREDIT REFUND	11/13/2024	97.58	11/14/2024	010-115100	Cash Clearing-Utilities	1124
2202	UTILITY DEPOSITS	16895408	SEWER DEPOSIT REFUND	11/15/2024	80.00	11/21/2024	520-228200	Customer Deposits	1124
2202	UTILITY DEPOSITS	16895408	WATER DEPOSIT REFUND	11/15/2024	25.65	11/21/2024	510-228200	Customer Deposits	1124
2202	UTILITY DEPOSITS	2114308	SEWER DEPOSIT REFUND	11/12/2024	16.83	11/14/2024	520-228200	Customer Deposits	1124
2202	UTILITY DEPOSITS	4163504	CREDIT REFUND	11/13/2024	84.46	11/14/2024	010-115100	Cash Clearing-Utilities	1124
2202	UTILITY DEPOSITS	75307.08	CREDIT REFUND	11/13/2024	129.24	11/14/2024	010-115100	Cash Clearing-Utilities	1124
2202	UTILITY DEPOSITS	9226404	CREDIT REFUND	11/13/2024	374.39	11/14/2024	010-115100	Cash Clearing-Utilities	1124
2202	UTILITY DEPOSITS	9971801	WATER DEPOSIT REFUND	11/14/2024	37.23	11/21/2024	510-228200	Customer Deposits	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 2202:					854.18			
VANDERHEIDEN, JACOB RAY								
9027	VANDERHEIDEN, JACOB RAY	111324	PLANNING COMMISSION STIPEND	11/13/2024	80.00	11/21/2024	100-610-322 Prof Serv-Other	1124
Total 9027:					80.00			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2602	Scada Support and materials	10/31/2024	4,303.08	11/21/2024	520-810-429 Outside Serv-SCADA	1024
Total 8606:					4,303.08			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	NOV 2024-2	DEFERRED COMPENSATION, 457	11/15/2024	3,567.50	11/15/2024	100-215000 457 PAYABLE	1124
8591	VOYA FINANCIAL	NOV 2024-2	ROTH IRA	11/15/2024	210.00	11/15/2024	100-215000 457 PAYABLE	1124
Total 8591:					3,777.50			
WAGNER, CODY								
9013	WAGNER, CODY	111324	PLANNING COMMISSION STIPEND	11/13/2024	80.00	11/21/2024	100-610-322 Prof Serv-Other	1124
Total 9013:					80.00			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11472332-1	bin stock	11/08/2024	321.79	11/21/2024	510-810-613 Meter Service Supplies	1124
195	WESTERN NEVADA SUPPLY CO.	11506159	Sensus iperl 3/4 inch 1000 gal water meters	11/08/2024	4,573.20	11/21/2024	510-166100 Construction In Progress	1124
195	WESTERN NEVADA SUPPLY CO.	11506160	bin stock	11/08/2024	2,992.04	11/21/2024	510-810-613 Meter Service Supplies	1124
195	WESTERN NEVADA SUPPLY CO.	11507568	PS parts stock	11/14/2024	446.39	11/21/2024	510-840-614 Shop Supplies	1124
195	WESTERN NEVADA SUPPLY CO.	11511421	Sensus dual port MXU	11/08/2024	4,474.72	11/21/2024	510-166100 Construction In Progress	1124
Total 195:					12,808.14			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	185269	Surveying and Mapping Services	09/30/2024	315.00	11/21/2024	100-529-320 Prof Serv-Engineering	924
2454	WOOD RODGERS, INC.	186210	Surveying and mapping services	10/31/2024	817.50	11/21/2024	100-529-320 Prof Serv-Engineering	1024
2454	WOOD RODGERS, INC.	186336	Main St. Beautification prof svc thru 10.31.2024	10/31/2024	9,092.50	11/21/2024	220-480-684 Main Street Beautification	1024
2454	WOOD RODGERS, INC.	186672	Federal Lands Bill Services thru 10/31/2024	10/31/2024	2,625.00	11/21/2024	100-413-322 Prof Serv-Other	1024
Total 2454:					12,850.00			
Grand Totals:					1,614,175.08			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
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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
NOVEMBER 6, 2024**

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

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

1.3. Public Forum

Cody Wagner thanked the Council for the public workshop regarding the future phases of the community center. There wasn't a ton of public input, but it did check an important box for us, and that is the public had a chance to have a say in the project. We have a clear record now that there was an opportunity for input on where this project is going. He also thanked Councilwoman McKay, for putting Item 8.2 on the agenda and would do whatever he can to participate. He also thanked City Attorney Mouritsen for the pool board item. He did meet with the pool board and heard their side of what they had planned. They took the word "takeover" very literally. He encouraged a spirit of collaboration with that pool board. He wants what the possibilities are.

Sharon Holley thanked the county for cleaning the cemetery.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses.

2.4. Possible Action to Approve the Will-Serve Request from Tractor Supply for 0.84 ERC's for Water and 1.88 ERC's for Sewer for Lyon County Parcel 021-271-03 located at 1200 Fremont Street Fernley, NV 89408

2.5. Discussion and Possible Action to approve the purchase of four (4) Shade Structures from Big T Recreation for the In Town Park Improvement Project for an amount of \$41,748.00

2.6. Possible Action to Approve the Will-Serve Request from The Meadows at Inglewood, LLC for 0.05 ERC's for Water and 0.14 ERC's for Sewer for Kiln-Time Pottery Studio Lyon County Parcel 020-341-10 located at 1044 Inglewood #105 Fernley, NV 89408

2.7. Possible Action to Approve the Will-Serve Request from Fernley Justice Court for 0.44 ERC's for Water and 2.57 ERC's for sewer for Lyon County Parcel 021-103-50 located at 565 E. Main Street Fernley, NV 89408

2.8. Possible Action to Approve the Will-Serve Request from Western Ceramics Company LLC. for 0.15 ERC's for Water for Lyon County Parcel 021-241-03 located at 2200 E. Newlands Drive, Fernley, NV 89408.

2.9. Discussion and Possible action to approve the award of the 2024-2025 Annual Chemical Supplier Contract to Thatcher Company of Nevada, Inc. for an amount not to exceed the unit price per pound as listed in the submitted bid document for each chemical supplied.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approved. **Moved by:** Councilwoman Felicity Zoberiski, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed.

Summary: Yes 5. Councilwoman Zoberiski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

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

Chief Deputy Mitch Brantingham, Lyon County Sheriff's Department, stated that Halloween week was a very eventful week. There were 48 arrests last week. The department worked with code enforcement on a business operating without a license. That business was trying to operate in a condemned structure without proper licensing or permitting. We were able to work with city code enforcement to get a citation issued and try and make that situation as safe as possible for the community. The department had an inmate crew do some cleanup by the Veterans cemetery. That is not actually BLM property over there. He contacted the director of BLM for our region. They were contracted to maintain and clean up that section of property, which allowed the sheriff's office to work with their MOU to take enforcement action on that land. That contract has since been folded between the BOR and the BLM, so that the property is under the control of the BOR now. Unfortunately, the BOR has one officer. The department is working with the BOR to try and get some sort of MOU, or something in place that gives them the authority to go out and clean that property up. BLM is working closely with the department to try and get their contract reinstated. He attended the Truckee River Corridor Cleanup meeting in Washoe County. They're starting a coalition that consists of law enforcement, waste management, public works and mental health entities, to build a program that can go in and clean up homeless encampments and deal with motor homes and garbage cleanup and all sorts of things. It is the foundation for some programs that could potentially benefit the City of Fernley. There will be more updates as that project unfolds. The department is currently planning the Christmas parade for Fernley and working on the permitting processes and the strategic plan. There were no major incidents to report countywide the elections. Everything seemed to go smoothly. The department is starting to see a little bit of an uptick in the domestic dispute and the mental health calls for service that they generally see coming into the holiday season. The department is looking forward to working with the community to try and reduce those instances of porch pirates or thieves, as the Christmas holidays approach.

Councilwoman Felicity Zoberiski asked how often they use inmate crews in Fernley. Are there any juvenile community service work crews?

Chief Deputy Brantingham stated they are limited as far as the areas where they can do cleanups. As far as the juvenile work programs, it's not something they really have any involvement with.

Councilman Ryan Hanan thanked Chief Deputy Brantingham for the report regarding BLM and BOR land, and the work done by the work crews.

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 the Fern 45, 10th Annual Off-Road Poker Run is this week, November 7th through November 9th. On Monday, November 11th, City Hall offices will be closed in observance of Veterans Day.

City Clerk Kim Swanson stated that the Special Meeting on November 14th will have to be a Zoom Meeting due to Juvenile Court using the Council Chambers.

Councilman Ryan Hanan thanked the city staff and the clerk's office for the hard work that they did during the elections.

Councilwoman Felicity Zoberski thanked the staff for the Spooktacular event and gave a shout-out to the schools for educating kids on Veterans Day.

Councilman Albert Torres thanked the Clerks' office for their hard work and long hours during the elections, and a big thank you to everyone for the Spooktacular event. FCTA is accepting grant applications from November 1st through November 29th. These funds are for projects, events, or activities that will promote tourism in Fernley during the grant period cycle from January 1, 2025, through June 30, 2025. There's detailed information on our website. The Fernley Senior Citizen Advisory Committee is holding its 1st annual Senior Angel Tree. The application dates to enroll are November 1st through November 15th. All completed applications must be returned to the city clerk's office by November 15th.

Councilwoman Fran McKay reported that the Rotary Club Thanksgiving dinner would be at the Wigwam from 1:00 pm to 3:00 pm. On Thanksgiving eve, they will be delivering meals to shut-ins. Volunteers are needed to help deliver meals and to cook and serve on Thanksgiving Day. Rotary is also doing the Grinch breakfast again this year.

Mayor McIntyre thanked Jessica Murdock and her mother for a job well done with the Spooktacular event. We hit a record high of over 4,000 attendees and handed out over 58,000 pieces of candy with over 60 volunteers. He thanked all the businesses that donated.

4. PROCLAMATIONS BY THE MAYOR

Mayor Neal E. McIntyre read the proclamation for Veterans Day.

5. PRESENTATIONS

5.1. Presentation regarding the steps required to create a Special Assessment District for the City to possibly take over the Swimming Pool District

City Attorney Mouritsen presented the steps required to acquire the swimming pool. The only way that it can occur is if the City Council works hand in hand with the Pool District as well as the county. There's a process that is taken to create a merger with the City for the Pool District. City Attorney Mouritsen explained the process stating that County Commissioners can vote to dissolve by ordinance any district that they have as part of a county district. He further explained this would require the cooperation of the Pool Board. If the County Commissioners or the Pool Board is opposed to the merger it will not move forward. If a merger does take place, all the assets as well as liabilities that belong to the Pool Board would be transferred to the city within 6 months. Another part of that is the City Council does keep the ability to be able to continue to enforce any special assessments that the Pool District previously had. There is one benefit to

merging the Pool District, and that's the ability to create a new Special Assessment District. This is a special tax that is levied upon the citizens of Fernley that can be used for improvements and specific purposes. Some of the major pros is that a merger with Pool District would allow for a lot of duplicative issues or positions to be merged and resolved. Without all three parties being on the same page, it's unlikely that a successful merger can occur.

Councilman Stan Lau thanked City Attorney Mouritsen for the presentation. We do need to have the Board to run it. He suggested that if this happens, the city can get with the parks and get something going for adult sports activities and get more involvement with the community.

Councilwoman Fran McKay stated that she was not in favor of a merger.

Councilman Ryan Hanan stated he hoped there will be some sort of comprehensive study to see what the actual cost would be.

Councilman Albert Torres stated that he has spent a lot of time at the pool talking to their Board and their employees. He is happy with the job that the Pool Board is doing. The city needs to focus on getting to a better place before taking on somebody else's liability. Now is not the time, and he has full faith in the Pool Board and the Pool Board employees that they will continue to provide a great service.

Public Input:

Suzanne Prouty, Chair of the Fernley Pool District, stated that if the city wants to collaborate, they must notify them of meetings. The last time they weren't notified, and they found out that the city was having a meeting. They did not get notified this time. Collaboration requires notification. She appreciated the council's comments, and now the Pool District can talk about it. If the city wants to collaborate, they need to collaborate.

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

Robert Carson, City Treasurer, presented the financials for the first quarter of fiscal year 2025.

Councilwoman Zoberski inquired about the miscellaneous revenues in the general fund.

Mr. Carson stated the biggest portion of those are donations that we have received. \$400,000 of that \$417,000 is donations. \$300,000 from Lyon County for the construction of the CRRC and \$100,000 from the Fernley Community Foundation.

Mayor Neal E. McIntyre called for a break. 6:13 pm - 6:21 pm.

5.3. For information and possible discussion on Fernley Animal Control including goals to accommodate current and projected growth and increased services.

Randee Gahr, Animal Control Officer, presented. She explained based on a statistical model used by the American Veterinary Medical Association, the City of Fernley has about 9,700 animals. This does not include exotic animals, small mammals and individuals who have boarding disorders. The same statistical model to estimate the growth in number of animals over the next 4 years was about 1,000 animals. This is a great deal for a city that is staffed by two individuals and does not have its own facility. Ms. Gahr explained that her department has responded to 2,178 cases since 2020. On average, she usually seized one to two animals per year due to cruelty-related issues. This year 14 so far. From January 2020 to October 2024, we have impounded 1,032 animals. Fernley also severely lack services. Our community members need access to low-cost vaccinations, spay, neuter, microchipping, and pet food assistance. A large issue is also medical grooming education. Staffing is also another major point. The largest case count was in 2021 where there were 468 cases that were responded to by a single officer.

