



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, April 16, 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. Discussion and possible action to approve a change order with Stantec to expand the design for Highway 50 Water Main Loop to Wedge Lane. The change order is not to exceed the amount of \$58,365.00.**
- 2.5. Discussion and Possible action to approve a contract with JUB Engineering at the Water Treatment Plant to determine the source and mitigation of the water hammer in the amount of \$43,387.00**
- 2.6. (Possible Action) to approve the liquor license for All Points Grill.**

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. Presentation by the Fernley City Attorney regarding Public Records and Personnel Records**

6. STAFF REPORTS

- 6.1. (For Possible Action) Consideration and possible action on an Appeal (APP25001), submitted by Jim Cutler on behalf of King Construction, appealing the Planning Commission's approval of Tentative Parcel Map (TPM24002), the division of one existing ± 5-acre parcel into two (2) smaller parcels located at 2040 Farm District Road (APN 021-331-05) within an SF20 (Single-Family: 20,000 square feet lot minimum) zoning district. The appeal request is to remove Conditions of Approval 8 through 11 dealing with street improvements.**
- 6.2. Discussion and possible action to approve a Memorandum of Understanding (MOU) between the Bureau of Land Management (BLM) Sierra Front Field Office and the City of Fernley for the purposes of land conveyance for Fernley Land Conveyance Phase 2 under the National Defense Authorization Act.**
- 6.3. (For Possible Action) Discussion and Possible Action to approve the agreement for the installation of public art at City Locatons during the Murals, Music & Margaritas Festival.**

7. RESOLUTIONS

7.1. Discussion and possible action to approve an Animal Services Department microchip program and fee implementation, and creation of a pet food pantry program for animal owners experiencing financial hardship or homelessness.

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

8. PUBLIC HEARINGS

8.1. (For possible action) Discussion and possible action regarding Resolution #25-004 associated with a Master Plan Amendment application (MPA25002) submitted by the City of Fernley to adopt the Southwest Fernley Area Plan document for approximately 11,800 acres generally located south of the Truckee Canal and west of Highway 50/95 Alternate.

9. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

9.1. Discussion and Possible Action requesting a future agenda item to conduct a City-wide Efficiency Study. Councilman Mendoza.

9.2. Discussion and possible action requesting a future agenda item to have City Staff work with Waste Management on a survey to find out what our citizens would like to see, and bring forward one of the 4 options presented by Waste Management with any additional information requested by Council. Councilman Torres.

10. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

11. PUBLIC FORUM

12. ADJOURNMENT

Next Meeting: May 7th @ 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
A & K EARTH MOVERS, INC.									
304	A & K EARTH MOVERS, INC.	PAY REQUEST #3	Shadow Lane Reconstruction-Sewer Rehab	01/31/2025	211,315.00	04/07/2025	520-166100	Construction In Progress	125
304	A & K EARTH MOVERS, INC.	PAY REQUEST #3	Shadow Lane Reconstruction-Design	01/31/2025	205,374.65	04/07/2025	100-475-745	RTC Reimbursable	125
304	A & K EARTH MOVERS, INC.	PAY REQUEST #3	Shadow Lane Reconstruction-Water Line Replacement	01/31/2025	48,000.00	04/07/2025	510-166100	Construction In Progress	125
Total 304:					464,689.65				
ADAPCO, INC									
1751	ADAPCO, INC	SI301000399	Larvicide	03/26/2025	8,105.27	04/07/2025	100-528-617	Chemical Supplies	325
Total 1751:					8,105.27				
AIT ADVANCED INTERPRETING & TRANSLATION									
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202503B-FMC-	Spanish - 25TR00097 and 25TR00001	03/18/2025	320.00	04/07/2025	100-425-330	Prof Serv-Interpreter	325
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202503B-FMC-3/18/25	Spanish 23TR00429	03/11/2025	160.00	04/07/2025	100-425-330	Prof Serv-Interpreter	325
Total 8498:					480.00				
AQUA BACKFLOW, INC									
8934	AQUA BACKFLOW, INC	2025-0108	Cross Connection Control Program Management Services	04/03/2025	380.00		510-810-320	Prof Serv-Engineering	425
Total 8934:					380.00				
ARAMARK (VESTIS)									
1895	ARAMARK (VESTIS)	5980280977	SHIRT CONTRACT	03/25/2025	88.95	04/07/2025	100-480-420	Outside Services	325
1895	ARAMARK (VESTIS)	5980280978	Clothing/mats	03/25/2025	83.77	04/07/2025	100-475-420	Outside Services	325
1895	ARAMARK (VESTIS)	5980280979	pants service	03/25/2025	36.33	04/07/2025	510-810-420	Outside Services	325
1895	ARAMARK (VESTIS)	5980282653	PS rags and rugs	04/01/2025	124.12	04/07/2025	510-840-420	Outside Services	425
1895	ARAMARK (VESTIS)	5980282661	shop mat service	04/01/2025	88.95	04/07/2025	100-475-420	Outside Services	425
1895	ARAMARK (VESTIS)	5980282662	shop mat service	04/01/2025	85.56	04/07/2025	100-475-420	Outside Services	425
1895	ARAMARK (VESTIS)	5980282663	clothing/floor mats	04/01/2025	83.77	04/07/2025	100-475-420	Outside Services	425
1895	ARAMARK (VESTIS)	5980282664	pants service	04/01/2025	36.33		510-810-420	Outside Services	425
1895	ARAMARK (VESTIS)	5980282666	Floor Mats	04/01/2025	199.26	04/07/2025	100-417-420	Outside Services	425
Total 1895:					827.04				
AT&T									
13	AT&T	98670 MAR 25	775-786-2229 867 0	03/20/2025	1,497.74	04/11/2025	100-417-530	Communications	325

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 13:					1,497.74			
AUTOZONE STORES LLC								
4473	AUTOZONE STORES LLC	3742289235	oil for fleet	04/02/2025	119.98	04/07/2025	100-480-610 Automotive Supplies	425
Total 4473:					119.98			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	21634/5	Brake Clean, Fuel Mix, Water, Paint	03/25/2025	51.53	04/07/2025	100-575-600 General Supplies	325
20	BIG R OF FERNLEY	21636/5	PVC Fitting	03/25/2025	8.61	04/07/2025	100-575-600 General Supplies	325
20	BIG R OF FERNLEY	21639/5	PVC Fitting	03/25/2025	8.82	04/07/2025	100-575-600 General Supplies	325
20	BIG R OF FERNLEY	21645/5	Hose Fitting	03/26/2025	21.98	04/07/2025	100-575-600 General Supplies	325
20	BIG R OF FERNLEY	21648/5	Binders, hardware	03/26/2025	433.66	04/07/2025	100-475-600 General Supplies	325
20	BIG R OF FERNLEY	21651/5	Level	03/27/2025	14.99	04/07/2025	100-575-600 General Supplies	325
20	BIG R OF FERNLEY	21656/5	tool	03/28/2025	21.99	04/07/2025	100-475-600 General Supplies	325
20	BIG R OF FERNLEY	21661/5	Hardware/caulking	03/28/2025	18.76	04/07/2025	100-575-600 General Supplies	325
20	BIG R OF FERNLEY	21669/5	Hardware	03/31/2025	74.69	04/07/2025	100-417-600 General Supplies	325
20	BIG R OF FERNLEY	21678/5	PVC Fittings	04/01/2025	49.95	04/07/2025	100-575-600 General Supplies	425
20	BIG R OF FERNLEY	21680/5	Fuel Mix/ Bucket	04/01/2025	53.95	04/07/2025	100-575-600 General Supplies	425
20	BIG R OF FERNLEY	21685/5	METER TECH SUPPLIES	04/02/2025	57.99		510-810-614 Shop Supplies	425
20	BIG R OF FERNLEY	21696/5	parts for streets	04/03/2025	26.34	04/07/2025	100-475-600 General Supplies	425
20	BIG R OF FERNLEY	21698/5	Seeds/Flashlight	04/04/2025	71.85	04/07/2025	100-575-600 General Supplies	425
20	BIG R OF FERNLEY	21701/5	Battery/Grommet	04/04/2025	21.98	04/07/2025	100-575-600 General Supplies	425
20	BIG R OF FERNLEY	21719/5	PVC couplings and glue.	04/07/2025	239.93	04/07/2025	100-575-600 General Supplies	425
20	BIG R OF FERNLEY	21726/5	Survey Stakes	04/08/2025	14.99		100-575-600 General Supplies	425
Total 20:					1,192.01			
BLUE BEACON INC								
200	BLUE BEACON INC	4785272	VacCon truck washed	03/31/2025	101.50	04/07/2025	520-810-420 Outside Services	325
Total 200:					101.50			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	31325-1	City Badges for outside events - Training	03/25/2025	285.56	04/07/2025	100-413-600 General Supplies	325
6970	BOB'S PRINTING AND SIGNAGE	32025-2	Engraved Name Plate	03/25/2025	21.40	04/07/2025	100-416-550 Printing and Postage	325
Total 6970:					306.96			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	9914482	Paper Towels	03/28/2025	120.70	04/07/2025	100-417-612 Building Maint Supplies	325

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8837:					120.70			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AD4CE4U	Computer for additional storage IT dept	03/25/2025	1,704.39	04/07/2025	100-418-605 Minor Equipment	325
27	CDW GOVERNMENT INC.	AD4D61M	Scanners for paperless transition	03/25/2025	1,520.96	04/07/2025	200-425-699 Miscellaneous	325
27	CDW GOVERNMENT INC.	AD4TM7C	SCADA computer battery back-up	03/27/2025	518.65	04/07/2025	520-810-601 Office Supplies	325
Total 27:					3,744.00			
CERTIFIED LABORATORIES								
333	CERTIFIED LABORATORIES	9102537	fleet supplies	04/02/2025	409.95	04/07/2025	100-480-610 Automotive Supplies	425
Total 333:					409.95			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	156824401032125	24401 3/28-04/27/25 355 Cottonwood	03/21/2025	129.98	04/07/2025	100-417-530 Communications	325
Total 4479:					129.98			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	3/2025	FINANCE-CREDIT CARD PROCESSING FEES 6291057	03/31/2025	830.73	03/31/2025	100-415-609 Credit Card Fees	325
8637	CHASE PAYMENTECH MERCHANT SERVICES	3/2025	WATER-CREDIT CARD PROCESSING FEES 6181757	03/31/2025	3,240.66	03/31/2025	510-810-609 Credit Card Fees	325
8637	CHASE PAYMENTECH MERCHANT SERVICES	3/2025	FINANCE-CREDIT CARD PROCESSING FEES 6291058	03/31/2025	88.74	03/31/2025	100-415-609 Credit Card Fees	325
8637	CHASE PAYMENTECH MERCHANT SERVICES	3/2025	SEWER-CREDIT CARD PROCESSING FEES 6181757	03/31/2025	3,240.65	03/31/2025	520-810-609 Credit Card Fees	325
Total 8637:					7,400.78			
CITY OF FERNLEY								
32	CITY OF FERNLEY	30.7838.17 APR 25	NEW TREATED WATER RESERVOIR WTP	04/01/2025	130.26	04/07/2025	510-166100 Construction In Progress	425
Total 32:					130.26			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	17086	Inspections for WTP Tank	12/31/2024	5,860.00	04/07/2025	510-166100 Construction In Progress	1224
5587	CONSTRUCTION MATERIALS ENGINEERS	17291	Inspections for WTP Tank	02/07/2025	7,072.50	04/07/2025	510-166100 Construction In Progress	225
5587	CONSTRUCTION MATERIALS ENGINEERS	17507	Inspection for WTP Tank	03/07/2025	4,042.50	04/07/2025	510-166100 Construction In Progress	325
Total 5587:					16,975.00			
CONSTRUCTION SEALANTS AND SUPPLY								
6839	CONSTRUCTION SEALANTS AND SUPPLY	r174315	Crack Seal	04/01/2025	1,620.00	04/07/2025	100-475-600 General Supplies	425

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6839:					1,620.00			
CORE CONSTRUCTION SERVICES OF NEVADA, INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA, IN	Pay App #14	CRRC Construction	03/31/2025	1,232,833.05		220-480-810 ARPA	325
Total 8916:					1,232,833.05			
CSG FORTE PAYMENTS, INC								
8996	CSG FORTE PAYMENTS, INC	0013413442	FORTE CC MONTHLY STMT AND PROCESS FEES	03/31/2025	11.14	04/10/2025	100-475-420 Outside Services	325
8996	CSG FORTE PAYMENTS, INC	0013413442	FORTE CC MONTHLY STMT AND PROCESS FEES	03/31/2025	11.14	04/10/2025	100-417-420 Outside Services	325
8996	CSG FORTE PAYMENTS, INC	0013413489	FORTE CC MONTHLY STMT AND PROCESS FEES	03/31/2025	5.00	04/10/2025	100-605-420 Outside Services	325
8996	CSG FORTE PAYMENTS, INC	0013413584	FORTE CC MONTHLY STMT AND PROCESS FEES	03/31/2025	37.52	04/10/2025	100-475-420 Outside Services	325
8996	CSG FORTE PAYMENTS, INC	0013413584	FORTE CC MONTHLY STMT AND PROCESS FEES	03/31/2025	37.53	04/10/2025	100-417-420 Outside Services	325
8996	CSG FORTE PAYMENTS, INC	0013413728	FORTE CC MONTHLY STMT AND PROCESS FEES	03/31/2025	5.00	04/10/2025	100-605-420 Outside Services	325
Total 8996:					107.33			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	32825	PER DIEM UBER/TRAIN, M. RAMBO DENVER CO, 3/28/25-	03/28/2025	65.88	04/07/2025	100-610-582 Travel	325
8639	EMPLOYEES, CITY OF FERNLEY	32825	PER DIEM MEALS, M. RAMBO DENVER CO, 3/28/25-4/1/25	03/28/2025	304.00	04/07/2025	100-610-582 Travel	325
8639	EMPLOYEES, CITY OF FERNLEY	4725	REIMB FOR NDEP T-4 PSI TEST PROCTORING	04/07/2025	69.00	04/07/2025	510-840-642 Licenses and Permits	425
8639	EMPLOYEES, CITY OF FERNLEY	4725	REIMB FOR NDEP T-4 EXAM	04/07/2025	112.75	04/07/2025	510-840-642 Licenses and Permits	425
8639	EMPLOYEES, CITY OF FERNLEY	CMO20250401	POOL PACT ERM-LOVELOCK NV 4/1/25 CM	04/01/2025	82.60	04/07/2025	100-413-582 Travel	425
Total 8639:					634.23			
EVERON, LLC								
8979	EVERON, LLC	158397348	PS security system service plan	03/30/2025	946.08	04/07/2025	510-840-420 Outside Services	325
Total 8979:					946.08			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-WD	03/15/2025	1,271.16	03/27/2025	510-810-626 Gasoline	325
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-FLEET	03/15/2025	205.74	03/27/2025	100-480-626 Gasoline	325
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-FACILITIES	03/15/2025	397.76	03/27/2025	100-417-626 Gasoline	325
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-PARKS	03/15/2025	471.66	03/27/2025	100-575-626 Gasoline	325
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-WW	03/15/2025	1,252.64	03/27/2025	520-810-626 Gasoline	325
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-ANIMAL CONTROL	03/15/2025	231.88	03/27/2025	100-525-626 Gasoline	325
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-WTP	03/15/2025	59.11	03/27/2025	510-840-626 Gasoline	325
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-COURT	03/15/2025	56.34	03/27/2025	100-425-626 Gasoline	325
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-ENG	03/15/2025	50.12	03/27/2025	100-529-626 Gasoline	325
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-VECTOR	03/15/2025	34.95	03/27/2025	100-528-626 Gasoline	325
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-STREETS	03/15/2025	1,642.97	03/27/2025	100-475-626 Gasoline	325

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-4190131	GASOLINE-BUILDING	03/15/2025	222.52	03/27/2025	100-605-626 Gasoline	325
Total 18:					5,896.85			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0536	Lobbyist Contract April 25	04/01/2025	5,800.00	04/07/2025	100-413-322 Prof Serv-Other	425
Total 8869:					5,800.00			
GOLDSTAR PRODUCTS INC								
6125	GOLDSTAR PRODUCTS INC	81711-IN	Graffiti Remover	03/20/2025	701.18	04/07/2025	100-575-600 General Supplies	325
6125	GOLDSTAR PRODUCTS INC	81711-IN	Graffiti Remover	03/20/2025	701.19	04/07/2025	100-475-600 General Supplies	325
Total 6125:					1,402.37			
GRAINGER								
252	GRAINGER	9448967985	PS pipe plug	03/24/2025	45.90	04/07/2025	510-840-614 Shop Supplies	325
252	GRAINGER	9455511916	asphalt saw blades	03/28/2025	654.74	04/07/2025	510-810-614 Shop Supplies	325
Total 252:					700.64			
GRANICUS LLC								
9043	GRANICUS LLC	199145	Bluebeam connector	03/27/2025	1,811.25	04/07/2025	100-605-399 Prof & Tech Fees-Misc	325
Total 9043:					1,811.25			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2919303	Cold Mix Asphalt	04/01/2025	468.60		100-475-600 General Supplies	425
64	GRANITE CONSTRUCTION CO	2919304	Cold Mix Asphalt	04/03/2025	491.40		100-475-600 General Supplies	425
Total 64:					960.00			
GREEN SCENE LANDSCAPING								
8658	GREEN SCENE LANDSCAPING	2719	Rolling Meadows fence replacment	04/02/2025	4,250.00	04/07/2025	520-810-430 Outside Serv-Repair & Maint	425
Total 8658:					4,250.00			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111893	Misc. Service Labor	03/21/2025	145.00	04/07/2025	100-605-420 Outside Services	325
70	HANNEMAN SERVICE	14296	Nissan Titan XD White, No Plates 975 Cold Water	03/19/2025	55.00	04/07/2025	100-605-420 Outside Services	325
Total 70:					200.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
IBEW Local 1245								
83	IBEW Local 1245	APR 2025-1	UNION DUES, ONE HALF OF MONTH	04/04/2025	1,409.72	04/04/2025	100-219900 OTHER PAYROLL PAYABLES	425
Total 83:					1,409.72			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	APR 2025-1	FICA TAX PAYABLE, PAYROLL	04/04/2025	280.34	04/04/2025	100-211000 FICA PAYABLE	425
7879	INTERNAL REVENUE SERVICE	APR 2025-1	W/HOLD TAX PAYABLE, PAYROLL	04/04/2025	25,892.22	04/04/2025	100-212000 FEDERAL WITHHOLDING PAYAB	425
7879	INTERNAL REVENUE SERVICE	APR 2025-1	MED TAX PAYABLE, PAYROLL	04/04/2025	7,188.24	04/04/2025	100-211000 FICA PAYABLE	425
Total 7879:					33,360.80			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1002045466	21 IEBC Code Book	03/21/2025	99.50	04/07/2025	100-605-640 Books and Periodicals	325
617	INTERNATIONAL CODE COUNCIL	1002045467	21 IECC Code Book	03/21/2025	71.50	04/07/2025	100-605-640 Books and Periodicals	325
617	INTERNATIONAL CODE COUNCIL	1002049028	2024 IRC Significant Changes Code Book	03/27/2025	68.50	04/07/2025	100-605-640 Books and Periodicals	325
617	INTERNATIONAL CODE COUNCIL	1002052911	Code Book	04/03/2025	68.50	04/07/2025	100-605-640 Books and Periodicals	425
Total 617:					308.00			
INTERWEST CONSULTING GROUP, INC								
9035	INTERWEST CONSULTING GROUP, INC	1255095	Outside Planning Services	02/19/2025	760.00	04/07/2025	100-610-322 Prof Serv-Other	225
9035	INTERWEST CONSULTING GROUP, INC	1256040	Outside Planning Services	02/19/2025	3,510.00	04/07/2025	100-610-322 Prof Serv-Other	225
9035	INTERWEST CONSULTING GROUP, INC	1289022	Outside Planning Services	02/19/2025	3,055.00	04/07/2025	100-610-322 Prof Serv-Other	225
9035	INTERWEST CONSULTING GROUP, INC	1314034	Outside Planning Services	02/19/2025	877.50	04/07/2025	100-610-322 Prof Serv-Other	225
Total 9035:					8,202.50			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	24661665	PS Chem bldg foam system inspection	04/02/2025	600.00	04/07/2025	510-840-420 Outside Services	425
8667	JOHNSON CONTROLS FIRE PROTECTION LP	24665060	Gas Fire protection system inspection/test	04/03/2025	600.00	04/07/2025	100-417-430 Outside Serv-Repair & Maint	425
8667	JOHNSON CONTROLS FIRE PROTECTION LP	52848534	Gas Fire system repair	04/03/2025	1,090.61	04/07/2025	100-417-430 Outside Serv-Repair & Maint	425
Total 8667:					2,290.61			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	41060	Monthly Maintenance Elevator	04/01/2025	216.80	04/07/2025	100-417-430 Outside Serv-Repair & Maint	425
Total 8751:					216.80			
LICKETY SPLIT EXPRESS WASH, LLC								
9051	LICKETY SPLIT EXPRESS WASH, LLC	HouseAcct. Court	Dan Car Wash	03/04/2025	11.00	04/07/2025	100-425-322 Prof Serv-Other	325

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9051:					11.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	70139	Kordell Sloan (electrician) tools	04/09/2025	287.06		520-810-614 Shop Supplies	425
7650	LOWES CREDIT SERVICES	74750	Concrete Sealant/gloves	03/28/2025	86.77	04/07/2025	100-475-600 General Supplies	325
7650	LOWES CREDIT SERVICES	74807	Backer Rod	03/28/2025	3.97	04/07/2025	100-528-600 General Supplies	325
7650	LOWES CREDIT SERVICES	97608	Misc. Supplies	03/24/2025	121.76	04/07/2025	100-417-600 General Supplies	325
Total 7650:					499.56			
LYON COUNTY								
1126	LYON COUNTY	APR 2025	PUBLIC DEFENDER - APR 2025	04/01/2025	10,000.00	04/07/2025	100-413-322 Prof Serv-Other	425
Total 1126:					10,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	3/25	Road Tax (RCT) payable to Lyon County	03/31/2025	60,814.20	04/07/2025	100-227010 Road RCT Payable to County	325
106	LYON COUNTY CLERK/TREASURER	Mar2025	1% Admin fee (kept by city)	03/31/2025	864.00-	04/07/2025	100-330-450 Administration Fees	325
106	LYON COUNTY CLERK/TREASURER	Mar2025	School Tax (RCT) payable to Lyon County	03/31/2025	86,400.00	04/07/2025	100-227015 School RCT Payble to County	325
106	LYON COUNTY CLERK/TREASURER	TLT Mar 25	Transient Lodging Tax	03/31/2025	1,894.97	04/07/2025	225-227010 TLT Payable to County	325
Total 106:					148,245.17			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I23935	Portable Restroom Maintenance	04/01/2025	118.33	04/07/2025	100-417-430 Outside Serv-Repair & Maint	425
8509	MARSHALL'S SEPTIC CARE	I23936	Portable Restroom Maintenance	04/01/2025	118.33	04/07/2025	100-575-430 Outside Serv-Repair & Maint	425
8509	MARSHALL'S SEPTIC CARE	I23937	Portable Restroom Maintenance	04/01/2025	220.66	04/07/2025	100-575-430 Outside Serv-Repair & Maint	425
8509	MARSHALL'S SEPTIC CARE	I23938	Portable Restroom Maintenance	04/01/2025	220.66	04/07/2025	100-575-430 Outside Serv-Repair & Maint	425
8509	MARSHALL'S SEPTIC CARE	I23939	Portable Restroom Maintenance	04/01/2025	551.65	04/07/2025	100-575-430 Outside Serv-Repair & Maint	425
8509	MARSHALL'S SEPTIC CARE	I23940	Portable Restroom Maintenance	04/01/2025	128.33	04/07/2025	100-575-430 Outside Serv-Repair & Maint	425
8509	MARSHALL'S SEPTIC CARE	I23941	Portable Restroom Maintenance	04/01/2025	128.33	04/07/2025	100-575-430 Outside Serv-Repair & Maint	425
Total 8509:					1,486.29			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	APR 2025	MUNICIPAL COURT JUDGE	04/30/2025	3,750.00	04/07/2025	100-425-322 Prof Serv-Other	425
Total 8042:					3,750.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	7-APR-25	PLOT F.16 MARKER DEPOSIT REFUND	04/07/2025	250.00	04/07/2025	100-223200 Deferred Revenue - Cem. Plots	425
1111	MISCELLANEOUS ONE TIME VENDOR	7-APR-25	PLOT F.16 GRAVE OPEN/CLOSE DEPOSIT REFUND	04/07/2025	350.00	04/07/2025	100-223200 Deferred Revenue - Cem. Plots	425

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 1111:					600.00			
MME - MUNICIPAL MAINTENANCE EQUIP								
6635	MME - MUNICIPAL MAINTENANCE EQUIP	34376	PART FOR W/D VAC-CON	03/26/2025	490.46	04/07/2025	100-480-610 Automotive Supplies	325
6635	MME - MUNICIPAL MAINTENANCE EQUIP	34500	replacement reel for w/d vac-con	03/28/2025	1,686.79		100-480-610 Automotive Supplies	325
Total 6635:					2,177.25			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	AC032625	Fremont Cat 3.26.25	03/26/2025	151.00	04/07/2025	100-525-322 Prof Serv-Other	325
Total 6660:					151.00			
MOSS & SONS LANDSCAPING & CONCRETE LLC								
8948	MOSS & SONS LANDSCAPING & CONCRETE LLC	1943	Sidewalk Pour, OTP Soccer Field	03/25/2025	15,375.00	04/07/2025	100-575-420 Outside Services	325
8948	MOSS & SONS LANDSCAPING & CONCRETE LLC	1947	Concrete Rows at Cemetery	03/31/2025	17,590.00	04/07/2025	100-576-430 Outside Serv-Repair & Maint	325
Total 8948:					32,965.00			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	6097422	Quarterly Maintenance/Monitoring	04/01/2025	163.50	04/07/2025	100-417-430 Outside Serv-Repair & Maint	425
8814	MOUNTAIN ALARM	6097422	Quarterly Maintenance/Monitoring	04/01/2025	271.41	04/07/2025	100-575-430 Outside Serv-Repair & Maint	425
Total 8814:					434.91			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	427086	TRAILER HUB COVERS FOR STREET	03/26/2025	56.18	04/07/2025	100-480-610 Automotive Supplies	325
58	NAPA AUTO & TRUCK PARTS	427088	CREDIT MEMO	03/26/2025	52.56-	04/07/2025	100-480-610 Automotive Supplies	325
58	NAPA AUTO & TRUCK PARTS	427090	Oil	03/26/2025	19.96	04/07/2025	100-528-600 General Supplies	325
58	NAPA AUTO & TRUCK PARTS	427151	Trailer bearing cap	03/27/2025	46.89	04/07/2025	100-480-610 Automotive Supplies	325
58	NAPA AUTO & TRUCK PARTS	427152	incorrect cap bearings	03/27/2025	56.18-	04/07/2025	100-480-610 Automotive Supplies	325
58	NAPA AUTO & TRUCK PARTS	427349	BATTERY POST CLAMP	03/31/2025	6.99	04/07/2025	100-480-610 Automotive Supplies	325
58	NAPA AUTO & TRUCK PARTS	427390	ROADSIDE TRI ANGLES FOR FLEET	04/01/2025	59.98	04/07/2025	100-480-610 Automotive Supplies	425
58	NAPA AUTO & TRUCK PARTS	427514	Anti freeze	04/03/2025	29.94	04/07/2025	100-528-600 General Supplies	425
Total 58:					111.20			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Mar 25	Transient Lodging Tax	03/31/2025	1,136.98	04/07/2025	225-227015 TLT Payable to State	325
Total 6378:					1,136.98			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
NEVADA DIVISION OF WATER RESOURCES									
218	NEVADA DIVISION OF WATER RESOURCES	04-2025-NV	TROA INVOICE 10/1/24-9/30/25	04/02/2025	74,092.64	04/09/2025	510-810-698	Water Rights Protection	425
Total 218:					74,092.64				
NV ENERGY									
167	NV ENERGY	13818 MAR 25	34596405113818 ACH	03/28/2025	39.92	04/15/2025	100-475-622	Electricity	325
167	NV ENERGY	13924 MAR 25	48768108113924 ACH	03/28/2025	37.54	04/15/2025	100-475-622	Electricity	325
167	NV ENERGY	26445 MAR 25	34596505226445 ACH	03/27/2025	5,558.53	04/14/2025	510-840-622	Electricity	325
167	NV ENERGY	28458 MAR 25	34596505228458 ACH	03/27/2025	11,270.11	04/14/2025	510-840-622	Electricity	325
167	NV ENERGY	30672 MAR 25	213677908230672 ACH	03/28/2025	44.90	04/15/2025	100-575-622	Electricity	325
167	NV ENERGY	71493 MAR 25	271223607571493 ACH	03/28/2025	44.49	04/15/2025	100-475-622	Electricity	325
167	NV ENERGY	97731 MAR 25	213677908197731 ACH	03/28/2025	45.79	04/15/2025	100-575-622	Electricity	325
Total 167:					17,041.28				
OFFICE DEPOT									
133	OFFICE DEPOT	413751711001	Stackable Trays	03/19/2025	64.11	04/07/2025	100-425-600	General Supplies	325
133	OFFICE DEPOT	415165312001	office chair Lina Farmer	03/21/2025	69.58	04/07/2025	520-810-601	Office Supplies	325
133	OFFICE DEPOT	415165312001	office chair Lina Farmer	03/21/2025	34.78	04/07/2025	510-810-601	Office Supplies	325
133	OFFICE DEPOT	415165312001	office chair Lina Farmer	03/21/2025	34.78	04/07/2025	510-840-601	Office Supplies	325
133	OFFICE DEPOT	415172490001	Office Supplies- Desk pad, staples, stapler, mouse	03/21/2025	24.31	04/07/2025	510-840-601	Office Supplies	325
133	OFFICE DEPOT	415172490001	Office Supplies- Desk pad, staples, stapler, mouse	03/21/2025	24.31	04/07/2025	510-810-601	Office Supplies	325
133	OFFICE DEPOT	415172490001	Office Supplies- Desk pad, staples, stapler, mouse	03/21/2025	48.65	04/07/2025	520-810-601	Office Supplies	325
133	OFFICE DEPOT	415172495001	Office Supplies- Monitor Stand	03/21/2025	28.70	04/07/2025	520-810-601	Office Supplies	325
133	OFFICE DEPOT	415172495001	Office Supplies- Monitor Stand	03/21/2025	14.34	04/07/2025	510-810-601	Office Supplies	325
133	OFFICE DEPOT	415172495001	Office Supplies- Monitor Stand	03/21/2025	14.34	04/07/2025	510-840-601	Office Supplies	325
133	OFFICE DEPOT	415172512001	Printers Utility Dept	03/25/2025	212.41	04/07/2025	510-810-601	Office Supplies	325
133	OFFICE DEPOT	415172512001	Printers Utility Dept	03/25/2025	424.82	04/07/2025	520-810-601	Office Supplies	325
133	OFFICE DEPOT	415172512001	Printers Utility Dept	03/25/2025	212.41	04/07/2025	510-840-601	Office Supplies	325
133	OFFICE DEPOT	416739386001	Ink Stamps	03/31/2025	57.98		100-417-601	Office Supplies	325
Total 133:					1,265.52				
O'REILLY AUTO PARTS									
6230	O'REILLY AUTO PARTS	3599-347380	TRAILER BRAKE FOR 3015	03/27/2025	130.81	04/07/2025	100-480-610	Automotive Supplies	325
6230	O'REILLY AUTO PARTS	3599-348111	DOT TRI ANGLE FOR FLEET	04/01/2025	36.99	04/07/2025	100-480-610	Automotive Supplies	425
6230	O'REILLY AUTO PARTS	3599-348500	oil filter for fleet	04/04/2025	13.22	04/07/2025	100-480-610	Automotive Supplies	425
Total 6230:					181.02				
PORTER'S PLUMBING LLC									
8900	PORTER'S PLUMBING LLC	5003	Water Fountain Plumbing	04/02/2025	300.00	04/07/2025	100-417-430	Outside Serv-Repair & Maint	425

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8900:					300.00			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	APR 2025	Retiree Insurance #819	04/03/2025	450.57	520-219910	OPEB Liability	425
Total 143:					450.57			
QUADIENT LEASING USA, INC.								
8737	QUADIENT LEASING USA, INC.	Q1799966	INHOUSE LEASE PMT	03/31/2025	2,794.41	04/07/2025	510-810-441 Rentals	325
8737	QUADIENT LEASING USA, INC.	Q1799966	INHOUSE LEASE PMT	03/31/2025	2,794.41	04/07/2025	520-810-441 Rentals	325
Total 8737:					5,588.82			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	7022586	Advertising	04/01/2025	57.00	04/07/2025	100-610-540 Advertising	425
Total 152:					57.00			
REX MOORE GROUP, INC.								
6461	REX MOORE GROUP, INC.	INV-47423	PS chem bldg lighting retro fit completion	04/04/2025	14,636.59	04/07/2025	510-840-428 Outside Serv-Electrical	425
Total 6461:					14,636.59			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	25040609	ARMORED SERVICES-WATER	04/07/2025	220.53	510-810-342	Tech Services-Other	425
8629	SECTRAN SECURITY, INC.	25040609	ARMORED SERVICES-SEWER	04/07/2025	220.53	520-810-342	Tech Services-Other	425
8629	SECTRAN SECURITY, INC.	25040609	ARMORED SERVICES-GF	04/07/2025	220.52	100-415-322	Prof Serv-Other	425
Total 8629:					661.58			
SHAPE INCORPORATED								
9037	SHAPE INCORPORATED	42418B33514	E-One grommets	04/08/2025	54.00	520-810-615	E-One Supplies	425
Total 9037:					54.00			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	186971	WTP Tank Design	02/28/2025	550.00	04/07/2025	510-166100 Construction In Progress	225
1897	SHAW ENGINEERING	186978	Ricci Tank design	02/28/2025	9,397.80	04/07/2025	510-166100 Construction In Progress	225
1897	SHAW ENGINEERING	186985	Lumos EWWTP Headworks Mods	02/28/2025	1,125.00	04/07/2025	520-810-320 Prof Serv-Engineering	225
1897	SHAW ENGINEERING	186986B	StorAll Water Sewer Models Civil Permit Review CP2024.004	02/28/2025	4,540.00	04/07/2025	100-529-320 Prof Serv-Engineering	225
1897	SHAW ENGINEERING	186986B	VL Phase 2 Grading permit Review GR2025.001	02/28/2025	4,500.00	04/07/2025	100-529-320 Prof Serv-Engineering	225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 1897:					20,112.80			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN327442	WWTP Monitoring Well Samples	03/26/2025	665.00	04/07/2025	520-810-423 Outside Serv-Analytical	325
7856	SILVER STATE ANALYTICAL LABORATORIES	RN327523	WWTP Influent & Effluent Samples	03/27/2025	502.00	04/07/2025	520-810-423 Outside Serv-Analytical	325
7856	SILVER STATE ANALYTICAL LABORATORIES	RN327605	Shadow lane reconstruction project	03/28/2025	66.00	04/07/2025	510-810-423 Outside Serv-Analytical	325
7856	SILVER STATE ANALYTICAL LABORATORIES	RN327672	shadow lane reconstruction project	03/31/2025	66.00	04/07/2025	510-810-423 Outside Serv-Analytical	325
7856	SILVER STATE ANALYTICAL LABORATORIES	RN328012	PS Lab samples	04/09/2025	48.60		510-840-423 Outside Serv-Analytical	425
Total 7856:					1,347.60			
SOSU TV CORP								
8909	SOSU TV CORP	WC1525	Fernley Focus Videos March 25	04/01/2025	1,500.00	04/07/2025	100-413-322 Prof Serv-Other	425
Total 8909:					1,500.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	33096 MAR 25	910001133096 ACH	03/25/2025	481.98	04/16/2025	510-810-621 Natural Gas	325
204	SOUTHWEST GAS CORP	33438 MAR 25	910001133438 ACH	03/25/2025	1,633.75	04/14/2025	100-417-621 Natural Gas	325
Total 204:					2,115.73			
STANTEC CONSULTING SERVICES INC								
9049	STANTEC CONSULTING SERVICES INC	2366812	Hwy50 water main looping	03/13/2025	8,264.96	04/07/2025	510-166100 Construction In Progress	325
Total 9049:					8,264.96			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	APR 2025-1	CHILD SUPPORT	04/04/2025	319.84	04/07/2025	100-219900 OTHER PAYROLL PAYABLES	425
Total 176:					319.84			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2025400101293	WWTP Chlorine	03/31/2025	7,047.00	04/07/2025	520-810-617 Chemical Supplies	325
Total 8646:					7,047.00			
TROJAN TECHNOLOGIES CORP								
8959	TROJAN TECHNOLOGIES CORP	200/50001907	PS MF parts	04/03/2025	264.60	04/07/2025	510-840-614 Shop Supplies	425
Total 8959:					264.60			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ULINE, INC								
8965	ULINE, INC	190761739	CM Office Chairs	03/24/2025	2,282.41	04/07/2025	100-413-600 General Supplies	325
Total 8965:					2,282.41			
UNITED CENTRAL INDUSTRIAL SUPPLY								
8676	UNITED CENTRAL INDUSTRIAL SUPPLY	2962873	Water truck hose fittings	03/27/2025	170.47	04/07/2025	520-810-610 Automotive Supplies	325
Total 8676:					170.47			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00661450	Chemical pumps for wells 4 and 14	03/25/2025	2,179.97	04/07/2025	510-810-614 Shop Supplies	325
464	USA BLUEBOOK	INV00670352	PS lab supplies	04/02/2025	969.05	04/07/2025	510-840-614 Shop Supplies	425
464	USA BLUEBOOK	INV00670753	PS lab supplies	04/03/2025	103.00	04/07/2025	510-840-614 Shop Supplies	425
464	USA BLUEBOOK	INV00670883	PS lab supplies	04/03/2025	526.00	04/07/2025	510-840-614 Shop Supplies	425
464	USA BLUEBOOK	INV00674392	PS Lab instrument	04/07/2025	2,024.80		510-840-605 Minor Equipment	425
Total 464:					5,802.82			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	1119211	SEWER DEPOSIT REFUND	03/28/2025	35.95	04/07/2025	520-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	13529713	CREDIT REFUND	03/27/2025	69.62	04/07/2025	010-115100 Cash Clearing-Utilities	325
2202	UTILITY DEPOSITS	13562325	CREDIT REFUND	03/24/2025	103.25	04/07/2025	010-115100 Cash Clearing-Utilities	325
2202	UTILITY DEPOSITS	16320205	SEWER DEPOSIT REFUND	03/20/2025	45.46	04/07/2025	520-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	16977501	SEWER DEPOSIT REFUND	03/28/2025	59.17	04/07/2025	520-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	17582516	SEWER DEPOSIT REFUND	03/21/2025	16.56	04/07/2025	520-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	197561.12	CREDIT REFUND	03/25/2025	173.77	04/07/2025	010-115100 Cash Clearing-Utilities	325
2202	UTILITY DEPOSITS	19756112	WATER DEPOSIT REFUND	03/24/2025	75.00	04/07/2025	510-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	19756112	SEWER DEPOSIT REFUND	03/24/2025	80.00	04/07/2025	520-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	219686.01	CREDIT REFUND	03/19/2025	136.96	04/07/2025	010-115100 Cash Clearing-Utilities	325
2202	UTILITY DEPOSITS	21968601	SEWER DEPOSIT REFUND	03/18/2025	80.00	04/07/2025	520-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	21968601	WATER DEPOSIT REFUND	03/18/2025	75.00	04/07/2025	510-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	219727.01	CREDIT REFUND	03/18/2025	144.25	04/07/2025	010-115100 Cash Clearing-Utilities	325
2202	UTILITY DEPOSITS	21972701	WATER DEPOSIT REFUND	03/17/2025	75.00	04/07/2025	510-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	21972701	SEWER DEPOSIT REFUND	03/17/2025	80.00	04/07/2025	520-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	21975001	SEWER DEPOSIT REFUND	03/26/2025	65.73	04/07/2025	520-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	30506009	WATER DEPOSIT REFUND	03/17/2025	100.00	04/07/2025	510-228200 Customer Deposits	325
2202	UTILITY DEPOSITS	7244102	CREDIT REFUND	03/19/2025	136.64	04/07/2025	010-115100 Cash Clearing-Utilities	325
2202	UTILITY DEPOSITS	7659304	CREDIT REFUND	03/24/2025	51.41	04/07/2025	010-115100 Cash Clearing-Utilities	325
Total 2202:					1,603.77			
VIDEO WALL SOLUTIONS								
9022	VIDEO WALL SOLUTIONS	2165	COUNCIL CHAMBER UPGRADE CONTRACT	12/23/2024	45,477.50	03/27/2025	210-425-322 Prof Serv-Other	1224

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
9022	VIDEO WALL SOLUTIONS	2165	COUNCIL CHAMBER UPGRADE CONTRACT	12/23/2024	18,191.00	03/27/2025	100-417-420 Outside Services	1224
9022	VIDEO WALL SOLUTIONS	2166	Chambers Technology Reboot add ons	12/27/2024	9,026.00	03/27/2025	200-425-322 Prof Serv-Other	1224
Total 9022:					72,694.50			
VINNIE'S ELECTRIC INC.								
9050	VINNIE'S ELECTRIC INC.	6932	electrical work	03/31/2025	165.00	04/07/2025	100-417-428 Outside Serv-Electrical	325
Total 9050:					165.00			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	APR 2025-1	DEFERRED COMPENSATION, 457	04/04/2025	4,721.34	04/04/2025	100-215000 457 PAYABLE	425
8591	VOYA FINANCIAL	APR 2025-1	ROTH IRA	04/04/2025	984.59	04/04/2025	100-215000 457 PAYABLE	425
Total 8591:					5,705.93			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	33001 APR 25	11-60772-33001	04/04/2025	146.31	04/07/2025	100-417-412 Utility Serv-Refuse	425
447	WASTE MANAGEMENT	33005 APR 25	11-60745-33005	04/04/2025	25.88	04/07/2025	510-840-412 Utility Serv-Refuse	425
447	WASTE MANAGEMENT	33009 APR 25	11-60774-33009	04/04/2025	119.72		510-810-412 Utility Serv-Refuse	425
447	WASTE MANAGEMENT	43003 APR 25	11-60760-43003	04/04/2025	59.86	04/07/2025	520-810-412 Utility Serv-Refuse	425
447	WASTE MANAGEMENT	63002 APR 25	11-74239-63002	04/01/2025	731.18	04/07/2025	100-575-412 Utility Serv-Refuse	425
447	WASTE MANAGEMENT	65007 APR 25	6-82641-65007	04/01/2025	255.53	04/07/2025	100-575-412 Utility Serv-Refuse	425
447	WASTE MANAGEMENT	95009 APR 25	8-29467-95009	04/01/2025	448.45	04/07/2025	100-575-412 Utility Serv-Refuse	425
Total 447:					1,786.93			
WEDCO								
3350	WEDCO	S100157847.001	New Transformer for City Hall	04/03/2025	4,660.81	04/07/2025	100-417-600 General Supplies	425
3350	WEDCO	S100158399.001	Tools/ supplies for electrician	04/04/2025	999.50		510-840-614 Shop Supplies	425
Total 3350:					5,660.31			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2503-119248	PARTS DRAWER	03/27/2025	188.55	04/07/2025	100-480-610 Automotive Supplies	325
8571	WESTERN INDUSTRIAL PARTS, INC.	2504-120200	floor dry for shop	04/04/2025	22.88	04/07/2025	100-480-610 Automotive Supplies	425
Total 8571:					211.43			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	APR 2025	SUPPLEMENTAL INSURANCE	04/01/2025	90.35	03/27/2025	100-218100 Western Insurance Payable	425
Total 881:					90.35			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11672579	PS shop supplies	03/31/2025	853.16	04/07/2025	510-840-614 Shop Supplies	325
195	WESTERN NEVADA SUPPLY CO.	11672640	PS shop supplies	04/03/2025	133.28	04/07/2025	510-840-614 Shop Supplies	425
195	WESTERN NEVADA SUPPLY CO.	11672644	PS Backflow check kits	03/27/2025	772.73	04/07/2025	510-840-614 Shop Supplies	325
195	WESTERN NEVADA SUPPLY CO.	11672677	PS MF analyzer flow meters	04/03/2025	1,227.32	04/07/2025	510-840-614 Shop Supplies	425
195	WESTERN NEVADA SUPPLY CO.	11675032	Sensus lperl 3/4"" 1000 gal water meters	03/28/2025	4,710.24	04/07/2025	510-166100 Construction In Progress	325
195	WESTERN NEVADA SUPPLY CO.	11675033	bin stock	03/28/2025	167.70	04/07/2025	510-810-613 Meter Service Supplies	325
195	WESTERN NEVADA SUPPLY CO.	11678130	PS tubing	03/27/2025	24.00	04/07/2025	510-840-614 Shop Supplies	325
Total 195:					7,888.43			
WESTWATER RESEARCH LLC								
9053	WESTWATER RESEARCH LLC	1852	25-021 FERNLEY BASIN MARKET CONSULTATION	04/01/2025	4,000.00	04/07/2025	510-810-322 Prof Serv-Other	425
Total 9053:					4,000.00			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	25030482	WWTP Priority Pollutant Samples	04/02/2025	1,125.40	04/07/2025	520-810-423 Outside Serv-Analytical	425
8709	WETLAB - WESTERN ENVIRON TESTING LAB	25030612	WWTP weekly sampling	03/27/2025	373.00	04/07/2025	520-810-423 Outside Serv-Analytical	325
8709	WETLAB - WESTERN ENVIRON TESTING LAB	25030786	WWTP Samples	04/03/2025	373.00	04/07/2025	520-810-423 Outside Serv-Analytical	425
Total 8709:					1,871.40			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	189523	Services Through 01/31/2025	01/31/2025	5,208.75	04/07/2025	100-413-322 Prof Serv-Other	125
Total 2454:					5,208.75			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	3/2025	CREDIT CARD PROCESSING FEES- WATER	03/31/2025	2,686.81	03/31/2025	510-810-609 Credit Card Fees	325
2468	XPRESS BILL PAY LLC	3/2025	CREDIT CARD PROCESSING FEES- SEWER	03/31/2025	2,686.81	03/31/2025	520-810-609 Credit Card Fees	325
Total 2468:					5,373.62			
XYLEM WATER SOLUTIONS USA, INC.								
8939	XYLEM WATER SOLUTIONS USA, INC.	3556D68514	Spare pressure transmitter	03/26/2025	2,367.38	04/07/2025	520-810-614 Shop Supplies	325
Total 8939:					2,367.38			
Grand Totals:					2,289,314.46			

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
APRIL 2, 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, City Manager Ben Marchant, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carson, Building Official Charity Birkel, Public Works Director Barry Williams, City Engineer Maria Paz Fernandez, Utilities Director Seong Kim. **Absent:** Councilman Joe Mendoza.

1.3. Public Forum

None

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA WITH ITEM 7.1 TO BE HEARD AT THE APRIL 16TH MEETING. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses

2.4. Possible Action to approve the Will Serve request from the City of Fernley for .29 ERCs for Water and 1.16 ERCs for sewer for Lyon County Parcel(s) 021-103-56 located in Fernley, NV.

2.5. Possible Action to Approve the Will-Serve Request from TMAI Building F for 1.31 ERCs for water and 5.25 ERCs for sewer for Lyon County Parcel 020-341-12 located at 1040 Inglewood Dr, Fernley, NV 89408.

2.6. Discussion and Possible Action to Approve Agreement with DOWL for on-call Engineering Services

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

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

Chief Deputy Mitch Brantingham, Lyon County Sheriff's Office, reported that the department is currently in budget discussions and finalization. April is a very busy month for the department. National Donate Life Month - they

work with the organ donor network to try and boost organ donor numbers in the State of Nevada, particularly here in Lyon County. Also, National Sex Assault Awareness, where they are trying to raise awareness of sexual assaults and sexual abuse in the communities. There are a lot of resources for counseling and post-traumatic stress disorder. April is also Prevent Child Abuse Nevada Month. The Chief Deputy also reported that crime is picking up with the increase in temperatures. There have been several run-ins with people stealing around the county, but particularly here in Fernley. Last Friday, we arrested a whole crew of guys that were out vandalizing vehicles. Drugs are stabilizing around the city. We're still seeing some of the methamphetamine and some of the fentanyl, and those things come through, but the very large amounts that we were seeing through the winter have tapered off as anticipated.

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, reported that the Citizens Leadership Academy is in session. It's a very robust and involved group that has remained engaged. There will be a budget work session tomorrow night instead of the Citizens Leadership Academy.

Councilman Hanan thanked the city staff and Barry Williams, Public Works Director, for the rapid response to the cleanup of graffiti.

Councilwoman Zoberski stated the reason why Councilman Mendoza is not here is because North Lyon Fire is doing a takeover at Black Bear. So, if you are hungry after this, and you want to go out and grab some food, I would suggest going to Black Bear.

Councilman Torres stated that on April 7th the Fernley Senior Citizens Advisory Committee would be taking a tour of the legislative building. The Fernley Senior Citizens Advisory Committee meeting will be April 11th at 9:30 am.

Mayor McIntyre reminded everyone that the Mayor's Cleanup is April 12th and will be meeting at the Out of Town Park at 7:30 am. We are still looking for a few more donations. He is expecting 50 to 100 people. He also had the opportunity to throw out the first pitch of the little league last Saturday. Councilman Torres and himself presented in front of the Senate on Bill SB364, which has to do with the rail spurs.

3.2. State of Nevada Legislative update

We will not have a State of Nevada legislative update tonight. Our lobbyist is in session right now. We will get an update on the April 16th meeting.

4. PROCLAMATIONS BY THE MAYOR

Mayor Neal E. McIntyre presented four proclamations for the month of April: Donate Life Month, National Child Abuse Prevention Month, Prevention of Cruelty to Animals, and National Animal Care & Control Officer Appreciation Week from April 13th through April 19th.

5. PRESENTATIONS

5.1. Presentation by Lyon County Human Services on Prevent Child Abuse Nevada Month.

Shayla Holmes, Director of Lyon County Human Services; Jenna Dykes, Children's Services Division Manager, and Misty Crank, Home Visitor for Lyon County Human Services, along with Area Manager for Division of Child and Family Services Candy Mortensen and Anna Mesa, case coordinator for Lyon County CASA (Court Appointed Special Advocates) for children gave a presentation on the numerous programs and services provided by Lyon County Human Services in recognition of Prevent Child Abuse

Nevada Month. Pinwheel planting will be at In Town Park. They have coloring contests going on in any of their offices. You can pick up coloring pages. They've got a social media campaign going on.

5.2. Presentation by Waste Management regarding Fernley Waste and Recycling

Kim Fleming, Northern Nevada Contract Manager with Waste Management, presented some options for changes in service, which would include recycling as well as some other potential options for changes that they could provide. Option 1 is the current service, a 96-gallon trash cart that is serviced weekly. There are an allowable 7 bags that can be put out each week outside the cart. Each resident is also allowed one transfer station voucher. Option 2 would be the trash and the added every other week recycling. In this case, the additional bags that are allowed every week outside the cart would be removed but would increase the number of transfer station vouchers to two. Option 3 is the weekly trash service, the added recycling every other week. We would eliminate the weekly bags outside the cart, but we would add a sticker program. For those that are unaware of what a sticker program is, we will send out 20 or 25 stickers once a year to each resident, and the resident would put a sticker on that extra bag that they would want to put out that week. The current transfer station hours are Tuesday through Saturday, from 8 am. to 4:30 pm. WM is looking at extending to 7 days a week, 8 am to 6 pm.

Councilman Hanan stated that he put a poll on Facebook. There were over 1,600 people that responded to the poll. He inquired about what process will be taken in order to safeguard the citizens from unnecessary increases next year. He also inquired about where the sorting facility would be located.

Kim Fleming stated it's whatever the Council would deem fair, whether that's a CPI index or however we decide to implement it. But that is up for discussion, and to make sure that it's in writing as to what that would look like each year. All the materials for the city would be brought to our existing transfer station, and they would then be transferred from Fernley to our material recovery facility in Reno.

Mayor. McIntyre asked if this council decides this is what they want to do, when does this program start, or do we have to wait until 2028.

Kim Fleming stated that as soon as we come to an agreement as to what it looks like, we can implement it as soon as we get everything ordered and get an agreement in place.

Councilwoman Felicity Zoberski clarified we can start the services as soon as we come to an agreement on signing another 10-year contract.

Kim Fleming stated that it would be a new contract that would go beyond what we're currently doing. If the 10 years of going beyond our existing term, the team is not comfortable with we can certainly look and adjust that. A 5-year term may not give as large of a cost savings per customer.

Councilman Torres asked to have a survey done for people who don't do social media.

Kim Fleming stated that there's a potential for WM to put either a link or an option for folks to fill out a survey in their next billing insert to get further insight from the community.

Mayor Neal E. McIntyre called for a break: 6:13pm - 6:19pm

6. STAFF REPORTS

6.1. Discussion and possible action to hear an appeal requested by Ms. Skinner, Desert Rose RV Park, to overturn the Building Officials' decision to reject the permit documents.

Aaron Mouritsen, City Attorney, gave a brief introduction. In Code Section 8, the 2018 International Building Code was adopted as part of that building code. There is a section that creates a Board of Appeals. The appeals are rare in the city of Fernley regarding building code requirements, and so no Board of Appeals exists. That authority has been given to the Council as the governing body, in order to

handle appeals. Specifically, you're going to be looking at whether or not the appeal is based on the claim that the true intent of the code, or rules legally adopted there under have been incorporated, incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. If it was improperly interpreted, it is the obligation of this Council to overturn the decision of the Building Official. Additionally, the Board shall not have the authority to waive the requirements of the code. The code itself must be applied.

