



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, December 18, 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 Approval) Approval of Business Licenses**
- 2.3. Discussion and Possible action to adopt a Cooperative Agreement with Nevada Department of Transportation through and including January 1, 2028 to complete a Local Road Safety Plan.**
- 2.4. Possible action to approve a contract with JUB Engineering for design and engineering services for Cedar Street Reconstruction Project for an amount of \$325,965.**
- 2.5. Discussion and Possible action to approve the 2024 Emergency Operations Plan for the City of Fernley.**
- 2.6. Discussion and Possible Action to Approve the Will-Serve Request from Mark IV Capital (Victory Logistics District – Phase B Final Map) for 0.27 ERCs for Water and 0.00 ERCs for sewer for Lyon County Parcel(s) 021-242-17(parcel B, post-FM Phase A), 021-251-25, 021-261-43 (with of total of 14 lots) located in Fernley, NV.**
- 2.7. 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.**
- 2.8. Possible Action to Approve the Mayor's Appointments to various Boards and Committees.**
- 2.9. Possible Action to reappoint Angela Lewis and Tessa Garvin to the Fernley Planning Commission for a 4-year term.**
- 2.10. Possible Action to Adopt Resolution 24-020, appointing Felicity Zoberski as Mayor Pro Tem for a one-year term expiring December 31, 2025**

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

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

4. PROCLAMATIONS BY THE MAYOR

5. ORDINANCES

- 5.1. (For Possible Action) Discussion and First Reading of Bill #359, an Ordinance related to Zoning Map Amendment (ZMA 24005), a request by Wood Rodgers, Inc on behalf of Douglass Development LLC for changing the zoning designation from RR1 (Rural Residential; 1-acre minimum) to C2 (General Commercial) on a +/-0.85 acre lot located at 840 Woodchuck Drive (APN 021-343-20).**

6. STAFF REPORTS

6.1. Possible Action to consider canceling the January 1st City Council Meeting.

6.2. Discussion and Possible Action to Approve proposal to complete a Public Safety Feasibility Study with Center for Public Safety Management, LLC, CPSM for an amount not to exceed \$150,122.00

7. PRESENTATIONS

7.1. Open Meeting Law Training

7.2. Wastewater Presentation from Western Nevada Development District

8. PUBLIC HEARINGS

8.1. (For Possible Action) Second Reading, discussion, and possible action regarding Bill #358, an Ordinance related to ZMA24004, a Zoning Map Amendment application submitted by Jose Castillo Jr on behalf of Golden Years Castle Home of Fernley, LLC to change the zoning designation from SF20 (Single-Family Residential-20,000 square foot minimum) to PF (Public Facility) on two parcels totaling approximately 1.741 acres located at the southwest corner of Farm District Road and Westerlund Lane (APNs 021-111-47 and 021-111-48).

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: January 15th @ 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
ALHAMBRA								
4688	ALHAMBRA	7661929112124	water service	11/21/2024	272.30	12/05/2024	510-810-614 Shop Supplies	1124
Total 4688:					272.30			
ARAMARK (VESTIS)								
1895	ARAMARK (VESTIS)	5980250271	PS rags and rugs	11/26/2024	124.12	12/05/2024	510-840-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980250306	uniforms	11/26/2024	75.63	12/05/2024	100-480-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980250308	rags and mats for the shop	11/26/2024	85.56	12/05/2024	100-480-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980250310	Clothing/Mats	11/26/2024	89.36	12/05/2024	100-475-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980250311	pants service	11/26/2024	84.32	12/05/2024	510-810-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980250321	Floor Mats	11/26/2024	191.58	12/05/2024	100-417-420 Outside Services	1124
1895	ARAMARK (VESTIS)	5980252112	shirt contract	12/03/2024	75.63	12/05/2024	100-480-420 Outside Services	1224
1895	ARAMARK (VESTIS)	5980252113	Clothing/Mats	12/03/2024	89.36	12/05/2024	100-475-420 Outside Services	1224
1895	ARAMARK (VESTIS)	5980252114	pants service	12/03/2024	84.32		510-810-420 Outside Services	1224
Total 1895:					899.88			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	47537	battery for fleet	12/05/2024	165.00		100-480-610 Automotive Supplies	1224
Total 8868:					165.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	20894/5	Torch/Tools	11/22/2024	134.95	12/05/2024	100-475-600 General Supplies	1124
20	BIG R OF FERNLEY	20894/5	Gloves	11/22/2024	31.90	12/05/2024	100-475-616 Safety Supplies	1124
20	BIG R OF FERNLEY	20895/5	Paint Supplies	11/22/2024	24.47	12/05/2024	100-417-600 General Supplies	1124
20	BIG R OF FERNLEY	20911/5	Zip ties	11/25/2024	12.39	12/05/2024	100-575-600 General Supplies	1124
20	BIG R OF FERNLEY	20912/5	Spray Paint	11/25/2024	34.82	12/05/2024	100-575-600 General Supplies	1124
20	BIG R OF FERNLEY	20918/5	Fabrication supplies	11/26/2024	12.57	12/05/2024	100-575-600 General Supplies	1124
20	BIG R OF FERNLEY	20926/5	Texture	11/27/2024	16.99	12/05/2024	100-417-600 General Supplies	1124
20	BIG R OF FERNLEY	20927/5	muck boots	11/27/2024	169.95		510-810-616 Safety Supplies	1124
20	BIG R OF FERNLEY	20944/5	Zip Tie	12/03/2024	19.12	12/05/2024	100-417-600 General Supplies	1224
20	BIG R OF FERNLEY	20948/5	starter cord for fleet	12/03/2024	4.80	12/05/2024	100-480-610 Automotive Supplies	1224
20	BIG R OF FERNLEY	20952/5	PVC glue and primer	12/04/2024	18.98		520-810-614 Shop Supplies	1224
20	BIG R OF FERNLEY	20961/5	insulated coveralls	12/05/2024	89.99		520-810-616 Safety Supplies	1224
20	BIG R OF FERNLEY	20963/5	Landscaping tool	12/05/2024	14.99		100-575-600 General Supplies	1224
20	BIG R OF FERNLEY	20964/5	coveralls exchanged with cost difference	12/05/2024	20.00		520-810-616 Safety Supplies	1224

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	20967/5	propane for burn trailer	12/06/2024	368.68		510-810-623 Propane	1224
20	BIG R OF FERNLEY	20967/5	hand warmers	12/06/2024	2.78		510-810-614 Shop Supplies	1224
20	BIG R OF FERNLEY	20968/5	Sealant, Caulk	12/06/2024	31.78		100-417-600 General Supplies	1224
20	BIG R OF FERNLEY	20969/5	Pipe Glue	12/06/2024	11.99		100-575-600 General Supplies	1224
20	BIG R OF FERNLEY	20978/5	Chain Saw parts	12/09/2024	153.96		100-475-600 General Supplies	1224
20	BIG R OF FERNLEY	20979/5	Wood working supplies	12/09/2024	56.46		100-417-600 General Supplies	1224
20	BIG R OF FERNLEY	20982/5	paint	12/09/2024	8.99		100-575-600 General Supplies	1224
20	BIG R OF FERNLEY	20985/5	Gopher Traps	12/10/2024	31.96		100-575-600 General Supplies	1224
Total 20:					1,272.52			
BLUE BEACON INC								
200	BLUE BEACON INC	4664403	VacCon washed	11/30/2024	88.50		520-810-610 Automotive Supplies	1124
Total 200:					88.50			
BLUEPEARL OPERATIONS, LLC								
9029	BLUEPEARL OPERATIONS, LLC	187991	C08826221 Restitution requested	11/16/2024	2,107.76	12/05/2024	100-525-322 Prof Serv-Other	1124
Total 9029:					2,107.76			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	100124-1	Bldg	11/05/2024	431.38	12/05/2024	100-605-550 Printing and Postage	1124
6970	BOB'S PRINTING AND SIGNAGE	100124-1	Mayor	11/05/2024	133.00	12/05/2024	100-412-550 Printing and Postage	1124
6970	BOB'S PRINTING AND SIGNAGE	100124-1	Utilities	11/05/2024	233.79	12/05/2024	520-810-601 Office Supplies	1124
6970	BOB'S PRINTING AND SIGNAGE	100124-1	CMO	11/05/2024	19.49	12/05/2024	100-413-550 Printing and Postage	1124
6970	BOB'S PRINTING AND SIGNAGE	100124-1	Utilities	11/05/2024	1,184.54	12/05/2024	510-810-601 Office Supplies	1124
6970	BOB'S PRINTING AND SIGNAGE	100124-1	IT	11/05/2024	132.45	12/05/2024	100-418-600 General Supplies	1124
6970	BOB'S PRINTING AND SIGNAGE	100124-1	Planning	11/05/2024	90.97	12/05/2024	100-610-550 Printing and Postage	1124
6970	BOB'S PRINTING AND SIGNAGE	100124-1	Finance	11/05/2024	167.44	12/05/2024	100-415-550 Printing and Postage	1124
6970	BOB'S PRINTING AND SIGNAGE	101524-1	Name Plate	10/22/2024	28.44	12/05/2024	100-416-600 General Supplies	1024
Total 6970:					2,421.50			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	9488864	Paper Towels	11/22/2024	34.58	12/05/2024	100-417-612 Building Maint Supplies	1124
8837	BRADY INDUSTRIES OF NEVADA LLC	9488865	cleaning agent/paper towels	11/22/2024	260.55	12/05/2024	100-417-612 Building Maint Supplies	1124
8837	BRADY INDUSTRIES OF NEVADA LLC	9488867	paper towels, cups	11/22/2024	284.73	12/05/2024	100-417-612 Building Maint Supplies	1124
Total 8837:					579.86			
BUILDING CONTROL SERVICES, INC								
7173	BUILDING CONTROL SERVICES, INC	6346	PS HSPS Electrical Room AC repairs	11/22/2024	2,005.00	12/05/2024	510-840-424 Outside Serv-HVAC	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 7173:					2,005.00			
BUREAU OF LAND MANAGEMENT								
363	BUREAU OF LAND MANAGEMENT	9102024	BLM FEDERAL LANDS BILL CONVEYANCE	09/10/2024	42,800.00	12/05/2024	100-413-322 Prof Serv-Other	924
Total 363:					42,800.00			
CAPITAL GLASS, INC.								
8559	CAPITAL GLASS, INC.	SD22163	Door Repair	12/10/2024	1,248.23		100-417-430 Outside Serv-Repair & Maint	1224
Total 8559:					1,248.23			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AB5WX6H	USB & Monitor	11/14/2024	248.10	12/05/2024	100-415-605 Minor Equipment	1124
27	CDW GOVERNMENT INC.	AB6DZ5X	HR ID Maker	11/19/2024	89.97	12/05/2024	100-413-605 Minor Equipment	1124
Total 27:					338.07			
CFA, A BOWMAN COMPANY								
499	CFA, A BOWMAN COMPANY	464421	ITP Project Mgmnt	11/30/2024	1,614.89		230-575-730 Improve Other than Buildings	1124
Total 499:					1,614.89			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	156824401112124	24401 11/28-12/27/24 355 Cottonwood	11/21/2024	129.98		100-417-530 Communications	1124
Total 4479:					129.98			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	NOV 2024	FINANCE-CREDIT CARD PROCESSING FEES 6291058	11/30/2024	40.07	11/30/2024	100-415-609 Credit Card Fees	1124
8637	CHASE PAYMENTECH MERCHANT SERVICES	NOV 2024	WATER-CREDIT CARD PROCESSING FEES 6181757	11/30/2024	3,343.89	11/30/2024	510-810-609 Credit Card Fees	1124
8637	CHASE PAYMENTECH MERCHANT SERVICES	NOV 2024	FINANCE-CREDIT CARD PROCESSING FEES 6291057	11/30/2024	332.24	11/30/2024	100-415-609 Credit Card Fees	1124
8637	CHASE PAYMENTECH MERCHANT SERVICES	NOV 2024	SEWER-CREDIT CARD PROCESSING FEES 6181757	11/30/2024	3,343.88	11/30/2024	520-810-609 Credit Card Fees	1124
Total 8637:					7,060.08			
CITY OF FERNLEY								
32	CITY OF FERNLEY	30.7838.17 DEC 24	NEW TREATED WATER RESERVOIR WTP	12/02/2024	90.17		510-166100 Construction In Progress	1224
Total 32:					90.17			
CIVIC PLUS								
3028	CIVIC PLUS	315405	Muni Code	11/01/2024	3,657.00	12/05/2024	100-416-420 Outside Services	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 3028:					3,657.00			
CULLIGAN WATER								
6417	CULLIGAN WATER	1273415	PS Chemical water softener maintenance	12/09/2024	540.00		510-840-430 Outside Serv-Repair & Maint	1224
Total 6417:					540.00			
DOCUSIGN INC LOCKBOX								
8864	DOCUSIGN INC LOCKBOX	111100376905	Docusign	08/20/2024	2,760.00	12/05/2024	100-416-420 Outside Services	824
Total 8864:					2,760.00			
DOWL, LLC								
8931	DOWL, LLC	112924	Surveying Services	10/27/2024	832.50	12/05/2024	100-610-320 Prof Serv-Engineering	1024
8931	DOWL, LLC	112924	Surveying Services	10/27/2024	3,400.00	12/05/2024	100-228311 Engineering Reimb. (Maps)	1024
Total 8931:					4,232.50			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	12022024	PER DIEM K. SWANSON NV SOS ELECTIONS TRAINING L	12/02/2024	283.99	12/05/2024	100-414-582 Travel	1224
8639	EMPLOYEES, CITY OF FERNLEY	120224	PER DIEM B. GOSSER NV SOS ELECTIONS TRAINING LA	12/02/2024	283.99	12/05/2024	100-414-582 Travel	1224
8639	EMPLOYEES, CITY OF FERNLEY	120324	REIMB FOR 2024 POOL/PACT HR CONF. GRANT	12/03/2024	415.02	12/05/2024	100-413-580 Training	1224
8639	EMPLOYEES, CITY OF FERNLEY	120524	MARSHAL UNIFORM ALLOWANCE	12/05/2024	500.00	12/05/2024	100-425-600 General Supplies	1224
8639	EMPLOYEES, CITY OF FERNLEY	DEC 2024	REIMB FOR MOVING EXPENSES	12/03/2024	925.06	12/05/2024	510-810-582 Travel	1224
8639	EMPLOYEES, CITY OF FERNLEY	DEC 2024	REIMB FOR MOVING EXPENSES	12/03/2024	1,850.13	12/05/2024	520-810-582 Travel	1224
8639	EMPLOYEES, CITY OF FERNLEY	DEC 2024	REIMB FOR MOVING EXPENSES	12/03/2024	925.06	12/05/2024	510-840-582 Travel	1224
8639	EMPLOYEES, CITY OF FERNLEY	DEC 24	REIMB FOR FOOD & HOTEL STAY AT SILVERLAND INN M	12/02/2024	294.64	12/05/2024	100-528-580 Training	1224
8639	EMPLOYEES, CITY OF FERNLEY	IT12022024-1	PER DIEM J. CLEVEN- DIGITAL GOV. SUMMIT LAS VEGA	12/02/2024	599.96	12/05/2024	100-418-580 Training	1224
Total 8639:					6,077.85			
FARR CONSTRUCTION								
668	FARR CONSTRUCTION	PayRequest2	Surface Water Treatment - Project Design	10/31/2024	333,041.03		510-166100 Construction In Progress	1024
Total 668:					333,041.03			
FED EX								
52	FED EX	8-696-84781	Shipping Charges	11/29/2024	15.07	12/05/2024	510-840-550 Printing and Postage	1124
52	FED EX	8-696-84781	Shipping Charges	11/29/2024	15.07	12/05/2024	510-810-550 Printing and Postage	1124
52	FED EX	8-696-84781	Shipping Charges	11/29/2024	15.07	12/05/2024	520-810-550 Printing and Postage	1124
Total 52:					45.21			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	24-232323	PS Basin Mixer Oil	11/21/2024	175.54	12/05/2024	510-840-614 Shop Supplies	1124
18	FLYERS ENERGY, LLC	CFS-4071303	GASOLINE-WD	11/15/2024	1,175.67		510-810-626 Gasoline	1124
18	FLYERS ENERGY, LLC	CFS-4071303	GASOLINE-FLEET	11/15/2024	167.25		100-480-626 Gasoline	1124
18	FLYERS ENERGY, LLC	CFS-4071303	GASOLINE-FACILITIES	11/15/2024	369.73		100-417-626 Gasoline	1124
18	FLYERS ENERGY, LLC	CFS-4071303	GASOLINE-VECTOR	11/15/2024	31.47		100-528-626 Gasoline	1124
18	FLYERS ENERGY, LLC	CFS-4071303	GASOLINE-STREETS	11/15/2024	1,242.16		100-475-626 Gasoline	1124
18	FLYERS ENERGY, LLC	CFS-4071303	GASOLINE-BUILDING	11/15/2024	146.15		100-605-626 Gasoline	1124
18	FLYERS ENERGY, LLC	CFS-4071303	GASOLINE-PARKS	11/15/2024	361.93		100-575-626 Gasoline	1124
18	FLYERS ENERGY, LLC	CFS-4071303	GASOLINE-WW	11/15/2024	1,091.50		520-810-626 Gasoline	1124
18	FLYERS ENERGY, LLC	CFS-4071303	GASOLINE-ANIMAL CONTROL	11/15/2024	269.03		100-525-626 Gasoline	1124
18	FLYERS ENERGY, LLC	CFS-4071303	GASOLINE-WTP	11/15/2024	140.54		510-840-626 Gasoline	1124
18	FLYERS ENERGY, LLC	CFS-4071303	GASOLINE-COURT	11/15/2024	58.75		100-425-626 Gasoline	1124
Total 18:					5,229.72			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0474	Lobbyist Contract DEC 24	12/01/2024	5,800.00	12/05/2024	100-413-322 Prof Serv-Other	1224
Total 8869:					5,800.00			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	33771	Chip rock for Ricci tank	11/21/2024	616.51	12/05/2024	510-810-430 Outside Serv-Repair & Maint	1124
202	GOPHER CONSTRUCTION INC	33797	rock for ricci tank	11/26/2024	486.13		510-810-430 Outside Serv-Repair & Maint	1124
202	GOPHER CONSTRUCTION INC	33798	rock for ricci tank	11/26/2024	560.51		510-810-430 Outside Serv-Repair & Maint	1124
202	GOPHER CONSTRUCTION INC	33879	sand and rock for bins	12/05/2024	591.88		510-810-431 Outside Serv-Road Maint	1224
Total 202:					2,255.03			
GRAINGER								
252	GRAINGER	9328954814	safety glasses	11/26/2024	194.30	12/05/2024	510-810-616 Safety Supplies	1124
252	GRAINGER	9329674619	strut channel for animal control trailer	11/27/2024	151.76	12/05/2024	100-480-610 Automotive Supplies	1124
Total 252:					346.06			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	670860801	Communications DEC24	12/01/2024	216.46		100-417-530 Communications	1224
Total 8838:					216.46			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	60412	tools for fleet	12/04/2024	136.50	12/05/2024	100-480-600 General Supplies	1224

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8987:					136.50			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111879	Misc. Service Labor	11/20/2024	145.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	111880	Misc. Service Labor	11/20/2024	145.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	111881	Misc. Service Labor	11/20/2024	145.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	111882	Misc. Service Labor	11/25/2024	145.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	111883	Misc. Service Labor	11/25/2024	145.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	111884	Misc. Service Labor	11/20/2024	145.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	111885	Misc. Service Labor	11/27/2024	145.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	111886	Misc. Service Labor	11/27/2024	145.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	14086	2003 Chevy S10 White 690L31 120 E Cedar	11/20/2024	55.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	14087	1997 Dodge Ram Van 425 Cedar Street	11/20/2024	55.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	14088	2001 Ford Explorer White 206L02 75 Front Street	11/25/2024	55.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	14089	2003 Kia Sedan Spectra White 400RAV 138 Desert Springs	11/20/2024	55.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	14093	2007 Chevy Van Uplander Silver Steven Way	11/28/2024	55.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	14094	2002 VW GTI 981U53 430 Willow Way Apt. 23	11/20/2024	55.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	14095	280Z Tan 1256 Wadsworth Lane	11/20/2024	55.00	12/05/2024	100-605-420 Outside Services	1124
70	HANNEMAN SERVICE	14096	280Z Black 1256 Wadsworth Lane	11/20/2024	55.00	12/05/2024	100-605-420 Outside Services	1124
Total 70:					1,600.00			
HANSFORD ECONOMIC CONSULTING								
6228	HANSFORD ECONOMIC CONSULTING	763	Utility Rate Study	12/02/2024	1,298.75	12/05/2024	520-810-420 Outside Services	1224
6228	HANSFORD ECONOMIC CONSULTING	763	Utility Rate Study	12/02/2024	1,298.75	12/05/2024	510-840-420 Outside Services	1224
Total 6228:					2,597.50			
HARRIS INDUSTRIAL GASES								
8630	HARRIS INDUSTRIAL GASES	1964091	welding supplies for shop	11/21/2024	202.23	12/05/2024	100-480-600 General Supplies	1124
Total 8630:					202.23			
HERC RENTALS								
8732	HERC RENTALS	35121464-001	Man scissor lift	11/21/2024	468.09	12/05/2024	100-417-441 Rentals	1124
8732	HERC RENTALS	35153526-001	Message Boards for Parade	12/09/2024	528.26		100-475-441 Rentals	1224
Total 8732:					996.35			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	NOV 2024-3	FICA TAX PAYABLE, PAYROLL	11/27/2024	503.28	11/27/2024	100-211000 FICA PAYABLE	1124
7879	INTERNAL REVENUE SERVICE	NOV 2024-3	W/HOLD TAX PAYABLE, PAYROLL	11/27/2024	26,666.57	11/27/2024	100-212000 FEDERAL WITHHOLDING PAYAB	1124
7879	INTERNAL REVENUE SERVICE	NOV 2024-3	MED TAX PAYABLE, PAYROLL	11/27/2024	7,231.48	11/27/2024	100-211000 FICA PAYABLE	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 7879:					34,401.33			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1001976956	ICC Code Books	11/15/2024	881.98	12/05/2024	100-605-640 Books and Periodicals	1124
Total 617:					881.98			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	862417-IN	oil supplies	11/26/2024	246.91	12/05/2024	100-480-610 Automotive Supplies	1124
Total 4329:					246.91			
INTERWEST CONSULTING GROUP, INC								
9035	INTERWEST CONSULTING GROUP, INC	939804	Consulting Services	11/20/2024	942.50	12/05/2024	100-610-322 Prof Serv-Other	1124
9035	INTERWEST CONSULTING GROUP, INC	940237	Consulting Services	11/20/2024	1,605.00	12/05/2024	100-610-322 Prof Serv-Other	1124
9035	INTERWEST CONSULTING GROUP, INC	941797	Consulting Services	11/20/2024	1,592.50	12/05/2024	100-610-322 Prof Serv-Other	1124
9035	INTERWEST CONSULTING GROUP, INC	943622	Consultant Services	11/20/2024	1,560.00	12/05/2024	100-610-322 Prof Serv-Other	1124
Total 9035:					5,700.00			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	24466857	Fire System Service Agreement	12/02/2024	660.00	12/05/2024	100-417-420 Outside Services	1224
8667	JOHNSON CONTROLS FIRE PROTECTION LP	52518133	PS Bldg 4 Fire Riser Repairs	12/06/2024	3,048.41		510-840-430 Outside Serv-Repair & Maint	1224
Total 8667:					3,708.41			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100005-1024	Traffic Presentation to Council	10/31/2024	912.50	12/05/2024	100-610-320 Prof Serv-Engineering	1024
8715	KIMLEY-HORN AND ASSOCIATES, INC.	196874000-1124	North Area Plan	11/30/2024	5,100.00		100-610-322 Prof Serv-Other	1124
8715	KIMLEY-HORN AND ASSOCIATES, INC.	30138545	Southwest Area Plan	11/30/2024	10,832.75		100-610-322 Prof Serv-Other	1124
Total 8715:					16,845.25			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	40041	Elevator Maintenance	12/01/2024	206.48		100-417-430 Outside Serv-Repair & Maint	1224
Total 8751:					206.48			
LegalEdge Software								
8963	LegalEdge Software	1315	software for legal files	11/27/2024	6,100.00	12/05/2024	100-414-342 Tech Services-Other	1124
Total 8963:					6,100.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
LOWES CREDIT SERVICES									
7650	LOWES CREDIT SERVICES	70347	Util Director desk materials	12/02/2024	28.46	12/05/2024	520-810-600	General Supplies	1224
7650	LOWES CREDIT SERVICES	70347	Util Director desk materials	12/02/2024	14.23	12/05/2024	510-840-601	Office Supplies	1224
7650	LOWES CREDIT SERVICES	70347	Util Director desk materials	12/02/2024	14.23	12/05/2024	510-810-600	General Supplies	1224
7650	LOWES CREDIT SERVICES	72107	Util Director desk materials	12/03/2024	15.60	12/05/2024	510-810-600	General Supplies	1224
7650	LOWES CREDIT SERVICES	72107	Util Director desk materials	12/03/2024	31.18	12/05/2024	520-810-600	General Supplies	1224
7650	LOWES CREDIT SERVICES	72107	Util Director desk materials	12/03/2024	15.60	12/05/2024	510-840-601	Office Supplies	1224
7650	LOWES CREDIT SERVICES	72327	Window Cleaning Tools	12/03/2024	29.89	12/05/2024	100-417-600	General Supplies	1224
7650	LOWES CREDIT SERVICES	73697	Cement	12/04/2024	94.50		100-575-600	General Supplies	1224
7650	LOWES CREDIT SERVICES	73954	Santa pics backdrop supplies- Xmas Lighting 12/7	12/04/2024	134.20		100-412-650	Community Support	1224
7650	LOWES CREDIT SERVICES	75900	Spray Paint/Water	12/05/2024	57.08		100-575-600	General Supplies	1224
7650	LOWES CREDIT SERVICES	76697	Paint Supplies/Paint	12/06/2024	134.26		100-417-600	General Supplies	1224
7650	LOWES CREDIT SERVICES	78044	Mailbox Santa letters	11/19/2024	25.15		100-412-650	Community Support	1124
7650	LOWES CREDIT SERVICES	78371	replacement heaters	11/19/2024	149.05	12/05/2024	520-810-614	Shop Supplies	1124
7650	LOWES CREDIT SERVICES	79647	Christmas Tree Lighting	11/20/2024	24.64	12/05/2024	100-412-650	Community Support	1124
7650	LOWES CREDIT SERVICES	79647	CMO office - Furniture	11/20/2024	56.03	12/05/2024	100-413-600	General Supplies	1124
7650	LOWES CREDIT SERVICES	81093	Cleaning Supplies/paper towels	11/21/2024	37.95	12/05/2024	100-417-612	Building Maint Supplies	1124
7650	LOWES CREDIT SERVICES	81416	Grinding/Welding Supplies/Stain	11/21/2024	86.04	12/05/2024	100-575-600	General Supplies	1124
7650	LOWES CREDIT SERVICES	82693	Christmas tree lighting supplies	11/22/2024	42.60	12/05/2024	100-412-650	Community Support	1124
7650	LOWES CREDIT SERVICES	83100	Christmas tree Lighting	11/22/2024	189.90	12/05/2024	100-412-650	Community Support	1124
7650	LOWES CREDIT SERVICES	83469	Cleaning/maintenance supplies	11/22/2024	82.61	12/05/2024	100-475-612	Building Maint Supplies	1124
7650	LOWES CREDIT SERVICES	83469	Burner Accessories/paint	11/22/2024	119.92	12/05/2024	100-475-600	General Supplies	1124
7650	LOWES CREDIT SERVICES	83469	Gloves	11/22/2024	34.16	12/05/2024	100-475-616	Safety Supplies	1124
7650	LOWES CREDIT SERVICES	88532	com furniture build tools	11/25/2024	237.43	12/05/2024	100-413-605	Minor Equipment	1124
7650	LOWES CREDIT SERVICES	89296	East Lift Door Slide	11/25/2024	17.37	12/05/2024	520-810-614	Shop Supplies	1124
7650	LOWES CREDIT SERVICES	89357	Spray Paint	11/25/2024	37.92	12/05/2024	100-575-600	General Supplies	1124
7650	LOWES CREDIT SERVICES	90293	Fabrication Supplies	11/26/2024	21.81	12/05/2024	100-575-600	General Supplies	1124
7650	LOWES CREDIT SERVICES	90293	Compressor	11/26/2024	85.48	12/05/2024	100-575-605	Minor Equipment	1124
7650	LOWES CREDIT SERVICES	91040	general supplies	11/26/2024	97.46	12/05/2024	520-810-600	General Supplies	1124
7650	LOWES CREDIT SERVICES	9109	Christmas tree Lighting Supplies 12/7	11/27/2024	23.73		100-412-650	Community Support	1124
7650	LOWES CREDIT SERVICES	92017	CMO Office Shelves	11/27/2024	92.69		100-413-600	General Supplies	1124
7650	LOWES CREDIT SERVICES	92090	Paint	11/27/2024	31.33	12/05/2024	100-417-600	General Supplies	1124
7650	LOWES CREDIT SERVICES	INV91634	Heater/Cooler Combo	11/27/2024	464.55	12/05/2024	100-475-605	Minor Equipment	1124
Total 7650:					2,527.05				
LP INSURANCE SERVICES, INC									
8746	LP INSURANCE SERVICES, INC	969844-0	POLICY #EB FEE JAN 25	01/01/2025	2,500.00	12/05/2024	100-413-322	Prof Serv-Other	1224
Total 8746:					2,500.00				
LUMOS & ASSOCIATES INC									
370	LUMOS & ASSOCIATES INC	125095	Fernley Ind Park Rehab project management	11/14/2024	7,200.88	12/05/2024	100-475-745	RTC Reimbursable	1124
370	LUMOS & ASSOCIATES INC	125117	Shadow Ln Reconstruction Project 10.2024	11/14/2024	9,025.00	12/05/2024	100-475-745	RTC Reimbursable	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 370:					16,225.88			
LYON COUNTY								
1126	LYON COUNTY	DEC 2024	PUBLIC DEFENDER - DECEMBER 2024	12/01/2024	10,000.00	12/05/2024	100-413-322 Prof Serv-Other	1224
Total 1126:					10,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Nov 24	Transient Lodging Tax Nov 2024	11/30/2024	2,858.75	12/05/2024	225-227010 TLT Payable to County	1124
Total 106:					2,858.75			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	2022402	LIEN REL- 113 7TH ST 02022402	12/04/2024	43.00	12/05/2024	510-810-322 Prof Serv-Other	1224
Total 108:					43.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I21846	Portable Restroom Service	12/01/2024	118.33	12/05/2024	100-575-420 Outside Services	1224
8509	MARSHALL'S SEPTIC CARE	I21847	Portable Restroom Service	12/01/2024	118.33	12/05/2024	100-575-420 Outside Services	1224
8509	MARSHALL'S SEPTIC CARE	I21848	Portable Restroom Service	12/01/2024	526.65	12/05/2024	100-575-420 Outside Services	1224
8509	MARSHALL'S SEPTIC CARE	I21849	Portable Restroom Service	12/01/2024	210.66	12/05/2024	100-575-420 Outside Services	1224
8509	MARSHALL'S SEPTIC CARE	I21850	Portable Restroom Service	12/01/2024	118.33	12/05/2024	100-575-420 Outside Services	1224
8509	MARSHALL'S SEPTIC CARE	I21853	Portable restroom Service	12/01/2024	113.33	12/05/2024	100-417-420 Outside Services	1224
8509	MARSHALL'S SEPTIC CARE	I21873	Portable Restroom Service	12/01/2024	200.66	12/05/2024	100-575-420 Outside Services	1224
8509	MARSHALL'S SEPTIC CARE	I21885	PS Residual Solids Hauling	12/02/2024	69,808.83	12/05/2024	510-840-426 Outside Serv-Septic	1224
Total 8509:					71,215.12			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	DEC 2024	MUNICIPAL COURT JUDGE	12/31/2024	3,750.00	12/05/2024	100-425-322 Prof Serv-Other	1224
Total 8042:					3,750.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	120524	APPLICATION DEPOSIT FEE REFUND CUP24005 STANLE	12/05/2024	1,880.00	12/05/2024	100-320-210 Planning and Zoning Fees	1224
1111	MISCELLANEOUS ONE TIME VENDOR	24-0108 24-0109	REFUND PLANNING STOCK PLAN REVIEW BP24-0109 &	12/05/2024	200.00		100-320-210 Planning and Zoning Fees	1224
1111	MISCELLANEOUS ONE TIME VENDOR	LL17-5430	OVERPAYMENT ON LIQUOR LICENSE ACCOUNT	12/04/2024	600.00		100-320-150 Liquor License Fees	1224
Total 1111:					2,680.00			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	148736	criminal confliot	11/30/2024	783.00	12/05/2024	100-414-310 Prof Serv-Legal	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8906:					783.00			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	421567	Lift station filters	12/05/2024	47.88		520-810-614 Shop Supplies	1224
Total 58:					47.88			
NATIONS MEDICAL								
8502	NATIONS MEDICAL	110391	first aid kits and safety supplies	12/06/2024	426.45		510-810-616 Safety Supplies	1224
Total 8502:					426.45			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Nov 24	Transient Lodging Tax Nov 2024	11/30/2024	1,715.25	12/05/2024	225-227015 TLT Payable to State	1124
Total 6378:					1,715.25			
NEVADA DEPT PUBLIC SAFETY - DPS								
7405	NEVADA DEPT PUBLIC SAFETY - DPS	69703	REF#3573406	01/01/2025	.67		100-528-322 Prof Serv-Other	125
7405	NEVADA DEPT PUBLIC SAFETY - DPS	69703	REF#3584269	01/01/2025	40.25		100-610-322 Prof Serv-Other	125
7405	NEVADA DEPT PUBLIC SAFETY - DPS	69703	REF#3573406	01/01/2025	27.66		100-475-322 Prof Serv-Other	125
7405	NEVADA DEPT PUBLIC SAFETY - DPS	69703	REF#3584267	01/01/2025	40.25		100-605-322 Prof Serv-Other	125
7405	NEVADA DEPT PUBLIC SAFETY - DPS	69703	REF#3573406	01/01/2025	3.32		100-417-322 Prof Serv-Other	125
7405	NEVADA DEPT PUBLIC SAFETY - DPS	69703	REF#3584264	01/01/2025	40.25		100-425-322 Prof Serv-Other	125
7405	NEVADA DEPT PUBLIC SAFETY - DPS	69703	REF#3573406	01/01/2025	8.60		100-575-322 Prof Serv-Other	125
7405	NEVADA DEPT PUBLIC SAFETY - DPS	69703	REF#3584261	01/01/2025	40.25		100-575-322 Prof Serv-Other	125
Total 7405:					201.25			
NORTHERN NEVADA IMAGING, LLC								
7260	NORTHERN NEVADA IMAGING, LLC	1332	Council Photos	12/05/2024	375.00		100-416-322 Prof Serv-Other	1224
Total 7260:					375.00			
NV ENERGY								
167	NV ENERGY	12019 NOV 24	34596505012019 ACH	11/15/2024	6,808.18	12/05/2024	510-810-622 Electricity	1124
167	NV ENERGY	13818 NOV 24	34596405113818 ACH	11/26/2024	47.46	12/16/2024	100-475-622 Electricity	1124
167	NV ENERGY	13924 NOV 24	48768108113924 ACH	11/26/2024	37.54	12/16/2024	100-475-622 Electricity	1124
167	NV ENERGY	26445 NOV 24	34596505226445 ACH	11/23/2024	5,090.80	12/13/2024	510-840-622 Electricity	1124
167	NV ENERGY	28458 NOV 24	34596505228458 ACH	11/23/2024	11,462.77	12/13/2024	510-840-622 Electricity	1124
167	NV ENERGY	30037 NOV 24	34596403630037 ACH	11/15/2024	39.56	12/05/2024	100-576-622 Electricity	1124
167	NV ENERGY	30672 NOV 24	213677908230672 ACH	11/26/2024	45.68	12/16/2024	100-575-622 Electricity	1124
167	NV ENERGY	71493 NOV 24	271223607571493 ACH	11/26/2024	45.36	12/16/2024	100-475-622 Electricity	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	97731 NOV 24	213677908197731 ACH	11/26/2024	46.80	12/16/2024	100-575-622 Electricity	1124
Total 167:					23,624.15			
OFFICE DEPOT								
133	OFFICE DEPOT	393018004001	Calendars	11/19/2024	10.00	12/05/2024	510-810-601 Office Supplies	1124
133	OFFICE DEPOT	393018004001	Calendars	11/19/2024	10.00	12/05/2024	520-810-601 Office Supplies	1124
133	OFFICE DEPOT	393018004001	Calendars	11/19/2024	10.00	12/05/2024	100-417-601 Office Supplies	1124
133	OFFICE DEPOT	393018004001	Calendars	11/19/2024	9.99	12/05/2024	510-840-601 Office Supplies	1124
133	OFFICE DEPOT	393018004001	Calendars	11/19/2024	10.00	12/05/2024	100-575-601 Office Supplies	1124
133	OFFICE DEPOT	393018004001	Calendars	11/19/2024	10.00	12/05/2024	100-475-601 Office Supplies	1124
133	OFFICE DEPOT	393023649001	Tape	11/19/2024	3.17	12/05/2024	510-840-601 Office Supplies	1124
133	OFFICE DEPOT	393023649001	Tape	11/19/2024	3.16	12/05/2024	100-575-601 Office Supplies	1124
133	OFFICE DEPOT	393023649001	Tape	11/19/2024	3.16	12/05/2024	100-475-601 Office Supplies	1124
133	OFFICE DEPOT	393023649001	Tape	11/19/2024	3.17	12/05/2024	510-810-601 Office Supplies	1124
133	OFFICE DEPOT	393023649001	Tape	11/19/2024	3.17	12/05/2024	520-810-601 Office Supplies	1124
133	OFFICE DEPOT	393023649001	Tape	11/19/2024	3.16	12/05/2024	100-417-601 Office Supplies	1124
133	OFFICE DEPOT	395360595001	UT BILLING SUPPLIES	11/07/2024	135.60	12/05/2024	520-810-601 Office Supplies	1124
133	OFFICE DEPOT	395360595001	UT BILLING SUPPLIES	11/07/2024	135.59	12/05/2024	510-810-601 Office Supplies	1124
133	OFFICE DEPOT	395487061001	Tape, sharpies, calendars, clipboard	11/14/2024	25.98	12/05/2024	100-475-601 Office Supplies	1124
133	OFFICE DEPOT	395487061001	Tape, sharpies, calendars, clipboard	11/14/2024	25.99	12/05/2024	510-810-601 Office Supplies	1124
133	OFFICE DEPOT	395487061001	Tape, sharpies, calendars, clipboard	11/14/2024	25.99	12/05/2024	520-810-601 Office Supplies	1124
133	OFFICE DEPOT	395487061001	Tape, sharpies, calendars, clipboard	11/14/2024	25.98	12/05/2024	100-417-601 Office Supplies	1124
133	OFFICE DEPOT	395487061001	Tape, sharpies, calendars, clipboard	11/14/2024	25.98	12/05/2024	510-840-601 Office Supplies	1124
133	OFFICE DEPOT	395487061001	Tape, sharpies, calendars, clipboard	11/14/2024	25.98	12/05/2024	100-575-601 Office Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.37	12/05/2024	100-418-600 General Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.35	12/05/2024	100-414-600 General Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.35	12/05/2024	510-840-601 Office Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.37	12/05/2024	100-415-600 General Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.35	12/05/2024	100-525-600 General Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.35	12/05/2024	520-810-601 Office Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.37	12/05/2024	100-413-600 General Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.35	12/05/2024	100-610-600 General Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.35	12/05/2024	100-475-600 General Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.35	12/05/2024	100-529-600 General Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.39	12/05/2024	100-575-600 General Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.35	12/05/2024	100-605-600 General Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.35	12/05/2024	100-416-600 General Supplies	1124
133	OFFICE DEPOT	396162007001	CITY WIDE PAPER	11/19/2024	32.35	12/05/2024	510-810-601 Office Supplies	1124
133	OFFICE DEPOT	397127641001	Office Supplies- mouse pad, mouse, envelopes, sharpies, pap	11/19/2024	62.87	12/05/2024	100-610-601 Office Supplies	1124
133	OFFICE DEPOT	397191191001	Office Supplies- tape	11/20/2024	8.03	12/05/2024	100-610-601 Office Supplies	1124
133	OFFICE DEPOT	397365996001	Office Supplies	11/25/2024	28.99	12/05/2024	100-416-600 General Supplies	1124
133	OFFICE DEPOT	397366150001	Office Supplies-duster, tape	11/21/2024	34.88	12/05/2024	100-416-600 General Supplies	1124
133	OFFICE DEPOT	397391304001	Visa Vis and Copy Paper, pens, dry erase, duster, hanging fol	11/21/2024	116.91	12/05/2024	100-425-600 General Supplies	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	397610577001	Office Supplies-Labels, toner	11/27/2024	85.51	12/05/2024	100-610-601 Office Supplies	1124
133	OFFICE DEPOT	397848304001	Office Supplies-Toner	11/22/2024	160.12	12/05/2024	100-610-601 Office Supplies	1124
133	OFFICE DEPOT	397927958001	Office Supplies-sharpies, post-it notes, riser	12/02/2024	73.17	12/05/2024	100-417-580 Training	1224
133	OFFICE DEPOT	398299645001	Office supplies	11/27/2024	2.79	12/05/2024	510-840-601 Office Supplies	1124
133	OFFICE DEPOT	398299645001	Office supplies	11/27/2024	5.58	12/05/2024	510-810-601 Office Supplies	1124
133	OFFICE DEPOT	398299645001	Office supplies	11/27/2024	13.96	12/05/2024	100-529-600 General Supplies	1124
133	OFFICE DEPOT	398299645001	Office supplies	11/27/2024	5.58	12/05/2024	100-475-601 Office Supplies	1124
133	OFFICE DEPOT	398301317001	Heavy Duty Folders	11/26/2024	11.00	12/05/2024	100-529-600 General Supplies	1124
133	OFFICE DEPOT	398301317001	Heavy Duty Folders	11/26/2024	4.40	12/05/2024	100-475-601 Office Supplies	1124
133	OFFICE DEPOT	398301317001	Heavy Duty Folders	11/26/2024	2.19	12/05/2024	510-840-601 Office Supplies	1124
133	OFFICE DEPOT	398301317001	Heavy Duty Folders	11/26/2024	4.40	12/05/2024	510-810-601 Office Supplies	1124
133	OFFICE DEPOT	398301318001	Folders/markers w/eraser	11/27/2024	6.14	12/05/2024	100-529-600 General Supplies	1124
133	OFFICE DEPOT	398301318001	Folders/markers w/eraser	11/27/2024	2.46	12/05/2024	100-475-601 Office Supplies	1124
133	OFFICE DEPOT	398301318001	Folders/markers w/eraser	11/27/2024	1.22	12/05/2024	510-840-601 Office Supplies	1124
133	OFFICE DEPOT	398301318001	Folders/markers w/eraser	11/27/2024	2.46	12/05/2024	510-810-601 Office Supplies	1124
133	OFFICE DEPOT	400121904001	Office Supplies- toner	12/04/2024	112.55	12/05/2024	100-417-601 Office Supplies	1224
Total 133:					1,704.28			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-329863	3003 hose change	11/25/2024	33.65	12/05/2024	100-480-610 Automotive Supplies	1124
6230	O'REILLY AUTO PARTS	3599-331397	parts for fire dept.	12/06/2024	29.33		100-126000 Intergovernmental Receivable	1224
6230	O'REILLY AUTO PARTS	3599-331402	parts for fire dept.	12/06/2024	285.59		100-126000 Intergovernmental Receivable	1224
6230	O'REILLY AUTO PARTS	3599-331871	sealant for fleet	12/09/2024	5.99		100-480-610 Automotive Supplies	1224
Total 6230:					354.56			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5234777	Shredding Bind	11/13/2024	16.50	12/05/2024	100-425-322 Prof Serv-Other	1124
Total 8876:					16.50			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	DEC 2024	RETIREE INSURANCE - #819	12/03/2024	590.07		520-219910 OPEB Liability	1224
Total 143:					590.07			
PURCHASE POWER								
3155	PURCHASE POWER	1026492642	SUPPLIES - COURT	11/26/2024	29.64	11/29/2024	100-425-550 Printing and Postage	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - FINANCE	11/26/2024	29.64	11/29/2024	100-415-550 Printing and Postage	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - CITY ATTORNEY	11/26/2024	29.64	11/29/2024	100-414-550 Printing and Postage	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - WATER	11/26/2024	29.64	11/29/2024	510-810-550 Printing and Postage	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - JUSTICE COURT	11/26/2024	29.64	11/29/2024	100-126000 Intergovernmental Receivable	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - PARKS	11/26/2024	29.64	11/29/2024	100-575-550 Printing and Postage	1124