She stated she was before the City Council to ask for the support of a Fernley-based animal shelter that houses dogs and cats and is capable of growth. This would provide the services that are needed as Fernley grows to ensure that animals that are from Fernley remain in Fernley. This is pivotal in helping to relieve the burden on the shelter, and to ensure that Fernley is providing a basis for educated and responsible pet ownership. We can encourage responsible pet ownership for those who are financially disadvantaged, and still ensure that the animals are getting the care and the services that they need.

Councilman Albert Torres inquired if a possible site location had been explored and what it would cost to get a competent starting facility. He also asked if there were any federal grants available.

RanDee stated that she has looked at 3 different properties, all city owned. At a minimum she would like at least 20 kennels and the ability to house at least 20 cats. We've explored the option of a metal building. Not counting any of the chain link work or block work, or anything that would need to be done to set up the kennels, the building itself was just about 30,000. She will look into it and get some estimates together. The only grants that were found currently were just for repairing existing facilities. What they want are statistics and data on the number of intakes, the number of live releases, and there is very limited data on that, because all our data is shared with the shelter. There are grants for staffing and programs like domestic violence and food programs, but you must have a facility in existence. I've been trying to research how to achieve a grant that would start us with a facility but have not been successful.

Mayor McIntyre stated that his vision is a little bigger to where you could have dog grooming as well as boarding and training, but the shelter is a perfect start. More information on cost and the location is helpful for this Council.

Councilwoman Zoberski stated that the Council supports all the efforts and ideas for a shelter. It's hard for the Council to say okay. There are just so many unanswered questions. It's a crisis in our city. She asked if there was a drop box or a donation area within City Hall where people could bring donations for food or litter or puppy pads. We all support your efforts, and it would be great if we could start figuring out how we can act on the solutions.

RanDee Gahr stated that most people bring donations to the front desk, and then she keeps it until she can find someone who needs it. Those things that are greater than just a few bags of food typically are taken to the shelter. We do keep some donations in the office, so when we do find somebody who is having trouble, we can immediately help them. Argonne has also been instrumental in helping with that as well.

Councilman Ryan Hanan stated that he is in agreement with it. He also gave full disclosure that he is on the Lyon County Animal Control Advisory Board, and he sees firsthand what happens at the shelter. This is a long-term project. He would like to see some stronger legislation or regulations for animals at large.

6. ORDINANCES

6.1. Introduction and first reading of Bill # 357, regarding proposed amendments to Title 6 – Animals of the Fernley Municipal Code regarding community guidelines, breeder prohibitions, and animal cruelty penalties.

Lydia Altick, Deputy City Manager, stated this is the first reading for this item. There will be a presentation and discussion at the November 20th meeting.

7. RESOLUTIONS

7.1. (For Possible Action) Discussion and possible action on Resolution #24-019, a resolution: 1) adding a voluntary expedited fee to the Planning Department fee schedule to utilize outside planning review services; and 2) reducing the Temporary Use Permit fee for special events as previously directed by City Council.

Ben Marchant, City Manager, presented for Planning Director Michele Rambo. This resolution addresses the Special Event Temporary Use permit that has been discussed several times throughout this year. As requested by the City Council, the proposed fee has been reduced to a \$100.00 flat fee with a \$4.00 technology fee. New to the fee schedule is the addition of an expedited fee. This is a fee that is going to be optional for developers submitting applications to the city. This new fee will speed up the overall processing, and it will cover the fee that we have retained for outside consultants to help us with the workload and our administrative fees. The fee covers review time of consultants, staff time for administrative tasks, oversight and city staff time for meetings. The overall processing time has improved in the last year, but we have a vacancy in the senior planner position right now, and there's a small backlog that is continuing to push and grow with our limited resources.

Councilwoman Zoberski asked if our planning staff would still be making \$80 per hour, then charging the extra \$200 as well. She also asked if we are bidding out for our consultants or do you just decide which consultant we're going to use, and then we go with that consultant.

City Manager Marchant explained how the expedited fees are charged and collected. He stated the City entered into a contract with a consulting firm last month that provides supplementary services for both building inspections and plan review. There is no requirement to use them, but they're as needed while we have vacancies, and if we get behind.

Councilman Torres asked if there was a possibility of trying this for six months, then come back with a report on who had paid and how much faster those were done, so we can gauge to see if this has been successful or not. If it's not, then we can cancel it.

City Manager Marchant stated if the Council approves this resolution, we could report back in 6 months to see how it's going. The Council will also be apprised of communication with the developers and the applicants to make sure their needs are met.

Councilman Hanan stated he has talked to some local developers about this, and they like having the ability to expedite it. I think it would be beneficial to have the option.

Motion: I MOVE TO APPROVE RESOLUTION #24-019 AS PRESENTED BY STAFF TO TAKE EFFECT ON NOVEMBER 18, 2024, WITH REVIEWS EVERY SIX MONTHS. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, **No:** Councilwoman McKay.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. Possible Action requesting a future agenda item to look into pay raises for the Mayor and City Council. (Councilwoman McKay)

Councilwoman Fran McKay proposed this item because it's been a few years since the Council has had a pay raise.

Motion: I MOVE TO LOOK INTO PAY RAISES FOR THE MAYOR AND CITY COUNCIL. **Action:** Approved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

8.2. Possible Action requesting a future agenda item to look into establishing a committee for future development of the Community Response and Resource Center. (Councilwoman McKay)

Councilwoman McKay stated a committee deciding, working on and presenting to the Council what the most important next steps are.

Councilman Hanan stated that he was under the impression that we have a project scope that we are working on with our lobbyists and our State legislators to apply for money. If we start holding more meetings, and have more committees, and start moving everything around, it jeopardizes the process that has already started. We had a deadline to present a proposal to the state. We had to have numbers and plans in place, and that deadline has passed. We're doing this after the fact, it should have been done 2 years ago. His understanding from the architect is security requirements from the Boys and Girls Club about where buildings must go for access controlling the environment. The architect that presented made it clear in the last presentation that those things had to be in that order, because that was the requirement of the Boys and Girls Club and if we didn't meet that requirement, they would not utilize those buildings.

Mayor McIntyre stated that 4 of the 5 Council people sitting on this dais are the ones that voted on and agreed to this project, Phase 1, 2, and 3. Phase 1, which was the ARPA money that we received, has got to be spent by 2026, Building placement should have been decided long before the infrastructure was started. Now that all the infrastructure is in, it's going to cost us over a million dollars to flop those buildings, and that is a big cost, I just don't think that the city should have to pay. This has been hashed over for 2 years and these buildings have been flopped back and forth numerous times before they settled on where these buildings are today. Mike Worm, who was going to operate the Boys and Girls Club, recommended that this early learning center needed to go on the west side of the Boys and Girls Club simply because of the safety issues of that building. NRS statute says that you can't have a drop-off zone on a main thoroughfare, which is what Lois Lane is considered. That's why the early learning center is where it is. I am against moving these buildings. What I'm not dead set on is how this building is made, whether it's stone and mortar, or a metal building. That can be decided once we go forward with Phase 3. At this point, right now, I do not want to spend over a million dollars to move these 2 buildings. All this has already been discussed as far as where the early learning center is going, what's going to be in it, how it's going to be built, and the same with Phase 3. When this project was brought up, there was community input involvement in placement and size of the building. The community did have a say in this. It's just recently that they want to change it. Different people want to change where this is going.

Councilwoman Felicity Zoberski stated that this agenda item says establishing a committee for future development. That seems that it would be the place to talk about all these things and about moving things. The committee was meant so you could look at recommendations from your community because we're the ones that have to live with the early learning center forever, so your community has input on where the gym is going and those should be recommendations that you're listening to as well. Some stuff is getting lost in requirements and what the architects want. They want things done the way that they planned. If it costs us an extra 1 million dollars, which I'm not saying is a small amount of money, but this is supposed to be our community center forever. That means we want to make sure that we want those things to go in those spots. This agenda item says a request for establishment of a committee for future development. She stated it sounds like the Mayor is trying to stay away from it because he does not want to change anything. Your community has come here and said how they want to be involved. This

committee should be established so the building is something that the whole community agrees with not just what Core or TSK agrees with. This is your community asking you for involvement.

Councilman Torres asked are we looking for establishing the community for future development or are we looking to establish a community to make changes? Once that question is answered, then it's whether or not we need the committee, or should we just continue to have community communication and this Council acts as the committee, instead of establishing a new committee.

Motion: I MOVE TO ESTABLISH A COMMITTEE FOR FUTURE DEVELOPMENT OF THE CRRC CENTER. **Action:** Approved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, **No:** Councilman Lau, Councilman Hanan.

Mayor McIntyre vetoed the vote.

City Attorney Mouritsen stated that somebody needs to make a motion to overturn the veto, and then that motion is then voted on and requires a super majority vote.

Motion: I MOVE TO RE-VOTE ON THE ISSUE. **Action:** Denied. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Failed. **Summary:** .Yes 3, No 2. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, **No:** Councilman Lau, Councilman Hanan.

City Attorney Mouritsen stated the veto stands.

8.3. Possible Action requesting a future agenda item to look into creating an Enterprise Fund Resolution for building. (Councilman Torres)

Mayor McIntyre had a few questions. First, he would like to know where the thought of this Building Enterprise Fund came from, what its purpose is, and how this affects the City of Fernley and the budget process. A lot of the income that comes from building permits goes to general fund to use for raises and hiring. It is a big proportion of our revenue right now.

Councilman Torres stated that he had done research and had spoken to developers and other municipalities in the State. Fernley is the only municipality in the State that doesn't have one. The purpose of the Enterprise Fund is to make developers pay for development instead of putting it on the back of the taxpayers that currently live here. By establishing an enterprise fund, we can take the money generated by developers in building and we charge them to go through our process. So far, the response from most developers is, they can't believe you don't have this because it is a huge money generator. It's a proven plan to have this Enterprise Fund. It's going to get things done quicker. We're not going to have a backlog and we're in control of where the money goes for the Enterprise Fund in building and development. It's self-generating. We do have a partner in the development world that will get us kick-started with the hiring of the two initial planners to get these projects done. The expedited fee that we're already going to be asking for, we don't have to get rid of that upfront because there's going to be other developers that will be using our staff or outside consultants to do that work. Some of the buildings that are coming are anywhere from 50 to 400 million dollars. I went very thoroughly over what Sparks does, very thoroughly over what Reno does. I like the City of Sparks plan better. I met with their Chief Engineer and their Chief of Public Works. They helped me put this together with this idea, and they were able to show me in black and white that this enterprise fund is good. They had nothing bad to say about it if we stay within statute, and don't try to pay for something else out of that Enterprise fund just like we do with sewer and water now. So that's why I think it's a great idea. He will provide staff and City Attorney Mouritsen with the City of Sparks Resolution.

Motion: I MOVE FOR FUTURE AGENDA ITEM TO LOOK AND CREATE ENTERPRISE FUND RESOLUTION FOR BUILDING, AND I WILL GET THE CITY OF SPARKS RESOLUTION AND SOP TO MR. MOURITSEN. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Ryan Hanan requested a future agenda item to start the process for Animal Control, to look at the land, the building, and all the things proposed to us this evening.

Councilwoman Felicity Zoberski requested a future agenda item to look into establishing a committee for future development of the CRRC Center.

10. PUBLIC FORUM

Councilman Stan Lau left at 8:00 pm.

Becki Howlett stated having a citizens' committee to be able to discuss what is going on with the community center and what future things are coming up would be good.

Cody Wagner (Zoom) stated Councilman Hanan had a fair point the city has a plan to go forward for funding from the State Legislature. His sources at the State legislature tend to think that there's little to no chance that \$15 million is going to fall out of the sky for us. That's part of the reason that he's pushing all this stuff because he thinks we're going to get to April or May and not have any funding for anything. Everything he's ever heard is as hard as it is to fund a building, it's twice as hard to sustain it and operate it. If the city wants to take those things on, he's all for it. In April or May, if the funding isn't there, maybe we can re-collaborate and figure it out. We've built a sustainability model where the Fernley Community Foundation could be part of the operations and the financial sustainability of the building. The building that is proposed, he's not ready to do that for. In future conversations, maybe we can get back to a point where it is a collaborative process where everyone has input.

11. ADJOURNMENT

The next meeting will be November 14th via Zoom at 3:00 to canvass the vote. The next regular meeting will be November 20, 2024, at 5:00 pm.

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:04 pm.

Approved by the Fernley City Council on December 4, 2024, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL SPECIAL MEETING
NOVEMBER 14, 2024**

Mayor Neal E. McIntyre called the meeting to order at 3:00 pm.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Frank McKay, Councilman Hanan (Zoom), Councilman Albert Torres (Zoom), City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist II Reba Skinner, **Absent:** Councilwoman Felicity Zoberski, Councilman Stan Lau

1.3. Public Forum

None

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA AS PRESENTED. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed **Summary:** Yes 3. **Yes:** Councilman Hanan, Councilman Torres, Councilwoman McKay.

