



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, April 20, 2022 • 5:00 PM

Mayor
Roy Edgington

City Council
Ward 1 - Raymond Lacy
Ward 2 - Felicity Zoberski
Ward 3 - Stan Lau
Ward 4 - Albert Torres
Ward 5 - Fran McKay

City Manager
Daphne Hooper

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/87628780610>, or one tap mobile: 13462487799, Dial: 669 900 9128, Webinar ID: 876 2878 0610

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 found at <https://www.cityoffernley.org/forms>, 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. Roll Call

1.2. Public Forum

1.3. (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 from March 16th and April 6th.

2.3. (Possible action) Approval of Business Licenses

2.4. (Possible action) Approve a Water Leasing Agreement with NV Energy, Inc. which authorizes NV Energy to use up to 360 acre-feet of Fernley's Newlands Project surface water rights during the period between July 1, 2022 and October 31, 2022 to provide water to the Tracy power generation facility.

2.5. (Possible action) Discussion to approve a contract with Gerhart & Berry Construction for the Rehabilitation work at the West Lift Station Project in an amount not to exceed \$1,499,873.00

2.6. Possible Action to Approve a Settlement Agreement between Northern Nevada Community Housing and the City of Fernley in regards to Third Judicial District Court case number 21-CV-00951.

2.7. Possible Action to approve the liquor license for Antojitos Mexico en mi corazon.

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

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

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

6. ORDINANCES

6.1. (For possible action) Second Reading, Public Hearing – MPA22001 & ZMA22001 Consideration and possible action on a Master Plan Amendment and Zoning Map Amendment requests to change the land use designation and zoning and on a single parcel of vacant land. The project site is approximately ±27.83 acres in size, located at 1000 Pilot Road, Fernley, NV (APN: 021-061-32).

- 1. Consideration and possible action on Resolution 22-009, a Master Plan Amendment request associated with MPA22001, to change the land use designation from Commercial to Industrial.**
- 2. Consideration and possible action on Bill #306 as a general Ordinance for a Zoning Map Amendment associated with ZMA22001, to change the zoning from C2 (General Commercial) to I (Industrial).**

6.2. (For possible action) Second Reading, Public Hearing – ZMA22002 & TSM22001
Consideration and possible action on a Zoning Map Amendment (ZMA22002) and a Tentative Subdivision Map (TSM22001) requests on a site is approximately ±28.42 acres in size, located at 590 & 600 W. Main Street (APN's: 021-071-02, and 021-071-03).

1. A Zoning Map Amendment Request to change the zoning on two parcels of land (APN's 021-071-02 and 021-071-03) from C2 (General Commercial) and SF6 (Single Family, 6,000 sq. ft. minimum lot size) to MU (Mixed Use).
2. A Tentative Subdivision Map request to allow for the development of a 9-lot Commercial/Residential subdivision within the MU (Mixed Use) zoning district.

6.3. (For possible action) Second Reading, Public Hearing - ZMA22003
Consideration and possible action on Bill #308, an ordinance for a Zoning Map Amendment to change the zoning of a single parcel of land from SF6 (Single Family, 6,000 sq. ft. minimum lot size) to MF21 (Multi-Family, 10-21 dwelling units per acre). The project site is approximately ±3.94 acres in size and is located at 1170 W. Newlands Drive (APN: 020-320-01).

7. STAFF REPORTS

- 7.1. Possible action to approve the agreement for the installation of public art during the Mural, Music & Margaritas Festival.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS:

- 8.1. (Possible action) Discussion regarding a future agenda item requesting to rename Veterans Way after Brett Palmer. (Mayor Edgington's request)

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: May 4, 2022 @ 5 PM

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
AECOM TECHNICAL SERVICES, INC.									
8633	AECOM TECHNICAL SERVICES, INC.	2000582821	Engineering services for the Gustafson bridge structural asse	01/17/2022	1,789.00	03/31/2022	100-475-342	Tech Services-Other	122
Total 8633:					1,789.00				
AFLAC									
5690	AFLAC	711370	SUPPLEMENTAL INSURANCE	03/25/2022	353.60	03/31/2022	100-217400	AFLAC Insurance Payable	322
Total 5690:					353.60				
AIR MED CARE NETWORK									
8863	AIR MED CARE NETWORK	17253-03232022	Memberships Group Ins	03/23/2022	16.00	04/07/2022	100-425-240	Group Insurance	322
8863	AIR MED CARE NETWORK	17253-03232022	Memberships Group Ins	03/23/2022	16.00	04/07/2022	100-610-240	Group Insurance	322
8863	AIR MED CARE NETWORK	17253-03232022	Memberships Group Ins	03/23/2022	32.00	04/07/2022	100-414-240	Group Insurance	322
8863	AIR MED CARE NETWORK	17253-03232022	Memberships Group Ins	03/23/2022	16.00	04/07/2022	100-413-240	Group Insurance	322
Total 8863:					80.00				
AIT ADVANCED INTERPRETING & TRANSLATION									
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202202A-FMC	Vera-Resendiz/Mudrovich	02/09/2022	140.00	03/24/2022	100-425-330	PROF SERV-INTERPRETER	222
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202202B-FMC	Vera-Resendiz	02/10/2022	140.00	03/24/2022	100-425-330	PROF SERV-INTERPRETER	222
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202202C-FMC	Arenas-Gonzalez	03/01/2022	280.00	03/24/2022	100-425-330	PROF SERV-INTERPRETER	322
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202203A-FMC	Aguilera	03/16/2022	140.00	03/24/2022	100-425-330	PROF SERV-INTERPRETER	322
Total 8498:					700.00				
ALHAMBRA									
4688	ALHAMBRA	7661929031722	Shop - Bottled Water Service	03/17/2022	166.78	03/31/2022	510-810-614	Supplies-Plant/Shop/Maint	322
Total 4688:					166.78				
ALTITUDE SIGNAL, LLC									
8680	ALTITUDE SIGNAL, LLC	1003015	replacement lights NDOT	03/31/2022	1,460.00	04/07/2022	100-475-615	Supplies-Signs and Striping	322
Total 8680:					1,460.00				
AMERICAN DOCUMENT DESTRUCTION, INC.									
8567	AMERICAN DOCUMENT DESTRUCTION, INC.	92.000418	REFUND; PAID BUS LICENSE TWICE	04/01/2022	187.50	04/07/2022	100-320-100	Business License Fees	422

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8567:					187.50			
ARAMARK								
1895	ARAMARK	2591004605	Rags, Rugs	03/24/2022	107.62	04/07/2022	510-840-420 Contract Services	322
1895	ARAMARK	2591004638	mats	03/24/2022	159.58	04/07/2022	100-417-420 Contract Services	322
1895	ARAMARK	2591004649	shop mats	03/24/2022	69.33	04/07/2022	100-480-600 GENERAL SUPPLIES/TOOLS	322
1895	ARAMARK	2591010694	Rugs and shop towels	04/07/2022	168.05		510-840-420 Contract Services	422
1895	ARAMARK	2591010801	mats	04/07/2022	159.58		100-575-614 Supplies-Plant/Shop/Maint	422
1895	ARAMARK	2591010837	shop mats	04/07/2022	69.33		100-480-610 AUTOMOTIVE SUPPLIES	422
1895	ARAMARK	598000099240	shirt contract	03/14/2022	45.31	04/07/2022	100-480-600 GENERAL SUPPLIES/TOOLS	322
1895	ARAMARK	598000099243	uniforms	03/14/2022	38.16	04/07/2022	100-475-616 Supplies-Safety	322
1895	ARAMARK	598000100605	Shop - WD Pants Service	03/21/2022	49.57	04/07/2022	510-810-614 Supplies-Plant/Shop/Maint	322
1895	ARAMARK	598000100607	shirt contract	03/21/2022	45.31	04/07/2022	100-480-600 GENERAL SUPPLIES/TOOLS	322
1895	ARAMARK	598000100609	uniforms	03/21/2022	38.16	04/07/2022	100-475-616 Supplies-Safety	322
1895	ARAMARK	598000101982	Shop - WD Pants Service	03/28/2022	49.57	04/07/2022	510-810-614 Supplies-Plant/Shop/Maint	322
1895	ARAMARK	598000101984	shirt contract	03/28/2022	45.31	04/07/2022	100-480-600 GENERAL SUPPLIES/TOOLS	322
1895	ARAMARK	598000101986	uniforms	03/28/2022	56.60	04/07/2022	100-475-616 Supplies-Safety	322
1895	ARAMARK	598000103379	Shop - WD Pants Service	04/04/2022	49.57		510-810-614 Supplies-Plant/Shop/Maint	422
1895	ARAMARK	598000103381	shirt contract	04/04/2022	45.31		100-480-600 GENERAL SUPPLIES/TOOLS	422
1895	ARAMARK	598000103384	uniforms	04/04/2022	44.53		100-475-616 Supplies-Safety	422
1895	ARAMARK	598000104794	Shop - WD Pants Service	04/11/2022	49.57		510-810-614 Supplies-Plant/Shop/Maint	422
Total 1895:					1,290.46			
AT&T								
13	AT&T	53740 MAR 22	775 575-5455 374 0	03/26/2022	361.60	04/19/2022	100-417-530 Communications (Internet,Cell)	322
13	AT&T	74368 MAR 22	775 575-7187 436 8	03/26/2022	867.74	04/19/2022	100-417-530 Communications (Internet,Cell)	322
13	AT&T	81650 APR 22	775 835-8598 165 0	03/26/2022	3,010.93	04/19/2022	100-417-530 Communications (Internet,Cell)	322
13	AT&T	85367 MAR 22	775 575-9058 536 7	03/26/2022	867.74	04/19/2022	100-417-530 Communications (Internet,Cell)	322
13	AT&T	98670 MAR 22	775-786-2229 867 0	03/20/2022	2,063.90	04/12/2022	100-417-530 Communications (Internet,Cell)	322
Total 13:					7,171.91			
AT&T MOBILITY								
7653	AT&T MOBILITY	287252183474X0322	287252183474 WIRELESS	03/13/2022	43.28	04/06/2022	100-417-530 Communications (Internet,Cell)	322
Total 7653:					43.28			
ATKINS NORTH AMERICA, INC								
8853	ATKINS NORTH AMERICA, INC	1967761	Cottonwood lane right of way acquisiton services	03/14/2022	5,077.50	04/07/2022	100-475-745 RTC REIMBURSABLE EXPENDI	322
Total 8853:					5,077.50			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
AUTO & TRUCK ELECTRIC, INC									
8868	AUTO & TRUCK ELECTRIC, INC	40873	batteries for dump truck	03/15/2022	120.00	04/07/2022	100-575-430	Service-Repair and Maintenance	322
8868	AUTO & TRUCK ELECTRIC, INC	40873	batteries for dump truck	03/15/2022	120.00	04/07/2022	100-475-430	Service-Repair and Maintenance	322
8868	AUTO & TRUCK ELECTRIC, INC	40873	batteries for dump truck	03/15/2022	120.00	04/07/2022	510-810-610	Automotive Supplies	322
8868	AUTO & TRUCK ELECTRIC, INC	40873	batteries for dump truck	03/15/2022	120.00	04/07/2022	520-810-430	Service-Repair and Maintenance	322
Total 8868:					480.00				
BACKFLOW TECHNOLOGIES									
6804	BACKFLOW TECHNOLOGIES	22-22360	Backflow Device - Repair Kit	03/15/2022	282.53	04/07/2022	510-810-614	Supplies-Plant/Shop/Maint	322
Total 6804:					282.53				
BIG R OF FERNLEY									
20	BIG R OF FERNLEY	14058/5	duct tape roller hooks	03/14/2022	117.63	04/07/2022	100-575-600	General Supplies	322
20	BIG R OF FERNLEY	14075/5	shut off	03/16/2022	129.95	04/07/2022	100-575-614	Supplies-Plant/Shop/Maint	322
20	BIG R OF FERNLEY	14079/5	propane	03/16/2022	9.89	04/07/2022	100-575-623	Propane	322
20	BIG R OF FERNLEY	14087/5	key	03/18/2022	3.98	04/07/2022	100-417-430	Service-Building Repair/Maint	322
20	BIG R OF FERNLEY	14097/5	scrapers	03/21/2022	8.52	04/07/2022	100-575-600	General Supplies	322
20	BIG R OF FERNLEY	14098/5	Graffiti Remover	03/21/2022	8.97	04/07/2022	520-810-614	Supplies-Plant/Shop/Maint	322
20	BIG R OF FERNLEY	14099/5	scrapers	03/21/2022	5.76	04/07/2022	100-575-600	General Supplies	322
20	BIG R OF FERNLEY	14108/5	stakes	03/22/2022	19.79	04/07/2022	100-576-430	Service Repair & Maintenance	322
20	BIG R OF FERNLEY	14113/5	spray	03/23/2022	37.74	04/07/2022	100-575-600	General Supplies	322
20	BIG R OF FERNLEY	14115/5	misc. irrigation	03/23/2022	21.47	04/07/2022	100-575-614	Supplies-Plant/Shop/Maint	322
20	BIG R OF FERNLEY	14116/5	cap	03/23/2022	2.19	04/07/2022	100-575-600	General Supplies	322
20	BIG R OF FERNLEY	14117/5	hose and quick connect.	03/23/2022	128.96	04/07/2022	100-475-600	General Supplies	322
20	BIG R OF FERNLEY	14119/5	misc. plumbing for fountain	03/23/2022	23.48	04/07/2022	100-575-612	Building Maintenance Supplies	322
20	BIG R OF FERNLEY	14130/5	farm clevis for tractors.	03/24/2022	18.79	04/07/2022	100-575-600	General Supplies	322
20	BIG R OF FERNLEY	14137/5	aersol and keys	03/25/2022	11.47	04/07/2022	100-417-430	Service-Building Repair/Maint	322
20	BIG R OF FERNLEY	14138/5	flash light for shop	03/25/2022	40.97	04/07/2022	100-480-600	GENERAL SUPPLIES/TOOLS	322
20	BIG R OF FERNLEY	14147/5	Hand Tool - Hex Bit	03/28/2022	5.96	04/07/2022	510-810-614	Supplies-Plant/Shop/Maint	322
20	BIG R OF FERNLEY	14148/5	Lubricant and rags	03/28/2022	15.99	04/07/2022	520-810-614	Supplies-Plant/Shop/Maint	322
20	BIG R OF FERNLEY	14152/5	misc equipment supplies.	03/29/2022	35.51	04/07/2022	100-575-430	Service-Repair and Maintenance	322
20	BIG R OF FERNLEY	14159/5	weed spray	03/29/2022	291.10	04/07/2022	100-475-617	Supplies-Chemical	322
20	BIG R OF FERNLEY	14168/5	misc. parts	03/30/2022	102.39	04/07/2022	100-475-600	General Supplies	322
20	BIG R OF FERNLEY	14173/5	adaptor and jb weld	03/31/2022	10.68	04/07/2022	100-575-600	General Supplies	322
20	BIG R OF FERNLEY	14194/5	irrigation	04/04/2022	131.60		100-575-614	Supplies-Plant/Shop/Maint	422
20	BIG R OF FERNLEY	14195/5	irrigation	04/04/2022	63.93		100-576-600	General Supplies	422
20	BIG R OF FERNLEY	14196/5	irrigation	04/04/2022	11.98		100-575-614	Supplies-Plant/Shop/Maint	422
20	BIG R OF FERNLEY	14203/5	auto cleaning supplies for fleet	04/05/2022	20.97		100-480-610	AUTOMOTIVE SUPPLIES	422
20	BIG R OF FERNLEY	14204/5	Copper pipe for Well 11	04/05/2022	14.99		510-810-614	Supplies-Plant/Shop/Maint	422
20	BIG R OF FERNLEY	14206/5	new head for weedeater	04/05/2022	46.95		100-575-600	General Supplies	422
20	BIG R OF FERNLEY	14213/5	new pump for roller	04/06/2022	269.95		100-475-610	Automotive Supplies	422
20	BIG R OF FERNLEY	14219/5	spray paint for fleet	04/07/2022	8.58		100-480-610	AUTOMOTIVE SUPPLIES	422

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	14220/5	trim line gas can	04/07/2022	110.54		100-575-600 General Supplies	422
20	BIG R OF FERNLEY	14245/5	tie-downs	04/12/2022	49.90		520-810-600 General Supplies	422
Total 20:					1,780.58			
BLUE BEACON INTERNATIONAL								
200	BLUE BEACON INTERNATIONAL	3750884.1	truck wash	03/28/2022	43.50		100-417-610 Automotive Supplies	322
200	BLUE BEACON INTERNATIONAL	3750884.2	truck wash	04/01/2022	64.20		100-475-610 Automotive Supplies	422
200	BLUE BEACON INTERNATIONAL	60167541	wash vactor	03/14/2022	75.20	04/07/2022	100-475-610 Automotive Supplies	322
Total 200:					182.90			
Board of Regents; College of Business								
1455	Board of Regents; College of Business	April 2022	Fernley CEDS contract UNR	04/04/2022	3,000.00		100-413-322 Prof Serv-Other	422
Total 1455:					3,000.00			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	21822-3	City of Fernley garments	03/17/2022	632.98	04/07/2022	100-529-605 Minor Equipment	322
6970	BOB'S PRINTING AND SIGNAGE	21822-3	City of Fernley garments	03/17/2022	75.40	04/07/2022	510-810-605 Minor Equipment	322
6970	BOB'S PRINTING AND SIGNAGE	30122-1	Business Cards/Name Plate	03/10/2022	84.40	04/07/2022	100-425-550 Printing and Postage	322
6970	BOB'S PRINTING AND SIGNAGE	30322-2	Gas/Electric tags	03/22/2022	604.13	04/07/2022	100-605-601 Office Supplies	322
6970	BOB'S PRINTING AND SIGNAGE	31022-2	Engraved office nameplates NM & SL	03/17/2022	54.80	04/07/2022	100-610-550 Printing and Postage	322
6970	BOB'S PRINTING AND SIGNAGE	31522-1	Business Cards	03/22/2022	57.00	04/07/2022	510-840-601 Office Supplies	322
Total 6970:					1,508.71			
BOYS & GIRLS CLUB OF TRUCKEE MEADOWS								
8833	BOYS & GIRLS CLUB OF TRUCKEE MEADOWS	ARPA OCT-DEC 21	Boys And Girls Club ARPA OCT-DEC 21	10/01/2021	32,074.65	04/07/2022	220-480-810 ARPA	1021
Total 8833:					32,074.65			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	7192066	vacuum	02/04/2022	588.38	04/07/2022	100-417-605 Minor Equipment	222
8837	BRADY INDUSTRIES OF NEVADA LLC	7242989	stripper for floors	03/11/2022	102.69	04/07/2022	100-417-612 Building Maintenance Supplies	322
8837	BRADY INDUSTRIES OF NEVADA LLC	7262416	misc. cleaning products, paper towels	03/25/2022	593.41	04/07/2022	100-417-612 Building Maintenance Supplies	322
Total 8837:					1,284.48			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	S525619	Marshal Monitors	02/22/2022	288.76	03/24/2022	210-425-605 Minor Equipment	222
27	CDW GOVERNMENT INC.	S990597	Speakers-Marshal Office	03/03/2022	24.18	03/24/2022	210-425-605 Minor Equipment	322
27	CDW GOVERNMENT INC.	T005458	NCIC Computers-Front Staff	03/03/2022	1,713.84	03/24/2022	200-425-605 Minor Equipment	322
27	CDW GOVERNMENT INC.	T138505	KVm Switch for NCIC Computers	03/08/2022	317.88	03/24/2022	210-425-605 Minor Equipment	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
27	CDW GOVERNMENT INC.	T883783	Monitors	03/23/2022	288.76	03/31/2022	100-414-605 Minor Equipment	322
Total 27:					2,633.42			
CFA INC								
499	CFA INC	24626	Surveying services for green valley park improvement project	02/28/2022	2,618.75	04/07/2022	230-575-730 Improve other than Buildings	222
Total 499:					2,618.75			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	MAR 2022	Water-CC Processing Fees 6181757	03/31/2022	2,853.56	03/31/2022	510-810-609 Credit Card Fees	322
8637	CHASE PAYMENTECH MERCHANT SERVICES	MAR 2022	Sewer-CC Processing Fees 6181757	03/31/2022	2,853.56	03/31/2022	520-810-609 Credit Card Fees	322
8637	CHASE PAYMENTECH MERCHANT SERVICES	MAR 2022	Finance-Cc Processing Fees 6291057	03/31/2022	1,436.01	03/31/2022	100-415-609 Credit Card Fees - Govt Svcs	322
8637	CHASE PAYMENTECH MERCHANT SERVICES	MAR 2022	finance-cc processing fees 6291058	03/31/2022	94.39	03/31/2022	100-415-609 Credit Card Fees - Govt Svcs	322
Total 8637:					7,237.52			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340401085	E3103934 SUPPLEMENTAL INSURANC	04/01/2022	192.68	03/24/2022	100-218000 COLONIAL INSURANCE PAYABL	422
Total 3520:					192.68			
COMPLIANCE SAFETY SOLUTIONS, INC.								
8506	COMPLIANCE SAFETY SOLUTIONS, INC.	6122010-1078	Weekly Safety Meetings	03/23/2022	74.50	03/31/2022	510-810-616 Supplies-Safety	322
8506	COMPLIANCE SAFETY SOLUTIONS, INC.	6122010-1078	Weekly Safety Meetings	03/23/2022	74.50	03/31/2022	520-810-616 Supplies-Safety	322
8506	COMPLIANCE SAFETY SOLUTIONS, INC.	6122010-1078	Weekly Safety Meetings	03/23/2022	74.50	03/31/2022	510-840-616 Safety Supplies	322
8506	COMPLIANCE SAFETY SOLUTIONS, INC.	6122010-1078	Weekly Safety Meetings	03/23/2022	74.50	03/31/2022	100-475-616 Supplies-Safety	322
8506	COMPLIANCE SAFETY SOLUTIONS, INC.	6122010-1078	Weekly Safety Meetings	03/23/2022	74.50	03/31/2022	100-575-616 Safety Supplies	322
8506	COMPLIANCE SAFETY SOLUTIONS, INC.	6122010-1078	Weekly Safety Meetings	03/23/2022	74.50	03/31/2022	100-417-616 Supplies-Safety	322
Total 8506:					447.00			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	11939	Ongoing inspection and testing services for Sage Tank recoati	03/07/2022	3,247.50	04/07/2022	510-166100 Construction In Progress	322
Total 5587:					3,247.50			
DESERT COMMERCIAL SWEEPING								
7804	DESERT COMMERCIAL SWEEPING	13171	street sweeper, contract	03/29/2022	4,656.00	04/07/2022	100-475-420 Contract-Street Sweeping	322
Total 7804:					4,656.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	04022022	REIMB FOOD FOR EFFICIENT STUDY MTG	04/02/2022	29.96	04/07/2022	100-425-600 General Supplies	422

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8639	EMPLOYEES, CITY OF FERNLEY	054320	REIMB USPS; CDBG/GOED GRANT DOCS	03/23/2022	16.05	03/24/2022	100-413-550 Printing and Postage	322
8639	EMPLOYEES, CITY OF FERNLEY	170108/318548	REIMB NDOT TRAINING; FUEL	03/29/2022	65.97	04/07/2022	100-413-626 Gasoline	322
8639	EMPLOYEES, CITY OF FERNLEY	170108/318548	REIMB NDOT TRAINING	03/29/2022	12.17	04/07/2022	100-413-580 Training	322
8639	EMPLOYEES, CITY OF FERNLEY	71633127520	REIMB SNACKS; ALL HANDS 3/30/22	03/30/2022	34.95	04/07/2022	100-412-650 Community Support	322
8639	EMPLOYEES, CITY OF FERNLEY	MAR 2022	REIMB UNIFORM/WEAPON	03/16/2022	862.82	03/24/2022	100-425-322 Prof Serv-Other	322
Total 8639:					1,021.92			
FALLON WELDING & OTT'S FARM EQ								
2339	FALLON WELDING & OTT'S FARM EQ	IF60757	teeth for backhoe	03/24/2022	56.70	04/07/2022	100-575-430 Service-Repair and Maintenance	322
Total 2339:					56.70			
FARR CONSTRUCTION								
668	FARR CONSTRUCTION	PAY REQ 2	Construction of surface water conveyance takeout and pipelin	02/28/2022	527,012.50	04/07/2022	510-166100 Construction In Progress	222
Total 668:					527,012.50			
FARR WEST ENGINEERING								
6275	FARR WEST ENGINEERING	17361	Engineering Services MSP	03/25/2022	411.50	04/07/2022	100-575-320 Prof Serv-Engineering	322
Total 6275:					411.50			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-2943504	GASOLINE - PARKS	03/15/2022	507.83	03/31/2022	100-575-626 Gasoline	322
18	FLYERS ENERGY, LLC	CFS-2943504	GASOLINE - VECTOR	03/15/2022	28.61	03/31/2022	100-528-626 Gasoline	322
18	FLYERS ENERGY, LLC	CFS-2943504	GASOLINE - WATER DIST	03/15/2022	2,184.53	03/31/2022	510-810-626 Gasoline	322
18	FLYERS ENERGY, LLC	CFS-2943504	GASOLINE - SEWER	03/15/2022	1,998.77	03/31/2022	520-810-626 Gasoline	322
18	FLYERS ENERGY, LLC	CFS-2943504	GASOLINE - STREETS	03/15/2022	1,090.17	03/31/2022	100-475-626 Gasoline	322
18	FLYERS ENERGY, LLC	CFS-2943504	GASOLINE - WATER TREATMENT	03/15/2022	23.73	03/31/2022	510-840-626 Gasoline	322
18	FLYERS ENERGY, LLC	CFS-2943504	GASOLINE - ANIMAL CONTROL	03/15/2022	293.53	03/31/2022	100-525-626 Gasoline	322
18	FLYERS ENERGY, LLC	CFS-2943504	GASOLINE - CDD BUILDING	03/15/2022	143.57	03/31/2022	100-605-626 Gasoline	322
18	FLYERS ENERGY, LLC	CFS-2943504	GASOLINE - FACILITIES	03/15/2022	278.40	03/31/2022	100-417-626 Gasoline	322
18	FLYERS ENERGY, LLC	CFS-2943504	GASOLINE - FLEET	03/15/2022	78.04	03/31/2022	100-480-626 GASOLINE	322
Total 18:					6,627.18			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	1089	April 2022 Lobbyist Contract	04/01/2022	5,800.00		100-413-322 Prof Serv-Other	422
Total 8869:					5,800.00			
FULL CIRCLE COMPOST								
8660	FULL CIRCLE COMPOST	13274	compost	03/17/2022	1,994.00	04/07/2022	100-575-600 General Supplies	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8660:					1,994.00			
GRAINGER								
252	GRAINGER	9262780795	trash grabbers and harness	03/30/2022	173.22	04/07/2022	100-575-616 Safety Supplies	322
Total 252:					173.22			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2198665	tac oil	03/21/2022	342.00	04/07/2022	100-475-600 General Supplies	322
64	GRANITE CONSTRUCTION CO	2198666	hot mix	03/22/2022	842.98	04/07/2022	100-475-600 General Supplies	322
64	GRANITE CONSTRUCTION CO	2199358	hot mix	03/23/2022	254.25	04/07/2022	100-475-600 General Supplies	322
Total 64:					1,439.23			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	557906085	Telecommunications March 2022	04/01/2022	182.39	04/07/2022	100-417-530 Communications (Internet,Cell)	422
Total 8838:					182.39			
HACH COMPANY								
406	HACH COMPANY	12957718	WTP Instrumentation- Turbidimeter & controller replacement	02/26/2022	20,544.00	04/07/2022	510-166100 Construction In Progress	222
Total 406:					20,544.00			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	110846	Service Labor	03/17/2022	145.00	04/07/2022	100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	110847	Service Labor	03/17/2022	145.00	04/07/2022	100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	110857	Service Labor	03/21/2022	145.00	04/07/2022	100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	110858	Service Labor	03/21/2022	145.00	04/07/2022	100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	110862	Service Labor for Inv. 12504 - 24' Motorhome	03/24/2022	1,945.00	04/07/2022	100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	110868	Service Labor	03/25/2022	145.00		100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	110873	Service Labor	04/01/2022	145.00		100-605-322 Prof Serv-Other	422
70	HANNEMAN SERVICE	110874	Service Labor	04/01/2022	145.00		100-605-322 Prof Serv-Other	422
70	HANNEMAN SERVICE	110878	Service Labor	04/04/2022	145.00		100-605-322 Prof Serv-Other	422
70	HANNEMAN SERVICE	110879	Service Labor	04/04/2022	145.00		100-605-322 Prof Serv-Other	422
70	HANNEMAN SERVICE	110880	propane	04/04/2022	21.93		100-475-623 Propane	422
70	HANNEMAN SERVICE	12198	1989 GMC Sierra PU White MIFR21002	03/17/2022	55.00	04/07/2022	100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	12199	1993 Saturn 4DR Green no plts	03/17/2022	55.00	04/07/2022	100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	12200	1998 Honda Civic EX White NV932K37	03/21/2022	55.00	04/07/2022	100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	12445	1996 BMW 740 4Dr Gray CA7CUF641	03/28/2022	55.00		100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	12448	1997 Ford Ranger Red CA60432D1	04/01/2022	55.00		100-605-322 Prof Serv-Other	422
70	HANNEMAN SERVICE	12449	1998 Honda Civic Silver	04/01/2022	55.00		100-605-322 Prof Serv-Other	422
70	HANNEMAN SERVICE	12450	2019 dodge Journey White no plts	04/04/2022	55.00		100-605-322 Prof Serv-Other	422

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
70	HANNEMAN SERVICE	12482	tow for streets #3006	03/29/2022	125.00	04/07/2022	100-475-610 Automotive Supplies	322
70	HANNEMAN SERVICE	12503	1991 Chevy 1500 Green NV100N33	03/21/2022	55.00	04/07/2022	100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	12504	1979 24' Itaska Motorhome White	03/24/2022	55.00	04/07/2022	100-605-322 Prof Serv-Other	322
70	HANNEMAN SERVICE	12508	2001 GMC Yukon 4x4 Brown NV078P96	04/04/2022	55.00		100-605-322 Prof Serv-Other	422
Total 70:					3,946.93			
HARRIS INDUSTRIAL GASES								
8630	HARRIS INDUSTRIAL GASES	8838-1870792	welding helmet lenses	03/17/2022	5.50	04/07/2022	100-480-600 GENERAL SUPPLIES/TOOLS	322
8630	HARRIS INDUSTRIAL GASES	8838-1871213	eletrodes for fleet	03/25/2022	208.10	04/07/2022	100-480-610 AUTOMOTIVE SUPPLIES	322
8630	HARRIS INDUSTRIAL GASES	8838-1871367	welding gas for fleet	03/28/2022	40.10	04/07/2022	100-480-610 AUTOMOTIVE SUPPLIES	322
Total 8630:					253.70			
HDS WHITE CAP CONST SUPPLY								
7065	HDS WHITE CAP CONST SUPPLY	50018178179	concrete cure	03/14/2022	541.77	04/07/2022	100-475-600 General Supplies	322
Total 7065:					541.77			
HINTON BURDICK CPA'S								
8847	HINTON BURDICK CPA'S	MAY 2022	2022 LOCAL GOV'T SEMINAR; T LUKAS	05/01/2022	65.00	04/07/2022	100-415-580 Training	522
8847	HINTON BURDICK CPA'S	MAY 2022	2022 LOCAL GOV'T SEMINAR; D LEWIS	05/01/2022	65.00	04/07/2022	100-415-580 Training	522
Total 8847:					130.00			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-010	3721P GROUP HEALTH INSURANCE	04/01/2022	73,472.53	03/24/2022	100-217000 HEALTH INSURANCE PAYABLE	422
Total 4842:					73,472.53			
IBEW Local 1245								
83	IBEW Local 1245	APR 2022-1	UNION DUES, ONE HALF OF MONTH	04/08/2022	884.95	04/08/2022	100-219900 OTHER PAYROLL PAYABLES	422
83	IBEW Local 1245	MAR 2022-2	UNION DUES, ONE HALF OF MONTH	03/25/2022	883.44	03/25/2022	100-219900 OTHER PAYROLL PAYABLES	322
Total 83:					1,768.39			
INLAND SUPPLY COMPANY, INC.								
212	INLAND SUPPLY COMPANY, INC.	1060383	toilet paper and trash liners, cleaner	04/16/2022	704.42	04/07/2022	100-575-612 Building Maintenance Supplies	422
Total 212:					704.42			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	MAR 2022-2	FICA TAX PAYABLE, PAYROLL	03/25/2022	292.22	03/25/2022	100-211000 FICA PAYABLE	322
7879	INTERNAL REVENUE SERVICE	MAR 2022-2	MED TAX PAYABLE, PAYROLL	03/25/2022	5,295.86	03/25/2022	100-211000 FICA PAYABLE	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7879	INTERNAL REVENUE SERVICE	MAR 2022-2	W/HOLD TAX PAYABLE, PAYROLL	03/25/2022	18,987.64	03/25/2022	100-212000 FEDERAL WITHHOLDING PAYAB	322
Total 7879:					24,575.72			
INTERSTATE BATTERIES OF THE SIERRAS								
86	INTERSTATE BATTERIES OF THE SIERRAS	40089231	battery for parks trailer	03/09/2022	129.95	04/07/2022	100-575-430 Service-Repair and Maintenance	322
Total 86:					129.95			
JENSEN PRECAST								
3031	JENSEN PRECAST	CD99146900	cast iron lids for storm drains replacements.	03/31/2022	1,200.00		100-475-430 Service-Repair and Maintenance	322
3031	JENSEN PRECAST	CD99147605	delivery	04/06/2022	474.00		100-475-600 General Supplies	422
Total 3031:					1,674.00			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	41540722	johnson controls contract	03/31/2022	1,857.28	04/07/2022	100-417-420 Contract Services	322
Total 8667:					1,857.28			
KING CONSTRUCTION, INC.								
243	KING CONSTRUCTION, INC.	EN2021-025	RELEASE BOND; 1330 NEVADA PACIFIC BLVD	03/30/2022	700.00	04/07/2022	100-228300 Customer Deposits/Bonds - Dev	322
Total 243:					700.00			
LASER TECHNOLOGY, INC.								
8880	LASER TECHNOLOGY, INC.	02/09/2022	Truspeed Units x 5	02/18/2022	5,475.00	04/07/2022	100-425-322 Prof Serv-Other	222
Total 8880:					5,475.00			
LAWSON PRODUCTS, INC								
2435	LAWSON PRODUCTS, INC	9309420427	fleet supplies	03/29/2022	296.85	04/07/2022	100-480-610 AUTOMOTIVE SUPPLIES	322
Total 2435:					296.85			
LB FENCE COMPANY								
8631	LB FENCE COMPANY	1702	50ft chainlink fence otp batting cage	03/20/2022	410.81	04/07/2022	100-575-600 General Supplies	322
Total 8631:					410.81			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	023985	Well 11 - headworks pipe & glue	03/31/2022	49.69		510-810-614 Supplies-Plant/Shop/Maint	322
7650	LOWES CREDIT SERVICES	02684	battery timer	03/24/2022	61.74	04/07/2022	100-475-600 General Supplies	322
7650	LOWES CREDIT SERVICES	18033	cleaning and waste basket.	03/16/2022	79.48	04/07/2022	100-417-612 Building Maintenance Supplies	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	23123	Swamp Cooler Repair Parts & Motor	03/24/2022	243.24	04/07/2022	510-810-614 Supplies-Plant/Shop/Maint	322
7650	LOWES CREDIT SERVICES	23986	Wellhouse sealant	03/31/2022	7.30		510-810-614 Supplies-Plant/Shop/Maint	322
7650	LOWES CREDIT SERVICES	2542	marking paint, batteries	03/29/2022	135.83	04/07/2022	100-576-600 General Supplies	322
7650	LOWES CREDIT SERVICES	2669	wrench	03/24/2022	40.82	04/07/2022	100-575-430 Service-Repair and Maintenance	322
7650	LOWES CREDIT SERVICES	2832	misc irrigation	03/31/2022	51.79		100-575-614 Supplies-Plant/Shop/Maint	322
Total 7650:					669.89			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	APN022-111-18	LIEN RELEASE; 722 CANARY CIR; ZUCKERMAN	03/23/2022	40.00	03/31/2022	510-810-322 Prof Serv-Other	322
Total 108:					40.00			
LYON COUNTY SHERIFF'S DEPT								
109	LYON COUNTY SHERIFF'S DEPT	03102022	Bailiff Duties	03/10/2022	800.00	03/24/2022	100-425-322 Prof Serv-Other	322
Total 109:					800.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	26080	portable toilets	03/30/2022	1,307.63		100-575-420 Contract Services	322
Total 8509:					1,307.63			
MATCO TOOLS								
8529	MATCO TOOLS	111146	hose clamp pliers for shop	02/04/2022	59.62	04/07/2022	100-480-600 GENERAL SUPPLIES/TOOLS	222
8529	MATCO TOOLS	112932	hose cutter	03/18/2022	47.69	04/07/2022	100-480-600 GENERAL SUPPLIES/TOOLS	322
8529	MATCO TOOLS	113296	flash light for shop	03/25/2022	20.56	04/07/2022	100-480-600 GENERAL SUPPLIES/TOOLS	322
8529	MATCO TOOLS	113598	replacement sockets	04/01/2022	78.72		100-480-600 GENERAL SUPPLIES/TOOLS	422
Total 8529:					206.59			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	MAR 2022	MUNICIPAL COURT JUDGE	03/31/2022	2,500.00	03/31/2022	100-425-322 Prof Serv-Other	322
Total 8042:					2,500.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12440934	Well 14, NNCH, etc.	03/14/2022	1,980.00	04/07/2022	100-414-310 Prof Serv-Legal	322
Total 322:					1,980.00			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	APR 2022	5952725 GROUP DENTAL INSURANCE	04/01/2022	9,400.58	03/24/2022	100-217100 Dental Insurance Payable MetL	422

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 5387:					9,400.58			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	02112022	LAW ENFORCEMENT BCKGRND D LYNCH	02/11/2022	400.00	03/24/2022	100-425-322 Prof Serv-Other	222
1111	MISCELLANEOUS ONE TIME VENDOR	11/2021	REFUND F17 & F18 OPEN/CLOSE DEPOSITS	03/22/2022	700.00	03/24/2022	100-223200 Deferred Revenue - Cem. Plots	322
1111	MISCELLANEOUS ONE TIME VENDOR	1DTA-15-04867	1DTA-15-04867 CERT COPY OF JUDGEMENT CONV	04/05/2022	5.23	04/07/2022	100-414-322 Prof Serv-Other	422
1111	MISCELLANEOUS ONE TIME VENDOR	25.000626	REIMB OVERPAYMENT OF DOG LICENSE	03/23/2022	15.00	03/24/2022	100-320-170 Licenses-Animal	322
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-002	RELEASE BOND; 558 COUNTRY HOLLOW DR	03/29/2022	500.00	04/07/2022	100-228300 Customer Deposits/Bonds - Dev	322
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-006	RELEASE BOND; 559,557,555,562,562 COUNTRY HOLLOW	03/22/2022	4,600.00	03/24/2022	100-228300 Customer Deposits/Bonds - Dev	322
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-009	RELEASE BOND; 2540 EMERSON CIR	03/22/2022	1,180.00	03/24/2022	100-228300 Customer Deposits/Bonds - Dev	322
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-010	RELEASE BOND; 1608 SUMMERWIND DR	03/23/2022	500.00	03/24/2022	100-228300 Customer Deposits/Bonds - Dev	322
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-011	RELEASE BOND; 1632 SUMMERWIND DR	03/21/2022	500.00	03/24/2022	100-228300 Customer Deposits/Bonds - Dev	322
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-012	RELEASE BOND; 1636 SUMMERWIND DR	03/21/2022	500.00	03/24/2022	100-228300 Customer Deposits/Bonds - Dev	322
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-013	RELEASE BOND; 1640 SUMMERWIND DR	03/21/2022	500.00	03/24/2022	100-228300 Customer Deposits/Bonds - Dev	322
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-014	RELEASE BOND; 1644 SUMMERWIND DR	03/21/2022	500.00	03/24/2022	100-228300 Customer Deposits/Bonds - Dev	322
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-016	RELEASE BOND; 1612 SUMMERWIND DR	03/30/2022	500.00	04/07/2022	100-228300 Customer Deposits/Bonds - Dev	322
1111	MISCELLANEOUS ONE TIME VENDOR	EN2022-017	RELEASE BOND; 1607 SUMMERWIND DR	03/23/2022	500.00	03/24/2022	100-228300 Customer Deposits/Bonds - Dev	322
1111	MISCELLANEOUS ONE TIME VENDOR	PE#10	APN 022-154-04 PE-10; CWL RECON PROJECT	04/12/2022	1,200.00	04/12/2022	100-475-745 RTC REIMBURSABLE EXPENDI	422
1111	MISCELLANEOUS ONE TIME VENDOR	PE#11	APN 022-153-01; PE-11 CWL RECON PROJECT	04/12/2022	1,000.00	04/12/2022	100-475-745 RTC REIMBURSABLE EXPENDI	422
1111	MISCELLANEOUS ONE TIME VENDOR	PE#12	APN 022-041-03 PE-12; CWL RECON PROJECT	04/12/2022	1,200.00	04/12/2022	100-475-745 RTC REIMBURSABLE EXPENDI	422
1111	MISCELLANEOUS ONE TIME VENDOR	PE#7	APN 020-846-15 PE-7; CWL RECON PROJECT	04/12/2022	1,200.00	04/12/2022	100-475-745 RTC REIMBURSABLE EXPENDI	422
Total 1111:					15,500.23			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	2743595	monitoring OTP	04/01/2022	204.00	04/07/2022	100-575-420 Contract Services	422
Total 8814:					204.00			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	44843964	Fire Hydrant - Spray Paint	03/15/2022	272.40	04/07/2022	510-810-614 Supplies-Plant/Shop/Maint	322
115	MSC INDUSTRIAL SUPPLY CO	50020144	Fire Hydrant Paint	03/23/2022	544.80	04/07/2022	510-810-614 Supplies-Plant/Shop/Maint	322
Total 115:					817.20			
MUNICIPAL CODE CORPORATION								
8538	MUNICIPAL CODE CORPORATION	176855	New muni code filler	03/01/2022	269.95	04/07/2022	100-414-640 Books and Periodicals	322
Total 8538:					269.95			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	367455	brakes for streets 3009	03/15/2022	27.99	04/07/2022	100-475-610 Automotive Supplies	322
58	NAPA AUTO & TRUCK PARTS	367525	antifreeze	03/16/2022	65.94	04/07/2022	100-528-610 Automotive Supplies	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
58	NAPA AUTO & TRUCK PARTS	36764	antifreeze	03/18/2022	65.94	04/07/2022	100-528-610 Automotive Supplies	322
58	NAPA AUTO & TRUCK PARTS	367815	support rod for back hoe	03/21/2022	36.99	04/07/2022	100-475-430 Service-Repair and Maintenance	322
58	NAPA AUTO & TRUCK PARTS	367971	u-joints for streets dump truck	03/23/2022	31.98	04/07/2022	100-475-430 Service-Repair and Maintenance	322
58	NAPA AUTO & TRUCK PARTS	367997	oil filter for streets dump truck	03/23/2022	70.44	04/07/2022	100-475-430 Service-Repair and Maintenance	322
58	NAPA AUTO & TRUCK PARTS	368404	cap and rotor for streets #3006	03/29/2022	65.26	04/07/2022	100-475-610 Automotive Supplies	322
58	NAPA AUTO & TRUCK PARTS	368471	control arms for streets 3007	03/30/2022	256.96		100-475-610 Automotive Supplies	322
58	NAPA AUTO & TRUCK PARTS	368503	parts for 3007	03/31/2022	44.96		100-475-610 Automotive Supplies	322
58	NAPA AUTO & TRUCK PARTS	368586	RTV sealant for Wells	04/01/2022	15.78		510-810-614 Supplies-Plant/Shop/Maint	422
58	NAPA AUTO & TRUCK PARTS	368604	battery for water treatment plant truck	04/01/2022	189.99		510-840-610 Automotive Supplies	422
58	NAPA AUTO & TRUCK PARTS	368847	anti freeze	04/05/2022	65.94		100-528-610 Automotive Supplies	422
58	NAPA AUTO & TRUCK PARTS	368974	tire fill for motor grader	04/07/2022	7.98		100-475-430 Service-Repair and Maintenance	422
58	NAPA AUTO & TRUCK PARTS	369003	grease for fleet	04/07/2022	38.60		510-810-610 Automotive Supplies	422
58	NAPA AUTO & TRUCK PARTS	369005	Lift Station Filters	04/07/2022	49.68		520-810-614 Supplies-Plant/Shop/Maint	422
Total 58:					1,034.43			
NEVADA COMMISSION ON ETHICS								
707	NEVADA COMMISSION ON ETHICS	386005	NV Ethics Commission	03/25/2022	1,505.27	04/07/2022	100-413-348 Tech Service-Comm on Ethics	322
Total 707:					1,505.27			
NEVADA RUBBER STAMP CO INC								
125	NEVADA RUBBER STAMP CO INC	319346	Marshal Received Stamp	04/01/2022	147.50		100-425-550 Printing and Postage	422
Total 125:					147.50			
NV ENERGY								
167	NV ENERGY	12019 APR 22	34596505012019 ACH	03/18/2022	6,023.36	04/05/2022	510-810-622 Electricity	322
167	NV ENERGY	13050 MAR 22	48768103613050 ACH	03/10/2022	1,913.47	03/28/2022	100-417-622 Electricity	322
167	NV ENERGY	13818 FEB 22	34596405113818 ACH	02/25/2022	44.15	03/16/2022	100-475-622 Electricity	222
167	NV ENERGY	13924 FEB 22	48768108113924 ACH	02/25/2022	33.60	03/16/2022	100-575-622 Electricity	222
167	NV ENERGY	14319 FEB 22	34596405214319 ACH	03/10/2022	95.54	03/28/2022	100-575-622 Electricity	322
167	NV ENERGY	26445 MAR 22	34596505226445 ACH	03/26/2022	3,644.73	04/13/2022	510-840-622 Electricity	322
167	NV ENERGY	28458 MAR 22	34596505228458 ACH	03/26/2022	8,709.61	04/13/2022	510-840-622 Electricity	322
167	NV ENERGY	29499 FEB 22	13677906929499 ACH	03/02/2022	64.72	03/18/2022	100-475-622 Electricity	322
167	NV ENERGY	30037 MAR 22	34596403630037 ACH	03/18/2022	39.64	04/05/2022	100-576-622 Electricity	322
167	NV ENERGY	30672 FEB 22	213677908230672 ACH	02/25/2022	40.66	03/16/2022	100-575-622 Electricity	222
167	NV ENERGY	34991 FEB 22	34596407734991 ACH	03/11/2022	33.28	03/29/2022	510-810-622 Electricity	322
167	NV ENERGY	37594 FEB 22	80865904937594 ACH	03/11/2022	33.60	03/29/2022	100-475-622 Electricity	322
167	NV ENERGY	41110 MAR 22	82190403641110 ACH	03/08/2022	36.16	03/24/2022	520-810-622 Electricity	322
167	NV ENERGY	65197 FEB 22	34596407565197 ACH	03/10/2022	33.28	03/28/2022	510-810-622 Electricity	322
167	NV ENERGY	67463 MAR 22	34596404867463 ACH	03/11/2022	140.93	03/29/2022	100-575-622 Electricity	322
167	NV ENERGY	71493 FEB 22	271223607571493 ACH	02/25/2022	40.28	03/16/2022	100-475-622 Electricity	222
167	NV ENERGY	84389 MAR 22	34596503684389 ACH	03/10/2022	288.66	03/28/2022	100-417-622 Electricity	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	97731 FEB 22	213677908197731 ACH	02/25/2022	41.57	03/16/2022	100-575-622 Electricity	222
167	NV ENERGY	98954 MAR 22	82190405098954 ACH	03/08/2022	2,946.00	03/24/2022	520-810-622 Electricity	322
Total 167:					24,203.24			
2349	NV ENERGY	79577	REPLACE TRANSFORMER WEST LIFT STATION	04/08/2022	3,000.00	04/07/2022	520-166100 Construction In Progress	422
Total 2349:					3,000.00			
OFFICE DEPOT								
133	OFFICE DEPOT	228237740002	Office supplies	03/03/2022	24.09	03/24/2022	100-413-600 General Supplies	322
133	OFFICE DEPOT	231575977001	Pens, eraser	03/08/2022	31.64	04/07/2022	100-414-600 General Supplies	322
133	OFFICE DEPOT	231618325001	Scissors, CD covers	03/08/2022	19.26	04/07/2022	100-414-600 General Supplies	322
133	OFFICE DEPOT	232531073001	Wall Calendar	03/11/2022	15.51	03/24/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	232531267001	Calendar/Holder	03/11/2022	18.48	03/24/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	232531269001	White Board (Marshal)	03/23/2022	38.80	04/07/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	232531270001	Batteries and Dry Erase Markers	03/11/2022	54.30	03/24/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	232531270002	Certificate Frame	03/14/2022	6.36	03/24/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	232531272001	Desk Organizer	03/10/2022	21.99	03/24/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	233008792001	MISC OFFICE SUPPLIES	03/08/2022	154.19	03/24/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	233008792002	Manilla Folders	03/11/2022	107.20	03/24/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	233011886001	FOLDERS	03/08/2022	109.58	03/24/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	233011888001	HVY DUTY STAPLER	03/08/2022	28.73	03/24/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	235239109001	office supplies	03/24/2022	6.87	04/07/2022	100-416-600 General Supplies	322
133	OFFICE DEPOT	235291751001	Office supplies/ Printer cartridge	03/24/2022	382.01	04/07/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	235295471001	Cleaner (live scan)	03/24/2022	18.68	04/07/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	235295472001	Printer Cartridges	03/24/2022	59.41	04/07/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	235295473001	office pens	03/24/2022	4.15	04/07/2022	100-425-600 General Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.41		100-575-600 General Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.43		100-413-600 General Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.43		100-415-600 General Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.43		100-418-600 General Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.42		100-605-600 General Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.42		100-610-600 General Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.42		100-525-600 General Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.42		100-414-600 General Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.42		100-416-600 General Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.42		100-475-600 General Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.42		520-810-601 Office Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.42		510-840-601 Office Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.42		510-810-601 Office Supplies	322
133	OFFICE DEPOT	235421520001	CITY WIDE PAPER	03/31/2022	26.42		100-529-600 General Supplies	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 133:					1,471.15				
OTIS ELEVATOR COMPANY									
5011	OTIS ELEVATOR COMPANY	100400729393	contract service	03/14/2022	464.76	03/24/2022	100-417-420	Contract Services	322
Total 5011:					464.76				
PACIFIC STORAGE COMPANY									
8876	PACIFIC STORAGE COMPANY	5096016	Shredding	02/16/2022	16.50	03/24/2022	100-425-322	Prof Serv-Other	222
8876	PACIFIC STORAGE COMPANY	5099857	Shred Containers	03/16/2022	66.00	04/07/2022	100-416-420	Contract Services	322
8876	PACIFIC STORAGE COMPANY	5099858	schredding	03/14/2022	16.50	03/24/2022	100-425-322	Prof Serv-Other	322
Total 8876:					99.00				
PROFESSIONAL DEVELOPMENT ACADEMY, LLC									
8887	PROFESSIONAL DEVELOPMENT ACADEMY, LLC	106604	Professional Development Academy - ICMA High Performanc	03/30/2022	1,995.00	04/07/2022	100-610-580	Training	322
Total 8887:					1,995.00				
PUBLIC EMPLOYEES RETIREMENT SYSTEM									
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	MAR 2022	#621 RETIREMENT CONTRIBUTIONS	03/31/2022	110,221.56	04/07/2022	100-216000	RETIREMENT PAYABLE	322
Total 144:					110,221.56				
QUADIENT LEASING USA, INC.									
8737	QUADIENT LEASING USA, INC.	16614881	In-house Mailing	02/15/2022	1,152.50	03/24/2022	520-810-441	Rental	222
8737	QUADIENT LEASING USA, INC.	16614881	In-house Mailing	02/15/2022	1,152.50	03/24/2022	510-810-441	Rental	222
8737	QUADIENT LEASING USA, INC.	N9348680	In House Lease Payment	03/31/2022	2,805.96	04/07/2022	510-810-441	Rental	322
8737	QUADIENT LEASING USA, INC.	N9348680	In House Lease Payment	03/31/2022	2,805.96	04/07/2022	520-810-441	Rental	322
Total 8737:					7,916.92				
QUALITY MOBILE DETAILING									
8740	QUALITY MOBILE DETAILING	1469	Vehicle Detail/Disinfect	04/04/2022	81.68		520-810-610	Supplies-Automotive	422
8740	QUALITY MOBILE DETAILING	1469	Vehicle Detail/Disinfect	04/04/2022	81.66		100-417-610	Automotive Supplies	422
8740	QUALITY MOBILE DETAILING	1469	Vehicle Detail/Disinfect	04/04/2022	81.66		510-810-610	Automotive Supplies	422
Total 8740:					245.00				
REDWOOD TOXICOLOGY LABORATORY, INC.									
8886	REDWOOD TOXICOLOGY LABORATORY, INC.	765688	Drug/Alcohol Testing Kits	03/14/2022	625.00	04/07/2022	100-425-341	Pretrial Services Program	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8886:					625.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	22-476	Water Rights Engineering Services	03/29/2022	3,462.50	04/07/2022	510-810-698 Water Rights Protection	322
8602	RESOURCE CONCEPTS	22-477	USBR WCP Updates	03/29/2022	870.00	04/07/2022	510-810-698 Water Rights Protection	322
8602	RESOURCE CONCEPTS	22-478	NV Energy Temp Applications	03/29/2022	2,457.00	04/07/2022	510-810-698 Water Rights Protection	322
Total 8602:					6,789.50			
SAN JOAQUIN DEPT CHILD SUPPORT								
3087	SAN JOAQUIN DEPT CHILD SUPPORT	MAR 2022-2	CHILD SUPPORT WITHHELD	03/25/2022	57.69	03/24/2022	100-219900 OTHER PAYROLL PAYABLES	322
Total 3087:					57.69			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	22030494	ARMORED SERVICE - GF	03/10/2022	155.31	03/31/2022	100-415-322 Prof Serv-Other	322
8629	SECTRAN SECURITY, INC.	22030494	ARMORED SERVICE - SEWER	03/10/2022	155.29	03/31/2022	520-810-342 Tech Services-Other	322
8629	SECTRAN SECURITY, INC.	22030494	ARMORED SERVICE - WATER	03/10/2022	155.29	03/31/2022	510-810-342 Tech Services-Other	322
Total 8629:					465.89			
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL								
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	1	Engineering Services	03/01/2022	243.88	04/07/2022	510-810-580 Training	322
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	1	Engineering Services	03/01/2022	600.00	04/07/2022	520-810-320 Prof Serv-Engineering	322
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	2	Engineering Services	04/01/2022	343.88	04/07/2022	510-810-580 Training	422
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	2	Engineering Services	04/01/2022	1,093.88	04/07/2022	520-810-320 Prof Serv-Engineering	422
Total 8884:					2,281.64			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	183305	Engineering development review for royal oaks floodplain ana	02/28/2022	370.00	04/07/2022	100-529-320 Prof Serv-Engineering	222
1897	SHAW ENGINEERING	183309	Sewer master plan engineering services	02/28/2022	2,330.00	04/07/2022	520-810-320 Prof Serv-Engineering	222
1897	SHAW ENGINEERING	183327	Fernwood civil improvements and ERC engineering review se	02/28/2022	8,000.00	04/07/2022	100-529-320 Prof Serv-Engineering	222
1897	SHAW ENGINEERING	183343	West lift station upgrade engineering design services	02/28/2022	8,340.00	04/07/2022	520-166100 Construction In Progress	222
1897	SHAW ENGINEERING	183357	Engineering services for Sage Tank Recoat project	02/28/2022	359.50	04/07/2022	510-166100 Construction In Progress	222
1897	SHAW ENGINEERING	183358	Farm District road lift station engineering services	02/28/2022	4,368.00	04/07/2022	520-166100 Construction In Progress	222
1897	SHAW ENGINEERING	183388	Engineering review services for sunrise trails parcel map	02/28/2022	500.00	04/07/2022	100-529-320 Prof Serv-Engineering	222
1897	SHAW ENGINEERING	183389	Engineering review services for DCR Holdings final parcel ma	02/28/2022	500.00	04/07/2022	100-529-320 Prof Serv-Engineering	222
Total 1897:					24,767.50			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	125243	marking tape	03/14/2022	336.24	04/07/2022	100-475-615 Supplies-Signs and Striping	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
170	SILVER STATE BARRICADE	125349	traffix compact sign and stand	03/18/2022	325.64	04/07/2022	100-475-615 Supplies-Signs and Striping	322
170	SILVER STATE BARRICADE	125364	vests tape rivots misc.	03/21/2022	1,314.68	04/07/2022	100-475-615 Supplies-Signs and Striping	322
170	SILVER STATE BARRICADE	125375	Traffic Control Plan	03/21/2022	150.00	04/07/2022	100-475-320 Prof Serv-Engineering	322
170	SILVER STATE BARRICADE	125383	signs	03/21/2022	1,103.42	04/07/2022	100-475-615 Supplies-Signs and Striping	322
170	SILVER STATE BARRICADE	125563	signs	03/30/2022	1,438.70		100-475-615 Supplies-Signs and Striping	322
Total 170:					4,668.68			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	X201070944:01	FUEL TANK FOR DUMP TRUCK	03/23/2022	1,691.16	04/07/2022	100-475-430 Service-Repair and Maintenance	322
Total 265:					1,691.16			
SIPPOLA, REENA G.								
8878	SIPPOLA, REENA G.	22-0324	Punjabi Interpretation	03/28/2022	300.00		100-425-330 PROF SERV-INTERPRETER	322
Total 8878:					300.00			
SJC LIMITED								
8580	SJC LIMITED	13618	base	03/07/2022	803.74	04/07/2022	100-575-600 General Supplies	322
8580	SJC LIMITED	13627	base	03/21/2022	1,508.82	04/07/2022	100-475-600 General Supplies	322
Total 8580:					2,312.56			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 MAR 22	910000818971 ACH	03/18/2022	30.24	04/06/2022	520-810-621 Natural Gas	322
204	SOUTHWEST GAS CORP	33096 FEB 22	910001133096 ACH	02/28/2022	558.43	03/21/2022	510-810-621 Natural Gas	222
204	SOUTHWEST GAS CORP	33438 ARP 22	910001133438 ACH	03/24/2022	1,542.35	04/12/2022	100-417-621 Natural Gas	322
204	SOUTHWEST GAS CORP	86744 MAR 22	910001086744 WTP	03/15/2022	2,786.34	04/04/2022	510-840-621 Natural Gas	322
Total 204:					4,917.36			
STAPLES CREDIT PLAN								
279	STAPLES CREDIT PLAN	3502727836	OFFICE SUPPLIES	03/16/2022	9.43	04/07/2022	510-840-601 Office Supplies	322
279	STAPLES CREDIT PLAN	3502727836	OFFICE SUPPLIES	03/16/2022	9.43	04/07/2022	520-810-601 Office Supplies	322
279	STAPLES CREDIT PLAN	3502727836	OFFICE SUPPLIES	03/16/2022	9.43	04/07/2022	510-810-601 Office Supplies	322
279	STAPLES CREDIT PLAN	3502727836	OFFICE SUPPLIES	03/16/2022	9.43	04/07/2022	100-475-601 Supplies-Office	322
279	STAPLES CREDIT PLAN	3502727836	OFFICE SUPPLIES	03/16/2022	9.43	04/07/2022	100-575-601 Office Supplies	322
279	STAPLES CREDIT PLAN	3502727836	OFFICE SUPPLIES	03/16/2022	9.43	04/07/2022	100-417-601 OFFICE SUPPLIES	322
279	STAPLES CREDIT PLAN	3503022514	Misc Supplies	03/19/2022	98.31	03/31/2022	510-810-601 Office Supplies	322
279	STAPLES CREDIT PLAN	3503022514	Misc Supplies	03/19/2022	98.31	03/31/2022	520-810-601 Office Supplies	322
279	STAPLES CREDIT PLAN	3503022515	Pens	03/19/2022	5.39	03/31/2022	510-810-601 Office Supplies	322
279	STAPLES CREDIT PLAN	3503022515	Pens	03/19/2022	5.40	03/31/2022	520-810-601 Office Supplies	322
279	STAPLES CREDIT PLAN	3503124323	OFFICE SUPPLIES	03/22/2022	3.83	03/31/2022	510-810-601 Office Supplies	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
279	STAPLES CREDIT PLAN	3503124323	OFFICE SUPPLIES	03/22/2022	3.84	03/31/2022	520-810-601 Office Supplies	322
279	STAPLES CREDIT PLAN	3503553700	OFFICE SUPPLIES	03/26/2022	11.40	03/31/2022	510-810-601 Office Supplies	322
279	STAPLES CREDIT PLAN	3503553700	OFFICE SUPPLIES	03/26/2022	11.40	03/31/2022	520-810-601 Office Supplies	322
Total 279:					248.86			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	MAR 2022-2	CHILD SUPPORT	03/25/2022	101.77	03/24/2022	100-219900 OTHER PAYROLL PAYABLES	322
Total 176:					101.77			
SUNRISE ENVIRONMENTAL SCIENTIFIC								
230	SUNRISE ENVIRONMENTAL SCIENTIFIC	129153	Scent Control	03/29/2022	2,359.49		520-810-617 Supplies-Chemical	322
Total 230:					2,359.49			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2022400103480	WWTP Chlorine	03/28/2022	4,219.03	04/07/2022	520-810-617 Supplies-Chemical	322
Total 8646:					4,219.03			
TSK								
8714	TSK	21-058.00_002	Contract for design services for CRRC	03/21/2022	152,626.00	04/07/2022	220-480-810 ARPA	322
Total 8714:					152,626.00			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	APR 2022	PREPAID IN-HOUSE POSTAGE	04/01/2022	1,500.00	03/31/2022	510-810-550 Printing and Postage	422
7344	U S POSTAL SERVICE	APR 2022	PREPAID IN-HOUSE POSTAGE	04/01/2022	1,500.00	03/31/2022	520-810-550 Printing and Postage	422
Total 7344:					3,000.00			
USA BLUEBOOK								
464	USA BLUEBOOK	849658	Pipe Squeeze Tool	01/18/2022	1,000.00		510-840-614 Plant/Shop/Maint. Supplies	122
464	USA BLUEBOOK	939011	Maintenance supplies	04/07/2022	96.35		510-840-430 Service-Repair and Maintenance	422
Total 464:					1,096.35			
VERITIV OPERATING COMPANY								
8574	VERITIV OPERATING COMPANY	626-39634601	IN HOUSE ENVELOPES #9	03/08/2022	650.67	04/07/2022	510-810-550 Printing and Postage	322
8574	VERITIV OPERATING COMPANY	626-39634601	IN HOUSE ENVELOPES #9	03/08/2022	650.68	04/07/2022	520-810-550 Printing and Postage	322
8574	VERITIV OPERATING COMPANY	626-39636146	IN HOUSE BILLING PAPER	03/15/2022	439.02	04/07/2022	510-810-550 Printing and Postage	322
8574	VERITIV OPERATING COMPANY	626-39636146	IN HOUSE BILLING PAPER	03/15/2022	439.03	04/07/2022	520-810-550 Printing and Postage	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8574:					2,179.40			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	APR 2022-1	DEFERRED COMPENSATION, 457	04/08/2022	2,764.00	04/08/2022	100-215000 457 PAYABLE	422
8591	VOYA FINANCIAL	APR 2022-1	ROTH IRA	04/08/2022	100.00	04/08/2022	100-215000 457 PAYABLE	422
8591	VOYA FINANCIAL	MAR 2022-2	DEFERRED COMPENSATION, 457	03/25/2022	2,764.00	03/25/2022	100-215000 457 PAYABLE	322
8591	VOYA FINANCIAL	MAR 2022-2	ROTH IRA	03/25/2022	100.00	03/25/2022	100-215000 457 PAYABLE	322
Total 8591:					5,728.00			
WALKER LAKE DISPOSAL								
6118	WALKER LAKE DISPOSAL	22-1172	WWTP Dumpster	03/22/2022	275.00	03/24/2022	520-810-412 Utility Service-Refuse	322
Total 6118:					275.00			
WALTHER LAW OFFICES								
8875	WALTHER LAW OFFICES	APR 2022	PUBLIC DEFENDER CONTRACT APR 2022	04/01/2022	6,666.66	03/31/2022	100-413-322 Prof Serv-Other	422
Total 8875:					6,666.66			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	33001 APR 22	11-60772-33001	04/05/2022	103.14		100-417-412 Utility Services-Refuse	422
447	WASTE MANAGEMENT	33005 APR 22	11-60745-33005	04/05/2022	14.39		510-840-412 Utility Service-Refuse	422
447	WASTE MANAGEMENT	33009 APR 22	11-60774-33009	04/05/2022	84.39		510-810-412 Utility Service-Refuse	422
447	WASTE MANAGEMENT	43003 APR 22	11-60760-43003	04/05/2022	42.20		520-810-412 Utility Service-Refuse	422
447	WASTE MANAGEMENT	63002 MAR 22	11-74239-63002	04/01/2022	731.18	04/07/2022	100-575-412 Utility Service-Refuse	422
447	WASTE MANAGEMENT	65007 MAR 22	6-82641-65007	04/01/2022	310.89	04/07/2022	100-417-412 Utility Services-Refuse	422
447	WASTE MANAGEMENT	95009 MAR 22	8-29467-95009	04/01/2022	448.45	04/07/2022	100-575-412 Utility Service-Refuse	422
Total 447:					1,734.64			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2203-031922	gloves for shop	03/21/2022	47.50	04/07/2022	100-480-600 GENERAL SUPPLIES/TOOLS	322
Total 8571:					47.50			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	APR 2022	SUPPLEMENTAL INSURANCE	04/01/2022	386.24	03/24/2022	100-218100 Western Insurance Payable	422
Total 881:					386.24			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19135860-2	Meter Service Boxes	03/18/2022	174.33	04/07/2022	510-810-613 Supplies-Meter Service	322

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
195	WESTERN NEVADA SUPPLY CO.	19153220-1	Binstock - Pipe Repair Clamps	03/21/2022	207.80	04/07/2022	510-810-613 Supplies-Meter Service	322
195	WESTERN NEVADA SUPPLY CO.	19153220-2	Fire Hydrant Parts	04/11/2022	407.64		510-810-430 Repairs & Maintenance	422
195	WESTERN NEVADA SUPPLY CO.	19169615	Sensus Iperl Water Meters	03/14/2022	1,145.34	04/07/2022	510-166100 Construction In Progress	322
195	WESTERN NEVADA SUPPLY CO.	19169615-1	Sensus 3/4" Iperl Water Meters	04/11/2022	2,781.54		510-166100 Construction In Progress	422
195	WESTERN NEVADA SUPPLY CO.	19190195	Binstock - Brass Fittings	03/21/2022	327.70	04/07/2022	510-810-613 Supplies-Meter Service	322
195	WESTERN NEVADA SUPPLY CO.	19207311	1 1/2" Meter Gaskets	03/28/2022	47.60	04/07/2022	510-810-613 Supplies-Meter Service	322
195	WESTERN NEVADA SUPPLY CO.	19212107	East Lift Check Valve Repair	04/01/2022	4,407.49		520-810-430 Service-Repair and Maintenance	422
195	WESTERN NEVADA SUPPLY CO.	19214449	sprinkler heads	04/01/2022	525.00		100-575-614 Supplies-Plant/Shop/Maint	422
195	WESTERN NEVADA SUPPLY CO.	19225154	Sensus OMNI 2" & 1 1/2" Water Meters	04/11/2022	2,396.20		510-166100 Construction In Progress	422
Total 195:					12,420.64			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22030036	WWTP Influent & Effluent Samples	03/29/2022	350.46	04/07/2022	520-810-423 Contract Services-ANALYTICAL	322
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22030037	WWTP Monitoring Well Samples	03/16/2022	658.60	04/07/2022	520-810-423 Contract Services-ANALYTICAL	322
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22030062	Compliance Sampling	03/29/2022	14.11	04/07/2022	510-840-423 Contract Services-ANALYTICAL	322
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22030225	Quarterly DBP Sampling	03/29/2022	1,120.00	04/07/2022	510-810-423 Contract Services-ANALYTICAL	322
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22030226	Quarterly Nitrate Sampling	03/23/2022	23.52	04/07/2022	510-810-423 Contract Services-ANALYTICAL	322
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22030312	New Construction - Coliform Sample	03/16/2022	35.00	04/07/2022	510-810-423 Contract Services-ANALYTICAL	322
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22030661	March Coliform Sampling #2	03/29/2022	175.00	04/07/2022	510-810-423 Contract Services-ANALYTICAL	322
Total 8709:					2,376.69			
WOLFE, PAUL R								
8702	WOLFE, PAUL R	03112022	Conflicit Public Defender	03/11/2022	1,300.00	03/24/2022	100-425-325 PROF SERV-CONFLICT COUNS	322
Total 8702:					1,300.00			
WSP USA, INC								
8871	WSP USA, INC	5-1146002	Travel demand model inputs and testing	03/14/2022	8,177.43	04/07/2022	100-475-320 Prof Serv-Engineering	322
Total 8871:					8,177.43			
WTR ELECTRIC, INC								
8650	WTR ELECTRIC, INC	22057	trouble shoot power issues.	03/17/2022	392.00	04/07/2022	100-575-428 Contract Services-ELECTRICAL	322
Total 8650:					392.00			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	MAR 2022	CREDIT CARD PROCESSING FEES	03/31/2022	1,481.20	03/31/2022	510-810-609 Credit Card Fees	322
2468	XPRESS BILL PAY LLC	MAR 2022	CREDIT CARD PROCESSING FEES	03/31/2022	1,481.21	03/31/2022	520-810-609 Credit Card Fees	322
Total 2468:					2,962.41			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Grand Totals:					1,204,321.73			

Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<->} 2201



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 20, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM: (For Possible Action):

(Possible action) Approval of Minutes from March 16th and April 6th.

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. FCC 2022.03.16 Minutes_Draft
2. FCC 2022.04.06 Minutes_Draft

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
MARCH 16, 2022**

Mayor Roy Edgington called the meeting to order at 05:02 PM on March 16th, 2022, at Fernley City Hall, 595 Silver Lave Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Roy Edgington, Councilman Albert Torres, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilwoman Fran McKay, Councilman Ray Lacy, City Manager Daphne Hooper, Deputy City Manager Patrick Marsh, Director of Finance Denise Lewis, Building Official Billy Staten, City Engineer Derek Starkey, Planning Director Tim Thompson, Deputy City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Tiffany Wood.

1.2. Public Forum

There were none.

1.3. (For Possible Action) Approval of Agenda

Mayor Edgington asked for item 4 to be heard next and item 6 to be heard following item 4. City Manager Daphne Hooper asked for Item 2.4 to be pulled and heard at the next meeting.

Motion: MOVE TO APPROVE THE AGENDA MOVING ITEMS 4 AND 6 UP ON THE AGENDA.

Action: Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

Councilman Lau amended the motion to include item 2.4 to be pulled and heard at the next meeting. Councilman Lacy agreed to the change in the motion.

Item 6 was heard next.

2. CONSENT AGENDA

Item 2.4 was removed from the consent agenda under Item 1.3.

2.1. (Possible Action) Approval Of Voucher Report

2.2. Approval of the Minutes

2.3. (Possible Action) Approval of Business Licenses

2.4. For Possible Approval of a contract between the City of Fernley and Kalbacher Associates LLC for comprehensive grant services for the amount not to exceed \$2,250 a month beginning March 1, 2022 through June 30, 2022.

2.5. Possible action to approve the job description and wage scale for the Development

Services Coordinator.

2.6. Possible Action to Approve Amendment No. 1 to the existing AECOM Technical Services, Inc. (AECOM) Contract for Engineering Services, for the Gustafson Bridge Structural Assessment Project, in an amount not to exceed \$37,283.50.

2.7. Possible Action to Approve the Will-Serve Request from Penelope Flats for 3 ERC's for Water and 5 ERC's for Sewer for 5 Single Family Residential lots (2 lots already have water services) for Lyon County Parcel 021-121-04, -05 located off of Hardie Ln south of Nader Way Fernley, NV 89408

2.8. Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Robert Nance, as Trustee of the Abe Nance Testamentary Trust and Phylliss Elaine Nance, as Beneficiary of the Abe Nance Testamentary Trust, APN 009-271-53, TCID serial number 379 in the amount of 125.235 acre feet.

2.9. Possible Action to Approve a will-serve commitment for Aimee Marie Rogers Steele of 1 ERC's for Water and 0 ERC's for Sewer for Lyon County Parcel 021-303-39 located at 1015 Jessica Ln., Fernley, NV.

Motion: MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approve, **Moved** by Councilman Stan Lau, **Seconded by** Councilman Ray Lacy. **Vote:** Passed, **Summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

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.

City Manager Hooper said the annual pavement management program will start March 28th on various streets. On March 21st the vicinity maps and additional information will be available on the City's website. She also spoke about the Covid shots on Tuesday, March 22nd from 2 to 3pm. The arts and culture taskforce is scheduled for March 28th at 3:30 pm via zoom. Bingo at the Fernley Senior Center is scheduled for Saturday, March 19th at 5:30.

City Clerk Swanson said the Clerk's Office is still collecting Candidate filings until Friday at 5 pm. Ward 1, Ward 3 and Mayor's seats are open.

Planning Director Thompson said the Planning Commission was canceled for lack of quorum and rescheduled for March 23rd at 5 pm.

Councilwoman McKay reminded everyone about the Chamber of Commerce Gala on Saturday. There will be a poker walk on April 12th that you can sign up for at City Hall.

Councilman Torres said the Fernley Senior Citizen Advisory meeting went great. The Alzheimer's Dementia support meeting will be held via zoom on March 30th from 9am to 10:30 am. He mentioned he was selected by Western Nevada to sit on their NAMI board for mental health.

Lau said it is great to see the crane in the city of Fernley, which shows progress for the city.

Lacy thanked the citizens for coming today.

The mayor said on March 18th from 5pm to 8pm and March 19th from 10am to 1pm, in the council chambers, there will be a meeting for property owners in Fernley to plan the downtown project.

Item 5.1 was heard next.

4. ADMINISTER OATH OF OFFICE FOR NEWLY APPOINTED FERNLEY MUNICIPAL COURT MARSHAL DAN LYNCH

This item was heard after item 6.

Oath of Office was administered by the judge Lori Matheus for Court Marshal Dan Lynch.

Item 2 was heard next.

5. PRESENTATIONS

5.1. BBBS (Big Brothers, Big Sisters of Northern Nevada) Fernley expansion and recruitment program. Presentation by Aleesah Campbell

Aleesah Campbell joined via Zoom to present the BBBS Fernley expansion and recruitment program. There is a 1 year minimum commitment for volunteers. The average match length is 3 years with 4 hours a month for the children. The program is a new expansion into Fernley and plans to expand further into the county. BBSS is seeking mentoring advocates. Volunteer recruitment was encouraged.

You can contact Aleesah Campbell at (775) 870-2798 or acamobell@bbbsnn.org for more information.

Item 7.1 was heard next.

6. PROCLAMATIONS BY THE MAYOR

This item was heard after item 1.3.

Mayor Roy Edgington announced a proclamation for Albert Griffin. The mayor offered his congratulations and admiration for his service in the Marine Corps during WWII and his deeds throughout his 100 years. Albert Griffin was presented the Key to the City.

Item 4 was heard next.

7. STAFF REPORTS

7.1. Discussion and possible action to approve a contract for construction of the Green Valley Park Improvements with; A & K Earth Movers, Inc in the amount not to exceed \$731,000 and a contract for inspection and materials testing services with Construction Material Engineers in an amount not to exceed \$19,995.00.

City Engineer Derek Starkey presented the plans for the Green Valley Park improvements. The projected budget amount does not cover the full costs at this time and has been requested to be re-adjusted to encompass all of the fees for the top bid.

Motion: MOVE TO APPROVE A CONTRACT FOR CONSTRUCTION OF THE GREEN VALLEY

PARK IMPROVEMENTS WITH A & K EARTH MOVERS, INC IN THE AMOUNT OF \$731,000 AND A CONTRACT FOR INSPECTION AND MATERIALS TESTING SERVICES WITH CONSTRUCTION MATERIAL ENGINEERS THE AMOUNT NOT TO EXCEED \$19,995.00. **Action:** Approve, **Moved by** Councilman Stan Lau, **Seconded by** Councilman Ray Lacy. **Vote:** Passed, **Summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

7.2. Possible action to approve a contract with Farr Construction DBA Resource Development Company in an amount not to exceed \$1,081,894.53 for construction services for the Farm District Rd Lift Station Reconstruction Project, bid schedule A.

Derek Starkey, City Engineer, presented the Farr Construction project for Farm District Rd and the lift station. This bid was also in excess of what the City had budgeted. He explained the grit chamber for the waste water. It broke down 3 years ago and they have been looking for parts but decided to get a new one. The bid was twice the amount budgeted.

Motion: MOVE TO APPROVE THE CONTRACT WITH FARR CONSTRUCTION DBA RESOURCE DEVELOPMENT COMPANY IN AN AMOUNT NOT TO EXCEED \$1,081,894.53 FOR CONSTRUCTION SERVICES FOR THE FARM DISTRICT ROAD LIFT STATION RECONSTRUCTION PROJECT, BID SCHEDULE A. **Action:** Approve, **Moved by** Councilman Torres, **Seconded by** Councilman Ray Lacy. **Vote:** Passed, **Summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

7.3. (For Possible Action) Discussion to designate Hinton Burdick CPAs & Advisors as the Independent Audit Firm to perform the City's Annual Financial Audit for the Fiscal Year ending June 30, 2022.

Director of Finance Lewis introduced item 7.3 and explained the designation must be made by the council annually.

Motion: MOVE TO DESIGNATE HINTON BURDICK CPAS & ADVISORS AS THE INDEPENDENT AUDIT FIRM TO PERFORM THE CITY'S ANNUAL FINANCIAL AUDIT FOR THE FISCAL YEAR ENDING JUNE 30, 2022. **Action:** Approve, **Moved by** Councilman Stan Lau, **Seconded by** Councilman Ray Lacy. **Vote:** Passed, **Summary:** Yes 5, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

7.4. (For possible action) Direction from City Council regarding the Fernley Motocross Track

City Manager Daphne Hooper presented the item and spoke about the discussion about possibly swapping land. She said the City does not currently have land to swap for this usage. They may be able to use federal land under specific requirements and procedures. The process could take a couple of years. If it was a successful application, then it would be swapped and predesignated with the proposed land. Property could be purchased from the federal government, then have a land swap in order to use a grant. Otherwise, the city has not budgeted for a purchase that is

required for this proposal.

Councilman Lacy asked what the price would be of the land. Then he requested to bring this back for discussion once the price is determined.

Motion: MOVE TO HAVE THE CITY LOOK INTO PURCHASING THE PROPERTY AT THE END OF VINE STREET FOR MOTORCROSS SO IT BECOMES A PARK. **Action:** Approve, **Moved by** Councilman Lacy. **The Motion died.**

The mayor said the city probably doesn't have enough money for the asking price of the property.

Fernley Resident Dan McGee owns NV racing news and said there would be an economic benefit for the city to keep that property.

Fernley Resident Daniel Martin, President of Over the Hill Game, said he would love to work with the city to help keep the racetrack going. They have helped the Lyon's club and other community events and are a non-profit. They don't outsource anything and use local connections for all events. He requested the city look into other property.

Fernley Resident Steve Merva spoke about the importance of mental health and how motocross gives families an outlet.

Tony Veza, President of Battle Motocross, is the sanctioned body for motocross races in northern Nevada. He thanked the Mayor for his words on the challenges of the track. He requested the council hold off on their decision and allow them to come back with another option for the track. He thinks concerns about equipment and insurance can be handled by outside groups. He has seen a lot of tracks go away and asked the council to look into more avenues to save this one.

Juan Rodriguez Lyon's Club president. He had seen the races this track brings in and spoke about the BMX track given by the city. The Lyon's club would be available to serve food but the cook shack was stolen off of the property. He spoke to the property owners who said they would be interested in a lease with the city.

Councilman Torres said he doesn't believe anyone is against keeping a track in the city. He said the group is welcome to come back with more ideas for a racetrack in Fernley. However, this item tonight is to discuss the specific property mentioned and whether or not the council will approve that purchase. The land bill is been taking too long and would not be viable for this particular track.

Fernley Resident Anthony Fugundas was part of getting the BMX track and asked if they could lease the property.

Tyler Pezzarno said he has been in the motocross community his entire life and would like to see the City look into leasing the property. Other members of the community that aren't part of motocross would support this track as well. This is about more than just motocross but an important part of Northern Nevada. The sandbox is unique to motocross across the country as there are very few sand tracks in the country. He is heartbroken to lose it.

Chad Johnson on Zoom is the Vice President of OTX Nevada club, said he has had a wonderful experience at the sandbox and said it draws in riders from 11 different chapters across the country. Local races with 4 to 5 hundred riders are great events as well. He suggested the riders

present come back with more plans.

Motion: MOVE TO DENY THE PURCHASE OF THE PROPERTY FOR THE MOTOCROSS TRACK . **Action:** Approve, **Moved by** Councilman Torres, **Seconded by** Councilwoman McKay. **Vote:** Passed, **Summary:** Yes 4, No 1, Abstained 0. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, **No:** Councilman Lacy.

Torres added that the staff report is only to deny the purchase of that track.

The Mayor asked about more options for motocross people.

Break 6:40 – 6:50PM

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS:

8.1. Discussion and possible action requesting a future agenda item to discuss evaluations for appointed employees at 6 month intervals including a 360 peer review (Councilman Torres' request).

Torres asked to give the employees more on time and up-to-date reviews by doing confidential peer reviews every month, including a 360 peer review to help keep an employee on track.

The Mayor said they have been doing a 12-month review for as long as he can remember and said more impersonal reviews can be scheduled should additional reviews be needed.

Torres said a 6-month review would be new, but doesn't mean it would be bad.

Aaron Mouritsen reminded council this discussion is to decide to put the idea of a 6-month review on another agenda for further discussion.

Motion: MOVE PLACE THIS ITEM ON A FUTURE AGENDA. **Vote:** Failed, **Summary:** Yes 2, No 3. **Yes:** Councilman Torres, Councilwoman Zoberski, **No:** Councilman Lau, Councilwoman McKay, **No:** Councilman Lacy.

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

There were none.

10. PUBLIC FORUM

There were none.

11. ADJOURNMENT

Mayor Edgington announced there would be a Special Planning Commission meeting on March 23rd at 5pm in the council chambers. The next City Council Meeting will be April 6th at 5 pm. Another meeting on March 18th from 5 to 8 and 18th 10 to 1 PM will discuss downtown plans from the University. He said tomorrow, March 17th, is the County Commissioners' Meeting in the chambers at 9am. There is a water users TCID meeting tomorrow at 6pm in the chambers of Churchill county.

City Manager Hooper announced there would be Budget workshops on April 7th and 8th at 5 pm.

There being no further business to come before it, the Fernley City Council meeting adjourned at 06:56 PM.

Approved by the Fernley City Council on April 20, 2022, by a vote of:

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

Mayor Roy Edgington

City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
APRIL 6, 2022**

Mayor Roy Edgington called the meeting to order at 05:00 PM at Fernley City Hall, 595 Silver Lave Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Roy Edgington Councilman Ray Lacy, Councilman Albert Torres, Councilwoman Fran McKay, Councilman Stan Lau, City Manager Daphne Hooper, Deputy City Attorney Aaron Mouritsen, Director of Finance Denise Lewis, Public Works Director Dave Whalen, Planning Director Tim Thompson, Building Official Billy Staten, Deputy City Manager Patrick Marsh, City Engineer Derek Starkey, City Clerk Kim Swanson, Administrative Specialist Tiffany Wood.

Absent: Councilwoman Felicity Zoberski

1.2. Public Forum

Carol Giriborgh, Fernley resident, spoke about her water being turned off for 3 days in January. Mayor Edgington offered Carol his contact information and directed her to call him the next morning so he could try to assist her.

Darren Farr represented the Nevada Veteran's Coalition. He requested city council to honor Brett Palmer and request the road to the Veteran's Cemetery be renamed after him.

Tom Draughn with the Veteran's Coalition stated Brett believed every veteran and their families were due an honorable burial. He asked people to remember everything Brett did was for the veterans. Remember him for his good deeds and rename the cemetery road.

Linda Marshall, Fernley resident, expressed concerns over the reconstruction of the dog park.

Becky Howlit, Fernley resident, from the Fernley 4th of July committee challenged the rest of the council members to match the 3 donations council members have made for \$1,000.

Deborah Talbot, Fernley resident, expressed concerned about the gate at Green Valley Park. She stated she was excited about the rest of the changes. If the entrance is changed, then seniors will have to walk the length of a football field. She challenged the council members to come to the green valley park and visualize how difficult it might be to walk that proposed distance with a cane and a dog on a leash.

Mike Templeton, Fernley resident, said the sidewalk being put in is in ADA compliance but the location of the proposed gate should be re-visited as it impacts the population the ADA would be intended to serve.

Tamera Cannon, Fernley resident, said she uses the dog park and her husband has trouble walking. The current proposed move of the gate is a tenth of a mile, which is impossible for people like her husband. The park is an important social event for everyone and they would be devastated to be kept out from the change. Uneven dirt was also a concern. She invited the council members to come out any weekday at 10 or 11 am to see them.

1.3. (For Possible Action) Approval of Agenda

Motion: MOVE TO APPROVE THE AGENDA. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay, **Absent:** Councilwoman Zoberski.

2. CONSENT AGENDA

2.1. (For possible action) Approval of Voucher Report

2.2. (Possible action) Approval of Business Licenses

2.3. (For possible action) Approval of the contract between the City of Fernley and Kalbacher Associates LLC for comprehensive grant services in the amount not-to-exceed \$2,250/month from March 1, 2022 through June 30, 2022.

2.4. (For possible action) To approve a contract with Construction Materials Engineers, Inc (CME) for an amount not to exceed \$28,510.00 for inspection services for the Farm District Rd Lift Station Reconstruction and Grit Chamber removal project.

2.5. (For possible action) Approval of Minutes from March 2, 2022

Motion: MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approve, **Moved by** Councilman Stan Lau, **Seconded by** Councilman Ray Lacy. **Vote:** Passed, **Summary:** Yes 4, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay, **Absent:** Councilwoman Zoberski.

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

Lyon County Human Services gave a presentation about child abuse prevention month. It is a community concern and one single entity alone cannot protect the children. The number one reason children are removed from homes is neglect. Domestic violence is the second most common at 12.2% and incarceration of parents is next at 11.8%. There are many different types of abuse. Negative childhood events can be offset by positive experiences that Lyon County Human Services is working to increase in the community by providing people with resources and tools. Anyone can be a positive influence on a child and help give them positive life experiences and events.

Supervisor of the division for Child and Family Services, Candi Mortensen, spoke about her experience working with the families in the city of Fernley and the types of neglect or abuse she has commonly seen. Mental health has been a big issue from Covid as well. About 90% of the reports involve some sort of substance abuse. Fernley is in high need of foster families right now, as any children removed from families in Fernley won't be able to stay in Fernley.

Lyon County District Attorney Steve Rye thanked the mayor and council for raising awareness of child abuse in Lyon county and spoke about what a serious issue it is in our communities. He said his office works to place children in the best possible environment for them and represents them in court. A large part of the serious case load deals with child abuse and child sexual abuse, so they work closely with the Sheriff's Office. He thanked the school district for being active in spreading awareness as well.

Lyon County Court Appointed Special Advocates (CASA), are largely volunteers who work with children in abuse cases to help support them during the separation from their homes or dealing with abuse. CASA collaborates with everyone involved in a child's case and improves the chances of children finding safe and permanent homes.

Item 4 was heard next.

Frank Hunewill said new people have started at the Sheriff's Department and thanked the community for their hours and help on the current case they are investigating. He provided the stats for the 911 calls.

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

City Manager Daphne Hooper announced City Treasurer Denise Lewis received an honorable mention award at the Nevada Taxpayers Association Cashmen Award for saving money and providing public service. The Budget workshop is scheduled for Wednesday, April 7th, at 5pm. Friday, April 8th, will be scheduled if the meeting isn't finished. Next Wednesday, on the 13th, there will be presentations for the CDBG grant applications. On Thursday, on the 14th of April, Lyon County Commissioners will be having a special meeting in Yerington to hear projects proposed for the ARPA funds. The Covid vax walk-in clinic has been scheduled for Tuesday, April 19th, from 2 to 3 pm at City Hall. The 1st quarterly public safety meeting with the Sheriff has been scheduled for Thursday, April 21st, from 6 to 7 pm.

Billy Staten building official presented the monthly report for his department.

Councilman Lau said the Miller Lane paving job looked great.

Mayor Edgington announced that the Mayor's Clean Sweep is scheduled for Saturday, May 14th, at the Out-of-Town Park at 8 am.

Councilman Torres said that on April 8th at 9am there will be an Fernley Senior Citizen Advisory Committee meeting. He stated he wanted to work on a program for an active duty to retirement transition program. He requested that the city allow Naomi's family a free burial plot from the city.

Councilwoman McKay said opening day is Tuesday, April 12th for the Reno aces.

Councilman Lacy said on Sunday, April 11th, there would be a memorial at 5pm for Naomi at the Out-of-Town Park.

Mayor Edgington mentioned that Easter is coming up and there will be meals prepared by the Rotary for those in need.

Item 5.1 was heard next.

4. PROCLAMATIONS BY THE MAYOR

Mayor Edgington read a proclamation for Child Abuse Prevention Month. He thanked social services and law enforcement for dealing with this important and difficult subject.

Item 3 was reopened.

5. PRESENTATIONS

5.1. Presentation by Jim Womack of Atlanta Capital Investment Management Company regarding the City's investment portfolio.

Jim Womack from the Atlanta Capital Investment Management Company gave a presentation about the City of Fernley's Investment Portfolio. Atlanta Capital is happy to report there has been a higher rate of return, the Feds stopped buying bonds and raised interest rates. The portfolio is compounding at a 2.3% rate. He stated there could be a recession in 2023.

Councilman Torres asked how the midterm elections would impact on inflation.

6. ORDINANCES

6.1. (For possible action) First Reading, Introduction of Bill #307 Zoning Map Amendment – ZMA22002

Consideration and possible action to introduce Bill #307 as an ordinance for a Zoning Map Amendment request associated with ZMA22002, to change the zoning on two parcels of land from C2 (General Commercial) and SF6 (Single Family, 6,000 sq. ft. minimum lot size) to MU (Mixed Use). The project site is approximately ±28.42 acres in size and is located at 590 & 600 W. Main Street (APN's: 021-071-02, and 021-072-03).

Planning Director Thompson explained Bill #307, the zoning map amendment to change the parcels from C2 to MU.

McKay noticed 2 different Assessor parcel numbers between the parcels.

Planning Director Tim Thompson confirmed the 2nd number should be 021-071-03.

Motion: MOVE TO INTRODUCE BILL #307 ZMA22002 FOR ASSESSOR PARCEL NUMBERS 021-071-02 AND 021-071-03 TO BE HEARD AT THE APRIL 20TH, 2022 CITY COUNCIL MEETING. Introduced by Councilwoman McKay

6.2. (For possible action) First Reading, Introduction of Bill #306 – ZMA22001

Consideration and possible action to introduce Bill #306 as a general Ordinance for a Zoning Map Amendment, associated with ZMA22001, to change the zoning on a single parcel of vacant land from C2 (General Commercial) to I (Industrial) on a site approximately ±27.83 acres in size located at 1000 Pilot Road, Fernley, NV (APN: 021-061-32).

Planning Director Thompson presented Bill #306 to change the zoning from C2 to I for the parcels

listed.

Motion: MOVE TO INTRODUCE BILL #306 AS A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT ASSOCIATED WITH ZMA22001 TO CHANGE THE ZONING ON A SINGLE PARCEL OF VACANT LAND FROM C2, GENERAL COMMERCIAL, TO I, INDUSTRIAL, ON A SITE APPROXIMATELY PLUS OR MINUS 27.83 ACRES IN SIZE LOCATED AT 1000 PILOT RD FERNLEY, NV, APN 021-061-32 TO BE HEARD AT THE APRIL 20TH, 2022 CITY COUNCIL MEETING. **Introduced by** Councilman Lau.

6.3. (For possible action) First Reading, Introduction, of Bill #308 - ZMA22003
Consideration and possible action to introduce Bill #308 as an ordinance for a Zoning Map Amendment to change the zoning of a single parcel of land from SF6 (Single Family, 6,000 sq. ft. minimum lot size) to MF21 (Multi-Family, 10-21 dwelling units per acre). The project site is approximately ±3.94 acres in size and is located at 1170 Newlands Drive (APN: 020-320-01).

Planning Director Thompson explained Bill #308 to change the zoning from SF6 to MF21.

Amended Motion: MOVE TO INTRODUCE BILL #308 AS AN ORDINANCE FOR A ZONING MAP AMENDMENT TO CHANGE THE ZONING OF A SINGLE PARCEL LAND FROM SF6 SINGLE FAMILY 6 THOUSAND SQUARE FEET MINIMUM SIZE LOT TO MF21 MULTIFAMILY 10 TO 21 DWELLING UNITS PER ACRE. THE PROJECT SITE IS APPROXIMATELY 3.94 ACRES IN SIZE AND IS LOCATED AT 1170 NEWLANDS DRIVE, APN #020-320-01. TO BE HEARD AT THE APRIL 20TH, 2022 CITY COUNCIL MEETING. **Introduced by** Councilman Lau.

Councilman Lacy asked if that was West Newlands or the other side.

Planning Director Tim stated it was West Newlands Drive. Councilman Lacy stated he wanted the minutes to reflect that the location was W. Newlands

Councilman Lau agreed to amend the motion to read 1170 West Newlands Drive.

7. STAFF REPORTS

7.1. (For possible action) Update and discussion regarding Main Street Park and partnership with Rotary.

City Manager Daphne Hooper provided an update about the Main Street park and partnership with the Rotary. The Rotary would still like to help make improvements within the park but they will do so by providing funding.

McKay disclosed that she is a member but that item does not affect her in any way.

The Mayor disclosed that he is a member, though it would not affect him in any way.

Motion: MOVE TO HAVE STAFF LOOK AT THE MAIN STREET PARK WITH THE PARTNERSHIP WITH THE ROTARY ON IT AND SEE WHAT THE ROTARY CAN DO.

Action: Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed,

Summary: Yes 4, No 0, Abstained 0. **Yes:** Councilman Lacy, Councilman Lau, Councilman Torres, Councilwoman McKay. **Absent:** Councilwoman Zoberski.

There was a 10 minute break.

7.2. (For possible action) Discussion on Development Review Operations Assessment Implementation Action Plan Update

Deputy City Manager Patrick Marsh provided the update for the implementation of the Action Plan. He said they have had customer service training and will continue to have training. There is a position still open for a development coordinator that will play a critical role for customer satisfaction. He will report at future council meetings about the progress of each item.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

The Mayor asked to have the renaming of the cemetery street after Brett Palmer put on a future agenda.

9. PUBLIC FORUM

There were none.

10. ADJOURNMENT

The mayor said there would be a Budget meeting on April 7th at 5pm and again April 8th at 5pm if necessary. Another Budget meeting will be held on the 13th, if necessary and the next City Council meeting is April 20th.

