City of Fernley

NEVADA

AGENDA
Regular Meeting
City Council
Wednesday, March 5, 2025 • 5:00 PM

Mayor
Neal E. McIntyre

City Council
Ward 1 - Ryan Hanan
Ward 2 - Felicity Zoberski
Ward 3 - Stan Lau
Ward 4 - Albert Torres
Ward 5 - Joe Mendoza

City Manager
Benjamin Marchant

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

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

1.3. Public Forum

1.4. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

2.4. Possible Action to Approve the Will-Serve Request from Panda Express for 2.21 ERCs for Water and 8.76 ERCs for sewer for Lyon County Parcel(s) 021-232-71, located in Fernley, NV.

2.5. Discussion and Possible Action to approve a Final Subdivision Map (FSM2019-001) for Hardie Lane Townhomes/Shadow Hills for the development of a 66-lot townhome subdivision on a site approximately ± 6.42-acres in size generally located at 905 Hardie Lane (APN: 021-121-19).

2.6. Discussion and Possible action to enter into a time and materials contract with Wood Rodgers, not to exceed $398,195, for a period of one and a half years, ending in June 2026, to complete a corridor action plan for three corridors within the City of Fernley.

2.7. Discussion and possible action to approve a contract with Schell Creek Construction for an amount of $395,000.00 for In Town Park Phase 1 Project

2.8. Discussion and Possible Action to appeal the decision of Judge Du regarding litigation with the Bureau of Reclamation (BOR) relating to the Truckee Canal.

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.

3.2. State of Nevada Legislative update

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

5.1. Discussion and possible action on presentation by Outside Legal Counsel, Chris Molina, Esq., regarding Special Assessment Districts

5.2. Discussion and possible action on presentation by Outside Legal Counsel, Chris Molina, Esq., re: Impact Fees

6. STAFF REPORTS

6.1. Discussion and Possible Action to designate Hinton Burdick CPAs & Advisors as the Independent Audit Firm to perform the City's Annual Financial Audit for the Fiscal Year ending June 30, 2025.

7. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

8. PUBLIC FORUM

9. ADJOURNMENT

Next Meeting: March 19th @ 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
A & K EARTH MOVERS, INC.								
304	A & K EARTH MOVERS, INC.	2	Shadow Lane Reconstruction	12/31/2024	325,456.28	02/14/2025	100-475-745 RTC Reimbursable	1224
304	A & K EARTH MOVERS, INC.	2	Shadow Lane Reconstruction	12/31/2024	290,687.39	02/14/2025	520-166100 Construction In Progress	1224
Total 304:					616,143.67			
AECOM TECHNICAL SERVICES, INC.								
8633	AECOM TECHNICAL SERVICES, INC.	2000953520	2018 Surface Water Conveyance	11/10/2024	16,289.66		510-166100 Construction In Progress	1124
Total 8633:					16,289.66			
AERATOR SOLUTIONS								
8980	AERATOR SOLUTIONS	6111	15 aerators for WWTP	01/28/2025	349,500.00	02/14/2025	520-810-430 Outside Serv-Repair & Maint	125
Total 8980:					349,500.00			
AFLAC								
5690	AFLAC	127674	SUPPLEMENTAL INSURANCE	02/25/2025	676.86		100-217400 AFLAC Insurance Payable	225
Total 5690:					676.86			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202501C-FMC-	Spanish - 24TR00643, 24TR00666, 25CR00001 and 24TR00	01/27/2025	320.00	02/14/2025	100-425-330 Prof Serv-Interpreter	125
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202502A-FMC-	Spanish - 24TR00648 and 24TR00666	02/03/2025	160.00	02/14/2025	100-425-330 Prof Serv-Interpreter	225
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202502B-FMC-	Spanish - 23TR00066	02/11/2025	160.00	02/14/2025	100-425-330 Prof Serv-Interpreter	225
Total 8498:					640.00			
ALHAMBRA								
4688	ALHAMBRA	7661929021325	water service	02/13/2025	90.43	02/20/2025	510-810-614 Shop Supplies	225
Total 4688:					90.43			
ALLDATA LLC								
8930	ALLDATA LLC	INVC05357724	ALLDATA Automotive Services	02/13/2025	361.60	02/20/2025	100-480-342 Tech Services-Other	225
Total 8930:					361.60			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ANIMAL CARE CENTER								
245	ANIMAL CARE CENTER	161406	3 Pit Pups Exams etc	11/05/2024	283.75	02/14/2025	100-525-322 Prof Serv-Other	1124
	Total 245:				283.75			
APPLIED PAVEMENT TECHNOLOGY, INC.								
8726	APPLIED PAVEMENT TECHNOLOGY, INC.	NVCQCT#1	Training	02/21/2025	100.00		100-475-580 Training	225
	Total 8726:				100.00			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2024-0334	Cross Connection Control Program Management Services	12/04/2024	513.00	02/14/2025	510-810-320 Prof Serv-Engineering	1224
8934	AQUA BACKFLOW, INC	2025-0053	Cross Connection Control Program Management Services	02/07/2025	57.00	02/14/2025	510-810-320 Prof Serv-Engineering	225
	Total 8934:				570.00			
ARAMARK (VESTIS)								
1895	ARAMARK (VESTIS)	5980268095	shirt contract	02/04/2025	75.63	02/14/2025	100-480-420 Outside Services	225
1895	ARAMARK (VESTIS)	5980268097	shop mat service	02/04/2025	85.56	02/14/2025	100-475-420 Outside Services	225
1895	ARAMARK (VESTIS)	5980270151	shirt contract	02/11/2025	88.95	02/14/2025	100-480-420 Outside Services	225
1895	ARAMARK (VESTIS)	5980270152	Clothing/ Floor mats	02/11/2025	80.40	02/14/2025	100-475-420 Outside Services	225
1895	ARAMARK (VESTIS)	5980270153	pants service	02/11/2025	56.37	02/14/2025	510-810-420 Outside Services	225
1895	ARAMARK (VESTIS)	5980272206	PS rags and rugs	02/18/2025	124.12		510-840-420 Outside Services	225
1895	ARAMARK (VESTIS)	5980272214	shirt contract	02/18/2025	88.95		100-480-420 Outside Services	225
1895	ARAMARK (VESTIS)	5980272215	clothing/mats	02/18/2025	83.77		100-475-420 Outside Services	225
1895	ARAMARK (VESTIS)	5980272216	shop mat service	02/18/2025	85.56		100-475-420 Outside Services	225
1895	ARAMARK (VESTIS)	5980272217	pants service	02/18/2025	57.44		510-810-420 Outside Services	225
1895	ARAMARK (VESTIS)	5980272219	floor mats	02/18/2025	199.26		100-417-420 Outside Services	225
	Total 1895:				1,026.01			
ARC GENERATOR SERVICE, LLC								
8984	ARC GENERATOR SERVICE, LLC	2222	Well 13 back up generator work	02/16/2025	283.00		510-810-430 Outside Serv-Repair & Maint	225
	Total 8984:				283.00			
AT&T								
13	AT&T	53740 JAN 2025	775-575-7187 436 8	01/26/2025	603.03	02/18/2025	100-417-530 Communications	125
13	AT&T	53740 JAN 2025	775-835-8598 165 0	01/26/2025	1,887.87	02/18/2025	100-417-530 Communications	125
13	AT&T	53740 JAN 2025	775-575-9058 536 7	01/26/2025	603.03	02/18/2025	100-417-530 Communications	125
13	AT&T	53740 JAN 2025	775-575-5455 374 0	01/26/2025	2,543.95	02/18/2025	100-417-530 Communications	125
13	AT&T	8829838909	07048 WTP Ethernet JAN 25 1/1-1/31	02/01/2025	2,575.28	02/20/2025	100-417-530 Communications	225
13	AT&T	96145 FEB 25	131 252-7192 857 4	02/02/2025	308.16	02/25/2025	100-417-530 Communications	225
13	AT&T	96145 FEB 25	131 252-8129 614 5	02/02/2025	230.00	02/25/2025	100-417-530 Communications	225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 13:				8,751.32			
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343 FEB25	815519343 FEB- 2025	02/04/2025	87.90	02/14/2025	100-417-530 Communications	225
	Total 448:				87.90			
AUTOZONE STORES LLC								
4473	AUTOZONE STORES LLC	3742262710	infrared camera for shop	02/19/2025	143.99		100-480-600 General Supplies	225
	Total 4473:				143.99			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	21338/5	Felt pad, tape	02/06/2025	27.97	02/14/2025	100-417-600 General Supplies	225
20	BIG R OF FERNLEY	21340/5	Sign Supplies	02/06/2025	84.22	02/14/2025	100-575-600 General Supplies	225
20	BIG R OF FERNLEY	21343/5	Tape	02/06/2025	9.99	02/14/2025	100-417-600 General Supplies	225
20	BIG R OF FERNLEY	21351/5	Gloves	02/07/2025	17.95	02/14/2025	100-575-616 Safety Supplies	225
20	BIG R OF FERNLEY	21365/5	METER TECH SUPPLIES	02/10/2025	69.98	02/14/2025	510-810-614 Shop Supplies	225
20	BIG R OF FERNLEY	21366/5	METER TECH SUPPLIES	02/10/2025	17.29	02/14/2025	510-810-614 Shop Supplies	225
20	BIG R OF FERNLEY	21371/5	receiver tube for streets trailer	02/10/2025	19.99	02/14/2025	100-480-610 Automotive Supplies	225
20	BIG R OF FERNLEY	21373/5	Misc supplies	02/10/2025	19.46	02/14/2025	100-417-600 General Supplies	225
20	BIG R OF FERNLEY	21380/5	paint for fleet	02/11/2025	44.25	02/14/2025	100-480-610 Automotive Supplies	225
20	BIG R OF FERNLEY	21381/5	Electrical Conduit/PVC supplies	02/11/2025	83.86	02/14/2025	100-575-600 General Supplies	225
20	BIG R OF FERNLEY	21382/5	Gaspar Boots	02/11/2025	159.95	02/14/2025	100-475-616 Safety Supplies	225
20	BIG R OF FERNLEY	21383/5	PVC	02/11/2025	11.94	02/14/2025	100-575-600 General Supplies	225
20	BIG R OF FERNLEY	21389/5	parts for well 9	02/12/2025	23.99	02/14/2025	510-810-614 Shop Supplies	225
20	BIG R OF FERNLEY	21391/5	tape measure and sharpie's for shop	02/12/2025	38.95	02/14/2025	100-480-600 General Supplies	225
20	BIG R OF FERNLEY	21396/5	Electrical/Misc hardware	02/13/2025	31.64	02/14/2025	100-417-600 General Supplies	225
20	BIG R OF FERNLEY	21399/5	Silicone	02/14/2025	9.99		510-810-614 Shop Supplies	225
20	BIG R OF FERNLEY	21401/5	Hardware	02/14/2025	11.66		100-575-600 General Supplies	225
20	BIG R OF FERNLEY	21413/5	Diamond Blade	02/18/2025	29.95		100-417-600 General Supplies	225
20	BIG R OF FERNLEY	21414/5	Propane	02/18/2025	25.94		100-475-623 Propane	225
20	BIG R OF FERNLEY	21416/5	Pipe Fittings	02/18/2025	27.84		100-575-600 General Supplies	225
20	BIG R OF FERNLEY	21423/5	Gloves	02/20/2025	19.95		100-475-616 Safety Supplies	225
20	BIG R OF FERNLEY	21428/5	MEOW MIX (16 #)	02/20/2025	25.95		100-525-600 General Supplies	225
20	BIG R OF FERNLEY	21429/5	Valves/Pipe fitting supplies	02/20/2025	30.77		100-575-600 General Supplies	225
20	BIG R OF FERNLEY	21453/5	PS Shop supplies	02/24/2025	11.47		510-840-614 Shop Supplies	225
	Total 20:				854.95			
BIG T RECREATION								
9042	BIG T RECREATION	6599	In Town Park Shade Structure Design and Installation	01/13/2025	41,748.00	02/14/2025	230-575-730 Improve Other than Buildings	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 9042:				41,748.00			
BLUE BEACON INC								
200	BLUE BEACON INC	4724608	VacCon washed	01/31/2025	98.80	02/14/2025	520-810-420 Outside Services	125
	Total 200:				98.80			
BLUEPEARL OPERATIONS, LLC								
9029	BLUEPEARL OPERATIONS, LLC	191159	CO89 28536 Feline Taco	02/15/2025	318.48		100-525-322 Prof Serv-Other	225
	Total 9029:				318.48			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	12425-1	Mayors Coins For Community events	02/18/2025	2,760.00		100-412-650 Community Support	225
6970	BOB'S PRINTING AND SIGNAGE	21225-1	INHOUSE BILLING PAPER	02/25/2025	1,050.75		510-166100 Construction In Progress	225
6970	BOB'S PRINTING AND SIGNAGE	21225-1	INHOUSE BILLING PAPER	02/25/2025	1,050.75		510-810-550 Printing and Postage	225
6970	BOB'S PRINTING AND SIGNAGE	21225-4	SOTC -Signage	02/20/2025	336.00		100-412-550 Printing and Postage	225
	Total 6970:				5,197.50			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	9738994	Cleaning Supplies	02/07/2025	138.41	02/14/2025	100-417-612 Building Maint Supplies	225
	Total 8837:				138.41			
BULBMAN - RENO								
5513	BULBMAN - RENO	379438	Bulbs	01/30/2025	458.04	02/20/2025	100-575-600 General Supplies	125
	Total 5513:				458.04			
CARDINAL LAW OFFICE, LTD								
9047	CARDINAL LAW OFFICE, LTD	10825	HR Investigation	01/08/2025	4,063.50	02/14/2025	100-414-310 Prof Serv-Legal	125
	Total 9047:				4,063.50			
CARE FLIGHT								
7204	CARE FLIGHT	FEB 2025	HEALTH INSURANCE/CARE FLIGHT- PAZ FERNANDEZ	02/20/2025	5.25		510-810-240 Group Insurance	225
7204	CARE FLIGHT	FEB 2025	HEALTH INSURANCE/CARE FLIGHT- PAZ FERNANDEZ	02/20/2025	6.30		100-529-240 Group Insurance	225
7204	CARE FLIGHT	FEB 2025	HEALTH INSURANCE/CARE FLIGHT- RAVETTO	02/20/2025	21.00		100-425-240 Group Insurance	225
7204	CARE FLIGHT	FEB 2025	HEALTH INSURANCE/CARE FLIGHT- PAZ FERNANDEZ	02/20/2025	7.35		520-810-240 Group Insurance	225
7204	CARE FLIGHT	FEB 2025	HEALTH INSURANCE/CARE FLIGHT- PAZ FERNANDEZ	02/20/2025	2.10		510-840-240 Group Insurance	225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 7204:				42.00			
CASELLE, INC.								
26	CASELLE, INC.	139052	Support & Maint. W2/1099 Reporting	02/07/2025	125.00	02/14/2025	100-418-342 Tech Services-Other	225
	Total 26:				125.00			
CDM SMITH								
8576	CDM SMITH	90226896	Design - Prof Svcs	02/11/2025	14,823.76		510-166100 Construction In Progress	225
	Total 8576:				14,823.76			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AC69U6C	Toner	02/08/2025	561.63	02/14/2025	100-425-600 General Supplies	225
27	CDW GOVERNMENT INC.	AC6QC6I	Monitors for JC office	02/05/2025	246.40	02/14/2025	100-415-600 General Supplies	225
27	CDW GOVERNMENT INC.	AC71V9V	Hard Drive Cottonwood shop PC Gen Services	02/13/2025	43.35		100-417-605 Minor Equipment	225
27	CDW GOVERNMENT INC.	AC7RY2S	Monitors	02/12/2025	482.22	02/14/2025	100-415-605 Minor Equipment	225
27	CDW GOVERNMENT INC.	AC7U71C	ACER ED273U 27IN VA CURVED DISP	02/12/2025	359.98		100-418-605 Minor Equipment	225
27	CDW GOVERNMENT INC.	AC7X72N	SANDISK 256GB CRUZER GLIDE FLASH DRV	02/13/2025	47.10		100-418-600 General Supplies	225
27	CDW GOVERNMENT INC.	AC8PC5X	Toner	02/19/2025	561.63		100-425-600 General Supplies	225
	Total 27:				2,302.31			
CERRIS SYSTEMS RENO, INC.								
9033	CERRIS SYSTEMS RENO, INC.	6406	PS HVAC repairs chemical building	12/12/2024	1,003.00	02/20/2025	510-840-424 Outside Serv-HVAC	1224
9033	CERRIS SYSTEMS RENO, INC.	6407	PS HVAC & boiler repairs	12/12/2024	9,483.00	02/20/2025	510-840-424 Outside Serv-HVAC	1224
9033	CERRIS SYSTEMS RENO, INC.	6638	PS Boiler system repairs	02/10/2025	3,775.00	02/14/2025	510-840-424 Outside Serv-HVAC	225
9033	CERRIS SYSTEMS RENO, INC.	6679	PS Caustic Soda Room Exhaust Fan Motor replacement.	02/21/2025	1,409.85		510-840-424 Outside Serv-HVAC	225
	Total 9033:				15,670.85			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701020125	69701 595 Silver Lace FEB 25 02/01- 31/31	02/01/2025	1,336.57	02/14/2025	100-417-530 Communications	225
4479	CHARTER COMMUNICATIONS	175970201020125	7020 355 Cottonwood 2/1-3/03/25	02/01/2025	386.57	02/14/2025	100-417-530 Communications	225
	Total 4479:				1,723.14			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	17265	Inspection Support	02/06/2025	14,082.50		220-480-810 ARPA	225
	Total 5587:				14,082.50			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CONSTRUCTION SEALANTS AND SUPPLY								
6839	CONSTRUCTION SEALANTS AND SUPPLY	r173429	Crack Sealing Squeegee	02/12/2025	310.70		100-475-600 General Supplies	225
	Total 6839:				310.70			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	Pay App 12	Construction - CoF Comm Center	01/31/2025	1,138,386.79		220-480-810 ARPA	125
	Total 8916:				1,138,386.79			
CORWIN FORD								
8843	CORWIN FORD	101058	Ford F550 Crane Truck for Shared Use	12/04/2024	106,593.25		100-475-742 Vehicles	1224
8843	CORWIN FORD	2774	Ford F-350 with Contractor Body	01/28/2025	72,292.25	02/14/2025	100-475-742 Vehicles	125
	Total 8843:				178,885.50			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	163131	Professional Services Jan 01 - Jan 31 , 2025	01/31/2025	34,034.00		220-480-810 ARPA	125
	Total 8889:				34,034.00			
DOWL, LLC								
8931	DOWL, LLC	13 2025	Surveyor Services	02/07/2025	1,300.00	02/14/2025	100-228311 Engineering Reimb. (Maps)	225
8931	DOWL, LLC	13 2025	Surveyor Services	02/07/2025	1,063.50	02/14/2025	100-610-322 Prof Serv-Other	225
8931	DOWL, LLC	14 2025	Surveying Services	02/24/2025	647.50		100-610-320 Prof Serv-Engineering	225
8931	DOWL, LLC	7363.30292.02-5	Miscellaneous GIS	02/07/2025	795.50	02/20/2025	100-575-320 Prof Serv-Engineering	225
8931	DOWL, LLC	7363.30292.02-5	Miscellaneous GIS	02/07/2025	795.50	02/20/2025	100-417-320 Prof Serv-Engineering	225
8931	DOWL, LLC	7363.30292.02-5	Miscellaneous GIS	02/07/2025	795.50	02/20/2025	520-810-320 Prof Serv-Engineering	225
8931	DOWL, LLC	7363.30292.02-5	Miscellaneous GIS	02/07/2025	795.50	02/20/2025	100-475-320 Prof Serv-Engineering	225
8931	DOWL, LLC	7363.30292.02-5	Miscellaneous GIS	02/07/2025	795.50	02/20/2025	510-810-320 Prof Serv-Engineering	225
	Total 8931:				6,988.50			
EMERSON LLLP								
9045	EMERSON LLLP	30890513	MF Rack flow meter transmitter	01/14/2025	4,811.87	02/14/2025	510-840-614 Shop Supplies	125
	Total 9045:				4,811.87			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	21825	REIMB FOR FUEL	02/18/2025	53.39		100-605-626 Gasoline	225
8639	EMPLOYEES, CITY OF FERNLEY	21825	REIMB FOR ICC EXAM	02/18/2025	240.00		100-605-580 Training	225
8639	EMPLOYEES, CITY OF FERNLEY	21825	REIMB FOR MEALS/INCIDENTALS	02/18/2025	121.34		100-605-582 Travel	225
8639	EMPLOYEES, CITY OF FERNLEY	21925	REIMB FOR BIRTHDAY CAKES & DECORATIONS FOR MA	02/19/2025	79.21	02/20/2025	100-412-586 Employee Recognition	225
8639	EMPLOYEES, CITY OF FERNLEY	90224	REIMB FOR INTRO TO COMMUNICATION CLASS J. MURD	09/02/2024	990.00	02/14/2025	100-413-580 Training	924