Debbie Skinner and Cami Skinner stated they appreciated the Council taking the time to listen to their concerns. There's been a little bit of frustration in this whole process, and so we would like to have a resolution. We have spent a year and a half going through this process with the hope and with the excitement of being able to open and extend services which are within our code. When we started this, we talked to planning. We are commercial and tourist zoned. We've had countless meetings with different officials in the city. It was never the intention to backdoor the system. They felt they had not received resolutions, and we have not got answers for the simple fact that there is a problem with our application. The only response that we received from the building department and from Charity was a simple email prior to our meeting on March 6th that simply said, this is the letter please refer to the 2020 Blue Book Code. When Cami Skinner came in on Wednesday, the 5th of March, to see what the status of the application was that was submitted on the 27th of February, she was told that the contractor that we had in place to do the work was not licensed in the State of Nevada. The contractor is Gopher Construction, who is Don Tibbles, who has been in this community for years. He has carried a license with the State of Nevada for over 40 years. We were under the impression from our meeting in October that when we presented the idea of doing a she-shed conversion or doing some type of modular unit, something to be able to allow these amenities that as long as it was private, and to the guests that we were under the impression that, as a courtesy we would allow an invite to the building department to do a walkthrough, just to make sure that it was safe for the community as well as for our guests, and as a courtesy to ask the fire department as well. There was not anything mentioned about a permit. There was not anything mentioned about square footage. We were adding electricity and the utilities that we needed to make a plug-and-play unit, just like you would an RV building or a cabin that would come in. It would tie into our existing sewer; it would plug into our pedestal. It is a temporary building; it is on skids. It is not on a permanent foundation. When Charity came out on the 18th of February, she stated we needed to stop and desist work. We stopped working. We went through her letter. We addressed the things that were listed. We got hold of West Builders, and they sent over the plans. There is a habitable plan, and there is a non-habitable plan. They are in the process of working on the habitable plan, because of the consensus that I got from the meeting that there was a problem with the floor load system. We addressed everything that was in the letter when we had the meeting on the 6th. We were simply told, in a lack of better terms, that there were more things on this issue that had to be resolved, and they were not going to be approved. We asked about those conditions, those concerns. She had a list that she showed Mr. Mouritsen. Mr. Mouritsen stated let's go through this and Charity said she was not prepared to release them. Those were her notes. We made a public records request to request everything that was in our file. Those were not included, nor was anything else. It is also our understanding with the city clerk's office that, in addition to being a mobile or being temporary, because it is a State-mandated license that the State Cosmetology Board can come out and give us approval, and that will be that. We're looking for accountability of the department heads, and we're looking for communication. We have not once been told what we need to do to rectify this. We're not asking you to overturn the building department. We're just asking for directions on how we can provide this service. For general purposes, it is 360 square feet, 14 by 24, with an 8-foot porch. The max capacity that we would have there at any time would be 5 people. According to the State Cosmetology Board, it is not required to have a restroom in it, because it is within 100 feet of the restroom to the office.

Charity Birkel, Building Official, gave a presentation. The section out of the International Building Code section 104.3 notices and orders states the building official shall issue necessary notices or orders to

ensure compliance with this code. The Commercial Building permit submittal was an application to use an Out West building as a commercial nail salon. We've had several meetings like Ms. Skinner mentioned with the development team to discuss this project. All aspects of this project and the concerns were discussed. April 2nd, October 8th, the stop work order was placed on the building for work with no permit on February 18th; and the Commercial Building permit application on March 3, 2025. The written rejection letter was emailed on March 5, 2025. The permit submittal date was March 3rd, and a cursory review of the plans determined that the application lacked sufficient data, details, and compliance with applicable codes to be considered further. Notification that the application had been rejected for these deficiencies was sent by email on March 5, 2025. Every commercial building permit application that we hand out to the public, or that they can get from the website includes a submittal checklist.

During the initial review of the submittal documents, this is also the basis for the denial, sheet S001 of the plans prepared by Brett McElhaney, Civil Engineer, stated the general requirements for the Out West building are risk category 1. A risk category 1 building is used for agriculture and certain temporary facilities and minor storage. This building, for its intended use as a commercial nail salon would require its design to meet category 2 risk requirements. This requirement comes from the 2018 International building code section 1604.5 and table 1604.5. Sheet S001 also states Non-Habitable Structure. That is the reason that my review was concluded, because, with the plans that were submitted, there was no way to get to an approval with the plans that were prepared by Mr. McElhaney. The 2018 International Building Code section 105.3: To obtain a permit, the applicant shall first file the application. This goes through and tells you exactly what needs to be on the application for permit. The application that was submitted was presented, and it was severely incomplete. I had to reach out to the applicant to ask them what the intended use was because on the application there was no information on what it was going to be used for. Every commercial building permit application includes a site plan checklist. 2018 IBC section 107.2.6 Site Plan: The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of the construction and existing structures on the site, distances from lot lines, the established street grades and proposed finished grades and as applicable flood hazard areas, floodways, and design flood elevations, and it shall be drawn in accordance with an accurate boundary line survey. Section 1053.1 Action on Application: The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons, therefore. The meeting that we had on March 6th was to go over the notes that I had taken on the submittal. The very first thing I saw when I opened this permit submittal to do the review was that Mr. McElhaney's plans stated right on the front, that they are not for habitable use. It could have been rejected right there, but instead, I took the time to go through it, so I could compile a list of talking points so that we could sit in a room, and that I could have these conversations with them and let them know what would be required for this permit to go through. I advised the applicant that this Out West building would be inappropriate and not meet the code for a commercial nail salon. I recommended in this meeting that Ms. Skinner reaches out to Mr. McElhaney, of McElhaney Structural Engineers, to get some design assistance. I reached out to Mr. McElhaney, and we talked about this project. He did say that he believes it can be done, but it is going to require the assistance of a design professional. In conclusion, the decision to reject the building permit was based on incomplete application and insufficient details in the plans which do not meet building codes and application requirements. The plans and submittal documents are not in compliance with the City of Fernley's adopted codes and lack the required details.

Ben Marchant, City Manager, stated that he was at that meeting in November in the absence of our Planning Director, Ms. Rambo. He did clarify that they were only talking about the planning and zoning permissibility of a nail salon at the RV Park, and we were not talking about what building structures,

where it would go, what it would look like. At that time, we were only discussing the feasibility of land use and planning, and so they were given the correct information at the time, and I think the misunderstanding was that there was an expectation that, because it was permitted in land use that that was all they needed. There was no discussion about building type and style and construction.

Aaron Mouritsen, City Attorney, stated that, in terms of the appeal, as he pointed out in Section 113, your purpose is just to uphold the decision that's been given, or to overturn that decision. If you also feel, though, that you want in some way counsel, or for staff to help and assist them or direct them on something specific, you can add that to your directions. That's separate, though, from the appeal issue.

Debbie Skinner stated that she is not looking to rebuttal anything. She is happy to appease and resubmit. I simply addressed the notice of correction violation letter that is in your packet that I submitted along with the whole packet that I had sent. It would have been very nice to see the items that Miss Charity presented today, so that we knew what we were looking for. This is the clearest of any direction that I've seen since the beginning of this has started. We were never told that there was going to be a fee that had to be paid when we gave it to the permit technician. During this whole time, because we were an established business and we were adding amenities, we were told that we could just make a simple site Plan. The plan said they were non-habitable, but we know that a lot of improvements are made, and that makes them habitable. At the March 6th meeting, we asked if the red notice could be removed so that we could move the building, and we were told absolutely. It could be removed tomorrow. The red tag is still on the building, and the building is still on site. We asked about it being temporary, and what would be required of that should we apply for a special use permit. The building is on skids and placed on a concrete pad, because my understanding is a temporary building has 180 days. Which could possibly be, that if it were rectified, it would become a habitable structure, and in my, in termination, a habitable structure is, if you're going to live or reside in it. This would have normal business operations. We have contacted the State Cosmetology Board. We have requested that they come do a walkthrough so that we can see before we invest any more time and money into this project.

Motion: I MOVE TO UPHOLD CHARITY BIRKEL'S APPEAL DENIAL. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

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 April 16th meeting.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

8.1. Possible Action requesting a future agenda item to discuss creating a policy that requires developers to dedicate resources to a group or project in Fernley. Councilman Torres.

Councilman Albert Torres stated he spoke with Michele Rambo, Planning Director, and this is a very common thing that comes into planning by any developer when they submit their initial plans for anything. They're advised that we have this, and she said the tracking of the different groups that are being supported and groups that aren't being supported would be nothing to add to the computer program.

Motion: I MOVE TO CONTINUE MOVING FORWARD WITH THIS PROCESS AND TO DIRECT STAFF TO BRING BACK A REPORT. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Albert Torres requested staff to work with Waste Management to get some type of survey out as far as what our citizens would like, and bring forward one of the four options that were presented tonight with any additional information requested by the Council as well.

10. PUBLIC FORUM

Councilman Stan Lau stated that there would be a Sports Commission meeting on April 15th. They are going to discuss the Victory Stadium that might be coming in a few years.

The next meeting will be April 16, 2025, at 5:00 pm.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 7:12 pm.

Approved by the Fernley City Council on April 16, 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 = 3/27/2025-4/9/2025

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
Simerson Construction LLC	Simerson	Dru Simerson	1617 Forrest Way	Carson City	NV	89706	775-883-3133	Contractor	Residential & Small Com
Resource Development Company, LL		Jeff Farr	1050 Linda Way	Sparks	NV	89431	775-356-8004	Contractor	Construction Contractor #
CattleBros Steak & Seafood LLC		Ryan Avila	1485 Bronze Canyon Dr.	Reno	NV	89521	775-235-2569	Delivery Service	Deliver steak & seafood
Cottonwood Storage II LLC	modSTORAGE	Clayton	540 Cottonwood Ln	Fernley	NV	89408	212-380-1146	Storage	Self Storage
Spray Away Cleaning Services LLC		Richard Martinez /	526 Summer St.	Fernley	NV	89408	775-835-9245	Cleaning Services	Pressure washing
High Sierra Elevator Inspections, LLC		Allsafe Dominion, L	5940 S Rainbow Blvd, Suit	Las Vegas	NV	89118	844-876-8600	Business Specific Prof	Elevator inspection and c
Legacy Air, Heating, Cooling, Plumbin		Sara Palella	9410 Prototype Dr. #20	Reno	NV	89521	775-977-1375	Contractor	HVAC, Plumbing & Electr
Nevada Proud Plumbing and Heating		Bernard Sallaberry	10340 Coyote Creek Dr.	Reno	NV	89521	775-691-9283	Contractor	Plumbing & Heating Cont
WildBloom Essentials		Jennifer Marshall	495 Aspen Way	Fernley	NV	89408	775-560-9992	Hobby/Crafter, Sewing	Crafter: home made soap
Everon, LLC		Everon, LLC	4384 Enterprise Place	Fremont	CA	94538	213-392-9333	Contractor	Security & Fire protection
Pet eNVy		Stacy Glenn	192 E. Main St.	Fernley	NV	89408	775-451-4650	Animal/Pet Services, g	Full service pet grooming
TID Systems LLC		Ionut Daniel Tarlea	780 Smithridge Dr. Unit 25	Reno	NV	89502	775-360-5856	Contractor	Security systems installat
No Ragrets Rugz & More		Richard Ebeling / K	4554 Madison Rd	Fernley	NV	89408	775-666-0624	Hobby/Crafter, Sewing	Crafter: handmade rugs a
MM Foodtruck		Ailyn Manzo	70 S Maine St.	Fallon	NV	89406	775-200-4169	Restaurant/Fast Food/	Mexican food truck
SKH Consulting Services, LLC	The Real HR	Shelby Hill	1816 Bogie Ct	Fernley	8940		509-554-0439	Consulting Services	Human resources consult
What In Cardnation LLC		Matthew Kendler	673 Warren Way	Fernley	NV	89408	775-315-5847	Wholesale and/or Reta	Hobby, toys & collectible
Fernley Thrift		Rudy and Jessica V	810 West Main Street	Fernley	NV	89408	775-684-9719	Wholesale and/or Reta	Thrift store
Joyful Noise Family Education Center		Evelyn Knight	4120 US-50 ALT	Fernley	NV	89408	775-527-5535	Instruction/Classes/Tut	Co-op preschool and fam
USAFI Cleaning Service		Ines Monga Omatu	1050 Pepper Lane	Fernley	NV	89408	607-566-3247	Cleaning Services	Residential cleaning servi
The Beauty Suites		Rick Arnaud	75 W. Main St.	Fernley	NV	89408	775-835-0300	Hair/Nail/Tanning/Spa	Hair, nails, lashes, waxin
Environmental Inspections and Constr		Cameron Dopke &	1600 Emigrant Trl	Markleeville	CA	96120	530-544-1862	Contractor	Radon Gas Mitigation Co
Grand Totals:									
									21

Report Criteria:

License.Status = "Active"

Business.Origination date = 3/27/2025-4/9/2025



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 16, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a change order with Stantec to expand the design for Highway 50 Water Main Loop to Wedge Lane. The change order is not to exceed the amount of \$58,365.00.

AGENDA ITEM BRIEF:

Staff is seeking approval for a change order with Stantec to expand the design for Highway 50 Water Main Loop to Wedge Lane. The change order is not to exceed the amount of \$58,365.00.

RECOMMENDED MOTION:

"I move to approve the change order with Stantec to expand the design for Highway 50 Water Main Loop to Wedge Lane. The change order is not to exceed the amount of \$58,365.00."

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:

This change order will allow for an additional 3,500 LF of water main line to connect into the city's infrastructure. Adding this to our additional design will secure another redundant water loop for our system. If in the case we had to shut off water for this particular subdivision, the entire Desert Lakes subdivision wouldn't have to be affected. This extension will include an additional 5 plan and profile sheets, additional topographic and utility investigation and one additional 10-foot bore at Wedge lane. Wedge Lane is already equipped with the ability to connect an additional 8" water line. The forecasted plan was always to have the water line connection be at Wedge Lane.

City staff have been concerned with the lack of a looping system on the east side of the city. The Hwy 50 loop has been in the CIP projections in the 2022 Water System Plan prepared by Shaw Engineering. A loop system provides a multi-directional response to high water demands in the city, especially as it relates to emergency fire response. Highway 50 loop introduces a connection between the existing 18-inch water main at the Nevada Pacific Parkway and the existing 8-inch water main at Julia Lane within the Desert Lakes Subdivision. The looped connection will provide redundancy to the Desert Lakes Subdivision and other users located on the east end of Farm District Road. The city currently serves, in the east area, between 1,407 users (388,332 gallons per day) and projected to serve another 579 users at buildout with the current approved subdivisions (158,976 gallons per day) for a total of 1,986 users (547,136 gallons per day). Shaw Engineering indicated that with the addition of the loop system, very little impact to the existing tank storage levels. However, the benefits of having the resiliency of the loop system to the residents living on the eastern side of the city will be a major improvement.

City growth and the ability of the water distribution system to provide domestic demand and emergency response must be at the forefront of all city staff and city council. The Highway 50 Loop system connection will give the city a more complete system to keep the city protected and at the same time it will help provide system demand as the population grows and more development occurs along the southeast corridor. The highway 50 loop and the future addition of the second Ricci Tank (currently under design) will improve the availability of water for resident use, as well as, fire protection services in case of an emergency situation would arise.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

The funding for this Project was approved in the current budget for fiscal year 2024/2025 under the Water Enterprise GL 510-166-100.

ATTACHMENTS:

1. BOWMAN_2025-0053-CO - 420427-01-001 - City of Fernley Water Main-Highway 50 - 2025-02-26
2. WBS_181301876_Wedge Extension



CHANGE ORDER

Date: 2025-02-26

Bowman Consulting Group Ltd. 1150 Corporate Blvd Reno, NV 89502 Phone: 775-856-1150 Email: deane.easdon@bowman.com	Stantec 410 17th Street, Suite 1400 Denver, CO 80202 Phone: 720-471-3422 Email: ryan.tordella@stantec.com
Project Name: City of Fernley Water Main-Highway 50 Change Order #: 01	Bowman Job #: 420427-01-001 Proposal #: 2025-0053-CO

SCOPE OF SERVICES COVERED BY CHANGE ORDER

Boundary & Topographic Mapping (SC-01)

Bowman will include the additional design-level topographic survey along approximately 3,000 ft +/- of US 50-Alt from Julia Lane to just east of Wedge Lane. Changing the total length of the project to approximately 3.30 miles.

FEE: \$6,000.00 Lump Sum

Underground Utility Locate (SC-12)

Nason Scanning to perform additional utility locating services including penetrating radar and Radio Detection equipment along approximately 3,000 ft +/- of US 50-Alt from Julia Lane to just east of Wedge Lane. Changing the total length of the project to approximately 3.30 miles.

FEE: \$1,200.00 Lump Sum

Description (SC)	Total	Fee Type
Boundary & Topographic Mapping (SC-01)	\$6,000.00	Lump Sum
Underground Utility Locate (SC-12)	\$1,200.00	Lump Sum

Total Contract Value \$7,200.00

The individual signing this Change Order states that he or she has the authority to sign on behalf of the Client. Execution of this Change Order by an authorized representative of the Client constitutes authorization to proceed.



Agreed and accepted by:

Bowman Consulting Group Ltd.

Deane Easdon

02 / 26 / 2025

Deane Easdon
Survey Assistant Project Manager

Stantec

Ryan Tordella



FEE ESTIMATE - Highway 50 Main Looping Project

Project Summary	Hours	Labour	Subs	Total
Fixed Fee	0.00	\$0.00	\$0.00	\$0.00
Time & Material	211.00	\$45,159.00	\$13,205.50	\$58,364.50
Total	211.00	\$45,159.00	\$13,205.50	\$58,364.50

WBS Code	Task Name	Description	Name	Billing Level	Billing Rate	Task Type	Hours	Labour	Subs	Total	Comments
1	Project Management					Time & Material	8.00	\$1,848.00	\$0.00	\$1,848.00	Project set up, coordination, etc.
		Project Manager	Lehto, Meghan	Level 12	\$231.00		8.00	\$1,848.00		\$1,848.00	
2	Wedge Extension					Time & Material	189.00	\$40,249.00	\$0.00	\$40,249.00	This is assuming a total of 5 sheets. Hours estimate include sheet production and additional design. This does not include additional specifications, standard details sheets, etc.
		Engineering Lead (EOR)	Tordella, Ryan	Level 14	\$261.00		45.00	\$11,745.00		\$11,745.00	
		Project Engineer	Cline, Andy	Level 08	\$187.00		60.00	\$11,220.00		\$11,220.00	
		CAD Lead	Shinde, Varsha	Level 10	\$204.00		80.00	\$16,320.00		\$16,320.00	
		Quality Review	Spalding, John	Level 13	\$241.00		4.00	\$964.00		\$964.00	
3	Addition Sub Costs					Time & Material	14.00	\$3,062.00	\$13,205.50	\$16,267.50	
		Engineering Lead (EOR)	Tordella, Ryan	Level 14	\$261.00		6.00	\$1,566.00		\$1,566.00	
		Project Engineer	Cline, Andy	Level 08	\$187.00		8.00	\$1,496.00		\$1,496.00	
			Bowman (CFA) Topographic Survey				7,200.00		\$7,920.00	\$7,920.00	
			CME, Geotechnical Investigation				4,805.00		\$5,285.50	\$5,285.50	



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 16, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve a contract with JUB Engineering at the Water Treatment Plant to determine the source and mitigation of the water hammer in the amount of \$43,387.00

AGENDA ITEM BRIEF:

Staff is seeking approval for a contract with JUB Engineering at the Water Treatment Plant to determine the source and mitigation of the water hammer in the amount of \$43,387.00

RECOMMENDED MOTION:

"I move to approve the contract with JUB Engineering at the Water Treatment Plant to determine the source and mitigation of the water hammer in the amount of \$43,387.00."

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:

The Fernley WTP is experiencing a surge event which occurs when the valve for process water initializes and the valve opens. The system is able to provide an initial volume of water, but an upstream PRV is unable to open in a timely manner which causes a potentially negative pressure in the system. When this occurs the backflow prevention valves close and pressure relief valves in the system begin to open. When this surge event occurs, the operators at the plant have to manually shut down the plant because the system continues to oscillate without full dissipation. The project will include data review, hydraulic model build, a surge analysis, and a separate static fire flow analysis of the unlooped system which is independent of the surge event. JUB will investigate the cause of the surge and under what plant conditions does it occur or not occur.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

The funding for this Project was approved in the current budget for fiscal year 2024/2025 under the Water Enterprise GL 510-166-100.

ATTACHMENTS:

1. 2025.04.16 Fernley Contract-JUB
2. JUB Proposal

CONTRACT

A Contract For Engineering Design Services

Formatted: Not Highlight

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

and

JUB Engineering
5190 Neil Road, Suite 5000
Reno, Nv 89502

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

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

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

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

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

2. **DEFINITIONS.**

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

3. **CONTRACT TERM.** This Contract shall be effective from the 16th day of April, 2025, to the 30th day of June, 2025, subject to appropriation.

Formatted: Superscript

Formatted: Superscript

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

CONTRACT

A Contract For ~~Engineering Design Services~~

Formatted: Not Highlight

and addressed to the other party at the address specified above.

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

JUB Engineering
5190 Neil Road, Suite 5000
Reno, Nv 89502

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

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

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

CONTRACT

A Contract For Engineering Design Services

Formatted: Not Highlight

9. INSPECTION & AUDIT.

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

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

CONTRACT

A Contract For ~~Engineering Design Services~~

Formatted: Not Highlight

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
- e. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
 - iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

CONTRACT

A Contract For ~~Engineering Design Services~~

Formatted: Not Highlight

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.

12. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.

13. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.

14. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

15. **INDEMNIFICATION.**

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

B. For claims unrelated to Contractor's professional services, ~~the~~ The CONTRACTOR agrees to hold harmless, indemnify, and defend the City, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, caused by any negligent or ~~intentional~~ wrongful acts, errors or omissions, either direct or passive, on the part of the Contractor, its Subs, their employees, agents, or representatives, arising from the performance of work under this Agreement. The collective group to be

Formatted: Strikethrough

CONTRACT

A Contract For Engineering Design Services

Formatted: Not Highlight

indemnified shall hereinafter be referred to as "Indemnitees." If an "Indemnitees" is found to be liable in the proceeding, then Contractor's obligation here under shall be limited to the proportional share of the liability attributed to the Contractor.

16. INDEPENDENT CONTRACTOR Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

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

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

CONTRACT

A Contract For Engineering Design Services

Formatted: Not Highlight

the latter of:

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

Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance:

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

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:

- 1) In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the

CONTRACT

A Contract For ~~Engineering Design Services~~

Formatted: Not Highlight

- terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and
- 2) Contractor is otherwise in compliance with those terms, conditions and provisions.

Commercial General Liability Insurance:

- 1) Minimum Limits required:
- | | |
|---------------------------|---|
| <u>\$1,000,000</u> | General Aggregate |
| <u>\$1,000,000</u> | Products & Completed Operations Aggregate |
| <u>\$1,000,000</u> | Personal and Advertising Injury |
| <u>\$1,000,000</u> | Each Occurrence |
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance:

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

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

Professional Liability Insurance:

- 3) Minimum Limit required: \$1,000,000 Each Claim, \$2,000,000 Aggregate.
- 4) Retroactive date: Prior to commencement of the performance of this Contract
- 5) Discovery period: Three (3) years after the termination date of this Contract.
- 6) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance:

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance:

- 1) Minimum Limit required: **\$10,000** Per Loss for Employee Dishonesty
- 2) This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

CONTRACT

A Contract For ~~Engineering Design Services~~

Formatted: Not Highlight

Performance Security:

- 1) Amount required: \$
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

- 1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, **The City of Fernley, its officers, employees and immune contractors** shall be named as additional insureds on Contractor's general and auto liability policies ~~for all liability arising from this Contract~~.
- 2) Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
- 5) Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the policy holder 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.
- 6) Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and
 - b. Currently rated by A.M. Best as "A- VII" or better.

Formatted: Strikethrough

Commented [JK1]: Note

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

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form

CONTRACT

A Contract For ~~Engineering Design Services~~

Formatted: Not Highlight

- substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) or equivalent, signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - 3) Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

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

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

19. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.

20. SEVERABILITY OF PARTS. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement,

CONTRACT

A Contract For ~~Engineering Design Services~~

Formatted: Not Highlight

and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

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

22. CITY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection. [Use or reuse of Contractor's work for any purpose other than intended by this Agreement shall be at the City's sole risk.](#)

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

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

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving

CONTRACT

A Contract For Engineering Design Services

Formatted: Not Highlight

- 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.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

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

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

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

26. GENERAL WARRANTY: Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall consistent with this professional standard of care, conform to ~~or exceed~~ the specifications set forth in the incorporated attachments, ~~and shall be fit for ordinary use, of good quality, with no material defects.~~

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective upon signing and only for the period of time specified in this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; VENUE. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in

CONTRACT

A Contract For Engineering Design Services

Formatted: Not Highlight

such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

29. INTEGRATED AGREEMENT. This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

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

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

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

33. INTERPRETATION OF AGREEMENT. This Agreement shall be construed

CONTRACT

A Contract For ~~Engineering Design Services~~

Formatted: Not Highlight

without regard to the Party or Parties responsible for its preparation, and shall be deemed to have been prepared collectively by the Parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any Party hereto on the basis that a Party prepared or drafted a particular provision of this Agreement.

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

~~NON-DISCRIMINATION & CDBG~~

Formatted: Bullets and Numbering

~~In connection with the performance of work under this contract, the 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. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.~~

~~b. The Contractor will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VII, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.~~

Formatted: Font: Arial

~~c. The Contractor will comply with the following provision: SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.~~

Formatted: Font: Arial

~~d. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and~~

Formatted: Font: Arial

CONTRACT

A Contract For Engineering Design Services

Formatted: Not Highlight

supplies.
~~e. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246, the Contractor will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the Contractor will document all affirmative steps taken to solicit minority businesses and will forward this documentation along with the names of the minority subcontractors and suppliers to the local government CDBG recipient upon request.~~

Formatted: Font: Arial

##

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

CITY MANAGER

City of Fernley

~~Christopher Good~~Benjamin Marchant

Telephone: 775-784-9900

~~CHRISTOPHER GOOD~~BENJAMIN MARCHANT

DATED this _____ day of _____, 20__.

CITY ATTORNEY

City of Fernley

~~Brandi Jensen~~Aaron Mouritsen, Esq.

Telephone: 775-784-9861

Fax: 775-784-9868

I have reviewed this Contract and approve as to its legal form.

~~BRANDI JENSEN~~AARON MOURITSEN

DATED this _____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Engineering Department

CONTRACT

A Contract For Engineering Design Services

Formatted: Not Highlight

Department Director

DATED this _____ day of _____, 20__.

Formatted: Indent: Left: 0"

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of April 16th, 2025, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

Formatted: Superscript

FERNLEY:

~~LEROY GOODMAN~~ NEAL E. MCINTYRE, MAYOR

DATED this _____ day of _____, 20__.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this _____ day of _____, 20__.

CONTRACT

A Contract For Engineering Design Services

Formatted: Not Highlight

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

CONTRACTOR

BY:

TITLE:

FIRM: JUB Engineering

BUSINESS LICENSE #:

Address: 5190 Neil Road, Suite 5000

City: Reno

State: NV

Zip Code: 89502

Telephone: / Fax #:

E-mail Address:

Formatted: No Spacing, Widow/Orphan control

Formatted: No Spacing, None, Widow/Orphan control

Formatted: No Spacing, Widow/Orphan control

Formatted: No Spacing, None, Widow/Orphan control

Formatted: No Spacing, Left

Formatted: No Spacing, None, Widow/Orphan control

Formatted: No Spacing, Widow/Orphan control

Formatted: Line spacing: 1.5 lines

(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: _____

CONTRACT

A Contract For ~~Engineering Design Services~~

Formatted: Not Highlight



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

December 13, 2024

Via email: spleitez@cityoffernley.org

Salvador A. Pleitez, P.E., MBA
Senior Project Manager
City of Fernley
595 Silver Lace Blvd
Fernley, NV 89048

RE: WATER TREATMENT PLANT SURGE ANALYSIS

Dear Salvador,

J-U-B ENGINEERS, Inc. (J-U-B) is pleased to submit this Proposal to provide Civil Engineering services for the above-referenced project, located in the City of Fernley.

The Scope of Services outlined on the following pages is based on our recent phone calls, emails and understanding of your needs and information provided to J-U-B.

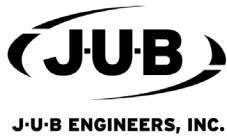
Fees stated in this proposal are valid for sixty (60) days after the date of this letter. We look forward to working with the City of Fernley on this important infrastructure project. Please do not hesitate to contact us if you have questions or need any additional information.

Best regards,

J-U-B ENGINEERS, Inc.

A handwritten signature in blue ink, appearing to read 'Mike Wilhelm'.

Mike Wilhelm, P.E.
Lead Program Manager



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Fernley WTP Surge Analysis

CLIENT: Ferney City

J-U-B PROJECT NUMBER: XX-XX-XXX

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED:** Click or tap to enter a date.; or

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The Fernley WTP is experiencing a surge event which occurs when the valve for process water initializes and the valve opens. The system is able to provide an initial volume of water, but an upstream PRV is unable to open in a timely manner which causes a potentially negative pressure in the system. When this occurs the backflow prevention valves close and pressure relief valves in the system begin to open. When this surge event occurs, the operators at the plant have to manually shut down the plant because the system continues to oscillate without full dissipation. The project will include data review, hydraulic model build, a surge analysis, and a separate static fire flow analysis of the unlooped system which is independent of the surge event. We will investigate the cause of the surge and under what plant conditions does it occur or not occur.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend 3 Client meetings to report project status.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.
11. QC Surge Analysis
12. Project Close Out

B. Task 020: Hydraulic Analysis

1. Subtask 001: Fire Flow Analysis
 - a. J-U-B will build a hydraulic model in AquaTwin Water and run a fire flow analysis for the Fernley Water Treatment Plant (WTP)
 - b. Assumptions:
 - i. We will analyze the system for 1 hydrant flow and will include flows from the tank and the PRV.
 - c. Deliverables:
 - i. Summary of Fire flow results will be included in the technical memo provided at the end of the project.
2. Subtask 002: Data Collection/Review
 - a. J-U-B will review available data from the Fernley WTP. This includes site drawings and available scada data.
 - b. Assumptions:
 - i. Fernley WTP operators can provide to J-U-B the building plans for WTP, including the utility sheets. Also assumed that there is SCADA data, including pressure data available.
 - c. Deliverables:
 - i. Summary of findings will be included in the technical memo.
3. Subtask 003: Surge Analysis
 - a. J-U-B will build a surge analysis in AquaTwin Surge. The model will include the tanks, the PRV's upstream of the WTP, and the piping and valving in the WTP. J-U-B will analyze the existing scenario to verify the model is simulating a similar surge event as is being experienced in the WTP. J-U-B will also build a scenario that includes surge mitigation measures.
 - b. Assumptions:
 - i. Scenario 1: Existing surge event
 - ii. Scenario 2: Surge event with surge mitigation measures
 - c. Deliverables:
 - i. Summary of recommended surge mitigation measures will be provided in the technical memo.
4. Subtask 004: Technical memo
 - a. J-U-B will summarize our findings and recommendations in a technical memo at the end of the project.
 - b. Assumptions:
 - i. Technical memo will include:
 - (a) Summary of Fireflow analysis
 - (b) Summary of findings from data review
 - (c) Results from the surge analysis
 - c. Deliverables:
 - i. Technical memo

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Site drawings including yard piping and WTP piping
 2. SCADA Data
 3. Valve data including settings

- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Additional modeling scenarios

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- C. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Estimated Amount Shown)	\$13,621	Concurrent with work progress
020	Hydraulic Analysis	Time and Materials (Estimated Amount Shown)	\$29,556	Concurrent with work progress
030	Reimbursable Expenses	Time and Materials (Estimated Amount Shown)	\$200	Concurrent with work progress
Total:			\$43,387	

- D. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-X.
- E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

Exhibit(s):

- Exhibit A-1: Fee Breakdown
- Exhibit B-1: J-U-B 2024 Rate Table

For internal J-U-B use only:

PROJECT LOCATION (STATE): Nevada

TYPE OF WORK: City

R&D: Yes or No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Distribution (W03)

ATTACHMENT A1- Fee Breakdown

PROJECT TITLE:		Fernley Water Treatment Plant Surge Analysis											
CLIENT:		City of Fernley											
JOB NUMBER:		49-24-xxx											
DATE:		December 13, 2024						J-U-B Engineers, Inc. Fee Estimate (Design Phase)					
		Principal	Program Manager Lead	Discipline Lead Sr	Project Engineer Sr	Project Engineer 2			Project Financial Accountant	Admin.	Trips	TOTAL HRS	TASK DIRECT COSTS
TASK NO	PROJECT TASK	\$285.00	\$254.00	\$264.00	\$239.00	\$198.00	\$0.00	\$0.00	\$109.00	\$90.00			
010. Project Management													
001 Admin													
1	Project financial set up & Contract	1							2			3	\$503.00
2	Project Planning/Risk Assessment		2									2	\$508.00
3	Coordinate QA/QC Process		2									2	\$508.00
4	Communicate/coordinate J-U-B activities		5									5	\$1,270.00
5	Communicate/coordinate subconsultant activities											0	\$0.00
6	Monthly invoices/budget status		4						4			8	\$1,452.00
7	Project Closeout		4		2	4	0	0	1			11	\$2,395.00
002 Meetings													
1	Kick-off mtg		3	2	2	2					1	9	\$2,164.00
2	60% review mtg		3								1	3	\$762.00
3	90% review mtg		3		2						1	5	\$1,240.00
4	Contingency		1		1							2	\$493.00
003 QC Reviews													
1	Surge			6	2							8	\$2,062.00
2	Contingency			1								1	\$264.00
020. Hydraulic Analysis													
001 Fire Flow Analysis													
1	Build model in Aquanuity				4	10						14	\$2,936.00
2	DEM for elevation from AGRC					2						2	\$396.00
3	Run Fire Flow scenario				1	4						5	\$1,031.00
4	Contingency				1	2						3	\$635.00
002 Data Review													
1	Obtain and review building drawings		2	2	2	6						12	\$2,702.00
2	Obtain and review SCADA data		2	2	2	6						12	\$2,702.00
3	Contingency		1	1	1	2						5	\$1,153.00
003 Surge Analysis													
1	Add surge event to the hydraulic model		1	1	4	6						12	\$2,662.00
2	Add surge mitigation options		1	2	2	12						17	\$3,636.00
3	Run Scenarios		2	2	6	20						30	\$6,430.00
4	Contingency		1	1	2	6						10	\$2,184.00
004 Report													
1	Technical Memo		1	1	4	6						12	\$2,662.00
2	Contingency				1	1						2	\$437.00
Sub -Total		1	38	21	39	89	0	0	7	0	3	195	\$43,187.00
		Shane D.	Mike W.	Jim L.	Nate S.	Taylor S.	Jon L.		Amber M.				
LABOR:													
Labor		1	38	21	39	89	0	0	7	0	3	195	\$43,187.00
		Cost	Air	Ground									
		Per Unit	Trips	Trips	Days	Hours							
EXPENSES:							Trip		Markup				
Air Travel		\$600.00	0				Miles		1.0				\$0.00
Mileage		\$0.670		3			80		1.0				\$200.00
Per Diem		\$59.000							1.0				\$0.00
Lodging		\$150.00							1.0				\$0.00
GPS Survey Unit		\$52.12				0			1.0				\$0.00
Printing/Misc.		\$0.00							1.0				\$0.00
SUBCONSULTANTS:													
-							\$0		1.1				\$0.00
							\$0		1.1				\$0.00
									1.1				\$0.00
Subtotal - Labor													\$43,187.00
Subtotal - Expenses													\$200.00
Subtotal - Subconsultants													\$0.00
Total - Project Design Services Fees													\$43,387.00

Exhibit B-1
J-U-B Engineers
Fee Schedule July 2024

Labor Category	Hourly Rate
Principal / Program Manager	\$240-\$299
Project Engineer – Senior/Discipline Lead	\$211-\$277
Project Manager	\$215-\$231
Project Engineer	\$180-\$210
Project Designer	\$141-\$172
CAD Designer	\$136-\$176
Environmental Specialist Lead/Senior	\$175-\$230
Environmental Scientist	\$103-\$155
Survey PLS – Senior/Discipline Lead	\$215-\$243
Survey PLS - Lead	\$170-\$198
Survey Technician – Lead/Senior	\$129-\$162
Assistant Surveyor	\$120-\$150
Assistant Designer/Intern	\$91-\$120
Survey Technician	\$97-\$129
Project Accountant	\$93-\$129
Administrative Assistant	\$63-\$90

- 1) Rates subject to change on a yearly basis.
- 2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.
- 3) A 10 percent markup will be applied to Subconsultant fees.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 16, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

100-320-150

ACTION REQUESTED: Motion

AGENDA ITEM:

(Possible Action) to approve the liquor license for All Points Grill.

AGENDA ITEM BRIEF:

(Possible Action) to approve the liquor license for All Points Grill.

RECOMMENDED MOTION:

"I move to approve the liquor license for All Points Grill."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

There are established liquor license procedures in the City of Fernley. Applicants are required to submit to a background check that is performed by the Lyon County Sheriff's Department. Lyon County Sheriff's Office recommended approval based on the background investigation conducted for Ms. Michelle Wilson. Background information is confidential and cannot be distributed.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

City Clerk's office collects liquor license fees that are reported under Liquor License revenue in the General Fund.

ATTACHMENTS:

None

Public Records and Personnel



NRS 239

Public Records Act

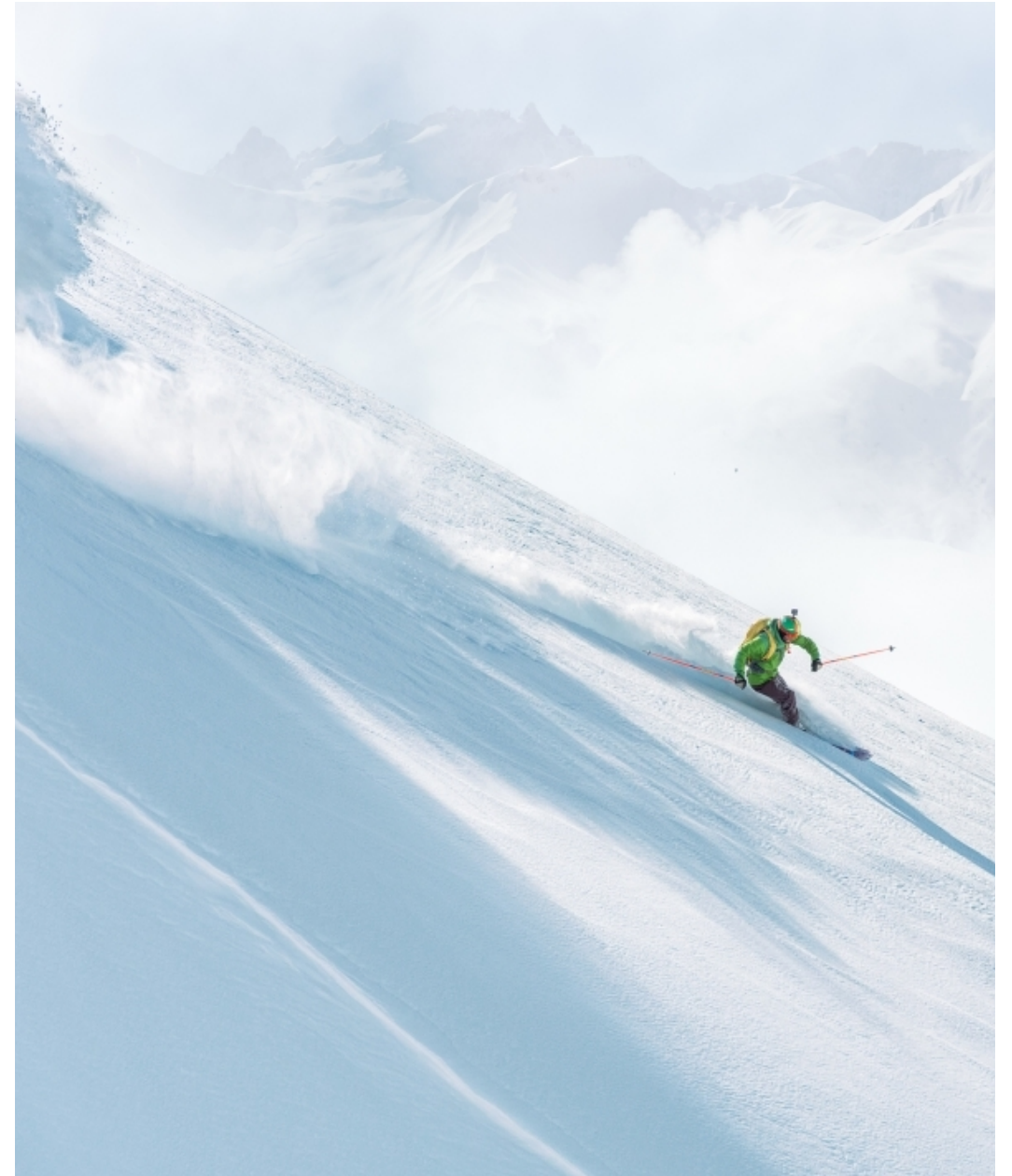
1. The purpose of this chapter is to foster democratic principles by providing members of the public with prompt access to inspect, copy or receive a copy of public books and records to the extent permitted by law;

3. Any exemption, exception or balancing of interests which limits or restricts access to public books and records by members of the public must be construed narrowly;





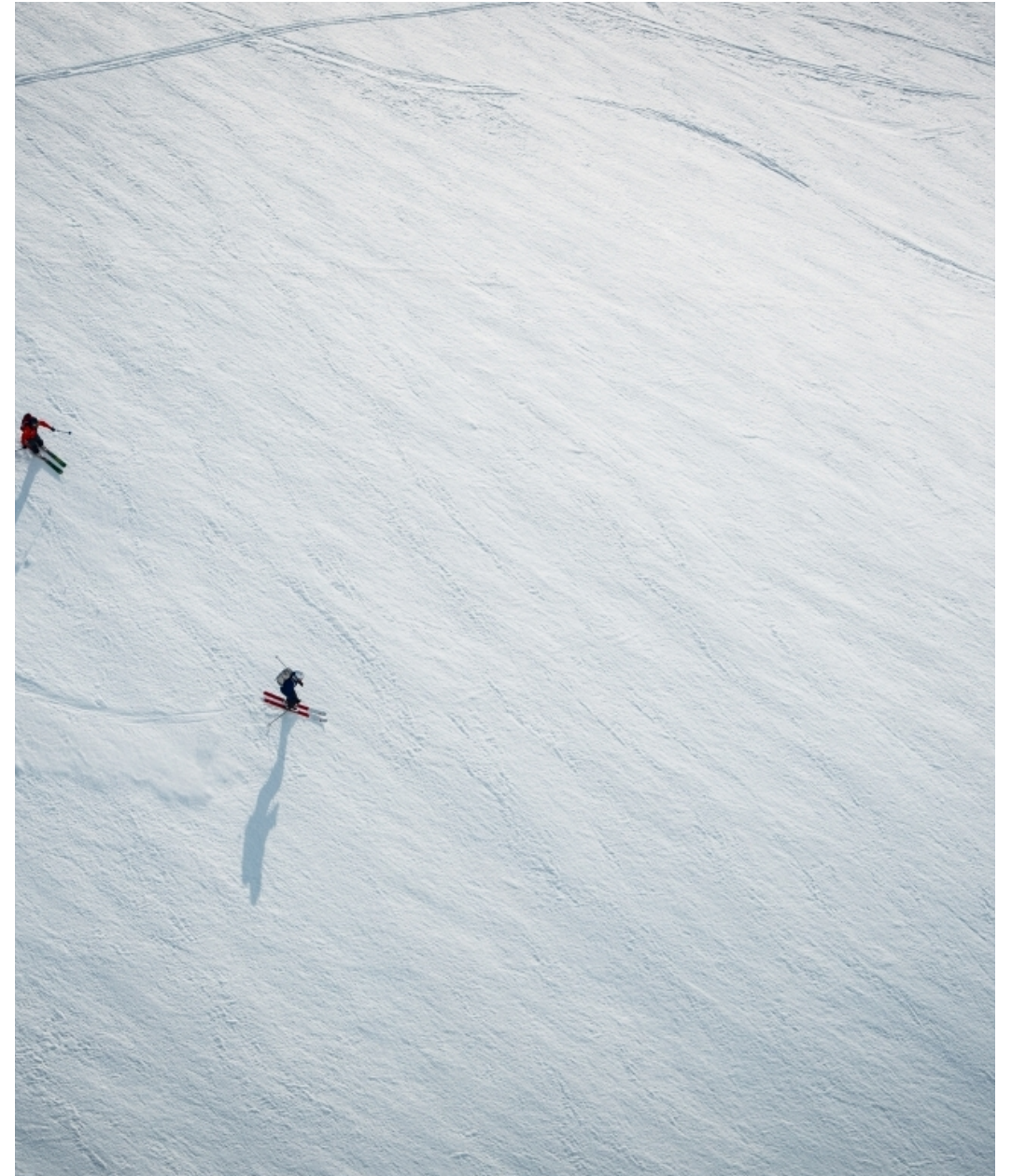
Nev. Admin Code
284.718(j)
State Documents
are confidential
related to “The
Employee’s
Performance”





Personnel Policies and Procedures 10.2.2

DOCUMENTATION OF THE
PERFORMANCE EVALUATION
BECOMES A PERMANENT RECORD
IN THE PERSONNEL FILE



Personnel Files 1.8.1

- “To the extent allowable by law, including specifically but without limitation Nevada’s Public Records Act, personnel files are confidential... Such information is subject to nondisclosure.”
- The types of files include, “...performance records”

Sec. 2.03.04. - Evaluations; employment decisions; discipline; removal.

(a)Evaluations. The city attorney shall be subject to an employee evaluation process once a year at a minimum. The city council may review the employee's file to see if there are relevant HR documents prior to conducting an evaluation on the city attorney. Said evaluations shall be conducted in compliance with the Open Meeting Law. Evaluations will be conducted by the mayor with an evaluation form that has been approved by the city council. The mayor shall use the city council evaluations as part of the final evaluation. The mayor has the discretion, but is not required to solicit a peer review from the statutory employees, using an approved peer review form.

CITY MANAGER

(2)ANNUAL EVALUATION. THE CITY MANAGER SHALL BE SUBJECT TO AN EMPLOYEE EVALUATION PROCESS ONCE A YEAR AT A MINIMUM. SAID EVALUATIONS SHALL BE CONDUCTED IN COMPLIANCE WITH THE OPEN MEETING LAW. EVALUATIONS WILL BE CONDUCTED BY THE MAYOR WITH AN EVALUATION FORM THAT HAS BEEN APPROVED BY THE CITY COUNCIL AND THE MAYOR. THE MAYOR HAS THE DISCRETION BUT IS NOT REQUIRED TO SOLICIT A PEER REVIEW FROM THE STATUTORY POSITIONS (USING AN APPROVED PEER REVIEW FORM).

The background of the slide is a light gray color. On the left side, there is a decorative pattern of stylized leaves and branches. The leaves are light green and have a simple, elongated shape. The branches are thin and light gray. Overlaid on the leaves and branches are several thin, white geometric lines, including straight lines, right angles, and a large 'X' shape, creating a modern, architectural feel.

Thank you



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 16, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lisa Warner

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Consideration and possible action on an Appeal (APP25001), submitted by Jim Cutler on behalf of King Construction, appealing the Planning Commission's approval of Tentative Parcel Map (TPM24002), the division of one existing $\pm$ 5-acre parcel into two (2) smaller parcels located at 2040 Farm District Road (APN 021-331-05) within an SF20 (Single-Family: 20,000 square feet lot minimum) zoning district. The appeal request is to remove Conditions of Approval 8 through 11 dealing with street improvements.

AGENDA ITEM BRIEF:

This item was considered by the Planning Commission on February 12, 2025 and was approved as presented by staff.

RECOMMENDED MOTION:

Denial:

"I move to deny Appeal (APP25001) and uphold the Planning Commission's approval of TPM24002 subject to Conditions of Approval 1 through 14."

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:

Approval:

"I move to approve Appeal (APP25001) associated with TPM24002 to remove the Conditions of Approval 8 through 11."

Note: Though further specific language has not been provided, all motions possible under Planning Commission parliamentary procedure are appropriate.

BACKGROUND:

The parcel has been under the ownership of the Edward and Jaynee King Trust since April 1981. There are currently two single-family residences on the property. The current parcel was created by a parcel map recorded in February 1981 (Document #58430). The parcel is $\pm$ 5-acres in size and is located at 2040 Farm District Road (APN: 021-331-05) in a SF20 (Single-Family; 20,000 square feet lot minimum) zoning district. The parcel is surrounded by Rural Residential zoned land to the North, South, East and West.

A Zoning Map Amendment (ZMA2019-001) and a Special Use Permit (SUP2019-002) were approved by City Council on June 19, 2019. The ZMA changed the zoning from RR-3T (Rural Residential; 5-acres minimum lot size with a mobile home overlay) to E2 (2nd Estates Residential – one half acre) which is now equivalent to SF20. The SUP was approved to allow for a second permanent dwelling, not considered an accessory dwelling unit, to be placed on the property.

This application was originally heard at the January 8, 2025, Planning Commission where it was continued to allow additional time for City staff and the applicant to discuss the required street improvements. Staff suggested the applicant submit a Zoning Map Amendment to rezone the parcel from SF20 to RR1/2 as the Rural Residential zoning designations require minimal street improvements. The applicant chose not to complete the Zoning Map Amendment and move forward with taking the Tentative Parcel Map application to Planning Commission.

At the time of the approval of the ZMA and SUP, the Development Code (from 2003) Section 44.040 – Streets or alleys adjoining development boundary stated:

1. "Existing road or alley rights-of-way. Existing roads or alleys shall be improved to full width pavement section. If required, curb, gutter and sidewalk shall be constructed only along the side or the road or alley abutting the development boundary. Curb, gutter and sidewalk do not have to be installed on the opposite side of the road or alley."
2. "New roads or alleys. If new adjoining roads or alleys are required, the development shall dedicate the one-half width of the required right-of-way if it is practical, to require the dedication of the other on-half when the adjacent property is developed. Such portion of the road or alley shall be distinctly designated as being a "portion only" and not full width. The road or alley shall be improved to a one-half width pavement section. If required, curb, gutter and sidewalk shall be constructed only along the side or the road or alley abutting the development boundary. All one-half roads shall have a minimum travel lane width of 24 feet, excluding curb, gutter and sidewalk."

The Development Code existing in 2019 (from 2003) required half-street improvements and the current Development Code (from 2020) requires half-street improvements; therefore, the requirement of half-street improvements has not changed.

Although there is currently no curb, gutter, and sidewalk along the west side of Browne Ln and Browne Ln is

paved to approximately the south end of the King's parcel, the City should uphold expectations that when street improvements are required per the Development Code, that street improvements are completed. Even though a half street pavement or curb, gutter, and sidewalk may not match up today, in time as the City grows, these street improvements will start to connect. If the City is not enforcing these development requirements, the City will eventually be responsible for the costs associated with the street improvements.

As this Appeal associated with TPM24002 is an Appeal to the Planning Commission's approval(s), the Appeal requires final action by the City Council.

Fernley Municipal Code allows an applicant to file an Appeal to the City Council of an action by the Planning Commission within 11 days of the decision, identifying all pertinent issues. The City Council shall review the Appeal against criteria 1 through 3 below and may affirm, modify, remand further consideration, or reverse the action.

1. The statement of purpose underlying the regulation of the improvement of land expressed in Nevada State law.
2. The plain language of the regulation and principles of interpretation in this Chapter and Nevada State law; and
3. Any applicable requirements of state or federal law.

The applicant has submitted the following considerations for granting APP25001 in favor of removing Conditions of Approval 8 through 11 and keeping the current zoning of SF20.

1. Applicant requests Conditions of Approval 8 through 11 be removed and the zoning remain the same.
2. The subdivision of the parcel is for estate planning purposes only and there is no further development planned at this time.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes (NRS) Chapter 278 – Planning and Zoning
Fernley Municipal Code (FMC), Title 32 – Development Code
City of Fernley Master Plan, August 2018

Specific References:

NRS 278.461 -278.469 – Parcel Maps

FMC 32.03.020, Table 32.02.020-1 – Development Code, Administration, Review and decision-making bodies, Summary Table of Development Code Procedures

FMC 32.03.060(d) – Development Code, Administration, Land division applications, Parcel Maps

FMC 32.03.090(e)(6)a-c _ Development Code, Administration, Modifications and appeals

FMC 32.06.030, Table 32.06.030-2 - Development Code, Zoning Districts, Conversion of previous zoning classifications or districts

FMC 32.06.070 – Development Code, Zoning Districts, Residential (SF20, SF12, SF9, SF6)

FMC 32.09.140, Table 32.09.140-2 – Development Code, Streets (Roadways), Road and utility line improvements for First Time Parcel Maps

FMC Chapter 32.09 – Development Code, Development Standards

Master Plan, Chapter 3, Page 63 – Land Use, Residential Uses

FMC 44.040 – Development Code, 2003, Streets or alleys adjoining development boundary

ATTACHMENTS:

1. Conditions of Approval 1.28.25
2. 19003-PM 9-12-24 SHEET 1
3. 19003-PM 9-12-24 SHEET 2
4. NOD with Conditions of Approval
5. FPC 2025.2.13 - 2.1 motion (002)

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. CONDITIONS OF APPROVAL 1.28.25
2. 19003-PM 9-12-24 SHEET 1
3. 19003-PM9-12-24 SHEET 2
4. NOD with Conditions of Approval
5. FPC 2025.02.13 - 2.1 motion (002)

Conditions of Approval for TPM24002

TENTATIVE PARCEL MAP

SCOPE AND DURATION OF APPROVAL

1. APPROVAL:

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

2. PROJECT DESCRIPTION:

THE PROJECT APPROVAL IS LIMITED TO THE SPLITTING OF AN EXISTING ± 5-ACRE PARCEL INTO TWO (2) SMALLER PARCELS, APPROXIMATELY ± 4.28-ACRES AND ± 31,199 SQUARE FEET GENERALLY LOCATED AT 2040 FARM DISTRICT ROAD (APN: 021-331-05), IN A SINGLE-FAMILY RESIDENTIAL, 20,000 SQUARE FEET MINIMUM (SF20) ZONING DISTRICT. THE PURPOSE OF THIS SUBDIVISION IS FOR ESTATE PLANNING ONLY AS THERE IS NO FURTHER DEVELOPMENT PLANNED AT THIS TIME.

3. EXPIRATION DATE:

THE TENTATIVE PARCEL MAP SHALL EXPIRE WITHIN FOUR (4) YEARS OF THE DATE OF THE PLANNING COMMISSION APPROVAL, UNLESS THE FINAL MAP HAS BEEN RECORDED.

4. GOVERNING DOCUMENTS:

ALL CITY OF FERNLEY MUNICIPAL CODE (FMC) REFERENCES HEREIN PERTAIN TO THE VERSION OF THE CODE ESTABLISHED BY ORDINANCE NUMBER 2023-008, UNLESS OTHERWISE NOTED. THE DEVELOPER MAY SUBSTITUTE REQUIREMENTS ESTABLISHED IN FUTURE FMC UPDATES, IF APPROVED BY THE ADMINISTRATOR.

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

DESIGN STANDARDS

5. DESIGN STANDARDS:

THE DEVELOPER SHALL COMPLY WITH THE DESIGN STANDARDS AND REGULATION AS SET FORTH IN THE CITY OF FERNLEY'S DEVELOPMENT CODE AND PUBLIC WORKS MANUAL UNLESS IN CONFLICT WITH THE LOCAL, STATE, OR FEDERAL REGULATIONS, IN WHICH CASE THE MORE STRINGENT REGULATION WILL TAKE PRECEDENCE.