There being no further business to come before it, the Fernley City Council meeting adjourned at 07:00 PM.

Approved by the Fernley City Council on April 20, 2022, by a vote of:

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

Mayor Roy Edgington

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origination date = 03/31/2022-04/14/2022

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Del Sol NRG of Nevada, Inc.	Matt Turville	124 Ridge St. Ste D	Reno	NV	89501	775-800-4890	Contractor	Electrical/Solar Contractor #86
APBS, LLC	Betsy Sipe & Allison	460 E Plumb Ln	Reno	NV	89502	775-502-8333	Property Rentals	Residential & Commercial Pro
Country Road Clicks LLC	Kassidy Lommori	1431 Walker River Way	Fernley	NV	89408	775-781-3583	Photography	Travel trailer photobooth
Antojitos Mexico En Mi Corazon LL	Victor M. Martinez C	150 E. Main Street, Suite #47	Fernley	NV	89408	775-980-7520	Restaurant/Fast Food/Fo	Refreshment Cafe
Jason Hemenway	Jason Hemenway	411 Derek Cir	Fernley	NV	89408	775-666-5160	Lawn Care & Tree Servic	Yard clean up
Brittney's Beauties	Brittney's Beauties	704 Tamsen Rd.	Fernley	NV	89408	775-301-3102	Hobby/Crafter, Sewing, J	Handmade items: tumblers, cof
Parsons Bros Rockeries CA Inc.	Gordon McCarty - Pr	50 Freeport Blvd #18	Sparks	NV	89431	916-773-9766	Contractor	Rock Retaining Wall Const. Co
David K's Custom Upholstery	David Keith Snyder	125 Hwy 95A South	Fernley	NV	89408	775-686-9803	Business Specific Profes	Reupholstery of furniture, seat
J & J Robinson Plumbing LLC	Jacob Robinson	6935 Elm St.	Silver Springs	NV	89429	775-291-7950	Contractor	Plumbing/New Construction C
Western Ceramics Company 1, LL	VP of Manufacturing,	2200 E. Newlands Rd.	Fernley	NV	89408	917-446-6443	Warehouse, Industrial, Di	Manufacturing of beads
Shell's Creations	Michelle Robinson	625 Bluejay Dr.	Fernley	NV	89408	775-671-8588	Hobby/Crafter, Sewing, J	Hand made arts & crafts
Axiom Connected LLC	Michael Reth	1 Progress Point Pkwy, Ste 1	O'Fallon	MO	63368	713-392-6572	Internet Sales & Services	Web based platform and vehicl
Triple C Creations	Shaun and Micah Ca	391 Gazzigli Ln	Fernley	NV	89408	775-745-4290	Hobby/Crafter, Sewing, J	Hobby/Crafter: Embroidery
Magic Needle	Carol Warren	939 Atrium Road	Fernley	NV	89408	408-672-6859	Hobby/Crafter, Sewing, J	Hobby/Crafter
Ronnie Gabrielson	Ronnie Gabrielson	430 Willow Way #18	Fernley	NV	89408	775-437-3664	Handyman	Handyman, Maintenance, Rep
Sullivan Structure LLC	Tawny and Patrick S	1325 Dunbar Circle	Washoe Valley	NV	89704	775-849-0220	Contractor	Geneeral Contractor #74914
C.P. Transportation LLC	Hilda Sandoval	212 Poppy Hills Dr.	Fernley	NV	89408	775-870-7928	Trucking & Transporation	Trucking/Transportation Office
Grand Totals:								
17								

Report Criteria:

License.Status = "Active"

Business.Origination date = 03/31/2022-04/14/2022



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 20, 2022

REPORT TO: Mayor and City Council

REPORT FROM: David Rigdon

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: No: N/A

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

(Possible action) Approve a Water Leasing Agreement with NV Energy, Inc. which authorizes NV Energy to use up to 360 acre-feet of Fernley's Newlands Project surface water rights during the period between July 1, 2022 and October 31, 2022 to provide water to the Tracy power generation facility.

AGENDA ITEM BRIEF:

1. Due to the ongoing drought, NV Energy may need supplemental Truckee River water to operate its Tracy power plant from July to October.
2. The City owns Claim 3 water rights to the Truckee River which may be available to use for this purpose.
3. The City and NV Energy have tentatively agreed to a short-term lease to allow NV Energy to divert and use up to 360 acre-feet of the City's water rights at the power plant.
4. In 2021, the City commissioned an appraisal of the short-term lease value of the water. The appraisal determined the short-term lease value of the water is between \$15,000 and \$18,000.

RECOMMENDED MOTION:

"I move to approve the Water Leasing Agreement with NV Energy allowing them to lease 360 acre-feet of the City's Truckee River Claim 3 water at a lease price of \$18,000.

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council could reject the Agreement and/or request staff negotiate modifications to the terms and conditions of the Agreement.

BACKGROUND:

Project Summary:

Fernley is proposing to lease 360 acre-feet of its Truckee River Claim 3 water to NV Energy on a short-term basis. NV Energy proposes to use the water as a supplemental supply for its Tracy power generation facility.

Background:

NV Energy is Nevada's largest public utility. The Company provides electric power for most communities in northern Nevada, including the City of Fernley. A significant portion of this power is generated at the Tracy Power Plant which is located directly adjacent to the Truckee River approximately halfway between Reno/Sparks and Fernley. The plant uses water from the Truckee River to support its operations.

The City owns a significant quantity of Truckee River water rights. Most of these rights were dedicated to and banked with, the City in anticipation of future development. Under the City's banking agreements, until the water is needed to support future will-serve commitments, the City may use or lease the water for any legal purpose.

Northern Nevada is currently experiencing a severe drought. As a result of the drought, allocations of Truckee River water have been reduced and NV Energy may need supplemental water to maintain operations at the power plant. The city's water rights may be available to use for this purpose.

In anticipation of the Council approving the lease agreement, City staff has already submitted a request to the State Engineer seeking a temporary change in the point of diversion and manner of use of 360 acre-feet of its Truckee River water right permits. Once the temporary permit is issued, and the Water Leasing Agreement is approved, NV Energy can legally begin diverting the water.

Analysis:

Pursuant to NRS 266.267, a city may enter into a lease agreement with a public utility as long as the lease rate equals or exceeds the appraised value of the property. Accordingly, in 2021, the City commissioned a water rights appraiser to determine the market lease value of the 360 acre-feet of water (see attached report). The appraiser's report established the value of the 360 acre-feet of water within a range of \$15,000 to \$18,000.

The terms of the proposed agreement are as follows:

1. The lease payment will be \$18,000.
2. In addition to the lease payment, NV Energy will reimburse Fernley for all legal and engineering costs the City incurs in association with the lease.
3. The term of the lease is from July 1 to October 31.
4. NV Energy must comply with all the terms and conditions of any State Engineer-issued permit.

City staff has reviewed the Agreement, believes approval of the agreement is in the best interests of the City, and recommends approval.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

As with all City contracts, the Water Leasing Agreement places certain legal obligations on the City. The City's outside legal counsel negotiated the Agreement with NV Energy, and the City Attorney has reviewed it for form and content.

FINANCIAL IMPLICATIONS:

The proposed Agreement will provide the City with additional revenue as well as assist the City in its efforts to place its water to beneficial use.

ATTACHMENTS:

1. NV Energy 2022 Water Lease (final)
2. Fernely Water Rights - 2021

WATER LEASING AGREEMENT

THIS WATER LEASING AGREEMENT (“Agreement”) is made and entered by and between the CITY OF FERNLEY, a political subdivision of the State of Nevada, (“Fernley” or “Lessor”) and NV ENERGY, INC., a Nevada corporation (“NV Energy” or “Lessee”).

WHEREAS, Fernley is a municipal subdivision of the State of Nevada created and organized pursuant to Nevada Revised Statutes (“NRS”) Chapter 266, and

WHEREAS, Fernley owns certain Truckee River water rights identified in Claim 3 of the 1944 *Orr Ditch* Decree; and

WHEREAS, NV Energy is a public utility as defined in NRS 704.020 which owns and operates an electric power generating plant located adjacent to the Truckee River in Tracy, Nevada; and

WHEREAS, NV Energy wishes to lease a portion of the City’s permitted Claim 3 water rights and divert said water for power production purposes at the Tracy electric power generating plant; and

WHEREAS, Fernley has sought and obtained an appraisal of the lease value of the water rights in question and the Parties have agreed that the appraisal represents the fair market value of the water rights;

NOW, THEREFORE in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

A. GENERAL PROVISIONS

1. Upon approval by the State Engineer of Application 91673T, Fernley will make available up to 360 acre-feet of surface water (the “Water”) to NV Energy for use at NV Energy’s Tracy power generating facility.
2. On or before July 1, 2022, NV Energy shall pay Fernley the sum of \$ \$18,000 (the “Lease Payment”) for the use of the water rights. NV Energy acknowledges that the Lease Payment represents the fair market value of making the water available for use regardless of whether all of the water is actually used or not. NV Energy shall not be entitled to any refund of the Lease Payment for unused water.

3. In addition to the Lease Payment, NV Energy agrees to reimburse Fernley for all engineering and legal costs incurred by Fernley related to the drafting, preparation, and approval of this lease and with the preparation, submittal, and approval of the temporary change applications filed with the Nevada State Engineer. Fernley shall provide an invoice of said costs to NV Energy no later than August 1, 2022. NV Energy agrees to pay the invoiced charges within 30 days of receipt.
4. NV Energy acknowledges that the diversion and use of the leased water is subject to the terms of the permits issued by the State Engineer, all applicable regulations contained within the Truckee River Operating Agreement, and the control of the Federal Water Master and shall comply with such conditions as regulations when diverting and placing the water to use. NV Energy shall also comply with all other applicable local, state, and federal laws and regulations.
5. NV Energy acknowledges that the State Engineer is not required to approve the temporary change applications, and the City makes no representation or guarantee regarding the likelihood of approval.
6. Lessee shall divert and place the Water to beneficial use only from the point of diversion and at the place of use designated in the temporary permits.
7. In the event the State Engineer denies the temporary change applications, or the Water cannot be delivered to the Tracy Plant point of diversion during the term of the lease, NV Energy shall not be responsible for the Lease Payment and this Agreement shall immediately terminate. However, NV Energy shall remain obligated to reimburse Fernley for its legal and engineering costs pursuant to the provisions of Section A(3) above.

B. TERM OF LEASE / RENEWAL

1. The term of the Lease shall be from July 1, 2022 to October 31, 2022.
2. The Lease is not renewable.

C. ADDITIONAL TERMS

1. Governing Law. This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada.

2. Venue. Any action or proceeding concerning the rights or responsibilities of the parties to this Lease shall be heard and entertained in the State district court in Lyon County, Nevada.
3. Notice. Any notice required pursuant to this Lease shall be sent via certified mail to the address listed below. Each party is responsible for informing the other party of any change in address.

NV Energy

Attn: General Counsel
6226 W. Sahara Avenue, M/S 03.
Las Vegas, NV 89146

City of Fernley

City Manager
595 Silver Lace Boulevard
Fernley, NV 89408

4. Entire Agreement. This Lease (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, without limitation. This Lease may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
5. Incorporation of Recitals. The recitals set forth above are incorporated into this Third Amendment by this reference.
6. Attorney's Fees and Costs. In the event that any Party shall commence any lawsuit, action, or other administrative or judicial proceeding arising from, or concerning, this Agreement whether such lawsuit, action, or proceeding involves causes of action in contract or in tort, at law or in equity, the prevailing Party shall be entitled to recover all costs and expenses associated with such lawsuit, action, or proceeding, including, without limitation, reasonable attorney's fees, expert or consultant fees, and costs. The prevailing Party shall be determined by the court based upon an assessment of which Party's major arguments made or positions taken in the lawsuit, action, or proceeding could fairly be said to have prevailed over the other Party's major arguments or positions.
7. Waiver. No waiver of any breach of any provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. No failure or delay of either Party in the exercise of any right given to such Party under the 1996 Agreement, as amended, shall constitute a waiver thereof unless the time specified for the exercise of the right has expired.

8. Additional Acts. The Parties agree to do and perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to ensure the performance of each of the Parties respective obligations under this Agreement.
9. Time is of the Essence. Time is of the essence with respect to each and every particular of this Agreement.
10. No Waiver. No waiver of any breach of any provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. No failure or delay of either Party in the exercise of any right given to such Party under this Agreement, as amended, shall constitute a waiver thereof unless the time specified for the exercise of the right has expired.

[Signature page follows]

CITY OF FERNLEY

This Water Leasing Agreement was approved by vote of the Fernley City Council on the ____ day of _____, 2021.

Roy Edgington, Jr.
Mayor of Fernley

Attested:

Kimberley Swanson
City Clerk

NV ENERGY

Agreed on this ____ day of _____, 2021

By:

Dave Ulozas
Senior Vice President

A REAL PROPERTY APPRAISAL REPORT

**THREE HUNDRED SIXTY (360.00) ACRE-FEET
OF BANKED WATER RIGHTS**

OWNED BY

**ASSUMED TO BE OWNED BY THE CITY OF FERNLEY,
A POLITICAL SUBDIVISION OF THE STATE OF NEVADA**

PREPARED FOR

**MAYOR ROY EDGINGTON, JR.
CITY OF FERNELY
595 SILVER LACE BOULEVARD
FERNLEY, NEVADA 89408**

PREPARED BY

**HARDUNG - IVEY & ASSOCIATES, LLC
14570 VIRGINIA FOOTHILLS DRIVE
RENO, NEVADA 89521**

A REAL PROPERTY APPRAISAL REPORT

**THREE HUNDRED SIXTY (360.00) ACRE-FEET
OF BANKED WATER RIGHTS**

OWNED BY

**ASSUMED TO BE OWNED BY THE CITY OF FERNLEY,
A POLITICAL SUBDIVISION OF THE STATE OF NEVADA**

PREPARED FOR

**MAYOR ROY EDGINGTON, JR.
CITY OF FERNELY
595 SILVER LACE BOULEVARD
FERNLEY, NEVADA 89408**

FOR THE PURPOSE OF

**CONCLUDE A MARKET RENTAL RATE FOR THE “HYPOTHETICAL”
LEASED FEE INTEREST (OWNER/LESSOR) IN THE REAL PROPERTY**

AS OF

JUNE 29, 2021

HARDUNG - IVEY & ASSOCIATES, LLC

REAL ESTATE APPRAISERS AND CONSULTANTS

Kurt L. Hardung, ARA
Nevada Certified General Appraiser
Nevada Certification Number: A.0000033-CG

John E. Ivey
Nevada Certified General Appraiser
Nevada Certification Number: A.0006223-CG

June 29, 2021

File Number: 21-018

Mayor Roy Edgington, Jr.
City of Fernley
595 Silver Lace Boulevard
Fernley, Nevada 89408

**REGARDING: THREE HUNDRED SIXTY (360.00) ACRE-FEET OF BANKED WATER
OWNED BY THE CITY OF FERNLEY**

Mayor Edgington:

I am pleased to submit the attached real property appraisal that is presented in a summary report regarding the above referenced property. Since a specific water right is not being addressed, I have assumed the ownership to be the City of Fernley, a political subdivision of the State of Nevada.

The purpose of this appraisal is to provide a written conclusion addressing the market rental rate for the leased fee interest (owner/lessor) regarding three hundred sixty (360.00) acre-feet of banked water. This appraisal report has been prepared for Mayor Roy Edgington, Jr., my client. Intended users include my client Mayor Roy Edgington, Jr. and representatives of the City of Fernley. It is my understanding that this appraisal report will be utilized to assist the City of Fernley in leasing water rights on a short-term lease.

This report presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses are retained in my work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. Neither all nor any part of this report shall be used for any purpose by anyone but the client and intended user without my prior written consent. I am not responsible for unauthorized use of this report.

It is important for the readers of this report to understand that my conclusion of value is subject to a series of definitions, assumptions, and/or limiting conditions stated within the attached document and addendum, incorporated by reference.

Mayor Roy Edgington, Jr.

June 29, 2021

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Since the real property being valued is banked water, a physical property is not available for viewing. Therefore, the date of inspection is not applicable. The effective date of value is June 29, 2021, the date I started the appraisal assignment and the attached report is dated June 29, 2021, coinciding with my conclusions.

As a result of the investigation and analysis as set forth in this report, it is my conclusion, based on the assumptions and limiting conditions referenced herein, that the “hypothetical” market rental rate for three hundred sixty (360.00) acre-feet of Fernley banked water, as of June 29, 2021, is:

MARKET RENTAL RATE FOR THREE HUNDRED SIXTY (360.00) ACRE-FEET

BASED ON ONE (1) YEAR LEASE TERM

WITH FERNLEY PAYING ALL HOLDING COSTS \$15,000 to \$18,000

IN TERMS OF CASH OR FINANCIAL ARRANGEMENTS EQUIVALENT TO CASH IN UNITED STATES OF AMERICA DOLLARS. Based on the Assumptions and Conditions contained within the Addenda of this appraisal report. For the purpose of this appraisal report, it is assumed that the title is clear, merchantable, and unencumbered.

Your attention is invited to the supporting data, explanations, and conclusions contained in the body of the attached report. If I may be of further assistance, please call.

Respectfully submitted,

Kurt L. Hardung, ARA

Certified General Appraiser

Nevada License Number A.0000033-CG

This letter must remain attached to the Banked Fernley Water Right Appraisal Report, in order for the value opinion set forth to be considered valid.

TABLE OF CONTENTS

APPRAISAL SUMMARY**PERTINENT DATA**

Subject Property	Three hundred sixty (360.00) acre-feet of Fernley Banked Water
Location	Fernley, Nevada
Owner of Record	Assumed to be the City of Fernley, a political subdivision of the State of Nevada
Client	Mayor Roy Edgington, Jr.
Intended Users	Mayor Roy Edgington, Jr. and representatives of the City of Fernley
Intended Use	Establish a potential market rental rate
Purpose of Report	Provide a market rental rate for the “Hypothetical” leased fee interest
Interest Appraised	“Hypothetical” leased fee interest (owner/lessor)
Current Property Use	As of the effective date of value, the three hundred sixty (360.00) acre-feet of water are banked with the City of Fernley.
Property Viewing	No physical property to inspect
Effective Date of Value	June 29, 2021, which coincides with the beginning of the appraisal process.
Report Date	June 29, 2021, coinciding with my conclusions

CONCLUSIONS

Effective Date of Valuation

June 29, 2021

Highest and Best Use

The water rights are currently a holding property with agricultural uses being a potential interim use.

MARKET RENTAL RATE FOR THREE HUNDRED SIXTY (360.00) ACRE-FEET

BASED ON ONE (1) YEAR LEASE TERM

WITH FERNLEY PAYING ALL HOLDING COSTS \$15,000 to \$18,000

IN TERMS OF CASH OR FINANCIAL ARRANGEMENTS EQUIVALENT TO CASH IN UNITED STATES OF AMERICA DOLLARS.

Based on the Assumptions and Conditions contained within this appraisal report.

For the purpose of this appraisal report, it is assumed that the title is clear, merchantable, and unencumbered.

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INTRODUCTION

CLIENT

Mayor Roy Edgington, Jr.
City of Fernley
595 Silver Lace Boulevard
Fernley, Nevada 89408

INTENDED USERS

Mayor Roy Edgington, Jr. (client) and representatives for the City of Fernley

REPORT TYPE

Appraisal Report

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to provide a conclusion for the market rental rate for the leased fee interest (owner/lessor) in the real property.

INTENDED USE OF THE APPRAISAL

Internal Management

PROPERTY RIGHTS APPRAISED

Leased fee interest (owner/lessor) in the real property

FEE SIMPLE ESTATE DEFINED

Absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”¹

LEASED FEE INTEREST DEFINED

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual land-lord-tenant relationship (i.e., a lease).²

¹The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, IL, p. 78

² The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Page 111

LEASEHOLD INTEREST

The tenant's possessory interest created by a lease.³

LEGAL DESCRIPTION

Not Applicable

OWNER OF RECORD

Assumed to be the City of Fernley, a political subdivision of the State of Nevada

OWNERSHIP HISTORY

A specific ownership history could not be provided as the three hundred sixty (360.00) acre-feet are banked water with the City of Fernley and is generic, i.e., not a specific water right.

DATE OF PROPERTY VIEWING

No physical property to inspect.

EFFECTIVE DATE OF VALUATION

June 29, 2021, which coincides with the beginning of the appraisal process.

REPORT DATE

June 29, 2021, coinciding with my conclusions

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³ IBID, Page 111

SCOPE OF WORK

Introduction

Within this appraisal report, three hundred sixty (360.00) acre-feet of banked water with the City of Fernley are being addressed. This appraisal report does not address City resolutions/ordinances, the process of banking water (transferring a water right to the City of Fernley), and/or the process to obtain will serve letters, as this is not within the scope of this assignment.

The value of the three hundred sixty (360.00) acre-feet of water are predicated upon my water right search as presented and itemized within this appraisal report. I am not a licensed water right surveyor or engineer and the client may find it beneficial to retain the services of a professional to formally document the status of appurtenant water rights. In this regard, I reserve the right to amend and modify the report if conflicting information is revealed.

Physical Characteristics and Legal Characteristics

As previously discussed, a physical property does not exist. The physical and legal characteristics of the property right are inherent with the municipality of the City of Fernley, i.e., the water is banked with the City of Fernley and it is readily available for use.

For the purpose of this appraisal report, it is assumed that the title is clear, merchantable, and unencumbered.

Economic Characteristics

The City of Fernley has accepted water rights, transferred the water right vesting to the City of Fernley, and holds the water right for future use. To my knowledge water rights are not typically leased within the City of Fernley. Therefore, the water right is currently a holding property with agricultural uses being a potential interim use.

SCOPE OF WORK (Continued)**Type and Extent of Data Researched**

Leases of water rights and land leases with water rights were researched.

Based on my research, I could not locate any recorded leases with the Lyon County and Churchill County Recorders Office. Also, it is uncommon for farm leases to be recorded. Therefore, I contacted farmers in the Lahontan Valley region that lease farm ground. Based on my discussion with these farmers, they would divulge only lease rates. It is important to note that the farm rental market in Lahontan Valley is competitive and lessees are protective of this kind of information. I will only be reporting the price per acre or the price per acre foot.

Type and Extent of Analysis Applied

Within this appraisal report, I have not presented a Market Area description or Neighborhood Description. My client is familiar with the area and a description will be provided upon request.

The value opinion presented in this report is based upon my review and analysis of the market conditions affecting water rights in the Fernley area. The subject property does not warrant an extensive highest and best use study.

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APPRAISAL ISSUES

I have been requested to provide an “As-Is” market value conclusion in regards to the value of three hundred sixty (360.00) acre-feet of water owned by the City of Fernley as fee simple. I have further been requested to provide a market rental rate for irrigation water delivered through the Truckee-Carson Irrigation District (TCID). To provide a market rental rate, several issues arise.

On January 5, 2008, the TCID irrigation canal breached. Currently, the Bureau of Reclamation is allowing 350 Cubic Feet per Second (CFS) flow in the canal. It is my understanding that the Bureau of Reclamation is completing a study and future flow is to be determined. Therefore, the durability and quantity of water may change.

It is my understanding that the City of Fernley and Churchill County have a cooperative agreement allowing water to flow from Fernley into Churchill County for dust control/revegetation. It could be possible that an agreement between the City of Fernley and Churchill County be put into place for irrigation, similar to dust control. Irrigation water may be used within the City of Fernley without any agreements.

Based on my discussion with the Truckee-Carson Irrigation District (TCID), for delivery of irrigation water, safety is the main issue. Prior to delivery, all ditches and irrigation system need to be operational.

The Truckee-Carson Irrigation District currently charges a flat fee for 4.5 acre-feet. Over 4.5 acre-feet, the Operating and Maintenance (O&M) cost and administration charge.

To lease water, the State of Nevada - Department of Conservation and Natural Resources - Division of Water Resources, may require a water right transfer.

SCOPE OF WORK GENERAL COMMENTS

- It is important for the readers of this report to understand that my opinion of value is subject to a series of assumptions and/or limiting conditions as stated in this report and as set forth in Addenda “A” and incorporated herein by reference.
- This report is an Appraisal Report in accordance with Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it presents sufficient information to enable the client and intended user, as identified, to understand it properly.
- This report is intended to conform to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).
- No responsibility is assumed for matters which are legal in nature, and for the purpose of this appraisal report, it is assumed that the title is clear, merchantable, and unencumbered.

EXTRAORDINARY ASSUMPTION DEFINED

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusion.

Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.⁴

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Uniform Standards of Professional Appraisal Practice and Advisory Opinions 2012-2013 Edition, Promulgated by The Appraisal Foundation

EXTRAORDINARY ASSUMPTIONS

1. It is assumed that the three hundred sixty (360.00) acre-feet of water are owned by the City of Fernley, a political subdivision of the State of Nevada.
2. To complete this analysis, I have assumed that three hundred sixty (360.00) acre-feet of fee simple owned water is available for lease from the City of Fernley. I further assumed that the transfer of water is legal and acceptable by the Truckee-Carson Irrigation District (the managing entity of irrigation water) and the State of Nevada - Department of Conservation and Natural Resources - Division of Water Resources.

HYPOTHETICAL CONDITION DEFINED

That which is contrary to what exists but is supposed for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.⁵

HYPOTHETICAL CONDITIONS

Since the 360 acre-feet are not leased, this analysis is based on the “Hypothetical” condition that the water is leased.

Without the use of the preceding assumptions/conditions, the report results could be different.

⁵

Uniform Standards of Professional Appraisal Practice and Advisory Opinions 2012-2013 Edition, Promulgated by The Appraisal Foundation

PROPERTY DESCRIPTION

INTRODUCTION - NEVADA WATER RIGHTS

Overview

All of the area within the present State of Nevada except that south of the 37th parallel was included in the Territory of Utah, which was established September 9, 1850. The separate Territory of Nevada was created March 2, 1961. Nevada was admitted to the Union as a State by proclamation of the President October 31, 1864.

The necessity of practicing irrigation in the production of crops, in view of the semiarid condition prevailing in Nevada, and the vital importance of water for other purposes as well, have been recognized repeatedly by the courts. As a Federal court said:

The court knows judicially that water in many sections of this great Western country is its very lifeblood. The evidence show that it is so with respect to the properties here in question.

Irrigation in Nevada began about 1849, as an incident to the early development of mining. It remained supplementary to the mining industry until about 1860.

SOURCE: The Nevada Law of Water Rights: 1955

Decree Rights

These rights are fixed by court decrees; namely, Federal district courts, and State district courts. Decrees allocate surface and groundwater in a stream or watershed to named users who may be a person or entities. The decree designates acreage to be irrigated, duty of water, quantity of water, priority of the right, and often the method of diversion and transportation.

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Applicant to State Engineer for Permit

Any person who wishes to appropriate any of the public water, or to change the place of diversion, manner of use or place of use of water already appropriated, shall, before performing any work in connection with such appropriation, change in place of diversion or change in manner or place of use, apply to the State Engineer for a permit to do so. (NRS 533.325)

Permit

A permit to appropriate water grants the right to appropriate a certain amount of water from a particular source for a certain purpose and to be used at a definite location. In other words, the consent of the state is given a manner provided by law to acquire waters and gives the holder of the permit only a partial or incomplete right. This can become a legal and complete appropriation only upon: (1) completion of the works of diversion; (2) the placing of the water to beneficial use; and (3) filing the proofs required. Such a right may be lost to the holder of the permit if he fails to meet the statutory requirements.

SOURCE: Water For Nevada, Prepared by the State Engineer's Office, September 1974, Pages 12 - 13

Certificate

Once the proof of beneficial use (proofs) have all been filed and the other terms of the permit complied with, the State Engineer prepares a certificate describing the use to be made of the water as shown on the Proof of Beneficial use. Upon payment of the recording fee, the State Engineer records the certificate in the proper county and in the office of the Division of Water Resources, with a copy going to the permit holder.

The date of priority of the certificate is the date of the original filing of the application in the Division of Water Resources office. SOURCE: Water For Nevada, Prepared by the State Engineer's Office, September 1974, Page 15

PROPERTY DESCRIPTION

No physical property is available to describe. The property being appraised is three hundred sixty (360.00) acre-feet of banked water with the City of Fernley.

The water right or three hundred sixty (360.00) acre-feet of water originate from the Orr Ditch Decree, as defined In the District Court of the United States in and for The District of Nevada, in Equity Docket No. A3, The United States of America, Plaintiff vs. Orr Water Ditch Company, et al., Defendants, Final Decree.

MARKET RENTAL RATE ANALYSIS

LEASED FEE INTEREST (OWNER/LESSOR)
REGARDING THREE HUNDRED SIXTY (360.00) ACRE-FEET

ANALYSIS OF THE LEASED FEE INTEREST FOR THREE HUNDRED SIXTY (360.00) ACRE- FEET OF WATER

Based on my research, I was able to locate two (2) water right leases in Lahontan Valley. Both farmers requested all particular information remain confidential. Both water rights are for 3.5acre-feet per acre and the lease rate is \$150 per acre or \$43± per acre foot on an annual basis. Specific acreage could not be obtained. The lessor pays the water assessment and the administration cost. This is similar to the City of Fernley banked water with basically no holding costs. Also, please note that the Fernley region, Swingle Bench, and the bench ground in Lahontan Valley are water righted for 4.5 acre-feet per acre.

Next, I considered farm sales which range from \$7,500 per acre to \$10,000 per acre depending on size and location. For the purposes of this analysis, I will utilize the mid point or \$8,750 per acre. Following is a summary of the various components.

Unit	Price	Ratio
Land and Water (\$7,500 per acre to \$10,000 per acre) Price per acre depends on the size of acreage	\$8,750 per acre (the mid point)	100%
Water Contribution	\$7,250 per acre	83%±
Land Contribution	\$1,500 per acre	17%±

In discussion with two (2) farmers that leased considerable farm acreage, the most current rental rate is \$200 per acre for land and water.

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Next, I will apply the ratio to the market rental rate for land and water of \$175 per acre.

Unit	Rental Rate	x	Ratio	Itemized Rental Rate
Water	\$200 per Acre	x	83%±	\$166± per acre
Land	\$200 per Acre	x	17%±	\$34± per acre
Land and Water	\$200 per Acre	x	100%	\$200 per Acre

Since the \$166 is for an acre, it will be divided by 3.5 acre-feet, correlated to the water right leases, resulting \$47± per acre-foot. Due to the subjectivity of this method, I have selected \$50 per acre-foot. This is based on the City of Fernley paying the O&M charge and Administrative costs. The preceding analysis is based on a short term lease of one (1) season or less, similar to water leases.

RECONCILIATION AND FINAL VALUE ESTIMATE

In the final property value reconciliation the appraiser weighs the relative significance, applicability, and defensibility of the indications of value derived from each of the approaches and places the most weight and reliance on the one which, in his professional judgement, best approximates the value sought in the appraisal. In this assignment, the value sought is market value which represents what the typical, informed, rational purchaser would pay for the subject property if it were available for sale on the open market, as of the date of valuation, given all data analyzed in this report.

I searched for market leases of irrigation water and found two (2) leases in the Lahontan Valley. Next, I completed a ratio analysis of land and water. This analysis resulted \$50± per acre-foot based on a lease term of one (1) season or less.

In summary, the range established by the two (2) methods' ranges from a low of \$43± per acre-foot to a high of \$50± per acre-foot. Taking 360 acre-feet times \$43 per acre-foot equals \$15,480, say \$15,000. Taking the high of \$50 per acre-foot times 360 acre-feet equals \$18,000.

As a result of the investigation and analysis as set forth in this report, it is my conclusion, based on the assumptions and limiting conditions referenced herein, that the market value for the three hundred sixty (360.00) acre-feet of Fernley banked water, as of June 29, 2021, is:

MARKET RENTAL RATE FOR THREE HUNDRED SIXTY (360.00) ACRE-FEET

BASED ON ONE (1) YEAR LEASE TERM

WITH FERNLEY PAYING ALL HOLDING COSTS \$15,000 to \$18,000

IN TERMS OF CASH OR FINANCIAL ARRANGEMENTS EQUIVALENT TO CASH IN UNITED STATES OF AMERICA DOLLARS.

Based on the Assumptions and Conditions contained within page ten (10) and eleven (11) of this appraisal report.

For the purpose of this appraisal report, it is assumed that the title is clear, merchantable, and unencumbered.

EXPOSURE & MARKETING TIME

Since this appraisal addresses a rental rate, exposure and marketing time are not applicable.

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ADDENDUM

ADDENDA “A”

ASSUMPTIONS AND LIMITING CONDITIONS

STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal assignment has been accepted and the accompanying report has been made subject to the following assumptions and limiting conditions (as well as any other assumptions and limiting conditions specified in the report itself):

1. LIMITATION OF LIABILITY

The liability of the Appraiser and his employees and subcontractors, if any, is limited to the client only and, in the event of any such liability, the maximum amount of liability of the Appraiser(s), employees and subcontractors shall be capped at the amount of the fee actually received by Appraiser(s) from the client for the appraisal from which such liability arose. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client or used by any third party, the client shall make such party aware of all limiting conditions and assumptions of the appraisal assignment and any and all related discussions. The Appraiser(s) is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of any lawsuit or other legal or governmental proceeding, including without limitation limited partnerships or syndication offerings or stock offerings in real estate, and all, client agrees to hold Appraiser(s) completely harmless in any such action from any and all attorney fees and expenses, expenses of experts or other specialists, awards, settlements of any type in such suit, regardless of outcome.

2. COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use without the prior written consent of the Appraiser, which consent may be subject to additional qualifications and limitations as determined by the Appraiser in his sole discretion. The physical report(s) are the copyrighted work of the Appraisers(s) and shall remain the property of the Appraiser(s). The client is hereby granted a limited and personal license to use the report.

The Bylaws and Regulations of the *American Society of Farm Managers and Rural Appraisers* require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Subject to the terms and obligations set forth herein, the client may request from the Appraiser(s) a reasonable number of additional copies (at a cost sufficient to cover the Appraiser's time and materials for such additional copies) of this appraisal report in its entirety for distribution and use by third parties as he may select. Neither all nor any part of this appraisal report, or copy thereof, shall be disseminated or conveyed to the general public by the use of advertising media, public relations, news, sales or other media without the prior written consent of the Appraiser(s). In addition, the Appraiser(s), client, firm, or professional organization of which the Appraiser(s) is a member shall not be publicly identified without the prior written consent of the Appraiser(s), which consent may be withheld or denied in the sole discretion of the Appraiser(s).

3. CONFIDENTIALITY

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appears on the appraisal report, unless indicated as "Review Appraiser." No change of any item in the report shall be made by anyone other than the Appraiser(s). The Appraiser(s) and firm shall have no responsibility if any such unauthorized change is made.

The Appraiser(s) shall not divulge the material (evaluation) contents of the report, analytical findings, or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the American Society of Farm Managers and Rural Appraisers and Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

4. INFORMATION USED

Information furnished by others is believed to be true, correct and reliable and has, in fact, been relied upon by the Appraiser in this appraisal assignment and this report. No responsibility is assumed for accuracy of information furnished by work of or work by others, the client, his designee, or public records. The property description supplied to the appraiser is assumed to be correct. Unless expressly identified otherwise in the report, no survey of the property has been reviewed by the Appraiser(s), and no responsibility is assumed in connection with such matters. The Appraiser(s) is not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with the Appraiser(s) and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds or subject property.

5. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE

The contract for appraisal, consultation or analytical service is fulfilled and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. In the event that this report is expected to be or is submitted as part of any court proceeding or hearing, the client shall give the Appraiser(s) adequate notice in writing and in advance so that the Appraiser may seek appropriate protections for the confidentiality of the report. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of the party issuing or requesting the subpoena or testimony.

6. EXHIBITS

Any and all illustrative materials, including without limitation sketches, maps, plot plans and photographs, in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Site plans are not surveys unless shown from separate surveyor.

7. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL NATURE HIDDEN COMPONENTS, SOIL

No responsibility is assumed for matters legal in character or nature, nor any of architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report. The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by the Appraiser(s).

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage, and such (seek assistance from qualified architect and/or engineer) nor matters concerning liens, title status, and legal marketability (seek legal assistance), and such. The lender and owner should inspect the property before any disbursement of funds; further, it is likely that the lender or owner may wish to require mechanical or structural inspections by qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser(s) has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. The Appraiser(s) has not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The Appraiser(s) does not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal presumes that there are no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render the property site more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by the Appraiser(s) as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for subject age and type.

If the Appraiser(s) has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above-mentioned items.

The Appraiser(s) assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

8. LEGALITY OF USE

The appraisal presumes that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report. In addition, the appraisal presumes that all applicable zoning, building, use regulations and restrictions of any type have been fully complied with unless otherwise stated in the report. This appraisal further presumes that all required licenses, certificates, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

9. COMPONENT VALUES

The distribution of the total valuation in this report between land and improvements, if included in this report, applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

10. AUXILIARY AND RELATED STUDIES

No environmental or impact studies, special market study or analysis, special highest and best use study or feasibility study has been requested or made for this appraisal and this report unless otherwise specified in an agreement for services or in the report.

11. DOLLAR VALUES, PURCHASING POWER

The market value estimated and the costs used are as of the date of the estimate of value. All dollar amounts are based on the purchaser power and price of the dollar as of the date of the value estimates.

12. **VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF ESTIMATE BY APPRAISER**

The estimated market value, which is defined in the report, is subject to change with market changes over time; value is highly related to exposure, time, promotional effort, terms, motivation, and conditions. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace as of the date of value and is an estimate only, made by standardized means, and not a guarantee of value. In addition, some analysis performed by the Appraiser may be based on information, surveys or data published by third parties, which information, surveys and data the Appraiser(s) presume to be valid and accurate.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; they are thus subject to change as the market and value is naturally dynamic.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

Appraisal report and value estimate are subject to change if physical or legal entity or financing different than that envisioned in this report.

13. **INCLUSIONS**

Furnishings and equipment or personal property or business operations, except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate unless otherwise stated. In some property types, business and real estate interests and values are combined.

14. **PROPOSED IMPROVEMENTS, CONDITIONED VALUE**

Improvements proposed, if any, on-site or off-site, as well as any repairs required are presumed for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the Appraiser(s). In cases of proposed construction, the appraisal is subject to change upon inspection of property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected, provided that information from third parties, including the client, is believed to be true, correct and reliable for purposes of this appraisal assignment and this report.

15. **MANAGEMENT OF THE PROPERTY**

This report and the appraisal assumes that the property which is the subject of this report is and will be under prudent, financially sound, and competent ownership and management; neither inefficient nor superefficient.

16. **FEE**

The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report or the physical report itself.

17. INSULATION AND TOXIC MATERIALS

Unless otherwise stated in this report, the Appraiser(s) signing this report has no knowledge concerning the presence or absence of toxic materials and/or urea-formaldehyde foam insulation in existing improvements or the existence of hazardous material, which may or may not be present on the property; if such is present, the value of the property may be adversely affected and reappraisal at additional cost will be necessary to estimate the effects of such. The value conclusions in this report are predicated on the assumption that there are no such materials on or in the property or any existing improvement that would cause a loss of value.

18. AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The Appraiser(s) has not made a specific compliance survey and analysis of this property and any existing improvements to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property and any existing improvements, together with a detailed analysis of the requirements of the ADA, could reveal that the property and/or existing improvements are not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Unless specifically addressed in this report, the Appraiser(s) did not consider possible non-compliance with the requirements of ADA in estimating the value of the property and the value conclusions in this report are predicated on the assumption that there is not any non-compliance with the requirements of the ADA that would cause a loss of value.

19. CHANGES, MODIFICATIONS

The Appraiser(s) reserves the right, but disclaims any duty or obligation, to alter, amend, revise or rescind statements, analyses, conclusions or any value estimate in the appraisal if there becomes known to him facts pertinent to the appraisal process which were unknown to him when the report was finished.

20. ACCEPTANCE OF AND/OR USE OF THIS APPRAISAL REPORT BY CLIENT OR ANY
THIRD PARTY CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS,
INCLUDING WITHOUT LIMITATION THE LIMITATION OF APPRAISER(S) LIABILITY
TO THE STATED CLIENT ONLY AND ONLY UP TO THE AMOUNT OF THE FEE
RECEIVED BY THE APPEASER FOR THIS REPORT AS DESCRIBED ABOVE.

ADDENDA “B”

APPRAISER QUALIFICATIONS

KURT L. HARDUNG, ARA - QUALIFICATIONS

EDUCATION

B.S. Degree in Agricultural Resource Economics from the University of Nevada, Reno

PROFESSIONAL DESIGNATIONS

Accredited Rural Appraiser (ARA) - Awarded by American Society Farm Managers and Rural Appraisers (ASFMRA) to those members who have years of experience, are technically trained, have passed a rigid examination, and subscribe to a high code of ethics.

STATE CERTIFICATION

State of Nevada: Certified General Appraiser - License Number A.0000033-CG

BACKGROUND: EXPERIENCE

County Executive Director, USDA-ASCS	1984-1986
Appraiser, Kelly G. Decker, Real Estate Appraiser & Consultant	1986-1988
Appraiser, Timothy R. Morse, MAI, SRPA	1988
Farm & Ranch Appraiser, Western Farm Credit Bank	1988-1990
Rural Properties Analyst, First Interstate Bank	1990
Appraisal Program Manager, Intermountain Federal Land Bank Association	1991-1993
AgCredit Financial, ACA	1994-2004
Appraiser, Daniel A. Leck, MAI, Real Estate Appraiser & Consultant	1993-2002
Kurt L. Hardung, ARA Real Estate Appraiser & Consultant	2002 - Present

TYPES/PURPOSE OF APPRAISALS COMPLETED

Real Property
Single Family Residential
Acreage - Subdivisions - Vacant Parcels
Farms - Ranches - Dairys - Permanent Plantings
Water Rights
Commercial (Income Properties) - Retail and Industrial
Condemnation
Personal Property (Chattel)
Cattle
Agricultural Equipment
Construction Equipment
Agricultural Corporations and Limited Liability Companies

COURT EXPERIENCE

United States District Court - District of Nevada
State of Nevada - District Court
USDA - Appeals Court
Court Master



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 20, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Salvador Pleitez

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

520-166100

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

(Possible action) Discussion to approve a contract with Gerhart & Berry Construction for the Rehabilitation work at the West Lift Station Project in an amount not to exceed \$1,499,873.00

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract for Construction of the upcoming Rehabilitation Project at the West Lift Station. Gerhart & Berry Construction is the apparent low bidder and has the necessary experience to complete the work as outlined in the scope of the Project.

RECOMMENDED MOTION:

I move to approve the contract with Gerhart & Berry in the amount not to exceed \$1,499,873.00 for the Construction Services for the proposed improvements for the Rehabilitation of the West Lift Station.

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 West Lift Station as presently configured, is capable of pumping current flow volumes, but two factors make the rehabilitation necessary.

1. The concrete in the current wet well, manholes and bar screen have pitted and deteriorated and are in need of immediate repair. Other components of the lift station, including isolation valves and the bar screen, have had increasing issues as well.
2. Recent development activity in the area will challenge the capacity of the existing lift station. Since the lift station is in need of repairs, staff recommends making capacity improvements as well to prepare the lift station for the increasing sewer flows as the area develops over time.

The contract would allow the Engineering Department to utilize the services of Gerhart & Berry, the apparent low bidder on this project, to construct improvements to the lift station. The bid from Gerhart & Berry includes the upgrade and replacement of the pumps and the wet well, upgrade of obsolete electrical components, replacement of various sewer mains and valves to upgrade the lift station capable of pumping the ultimate projected flows in the western portion of the City.

The West Lift Station pumps sewer flows conveyed from the Tributary areas labeled in the 2009 Sewer Master Plan Update identified as Phase 3 improvements consisting of flows identified in said master plan as: West Plant 1, West plant 2, The City's Water Treatment Plant, Love's and Pilot Area. These tributary flows combine for a total 1,437 GPM Maximum Ultimate Design Flows in the above-mentioned study. The upgrade identified in the 2009 Sewer Master Plan Update calls for an increase of the pumps to an ultimate discharge rate of 1500 GPM. After this upgrade, the lift station should only require periodic maintenance, but the pumps and electronic systems should not require upsizing.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338 - Public Works

FINANCIAL IMPLICATIONS:

The estimated budget for the project was \$1,000,000.00. The low bid was \$1,499,873.00. The City will utilize ARPA funding to pay for the design and construction of the project.

The low bid of \$1,499,873.00 includes a 5% contingency of \$75,000 to cover the cost of changes during construction.

ATTACHMENTS:

1. Shaw_Recommendation of Award & Bid Tab
2. Bid_Gerhardt & Berry Construction, Inc
3. Gerhardt & Berry Construction_Contract-20220422
4. ARPA Requirements



SHAW ENGINEERING
Trusted Engineering Expertise

March 30, 2022

Salvador Plietez, P.E.
Senior Project Manager
Fernley, Nevada
595 Silver Lace Blvd.
Fernley, Nevada 89408

RE: West Lift Station Reconstruction
Recommendation of Award

Dear Mr. Plietez:

Two bids were received for the West Lift Station Reconstruction Project. Please see the attached bid tabulations for all bids received. Gerhardt and Berry Construction was the apparent low bidder with a base bid price of \$1,499,873.00. Gerhardt and Berry Construction has satisfactorily completed the forms associated with the bid proposal package, and in the opinion of Shaw Engineering, has submitted a responsive and responsible bid. Furthermore, Gerhardt and Berry Construction is qualified to perform the work with regard to license and experience.

Shaw Engineering recommends awarding this project to Gerhardt and Berry Construction for a total amount of \$1,499,873.00. This award should be contingent upon no formal protests being filed per Article 25.06 contained in the Information for Bidders which allows for a formal protest within 5 Days of this letter of recommendation.

If you have any questions or comments please feel free to call anytime.

Sincerely,

Cody R. Black, P.E.
Project Engineer

City of Fernley
West Lift Station Reconstruction
Bid Tab
March 29th 2022

Item No.	Description	Unit	Quantity	Engineers Estimate		Farr Construction dba Resource Development Company		Gerhardt and Berry Construction	
				Price Per Unit	Total Price	Price per Unit	Total Price	Price per Unit	Total Price
1	Mob/demob	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 80,500.00	\$ 80,500.00	\$ 54,000.00	\$ 54,000.00
2	Bypass Pumping	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 41,100.00	\$ 41,100.00	\$ 44,315.00	\$ 44,315.00
3	Demo/Abandon Piping, Valves, Vaults, Manholes	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 163,000.00	\$ 163,000.00	\$ 47,750.00	\$ 47,750.00
4	Wet Well and Vaults	LS	1	\$ 190,000.00	\$ 190,000.00	\$ 396,800.00	\$ 396,800.00	\$ 449,863.00	\$ 449,863.00
5	Submersible Sewage Pumps, Bases, Mixer, and Discharge Apputnanances	LS	1	\$ 96,000.00	\$ 96,000.00	\$ 195,900.00	\$ 195,900.00	\$ 196,250.00	\$ 196,250.00
6	Existing FM Tie-In	LS	1	\$ 12,500.00	\$ 12,500.00	\$ 49,300.00	\$ 49,300.00	\$ 6,875.00	\$ 6,875.00
7	48" SSMH	EA	2	\$ 14,000.00	\$ 28,000.00	\$ 48,000.00	\$ 96,000.00	\$ 10,250.00	\$ 20,500.00
8	60" SSMH	EA	1	\$ 23,000.00	\$ 23,000.00	\$ 70,600.00	\$ 70,600.00	\$ 22,580.00	\$ 22,580.00
9	12" Drop Bowl	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 6,100.00	\$ 6,100.00	\$ 6,500.00	\$ 6,500.00
10	8" SDR 35 PVC Pipe	LF	35	\$ 150.00	\$ 5,250.00	\$ 605.00	\$ 21,175.00	\$ 175.00	\$ 6,125.00
11	10" SDR 35 PVC Pipe	LF	140	\$ 190.00	\$ 26,600.00	\$ 464.00	\$ 64,960.00	\$ 185.00	\$ 25,900.00
12	12" SDR 35 PVC Pipe	LF	65	\$ 230.00	\$ 14,950.00	\$ 453.00	\$ 29,445.00	\$ 190.00	\$ 12,350.00
13	Mechanical Piping	LS	1	\$ 130,000.00	\$ 130,000.00	\$ 131,300.00	\$ 131,300.00	\$ 151,175.00	\$ 151,175.00
14	Concrete/Grout	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 29,000.00	\$ 29,000.00	\$ 33,850.00	\$ 33,850.00
15	Electrical	LS	1	\$ 125,000.00	\$ 125,000.00	\$ 236,200.00	\$ 236,200.00	\$ 290,590.00	\$ 290,590.00
16	SCADA Integration	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ 56,250.00	\$ 56,250.00
17	Force Account	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Construction Subtotal				\$997,800.00		\$1,731,380.00		\$1,499,873.00	

15% Contingency \$149,670.00
Total \$1,147,470.00

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u># 1</u>	<u>3/23/2022</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- K. Bidder is aware that Project funding is being provided in whole or in part by the City of Fernley.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

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

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID SCHEDULE – West Lift Station Improvements					
Item No.	Description	Unit	Est. Qty.	Unit Price	Bid Price
1	Mobilization / Demobilization	LS	1	-	\$ 54,000.00
2	Bypass Pumping	LS	1	-	\$ 44,315.00
3	Demo/Abandon Piping Valves, Vaults, Manholes	LS	1	-	\$ 47,750.00
4	Precast Concrete Wet Well and Vaults	LS	1	-	\$ 449,863.00
5	Submersible Sewage Pumps, Bases, Mixer, and Discharge Appurtanances	LS	1	-	\$ 196,250.00
6	Existing FM Tie-In	LS	1	-	\$ 6,875.00
7	48" SSMH	EA	2	\$ 10,250.00	\$ 20,500.00
8	60" SSMH	EA	1	\$ 22,580.00	\$ 22,580.00
9	12" Drop Bowl	LS	1	\$ 6,500.00	\$ 6,500.00
10	8" SDR 35 PVC Pipe	LF	35	\$ 175.00	\$ 6,125.00
11	10" SDR 35 PVC Pipe	LF	140	\$ 185.00	\$ 25,900.00
12	12" SDR 35 PVC Pipe	LF	65	\$ 190.00	\$ 12,350.00
13	Mechanical Piping	LS	1	-	\$ 151,175.00
14	Concrete Flatwork and Grout	LS	1	\$ 33,850.00	\$ 33,850.00
15	Electrical	LS	1	-	\$ 290,590.00
16	SCADA Integration	LS	1	-	\$ 56,250.00
17	Force Account	LS	1	\$ 75,000	\$ 75,000.00
Total Base Bid Price (Sum of Items 1 thru 17)					\$ 1,499,873.00

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bid item clarifications are located in Summary of Work Section 01110 of the Technical Specifications.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Evidence of Authority to sign (if required);
- B. List of Proposed Subcontractors;
- C. List of Proposed Material Suppliers;
- D. Affidavit of Preferential Bidder Status and Preference Bidding Certification Uniform Affidavit of Certification;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Gerhardt + Berry Construction, Inc.

By:

[Signature]



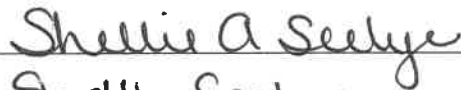
[Printed name]

Greg Gerhardt

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Shellie Seelye

Title:

Admin. Assist.

Submittal Date:

3/29/22

Address for giving notices:

Gerhardt + Berry Construction

PO Box 51749

Sparks, NV 89435

Telephone Number:

775-359-8817

Fax Number:

775-359-1945

Contact Name and e-mail address:

Greg Gerhardt

greg@gerhardtandberry.com

Bidder's/Contractors

License No.:

10813A

++END OF BID SCHEDULE++

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BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): Gerhardt & Berry Construction, Inc.
2134 Kleppe Lane
Sparks, NV 89431

SURETY (Name, and Address of Principal Place of Business): Great American Insurance Company
301 E Fourth Street
Cincinnati, OH 45202

OWNER (Name and Address): City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

BID

Bid Due Date: March 29th, 2022
Description: West Lift Station Reconstruction

BOND

Bond Number: N/A

Date: March 22, 2022

Penal sum _____ **Five Percent of Total Amount Bid** _____ **\$ 5% of Total Amount Bid** _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Gerhardt & Berry Construction, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Greg Gerhardt
Print Name

President
Title

Attest:

Signature

Title Admin Assist.

SURETY

Great American Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Patricia Owens
Print Name

Attorney-In-Fact
Title

Attest:

Signature Carey Morgan

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 21605

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
NICK ROSSI	ALL OF	ALL
TERI WOOD	RENO, NEVADA	\$100,000,000
PATRICIA OWENS		
ANDREA CANTLON		
BREANNA BOATRIGHT		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of FEBRUARY, 2021

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 19TH day of FEBRUARY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 22nd day of March, 2022



My L C. B.

Assistant Secretary

LIST OF PROPOSED SUBCONTRACTORS

This List is being provided by the **OWNER** pursuant with NRS 338.141, Subsection 1, Part a.

Is the Bidder going to utilize any subcontractors in excess of three percent of the total amount shown in the base Bid amount? Yes No (circle one)

If "**No**", list below the name and address of the Bidder (Prime Contractor) who will be performing 97% or more of the Work under this Contract:

If "**Yes**", then each Bidder shall list below the name and business address of each subcontractor who will perform Work or render service under this Contract in or about the construction of the improvement, or a Subcontractor licensed by the State of Nevada who specially fabricates and installs a portion of the Work or improvement according to the Contract Documents, and shall also list the portion of the Work which will be done by such Subcontractor. Bidder shall also list himself as completing all other work in excess of three percent and not specifically indicated as being done by a subcontractor in the space indicated.

List the Portion of the Work	Subcontractor Information (if work is to be performed by prime contractor or subs for item are 3% or less list name of prime contractor)
Electrical	Name: <u>San Joaquin Electric</u>
	Address: <u>8985 Double Diamond Pkwy B9</u> <u>Reno, NV 89521</u>
	License Number: <u>67932</u>
SCADA	Name: <u>San Joaquin Electric</u>
	Address: <u>8985 Double Diamond Pkwy B9</u> <u>Reno, NV 89521</u>
	License Number: <u>67932</u>
Bypass Piping	Name: <u>PAC Machine Co.</u>
	Address: <u>1246 Glendale Ave.</u> <u>Sparks NV 89431</u>
	License Number: <u>75936</u>
Video Camera Inspection	Name: <u>Savage + Son</u>
	Address: <u>3101 Yori Ave.</u> <u>Reno, NV 89502</u>
	License Number: <u>18275</u>

all other work	Name: Gerhardt + Berry Const.
	Address: PO Box 51749 Sparks, NV 89435
	License Number: 10813A
	Name:
	Address:
	License Number:
	Name:
	Address:
	License Number:
<i>Note: Providing the subcontractor DUNS Number and CAGE Code and participation in SAM can be addressed after the Bid opening providing they are submitted within 14 days after the Notice of Award (this is only required for sub contracts equal to or exceeding \$25,000). If the Bidder fails to provide this information, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid Security of the Bidder will be forfeited.</i>	

LIST OF PROPOSED MATERIAL SUPPLIERS

The Bidder shall indicate opposite each item listed below the name of the manufacturer of the equipment or material proposed to be furnished under the Bid.

Equipment/Material

Manufacturer

- | | |
|-----------------------------|-----------------------|
| 1. Manholes | Jensen Precast |
| 2. Wetwell/Vaults | Jensen Precast |
| 3. Pipe | Western Nevada Supply |
| 4. Bypass Pumps | PAC Machine Co. |
| 5. Submersible Sewage Pumps | PAC Machine Co. |
| 6. Mixer | PAC Machine Co. |
| 7. Valves | Western Nevada Supply |
| 8. | |
| 9. | |
| 10. | |

All materials suppliers with contracts equal to or exceeding \$25,000 must obtain and provide a DUNS Number and CAGE Code and be active in SAM. This information shall be supplied after execution of the Agreement with the Bidder.

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00440-4

EVIDENCE OF AUTHORITY TO DO BUSINESS IN NEVADA

Bidder shall attach Bidder's State of Nevada Business License here.

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

GERHARDT & BERRY CONSTRUCTION, INC.

Nevada Business Identification # NV19721001979

Expiration Date: 03/31/2022

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 01/06/2021.

Barbara K. Cegavske

Certificate Number: B202101061332371

You may verify this certificate
online at <http://www.nvsos.gov>

BARBARA K. CEGAVSKE
Secretary of State

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Preferential Bidder Status

(COMPLETION OF THIS PORTION OF THE BID PROPOSAL IS OPTIONAL)

In accordance with NRS 338.147, a Bidder that submits copy of a certificate of eligibility to receive a preference in bidding on public works issued to him by the state contractors board shall be deemed to have submitted a better bid than a competing contractor who has not provided a copy of such a valid certificate of eligibility if the amount of his bid is not more than 5 percent higher than the amount bid by the competing bidder.

GG

Copy of Certificate of Eligibility to receive a preference in bidding is attached.
(Initial or check if applies)

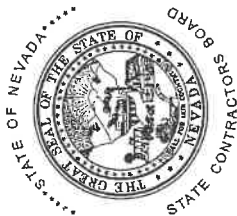


Signature

President

Title

Subscribed and sworn to this 29th day of March, 2022
~~2021~~



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-00-01-19-0015

GERHARDT & BERRY CONSTRUCTION, INC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER **0010813A** ORIGINAL ISSUE DATE: **08/28/1972** BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON **SEPTEMBER 1, 2021** AND EXPIRES ON **AUGUST 31, 2022**, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias
NANCY MATHIAS, LICENSING ADMINISTRATOR FOR DATE 8/26/2021
MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance with NRS 338.147 or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

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STATE OF NEVADA

Preference Bidding Certification

Nevada Public Works Preference Bidding Program
Chapter 338 of Nevada Revised Statutes

Contract No.: 2022.008.1 (the "Project")

UNIFORM AFFIDAVIT OF CERTIFICATION

A MATERIAL OR FALSE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS AFFIDAVIT IS SUFFICIENT CAUSE FOR DENIAL OF CERTIFICATION OR REVOCATION OF A PRIOR CERTIFICATION OR TO BE BARRED FROM BIDDING ON PUBLIC WORKS PROJECTS FOR A PERIOD OF FIVE YEARS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.

The Undersigned, being first duly sworn, deposes and says:

I, Greg Gerhardt (full name printed), swear or affirm under penalty of law that I am President (title) of certifying firm Gerhardt + Berry Const. (firm name) and fully authorized to submit this Affidavit on behalf of the certifying firm, and that I have read and understood all of the information and statements submitted in this Affidavit and that they are true and correct to the best of my knowledge, and that all responses are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately meet the requirements for obtaining a bidder preference for Nevada public works projects pursuant to Chapter 338 of Nevada Revised Statutes (NRS).

I recognize that the information submitted in this affidavit is for the purpose of certifying that the certifying firm will meet the following requirements for the entire duration of the Project:

- (a) At least 50 percent of all workers employed on the Project, including, without limitation, any employees of the certifying firm and of any subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- (b) All vehicles used primarily for the Project will be:
 - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Nevada Department of Motor Vehicles pursuant to NRS 706.826; or
 - (2) Registered in this State;
- (c) At least 50 percent of the design professionals working on the Project, including, without limitation, any employees of the certifying firm and of any subcontractor engaged on the Project, will have a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles; and
- (d) The certifying firm and any subcontractor engaged on the Project will maintain and make available for inspection within this State his or her records concerning payroll relating to the Project.

I understand that if the certifying firm receives a preference in bidding and is awarded a contract for the Project that such contract will:

- (a) Include a provision in the contract that substantially incorporates the requirements of paragraphs (a) to (d), inclusive, above; and
- (b) Provide that a failure to comply with any requirement of paragraphs (a) to (d), inclusive, above at any time during the duration of the Project is a material breach of the contract and entitles the City of Fernley (the "City") to liquidated damages against the party responsible for a failure to comply with a requirement of paragraphs (a) to (d), inclusive above. If a party to the contract causes a material breach of contract between the contractor, applicant or design-build team and the public body as a result of a failure to comply with paragraphs (a) to (d), inclusive, above, the party is liable to the public body for liquidated damages in the amount of one percent (1%) of the cost of the largest contract to which he or she is a party of rty. The public body may recover this amount directly against the party that causes the material breach, and no other party is liable to the public body for liquidated damages.

I understand that the City may, by means it deems appropriate, determine the accuracy and truth of the records provided by the certifying firm pursuant to NRS 338.070, and I authorize the City to contact any person or entity named in such records provided for the purpose of verifying the information supplied and determining the named firm's eligibility for a bidder preference.

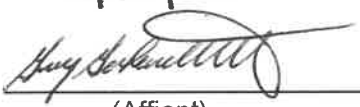
I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the certifying firm and its affiliates, inspection of its places(s) of business and equipment, and to permit interviews of its principals, agents, and employees. It is understood that refusal to permit such inquiries shall be grounds for denial of future bidder preference certification.

If awarded a contract, I agree to promptly and directly provide the City, on an ongoing basis, current, complete, and accurate information regarding the records required pursuant to NRS 338.070.

I acknowledge and agree that any misrepresentations in this Affidavit or in the records provided pertaining to the Project will be grounds for an award of liquidated damages for breach of contract; denial or revocation of bidder preference certification; and for initiating action under federal and/or state law concerning any false statement, fraud or other applicable offenses.

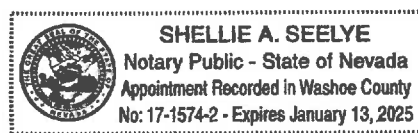
I declare under penalty of perjury that the information provided in this Affidavit is true and correct.

Executed on 3/29/22 (Date)

Signature 
(Affiant)

NOTARY CERTIFICATE:

STATE OF NEVADA)
: ss.
COUNTY OF Washoe)



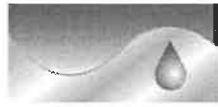
SIGNED and SWORN to before me on this 29 day of March, 2022 by Greg Gerhardt
[Affiant's Name]

NOTARY SEAL

Revised June 2014

00450-4


NOTARY PUBLIC



Addendum Number: One

Date: **March 23, 2022**

Project Name: **City of Fernley (City Project Number: 2022.008.1)
West Lift Station Reconstruction**

Bid Date: **Tuesday, March 29th, 2022 (unchanged)**

Bid Due: **2:00 PM (unchanged)**

Addendum Acknowledgement

The **CONTRACTOR** shall acknowledge receipt of this addendum on the Bid Proposal. This shall be accomplished by listing all addenda received on the lines provided on page 00410-1 of the Bid Form section contained in the Bid Forms and Supplements.

The prices listed in the Bid proposal shall reflect the change(s) in cost(s) represented by the addendum

The following changes, additions, and/or corrections shall be made to the Contract Documents.

Addendum Documents

Confirmed Pre-Bid Agenda

Questions and Answers:

1. Can Construction items be stored outside of the fence?
 - a. It is encouraged that all construction items be stored within the fence due to the fact that all property outside of the fence to the north is railroad property.
2. Will there be any sewer service interruptions?
 - a. No, the existing lift station will be running for the entirety of the project until the new lift station ties in.
3. Does the Wet Well need to be shop coated?
 - a. No, due to the lead times with many materials, if the contractor would like to field coat the wet well then it will be allowed.
4. When would the owner like to begin construction?
 - a. The owner would like to begin construction in July.
5. Plan Sheet E3 does not show an NV Energy XFMR and pad. Are the installing this or are the pole mounted XFMR's being replaced.
 - a. The pole mounted transformers will be replaced. Jensen Engineering is currently working with NV Energy to finalize the design. The existing lift station will operate on generator power during the service switch from 240 delta to 480 wye. Per plan, the main feeder conduit between the pole and building can be reused with some slight adjustment adjacent to the building.



6. Can conduit specifications be clarified? The tech specs state different requirements than the plans.
 - a. See Clarifications/Corrections below.
7. What is the Serial number on the generator?
 - a. J010298331
8. Is there local power available for the bypass pumps?
 - a. Yes, generators will not be necessary for the bypass pumps, 110V power available.

ARPA Funding Conditions

See attached documents for conditions of ARPA Funding. Submission of a bid assumes all ARPA funding requirements are acceptable to the bidder.

Technical Specification 15130 – Submersible Sewage Pumps

A. Requirements

The **CONTRACTOR** shall furnish and install submersible wastewater pumps. Each pump shall be equipped with 20 HP, 480 volt 3-phase submersible electric motors FM explosion proof with cable. Pumps shall be supplied with mating 4-inch flanged, horizontal discharge. Pumps shall be capable of meeting the following operating conditions:

525 gpm @ 72 feet TDH

The submersible sewage pump shall be 4" NP3153 HT 3 - 462 Flygt Submersible Pumps or approved equivalent

B. Materials

The volute, seal plates and motor housing shall be constructed of high-quality ASTM 35B cast iron. The pump(s) shall be painted with a water-based air dry enamel of 2.0 mil minimum thickness. All exposed hardware shall be 300 series stainless steel. The pump construction shall contain no points of critical clearance nor require periodic adjustment or replacement to maintain operating efficiency. Discharge connection shall be a standard six (6) inch flange in the horizontal position. All mechanical seals shall be of the corrosion resistant cemented carbide type eliminating critical slip fits and the possibility of damage during service associated with sliding o-ring sealing arrangements.

The pump impeller shall be open vane or semi-open vane with relief groove. The impeller shall be of hardened iron construction with an HRC hardness rating of 55 or greater, have 25% minimum chromium content.

Electrical Plans/Technical Specifications

Sheet E1

Conduit System Notes



SHAW ENGINEERING

Trusted Engineering Expertise

25.0 CONDUIT SYSTEMS

- 25.1 CONDUIT AND CONDUCTOR ROUTES SHALL BE DETERMINED BY THE ELECTRICAL CONTRACTOR AT THE TIME OF INSTALLATION AND ARE SHOWN ON THESE PLANS FOR EXPLANATIVE PURPOSES. PROVIDE AND INSTALL GREEN INSULATED GROUNDING WIRE IN ALL CONDUITS. INSTALL PULL STRINGS IN ALL EMPTY CONDUITS. MINIMUM CONDUIT SIZE SHALL BE 3/4", UNLESS OTHERWISE NOTED.
- 25.2 TYPE RMC AND IMC (RIGID METALLIC CONDUIT & INTERMEDIATE METALLIC CONDUIT): ALL LOCATIONS EXPOSED TO PHYSICAL DAMAGE OR EXTERIOR ELEMENTS, INCLUDING EXPOSED ON ROOF, SHALL BE RIGID GALVANIZED STEEL (OR INTERMEDIATE METALLIC CONDUIT). ALL CONDUIT RISERS WITHIN 18" OF FINISHED GRADE SHALL BE WRAPPED TYPE RMC/IMC. PROVIDE CONDUIT HUBS FOR ALL OUTDOOR CONDUIT TERMINATIONS.
- 25.3 TYPE PNC (PVC SCHEDULE 40) CONDUIT SHALL BE PERMITTED FOR UNDERGROUND AND UNDER CONCRETE SLAB APPLICATIONS. UNDERGROUND CONDUITS SHALL BE BURIED IN SAND ENVELOPE, MINIMUM OF 24" (TWO FEET) BELOW FINISHED GRADE. PROVIDE AND INSTALL GREEN INSULATED GROUNDING WIRE IN ALL NON-METALLIC CONDUITS. ALL ELBOWS AND EXPOSED RISERS SHALL BE RMC (GRC) AND SHALL BE PVC COATED OR HALF-LAP WRAPPED WITH SCOTCH 50 TAPE.
- 25.4 TYPE EMT CONDUIT SHALL BE PERMITTED FOR ALL INTERIOR LOCATIONS WHERE NOT SUBJECT TO PHYSICAL DAMAGE. ALL INTERIOR HOMERUNS SHALL BE TYPE EMT. ALL FITTINGS SHALL BE STEEL. ALL CONNECTORS SHALL HAVE INSULATED THROATS.
- 25.5 TYPE FMC CONDUIT SHALL BE USED FOR SHORT CONNECTIONS TO MOTORS AND EQUIPMENT FOR INDOOR LOCATIONS.
- 25.6 TYPE LFMC SHALL BE USED FOR SHORT CONNECTIONS TO MOTORS AND EQUIPMENT IN WET OR OUTDOOR LOCATIONS.
- 25.7 TYPE MC CABLES OR TYPE AC CABLES SHALL ONLY BE USED FOR INDOOR CONCEALED LOCATIONS, IF ALLOWED BY OWNER, AND SHALL NOT OPERATE MORE THAN ONE CIRCUIT.
- 25.8 TYPE LFMC SHALL NOT BE USED.
- 25.9 TYPE ENT SHALL NOT BE USED.
- 25.10 TYPE NM, NMC, AND NMS CABLES SHALL NOT BE USED.
- 25.11 ALL CONDUITS USED IN CLASSIFIED AREAS, OR AREAS SUBJECTED TO CHEMICAL EXPOSURE SHALL BE 3/4" PVC COATED GRC (MINIMUM) UNLESS OTHERWISE NOTED.

Sheet E2

Contractor shall include a pole-mounted luminaire adjacent to the new motor connection cabinet per luminaire schedule and detail C below. Contractor shall include removal/demolition of existing light pole.

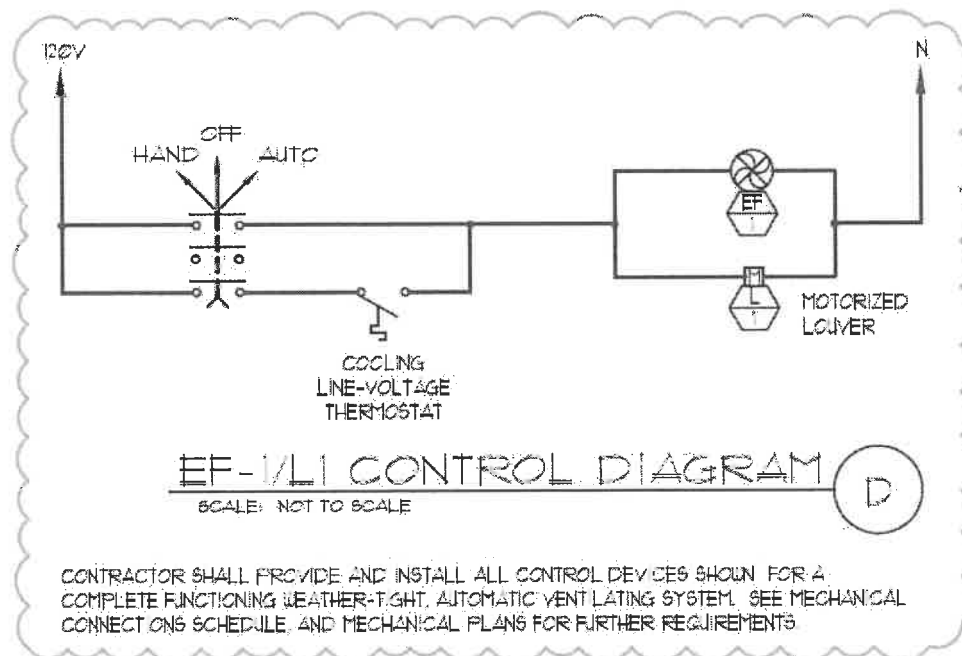
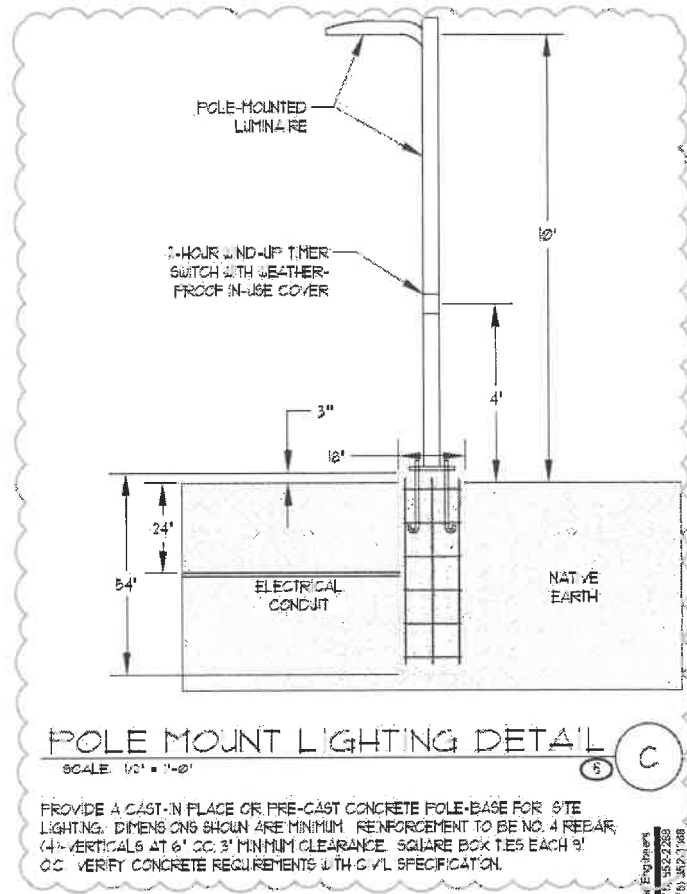
19	THERMOSTATIC CONTROL AND 26"x36" W. AUTOMATIC WALL DAMPER. INCLUDE A 120V COOLING LINE-VOLTAGE THERMOSTAT, DELHI 74X24-2 & JOHNSON CONTROLS 7722JAA-C.
----	--

LUMINAIRE SCHEDULE									
FIXTURE SYMBOL	FIXTURE TYPE	MANUFACTURER		INPUT VA	MOUNTING HEIGHT	MOUNTING STYLE	LAMP TYPE	REMARKS	VOLTAGE
		NAME	CATALOG No.						
D	SI	ACQUITY BRAND'S	DSX2LED-P2-50K-T4M-1MVOLT-9FA-PIR SS6-12-4C-DM3AS-EHH4B	48	10'	POLE	LED	POLE MOUNTED AREA LIGHT AND 1-HOUR TIMER SWITCH WITH WEATHERPROOF COVER	208/277



SHAW ENGINEERING

Trusted Engineering Expertise





Sheet E3

NOTES: (THIS SHEET ONLY)

- ① ELECTRICAL CONTRACTOR SHALL COORDINATE WITH NY ENERGY FOR REMOVAL AND REPLACEMENT OF EXISTING POLE-MOUNTED UTILITY TRANSFORMER BANK.
- ② ELECTRICAL CONTRACTOR SHALL COORDINATE WITH NY ENERGY FOR MODIFICATION OF UTILITY SECONDARY. INTERCEPT EXISTING UTILITY SECONDARY FEEDER AND REDIRECT TO NEW METER/MAIN LOCATION AS SHOWN. DISCONNECT AND REMOVE CONDUCTORS FROM CONDUIT PRIOR TO CONDUIT MODIFICATION. EXTEND UTILITY SECONDARY TO NEW METER/MAIN LOCATION.
- ③ REMOVE AND REPLACE EXISTING POLE MOUNTED AREA LIGHTS AND POLE BASE WITH NEW. SEE LUMINAIRE SCHEDULE FOR NEW LIGHT SPECIFICATIONS. DISCONNECT EXISTING POLE AREA LIGHTS AND PRESERVE CONDUCTORS IN PLACE FOR RE-CONNECTION TO NEW POLE AREA LIGHTING.

Sheet E5

NOTES: (THIS SHEET ONLY)

- ① EXISTING LIGHTING AND CONVENIENCE POWER NOT SHOWN IS TO REMAIN AS-IS. NO MODIFICATIONS TO THESE SYSTEMS ARE NECESSARY FOR THE IMPROVEMENT OF THIS PROJECT AND ARE OUTSIDE THE SCOPE OF WORK.
- ② ELECTRICAL CONTRACTOR SHALL RECONFIGURE THE EXISTING GENERATOR TO CONFORM TO THE NEW 480V 3P WYE ELECTRICAL SERVICE. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH CUMMINS FOR THE REPROGRAMMING/RECONFIGURING OF THE EXISTING GENERATOR CONTROLLER TO COMPLY WITH THE NEW 480V 3P WYE CONFIGURATION.
- ③ REMOVE AND RETIRE ABANDONED ELECTRICAL EQUIPMENT IN ALL SITE AREAS. REMOVE AND RETIRE ABANDONED CONDUCTORS IN ACCESSIBLE AREAS. REMOVE DEMOLISHED CONDUIT AND CONDUCTORS BACK TO NEAREST TERMINATION. CUT FLUSH AND CAP ABANDONED UNDERGROUND CONDUITS AND REMOVE CONDUCTORS COMPLETE. ABANDON UNDERGROUND CONDUITS IN-PLACE.
- ④ AFTER COMMISSIONING OF NEW LIFT STATION, ELECTRICAL CONTRACTOR SHALL REMOVE AND RETIRE ALL ELECTRICAL EQUIPMENT ASSOCIATED WITH DECOMMISSIONED LIFT STATION.
- ⑤ SYSTEMS INTEGRATOR SHALL MODIFY THE EXISTING SCADA/RTU TO INCORPORATE THE NEW MODIFICATIONS. SEE SCADA/RTU DIAGRAM FOR REQUIREMENTS AND SPECIFICATIONS.
- ⑥ THE EXISTING ATS IS TO BE REPLACED WITH NEW. DISCONNECT AND REMOVE EXISTING ATS AND PRESERVE ELECTRICAL FEEDERS IN-PLACE. RECONNECT EXISTING FEEDERS TO NEW ATS.
- ⑦ ELECTRICAL CONTRACTOR SHALL COORDINATE WITH MECHANICAL CONTRACTOR FOR EXACT ELECTRICAL REQUIREMENTS AND FINAL LOCATION OF ALL MECHANICAL EQUIPMENT PRIOR TO ROUGH-IN. ENSURE EXHAUST FAN AND UNIT HEATER ARE THERMOSTATICALLY CONTROLLED. ENSURE EXHAUST FAN AND LOUVER ACTUATOR OPERATIONS ARE INTERLOCKED.
- ⑧ ELECTRICAL CONTRACTOR SHALL PROVIDE AND INSTALL A CONCRETE HOUSEKEEPING PAD FOR NEW TRANSFORMER. CONCRETE HOUSEKEEPING PAD TO EXTEND BEYOND FOOTPRINT OF THE TRANSFORMER BY 6" IN EACH DIRECTION. VERIFY PAD THICKNESS WITH CIVIL/STRUCTURAL ENGINEER.
- ⑨ PROVIDE AND INSTALL A NEW 20-AMP 1-POLE BREAKER IN EXISTING PANEL FOR NEW EXHAUST FAN AND LOUVER.



MECHANICAL EQUIPMENT CONNECTION SCHEDULE ①								
SYM	DESCRIPTION	DISCONNECTING MEANS	MAKE/MODEL	V / P / A	KVA	FED FROM	CONDUIT & WIRE	NOTES
③A	UNIT HEATER - 1	20A/2P MOTOR RATED SWITCH	QMARK - MJH2B4	480 / 3 / 6	5.250	H2 - ②, 12, 14	3/4" C, ②2 - #2 Cu 4 (1) - #6 Cu GND	--
③B	EXHAUST FAN - 1	20A MOTOR RATED SWITCH	CANARM - AYT-2	120 / 1 / 15	0.72	P1 - 1	3/4" C, ②2 - #2 Cu 4 (1) - #2 Cu GND	14" HP
③C	LOUVER - 1	JUNCTION BOX & HARDWARE	UNITEC ENERTECH - GRL-D-6	120 / 1 / 1	0.2	P1 - 1	3/4" C, ②2 - #2 Cu 4 (1) - #2 Cu GND	--
NOTES: 1. CONTRACTOR SHALL BE RESPONSIBLE FOR ORDERING OF ALL ASSOCIATED WALK-APART EQUIPMENT. 2. ENSURE ALL MOUNTING HARDWARE IS PROPERLY INSTALLED AND CONFORMS TO THE INTENT OF SEE. 3. ALL WALK-APART EQUIPMENT TO HAVE A FACTORY INSTALLED ADJUSTABLE MECHANICAL THERMOSTAT.								

Technical Specifications

Technical Specification 260533 – Raceways and Boxes for Electrical Systems

Replace Section 3.1 with the following:

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: GRC.
2. Concealed Conduit, Aboveground: GRC.
3. Underground Conduit: RNC, Type EPC-40-PVC.
4. Damp or Wet Locations: GRC, IMC.
5. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

B. Indoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.

Lift Station Upgrade

Fernley West Lift Station

Fernley, NV

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS 260533 - 5

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: GRC.
7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this

Pre-bid Meeting
City of Fernley – West Lift Station Reconstruction
PWP No. LY-2022-205
City Project No.
Wednesday March 16th, 2022, 10:00 AM



Conformed Pre-Bid Agenda

Please sign in on the sign in sheet.

1. Introduction
2. Scope of Work:
 - a. **Bid Schedule**
 - i. Precast Concrete Wet Well and Vaults
 - ii. Submersible Sewage Pumps, Bases, Mixer, and Discharge Appurtenances
 - iii. Force Main Tie-In
 - iv. Precast Concrete Manholes
 - v. Drop Bowl
 - vi. Gravity Piping
 - vii. Mechanical/Wet Well Piping
 - viii. Concrete Flatwork
 - ix. Bypass Pumping
 - x. Existing Infrastructure Abandonment
 - xi. Electrical
 - a. Transformer Install and Conduit Installation
 - b. Exhaust Fan, Heater and Louvers
 - c. Local Disconnects
 - d. 3xVFD's (Pumps)
 - e. 1x Starter (mixer)
 - xii. SCADA (Verus listed to be integrator)
 - xiii. Force Account (\$75,000)
 - b. **Engineers Estimate: \$1,100,000**
3. Bid Opening: ~~Wednesday~~ Tuesday March 29th, 2022
4. Bid Opening Location: City of Fernley, 595 Silver Lace Blvd. Fernley, NV 89408
5. Bid Opening Time: 2:00 PM
6. Bid Bond: Not less than 5%

7. Bidder Preference per NRS 338.1389 for projects with estimated costs > \$250,000
8. 140 days (calendar days) substantial completion; ready for final payment 15 days later; \$500/day liquidated damages.
9. Prevailing Wages: YES, State
10. Engineer's resident project representative (RPR) – Milestone/Periodic inspections by Shaw; backfill/compaction testing by City tester; combination City and Shaw inspection for all piping, vaults, and lift station startup.
11. Work hours – “Regular Working Hours” 40 hours per week per employee between sunrise and sunset. Contractor may perform work outside of “Regular Working Hours” with the owners written consent.
12. Good-neighbor notification – Contractor to provide door hangers with contact information for homeowners immediately adjacent work area to notify of the noise and provide a contact phone number for the contractor.
 - a. Property owner for parking lot to the south has some parked vehicles, contractor will need to notify and coordinate with them during bypass pump operations as some spaces may not be accessible during that time.
13. Construction Water, City hydrant rental available. Fire Hydrants Located along Marie Drive. Coordinate through Utility Billing at City Hall. Truck fill at Well 8 available thru Utility Billing for Lift Station Startup. Hose bib at site also available.
14. Staging – All Equipment shall be safely secured when not in use. Area within lift station site available for equipment storage. Maintain City access to existing lift station equipment.
 - a. Comment was made about any potential security issues. The fences for the lift station have barbed wire and the city generally does not have any vandalism issues; however, the Contractor will store the equipment
15. Review Bid Forms and attachments
 - a. Addenda will only appear on Shaw/Quest CDN bid site
 - b. Review preliminary items to appear on Addendum No. 1
 - Conformed version of this agenda with any additional clarifications or answers
16. Questions and Answers

End of Agenda

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
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 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
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12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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

THIS AGREEMENT is by and between City of Fernley ("Owner") and
Gerhardt & Berry Construction

("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents.* The Work generally includes but is not limited to: The project consists of constructing a canal outtake structure, shoring, two metering vaults, raw and potable water lines, roadway paving, connection to the existing potable Water Treatment Plant Facility, flow control vault and pump station including pumps, piping and valving, electrical and instrumentation.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **West Lift Station Reconstruction.**

ARTICLE 3 – ENGINEER

- 3.1 The Project has been designed by **Shaw Engineering.**
- 3.2 The Owner has retained **Shaw Engineering** ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

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

4.2 *Contract Times: Days*

- A. The Work will be substantially completed within **140** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150** days after the date when the Contract Times commence to run.

4.3 *Liquidated Damages*

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

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

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

6.2 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.3 *Final Payment*

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

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. Other bonds. None
 - 5. General Conditions (pages 1 to 66, inclusive).
 - 6. Supplementary Conditions (pages 1 to 12, inclusive).
 - 7. Lyon County Prevailing Wage Rates
 - 8. Provisions of Nevada Revised Statute Chapter 338 (00 52 14)
 - 9. City of Fernley Division of Safety Form (00 52 15)
 - 10. Specifications as listed in the table of contents of the Project Manual including Appendix A.
 - 11. Drawings (not attached but incorporated by reference).
 - 12. Addenda (numbers 1 to 1, inclusive).
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (00 41 00-1 thru 6, 00 44 00-1 thru 2, and 00 45 13-1 thru 3)
 - 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - 15. ARPA Funding Conditions
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).

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the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 *Terms*

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

10.2 *Assignment of Contract*

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

10.3 *Successors and Assigns*

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

10.4 *Severability*

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

10.5 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.6 Other Provisions

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.
- B. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, P.L. 93-112, as amended, the age discrimination Act of 1975 and any relevant program-specific regulations (including those with anti-discrimination requirements), and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity or expression, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). Such agreement shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

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

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

(Authorized Signature)

(Authorized Signature)

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: Mayor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

City of Fernley

595 Silver Lace Boulevard

Fernley, NV 89408

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++

ATTACHMENT C

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

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13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 20, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Brandi Jensen, City Attorney

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: Parties agree to submit \$25,000 deposit (refundable) and pay closing costs.	Yes: No: x	100-414-314

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Approve a Settlement Agreement between Northern Nevada Community Housing and the City of Fernley in regards to Third Judicial District Court case number 21-CV-00951.

AGENDA ITEM BRIEF:

The parties have reached a potential settlement regarding 21-CV-00951 to engage in a land swap of properties owned by the parties.

RECOMMENDED MOTION:

I move to approve the settlement agreement between Northern Nevada Community Housing and the City of Fernley.

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 could decline to approve the settlement agreement and proceed with defending the litigation.

BACKGROUND:

1. NNCH is a tax exempt 501(c)(3) community-based service organization that develops, owns, and manages affordable housing projects in Northern Nevada.
2. NNCH filed applications for a zoning map amendment, a conditional use permit, and a development agreement for a proposed 60-unit multifamily residential development project (the “**Project**”) on real property located east of Hardie Lane (the “**Hardie Property**”).
3. On or about September 7, 2021, NNCH filed a petition for judicial review with the Third Judicial District Court, Case No. 21-CV-00951 (the “**Lawsuit**”), challenging the decision of the Fernley City Council to deny NNCH’s applications to develop the Project on the Hardie Property.
4. The parties agree that an amicable resolution is possible if the Project is developed on real property owned by the City (the “**Newlands Property**”) rather than the Hardie Property.
5. In order to facilitate a settlement of the Lawsuit, the parties desire to exchange the properties described in Section 1 of this Agreement, subject to the terms and conditions set forth herein, including the requirement that the Newlands Property be used for affordable housing for a period of 50 years pursuant to NRS 268.058.
6. NNCH is willing to dismiss the Lawsuit upon the closing of the property exchange contemplated by this Agreement.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Should the City decline to approve the settlement agreement, the parties would proceed to litigation. Should the City lose, they may be required to pay costs/fees.

FINANCIAL IMPLICATIONS:

Should the City decline to approve the settlement agreement, the parties would proceed to litigation. Should the City lose, they may be required to pay costs/fees.

ATTACHMENTS:

1. SETTLEMENT AGREEMENT
2. Temporary Access & License Agreement - NNCH

CONDITIONAL SETTLEMENT AND REAL PROPERTY EXCHANGE AGREEMENT

This Conditional Settlement and Real Property Exchange Agreement (this “**Agreement**”) is entered into by and between the City of Fernley, a political subdivision of the State of Nevada (the “**City**”) and Northern Nevada Community Housing, a Nevada nonprofit corporation (“**NNCH**”) effective on the date it is signed by both parties hereto (the “**Effective Date**”).

RECITALS

A. NNCH is a tax exempt 501(c)(3) community-based service organization that develops, owns, and manages affordable housing projects in Northern Nevada.

B. NNCH filed applications for a zoning map amendment, a conditional use permit, and a development agreement for a proposed 60-unit multifamily residential development project (the “**Project**”) on real property located east of Hardie Lane (the “**Hardie Property**”).

C. On or about September 7, 2021, NNCH filed a petition for judicial review with the Third Judicial District Court, Case No. 21-CV-00951 (the “**Lawsuit**”), challenging the decision of the Fernley City Council to deny NNCH’s applications to develop the Project on the Hardie Property.

D. The parties agree that an amicable resolution is possible if the Project is developed on real property owned by the City (the “**Newlands Property**”) rather than the Hardie Property.

E. In order to facilitate a settlement of the Lawsuit, the parties desire to exchange the properties described in Section 1 of this Agreement, subject to the terms and conditions set forth herein, including the requirement that the Newlands Property be used for affordable housing for a period of 50 years pursuant to NRS 268.058.

F. NNCH is willing to dismiss the Lawsuit upon the closing of the property exchange contemplated by this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, and without admission of liability by either of them, the parties hereby agree as follows:

1. Description of Properties to Be Exchanged.

1.1 City Exchange Property. The Newlands Property consists of one approximately 3.94-acre parcel of land located at 1170 W. Newlands Drive, in Fernley, Nevada, commonly known as Lyon County Assessor Parcel Number 020-321-01, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

1.2 NNCH Exchange Property. The Hardie Property consists of four parcels of land totaling approximately 3.22-acres east of Hardie Lane, commonly known as Lyon County Assessor Parcel Numbers 020-093-15, 020-093-16, 020-093-17, and 020-093-18, and more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

1.3 Exchange Properties. The Newlands Property and the Hardie Property are sometimes referred to herein collectively as the “**Exchange Properties**.”

2. Exchange of Properties and Project Approvals.

2.1 Exchange. Subject to the terms and conditions of this Agreement, the City hereby agrees to grant and convey to NNCH, on the terms and conditions described herein, all of the City's interest in the Newlands Property. Subject to the terms and conditions of this Agreement, NNCH hereby agrees to grant and convey to City, on the terms and conditions described herein, all of NNCH's interest in the Hardie Property.

2.2 Project Entitlements. As of the Effective Date, the City is in the process of taking appropriate steps to change the zoning designation of the Newlands Property in conformance with the City's Master Plan from SF6 to MF21 (the "**Rezoning**"). Within twenty-five (25) days after the City publishes notice of adoption of an ordinance approving the Rezoning, NNCH may but shall not be required to submit an administrative review permit application for approval to develop the Project on the Newlands Property together with all plans, specifications, reports, studies, and other documents and information as the City's Planning Director reasonably requires.

2.3 Economic Development Requirements. Within twenty-five (25) days after the City publishes notice of adoption of an ordinance approving the Rezoning, NNCH shall submit an application for conveyance of the Newlands Property together with documentation demonstrating that NNCH and/or its assignee will use the Newlands Property to develop affordable housing to support the establishment of new commercial enterprises or facilities or the expansion of existing commercial enterprises or facilities.

2.4 Condition Precedent. The City Council's approval of the Rezoning and the City Council's adoption of a resolution finding that it is in the best interests of the public to convey the Newlands Property to NNCH (the "**Economic Development Resolution**") shall be conditions precedent to the obligations of the parties to consummate the transactions contemplated in this Agreement. If the City Council denies the Rezoning or fails to adopt the Economic Development Resolution, the Escrow (defined below) created hereby shall immediately terminate and both parties shall be released from their respective, rights, obligations, and liabilities under this Agreement except for those that expressly survive the termination of this Agreement.

3. Escrow and Deposits.

3.1 Opening of Escrow. Promptly following the execution of this Agreement by the City and NNCH, the parties shall deliver a copy of a fully executed counterpart of this Agreement into escrow ("**Escrow**") to be established with Luann Barnes ("**Escrow Agent**") of Ticor Title of Nevada Inc. ("**Title Company**"). The City and NNCH shall execute such further customary administrative escrow instructions as Escrow Agent reasonably requires, provided the same do not impose any additional obligations or liabilities on the City or NNCH or modify the provisions of this Agreement. In the event of any conflict between this Agreement and any such further escrow instructions, the terms and provisions of this Agreement shall control except in the case of joint instructions of the City and NNCH which shall control in the event of a conflict between such instructions and this Agreement.

3.2 Deposits. Within five (5) business days after the opening of Escrow, each party shall deposit Twenty-Five Thousand Dollars (\$25,000) with Escrow Agent. The deposit made by the City ("**City Deposit**") and the deposit made by NNCH ("**NNCH Deposit**"; together with the City Deposit, the "**Deposits**") shall be non-refundable except as expressly set forth in this Agreement.

4. NNCH Due Diligence.

4.1 NNCH Inspection Rights. During the period commencing on the Effective Date and continuing until 5:00 p.m. on July 15, 2022 (the “**Due Diligence Period**”), NNCH shall conduct its review and due diligence of the Newlands Property and satisfy itself that the Project is feasible. Subject to the provisions of Section 4.3 below, the City hereby grants a revocable license to NNCH and its consultants, contractors, engineers, agents, employees, and other representatives (collectively, “**NNCH’s Representatives**”) to access the Newlands Property to examine and inspect the same. NNCH and/or NNCH’s Representatives shall schedule and coordinate all such inspections with the City and shall give the City at least two (2) business days’ prior written notice thereof.

4.2 Restoration and Repairs. NNCH agrees to pay the City on demand the actual cost and expense of repairing and restoring any damage or disturbance which NNCH or NNCH’s Representatives may cause to the Newlands Property to the extent NNCH does not repair same within two (2) business days’ written notice from the City to NNCH of the existence of such damage or disturbance. All inspection fees, engineering fees and other costs and expenses of any kind incurred by NNCH or NNCH’s Representatives relating to such inspections shall be at the sole expense of NNCH. Without limiting the generality of the foregoing, upon the City’s request therefor, NNCH shall promptly deliver to the City, without representation or warranty, copies of any third-party tests, reports and inspections of the Newlands Property made and conducted by NNCH or NNCH’s Representatives or for NNCH’s benefit which are in the possession or control of NNCH or NNCH’s Representatives (“**Third Party Reports**”); provided, however, that the City shall reimburse NNCH for costs and expenses actually incurred in connection with any Third Party Reports the City requests from NNCH. For purposes of this Agreement, Third Party Reports shall not include any appraisals, forecasts, internal summaries and analysis, site plans, development plans, construction cost estimates, cash flow projections, or other similar proprietary, confidential, or privileged materials.

