



Village of Hampshire
Business Development Commission Meeting
Wednesday, November 12, 2025 - 6:30 PM
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

1. Call to Order
2. Roll Call
3. Public Comments
4. Review of Meeting Minutes from October 22, 2025
5. Beautification Committee Report
 - A. Updates on approved façade applications
 - i. Style on State - 153 S. State St.
 - ii. Multiple Businesses - 124-172 S. State St.
 - iii. Dr. Hosain Medical Office - 153 S. State St.
 - iv. The Kave - 123 Washington Ave.
 - B. Review and Recommendation of Façade Grant Application
 - i. The Vintage Hammer - 122 Washington Ave.
 - C. Discussion on Future/Pending Façade Grant Applications
6. Comprehensive Plan Discussion and Working Session
7. Update On New Businesses and Existing Businesses in the Village
8. New Business
 - A. Motion to Approve Business Development Commission 2026 Meeting Schedule
9. Adjournment

Attendance: By Public Act 101-0640, all public meetings and public hearings for essential governmental services may be held by video or tele-conference during a public health disaster, provided there is an accommodation for the public to participate, and submit questions and comments prior to meeting. If you would like to attend this meeting by Video or Tele Conference, you must e-mail the Village Clerk with your request no later than noon (12 PM) the day of the meeting. A link to participate will be sent to your e-mail address, including all exhibits and other documents (the packet) to be considered at the meeting.

Recording: Please note that all meetings held by videoconference will be recorded, and the recordings will be made public. While State Law does not require consent, by requesting an invitation, joining the meeting by link or streaming, all participants acknowledge and consent to their image and voice being recorded and made available for public viewing.

Accommodations: The Village of Hampshire, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the Village at 847-683-2181 to allow the Village to make reasonable accommodations for these persons.



Village of Hampshire
Business Development Commission Meeting
Wednesday, October 22, 2025 – 6:30 P.M.
Hampshire Village Hall
234 South State Street, Hampshire, IL 60140

MEETING MINUTES

1. **Call to Order**

The Village of Hampshire Business Development Commission was called to order by Chairman Pizzolato at 6:32 P.M.

2. **Roll Call**

Present: Commissioners Christopher Garcia, Bill Swalwell, Karen Trzaska, Jennifer Abbatacola, Trustee Aaron Kelly, and Chairman David Pizzolato

Absent: None

Others Present: Mary Jo Seehausen, Village Manager; Mo Khan, Assistant Village Manager for Development

3. **Public Comments**

None.

4. **Review of Meeting Minutes from August 13, 2025**

Motion: Commissioner Trzaska

Second: Commissioner Abbatacola

Ayes: Commissioners Christopher Garcia, Bill Swalwell, Karen Trzaska, Jennifer Abbatacola, Trustee Aaron Kelly, and Chairman David Pizzolato

Nays: None

Abstain: None

Motion Approved

5. **Beautification Committee Report**

A. **Updates on Approved Façade Applications**

Mr. Swalwell provided an update on the approved façade grant applications. Mr. Swalwell stated that the façade grant applications for Dr. Hosain and The Kave were both approved by the Village Board at a 75% funding level.

B. Discussion on Future/Pending Façade Grant Applications

Mr. Swalwell stated that the Vintage Hammer is considering submitting a façade grant application.

6. Village of Hampshire - Comprehensive Plan Discussion and Working Session

Chairman Pizzolato led the discussion on the Comprehensive Plan Request for Proposals (RFP) document. The Commission discussed their wants and needs in an RFP. Additionally, the Commission discussed the challenges and opportunities facing the Village. The Commission further discussed what each of the Commissioner's vision is for the future of the Village.

7. Update on New Businesses and Existing Businesses in the Village

No Report.

8. New Business

Trustee Kelly informed the Commission that the United States Post Office is proposing to operate their distribution facility out of the office buildings located at the corner of State St. and IL Route 72. Trustee Kelly stated that even though the zoning code does not permit such a use, the Post Office as a federal entity does not have to follow local zoning rules and regulations.

9. Adjournment

Motion: Trustee Garcia

Second: Commissioner Trzaska

Ayes: Commissioners Christopher Garcia, Bill Swalwell, Karen Trzaska, Jennifer Abbatacola, Trustee Aaron Kelly, and Chairman David Pizzolato

Nays: None

Motion Approved

Adjourned at 8:53 P.M.

Submitted: November 12, 2025

Approved:



Village of Hampshire
234 S. State Street, Hampshire IL 60140
Phone: 847-683-2181 www.hampshireil.org

Agenda Supplement

TO: Business Development Commission
FROM: Mo Khan, Assistant Village Manager for Development
FOR: BDC Meeting on November 12, 2025
RE: FY2026 Façade Grant Application - Consideration & Recommendation

Background: The Village offers a Façade Grant program for businesses in the Downtown area that seek to renovate and refresh the building's street facing façade. For Fiscal Year 2026, \$50,000 in potential grants was budgeted. Note, there was no carryover from Fiscal Year 2025 as in previous years. Any grants awarded in Fiscal Year 2025 that was not completed and reimbursed will come out of the Fiscal Year 2026 budget. For Fiscal Year 2026, \$9,699.25 has been allocated for two projects. This then leaves \$40,300.75 in unallocated grant amount for any potential grant applicants.