6. ENGINEERING DEPARTMENT:

THE DEVELOPER SHALL COMPLY WITH ALL ENGINEERING REQUIREMENTS WITHIN FERNLEY MUNICIPAL CODE TITLE 32, INCLUDING BUT NOT LIMITED TO, COMPLIANCE WITH SITE DEVELOPMENT STANDARDS, FLOODPLAIN MANAGEMENT, ROADWAYS, UNDERGROUNDING OF UTILITIES, AND WATER AND WASTEWATER FACILITIES TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR PRIOR TO THE RECORDATION OF ANY FINAL MAP FOR THE PROJECT.

7. LEGAL ACCESS:

THE DEVELOPER SHALL DEMONSTRATE THAT LEGAL ACCESS IS PROVIDED TO EACH PROPOSED PARCEL TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR PRIOR TO THE RECORDATION OF THE FINAL PARCEL MAP FOR THE PROJECT.

Conditions of Approval for TPM24002

TENTATIVE PARCEL MAP

GRADING AND CIVIL PERMIT CONDITIONS

8. THE DEVELOPER SHALL PROVIDE CURB, GUTTER, SIDEWALK, AC PAVEMENT, UNDERGROUND UTILITIES, STREET LIGHT IMPROVEMENTS, AND HALF-STREET PAVING/PAVEMNT RECONSTRUCTION ON BROWNE LANE ALONG THE FRONTAGE OF BOTH PROPOSED PARCELS PRIOR TO RECORDATION OF THE FINAL PARCEL MAP OR BONDING IN PLACE TO COVER REQUIRED IMPROVEMENTS PER FERNLEY MUNICIPAL CODE 32.09.140 – STREETS.
9. DEVELOPER SHALL DEDICATE THE ACCESS EASEMENT LONG THE FRONTAGE OF BOTH PROPOSED PARCELS ON BROWN LANE TO THE CITY OF FERNLEY.
10. DEVELOPER SHALL PROVIDE A DRAINAGE REPORT WITH THE FINAL PARCEL MAP WHICH COVERS THE REQUIRED IMPROVEMENTS TO BROWNE LANE.
11. DEVELOPER SHALL PROVIDE A GEOTECHNICAL REPORT TO COVER THE ROADWAY IMPROVEMENTS.

REGULATORY AGENCIES

12. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

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

13. FEDERAL, STATE, AND LOCAL AGENCIES:

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

14. NEVADA FEVISED STATUES 278 COMPLIANCE:

THE FINAL MAP SHALL CONFORM TO THE FORM AND CONTENTS OF A FINAL PARCEL MAP AS REQUIRED BY NRS 278.

OWNER’S CERTIFICATE

THIS TO CERTIFY THAT THE UNDERSIGNED, THE EDWARD W. KING AND JAYNEE R. KING, AS TRUSTEES OF THE KING FAMILY TRUST ARE THE OWNER'S OF THAT TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278; AND THE OWNER HEREBY GRANTS TO ALL PUBLIC UTILITY COMPANIES (INCLUDING CABLE TV), THE PERMANENT EASEMENTS SHOWN ON THIS PLAT FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY SYSTEMS, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOREVER.

EDWARD W. KING
JAYNEE R. KING
BY: OWNER

EDWARD W. KING TRUSTEE

JAYNEE R. KING TRUSTEE

STATE OF NEVADA } S.S.
COUNTY OF LYON }
SIGNED BEFORE ME ON THIS _____ DAY OF _____, 2024.
BY EDWARD W. KING

NOTARY PUBLIC _____ DATE _____

STATE OF NEVADA } S.S.
COUNTY OF LYON }
SIGNED BEFORE ME ON THIS _____ DAY OF _____, 2024.
BY JAYNEE R. KING

NOTARY PUBLIC _____ DATE _____

COUNTY CLERK'S CERTIFICATE

I, NIKKI BRYAN, LYON COUNTY CLERK/TREASURER HEREBY CERTIFY THAT THERE ARE NO LIENS FOR UNPAID STATE, COUNTY, CITY OR LOCAL TAXES OR SPECIAL ASSESSMENTS AND THAT ALL TAXES FOR THE FISCAL YEAR HAVE BEEN PAID ON PROPERTY, THE SUBJECT OF THIS MAP. (APN 021-331-05)

LYON COUNTY CLERK/TREASURER
BY _____ DATE _____

NAME & TITLE

TCID CERTIFICATE

I, RUSTY D. JARDINE, ESQ., MANAGER OF THE TRUCKEE-CARSON IRRIGATION DISTRICT ("DISTRICT") CERTIFY THAT:

1. THE PARCEL(S) DEPICTED ON THIS MAP IS/ARE SITUATE WITHIN THE GEO-PHYSICAL BOUNDARIES OF THE NEWLANDS FEDERAL RECLAMATION PROJECT (PROJECT) ESTABLISHED BY ACT OF CONGRESS IN 1902 (32 Stat. 388), RESERVED TO THE UNITED STATES (THROUGH THE BUREAU OF RECLAMATION OF THE DEPARTMENT OF THE INTERIOR), IS/ARE AN EASEMENT(S) AND/OR RIGHT(S) OF WAY, AS DEPICTED HEREIN, FOR THE CONSTRUCTION, MAINTENANCE AND/OR OPERATION OF PROJECT CANALS, DITCHES, AND/OR DRAINS, PURSUANT TO THE ACT BY CONGRESS OF 1890 (26 Stat. 391). OBSTRUCTIONS WITHIN THE EASEMENT(S) AND/OR RIGHT(S) OF WAY THAT WOULD INTERFERE WITH THE CONSTRUCTION, MAINTENANCE AND OPERATION OF CANALS, DITCHES, AND/OR DRAINS, ARE NOT PERMITTED..
2. THE DISTRICT IS THE CONTRACTOR FOR THE UNITED STATES, THROUGH THE BUREAU OF RECLAMATION OF THE DEPARTMENT OF THE INTERIOR, AND IS RESPONSIBLE FOR THE CARE, OPERATION, AND MAINTENANCE OF ALL PROJECT WORKS, INCLUDING, WITHOUT LIMITATION, CANALS, DITCHES, AND DRAINS.
3. THE PARCEL(S) DEPICTED HEREIN IS/ARE SUBJECT TO SURFACE WATER DELIVERY POLICIES OF THE TRUCKEE-CARSON IRRIGATION DISTRICT.
4. REVIEW AND APPROVAL OF THIS MAP BY THE DISTRICT IS LIMITED TO EASEMENTS, WATER RIGHTS, AND THE APPLICABILITY OF SURFACE WATER DELIVERY POLICIES OF THE DISTRICT. REVIEW AND CERTIFICATION HEREOF IS NOT INTENDED TO CREATE ANY RELIANCE, OR EXPECTATION, OR WARRANTY, BY THE PROPERTY OWNERS(S), THAT THE DISTRICT HAS UNDERTAKEN ANY REVIEW HEREOF OTHER THAN THAT EXPRESSLY STATED HEREIN. THE DISTRICT DOES NOT ENGAGE IN, NOR IS THE SAME RESPONSIBLE FOR, ANY ASSESSMENT, CERTIFICATION, INSPECTION, REVIEW OR APPROVAL OF HYDROLOGIC CONDITIONS THAT DO OR MAY EXIST VIS-A-VIS THE PARCEL(S) HEREIN DEPICTED, AS RELATING TO CONDITIONS, INCLUDING, WITHOUT LIMITATION, CHANGES IN SURFACE OR GROUND WATER CONDITIONS, WATER TABLES, OR FLOODING, AS THE SAID CONDITIONS DO, OR MAY HAVE, AN EFFECT UPON THE CONSTRUCTION, PLACEMENT, OR USE-ABILITY OF ANY STRUCTURE(S) NOW EXISTING UPON THE PARCEL(S) OR AS TO ANY STRUCTURES THAT MAY BE PLACED UPON THE SAME IN THE FUTURE.
5. IT IS THE DUTY OF THE OWNERS(S), THROUGH ASSISTANCE OF A LICENSED PROFESSIONAL ENGINEER AS NECESSARY, TO ENGAGE IN APPROPRIATE CONSTRUCTION PLANNING AND/OR REVIEW, AND/OR PLACEMENT OF STRUCTURES ON THE PARCEL(S), SO AS TO ELIMINATE OR MINIMIZE DAMAGE THERETO FROM ANY CAUSE OR CAUSES ASSOCIATED WITH THE PROXIMITY TO SURFACE OR GROUND WATER SOURCES, THE EFFECT OF THE EXISTING WATER TABLE UPON EXISTING OR PROPOSED STRUCTURES AND/OR FACILITIES, AND/OR THE RESULT OF FLOODING TO EXISTING OR PLANNED STRUCTURES OR FACILITIES.
6. ANY WATER RIGHTS DEPICTED ON THIS MAP ARE INTENDED ONLY AS A REPRESENTATION OF SUCH WATER RIGHTS THAT ARE OR MAY BE APPURTENANT TO THIS/THESE PARCEL(S). THE ACCURACY OF SUCH WATER RIGHTS, THEIR OWNERSHIP, ACTUAL LEGAL STATUS, PLACEMENT TO BENEFICIAL USE, OR THE CONDITIONS THAT MAY EXIST UPON THEIR USE, HAVE NOT BEEN VERIFIED BY A LICENSED WATER RIGHT SURVEYOR OR PROFESSIONAL ENGINEER. THE VALIDITY OF SUCH WATER RIGHTS MAY BE SUBJECT TO SALE, TRANSFER, AND/OR EXISTING OR THREATENED LITIGATION. RELIANCE UPON THE REPRESENTATIONS BORNE BY THIS MAP AS TO WATER RIGHTS, THEIR EXISTENCE, AND/OR VERIFICATION, IS NOT WARRANTED.

BENJAMIN D. SHAWCROFT ESQ. _____ DATE _____
DISTRICT MANAGER

CITY SURVEYOR’S CERTIFICATE

I HEREBY CERTIFY THAT THE FINAL PARCEL MAP HAS BEEN EXAMINED AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

KAITLIN CONSTANTINE _____ DATE _____
P.L.S. 30222
ACTING CITY SURVEYOR

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT THE SUB-DIVIDER OFFERING THIS PLAT, IS THE ONLY OWNER OF RECORD OF SAID LAND; THAT ALL OWNERS OF RECORD OF THE LAND HAVE SIGNED THE FINAL MAP; THAT NOVASEL & SCHWARTZ INVESTMENTS, INC., A PROFIT SHARING PLAN HOLDS OF RECORD A SECURITY INTEREST/DEED OF TRUST DOC. NO. 578909 IN SAID LAND AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL, OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS.

TIRCOR TITLE OF NEVADA INC. _____
BY: _____ DATE _____

TITLE: _____

RIGHT TO FARM

THE LANDS SHOWN HEREON ARE SUBJECT TO THE PROVISIONS AS SET FORTH BY CITY OF FERNLEY CITY CODE.

GIS CERTIFICATE

A DIGITAL COPY OF THIS MAP HAS BEEN DELIVERED TO THE CITY OF FERNLEY AND LYON COUNTY GIS DEPARTMENTS.

CITY OF FERNLEY GIS DEPARTMENT

SIGNATURE _____ PRINT NAME / TITLE _____ DATE _____

LYON COUNTY GIS DEPARTMENT

SIGNATURE _____ PRINT NAME / TITLE _____ DATE _____

CITY OF FERNLEY CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE CITY OF FERNLEY WATER, WASTEWATER, ROADWAYS AND DRAINAGE STANDARDS AND REGULATIONS AND THAT ALL REQUIRED IMPROVEMENTS HAVE BEEN COMPLETED OR PROPER FINANCIAL SECURITY HAS BEEN POSTED GUARANTEEING COMPLETION OF THE IMPROVEMENTS.

CITY OF FERNLEY ENGINEER _____ DATE _____

PRINT NAME / TITLE

SURVEYOR’S CERTIFICATE

I, MICHAEL TALONEN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AND IS SUFFICIENT TO LOCATE AND IDENTIFY PROPERLY THE PROPOSED PARCEL MAP.
2. ALL CORNERS AND ANGLE POINTS OF THE PARCEL MAP HAVE BEEN DEFINED BY MONUMENTS AND ARE OF SUFFICIENT NUMBER AND DURABILITY OR WILL BE OTHERWISE DEFINED ON A DOCUMENT OF RECORD AS REQUIRED BY NRS 625.340.
- THE LAND SURVEYED LIES WITHIN SECTION 20, T20N, R25E, MDM, FERNLEY, NEVADA AND THE SURVEY WAS COMPLETED ON SEPTEMBER 11, 2024.
4. THE SURVEY WAS CONDUCTED AT THE INSTANCE OF THE EDWARD W. KING.
5. THIS PLAT COMPLIES WITH APPLICABLE STATUTES OF THIS STATE AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL, AND THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH CHAPTER 625 OF THE NEVADA ADMINISTRATIVE CODE.
6. THE MAP IS NOT IN CONFLICT WITH THE PROVISIONS OF NRS 278.010 TO 278.630, INCLUSIVE.

MICHAEL TALONEN (PLS) _____ DATE _____

EXP. 06/30/2026



RECORDER’S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF _____
ON THIS _____ DAY OF _____, 2019
AT _____ MIN. PAST _____ M. IN BOOK _____ PAGE _____
OF THE OFFICIAL RECORDS OF LYON COUNTY, NEVADA.
RECORDING FEE _____
FILE No. _____

RECORDER
TCID #18-005

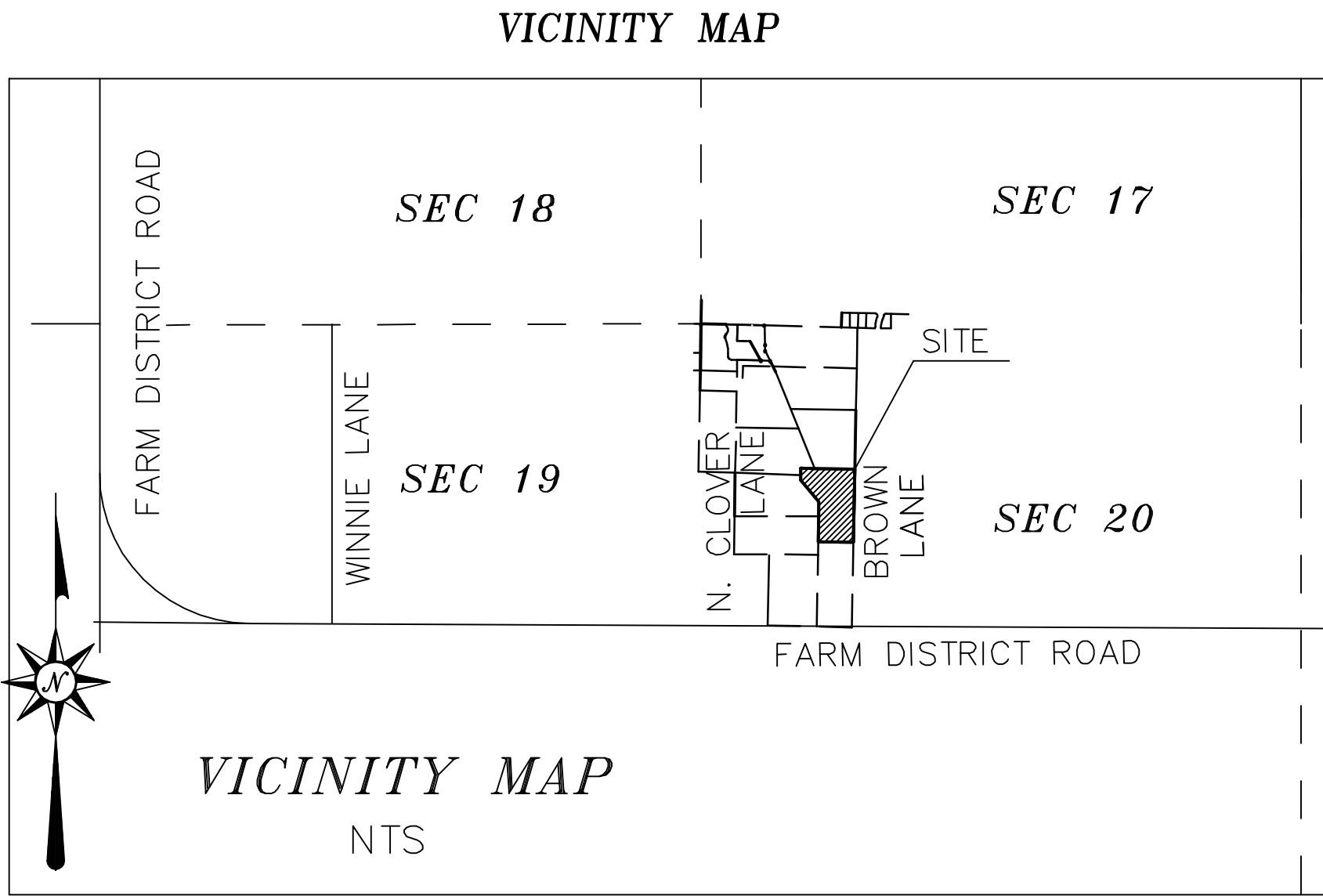
TENTATIVE PARCEL MAP

FOR
EDWARD W. KING AND JAYNEE R. KING, AS TRUSTEES OF
THE KING FAMILY TRUST

A DIVISION OF PARCEL 2 OF PARCEL MAP FILE 58430
SITUATE IN SECTION 20, T20N, R25E, MDM

FERNLEY, NEVADA

SHEET 1 OF 2



NOTES

1. 5' PUE ON BOTH SIDES OF INTERIOR LOT LINES AND 5' ON EXTERIOR LOT LINES OR AS SHOWN.
2. TWO NEW PARCELS HAVE BEEN CREATED AS A RESULT OF THIS MAP.
3. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED SPECIFICALLY TO NV ENERGY & CHARTER COMMUNICATIONS WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY FACILITIES TO THAT PARCEL/LOT AND THE RIGHT TO EXIT THAT PARCEL/LOT WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING OTHER PARCELS/LOTS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNERS OF RECORD, AT THE TIME AND THE UTILITY COMPANY.
4. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED SPECIFICALLY TO SOUTHWEST GAS CORPORATION WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INGRESS/EGRESS, INSTALLING, MAINTAINING, INSPECTING AND REPAIRING UTILITY FACILITIES WHICH PROVIDE SERVICE TO THAT PARCEL/LOT, WITH THE RIGHT TO EXIT THAT PARCEL/LOT WITH ADDITIONAL UTILITY FACILITIES FOR THE PURPOSE OF SERVING OTHER PARCELS/LOTS.
5. A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED SPECIFICALLY TO NEVADA BELL COMPANY, D/B/A AT&T NEVADA, WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INGRESS/EGRESS, INSTALLING, MAINTAINING, INSPECTING AND REPAIRING UTILITY FACILITIES WHICH PROVIDE SERVICE TO THAT PARCEL/LOT, WITH THE RIGHT TO EXIT THAT PARCEL/LOT WITH ADDITIONAL UTILITY FACILITIES FOR THE PURPOSE OF SERVING OTHER PARCELS/LOTS.
6. ALL PUBLIC UTILITY EASEMENTS SHALL INCLUDE CABLE TV.

UTILITY COMPANY CERTIFICATE

THE UTILITY EASEMENTS SHOWN HEREON THIS PARCEL MAP HAVE BEEN CHECKED, BY THE UNDERSIGNED CABLE TV AND PUBLIC UTILITY COMPANIES.

SIERRA PACIFIC POWER COMPANY, D.B.A. NV ENERGY _____ DATE _____

PRINT NAME / TITLE

NEVADA BELL TELEPHONE COMPANY D.B.A. AT&T NEVADA _____ DATE _____

PRINT NAME / TITLE

CHARTER COMMUNICATIONS _____ DATE _____

PRINT NAME / TITLE

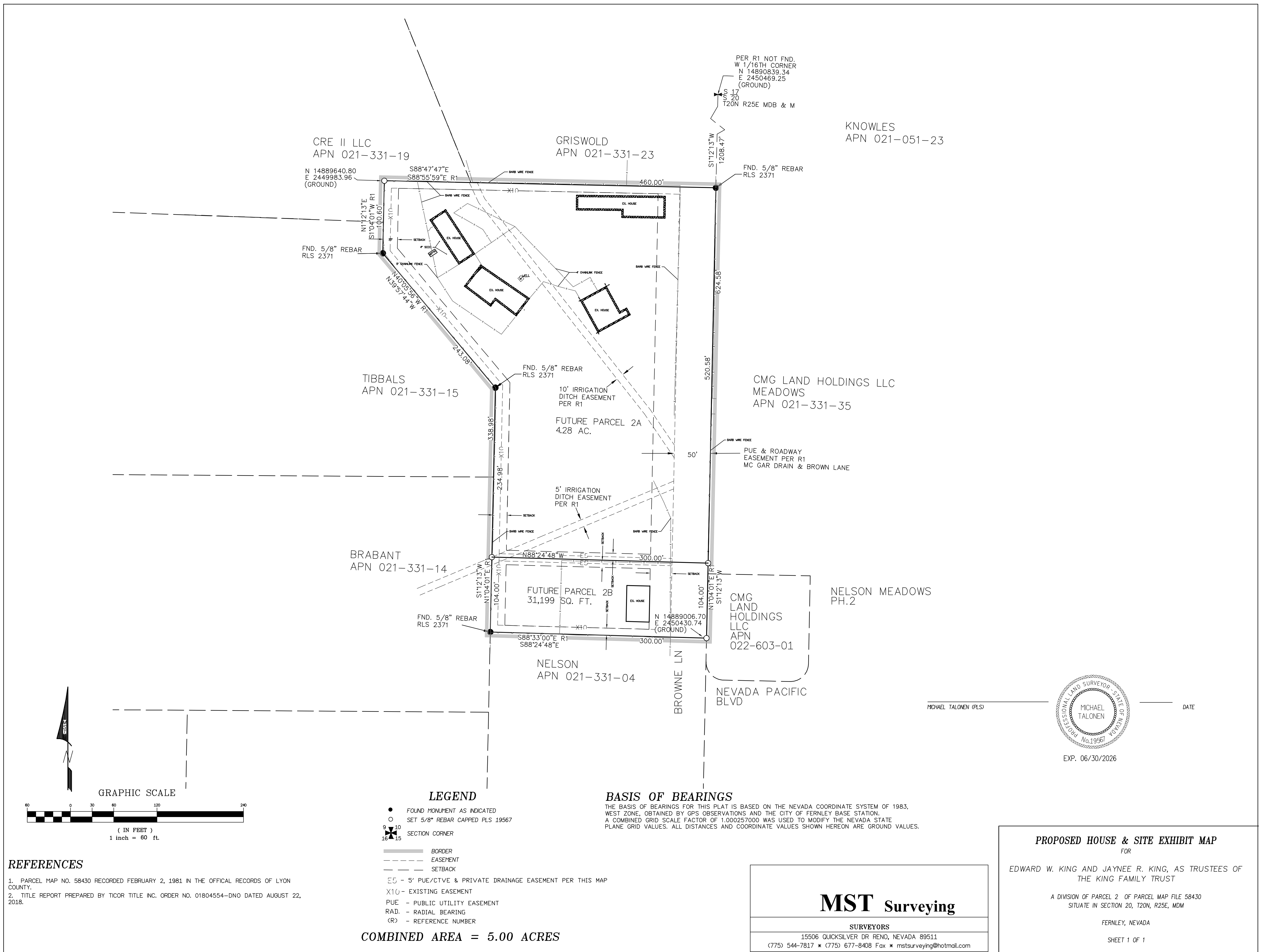
SOUTHWEST GAS CORP. _____ DATE _____

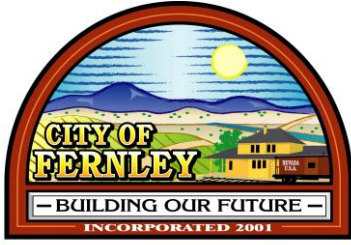
PRINT NAME / TITLE

MST Surveying

SURVEYORS

15506 QUICKSILVER DR RENO, NEVADA 89511
(775) 544-7817 * (775) 677-8408 Fax * mstsurveying@hotmail.com





Planning Department

Permits
Planning
Development Review
Sustainability

August 14, 2019

Edward & Jaynee King
2040 Farm District Road
Fernley, NV 89408

RE: Notice of Decision for (ZMA 2019-001 and SUP 2019-002) a Zoning Map Amendment and Special Use Permit for 2040 Farm District Road

Dear Applicant:

A Zoning Map Amendment, ZMA 2019-001, request to change the zoning from RR-3T (Rural Residential, 5-Acre Minimum Parcel Size with a Mobile Home Overlay) to E-2 (2nd Estates Residential, One-Half Acre) on a site approximately $\pm$ 5.0 acres located at 2040 Farm District Road, Fernley, NV (APN: 021-331-05) was approved and adopted via ordinance by City Council on June 19, 2019. The effective date of the ordinance and this zone change was July 16, 2019.

A Special Use Permit (SUP 2019-002) request to allow for a second permanent dwelling located at 2040 Farm District Road, Fernley, NV (APN: 021-331-05) was approved at the June 19, 2019 City Council Meeting and is subject to the fulfillment of the **Conditions of Approval 1 through 9** as listed in the attached document.

If you have any questions concerning this decision, please contact me at (775) 784-9811 or via email at ojohn@cityoffernley.org.

Sincerely,

Olivia John,
Assistant Planner

cc: Jim Cutler, jcutler0409@gmail.com
Lyon County Assessor's Office
City of Fernley GIS Technician

Attachments: SUP 2019-002 - Conditions of Approval

Conditions of Approval for SUP 2019-002
Special Use Permit

1. APPROVAL:

THIS SPECIAL USE PERMIT IS SUBJECT TO THE APPROVAL OF THE ASSOCIATED ZONING MAP AMENDMENT. THIS PROJECT SHALL BE APPROVED AS SUBMITTED AND CONDITIONED ONCE THE ORDINANCE APPROVING THE ZONING MAP AMENDMENT IS RECORDED. ANY SUBSTANTIVE CHANGE SHALL REQUIRE REVIEW AND APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL AS AN AMENDMENT TO THIS SPECIAL USE PERMIT.

2. EXPIRATION DATE:

THE SPECIAL USE PERMIT SHALL EXPIRE WITHIN ONE (1) YEAR OF THE DATE OF PLANNING COMMISSION APPROVAL, UNLESS THE PERMITTED USE HAS BEEN ESTABLISHED OR CONSTRUCTION TO ACCOMMODATE THAT USE HAS BEGUN AND IS BEING DILIGENTLY PURSUED. A ONE-YEAR EXTENSION MAY BE GRANTED BY THE PLANNING COMMISSION IF REQUESTED PRIOR TO THE EXPIRATION DATE OF THE SPECIAL USE PERMIT.

3. WATER RIGHTS:

THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING THE DEDICATION OF WATER RIGHTS, INCLUDING ASSOCIATED FEES, FOR THE CONNECTION TO THE CITY'S MUNICIPAL WATER SYSTEM IN THE AMOUNT THAT IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY FUTURE PROJECT.

4. ACCESS:

THE DEVELOPER SHALL DEMONSTRATE THAT LEGAL ACCESS IS PROVIDED TO ANY FUTURE DEVELOPMENT TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER AND PUBLIC WORKS DIRECTOR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY FUTURE PROJECT.

5. DRAINAGE AND GRADING:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF CHAPTER 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 PERMIT FOR ANY FUTURE PROJECT.

6. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT TO THE APPROVAL OF THE FIRE CHIEF AND ADMINISTRATOR PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY FUTURE PROJECT.

Conditions of Approval for SUP 2019-002
Special Use Permit

7. BUILDING DEPARTMENT:

THE APPLICANT SHALL COMPLY WITH ALL REQUIREMENTS OF THE BUILDING DIVISION TO THE APPROVAL OF THE BUILDING OFFICIAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR ANY FUTURE PROJECT.

THE PROPOSED SECOND PERMANENT DWELLING SHALL BE CONSTRUCTED ON A FOUNDATION PERMANENTLY AFFIXED TO THE LOT IN A LOCATION THAT WILL CREATE THE LEAST AMOUNT OF IMPACT TO THE ADJACENT PROPERTIES AND PROPOSED DEVELOPMENT.

8. ENGINEERING/PUBLIC WORKS:

THE DEVELOPER SHALL COMPLY WITH ALL THE REQUIREMENTS OF THE CITY OF FERNLEY MUNICIPAL CODE AND PUBLIC WORKS DESIGN MANUAL FOR THE CONSTRUCTION OF ANY PUBLIC OR PRIVATE INFRASTRUCTURE TO THE APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR PRIOR TO THE ISSUANCE OF ANY GRADING/BUILDING PERMIT FOR ANY FUTURE PROJECT.

APPLICANT SHALL EXTEND THE EXISTING WATERLINE IN BROWNE LANE TO THE PARCEL AND CONNECT THE PROPOSED SINGLE FAMILY RESIDENCE INTO THE CITY'S WATER SYSTEM. APPLICANT WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH DESIGN, PERMITTING AND CONSTRUCTION OF THE WATERLINE AND ALL APPURTENANCES, INCLUDING BUT NOT LIMITED TO, SURVEYING, DESIGN COSTS, CONNECTION FEES, PERMIT FEES, INSTALLATION COSTS, INSPECTION COSTS, UTILITY DEPOSITS, ETC. THE WATERLINE SHALL BE LOCATED WITHIN A PUBLIC UTILITY EASEMENT DEDICATED TO THE CITY OF FERNLEY.

9. DESIGN STANDARDS:

THE DEVELOPER SHALL COMPLY WITH ANY DESIGN STANDARDS AND REGULATIONS AS SET FORTH IN THE CITY OF FERNLEY DEVELOPMENT CODE UNLESS IN CONFLICT WITH THE LOCAL, STATE OR FEDERAL REGULATIONS, IN WHICH CASE THE MORE STRINGENT REGULATION WILL TAKE PRECEDENCE.

I move to approve the tentative parcel map request associated with TPM 24002, subject to conditions of approval 1 through 14, as presented by staff and based on findings TPB1 through TPM6, and the supporting data as set forth in the staff report based on this property remaining SF20. I additionally move to approve the tentative parcel map removing findings or conditions 8 through 11 based on the property being rezoned from SF20 to RR1 1/2 and finding TPM 6 will be met, because the only requirement still applicable is the repaving of the street and the other half of the street and the section of Brown north of that is not paved. It does not make sense to require just the paving of half of one street.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 16, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action to approve a Memorandum of Understanding (MOU) between the Bureau of Land Management (BLM) Sierra Front Field Office and the City of Fernley for the purposes of land conveyance for Fernley Land Conveyance Phase 2 under the National Defense Authorization Act.

AGENDA ITEM BRIEF:

On December 19, 2014, Congress passed the National Defense Authorization Act (H.R. 3919). This Act included Section 2009(c) titled "Conveyance to the City of Fernley, NV, commonly referred to as the "2013 Lands Bill". This MOU is the second MOU that the City has entered into with the BLM and will establish the relationship between the BLM and the City of Fernley regarding respective roles, responsibilities, conditions, and procedures for land conveyance for Fernley Land Conveyance Phase 2. Land conveyance includes compliance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), the Federal Land Management and Policy Act, and the Recreation and Public Purposes Act.

RECOMMENDED MOTION:

I move to approve the MOU between the BLM Sierra Front Field Office and the City of Fernley for the purposes of land conveyance under the National Defense Authorization Act.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council may choose to not enter into a MOU with the BLM.

BACKGROUND:

Efforts began many years ago to have Congress work on a Federal Lands Bill to address the checkerboard of Federal Land within the City limits of Fernley.

On August 15, 2012, the Fernley City Council voted to approve Resolution 2012-10 supporting the Fernley Lands Conveyance Bill introduced by Congressman Mark Amodei.

On December 19, 2014, Congress passed the National Defense Authorization Act (H.R. 3913). This Act included Section 3009(c) titled "Conveyance to the City of Fernley, NV", commonly referred to as the Lands Bill. The project area is depicted on a Congressional map dated January 25, 2013. The conveyance area includes approximately 9,779 acres of public lands. Approximately 7,463 acres are located within the Carson City District, and 2,316 acres are located within the Winnemucca District. The Carson City District has been designated as the Nevada BLM lead for this project.

On December 28, 2016, Fernley City Council approved an MOU between the BLM and the City of Fernley regarding respective roles, responsibilities, conditions, and procedures for the land conveyance of approximately 9,779 acres of public lands. This MOU provided guidelines for the Phase 1 land conveyance, which is still in progress.

On November 13, 2019, the City of Fernley entered into a contract with Wood Rodgers initially for coordination services with the Bureau of Reclamation (BOR) and BLM to facilitate and complete required baseline studies, NEPA compliance, and concept layouts for eight parcels of public lands in compliance with the Recreation and Public Purposes Act.

On June 10, 2020, a Cost Reimbursement Agreement for \$21,000 was initiated between the City of Fernley and the BLM Sierra Front Field Office – NVN 093783. The Cost Reimbursement Agreement establishes procedures to reimburse BLM for costs incurred in the processing of a land conveyance pursuant to the National Defense Authorization Act. Processing may include coordination, preparation, administration and approval of necessary environmental analyses, preparation of the administrative record, compliance checks, surveys, and any other necessary processing and monitoring actions consistent with the final determination.

On January 9, 2020, the City released a request for proposals (RFP) to seek development proposals from qualified firms for the opportunity to purchase and develop ten parcels of Federal land to be conveyed through the process established by the Lands Bill. Several firms replied with project visions for the various parcels and the benefits their projects will bring to the City, among other qualifications. The intended outcome of the RFP process is the development of an Exclusive Right to Negotiate agreement that will establish terms and conditions, as identified in the Lands Bill.

On May 2, 2023, City staff met with the Carson City District BLM staff and field manager as required to initiate the conveyance process for ten parcels of land designated in the Lands Bill, called Fernley Land Conveyance Phase 2. After that meeting, the City put out a request to three professional consulting firms that are listed on the City's list of Qualified Professionals for baseline surveys, reports, concept layouts, and NEPA documentation in accordance with the 2016 MOU between the BLM and the City to facilitate conveyance of ten parcels.

On May 30, 2023, the City of Fernley received a letter from BLM requesting an additional \$15,000 to continue processing the original eight parcels and associated Cadastral work. The City paid the requested additional funds

in June 2023.

On August 16, 2023, Fernley City Council approved entering a time and materials contract with Wood Rodgers to prepare required baseline studies, NEPA compliance, and concept layouts for the Fernley Phase 2 Conveyance of ten parcels located south of the Truckee Canal and mostly west and partly east of 95A, in compliance with the Recreation & Public Purpose Act.

On March 11, 2024, the City of Fernley received a Cost Reimbursement Agreement for \$35,000 to continue processing the City's request to fund Cadastral work on Parcels 9 and 10 of Fernley Land Conveyance Phase 2. Any remaining funds will be applied to work associated with the City for their land conveyance requests.

On September 16, 2024, the City of Fernley received a Cost Reimbursement Agreement dated September 10, 2024, for \$42,800 to continue processing Phase 1 for the conveyance of eight parcels to the City as part of the 2013 Fernley Lands Bill, and to fund Cadastral survey work on Parcels 9 and 10 as needed in the land conveyance process for Phase 2.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Federal Land Policy and Management Act of 1976 43 U.S.C 1712,1713

Recreation and Public Purposes Act 43 U.S.C. 869 et seq.

The National Environmental Policy Act of 1969, as amended (PL 91-190, 42 USC 4321 et seq.);

The National Historic Preservation Act of 1966, as amended (156 USC 470)

NRS 268.063 NDAA of 2015, Section 3009(c)

FINANCIAL IMPLICATIONS:

No funding is required to complete the MOU.

ATTACHMENTS:

1. 2025-03-18_MOU_COF_BLM_Final Draft

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BUREAU OF
LAND MANAGEMENT, SIERRA FRONT FIELD OFFICE, AND THE CITY
OF FERNLEY, NEVADA**

**FOR THE PURPOSES OF PHASE II LAND CONVEYANCES UNDER THE
NATIONAL DEFENSE AUTHORIZATION ACT**

March 18, 2025

I. BACKGROUND AND PURPOSE

On December 19, 2014, the National Defense Authorization Act (Act) (H.R. 3979) was signed into law (Public Law 113-291). Included in this Act is Section 3009 (c) titled "Conveyance to the City of Fernley, Nevada." Under Section 3009 (c) (2) the Bureau of Land Management (BLM) is required to convey to the City of Fernley (City), approximately 9,779 acres of public lands (Project). This land conveyance has been assigned BLM case file number **NVN 093783**.

The purpose of this Memorandum of Understanding (MOU) is to establish a relationship between the BLM and the City regarding the respective roles, responsibilities, conditions and procedures for a land conveyance, which includes compliance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and any other federal law(s) or regulation(s) applicable to the Project.

The Project area is depicted on a Congressional map dated January 25, 2013. The Conveyance Area includes approximately 9,779 acres of public lands. Approximately 7,463 acres are located within the Carson City District (CCD) and 2,316 acres are located within the Winnemucca District. Approximately 5,217.6 acres are included in Phase II of the conveyance request. The CCD has been designated as the Nevada BLM lead for this Project. Section 3009 (c) of the Act is included as Appendix A of this MOU.

II. AUTHORITIES

This MOU is entered into under the following authorities, which are hereby incorporated by reference:

- PUBLIC LAW 113–291—DEC. 19, 2014, H.R.3979 - Carl Levin and Howard P. "Buck" McKeon National Defense Authorization Act for Fiscal Year 2015, Section 3009(c)
- Act of June 14, 1926 (commonly known as the “Recreation and Public Purposes Act”)
- The Federal Land Management and Policy Act of 1976 (PL 94-579), 43 USC 170I et seq.);
- The National Environmental Policy Act of 1969, as amended (PL 91-190, 42 USC 4321 et seq.);
- The National Historic Preservation Act of 1966, as amended (156 USC 470)

III. RESPONSIBILITIES

A. DESIGNATION OF AUTHORIZED OFFICIALS AND POINTS OF CONTACT

The Authorized Official for the BLM is the Field Manager, Sierra Front Field Office. Certain actions may require approval by the District Manager.

The Authorized Official for the City is the Mayor.

The BLM and City may designate, in writing, individuals or consultants as technical point(s) of contact for all or portions of this Project.

B. CITY

I. Conveyance of Lands from the BLM to the City under the Recreation & Public Purposes (R&PP) Act [Section 3009 (c) (2) (i)].

As described below, there are many studies, reports, and other matters that must be completed prior to the conveyance of land from the BLM to the City. The BLM has identified the conveyance of lands in Fernley City as a priority initiative. Additionally, the possibility of shared cost recovery agreement is being considered to facilitate the timely completion of these conveyances. The BLM understands that the City may direct-hire consultants, or other City-designated parties may direct-hire consultants to perform the work. All work performed must comply with BLM standards and be approved by the BLM.

The City would complete the following tasks at a minimum:

1. "Pre-Request Conference" with BLM. The BLM would recommend the City and City- designated parties, provide a preliminary map of the land to be requested for conveyance *prior to submittal of the request* described below and to be utilized during a pre-request conference call. This would enable the BLM to better inform the City at the time a request is submitted, which activities described below and in Section C I will be required to complete the land conveyance.
2. Request to the BLM. Section 3009 (c) (2) of the Act states " ... not later than 180 days *after the date on which the Secretary receives a request from the City for the conveyance of federal land...* " The City is responsible for submitting a request to the BLM to convey lands. The City may request the conveyance of portions or all lands depicted on the Congressional map dated January 25, 2013, and at one time or over a phased period of time.

The City would need to provide the BLM the following:

- A request on City letterhead that describes the parcel(s) to be conveyed including the

Township, Range, and Section(s) the parcel(s) occur within and total acres requested;

- The request would need to provide the name(s) of individuals or consultants that would serve for the City to represent City interest for the requested conveyance; and
 - The parcel information on a map and with supporting GIS data.
 - Plan of Development for the Recreation & Public Purpose parcels.
3. Class III Cultural Resources Inventory. The objective of this inventory and report is to determine whether prehistoric or historic sites that are eligible for listing on the National Register of Historic Places (NRHP) are present within the lands to be conveyed. This report serves as the baseline for information in the environmental assessment and if an "agreement document" is required to comply with the NHPA.
 4. Baseline Biological Report. The objective of this inventory and report is to determine what vegetation types are present, whether noxious or invasive weeds are present, whether threatened or endangered species or BLM sensitive species are present, or their habitat may be present. This report serves as the baseline for information in the environmental assessment.
 5. Environmental Assessment. The objective of this document is to disclose the existing conditions of the land to be conveyed, and potential direct, indirect, and cumulative effects from the conveyance of lands from the BLM to the City. Additional details are included in Appendices B-D.
 6. Mineral Potential Report. The objective of this report is to determine if there are mineral resources within the lands to be conveyed, and, if so, what is the fair market value of those resources. This report can be contracted out to a third party and will be reviewed by the BLM.
 7. Costs. Section 3009 (c) (B) (6) of the Act states "At closing of the conveyance authorized under paragraph (2), the City shall pay or reimburse the Secretary, as appropriate, for the reasonable transaction and administrative personal costs associated with the conveyance authorized under that paragraph, including the costs of title searches, maps, and boundary and cadastral surveys." Upon the issuance of patent(s) for the conveyed land, the BLM would submit to the City the labor hours and costs associated with BLM work that was needed to complete this phase of the land conveyance. A cost recovery agreement between the BLM and City would be executed. The City agrees to submit payment to the BLM within 30-days upon receipt of the BLM's request.

Although as described in #7 above, the Act does not require payment to the BLM until the closing of any land conveyance, the BLM would enter into discussions early upon receipt of a request for a land conveyance, at the onset of the land conveyance to enter into a cost recovery agreement through "contributed funds." Should any

unused funds be available at the time of the closing of the land conveyance, the BLM would return any unexpended funds to the City or apply those funds to Section II 3, if applicable. The advantage of contributed funds is that projects with funding available often receive higher priority by the BLM to process.

II. Acquisition of the Federal Reversionary Interest [Section 3009 (c) (8) (A)].

1. Request to the BLM. Section 3009 (c) (8) (A) of the Act states, "After the date of conveyance of the Federal land under paragraph (2), the City may submit to the Secretary a request to acquire the Federal reversionary interest in all or any portion of the Federal land." The City is responsible for submitting to the BLM a request to acquire the reversionary interest in all or portions of lands that have been conveyed to the City, that would not be retained by the City for R&PP purposes.

The City would need to provide the BLM the following:

- A request on City letterhead that describes the parcel(s) to be acquired including the Township, Range, and Section(s) the parcel(s) occur within and total acres; and
 - The City provides the parcel information on a map and with supporting GIS data.
2. Appraisal of the Fair Market Value. Upon acceptance of the appraisal by the Office of Valuation Services, the appraisal would be processed to determine the fair market value for the acquisition of the reversionary interest, which the City would pay to the BLM through electronic fund transfer.
 3. Costs. " ... As a condition of the conveyance under subparagraph (C), all costs associated with the conveyance (including the cost of the appraisal under subparagraph [B]), shall be paid by the City... " Utilizing the existing cost recovery agreement described under Section III B 7, the BLM would submit to City the labor hours and costs associated with BLM work that was needed to complete this phase of the land conveyance. The City agrees to submit payment to the BLM within 30-days upon receipt of the BLM's request.

C. BLM

I. Conveyance of Lands from the BLM to the City under the Recreation & Public Purposes (R&PP) Act [Section 3009 (c) (2) (i)].

The BLM would complete the following tasks at a minimum:

1. Project Coordination and Management. The City and the BLM will coordinate all meetings, conference calls, data requests, and public inquiries throughout the duration of Fernley Phase II. The City and the BLM will collaborate to ensure the timely

review of all necessary documents. The BLM has established the official email address for all correspondence regarding this project as Fernley_Lands@blm.gov.

2. Cadastral Survey. Upon the receipt of the City's conveyance request, the BLM would submit a Land Surveyor Report (LSR) request to the BLM Nevada State Office. Further survey needs would be based on the BLM Nevada State Office's response to the LSR Request.

To the greatest extent practicable, the BLM recommends that any land conveyance configure the shape of the parcel(s) to aliquot parts. Lands that would be conveyed that involve irregular configurations (such as diagonals) of land sections would likely require a cadastral survey, which would add to project expense and timeframe.

3. Notification to Right-of-Way Holders. In accordance to the "Final BLM Policy and Procedures for Issuance of 'Long Term' Right-of-Way Grants and Easement Over Public Lands to Be Transferred Out of Federal Ownership," existing right-of-way (ROW) holders would be notified by the BLM that their existing ROW may be affected by the land conveyance. ROW holders are given the option to keep their ROW in status quo (no change); convert the ROW to a perpetual ROW or a perpetual easement; or relinquish the ROW and work out an agreement with the City.
4. Notification to Livestock Grazing Permittees. 43 CFR 4110.4-2 (b) states, "When public lands are disposed of or devoted to a public purpose which precludes livestock grazing, the permittees and lessees shall be given 2 years' prior notification except in cases of emergency... before their grazing permit or grazing lease and grazing preference may be cancelled..."

Phase II of conveyance, when fully implemented, would remove approximately 16.7 percent (5,217.6 acres) from the Horse Springs Grazing Allotment, which currently encompasses 31,176.3 acres. The Horse Springs allotment is technically vacant now and is unlikely to ever be permitted for grazing again in the future. The BLM has designated this allotment as a "Custodial" allotment with no high-priority resource values identified.

5. Review Mineral Potential Report. BLM will review the Mineral Potential Report once it is completed by either the City or a third-party contractor. The objective of this report is to determine if there are mineral resources within the lands to be conveyed, and, if so, what is the fair market value of those resources.
6. Mineral Validity Exam. If the BLM determines, upon the request to convey lands to the City, that unpatented mining claims occur within the proposed conveyance lands, it may be necessary for a mineral validity exam to be prepared. This will be carried out by the BLM, may be contracted by the BLM or carried out by the City in accordance with Section B(I).

7. Review and Approval of the Following Reports:

- Cadastral Survey, if required.
- Mineral Potential Report;
- Mineral Validity Exam, if required.
- Class III Cultural Resources Inventory;
- Biological Baseline Report;
- Environmental Assessment; and:
- All other reports identified on the Baseline Needs Assessment Form (BNAF).

8. Consultation with Tribes. The BLM will complete formal consultation with the Yerington Paiute, Pyramid Lake Paiute, Fallon Paiute-Shoshone, and Washoe Tribes as well as the Reno-Sparks Indian Colony and they would be invited to participate in the development of any agreement document(s) as needed under NHPA (described below). Other tribes may also be identified for consultation.

9. Agreement Document under NHPA, if needed. 36 CFR 800.5 (a) (2) (vii) defines an adverse effect under the NHPA as " ... the transfer of historic properties out of federal ownership without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property's historic significance." If prehistoric or historic properties that are eligible for listing on the NRHP occur within the land to be conveyed, an "agreement document" such as a Memorandum of Agreement, must be prepared by the BLM, the State Historic Preservation Office, any consulting parties and tribes prior to a land conveyance.

10. Approve a Finding of No Significant Impact and Decision Record. Upon the conclusion of the NEPA process and the publication of a Final EA (and execution of an agreement document, if required), if the BLM determines that the land conveyance would result in "less than significant effects," the BLM would then approve a Finding of No Significant Impact and Decision Record for the Project prior to land conveyance.

II. Acquisition of the Federal Reversionary Interest [Section 3009 (c) (8) (A)].

Upon receipt of the City's' request to acquire the reversionary interest in lands that have been conveyed to it, and upon the conclusion of the appraisal of the fair market value, the BLM would provide notice to the City of the amount due of the reversionary interest. Upon receipt of payment from the City, the BLM would issue new land patents, recording that the City has paid the reversionary interest fees, and the land(s) are no longer subject to the requirements of the R&PP Act.

III. ADMINISTRATIVE PROVISIONS

Applicable laws: The parties agree to comply with all applicable laws governing the

activities under this MOU.

Effective Date and Term of this MOU: This MOU shall be in effect upon the date of the last signed, and executed by the duly authorized representatives, and will remain in effect until such time as described under "Termination."

Amendments: Either party may request changes to this MOU. Any changes, modifications or amendments to this MOU must be mutually agreed to in writing by the parties. Any amendment, modification or revision will be incorporated by written instrument, executed and signed by all parties to this MOU, and will be in effect in accordance with the Terms of this MOU. An amendment of this MOU is not necessary to change the designated points of contact for this MOU.

Termination: Either party may terminate this MOU after 30-days written notice to the other party with their intention to do so. During this period, the parties will enter into negotiations to resolve their disagreement(s). If the disagreement(s) have not been resolved by the end of the 30-day period, this MOU will terminate. In the event that negotiations are progressing but are not concluded by the end of the 30-day period, the party initiating the request to terminate may request in writing the termination be postponed for one additional 30-day period.

Land Conveyance Requires an EIS: If the BLM determines that a land conveyance would have significant effects, the BLM would terminate the processing of the land conveyance and enter into a new agreement with the City that would govern the preparation of an Environmental Impact Statement (EIS). In such case when it is determined that a land conveyance would have significant effects, the preparation of any environmental assessment would cease. The BLM would provide the City with 30-days written notice to this effect.

IV. CONTACT INFORMATION

The primary points of contact for carrying out the provisions of this MOU are:

Carson City District BLM: Kim D. Dow, District Manager: 775-885-6000

City of Fernley: Benjamin Marchant, City Manager: 775-784-9859

V. APPROVALS

Kim D. Dow
District Manager
Carson City District

Date

Neal E. McIntyre
Mayor, City of Fernley

Date

APPENDIX A: NATIONAL DEFENSE AUTHORIZATION ACT (HR 3979)

(c) CONVEYANCE TO THE CITY OF FERNLEY, NEVADA.

(1) DEFINITIONS. - In this subsection:

(A) CITY. - The term "City" means the city of Fernley, Nevada.

(B) FEDERAL LAND. - The term "Federal land" means the land located in the City that is identified as "Proposed Sale Parcels" on the map.

(C) MAP. - The term "map" means the map entitled "Proposed Fernley, Nevada, Land Sales" and dated January 25, 2013.

(D) SECRETARY. - The term "Secretary" means the Secretary of the Interior.

(2) CONVEYANCE AUTHORIZED. - Subject to valid existing rights and notwithstanding the land use planning requirements of sections 202 and 203 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1712, 1713), not later than 180 days after the date on which the Secretary receives a request from the City for the conveyance of the Federal land, the Secretary shall convey to the City, without consideration, all right, title, and interest of the United States to and in the Federal land.

(3) USE OF CONVEYED LAND. -

(A) IN GENERAL. - The Federal land conveyed under paragraph (2)-

(i) may be used by the City for any public purposes consistent with the Act of June 14, 1926 (commonly known as the "Recreation and Public Purposes Act") (43 U.S.C. 869 et seq.); and

(ii) shall not be disposed of by the City.

(B) REVERSION. - If the City ceases to use a parcel of the Federal land conveyed under paragraph (2) in accordance with subparagraph (A)-

(i) title to the parcel shall revert to the Secretary, at the option of the Secretary; and

(ii) the City shall be responsible for any reclamation necessary to revert the parcel to the United States.

(4) AVAILABILITY OF MAP. - The map shall be on file and available for public inspection in the appropriate offices of the Bureau of Land Management.

(5) RESERVATION OF EASEMENTS AND RIGHTS-OF-WAY. - The City and the Commissioner of Reclamation may retain easements or rights-of-way on the Federal land to be conveyed, including easements or rights-of-way that the Commissioner of Reclamation determines are necessary to carry out-

(A) the operation and maintenance of the Truckee Canal Irrigation District Canal;
or

(B) the Newlands Project.

(6) COSTS. - At closing for the conveyance authorized under paragraph (2), the City shall pay or reimburse the Secretary, as appropriate, for the reasonable transaction and administrative personnel costs associated with the conveyance authorized under that paragraph, including the costs of title searches, maps, and boundary and cadastral surveys.

(7) RELEASE OF UNITED STATES. - On conveyance of the Federal land under paragraph (2), notwithstanding any other provision of law, the United States is released from any and all liabilities or claims of any kind or nature arising from the presence, release, or threat of release of any hazardous substance, pollutant, contaminant, petroleum product (or derivative of a petroleum product of any kind), solid waste, mine materials, or mining related features (including tailings, overburden, waste rock, mill remnants, pits, or other hazards resulting from the presence of mining related features) on the Federal land in existence before or on the date of the conveyance.

(8) ACQUISITION OF FEDERAL REVERSIONARY INTEREST. -

(A) REQUEST. - After the date of conveyance of the Federal land under paragraph (2), the City may submit to the Secretary a request to acquire the Federal reversionary interest in all or any portion of the Federal land.

(B) APPRAISAL. -

(i) IN GENERAL. - Not later than 180 days after the date of receipt of a request under subparagraph (A), the Secretary shall complete an appraisal of the Federal reversionary interest in the Federal land requested by the City under that subparagraph.

(ii) REQUIREMENT. - The appraisal under clause (i) shall be completed in accordance with-

(I) the Uniform Appraisal Standards for Federal Land Acquisitions;
and

(II) the Uniform Standards of Professional Appraisal Practice.

(C) CONVEYANCE REQUIRED. - If, by the date that is 1 year after the date of completion of the appraisal under subparagraph (8), the City submits to the Secretary an offer to acquire the Federal reversionary requested under subparagraph (A), the Secretary shall, not later than the date that is 30 days after the date on which the offer is submitted, convey to the City the reversionary interest covered by the offer.

(D) CONSIDERATION. - As consideration for the conveyance of the Federal reversionary interest under subparagraph (C), the City shall pay to the Secretary an amount equal to the appraised value of the Federal reversionary interest, as determined under subparagraph (B).

(E) COSTS OF CONVEYANCE. - As a condition of the conveyance under subparagraph (C), all costs associated with the conveyance (including the cost of the appraisal under subparagraph (B)), shall be paid by the City.

APPENDIX B ENVIRONMENTAL ASSESSMENT

The determination that an environmental assessment (EA) is required is based on the BLM's review of Section 3009 (c) of the Act. An EA is the minimum level of analysis that must be prepared in order to determine whether the Project would significantly affect the quality of the human environment. The BLM would make this determination once an EA is prepared in a Finding of No Significant Impact (FONSI). This determination is also based on:

- The Act does not specifically exempt this Project from compliance with the NEPA.

The "conveyance EA" would analyze the following:

The direct, indirect, and cumulative effects the *Proposed Action*: the BLM would convey the public lands to the City and be in compliance with the Act. The EA would disclose in the *No Action Alternative*: that the BLM would not be in compliance with the Act. Consistent with 43 CFR 46.310 (b), the No Action Alternative would not be analyzed.

The scope of the EA is a land conveyance. The BLM has determined that potential economic development activities on the conveyed lands are reasonably foreseeable future [non-federal] actions that must be disclosed in the cumulative effects section of the EA (to the extent that information is publicly available). However, because these reasonably foreseeable future [non-federal] actions cannot be modified or prevented by BLM decision-making, their effects are not cumulatively additive to the BLM's action to convey the public lands to the City.

Conveyance of public lands removes the lands from the jurisdiction of the FLPMA and other regulations, manuals, guidance etc., that the BLM currently uses in its administration of these lands for multiple-use purposes.