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8639	EMPLOYEES, CITY OF FERNLEY	90224	REIMB FOR AWARENESS & ONLINE LEARNING CLASS J.	09/02/2024	990.00	02/14/2025	100-413-580 Training	924
	Total 8639:				2,473.94			
FERNLEY 4th OF JULY INC								
53	FERNLEY 4th OF JULY INC	Final R1FY24-25 -4th July	4th of July Final R1FY24-25	01/31/2025	5,397.50	02/14/2025	225-575-650 Community Support	125
	Total 53:				5,397.50			
FERNLEY JUNIOR RODEO ASSOC								
6065	FERNLEY JUNIOR RODEO ASSOC	Final FY24-25 RI FJR	Final Fy24-25 R1 Fernley JR Rodeo Assoc	01/24/2025	9,666.67	02/14/2025	225-575-650 Community Support	125
	Total 6065:				9,666.67			
FERNLEY VAQUERO BOOSTERS								
6569	FERNLEY VAQUERO BOOSTERS	MAYOR20250214	FHS SAFE AND SOBER GRAD NIGHT 2025 DONATION	02/14/2025	300.00	02/20/2025	100-412-650 Community Support	225
	Total 6569:				300.00			
FERRETTO, ERIN T.								
8958	FERRETTO, ERIN T.	2/1/25	Transcripts for Appeal 24CT00451	02/01/2025	350.70	02/14/2025	100-425-322 Prof Serv-Other	225
	Total 8958:				350.70			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-4130922	GASOLINE-WTP	01/15/2025	81.43	02/14/2025	510-840-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4130922	GASOLINE-COURT	01/15/2025	54.00	02/14/2025	100-425-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4130922	GASOLINE-VECTOR	01/15/2025	23.74	02/14/2025	100-528-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4130922	GASOLINE-STREETS	01/15/2025	1,013.27	02/14/2025	100-475-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4130922	GASOLINE-BUILDING	01/15/2025	302.19	02/14/2025	100-605-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4130922	GASOLINE-WD	01/15/2025	894.79	02/14/2025	510-810-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4130922	GASOLINE-FLEET	01/15/2025	164.17	02/14/2025	100-480-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4130922	GASOLINE-FACILITIES	01/15/2025	360.11	02/14/2025	100-417-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4130922	GASOLINE-PARKS	01/15/2025	379.66	02/14/2025	100-575-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4130922	GASOLINE-WW	01/15/2025	1,277.37	02/14/2025	520-810-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4130922	GASOLINE-ANIMAL CONTROL	01/15/2025	230.48	02/14/2025	100-525-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4143589	GASOLINE-WTP	01/31/2025	99.96	02/20/2025	510-840-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4143589	GASOLINE-COURT	01/31/2025	28.85	02/20/2025	100-425-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4143589	GASOLINE-VECTOR	01/31/2025	27.05	02/20/2025	100-528-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4143589	GASOLINE-STREETS	01/31/2025	1,100.70	02/20/2025	100-475-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4143589	GASOLINE-BUILDING	01/31/2025	221.27	02/20/2025	100-605-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4143589	GASOLINE-WD	01/31/2025	1,484.01	02/20/2025	510-810-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4143589	GASOLINE-FLEET	01/31/2025	212.45	02/20/2025	100-480-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4143589	GASOLINE-FACILITIES	01/31/2025	357.12	02/20/2025	100-417-626 Gasoline	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-4143589	GASOLINE-PARKS	01/31/2025	434.74	02/20/2025	100-575-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4143589	GASOLINE-WW	01/31/2025	1,086.09	02/20/2025	520-810-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4143589	GASOLINE-ANIMAL CONTROL	01/31/2025	193.49	02/20/2025	100-525-626 Gasoline	125
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-WD	02/15/2025	1,133.90		510-810-626 Gasoline	225
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-FLEET	02/15/2025	162.73		100-480-626 Gasoline	225
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-FACILITIES	02/15/2025	425.06		100-417-626 Gasoline	225
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-PARKS	02/15/2025	489.43		100-575-626 Gasoline	225
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-WW	02/15/2025	1,499.54		520-810-626 Gasoline	225
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-ANIMAL CONTROL	02/15/2025	335.41		100-525-626 Gasoline	225
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-VECTOR	02/15/2025	40.40		100-528-626 Gasoline	225
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-STREETS	02/15/2025	1,108.77		100-475-626 Gasoline	225
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-BUILDING	02/15/2025	322.14		100-605-626 Gasoline	225
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-WTP	02/15/2025	3.91		510-840-626 Gasoline	225
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-COURT	02/15/2025	50.16		100-425-626 Gasoline	225
18	FLYERS ENERGY, LLC	CFS-4162323	GASOLINE-ENG	02/15/2025	11.73		100-529-626 Gasoline	225
	Total 18:				15,610.12			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	34298	Type 2 Base	02/12/2025	761.62		100-475-600 General Supplies	225
	Total 202:				761.62			
GRAINGER								
252	GRAINGER	9405841835	Coffee for office	02/13/2025	94.38		510-810-614 Shop Supplies	225
	Total 252:				94.38			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2893638	Hot Mix	02/19/2025	470.00		100-475-600 General Supplies	225
	Total 64:				470.00			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	683594820	CommunicationsFEB25	02/01/2025	221.71	02/14/2025	100-417-530 Communications	225
	Total 8838:				221.71			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	62506	pin removal kit for shop	02/12/2025	343.79	02/14/2025	100-480-600 General Supplies	225
8987	H&H INVESTMENTS & TOOL SUPPLY	62678	cordless soldering iron	02/19/2025	160.94		100-480-600 General Supplies	225
	Total 8987:				504.73			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-046	3721P GROUP HEALTH INSURANCE	03/01/2025	87,310.28		100-217000 HEALTH INSURANCE PAYABLE	325
	Total 4842:				87,310.28			
IBEW Local 1245								
83	IBEW Local 1245	FEB 2025-2	UNION DUES, ONE HALF OF MONTH	02/21/2025	1,404.00	02/21/2025	100-219900 OTHER PAYROLL PAYABLES	225
	Total 83:				1,404.00			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	FEB 2025-2	W/HOLD TAX PAYABLE, PAYROLL	02/21/2025	24,057.44	02/21/2025	100-212000 FEDERAL WITHHOLDING PAYAB	225
7879	INTERNAL REVENUE SERVICE	FEB 2025-2	FICA TAX PAYABLE, PAYROLL	02/21/2025	265.44	02/21/2025	100-211000 FICA PAYABLE	225
7879	INTERNAL REVENUE SERVICE	FEB 2025-2	MED TAX PAYABLE, PAYROLL	02/21/2025	6,857.44	02/21/2025	100-211000 FICA PAYABLE	225
	Total 7879:				31,180.32			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1002017246	Digital Books	02/03/2025	288.00	02/14/2025	100-605-640 Books and Periodicals	225
617	INTERNATIONAL CODE COUNCIL	1002020861	Code Books	02/10/2025	317.50		100-605-640 Books and Periodicals	225
617	INTERNATIONAL CODE COUNCIL	1002021643	Code Books	02/11/2025	304.50	02/14/2025	100-605-640 Books and Periodicals	225
617	INTERNATIONAL CODE COUNCIL	1002021693	Code Books	02/11/2025	116.50	02/14/2025	100-605-640 Books and Periodicals	225
617	INTERNATIONAL CODE COUNCIL	1002023445	Study Guide	02/13/2025	69.00	02/14/2025	100-605-580 Training	225
	Total 617:				1,095.50			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	868427-IN	oil and wipers for fleet	02/18/2025	292.15		100-480-610 Automotive Supplies	225
4329	INTERSTATE OIL COMPANY	TW81554-IN	bulk diesel for fleet	02/04/2025	5,159.26	02/14/2025	100-480-625 Bulk Diesel	225
	Total 4329:				5,451.41			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	30750093	SW Area Plan	01/31/2025	3,895.00		100-610-322 Prof Serv-Other	125
	Total 8715:				3,895.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	70238	Tools	02/19/2025	31.31		100-417-600 General Supplies	225
7650	LOWES CREDIT SERVICES	77384	Wood working supplies	02/04/2025	49.59	02/14/2025	100-417-600 General Supplies	225
7650	LOWES CREDIT SERVICES	77588	Sanding disc	02/04/2025	18.98	02/14/2025	100-575-600 General Supplies	225
7650	LOWES CREDIT SERVICES	88209	caulking and flashing for north east booster	02/11/2025	207.80		510-810-614 Shop Supplies	225
7650	LOWES CREDIT SERVICES	91048	Ice melt, nitrile gloves, electrical tester	02/13/2025	80.67	02/14/2025	520-810-614 Shop Supplies	225
7650	LOWES CREDIT SERVICES	970628-ohfiri	cleaning supplies	01/10/2025	185.52	02/14/2025	510-810-614 Shop Supplies	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	971006-ojxcbd	cleaning supplies	01/31/2025	176.24	02/14/2025	510-810-614 Shop Supplies	125
7650	LOWES CREDIT SERVICES	971413-ojxcbk	9A parts	01/31/2025	4.33	02/14/2025	510-810-614 Shop Supplies	125
7650	LOWES CREDIT SERVICES	974828-ohlnxn	N.E. booster supplies	01/13/2025	392.56	02/14/2025	510-810-430 Outside Serv-Repair & Maint	125
7650	LOWES CREDIT SERVICES	974850-ohlnxo	ratchet straps for lumber rack	01/13/2025	42.73	02/14/2025	510-810-614 Shop Supplies	125
7650	LOWES CREDIT SERVICES	976111-ohqedk	N.E. Booster supplies for overhang	01/14/2025	540.78	02/14/2025	510-810-430 Outside Serv-Repair & Maint	125
7650	LOWES CREDIT SERVICES	976344	General Supplies	01/14/2025	120.69	02/14/2025	520-810-600 General Supplies	125
7650	LOWES CREDIT SERVICES	976360	General supplies	01/14/2025	120.69-	02/14/2025	520-810-600 General Supplies	125
7650	LOWES CREDIT SERVICES	977897-ohuxbd	N.E. booster supplies for overhang	01/15/2025	55.68	02/14/2025	510-810-430 Outside Serv-Repair & Maint	125
7650	LOWES CREDIT SERVICES	977956-ohuxbf	Parts for electrician	01/15/2025	6.45	02/14/2025	510-810-420 Outside Services	125
7650	LOWES CREDIT SERVICES	980283-oidqjp	N.E. supplies for overhang	01/17/2025	114.41	02/14/2025	510-810-430 Outside Serv-Repair & Maint	125
7650	LOWES CREDIT SERVICES	988248-ogfly	label maker	01/02/2025	108.78	02/14/2025	510-810-614 Shop Supplies	125
7650	LOWES CREDIT SERVICES	988682-oirioe	N.E. booster supplies for overhang	01/22/2025	210.52	02/14/2025	510-810-430 Outside Serv-Repair & Maint	125
7650	LOWES CREDIT SERVICES	988691	Batteries	01/22/2025	122.55	02/14/2025	100-575-600 General Supplies	125
7650	LOWES CREDIT SERVICES	99393	Light Bulbs	02/18/2025	42.69		100-417-600 General Supplies	225
	Total 7650:				2,391.59			
LYON COUNTY								
1126	LYON COUNTY	FEB 25	SENIOR CENTER RENTAL DEPOSIT SOTC	02/25/2025	485.00		100-412-650 Community Support	225
	Total 1126:				485.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I22983	Portable Restroom Maintenance	02/01/2025	128.33	02/14/2025	100-575-420 Outside Services	225
8509	MARSHALL'S SEPTIC CARE	I22985	Portable Restroom Maintenance	02/01/2025	128.33	02/14/2025	100-575-420 Outside Services	225
8509	MARSHALL'S SEPTIC CARE	I22986	Portable Restroom Maintenance	02/01/2025	551.65	02/14/2025	100-575-420 Outside Services	225
8509	MARSHALL'S SEPTIC CARE	I22987	Portable Restroom Maintenance	02/01/2025	220.66	02/14/2025	100-575-420 Outside Services	225
8509	MARSHALL'S SEPTIC CARE	I22988	Portable Restroom Maintenance	02/01/2025	220.66	02/14/2025	100-575-420 Outside Services	225
8509	MARSHALL'S SEPTIC CARE	I22989	Portable Restroom Maintenance	02/01/2025	118.33	02/14/2025	100-575-420 Outside Services	225
8509	MARSHALL'S SEPTIC CARE	I22990	Portable Restroom Maintenance	02/01/2025	118.33	02/14/2025	100-417-420 Outside Services	225
	Total 8509:				1,486.29			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	MAR 2025	5952725 GROUP VISION INSURANCE	03/01/2025	946.33		100-217200 Vision Insurance Payable MetL	325
5387	METLIFE SMALL BUSINESS CENTER	MAR 2025	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	03/01/2025	3,807.03		100-217300 Life/ADD LTD/STD Anthem Payabl	325
5387	METLIFE SMALL BUSINESS CENTER	MAR 2025	5952725 GROUP DENTAL INSURANCE	03/01/2025	5,832.46		100-217100 Dental Insurance Payable MetL	325
	Total 5387:				10,585.82			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	150250	Outside legal criminal	01/31/2025	31.00	02/14/2025	100-414-310 Prof Serv-Legal	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8906:				31.00			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	5934436	Quarterly Maintenance/Monitoring	03/01/2025	1,020.22		100-575-430 Outside Serv-Repair & Maint	325
8814	MOUNTAIN ALARM	5934436	Quarterly Maintenance/Monitoring	03/01/2025	1,020.23		100-417-430 Outside Serv-Repair & Maint	325
	Total 8814:				2,040.45			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	71818739	annular cutter for shop	02/10/2025	56.42	02/14/2025	100-480-600 General Supplies	225
115	MSC INDUSTRIAL SUPPLY CO	72705789	electrical box for well 9	02/12/2025	78.83		510-810-614 Shop Supplies	225
115	MSC INDUSTRIAL SUPPLY CO	75389789	New batteries for sage ranch tank	02/18/2025	389.28		510-810-614 Shop Supplies	225
	Total 115:				524.53			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	424516	parts for genset trailer	02/05/2025	215.74	02/14/2025	100-480-610 Automotive Supplies	225
58	NAPA AUTO & TRUCK PARTS	424870	Oil absorbent	02/12/2025	56.96	02/14/2025	100-475-600 General Supplies	225
58	NAPA AUTO & TRUCK PARTS	424923	blower motor for 2004 W/W	02/13/2025	75.99		100-480-610 Automotive Supplies	225
58	NAPA AUTO & TRUCK PARTS	424930	WIRE PARTS FOR STREETS NEW TRUCK	02/13/2025	28.98		100-480-610 Automotive Supplies	225
58	NAPA AUTO & TRUCK PARTS	425139	emergency lighting for streets new truck	02/18/2025	253.98		100-575-616 Safety Supplies	225
	Total 58:				631.65			
NORTHERN NEVADA CHAPTER ICC								
904	NORTHERN NEVADA CHAPTER ICC	INV332	Membership for the Building Department	02/24/2025	200.00		100-605-581 Dues and Memberships	225
	Total 904:				200.00			
NORTHERN TOOL & EQUIPMENT								
4481	NORTHERN TOOL & EQUIPMENT	54658345	Pintle hitch for streets dump truck	01/30/2025	269.99	02/20/2025	100-480-610 Automotive Supplies	125
	Total 4481:				269.99			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	JAN 25	BLACK BEAR DINER; BUILDERS ASSOC. BREAKFAST CM	01/31/2025	18.29	02/10/2025	100-413-600 General Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	ZOOM; ANNUAL MEMBERSHIP CAO	01/31/2025	159.90	02/10/2025	100-414-530 Communications	125
8649	NSB - BANKCARD CENTER	JAN 25	SUPERBRIGHTLEDS.COM; LIGHT BULBS FL	01/31/2025	129.94	02/10/2025	100-480-610 Automotive Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	BATTERY GUY; EMERGENCY EXIT SIGN BACKUP BATTE	01/31/2025	186.44	02/10/2025	510-840-614 Shop Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	TEAMVIEWER; ANNUAL RENEWAL FOR PAC LICENSE W	01/31/2025	1,344.21	02/10/2025	520-810-642 Licenses and Permits	125
8649	NSB - BANKCARD CENTER	JAN 25	IMAGING SPECTRUM; DNP PHOTO PAPER CCO	01/31/2025	157.00	02/10/2025	100-416-600 General Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	ZOOM; CMO MONTHLY SUBSCRIPTION & ZOOM ROOMS	01/31/2025	217.00	02/10/2025	100-418-342 Tech Services-Other	125
8649	NSB - BANKCARD CENTER	JAN 25	APPLIED SOFTWARE; ADD USER TO EXISTING BLUE BE	01/31/2025	156.75	02/10/2025	100-418-342 Tech Services-Other	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	JAN 25	RALEY'S; ALL HANDS 1/29/25	01/31/2025	88.68	02/10/2025	100-412-586 Employee Recognition	125
8649	NSB - BANKCARD CENTER	JAN 25	OSHA 360 TRAINING; FLAGGER TRAINING D. HEARN PW	01/31/2025	79.00	02/10/2025	100-475-580 Training	125
8649	NSB - BANKCARD CENTER	JAN 25	AMAZON; CEILING LIGHT COVERS FAC	01/31/2025	38.98	02/10/2025	100-417-600 General Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	NCSC; CLASS FOR JUDGE FMC	01/31/2025	495.00	02/10/2025	100-425-580 Training	125
8649	NSB - BANKCARD CENTER	JAN 25	AMAZON; OFFICE TABLE BLD	01/31/2025	199.99	02/10/2025	100-605-601 Office Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	EVENTBRITE; NNDA STATE OF THE COUNTIES WARD 1,	01/31/2025	150.00	02/10/2025	100-412-580 Training	125
8649	NSB - BANKCARD CENTER	JAN 25	SUPERBRIGHTLEDS.COM; LIGHT BULBS FL	01/31/2025	229.98	02/10/2025	100-480-600 General Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	SPRINGHILL SUITES; HOTEL STAY, RESIDENTIAL REVIE	01/31/2025	762.28	02/10/2025	100-605-582 Travel	125
8649	NSB - BANKCARD CENTER	JAN 25	AMAZON; OFFICE CHAIRS BLD	01/31/2025	158.34	02/10/2025	100-605-601 Office Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	STAMPLI; DEC 2024	01/31/2025	1,034.00	02/10/2025	100-418-342 Tech Services-Other	125
8649	NSB - BANKCARD CENTER	JAN 25	HRCI; HR RE-CERTIFICATION M. CARTER	01/31/2025	169.00	02/10/2025	100-413-581 Dues and Memberships	125
8649	NSB - BANKCARD CENTER	JAN 25	MIDWEST CONTROLS; VALVE REPAIR KITS WTP	01/31/2025	480.00	02/10/2025	510-840-614 Shop Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	CERTAINLY WOOD; CM OFFICE WOOD VENEER	01/31/2025	296.46	02/10/2025	100-413-600 General Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	AGA; DUES & MEMBERSHIPS J. CARRICK FIN	01/31/2025	100.00	02/10/2025	100-415-581 Dues and Memberships	125
8649	NSB - BANKCARD CENTER	JAN 25	GFOA; MEMBERSHIP RENEWAL FIN	01/31/2025	150.00	02/10/2025	100-415-581 Dues and Memberships	125
8649	NSB - BANKCARD CENTER	JAN 25	AMAZON; TRANSAXLE SEAL SERVICE KIT FL	01/31/2025	39.98	02/10/2025	100-480-610 Automotive Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	ZOOM; FMC SUBSCRIPTION	01/31/2025	100.00	02/10/2025	100-425-322 Prof Serv-Other	125
8649	NSB - BANKCARD CENTER	JAN 25	DISCOUNT MUGS; PASSPORT SUPPLIES, MINI CARRY-O	01/31/2025	775.20	02/10/2025	100-416-550 Printing and Postage	125
8649	NSB - BANKCARD CENTER	JAN 25	DRIVERS LICENSE GUIDE; ID CHECKING GUIDES CCO	01/31/2025	89.25	02/10/2025	100-416-605 Minor Equipment	125
8649	NSB - BANKCARD CENTER	JAN 25	AMAZON; TRUCK STEPS AND MATS FOR DON FAC	01/31/2025	251.98	02/10/2025	100-575-610 Automotive Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	AMAZON; DOG WASTE BAGS PARKS	01/31/2025	69.99	02/10/2025	100-575-600 General Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	MASTERCRAFT HARDWOOD; FACILITIES MELAMINE & M	01/31/2025	267.21	02/10/2025	100-417-600 General Supplies	125
8649	NSB - BANKCARD CENTER	JAN 25	AMERICAN AIRLINES; NLC CONGRESSIONAL CONF. DC,	01/31/2025	903.37	02/10/2025	100-412-582 Travel	125
8649	NSB - BANKCARD CENTER	JAN 25	FERNLEY CHAMBER; QUARTERLY LUNCHEON, WARD 4	01/31/2025	25.00	02/10/2025	100-412-650 Community Support	125
8649	NSB - BANKCARD CENTER	JAN 25	APPLIED SOFTWARE; ANNUAL SUBSCRIPTION BLD	01/31/2025	2,223.00	02/10/2025	100-418-342 Tech Services-Other	125
8649	NSB - BANKCARD CENTER	JAN 25	EMPLOYEE NAVIGATOR; 2024 ACA REPORTING	01/31/2025	578.76	02/10/2025	100-413-540 Advertising	125
	Total 8649:				12,124.98			
NV ENERGY								
167	NV ENERGY	13050 FEB 25	48768103613050 ACH	02/11/2025	1,966.91	02/27/2025	100-417-622 Electricity	225
167	NV ENERGY	14319 FEB 25	34596405214319 ACH	02/08/2025	109.78	02/26/2025	100-575-622 Electricity	225
167	NV ENERGY	34991 FEB 25	34596407734991 ACH	02/12/2025	37.54	02/28/2025	510-810-622 Electricity	225
167	NV ENERGY	37594 FEB 25	80865904937594 ACH	02/12/2025	37.54	02/28/2025	100-475-622 Electricity	225
167	NV ENERGY	41110 FEB 25	82190403641110 ACH	02/07/2025	42.89	02/25/2025	520-810-622 Electricity	225
167	NV ENERGY	52067 FEB 25	82190407952067ACH	02/12/2025	119.90	02/28/2025	520-810-622 Electricity	225
167	NV ENERGY	65197 FEB 25	3459640765197 ACH	02/11/2025	37.54	02/27/2025	510-810-622 Electricity	225
167	NV ENERGY	67463 FEB 25	34596404867463 ACH	02/12/2025	81.33	02/28/2025	100-575-622 Electricity	225
167	NV ENERGY	68387 FEB 25	345964082-68387	02/12/2025	37.54	02/28/2025	100-475-622 Electricity	225
167	NV ENERGY	84389 FEB 25	34596503684389 ACH	02/11/2025	305.79	02/27/2025	100-417-622 Electricity	225
167	NV ENERGY	98954 FEB 25	82190405098954 ACH	02/07/2025	3,569.51	02/25/2025	520-810-622 Electricity	225
	Total 167:				6,346.27			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2349	NV ENERGY	PID#3012310493-1	Electric - LEA w NVE	02/06/2025	52.00		220-480-683 Depot Amenity Building	225
Total 2349:					52.00			
OFFICE DEPOT								
133	OFFICE DEPOT	407858402001	white board supplies	01/22/2025	59.99-	02/14/2025	100-414-600 General Supplies	125
133	OFFICE DEPOT	407992678001	UT OFFICE SUPPLIES	02/07/2025	49.97		510-166100 Construction In Progress	225
133	OFFICE DEPOT	407992678001	UT OFFICE SUPPLIES	02/07/2025	49.98		510-810-601 Office Supplies	225
133	OFFICE DEPOT	408031569001	UT OFFICE SUPPLIES	02/07/2025	6.93		510-810-601 Office Supplies	225
133	OFFICE DEPOT	408031569001	UT OFFICE SUPPLIES	02/07/2025	6.92		520-810-601 Office Supplies	225
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.54	02/14/2025	100-575-600 General Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.52	02/14/2025	100-605-600 General Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.52	02/14/2025	100-416-600 General Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.52	02/14/2025	510-810-601 Office Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.53	02/14/2025	100-415-600 General Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.52	02/14/2025	100-525-600 General Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.52	02/14/2025	520-810-601 Office Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.53	02/14/2025	100-418-600 General Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.52	02/14/2025	100-414-600 General Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.52	02/14/2025	510-840-601 Office Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.53	02/14/2025	100-413-600 General Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.52	02/14/2025	100-610-600 General Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.52	02/14/2025	100-475-600 General Supplies	125
133	OFFICE DEPOT	409051641001	CITY WIDE PAPER	01/30/2025	35.52	02/14/2025	100-529-600 General Supplies	125
133	OFFICE DEPOT	409072834001	Gloves, Pens and Paper	01/23/2025	488.83	02/14/2025	100-425-600 General Supplies	125
133	OFFICE DEPOT	409073254001	Labels	01/23/2025	82.23	02/14/2025	100-425-600 General Supplies	125
133	OFFICE DEPOT	409313346001	Office Supplies- parking notifications	01/29/2025	58.00	02/14/2025	100-605-601 Office Supplies	125
133	OFFICE DEPOT	409313352001	Office Supplies- cable ties	01/29/2025	19.69	02/14/2025	100-605-601 Office Supplies	125
133	OFFICE DEPOT	409313353001	Office Supplies- string ties	01/29/2025	30.09	02/14/2025	100-605-601 Office Supplies	125
133	OFFICE DEPOT	409850020001	returned Calendar inv 404605162001	02/12/2025	19.11-		100-413-600 General Supplies	225
133	OFFICE DEPOT	409878843001	Awards Certs 2nd Semester- Mayor	02/05/2025	68.33	02/14/2025	100-412-600 General Supplies	225
133	OFFICE DEPOT	410015522001	Bulletin Board CMO	02/06/2025	43.39		100-413-600 General Supplies	225
133	OFFICE DEPOT	410015763001	CM- Gen Supply Coat Rack	02/10/2025	136.99		100-413-600 General Supplies	225
133	OFFICE DEPOT	411382627001	Office supplies- rubber bands, binder clips, tape, paper clips	02/06/2025	58.75	02/14/2025	100-605-601 Office Supplies	225
133	OFFICE DEPOT	411383878001	Office Supplies- Staple removers	02/06/2025	40.96	02/14/2025	100-605-601 Office Supplies	225
133	OFFICE DEPOT	411383879001	Office supplies- Stamp	02/11/2025	80.97	02/14/2025	100-605-601 Office Supplies	225
133	OFFICE DEPOT	411545608001	Cork Board CM	02/12/2025	48.49		100-413-600 General Supplies	225
133	OFFICE DEPOT	411546066001	Paper Clips - CM Office	02/12/2025	2.07		100-413-600 General Supplies	225
133	OFFICE DEPOT	411914376001	Dry Erase	02/12/2025	37.11		100-413-600 General Supplies	225
133	OFFICE DEPOT	411915361001	Folders WTP	02/12/2025	24.19		520-810-601 Office Supplies	225
Total 133:					1,752.12			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-339736	wheel seal for 3007	02/04/2025	43.92	02/14/2025	100-480-610 Automotive Supplies	225
6230	O'REILLY AUTO PARTS	3599-340534	thermostat for 9002	02/10/2025	21.86	02/14/2025	100-480-610 Automotive Supplies	225
6230	O'REILLY AUTO PARTS	3599-340662	brake parts for fleet	02/11/2025	14.00	02/14/2025	100-480-610 Automotive Supplies	225
6230	O'REILLY AUTO PARTS	3599-340924	oil drain plug for 9004	02/13/2025	3.16		100-480-610 Automotive Supplies	225
	Total 6230:				82.94			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	7R03056-2	Utilities	02/01/2025	347.94	02/14/2025	510-810-550 Printing and Postage	225
8929	PACIFIC OFFICE AUTOMATION	7R03056-2	FMC	02/01/2025	695.88	02/14/2025	100-425-550 Printing and Postage	225
8929	PACIFIC OFFICE AUTOMATION	7R03056-2	HR	02/01/2025	695.88	02/14/2025	100-413-550 Printing and Postage	225
8929	PACIFIC OFFICE AUTOMATION	7R03056-2	Clerk	02/01/2025	695.88	02/14/2025	100-416-550 Printing and Postage	225
8929	PACIFIC OFFICE AUTOMATION	7R03056-2	CAO	02/01/2025	695.88	02/14/2025	100-414-550 Printing and Postage	225
8929	PACIFIC OFFICE AUTOMATION	7R03056-2	Utilities	02/01/2025	347.94	02/14/2025	520-810-550 Printing and Postage	225
8929	PACIFIC OFFICE AUTOMATION	7R03056-2	Main	02/01/2025	695.88	02/14/2025	100-417-550 Printing and Postage	225
	Total 8929:				4,175.28			
PACIFIC STATES COMMUNICATIONS								
1325	PACIFIC STATES COMMUNICATIONS	507341	Q1945 IT Discovery Contract FY24/25- Final	02/04/2025	8,250.00	02/14/2025	100-413-322 Prof Serv-Other	225
1325	PACIFIC STATES COMMUNICATIONS	507390	Annual Billing for 2025-2026 Agreement HW / SW - Mitel	02/13/2025	9,483.00		100-418-342 Tech Services-Other	225
	Total 1325:				17,733.00			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5247171	Shred Services	02/05/2025	66.00	02/14/2025	100-416-420 Outside Services	225
	Total 8876:				66.00			
PDM								
139	PDM	564174-01	Score Board Posts	02/19/2025	637.50		100-575-600 General Supplies	225
139	PDM	564174-01	Plot Posts	02/19/2025	609.88		100-576-600 General Supplies	225
	Total 139:				1,247.38			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	FEB 2025	RETIREE INSURANCE - #819	02/06/2025	223.77		100-415-240 Group Insurance	225
143	PUBLIC EMPLOYEES BENEFITS PROG	FEB 2025	RETIREE INSURANCE - #819	02/06/2025	96.80		100-605-240 Group Insurance	225
143	PUBLIC EMPLOYEES BENEFITS PROG	FEB 2025	RETIREE INSURANCE - #819	02/06/2025	1.11		510-810-240 Group Insurance	225
143	PUBLIC EMPLOYEES BENEFITS PROG	FEB 2025	RETIREE INSURANCE - #819	02/06/2025	268.39		520-810-240 Group Insurance	225
	Total 143:				590.07			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	JAN 2025	#621 RETIREMENT CONTRIBUTIONS	01/31/2025	161,095.38	02/18/2025	100-216000 RETIREMENT PAYABLE	125
	Total 144:				161,095.38			
PURCELL TIRE CO								
38	PURCELL TIRE CO	26169253	tire repair	02/06/2025	44.89	02/14/2025	100-480-610 Automotive Supplies	225
	Total 38:				44.89			
QUADIENT LEASING USA, INC.								
8737	QUADIENT LEASING USA, INC.	17647007	UT BULK MAILER RENEWAL	02/11/2025	1,357.50		510-166100 Construction In Progress	225
8737	QUADIENT LEASING USA, INC.	17647007	UT BULK MAILER RENEWAL	02/11/2025	1,357.50		510-810-550 Printing and Postage	225
8737	QUADIENT LEASING USA, INC.	Q1660224	UT LEASE PMT	01/02/2025	2,794.41	02/20/2025	510-166100 Construction In Progress	125
8737	QUADIENT LEASING USA, INC.	Q1660224	UT LEASE PMT	01/02/2025	2,794.41	02/20/2025	510-810-441 Rentals	125
	Total 8737:				8,303.82			
QUALITY MOBILE DETAILING								
8740	QUALITY MOBILE DETAILING	2045	Car Detailing	02/10/2025	1,440.00	02/14/2025	100-480-420 Outside Services	225
	Total 8740:				1,440.00			
RACO MANUFACTURING & ENGINEERING CO								
9048	RACO MANUFACTURING & ENGINEERING CO	113299	PS Backup SCADA alarm system	02/13/2025	2,475.00		510-840-429 Outside Serv-SCADA	225
	Total 9048:				2,475.00			
REDWOOD TOXICOLOGY LABORATORY, INC.								
8886	REDWOOD TOXICOLOGY LABORATORY, INC.	844265	UA Tests	02/19/2025	1,305.75		100-425-341 Pretrial Services Program	225
	Total 8886:				1,305.75			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	6915662	Advertising	01/31/2025	164.16	02/14/2025	100-610-540 Advertising	125
	Total 152:				164.16			
RENOWN HEALTH								
190	RENOWN HEALTH	3737435	MRN 4620577	02/10/2025	14.52		100-528-322 Prof Serv-Other	225
190	RENOWN HEALTH	3737435	MRN 3304589	02/10/2025	11.45		100-480-322 Prof Serv-Other	225
190	RENOWN HEALTH	3737435	MRN 0713470	02/10/2025	25.00		100-525-322 Prof Serv-Other	225
190	RENOWN HEALTH	3737435	MRN 3304589	02/10/2025	6.80		520-810-322 Prof Serv-Other	225
190	RENOWN HEALTH	3737435	MRN 5027625	02/10/2025	25.00		510-810-322 Prof Serv-Other	225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
190	RENOWN HEALTH	3737435	MRN 3087960	02/10/2025	25.00		510-810-322 Prof Serv-Other	225
190	RENOWN HEALTH	3737435	MRN 4620577	02/10/2025	10.48		520-810-322 Prof Serv-Other	225
190	RENOWN HEALTH	3737435	MRN 3304589	02/10/2025	6.75		510-810-322 Prof Serv-Other	225
	Total 190:				125.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	25-0187	Water Rights Services for TROA storage, NDWR database up	02/21/2025	4,498.75		510-810-698 Water Rights Protection	225
8602	RESOURCE CONCEPTS	25-0188	Water Rights Consultation Services for NV Energy Project	02/21/2025	285.00		510-810-698 Water Rights Protection	225
	Total 8602:				4,783.75			
RESOURCE DEVELOPMENT COMPANY, LLC								
668	RESOURCE DEVELOPMENT COMPANY, LLC	4	Water Reservior Tank Construction	12/31/2024	456,024.70	02/14/2025	510-166100 Construction In Progress	1224
668	RESOURCE DEVELOPMENT COMPANY, LLC	Pay App 5	Surface Wtr 1.5mg Tank	01/31/2025	364,130.30		510-166100 Construction In Progress	125
	Total 668:				820,155.00			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	25020609	ARMORED SERVICES-SEWER	02/10/2025	219.64	02/14/2025	520-810-342 Tech Services-Other	225
8629	SECTRAN SECURITY, INC.	25020609	ARMORED SERVICES-GF	02/10/2025	219.64	02/14/2025	100-415-322 Prof Serv-Other	225
8629	SECTRAN SECURITY, INC.	25020609	ARMORED SERVICES-WATER	02/10/2025	219.64	02/14/2025	510-810-342 Tech Services-Other	225
	Total 8629:				658.92			
SENSUS USA								
1579	SENSUS USA	25002534	FLEX NET SOFTWARE RENEWAL 1 YR	02/12/2025	3,700.00		510-810-342 Tech Services-Other	225
	Total 1579:				3,700.00			
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL								
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	25-01	PS surface water consulting	02/10/2025	1,500.00		510-840-320 Prof Serv-Engineering	225
	Total 8884:				1,500.00			
SHAPE INCORPORATED								
9037	SHAPE INCORPORATED	43729B31740	E-Ones	02/24/2025	15,480.00		520-810-615 E-One Supplies	225
	Total 9037:				15,480.00			
SIERRA ELECTRONICS								
161	SIERRA ELECTRONICS	AR49042	Radio Repair	02/11/2025	48.00	02/14/2025	100-417-430 Outside Serv-Repair & Maint	225
161	SIERRA ELECTRONICS	AR49043	Radio Repair	02/11/2025	146.50	02/14/2025	100-417-430 Outside Serv-Repair & Maint	225
161	SIERRA ELECTRONICS	AR49044	Radio Repair	02/11/2025	146.50	02/14/2025	100-475-420 Outside Services	225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
161	SIERRA ELECTRONICS	AR49045	Radio Repair	02/11/2025	146.50	02/14/2025	100-575-430 Outside Serv-Repair & Maint	225
161	SIERRA ELECTRONICS	AR49046	Radio Repair	02/11/2025	146.50	02/14/2025	100-575-430 Outside Serv-Repair & Maint	225
161	SIERRA ELECTRONICS	AR49047	Radio Repair	02/11/2025	224.92	02/14/2025	510-810-420 Outside Services	225
161	SIERRA ELECTRONICS	AR49048	Radio Repair	02/11/2025	224.92	02/14/2025	510-810-420 Outside Services	225
161	SIERRA ELECTRONICS	AR49049	Radio Repair	02/11/2025	224.92	02/14/2025	510-810-420 Outside Services	225
161	SIERRA ELECTRONICS	AR49050	Radio Repair	02/11/2025	145.00	02/14/2025	510-810-420 Outside Services	225
161	SIERRA ELECTRONICS	AR49149	Radio repair	02/20/2025	676.45		100-575-430 Outside Serv-Repair & Maint	225
	Total 161:				2,130.21			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN325705	WWTP monitoring well samples	02/10/2025	665.00	02/14/2025	520-810-423 Outside Serv-Analytical	225
7856	SILVER STATE ANALYTICAL LABORATORIES	RN325796	Palomino main shut down	02/11/2025	44.00	02/14/2025	510-810-423 Outside Serv-Analytical	225
7856	SILVER STATE ANALYTICAL LABORATORIES	RN325833	sierra st and palomino dr samples	02/12/2025	44.00	02/14/2025	510-810-423 Outside Serv-Analytical	225
7856	SILVER STATE ANALYTICAL LABORATORIES	RN326040	WWTP annual priority pollutant sampling	02/19/2025	2,064.00		520-810-423 Outside Serv-Analytical	225
7856	SILVER STATE ANALYTICAL LABORATORIES	RN326066	WWTP Influent & Effluent Samples	02/19/2025	502.00		520-810-423 Outside Serv-Analytical	225
7856	SILVER STATE ANALYTICAL LABORATORIES	RN326068	WWTP monitoring well samples	02/19/2025	665.00		520-810-423 Outside Serv-Analytical	225
7856	SILVER STATE ANALYTICAL LABORATORIES	RN326206	monthly samples round 2	02/21/2025	264.00		510-810-423 Outside Serv-Analytical	225
7856	SILVER STATE ANALYTICAL LABORATORIES	RN326235	PS lab samples	02/21/2025	18.00		510-840-423 Outside Serv-Analytical	225
	Total 7856:				4,266.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	70779	Signs	02/14/2025	1,303.10		100-475-615 Sign & Stripe Supplies	225
	Total 170:				1,303.10			
SMITH & LOVELESS, INC								
213	SMITH & LOVELESS, INC	182701	lift station solenoids	02/13/2025	1,157.48		520-810-614 Shop Supplies	225
	Total 213:				1,157.48			
SOSU TV CORP								
8909	SOSU TV CORP	WC1499	Fernley Focus Videos 25	02/01/2025	1,500.00	02/14/2025	100-413-322 Prof Serv-Other	225
	Total 8909:				1,500.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	86744 FEB 25	910001086744 WTP	02/12/2025	4,895.68	03/03/2025	510-840-621 Natural Gas	225
	Total 204:				4,895.68			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	FEB 2025-2	CHILD SUPPORT	02/21/2025	319.84	02/20/2025	100-219900 OTHER PAYROLL PAYABLES	225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 176:				319.84			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	18685	Water Right Contract FY24/25 JAN 25	01/31/2025	6,561.10	02/14/2025	510-810-698 Water Rights Protection	125
	Total 3275:				6,561.10			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2025400100500	PS Sodium Hypochlorite	02/03/2025	8,973.00	02/14/2025	510-840-617 Chemical Supplies	225
8646	THATCHER COMPANY, INC.	2025400100501	WWTP Chlorine	02/04/2025	6,729.75	02/14/2025	520-810-617 Chemical Supplies	225
	Total 8646:				15,702.75			
THOLL FENCE								
1340	THOLL FENCE	24856	PS gate safety device replacement. final 50%.	02/07/2025	1,260.00	02/14/2025	510-840-430 Outside Serv-Repair & Maint	225
	Total 1340:				1,260.00			
TITAN ELECTRICAL CO								
6548	TITAN ELECTRICAL CO	12735	Traffic Light Replacement	02/13/2025	798.00	02/14/2025	100-475-422 Outside Serv-Traf Light Maint	225
	Total 6548:				798.00			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	MAR 2025	PREPAID IN-HOUSE POSTAGE	03/01/2025	1,900.00		510-810-550 Printing and Postage	325
7344	U S POSTAL SERVICE	MAR 2025	PREPAID IN-HOUSE POSTAGE	03/01/2025	1,900.00		520-810-550 Printing and Postage	325
	Total 7344:				3,800.00			
UNVC								
9034	UNVC	4854	Inspections	02/06/2025	2,748.54		220-480-810 ARPA	225
	Total 9034:				2,748.54			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00613199	PS level sensor	02/04/2025	734.26	02/14/2025	510-840-614 Shop Supplies	225
464	USA BLUEBOOK	INV00619254	PS lab supplies	02/10/2025	135.24	02/14/2025	510-840-614 Shop Supplies	225
	Total 464:				869.50			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10104611	WATER DEPOSIT REFUND	02/19/2025	20.48	02/20/2025	510-228200 Customer Deposits	225
2202	UTILITY DEPOSITS	12209812	CREDIT REFUND	02/18/2025	91.33	02/20/2025	010-115100 Cash Clearing-Utilities	225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	13583804	CREDIT REFUND	02/14/2025	51.16	02/20/2025	010-115100 Cash Clearing-Utilities	225
2202	UTILITY DEPOSITS	13973701	WATER DEPOSIT REFUND	02/19/2025	2.00	02/20/2025	510-228200 Customer Deposits	225
2202	UTILITY DEPOSITS	13973701	SEWER DEPOSIT REFUND	02/19/2025	80.00	02/20/2025	520-228200 Customer Deposits	225
2202	UTILITY DEPOSITS	16974001	SEWER DEPOSIT REFUND	02/12/2025	9.79	02/20/2025	520-228200 Customer Deposits	225
2202	UTILITY DEPOSITS	16974201	WATER DEPOSIT REFUND	02/20/2025	2.39	02/20/2025	510-228200 Customer Deposits	225
2202	UTILITY DEPOSITS	16974201	SEWER DEPOSIT REFUND	02/20/2025	80.00	02/20/2025	520-228200 Customer Deposits	225
2202	UTILITY DEPOSITS	18516915	CREDIT REFUND	02/13/2025	95.51	02/20/2025	010-115100 Cash Clearing-Utilities	225
2202	UTILITY DEPOSITS	19680305	CREDIT REFUND	02/18/2025	28.98	02/20/2025	010-115100 Cash Clearing-Utilities	225
	Total 2202:				461.64			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	6104888717	Water Dist	02/21/2025	784.42	02/20/2025	510-810-530 Communications	225
8495	VERIZON WIRELESS	6104888717	Bldg & Safety	02/21/2025	380.29	02/20/2025	100-417-530 Communications	225
8495	VERIZON WIRELESS	6104888717	FMC	02/21/2025	56.15	02/20/2025	100-425-530 Communications	225
8495	VERIZON WIRELESS	6104888717	City Hall/Facilities	02/21/2025	502.40	02/20/2025	100-417-530 Communications	225
8495	VERIZON WIRELESS	6104888717	WW	02/21/2025	315.99	02/20/2025	520-810-530 Communications	225
8495	VERIZON WIRELESS	6104888717	City Attorney	02/21/2025	207.11	02/20/2025	100-414-530 Communications	225
8495	VERIZON WIRELESS	6104888717	IT	02/21/2025	96.16	02/20/2025	100-418-530 Communications	225
8495	VERIZON WIRELESS	6104888717	WW Router	02/21/2025	52.00	02/20/2025	520-810-530 Communications	225
8495	VERIZON WIRELESS	6104888717	CMO	02/21/2025	56.15	02/20/2025	100-413-530 Communications	225
8495	VERIZON WIRELESS	6104888717	WTP	02/21/2025	623.45	02/20/2025	510-840-530 Communications	225
8495	VERIZON WIRELESS	6104888717	Council	02/21/2025	210.00	02/20/2025	100-412-530 Communications	225
8495	VERIZON WIRELESS	6104888717	Finance	02/21/2025	64.10	02/20/2025	100-415-605 Minor Equipment	225
8495	VERIZON WIRELESS	6104979397	52267 Jan 2-Feb 01 25	02/21/2025	40.01	02/14/2025	520-810-530 Communications	225
	Total 8495:				3,388.23			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2669	SCADA	01/31/2025	2,062.20		520-810-429 Outside Serv-SCADA	125
8606	VERUS ASSOCIATES NEVADA, LLC	2670	PS SCADA services/equipment	01/31/2025	752.86		510-840-429 Outside Serv-SCADA	125
	Total 8606:				2,815.06			
VINNIE'S ELECTRIC INC.								
9050	VINNIE'S ELECTRIC INC.	6862	Water Fountain Outlets	02/21/2025	1,025.00		100-417-428 Outside Serv-Electrical	225
9050	VINNIE'S ELECTRIC INC.	6863	Outlets in offices.	02/21/2025	615.00		100-417-428 Outside Serv-Electrical	225
	Total 9050:				1,640.00			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	FEB 2025-2	DEFERRED COMPENSATION, 457	02/21/2025	5,095.15	02/21/2025	100-215000 457 PAYABLE	225
8591	VOYA FINANCIAL	FEB 2025-2	ROTH IRA	02/21/2025	210.00	02/21/2025	100-215000 457 PAYABLE	225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
	Total 8591:				5,305.15			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	33001 FEB 25	11-60772-33001	02/06/2025	146.90	02/14/2025	100-417-412 Utility Serv-Refuse	225
447	WASTE MANAGEMENT	33005 FEB 25	1160745-33005	02/06/2025	26.01	02/14/2025	510-840-412 Utility Serv-Refuse	225
447	WASTE MANAGEMENT	33009 FEB 25	11-60774-33009	02/06/2025	120.21	02/14/2025	510-810-412 Utility Serv-Refuse	225
447	WASTE MANAGEMENT	43003 FEB 25	11-60760-43003	02/06/2025	60.10	02/14/2025	520-810-412 Utility Serv-Refuse	225
	Total 447:				353.22			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2502-115198	hardware for fleet	02/14/2025	24.18		100-480-610 Automotive Supplies	225
8571	WESTERN INDUSTRIAL PARTS, INC.	2502-115856	hardware for fleet	02/21/2025	116.98		100-480-610 Automotive Supplies	225
	Total 8571:				141.16			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	MAR 2025	SUPPLEMENTAL INSURANCE	03/01/2025	90.35		100-218100 Western Insurance Payable	325
	Total 881:				90.35			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11606487	PS Backflow Relief Valve	02/06/2025	1,536.54	02/14/2025	510-840-614 Shop Supplies	225
195	WESTERN NEVADA SUPPLY CO.	11606487-0	PS freight on invoice11606487	02/06/2025	57.32		510-840-614 Shop Supplies	225
195	WESTERN NEVADA SUPPLY CO.	11608154-1	PS o-rings	02/13/2025	16.91		510-840-614 Shop Supplies	225
195	WESTERN NEVADA SUPPLY CO.	11608155	PS Rotometers	02/06/2025	529.39	02/14/2025	510-840-614 Shop Supplies	225
195	WESTERN NEVADA SUPPLY CO.	11623395	sensus dual port mxu	02/21/2025	1,894.68		510-166100 Construction In Progress	225
195	WESTERN NEVADA SUPPLY CO.	11627545	PS pH probe replacement project-parts/fittings	02/13/2025	608.73		510-840-614 Shop Supplies	225
195	WESTERN NEVADA SUPPLY CO.	11629541	New totalizer for well 9	02/19/2025	1,240.12		510-810-613 Meter Service Supplies	225
195	WESTERN NEVADA SUPPLY CO.	11634890	Sprinkler Heads	02/19/2025	1,512.12		100-575-600 General Supplies	225
195	WESTERN NEVADA SUPPLY CO.	11638916	2.5"" gate valves for hydrant meters	02/24/2025	576.18		510-810-613 Meter Service Supplies	225
	Total 195:				7,971.99			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	189522	Construction Support - Downtown PH 4 Bathroom	01/31/2025	645.00		220-480-683 Depot Amenity Building	125
	Total 2454:				645.00			
	Grand Totals:				3,780,372.70			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period

Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoice detail records above $0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
FEBRUARY 5, 2025

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilman Joe Mendoza, City Manager Ben Marchant, City Clerk Kim Swanson, Administrative Specialist 1 Sandy Harris, Deputy City Attorney Brandi Jensen, City Treasurer Robert Carson, Building Official Charity Birkel, Planning Director Michele Rambo, Assistant Planner Lisa Warner, Public Works Director Barry Williams, Deputy Public Works Director Olivia John.

1.3. Public Forum

Tammy Dittman, Fernley resident, requested clarification on hydrate testing and flow inspections.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA WITH ITEM 7.1 MOVED TO THE FEBRUARY 19, 2025 MEETING**. Action:** Approved**. Moved by:** Councilman Ryan Hanan**, Seconded by:** Councilman Stan Lau. **Vote**: Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

Sandy Harris, Administrative Specialist I, read the new business licenses.

2.4. Discussion and Possible action to approve amendment No. 1 with Lumos & Associates for engineering design and construction services for installation of a new flashing beacon on Farm District Road and Jasmine Lane for a Solar Option in an amount not to exceed $25,651.00.

2.5. Possible action to authorize the execution of the water rights banking and dedication agreement with Milton T. Miller and Kara L. Miller, APN 020-361-18 TCID serial number 1057- A in the amount of 9.0 acre feet.

2.6. Discussion and Possible action to approve a contract with Keller Associates to provide a Preliminary Engineering Report for the Caustic Soda pipe leaking issue presently occurring at the Water Treatment Plant's Chemical Building, outside conveyance manhole locations, and at the Microfiltration Building: and provide evaluation of the air compressors and pneumatic supply. The proposal is not to exceed the amount of $53,300

2.7. Discussion and Possible action to approve a purchase of equipment and parts through Meurer Research (MRI) for the sludge collector retrofit at the Water Treatment Plant in an amount not to exceed $23,407.00

2.8. Discussion and Possible action to approve a contract with JUB Engineering for Engineering Design Services for Mesa Drive Water Main Replacement in the amounts of $41,000.

2.9. Discussion and Possible action to approve a contract with Lumos and Associates for Engineering Design Services for Pond Relining for Ponds 4A & 4B located at the Wastewater Treatment Plant for an amount of $94,000

2.10. Consideration and Possible Action to approve a Final Subdivision Map (FSM20001) for Sunrise Trails Phase 1, on a site approximately ± 3.02-acres in size to develop 30 lots in the MF30 (Multi-Family 30du/ac) zoning district, generally located east of the terminus of Chisholm Trail (APN: 021-272-41).

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

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

Mayor Neal E. McIntyre called for a moment of silence for former mayor Leroy Goodman.

Chief Deputy Brantingham, Lyon County Sheriff's Office (LSCO), reported on February 24th that the second school resource officer will be coming to Fernley schools. The LCSO had a meeting with BOR (Bureau of Reclamation) regarding the property adjacent to the cemetery. They discussed MOUs as well as what the enforcement arm of that is going to look like. We are currently waiting for legal approval from BOR. BOR is also going to be cleaning up all the garbage out there. There has been a string of crimes here in Fernley over the last couple of months. The deputies and the special investigations have been working on that for the last couple of weeks, and an arrest has been made. Sheriff Pope put out some information regarding the sheriff's immigration policy. Our stance as a Sheriff's office is to support immigration operations that are occurring in the county and support our Federal partners through those processes. Our deputies are not going to be out checking the immigration status of people that they interact with. However, if somebody is arrested for a crime and booked into jail and immigration contacts us to place a hold on them, we will put that person on Federal hold at that time. The best practice is that we must protect the constitutional rights of our citizens while conducting that enforcement

Councilman Hanan thanked Chief Deputy Brantingham for helping to restore law and order on the far northern end of Fernley by the veteran’s cemetery.

Councilwoman Zoberski thanked Chief Deputy Brantingham for working with BOR and Councilman Torres for a lot of the legwork to get this moving and evolving to where it's at now.

Councilman Torres stated that Public Works Director Barry Williams has said he'd like to take part in the cleanup as well, so they'll have additional hands there, and probably some machinery as well if they need it.

Chief Deputy Brantingham stated that he appreciates that. As a sheriff's office, they just don't really have the means to do a large-scale cleanup like that of garbage. They have offered an inmate work crew to come up and help with that.