Analysis: The Village previously received two grant applications for the Façade Grant Program for Fiscal Year 2026. The Village Board approved both grant applications at a 75% funding level in the total amount of \$29,767.56 for the two grant applications. This leaves \$10,907.69 in the Façade Grant Budget for Fiscal Year 2026.

The Village received a grant application from the Vintage Hammer for the Façade Grant Program. The first step in the grant awarding process is for review and recommendation by the Downtown Beautification Committee. The Downtown Beautification Committee met on November 3, 2025 to review and provide a recommendation to the Business Development Commission on the grant application received. The Downtown Beautification Committee recommended awarding the grant applications at a 75% award level. Details of the grant applications are provided in the table below:

Business	Address	Project Description	Project Amount	75% Award Amount
The Vintage Hamer	122 E. Washington	Façade Repairs & New Sign	\$14,237.65	\$10,678.24

			Total:	\$10,678.24
			Remaining:	\$229.45

Documents Attached:

- 1. The Vintage Hammer - Façade Grant Application

To: Bill Swawell

From: Lynn Klein

Dear Bill,

Here is our application for the façade improvement. With the limited funds remaining I am only submitting two improvement items for the committee to consider.

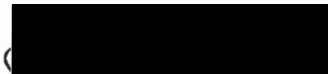
1. Tuckpointing and repair work on building exterior which includes painting of the entire east side and back. We will take care of the front painting ourselves. The estimate is \$12,700.
2. 24x36 exterior sign-double sided. This sign will hang off the front of the building above the overhang.... from wrought iron bracket. The estimate is \$1,537.65.

$\$12,700 + \$1,537.65 =$

Total- 14,237.65

Thank you for your consideration with my application.

Regards,



Lynn Klein

10/25/2025



Village of Hampshire
234 S. State Street, Hampshire, IL 60140
Phone: 847-683-2181 ▪ www.hampshireil.org

FAÇADE IMPROVEMENT PROGRAM APPLICATION

Applicant Information:

Name: Lynn Klein Phone: [REDACTED]
Address: 17181 OAK GROVE DR. Email: [REDACTED]
Hampshire, IL 60140

Property Owner Information (if different from applicant):

Name: _____ Phone: _____
Address: _____ Email: _____

Property Information

Business Name: VinTage Hammer Total Eligible
Expenses: _____
Address: 122 E. Washington St Parcel Identification
Hampshire, IL 60140
Number: _____

Proposed Improvements (Check all that apply):

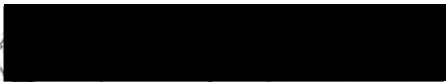
- | | |
|---|---|
| <input type="checkbox"/> Brick Cleaning | <input type="checkbox"/> Original architectural features repair and replacement |
| <input type="checkbox"/> Awnings | <input type="checkbox"/> Exterior doors |
| <input checked="" type="checkbox"/> Tuck Pointing | <input type="checkbox"/> Windows and window frames |
| <input checked="" type="checkbox"/> Exterior Lighting | <input type="checkbox"/> Shutters |
| <input checked="" type="checkbox"/> Painting | <input type="checkbox"/> Stairs, porches, railings |
| <input type="checkbox"/> Streetscape elements | <input type="checkbox"/> Roof |
| <input checked="" type="checkbox"/> Wall facade repair or improvement | <input type="checkbox"/> Exterior improvements for ADA |
| <input type="checkbox"/> Landscaping | <input type="checkbox"/> Other: <u>EXTERIOR SIGNAGE</u> |

Description of proposed work:

Tuck pointing exterior brick building -

Acknowledgement:

I agree to comply with the guidelines and standards of the Village of Hampshire facade Improvement Assistance Program and I understand that this is a voluntary program under which the village has the right to approve or deny any project or proposal or portions thereof.


Applicant Signature

10/25/25
Date

Lynn Klein
Print Name

If the applicant is other than the owner, the owner must complete the following:

I certify that I am the owner of the property located at 122 E. Washington St.
Hampshire, IL, and that I authorize the applicant to apply for assistance under the Village of Hampshire Facade Improvement Program and undertake the approved improvements.


Signature

10/25/25
Date

LYNN Klein
Print Name

X SIGN WILL
be here.





1313 Little John Drive
Elgin, IL 60120

Office / Fax: (630) 855-0929
Mobile: (773) 343-1371
Email: promasonry@ymail.com
Website: www.promasonryworks.com

Proposal Submitted To:	Proposal #:	Phone #:	Date:
The Vintage Hammer	1872	847-875-4960	08/14/2025
Street:	Job Name:		
122 Washington Ave	Tuckpointing brick and blocks, painting		
City:	State:	Zip Code:	Job Location:
Hampshire	IL	60140	122 Washington Ave Hampshire, IL 60140

We hereby submit specifications and estimates for:

Front elevation face brick

Spot grinding

Replace rotted brick, supply matching brick (owner approve sample)

Spot tuckpointing

Limestone coping top – grinding, tuckpointing and install caulking between

Side elevation concrete blocks

100% grinding, 100% tuckpointing

Back elevation few spot grinding, few spot tuckpointing

Supply good quality white paint with sealer. Paint entire side and back elevation.

Labor and materials. Provide all equipment and scaffolding. Clean up and haul away debris.