2. STAFF REPORTS

2.1. Discussion and Possible Action to canvass the vote from the November 5, 2024, General Election per NRS 293.387.

City Clerk, Kim Swanson stated they were here to canvass the results of the 2024 General Election. The City of Fernley has 17,868 registered voters. 11,809 ballots were cast for this election. 6,400 voters took advantage of in person voting. The City Clerk's office conducted 11 days of early voting and General Election Day at City Hall. The overall turnout for Lyon County was 71%. The turnout for the City of Fernley was 66.9%. She thanked Brenda Gosser, Reba Skinner, Sandy Harris, and the 19 election workers for their hard work and dedication. She also thanked the Facilities Department for their hard work and support. Congratulations to Mr. Joe Mendoza on his successful win for Council Ward 5, and congratulations to Councilwoman Zoberski and Councilman Torres on another 4-year term as council members in their wards. Councilman Mendoza will be seated on November 20th after being sworn in by Judge Matheus. City Clerk Swanson stated this election was held according to the Secretary of State election standards. There were no mechanical or clerical errors discovered. The Secretary of State implemented a new check-in kiosk system that made the process much quicker and smoother.

Motion: I MOVE TO ACCEPT THIS CANVAS OF THE VOTES. **Action:** Approved. **Moved by:** Councilwoman Fran McKay, **Seconded by:** Councilman Albert Torres. **Vote:** Passed. **Summary:** Yes 3. **Yes:** Councilman Hanan, Councilman Torres, Councilwoman McKay.

3. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None

4. PUBLIC FORUM

None

The next City Council meeting will be November 20, 2024, at 5:00 pm.

5. ADJOURNMENT

There being no further business to come before it, the Fernley City Council Special Meeting adjourned at 3:07 pm.

Approved by the Fernley City Council on December 4, 2024, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk, Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
NOVEMBER 20, 2024**

Mayor Pro Tem Albert Torres called the meeting to order at 5:12 pm and asked for a recess until the technical issues were resolved. The meeting was called to order at 5:17 pm.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Oath of Office and Swearing In of Newly Elected Official

Judge Matheus administered the oath of office to newly elected Councilman Joe Mendoza.

1.3. Roll Call

Present: Mayor Pro Tem Councilman Albert Torres, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Joe Mendoza, City Manager Ben Marchant, City Attorney Aaron Mouritsen, Municipal Court Judge Lori Matheus, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, Deputy Public Works Director Olivia John, Utilities Director Seong Kim. **Absent:** Mayor Neal E. McIntyre

Mayor Pro Tem Albert Torres presented Fran McKay with a plaque from the City in appreciation of her many years of dedication to the city.

Ben Marchant, City Manager, conveyed Mayor Neal E. McIntyre's deep appreciation for the time working together and serving the city of Fernley. The Mayor regrets that he is not able to be here, even virtually, and is very grateful for her service and he would also like to welcome Councilman Joe Mendoza to the team.

1.4. Public Forum

There was none

1.5. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses.

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

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

Chief Deputy Mitch Brantingham, Lyon County Sheriff's Department, thanked Fran McKay for her years of dedication to the city. The department is putting together the statistics for 2024 and will be ready around February. The department has been working with Councilman Torres over the last couple of weeks, who has been working with BOR to get a MOU done with the city. That will allow city personnel and the Sheriff's department to partner to clean up the homeless camp by the Veteran's Cemetery and get those folks the appropriate resources and work with human resources through the county. The Shop With A Sheriff is December 13, 2024, at Walmart, and they are still looking for donations. Recently there were five cadets that graduated and a couple of them will be coming to Fernley. The citizens of Fernley should expect to see new faces as they keep staffing levels up and keep patrols active and response times down. He reminded people to keep their cars locked. There have been vehicles stolen from other areas recovered in our area.

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

Ben Marchant, City Manager, introduced Seong Kim, the new Utilities Director. He stated that he had heard from the city's lobbyist, Nick VanderPoel, that Congressman Amodei was able to pass the Fernley 2023 Lands Bill out of the Natural Resources Plan. It still must pass the House and the Senate. City Hall will be closed on November 28th and 29th for Thanksgiving. The Rotary and the Boys and Girls Club are hosting a free community Thanksgiving dinner on Thursday, November 28, from 1:00 pm - 3:00 pm at the Wigwam which is open to everyone. They are also providing meals for the home bound on Wednesday, November 27th.

Barry Williams, Public Works Director, reminded the public that the Shadow Lane Re-construction Project had started.

Councilman Ryan Hanan welcomed Councilman Joe Mendoza.

Councilwoman Felicity Zoberski welcomed Councilman Joe Mendoza and Seong Kim. She congratulated The Fern 45 for raising over \$100,000.00 for Veterans.

Councilman Stan Lau welcomed Councilman Joe Mendoza and Seong Kim. He gave a shout-out to a North Lyon County ambulance driver who saved his neighbor.

Councilman Joe Mendoza expressed his gratitude for the support and looks forward to serving.

Councilman Albert Torres reminded the public that the deadline for the FCTA grant applications is November 29th and the grant selections will be made during the December 9th FCTA board meeting at 6:00 pm. FSCAC Angel Tree is located at City Hall by the Clerk's Office and will be accepting applications until November 22nd. They are hoping to have the MOU from the Federal Assistance by the end of the week. It is BOR property that is being overseen by BLM, and their contract and MOU have expired.

4. PROCLAMATIONS BY THE MAYOR

Mayor Pro Tem Albert Torres read the proclamation for Small Business Saturday, November 30, 2024, and presented it to Shannon Ceresola.

5. ORDINANCES

5.1. Discussion and First Reading of Bill #358, an Ordinance related to ZMA24004 to change the Zoning of +/-1.741 acres located at the southwest corner of Farm District Road and Westerlund Lane (APNS 021-111-47 and 021-111-48) from SF20 (Single Family Residential, 20,000 square feet minimum) to PF (Public Facility).

Michele Rambo, Planning Director, presented the first reading of Bill #358. The discussion and final adoption will be at the December 18th meeting.

6. STAFF REPORTS

6.1. (For Possible Action) Discussion and possible action regarding an appeal by City Councilwoman Fran McKay of the Planning Commission's approval of CUP 24004, a Conditional Use Permit request by Wood Rodgers on behalf of Douglass Development for the construction of a "mini-warehouse" (self-storage) facility 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).

Michele Rambo, Planning Director, stated that at the City Council meeting on October 2, 2024, the City Council approved ZMA 24003 in anticipation of a forthcoming Conditional Use Permit. Councilwoman McKay requested that the CUP be brought forward to the Council for review after the Planning Commission made their decision. On October 9, 2024, the Planning Commission approved CUP24004 by a unanimous vote of 7-0.

Derek Kirkland, Wood Rogers, stated this project started back in August. He stated they met with the neighbors, which was a very important step in this process. The design of this project was presented to the neighborhood, and through that process got their support and listened to their input. There have been no changes to the design since that time. He stated the neighborhood wanted to see the projects come forward, but they wanted to make sure, because of the C2 zoning, that if the project were to change from a mini storage, that there was a condition that the zoning would revert to C1. We agreed to that. As part of that, Council wanted to see that CUP come back. That zoning map amendment was approved. There were no public comments on that project.

Eric Hasty, Wood Rogers, stated this is a typical storage facility. There is not going to be any access along George Lane. This is a low generation on utilities. There are 2 retention ponds, that will be located on site to help with drainage issues that are currently on site, and to also accommodate any of the additional flows that are generated from the imperious services.

Motion: I MOVE TO UPHOLD THE PLANNING COMMISSION APPROVE OF CUP24004 WITH NO CHANGES. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

7. PUBLIC HEARINGS

7.1. For Discussion and possible action, a second reading of Bill # 357, regarding proposed amendments to Title 6 – Animals of the Fernley Municipal Code regarding community guidelines, breeder prohibitions, and animal cruelty penalties.

RanDee Gahr, Animal Control Officer, gave a presentation regarding the changes to the code. These are some changes that need to be made to keep up with the current NRS. She reviewed the changes that included, adding a violation for nuisance barking, animal abandonment and breeder permits. She stated NRS 574353 requires each jurisdiction to have a breeder permit process which we currently do not. Unregulated backyard breeding is one of the largest issues which creates overcrowding and shelter overpopulation nationwide. If approved, this Ordinance will create a breeder process that outlines how and when dogs can be bred, the number of times a year, the age of the females, and to restrict the litters that are being born. It encourages people

to breed ethically and not just for profit. In joining similar municipal laws passed in the cities of Reno, Mesquite, and Las Vegas, it is in the best interest of the animals in this city to ban the commercial sale of dogs, puppies, cats and kittens, in retail stores. By banning these business practices before applications are received, we can ensure that proper breeding and disease abatement protocols are followed by ethical breeders.

Councilwoman Felicity Zoberski asked if the breeder permit was for dogs and cats or all animals. RanDee Gahr stated that it is for dogs only. In the future, they plan to do something about cats. There wouldn't be any restrictions on livestock.

Public comments:

Charity Birkel asked what the regulations are going to be for barking dogs.

RanDee Gahr stated that the process would be the same as the current process. The only thing that would change is that they would require 2 different households to submit statements.

Motion: I MOVE TO APPROVE BILL #357, AND ORDINANCE AMENDING TITLE 6 ANIMALS OF THE FERNLEY DEVELOPMENT CODE AS PRESENTED BY STAFF. **Action:** Approved.

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

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. Possible Action requesting a future agenda item to look into land, and a building for a future animal shelter. (Councilman Hanan)

Councilman Ryan Hanan stated that it is imperative to move forward with this.

Motion: I REQUEST A FUTURE AGENDA ITEM TO LOOK INTO WHAT IT'S GOING TO TAKE TO LOCATE A PIECE OF PARCEL, BUILD AN ANIMAL SHELTER, AND ANY OTHER ACCOMPANIMENTS. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

8.2. Possible Action requesting a future agenda item to look into establishing a committee for future development of the Community Response and Resource Center. (Councilwoman Zoberski)

Councilwoman Felicity Zoberski requested a future agenda item to look into establishing a committee for future development of the Community Response and Resource Center. This is just creating the committee. That doesn't mean making any changes to the phases that we have now but future development. She wanted to start establishing a relationship with the Community Foundation, our community and council ahead of time before the end of the session.

Councilman Stan Lau stated that he spoke with the city's lobbyist, Nick VanderPoel. He had concerns, because right now we're in the middle of negotiating with the legislature. We can get a committee to just discuss the future of everything if nothing is changed or moved. He stated he looks forward to a committee and have this committee expand on future developments for parks and recreation.

Councilman Albert Torres stated that having a committee is a good idea. He stressed this is not for Phase 2 and 3. This would be Phases 4 and beyond, for the CRRC. The session starts in February, but we cannot not even consider bringing that committee to life until after the session.

Councilman Ryan Hanan stated he was in full agreement. A proposal has been submitted to the State, asking for \$15 million for Phase 2 and 3. We get a chance every 2 years for something like this, and it's incumbent upon us to try to do the best we can and gather as much funding as we can for the city and not jeopardize any future funding.

Motion: I MOVE TO REQUEST THIS BE BROUGHT BACK FOR A FUTURE AGENDA ITEM FOR ANY PHASE BEYOND 1, 2 AND 3, SO THIS WOULD BE 4 AND BEYOND FOR THE CRRC OR ANY OTHER COMMUNITY PROJECT ON THAT PROPERTY. **Action:** Approved.

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

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Stan Lau made a request to have a recreational committee. That would include parks and recreational facilities.

10. PUBLIC FORUM

Fran McKay stated that the Nevada State Planner of the Year was Derek Kirkland. She also reminded everyone of the Thanksgiving dinner. Wednesday night they will be delivering meals to shut-ins, and the list is at the senior center now. The annual Rotary-sponsored Thanksgiving dinner for the community will be held at the Wigwam Restaurant from 1 pm to 3 pm. Volunteers are needed.

Cody Wagner (Zoom) thanked Fran McKay for all her years of service and congratulated Derek Kirkland. He stated that he appreciated the conversation around the Community Center. It was a lot more logical than the last meeting. He completely agrees with the comments about not spending any money on this committee or anything like that. His main concern right now is that there is no operating plan in place for what's being built right now.

Councilman Albert Torres announced that there was cake in the fishbowl for anybody who would like cake for Mrs. McKay's going away.

The next meeting will be December 4, 2024.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:18 pm.