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

Ben Marchant, City Manager, announced the open enrollment for the 2025 Fernley Citizen and Leadership Academy that starts on Thursday, March 6 and runs for eight weeks. He also announced that the Senior Planner position has been filled, and they will be starting in March. He took a moment to recognize some of the outstanding employees we have at the City of Fernley that are continuing to develop their professional expertise and skills in their respective departments. Adisen Angus completed the National Animal Care and Control Association's Animal Control Officer One Unit. Senior Project Manager in engineering Ana Navarro received a certificate of completion for 40 hours of Civil 3D Fundamentals of Public Works and our Human Resources Manager received her Professional Human

Resources Certification again this year. He also announced that City Hall would be closed Monday, February 17th for President's Day.

Councilman Albert Torres announced that the Fernley Senior Citizens Advisory Committee meeting would be February 14th at 9:00 am in the Council Chambers. The Nevada League of Cities will be helping the City of Fernley at the legislative session with our Bill. Our BDR is asking for $15 million to finish Phase 2 of the Community Center. We have support from Senator Robin Titus and Assemblyman, Greg Koning.

Councilman Ryan Hannan extended his condolences to Mayor Goodman's family and friends.

Mayor McIntyre also commented on the Citizens Academy. He also reported that he spoke at the Chamber luncheon and thanked Councilman Mendoza, Councilman Torres, and Councilman Hannan for attending. Councilman Torres spoke about the legislature. Councilman. Hannan had a few things to say about different projects going on in the city. Mayor's Corner is Thursday, February 6, at the Wigwam from 6 pm to 8 pm. February 27th is the State of the City at the Senior Citizens building from 6 pm to 8 pm.

3.2. State of Nevada Legislative update

None

4. PROCLAMATIONS BY THE MAYOR

None

5. PRESENTATIONS

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

Robert Carson, City Treasurer, gave an update on the financial standing halfway through the fiscal year.

Councilman Torres asked about the PERS payment and are we sitting okay with our current budget and what we're looking for in the 25/26 budget.

Robert Carson, City Treasurer, stated that we do have an increase in PERS contributions that are based on wages. Rough estimates depending on what we do with salaries and things in the new budget year will be a couple $100,000 and those take effect July 1, 2025. Next year's budget will be a conversation based on what we're going to prioritize for the upcoming year. We budgeted revenues conservatively, and we also budgeted expenditures, conservatively, in case anything went over. We'll end up close to where we did last year with a $1.5 million to $2 million surplus.

Councilman Hanan inquired about the Gold Sweep account.

Robert Carson, City Treasurer, stated that we moved the bulk of it out. At the time, and it was based on the fed rate, it was a guaranteed 4.9% interest rate annualized that we were getting every month. When the fed started cutting rates then our bank adjusted their guaranteed rate as well, and it's gone down 3 times since October.

Councilwoman Zoberski asked it that is where our miscellaneous revenues are coming from.

Robert Carson, City Treasurer, stated it's a combination. Some are credit card fees that are charged for normal transactions with permits. Some of it is interest. Some of it has been donations that we have received for the CRRC.

5.2. Presentation and Discussion by Lyon County Human Services, regarding Fernley Specific service numbers for last fiscal year.

Shayla Holmes, Director Lyon County Human Services (LCHS), shared what's happening in the human services side of life and what they provide. She presented what they did specifically in the City of Fernley.

LCHS serves the lifespan, prenatal to death. There are 5 divisions: children's services, adult services, senior services, behavioral health division, and public guardianship. She briefly described each division, their cost and their services. She asked for there to be an agenda item, an action item, to see if the City of Fernley would be interested and able in helping them fund a part-time home meal delivery driver.

Councilman Joe Mendoza asked if they were fully staffed to handle all the services and stuff that they are dealing with. He also asked about the MOST program and if they had a relationship with the State Adult Protective Services. He also inquired about transportation for specialty care out of state.

Shayla Holmes stated that they are fully staffed right now. There are 51 employees, and they are the second-largest department next to the Sheriff's Department for the County. Regarding out-of-state transportation, if they are Medicaid eligible, MTM is the current contractor for the state for transportation for medical services, and they do have an out-of-state option and reimbursement option.

Councilman Ryan Hanan thanked her department for helping with some mental health crisis issues that affected his ward.

Councilwoman Zoberski asked about volunteer home delivery drivers. She also inquired about communications between LCHS and other local non-profit groups.

Shayla Holmes stated that they can't allow a volunteer to drive a county vehicle due to liability purposes. LCHS has a lot of great community partners that they utilize to connect folks. They would not be able to provide the best holistic care to the folks in our community if it wasn't for those like-minded groups. They lean on the churches, the Rotary, and the Lions Club. They help a lot with individuals. LCHS has a great partnership with the Boys and Girls Club..

Mayor Neal E. McIntyre called for a break: 6:16 pm - 6:26 pm.

6. PUBLIC HEARINGS

6.1. (For possible action) Discussion and possible action regarding Bill #355 in association with a proposed Zoning Map Amendment (ZMA 24001), Major Deviation (MJD 24001), and Tentative Subdivision Map (TSM 24001), a request by KLS Planning & Design on behalf of The 1903 Trust for 1) changing the zoning designation from RR1/2 to SF6; 2) an appeal to the Planning Commission denial of the reduction of side setback requirements from a combined total of 20 feet to a combined total of 10 feet; and 3) the division of approximately 47.52 acres into 158 single-family lots. The project is located at the northeast corner of Farm District Road and Red Rock Road (APN 021-343-20).

Susanna Amaro-Gutierrez presented this item. The first reading of Bill #355 was conducted by the City Council at their January 15, 2025, meeting. There are 3 applications being considered on this one agenda item: a Zoning Map Amendment, an appeal to a Major Deviation, and a Tentative Subdivision Map. The result of approving these applications will be the construction of 158 single-family homes east of Red Rock Road. On December 11, 2024, the Planning Commission recommended disapproval. The City Council then considered this bill at the ordinance introduction and first reading at the meeting on January 15, 2025. This wasn't intended to be a public hearing item, but there was significant turnout from the community, and no formal action was taken. Most of the concerns for the Yori development centered around the long-term vision for the residential growth development patterns along Farm District Road, the rural character, the higher density development proposed and the smaller lot sizes. There was also a lot of discussion about the project's potential traffic impacts and the proposed mitigation measures, particularly at the intersection of Red Rock. We had significant concerns from the neighboring subdivision about pedestrian circulation near the project entrance, the potential of two-story dwellings along shared lot lines and overall dissatisfaction with the provided buffering, adjacency yard matching and transitioning efforts.

John Krmpotic, KLS Planning, stated that they have had a development proposal in the works for a year and a half. He introduced Larry Yori, owner of the property.

Larry Yori, owner of the property, stated that he lived and farmed this property for 50 years. He wasn't here to present the project but to address some of the comments. He spoke about the density and parcel sizes, and traffic.

John Krmpotic, KLS Planning, presented the plan layout. He pointed out the 20-foot buffer that is required by the code, adding he added 68 feet of buffering. He stated they will add curb, gutter, sidewalk and street improvements to the 5 lots on the south end of Red Rock. On the north end, they will add the connection for the missing link to Red Rock Road. The new intersection that would be stubbed in and matches a new intersection that comes from the Clements property for a connection there. Then at the 81st lot, we must make the connection of the full street improvements over to Highway 50. The south end of Red Rock would be completed with the project. The community in Red Rock neighborhood doesn't like it, we said we would accept the condition to use this only for fire access if the council and the Fire Chief wanted as such. There has been concern about Quick Cal Lane.

Councilman Joe Mendoza inquired about the roundabout that is in the plans for Clements Ranch and would there be a deviation from what has been approved with the roundabout already.

Michele Rambo, Planning Director, stated that as part of the process for the civil improvement plans, we would require them to work with the Clements people and make sure it all ties together.

Councilman Torres asked about the backyards that backup to the open agricultural areas off Vonnie, if they were 12,000 or 20,000 square foot lots.

John Krmpotic stated that they're 25,000 minimum, over a half-acre.

Councilwoman Zoberski asked if this was the same presentation that was shown to the Planning Commission on January 8th. She asked about the use of the open space. She also stated part of the findings was that it was consistent with the surrounding land use, and it's surrounded by RR half and RR5, so how does that make it consistent.

John Krmpotic stated this presentation has been altered with new information.

Owen Wurgler, Shaw Engineering, stated what is proposed is going to be owned and maintained by a maintenance group rather than the city as a condition of approval.

Public input:

Farrah Alexander, Fernley resident, stated she went to one community meeting they had prior to the Planning Commission meeting, and every time things are changed. This whole idea of 185 was never presented to us. It was said it's 158. Originally it was 185. We're not against development. We're against how this development has come to us.

Bobby Burnell, Fernley resident, expressed concern about losing privacy.

Darien Farr, Fernley resident, stated that he is a School Board Trustee for District 2, and this is his district. If you look at single family homes the size that you're trying to build, these are starter homes for young families. That is 300 more children coming into East Valley Elementary School. Having all these new families move in immediately, you are going to overburden the school system.

Erika Frisk, Fernley resident, stated they do not oppose the development here, as we knew it would happen one day, but I do oppose the type of development they are proposing. I oppose the 6,000 square foot lots and their request for a major deviation. We would request that they build from north to south, so that they can have their own access from Highway 50 into their project for the hundreds of cars from their homeowners and construction vehicles rather than depending on and congesting Red Rock Road. She also highly opposed the 5 lots on the south entrance.

Avery Farr, Fernley resident, stated she is terrified to try and ride her bike down the road since the traffic is so bad, there are blind spots everywhere, and people just come speeding down the road trying to get

to the highway or from the highway to Farm District Road. If you put in these new developments, then traffic will just get worse and there are no sidewalks.

Peggy Austin, Fernley resident, expressed her concerns about the traffic already on Red Rock Road and Farm District Road.

Dana Uhlhorn, Fernley resident, stated this development is nice. There are some issues. On the south side, by Farm District Road, there is no buffer there. The houses on Red Rock are going to be a hazard for the fire department.

Jim Chamberlain, Fernley resident, stated some other minor arterial road to Highway 50 needs to be incorporated in every subdivision on Farm District. We are making major deviations to our zoning laws and Master Plans, conform to the plans and the codes.

Greg Wargo, Fernley resident, stated that they all bought out there to have our quiet, peaceful, tranquil lives and this is going to take that away. He asked the council to deny it.

Mike Wakeling, Fernley resident, expressed concerns about traffic.

Hermina Bennall, Fernley resident, stated she would like the council to respect their wishes.

Bobby Garrison, Fernley resident, stated that 525 feet of his property borders the development and is concerned about all the trash and everything that is going to blow over on his land. Traffic on Farm District Road is unbearable. It needs to be more appealing to the people and the community that live out there.

Councilman Hanan made one clarification, because maybe it was slightly confusing. The Clemens project has a roundabout that would be south of Highway 50A, not on Highway 50A. It will be where Red Rock Road ends.

Councilman Mendoza stated he supports this development. Fernley is growing and the school district needs to start planning for growth if they are not planning for it already. He would like to table this item for the next meeting and have a workshop with the community and the developers to see if they could come to a comprise. He met with the community. There were a few items of compromise that were presented to him, that he would just like to present at this workshop. He was also asked to try to slow this process down in the sense of letting their voices be heard, because they feel like they haven't been heard, and the majority of those people are here today.

Motion: I MOVE TO TABLE THIS WITH A WORKSHOP ON THIS NEXT WEDNESDAY THE 12TH FROM 12 PM TO 2 PM AND BRING THIS BACK TO THE NEXT MEETING FOR A VOTE. **Action:** **Moved by:** Councilman Joe Mendoza, **Seconded by**: Councilman Albert Torres. NO VOTE

Farrah Alexander, Fernley resident, asked to have the suggested time changed so everyone that is working can attend.

Steve Spindler, Fernley resident, stated the meeting needs to be in the evening when people can attend.

Councilwoman Zoberski stated as far as her communications with the developer, they're really not willing to budge on the areas that are big issues for us. She's concerned that we're just kicking this can down the road, and we're going to have the same kind of interaction every time.

Motion: MOVE TO TABLE THIS ITEM UNTIL THE NEXT CITY COUNCIL MEETING TO ALLOW A WORKSHOP ON THURSDAY, THE 13TH FROM 6 PM - 8 PM. **Action:** Approved, **Moved by:** Councilman Mendoza, **Seconded by**: Councilman Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

Mayor Neal E. McIntyre called for a break - 7:54 - 8:01.

6.2. (For possible action) Discussion and possible action regarding Bill #353 in association with a proposed Zoning Map Amendment (ZMA 24002) and Tentative Subdivision Map (TSM 24002), a request by Phelps Engineering, Inc on behalf of Creekwood Development Group for 1) changing the zoning designation from SF20 (Single-Family Residential; 20,000 square foot minimum) to SF6 (Single-Family Residential; 6,000 square foot minimum; and 2) the division of approximately 39.67 acres into 153 single-family lots. The project is located on the south side of Farm District Road between Browne Lane and Rainbow Lane (APN 021-303-20).

Susanna Amaro-Gutierrez presented this item. The applicant is proposing 153 single-family unit parcels, as well as a zone change from SF20 to SF6. This item was considered by the Planning Commission at their January 8, 2025, meeting where they recommended denial of both Zoning Map Amendment 24-002 and Tentative Subdivision Map 24-002 due to concerns with the proposed lot sizes. The first Reading of Bill #353 was conducted by the City Council on January 15, 2025. Some of the public comments we received in these past hearings centered on concerns on the traffic impact analysis. The study figures included some of the mitigation measures proposed again, the long-term vision for the development patterns along Farm District Road incompatibility with the existing agricultural uses in the area as well as general concerns on the minimum lot size and transitioning standards. A lot of residents expressed concern with the request for the SF6 zoning designation as opposed to larger minimum lot sizes like SF12 or 20.

Councilwoman Zoberski asked if this was the same presentation that was shown to the Planning Commission and have the mistypes from the Planning Commission meeting been corrected.

Devon Perry presented explaining documents that were submitted did not end up in the presentation. He also clarified that there is just one additional zoning map just showing general adjacent land use procedures. The application requests to propose a zoning map amendment from current designation of single family residential to 20,000 square foot minimum to single family residential 6,000 square foot minimum, along with a tentative subdivision map for the division of 39.67 acres into 153 single family lots for a total of 3.86 dwelling units per acre. This is far below the max unit count of 7 dwelling units per acre, which is allowable in single family residential. The site is currently undeveloped and formally served as agricultural land. During the Planning Commission meeting opposition was received from a few residents to the west, due to concerns about adjacency issues. These existing properties are currently zoned as rural residential 5-acre lot minimum, although these properties are only 2 acres in size. The project intends to protect the existing trees along Farm District Road by providing a roughly 90 foot offset from the existing road and conditions of approval require us to comply with recommended mitigation measures found in the approved NDOT traffic study. This project is pursuing development on underutilized land where adequate infrastructure and facilities currently exist. The development of this project will further add to the variety of housing, thereby accommodating the needs and financial abilities of the current and future households. Mr. Perry stated if there is no support for the project, he asked for consideration of applying additional conditions that would have to meet prior to final approval, such as upsizing the 12,000 square foot lots to 20,000 square foot lot minimum on the western side of the property.

Councilman Torres stated that for him to even come close to considering and approving this, that the west side have a condition of approval in taking those 12,000 square foot lots and making them 20,000 square foot lots so it's closer in meeting the neighborhood next to it off of Sunflower.

Public input:

Dan McCreary (zoom), Fernley resident, asked if the property to east is owned by Fernley and if there is a plan for that. Mayor Neal E. McIntyre stated that the property to the east will become a fishing pond.

Jim Chamberlain, Fernley resident, stated that the developer hasn't reached out to the residence on Sunflower.

Dana Uhlhorn, Fernley resident, thanked the developer for considering the trees. He stated that the houses bordering on Farm District should be minimum 12,000 square foot lots, just like the ones bordering the 5 acre lots to the west. Regardless of what happens there's no way to mitigate traffic.

Angela Lewis, Fernley resident, stated this was denied by the Planning Commission, and I want to make it clear that at the last meeting it was erroneously reported that the Planning Commission approved this subdivision. New development should provide buffering, lot matching, or transition of density when adjacent to existing residential. All the lots to the north that are being quoted are all on one acre.

At 9:00 pm Mayor McIntyre stated that a motion was needed to continue the meeting.

Motion: MOVE TO CONTINUE WITH THIS ITEM AND ADDRESS FUTURE AGENDA ITEMS. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes**: Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

Kelly Robertson, Fernley resident, stated the traffic is already phenomenal, and agrees that the deviants should not happen. It sets a precedent, a domino effect that changes greatly what the master plan intended, and it is not creating affordable housing.

Motion: I MOVE TO APPROVE BILL 353 IN ASSOCIATION WITH ZMA 24002 AND APPROVE TSM 24002, BASED ON THE FINDINGS AND CONDITIONS OF APPROVAL FOUND IN THE STAFF REPORT INCLUDING THE 20,000 SQUARE FOOT LOTS ON THE WEST SIDE AS A CONDITION OF APPROVAL. **Action:** Approved. **Moved by:** Councilman Stan Lau, Seconded by: Councilman Albert Torres. **Vote**: Passed, **Summary:** Yes 4, No 1. **Yes:** Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza, **No:** Councilwoman Zoberski

7. RESOLUTIONS

7.1. Discussion and Possible Action to Approve Resolution 25-003 updating the City of Fernley Internal Agenda Process.

This item was moved to the February 19th City Council meeting.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. Possible Action to request a future agenda item to look into establishing impact fees. (Councilman Torres)

Councilman Albert Torres the decision to not go forward with the establishing development/building fund is good and we should start establishing impact fees so that the development is paid for.

Motion: I MOVE TO BRING THIS BACK IN THE NEAR FUTURE WHEN MR. CARSON IS ABLE TO PUT TOGETHE THE PRESENTATION. **Action:** Approved. **Moved by:** Councilman Albert Torres. **Seconded by:** Councilman Ryan Hanan. **Vote**: Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza

8.2. Possible Action to request a future agenda item to look into establishing special assessment districts. (Councilman Hanan)

Motion: I MOVE TO HAVE AN UPDATE ON WHERE WE ARE AT AND WHAT NEEDS TO BE DONE TO PUT THIS ACTION IN PLACE. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

8.3. Possible Action to request a future agendas item regarding establishing qualifications for waivers for city services in the future. (Councilman Hanan)

Councilman Hanan stated we don't have a clear set of guidelines in place that would give qualifications or set standards for any exemptions in regard to water, sewer, or any other city services He requested to instruct staff to come up with a list of standards that should be met in order to qualify. The idea behind this is a generic set of guidelines which would enable someone to come and give a presentation.

Councilman Torres stated our guidelines are our discretion that were already given by statute and by our city code. That's our discretion, and the discretion is the guideline.

Councilwoman Zoberski stated that these are very situational. It's very few and far between that somebody comes in front of the council and says this goes against your code. Let me explain my situation. We do have processes in other areas.

Motion: I MOVE TO ASK THE MAYOR TO INSTRUCT STAFF TO COME UP WITH A LIST OF STANDARDS THAT SHOULD BE MET IN ORDER TO QUALIFY FOR WAIVERS FOR CITY SERVICES. **Action**: Denied. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Failed, **Summary**: Yes 2, No 3. **Yes:** Councilman Lau, Councilman Hanan, **No**: Councilwoman Zoberski, Councilman Torres, Councilman Mendoza.

8.4. Possible Action to request a future agendas item regarding a presentation from City Attorney Mouritsen on which documents are considered public records and which documents are not public records. (Councilman Mendoza)

Councilman Mendoza brought this up because he felt like there is an issue with transparency with public records request.

Motion: MOVE TO HAVE CITY ATTORNEY AARON MOURITSEN PROVIDE US WITH A PRESENTATION, EXPLAINING SPECIFICALLY WHAT DOCUMENTS ARE PUBLIC IN REGARD TO APPOINTED OFFICIALS MORE SPECIFIC TO ANNUAL REVIEWS. **Action:** Approved. **Moved by:** Councilman Mendoza, **Seconded by**: Councilman Torres. **Vote:** Passed, **Summary**: Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilwoman Felicity Zoberski requested an update on the Comprehensive Master Plan update.

10. PUBLIC FORUM

None

The next City Council meeting will be February 19, 2025.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 9:06 pm.

Approved by the Fernley City Council on March 5, 2025, by a vote of:

AYES _____ NAYS:_____ ABSTENTIONS:_____ ABSENT:_____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

MINUTES OF THE
FERNLEY CITY COUNCIL WORKSHOP MEETING
FEBRUARY 13, 2025

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan (Zoom), Councilwoman Felicity Zoberski, Councilman Albert Torres, Councilman Joe Mendoza, Deputy City Attorney Brandi Jensen, Planning Director Michele Rambo, Public Works Director Barry Williams, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris. **Absent:** City Manager Ben Marchant, Councilman Stan Lau.

1.3. Public Forum

None

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA. **Action:** Approved. **Moved by:** Councilwoman Felicity Zoberski, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 3. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Mendoza.

2. STAFF REPORTS

2.1. Discussion and possible action to discuss proposed changes to Zoning Map Amendment (ZMA 24001), Major Deviation (MJD 24001), and Tentative Subdivision Map (TSM 24001), including but not limited to Conditions of Approval. This project is located at the northeast corner of Farm District Road and Red Rock Road.

Mayor McIntyre announced that this workshop is to see if we can agree on conditions for approval of this subdivision. If conditions of approval change, then it will be presented at our February 19th Council meeting. If there's a zoning change then it goes back for a first reading, and it will not be on the agenda again until March 5th.

John Krmpotic, KLS Planning, stated that he appreciates the merits of tonight's meeting. It's really about the key issues that have been brought up by the community, and they won't let go. We have rolled over on this revised plan. He has the old plan (curved) that they would like to keep very much intact as it is, if the Council and the community wish to go that way. They had another plan (grid) that he shared. He first showed the first plan (curved) that was reviewed by the Planning Commission, by the community and by the City Council. The second plan (grid) is now introduced again. We have removed the lots that fronted the street. That was a big problem with a lot of people. 80-foot lot width on the west side and the rest of the lots are 6,000 square feet internally. We are trying to match the condition to the Red Rock residences on the west side. That was the single biggest issue. The house will always be, to the front, a 20-foot setback with a driveway and a garage. One story, restriction we can accept on all of those, that was a key issue. We're doing more than what the R20 zoning would be because that requires a 20-foot rear yard setback. That allows 2 stories. We're willing to take that off the table, and it does require 80-foot width. We're improving above and beyond that district, as it relates to that west property line. We had accepted a condition on this side in the last meeting. No access to Red Rock.

Michele Rambo, Planning Director, stated that if they go with this new proposal (grid), the changes are significant, so we will have to start all over again with review, Planning Commission, first reading and Council. We're probably looking at an April Planning Commission and a May City Council.

Councilwoman Felicity Zoberski stated she like the first plan (curved) that was presented.

Public Input:

Farrah Alexander, Fernley resident, expressed her concern regarding the notification process regarding this development.

Councilman Mendoza asked what the process is for notifying the community.

Michele Rambo, Planning Director, stated that NRS requires that public hearing notices are sent 10 days before the Planning Commission meeting, and 10 days before the City Council meetings. There is no current requirement for developers to reach out to their neighbors. We've asked them to, but they are not required to.

John Krmpotic, KLS Planning, stated when he heard about the community concerns, he quickly put a letter together, distributed it to the neighbors, and hosted at meeting at the golf course.

Cal Eilrich, Fernley resident, asked if they could take a break because the neighbors would like to have a little conference among themselves.

Mayor McIntyre called for a 10-minute break: 6:42 pm - 6:54 pm.

Mayor Mcintyre stated that there are no decisions made here tonight. We want to hear from the residents and get their input on this project (curved design).

Cal Eilrich, Fernley resident, stated the developers have proposed mitigation, and we know the conditions as described with the alternative. With the straighter road design, the citizens there feel like the traffic would use those roads and the gate between Quick Cal would keep the traffic from getting on to Red Rock Road. The condition of no two-story homes on the lots adjoining the rural property on either side, the west or the east, that's acceptable and the larger setbacks. He also asked if there are any other traffic-calming devices we can use, like a meaningless stop sign, or even speed bumps on that road to make sure people don't get going too fast if you choose to go with the straight road design.

Councilman Torres asked for the record if everyone agreed that Cal Eilich is your spokesperson. The audience agreed.

John Krmpotic, KLS Planning, stated that the fire department would have the last say regarding Quik Cal being gated or not. He also stated that he is putting on the record that they will agree to a 30-foot rear yard setback.

Councilwoman Zoberski asked if there is something in the development code about how far the houses that border Farm District Road are set back from Farm District Road and how large is the setback on 1 through 7?