All work will be done organize, clean and professional manner.

WE PROPOSE hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Twelve Thousand Seven Hundred & 00/100 Dollars (\$ 12,700.00)

Payment to be made as follows: _____

Authorized Signature: _____

Acceptance of Proposal - The above prices, specifications and condition are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outline above.

Date of Acceptance: _____ Signature: _____

PLEASE VISIT OUR WEBSITE:

www.promasonryworks.com

Estimate



Marengo Signs Inc.
221 E. Grant Hwy
Marengo, IL 60152
ph. (815) 568-2902
fax
email: ryan@marengosigns.com

Estimate: **22732**

Printed 8/7/2025 12:15:18PM

Description: **The Vintage Hammer Exterior Sign**

Prepared For: Christine Klein

ph: (224) 218-7000

Company: The Vintage Hammer

Dear Christine:

Thank you for considering Marengo Signs for your sign needs. The quotation we discussed is attached below. If you have any questions, please don't hesitate to call me at (815)-568-2902.

Sincerely,

Ryan Varney
Store Manager

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
1 .080 Aluminum		1	2	24	36	\$375.00	\$0.00	\$375.00
Color:								
Description:								
Text:								
2 Miscellaneous		1	1	1	1	\$445.00	\$0.00	\$445.00
Color:								
Description: Sign Bracket \$225 Weld metal plate for building mounting \$165 Threaded rod with locking nuts washers \$55								
Text:								
3 Installation		1	0	0	0	\$650.00	\$0.00	\$650.00
Color:								
Description: Installation of new sign								
Text:								

Notes:

Line Item Total:	\$1,470.00
Tax Exempt Amt:	\$650.00
Subtotal:	\$1,470.00
Taxes:	\$67.65
Total:	\$1,537.65

Company: The Vintage Hammer
122 Washington Ave
Hampshire, IL 60140

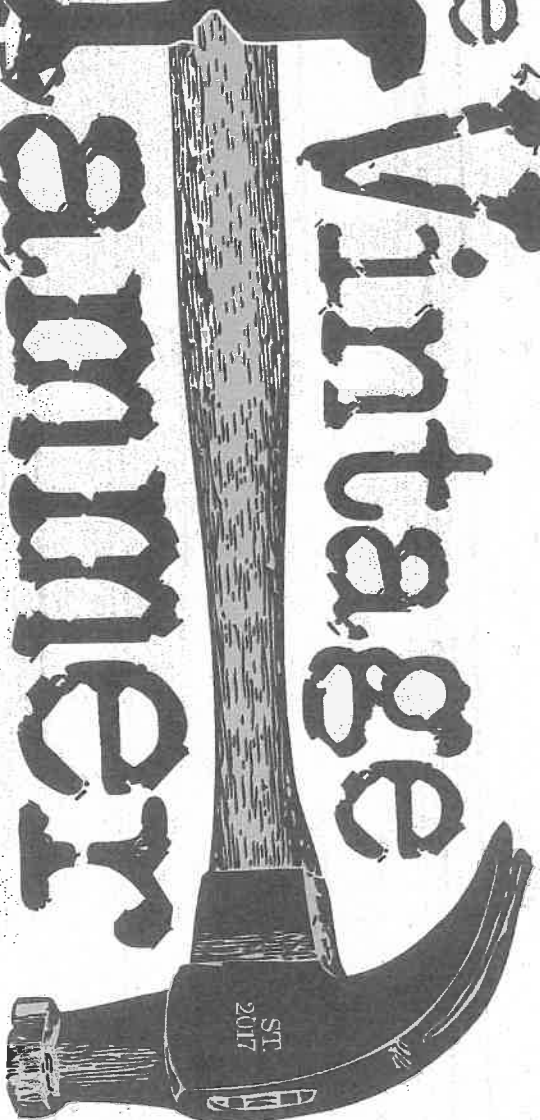
Received/Accepted By: _____

/ /

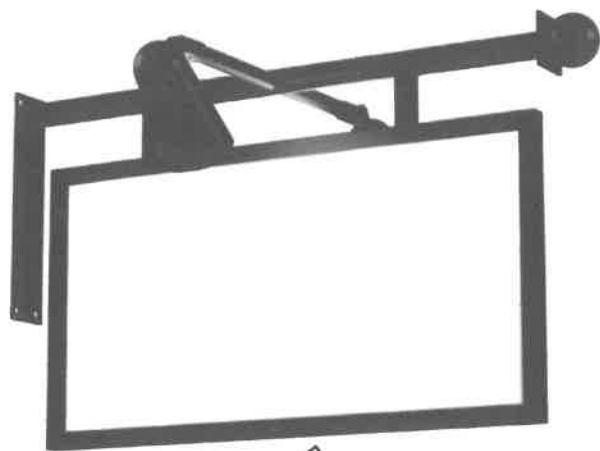
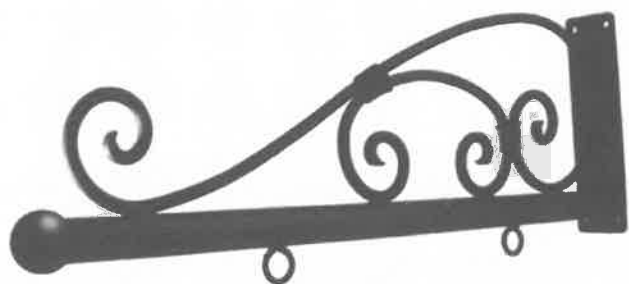
24"