The following guidance on the preparation of an EA is hereby incorporated by reference:

- The BLM *National Environmental Policy Act Handbook* (H-1790-1);

All primary- or sub-contractors working on the EA must sign an *Organizational Conflict of Interest Representation Certification* and submit the completed form to the BLM within 10 working days of entry onto service on this Project on the behalf of the City.

The development of the EA shall include, at a minimum, the following tasks:

(A.) Communication Plan

- The EA Contractor shall develop a Communication Plan, that identifies the primary for the City, the BLM, EA Contractor, and any other consultants involved on this Project;
- The Communication Plan shall be submitted to the City and BLM for approval within 10 working days upon entry onto service on this Project;

- Provide timely conference calls, as needed based on deliverables, between the primary contacts involved on this Project;
- Provide for a Project "kick-off" meeting at the BLM office in Carson City as a meet and greet, and Project overview; and
- Provide the BLM and all primary contacts with meeting minutes for all in-person meetings and conference calls within three working days.

(B.) Project Schedule

Based on the minimum tasks outlined in Appendix D, the EA Contractor will maintain a Project schedule starting with the BLM's receipt of a request by the City to convey land.

(C.) GIS Data and Map Standards

The EA Contractor shall provide to the BLM all corresponding map features as ArcMap shapefiles with complete metadata in acceptable BLM standards as follows:

- ArcMap 10.2 or greater, NAO 1983, UTM 11N.

All maps must include BLM-approved land status and the following:

- North arrow, legend, scale, title, BLM warranty and accuracy of information, BLM logo, and date.

(D.) Administrative Review of Documents

The BLM's Project IDT will review and provide comments on documents prepared by the EA Contractor and any other consultants. All comments will be provided in writing and require a written response from the EA Contractor.

- Documents can be provided to the BLM and other primary contacts by email or by an ftp site;
- Provide review documents and maps in PDF with line numbering;
- All final documents (ready for publication) must be 508 compliant.

(E.) Public Review

- The draft EA will be made available to the public for 15 or 30 day review periods through ePlanning (a "NEPA register");
- The EA Contractor will be provided the initial Project mailing list and will be required to maintain the mailing list through Project completion; and
- The EA Contractor will provide the BLM with support necessary for one public workshop including sending letters to the mailing list, "dear reader letters," developing poster

boards and large format maps, reproduction of documents (hard copy or CDs), and providing staff necessary to support the workshop (if the BLM determines that a public workshop is necessary).

(F.) Administrative Record

- The EA Contractor will maintain the Administrative Record (AR) for this Project starting with the BLM's receipt of a request by the City to convey land and through the life of this Project;
- A copy of the AR must be provided to the BLM no later than 10 working days after the BLM approves the Final EA. The AR must be delivered to the BLM electronically and in hard copy format (four complete copies).

APPENDIX C EA TABLE OF CONTENTS

At a minimum, the EA will include the following sections:

Cover Page

Table of Contents

<u>Chapter 1</u>	Introduction
	Purpose and Need
	Scoping and Issue Identification
	Decision to be Made
	Land Use Plan Conformance Statement
	Relationship to Statutes, Regulations, and Other Plans
<u>Chapter 2</u>	Proposed Action and No Action Alternative
<u>Chapter 3</u>	Affected Environment
	Setting
	Resources Considered for Analysis
<u>Chapter 4</u>	Environmental Consequences
	Introduction
	Types of Effects
	Effects Analysis
<u>Chapter 5</u>	Cumulative Effects
	Definitions
	Geographic Scope (Cumulative Effects Study Area[s])
	Timeframe for Effects
	Past and Present Actions
	Reasonably Foreseeable Future Actions
	Effects Analysis
	Mitigation Measures and Residual Effects
<u>Chapter 6</u>	Consultation and Coordination
	Public Review and Comment
	Individuals, Tribes, Organizations and Agencies Consulted
	List of Preparers
<u>Chapter 7</u>	References

APPENDIX D PRELIMINARY MILESTONES FOR AN EA

Task	Milestone	Participants
EA Contractor	Selection	City
Scoping (Internal)	Kick-Off Meeting IDT Determines Resources that may be present and may be affected. Field visit with IDT.	BLM/City/EA Contractor
Scoping (External)	Stakeholder outreach	BLM/City
Tribal Consultation	Outreach and letters	BLM
NHPA Agreement Document*	Prepare agreement document	BLM/City/Tribes/Other consulting parties
Draft EA	Prepare Draft EA	BLM/City/EA Contractor
	Public Review & Workshop**	BLM/City/EA Contractor
Execute NHPA Agreement Document*	All parties sign off	BLM/City/Tribes/Other consulting parties
Final EA	Prepare Final EA	BLM/City/EA Contractor
FONSI	Prepare FONSI	BLM
Decision Record	Prepare DR	BLM

* If needed.

** To be determined. Public review of the draft EA may be for 15- or 30-days. The need for a public workshop would be determined by the BLM.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 16, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Casey Kasten

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

100-413-322

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Discussion and Possible Action to approve the agreement for the installation of public art at City Locations during the Murals, Music & Margaritas Festival.

AGENDA ITEM BRIEF:

The Fernley Aces (Arts & Culture Event Squad) has identified several walls to install murals located on City property at the Out-of-Town Park. Staff is requesting Council approval of the public art agreement and installation of the proposed public art during the Murals, Music, & Margaritas Festival, and the allocation of \$10,000 from the Arts and Culture budget.

RECOMMENDED MOTION:

"I move to approve the installation of the proposed public artwork at the Out-of-Town Park and the agreement with Fernley Aces (Arts & Culture Event Squad) for the Murals, Music, & Margaritas Festival. And I move to approve the allocation of \$10,000 from the Arts and Culture budget for the event."

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:

Council may ask for more information or approve a portion of public artwork and not approve others. Council may approve less than the \$10,000 requested.

BACKGROUND:

In 2021, the City Council approved a contract between the City of Fernley and Sierra Arts Foundation to launch the first annual Murals, Music, and Margaritas Festival. In 2023, the Fernley ACES (Arts and Culture Event Squad) took ownership of the Murals, Music, and Margaritas Festival. On May 01, 2024, City Council approved the installation of public artwork at the In-Town-Park and the agreement with Fernley ACES (Arts and Culture Event Squad) with the \$8,000 allocation. This event continues to grow into a successful event for the City of Fernley and aligns with the mission of the Arts and Culture Task Force to increase community engagement, improve the economy and give the City an artistic identity.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

Approved in the FY24/25 budget

ATTACHMENTS:

1. COF ACES agreement MMM 25
2. MMM Fest 2025 City Council Presentation.



Dana Uhlhorn
40 N. Center Street
Fernley, NV 89408
danamuhlhorn@yahoo.com

This agreement between Fernley ACES Arts and Culture Event Squad (ACES) and the City of Fernley, 595 Silver Lace Blvd, Fernley, NV 89408 is entered into to facilitate the installation of public art at City-owned Locations at the Out-of-Town Park approved by Fernley City and during the *Fernley Music, Murals and Margarita Festival*. Painting will begin on or before May 17, 2024, and murals will be completed by May 20, 2025. The responsibilities of each party are as follows:

Sierra Arts Responsibilities:

- Coordinate with artist, property owner and business to select artistic design.
- Publicly promote the venue/business on the ACES website before, during and after the event
- Provide insurance for artists while on site. Proof of insurance is required prior to starting.
- Provide artist supplies, including paint, scaffolding and/or scissor-lift.

Venue/Business Owner Responsibilities:

- Allow permission and access for artists to paint an approved mural on/at _____. The building/business owner must maintain the mural for three years. In the event that the mural is to be demolished or painted over, the owner must notify ACES, in writing, 90 days prior to the removal of the mural. ACES has 30 days to respond. If it is a mural on a wall that can be relocated, ACES and/or the artist can propose, at their expense, to have it moved within a reasonable time. Should the artist/ACES choose not to move it, the owner reserves the right to paint over/remove/demolish the mural.
- ACES will submit all required applications and documents to the applicable departments of the City of Fernley. ACES to establish clear communication with the City of Fernley Parks Department regarding the locations approved for mural installation.

Miscellaneous:

- Artists will create a design concept and sketch that must be approved by Sierra Arts Foundation and the building/business owners prior to the start of any work.
- The mural cannot contain gratuitous violence, racism, bigotry, inappropriate, indecent, obscene, hateful, torturous, defamatory, or libelous content. The mural must not contain material that is unlawful, in violation of the laws or regulations in Nevada.
- The artist shall have no right to a claim of loss or damage in the event that the wall upon which the mural is located is removed, destroyed, demolished, or painted over.
- The owner will not have to compensate the artist or ACES in any way for the mural.

Date: _____

Date: _____

Fernley ACES

Mayor Neal McIntyre, City of Fernley

Saturday  4th annual May 17th

MUSIC • MURALS & MARGARITAS

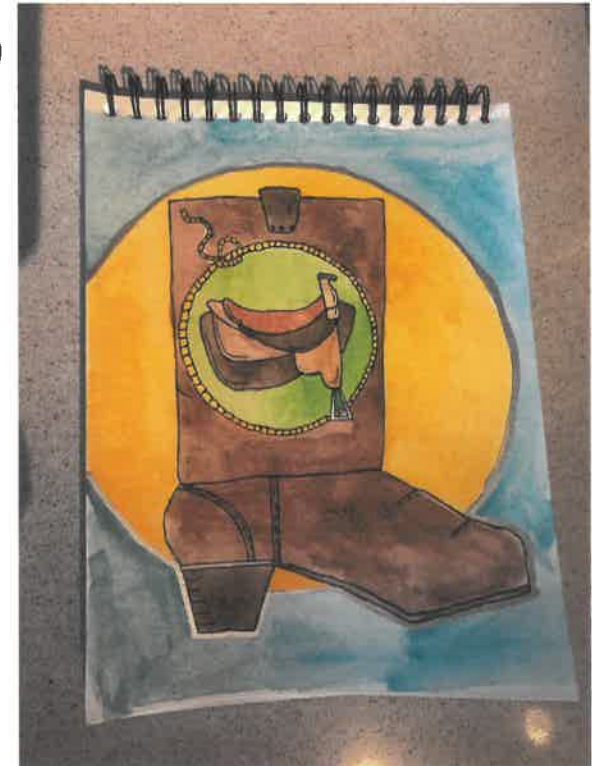
FREE EVENT! Live Music and Performing Art - Kids Activities - Art Vendors - Food Trucks - Margarita Contest



Scan To Volunteer

Out of Town Park

Lauren Hufft - Reno, NV (the bldg. on the rt.)



Building is between the gazebo and the rodeo grounds, facing north towards the parking lot.

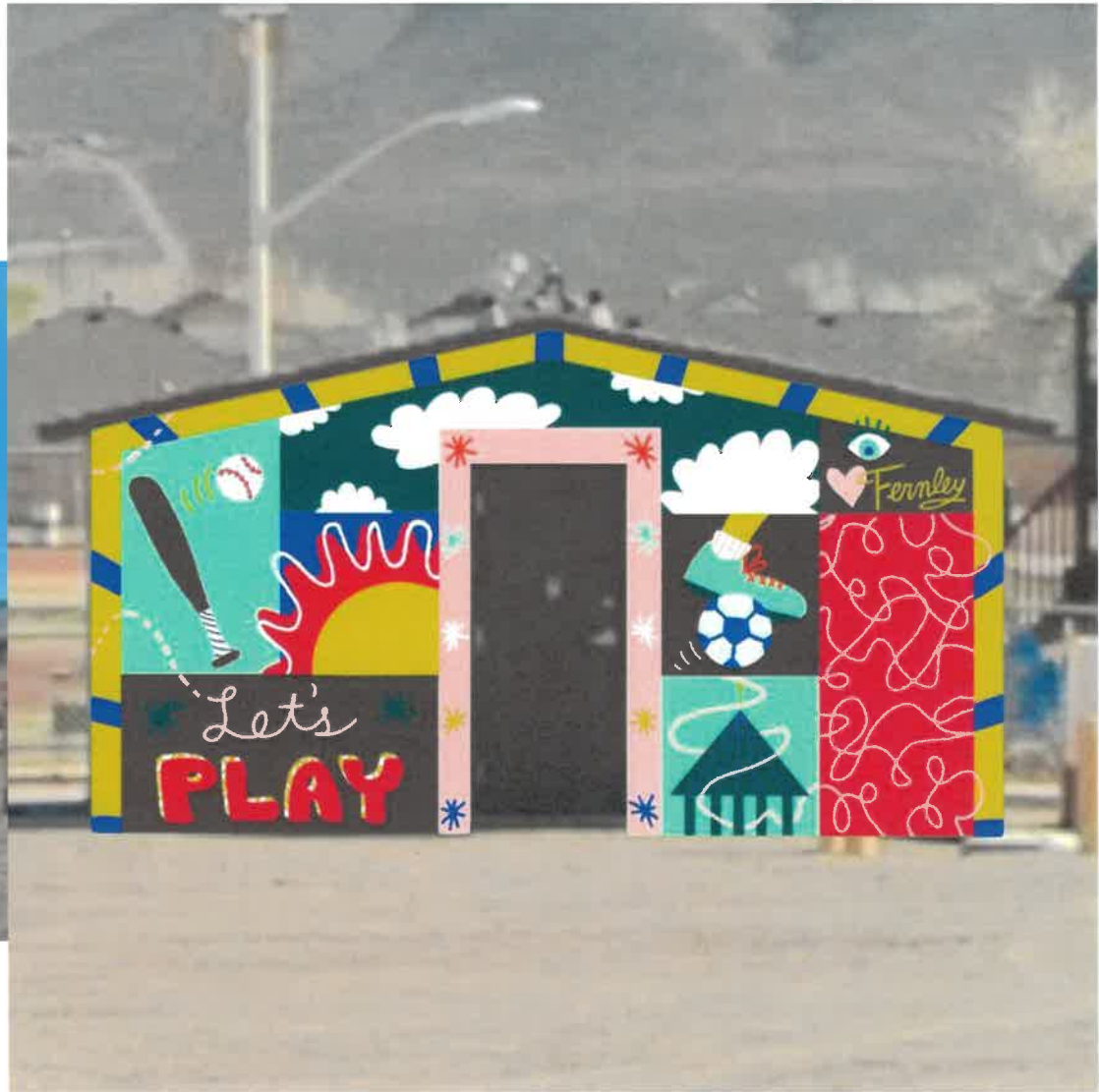
Previous Work



Ashley Gottlieb - Reno, NV



Bathrooms by the play structure and soccer fields



Previous Works



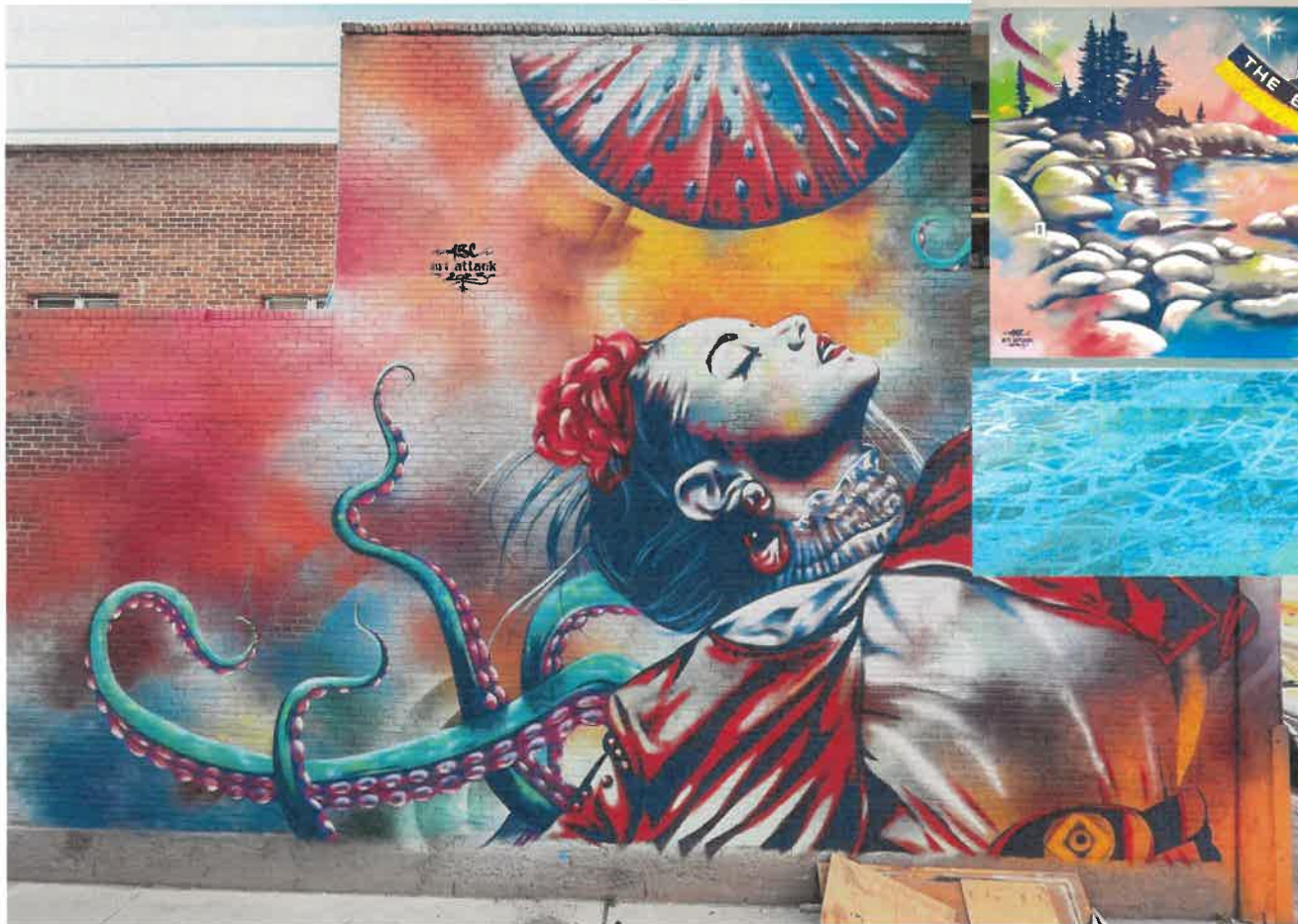
Bryce Chisholm - Reno, NV (this mural will feature a series of famous baseball players and have a photo opportunity for anyone to step into.)



Bathrooms by the baseball
field/adult softball field



Previous Works

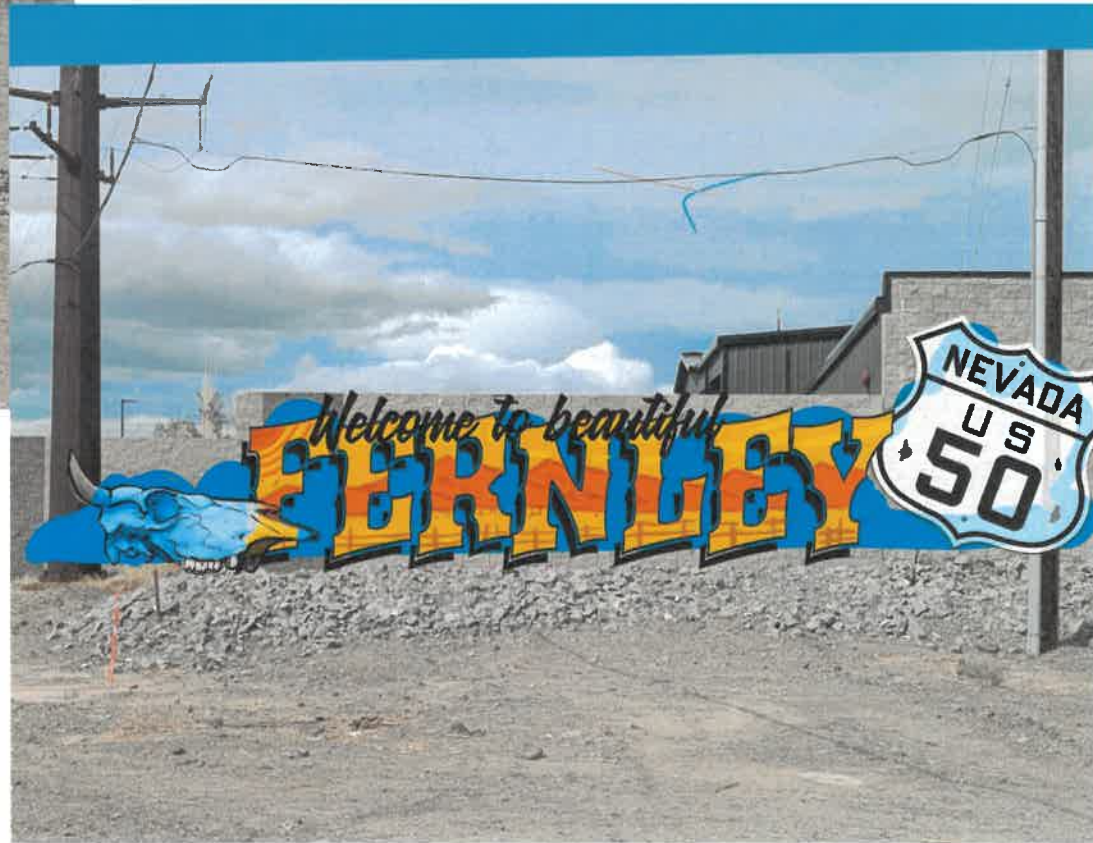


US Hwy 95 @ Shadow Lane (sound wall moving North)

We plan on completing 9 panels, connecting to the mountain motif started in 2024. ACES have received permission from the property owner. We have invited Autumn Harry from Nixon, along with Nick Noyes and Nathaniel Benjamin from Reno.



Safe Storage NV 175 Mull Lane – Joe C. Rock - Reno, NV



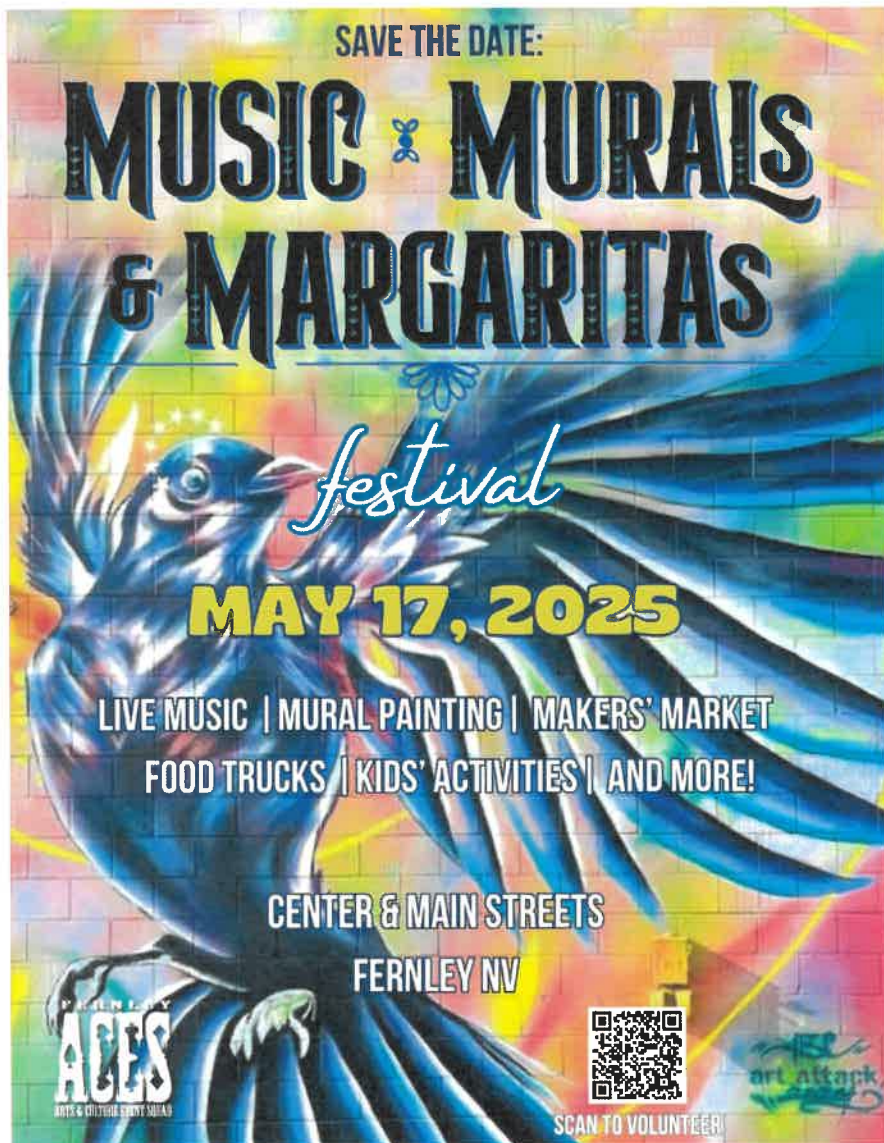
Previous Work



This Year's Festival Highlights

- On May 17th, Fernley's Mainstreet comes alive with a FREE all-ages festival packed with electrifying entertainment and non-stop fun!
- Feel the rhythm with live music, be amazed by fire dancers alongside gravity defying aerialist and explore incredible artisan vendor booths filled with unique finds!
- Bring the whole family! Kids can enjoy crafts, rock climbing and bounce houses.
- Grown-ups can sip their way through the Margarita Tasting Contest.
- Take your best shot at your favorite Fernley Locals while visiting the dunk tank!
- There is something for everyone with a variety of food trucks.

Don't miss the most vibrant, high-energy event of the year - Come celebrate art, music and community at the Music, Murals and Margarita Festival!



The 2025 Music, Murals, & Margaritas Festival is asking for \$10,000 in funding from the City of Fernley, Arts & Culture budget.

This funding will be used directly for artist stipends. We are very thankful for the continued support of the Fernley City Council, Chamber of Commerce, local businesses, and the community at large.

This festival is helping to make Nevada's Mural Highway a must travel, with Fernley being an important stop along the way, creating economic impact for our lodging properties and small businesses.

Thank you!

Saturday *4th annual* *May 17th*
MUSIC • MURALS & MARGARITAS

FREE EVENT! Live Music and Performing Art - Kids Activities - Art Vendors - Food Trucks - Margarita Contest



Scan To Volunteer



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 16, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

GL# 100-525-600

ACTION REQUESTED: Resolution

AGENDA ITEM:

Discussion and possible action to approve an Animal Services Department microchip program and fee implementation, and creation of a pet food pantry program for animal owners experiencing financial hardship or homelessness.

AGENDA ITEM BRIEF:

In an effort to support responsible pet ownership, Animal Services would like to introduce a microchipping service to pet owners to increase the number of animals returned home and relieve the burden of shelter impounds. Microchips will be available to pet owners for a fee of \$15.00 or a donation of pet food (minimum of a 10-pound, unopened bag) per microchip. Fees/donations can be waived by the Animal Services Program Manager for those who are indigent or experiencing financial hardship.

1. Microchips are a crucial way to help lost pets find their way home and to prove ownership.
2. Yearly, Animal Control impounds over 200 animals, many of which are not microchipped.
3. Many people are unaware of where to obtain microchips or are unable to afford the service.
4. By supporting the microchip program, we can also create a pet food pantry to assist those who are experiencing financial hardship and in need of resources and supplies to help keep pets in homes.

Resources for animal owners experiencing financial hardship or homelessness are very limited in this region. There are programs, such as the food pantry and Feeding Pets of the Homeless, that can provide assistance, but the supply is often limited. Animal Services seeks to establish a donation-based pet pantry, offering food and supplies at no cost to individuals facing hardship or homelessness. The program would be available to Fernley residents with financial hardship or uncertainty. Participants would be asked about the supplies they are looking for and make an appointment with staff to retrieve them. The program is designed to be donation-based and sustained by the microchip program, in which owners may opt to pay \$15.00 for a chip or donate a new, unopened bag of food (10-pound minimum). Food nearing its expiration date will be taken to the Lyon County Shelter or given to a local rescue for homeless pets.

1. Pet food costs can be a barrier to keeping an animal or providing adequate care.
2. By creating a pet food pantry program, we can better offer assistance to those who are experiencing financial hardship and ensure that pets are receiving proper food.
3. Residents experiencing financial hardship, indigency, homelessness, or other contributing factors can receive the supplies and food they need.

RECOMMENDED MOTION:

I move to adopt 25-006 to allow the Animal Services Department to implant microchips for a \$15.00 fee or donation of an unopened bag of pet food to the pet pantry program.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council may choose not to approve the microchip and/or the pet pantry programs.

BACKGROUND:

According to the American Veterinary Association, over 10 million pets are reported missing in the United States each year, and of these, only 22% of animals that enter the shelter system are reunited with their owners. This number rises to 52% if the pet is microchipped. Yearly, Fernley Animal Services impounds over 200 animals, many of which do not have microchips. Citizens have expressed a desire to microchip and provide identification for their pets. However, many are unable to afford the service or seek low-cost alternatives.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NAC 638.508

FINANCIAL IMPLICATIONS:

The City of Fernley currently pays \$5.00 per microchip. No changes are required in the FY2025-2026 budget for this program.

ATTACHMENTS:

1. 25-006_FCC_2025.4.16_microchip fee

CITY OF FERNLEY
RESOLUTION # 25-006

A RESOLUTION OF THE CITY OF FERNLEY TO ESTABLISH A FEE FOR MICROCHIPPING DOGS AND CATS

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

WHEREAS, the City of Fernley City Council recognizes the importance of promoting animal welfare and public safety within the community; and

WHEREAS, the City of Fernley City Council acknowledges the effectiveness of microchipping as a permanent and reliable method for identifying lost or stray animals, enhancing the chances of reuniting lost pets with their owners, and reducing the number of stray animals within the region; and

WHEREAS, the Animal Services Department has observed an increasing number of animals without permanent identification, resulting in difficulties in returning pets to their rightful owners and contributing to overcrowded shelters; and

WHEREAS, the City of Fernley City Council has determined that a nominal fee for microchipping services will help offset the costs associated with providing the service, including the purchase of microchips, maintenance of records, and staffing costs; and

WHEREAS, the City of Fernley intends to provide microchipping services to residents of Fernley while encouraging pet owners to take proactive steps to ensure the safety and identification of their animals; and

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

Section 1. Establishment of Microchipping Fee

The City of Fernley City Council hereby establishes a fee for the microchipping of dogs and cats in the amount of \$15.00 per animal. This fee will be applied to cover the costs associated with the purchase, implantation, and registration of the microchip, as well as administrative expenses related to the microchipping program.

Section 2. Exemptions

The following individuals and animals will be exempt from the microchipping fee:

- Owners may donate a new, unopened bag of pet food (10-pound minimum) in lieu of the \$15.00 fee.

- Fees/donations can be waived by the Animal Services Program Manager for those who are indigent or experiencing financial hardship.

Section 3. Implementation of the Program

The Fernley Animal Services Department is hereby authorized to implement the microchipping program, including the collection of fees, scheduling of microchipping events, conducting microchipping, and maintaining records pertaining to the identification of animals microchipped under this program.

Section 4. Fee Collection and Use of Funds

The fees collected under this program shall be deposited into the Fernley Animal Services Fund, and the funds will be used exclusively to support Fernley Animal Services.

Section 5. Public Notification

The Fernley Animal Services Department shall provide appropriate public notification of the new fee structure and microchipping program, including informational materials at animal shelters, vaccine clinics, events, and on Fernley's website.

Section 6. Review of Fees

The City of Fernley City Council shall review the fee structure on an annual basis to ensure that the fee remains reasonable and covers the costs of the program, adjusting as necessary.

Section 7. Severability

If any part or provision of this resolution is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of the resolution, which shall remain in full force and effect.

Section 8. Effective Date

This resolution shall take effect on April 17, 2025, and the microchipping fee will be applied to all microchipping services performed on or after that date.

ADOPTED this 16th day of , April, 2025 by the City of Fernley, Nevada City Council.

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

FERNLEY CITY COUNCIL

By: _____

Neal E. McIntyre, Mayor

Date: _____

Attest: By: _____

Kim Swanson, City Clerk

Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 16, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Resolution

AGENDA ITEM:

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

AGENDA ITEM BRIEF:

Fernley Municipal Code Title One, Chapter 11 states that the City Council shall adopt the agenda process by resolution. NRS 241.020 governs and regulates how City Council conducts City business Open Meeting Law. The purpose of the agenda process is to provide a framework and timeline for agenda reports to be submitted in accordance with FMC Title One, Chapter 11 and Nevada Open Meeting Law requirements.

RECOMMENDED MOTION:

"I move to approve Resolution 25-003 updating the City of Fernley Internal Agenda Process".

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could choose not to adopt this updated Resolution.

BACKGROUND:

The current Internal Agenda Process, Resolution 20-004, was adopted in 2020. The update to this resolution is needed to comply with current procedures. .

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS Chapter 266
FMC Title One, Chapter 11

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Council Agenda Request Form
2. Agenda Process Resolution 25-003 - Council Request Form



CITY COUNCIL AGENDA ITEM REQUEST FORM

Phone: (775) 784-9830
cityclerk@cityoffernley.org

Date: _____

Sponsor: _____ Phone number: _____

Cosponsor: _____ Phone number: _____

Item Requested will be: ☐ Information/Discussion only ☐ Discussion/Action

Agenda Item Language (as you would like to appear on the agenda)

Detailed description of the agenda item

OFFICE USE ONLY

Department City Manager assigned request to: _____

Date: _____

CITY OF FERNLEY
RESOLUTION #25-003

A RESOLUTION ADOPTING THE INTERNAL CITY OF FERNLEY AGENDA
PROCESS.

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

WHEREAS, the Fernley City Council desires a Policy and Procedure for Agenda Item Requests; and

WHEREAS, this policy is intended to establish a clear and transparent procedure for Councilmembers, staff and members of the public to understand how city agendas are prepared; and

WHEREAS, the City of Fernley has determined that the following procedures should guide the City of Fernley in processing agenda items in a timely and efficient manner; and

WHEREAS, the following process and timelines for the agenda process shall be utilized by all City of Fernley departments, and staff members.

- 1) All agenda items must be added to the agenda 12 working days prior to the scheduled meeting. This will allow sufficient time for the approval process. The City Manager must approve of any exceptions.
- 2) Pursuant to NRS 241.020 all action items must begin with “For Possible Action.”
- 3) The City Clerk is the facilitator of the agenda process and responsible for publishing the agenda. The Department initiating the item is responsible for making sure the item reaches full approval before the agenda is scheduled to be published.
- 4) Legal Review: All projects, reports and actions that ultimately are to be decided upon by the City Council shall be analyzed, reviewed and signed off by the City Attorney for compliance with laws and regulations and to avoid any potential negative legal impacts on the City Council. Legal review of staff reports also provides staff with an opportunity to take steps to mitigate any legal impacts.
 - a. Legal Review Timelines:
 - i. Staff reports with a proposed agenda date must be submitted for legal review three Mondays prior to the scheduled meeting by 1:00pm. Any staff reports submitted after the date will be pulled from the agenda and re-agendized for the next meeting.
 - ii. Items requiring lengthy legal review will not be agendized on a specific date until approved by the City Attorney's Office.
 1. The City Attorney has the authority to request additional information, to recommend staff reports including steps to mitigate potential impacts, and to recommend to the City Manager and City Council that the report or contract is not in the best interest of the City.
 2. Once the City Attorney has reviewed for legal conformance, the staff report will be submitted to the City Treasurer for financial review.

- 5) Fiscal Impact Review: Staff will provide information in the staff report about the impact to the budget regarding the agenda item. Agenda items with fiscal impact and/or fiscal conformance must be reviewed by the City Treasurer.
 - a. The fiscal impact portion of the report shall include the following:
 - i. If funds are currently budgeted
 - ii. The exact account numbers to be charged (and project number if applicable)
 - iii. The available appropriation
 - iv. If not budgeted, the source of funds and subject to future budget augmentation.
 - b. The City Treasurer has the authority to request additional information/financial justification and/or to recommend against the expenditure/appropriation.
 - c. Once the City Treasurer has reviewed for fiscal conformance and the staff report meets the above criteria, the staff report is submitted to the City Manager for review.
- 6) City Manager Review: Staff reports and/or legal documents approved by both the City Attorney and the City Treasurer are submitted to the City Manager for final approval. The City Manager will review for compliance with established plans, policies and procedures.
- 7) City Clerk: It is the responsibility of the City Clerk to oversee, monitor and coordinate the preparation for the publishing of the agenda. To abide by the Open Meeting Law, all agenda reports must be finalized and ready for publication no later than 1:00pm the Wednesday prior to the scheduled meeting.
- 8) Monitoring Procedures: It is the responsibility of the Department Head to ensure the above procedures are followed, and the agenda items reach final approval. If an item does not reach final approval the Wednesday prior to the meeting, the item will automatically be moved to the next regular meeting.
- 9) Presentations: Non-Staff presentations at City Council are to be limited to 10 minutes unless longer time is approved by the City Manager. The staff member scheduling the presentation must advise the presenter of time limits.
- 10) City Council Agenda Item Comments/Questions: Should City Council have any clerical, grammatical errors, or general language changes that are not focused on the overall philosophical policy issue, said councilmember shall make reasonable efforts to meet with or contact staff prior to the council meeting to address said recommended changes. Staff is not required to make changes but may consider the changes suggested.
- 11) Requests For Agenda Items: The following process outlines how items are placed on the City Council Agenda:
 - a. Public:
 - i. A member of the public does not have the authority to place an item on the agenda. A citizen may request a councilmember to sponsor their item. In such cases, the sponsoring councilmember shall follow the procedures for "City Council Request For Agenda items."
 - ii. The public does not have the authority to pull an item from the agenda. However, the public may request an item be pulled from the consent agenda (prior to the meeting or during public input). It is within the discretion of the consent approval motion maker whether to accept the request and make it part of the motion.
 - b. Councilmembers:

- i. Councilmembers wishing to have a matter discussed by the Council will be required to submit an “City Council Agenda Item Request Form” to the City Manager who will assign the request to a department.
 - ii. The request will need a second councilmember who will be a cosponsor. The mayor may be a cosponsor. This will show there is support among councilmembers.
 - iii. The City Manager will be responsible for letting the sponsor know which department received the request.
- c. Mayor: The Mayor can add items to the agenda without prior approval.
 - d. City Manager. The City Manager has the authority to place an item on the agenda. The item will follow the agenda process above.
 - e. Department Heads and Appointed Officials: All agenda items will follow the agenda process above, which includes the final review and approval of the City Manager for placement on the City Council agenda.

12) Emergency Items: Should an emergency exist, the above policy does not apply. An emergency shall be determined by the Mayor and/or the City Manager.

13) Public Input:

- a. Public input shall be held at the beginning (prior to any action), and the end of the meeting (prior to adjournment), pursuant to Open Meeting Law.
- b. Any councilmember may request the Mayor to open an item for public input. The Mayor shall open the item for public input.
- c. The public may request a councilmember to open a matter for public input. The may in turn (but is not required to) ask the Mayor to open an item for public input on any item. The Mayor shall open the item for public input.
- d. Public Input shall be limited to 3 minutes.

14) Time Certain: A matter may be made time certain with the approval of the Mayor.

NOW, THEREFORE, BE IT RESOLVED that the City of Fernley Internal Agenda Process is hereby approved and adopted on this date and shall enter into effect immediately.

PASSED, APPROVED, AND ADOPTED this 2nd day of April 2025, by the following vote of the Council.

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

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

Attest: By: _____ Date: _____

Kim Swanson, City Clerk



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 16, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Resolution
Motion

AGENDA ITEM:

(For possible action) Discussion and possible action regarding Resolution #25-004 associated with a Master Plan Amendment application (MPA25002) submitted by the City of Fernley to adopt the Southwest Fernley Area Plan document for approximately 11,800 acres generally located south of the Truckee Canal and west of Highway 50/95 Alternate.

AGENDA ITEM BRIEF:

The City of Fernley Comprehensive Master Plan designates three areas of town as Future Development Areas and prohibits growth until an Area Plan is adopted for each. The Southwest Fernley area is one of these designated areas generally located south of the Truckee Canal and west of US Highway 50A/95A. The proposed Area Plan, in conjunction with the previously approved design guidelines, provides a guide for developers to follow in terms of uses, neighborhood compatibility, and individual site design.

At their April 9, 2025 meeting, Planning Commission voted 4-2 to recommend approval of the plan to the City Council. However, NRS requires that Master Plan Amendments receive a super-majority vote in order to pass (in this instance, 5 votes). Therefore, the official recommendation of the Planning Commission is to deny the Southwest Area Plan simply due to the lack of a super-majority.

RECOMMENDED MOTION:

I move to certify Resolution #25-004 (associated with MPA25002) and adopt the Southwest Fernley Area Plan document as presented by staff.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

I move to certify Resolution #25-004 (associated with MPA25002) and adopt the Southwest Fernley Area Plan with the following modifications:_____.

I move to deny MPA25002 because the following finding(s) cannot be met: _____.

BACKGROUND:

See Attached Narrative

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Comprehensive Master Plan
City of Fernley Development Code
NRS Chapter 278

FINANCIAL IMPLICATIONS:

Estimated property tax revenue to the City of Fernley of \$103.6 million at full buildout.

ATTACHMENTS:

1. Project Narrative
2. Resolution 25-004
3. Fernley_SWAreaPlan_032025 Draft

SOUTHWEST FERNLEY AREA PLAN NARRATIVE

HISTORY

Section 3.5 of the Comprehensive Master Plan and Section 32.21.010(e) of the Development Code both discuss three areas identified as “future development areas”. They go on to say that these three areas (North Fernley, South Fernley, and Southwest Fernley) will be required to have an Area Plan developed to “create a unified vision for the area and cumulatively address development challenges” prior to any development of the areas. This Southwest Fernley Area Plan is the second of these plans to be completed, which will open up approximately 11,800 acres of the City for development.

The Southwest Fernley area was chosen for the second Area Plan due to the development pressure coming from the property owners. Several large developments are currently proposed within the area, and more are expected. The properties currently owned by the federal government are expected to be given to the City of Fernley for future economic development. Due to the checkerboard nature of these federal properties, turning these properties over to private ownership will make development easier for these larger projects that are currently hindered in size.

SOUTHWEST FERNLEY AREA PLAN

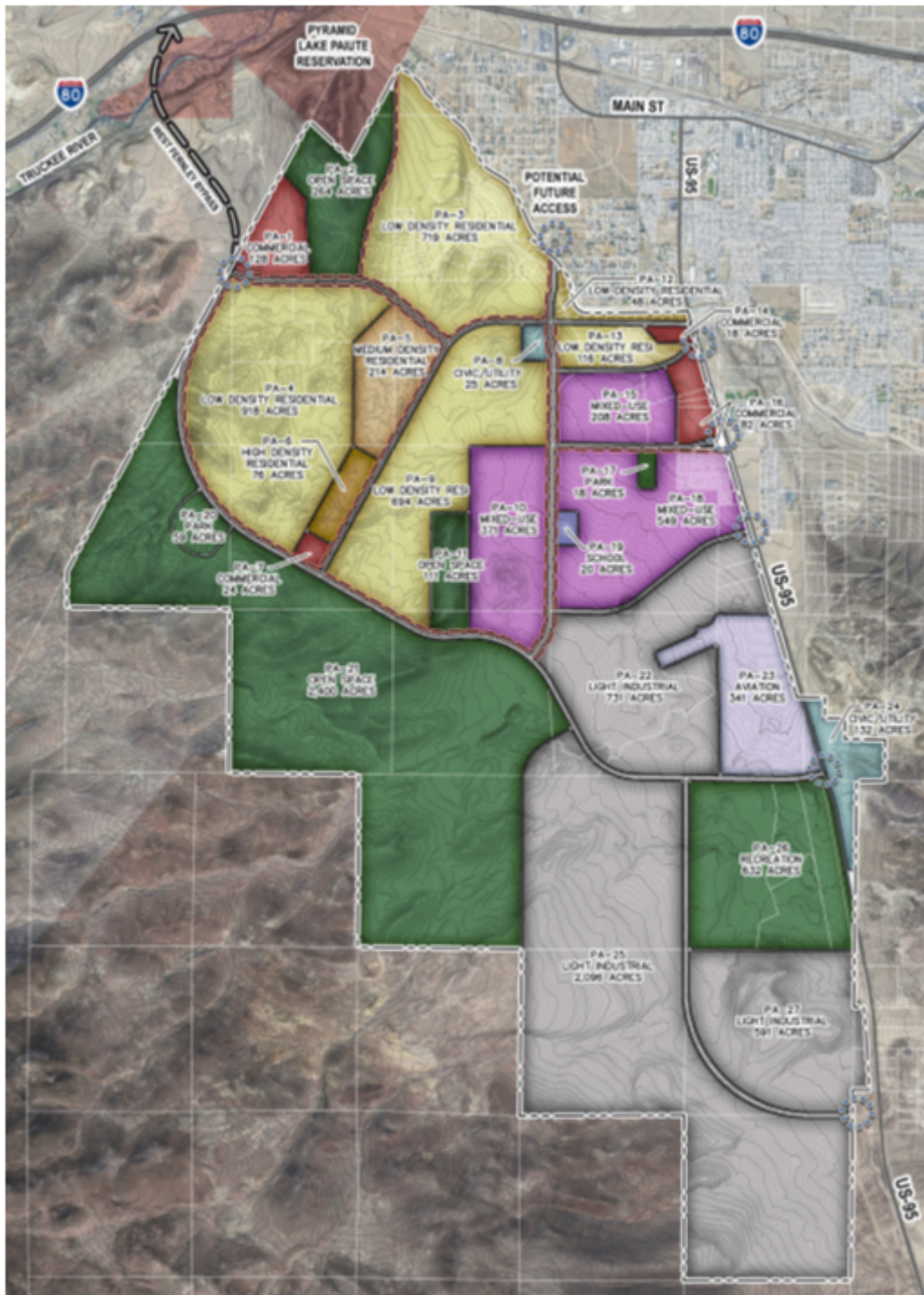
The City of Fernley anticipates considerable growth over the next two decades. An Area Plan allows for careful planning and implementation in coordination with the community and stakeholders, which is particularly important for an area of this size (11,800 acres). The Area Plan works in conjunction with the Comprehensive Master Plan and the Development Code to establish a specific vision and tangible objectives to transform the Southwest Fernley area into a large master planned community with vast employment opportunities, supporting commercial uses, and a diverse range of housing types.

The Area Plan consists of many different elements. The following narrative will focus on future land use, transportation, water, fiscal impacts, and implementation.

Future Land Use

The first step in creating an Area Plan is determining a future land use plan which lays out what types of uses are envisioned and where they should be located. Through many public open house meetings, stakeholders meetings, and discussions with elected officials, the consultant and City Staff created a land use plan that best combines the public vision of the area with property owners’ desired development potential.

Future Land Use Plan

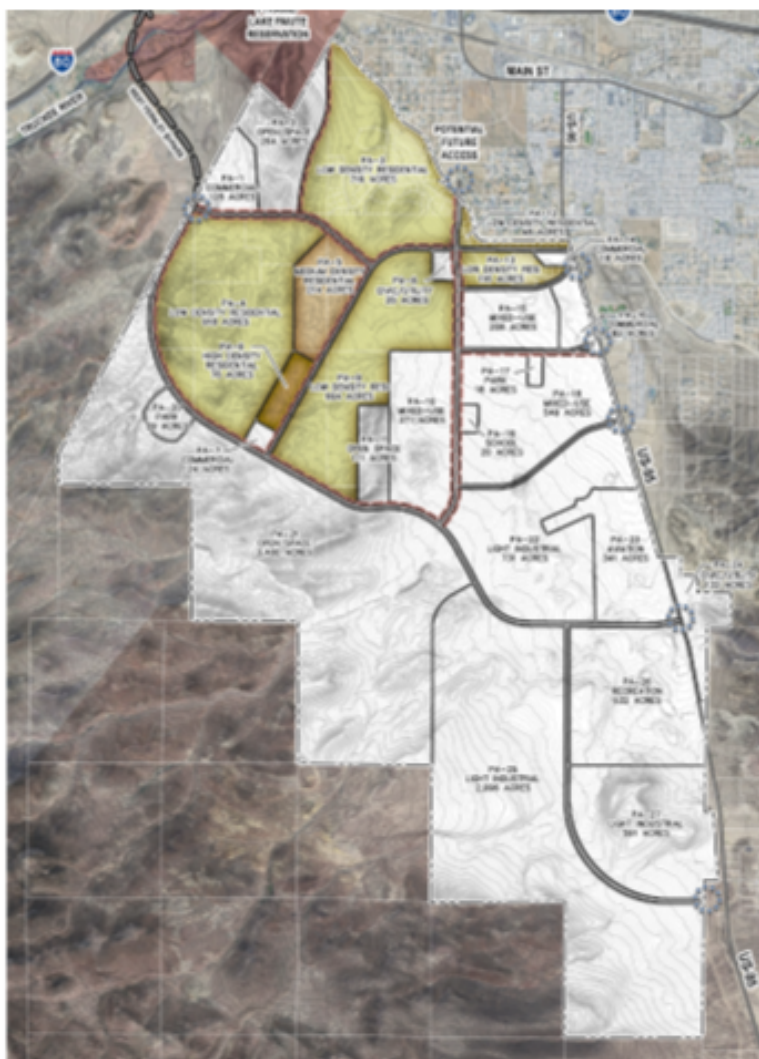


Residential

The Southwest Fernley Area Plan envisions cohesive, high-quality residential areas that will tie into surrounding Mixed-Use and Commercial uses and create a complete neighborhood. Residential uses are concentrated in the northern portion of the area and are divided into three categories: Low Density (1-6 units/acre), Medium Density (7-13 units/acre), and High Density (14-30 units/acre). Based on the amount of land dedicated to each of these categories, the Southwest Area Plan has the potential to provide up to 20,520 housing units at full buildout.

The majority of the residential area (2,703 acres) is dedicated to low density residential located mostly along the north boundary of the plan area. This area would consist of large lot estates, single-family residential units, townhomes, and/or duplexes. The medium density area (214 acres), located in the upper center of the plan area would allow more concentrated residential development such as small lot single-family residences, duplexes, triplexes, townhomes, and 1-2 story apartment buildings. High density is the smallest area (76 acres) and is located south of the medium-density area. This area would allow for taller (3-4 story) apartment buildings, condominiums, and workforce housing.

Residential Areas (Yellow/Orange)



Commercial

A total of 252 acres has been set aside mainly on the eastern and western boundaries of the Southwest Fernley Area Plan along major roadways. These areas are intended for mainly retail pad sites and larger connected development sites with in-line retail and/or big box retail. Corresponding zoning districts in these areas would include Neighborhood Commercial, General Commercial, and Tourist Commercial. The goal of these areas is to create walkable developments that provide connectivity to adjacent land uses. With a wide variety of uses included in this area, residents would not necessarily need to travel outside of the area to find what they need, therefore reducing traffic in other areas of Fernley.

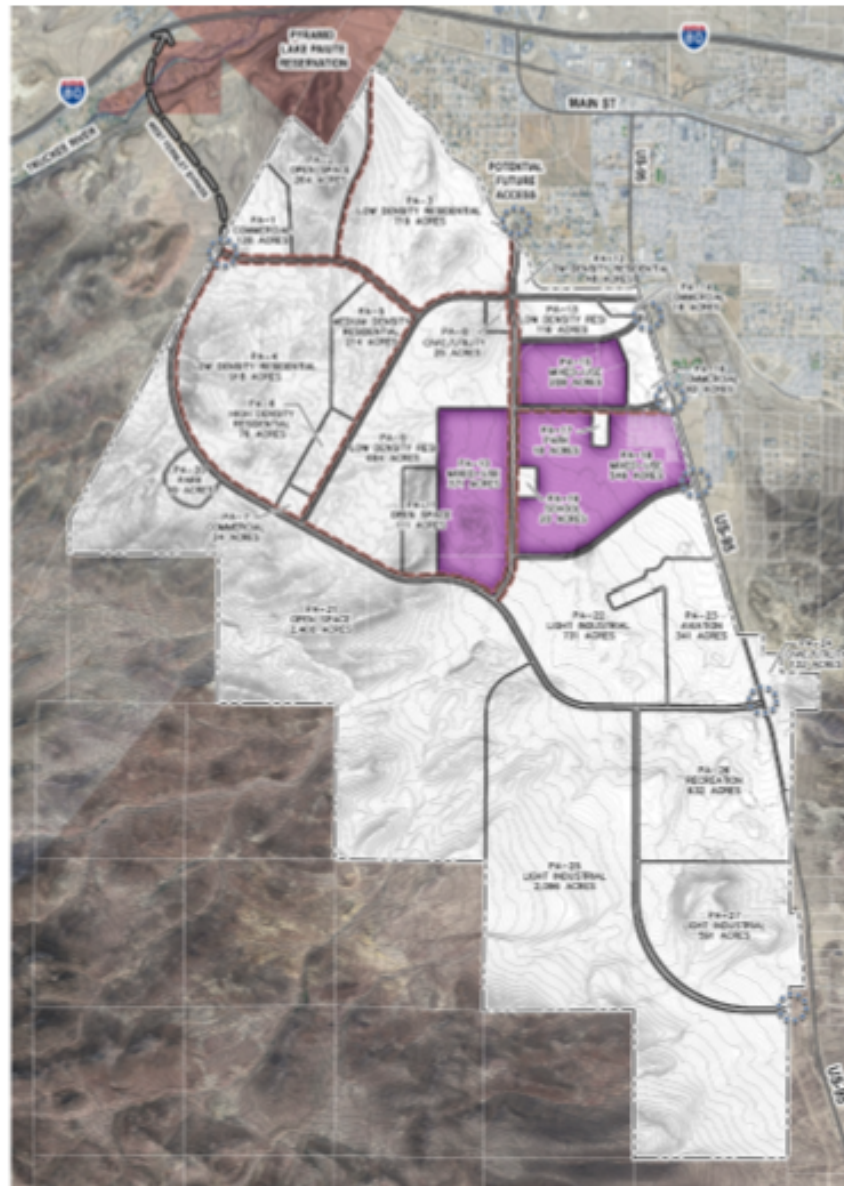
Commercial Areas (Red)



Mixed-Use

At 920 acres, the mixed-use areas within the Southwest Fernley Area Plan include a variety of community-serving land uses incorporating residential, commercial, offices, medical, and public facilities. Mixed-use is located mainly along US Highway 95A with the goal of creating a “town center” atmosphere for the area, while providing easy access for other city residents. Uses expected in these areas include multiple-family residential, live/work units, commercial retail, medical and professional offices, and neighborhood commercial. With a range of densities, it is difficult to estimate the number of future housing units, but the area is intended to promote walkability and connectivity between different types of uses.