Mike Vicks, KLS Planning, stated that would be the minimum 20 feet, but they are adding another 20 feet of buffer from the existing Farm District Road, widening that which has been done to the west with another subdivision, where we're matching what they have done as well. We are widening the right of way there.

Tom Ehrhart, Fernley resident, stated he lives on Vonnie Lane and basically both plans are going to affect him the same. The second map that the Red Rock people like looks fine except he doesn't see an irrigation easement set back. He stated it is a concern because he burns the ditch and can't have a wooden fence on that irrigation ditch. We do need some kind of irrigation setback. It's a concrete ditch, and if it ever has to be repaired you have to be able to get equipment in there. It services all of Vonnie Lane.

Councilwoman Felicity Zoberski stated that she likes the curved design better than the grid. On the grid design you are only gaining two houses on the west side.

Mike Vicks, KLS Planning, stated that the number of houses stretching from Farm District to the far north end is 32 in the curved design, and 30 in the straight shot grid.

Councilman Joe Mendoza thanked everyone for coming.

3. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None

4. PUBLIC FORUM

None

The next Fernley City Council meeting will be March 5, 2025, at 5:00 pm.

5. ADJOURNMENT

There being no further business to come before it, the Fernley City Council Workshop meeting adjourned at 7:16 pm.

Approved by the Fernley City Council on March 5, 2025, by a vote of:

AYES _____ NAYS:_____ ABSTENTIONS:_____ ABSENT:_____

_____ _____

Mayor Neal E. McIntyre ATTEST: City Clerk Kim Swanson

MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
FEBRUARY 19, 2025

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilman Jo Mendoza (Zoom), City Manager Ben Marchant, Deputy City Attorney Brandi Jensen, City Treasurer Robert Carson, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, Deputy Public Works Director Olivia John, City Engineer Maria Paz Fernandez, Utilities Director Seong Kim, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris

.

1.3. Public Forum

Becki Howlett, Fernley resident, reminded everyone that the STEM festival is at the high school on Thursday, February 27th from 5 pm to 8 pm.

Tammy Dittman, Fernley resident, raised concerns about the fire hydrants. She will be requesting information on the maintenance program. She would like to see this on the agenda so that it can be addressed to the public. According to the interlocal contract with the fire department that was signed in July 2020, it is supposed to be every 5 years for the hydrant resting and every year for the flow testing.

Debbie Skinner, Fernley resident, read a couple of the quotes into record. There are four ways and only four ways in which we have contact with the world. We are elevated and classified by these four contacts. What we do, how we look. what we say and how we do it. Anybody can be angry. That is easy, but to be angry with the right person, and to do the right degree at the right time and for the right purpose and in the right way. That is not everybody's power. And it is not easy.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

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

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

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.

Ben Marchant, City Manager, congratulated Brent Santos, for completing his building inspector certificate. The Mayor and himself will be going before the Nevada Assembly Government Affairs Committee to make a presentation on the city this Friday morning at 8 am. They will also give the presentation on Monday, at 3:30 pm to the Nevada Senate Government Affairs Committee. He introduced the new City Engineer, Maria Paz Fernandez.

Councilman Albert Torres stated that he would be going to Washington, DC, with the Nevada League of Cities as part of the conference for the National League of Cities and meeting with our congresspeople and our Senator Jacky Rosen, and then Congressman Mark Amodei. He stated he will address the RAISE grant, the land bills, a couple of things to do with mental health in the rural areas and try to make sure that we're continuing the funding. We know that growth is coming out here. You know Washoe County is out of property, but they have a lot of water, so I'm hoping to kind of argue to see if we could possibly get some more water pushed our way. Congressman Amodei sits as the head of the Natural Resource Committee, so I'm hoping that it is going to give us some pull.

Mayor McIntyre announced that the Fernley boys' and girls' basketball teams are down in Vegas playing in the State Tournament. On February 27th he will be giving the State of the City address at the Senior Center. The doors open at 5:30.

3.2. State of Nevada Legislative update

None

4. PROCLAMATIONS BY THE MAYOR

None

5. PRESENTATIONS

5.1. Presentation by David H. Rigdon, Esq., Special City Attorney for water issues, on the status of the current litigation with the Bureau of Reclamation (BOR) related to the Truckee Canal. The presentation will include a discussion whether the City of Fernley should appeal the recent decision of Judge Du deciding the case in favor of BOR to the Ninth Circuit Court of Appeals.

David H. Ridgon, Taggart & Taggart, stated that we've been fighting for a long time in federal court over the Bureau's Environmental Impact Statement with regards to the canal lining project. We were back in District Court recently, and we received an unfavorable decision from the

District Court on what we call the merits of the case. The District Court found that the EIS was sufficient and issued an order to that effect on January 22nd. We now have 60 days to decide whether we want to appeal that determination to the 9th Circuit Court of Appeals. I recommend that an appeal is filed.

Councilman Torres stated this will be placed on the March 5th agenda to decide on the appeal.

5.2. Presentation, Discussion and Possible Action. Shayla Holmes of Lyon County Human Services is requesting help in funding a .5 FTE for home delivered meals in Fernley to alleviate the ongoing waitlist for that specific service for seniors. The annual salary is $46,500, with a 5% increase each year.

Shayla Holmes, Lyon County Human Services, explained the need for an additional part-time employee. Our request is to see if the city of Fernley could find within its budget the possibility to support the Human Services Department to allow us to add a part-time employee. The cost of that right now is $46,500. That goes up about 5% every year, given that we maintain a standard cost of living increase in the standard performance wage increase.

Councilwoman Zoberski stated she wished that this would have followed the presentation from finance, so that we knew how much we had to spare.

Councilman Torres stated that he is not against this, but there are a lot of questions he has that she will probably end up having to come back and answer for Council. One of those main questions is that the number one funding source for everything that the county does already comes from the city of Fernley residents. We pay the most taxes, and we get the smallest amount of C-Tax. Why are we being asked to fund a position when we fund most things that happen in Lyon County. We're being taxed on stuff that we're already paying for by having this additional position that is on our residents. I would like to see you bring in what the city of Fernley contributes to the county coffers already and then, what percentage of that, as compared to the other areas, are we paying for things across the county? If you want another position here in Fernley, and we're not involved in Health and Human Services as a city other than by our tax base, if we can't afford it countywide, then we shouldn't have to pay more than we're already paying. He is very supportive of Health and Human Services.

Shayla Holmes stated that she would come back with a presentation breakdown as far as the tax rate that comes from the city of Fernley into Human Services.

Councilman Mendoza asked if she went back to the County Commissioners to advise them of the needs that you have to support Fernley, and what was the response? He also asked if there is any way the city can advocate for her with the county to help them move towards supporting the budget request.

Shayla Holmes stated that she is currently in the active budget process. She has made these requests through the active budget process. However, that won't be finalized until May. In addition, we are also asking for increases from our grantors. Social Service Programming through ADSD, Aging and Disability Services Division of the State is currently open, due February 24th. We will be submitting those applications tomorrow. Our congregate home-delivered meals have not opened yet, so we will be asking for an increase in those grants as well.

Councilman Ryan Hanan stated that he all for fundraising, or whatever we can do to help raise money in the City of Fernley for the folks in Fernley but is against any line item to give money to

the County. He wants to do everything we can in our power to assist and help, and if there's one day that you don't have a driver, and we can lend one person. He's totally open to that or multiple times throughout the year. But at this time, he can't support this. Health and Human Services is a County, State and Federal function and we just don't have the revenue.

Councilman Stan Lau inquired about the age requirement.

Shayla Holmes stated that home-delivered meals require you to be over the age of 60 and be homebound due to a cognitive or physical inability that prevents them from leaving and coming safely into the center to participate there

Motion: I MOVE TO TABLE THIS AND HAVE MISS HOLMES FROM LYON COUNTY HUMAN SERVICES BRING BACK THE REQUESTED FINANCIAL NUMBERS FROM THE COUNTY TO RE-PRESENT, AND THEN FOR DISCUSSION AND POSSIBLE ACTION AT A LATER DATE. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

5.3. Presentation, Discussion and Possible Action. Presentation by City Treasurer Robert Carson and City Manager Ben Marchant on the financial forecast and budget implications for the priorities that were identified at the Strategic Planning Work Session of January 17, 2025. The presentation will include a discussion of how these priorities may be addressed in the proposed budget for fiscal year 2025-2026 for resources and staffing.

Ben Marchant, City Manager, presented the financial forecast and the context for the strategic planning initiatives that we identified in January. 15 priorities were identified. For the 15 priorities that have been identified, he discussed a little bit about the financial forecast and a couple of different variables that Mr. Carson will present on how we might approach budgeting for these items. If we budget everything, great, but if we must make harder decisions, what are those variables going to mean to the Council in terms of what we bring back for the budget presentation on April 3rd at the preliminary budget presentation. Tonight is intended to give you at least some context for how we're going to go back and prepare the budgets for each department over the next month and a half.

Robert Carson, City Treasurer, we're just looking forward to presenting different financial forecasts for you going forward through the next year, and possibly the next 3 years. These forecasts will be based on controlled growth, controlled growth in inflation and cost of goods. It also includes all our CIP that were approved last year, so those total projects are included in there.

Ben Marchant, City Manager, stated Fernley saw a downturn in 2010. He mapped a graph of employees per 1,000. It went up to a high of 5 employees per 1,000, and it was at a low of one employee per 1,000 and right now we're hovering at about 3 1/2 employees per 1,000. It's a very lean city, and what we have in the Planning Department is not enough to keep up with the applications coming in. You heard from one of the development partners a few months ago that they are offering fund planning positions because they are concerned that our existing staff will not keep up with the applications that they see coming in. When you're doing application and plan reviews, you have no time left for the long-range planning. This is where this discussion becomes very strategic. It's easy to get lost in theory and philosophy, but what it comes down to is what you can afford and what you have at the end of the day. If you have a very good master

plan and good planning documents 10, 15, 20 years down the road, you're going to be building developments that are worth 5 times the value of what you get today. But the concept of good planning means better development. Better development means higher property values and higher taxes. Then you're going to have more resources. What Mr. Carson presented was that if we don't grow, we lose money year after year, and we cannot keep up with the basic level of services. So, growth, not just for Fernley, but throughout the State of Nevada, is imperative for municipal success.

Councilwoman Zoberski stated that, as far as budget forecasting, she is supportive of the four people that we need in public works and our code enforcement, because without those positions in our code enforcement, we don't have our building department because they're spending so much time on that. It's important that we fill the positions that we need to take care of our city before we fill positions to take care of the future plans or new developments that are coming in.

Councilman Torres stated there are a lot of things coming our way and some major projects are in the works to come to Fernley, not only in the housing area, but also huge industrial ideas that are out there. We must continue moving forward. During the priorities meeting, we wanted to move forward on the Master Plan, and we were going to spend $250,000 to $300,000 on the outside consultant to get it done with our Planning Director and staff doing the final approval and making sure we were going down the right road. I just want to make sure that we're stressing that if it's a no, or if we are just having a hard time filling the position that we must find a way to move forward no matter what, with all of that planning stuff. And if that includes, it's got to include going to outside-consultants, because there's no way that anyone can take all of this stuff that's coming by themselves, even with one or two staff members. We don't want to get into the city manager or county manager giving us bad directions, and the city council going along with it, without double-checking with the city manager and finance to make sure that we can continue to operate and provide the services to our residents based upon what we have. I don't want to lose staff, and I don't want to cut services.

Councilman Hanan asked for clarification on the tax rate for businesses and for rental homes or homes that are used for business. What do businesses pay and how that differs from what the residents pay.

Robert Carson, City Treasurer, explained that if you're a business, and you have inventory, that's also taxable value to the property taxes. They're also not subject to the same 3% cap; it's an 8% cap for businesses.

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

McIntyre called for a break: 6:20pm - 6:27pm.

6. PUBLIC HEARINGS

6.1. (For possible action) Discussion and possible action regarding: Bill #355 in association with a proposed Zoning Map Amendment (ZMA 24001); Appeal (APP24001) in association with Major Deviation (MJD 24001); and Tentative Subdivision Map (TSM 24001). These applications form a request by KLS Planning & Design on behalf of The

1903 Trust for 1) changing the zoning designation from RR1/2 to SF6; 2) an appeal to the Planning Commission denial of the reduction of side setback requirements from a combined total of 20 feet to a combined total of 10 feet; and 3) the division of approximately 47.52 acres into 158 single-family lots. The project is located at the northeast corner of Farm District Road and Red Rock Road (APN 021-343-20).

Michele Rambo, Planning Director, gave a brief summary. There are 3 applications being considered on this one agenda item: a Zoning Map Amendment, an appeal to a Major Deviation, and a Tentative Subdivision Map. The result of approving these applications will be the construction of 158 single-family homes east of Red Rock Road. This item was considered by the Planning Commission at their December 11, 2024, meeting with the following outcomes: (1) Denial of Major Deviation 24001. The applicant has filed an appeal regarding this decision and has requested that the City Council overturn this denial. (2) Recommended denial of Zoning Map Amendment 24001 due to concerns with the proposed lot sizes. (3) Recommended denial of Tentative Subdivision Map 24001 due to concerns about the impact of traffic on the adjacent subdivision. The First Reading of Bill #355 was conducted by the City Council at their meeting on January 15, 2025. The item up for consideration tonight is the original plan that was submitted with the curved streets and the cul-de-sacs. If the Council decides to deny that application, the applicant, the developer, has an alternate plan that he will then submit for consideration later. We have nothing new to add to the presentation

John Krmpotic, KLS Planning, stated that he did not have anything new to add to what they went through at the February 13th Workshop Meeting.

Councilwoman Zoberski stated the main issue that she has with the project is the houses that border the Red Rock houses on the west side being 2-stories. Also, has the fire department had any comment as far as those driveways facing the fire department.

Mike Vicks, Montavista Consulting, stated what we've done with the grading is to try to balance out the site and eliminate a lot of retaining walls, etc. Along the first stretch of Red Rock Road, it's in line with Red Rock Road. The next section of the subdivision is generally one to 2 feet above the existing grade at the property line where the pad grades are. As we come from Quick Cal Lane to the Red Rock connection down it is generally below, ranging between 6 and 8 1/2 to 9 feet by the time we get down below the adjacent property. This green belt consists of grading down to these lots. He also stated that they have not had any comment from the fire department. Prior to approval, the fire department is going to review it, and if it is determined that parking would obstruct their access, we would be required to prohibit parking there with a red curb.

Councilman Hanan stated that he likes the curved design. He also inquired about the amount of pavement and utilities with the grid design versus the curve designed.

Mick Vicks stated that there are 10.4 acres dedicated to public right of ways in the grid design and about 8.6 acres for the curve design.

Mayor Neal E. McIntyre called for a break, 7:00pm - 7:05pm.

Public Comment:

Cal Eilrich, Fernley resident, stated that we negotiated, which was a good deal, when John came in here and negotiated a great deal with this Thursday. Now you are all changing it. The reason we negotiated the deal is that we're of that original design because it's going to dump traffic on Red Rock Road, and there's people walking on that road. At least do away with those 6 lots

across from the fire station if you're going to go with that design, which we hope you don't. Deny it and start again.

Councilman Torres asked why the original developer didn't put sidewalks, curb and gutter on Red Rock when they developed that project if they were so worried about safety.

Michelle Rambo, Planning Director, stated that the rural residential designation doesn't require it, but the single-family residential designation does.

Steve Spindler, Fernley resident, stated to build two-story houses and tell him they're not going to be looking into his backyard, it's not going to happen.

Erica Frisk, Fernley resident, thanked them for hosting the workshop. When they came up with the grid plan, she was impressed. She felt so appreciated and heard. They had this plan that they came up with, and they sounded like they were totally fine with going with that. Suddenly, it's the Council saying that it's an interesting design, the original one. After last Thursday's meeting, we were all impressed with what was heard, so what was the point of the workshop, if everybody was kind of in agreement with that and now the Council is coming up with something else.

John Liss, Fernley resident, stated if you like cul-de-sacs, you can design cul-de-sacs in this neighborhood if you want, with a major thoroughfare. Fernley 5 has also been able to figure out a way to put a major thoroughfare in and have your little squared-out boxes for houses and not have major traffic. He asked to have single stories matching up these property lines just for a sense of privacy. Curves don't necessarily slow people down. It is a beautiful setup compared to the grid.

Greg Wargo, Fernley resident, stated he likes the curved lots. He liked the fact that the lots are deeper. Once this thing is done, the traffic will take care of itself. The people using Red Rock Road aren't going to change using Red Rock Road, and the people that are in that subdivision aren't going to come to use Red Rock Road to go through, because they've got their own. We're not going to solve any speed and traffic issues on Red Rock Road with or without this development period. It's not compatible with our neighborhood size wise.

Tom Earhart, Fernley resident, stated that he lives on Vonnie close to the property line. He likes the 30-foot green space buffer where he burns and where he cuts hay.

Les Politi, Fernley resident, stated he doesn't like where they are putting almost 3 houses right behind him. If you put two-story homes right there, they're all going to be looking right in my backyard with no problem.

Mary Bauer, Fernley resident, stated her concern was traffic, and would like Quick Cal to be an emergency entrance and exit. She is also against the two-story houses.

Motion: I MOVE TO APPROVE BILL #355 IN ASSOCIATION WITH ZMA 24001, APPROVE TSM 24001, AND OVERTURN THE PLANNING COMMISSION'S DENIAL OF MJD 24001 BY APPROVING APP25001, BASED ON THE FINDINGS AND CONDITIONS OF APPROVAL FOUND IN THE STAFF REPORT WITH THE ADDED CONDITION OF APPROVAL THAT LOTS 53, 55 THROUGH 62, 82 AND 83 ARE LIMITED TO SINGLE STORY HOUSES. Action: Approved. **Moved by:** Councilwoman Felicity Zoberski, **Seconded by**: Councilman Stan Lau. **Vote:** Passed, **Summary**: Yes 4, Abstained 1. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan. **Abstain:** Councilman Joe Mendoza abstained due to not hearing the motion due to technical difficulties.

Mayor Neal E. McIntyre called for a break: 7:48pm - 8:00pm.

7. STAFF REPORTS

7.1. Discussion and possible action to approve the City of Fernley's maximum allowed operating property tax rate to be levied for fiscal year 2026 and for submission to the State of Nevada Department of Taxation.

Robert Carson, City Treasurer, stated each year the State of Nevada Department of Taxation provides a maximum allowed property tax rate, and the City must submit in writing the property tax rate the City proposes to levy for the upcoming fiscal year. The city's current tax rate for fiscal year 2025 is set at .6757, fiscal year 2026 is .6761.

Motion: I MOVE TO APPROVE THE CITY OF FERNLEY'S MAXIMUM ALLOWED OPERATING PROPERTY TAX RATE OF .6761 TO BE LEVIED FOR FISCAL YEAR 2026 AND FOR SUBMISSION TO THE STATE OF NEVADA DEPARTMENT OF TAXATION. **Action**: Approved. **Moved by**: Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes**: Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

7.2. Discussion and Possible Action to Affirm or Withdraw the motion made at the December 18, 2024, City Council Meeting directing staff (City Manager) to move forward with an RFP for a Public Safety Feasibility Study.

City Manager Marchant stated this is for clarification. The City Council unanimously voted to direct an RFP issued for a Public Safety Feasibility Study. In the Strategic Planning Session, it was not a high priority. He is looking for direction to proceed or withdraw from the previous direction.

Motion: I MOVE TO WITHDRAW THE MOTION MADE AT THE DECEMBER 18TH CITY COUNCIL MEETING DIRECTING STAFF TO MOVE FORWARD WITH A REQUEST FOR PROPOSAL FOR A PUBLIC SAFETY FEASIBILITY STUDY AT THIS TIME. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by**: Councilman Stan Lau. **Vote:** Passed, **Summary**: Yes 5. **Yes**: Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

7.3. Discussion and Possible action to approve new positions and job descriptions of Utilities Administrative Specialist II, Utilities Systems Electrician, Utilities Engineering Manager, and SCADA Specialist.

Seong Kim, Utilities Director, said the proposed plan to upgrade the utilities department was presented at the Strategic Planning meeting. We are looking to hire four new positions in the first step to moving forward to restructuring the utilities department.

Councilman Torres inquired about the total amount needed to budget for these four positions.

Robert Carson, City treasurer, stated that these positions would be administrative to the utilities department and be split evenly between the water and sewer. The estimate is $200,000 for each water and sewer for these four positions.

Ben Marchant, City Manager, stated these four positions are for this fiscal year. The next six positions will be reviewed as part of the budget proposal for the 2025/2026 budget year and the last four positions will be in the following budget year 2026/2027.

Robert Carson, City Treasurer, if we get these four positions in place and get them hired, we will also track the decrease in outside services required on an emergency basis.

Councilman Hanan stated that the justification needs to be pretty strong. When we authorize positions, he would like to see how those positions are affecting those departments in a positive way that justifies the positions themselves. We need better SCADA management and training.

Councilman Mendoza would like to see the amount that is being contracted out for these positions compared to the amount that we are going to pay for firing four new people.

Motion: I MOVE TO APPROVE THE FOLLOWING FOUR NEW POSITIONS: UTILITIES ADMINISTRATIVE SPECIALIST II, UTILITIES SYSTEMS ELECTRICIAN, UTILITIES ENGINEERING MANAGER, AND SCADA SPECIALIST. **Action:** Approved. **Moved by**: Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau**. Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Mayor Neal E. McIntyre asked Barry Williams, Public Works Director, if there is anything on an upcoming agenda regarding Green Valley Park.

Barry Williams, Public Works Director, stated they are working on putting together a presention on the parks during the budget cycle of what projects we have going on in all the parks.

Councilwoman Zoberski asked to have a meeting or workshop with North Lyon County Fire, with at least two Council members and staff to work on a new interlocal agreement. She would like to have that meeting before the agendized interlocal agreement meeting.

9. PUBLIC FORUM

Tammy Ditman, Fernley resident, stated she would like to be part of the meeting with North Lyon County Fire regarding the interlocal agreement.

Becki Howlett, Fernley resident, stated that there is a Fire Board meeting on Thursday, February 20th at 6:00 pm.

The next city council meeting will be March 5, 2025, at 5:00 pm.

10. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:17 pm.

Approved by the Fernley City Council on March 5, 2025, by a vote of:

AYES _____ NAYS:_____ ABSTENTIONS:_____ ABSENT:_____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:
License.Status = "Active"
Business.Origination date = 2/14/2025-2/26/2025

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
J.A.G. Plumbing		Jeffrey A Gray	1215 E Kleppe Lane Unit 2	Sparks	NV	89431	775-745-7450	Contractor	Plubming & Heating Cont
BLC Builders, LLC		Mark Folgner / Kevi	475 S Arlington Avenue, St	Reno	NV	89501	775-899-2522	Contractor	General Building Contrac
Preston Homes LLC		Preston Anderson	4838 Idlewild Dr.	Reno	NV	89519	775-233-7185	Contractor	Residential & Small Com
Peaceful Rayn LLC		Lori Doyle	326 Laurel Ln	Fernley	NV	89408	775-830-3066	Wholesale and/or Reta	Bamboo arrangements, a
S and S Transport		Randy and Valerie	2985 N Fork Rd	Fernley	NV	89408	775-378-8870	Business Specific Prof	Transportation and ridesh
Civil Solutions Associates, Inc.	Eastern Sierra Engineering	Jeffrey Barrow	3760 Fulton Grove Road	Cincinnati	OH	45245	513-752-9500	Engineering Services	Engineering and design s
Nevada Alaska Mining Co, Inc		Barbara Craig/Eliza	113 7th Street	Fernley	NV	89408	775-636-3820	Business Specific Prof	Paperwork & file storage
Silverland Innovation Coatings, LLC		Mayra Rico / Edgar	714 Tamsen Rd	Fernley	NV	89408	775-671-4310	Contractor	Residential & Commercia
Furrnleys Pet Spa		Brittney Villarreal	140 E. Main St.	Fernley	NV	89408	775-302-3877	Animal/Pet Services, g	Dog grooming
Good Morning Sunshine Kids Zone LL		Katy Kupcak	1205 Sage St	Fernley	NV	89408	830-865-0468	Business Specific Prof	Raise money to purchase

Grand Totals:
10

Report Criteria:
License.Status = "Active"
Business.Origination date = 2/14/2025-2/26/2025

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: March 5, 2025

REPORT TO:	Mayor and City Council
REPORT FROM:	**Ana Navarro**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	510-395-910 520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Panda Express for 2.21 ERCs for Water and 8.76 ERCs for sewer for Lyon County Parcel(s) 021-232-71, located in Fernley, NV.