Approved by the Fernley City Council on December 4, 2024, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Orignation date = 11/14/2024-11/26/2024

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
Radco Communications, LLC		Robert Davidson	450 US Highway 395 N.	Carson City	NV	89704	775-826-6338	Contractor	Communications/cell tow
Traditional Home Builders, Inc		Jeff Shults	4837 Allison Dr	Reno	NV	89533	775-224-2447	Contractor	Residential & Small Com
Mid-West Heating LLC		Paisly Johnson	9666 N Virginia St	Reno	NV	89506	775-972-6633	Contractor	HVAC Contractor #48600
Clayton's Automotive & Offroad LLC		Dillon Wright	3300 W Quince	Silver Springs	NV	89429	775-315-4320	Automotive Sales/Part	Mobile automotive repair,
Low Stump LLC		Tyrie Merrill	1597 Laverder Dr	Fernley	NV	89408	775-530-9148	Lawn Care & Tree Ser	Tree service, trims, remo
Double H Roofing LLC		Austin and Jasmyn	272 Welch Dr	Winnemucca	NV	89445	775-304-0172	Contractor	Roofing Contractor #920
Sam's Electric, LLC.		Samuel R. Peaslee	3495 Dawn Circle	Sparks	NV	89431	775-357-2223	Contractor	Electrical Contractor #90
Culpepper Psychiatric Associates, PL	Sugi Psychiatry and Wellness	Nickolas Culpepper	186 East Main Street - 5	Fernley	NV	89408	775-507-2606	Medical Office or Servi	Outpatient psychiatry offi
Cumming Management Group, Inc.		Cumming Manage	200 South Virginia Street,	Reno	NV	89501	203-635-9537	Contractor	General Engineering & B
Carlie Keever		Carlie Keever	795 E. Main Street	Fernley	NV	89408	775-835-9057	Real Estate	Realtor
Knot Cute		Savanna Ruiz Orte	1264 Mountain Rose Dr.	Fernley	NV	89408	928-412-1409	Hobby/Crafter, Sewing	Craft sales at craft events
Tranquil Kneads		Danielle Smith	45 US Hwy 95 A South	Fernley	NV	89408	775-297-2439	Massage Therapist	Massage therapy
Grand Totals:									
									12

Report Criteria:

License.Status = "Active"

Business.Orignation date = 11/14/2024-11/26/2024



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to authorize the execution of the water rights banking and dedication agreement with Robert C. Herrera and Donnia L. Herrera, APN 020-354-05 TCID serial number 1054-1-F in the amount of 12.24 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Robert C. Herrera and Donnia L. Herrera, APN 020-354-05 TCID serial number 1054-1-F in the amount of 12.24 acre feet

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement Robert C. Herrera and Donnia L. Herrera, APN 020-354-05 TCID serial number 1054-1-F in the amount of 12.24 acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

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

Agreement Robert C. Herrera and Donnia L. Herrera is proposing to dedicate 12.24 acre-feet of water rights appurtenant to APN 020-354-05 (TCID Serial Number 1054-1-F) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Herrera Dedication Agreement
2. Herrera Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2024 (this “Agreement”), by and between ROBERT C. HERRERA and DONNIA L. HERRERA, husband and wife, (the “Dedicator”) and the CITY OF FERNLEY, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

A Twelve and Twenty-Four One-Hundredths (12.24) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1054-1-F. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-354-05 and further described as follows:

Lot 4, Block 1, as shown on the Official Map of Flying Circle Ranch Estates, recorded in the Official Records of Lyon County, Nevada on August 2, 1978 as Document No. 39323.

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

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

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

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

to receiving water utility service from the City. Once the water rights have been dedicated to the City, the City will maintain those rights in an account as a credit for the Dedicator for the term of this agreement, including any renewal period.

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

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

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

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

Dedicator

Robert C. Herrera

995 Winnies Lane

Fernley, NV 89408

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

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

- (g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.
- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.
- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
- (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
- (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall warrant that it is the legal owner of the Water Rights.

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

[Signature Pages Follow]

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

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Robert C. Herrera

Date:

Donnia L. Herrera

Date:

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

LYON CO. APN: 020-354-05

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2024, to convey the below-mentioned water rights from ROBERT C. HERRERA and DONNIA L. HERRERA, husband and wife, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

WITNESSETH:

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

A Twelve and Twenty-Four One-Hundredths (12.24) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1054-1-F. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-354-05 and further described as follows:

Lot 4, Block 1, as shown on the Official Map of Flying Circle Ranch Estates, recorded in the Official Records of Lyon County, Nevada on August 2, 1978 as Document No. 39323.

*This legal description appeared previously in Document No. 240282,
recorded on October 18, 1999, Official Records of Lyon County, Nevada.*

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

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

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

DATED this ____ day of _____, 2024.

GRANTOR:

BY: _____
Robert C. Herrera

BY: _____
Donnia L. Herrera

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by Robert C. Herrera.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
Donnia L. Herrera.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to authorize the execution of the water rights banking and dedication agreement with Levi Anthony Christensen and Lexi Ann Jasmann, APN 020-151-14 TCID serial number 1001-E in the amount of 2.97 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Levi Anthony Christensen and Lexi Ann Jasmann, APN 020-151-14 TCID serial number 1001-E in the amount of 2.97 acre feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement with Levi Anthony Christensen and Lexi Ann Jasmann, APN 020-151-14 TCID serial number 1001-E in the amount of 2.97 acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

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

Levi Anthony Christensen and Lexi Ann Jasmann is proposing to dedicate 2.97 acre-feet of water rights appurtenant to APN 020-151-14 (TCID Serial Number 1001-E) to the City of Fernley. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Christensen Dedication Agreement
2. Christensen Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2024 (this “Agreement”), by and between Levi Anthony Christensen and Lexi Ann Jasmann (the “Dedicator”) and the City of Fernley, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

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

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

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

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

A Two and Ninety-Seventh one Hundredth (2.97) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1001-E. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-151-14 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Lyon County on June 14, 2006, as Document No. 384501.

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

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

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

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

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

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

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

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

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

Dedicator

Levi Christensen & Lexi Jasmann

PO Box 406

Tonopah, NV 89409

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

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

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

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

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

[signature page follows]

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

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Levi Christensen

Date:

Lexi Jasmann

Date:

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

LYON CO. APN: 020-151-14

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2024, to convey the below-mentioned water rights from LEVI ANTHONY CHRISTENSEN and LEXI ANN JASMANN, as joint tenants, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

WITNESSETH:

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

A Two and ninety-seventh one hundredth (2.97) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1001-E. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-151-14 and further described as follows:

All that certain real property being a portion of the Southeast ¼ of the Southeast ¼ of Section 10, Township 20 North, Range 24 East, M.D.B.&M., Lyon County, Nevada, described as follows

COMMENCING at the Southeast corner of Section 10, Township 20 North, Range 24 East, M.D.B.&M. proceed West along the section line North 89°14'20", a distance of 565 feet to a point, thence North 1°11'40" East a distance of 30 feet to the North right of way line for Truckee Lane and the true point of beginning; thence proceed North 1°11'14" East, a distance of 300 feet; thence South 89°14'20" East, a distance of 165 feet; thence South 1°11'40" West, a distance of 300 feet; thence proceed North 89°14'20" West, along the right of way line, a distance of 165 feet to the point of beginning..

This legal description appeared previously in Document No. 384501, recorded on June 14, 2006, Official Records of Lyon County, Nevada.

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

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

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

DATED this ____ day of _____, 2024.

GRANTOR:

BY: _____
Levi Anthony Christensen

BY: _____
Lexi Ann Jasmann

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
Levi Anthony Christensen.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
Lexi Ann Jasmann.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

510-395-910
520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Mark IV Capital (Victory Logistics District – Phase A Final Map) for 0.36 ERCs for Water and 0.00 ERCs for sewer for Lyon County Parcel(s) 021-242-17; 021-211-02; 021-211-03; 021-201-16 located in Fernley, NV.

AGENDA ITEM BRIEF:

1. Mark IV Capital (Victory Logistics District – Phase A Final Map) In is seeking a Will-Serve for parcels 021-242-17; 021-211-02; 021-211-03; 021-201-16 located in Fernley, NV.
2. This project requires 0.36 ERC's, which is equal to 0.40 acre-ft, for tenant improvements.
3. Second amendment of agreement Wade/ Fernley L.P holds a beneficial interest in 2390.12-acre feet of water rights.
4. December 2024, Mark IV Capital (Victory Logistics District - Phase A Final Map) is seeking to use 0.40 acre feet of water rights.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Mark IV Capital (Victory Logistics District – Phase A Final Map) for 0.40 ERCs for Water, Lyon County Parcels 021-242-17; 021-211-02; 021-211-03; 021-201-16 located in Fernley, NV."

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:

NA

BACKGROUND:

Per second amendment of agreement Wade/ Fernley L.P holds a beneficial interest in 2390.12 -acre feet of water rights.

February 2022, Mark IV Capital (Victory Logistics Building A Irrigation) used 1.4 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.

September 2022, Mark IV Capital (Redwood Materials) used 2.10 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.

October 2022, Mark IV Capital (Victory Logistics Building B Irrigation) used .64 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.

October 2022, Mark IV Capital (Victory Logistics Building C Irrigation) used 1.09 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.

November 2022, Mark IV Capital (Victory Logistics Building D-2 Irrigation) is seeking to use .95 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.

April 2023, Mark IV Capital (victory Logistics Building B Tenant Improvements) is seeking to use .73 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.

December 2024, Mark IV Capital (Victory Logistics District – Phase A Final Map) is seeking to use 0.36 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.

After the issuance of this will service the second amendment of agreement Wade/ Fernley L.P will have 2387.10 AF of water left for future development.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NA

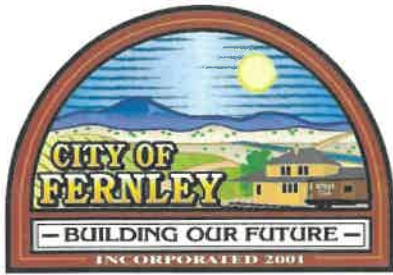
FINANCIAL IMPLICATIONS:

NA

ATTACHMENTS:

1. Connection Agreement

2. RequestForWillServe
3. 2024-12-04-Mark IV Capital.Victory Logistics District – Phase A Final Map-CORRECTED



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Mark IV Capital (Victory Logistics District – Phase A Final Map) (Development/ project or property located in Fernley, Nevada with 0.10 water connections and/or 0 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$836.00 per unit for water and NA per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-211-02

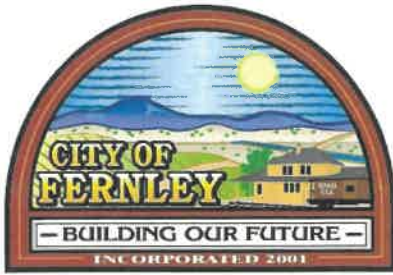
Fernley City Council Approved Will-Serve on December 04, 2024

Brian Wilby
Public Works Director

Albert J. Foster
Mayor – City of Fernley

SN 7.12
Applicant

11-20-24
Date



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Mark IV Capital (Victory Logistics District – Phase A Final Map) (Development/ project or property located in Fernley, Nevada with 0.10 water connections and/or 0 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$836.00 per unit for water and NA per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-211-03

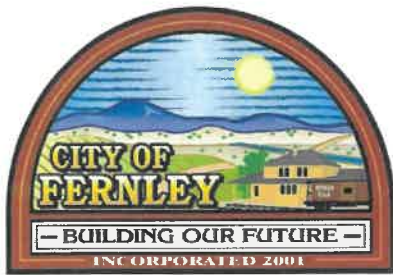
Fernley City Council Approved Will-Serve on December 04, 2024

Benny Wells
Public Works Director

Albert Torres
Mayor – City of Fernley

[Signature]
Applicant

11-20-24
Date



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

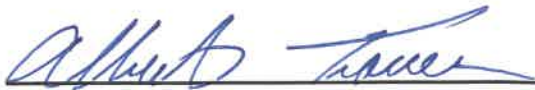
The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Mark IV Capital (Victory Logistics District – Phase A Final Map) (Development/ project or property located in Fernley, Nevada with 0.10 water connections and/or 0 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$836.00 per unit for water and NA per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-201-16

Fernley City Council Approved Will-Serve on December 04, 2024



Public Works Director



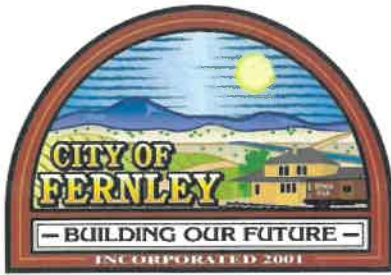
Mayor – City of Fernley



Applicant

11-20-24

Date

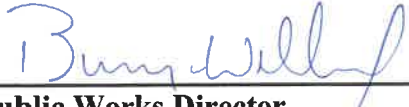


THE CITY OF FERNLEY
Public Works Department
595 Silver Lace Blvd
Fernley, NV 89408

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Mark IV Capital (Victory Logistics District – Phase A Final Map) (Development/ project or property located in Fernley, Nevada with 0.10 water connections and/or 0 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$836.00 per unit for water and NA per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-242-17

Fernley City Council Approved Will-Serve on December 04, 2024



Public Works Director



Mayor – City of Fernley



Applicant

11-20-24

Date

CITY OF FERNLEY
PUBLIC WORKS DEPARTMENT
REQUEST FOR WILL-SERVE (S)

Project Name: Victory Logistics District - Phase A Final Map

Project Location: Fernley, NV

Lyon County Parcel Number: 021-242-17, 021-211-02, 021-211-03, 021-201-16

Number of Services (ERC's) Requested 0.40 Water ERC N/A Sewer ERC

Name to appear on Will-Serve:
M4 New Fernley QOZD, LLC (Nevada)

Point of Contact Name	Scott Barnes
Physical Address of Contact	1740 N. Nevada Pacific Parkway, Suite 100 Fernley, NV 89408
Mailing Address of Contact	1740 N. Nevada Pacific Parkway, Suite 100 Fernley, NV 89408
Phone Number & Email of Contact	Phone: (775) 525-9860 Email: sbarnes@markiv.com

Brief Description of Project:
Dedication of acre-feet of water to new parcels; to record with final map.

Do you have water rights banked with the City? (check one) yes ☒ no ☐

If yes, what is the name on the banking agreement and amount of water right?
Mark 4

Will this water be used for this will serve? (check one) yes ☒ no ☐

If you answered no to any of the above, please complete a water rights application with the City of Fernley.