36"

The Vintage Hammer



Vintage & Repurposed Handmade Housewares



36x24



w/ lights
on each
side



Village of Hampshire
234 S. State Street, Hampshire IL 60140
Phone: 847-683-2181 www.hampshireil.org

Agenda Supplement

TO:	Business Development Commission
FROM:	Mo Khan, Assistant Village Manager for Development
FOR:	BDC Meeting for October 22, 2025
RE:	Comprehensive Plan Request For Proposals (RFP)

Background: The Village is contemplating a new Comprehensive Plan to replace the existing one that was adopted in 2004. According to the American Planning Association, a comprehensive plan is a long-range policy document guiding a community's future growth and development by expressing its vision, goals, and strategies for land use, housing, transportation, economic development, utilities, and more. The comprehensive plan serves as the foundation for local decision-making, regulations, and projects.

Since 2004, the Village has grown dramatically both in its population and diverse developments, primarily residential and industrial. According to the Decennial Census, Hampshire's population over the past three census were the following:

1. 2000: 2,900
2. 2010: 5,563
3. 2020: 7,667

The Village is currently undergoing a Special Census and expect the population to be near 10,000.

Village staff has indicated that the new Comprehensive Plan will be completed with the assistance of a private planning firm that will work alongside Village staff, the Village's Business Development Commission and the Village's Planning and Zoning Commission to develop and deliver the plan. As part of that process is drafting and publishing a Request for Proposal (RFP).

Request for Proposal: An RFP is a document issued to invite firms to submit a proposal for the project outlining the project's requirements, evaluation criteria and submission guidelines at a minimum. Attached are two examples of an RFP for municipal comprehensive plans.

2004 Comprehensive Plan: The Village's 2004 Comprehensive Plan and the two Subarea Plan updates are available online at this link for review:
<https://hampshireil.org/departments/development-services/comprehensive-plan/>

The 2004 Comprehensive Plan had six parts to it:

1. Chapter 1: Community Assessment
2. Chapter 2: Planning Factors
3. Chapter 3: Future Land Use
4. Chapter 4: Transportation
5. Chapter 5: Land Use and Development Policies
6. Chapter 6: Implementation

In 2006 there was an update to the plan creating a subarea plan for the I-90 Corridor.

Subsequently in 2008, a second update to the plan occurred regarding the I-90 Corridor.

Recommendation: For the BDC to review, consider, and discuss what components should be included in a new Comprehensive Plan and the RFP for the project.



595 Silver Lace Blvd., Fernley, NV 89408
Office (775) 784-9815
Email: mrambo@cityoffernley.org

REQUEST FOR PROPOSALS: COMPREHENSIVE MASTER PLAN UPDATE

I. GENERAL INFORMATION

A.) INTRODUCTION

The City of Fernley (City) is soliciting proposals from qualified planning consultants to assist in updating our Comprehensive Master Plan. This plan is anticipated to provide a guide for the future development of the City with specific focus on issues such as housing, transportation/traffic, land use and zoning, conservation and open space, infrastructure and public services, financing, and implementation.

The consultant will work in close collaboration with the City's staff, elected officials, developers, and the community to develop a sustainable Comprehensive Master Plan Update reflecting a unified vision for the growth and development throughout Fernley.

B.) BACKGROUND

The City of Fernley was incorporated in 2001. Due to its prime location on Interstate 80 and Highway 95, the City's current population of approximately 25,311 (2024) is seeing continued growth. Located in Lyon County, Fernley is approximately 30 miles from the cities of Reno and Sparks. The City's leadership consists of a Mayor elected from the City at large and five Councilmembers elected from wards. Day-to-day operations of the City, including the work of the Planning Director, are managed by the City Manager's Office. The work of the selected consultant will be directed by the Planning Director and Senior Planner.

The City's current Comprehensive Master Plan was adopted in 2018. Since that time, the City has adopted Area Plans for two of the three Future Development Areas identified in the 2018 Master Plan and growth and development pressures have increased. The City's population is estimated to soon meet, or may already exceed, the threshold in Nevada Revised Statute Chapter 278 requiring planning commission formation and master planning. The City has chosen to undertake master planning voluntarily in advance of exceeding this threshold, but escalating housing needs, intensifying development interest, and changing economic and population conditions all indicate a strong need for an update to the 2018 Plan.