AGENDA ITEM BRIEF:

1. Panda Express is seeking a Will-Serve for parcel 021-232-71 located in Fernley, NV
2. This project requires 2.21 ERCs (equivalent to 2.48 acre-ft) for water and 8.76 ERCs

(equivalent to 9.81 acre-feet) for the sewer to accommodate the tenant improvements.

3. Panda Express has 2.48- acre-feet of beneficial interest in water rights. The portion

requested in bullet point 2 above will be applied to this Will-Serve request.

RECOMMENDED MOTION:

"I move to approve the Will-Serve request from Panda Express for 2.21 ERCs for water and 8.76 ERCs for sewer to accommodate the tenant improvements in parcel 021-232-71, 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:

Panda Express is seeking a will-serve of 2.21 ERCs for Water and 8.76 ERCs for sewer on Lyon County 021-232-7, located in Fernley, NV.

Water and sewer connection fees will be paid at the time of building permit issuance:
Water Service Connection Fees: $7,649
Wastewater Service Connection Fees: $5,464

Any additions to this building after the issuance of this will serve will require additional water rights.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NA

FINANCIAL IMPLICATIONS:

NA

ATTACHMENTS:

1. 2025.03.05 PandaExpress (TI) Will Serve
2. 2025.03.05-Panda Express_WIll-Serve_TI_SR

THE CITY OF FERNLEY

Public Works Department

595 Silver Lace Blvd

Fernley, NV 89408

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Panda Express (Development/ project or property located at Newlands Drive Fernley, Nevada with 2.21 ERCs water connections and/or 8.76 ERCs sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently $7,649 per Equivalent Residential Capacity (ERC) unit for water and $5,464 per Equivalent Residential Capacity (ERC) unit for sewer.

2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.

3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.

4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**

5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**

6. This Will-Serve applies to: APN# 021-232-71

Fernley City Council Approved Will-Serve on March 05, 2025

Public Works Director	**Mayor – City of Fernley**
Applicant	**Date**

CITY OF FERNLEY

CITY COUNCIL
AGENDA REPORT

Meeting Date: March 5, 2025

REPORT TO:	Mayor and City Council
REPORT THRU:	Maria Paz Fernandez, City Engineer, P.E.
REPORT FROM:	**Ana Navarro, Senior Project Manager**
REVIEWED BY:	**David Rigdon**, Special City Water Attorney
REVIEWED BY:	Denise Lewis, City Treasurer

FINANCIAL IMPACT:	**CURRENTLY BUDGETED:**	**FUND/ACCOUNT:**
Yes: ☒ **No:** ☐	**Yes:** ☒ **No:** ☐	**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 Panda Express for 2.21 ERCs for Water and 8.76 ERCs for sewer for Lyon County Parcel(s) 021-232-71 located in Fernley, NV.

Business Impact (per NRS Chapter 237):

☐ A Business Impact Statement is Attached.

X 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. Panda Express is seeking a Will-Serve for parcel 021-232-71 located in Fernley, NV
2. This project requires 2.21 ERCs (equivalent to 2.48 acre-ft) for water and 8.76 ERCs (equivalent to 9.81 acre-feet) for sewer to accommodate the tenant improvements.
3. Panda Express has 2.48- acre feet of beneficial interest in water rights. The portion requested in bullet point 2 above will be applied towards this Will-Serve request.

See attached report for background, analysis, alternatives.

RECOMMENDED MOTION:

"I move to approve the Will-Serve request from Panda Express for 2.21 ERCs for water and 8.76 ERCs for sewer to accommodate the tenant improvements in parcel 021-232-71, located in Fernley, NV."

ALTERNATIVES:

N/A

PROJECT SUMMARY:

Panda Express is seeking a will-serve of 2.21 ERCs for Water and 8.76 ERCs for sewer on Lyon County 021-232-7, located in Fernley, NV.

Water and sewer connection fees will be paid at the time of building permit issuance:
Water Service Connection Fees: $7,649

Wastewater Service Connection Fees: $5,464

Any additions to this building after the issuance of this will serve will require additional water rights.

BACKGROUND:

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 – Panda Express for water and sewer services

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: March 5, 2025

REPORT TO:	Mayor and City Council
REPORT FROM:	**Lisa Warner**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No: X	Yes:	No: X	N/A

ACTION REQUESTED: Motion
Consent

AGENDA ITEM:

Discussion and Possible Action to approve a Final Subdivision Map (FSM2019-001) for Hardie Lane Townhomes/Shadow Hills for the development of a 66-lot townhome subdivision on a site approximately ± 6.42-acres in size generally located at 905 Hardie Lane (APN: 021-121-19).

AGENDA ITEM BRIEF:

The Tentative Subdivision Map for Hardie Lane Townhomes/Shadow Hills (TSM2018-002) was approved by City Council on April 17, 2019, and was granted a two-year extension on March 8, 2023, for the development of a 66-lot townhome subdivision.

RECOMMENDED MOTION:

"I move to approve Final Subdivision map (FSM2019-001) for Hardie Lane Townhomes/Shadow Hills adopting Findings 1 through 5 and the facts supporting these Findings as set forth in the staff report."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:
On April 17, 2019, the City Council approved a Tentative Subdivision map (TSM2018-002) to allow for the development of 66-lot townhome subdivision on a site ± 6.42-acres in size generally located at 905 Hardie Lane in the MF30 (Multi-Family 30 du/ac) zoning district.

On March 8, 2023, the Planning Commission approved a two-year Extension of Time request for the Tentative Subdivision Map (TSM2018-002) which moved the expiration date forward to March 7, 2025.

ANALYSIS:
The presented final map creates a 66-lot townhome subdivision generally located at 905 Hardie Lane. All on and off-site improvements have been addressed on the presented final map. The proposed site improvements have been designed in accordance with the City's Development Code and Public Works Design Standards.
Based on the analysis and the findings listed below, staff has concluded that the project as submitted will address identified impacts. Therefore, staff recommends the City Council's approval.

FINDINGS:

1. **The map conforms in every respect with the approved tentative subdivision map.**

The map conforms to the approved tentative subdivision map and no substantial changes have been made to the final map.

2. **All conditions established upon approval of the tentative subdivision map have been satisfied.**

All conditions, comments, and concerns have been satisfied.

3.The final subdivision map conforms to all city ordinances applicable at the time of the decision on the final subdivision map.
The map conforms to all standards and regulations applicable at the present time.

4. All required improvements have been installed as certified by the city engineer, or sufficient assurances for completion and maintenance of improvements have been made pursuant to this Development Code.
The developer has provided adequate assurance of the completion and maintenance of improvements pursuant to the City's Development Code.

5. **All necessary certificates required by state law or by this development code have been presented with the application for the final subdivision map.**

All required certificates and legal documents have been provided with the application.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statues (NRS) Chapter 278 - Planning and Zoning
Fernley Municipal Code (FMC), Title 32 - Development Code
City of Fernley Master Plan, August 2018
NRS 278.320-278.3295 - Subdivision of Land: General Provisions
NRS 278.360-278.460 - Subdivision of Land: Final Maps

FMC 32.03.060(f)2 - Development Code, Administration, Land Division Applications, Final Subdivision Maps
FMC 32.06.080 - Development Code, Zoning Districts, Residential Multiple Family (MDR 14, MF21, MF30)
FMC Chapter 32.09 - Development Code, Development Standards

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TSM 2018-002 Approval Letter with Conditions
2. FSM2019-001 Hardie Townhomes EOT approval Letter
3. 02-07-2025 Shadow Hills Sht 2

May 6, 2019

Sun Quest Investments LLLP
415 HWY 95A, STE 502
Fernley, NV 89408

RE: TSM 2018-002 – Tentative Subdivision Map Approval Letter – Hardie Lane Townhomes

Dear Applicant:

The Tentative Map request from Sun Quest Investments, TSM 2018-002, for a Tentative Subdivision Map request to allow for a 66-lot townhome subdivision (Hardie Lane Townhomes) on a site approximately ± 6.42 acres in size in the NR-2 (Multiple Residence) zoning district, generally located at the northeastern corner of Hardie Lane and Cottonwood Lane, Fernley, NV. (APN: 021-121-19) was approved at the April 17, 2019 City Council Meeting subject to the Conditions of Approval 1 through 23 (attached).

The Tentative Subdivision Map shall expire within four (4) years of the date of the City Council approval, unless the final map has been recorded in accordance with Nevada Revised Statutes, NRS 278.360.

Please make changes and submit for final map. Please include cover letter explaining how each comment has been addressed. If you have any questions concerning this application, please contact Melinda Bauer, at (775) 784-9819 or via email at mbauer@cityoffernley.org.

Sincerely,

MBauer

Melinda Bauer
Assistant Planner

cc: Dave Snelgrove
CFA, Inc.
1150 Corporate Blvd
Reno, NV 89511

Enclosures: Conditions of approval for TSM 2018 - 002

Conditions of Approval for TSM 2018-002
Tentative Subdivision Map

1. APPROVAL:
   THE PROJECT IS APPROVED AS SUBMITTED AND CONDITIONED. ANY SUBSTANTIVE CHANGE SHALL REQUIRE REVIEW AND APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL AS AN AMENDMENT TO THIS TENTATIVE SUBDIVISION MAP.

2. PROJECT DESCRIPTION:
   THE PROJECT APPROVAL IS LIMITED TO A 66-LOT TOWNHOME SUBDIVISION ON ± 6.42 ACRES.

3. EXPIRATION DATE:
   THE TENTATIVE MAP SHALL EXPIRE WITHIN FOUR (4) YEARS OF THE DATE OF THE CITY COUNCIL APPROVAL, UNLESS THE FINAL MAP HAS BEEN RECORDED IN ACCORDANCE WITH NEVADA REVISED STATUTES (N.R.S.) 278.360.

4. WATER RIGHTS:
   THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING THE DEDICATION OF WATER RIGHTS AND ALL ASSOCIATED FEES, FOR THE CONNECTION TO THE CITY'S MUNICIPAL WATER SYSTEM IN THE AMOUNT THAT IS REQUIRED PRIOR TO THE RECORDATION OF A FINAL MAP.

5. SEWER REPORT:
   AT THE TIME OF ANY FINAL MAP SUBMITTAL, THE DEVELOPER SHALL SUBMIT A FINAL SEWER REPORT THAT COMPLIES WITH ALL REQUIREMENTS OF CHAPTERS 8 OF THE CITY OF FERNLEY PUBLIC WORKS DESIGN STANDARDS TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER AND PUBLIC WORKS DIRECTOR.

6. WATER AND SEWER MODELING:
   THE DEVELOPER SHALL PAY ALL FEES AND PROVIDE ALL THE INFORMATION NECESSARY TO COMPLETE WATER AND SEWER MODELING OF THE PROJECT. MODELING WILL BE PERFORMED BY THE CITY OF FERNLEY'S CONSULTANT AND ANY ADDITIONAL INFRASTRUCTURE OR CAPACITY IDENTIFIED BY THE MODELING SHALL BE INCLUDED IN THE IMPROVEMENT PLANS AND CONSTRUCTED BY THE DEVELOPER.

7. WATER AND SEWER MAINS AND SERVICES:
   THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING CONNECTION TO THE CITY'S SANITARY SEWER AND POTABLE WATER SYSTEMS, INCLUDING BUT NOT LIMITED TO: ASSOCIATED FEES, DESIGN STANDARDS, DEVELOPMENT CODE REQUIREMENTS, AND STATE REQUIREMENTS. PRIOR TO THE RECORDATION OF A FINAL MAP FOR ANY PHASE OF THE PROJECT, THE DEVELOPER SHALL PROVIDE THE CITY WITH A UTILITY PLAN FOR WATER AND SANITARY SEWER THAT IS IN CONFORMANCE WITH THE CITY OF FERNLEY MUNICIPAL CODE AND PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR AND ADMINISTRATOR. EACH PHASE MUST ALSO BE REVIEWED AND APPROVED THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION PRIOR TO CONSTRUCTION. THE DEVELOPER SHALL

ENSURE ADEQUATE LOOPING AND CIRCULATION OF THE WATER INFRASTRUCTURE INCLUDING A CONNECTION TO THE WATER MAIN IN COTTONWOOD LANE AND HARDIE LANE. THE CONNECTION TO THE WATER MAIN IN HARDIE SHALL BE CONSTRUCTED WITH THE FIRST PHASE OF THE PROJECT. THE CONNECTION TO WATER MAIN IN COTTONWOOD LANE SHALL BE CONSTRUCTED WITH THE SECOND PHASE OF THE PROJECT.

8. UTILITY EASEMENTS:
   THE DEVELOPER SHALL PROVIDE EASEMENTS TO THE CITY OF FERNLEY FOR THE MAINTENANCE OF THE WATER MAINS, METER BOXES AND SEWER MAINS BEING INSTALLED ON PRIVATE PROPERTY. THE EASEMENTS SHALL INCLUDE THE CITY OF FERNLEY'S STANDARD EASEMENT LANGUAGE AND SHALL BE RECORDED ALONG WITH THE FINAL MAP.

9. DESIGN STANDARDS:
   THE DEVELOPER SHALL COMPLY WITH THE DESIGN STANDARDS AND REGULATIONS AS SET FORTH IN THE CITY'S MUNICIPAL CODE, UNLESS IN CONFLICT WITH THE LOCAL, STATE OR FEDERAL REGULATIONS, IN WHICH CASE THE MORE STRINGENT REGULATION WILL TAKE PRECEDENCE.

10. ENGINEERING DIVISION:
    THE DEVELOPER SHALL COMPLY WITH ALL ENGINEERING REQUIREMENTS WITHIN THE CITY'S MUNICIPAL CODE TITLE 32 INCLUDING BUT NOT LIMITED TO COMPLIANCE WITH CHAPTER 40 (SITE DEVELOPMENT STANDARDS), CHAPTER 43 (FLOODPLAIN MANAGEMENT), CHAPTER 44 (ROADWAYS), CHAPTER 46 (UNDERGROUNDING OF UTILITIES), AND CHAPTER 47 (WATER AND WASTEWATER FACILITIES) TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER AND PUBLIC WORKS DIRECTOR PRIOR TO THE RECORDATION OF A FINAL MAP FOR THE PROJECT.

11. STREETS:
    THE DEVELOPER SHALL CONSTRUCT ANY ROADWAY IMPROVEMENTS NECESSARY TO SERVE THE PROJECT INCLUDING BUT NOT LIMITED TO IMPROVEMENTS TO HARDIE LANE, COTTONWOOD LANE AND JENNY'S LANE TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

    THE DEVELOPER SHALL OFFER FOR DEDICATION ANY STREETS AND ASSOCIATED RIGHT OF WAY FOR THE PROJECT TO THE CITY OF FERNLEY. ANY ROADWAY INFRASTRUCTURE OFFERED FOR DEDICATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DEVELOPMENT CODE AND THE CITY OF FERNLEY PUBLIC WORKS DESIGN MANUAL PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR ANY RESIDENTIAL UNIT TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER AND PUBLIC WORKS DIRECTOR.

12. EMERGENCY ACCESS:
    THE EMERGENCY ACCESS ROAD AND DRIVEWAY TO COTTONWOOD LANE SHALL ONLY BE USED AS AN ENTRANCE OR EXIT POINT FOR THE DEVELOPMENT IN THE EVENT OF AN EMERGENCY OTHERWISE IT SHALL BE GATED AND REMAIN LOCKED.

13. DRAINAGE AND GRADING:
    THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE MUNICIPAL CODE TITLE 32.42 (DRAINAGE AND GRADING) OF THE DEVELOPMENT CODE AND CHAPTER 10 OF THE CITY OF FERNLEY PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR PRIOR TO THE ISSUANCE OF A BUILDING OR GRADING PERMIT FOR THE PROJECT.

    THE DEVELOPER SHALL PROVIDE A FINAL DRAINAGE REPORT FOR THE PROJECT IN CONFORMANCE WITH THE FERNLEY MUNICIPAL CODE AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO APPROVAL OF A BUILDING PERMIT FOR ANY PORTION OF THE PROJECT. EACH SUCCESSIVE PHASE OF THE PROJECT SHALL SUBMIT AN UPDATED DRAINAGE REPORT FOR REVIEW AND APPROVAL BY THE CITY ENGINEER SHOWING THE CUMULATIVE EFFECT OF THE DEVELOPED PORTION OF THE PROJECT ALONG WITH THE PROPOSED PHASE'S EFFECT ON THE TOTAL DISCHARGE INTO THE DRAINAGE SYSTEM. THE STORM WATER AND DRAINAGE PLANS FOR THE PHASES OF THE DEVELOPMENT SHALL BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE ISSUANCE OF A GRADING PERMIT FOR THE PHASES OF THE PROJECT.

14. GRADING PERMIT:
    THE DEVELOPER SHALL SUBMIT A GRADING PLAN FOR ANY PHASE OF THE PROJECT TO THE APPROVAL OF THE CITY ENGINEER. PRIOR TO THE ISSUANCE OF A GRADING PERMIT FOR THE DEVELOPMENT THE DEVELOPER SHALL POST A SURETY BOND FOR REGRADING AND RECLAMATION OF THE SITE. DEVELOPER SHALL COMPLY WITH ALL GRADING REQUIREMENTS SET FORTH IN THE CITY OF FERNLEY DEVELOPMENT CODE AS WELL AS ALL STATE AND FEDERAL REGULATIONS.

15. GEOTECHNICAL REPORT:
    THE DEVELOPER SHALL PROVIDE A FINAL GEOTECHNICAL REPORT FOR THE PROJECT IN CONFORMANCE WITH THE DEVELOPMENT CODE FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO THE RECORDATION OF A FINAL MAP FOR ANY PORTION OF THE PROJECT.

16. RESIDENTIAL CONSTRUCTION TAX:
    THE DEVELOPER IS SUBJECT TO THE PROVISIONS OF FERNLEY MUNICIPAL CODE CHAPTER 26.02 – RESIDENTIAL CONSTRUCTION TAX. THE RESIDENTIAL CONSTRUCTION TAX FEE SHALL BE PAID PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR EACH SINGLE-FAMILY RESIDENCE.

17. FINAL MAP PHASING:
    EACH PHASE SUBMITTED MUST BE DESIGNED TO MEET THE PUBLIC FACILITIES AND IMPROVEMENT STANDARDS AND BE ABLE TO OPERATE INDEPENDENTLY AND AS PART OF THE OVERALL DESIGN. CHANGES TO THE PHASING PLAN WILL REQUIRE REVIEW AND APPROVAL BY THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR PRIOR TO BEING IMPLEMENTED.

18. IMPROVEMENT PLANS:
    WITH THE SUBMITTAL OF ANY FINAL MAP APPLICATION, THE DEVELOPER SHALL SUBMIT THE ASSOCIATED IMPROVEMENT PLANS FOR REVIEW AND APPROVAL. THE IMPROVEMENT PLANS SHALL BE APPROVED PRIOR TO THE RECORDATION OF THE FINAL MAP. THE UTILITIES AND INFRASTRUCTURE FOR EACH PHASE OF MUST OPERATE INDEPENDENTLY OF FUTURE PHASES YET TO BE CONSTRUCTED.

    THE DEVELOPER SHALL CONSTRUCT ALL REQUIRED PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO PUBLIC UTILITY AND ROADWAY INFRASTRUCTURE ASSOCIATED WITH THE PROJECT OR PROVIDE A SURETY BOND IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN TITLE 32, CHAPTER 48 (IMPROVEMENTS AND AGREEMENTS) OF THE CITY MUNICIPAL CODE.

19. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:
    THE DEVELOPER SHALL COMPLY WITH THE REQUIREMENTS OF THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT TO THE APPROVAL OF THE ADMINISTRATOR AND THE FIRE CHIEF PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

20. RIGHT TO FARM:
    THE DEVELOPER SHALL PLACE A NOTE ON THE FINAL MAP PROVIDING NOTICE TO ANY AND ALL SUBSEQUENT PURCHASERS OF “THE RIGHT TO FARM” PROVISIONS INCLUDED IN NEVADA REVISED STATUTES 40.140 AND THE DEVELOPMENT CODE.

21. FENCING:
    AT THE TIME OF FINAL MAP SUBMITTAL, THE DEVELOPER SHALL SUBMIT A FENCING PLAN IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE MUNICIPAL CODE TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

22. UNITED STATES POSTAL SERVICE:
    THE DEVELOPER SHALL PROVIDE AN EASEMENT FOR ANY NEW CLUSTER MAILBOX LOCATION TO THE APPROVAL OF THE ADMINISTRATOR AND LOCAL POSTAL INSPECTOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

23. TRUCKEE CARSON IRRIGATION DISTRICT (TCID)/BUREAU OF RECLAMATION:
    THE DEVELOPER SHALL COMPLY WITH THE REQUIREMENTS OF THE TRUCKEE CARSON IRRIGATION DISTRICT AND/OR THE BUREAU OF RECLAMATION RELATED TO ANY FACILITY OR EASEMENT WITHIN THE PROJECT BOUNDARY TO THE APPROVAL OF THE ADMINISTRATOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

March 8, 2023

Eric Flodman
Project Manager
Genica Development, LLC.
rprfernley@gmail.com

RE: FSM 2019-001 – Extension of Time – Hardie Lane Townhomes project

Dear Applicant:

On March 8, 2023, the City of Fernley Planning Commission reviewed a Tentative Subdivision Map Extension of Time request to allow for the development of a 66-lot townhome subdivision on approximately ± 6.42-acres, generally located at the northeastern corner of Hardie Lane and Cottonwood Lane, Fernley, NV on APN: 021-121-19.

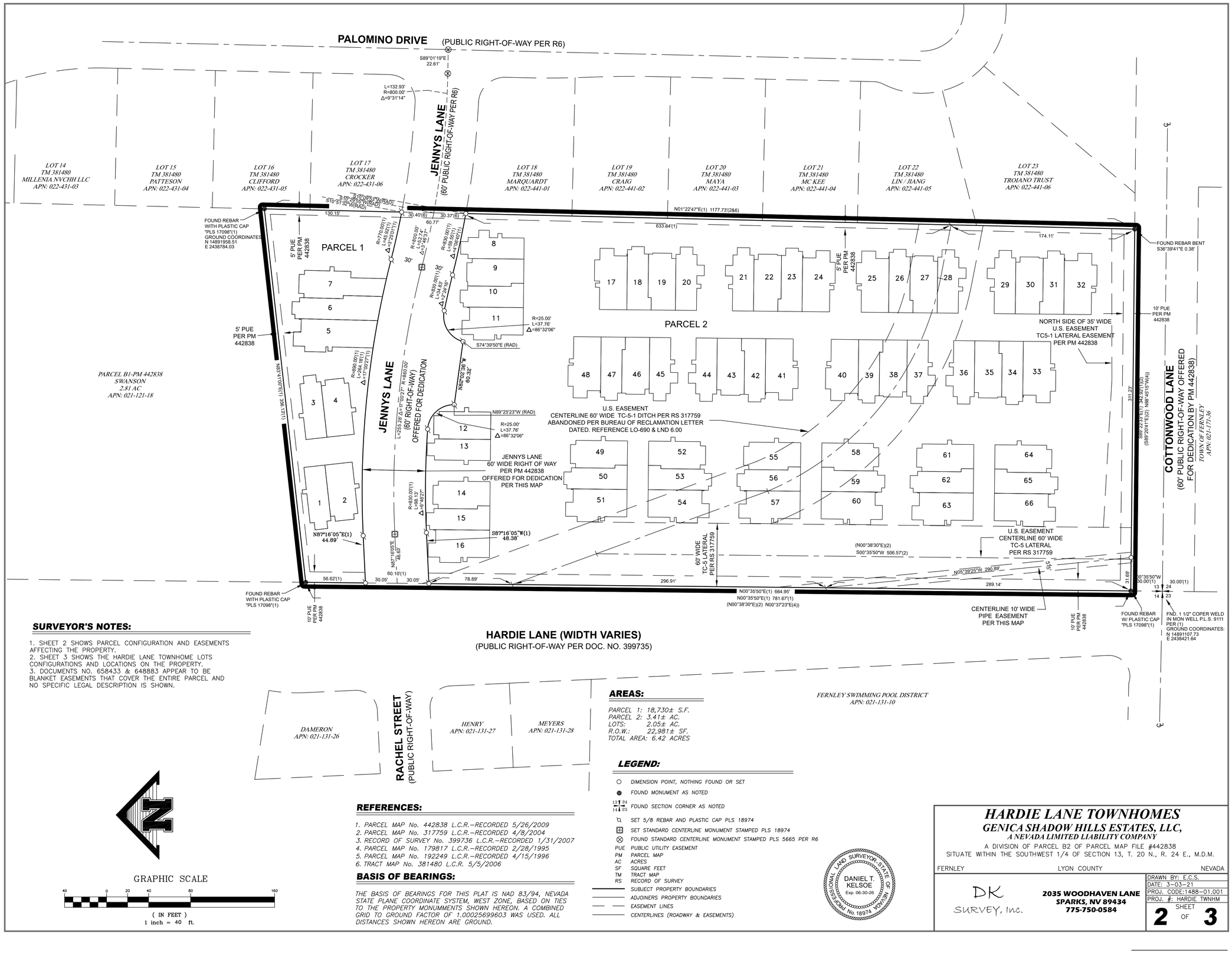
The project was approved subject to compliance with all local, state, and federal regulations, including the 23 conditions of approval. Per condition #3, the Tentative Subdivision Map approval expires within four (4) years of the date of approval unless the final map has been recorded in accordance with Nevada Revised Statutes (N.R.S.)278.360. We received a written request for a two-year extension on February 7, 2023. The applicant continues to diligently pursue the establishment of the permitted use. Therefore, a two-year extension is hereby granted. As such, the project will now expire on March 7, 2025.