Nov 18TH, 2024
Date

[Signature]
Signature of Applicant

For Official Use Only:

Water Rights Required: _____ acre/feet dedicated Water Connection Fee: \$ _____

Sewer Connection Fee: \$ _____

In lieu of fees: \$ _____

APN: 021-242-17, 021-211-02, 021-211-03, 021-201-16

When Recorded mail to:

City of Fernley

595 Silver Lace Blvd.

Fernley, NV 89408

**ASSIGNMENT OF BENEFICIAL INTEREST IN WATER RIGHTS BANKING AND
DEDICATION AGREEMENT TO WILL SERVE COMMITMENT**

This Assignment of Beneficial Interest in Water Rights to Will Serve Commitments is executed this 18TH day of NOV, 2024, by SCOTT T. BARNES (hereinafter "Assignor").

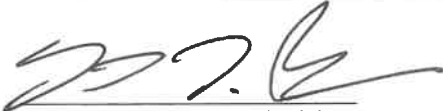
1. Assignor is the holder of the beneficial interest in that certain Water Rights Dedication and Banking Agreement (hereinafter the "Banking Agreement") by and between M4 FERNLEY QOZB, LLC (NV) and the City of Fernley executed on the ____ day of ____, 20__.
2. Assignor desires to assign a portion of its beneficial interest in and to 0.40 acre-feet of water dedicated pursuant to the Banking Agreement to the City of Fernley in exchange for 0.36 Equivalent Residential Credits (hereinafter "ERC's") of water utility will-serve commitments for the development of the Victory Logistics District - Phase A Final Map project located at Fernley, NV (hereinafter the "Project").
3. Assignor acknowledges and agrees that the assignment of the beneficial interest transferred herein is for the benefit of the Project. Assignor also acknowledges and agrees that the will-serve commitments issued pursuant to this Agreement shall be an appurtenance to the parcel(s), lot(s), or portion of the Project that will receive water service under said will-serve commitment. In the event that said parcel(s), lot(s), or portion of the project is encumbered by a mortgage, deed of trust, or other similar encumbrance, Assignor agrees that said mortgage, deed of trust, or other similar encumbrance shall also encumber the will-serve commitments issued pursuant to this Agreement in the same manner and to the same extent as it encumbers the parcel(s), lot(s), or portion of the project.
4. Assignor acknowledges and agrees that by assigning its beneficial interest in the water rights under this Agreement in exchange for the will-serves commitments described in Section 2 herein, that Assignor is forever relinquishing all of its right, title, and interest in and to the beneficial interest assigned herein and that the terms of this Agreement shall, to the extent applicable, replace and supersede the terms of the Banking Agreement identified in Section 1 herein, as well as any amendments or assignments of said Banking Agreement, with respect to the assigned water rights. Assignor further acknowledges and agrees that upon execution of this Agreement it shall have no further claim, right, title, or interest in or to the beneficial interest assigned herein.

5. Assignor agrees to indemnify and hold harmless the City of Fernley from any with respect to any claims, damages, or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed arising from, by reason of, or in connection with any part or portion of this Agreement.
6. Assignor hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the beneficial interest transferred herein, or the water right underlying said beneficial interest, except as provided in this Agreement, the Banking Agreement, or any amendments or assignments of the Banking Agreement. Assignee acknowledges and agrees that the City makes no representation or warranty as to the title of the water rights underlying the beneficial interest transferred herein, and that in the event that any claim or dispute relating to said title renders such water rights unusable within, or unavailable to, the City's water delivery system, the City may, at its sole discretion and in addition to any other remedies provided for by law, rescind the Banking Agreement and withhold the will-serve commitments provided for therein. In the event that such will-serve commitments have already been issued, the City, in addition to any other remedies provided by law, may require Assignor to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Assignor has a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement or the Banking Agreement.
7. This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of Nevada in the district courts of Lyon County, Nevada.
8. All costs incurred by the City of Fernley in enforcing this Agreement including, without limitation, reasonable attorneys' fees through any court proceedings shall be paid by Assignee.
9. This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

[Signature pages follow]

ASSIGNOR.

Company Name: M4 FERNLEY QOZB, LLC (NV)



Signatory Name and Title

Date: Nov 18, 2024

STATE OF Nevada

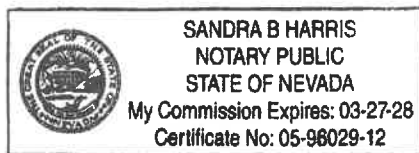
) ss.

COUNTY OF Lyon

This instrument was acknowledged before me on the 18th day of November, 2024, by Scott T. Barnes.



NOTARY PUBLIC





CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: ~~February 19, 2020~~ ~~November 16, 2022~~, December 4, 2024

REPORT TO:	Mayor and City Council
REPORT THRU:	Derek Starkey <u>Barry Williams</u> , <u>Public Works Director</u> City Engineer
REPORT FROM:	Kari Weitzel, Admin Specialist III <u>PM Ana Navarro, Senior Project Manager</u>
REVIEWED BY:	<u>David Rigdon</u> , Special City Water Attorney
REVIEWED BY:	Denise Lewis, City Treasurer

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: ☒ ☒ No: ☐ ☒	Yes: ☒ No: ☐ ☒	<u>510-395-910, 520-395-910</u> 510-395-910, 520-395-910

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

AGENDA ITEM: Staff Report (For Possible Action):

Possible Action to Approve the Will-Serve Request from Mark IV Capital (Victory Logistics District – Phase A Final Map) for 0.36 ERCs for Water and 0.00 ERCs for sewer for Lyon County Parcel(s) 021-242-17; 021-211-02; 021-211-03; 021-201-16 located in Fernley, NV.

~~Possible Action to Approve the Will-Serve Request from M4 New Fernley QOZB, LLC Mark IV Capital (Victory Logistics Building D-2, Shell Irrigation) (VL Building B Tenant Improvements) for 1.12.65.8576~~

~~ERC's for Water and 1.122.36076 ERC's for Sewer for landscaping at building D-2, Lyon County Parcel 021-242-2119 located at 1905 Duffy Road 1704 N. Nevada Pacific Parkway, Fernley, NV 89408~~

~~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).~~

~~Possible Action to Approve the Will-Serve for Nevada State Bank for .11 ERC's for Water and 0 ERC's for Sewer for Lyon County Parcel 020-057-08 located at 250 S. HWY 95A Fernley, NV.~~

~~Agenda Item Brief:~~

- ~~1. Mark IV Capital (Victory Logistics District – Phase A Final Map) In is seeking a Will-Serve for parcels 021-242-17; 021-211-02; 021-211-03; 021-201-16 located in Fernley, NV~~
- ~~1. M4 New Fernley QOZB, LLC Mark IV Capital (VL Victory Logistics Building D-2 Irrigation Building B) is seeking a Will-Serve for tenant improvements landscaping 1704 N. Nevada Pacific Parkway, Fernley, NV 89408 at 1905 Duffy Rd., Fernley, NV.~~
- ~~2. This project requires 1.120.36.6585 76ERC's, which is equal to 085.12.407395 acre-ft, for water and 1.1272.3606 ERC's for sewer for each of the Bbuilding D-2 irrigation.B-tenant improvements.~~
- ~~3. Second amendment of agreement Wade/ Fernley L.P holds a beneficial interest in 2390.122-08-acre feet of water rights.13.24~~
- ~~2. Nevada State Bank (NSB) is seeking a Will-Serve Request to add square footage to their current building which includes additional landscape.~~
- ~~3. This project requires .11 ERC's for water and 0 ERC's for sewer.~~
- ~~4. The project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.39.060(a).~~

See attached report for background, analysis, alternatives.

RECOMMENDED MOTION:

~~"I move to approve the Will-Serve for Nevada State Bank for .11 ERC's for Water and 0 ERC's for Sewer for Lyon County Parcel 020-057-06 located at 250 S. Hwy 95A, Fernley, NV."~~

~~"I move to approve the Will-Serve Request from Mark IV Capital (Victory Logistics District – Phase A Final Map) M4 New Fernley QOZB, LLC (Building B Tenant Improvements) for 0.36-65 ERC's for Water and 2.36 ERC's for Sewer, Lyon County Parcels 021-242-17; 021-211-02; 021-211-03; 021-201-16 located in Fernley, NV 021-242-21 located at 1704 N. Nevada Pacific Parkway, Fernley, NV 89408." Mark IV Capital (Victory Logistics Build D-2 Irrigation) for 76.85 E1.12 ERC's for Water and 1.12076 ERC's for Sewer for landscape – irrigation on Lyon County Parcel 021-242-19 located at 1905 Duffy Rd., Fernley, NV 89408."~~

ALTERNATIVES:

N/A

PROJECT SUMMARY:

~~Mark IV Capital (Victory Logistics District – Phase A Final Map) (Victory Logistics Building D-2 Irrigation Building B) is seeking a will-serve of 1.12760.40-6585 ERC's for Water and 1.122.36076 ERC's for Sewer for landscape – irrigation Building B tenant improvements on Lyon County Parcels 021-242-17; 021-211-02; 021-211-03; 021-201-16 located in Fernley, NV. Parcel 021-242-2119 located at 1704 N. Nevada Pacific Parkway, Fernley, NV 89408. 1905 Duffy Rd., Fernley, NV 89408's.~~

~~They have 15.01 –acre feet of beneficial interest in water rights through a Groundwater Dedication Agreement in 2007.~~

~~The wWater and sewer connection fees will be paid at the time of building permit issuance at time of recording final map. in the amount of \$656,564.00.~~

~~Nevada State Bank is seeking a will-serve for .11 water ERC's and 0 sewer ERC's to be used for additional landscaping at their existing location.~~

~~Pursuant to FMC 32.39.060(a), commercial properties where the calculated ERC is less than 0.5 may pay a fee in lieu of dedication of a water right. The in lieu of fee for the requested will-serve is \$568.15 which will be required to be paid before issuance of the will-serve commitment.~~

BACKGROUND:

~~Per second amendment of agreement Wade/ Fernley L.P holds a beneficial interest in 2392.082390.12 -acre feet of water rights.~~

~~February 2022, Mark IV Capital (Victory Logistics Building A Irrigation) used 1.4 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.~~

~~September 2022, Mark IV Capital (Redwood Materials) used 2.104-09 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.~~

~~October 2022, Mark IV Capital (Victory Logistics Building B Irrigation) used .64 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.~~

~~October 2022, Mark IV Capital (Victory Logistics Building C Irrigation) used 1.09 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.~~

November 2022, Mark IV Capital (Victory Logistics Building D-2 Irrigation) is seeking to use .95 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.

April 2023, Mark IV Capital (Victory Logistics Building B Tenant Improvements) is seeking to use .73 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.

December 2024, Mark IV Capital (Victory Logistics District – Phase A Final Map) is seeking to use 0.40 acre feet of beneficial interest per the second amendment of agreement Wade/Fernley LP water rights.

After the issuance of this will service the second amendment of agreement Wade/ Fernley L.P will have 2394.13 879.3910

AF of water left for future development.

The Meadows at Ingelwood holds a beneficial interest in 15.01 acre-feet of water rights dedicated under a Groundwater Dedication Agreement in 2007.

In August of 2018, The Meadows at Ingelwood used .98 ERC's for Building — A located at 1030 Ingelwood Drive, Fernley, NV 89408.

.B.

Accordingly, prior to the issuance of this will serve request, The Meadows at Ingelwood has 13.24 acre-feet of uncommitted water remaining under the banking agreement.

In August of 2018 The Meadows at Ingelwood used .98 ERC's for building — A located at 1030 Ingelwood Drive, Fernley, NV 89408.

NSB is seeking additional water for their addition to their existing building on 250 S. Hwy 95A, Fernley, NV. With this expansion it will include more landscaping that requires irrigation.

ANALYSIS:

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

FINDINGS:

N/A

LEGAL IMPLICATIONS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

- 1) Draft Will Serve Commitment – Mark IV Capital (Victory Logistics District – Phase A Final Map) for parcel 021-242-17VL Building D-2 LandscapingB Tenant Improvements.

1)

- 2) Will Serve Commitment – Mark IV Capital (Victory Logistics District – Phase A Final Map) for parcel 021-211-02

2)

- 3) Will Serve Commitment – Mark IV Capital (Victory Logistics District – Phase A Final Map) for parcel 021-211-03
- 4) Will Serve Commitment – Mark IV Capital (Victory Logistics District – Phase A Final Map) for parcel 021-201-16



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 4, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Salvador Pleitez

FINANCIAL IMPACT:

Yes:Yes

No:

CURRENTLY BUDGETED:

Yes:Yes

No:

FUND/ACCOUNT:

510-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve a contract with Stantec to Design for the proposed Highway 50 Water Main Loop to prepare plans for the installation of a 14-inch transmission line. The proposal is not to exceed the amount of \$382,929.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract for the Design of the New Hwy 50 loop water main as outlined in the city's Water Master Study for the not to exceed amount of \$382,929.

RECOMMENDED MOTION:

"I move to approve the contract with Stantec in the amount not to exceed \$372,000 for the Design Plans and Specifications Preparation for the New Highway 50 Water Main Loop."

BUSINESS IMPACT (per NRS Chapter 237):

The funding for this Construction Project was approved in the current budget for fiscal year 2024/2025 under the Water Enterprise GL 510-166100.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may decide not to approve the consent motion and provide direction to the City Manager and staff on how to proceed with the improvements needed at this facility.