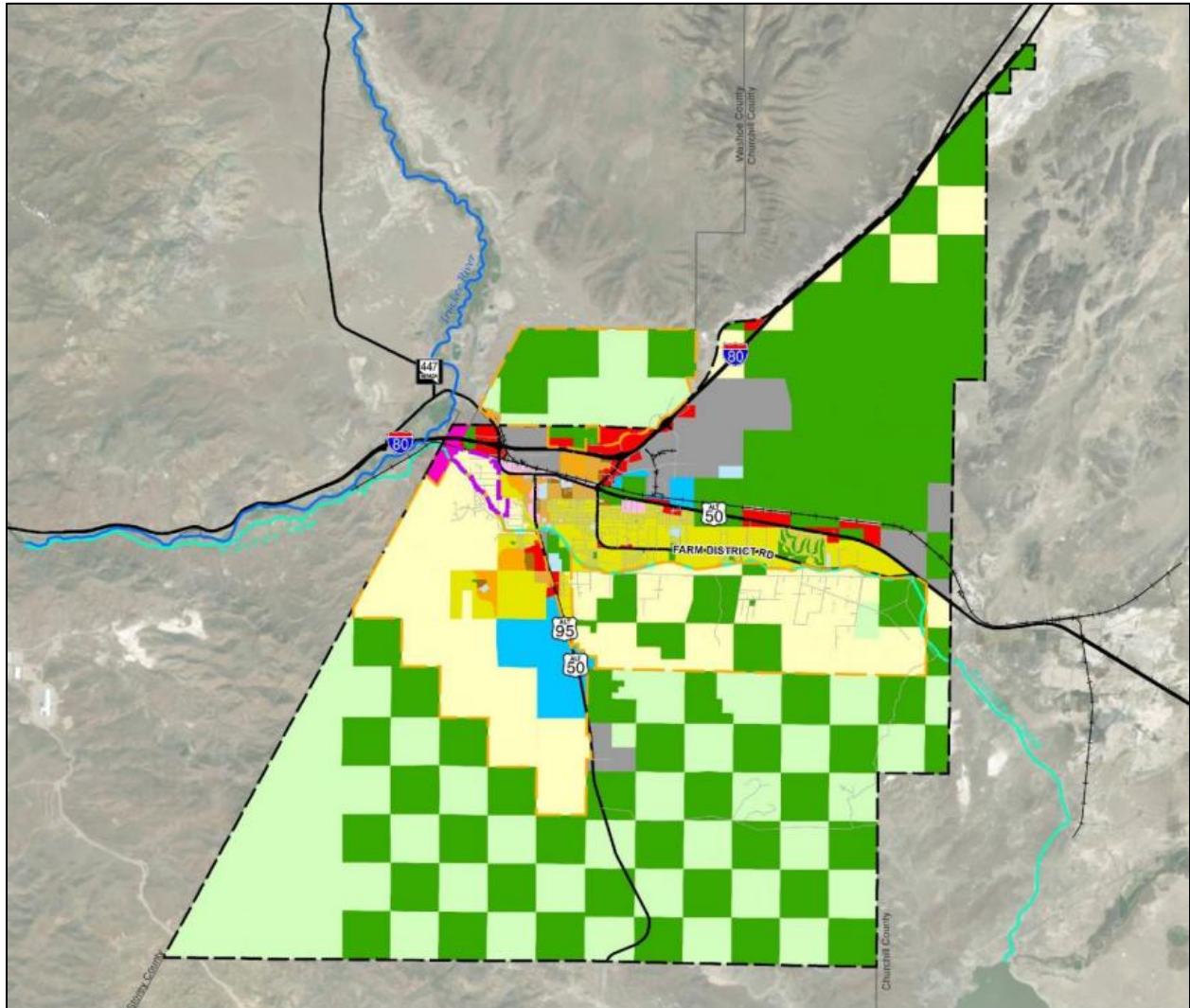


Exhibit 1 – City of Fernley Planning Area

The City Council has allocated adequate funding in the 2025-2026 budget to facilitate the creation of this update to our Comprehensive Master Plan. This update will both guide development in the City and consolidate the many existing Master Plan documents into a single, cohesive Plan.

C.) ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- | | |
|-------------------------------------|--|
| • RFP Advertised | The week of August 18, 2025 |
| • Submittal Due Date | September 26, 2025 at 4:00 p.m. (Local Time) |
| • Interviews (if needed) | October 6 through 10, 2025 |
| • Selection Evaluation | October 13 through 17, 2025 |
| • Contract Approval at City Council | November 19, 2025 |

D.) SCOPE OF WORK

Although City staff will finalize the scope of work with the selected party, the following is considered a minimum scope of work for the project. The City is open to suggested items, other than those items listed below, if accompanied by a clear and compelling explanation for the additions. The selected consultant is expected to review the applicable statutes and to draft the City's plan to be in conformance with the State's requirements.

- Data Collection and Analysis – The collection, review, and analysis of relevant data which may include, but is not limited to, demographic, socio-economic, environmental, and land use data. A market analysis will also be crucial to determine the best future development options.
- Community Engagement – Design and implement a comprehensive community engagement strategy that includes a diverse range of stakeholders, including potential developers and City residents.
- Visioning and Goal Setting – Work with the City and community to develop a shared vision for the future, along with associated goals and objectives.
- Plan Development – Develop an updated Comprehensive Master Plan document that includes, at a minimum, the following elements identified in and clarified by NRS 278.160:
 - Housing Element
 - Land Use Element
 - Public Facilities & Services Element
 - This element shall include an aboveground utilities plan.
 - Conservation, Open Space, & Recreation Element
 - This element should include a robust analysis of the Pioneer Trail historic resource and its possible development as a historic point-of-interest.
 - Safety Element
 - Transportation Element
- Implementation Strategy – Develop a clear and actionable implementation strategy that includes responsibilities, timelines, potential funding sources, and performance measures.
- Plan Adoption – Assist the City with the plan adoption process, including presentations to the Planning Commission, City Council, and other key stakeholders.