4.3 Insurance. In conducting any inspection of the Newlands Property or otherwise accessing the Newlands Property, NNCH and NNCH’s Representatives shall at all times comply with all applicable laws and regulations. Prior to conducting any physical inspection or testing at the Newlands Property, NNCH shall obtain (or cause NNCH’s Representatives to obtain), and during the period of such inspection or testing shall maintain, at its sole cost and expense, (i) commercial general liability insurance, including a contractual liability endorsement, and personal injury liability coverage, with the City named as an additional insured on a primary & non-contributory basis, from an insurer reasonably acceptable to the City, which insurance policies must have limits for bodily injury, property damage and death of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for any one occurrence and not less than One Million and 00/100 Dollars (\$2,000,000.00) annual aggregate on a per location and/or project basis, (ii) Workers' Compensation and Employer's Liability insurance in a single limit amount of Five Hundred Thousand Dollars (\$500,000.00), (iii) Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage for each accident, and (iv) contractor's pollution liability insurance (including third party liability on and offsite and in transit and coverage for onsite cleanup costs) with limits of at least One Million Dollars (\$1,000,000.00). All policies shall include a waiver of subrogation in favor of the City as an additional insured. Prior to making any entry upon the Newlands Property, NNCH (or the applicable NNCH Representative) shall furnish to the City a certificate of insurance reasonably acceptable to the City.

4.4 Indemnification. NNCH agrees to indemnify, defend, and hold the City harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses (including but not limited to reasonable attorneys’ fees, court costs and disbursements) incurred by the City arising from or by reason of (i) NNCH’s and/or NNCH’s Representatives’ access to, or inspection of the Newlands Property, or any tests, inspections or other due diligence conducted by or on behalf of NNCH, or (ii)

NNCH's breach of any of the terms or provisions of this Section 4. The provisions of this Section 4.4 shall survive the Closing or any termination of this Agreement, as applicable.

5. City's Due Diligence.

5.1 Status of Title to the Hardie Property. The parties acknowledge that, as of the Effective Date, legal title to the Hardie Property is vested in 301 FLINT STREET LLC, a Nevada limited liability company ("**Hardie Owner**"). NNCH represents and warrants that, as of the Effective Date: (i) NNCH has the right to acquire the Hardie Property pursuant to that certain Purchase and Sale Agreement between NNCH and Hardie Owner dated as of January 5, 2017, as amended (the "**Purchase Agreement**"); (ii) NNCH is not in default of any obligation under the Purchase Agreement that would give Hardie Owner the right to terminate the Purchase Agreement and/or cancel the sale of the Hardie Property to NNCH; and (iii) to the actual knowledge NNCH, none of the representations and warranties made in the Purchase Agreement by Hardie Owner are untrue.

5.2 City Inspection Rights. NNCH shall cause Hardie Owner to grant a temporary license to the City and its consultants, contractors, engineers, agents, employees, and other representatives to access the Hardie Property to examine and inspect the same in accordance with the temporary access agreement substantially in the form attached hereto as Exhibit C. NNCH hereby agrees that the license granted by the temporary access agreement shall not be revoked if the closing of the Purchase Agreement occurs prior to the expiration of the Due Diligence Period.

6. Due Diligence Requirements. For purposes of this Agreement, the party acquiring property hereunder (the City as to the Hardie Property and NNCH as to the Newlands Property) shall be referred to as the "**Acquiring Party**" and the party conveying property hereunder (the City as to the Newlands Property and NNCH as to the Hardie Property) shall be referred to as the "**Conveying Party**."

6.1 Delivery of Documents. Within ten (10) days of the Effective Date, the Conveying Party shall deliver to the Acquiring Party a copy of any and all documents that are in the actual possession of the Conveying Party related to the property to be conveyed by the Conveying Party under this Agreement, including, without limitation, maps, topographical maps, plans, specifications, surveys, leases, agreements, notices, authorizations, aerial photographs, engineering studies, permits and licenses. The Conveying Party does not make any representation or warranty as to the completeness or accuracy of such documents.

6.2 General Suitability. The Acquiring Party shall be responsible to satisfy itself, in such manner as shall be determined by the Acquiring Party in its sole discretion, that the property to be acquired by the Acquiring Party may be utilized for its intended use, including investigation of: (i) laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, access to, location or suitability of such property, including zoning, subdivision, environmental, or other such rules or regulations; (ii) the necessity or availability of any building permits, environmental impact reports or any other governmental permits, approvals or acts; (iii) the economic value of such property; (iv) the availability or adequacy of utilities serving such property; and (v) all other facts or circumstances that may be applicable to such property.

6.3 Investigation and Approval of Property. Unless otherwise specifically provided herein, the Acquiring Party shall have the sole and absolute responsibility to conduct such studies, surveys, inquiries, and other investigations (collectively, the "**Investigations**") of the property to be acquired as the Acquiring Party shall determine to be prudent and necessary prior to its acquisition of such property. Unless otherwise specifically set forth herein, all Investigations shall be conducted at the expense of the Acquiring Party. All such Investigations shall be completed prior to the expiration of the Due Diligence Period. The

Acquiring Party shall indemnify, defend, and hold the Conveying Party harmless from all damage, loss or liability, including without limitation, attorney's fees and costs of court, mechanics' liens or claims, or claims or assertions thereof arising out of any act or omission of the Acquiring Party or its employees or agents or contractors and which shall be actually incurred by the Conveying Party in connection with the Investigations.

6.4 Title. The Acquiring Party may obtain, at such party's sole cost and expense, a preliminary title report or commitment for the issuance of title insurance for the property it will be acquiring hereunder (collectively, the "**Preliminary Title Report**").

6.5 Survey. During the Due Diligence Period, the parties may obtain surveys of the Exchange Properties (the "**Surveys**") The parties shall pay for the cost of the Survey(s) covering the property they will be acquiring.

6.6 Environmental Assessments. During the Due Diligence Period, the Parties may obtain such environmental reports covering the Exchange Properties that such party deems necessary, in its sole and absolute discretion. Except as otherwise provided in Section 4.2, the parties shall be responsible for the cost(s) of their respective reports.

7. Title Review.

7.1 Title Objections. Within sixty (60) days following the Effective Date (the "**Title Review Period**"), the Acquiring Party may notify the Conveying Party and Escrow Agent of any objection to any exception to title shown on the Preliminary Title Report or to any matter appearing on the Survey. Within fifteen (15) days after the Conveying Party's receipt of such an objection by the Acquiring Party, the Conveying Party shall notify the Acquiring Party in writing whether the Conveying Party will elect to cure such objection. In the event the Conveying Party elects not to cure such objection, the Acquiring Party shall have the right, at its option, to: (a) cure such objection at its own expense, (b) waive such objection and accept the applicable property subject thereto, or (c) to terminate this Agreement by written notice of termination given to the Conveying Party within five (5) days after receipt of the Conveying Party's notice that it will not cure the objection.

7.2 Permitted Exceptions. If this Agreement remains in effect following the expiration of the Title Review Period, then any matters shown on the Preliminary Title Report and the Survey to which the Acquiring Party has made no objection or to which the Acquiring Party's objections have been cured (or deemed cured by the Conveying Party's failure to respond to the Acquiring Party's objections) shall be deemed to be permitted encumbrances for all purposes under this Agreement (collectively, "**Permitted Exceptions**") and the Acquiring Party's objections with respect thereto shall be deemed waived; provided, however, Required Removal Exceptions (as hereinafter defined) shall not be Permitted Exceptions.

7.3 Updated Title Reports.

(a) Following the expiration of the Title Review Period, the Acquiring Party may direct the Title Company to deliver a copy of the Preliminary Title Report and any update to the Preliminary Title Report to the Conveying Party simultaneously with its delivery of the same to the Acquiring Party. If, following the expiration of the Title Review Period and prior to the Closing Date, the Title Company shall deliver any update to the Preliminary Title Report which discloses additional liens, title matters, encumbrances or other title exceptions which were not disclosed by the Preliminary Title Report or the Survey and which do not otherwise constitute Permitted Exceptions (each, an "**Update Exception**"), then the Acquiring Party shall have until the earlier of (a) five (5) business days after delivery

of such update to the Acquiring Party or its counsel, or (b) the business day immediately preceding the Closing Date, time being of the essence, to deliver written notice to the Conveying Party objecting to any of the Update Exceptions.

(b) If the Acquiring Party fails to timely deliver such objection notice, time being of the essence, the Acquiring Party shall be deemed to have irrevocably and unconditionally waived its right to object to any Update Exceptions (and the same shall be deemed Permitted Exceptions; provided, however, Required Removal Exceptions shall not be deemed Permitted Exceptions). Any Update Exceptions (other than Required Removal Exceptions) which are not objected to in such notice shall be deemed Permitted Exceptions.

(c) Within three (3) business days after receiving the Acquiring Party's objections to any Update Exceptions, the Conveying Party shall notify the Acquiring Party whether the Conveying Party will elect to cure such objection. In the event the Conveying Party elects not to cure such objection, the Acquiring Party shall have the right, at its option, to: (a) cure such objection at its own expense, (b) waive such objection and accept the applicable property subject thereto, or (c) to terminate this Agreement by written notice of termination given to the Conveying Party within two (2) days after receipt of the Conveying Party's notice that it will not cure the objection.

(d) The Conveying Party may adjourn the Closing Date for a reasonable period or periods, in order to attempt to cause such Update Exceptions to be eliminated. If the Conveying Party shall have adjourned the Closing Date pursuant to this Section 7.3, the Conveying Party shall, upon shall, upon the satisfactory cure thereof, promptly reschedule the Scheduled Closing Date, upon at least five (5) business days' prior notice to the Acquiring Party; provided, however, that the Closing Date shall not be adjourned for a period or periods in excess of ninety (90) days in the aggregate.

7.4 Non-Objectionable Exceptions. Notwithstanding the foregoing, the Acquiring Party shall not be entitled to object to, and shall be deemed to have approved, any liens, encumbrances or other title exceptions (and the same shall be deemed to be Permitted Exceptions) (a) over which the Title Company is willing to insure (without additional cost to the Acquiring Party or where the Conveying Party pays such cost for the Acquiring Party), (b) against which the Title Company is willing to provide affirmative insurance (without additional cost to the Acquiring Party or where the Conveying Party agrees to pay such cost for the Acquiring Party), or (c) which will be extinguished upon the closing of the exchange of the Exchange Properties (collectively, "**Non-Objectionable Exceptions**").

7.5 Required Removal Exceptions. Notwithstanding any provision in this Agreement to the contrary, the Conveying Party shall be required to remove, by payment, bonding or otherwise (so as to delete the applicable matter from the Acquiring Party's title insurance policy): (i) the lien of any mortgages that evidence indebtedness secured by the property to be conveyed, (ii) any liens that have been voluntarily recorded or otherwise placed by the Conveying Party against the property to be conveyed on or following the Effective Date other than with the approval of the Acquiring Party, and (iii) liens or encumbrances that are not Permitted Encumbrances and which can be removed by the payment of a liquidated sum of money ("**Required Removal Exceptions**").

8. Covenants, Representations and Warranties. Each Conveying Party hereby covenants, represents, and warrants to the Acquiring Party as follows:

8.1 Hazardous Material. With respect to the property to be conveyed, to the actual knowledge of the person signing this Agreement on behalf of the Conveying Party, that: (i) no "Hazardous Material" is or has been transported to or from, or generated, placed, held, released, located, stored, or disposed of on, under, or at the property to be conveyed, except for small quantities of household cleaners

or materials necessary for the operation of office machinery; (ii) the Conveying Party has not received any written notice of any action or proceeding relating to any Hazardous Material or any release or threatened release thereof on, under or at them or any notice contrary to (i) above; and (ii) no underground or above ground storage tanks are or have been located on the property to be conveyed. "Hazardous Material" means any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity", (or words of similar import) petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment, or natural resources.

8.2 No Litigation or Other Breach. To the actual knowledge of the person signing on behalf of the Conveying Party, no litigation, administrative or other proceeding, order or judgment is pending or outstanding, or threatened against or relating to any portion of the property to be conveyed (other than, with respect to the Hardie Property, the Lawsuit).

8.3 Compliance With Laws. To the actual knowledge of the person signing on behalf of the Conveying Party, the Conveying Party has not received any notice that the property to be conveyed is not in full compliance with all applicable laws governing the use and operation thereof.

8.4 Leases. To the actual knowledge of the person signing on behalf of the Conveying Party, there are no outstanding contracts, leases or other occupancy agreements relating to the property to be conveyed. To the actual knowledge of the person signing on behalf of the Conveying Party, there are no adverse or other parties in possession of all or any portion of the property to be conveyed.

8.5 No Brokers. Each party represents and warrants to the other that it has had no dealings, negotiations, or consultations with any broker, representative, agent or other intermediary in connection with the transactions contemplated under the Agreement. Each party shall indemnify, defend and hold the other party harmless from and against any claim by any such person to a commission, fee, or other consideration in connection with this Agreement.

8.6 No Adverse Change. The Conveying Party is not aware of any material, adverse change occurring to the condition of the property to be conveyed between the execution hereof and the Closing which the Conveying Party has not notified the Acquiring Party. The Conveying Party has not performed or failed to perform any act which would render any of the representations or warranties in this Section untrue or inaccurate or incomplete between the execution hereof and the Closing Date.

8.7 Authority. Each person signing on behalf of a Conveying Party covenants, represents and warrants that such Conveying Party is duly organized, validly existing and in good standing under the laws of its respective jurisdiction and has or will have full power and authority under all applicable laws and regulations to own or lease its properties, to carry on the businesses in which it is engaged and to enter into and perform its obligations under this Agreement. NNCH acknowledges and agrees that the City Deliverables (as defined in Section 10.2) must be signed by the Mayor and the City clerk.

8.8 Binding Obligation. This Agreement and the documents to be delivered or executed at Closing have been, or will be, duly executed and delivered and are, or will be, the lawful, valid and legally binding obligations of the Conveying Party enforceable against the Conveying Party in accordance with their respective terms except as enforcement may be limited by applicable bankruptcy, insolvency, rearrangement, reorganization or similar debtor relief legislation affecting the rights of creditors

generally and subject to the application of general principles of equity. The execution, delivery and consummation of this Agreement are not prohibited by and do not violate or conflict with any provision of and will not result in a default under, a termination of, an acceleration of, or breach of any: (i) Articles of Organization or Incorporation; (ii) material contract, agreement or other instrument to which the Conveying Party is a party; (iii) any regulation, order, decree or judgment of any arbitration panel, court, or governmental agency, including any Environmental Protection Agency rules or regulations pertaining to toxic waste or Hazardous Material; and (iv) other restriction of any kind to which the Conveying Party is subject.

The representations and warranties set forth in this Section, shall survive for a period of one (1) year after Closing. The Conveying Party shall have no liability to the Acquiring Party for a breach of any representation or warranty unless: (a) the Closing hereunder shall have occurred; and (b) written notice containing a description of the specific nature of such breach shall have been given by the aggrieved party to the other party prior to the expiration of said one (1) year period and an action shall have been commenced by the aggrieved party against the other party within 395 days after Closing.

9. Acceptance/Condition of Property. Each Acquiring Party acknowledges that, except as expressly set forth in this Agreement, the Conveying Party has not made and does not make any representations as to the physical condition, layout, leases, square footage, rents, income, expenses, operation or any other matter or thing affecting or related to the property to be conveyed and to this Agreement, and that neither Party is relying upon any statement or representation made by the other Party not embodied in this Agreement. The Acquiring Party hereby expressly acknowledges that no such representations have been made and agrees to take the property to be conveyed “**AS-IS**”, “**WHERE IS**” and “**WITH ALL FAULTS.**”

Neither Party shall be liable or bound in any manner by any verbal or written statements, representations, real estate brokers’ “set-ups”, or information pertaining to the property to be conveyed or its physical condition, layout, leases, square footage, rents, income, expenses, operation or any other matter or thing furnished to any real estate broker, agent, employee, servant, or any other person, unless specifically set forth herein. The Acquiring Party further acknowledges that, by the expiration of the Due Diligence Period, the Acquiring Party will have examined the property to be conveyed and be familiar with the value, character, quality and condition thereof, and access thereto, and is relying solely upon its inspection and knowledge in connection with the transactions contemplated by this Agreement, and, except as specifically set forth herein, not on any representation of the Conveying Party.

10. Closing.

10.1 Closing Date. The closing of the transactions contemplated hereunder (the “**Closing**”) shall occur, and the documents referred to in Section 11 below shall be delivered, on or before August 31, 2022 (such date, or the date or the date the City and NNCH mutually agree upon being referred to in this Agreement as the “**Closing Date**”). NNCH shall have the right to extend the Closing Date for up to two (2) periods of thirty (30) days each (each, an “**Extension Option**”), exercisable no later than five (5) business days prior to the then scheduled Closing Date, by (i) delivering to the City a written notice of such extension (each, an “**Extension Notice**”) that exercises the Extension Option and specifies the new scheduled Closing Date, and (ii) depositing into Escrow with the Escrow Agent an additional five thousand dollars (\$5,000.00) (each, an “**Extension Deposit**”). If NNCH fails to timely deliver an (i) the Extension Notice to the City, or (ii) the Extension Deposit to Escrow Agent, then NNCH shall be deemed to have irrevocably and unconditionally waived the right to extend the Closing Date and the right to deposit the Extension Deposit. Notwithstanding any provision in this Agreement to contrary, any Extension Deposit made by NNCH shall be nonrefundable and released to the City at the Closing or upon termination of this Agreement for any reason.

10.2 Deliveries at Closing.

(a) On or before the Closing Date, the City shall execute, acknowledge (as appropriate), and deliver the following documents to Escrow Agent (“**City Deliverables**”):

- (i) A duly executed and acknowledged original Grant Bargain and Sale Deed in the form attached hereto as Exhibit D (the “**Newlands Deed**”).
- (ii) A duly executed original non-foreign certification in accordance with the requirements of Section 1445 of the IRC, and the regulations thereunder (“**Non-Foreign Affidavit**”).
- (iii) Such other instruments as are reasonably required by Escrow Agent or otherwise required to close Escrow and effectuate the transfers anticipated in this Agreement.

(b) On or before the Closing Date, NNCH shall execute, acknowledge (as appropriate), and deliver the following documents to Escrow Agent (“**NNCH Deliverables**”):

- (i) A duly executed original Grant Bargain and Sale Deed in the form attached hereto as Exhibit E (the “**Hardie Deed**”).
- (ii) A duly executed original Non-Foreign Affidavit.
- (iii) Such other instruments as are reasonably required by Escrow Agent or otherwise required to close Escrow and effectuate the transfers anticipated in this Agreement.

10.3 Simultaneous Delivery; Conditions Concurrent. All documents and other items to be delivered at the Closing shall be deemed to have been delivered simultaneously and no individual delivery shall be effective until all such items have been delivered.

11. Closing Costs.

11.1 Costs of the Conveying Party. The Conveying Party shall pay, with respect to the Property to be conveyed: (a) one-half (1/2) of the escrow fee, (b) real property transfer taxes, (c) all recording fees for the deed for the property to be conveyed, and (d) the premium for an Owner’s Policy of Title Insurance (the “**Title Policy**”) without any endorsements (other than endorsements required to cure title objections that the Conveying Party agreed to cure or is required to cure under the terms of this Agreement), and (e) all other costs and expenses properly chargeable and customarily paid by the seller in connection with a real estate closing.

11.2 Costs of the Acquiring Party. The Acquiring Party shall pay one-half (1/2) of the escrow fee, and the cost of an extended coverage Title Policy and any endorsements to the Title Policy (other than endorsements required to cure title objections that the Conveying Party agreed to cure or is required to cure under the terms of this Agreement).

11.3 Other Costs. Each party shall pay its respective legal and professional fees and fees of such other consultants which it may have incurred. All other costs and expenses will be allocated between the parties in accordance with the prevailing custom in Lyon County, Nevada.

11.4 Taxes and Assessments. On or before the Closing Date, the Conveying Party shall pay any and all general and special real property taxes and other ad valorem taxes and assessments levied against the property to be conveyed as of the Closing Date. Notwithstanding anything herein to the contrary, to the extent any deferred agricultural taxes in relation to the property to be conveyed become due and payable to the applicable taxing authorities from and after Closing, the Conveying Party shall pay such deferred taxes to the extent attributable to the period prior to Closing, and the Acquiring Party shall pay such deferred taxes to the extent attributable to the period from and after Closing. The parties' obligations under this paragraph shall survive the Closing.

11.5 Application of Deposits to Closing Costs. At the Closing, Escrow Agent shall: (a) use the NNCH Deposit to pay any closing costs owed by NNCH and (b) the City Deposit to pay any closing costs owed by the City. Any balance remaining after application of the Deposits as set forth above shall be released to the party entitled thereto.

12. Conditions to Closing.

12.1 NNCH Conditions. NNCH's obligation to perform and close the transactions contemplated in this Agreement are subject to the satisfaction or waiver of the following conditions

(a) The Title Company shall be committed to issue to NNCH an Owner's Policy of Title Insurance in the amount of \$500,000.00, effective as of the Closing, insuring that fee title to the Newlands Property vests in NNCH.

(b) The City shall have approved the Economic Development Resolution.

(c) The City shall have executed and delivered the City Deliverables.

(d) The representations and warranties of the City as set forth herein shall be true and correct in all material respects as though made at and as of the Closing Date.

12.2 City Conditions. The City's obligation to perform and close the transactions contemplated in this Agreement are subject to the satisfaction or waiver of the following conditions:

(a) Hardie Owner shall have conveyed the Hardie Property to NNCH by a grant, bargain sale deed recorded prior to the Closing.

(b) The Title Company shall be committed to issue to the City an Owner's Policy of Title Insurance in the amount of \$400,000.00, effective as of the Closing, insuring that fee title to the Hardie Property vests in the City.

(c) The NNCH shall have executed and delivered the NNCH Deliverables.

(d) All requirements under NRS Chapter 268 for the conveyance of the Newlands Property shall have been satisfied.

(e) The representations and warranties of the NNCH as set forth herein shall be true and correct in all material respects as though made at and as of the Closing Date

12.3 Failure of Conditions. If the Conveying Party is unable to timely satisfy (and the Acquiring Party has not waived in writing) the conditions to the Acquiring Party's obligation to effect the Closing and the Acquiring Party has either satisfied the conditions to the Conveying Party's obligations or

is ready, willing, and able to do so, then such failure shall constitute a default hereunder, in which case Section 13 shall govern.

13. Default and Termination.

13.1 Default by NNCH. If NNCH shall default in the performance of any of its obligations to be performed on the Closing Date and such default shall continue for ten (10) days after notice to NNCH, the City shall be entitled to seek specific performance of NNCH's obligations hereunder or if specific performance is not available because NNCH failed to acquire title to the Hardie Property the City shall have the right to terminate this Agreement, receive a refund of the City Deposit, and retain the NNCH Deposit as liquidated damages (it being agreed that the damages by reason of NNCH's default are difficult, if not impossible, to ascertain) and thereafter the parties shall have no further rights or obligations under this Agreement except for those that expressly survive the termination hereof.

13.2 Default by the City. If the City shall default in the performance of any of its obligations to be performed on the Closing Date and such default shall continue for ten (10) days after notice to the City, NNCH's sole remedy by reason thereof shall be to terminate this Agreement and, upon such termination, NNCH shall be entitled to receive a return of the NNCH Deposit, and retain the City Deposit as liquidated damages (it being agreed that the damages by reason of City's default are difficult, if not impossible, to ascertain) and thereafter the parties shall have no further rights or obligations under this Agreement except for those that expressly survive the termination hereof.

14. Post-Closing Obligations.

14.1 Dismissal of Lawsuit. After the Closing, NNCH shall dismiss the Lawsuit with prejudice, with each party to bear their own attorneys' fees and costs. NNCH's obligation to dismiss the Lawsuit shall survive the Closing indefinitely.

14.2 Waiver and Release.

(a) By entering into this Agreement, NNCH agrees that, upon dismissal of the Lawsuit, NNCH (including without limitation its officers, directors, employees, agents, contractors, successors, assigns, and any individuals or entities claiming by or through any of them) forever waive, release, discharge, and agree to save, and hold harmless the City (including without limitation its officers, directors, employees, agents, contractors, successors, assigns, and any individuals or entities claiming by or through any of them) from and against any and all manner of claims, rights, liabilities, demands, actions, causes of action of any kind, which they had, have, may have, may have had, or may in the future have against one another whether known or unknown, suspected or unsuspected, which arise out of, are connected with, or relate in any way to, the claims and allegations at issue (or that could have been raised) in the Lawsuit.

(b) By entering into this Agreement, the City agrees that, upon dismissal of the Lawsuit, it (including without limitation its officers, directors, employees, agents, contractors, successors, assigns, and any individuals or entities claiming by or through any of them) forever waive, and release, discharge, and agree to save, and hold harmless NNCH (including without limitation any of its officers, directors, employees, agents, contractors, successors, assigns, and any individuals or entities claiming by or through any of them), from and against any and all manner of claims, rights, liabilities, demands, actions, causes of action of any kind, which they had, have, may have, may have had, or may in the future have against one another whether known or unknown, suspected or unsuspected, which arise out of, are connected with, or relate in any way to, the claims and allegations at issue (or that could have been raised) in the Lawsuit.

(c) This Agreement may be pleaded as a full and complete defense in any action, claim, suit, or other proceeding which arises out of or relates in any way to claims, causes of action and demands released herein. The claims released by this Agreement shall not include claims arising out of enforcement or breach of this Agreement and any ancillary agreements. The parties acknowledge and agree that all claims, causes of action, defenses, damages, and liability asserted in the Lawsuit are disputed by the parties, and that this Agreement does not constitute, nor shall it be construed or interpreted as, an admission of liability in any respect whatsoever, which liability is expressly denied by the parties.

15. Notices. All notices, demands, requests or other communications required to be given or which may be given hereunder shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, postage prepaid, or (b) national overnight delivery service, or (c) personal delivery, or (d) electronic mail (provided that if a notice is delivered by electronic mail, an additional notice is delivered pursuant to the methods described in clauses (a), (b) or (c), addressed as follows), addressed as follows:

- | | |
|--|--|
| (i) If to City: | with copy to: |
| City of Fernley
Attn: City Manager
595 Silver Lace Boulevard
Fernley, Nevada 89408
email: dhooper@CityofFernley.org | McDonald Carano LLP
Attn: Chris Molina
2300 W. Sahara Ave, Ste 1200
Las Vegas, NV 89102
email: cmolina@mcdonaldcarano.com |
|
 | |
| (ii) If to NNCH: | with copy to: |
| Northern Nevada Community Housing
Attention: _____
Reno, Nevada 89515
P.O. Box 20604
email: _____ | Lewis Roca Rothgerber Christie LLP
Attention: Michael Cabrera
1 E. Liberty Street, #300
Reno, NV 89501
email: MCabrera@lewisroca.com |
|
 | |
| (iii) If to Escrow Agent: | |
| Ticor Title of Nevada Inc.
Attn: Luann Barnes
5441 Kietzke Lane, Suite 100
Reno, NV 89511
email: Luann.Barnes@ticortitle.com | |

Any notice so sent by certified or registered mail, national overnight delivery service or personal delivery shall be deemed given on the date of receipt or refusal as indicated on the return receipt, or the receipt of the national overnight delivery service or personal delivery service. Any notice so sent by electronic mail (with an additional notice delivered pursuant to the methods described in clauses (a), (b) or (c)) shall be deemed given upon being sent provided that such electronic mail is sent on a business day on or before 5:00 p.m. (PST), otherwise such notice shall be deemed given the following business day. A notice may be given either by a party or by such party's attorney.

16. Acknowledgments. By entering into this Agreement, the parties mutually understand, agree, and warrant that: (a) no promise or inducement has been offered except as herein set forth; (b) this Agreement is made in good faith and is equitable; (c) this Agreement is executed without reliance upon any statement or representation by any party or its representatives concerning the nature or extent of the claimed damages or legal liability therefor; (d) the parties have legal authority and are legally competent to execute this Agreement and to accept full responsibility therefor; (e) the releases encompassed herein are made voluntarily and without influence, compulsion, or duress of any kind from any source, including, but not limited to, any other party or parties, their attorneys, representatives, or anyone acting or purporting to act on behalf of any party; and (f) the persons executing this Agreement on behalf of each party has the full authority to act on behalf and bind the respective party.

17. Miscellaneous.

17.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to its choice of law principles.

17.2 Headings. The headings in this Agreement are included for convenience of reference only and shall not in any way affect the meaning or interpretation of this Agreement.

17.3 Advice of Counsel; Independent Judgment. Each of the parties represents and warrants that each has received the advice of independent counsel of their choice regarding the terms, conditions and enforceability of this Agreement. Each of the parties further represents and warrants that in executing this Agreement they are relying solely upon their own independent judgment and the advice of their own counsel and tax advisors, and have not been influenced in any way whatsoever by any representation, statement, or action of any of the parties released under this Agreement, or their employees, agents or representatives.

17.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original; and such counterparts shall constitute one and the same Agreement. Any signature page of the Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart identical in form. This Agreement may be executed by signatures provided by facsimile or email, and such signatures shall be as binding and effective as original signatures.

17.5 Severability. In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the parties unless such deletion shall frustrate the primary purposes of this Agreement.

17.6 Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment or alteration of this Agreement shall be valid or binding unless made in writing and signed by each of the parties.

17.7 Further Assurances. The parties will fully cooperate to execute any supplemental documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

17.8 Business Days. As used in this Agreement, the term "business day" shall mean every day other than Saturdays, Sundays, all days observed by the federal or Nevada State government as

legal holidays and all days on which commercial banks in the State of Nevada are required by law to be closed. Any reference in this Agreement to a "day" or a number of "days" (other than references to a "business day" or "business days") shall mean a calendar day or calendar days.

17.9 Third Party Beneficiary Rights. This Agreement is not intended to create any third-party beneficiary rights in any person not a party hereto.

17.10 Construction. This Agreement is the product of joint collaboration and negotiations among the parties and their counsel. The terms and conditions of this Agreement shall be construed as a whole according to their fair meaning, and not strictly for or against any party. Further, any ambiguities are to be resolved according to their fair meaning, and not construed against the drafting party.

17.11 Effective Date. This Agreement shall be effective upon execution by NNCH and the City after its approval by the Fernley City Council.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Conditional Settlement and Real Property Exchange Agreement as of the 20th day of April, 2022.

NNCH

Northern Nevada Community Housing, a Nevada nonprofit corporation

By: _____

Its: _____

CITY

City of Fernley, a political subdivision of the State of Nevada

Roy Edgington, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Brandi Jensen, City Attorney

EXHIBIT A

DESCRIPTION OF NEWLANDS PROPERTY

A portion of land lying within the Southwest One-Quarter (SW 1/4) of Section Seven (7), Township Twenty (20) North, Range Twenty-Five (25) East, Mount Diablo Base and Meridian, City of Fernley, County of Lyon, State of Nevada, being further described as follows:

BEING Lot 5, Block B, according to the Subdivision Plat of "Sandia Subdivision No.2", recorded as File 55898, on September 11, 1980, further described as "Park Site" and, or other Public Facilities, according to Certificate of Amendment 64915, recorded on November 30, 1981, both filed in the official records of said county.

The Basis of Bearings for this description is identical to that as shown on said Subdivision Plat 55898.

APN: 020-321-01

EXHIBIT B

DESCRIPTION OF HARDIE PROPERTY

All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

Parcel B-1, B-2, B-3 and B-4 as shown on the Parcel Map for Milton and Alyce Steinheimer, according to the map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada, on July 16, 1985, as File No. 93976, Official Records.

APNs: 20-093-15, 20-093-16, 20-093-17 and 20-093-18

EXHIBIT C
ACCESS AGREEMENT

[insert]

EXHIBIT D
NEWLANDS DEED
[insert]

EXHIBIT E
NEWLANDS DEED
[insert]

TEMPORARY ACCESS AND LICENSE AGREEMENT

This Temporary Access and License Agreement (the “Agreement”) is made by and between the City of Fernley, a political subdivision of the State of Nevada (the “City”) and 301 FLINT STREET LLC, a Nevada limited liability company (“Owner”) effective on the date it is signed by both parties hereto.

WHEREAS, Owner owns certain real property located in the City of Fernley commonly known as Lyon County Assessor Parcel Numbers 020-093-15, 020-093-16, 020-093-17, and 020-093-18 (“Hardie Property”).

WHEREAS, Owner has entered into an agreement to sell the Hardie Property to Northern Nevada Community Housing, a Nevada nonprofit corporation (“NNCH”).

WHEREAS, NNCH has entered into an agreement with the City (the “Exchange Agreement”) to exchange the Hardie Property for property owned by the City located at 1170 W. Newlands Drive, in Fernley, Nevada, commonly known as Lyon County Assessor Parcel Number 020-321-01 (the “Newlands Property”).

WHEREAS, the agreement between NNCH and the City requires that Owner agree to allow the City temporary access to the Hardie Property to conduct due diligence prior to the closing of the exchange of the Hardie Property and the Newlands Property (the “Exchange”).

WHEREAS, Owner is willing to enter into this Agreement in order to facilitate the Exchange in lieu of satisfying certain conditions to NNCH’s obligations to close the transactions contemplated in the purchase agreement between Owner and NNCH.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby grants the following license to the City, and agrees as follows:

1. Grant of License. Owner hereby grants the City and its consultants, contractors, engineers, agents, employees, and other representatives (collectively, the “City Parties”) a temporary, non-exclusive license and right of entry to enter upon the Hardie Property to conduct tests, surveys, and inspections of the property and to assess the physical and environmental condition thereof. The license granted herein shall automatically terminate upon any termination of the Exchange Agreement. Upon termination of the license granted hereby, the City, at its sole cost and expense, shall restore the Hardie Property to the same condition it existed prior to the date of this Agreement. The City’s obligations hereunder shall be independent of and shall survive any termination of the Exchange Agreement.

2. Compliance with Laws. The City agrees that its use of the Hardie Property shall be conducted in a safe and clean manner. The City shall fully comply with (and shall cause all persons acting through or on behalf of City to fully comply with) all laws, ordinances, and regulations applicable to City’s activities on the Hardie Property.

3. Indemnity. The City agrees to defend, indemnify and hold Owner harmless from and against any and all damages, losses, expenses, costs and liabilities based upon or arising out

of any claim of personal injury, property damage, or other claim to the extent caused by the acts or omissions of the City and/or any City Parties on or about the Hardie Property.

4. Insurance. At all times during the term of the License, the City shall keep and maintain a general commercial liability policy protecting Owner against any and all liability occasioned by any negligent or intentional acts or omissions by the City and/or the City Parties in or about the Hardie Property. Owner shall be named as an additional insured. The amount of such liability insurance shall be not less than One Million Dollars (\$500,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate limit. Copies of said policy of insurance (or certificates thereof) shall be delivered to Owner on demand and shall include an endorsement precluding cancellation of said policy without at least thirty (30) days prior written notice to each entity named as an additional insured.

5. Miscellaneous. This document shall be governed by the laws of the State of Nevada. In any action to enforce its rights hereunder, the prevailing party or parties shall be entitled to reasonable attorneys' fees and costs of suit from the non-prevailing party or parties. This document may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto as of the date first set forth above.

301 FLINT STREET LLC, a Nevada limited liability company

By: _____

Name: _____

Title: _____

City of Fernley, a political subdivision of the State of Nevada

Roy Edgington, Mayor

ATTEST:

City Clerk



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 20, 2022

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: (For Possible Action):

Possible Action to approve the liquor license for Antojitos Mexico en mi corazon.

AGENDA ITEM BRIEF:

Possible action to approve the liquor license for Antojitos Mexico en mi corazon.

RECOMMENDED MOTION:

"I move to approve the liquor license for Antojitos Mexico en mi corazon."

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 Mr. Victor M. Martinez Castro.

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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 20, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Tim Thompson, Planning Director

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

ACTION REQUESTED: Ordinance

AGENDA ITEM: (For Possible Action):

(For possible action) Second Reading, Public Hearing – MPA22001 & ZMA22001

Consideration and possible action on a Master Plan Amendment and Zoning Map Amendment requests to change the land use designation and zoning and on a single parcel of vacant land. The project site is approximately ±27.83 acres in size, located at 1000 Pilot Road, Fernley, NV (APN: 021-061-32).

1. Consideration and possible action on Resolution 22-009, a Master Plan Amendment request associated with MPA22001, to change the land use designation from Commercial to Industrial.
2. Consideration and possible action on Bill #306 as a general Ordinance for a Zoning Map Amendment associated with ZMA22001, to change the zoning from C2 (General Commercial) to I (Industrial).

AGENDA ITEM BRIEF:

The proposed item accounts for a change in both the land use and the zoning classification of a single parcel of vacant land, generally located north of the Union Pacific railroad, south of Interstate-80, and west of the Speedco Truck Repair facility. The purpose of these zoning and land use amendments is to ensure that a ±481,320 sq. ft. Industrial building can be developed on the parcel.

RECOMMENDED MOTION:

1. Comprehensive Master Plan Amendment

Motion to Approve:

"I move to certify Resolution #22-009 to approve the Comprehensive Master Plan Amendment associated with MPA22001, based on Findings MP1 to MP3 and the facts supporting those findings as set forth in the Staff Report."

Motion to Deny:

“Based on information received in written materials and at the public hearings on this matter, I move to deny certification of Resolution #22-009 for a Comprehensive Master Plan Amendment, associated with MPA22001, and remand the item back to the Planning Commission with direction to file a report in accordance with Nevada Revised Statutes Chapter 278. I have determined the proposed changes may be detrimental to the public’s health, safety, and general welfare and believe I am unable to make the following required Comprehensive Master Plan Amendment Findings: I am unable to make the Finding(s)_____as it relates to _____. Therefore, I cannot certify the Comprehensive Master Plan Amendment Resolution #22-009.”

2. Zoning Map Amendment

Motion to Approve:

“I move to adopt Bill #306, a general Ordinance for a Zoning Map Amendment associated with ZMA22001, based on Findings Z1 through Z3 and the facts supporting those findings as set forth in the Staff Report.”

Motion to Deny:

“Based on information received in written materials and at the public hearings on this matter, I move to deny the Zoning Map Amendment request associated with ZMA22001 because I have determined the proposed changes are detrimental to the public’s health, safety, and general welfare and am unable to make the following required Zoning Map Amendment Findings: I am unable to make the Finding(s)_____as it relates to _____. Therefore, I cannot approve the Zoning Map Amendment.”

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:

See Attached Staff Report for Background/Analysis/Findings

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. MPA22001 & ZMA21001 - CC Staff Report Public Hearing
2. Attachment 1 - Vicinity Map
3. Attachment 2 - Ex_Pro_LandUse Exhibit
4. Attachment 3 - Resolution 22-009
5. Attachment 4 - Ex_Pro_Zoning Exhibit
6. Attachment 5 - Bill 306 – Ordinance for Zoning Map Amendment

PROJECT SUMMARY

CASE NUMBER(S):	• MPA22001 & ZMA22001
REQUESTED ACTION(S):	• Master Plan Amendment & Zoning Map Amendment
PROJECT DESCRIPTION:	• A Master Plan Amendment request on a vacant parcel of land to convert the Land Use classification from Commercial to Industrial, and a Zoning Map Amendment request on the same parcel to change the zoning from C2 (General Commercial) to I (Industrial). The project site is generally located south of Interstate-80 East, north of the Union Pacific Railroad, and west of the terminus of Pilot Road. (APN: 021-061-32).
PROPERTY OWNER:	• Jeffrey M. Herman – 1000 Pilot Road LLC
APPLICANT:	• Tom Theobald – Mohr Capital
LOCATION:	• 1000 Pilot Road
SITE SIZE:	• ±27.83 acres
EXISTING ZONING:	• C2 – General Commercial
PROPOSED ZONING	• I – Industrial
EXISTING LAND USE:	• Commercial
PROPOSED LAND USE:	• Industrial
WARD INFORMATION:	• Ward 1 – Councilman Lacy

***A PUBLIC HEARING IS REQUIRED**

POLICY REFERENCE

<i>Nevada Statutes:</i>	<i>NRS 278A</i>
<i>Fernley Municipal Code:</i>	<i>Title 32</i>
<i>Policies & Procedure Manual:</i>	<i>N/A</i>
<i>Community Assessment:</i>	<i>N/A</i>
<i>City of Fernley Development Code:</i>	<i>Section 32.03.040 – Comprehensive Master Plan/Zoning Map Amendments</i> <i>Section 32.06.110 – Industrial (I) Zoning Districts</i> <i>Section 32.12.010 – Adequate Public Facilities Required</i> <i>Section 32.13.030 – Improvements, Security, & Inspections</i>

BACKGROUND

The project site has been under the ownership of 1000 Pilot Road LLC since December 2014, and has undergone various map adjustments throughout the years, most recently a Parcel Map in 2015. Additionally, the project site has recorded a Deed for Water Rights to be dedicated to the City of Fernley as of May, 2016. The project site has remained vacant throughout history, and as such, does not possess any public facilities such as water or sewer infrastructure at this time.

The project area is currently zoned C2 (General Commercial) and is approximately 27.83 acres in size. The project site consists of a single parcel of land, located at 1000 Pilot Road (APN: 021-061-32). The project area's surrounding land uses generally consist of Commercial and Industrial development, as well as vacant land. The properties directly east contain Commercial development and the properties directly north of the project site are slated for Industrial development. The project area is located within the City of Fernley's "Project Redevelopment Area #1", as stated within the City's Zoning map.

ANALYSIS

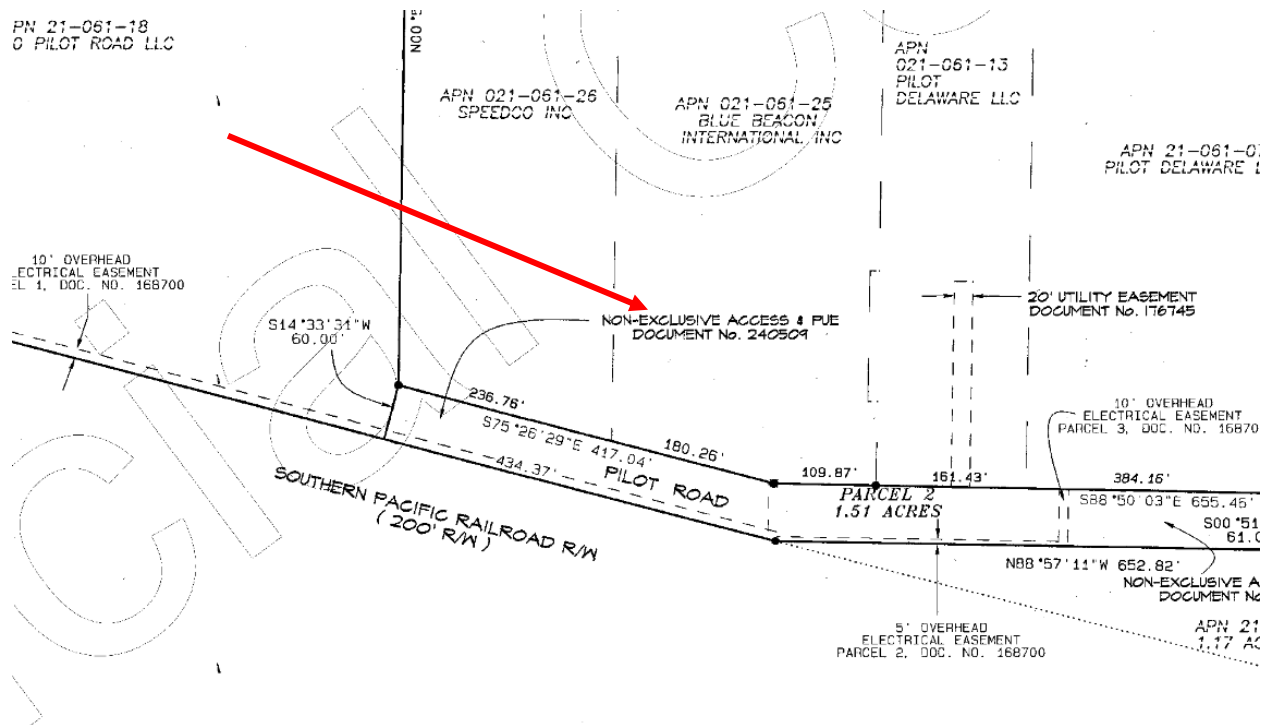
The applicant is seeking the approval of a Master Plan and Zoning Map Amendment on a parcel of land located at 1000 Pilot Road, to convert the existing land use classification from Commercial to Industrial and change the zoning of the parcel from C2 (General Commercial) to I (Industrial). The applicant aims to implement these changes in order to develop an Industrial building on the property, expected to be approximately 481,320 square feet in size. Should the Master Plan and Zoning Map amendment be approved, any development on the site would require the approval of an Administrative Review or Conditional Use Permit, depending on the Use.

The City of Fernley's Comprehensive Master Plan was most recently updated in 2018. The project area currently has a Land Use classification of Commercial, and an underlying zoning of C2 (General Commercial). The Commercial Land use classification highlights primary uses such as restaurants, lodging, office space, business centers, and general recreation facilities. The current Commercial land use does not permit for Warehousing, Distribution, Storage, Manufacturing/Production along with multiple other industrial uses. To permit the project site for Industrial development, the applicant is first required to submit a request for a Comprehensive Master Plan Amendment to change the Land Use classification from Commercial to Industrial. Once the Master Plan Amendment has been submitted, the applicant must then submit a request for a Zoning Map Amendment, in order to change the zoning from C2 (General Commercial) to I (Industrial).

The Industrial Land Use classification does indeed allow for larger scale uses such as Warehousing, Distribution, Manufacturing, Processing, and so on. The standards for Industrial development highlight the importance of being located near major arterial roads and highways, as well as proximity to rail lines. This standard is met by the project site's location directly south of Interstate 80, directly east of S.R. 427 (Main Street), as well as its proximity to the Union Pacific Rail Line, directly south of the project site. Municipal services such as sewer and water connections are another required development standard of the Industrial Zoning/Land Use, and these do exist in the nearby surrounding area – as a result of the already existing Commercial and Industrial development surrounding the project site.

The proposed development will utilize a non-exclusive access easement from the adjacent parcel directly to the east for primary ingress/egress. This easement exists as its own distinct parcel, and currently provides access to three separate parcels further east of the project site, including the Truck Wash and the SpeedCo Truck Services Facility. This can be seen marked on the recorded parcel map below:

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Considering that this easement (Pilot Road) will serve as the project's primary access, it is required to be improved to the standards outlined within the City of Fernley Development Code, to the approval of the City Administrator, Engineer, and Public Works Director. Additionally, the potential increase in traffic may trigger the need for improvements at the intersection of Pilot Road and Main Street, such as traffic signaling or signage.

The proposed change to the Industrial Land Use and the Industrial Zoning, along with the subsequent Industrial Project will have some impact on the existing facilities in the surrounding area. Transportation facilities, especially those along Main Street (S.R. 427) and Pilot Road are expected to require improvements over the 10-year horizon. The applicant does believe that the proposed Master Plan and Zoning Map Amendment will not alter the timing for these improvements to be made, and any immediate development will not require any traffic improvements. Other Public Facilities that may be affected include city utilities such as sewer and water, and public service agencies the Lyon County Sherriff's Office and the North Lyon County Fire Protection district. Due to the nature of the use however, the applicant believes that any impacts to these services will be minimal.

Utilities such as sewer and water will be connected to, and any development will tie in to existing sewer/water mains located within the surrounding area. Although this is expected to have some impact on the overall capacity for water and sewer, the applicant does believe that the specific nature of the industrial use (For the time being, proposed Warehousing/Distribution + Cross Docking facility) indicates that the utility consumption is much lower than a heavier industrial use, such as fabrication and manufacturing.

Given the surrounding uses to the project area, the applicant believes that the proposed Industrial zoning will fit in well with the existing development. The project site is surrounded by three (3) developed parcels of land to the east, up to the Main Street/Pilot Road Intersection. These three parcels contain a Truck Wash, the Pilot Travel Center, and the Speedco Truck Repair shop. Given that all three of these properties

contain to trucks and trailers, it does appear as though the proposed zone change and subsequent development will fit in with the existing development, and potentially increase the service revenues of those surrounding businesses. Furthermore, any residential land south of the project site is significantly buffered by the Union Pacific Railroad, whereas any abutting parcels further north are shielded by the Interstate-80 Right of Way. The parcels directly west of the project site do share a common boundary (021-061-012 and 021-051-14) and are both currently vacant, with land use designations of OSP (Open Space & Parks) and C (Commercial).

The proposed Master Plan and Zoning Map Amendment does accomplish some of the Goals and Action Strategies outlined within the City of Fernley Comprehensive Master Plan, including but not limited to Land Use, Transportation, and Public Services & Facilities. These will be explored in the Findings section of the Staff Report. The applicant does believe that the construction and development of the Industrial Building will lead to a greater influx of higher paying jobs to the community, as Industrial Warehousing and Distribution jobs do tend to pay more than retail or service commercial jobs. This then provides additional opportunity for economic development within the City of Fernley. Conversely, this does take away from some of the Master Plan's goals and strategies as well. These amendments can also reduce the availability of commercial space along the Main Street/I-80 Corridor, as these larger scale Industrial buildings generally do not offer any recreational or entertainment value to the City.

Should the Planning Commission determine the project, as submitted, is consistent with the existing surrounding land uses, will not have a significant adverse impact on the existing surrounding uses, promotes the public health, safety, and general welfare, and can make the applicable Findings, the Planning Commission can approve the item with the attached conditions of approval.

If the Planning Commission cannot make some or all the applicable Findings and determines the project is not consistent with the existing surrounding uses, will have a significant adverse impact on the existing uses, and/or does not promote the public health, safety and general welfare, the Planning Commission can deny the application. The motion to deny should be based on information received in written materials and at the public hearings on this matter and the Planning Commission's inability to make any Finding(s) should be explicitly described

FINDINGS

Master Plan Amendment

MP1: Implementation of the goals and policies outlined within the Master Plan Amendment:

Land Use Goals and Policies included within the City's 2018 Comprehensive Master Plan that are relevant to this project include the following:

Land Use:

- LU.1.1 Encourage and plan for new development in areas where adequate public services and facilities can be provided efficiently.**
- LU.1.1.1 Require new development to provide its proportionate share of improvements to avoid a degradation of services for existing residents. This requirement will be applied regardless of project size in order to avoid incremental erosion of services and facilities.
 - LU.1.1.2 Encourage development of vacant or underutilized lands within the community core where adequate infrastructure and facilities currently exists.
 - LU.1.1.3 Require new development to provide certified, stamped studies demonstrating the impact proposed development will have on existing infrastructure and to provide improvements and/or funding in lieu of improvements in proportion to the impacts of the proposed projects on the city's roadway, sewer and water systems.
- LU.1.3 Provide a balanced distribution of employment and population.**
- LU.1.3.1 Encourage land uses and development, which maintains a balance of population, housing, and employment.
- LU.1.4 Ensure existing and future land uses are compatible.**
- LU.1.4.2 Projects shall be evaluated with the intent to promote land use compatibility; community design measures can increase compatibility among adjoining land uses.
- LU.1.5 Promote infill development.**
- LU.1.5.3 Development on the perimeter of Fernley is appropriate only where orderly extension of existing public services and facilities can occur.
 - LU.1.5.4 Adopt development regulations that recognize the relationship between land use timing and the provision of services and facilities.
- LU.1.6 Create a growth pattern that assures flexible, feasible and efficient projects.**
- LU.1.6.1 Support for developmental approval of projects that provide an appropriate balance of population.
 - LU.1.6.2 The land use designations include minimum service standards that shall apply to proposed developments and land use changes.

Transportation:

- T.1.1 Require that roadway facilities be maintained and constructed as needed to ensure high quality and safe travel on major streets and at major intersections.**
- T.1.1.1 The minimum Level of Service on all city-maintained roadways shall be LOS D. The city will work with representatives from NDOT to ensure timely improvements are planned when NDOT roadways are forecast to fall below LOS D.
 - T.1.1.4 Develop regulations regarding setbacks, signage and right-of-way dedication, and other considerations which preserve and increase roadway capacity and safety.
 - T.1.1.5 Ensure development of the roadways planned in the Streets and Highways Plan section of the Comprehensive Master Plan occurs in a timely manner and with the financial assistance from the development community.
 - T.1.1.6 Require all new development to be consistent with the access right-of-way dedication and improvement standards as specified in the Public Works Design Manual and pursuant to the functional classification as defined in this chapter.

- T.1.1.8 Monitor road conditions and prioritize maintenance schedules based on traffic demand and the availability of alternative routes.
- T.1.3 Implement street design and access standards to provide for safe and efficient movement of goods and people.**
 - T.1.3.4 Require proposed new development that intends to connect with an NDOT roadway to incorporate the NDOT Access Management System and Standards into the project design. These standards regulate access onto the roadway network in order to protect health, safety and welfare of the public, maintain the rights-of-way, and to preserve the functional classification level of the roadway network while meeting the needs of the motoring public. The access management standards address the location, spacing and frequency of access points on the roadway network.

Public Services & Facilities:

PSF.1.1 To provide and maintain a reliable and adequate water supply and delivery system.

- PSF.1.1.2 Plan water supply for Fernley based upon meeting the average water demand in normal to dry years with additional water conservation measures or other actions in periods of severe drought.
- PSF.1.1.3 Final maps and building permits will be approved only when adequate water rights have been dedicated to the City of Fernley and applicable service and connections fees have been paid.
- PSF.1.1.5 Areas with the potential to pollute the water supply, if developed on septic systems, shall be connected to the municipal wastewater system. Proposals for new development using septic systems shall be reviewed by the Nevada Department of Environmental Protection (NDEP) for compliance with their regulations for quantity of septic systems within the specific hydrographic basin. The maximum allowable number of septic systems currently allowed by the NDEP is 180 within a one-mile radius.
- PSF.1.2 To the maximum extent possible, the costs of improvement, extension and construction of public facilities should be borne by those whose land development and redevelopment actions made such improvement, extension and construction necessary. A procedure is to be established that defines the responsibility for improvements of individual projects.**
- PSF.1.4 Reduce water demand through xeriscape project landscaping, reclamation and reuse of treated wastewater for golf courses, medians, parkways and other appropriate application uses.**
 - PSF.1.4.1 The Department of Community Development will include provisions for reclamation of water resources and appropriate uses for wastewater application in the Fernley Development Code.
- PSF.1.5 Design water treatment and delivery systems to be compatible with the area in which they are located.**
- PSF.2.1 Insure an efficient, adequate and self-supporting wastewater collection treatment and disposal system that will meet the needs of the public and comply with federal, state and local clean water requirements.**
 - PSF.2.1.1 All new development within the City limits with lot sizes equal to or Smaller than 1.0 acre shall be required to connect to the municipal sewer system. New development with residential densities lower than one

dwelling unit per acre shall be allowed to utilize individual septic systems with acceptable sub-surface disposal, if sewer is not available.

- PSF.2.1.2 Final maps and building permits will be approved only when adequate sewer capacity is secured and applicable service and connections fees have been paid.
- PSF.2.1.3 Sewer costs directly attributable to new development shall be paid for by the new development. The cost of providing service shall include the cost of extending service lines or other necessary facilities to the individual project site.
- PSF.2.1.4 The City will maintain and improve the existing sanitary sewer system through preventive maintenance and on-going appraisal.
- PSF.2.1.6 The City can require improvement of the existing sewer system in those areas adversely affected by overloaded sewer systems caused by new development.
- PSF.2.1.5 The City shall establish sewer use fees as required to support operations.
- PSF.3.3 Ensure appropriate levels of public services and facilities are continually provided.**
 - PSF.3.3.1 Coordinate the provision of public services with growth and development in Fernley.
 - PSF.3.3.2 Consider the financial impacts in all growth management decisions.
- PSF.3.11 Require large-scale developments to be within adequate fire service areas.**
 - PSF.3.11.2 All development in the City (except for residential densities less than one residence per acre) shall be within a 4-7-minute response time of an existing or planned fire station.
 - PSF.3.11.3 New Development shall identify and fund facilities and infrastructure necessary to provide adequate fire protection.
 - PSF.3.11.5 Require water distribution systems to meet the Lyon County Fire District standards for all future development.

The Comprehensive Master Plan fosters the City's Mission, promoting future prosperity and the balanced growth of the community, promoting economic development, and improving the quality of life enjoyed by the community's residents. To support future industrial and manufacturing development, that could potentially begin to offer higher-pay and higher-skill employment opportunities within the community, the City of Fernley will have to consider a variety of land use, community development, and economic development strategies designed to diversify its current housing stock and economic profile with additional professional and commercial office space and additional retail space. The incorporation of non-single-family detached residential owner-occupied housing options, with additional multi-family and renter-occupied housing options sited in appropriate areas within the community, will be critical in securing future private investment in the development of new smaller and mid-sized manufacturing space. The diversification of the community's existing housing stock, coupled with improvements in the types of employment opportunities and retail and recreational opportunities offered, will be necessary to support the community's continued prosperity and smart growth.

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MP2: Compatibility with surrounding land uses.

The following table shows land use and zoning designations for the parcels directly surrounding the project parcel:

Direction	Current Use	Current Zoning	Master Plan Land Use Designation
North:	Interstate 80, Proposed Industrial Building	I (Industrial)	Industrial
South:	Union Pacific Railroad, Rural Residential land,	RR1 (Residential Rural, 1-acre minimum lot size)	Residential Rural
East:	SpeedCo Truck Repair, Blue Beacon Truck Wash	C2 (General Commercial), and TC (Tourist Commercial)	Commercial
West:	Vacant Land	GR20 (General Rural, 20 acre min. lot size), RR1 (Residential Rural, 1-acre min. lot size)	Open Space & Parks, Commercial

The surrounding parcels contain a small variety of zoning and land use categories, with generally very low densities. There are currently only 4 parcels directly adjacent to the project site, as parcels to the North and South are buffered from the project area by the Interstate-80 Highway, and the Union Pacific Railroad respectively. The two parcels directly east of the project site include the SpeedCo Truck repair shop (021-061-26), and a parcel that serves as a roadway easement (021-061-33) for the Truck Repair Shop, the Truck Wash, and the Travel Center. The SpeedCo Truck Repair shop will most likely benefit from the additional truck traffic that this project is proposed to bring to this area, and the access parcel will also serve as the primary ingress/egress point and will be improved in accordance with the City of Fernley Engineering, Public Works, and Development Standards. The two parcels directly west of the project site are currently vacant and are master planned for Open Space & Parks (021-061-12) and Commercial (021-051-14) land. Industrially zoned land is permitted adjacent to commercial land and or residential, subject to certain conditions and requirements related to screening. The development code requires a minimum 20-foot buffer to be placed along any property line abutting a residential zoning district, in addition to the use of landscaping to provide screening between those areas. Any smoke, noise, excessive light, dust, will also be directed away from those non-industrial zoning districts to the extent possible. Provided the conditions outlined within the City of Fernley Development code can be satisfied, this Finding can be made for the Master Plan Amendment.

MP3: Public notice was given, and a public hearing has been scheduled per the requirements of the Development Code and Nevada Revised Statutes.

Public notice was given and a public hearing was scheduled. The Planning Commission and City Council meetings function as the public hearings for this matter as required in the City's Municipal Code and Nevada Revised Statutes.

Zoning Map Amendment:

Z1: The application, as submitted, is consistent with the City of Fernley Comprehensive Master Plan.

Relationship to the Master Plan

1. Industrial (I)

The proposed development is located within an area designated as Industrial in the city's Comprehensive Master Plan. The description of the Industrial land use states the equivalent zoning district is I (Industrial). Per the Comprehensive Master Plan document, Industrial land use focuses on Industrial uses, such as manufacturing/warehousing, maintenance and repair shops, distribution, mining, storage, and construction. Other uses such as supporting railroad uses and limited support services for the convenience of employees, such as restaurants, small scale retail, and professional and medical offices may also be permitted. Planned Development (PD) zoning may be applied to the area designated Industrial for entitlement and construction.

The Comprehensive Master Plan goes on to state that Industrial areas are intended to create an environment where industrial activities may occur with a minimum amount of impact on the natural environment and surrounding land uses. Industrial land uses are not appropriate adjacent to residential development. Areas of steep slopes, floodplains and/or potential wetlands should generally be avoided. Industrial land uses are typically located near major transportation corridors but isolated from residential land uses and are generally located south of I-80 and north of US 50A. Municipal Services are required.

2. The Land Use Plan Goals and Action Strategies in the 2018 Comprehensive Master Plan that are relevant to this proposal include:

Land Use:

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

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

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

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

LU.1.5 Promote infill development.

LU.1.5.3 Development on the perimeter of Fernley is appropriate only where orderly extension of existing public services and facilities can occur.

LU.1.5.4 Adopt development regulations that recognize the relationship between land use timing and the provision of services and facilities.

LU.1.6 Create a growth pattern that assures flexible, feasible and efficient projects.

- LU.1.6.1 Support for developmental approval of projects that provide an appropriate balance of population.
- LU.1.6.2 The land use designations include minimum service standards that shall apply to proposed developments and land use changes.

Transportation:

T.1.1 Require that roadway facilities be maintained and constructed as needed to ensure high quality and safe travel on major streets and at major intersections.

- T.1.1.1 The minimum Level of Service on all city-maintained roadways shall be LOS D. The city will work with representatives from NDOT to ensure timely improvements are planned when NDOT roadways are forecast to fall below LOS D.
- T.1.1.6 Require all new development to be consistent with the access right-of-way dedication and improvement standards as specified in the Public Works Design Manual and pursuant to the functional classification as defined in this chapter.
- T.1.1.8 Monitor road conditions and prioritize maintenance schedules based on traffic demand and the availability of alternative routes.

Public Services & Facilities:

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

PSF.1.4 Reduce water demand through xeriscape project landscaping, reclamation and reuse of treated wastewater for golf courses, medians, parkways and other appropriate application uses.

- PSF.1.4.1 The Department of Community Development will include provisions for reclamation of water resources and appropriate uses for wastewater application in the Fernley Development Code.

PSF.1.5 Design water treatment and delivery systems to be compatible with the area in which they are located.

PSF.3.3 Ensure appropriate levels of public services and facilities are continually provided.

- PSF.3.3.1 Coordinate the provision of public services with growth and development in Fernley.

- PSF.3.3.2 Consider the financial impacts in all growth management decisions.

PSF.3.11 Require large-scale developments to be within adequate fire service areas.

- PSF.3.11.2 All development in the City (except for residential densities less than one residence per acre) shall be within a 4-7-minute response time of an existing or planned fire station.
- PSF.3.11.3 New Development shall identify and fund facilities and infrastructure necessary to provide adequate fire protection.
- PSF.3.11.5 Require water distribution systems to meet the Lyon County Fire District standards for all future development.

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Z2: Consistent with the surrounding Land uses:

The following chart shows land use and zoning designations for the parcels directly surrounding the project parcels (021-061-32):

Direction	Current Use	Current Zoning	Master Plan Land Use Designation
North:	Interstate 80, Proposed Industrial Building	I (Industrial)	Industrial
South:	Union Pacific Railroad, Rural Residential land,	RR1 (Residential Rural, 1-acre minimum lot size)	Residential Rural
East:	SpeedCo Truck Repair, Blue Beacon Truck Wash	C2 (General Commercial), and TC (Tourist Commercial)	Commercial
West:	Vacant Land	GR20 (General Rural, 20 acre min. lot size), RR1 (Residential Rural, 1-acre min. lot size)	Open Space & Parks, Commercial

The surrounding parcels contain a small variety of zoning and land use categories, with generally very low densities. There are currently only 4 parcels directly adjacent to the project site, as parcels to the North and South are buffered from the project area by the Interstate-80 Highway, and the Union Pacific Railroad respectively. The two parcels directly east of the project site include the SpeedCo Truck repair shop (021-061-26), and a parcel that serves as a roadway easement (021-061-33) for the Truck Repair Shop, the Truck Wash, and the Travel Center. The SpeedCo Truck Repair shop will most likely benefit from the additional truck traffic that this project is proposed to bring to this area, and the access parcel will also serve as the primary ingress/egress point and will be improved in accordance with the City of Fernley Engineering, Public Works, and Development Standards. The two parcels directly west of the project site are currently vacant and are master planned for Open Space & Parks (021-061-12) and Commercial (021-051-14) land. Industrially zoned land is permitted adjacent to commercial land and or residential, subject to certain conditions and requirements related to screening. The development code requires a minimum 20-foot buffer to be placed along any property line abutting a residential zoning district, in addition to the use of landscaping to provide screening between those areas. Any smoke, noise, excessive light, dust, will also be directed away from those non-industrial zoning districts to the extent possible. Provided the conditions outlined within the City of Fernley Development code can be satisfied, this Finding can be made for the Zoning Map Amendment.

Z3: Public notice was given, and a public hearing has been scheduled per the requirements of the Development Code and Nevada Revised Statutes.

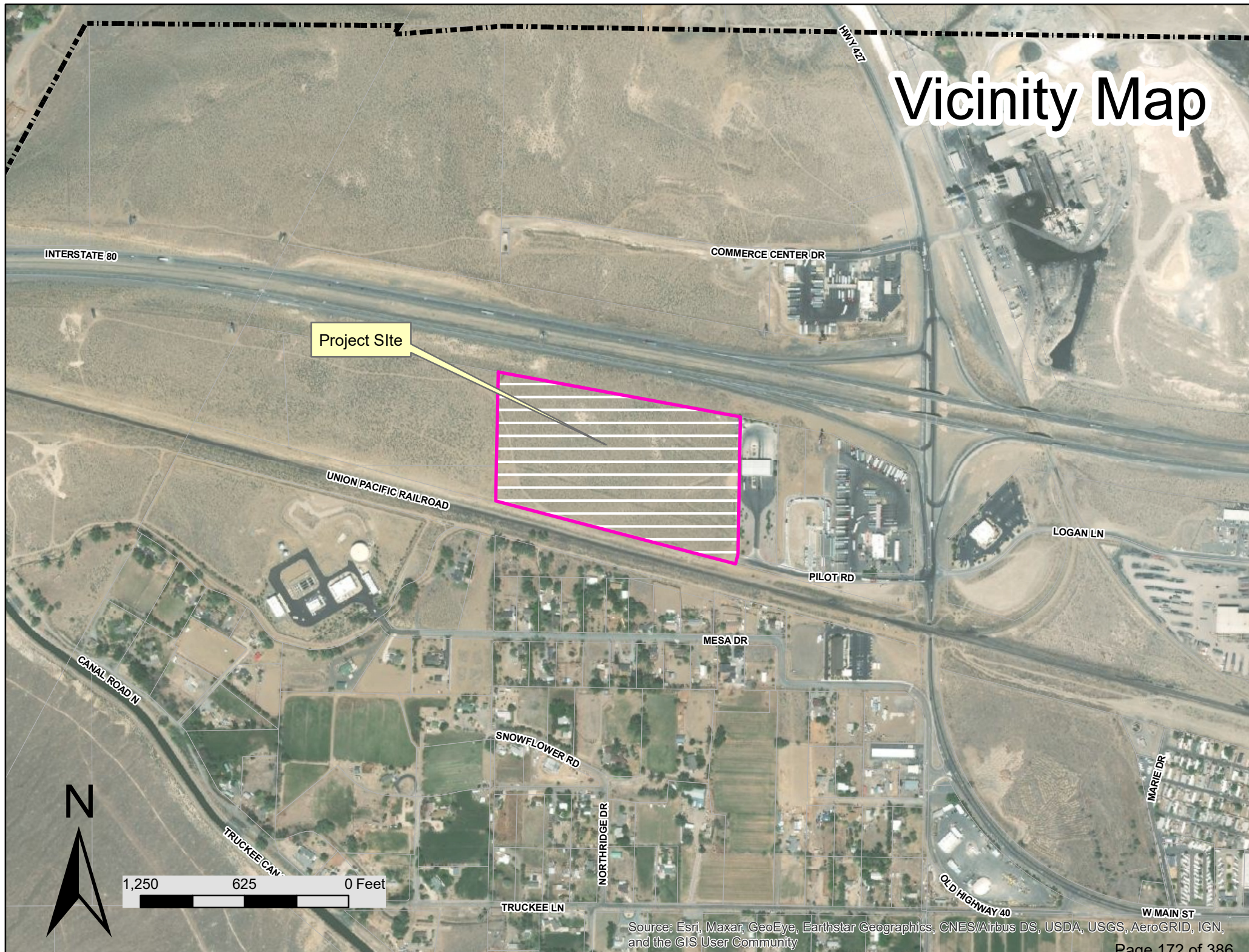
Public notice was given and a public hearing was scheduled. The Planning Commission and City Council meetings function as the public hearings for this matter as required in the City's Municipal Code and Nevada Revised Statutes.

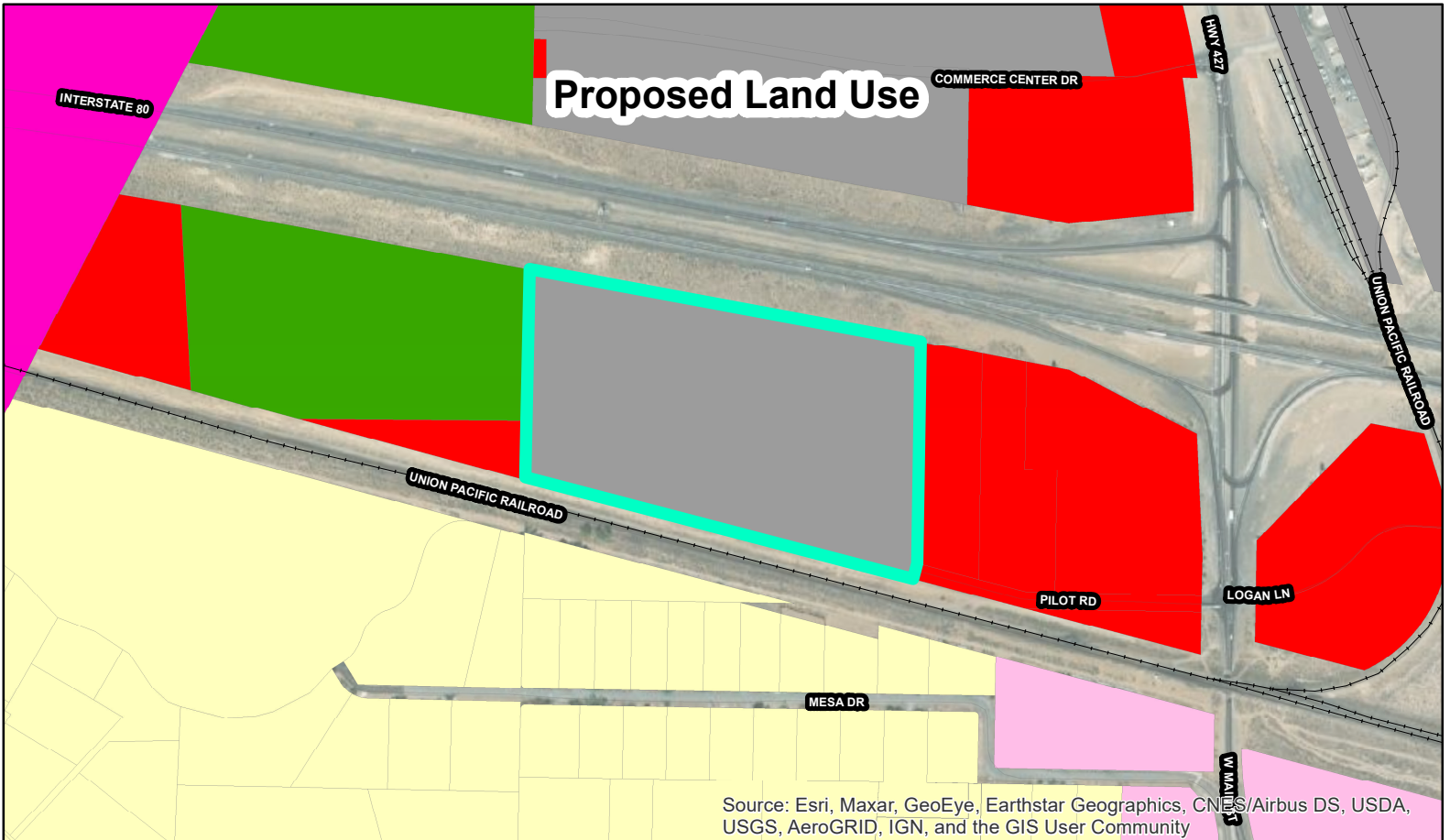
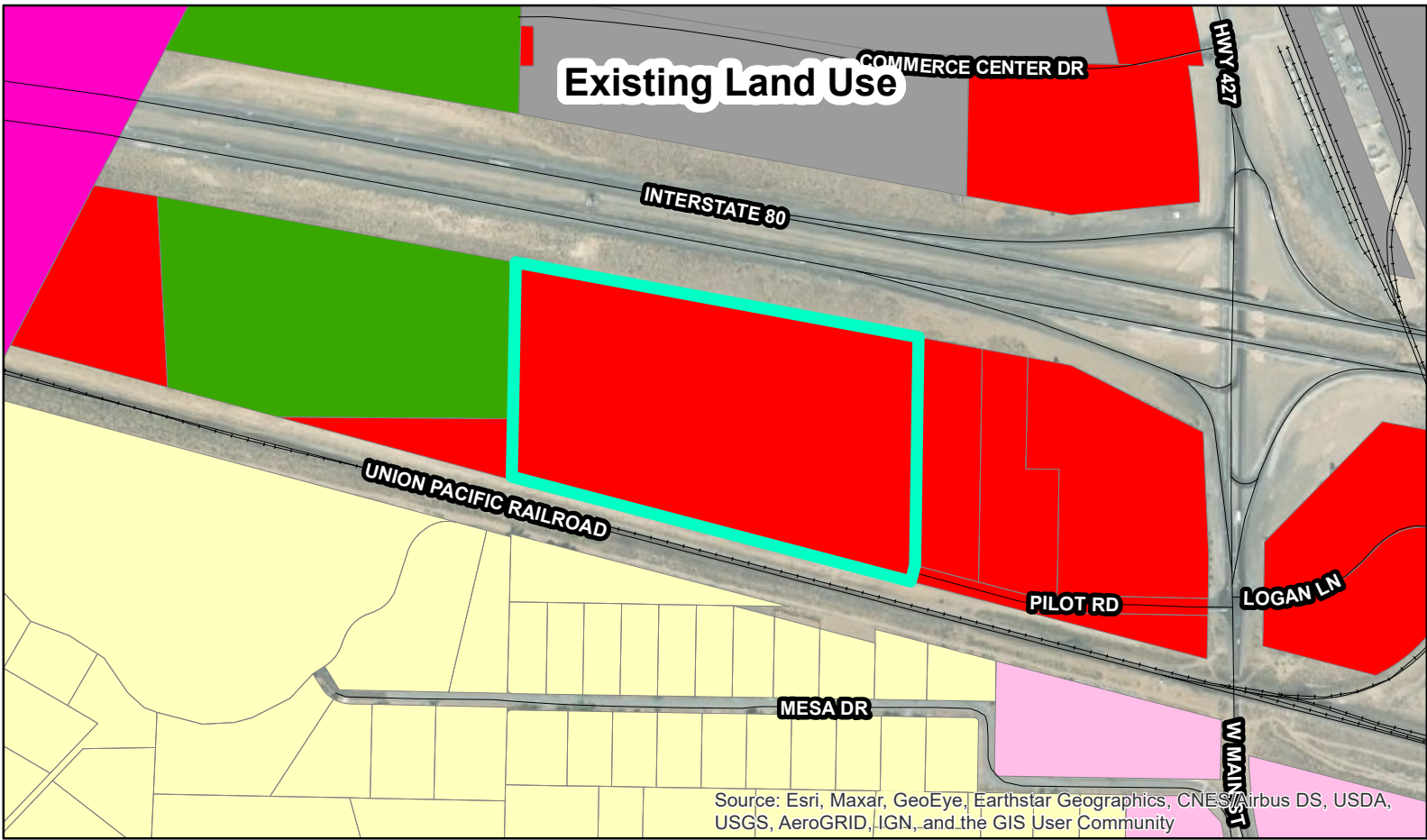
April 20, 2022 – City Council Meeting
Master Plan Amendment (MPA22001) & Zoning Map Amendment (ZMA22001)

ATTACHMENTS

- 1.) Vicinity Map
- 2.) Existing & Proposed Land Use Map Exhibit
- 3.) Signed Resolution 22-009
- 4.) Existing & Proposed Zoning Map Exhibit
- 5.) Bill #306

Vicinity Map





NOTE: The scale and configuration of all information shown hereon are approximate only and are NOT intended as a guide for design or survey work. Reproduction is NOT permitted without prior written permission from the City of Fernley



0 445 Feet

Legend

 General Rural (GR)	 Multi Family Residential (MFR)	 Mixed Employment (ME)
 Rural Residential (RR)	 Commercial (C)	 Public Facility (PF)
 Single-Family Residential (SFR)	 Suburban Mixed Use (SMU)	 Open Space and Parks (OSP)
 Mixed Residential (MR)	 Industrial (I)	 Tribal

CITY OF FERNLEY
RESOLUTION # 22-009

A RESOLUTION OF THE CITY OF FERNLEY FOR A COMPREHENSIVE MASTER PLAN AMENDMENT, ASSOCIATED WITH CASE NUMBER MPA22001, TO CHANGE THE LAND USE CLASSIFICATION FROM COMMERCIAL TO INDUSTRIAL ON A SITE CONSISTING OF ONE PARCEL OF LAND TOTALING ±27.83 ACRES IN SIZE GENERALLY LOCATED SOUTH OF INTERSTATE-80 AND WEST OF THE CURRENT TERMINUS OF PILOT ROAD, AT 1000 PILOT ROAD, FERNLEY, NV. (APN: 021-061-32).

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 must be adopted by resolution of the Planning Commission; and

WHEREAS the Planning Commission held a public hearing on March 23rd, 2022;

NOW, THEREFORE, BE IT RESOLVED, that based on the discussion and findings provided in the staff report and/or testimony presented at the March 23rd, 2022 public hearing, that the change in the Land Use Classification from Commercial to Industrial on a site consisting of one parcel of land totaling ±27.83 acres in size generally located south of Interstate-80 and west of the current terminus of Pilot Road, at 1000 Pilot Road, Fernley, NV. (APN's: 021-061-32) be adopted as part of the City of Fernley's Comprehensive Plan; and

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

**RESOLUTION PASSED, APPROVED, AND ADOPTED this 23rd day of March 2022,
by the following vote of the Fernley Planning Commission:**

AYES: 6 NAYS: 0 ABSTENTIONS: 0 ABSENT: 1

By: [Signature]
Barry Williams, Sr., Chairman

Date: 3/23/2022

Attest By: [Signature]
Brenda Gosser, Deputy City Clerk

Date: 3/23/2022

**RESOLUTION CERTIFIED this 20th day of April, 2022, by the following vote of
the Fernley City Council:**

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

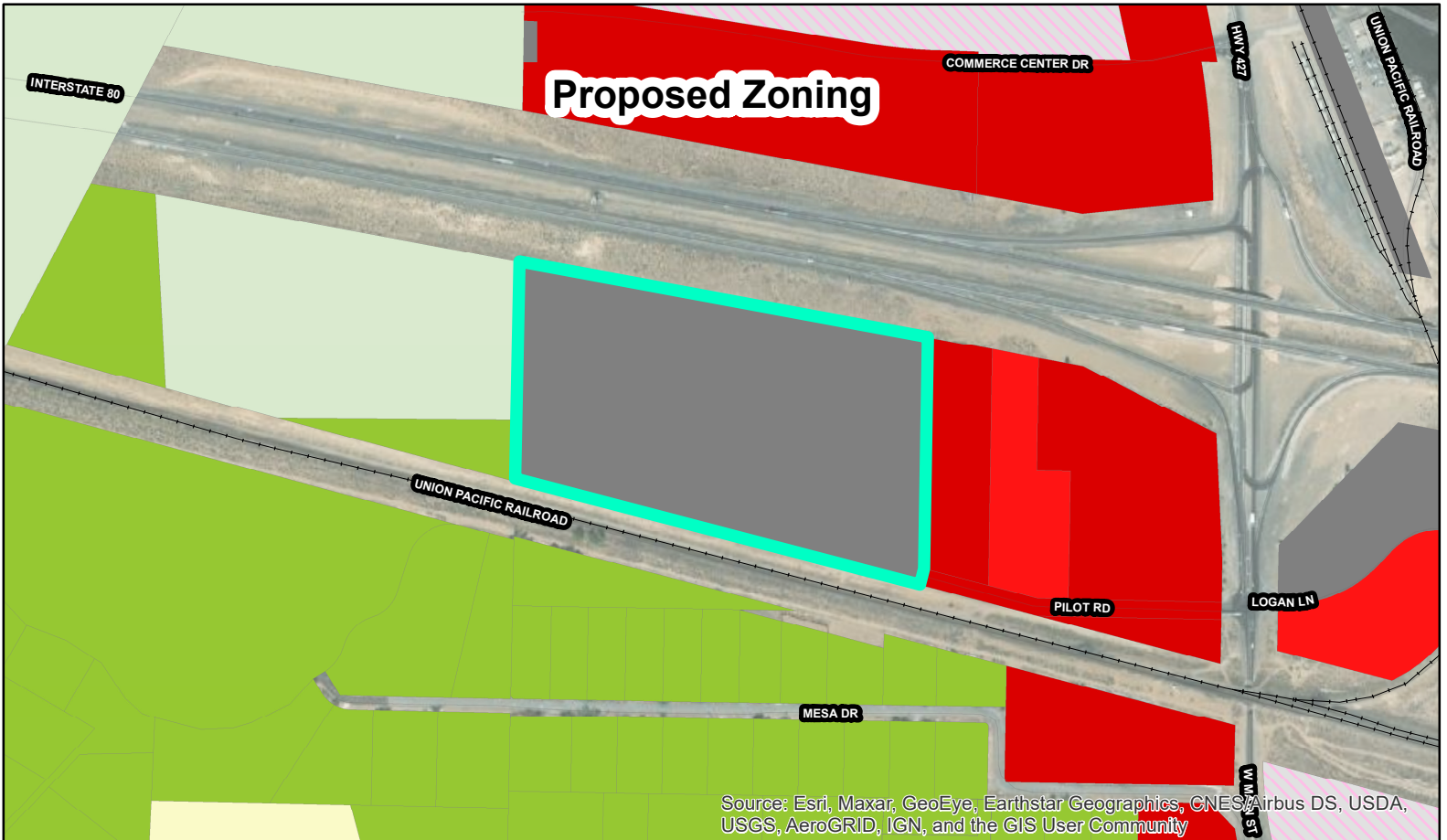
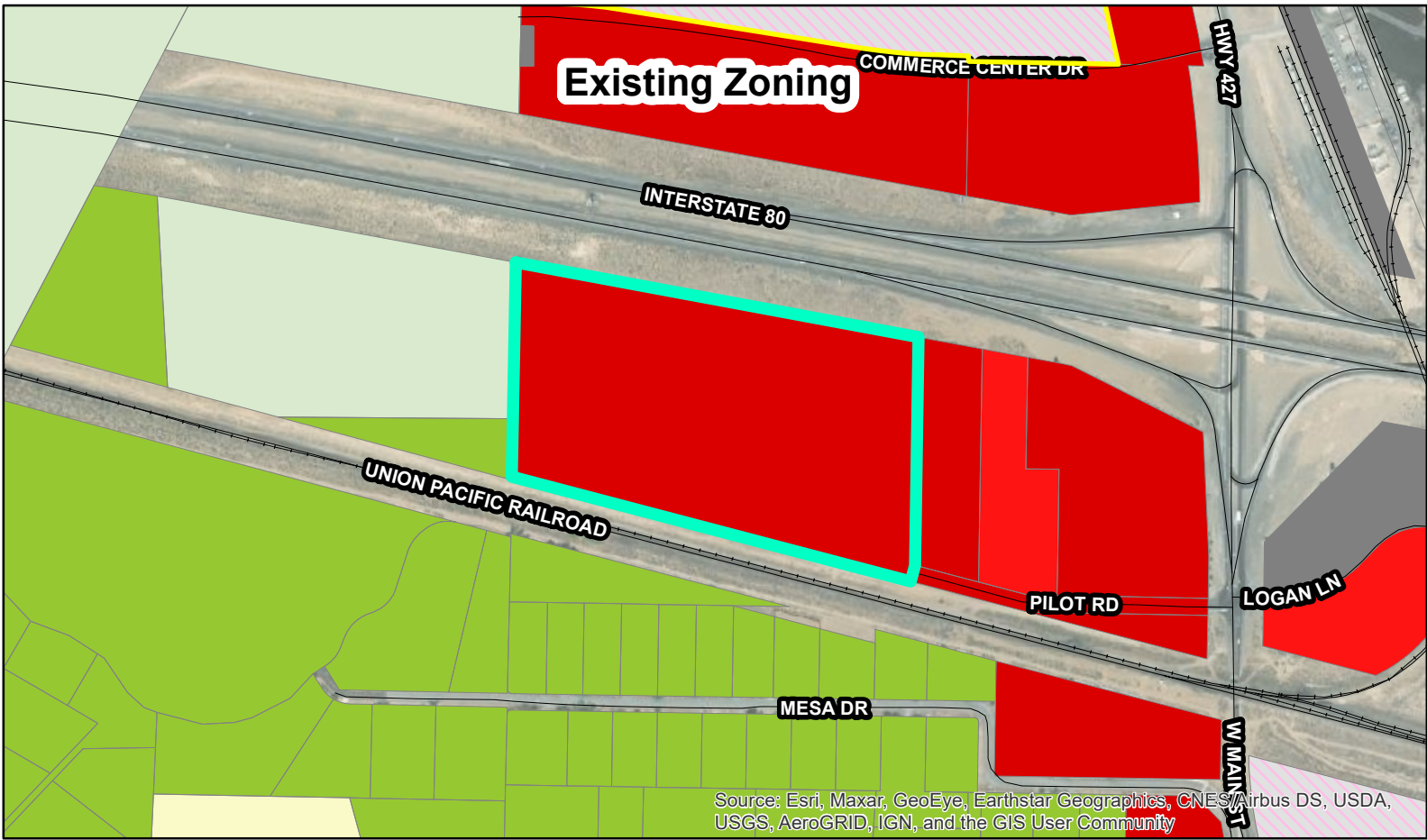
FERNLEY CITY COUNCIL

By: _____
Roy Edgington, Mayor

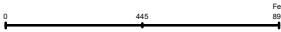
Date: _____

Attest By: _____
Kim Swanson, City Clerk

Date: _____



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Pilot_Rd_ZMA

Corporate Boundary

GR20

RR5

RR1

RR½

SF20

SF12

SF9

SF6

MDR14

MF21

MF30

MU

C1

C2

TC

EC

I

PD

PF

OSP

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

BILL # 306
CITY OF FERNLEY
ORDINANCE # 2022-003

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA22001, TO CHANGE THE ZONING FROM C2 (GENERAL COMMERCIAL) TO I (INDUSTRIAL) ON A SITE APPROXIMATELY ±27.83 ACRES IN SIZE LOCATED AT 1000 PILOT ROAD, FERNLEY, NV, ASSESSOR'S PARCEL NUMBERS 021-061-32, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

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

Section 1: The zoning of property described in Exhibit "A" and shown in Exhibit "A-1", which is attached hereto and incorporated herein by reference, situated in the City of Fernley, County Of Lyon, State Of Nevada, Is Hereby Changed from C2 (General Commercial) to I (Industrial) on a site approximately ±27.83 acres in size located at 1000 Pilot Road, Fernley, NV (APN: 021-061-32).

SECTION 2: The zoning map of the City of Fernley is hereby amended in accordance with the zoning map amendment herein.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the plan certified herein as provided by law.

SECTION 5: This ordinance shall become effective upon passage, approval, and publication.

SECTION 6: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare and convenience.

SECTION 7: If any subsection, phrase, sentence or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 8: The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL # 306 BEING HEREBY PROPOSED on the 6th day of April 2022.

BILL # 306 BEING HEREBY PASSED, APPROVED and ADOPTED this 20th day of April 2022, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Roy Edgington, Mayor

Date: _____

Attest By: _____
Kim Swanson, City Clerk

Date: _____

LEGAL DESCRIPTION
(APN: 021-061-32)

EXHIBIT "A"

All that certain real property situate in the County of Lyon, State of Nevada, lying within a portion of the East Half of Section 10, Township 20 North, Range 24 East, M.D.M., being Parcel 1 of Parcel Map for 1000 Pilot Road, LLC, filed in the Office of the County recorder of Lyon County, Nevada, on November 13, 2015 as Instrument No. 543634 of Official Records, more particularly described as follows:

Beginning at the Southwesterly corner of said Parcel 1, thence North 01°07'16" East, 212.02 feet;

Thence, N 01°09'29" E, 563.84 feet;

Thence, S 79°34'30" E, 1476.57 feet;

Thence, S 00°50'10" W, 824.68 feet;

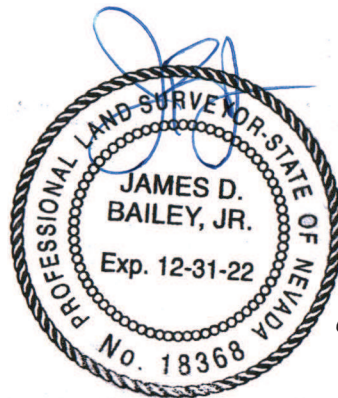
Thence, S 14°33'31" W, 60.00 feet;

Thence, N 75°26'29" W, 1488.42 feet, to the **Point of Beginning**.

Total Area Containing: 27.83 acres, more or less.

See Exhibit A-1, attached hereto and made a part hereof.

James D. Bailey, Jr.
P.L.S. 18368



02/08/2022

PREPARED BY THE FIRM OF
MERIDIAN SURVEYING & MAPPING, INC.
8725 TECHNOLOGY WAY, STE. C2
RENO, NV. 89521

U.S. INTERSTATE 80
(DEED TO STATE OF NEVADA DOC. NO. 87576)

PARCEL 1
PM 543634
APN: 021-061-32
27.83± ACRES

SPEEDCO, INC
APN: 021-061-26

BLUE BEACON
INTERNATIONAL, INC
APN: 021-061-35

SOUTHERN PACIFIC RIGHT-OF-WAY
(200' WIDE RIGHT-OF-WAY)

PILOT ROAD

JAMES AND MYRL
JOHNSON,
APN: 021-051-14

U.S.A.
APN: 021-061-12



0 150 300 600
SCALE: 1" = 300'

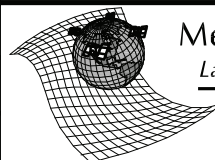
EXHIBIT A-1

PARCEL 1
PARCEL MAP NO. 543634
APN: 021-061-32

DRAWN BY: TDM

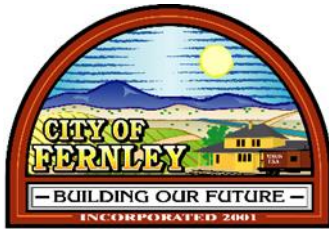
CHECKED BY: JDB

DATE: FEB 2022



Meridian Surveying & Mapping, Inc.
Land, Construction and Boundary Surveys

8725 Technology Way, Reno, NV 89521
(775) 690-4194



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: April 20, 2022

REPORT TO: Mayor & City Council
REPORT THRU: Daphne Hooper, City Manager
REPORT BY: **Tim Thompson, Planning Director**
REVIEWED BY: Brandi Jensen, City Attorney
REVIEWED BY: Denise Lewis, Finance Director

FINANCIAL IMPACT:

☐ YES ☒ NO

CURRENTLY BUDGETED:

☐ YES ☒ NO ☐ N/A

FUND/ACCOUNT:

ACTION REQUESTED:

☐ Consent

☒ Motion

☒ Ordinance

☐ Presentation

☐ Receive/File

☐ Resolution

AGENDA ITEM: Second Reading, Public Hearing, Zoning Map Amendment – ZMA22002 & Tentative Subdivision Map – TSM22001 (FOR POSSIBLE ACTION)

Consideration and possible action on a Zoning Map Amendment (ZMA22002) and a Tentative Subdivision Map (TSM22001) requests on a site is approximately ±28.42 acres in size, located at 590 & 600 W. Main Street (APN's: 021-071-02, and 021-071-03).

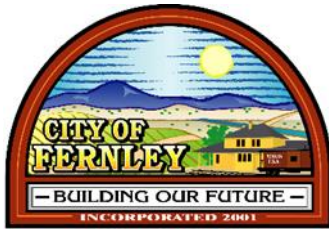
1. A Zoning Map Amendment Request to change the zoning on two parcels of land (APN's 021-071-02 and 021-071-03) from C2 (General Commercial) and SF6 (Single Family, 6,000 sq. ft. minimum lot size) to MU (Mixed Use).
2. A Tentative Subdivision Map request to allow for the development of a 9-lot Commercial/Residential subdivision within the MU (Mixed Use) zoning district.

AGENDA ITEM BRIEF:

The proposed project is located on two parcels of vacant land (APN's: 021-071-02 and 021-171-03), at 590 and 600 W. Main Street. The applicant has filed for a Zoning Map Amendment (**ZMA22002**) and Tentative Subdivision Map request (**TSM22001**) for a 9-lot Mixed Use project. The applicant is proposing a rezone of the parcels at 590 & 600 W. Main Street from C2 (General Commercial) and SF6 (Single Family, 6,000 square foot minimum size), to MU (Mixed Use).

These items were considered by the Fernley Planning Commission on March 23rd, 2022. The Planning Commission, by a vote of 6-0 forwarded a recommendation of approval to the City Council for both applications.

RECOMMENDED MOTIONS ON FOLLOWING PAGE



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

RECOMMENDED MOTIONS:

1. Zoning Map Amendment

Motion to Approve:

"I move to adopt Bill #307 and approve the Zoning Map Amendment, associated with ZMA22002, based on Findings Z1 through Z3 and the facts supporting those findings as they are set forth in the staff report."

Motion to Deny:

"Based on information received in written materials and at the public hearings on this matter, I move to deny Bill #307 as an Ordinance for a Zoning Map Amendment request associated with ZMA22002 because I have determined the proposed changes are detrimental to the public's health, safety, and general welfare and am unable to make the following required Zoning Map Amendment Findings: I am unable to make the Finding(s) _____ as it relates to _____. Therefore, I cannot approve the Zoning Map Amendment."

2. Tentative Subdivision Map

Motion to Approve:

"I move to approve the Tentative Subdivision Map, associated with TSM22001, based on Findings TM1 Through TM11 and the facts supporting the approval criteria as set forth in the staff report and subject to the Conditions of Approval 1 through 30 as listed in the staff report"

Motion to Deny:

"Based on information received in written materials and at the public hearings on this matter, I move to deny the Tentative Subdivision Map request associated with TSM22001 because I have determined the proposed changes are detrimental to the public's health, safety, and general welfare and am unable to make the following required Tentative Subdivision Map Findings: I am unable to make the Finding(s) _____ as it relates to _____. Therefore, I cannot approve the Tentative Subdivision Map."

Business Impact (per NRS Chapter 237):

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

See Attached Report for Background/Analysis/Findings.