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
3155	PURCHASE POWER	1026492642	SUPPLIES - SEWER	11/26/2024	29.64	11/29/2024	520-810-550 Printing and Postage	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - BUILDING	11/26/2024	29.64	11/29/2024	100-605-550 Printing and Postage	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - CLERK	11/26/2024	29.64	11/29/2024	100-416-550 Printing and Postage	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - MAYOR	11/26/2024	29.64	11/29/2024	100-412-550 Printing and Postage	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - PLANNING	11/26/2024	29.64	11/29/2024	100-610-550 Printing and Postage	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - CITY MANAGER	11/26/2024	29.64	11/29/2024	100-413-550 Printing and Postage	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - ANIMAL CONTROL	11/26/2024	29.64	11/29/2024	100-525-550 Printing and Postage	1124
3155	PURCHASE POWER	1026492642	SUPPLIES - STREETS	11/26/2024	29.64	11/29/2024	100-475-550 Printing and Postage	1124
Total 3155:					414.96			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	6800837	2025 IRRIGATION SEASON	11/01/2024	288.60	12/05/2024	100-610-540 Advertising	1124
152	RENO GAZETTE JOURNAL	6800837	BILL #358 INTRO	11/01/2024	92.52	12/05/2024	100-416-540 Advertising	1124
152	RENO GAZETTE JOURNAL	6800837	BILL #357 ADOPTED	11/01/2024	92.52	12/05/2024	100-416-540 Advertising	1124
152	RENO GAZETTE JOURNAL	6800837	BILL #357 INTRO	11/01/2024	78.84	12/05/2024	100-416-540 Advertising	1124
152	RENO GAZETTE JOURNAL	6800837	1ST QTR 2025 TOTAL RECEIPS & EXPENSES	11/01/2024	78.84	12/05/2024	100-416-540 Advertising	1124
152	RENO GAZETTE JOURNAL	6800895	Advertising	11/30/2024	200.64	12/05/2024	100-610-540 Advertising	1124
Total 152:					831.96			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	24-1479	Construction Management Services	11/13/2024	118.12	12/05/2024	510-166100 Construction In Progress	1124
8602	RESOURCE CONCEPTS	24-1479	Construction Management Services	11/13/2024	189.00	12/05/2024	100-475-730 Improve Other than Buildings	1124
8602	RESOURCE CONCEPTS	24-1479	Construction Management Services	11/13/2024	165.38	12/05/2024	520-166100 Construction In Progress	1124
Total 8602:					472.50			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	186713	WTP Tank Design	10/31/2024	876.20	12/05/2024	510-166100 Construction In Progress	1024
1897	SHAW ENGINEERING	186733	Development Review Services	10/31/2024	9,335.00	12/05/2024	100-529-320 Prof Serv-Engineering	1024
Total 1897:					10,211.20			
SHERMAN & HOWARD LLC								
902	SHERMAN & HOWARD LLC	Nov 2024	2024 Series Water Refunding Bond Issuance Cost	11/13/2024	50,158.00		510-800-861 Bond Issuance Cost	1124
Total 902:					50,158.00			
SIERRA ELECTRONICS								
161	SIERRA ELECTRONICS	AR48046	PS two way radio updates and repairs	11/26/2024	214.44	12/05/2024	510-840-530 Communications	1124
161	SIERRA ELECTRONICS	AR48047	PS two way radio updates and repairs	11/26/2024	109.44	12/05/2024	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:					323.88				
SILVER STATE ANALYTICAL LABORATORIES									
7856	SILVER STATE ANALYTICAL LABORATORIES	RN322544	repeat samples for 955 jessica	11/18/2024	132.00	12/05/2024	510-810-423	Outside Serv-Analytical	1124
7856	SILVER STATE ANALYTICAL LABORATORIES	RN322663	WWTP Monitoring Well Samples	11/20/2024	665.00	12/05/2024	520-810-423	Outside Serv-Analytical	1124
7856	SILVER STATE ANALYTICAL LABORATORIES	RN322715	monthly samples round 2	11/20/2024	264.00	12/05/2024	510-810-423	Outside Serv-Analytical	1124
7856	SILVER STATE ANALYTICAL LABORATORIES	RN322770	WWTP Influent & Effluent Samples	11/21/2024	502.00	12/05/2024	520-810-423	Outside Serv-Analytical	1124
7856	SILVER STATE ANALYTICAL LABORATORIES	RN323117	river ranch apartment samples	12/04/2024	22.00		510-810-423	Outside Serv-Analytical	1224
Total 7856:					1,585.00				
SINNETT CONSULTING SERVICES									
1286	SINNETT CONSULTING SERVICES	13210	2025 COMPANY RANDOM COMPLIANCE PROGRAM	01/01/2025	215.00		100-413-315	Prof Serv-Conflict Council	125
Total 1286:					215.00				
SMITH & LOVELESS, INC									
213	SMITH & LOVELESS, INC	181241	vacuum pump repair kits	11/26/2024	998.38		520-810-614	Shop Supplies	1124
Total 213:					998.38				
SOSU TV CORP									
8909	SOSU TV CORP	WC1468	Fernley Focus Videos DEC 24	12/01/2024	1,500.00		100-413-322	Prof Serv-Other	1224
Total 8909:					1,500.00				
SOUTHWEST GAS CORP									
204	SOUTHWEST GAS CORP	18971 NOV 24	910000818971 ACH	11/14/2024	30.24	12/03/2024	520-810-621	Natural Gas	1124
204	SOUTHWEST GAS CORP	33438 NOV 24	910001133438 ACH	11/20/2024	1,216.14	12/09/2024	100-417-621	Natural Gas	1124
Total 204:					1,246.38				
UNITED RENTALS INC									
337	UNITED RENTALS INC	241388480-001	Equipment rental for 860 Agate	11/19/2024	1,169.00	12/05/2024	520-810-441	Rentals	1124
Total 337:					1,169.00				
USA BLUEBOOK									
464	USA BLUEBOOK	INV00558731	PS Lab supplies	12/04/2024	828.49	12/05/2024	510-840-614	Shop Supplies	1224
464	USA BLUEBOOK	INV00560773	step ladder for well 14	12/06/2024	160.10		510-810-614	Shop Supplies	1224
Total 464:					988.59				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	11409018	SEWER DEPOSIT REFUND	11/27/2024	38.81	12/05/2024	520-228200 Customer Deposits	1124
2202	UTILITY DEPOSITS	13523315	SEWER DEPOSIT REFUND	11/26/2024	61.65	12/05/2024	520-228200 Customer Deposits	1124
2202	UTILITY DEPOSITS	13594909	CREDIT REFUND	11/26/2024	194.30	12/05/2024	010-115100 Cash Clearing-Utilities	1124
2202	UTILITY DEPOSITS	13970801	SEWER DEPOSIT REFUND	12/01/2024	45.31	12/05/2024	520-228200 Customer Deposits	1224
2202	UTILITY DEPOSITS	143141.25	CREDIT REFUND	12/02/2024	187.12	12/05/2024	010-115100 Cash Clearing-Utilities	1224
2202	UTILITY DEPOSITS	14314125	SEWER DEPOSIT REFUND	12/02/2024	80.00	12/05/2024	520-228200 Customer Deposits	1224
2202	UTILITY DEPOSITS	14314125	WATER DEPOSIT REFUND	12/02/2024	75.00	12/05/2024	510-228200 Customer Deposits	1224
2202	UTILITY DEPOSITS	14464316	SEWER DEPOSIT REFUND	11/26/2024	57.74	12/05/2024	520-228200 Customer Deposits	1124
2202	UTILITY DEPOSITS	14484905	CREDIT REFUND	12/03/2024	36.40	12/05/2024	010-115100 Cash Clearing-Utilities	1224
2202	UTILITY DEPOSITS	16516117	SEWER DEPOSIT REFUND	11/24/2024	58.36	12/05/2024	520-228200 Customer Deposits	1124
2202	UTILITY DEPOSITS	16971701	WATER DEPOSIT REFUND	11/22/2024	45.39	12/05/2024	510-228200 Customer Deposits	1124
2202	UTILITY DEPOSITS	16971701	SEWER DEPOSIT REFUND	11/22/2024	80.00	12/05/2024	520-228200 Customer Deposits	1124
2202	UTILITY DEPOSITS	16974301	SEWER DEPOSIT REFUND	11/26/2024	65.56	12/05/2024	520-228200 Customer Deposits	1124
2202	UTILITY DEPOSITS	17654208	SEWER DEPOSIT REFUND	11/25/2024	68.85	12/05/2024	520-228200 Customer Deposits	1124
2202	UTILITY DEPOSITS	17949402	SEWER DEPOSIT REFUND	12/02/2024	49.94		520-228200 Customer Deposits	1224
2202	UTILITY DEPOSITS	17951901	SEWER DEPOSIT REFUND	11/25/2024	72.76	12/05/2024	520-228200 Customer Deposits	1124
2202	UTILITY DEPOSITS	18536609	CREDIT REFUND	12/03/2024	94.94	12/05/2024	010-115100 Cash Clearing-Utilities	1224
2202	UTILITY DEPOSITS	19773308	SEWER DEPOSIT REFUND	12/02/2024	38.21	12/05/2024	520-228200 Customer Deposits	1224
2202	UTILITY DEPOSITS	6881705	SEWER DEPOSIT REFUND	12/01/2024	53.13	12/05/2024	520-228200 Customer Deposits	1224
2202	UTILITY DEPOSITS	6949302	CREDIT REFUND	11/25/2024	119.81	12/05/2024	010-115100 Cash Clearing-Utilities	1124
2202	UTILITY DEPOSITS	7934004	SEWER DEPOSIT REFUND	12/03/2024	80.00		520-228200 Customer Deposits	1224
2202	UTILITY DEPOSITS	7934004	WATER DEPOSIT REFUND	12/03/2024	12.19		510-228200 Customer Deposits	1224
Total 2202:					1,615.47			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	NOV 2024-3	DEFERRED COMPENSATION, 457	11/27/2024	4,067.50	11/27/2024	100-215000 457 PAYABLE	1124
8591	VOYA FINANCIAL	NOV 2024-3	ROTH IRA	11/27/2024	210.00	11/27/2024	100-215000 457 PAYABLE	1124
Total 8591:					4,277.50			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 DEC 24	6-82646-25001	12/02/2024	1,286.34	12/05/2024	100-475-412 Utility Serv-Refuse	1224
447	WASTE MANAGEMENT	33001 Dec 24	11-60772-33001	12/05/2024	145.89		100-417-412 Utility Serv-Refuse	1224
447	WASTE MANAGEMENT	33005 Dec 24	11-60745-33005	12/05/2024	24.88		510-840-412 Utility Serv-Refuse	1224
447	WASTE MANAGEMENT	33009 Dec 24	11-60774-33009	12/05/2024	119.37		510-810-412 Utility Serv-Refuse	1224
447	WASTE MANAGEMENT	43003 Dec 24	11-60760-43003	12/05/2024	59.68		520-810-412 Utility Serv-Refuse	1224
447	WASTE MANAGEMENT	65007 DEC 24	6-82641-65007	12/02/2024	184.91	12/05/2024	100-575-412 Utility Serv-Refuse	1224
447	WASTE MANAGEMENT	95009 DEC 24	8-29467-95009	12/02/2024	896.90	12/05/2024	100-575-412 Utility Serv-Refuse	1224
Total 447:					2,717.97			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11484118-1	bin stock	12/06/2024	609.69		510-810-613 Meter Service Supplies	1224
195	WESTERN NEVADA SUPPLY CO.	11507568-1	PS plumbing parts	11/21/2024	35.80	12/05/2024	510-840-614 Shop Supplies	1124
195	WESTERN NEVADA SUPPLY CO.	11526259	sensus iperl 3/4 inch 1000 gal water meters	11/26/2024	4,573.20	12/05/2024	510-166100 Construction In Progress	1124
195	WESTERN NEVADA SUPPLY CO.	11526260	bin stock	11/26/2024	352.36	12/05/2024	510-810-613 Meter Service Supplies	1124
195	WESTERN NEVADA SUPPLY CO.	11537917	PS Tyvek Coverall	12/05/2024	166.15		510-840-616 Safety Supplies	1224
195	WESTERN NEVADA SUPPLY CO.	11539110	Sensus omni t2 1000 gal water meter	11/27/2024	488.65		510-166100 Construction In Progress	1124
195	WESTERN NEVADA SUPPLY CO.	11546853	E-one check valve replacement parts	12/04/2024	147.98		520-810-615 E-One Supplies	1224
Total 195:					6,373.83			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	NOV 2024	CREDIT CARD PROCESSING FEES- SEWER	11/30/2024	1,880.94	11/30/2024	520-810-609 Credit Card Fees	1124
2468	XPRESS BILL PAY LLC	NOV 2024	CREDIT CARD PROCESSING FEES- WATER	11/30/2024	1,880.95	11/30/2024	510-810-609 Credit Card Fees	1124
Total 2468:					3,761.89			
Grand Totals:					731,417.24			

Dated: _____

Mayor: _____

City Treasurer: _____

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

Business Name	DBA	City	State	Occupation
A-1 Construction		Portola	CA	Residential & Small Commercial Contractor
BLIZZ	New Direction Mobile Medicine	Fernley	NV	Primary care practice
Reeves Construction, Inc		Henderson	NV	Residential & Small Commercial Contractor
USA West Enterprise LLC		Fernley	NV	Yard work and landscape maintenance
Deborah Perkins, Mary Kay Independent Consultant		Fernley	NV	Mary Kay product sales
Quick Cal's Gunslinger Emporium		Fernley	NV	Online sales
KE-CO INC		Reno	NV	Electrical contractor
BFS Group of Nevada LLC		Irving	TX	Contractor/Installation
Travis Nave	Buddy's Mobile Detail	Fernley	NV	Mobile Detailing
R & D Welding LLC		Reno	NV	Welding, repair, fabrication and installation
ERGS Fernley, LLC	River Ranch Apartments	Fernley	NV	Apartment Community



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 18, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to adopt a Cooperative Agreement with Nevada Department of Transportation through and including January 1, 2028 to complete a Local Road Safety Plan.

AGENDA ITEM BRIEF:

The purpose of the Cooperative Agreement is to provide terms of cooperation and responsibility for the Local Road Safety Plan project between the Nevada Department of Transportation and the City of Fernley.

RECOMMENDED MOTION:

I move to approve a Cooperative Agreement between the City of Fernley and the Nevada Department of Transportation regarding a Local Roads Safety Plan.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council can choose not to enter into a Cooperative Agreement with NDOT to complete a Local Road Safety Plan.

BACKGROUND:

In 2023, the City requested that NDOT complete a Local Road Safety Plan. NDOT will fund the project with Highway Safety Improvement Program funds as established under NDOT's Request for Proposal no. 248-21-816. The service provider selected by NDOT will analyze all the local roads within Fernley for safety to determine emphasis areas and identify, prioritize and incorporate strategies for improvement measures. The City will work with NDOT to facilitate data sharing and provide support with community input.

In the spring of 2024, NDOT approached the City to enter into a cooperative agreement for the Local Roads Safety Plan. Once implemented, the Local Roads Safety Plan could then inform future improvements on these streets and also serve as the basis for potential grant funding.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 277.080 to 277.110

FINANCIAL IMPLICATIONS:

There are none

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 18, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-475-745

510-166-100

520-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a contract with JUB Engineering for design and engineering services for Cedar Street Reconstruction Project for an amount of \$325,965.

AGENDA ITEM BRIEF:

Staff is requesting this approval to execute a contract with JUB Engineering for designs and engineering services for the Cedar Street Reconstruction project in the amount of \$325,965.

RECOMMENDED MOTION:

"I move to approve the contract with JUB Engineering for design and engineering services for Cedar Street Reconstruction Project for the amount of \$325,965."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

Annually, the City of Fernley performs the Pavement Maintenance Program. This is the first year that the PMP has successfully performed the slurry and crack seal to all neighborhoods and streets that have been eligible. If the PMP was completed this year, we would be starting a rotation again from the beginning, which means this is a good time to pause and focus on a street that is not eligible for the program and that needs to be a full reconstruct. Annually we budget around 1.6 million dollars for PMP.

After reviewing the PCI (Pavement Condition Index) map, staff decided that the best candidate for a full reconstruction would be Cedar Street. The area of construction for Cedar St. would be 95A east to Silver Lace Blvd. Cedar St. has a PCI of 0-24 from Hardie Lane east to Silver Lace (East Cedar Street) and a PCI of 25-49 from 95A to Hardie Lane (Cedar Street). These PCI rankings indicate pavement maintenance is no longer appropriate for these sections of roadway and that reconstruction is required. The road also has areas of missing curb, gutter and sidewalk as well as drainage issues that will need to be addressed to prevent future deterioration of the roadway. Sanitary sewer and water infrastructure will be evaluated for replacement and/or upsizing within the project area.

Cedar Street (95A to Hardie Lane) would be designed to have ADA ramps, curbs, gutters, and sidewalks on both sides of the street and would receive slurry and crack sealing. In 2016, Cedar Street received new pavement and a new sewer line, but no other other public infrastructure improvements.

Cedar Street (Hardie Lane to Silver Lace Blvd.) would receive a full pavement reconstruction along with adding sidewalks on the north side. Sewer and water lines will be investigated and replaced if needed.

This .55 mile reconstruction consists of pavement rehabilitation improvements, replacement and addition of curb, gutter, and sidewalks, driveway, pedestrian access ramps, roadway striping, possible water and sewer main replacement and minor storm drain improvements.

JUB Engineering will provide civil engineering services for street rehabilitation design, topographical surveying, and bidding support. JUB Engineering will supply the City of Fernley with 50%, 70% and final design plans.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

Pavement Maintenance Program (PMP) was included in the approved FY24/25 budget for an amount of \$1,600,000. This amount would be applied to the design of Cedar Street.

Task 1	Project Management	\$36,432
Task 2	Investigation of Existing Conditions and Data Gathering	\$7,351
Task 3	Topographic Survey	\$89,362
Task 4	Construction Documents – 50%, 70% and Final	\$132,968
Task 5	Issue for Bid Plans and Bid Support	\$34,852
Contingency		\$25,000
Total:		\$325,965

ATTACHMENTS:

1. FernleyContract-JUB
2. Attachment A JUB-Fernely-EastCedarStreet_RoadRehab-Draft (002)
3. Attachment B EastCedar_ScopeOfServicesFee

CONTRACT

A Contract For

A Contract Between
City of Fernley
595 Silver Lace Blvd
Fernley NV 89408

and

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

WHEREAS, it is deemed that the services of [REDACTED], (the "Contractor") are both necessary and in the best interests of the City; and

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

1. **REQUIRED APPROVAL.** This Contract for Services of Independent Contractor (this "Contract") is contingent upon Fernley City Council approval.

2. **DEFINITIONS.**

- a. "City" means City of Fernley, County of Lyon, State of Nevada.
- b. "Independent Contractor" means a person or entity that performs services and/or provides goods for the City under the terms and conditions set forth in this Contract.
- c. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. **CONTRACT TERM.** This Contract shall be effective from the ____ day of _____, 20__, to the ____ day of _____, 20__, subject to appropriation.

4. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, or by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.

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Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

5. **SCOPE OF WORK:** Scope of Work shall be set forth in Attachment A.
6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B.
7. **ATTACHMENTS:** This Contract also incorporates the following attachments (the "Attachments"):
ATTACHMENT C: N/A
ATTACHMENT D: N/A

Should a conflict arise between the terms of the attachment(s) and this contract, the contract term(s) prevails unless specifically addressed in a document separate from the contract and attachments and signed by all parties.

7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B .
8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **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

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authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

- 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 work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant goods or 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.

10. CONTRACT TERMINATION.

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

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- 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 becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- d. **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 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
- e. **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 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 so requested by the City;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
 - iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
 - 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 dispute(s).

11. 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.

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12. 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 Agreement.

13. 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.

14. 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.

15. INDEMNIFICATION.

A. As respects negligent acts, errors or omissions in the performance of professional services, the Contractor agrees to indemnify and hold harmless the City, including their elected officials, officers, employees, and agents from and against reasonable defense costs, including reasonable attorney fees, liability or claims arising directly out of the Contractor's negligent acts, errors or omissions in the performance of its work under the terms of this Agreement, to the extent the liabilities are determined to have been caused by the negligent acts, errors or omissions of the Contractor, its Sub-CONTRACTORS or Sub-Contractors (hereafter "Subs"), their employees, agents, or representatives. City shall provide notice to Contractor of the City's receipt of a written demand/claim or lawsuit arising from Contractor's work.

B. For claims unrelated to Contractor's professional services, the CONTRACTOR agrees to hold harmless, indemnify, and defend the City, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, caused by any negligent or ~~intentional~~ wrongful acts, errors or omissions, either direct or passive, on the part of the Contractor, its Subs, their employees, agents, or representatives, arising from the performance of work under this Agreement. The collective group to be indemnified shall hereinafter be referred to as "Indemnitees." If an "Indemnitees" is found to be liable in the proceeding, then Contractor's obligation here under shall be limited to the proportional share of the liability attributed to the Contractor.

16. 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

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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 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.

17. INSURANCE Unless expressly waived in writing by the City, Contractor, as an independent contractor and not an employee of the City, must carry those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided in the amounts specified below and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before:

- a. Contractor has provided the required evidence of insurance to the City, and
- b. The City has approved the insurance policies provided by Contractor. Prior approval of the insurance policies by the City shall be a condition precedent to any payment of consideration under this Contract and the City's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the City to timely approve the insurance policies or any changes to the insurance coverage shall not constitute a waiver of the condition.

Insurance Coverage: Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- 1) Final acceptance by the City of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the City under the terms of this Contract.

Any insurance or self-insurance available to the City shall be in excess of, and

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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.

Workers' Compensation and Employer's Liability Insurance:

INDUSTRIAL INSURANCE. Contractor further agrees, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the City to make payment under this Contract, to provide the City with a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor agrees, prior to commencing any work under this Contract, to complete and to provide the following written request to the qualified insurer:

_____ has entered into a contract with Owner to perform work from _____ to _____ 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
595 Silver Lace Blvd
Fernley, NV 89408

Contractor agrees to maintain required workers compensation coverage throughout the entire term of this Contract. If Contractor does not maintain coverage throughout the entire term of this Contract, Contractor agrees that the City may, at any time the coverage is not maintained by Contractor, order Contractor stop work, suspend this Contract, or terminate this Contract.

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.

Commercial General Liability Insurance:

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1) Minimum Limits required:

\$1,000,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance:

Minimum Limit required: **\$100,000** Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance:

3) Minimum Limit required: \$1,000,000 Each Claim, \$2,000,000 Aggregate.

4) Retroactive date: Prior to commencement of the performance of this Contract

5) Discovery period: Three (3) years after the termination date of this Contract.

6) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance:

1) May be used to achieve the above minimum liability limits.

2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance:

1) Minimum Limit required: **\$10,000** Per Loss for Employee Dishonesty

2) This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

Performance Security:

1) Amount required: \$

2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.

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- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

- 1) 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 on Contractor's general and auto liability policies ~~for all liability arising from this Contract.~~
- 2) Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) 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.**
- 5) 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 policy holder, 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.
- 6) Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies 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.

Evidence of Insurance: Prior to the start of any work, Contractor must provide the following documents to the City:

- 1) 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.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) or equivalent, 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)

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above.

- 3) Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

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.

Required Mailing: Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

18. 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.

19. 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.

20. SEVERABILITY OF PARTS. If any portion, provision, or part of this Agreement 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 Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

21. 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

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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.

22. CITY OWNERSHIP OF 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 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. Use or reuse of Contractor's work for any purpose other than intended by this Agreement shall be at the City's sole risk.

23. 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.

24. 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.

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- 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.)

25. 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 for any purpose the following:

Any federal, state, county or local agency, legislature, commission, counsel or board;

Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. GENERAL WARRANTY: Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall, consistent with this professional standard of care, conform to the specifications set forth in the incorporated attachments.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in 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.

28. GOVERNING LAW; VENUE. This Agreement 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 Agreement, each Party to this Agreement hereby (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 Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement 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 or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

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29. INTEGRATED AGREEMENT. This Agreement contains 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 Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

30. COUNTERPARTS. This Agreement 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.

31. 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 Agreement or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Agreement in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other Party or 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 Agreement. 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.

32. MODIFICATION; NO WAIVER. The provisions of this Agreement, including this paragraph, may be modified or waived only in writing signed by all Parties. No waiver with respect to any portion of this Agreement shall apply to any other portion of the Agreement, 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 Agreement.

33. INTERPRETATION OF AGREEMENT. This Agreement 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 Agreement.

34. COOPERATION OF PARTIES. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents

CONTRACT

A Contract For _____

and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

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

CITY MANAGER

City of Fernley
Benjamin Marchant
Telephone: 775-784-9900

BENJAMIN MARCHANT
DATED this _____ day of _____, 20__.

CITY ATTORNEY

City of Fernley
Aaron Mouritsen, Esq.
Telephone: 775-784-9861
Fax: 775-784-9868
I have reviewed this Contract and approve as to its legal form.

AARON MOURITSEN
DATED this _____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Engineering Department

Department Director
DATED this _____ day of _____, 20__.

CONTRACT

A Contract For _____

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of _____, 20____, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

NEAL E. MCINTYRE, MAYOR

DATED this _____ day of _____, 20____.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this _____ day of _____, 20____.

CONTRACT

A Contract For _____

_____, being first duly sworn, deposes and says: That _____ is the Contractor; that _____ has read the foregoing Contract; and that _____ understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: _____
TITLE: _____
FIRM: _____
BUSINESS LICENSE #: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ / Fax #: _____
E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)
_____) ss
County of _____)

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

November 1, 2024

Via email: kweitzel@cityoffernley.org

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

Re: Request for Proposal for East Cedar Street Roadway Rehabilitation Civil Design and Bidding Support, City of Fernley, Nevada

Dear Mrs. Weitzel:

J-U-B ENGINEERS, Inc. (J-U-B) is pleased to submit this Proposal to provide Civil Engineering services for street rehabilitation design, topographical surveying, and bidding support services for the East Cedar St Roadway Rehabilitation Project, located in the City of Fernley between State Route 95A and Silver Lace Boulevard. The project will also include sewer main replacements from Hardie Land to Silver Lace Boulevard. Laterals will be left in place and reconnected at the edge of the open trench excavation.

The Scope of Services outlined on the following pages is based on the information provided during recent emails and the understanding of your needs.

Civil and Survey

Task 1: Team Meetings & Coordination **\$36,432**

During design, J-U-B’s project manager and other design staff will be available to meet in person or by video conference call and coordinate with City of Fernley management and staff, utility agencies, and other stakeholders, as needed. J-U-B will be available for coordination regarding the roadway design, survey of existing conditions, potential site constraints/workarounds, files exchange, and other coordination efforts. In addition, this allows J-U-B to manage the projects status, budget, and schedule. J-U-B anticipates monthly Project Manager meetings for a nine (9) month period in addition to six (6) other non-specific but project related meetings.

Task 2: Investigation of Existing Conditions and Data Gathering **\$7,351**

J-U-B will research existing conditions, including utility locations and any potential right-of-way concerns. We will contact utility purveyors and local permitting agencies regarding locations of existing water, telephone, gas, data (fiber and/or communications) and electrical service. AT&T charges \$200 fee for their existing utility information. This fee is included in this task and is assumed to not be provided by the City of Fernley. J-U-B will also make site visits to investigate any potential shallow utilities that may require special attention during roadway construction activities. We will also investigate the condition of existing storm drain facilities and discuss with the City of Fernley to determine if any potential replacement and/or upgrades are needed. East Cedar Street between SR-93A and Hardie Lane does not currently have a storm drain system. If a new storm drain system is requested, J-U-B will provide an estimate for those

additional services. Upgraded catch basins between Hardie Lane and Silver Lace Boulevard will be incorporated. If a full replacement is determined to be warranted, J-U-B will provide an estimate for those additional services.

Task 3: Topographic Survey **\$89,362**

Conduct field surveys and office support to provide topographic design survey of the proposed project area (width at least 20-feet behind the sidewalks or edge of pavement). Include cross-sections at 50+/- foot intervals in sufficient detail to allow for development of a plan and profile set of design drawings. Topographic information will include centerline spot elevations, edge of pavement and striping, curb/gutter, sidewalk, driveways, aprons, flowlines, hinge points, utility poles/anchors, fences, signs, gas and water valves, survey monuments, storm drain and sewer manholes (rim/invert for storm drain only) and storm drain catch basins. In addition, survey limits of this phase will continue 50' beyond curb returns at the intersection of Hardie Lane and Curry Drive. Locate underground utility carsonite markers (if any). Overlay record property and right-of-way information (County GIS) to include assessor's parcel numbers. Horizontal Datum will be based on Nevada State Plane Coordinate System, West Zone NAD83/94 (HARN). Vertical Datum will be based on NAVD88.