<h2>II. SUBMITTAL INSTRUCTIONS</h2>

A. SUBMITTAL AND DUE DATE

Respondents shall provide two (2) hard copies plus one (1) electronic version (PDF format) of their submittal in a sealed envelope clearly marked: *"City of Fernley Comprehensive Master Plan Update RFP."* Submittals must be received by 4:00 p.m. (Local Time) on September 26th, 2025.

Contact Information, by mail or in person:

Michele Rambo, AICP, Planning Director
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Submittals shall be organized as specified in Article II.D, Submittal Contents. The City of Fernley assumes no responsibility for delayed or undelivered mail or express packages. Submittals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted submittals will be rejected as non-responsive.

B. INQUIRIES/SOLICITATION CHANGES OR PROTESTS

Questions concerning this RFP should be submitted in writing or via email to:

Michele Rambo, AICP, Planning Director
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408
Ph: (775) 784-9815
Email: mrambo@cityoffernley.org

A respondent may protest any aspect of this RFP and may request a change to any provision, specification or term of this RFP no later than seven (7) days prior to the date submittals are due. Any protest or request for change must be made in writing and addressed to the individual identified in this section. The City will not consider any solicitation protest or request for change that is submitted after this deadline.

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications for each submittal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all submittals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any respondent based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any submittal, when, in the City's sole judgement, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified respondent to perform the services described in this RFP.

D. SUBMITTAL CONTENTS

Submittals shall be limited to no more than 30 pages, not including covers, divider pages, or resumes. Submittals should generally follow the format included herein and shall include, at a minimum, the items listed below. Incomplete proposals may be automatically rejected.

- Cover Letter
 - Summarize the firm's understanding of the Scope of Work

- Name all persons authorized to represent the firm/team (including titles, addresses, telephone numbers, and email addresses)
- Technical Experience
 - Detail no fewer than three (3) example projects that best illustrate the firm's/team's ability to provide the requested services.
 - Explain how these assignments are similar to this request.
 - Provide client reference names, telephone numbers and email addresses.
 - If deliverables are available online to view, include the URLs.
- Scope of Services
 - Statement of Understanding
 - Statement(s) of Approach and Methodology (How the Scope of Work will be accomplished)
 - Work Schedule and/or Proposed Timeline
- Organization/Team Profile and Qualifications
- Qualifications of Key Personnel
- Statement of Familiarity with the Fernley Comprehensive Master Plan, Fernley Development Code, and Nevada Revised Statutes.
- Cost Proposal
 - A schedule of fees broken down by work task
 - Total estimated cost for work described in the RFP (not-to-exceed lump sum)
- Deliverables
 - List of anticipated deliverables including type (hard copy, digital, data, shapefiles, etc.)

E. PUBLIC RECORDS

All submittals are the property of the City of Fernley, thus subject to disclosure pursuant to the public records law, as qualified by NRS 625. Accordingly, submittals received and opened shall not be available for public inspection until after City has awarded and executed a Contract. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Nevada Public Records Law.

F. COSTS

Respondents responding to this RFP do so at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review submittals received to determine whether each respondent meets the following minimum qualifications:

- Extensive experience in the field of urban planning, especially in the creation of comprehensive plans.
- Proven track record of successful community engagement.
- Understanding of the unique challenges and opportunities facing the City of Fernley.
- Ability to complete the project within the agreed-upon timeframe.
- Demonstrated capacity to work effectively with diverse stakeholders.
- Knowledge of all relevant planning law and regulations.

B. EVALUATION CRITERIA

Submittals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	Max Points
1) Experience in the type of work to be performed, including work in a City of similar size.	(20)
2) Qualifications and experience of the staff assigned by respondent to perform these services.	(20)
3) Quality of submittal, including the proposed techniques and practices to provide the service needs.	(10)
4) Familiarity with the City of Fernley Codes and Standards	(10)
5) Distance from City.	(5)
6) Availability and capability to perform the services described in the RFP in a timely manner	(15)
7) References.	(10)
8) Interview	(10)
Maximum Total Points	100

C. SELECTION

Upon review of the responses to this RFP, City staff will evaluate and prepare a short list of consultants to be interviewed. Following the interviews, a firm will be selected to enter into contract negotiations. If the City and the selected candidate are unable for any reason to negotiate a contract the City shall, in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate, may terminate the process, or may start over with the RFP process.

It is the desire of the City to have the Comprehensive Master Plan Update adopted and in place no later than December 31, 2027.

D. CONTRACT

The successful applicant shall be prepared to execute a contract with the City of Fernley. The City's standard contract has been included at the end of this RFP for review.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations. This solicitation is not an implied contract and may be modified or revoked without notice.

The City of Fernley is an Equal Opportunity/Affirmative Action Employer. Women, Minorities, and Disabled Persons are encouraged to apply.

City of Fernley Standard Contract:

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

and

ABC Consulting
123 Main Street
Anywhere, NV 88888

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 **ABC Consulting**, (the “Contractor”) are both necessary and in the best interests of the City; and

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

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

2. **DEFINITIONS.**

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

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

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

Notice for the City shall be sent to:

Planning Director
City of Fernley
595 Silverlace Blvd.
Fernley, NV 89408

Notice for the Contractor shall be sent to:

Rich Designgood
ABC Consulting
123 Main Street
Anywhere, NV 88888

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)

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.