PROJECT SUMMARY

CASE NUMBER(S):	• ZMA22002 & TSM22001
REQUESTED ACTION(S):	• Zoning Map Amendment and Tentative Subdivision Map
PROJECT DESCRIPTION:	• The proposed development will consist of a 9-lot subdivision located within the Mixed Use Zoning district, on an approximately 28.42 acre project site. The project is expected to contain both Residential and Commercial uses. The Zoning Map Amendment aims to bring the project site's zoning into conformance with the Master Plan Land Use designation of SMU (Suburban Mixed Use), whereas the Subdivision Map aims to divide the project site into individual lots, based on the proposed land uses.
PROPERTY OWNER:	• Betty Jackson Trust
APPLICANT:	• Phelps Engineering Services
LOCATION:	• 590 & 600 West W. Main Street
SITE SIZE:	• ±28.42 Acres
EXISTING ZONING:	• Split Zoned - C2 (General Commercial) and SF6 (Single Family, 6,000 sq. ft. minimum lot size)
PROPOSED ZONING	• MU (Mixed Use)
EXISTING LAND USE:	• SMU (Suburban Mixed Use)
WARD INFORMATION:	• Ward 1 – Councilman Lacy

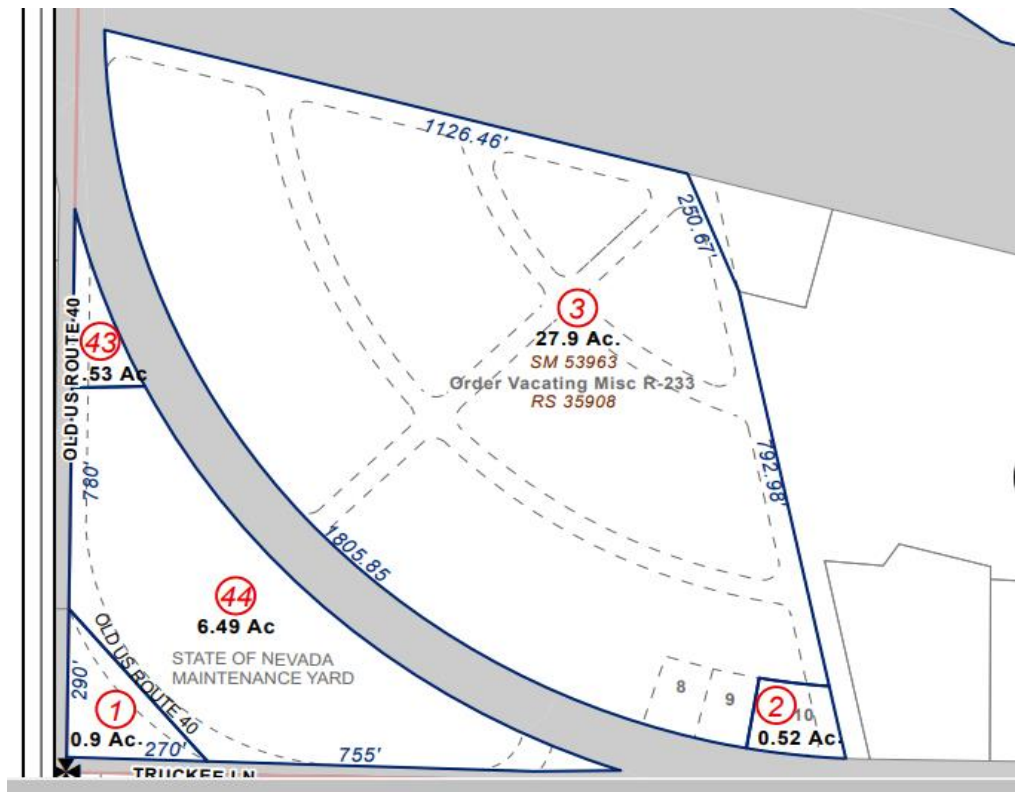
***A PUBLIC HEARING IS REQUIRED**

POLICY REFERENCE

<i>Nevada Statutes:</i>	<i>NRS 278A</i>
<i>Fernley Municipal Code:</i>	<i>Title 32</i>
<i>Policies & Procedure Manual:</i>	<i>N/A</i>
<i>Community Assessment:</i>	<i>N/A</i>
<i>City of Fernley Development Code:</i>	<u>§32.03.040(e) (Zoning Map Amendments)</u> <u>§32.03.060(f) (Subdivision Maps)</u> <u>§32.06.090 (MU -Mixed Use)</u> <u>§32.09.090 (Landscaping and Screening)</u> <u>§32.09.035 (Dedication of Water)</u> <u>§30.09.140 (Streets (roadways))</u> <u>§32.09.150 (Utilities)</u>

BACKGROUND

The project site has been under the ownership of the Betty Jackson Trust since the early 1950's (Lyon County Records – Document 37-141). Throughout this time period, the property has generally remained vacant, with no fixed development or registered personal property located on either of the project parcels. A Greenbelt had been approved on the parcels in May of 1999 and records do indicate that the property was utilized for herding livestock. The current project site shows no evidence of agricultural usage. Although no official record of subdividing the property exists on the County Assessor's website, the official Plat Map indicates that the land may have been proposed to be subdivided at one point for housing development, as shown by the dotted lines on the project parcels below:



The project site itself consists of two parcels (APN's 021-071-02, 021-071-03) and a combined project area of approximately 28.42 acres. The project site is generally surrounded by similar land uses, with every parcel one (1) mile east of the project site sharing the same land use designation (SMU – Suburban Mixed Use). There is additionally future residential development directly south of the project site on the other side of W. Main Street, which is designated for medium to higher density MR (Mixed Residential) and SF (Single Family) development. Additionally, the project area lies directly north/east of S.R. 427 (W. Main Street) and directly south of the Union Pacific Railroad Right-of-Way.

It is important to note that the majority of the project area is currently split-zoned. While the smaller ±0.52 acre parcel (APN: 021-071-02) is currently zoned C2 (General Commercial), the larger ±27.9 acre parcel (APN: 021-071-03) is currently split-zoned C2 and SF6 (Single Family, 6,000 sq. ft. minimum lot size). The split zoning very likely occurred due to a parcel map or reversion to acreage map that may have taken place in the past and gave the new parcel properties of both zoning codes. The proposed Zone change will bring the parcel into conformance with the City's Comprehensive Master Plan and ensure that the split zoning is removed and resolved.

The project site currently has a Land Use designation of SMU (Suburban Mixed Use), and a split zoning of SF6 (Single Family, 6,000 sq. ft. lot size) and C2 (General Commercial). To bring this project into compliance with the goals and policies of the 2018 Comprehensive Master Plan, the applicant has filed a Zoning Map Amendment request to change the existing Split Zoning of C2 and SF6 to MU (Mixed Use). The MU zoning is an equivalent zoning code classification within the SMU land use designated areas and allows for appropriate medium to high density development along the W. Main Street corridor. Currently, the parcels of land directly surrounding the project site are zoned either C2 or SF6, with a high density manufactured home park located directly east of the project site. A residential development is proposed south of the project site, although W. Main Street will act as a buffer between the two developments, creating some degree of separation between the projects.

[illegible]

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property owners association within the development. Any roadway development will comply with the City of Fernley Development standards, along with any regulations identified by the City's Engineering Department, Public Works Department, and the Nevada Department of Transportation.

Sewer and Water discoveries were made by the applicant during the development process. Given that the project is proposed to be rezoned to the MU (Mixed Use) district, connecting to City water and sewer services are required, as is stated within the City of Fernley Development code. The development will utilize the existing 12" diameter sewer main located along the north property line, adjacent to the Union Pacific Railroad right-of-way. It is understood that this Sewer Line has existing capacity to serve the development, though future upgrades and improvements may be required in the near future. Sewage collected from the project site will flow east, first to the West Lift Station, and ultimately to the East Wastewater Treatment Plant. An 8-inch sanitary sewer main is proposed to connect to the 12-inch main at the northern property line and run down the eastern property boundary, adjacent to the irrigation/drainage ditch. From there, the 8-inch sewer line will be undergrounded through the project's interior roadway and branch out into each individual lot. Both 6-inch and 4-inch sewer laterals will serve each individual lot, with sewer line diameter depending on the specific land use and occupancy for each lot. Water connections will also be utilized through an existing water main. An 8-inch main will connect to the 12-inch water line located underneath W. Main Street and will then be routed northwards to the projects' interior roadway, whereby it will travel east-west through the project site, and branch out at various lot entryways, to serve each lot. The proposed water line will be 'looped', ensuring that the branched line reconnects to back on to W. Main Street, to the 20-inch main further west. The specific diameter of each water line within the lots will be dependent on the specific land use and occupancy of the parcel.

Given that the project area is located within Flood Zone level AE, a drainage and hydrology report was provided by the applicant as well. Drainage and retention for the project site will generally be handled via the aforementioned drainage channel that will run along the northern and eastern project boundaries. The project area has a gentle slope, with an approximate gradient of 0.5% to the west-northwest of the site. Flows and runoff collected by the channel will flow to the northwestern site of the project, where a retention pond will be constructed to hold runoff, as well as allow infiltration of runoff into the soil. The proposed retention pond will be approximately 57,350 cubic feet in volume and will be constructed according to the City of Fernley Public Works Design Standards. It is estimated that infiltration will occur at an approximate rate of 8.0 inches per hour. Given the large size of the project area, Storm Drains and additional piping will also be constructed to provide additional runoff for the project area. These additions will tie into some of the goals and strategies outlined within the City of Fernley's Storm Drain Master Plan.

A Traffic Study was provided by the applicant as it was expected that the proposed development would generate greater than 100 peak hour trips. The project is expected to generate an additional 322 AM peak hour trips, and 584 additional PM peak hour trips. These values were generated according to the ITE (Institute of Transportation Engineers) 2018 Land Use standards, and it was found that an additional 6,623 Average Daily Trips would be generated as a result of this project. Both the City of Fernley as well as the Nevada Department of Transportation identify LOS (Level of Service) D as the minimum service threshold for which traffic and roadway improvements need to be made. Level of Service D is generally defined as:

“Approaching unstable flow. Speeds slightly decrease as traffic volume slightly increase. Freedom to maneuver within the traffic stream is much more limited and driver comfort levels decrease. Vehicles are spaced about 160 ft(50m) or 8 car lengths. Minor incidents are expected to create delays. Examples are a busy shopping corridor in the middle of a weekday, or a functional urban highway during commuting hours. It is a common goal for urban streets during peak hours, as attaining LOS C would require prohibitive cost and societal impact in bypass roads and lane additions.”

This means that any roadway intersection equal to or higher than LOS D (D, C, B, A) will not require any significant infrastructure improvements, while those below LOS D (E, F) will require improvements. While some of the intersections around W. Main Street are not anticipated to be overly impacted by the project, the 2 new access driveways (Truckee Lane extension and Humboldt Lane) are expected to create significant traffic conditions at the point where they intersect with W. Main Street. The traffic study identified that the project would require some level of infrastructure improvements, related to signage, striping, and traffic control improvements. The full recommendations of the provided traffic study for the 600 W. Main Street development are stated below:

“ - Traffic generated by the 600 W. W. Main Street Development will have some impact on the adjacent street network. The following recommendations are made to mitigate project traffic impacts.”

- “It is recommended that any required signage, striping, or traffic control improvements comply with the Nevada Department of Transportation and City of Fernley Requirements.”

- “It is recommended that the West Main/Truckee Lane East Driveway intersection be designed to include a minimum of one left turn lane and one shared through-right turn lane at both the north driveway and south Truckee Lane approaches and an exclusive right turn lane with a minimum of 215 feet of deceleration length at the east approach. It is recommended that a traffic signal be installed at the West W. Main Street/Truckee Lane -East Driveway intersection when warranted.”

- “It is recommended that the West W. Main Street/West Driveway (Humboldt Lane) intersection be designed to operate with limited left-in/right-in/right-out movements and contain stop sign control at the driveway approach and an exclusive right turn lane with a minimum of 215 feet to deceleration length at the east approach.”

Should the Planning Commission determine the project, as submitted and conditioned, is consistent with the development code, will not have a significant adverse impact on the existing surrounding uses, promotes the public health, safety, and general welfare, and can make the applicable Findings, the Planning Commission can forward a recommendation for approval to the City Council.

If the Planning Commission cannot make some or all the applicable Findings and determines the project, as submitted and conditioned, is not consistent with the development, will have a significant adverse impact on the existing uses, and/or does not promote the public health, safety and general welfare, the Planning Commission can deny the application. The motion to deny should be based on information received in written materials and at the public hearings on this matter and the Planning Commission’s inability to make any Finding(s) should be explicitly described.

FINDINGS

Zoning Map Amendment

Z1: Consistency with the City's Master Plan and otherwise consistent with State & Federal Law.

Relationship to the Master Plan

1. MU (Mixed Use)

The proposed development is located within an area designated SMU (Suburban Mixed Use) in the City of Fernley's Comprehensive Master Plan. The description of the Suburban Mixed Use land use states that the equivalent zoning districts are MDR14 (Medium-density residential, 7-14 dwelling units per acre), MF30 (Multi-family residential, 21-30 dwelling units per acre), MU (Mixed Use, 30 max. dwelling units per acre), and C1 (Neighborhood Commercial, 10-21 dwelling units per acre). Per the Comprehensive Master Plan document, the Suburban Mixed Use land use consists of mixed commercial and residential areas in close proximity to one another, with general medium to high density residential development (7-30 dwelling units per acre).

The Comprehensive Master plan additionally states that Municipal services are required in Suburban Mixed Use designations, and that they are located in/around larger arterial or collector streets, such as Main Street. The vertical and horizontal mixing of uses is also encouraged to create a distinct sense of location or 'place'. Land uses within the SMU generally consist of Commercial development such as General Retail, Food & Beverage Sales, Small-Scale Personal Services, and Office space. Residential developments such as Condominiums, Townhomes, and Apartment buildings are also common land uses within the SMU designation. The maximum density associated with the Mixed Use zoning district is 30 dwelling units per acre.

2. The Land Use Plan Goals and Action Strategies in the 2018 Comprehensive Master Plan that are relevant to this proposal include:

Population , Housing, and Employment

HP.1.1 Enhance Fernley's vitality as a community by providing a variety of housing types, density, and costs that accommodate the needs, desires, and financial abilities of the current and future households.

- HP.1.1.1 Encourage higher densities in the downtown core and as part of master planned communities that also provide a mixture of job-generating and commercial land uses within the overall development.
- HP.1.1.2 Encourage large-scale housing development that incorporates efficient land use techniques and creates a distinct sense of place and neighborhood diversity.
- HP.1.1.4 Encourage the efficient use of land and existing infrastructure by focusing on achieving good design in new housing or redeveloped housing on either vacant and infill parcels and/or under-developed parcels.

HP.1.2 Encourage housing that supports sustainable development patterns by promoting the efficient use of land, conservation of natural resources, easy access to services and public facilities such as parks, and resource-efficient design and construction.

HP.1.2.1 Foster flexibility in the division of land and the siting of buildings and other improvements to reduce new development's impact on environmentally sensitive areas.

HP.1.4 Provide opportunities for high-density residential development near the downtown core and elsewhere in the community where appropriate.

HP.1.4.1 Multi-family land use should be dispersed throughout the community near employment centers and transportation corridors rather than concentrated in a few areas.

HP.1.8 Coordinate population growth with the availability of water, sanitary sewer, streets and highways and other public facilities and services.

HP.1.8.1 The City of Fernley Department of Community Development staff will document the demands for public services and facilities relative to existing and planned population in staff reports prepared in conjunction with applications to amend the Comprehensive Master Plan.

Land Use

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

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

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

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

LU.1.2 Encourage new development to be in accordance with the Comprehensive Master Plan land use category, and other land use controls to accomplish community principles.

LU.1.2.1 Monitor development applications that intend to utilize the underlying zoning. Modify the Development Code as necessary to ensure development that reflects the community goals envisioned in the Comprehensive Master Plan.

LU.1.3 Provide a balanced distribution of employment and population

LU.1.3.1 Encourage land uses and development, which maintains a balance of population, housing, and employment.

LU.1.3.2 Maintain adequate supplies of developable land for both residential and commercial land uses.

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

- LU.1.4.1 Projects shall be evaluated with the intent to promote land use compatibility; community design measures can increase compatibility among adjoining land uses.
- LU.1.4.5 Require development plans to address conditions unique to the developing area and minimize impacts to adjacent properties.
- LU.1.4.6 Review all projects in relation to their geographic location, impacts to adjacent communities, fiscal impact and mitigation measures to protect natural and cultural resources. Apply specific conditions of approval tailored for each development proposal.

LU.1.5 Promote infill development.

- LU.1.5.1 Encourage the intensification of land use in the existing community core.
- LU.1.5.4 Adopt development regulations that recognize the relationship between land use timing and the provision of services and facilities.

LU.1.6 Create a growth pattern that assures flexible, feasible and efficient projects.

- LU.1.6.1 Support for developmental approval of projects that provide an appropriate balance of population.
- LU.1.6.2 The land use designations include minimum service standards that shall apply to proposed developments and land use changes.

LU.1.12 It is the intent of the City of Fernley to provide timely, orderly, and efficient arrangement of adequate public facilities and infrastructure that support existing and planned land use patterns and densities.

- LU.1.12.1 Subdivision or intensification of land without adequate public facilities available to serve the new development as it occurs shall not be allowed.

Transportation

T.1.1 Require that roadway facilities be maintained and constructed as needed to ensure high quality and safe travel on major streets and at major intersections.

- T.1.1.1 The minimum Level of Service on all city maintained roadways shall be LOS D. The City will work with representatives from NDOT to ensure timely improvements are planned when NDOT roadways are forecast to fall below LOS D.
- T.1.1.6 Require all new development to be consistent with the access right-of-way dedication and improvement standards as specified in the Public Works Design Manual and pursuant to the functional classification as defined in this chapter.

T.1.3 Implement street design and access standards to provide for safe and efficient movement of goods and people.

- T.1.3.1 Assure that access to all new individual residential lots and/or units is provided only from collectors or local streets.
- T.1.3.2 Require stub streets in developments adjacent to undeveloped parcels that are planned for development to ensure street connectivity between projects.

- T.1.3.4 Require proposed new development that intends to connect with an NDOT roadway to incorporate the NDOT Access Management System and Standards into the project design. These standards regulate access onto the roadway network in order to protect health, safety and welfare of the public, maintain the rights-of-way, and to preserve the functional classification level of the roadway network while meeting the needs of the motoring public.
- T.1.3.5 Neighborhood streets should be designed to incorporate traffic calming techniques to discourage through traffic and minimize excessive speed.

Public Services and Facilities

PSF.1.1 To provide and maintain a reliable and adequate water supply and delivery system.

- PSF.1.1.3 Final maps and building permits will only be approved when adequate water rights have been dedicated to the City of Fernley, and the applicable service and connection fees have been paid.
- PSF.1.1.4 Areas planned for urban or suburban development (residential densities of one or more dwelling units per acre or comparable non-residential development will be served by a community water supply system consistent with adopted policies in the Land Use Chapter of the Fernley Comprehensive Master Plan.

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

PSF.1.4 Reduce water demand through xeriscape project landscaping, reclamation and reuse of treated wastewater for golf courses, medians, parkways and other appropriate application uses.

- PSF.1.4.1 The Department of Community Development will include provisions for reclamation of water resources and appropriate uses for wastewater application in the City of Fernley Development Code.

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

- PSF.2.1.1 All new development within the City limits with lot sizes equal to or smaller than 1.0 acre shall be required to connect to the municipal sewer system. New development with residential densities lower than one dwelling unit per acre shall be allowed to utilize individual septic systems with acceptable sub-surface disposal, if sewer is not available.
- PSF.2.1.2 Final maps and building permits will be approved only when adequate sewer capacity is secured and applicable service and connections fees have been paid.

- PSF.2.1.3 Sewer costs directly attributable to new development shall be paid for by the new development. The cost of providing service shall include the cost of extending service lines or other necessary facilities to the individual project site.
- PSF.2.1.4 The City will maintain and improve the existing sanitary sewer system through preventive maintenance and on-going appraisal.
- PSF.2.1.5 The City shall establish sewer use fees as required to support operations.

PSF.3.3 Ensure appropriate levels of public services and facilities are continually provided.

- PSF.3.3.1 Coordinate the provision of public services with growth and development in Fernley.
- PSF.3.3.2 Consider the financial impacts in all growth management decisions.

Z2. Consistency with the surrounding land uses.

The Zoning Map Amendment request conforms with the underlying Master Plan designation and is compatible with the character of the adjacent area. The project site is just off of Main Street, a major Commercial thoroughfare within the city of Fernley. The properties adjacent to the project site include a Recreational vehicle/Manufactured home park, a recreation and commercial center further east along W. Main Street, and a proposed medium – high density residential development on the other side of Main Street, directly south of the project site. The properties directly east of the project site have a Master Plan Land Use Designation of Suburban Mixed Use. Furthermore, all of the properties adjacent to W. Main Street near Highway 95A are within the SMU land use designation. Given that the Mixed Use zoning district is compatible with the SMU land use, the proposed zone change would be consistent with the surrounding land uses.

Z3. Public notice was given, and a public hearing has been scheduled per the requirements of the Development Code and Nevada Revised Statutes.

Public notice was given, and a public hearing was scheduled per the provisions outlined in the City's Municipal Code and Nevada Revised Statutes.

Tentative Subdivision Map

TM1: Compliance with environmental and health laws and regulation concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and where applicable, individual systems for sewer disposal.

The developer shall comply with all standards, codes, and requirements regarding connection to the City's sanitary sewer and potable water systems, including but not limited to, associated fees, easements, design standards, system looping, development code requirements, and state requirements. Prior to the recordation of a final map for the project, the developer shall provide the City with a utility plan for water and sanitary sewer that is in conformance with the City of Fernley's Municipal Code and Public Works Design Manual to the approval of the City Engineer, Public Works Director, and Administrator. The Map must be reviewed and approved by the Nevada Department of Environmental Protection prior to construction.

TM2: Availability of water that meets the applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision.

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 the project.

The developer shall pay all fees and provide all the information necessary to complete water and sewer modeling of the project. Modeling will be performed by the City of Fernley's consultant and any additional infrastructure or capacity identified by the modeling shall be included in the improvement plans and constructed by the developer.

TM3: Availability and accessibility of utilities.

The applicant proposes to utilize City Water via an existing water line located within W. Main Street. The water connection shall be looped to ensure that the connection does not end up in a stub or dead end. The developer is required to dedicate a sufficient amount of water rights to serve the project prior to approval and the recordation of a final map. A retention basin and storm drainage piping system have been proposed as a part of this development, both of which will address storm water and drainage concerns. Gas and power are provided by Southwest Gas and NV Energy respectively.

The project proposes a connection to the City's existing sewer infrastructure located at the northern boundary of the project site, adjacent to the Union Pacific Railroad. An 8-inch main will then be connected and routed south through the projects' interior roadway, and a series of 4 and 6-inch mains will serve each individual lot. Sewage that has been collected is transferred east out of the project area, through the West Lift Station and finally on to the Wastewater Treatment Plant.

The utilities necessary to serve this project currently exist adjacent to the project site. These existing utilities currently have the capacity to serve the project site, and no significant off-site improvements are required at this time.

TM4: Availability and accessibility of public services such as schools, police, and fire protection, transportation, recreation facilities, and parks.

Schools:

The proposed multifamily project within this development is expected to contain 276 units and will be processed through a separate Conditional Use Permit application, CUP 22001. The multifamily complex will be the only residential portion of the project and is expected to contribute a significant number of students to the existing schools within the Fernley area. The development will be served by Fernley Elementary School, Fernley Intermediate School, Silverland Middle School, and Fernley High School. According to the 2016 LCSD (Lyon County School District) Master Facilities Plan, the most recent data available for the Lyon County School District, most of Fernley's Schools are expected to reach or exceed 95-100% capacity by 2025. For this development however, the Fernley High School will be the only school that is expected to exceed 100% capacity by 2025, with a projected utilization rate of 106%. The other three schools that are expected to serve this project, Fernley Elementary, Fernley Intermediate, and Silverland Middle School are expected to have 2025 utilization rates of 91%, 96%, and 86% respectively.

Parks:

The tentative plan for the project highlights parcel 9, in the southeastern corner of the project site, as a potential dog park. Additionally, the In-Town Skate Park is located towards the east, roughly 0.6 miles from the project site.

Police & Fire:

The Lyon County Sheriff's office provides police protection and the North Lyon County Fire Protection District provides fire protection. The proposed development is located approximately 0.6 miles from the North Lyon County Fire Protection station and approximately 1.0 mile from the Lyon County sheriff's Office. The development is additionally proposed to have three (3) fire hydrants located along the backbone roadway for easy access.

Transportation:

The project will have two access points off of West Main Street, one of which will serve as the main access (Truckee Lane extension), and another that serves as the project's secondary access (Humboldt Lane). Both accessways will incorporate the necessary improvements outlined within the provided Traffic Study, including but not limited to signage, striping, signaling, and specific turn lanes for access as may be necessary.

TM5: Consistency with the zoning district regulations

The proposed zoning for this development is MU (Mixed Use). This zoning allows for a maximum density of 30 dwelling units per acre. The proposed multifamily residential building **(To be approved via a separate Conditional Use Permit Application)** will have ±276 units and will be located on an approximately 9.52 acre parcel. This provides an overall density of ±28.99 dwelling units per acre, which is less than the 30 du/acre specified for the MU zoning district. The proposed development is also required to comply with all development code requirements including but not limited to dimensional standards (§32.06.070), design standards (§32.06.070), and development standards (Chapter 32.09).

TM6: Conformity with the Master Streets & Highways Plan.

Any roadway construction additions or improvements required to serve the project conform to the Master Streets and Highways Plan, and be approved by the City Engineer, Administrator, and Public Works Director. The main arterial or collector road that will serve this development is State Route 427, or W. Main Street. It is expected that the W. Main Street corridor will exceed its capacity by 2040, as development occurs within the Downtown Fernley area. Any improvements made to the Main Street Right of Way by the developer will need to ensure adequate capacity on the Main Street corridor for future development in the surrounding area.

TM7: Effect of the proposed subdivision on existing public streets, and the need for new streets or highways to serve the subdivision.

Any roadway construction additions or improvements required to serve the project conform to the Master Streets and Highways Plan, and be approved by the City Engineer, Administrator, and Public Works Director. Based on the Traffic Study provided by the applicant, the proposed development is expected to create an additional 6,623 additional daily trips – 322 during peak AM hours, and 584 during peak PM hours. The traffic study additionally provided a series of recommendations for improvements to be made, regarding road signage, turn lanes, striping, and signaling, which would benefit the proposed development.

TM8: Physical Land Characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties.

The project site is surrounded by Commercial-Residential development directly east (Fernley RV Park), future residential development directly south (Red Hawk Ranch), commercial property to the west (Fernley Self Storage), and both commercial + industrial properties to the north (Vacant commercial property, + Valley Joist LLC warehouse). The residential properties directly south and west of the project site are also buffered by the Main Street Right of way, which provides some degree of separation between the project area and the surrounding uses. The Union Pacific Railroad right-of-way additionally provides an approximately 360 foot wide buffer between the project site and the commercial/industrial properties to the north.

The project site has a very gentle slope of approximately 0.5% to west-northwest. The project area does lie within Flood Zone area AE, as depicted in the Flood Insurance Rate Map (FIRM) number 32019C0082E. This essentially means that there is a 1% chance that the site could flood each year. The developer has addressed this issue via a drainage and hydrology report, which proposes the development of a drainage channel and retention basin along the northern and southern property boundaries to control runoff into the project site. Additional storm drain piping has also been proposed as a means of controlling runoff in multiple areas of the project site. These measures will ideally allow for the Tentative Map to go through the CLOMR (Conditional Letter of Map Revision) process with FEMA to remove the proposed lots from the Flood Zone area.

TM9: Recommendations and comments of Review Bodies

The application was distributed to the City's Public Works Department, City Engineer, and several outside agencies for comment. Comments were received and provided to the applicant. The application has been conditioned such that all comments and recommendations of reviewing bodies shall be addressed prior to Final Map Approval.

TM10: Conformity to the Master Sewer and Water utility plan

The developer shall comply with all standards, codes, and requirements regarding connection to the City's sanitary sewer and potable water systems, including but not limited to: associated fees, easements, design standards, system looping, development code requirements, and state requirements. Prior to the recordation of a final map for the project, the developer shall provide the City with a utility plan for water and sanitary sewer that is in conformance with the City of Fernley's Municipal Code and Public Works Design Manual to the approval of the City Engineer, Public Works Director, and Zoning Administrator. The project must also be reviewed and approved by the Nevada Department of Environmental Protection prior to construction.

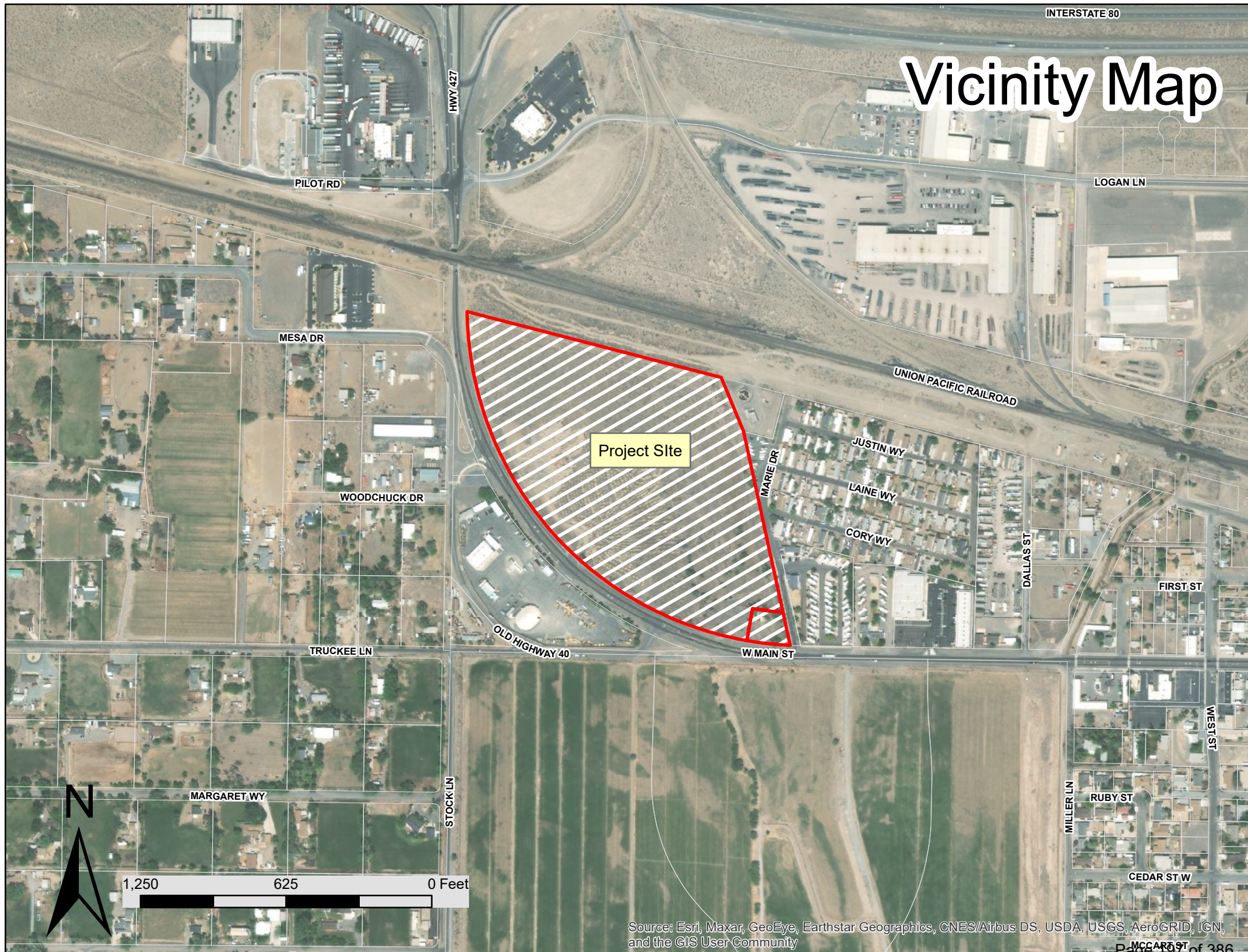
TM11: Compliance with this code and all other applicable regulations

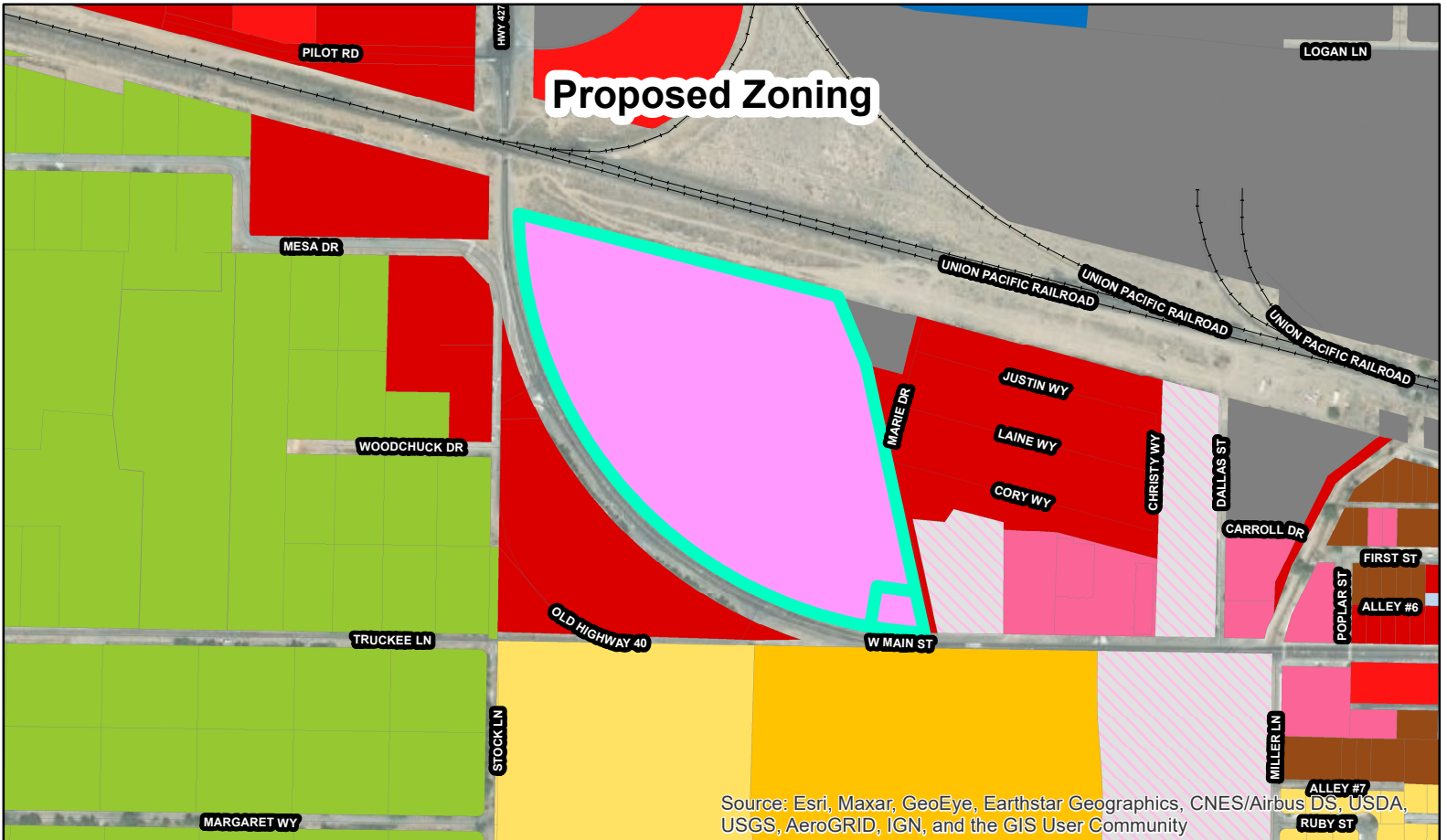
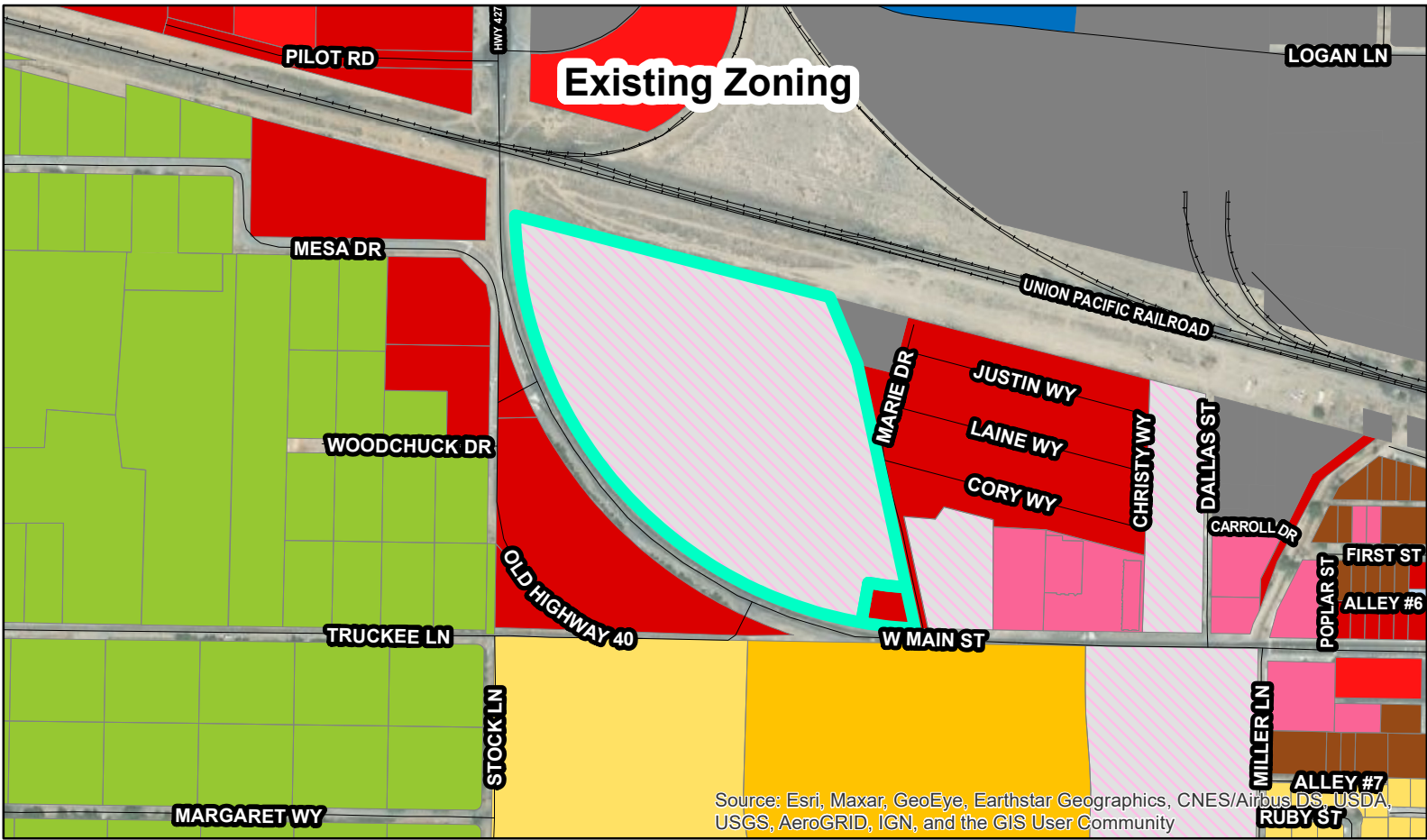
The developer shall comply with the design standards and regulations as set forth in the City of Fernley's Development Code and Public Works Design Manual unless in conflict with the local, state, or federal regulations, in which case the more stringent regulation will take precedence. The developer shall comply with all engineering requirements within the City's Municipal Code Title 32, including but not limited to: Compliance with Site Development Standards, Floodplain Management, Roadways, Undergrounding of Utilities, and Water & Wastewater Facilities to the approval of the Zoning Administrator, City Engineer, and Public Works Director, prior to the recordation of a Final Map for the project.

ATTACHMENTS

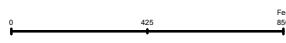
1. Vicinity Map
2. Existing & Proposed Zoning Exhibit
3. Bill #307 – Ordinance for a Zoning Map Amendment
4. Tentative Map Plan Set
5. Preliminary Landscaping Plan
6. Traffic Study
7. Conditions of Approval – TSM22001

Vicinity Map





NOTE: The scale and configuration of all information shown hereon are approximate only and are NOT intended as a guide for design or survey work. Reproduction is NOT permitted without prior written permission from the City of Fernley



	600_Main		GR20		RR5		RR1		RR½		SF9		SF6		MF21		C1		EC		PF
	MU		SF20		SF12		MDR14		RR1		SF9		SF6		MF30		C2		I		OSP
	MU		SF20		SF12		MDR14		RR1		SF9		SF6		MF30		TC		I		OSP

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

BILL # 307
CITY OF FERNLEY
ORDINANCE # 2022-004

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA22002, TO CHANGE THE ZONING FROM C2 (GENERAL COMMERCIAL) AND SF6 (SINGLE FAMILY, 6,000 SQ. FT. MINIMUM LOT SIZE) TO MU (MIXED USE) ON A SITE APPROXIMATELY ±28.42 ACRES IN SIZE LOCATED AT 590 AND 600 W. MAIN STREET, FERNLEY, NV, ASSESSOR'S PARCEL NUMBERS 021-071-02, AND 021-071-03, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

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

Section 1: The zoning of property described in Exhibit "A" and shown in Exhibit "B", which is attached hereto and incorporated herein by reference, situated in the City of Fernley, County Of Lyon, State Of Nevada, Is Hereby Changed from C2 (General Commercial) and SF6 (Single Family, 6,000 sq. ft. minimum lot size) to MU (Mixed Use) on a site approximately ±28.42 acres in size located at 590 and 600 W. Main Street, Fernley, NV (APN: 021-071-02, and 021-071-03).

SECTION 2: The zoning map of the City of Fernley is hereby amended in accordance with the zoning map amendment herein.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the plan certified herein as provided by law.

SECTION 5: This ordinance shall become effective upon passage, approval, and publication.

SECTION 6: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare and convenience.

SECTION 7: If any subsection, phrase, sentence or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 8: The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL # 307 BEING HEREBY PROPOSED on the 6th day of April 2022.

BILL # 307 BEING HEREBY PASSED, APPROVED and ADOPTED this 20th day of April 2022, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Roy Edgington, Mayor

Date: _____

Attest By: _____
Kim Swanson, City Clerk

Date: _____

EXHIBIT "A"
600 WEST MAIN

A PART OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 11, TOWNSHIP 20 NORTH, RANGE 24 EAST, MOUNT DIABLO MERIDIAN, SITUATE IN THE CITY OF FERNLEY, LYON COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT SUBDIVISION KNOWN AS "**HARTSOCK SUBDIVISION**" FOUND IN DOCUMENT NO. 53963M, PUBLIC RECORDS OF LYON COUNTY, NEVADA, TOGETHER WITH BILLINGSLEY AVENUE, CENTRAL AVENUE, HARTSOCK AVENUE, HURSH AVENUE, AND MAIN STREET AS SHOWN ON SAID SUBDIVISION.

LESS THAT PORTION SHOWN ON THE RECORD OF SURVEY FOR "**FERNLEY UTILITIES**" FOUND IN DOCUMENT NO. 153335, PUBLIC RECORDS OF LYON COUNTY, NEVADA.

CONTAINING 28.42 ACRES, MORE OR LESS.

BEARING BASE: THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW¼) OF SAID SECTION 11 IS ASSUMED TO BEAR NORTH 89°10'30" WEST AND ALL BEARINGS CITED IN SAID SUBDIVISION MAP ARE RELATIVE THERETO.

For the firm, by:
Richard A. Pedraza

PLS #21076

State of Nevada



155 Country Estates Circle
Reno, NV 89511

600 W. MAIN - EXHIBIT "B"

SCALE 1"=250'

HARTSOCK SUBDIVISION

FERNLEY, NEVADA

53963 9/16/46 #2
OFFICIAL PLAT

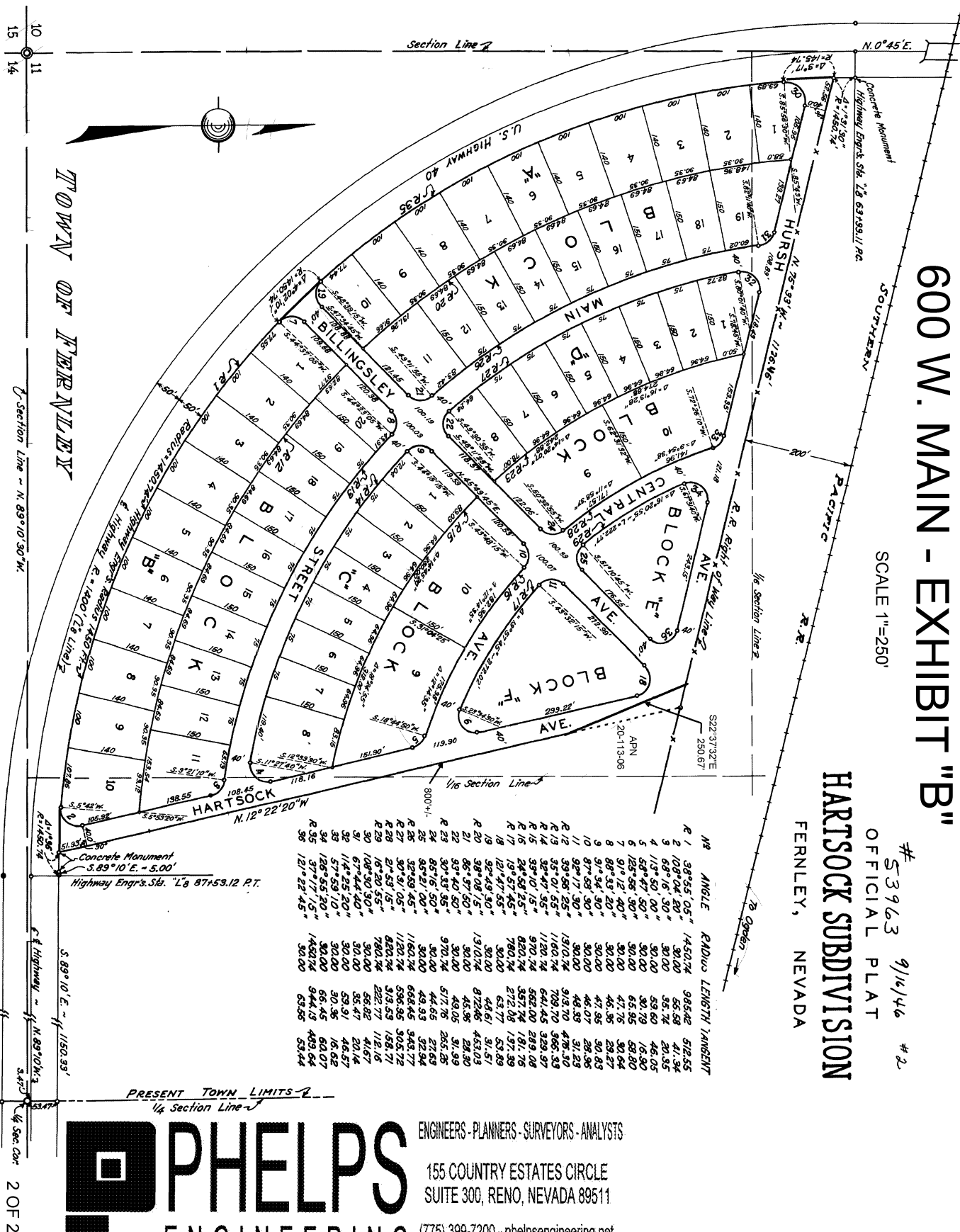
NR	ANGLE	RADIUS	LENGTH	INCHES
1	39°55'05"	1450.74	985.82	518.55
2	109°04'00"	30.00	55.45	31.24
3	69°16'30"	30.00	35.74	20.35
4	118°50'00"	30.00	59.60	33.65
5	58°47'50"	30.00	30.79	17.50
6	125°56'30"	30.00	65.95	36.80
7	91°12'40"	30.00	47.76	26.64
8	89°43'20"	30.00	45.35	25.27
9	91°41'30"	30.00	47.95	26.83
10	87°58'30"	30.00	46.07	25.95
11	99°17'30"	30.00	48.59	27.23
12	59°58'25"	1510.74	918.70	476.30
13	35°01'55"	1160.74	709.70	395.37
14	38°47'35"	1120.74	644.45	359.97
15	39°10'15"	970.74	552.00	299.08
16	24°58'25"	820.74	357.74	191.75
17	19°57'45"	780.74	272.08	137.39
18	12°47'55"	30.00	53.77	29.89
19	32°49'30"	30.00	48.61	26.51
20	39°08'15"	1310.74	872.45	453.03
21	66°47'50"	30.00	45.35	25.30
22	39°40'50"	30.00	48.05	26.67
23	30°33'35"	970.74	517.75	285.25
24	85°47'50"	30.00	44.65	24.83
25	86°21'00"	1160.74	668.45	343.77
26	32°49'45"	1120.74	596.95	305.72
27	30°31'05"	820.74	313.53	158.71
28	27°53'15"	780.74	222.77	112.16
29	16°20'55"	30.00	55.82	31.46
30	10°50'30"	30.00	35.47	20.14
31	67°44'40"	30.00	59.91	33.07
32	11°25'20"	30.00	30.35	16.82
33	57°59'10"	30.00	66.45	36.07
34	12°43'20"	1450.74	944.13	493.64
35	51°11'15"	30.00	53.44	29.44
36	12°22'45"	30.00	53.44	29.44

PHHELPS
ENGINEERING

ENGINEERS - PLANNERS - SURVEYORS - ANALYSTS

155 COUNTRY ESTATES CIRCLE
SUITE 300, RENO, NEVADA 89511

(775) 399-7200 - phelpsenengineering.net
info@phelpsenengineering.net



GENERAL NOTE FOR ALL DETAILS

1. ALL MATERIALS FURNISHED AND WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS" CONSTRUCTION (SSPWC OR ORANGE BOOK).

GENERAL NOTES FOR WATER SERVICE

1. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF OSHA AND CHAPTER 618 OF NRS, IN THE CONSTRUCTION PRACTICES FOR ALL EMPLOYEES DIRECTLY ENGAGED IN THE COMPLETION OF THIS PROJECT.

2. THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK ACCORDING TO GENERALLY ACCEPTED CONSTRUCTION PRACTICES.

3. ALL UNDERGROUND VALVES LARGER THAN 2", TEES, ETC., SHALL BE COATED IN MASTIC.

4. NOTIFY CITY OF FERNLEY 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

5. FIBER-REINFORCED PORTLAND CEMENT CONCRETE (P.C.C.) SHALL HAVE THE FOLLOWING CHARACTERISTICS: 4000 PSI MIN. COMPRESSIVE STRENGTH @ 28 DAYS; MIN 6 SACKS OF CEMENT PER CUBIC YARD WITH A MAX. WATER/CEMENT RATIO OF 0.45; AIR ENTRAINMENT 5% ± 1.5%; SLUMP AT 1 TO 4 INCHES; ALL MATERIALS SHALL CONFORM TO SSPWC SECTION 202. POLYPROPYLENE FIBERS SHALL BE ADDED TO THE P.C.C. PER THE MANUFACTURERS RECOMMENDATIONS.

6. NO OTHER UTILITIES MAY BE PLACED IN A WATER OR SEWER TRENCH.

7. BACKFLOW PREVENTION IS REQUIRED PER DETAILS # 31 THRU # 40. RESIDENTIAL SUBDIVISIONS DO NOT TYPICALLY REQUIRE DETAILS # 31 THRU # 40. CITY OF FERNLEY WILL NOTIFY WHEN THESE SHEETS ARE REQUIRED.

8. CONTRACTORS SHALL COMPLY WITH HOST EMPLOYER (CITY OF FERNLEY) SAFETY PROGRAM

9. CONTRACTOR IS RESPONSIBLE FOR REVIEWING HOST EMPLOYER'S SAFETY PROGRAM. CONTRACTOR AT PRE-BID SHALL FURNISH CITY OF FERNLEY SAFETY RECORDS FROM THE LAST THREE YEAR PERIOD AND A COPY OF ITS OWN COMPANY SAFETY PROGRAM.

10. ALL VALVE BOXES, MANHOLE STRUCTURES, AND CLEANOUTS SHALL BE MARKED AND ACCESSIBLE AT ALL TIMES.

11.FOR DETAILS NOT SHOWN, CONTACT CITY OF FERNLEY @ 775-784-9910, FAX 775-784-9966.

12. THE OWNER IS RESPONSIBLE FOR FURNISHING QUALIFIED SITE INSPECTIONS DURING CONSTRUCTION OF PUBLIC IMPROVEMENTS.

13.CITY OF FERNLEY SHALL APPROVE OF THE INSPECTOR & TESTING FIRM PRIOR TO CONSTRUCTION.

14. THE INSPECTOR SHALL INVENTORY ALL CONSTRUCTION MATERIALS TO ENSURE QUALITY CONTROL. REJECTION OF DEFECTIVE MATERIALS MUST BE COORDINATED WITH CITY OF FERNLEY.

15.PERFORM PLASTIC PIPE BALL AND MANDREL TESTS ON NEWLY INSTALLED SEWER PIPE IN ACCORDANCE WITH SECTION 336.03.09 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

16.PERFORM AIR PRESSURE TESTING ON NEWLY INSTALLED SEWER PIPE IN ACCORDANCE WITH SECTION 336.03.07.04 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

17. ALL NEW PUBLIC WATER MAINS SHALL BE 8" OR LARGER.

18. CONTRACTOR IS RESPONSIBLE TO MAKE FIELD MEASUREMENTS TO LOCATE AND SIZE EXISTING FACILITIES OR UNDERGROUND UTILITIES.

19.PLACE CHLORINE TABLETS IN WATER LINES AS FOLLOWS:
3 TABLETS PER 6" DIAMETER OF LINE;
4 TABLETS PER 8" DIAMETER LENGTH OF LINE;
5 TABLETS PER 10" DIAMETER LENGTH OF LINE;
6 TABLETS PER 12" OR GREATER DIAMETER LENGTH OF LINE;
TABLETS MUST BE GLUED AT EQUALLY SPACED INTERVALS TO INSIDE OF PIPE USING APPROVED ADHESIVE. DISINFECTION SHALL MEET AWWA STANDARD C651.

20.CONTRACTOR SHALL SUBMIT CUT SHEETS & SHOP DRAWINGS FOR REVIEW TO THE PROJECT ENGINEER, AND/OR THE UTILITY ENGINEER PRIOR TO ORDERING CONSTRUCTION MATERIALS. A SIGNED SET OF DRAWINGS MUST ALWAYS BE AVAILABLE ONSITE DURING CONSTRUCTION.

21.PER THE CITY OF FERNLEY RULES AND REGULATIONS, SECTION 1.04.054, A BOND MUST BE IN PLACE PRIOR TO THE START OF CONSTRUCTION.

Detail No.

1

GEN NOTES

DATE

05/08

REVISIONS

RELOCATED NOTES WITH DETAIL ID

BY

GENERAL NOTES

Detail No.

2

GEN NOTES

DATE

05/08

REVISIONS

RELOCATED NOTES WITH DETAIL ID

BY

GENERAL NOTES FOR SANITARY SEWER

1. SEWER LINE CLEANING SHALL BE PERFORMED WITH HYDRAULICALLY PROPELLED, HIGH-VELOCITY JET, MECHANICALLY POWERED EQUIPMENT, OR OTHER PUBLIC WORKS APPROVED DEVICES. THE CLEANING SHALL RESTORE THE SEWER LINES TO A MINIMUM OF 95% OF THE LINES ORIGINAL CARRYING CAPACITY. FINAL ACCEPTANCE SHALL BE MADE AFTER SUCCESSFUL INSPECTION TO THE PUBLIC WORKS INSPECTORS SATISFACTION THAT THE CONDITIONS ABOVE HAVE BEEN MET.

2. SEWER GRADES SHALL BE VERIFIED AT EACH MANHOLE. INSPECTOR SHALL VERIFY PROPER OPERATION OF LEVELING EQUIPMENT AND PROCEDURE.

3. ALL NEW PUBLIC COLLECTOR SEWERS SHALL BE 8 INCHES OR LARGER.

GENERAL NOTES FOR E-ONE SEWER

1. MINIMUM BURY DEPTH IS 30 INCHES.

2. ALL LOW PRESSURE FORCE MAIN PIPING SHALL BE SDR 21 PVC FOR 2" AND 3" MAINS AND C900 PVC FOR 4" AND LARGER MAINS.

3. INSTALL AIR-RELEASE VALVES AT SYSTEM HIGH POINTS OR EVERY 2000 FT OF PIPE RUN.

4. INSTALL FLUSHING STATIONS AND ISOLATION VALVES AT EVERY 1500 FT OF PIPE RUN AND WHENEVER TWO OR MORE MAINS COME TOGETHER.

5. "LOOPED" SYSTEMS ARE NOT ALLOWED.

6. SIZE SEWER MAINS IN ACCORDANCE WITH TABLES 4 AND 7 (MAXIMUM NUMBER OF GRINDER PUMP CORES OPERATING DAILY AND SCH 40 PVC PIPE FLUID DYNAMICS) FROM THE ENVIRONMENT-ONE CATALOG.

7. USE OF ENVIRONMENT-ONE SYSTEM COMPONENTS HAS BEEN AUTHORIZED BY THE UTILITY. ALTERNATE SYSTEM WILL BE REVIEWED ON A CASE-BY CASE BASIS.

8. "FLAPPER" TYPE STOP-CHECK VALVES SHALL BE INSTALLED AS CLOSE TO THE MAIN LINE AS FEASIBLE.

GEOTECHNICAL NOTE:

1. BACKFILL OF L.P. SEWER TRENCHES SHALL BE IN ACCORDANCE WITH THE DETAIL ON PAGE ONE OF THESE CITY OF FERNLEY STANDARDS. THE REQUIREMENT FOR CLASS 'A' BEDDING SAND MAY BE WAIVED IF THE TRENCH IS IN A NON-STRUCTURAL LOCATION AND THE NATIVE MATERIAL HAS A PLASTICITY INDEX OF LESS THAN 20.

SYSTEM TESTING:

1. THE CITY OF FERNLEY OR IT'S AUTHORIZED INSPECTOR SHALL INSPECT ALL SYSTEMS PRIOR TO BURIAL.

2. COMPACTION TESTING (≥90% ASTM D1557A) IS REQUIRED IN ALL STRUCTURAL AREAS.

3. HYDROSTATIC ALLY TEST THE LINE TO 150% OF DEAD HEAD PRESSURE (90 psi) FOR 2 HOURS. SYSTEM SHALL NOT LOSE MORE THAN 5 psi WITHIN THIS TESTING PERIOD.

Detail No.

4

GEN NOTES

DATE

05/08

REVISIONS

RELOCATED NOTES WITH DETAIL ID

BY

GENERAL NOTES

Detail No.

5

GEN NOTES

DATE

05/08

REVISIONS

RELOCATED NOTES WITH DETAIL ID

BY

WATER MAIN PRESSURE & BACTERIA TESTING

1. CONTRACTOR SHALL MAINTAIN TEST PRESSURE WITHIN 5 PSI FOR A PERIOD OF 2 HOURS. TEST PRESSURE SHALL BE 150 AND 200 PSI, PER PRESSURE ZONE, AS INDICATED ON PLANS.

2. ALLOWABLE LEAKAGE SHALL BE DETERMINED BY THE FOLLOWING:
$$\text{ALLOWABLE LEAKAGE (GALLONS PER HOUR)} = \frac{SD \sqrt{P}}{133,200}$$
WHERE S = LENGTH OF PIPE IN TEST SECTION (FEET)
D = PIPE DIAMETER (INCHES)
P = TEST PRESSURE (PSIG)

3. LEAKAGE SHALL BE MEASURED BY THE VOLUME OF WATER REQUIRED TO MAINTAIN THE TEST PRESSURE WITHIN 5 PSI FOR THE TEST PERIOD, NOT THE DROP IN PRESSURE.

4. INSPECTOR IS RESPONSIBLE FOR OBTAINING AND DELIVERING TESTING LAB SAMPLE BOTTLES AND COLLECTING SAMPLES FOR BACTERIA TESTING. INSPECTOR SHALL PRESENT TEST RESULTS TO THE UTILITY.

REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (RP):

1. THE RP SHALL ALWAYS BE INSTALLED ABOVE GRADE AND WILL NOT BE ALLOWED IN BASEMENTS.

2. A DRAIN SHALL BE INSTALLED IN THE BOX FOR OUTDOOR INSTALLATIONS AND A DAYLIGHT DRAIN AND A FLOOR DRAIN SHALL BE INSTALLED FOR INDOOR INSTALLATIONS. REFER TO **TABLE A** FOR MINIMUM REQUIRED DRAIN SIZES.

3. AN AIR GAP (VERTICAL PHYSICAL SEPARATION) OF AT LEAST 2 TIMES THE DIAMETER OF THE RELIEF VALVE OPENING, WITH A MINIMUM OF 1", SHALL BE MAINTAINED BETWEEN THE WATER DISCHARGE POINT ON THE RELIEF VALVE AND THE DRAIN OR 1" ABOVE THE MINIMUM FLOOD LEVEL, WHICHEVER IS HIGHEST.

DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY (DC):

1. BELOW GROUND VAULTS SHALL REMAIN DRY THROUGHOUT THE YEAR.

PRESSURE VACUUM BREAKER (PVB) SPILL RESISTANT PRESSURE VACUUM BREAKER (SVB) BACKFLOW PREVENTION ASSEMBLY:

1. THE PVB SHALL NOT BE SUBJECT TO ANY BACK PRESSURE FROM: ELEVATED DOWNSTREAM PIPING, INJECTION SYSTEMS, COMPRESSED AIR, PUMPS, OR OTHER MEANS. IF BACK PRESSURE EXISTS, AN RP MUST BE INSTALLED.

DC, RP, AND PVB/SVB ASSEMBLIES:

1. SUPPORTS SHALL BE PROVIDED AS NECESSARY.

2. ELECTRIC SUPPLY SOCKETS SHALL BE AWAY FROM RELIEF VALVE & TEST COCK.

3. FREEZE PROOF INSULATION BOX AND 1 TYPE OF HEAT ARE REQUIRED. 2 TYPES ARE STRONGLY RECOMMENDED.

4. PLACE WATERTIGHT, FLEXIBLE SEALANT AT PIPE PENETRATIONS.

5. INSULATED BOX SHALL EITHER SWING CLEAR OF ASSEMBLY OR BE SIZED TO PROVIDE CLEARANCES SHOWN IN THE DETAILS.

6. SPRING LOADED LID IS REQUIRED ON LARGE BOXES.

7. EITHER VALVE BOXES OR PIPE RISERS MAY BE USED FOR THE SHUT OFF VALVES.

8. MANUAL SHUTOFF VALVES SHALL BE BRASS GLOBE OR CURB VALVE SIZED THE SAME AS SERVICE LINE.

9. DRAIN CONFIGURATION SHALL BE AN INLINE TEE TO BRASS SHUTOFF VALVE WITH A RUBBER SEAT & SCHEDULE 80 1/2" 90° ELBOW WITH FEMALE THREADS. ADD 1/2" RED FREEZE KING DRAIN.

10. USE 2 FULL TURNS OF TEFLON TAPE ON ALL THREADED JOINTS.

11. NO STOP AND WASTE VALVES.

12. ADEQUATE CLEARANCE MUST BE PROVIDED FOR OPERATION OF VALVES AND REPAIR AND TESTING OF THE ASSEMBLIES.

13. NO OUTLET, TEE, OR AN CONNECTION MAY BE MADE TO THE SERVICE LINE BETWEEN THE METER AND THE ASSEMBLY.

14. ALL ASSEMBLIES MUST BE INSTALLED IN THE HORIZONTAL ORIENTATION UNLESS USC APPROVED IN A DIFFERENT ORIENTATION.

15. ASSEMBLIES MUST BE INSTALLED AS CLOSELY AS PRACTICAL TO THE WATER METER.

16. CITY OF FERNLEY RECOMMENDS PROTECTING THE ASSEMBLIES FROM VANDALISM IN SUSCEPTIBLE AREAS. REQUIRED CLEARANCES MUST STILL BE MET AND UTILITY ACCESS MUST BE PROVIDED.

17. ASSEMBLIES LESS THAN 2" REQUIRE 1 CU. FT OF CLEAN GRAVEL AND ASSEMBLIES GREATER THAN OR EQUAL TO 2" REQUIRE 8 CU. FT OF CLEAN GRAVEL FOR ALL DRAINS.

Detail No.

2

GEN NOTES

DATE

05/08

REVISIONS

RELOCATED NOTES WITH DETAIL ID

BY

GENERAL NOTES

Detail No.

3

GEN NOTES

DATE

05/08

REVISIONS

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BY

AIR GAP SEPARATION

1. THE TANK AND PUMP SHALL BE DESIGNED TO SUIT CUSTOMER'S NEEDS.

2. AN AIR GAP (THE DISTANCE BETWEEN THE LOWEST POINT OF THE SUPPLY LINE AND/OVERFLOW ELEVATION OF THE RECEIVING TANK) MUST BE AT LEAST 2 TIMES THE DIAMETER OF THE SUPPLY LINE, WITH A MINIMUM AIR GAP OF 1'.

3. FREEZE PROTECTION SHALL BE PROVIDED FOR THE SUPPLY PIPE AND THE RECEIVING TANK WHERE NECESSARY.

4. THE WATER METER SHALL BE LOCATED UPSTREAM OF THE AIR GAP.

5. AIR GAP BYPASSES MUST BE AUTHORIZED BY THE UTILITY.

TYPICAL LOCATIONS WHERE RP ASSEMBLIES ARE REQUIRED
(THIS LIST IS ACCORDING TO NAC 445A.67195, CITY OF FERNLEY MAY REQUIRE AN RP FOR APPLICATIONS NOT LISTED HERE):

A BUILDING THAT:

- CONTAINS A HOTEL, MOTEL, CASINO, CONDOMINIUM OR TOWNHOUSE, OR ANY APARTMENTS;
- IS USED FOR UNIDENTIFIED COMMERCIAL PURPOSES;
- UTILIZES ANY SEWAGE PUMPS OR EJECTORS;
- UTILIZES A HYDRONIC HEATING SYSTEM WITH A CHEMICAL ADDITIVE;
- HAS A BAPTISMAL FONT;
- UTILIZES A BOTTLING SYSTEM;
- IS A BREWERY, CANNERY, PACKING HOUSE, DAIRY PROCESSING FACILITY, RESTAURANT, OR OTHER FACILITY WHERE FOOD IS PROCESSED OR SERVED, DENTAL CLINIC, MEDICAL FACILITY, HOSPITAL, CONVALESCENT HOME, SANITARIUM, MORGUE, MORTUARY, FACILITY FOR CONDUCTING AUTOPSIES, LABORATORY, SCHOOL, COLLEGE, UNIVERSITY, PUBLISHING OR PRINTING FACILITY, VETERINARY CLINIC, PET SHOP, PET GROOMING FACILITY, LAUNDRY OR DRY CLEANING FACILITY, DYEING FACILITY, ANY ELECTROCHEMICAL, PLATING FACILITY, FACILITY THAT HAS A POOL OR SPA, A PARK FOR MOBILE HOMES OR RECREATIONAL VEHICLES, FACILITY FOR PRODUCTION OF POWER, FACILITY THAT HANDLES, PROCESSES OR STORES RADIOACTIVE MATERIALS, FACILITY THAT PROCESSES SAND OR GRAVEL, FACILITY THAT MANUFACTURES OR UTILIZES CHEMICALS, FACILITY FOR THE MANUFACTURING, REPAIR, OR WASHING OF MOTOR VEHICLES, FACILITY FOR MANUF. OR PROCESSING OF FILM, FACILITY FOR MANUFACTURING OF ICE, A FACILITY FOR MANUF., PROCESSING OR CLEANING OF METAL, FACILITY FOR MANUF. OF ANY RUBBER, FACILITY FOR MANUF. OF ANY PAPER, ANY FACILITY FOR MANUF., PROCESSING OR FABRICATION, CLASS 4, CLASS 5, OR CLASS 6 FIRE SPRINKLER SYSTEMS, IRRIGATION SYSTEMS WHERE CHEMICALS ARE INJECTED OR BOOSTER PUMPS ARE ADDED.

TYPICAL LOCATIONS WHERE DC OR PVB/SVB ASSEMBLIES OR AIR GAPS ARE REQUIRED
(THIS LIST IS ACCORDING TO NAC 445A.67195, CITY OF FERNLEY MAY REQUIRE A DC, PVB/SVB OR AG FOR APPLICATIONS NOT LISTED HERE):

A DC IS REQUIRED FOR A BUILDING WITH CLASS 1, CLASS 2, OR CLASS 3 FIRE SPRINKLER SYSTEMS, A SITE WITH AN AUXILIARY WATER SUPPLY, AND A SITE WITH TWO METERS. A PVB/SVB IS REQUIRED FOR IRRIGATION SYSTEMS WITH NO PUMPS OR CHEMICAL INJECTION SYSTEMS. AN AIR GAP IS REQUIRED FOR STORM DRAINAGE SYSTEMS, SEWAGE COLLECTION, DISTRIBUTION, OR TREATMENT SYSTEMS, AND FILL LOCATIONS FOR PORTABLE SPRAYING OR CLEANING EQUIPMENT.

CITY OF FERNLEY CROSS-CONNECTION CONTROL PROGRAM REQUIREMENTS

1. ALL BACKFLOW PREVENTION ASSEMBLIES MUST BE INSPECTED BY A UTILITY REPRESENTATIVE AND A TEST FORM (COMPLETED BY A HEALTH DISTRICT CERTIFIED TESTER) MUST BE SUBMITTED TO CITY OF FERNLEY BEFORE SERVICE IS ACTIVATED.

2. THE TEST FORM MUST BE SUBMITTED TO CITY OF FERNLEY ANNUALLY WITHIN 30 DAYS OF THE ASSEMBLY INSTALLATION ANNIVERSARY DATE.

3. CITY OF FERNLEY MAY TEST THE ASSEMBLY AT ANY TIME AT ITS OWN EXPENSE.

4. THE CUSTOMER IS RESPONSIBLE TO PROTECT HIS/HER SYSTEM FROM THERMAL EXPANSION BY INSTALLING EITHER AN EXPANSION TANK OR PRESSURE RELIEF VALVE IN THE FEED LINE TO THE WATER HEATER (NO PROTECTION COULD RESULT IN SERIOUS DAMAGE AND/OR INJURY).

5. ALL ASSEMBLIES MUST BE USC APPROVED.

6. ALL WATER USED DURING CONSTRUCTION SHALL BE METERED AND SHALL FLOW THROUGH AN APPROVED BACKFLOW PREVENTION ASSEMBLY. UNAUTHORIZED FIRE HYDRANT USAGE SHALL RESULT IN COLLECTION OF REVENUES, FINES, POSSIBLE LEGAL ACTION, AND INVOLVEMENT OF STATE/LOCAL LICENSING BOARDS.

7. IF A CONTINUOUS WATER SUPPLY IS CRITICAL TO A PREMISE, PARALLEL ASSEMBLIES SHOULD BE INSTALLED.

8. IT IS THE CUSTOMER'S RESPONSIBILITY TO ACCOUNT FOR PRESSURE LOSSES FROM THE ASSEMBLY.

9. BACKFLOW PREVENTION SHALL NOT BE RELOCATED, REMOVED, OR REPLACED WITHOUT PRIOR APPROVAL FROM CITY OF FERNLEY.

10. PLEASE NOTE THAT THE REQUIRED ASSEMBLIES PROTECT THE PUBLIC WATER SYSTEM ONLY.

11. ENGINEER TO PROVIDE DOCUMENTATION THAT THE ASSEMBLIES ARE USC APPROVED.

Detail No.

3

GEN NOTES

DATE

05/08

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RELOCATED NOTES WITH DETAIL ID

BY

GENERAL NOTES

Detail No.

6

GEN NOTES

DATE

05/08

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BY

GENERAL NOTES FOR CONCRETE WORK

1. NO CONCRETE SHALL BE PLACED UNTIL FORMS AND SUBGRADE ARE INSPECTED BY THE CITY EXCAVATION PERMIT INSPECTOR OR APPLICABLE ENGINEER OF RECORD.

2. FIBER-REINFORCED PORTLAND CEMENT CONCRETE (P.C.C.) SHALL HAVE THE FOLLOWING CHARACTERISTICS: 4000 PSI MIN. COMPRESSIVE STRENGTH @ 28 DAYS. MIN. 6 SACKS OF CEMENT PER CUBIC YARD WITH A MAX. WATER/CEMENT RATIO OF 0.45. AIR ENTRAINMENT 5% ± 1.5%. SLUMP AT 1 TO 4 INCHES. ALL MATERIALS SHALL CONFORM TO SSPWC SECTION 202. POLYPROPYLENE FIBERS SHALL BE ADDED TO THE P.C.C. PER THE MANUFACTURERS RECOMMENDATIONS.

3. COMMERCIAL DRIVEWAYS SHALL HAVE #4 BARS AT 18" ON-CENTER LONGITUDINAL AND TRANSVERSE EXTENDING INTO GUTTER PAN AND DRIVEWAY WINGS. MINIMUM 2" CONCRETE COVER FOR ALL REINFORCING BARS.

4. IF EXPANSION JOINT EXISTS WITHIN 4 FEET OF DRIVEWAY, REMOVE SIDEWALK AND CURB AND GUTTER TO THAT JOINT.

5. CONCRETE REMOVAL SHALL BE TO NEAT SAWCUT LINES

6. REMOVE CONCRETE WHEN CONSTRUCTING DRIVEWAY WHERE CURB AND GUTTER EXIST

7. DEPRESSED CURB LENGTH TO MATCH DRIVEWAY WIDTH

8. WEAKENED PLAIN JOINTS AT 5'-0" O.C. WITH EXPANSION JOINT IF NECESSARY

Detail No.

6

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5

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GENERAL NOTES FOR ROADWAY GEOMETRICS

1. THE ENGINEER SHALL SUBMIT A TRAFFIC REPORT AND PAVEMENT SECTION DESIGN WITH THE IMPROVEMENT PLANS, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER.

2. THE ENGINEER OF RECORD SHALL SUBMIT THE PAVEMENT MIX DESIGN TWO (2) WEEKS PRIOR TO PAVING TO THE CITY OF FERNLEY PUBLIC WORKS DEPARTMENT FOR REVIEW.

3. DESIGN OF THE STRUCTURAL SECTION FOR ASPHALT CONCRETE PAVEMENT FOR BOTH PUBLIC AND PRIVATE STREETS SHALL CONFORM TO THE PROCEDURES AS SET FORTH IN THE CURRENT ASPHALT INSTITUTE MANUAL SERIES NO. 1 (MS-1) OR AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (ASHTO) DESIGN GUIDE, BASED ON SUBGRADE STRENGTH VALUES DETERMINED BY RESILIENT MODULUS (MR) VALUE, RESISTANCE (R) VALUE OR CALIFORNIA BEARING RATIO (CBR), AND TRAFFIC DATA PROVIDED IN APPROVED TRAFFIC STUDY FOR THE PROJECT. SUFFICIENT TESTS SHALL BE MADE TO FULLY EVALUATE EACH DIFFERENT SOIL TYPE IN THE PROJECT. MAJOR ARTERIAL, MINOR ARTERIAL, INDUSTRIAL AND COMMERCIAL STREETS SHALL BE A TYPE 2 AC-20P ASPHALT CONCRETE (AC) PAVEMENT MIX DESIGN WITH HYDRATED LIME (MINERAL FILLER) ADDED AT ONE AND ONE-HALF PERCENT OF THE WEIGHT OF THE DRY AGGREGATES. THE MINIMUM DESIGN LIFE OF THE STRUCTURAL SECTION SHALL BE 20 YEARS. MINIMUM STREET STRUCTURAL SECTIONS FOR BOTH PUBLIC AND PRIVATE STREETS SHALL BE 3" AC ON 6" OF TYPE 2, CLASS B AGGREGATE BASE FOR LOCAL/RESIDENTIAL STREETS, 3" AC ON 6" TYPE 2, CLASS B AGGREGATE BASE FOR MINOR ARTERIAL, INDUSTRIAL, COMMERCIAL AND COLLECTOR STREETS, AND 4" AC ON 6" TYPE 2, CLASS B AGGREGATE BASE FOR EXPRESHWAYS AND MAJOR ARTERIAL STREETS. ALL STREETS, BOTH PUBLIC AND PRIVATE, WHICH ARE TO BE UTILIZED BY CONSTRUCTION VEHICLES DURING DEVELOPMENT, SHALL BE DESIGNED TO CARRY THE MAXIMUM ANTICIPATED LOADS. CONCRETE STREETS MAY BE PERMITTED UPON APPROVAL OF STRUCTURAL DESIGNS BY PUBLIC WORK.

STRIPING AND SIGNAGE

1. PAVEMENT STRIPING SHALL BE NDOT TYPE II WATERBORNE PAINT WITH A MINIMUM FILM THICKNESS OF 25 MILS APPLIED IN TWO COATS. DROP ON GLASS BEADS SHALL BE APPLIED ON SECOND COAT. SEE SECTION 632 OF THE CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SILVER BOOK).

2. PAVEMENT SYMBOL MARKINGS, YIELD LINES, AND STOP BARS SHALL BE REFLECTIVE THERMOPLASTIC MATERIAL MEETING THE CURRENT SPECIFICATIONS FROM SECTION 634 OF THE SILVER BOOK.

3. THE DESIGN AND INSTALLATION OF TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.

TRENCHING AND PATCHING

1. THE DESIGN AND INSTALLATION OF TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.

Detail No.

5

GEN NOTES

DATE

05/08

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BY

GENERAL NOTES

Detail No.

4

GEN NOTES

DATE

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BY

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

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DRAWN BY: JJP
CHECKED BY: LEP

12/09/2021
PROJECT NO.: 21103

2 of 23

GENERAL NOTES

DATE
REVISIONS
No.

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EXISTING CONDITIONS LEGEND:

- PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING SECTION LINE
- EXISTING EASEMENT LINE
- EXISTING ROAD CENTER LINE
- EDGE OF PAVEMENT
- CURB & GUTTER
- PARKING/TRAFFIC SIGN
- DRAINAGE FLOWLINE
- EXISTING STORM SEWER
- EXISTING STORM MANHOLE
- EXISTING WATER LINE W/FIRE HYDRANT AND GATE/BUTTERFLY VALVE
- EXISTING SANITARY SEWER W/MANHOLE
- EXISTING RAW WATER LINE
- EXISTING TELEPHONE
- EXISTING COMMUNICATION LINE
- EXISTING TRANSFORMER
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING ELECTRIC
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- EXISTING FENCE
- EXISTING UNPAVED ROAD
- EXISTING VEGETATION TO REMAIN

KEY NOTES:

- EXISTING DITCH TO REMAIN
- EXISTING DITCH TO BE REGRADED
- STRUCTURE TO BE DEMOLISHED
- TRAIL SYSTEM TO BE REMOVED
- EXISTING STORM SEWER INLET TO BE REMOVED
- EXISTING 18" STORM PIPE TO BE REMOVED
- REMOVE EXISTING PAVEMENT AND CURB AND GUTTER
- EXISTING FENCE TO BE DEMOLISHED
- EXISTING VEGETATION TO BE REMOVED

DEMOLITION NOTES:

ALL ON SITE STRUCTURES, UTILITIES, VEGETATION, WALLS, FENCES AND OTHER ITEMS TO BE REMOVED UNLESS OTHERWISE NOTED.

EXISTING DIRT PILES TO BE UTILIZED FOR ON-SITE GRADING

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EXISTING CONDITIONS
(OVERALL MAP)

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021

PROJECT NO.: 21103

3 of 23

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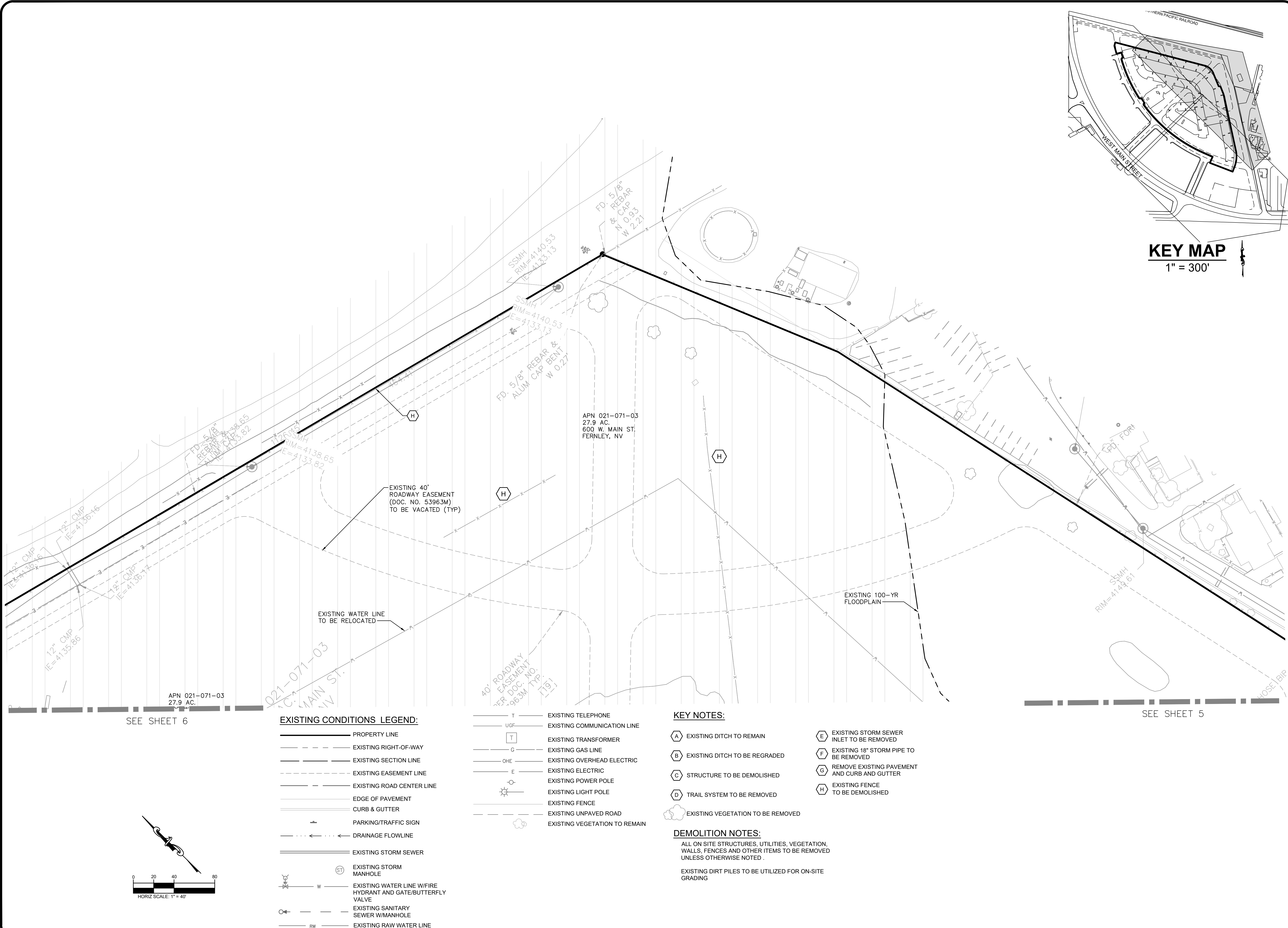
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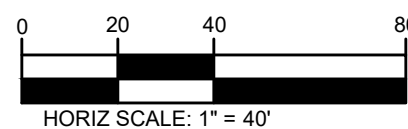
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	PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING SECTION LINE
	EXISTING EASEMENT LINE
	EXISTING ROAD CENTER LINE
	EDGE OF PAVEMENT
	CURB & GUTTER
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	EXISTING LIGHT POLE
	EXISTING FENCE
	EXISTING UNPAVED ROAD
	EXISTING VEGETATION TO REMAIN

A	EXISTING DITCH TO REMAIN	E	EXISTING STORM SEWER INLET TO BE REMOVED
B	EXISTING DITCH TO BE REGRADED	F	EXISTING 18" STORM PIPE TO BE REMOVED
C	STRUCTURE TO BE DEMOLISHED	G	REMOVE EXISTING PAVEMENT AND CURB AND GUTTER
D	TRAIL SYSTEM TO BE REMOVED	H	EXISTING FENCE TO BE DEMOLISHED
	EXISTING VEGETATION TO BE REMOVED		

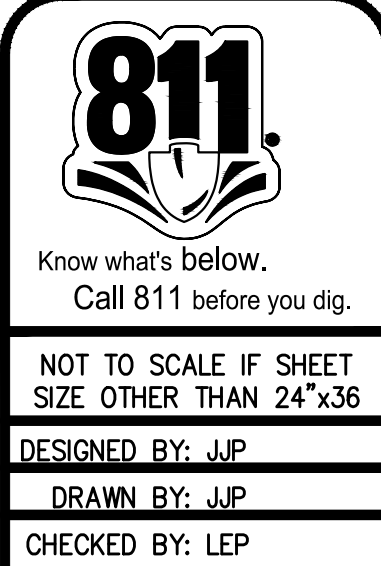
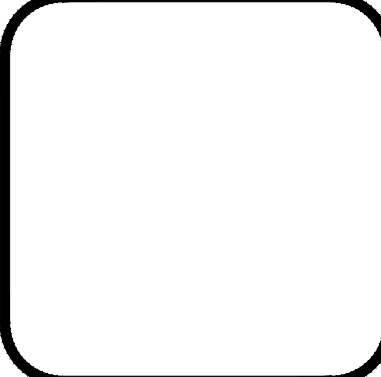
ALL ON SITE STRUCTURES, UTILITIES, VEGETATION,
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EXISTING DIRT PILES TO BE UTILIZED FOR ON-SITE GRADING



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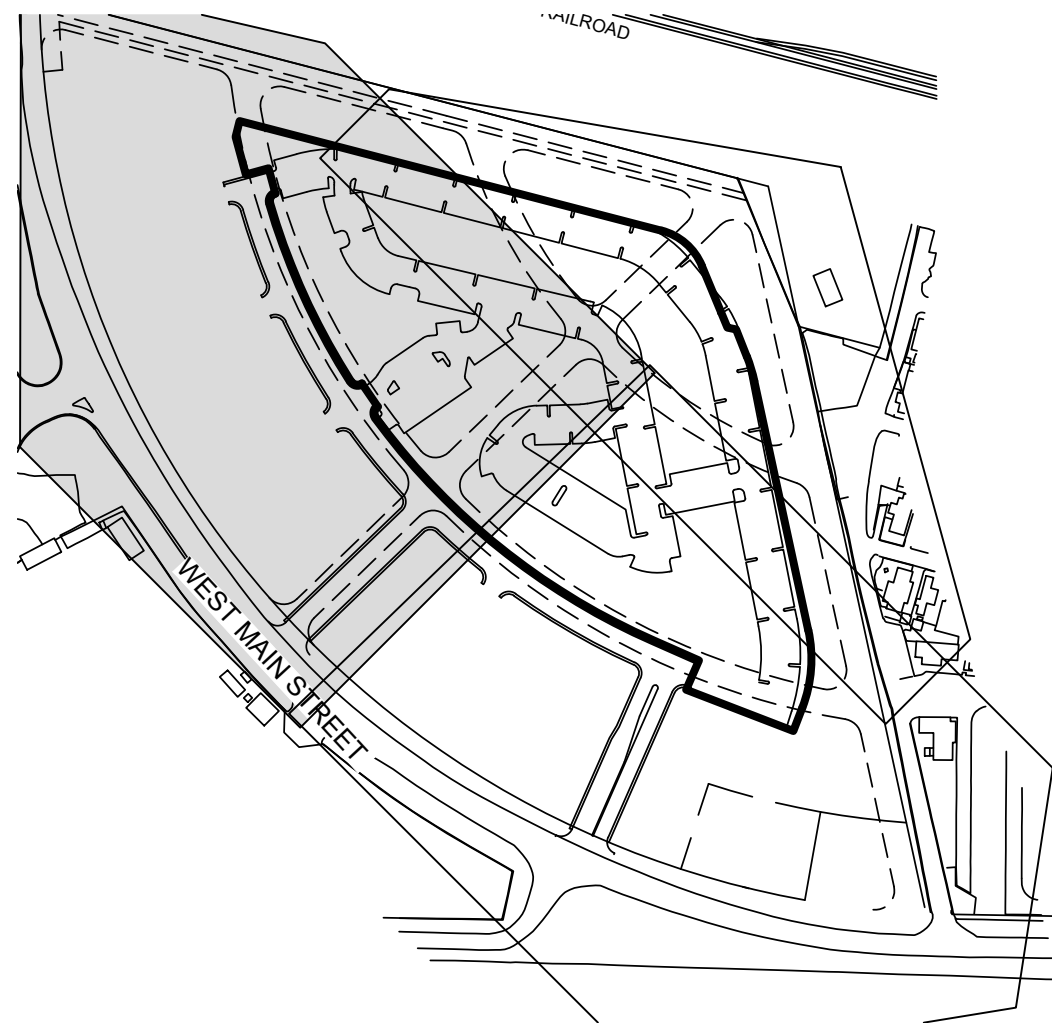
EXISTING CONDITIONS & DEMO PLAN

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021
PROJECT NO.: 21103

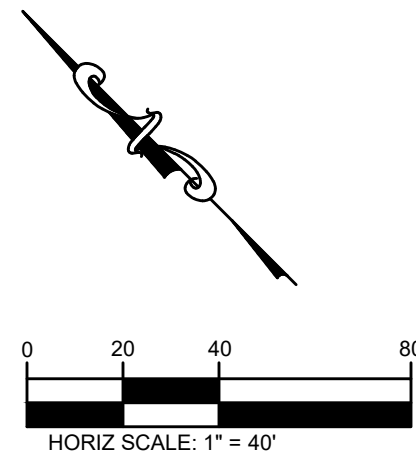
5 of 23

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KEY MAP

1" = 300'



EXISTING CONDITIONS LEGEND:

- | | |
|--|---|
| | PROPERTY LINE |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING SECTION LINE |
| | EXISTING EASEMENT LINE |
| | EXISTING ROAD CENTER LINE |
| | EDGE OF PAVEMENT |
| | CURB & GUTTER |
| | PARKING/TRAFFIC SIGN |
| | DRAINAGE FLOWLINE |
| | EXISTING STORM SEWER |
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| | EXISTING ELECTRIC |
| | EXISTING POWER POLE |
| | EXISTING LIGHT POLE |
| | EXISTING FENCE |
| | EXISTING UNPAVED ROAD |
| | EXISTING VEGETATION TO REMAIN |

KEY NOTES:

- | | |
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| | EXISTING DITCH TO REMAIN |
| | EXISTING DITCH TO BE REGRADED |
| | STRUCTURE TO BE DEMOLISHED |
| | TRAIL SYSTEM TO BE REMOVED |

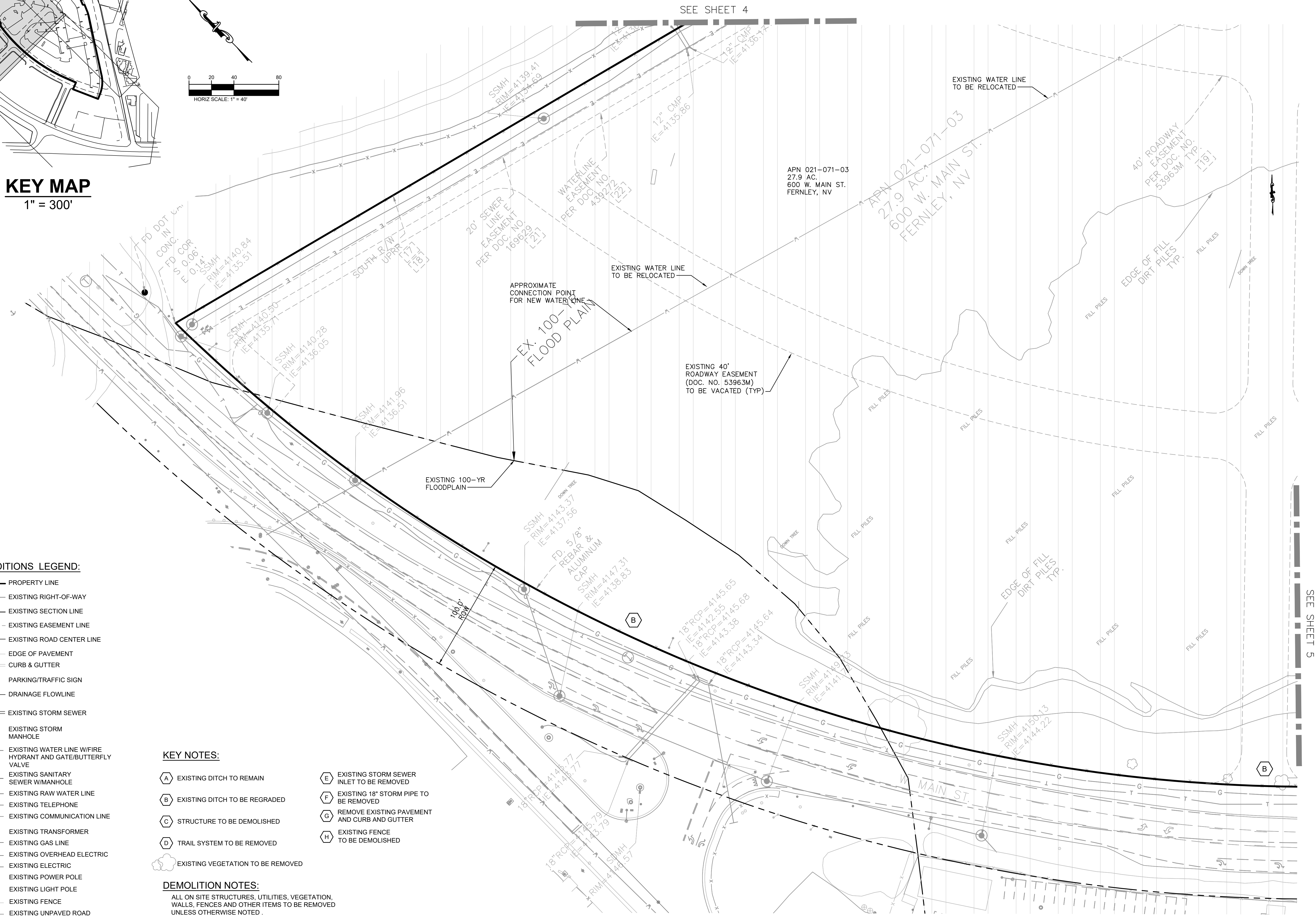
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| | EXISTING VEGETATION TO BE REMOVED |
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DEMOLITION NOTES:

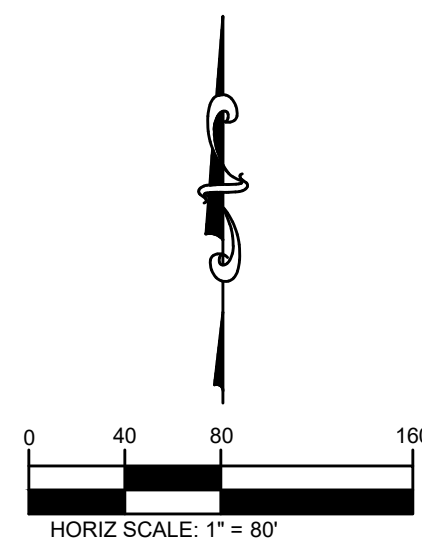
ALL ON SITE STRUCTURES, UTILITIES, VEGETATION, WALLS, FENCES AND OTHER ITEMS TO BE REMOVED UNLESS OTHERWISE NOTED.