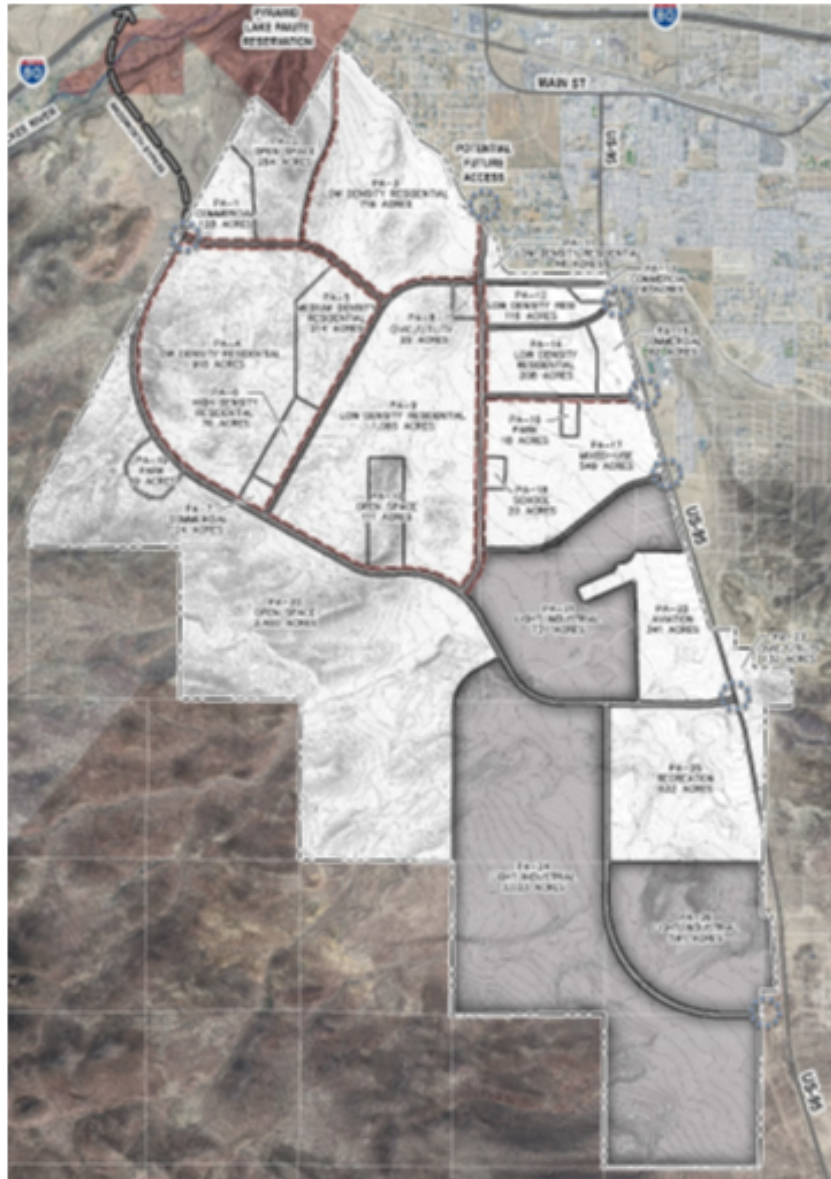
Mixed-Use Areas (Purple)



Industrial

The Industrial designation within the Southwest Area Plan accounts for the second largest land area behind Open Space and Recreation. At 3,418 acres, these areas are located on the south end of the plan area with the goal of limiting truck traffic through residential areas. The light industrial area allows for uses such as manufacturing, warehousing, logistics, offices, and data centers. These areas are intended to provide employment opportunities and create an environment where industrial activities may occur with minimum impact on surrounding land uses.

Industrial Areas (Grey)



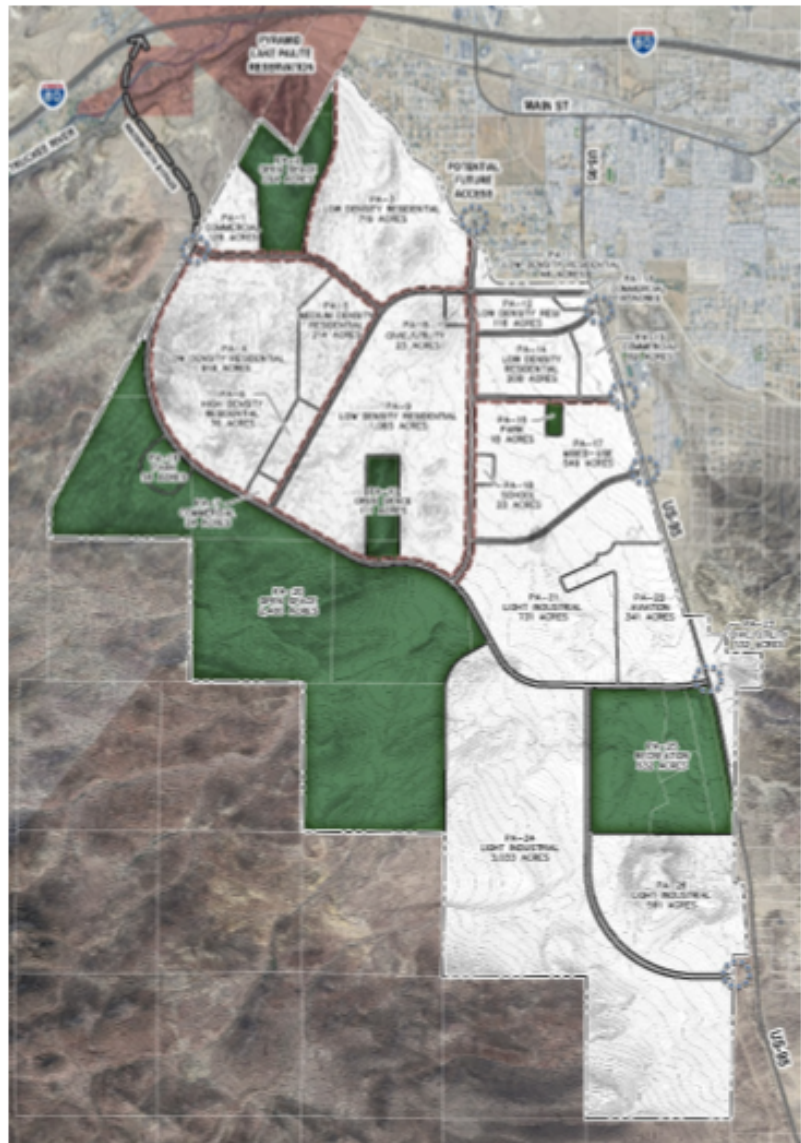
Open Space and Recreation

The largest acreage (3,484 acres) falls under the designation of Open Space and Recreation. There are three primary areas intended to provide opportunities for public parks, sports fields, and general open space preservation. The largest of these areas falls within the mountainous area along the western boundary. Open Space and Recreation was chosen for this area for several reasons: the slopes in this area prevent any significant development, the existing residents of the area expressed a strong interest in keeping the mountains as a scenic amenity, and to provide recreation space for outdoor enthusiasts.

Another area designated as Open Space and Recreation lies along the northern edge. This buffer between the existing residential and future commercial development was requested by the property owners in the Sage Road neighborhood. The topography of this small area contains some significant slopes which naturally lend themselves to open space instead of development.

Finally, one property along US Highway 95 was given the designation of Open Space and Recreation because it contains an existing off-road racing track.

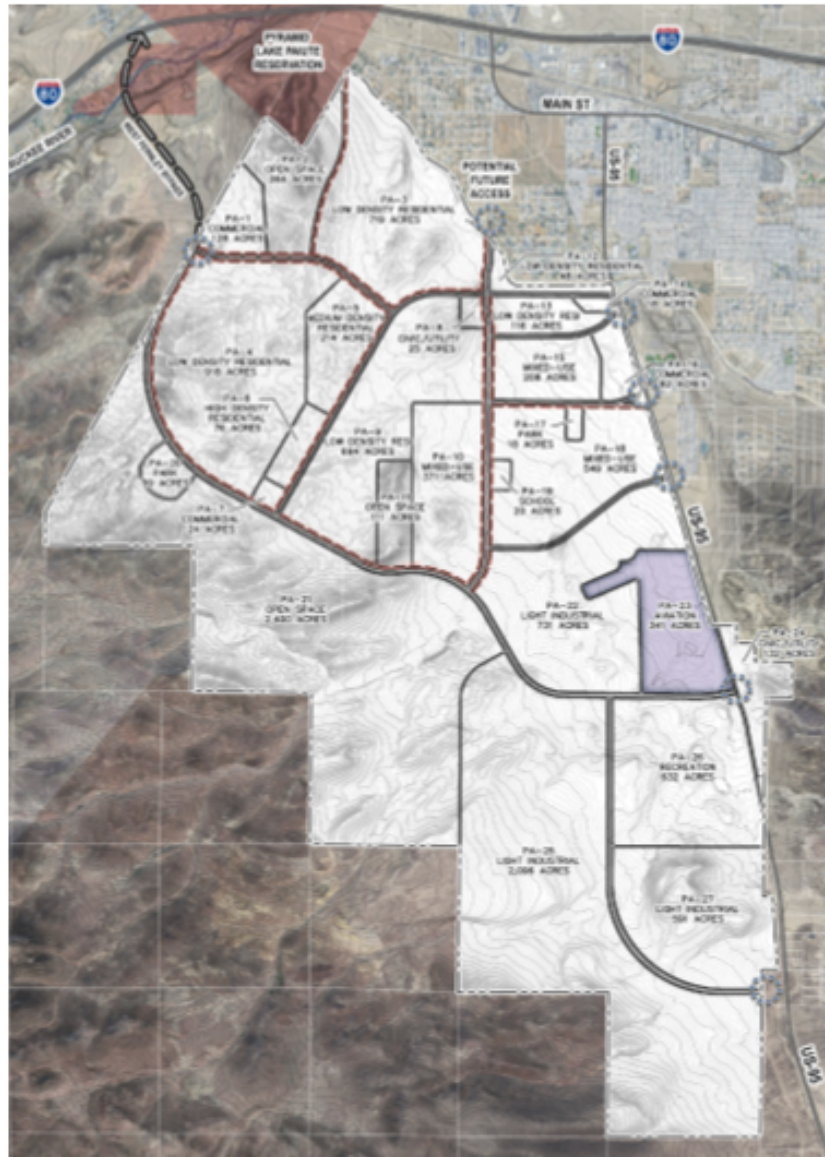
Open Space and Recreation Areas (Green)



Aviation

The final land use category is Aviation, located on the eastern side of the Southwest Fernley Area Plan adjacent to US Highway 95A. The existing Samsarg Field may be an opportunity to support surrounding industrial areas. Uses can include logistics, warehousing, storage, and aerospace-related land uses for offices and commercial. Due to the limited area available for future expansion, it may make sense to move the airstrip further to the south at some point in the future.

Aviation Area (Light Purple)



Transportation and Connectivity

The Southwest Fernley Area Plan presents an opportunity to create new connections from Fernley's existing commercial and industrial areas directly to Interstate 80. The area is currently only accessible by travelling directly through Main Street, which creates an excess of large semi-truck traffic through downtown Fernley. The Southwest Fernley Area Plan presents the opportunity to develop a connection to Interstate 80 that bypasses this congestion, alleviating it, and taking advantage of future industrial development nearby.

It will be the responsibility of proposed developments to identify how connectivity will be specifically provided for each mode of transportation. These include:

- Walking – Sidewalks are needed throughout the plan area to promote active transportation, connectivity, and pedestrian safety.
- Cycling – Consider added levels of protection for any potential bike lanes where cyclists may share the road with trucks. Additional cycling infrastructure such as bike maintenance stations and bike stands needs to be considered to promote cycling and create a safe and welcoming environment.
- Driving – Developers will be responsible for main arterial roads, neighborhood linkages, and smaller roads. Main arterials throughout the area will need to be constructed first for development to continue progressing.
- Truck Traffic – Truck traffic should be planned in a manner that does not create additional traffic in neighborhoods. Residents, visitors, and employees should have clear access to their destinations while allowing trucks to easily access industrial sites. Future developments must identify the routes trucks will travel to and around the industrial areas and how traffic will be mitigated.

Water Capacity

One of the most frequently asked questions from both the public and the elected officials was if there is enough water to serve the proposed uses within the Southwest Fernley Area Plan. Based on that, it was decided to include a water capacity analysis into the plan. The current water demand was used as the baseline of this analysis. The City of Fernley has current capacity to meet all of the following current conditions:

Average Daily Demand = 3.88 Million Gallons/Day (MGD)

Maximum Daily Demand = 6.52 MGD

Peak Hour Demand = 10.90 MGD

The table below gives a brief summary of each system component of the existing water infrastructure and what, if any, upgrades or improvements will be needed to serve the area.

Water Capacity Analysis Summary

System Component	Analysis	Outcome
Available Water	Total Capacity = 12.33 MGD; Groundwater wells only; Working to obtain surface water	Some available capacity; Surface water will add additional capacity; Additional water needed for southwest area depends on future development demands

Treatment Plant	Average Flow Rate = 4-6 MGD Maximum Flow = 20 MGD	No upgrades needed to meet southwest area demands
Pump Station	Current Capacity = 21.2 MGD Maximum Capacity = 30 MGD	No upgrades needed to meet southwest area demands
Transmission Main	No existing water transmission infrastructure to southwest area	New transmission main needed to extend service to southwest area
Water Storage	Total Storage Capacity = 7 million gallons 5.37 million gallons below amount outlined in Nevada Administrative Code*	Additional water storage will be required to support development in the southwest area
Pressure Zones	Current water storage tanks can serve up to elevations of 4,235 feet Majority of southwest area above 4,235 feet	New pressure zone needed to serve southwest area (including additional booster pumps and storage tanks)
Distribution	Pipe network utilizes pipes from 6 inches to 24 inches No distribution lines to southwest area	Distribution pipe will need to be sized in accordance with demands of development

*Can be offset by excess pumping capacity; Additional storage tanks required as part of the Victory Logistics development will add additional storage capacity

Fiscal Impact Analysis

The Fiscal Impact Analysis builds off the future land use plan to help understand the impact of future revenue associated with the proposed land uses. Based on this, the City can create a framework from which to prioritize public investment in roadway improvements, utilities, parks, and zoning policy.

As shown in the table below, mixed-use and high-density residential uses provide the greatest revenue per acre. However, mixed-use developments are projected to be the largest contributor to annual revenue. At full buildout of the Southwest Fernley Area Plan as proposed, the City of Fernley is projected to receive an additional \$103 million per year in property tax. This is almost eleven times more than current property tax revenue.

Expected Property Tax Revenue by Use Type

Land Use	Revenue per Acre	Acres	Expected Annual Revenue
High Density Residential	\$37,149.61	68.4	\$2,541,033.07
Medium Density Residential	\$17,725.17	192.6	\$3,413,868.57
Low Density Residential	\$10,703.69	1,910.7	\$20,451,534.80
Commercial	\$11,366.80	226.8	\$2,577,989.88
Mixed-Use	\$52,782.11	960.3	\$50,686,664.33
Light Industrial	\$7,785.28	3076.2	\$23,949,074.37
Total			\$103,620,165.02

Implementation Plan

This Plan is the first step in the development of the southwest area of Fernley. Additional work will be required to update policies, adopt regulatory changes, and establish public/private partnerships. This section of the Southwest Fernley Area Plan provides a guide to next steps, including financing options and additional actions and initiatives that should be implemented to achieve the highest level of success. The Implementation Plan focuses on three areas: infrastructure/utilities, water, and transportation.

There are several potential funding sources outlined in this section. These include:

- Special Taxing District/Metro Districts (Also known as Special Assessment District)
- Tax Increment Financing (TIF)
- Impact Fees
- General Fund
- Local, State, and Federal Grants

The Implementation Plan also outlines projects or initiatives that need to be undertaken to implement the plan. These are divided into categories as high priority (1-3 years), moderate priority (4-7 years), and low priority (8+ years). The following is a list of items by priority level as outlined in the Southwest Fernley Area Plan.

High Priority

Complete Surface Water Study
 Infrastructure Plan
 Zoning Code Update
 NDOT Coordination
 BLM/BOR Coordination
 Master Plan Update
 Capital Improvement Plan Update
 Stormwater Runoff Study
 Airport Master Plan
 City Staffing Study

Moderate Priority

Update Transportation Master Plan
 Safe Routes to School Plan Update
 Water Infrastructure Upgrades
 Water Conservation Plan Update

Low Priority

Active Transportation Plan
 Parks and Trails Plan

CONCLUSION

The Southwest Fernley Area Plan has been created in conjunction with the residents, property owners, and elected officials to ensure that the area is developed in the way that will appeal to everybody. The creation of this document is a big step forward for the City of Fernley as it prepares for future growth and the challenges that come with it.

CITY OF FERNLEY
RESOLUTION # 25-004

A RESOLUTION OF THE CITY OF FERNLEY FOR A COMPREHENSIVE MASTER PLAN ASSOCIATED WITH CASE NUMBER MPA25002, TO ADOPT THE SOUTHWEST FERNLEY AREA PLAN DOCUMENT FOR APPROXIMATELY 11,800 ACRES GENERALLY LOCATED SOUTH OF THE TRUCKEE CANAL AND WEST OF HIGHWAY 50/95 ALTERNATE.

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

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

WHEREAS the Planning Commission held a public hearing on April 9, 2025 and the City Council heard this item on April 16, 2025; and

WHEREAS the proposed Master Plan Amendment would implement Goals LU1.3, LU.1.4, LU.1.6, and LU.1.11 of the City of Fernley Comprehensive Master Plan.

NOW, THEREFORE, BE IT RESOLVED, that based on the discussion and findings provided in the staff report and/or testimony presented at the April 9, 2025 Planning Commission and the April 16, 2025 City Council meetings, that the Southwest Fernley Area Plan be adopted as part of the City of Fernley's comprehensive master plan; and

BE IT FURTHER RESOLVED that the Fernley Planning Commission denies and recommends that the City Council not certify this Master Plan Amendment as part of the Fernley Comprehensive Plan.

RESOLUTION FAILED this 9th day of April 2025, by the following vote of the Fernley Planning Commission:

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

By: _____

Date: _____

Jenni McCullar, Chairwoman

Attest By: _____

Date: _____

Brenda Gosser, Deputy City Clerk

RESOLUTION CERTIFIED this 16th day of April 2025, by the following vote of the Fernley City Council:

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

FERNLEY CITY COUNCIL

By: _____

Neal E. McIntyre, Mayor

Date: _____

Attest By: _____

Kim Swanson, City Clerk

Date: _____

CITY OF FERNLEY

Southwest Area Plan



— April 2025 —



Kimley»Horn

Acknowledgments

City Council

Mayor Neal E. McIntyre

Ryan Hanan, Ward One Councilmember

Felicity Zoberski, Ward Two
Councilmember

Stan Lau, Ward Three Councilmember

Albert Torres, Ward Four Councilmember

Joe Mendoza, Ward Five Councilmember

Planning Commission

Chairwoman Jenni McCullar

Vice-Chair Angela Lewis

Robert Flores

Tessa Garvin

Julianne Holt

Jacob VanderHeiden

Cody Wagner

Barry Williams Sr.

City of Fernley

Benjamin Marchant, City Manager

Lydia Altick, Deputy City Manager

Michele Rambo, AICP, Planning Director –
Project Manager

Consultant Team – Kimley-Horn

Blake Young, AICP – Project Manager

Ines Galmiche, AICP – Deputy Project
Manager, Report Photographer

Devin Moore, PE – Transportation Lead

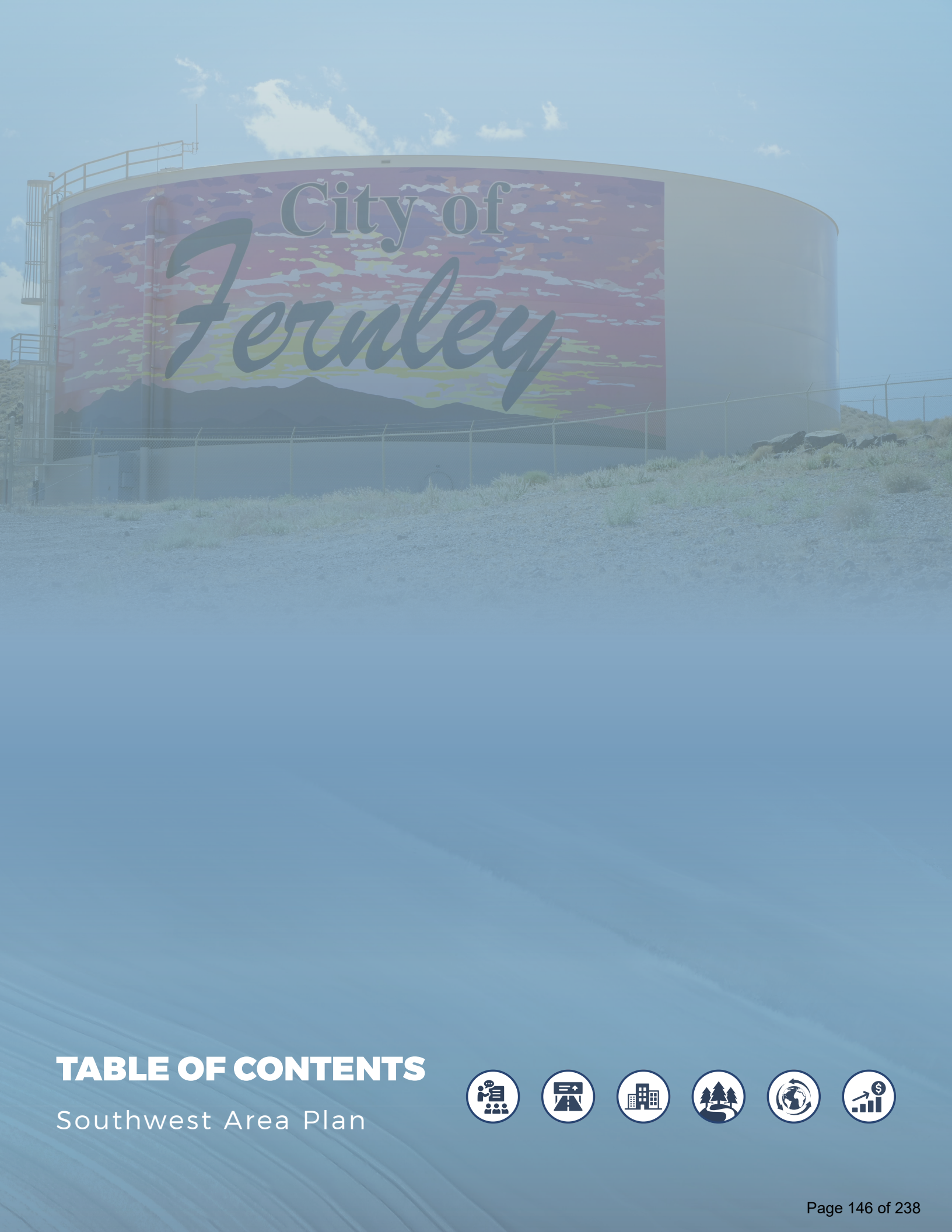
Jessica Rossi, AICP – Market Analysis Lead

Joseph Cuffari – Public Engagement Lead

Kimley»Horn

Thank You to All Engaged Fernley Residents and Stakeholders

Adopted by City Council on Month, XX, 2025



City of *Fernley*

TABLE OF CONTENTS

Southwest Area Plan



Table of Contents

Acknowledgments.....2

Introduction7

 Plan Purpose7

 The Planning Process.....9

 Plan Context.....10

 How to Use This Plan14

Community Engagement16

 Open House #1 and #216

 Online Survey.....18

 First Graders Visit To City Hall19

Vision and Goals.....21

 Goals21

Community Profile24

 Demographics24

 Market Conditions.....27

Existing Conditions.....30

 Challenges.....30

 Opportunities34

Future Land Use Map.....42

 Residential.....44

 Commercial45

 Mixed-Use46

 Open Space
 and Recreation48

Public Facilities	49
Aviation	50
Transportation and Connectivity	52
Overview.....	52
Walking	53
Cycling	53
Driving.....	54
Truck Traffic.....	55
Water Capacity	57
Current Demand.....	57
Available Water Resources	57
Treatment Plant	58
Pump Station.....	58
Transmission Main	58
Water Storage.....	59
Pressure Zones.....	59
Distribution.....	60
Fiscal Impact Analysis	63
Overview.....	63
Implementation Plan	67
Potential Funding Mechanism(s).....	68
Implementation Matrix.....	69
Appendix A: Fiscal Impact Analysis.....	73
Appendix B: Market Conditions	80

INTRODUCTION

Southwest Area Plan



Introduction

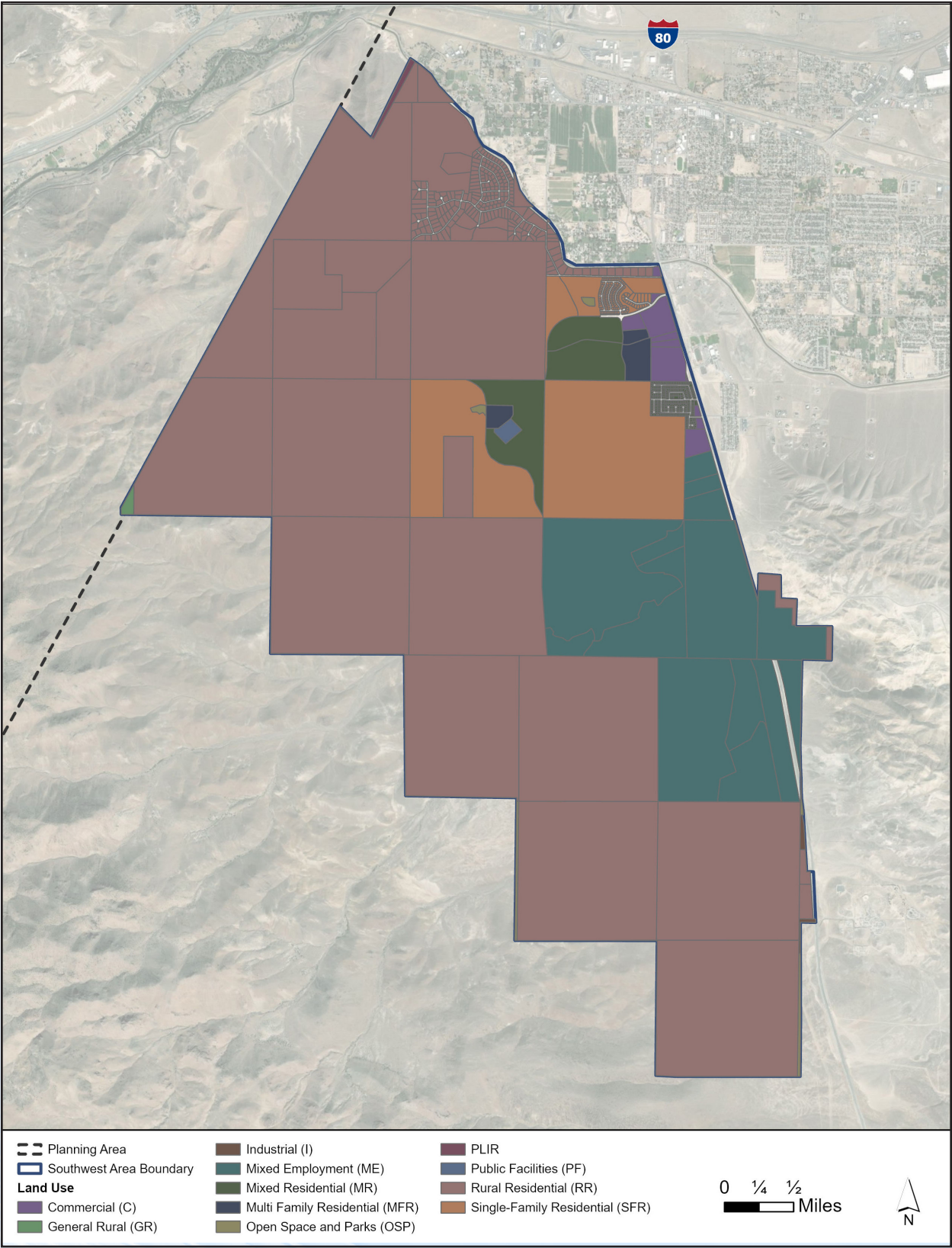
Plan Purpose

In 2018, the City's Comprehensive Master Plan was adopted with a vision for the City of Fernley. The Master Plan identified three future development areas on the Land Use Map – North Area, Southwest Area, and South Area. These areas are the largest remaining developable areas in the community and will play a key role in the City's future growth.

Fernley anticipates considerable continued growth over the next two decades. Local planning considerations include the development of a major rail facility that would function as an inland port, creating a significant increase in truck traffic along the I-80 and US-95 corridors. With its location along I-80 and the Union Pacific Railroad (UPRR) corridor, and approximately 35 minutes from Reno, the City is well positioned to provide both employment – particularly for manufacturing and distribution – and housing for the region.

An Area Plan allows for careful planning and implementation, in coordination with the community and stakeholders, which is particularly important when considering intense growth as anticipated in Fernley and the size of the project area (approximately 11,800 acres of largely undeveloped land). This Area Plan works in conjunction with the Fernley Comprehensive Master Plan and current development plans, and it establishes the specific vision and objectives to transform the Southwest Fernley area into a large master planned community with vast employment opportunities, supporting commercial services and a diverse range of housing types.

Current Planning Area Map



The Planning Process



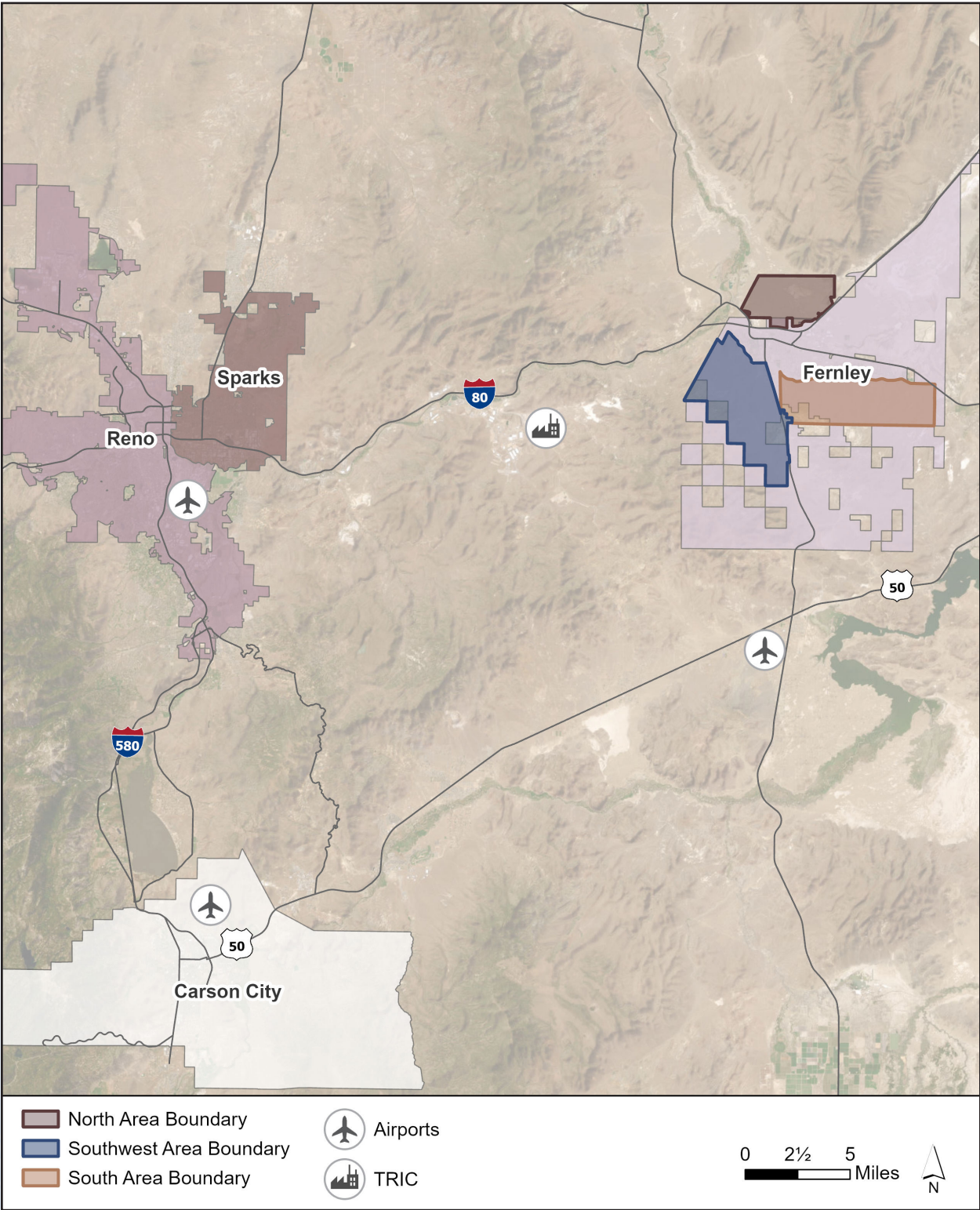
Plan Context

REGIONAL CONTEXT

The City of Fernley is located along the western edge of the State of Nevada, approximately 30 miles east of Reno and approximately 77 miles northeast of South Lake Tahoe in California. Fernley is part of Lyon County, which is home to a population of about 59,235 residents, according to the 2020 U.S. Census.

Fernley rests in the Great Basin Desert, which extends from Salt Lake City to Reno. The semi-arid environment is one of the region's most valuable resources, with an average elevation of approximately 4,200 feet and surrounding mountain ranges rising to 10,000 feet. The average annual rainfall is five inches with generally no air quality problems or severe winter snow conditions. There are several lakes and rivers throughout the region, as well as federally-owned land (Bureau of Land Management – BLM) that checkerboards the landscape and provides abundant opportunities for outdoor recreation and scenic vistas.

Figure 1. Regional Context Map



EXISTING PLANNING INITIATIVES

The City of Fernley has completed several plans in the last decade that guide the vision of future growth for the community. These plans include:

- 2017 Parks Master Plan
- 2018 Comprehensive Master Plan
- 2019 Community Assessment
- 2020 Development Code
- 2020 Transportation Master Plan
- 2022 Water Master Plan

As part of the Comprehensive Master Plan, Fernley residents formed several community principles to shape the future of the city:

- A desire to coordinate growth and the provision of services,
- Ensure compatibility for development,
- Nurture the unique character of Fernley, and
- Provide a balance of housing types and improved employment opportunities.

This plan carries forward these core principles and ensures that recommendations from all past planning initiatives are both honored and refined to best reflect current conditions and community priorities.

FEDERAL LANDS BILL

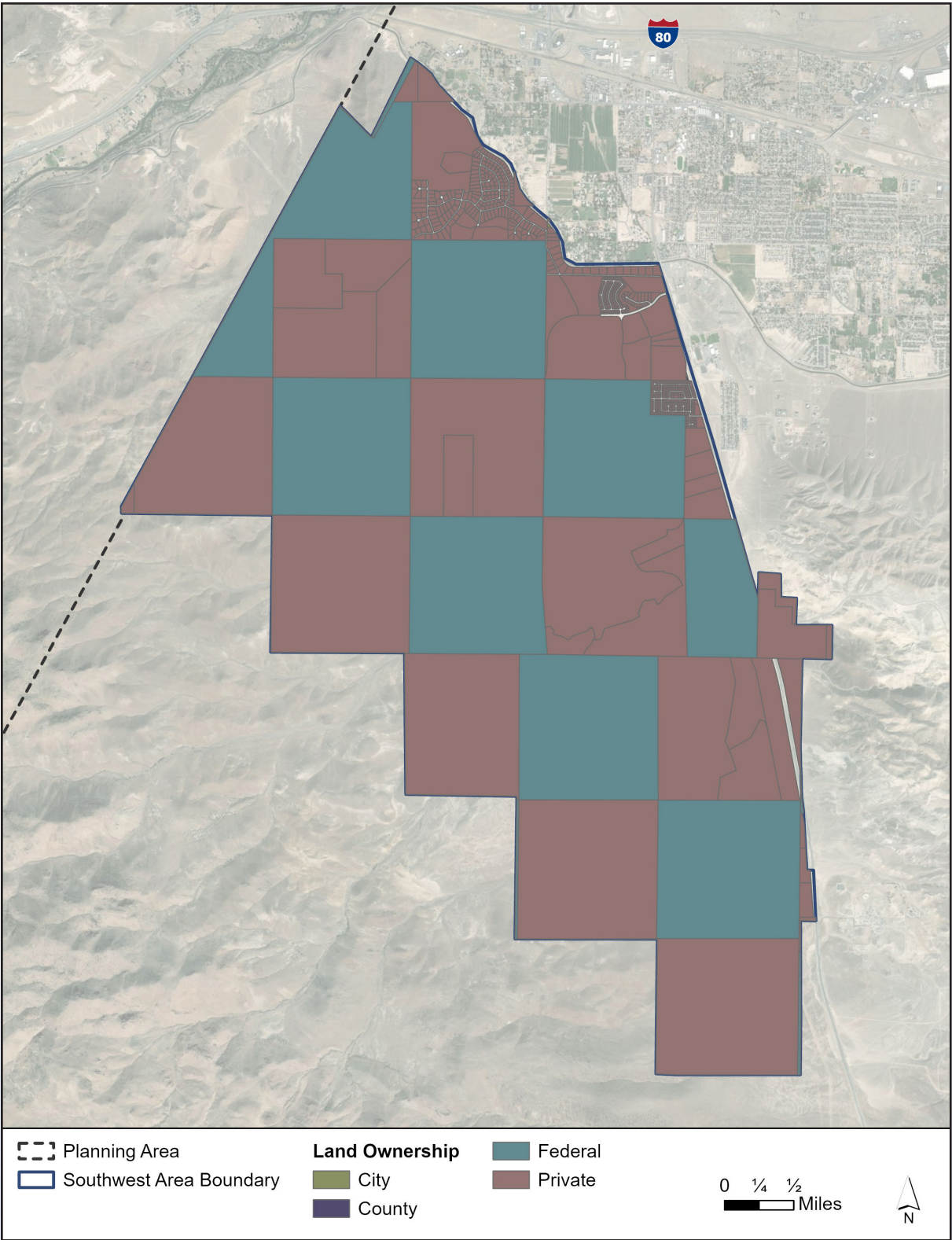
On December 19, 2014, the National Defense Authorization Act (Act) was signed in to law (Public Law 113-291.) Included in this Act is Section 3009(c) titled, “conveyance to the City of Fernley, Nevada,” which is commonly referred to as the “Lands Bill.” Under section 309 (c)(2), the Bureau of Land Management (BLM) is required to convey to the City of Fernley approximately 9,779 acres of Public Lands.

On November 2, 2016, a memorandum of understanding (MOU) was executed which establishes a relationship between BLM and the City regarding their respective roles, responsibilities, conditions, and procedures for land conveyance, which includes compliance with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and any other federal law(s) applicable to the project.

The MOU provides guidelines for projects moving forward, particularly economic development projects. This agreement outlines the specific steps needed and will help establish a guideline when coordinating with developers interested in projects within the designated areas.

On November 6, 2019, City Council authorized City staff to move forward with identified parcels in the Fernley Lands Bill for recreation and public purpose. Roughly 40% of the land in the Southwest Area is currently owned by BLM with plans for land conveyance to the City (see **Figure 3**).

Figure 2. Parcel Ownership Map



How to Use This Plan

This plan establishes guidance for the use and development of the Southwest Area. It is intended to be used by City staff, prospective applicants, and property owners to understand the vision and expectation of future development. This plan supersedes the Fernley Comprehensive Master Plan and guides policy and regulatory decisions that are made after plan adoption.

The Land Use Plan establishes the land uses permitted and encouraged within the Southwest Area Plan. Through this Plan, and the adjoining Design Guidelines, future development is guided in a manner that corresponds with the vision and goals for the Area.

Prospective applicants should consult this Area Plan to be well informed on what uses are permitted within the area, and subsequently, should refer to the Design Guidelines for more direction on what will be expected for any new development. City and elected officials will refer to this Plan and the Design Guidelines when reviewing project applications to ensure consistency.



COMMUNITY ENGAGEMENT
Southwest Area Plan



Community Engagement

The Southwest Area Plan's engagement process encouraged the community to get involved in the progression of the Plan and provide as much feedback as possible to create a cohesive vision that truly reflects the community's goals for future growth. This process built upon the preliminary input from the stakeholder's workshop and public open house, unfolding as a continuous and evolving process that utilized several methods of communication and interaction over the course of the year. As a result, this Area Plan represents a true community planning initiative that brings together various perspectives and goals. Key themes that emerged throughout the process are:

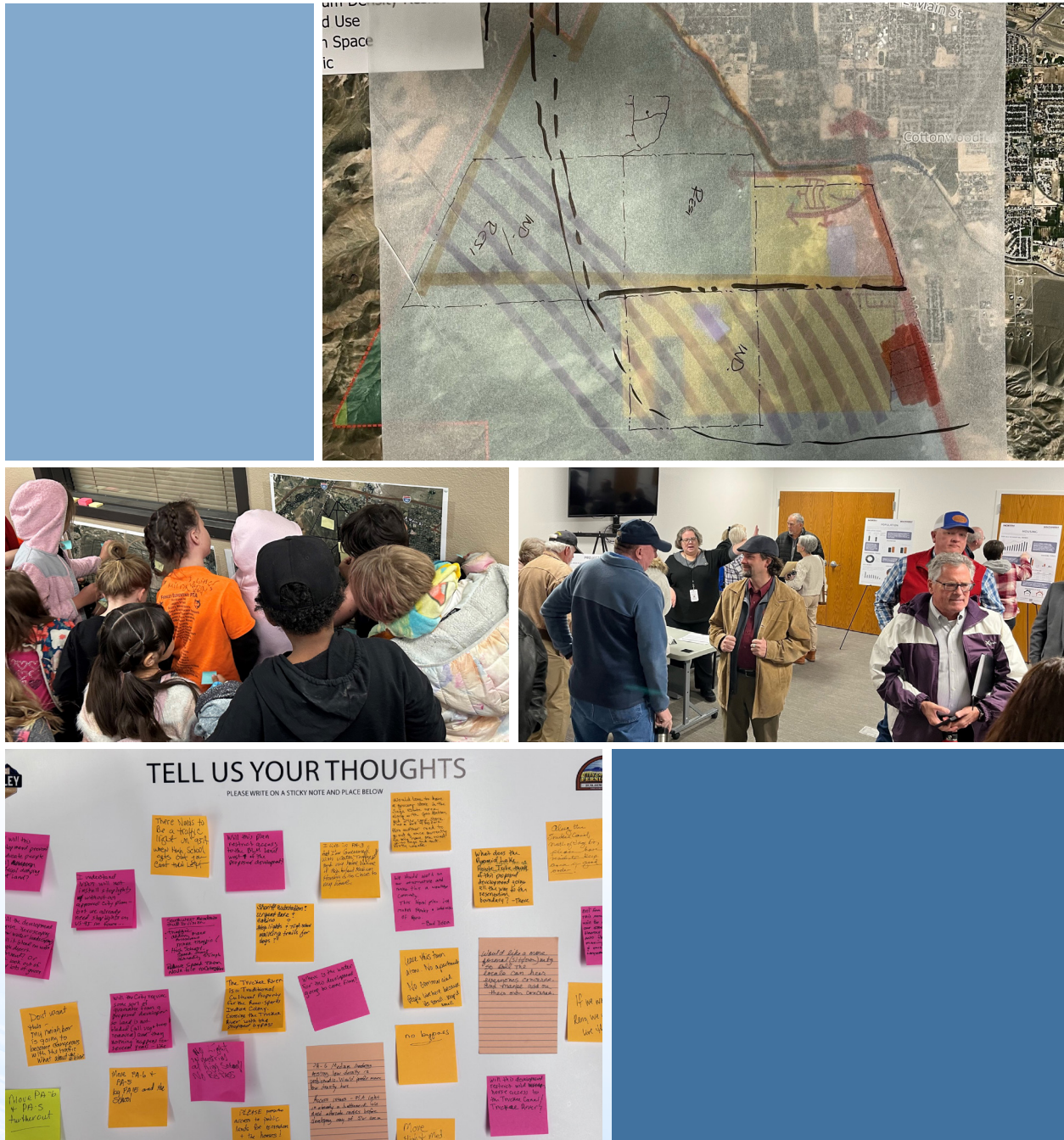
- A desire for more attractions, entertainment, restaurant, and retail options in Fernley.
- A concern for water conservation with increased development.
- Importance of maintaining open space, ATV roads, and hiking trails for recreation and athletic events.
- Concerns for traffic flow and desire for improved multi-modal access and connectivity.
- Questions surrounding coordination with BLM land.
- The importance of selecting appropriate uses around the airstrip and questions surrounding its future plans.
- Consideration of the wild horses.
- Questions on the order and responsibility for financing infrastructure.



Open House #1 and #2

On January 16, 2024, the City held a public open house with the intent of focusing conversation on the community's vision and values, land use, and overall future of the areas. In total, 73 people attended. This initial event was facilitated through open-ended conversations with several interactive boards and maps that helped reveal residents' goals and concerns surrounding development and growth in the Southwest Area.

On September 12, 2024, the City held a second public open house with the intent of refining and finalizing the draft Land Use Plan that had been formed through previous discussions at the first open house and during stakeholder meetings. About 50 people attended. Key considerations discussed included: open space and recreational trails, a progression in densities near existing single-family neighborhoods, as well as traffic and signalized intersections. The planning team also presented at Planning Commission and City Council meetings in August 2024.



Stakeholder Workshop and Meetings

An initial stakeholder workshop took place on January 16th, 2024. This workshop was intended to introduce the project team to local influencers and decision makers to develop an initial understanding of the community, current development interest, existing site and market conditions, and the overall community vision. Between January and September 2024, the planning team held one-on-one meetings with stakeholders to receive preliminary thoughts and feedback on development throughout the area. Stakeholders included property owners, local businesses, community leaders, residents of adjacent properties (including the Pyramid Lake Paiute Tribe), and prospective developers.



Generally, stakeholders were interested in higher intensity commercial along US-95, opportunities for a variety of housing densities/products, opportunities for industrial uses (particularly adjacent to SAMSARG), and development of the bypass to alleviate truck traffic into Fernley. The Pyramid Lake Paiute Reservation expressed a concern for maintaining air and water quality as the Southwest Area develops..

Online Survey

In addition to Stakeholder meetings and Open Houses, the City facilitated online surveys to gather more feedback and insight from a broader group of citizens. The surveys were advertised on Facebook, the City's website, and at City Hall to encourage active participation. Between December 22, 2023, and April 18, 2024, the City of Fernley collected and synthesized the survey responses from the community. The survey was intended to collect preliminary thoughts surrounding development and community needs – within Fernley as a whole and within the Southwest Area.

A total of 136 people contributed their feedback in the five months the survey was available. The majority of respondents were homeowners, had lived in Fernley for at least 6 years, and represented a wide age and income range. Respondents generally valued Fernley's access to open space, were concerned about overcrowding and water sustainability, and overwhelmingly wanted to see improved traffic circulation over the

next 20 years. The majority of respondents support future development within the City to create more businesses and services.

Specifically, the City asked survey respondents what types of businesses and services they would like to see most to attract both visitors and locals. The following summarizes the top five reoccurring responses:

- 1** National chain retail and generally more shopping options
- 2** Restaurants
- 3** Entertainment diversity and attractions for kids
- 4** Grocery stores and bulk food stores
- 5** Medical offices/services and a hospital

Other key themes from respondents include a desire for multi-modal access and connectivity, a mixed-use town center, enhanced open space and recreational facilities, and concern about access to water.

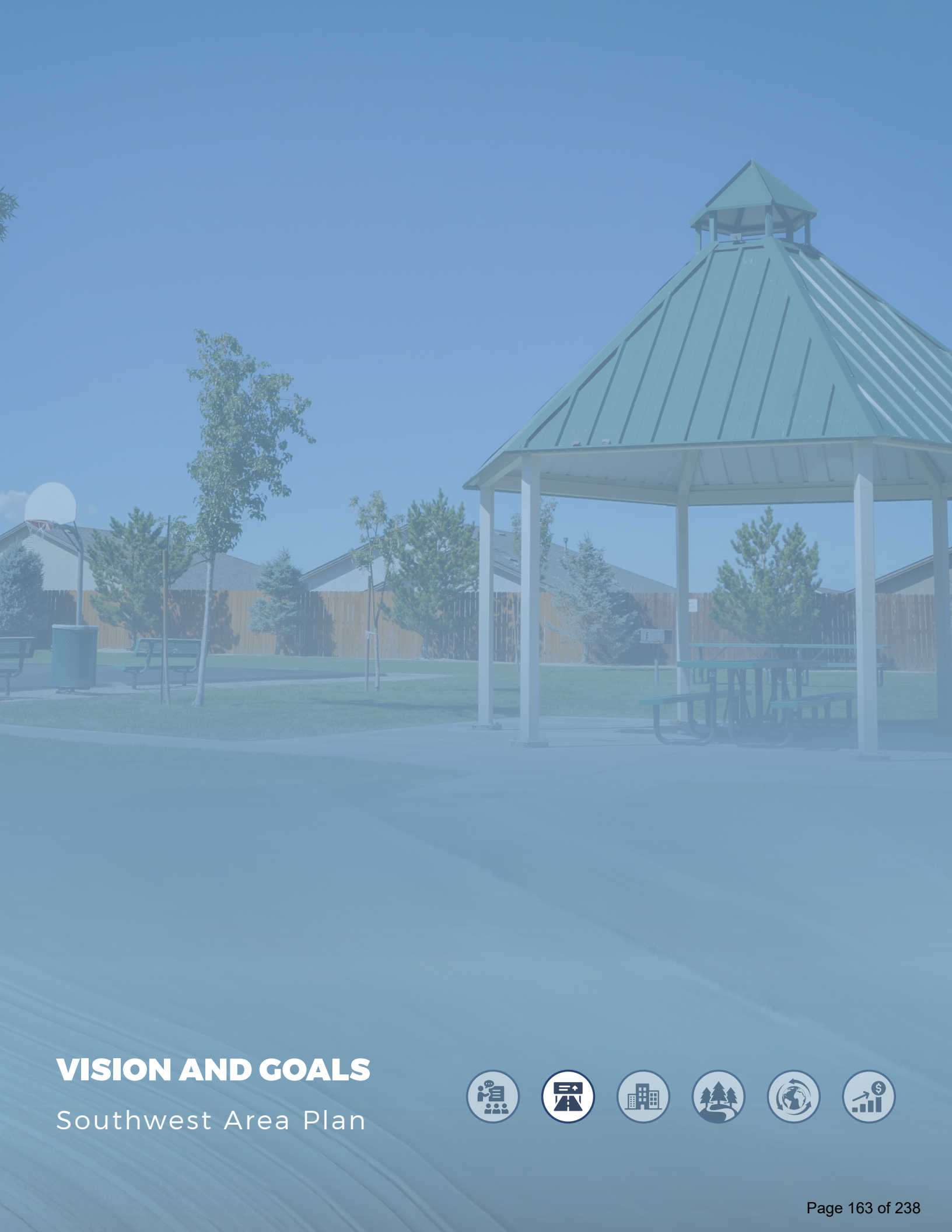
First Graders Visit To City Hall

On Friday, April 26, 2024, two classes of first graders visited City Hall and participated in a planning exercise suggesting land uses for the Southwest Area Plan. The children used post-it notes to suggest where three uses should be located based on the Area Plan's parcels:

- Yellow – residential
- Blue – parks
- Pink – commercial

The group of children recommended a buffer of parks in the south-west section of the Area. They also suggested a variety of uses throughout – steering clear of concentrating one singular use.



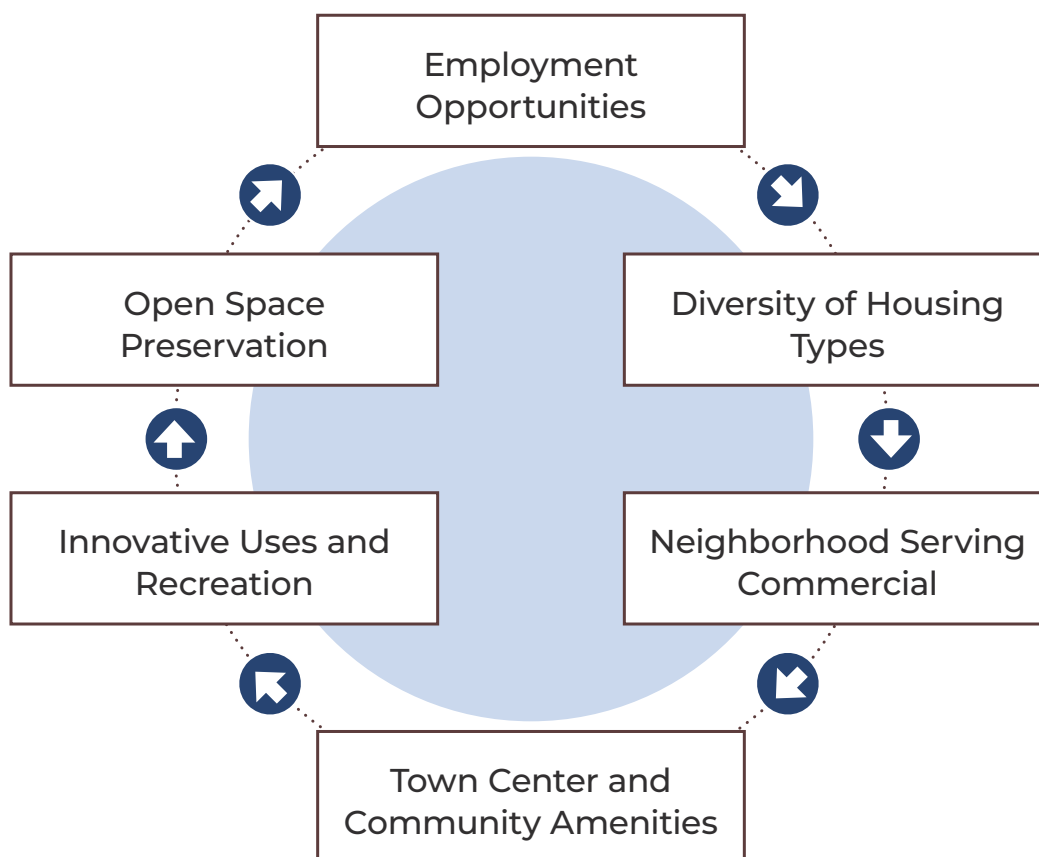


VISION AND GOALS

Southwest Area Plan



Vision and Goals



Goals

Land Use

- Facilitate and promote orderly development.
- Encourage compatible mixed-use development that results in decreased travel time and increases access to resources.
- Promote housing development that meets the needs of all segments of the community.
- Mitigate natural hazards from land uses through appropriate site design and review standards.
- Promote innovative uses to respond to changing market conditions.

Infrastructure

- Encourage safe, efficient, and multi-modal transportation.
- Require developments have access to adequate resources, infrastructure, and public services.
- Facilitate a transportation and circulation system that alleviates and mitigates future traffic associated with land uses established in this Plan.
- Create a safe and welcoming environment for the existing Fernley community, future residents, and visitors.
- Continued coordination with the Pyramid Lake Paiute Reservation to mitigate impacts of development.
- Advance efforts to alleviate existing truck traffic and congestion in Fernley by creating a highway bypass.