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.

9. **INSPECTION & AUDIT.**

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

period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
- e. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;

- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
- iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
- v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

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

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. 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 acts, errors or omissions, either direct or passive, on the part of the Contractor, its Subs, their employees, agents, or representatives, arising from the performance of work under this

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

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

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

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

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

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

Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is

required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

☐☐

Workers' Compensation and Employer's Liability Insurance:

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

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

- 1) In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and
- 2) Contractor is otherwise in compliance with those terms, conditions and provisions.

☐☐

Commercial General Liability Insurance:

- 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).

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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.

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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”

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Commercial Crime Insurance:

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

☐☐

Performance Security:

- 1) Amount required: \$ n/a
- 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 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 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.

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

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), 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, 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.

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

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

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- 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 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 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 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.

35. NON-DISCRIMINATION. 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.

36. 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
Lydia Altick
Telephone: 775-784-9900

LYDIA ALTICK

DATED this _____ day of _____, 20__.

CITY ATTORNEY

City of Fernley
Aaron Mouritsen
Telephone: 775-784-9860
Fax: 775-784-9868

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

AARON MOURITSEN

DATED this _____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Planning

MICHELE RAMBO, AICP, Planning Director

DATED this _____ day of _____, 20__.

CONTRACT ACCEPTANCE AND EXECUTION:

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

FERNLEY:

NEAL E. MCINTYRE, MAYOR

DATED this _____ day of _____, 20__.

ATTEST:

KIM SWANSON, City Clerk

DATED this _____ day of _____, 20__.

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

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)

) ss

County of _____)

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

City of Fort Morgan, CO – Comprehensive Plan Update RFP

INTRODUCTION

Overview

The City of Fort Morgan is a home-rule municipality 80 miles northeast of Denver off Interstate 76, a major East-West corridor. With a population of over 11,800 and a geographic area of 4.46 square miles, Fort Morgan claims the county seat. As the most populous municipality in the county, Fort Morgan is a commercial, industrial, and recreational hub for Northeast Colorado which projects continued growth. The City received a municipality charter in 1908 and built City Hall which received designation as a National Historic Place in 1995 and was renovated in 2004.

The City was originally platted in 1884 with Main Street as the central spine of the City. The Downtown Corridor and Main Street was updated in 2009 with \$4 million from the City's Capital Improvement Funds. Fort Morgan's central park, quaintly named City Park, was first used in 1893 when a group of citizens cleared weeds and cactus to play baseball.

In the early 1900s, the City had hired a band for \$500 to play music in City Park on Tuesdays and Thursdays during the summer months. Additionally, Glenn Miller, the famous band leader, played in the city band during his school years in Fort Morgan. Today the City carries on such history with "Thursday Night Live (TNL)" a Thursday night concert series that runs June through August. "TNL" is held in the Dahms-Talton Band Shell and has hosted bands from Buckstein, Foghat, Warrant, Lou Gramm, to the A Capella band Face. As a testament to fostering the feeling of fellowship the Band Shell was built from over \$100,000 in donations by members of the community and serves as an advertising benefit for the community.

The City is also a full-service community, owning the electric, gas, water, sewer, and sanitation services. This provides us with an advantage over other communities. Development within city limits is streamlined through one entity with which one coordinates for all services. The City also owns and operates its own water and sewer treatment plants which treat water straight from the Rocky Mountains through the Northern Water Colorado Big Thompson Project. The City also hopes to expand its water sustainability through the on-going Northern Integrated Supply Project. With the rapid changes in renewable energy the City is interested in futuristic energy development.

The City also owns a municipal airport which is undergoing an \$1.3 million aircraft parking apron design and expansion. The project is 95% funded through the leveraging of grants and is expected to be completed in 2026.

Quality of Life

The City also provides an exceptional quality of life for its citizens. Ranked with one of the lowest crime rates in the state, and the best fire protection insurance rating in the County, the City's public safety system is the best in Northeast Colorado.

The City also maintains more parks and open space per capita than the national average, which includes a golf course, nine parks, and over six miles of nature trails next to the scenic South Platte River. The 18-hole Championship golf course lies north of town and the friendly staff encourages travelers to "Outdrive the Competition" off Interstate 76, at exit 80.

The City also provides a public library and museum. The building of the Carnegie Library was initially approved by the City Council in 1914 and opened in 1915 becoming the City's cultural center. In 1975, the City of Fort Morgan completely rebuilt the old Carnegie Library into a Library-Museum complex. Today the Library-Museum is still at the heart of the City, with permanent exhibits, revolving national and in-house exhibits, and plans for upgraded RFID technology, self-checkout, self-return, and automated sorting systems.

With quaint small-town living and big city amenities, Fort Morgan is a unique agriculturally centered community with dynamic funding capabilities. The City of Fort Morgan has previously been named one of "Colorado's 10 most affordable cities" by the Denver Business Journal. It is the City's intent to obtain Proposals that reflect the historical significance of Fort Morgan, maintain the innovative culture, as well as develop and coordinate the City's vision for the future.