BACKGROUND:

City staff have always been concerned with the lack of a looping system on the east side of the city. A loop system provides a multi-directional response to high water demands in the city, especially as it relates to emergency response. Fire situation occurs while city growth continues and higher water demands. As maintenance of any of the tanks occurs, the tank needed maintenance is required to be drained and be offline for the duration of the procedure (Sage Tank was offline 3.5 months last time it was re-habilitated). The addition of a new tank will provide the city distribution system with additional storage capacity for residential use, as well as fire response fortification.

RELEVANT LAWS, STATUTES, AND REGULATIONS:**FINANCIAL IMPLICATIONS:**

This project was approved as a CIP project in the 2024-2025 Fiscal year.

ATTACHMENTS:

1. StaffReport 2024.12.04- Hwy 50 Loop Water line Design
2. Highway 50 Water Main Looping Project - Scope and Fee
3. 2024.12.04 Professional Contract - Stantec



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: December 4, 2024

REPORT TO: Mayor and City Council

REPORT THRU: Barry Williams, PW Director

REPORT FROM: Salvador Pleitez, P.E.

REVIEWED BY: Aaron Mouritsen

REVIEWED BY: Robert Carson

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

510-166100

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

AGENDA ITEM:

Possible action to approve a contract with **Stantec** to Design for the proposed Highway 50 Water Main Loop to prepare plans for the installation of a 14-inch transmission line. The proposal is for not to exceed the amount of \$372,800.

Business Impact (per NRS Chapter 237):

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

Agenda Item Brief: Staff is seeking approval to execute a contract for the Design of the New Hwy 50 loop water main as outlined in the city's Water Master Study for the not to exceed amount of \$372,800.

See attached report for background, analysis, alternatives.

RECOMMENDED MOTION:

“I move to approve the contract with Stantec in the amount not to exceed \$372,000 for the Design Plans and Specifications Preparation for the New Highway 50 Water Main Loop.”

ALTERNATIVES:

The Council may decide not to approve the consent motion and provide direction to the City Manager and staff on how to proceed with the improvements needed at this facility.

PROJECT SUMMARY:

City staff have always been concerned with the lack of a looping system on the east side of the city. A loop system provides a multi-directional response to high water demands in the city, especially as it relates to emergency response. A fire situation occurs while city growth continues and higher water demands. As maintenance of any of the tanks occurs, the tank needed maintenance is required to be drained and be offline for the duration of the procedure (Sage Tank was offline 3.5 months last time it was re-habilitated). The addition of a new tank will provide the city distribution system with additional storage capacity for residential use, as well as fire response fortification.

BACKGROUND:

City growth and the ability of the water distribution system to provide domestic demand and emergency response must be at the forefront of all city staff and city council. The Highway 50 Loop system connection will give the city a complete system to keep the city protected and at the same time it will help provide system demand as the population grows and more development occurs along the south east corridor.

ANALYSIS:

Staff recommends that the city proceed with this contract. Stantec has performed several designs and upgrades to various underground projects in northern Nevada and is fully qualified to design this project.

FINANCIAL IMPLICATIONS:

The funding for this Construction Project was approved in the current budget for fiscal year 2024/2025 under the Water Enterprise GL 510-166100.

ATTACHMENTS:

- 1) City of Fernley Standard Contract- Schedule A – **Stantec**
- 2) Stantec Proposal

HIGHWAY 50 WATER MAIN LOOPING PROJECT SCOPE OF SERVICES

INTRODUCTION

The Highway 50 Water Main Looping Project (Project) involves preliminary and final engineering design services for the City of Fernley. The project includes the design of approximately 13,000 linear feet of 14-inch C900 PVC water transmission main along Highway 50 between Nevada Pacific Boulevard and Julia Lane.

SCOPE OF SERVICES

Phase 1 - Design

TASK 1 PROJECT MANAGEMENT DURING DESIGN

This task includes project administration, preparation of a project implementation plan, preparation of a site-specific health and safety plan, subconsultant contract management, project progress and budget monitoring, billing, and office support services to manage the project. Activities include project setup and planning, establishment and maintenance of project controls, development of the project schedule, coordination of internal meetings, review of project schedule and budget, invoicing, and communications.

The project management task will also include the preparation of monthly invoices and general progress reports for the duration of the project. These reports can be used to monitor the general performance of the project and will include:

- Financial Percent Complete by Top Task
- Budget Summary by Top Task
- General Work Report for the Billing Period

Stantec assumes that Project Management services will be required for the duration of the project. The budget and schedule for this phase of the project is reflected in the attached Work Breakdown Structure.

TASK 2 MEETINGS AND WORKSHOPS

2.1 Kick-off Meeting

Stantec will attend a 2-hour project initiation (kick-off) meeting with the City approximately 10 working days following notice to proceed (NTP) attended in-person by Stantec's Project Manager, Project Technical Lead, and virtually by up to 3 additional subject matter experts as deemed necessary by Stantec. The kick-off meeting will be held at City of Fernley City Hall. The purpose of the kick-off meeting will be to identify previously studied alignments, brainstorm potential design solutions, and establish a clear set of objectives for the project based on City input and consultation with senior technical staff. In addition, the Project kick-off meeting will address/confirm the following items:

- Work Breakdown Structure (WBS) review
- Project deliverables
- Project schedule
- Project team member responsibilities and authorities
- Project management protocols
- Communications protocols
- Risk Management

- Initial Project Delivery Framework
- Project Goals
- Initial technical tasks to be accomplished
- Guidelines to be applied during field activities
- Coordination needs between Stantec and City
- Coordination needs between Stantec and other Project stakeholders
- Other topics identified by Stantec or City

Stantec will facilitate the Project kick-off meeting, prepare the meeting agenda, distribute the meeting agenda and information in advance of the meeting, and will prepare meeting minutes afterward. The City shall reimburse Stantec for direct costs associated with travel, including mileage, parking, and meals. These costs are assumed to be about \$1,100 per trip per person.

Deliverables:

- Kickoff Meeting Agenda
- Kickoff Meeting Minutes

2.2 Technical Workshops and Progress Meetings

Technical Workshops: Workshops shall be virtual meetings will be attended by Stantec's Project Manager and Project Technical Lead as appropriate. Technical Workshops will be conducted remotely via teleconference system, such as Microsoft Teams.

Progress Meetings: Up to four (4) Progress Meetings may be attended as needed for the duration of this phase of work and will be conducted virtually via a teleconference system such as Microsoft Teams. Progress Meetings may briefly discuss progress of the work, schedule, budget status, information needs, and general project coordination, along with a discussion of pertinent technical topics.

The following is a list of estimated workshop topics to be integrated with progress meetings:

- 30 percent Design Review – two (2) attendees and are assumed to be two (2) hours in duration.
- 60 percent Design Review– two (2) attendees and are assumed to be two (2) hours in duration.
- 90 percent Design Review– two (2) attendees and are assumed to be two (2) hours in duration.
- Permitting Review– two (2) attendees and are assumed to be two (2) hours in duration.
- Optional Progress Meetings – Virtual – one (1) hour in duration; total of four (4)

Stantec will prepare supporting materials to provide additional background and context to be discussed at monthly progress meetings and technical workshops. Stantec will prepare and distribute a meeting agenda and materials in advance of each meeting, facilitate the meetings, and prepare meeting summaries to be submitted to attendees.

Deliverables:

- Progress meeting agenda and meeting minutes
- Progress meeting agenda and meeting minutes
- Documents required for design workshops including meeting agendas, meeting minutes, design exhibits, and drawings

TASK 3 SURVEY AND GEOTECHNICAL INVESTIGATION

Stantec has coordinated with Bowman Consulting Group Ltd. (Bowman) and Construction Materials Engineering, Inc. (CME) to complete the survey and geotechnical design tasks,

respectively. Below, Stantec has included coordination and management time for both the survey and geotechnical subconsultants. This includes review of their invoicing and schedules. Please refer to Appendices for subconsultant proposals.

3.1 Topographic and Utility Survey

Stantec will schedule and coordinate with Bowman to complete the survey services for the project. The survey shall be along Highway 50 from Nevada Pacific Blvd to Julia Lane. The overall limits of aerial mapping will extend a minimum of 500 feet beyond the proposed connection points and extend a minimum of 250 feet beyond the anticipated study area between Nevada Pacific Highway and Julia Lane. Survey shall be conducted in a State Plane coordinate system. The topographic survey investigation shall include:

- Determination of locations, dimensions, elevations, and measurements of existing surface and readily accessible subsurface features
- Topographic information for all visible fixed items along the proposed water main route
- Specific boundary information, such as right-of-way lines, lot lines, base lines and easement lines, as required by the project.
- Utility markings
- Aerial imagery collection
- A control plan shall show coordinate listing existing survey monuments, centerline bearings and distances with right-of-way stationing and callouts for any station equations and right-of-way for the Project. The plan will be prepared and incorporated into the Final Design drawings and signed by a Nevada Professional Land Surveyor.
- Underground Utility Locating
- Potholing Services (10 potholes)

Deliverables:

- Topographic survey, signed and sealed (provided in both PDF and AutoCAD 2018 or newer)
- Aerial imagery
- Project control diagram and coordinate listing sheet for final design
- Utility locates
- Pothole data

3.2 Geotechnical Investigation

Stantec will schedule and coordinate with CME for the geotechnical services for the project. The geotechnical services scope includes field exploration and investigation, laboratory testing, and a resulting geotechnical data report.

Stantec will review the geotechnical data report provided by CME, providing comments before it is finalized. Stantec shall provide input on the proposed boring locations, depth of borings, and need for any contingency borings.

Deliverables:

- Geotechnical Report and Bore Logs

TASK 4 30 PERCENT DESIGN (PRELIMINARY DESIGN)

After receiving survey data, Stantec will develop the design of the Highway 50 Water Main Loop to a 30 Percent Design (preliminary design) level. Stantec will prepare 30 Percent Design (Preliminary Design) drawings for the alignment identified with the City. The 30 Percent Design (Preliminary Design) will establish the proposed horizontal alignment, principal design characteristics, system interconnections, trenchless crossing locations, and general layout of the proposed alignment.

Activities will include:

- Developing proposed horizontal alignment and identifying potential utility conflicts.
- Evaluating and identifying locations for two (2) trenchless crossing locations.
- Identifying existing utility agencies/owners (UA/Os) with facilities located within the alignment corridor through Nevada 811.
- Developing preliminary UA/O conflict log.

Deliverables:

- Electronic PDF of 30 Percent Design (Preliminary Design) Drawings
 - 30 Percent Plans shall include Cover Sheet, General Notes, Plan and Profiles (Plan View Only)

TASK 5 60 PERCENT DESIGN

Stantec will review comments received in the 30 Percent Design Review Workshop and incorporate those into the 60 Percent Design. Design will be progressed with geotechnical information, vertical design, and SUE investigation results. The 60 Percent Design will build on the proposed alignment presented in the 30 Percent drawings. It is anticipated the proposed horizontal alignment will change minimally.

Subtasks include:

- Review geotechnical report
 - Confirm a recommended trenchless construction methodology.
 - Confirm existing soils will be acceptable for backfill.
- Develop 60 Percent Drawings including details, and all sheets included in sheet list
- Begin trenchless design based on geotechnical borings completed (two (2) crossings assumed)
 - Develop a detailed design report, outlining input data, design criteria, casing/pipe material specifications, proposed alignments and profiles, minimum equipment size, settlement considerations, design calculations, constructability evaluation and recommendations.
 - Trenchless calculations including casing pipe design and settlement analysis
 - Develop geotechnical instrumentation and monitoring program
- Develop utility conflict log and preliminary relocation recommendations.
- Update vertical and horizontal alignment based on QLA utility information received.

Deliverables:

- Electronic PDF of 60 Percent Design Drawings
- Electronic PDF of Geotechnical & Trenchless Design Report
- Electronic PDF of Table of Contents of Project Specifications

TASK 6 90 PERCENT DESIGN (Issued for Permit)

Stantec will review comments received in the 60 Percent Design Review Workshop and incorporate those into the 90 Percent Design. Design will be further refined and will consider connection to the existing system, permitting requirements, and all other items required for a constructable plan set. Plans will include complete plan views and complete profiles. The 90 Percent submittal will include connection details with profiles of the trenchless crossings (if applicable). This document will be readied for permit submittal to all appropriate stakeholders. Stantec has included 12 hours permitting coordination time.

Subtasks include:

- Finalize vertical and horizontal alignment
- Finalize trenchless design and input on trenchless constructability. (2 crossings assumed)
- Finalize appurtenance size for air valves and blowoffs.
- Finalize Technical Specifications
- Finalize Bid Tab.
- Prepare an Opinion of Probable Construction Cost (OPCC) estimate of the described Project. The OPCC estimate will be prepared in accordance with the American Association of Cost Engineers (AACE) standards, Class 4.

The City shall reimburse Stantec for direct costs associated with printing, plotting and graphics reproduction.

Deliverables:

- Two (2) printed sets of full-size (24x36) and two (2) sets of ½-size (11x17) drawings will be provided to the City
- Electronic PDF of 90 Percent Design Drawings
- Electronic PDF of Technical Specifications
- Electronic PDF of Division 1 Specifications
- Bid Tab (90 Percent)
- Class 4 OPCC (90 Percent)

TASK 7 FINAL DELIVERABLE (Issued for Construction)

Stantec will incorporate comments received from City and other permitting agencies, in the 90 Percent Design Review Workshop, into a final design package and sign and seal drawings and specifications for construction and bidding.