Task 4: Construction Documents – 50%, 70% and Final **\$132,968**

J-U-B will develop preliminary 50%, 70%, and final 100% plans in conformance with City of Fernley and Orange Book requirements, the plans will show the general intent and pavement rehabilitation improvements based on recommendations, replacement of curb and gutter and sidewalk, driveways, pedestrian access ramps, roadway striping, sewer main replacement, and minor storm drain improvements, as needed (catch basin and/or lateral replacement/adjustments). It is assumed that major utility relocations or improvements, if needed or requested as part of this project, will be provided by others or under a separate contract (water, gas, communications, electrical, storm drain manholes and/or mainlines).

The plan package will consist of the following:

- A. Cover and General Notes Sheets with Vicinity Map, Sheet Index, Plan Specifications (General) and Fernley specifications (as-needed), Legend, and Abbreviations
- B. Plan and Profile Sheets
 Sheets showing the horizontal and vertical characteristics for the project. The plan views will show existing surface features and existing utilities as depicted in the topographic survey. The plan will show any needed grading modifications, street restoration limits, striping, concrete restoration and minor storm drain improvements (catch basins and/or lateral replacements or adjustments) based on the limits of removal and replacement. If potential conflicts arise, or "vulnerable" utilities are within excavation limits (eg. aging transite water mains), offsets, relocations, or replacements will be shown or called-out for further design recommendations and/or coordinated with the owner agency (TMWA, etc.) prior to finalizing design. Sewer is anticipated to be eight inch SDR 35 PVC with approximately nine manholes being 48" in diameter each. A schematic/preliminary sewer bypass pumping plan will be included in the Bid Documents for the contractor to develop a full sewer bypass pumping plan. Sewer design will contain horizontal pipe alignment, preliminary vertical pipe profile, major structures (new manholes), any needed utility conflict resolution and connections to existing manhole structures.

C. Details

J-U-B will provide details of roadway section replacement, concrete improvements (sidewalks, curb, gutter, driveways, ADA ramps) and any associated storm drain catch basin and lateral details (if needed).

J-U-B will review the 50% and 70% plans with the City of Fernley and incorporate comments and revisions to produce a final 100% set of plans for use as Bid documents. We will also provide a 70% and final 100% Opinion of Probable Construction Cost ("Engineer's Estimate") with each submittal. It is assumed that front-end project specifications will be provided by the City of Fernley and the Standard Specifications for Public Works Construction (SSPWC "Orange Book") will be utilized for project technical specifications with minor modifications, as needed, to fit the work. The SSPWC will be referenced for inclusion in the contract documents. Additional specifications are not included in this scope of work.

Task 5: Issue for Bid Plans and Bid Support

\$34,852

J-U-B will provide support for the bidding process. J-U-B shall issue bid documents to prospective bidders and attend a pre-bid meeting. Other assistance includes issuing addenda and conformed drawings as appropriate. Electronic drawing files of the conformed bid documents can be made available upon request to the successful bidder. J-U-B shall not prepare front-end bid documents or contracts between the client and contractor/builder.

SCHEDULE

We will work with the City of Fernley to develop a final schedule that is acceptable to all parties. The general goal of the project is to begin design December 2024 and begin advertising in Q3 of 2025. This schedule can be adjusted, as needed, to best suit the needs of the City of Fernley with respect to desired date of substantial completion of construction.

ITEMS PROVIDED BY CLIENT OR OTHERS

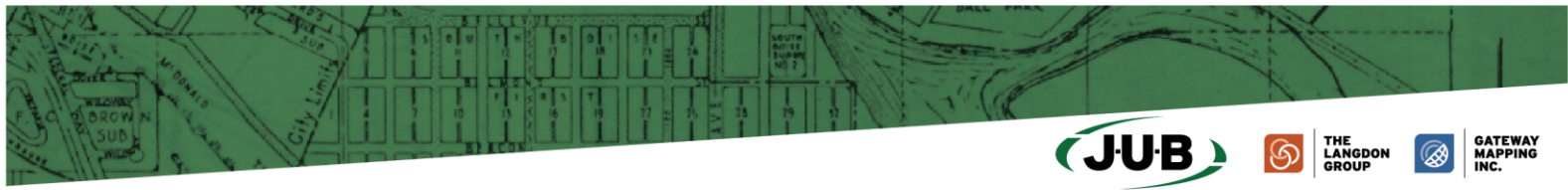
It is assumed that Client will provide the following items:

- 1) All fees payable to government entities and utility purveyors/agencies, unless otherwise stated in the Scope of Services.
- 2) Pavement structural section.
- 3) Contractor is required to design and implement a sewer bypass pumping plan.

ADDITIONAL SERVICES

Any items requested not specifically outlined in the above scope will be considered additional services and will be provided as requested and authorized by the Client. J-U-B can provide the following services, however; they are not included in the limited scope of this agreement:

- 1) Significant revisions to Plans and/or desired Scope to Reduce Cost after 50%, 70%, or 100% Design submittals.
- 2) Geotechnical investigation for soil conditions or pavement structural section.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

- 3) Construction inspection, administration and support services.
- 4) Construction survey staking.

FEE AND BILLING

J-U-B proposes to perform the services in Tasks 1 – 5 of the Scope of Services on a Lump Sum basis, with reimbursable expenses charged on a Time and Materials Basis (T&M) as follows:

<u>Civil and Survey</u>		
Task 1	Team Meetings & Coordination	\$ 36,432
Task 2	Investigation of Existing Conditions and Data Gathering	\$ 7,351
Task 3	Topographic Survey	\$ 89,362
Task 4	Construction Documents – 50% and Final	\$ 132,968
Task 5	Issue for Bid Plans and Bid Support	\$ 34,852
	Reimbursable Fees (T&M, not-to-exceed)	\$ xxx
	Contingency	\$ 25,000
	Civil and Survey Grand Total Services	\$ 325,965

Direct reimbursable expenses such as express delivery services, fees, plotting and other direct expenses will be billed at cost. All permitting, application and similar project fees will be paid directly by the Client, unless otherwise stated in the Scope of Services.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

Fees stated in this Agreement are valid for ninety (90) days after the date of this letter.

We look forward to working with the City of Fernley on this important infrastructure project. Please do not hesitate to contact us if you have questions.

Sincerely,

J-U-B ENGINEERS, Inc.

J-U-B ENGINEERS, Inc.

Vijay Kornala, P.E.
Engineer

Garth Oksol, P.E
Project Manager

City of Fernley - Project #DRAFT
East Cedar Street

Page 47 of 213



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 18, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

There are none

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve the 2024 Emergency Operations Plan for the City of Fernley.

AGENDA ITEM BRIEF:

Nevada Revised Statutes require an annual review of the City's local Emergency Operations Plan (EOP). A review and subsequent update to the City's EOP is completed and will be uploaded to the Nevada Division of Emergency Management / Homeland Security's website on December 30, 2024. A copy of the EOP was sent out to staff for review. Staff is now requesting Fernley City Council's approval of the EOP.

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council can choose not to approve the 2024-25 Emergency Operations Plan.

BACKGROUND:

Emergency Operations Plan

The City updated its Emergency Operations Plan (EOP). As partners in the five phases of emergency management (prevention, protection, mitigation, response, and recovery), the City of Fernley and Lyon County will coordinate resources and information during all phases of emergency operations.

Lyon County worked closely with the Emergency Managers from Carson City, Douglas, and Storey County to develop a draft EOP template that all four counties will utilize. Having consistent plans across the region will be more efficient if the need arises that mutual aid from neighboring counties is needed.

The City and Lyon County have agreed that a standard and consistent comprehensive emergency management program will best serve the citizens of Fernley and all of Lyon County. The City of Fernley and Lyon County have agreed to provide a standard and consistent comprehensive emergency management program for the city and the county. As partners in the five phases of emergency management (prevention, protection, mitigation, response, and recovery), the City of Fernley and Lyon County will coordinate resources and information during all phases of emergency operations.

The City of Fernley Deputy City Manager shall be responsible for the coordination, preparation of and continuous updating of the city's Emergency Operations Plan and will work with the Lyon County Emergency Manager and ensure this plan is consistent with similar county, state, and federal plans.

Cybersecurity Incident Response Plan

The Fernley Cybersecurity Incident Response Plan has been reviewed and contact information has been updated and will be submitted to the Office of Emergency Management on or before December 30, 2024.

Utility Plans – Vulnerability Assessment and Emergency Response Plan

In 2024 the City updated its Utility Vulnerability Assessment and Emergency Response Plans. The plans have been reviewed and will be submitted to the Office of Emergency Management.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 239C.250

FINANCIAL IMPLICATIONS:

There are none

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 18, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible Action to Approve the Will-Serve Request from Mark IV Capital (Victory Logistics District – Phase B Final Map) for 0.27 ERCs for Water and 0.00 ERCs for sewer for Lyon County Parcel(s) 021-242-17(parcel B, post-FM Phase A), 021-251-25, 021-261-43 (with of total of 14 lots) located in Fernley, NV.

AGENDA ITEM BRIEF:

1. Mark IV Capital (Victory Logistics District – Phase B Final Map) Inc is seeking a Will-Serve for parcels 021-242-17(parcel B, post-FM Phase A), 021-251-25, 021-261-43 (with a total of 14 lots) located in Fernley, NV.
2. This project requires 0.27 ERC's, which is equal to 0.30-

acre-ft, for tenant improvements.

Second amendment of agreement Wade/ Fernley L.P holds a beneficial interest in 2,390.12 acre-feet of water rights.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Mark IV Capital (Victory Logistics District – Phase B Final Map) M4 New Fernley QOZB, LLC (Building B Tenant Improvements) for 0.27 ERC's for Water, Lyon County Parcels 021-251-25, 021-242-17 (parcel B, post-FM Phase A), 021-261-43 (with of total of 16 lots) 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 ~~2392.08~~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 ~~2.104.09~~ 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 04, 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 the agreement Wade/Fernley LP water rights.

- December 18, 2024, Mark IV Capital (Victory Logistics District – Phase B Final Map) is seeking to use 0.30 acre-feet of beneficial interest per the second amendment of the agreement Wade/Fernley LP water rights.

- After the issuance of this will-serve the second amendment of agreement Wade/ Fernley L.P will have ~~2386.80~~ AF of water left for future development.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

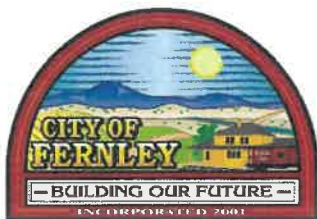
NA

FINANCIAL IMPLICATIONS:

NA

ATTACHMENTS:

1. 2024.12.18-Mark IV Capital.Victory Logistics District – Phase B Final Map_Upload



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: December 18, 2024

REPORT TO: Mayor and City Council
REPORT THRU: Barry Williams, Public Works Director
REPORT FROM: Ana Navarro, Senior Project Manager
REVIEWED BY: David Rigdon, Special City Water Attorney
REVIEWED BY: Denise Lewis, City Treasurer

FINANCIAL IMPACT:

Yes: ☒ No: ☐

CURRENTLY BUDGETED:

Yes: ☒ No: ☐

FUND/ACCOUNT:

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 B Final Map) for 0.27 ERCs for Water and 0.00 ERCs for sewer for Lyon County Parcel(s) 021-242-17(parcel B, post-FM Phase A), 021-251-25, 021-261-43 (with of total of 14 lots) located in Fernley, NV.

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:

1. Mark IV Capital (Victory Logistics District – Phase B Final Map) Inc is seeking a Will-Serve for parcels 021-242-17(parcel B, post-FM Phase A), 021-251-25, 021-261-43 (with a total of 14 lots) located in Fernley, NV
2. This project requires 0.27 ERC's, which is equal to 0.30 acre-ft, for tenant improvements.
3. Second amendment of agreement Wade/ Fernley L.P holds a beneficial interest in 2,390.12-acre feet of water rights.

See attached report for background, analysis, alternatives.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Mark IV Capital (Victory Logistics District – Phase B Final Map) for 0.27 ERCs for Water, Lyon County Parcels 021-251-25, 021-242-17 (parcel B, post-FM Phase A), 021-261-43 (with of total of 16 lots) located in Fernley, NV."

ALTERNATIVES:

N/A

PROJECT SUMMARY:

Mark IV Capital (Victory Logistics District – Phase B Final Map) is seeking a will-serve of 0.27 ERCs for Water tenant improvements on Lyon County Parcels 021-242-17(parcel B, post-FM Phase A), 021-251-25, 021-261-43 (with of total of 14 lots) located in Fernley, NV.

The water connection fees will be at the time of recording final map.

BACKGROUND:

Per the second amendment of the agreement Wade/ Fernley, L.P. holds a beneficial interest in 2,390.12 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 the agreement Wade/Fernley L.P. water rights.

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

October 2022, Mark IV Capital (Victory Logistics Building B Irrigation) used 0.64 acre-feet of beneficial interest per the second amendment of the agreement Wade/Fernley L.P. 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 the agreement Wade/Fernley L.P. water rights.

November 2022, Mark IV Capital (Victory Logistics Building D-2 Irrigation) is seeking to use 0.95 acre-feet of beneficial interest per the second amendment of the agreement Wade/Fernley L.P. water rights.

April 2023, Mark IV Capital (victory Logistics Building B Tenant Improvements) is seeking to use 0.73 acre-feet of beneficial interest per the second amendment of the agreement Wade/Fernley L.P. water rights.

December 04, 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 the agreement Wade/Fernley L.P. water rights.

December 18, 2024, Mark IV Capital (Victory Logistics District – Phase B Final Map) is seeking to use 0.30 acre-feet of beneficial interest per the second amendment of the agreement Wade/Fernley L.P. water rights.

After the issuance of this will-serve, the second amendment of the agreement Wade/ Fernley L.P. will have 2,386.80 AF of water left for future development.

ANALYSIS:

The water needed for this project has been previously dedicated under a prior banking agreement. The 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:

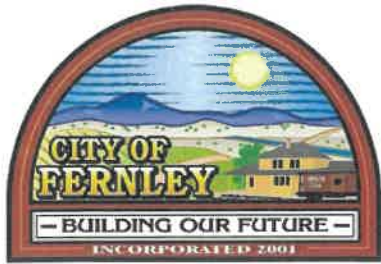
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

- 1) Will-Serve Commitment – Mark IV Capital (Victory Logistics District – Phase B Final Map) for APN 021-242-17
- 2) Figure - 021-242-17
- 3) Will-Serve Commitment – Mark IV Capital (Victory Logistics District – Phase B Final Map) for APN 021-251-25
- 4) Figure - 021-251-25
- 5) Will-Serve Commitment – Mark IV Capital (Victory Logistics District – Phase B Final Map) for APN 021-261-43
- 6) Figure - 021-261-43



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

Will-Serve Form for Map Recordation

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 B Final Map** (Development/ project or property) located in Fernley, Nevada with 0.30 acre-feet (or 0.27 ERCs) of water for the requested water connections and/or to provide service with 0 acre-feet wastewater (or 0 ERCs) through the requested sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the current Will-Serve fee of \$836.00 for each acre-foot of water requested.
2. The fees must be paid in full before the Will-Serve review is requested from the City Council.
3. The applicant must comply with all applicable laws, statutes, ordinances, and regulations.
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 the Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**

This Will-Serve applies to: APN# 021-242-17

Fernley City Council Approved Will-Serve on December 18, 2024

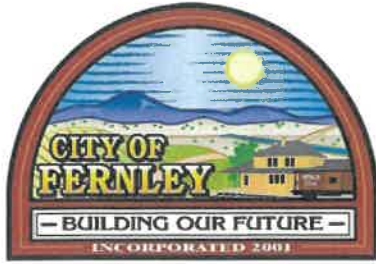
Public Works Director

Applicant

Mayor – City of Fernley

12.4.24

Date



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

Will-Serve Form for Map Recordation

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 B Final Map** (Development/ project or property) located in Fernley, Nevada with 0.30 acre-feet (or 0.27 ERCs) of water for the requested water connections and/or to provide service with 0 acre-feet wastewater (or 0 ERCs) through the requested sewer connections for Service to 1 unit, upon the following terms and conditions:

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3. The applicant must comply with all applicable laws, statutes, ordinances, and regulations.
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 the Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**

This Will-Serve applies to: APN# 021-251-25

Fernley City Council Approved Will-Serve on December 18, 2024

Public Works Director

Mayor – City of Fernley

577.13

Applicant

12.4.24

Date

LOT 18-a
33.34 ACRES

LOT 18-b
30.36 ACRES

LOT 19
21.19 ACRES

LOT 22-a
4.29 ACRES

LOT 23-a
25.14 ACRES

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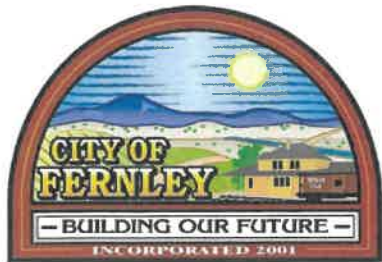
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THE CITY OF FERNLEY
Public Works Department
595 Silver Lace Blvd
Fernley, NV 89408

Will-Serve Form for Map Recordation

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 B Final Map** (Development/ project or property) located in Fernley, Nevada with 0.30 acre-feet (or 0.27 ERCs) of water for the requested water connections and/or to provide service with 0 acre-feet wastewater (or 0 ERCs) through the requested sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the current Will-Serve fee of \$836.00 for each acre-foot of water requested.
2. The fees must be paid in full before the Will-Serve review is requested from the City Council.
3. The applicant must comply with all applicable laws, statutes, ordinances, and regulations.
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 the Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**

This Will-Serve applies to: APN# 021-261-43

Fernley City Council Approved Will-Serve on December 18, 2024

Public Works Director

Mayor – City of Fernley

Applicant

12.4.24

Date

021-261-43
Four (4) LOTS
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APN: 021-242-17, 021-251-25, 021-261-43

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 ____ day of _____, 20____, by _____ (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 _____, ____.
2. Assignor desires to assign a portion of its beneficial interest in and to ____ acre-feet of water dedicated pursuant to the Banking Agreement to the City of Fernley in exchange for ____ Equivalent Residential Credits (hereinafter "ERC's") of water utility will-serve commitments for the development of the Victory Logistics District - Phase B 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

SCOTT T. BARNES, VICE PRES., M4 NEW FERNLEY QOZB LLC
Signatory Name and Title (NEVADA)

Date: 12/04, 2024

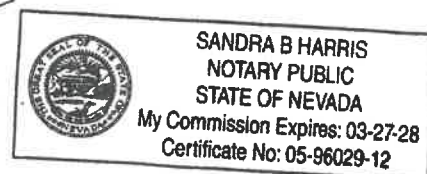
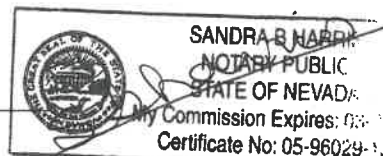
STATE OF Nevada)

) ss.

COUNTY OF Lyon)

This instrument was acknowledged before me on the 4th day of December, 2024, by Scott T. Barnes

Sandra B. Harris
NOTARY PUBLIC



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

Project Name: FSM24003 Mark IV Phase B

Project Location: Fernley Nevada

Lyon County Parcel Number: 021-242-17(Parcel B, post FM Phase A), 021-251-25, 021-261-43

Number of Services (ERC's) Requested 0.27 Water ERC 0 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, STE 100 Fernley, NV 89408
Mailing Address of Contact	1740 N. Nevada Pacific Parkway, STE 100 Fernley, NV 89408
Phone Number & Email of Contact	(775)525-9860 Email: sbarnes@markiv.com

Brief Description of Project:
Dedication of 0.30 acre-feet of water (or 0.27 ERCs) to new parcels to record 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?

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.

12.4.24

Date



Signature of Applicant

For Official Use Only:

Water Rights Required: 0.30 acre/feet dedicated Water Connection Fee: \$ 7,426

Sewer Connection Fee: \$ 5,305

In lieu of fees: \$ 836.00

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

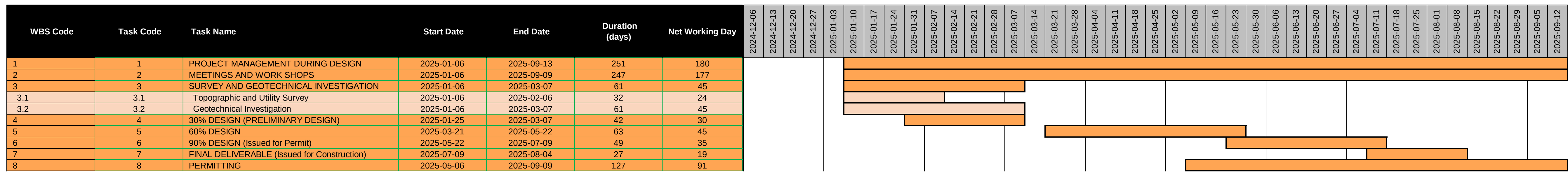




EXHIBIT A
STANTEC CONSULTING SERVICES INC.
Reno Office

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.

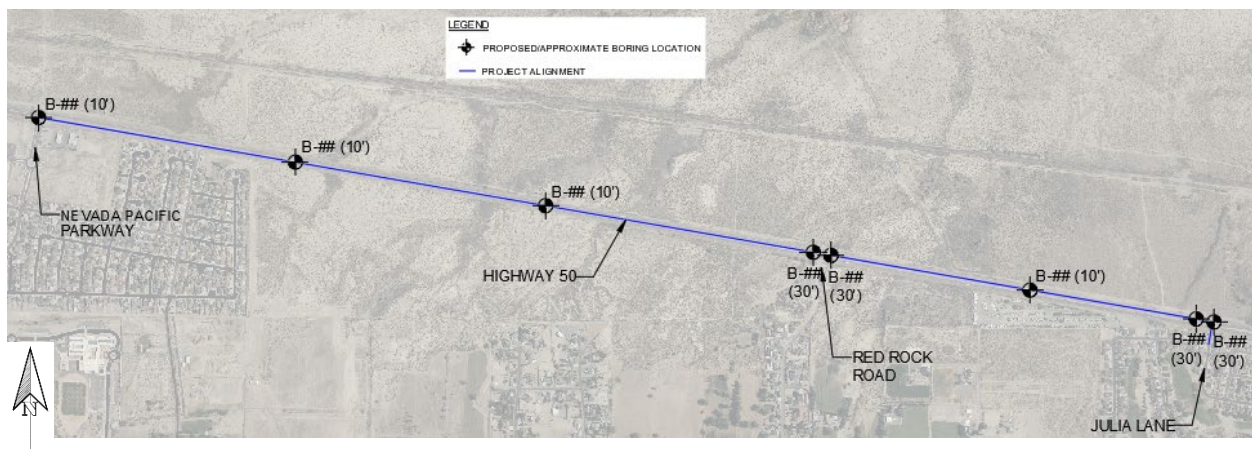


Figure 1: Project Extents and Proposed Exploration Locations

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
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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 (Badget, 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

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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

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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

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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.

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- 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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CONTRACT

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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__.

Mayor's appointments to various Boards and Committees January 1st thru December 31, 2025

Board, Commission, Committee	Current Representative	Alternate	Meetings	
4th of July Committee	Zoberski and Mendoza		2nd Tuesday @ 6:45 at Senior Center. In June they meet weekly	Mayor Neal E. McIntyre 775-866-0234
Arts & Culture Committee	Mendoza and Zoberski	Hanan	4th Monday at 3pm via zoom. Schedule may change	
Capital Improvement Committee	Hanan and Lau		Committee was established but never met.	Felicity Zoberski, Ward 2 775-800-3232
Chamber of Commerce Representative	Mayor and Kim Swanson		4th Thursday @ 3:30 at Chamber office	Stan Lau, Ward 3 775-404-2352
Code Enforcement Committee	Mendoza and Hanan	Torres	No committee for now	Albert Torres, Ward 4 775-560-5900
City Legislative Team	Mayor , Torres, Mendoza, City Staff and Lobbyist	Hanan	All correspondence goes thru legal	Joe Mendoza, Ward 5 775-835-9077
Lyon County Debt Management Commission	Mayor	Torres	Bi-annually. Next meeting May 2023	
Lyon County Room Tax Board	Hanan	Lau	2nd Wednesday of December and June at 10:00 am in Yerington	
Nevada League of Cities	Zoberski, Lau, CAO	Hanan	No meeting information at this time	
NV League of Cities Legislative Committee	Mayor, Torres, CAO	Mendoza	Mondays @11:30 via Microsoft Teams	
Neighborhood Watch Representative	Zoberski and Hanan	Lau	Every other month on the 4th Thursday @ 6:00 pm at City Hall Council Chambers	
Northern Nevada Development Authority	Mayor, Torres, Mendoza	Lau	NNDA will send an email invite when a meeting is scheduled.	
Pool/Pact	Mayor and Marchant, CAO		Annual Meeting in April	
Regional Transportation Commission	Torres	Lau	3rd Wednesdays of Feb, June & Oct	
Senior Citizen Advisory Committee	Torres	Zoberski	2nd Friday @ 9am every other month or more often if needed.	
STEM Committee	Hanan	Lau	2nd Wednesday at 3:00 pm CES Parent Resource Room	
Union Negotiation Team	Mayor, Hanan and Torres, CAO	Mendoza	As needed	
Water Team	Mayor, Torres, Hanan	Mendoza, Zoberski	2nd Wednesday @ 11:00	
Western Nevada Development District	Mayor, Lau and Altick	Torres	3rd Thursday @ 7:30 Atlantis Casino	



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 18, 2024

REPORT TO: Mayor and City Council

REPORT FROM:

FINANCIAL IMPACT:

Yes:

No:

CURRENTLY BUDGETED:

Yes:

No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM:

Possible Action to reappoint Angela Lewis and Tessa Garvin to the Fernley Planning Commission for a 4-year term.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 18, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Adopt Resolution 24-020, appointing Felicity Zoberski as Mayor Pro Tem for a one-year term expiring December 31, 2025

AGENDA ITEM BRIEF:

Possible Action to Adopt Resolution 24-020, appointing Felicity Zoberski as Mayor Pro Tem for a one-year term expiring December 31, 2025.

RECOMMENDED MOTION:

"I move to approve Resolution 24-020, appointing Felicity Zoberski as Mayor Pro Tem for a one-year term expiring December 31, 2025."

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could choose to approve this appointment at another meeting.

BACKGROUND:

NRS 266.185 authorizes the City Council to provide for the appointment of one of its members as mayor pro

team by resolution or ordinance. During the absence or disability of the mayor, the mayor pro team shall possess the power and duties of the Mayor.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 266.185

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Resolution 24-020 Appointing Mayor Pro Tem Zoberski

CITY OF FERNLEY
RESOLUTION #24-020

**A RESOLUTION OF THE CITY OF FERNLEY APPOINTING FELICITY ZOBERSKI
AS MAYOR PRO TEM FOR THE CITY OF FERNLEY**

WHEREAS, the City of Fernley, a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS Chapter 266; and,

WHEREAS, Nevada Revised Statute 266.185 authorizes the City Council, by ordinance or resolution, to provide for the appointment of one of its members as mayor pro tem;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fernley as follows:

Felicity Zoberiski is hereby appointed Mayor Pro Tem of the City of Fernley, Nevada, commencing December 31, 2024, and ending December 31, 2025, and shall act as Mayor in case the Mayor is absent from the City or is for any reason temporarily unable to perform the duties of his office.

PASSED, APPROVED AND ADOPTED on the 18th day of December 2024 by the following vote of the Council:

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

By: _____
Mayor Neal E. McIntyre

ATTEST:

Deputy City Clerk Brenda Gosser



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 18, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED:

AGENDA ITEM:

(For Possible Action) Discussion and First Reading of Bill #359, an Ordinance related to Zoning Map Amendment (ZMA 24005), a request by Wood Rodgers, Inc on behalf of Douglass Development LLC for changing the zoning designation from RR1 (Rural Residential; 1-acre minimum) to C2 (General Commercial) on a +/-0.85 acre lot located at 840 Woodchuck Drive (APN 021-343-20).

AGENDA ITEM BRIEF:

An application to change the land use designations of a +/-0.85 acre lot from residential to commercial.

At their meeting of December 11, 2024, the Planning Commission voted to recommend approval of this item.

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:**Past approvals and site utilization.**

The project site is located at 840 Woodchuck Drive, a ±0.85-acre parcel located on the north side of Woodchuck Drive, ±160 feet west of Old Highway 40, ±425 feet west of West Main Street/SR-427, and ±2,100 feet south of the West Main Street/SR-427 entrance to Interstate-80, in the City of Fernley, NV. A lot line adjustment was approved and recorded in February 1982 and establishes the current perimeter of the site, regular in shape and containing approximately .85 acres (218' frontage; 170' depth). A 30' wide strip was taken from the subject property and incorporated into the adjacent Commercially zoned property on the corner of Woodchuck Drive and Old Hwy 40.

A public records search found no business licenses or building permits on file. While the Lyon County Assessor lists the property as a single family dwelling, the project site is developed with one ±1,400 square feet (sf) metal shop building with a bathroom and an office, on a concrete slab with one roll top garage-style door and an ±225 sf wooden awning attached to the eastern side of the structure. Kitchen facilities are not included. ±35,400 sf of the project site is undeveloped permeable surface.

Application materials indicate a historic commercial utilization of the site, including vehicle, motorcycle repair, and outdoor storage services. Aerial photos ranging from 2004-present suggest non-residential activity in recent years, while no official documentation could be provided.

Redevelopment desired by the land use change

It should be noted that although a site plan has been submitted as requested, this request does not include any improvements to the project site at this time. Any future improvements will need to be in compliance with the General Commercial (C2) zoning designation and any other applicable design standards including residential adjacency standards upon approval of the MPA and ZMA. As stated in the project description submitted with the original application, the C2 zoning standards require design standards to help mitigate when commercial use is adjacent to a residential development.

This is to reduce impacts on adjacent residential development including, but not limited to, buffers from property lines, provisions for light trespass, noise, location of off-street parking, window placement to ensure residential privacy, and building height. Therefore, any future improvements to the project site would be required to adhere to all applicable residential adjacency standards.

Existing Conditions



Surrounding Uses

NORTH and EAST – To the north and east of the project site is an L-shaped ±1.89-acre developed parcel with a land use designation of Suburban Mixed Use (SMU) and a zoning designation of C2. The site is occupied by three commercial structures: 1) a ±3,750 sf commercial structure occupied by Quinteros Tires and Wheels; 2) a ±2,400 sf commercial structure occupied by Collected Bargains, an antique and second hand store; and 3) a ±10,000 sf structure occupied by Fernley Self Storage, All 4 Paws dog grooming, and additional space for Collected Bargains antique and second hand store (Refer to the Aerial Map in Section 2 of the submittal packet). Beyond the neighboring parcel to the north/east, all parcels to the north and east for at least half a mile in each direction are zoned commercial or mixed use. The current use has always intended to be included in this commercial area and has been operating as part of this commercial area for many years.

SOUTH – Adjacent to the site to the south across Woodchuck Drive are parcels with the land use designation of RR and zoned RR-1 occupied by single family residences on lots greater than one acre (±1.15 acre to ±1.41 acre).

WEST – Directly west of the site is a ±1.15-acre residential parcel with a land use designation of RR and a zoning designation of RR-1 developed with a single-family residence.

ANALYSIS

Consistency with the zoning district regulations;

Category a) uses

Table 1: Zoning District Regulations “Uses” Comparison (a)	
C2	RR-1
Life care of continuing care services, hotel, animal services,	Group homes, halfway

financial institutions, bar/lounge, grocery store, liquor store, tasting room/brewery, office, tattoo parlor, wedding chapel, building equipment/materials sales, auto and truck repair (light), car wash, gas station, funeral parlor, adult day care, social assistance/welfare, medical offices, park, entertainment/theatre, agriculture production/craftwork, research + development, communications facility, renewable energy, agriculture	house, single family dwelling, park, wireless communication tower, renewable energy, agriculture
Home occupation, nursery, school, medical marijuana,	EV Storage, home occupation, animal services, childcare (in home)
Halfway House, multifamily housing, live/work, mobile home park, RV park, pawnbroker, vehicle sales, church, crematorium, childcare facility, college, hospital, gaming/recreational facility, mining, mini-warehouse, outdoor storage, heliport, parking facility, utility (minor)	Church, mining, utility (minor), event center,

Category b) dimensions

Table 2: Zoning District Regulations “Dimensions” Comparison (b)

	C2	RR-1
Residential (Density)	21-30 du/ac	N/A
Nonresidential (FAR)	N/A	N/A
Site size (min)	6,000 sf	1 acre
Site coverage (max)	N/A	20%
Site width (min)	50'	50'
Front/exterior side	0'	30'
Side	0'	10'
Rear (structures not abutting an alley)	0'	20'
Side or Rear (abutting any residential district)	Building height × 1'	20'
Residential	N/A	35'
Nonresidential	60'	35'

Master Plan Land Use Comparison

RESIDENTIAL LAND USES

Land Use Category	Uses and Density	Characteristics and Location	Equivalent Zoning Category
RURAL RESIDENTIAL (RR)	Primary Uses: Single family detached residences on lots typically smaller than 20 acres to a minimum size of 1 acre.	Intended for land that is not planned to receive services or public infrastructure needed for development. Single-family residences may be clustered in order to preserve open space. Areas of steep slopes, floodplains,	RR5 RR1 RR½ PD

	and/or potential wetland must be mitigated.
Other Uses: Parks and open space, public facilities, agricultural operations.	Municipal services should be required when lot sizes are below 5 acres.
Density: 0.2 – 2 du/ac	Project designs should incorporate rural development standards Locations are generally adjacent to rural neighborhoods.

NON-RESIDENTIAL LAND USES			
Land Use Category	Uses and Density	Characteristics and Location	Equivalent Zoning Category
COMMERCIAL (C)	Primary Uses: Restaurants, bars, lodging, business/office parks, professional, medical, financial, personal and insurance services Other Uses: Gaming, resort, recreational facilities, manufactured/mobile home parks, recreational vehicle parks. Density: N/A	Large parcels are encouraged to provide access via frontage roads rather than multiple driveways Pedestrian access to adjoining residential use is encouraged No direct access to local streets will be allowed Intended to provide a buffer between residential and major highways Infill and redevelopment is encouraged on vacant or underutilized sites Should be located where existing public facilities have capacity to serve Municipal services are required.	C1 C2 TC PD

APPROVAL CRITERIA

The City of Fernley Master Plan is a legislative planning document with respect to the city's vision, goals, and policies relative to such matters as population, housing, streets, and resource use which is governed by NRS 278.150 to and including NRS 278.250.

Notice is provided by publication and mail as provided by NRS 278.210 and chapter 32.03 of this title.

The adoption of the master plan must be by resolution of the planning commission carried by the affirmative votes of not less than two-thirds of the total membership of the commission. The resolution must refer expressly to the maps, descriptive matter and other matter intended by the commission to constitute the plan or any amendment, addition or extension thereof, and the action taken must be recorded on the map and plan and descriptive matter by the identifying signatures of the secretary and chair of the commission.

Applicant note: Due to the similarity in the required master plan amendment (MPA) findings for approval and

the zoning map amendment (ZMA) findings for approval, and to avoid repetitive or duplicative responses, the responses for both the MPA and ZMA findings for approval have been combined.

In order to adopt an amendment to the master plan, the planning commission shall find that a change is justified based on the following:

1. The master plan amendment would implement the goals listed within the City of Fernley Master Plan as listed in the staff report.

The proposed MPA to change the land use designation of the ±0.85-acre subject parcel from RR to C and proposed ZMA to change the zoning district from RR-1 to C2 would help meet several of the goals and policies identified in the City's Master Plan, which are outlined in the "Applicable Master Plan Goals and Policies" section of the submittal materials attached to this report.

The City of Fernley has identified nine community principles to help guide the future prosperity of the community which have helped to shape the specific goals and policies found within the Master Plan. One of the guiding principles is Ensure Compatibility which includes how development fits in with the existing fabric of the community and supports interconnected development. This principle encourages development to be organized in a way to respect existing land uses and future growth opportunities. The proposed MPA is consistent with this guiding principle as it is seeking to align the historic commercial use of the property with the appropriate land use designation and will facilitate future utilization and/or development of the site that is compatible with the neighboring commercial uses.

Allowing the site to be developed for commercial land uses aligns with several goals and action strategies of the Master Plan through encouraging development that is compatible with neighboring land uses on an underutilized site that is adequately served by public services and in close proximity to utility service connections.