EXISTING DIRT PILES TO BE UTILIZED FOR ON-SITE GRADING

- | | |
|--|--|
| | EXISTING STORM SEWER INLET TO BE REMOVED |
| | EXISTING 18" STORM PIPE TO BE REMOVED |
| | REMOVE EXISTING PAVEMENT AND CURB AND GUTTER |
| | EXISTING FENCE TO BE DEMOLISHED |

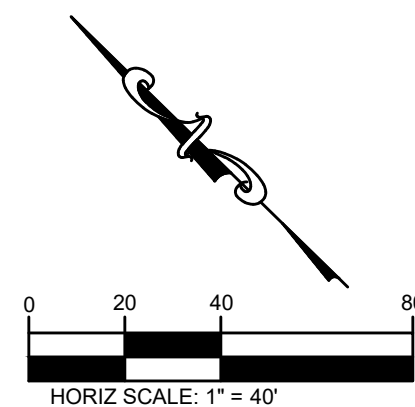
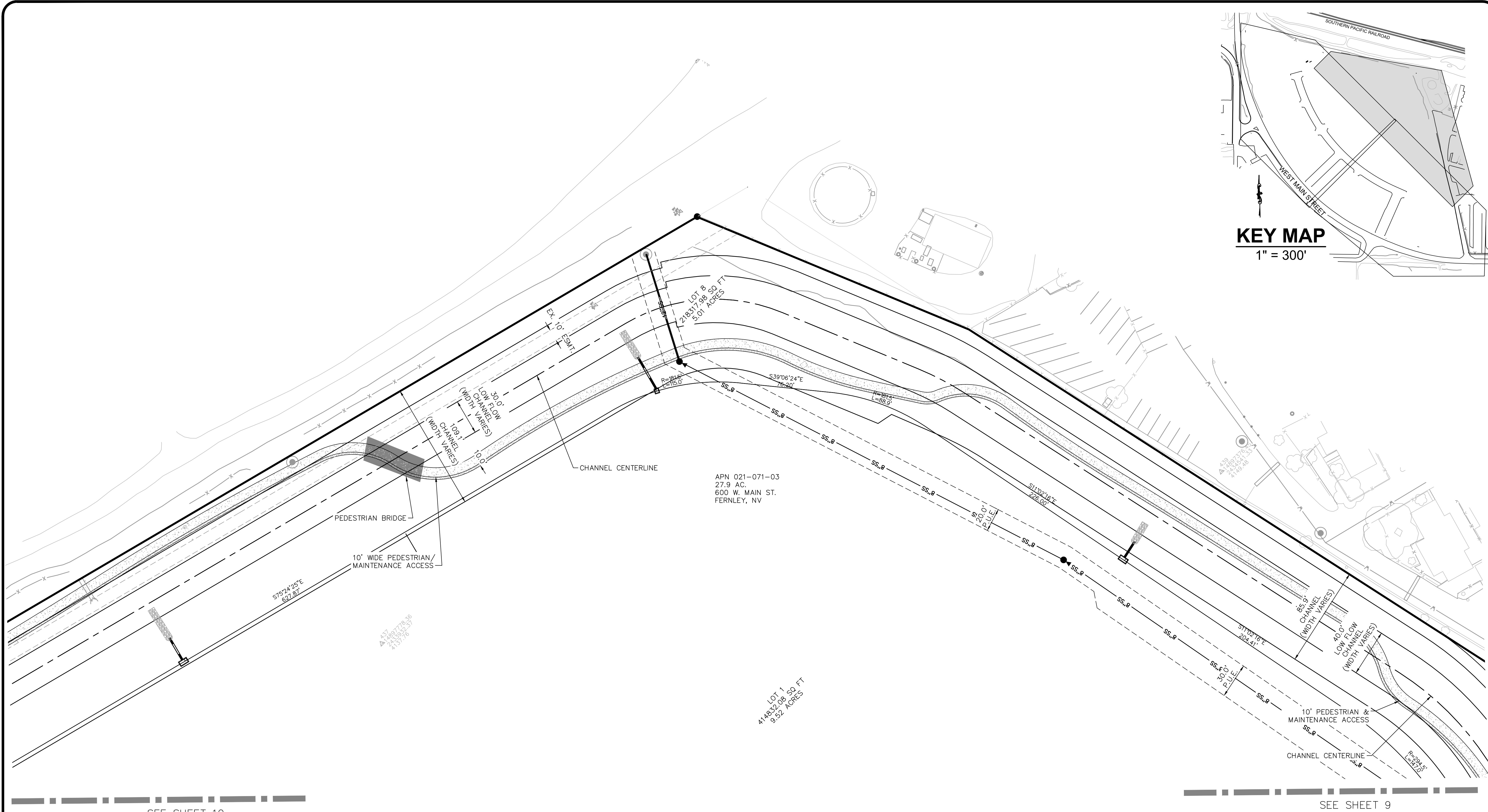


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600 WEST MAIN TENTATIVE MAP LYON COUNTY FERNLEY, NEVADA	
12/09/2021 PROJECT NO.: 21103	
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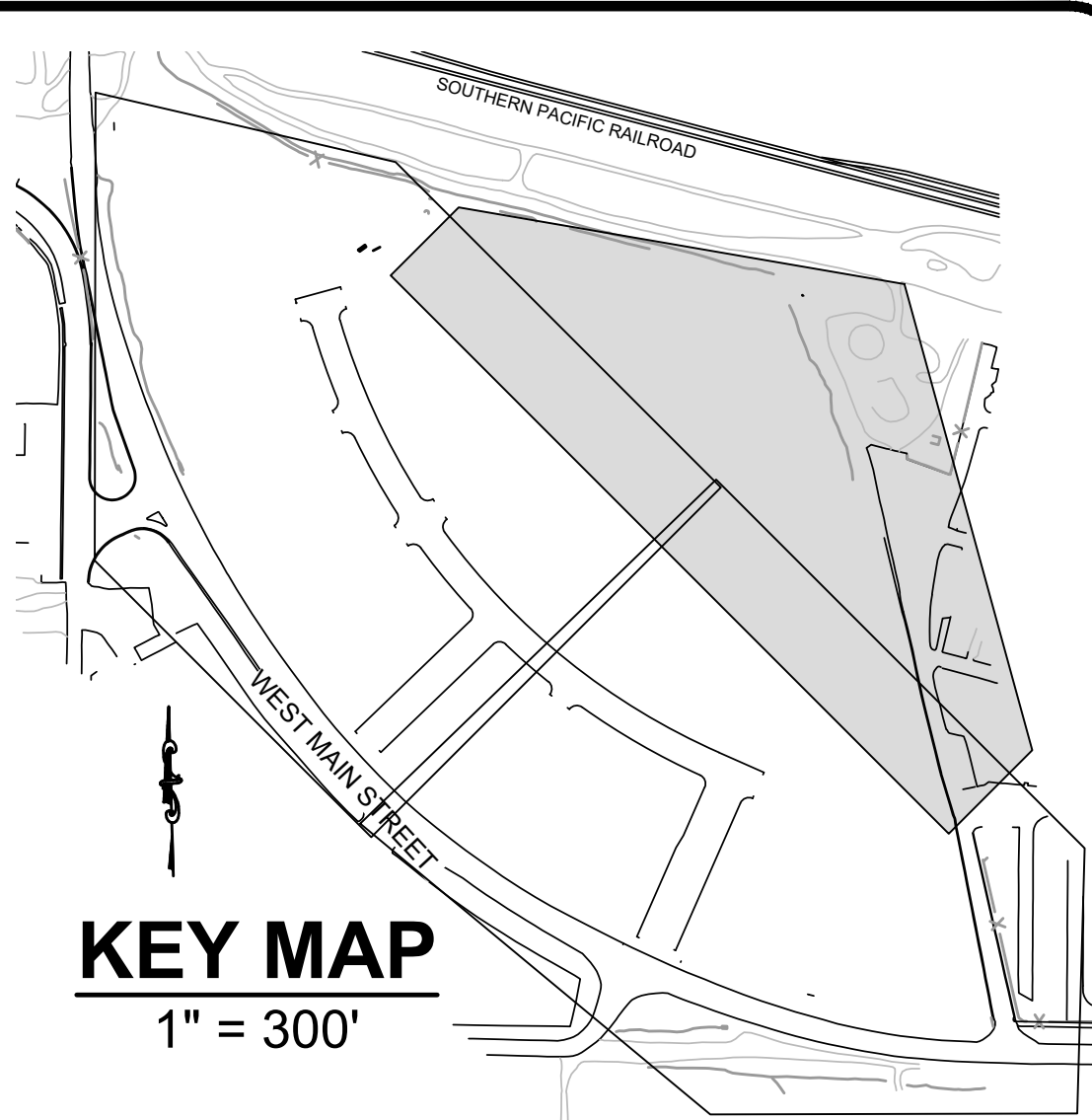


	EXISTING STORM SEWER
	EXISTING STORM MANHOLE
	EXISTING WATER LINE W/FIRE HYDRANT AND GATE/BUTTERFLY VALVE
	WATER LINE W/FIRE HYDRANT AND GATE/BUTTERFLY VALVE
	WATER METER
	PLUG W/ 2" BLOWOFF
	AIR RELEASE VALVE
	EXISTING SANITARY SEWER W/MANHOLE
	8-INCH Ø SANITARY SEWER W/MANHOLE
	EXISTING GAS LINE
	NATURAL GAS LINE
	EXISTING OVERHEAD ELECTRIC
	EXISTING ELECTRIC
	ELECTRIC LINE
	EXISTING POWER / LIGHT POLE
	PROPOSED LIGHT POLE

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LEGEND:			
	PROPERTY LINE		
	LOT LINE		
	UTILITY ACCESS EASEMENT [UAE]		
	EXISTING RIGHT-OF-WAY		
	EXISTING SECTION LINE		
	EASEMENT LINE		
	EXISTING EASEMENT LINE		
	ROAD CENTER LINE		
	EXISTING ROAD CENTER LINE		
	TRACT		
	EDGE OF PAVEMENT		
	CURB & GUTTER		
	DRAINAGE FLOWLINE		
	STORM SEWER WINLET AND FES		
	EXISTING STORM SEWER		
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		s s	EXISTING SANITARY SEWER W/MANHOLE
		8"SS	8-INCH Ø SANITARY SEWER W/MANHOLE
			EXISTING GAS LINE
			NATURAL GAS LINE
			EXISTING OVERHEAD ELECTRIC
			EXISTING ELECTRIC
			ELECTRIC LINE
			EXISTING POWER / LIGHT POLE

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SITE PLAN

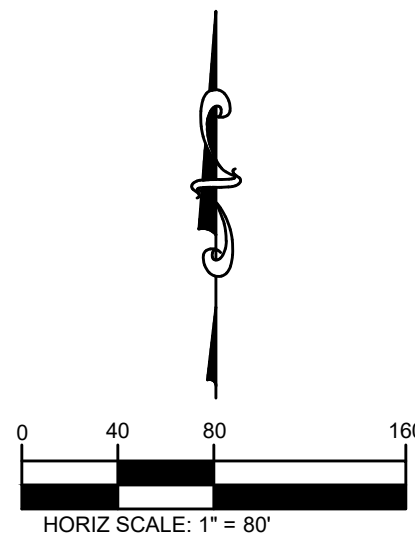
600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021

PROJECT NO.: 21103

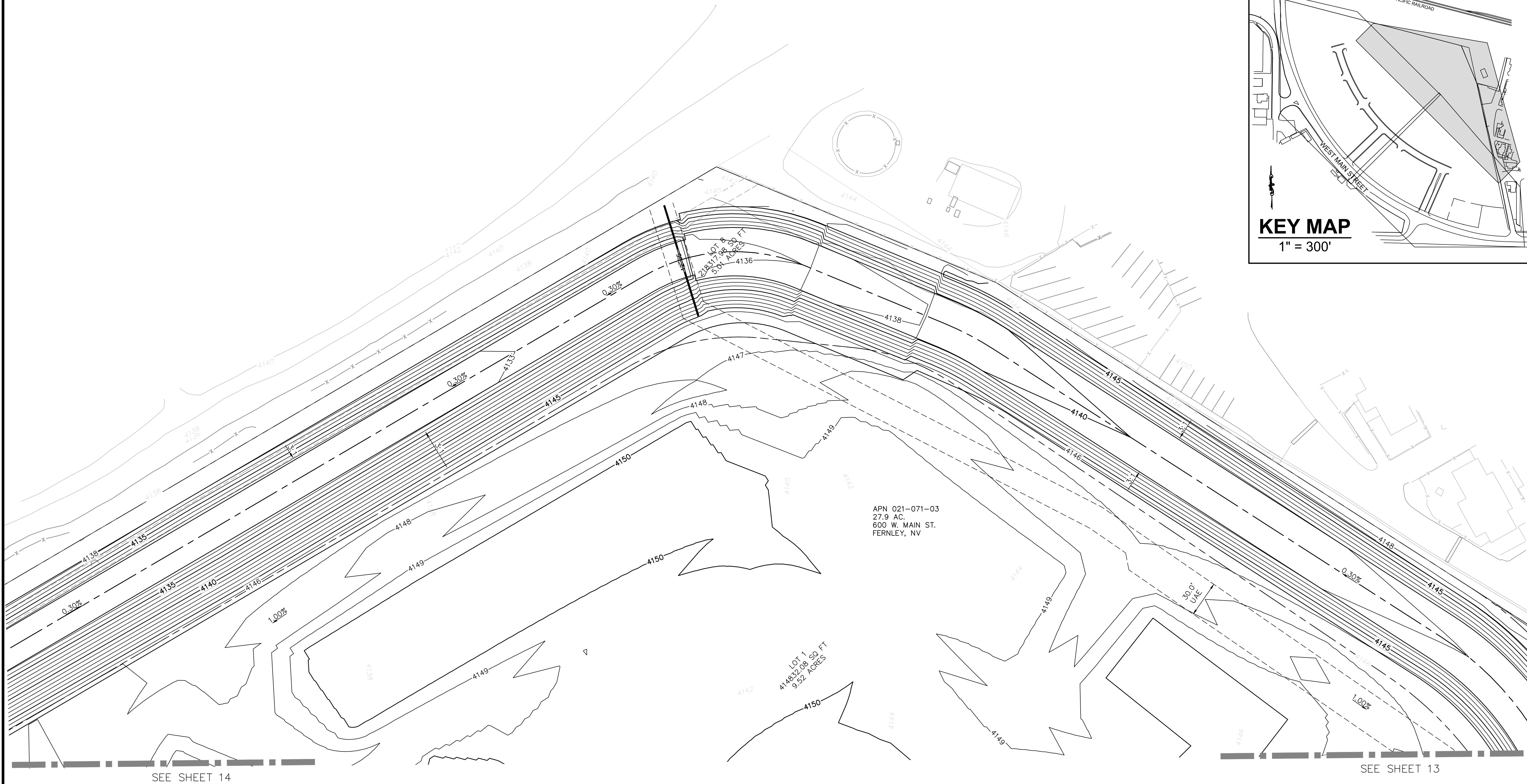
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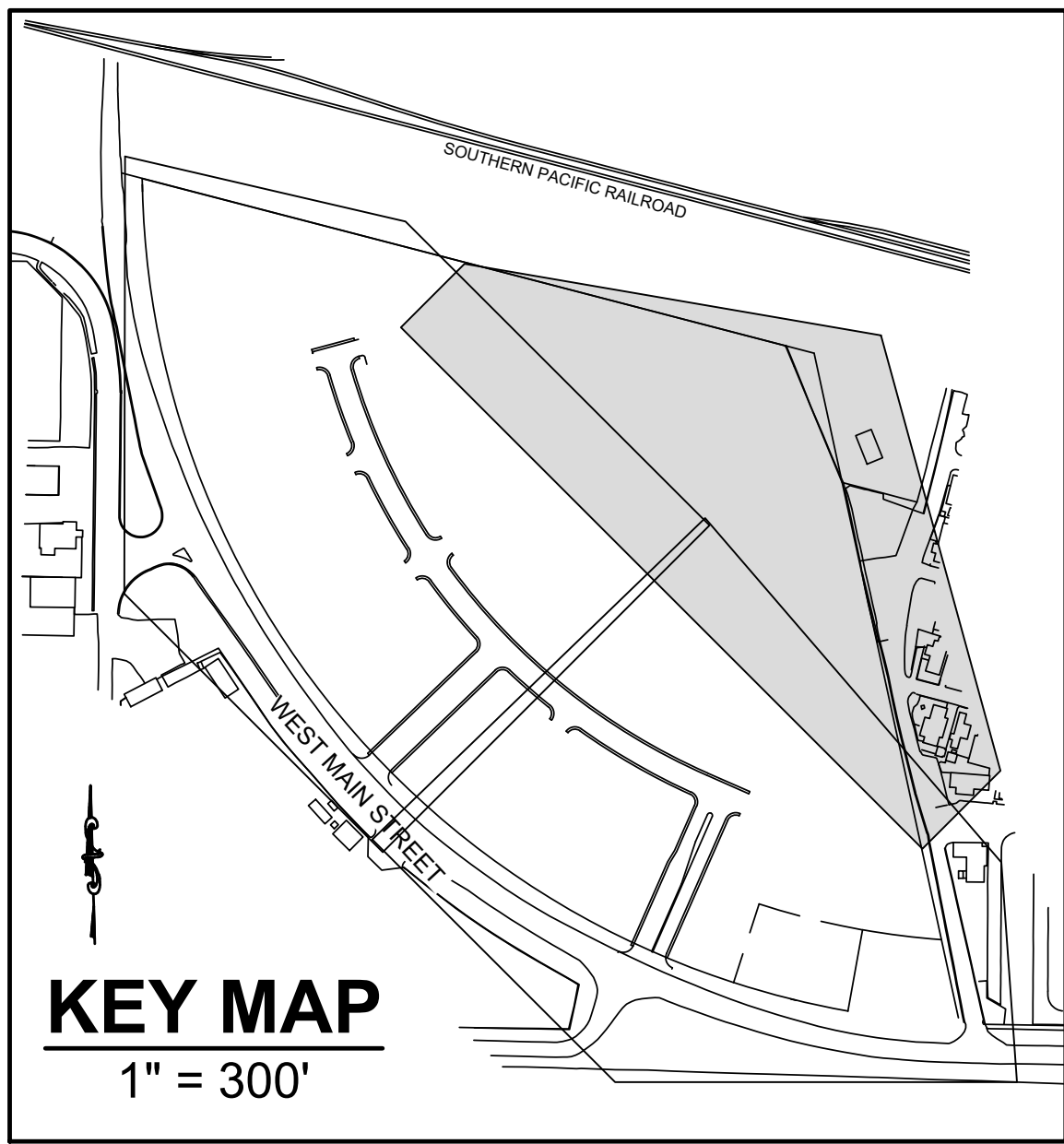
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Volume Surface	1.000	1.070	25.31acres	20651.16 Cu. Yd.	182424.69 Cu. Yd.	161773.53 Cu. Yd.<Fill>
Totals			25.31acres	20651.16 Cu. Yd.	182424.69 Cu. Yd.	161773.53 Cu. Yd.<Fill>

11 of 23



LEGEND:

8600 EXISTING CONTOURS
 8600 PROPOSED CONTOURS
 LOT LINE
 SETBACK LINE
 RIGHT-OF-WAY
 EXISTING RIGHT-OF-WAY
 PROPERTY LINE
 EXISTING BOUNDARY LINE
 EXISTING SECTION LINE
 TRACT
 EASEMENT LINE
 EXISTING EASEMENT LINE
 ALIGNMENT CENTER LINE
 EXISTING ROAD CENTER LINE
 EDGE OF PAVEMENT
 PROPOSED CURB & GUTTER
 STORM SEWER WINLET AND FES
 DRAINAGE FLOWLINE
 100-YR FLOOD PLAIN
 EXISTING 100-YR FLOOD PLAIN

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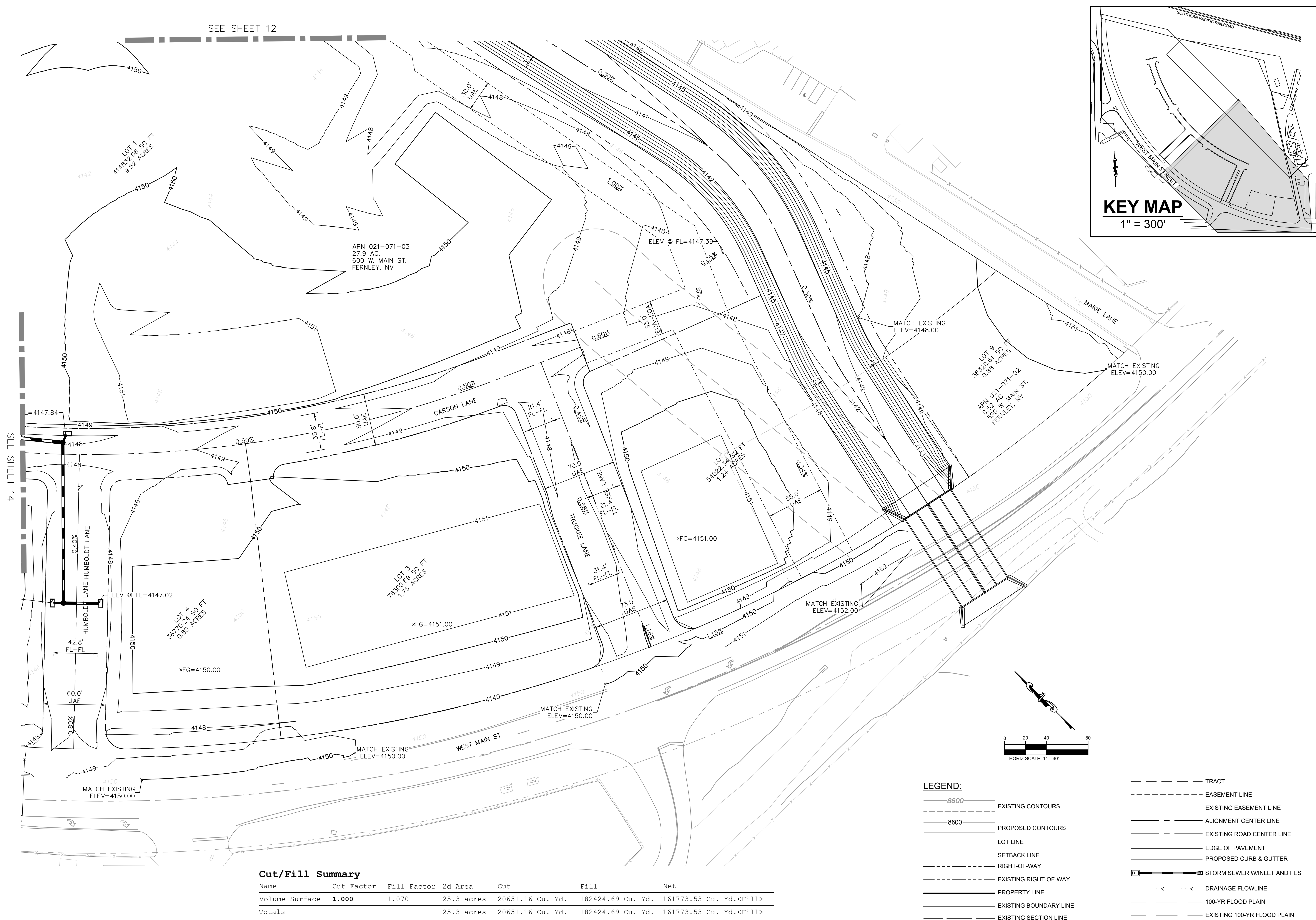
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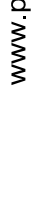


GRADING PLAN

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA



Cut/Fill Summary							
Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net	
Volume Surface	1.000	1.070	25.31acres	20651.16 Cu. Yd.	182424.69 Cu. Yd.	161773.53 Cu. Yd.	<Fill>
Totals			25.31acres	20651.16 Cu. Yd.	182424.69 Cu. Yd.	161773.53 Cu. Yd.	<Fill>

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DESIGNED BY: JJP

DRAWN BY: JJP

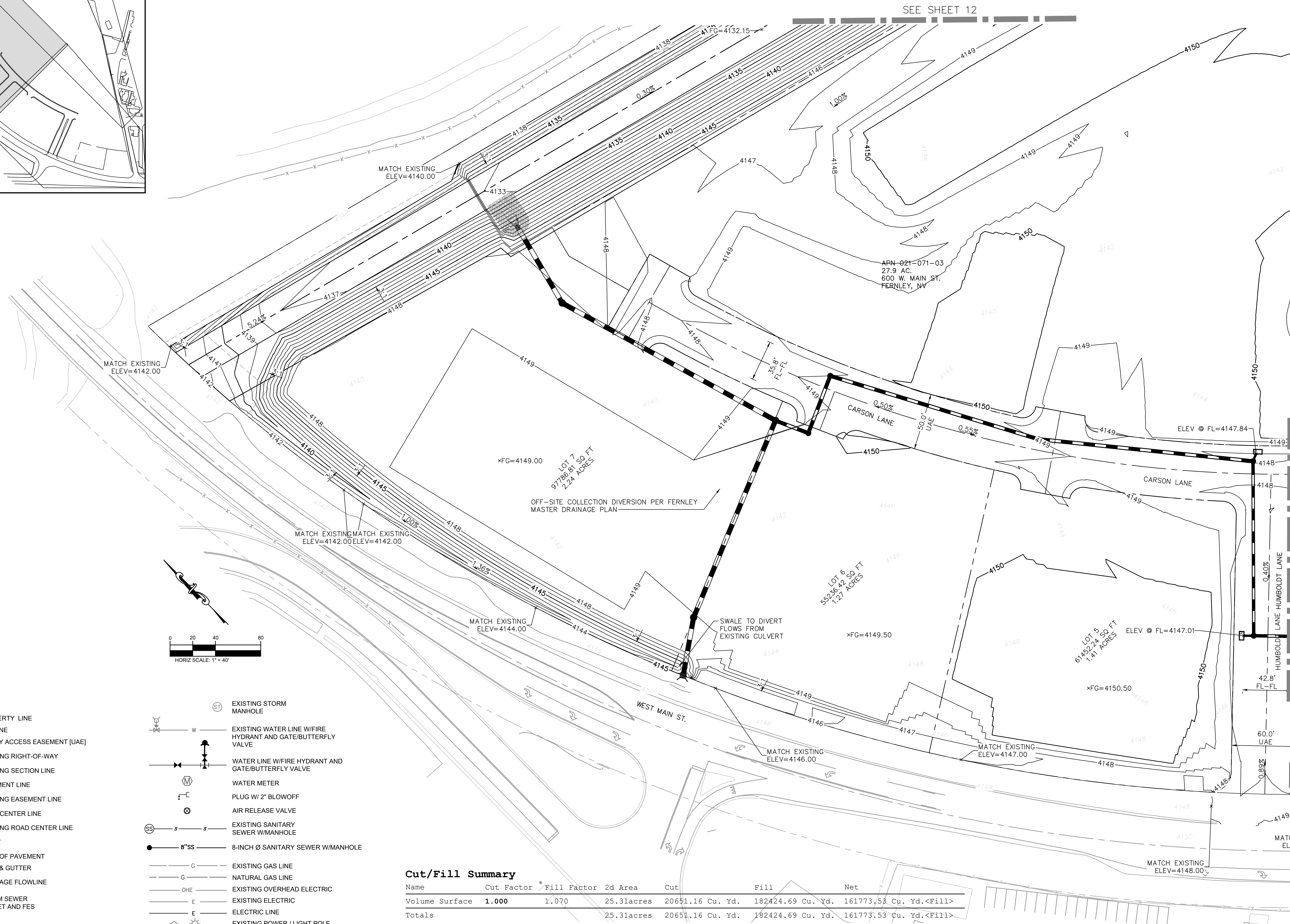
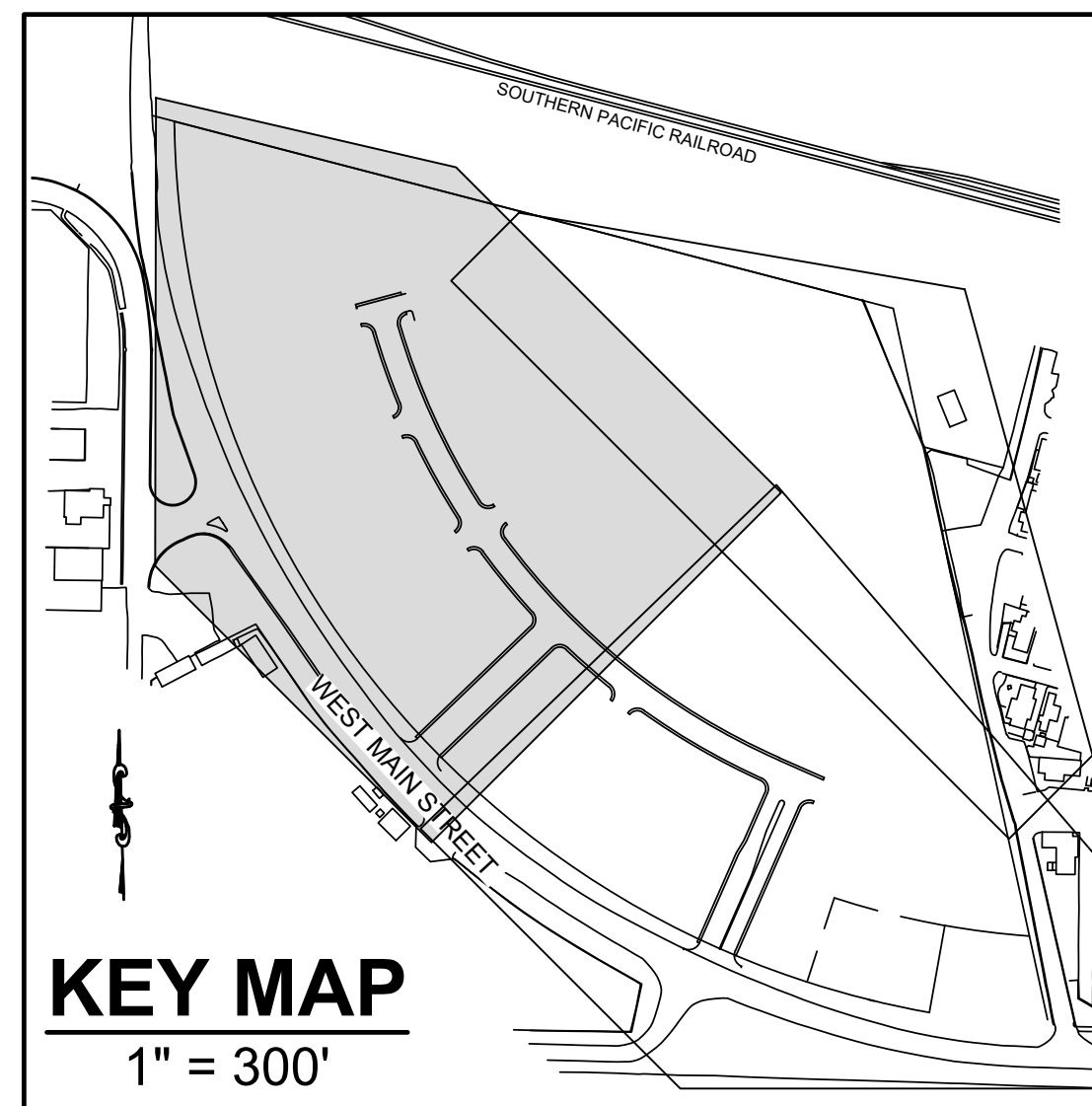
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GRADING PLAN

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021
PROJECT NO.: 21103

13 of 23



Cut/Fill Summary						
Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
Volume Surface	1.000	1.070	25.31acres	20651.16 Cu. Yd.	182424.69 Cu. Yd.	161773.53 Cu. Yd.<Fill>
Totals			25.31acres	20651.16 Cu. Yd.	182424.69 Cu. Yd.	161773.53 Cu. Yd.<Fill>

[illegible]

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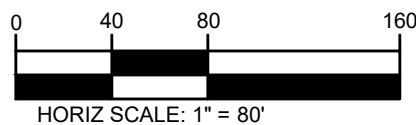
NOT TO SCALE IF SHEET
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DESIGNED BY: JJP

DRAWN BY: JJP

CHECKED BY: LEP

600 WEST MAIN TENTATIVE MAP LYON COUNTY FERNLEY, NEVADA	GRADING PLAN
12/09/2021 PROJECT NO.: 21103	
14 of 23	



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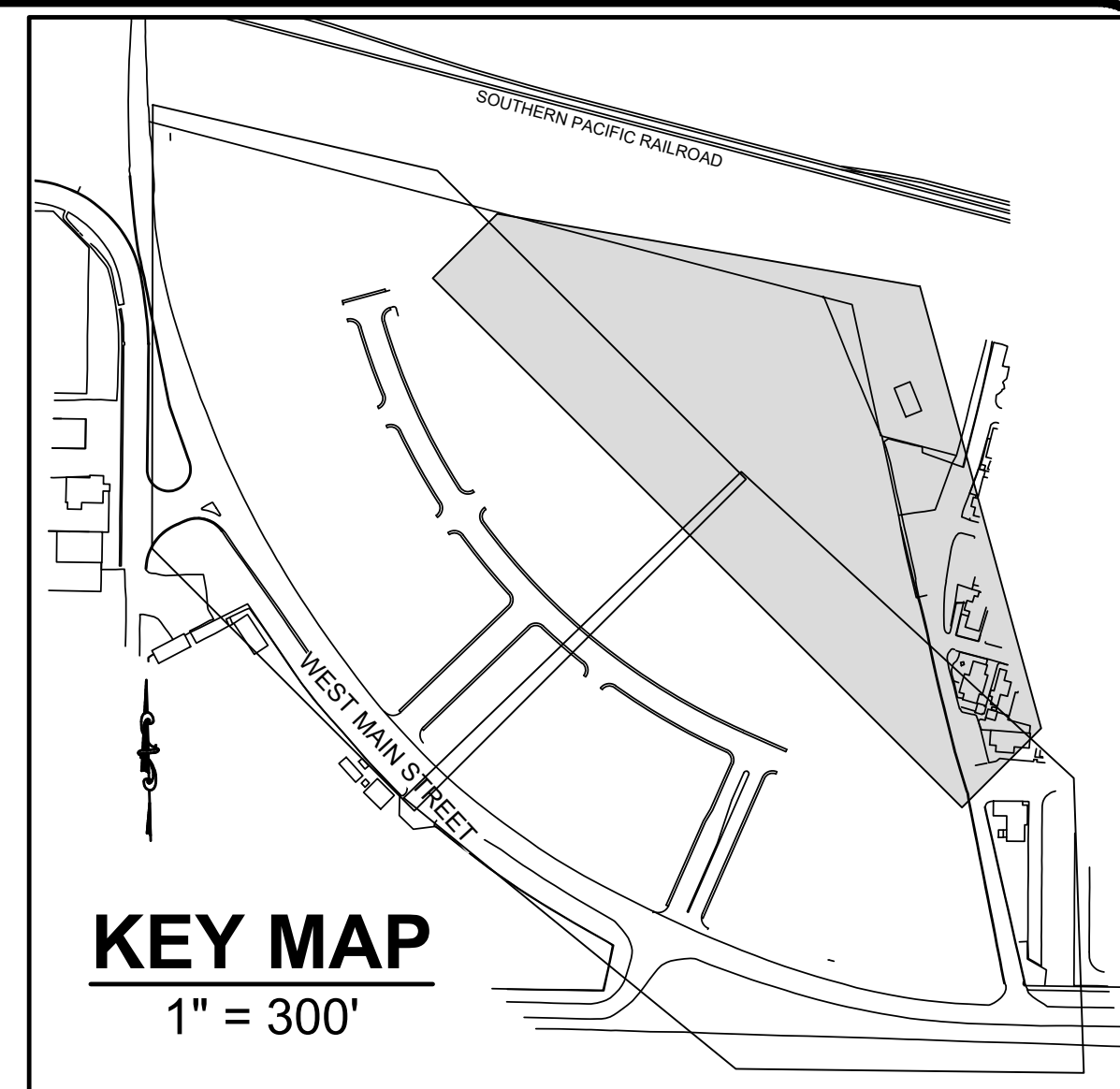
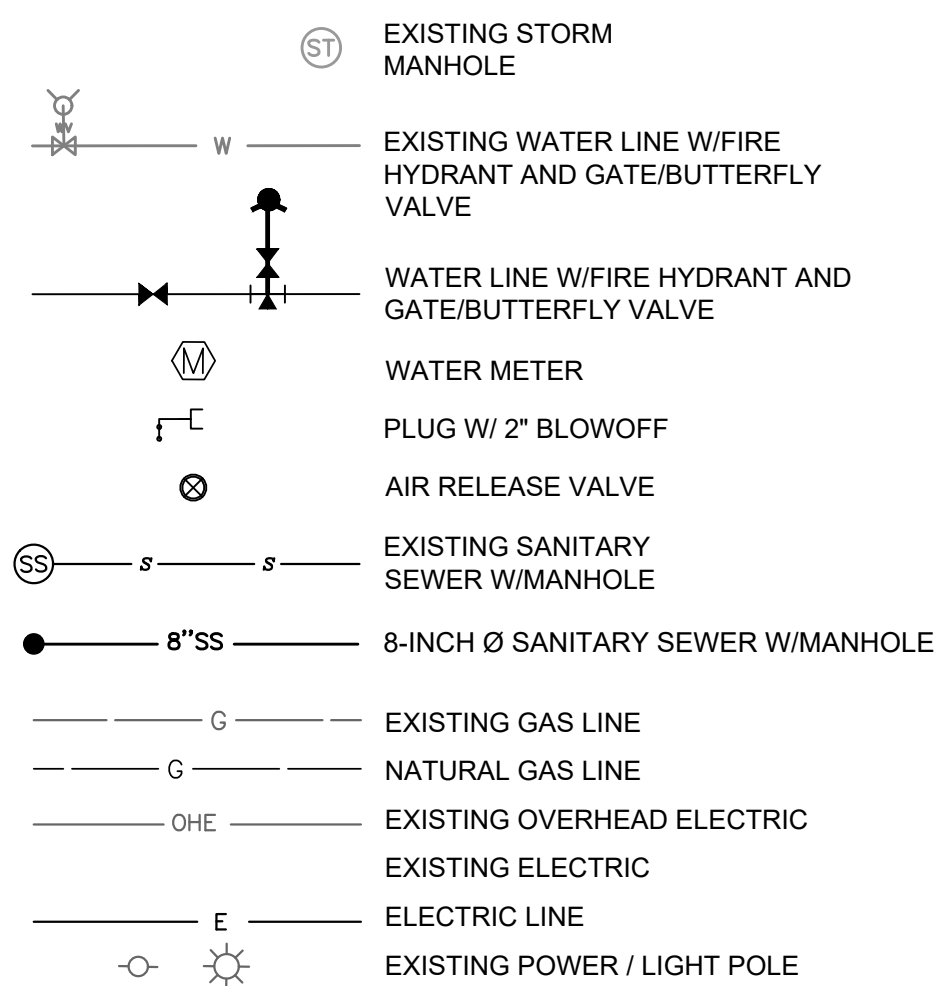
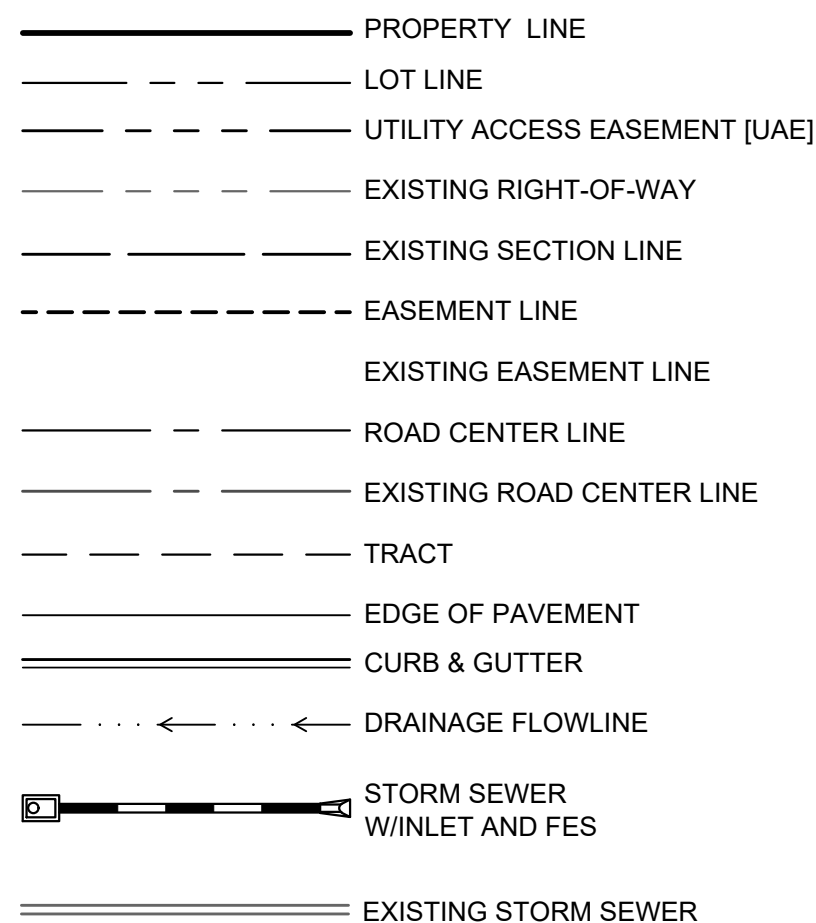
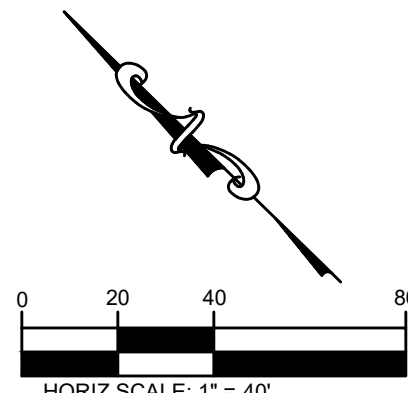
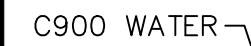
	PROPERTY LINE
	EXISTING OFFSITE WATER MAIN
	8" WATER LINE W/FIRE HYDRANT GATE/BUTTERFLY VALVE. LINE TO FIRE HYDRANT TO BE 6" DIP TOWN DETAIL 700-06
	EXISTING 8" OR 12" (AS NOTED) WATER LINE W/FIRE HYDRANT AND GATE/BUTTERFLY VALVE
	EXISTING SANITARY SEWER W/MANHOLE
	8" SANITARY SEWER W/MANHOLE WITH 4" SERVICE
	PROPOSED STORM SEWER LINE
	STORM SEWER MANHOLE, INLET AND FES
	RIPRAP
	LOT LINE
	RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	EXISTING SECTION LINE
	EASEMENT LINE
	EXISTING EASEMENT LINE
	ROAD CENTER LINE
	EXISTING ROAD CENTER LINE
	TRACT
	EDGE OF PAVEMENT
	CURB & GUTTER
	100-YR FLOOD PLAIN
	EXISTING 100-YR FLOOD PLAIN

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021

PROJECT NO.: 21103

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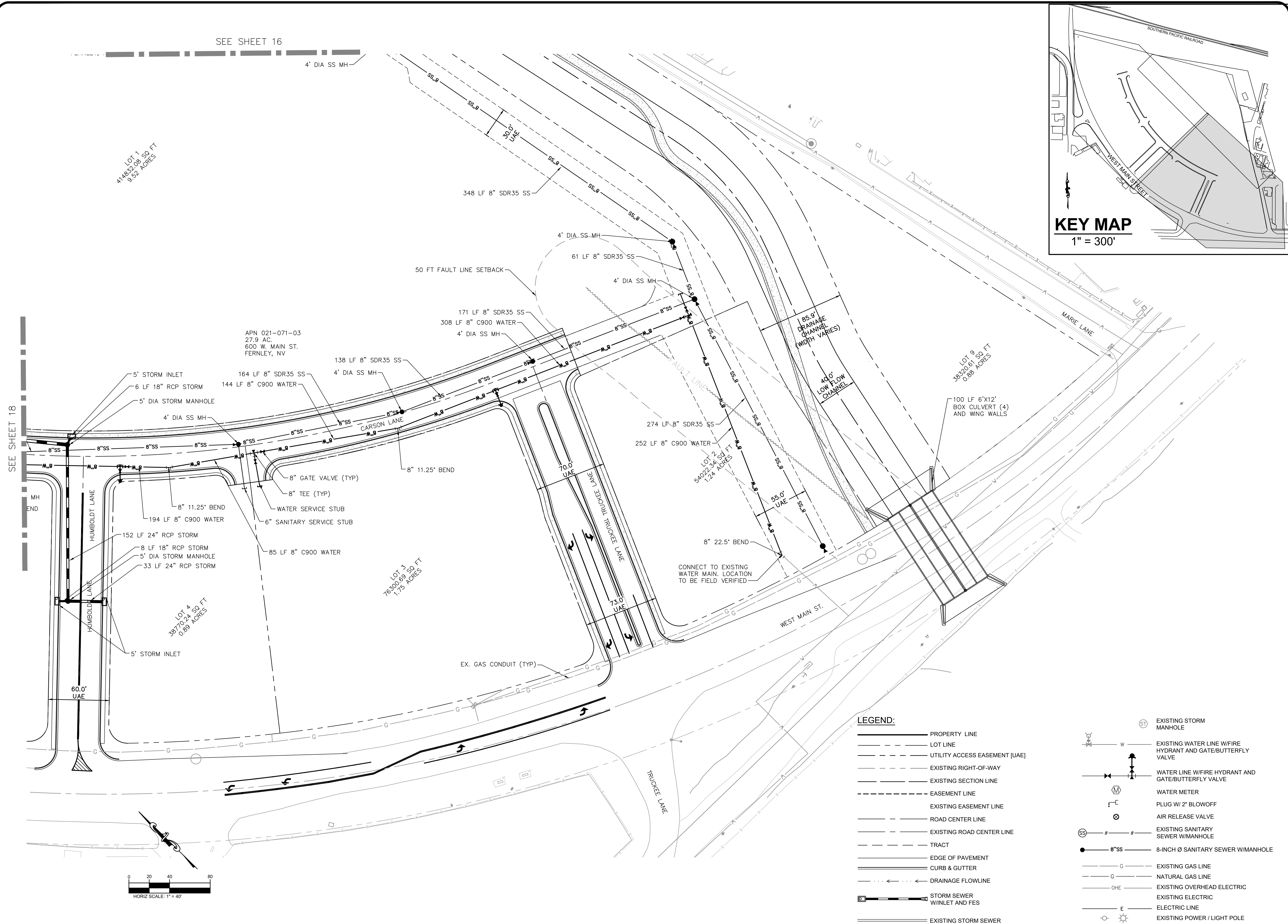
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UTILITY PLAN

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
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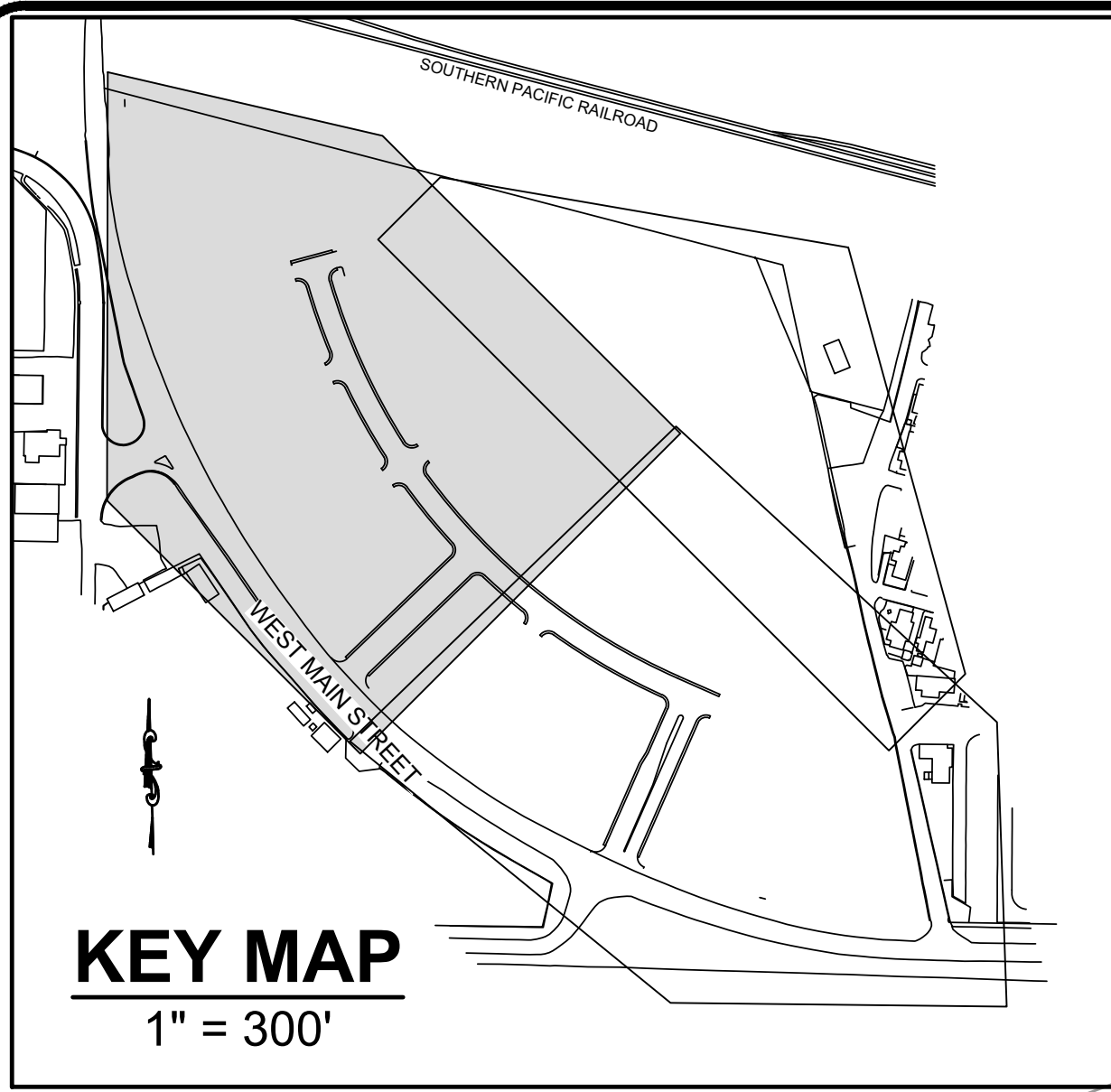
UTILITY PLAN

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021
PROJECT NO.: 21103

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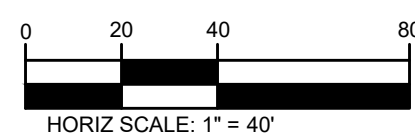
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LEGEND:

- PROPERTY LINE
- LOT LINE
- UTILITY ACCESS EASEMENT [UAE]
- EXISTING RIGHT-OF-WAY
- EXISTING SECTION LINE
- EASEMENT LINE
- EXISTING EASEMENT LINE
- ROAD CENTER LINE
- EXISTING ROAD CENTER LINE
- TRACT
- EDGE OF PAVEMENT
- CURB & GUTTER
- DRAINAGE FLOWLINE
- STORM SEWER W/INLET AND FES
- EXISTING STORM SEWER

- EXISTING STORM MANHOLE
- EXISTING WATER LINE W/FIRE HYDRANT AND GATE/BUTTERFLY VALVE
- WATER LINE W/FIRE HYDRANT AND GATE/BUTTERFLY VALVE
- WATER METER
- PLUG W/ 2" BLOWOFF
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- EXISTING GAS LINE
- NATURAL GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING ELECTRIC
- ELECTRIC LINE
- EXISTING POWER / LIGHT POLE



SEE SHEET 16

SEE SHEET 15

APN 021-071-03
27.9 AC.
600 W. MAIN ST.
FERNLEY, NV

SEE SHEET 15



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UTILITY PLAN

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021

PROJECT NO: 21103

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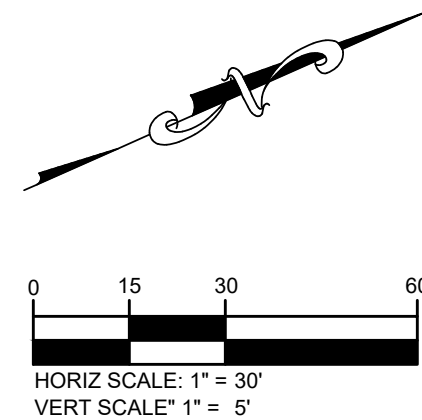
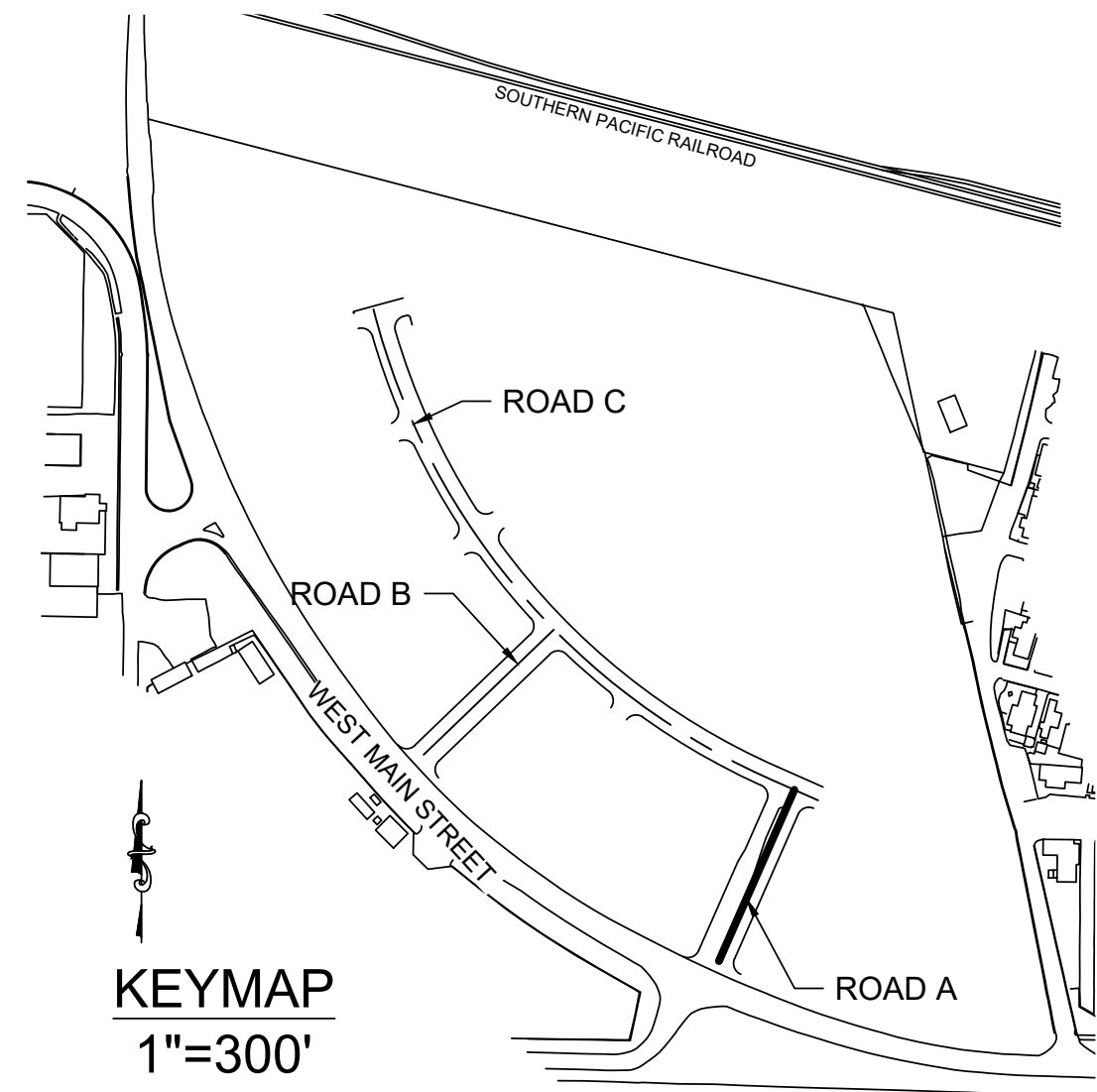
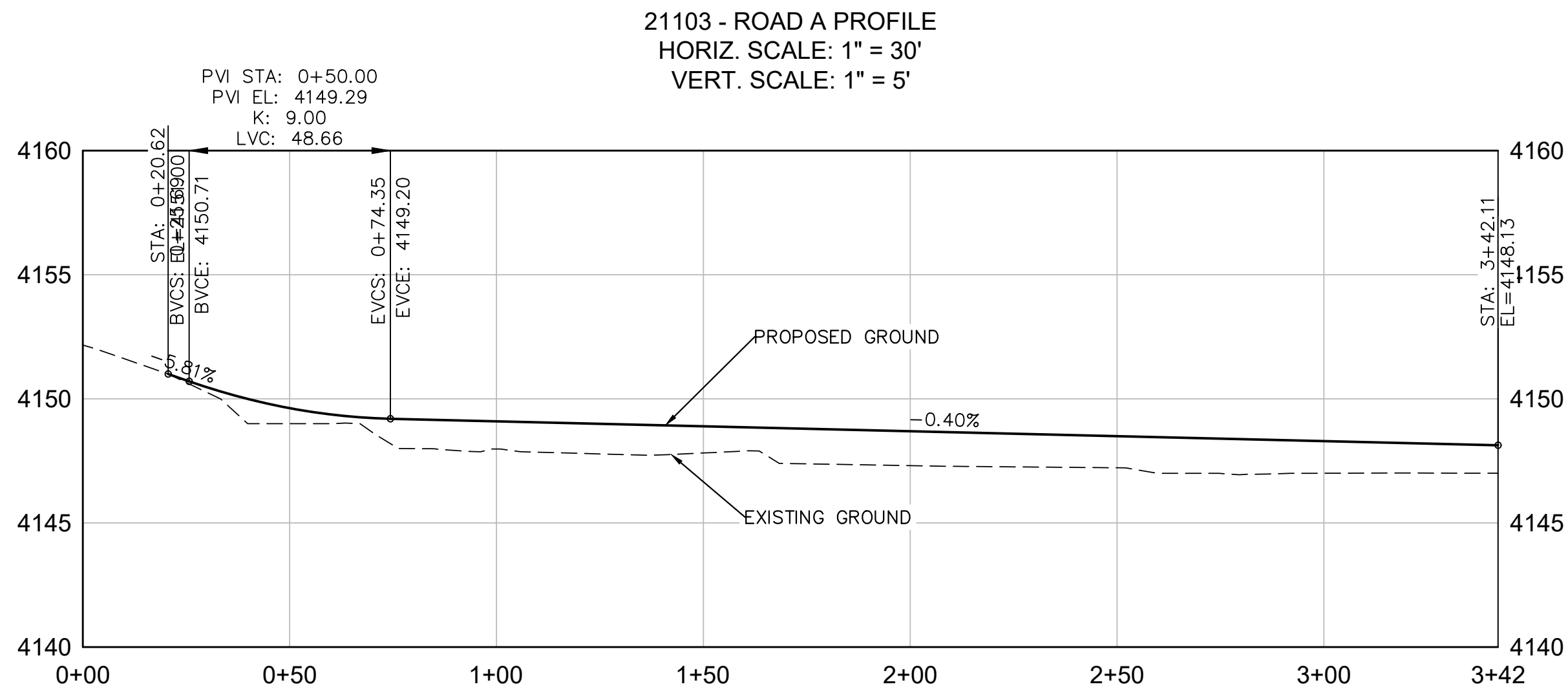
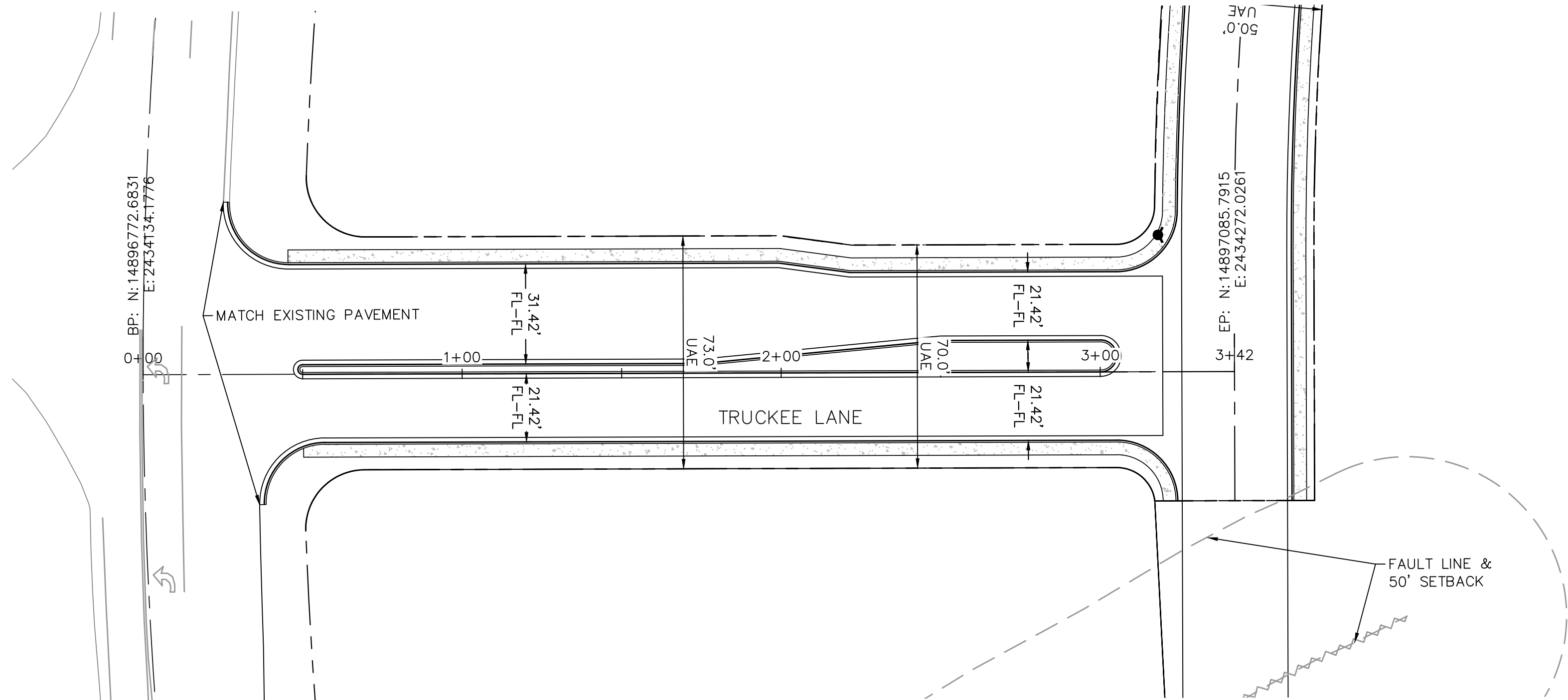
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- LEGEND:**
- 8600 EXISTING CONTOURS
 - 8600 PROPOSED CONTOURS
 - LOT LINE
 - SETBACK LINE
 - RIGHT-OF-WAY
 - EXISTING RIGHT-OF-WAY
 - PROPERTY LINE
 - EXISTING BOUNDARY LINE
 - EXISTING SECTION LINE
 - TRACT
 - EASEMENT LINE
 - EXISTING EASEMENT LINE
 - ALIGNMENT CENTER LINE
 - EXISTING ROAD CENTER LINE
 - EDGE OF PAVEMENT
 - PROPOSED CURB & GUTTER
 - STORM SEWER WINLET AND FES
 - DRAINAGE FLOWLINE
 - 100-YR FLOOD PLAIN
 - EXISTING 100-YR FLOOD PLAIN

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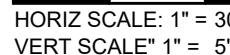
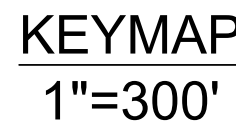
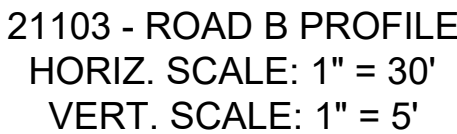
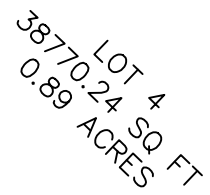
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DRAWN BY: JJP
CHECKED BY: LEP

ROAD A P&P

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021
PROJECT NO.: 21103

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- LEGEND:**
- | | |
|--|-----------------------------|
| | EXISTING CONTOURS |
| | PROPOSED CONTOURS |
| | LOT LINE |
| | SETBACK LINE |
| | RIGHT-OF-WAY |
| | EXISTING RIGHT-OF-WAY |
| | PROPERTY LINE |
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| | PROPOSED CURB & GUTTER |
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| | DRAINAGE FLOWLINE |
| | 100-YR FLOOD PLAIN |
| | EXISTING 100-YR FLOOD PLAIN |

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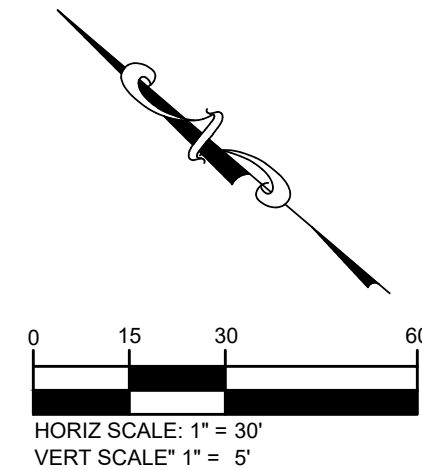
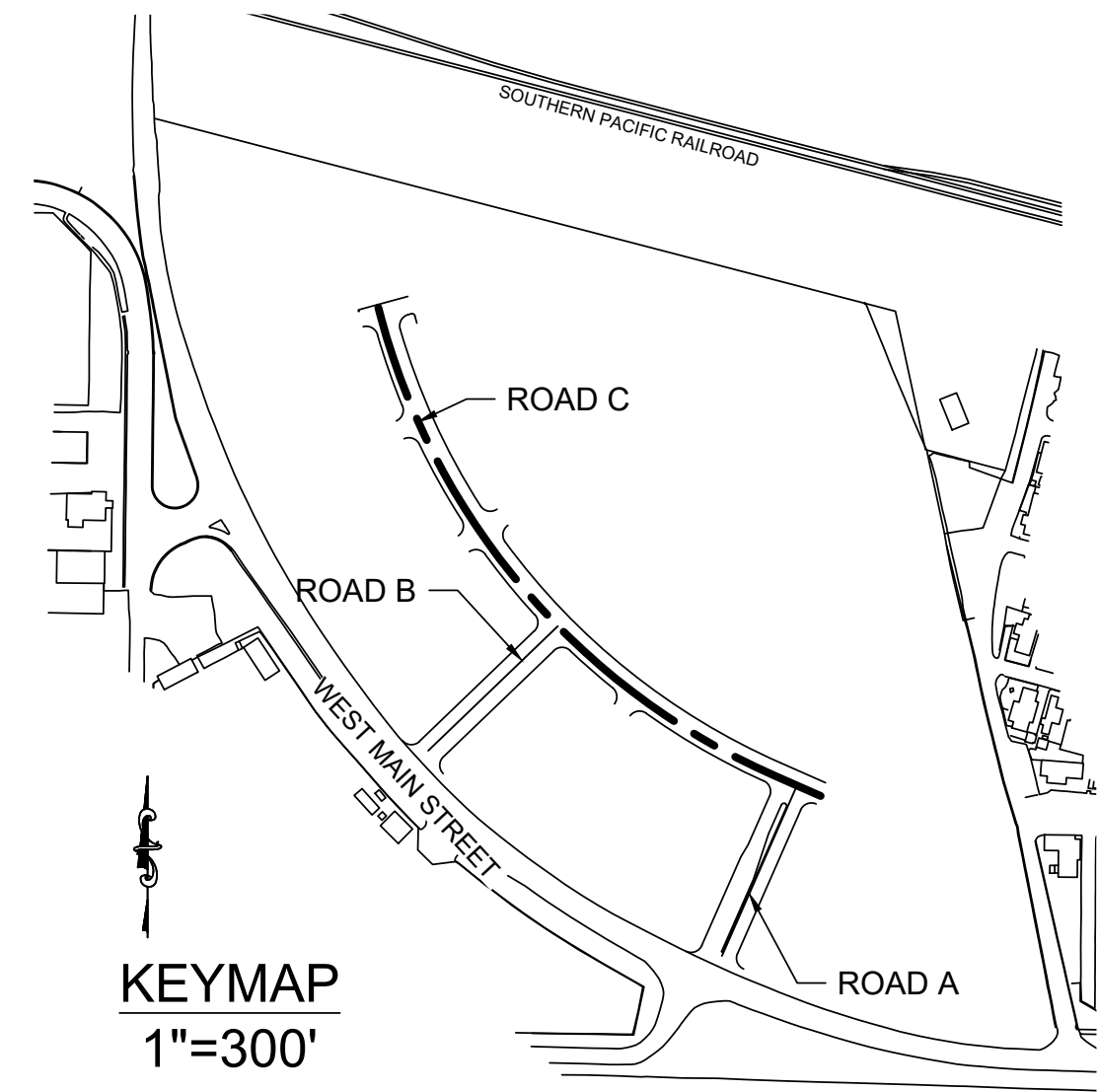
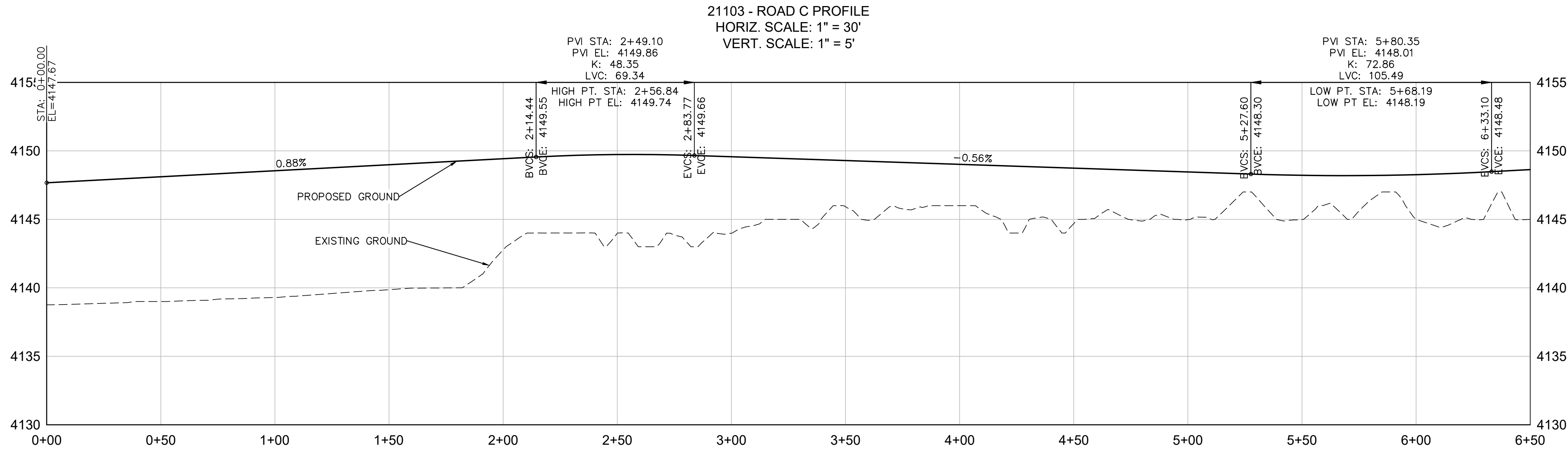
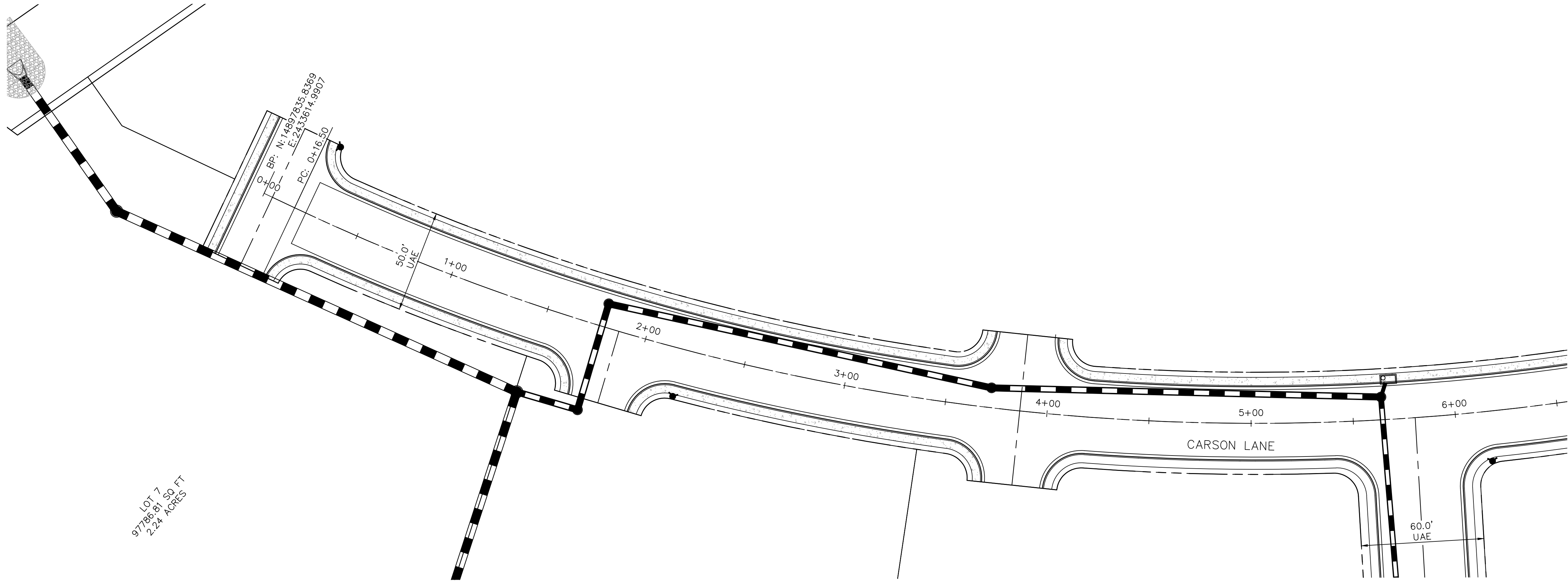
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600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021
PROJECT NO.: 21103
20 of 23

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- LEGEND:**
- 8600 EXISTING CONTOURS
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 - 100-YR FLOOD PLAIN
 - EXISTING 100-YR FLOOD PLAIN

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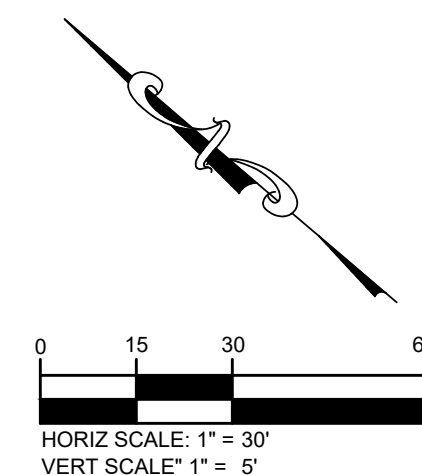
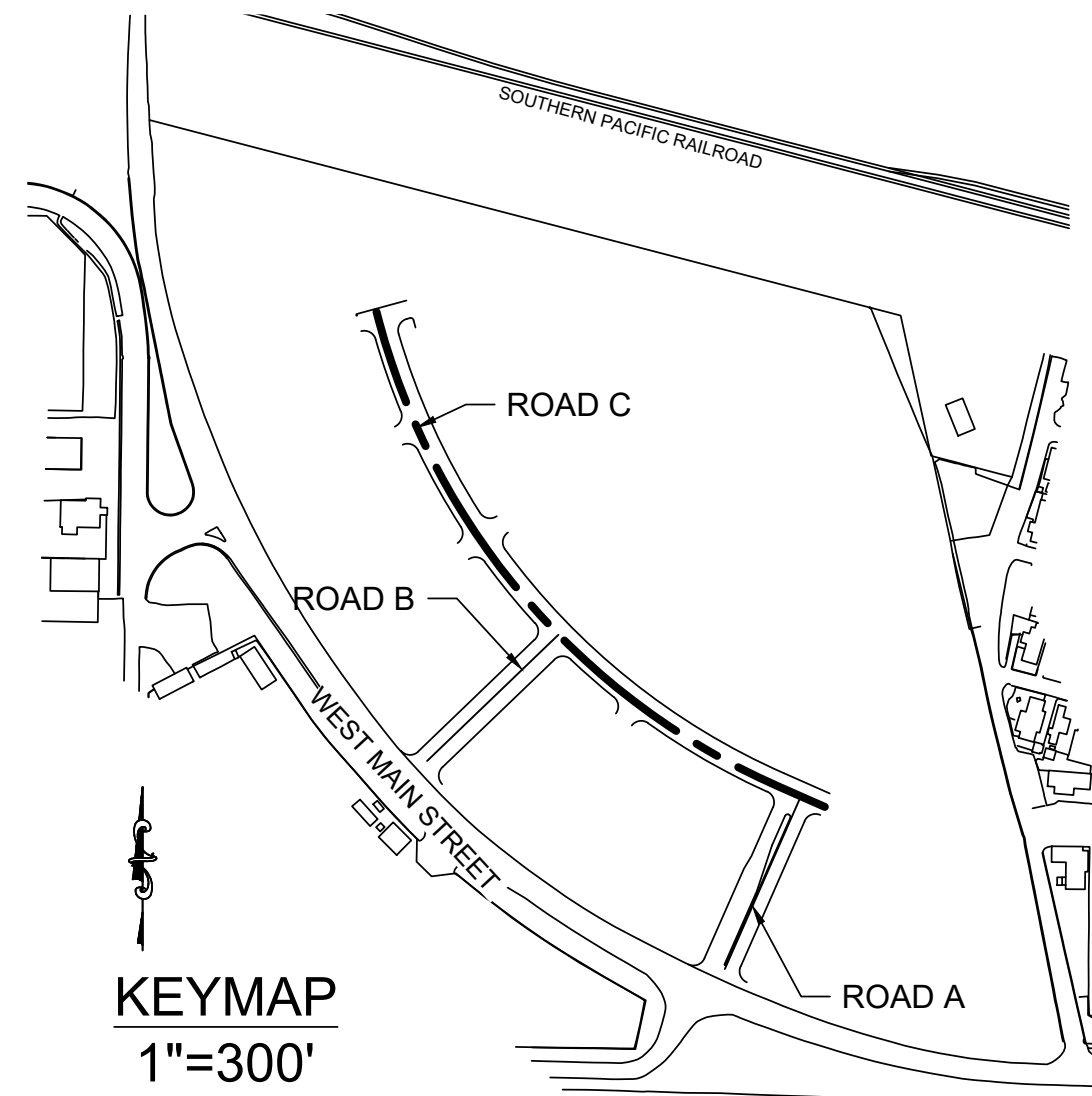
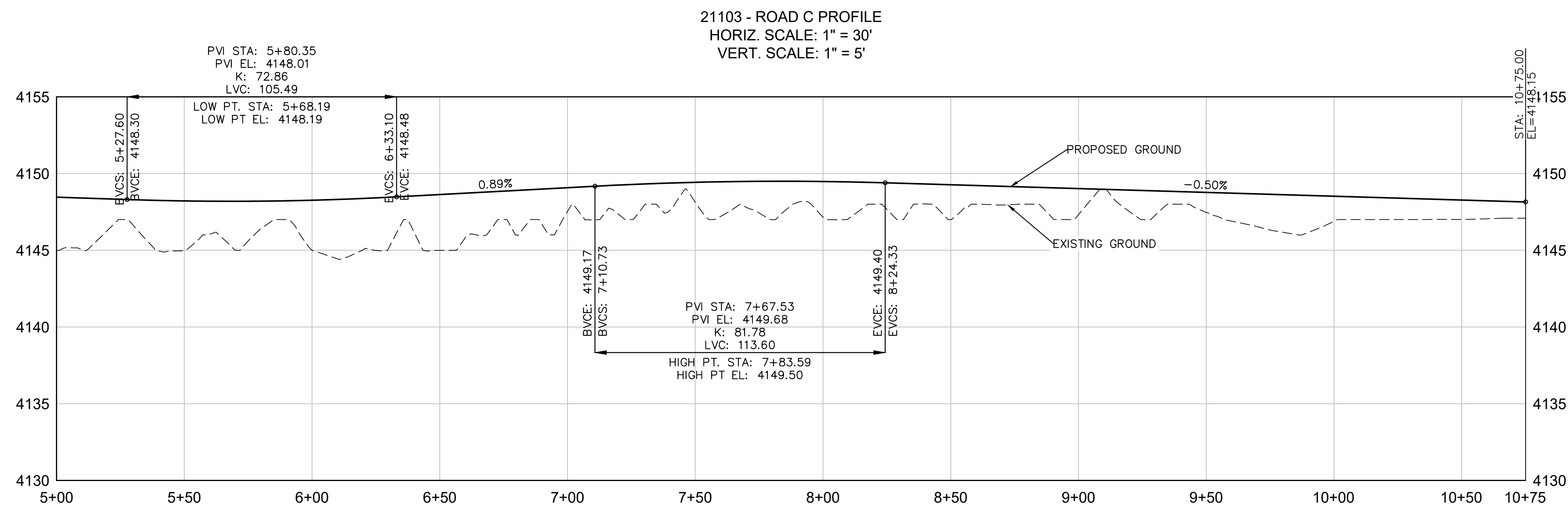
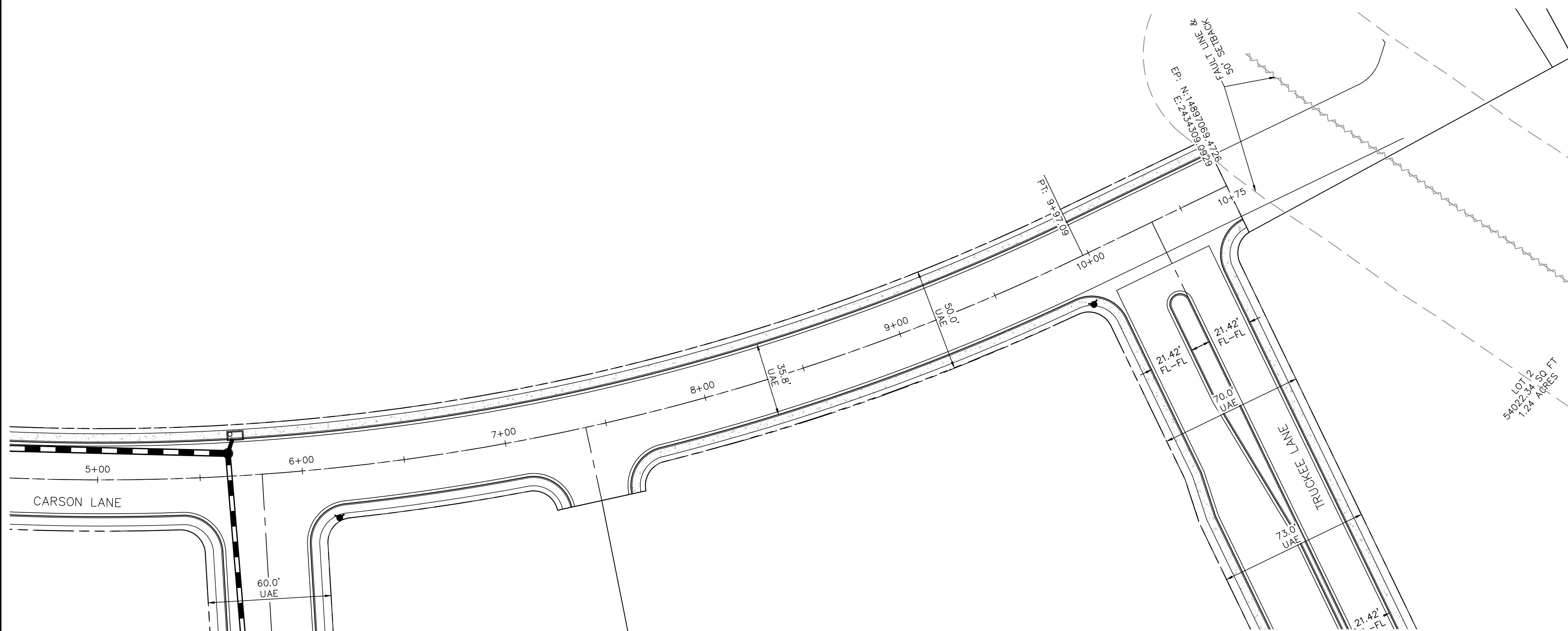
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600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

ROAD C P&P 0+00 - 6+50

12/09/2021
PROJECT NO: 21103

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- LEGEND:**
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| | EXISTING CONTOURS |
| | PROPOSED CONTOURS |
| | LOT LINE |
| | SETBACK LINE |
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| | PROPERTY LINE |
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| | 100-YR FLOOD PLAIN |
| | EXISTING 100-YR FLOOD PLAIN |



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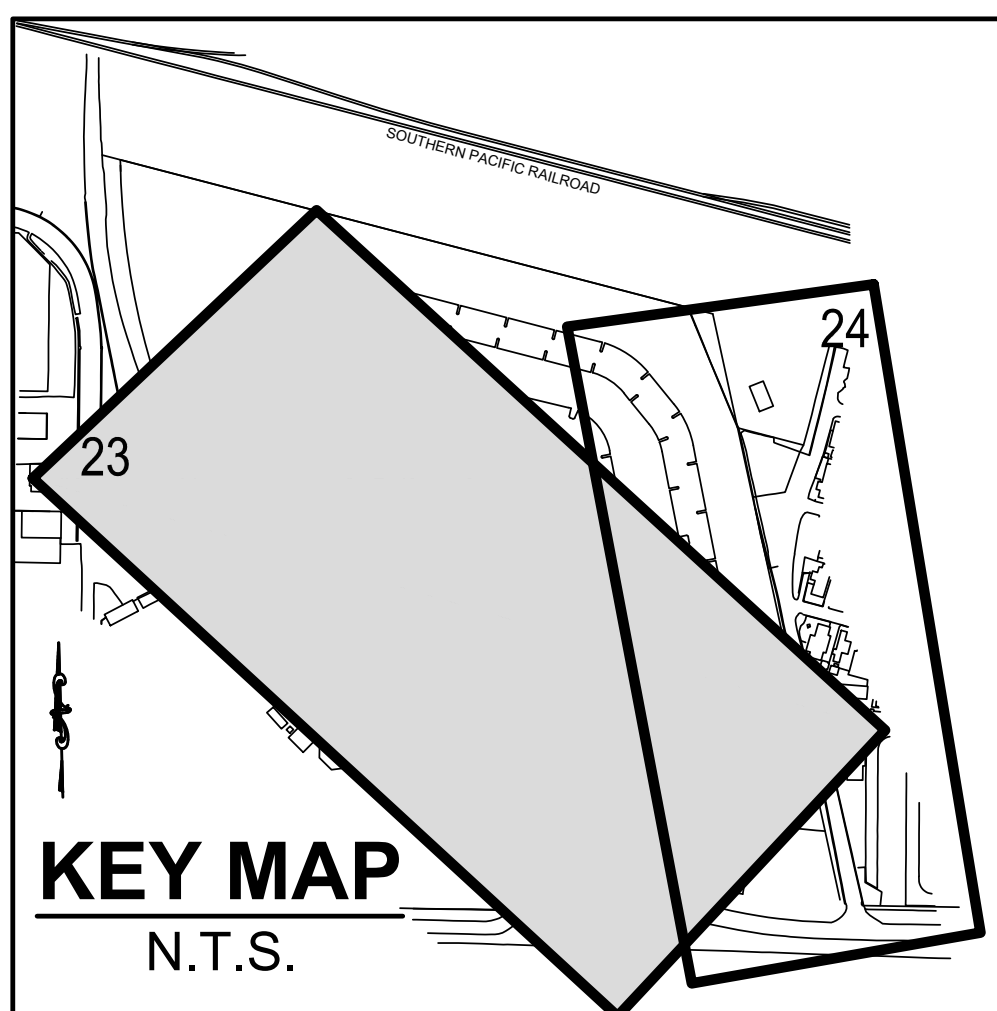
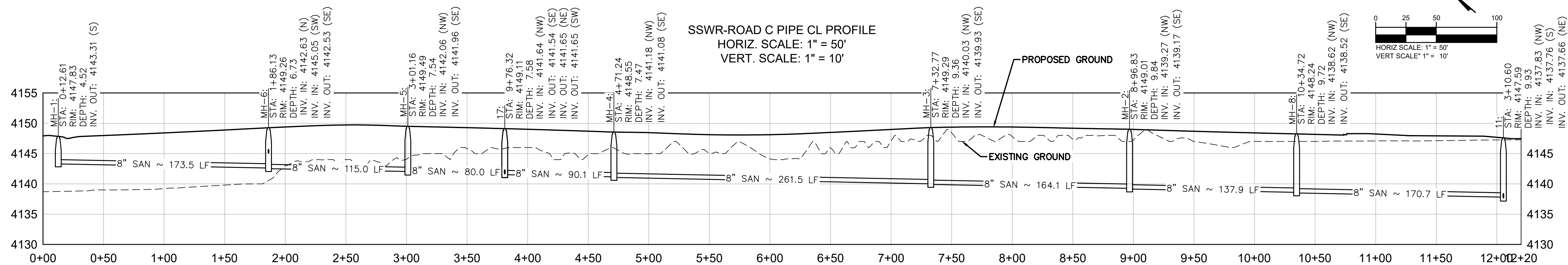
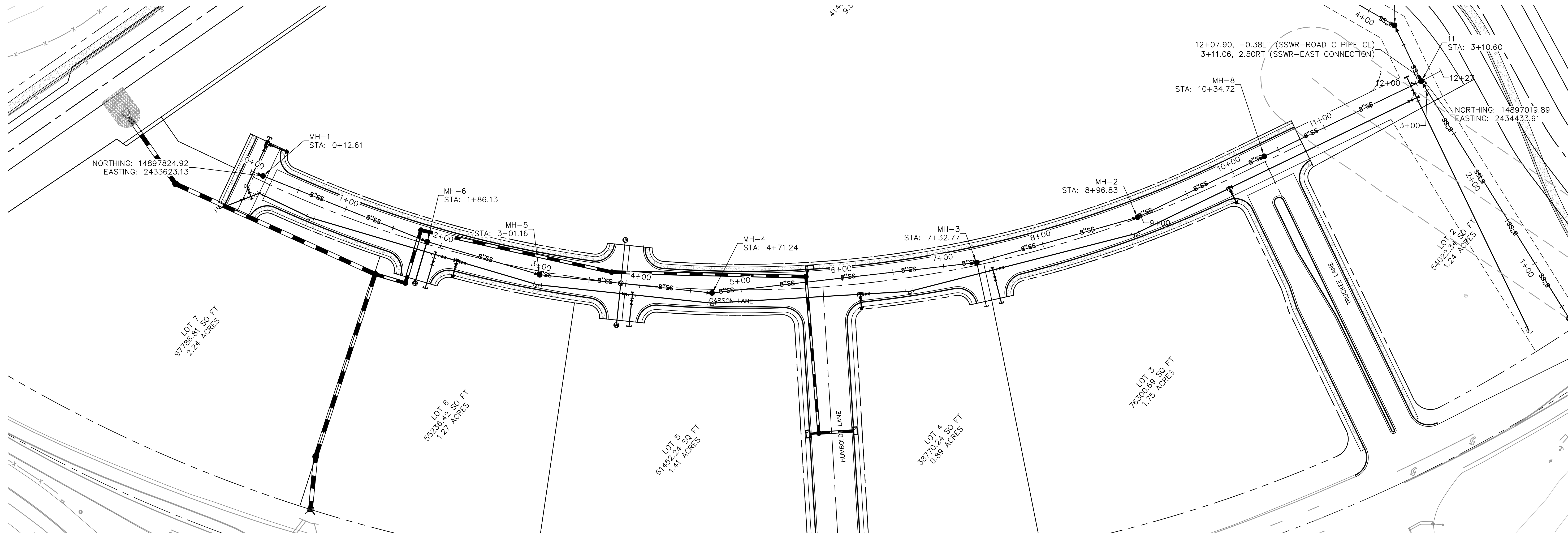
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600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021
PROJECT NO.: 21103

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- LEGEND:

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| | PROPERTY LINE |
| | LOT LINE |
| | UTILITY ACCESS EASEMENT [UAE] |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING SECTION LINE |
| | EASEMENT LINE |
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| | CURB & GUTTER |
| | DRAINAGE FLOWLINE |
| | STORM SEWER
W/INLET AND FES |
| | EXISTING STORM SEWER |

- | | | |
|---|---------------------------|---|
|  | EXISTING STORM
MANHOLE | |
|  | W | EXISTING WATER LINE W/FIRE
HYDRANT AND GATE/BUTTERFLY
VALVE |
|  | | WATER LINE W/FIRE HYDRANT AND
GATE/BUTTERFLY VALVE |
|  | | WATER METER |
|  | | PLUG W/ 2" BLOWOFF |
|  | | AIR RELEASE VALVE |
|  | s | EXISTING SANITARY
SEWER W/MANHOLE |
|  | 8"SS | 8-INCH Ø SANITARY SEWER W/MANHOLE |
|  | G | EXISTING GAS LINE |
|  | G | NATURAL GAS LINE |
|  | OHE | EXISTING OVERHEAD ELECTRIC |
|  | E | EXISTING ELECTRIC |
|  | E | ELECTRIC LINE |
|  | | EXISTING POWER / LIGHT POLE |

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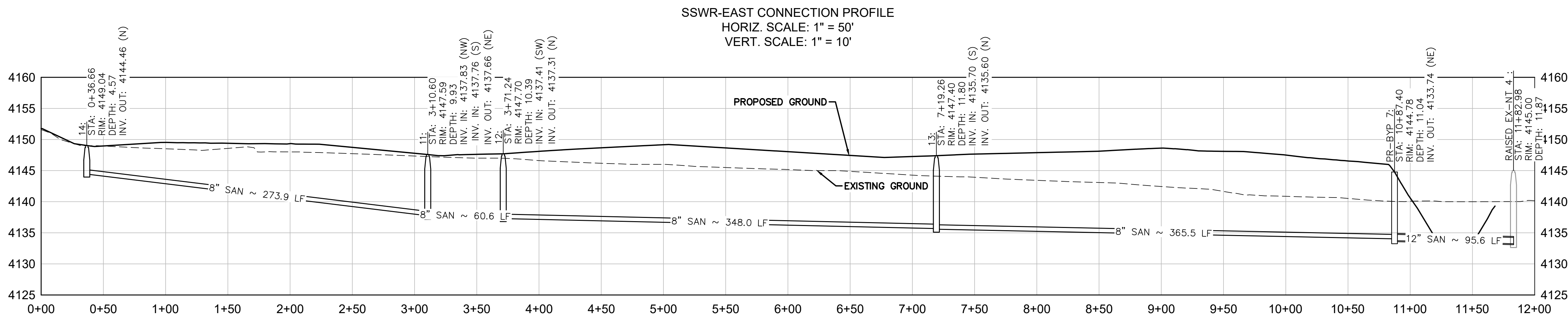
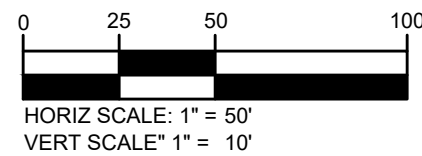
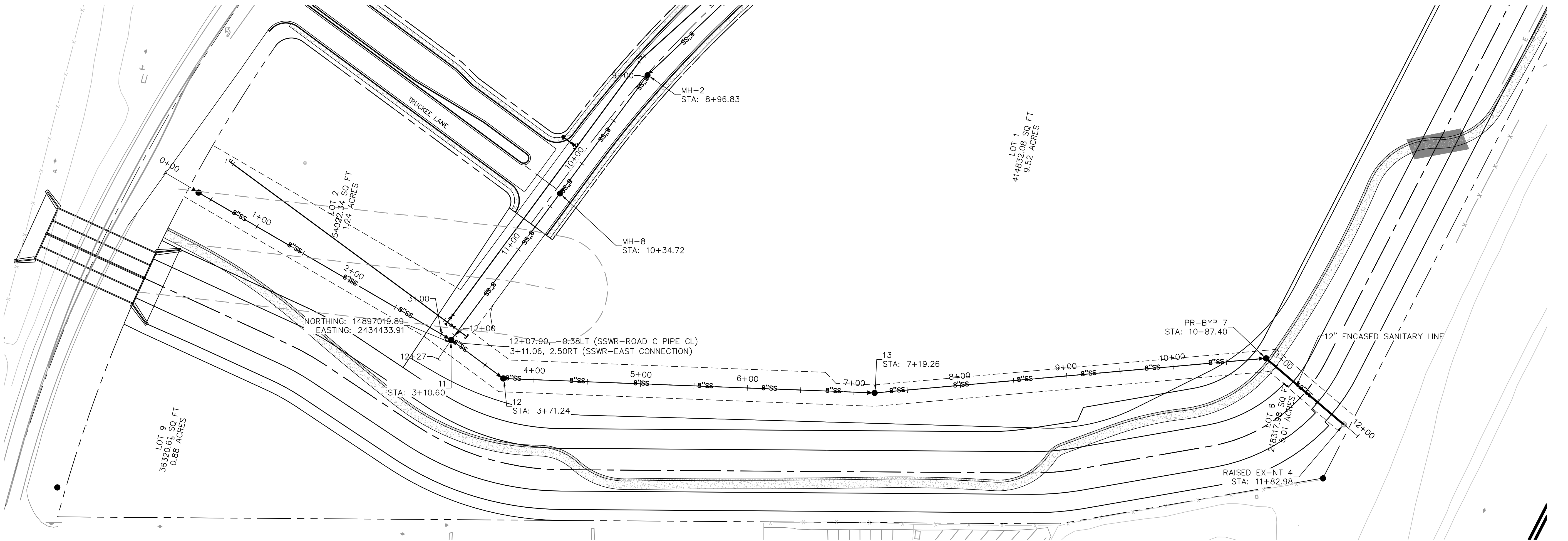
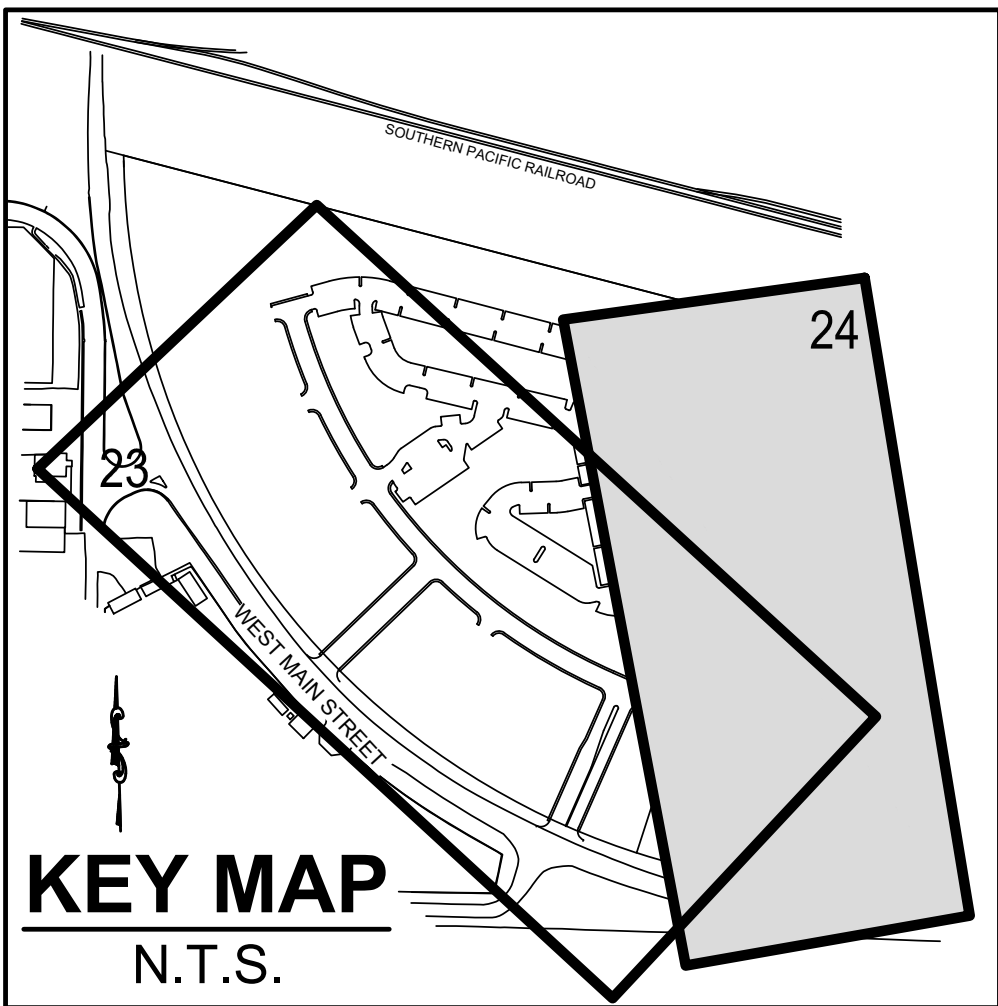


SEWER MAIN P&P

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021
PROJECT NO.: 21103
23 of 23

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LEGEND:

- PROPERTY LINE
- LOT LINE
- UTILITY ACCESS EASEMENT [UAE]
- EXISTING RIGHT-OF-WAY
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- EASEMENT LINE
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- WATER LINE W/FIRE HYDRANT AND GATE/BUTTERFLY VALVE
- WATER METER
- PLUG W/ 2" BLOWOFF
- AIR RELEASE VALVE
- EXISTING SANITARY SEWER W/MANHOLE
- 8-INCH Ø SANITARY SEWER W/MANHOLE
- EXISTING GAS LINE
- NATURAL GAS LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING ELECTRIC
- ELECTRIC LINE
- EXISTING POWER / LIGHT POLE

No.	REVISIONS	DATE	BY

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DRAWN BY: JWP
CHECKED BY: LEP

SEWER MAIN P&P (2)

600 WEST MAIN
TENTATIVE MAP
LYON COUNTY
FERNLEY, NEVADA

12/09/2021
PROJECT NO.: 21103

SITE AREA: 28.42 ACRES (1,231,915 SF)
PROPOSED ZONING: MIXED USE
ADDRESS: 600 W. MAIN ST.
PROPOSED COMMERCIAL SF: +/- 84,000 SF

REQUIRED LANDSCAPE AREA: 90,124 SF MIN. (2 AC.)
• 15% OF SITE AREA
• NOT CALCULATED IN THIS FIGURE -
--LOT 1 (414,832 SF, 9.52 AC) - C.U.P SUBMITTED
--LOT 8 (218,317 SF, 5.01 AC) - NO STRUCTURES,
DRAINAGE CHANNEL WITH WALKING TRAIL PER
SEC. 32.09.090.D 1, LOT 8 WILL BE REVEGETATED
WITH NATIVE PLANTS.