You may not conduce or establish the use for which this application was approved until all conditions of approval have been satisfied to the approval of the Planning Department, including obtaining a business license. If you have any questions concerning this application, please contact the Planning Department at (775) 784-9810.

Sincerely,

Lisa Warner
Assistant Planner

CC: Sherri Braden
Cardin Realty
fernleysales@gmail.com



SURVEYOR'S NOTES:

1. SHEET 2 SHOWS PARCEL CONFIGURATION AND EASEMENTS AFFECTING THE PROPERTY.
2. SHEET 3 SHOWS THE HARDIE LANE TOWNHOME LOTS CONFIGURATIONS AND LOCATIONS ON THE PROPERTY.
3. DOCUMENTS NO. 658433 & 648883 APPEAR TO BE BLANKET EASEMENTS THAT COVER THE ENTIRE PARCEL AND NO SPECIFIC LEGAL DESCRIPTION IS SHOWN.

AREAS:

PARCEL 1: 18,730± S.F.
PARCEL 2: 3.41± AC.
LOTS: 2.05± AC.
R.O.W.: 22,981± SF.
TOTAL AREA: 6.42 ACRES

LEGEND:

- DIMENSION POINT, NOTHING FOUND OR SET
- FOUND MONUMENT AS NOTED
- FOUND SECTION CORNER AS NOTED
- SET 5/8 REBAR AND PLASTIC CAP PLS 18974
- SET STANDARD CENTERLINE MONUMENT STAMPED PLS 18974
- FOUND STANDARD CENTERLINE MONUMENT STAMPED PLS 5665 PER R6
- PUE PUBLIC UTILITY EASEMENT
- PM PARCEL MAP
- AC ACRES
- SF SQUARE FEET
- TM TRACT MAP
- RS RECORD OF SURVEY
- SUBJECT PROPERTY BOUNDARIES
- ADJOINERS PROPERTY BOUNDARIES
- EASEMENT LINES
- CENTERLINES (ROADWAY & EASEMENTS)

REFERENCES:

1. PARCEL MAP No. 442838 L.C.R.–RECORDED 5/26/2009
2. PARCEL MAP No. 317759 L.C.R.–RECORDED 4/8/2004
3. RECORD OF SURVEY No. 399736 L.C.R.–RECORDED 1/31/2007
4. PARCEL MAP No. 179817 L.C.R.–RECORDED 2/28/1995
5. PARCEL MAP No. 192249 L.C.R.–RECORDED 4/15/1996
6. TRACT MAP No. 381480 L.C.R. 5/5/2006

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PLAT IS NAD 83/94, NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, BASED ON TIES TO THE PROPERTY MONUMMENTS SHOWN HEREON. A COMBINED GRID TO GROUND FACTOR OF 1.000256999603 WAS USED. ALL DISTANCES SHOWN HEREON ARE GROUND.

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
DANIEL T. KELSOE
Exp. 06-30-26
No. 18974

HARDIE LANE TOWNHOMES

GENICA SHADOW HILLS ESTATES, LLC,
A NEVADA LIMITED LIABILITY COMPANY

A DIVISION OF PARCEL B2 OF PARCEL MAP FILE #442838
SITUATE WITHIN THE SOUTHWEST 1/4 OF SECTION 13, T. 20 N., R. 24 E., M.D.M.

FERNLEY LYON COUNTY NEVADA

DK SURVEY, Inc.

2035 WOODHAVEN LANE
SPARKS, NV 89434
775-750-0584

DRAWN BY:	E.C.S.
DATE:	3-03-21
PROJ. CODE:	1488-01.001
PROJ. #:	HARDIE TWNHM
SHEET	2 OF 3

S_STAMP

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: March 5, 2025

REPORT TO:	Mayor and City Council
REPORT FROM:	**Lydia Altick, Deputy City Manager**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes: X	No:	Yes: X	No:	GL# 100-474-320

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to enter into a time and materials contract with Wood Rodgers, not to exceed $398,195, for a period of one and a half years, ending in June 2026, to complete a corridor action plan for three corridors within the City of Fernley.

AGENDA ITEM BRIEF:

Staff is seeking approval to enter into a time and materials contract for consulting services with Wood Rodgers for an amount not to exceed $398,195.

RECOMMENDED MOTION:

"I move to approve a contract with Wood Rodgers for consulting services for an amount not to exceed $398,195."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to approve the contract.

BACKGROUND:

On October 2, 2024, Fernley City Council unanimously approved adopting a Cooperative Agreement with the Nevada Department of Transportation through and including December 31, 2025, to complete a City Corridor Study. In Fiscal Year 2024 – 2025, the City budgeted $275.000 to go with the $150,000 from NDOT as part of their planning grant to complete three corridor studies. The Cooperative Agreement provided terms for the City's Corridor Studies, which include 1) along US-50A (Main Street and Business 80 between l-80 Exit 46 and Exit 48, including the roundabout), 2) State Route (SR) 828 (Farm District Road), and 3) US-95A. The Corridor Studies will focus on improving access management and safety, enhancing mobility, and planning for future transportation needs. The studies could then serve as the basis for potential grant funding.

On December 20, 2024, the City released a request for proposals (RFP) to seek cost proposals from professional consultants to complete three Corridor Action Plans. Two firms replied. Select City staff and one NDOT representative reviewed and evaluated the proposals and selected Wood Rodgers. Contract negotiations ensued with the selected firm to complete the work.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332

FINANCIAL IMPLICATIONS:

This project received funding of $275,000 for the current Fiscal Year 2024-2025.

ATTACHMENTS:

1. COF_WR Professional Services Contract
2. ATT A-Fernley Corridor Plan - Scope of Work
3. ATT B-Fernley Corridor Plan - Fee and Rates
4. ATT C-Fernley Corridor Plan - Schedule
5. ATT D-Fernley Corridor Plan - Team

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 5th day of March, 2025, 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 Wood Rodgers, a Professional Engineering Design Consultant, whose address is 1361 Corporate Blvd, Reno, NV 89502 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

    a. **Description of Services.**

        i. **Attachments:**

            1. **Attachment A:** Scope of Work. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.

            2. **Attachment B:** Fee Schedule

            3. **Attachment C:** Schedule of Services. Tasks and subtasks shall be completed in accordance with the schedule in Attachment C. Any change(s) to the schedule must be approved in writing by the City's Project Manager.

_____Contractor's Initial _____CoF Representative

4. **Attachment D:** Project Team. Contractor will perform the work using the project team identified in Attachment D. Any changes to the project team must be approved in writing by the City's Project Manager.

b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in 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 APPROVALCOMPENSATION 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 B 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 Attachment B (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 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 to 5)	$380,695
Subtotal Professional Services: (Avenue Consultants)	$10,000
Direct Expenses:	$7,500
Subtotal OPTIONAL Professional Services: (Task 6)	$0.0
Total NTE Amount (Including OPTIONAL Services)	$398,195

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 Manager
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

If to Contractor:
Wood Rodgers
1361 Corporate Blvd.
Reno, NV 89502

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 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 Contract 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.

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 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 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 insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

COF CTR

a. **Workers' Compensation and Employer's Liability Insurance**. Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following

written request to a qualified insurer: ****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

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.

COF CTR

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 achieve 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.

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.

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 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, 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.

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, 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF FERNLEY

_____
Mayor, City of Fernley Date

_____
City Manager, City of Fernley Date

_____
City Clerk, City of Fernley Date

Approved as to form:

_____
City Attorney, City of Fernley Date

Originating Department:

_____
Department Head Date

CONTRACT

A Contract For Design Professional Services

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

CONTRACTOR
BY:
TITLE:
FIRM: Wood Rodgers
BUSINESS LICENSE #:
Address: 3301 C Street, Bldg. 100-B
City: Sacramento State: CA Zip Code: 95816
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: _____

Task 1 – Project Management

Task 1.0 Project Management Scope

Task 1.1 Kick-Off Meeting: Wood Rodgers (WR) will prepare for and facilitate a kick-off meeting at the outset to ensure alignment on the scope, schedule, deliverables, and expected outcomes of the Plan. The kick-off meeting is also an excellent opportunity to obtain feedback towards the development of the Plan vision and goals, set expectations, define roles and communication protocols, to identify additional relevant plans, studies, and/or data sets, and discuss specific community members that should be engaged as part of the process through either the Technical Advisory Committee (TAC), stakeholder outreach, and/or one-on-ones. WR also recommends including or holding a specific kick-off meeting with NDOT to start coordination at the outset. WR will prepare all kick-off meeting materials including agenda, schedule, and meeting notes.

Task 1.2 Coordination and Administration: The WR Project Manager will be the main point of contact and will oversee all major Plan activities. The WR Project Manager will coordinate all activities internally, as well as externally with partner agencies. Monthly progress meetings (in-person and virtual) will be established at the outset to ensure regular communication and coordination with the City. A schedule of regular and milestone meetings will be established, including stakeholder and public touch points. The WR Project Manager will also be responsible for monthly invoices and billing with detailed progress reports submitted with each invoice, in accordance with NDOT requirements.

Task 1.0 - Deliverables

Final scope, schedule, budget, kick-off and progress meeting agendas and notes, monthly billing, and progress reports per NDOT requirements.

Task 2 – Public & Agency Involvement

Task 2.0 Public and Agency Involvement Scope

Task 2.1 Engagement Plan: WR will prepare an Engagement Plan upon Notice to Proceed. Our outreach team will work closely with the City to establish the overarching outreach strategy and schedule early on. This includes milestone touch points throughout the process to ensure the NexGen Action Plan is built on collaboration and engagement from the ground up. The plan must be reflective of the community and agency realities and ongoing outreach is critical to achieving this goal. Key outreach elements will be reviewed at the kick-off meeting to obtain feedback for incorporation in the Engagement Plan which will be circulated for review prior to finalizing and implementing the plan. The outreach schedule and associated techniques will be detailed in the final Engagement Plan and shared with the NDOT Public Information Officer.

Task 2.2 Contact Database: WR will maintain a contact database of stakeholders and interested community members. Contact lists will be established for both groups with direct communication as appropriate. Communications will be tracked, and recipients will always be given the opportunity to respond to the team, ensuring two-way communication. All blasts will be reviewed and approved by the City before sending.

Task 2.3 Technical Advisory Committee: WR will establish a TAC of key stakeholders and technical staff. The TAC will meet regularly throughout the study to coordinate data gathering, alternatives, outreach activities, implementation strategies, agency requirements, and Plan development. WR will prepare agendas prior to each meeting and submit

to the City for approval before distribution. WR will facilitate each TAC meeting, provide all collateral materials, and generate meeting summaries. TAC meetings are anticipated to be virtual to maximize participation, although hybrid meetings are also an effective option. A total of approximately ten (10) TAC meetings are anticipated as detailed in the graphic.

Task 2.4 Community Meetings: WR will work closely with the City to plan and execute community meetings and workshops at key touch points during Plan development. Meetings will be in-person with a virtual option to maximize participation. Following the Engagement Plan and refined as appropriate, WR and the City will implement a robust notification scheme prior to each meeting. Notification methods may include PDF and printed flyers, social media engagement, email/SMS blasts, website, and public venue announcements such as at City Council and interest group meetings. A total of three (3) formal community engagements are suggested as follows:

- ✓ Community Meeting #1: Study introduction, expectations, issue identification, and travel/preference survey
- ✓ Community Meeting #2: Interactive concept and alternatives workshop
- ✓ Community Engagement #3: Draft NexGen Action Plan presentation and feedback

Language translation services will be provided if needed. WR typically works with the University of Nevada Reno Language Bank for these services. WR will provide turnkey meeting logistics including sign-in tables, comment logging, and meeting collateral materials.

Task 2.5 Developer Workshops and One-on-Ones: WR will engage the development community through Developer Workshops prior to each community engagement to provide direct feedback and communication, as well as preview engagement information. Developers often will not participate in community meetings and these workshops provide a venue to hear directly from the development community. Moreover, our local WR team is always available for one-on-ones to engage developers directly to ensure all bases are covered.

Task 2.6 Travel/Preference Survey: WR will develop a custom survey at the outset. The Travel and Preference Survey is intended to understand area travel characteristics, issues and opportunities, traveler demographics, and user preferences. The preference survey will help inform priorities and resulting conceptual alternatives brought to the public in Community Meeting #2. The survey will be reviewed by the City and the TAC prior to going live. An easy URL and QR code will be prepared and used to share the survey across various media.

Task 2.7 Outreach Summary: At the culmination of Task 2, WR will prepare a detailed Outreach Summary that documents the outreach efforts, methods, participation, survey summary, and comments received. The Outreach Summary will be a supporting document incorporated into the Final Plan.

Task 2.0 - Deliverables

Public outreach and community meeting collateral materials, TAC materials and notes, study website/content, community survey and summary, and Outreach Summary.

Task 3 – Existing Conditions Analysis

Task 3.0 Existing Conditions Analysis Scope

Task 3.1 Existing Conditions Analysis: WR will assemble existing plans and studies, policy documents, available data sets, land use and masterplans, utility information, and other relevant data to create a foundation of actionable data. Existing plans, studies and policies will be reviewed and summarized via a matrix that briefly describes the document, its purpose, the relevancy to this Plan, and any useable data. GIS-based maps will be prepared depicting existing land use, zoning, vacant land, and area plans. WR will tap into our extensive local knowledge and relationships to map planned and forthcoming development. The land use and development information will be used to inform the preparation of Transportation Analysis Zones (TAZs) within the TDM. Other features to be mapped include:

- Utilities and utility corridors based on available information
- Corridor right-of-way widths and GIS parcel data
- Flood plains and natural/protected features
- Community services, parks, and public lands
- Speed limits, laneage, traffic volumes, and functional classification
- Existing bicycle and pedestrian infrastructure

WR will collect traffic turning movement counts at up to 10 (ten) signalized and unsignalized intersections. Locations include:

- Main St./Farm District Rd./US 95A Roundabout
- Main St./US 95A
- Newlands Dr./US 95A
- Freemont St./Chisholm Trail/US 95A
- Cottonwood Ln./Farm District Rd.
- Cottonwood Ln./US 95A
- Other locations identified in discussion with the City and as needed to support TDM calibration.

NDOT TRINA AADT counts will be assembled at corridor locations and as needed to support TDM calibration. Demographic and trip characteristics data will be obtained from the American Community Survey (ACS) and Replica. Task 3 items will be documented and incorporated into an Existing Conditions Report for each corridor.

Task 3.2 Existing Traffic Operations Analysis: WR will conduct an existing conditions traffic operations analysis at the existing signalized intersections using Synchro 12, applying Highway Capacity Manual (HCM) 7th Edition methods. Sidra v.10 will be used to analyze the existing Main St./Farm District Rd./US 95A roundabout to update current performance. WR will also take drone aerial video footage to observe roundabout conditions and validate operations results. Intersection locations currently operating below Level of Service (LOS) D or worse will be evaluated for causal factors and traffic conditions to inform alternative development. Results will be included in the Existing Conditions Report for each corridor.

Task 3.3 Safety Analysis: WR will conduct a comprehensive transportation safety analysis of Plan corridors. The most recent 5-year crash data will be obtained from NDOT. WR will prepare a series of summary maps and crash factors for roadway segments and intersections. WR will conduct a comprehensive safety analysis, evaluating causal factors, including special emphasis on fatalities, serious injuries, and multimodal crashes. In addition, crash risk factors will be identified for each corridor using safe systems approach methodologies. The results will be included in the

Existing Conditions Report for each corridor. Note, NDOT will be kicking off a Fernley Local Road Safety Plan effort in 2025 and we foresee opportunities for leveraging concurrent efforts.

Task 3.4 TDM Development: WR will obtain the most recent version of the RTC Washoe TransCAD TDM, recently updated by Caliper Corporation. The TDM will be reviewed and calibrated to local Fernley, base year conditions using a combi nation of available NDOT TRINA counts, as well as newly obtained traffic counts at select locations collected under Task 3.1. Other localized updates include socioeconomic data/statistics projected by planned future major private developments in the study area, roadway network coding, and increased network granularity. Parcel information will be used and new TAZs will be created/adjusted as warranted based on existing land use, development potential, planned developments, and to add model detail where necessary.

Origin-destination (OD) data from Replica or other sources will be used to validate travel occurring to/from and within the Fernley area. Base year TDM output volumes will be compared to existing traffic counts and a series of model runs performed to refine the model. Up to ten (10) calibration iterations of the base year model will be performed for calibration/validation purposes. A calibration/validation analysis will be completed and documented per industry standards and NDOT Traffic Forecasting Guidelines. Calibrations will then be applied to the future horizon year models (2040, 2050).

WR will coordinate and facilitate a TDM Working Group consisting of NDOT and RTC Washoe modeling staff. The TDM Working Group provides a venue to share data, provide technical input, and review model results to ensure acceptance of the final TransCAD model prior to its application.

WR will prepare a TDM Calibration, Validation, and Forecast Memo (Traffic Forecast Memo) in accordance with NDOT Traffic Forecasting Guidelines.

Task 3.0 - Deliverables

Existing Conditions Memorandum (by corridor), including existing traffic operations analyses, and crash analyses. TDM Calibration, Validation, and Forecast Memo. TransCAD TDM model (base year, 2040, and 2050)

Task 4 – Develop Alternatives and Evaluate Recommendations

Task 4.0 Develop Alternatives and Evaluate Recommendations Scope

Task 4.1 Traffic Operations Analysis: WR will develop and analyze traffic operations models for the corridor intersections noted earlier under future and interim year conditions. Future and interim year results will be prepared for up to three (3) future forecast scenarios (varying land uses and roadway network connections) by applying TDM outputs. WR will use Synchro/SimTraffic 12, applying HCM, 7th Edition methods, for signalized and unsignalized intersections. The roundabout will be analyzed using Sidra v.10. Performance metrics include LOS, delay, travel time, and queuing. The results will inform the development of alternatives and mitigations to maintain policy LOS. In addition, WR will evaluate segment capacity based on interim and future year forecast volumes and identify locations near or exceeding a volume to capacity ratio of one. Results and recommendations will be documented in the Alternatives Evaluation Report.

Task 4.2 Multimodal Evaluation: WR will review the existing multimodal network, confirming existing Bicycle Level of Traffic Stress/Pedestrian Experience Indexes (BLTS/PEI) conditions within the TMP. Any updates will be identified and a new existing BLTS/PEI layer established. Previous recommendations will be reviewed, as well as known projects (e.g. SR 828 Bike Path Phase 3) and the proposals compared against identified gaps and low BLTS/PEI locations. Relevant previous recommendations will be carried forward, upon collaboration with the TAC, and new concepts developed as needed to achieve a safe, comfortable, and connected multimodal network. Results and recommendations will be documented in the Alternatives Evaluation Report.

Task 4.3 Safety Countermeasures: Based on the safety analysis completed during Task 3, WR will identify relevant countermeasures to address historic and risk-based safety concerns. WR will apply our custom FHWA Countermeasure Selection Tool to help identify established countermeasures. Crash Modification Factors (CMFs) will be applied to determine potential crash reduction and proposed alternatives will be prioritized based on crash reduction potential to inform the Implementation Plan. Results and recommendations will be documented in the Alternatives Evaluation Report.

Task 4.0 - Deliverables

Alternatives Evaluation Report, supporting reports and evaluation models.

Task 5 – Report Preparation

Task 5.0 Report Preparation Scope

Task 5.1 Implementation Plan: WR will prepare a comprehensive Implementation Plan that establishes a blueprint for advancing priority recommendations. This includes a 20-year time-phased plan (0-5, 6-10, and 11-20 year horizons) based on the pace of anticipated development, travel growth, and community priority. WR, with input from the TAC, will identify agencies, departments, and the steps required to implement recommended improvements, projects, and policies. The Plan with identify the agency responsible for tracking overall Plan implementation. Cost estimates will be prepared and included in the Implementation Plan for programming purposes.

WR will help establish the frequency for plan updates and required resources for follow on actions. WR will also identify potential funding sources and make recommendations for priority projects that are good candidates for known funding programs and grants.

Task 5.2 Draft Final Report: WR will prepare an Admin Draft Final Report incorporating the results of previous tasks. An individual report will be prepared for each of the three corridors, focusing on the current and future conditions and recommendations for each corridor. The corridor reports will be incorporated into an overarching NexGen Action Plan that outlines the Implementation Plan, including funding opportunities, the study vision and goals, public outreach summary, and TDM forecasting. The Admin Draft will be reviewed by the City and TAC. Comments will be incorporated and coordinated as appropriate to prepare a Draft Final Report for public review.

Task 5.3 Final Next Generation Corridor Action Plan: WR will incorporate public comments and summarize the third round of public outreach to arrive at the Final Next Generation Corridor Action Plan. An Executive Summary will be prepared in a format that allows the Executive Summary to be used as a standalone information brief. In addition, a final overview presentation will be prepared summarizing the process and the recommendations.

Task 5.0 - Deliverables

Admin. Draft, Draft, and Final Next Generation Corridor Action Plan, Executive Summary, and Summary Presentation.

Task 6 – Optional Grant and Funding Support (Not Included in Fee)

Task 6.0 Optional Grant and Funding Support Scope

Task 6.1 Optional Grant and Funding Support: WR offers a deep bench of funding support. We understand there are often tight timeframes for many grants submittals, as well as Fernley's need to get projects going yesterday. We will take this into consideration with phasing to ensure we have quick wins ready to go to support immediate grant funding requests. WR can provide the following grant support services, depending on funding available/desired for grant support:

- **Full, turnkey grant application completed on behalf of Fernley and your project partners**. WR provides a completed grant application for review and Fernley staff submits.
- **Partial grant application and staff support.** WR serves as an extension of Fernley staff and works on certain sections while Fernley staff completes the others.
- **Graphic and data support.** WR serves as an extension of Fernley staff and provides our professionals to help Fernley staff fill in the critical details such as benefit/cost analyses.

Every grant is different. WR will apply the Implementation Plan from the corridor planning effort with City staff to identify specific grants and analyze the potential for success. Once specific grants have been identified WR will provide a specific scope of work and estimated fee to complete the grant based on the level of support the City needs for each grant. WR will also support the City as needed in anlayzing developments surrounding the project segment proposed for the grant to understand the potential for matching funds. WR can also assist the City in discussions with developers to obtain letters of support or other commitments for matching funds to support the grant application. Other coordination WR may lead include engaging NDOT to coordinate grants on state-owned facilities, to further garnish support and ensure the application is not competing against other NDOT projects the Department may submit towards the same funding source.

Task 6.0 - Deliverables

Deliverables will be determined and outlined with a specific proposal provided for each grant depending on level of support required by the City of Fernley.