Stock Lane Special Planning Area (SPA)

The Master Plan specifically outlines a mapped area called the Stock Lane Special Planning Area (SPA) which includes the subject parcel (Refer to the Stock Lane SPA map in Section 2 of the submittal packet). The project site is along the eastern most boundary of the Stock Lane SPA. The SPA designation acts as an overlay to the underlying land uses and provides special or unique land use considerations pertinent to specific areas. This designation will remain unchanged should the zoning and master plan amendments be approved. Development within this SPA will remain focused on a low density rural concept. Commercial development is allowed, but new development is encouraged to incorporate rural architectural features to compliment the character of the area.

Finally, the proposed Master Plan Amendment, as conditioned, would further implement Goals LU.1.1, LU 1.2, LU1.3, LU.1.4 and LU.1.5 of the City of Fernley Comprehensive Master Plan as described below:

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

Encourage new development to be in accordance with the Comprehensive Master Plan land use category, and other land use controls to accomplish community principles.

Provide a balanced distribution of employment and population.

Ensure existing and future land uses are compatible.

Promote infill development.

Create a growth pattern that assures flexible, feasible and efficient projects.

2. The master plan amendment would be compatible with surrounding land uses.

Application materials indicate: “The project site is adjacent to zoned residential and zoned commercial areas, and the site is more consistent and compatible with the nearby commercially zoned parcels for several reasons:

Size of the site: The project site is ±0.85-acres. Zoning for the RR-1 zone district requires sites be a minimum of one acre, whereas the adjacent C2 zoning to the north and east allows sites to have a minimum lot size of 6,000 sf (±.137 acre) and no maximum lot size requirements. The existing lot size is non-conforming to the RR-1 zoning district and is in conformance with the C2 zoning district,

Existing structure on site: The site is currently developed with an existing ±1,400 sf metal commercial structure with a roll top garage door on a concrete slab designed for commercial use like a repair or mechanic shop. Retrofitting the existing structure for residential purposes to meet existing residential building code would be infeasible compared to utilization of the structure for commercial purposes.

Historic use of the site. Despite the site having the RR land use designation and the RR-1 zoning district, it has historically been used for commercial purposes, with the most recent commercial use being for a business called Cycle Pads servicing motorcycles and ATVs.

Surrounding land uses. As described above, the surrounding land uses to the north and east are well established commercial land uses in the C2 zoning district, compatible and consistent with commercial land use of the subject parcel. Additionally, further east across Old Highway 40 is a parcel occupied by the Nevada Highway Patrol and the Nevada Department of Transportation, two high traffic land uses bordered by a state highway. In order to ensure continued land use compatibility with the neighboring residential parcels to the south and west all future development projects on site will need to incorporate all applicable residential adjacency development standards.”

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

This item was noticed on 11/25/2024 and considered at a public hearing in accordance with all local and state guidelines.

A zoning map amendment is committed to the city council's legislative discretion. The zoning map amendment may be approved and is eligible for recommendation if it complies with all of the following:

1. Consistent with the city's master plan and otherwise consistent with state and federal law.
2. Consistent with the surrounding land uses.
3. Public notice was given, and a public hearing held per the requirements of the development code and Nevada revised statutes.

As stated above, this ZMA is a companion application to a master plan amendment of the appropriate corresponding land use designation (“Commercial – C”) and relies on the same findings for approval.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

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

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

[City of Fernley Comprehensive Master Plan](#)

Specific

[NRS §278.260](#) - Determination, establishment, enforcement and amendment of zoning regulations

[NRS §278.22](#) - Adoption of master plan; change to plan adopted by commission

[FMC §32.03.040\(e\)](#) - Zoning map amendments (rezoning)

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

[FMC §32.06.060](#) General rural (GR20) and residential rural (RR5, RR1, and RR½)

[FMC §32.06.100](#) - Commercial (C1, C2, and TC).

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Bill #359
2. Resolution 04-020
3. Conditions of Approval
4. Project Narrative

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

**BILL #359
CITY OF FERNLEY
ORDINANCE # _____**

A GENERAL ORDINANCE FOR A FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH CASE NUMBER ZMA24001, TO CHANGE THE ZONING ON A ±0.85-ACRE LOT FROM RR-1 (RURAL RESIDENTIAL-1 ACRE MINIMUM) TO C2 (COMMERCIAL) LOCATED AT 840 WOODCHUCK DRIVE (APN 021-343-20)

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

Section 1: The zoning of that certain real property totaling ±.85 acres, more or less, situated in the City of Fernley, Nevada, and owned by Daniel Douglass (Douglass Development LLC), being more particularly described on Exhibit “A” attached hereto and depicted on “Exhibit B” attached hereto is hereby reclassified from RR1 (Rural Residential, 1 acre minimum) to C2 (General Commercial).

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the pan certified herein as provided by law.

Section 4: This ordinance shall become effective upon passage, approval, and publication.

Section 5: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of public health, safety, welfare, and convenience.

Section 6: If any subsection, phrase, sentence, or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 7: The Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #359 BEING HEREBY PROPOSED this 18th day of December 2024.

BILL #359 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 15th day of January 2025, by the following vote of the Council:

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

FERNLEY CITY COUNCIL

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

Attest By: _____ Date: _____
Kimberly Swanson, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION FOR
MPA & ZMA

All that certain real property situate within the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 10, Township 20 North, Range 24 East, M.D.M., City of Fernley, Lyon County, State of Nevada, being the parcel as described in Deed Document No. 650517, recorded December 28, 2021, also being Parcel C as shown on Record of Survey No. 66116, recorded February 4, 1982, both filed in the Official Records of Lyon County, Nevada, more particularly described as follows:

BEGINNING at the Southeast corner of said Parcel C;

THENCE North 89°14'20" West a distance of 218.81 feet;

THENCE North 1°11'40" East a distance of 170.00 feet;

THENCE South 89°14'20" East a distance of 217.49 feet;

THENCE South 0°45'00" West a distance of 200.00 feet to the **POINT OF BEGINNING**.

Containing 0.85 acres of land, more or less.

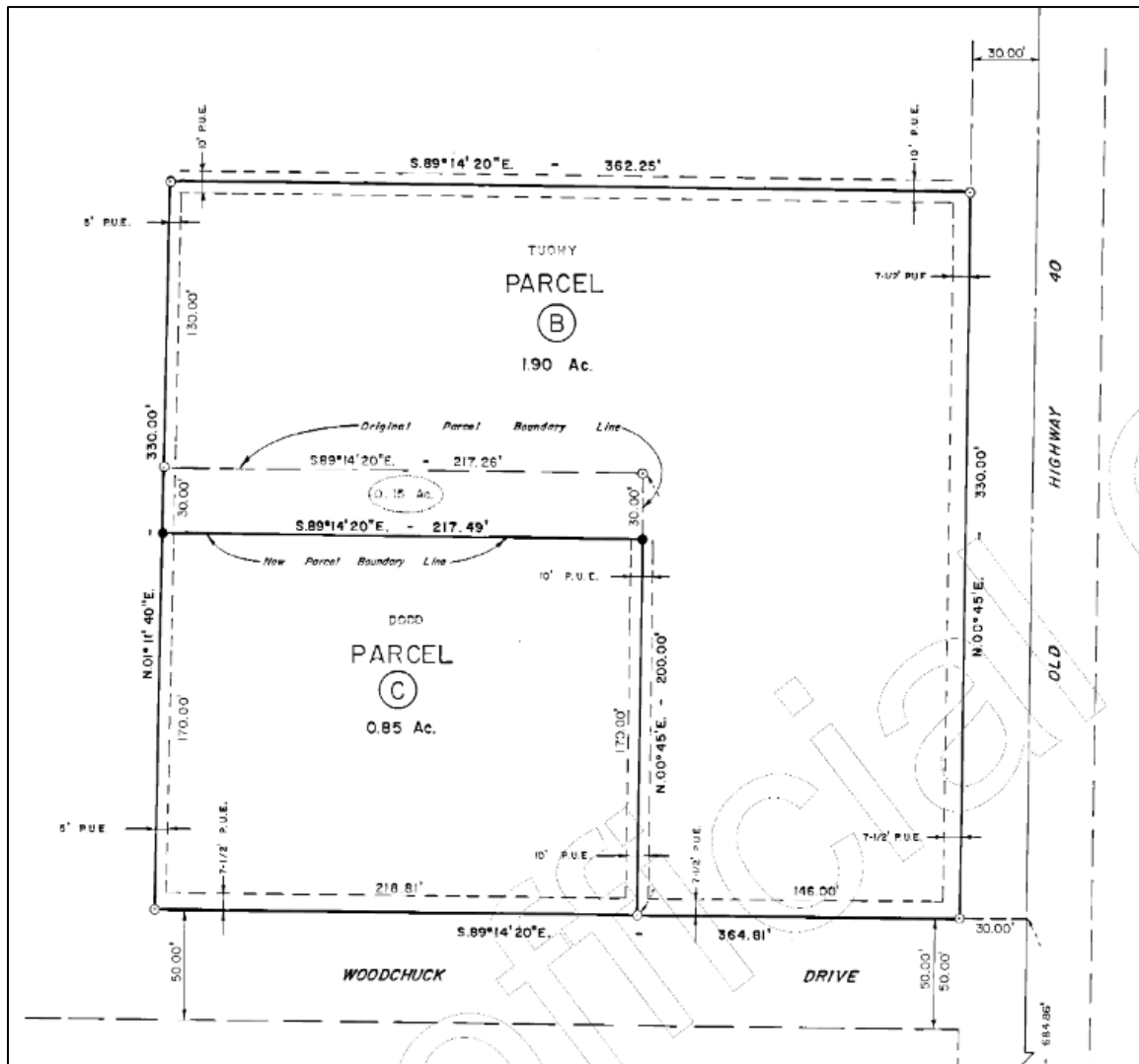
The Basis of Bearings for this description is identical to said Record of Survey No. 66116.

Prepared by:
Wood Rodgers, Inc.
1361 Reno Corporate Dr.
Reno, NV 89502
(775) 823-4068



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

EXHIBIT A-1
PLAT MAP



CITY OF FERNLEY
RESOLUTION # 24-020

A RESOLUTION OF THE CITY OF FERNLEY FOR A COMPREHENSIVE MASTER PLAN ASSOCIATED WITH CASE NUMBER MPA24001, TO CHANGE THE LAND USE ON A ±.85-ACRE LOT FROM RURAL RESIDENTIAL (RR) TO COMMERCIAL (C) LOCATED AT 840 WOODCHUCK DRIVE (APN 021-343-20)

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

WHEREAS Nevada Revised Statutes chapter 278.210 specifies that master plans or any amendments, including zoning map and text amendments must be adopted by resolution of the Planning Commission and City Council;

WHEREAS the Planning Commission held a public hearing on December 11th, 2024 and the City Council heard this item on _____; and

WHEREAS the proposed Master Plan Amendment would implement Goals LU.1.1, LU 1.2, LU1.3, LU.1.4 and LU.1.5 of the City of Fernley Comprehensive Master Plan.

NOW, THEREFORE, BE IT RESOLVED, that based on the discussion and findings provided in the staff report and/or testimony presented at the December 11th, 2024 Planning Commission and the _____ City Council meetings, that the change in the land use classification ±.85-acre lot from Rural Residential (RR) to commercial (C) located at 840 Woodchuck Drive (APN 021-343-20) be adopted as part of the City of Fernley's comprehensive master plan; and

BE IT FURTHER RESOLVED that the Fernley Planning Commission approves and recommends that the City Council certify this Master Plan as part of the Fernley Comprehensive Plan.

RESOLUTION PASSED, APPROVED, AND ADOPTED this 11th day of December 2024, by the following vote of the Fernley Planning Commission:

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

By: _____ Date: _____

Jenni McCullar, Chairwoman

Attest By: _____ Date: _____

Brenda Gosser, Deputy City Clerk

RESOLUTION CERTIFIED this _____ day of January 2025, by the following vote of the Fernley City Council:

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

FERNLEY CITY COUNCIL

By: _____ Date: _____

Neal E. McIntyre, Mayor

Attest By: _____ Date: _____

Kim Swanson, City Clerk

Conditions of Approval for: **Master Plan Amendment (MPA 24005)** **Zoning Map Amendment (ZMA 24005)**

SCOPE AND DURATION OF APPROVAL

1. APPROVAL:

THE PROJECT IS APPROVED AS CONDITIONED AND DESCRIBED BELOW. ANY SUBSTANTIVE CHANGE WILL REQUIRE APPROVAL FROM THE CITY OF FERNLEY AND SHALL BE PROCESSED AS OUTLINED IN THE DEVELOPMENT CODE.

- A. THE ZONING MAP AMENDMENT IS APPROVED CHANGING THE ZONING OF THE PROPERTY FROM RR1 TO C2.
- B. THE MASTER PLAN AMENDMENT IS APPROVED CHANGING THE LAND USE DESIGNATION FROM RR TO C

2. PROJECT DESCRIPTION:

THE PROJECT APPROVAL IS LIMITED TO THE RECLASSIFICATION OF ZONING AND LAND USE DESIGNATION OF A PARCEL MEASURING APPROXIMATELY .85 ACRES LOCATED AT 840 WOODCHUCK DRIVE (APN 021-343-20); THIS ACTION SHALL NOT BE CONSTRUED AS THE APPROVAL OF ANY LAND USE ENTITLEMENT OR DEVELOPMENT PROPOSAL.

3. GOVERNING DOCUMENTS:

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

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

REQUIREMENTS FOR BUSINESS LICENSE

4. STATE OF NEVADA BUSINESS AND DEPARTMENT OF TAXATION:

PER NRS 364A, ALL APPLICANTS MUST REGISTER WITH THE NEVADA SECRETARY OF STATE'S OFFICE FOR A BUSINESS LICENSE. YOU MAY REGISTER ONLINE AT WWW.NVSILVERFLUME.GOV OR IN PERSON AT THEIR OFFICE LOCATED AT 202 N CARSON STREET, CARSON CITY. ADDITIONAL INFORMATION CAN BE FOUND BY CALLING THEIR OFFICE AT (775) 684-5708. THIS NUMBER WILL ALWAYS BEGIN WITH NV. PER NRS 360, SOME APPLICANTS MUST REGISTER WITH THE NEVADA DEPARTMENT OF TAXATION. YOU MAY REGISTER ONLINE AT [HTTP://TAX.NV.GOV/](http://TAX.NV.GOV/) OR IN PERSON AT THEIR OFFICE AT 4600 KIETZKE LANE BLDG L #235, RENO. ADDITIONAL INFORMATION CAN BE FOUND BY CALLING THEIR OFFICE AT (866) 962-3707.

5. HEALTH PERMIT:

PER NRS 446, 444, 585, APPLICANTS THAT WILL BE HANDLING FOOD/EDIBLES, TATTOOS OR COSMETICS MUST OBTAIN A PERMIT FROM THE NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES. FOR INFORMATION CONTACT (775) 895-3603 OR M.PORTS@HEALTH.NV.GOV

6. INSPECTOR SIGNATURES

COMMERCIAL BUILDING: PAGE 2 OF THE BUSINESS LICENSE PACKET HAS A LIST OF DEPARTMENTS THAT MAY NEED TO AUTHORIZE THIS LICENSE. PLEASE CONTACT EACH OF THE DEPARTMENTS TO OBTAIN THE APPROPRIATE SIGNOFFS; SOME DEPARTMENTS MAY REQUIRE INSPECTIONS. ALL APPLICABLE SIGNATURES MUST BE OBTAINED BEFORE SUBMITTING AN APPLICATION.

7. ZONING:

AFTER A ZONING MAP AMENDMENT IS APPROVED, ALL NEW DEVELOPMENT WITHIN THE AREA SUBJECT TO THE APPROVED REZONING IS SUBJECT TO THE USES AND DEVELOPMENT STANDARDS IN THE ZONING DISTRICTS APPLIED BY THE ZONING MAP AMENDMENT ORDINANCE. THE PLANNING DEPARTMENT WILL DETERMINE IF YOU ARE IN THE PROPER ZONE, IF YOUR BUILDING MEETS THE PROPER OCCUPANCY CLASSIFICATION FOR YOUR BUSINESS, OR IF A PLANNING PERMIT IS REQUIRED. PLEASE CALL (775) 784-9810 TO ENSURE YOUR BUSINESS MEETS THE REQUIREMENTS.

8. ENLARGEMENT OF NONCONFORMING USES :

A NONCONFORMING USE SHALL NOT BE EXTENDED OR ENLARGED BY MORE THAN TEN PERCENT OF THE AREA LAWFULLY OCCUPIED BY THE NONCONFORMING USE AS OF THE DATE ON WHICH IT BECAME NONCONFORMING, EXCEPT BY CONDITIONAL USE PERMIT. THE ENLARGEMENT OF THE NONCONFORMING USE SHALL NOT EXTEND ONTO AN ADDITIONAL PARCEL. ANY ENLARGEMENT OF A NONCONFORMING USE NOT REQUIRING A CONDITIONAL USE PERMIT SHALL OBTAIN ADMINISTRATIVE REVIEW.

9. SUBSTANDARD DEVELOPMENT :

SUBSTANDARD DEVELOPMENT MEANS A LAWFULLY IMPROVED LOT OR PARCEL, INCLUDING ANY STRUCTURE THEREUPON, WHICH DOES NOT SATISFY THE CURRENT PROVISIONS OF THIS TITLE REGARDING PARKING, LANDSCAPING, SIGNS, OR OTHER SITE DEVELOPMENT STANDARDS INCLUDING BUILDING HEIGHT, BUILDING DESIGN, SETBACKS OR OTHER DIMENSIONAL STANDARDS. A STRUCTURAL ALTERATION, INCLUDING AN EXTENSION OR EXPANSION OF A NONCONFORMING STRUCTURE IS ALLOWED IF IT:

- A) DOES NOT INCREASE THE APPLICABLE NONCONFORMITY AND
- B) DOES NOT INVOLVE OR CREATE A NONCONFORMING USE OR SUBSTANDARD DEVELOPMENT.

10. RIGHT TO CONTINUE A SUBSTANDARD DEVELOPMENT:

A SUBSTANDARD DEVELOPMENT MAY CONTINUE TO BE OCCUPIED AND USED FOR ANY PURPOSE PERMITTED BY THIS TITLE UNLESS IT BECOMES A PUBLIC NUISANCE OR IS DAMAGED OR DESTROYED AS PROVIDED IN THIS TITLE. ROUTINE MAINTENANCE OF NONCONFORMING STRUCTURES IS PERMITTED, INCLUDING NECESSARY NON-STRUCTURAL REPAIRS, PAINT, AND INCIDENTAL ALTERATIONS WHICH DO NOT EXTEND OR INTENSIFY THE NONCONFORMITY.

11. INTENSIFICATION OF A SUBSTANDARD DEVELOPMENT:

INTENSIFICATION OF A SUBSTANDARD DEVELOPMENT IS A CHANGE OF USE THAT INCREASES THE

PARKING REQUIRED FOR THAT DEVELOPMENT. THE USE OF A LOT, PARCEL, OR BUILDING WHICH IS CLASSIFIED AS A SUBSTANDARD DEVELOPMENT SHALL NOT BE CHANGED OR ENLARGED TO A MORE INTENSIVE TYPE OF USE UNLESS THE CHANGES AND/OR ADDITIONS MEET THE CURRENT REQUIREMENTS OF THIS TITLE AND ALL PARKING FOR THE ENTIRE DEVELOPMENT CAN BE PROVIDED.

Master Plan Amendment & Zoning Map Amendment **Woodchuck Drive**

Submitted to City of Fernley
October 15, 2024

Prepared for

Douglass Development LLC
11050 Vincent Lane
Reno, NV 89511

Prepared by



WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Blvd • Reno, NV 89502 • Tel: 775.823.4068 • www.woodrogers.com

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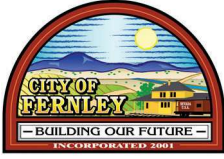
Section 2

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Section 1



Planning Department
595 Silver Lace Blvd, Fernley, NV 89408
Development Application

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

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

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

Daniel Douglass		Signature	Primary Contact? No
Applicant's Name			
Company Name: Douglass Development LLC			
Address: 11050 Vincent Lane			
City: Reno	State: NV	Zip Code: 89511	Email: ddouglass@outlook.com
Phone No.: 775-843-4003	Cell No.: N/A	Fax No.: N/A	

Daniel Douglass		Primary Contact? No
Property Owners Name		
Company Name: Douglass Development LLC		
Address: 11050 Vincent Lane		
City: Reno	State: NV	Zip Code 89511
Email: same as applicant		
Phone No.: same as applicant	Cell No.: N/A	Fax No.: N/A

Eric Hasty		Primary Contact? Yes
Engineer / Representative		
Company Name: Wood Rodgers, Inc.		
Address: 1361 Corporate Boulevard		
City: Reno	State: NV	Zip Code 89502
Email: ehasty@woodrogers.com		
Phone No.: 775-828-7742	Cell No.: N/A	Fax No.: N/A

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

Master Plan Amendment and Zoning Map Amendment to change the land use designation from Rural Residential (RR) to Commercial (C)and zoning from Rural Residential 1-acre lots (RR-1) to General Commercial (C-2).

Subdivision/Project Name And/Or Phase: Woodchuck Drive Property

Project Location (Street Address): 840 Woodchuck Drive

Assessor's Parcel Number(s): 020-151-05

Current Zoning: Rural Residential 1-acre lots (RR-1)	Comprehensive Plan Land Use Designation	Rural Residential
--	---	-------------------

Total Project Acreage: 0.85 acre	% Commercial: 0	CITY UTILITIES	
Number of Parcels Proposed: 1	% Open Space:	Water:	Sewer
		☐ Currently Served ☐ Proposed	☐ Currently Served ☐ Proposed

Previous Applications For This Site? ☐ Yes ☒ No

List Previous Application No(s) And Names:

2009 Flood Zone Designation: ☐ A ☐ AE ☐ AH ☐ AO	FEMA Map No.: 32019C0082E
---	---------------------------

Application Filing Date:	Office Use Only	Application Fee:
Application No.:	Development Review Meeting	Outsource Fee:
Application Intake By:	Date: October 15, 2024	Noticing Fee:
Planner:	Time:	Total Due:

LETTER OF AUTHORIZATION

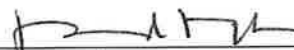
This letter shall serve to notify and verify the I/we am/are the legal owner(s) of the property being considered under this application and do hereby authorize the above representative to file and represent my/our interest in this application.

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

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

Daniel Douglass

(Print Name)


(Signature)

10/3/24
(Date)

(Print Name)

(Signature)

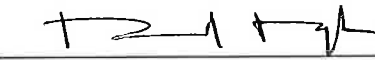
(Date)

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

APPLICANT:

Douglass Development LLC

(Print Name)


(Signature)

10/3/24
(Date)

APPLICANT'S ENGINEER/REPRESENTATIVE:

Eric Hasty

(Print Name)


(Signature)

10/9/24
(Date)

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

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

EXHIBIT "A"
LEGAL DESCRIPTION FOR
MPA & ZMA

All that certain real property situate within the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 10, Township 20 North, Range 24 East, M.D.M., City of Fernley, Lyon County, State of Nevada, being the parcel as described in Deed Document No. 650517, recorded December 28, 2021, also being Parcel C as shown on Record of Survey No. 66116, recorded February 4, 1982, both filed in the Official Records of Lyon County, Nevada, more particularly described as follows:

BEGINNING at the Southeast corner of said Parcel C;

THENCE North 89°14'20" West a distance of 218.81 feet;

THENCE North 1°11'40" East a distance of 170.00 feet;

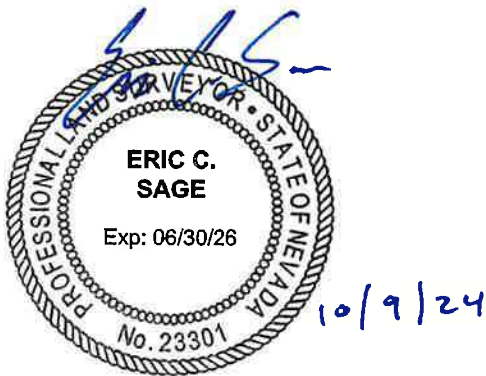
THENCE South 89°14'20" East a distance of 217.49 feet;

THENCE South 0°45'00" West a distance of 200.00 feet to the **POINT OF BEGINNING**.

Containing 0.85 acres of land, more or less.

The Basis of Bearings for this description is identical to said Record of Survey No. 66116.

Prepared by:
Wood Rodgers, Inc.
1361 Reno Corporate Dr.
Reno, NV 89502
(775) 823-4068



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

MASTER PLAN AMENDMENT

APPLICATION CHECKLIST

City of Fernley, Nevada

The following items shall be submitted as a part of the Master Plan Amendment application:

- ✓ 1. **Pre-application meeting completed.**
- ✓ 2. **Application Fee:** The application fee is due at the time of the application submittal. See **FEE SCHEDULE** for correct amount. Application fee may be made in the form of a check or money order payable to "City of Fernley", by e-check (no fee) or by Visa/Mastercard/Discover (4% fee).
- ✓ 3. **Proof of Ownership:** Must be original signatures or the application may be rejected. If the person signing the owner's affidavit is not listed as the property owner in the most recent records of the Lyon County Assessor, proof of ownership acceptable to the administrator must be submitted with the application. If the signer is an agent of the owner, written documentation of that fact acceptable to the administrator must be submitted. If in Corporate ownership, a list of all Corporate Officers must be provided.
- ✓ 4. **Review Packet: One (1) digital copy containing the following:**
 - ✓ a. Completed DEVELOPMENT APPLICATION form.
 - ✓ b. NRS Time Waiver Agreement.
 - ✓ c. A written description of the proposed Master Plan Amendment request.
 - ✓ d. A list of the goals and policies from the City of Fernley Master Plan which support the proposed Master Plan Amendment.
 - ✓ e. Please include a dimensioned site plan, pictures of existing buildings, and any additional information that would be helpful to illustrate the existing use of the site. All plans shall be drawn to standard architectural or engineering scale and shall include a north arrow.
 - ✓ f. Vicinity Map depicting the existing and proposed land use designation of the respective site including surrounding roadways and the land use designations of the surrounding properties
 - N/A g. If the site is greater than 5 acres, the following application submittal information is required:
 - (1) Report addressing impacts on existing and planned facilities and infrastructure;
 - (2) Report addressing impacts on existing and planned public services;
 - (3) Written narrative on the proposed land use in relationship to existing land uses; and
 - (4) Provide a fiscal impact analysis for public service providers for the proposed land use change.
 - ✓ h. Miscellaneous, as requested, and all required items as outlined in Appendix A of the City of Fernley's Development Code.
- ✓ 5. **Original PDF documents of the application, broken down into individual sections, including all documents, maps, plans, and technical analyses, shall be provided on a USB flash drive or alternative method as determined by the Administrator.**

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

ZONING MAP AMENDMENT

APPLICATION CHECKLIST

City of Fernley, Nevada

The following items shall be submitted as a part of the Zoning Map Amendment application:

- ✓ 1. **Application Fee:** The application fee is due at the time of the application submittal. See **FEE SCHEDULE** for correct amount. Application fee may be made in the form of a check or money order payable to “City of Fernley”, by e-check (no fee) or by Visa/Mastercard/Discover (4% fee).
- ✓ 2. **Proof of Ownership: Must be original signatures or the application may be rejected.** If the person signing the owner’s affidavit is not listed as the property owner in the most recent records of the Lyon County Assessor, proof of ownership acceptable to the administrator must be submitted with the application. If the signer is an agent of the owner, written documentation of that fact acceptable to the administrator must be submitted. If in Corporate ownership, a list of all Corporate Officers must be provided.
- ✓ 3. **Review Packet: One (1) digital copy containing the following:**
 - ✓ a. Completed DEVELOPMENT APPLICATION form.
 - ✓ b. NRS Time Waiver Agreement.
 - ✓ c. A written description of the Zoning Map Amendment request.
 - ✓ d. A list of the goals and policies from the City of Fernley Master Plan which support the proposed Zoning Map Amendment.
 - ✓ e. Vicinity Map depicting the existing and proposed zoning designation of the respective site including surrounding roadways and the zoning designations of the surrounding properties the respective site and including surrounding roadways.
 - ✓ f. A wet stamped legal description and boundary map of the subject property (8½” x 11” with 1” margins).
 - ✓ g. Please include a dimensioned site plan, pictures of existing buildings, and any additional information that would be helpful to illustrate the existing use of the site. All plans shall be drawn to standard architectural or engineering scale and shall include a north arrow.
 - ✓ h. Property Tax Receipt.
 - ✓ i. Miscellaneous, as requested, and all required items as outlined in Appendix A of the City of Fernley’s Development Code.
- ✓ 4. **Original PDF documents of the application, broken down into individual sections, including all documents, maps, plans, and technical analyses, shall be provided on a USB flash drive or alternative method as determined by the Administrator.**

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



Tax Account 020-151-05

Owners

DOUGLASS, DANIEL
P O BOX 19944
RENO, NV 89511-0000

Account Summary

Account ID	020-151-05
Account Type	Real Estate
Location	840 WOODCHUCK DR FERNLEY
Balance	\$622.00
Currently Due	\$0.00

No payment currently due.

You can pay any amount up to \$622.00 (the current balance).

Current Year

Description	2024/2025 REAL ESTATE TAXES
Original	\$1,246.93
Total	\$1,246.93
Paid	\$624.93
Balance	\$622.00
Due	\$0.00
Ad Valorem Tax Rate	3.6566
Tax District	6.0 (City of Fernley)

Tax Cap	100% High 8.0%
---------	----------------

Installments

#	Due Date	Penalty Date	Status	Original Total	Penalty	Total	Paid	Total Due	Pay Now
1	08/19/2024	08/29/2024	Paid	\$313.93	\$0.00	\$313.93	\$313.93	\$0.00	
2	10/07/2024	10/17/2024	Paid	\$311.00	\$0.00	\$311.00	\$311.00	\$0.00	
3	01/06/2025	01/16/2025	Due	\$311.00	\$0.00	\$311.00	\$0.00	\$311.00	Pay \$311.00 Now
4	03/03/2025	03/13/2025	Due	\$311.00	\$0.00	\$311.00	\$0.00	\$622.00	Pay \$622.00 Now

Past Years

Description	Original	Penalty	Paid	Balance	Due	Tax Rate	Tax District
2023/2024 REAL ESTATE TAXES	\$1,134.34	\$0.00	\$1,134.34	\$0.00	\$0.00	3.6551	6.0
2022/2023 REAL ESTATE TAXES	\$1,041.50	\$0.00	\$1,041.50	\$0.00	\$0.00	3.6127	6.0
2021/2022 REAL ESTATE TAXES	\$997.35	\$0.00	\$997.35	\$0.00	\$0.00	3.6160	6.0
2020/2021 SECURED TAXES	\$954.83	\$0.00	\$954.83	\$0.00	\$0.00	3.6131	6.3
2019/2020 SECURED TAXES	\$822.78	\$0.00	\$822.78	\$0.00	\$0.00	3.6131	6.0
2018/2019 SECURED TAXES	\$789.94	\$0.00	\$789.94	\$0.00	\$0.00	3.6131	6.0
2017/2018 SECURED TAXES	\$770.96	\$0.00	\$770.96	\$0.00	\$0.00	3.6131	6.0
2016/2017 SECURED TAXES	\$759.90	\$0.00	\$759.90	\$0.00	\$0.00	3.6131	6.0

Special Assessments and Other Fees

Year	Code	Description	Amount	Paid	Balance	Due
2024-2025	S23	TCID Operatn & Maint	380.00	190.10	189.90	.00
2024-2025	S24	TCID Administrative	140.00	70.10	69.90	.00
2024-2025	S25	TCID District Gen.	6.84	3.52	3.32	.00
2024-2025	S33	Fernley Groundwater	1.05	.63	.42	.00
2023-2024	S23	TCID Operatn & Maint	340.00	340.00	.00	.00

Year	Code	Description	Amount	Paid	Balance	Due
2023-2024	S24	TCID Administrative	120.00	120.00	.00	.00
2023-2024	S25	TCID District Gen.	6.56	6.56	.00	.00
2023-2024	S33	Fernley Groundwater	1.99	1.99	.00	.00
2022-2023	S23	TCID Operatn & Maint	320.00	320.00	.00	.00
2022-2023	S24	TCID Administrative	120.00	120.00	.00	.00
2022-2023	S25	TCID District Gen.	6.29	6.29	.00	.00
2022-2023	S33	Fernley Groundwater	2.04	2.04	.00	.00
2021-2022	S23	TCID Operatn & Maint	320.00	320.00	.00	.00
2021-2022	S24	TCID Administrative	120.00	120.00	.00	.00
2021-2022	S25	TCID District Gen.	6.10	6.10	.00	.00
2021-2022	S33	Fernley Groundwater	2.03	2.03	.00	.00
2020-2021	S23	TCID Operatn & Maint	320.00	320.00	.00	.00
2020-2021	S24	TCID Administrative	120.00	120.00	.00	.00
2020-2021	S25	TCID District Gen.	5.96	5.96	.00	.00
2020-2021	S33	Fernley Groundwater	.32	.32	.00	.00
2019-2020	S23	TCID Operatn & Maint	220.00	220.00	.00	.00
2019-2020	S24	TCID Administrative	120.00	120.00	.00	.00
2019-2020	S25	TCID District Gen.	5.83	5.83	.00	.00
2019-2020	S33	Fernley Groundwater	.32	.32	.00	.00
2018-2019	S23	TCID Operatn & Maint	220.00	220.00	.00	.00
2018-2019	S24	TCID Administrative	110.00	110.00	.00	.00
2018-2019	S25	TCID District Gen.	5.70	5.70	.00	.00
2018-2019	S33	Fernley Groundwater	.32	.32	.00	.00
2017-2018	S23	TCID Operatn & Maint	220.00	220.00	.00	.00
2017-2018	S24	TCID Administrative	110.00	110.00	.00	.00
2017-2018	S25	TCID District Gen.	5.00	5.00	.00	.00
2017-2018	S33	Fernley Groundwater	.33	.33	.00	.00
2016-2017	S23	TCID Operatn & Maint	220.00	220.00	.00	.00

Year	Code	Description	Amount	Paid	Balance	Due
2016-2017	S24	TCID Administrative	110.00	110.00	.00	.00
2016-2017	S25	TCID District Gen.	5.00	5.00	.00	.00
2016-2017	S33	Fernley Groundwater	.32	.32	.00	.00

Tax Bill and Payment History

Date	Type	Billed to / Payer Name / Note	Amount	Balance
10/10/2024	PAYMENT	DOUGLASS DEVELOPMENT LLC CHECK 2541	\$-311.00	\$622.00
08/21/2024	PAYMENT	DOUGLASS, DANIEL CHECK 2532	\$-313.93	\$933.00
07/16/2024	BILL	DOUGLASS, DANIEL	\$1,246.93	\$1,246.93
03/05/2024	PAYMENT	DOUGLASS, DEVELOPMENT LLC CHECK 2517	\$-283.00	\$0.00
12/01/2023	PAYMENT	DANIEL DOUGLASS PNP PNP - 146872810	\$-283.00	\$283.00
09/27/2023	PAYMENT	FERNLEY SELF STORAGE CHECK 5134	\$-283.00	\$566.00
08/04/2023	PAYMENT	DAN DOUGLASS PNP PNP - 140449692	\$-285.34	\$849.00
07/17/2023	BILL	DOUGLASS, DANIEL	\$1,134.34	\$1,134.34
02/27/2023	PAYMENT	DANIEL DOUGLASS PNP PNP - 130307091	\$-260.00	\$0.00
10/03/2022	PAYMENT	DANIEL DOUGLASS PNP PNP - 121891340	\$-260.00	\$260.00
10/03/2022	PAYMENT	DANIEL DOUGLASS PNP PNP - 121890463	\$-260.00	\$520.00
08/23/2022	PAYMENT	DOUGLASS, DANIEL CHECK 5101	\$-261.50	\$780.00
07/15/2022	BILL	DOUGLASS, DANIEL	\$1,041.50	\$1,041.50
08/25/2021	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK CK. 2122	\$-747.87	\$0.00
08/19/2021	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK 2118	\$-249.48	\$747.87
07/14/2021	BILL	ACOSTA, FRANK & ROBIN JEAN	\$997.35	\$997.35
01/07/2021	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK 1956	\$-238.00	\$0.00
10/27/2020	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 1901	\$-238.00	\$238.00
08/26/2020	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 1862	\$-238.00	\$476.00
07/22/2020	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 1838	\$-240.83	\$714.00
07/09/2020	BILL	ACOSTA, FRANK & ROBIN JEAN	\$954.83	\$954.83
01/23/2020	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 1721	\$-205.00	\$0.00