Deliverables:

- Two (2) printed sets of full-size (24x36) and two (2) sets of ½-size (11x17) drawings will be provided to the City
- Electronic PDF of IFC drawings
- Electronic PDF of IFC Specifications
- Comment response log for 90 Percent review comments
- IFC Bid Form (Bid Tab)
- Updated Class 4 OPCC

The City shall reimburse Stantec for direct costs associated with printing, plotting and graphics reproduction.

TASK 8 PERMITTING

Regulatory agencies having permit jurisdiction over the project will be contacted to discuss the project and their permitting procedures. Where applicable, Stantec will coordinate with the City and submit permit applications.

Deliverables:

- NDOT Standard Occupancy Permit
- NDEP BSDW Approval of a Water Project

It is anticipated that submittals to permitting agencies are to be electronic. Should permitting agencies require the submission of hard copies, the City shall reimburse Stantec for direct costs associated with printing, plotting and graphics reproduction.

TASK 9 ADDITIONAL SERVICES

Stantec anticipates that additional services may be needed that are not included in the above scope of services. This contingency services task provides the City with a budget for directing Stantec to provide services not identified herein. Stantec will provide these contingency services on an as-needed basis and only upon the request and approval from the City. When the need for contingency services arises, Stantec will provide the City with a written description of the services to be provided with an estimated budget and will only initiate the services after the City's written authorization to proceed. Possible items that would be considered for the activation of additional services include:

- Investigation into an alignment along the southern side of Highway 50
- Additional pothole investigations
- Additional borehole investigations
- Additional RFIs or submittals
- Work Change Directives (WCD)
- Any other services that are not identified in the tasks above

ASSUMPTIONS/CLARIFICATIONS

1. Project is intended to remain completely within NDOT Right-of-Way (R/W). Permanent easement acquisition support is not included in the scope of work.
2. City of Fernley to provide Stantec with Division 1 Specifications. Stantec will review and provide feedback where required.
3. Once approval for an alignment is given by NDOT, any changes to that alignment will require additional services.
4. Payment of all government application, permitting and municipal fees shall be by City.
5. Maintenance of Traffic (MOT) design is not included in this Scope of Services.
6. Corrosion engineering and design of cathodic protection systems is not included in this Scope of Services.
7. All CAD design deliverables will be submitted in AutoCAD Civil 3D file format and will use City of Fernley design standards supplemented by Stantec design standards.
8. Stantec's opinions, recommendations, and assessments in developing the OPCC are limited by a) the accuracy and completeness of information upon which it may reasonably rely, b) schedule constraints or scope limitations, c) unknown or variable site or other conditions, d) other factors beyond Stantec's control. Any estimates as to construction or remediation costs are limited by a lack of control over financial and/or market conditions, including the future price of labor, materials, and prospective bidding environments and procedures.
9. Stantec shall be entitled to reasonably rely upon the information and data provided by City, or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Scope of

Services.

10. Construction Drawing Format. Construction drawings will show plan view and profile view at a 1in = 40 ft scale, on 24" x 36" full size (scalable to 11" x 17"). Drawings will be completed in AutoCAD Civil 3D.
11. System Hydraulic Analysis. Pipeline sizing and hydraulic analysis is assumed to be completed prior to design engagement. Additional hydraulic analysis will be considered supplemental work and will require additional funding.
12. Project billing for Phase 1 tasks is expected to be completed by September 30, 2025.

SUMMARY OF PROPOSED BUDGET

Stantec is pleased to offer these services on a time and expense basis with a not-to-exceed project budget of \$412,929. A breakdown of the budget is provided in the table below. Stantec's individual task budgets are estimates only, and we reserve the right to adjust budget amounts between tasks, excluding the contingency task, as long as the total fee is not exceeded. Stantec's invoicing will be based on the Standard Fee Schedule in effect at the time the services are rendered. Stantec's 2024 and 2025 Fee Schedules are attached for reference.

Task Description	Estimated Budget
Phase 1 - Design	
Task 1 – Project Management During Design	\$19,708
Task 2 – Meetings	\$18,024
Task 3 – Survey and Geotechnical Investigation	\$99,042
Task 4 – 30 percent Design	\$34,706
Task 5 – 60 percent Design	\$78,844
Task 6 – 90 percent Design	\$71,325
Task 7 – Final Deliverable	\$48,986
Task 8 – Permitting	\$12,294
Subtotal for Phase 1	\$382,929
Task 9 – Additional Services	\$30,000
Total	\$412,929

Highway 50 Water Main Looping Project - Proposed Schedule

Client:	City of Ferley, NV
PM:	Lehto, Meghan (GFR)

Note: Week ending date is a Friday. Working Days: Monday, Tuesday, Wednesday, Thursday, Friday

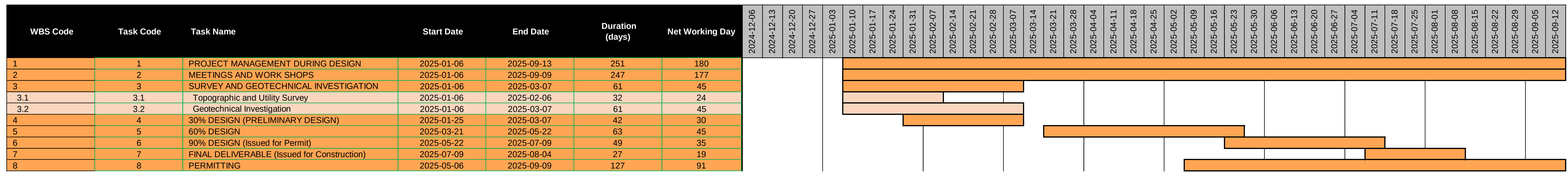




EXHIBIT A
STANTEC CONSULTING SERVICES INC.
Reno Office

STANDARD FEE SCHEDULE

Rate Table 3 - 2024

Listed herein is a schedule of fees for engineering, planning and surveying services most frequently performed by Stantec Consulting Services Inc. Invoices will be submitted on completion of a project and become due on presentation. For jobs lasting longer than four weeks, monthly progress invoices will be submitted and become due on presentation and in accordance with client contract conditions. Overtime and weekend work may be charged at time and one-half.

STAFF BILLING LEVELS

RATE / HOUR

PROFESSIONAL

Levels	20 – 21	\$311.00 - \$330.00
Levels	17 – 19	\$289.00 - \$300.00
Levels	14 – 16	\$250.00 - \$280.00
Levels	11 – 13	\$210.00 - \$231.00
Levels	8 – 10	\$179.00 - \$196.00
Levels	5 – 7	\$152.00 - \$172.00
Levels	1 - 4	\$117.00 - \$135.00

OTHER DIRECT COSTS

Mileage (Or Current GSA Rate)	\$0.68 / per mile
Supplies	Cost + 10%
Outside Services	Cost + 10%



EXHIBIT A
STANTEC CONSULTING SERVICES INC.
Reno Office

STANDARD FEE SCHEDULE

Rate Table 3 - 2025

Listed herein is a schedule of fees for engineering, planning and surveying services most frequently performed by Stantec Consulting Services Inc. Invoices will be submitted on completion of a project and become due on presentation. For jobs lasting longer than four weeks, monthly progress invoices will be submitted and become due on presentation and in accordance with client contract conditions. Overtime and weekend work may be charged at time and one-half.

STAFF BILLING LEVELS

RATE / HOUR

PROFESSIONAL

Levels	20 – 21	\$324.00 - \$344.00
Levels	17 – 19	\$301.00 - \$313.00
Levels	14 – 16	\$261.00 - \$292.00
Levels	11 – 13	\$219.00 - \$241.00
Levels	8 – 10	\$187.00 - \$204.00
Levels	5 – 7	\$158.00 - \$179.00
Levels	1 - 4	\$123.00 - \$141.00

OTHER DIRECT COSTS

Mileage (Or Current IRS Rate)	\$0.68 / per mile
Supplies	Cost + 10%
Outside Services	Cost + 10%

**RE: Geotechnical Investigation Proposal Highway 50 Water Main Looping Project
Between Nevada Pacific Parkway and Julia Lane Intersections
Fernley, Lyon County, Nevada**

Dear Mr. Tordella:

Construction Materials Engineers, Inc. (CME) is pleased to submit this proposal for a geotechnical investigation for the Highway 50 Water Main Looping Project, located along Highway 50 between the Nevada Pacific Parkway and Julia Lane intersections in Fernley, Lyon County, Nevada. This proposal outlines our understanding of the project, the scope of services we will provide, and an estimate of our fees.

The revised scope of work has been developed based on discussions between the City of Fernley and Stantec regarding the spacing of exploration locations, with adjustments made to meet budgetary constraints.

1.0 GENERAL PROJECT DESCRIPTION

Based on our understanding of the project, the project includes:

- Construction of a 2.5-mile-long waterline between Nevada Pacific Parkway and Julia Lane along Highway 50 using open-cut construction techniques.
- The proposed water line will be PVC and will have a diameter of 14 inches and have a bury depth of up to 5 feet.
- Two trenchless crossings are anticipated to be required and will be located at Red Rock Road and Julia Lane.

Figure 1 below shows the proposed waterline alignment and the proposed exploration locations.

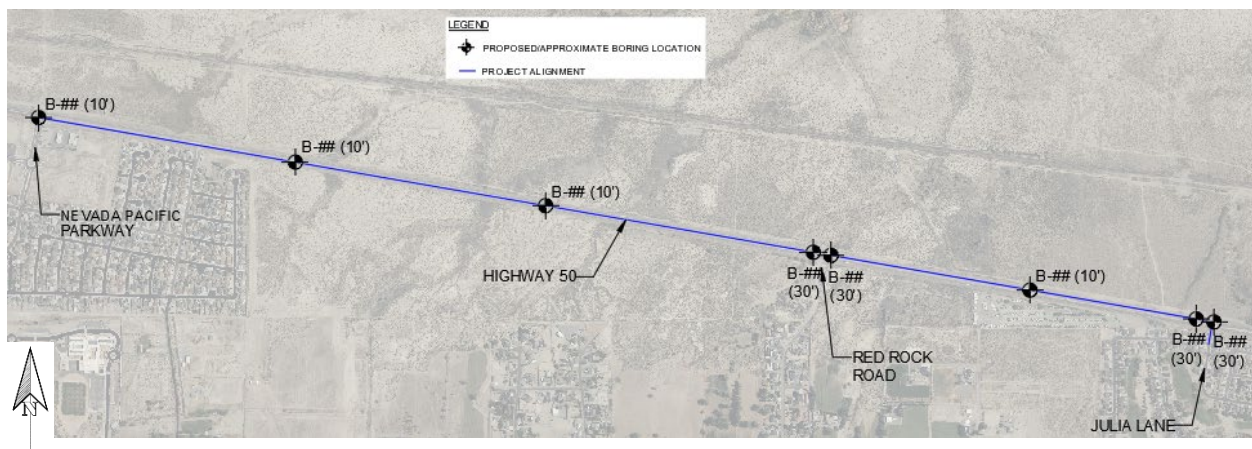


Figure 1: Project Extents and Proposed Exploration Locations

2.0 SCOPE OF SERVICES

Our geotechnical investigation program includes a literature review, subsurface exploration utilizing vertical test borings, laboratory testing, and engineering analysis to allow formulation of geotechnical recommendations for design and construction of this project.

2.1 LITERATURE REVIEW

Prior to initiating the field exploration, our engineer will review published geotechnical reports, geologic maps, fault hazard reports, and soils maps to identify the presence of documented geologic hazards at the site.

Based on geologic mapping and the data available in CME's geotechnical library, the proposed project area is mapped as lacustrine and alluvial deposits. The subsurface profile is anticipated to consist of interbedded layers of clay and sand. Groundwater may be shallow in this area and is anticipated to be observed between 6 and 10 feet below ground surface.

2.2 SUBSURFACE FIELD EXPLORATION

2.2.1 USA NORTH & SITE ACCESS PERMISSIONS

Access, Entry Permits, Work Hours, and Traffic Control:

- We assume that all necessary rights of entry and/or necessary permits will be provided by the client.
- For the purposes of this scope of work CME assumes **Stantec** will coordinate all access permits for the project. It is assumed an encroachment permit from both NDOT and/or City of Fernley will be required for this work. For the encroachment permit, a traffic control plan will be provided, if additional narrative of the exploration is required, information will be provided upon request from the client.
- Traffic control is anticipated to consist of alternating single-lane closures. It is assumed traffic control flaggers are not required. We have budgeted 2 days to complete the field work. Field set up will be subcontracted through Silver State Barricade & Sign
- We assume work will be permitted to be conducted during standard business hours: Monday-Friday 7:00am-5:00pm.

Identification of Existing Utilities:

- CME will contact USANorth811 to determine the locations of existing utilities.
- Standard precautions will be taken by CME to minimize the risk of damaging underground structures. However, it's important to note that underground exploration carries inherent risks, as precise location of all underground structures may not be possible.
- Existing as-builts and site utility plans shall be provided by the client/owner prior to mobilization of drilling equipment to the site. All plans shall be to scale.

Responsibility for Damage or Disruption:

- Our fee does not encompass compensation for any damage or disruption of services, or for repair costs resulting from insufficient or incorrect data.
- In cases where damage to underground structures occurs due to insufficient or incorrect data, the client will be responsible for the cost of repair.