Recreation/ Open Space

- Expand and diversify recreational opportunities.
- Promote active transportation as a form of recreation via the multi-use paths.
- Protect ranges and environmental features.

Economic Development

- Advance the economic well-being of Fernley.
- Expand Fernley's employment opportunities and attract new businesses and corporations that will grow the city's economy.
- Facilitate the creation of "third place[s]" through the town center and mixed-use areas – creating a place for people to go and spend quality time between work and home.
- Establish Fernley as an employment hub with access to high quality jobs and affordable living.

Implementation

- Maintain consistency with other City Planning documents and the community's vision.
- Pursue a variety of funding opportunities to complete the needed improvements and facilitate development of the planning area.
- Maintain existing relationships and establish new partnerships amongst agencies, neighboring jurisdictions, stakeholders, and the community.

COMMUNITY PROFILE

Southwest Area Plan



Community Profile

Demographics

Figure 3. Planning Study Area

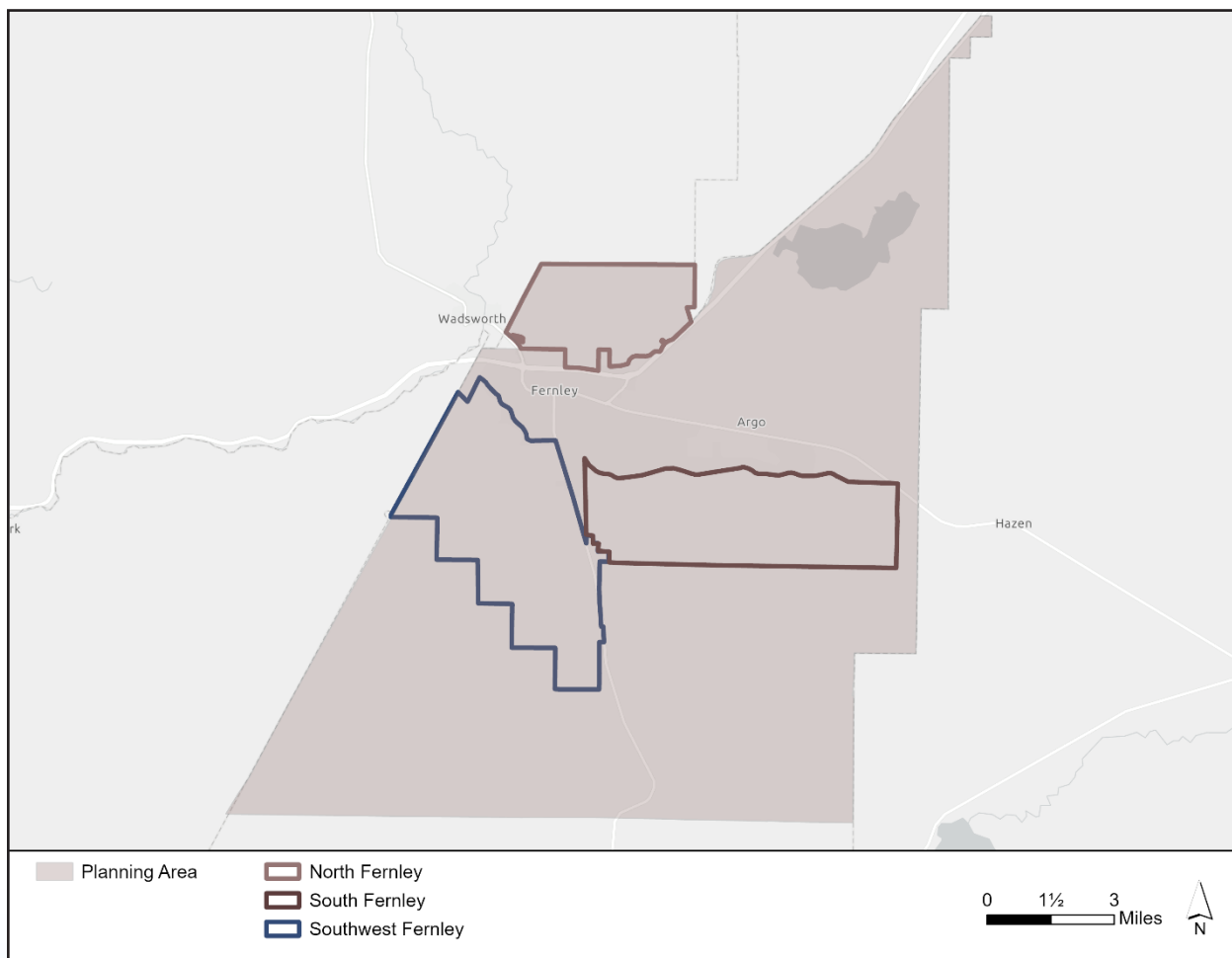


Figure 4. Planning Study Area and CSA

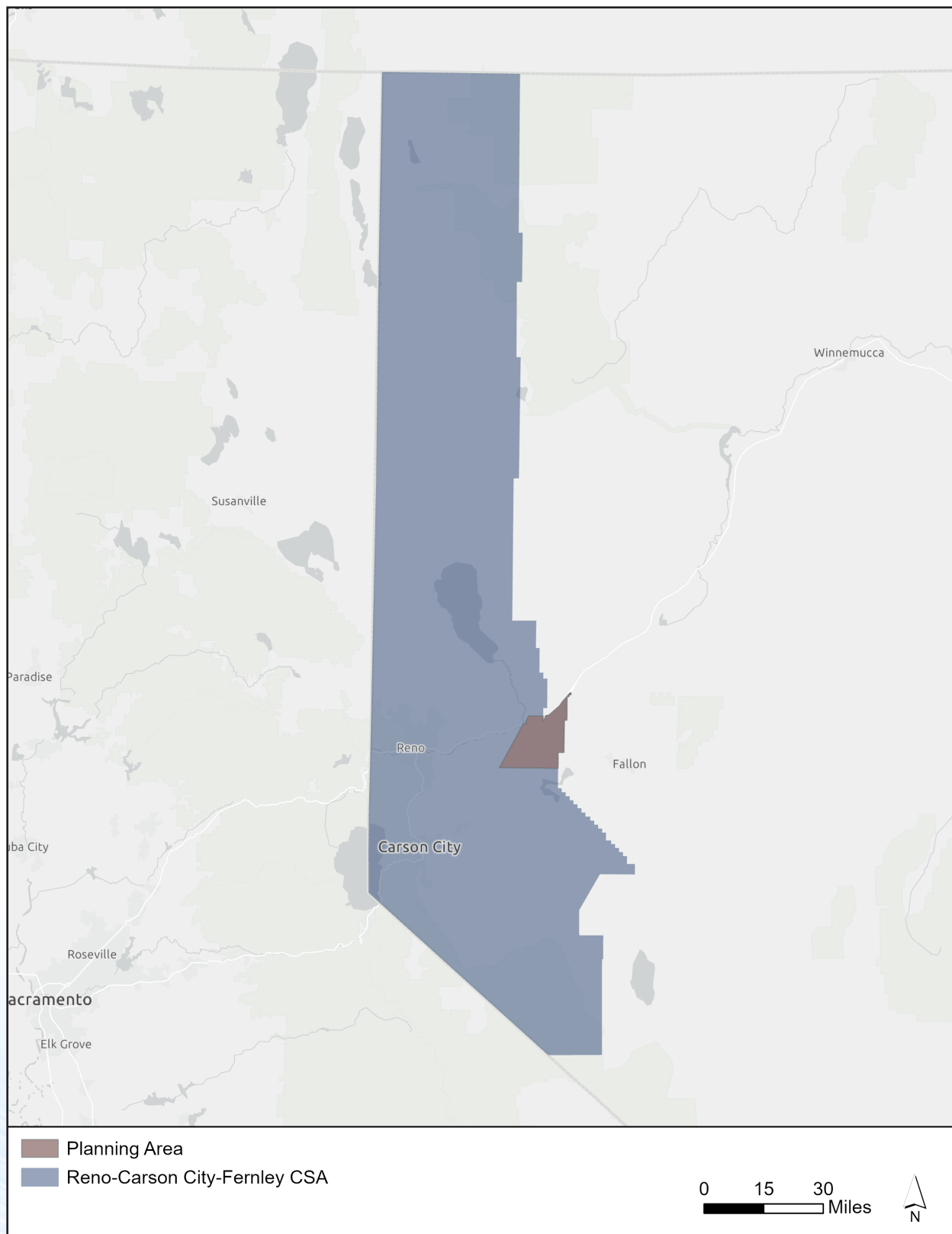
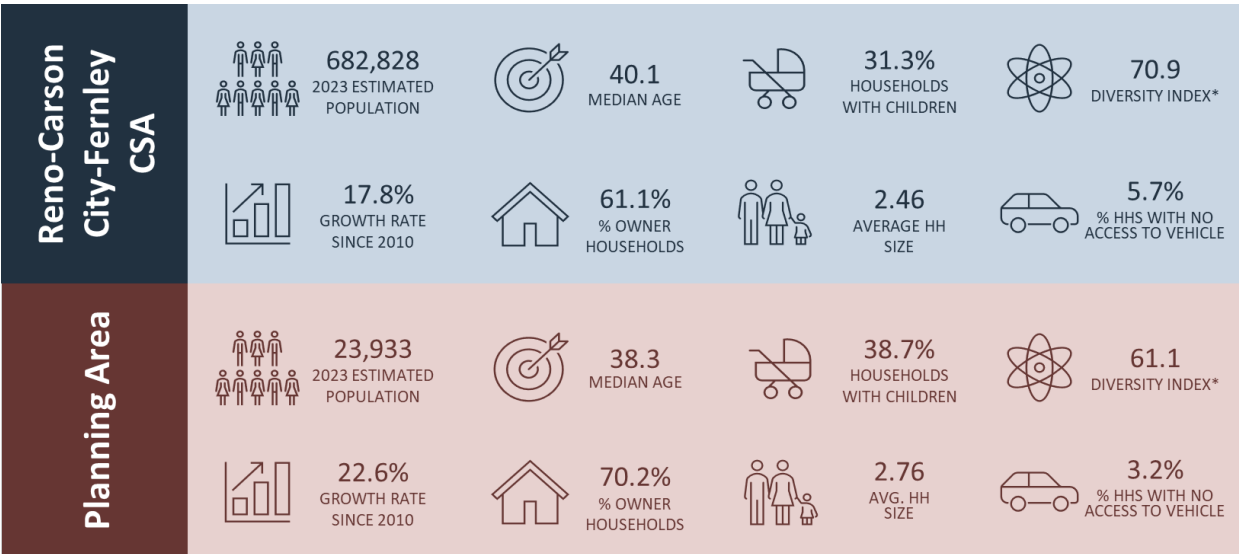


Figure 5. Demographic Summary



Population

The planning area¹, pictured in **Figure 4**, contains 23,933 people with a median age of 38.3 years old. The largest racial group is white with 73% of the population. Fernley is considerably less diverse than the Reno-Carson City-Fernley combined statistical area (CSA) holding a diversity index of 61.1 versus 70.9 for the CSA. The population has experienced a 22.6 percent growth (1.6% per year) since 2010, 4.8 percent higher than the CSA.

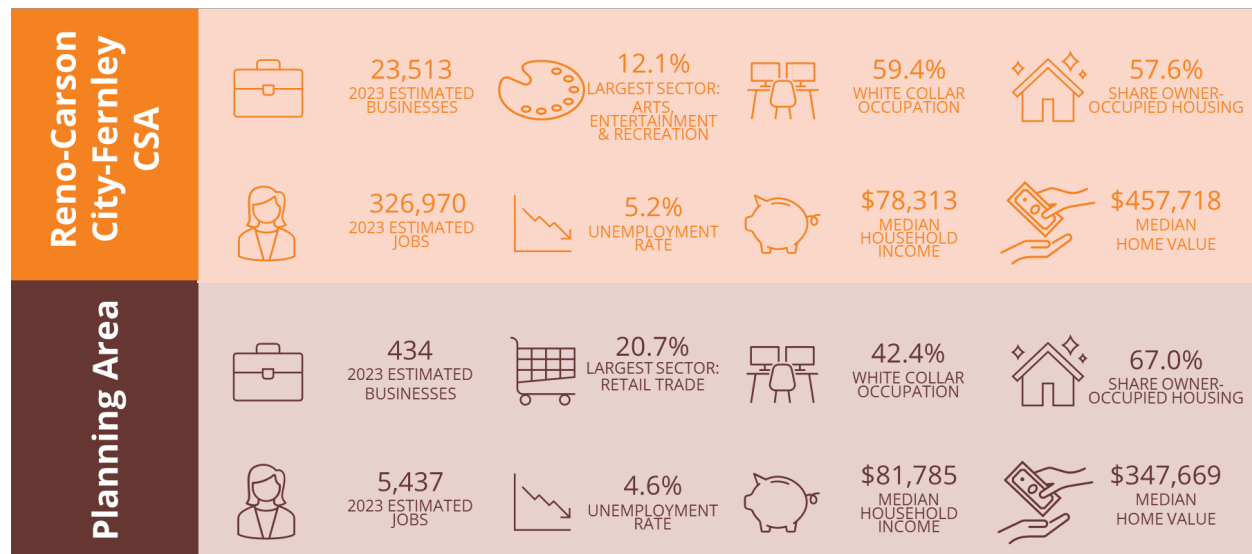
Education and Earnings

Fernley’s education attainment levels are notably lower than the CSA, with fewer people holding bachelor’s or master’s degrees and more with only a high school diploma. Median income in the planning area is \$81,785, about \$3,000 more than the CSA, with the largest income group being those making \$100,000-149,999. The planning area’s income earnings are concentrated in middle brackets, with less people earning below \$50,000 or above \$150,000 than the CSA. Lower educational attainment and a higher median point to a strong middle class of service and trade workers, aligned with the area’s largest employment sectors being retail trade, hospitality, and manufacturing. However, the planning area currently lacks high paying, white collar jobs, which mostly exist in the Reno metro area.

1 The “Planning Area” term is used for the purposes of the Community Profile and includes areas outside of solely the Southwest Area Plan.

Market Conditions

Figure 6. Economic Summary



Market Analysis Summary

The planning area's economy is defined by its proximity to Reno and Lake Tahoe, as well as a large existing and growing industrial sector. The retail trade sector is the largest employment group, employing 20.7% of total employees. The area is surrounded by large factories and distribution centers for companies including Apple, Tesla, Polaris, and Walmart. The upcoming completion of the Nevada Commerce Center and its 1,100 industrial jobs is the latest example of the area's planned job growth and fruitful market for warehousing and distribution. The planning area presents a cheaper yet proximal location to Reno and nearby employers, making it a bedroom community for residents—where 7,904 workers commute out of the planning area for work, far more than the 2,644 who commute in and the 2,217 who work and live in the planning area. Those living in the planning area and commuting to places such as Reno and Sparks capitalize on the area's lower housing prices where the median home price is \$369,154, well below the CSA's \$504,449. Recent housing development trends reflect the market's comparatively low prices and proximity to employment and tourism, showing 60.5% of existing housing inventory constructed since 2020. The current housing stock of the area is 80.6% single family, which will likely change as multi-family inventory is expected to increase by 230% by 2027, adding 1,167 units. In addition to housing and industry, there is recent growth in the hospitality industry for tourists heading to Reno, Lake Tahoe, and further along I-80 into California. The hospitality industry's growth is evident in the upcoming addition of four new economy class hotels over the next four years, adding 361 new rooms, or a 143% increase over the current stock. All these factors lead to retail trade being the largest employment sector at 20.7 percent of total employees

Figure 7. Employment locations for planning area residents

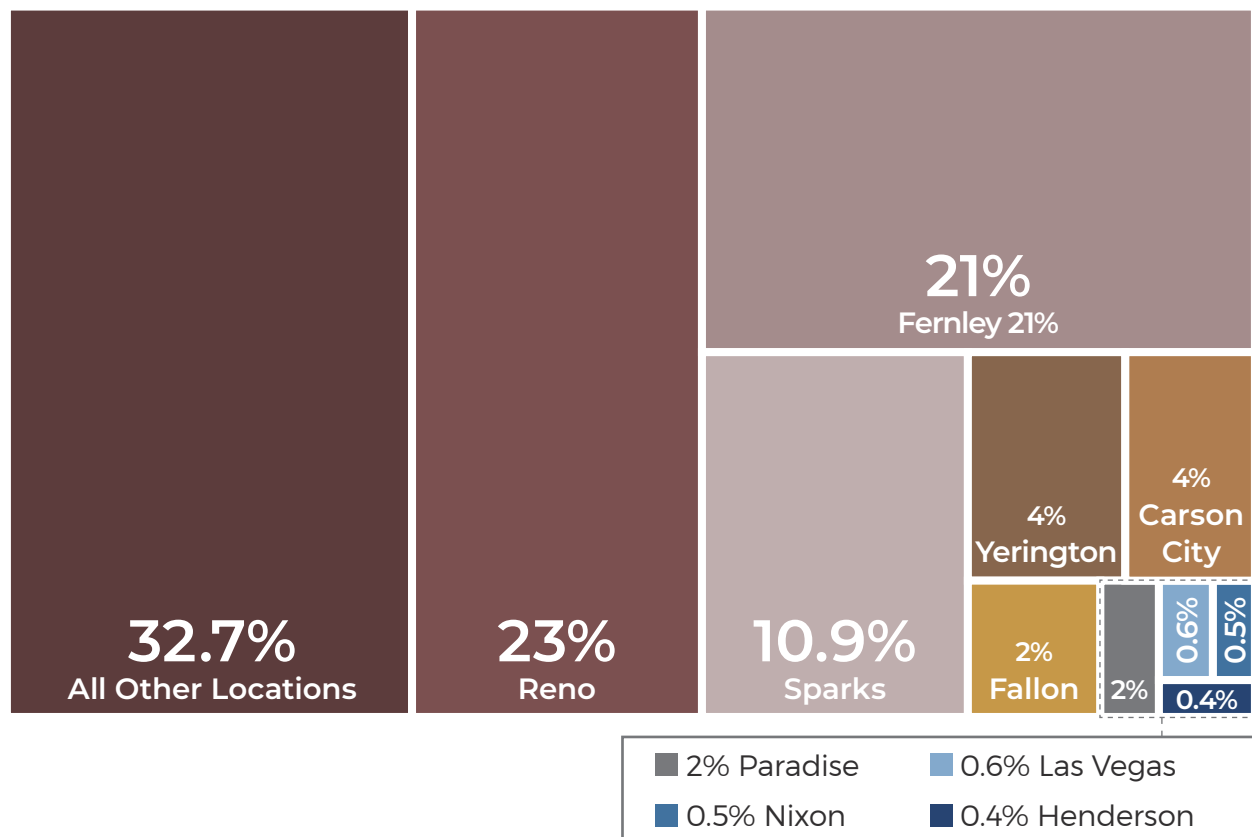


Figure 8. Commuting in the planning area





EXISTING CONDITIONS

Southwest Area Plan



Existing Conditions

This chapter summarizes the existing conditions of the City of Fernley, specifically within the Southwest Area, to establish the foundation of the planning process. The purpose of this chapter is to identify specific challenges and opportunities that exist within the area to better understand how growth can serve the community. These factors may include natural constraints, infrastructure hurdles, and development opportunities that influence the potential for the Southwest Area Plan.

Challenges

TOPOGRAPHY

Historically, development has occurred in Fernley across the flat lands along the Truckee Canal and transportation routes. The Virginia Range is located at the center of the City – south of I-80 – and a number of additional ranges surround Fernley to the north: Truckee Range to the east and Pah Rah Range to the west. The Truckee Range begins in the northeast corner of the Southwest Area Plan, which includes the Fortymile Desert.

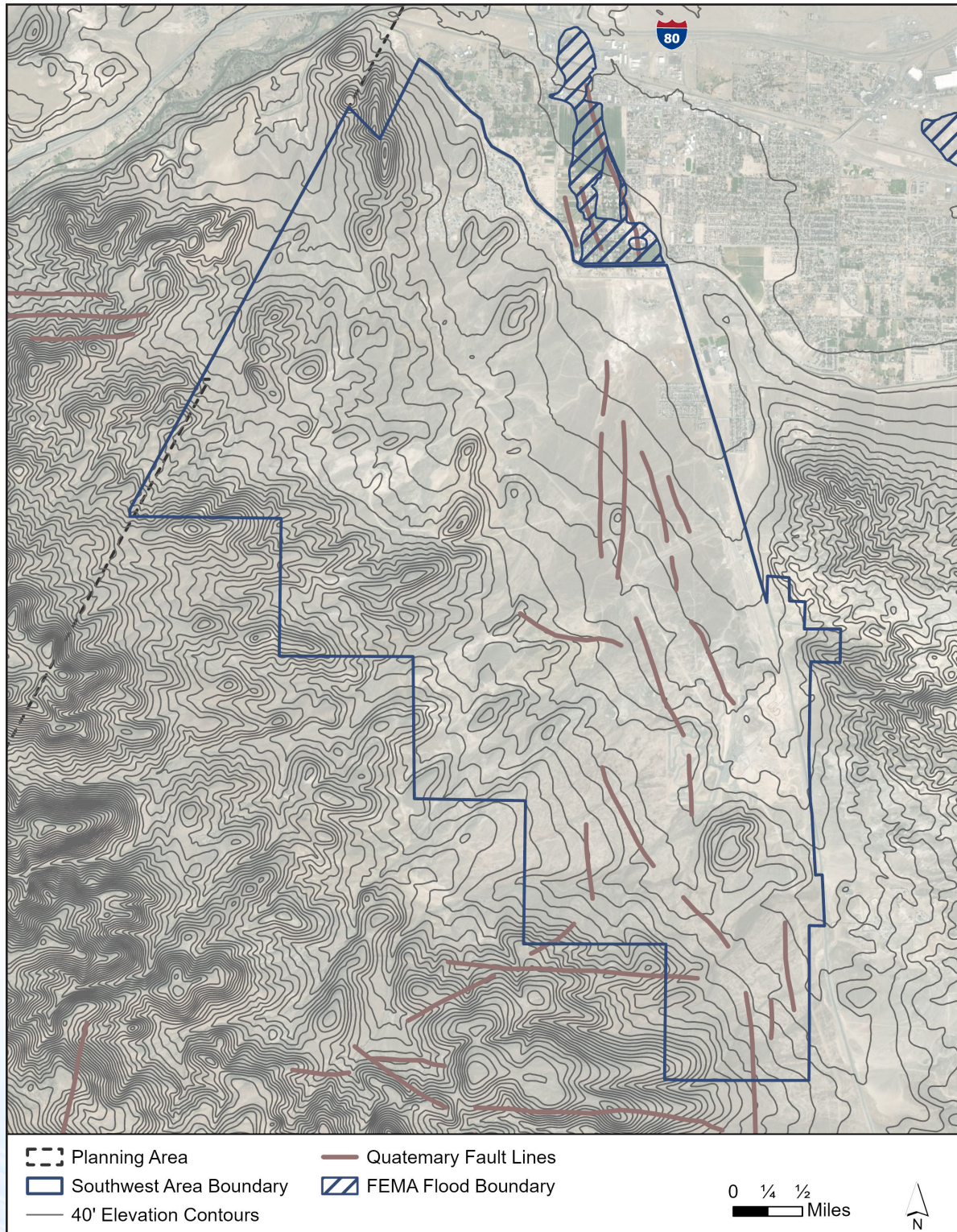
Topography will play a large role in the development of the Southwest Area Plan, as it overlays the Virginia Range, in comparison to the North Area Plan which is relatively flat. The range constrains both access and development potential for large scale building formats at varying points of the western side of the Area. Slopes on the western boundaries may create a challenge for developing an accessible bypass connection from I-80 to US-95, particularly for large trucks carrying goods and products to/from industrial sites.

The Fernley Development Code allows development on slopes up to 15% and limits development on slopes in excess of 15%. Slopes in the southwestern part of the Area, as well as the northwestern-most corner constrain development.

Geologic Hazards

Geologic hazards include earthquakes, floods, landslides, mudslides and snowslides. In Fernley, seismic activity and stormwater management are the only two hazards with greater potential risk. See **Figure 9** for a map of elevations, flood risks, and fault lines.

Figure 9. Elevation, Flood, and Fault Lines Map



Seismic Activity

Western Nevada has had a seismically active history. Risk zone mapping prepared by the Governor's office indicates that most of western Nevada, including Fernley, falls in Seismic Risk Zone 3 and that major damage could occur during an earthquake. **Figure 9** illustrates the location of different fault lines in the Plan Area: Holocene, Pleistocene, and Lineaments. Proposed development in these, or other confirmed areas, will need to proceed based upon the recommendations of a detailed fault study. Standard engineering practice is to allow for a 50 feet setback of structures from potentially active faults.

Stormwater Management

No FEMA Flood risks have been identified in the Southwest Area. However, the City is susceptible to flash floods during heavy rains and extreme weather events. The Southwest Area may be at higher risk due to its location at the base of the Virginia Range. The large quantity of open space in the Area will be helpful in retaining many of the permeable surfaces necessary to mitigate some of the negative impacts of heavy rains, however, additional stormwater infrastructure may be necessary to mitigate these risks.

Existing Infrastructure

The Southwest Area is largely vacant of buildings; however there is currently an airfield (SAMSARG Field), some light commercial uses adjacent to it on the north, and a speedway (Reno Fernley Speedway) adjacent to the airfield to the south. There are also residential communities towards the north and northeast of the Area which includes a recently constructed residential subdivision on the eastern edge, connected to US-95.

An airfield presents a potential constraint to the density of development due to FAA regulations around heights, as well as potential concerns around noise and safety which could limit density or create the need for development buffers around the airfield.

The Reno Fernley Raceway also provides an opportunity to bring additional attractions to the Area and help build momentum as growth occurs in the region.



Accessibility

The Southwest Area is primarily accessible from the eastern and northeastern limits, though additional potential connections are possible on the western edge. Existing roadways connect the existing residential neighborhoods, and they appear ready for further connections. Gravel and dirt trails also exist throughout the Area.

Due to the Area's size and location between the foothills, I-80, and US-95, land access is currently constrained and will require at least one major east-west corridor connection between I-80 and US-95, as well as lower volume connections to the City and existing adjacent developments to the north. The Southwest Area is also located south of the Pyramid Lake Paiute Reservation, with the proposed bypass going through reservation land. This will require coordination with the Tribe to plan for connected road access. Additionally, the slope grade increases to the west.



Conservation and Water Resources



The challenge for Fernley is to balance conservation of its important scenic and natural resources while fulfilling the needs of its existing and future residents by promoting commerce. The city's water supply primarily comes from groundwater wells, supplemented by water stored in upstream reservoirs through a contract with the U.S. Bureau of Reclamation. The City is committed to water conservation and has developed a conservation plan in compliance with federal regulations. The City has also entered into an agreement to manage water usage from the Truckee Canal.

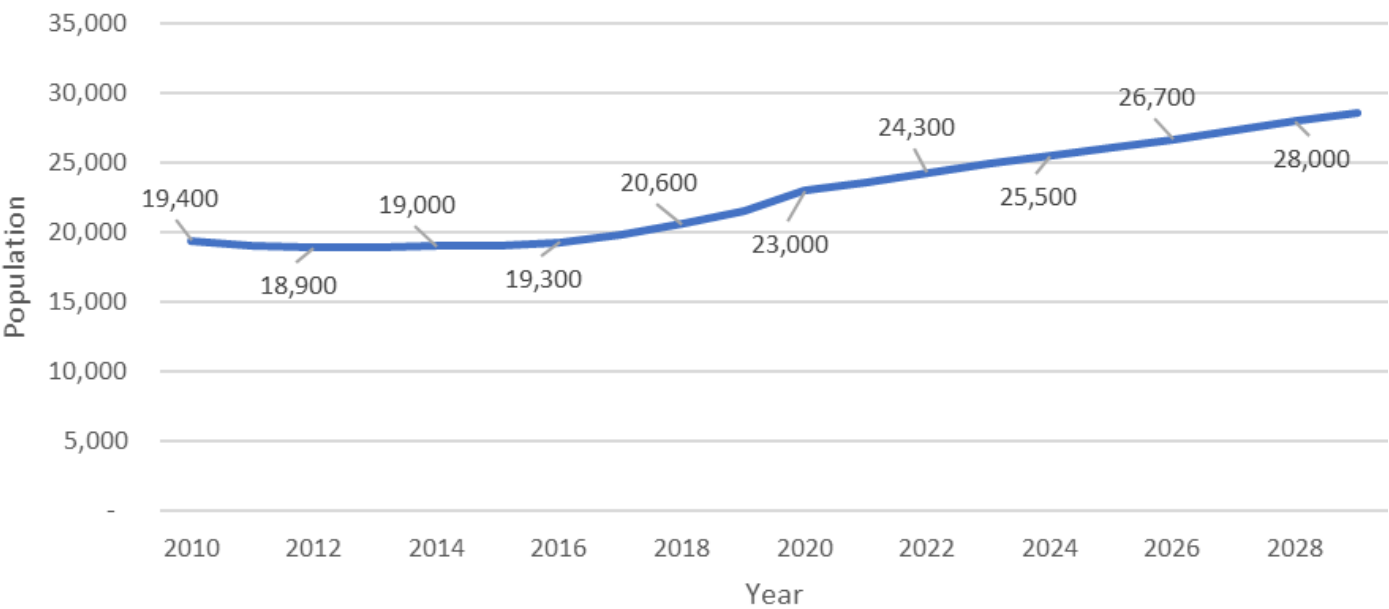
More information on conservation and water resource conditions in Fernley is available in the Fernley Water Resource Plan adopted in January 2020. See the Water Capacity chapter for more information.

Opportunities

Growing Population

Since the start of 2016, the Fernley population has been on a steady increase; it is currently growing at a rate of 2.48 percent annually and has increased by about 10.7 percent since the 2020 U.S. Census. If the current population growth rate is applied to future years, the projected population size in 2029 will be about 28,600 - an increase of about 47 percent since 2010. With growing industry interests and employment opportunities in the region, continued population growth is certain.

Figure 10. Past and Projected Population Growth



Regionally, the Reno MSA has also experienced consistent growth, with a growth from 119,081 in 1969 to 500,915 in 2022. This represents a growth of about 320 percent. To meet continued population demand, the City must plan ahead for future housing needs. The Area Plan provides an ideal opportunity to establish designated areas for future housing development to occur.

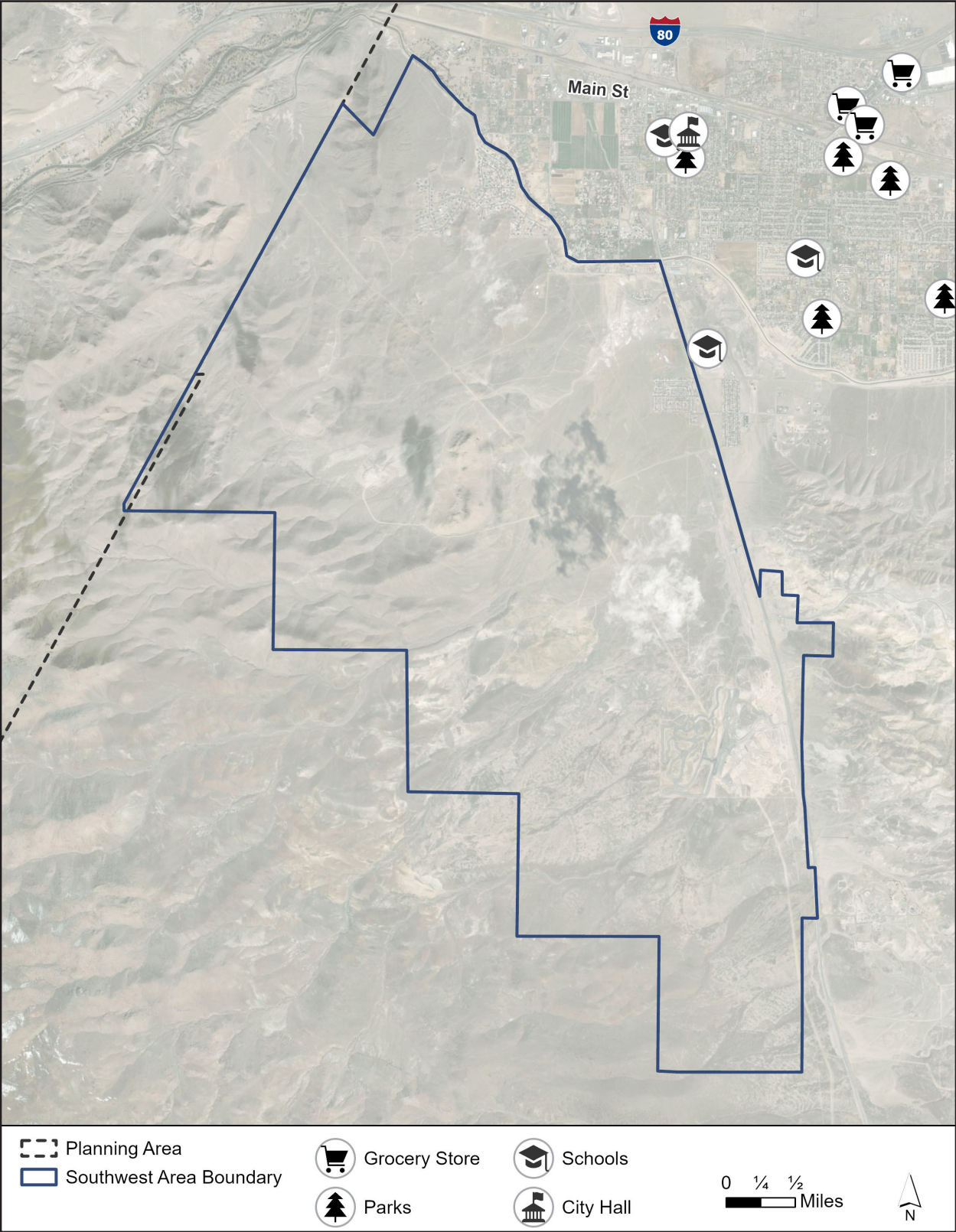
Existing Public Resources

Fernley provides a number of public resources and amenities for residents and visitors, including:

- Public parks
- Dog parks
- Public library
- Community center
- Senior center
- Fernley swimming pool
- Public schools (elementary, middle, and high schools)



Figure 11. Community Resources Map



Surrounding Uses

Existing uses adjacent to the Southwest Area Plan include Fernley High School, low-density residential subdivisions, an airfield, and a raceway.

The Southwest Area region is well suited for businesses and industries that benefit from convenient access to the highway as I-80 and US-95 represent convenient east-west and north-south regional and even interstate connections, respectively. The I-80 Highway provides an extensive connection from Fernley west to San Francisco and east to Chicago. This may primarily benefit manufacturers, distribution warehouses, and data centers. While US-95 provides a higher capacity corridor to nearby communities, and could function as a good location for retail commercial activity.

Highway I-80 also creates an opportunity for commercial uses providing services and retail for travelers. Gas stations, shopping centers, restaurants, and convenience stores may provide the most benefit to visitors.

Recreation and Open Space

While no official roads are paved through the majority of the Southwest Area, a number of informal gravel and dirt trails already exist throughout. These trails provide the community with recreational off-roading, motocross and dirt-bike racing, mountain biking, trail running, and hiking. There are opportunities to retain and enhance existing trail networks in the Southwest Area while still encouraging new development, especially in the southwest section with steep slopes and beautiful mountain views to the west.

SAMSARG Airfield

Contained within the Southwest Area, on its southeastern side, is the SAMSARG Airfield which was the recent recipient of opportunity zone funds aimed at expanding the airfield's current infrastructure by building new, modern hangars that can serve both public and private clients. This includes an infrastructure upgrade that expands municipal water infrastructure in ways that future developments in this Area Plan may be able to capitalize on.

Recent reporting shows that the TRI II and SAMSARG share some property boundaries, and recent quotes from TRI II developers indicate a potential reciprocity between development of the industrial park and the airfield.

Vacant Land

Vacant land allows for greater development opportunities without needing to consider existing uses and businesses. Vacant land of this magnitude is additionally advantageous. With a large percentage of the land in the Southwest Area owned by the Bureau of Land Management and set for conveyance to the City, there is unique potential for the City to facilitate desired land uses on these vacant parcels for a public purpose. However, there are some private land owners and uses concentrated near US-95, one of the most readily accessible portions of the site, which adds a level of complexity to coordinate with property owners and individual development interests.

Figure 12. Southwest Area Vacant Land



Regional Industries

Regional industries are an important opportunity as they may indicate potential interest for development in the Plan Area. As of 2021, regional industries were fairly similar across local jurisdictions:

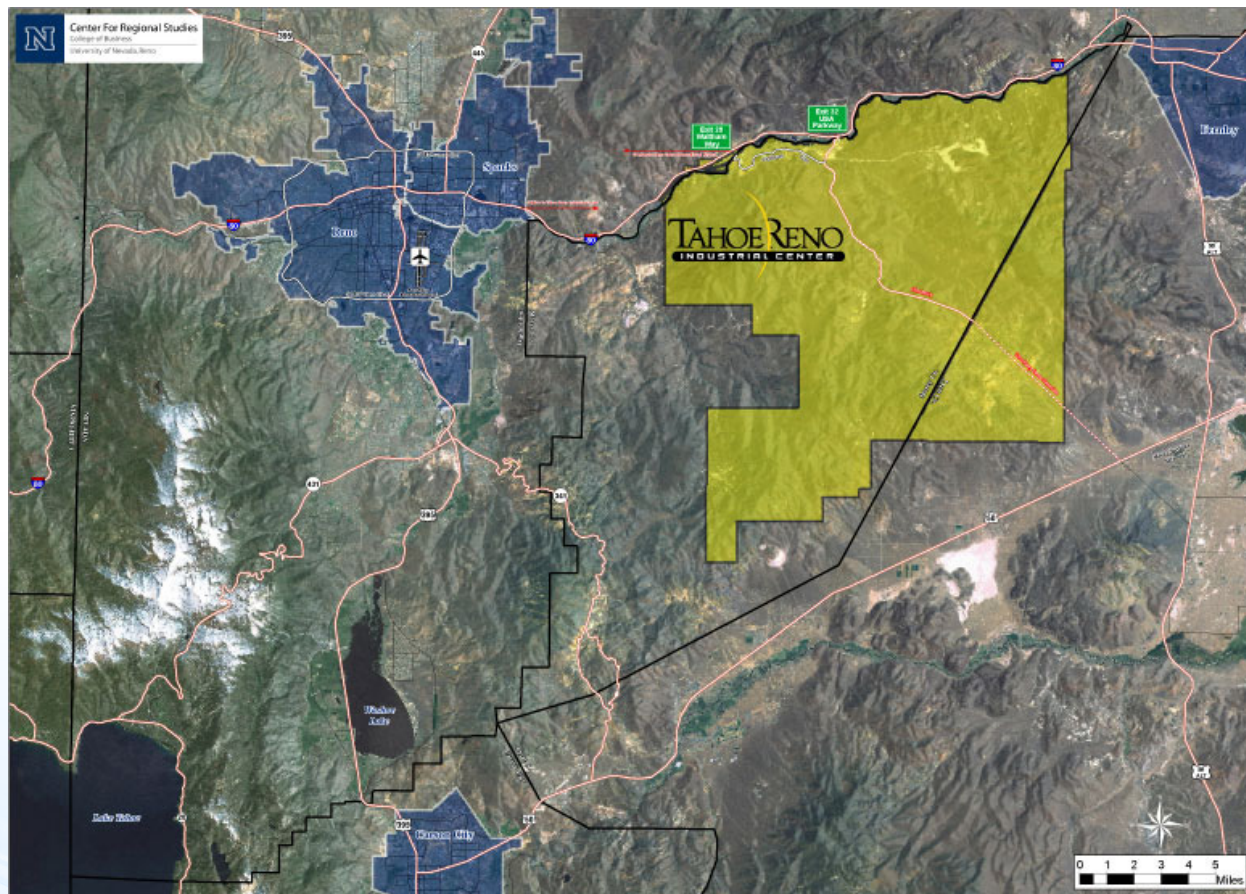
Reno	Silver Springs
• Health care and social assistance • Retail trade • Accommodation and food services	• Transportation and warehousing • Construction • Retail trade
Sparks	Fallon
• Retail trade • Health care and social assistance • Manufacturing	• Health care and social assistance • Construction • Retail trade
Carson City	Fernley
• Public administration • Retail trade • Health care and social assistance	• Manufacturing • Retail trade • Health care and social assistance

Tahoe-Reno Industrial Center (TRI) and TRI II

Industrial development throughout the region has experienced the greatest amount of interest from developers over recent years. Fernley itself has welcomed several industrial sites just southeast of I-80, and just west of Fernley is the Tahoe-Reno Industrial Center (TRI) – the largest industrial park in the world. TRI is home to the Tesla Gigafactory, Blockchains, Switch, and Google. Industry types at TRI include distribution, manufacturing, and data centers.

As industrial interest continues expanding, interest in industrial development in the Fernley area and particularly the Southwest Area is growing. The TRI developers have publicly expressed interest in expanding into this region to develop a TRI II. As of August 2023, the developers had already secured approximately 10 square miles of land in the Southwest Area, but further purchases and development have slowed due to the dispersal of land ownership as well as recommendation from the City of Fernley in order to first develop this Area plan and coordinate development appropriately.

Figure 13. Tahoe-Reno Industrial Center Map



Source: Tahoe-Reno Industrial Center



FUTURE LAND USE

Southwest Area Plan



Future Land Use Map

An effective and realistic land use strategy enables the City to partner with public, private, and community sectors to shape the physical character and design of the Southwest Area. **Figure 14** demonstrates a land use plan that can help bring the community's vision and goals for both the Southwest Area and Fernley as a whole to life. This land use strategy was formed through community dialogue and integrates existing plans, economic feasibility, and infrastructure capacity to shape the future development of the area.

The land use strategy started with forming a Framework Map informed by community members during the first Open House and the Fernley Transportation Master Plan. This map provides a preliminary transportation network with a high-level outline for roadway, bike/pedestrian elements, and public transportation connections throughout the area.

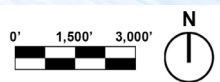
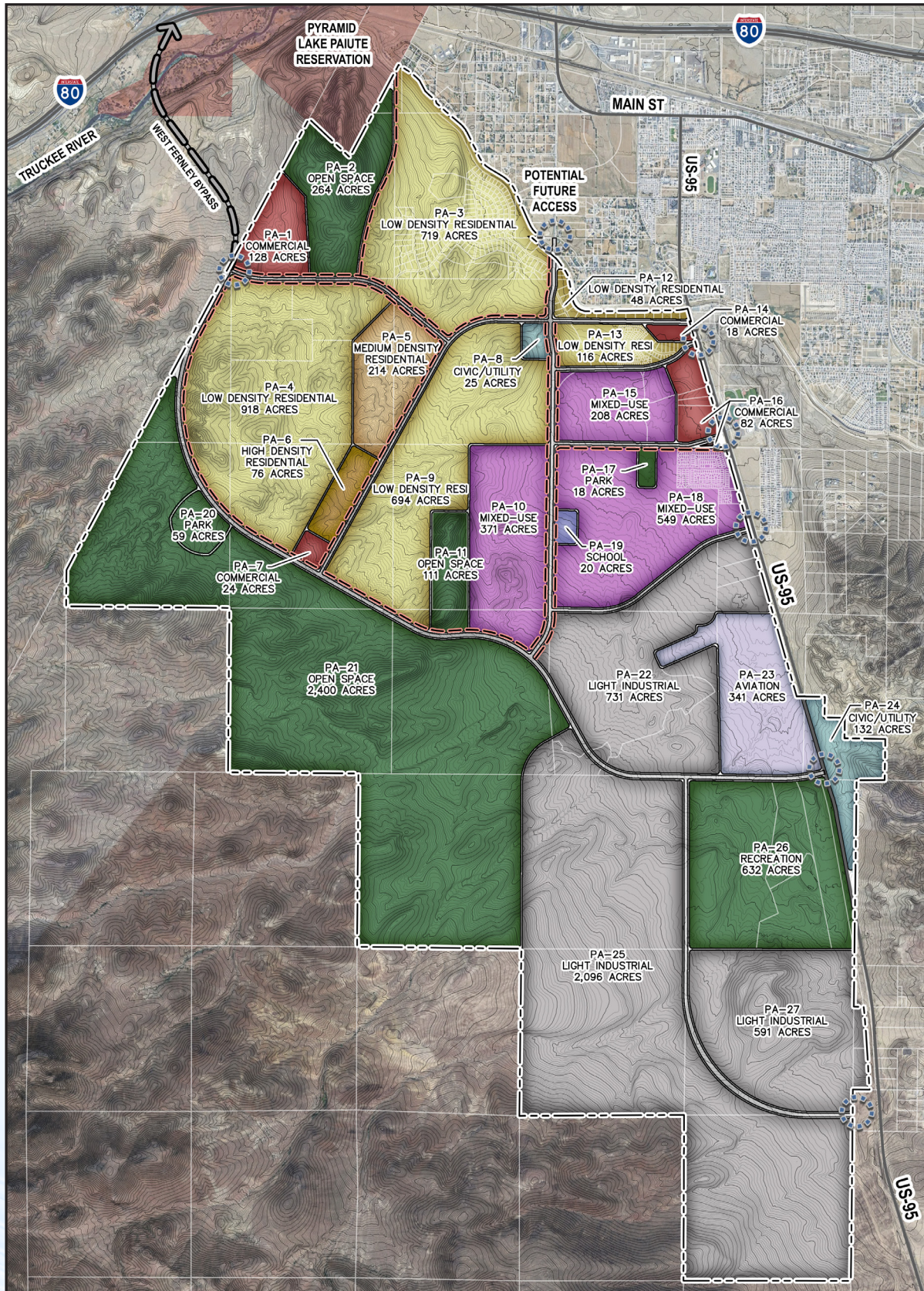
The Future Land Use Map fills in the gaps of this transportation network to communicate a well-organized and market-supportive allocation of land uses in the Southwest Area. Potential land uses¹ include several residential types, mixed use, commercial, light industrial, civic/utility, school, parks and open space, recreation, aviation, and the right-of-way. These land use designations serve as an overall vision and guidance for new development in the Southwest Area, although flexibility is possible at the City's discretion to best adapt to future conditions and community feedback. Turning this land use strategy into reality will require cross-sector partnerships between the City and a wide range of development professionals and community leaders.

Southwest Area Character

The goal of the Southwest Area Plan is to build upon the existing character of the City of Fernley while creating a distinct and unique sense of place for the Southwest Area residents and visitors. The existing character of this area is largely undeveloped, but the SAMSARC Airfield and the nearby TRI II development represent two influential factors that may change the way this area develops. The Southwest Area Plan is focusing on building an authentic future for the City of Fernley and shaping the development in this area in a way that benefits the city's residents.

¹ Disclaimer: If land uses are not clearly defined in this Plan, the City of Fernley shall use their discretion to approve uses that align with the 2018 Comprehensive Master Plan and comply with the 2020 Development Code.

Figure 14. Southwest Area Plan Land Use Map



Residential

Residential uses are concentrated in the northern portion of the Area Plan in a manner that concentrates housing near the existing residential neighborhoods maximizes the developable area and maximizes both developable area and open space while creating attractive, high-quality neighborhoods. These uses range in density from low, medium, to high with residential also possible in mixed-use land categories.

Figure 15. Residential Land Use Map

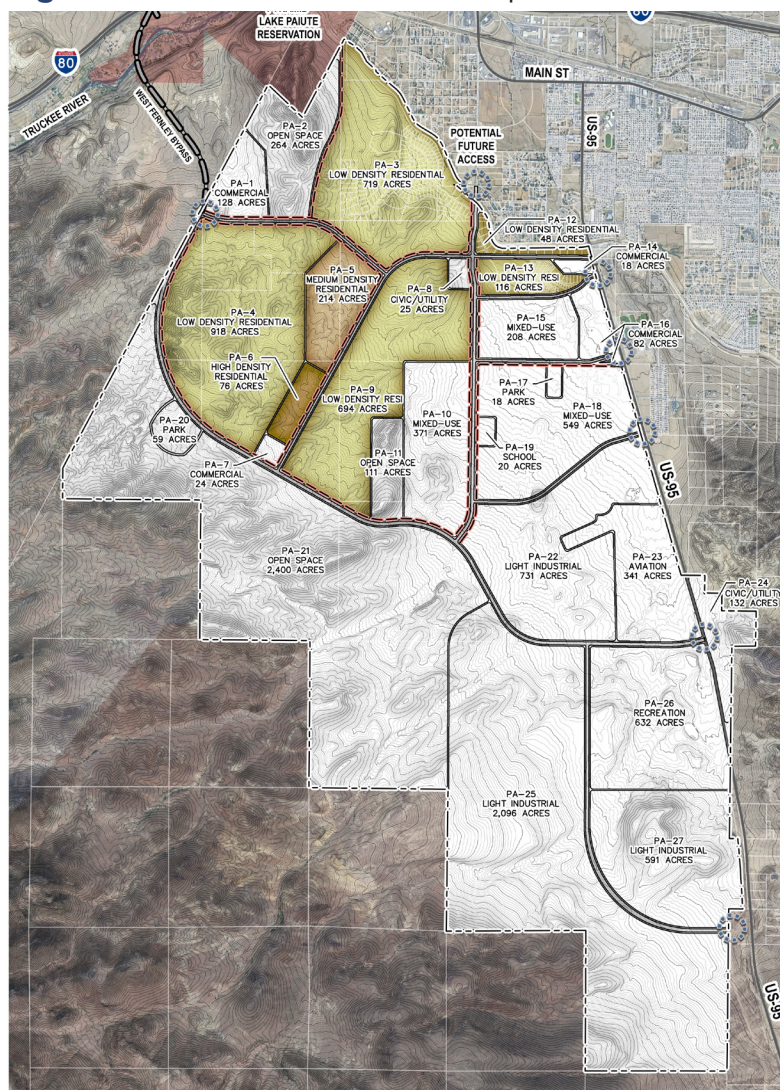


Table 1. Residential Land Uses

Land Use	Acreage	Density Range	Development Yield	Allowable Uses
 Low Density	2,703	1-6 du per acre	16,218 Units	Large lot estates; single-family; townhomes; duplex; attached and detached accessory dwelling units
 Medium Density	214	7-13 du per acre	2,782 Units	Duplex; triplex; fourplex; townhome; multi-story apartments and condominiums
 High Density	76	14-30 du per acre	1,520 Units	Multi-family apartments; condominiums; townhomes; workforce housing; all uses permitted in low-density
TOTAL	2,993	-	20,520 Units	-

Commercial

Commercial uses for the Southwest Area are intended for mainly retail pad sites and larger connected development sites with in-line retail and/or big box retail. Commercial uses should serve the needs of neighboring residential communities and employment centers. The goal is to create walkable developments that provide connectivity to adjacent land uses while also taking advantage of highly trafficked intersections and corridors.

Figure 16. Commercial Land Use Map

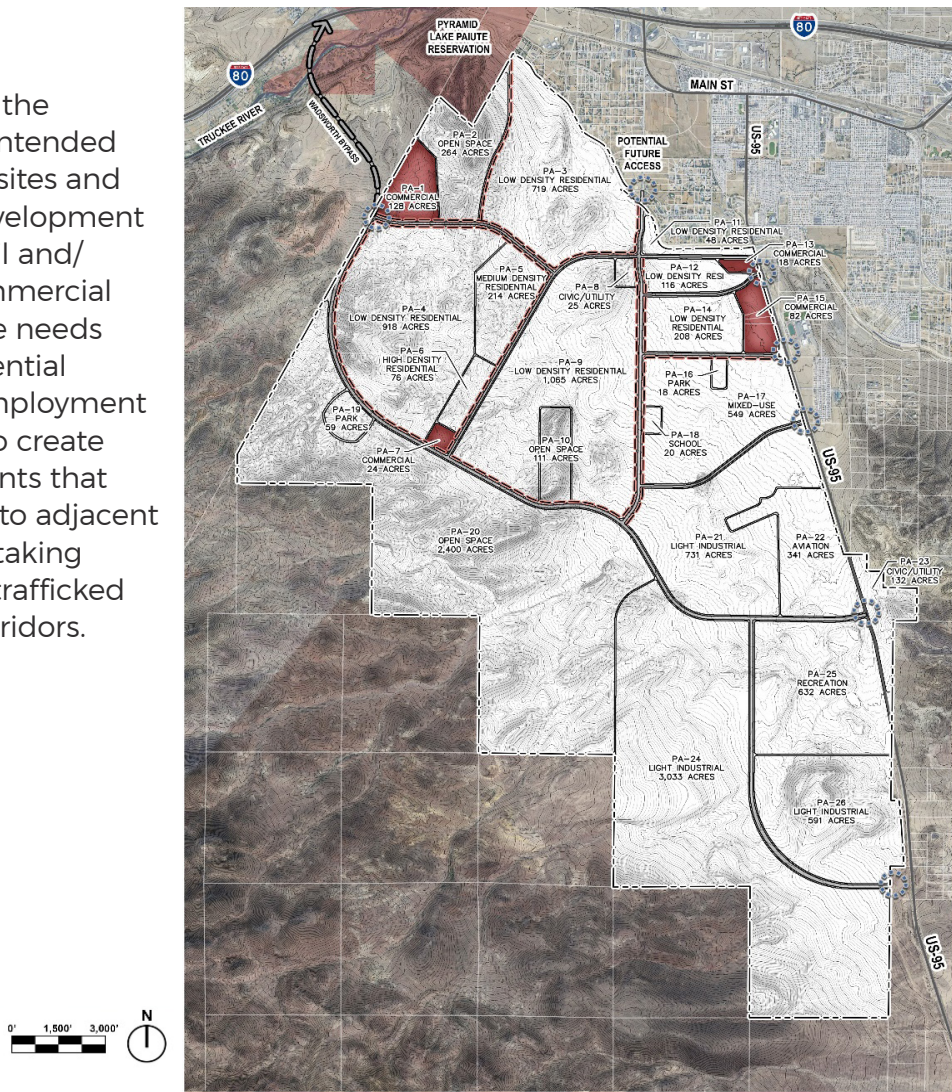


Table 2. Commercial Land Uses

Land Use	Acreage	Max. FAR	Square-Foot Yield	Allowable Uses
Commercial	252	N/A	N/A	Highway commercial; Neighborhood commercial; tourist commercial; entertainment; multifamily apartments
TOTAL	252	-	-	-

Mixed-Use

Mixed-Use areas include a variety of community-serving land uses incorporating residential, commercial, medical, and public facilities in a cohesive manner. These areas are located near US-95 in a way that buffers the lower and medium-density residential areas from the industrial uses and connects potential retail and higher-density residential to the higher-capacity road network. They provide a transitional use between residential neighborhoods and commercial districts. The mixed-use planning areas can have a range of densities while promoting walkability, connectivity, and access to neighborhood-serving uses.