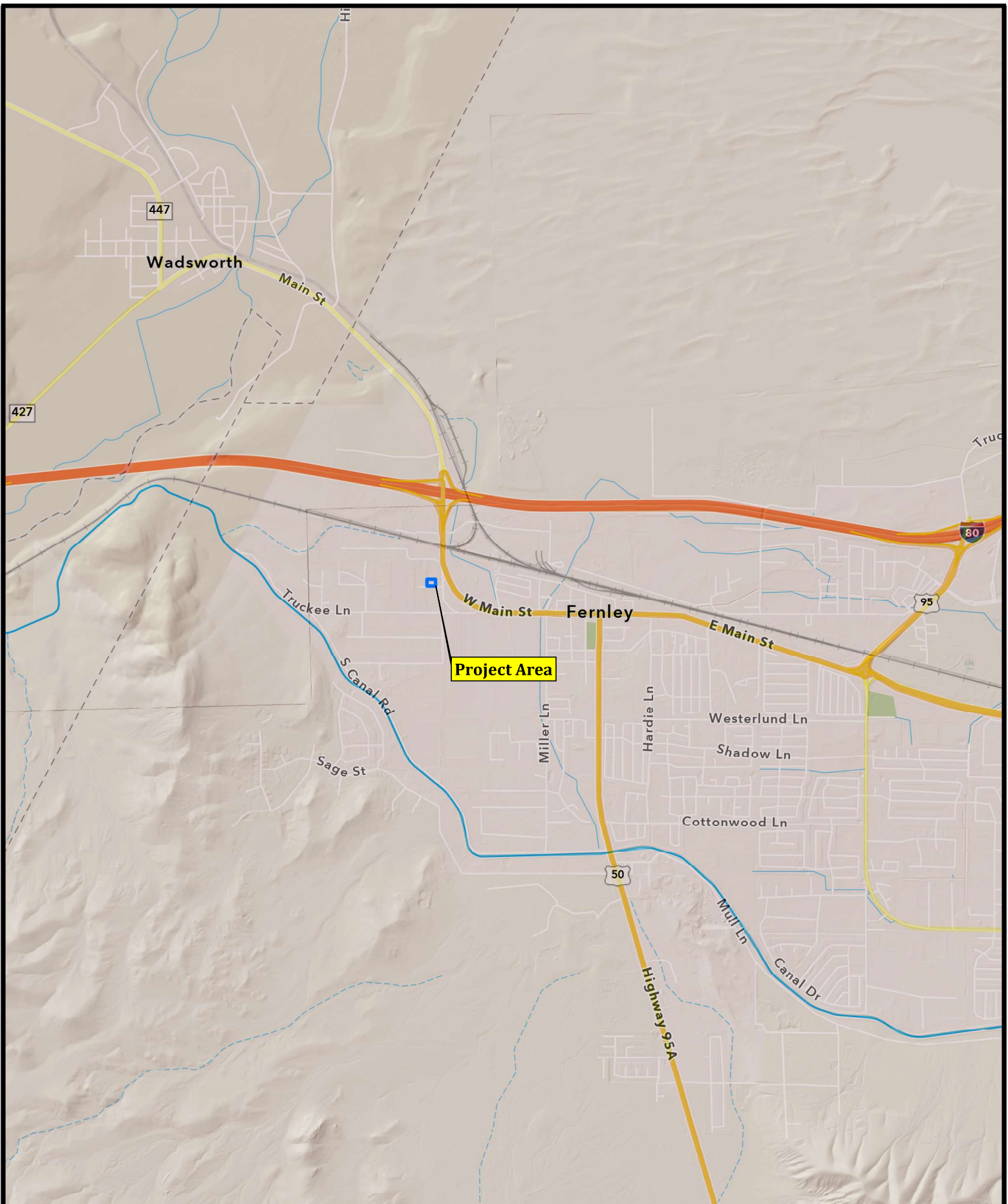
Date	Type	Billed to / Payer Name / Note	Amount	Balance
12/24/2019	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 1701	\$-205.00	\$205.00
08/09/2019	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 1562	\$-412.78	\$410.00
07/10/2019	BILL	ACOSTA, FRANK & ROBIN JEAN	\$822.78	\$822.78
09/25/2018	PAYMENT	ACOSTA, ROBIN CHECK NUM: 1259	\$-394.00	\$0.00
07/27/2018	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 1203	\$-395.94	\$394.00
07/10/2018	BILL	ACOSTA, FRANK & ROBIN JEAN	\$789.94	\$789.94
10/31/2017	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 920	\$-384.00	\$0.00
09/05/2017	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 864	\$-192.00	\$384.00
07/25/2017	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 814	\$-194.96	\$576.00
07/10/2017	BILL	ACOSTA, FRANK & ROBIN JEAN	\$770.96	\$770.96
01/18/2017	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 633	\$-189.00	\$0.00
10/10/2016	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 521	\$-189.00	\$189.00
09/07/2016	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 482	\$-189.00	\$378.00
07/27/2016	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 429	\$-192.90	\$567.00
07/11/2016	BILL	ACOSTA, FRANK & ROBIN JEAN	\$759.90	\$759.90
02/16/2016	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 279	\$-189.00	\$0.00
12/28/2015	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 238	\$-189.00	\$189.00
09/15/2015	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 151	\$-189.00	\$378.00
07/28/2015	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 101	\$-192.04	\$567.00
07/07/2015	BILL	ACOSTA, FRANK & ROBIN JEAN	\$759.04	\$759.04
02/04/2015	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 3502	\$-186.00	\$0.00
10/08/2014	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 3399	\$-186.00	\$186.00
07/25/2014	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 3335	\$-373.89	\$372.00
07/08/2014	BILL	ACOSTA, FRANK & ROBIN JEAN	\$745.89	\$745.89
03/10/2014	PAYMENT	FRANK ACOSTA CORK: D BANK: PNP INTERNET NUM: 13090902	\$-182.00	\$0.00
12/10/2013	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 3142	\$-182.00	\$182.00
07/25/2013	PAYMENT	ACOSTA, FRANK & ROBIN JEAN CHECK NUM: 3036	\$-364.01	\$364.00
07/08/2013	BILL	ACOSTA, FRANK & ROBIN JEAN	\$728.01	\$728.01

Date	Type	Billed to / Payer Name / Note	Amount	Balance
11/27/2012	PAYMENT	ACOSTA, FRANK CHECK NUM: 194	\$-985.33	\$0.00
11/01/2012	INTEREST	Monthly Interest	\$1.43	\$985.33
10/12/2012	PENALTY	Instlmt 2 Penalty for 2012-13	\$18.81	\$983.90
10/01/2012	INTEREST	Monthly Interest	\$1.43	\$965.09
08/31/2012	INTEREST	Monthly Interest	\$1.43	\$963.66
08/30/2012	PENALTY	Instlmt 1 Penalty for 2012-13	\$7.53	\$962.23
07/10/2012	BILL	ACOSTA, FRANK & ROBIN JEAN	\$752.13	\$954.70
07/10/2012	INTEREST	Monthly Interest	\$1.43	\$202.57
07/02/2012	INTEREST	Monthly Interest	\$1.43	\$201.14
06/01/2012	INTEREST	Monthly Interest	\$14.33	\$199.71
04/30/2012	PENALTY	Publication Cost for Delinquency	\$6.50	\$185.38
03/15/2012	PENALTY	Instlmt 4 Penalty for 2011-12	\$6.88	\$178.88
10/11/2011	PAYMENT	HUTCHISON, JEFFERY D ET AL CHECK NUM: 1249432297	\$-172.00	\$172.00
10/04/2011	PAYMENT	HUTCHISON, JEFFERY D ET AL CHECK NUM: 2879	\$-172.00	\$344.00
08/15/2011	PAYMENT	HUTCHISON, JEFFERY D ET AL CHECK NUM: 2874	\$-173.39	\$516.00
07/08/2011	BILL	HUTCHISON, JEFFERY D ET AL	\$689.39	\$689.39
03/04/2011	PAYMENT	HUTCHISON, JEFFERY D ET AL CHECK NUM: 2863	\$-166.00	\$0.00
01/10/2011	PAYMENT	HUTCHISON, JEFFERY & DEANA CHECK NUM: 2860	\$-166.00	\$166.00
10/04/2010	PAYMENT	HUTCHISON, JEFFERY D ET AL CHECK BANK: 90-7851 NUM: 2838	\$-166.00	\$332.00
08/06/2010	PAYMENT	HUTCHISON, JEFFERY D ET AL CHECK BANK: 90-7851 NUM: 2829	\$-167.21	\$498.00
07/08/2010	BILL	HUTCHISON, JEFFERY D ET AL	\$665.21	\$665.21
02/18/2010	PAYMENT	HUTCHISON, JEFFERY D ET AL CHECK BANK: 90-7851 NUM: 2812	\$-219.00	\$0.00
12/24/2009	PAYMENT	HUTCHISON, JEFFERY D ET AL CHECK BANK: 90-7851 NUM: 2757	\$-219.00	\$219.00
09/29/2009	PAYMENT	HUTCHISON, JEFFERY OR DEANA CHECK BANK: 90-7851 NUM: 2752	\$-219.00	\$438.00
07/27/2009	PAYMENT	HUTCHISON, JEFFERY D ET AL CHECK BANK: 90-7851 NUM: 2768	\$-222.88	\$657.00
07/06/2009	BILL	HUTCHISON, JEFFERY D ET AL	\$879.88	\$879.88
08/16/2008	PAYMENT	HUTCHISON, JACK K CHECK BANK: 94-77 NUM: 1652	\$-936.61	\$0.00
07/15/2008	BILL	HUTCHISON, JACK K	\$936.61	\$936.61

Date	Type	Billed to / Payer Name / Note	Amount	Balance
08/07/2007	PAYMENT	HUTCHISON, JACK K CHECK BANK: 94-77 NUM: 2085	\$-781.59	\$0.00
07/12/2007	BILL	HUTCHISON, JACK K	\$781.59	\$781.59
08/25/2006	PAYMENT	HUTCHISON, JACK K & CHERYL L CHECK BANK: 94-77 NUM: 1233	\$-734.80	\$0.00
07/12/2006	BILL	HUTCHISON, JACK K	\$734.80	\$734.80
08/18/2005	PAYMENT	HUTCHISON, JACK K & CHERYL L CHECK BANK: 94-77 NUM: 1135	\$-691.48	\$0.00
07/15/2005	BILL	HUTCHISON, JACK K	\$691.48	\$691.48
07/31/2004	PAYMENT	HUTCHISON, JACK K CHECK BANK: 94-77 NUM: 897	\$-651.93	\$0.00
07/08/2004	BILL	HUTCHISON, JACK K	\$651.93	\$651.93
08/18/2003	PAYMENT	HUTCHISON, JACK K CHECK BANK: 94-77 NUM: 1881	\$-644.07	\$0.00
07/18/2003	BILL	HUTCHISON, JACK K	\$644.07	\$644.07
08/20/2002	PAYMENT	HUTCHISON, JACK K CHECK BANK: 94-77 NUM: 1652	\$-624.86	\$0.00
07/12/2002	BILL	HUTCHISON, JACK K	\$624.86	\$624.86
08/14/2001	PAYMENT	HUTCHISON, JACK K CHECK BANK: 94-77 NUM: 1375	\$-617.51	\$0.00
07/12/2001	BILL	HUTCHISON, JACK K	\$617.51	\$617.51
01/16/2001	PAYMENT	HUTCHISON, JACK K CHECK BANK: 94-77 NUM: 1215	\$-305.88	\$0.00
09/05/2000	PAYMENT	HUTCHISON, JACK CHECK BANK: 94-77 NUM: 1063	\$-306.14	\$305.88
07/17/2000	BILL	HUTCHISON, JACK K	\$612.02	\$612.02
08/20/1999	PAYMENT	HUTCHISON, JACK K CHECK BANK: 94-77 NUM: 709	\$-637.59	\$0.00
07/17/1999	BILL	HUTCHISON, JACK K	\$637.59	\$637.59
02/18/1999	PAYMENT	JACK HUTCHISON CORK: B	\$-167.70	\$0.00
01/20/1999	PENALTY	Instlmt 3 Penalty for 1998-99	\$0.26	\$167.70
01/14/1999	PAYMENT	JACK HUTCHISON CHECK	\$-322.00	\$167.44
10/19/1998	PENALTY	Instlmt 2 Penalty for 1998-99	\$6.44	\$489.44
08/18/1998	PAYMENT	HUTCHISON, JACK CHECK	\$-161.12	\$483.00
07/13/1998	BILL	HUTCHISON, J K & LEE SCHAUPP	\$644.12	\$644.12
04/08/1998	PAYMENT	HUTCHISON, J K & LEE SCHAUPP CHECK	\$-432.32	\$0.00
03/25/1998	PENALTY	Postage Costs	\$1.00	\$432.32
03/13/1998	PENALTY	Instlmt 4 Penalty for 1997-98	\$23.82	\$431.32

Date	Type	Billed to / Payer Name / Note	Amount	Balance
01/20/1998	PENALTY	Instlmt 3 Penalty for 1997-98	\$10.12	\$407.50
10/17/1997	PENALTY	Instlmt 2 Penalty for 1997-98	\$0.31	\$397.38
09/05/1997	PAYMENT	HUTCHISON, J K & LEE SCHAUPP CHECK	\$-389.41	\$397.07
09/03/1997	PENALTY	Instlmt 1 Penalty for 1997-98	\$7.79	\$786.48
07/14/1997	BILL	HUTCHISON, J K & LEE SCHAUPP	\$778.69	\$778.69
01/13/1997	PAYMENT	HUTCHISON, J K & LEE SCHAUPP	\$-358.68	\$0.00
08/15/1996	PAYMENT	HUTCHISON, J K & LEE SCHAUPP	\$-358.80	\$358.68
07/18/1996	BILL	HUTCHISON, J K & LEE SCHAUPP	\$717.48	\$717.48

Section 2





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MILES

Vicinity Map

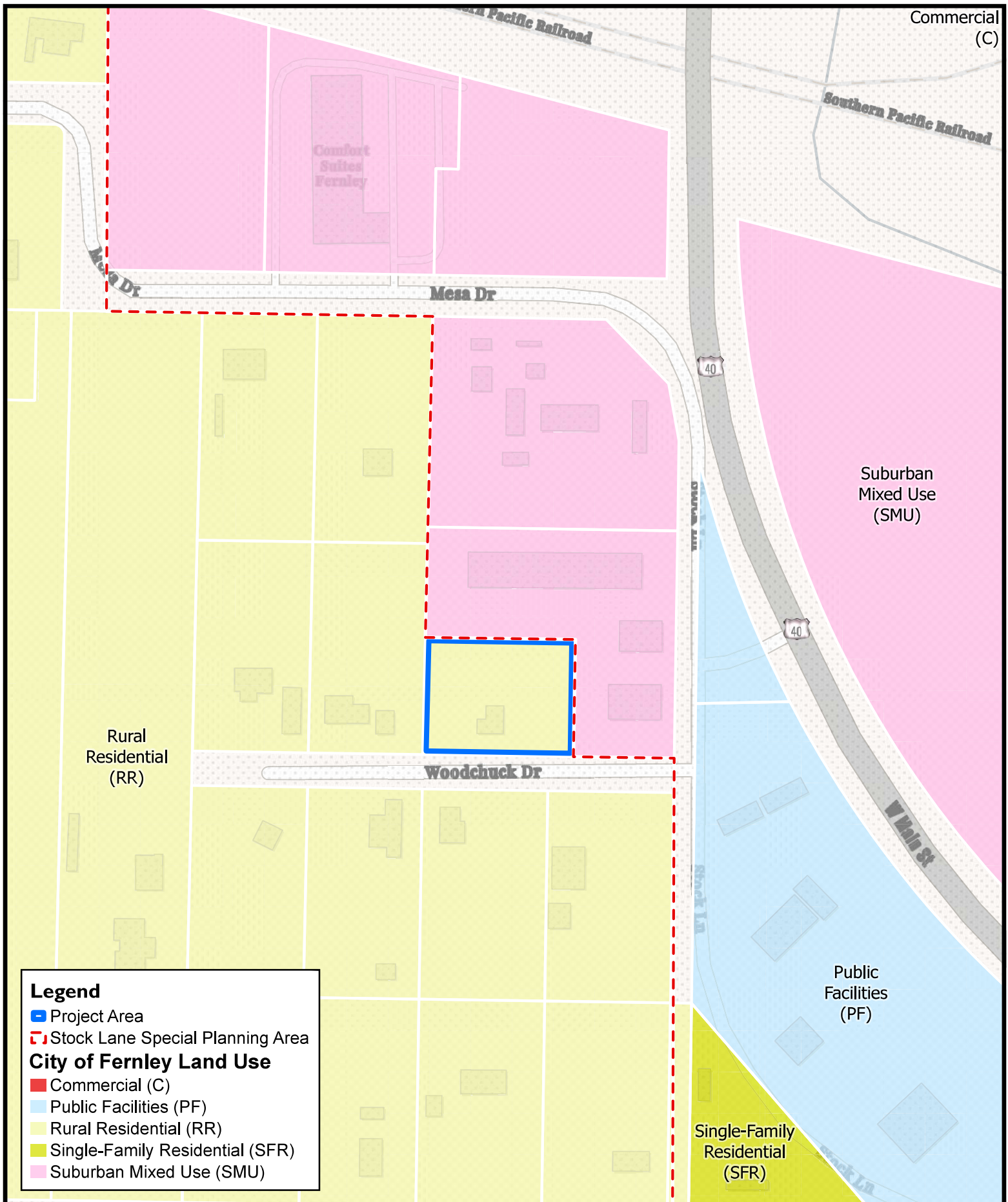
Woodchuck Dr, Fernley, NV

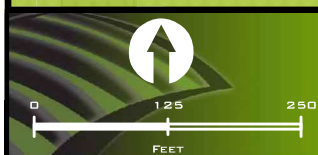
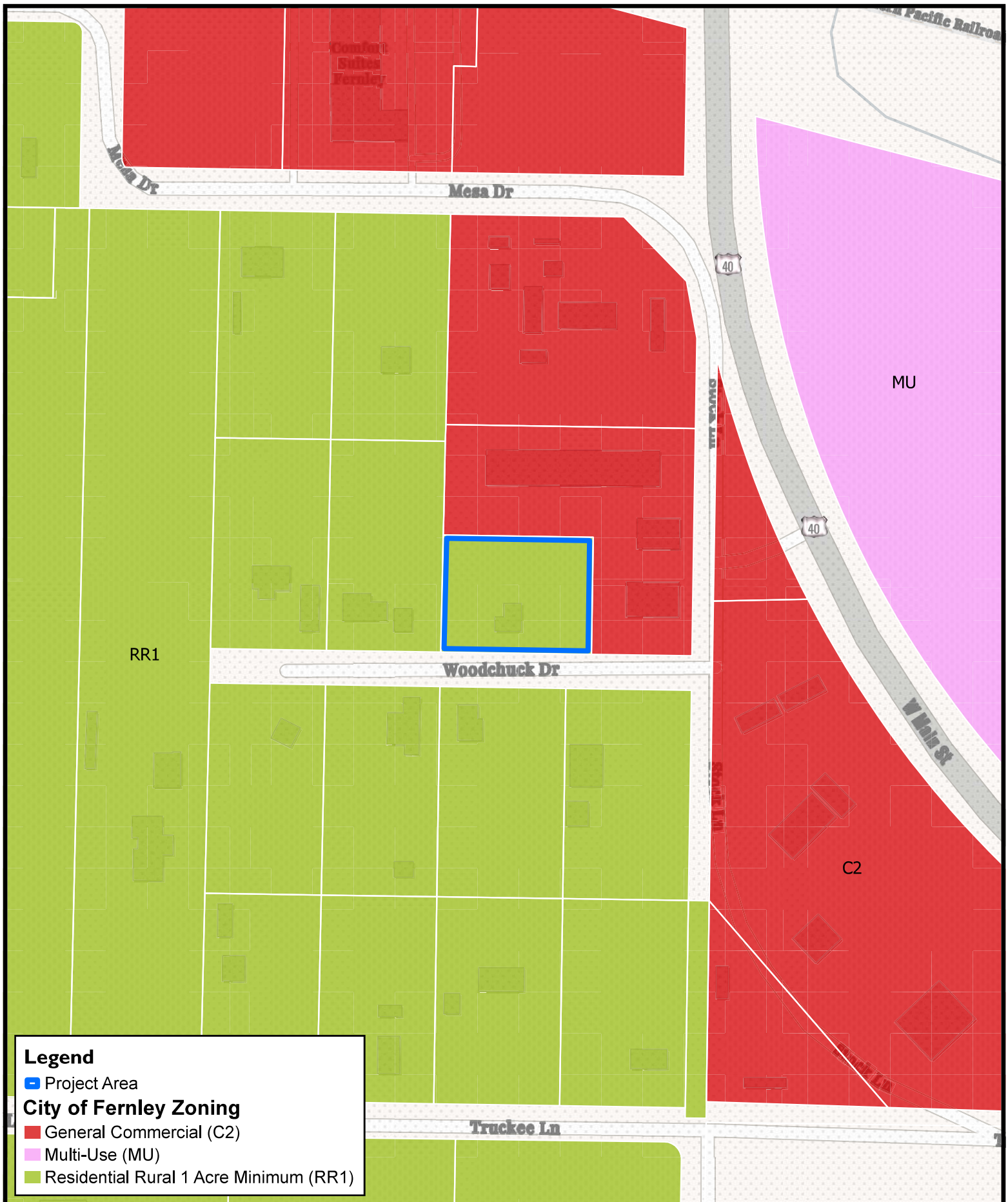
October 2024



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Fax: 775.823.4066





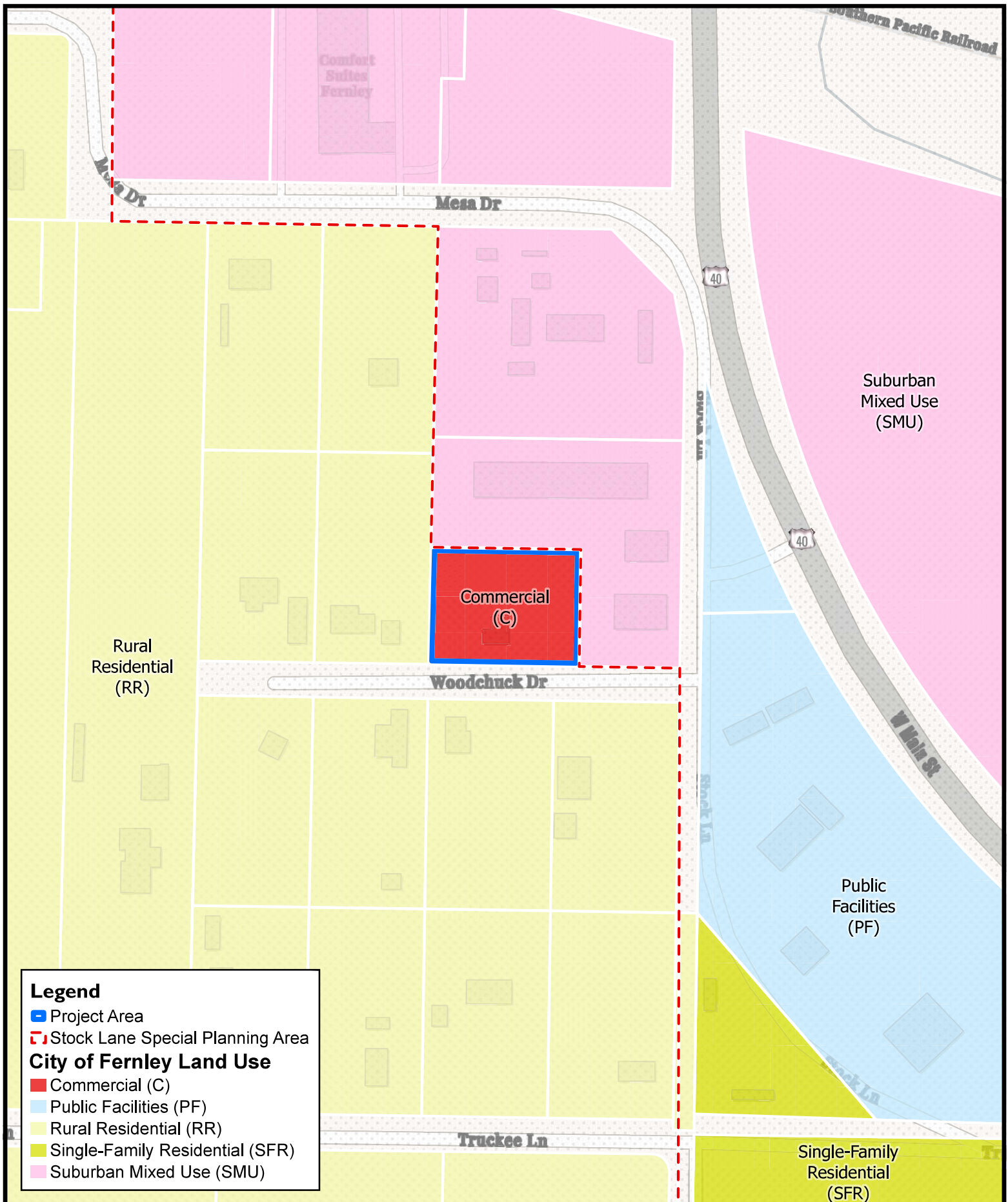


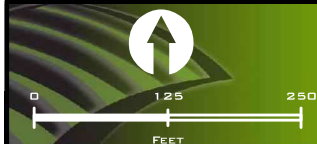
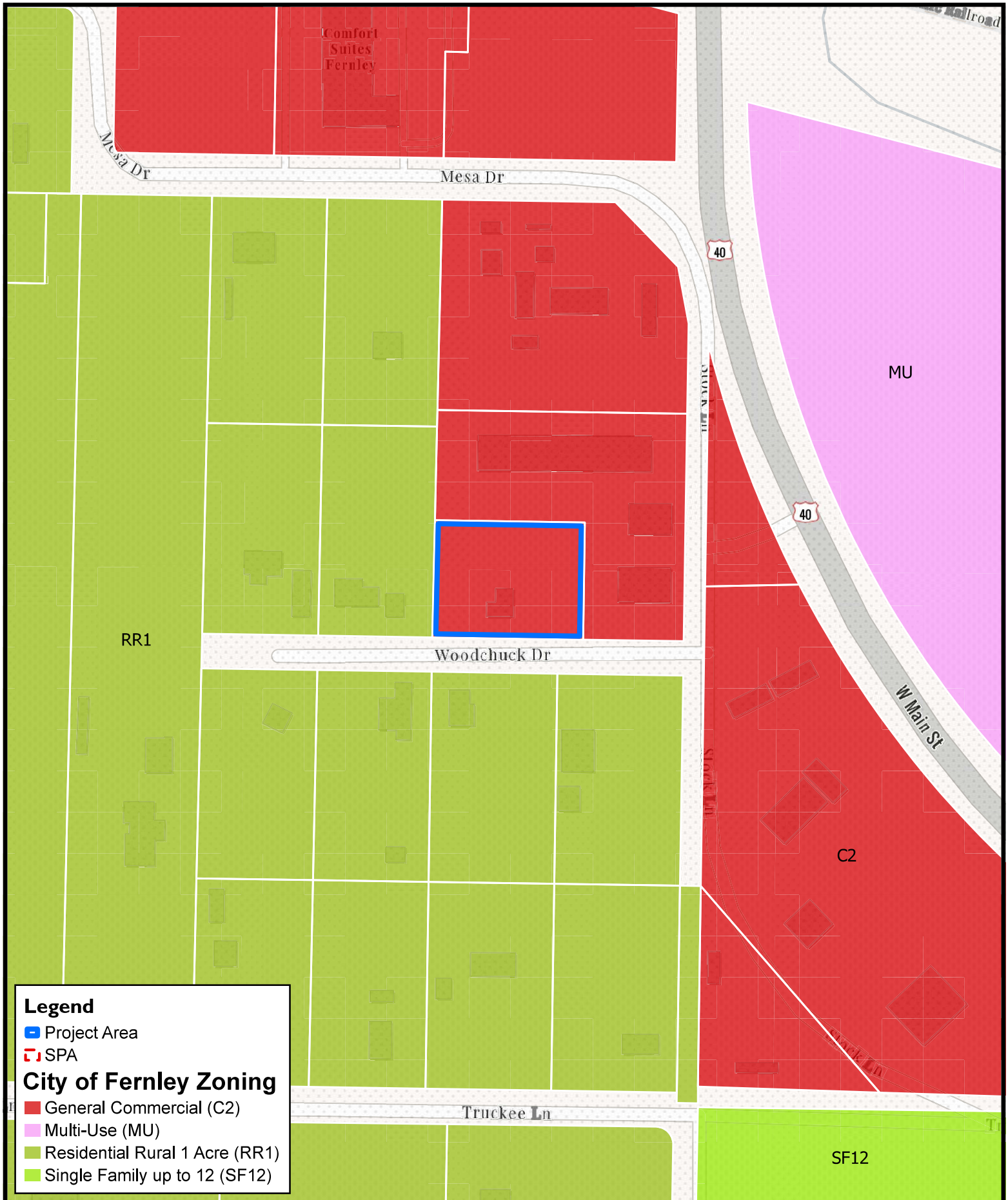
Existing Zoning

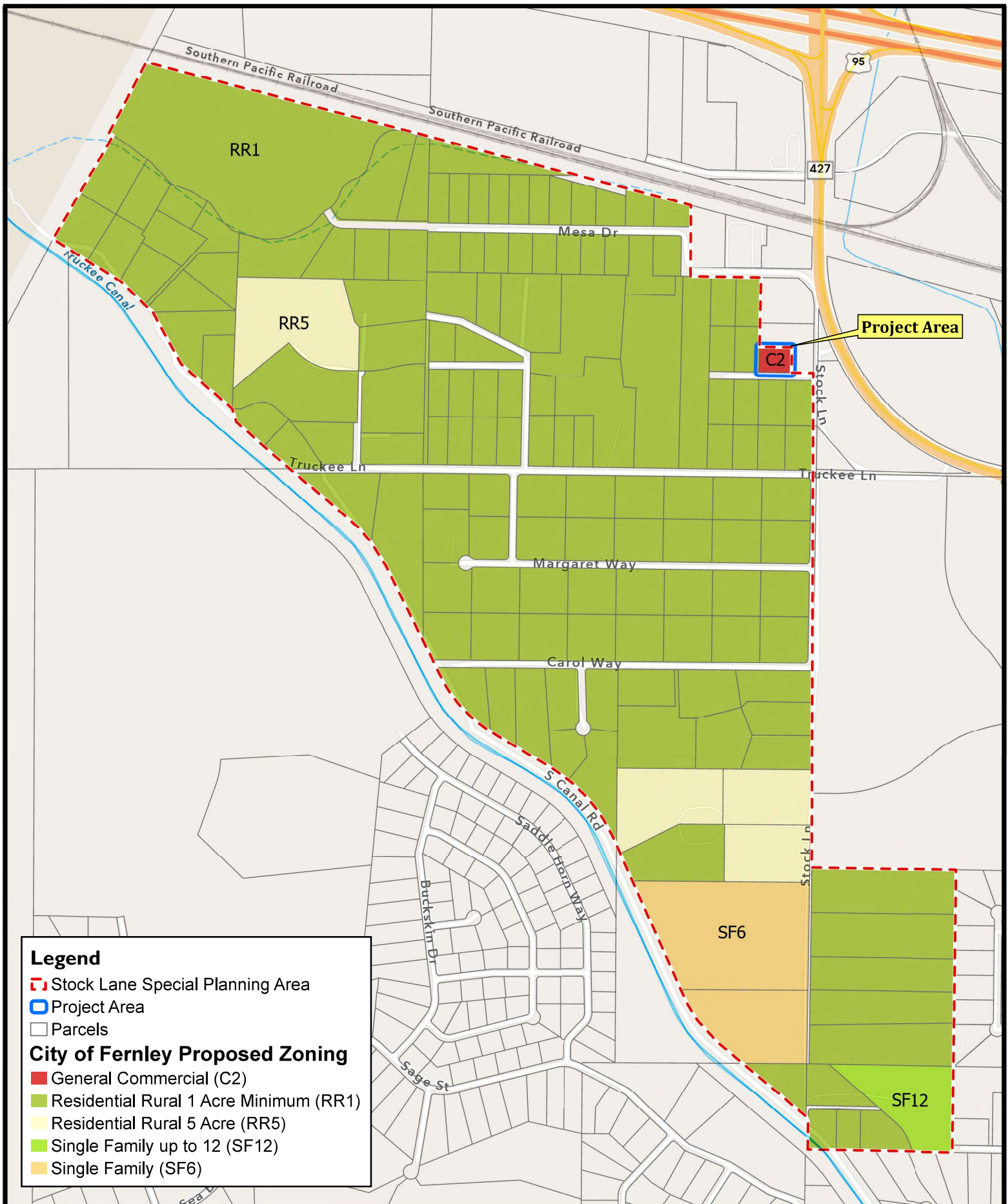
Woodchuck Dr, Fernley, NV

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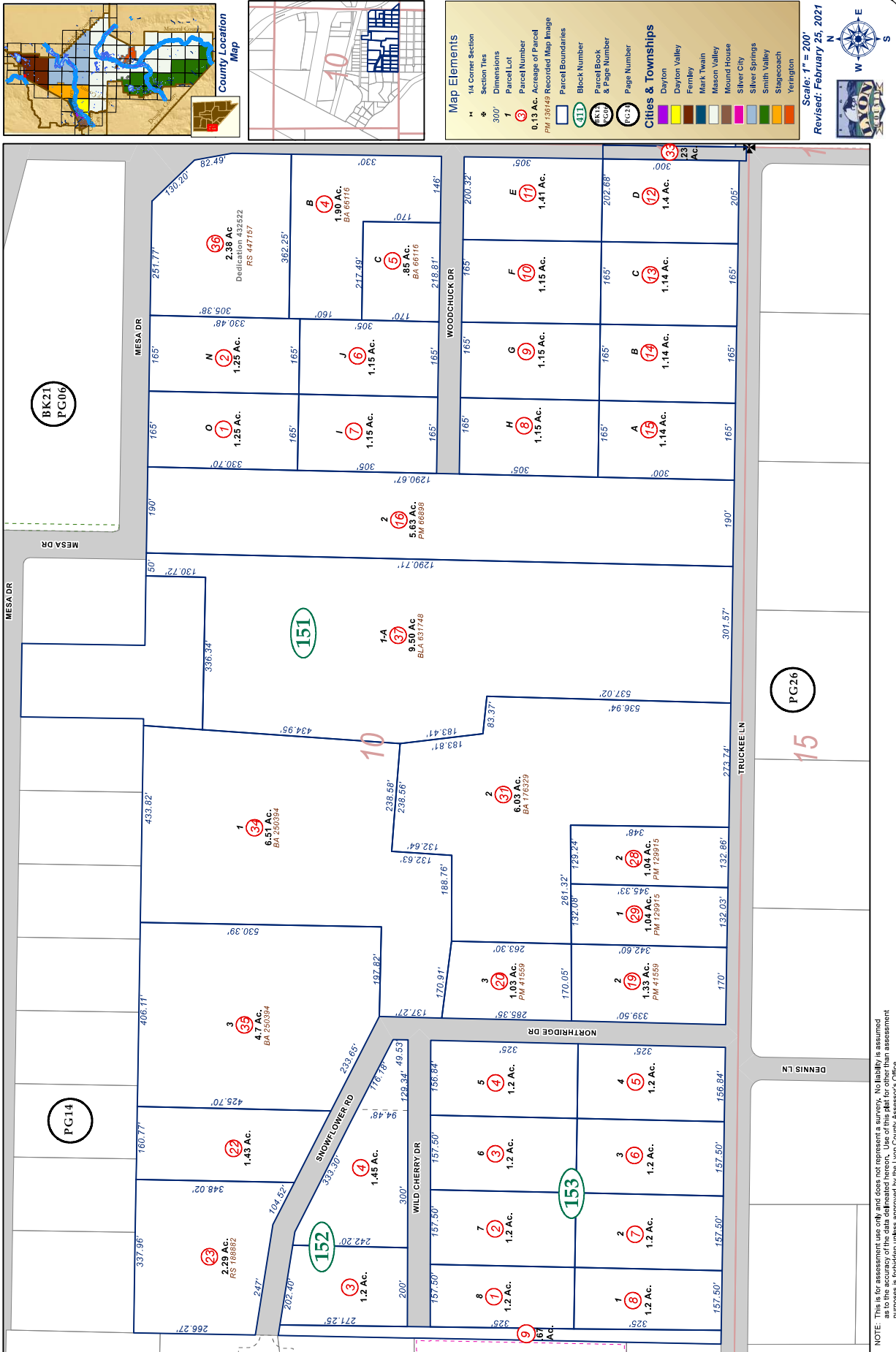


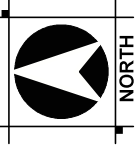
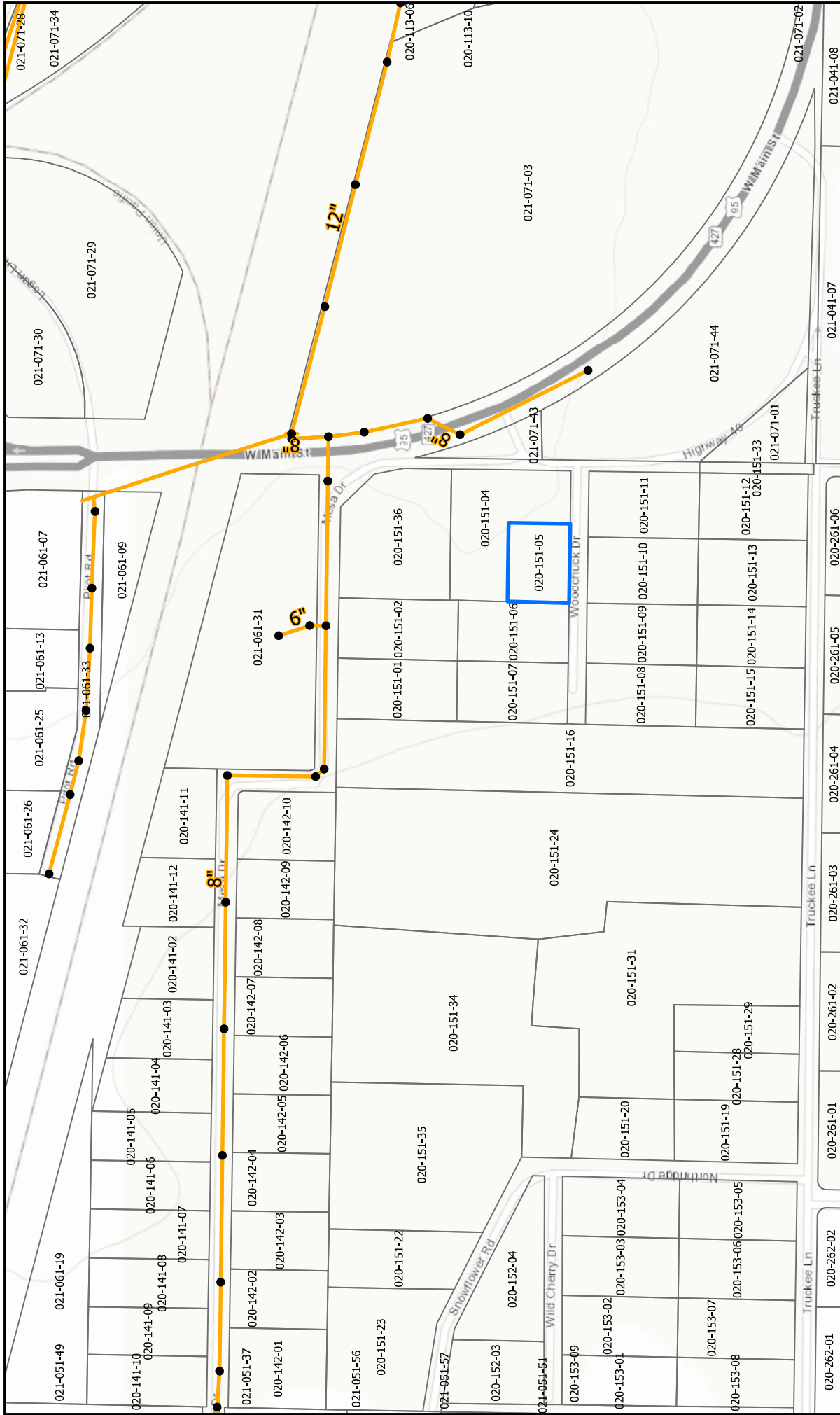




S 1/2 SE 1/4, Section 10, T20N-R24E, MD&M

20-15





Legend

Sewer Pipe

Manhole

840 PROJECT AREA SEWER INFRASTRUCTURE

840 WOODCHUCK DR.
FERNLEY, NV
SEPTEMBER 2024



WOOD ROGERS

Section 3

EXECUTIVE SUMMARY

Project Name: 840 Woodchuck Drive Commercial Master Plan and Zoning Map Amendments

Site Location: The project site is located at 840 Woodchuck Drive, a ± 0.85 -acre parcel located on the north side of Woodchuck Drive, ± 160 feet west of Old Highway 40, ± 425 feet west of West Main Street/SR-427, and $\pm 2,100$ feet south of the West Main Street/SR-427 entrance to Interstate-80, in the City of Fernley, NV.