City of Fernley Corridor Action Plan											
WOOD RODGERS	Principal Planner/Engineer II	Principal Planner/ Engineer/LA I	Senior Planner/ Engineer II	Senior Planner/ Engineer/LA I	Project Planner/ Engineer/LA/GIS II	Project Planner/ Engineer/LA I	Planner/ Engineer/ LA/ GIS II	Senior Graphic Designer II / Planner/ Engineer/ LA/ GIS I	Assistant Planner/ Engineer/ LA/ GIS I	Project Coordinator	
Task Description	$280	$265	$250	$235	$220	$205	$185	$175	$155	$150	
Task 1.0: Project Management	60	15	6		6					10	$25,095
Task 2.0: Public & Agency Involvement	40	60	10	10		30	60	40		20	$59,200
Task 3.0: Existing Conditions Analysis	60	8	4	80	180	45	290	95	10		$159,370
Task 4.0: Develop Alternatives & Evaluate Recommendations	40	50	20	40	55	80	118	40	80		$108,580
Task 5.0: Report Preparations	10	20	10				80		10	10	$28,450
Subs: Avenue Consultants											$10,000
Direct Expenses (Public Outreach, Technology, Materials, Traffic Counts)											$7,500
Totals	210	153	50	130	241	155	548	175	100	40	$398,195

WOOD RODGERS

FEE SCHEDULE

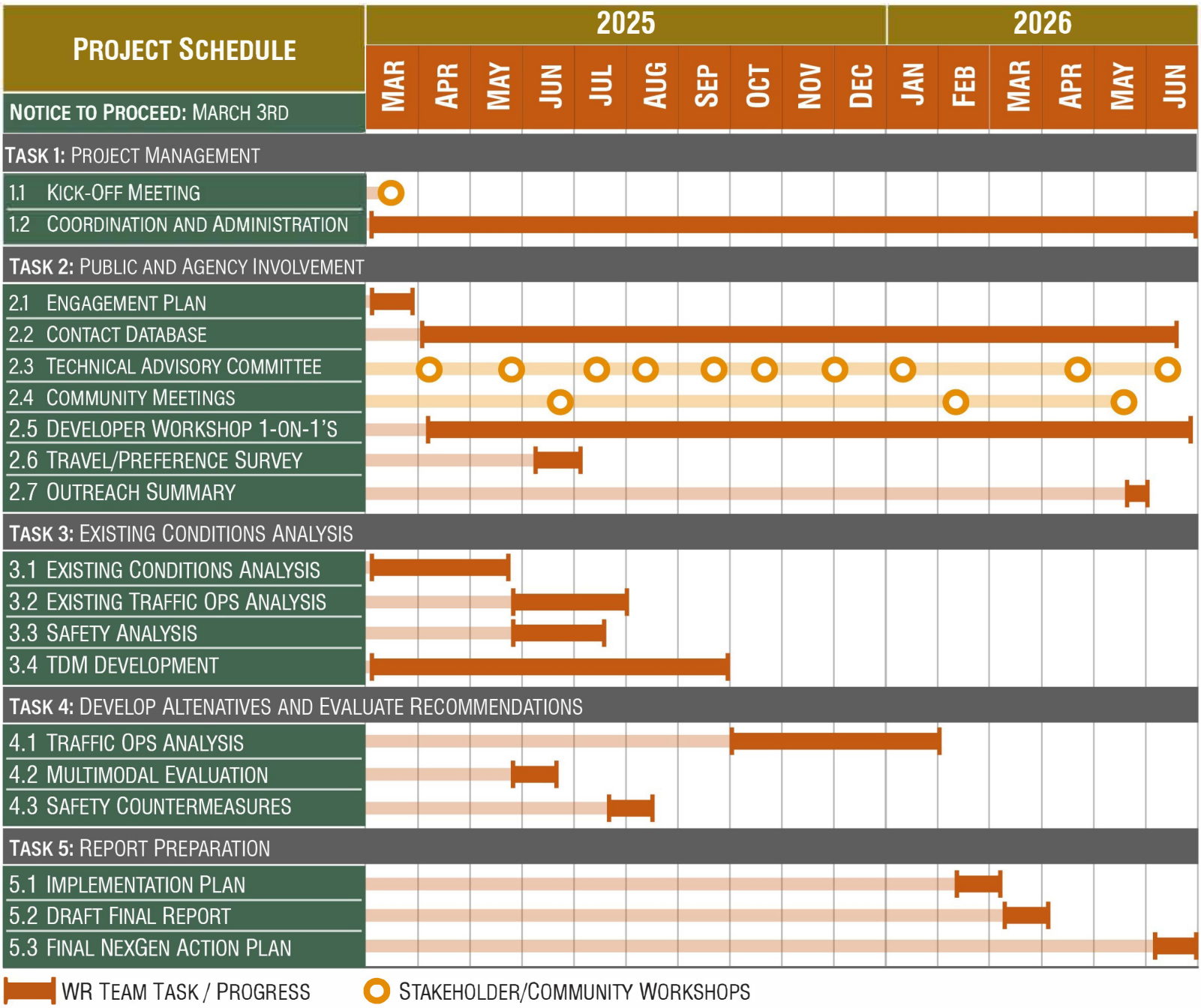
CLASSIFICATION	STANDARD RATE
Directing Principal Engineer/Geologist/Surveyor/Planner/GIS/LA*	$330
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$280
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$265
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$250
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$235
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$220
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$205
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	$175
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	$155
Designer	$100
Senior CAD Technician/Graphics Designer II	$175
Senior CAD Technician/Graphics Designer I	$165
CAD Technician/Graphics Designer	$145
Project Coordinator	$150
Administrative Assistant	$130
Construction Director	$215
Construction Manager	$195
Senior Inspector II	$155
Senior Inspector I	$140
Inspector II	$135
Inspector I	$115
Senior Field Technician I	$135
Field Technician II	$120
Field Technician I	$95
1 Person Survey Crew	$185
2 Person Survey Crew	$250
3 Person Survey Crew	$325
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

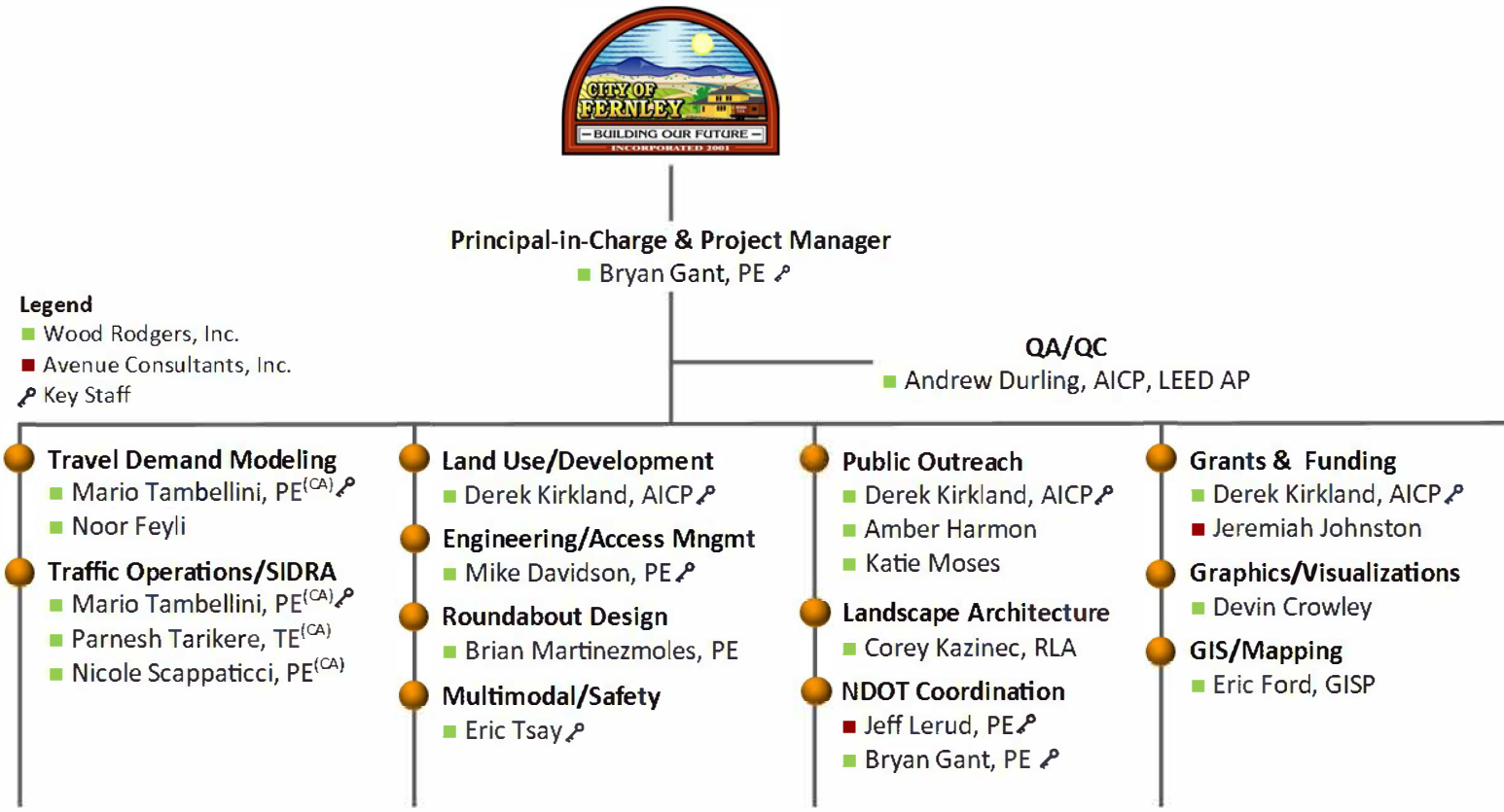
Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 67 cents per mile.

Fee Schedule subject to change January 1, 2026.

ATTACHMENT C



ATTACHMENT C



CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: March 5, 2025

REPORT TO:	Mayor and City Council
REPORT FROM:	**Kari Weitzel**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:X	No:	Yes:X	No:	230-575-730

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a contract with Schell Creek Construction for an amount of $395,000.00 for In Town Park Phase 1 Project

AGENDA ITEM BRIEF:

Staff is seeking the approval to execute a contract with Schell Creek Construction for phase 1 construction for In Town Park in the amounts of $371,948.72 plus $20,000 contingency.

RECOMMENDED MOTION:

"I move to approve a contract with Schell Creek Construction for phase 1 construction for In Town Park in the amount of $ 395,000.00"

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

BACKGROUND:

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

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

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

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

Phase 1 will include:

- Beautification Along Hwy 95A
- Entrance to the park upgrade
- Reconstruct Playground Area
- Patio Area for the Shade Structures
- Add a park sign

The Gazebo and concrete pad was completed in June 2024 with funds budgeted from fiscal year 23/24
And in November 2024, four shade structures were installed.

On November 6th 2024, a bid opening was scheduled and we received zero bids. At this time we reached out to Scheel Creek for a proposal.

We have received a proposal from Scheel Creek for phase 1 in the amount of $395,000.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

The funding for this Construction Project was approved in the current budget for fiscal year 2024/2025

ATTACHMENTS:

1. 2025.03.06 Contract Schell Creek ITP
2. Attachment A

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

THIS AGREEMENT is by and between **City of Fernley** ("Owner") and

Schell Creek Construction Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

The Work generally includes but is not limited to: Rapid setting slurry seal, asphalt pavement patching, crack sealing on local roads, Portland cement concrete improvements, pavement markings, traffic control, and public relations activities.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **In Town Park Project Phase 1**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by **Bowman**.

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **130** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

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

Copyright © 2013 All rights reserved.

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$500** for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

Copyright © 2013 All rights reserved.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

Copyright © 2013 All rights reserved.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 4, inclusive).
4. Other bonds. None
5. General Conditions (pages 1 to 66, inclusive).
6. Supplementary Conditions (pages 1 to 12, inclusive).
7. 2021 Prevailing Wage Rates: Northern Nevada Rural Counties
8. Provisions of Nevada Revised Statute Chapter 338 (00521)
9. City of Fernley Division of Safety Form (00522)
10. Specifications as listed in the table of contents of the Project Manual including Appendix A.
11. Drawings (not attached but incorporated by reference).
12. Addenda (numbers ___ to ___, inclusive).
13. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (00410-1 thru 6, 00440-1 thru 2, and 00450-1 thru 3)
14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

Copyright © 2013 All rights reserved.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Copyright © 2013 All rights reserved.

10.06 *Other Provisions*

A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.

B. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, P.L. 93-112, as amended, the age discrimination Act of 1975 and any relevant program-specific regulations (including those with anti-discrimination requirements), and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity or expression, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). Such agreement shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

Copyright © 2013 All rights reserved.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 6th, 2025 (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
(Authorized Signature)	*(Authorized Signature)*
By: _____	By: _____
(Printed Name)	*(Printed Name)*
Title: Mayor	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: City Clerk	Title: _____
Address for giving notices:	Address for giving notices:
City of Fernley	_____
595 Silver Lace Boulevard	_____
Fernley, NV 89408	_____
	License No.: _____ *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

Copyright © 2013 All rights reserved.

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++

Copyright © 2013 All rights reserved.

BID SCHEDULE
IN TOWN PARK PHASE 1
CITY OF FERNLEY PROJECT NO. PWP-LY-2025-035-PWP
(Use Black Ink to Complete Bid Schedule)

BID ITEM	ESTIMATED QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	Mobilization F _____ dollars _____ cents	1 /LS	$43,051.28
2	7	EA	Tree Removal _____ dollars _____ cents	1 /EA	$24,472.77
3	168	LF	Construct NDOT Landscape Curb _____ dollars _____ cents	168 /LF	$27,955.20
4	112	LF	Construct NDOT Landscape Wall _____ dollars _____ cents	112 /LF	$61,479.04
5	235	LF	Install PCC Deepened Curb _____ dollars _____ cents	235 /LF	$42,664.25
6	~~9176~~	SF	Install PCC Flatwork _____ dollars _____ cents	7221 /SF	$162,400.29
7	207	LF	Install PCC Mow Curb _____ dollars _____ cents	207 /LF	$32,977.17
8	1943	SF	Install Permeable Pavers _____ dollars _____ cents	0 /SF	$0.00
9	1	LS	Install Landscaping _____ dollars _____ cents	0 /LS	$0.00

10	1	EA	Force Account Forty Thousand dollars cents	/EA	—

11. 1 EA Base Prep For Future Permeable Pavers behind Bathrooms

ALT=Alternative CY=Cubic Yard EA=Each HR=Hour LF=Lineal Feet
LS=Lump Sum SF=Square Feet SY=Square Yards * =Contingent Item

BASE BID – TOTAL $ 395,000 **TOTAL (in words)**

Three Hundred Ninety FiveThousand, **Dollars and**

Cents

BIDDER [COMPANY] NAME: Schell Creek Construction, Inc.

AUTHORIZED SIGNATURE: _____

DATE: 2/13/25.

If the Bidder is given written notice of the acceptance of this Bid within thirty (30) calendar days of the time set for opening of Bids, the Bidder agrees to execute a Contract for the work and compensation stated herein. The Contract shall be in the form attached hereto and shall be executed within ten (10) calendar days after the Bidder receives notice of the award.

The undersigned agrees, if awarded the Contract, that the work to be performed shall commence after the executed Contract Documents have been submitted, and within five (5) calendar days of the commencement date set forth in the Notice to Proceed. The work, including any and all alternates and options, shall be completed within one hundred and twenty (120) working days after the commencement date set forth in the Notice to Proceed.

The undersigned is aware of the provisions for liquidated damages as contained in Article 2 of the form of the Contract and agrees that these are the proper measure of liquidated damages which the City of Fernley will sustain per diem by failure of the undersigned to complete at the time stipulated and said sum is not, nor should it be, construed as a penalty.

The undersigned further agrees, if awarded the Contract, to execute and deliver to the City of Fernley, within ten (10) calendar days after award, the Contract and satisfactory Performance and Labor and Material Bonds in accordance with the Solicitation Documents.

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: March 5, 2025

REPORT TO:	Mayor and City Council
REPORT FROM:	**Aaron Mouritsen, City Attorney**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No:	Yes:	No:	

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible Action to appeal the decision of Judge Du regarding litigation with the Bureau of Reclamation (BOR) relating to the Truckee Canal.

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

FGGA Fernley

Bills	Sponsors	Title	Last Action	Latest Version	Position
AB 3	Assembly Committee on Judiciary	Increases the monetary threshold for mandatory nonbinding arbitration in civil actions. (BDR 3-472)	Assembly • Feb 17, 2025: Heard -- Assembly Judiciary Feb 17, 2025 8:00 AM	As Introduced	For Review
AB 43	Assembly Committee on Government Affairs	Revises provisions relating to public works. (BDR 28-465)	Assembly • Feb 4, 2025: Read first time. To committee.	As Introduced	For Review
AB 51	Assembly Committee on Government Affairs	Revises provisions relating to public records. (BDR 19-430)	Senate • Feb 6, 2025: Mentioned No Jurisdiction -- Senate Legislative Operations and Elections Feb 06, 2025 3:15 PM	As Introduced	For Review
AB 61	Assembly Committee on Growth and Infrastructure	Authorizes the Regional Transportation Commission of Washoe County or any local government within Washoe County to establish a demonstration project for a certain toll road. (BDR 43-468) **Bill up for consideration** • Assembly Committee on Growth and Infrastructure - Agenda released Feb 25, 2025 01:30pm Room 3143 of the Legislative Building, 401 South Carson Street, Carson City, NV., Videoconferenced to Room 3 of the Nevada Legislature Hearing Rooms, 7120 Amigo Street, Las Vegas, NV.; 1:30 PM Agenda	Assembly • Feb 4, 2025: Read first time. To committee.	As Introduced	For Review
AB 64	Assembly Committee on Government Affairs	Revises provisions relating to public meetings. (BDR 19-445) **Bill up for consideration** • Assembly Committee on Government Affairs - Agenda released Feb 26, 2025 08:00am Room 4100 of the Legislative Building, 401 South Carson Street, Carson City, NV., Videoconferenced to Room 1 of the Nevada Legislature Hearing Rooms, 7120 Amigo Street, Las Vegas, NV.; 8:00 AM Agenda	Assembly • Feb 4, 2025: Read first time. To committee.	As Introduced	For Review

Bills	Sponsors	Title	Last Action	Latest Version	Position
AB 66	Assembly Committee on Judiciary	Revises provisions relating to district courts. (BDR 1-473)	Assembly • Feb 12, 2025: Notice of eligibility for exemption.	As Introduced	Eligible for Exemption For Review
AB 84	Gregory Koenig	Revises provisions relating to county roads. (BDR 35-152) **Bill up for consideration** • Assembly Committee on Growth and Infrastructure - Agenda released Feb 25, 2025 01:30pm Room 3143 of the Legislative Building, 401 South Carson Street, Carson City, NV., Videoconferenced to Room 3 of the Nevada Legislature Hearing Rooms, 7120 Amigo Street, Las Vegas, NV.; 1:30 PM Agenda	Assembly • Feb 4, 2025: Read first time. To committee.	As Introduced	For Review
AB 93	Brian Hibbetts Thaddeus Yurek Reuben D'Silva	Revises provisions relating to public employees. (BDR 53-160)	Assembly • Feb 16, 2025: Notice of eligibility for exemption.	As Introduced	Eligible for Exemption For Review
AB 94	Philip PK O'Neill	Revises provisions relating to public works. (BDR 28-193)	Assembly • Feb 4, 2025: Read first time. To committee.	As Introduced	For Review
AB 96	Assembly Committee on Government Affairs	Revises provisions relating to master plans. (BDR 22-397)	Assembly • Feb 18, 2025: Heard -- Assembly Government Affairs Feb 18, 2025 8:00 AM	As Introduced	For Review
AB 108	Sandra Jauregui Steve Yeager	Makes an appropriation to the Outdoor Education and Recreation Grant Program Account. (BDR S-875)	Assembly • Feb 5, 2025: Notice of exemption.	As Introduced	Eligible for Exemption For Review
AB 109	Selena La Rue Hatch	Revises provisions relating to water. (BDR 48-212)	Assembly • Feb 9, 2025: Notice of eligibility for exemption.	As Introduced	Eligible for Exemption For Review
AB 115	Venise Karris	Authorizes certain state buildings to be used for certain purposes. (BDR 27-864) **Bill up for consideration** • Assembly Committee on Government Affairs - Agenda released Feb 25, 2025 08:00am Room 4100 of the Legislative Building, 401 South Carson Street, Carson City, NV., Videoconferenced to Room 1 of the Nevada Legislature Hearing Rooms, 7120 Amigo Street, Las Vegas, NV.; 8:00 AM Agenda	Assembly • Feb 12, 2025: Notice of eligibility for exemption.	As Introduced	Eligible for Exemption For Review
SB 3	Senate Committee on Government Affairs	Revises provisions relating to public contracts. (BDR 27-431)	Senate • Feb 3, 2025: Read first time. To committee.	As Introduced	For Review

Bills	Sponsors	Title	Last Action	Latest Version	Position
SB 17	Senate Committee on Judiciary	Revises provisions relating to specialty courts. (BDR 14-474) **Bill up for consideration** • Senate Committee on Judiciary - Agenda released Feb 25, 2025 01:00pm Room 1214 of the Legislative Building, 401 South Carson Street, Carson City, NV., Videoconferenced to Room 6 of the Nevada Legislature Hearing Rooms, 7120 Amigo Street, Las Vegas, NV.; 1:00 PM Agenda	Senate • Feb 3, 2025: Read first time. To committee.	As Introduced	For Review
SB 20	Senate Committee on Judiciary	Revises provisions relating to criminal procedure. (BDR 14-476) **Bill up for consideration** • Senate Committee on Judiciary - Agenda released Feb 25, 2025 01:00pm Room 1214 of the Legislative Building, 401 South Carson Street, Carson City, NV., Videoconferenced to Room 6 of the Nevada Legislature Hearing Rooms, 7120 Amigo Street, Las Vegas, NV.; 1:00 PM Agenda	Senate • Feb 3, 2025: Read first time. To committee.	As Introduced	For Review
SB 48	Senate Committee on Government Affairs	Revises provisions relating to planning and zoning. (BDR 22-413)	Senate • Feb 10, 2025: Mentioned Not Agendized -- Senate Government Affairs Feb 10, 2025 3:30 PM	As Introduced	For Review
SB 61	Senate Committee on Government Affairs	Revises provisions relating to the powers and duties of certain cities relating to the annexation and detachment of territory. (BDR 21-467)	Senate • Feb 3, 2025: Read first time. To committee.	As Introduced	For Review
SB 70	Senate Committee on Finance	Makes an appropriation to the City of Fernley for continued construction and development at the Fernley Community Response and Resource Center. (BDR S-127)	Assembly • Feb 21, 2025: Mentioned no jurisdiction -- Assembly Government Affairs Feb 21, 2025 8:00 AM	As Introduced	For Review
SB 73	Senate Committee on Legislative Operations and Elections	Revises provisions relating to elections. (BDR 24-455)	Senate • Feb 3, 2025: Read first time. To committee.	As Introduced	For Review
SB 74	Senate Committee on Legislative Operations and Elections	Revises provisions relating to elections. (BDR 24-482)	Senate • Feb 3, 2025: Read first time. To committee.	As Introduced	For Review
SB 78	Senate Committee on Revenue and Economic Development	Revises provisions relating to boards, commissions, councils and similar bodies. (BDR 18-301)	Assembly • Feb 19, 2025: Mentioned no jurisdiction -- Assembly Government Affairs Feb 19, 2025 8:00 AM	As Introduced	For Review
SB 99	Senate Committee on Government Affairs	Authorizes, under certain circumstances, certain governing bodies of a city or county to impose linkage fees on certain developers. (BDR 22-373)	Senate • Feb 19, 2025: Heard, No Action -- Senate Government Affairs Feb 19, 2025 3:30 PM	As Introduced	For Review

23 bills

CITY OF FERNLEY

City Council
AGENDA REPORT

Meeting Date: March 5, 2025

REPORT TO:	Mayor and City Council
REPORT FROM:	**Robert Carson, Finance Director**

FINANCIAL IMPACT:		**CURRENTLY BUDGETED:**		**FUND/ACCOUNT:**
Yes:	No:	Yes:X	No:	100-415-328

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and Possible Action to designate Hinton Burdick CPAs & Advisors as the Independent Audit Firm to perform the City's Annual Financial Audit for the Fiscal Year ending June 30, 2025.

AGENDA ITEM BRIEF:

Per NRS 354.624, the governing body of each local government must designate an auditor on an annual basis and shall provide for an annual audit of its financial statements.

The auditor must be designated no later than three months before the close of the fiscal year for which the audit applies. For the City, that is March 30, 2025.

RECOMMENDED MOTION:

"I move to designate Hinton Burdick CPAs & Advisors as the independent audit firm to perform the City's annual financial audit for the fiscal year ending June 30, 2025"

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:

To not designate this audit firm.

BACKGROUND:

Per NRS 354.624, each local government shall provide for an annual financial audit. Each year an external auditor must be designated by City Council no later than three months before the close of the fiscal year for which the audit applies and the designation must be provided to the Nevada Department of Taxation. Staff recommends that City Council designate Hinton Burdick CPAs & Advisors as the City's independent audit firm for fiscal year 2025.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 354.624

FINANCIAL IMPLICATIONS:

This item is budgeted for on an annual basis. The cost for audit services for fiscal year 2025 shall be $61,285. The cost for single audit services shall be $3,500 for up to two major programs and $1,800 for each additional major program.

ATTACHMENTS:
None