Figure 17. Mixed-Use Land Use Map

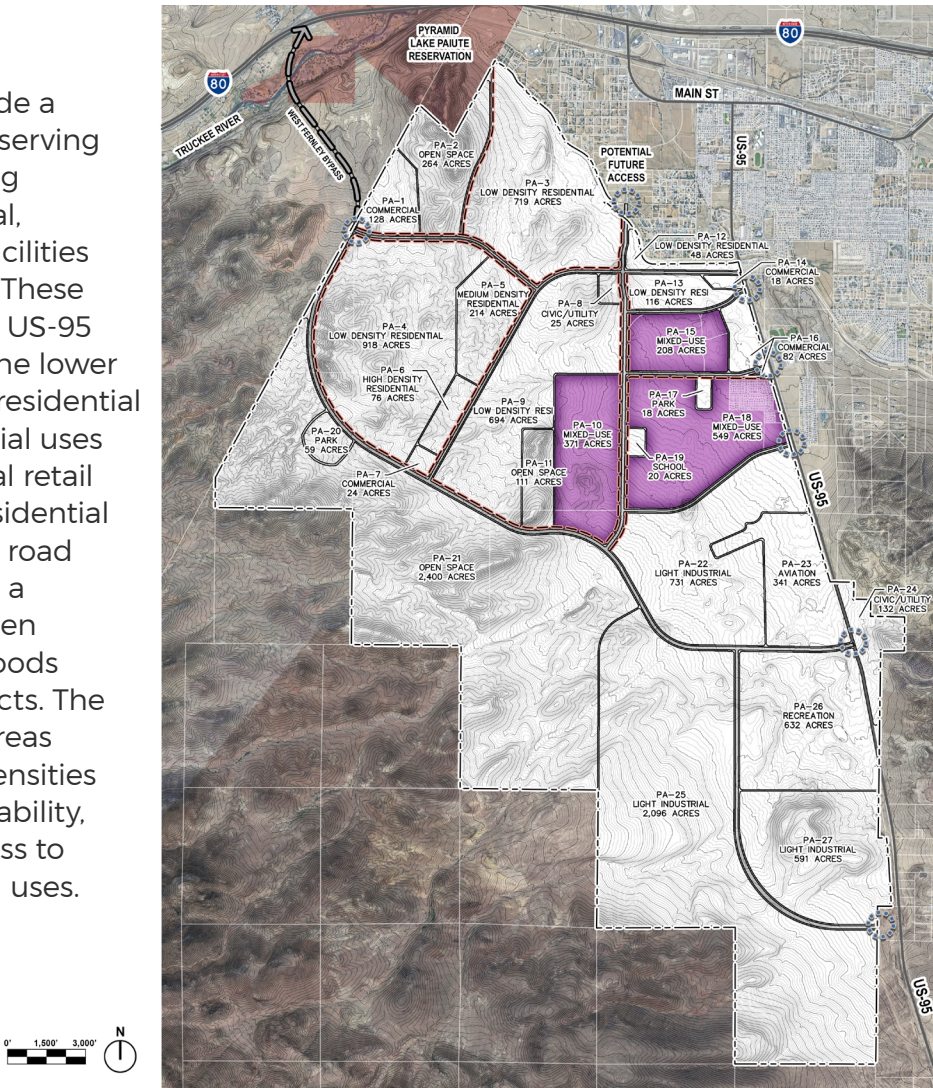


Table 3. Mixed-Use Land Uses

Land Use	Acreage	Density Range	Development Yield	Allowable Uses
Mixed-Use	920	Up to 30 du per acre	N/A	Multi-family apartments; condominiums townhomes; live/work units; commercial retail; office; neighborhood commercial; tourist commercial
TOTAL	920	-	-	-

Light Industrial

Light Industrial uses include light industrial such as manufacturing, warehousing, logistics, office, data centers, as well as small-scale commercial uses that serve industrial use employees. Industrial uses are intended to supplement Fernley's employment opportunities and create an environment where industrial activities may occur with minimum impact on the surrounding land uses and the natural environment.

Figure 18. Industrial Land Use Map

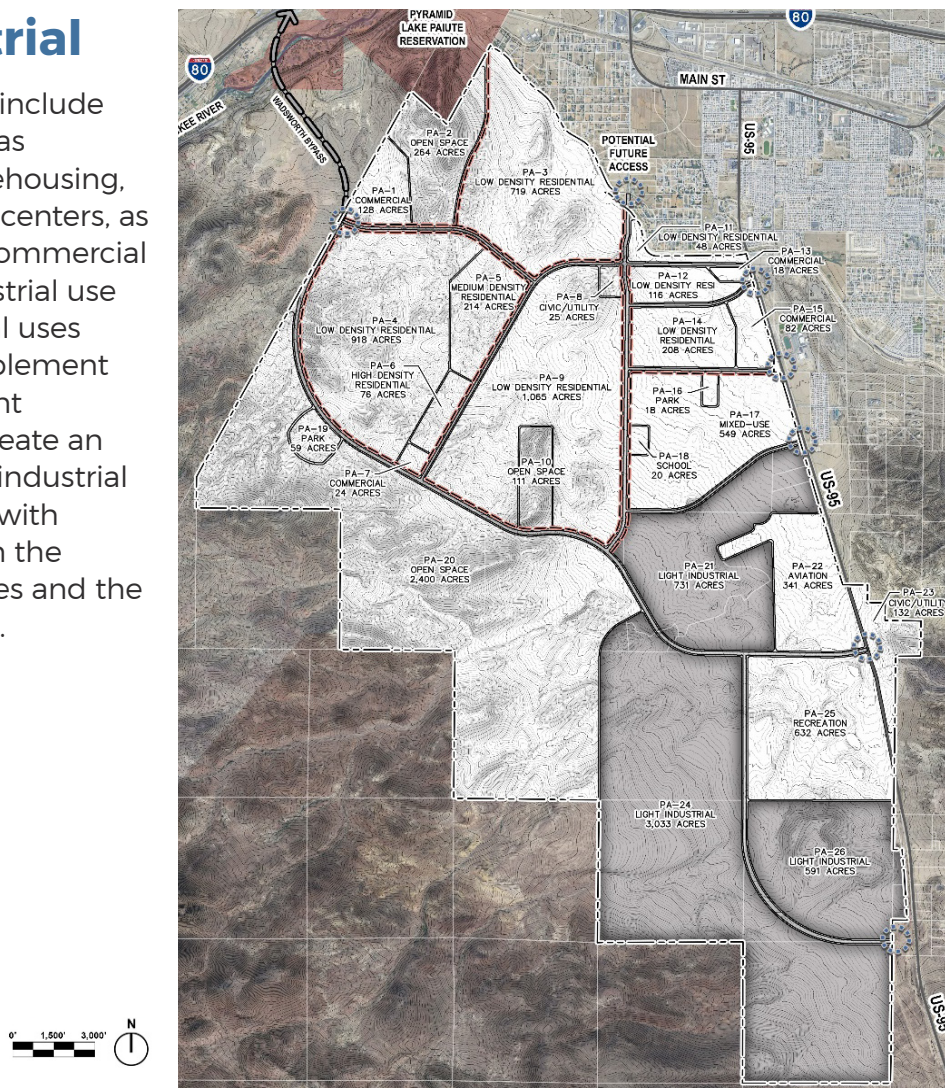


Table 4. Industrial Land Uses

Land Use	Acreage	Max. FAR	Development Yield	Allowable Uses
 Light Industrial	3,418	1.1	22,333,212 Sq. Ft.	Light manufacturing; distribution; data center; logistics; warehousing Employment Center: major office and business uses; flex office; research centers; corporate headquarters; clean tech; clean industry hubs Medical: medical offices; emergency services Industry-serving commercial uses
TOTAL	3,418	-	22,333,212 Sq. Ft.	-

Open Space and Recreation

There are five primary Open Space and Recreation areas intended to provide opportunity for public parks, sports fields, and general open space preservation. The primary objective for most of the areas designated as Open Space, especially in Planning Area 20, is to preserve the natural environment and scenic views. It is also important to note that activated park spaces will be encouraged throughout all residential, mixed-use, and commercial areas.

Figure 19. Open Space and Recreation Land Use Map

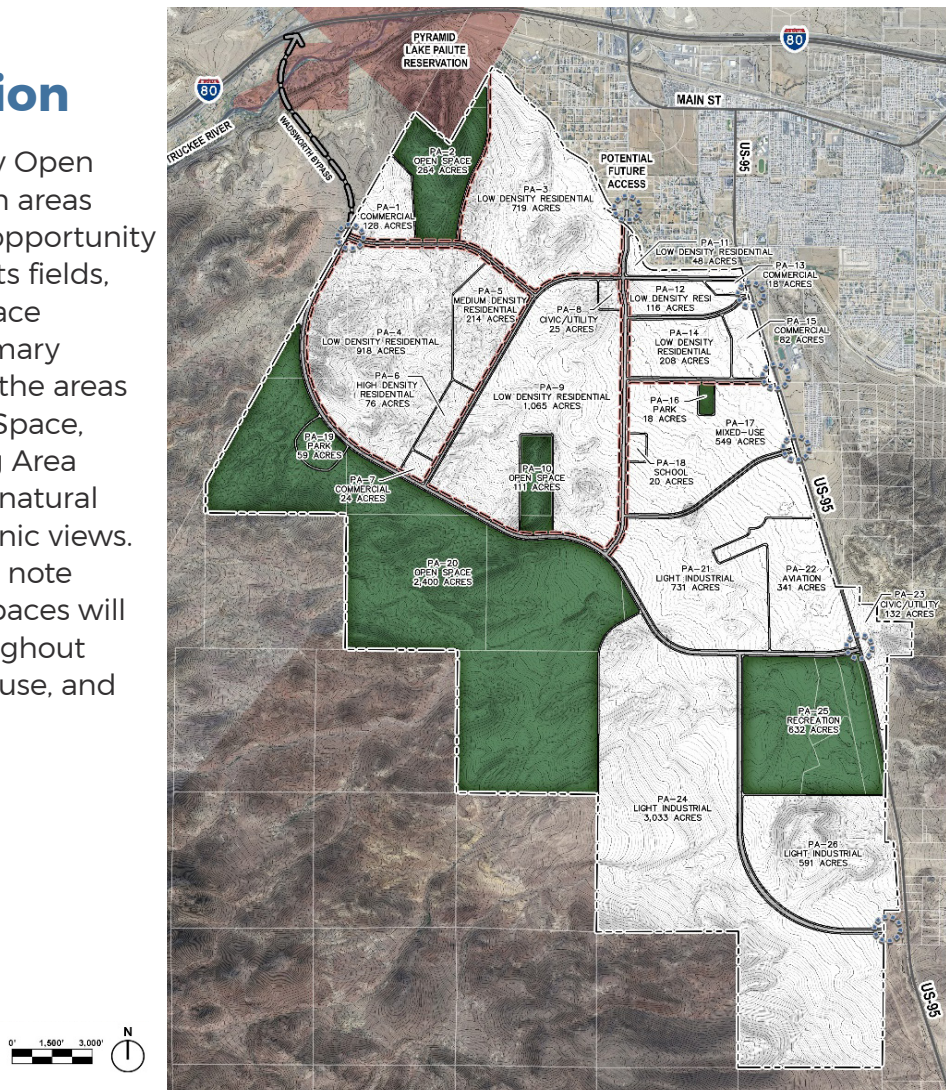


Table 5. Open Space and Recreation Land Uses

Land Use	Acreage	Max. FAR	Square-Foot Yield	Allowable Uses
Park/ Open Space	2,852	N/A	N/A	Public parks; recreational fields; hiking and/or cycling trails; natural resource conservation land; stormwater
Recreation	632	N/A	N/A	Entertainment; tourist commercial; commercial retail; neighborhood retail; office; hospitality; storage; condominiums townhomes; live/work units; emergency services; medical office
TOTAL	3,484	-	-	-

Public Facilities

Public Facilities are intended to create a cohesive community with civic infrastructure that supports future employment centers and housing. Public facilities may include water treatment facilities and storage, EMS and Fire, and governmental institutions.

Figure 20. Public Facilities Land Use Map

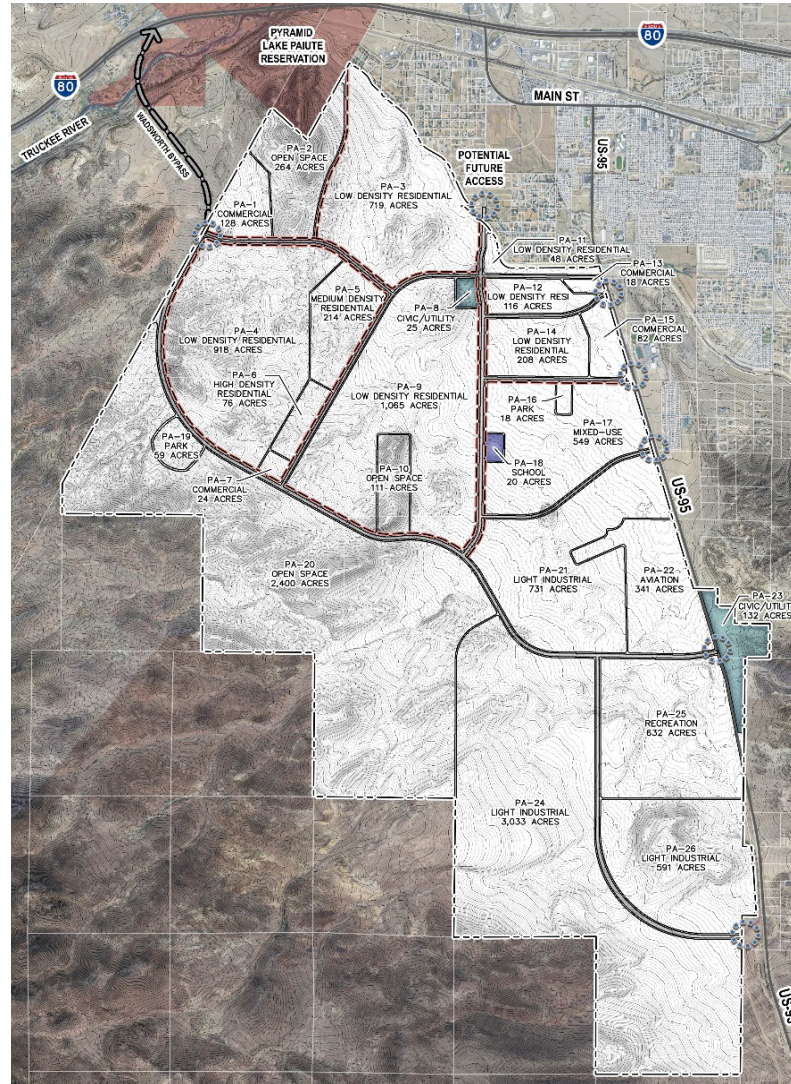


Table 6. Public Facilities Land Uses

Land Use	Acreage	Max. FAR	Square-Foot Yield	Allowable Uses
 Civic/Utility	157	N/A	N/A	Emergency services; utilities infrastructure; public resources (library, senior center, etc.); civic center
 School	20	N/A	N/A	Schools; childcare facilities (12 or fewer)
TOTAL	177	-	-	-

Aviation

The Samsarg Field Airport provides a unique opportunity to provide aviation related land uses to Fernley. The aviation land use can include logistics, warehousing, storage, and aerospace-related land uses for office and commercial. This can also be reserved for a future innovation district for future logistical and production needs.

Figure 21. Aviation Land Use Map

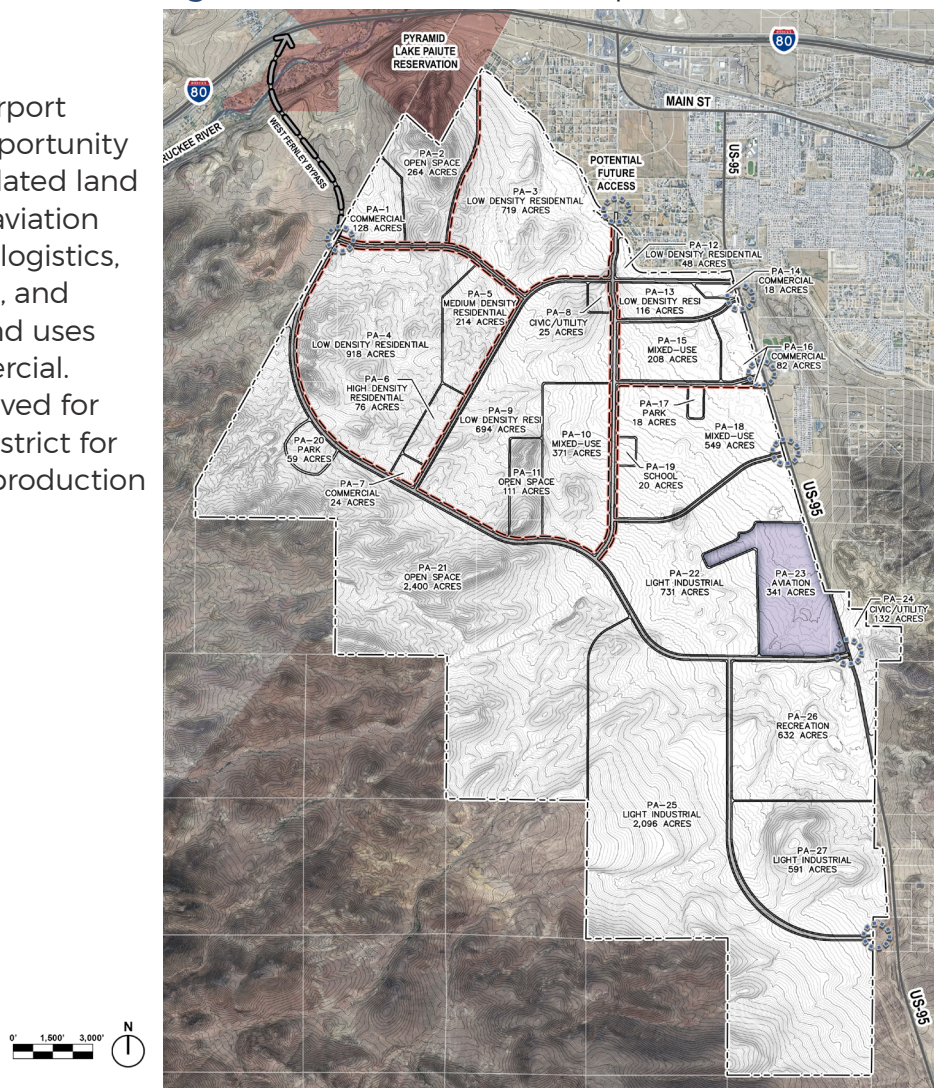
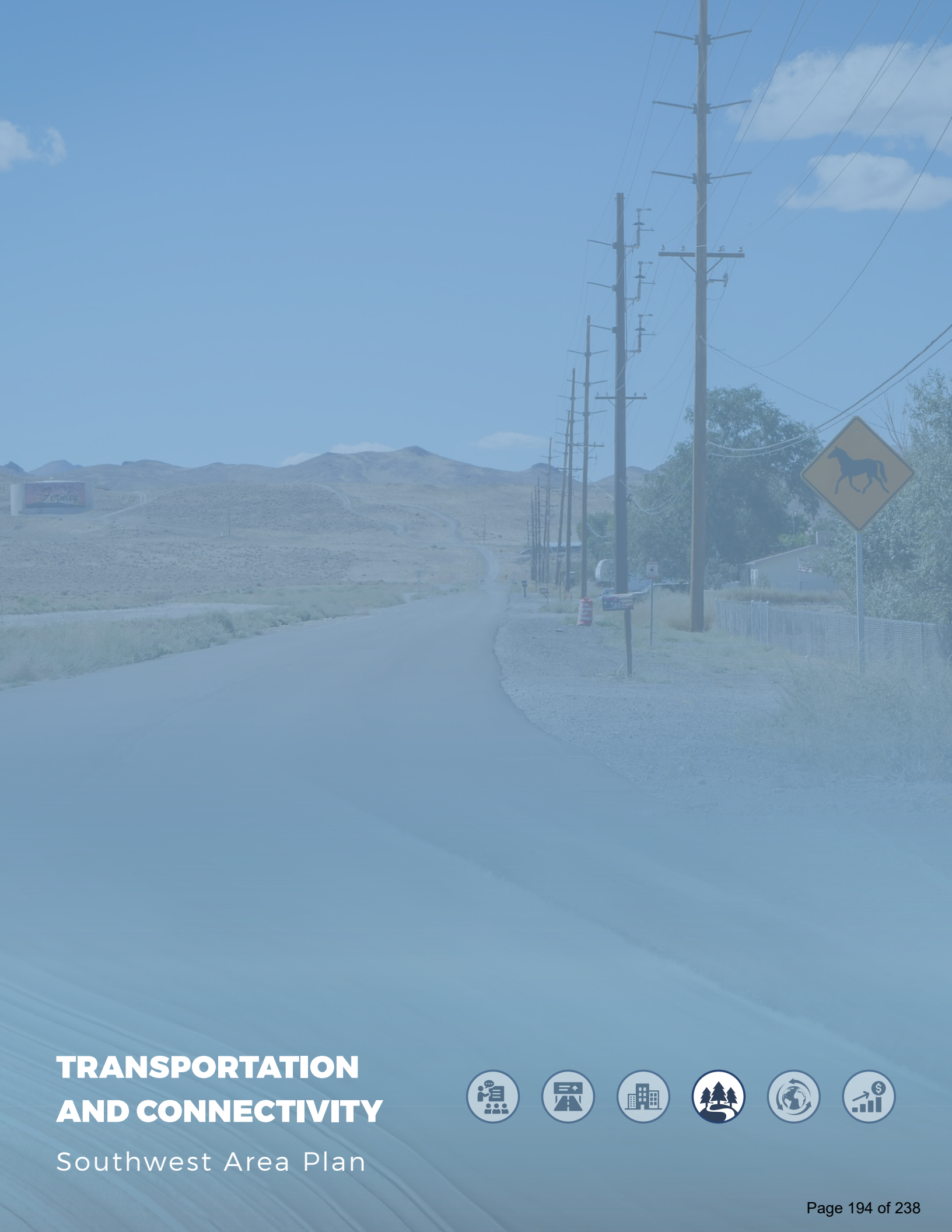


Table 7. Aviation Land Uses

Land Use	Acreage	Max. FAR	Square-Foot Yield	Allowable Uses
 Aviation	341	N/A	N/A	Aviation related uses
TOTAL	347	-	-	-



TRANSPORTATION AND CONNECTIVITY

Southwest Area Plan



Transportation and Connectivity

Overview

The Southwest Area presents an opportunity to create new connections from Fernley's existing commercial and industrial areas directly to I-80. The area is currently only accessible by travelling directly through Main Street, which creates an excess of large semi-truck traffic through Downtown Fernley. The Southwest Area presents the opportunity to develop a connection to I-80 that bypasses this congestion, alleviating it, and taking advantage of future industrial development nearby.

It will be the responsibility of proposed developments to identify how connectivity will be specifically provided for each transportation mode. The Fernley Development Guidelines provide additional specificity to the general descriptions provided in this section.

Royal Oaks Ct. (West Facing)



Sage Dr. (West Facing)



Walking

Walking connectivity throughout the Southwest Area will provide a variety of opportunities from promoting active transportation, to offering recreational connectivity, to providing a safe environment to all benefiting from pedestrian infrastructure and facilities.

The intent of the Area Plan is to create an environment where residents may walk to retail needs, where employees may walk to lunch-serving businesses, and where all –current and future residents and employees – may have convenient access to the number of recreational opportunities throughout the area.

An important element will be consistency throughout the area plan. Gaps in sidewalk infrastructure will create barriers to walking and will dissuade the use of the available infrastructure. Additional factors that will assist in ensuring the use of sidewalks and pedestrian infrastructure is safety (protection from vehicles) and the environment (shade infrastructure, landscaping, lighting, and street furniture).

Cycling

Cycling throughout the Southwest Area provides opportunity for active transportation and for recreational purposes. Fernley does not currently offer cycling infrastructure to the Southwest Area. Once the infrastructure is added, the City's center will be connected to the Southwest Area and cyclists may travel between the two areas.

As it develops, the Southwest Area will need to consider added levels of protection for any potential bike lanes where cyclists may share the road with trucks. Additional cycling infrastructure, such as bike maintenance stations and bike stands, also need to be considered near residential, commercial, and mixed-use areas to promote cycling and create a safe and welcoming environment.

As shown in the Future Land Use Map, the Southwest Area includes a multi-use path which wraps around the center of the area and connects to the Open Space areas, mixed-use areas, and US-95. This will fully connect all uses in the Southwest Area to the rest of the City for transportation and recreational uses.

Additionally, mountain biking linkage is also created with the extension of the open space in the southwest to the roadway network. The open space is established as such due to the increasing grade of the slope. Mountain biking and hiking trails may already exist in this area, or they may be created with the development of the area.

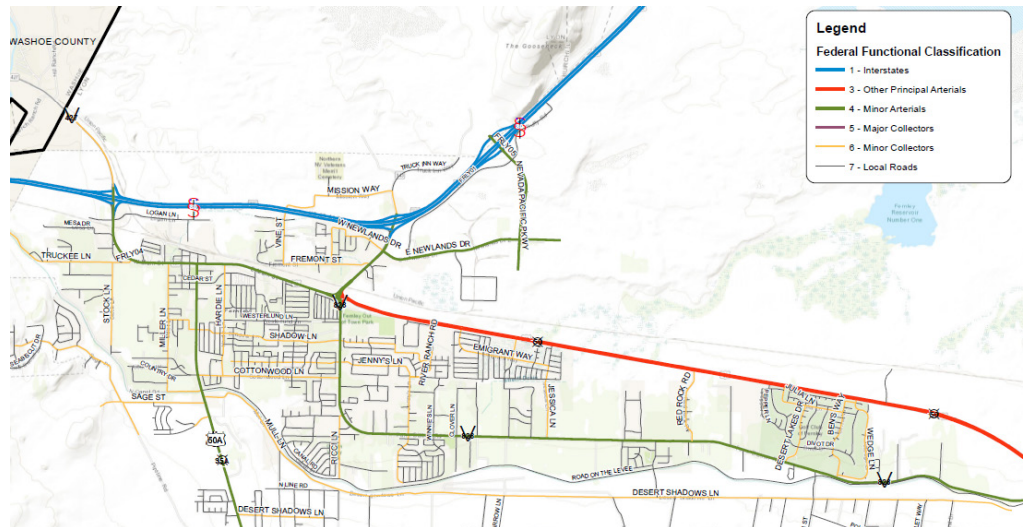
Driving

Cars represent the main form of transportation for households in Fernley and the region. As such, roads and transportation largely favor automobile use.

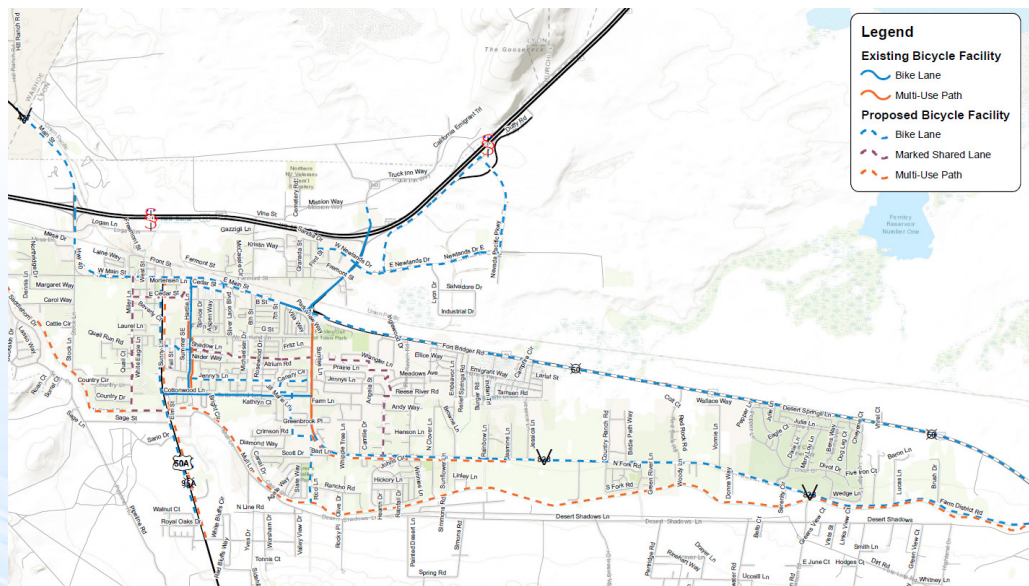
Connectivity to the rest of the City remains limited due to I-80 creating a barrier between the City center and the Southwest Area. Accessibility is limited to Main Street, Vine Street, Truck Inn Way, and Nevada Pacific Parkway.

Developers will be responsible for neighborhood linkages and smaller roads throughout the Southwest Area. The Future Land Use Plan establishes the main arterials throughout the Area Plan that will need to be constructed first and foremost for development to continue progressing.

Figure 22. Fernley Functional Classifications and Bicycle Facilities Maps



Source: City of Fernley Transportation Master Plan, 2020.



Truck Traffic

With opportunity for future industrial developments in the Southwest Area, it is important for truck traffic to be planned in a manner that does not create additional traffic in neighborhood and commercial areas. Residents, visitors, and employees should have clear access to their destinations. However, the Southwest Area also creates an excellent opportunity for industrial industries to be conveniently located next to US-95. As such, it is also important for trucks to be able to easily access industrial sites. Future developments must identify the routes trucks will travel through the Area and identify how traffic will be mitigated. The potential bypass connection would allow truck traffic to avoid the northern portion of US-95 and Main Street and connect directly to I-80 without disrupting the existing communities throughout the southern and western portions of Fernley.





WATER CAPACITY

Southwest Area Plan



Water Capacity

Current Demand

According to data provided in the City of Fernley's 2022 Water Master Plan, the average day demand for the potable water system is approximately 3.88 million gallons per day (MGD) and the maximum day demand is approximately 6.52 MGD. The most recent available peak hour flow monitoring data suggests that the peak hour demand is approximately 10.90 MGD. The City's water system currently meets the demands of all three flow scenarios. The proposed land plan to develop the Southwest Area would result in additional water demands. The following sections discuss each system component and present information regarding their capacity to meet additional demands.

Available Water Resources

The City water system is currently supplied through groundwater wells only, including six groundwater wells (numbered 4, 9, 9A, 11, 13, and 14). The total production capacity of these combined wells is 12.33 MGD¹. The firm capacity, which refers to the amount of water that can be reliably produced by the system accounting for possibility of equipment failure, maintenance needs, operational limitations, and long-term sustainability, is 8.65 MGD. NAC 445A.6672 suggests that if a public water system is served primarily from wells, then the total capacity of the system should be able to serve MDD plus fire flow when all wells are functioning or ADD plus fire flow when the most productive well is not functioning. In each of these scenarios, it appears that the City's water supply has some available capacity, however, it is unclear whether this available capacity exceeds the future demands of the Southwest Area Plan. The amount of additional raw water resources required will depend on future development demands.

¹ Assumes that every well and pump in the system is operating at full capacity, over a continuous 24-hour period. While this figure represents the upper limit of what the system could theoretically deliver if all components were functioning perfectly and continuously, it is not an accurate representation of the reliable output of the wells.

Treatment Plant

The City's groundwater contains arsenic levels ranging between 20 and 40 parts per billion (ppb), which exceeds the maximum contaminant level (MCL) of 10 ppb established by the Environmental Protection Agency (EPA) for national primary drinking water standards. To ensure compliance with these standards, the City's Water Treatment Plant (WTP) is designed to reduce arsenic levels in the groundwater to below 2 ppb, utilizing a variety of advanced treatment processes. Currently, the WTP operates at an average flow rate of 4-6 MGD but is capable of handling a maximum flow of 20 MGD. Recognizing the need for future growth and diversification of water sources, the City has identified potential upgrades to the WTP that would allow it to treat surface water in addition to groundwater. These upgrades would increase the plant's capacity to a flow rate of 30 MGD. Because the WTP was designed with future expansion and increased flows in mind, no further upgrades are expected to be necessary to meet the demands of the Area Plan.

Pump Station

After treatment, water is delivered to the transmission and distribution systems via a central high service pump station at the WTP site. The high service pump station is a triplex station with a fourth pump for redundancy, and each pump is equipped with a variable frequency drive (VFD) for precise flow control. The current firm capacity of the pump station is 21.2 MGD, though, like the WTP, it was designed with space for two additional pumps to accommodate the plant's ultimate expansion flow of 30 MGD. Since the pump station capacity currently exceeds demands and has room for further expansion with the WTP, no further upgrades are expected to be necessary to meet the demands of the Area Plan.

Transmission Main

A majority of the City's current water service area resides south of I-80. The City utilizes a high-pressure transmission main to deliver flow to this area at adequate pressure. This transmission main ranges in size from 30-inches to 42-inches in diameter and begins at the WTP, following a generally southeast alignment. From available information, it appears that the existing water transmission infrastructure does not extend to the Southwest area; as such, a new transmission main or an extension would be needed to serve the area.

Water Storage

The City's distribution system consists of four (4) water storage tanks (Sage, Ricci, Northeast, and Sage Ranch) with a total water storage capacity of just over 7 million gallons¹. The City's Water Master Plan suggests that these tanks provide adequate storage for the existing service area based on the requirements of AWWA M42 Chapter 5. However, NAC 445A provides more specific standards regarding water storage for public water systems in Nevada. NAC 445A.6674 requires that *"an existing public water system maintains a storage... that is sufficient to ensure that the total capacity of the public water system will meet current and anticipated demands"*. NAC 445A further qualifies these demands as operating storage, emergency reserve, and fire flow demand, where operating storage is equivalent to MDD, emergency reserve is equivalent to 75% of MDD, and fire flow is determined by the governing fire code. Using these standards, a volume of 12.37 million gallons would be needed to accommodate current demands. This suggests that the current system's storage capacity has a 5.37-million-gallon deficit.

It is suspected that this storage deficiency is offset via "alternative pumping capacity", which is a strategy identified in the NAC for serving water demands in areas where conventional storage is not accessible by gravity². The system's apparent excess in pumping capacity supports this assumption. As the service area grows, however, it is recommended that future development be supported by conventional water storage. As such, it is anticipated that additional water storage will be required to support the development of the Area Plan.

Pressure Zones

The majority of the City's water system operates within a single pressure zone that includes three of the four water storage tanks. These tanks are at similar ground elevations, which allows them to exert the same static pressure on the system. The static pressure at any point in the system depends on the elevation difference between the tank water level and the location being served. With the tanks setting the hydraulic grade line (HGL) at 4,342 feet, the City's water master plan indicates that this zone can serve areas at elevations of 4,235 feet and below. As most of the Southwest Area Plan has elevations greater than 4,235 feet, a new pressure zone would need to be established to serve the system. The establishment of a new pressure zone would include additional booster pump stations and water storage tanks.

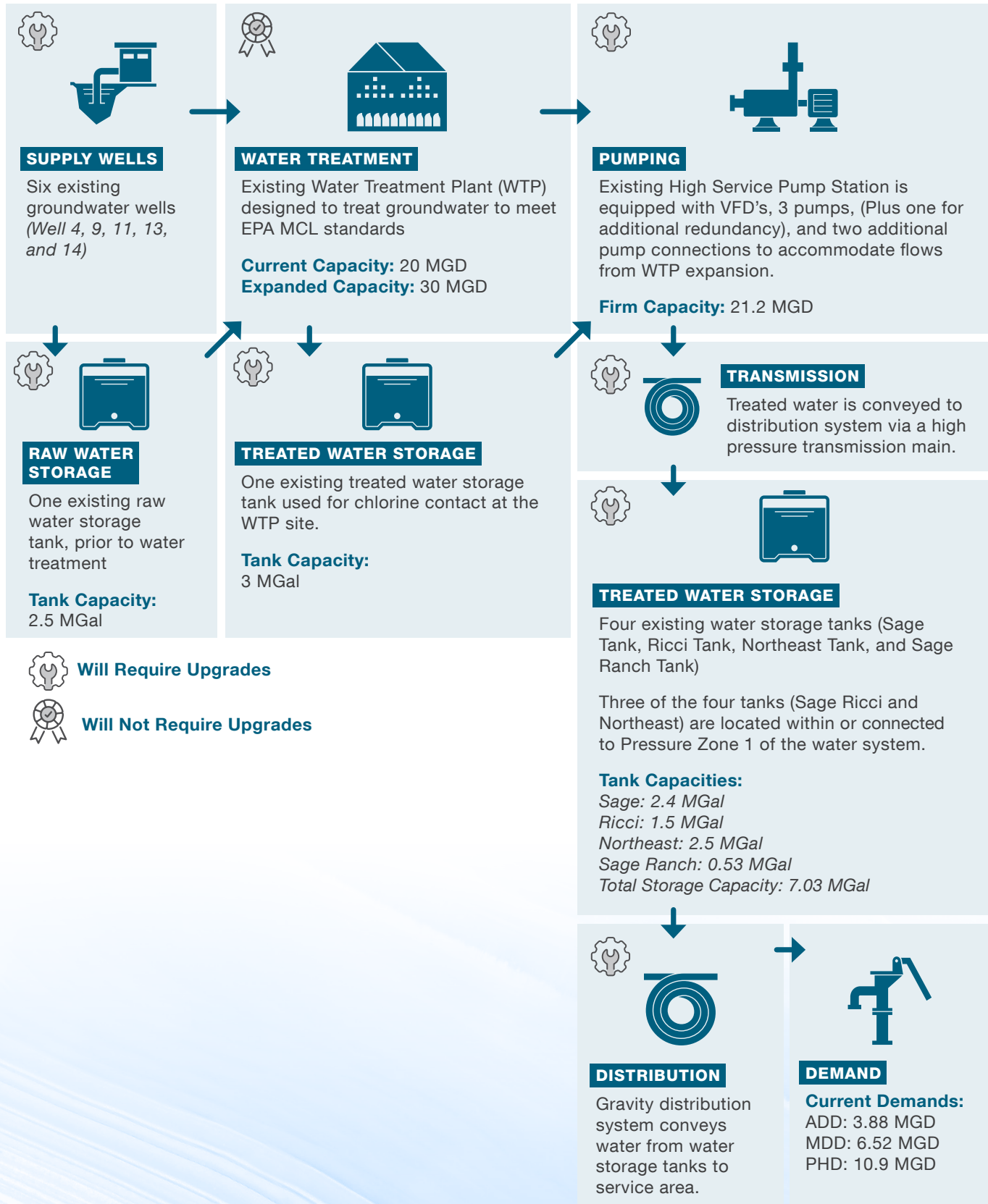
¹ Three additional water storage tanks exist within the system, however they were not considered in evaluating the system's ability to serve the Southwest Area as they either store raw water or act as chlorine contact on the WTP site.

² NAC 445A.6554, and .66755

Distribution

The COF's distribution system is served through a combination of the high service pump station and the four water storage tanks. The distribution pipe network utilizes pipes ranging in size from 6-inch to 24-inch. As previously mentioned, the current water distribution system is located south of I-80. To service the Southwest Area, distribution pipelines will need to be sized in accordance with the demands of the individual developments.

EXISTING WATER SYSTEM OVERVIEW





FISCAL IMPACT ANALYSIS

Southwest Area Plan



Fiscal Impact Analysis

Overview

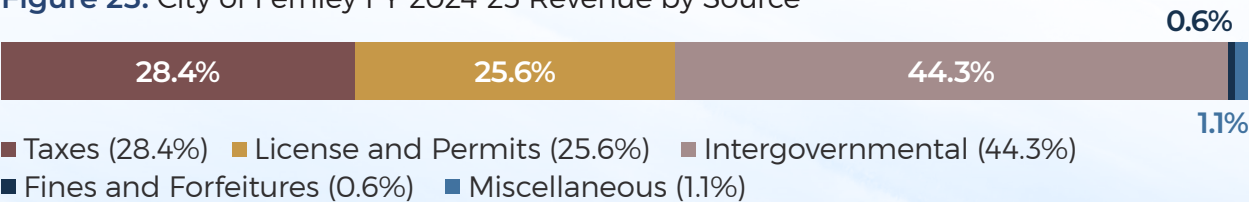
The fiscal impact analysis builds upon the future land use plan to guide the decision-making process throughout the implementation of this plan. This analytical model is a tool to help understand the impact to future revenue associated with the proposed land uses and provides the City a framework in which to prioritize public investment in roadway improvements, utilities, parks, and zoning policy.

The City of Fernley has a proposed increase of \$600,000 (12.7%) in new revenue associated with property value increases and new development between fiscal years 2024 and 2025. As new projects emerge, the benefits to the City's tax roll are easy to quickly estimate. When thinking into the future, fiscal and economic resilience is instrumental in preserving quality of life for today's residents, as well as the next generation. As new development proposals come through, the City of Fernley must set a course for making sustainable and forward-thinking land use decisions that set the stage for a resilient and sustainable community.

Existing Revenue Streams

Based on the approved 2024-2025 budget, the property tax revenue for Fernley is \$5,249,790. This estimate represents 28.4% of the city's annual general fund balance. Other significant sources are intergovernmental transfers, which is predominantly Regional Transportation Commission (RTC) funding for roads at 44.3%, and licensing and permit fees at 25.6%. For this analysis, only property tax revenue was considered. Licenses and permits may be a substantial revenue source given the high volume of new buildings included in the plan; however, exact amounts are unknown as permitting and infrastructure fee amounts change regularly. The proposed land uses for the Area Plan at full buildout will likely increase the proportion of City revenue from property taxes.

Figure 23. City of Fernley FY 2024-25 Revenue by Source



Source: City of Fernley

SAMSARG Field and Fernley Raceway

The existing SAMSARG airfield and Fernley Raceway located within the Southwest Area provide a unique opportunity for growth, development, and revenue streams for the City of Fernley. These benefits could include enhanced commerce opportunities, job creation, hospitality, and retail spending. For the sake of this fiscal impact analysis and the consideration of property tax revenue specifically, the SAMSARG airfield and Fernley Raceway have been excluded from the analysis. This methodology is used to create an even comparison between the Southwest, North, and South Area Plans. An additional analysis will need to be created to understand the full fiscal impact of the SAMSARG airfield and Fernley Raceway.

Potential Future Property Tax Revenue

The expected annual property tax revenue for the Southwest Area Plan's full build-out is more than \$103 million, over eleven times greater than Fernley's current property tax revenue. Mixed-use and high-density residential uses present the greatest revenue per acre. Low-density residential developments are projected to be the largest contributor to annual revenue at over \$50 million, with mixed-use and light industrial contributing over \$23 million each. These three uses are projected to contribute approximately 90% of the Southwest Area Plan's property tax revenue to Fernley. Full build-out of the Southwest Area Plan will result in transformative property tax revenue increases for the City. It's important to note that the Area Plan is currently outside the jurisdiction of the City of Fernley. In order for the projected property tax value to be generated for Fernley, the properties would have to be annexed into the City.

Table 8. Total Expected Property Tax Revenue

Land Use	Revenue per Acre	Acres	Expected Annual Revenue
High Density Residential	\$37,149.61	68.4	\$2,541,033.07
Medium Density Residential	\$17,725.17	192.6	\$3,413,868.57
Low Density Residential	\$10,703.69	1,910.7	\$20,451,534.80
Commercial	\$11,366.80	226.8	\$2,577,989.88
Mixed-Use	\$52,782.11	960.3	\$50,686,664.33
Light Industrial	\$7,785.28	3076.2	\$23,949,074.37
Total			\$103,620,165.02

Attracting new growth and development increases and diversifies the overall tax base for a community; however, it is critical to carefully consider the short- and long-term fiscal implications of this growth. Not all development projects are created equal from an economic resilience standpoint, which is largely driven by costs associated with expanding and maintaining community services and infrastructure, like water, sewer, police, fire, roads, parks, libraries, and many more, that is required to support the new residents, jobs, or visitors. This analysis provides a simplistic view into the future; additional revenues and expenditures will be attributed to development in the Southwest Area.



IMPLEMENTATION PLAN

Southwest Area Plan



Implementation Plan

The Southwest Area Plan was developed in coordination between residents, stakeholders, developers, City staff, and elected officials in order to achieve a common goal of expanding opportunities and quality of life within the City. Input from all led to the development of the goals outlined at the beginning of this Plan, which then culminate into the implementation.

This section provides a guide to next steps – including financing options and additional actions and initiatives that should be implemented to achieve the highest level of success. Ultimately, this Plan is the first step in the development of the area. Additional work will be required to update policies, adopt regulatory changes, and establish public/private partnerships.

Key focus areas for the implementation include:

- **Infrastructure and Utilities.** It is of the utmost importance to develop a plan for how infrastructure and utilities will be financed and built. Development will be hindered without a clear path forward. This will require public/private partnership between the City and developers.
- **Water.** With a level of development such as that of the Southwest Area, paired with the Southwest and the South Areas, it is critical for the City to establish a plan for adequate water supply and infrastructure.
- **Transportation.** The development of the Southwest Area Plan, in addition to the South and Southwest Area Plans, will result in added vehicles on the roads. The City and NDOT must coordinate to ensure that the level of service provided throughout the entirety of Fernley is adequate to avoid traffic congestion and safety hazards.

Proposed developments will be required to obtain the permit applications required by the City and be consistent with the goals and policies established in this Southwest Area Plan Implementation Plan, the Fernley Comprehensive Master Plan, as well as the use regulations and development standards established in the Fernley Municipal Code.

Potential Funding Mechanism(s)

The Implementation Plan identifies potential funding sources for each policy program, each of which are detailed below. The goal of the City is to facilitate development of the Southwest Area Plan without causing an undue burden on developers and property owners. As such, these potential funding sources may serve to provide services and infrastructure required for development to occur.

- **Special Taxing District/Metro Districts** – As outlined by the Special District Control Law, “special districts” may be established to fund various services and needs through water and sanitation districts, general improvement districts, or any quasi-municipal corporation organized under the local improvements and service district laws, for example. This mechanism may be initially funded by grants or bonds, the City, or a developer or group of developers. Future developers in the Southwest Area would pay a tax into the District to pay back the improvements paid for by the District.
- **Tax Increment Financing (TIF)** – Used as a subsidy for redevelopment, infrastructure, and other community-improvement projects. TIF does not increase taxes, but rather captures and reinvests any increases in property and/or sales tax revenue as a result of new development and other site improvements over a set period of time.
- **Impact Fees** – Fees added to the cost of construction to offset the toll of new developments on local infrastructure.
- **General Fund** – The main operating fund for a jurisdiction. The General Fund is typically discretionary to the City Council for the provision of activities, programs, and services. Major sources of revenue for the General Fund come from sales taxes, property taxes, franchise fees, business license fees, unrestricted revenues from the state, fines and forfeitures, and interest income.
- **Local, State, Federal Grants** – Various grants are available to jurisdictions for differing purposes.

Implementation Matrix

Table 8. Implementation Matrix

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Timeframe
High Priority (1-3 Year Implementation Horizon)				
Surface Water Study	Complete the ongoing surface water study.	Public Works	General Fund	Within 1 year
Infrastructure Plan	Development of an infrastructure plan which identifies all infrastructure demand for the build-out of the Southwest Area Plan and identifies potential gaps and solutions.	Private Developers; Public Works	Public-Private Investments; Grants Investment; Grants	Within 1 year
Zoning Code Update	Adopt a zoning code update establishing zoning in the Southwest Area.	Planning	General Fund	Within 1 year
NDOT Transportation Coordination	Coordinate with Nevada Department of Transportation (NDOT) to study traffic and circulation to provide adequate infrastructure that meets capacity needs. This includes infrastructure such as the Fernley bypass, street lighting, sidewalks, etc.	NDOT; Public Works	Impact Fees; General Fund; NDOT (TBD)	Within 2 years

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Timeframe
Bureau of Land Management and Bureau of Reclamation	Coordinate with the Bureau of Land Management and Bureau of Reclamation regarding the Land Bills Act and City purchase of land owned by both agencies. The City must first acquire the parcels and then will coordinate with interested parties in selling them for development as intended in this Area Plan.	Bureau of Land Management and Bureau of Reclamation; City Manager's Office; Planning	General Fund	Begin coordination within 2 years
City Master Plan Update	Adopt an update to the Fernley Master Plan.	Planning Department	General Fund	Within 2 years
Capital Improvement Plan Update	Update the Capital Improvement Plan to include the Southwest Area.	Planning; Public Works	General Fund	Within 3 years
Stormwater Runoff Study	Conduct and adopt a Stormwater Runoff Study.	Planning; Public Works	General Fund	Within 3 years
Airport Master Plan	Development of an Airport Master Plan with an emphasis on community engagement to identify the vision and fiscal impact of the airfield to the City of Fernley.	Private Developers; Planning Department	Private Investment	Within 3 years
City Staffing Study	Conduct a study of staffing needs to result from the three Area Plans (north, southwest, and south) to ensure the City is adequately prepared to received development applications.	City Manager's Office; Planning; Public Works	General Fund	Within 3 years

Implementation Project/ Initiative	Anticipated Outcome	City Department/ Agency	Potential Funding Mechanism	Timeframe
Moderate Priority (4-7 Year Implementation Horizon)				
Transportation Master Plan Update	Amend the Transportation Master Plan to include the Southwest Area.	Planning; Public Works	General Fund	Within 4 years
Safe Routes to School Plan Update	Amend the Safe Routes to School Plan to include the Southwest Area.	Planning; Public Works	General Fund; Grants	Within 5 years
Water Infrastructure Upgrades	Contingent upon completion of the Infrastructure Plan, begin coordinating and planning for water infrastructure upgrades as needed.	Planning; Public Works	Public-Private Investments; Grants	Within 5 years
Water Conservation Plan Update	Amend the Water Conservation Plan to include and account for new developments in the Southwest Area.	Planning; Public Works	General Fund; Grants	Within 7 years
Low Priority (8+ Year Implementation Horizon)				
Active Transportation Plan	Adopt and implement a city-wide Active Transportation Plan that includes the Southwest Area.	Planning; Public Works	General Fund	Within 10 years
Parks and Trails Plan	Adopt and implement a city-wide Parks and Trails Plan. This includes creating interconnectivity between open space areas/parks and residential neighborhoods throughout the Southwest Area.	Planning/ Public Works	General Fund	Within 10 years



APPENDIX A

Southwest Area Plan



Appendix A: Fiscal Impact Analysis

This fiscal analysis serves to inform the City of the expected property tax revenue that could be realized from implementing the Southwest Area Plan. Results from this analysis enable an understanding of how the potential mix of land uses prescribed at buildout of the Area Plan may benefit the City of Fernley's future revenue earnings. To determine the expected fiscal impact of the Area Plan, a model was developed to calculate total expected property tax revenue by land use on a per acre basis. This analysis describes the existing conditions and inputs behind development of the model, the methodology used to create and implement the model, and resulting fiscal forecasts.

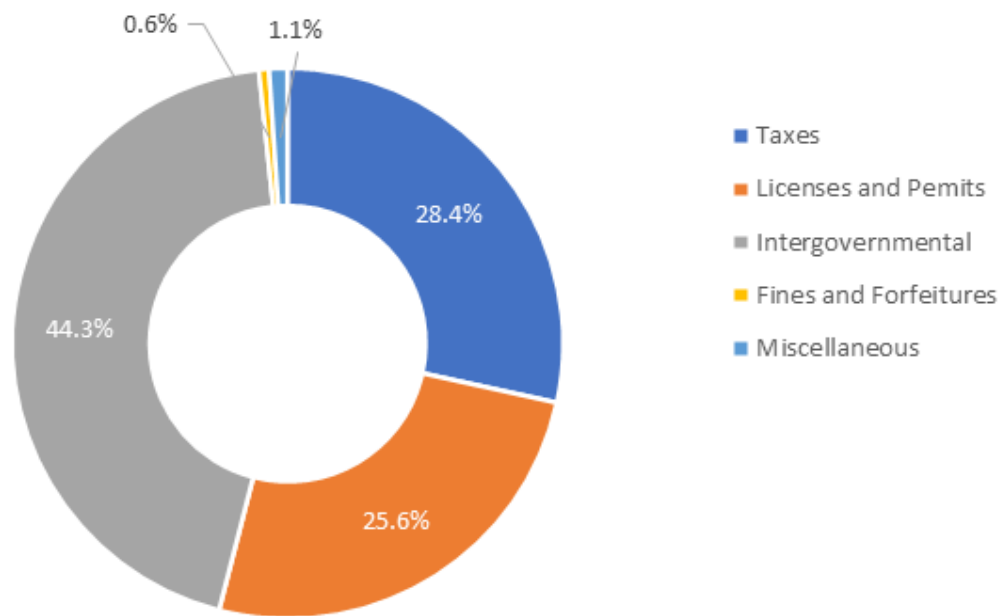
The City of Fernley has a proposed increase of \$600,000 (12.7%) in new revenue associated with property value increases and new development between fiscal years 2024 and 2025. As new projects emerge, the benefits to the City's tax roll are easy to quickly estimate. When thinking into the future, fiscal and economic resilience is instrumental in preserving quality of life for today's residents, as well as the next generation. As new development proposals come through, the City of Fernley must set a course for making sustainable and forward-thinking land use decisions that set the stage for a resilient community.

Private corporations carefully compare revenues and expenditures to ensure financial health and long-term success. City governments take a similar approach each year during budget season to weigh expected revenues from taxes and fees with known expenditures, including larger capital investments, as well as regular maintenance of community infrastructure and provision of critical community services. Both short- and long-term expenditures are essential as they ensure that a community remains an attractive place to live, work, and play, but they must be grounded in an understanding of the City's bottom line.

Existing Revenue Streams

Based on the approved 2024-2025 budget, the property tax revenue for Fernley is \$5,249,790. This estimate represents 28.4% of the city's annual general fund balance. Other significant sources are intergovernmental transfers, which is predominantly Regional Transportation Commission (RTC) funding for roads at 44.3%, and licensing and permit fees at 25.6%. For this analysis, only property tax revenue was considered. Licenses and permits may be a substantial revenue source given the high volume of new buildings included in the plan; however, exact amounts are unknown as permitting and infrastructure fee amounts change regularly. The proposed land uses for the Area Plan at full buildout will likely increase the proportion of City revenue from property taxes.

Figure A.1. City of Fernley FY 2024-25 Revenue by Source



Source: City of Fernley

Methodology

The annual property tax revenue the City of Fernley could expect under a full build-out of the Area Plan is the final output of the fiscal model. Full build-out calculations are based on the Area Plan’s expected acreage for each land use as shown in **Table A.1**. Low-density residential and light industrial *land uses represent* the future land uses that comprise the most acreage at 3,418 acres and 2,123 acres, respectively.