TREES REQUIRED: 368
• 1 TREE PER 500 SF OF REQ. LANDSCAPE AREA =
175
• 1 TREE PER 10 PARKING SPACES (383 SPACES
PROVIDED) = 38
• 1 TREE PER 30 LF STREET FRONTAGE = 155

SHRUBS REQUIRED: 1,141 MIN
• 1 SHRUB PER 50 SF

LAWN AREA MAXIMUM ALLOWED: 69,861 SF
• 80% OF REQ'D LANDSCAPE AREA

GENERAL NOTES:

1. ALL PLANTING AND IRRIGATION SHALL BE INSTALLED PER
LOCAL GOVERNING CODES.

2. TREES:

A. SECTION 32.09.090, D.5 "EVERGREEN TREES SHALL BE AT
LEAST 6 FEET IN HEIGHT AT TIME OF PLANTING. FIFTY
PERCENT (50%) OF DECIDUOUS TREES SHALL BE A MINIMUM
CALIPER OF ONE INCH AND 50% SHALL BE A MINIMUM
CALIPER OF TWO INCHES AT TIME OF PLANTING"

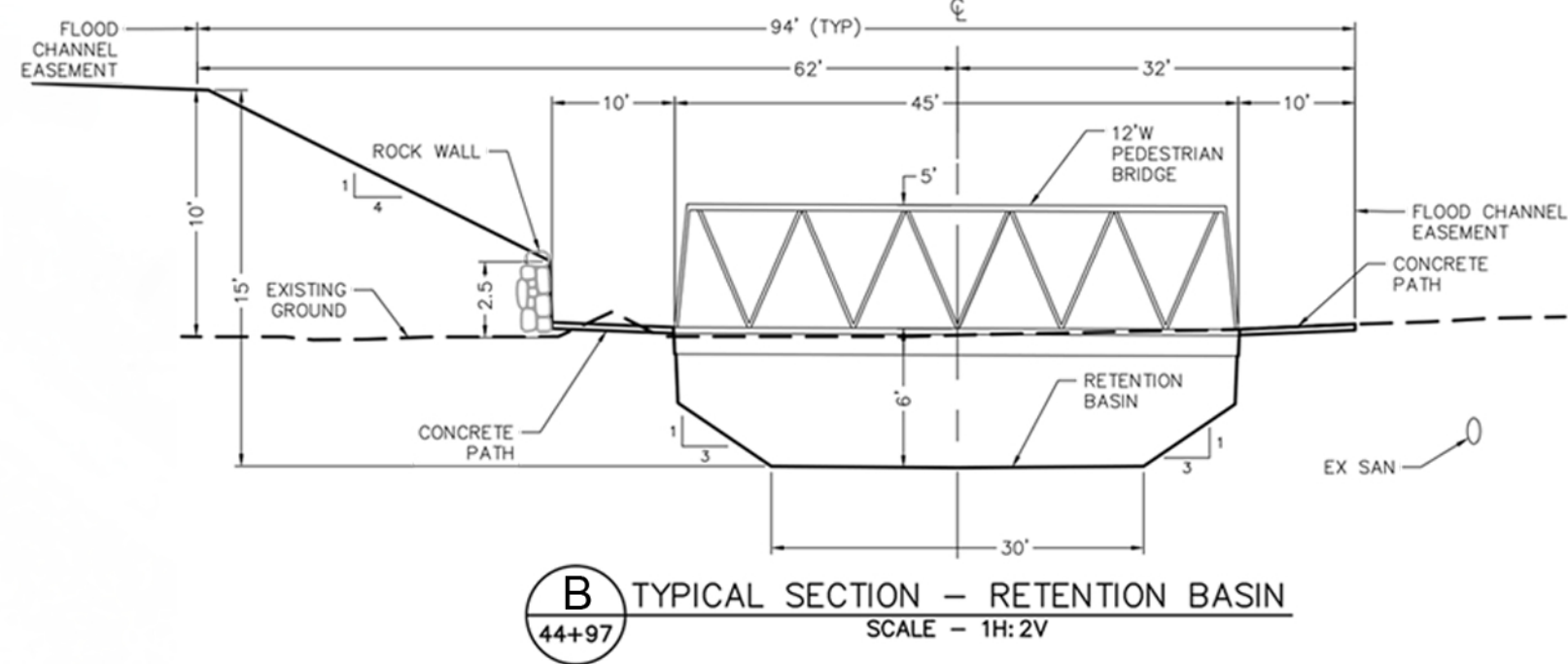
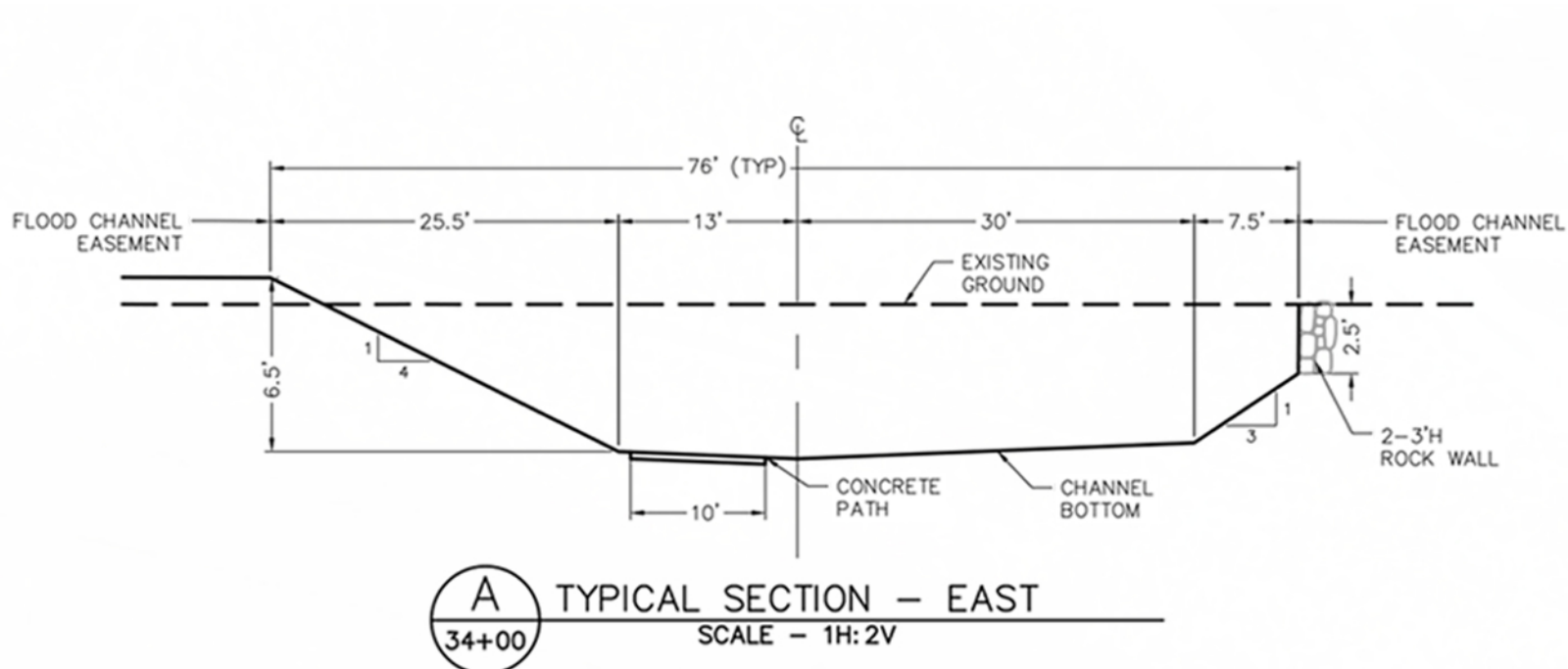
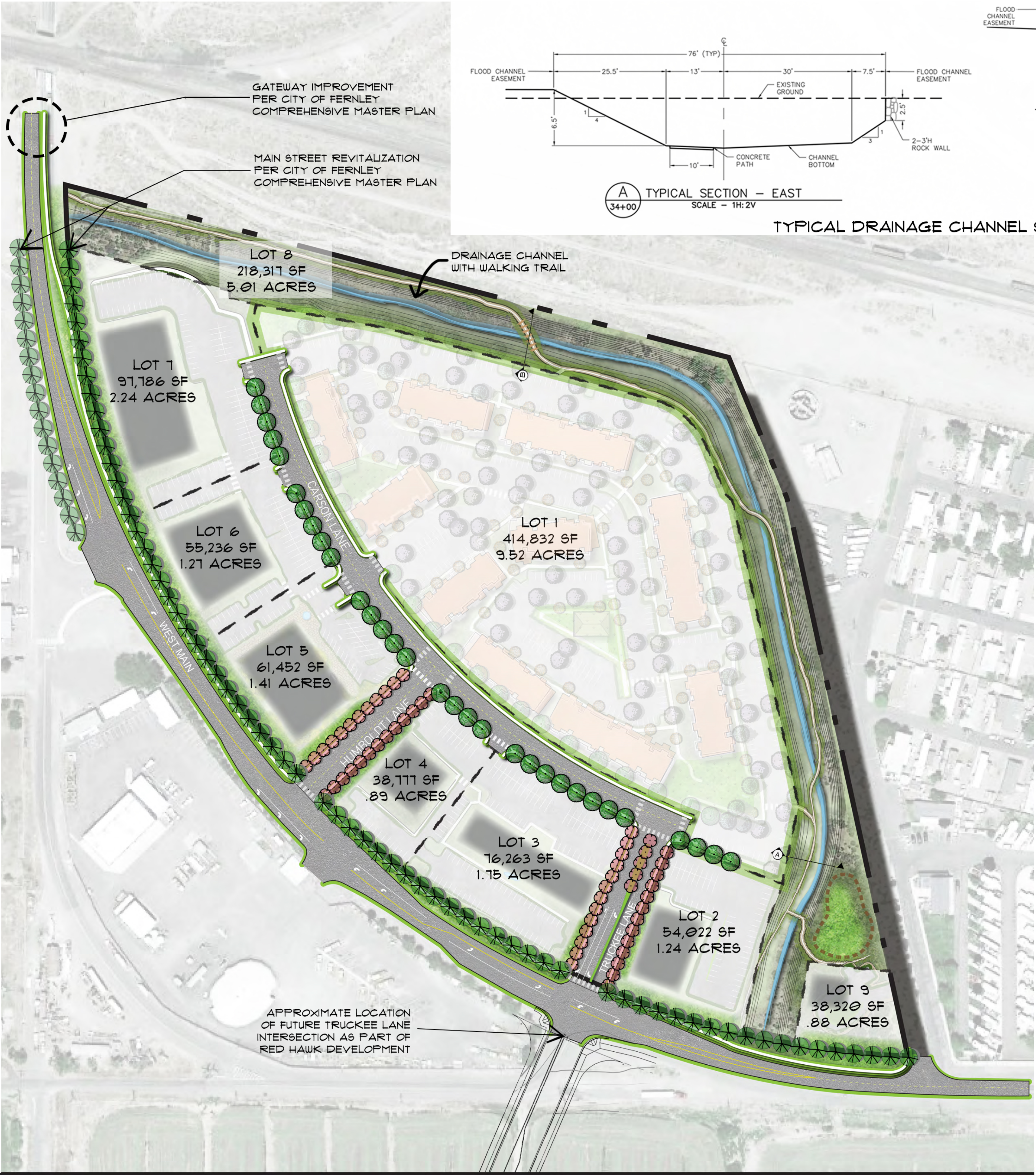
B. ADDITIONAL TREES, BEYOND THOSE REQUIRED BY CODE,
MAY BE REDUCED IN SIZE AT INSTALLATION.

3. FINAL PLANT SELECTION AND LAYOUT WILL BE BASED ON
SOUND HORTICULTURAL PRACTICES RELATING TO
MICRO-CLIMATE, SOIL AND WATER REGIMES. ALL TREES WILL
BE STAKED SO AS TO REMAIN UPRIGHT AND PLUMB
FOLLOWING INSTALLATION. PLANT SIZE AND QUALITY AT TIME
OF PLANTING WILL BE PER THE AMERICAN STANDARD FOR
NURSERY STOCK (ANSI Z60.1-1990).

4. ALL SHRUB BEDS WILL RECEIVE 3" DEPTH MULCH WITH WEED
CONTROL.

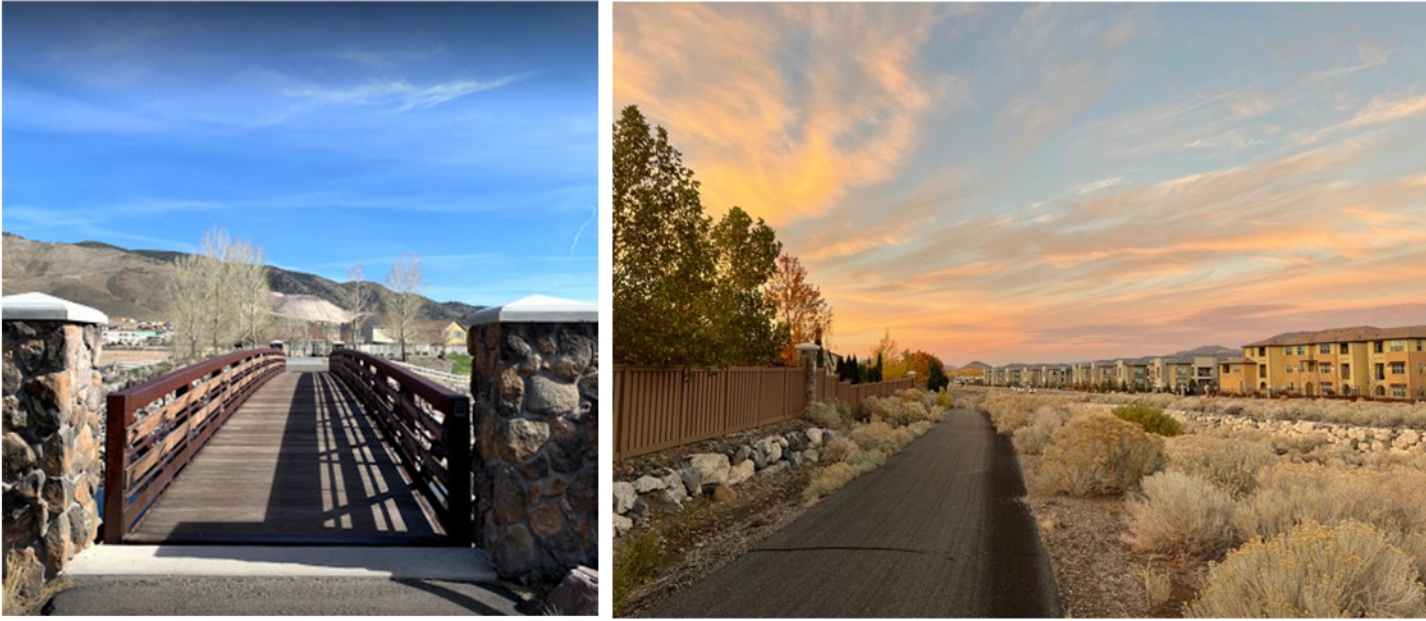
5. WITH THE EXCEPTION OF LOT 8, ALL LANDSCAPING WILL BE
AUTOMATICALLY IRRIGATED. CONTAINER PLANTINGS WILL BE
DRIP IRRIGATED BASED ON THE SPECIFIC HORTICULTURAL
REQUIREMENTS OF EACH SPECIES. A
REDUCED-PRESSURE-TYPE BACKFLOW PREVENTOR WILL BE
PROVIDED ON THE IRRIGATION SYSTEM AS REQUIRED PER
CODE. LOT 8 WILL BE TEMPORARILY IRRIGATED UNTIL
REVEGETATION IS ESTABLISHED (APPROX. 2-3 YEARS).

6. PLAN IS CONCEPTUAL. PLANT QUANTITIES INDICATED ARE
PER CITY OF FERNLEY CODE REQUIREMENTS. PLANT
LOCATION, FINAL SPECIES SELECTION AND SIZE AT PLANTING
SHALL BE DETERMINED DURING DEVELOPMENT OF THE FINAL
CONSTRUCTION DOCUMENTS.



TYPICAL DRAINAGE CHANNEL SECTIONS

EXAMPLE DRAINAGE CHANNEL



ENLARGEMENT OF TYPICAL LOT



LOT 5 - 61,452 SF
REQUIRED LANDSCAPE AREA: 9,218 SF
- 15% OF TOTAL AREA
TREES REQUIRED: 49
- 1 TREE PER 500 SF OF REQ LANDSCAPE AREA = 18
- 1 TREE PER 10 PARKING SPACES (50) = 5
- 1 TREE PER 30 LF STREET FRONTAGE = 26
SHRUBS REQUIRED: 184
- 1 SHRUB PER 50 SF OF REQ LANDSCAPE AREA



1" = 100'

0 200 400

PLANTING KEY



DECIDUOUS TREES



EVERGREEN TREES



ORNAMENTAL LANDSCAPE/LAWN AREAS

600 WEST MAIN STREET
TRAFFIC STUDY

MAY 2021



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600 WEST MAIN STREET

TRAFFIC STUDY

EXECUTIVE SUMMARY

The proposed 600 West Main Street development will be located in the City of Fernley, Nevada. The project site is located on the northeast side of West Main Street west of Marie Drive and south of Logan Lane. The project site is currently undeveloped land. The purpose of this study is to address the project's impact upon the adjacent street network. The West Main Street intersections with US-95A, Miller Lane, Truckee Lane, Mesa Drive, Logan Lane-Pilot Road, the I-80 eastbound and westbound on and off ramps, and the proposed project driveways have been identified for AM and PM peak hour capacity analysis for the existing, existing plus project, 2041 base, and 2041 base plus project scenarios.

The proposed 600 West Main Street development will consist of the construction of 201 multi-family dwelling units, a 100 room hotel, a 15,000 square foot pharmacy with drive-through lane, an 8,000 square foot sit-down restaurant, and retail buildings containing a total floor area of 47,000 square feet. Project access is proposed from two driveways on West Main Street. The 600 West Main Street development is anticipated to generate 6,623 average daily trips with 322 trips occurring during the AM peak hour and 584 trips occurring during the PM peak hour.

Traffic generated by the 600 West Main Street development will have some impact on the adjacent street network. The following recommendations are made to mitigate project traffic impacts.

It is recommended that any required signing, striping, or traffic control improvements comply with Nevada Department of Transportation and City of Fernley requirements.

It is recommended that the West Main Street/Truckee Lane-East Driveway intersection be designed to include a minimum of one left turn lane and one shared through-right turn lane at both the north driveway and south Truckee Lane approaches and an exclusive right turn lane with a minimum of 215 feet of deceleration length at the east approach. It is recommended that a traffic signal be installed at the West Main Street/Truckee Lane-East Driveway intersection when warranted.

It is recommended that the West Main Street/West Driveway intersection be designed to operate with limited left-in/right-in/right-out movements and contain stop sign control at the driveway approach and an exclusive right turn lane with a minimum of 215 feet of deceleration length at the east approach.

INTRODUCTION

STUDY AREA

The proposed 600 West Main Street development will be located in the City of Fernley, Nevada. The project site is located on the northeast side of West Main Street west of Marie Drive and south of Logan Lane. Figure 1 shows the approximate location of the project site. The purpose of this study is to address the project's impact upon the adjacent street network. The West Main Street intersections with US-95A, Miller Lane, Truckee Lane, Mesa Drive, Logan Lane-Pilot Road, the I-80 eastbound and westbound on and off ramps, and the proposed project driveways have been identified for AM and PM peak hour capacity analysis for the existing, existing plus project, 2041 base, and 2041 base plus project scenarios.

EXISTING AND PROPOSED LAND USES

The project site is currently undeveloped land. Adjacent properties generally include the Union Pacific railroad tracks to the north, agricultural land to the south, a Nevada Department of Transportation maintenance facility to the west, and residential development to the east. The proposed 600 West Main Street development will consist of the construction of 201 multi-family dwelling units, a 100 room hotel, a 15,000 square foot pharmacy with drive-through lane, an 8,000 square foot sit-down restaurant, and 47,000 square feet of retail buildings. Project access is proposed from two driveways on West Main Street.

EXISTING AND PROPOSED ROADWAYS AND INTERSECTIONS

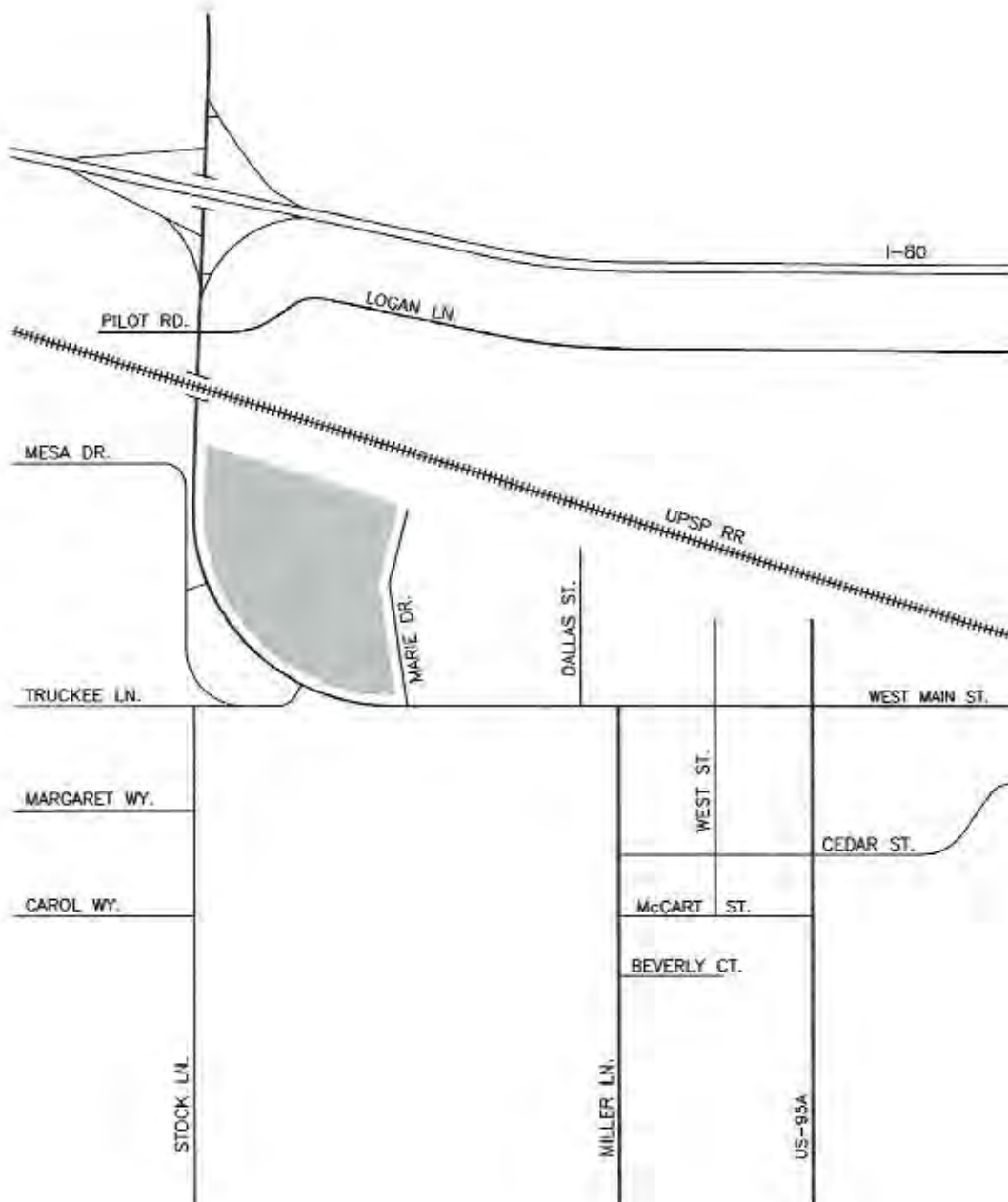
West Main Street (SR-427) is generally a two-lane roadway with one through lane in each direction near the key intersections. The speed limit is posted for 45 miles per hour north of the I-80 westbound off-ramp, 35 miles per hour between the I-80 westbound off-ramp and Miller Lane, and 25 miles per hour east of Miller Lane. Roadway improvements west of Miller Lane include paved and graded shoulders with striped edgelines and a striped centerline. A raised center island with median openings exists at the interchange. Roadway improvements east of Miller Lane include curb, gutter, and sidewalk on both sides of the street with a striped center two-way left turn lane.

US-95A is a two-lane roadway with one through lane in each direction south of West Main Street. The speed limit is posted for 25 miles per hour. Roadway improvements generally include paved or graded shoulders with striped edgelines and a striped centerline.

Miller Lane is a two-lane roadway with one through lane in each direction south of West Main Street. The speed limit is not posted but assumed to be 25 miles per hour. Roadway improvements generally include graded shoulders.

Truckee Lane is a two-lane roadway with one through lane in each direction south of West Main Street. The speed limit is posted for 25 miles per hour. Roadway improvements generally include graded shoulders with a striped centerline.

LEGEND
■ PROJECT SITE



600 WEST MAIN STREET
VICINITY MAP
FIGURE 1

Mesa Drive is a two-lane roadway with one through lane in each direction west of West Main Street. The speed limit is posted for 25 miles per hour. Roadway improvements generally include curb and gutter on both sides of the street with a striped centerline.

Logan Lane is a two-lane roadway with one through lane in each direction east of West Main Street. The speed limit is not posted. Roadway improvements generally include graded shoulders with a striped centerline. Some curb, gutter, and sidewalk improvements exist in developed areas. Pilot Road aligns with Logan Lane on the opposite side of West Main Street.

Pilot Road is a two-lane roadway with one through lane in each direction west of West Main Street. The speed limit is not posted. Roadway improvements generally include curb and gutter on both sides of the street. Logan Lane aligns with Pilot Road on the opposite side of West Main Street.

The West Main Street/US-95A intersection is a signalized four-leg intersection with protected left turn phasing at the east and west approaches and split phasing at the north and south approaches. The east, west, and south approaches each contain one left turn lane and one shared through-right turn lane. The north approach (East Street) contains one shared left turn-through-right turn lane. Pedestrian crosswalks exist at the east, west, and south approaches.

The West Main Street/Miller Lane intersection is an unsignalized three-leg intersection with stop sign control at the south approach. The west approach contains one shared through-right turn lane. The east approach contains one left turn lane and one through lane. The south approach contains one shared left turn-right turn lane. A pedestrian crosswalk exists at the east approach.

The West Main Street/Truckee Lane intersection is an unsignalized three-leg intersection with stop sign control at the south approach. The west approach contains one shared through-right turn lane. The east approach contains one left turn lane and one through lane. The south approach contains one shared left turn-right turn lane. With development of the project the intersection will be improved as an unsignalized four-leg intersection with stop sign control at the new north approach and existing south approach. The project's east driveway will form the north leg. At a minimum, the four-leg intersection will include one left turn lane and one shared through-right turn lane at the east and west approaches and one shared left turn-through-right turn lane at the north and south approaches.

The West Main Street/West Driveway intersection does not currently exist but is anticipated to be constructed as an unsignalized three-leg intersection with stop control at the north approach (west driveway) with development of the project. At a minimum, the intersection will include one left turn lane and one through lane at the west approach, one shared through-right turn lane at the east approach, and one shared left turn-right turn lane at the north driveway approach.

The West Main Street/Mesa Drive intersection is an unsignalized three-leg intersection with stop sign control at the west approach. The north approach contains one through lane and one right turn lane. The south approach contains one left turn lane and one through lane. The west approach contains one left turn lane and one right turn lane.

The West Main Street/Logan Lane-Pilot Road intersection is an unsignalized four-leg intersection with stop sign control at the east and west approaches. The north approach contains one left turn lane, one through lane, and one right turn lane. The south approach contains one left turn lane and one shared through-right turn lane. The east approach contains one left turn lane and one shared through-right turn lane with a striped corner island. The west approach contains one shared left turn-through-right turn lane.

The West Main Street/I-80 Eastbound On-Ramp intersection is an unsignalized three-leg intersection with yield sign control at the south approach for only the right turn movement. The north approach contains one left turn lane and two through lanes. The south approach contains one through lane and one right turn lane. The east leg is the on-ramp to eastbound I-80.

The West Main Street/I-80 Eastbound Off-Ramp intersection is an unsignalized three-leg intersection with stop sign control at the west approach for only the left turn movement. The north and south approaches each contain one through lane. The west approach contains one left turn lane and one right turn lane. A second northbound through lane exists north of the intersection that functions as an acceleration lane for the eastbound left turn movement.

The West Main Street/I-80 Westbound On-Ramp intersection is an unsignalized three-leg intersection with no traffic control. The north approach contains one through lane and one right turn lane. The south approach contains one left turn lane and two through lanes. The west leg is the on-ramp to westbound I-80.

The West Main Street/I-80 Westbound Off-Ramp intersection is an unsignalized three-leg intersection with stop sign control at the east approach for only the left turn movement. The north and south approaches each contain two through lanes. The east approach generally contains one shared left turn-right turn lane with a striped corner island that has a yield sign for the right turn movement.

TRIP GENERATION

In order to assess the magnitude of traffic impacts of the proposed 600 West Main Street development on the adjacent street network, trip generation rates and peak hours had to be determined. Trip generation rates and equations were obtained from the Tenth Edition of *ITE Trip Generation* (2018) for Land Uses 220: Multifamily Housing (Low-Rise), 310: Hotel, 820: Shopping Center, 881: Pharmacy/Drugstore with Drive-Through Window, and 932: High-Turnover (Sit-Down) Restaurant. The proposed 600 West Main Street development will consist of the construction of 201 multi-family dwelling units, a hotel with 100 rooms, a 15,000 square foot pharmacy with drive-through lane, an 8,000 square foot sit-down restaurant, and 47,000 square feet of retail buildings.

The *ITE Trip Generation Manual* provides guidelines for quantifying pass-by trips for the shopping center, pharmacy, and restaurant land uses. Pass-by trips are made as intermediate stops on the way from an origin to a primary trip destination and are attracted directly from the adjacent street traffic stream (West Main Street). The *Trip Generation Manual* indicates that 34% of the PM peak hour trips generated by the shopping center land use are pass-by trips, 49% of the PM peak hour trips generated by the pharmacy land use are pass-by trips, and 43% of the PM peak hour trips generated by the high-turnover restaurant land use are pass-by trips.

Trip generation was calculated for an average weekday and the weekday peak hours occurring between 7:00 AM and 9:00 AM and 4:00 PM and 6:00 PM. These timeframes correspond to the peak hours of adjacent street traffic. Table 1 shows a summary of the average daily traffic (ADT) and peak hour volumes generated by the proposed 600 West Main Street development. The trip generation worksheets are included in the Appendix.

TABLE 1 TRIP GENERATION							
LAND USE	ADT	AM PEAK HOUR			PM PEAK HOUR		
		IN	OUT	TOTAL	IN	OUT	TOTAL
Multi-Family Housing (201 D.U.)	1,479	21	72	93	71	42	113
Hotel (100 Rooms)	836	28	19	47	31	29	60
Shopping Center (47,000 S.F.)	1,774	27	17	44	86	93	179
Pharmacy w/Drive-Thru (15,000 S.F.)	1,637	31	27	58	77	77	154
Sit-Down Restaurant (8,000 S.F.)	897	44	36	80	48	30	78
Total Trips	6,623	151	171	322	313	271	584
Pass-By Trips	N/A	0	0	0	-85	-85	-170
New Trips	N/A	151	171	322	228	228	414

As shown in Table 1, the 600 West Main Street development is anticipated to generate 6,623 average daily trips with 322 trips occurring during the AM peak hour and 584 trips occurring during the PM peak hour.

TRIP DISTRIBUTION AND ASSIGNMENT

The distribution of new trips to the key intersections was based on existing peak hour traffic patterns and the locations of existing and future attractions and productions in the area. Separate directions of approach are anticipated for the residential, hotel and commercial land uses. The distribution of the pass-by trips was based on directional peak hour through traffic volumes on West Main Street adjacent to the site. The trip distribution for the new and pass-by trips are shown in Figure 2.

EXISTING AND PROJECTED TRAFFIC VOLUMES

Existing peak hour traffic volumes at the key intersections were obtained from weekday traffic counts conducted in May of 2021. Figure 4A shows the existing traffic volumes (raw counts) during the AM and PM peak hours.

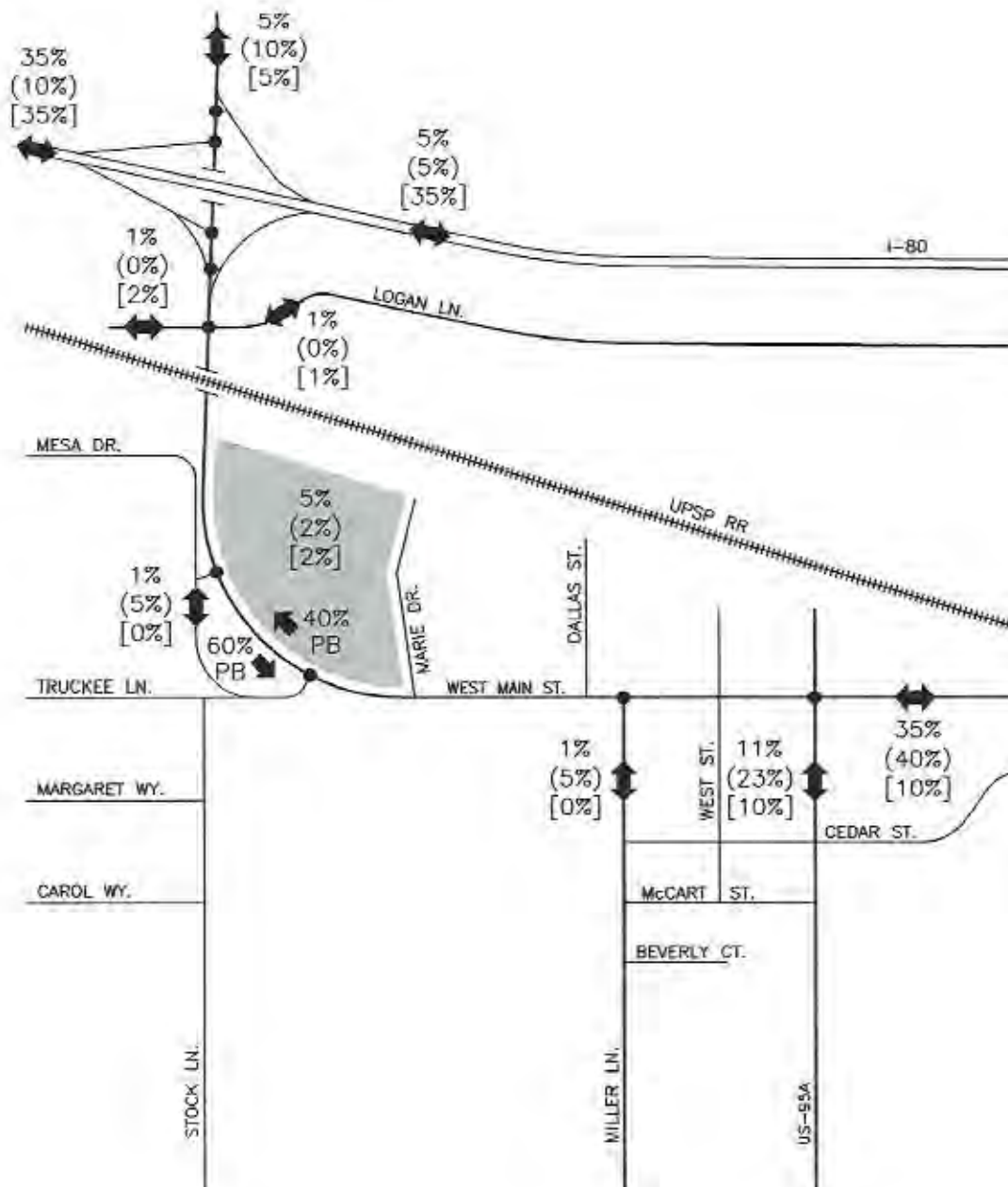
The existing traffic counts were conducted during the COVID-19 pandemic which may have resulted in reduced traffic on the area streets. In order to more closely represent normal traffic conditions the existing traffic counts were compared with pre-pandemic traffic counts conducted by the Nevada Department of Transportation (NDOT) and obtained from the Traffic Records Information Access (TRINA) application for count stations on West Main Street, US-95A, Truckee Lane, and the I-80 on and off-ramps at the Wadsworth-West Fernley interchange. Pre-pandemic counts at the West Main Street/US-95A intersection were also obtained from the City of Fernley Transportation Master Plan (Draft) dated May 2020. The existing traffic counts were subsequently adjusted based on the traffic count comparison. Figure 4B shows the existing traffic volumes (adjusted counts) during the AM and PM peak hours. The adjusted traffic volumes were utilized in the analysis.

Figure 5 shows the existing plus project traffic volumes at the key intersections during the AM and PM peak hours. The existing plus project traffic volumes were obtained by adding the trip assignment volumes shown on Figure 3 to the existing traffic volumes (adjusted counts) shown on Figure 4B.

Figure 6 shows the 2041 base traffic volumes at the key intersections during the AM and PM peak hours. The 2041 base volumes were estimated by applying a $\pm 1.4\%$ average annual growth rate to the existing traffic volumes (adjusted counts) shown on Figure 4B. This growth rate was derived from 20-year historic traffic count data obtained from NDOT's Annual Traffic Reports for count stations on West Main Street, US-95A, Truckee Lane in the vicinity of the site and at the I-80 on and off-ramps at the Wadsworth-West Fernley interchange.

Figure 7 shows the 2041 base plus project traffic volumes at the key intersections during the AM and PM peak hours. The 2041 base plus project traffic volumes were obtained by adding the trip assignment volumes shown on Figure 3 to the 2041 base traffic volumes shown on Figure 6.

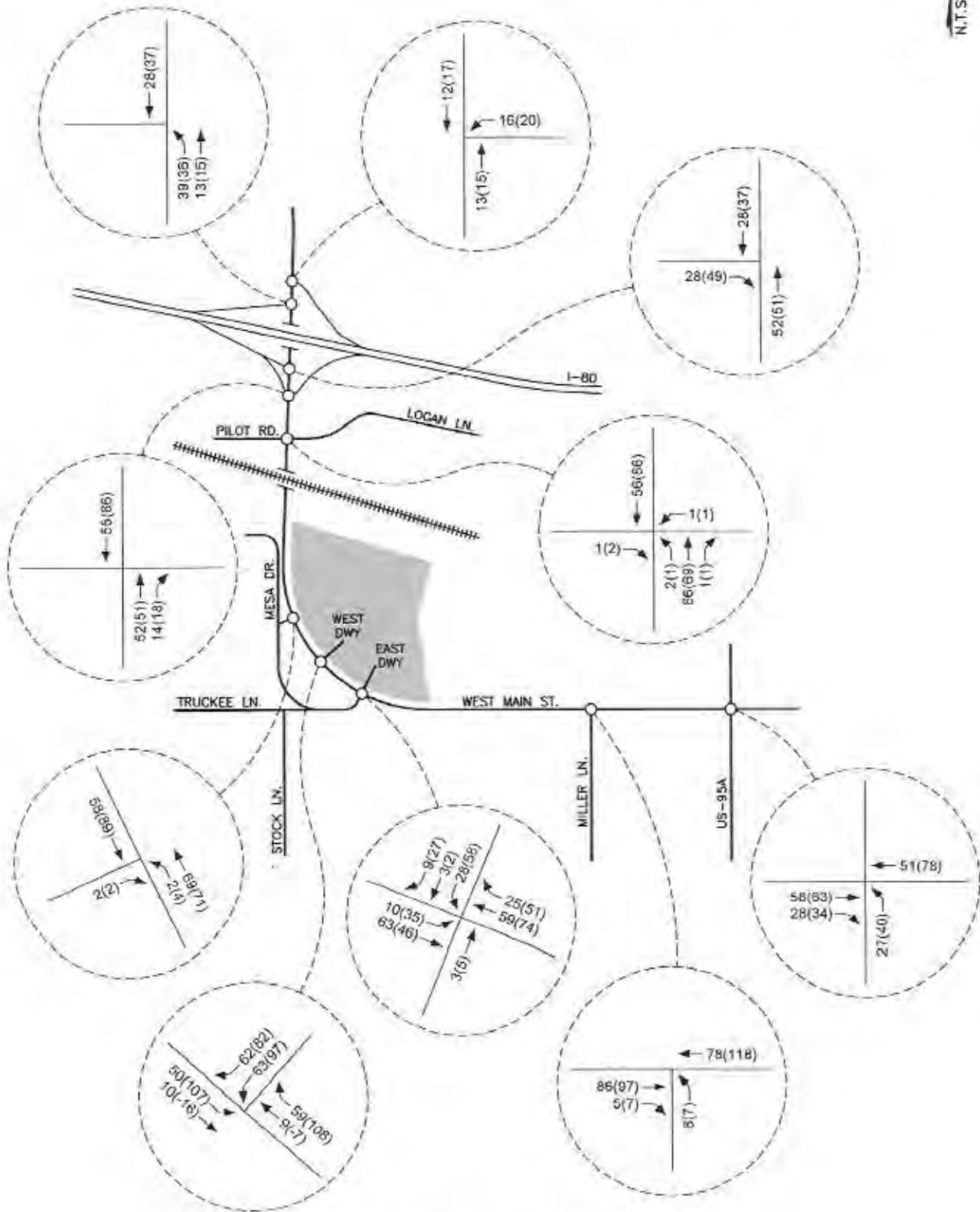
LEGEND
 - RESIDENTIAL
 (-) RETAIL
 [-] HOTEL



600 WEST MAIN STREET
TRIP DISTRIBUTION
FIGURE 2

LEGEND

— AM PEAK HOUR
(-) PM PEAK HOUR

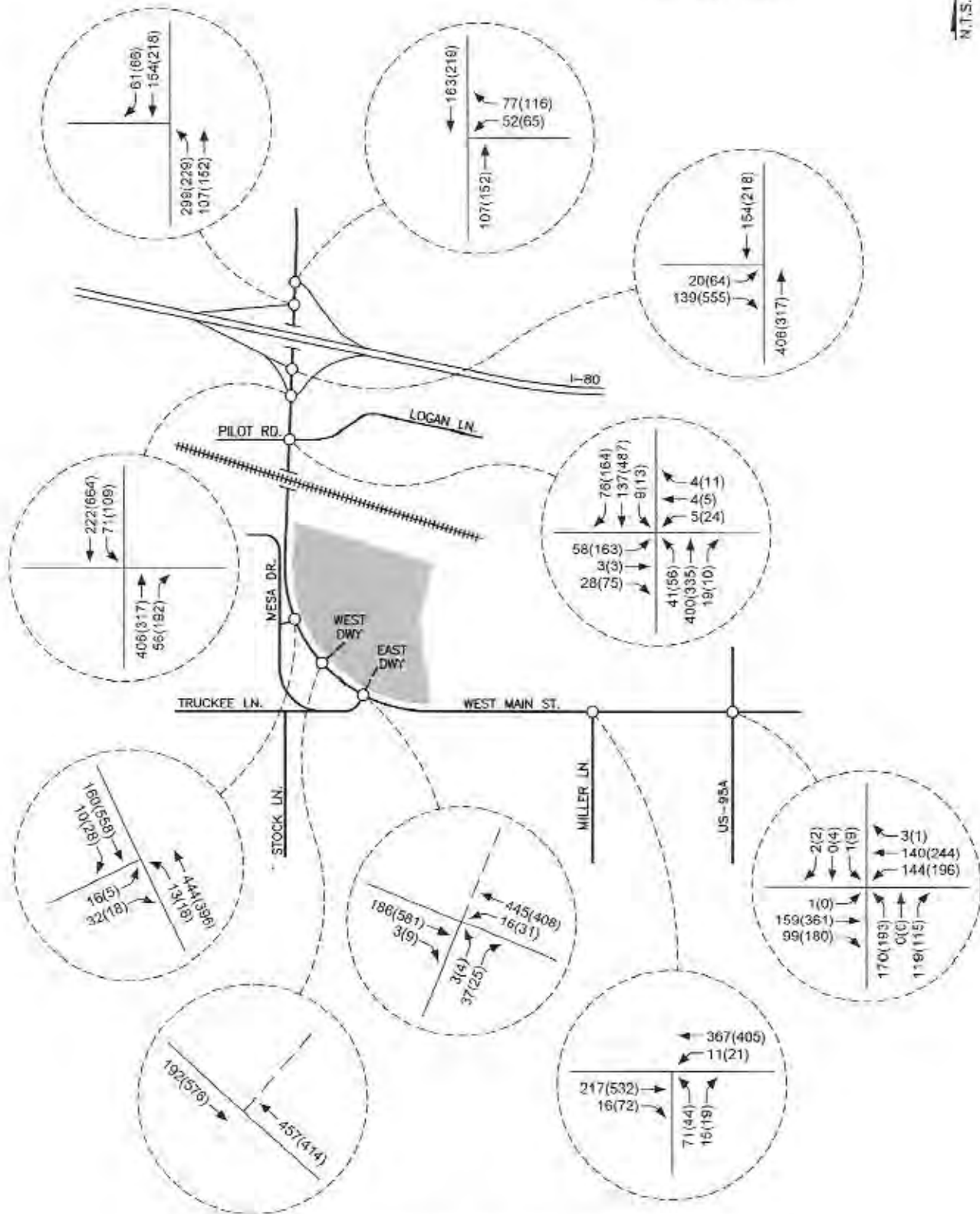


600 WEST MAIN STREET
TRIP ASSIGNMENT
FIGURE 3

LEGEND

— AM PEAK HOUR
(-) PM PEAK HOUR

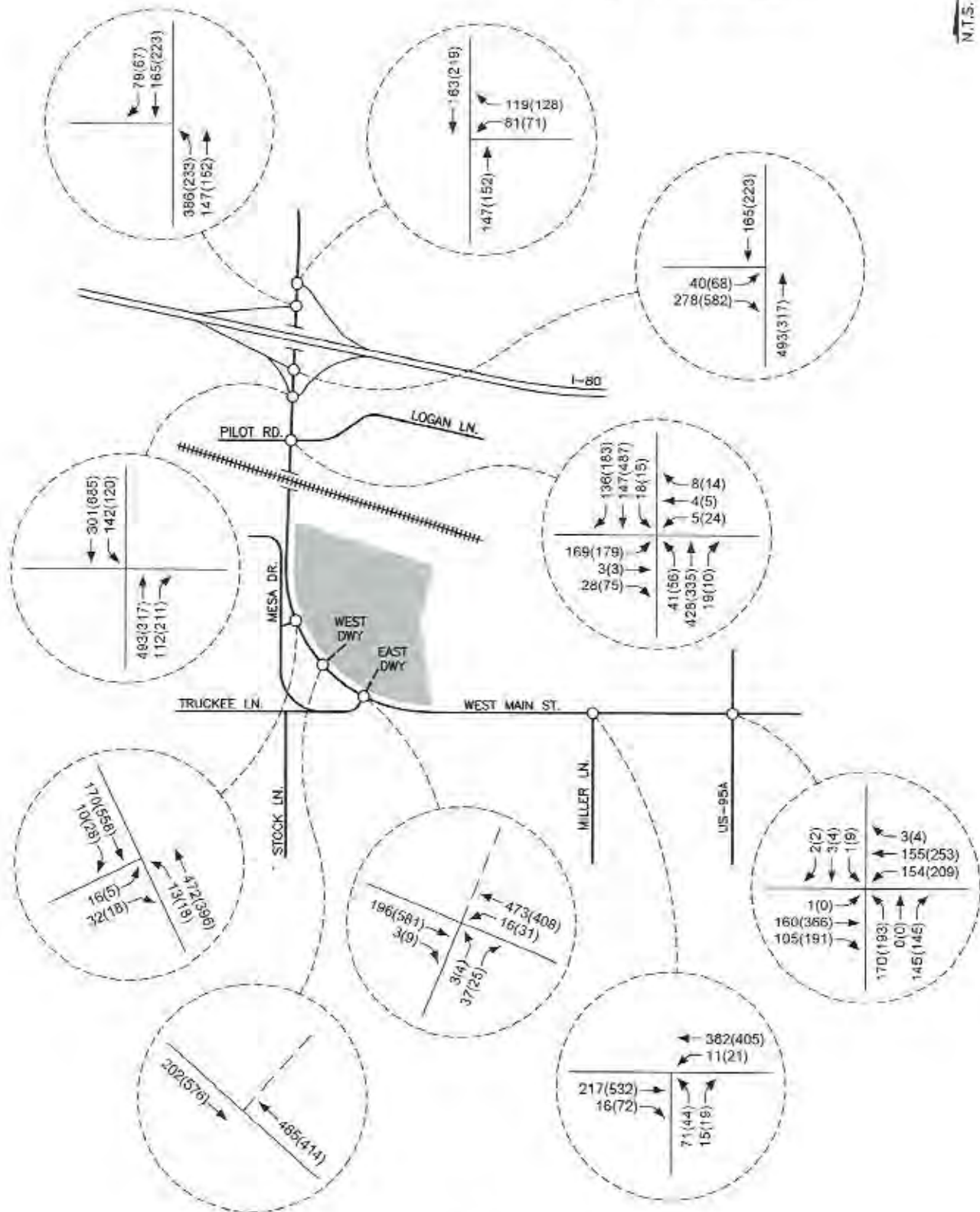
N.T.S.



600 WEST MAIN STREET
EXISTING TRAFFIC VOLUMES (RAW COUNTS)
FIGURE 4A

LEGEND

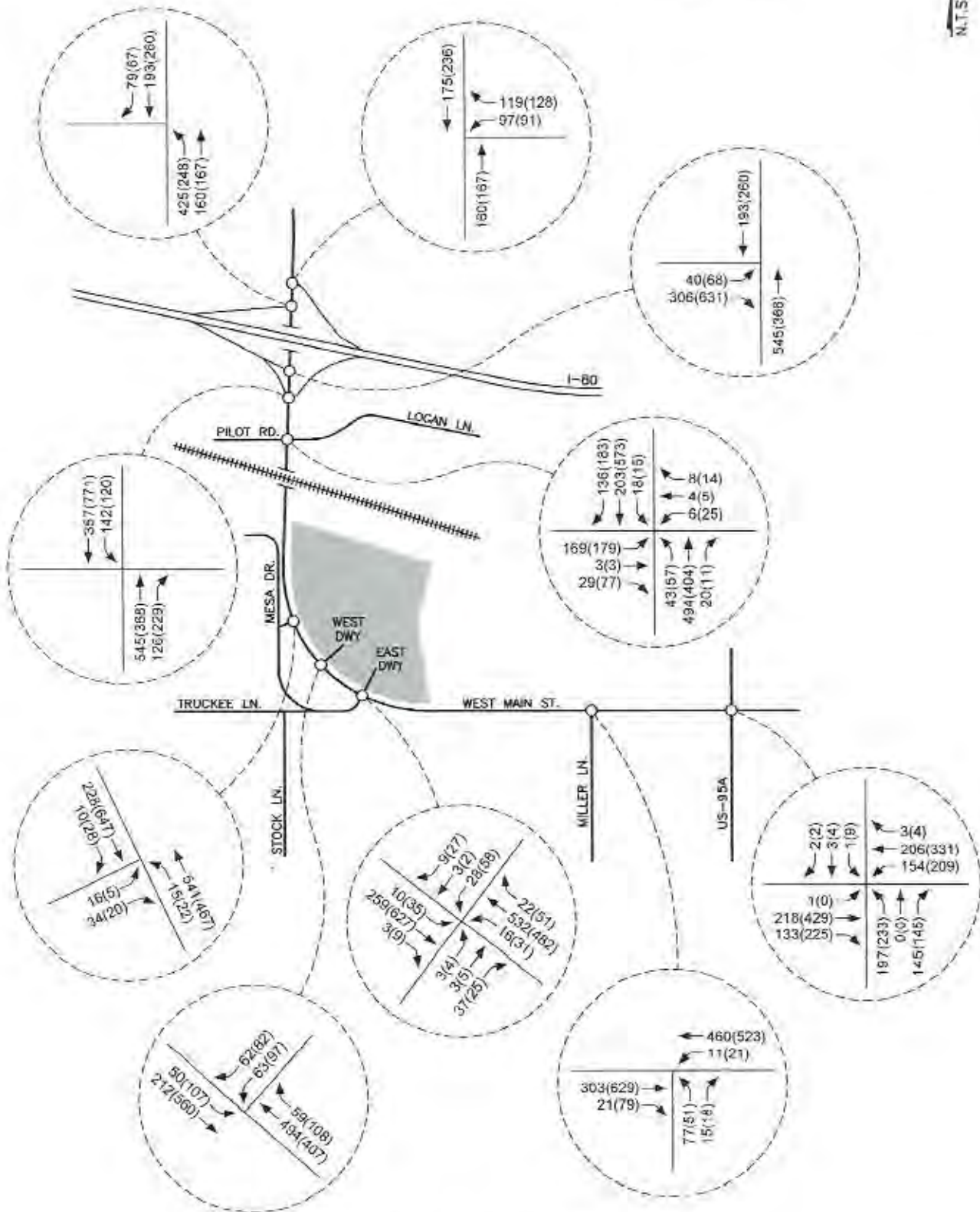
— AM PEAK HOUR
(-) PM PEAK HOUR



600 WEST MAIN STREET
EXISTING TRAFFIC VOLUMES (ADJUSTED COUNTS)
FIGURE 4B

LEGEND

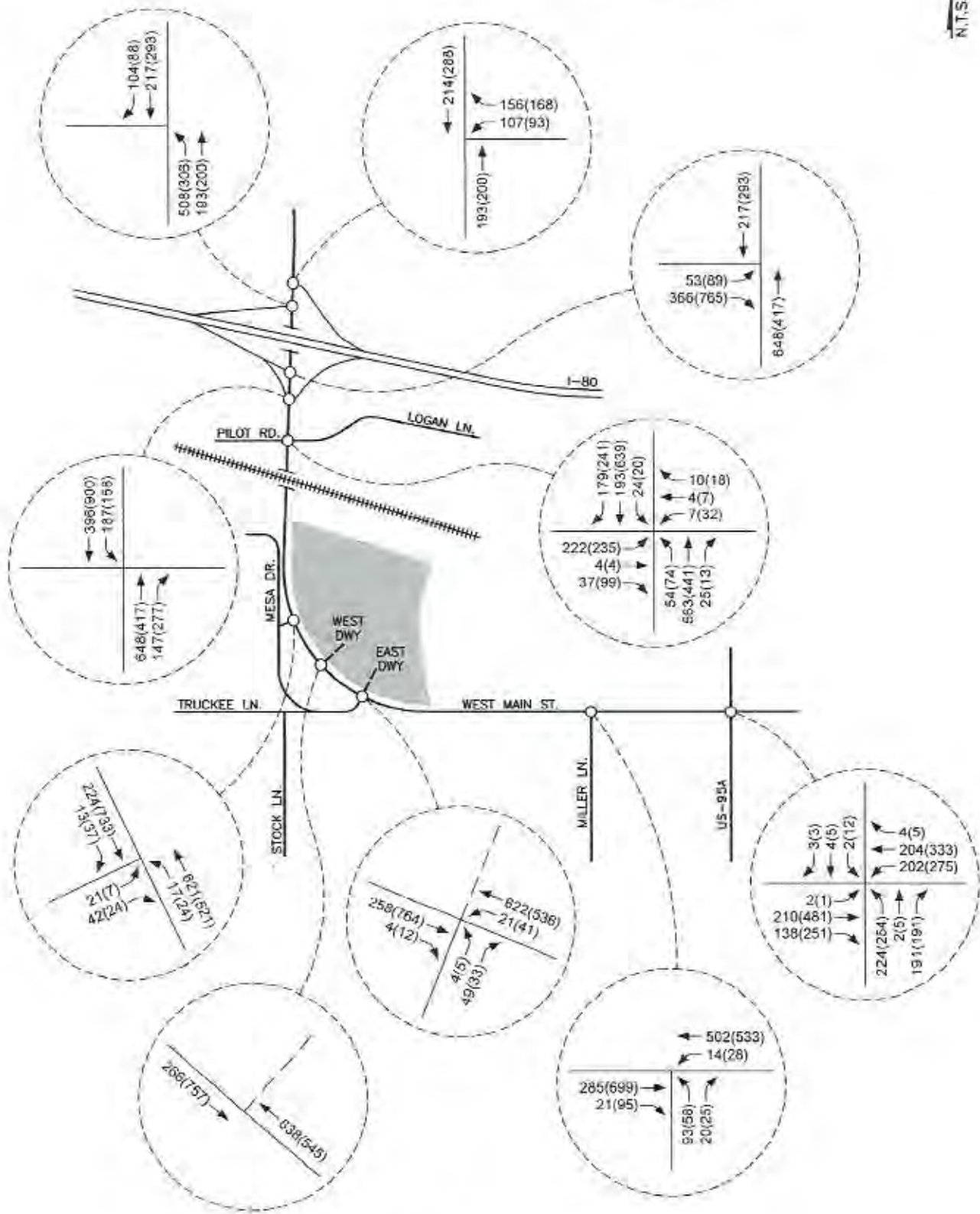
- AM PEAK HOUR
(-) PM PEAK HOUR



600 WEST MAIN STREET
EXISTING PLUS PROJECT TRAFFIC VOLUMES
FIGURE 5

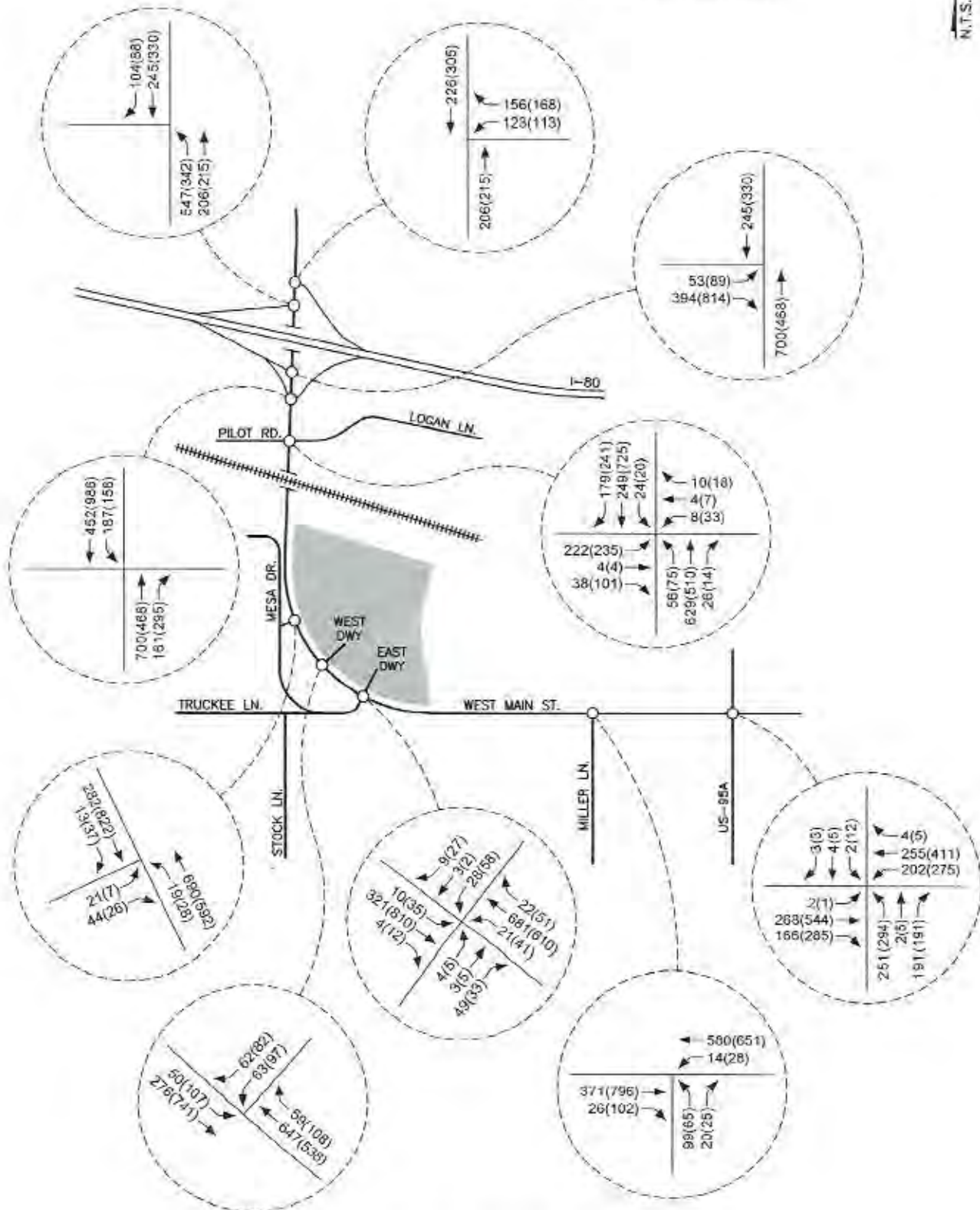
LEGEND

— AM PEAK HOUR
(-) PM PEAK HOUR



LEGEND

— AM PEAK HOUR
(-) PM PEAK HOUR



600 WEST MAIN STREET

**2041 BASE PLUS PROJECT TRAFFIC VOLUMES
FIGURE 7**

INTERSECTION CAPACITY ANALYSIS

The key intersections were analyzed for capacity based on procedures presented in the *Highway Capacity Manual (6th Edition)*, prepared by the Transportation Research Board, for unsignalized and signalized intersections using the latest version of the Highway Capacity software.

The result of capacity analysis is a level of service (LOS) rating for each signalized intersection or minor movement at partial stop controlled intersections. Level of service is a qualitative measure of traffic operating conditions where a letter grade "A" through "F", corresponding to progressively worsening traffic operation, is assigned to the intersection or minor movement.

The *Highway Capacity Manual* defines level of service for partial stop controlled intersections in terms of computed or measured control delay for each minor movement. Level of service is not defined for a partial stop controlled intersection as a whole. The unsignalized intersection level of service criteria are shown in Table 2.

TABLE 2 LEVEL OF SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS	
LEVEL OF SERVICE	DELAY RANGE (SEC/VEH)
A	≤ 10
B	>10 and ≤ 15
C	>15 and ≤ 25
D	>25 and ≤ 35
E	>35 and ≤ 50
F	>50

Level of service for signalized intersections is stated in terms of the average control delay per vehicle for a peak 15 minute analysis period. The level of service criteria for signalized intersections is shown in Table 3.

TABLE 3 LEVEL OF SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS	
LEVEL OF SERVICE	CONTROL DELAY PER VEHICLE (SEC)
A	≤ 10
B	>10 and ≤ 20
C	>20 and ≤ 35
D	>35 and ≤ 55
E	>55 and ≤ 80
F	>80

West Main Street (SR-427) is maintained by the Nevada Department of Transportation and therefore LOS D is the policy level of service standard for the key intersections.

Table 4 shows a summary of the AM and PM peak hour level of service and delay results at the key intersections for the existing, existing plus project, 2041 base, and 2041 base plus project scenarios. The intersection capacity worksheets are included in the Appendix.

TABLE 4 INTERSECTION LEVEL OF SERVICE AND DELAY RESULTS								
INTERSECTION	EXISTING		EXISTING + PROJECT		2041 BASE		2041 BASE + PROJECT	
	AM	PM	AM	PM	AM	PM	AM	PM
W. Main/US-95A (Signal)	C25.3	C29.7	C25.8	C33.2	C27.2	D40.9	C28.3	D50.2
W. Main/Miller (Stop at South Leg)								
Westbound Left	A7.8	A9.0	A8.0	A9.4	A8.0	A9.8	A8.2	B10.4
Northbound Left-Right	C15.2	C22.7	C19.3	D34.7	C21.5	E47.9	D30.8	F104
W. Main/Truckee (Stop at South Leg)								
Westbound Left	A7.7	A8.8	N/A	N/A	A7.9	A9.8	N/A	N/A
Northbound Left-Right	B10.1	B14.9	N/A	N/A	B11.0	C19.4	N/A	N/A
W. Main/Truckee/East Dwy (Stop at North and South Legs)								
Eastbound Left	N/A	N/A	A8.8	A8.8	N/A	N/A	A9.3	A9.3
Westbound Left	N/A	N/A	A7.9	A9.2	N/A	N/A	A8.1	B10.1
Northbound Left-Thru-Right	N/A	N/A	B11.7	C21.6	N/A	N/A	B13.3	D34.2
Southbound Left-Thru-Right	N/A	N/A	C22.1	F77.3	N/A	N/A	D33.1	F320
W. Main/West Dwy (Stop at North Leg)								
Eastbound Left	N/A	N/A	A8.9	A9.0	N/A	N/A	A9.6	A9.6
Southbound Left-Right	N/A	N/A	C20.3	F76.8	N/A	N/A	D30.2	F261
W. Main/Mesa (Stop at West Leg)								
Eastbound Left	B14.8	C20.6	C17.0	D25.3	C18.9	D31.1	C22.3	E39.6
Eastbound Right	A9.4	B12.6	A9.8	B13.7	A9.8	C15.0	B10.3	C16.6
Northbound Left	A7.7	A8.9	A7.8	A9.3	A7.8	A9.7	A8.0	B10.2
W. Main/Logan-Pilot (Stop East/West)								
Eastbound Left-Thru-Right	E42.6	F238	F79.3	F436	F262	F999+	F429	F999+
Westbound Left	C19.4	E40.2	C23.7	F58.5	D28.6	F132	E35.5	F247
Westbound Thru-Right	A9.7	B11.2	B10.7	B13.1	B11.2	C17.9	B12.6	C22.2
Northbound Left	A8.0	A9.4	A8.2	A9.9	A8.3	B10.7	A8.5	B11.2
Southbound Left	A8.4	A8.1	A8.6	A8.3	A8.9	A8.5	A9.2	A8.7
W. Main/EB On-Ramp (No Control)								
Southbound Left	A9.9	A8.9	B10.3	A9.1	B11.6	A9.6	B12.1	A9.9
W. Main/EB Off-Ramp (Stop at West Leg)								
Eastbound Left	B12.4	B12.5	B13.1	B13.4	B14.5	B14.9	C15.5	C16.1
W. Main/WB On-Ramp (No Control)								
Northbound Left	B10.0	A9.3	B10.5	A9.6	B12.1	B10.4	B13.2	B11.1
W. Main/WB Off-Ramp (Stop at East Leg)								
Westbound Left-Right	A7.8	A8.1	A8.0	A8.1	A8.1	A9.9	A8.7	B10.3

West Main Street/US-95A Intersection

The West Main Street/US-95A intersection was analyzed as a signalized four-leg intersection with the existing signal phasing for all scenarios. The intersection currently operates at LOS C with a delay of 25.3 seconds per vehicle during the AM peak hour and 29.7 seconds per vehicle during the PM peak hour. For the existing plus project traffic volumes the intersection continues to operate at LOS C with delays slightly increasing to 25.8 seconds per vehicle during the AM peak hour and 33.2 seconds per vehicle during the PM peak hour. For the 2041 base traffic volumes the intersection is anticipated to operate at LOS C with a delay of 27.2 seconds per vehicle during the AM peak hour and LOS D with a delay of 40.9 seconds per vehicle during the PM peak hour. For the 2041 base plus project traffic volumes the intersection operates at LOS C with a delay of 28.3 seconds per vehicle during the AM peak hour and LOS D with a delay of 50.2 seconds per vehicle during the PM peak hour. The intersection was analyzed with the existing approach lanes for all scenarios. The West Main Street/US-95A intersection meets NDOT's policy LOS D standard for all study scenarios.

West Main Street/Miller Lane Intersection

The West Main Street/Miller Lane intersection was analyzed as an unsignalized three-leg intersection with stop control at the south approach for all scenarios. The intersection minor movements currently operate at LOS C or better during the AM and PM peak hours. For the existing plus project traffic volumes the intersection minor movements operate at LOS C or better during the AM peak hour and LOS D or better during the PM peak hour. For the 2041 base traffic volumes the intersection minor movements are anticipated to operate at LOS C or better during the AM and PM peak hours with the exception of the northbound left turn movement which operates at LOS E during the PM peak hour. For the 2041 base plus project traffic volumes the intersection minor movements are anticipated to operate at LOS D or better during the AM and PM peak hours with the exception of the northbound left turn movement which operates at LOS F during the PM peak hour. The intersection was analyzed with the existing approach lanes for all scenarios. The West Main Street/Miller Lane intersection meets NDOT's policy LOS D standard for the existing and existing plus project traffic volumes but not for the 2041 base and 2041 base plus project traffic volumes.

West Main Street/Truckee Lane-East Driveway Intersection

The West Main Street/Truckee Lane intersection was initially analyzed as an unsignalized three-leg intersection with the existing approach lanes and stop control at the south approach for the existing and 2041 base scenarios. The intersection minor movements currently operate at LOS B or better during the AM and PM peak hours. For the 2041 base traffic volumes the intersection minor movements are anticipated to operate at LOS C or better during the AM and PM peak hours. The West Main Street/Truckee Lane intersection meets NDOT's policy LOS D standard for the existing and 2041 base traffic volumes.

The West Main Street/Truckee Lane-East Driveway intersection was analyzed as an unsignalized four-leg intersection with stop control at the north south approach for the existing plus project and 2041 base plus project scenarios. For the existing plus project traffic volumes the intersection minor movements are anticipated to operate at LOS C or better during the AM and PM peak hours with the exception of the southbound movement which operates at LOS F during the PM peak hour. For the 2041 base plus project traffic volumes the intersection minor movements are anticipated to operate at LOS D or better during the AM and PM peak hours with the exception of the southbound movement which continues to operate at LOS F during the PM peak hour. The four-leg intersection was analyzed with one left turn lane and one shared through-right turn lane at the east and west approaches and one shared left turn-through-right turn lane at the north and south approaches. The West Main Street/Truckee Lane-East Driveway intersection does not meet NDOT's policy LOS D standard for the existing plus project and 2041 base plus project traffic volumes.

West Main Street/West Driveway Intersection

The West Main Street/West Driveway intersection was analyzed as an unsignalized three-leg intersection with stop control at the north approach (west driveway) for the existing plus project and 2041 base plus project scenarios. For the existing plus project traffic volumes the intersection minor movements are anticipated to operate at LOS C or better during the AM and PM peak hours with the exception of the southbound left turn movement which operates at LOS F during the PM peak hour. For the 2041 base plus project traffic volumes the intersection minor movements are anticipated to operate at LOS D or better during the AM and PM peak hours except for the southbound left turn movement which operates at LOS F during the PM peak hour. The intersection was analyzed with one left turn lane and one through lane at the west approach, one shared through-right turn lane at the east approach, and one shared left turn-right turn lane at the north approach. The West Main Street/West Driveway intersection does not meet NDOT's policy LOS D standard for the existing plus project and 2041 base plus project traffic volumes.

West Main Street/Mesa Drive Intersection

The West Main Street/Mesa Drive intersection was analyzed as an unsignalized three-leg intersection with stop control at the west approach for all scenarios. The intersection minor movements currently operate at LOS B or better during the AM peak hour and LOS C or better during the PM peak hour. For the existing plus project traffic volumes the intersection minor movements operate at LOS C or better during the AM peak hour and LOS D or better during the PM peak hour. For the 2041 base traffic volumes the intersection minor movements are anticipated to operate at LOS C or better during the AM peak hour and LOS D or better during the PM peak hour. For the 2041 base plus project traffic volumes the intersection minor movements are anticipated to operate at LOS C or better during the AM and PM peak hours with the exception of the eastbound left turn movement which operates at LOS E during the PM peak hour. The intersection was analyzed with the existing approach lanes for all scenarios. The West Main Street/Mesa Drive intersection meets NDOT's policy LOS D standard for the existing, existing plus project, and 2041 base traffic volumes but just exceeds the standard for the 2041 base plus project traffic volumes.

West Main Street/Logan Lane-Pilot Road Intersection

The West Main Street/Logan Lane-Pilot Road intersection was analyzed as an unsignalized four-leg intersection with stop control at the east and west approaches for all scenarios. The intersection minor movements currently operate at LOS C or better during the AM and PM peak hours with the exception of the eastbound left turn movement which operates at LOS F during the AM and PM peak hours and the westbound left turn movement which operates at LOS E during the PM peak hour. For the existing plus project traffic volumes the eastbound left turn movement continues to operate at LOS F during the AM and PM peak hours and the westbound left turn movement operates at LOS F during the PM peak hour. For the 2041 base traffic volumes the eastbound left turn movement operates at LOS F during the AM and PM peak hours and the westbound left turn movement operates at LOS F during the PM peak hour. For the 2041 base plus project traffic volumes the eastbound left turn movement continues to operate at LOS F during the AM and PM peak hours and the westbound left turn movement operates at LOS E during the AM peak hour and LOS F during the PM peak hour. The intersection was analyzed with the existing approach lanes for all scenarios. The West Main Street/Logan Lane-Pilot Road intersection does not meet NDOT's policy LOS D standard for any of the study scenarios.

West Main Street/I-80 Eastbound On-Ramp Intersection

The West Main Street/I-80 Eastbound On-Ramp intersection was analyzed as an unsignalized three-leg intersection with no traffic control for all scenarios. The southbound left turn movement currently operates at LOS A during the AM and PM peak hours. For the existing plus project traffic volumes the southbound left turn movement operates at LOS B during the AM peak hour and LOS A during the PM peak hour. For the 2041 base traffic volumes the southbound left turn movement is anticipated to operate at LOS B during the AM peak hour and LOS A during the PM peak hour. For the 2041 base plus project traffic volumes the southbound left turn movement continues to operate at LOS B during the AM peak hour and LOS A during the PM peak hour. The intersection was analyzed with the existing approach lanes for all scenarios. The West Main Street/I-80 Eastbound On-Ramp intersection meets NDOT's policy LOS D standard for all study scenarios.

West Main Street/I-80 Eastbound Off-Ramp Intersection

The West Main Street/I-80 Eastbound Off-Ramp intersection was analyzed as an unsignalized three-leg intersection with stop sign control at the west approach for all scenarios. The eastbound left turn movement currently operates at LOS B during the AM and PM peak hours. For the existing plus project traffic volumes the eastbound left turn movement continues to operate at LOS B during the AM and PM peak hours. For the 2041 base traffic volumes the eastbound left turn movement is anticipated to operate at LOS B during the AM and PM peak hours. For the 2041 base plus project traffic volumes the eastbound left turn movement operates at LOS C during the AM and PM peak hours. The intersection was analyzed with the existing approach lanes for all scenarios. The West Main Street/I-80 Eastbound Off-Ramp intersection meets NDOT's policy LOS D standard for all study scenarios.

West Main Street/I-80 Westbound On-Ramp Intersection

The West Main Street/I-80 Westbound On-Ramp intersection was analyzed as an unsignalized three-leg intersection with no traffic control for all scenarios. The northbound left turn movement currently operate at LOS B during the AM peak hour and LOS A during the PM peak hour. For the existing plus project traffic volumes the northbound left turn movement continues to operate at LOS B during the AM peak hour and LOS A during the PM peak hour. For the 2041 base traffic volumes the northbound left turn movement is anticipated to operate at LOS B during the AM and PM peak hours. For the 2041 base plus project traffic volumes the northbound left turn movement continues to operate at LOS B or better during the AM and PM peak hours. The intersection was analyzed with the existing approach lanes for all scenarios. The West Main Street/I-80 Westbound On-Ramp intersection meets NDOT's policy LOS D standard for all scenarios.

West Main Street/I-80 Westbound Off-Ramp Intersection

The West Main Street/I-80 Westbound Off-Ramp intersection was analyzed as an unsignalized three-leg intersection with stop sign control at the east approach for all scenarios. The westbound left turn movement currently operates at LOS A during the AM and PM peak hours. For the existing plus project traffic volumes the westbound left turn movement continues to operate at LOS A during the AM and PM peak hours. For the 2041 base traffic volumes the westbound left turn movement is anticipated to operate at LOS A during the AM and PM peak hours. For the 2041 base plus project traffic volumes the westbound left turn movement operates at LOS A during the AM peak hour and LOS B during the PM peak hour. The intersection was analyzed with the existing approach lanes for all scenarios. The West Main Street/I-80 Westbound Off-Ramp intersection meets NDOT's policy LOS D standard for all scenarios.

IMPROVEMENT ANALYSIS

As discussed above, the signalized West Main Street/US-95A intersection and the unsignalized on and off-ramp intersections at the I-80/West Fernley interchange currently meet NDOT's policy LOS D standard and will continue to do so for the existing plus project, 2041 base, and 2041 base plus project traffic volumes. However, minor Street left turn movements at the remaining key intersections are anticipated to operate at unacceptable LOS E or F for one or more of the study scenarios. These intersections were subsequently re-evaluated for improvements that would meet NDOT's policy LOS D standard. The improvement analysis at these intersections is discussed below.

West Main Street/Logan Lane-Pilot Road Intersection

Minor street left turn movements at the West Main Street/Logan Lane-Pilot Road intersection currently operate at LOS F and will continue to do so for the existing plus project, 2041 base, and 2041 base plus project traffic volumes. Peak hour traffic signal warrant 3 per the *2009 Manual on Uniform Traffic Control Devices (MUTCD)* was reviewed at the intersection.

Warrant 3 appears to be met at the West Main Street/Logan Lane-Pilot Road intersection for the existing plus project, 2041 base, and 2041 base plus project traffic volumes. The West Main Street/Logan Lane-Pilot Road intersection was subsequently analyzed with traffic signal control and is anticipated to operate at LOS C during the AM and PM peak hours for all study scenarios which meets NDOT's policy LOS D standard. The capacity worksheets are included in the Appendix. It should be noted that the MUTCD states that peak hour warrant 3 should be applied only in unusual cases such as office complexes, manufacturing plants, industrial complexes, or other high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time. The MUTCD has eight additional warrants that should also be evaluated when considering the need for the installation of a traffic signal. It should also be noted that the City of Fernley Transportation Master Plan (Draft) dated May 2020 states that the West Main Street/Logan Lane-Pilot Road intersection should be monitored for traffic growth as it may ultimately warrant a traffic signal or other intersection control improvements.

West Main Street/Project Driveway Intersections

The left turn egress movements at the north approach of the West Main Street/Truckee Lane-East Driveway intersection and north approach of the West Main Street/West Driveway intersection are anticipated to operate at an unacceptable LOS F for the existing plus project and 2041 base plus project traffic volumes. The preferred improvement alternative for the project driveways is to ultimately prohibit the left turn egress movement at the West Main Street/West Driveway intersection and provide signalization at West Main Street/Truckee Lane-East Driveway since Truckee Lane is an existing public street.

Prohibiting the left turn egress movement at the West Main Street/West Driveway intersection will result in LOS C operation for the existing plus project and 2041 base plus project traffic volumes. Re-routing the left turn egress volume at the West Main Street/West Driveway intersection to the proposed signalized West Main Street/Truckee Lane-East Driveway intersection will also result in LOS C operation for the existing plus project and 2041 base plus project traffic volumes. The capacity worksheets are included in the Appendix. Peak hour traffic signal warrant 3 per the *2009 Manual on Uniform Traffic Control Devices* (MUTCD) appears to be met for the existing plus project traffic volumes. Again, it should be noted that the MUTCD states that peak hour warrant 3 should be applied only in unusual cases such as office complexes, manufacturing plants, industrial complexes, or other high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time. The MUTCD has eight additional warrants that should also be evaluated when considering the need for the installation of a traffic signal.

Signal spacing was subsequently reviewed for the West Main Street/Truckee Lane-East Driveway intersection based on NDOT's *Access Management System and Standards*. West Main Street (SR-427) is designated as a minor arterial on NDOT's *Roadway Functional Classification* maps. The access management standards indicate that signalized intersections on minor arterials that have posted speed limits of 35 miles per hour shall have uniform spacing of 1,320 feet. The standards indicate that uniform spacing is the exact spacing to be achieved.

The preferred improvement alternative of providing a traffic signal at West Main Street/Truckee Lane-East Driveway intersection results in spacing of $\pm 3,100$ feet from the signalized West Main Street/US-95A intersection and $\pm 2,200$ feet from the West Main Street/Logan Lane-Pilot Road intersection which may ultimately be signalized. The proposed West Main Street/Truckee Lane-East Driveway signalized intersection will easily exceed the signal spacing standard but does not exactly meet the uniform spacing standard.

Unsignalized spacing was also reviewed for the West Main Street/West Driveway intersection based on NDOT's *Access Management System and Standards*. The access management standards indicate that unsignalized access spacing on minor arterials that have posted speed limits of 35 miles per hour shall be a minimum of 660 feet for limited left-in/right-in/right-out movements and 300 feet for limited right-in/right-out movements as measured from the center of the accesses. The site plan indicates that the west project driveway will be located ± 515 feet southeast of Mesa Drive and ± 550 feet northwest of Truckee Lane. The West Main Street/West Driveway intersection will not meet the 660 feet minimum spacing requirement for limited left-in/right-in/right-out movements but does meet the 300 feet minimum spacing requirement for limited right-in/right-out movements. It should be noted that an NDOT maintenance facility driveway exists southeast of the proposed west driveway. The spacing between the NDOT maintenance facility driveway and west driveway will not meet the 660 feet minimum spacing requirement for limited left-in/right-in/right-out movements or the 300 feet minimum spacing requirement for limited right-in/right-out movements.

West Main Street currently contains a center two-way left turn lane along the project frontage from Mesa Drive to east of Truckee Lane. Left turn storage and deceleration requirements were subsequently reviewed on West Main Street at the project driveways as well as at Mesa Drive and the NDOT maintenance facility driveway in order to determine if adequate length exists. NDOT's *Access Management System and Standards (2017 Edition)* state that storage shall be based on operational analysis. The existing plus project and 2041 base plus project capacity results indicate 95th percentile queue lengths of 25 feet for the eastbound left turn movement at the West Main Street/Truckee Lane-East Driveway intersection, the eastbound left turn movement at the West Main Street/West Driveway intersection, and northbound left turn ingress movement at Mesa Drive. It is anticipated that 25 feet of storage is also needed for the left turn ingress at the existing NDOT maintenance facility driveway. In addition to storage, a minimum of 215 feet of deceleration length is needed for the left turn lanes based on the 35 mile per hour speed limit on West Main Street. The left turn lanes at all four locations will therefore require a minimum of 240 feet of combined storage/deceleration length with 50 foot bay tapers included in the deceleration lengths. However, if the 50 foot taper is shared then a minimum of 430 feet of shared length is needed on West Main Street between Mesa Drive and the west driveway and between the NDOT maintenance facility driveway and the east driveway. As previously discussed, the centerline spacing between Mesa Drive and the west driveway is ± 515 feet which should provide the minimum 430 feet required storage/deceleration length. However, ± 350 feet of length is available between the NDOT maintenance facility driveway and the east driveway which will not provide the full storage/deceleration length at each location.

The need for exclusive right turn lanes on West Main Street at the project driveways was reviewed based on NDOT's *Access Management System and Standards (2017 Edition)*. The access management standards provide warrants for the implementation of right turn lanes on two-lane roadways at unsignalized intersections. The turn lane warrants are evaluated based on through and turning movements as well as the 35 mile per hour speed limit on West Main Street. The results of the warrant review indicates that exclusive right turn lanes are required at the east and west project driveways based on the existing plus project traffic volumes. Storage and deceleration requirements were subsequently reviewed for the warranted right turn lanes. The operational analysis indicates no queue storage length is needed for the free right turn ingress movements. NDOT's access management standards indicate that 215 feet of deceleration length is needed for the right turn lanes based on the 35 mile per hour speed limit on West Main Street. The lane addition taper is included in the deceleration length.

In summary, a traffic signal at the West Main Street/Truckee Lane-East Driveway intersection is anticipated to provide acceptable level of service operation. However, the intersection will not meet exact uniform signal spacing requirements nor will enough length be available from the existing NDOT maintenance facility driveway to provide full left turn storage and deceleration length at both locations. Prohibiting the left turn egress movement at the unsignalized West Main Street/West Driveway intersection will also result in acceptable level of service operation. In addition, sufficient length exists between the west driveway and Mesa Drive to provide minimum left turn storage and deceleration length at both locations. However, the west driveway will not meet spacing requirements for left-in/right-in/right-out movement accesses from Mesa Drive and the east driveway. Deviations to NDOT's *Access Management System and Standards* may be required.

West Main Street/Miller Lane Intersection

The West Main Street/Miller Lane intersection currently meets NDOT's policy LOS D standard and will continue to do so for the existing plus project traffic volumes. However, the minor street left turn egress movement is anticipated to operate at unacceptable LOS E for the 2041 base traffic volumes and LOS F for the 2041 base plus project traffic volumes. Traffic signal warrant 3 per the *2009 Manual on Uniform Traffic Control Devices (MUTCD)* was subsequently reviewed at the intersection due to the poor unsignalized level of service operation. Warrant 3 for peak hour volumes is not met for any of the study scenarios. It should again be noted that the MUTCD has eight additional warrants that should be evaluated when considering the need for the installation of a traffic signal. As with other intersections identified in the City of Fernley Transportation Master Plan (Draft) dated May 2020, it is suggested that this intersection be monitored for traffic growth as it may ultimately warrant capacity or traffic control improvements. It is anticipated that a traffic signal at the West Main Street/Truckee Lane-East Driveway intersection will create additional gaps on West Main Street and ultimately decrease delay for the minor street left turn egress movement at Miller Lane.

West Main Street/Mesa Drive Intersection

The West Main Street/Mesa Drive intersection currently meets NDOT's policy LOS D standard and will continue to do so for the existing plus project and 2041 base traffic volumes. However, the minor street left turn movement is anticipated to just exceed the policy LOS D standard for the 2041 base plus project traffic volumes. Traffic signal warrant are not met at this intersection. However, it is anticipated that a traffic signal at the West Main Street/Truckee Lane-East Driveway intersection as well as a potential traffic signal at the West Main Street/Logan Lane-Pilot Road intersection will create additional gaps on West Main Street and ultimately decrease delay for the minor street left turn egress movement at Mesa Drive.

RECOMMENDATIONS

Traffic generated by the 600 West Main Street development will have some impact on the adjacent street network. The following recommendations are made to mitigate project traffic impacts.

It is recommended that any required signing, striping, or traffic control improvements comply with Nevada Department of Transportation and City of Fernley requirements.

It is recommended that the West Main Street/Truckee Lane-East Driveway intersection be designed to include a minimum of one left turn lane and one shared through-right turn lane at both the north driveway and south Truckee Lane approaches and an exclusive right turn lane with a minimum of 215 feet of deceleration length at the east approach. It is recommended that a traffic signal be installed at the West Main Street/Truckee Lane-East Driveway intersection when warranted.

It is recommended that the West Main Street/West Driveway intersection be designed to operate with limited left-in/right-in/right-out movements and contain stop sign control at the driveway approach and an exclusive right turn lane with a minimum of 215 feet of deceleration length at the east approach.