Private GPR Utility Locator Coordination:

- Upon request from the client or owner, CME can coordinate with a private Ground Penetrating Radar (GPR) utility locator. This service may be used for privately owned utilities located within the upper 2 to 3 feet of the soil profile¹.

2.2.2 VERTICAL BORINGS

A total of eight (8) vertical exploratory borings will be drilled. Exploration depths are proposed to 10 feet at the pipeline installation locations, and up to 30 feet for trenchless crossings, or until practical refusal is encountered, whichever occurs first. Borings will be drilling using a rubber-tired, two-wheel drive drill rig equipped with solid-stem and hollow stem augers. Soil sample intervals will generally be at 2.5-foot intervals. Borings will be backfilled with bentonite chips where groundwater is encountered, tamped soil cuttings where groundwater is not encountered, and capped using Aquaphalt 6.0. Excess cuttings resulting from the drilled borings will be off hauled.

A CME field representative will log soils encountered in the test borings and visually classify soils in general accordance with the Unified Soils Classification System. Samples of the underlying soil will be collected and brought back to our laboratory for testing. The groundwater surface will be measured if encountered. Representative samples will be returned to our laboratory for testing.

2.3 LABORATORY TESTING



The purpose of the laboratory test program will be to evaluate the engineering and mechanical properties of soil samples collected in the field. We anticipate our laboratory test program will consist of the following:

- Testing for index properties such as moisture content, grain size distribution and plasticity
- Direct shear testing for trenchless crossings;

¹ This technique may be “ineffective” for locating plastic or AC lines.

2.4 REPORT AND ANALYSIS

Upon completion of our field, laboratory and office studies, a Geotechnical Investigation report will be completed for the project and will include the following:

- Description of the project site with the approximate locations of our field explorations, shown on a Site Plan;
- Descriptive logs of the explorations performed for this study;
- General summary of the site soils and geology;
- Discussion of groundwater conditions and potential for dewatering during construction;

Pipeline:

- Excavation/backfill requirements:
 - Discussion of expected excavation conditions;
 - Recommendations for stable slopes for pipe trench excavation and associated structure excavation with side slopes in accordance with OSHA guidelines
 - Bottom of trench soil preparation recommendations including stabilization construction methods
 - Recommendations for suitability of excavated material for bedding material and backfill of trenches above and below groundwater.
- Geotechnical design parameters for thrust blocks;
- Construction concerns including accessibility, dewatering, subgrade instability.

Jack and Bore/Trenchless Crossings:

- Sending and Receiving Pit design, including:
 - Recommendations for stable slope pit excavation in accordance with OSHA.
 - Lateral soil pressures (active, at-rest, and passive) for shoring and backstop design.
 - Sending and Receiving Pit backfill recommendations.
 - General discussion of soil properties for the anticipated soil strata to be encountered along alignment.
 - Anticipated construction difficulties within these soil strata such as bedrock, soil with large particle sizes (i.e. cobbles and boulders), groundwater conflicts, loose sand, or soft sediments.
- Anticipated construction difficulties.

2.5 GENERAL SCOPE EXCLUSIONS

Construction Phase Materials Testing and Inspection: Construction phase services can be provided upon request and will be addressed in a separate proposal.

Subsurface Infrastructure Conflicts: Privately owned utilities will not be marked by USANorth811. Our field crews have no expertise in location of or determining the location of buried structures, vaults, or subsurface infrastructure. It is the owner's responsibility to notify our field crews of potential conflicts which may be present within the exploration area. In addition, the owner is responsible for field marking all privately owned subsurface infrastructure. Our field crews are not responsible for damage to subsurface infrastructure which has not been identified in the field or on a scaled site plan.

Revegetation: The excavation equipment and exploration will damage vegetation (if present). Our scope of work excludes repairs, removal, clean up related to vegetation at the site, and revegetation. Our field crews will attempt to reduce the damage by limiting travel across the site using the equipment where possible.

Liquefaction: Engineering analysis associated with liquefaction potential of the underlying soils is excluded from the scope of this investigation. If liquefaction analysis is desired, drilling depths will need to be increased and additional laboratory testing and engineering analysis will be required. A separate proposal can be prepared.

Percolation/Infiltration Testing: The scope of work outlined here does not include onsite percolation investigation for stormwater infiltration purposes. If you require these services, please provide us with details such as the area and depth of proposed infiltration on a scaled site plan. We will then prepare a proposal to perform the necessary testing.

Unforeseen Conditions: During the geotechnical exploration process, unforeseen conditions such as buried debris, undocumented utilities, or geological anomalies may arise unexpectedly. These conditions have the potential to necessitate adjustments to the proposed exploration plan. In the event that such conditions are encountered, it may be necessary to develop a separate proposal to conduct further investigation and analysis.

Environmental Hazards: Our scope of work excludes investigation for environmental hazards. If a known hazard is encountered, CME will notify the client directly.

Weather Delays: The estimated fees exclude snow removal and ground stabilization for planned exploration. Delays may be incurred due to weather impacts resulting in modifications to the proposed schedule and potential addition of mobilization fees.

Hydrogeologist and Dewatering Analysis: CME does not have a hydrogeologist on staff. For dewatering analysis, including estimated pump rates, a subconsultant will be required. Typically, dewatering is the responsibility of the contractor. At the client's request, a hydrogeologist can be added to the team for an additional fee.

3.0 SCHEDULE

The schedule for the proposed scope of work will depend on the availability of the drilling subcontractor at the time the client provides authorization to proceed.

Fieldwork is generally anticipated to be scheduled within 4 to 6 weeks after authorization is received, provided that encroachment permits have been acquired. However, winter weather and holidays may affect the schedule. Laboratory testing is expected to take up to 2 weeks to complete, with the draft report available 6 to 8 weeks after field exploration is completed. Preliminary recommendations can be provided upon request.

4.0 COST ESTIMATE AND SCHEDULE

We will complete the scope of work outlined in Section 2.0 for an estimated fee outlined in Table 1.

Table 1: Estimated Fees	
Task	Estimated Fees Per Task
USA, Permits, & Coordination	\$2,050.00
Subsurface Exploration	
CME Field Engineer & Materials	\$5,700.00
Drilling Subcontractor	\$12,100.00
Traffic Control Subcontractor	\$5,950.00
Laboratory Testing	\$3,840.00
Engineering Analysis & Report Preparation	\$4,950.00
Total Estimated Fees: (Time and Materials Not To Exceed)	\$34,590.00
NOTES: 1. Assumes one site mobilization will be required. 2. Estimated fees per task are approximate and may vary slightly from those presented on the table for billing purposes. The total estimated fees budget is "not to exceed" without prior approval from client.	

Any additional work, if required for this investigation, will be billed on a time and materials basis in accordance with our Standard Fee Schedule.

Please feel free to call us should you have any questions or require additional information.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.



Stella A. Hardy, PE
Geotechnical Project Manager
shardy@cmenv.com
Direct: 775-737-7569



Carolyn J. Jones, PE
Project Engineer
cjones@cmenv.com
Direct: 775-737-7573
Cell: 775-376-2196

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October 16, 2024

Mr. Ryan Tordella, P.E.
Stantec Consulting
410 17th Street, Suite 1400
Denver, CO 80202

Re: City of Fernley Water Main Design, (the "Project")
Proposal to provide Land Surveying Services (the "Proposal")

Dear Mr. Tordella:

We are pleased to submit this Proposal to provide land surveying services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between CFA, a Bowman company ("CFA") and Stantec, Inc. (the "Client").

PROPOSAL ASSUMPTIONS AND PROJECT UNDERSTANDING

It is our understanding that CFA will provide land surveying services in support of the City of Fernley Water Main Design project. Our proposal includes design-level topographic surveying and mapping that includes establishing the NDOT right-of-way along US 50-Alt as well, as sub-consultants for underground utility locating and vacuum excavation potholing.

Standard of Care - Services provided by CFA under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the CFA Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

1. Boundary & Topographic Surveying & Mapping:

CFA will prepare a design-level topographic survey of the project area that includes the north half of approximately 2.5 miles of US 50-Alt and portions of Nevada Pacific Blvd, Red Rock Road and Julia Lane (See Exhibit "1" attached). This survey will consist of a combination of terrestrial and aerial survey methodologies in support of a 1-contour interval base map. A boundary survey will be performed to establish the rights-of-way for US 50-Alt, Nevada Pacific Blvd, Red Rock Road, and Julia Way within the project area. All surface apparent features, improvements and utilities within the project area will be located. Sanitary sewer and storm drain structures will be located and "dipped" for invert elevations. Water and gas valves will be

1150 Corporate Blvd. Reno, Nevada 89502
O: 775.856.1150

cfareno.com | bowman.com



measured to top-of-nut. Utility markings as provide by USA Dig and the underground utility locator (Task 2 below) will be surveyed into the dataset. This proposal also includes surveying the location of underground utilities located within a maximum of 10 potholes exposed by the vacuum excavation contractor (Task 3 below). Underground utilities will be connected in the base map based on the best available evidence as outlined above.

Project deliverable will be a digital AutoCAD base map in Civil 3D format (Version 2018 database) that includes all planimetric and topographic features as well as boundary lines for rights-of-way within the project area.

2. Underground Utility Locating (Nason Scanning):

Underground utility locating services including penetrating radar and Radio Detection equipment to locate utilities for approximately 2.5 miles on the North side of HWY 50 outside of the improved highway from Nevada Pacific Blvd to Julia Ln and onto Julia Ln to Pepper Ln. Soil conditions in Northern NV restrict the depth of penetration of the GPR. From experience, Max depth of penetration is about 3'. Size and depth of objects matter. Rule of thumb, 1" diameter per foot of depth. This proposal is based upon USA dig being called in and painted out prior to commencement of work. Traffic control is not anticipated and is not included in this proposal.

3. Pothole Services (Badger, Inc.):

Hydro Excavate 10 potholes as directed in a single mobilization. Assumption that 5 of the potholes will be in Asphalt and 5 potholes will be in native soil. Badger to cut and remove asphalt on 5 holes. Hydro Excavate to find utilities (Approximately 12" diameter and up to 6' deep). Badger to backfill and patch with cold patch as needed. Traffic control is not anticipated and not included in this proposal. Disposition and water are off site.

Scope of work is to Hydrovac as directed. All work will be completed approximately within 20' of the truck with ideal weather and ground conditions. It is assumed that all work along US 50-Alt will be completed by accessing the frontage road on the north side of the highway.

Distances over 20' will require an additional operator and remote hose. Project is expected to allow off-site disposition. A minimum charge applies for all scheduled work if a job is cancelled within 12 hours of the start time. Any delays onsite outside of Badger's control will be in addition to the total and billed at T&M.

SUMMARY FEE MATRIX

Task	Description	Fee	Fee Type	Qty	Total
1	Boundary & Topographic Mapping	\$22,900	Lump Sum	1	\$ 22,900
2	Underground Utility Locating	\$16,560	Lump Sum	1	\$16,560
3	Potholing	\$11,050	Lump Sum	1	\$11,050
Total Estimated Fee					\$ 50,510



EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Traffic control;
- NDOT encroachment permit processing (if required);
- Legal or title analysis of property ownership or easement rights;
- Items not specifically delineated in Scope.

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by CFA in the interest of the Project and will be invoiced at the actual cost to CFA plus fifteen percent (15%) for handling and indirect costs in accordance with Schedule A attached hereto.

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for CFA, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for CFA to perform the services described herein. By either countersigning this Proposal or verbally authorizing CFA to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of CFA in a timely manner and at no expense to CFA:

- Obtaining NDOT encroachment permit (if required);
- Coordinating site access as needed
- Assistance in obtaining asbuilt utility plans from NDOT and City of Fernley as needed.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., CFA will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

CFA's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.



Please indicate your acceptance of this proposal by executing below and returning a copy to this office.
Thank you for the opportunity to provide services to Stantec Consulting.

Respectfully,

Kevin German, P.L.S.
Principal

Stantec, Inc. hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes CFA to proceed with the Project, and the undersigned represents that he or she is authorized by Inc. to so execute this Proposal.

Stantec, Inc.

By: _____
(Signature)

Printed Name: _____

Title: _____ Date: _____

Exhibit "1"
Project Area

Westerly Project Limits (Nevada Pacific Blvd.)



Red Rock Road



Exhibit "1"
(Continued)

Easterly Project Limits (Julia Lane)



CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 4th day of December 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 Stantec, a Consultant, whose address is 5390 Kietzke Lane. Reno, NV 89511 ("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 with Fee Schedule. 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 and Fee Schedule).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year
- 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 B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to

CONTRACT

A Contract For Design Professional Services

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:

Subtotal Professional Services: (Tasks 1.0 to 4.0) \$ 382,929

Subtotal OPTIONAL Professional Services: (Task X.X) \$ 0

Total NTE Amount (Including OPTIONAL Services) \$382,929

- 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 Engineer Department
City of Fernley
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 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

CONTRACT

A Contract For Design Professional Services

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 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.

CONTRACT

A Contract For Design Professional Services

- 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:
- 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

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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 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

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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 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

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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.

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

City of Fernley

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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 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.

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- 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 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.

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- 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 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

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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.)

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,

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

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- 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.
- 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,

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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 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; Stantec

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address: 5390 Kitzke Lane

City: Reno State: NV Zip Code: 89511

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

DATED this _____ day of _____, 20__.