Vision

We aspire to be the City of choice for ourselves and future generations – beautiful, clean, and safe. We will achieve our vision through a healthy economy, strong businesses, superior neighborhoods, excellent schools, a vibrant downtown, and world-class recreational and cultural opportunities. We will preserve our City's friendly, hometown atmosphere and celebrate the diversity of our citizens. We require governance that is accessible, accountable, innovative, and efficient with a system of funding that is equitable, affordable, and stable.

Mission

Our mission is to provide and maintain essential services that meet the collective fundamental needs of the citizens of Fort Morgan and to identify and seize opportunities that will allow all residents to realize an improved quality of life.

Goals

The City of Fort Morgan is for People, Partnership, and Progress. Inherently Citywide goals include positive communication, respect for others, exceptional customer service, and leading by example.

Previous Plans

The last Comprehensive Plan was updated in 2016. City Council and City staff want a revitalization of the Comprehensive Plan. The Plan ought to be suitable to the Mission and Vision of the City today and into the future. City Council and staff are in agreement that the plan should be innovative and engaging with input from not only the public, but elected officials, and all levels of staff.

Proposed Plan

It is the City's intent that the new Comprehensive Plan generally addresses the following issues: land use, strategic growth management including annexation determinations and housing, transportation, water, community services and facilities, environmental quality, sustainability, hazard mitigation, economic development, and community character. The Plan is to be compliant with State of Colorado State Statute (including requirements in C.R.S. § 31-23-206), DOLA guidelines and Web Content Accessibility Guidelines (WCAG).

The Plan will establish a basis for future City policies and priorities for development. Foundational policy statements, goals, objectives, guidelines, maps and graphics will provide the City with strategies for economic development, infrastructure expansions, and general improvements for community services and character.

SCOPE OF WORK

1. The project shall be completed and presented within a 12 to 14 month timeframe from proposal acceptance. The City's goal is to complete the update in 2026.
2. Initial meeting with City staff to review the project schedule, meeting schedules and begin data acquisition.
3. Obtain previous and current comprehensive plans, City Utility Master Plans and other applicable materials for review from the City including comprehensive plan guidance from DOLA.
4. Gathering relevant plans and reports for the Planning Commission's consideration, where applicable and appropriate, per C.R.S. § 31-23-206(1.3). This includes:
5. Applicable housing needs assessments
6. Statewide Strategic Growth Report (statutory publication deadline: by Oct 31, 2025)
7. Natural Land and Agricultural Opportunities Report - referred to as the "Vital Landscapes and Resources Report" (statutory publication deadline: by Dec 31, 2025)
8. Colorado Water Plan
9. Schedule and proctor meetings with elected officials (City Council and County Commissioners), the Planning Commission, and various staff members (to include the City Manager and Department Directors).
10. Schedule and proctor presentations for public meetings and focus groups, to include high school students, senior citizens and the underserved populations.
11. Prepare social media, press release, presentation boards and other print material for public distribution.
12. Develop website materials and host a website specific to the comprehensive plan update process.
13. Prepare a demographics composite of the City of Fort Morgan.
14. Conduct analyses to support the Strategic Growth Element (per C.R.S. § 31-28-106(III)).
15. Support water and land use integration including a water planning self-assessment following DOLA guidelines.
16. Determine present and future community facility, transportation, and utility needs.

17. Identify future land uses within the City, including alternative land use scenarios for the City that would be considered by staff, the Community, Planning Commission, and City Council.
18. Develop goals, objectives, and implementation strategies that are cost-effective.
19. Prepare document sections, draft and final documents for City staff review.
20. Provide periodic reports to City staff.
21. Present final document at public hearings to secure adoption.
22. The Respondent is expected to have skills and experience in designing Comprehensive Plans with an emphasis on public engagement of diverse communities.
23. End Product:
24. A format that is user-friendly, easily navigated, and accessible to the public with minimal technical language or jargon.
25. Compliant with State of Colorado State Statute, including C.R.S. § 31-23-206, DOLA guidelines and Web Content Accessibility Guidelines (WCAG).
26. Meet all functional requirements with a consistent, integrated look, feel, and aesthetics that respect and celebrate the City.
27. Extensive use of maps, tables, illustrative renderings, and other graphics that enhance readability.
28. Printed hard-copy, electronic copy, and copies of any graphics used.
29. Summarizations in condensed formats (e.g., brochures, posters, etc.) available in electronic format.



ANNUAL SCHEDULE OF BUSINESS DEVELOPMENT COMMISSION MEETING DATES FOR 2026

<u>Meeting Date</u>	<u>Meeting Time</u>	<u>Meeting Location</u>
January 14, 2026	6:30 p.m.	Village Hall
February 11, 2026	6:30 p.m.	Village Hall
March 11, 2026	6:30 p.m.	Village Hall
April 8, 2026	6:30 p.m.	Village Hall
May 13, 2026	6:30 p.m.	Village Hall
June 10, 2026	6:30 p.m.	Village Hall
July 8, 2026	6:30 p.m.	Village Hall
August 12, 2026	6:30 p.m.	Village Hall
September 9, 2026	6:30 p.m.	Village Hall
October 14, 2026	6:30 p.m.	Village Hall
November 18, 2026*	6:30 p.m.	Village Hall
December 9, 2026	6:30 p.m.	Village Hall

*November Meeting is the Third Wednesday of the Month due to Veteran's Day being the Second Wednesday of the Month