Table A.1. Southwest Area Plan Full Buildout Acreage by Land Use¹

Land Use	Acreage
Light Industrial	3,418
Low Density Residential	2,123
Med Density Residential	214
High Density Residential	76
Mixed Use	1,067
Commercial	252

1 See the Land Use Map on page 43.

Expected annual revenue is a product of the average revenue per acre for each land use in the Area Plan multiplied by the expected acreage of each land use. To achieve this, a model was prepared which analyzes revenues from existing land uses within the planning and surrounding areas and extrapolates them to expected revenues from full buildout of the Area Plan. The model uses comparative properties to create a suite of parcels from Fernley and surrounding areas mimicking the expected land value of parcels in the Area Plan. Comparative (Comp) property methodology is explained in the following land use section. Using data from the Washoe County and Lyon County assessor's offices, the revenue per acre for comp properties was calculated. **Table A.2** shows a snapshot of the estimation for low-density residential based on this approach:

Table A.2. Low Density Residential Model

Address	Acres	Assessed Value	Taxable Value (Assessed*.35)	Tax Rate	Revenue	Revenue/Acre
1661 Round Up Rd	0.138	\$280,359	\$98,125.65	0.036127	\$3,544.99	\$25,688.30
302 Peregrine Ct	1	\$522,482	\$182,868.70	0.036127	\$6,606.50	\$6,606.50
549 Saddle Horn Way	0.5	\$251,550	\$88,042.50	0.036127	\$3,180.71	\$6,361.42
237 Meadow Circle	2.84	\$934,024	\$326,908.40	0.036127	\$11,810.22	\$4,158.53
Average Revenue						\$10,703.69

Land Use Assumption Summary

Each group of comp properties was chosen to best represent the expected build-out mix of uses in the Area Plan as explained in the following paragraphs.

High-Density Residential

High-density residential buildings were chosen from Fernley, Sparks, and Reno, as there are few examples in the Fernley area, which is predominantly single family residential. High-density residential building's sizes are at or slightly above the current 30 du/acre density cap in Fernley. Comps in this section focus on buildings constructed in the 2020s.

Medium-Density Residential

Medium-density residential in Fernley is defined by a 14 dwelling units (du) per acre limit, making low-rise apartments and du/triplexes suitable comps. Fernley has several developments in this group which were used as comps.

Low-Density Residential

Low-density parcels were chosen from different single-family residential areas around Fernley to capture different lot and home sizes and locations.

Commercial

Commercial parcels were compiled to represent retail and some office of varying sizes. Comparative properties included big box stores, family offices, chain stores, and small retail, which were used to capture the different types of Fernley's existing commercial uses.

Mixed-Use

The Area Plan has a wide range of use types in its mixed-use guidelines. Eight parcels were used, capturing mixed use residential of varying sizes, office/commercial buildings, and strip malls. Most mixed-use comps are in Reno as it is the only location in the area with a diverse mix of mixed-use types.

Heavy Industrial

Heavy Industrial includes factories and refineries of intense impact and use. The Fernley and the planning area's mining and refining factories are reflected in the comps.

Light Industrial

Light industrial uses were chosen to reflect proposed zoning which includes office, data centers, warehouses, and others. Market analysis indicates Fernley is currently and will continue to experience growth in manufacturing, transport, and warehousing, all use types included in light industrial. Properties included are Polaris and Trex's distribution centers and factories, the Apple Data Center, and the Sherwin-Williams emulsion plant and distribution center.

Market Adjuster

Due to the existing size of the Fernley community and existing land use mix, not all comps used in the analysis are in Fernley. Non-Fernley comps were pulled from Sparks, Reno, and elsewhere in Washoe County. These areas can have more expensive land, particularly in urban areas, so an adjustment factor was calculated to modify the land value of properties in higher value areas to reflect their estimated value in Fernley. To accomplish this, fast food properties present in both Reno and Fernley were used, as their parcels, property, products, and buildings are typically standardized across geographies. This minimizes the fluctuations in improved property value and building type seen in office, residential, and some commercial markets. Five common fast-food parcels were chosen and their property value per acre was calculated as shown in **Table A.3**.

Table A.3. Adjuster Calculation Table

Market Adjuster						
Property	Fernley			Reno		
	Value	Acres	Per Acre	Value	Acres	Per Acre
General Small Lot	\$966,934.00	0.744	\$1,299,642.47	\$600,789.00	0.488774	\$1,229,175.45
Burger King	\$654,932.00	0.671	\$976,053.65	\$878,536.00	0.59876	\$1,467,259.00
McDonalds	\$550,763.00	0.78	\$706,106.41	\$1,483,259.00	1.14674	\$1,293,457.10
KFC	\$1,257,851	1	\$1,257,851.00	\$3,650,785.00	2.7	\$1,352,142.59
Taco Bell	\$590,152	0.671	\$879,511.18	\$898,521.00	0.681107	\$1,319,206.82
Total			\$1,023,832.94	-	-	\$1,332,248.19
Fernley-Reno Adjuster				0.768500154		

Using the ratio of taxable land value per acre between Fernley and Reno, the adjuster is ~0.77. The final revenue per acre value of all comparison properties located in Reno and Sparks were multiplied by this number.

Potential Future Property Tax Revenue

The expected annual property tax revenue for the Area Plan's full build-out is more than \$103 million, with the retaining over \$19 million, or two and a half than Fernley's current property tax revenue. Mixed-use and high-density residential uses present the greatest revenue per acre. Mixed-use developments are projected to be the largest contributor to annual revenue despite being the third largest use by acreage. This reflects the elevated value per acre that was assumed in this analysis based on a review of comparative mixed-use projects. It is also assumed 10% of the proposed land use acreage will be lost to utilities, roads, and other infrastructure, reflected in **Table A.4's** "Acres" column. Full build-out of the Area Plan will result in transformative property tax revenue increases for the City. It's important to note that the Area Plan is currently outside the jurisdiction of the City of Fernley. In order for the projected property tax value to be generated for Fernley, the properties would have to be annexed into the City.

The "Estimated Annual Revenue" is based on the total tax revenue generated from properties in each land use. The City of Fernley will only retain a percentage of that revenue, equal to the local property tax rate. The following are the City of Fernley's expected annual tax revenue based on the 2024-25 local rate collected by the city of 0.6756%.

Table A.4. Total Expected Property Tax Revenue

Land Use	Revenue per Acre	Acres	Expected Annual Revenue	
			Total	To City
High Density Residential	\$37,149.61	68.4	\$2,541,033.07	\$475,190.84
Medium Density Residential	\$17,725.17	192.6	\$3,413,868.57	\$638,417.14
Low Density Residential	\$10,703.69	1,910.7	\$20,451,534.80	\$3,824,579.10
Commercial	\$11,366.80	226.8	\$2,577,989.88	\$482,102.02
Mixed-Use	\$52,838.95	960.3	\$50,686,664.33	\$9,478,758.39
Light Industrial	\$7,785.28	3076.2	\$23,949,074.37	\$4,478,643.30
Total			\$103,620,165.02	\$19,377,690.78

Attracting new growth and development increases the overall tax base for a community; however, it is critical to carefully consider the short- and long-term fiscal implications of this growth. Not all development projects are created equal from an economic resilience standpoint, which is largely driven by costs associated with expanding and maintaining community services and infrastructure, like water, sewer, police, fire, roads, parks, libraries, and many more, that is required to support the new residents, jobs, or visitors. This analysis provides a simplistic view into the future; additional revenues and expenditures will be attributed to development in the Southwest Area.

As future action items are considered through the implementation process, it is important to fully understand the magnitude of installation and long-term upkeep/maintenance costs and how those expenditures are proposed to be met in the future. As projects move forward, assessing their fiscal impacts will be important, particularly for those that require large-scale infrastructure investments or significantly shift the socioeconomics of the community, like adding new residents with different service expectations than the current base. These conversations are critically important as Fernley is well-positioned to attract residential and commercial development in the future.



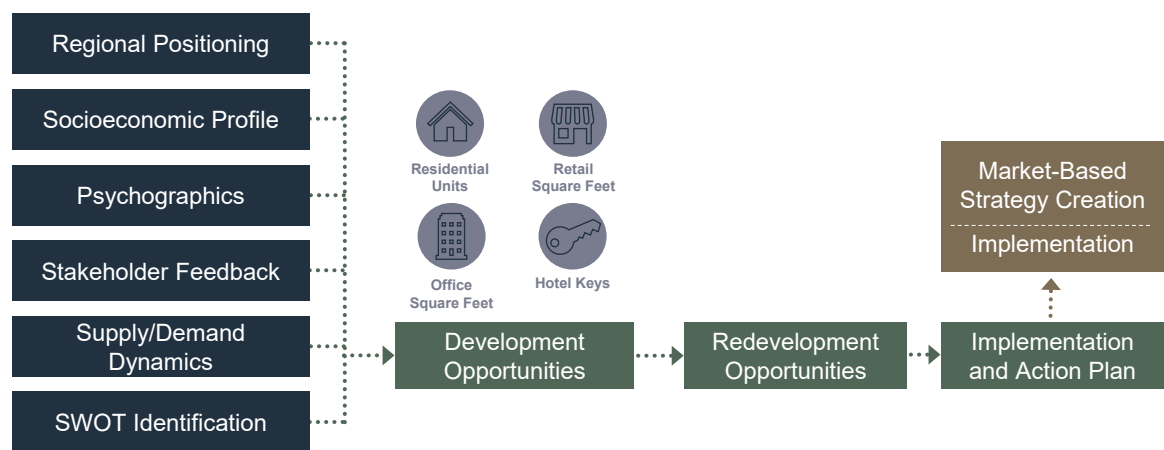
APPENDIX B

Southwest Area Plan



Appendix B: Market Conditions

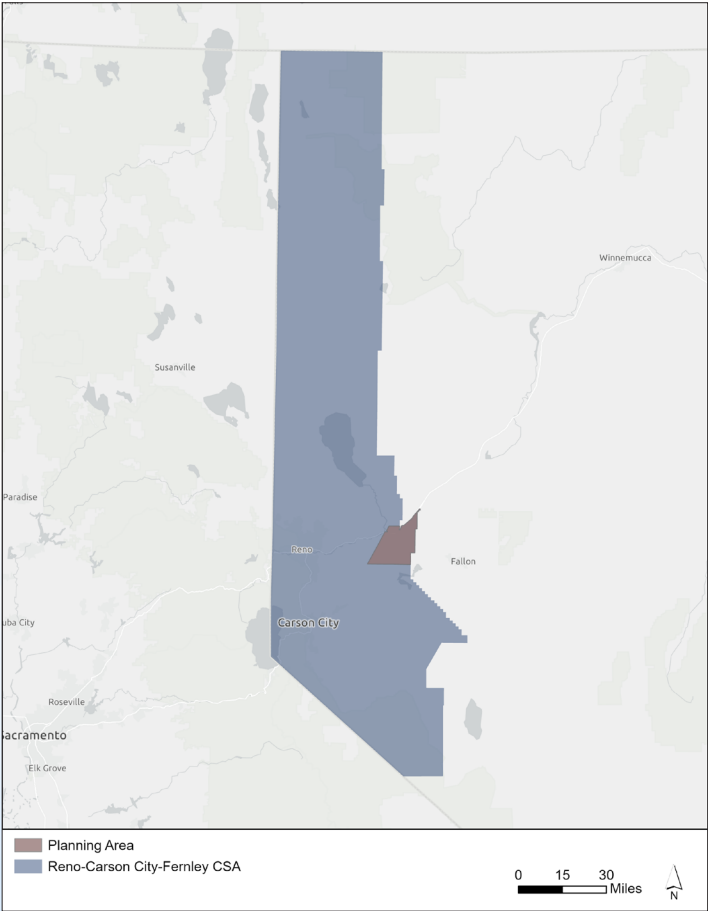
Process



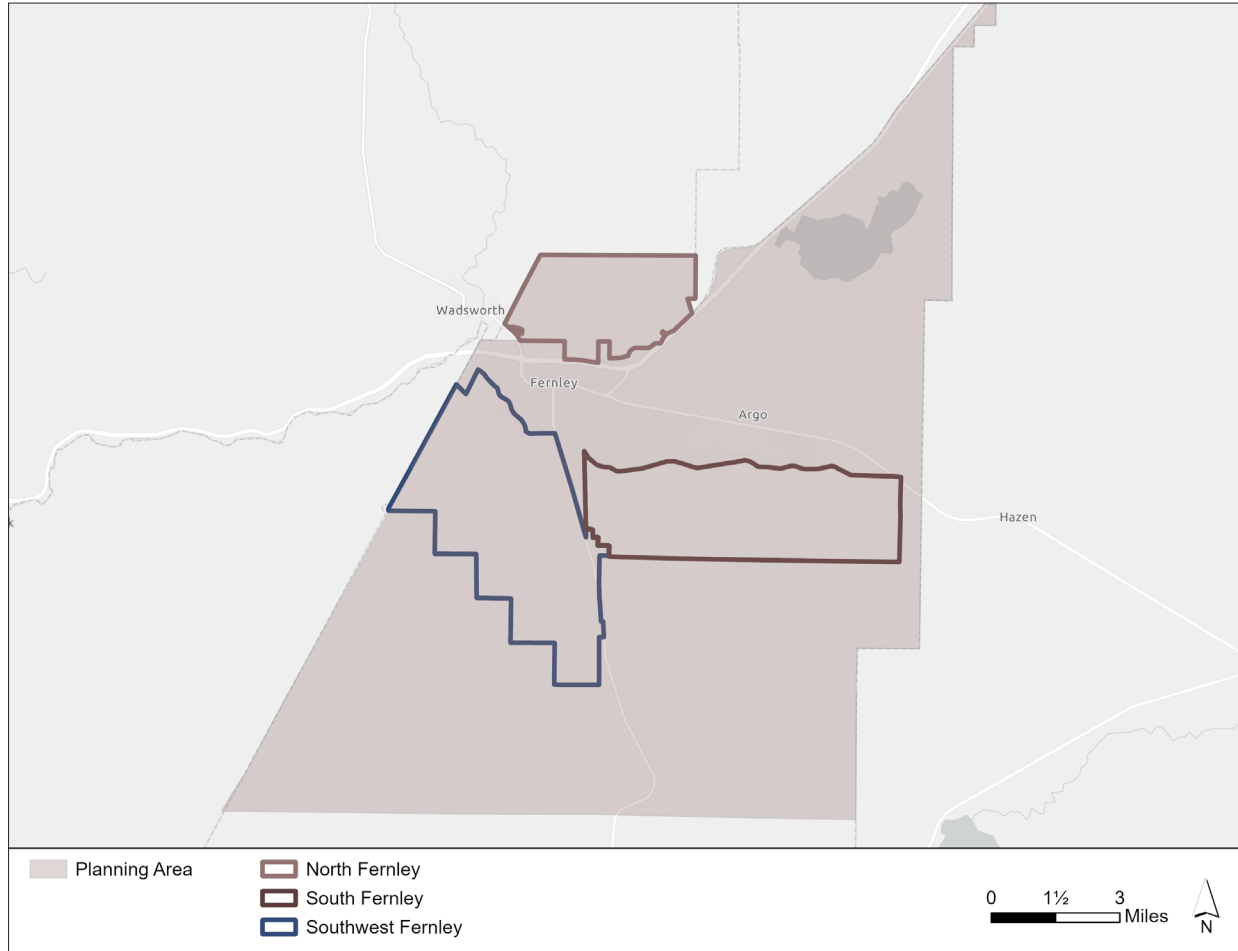
Area Definition

For the market analysis, a larger area that encompass the City was analyzed to provide a better understanding of dynamics influencing real estate demand and development.

A regional perspective was also reviewed by incorporating findings from the Reno-Carson City-Fernley Combined Statistical Area (CSA), which only includes Washoe, Lyon, Carson City, Douglas and Storey counties. The CSA also encompasses the City of Fernley.



The Planning Area includes the City of Fernley and encompass three future development areas of North Fernley, South Fernley and Southwest Fernley.

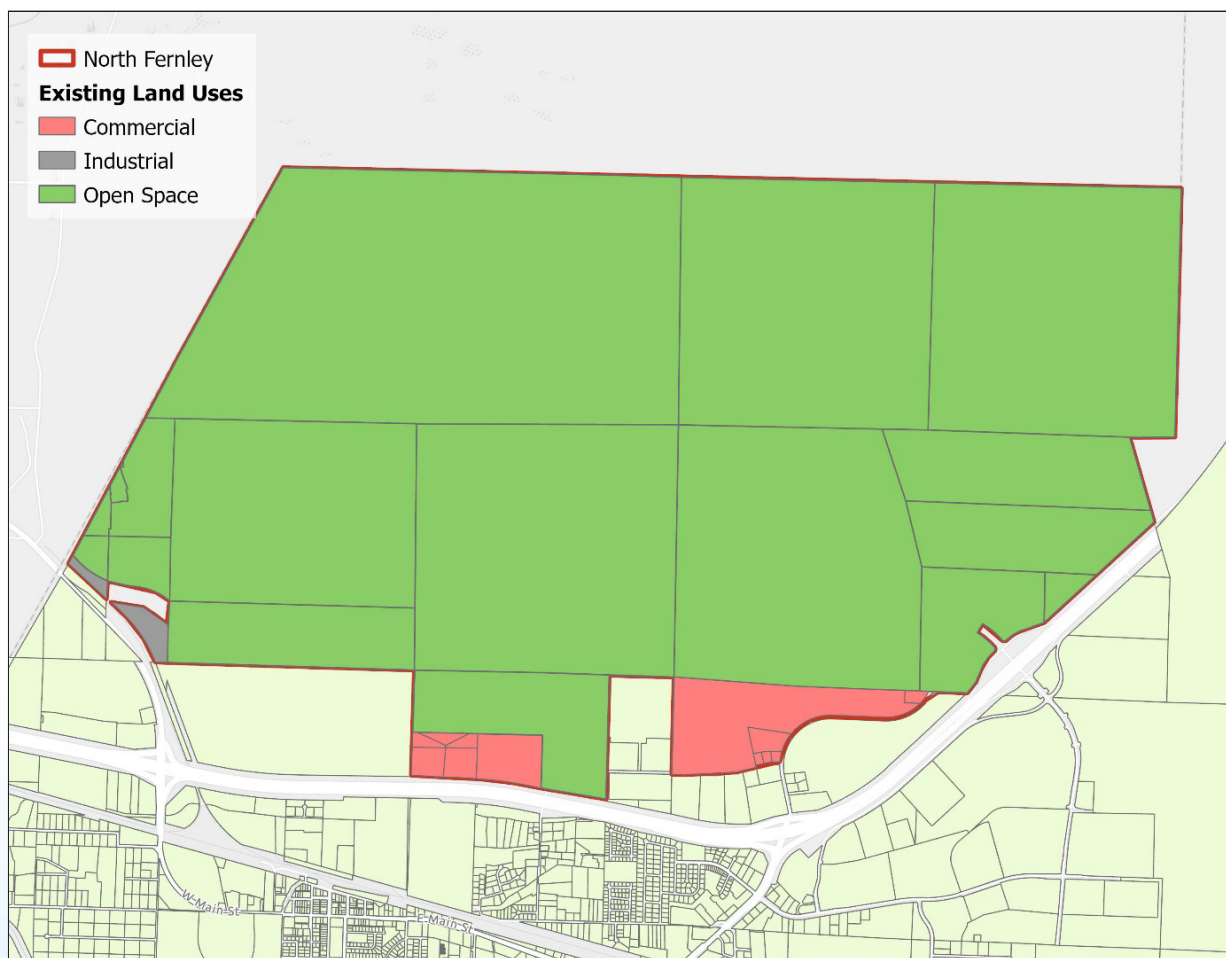


Future Development Areas

North Fernley

North Fernley has been identified as a Future Development Area(FDA). North Fernley has a potential to become a large master planned employment center to support commercial services and higher density housing. The North Fernley FDA encompasses over 6,000 acres with minimal physical constraints that could connect to the City's existing transportation networks.

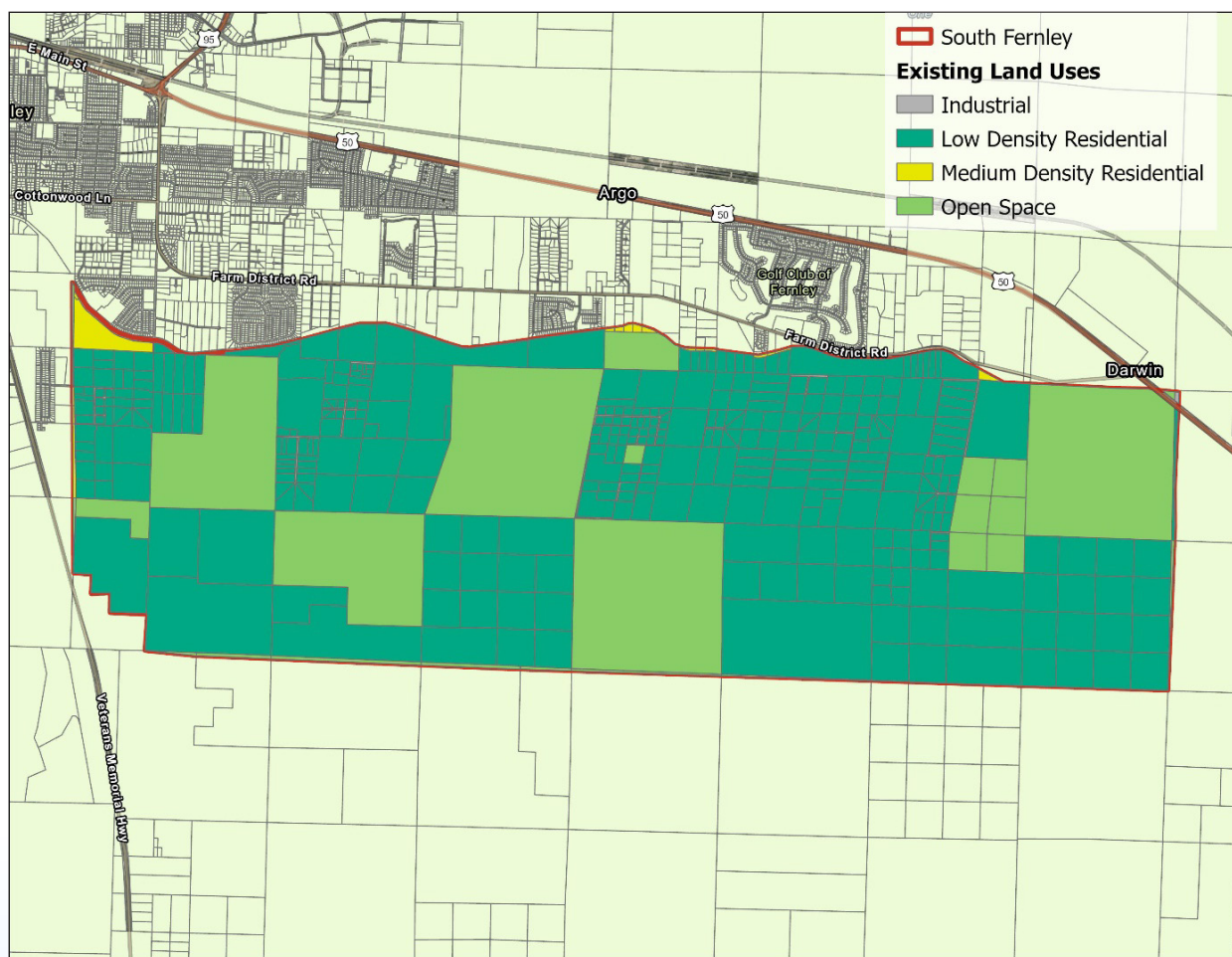
Presently, North Fernley has no existing buildings or residents and is largely undeveloped. Plans to access to the community infrastructure are feasible in the near future. North Fernley FDA is in close proximity to the City's commercial center



South Fernley

The South Fernley Future Development Area is located south of the Truckee Canal and east of US-95. The area is rural with minimal infrastructure improvements and municipal services are required to be addressed.

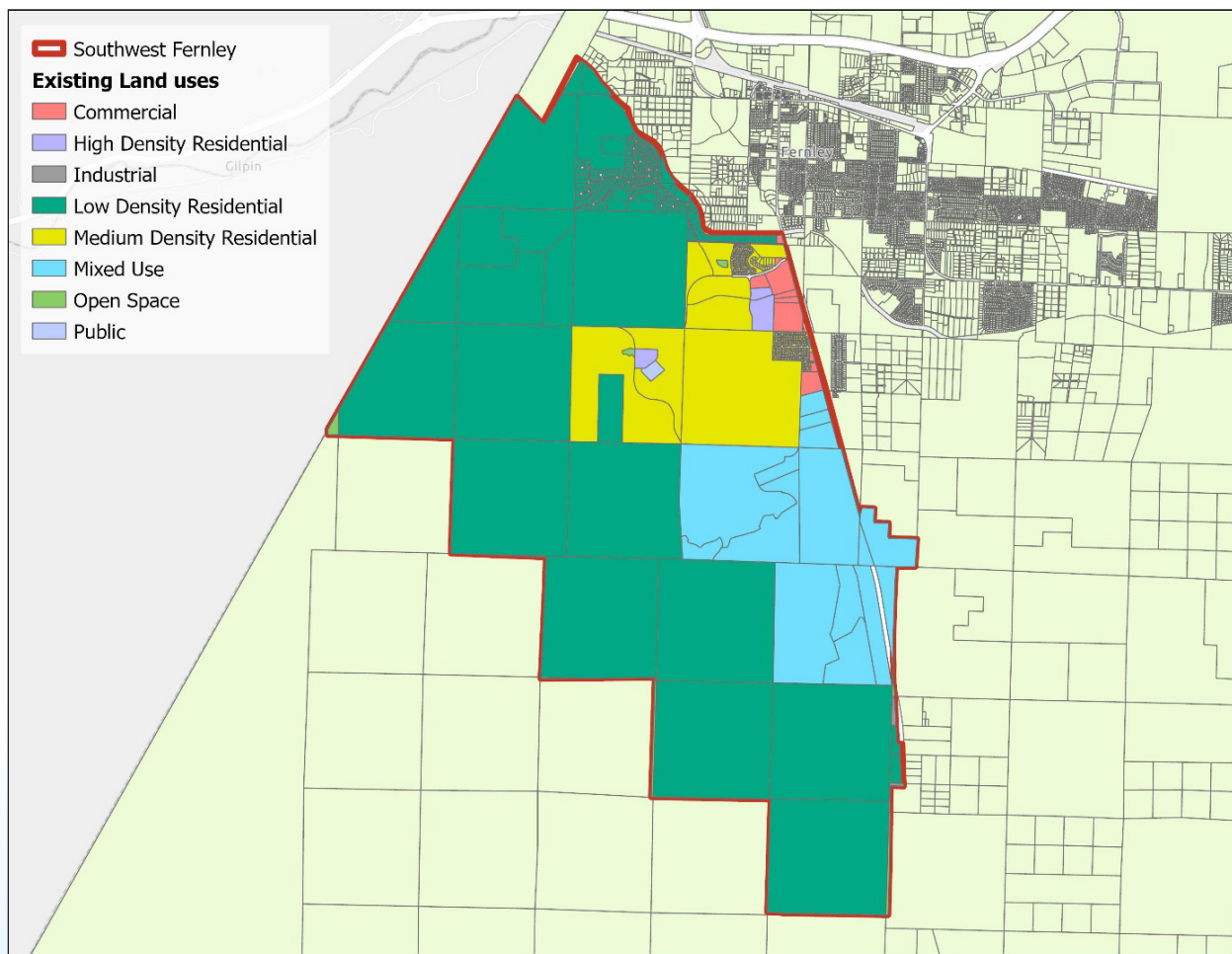
South Fernley FDA is largely undeveloped. The existing land uses consist of low density residential and open space and an estimate of 151 housing units are present. The South Fernley FDA spans about 10,000 acres. Large estate lot subdivisions with curb and gutter are encouraged in this area.



Southwest Fernley

The Southwest Fernley Future Development Area is located south of the Truckee Canal and west of US-95. The area spans across 11,000 acres and has the highest potential for future development. Located just north of the airport and racetrack, the Southwest Fernley FDA could create the potential for additional employment and commercial uses and become a southern employment center for Fernley.

The existing land uses in the Southwest Fernley FDA are primarily low and medium density residential and mixed use. This area includes the BC Ranch master planned community which has an active development agreement. When completed, the planned development consists of 3,189 residential units, 39 acres of commercial land and 750 acres of banked water rights.



Demographic Overview

Reno-Carson City-Fernley CSA	 682,828 2023 ESTIMATED POPULATION	 40.1 MEDIAN AGE	 31.3% HOUSEHOLDS WITH CHILDREN	 70.9 DIVERSITY INDEX*
	 17.8% GROWTH RATE SINCE 2010	 61.1% % OWNER HOUSEHOLDS	 2.46 AVERAGE HH SIZE	 5.7% % HHS WITH NO ACCESS TO VEHICLE
Planning Area	 23,933 2023 ESTIMATED POPULATION	 38.3 MEDIAN AGE	 38.7% HOUSEHOLDS WITH CHILDREN	 61.1 DIVERSITY INDEX*
	 22.6% GROWTH RATE SINCE 2010	 70.2% % OWNER HOUSEHOLDS	 2.76 AVG. HH SIZE	 3.2% % HHS WITH NO ACCESS TO VEHICLE

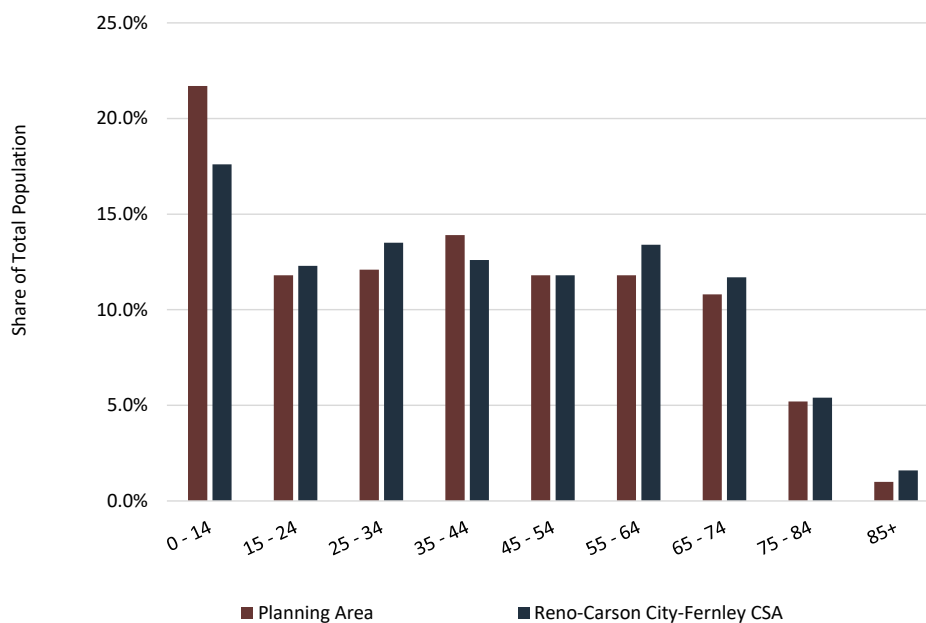
Population Characteristics

Population and Age Comparison

Area	Total Population		Annual Growth Rate	2023 Median Age
	2010	2023		
Planning Area	19,514	23,933	1.6%	38.3
Reno-Carson City-Fernley CSA	579,668	682,828	1.3%	40.3

Source: ESRI Business Analyst

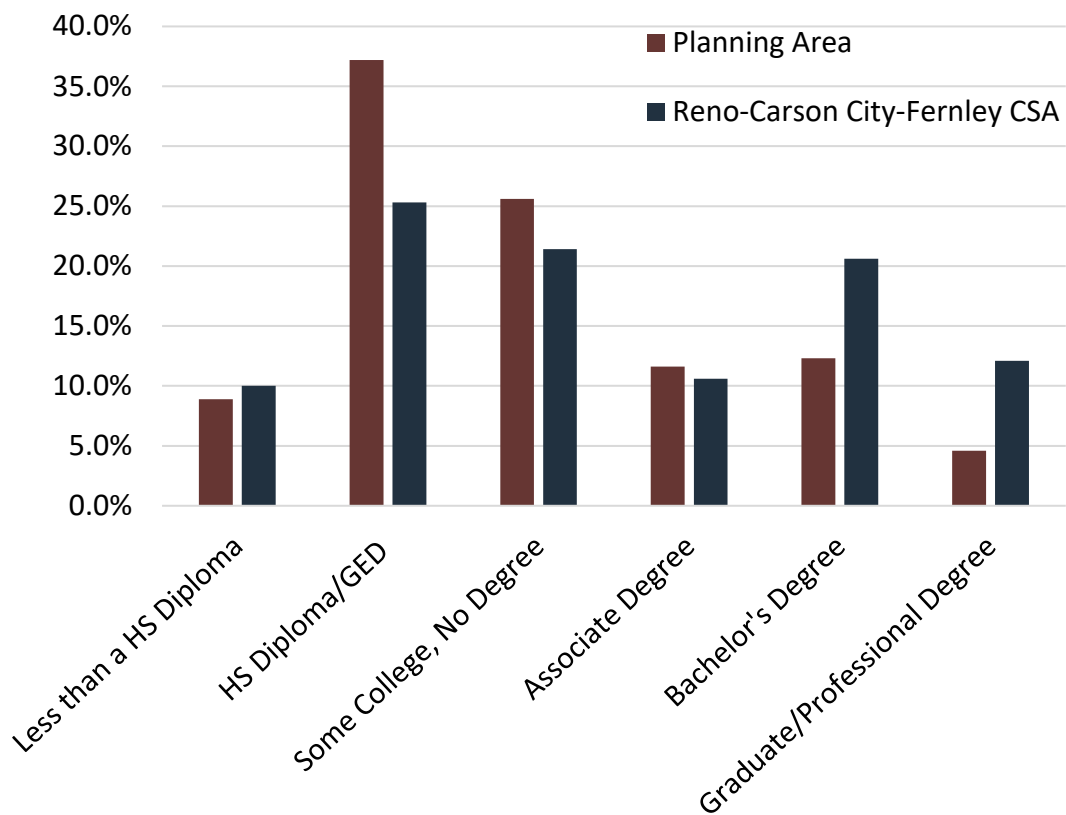
Comparison of Age Cohorts, 2023



Source: ESRI Business Analyst

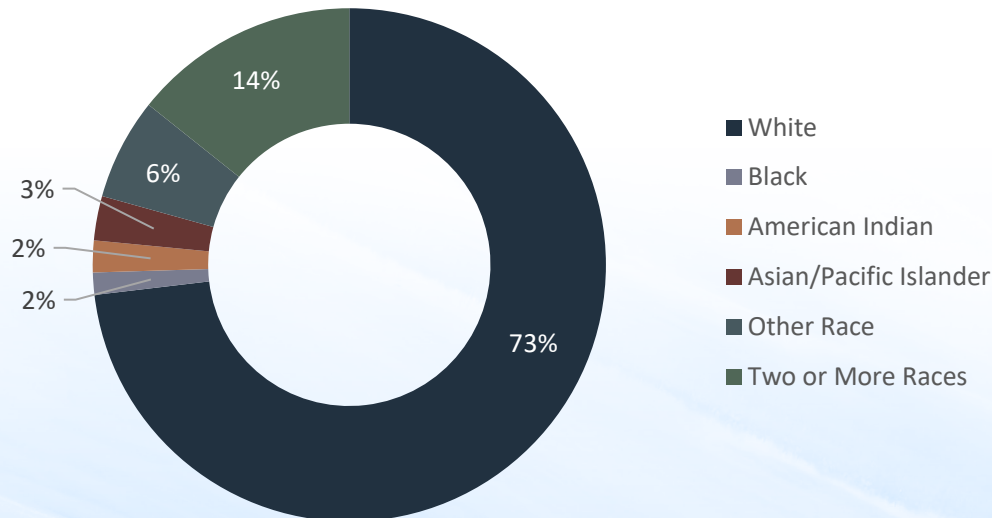
- The Planning Area has seen an annual growth rate of 1.6%, reaching a total population of more than 23,900 in 2023.
- The Planning Area has a median age of 38.3; Over 70% of the area's residents are under the age of 45.
- The Planning Area hosts more young families, with 38.7% of households having children and the largest age cohort is children under 14.
- When compared to the CSA, the Planning Area also has lower shares of older residents, particularly those over the age of 65.

Comparison of Educational Attainment, 2023



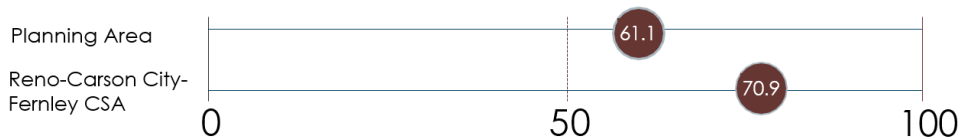
Source: ESRI Business Analyst

Market Area Racial Make Up, 2023



Source: ESRI Business Analyst

Comparison of Diversity Index, 202



Source: ESRI Business Analyst

*Note: ESRI’s diversity index measures the racial and ethnic diversity of an area on a scale ranging from: 0 (no diversity) to 100 (complete diversity). As more race groups are evenly represented in an area’s population, the diversity index increases.

Planning Area Tapestry Segmentation

TAPESTRIES

- Households across US are categorized into 67 segments
- Put a “face on the numbers”
- In addition to demographic information, includes preferences on housing, spending, and labor force
- Used by developers and retailers to understand the character of a community and the market’s needs and desires

Tapestry	Share of Market Area Households
Middleburg	14.8%
Down the Road	26.3%
Green Acres	7.9%
Up and Coming Families	7.2%
The Great Outdoors	5.9%



Source: ESRI Business Analyst

PLANNING AREA TAPESTRIES

- The Market Area consists of five tapestry segments, one of which are greater than 25%.
- This is consistent for smaller geographies

MIDDLEBURG

52.8% of Area Households

Source: ESRI Business Analyst

- Young families living in semirural subdivisions
- Neighborhoods changing rapidly with the addition of new single-family homes
- Traditional, family-oriented, and patriotic consumers
- Thrifty but willing to carry some debt

DOWN THE ROAD

26.3% of Area Households

Source: ESRI Business Analyst

- Young family-oriented residents in semi-rural neighborhoods
- Almost half of householders reside in mobile homes
- Consumers have placed an importance on preserving time-honored customs

GREEN ACRES

7.9% Of Area Households

Source: ESRI Business Analyst

- Older married couples with no children
- Avid do-it yourselfers who enjoy outdoor living
- Use technology as a tool rather than a trend and cautious consumers

UP AND COMING FAMILIES

7.2% Of Area Households

Source: ESRI Business Analyst

- Young and mobile families establishing their styles Avid do-it yourselfers who enjoy outdoor living
- New families in new housing subdivisions
- Seek the latest and best technology
- Cautious and thrifty consumers

THE GREAT OUTDOORS

5.9% Of Area Households

Source: ESRI Business Analyst

- Mix of married-couples with and without children
- Low labor force participation
- Consumers are educated empty nesters with active lifestyles
- Residents are do-it-yourself oriented and cost conscious

Household Characteristics

Median Household Income, 2023

- The Planning Area has a higher median household income when compared with the CSA.
- The largest concentration of households in both the geographies earn \$100,000 to \$149,999 annually.
- Almost 30% of households in the Planning Area earn between \$100,000 to \$149,999 annually and incomes have increased in both geographies and expected to continue the upwards trajectory into 2028.



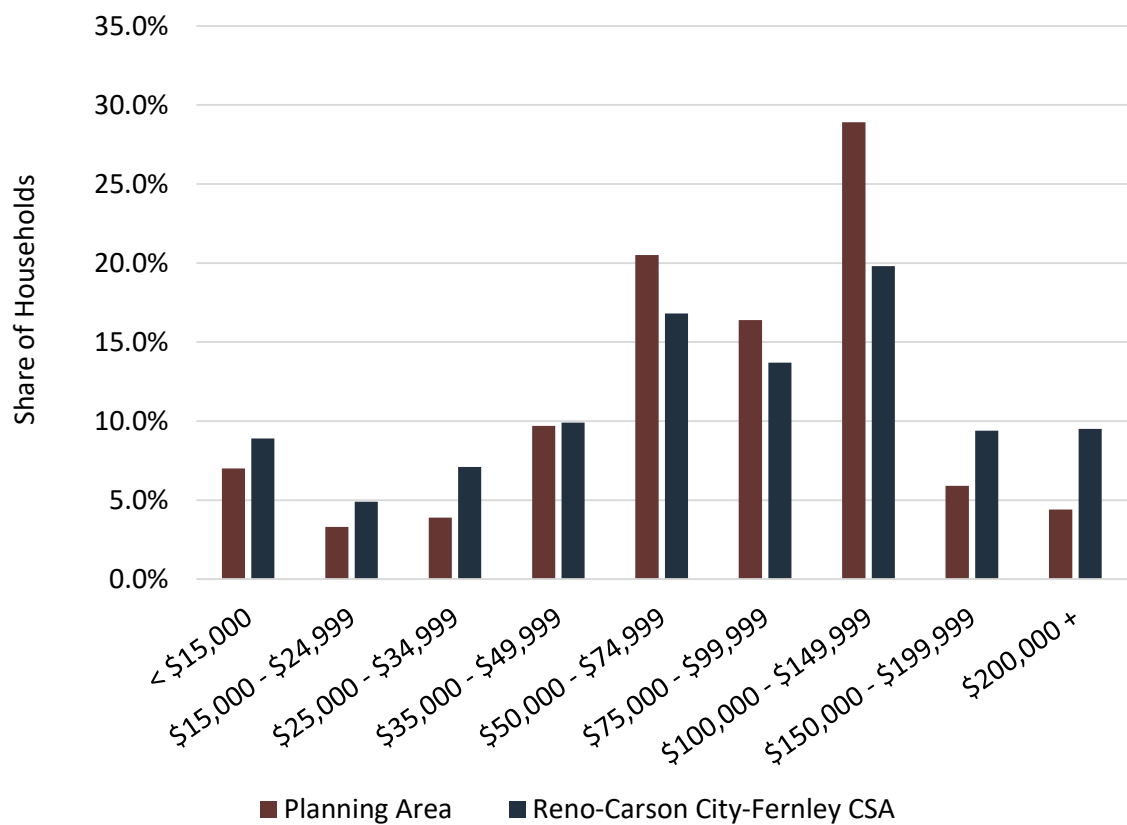
Planning Area



Reno-Carson City-Fernley CSA

Source: ESRI Business Analyst

Comparison of Household Income, 2022



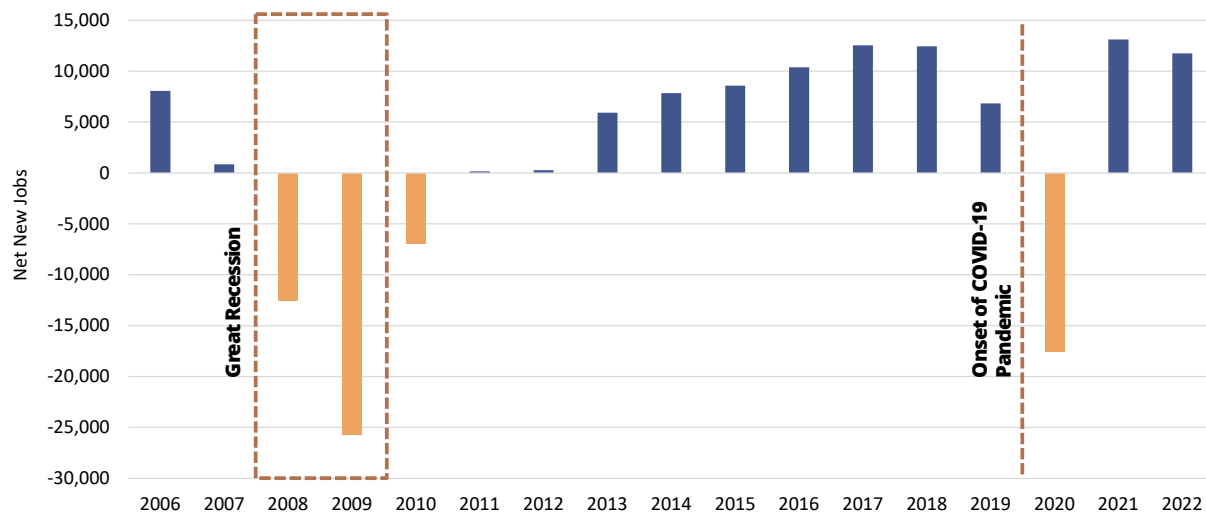
Source: ESRI Business Analyst

Economics & Prosperity Overview

Reno-Carson City-Fernley CSA	 23,513 2023 ESTIMATED BUSINESSES	 12.1% LARGEST SECTOR: ARTS, ENTERTAINMENT & RECREATION	 59.4% WHITE COLLAR OCCUPATION	 57.6% SHARE OWNER-OCCUPIED HOUSING
	 326,970 2023 ESTIMATED JOBS	 5.2% UNEMPLOYMENT RATE	 \$78,313 MEDIAN HOUSEHOLD INCOME	 \$457,718 MEDIAN HOME VALUE
Planning Area	 434 2023 ESTIMATED BUSINESSES	 20.7% LARGEST SECTOR: RETAIL TRADE	 42.4% WHITE COLLAR OCCUPATION	 67.0% SHARE OWNER-OCCUPIED HOUSING
	 5,437 2023 ESTIMATED JOBS	 4.6% UNEMPLOYMENT RATE	 \$81,785 MEDIAN HOUSEHOLD INCOME	 \$347,669 MEDIAN HOME VALUE

Employment Growth

Annualized Job Growth, Reno-Carson City-Fernley CSA, 2006-2022

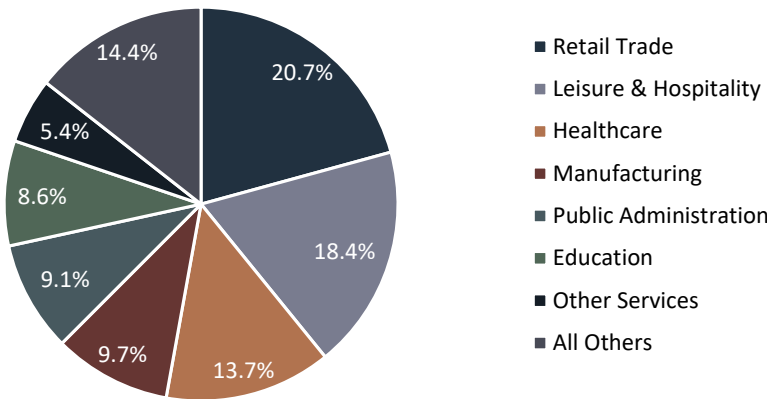


Source: Bureau of Labor Statistics

Job growth in the CSA has typically averaged 2,100 new jobs annually. Disruptions during the Great Recession were consistent with national trends; and the CSA recovered and experienced strong growth between 2015 through 2018. Also consistent with national trend, the region experienced disruption during in 2020 due to the COVID-19 pandemic; however, the region recovered quickly in the following year.

Planning Area Employment Characteristics

Planning Area Industry Classification, 2023

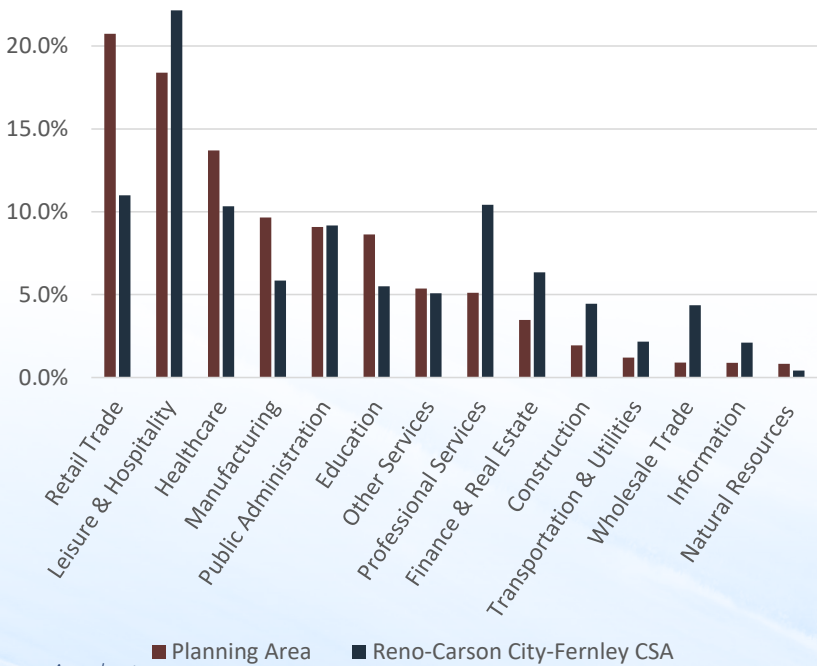


There are 5,437 permanent jobs in the Planning Area, representing 1.7% of the total jobs in the CSA.

Source: ESRI Business Analyst

Area	Estimated Jobs (2023)	Top Three Industries
Planning Area	2,873	Retail Trade, Leisure & Hospitality, Healthcare
Reno CSA	142,130	Leisure & Hospitality, Retail Trade, Professional Services

Planning Area Industry Classification, 2023



Source: ESRI Business Analyst

COMMUTING PATTERNS

INFLOW / OUTFLOW OF WORKERS TO PLANNING AREA

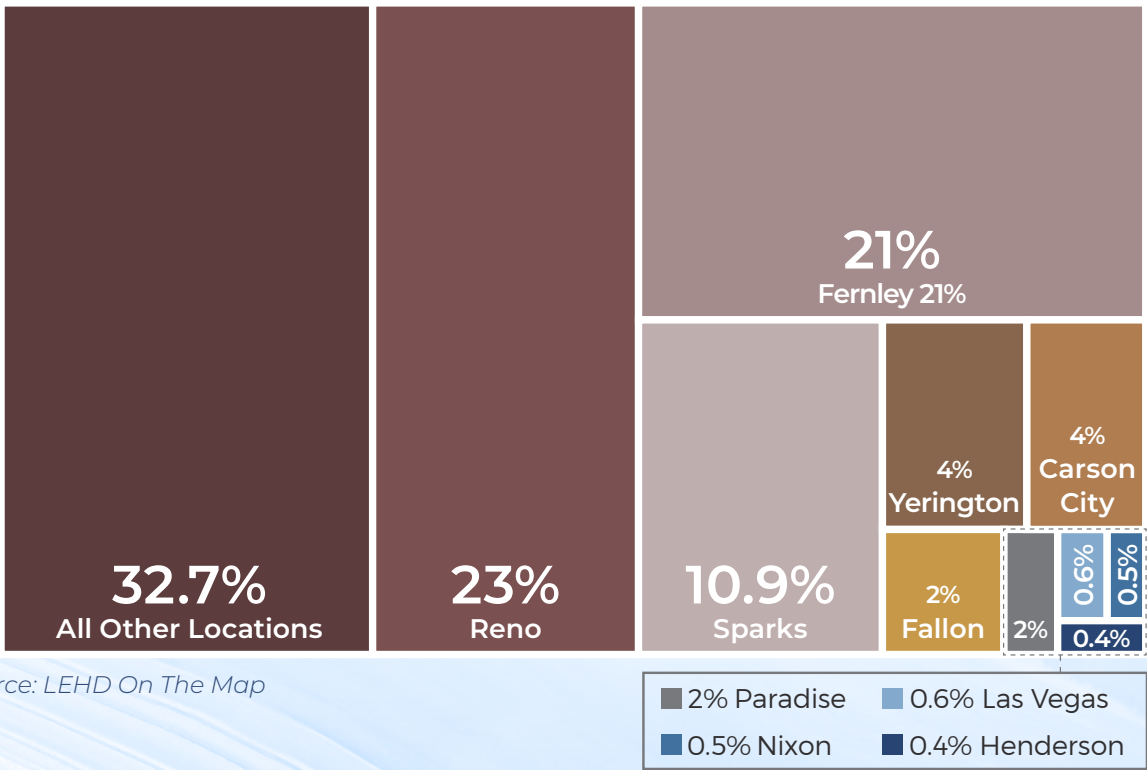


Source: LEHD On The Map

For people commuting into the Planning Area for work, most (52.4%) are coming from Lyon County. Other sources for in-commuting include Washoe County (20.4%), Churchill County (10.7%), and Carson City County (3.5%).

Approximately 46% of the people traveling into the Market Area for work are traveling less than 10 minutes.

Destination for Employed Planning Area Residents Commuting to Work, 2021



Source: LEHD On The Map

Housing Characteristics

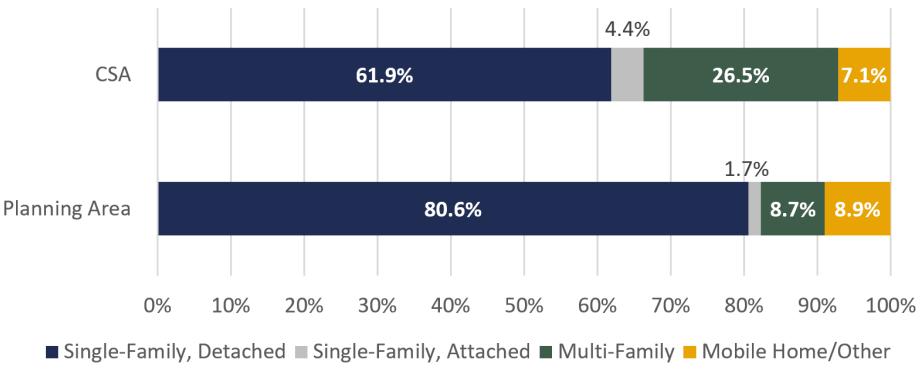
Housing Summary Facts

2023	Planning Area	Reno-Carson City-Fernley CSA
Median Year Built	2000	1989
Median Home Value	\$347,669	\$457,718
Owner-Occupied	67.0%	57.6%
Renter-Occupied	28.7%	35.5%
Vacant	4.4%	6.9%

Source: ESRI Business Analyst

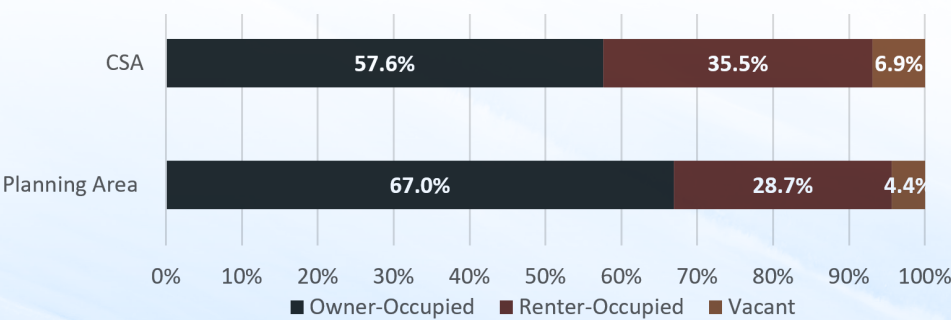
The larger CSA has a comparatively older, yet higher-value housing stock when compared to the Planning Area. The Planning Area has a high owner-occupied housing unit share, when compared to the CSA and a large share of single-family, detached housing.

Housing Units By Type, 2023



Source: ESRI Business Analyst

Housing Units By Tenure, 2023



Source: ESRI Business Analyst