APN Numbers: 020-151-05

Applicant: Douglass Development LLC

Applicant's Representative: Wood Rodgers, Inc., Attention: Eric Hasty

Owner: Daniel Douglass

Proposed Action: This application requests to:

- 1) Zoning Map Amendment on a ± 0.85 -acre parcel (APN 020-151-05) from Rural Residential 1-acre lots (RR-1) to General Commercial (C2);
- 2) Master Plan Amendment to change the Land Use designation from Rural Residential (RR) to Commercial (C).

Current Land Use Classification: Rural Residential (RR)

Proposed Land Use Classification: Commercial (C)

Current Zoning: Rural Residential 1 acre (RR-1)

Proposed Zoning: General Commercial (C2)

Flood Zone Designation: Zone X

Gross Site Area: ± 0.85 acre

ANALYSIS

Background / Existing Conditions

The Woodchuck Drive commercial property, APN 020-151-05 (± 0.85 acres), is located at 840 Woodchuck Drive (Refer to Vicinity map provided in Section 2 of this submittal packet). This entire property will be referred to as the "project site". The project site is developed with one $\pm 1,400$ square feet (sf) metal shop building with a bathroom and an office, on a concrete slab with one roll top garage-style door and an ± 225 sf wooden awning attached to the eastern side of the structure (Figure 1). The structure does not contain a kitchen, thus is not meant for residential use. The remaining

Figure 1: Existing commercial structure (from Woodchuck Dr facing north)



±35,400 sf of the project site is undeveloped permeable surface (Figure 2). This site has historically been used for commercial uses like vehicle and mechanical services and outdoor storage but is currently not occupied. The project site has chain link fencing on all sides and one gate to access the interior of the site along the southern property line via Woodchuck Drive to the east of the commercial structure.

Figure 2: Project site showing vacant portions of the parcel (from Woodchuck Dr facing northwest)



Master Plan and Zoning Designations

The City of Fernley's Comprehensive Master Plan (Master Plan) land use designation for the subject property is Rural Residential (RR), which allows single-family detached residences on lots typically smaller than 20 acres to a minimum size of 1 acre, and the project site is in the Rural Residential 1-acre (RR-1) zoning district. The project site has historically been used for commercial purposes for a number of years as indicated on the commercial building and access which currently exists on site. Therefore, the City of Fernley Planning Staff believes the existing land use designation and zoning district may be a clerical error in the wake of the Master Plan and Development Code update that occurred in 2020. In order to facilitate future continued commercial use of the project site that is inline with the historic uses and in conformance with the Master Plan and Development Code the site will require a change in land use designation that is in conformance with the Master Plan to ensure the zoning district supports the use. A zoning designation that supports the historical uses of auto shops is the General Commercial (C2) zoning district. However, this is not supported by the existing RR land use designation, thus the applicant seeking a Master Plan Amendment (MPA) to change the land use designation from RR to Commercial (C) and a Zoning Map Amendment (ZMA) to amend the zoning district from RR-1 to C2, *(Refer to the Master Plan and Zoning maps in Section 2 of this submittal packet)*.

Project Requests

The current request is seeking a:

- 1) Master Plan Amendment to change the land use designation from Rural Residential (RR) to Commercial (C); and
- 2) Zoning Map Amendment to change zoning district from Rural Residential 1-acre lots (RR-1) to General Commercial (C2).

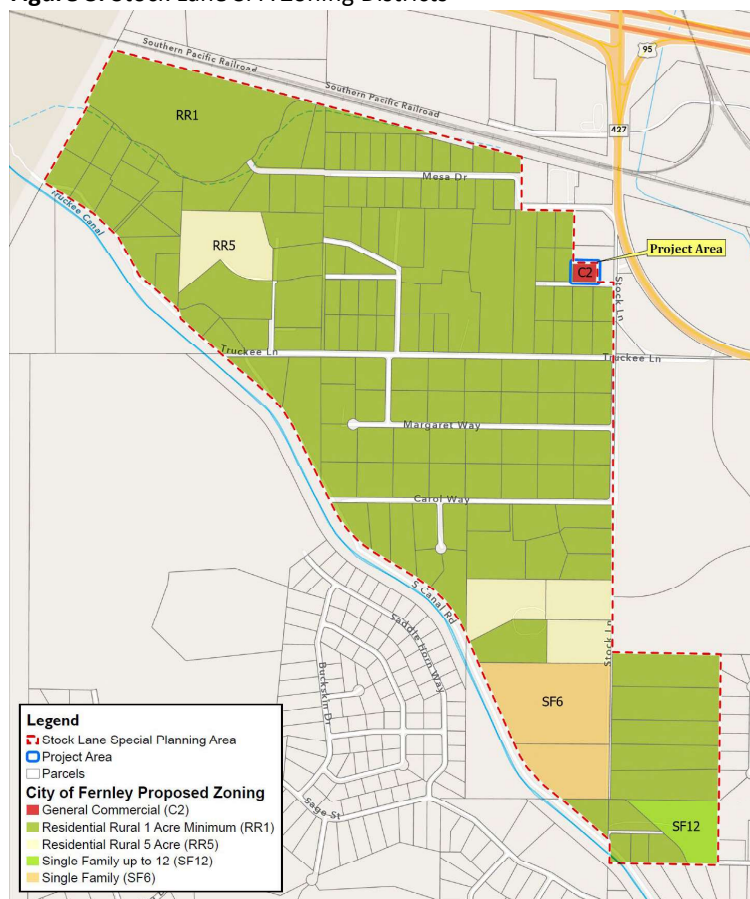
Justification for Requests

Master Plan Amendment

The City of Fernley has identified nine community principles to help guide the future prosperity of the community which have helped to shape the specific goals and policies found within the Master Plan. One of the guiding principles is **Ensure Compatibility** which includes how development fits in with the existing fabric of the community and supports interconnected development. This principle encourages development to be organized in a way to respect existing land uses and future growth opportunities. The proposed MPA is consistent with this guiding principle as it is seeking to align the historic commercial use of the property with the appropriate land use designation and will facilitate future utilization and/or development of the site that is compatible with the neighboring commercial uses.

As discussed below in the *Findings for Approval* section, allowing the site to be developed for commercial land uses aligns with several goals and action strategies of the Master Plan through encouraging development that is compatible with neighboring land uses on an underutilized site that is adequately served by public services and in close proximity to utility service connections.

Figure 3: Stock Lane SPA Zoning Districts



Stock Lane Special Planning Area (SPA)

The Master Plan specifically outlines a mapped area called the Stock Lane Special Planning Area (SPA) which includes the subject parcel (Refer to the Stock Lane SPA map in Section 2 of this submittal packet). The project site is along the eastern most boundary of the Stock Lane SPA. The Master Plan describes the Stock Lane SPA as follows:

*“Properties within the Stock Lane SPA are designated Rural Residential which limits minimum lot sizes to two (2) acres until such time as access is improved and City infrastructure is available to serve the area. Development within this SPA will remain focused on a low-density rural concept, with **little or no commercial development**. New development is encouraged to incorporate rural architectural features to compliment the character of the area.”*

Although the focus of the Stock Lane SPA is rural residential development, the SPA does allow for a small amount of commercial development. There are no other parcels in the Stock Lane SPA zoned for commercial use (Figure 3), thus if this

project site was zoned commercial it would help to satisfy the small portion of commercial development intended for the Stock Lane SPA.

One goal of the Stock Lane SPA is to protect certain areas of Fernley from development until such a time access is improved and City infrastructure is available to serve the area. As discussed in detail below, the site is in close proximity to City sewer and water infrastructure and access is already provided. Any future development of the site would be required to connect to city utility infrastructure, in alignment with the goals of the Stock Lane SPA.

Zoning Map Amendment

The project site, although zoned Rural Residential one acres lots (RR-1), has historically been used for commercial purposes and is surrounded to the north and east by other commercial uses. Furthermore, the site is less than one acre, which is less than the required minimum lot size in the RR-1 zoning district further supporting that this has intended to be a commercial lot. Not only is the lot size non-conforming to the existing zoning district, but the existing structure on site is commercial. The applicant is seeking a ZMA to align the zoning with the site size, use, and structure on site, as well as the allowed land uses of the parcel to the north and east.

C2 Zoning Justification

- ✓ *SITE HISTORICALLY USED FOR COMMERCIAL PURPOSES*
- ✓ *EXISTING COMMERCIAL STRUCTURE ON SITE*
- ✓ *LOT SIZE DOES NOT CONFORM TO EXISTING ZONING, BUT DOES CONFORM TO C2*
- ✓ *COMPATABILITY WITH ADJACENT COMMERCIAL LAND USES*

The purpose of the RR-1 district is to create and preserve areas where single-family, detached homes on one-acre lots with rural road standards are predominant; the maximum number of dwelling units that may be located in the district is one unit per one acre. Given this development standard, future development of this site as residential would not be in compliance as the lot size does not support the density minimum for the RR-1 zoning district. As a result, the parcel will remain underutilized, vacant, and the existing structure will continue to fall into blight due to vacancy. Additionally, retrofitting the existing structure to meet residential buildings codes would be infeasible. By modifying the zoning district to C2 future development of the site is possible, including utilization of the existing commercial structure.

Table 1: Adjacent Land Use and Zoning

Adjacent Properties	Zoning District	Master Plan Land Use Designation
<u>North and East</u> ±1.9 acre L-shaped Commercial parcel occupied by Fernley Self Storage, Quintero Tires and Wheels, Collected Bargains, and All 4 Paws ¹	C2	Suburban Mixed Use (SMU)
<u>West</u> ±1.15 acre Residential parcel occupied with a single-family residence	Rural Residential 1-acre RR-1	Rural Residential (RR)
<u>South</u> ±1.15 acre Residential parcel occupied with a single-family residence	Rural Residential 1-acre RR-1	Rural Residential (RR)

¹Refer to the Aerial Map in Section 2 of this submittal packet

The project site has commercial and residential adjacency with commercial land uses to the north and east and residential land uses to the south and west (see Table 1 above). It is important to note the Fernley Municipal Code (FMC) §32.09.030 (Adjacency Standards) outlines several development standards that must be met by development adjacent to residential development for any future commercial use to reduce impacts on adjacent residential development including, but not limited to, buffers from property lines, provisions for light trespass, noise, location of off-street parking, window placement to ensure residential privacy, and building height. Therefore, any future commercial development on site would be required to adhere to all applicable residential adjacency standards.

Site Characteristics

Access, Traffic, and Circulation

The project site is accessed via Woodchuck Drive, a 50-ft wide unpaved local roadway which provides access to Old Highway 40 to the east of the project site and access to the residential parcels to the west of the project site. This street does not provide through access to the west and terminates at the residential lots. Although the project site is only served by Woodchuck Drive, one parcel east is Old Highway 40 which serves other existing commercial parcels and has adequate capacity for additional commercial uses in the vicinity. A new commercial use on the project site would be able to accommodate traffic generated by commercial uses as it has historically done. The site is already well designed to accommodate commercial traffic and is large enough to allow future development to include separate onsite drive isles for ingress and egress and vehicle parking spaces, eliminating traffic impact to the portion of Woodchuck Drive serving the neighboring residential parcels to the west. Additionally, future development of the project site would require full site improvements including pavement, gutter and sidewalk on the portion of Woodchuck Drive which abuts the project site.

Sewer, Water, and Utilities

Adequate utilities to serve the site are available in the adjacent properties and can feasibly be extended to serve future development. The nearest city public sewer infrastructure is an 8-inch main located two parcels east of the site within SR-427/West Main Street and a 6-inch main located two parcels north of the site along Mesa Drive (*Refer to the Sewer Infrastructure Map in section 2 of this submittal packet*). The city operates a 20-inch water main and a 36-inch pressurized water main one parcel east of the site along Old Highway 40. If development occurs on the site in the future, it will be necessary for the developer to connect the parcel to the existing city sewer and water infrastructure to ensure compliance with local regulations and to provide reliable utility services for any new structures. This connection will facilitate access to clean water and efficient wastewater management, supporting sustainable growth and development on the property.

Dry utilities are serving the site. Southwest Gas and NV Energy provide gas and electrical service, respectively. Telephone service, cable television, and internet can be provided by AT&T or Spectrum.

Police & Fire

The project site is already served by existing police and fire services. Police protection is provided by the Lyon County Sheriff's office which maintains a substation adjacent to Fernley City Hall, 1.6-miles east of the project site. Fire protection is provided by the North Lyon County Fire Protection District Station 62, located 1-mile east of the parcel. The North Lyon County Fire District strives for response times of 4-7 minutes, and the project site is within a 3-minute drive from the project site, within the required response time for emergency vehicles. The subject site is located in a developed area near existing development that is already served by these agencies. The existing police and fire services of the area are well-equipped and prepared to adequately serve the future commercial development of the parcel, ensuring safety and security for all new establishments and neighboring residents and commercial tenants.

FINDINGS FOR APPROVAL

Pursuant to the City of Fernley Municipal Code Section 32.03.040(b)(6) *Findings for approval*, a master plan amendment may be approved if:

- 1) **The master plan amendment would implement the goals listed within the City of Fernley Master Plan as listed in the staff report;**
- 2) **The master plan amendment would be compatible with surrounding land uses; and**
- 3) **Public notice was given, and a public hearing held per the requirements of Nevada Revised Statutes and Fernley Development Code.**

Pursuant to the City of Fernley Municipal Code Section 32.03.040(e)(6) *Findings for approval*, a zoning map amendment may be approved if it is:

- 1) **Consistent with the city's Master Plan and otherwise consistent with state and federal law;**
- 2) **Consistent with the surrounding land uses; and**
- 3) **Public notice was given, and a public hearing held per the requirement of the development code and Nevada Revised Statutes.**

Note: Due to the similarity in the required master plan amendment (MPA) findings for approval and the zoning map amendment (ZMA) findings for approval, and to avoid repetitive or duplicative responses, the responses for both the MPA and ZMA findings for approval have been combined below.

1) *Implementation and Consistency with the City of Fernley Master Plan*

Response: The proposed MPA to change the land use designation of the ±0.85-acre subject parcel from RR to C and proposed ZMA to change the zoning district from RR-1 to C2 would help meet several of the goals and policies identified in the City's Master Plan, which are outlined below.

Applicable Master Plan Goals and Policies

LU.1.1 Encourage new development in area where adequate public services and facilities can be provided

LU.1.1.1 Require new development to provide its proportionate share of improvements to avoid a degradation of services for existing residents. This requirement will be applied regardless of project size in order to avoid incremental erosion of services and facilities.

LU.1.1.2 Encourage development of vacant or underutilized lands within the community core where adequate infrastructure and facilities currently exists.

LU.1.1.3 Require new development to provide certified, stamped studies demonstrating the impact proposed development will have on existing infrastructure and to provide improvements and/or funding in lieu of improvements in proportion to the impacts of the proposed projects on the city's roadway, sewer and water systems.

PSF.1.2 To the maximum extent possible, the costs of improvement, extension and construction of public facilities should be borne by those whose land development and redevelopment actions made such improvement, extension and construction necessary. A procedure is to be established that defines the responsibility for improvements of individual projects.

PSF.2.1 Insure an efficient, adequate and self-supporting wastewater collection treatment and disposal system that will meet the needs of the public and comply with federal, state and local clean water requirements.

PSF.2.1.3 Sewer costs directly attributable to new development shall be paid for by the new development. The cost of providing service shall include the cost of extending service lines or other necessary facilities to the individual project site.

Response: The project site is currently served by a well and septic which can support commercial uses within the existing commercial structure as well as certain allowed land uses under the C2 zoning that do not require any additional level of utility service. The site is not connected to nearby city water or sewer infrastructure, but these services are available nearby and could be feasibly extended to serve future development. The City has water mains ±175 ft east along Highway 40. The City has a 6-inch sewer main ±480 ft north along Mesa Drive and an 8-inch sewer main ±275 ft east along SR-427/West Main Street (*Refer to the Sewer Infrastructure Map in Section 2 of this submittal packet*). Although connection requirements are not necessary at the time of this application, upon any future development of the site the developer will be required to connect the site to the nearby city sewer and water infrastructure in order to ensure access to clean water and efficient wastewater management, supporting sustainable growth and development on the property. Additionally, the developed site is already served by the Lyon County Sheriff department and the North Lyon County Fire Protection District. The existing police and fire services of the area are well-equipped and prepared to adequately serve the future commercial development of the parcel, ensuring safety and security for all new establishments and neighboring residents and tenants. It is for the above reasons the proposed MPA and ZMA can be found consistent with Master Plan goals LU.1.1, PSF.1.2, PSF.2.1, and associated applicable policies.

LU.1.4 Ensure existing and future land uses are compatible.

LU.1.4.2 Projects shall be evaluated with the intent to promote land use compatibility; community design measures can increase compatibility among adjoining land uses.

LU.1.4.3 Prevent future suburban or urban residential subdivisions from locating residences next to principal arterials, freeways, or 300 feet from railroads. Effective shielding and buffering will be required to provide noise abatement with health and safety precautions.

LU.1.4.5 Require development plans to address conditions unique to the developing area and minimize impacts to adjacent properties.

Response: The project site is currently developed with an unoccupied commercial structure which, despite the parcels RR-1 zoning, has historically been used for commercial purposes. The RR-1 zoning district has a requirement that parcels be a minimum of one acre, meaning the project area is non-conforming to the existing zone district's development standards. The site is adjacent to commercially zoned and residentially zoned parcels, and the site is more compatible with the commercial zoning due to the size of the site, the historical use of the site, existing development on site, and the existing land uses of the parcel to the north and east of the site. These facts support that the parcel has always been planned for commercial use. This request will help bring the existing use into compliance with the master plan.

Additionally, the site sits between residential land uses and SR-427, allowing for any future commercial development on the site to buffer the existing residential land uses from the nearby highway. Furthermore, any future commercial development on the site will be required to incorporate all applicable development standards of FMC §32.09.030 (Adjacency Standards) which require commercial development adjacent to residentially zoned parcels implement development standards to conform with properties adjacent to residential development including, but not limited to, buffers from property lines, provisions for light trespass, noise, location of off-street parking, window placement to ensure residential privacy, and building height. It is for all the above reasons future land uses allowed under the proposed MPA and ZMA would be compatible with surrounding land uses, thus the proposed MPA and ZMA can be found consistent with Master Plan goal LU.1.4 and associated applicable policies.

LU.1.5 Promote infill development

Response: Although the project site is currently developed with a ±1,400 sf commercial building, due to the existing zoning this site is not in conformance with the master plan, and the existing use is not within conformance with the underlying land use and zoning. The proposed MPA and ZMA will bring the site into conformance and allow the underutilized site to be occupied and/or redeveloped in the future with updated structures. Future use of the site could be contained within the existing commercial structure, but vacancy of the site will most likely continue under the current zoning. It is for all of these reasons the proposed MPA and ZMA will promote utilization of the site and future development of the site, consistent with Master Plan goal LU.1.5.

2) Consistency and Compatibility with Surrounding Land Uses

Response: The proposed request is consistent and compatible with the surrounding land uses.

Surrounding Land Uses

NORTH and EAST – To the north and east of the project site is an L-shaped ±1.89-acre developed parcel with a land use designation of Suburban Mixed Use (SMU) and a zoning designation of C2. The site is occupied by three commercial structures: 1) a ±3,750 sf commercial structure occupied by Quinteros Tires and Wheels; 2) a ±2,400 sf commercial structure occupied by Collected Bargains, an antique and second hand store; and 3) a ±10,000 sf structure occupied by Fernley Self Storage, All 4 Paws dog grooming, and additional space for Collected Bargains antique and second hand store (*Refer to the Aerial Map in Section 2 of this submittal packet*). Beyond the neighboring parcel to the north/east, all parcels to the north and east for at least half a mile in each direction are zoned commercial or mixed use. The current use has always intended to be included in this commercial area and has been operating as part of this commercial area for a number of years.

SOUTH – Adjacent to the site to the south across Woodchuck Drive are parcels with the land use designation of RR and zoned RR-1 occupied by single family residences on lots greater than one acre (±1.15 acre to ±1.41 acre).

WEST – Directly west of the site is a ±1.15-acre residential parcel with a land use designation of RR and a zoning designation of RR-1 developed with a single-family residence.

The project site, as discussed previously, is already developed with a commercial structure and has historically been used for commercial purposes. In order for areas of the city to transition seamlessly from residential to commercial zones and reduce impacts of commercial development on neighboring residential land uses, the city has included in the municipal code several residential adjacency standards of which future commercial development at this site would be required to adhere to including but not limited to: buffers from property lines, provisions for light trespass, noise, location of off-street parking, window placement to ensure residential privacy, and building height. The Master Plan outlines several areas of the city where commercial and residential land use designations will neighbor each other, thus these adjacency standards of the municipal code bring compatibility to different land uses and encourage cohesive transitions from zone to zone. That being said, the project site is adjacent to zoned residential and zoned commercial areas, and the site is more consistent and compatible with the nearby commercially zoned parcels for several reasons:

- A. **Size of the site:** The project site is ±0.85-acres. Zoning for the RR-1 zone district requires sites be a minimum of one acre, where as the adjacent C2 zoning to the north and east allows sites to have a minimum lot size of 6,000 sf (±.137 acre) and no maximum lot size requirements. The existing lot size is non-conforming to the RR-1 zoning district and is in conformance with the C2 zoning district.
- B. **Existing structure on site:** The site is currently developed with an existing ±1,400 sf metal commercial structure with a roll top garage door on a concrete slab designed for commercial use like a repair or mechanic shop. Retrofitting the existing structure for residential purposes to meet existing residential building code would be infeasible compared to utilization of the structure for commercial purposes.

- C. **Historic use of the site.** Despite the site having the RR land use designation and the RR-1 zoning district, it has historically been used for commercial purposes, with the most recent commercial use being for a business called Cycle Pads servicing motorcycles and ATVs.
- D. **Surrounding land uses.** As described above, the surrounding land uses to the north and east are well established commercial land uses in the C2 zoning district, compatible and consistent with commercial land use of the subject parcel. Additionally, further east across Old Highway 40 is a parcel occupied by the Nevada Highway Patrol and the Nevada Department of Transportation, two high traffic land uses bordered by a state highway. In order to ensure continued land use compatibility with the neighboring residential parcels to the south and west all future development projects on site will need to incorporate all applicable residential adjacency development standards.

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

Response: The Applicant acknowledges that public notice and a public hearing are required per the development code and Nevada Revised Statutes and ensures that these actions will be carried out as part of the project process.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 18, 2024

REPORT TO: Mayor and City Council

REPORT FROM:

FINANCIAL IMPACT:

Yes:

No:

CURRENTLY BUDGETED:

Yes:

No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM:

Possible Action to consider canceling the January 1st City Council Meeting.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 18, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Benjamin Marchant, City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

100-900-900

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and Possible Action to Approve proposal to complete a Public Safety Feasibility Study with Center for Public Safety Management, LLC, CPSM for an amount not to exceed \$150,122.00

AGENDA ITEM BRIEF:

Effectiveness of proposed municipal programs for police, fire, the courts, and services in the City of Fernley.

RECOMMENDED MOTION:

" I move to approve the Public Safety Feasibility Study with CPSM for an amount not to exceed \$150,122.00 "

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may:

Do nothing and maintain existing services with Lyon County Sheriff's Department and North Lyon County Fire Protection District.

BACKGROUND:

To discuss the proposal for the Public Safety Feasibility Study in alignment with the City of Fernley FY2021-2026 Strategic Plan Goals, focusing on community engagement, partnerships, and evaluation of municipal services.

Goal 4 - Increase opportunities for civic engagement and community building

Goal 5 - Maintain strong partnerships with public agencies and community organizations

5.2.3 Develop a plan for future police protection with the City of Fernley. Feasibility study to assess Police, Fire and EMS are upon approval by City Council.

Goal 6 - Ensure municipal services meet the needs and expectations of the community

6.1.3 Evaluate the need and benefits of conducting a GAP analysis of individual community services.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Upon approval, a contract will define termination, liability and legal requirements.

FINANCIAL IMPLICATIONS:

Not included in the FY24/25 budget, however funds are available in contingency.

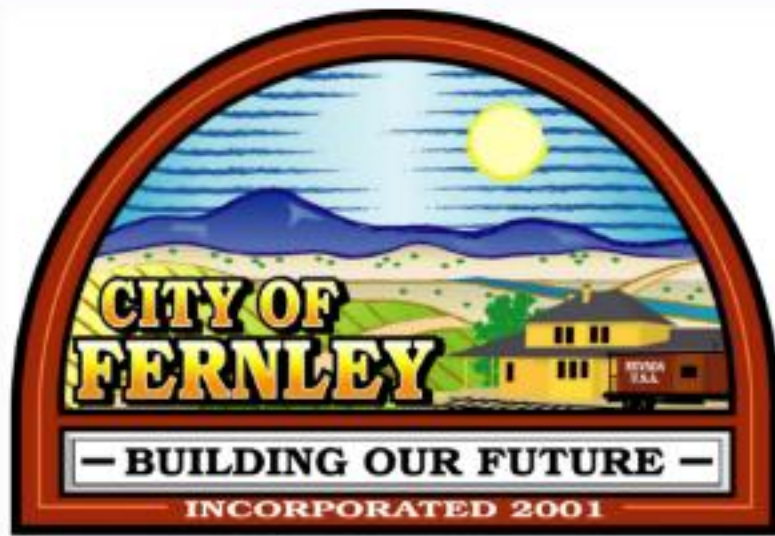
ATTACHMENTS:

1. Fernley proposal CPMS 111224

PROPOSAL FOR

POLICE, FIRE, AND EMS OPERATIONAL FEASIBILITY STUDY

FERNLEY, NEVADA



CPSM[®]

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET NW, SUITE 702 • WASHINGTON, DC 20001
WWW.CPSM.US • 616-813-3782

ICMA

Exclusive Provider of Public Safety Technical Services for
International City/County Management Association



Center for Public Safety Management, LLC

November 6, 2024

Benjamin Marchant
City Manager
595 Silver Lace Boulevard
Fernley, Nevada 89408

Dear Mr. Marchant;

The *Center for Public Safety Management, LLC, (CPSM)* as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal to the City of Fernley, Nevada for a comprehensive analysis of its police and fire departments.

The CPSM approach is unique and more comprehensive than CALEA accreditation or competitor studies.

In general, our analysis involves the following major outcomes:

- Conduct a forensic data analysis to identify actual workload and locations of incidents that will create a picture of the "as-is" condition of service delivery and service demands. We will look at all facets of the services being provided by Lyon County Sheriff Department to establish workloads and service demands. We will utilize GIS to locate calls for service that drive workload to determine the ideal staffing for the city. Similarly, we will conduct the same analysis on the fire department.
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function for policing and firefighting. We will look at "as is" as well as recommendations for either a future department or the continued relationship with Lyon County.
- Examine the departments' organizational structure and culture and provide an example should the city pursue its own department.
- Perform gap analysis, comparing the "as is" state of the departments to the industry's best practices.
- Recommend a management framework to ensure accountability, increased efficiency, enhanced safety for responders and the community, and improved performance.
- Determine staffing analysis using workload and performance using research conducted by ICMA, IPMA-HR, CPSE, ISO, CALEA, and CPSM.

This project will also include the following deliverables:

- Analysis of Lyon County Sheriff Department (LCSD) and public service unit costs.
- Current, proposed, and optimal levels of service for the law enforcement program. We will use records from the Computer Aided Dispatch system to calculate the time that is required to respond to calls for service in the city and create a picture of the "as is" situation for policing. We will compare this with the staffing levels assigned and develop the basis for what should be assigned.
- Effectiveness of proposed municipal programs for police, fire, the courts, and services in the City of Fernley.

- Organizational plans for the proposed program, including an organizational chart comparison to the existing LCSD, staffing projections, and an estimated timeline to transition between service models. CPSM notes that receipt of equipment can require up to two years at the present time.
- Other findings from the review of fire and law enforcement services.
- Presentation to the community during the development of the report to gather feedback and input. We would propose to do this via Zoom but are open to alternatives with which the City has been successfully engaging its citizens

From our research, Fernley is a new city (2001) with 22,895 residents. It is part of the Reno-Tahoe-Sparks Metropolitan area in Lyon County, Nevada. The sheriff's department reports in its annual publication that it was 91% staffed in 2023. Policing for Fernley is from the Northern Command which is under the supervision of a Chief Deputy based in Fernley. There are 19 to 20 assigned to the Northern Command which showed 30% more traffic stops in 2023 and a reduction in response times to 10:06 for Priority 1 calls in 2023 which was at 26:30 the year prior.

CPSM works with CALEA and many other professional policing organizations to strategically deploy police resources. It works with NFPA, CPSE, IAFC, and the U.S. Fire Administration as well as the National Association of EMT's and National Association of Emergency Room Physicians on fire and EMS. The team for this project will include members who have managed, organized, and created departments as well as assisting larger county agencies with management of law enforcement.

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of emergency services subject matter experts. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience from hundreds of projects completed for municipalities nationwide.

The team we assemble for you will be true "subject matter experts" with hands-on emergency services experience, not research assistants, long-time retirees, or interns.

CPSM has built upon nearly 40 years of research by ICMA and other academic researchers to develop the **CPSM Data Analytic Report™**. While other firms conduct interviews, charettes, and other intelligence gathering, only CPSM combines those processes by forensically analyzing and reporting an agency's workload and performance which incorporates metrics for future analysis of deployment change. CPSM and ICMA developed the "60% rule" that was authored by one of our SME's which serves as one more benchmark for staffing of police agencies and is often cited by CALEA as a best practice. That report is currently being updated by the current CPSM team of researchers.

ICMA has provided direct services to local governments worldwide for more than 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. My colleagues at CPSM and I greatly appreciate this opportunity and would be pleased to address any comments you may have. I will be the authorized signatory on any documents and can be reached at 616-813-3782 or via email at twieczorek@cpsm.us.

Sincerely,



Thomas J. Wieczorek
Director

COMPANY BACKGROUND: THE ASSOCIATION & THE COMPANY

International City/County Management Association (ICMA)

The [International City/County Management Association \(ICMA.org\)](http://www.icma.org) is a 109-year-old, non-profit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to their citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its website, www.icma.org, publications, research, professional development, and membership.

Center for Public Safety Management (CPSM)

The ICMA [Center for Public Safety Management \(ICMA/CPSM www.cpsm.us\)](http://www.cpsm.us) was launched in 2006 by ICMA to provide support to local governments in the areas of police, fire, and Emergency Medical Services. It has remained focused on public safety issues with the addition of dispatch, strategic planning, and Homeland Security.

The Center also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security. In 2014 as part of a restructuring at ICMA, the Center for Public Safety Management (CPSM) spun out as a separate company and is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA, PERF, IACP, IFCA, IPMA-HR, DOJ, BJA, COPS, NFPA, etc.

The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it had for ICMA. We use our team of eight employees and 30+ SME's to respond to the team our client has identified. With such expertise, we are able to evaluate all sizes of organizations that face challenges from every perspective. CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices.

We have conducted over 450 such studies in 46 states and provinces and more than 300 communities ranging in population size 269 (Bald Head Island, NC) to 800,000 (Indianapolis, IN).

STATEMENT OF UNDERSTANDING: MEET YOUR TEAM – LAW ENFORCEMENT

OBJECTIVE

Review existing contracts and correspondence with the Lyon County Sheriff's Department ("LCSD") for law enforcement services to:

- a.) determine and analyze current pricing on a per service unit basis and
- b.) explore the feasibility of creating a municipal police force in Fernley to replace those services with comparable services.

CURRENT LAW ENFORCEMENT SERVICES

Law enforcement services are currently provided through Lyon County Sheriff's Department which has its northern commander based in Fernley

QUALIFICATIONS

The purpose of this study is to determine the actual costs per service unit, compare costs with a municipal police force and understand the start-up costs to create a municipal police force if necessary. Municipal police force as examined in this study would fully replace existing services provided to the City by the LCSD.

The management organizational chart for the project includes the following key team members



CORPORATE COMPLIANCE POLICE UNIT

PROJECT MANAGER

THOMAS WIECZOREK

Director, Center for Public Safety Management; retired City Manager Ionia, MI; former Executive Director Center for Public Safety Excellence



BACKGROUND

Thomas Wieczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.).

He has taught numerous programs for the International City-County Management Association, CALEA, Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), State of Michigan's Transportation Asset Management Council, and Grand Rapids Community College. He often testified for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past president of the Michigan Local Government Manager's Association (MLGMA, now MME); served as the vice-chairperson of the Commission on Fire Officer Designation; served as ICMA's representative on the International Accreditation Service (IAS), a wholly owned subsidiary of the International Code Council (ICC); and currently serves on the NFPA 1710 and 1730 committee (as well as the committee to merge the standards into NFPA 1750).

He worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." It has been presented in 43 states and has been assigned a course number by the DHS. He represents ICMA on the Emergency Management Assistance Compact (EMAC) Board and other fire service participation areas. In 2022 he worked with ICMA to create a FEMA program on economic recovery from disasters for local government managers. It has been delivered via webinar and in person across the United States.

He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

FORENSIC DATA ANALYSIS TEAM

DATA ASSESSMENT TEAM – PROJECT LEADER

DOV CHELST, PH.D.

Director of Quantitative Analysis



BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national and international conferences, and participated in workshops across the country.

SENIOR PUBLIC SAFETY SUBJECT MATTER EXPERT -- GIS

DAVID MARTIN, PH.D.

Senior Researcher in the Center for Urban Studies, Wayne State University

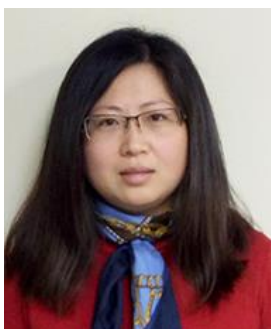


BACKGROUND

Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects, he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites. He is an expert in the use of mapping technology to analyze calls for service workload and deployments.

PUBLIC SAFETY DATA ANALYST

SHAN ZHOU, PH.D.



BACKGROUND

Dr. Shan Zhou specializes in the analysis of police data. Shan brings extensive experience in scientific and clinical data analysis. Prior to CPSM, she worked as an associate scientist at Yale School of Medicine. Shan has a MS in Business Analytics and Project Management from the University of Connecticut and a PhD in Cell biology, Genetics and

Development from University of Minnesota.

OPERATIONS ASSESSMENT TEAM

POLICE PROJECT MANAGER

CHIEF CRAIG JUNGINGER (RET), BS, MPA

Retired Chief of Police, Gresham, Oregon, former Huntington Beach Police Captain



BACKGROUND

Chief Junginger had over 38 years' experience as a law enforcement professional. He served as the Chief of the Gresham, Oregon Police from December 2008 until his retirement in June 2016. Gresham is a community with a population of 110,000 just to the east of Portland. He led a department of 130 sworn officers and 47 civilian employees, with a budget of \$31 million. He also served on the board of the Oregon Police Chief's Association.

Chief Junginger began his career at the Bell-Cudahy Police department in 1979. He worked as a K-9 Officer, Detective, and Patrol Officer. In 1985 he transferred to the Huntington Beach Police Department where he remained until his retirement in November 2008. While at Huntington Beach, he was a Patrol Officer, Beach Detail Officer, Field Training Officer, SWAT Officer, Traffic Motor Officers, Community Policing Officer, and Narcotics Detective. In 1999 he was promoted to Sergeant where he worked Patrol, Downtown Foot Beat, Support Services, Vice and Intelligence and Internal Affairs. He was promoted to Lieutenant in 2003 and worked as the Community Policing Commander responsible for all major event planning, Watch Commander and as the Chief's Executive Officer. In 2007 he was promoted to the rank of Captain and was assigned to Administrative Operations consisting of Communications, Budget, Personnel, and Property and Evidence.

He holds a master's degree from California State University, Long Beach, a bachelor's degree from University of La Verne and an associate degree from Rio Hondo Community College.

He attended the FBI National Academy Class 224 in Quantico Virginia, California Post Command College, West Point Leadership Program, POST Executive Development Program and the POST Supervisory Leadership Institute. While in Command College he was published for his article "How will we train police recruits of the millennial generation in the year 2012," and as the Chief of Gresham he was published for an article he authored on leadership.

He was awarded the Medal of Valor in 1989 for his encounter with an armed bank robber.

TEAM LEADS

VICTOR LAURIA

Retired Assistant Police Chief, Novi Police Department

BACKGROUND

Victor Lauria retired as an Assistant Chief of Police with the Novi Police Department after serving the community for nearly 28 years. Over the course of his career, he has served in a wide variety of positions which include police officer, K-9 handler, detective, undercover narcotics detective, crisis negotiator and numerous supervisory positions. In 2009, the City of Novi combined their police and fire administrations into a Public Safety Administration. Victor was responsible for various supervisory roles within the Police and Fire Departments.



Victor earned a Bachelor of Science degree from Northern Michigan University, a Master of Science, with a concentration in Emergency Management, from Eastern Michigan University and he holds a graduate certificate from the University of Virginia. He also attended the 250th Session of the Federal Bureau of Investigations National Academy in Quantico, Virginia. He is also certified as Firefighter I and Firefighter II by the State of Michigan.

Mr. Lauria is currently employed as a faculty member at Madonna University. He is the Interim Chairperson of the Criminal Justice Department and the Program Director for the Emergency Management, Fire Science and Occupational Safety and Health programs. He instructs a wide variety of undergraduate and graduate

courses. He is a regular guest lecturer at Eastern Michigan University's Police Staff and Command Executive Leadership Program.

TEAM LEADS

CHIEF JARROD BURGUAN, B.S., M.A.

Chief of Police, San Bernardino Police Department

BACKGROUND



Chief Burguan served 29 years in local law enforcement, with 10 years of that experience in senior management positions. He retired as the Chief of Police for the San Bernardino (Ca) Police Department in 2019.

During his career, Chief Burguan worked a variety of assignments in the patrol, traffic, investigative and administrative divisions of the department. He has the unique experience of managing a police department through a municipal bankruptcy while maintaining day to day operational effectiveness. He has been an invited speaker at conferences and training events throughout the country and

internationally on police response to active shooter events following both an elementary school active shooter in 2016 and the 2015 terrorist attack in San Bernardino.

Since retiring from the department in 2019, Chief Burguan has continued to work as a consultant for municipal government and media organizations and has served as an advisor for the Department of Justice – ICITAP program. He holds a bachelor's degree in business and a master's degree in management from the University of Redlands. He is also a graduate of the California Command College, the FBI's Law Enforcement Executive Development program and the Senior Management Institute for Police through the PERF.

SENIOR ASSOCIATE

DEPUTY CHIEF WAYNE HILTZ (RET)

Former Interim Chief of Police at Pasadena and Irwindale Police Departments

BACKGROUND



Wayne has 33 years of experience in municipal law enforcement. This includes a broad range of experience in nearly every facet of policing from patrol, gang enforcement, and undercover narcotics to internal affairs investigations and community relations. The last 13 years were spent at command and executive levels. In his capacity as Deputy Police Chief, he served as the chief operating officer of the Pasadena Police Department, responsible for all day-to-day operations including internal audits and inspections. As well, he was responsible for operations related to the Tournament of Roses Parade and Rose Bowl events to include World Cup Soccer and BCS Championship games. For a period of nearly two years, he served in the capacity of Interim Chief of Police at both the Pasadena and

Irwindale Police Departments.

He has extensive experience in managing budgets and has served as a budget instructor for the California Commission on Peace Officer Standards and Training. He was selected by the Los Angeles County Police Chiefs Association to represent the 45 member agencies in negotiations for Homeland Security Grants for a three-year period. He also served as President of the San Gabriel Peace Officers Association. He has served on the boards of community-based organizations with focus on addressing homeless issues, substance abuse, and juvenile violence. Wayne holds a Bachelor of Science degree in Police Science and Administration from California State University at Los Angeles. Executive training includes the FBI Southwest Command College and the Senior Management Institute for Police.

SENIOR ASSOCIATE

DEPUTY CHIEF MARTIN BAEZA, B.A., M.A.

Retired Deputy Chief, Los Angeles Police Department



BACKGROUND

Deputy Chief Baeza served with the Los Angeles Police Department for thirty-two years and spent the last fourteen years in senior management positions. His depth of experience includes a variety of assignments in Patrol Operations, Detective, Specialized Divisions and Administrative Offices.

He retired from the Los Angeles Police Department as the Commanding Officer of the Personnel and Training Bureau overseeing Human Resources and training for all sworn and non-sworn employees of the Department.

He led various Operational Commands and the Police Academy. He restructured crime reduction strategies, implemented smart policing concepts and community engagement programs. He was recognized for his creative community policing incentives and was a two-time recipient of the Excellence in Leadership Award for Community Policing.

Chief Baeza was invited to participate as a Los Angeles Police Department International Delegate in Abu Dhabi, United Arab Emirates. He presented best practices in community engagement and training development. Deputy Chief Baeza held a variety of leadership positions throughout the Department and has been involved in training police officers at all levels. He served as the Los Angeles Police Academy Director and oversaw the successful re-certification. His experience includes instructing in the Field Training Officer Program, Police

Leadership, Supervisor, and the Executive Command Development Courses. He has been an invited speaker on various topics in leadership.

Deputy Chief Baeza led recruitment, hiring and the deployment of all human resources of the organization which encompassed 13,000 employees. He established a Traffic Group to oversee traffic commands and evaluate traffic policies and procedures. Additionally, his responsibilities included oversight of fleet, information technology and Behavioral Science Services. He was a standing member of the categorical use of force board and was integral in the assessment of policy, use of force tactics, procedural justice, and best practices.

Deputy Chief Baeza possesses a Bachelor of Science degree in Applied Business and Management and a Master of Arts in Organizational Management from Azusa Pacific University. He is also a graduate of the West Point Leadership Program, Senior Management Institute for Policing and the University of Southern California, Sol Price School of Public Policy, Executive Leadership Program.

SENIOR ASSOCIATE



CHIEF DAVID SWING

Chief of Police, Pleasanton

BACKGROUND

Chief David Swing is a 28-year law enforcement professional having served in a wide variety of assignments from Reserve Officer to Police Chief. Swing served most of his professional career in Morgan Hill, California starting as a Reserve Officer and rising to the rank of Chief for nine years. Swing is currently serving as the Chief of Police in Pleasanton, California.

Chief Swing is active in the law enforcement profession as a Past President and current board member of the California Police Chiefs Association. Swing developed an understanding of stop data demographics while representing California Police Chiefs for nearly four years on the Racial and Identity Profiling Act board including the Stop Data and Evidence Based Practices sub-committee.

Chief Swing worked a wide variety of assignments to include FTO and SWAT Operator, Detective Sergeant through all leadership positions of a small police agency. Chief Swing is passionate about enhancing the organization's response to domestic violence and has been involved in the topic for decades. His broad base of experience also includes Police Management instructor for budgeting and strategic and succession planning. Chief Swing earned a bachelor's degree in public relations and Master's degree in Public Administration and is a graduate of POST Command College.

Swing brings a strategic focus to his work having developed multiple strategic plans aligning the work and budget of the Department to community expectations and Council goals.

SENIOR ASSOCIATE



DEPUTY CHIEF JASON CLAWSON, M.S.

Retired Deputy Chief, Pasadena

Jason is a veteran of the U.S. Navy and has 31 years of experience in municipal law enforcement operations, serving the citizens of Pasadena, California.

Jason has worked in many ranks across various divisions to include Patrol Operations, a gang suppression team, Vice/Narcotics, S.W.A.T. and Detectives. Jason is an expert handling neighborhood quality of life issues by focusing on premise liability, prevention, intervention and enforcement methods. He led a Safe Streets Task Force while assigned as a Task Force Supervisor with the Federal Bureau of Investigation, focusing on the transnational gang problem stemming from Central America.

He has coordinated jurisdictional Mutual Aid, Critical Incident Response Team operations, and focused on problem locations through Community Policing efforts in high crime zones. Jason has served as the Press Information Officer where he directed and coordinated the activities within the Office of the Police Chief; audits and inspections; and the on-going review of policy and procedures. He served as the Project Director of a \$2.5 million dollar grant from the Bureau of State and Community Corrections focusing on reintegration efforts of previously incarcerated community members.

Jason has participated in the development of goals, objectives, and key performance indicators for assigned divisional functions as well developing and administering divisional budgets, to include developing a Homeless Initiative to combat Mental Health and Homelessness.

For the last 8 months of 2022, Jason served as the Interim Police Chief for the City of Pasadena where he drafted and presented the department's \$97,000,000 budget, conducted Administrative Reviews, worked out salary resolutions, oversaw the implementation of a new Computer Aided Dispatch / Records Management System, and navigated the installment of a police oversight commission and independent police auditor, until his retirement from service in January 2023.

Jason received his master's degree in organizational leadership from Union Institute & University in Los Angeles, California. He was also the recipient of the Police Chief's Special Award for Excellence in 2006, the Freemason's United States Constitutional Observance Award in 2010, and was the Pasadena Police Foundation's Officer of the year in 2021. He is a lifetime member of the California Narcotic Officer's Association and sits on the executive board of the Flintridge Center's Vision 20/20 Advisory Council.

PROPOSED POLICE SERVICES: THE CPSM APPROACH

The CPSM team developed a standardized approach to conducting analyses of Police and Sheriff's departments by combining the experience sets of dozens of subject matter experts.

CPSM does caution that the first “pinch point” we usually experience is at the data and information collection stages. Depending on the cooperation of the Sheriff's Department and dispatch, we begin projects with a request for data, documents, and worksheets.

Next, we extract raw data on calls for service from an agency's computer-aided dispatch system. The data are sorted and analyzed to identify performance indicators (i.e., response times, workload by time, multiple unit dispatching, etc.) for comparison to industry benchmarks. Performance indicators are valuable measures of agency efficiency and effectiveness. The findings are shown in tabular as well as graphic form and follow a standard format for presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

CPSM conducts an on-site operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site review, agencies are asked to compile several key operational documents (i.e., policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to assess compliance with the provided written documentation.

As a result of on-site visits and data assessments, our subject matter experts produce a SWOT analysis (strengths, weaknesses, opportunities, and threats) of the department. We have found that this standardized approach ensures that we measure and observe all the critical components of agencies.

Additionally, this methodology can be integrated with ongoing support customized to the unique needs of your community. Strategic planning, risk assessment, and training services are also available to assist with the implementation of CPSM recommendations and developing new processes and programs that may arise as implementation evolves and that may include formation of a new department.

The following information describes the CPSM approach to studying, understanding, evaluating, and reporting on Police and Sheriff's departments around the country. Although no two departments are the same, a standardized approach to department evaluation ensures a rigorous and methodological process that permits benchmarking, comparing, and assessing within the context of the best practices of American law enforcement. However, each locality has unique characteristics that present policing challenges. Integrating a standardized approach within the context of local variability permits an accurate assessment of the organization in its political environment, and further permits CPSM to offer recommendations that comport with the best practices in policing yet customized for the client community.

Data....why data?

CPSM has found that there are tremendous amounts of data collected on a daily, even hourly basis on many departments. The challenge is how to access that data; how to clean that data; how to quantify that data; and how to present the product so that everyone understands.

CPSM does not use hypotheticals. We don't use “national averages” upon which to base our client team's individual recommendations and findings. We begin analyzing your data to establish your performance and paint a complete picture of how you are served by WCSD deploying with the accompanying results.

It is critical to have data and one of the biggest challenges for departments because rarely do they have the depth of our analytical team and its decades of research and trademarked processes. If we are going to recommend change and if our client team is going to make change – they need data to measure how it impacted their outcomes. It's not good enough to say, "this is what happens wherever." We need to provide you with the tools and launch point so that you can measure and report to your stakeholders – citizens, elected officials, appointed officials, and staff – how those changes affected the outcome.

The raw Computer Aided Dispatch data and our process is like a financial audit. No city, county or community ever imagines just skipping the annual audit. It's usually a mandate in the charter or state law. Yet we find few communities are willing to extend the same effort to delve into the operations of their largest emergency response departments whose actions can literally be life and death. Our process is the same for each community so that we can build national data reporting tables and compare you to like demographics, but we create our recommendations and findings based on your individual performance. The CAD system is also the official record of public safety services for communities. Like minute books for the County clerk, it is the record of times and actions taken by your response community. The information at dispatch needs to be collected; it needs to be correct; and it should be a resource to assist with decision making daily.

CPSM ensures this information and system is working and correct before we proceed to other facets of our work.

Dispatch Metrics

CPSM will look at the dispatch center to determine how often calls remain in the queue, trends on when lengthy queues develop, and whether the dispatch center is evaluating their operations on a regular basis to determine if they are meeting national standards and benchmarks.

The time that a fire, Police/Sheriff's, or EMS call occurs and for an alarm to be raised can vary from community to community. In urban, rural, and remote areas, it can be lengthy periods of time before a situation is noticed and the alert raised. In commuter communities, larcenies and break-ins may not be noticed until morning or people return home from work. These types of calls should be tracked independent of true emergencies to not corrupt the ongoing analysis of response times.

The travel time will be reviewed by our expert Geographic Information and Data division.

Our data team will also begin to produce analytics that look at statistical information reported and compiled by a wide variety of agencies. Crime rate comparisons, clearance rates, crime trends analysis, and other information will be integrated with our client team information that they will be uploading to a secure site for our subject matter experts' review.

For Phase II and armed with information about the statistical picture of the department, our Operations Team will work with the client team to evaluate the following major areas of operations. Combining the "as is" and what the police department currently looks like, allows the CPSM team to work with our community team to determine what they would like the police deployment to look like as well as determine operational costs.

I. Benchmark the Community

It is essential to understand the service levels, protection needs, community dynamics, and overall environment within which the Sheriff's department operates.

The CPSM study may involve interviews directed at stakeholders in the community, which could include elected officials and employee labor representatives who would be contacted to solicit their opinions about the department, the public safety needs of their constituency, and the perceived gaps in service levels currently provided. CPSM may work with the agency to identify community members that can provide this important information. Additionally, the department will be compared to organizations of similar size with respect to crime, demographics, and cost-efficiency.



CPSM reviews Census Information that may flag key demographics to be studied further: are there minority populations and are there disparities in service? In actions? In communication?

II. Patrol Operations

Police and Sheriff's agencies routinely speak about "recommended officers per 1,000 population" or a "National Standard" for staffing or comparisons to other municipalities.

There are no such standards, nor are there "recommended numbers of "officer per thousand". The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions."

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few law enforcement agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time that should exist, consistent with the local government's ability to fund.

CPSM's team of doctoral level experts in Operations Research in Public Safety have created The **CPSM Patrol Workload & Deployment Analysis System®** with the ability to produce detailed information on workload even in those agencies without sophisticated management information systems.

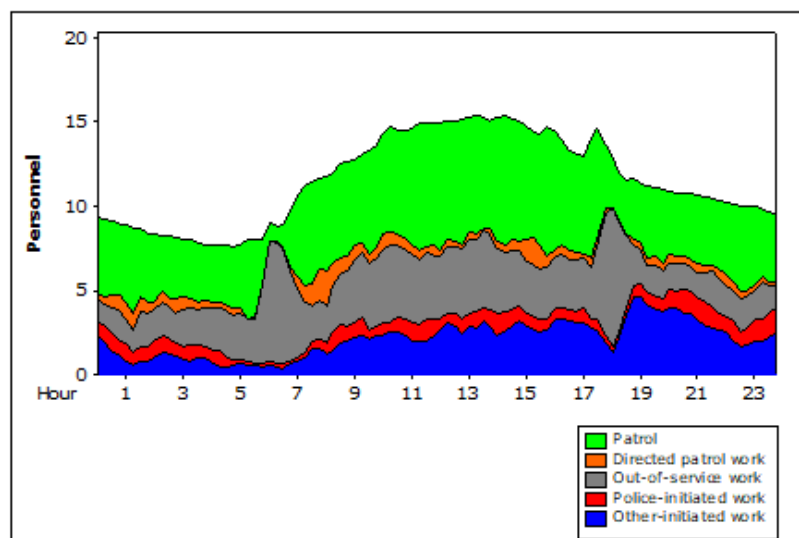
Using the raw data extracted from the department's CAD system our team converts calls for service into service workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information, the department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other activities – including special events).

Service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount of time required to handle calls for service from inception to completion. Various types of service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph below demonstrates this difference in units.

CPSM has found that the most effective way to manage operations, including policing, is to make decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally, the time necessary to conduct proactive activities (such as team-led enforcement, directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the community with a meaningful methodology to determine appropriate costing allocation models.

Figure 7: Deployment and Main Workload, Weekdays, Summer



Workload vs. deployment analysis sample

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see, we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So, in this example, at noon there are

approximately 9 hours of work (including citizen-initiated and officer-initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 15 officer-hours of available resources meaning that at that hour, on average, of the 15 officers on duty 9 are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a community wants and is willing to pay for.

CPSM White Paper on Staffing

CPSM and ICMA conducted research on staffing for police departments that led to a white paper released in 2013. More than 50 departments' data was analyzed for staffing, workload, and patrol trends across 24/7 and 365 days a year.

The subsequent white paper has been regularly used and quoted by the International Chiefs of Police, the Commission for Accreditation of Law Enforcement Agencies (CALEA), the Police Executive Research Forum (PERF) and most consultants.

The white paper found that a best practice for evaluating departments would position 60 percent of the sworn resources into patrol activities. In addition, no more than 60% of their total available time would be encumbered with calls for service.

The research showed that when the 60% encumbered level was exceeded, officers moved from proactive into reactive mode. In other words, officers expected additional calls for service, understood there were no free resources, and thus disengaged and awaited dispatch to the next call in the queue at dispatch.

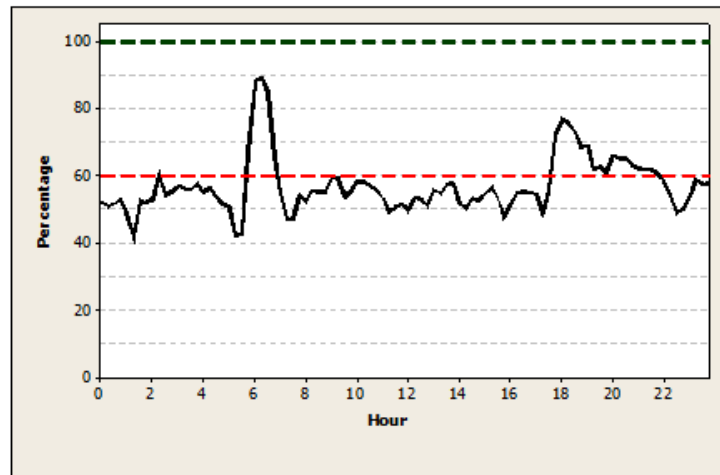
CPSM assembles the information on how much “time” is available, what various demands require against that time, and calculates a Saturation Index along with when the 60% is exceeded.

Using this data-driven approach, communities can determine how much un-encumbered time they desire and where they would like that time dedicated. It also allows communities to determine if additional staffing is needed, when, and how much.

The CPSM study will result in the calculation of service demands placed on the department, workload levels, service times for calls for service, and response times. The product of this analysis is the variance between service demands and available personnel, and appropriate recommendations made for staffing levels and an optimal deployment schedule to meet these service demands. This permits exploration of the following questions:

- What are the service demands made by the public as measured through the CAD system?
- Based on workload is the staffing deployment appropriate?
- Based on the workload, is the shift schedule aligned appropriately and what alternatives to the current shift plan are most efficient?
- How many officers and supervisors are needed to staff the patrol function in order to meet the workload demands placed on the agency?
- How long does it take to respond to calls for service (both response time and total time) and what ways are there to reduce these times?
- How many officers are assigned to each call and what are the ways to minimize these assignments?
- What categories of call, and in what frequency, does the agency handle and what measures can be adopted to minimize unnecessary responses?
- How much time is spent on administrative duties?
- How much time is spent on directed patrol activities and specialized enforcement?

Figure 8: Workload Percentage by Hour, Weekdays, Summer

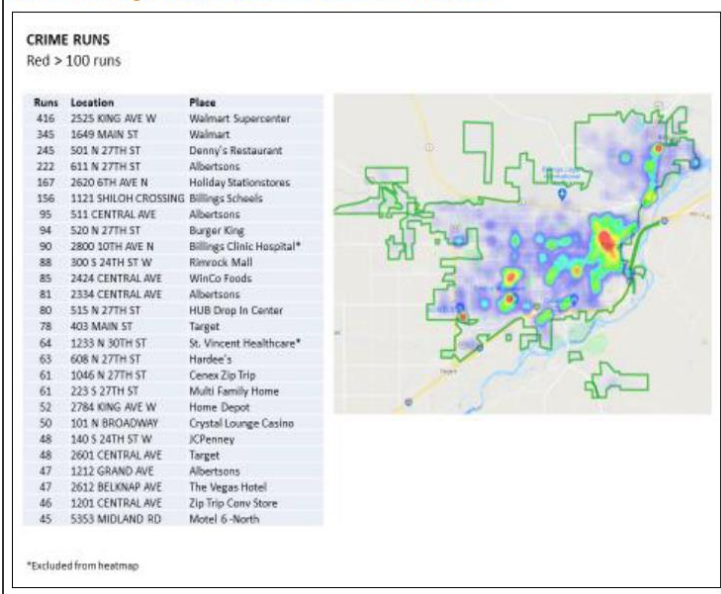


Workload vs. Deployment – Weekdays, Summer

Avg. Workload:	6.5 officers per hour
Avg. % Deployed (SI):	57 percent
Peak SI:	89 percent
Peak SI Time:	6:15 a.m.

In addition to the analysis of patrol operations from the CAD system and workload, the CPSM study will focus on the qualitative aspects of patrol. The study will observe officers on patrol through ride-alongs, interviews, and general observations. We will amass all available documents, plans, and data available to understand the patrol approach in the department. We will observe the special operations teams, the problem/nuisance unit, etc. to evaluate their role within the overall mission of the department and patrol operations. We will evaluate the performance of the units, identify improvement opportunities, and justify and recommend appropriate staffing levels

FIGURE 4-3: High-volume Locations for Crime Calls, 2019



Our GIS team will use the analyzed data sets to identify high crime

locations, high accident locations, and “repeat calls for service” locations.

The CPSM study will also evaluate the implementation of technology on patrol, weapons available, and equipment used with opportunities for improvement.

CPSM advocates community policing as its operational philosophy. The CPSM study would evaluate the implementation of community policing, in quantifiable and anecdotal terms, and identify improvement opportunities where appropriate.

Similarly, the CPSM study would evaluate the relationship of patrol operations with the rest of the department and community. How do these work? Can they work better?

To what extent does this bureau work, coordinate, and communicate with the other operational and support functions of the department and other entities? How should it? What are the strategic, management, and planning functions of the department with regards to the patrol function and how does patrol operations respond to the mission of the organization? How are crime, traffic, disorder, and quality of life problems handled?

III. Investigations

The CPSM study will assess investigations – both reactive and proactive. The CPSM team will explore the following questions:

- Staffing – Are there enough investigators available to handle the workload?
- Workload – What is the workload; how many cases do investigators handle; is the specialization appropriate?
- Effectiveness & Efficiency – How much time does it take to investigate cases? Are victims kept informed? Are cases cleared and offenders held accountable? How much overtime is spent?
- Intelligence – How is intelligence gathered and disseminated (inside and outside the department)? Does the investigations' function make use of intelligence?
- Civilianization opportunities – What are the potential areas for civilianization?
- Technological opportunities – Is technology being leveraged to improve investigations?
- Crime scene – Are crime scenes being processed efficiently, and are appropriate follow-up investigations being conducted?

Using the information compiled, CPSM will be able to recommend what level of investigation is needed should the city form its own department and at what cost.

IV. Administration and Support

Once again, CPSM will evaluate every administrative and support unit in the police department. This evaluation will involve:

- Staffing.
- Workload.
- Civilianization possibilities.
- Cost saving opportunities.
- Outsourcing opportunities;
- Best practice comparisons and opportunities for improvement.

Departments across the country are struggling with recruitment, retention, and attracting candidates for sworn positions. We will look at opportunities that the department can use non-sworn personnel for non-criminal activities and keep sworn officers available for calls for service requiring certified officers.

The CPSM team has subject matter experts in police management and administration and will explore administration and support activities in the area of professional standards (Internal investigations, hiring and recruitment, disciplinary system, promotional system), training (both academy and in-service), records management, evaluating the critical, frequent, and high liability policies, facility, fleet, equipment, information technology, property management system, laboratory, planning and research, sick-time management, overtime, communications and dispatch, etc.

In general, we look at every unit identified as a discrete operational/support entity for the following:

- Describe the functions of the unit.
- Evaluate the performance of the unit. In most cases this is a quantitative evaluation, but in units not appropriate for quantification, a qualitative evaluation is provided
- Identification of improvement opportunities
- An evaluation and justification, and recommendation for appropriate staffing levels.

V. Organizational Culture

During the operational evaluation described above, organizational "themes" emerge. What does the department "think" about providing Sheriff's service to the community and how does this thinking align with the stated mission and department policies? How does the department interact with the community and internally with its own members? In general, what is the culture of the organization?

The culture of an organization reflects its members and the community it serves. Through focus groups, interviews, and observations, the CPSM team will evaluate operational readiness and need. This part of the CPSM study is critical to the overall success of the project as it provides a better understanding of the department and how the workload, staffing, and community dynamics shape the mission, goals, operations, and needs of the organization. In addition, as an option, every member of the department can be given the opportunity to participate in an anonymous survey. This survey is designed to understand the culture of the department, assess internal and external communications, and determine what it "thinks" about various elements of organizational life.

VI. Health and Safety

Officer health and mental health are extremely important. In 2022, more officers died from suicide than in other line-of-duty incidents.

CPSM will review what programs the department has in place and during interviews, charrettes, and focus groups will seek to determine how those programs are being received. Any new department should include a comprehensive health and safety component

VII. Performance Management

The overarching philosophy of the CPSM approach is to evaluate the department in terms of performance management. Identifying workload, staffing, and best practices is just the beginning. It is also important to assess the organization's ability to carry out its mission.

Essentially, does the department know its goals, and how does it know they are being met. It is very difficult for an organization to succeed at any given level of staffing unless it has a clear picture of success. How does the department "think" about its mission, how does it identify and measure what's important to the community, how does it communicate internally and externally, how does it hold managers accountable, and how does it know the job is getting done? The CPSM team will evaluate the department and make recommendations to assist with improving capacity in this area, if necessary.

FIRE AND EMS PROJECT UNDERSTANDING AND PROJECT WORK PLAN

Project Understanding

CPSM understands the City of Fernley desires an assessment of the current Fire and EMS services provided to the city by the contracted fire protection district. CPSM further understands the city desires an assessment with costing and revenue options that outlines the creation of a City of Fernley Fire, EMS, and Community Risk Reduction Department. This project includes a thorough assessment of current services to include fire protection, EMS ground transport, community risk reduction, and associated fees for these services to include ambulance billing. This assessment will provide the CPSM Fire and EMS team with the foundational information needed to outline a platform and associated costs for the City of Fernley to create a city Fire, EMS, and Community Risk Reduction Department.

Project Management Approach

CPSM assigns a project manager to each project it performs. Our project manager is responsible for all aspects of project execution and contractual compliance. Chief Joe Pozzo will be the project manager for this project. He will serve as the main point of contact for City. He will lead our project team in performing the required scope of services in accordance with the contract scope of work, CPSM's quality standards, and the established project budget and schedule.

Chief Pozzo has led more than 85 similar fire, rescue, and EMS projects and will ensure that CPSM performs, with the same exceptional quality and service for which CPSM is recognized, the required plan development facilitation services.

Project Kickoff and Communications

After the contract award, our Project Manager will arrange an initial virtual meeting with key City staff to discuss our approach to the project scope of work, as well as begin the stakeholder dialogue that will drive the project's success. Our project manager will solicit input on our proposed approach and schedule and document the mutually agreed upon final plan that CPSM will follow to complete the project.

When CPSM is engaged in a project for a client, we make our project team accessible to our client and available to support the project as needed to ensure successful performance. We have found that by collaboratively partnering with our clients, we are able to work more effectively and efficiently while ensuring a more comprehensive assessment and report. At the project kickoff meeting, we will introduce our project team to the City's project team and share our team's contact information as well as the draft project schedule. This step facilitates better project communication and performance.

Information Requested from the City and Service Providers

CPSM will request information and/or data from the City and contracted Fire and EMS service provider. This will include computer aided dispatch data and the National Information Reporting System (NFIRS) call data for Fire and EMS responses, and response data from the EMS service provider. Additional information from the City will be requested regarding service delivery contracts, community risk and growth, budget and infrastructure information, and other associated documents/information required to complete the Fire and EMS assessment.

While performing onsite information gathering and stakeholder meetings, CPSM would like access to adequate meeting rooms and city staff assistance and/or participation, as needed.

Scope of Work

CPSM's project team will perform the required scope of work for the City of Fernley Fire and EMS Assessment project to include the following:

- Conduct a gap analysis that examines current and future Fire and EMS Service delivery and develop levels of service with costing for a City of Fernley Fire, EMS, and Community Risk Reduction department:
 - A comprehensive response workload, response time, and resiliency data analysis of Fire and EMS service providers.
 - A comprehensive review of all Fire and EMS system components.
 - Benchmark current service deliverables against industry and national standards, and best practices.
 - Analysis of existing and projected future Fire and EMS service agreements.
 - Analysis of existing Fire and EMS staffing concentration and equipment deployment to include cost per response, cost per capita and impact on the general fund.
 - Analyze the city's risk profile, Fire and EMS demand, and where the demand is occurring as it relates to current Fire and EMS deployment.
 - Analysis of current station distribution as this relates to Fire and EMS demand and response travel time as benchmarked against the NFPA 1710 standard and ISO-PPC benchmarking.
 - Fire station location analysis.
 - An analysis of alternatives for Fire and EMS service delivery in Fernley to include the cost and projected timeline for the city to implement a City of Fernley Fire, EMS, and Community Risk Reduction Department. Develop comparable levels of service and cost of the current Fire and EMS services to a city department providing Fire and EMS services.
 - EMS ground transport analysis to include EMS billing , payer mix assessment, and potential revenues the city may garner to offset EMS ground transport.
 - Conduct a digital community survey, analyze responses, and include summary in draft and final reports.
 - Analysis of potential funding alternatives for the City of Fernley Fire, EMS, and Community Risk Reduction Department.
- Facilitate stakeholder meetings (internal and external) and conduct a community survey to achieve the following:
 - Creation of open dialogue with city leadership and the community to identify Fire and EMS Strengths, Weaknesses, Opportunities, Threats, and community and city leadership desired outcomes and expectations.
 - Facilitate/conduct a community stakeholder meeting.
- Identification of the critical issues (service level, funding, contractual costs) facing the city now and over the next potential Fire and EMS contract period.
- Develop a report that includes a gap analysis of the current Fire and EMS services and recommendations regarding Fire and EMS service delivery for the City of Fernley to include the creation of a City of Fernley Fire, EMS, and Community Risk Reduction Department.

Project Timeline

CPSM proposes the following project timeline to deliver the draft Fire and EMS Utilization Analysis document. The timeline includes development and delivery of comprehensive response workload data analysis, site visit, and Fire and EMS Utilization Analysis.

CPSM anticipates this project will take 180-200 days and will track as outlined here.

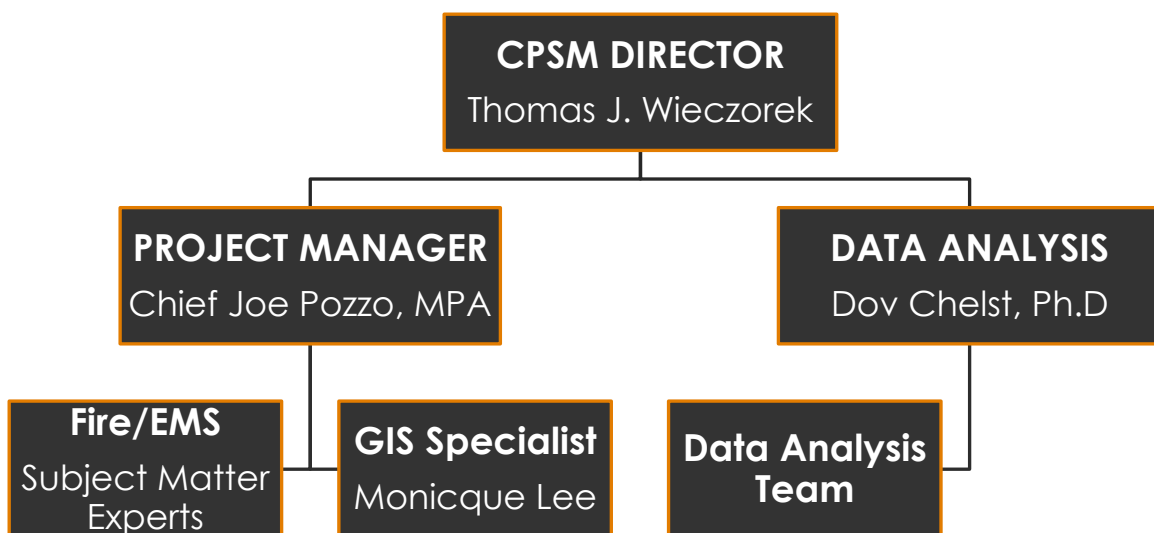
Project Component	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Project Kickoff							
Initial Preparatory Meetings							
Develop Internal Stakeholder Sessions							
Develop External Stakeholder Processes							
Site Visit for In-Person Meetings and Analysis and Community Meeting							
Develop External Community Survey							
Post External Survey							
Workload and Response Time Analysis							
Deliver Draft Workload and Response Time Analysis							
Complete External Survey Analysis							
Develop Fire and EMS Assessment and Recommendations							
Deliver Fire and EMS Assessment to City							
CPSM Progress Meetings (Virtual)							

CITY OF FERNLEY FIRE AND EMS TEAM

For this project, CPSM will assemble a premier team of experts from a variety of Fire and Emergency Services disciplines from across the United States, and that have extensive Fire and EMS, and financial experience. The goal is to develop recommendations, provide alternatives, and develop action plans that will produce the outcomes necessary to provide Fire and EMS services consistent with the vision, goals, and objectives of the city.