APPENDIX

Multifamily Housing (Low-Rise) (220)

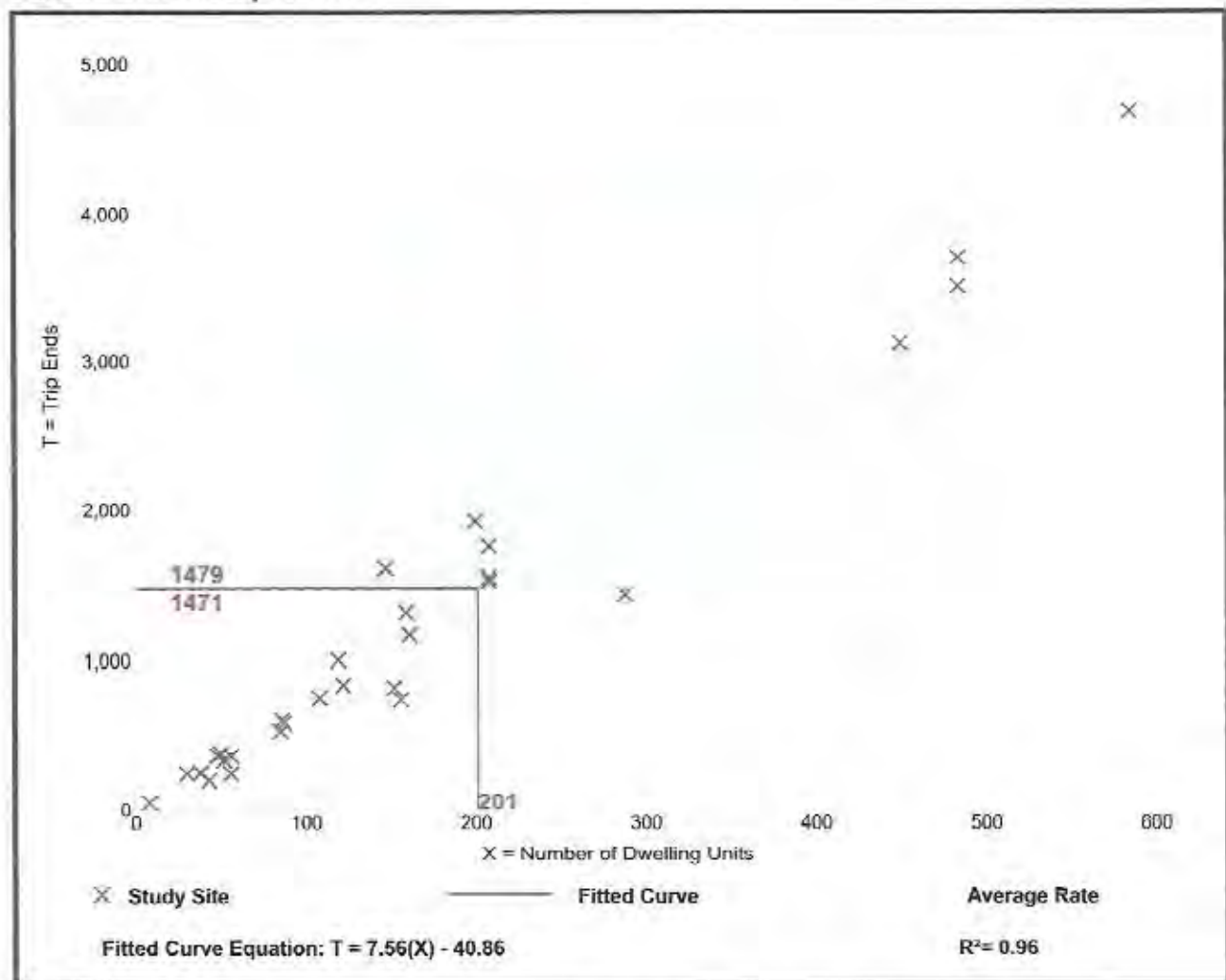
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 29
Avg. Num. of Dwelling Units: 168
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.32	4.45 - 10.97	1.31

Data Plot and Equation



Multifamily Housing (Low-Rise) (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 42

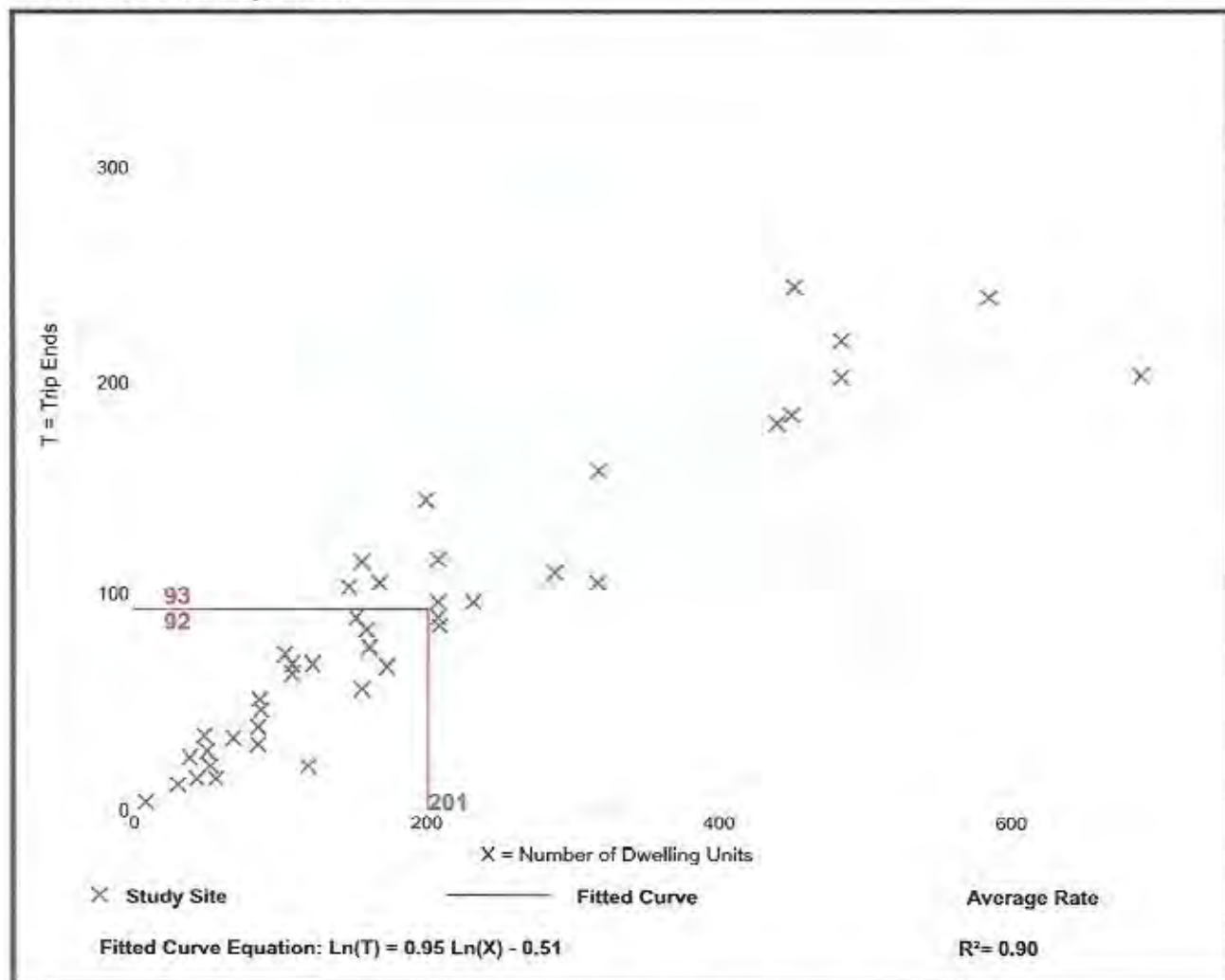
Avg. Num. of Dwelling Units: 199

Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.46	0.18 - 0.74	0.12

Data Plot and Equation



Multifamily Housing (Low-Rise) (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 50

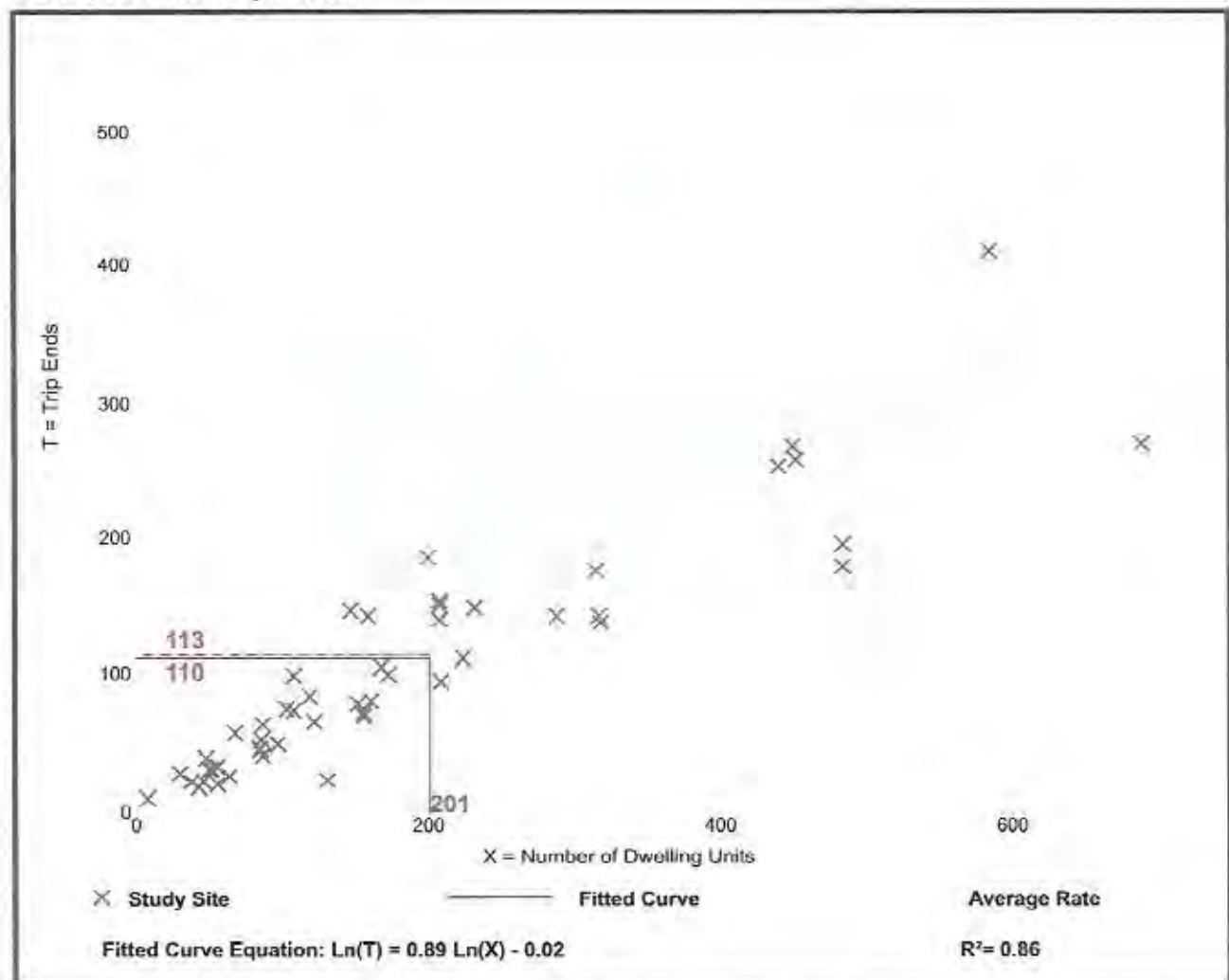
Avg. Num. of Dwelling Units: 187

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.56	0.18 - 1.25	0.16

Data Plot and Equation



Hotel (310)

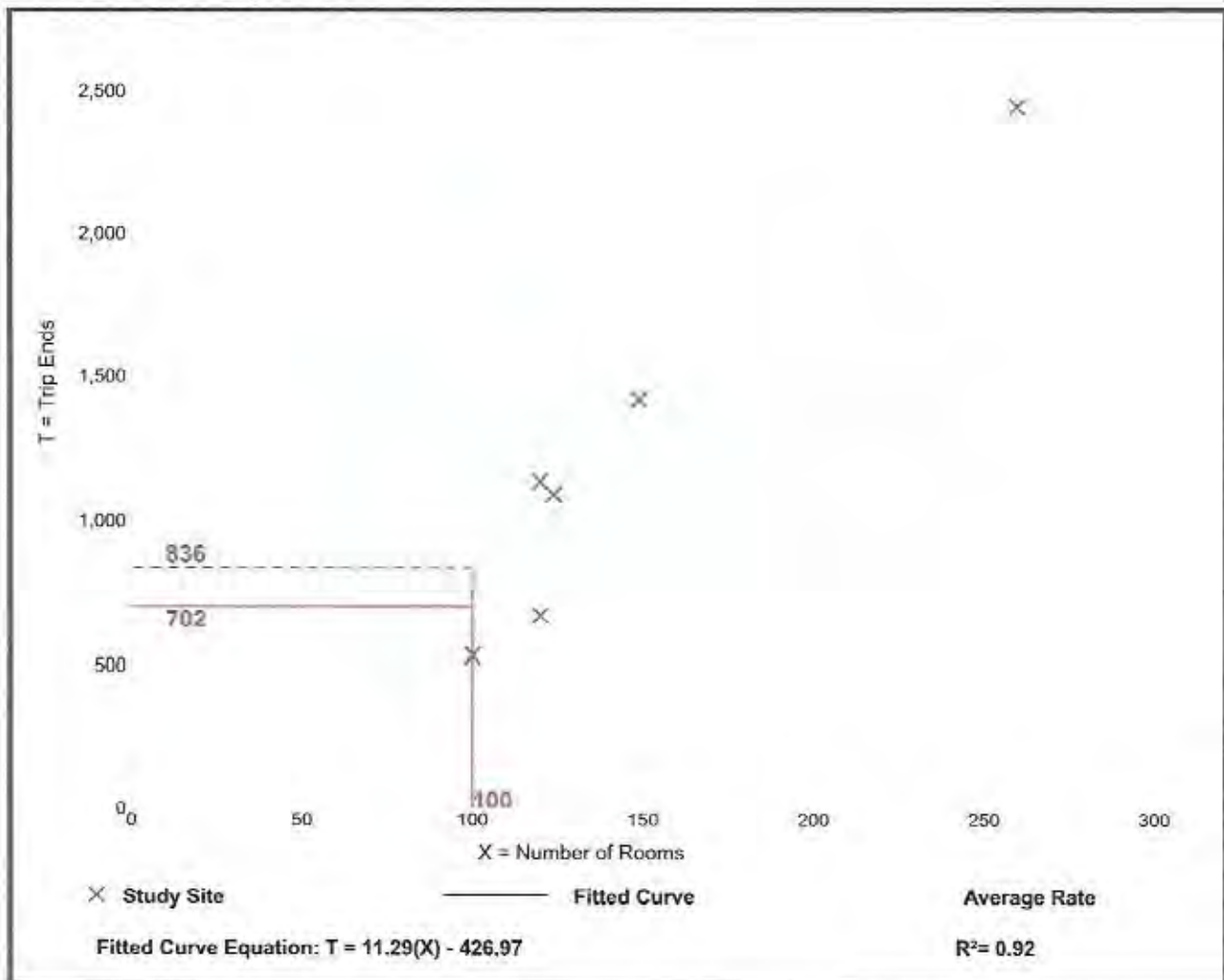
Vehicle Trip Ends vs: Rooms
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 8
Avg. Num. of Rooms: 146
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
8.36	5.31 - 9.53	1.86

Data Plot and Equation



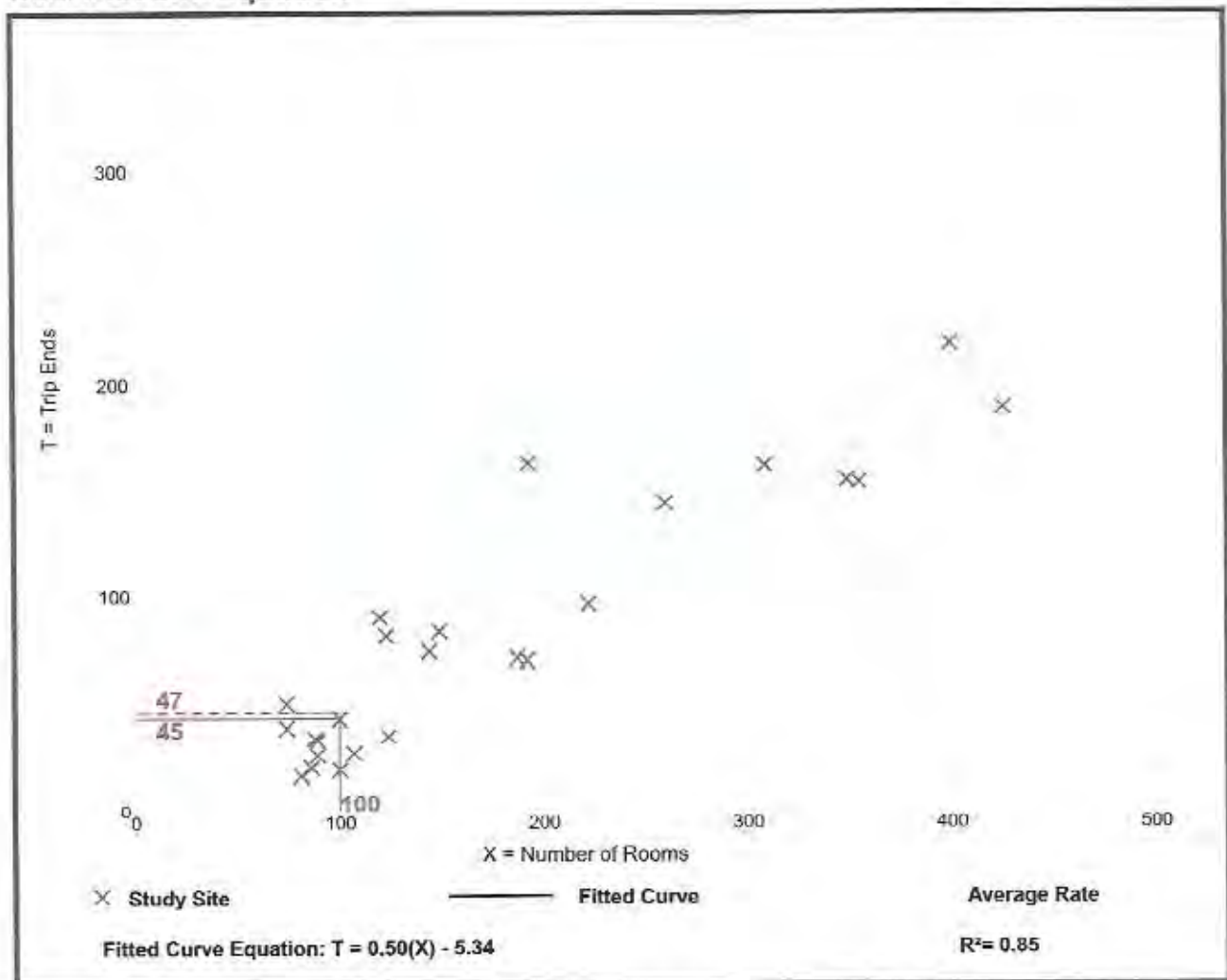
Hotel (310)

Vehicle Trip Ends vs: Rooms
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 25
 Avg. Num. of Rooms: 178
 Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.47	0.20 - 0.84	0.14

Data Plot and Equation



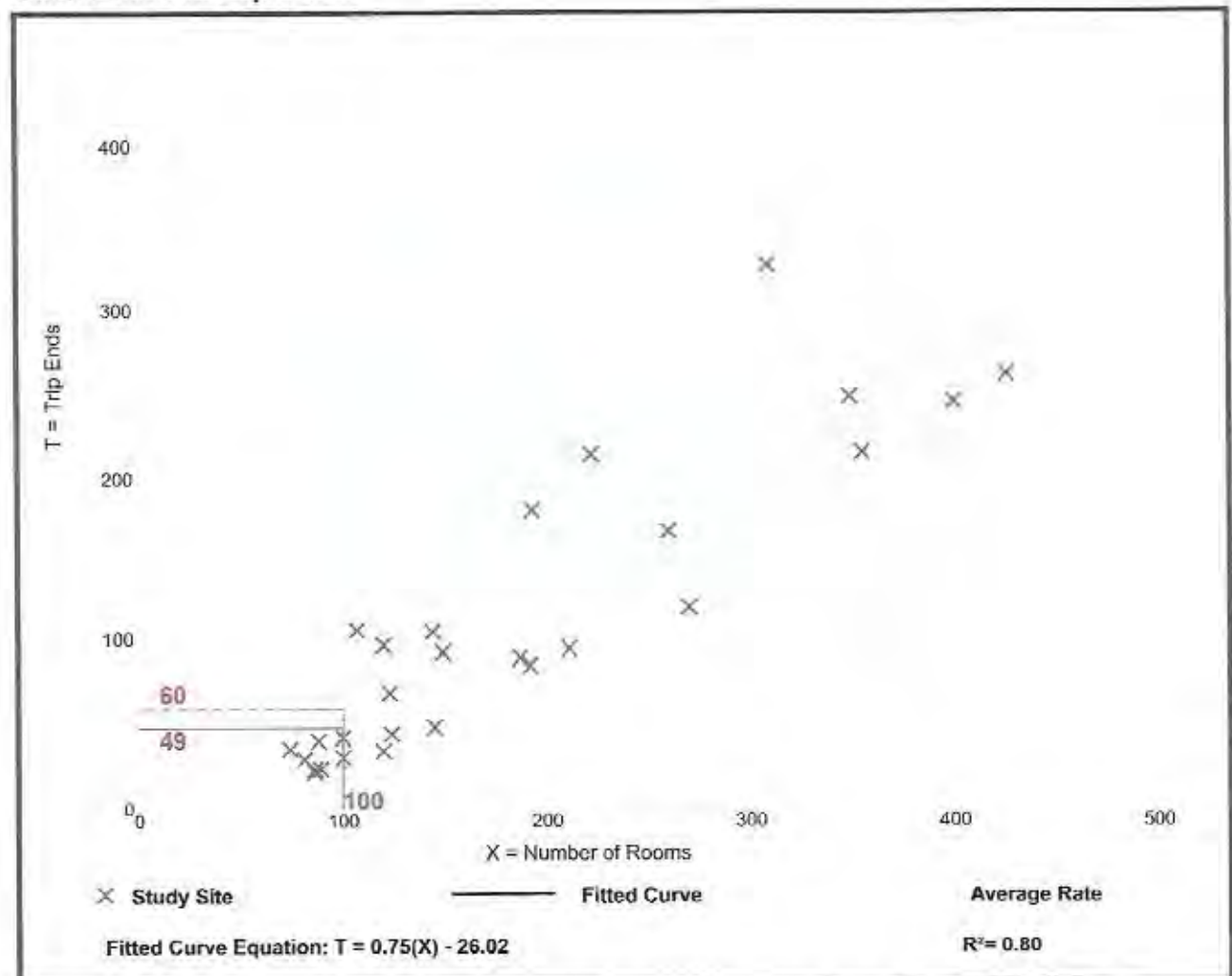
Hotel (310)

Vehicle Trip Ends vs: Rooms
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 28
 Avg. Num. of Rooms: 183
 Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.60	0.26 - 1.06	0.22

Data Plot and Equation



Shopping Center (820)

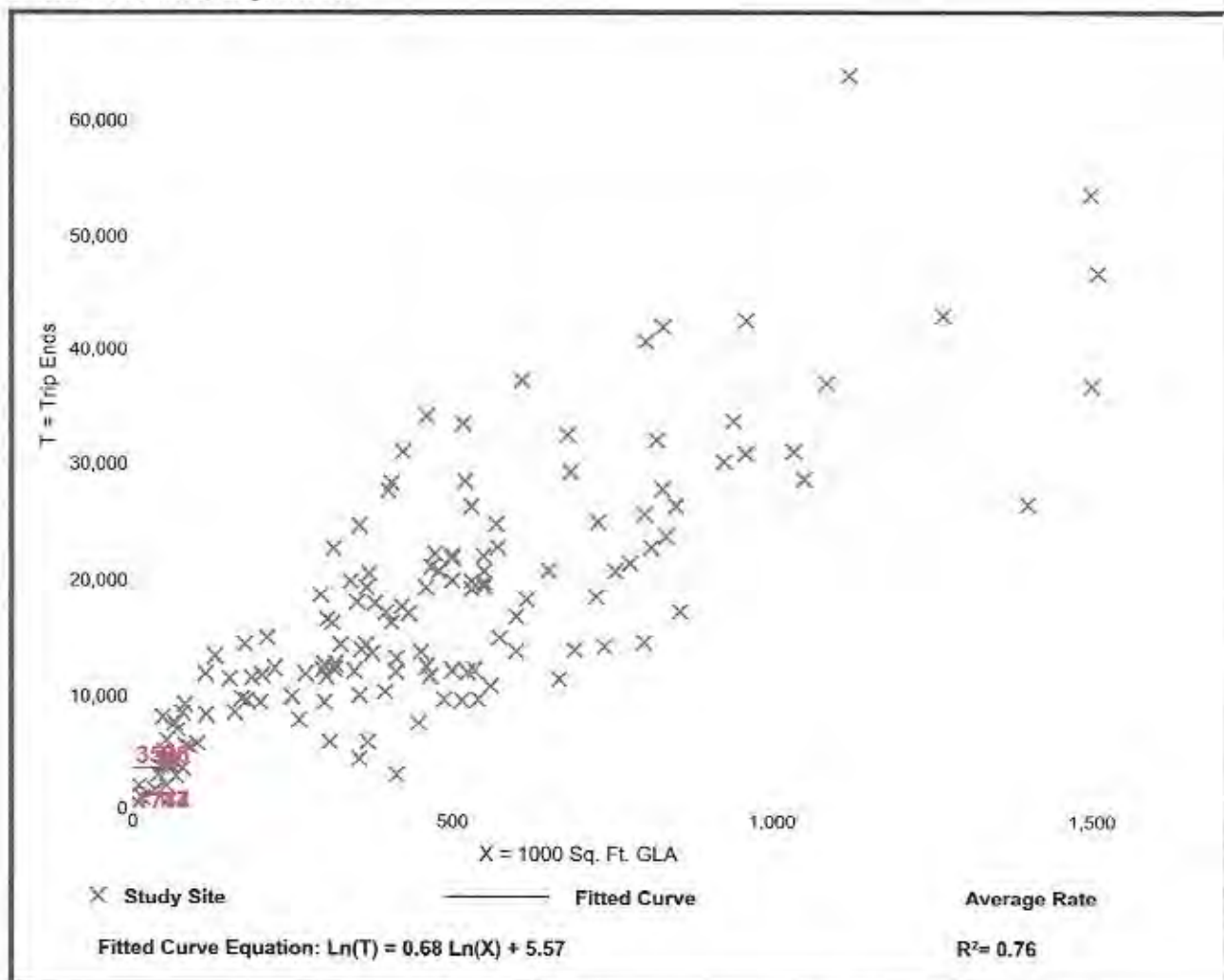
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 147
Avg. 1000 Sq. Ft. GLA: 453
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.75	7.42 - 207.98	18.41

Data Plot and Equation



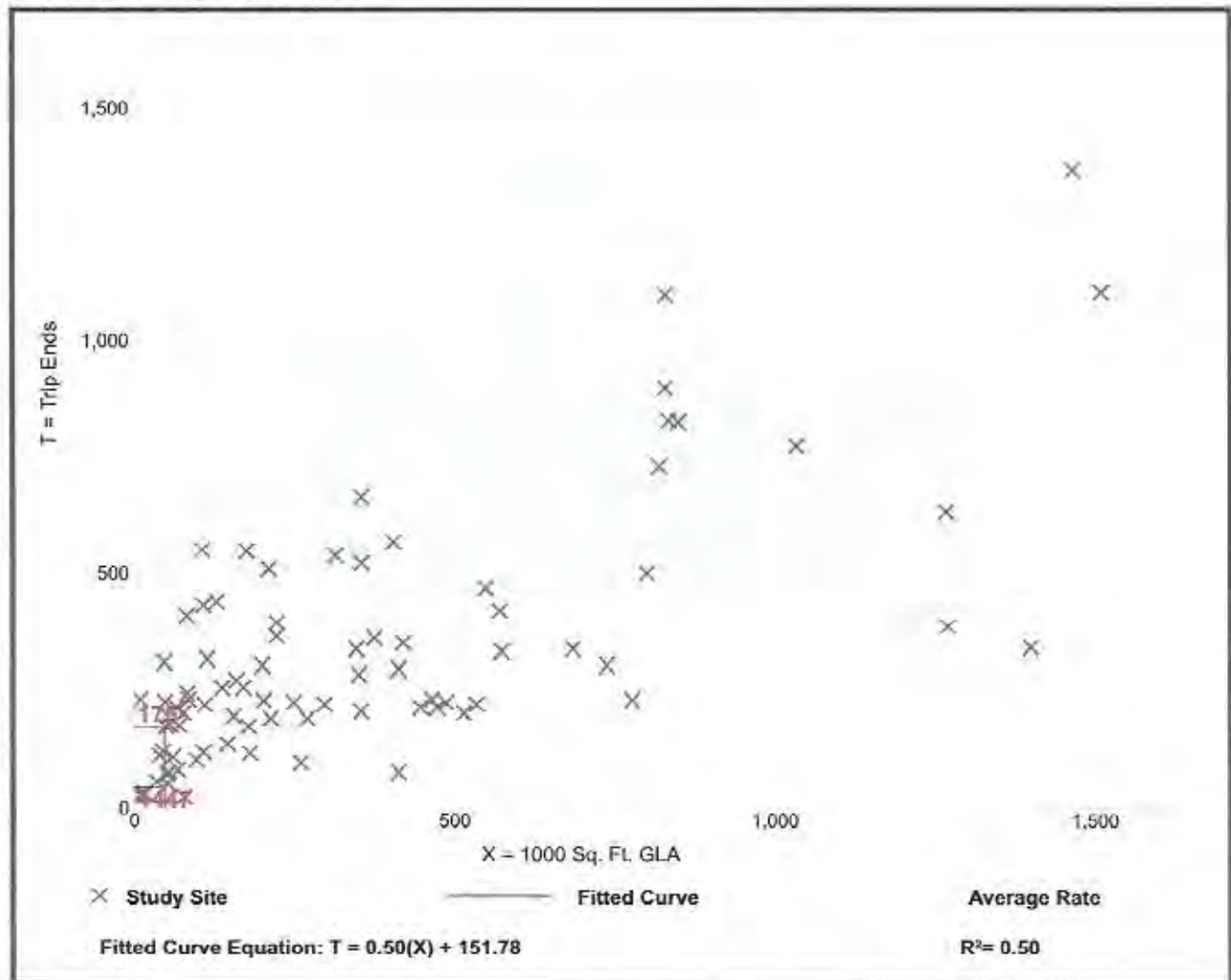
Shopping Center (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 84
 Avg. 1000 Sq. Ft. GLA: 351
 Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.94	0.18 - 23.74	0.87

Data Plot and Equation



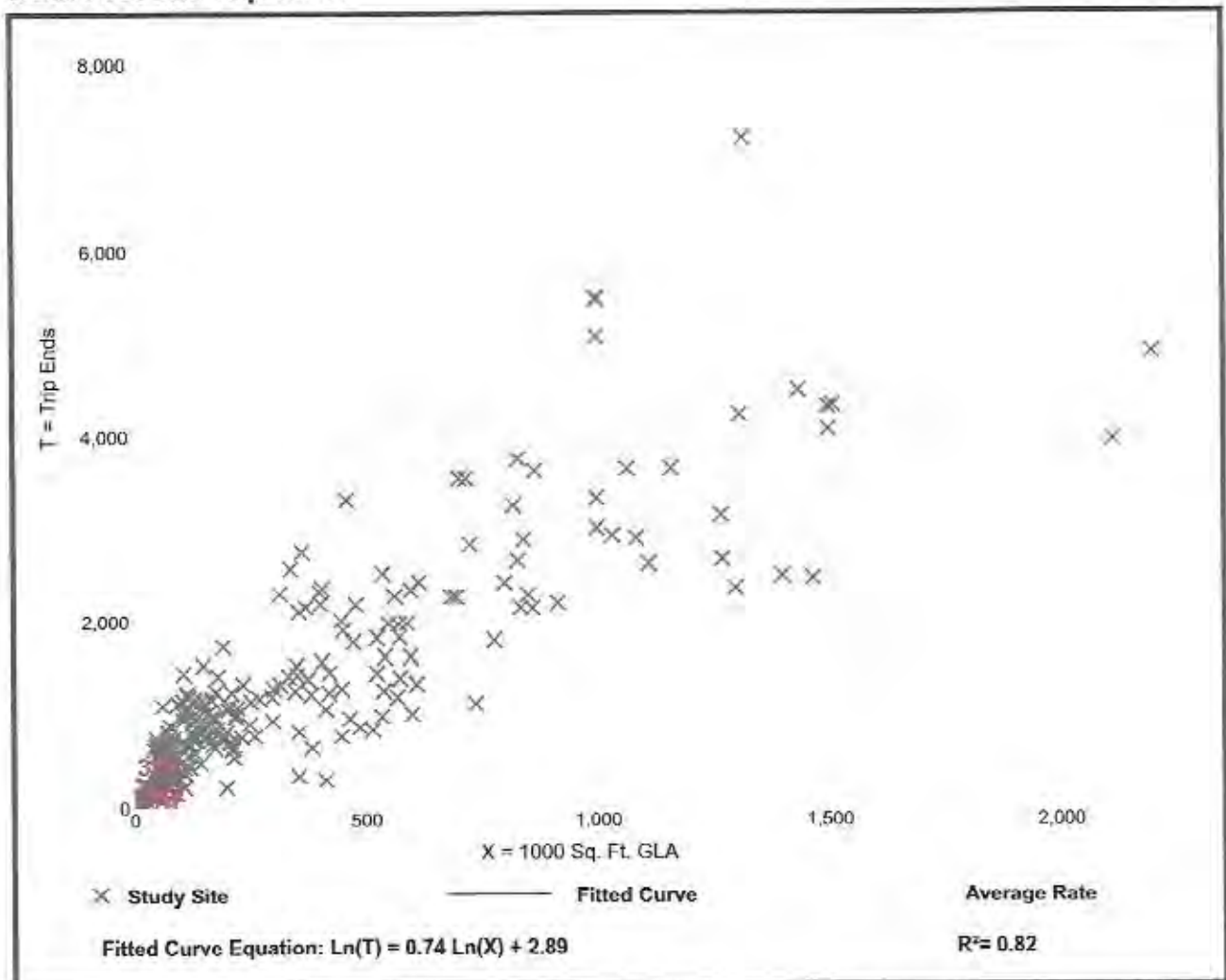
Shopping Center (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 261
 Avg. 1000 Sq. Ft. GLA: 327
 Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.81	0.74 - 18.69	2.04

Data Plot and Equation



Pharmacy/Drugstore with Drive-Through Window (881)

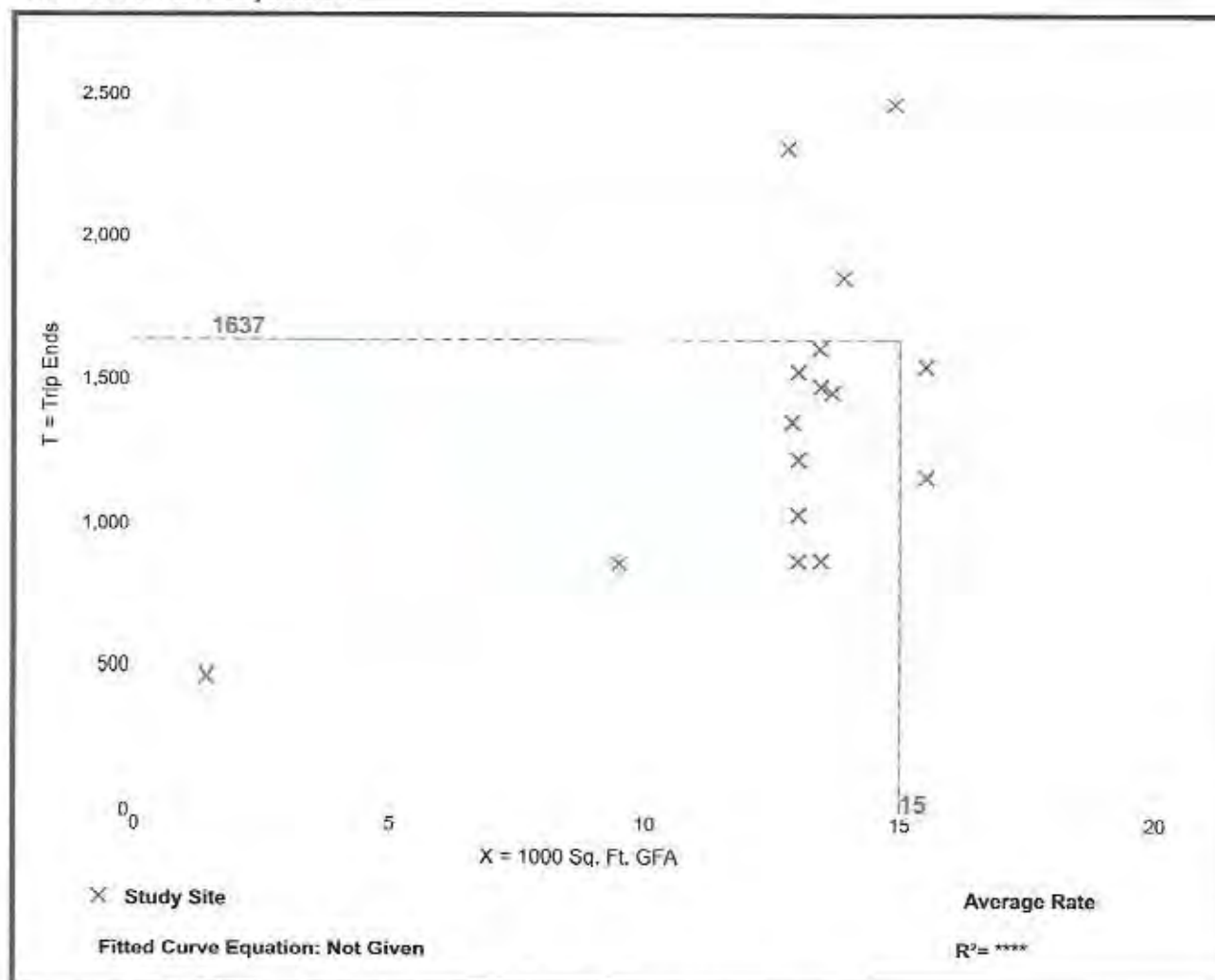
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 16
Avg, 1000 Sq. Ft. GFA: 13
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
109.16	65.05 - 329.35	38.33

Data Plot and Equation



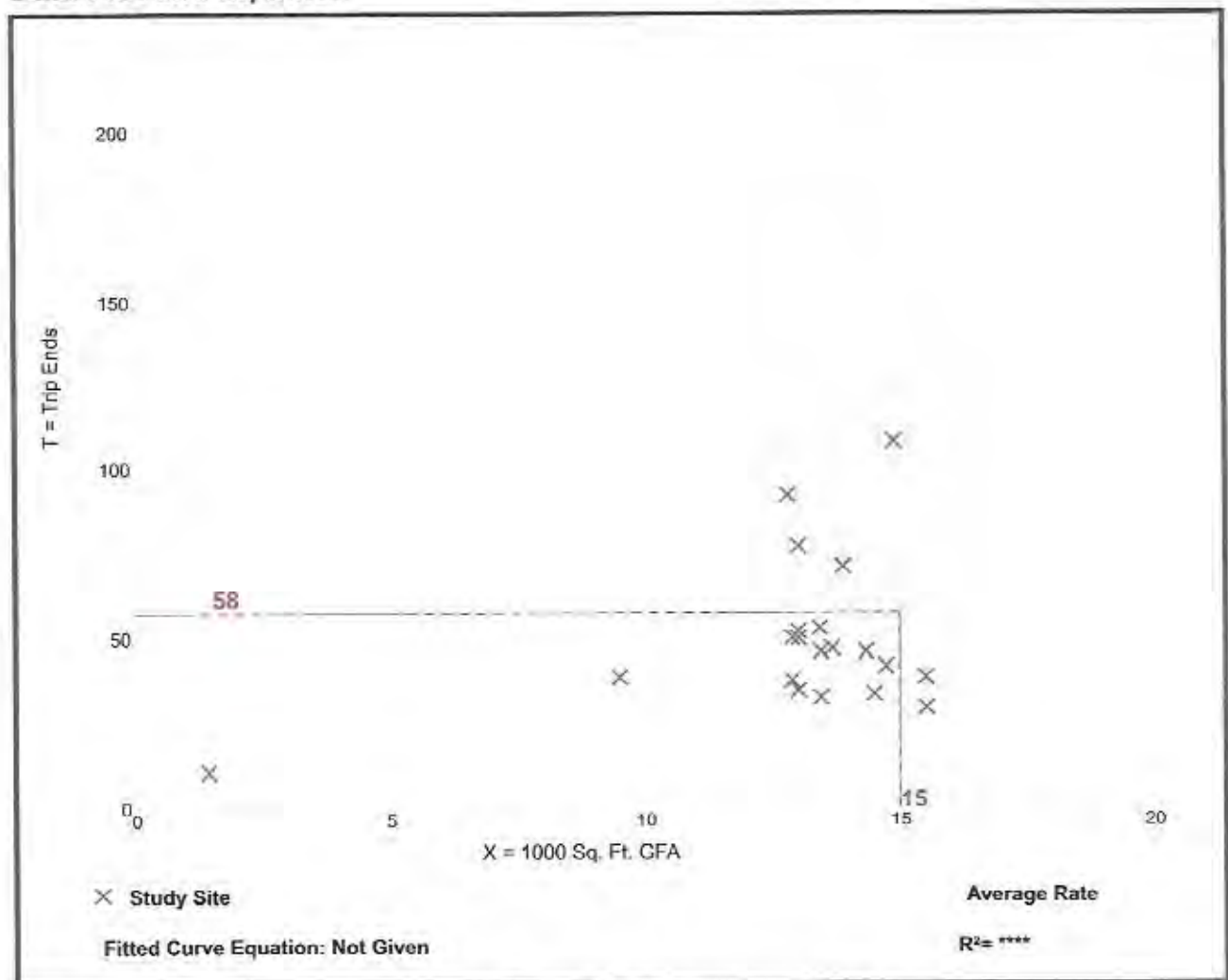
Pharmacy/Drugstore with Drive-Through Window (881)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 20
 Avg. 1000 Sq. Ft. GFA: 13
 Directional Distribution: 53% entering, 47% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.84	1.93 - 7.74	1.58

Data Plot and Equation



Pharmacy/Drugstore with Drive-Through Window (881)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 38

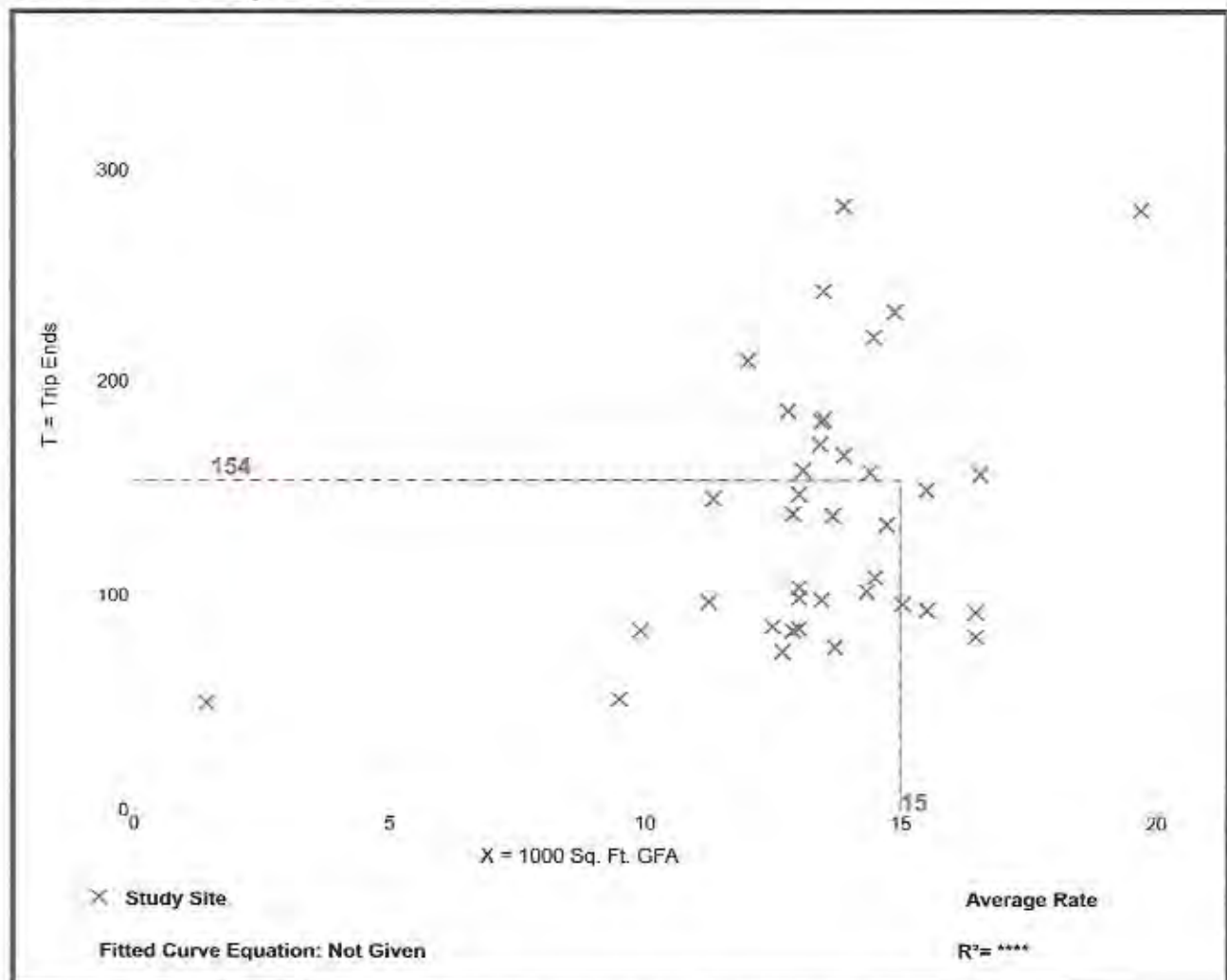
Avg. 1000 Sq. Ft. GFA: 13

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.29	4.86 - 35.19	4.25

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

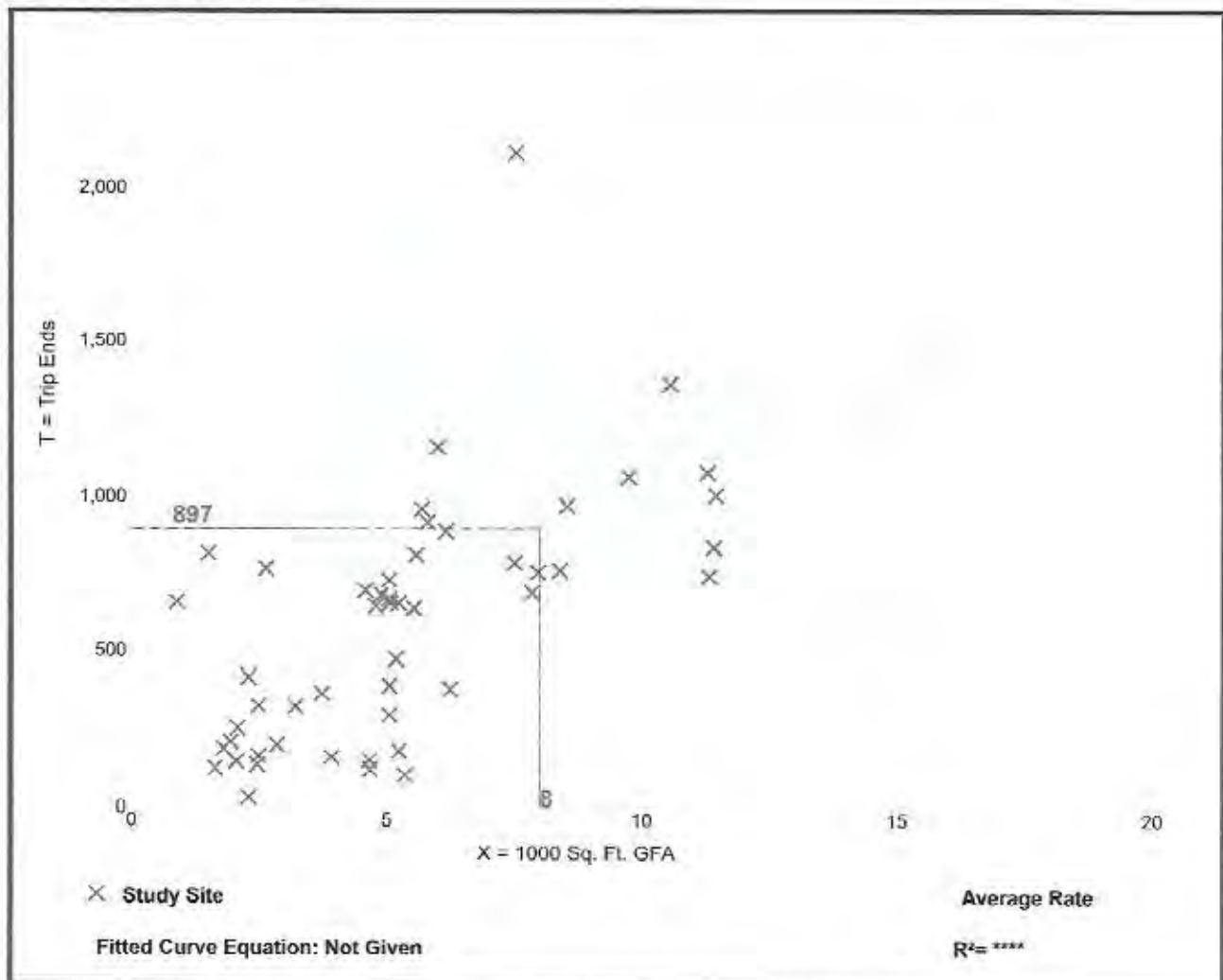
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 50
Avg. 1000 Sq. Ft. GFA: 5
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
112.18	13.04 - 742.41	72.51

Data Plot and Equation



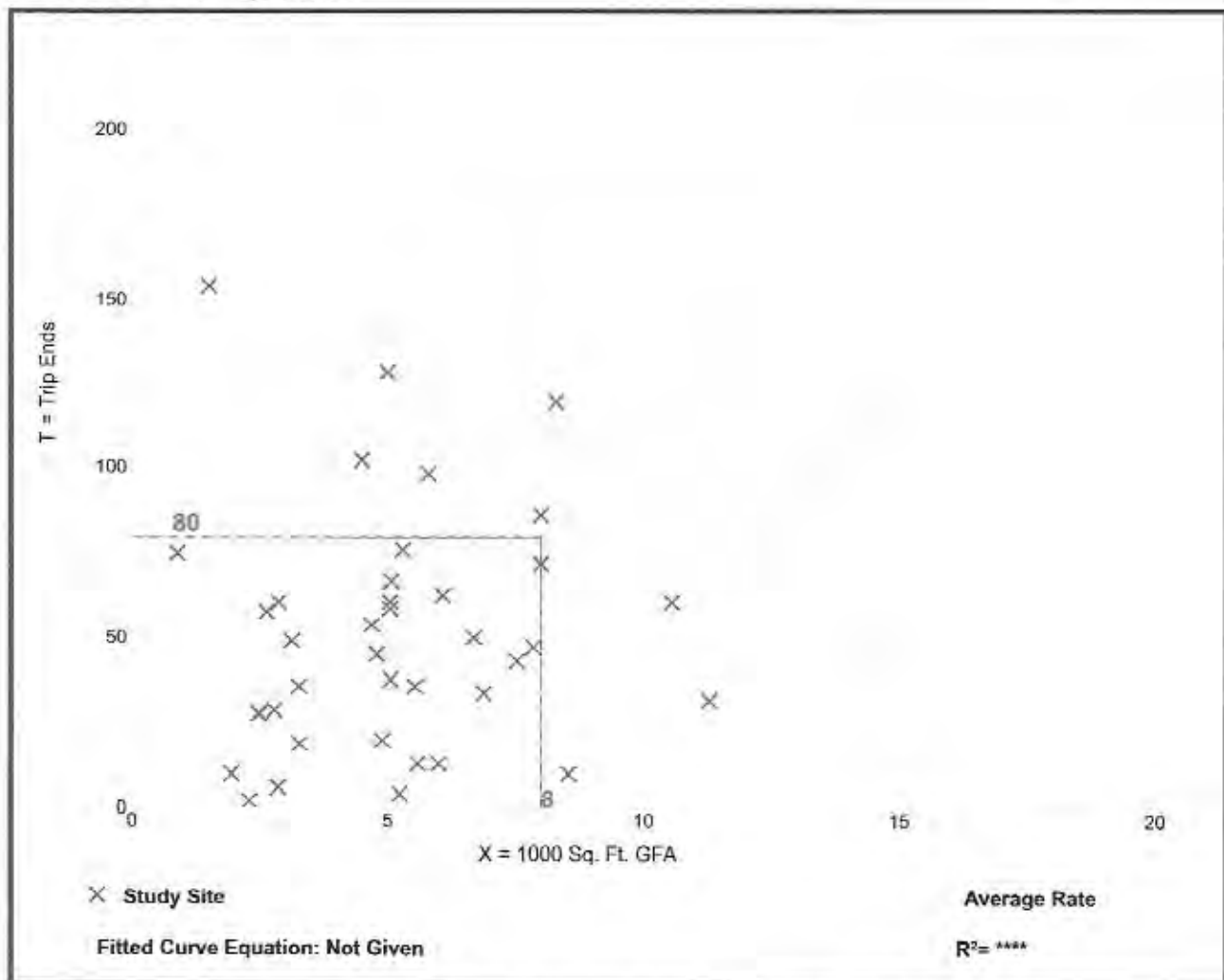
High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 39
 Avg. 1000 Sq. Ft. GFA: 5
 Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.94	0.76 - 102.39	11.33

Data Plot and Equation



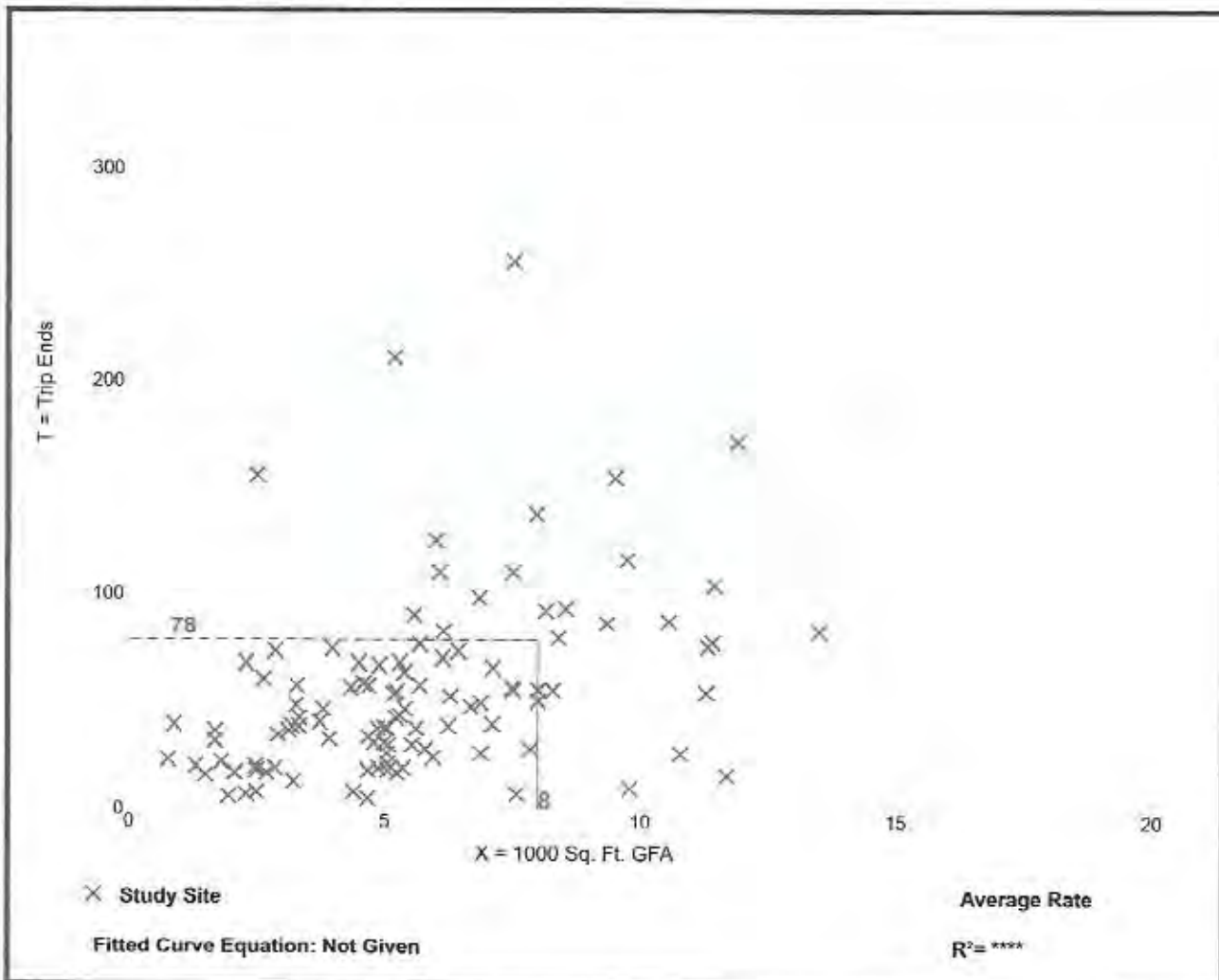
High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 107
 Avg. 1000 Sq. Ft. GFA: 6
 Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.77	0.92 - 62.00	7.37

Data Plot and Equation

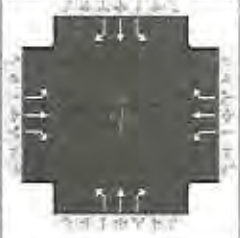


HCS7 Signalized Intersection Results Summary

General Information

Agency	Solaegui Engineers			Duration, h	0.250
Analyst	MSH	Analysis Date	May 19, 2021	Area Type	Other
Jurisdiction	NDOT	Time Period	AM Peak Hour	PHF	0.92
Urban Street		Analysis Year	Existing	Analysis Period	1> 7:00
Intersection	Min & US-95A	File Name	MaUs21ax.xus		
Project Description					

Intersection Information



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	1	160	105	154	155	3	170	1	145	1	3	2

Signal Information

Cycle, s	80.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	Yes	Simult. Gap E/W	On	Green	6.0	4.0	20.0	10.0	20.0	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	0.0	4.0	4.0	4.0	0.0		
				Red	1.0	0.0	1.0	1.0	1.0	0.0		

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	2.0	3.0	2.0	3.0		9.0		9.0
Phase Duration, s	11.0	25.0	15.0	29.0		25.0		15.0
Change Period, (Y+R _c), s	5.0	5.0	0.0	5.0		5.0		5.0
Max Allow Headway (MAH), s	3.3	3.2	3.3	3.2		3.4		3.3
Queue Clearance Time (g _s), s	2.0	8.3	8.8	7.7		9.8		2.1
Green Extension Time (g _e), s	0.0	0.6	0.2	0.8		0.5		0.0
Phase Call Probability	1.00	1.00	1.00	1.00		1.00		1.00
Max Out Probability	0.09	0.11	0.05	0.00		0.01		0.00

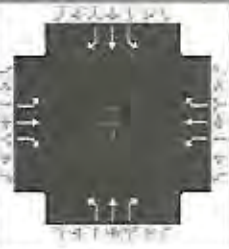
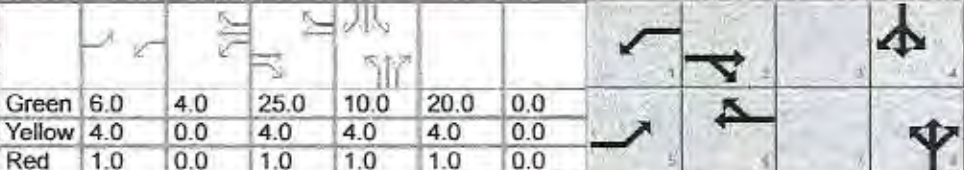
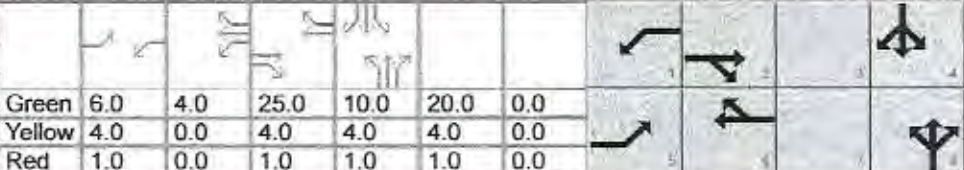
Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	1	174	87	167	168	3	185	1	120	1	3	2
Adjusted Saturation Flow Rate (s), veh/h/in	1767	1826	1369	1767	1826	1519	1598	1856	1514	1767	1856	1487
Queue Service Time (g _s), s	0.0	6.3	4.1	6.8	5.7	0.1	7.8	0.0	5.1	0.0	0.1	0.1
Cycle Queue Clearance Time (g _c), s	0.0	6.3	4.1	6.8	5.7	0.1	7.8	0.0	5.1	0.0	0.1	0.1
Green Ratio (g/C)	0.08	0.25	0.25	0.19	0.30	0.30	0.25	0.25	0.25	0.12	0.12	0.12
Capacity (c), veh/h	133	456	342	331	548	456	399	464	379	221	232	186
Volume-to-Capacity Ratio (X)	0.008	0.381	0.254	0.505	0.308	0.007	0.463	0.002	0.316	0.005	0.014	0.012
Back of Queue (Q), ft/in (95 th percentile)	0.9	127.3	66.3	133	112.8	2	148.9	0.7	84.6	0.8	2.6	1.7
Back of Queue (Q), veh/in (95 th percentile)	0.0	4.9	2.4	5.2	4.3	0.1	5.3	0.0	3.3	0.0	0.1	0.1
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	34.2	24.9	24.0	29.2	21.6	19.6	25.4	22.5	24.4	30.6	30.7	30.7
Incremental Delay (d ₂), s/veh	0.0	0.2	0.1	0.5	0.1	0.0	0.3	0.0	0.2	0.0	0.0	0.0
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	34.3	25.1	24.2	29.7	21.7	19.6	25.8	22.5	24.6	30.6	30.7	30.7
Level of Service (LOS)	C	C	C	C	C	B	C	C	C	C	C	C
Approach Delay, s/veh / LOS	24.8		C	25.6		C	25.3		C	30.7		C
Intersection Delay, s/veh / LOS	25.3						C					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.16		B	2.11		B	2.14		B	2.15		B
Bicycle LOS Score / LOS	0.92		A	1.05		A	0.99		A	0.50		A

HCS7 Signalized Intersection Results Summary

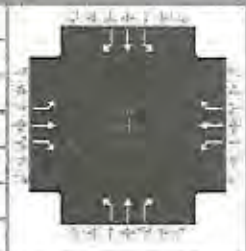
General Information						Intersection Information									
Agency	Solaegui Engineers					Duration, h	0.250								
Analyst	MSH		Analysis Date	May 19, 2021		Area Type	Other								
Jurisdiction	NDOT		Time Period	AM Peak Hour		PHF	0.92								
Urban Street			Analysis Year	Existing		Analysis Period	1> 7:00								
Intersection	Main & US-95A		File Name	MaUs21px.xus											
Project Description															
Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				1	366	191	209	253	4	193	4	145	9	4	2
Signal Information															
Cycle, s	85.0	Reference Phase	2												
Offset, s	0	Reference Point	End												
Uncoordinated	Yes	Simult. Gap E/W	On												
Force Mode	Fixed	Simult. Gap N/S	On												
Green	6.0	4.0	25.0	10.0	20.0	0.0	Green	6.0	4.0	25.0	10.0	20.0	0.0		
Yellow	4.0	0.0	4.0	4.0	4.0	0.0	Yellow	4.0	0.0	4.0	4.0	4.0	0.0		
Red	1.0	0.0	1.0	1.0	1.0	0.0	Red	1.0	0.0	1.0	1.0	1.0	0.0		
Timer Results				EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase				5	2	1	6		8		4				
Case Number				2.0	3.0	2.0	3.0		9.0		9.0				
Phase Duration, s				11.0	30.0	15.0	34.0		25.0		15.0				
Change Period, (Y+R c), s				5.0	5.0	0.0	5.0		5.0		5.0				
Max Allow Headway (MAH), s				3.3	3.2	3.3	3.2		3.4		3.3				
Queue Clearance Time (g s), s				2.0	18.7	12.3	11.9		11.8		2.4				
Green Extension Time (g e), s				0.0	0.4	0.1	1.7		0.5		0.0				
Phase Call Probability				1.00	1.00	1.00	1.00		1.00		1.00				
Max Out Probability				0.09	1.00	1.00	0.01		0.03		0.00				
Movement Group Results				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement				5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h				1	398	153	227	275	4	210	4	114	10	4	2
Adjusted Saturation Flow Rate (s), veh/h/ln				1767	1826	1373	1767	1826	1521	1598	1856	1512	1767	1856	1484
Queue Service Time (g s), s				0.0	16.7	7.5	10.3	9.9	0.2	9.8	0.2	5.3	0.4	0.2	0.1
Cycle Queue Clearance Time (g c), s				0.0	16.7	7.5	10.3	9.9	0.2	9.8	0.2	5.3	0.4	0.2	0.1
Green Ratio (g/C)				0.07	0.29	0.29	0.18	0.34	0.34	0.24	0.24	0.24	0.12	0.12	0.12
Capacity (c), veh/h				125	537	404	312	623	519	376	437	356	208	218	175
Volume-to-Capacity Ratio (X)				0.009	0.741	0.380	0.728	0.441	0.008	0.558	0.010	0.321	0.047	0.020	0.012
Back of Queue (Q), ft/ln (95 th percentile)				1	323.4	123.1	222.1	196.7	2.6	193	3.1	88.4	8.3	3.7	1.8
Back of Queue (Q), veh/ln (95 th percentile)				0.0	12.4	4.4	8.7	7.6	0.1	6.9	0.1	3.5	0.3	0.1	0.1
Queue Storage Ratio (RQ) (95 th percentile)				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d 1), s/veh				36.7	27.1	23.8	33.1	21.7	18.5	28.6	24.9	26.9	33.3	33.2	33.1
Incremental Delay (d 2), s/veh				0.0	4.8	0.2	7.3	0.2	0.0	1.1	0.0	0.2	0.0	0.0	0.0
Initial Queue Delay (d 3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh				36.7	31.9	24.1	40.4	21.9	18.5	29.7	24.9	27.1	33.3	33.2	33.1
Level of Service (LOS)				D	C	C	D	C	B	C	C	C	C	C	C
Approach Delay, s/veh / LOS				29.7	C		30.2	C		28.7	C		33.3	C	
Intersection Delay, s/veh / LOS				29.7						C					
Multimodal Results				EB			WB			NB			SB		
Pedestrian LOS Score / LOS				2.17	B		2.11	B		2.14	B		2.19	B	
Bicycle LOS Score / LOS				1.40	A		1.32	A		1.03	A		0.51	A	

HCS7 Signalized Intersection Results Summary

General Information

Agency	Solaegui Engineers			Duration, h	0.250
Analyst	MSH	Analysis Date	May 19, 2021	Area Type	Other
Jurisdiction	NDOT	Time Period	AM Peak Hour	PHF	0.92
Urban Street		Analysis Year	Existing + Project	Analysis Period	1> 7:00
Intersection	Min & US-95A	File Name	MaUs21aw.xus		
Project Description					

Intersection Information



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	1	218	133	154	206	3	197	1	145	1	3	2

Signal Information

Cycle, s	80.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	Yes	Simult. Gap E/W	On	Green	6.0	4.0	20.0	10.0	20.0	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	0.0	4.0	4.0	4.0	0.0		
				Red	1.0	0.0	1.0	1.0	1.0	0.0		

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	2.0	3.0	2.0	3.0		9.0		9.0
Phase Duration, s	11.0	25.0	15.0	29.0		25.0		15.0
Change Period, (Y+R), s	5.0	5.0	0.0	5.0		5.0		5.0
Max Allow Headway (MAH), s	3.3	3.2	3.3	3.2		3.4		3.3
Queue Clearance Time (g _s), s	2.0	10.9	8.8	9.8		11.3		2.1
Green Extension Time (g _e), s	0.0	0.6	0.2	1.1		0.5		0.0
Phase Call Probability	1.00	1.00	1.00	1.00		1.00		1.00
Max Out Probability	0.09	0.66	0.05	0.00		0.02		0.00

Movement Group Results

Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	1	237	117	167	224	3	214	1	120	1	3	2
Adjusted Saturation Flow Rate (s), veh/h/ln	1767	1826	1369	1767	1826	1519	1598	1856	1514	1767	1856	1487
Queue Service Time (g_s), s	0.0	8.9	5.6	6.8	7.8	0.1	9.3	0.0	5.1	0.0	0.1	0.1
Cycle Queue Clearance Time (g_c), s	0.0	8.9	5.6	6.8	7.8	0.1	9.3	0.0	5.1	0.0	0.1	0.1
Green Ratio (g/C)	0.08	0.25	0.25	0.19	0.30	0.30	0.25	0.25	0.25	0.12	0.12	0.12
Capacity (c), veh/h	133	456	342	331	548	456	399	464	379	221	232	186
Volume-to-Capacity Ratio (X)	0.008	0.519	0.343	0.505	0.409	0.007	0.536	0.002	0.316	0.005	0.014	0.012
Back of Queue (Q), ft/ln (95 th percentile)	0.9	181.6	91.8	133	155	2	178.4	0.7	84.6	0.8	2.6	1.7
Back of Queue (Q), veh/ln (95 th percentile)	0.0	7.0	3.3	5.2	6.0	0.1	6.4	0.0	3.3	0.0	0.1	0.1
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	34.2	25.9	24.6	29.2	22.3	19.6	26.0	22.5	24.4	30.6	30.7	30.7
Incremental Delay (d_2), s/veh	0.0	0.5	0.2	0.5	0.2	0.0	0.8	0.0	0.2	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d'), s/veh	34.3	26.3	24.8	29.7	22.5	19.6	26.7	22.5	24.6	30.6	30.7	30.7
Level of Service (LOS)	C	C	C	C	C	B	C	C	C	C	C	C
Approach Delay, s/veh / LOS	25.9	C		25.5	C		26.0	C		30.7	C	
Intersection Delay, s/veh / LOS	25.8						C					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.16	B		2.11	B		2.14	B		2.15	B	
Bicycle LOS Score / LOS	1.07	A		1.14	A		1.04	A		0.50	A	

HCS7 Signalized Intersection Results Summary

General Information

Agency	Solaegui Engineers		
Analyst	MSH	Analysis Date	May 19, 2021
Jurisdiction	NDOT	Time Period	AM Peak Hour
Urban Street		Analysis Year	Existing + Project
Intersection	Main & US-95A	File Name	MaUs21pw.xus
Project Description			

Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.92
Analysis Period	1> 7:00



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	1	429	225	209	331	4	233	4	145	9	4	2

Signal Information

Cycle, s	85.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	2.0	3.0	2.0	3.0		9.0		9.0
Phase Duration, s	11.0	30.0	15.0	34.0		25.0		15.0
Change Period, (Y+R), s	5.0	5.0	0.0	5.0		5.0		5.0
Max Allow Headway (MAH), s	3.3	3.2	3.3	3.2		3.4		3.3
Queue Clearance Time (g _c), s	2.0	22.6	12.3	15.7		14.2		2.4
Green Extension Time (g _e), s	0.0	0.0	0.1	2.1		0.5		0.0
Phase Call Probability	1.00	1.00	1.00	1.00		1.00		1.00
Max Out Probability	0.09	1.00	1.00	0.04		0.20		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	1	466	190	227	360	4	253	4	114	10	4	2
Adjusted Saturation Flow Rate (s), veh/h/ln	1767	1826	1373	1767	1826	1521	1598	1856	1512	1767	1856	1484
Queue Service Time (g _s), s	0.0	20.6	9.7	10.3	13.7	0.2	12.2	0.2	5.3	0.4	0.2	0.1
Cycle Queue Clearance Time (g _c), s	0.0	20.6	9.7	10.3	13.7	0.2	12.2	0.2	5.3	0.4	0.2	0.1
Green Ratio (g/C)	0.07	0.29	0.29	0.18	0.34	0.34	0.24	0.24	0.24	0.12	0.12	0.12
Capacity (c), veh/h	125	537	404	312	623	519	376	437	356	208	218	175
Volume-to-Capacity Ratio (X)	0.009	0.868	0.471	0.728	0.578	0.008	0.674	0.010	0.321	0.047	0.020	0.012
Back of Queue (Q), ft/ln (95 th percentile)	1	421.4	157.9	222.1	257.6	2.6	243.9	3.1	88.4	8.3	3.7	1.8
Back of Queue (Q), veh/ln (95 th percentile)	0.0	16.2	5.6	8.7	9.9	0.1	8.7	0.1	3.5	0.3	0.1	0.1
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	36.7	28.4	24.6	33.1	23.0	18.5	29.5	24.9	26.9	33.3	33.2	33.1
Incremental Delay (d ₂), s/veh	0.0	13.6	0.3	7.3	0.9	0.0	3.8	0.0	0.2	0.0	0.0	0.0
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	36.7	42.1	24.9	40.4	23.9	18.5	33.4	24.9	27.1	33.3	33.2	33.1
Level of Service (LOS)	D	D	C	D	C	B	C	C	C	C	C	C
Approach Delay, s/veh / LOS	37.1		D	30.2		C	31.3		C	33.3		C
Intersection Delay, s/veh / LOS	33.2						C					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.17		B	2.11		B	2.14		B	2.19		B
Bicycle LOS Score / LOS	1.57		B	1.46		A	1.10		A	0.51		A

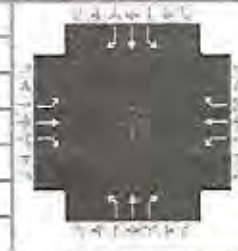
HCS7 Signalized Intersection Results Summary

General Information

Agency	Solaegui Engineers		
Analyst	MSH	Analysis Date	May 19, 2021
Jurisdiction	NDOT	Time Period	AM Peak Hour
Urban Street		Analysis Year	2041 Base
Intersection	Min & US-95A	File Name	MaUs41ax.xus
Project Description			

Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.92
Analysis Period	1> 7:00



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	2	210	138	202	204	4	224	2	191	2	4	3

Signal Information

Cycle, s	80.0	Reference Phase	2																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	2.0	3.0	2.0	3.0		9.0		9.0
Phase Duration, s	11.0	25.0	15.0	29.0		25.0		15.0
Change Period, (Y+R), s	5.0	5.0	0.0	5.0		5.0		5.0
Max Allow Headway (MAH), s	3.3	3.2	3.3	3.2		3.4		3.3
Queue Clearance Time (g _s), s	2.1	10.6	11.2	9.7		12.8		2.2
Green Extension Time (g _e), s	0.0	0.6	0.2	1.1		0.6		0.0
Phase Call Probability	1.00	1.00	1.00	1.00		1.00		1.00
Max Out Probability	0.13	0.54	0.62	0.00		0.10		0.00

Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	2	228	123	220	222	4	243	2	170	2	4	3
Adjusted Saturation Flow Rate (s), veh/h/ln	1767	1826	1369	1767	1826	1519	1598	1856	1514	1767	1856	1487
Queue Service Time (g _s), s	0.1	8.6	5.9	9.2	7.7	0.2	10.8	0.1	7.6	0.1	0.2	0.2
Cycle Queue Clearance Time (g _c), s	0.1	8.6	5.9	9.2	7.7	0.2	10.8	0.1	7.6	0.1	0.2	0.2
Green Ratio (g/C)	0.08	0.25	0.25	0.19	0.30	0.30	0.25	0.25	0.25	0.12	0.12	0.12
Capacity (c), veh/h	133	456	342	331	548	456	399	464	379	221	232	186
Volume-to-Capacity Ratio (X)	0.016	0.500	0.359	0.663	0.405	0.010	0.610	0.005	0.448	0.010	0.019	0.018
Back of Queue (Q), ft/ln (95 th percentile)	1.8	173.1	96.4	194.2	153.5	2.6	213.1	1.4	124.6	1.7	3.4	2.6
Back of Queue (Q), veh/ln (95 th percentile)	0.1	6.7	3.4	7.6	5.9	0.1	7.6	0.1	4.9	0.1	0.1	0.1
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	34.3	25.7	24.7	30.2	22.3	19.7	26.5	22.5	25.3	30.7	30.7	30.7
Incremental Delay (d ₂), s/veh	0.0	0.3	0.2	3.9	0.2	0.0	2.0	0.0	0.3	0.0	0.0	0.0
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	34.3	26.0	25.0	34.1	22.5	19.7	28.5	22.5	25.6	30.7	30.7	30.7
Level of Service (LOS)	C	C	C	C	C	B	C	C	C	C	C	C
Approach Delay, s/veh / LOS	25.7		C	28.2		C	27.3		C	30.7		C
Intersection Delay, s/veh / LOS	27.2						C					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	2.16		B	2.11		B	2.14		B	2.15		B
Bicycle LOS Score / LOS	1.07		A	1.22		A	1.17		A	0.50		A

HCS7 Signalized Intersection Results Summary

General Information						Intersection Information										
Agency		Solaegui Engineers				Duration, h		0.250								
Analyst		MSH		Analysis Date		May 19, 2021		Area Type		Other						
Jurisdiction		NDOT		Time Period		PM Peak Hour		PHF		0.92						
Urban Street				Analysis Year		2041 Base		Analysis Period		1> 7:00						
Intersection		Main & US-95A		File Name		MaUs41px.xus										
Project Description																
Demand Information				EB			WB			NB			SB			
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R	
Demand (v), veh/h				1	481	251	275	333	5	254	5	191	12	5	3	
Signal Information																
Cycle, s	90.0	Reference Phase	2													
Offset, s	0	Reference Point	End													
Uncoordinated	Yes	Simult. Gap E/W	On	Green	7.0	4.0	29.0	10.0	20.0	0.0						
				Yellow	4.0	0.0	4.0	4.0	4.0	0.0						
Force Mode	Fixed	Simult. Gap N/S	On	Red	1.0	0.0	1.0	1.0	1.0	0.0						
Timer Results				EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT					
Assigned Phase				5	2	1	6		8		4					
Case Number				2.0	3.0	2.0	3.0		9.0		9.0					
Phase Duration, s				12.0	34.0	16.0	38.0		25.0		15.0					
Change Period, (Y+R c), s				5.0	5.0	0.0	5.0		5.0		5.0					
Max Allow Headway (MAH), s				3.3	3.2	3.3	3.2		3.4		3.3					
Queue Clearance Time (g s), s				2.1	26.5	17.1	16.1		16.6		2.6					
Green Extension Time (g e), s				0.0	0.0	0.0	2.4		0.4		0.0					
Phase Call Probability				1.00	1.00	1.00	1.00		1.00		1.00					
Max Out Probability				0.00	1.00	1.00	0.02		1.00		0.00					
Movement Group Results				EB			WB			NB			SB			
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R	
Assigned Movement				5	2	12	1	6	16	3	8	18	7	4	14	
Adjusted Flow Rate (v), veh/h				1	523	229	299	362	5	276	5	164	13	5	3	
Adjusted Saturation Flow Rate (s), veh/h/ln				1767	1826	1374	1767	1826	1523	1598	1856	1511	1767	1856	1481	
Queue Service Time (g s), s				0.1	24.5	12.2	15.1	14.1	0.2	14.6	0.2	8.5	0.6	0.2	0.2	
Cycle Queue Clearance Time (g c), s				0.1	24.5	12.2	15.1	14.1	0.2	14.6	0.2	8.5	0.6	0.2	0.2	
Green Ratio (g/C)				0.08	0.32	0.32	0.18	0.37	0.37	0.22	0.22	0.22	0.11	0.11	0.11	
Capacity (c), veh/h				137	588	443	314	669	558	355	412	336	196	206	165	
Volume-to-Capacity Ratio (X)				0.008	0.889	0.518	0.951	0.541	0.010	0.778	0.013	0.489	0.066	0.026	0.020	
Back of Queue (Q), ft/ln (95 th percentile)				1	489	201.5	379.6	261.6	3.3	300.6	4.2	144	12	5	3	
Back of Queue (Q), veh/ln (95 th percentile)				0.0	18.8	7.2	14.8	10.1	0.1	10.7	0.2	5.6	0.5	0.2	0.1	
Queue Storage Ratio (RQ) (95 th percentile)				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Uniform Delay (d 1), s/veh				38.3	29.0	24.8	36.6	22.5	18.1	32.9	27.3	30.5	35.8	35.7	35.6	
Incremental Delay (d 2), s/veh				0.0	15.0	0.5	37.6	0.5	0.0	9.6	0.0	0.4	0.1	0.0	0.0	
Initial Queue Delay (d 3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Control Delay (d), s/veh				38.3	43.9	25.3	74.2	23.0	18.1	42.5	27.3	31.0	35.9	35.7	35.7	
Level of Service (LOS)				D	D	C	E	C	B	D	C	C	D	D	D	
Approach Delay, s/veh / LOS				38.2		D	45.9		D	38.0		D	35.8		D	
Intersection Delay, s/veh / LOS				40.9						D						
Multimodal Results				EB			WB			NB			SB			
Pedestrian LOS Score / LOS				2.17		B	2.10		B	2.15		B	2.18		B	
Bicycle LOS Score / LOS				1.73		B	1.59		B	1.22		A	0.52		A	

HCS7 Signalized Intersection Results Summary

General Information

Agency	Solaegui Engineers		
Analyst	MSH	Analysis Date	May 19, 2021
Jurisdiction	NDOT	Time Period	AM Peak Hour
Urban Street		Analysis Year	2041 Base + Project
Intersection	Min & US-95A	File Name	MaUs41aw.xus
Project Description			



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	2	268	166	202	255	4	251	2	191	2	4	3

Signal Information

Cycle, s	80.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	Yes	Simult. Gap E/W	On	Green	6.0	4.0	20.0	10.0	20.0	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	0.0	4.0	4.0	4.0	0.0		
				Red	1.0	0.0	1.0	1.0	1.0	0.0		

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	5	2	1	6		8		4
Case Number	2.0	3.0	2.0	3.0		9.0		9.0
Phase Duration, s	11.0	25.0	15.0	29.0		25.0		15.0
Change Period, (Y+R _c), s	5.0	5.0	0.0	5.0		5.0		5.0
Max Allow Headway (MAH), s	3.3	3.2	3.3	3.2		3.4		3.3
Queue Clearance Time (g _s), s	2.1	13.4	11.2	12.0		14.4		2.2
Green Extension Time (g _e), s	0.0	0.4	0.2	1.4		0.6		0.0
Phase Call Probability	1.00	1.00	1.00	1.00		1.00		1.00
Max Out Probability	0.13	1.00	0.62	0.02		0.27		0.00

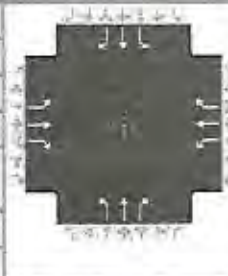
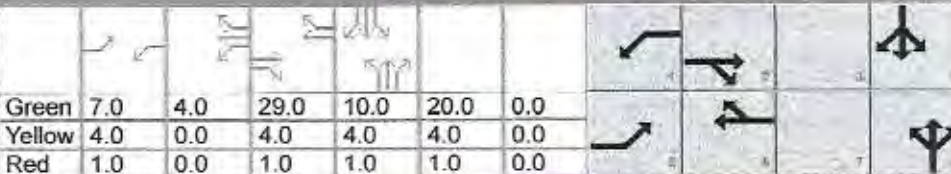
Movement Group Results

Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h	2	291	153	220	277	4	273	2	170	2	4	3
Adjusted Saturation Flow Rate (s), veh/h/ln	1767	1826	1369	1767	1826	1519	1598	1856	1514	1767	1856	1487
Queue Service Time (g_s), s	0.1	11.4	7.6	9.2	10.0	0.2	12.4	0.1	7.6	0.1	0.2	0.2
Cycle Queue Clearance Time (g_c), s	0.1	11.4	7.6	9.2	10.0	0.2	12.4	0.1	7.6	0.1	0.2	0.2
Green Ratio (g/C)	0.08	0.25	0.25	0.19	0.30	0.30	0.25	0.25	0.25	0.12	0.12	0.12
Capacity (c), veh/h	133	456	342	331	548	456	399	464	379	221	232	186
Volume-to-Capacity Ratio (X)	0.016	0.638	0.448	0.663	0.506	0.010	0.683	0.005	0.448	0.010	0.019	0.018
Back of Queue (Q), ft/ln (95 th percentile)	1.8	230.5	123.5	194.2	198.7	2.6	244.1	1.4	124.6	1.7	3.4	2.6
Back of Queue (Q), veh/ln (95 th percentile)	0.1	8.9	4.4	7.6	7.6	0.1	8.7	0.1	4.9	0.1	0.1	0.1
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	34.3	26.8	25.3	30.2	23.1	19.7	27.1	22.5	25.3	30.7	30.7	30.7
Incremental Delay (d_2), s/veh	0.0	2.3	0.3	3.9	0.3	0.0	3.9	0.0	0.3	0.0	0.0	0.0
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	34.3	29.1	25.7	34.1	23.4	19.7	31.1	22.5	25.6	30.7	30.7	30.7
Level of Service (LOS)	C	C	C	C	C	B	C	C	C	C	C	C
Approach Delay, s/veh / LOS	27.9	C		28.1	C		29.0	C		30.7	C	
Intersection Delay, s/veh / LOS	28.3						C					

Multimodal Results

	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.16	B	2.11	B	2.14	B	2.15	B
Bicycle LOS Score / LOS	1.22	A	1.31	A	1.22	A	0.50	A

HCS7 Signalized Intersection Results Summary

General Information						Intersection Information																					
Agency		Solaegui Engineers				Duration, h		0.250																			
Analyst		MSH		Analysis Date		May 19, 2021		Area Type		Other																	
Jurisdiction		NDOT		Time Period		PM Peak Hour		PHF		0.92																	
Urban Street				Analysis Year		2041 Base + Project		Analysis Period		1> 7:00																	
Intersection		Main & US-95A		File Name		MaUs41pw.xus																					
Project Description																											
Demand Information				EB			WB			NB			SB														
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R												
Demand (v), veh/h				1	544	285	275	411	5	294	5	191	12	5	3												
Signal Information																											
Cycle, s		90.0	Reference Phase													2											
Offset, s		0	Reference Point													End											
Uncoordinated		Yes	Simult. Gap E/W													On											
Force Mode				Fixed	Simult. Gap N/S	On	Green	7.0	4.0	29.0	10.0	20.0	0.0	Yellow	4.0	0.0	4.0	4.0	4.0	0.0	Red	1.0	0.0	1.0	1.0	1.0	0.0
Timer Results				EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT																
Assigned Phase				5	2	1	6		8		4																
Case Number				2.0	3.0	2.0	3.0		9.0		9.0																
Phase Duration, s				12.0	34.0	16.0	38.0		25.0		15.0																
Change Period, (Y+R c), s				5.0	5.0	0.0	5.0		5.0		5.0																
Max Allow Headway (MAH), s				3.3	3.2	3.3	3.2		3.4		3.3																
Queue Clearance Time (g s), s				2.1	31.0	17.1	20.5		19.5		2.6																
Green Extension Time (g e), s				0.0	0.0	0.0	2.8		0.1		0.0																
Phase Call Probability				1.00	1.00	1.00	1.00		1.00		1.00																
Max Out Probability				0.00	1.00	1.00	0.12		1.00		0.00																
Movement Group Results				EB			WB			NB			SB														
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R												
Assigned Movement				5	2	12	1	6	16	3	8	18	7	4	14												
Adjusted Flow Rate (v), veh/h				1	591	266	299	447	5	320	5	164	13	5	3												
Adjusted Saturation Flow Rate (s), veh/h/ln				1767	1826	1374	1767	1826	1523	1598	1856	1511	1767	1856	1481												
Queue Service Time (g s), s				0.1	29.0	14.7	15.1	18.5	0.2	17.5	0.2	8.5	0.6	0.2	0.2												
Cycle Queue Clearance Time (g c), s				0.1	29.0	14.7	15.1	18.5	0.2	17.5	0.2	8.5	0.6	0.2	0.2												
Green Ratio (g/C)				0.08	0.32	0.32	0.18	0.37	0.37	0.22	0.22	0.22	0.11	0.11	0.11												
Capacity (c), veh/h				137	588	443	314	669	558	355	412	336	196	206	165												
Volume-to-Capacity Ratio (X)				0.008	1.005	0.601	0.951	0.667	0.010	0.900	0.013	0.489	0.066	0.026	0.020												
Back of Queue (Q), ft/ln (95 th percentile)				1	672	239.6	379.6	334.1	3.3	393	4.2	144	12	5	3												
Back of Queue (Q), veh/ln (95 th percentile)				0.0	25.8	8.6	14.8	12.9	0.1	14.0	0.2	5.6	0.5	0.2	0.1												
Queue Storage Ratio (RQ) (95 th percentile)				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00												
Uniform Delay (d 1), s/veh				38.3	30.5	25.6	36.6	23.9	18.1	34.0	27.3	30.5	35.8	35.7	35.6												
Incremental Delay (d 2), s/veh				0.0	38.3	1.6	37.6	2.1	0.0	24.2	0.0	0.4	0.1	0.0	0.0												
Initial Queue Delay (d 3), s/veh				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0												
Control Delay (d), s/veh				38.3	68.8	27.3	74.2	26.0	18.1	58.2	27.3	31.0	35.9	35.7	35.7												
Level of Service (LOS)				D	F	C	E	C	B	E	C	C	D	D	D												
Approach Delay, s/veh / LOS				55.9		E	45.1		D	48.7		D	35.8		D												
Intersection Delay, s/veh / LOS				50.2						D																	
Multimodal Results				EB			WB			NB			SB														
Pedestrian LOS Score / LOS				2.17		B	2.10		B	2.15		B	2.18		B												
Bicycle LOS Score / LOS				1.90		B	1.73		B	1.29		A	0.52		A												

HCS7 Two-Way Stop-Control Report

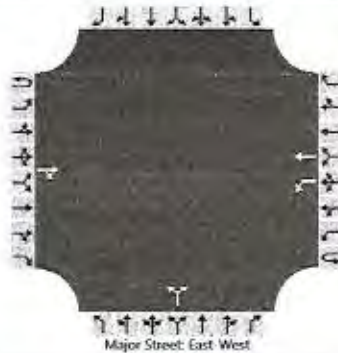
General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	AM Existing
Intersection Orientation	East-West
Project Description	

Site Information

Intersection	Main/Miller
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	Miller Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			217	16		11	382			71		15				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						12					93					
Capacity, c (veh/h)						1306					447					
v/c Ratio						0.01					0.21					
95% Queue Length, Q ₉₅ (veh)						0.0					0.8					
Control Delay (s/veh)						7.8					15.2					
Level of Service (LOS)						A					C					
Approach Delay (s/veh)						0.2					15.2					
Approach LOS											C					

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/Miller
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Main Street
Analysis Year	2021	North/South Street	Miller Lane
Time Analyzed	PM Existing	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description			

Site Information

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			532	72		21	405			44		19				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						23					68					
Capacity, c (veh/h)						926					271					
v/c Ratio						0.02					0.25					
95% Queue Length, Q ₉₅ (veh)						0.1					1.0					
Control Delay (s/veh)						9.0					22.7					
Level of Service (LOS)						A					C					
Approach Delay (s/veh)					0.4				22.7							
Approach LOS									C							

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	AM Existing + Project
Intersection Orientation	East-West
Project Description	

Site Information

Intersection	Main/Miller
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	Miller Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			303	21		11	460			77		15				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						12					100					
Capacity, c (veh/h)						1201					351					
v/c Ratio						0.01					0.29					
95% Queue Length, Q ₉₅ (veh)						0.0					1.2					
Control Delay (s/veh)						8.0					19.3					
Level of Service (LOS)						A					C					
Approach Delay (s/veh)						0.2					19.3					
Approach LOS											C					

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	PM Existing + Project
Intersection Orientation	East-West
Project Description	

Site Information

Intersection	Main/Miller
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	Miller Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			629	79		21	526			51		19				
Percent Heavy Vehicles (%)						3				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.42		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						23					76					
Capacity, c (veh/h)						840					195					
v/c Ratio						0.03					0.39					
95% Queue Length, Q ₉₅ (veh)						0.1					1.7					
Control Delay (s/veh)						9.4					34.7					
Level of Service (LOS)						A					D					
Approach Delay (s/veh)					0.4				34.7							
Approach LOS									D							

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base
Intersection Orientation	East-West
Project Description	

Site Information

Intersection	Main/Miller
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	Miller Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			285	21		14	502			93		20				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						15					123					
Capacity, c (veh/h)						1221					340					
v/c Ratio						0.01					0.36					
95% Queue Length, Q ₉₅ (veh)						0.0					1.6					
Control Delay (s/veh)						8.0					21.5					
Level of Service (LOS)						A					C					
Approach Delay (s/veh)						0.2					21.5					
Approach LOS											C					

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/Miller
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Main Street
Analysis Year	2041	North/South Street	Miller Lane
Time Analyzed	PM Base	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			699	95		28	533			58		25				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						30					90					
Capacity, c (veh/h)						775					170					
v/c Ratio						0.04					0.53					
95% Queue Length, Q ₉₅ (veh)						0.1					2.7					
Control Delay (s/veh)						9.8					47.9					
Level of Service (LOS)						A					E					
Approach Delay (s/veh)					0.5				47.9							
Approach LOS									E							

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base + Project
Intersection Orientation	East-West
Project Description	

Site Information

Intersection	Main/Miller
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	Miller Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			371	26		14	580			99		20				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						15				129						
Capacity, c (veh/h)						1123				266						
v/c Ratio						0.01				0.49						
95% Queue Length, Q ₉₅ (veh)						0.0				2.5						
Control Delay (s/veh)						8.3				30.8						
Level of Service (LOS)						A				D						
Approach Delay (s/veh)						0.2				30.8						
Approach LOS										D						

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base + Project
Intersection Orientation	East-West
Project Description	

Site Information

Intersection	Main/Miller
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	Miller Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			796	102		28	651			65		25				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						30					98					
Capacity, c (veh/h)						703					121					
v/c Ratio						0.04					0.81					
95% Queue Length, Q ₉₅ (veh)						0.1					4.8					
Control Delay (s/veh)						10.4					103.5					
Level of Service (LOS)						B					F					
Approach Delay (s/veh)						0.4					103.5					
Approach LOS											F					

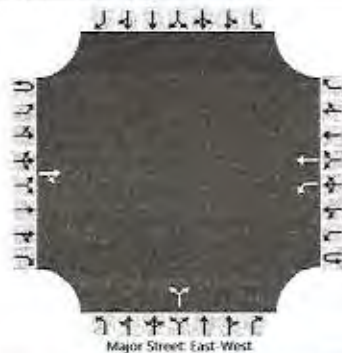
HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/Truckee
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Main Street
Analysis Year	2021	North/South Street	Truckee Lane
Time Analyzed	AM Existing	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description			

Site Information

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			196	3		16	473			3		37				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						17					43					
Capacity, c (veh/h)						1348					752					
v/c Ratio						0.01					0.06					
95% Queue Length, Q ₉₅ (veh)						0.0					0.2					
Control Delay (s/veh)						7.7					10.1					
Level of Service (LOS)						A					B					
Approach Delay (s/veh)						0.3					10.1					
Approach LOS											B					