The City of Fernley project team will consist of a project manager and senior public safety experts selected from our staff to meet the specific needs of the city. All proposed team members have experience in Fire and EMS utilization analysis project work and are available to participate in the City of Fernley project.

Project Management Organizational Chart



SENIOR MANAGER: FIRE AND EMS – PROJECT MANAGER

FIRE CHIEF, JOSEPH E. POZZO (RET.), MPA, CFOD

Former Director of Public Protection for Volusia County, Florida; Former Assistant Director of Human Resources, Volusia County, FL; Former Deputy Director, Volusia County Department of Public Protection; former Director and Fire Chief, Volusia County, Florida, former Fire Chief, Loudon County, Virginia, former Fire Chief Portsmouth, Virginia.

BACKGROUND



Joe Pozzo has a forty (40) year career in public service, and most recently served as the Director of Public Protection for Volusia County, Florida where he provided executive leadership to the Fire, EMS, Emergency Management, Corrections, Animal Control, and Beach Safety divisions. The Public Protection Department is the largest department in Volusia County and includes 945+ employees, an EMS Division that responds to 80,000 calls per year, an all-hazards Emergency Management Division, and a Fire Division that responds to 23,000 calls/year utilizing ALS staffed apparatus.

From March 2015 to September of 2018, Joe served as the Assistant Director of Human Resources for Volusia County, Florida (3,200 employees), where he managed the employee relations, benefits administration, and occupational health services functions and teams, as well as assist in the management and negotiation of six collective bargaining agreements/units. Joe was also involved in developing and implementing the county's Diversity and Inclusion initiative.

Joe has also served as the Deputy Director of the Department of Public Protection Volusia County, Florida, where he was responsible for the day-to-day operations of Fire, EMS, Emergency Management, Medical Examiner, Beach Safety, Corrections, and Animal Services. He was formerly Fire Chief of Volusia County Fire Services, where he developed and implemented a service model designed to introduce EMS transport into the agency, incorporate fleet efficiencies, and enhance the wild land/urban interface efforts.

Prior to Chief Pozzo's appointment in Volusia County in 2010, he served as the Chief of the Loudoun County Department of Fire and Rescue. This agency is a combination fire and rescue system providing fire, rescue, and emergency management services in one of the fastest growing counties in the nation. The fire and rescue system during Chief Pozzo's tenure provided these services to over 275,000 permanent residents living in 520 square miles of diverse suburban and rural area located within the National Capital Region. Services were executed through 450+ career staff 1400+ volunteer members operating out of 19 stations.

Prior to his appointment with Loudoun County, Chief Pozzo served as Chief of the Portsmouth Fire, Rescue and Emergency Services Department. This agency is one of the oldest professional departments on the eastern seaboard and served over 100,000 residents during Chief Pozzo's tenure. Chief Pozzo also served in the City of Virginia Beach, Va. Fire Department for 19 years, reaching the level of Deputy Fire Marshal and then Battalion Chief prior to embarking on his career as a Fire Chief/Director.

Joe holds a Master of Public Administration degree from Troy University, a B.A. in Public Administration from Saint Leo University, and numerous public safety technical certifications. Chief Pozzo also holds the **Chief Fire Officer Designation** from the Center for Public Safety Excellence.

SENIOR ASSOCIATE: EMERGENCY MEDICAL SERVICES

EXECUTIVE DIRECTOR, JASON BRADY, DBA, MBA, MICP, NRP, CCEMT-P, CSSBB



Executive Director, Emergency Medical Services for University Hospital – Newark, NJ;

Former Director of EMS for Volusia County, Florida; Former Director of Emergency Medical Services, Macon, GA; Former Director of Operations, RMT Schaumburg, IL.

BACKGROUND

Director Brady has a thirty (30) year career in public service, and currently serves as the Executive Director of EMS for University Hospital – Newark, NJ where he provides executive leadership to ground ALS / BLS 911 operations, NJ State Police Medivac program (JEMSTAR), FBI-Newark SWAT Blue Team – medical coordination unit, New Jersey Task Force Operations, EMS Urban Heavy & Technical Rescue Operations, New Jersey Port Authority Operations for both Liberty International Airport and the Newark Seaport. Additionally, Director Brady oversees the Northern New Jersey Medical Coordinating Center (MCC) which involves medical surveillance activities for over 35 hospitals, and lastly Director Brady oversees the UHEMS Special Operations Group (SOG) with special emphasis on preparedness, emergency operational strike teams that are multidisciplinary. University Hospital EMS has approximately 300 Full-Time Staff Members, forty-five (45) Ambulances, and answers over 110K calls for service annually.

From July of 2019 through July of 2021 Director Brady served as the Director of EMS for Volusia County Florida. In this roll Director Brady modernized fleet operations, championed for advanced equipment, training and employee engagement. Director Brady's time made a lasting impact with significant innovative practices to allow Volusia County EMS to reach both operational and clinical high performance that meets best practices nationally. Volusia County's service area includes 1200 Square Miles with Urban and Rural landscape. Volusia County operates 28 ambulances at peak time, has nearly 250 uniformed personnel and responses to approximately 75K calls for service annually.

Prior to Director Brady's appointment in Volusia County in 2019, he served as the EMS Director of Navicent Health. This agency is a hospital Based 911 EMS agency. Navicent Health is the second largest Hospital in Georgia and is a primary tertiary center with Level 1 Trauma Center. Navicent EMS provides coverage to an area of just over 1200 square miles that encompassed four (4) counties. Navicent Health EMS answers approximately 80K calls for service a year with a fleet size of 37 ambulances including three Neonatal Specialty Transport ambulances in support of Navicent's Children's Hospital which responded to calls for service for twenty-six counties across Central and South GA.

Director Brady has also served in Fire and EMS agencies in Virginia, and Illinois in various roles that include Chief Flight Medic, Senior Paramedic, QA/QI/Training Coordinator, and Director of Operations.

Director Brady holds the Degree of Doctor of Business Administration in Healthcare Administration from Liberty University, a Master of Business Administration from Southern New Hampshire University, and a Bachelor of Science in Health Science in Emergency Medical Services Management from The George Washington University. Jason is a Nationally Registered Paramedic, a New Jersey Licensed MICP, and a certified Fire Fighter in New Jersey, Virginia & Georgia.

SENIOR ASSOCIATE

DEPUTY CHIEF JAMES L. MAUNEY, (RET.)

Former Deputy Fire Chief, Volusia County, Florida; Former Deputy Operations Supervisor, Volusia County Emergency Management; Former Fire Chief, Lake County Fire & Rescue, Former Director of the Emergency Services Institute; Volusia County Fire Services.

BACKGROUND ASSOCIATE



RETIRED DEPUTY FIRE CHIEF, MATT GUSTAFSON

Former Deputy Chief for Sonoma County Fire District; Former Battalion Chief and Fire Marshal for Central Fire Authority of Sonoma County (Windsor and Rincon Valley Fire Districts); Former Acting Assistant Fire Chief for Central Fire Authority of Sonoma County; Former Battalion Chief and Fire Marshal for Windsor Fire Protection District; Former Assistant Chief and Director of Security for Lucasfilm LTD / Skywalker Ranch Fire Brigade. Chief Gustafson is currently serving as an adjunct fire technology instructor at the Santa Rosa Jr. College.

BACKGROUND

Matt has a forty-year career in public and private fire service, and most recently retired as Deputy Chief with the Sonoma County, CA Fire District. Deputy Chief Matt Gustafson started his career as a volunteer Firefighter for the City of Larkspur (CA). Matt was later hired at Lucasfilm LTD to help create a new fire, safety, and security division for the Skywalker Ranch / Lucasfilm complexes. Matt gained extraordinary experience and education in private emergency services as well as motion-picture film and TV entertainment safety. Matt worked his way up to Assistant Fire Chief and Head of Safety/Security for the Skywalker Ranch complex.

In 1998, Matt was hired with Windsor Fire Protection District as a Battalion Chief / Fire Marshal. As Battalion Chief, Matt managed fire station crews, administrative staff and respond to greater alarm incidents ultimately for two fire districts under a Joint Powers Agreement (JPA). Matt managed employee performance and relations, facilities, and policy development. During this time, Matt founded the Sonoma County Fire Chief Operation section which led to more common county-wide tactics and strategies, strike team and county-wide resource management. As Fire Marshal, Matt performed plan review and fire and life safety inspections for new building projects and events for a rapidly growing community. Matt managed fire investigations, public relations, and community risk reduction programs. Matt worked closely effectively with the public, building officials, planners, developers, other fire officials, city officials, and elected officials.

Matt also has served as president of the Sonoma County Fire Prevention Officers and facilitated the "single code" (one fire code for the entire county) project. Matt also served as acting assistant fire chief for several years and routinely filled in for the fire chief. Matt managed a LEED/Green certified new fire station project, added staffing, built employee relations, created strategic plans, team building programs, fee schedules, mitigation revenues, and a career succession program.

Prior to his retirement from Sonoma County Fire District, Matt assisted with several complex annexations and mergers resulting in five struggling fire and EMS agencies to become one cohesive agency to include increasing services from basic to advanced life support. Matt has also spent a great deal of time helping the district and the community regain footing after four

large back-to-back incidents, namely the Tubbs (2018), Kincade (2019), Walbridge, Glass, Lightening Complex (2020) fires.

In August 2021, Matt retired as the district continued to blossom with a solid budget, high employee morale, very good public relations, robust loss-prevention program and with the district overall poised for additional expansions. Matt is currently an adjunct fire officer instructor and oversees firefighter and EMT internships for the Santa Rosa Jr. College. Matt has an associate degree in Fire Science Technology, a Bachelor of Science degree in Fire Administration and Prevention (Magna Cum Laude), Fire Officer Certification, and is a Master Instructor within the California State Fire Service Training and Education System.

ASSOCIATE: FIRE AND EMS DATA ANALYSIS/STRATEGIC PLANNING

RANDA MATUSIAK, Ph.D.



BACKGROUND

Dr. Matusiak is currently the Operations Manager for the Department of Public Protection in Volusia County, Florida. In this role, Dr. Matusiak manages the fiscal, data analysis, and administrative program management related components of the department. Dr. Matusiak developed and manages performance measurement, operational resource assignment and management, and service level strategic planning for the Volusia County Corrections, Emergency Medical Services, and Fire-Rescue divisions.

Dr. Matusiak holds a B.A. in Psychology from the University of Texas at Austin, an M.A. in Criminal Justice, and Criminology from Sam Houston State University (Huntsville, TX), and a Ph.D. in Criminal Justice from Sam Houston State University. After completing her Ph.D., Dr. Matusiak held the position of Assistant Professor at the University of Central Missouri (UCM). While at UCM, she also served as Graduate Program Coordinator for several years. Additionally, Dr. Matusiak served as an Adjunct Instructor for the Department of Criminal Justice at the University of Central Florida.

ASSOCIATE: FINANCIAL ANALYSIS

SUZIE DARBY, BS in BUSINESS ADMINISTRATION

Operations Manager, Volusia County, Florida: Emergency Services

BACKGROUND

Suzie Darby has spent over two decades providing fiscal analysis and budget management for the County of Volusia in the following roles: Administrative Services Manager for the Division of Fire Rescue, Activity Project Manager for the Department of Public Protection, and Operations Manager for the Department of Emergency Services. She has worked with multiple public safety divisions and departments including Animal Services, Beach Safety, Corrections, Emergency Management, Emergency Medical Services and Fire Rescue. Collectively these division have an annual budget of over \$170M and over 900 full time employees.

Suzie's fiscal and management experience includes: cost projections and negotiations for multiple Fire Rescue service area contracts; fiscal analysis of operational service level updates for multiple public safety divisions; cost analysis and impact of overtime for all multiple public safety operations; cost estimates and budget impacts for staffing, operational and administrative proposals for multiple public safety collective bargaining agreements; experience as a service contract manager for multiple contracts including the Medical Examiners Services

for Florida District 7; authored and managed multiple state and federal grants; experience in capital fleet, equipment, and construction projects from project proposal and costing phase to delivery.

Suzie holds a Bachelor of Science degree in Business Administration with an emphasis in Human Resource Management and a minor in Computer Science from the University of Central Florida.

DATA ASSESSMENT TEAM – DATA TEAM MANAGER

DOV CHELST, PH.D.

Director of Quantitative Analysis



BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University.

He has taught mathematics, physics, and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national, and international conferences, and participated in workshops across the country. ***Dr. Chelst has been with the firm since its inception and has completed over 350 data analyses for ICMA/CPSM.***

PUBLIC SAFETY DATA ANALYST

XIANFENG LI, PH.D.



BACKGROUND

Dr. Xianfeng Li is a professional computational scientist and certified SAS programmer with a wealth of knowledge and research experience in Complex System Modeling, Data Analysis, and Statistical Physics. He is highly qualified in various coding programs and has earned numerous data science certifications. He previously worked as a Research Associate and Postdoctoral Fellow. Dr. Li earned his Ph.D. and master's degree in Polymer Science within the Institute of Chemistry from the Chinese Academy of Sciences in Beijing. He earned his bachelor's degree in chemistry at Jilin University in Changchun.

PUBLIC SAFETY DATA ANALYST-GIS

MONICQUE LEE, MS, BS

BACKGROUND

Ms. Lee has extensive experience in the areas of data and geospatial analysis, hydrographic data processing, mapping platforms, and project management. She has worked as a GIS consultant, and with the U.S. Army Corps of Engineers where she received a U.S. Army

commendation, and the United States Geological Survey, Grand Canyon Monitoring and Research Center. Ms. Lee has a Master of Science in Geographic Information Science & Technology.

REFERENCES -- POLICE

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

Outcomes of the CPSM work can be found on our website at: <https://www.cpsm.us/our-work/>

All of our projects are listed at: <https://www.cpsm.us/experience/our-clients/>

1. City of Battle Creek
Rebecca Fleury, City Manager
rfleury@battlecreekmi.gov
269-966-3378 x 1201
2. City of West Des Moines, Iowa
Laura Reveles
Laura.reveles@wdm.iowa.gov
515-222-4320
3. Cocoa Beach, Florida
Robin Hayes, City Manager
City manager@cityofcocoabeach.com
321-868-3200

REFERENCES- FIRE AND EMS

Jupiter, FL

CPSM contracted with and assisted the Town of Jupiter, FL to complete a Fire and EMS sustainability and feasibility and utilization analysis to include the feasibility of creating a regional fire district, and the formation of a town fire department. This study led to the Town forming their own fire department.

Mr. Scott Reynolds, Chief Financial Officer
Town of Jupiter, FL
210 Military Trail
Jupiter, FL 33458
561-741-2232
ScottR@jupiter.fl.us

Placentia, CA

CPSM contracted with the City of Placentia, CA to analyze the city's service agreement with an external vendor for Fire and EMS service, conduct a workload and response time analysis of Fire and EMS services, assist with RFP reviews for Fire and EMS service, and provided

recommendations and alternatives for future Fire and EMS services. This study led to the city forming their own fire department and contracting with an external vendor for EMS ground transport services.

Mr. Damien Arrula, City Administrator
City of Placentia, CA
401 E. Chapman Ave.
Placentia, CA 92870
714-993-8171
darrula@placentia.org

PROPOSED FEES

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission as indicated below.

Proposed Professional and Travel Fees

CPSM Fee Description	Fee
Fire and EMS Utilization Analysis: - All meetings (virtual and in-person). - Complete all gap analysis work as outlined in the SOW. - SME research, analysis, and report writing. - Comprehensive workload, response time, resiliency data analysis. - GIS Services. - On-site visit and facilitation of stakeholder meetings with groups identified by the City. - Community survey and other stakeholder input and assessment. - Development of Fire and EMS Assessment and option for the creation of the City of Fernley Fire, EMS, and Community Risk Department. - Report Editing Services.	\$79,235
Total Fire and EMS Utilization Analysis Report Development	\$79,235
SME Travel Includes: Air Fare, Rental Car, Hotel, Daily Per Diem (GSA Rate for Region). Onsite Visit (3 Days) for the gap analysis work and in-person stakeholder meetings (one visit). <i>Travel expenses will be billed as incurred, with no administrative fee or overhead charges and will not exceed the quoted cost.</i>	\$9,000 3-SMEs
Total Fees: Fire and EMS Assessment	\$88,235
Police FEES	
- All meetings (virtual and in-person) - Gap analysis - SME Research, analysis, and report writing - Comprehensive workload, response time, and service delivery - GIS services - Development of police options	\$56,387
SME Travel Police team	
Two trips by team all inclusive	\$5,500
Total Fees: Police Assessment	\$61,887

Proposed Fee Payment Schedule

Task/CPSM Work	Billing Schedule
- Contract/Agreement Signed. - Project kickoff meeting with City staff.	40-percent of Police, Fire and EMS Assessment Fees.
Delivery of Draft Comprehensive Workload, Response Time, and Resiliency Data Analysis.	40-percent of Police, Fire and EMS Assessment Fees.
Delivery of Service Plan Draft Report (includes all work and on-site travel as indicated in professional fee table).	20-percent of Police Fire and EMS Assessment Fees.
Total	100-percent of Gap Analysis and Service Plan Development.
If requested: Police, Fire and EMS Assessment Analysis in-person City Council presentation:	\$2,500.00 (one meeting) plus reimbursement of travel expenses for two team members.

DELIVERABLES

Draft reports (Response Workload and Fire and EMS Assessment) will be provided for review in electronic format. The draft final report Fire & EMS Utilization Analysis will be delivered approximately 180-200 days from contract engagement unless otherwise agreed upon between the client and the Project Manager.

CPSM will deliver the final document in computer readable material either by email, thumb-drive, or both. Should the city desire additional copies of the report, CPSM will produce and deliver whatever number of copies is requested, which will be invoiced at cost.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: December 18, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance
Motion

AGENDA ITEM:

(For Possible Action) Second Reading, discussion, and possible action regarding Bill #358, an Ordinance related to ZMA24004, a Zoning Map Amendment application submitted by Jose Castillo Jr on behalf of Golden Years Castle Home of Fernley, LLC to change the zoning designation from SF20 (Single-Family Residential-20,000 square foot minimum) to PF (Public Facility) on two parcels totaling approximately 1.741 acres located at the southwest corner of Farm District Road and Westerlund Lane (APNs 021-111-47 and 021-111-48).

AGENDA ITEM BRIEF:

The designated land use for this parcel is Residential Single-family (SF20, SF12, SF9, SF6). The proposed land use is Public Facility (PF). The zoning districts are complementary to one another, whereas the uses in the PF district aim to elevate the quality of life for residents.

At their meeting of November 13, 2024, the Planning Commission recommended that the City Council approve Bill #358 in association with ZMA24004.

RECOMMENDED MOTION:

I move to approve Bill #358 in association with Zoning Map Amendment ZMA 24004 subject to the findings and conditions of approval found in the staff report.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

I move to deny Bill #358 and ZMA24004 because the following finding cannot be met: _____.

BACKGROUND:

In conjunction with the zoning map amendment the applicant is also proposing to expand the existing senior living community, Golden Years Castle Group Home Care (GYCGHC). The senior living community has five locations throughout the state of Nevada, within the cities of Fernley, Hidden Valley, and Reno. Golden Years Castle Group Home Care has been operating since 2003, with their Fernley location becoming operational in 2019. GYCGHC's Fernley location has a unique business model that is based on providing a senior living community to private residents and residents on Medicaid. GYCGHC is the only business offering services to Medicaid recipients and has resulted in a shortage of room availability. Thus, The Nevada Aging and Disability Services Division (ADSD) provided the receipt with a grant to expand their business operation. However, existing zoning limits the density to 2.2 units per acre. As such, an alternative zoning designation would be required to accommodate any expansions. The existing land use designated as "life care or continuing care services" is an allowable use in the PF zone, whereas, it is not allowed in the SF 20 zone, thus making the land use legal nonconforming. Furthering the need for a zone amendment to allow for the expansion of a legal nonconforming use.

Uses permitted in the PF zone that are not permitted in the SF20 zone are as follows: life care of continuing care services, automated teller machine, stand alone, mobile vendor, office, event center/ banquet hall, fraternal club/ lodge/ community service facility, childcare facility, college, technical school, personal instructional services, correctional institutions, public maintenance facility, public safety facility, hospital, cultural institution, entertainment facility/ theater, heliport/ miscellaneous air transportation, and transportation passenger terminal.

The applicant has submitted an Administrative Review application for approval of the actual building expansion. This application will be reviewed by staff as outlined in the Development Code.

ANALYSIS:

Staff contends that a zoning map amendment from SF20 to PF is appropriate for this site given that the northern portion of the project site has been used as a senior living community since 2019. Furthermore, the senior living community is compatible with the adjacent residential uses. By expanding their operation, Golden Years Castle Group Home Care (GYCGHC), will be utilizing a currently underdeveloped portion of land south of the existing senior family living facility. Additionally, on July 17, 2024, the City of Fernley approved a Master Plan Amendment changing the land use designation from Residential to Public Facility. The proposed zoning map amendment would change the zone to be consistent with the city's Master Plan. Additionally, the facility's use classification as a "life care or continuing care services" is consistent with the Public Facility Zone.

FINDINGS:

1. Consistent with the city's master plan and otherwise consistent with state and federal law.

This finding can be made. The proposed zone Public Facility (PF) is consistent with the recent master plan amendment, changing the designated land use from residential to public facility. The applicant suggests that the proposed zone change supports the master plan community goals and action strategies regarding, Population, Housing, and Employment (HP) and Land Use (LU) listed below, and staff concurs.

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

The proposed development will expand the existing senior living community, with the construction of 10 units, providing additional housing opportunities for seniors. Additionally, Golden Years Castle Group Home Care (GYCGHC) is one of the few communities to provide housing opportunities for seniors on Medicaid.

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

This would be an infill development in an existing neighborhood. Adequate public services and facilities already exist in this area.

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

This development would bring job opportunities to fill any opening for new staff to accommodate the additional residents. The proposed development would attract and better service elderly members of the community while being situated in a single-family residential area, creating a balanced population demographic. Furthermore, the allowed land uses in the PF zone are predominately community orientated, thus new developments under this zone would be for the surrounding residents while creating employment opportunities.

2. Consistent with the surrounding land uses.

This finding can be made for a zoning map amendment from SF20 to PF. The uses permitted in the PF zone are generally compatible with single-family and rural residential neighborhoods. The PF zone should be limited to the area approved under the city's Master Plan Amendment.

3. Public notice was given, and a public hearing held per the requirements of the development code and Nevada revised statutes.

This finding can be made. Staff certifies that public notice was given in accordance with Title 32 of Fernley Municipal Code and Nevada Revised Statutes and a public hearing was held as part of the proceedings of the November 13, 2024, Planning Commission meeting. A public notice was placed in the Reno Gazette Journal and 71 individual letters were mailed to all homeowners and renters within a 500-foot radius of the subject parcel. Additional public hearings will be held once this item moves forward to City Council.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

[Nevada Revised Statutes \(NRS\), Chapter 278](#)

Planning and Zoning [Fernley Municipal Code \(FMC\), Title 32](#) - Development Code
[City of Fernley Comprehensive Master Plan](#)

Specific

[NRS §278.260](#) – Determination, establishment, enforcement and amendment of zoning regulations.
[FMC §32.03.040\(e\)](#) – Zoning map amendments (rezoning)
[FMC §32.06.070](#) – Zoning Districts, Residential - Single-family (SF20, SF12, SF9, SF6)
[FMC §32.06.120](#) – Zoning Districts, Public facility (PF)
[FMC §32.09](#) – Unlisted uses and use table

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill #358
2. ZMA Conditions of Approval
3. Site Plan
4. Development Application
5. Applicant Narrative

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

**BILL #358
CITY OF FERNLEY
ORDINANCE # _____**

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH 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).

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

Section 1: The zoning of that certain real property totaling ±1.741 acres, more or less, situated in the City of Fernley, Nevada, and owned by Golden Years Castle Home of Fernley, LLC, being more particularly described on Exhibit “A” attached hereto and depicted on “Exhibit A-1” attached hereto is hereby reclassified from SF20 (Single-Family Residential) to PF (Public Facility).

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the same certified herein as provided by law.

Section 4: This ordinance shall become effective upon passage, approval, and publication.

Section 5: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of public health, safety, welfare, and convenience.

Section 6: If any subsection, phrase, sentence, or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 7: The Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #358 BEING HEREBY PROPOSED this 20th day of November 2024.

BILL #358 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 18th day of December 2024, by the following vote of the Council:

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

FERNLEY CITY COUNCIL

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

Attest By: _____ Date: _____
Kimberly Swanson, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL A

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY BEING ALL OF PARCEL A AS SHOWN ON THAT CERTAIN MAP ENTITLED "A RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FOR BEE HIVE HOMES OF LOVELOCK, LLC." FILE NO. 461853 LYING IN A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.M., CITY OF FERNLEY, COUNTY OF LYON, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

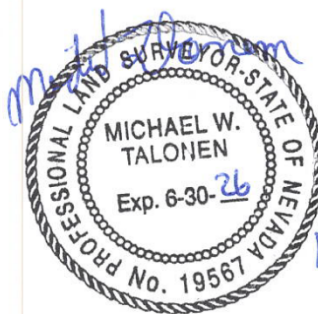
BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A, BEING A POINT ON THE WESTERLY RIGHT OF WAY OF FARM DISTRICT ROAD AS SHOWN ON SAID RECORD OF SURVEY:

THENCE SOUTH 00°05'20" EAST A DISTANCE OF 185.80 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A; THENCE NORTH 89°49'57" WEST A DISTANCE OF 214.24 FEET;
THENCE NORTH 00°07'17" WEST A DISTANCE OF 185.80 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A;
THENCE SOUTH 89°50'00" EAST, A DISTANCE OF 214.35 FEET TO SAID POINT OF BEGINNING,

BASIS OF BEARINGS: NEVADA STATE PLANE WEST ZONE

CONTAINING: 39,815 SQUARE FEET

PREPARED BY: MICHAEL TALONEN
MST SURVEYING
15506 QUICKSILVER DR.
RENO, NEVADA 89511
(775) 544-7817



**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL B

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY BEING ALL OF PARCEL B AS SHOWN ON THAT CERTAIN MAP ENTITLED "A RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FOR BEE HIVE HOMES OF LOVELOCK, LLC." FILE NO. 461853 LYING IN A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.M., CITY OF FERNLEY, COUNTY OF LYON, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL B, BEING A POINT ON THE WESTERLY RIGHT OF WAY OF FARM DISTRICT ROAD AS SHOWN ON SAID RECORD OF SURVEY:

THENCE SOUTH 00°05'20" EAST A DISTANCE OF 184.03 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL B; THENCE NORTH 81°27'56" WEST, ALONG THE SOUTH LINE OF SAID PARCEL B, A DISTANCE OF 216.60 FEET;

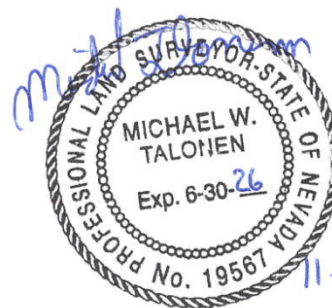
THENCE NORTH 00°07'17" WEST A DISTANCE OF 152.51 FEET TO THE NORTHWEST CORNER OF SAID PARCEL B;

THENCE SOUTH 89°49'57" EAST, A DISTANCE OF 214.24 FEET TO SAID POINT OF BEGINNING,

BASIS OF BEARINGS: NEVADA STATE PLANE WEST ZONE

CONTAINING: 36,042 SQUARE FEET

PREPARED BY: MICHAEL TALONEN
MST SURVEYING
15506 QUICKSILVER DR.
RENO, NEVADA 89511
(775) 544-7817



WESTERLUND LANE

S89°50'00"E

214.35'

POB

N0°07'17"W

185.80'

FERREL, KWEN
APN 021-111-26

N89°49'57"W

214.24'

185.80'

S0°05'20"E

PARCEL A
39,816 S.F.

PARCEL B
36,042 S.F.

JOHNSON LIVING TRUST
APN 021-111-08

ASHTON REAL ESTATE LLC
APN 021-111-07

FARM DISTRICT ROAD



EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL "A"

LYON COUNTY, NEVADA

SCALE: 1"=100'

DRAWN BY: BT

11-25-24

24208.00

MST Surveying

SURVEYORS

15506 Oakesdale Dr. Reno, Nevada 89511

(775) 544-7817 • (775) 677-9408 Fax • mstsurveying@bellsouth.com

WESTERLUND LANE

PARCEL A
39,815 S.F.

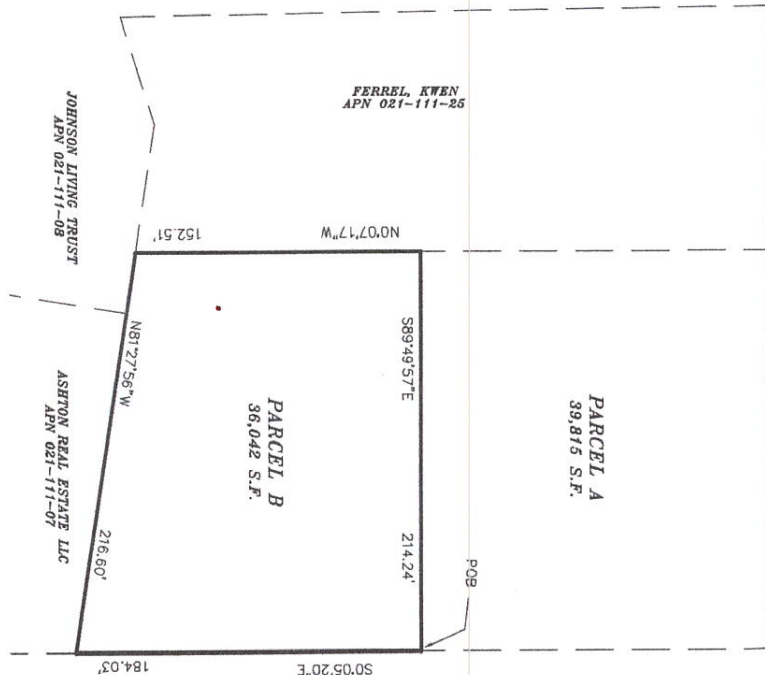
FERREL, KWEN
APN 021-111-25

POB

FARM DISTRICT ROAD

JOHNSON LIVING TRUST
APN 021-111-08

ASHTON REAL ESTATE LLC
APN 021-111-07



11-26-24

EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL "B"

LYON COUNTY, NEVADA

SCALE: 1"=100'

DRAWN BY: BT

11-25-24

24208.00

MST Surveying

SURVEYORS

15506 Oakeside Dr. Reno, Nevada 89511
(775) 544-7817 • (775) 677-9028 Fax • mstsurveying@gmail.com

Conditions of Approval for: Zoning Map Amendment (ZMA 24004)

SCOPE AND DURATION OF APPROVAL

1. APPROVAL:

THE PROJECT IS APPROVED AS CONDITIONED AND DESCRIBED BELOW. ANY SUBSTANTIVE CHANGE WILL REQUIRE APPROVAL FROM THE CITY OF FERNLEY AND SHALL BE PROCESSED AS OUTLINED IN THE DEVELOPMENT CODE.

2. PROJECT DESCRIPTION:

THE PROJECT APPROVAL IS LIMITED TO THE REZONING FROM SF20 TO PF ON TWO PARCELS TOTALLING APPROXIMATELY 1.741 ACRES LOCATED AT THE SOUTHWEST CORNER OF FARM DISTRICT ROAD AND WESTERLUND LANE (APNS 021-111-47 AND 021-111-48).

3. EXPIRATION DATE:

THE ZONING MAP AMENDMENT DOES NOT EXPIRE.

4. GOVERNING DOCUMENTS:

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

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

REGULATORY AGENCIES

5. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

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

6. FEDERAL, STATE, AND LOCAL AGENCIES:

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





AUGUST 13th

Planning Department

595 Silver Lace Blvd, Fernley, NV 89408

Development Application

APPLICATIONS, PLANS, AND/OR SUPPORTING DOCUMENTATION THAT ARE INCOMPLETE OR ILLEGIBLE WILL NOT BE ACCEPTED. Please complete all sections that apply to you and/or your project. Various applications are only accepted on the application deadline dates. Please call before you submit to verify that someone will be available to assist you at (775) 784-9810.

☒ ADMINISTRATIVE REVIEW		☐ APPEAL		☐ ANNEXATION		☐ PLANNED DEVELOPMENT		☐ (APP)	
☐ CONDITIONAL USE PERMIT		☐ (ANX)		☐ CONDITIONAL USE PERMIT		☐ DEVELOPMENT AGREEMENT		☐ (PD)	
☐ MAJOR DEVIATION		☐ (CUP)		☐ MAJOR DEVIATION		☐ TEMPORARY USE PERMIT		☐ (DA)	
☐ MASTER PLAN AMENDMENT		☐ (MJD)		☐ MASTER PLAN AMENDMENT		☐ VARIANCE		☐ (TUP)	
☐ MINOR DEVIATION		☐ (MPA)		☐ MINOR DEVIATION		☐ REASONABLE ACCOMMODATION		☐ (VAR)	
☒ ZONING MAP AMENDMENT		☐ (MND)		☒ ZONING MAP AMENDMENT		☐ OTHER:		☐ (RAD)	
☐ ZONING MAP AMENDMENT		☐ (ZMA)							
Applicant's Name JOSE O. CASTILLO				Signature 				Primary Contact?	
Company Name GOLDEN YEARS CASTLE HOME OF FERNLEY LLC									
Address 2060 ARCADE AVE									
City RENO				State NV					
Phone No. 775-575-9200				Cell No. 775-240-9305				Email GOLDEN YEARS CASTLE HOME OF FERNLEY LLC	
Fax No. 775-575-9200									
Property Owners Name JOSEPH CASTILLO & JOSE CASTILLO								Primary Contact?	
Company Name GOLDEN YEARS CASTLE HOME OF FERNLEY LLC									
Address 2060 ARCADE AVE									
City RENO				State NV					
Phone No. 775-575-9200				Cell No. 775-240-9305				Email GOLDEN YEARS CASTLE HOME OF FERNLEY LLC	
Fax No. 775-575-9200									
Engineer / Representative WASEM ALKHTAR, P.E.								Primary Contact?	
Company Name INFINITY ENGINEERING INC.									
Address 2135 GREEN VISTA DR. #107									
City SPARKS				State NV					
Phone No. 775-333-5211				Cell No. 775-333-5211				Email INFINITY ENGINEERING.COM	
Fax No. 775-333-5211									
Brief Project Type/Description (Attach Detailed Project Type / Description): ASSISTED LIVING FACILITY FOR ELDERLY. GROUNDS UP. NEW BUILDING.									
Subdivision/Project Name And/Or Phase: GOLDEN YEARS CASTLE HOME OF FERNLEY 2 LLC									
Project Location (Street Address): 5635 FARM DISTRICT ROAD FERNLEY NV. 89408									
Assessor's Parcel Number(s): 021-111-48									
Current Zoning:									
Total Project Acreage: 1									
Number of Parcels Proposed: 1									
Previous Applications For This Site? ☐ Yes ☐ No									
List Previous Application No(s) And Names:									
2009 Flood Zone Designation: ☐ A ☐ AE ☐ AH ☐ AO									
Application Filing Date:									
Application No.:									
Application Intake By:									
Planner:									
Comprehensive Plan Land Use Designation									
CITY UTILITIES									
Water: ☒ Currently Served ☐ Proposed									
Sewer: ☒ Currently Served ☐ Proposed									
FEMA Map No.:									
Application Fee:									
Outsource Fee:									
Noticing Fee:									
Total Due:									

Zoning Map Amendment

Golden Years Castle Home of Fernley plans to change from zone SF20 to PF for us to build a new facility in the vacant area of land that we have next to our current facility. We intend to add a total of 16 beds and 16 bathrooms to accommodate more elderly and disabled that need our services. In addition, we are planning to add a living room, activity area, and a patio that our residence can reside and enjoy the ambiance or engage in activities during their stay in our facility.