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	PM Existing
Intersection Orientation	East-West
Project Description	

Site Information

Intersection	Main/Truckee
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	Truckee Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			581	9		3	409			5		17				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						3					24					
Capacity, c (veh/h)						938					387					
v/c Ratio						0.00					0.06					
95% Queue Length, Q ₉₅ (veh)						0.0					0.2					
Control Delay (s/veh)						8.8					14.9					
Level of Service (LOS)						A					B					
Approach Delay (s/veh)							0.1				14.9					
Approach LOS											B					

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	AM Existing + Project
Intersection Orientation	East-West
Project Description	

Site Information

Intersection	Main/Truckee-Access
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	Truckee Lane-East Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	1	1	0		0	1	0		0	1	0
Configuration		L		TR		L		TR			LTR				LTR	
Volume (veh/h)		10	259	3		16	532	25		3	3	37		28	3	9
Percent Heavy Vehicles (%)		3				3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.13				4.13				7.13	6.53	6.23		7.13	6.53	6.23
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		11				17					47				43		
Capacity, c (veh/h)		968				1272					582				254		
v/c Ratio		0.01				0.01					0.08				0.17		
95% Queue Length, Q ₉₅ (veh)		0.0				0.0					0.3				0.6		
Control Delay (s/veh)		8.8				7.9					11.7				22.1		
Level of Service (LOS)		A				A					B				C		
Approach Delay (s/veh)		0.3				0.2				11.7				22.1			
Approach LOS										B				C			

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/Truckee Access
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Main Street
Analysis Year	2021	North/South Street	Truckee Lane-East Access
Time Analyzed	PM Existing + Project	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description			

Site Information

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	1	1	0		0	1	0		0	1	0
Configuration		L		TR		L		TR			LTR				LTR	
Volume (veh/h)		35	627	9		31	482	51		4	5	25		58	2	27
Percent Heavy Vehicles (%)		3				3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.13				4.13				7.13	6.53	6.23		7.13	6.53	6.23
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		38				34					37				95					
Capacity, c (veh/h)		990				899					254				136					
v/c Ratio		0.04				0.04					0.15				0.70					
95% Queue Length, Q ₉₅ (veh)		0.1				0.1					0.5				3.9					
Control Delay (s/veh)		8.8				9.2					21.6				77.3					
Level of Service (LOS)		A				A					C				F					
Approach Delay (s/veh)	0.5					0.5					21.6					77.3				
Approach LOS											C					F				

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base
Intersection Orientation	East-West
Project Description	

Site Information

Intersection	Main/Truckee
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	Truckee Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			258	4		21	622			4		49				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)					4.1				7.1		6.2					
Critical Headway (sec)					4.13				6.43		6.23					
Base Follow-Up Headway (sec)					2.2				3.5		3.3					
Follow-Up Headway (sec)					2.23				3.53		3.33					

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)					23					58						
Capacity, c (veh/h)					1272					660						
v/c Ratio					0.02					0.09						
95% Queue Length, Q ₉₅ (veh)					0.1					0.3						
Control Delay (s/veh)					7.9					11.0						
Level of Service (LOS)					A					B						
Approach Delay (s/veh)					0.3				11.0							
Approach LOS									B							

HC57 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base
Intersection Orientation	East-West
Project Description	

Site Information

Intersection	Main/Truckee
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	Truckee Lane
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		0	1	0		0	0	0
Configuration				TR		L	T				LR					
Volume (veh/h)			764	12		41	536			5		33				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						45					41					
Capacity, c (veh/h)						788					291					
v/c Ratio						0.06					0.14					
95% Queue Length, Q_{95} (veh)						0.2					0.5					
Control Delay (s/veh)						9.8					19.4					
Level of Service (LOS)						A					C					
Approach Delay (s/veh)						0.7					19.4					
Approach LOS											C					

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/Truckee-Access
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Main Street
Analysis Year	2041	North/South Street	Truckee Lane-East Access
Time Analyzed	AM Base + Project	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	1	1	0		0	1	0		0	1	0
Configuration		L		TR		L		TR			LTR				LTR	
Volume (veh/h)		10	321	4		21	681	25		4	3	49		28	3	9
Percent Heavy Vehicles (%)		3				3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.13				4.13				7.13	6.53	6.23		7.13	6.53	6.23
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		11				23					61					43	
Capacity, c (veh/h)		842				1200					495					171	
v/c Ratio		0.01				0.02					0.12					0.25	
95% Queue Length, Q ₉₅ (veh)		0.0				0.1					0.4					1.0	
Control Delay (s/veh)		9.3				8.1					13.3					33.1	
Level of Service (LOS)		A				A					B					D	
Approach Delay (s/veh)		0.3				0.2				13.3				33.1			
Approach LOS										B				D			

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base + Project
Intersection Orientation	East-West
Project Description	

Site Information

Intersection	Main/Truckee-Access
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	Truckee Lane-East Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	1	1	0		0	1	0		0	1	0
Configuration		L		TR		L		TR			LTR				LTR	
Volume (veh/h)		35	810	12		41	610	51		5	5	33		58	2	27
Percent Heavy Vehicles (%)		3				3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized																
Median Type Storage																

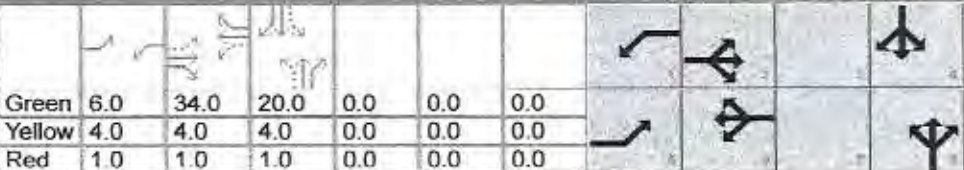
Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.13				4.13				7.13	6.53	6.23		7.13	6.53	6.23
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

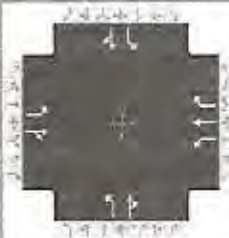
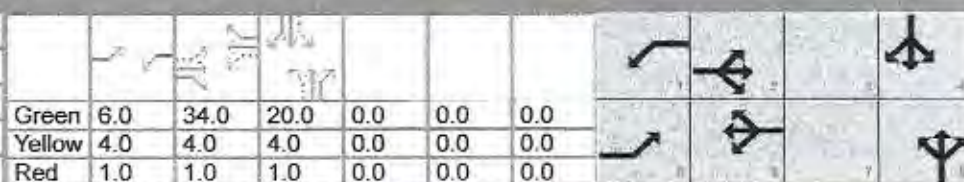
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		38				45					47				95	
Capacity, c (veh/h)		878				755					169				71	
v/c Ratio		0.04				0.06					0.28				1.33	
95% Queue Length, Q ₉₅ (veh)		0.1				0.2					1.1				7.6	
Control Delay (s/veh)		9.3				10.1					34.2				320.0	
Level of Service (LOS)		A				B					D				F	
Approach Delay (s/veh)	0.4				0.6				34.2				320.0			
Approach LOS									D				F			

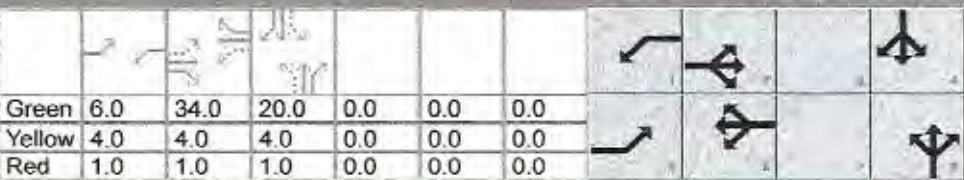
HCS7 Signalized Intersection Results Summary

General Information						Intersection Information													
Agency		Solaegui Engineers				Duration, h		0.250											
Analyst		MSH		Analysis Date		May 19, 2021		Area Type		Other									
Jurisdiction		NDOT		Time Period		AM Peak Hour		PHF		0.92									
Urban Street				Analysis Year		Existing + Project		Analysis Period		1> 7:00									
Intersection		Main & Truckee-East Dri...		File Name		MaTr21aw.xus													
Project Description																			
Demand Information						EB			WB			NB			SB				
Approach Movement						L	T	R	L	T	R	L	T	R	L	T	R		
Demand (v), veh/h						10	196	3	16	532	25	3	3	37	91	3	9		
Signal Information																			
Cycle, s	75.0	Reference Phase	2																
Offset, s	0	Reference Point	End																
Uncoordinated	Yes	Simult. Gap E/W	On																
Force Mode	Fixed	Simult. Gap N/S	On																
						Green	6.0	34.0	20.0	0.0	0.0	0.0							
						Yellow	4.0	4.0	4.0	0.0	0.0	0.0							
						Red	1.0	1.0	1.0	0.0	0.0	0.0							
Timer Results						EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT						
Assigned Phase						5	2	1	6	8		4							
Case Number						1.1	4.0	1.1	3.0	6.0		6.0							
Phase Duration, s						11.0	39.0	11.0	39.0	25.0		25.0							
Change Period, (Y+R c), s						5.0	5.0	5.0	5.0	5.0		5.0							
Max Allow Headway (MAH), s						3.3	3.2	3.3	3.2	3.4		3.4							
Queue Clearance Time (g s), s						2.2	7.5	2.3	21.0	3.6		8.1							
Green Extension Time (g e), s						0.0	1.8	0.0	1.6	0.3		0.2							
Phase Call Probability						1.00	1.00	1.00	1.00	1.00		1.00							
Max Out Probability						0.29	0.00	0.43	0.02	0.00		0.00							
Movement Group Results						EB			WB			NB			SB				
Approach Movement						L	T	R	L	T	R	L	T	R	L	T	R		
Assigned Movement						5	2	12	1	6	16	3	8	18	7	4	14		
Adjusted Flow Rate (v), veh/h						11	216		17	578	27	3	43		99	13			
Adjusted Saturation Flow Rate (s), veh/h/ln						1767	1820		1767	1826	1526	1377	1537		1341	1588			
Queue Service Time (g s), s						0.2	5.5		0.3	19.0	0.7	0.1	1.6		4.5	0.5			
Cycle Queue Clearance Time (g c), s						0.2	5.5		0.3	19.0	0.7	0.6	1.6		6.1	0.5			
Green Ratio (g/C)						0.53	0.45		0.53	0.45	0.45	0.27	0.27		0.27	0.27			
Capacity (c), veh/h						381	825		645	828	692	455	410		425	424			
Volume-to-Capacity Ratio (X)						0.029	0.262		0.027	0.699	0.039	0.007	0.106		0.233	0.031			
Back of Queue (Q), ft/ln (95 th percentile)						3.6	100.8		5.7	324.6	11.2	1.9	26.2		64.9	7.7			
Back of Queue (Q), veh/ln (95 th percentile)						0.1	3.9		0.2	12.5	0.4	0.1	1.0		2.5	0.3			
Queue Storage Ratio (RQ) (95 th percentile)						0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00			
Uniform Delay (d 1), s/veh						11.2	12.7		8.6	16.4	11.4	20.6	20.8		23.1	20.3			
Incremental Delay (d 2), s/veh						0.0	0.1		0.0	2.2	0.0	0.0	0.0		0.1	0.0			
Initial Queue Delay (d 3), s/veh						0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0			
Control Delay (d), s/veh						11.2	12.8		8.6	18.6	11.4	20.6	20.8		23.2	20.3			
Level of Service (LOS)						B	B		A	B	B	C	C		C	C			
Approach Delay, s/veh / LOS						12.7		B	18.0		B	20.8		C	22.8		C		
Intersection Delay, s/veh / LOS						17.5						B							
Multimodal Results						EB			WB			NB			SB				
Pedestrian LOS Score / LOS						1.89		B	1.89		B	2.11		B	1.92		B		
Bicycle LOS Score / LOS						0.86		A	1.52		B	0.56		A	0.67		A		

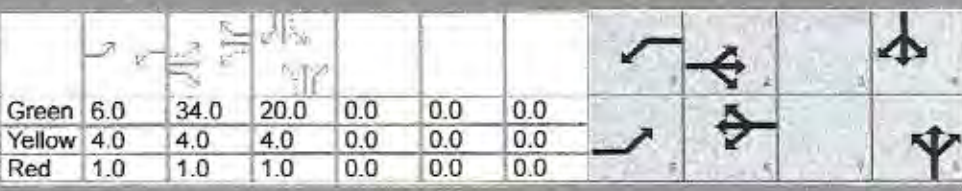
HCS7 Signalized Intersection Results Summary

General Information					Intersection Information											
Agency	Solaegui Engineers				Duration, h		0.250									
Analyst	MSH		Analysis Date	May 19, 2021		Area Type		Other								
Jurisdiction	NDOT		Time Period	PM Peak Hour		PHF		0.92								
Urban Street			Analysis Year	Existing + Project		Analysis Period		1> 7:00								
Intersection	Main & Truckee-East Dri...		File Name	MaTr21pw.xus												
Project Description																
Demand Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h					35	530	9	31	482	51	4	5	25	155	2	27
Signal Information																
Cycle, s	75.0	Reference Phase	2													
Offset, s	0	Reference Point	End													
Uncoordinated	Yes	Simult. Gap E/W	On													
Force Mode	Fixed	Simult. Gap N/S	On													
					Green	6.0	34.0	20.0	0.0	0.0	0.0					
					Yellow	4.0	4.0	4.0	0.0	0.0	0.0					
					Red	1.0	1.0	1.0	0.0	0.0	0.0					
Timer Results					EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase					5	2	1	6		8		4				
Case Number					1.1	4.0	1.1	3.0		6.0		6.0				
Phase Duration, s					11.0	39.0	11.0	39.0		25.0		25.0				
Change Period, (Y+R c), s					5.0	5.0	5.0	5.0		5.0		5.0				
Max Allow Headway (MAH), s					3.3	3.2	3.3	3.2		3.4		3.4				
Queue Clearance Time (g s), s					2.8	21.5	2.7	18.5		3.3		11.2				
Green Extension Time (g e), s					0.0	2.4	0.0	2.5		0.4		0.3				
Phase Call Probability					1.00	1.00	1.00	1.00		1.00		1.00				
Max Out Probability					1.00	0.08	0.88	0.04		0.00		0.01				
Movement Group Results					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement					5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h					38	586		34	524	55	4	33		168	32	
Adjusted Saturation Flow Rate (s), veh/h/ln					1767	1819		1767	1826	1526	1355	1563		1354	1535	
Queue Service Time (g s), s					0.8	19.5		0.7	16.5	1.5	0.2	1.2		8.0	1.2	
Cycle Queue Clearance Time (g c), s					0.8	19.5		0.7	16.5	1.5	1.3	1.2		9.2	1.2	
Green Ratio (g/C)					0.53	0.45		0.53	0.45	0.45	0.27	0.27		0.27	0.27	
Capacity (c), veh/h					418	825		375	828	692	436	417		436	409	
Volume-to-Capacity Ratio (X)					0.091	0.710		0.090	0.633	0.080	0.010	0.078		0.387	0.077	
Back of Queue (Q), ft/ln (95 th percentile)					12.7	331.9		11.2	283.9	23.2	2.6	19.5		115.9	18.8	
Back of Queue (Q), veh/ln (95 th percentile)					0.5	12.8		0.4	10.9	0.9	0.1	0.8		4.5	0.7	
Queue Storage Ratio (RQ) (95 th percentile)					0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Uniform Delay (d 1), s/veh					10.7	16.5		11.5	15.7	11.6	21.1	20.6		24.0	20.6	
Incremental Delay (d 2), s/veh					0.0	2.5		0.0	1.2	0.0	0.0	0.0		0.2	0.0	
Initial Queue Delay (d 3), s/veh					0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (d), s/veh					10.8	19.0		11.6	16.9	11.6	21.1	20.6		24.2	20.6	
Level of Service (LOS)					B	B		B	B	B	C	C		C	C	
Approach Delay, s/veh / LOS					18.5	B		16.2	B		20.7	C		23.7	C	
Intersection Delay, s/veh / LOS					18.3						B					
Multimodal Results					EB			WB			NB			SB		
Pedestrian LOS Score / LOS					1.89	B		1.89	B		2.11	B		1.92	B	
Bicycle LOS Score / LOS					1.52	B		1.50	A		0.55	A		0.82	A	

HCS7 Signalized Intersection Results Summary

General Information					Intersection Information											
Agency	Solaegui Engineers				Duration, h	0.250										
Analyst	MSH	Analysis Date	May 19, 2021		Area Type	Other										
Jurisdiction	NDOT	Time Period	AM Peak Hour		PHF	0.92										
Urban Street		Analysis Year	2041 Base + Project		Analysis Period	1> 7:00										
Intersection	Main & Truckee-East Dri...	File Name	MaTr41aw.xus													
Project Description																
Demand Information					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h					10	258	4	21	681	25	4	3	49	91	3	9
Signal Information																
Cycle, s	75.0	Reference Phase	2													
Offset, s	0	Reference Point	End													
Uncoordinated	Yes	Simult. Gap E/W	On													
Force Mode	Fixed	Simult. Gap N/S	On													
					Green	6.0	34.0	20.0	0.0	0.0	0.0	0.0				
					Yellow	4.0	4.0	4.0	0.0	0.0	0.0	0.0				
					Red	1.0	1.0	1.0	0.0	0.0	0.0	0.0				
Timer Results					EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase					5	2	1	6		8		4				
Case Number					1.1	4.0	1.1	3.0		6.0		6.0				
Phase Duration, s					11.0	39.0	11.0	39.0		25.0		25.0				
Change Period, (Y+R _c), s					5.0	5.0	5.0	5.0		5.0		5.0				
Max Allow Headway (MAH), s					3.3	3.2	3.3	3.2		3.4		3.4				
Queue Clearance Time (g _s), s					2.2	9.6	2.5	30.0		4.1		8.7				
Green Extension Time (g _e), s					0.0	2.4	0.0	1.2		0.3		0.3				
Phase Call Probability					1.00	1.00	1.00	1.00		1.00		1.00				
Max Out Probability					0.29	0.00	0.56	0.77		0.00		0.00				
Movement Group Results					EB			WB			NB			SB		
Approach Movement					L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement					5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h					11	285		23	740	27	4	57		99	13	
Adjusted Saturation Flow Rate (s), veh/h/ln					1767	1820		1767	1826	1526	1377	1532		1325	1588	
Queue Service Time (g _s), s					0.2	7.6		0.5	28.0	0.7	0.2	2.1		4.6	0.5	
Cycle Queue Clearance Time (g _c), s					0.2	7.6		0.5	28.0	0.7	0.6	2.1		6.7	0.5	
Green Ratio (g/C)					0.53	0.45		0.53	0.45	0.45	0.27	0.27		0.27	0.27	
Capacity (c), veh/h					276	825		591	828	692	455	409		412	424	
Volume-to-Capacity Ratio (X)					0.039	0.345		0.039	0.894	0.039	0.010	0.138		0.240	0.031	
Back of Queue (Q), ft/ln (95 th percentile)					3.6	138.7		7.5	510.3	11.2	2.6	34.4		65.7	7.7	
Back of Queue (Q), veh/ln (95 th percentile)					0.1	5.3		0.3	19.6	0.4	0.1	1.3		2.6	0.3	
Queue Storage Ratio (RQ) (95 th percentile)					0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Uniform Delay (d ₁), s/veh					14.3	13.3		8.9	18.8	11.4	20.6	20.9		23.5	20.3	
Incremental Delay (d ₂), s/veh					0.0	0.1		0.0	11.9	0.0	0.0	0.1		0.1	0.0	
Initial Queue Delay (d ₃), s/veh					0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (d), s/veh					14.3	13.4		8.9	30.7	11.4	20.6	21.0		23.6	20.3	
Level of Service (LOS)					B	B		A	C	B	C	C		C	C	
Approach Delay, s/veh / LOS					13.4	B		29.4	C		21.0	C		23.2	C	
Intersection Delay, s/veh / LOS					24.7						C					
Multimodal Results					EB			WB			NB			SB		
Pedestrian LOS Score / LOS					1.89	B		1.89	B		2.11	B		1.92	B	
Bicycle LOS Score / LOS					0.98	A		1.79	B		0.59	A		0.67	A	

HCS7 Signalized Intersection Results Summary

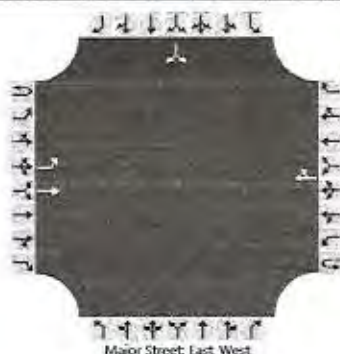
General Information					Intersection Information										
Agency	Solaegui Engineers					Duration, h	0.250								
Analyst	MSH		Analysis Date	May 19, 2021		Area Type	Other								
Jurisdiction	NDOT		Time Period	PM Peak Hour		PHF	0.92								
Urban Street			Analysis Year	2041 Base + Project		Analysis Period	1> 7:00								
Intersection	Main & Truckee-East Dri...		File Name	MaTr41pw.xus											
Project Description															
Demand Information				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h				35	713	12	41	610	51	5	5	33	155	2	27
Signal Information															
Cycle, s	75.0	Reference Phase	2												
Offset, s	0	Reference Point	End												
Uncoordinated	Yes	Simult. Gap E/W	On												
Force Mode	Fixed	Simult. Gap N/S	On												
				Green	6.0	34.0	20.0	0.0	0.0	0.0					
				Yellow	4.0	4.0	4.0	0.0	0.0	0.0					
				Red	1.0	1.0	1.0	0.0	0.0	0.0					
Timer Results				EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase				5	2	1	6		8		4				
Case Number				1.1	4.0	1.1	3.0		6.0		6.0				
Phase Duration, s				11.0	39.0	11.0	39.0		25.0		25.0				
Change Period, (Y+R c), s				5.0	5.0	5.0	5.0		5.0		5.0				
Max Allow Headway (MAH), s				3.3	3.2	3.3	3.2		3.4		3.4				
Queue Clearance Time (g s), s				2.8	33.3	2.9	25.4		3.5		11.6				
Green Extension Time (g e), s				0.0	0.4	0.0	2.9		0.5		0.3				
Phase Call Probability				1.00	1.00	1.00	1.00		1.00		1.00				
Max Out Probability				1.00	1.00	1.00	0.36		0.00		0.02				
Movement Group Results				EB			WB			NB			SB		
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement				5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (v), veh/h				38	788		45	663	55	5	41		168	32	
Adjusted Saturation Flow Rate (s), veh/h/ln				1767	1819		1767	1826	1526	1355	1553		1343	1535	
Queue Service Time (g s), s				0.8	31.3		0.9	23.4	1.5	0.2	1.5		8.1	1.2	
Cycle Queue Clearance Time (g c), s				0.8	31.3		0.9	23.4	1.5	1.4	1.5		9.6	1.2	
Green Ratio (g/C)				0.53	0.45		0.53	0.45	0.45	0.27	0.27		0.27	0.27	
Capacity (c), veh/h				325	825		243	828	692	436	414		427	409	
Volume-to-Capacity Ratio (X)				0.117	0.955		0.183	0.801	0.080	0.012	0.100		0.394	0.077	
Back of Queue (Q), ft/ln (95 th percentile)				12.8	615.1		15.1	404.2	23.2	3.3	24.8		117	18.8	
Back of Queue (Q), veh/ln (95 th percentile)				0.5	23.7		0.6	15.5	0.9	0.1	1.0		4.6	0.7	
Queue Storage Ratio (RQ) (95 th percentile)				0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Uniform Delay (d 1), s/veh				12.9	19.8		16.0	17.6	11.6	21.1	20.7		24.3	20.6	
Incremental Delay (d 2), s/veh				0.1	21.0		0.1	5.2	0.0	0.0	0.0		0.2	0.0	
Initial Queue Delay (d 3), s/veh				0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (d), s/veh				12.9	40.8		16.2	22.8	11.6	21.1	20.8		24.6	20.6	
Level of Service (LOS)				B	D		B	C	B	C	C		C	C	
Approach Delay, s/veh / LOS				39.5		D	21.6		C	20.8		C	23.9		C
Intersection Delay, s/veh / LOS				29.9						C					
Multimodal Results				EB			WB			NB			SB		
Pedestrian LOS Score / LOS				1.89		B	1.89		B	2.11		B	1.92		B
Bicycle LOS Score / LOS				1.85		B	1.75		B	0.56		A	0.82		A

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/West Access
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Main Street
Analysis Year	2021	North/South Street	West Access
Time Analyzed	AM Existing + Project	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		L	T					TR							LR	
Volume (veh/h)		50	212				494	59						63		62
Percent Heavy Vehicles (%)		3												3		3
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.13												6.43		6.23
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.23												3.53		3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		54													136	
Capacity, c (veh/h)		971													369	
v/c Ratio		0.06													0.37	
95% Queue Length, Q ₉₅ (veh)		0.2													1.7	
Control Delay (s/veh)		8.9													20.3	
Level of Service (LOS)		A													C	
Approach Delay (s/veh)		1.7													20.3	
Approach LOS															C	

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/West Access
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Main Street
Analysis Year	2021	North/South Street	West Access
Time Analyzed	PM Existing + Project	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description			

Site Information

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		L	T					TR							LR	
Volume (veh/h)		107	560				407	108						97		82
Percent Heavy Vehicles (%)		3												3		3
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type Storage					Undivided											

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.13												6.43		6.23
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.23												3.53		3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		116													195	
Capacity, c (veh/h)		1006													223	
v/c Ratio		0.12													0.87	
95% Queue Length, Q ₉₅ (veh)		0.4													6.9	
Control Delay (s/veh)		9.0													76.8	
Level of Service (LOS)		A													F	
Approach Delay (s/veh)	1.5												76.8			
Approach LOS													F			

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/West Access
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Main Street
Analysis Year	2041	North/South Street	West Access
Time Analyzed	AM Base + Project	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		L	T					TR							LR	
Volume (veh/h)		50	276				647	59						63		62
Percent Heavy Vehicles (%)		3												3		3
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.13												6.43		6.23
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.23												3.53		3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		54													136	
Capacity, c (veh/h)		842													275	
v/c Ratio		0.06													0.49	
95% Queue Length, Q ₉₅ (veh)		0.2													2.6	
Control Delay (s/veh)		9.6													30.2	
Level of Service (LOS)		A													D	
Approach Delay (s/veh)		1.5												30.2		
Approach LOS															D	

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/West Access
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Main Street
Analysis Year	2041	North/South Street	West Access
Time Analyzed	PM Base + Project	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		L	T					TR							LR	
Volume (veh/h)		107	741				538	108						97		82
Percent Heavy Vehicles (%)		3												3		3
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized																
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.13												6.43		6.23
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.23												3.53		3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		116													195	
Capacity, c (veh/h)		891													143	
v/c Ratio		0.13													1.36	
95% Queue Length, Q ₉₅ (veh)		0.4													12.4	
Control Delay (s/veh)		9.6													260.6	
Level of Service (LOS)		A													F	
Approach Delay (s/veh)		1.2												260.6		
Approach LOS															F	

HC57 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/West Access
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Main Street
Analysis Year	2021	North/South Street	West Access
Time Analyzed	AM Existing + Project	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	No SBL		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	0	1
Configuration		L	T					TR								R
Volume (veh/h)		50	212				494	59								62
Percent Heavy Vehicles (%)		3														3
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized														No		
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1														6.2
Critical Headway (sec)		4.13														6.23
Base Follow-Up Headway (sec)		2.2														3.3
Follow-Up Headway (sec)		2.23														3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		54														67
Capacity, c (veh/h)		971														520
v/c Ratio		0.06														0.13
95% Queue Length, Q ₉₅ (veh)		0.2														0.4
Control Delay (s/veh)		8.9														13.0
Level of Service (LOS)		A														B
Approach Delay (s/veh)		1.7												13.0		
Approach LOS														B		

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	PM Existing + Project
Intersection Orientation	East-West
Project Description	No SBL

Site Information

Intersection	Main/West Access
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	West Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	0	1
Configuration		L	T					TR								R
Volume (veh/h)		107	560				407	108								82
Percent Heavy Vehicles (%)		3														3
Proportion Time Blocked																
Percent Grade (%)															0	
Right Turn Channelized															No	
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1														6.2
Critical Headway (sec)		4.13														6.23
Base Follow-Up Headway (sec)		2.2														3.3
Follow-Up Headway (sec)		2.23														3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		116														89
Capacity, c (veh/h)		1006														568
v/c Ratio		0.12														0.16
95% Queue Length, Q ₉₅ (veh)		0.4														0.6
Control Delay (s/veh)		9.0														12.5
Level of Service (LOS)		A														B
Approach Delay (s/veh)			1.5												12.5	
Approach LOS																B

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/West Access
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Main Street
Analysis Year	2041	North/South Street	West Access
Time Analyzed	AM Base + Project	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	No SBL		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	0	1
Configuration		L	T					TR								R
Volume (veh/h)		50	276				647	59								62
Percent Heavy Vehicles (%)		3														3
Proportion Time Blocked																
Percent Grade (%)															0	
Right Turn Channelized															No	
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1														6.2
Critical Headway (sec)		4.13														6.23
Base Follow-Up Headway (sec)		2.2														3.3
Follow-Up Headway (sec)		2.23														3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		54														67
Capacity, c (veh/h)		842														418
v/c Ratio		0.06														0.16
95% Queue Length, Q ₉₅ (veh)		0.2														0.6
Control Delay (s/veh)		9.6														15.3
Level of Service (LOS)		A														C
Approach Delay (s/veh)			1.5												15.3	
Approach LOS																C

HCS7 Two-Way Stop-Control Report

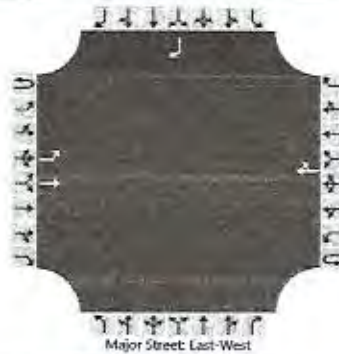
General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base + Project
Intersection Orientation	East-West
Project Description	No SBL

Site Information

Intersection	Main/West Access
Jurisdiction	NDOT
East/West Street	Main Street
North/South Street	West Access
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		0	0	1
Configuration		L	T					TR								R
Volume (veh/h)		107	741				538	108								82
Percent Heavy Vehicles (%)		3														3
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized														No		
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1														6.2
Critical Headway (sec)		4.13														6.23
Base Follow-Up Headway (sec)		2.2														3.3
Follow-Up Headway (sec)		2.23														3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		116														89
Capacity, c (veh/h)		891														471
v/c Ratio		0.13														0.19
95% Queue Length, Q ₉₅ (veh)		0.4														0.7
Control Delay (s/veh)		9.6														14.4
Level of Service (LOS)		A														B
Approach Delay (s/veh)		1.2												14.4		
Approach LOS														B		

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	AM Existing
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Mesa
Jurisdiction	NDOT
East/West Street	Mesa Drive
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		16		32						13	472				170	10
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No												No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		17		35						14						
Capacity, c (veh/h)		386		855						1371						
v/c Ratio		0.05		0.04						0.01						
95% Queue Length, Q ₉₅ (veh)		0.1		0.1						0.0						
Control Delay (s/veh)		14.8		9.4						7.7						
Level of Service (LOS)		B		A						A						
Approach Delay (s/veh)	11.2								0.2							
Approach LOS	B															

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/Mesa
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Mesa Drive
Analysis Year	2021	North/South Street	Main Street
Time Analyzed	PM Existing	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		5		18						18	396				558	28
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No												No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		5		20						20						
Capacity, c (veh/h)		237		495						942						
v/c Ratio		0.02		0.04						0.02						
95% Queue Length, Q ₉₅ (veh)		0.1		0.1						0.1						
Control Delay (s/veh)		20.6		12.6						8.9						
Level of Service (LOS)		C		B						A						
Approach Delay (s/veh)		14.3								0.4						
Approach LOS		B														

HCS7 Two-Way Stop-Control Report

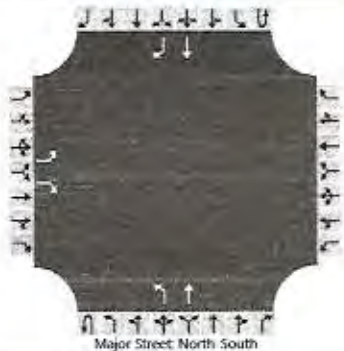
General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	AM Existing + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Mesa
Jurisdiction	NDOT
East/West Street	Mesa Drive
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		16		34						15	541				228	10
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No												No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		17		37						16						
Capacity, c (veh/h)		317		788						1300						
v/c Ratio		0.05		0.05						0.01						
95% Queue Length, Q ₉₅ (veh)		0.2		0.1						0.0						
Control Delay (s/veh)		17.0		9.8						7.8						
Level of Service (LOS)		C		A						A						
Approach Delay (s/veh)		12.1								0.2						
Approach LOS		B														

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	PM Existing+ Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Mesa
Jurisdiction	NDOT
East/West Street	Mesa Drive
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		5		20						22	467				647	28
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No												No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		5		22						24						
Capacity, c (veh/h)		182		436						867						
v/c Ratio		0.03		0.05						0.03						
95% Queue Length, Q ₉₅ (veh)		0.1		0.2						0.1						
Control Delay (s/veh)		25.3		13.7						9.3						
Level of Service (LOS)		D		B						A						
Approach Delay (s/veh)		16.0								0.4						
Approach LOS		C														

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Mesa
Jurisdiction	NDOT
East/West Street	Mesa Drive
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		1	0	1		0	0	0		1	1	0		0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		21		42						17	621				224	13
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized		No											No			
Median Type Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		23		46						18						
Capacity, c (veh/h)		281		793						1301						
v/c Ratio		0.08		0.06						0.01						
95% Queue Length, Q ₉₅ (veh)		0.3		0.2						0.0						
Control Delay (s/veh)		18.9		9.8						7.8						
Level of Service (LOS)		C		A						A						
Approach Delay (s/veh)		12.9								0.2						
Approach LOS		B														

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Mesa
Jurisdiction	NDOT
East/West Street	Mesa Drive
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		7		24						24	521				733	37
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No												No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		8		26						26						
Capacity, c (veh/h)		146		385						793						
v/c Ratio		0.05		0.07						0.03						
95% Queue Length, Q ₉₅ (veh)		0.2		0.2						0.1						
Control Delay (s/veh)		31.1		15.0						9.7						
Level of Service (LOS)		D		C						A						
Approach Delay (s/veh)	18.6								0.4							
Approach LOS	C															

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Mesa
Jurisdiction	NDOT
East/West Street	Mesa Drive
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		21		44						19	690				282	13
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No												No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		23		48						21						
Capacity, c (veh/h)		231		731						1234						
v/c Ratio		0.10		0.07						0.02						
95% Queue Length, Q ₉₅ (veh)		0.3		0.2						0.1						
Control Delay (s/veh)		22.3		10.3						8.0						
Level of Service (LOS)		C		B						A						
Approach Delay (s/veh)	14.2								0.2							
Approach LOS	B															

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Mesa
Jurisdiction	NDOT
East/West Street	Mesa Drive
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	4	5	6
Number of Lanes		1	0	1		0	0	0	0	1	1	0	0	0	1	1
Configuration		L		R						L	T				T	R
Volume (veh/h)		7		26						28	592				822	37
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized	No												No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		8		28						30						
Capacity, c (veh/h)		112		339						729						
v/c Ratio		0.07		0.08						0.04						
95% Queue Length, Q ₉₅ (veh)		0.2		0.3						0.1						
Control Delay (s/veh)		39.6		16.6						10.2						
Level of Service (LOS)		E		C						B						
Approach Delay (s/veh)	21.5								0.5							
Approach LOS	C															

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	AM Existing
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Logan-Pilot
Jurisdiction	NDOT
East/West Street	Logan Lane-Pilot Road
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	1	0		1	1	0	0	1	1	0	0	1	1	1
Configuration			LTR			L		TR		L		TR		L	T	R
Volume (veh/h)		169	3	28		5	4	8		41	428	19		18	147	136
Percent Heavy Vehicles (%)		25	3	3		3	3	3		3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.35	6.53	6.23		7.13	6.53	6.23		4.13				4.13		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.73	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			217			5		13		45				20		
Capacity, c (veh/h)			301			255		775		1247				1072		
v/c Ratio			0.72			0.02		0.02		0.04				0.02		
95% Queue Length, Q ₉₅ (veh)			5.2			0.1		0.1		0.1				0.1		
Control Delay (s/veh)			42.6			19.4		9.7		8.0				8.4		
Level of Service (LOS)			E			C		A		A				A		
Approach Delay (s/veh)	42.6				12.6				0.7				0.5			
Approach LOS	E				B											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/Logan-Pilot
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Logan Lane-Pilot Road
Analysis Year	2021	North/South Street	Main Street
Time Analyzed	PM Existing	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

Site Information

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		1	1	0	0	1	1	0	0	1	1	1
Configuration			LTR			L		TR		L		TR		L	T	R
Volume (veh/h)		179	3	75		24	5	14		56	335	10		15	487	183
Percent Heavy Vehicles (%)		25	3	3		3	3	3		3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.35	6.53	6.23		7.13	6.53	6.23		4.13				4.13		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.73	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			279			26		21		61				16		
Capacity, c (veh/h)			205			128		598		871				1178		
v/c Ratio			1.37			0.20		0.03		0.07				0.01		
95% Queue Length, Q ₉₅ (veh)			15.9			0.7		0.1		0.2				0.0		
Control Delay (s/veh)			237.5			40.2		11.2		9.4				8.1		
Level of Service (LOS)			F			E		B		A				A		
Approach Delay (s/veh)	237.5				27.4				1.3				0.2			
Approach LOS	F				D											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	AM Existing + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Logan-Pilot
Jurisdiction	NDOT
East/West Street	Logan Lane-Pilot Road
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	1	0		1	1	0	0	1	1	0	0	1	1	1
Configuration			LTR			L		TR		L		TR		L	T	R
Volume (veh/h)		169	3	39		6	4	8		43	494	20		18	203	136
Percent Heavy Vehicles (%)		25	3	3		3	3	3		3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.35	6.53	6.23		7.13	6.53	6.23		4.13				4.13		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.73	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			229			7		13		47				20		
Capacity, c (veh/h)			251			199		640		1185				1007		
v/c Ratio			0.91			0.03		0.02		0.04				0.02		
95% Queue Length, Q ₉₅ (veh)			8.0			0.1		0.1		0.1				0.1		
Control Delay (s/veh)			79.3			23.7		10.7		8.2				8.6		
Level of Service (LOS)			F			C		B		A				A		
Approach Delay (s/veh)	79.3				15.1				0.6				0.4			
Approach LOS	F				C											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	PM Existing + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Logan-Pilot
Jurisdiction	NDOT
East/West Street	Logan Lane-Pilot Road
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	4	5	6
Number of Lanes		0	1	0		1	1	0	0	1	1	0	0	1	1	1
Configuration			LTR			L		TR		L		TR		L	T	R
Volume (veh/h)		179	3	77		25	5	14		57	404	11		15	573	183
Percent Heavy Vehicles (%)		25	3	3		3	3	3		3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.35	6.53	6.23		7.13	6.53	6.23		4.13				4.13		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.73	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			282			27		21		62				16						
Capacity, c (veh/h)			156			94		467		803				1104						
v/c Ratio			1.81			0.29		0.04		0.08				0.01						
95% Queue Length, Q ₉₅ (veh)			20.8			1.1		0.1		0.3				0.0						
Control Delay (s/veh)			436.3			58.5		13.1		9.9				8.3						
Level of Service (LOS)			F			F		B		A				A						
Approach Delay (s/veh)	436.3					38.9					1.2					0.2				
Approach LOS	F					E														

HCS7 Two-Way Stop-Control Report

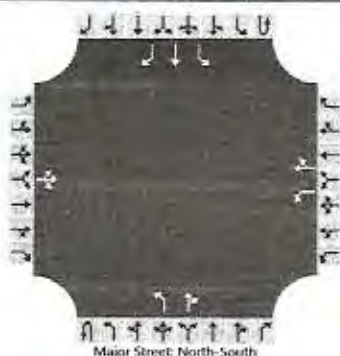
General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Logan-Pilot
Jurisdiction	NDOT
East/West Street	Logan Lane-Pilot Road
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	1	0		1	1	0	0	1	1	0	0	1	1	1
Configuration			LTR			L		TR		L		TR		L	T	R
Volume (veh/h)		222	4	37		7	4	10		54	563	25		24	193	179
Percent Heavy Vehicles (%)		25	3	3		3	3	3		3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.35	6.53	6.23		7.13	6.53	6.23		4.13				4.13		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.73	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			286			8		15		59				26		
Capacity, c (veh/h)			201			160		595		1149				940		
v/c Ratio			1.42			0.05		0.03		0.05				0.03		
95% Queue Length, Q ₉₅ (veh)			17.0			0.1		0.1		0.2				0.1		
Control Delay (s/veh)			262.0			28.6		11.2		8.3				8.9		
Level of Service (LOS)			F			D		B		A				A		
Approach Delay (s/veh)	262.0				17.0				0.7				0.5			
Approach LOS	F				C											

HCS7 Two-Way Stop-Control Report

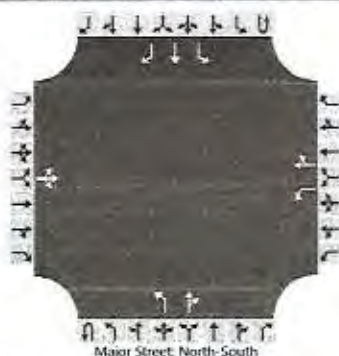
General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/Logan-Pilot
Jurisdiction	NDOT
East/West Street	Logan Lane-Pilot Road
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		1	1	0	0	1	1	0	0	1	1	1
Configuration			LTR			L		TR		L		TR		L	T	R
Volume (veh/h)		235	4	99		32	7	18		74	441	13		20	639	241
Percent Heavy Vehicles (%)		25	3	3		3	3	3		3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.35	6.53	6.23		7.13	6.53	6.23		4.13				4.13		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.73	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			367			35		27		80				22		
Capacity, c (veh/h)			112			59		306		715				1065		
v/c Ratio			3.27			0.59		0.09		0.11				0.02		
95% Queue Length, Q ₉₅ (veh)			35.7			2.4		0.3		0.4				0.1		
Control Delay (s/veh)			1103.9			131.4		17.9		10.7				8.5		
Level of Service (LOS)			F			F		C		B				A		
Approach Delay (s/veh)	1103.9				81.6				1.5				0.2			
Approach LOS	F				F											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/Logan-Pilot
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Logan Lane-Pilot Road
Analysis Year	2041	North/South Street	Main Street
Time Analyzed	AM Base + Project	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		1	1	0	0	1	1	0	0	1	1	1
Configuration			LTR			L		TR		L		TR		L	T	R
Volume (veh/h)		222	4	38		8	4	10		56	629	26		24	249	179
Percent Heavy Vehicles (%)		25	3	3		3	3	3		3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized													No			
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.35	6.53	6.23		7.13	6.53	6.23		4.13				4.13		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.73	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			287			9		15		61				26		
Capacity, c (veh/h)			160			127		489		1091				883		
v/c Ratio			1.79			0.07		0.03		0.06				0.03		
95% Queue Length, Q ₉₅ (veh)			21.0			0.2		0.1		0.2				0.1		
Control Delay (s/veh)			429.0			35.5		12.6		8.5				9.2		
Level of Service (LOS)			F			E		B		A				A		
Approach Delay (s/veh)	429.0				20.9				0.7				0.5			
Approach LOS	F				C											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/Logan-Pilot
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	Logan Lane-Pilot Road
Analysis Year	2041	North/South Street	Main Street
Time Analyzed	PM Base + Project	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

Site Information

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		1	1	0	0	1	1	0	0	1	1	1
Configuration			LTR			L		TR		L		TR		L	T	R
Volume (veh/h)		235	4	101		33	7	18		75	510	14		20	725	241
Percent Heavy Vehicles (%)		25	3	3		3	3	3		3				3		
Proportion Time Blocked																
Percent Grade (%)	0				0											
Right Turn Channelized													No			
Median Type Storage					Undivided											

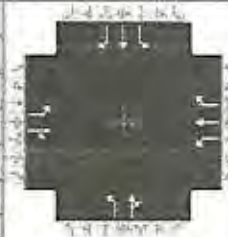
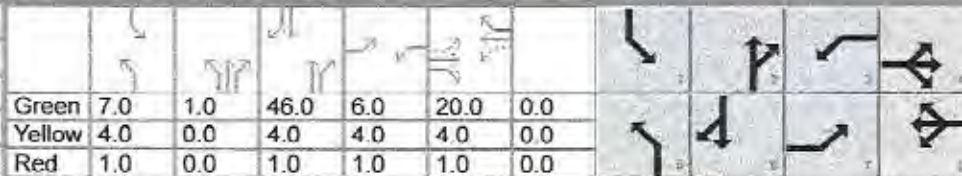
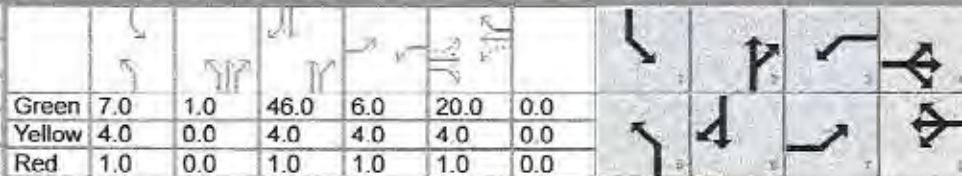
Critical and Follow-up Headways

Base Critical Headway (sec)		7.1	6.5	6.2		7.1	6.5	6.2		4.1				4.1		
Critical Headway (sec)		7.35	6.53	6.23		7.13	6.53	6.23		4.13				4.13		
Base Follow-Up Headway (sec)		3.5	4.0	3.3		3.5	4.0	3.3		2.2				2.2		
Follow-Up Headway (sec)		3.73	4.03	3.33		3.53	4.03	3.33		2.23				2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			370			36		27		82				22		
Capacity, c (veh/h)			83			42		237		659				998		
v/c Ratio			4.44			0.86		0.11		0.12				0.02		
95% Queue Length, Q ₉₅ (veh)			39.3			3.3		0.4		0.4				0.1		
Control Delay (s/veh)			1650.5			246.9		22.2		11.2				8.7		
Level of Service (LOS)			F			F		C		B				A		
Approach Delay (s/veh)	1650.5				150.0				1.4				0.2			
Approach LOS	F				F											

HCS7 Signalized Intersection Results Summary

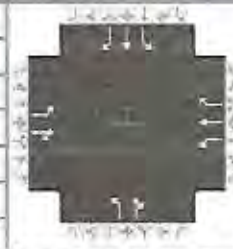
General Information						Intersection Information											
Agency		Solaegui Engineers				Duration, h		0.250									
Analyst		MSH		Analysis Date		May 20, 2021		Area Type		Other							
Jurisdiction		NDOT		Time Period		AM Peak Hour		PHF		0.92							
Urban Street				Analysis Year		Existing + Project		Analysis Period		1> 7:00							
Intersection		Main & Logan-Pilot		File Name		MaLo21aw.xus											
Project Description																	
Demand Information						EB			WB			NB			SB		
Approach Movement						L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h						169	3	29	6	4	8	43	494	20	18	203	136
Signal Information																	
Cycle, s		100.0	Reference Phase		2												
Offset, s		0	Reference Point		End												
Uncoordinated		Yes	Simult. Gap E/W		On												
Force Mode		Fixed	Simult. Gap N/S		On												
						Green	7.0	1.0	46.0	6.0	20.0	0.0					
						Yellow	4.0	0.0	4.0	4.0	4.0	0.0					
						Red	1.0	0.0	1.0	1.0	1.0	0.0					
Timer Results						EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase						7	4	3	8	5	2	1	6				
Case Number						1.1	4.0	1.1	3.0	2.0	4.0	2.0	3.0				
Phase Duration, s						11.0	25.0	11.0	25.0	13.0	52.0	12.0	51.0				
Change Period, (Y+R c), s						5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0				
Max Allow Headway (MAH), s						3.1	3.3	3.1	3.3	3.1	3.1	3.1	3.1				
Queue Clearance Time (g s), s						8.0	3.5	2.3	2.4	4.5	25.1	3.0	9.3				
Green Extension Time (g e), s						0.0	0.0	0.0	0.0	0.0	1.8	0.0	1.5				
Phase Call Probability						1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				
Max Out Probability						1.00	0.00	0.20	0.00	0.53	0.00	0.17	0.06				
Movement Group Results						EB			WB			NB			SB		
Approach Movement						L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement						7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h						184	29		7	4	9	47	559		20	221	126
Adjusted Saturation Flow Rate (s), veh/h/ln						1457	1600		1767	1856	1572	1767	1843		1767	1856	1296
Queue Service Time (g s), s						6.0	1.5		0.3	0.2	0.4	2.5	23.1		1.0	7.3	5.8
Cycle Queue Clearance Time (g c), s						6.0	1.5		0.3	0.2	0.4	2.5	23.1		1.0	7.3	5.8
Green Ratio (g/C)						0.26	0.20		0.26	0.20	0.20	0.08	0.47		0.07	0.46	0.46
Capacity (c), veh/h						365	320		404	371	314	141	866		124	854	596
Volume-to-Capacity Ratio (X)						0.503	0.092		0.016	0.012	0.028	0.331	0.645		0.158	0.259	0.211
Back of Queue (Q), ft/ln (95 th percentile)						79	26.5		5.3	3.9	7.7	50.5	376.1		21.1	137.9	90.2
Back of Queue (Q), veh/ln (95 th percentile)						2.6	1.0		0.2	0.2	0.3	2.0	14.7		0.8	5.4	3.0
Queue Storage Ratio (RQ) (95 th percentile)						0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
Uniform Delay (d 1), s/veh						32.4	32.6		27.5	32.1	32.2	43.5	20.2		43.7	16.5	16.2
Incremental Delay (d 2), s/veh						0.4	0.0		0.0	0.0	0.0	0.5	1.3		0.2	0.1	0.1
Initial Queue Delay (d 3), s/veh						0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh						32.9	32.6		27.5	32.1	32.2	44.0	21.5		43.9	16.6	16.2
Level of Service (LOS)						C	C		C	C	C	D	C		D	B	B
Approach Delay, s/veh / LOS						32.8	C		30.6	C		23.2	C		17.9		B
Intersection Delay, s/veh / LOS						23.4						C					
Multimodal Results						EB			WB			NB			SB		
Pedestrian LOS Score / LOS						1.94	B		2.16	B		2.09	B		1.91	B	
Bicycle LOS Score / LOS						0.84	A		0.52	A		1.49	A		1.09	A	

HCS7 Signalized Intersection Results Summary

General Information

Agency	Solaegui Engineers			Duration, h	0.250
Analyst	MSH	Analysis Date	May 20, 2021	Area Type	Other
Jurisdiction	NDOT	Time Period	PM Peak Hour	PHF	0.92
Urban Street		Analysis Year	Existing + Project	Analysis Period	1> 7:00
Intersection	Main & Logan-Pilot	File Name	MaLo21pw.xus		
Project Description					

Intersection Information



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	179	3	77	25	5	14	57	404	11	15	573	183

Signal Information

Cycle, s	100.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	Yes	Simult. Gap E/W	On	Green	7.0	1.0	46.0	6.0	20.0	0.0		
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.0	0.0	4.0	4.0	4.0	0.0		
				Red	1.0	0.0	1.0	1.0	1.0	0.0		

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	1.1	3.0	2.0	4.0	2.0	3.0
Phase Duration, s	11.0	25.0	11.0	25.0	13.0	52.0	12.0	51.0
Change Period, (Y+R _c), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Allow Headway (MAH), s	3.1	3.3	3.1	3.3	3.1	3.1	3.1	3.1
Queue Clearance Time (g _s), s	8.0	5.4	3.2	2.8	5.3	19.1	2.9	29.3
Green Extension Time (g _e), s	0.0	0.1	0.0	0.1	0.0	2.5	0.0	0.0
Phase Call Probability	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Max Out Probability	1.00	0.00	1.00	0.00	1.00	0.00	0.11	1.00

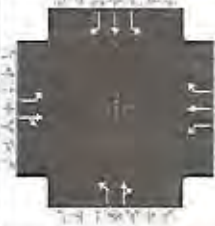
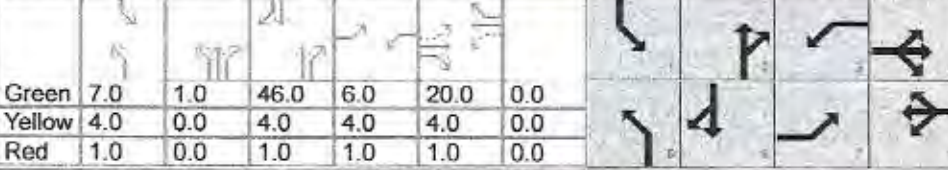
Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	195	65		27	5	15	62	451		16	623	145
Adjusted Saturation Flow Rate (s), veh/h/ln	1457	1585		1767	1856	1572	1767	1847		1767	1856	1296
Queue Service Time (g _s), s	6.0	3.4		1.2	0.2	0.8	3.3	17.1		0.9	27.3	6.8
Cycle Queue Clearance Time (g _c), s	6.0	3.4		1.2	0.2	0.8	3.3	17.1		0.9	27.3	6.8
Green Ratio (g/C)	0.26	0.20		0.26	0.20	0.20	0.08	0.47		0.07	0.46	0.46
Capacity (c), veh/h	364	317		371	371	314	141	868		124	854	596
Volume-to-Capacity Ratio (X)	0.534	0.206		0.073	0.015	0.048	0.438	0.520		0.132	0.730	0.242
Back of Queue (Q), ft/ln (95 th percentile)	96.3	60.3		22.3	4.8	13.6	67.8	290		17.5	447	105
Back of Queue (Q), veh/ln (95 th percentile)	3.2	2.4		0.9	0.2	0.5	2.6	11.3		0.7	17.5	3.5
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	32.9	33.4		28.0	32.1	32.3	43.9	18.6		43.6	21.9	16.4
Incremental Delay (d ₂), s/veh	0.8	0.1		0.0	0.0	0.0	0.8	0.3		0.2	2.8	0.1
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	33.7	33.5		28.0	32.1	32.3	44.7	18.8		43.8	24.7	16.5
Level of Service (LOS)	C	C		C	C	C	D	B		D	C	B
Approach Delay, s/veh / LOS	33.6	C		29.8	C		22.0	C		23.6	C	
Intersection Delay, s/veh / LOS	24.9						C					

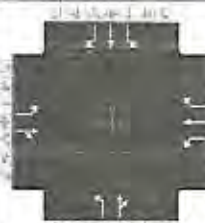
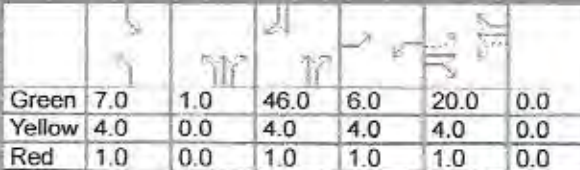
Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.94	B		2.20	B		2.09	B		1.93	B	
Bicycle LOS Score / LOS	0.92	A		0.57	A		1.33	A		1.78	B	

HCS7 Signalized Intersection Results Summary

General Information						Intersection Information											
Agency		Solaegui Engineers				Duration, h		0.250									
Analyst		MSH		Analysis Date		May 20, 2021		Area Type		Other							
Jurisdiction		NDOT		Time Period		AM Peak Hour		PHF		0.92							
Urban Street				Analysis Year		2041 Base		Analysis Period		1> 7:00							
Intersection		Main & Logan-Pilot		File Name		MaLo41ax.xus											
Project Description																	
Demand Information						EB			WB			NB			SB		
Approach Movement						L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h						222	4	37	7	4	10	54	563	25	24	193	179
Signal Information																	
Cycle, s		100.0	Reference Phase		2												
Offset, s		0	Reference Point		End												
Uncoordinated		Yes	Simult. Gap E/W		On												
Force Mode		Fixed	Simult. Gap N/S		On												
Green						7.0	1.0	46.0	6.0	20.0	0.0						
Yellow						4.0	0.0	4.0	4.0	4.0	0.0						
Red						1.0	0.0	1.0	1.0	1.0	0.0						
Timer Results						EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Assigned Phase						7	4	3	8	5	2	1	6				
Case Number						1.1	4.0	1.1	3.0	2.0	4.0	2.0	3.0				
Phase Duration, s						11.0	25.0	11.0	25.0	13.0	52.0	12.0	51.0				
Change Period, (Y+R _c), s						5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0				
Max Allow Headway (MAH), s						3.1	3.3	3.1	3.3	3.1	3.1	3.1	3.1				
Queue Clearance Time (g _s), s						8.0	3.7	2.3	2.6	5.2	30.2	3.4	8.9				
Green Extension Time (g _e), s						0.0	0.1	0.0	0.1	0.0	1.9	0.0	1.8				
Phase Call Probability						1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00				
Max Out Probability						1.00	0.00	0.24	0.00	1.00	0.01	0.38	0.06				
Movement Group Results						EB			WB			NB			SB		
Approach Movement						L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement						7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h						241	34		8	4	11	59	639		26	210	140
Adjusted Saturation Flow Rate (s), veh/h/ln						1457	1604		1767	1856	1572	1767	1841		1767	1856	1296
Queue Service Time (g _s), s						6.0	1.7		0.3	0.2	0.6	3.2	28.2		1.4	6.9	6.6
Cycle Queue Clearance Time (g _c), s						6.0	1.7		0.3	0.2	0.6	3.2	28.2		1.4	6.9	6.6
Green Ratio (g/C)						0.26	0.20		0.26	0.20	0.20	0.08	0.47		0.07	0.46	0.46
Capacity (c), veh/h						365	321		400	371	314	141	865		124	854	596
Volume-to-Capacity Ratio (X)						0.661	0.105		0.019	0.012	0.035	0.415	0.738		0.211	0.246	0.235
Back of Queue (Q), ft/ln (95 th percentile)						178.2	30.5		6.2	3.9	9.7	64	455.1		28.2	130.3	101.4
Back of Queue (Q), veh/ln (95 th percentile)						5.9	1.2		0.2	0.2	0.4	2.5	17.8		1.1	5.1	3.4
Queue Storage Ratio (RQ) (95 th percentile)						0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
Uniform Delay (d ₁), s/veh						34.7	32.7		27.6	32.1	32.2	43.8	21.5		43.9	16.4	16.3
Incremental Delay (d ₂), s/veh						3.5	0.1		0.0	0.0	0.0	0.7	3.0		0.3	0.1	0.1
Initial Queue Delay (d ₃), s/veh						0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh						38.2	32.7		27.6	32.1	32.2	44.5	24.5		44.2	16.5	16.4
Level of Service (LOS)						D	C		C	C	C	D	C		D	B	B
Approach Delay, s/veh / LOS						37.6		D	30.7		C	26.2		C	18.4		B
Intersection Delay, s/veh / LOS						26.4						C					
Multimodal Results						EB			WB			NB			SB		
Pedestrian LOS Score / LOS						1.94		B	2.20		B	2.09		B	1.92		B
Bicycle LOS Score / LOS						0.94		A	0.53		A	1.64		B	1.11		A

HCS7 Signalized Intersection Results Summary

General Information						Intersection Information													
Agency		Solaegui Engineers				Duration, h		0.250											
Analyst		MSH		Analysis Date		May 20, 2021		Area Type		Other									
Jurisdiction		NDOT		Time Period		PM Peak Hour		PHF		0.92									
Urban Street				Analysis Year		2041 Base		Analysis Period		1> 7:00									
Intersection		Main & Logan-Pilot		File Name		MaLo41px.xus													
Project Description																			
Demand Information				EB			WB			NB			SB						
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R				
Demand (v), veh/h				235	4	99	32	7	18	74	441	13	20	639	241				
Signal Information																			
Cycle, s	100.0	Reference Phase	2																
Offset, s	0	Reference Point	End																
Uncoordinated	Yes	Simult. Gap E/W	On																
Force Mode	Fixed	Simult. Gap N/S	On																
				Green	7.0	1.0	46.0	6.0	20.0	0.0									
				Yellow	4.0	0.0	4.0	4.0	4.0	0.0									
				Red	1.0	0.0	1.0	1.0	1.0	0.0									
Timer Results				EBL		EBT		WBL		WBT		NBL		NBT		SBL		SBT	
Assigned Phase				7		4		3		8		5		2		1		6	
Case Number				1.1		4.0		1.1		3.0		2.0		4.0		2.0		3.0	
Phase Duration, s				11.0		25.0		11.0		25.0		13.0		52.0		12.0		51.0	
Change Period, (Y+R c), s				5.0		5.0		5.0		5.0		5.0		5.0		5.0		5.0	
Max Allow Headway (MAH), s				3.1		3.3		3.1		3.3		3.1		3.1		3.1		3.1	
Queue Clearance Time (g s), s				8.0		6.8		3.5		3.0		6.4		21.3		3.2		34.3	
Green Extension Time (g e), s				0.0		0.2		0.0		0.2		0.0		3.0		0.0		0.0	
Phase Call Probability				1.00		1.00		1.00		1.00		1.00		1.00		1.00		1.00	
Max Out Probability				1.00		0.00		1.00		0.00		1.00		0.01		0.22		1.00	
Movement Group Results				EB			WB			NB			SB						
Approach Movement				L	T	R	L	T	R	L	T	R	L	T	R				
Assigned Movement				7	4	14	3	8	18	5	2	12	1	6	16				
Adjusted Flow Rate (v), veh/h				255	90		35	8	20	80	493		22	695	208				
Adjusted Saturation Flow Rate (s), veh/h/ln				1457	1584		1767	1856	1572	1767	1846		1767	1856	1296				
Queue Service Time (g s), s				6.0	4.8		1.5	0.3	1.0	4.4	19.3		1.2	32.3	10.3				
Cycle Queue Clearance Time (g c), s				6.0	4.8		1.5	0.3	1.0	4.4	19.3		1.2	32.3	10.3				
Green Ratio (g/C)				0.26	0.20		0.26	0.20	0.20	0.08	0.47		0.07	0.46	0.46				
Capacity (c), veh/h				363	317		349	371	314	141	868		124	854	596				
Volume-to-Capacity Ratio (X)				0.704	0.285		0.100	0.021	0.062	0.569	0.569		0.176	0.814	0.348				
Back of Queue (Q), ft/ln (95 th percentile)				210.1	84.9		28.7	6.8	17.6	93.3	321.9		23.4	533	159.7				
Back of Queue (Q), veh/ln (95 th percentile)				7.0	3.3		1.1	0.3	0.7	3.6	12.6		0.9	20.8	5.3				
Queue Storage Ratio (RQ) (95 th percentile)				0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00				
Uniform Delay (d 1), s/veh				35.4	33.9		28.2	32.1	32.4	44.3	19.2		43.8	23.3	17.4				
Incremental Delay (d 2), s/veh				5.2	0.2		0.0	0.0	0.0	3.4	0.6		0.2	5.7	0.1				
Initial Queue Delay (d 3), s/veh				0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0				
Control Delay (d), s/veh				40.5	34.1		28.2	32.1	32.4	47.8	19.7		44.0	29.0	17.5				
Level of Service (LOS)				D	C		C	C	C	D	B		D	C	B				
Approach Delay, s/veh / LOS				38.9		D	30.0		C	23.7		C	26.8		C				
Intersection Delay, s/veh / LOS				28.1						C									
Multimodal Results				EB			WB			NB			SB						
Pedestrian LOS Score / LOS				1.94		B	2.20		B	2.09		B	1.93		B				
Bicycle LOS Score / LOS				1.06		A	0.59		A	1.43		A	2.01		B				

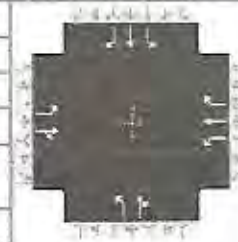
HCS7 Signalized Intersection Results Summary

General Information

Agency	Solaegui Engineers
Analyst	MSH
Jurisdiction	NDOT
Urban Street	
Intersection	Main & Logan-Pilot
Project Description	

Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.92
Analysis Year	2041 Base + Project
Analysis Period	1> 7:00
File Name	MaLo41aw.xus



Demand Information

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	222	4	38	8	4	10	56	629	26	24	249	179

Signal Information

Cycle, s	100.0	Reference Phase	2							
Offset, s	0	Reference Point	End							
Uncoordinated	Yes	Simult. Gap E/W	On							
Force Mode	Fixed	Simult. Gap N/S	On							
				Green	7.0	1.0	46.0	6.0	20.0	0.0
				Yellow	4.0	0.0	4.0	4.0	4.0	0.0
				Red	1.0	0.0	1.0	1.0	1.0	0.0

Timer Results

	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	7	4	3	8	5	2	1	6
Case Number	1.1	4.0	1.1	3.0	2.0	4.0	2.0	3.0
Phase Duration, s	11.0	25.0	11.0	25.0	13.0	52.0	12.0	51.0
Change Period, (Y+R _c), s	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Max Allow Headway (MAH), s	3.1	3.3	3.1	3.3	3.1	3.1	3.1	3.1
Queue Clearance Time (g _s), s	8.0	3.8	2.4	2.6	5.3	35.4	3.4	11.2
Green Extension Time (g _e), s	0.0	0.1	0.0	0.1	0.0	2.1	0.0	1.9
Phase Call Probability	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Max Out Probability	1.00	0.00	0.27	0.00	1.00	0.08	0.38	0.18

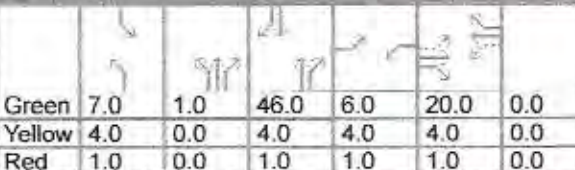
Movement Group Results

	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	7	4	14	3	8	18	5	2	12	1	6	16
Adjusted Flow Rate (v), veh/h	241	35		9	4	11	61	712		26	271	140
Adjusted Saturation Flow Rate (s), veh/h/ln	1457	1603		1767	1856	1572	1767	1842		1767	1856	1296
Queue Service Time (g _s), s	6.0	1.8		0.4	0.2	0.6	3.3	33.4		1.4	9.2	6.6
Cycle Queue Clearance Time (g _c), s	6.0	1.8		0.4	0.2	0.6	3.3	33.4		1.4	9.2	6.6
Green Ratio (g/C)	0.26	0.20		0.26	0.20	0.20	0.08	0.47		0.07	0.46	0.46
Capacity (c), veh/h	365	321		399	371	314	141	866		124	854	596
Volume-to-Capacity Ratio (X)	0.661	0.108		0.022	0.012	0.035	0.431	0.822		0.211	0.317	0.235
Back of Queue (Q), ft/ln (95 th percentile)	178.2	31.5		7.1	3.9	9.7	66.5	544		28.2	174.8	101.4
Back of Queue (Q), veh/ln (95 th percentile)	5.9	1.2		0.3	0.2	0.4	2.6	21.2		1.1	6.8	3.4
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00
Uniform Delay (d ₁), s/veh	34.7	32.7		27.6	32.1	32.2	43.8	22.9		43.9	17.1	16.3
Incremental Delay (d ₂), s/veh	3.5	0.1		0.0	0.0	0.0	0.8	6.0		0.3	0.1	0.1
Initial Queue Delay (d ₃), s/veh	0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Control Delay (d), s/veh	38.2	32.8		27.6	32.1	32.2	44.6	28.9		44.2	17.1	16.4
Level of Service (LOS)	D	C		C	C	C	D	C		D	B	B
Approach Delay, s/veh / LOS	37.5		D	30.5		C	30.1		C	18.5		B
Intersection Delay, s/veh / LOS	28.1						C					

Multimodal Results

	EB			WB			NB			SB		
Pedestrian LOS Score / LOS	1.94		B	2.20		B	2.09		B	1.92		B
Bicycle LOS Score / LOS	0.94		A	0.53		A	1.76		B	1.21		A

HCS7 Signalized Intersection Results Summary

General Information						Intersection Information																			
Agency	Solaegui Engineers					Duration, h	0.250																		
Analyst	MSH		Analysis Date	May 20, 2021		Area Type	Other																		
Jurisdiction	NDOT		Time Period	PM Peak Hour		PHF	0.92																		
Urban Street			Analysis Year	2041 Base + Project		Analysis Period	1> 7:00																		
Intersection	Mainn & Logan-Pilot		File Name	MaLo41pw.xus																					
Project Description																									
Demand Information						EB			WB			NB			SB										
Approach Movement						L	T	R	L	T	R	L	T	R	L	T	R								
Demand (v), veh/h						235	4	101	33	7	18	75	510	14	20	725	241								
Signal Information																									
Cycle, s	100.0	Reference Phase	2																						
Offset, s	0	Reference Point	End																						
Uncoordinated	Yes	Simult. Gap E/W	On																						
Force Mode	Fixed	Simult. Gap N/S	On		Green	7.0	1.0	46.0	6.0	20.0	0.0	Yellow	4.0	0.0	4.0	4.0	4.0	0.0	Red	1.0	0.0	1.0	1.0	1.0	0.0
Timer Results						EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT												
Assigned Phase						7	4	3	8	5	2	1	6												
Case Number						1.1	4.0	1.1	3.0	2.0	4.0	2.0	3.0												
Phase Duration, s						11.0	25.0	11.0	25.0	13.0	52.0	12.0	51.0												
Change Period, (Y+R c), s						5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0												
Max Allow Headway (MAH), s						3.1	3.3	3.1	3.3	3.1	3.1	3.1	3.1												
Queue Clearance Time (g s), s						8.0	7.0	3.5	3.0	6.4	25.6	3.2	41.9												
Green Extension Time (g e), s						0.0	0.2	0.0	0.2	0.0	3.5	0.0	0.0												
Phase Call Probability						1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00												
Max Out Probability						1.00	0.00	1.00	0.00	1.00	0.03	0.22	1.00												
Movement Group Results						EB			WB			NB			SB										
Approach Movement						L	T	R	L	T	R	L	T	R	L	T	R								
Assigned Movement						7	4	14	3	8	18	5	2	12	1	6	16								
Adjusted Flow Rate (v), veh/h						255	92		36	8	20	82	570		22	788	208								
Adjusted Saturation Flow Rate (s), veh/h/ln						1457	1584		1767	1856	1572	1767	1847		1767	1856	1296								
Queue Service Time (g s), s						6.0	5.0		1.5	0.3	1.0	4.4	23.6		1.2	39.9	10.3								
Cycle Queue Clearance Time (g c), s						6.0	5.0		1.5	0.3	1.0	4.4	23.6		1.2	39.9	10.3								
Green Ratio (g/C)						0.26	0.20		0.26	0.20	0.20	0.08	0.47		0.07	0.46	0.46								
Capacity (c), veh/h						363	317		347	371	314	141	868		124	854	596								
Volume-to-Capacity Ratio (X)						0.704	0.292		0.103	0.021	0.062	0.577	0.656		0.176	0.923	0.348								
Back of Queue (Q), ft/ln (95 th percentile)						210.1	87.1		29.6	6.8	17.6	95.2	385.7		23.4	696.7	159.7								
Back of Queue (Q), veh/ln (95 th percentile)						7.0	3.4		1.2	0.3	0.7	3.7	15.1		0.9	27.2	5.3								
Queue Storage Ratio (RQ) (95 th percentile)						0.00	0.00		0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00								
Uniform Delay (d 1), s/veh						35.4	34.0		28.2	32.1	32.4	44.4	20.3		43.8	25.3	17.4								
Incremental Delay (d 2), s/veh						5.2	0.2		0.0	0.0	0.0	3.8	1.4		0.2	15.2	0.1								
Initial Queue Delay (d 3), s/veh						0.0	0.0		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0								
Control Delay (d), s/veh						40.5	34.2		28.2	32.1	32.4	48.1	21.8		44.0	40.5	17.5								
Level of Service (LOS)						D	C		C	C	C	D	C		D	D	B								
Approach Delay, s/veh / LOS						38.8		D	30.0		C	25.1		C	35.9		D								
Intersection Delay, s/veh / LOS						32.8						C													
Multimodal Results						EB			WB			NB			SB										
Pedestrian LOS Score / LOS						1.94		B	2.20		B	2.09		B	1.93		B								
Bicycle LOS Score / LOS						1.06		A	0.59		A	1.56		B	2.17		B								

HCS7 Two-Way Stop-Control Report

General Information		Site Information	
Analyst	MSH	Intersection	Main/I-80 EB On
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	EB On-Ramp
Analysis Year	2021	North/South Street	Main Street
Time Analyzed	AM Existing	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	1	0	1	2	0
Configuration											T	R		L	T	
Volume (veh/h)											493	112		142	301	
Percent Heavy Vehicles (%)														25		
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized											Yes					
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)															4.1	
Critical Headway (sec)															4.60	
Base Follow-Up Headway (sec)															2.2	
Follow-Up Headway (sec)															2.45	

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)															154	
Capacity, c (veh/h)															884	
v/c Ratio															0.17	
95% Queue Length, Q ₉₅ (veh)															0.6	
Control Delay (s/veh)															9.9	
Level of Service (LOS)															A	
Approach Delay (s/veh)															3.2	
Approach LOS																

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	PM Existing
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB On
Jurisdiction	NDOT
East/West Street	EB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	0	1	1	0	1	2	0
Configuration											T	R		L	T	
Volume (veh/h)											317	211		120	685	
Percent Heavy Vehicles (%)														25		
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized											Yes					
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)														4.1		
Critical Headway (sec)														4.60		
Base Follow-Up Headway (sec)														2.2		
Follow-Up Headway (sec)														2.45		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)														130		
Capacity, c (veh/h)														1061		
v/c Ratio														0.12		
95% Queue Length, Q ₉₅ (veh)														0.4		
Control Delay (s/veh)														8.9		
Level of Service (LOS)														A		
Approach Delay (s/veh)														1.3		
Approach LOS																

HCS7 Two-Way Stop-Control Report

General Information		Site Information	
Analyst	MSH	Intersection	Main/I-80 EB On
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	EB On-Ramp
Analysis Year	2021	North/South Street	Main Street
Time Analyzed	AM Existing + Project	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	0	1	1	0	1	2	0
Configuration											T	R		L	T	
Volume (veh/h)											545	126		142	357	
Percent Heavy Vehicles (%)														25		
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized											Yes					
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)														4.1		
Critical Headway (sec)														4.60		
Base Follow-Up Headway (sec)														2.2		
Follow-Up Headway (sec)														2.45		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)														154		
Capacity, c (veh/h)														838		
v/c Ratio														0.18		
95% Queue Length, Q ₉₅ (veh)														0.7		
Control Delay (s/veh)														10.3		
Level of Service (LOS)														B		
Approach Delay (s/veh)														2.9		
Approach LOS																

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	PM Existing + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB On
Jurisdiction	NDOT
East/West Street	EB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	0	0		0	0	0		0	1	1		1	2	0
Configuration											T	R		L	T	
Volume (veh/h)											368	229		120	771	
Percent Heavy Vehicles (%)														25		
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized											Yes					
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)															4.1		
Critical Headway (sec)															4.60		
Base Follow-Up Headway (sec)															2.2		
Follow-Up Headway (sec)															2.45		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)															130		
Capacity, c (veh/h)															1007		
v/c Ratio															0.13		
95% Queue Length, Q ₉₅ (veh)															0.4		
Control Delay (s/veh)															9.1		
Level of Service (LOS)															A		
Approach Delay (s/veh)															1.2		
Approach LOS																	

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/1-80 EB On
Jurisdiction	NDOT
East/West Street	EB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	40	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	1	0	1	2	0
Configuration											T	R		L	T	
Volume (veh/h)											648	147		187	396	
Percent Heavy Vehicles (%)														25		
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized											Yes					
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)															4.1		
Critical Headway (sec)															4.60		
Base Follow-Up Headway (sec)															2.2		
Follow-Up Headway (sec)															2.45		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)															203		
Capacity, c (veh/h)															752		
v/c Ratio															0.27		
95% Queue Length, Q ₉₅ (veh)															1.1		
Control Delay (s/veh)															11.6		
Level of Service (LOS)															B		
Approach Delay (s/veh)															3.7		
Approach LOS																	

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB On
Jurisdiction	NDOT
East/West Street	EB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	1	0	1	2	0
Configuration											T	R		L	T	
Volume (veh/h)											417	277		158	900	
Percent Heavy Vehicles (%)														25		
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized											Yes					
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)															4.1		
Critical Headway (sec)															4.60		
Base Follow-Up Headway (sec)															2.2		
Follow-Up Headway (sec)															2.45		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)															172		
Capacity, c (veh/h)															957		
v/c Ratio															0.18		
95% Queue Length, Q ₉₅ (veh)															0.7		
Control Delay (s/veh)															9.6		
Level of Service (LOS)															A		
Approach Delay (s/veh)															1.4		
Approach LOS																	

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB On
Jurisdiction	NDOT
East/West Street	EB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	1	0	1	2	0
Configuration											T	R		L	T	
Volume (veh/h)											700	161		187	452	
Percent Heavy Vehicles (%)														25		
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized											Yes					
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)															4.1		
Critical Headway (sec)															4.60		
Base Follow-Up Headway (sec)															2.2		
Follow-Up Headway (sec)															2.45		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)															203		
Capacity, c (veh/h)															712		
v/c Ratio															0.29		
95% Queue Length, Q ₉₅ (veh)															1.2		
Control Delay (s/veh)															12.1		
Level of Service (LOS)															B		
Approach Delay (s/veh)															3.5		
Approach LOS																	

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB On
Jurisdiction	NDOT
East/West Street	EB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	0	1	1	0	1	2	0
Configuration											T	R		L	T	
Volume (veh/h)											468	295		158	986	
Percent Heavy Vehicles (%)														25		
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized											Yes					
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)														4.1		
Critical Headway (sec)														4.60		
Base Follow-Up Headway (sec)														2.2		
Follow-Up Headway (sec)														2.45		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)														172		
Capacity, c (veh/h)														908		
v/c Ratio														0.19		
95% Queue Length, Q ₉₅ (veh)														0.7		
Control Delay (s/veh)														9.9		
Level of Service (LOS)														A		
Approach Delay (s/veh)														1.4		
Approach LOS																

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/I-80 EB Off
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	EB Off-Ramp
Analysis Year	2021	North/South Street	Main Street
Time Analyzed	AM Existing	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration		L									T				T	
Volume (veh/h)		40									247				165	
Percent Heavy Vehicles (%)		25														
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1														
Critical Headway (sec)		6.65														
Base Follow-Up Headway (sec)		3.5														
Follow-Up Headway (sec)		3.73														

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		43																
Capacity, c (veh/h)		528																
v/c Ratio		0.08																
95% Queue Length, Q ₉₅ (veh)		0.3																
Control Delay (s/veh)		12.4																
Level of Service (LOS)		B																
Approach Delay (s/veh)	12.4																	
Approach LOS	B																	

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	PM Existing
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB Off
Jurisdiction	NDOT
East/West Street	EB Off-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration		L									T				T	
Volume (veh/h)		68									159				223	
Percent Heavy Vehicles (%)		25														
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage					Undivided											

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1														
Critical Headway (sec)		6.65														
Base Follow-Up Headway (sec)		3.5														
Follow-Up Headway (sec)		3.73														

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		74														
Capacity, c (veh/h)		552														
v/c Ratio		0.13														
95% Queue Length, Q ₉₅ (veh)		0.5														
Control Delay (s/veh)		12.5														
Level of Service (LOS)		B														
Approach Delay (s/veh)	12.5															
Approach LOS	B															

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	AM Existing + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB Off
Jurisdiction	NDOT
East/West Street	EB Off-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	40	4	5	6
Number of Lanes		1	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration		L									T				T	
Volume (veh/h)		40									273				193	
Percent Heavy Vehicles (%)		25														
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1														
Critical Headway (sec)		6.65														
Base Follow-Up Headway (sec)		3.5														
Follow-Up Headway (sec)		3.73														

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		43														
Capacity, c (veh/h)		487														
v/c Ratio		0.09														
95% Queue Length, Q ₉₅ (veh)		0.3														
Control Delay (s/veh)		13.1														
Level of Service (LOS)		B														
Approach Delay (s/veh)		13.1														
Approach LOS		B														

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	PM Existing + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB Off
Jurisdiction	NDOT
East/West Street	EB Off-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		1	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration		L									T				T	
Volume (veh/h)		68									184				260	
Percent Heavy Vehicles (%)		25														
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1														
Critical Headway (sec)		6.65														
Base Follow-Up Headway (sec)		3.5														
Follow-Up Headway (sec)		3.73														

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		74														
Capacity, c (veh/h)		503														
v/c Ratio		0.15														
95% Queue Length, Q ₉₅ (veh)		0.5														
Control Delay (s/veh)		13.4														
Level of Service (LOS)		B														
Approach Delay (s/veh)		13.4														
Approach LOS		B														

HC57 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB Off
Jurisdiction	NDOT
East/West Street	EB Off-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration		L									T				T	
Volume (veh/h)		53									324				217	
Percent Heavy Vehicles (%)		25														
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1														
Critical Headway (sec)		6.65														
Base Follow-Up Headway (sec)		3.5														
Follow-Up Headway (sec)		3.73														

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		58														
Capacity, c (veh/h)		435														
v/c Ratio		0.13														
95% Queue Length, Q ₉₅ (veh)		0.5														
Control Delay (s/veh)		14.5														
Level of Service (LOS)		B														
Approach Delay (s/veh)		14.5														
Approach LOS		B														

HCS7 Two-Way Stop-Control Report

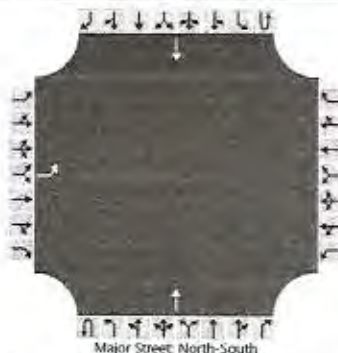
General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB Off
Jurisdiction	NDOT
East/West Street	EB Off-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		1	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration		L									T				T	
Volume (veh/h)		89									209				293	
Percent Heavy Vehicles (%)		25														
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1														
Critical Headway (sec)		6.65														
Base Follow-Up Headway (sec)		3.5														
Follow-Up Headway (sec)		3.73														

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		97															
Capacity, c (veh/h)		462															
v/c Ratio		0.21															
95% Queue Length, Q ₉₅ (veh)		0.8															
Control Delay (s/veh)		14.9															
Level of Service (LOS)		B															
Approach Delay (s/veh)		14.9															
Approach LOS		B															

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB Off
Jurisdiction	NDOT
East/West Street	EB Off-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		1	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration		L									T				T	
Volume (veh/h)		53									350				245	
Percent Heavy Vehicles (%)		25														
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1														
Critical Headway (sec)		6.65														
Base Follow-Up Headway (sec)		3.5														
Follow-Up Headway (sec)		3.73														

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		58														
Capacity, c (veh/h)		401														
v/c Ratio		0.14														
95% Queue Length, Q ₉₅ (veh)		0.5														
Control Delay (s/veh)		15.5														
Level of Service (LOS)		C														
Approach Delay (s/veh)		15.5														
Approach LOS		C														

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 EB Off
Jurisdiction	NDOT
East/West Street	EB Off-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		1	0	0		0	0	0	0	0	1	0	0	0	1	0
Configuration		L									T				T	
Volume (veh/h)		89									234				330	
Percent Heavy Vehicles (%)		25														
Proportion Time Blocked																
Percent Grade (%)		0														
Right Turn Channelized																
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1														
Critical Headway (sec)		6.65														
Base Follow-Up Headway (sec)		3.5														
Follow-Up Headway (sec)		3.73														

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		97														
Capacity, c (veh/h)		421														
v/c Ratio		0.23														
95% Queue Length, Q ₉₅ (veh)		0.9														
Control Delay (s/veh)		16.1														
Level of Service (LOS)		C														
Approach Delay (s/veh)		16.1														
Approach LOS		C														

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	AM Existing
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB On
Jurisdiction	NDOT
East/West Street	WB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	0	0	0	1	2	0	0	0	1	1
Configuration										L	T				T	R
Volume (veh/h)										386	147				165	79
Percent Heavy Vehicles (%)										25						
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized																No
Median Type Storage								Undivided								

Critical and Follow-up Headways

Base Critical Headway (sec)										4.1						
Critical Headway (sec)										4.60						
Base Follow-Up Headway (sec)										2.2						
Follow-Up Headway (sec)										2.45						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)										420						
Capacity, c (veh/h)										1144						
v/c Ratio										0.37						
95% Queue Length, Q ₉₅ (veh)										1.7						
Control Delay (s/veh)										10.0						
Level of Service (LOS)										A						
Approach Delay (s/veh)										7.2						
Approach LOS																

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	PM Existing
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB On
Jurisdiction	NDOT
East/West Street	WB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	40	4	5	6
Number of Lanes		0	0	0		0	0	0	0	1	2	0	0	0	1	1
Configuration										L	T				T	R
Volume (veh/h)										233	152				223	67
Percent Heavy Vehicles (%)										25						
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized															No	
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)										4.1						
Critical Headway (sec)										4.60						
Base Follow-Up Headway (sec)										2.2						
Follow-Up Headway (sec)										2.45						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)										253						
Capacity, c (veh/h)										1091						
v/c Ratio										0.23						
95% Queue Length, Q ₉₅ (veh)										0.9						
Control Delay (s/veh)										9.3						
Level of Service (LOS)										A						
Approach Delay (s/veh)										5.6						
Approach LOS																

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	AM Existing + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB On
Jurisdiction	NDOT
East/West Street	WB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	1	2	0	0	0	1	1
Configuration										L	T				T	R
Volume (veh/h)										425	160				193	79
Percent Heavy Vehicles (%)										25						
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized															No	
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)										4.1						
Critical Headway (sec)										4.60						
Base Follow-Up Headway (sec)										2.2						
Follow-Up Headway (sec)										2.45						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)										462						
Capacity, c (veh/h)										1112						
v/c Ratio										0.42						
95% Queue Length, Q ₉₅ (veh)										2.1						
Control Delay (s/veh)										10.5						
Level of Service (LOS)										B						
Approach Delay (s/veh)										7.6						
Approach LOS																

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	PM Existing + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB On
Jurisdiction	NDOT
East/West Street	WB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	1	2	0	0	0	1	1
Configuration										L	T				T	R
Volume (veh/h)										248	167				260	67
Percent Heavy Vehicles (%)										25						
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized															No	
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)										4.1						
Critical Headway (sec)										4.60						
Base Follow-Up Headway (sec)										2.2						
Follow-Up Headway (sec)										2.45						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)										270						
Capacity, c (veh/h)										1050						
v/c Ratio										0.26						
95% Queue Length, Q ₉₅ (veh)										1.0						
Control Delay (s/veh)										9.6						
Level of Service (LOS)										A						
Approach Delay (s/veh)										5.7						
Approach LOS																

HCS7 Two-Way Stop-Control Report

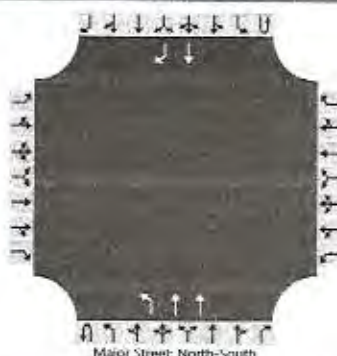
General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB On
Jurisdiction	NDOT
East/West Street	WB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	1	2	0	0	0	1	1
Configuration										L	T				T	R
Volume (veh/h)										508	193				217	104
Percent Heavy Vehicles (%)										25						
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized															No	
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)										4.1						
Critical Headway (sec)										4.60						
Base Follow-Up Headway (sec)										2.2						
Follow-Up Headway (sec)										2.45						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)										552						
Capacity, c (veh/h)										1057						
v/c Ratio										0.52						
95% Queue Length, Q ₉₅ (veh)										3.1						
Control Delay (s/veh)										12.1						
Level of Service (LOS)										B						
Approach Delay (s/veh)										8.7						
Approach LOS																

HC57 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB On
Jurisdiction	NDOT
East/West Street	WB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes	0	0	0		0	0	0		0	1	2	0	0	0	1	1
Configuration										L	T				T	R
Volume (veh/h)										306	200				293	88
Percent Heavy Vehicles (%)										25						
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized															No	
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)										4.1						
Critical Headway (sec)										4.60						
Base Follow-Up Headway (sec)										2.2						
Follow-Up Headway (sec)										2.45						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)										333						
Capacity, c (veh/h)										993						
v/c Ratio										0.33						
95% Queue Length, Q ₉₅ (veh)										1.5						
Control Delay (s/veh)										10.4						
Level of Service (LOS)										B						
Approach Delay (s/veh)										6.3						
Approach LOS																

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB On
Jurisdiction	NDOT
East/West Street	WB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	1	2	0	0	0	1	1
Configuration										L	T				T	R
Volume (veh/h)										547	206				245	104
Percent Heavy Vehicles (%)										25						
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized															No	
Median Type Storage								Undivided								

Critical and Follow-up Headways

Base Critical Headway (sec)										4.1						
Critical Headway (sec)										4.60						
Base Follow-Up Headway (sec)										2.2						
Follow-Up Headway (sec)										2.45						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)										595						
Capacity, c (veh/h)										1027						
v/c Ratio										0.58						
95% Queue Length, Q ₉₅ (veh)										3.9						
Control Delay (s/veh)										13.2						
Level of Service (LOS)										B						
Approach Delay (s/veh)										9.6						
Approach LOS																

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB On
Jurisdiction	NDOT
East/West Street	WB On-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	0	0		0	0	0	0	1	2	0	0	0	1	1
Configuration										L	T				T	R
Volume (veh/h)										342	215				330	88
Percent Heavy Vehicles (%)										25						
Proportion Time Blocked																
Percent Grade (%)																
Right Turn Channelized															No	
Median Type Storage																

Critical and Follow-up Headways

Base Critical Headway (sec)										4.1						
Critical Headway (sec)										4.60						
Base Follow-Up Headway (sec)										2.2						
Follow-Up Headway (sec)										2.45						

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)										372						
Capacity, c (veh/h)										956						
v/c Ratio										0.39						
95% Queue Length, Q ₉₅ (veh)										1.9						
Control Delay (s/veh)										11.1						
Level of Service (LOS)										B						
Approach Delay (s/veh)										6.8						
Approach LOS																

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/I-80 WB Off
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	WB Off-Ramp
Analysis Year	2021	North/South Street	Main Street
Time Analyzed	AM Existing	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	2	0	0	0	2	0
Configuration							LR				T				T	
Volume (veh/h)						81		119			147				163	
Percent Heavy Vehicles (%)						25		25								
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						7.5		6.9								
Critical Headway (sec)						7.30		7.40								
Base Follow-Up Headway (sec)						3.5		3.3								
Follow-Up Headway (sec)						3.75		3.55								

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						217										
Capacity, c (veh/h)						1504										
v/c Ratio						0.14										
95% Queue Length, Q ₉₅ (veh)						0.5										
Control Delay (s/veh)						7.8										
Level of Service (LOS)						A										
Approach Delay (s/veh)						7.8										
Approach LOS						A										

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/I-80 WB Off
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	WB Off-Ramp
Analysis Year	2021	North/South Street	Main Street
Time Analyzed	PM Existing	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

Site Information

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	4	5	6	
Number of Lanes		0	0	0		0	1	0	0	0	2	0	0	0	2	0
Configuration							LR				T				T	
Volume (veh/h)						71		128			152				219	
Percent Heavy Vehicles (%)						25		25								
Proportion Time Blocked																
Percent Grade (%)					0											
Right Turn Channelized																
Median Type Storage					Undivided											

Critical and Follow-up Headways

Base Critical Headway (sec)					7.5		6.9									
Critical Headway (sec)					7.30		7.40									
Base Follow-Up Headway (sec)					3.5		3.3									
Follow-Up Headway (sec)					3.75		3.55									

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)					216											
Capacity, c (veh/h)					1385											
v/c Ratio					0.16											
95% Queue Length, Q ₉₅ (veh)					0.6											
Control Delay (s/veh)					8.1											
Level of Service (LOS)					A											
Approach Delay (s/veh)					8.1											
Approach LOS					A											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2021
Time Analyzed	AM Existing + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB Off
Jurisdiction	NDOT
East/West Street	WB Off-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	2	0	0	0	2	0
Configuration							LR				T				T	
Volume (veh/h)						97		119			160				175	
Percent Heavy Vehicles (%)						25		25								
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						7.5		6.9								
Critical Headway (sec)						7.30		7.40								
Base Follow-Up Headway (sec)						3.5		3.3								
Follow-Up Headway (sec)						3.75		3.55								

Delay, Queue Length, and Level of Service

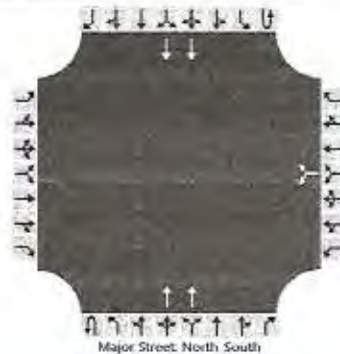
Flow Rate, v (veh/h)						235										
Capacity, c (veh/h)						1421										
v/c Ratio						0.17										
95% Queue Length, Q ₉₅ (veh)						0.6										
Control Delay (s/veh)						8.0										
Level of Service (LOS)						A										
Approach Delay (s/veh)						8.0										
Approach LOS						A										

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/I-80 WB Off
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	WB Off-Ramp
Analysis Year	2021	North/South Street	Main Street
Time Analyzed	PM Existing + Project	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	2	0	0	0	2	0
Configuration							LR				T				T	
Volume (veh/h)						91		128			167				236	
Percent Heavy Vehicles (%)						25		25								
Proportion Time Blocked																
Percent Grade (%)							0									
Right Turn Channelized																
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)						7.5		6.9								
Critical Headway (sec)						7.30		7.40								
Base Follow-Up Headway (sec)						3.5		3.3								
Follow-Up Headway (sec)						3.75		3.55								

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						238										
Capacity, c (veh/h)						1442										
v/c Ratio						0.17										
95% Queue Length, Q ₉₅ (veh)						0.6										
Control Delay (s/veh)						8.0										
Level of Service (LOS)						A										
Approach Delay (s/veh)						8.0										
Approach LOS						A										

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	AM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB Off
Jurisdiction	NDOT
East/West Street	WB Off-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	2	0	0	0	2	0
Configuration							LR				T				T	
Volume (veh/h)						107		156			193				214	
Percent Heavy Vehicles (%)						25		25								
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						7.5		6.9								
Critical Headway (sec)						7.30		7.40								
Base Follow-Up Headway (sec)						3.5		3.3								
Follow-Up Headway (sec)						3.75		3.55								

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						286										
Capacity, c (veh/h)						1437										
v/c Ratio						0.20										
95% Queue Length, Q ₉₅ (veh)						0.7										
Control Delay (s/veh)						8.1										
Level of Service (LOS)						A										
Approach Delay (s/veh)						8.1										
Approach LOS						A										

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB Off
Jurisdiction	NDOT
East/West Street	WB Off-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	2	0	0	0	2	0
Configuration							LR				T				T	
Volume (veh/h)						93		168			200				288	
Percent Heavy Vehicles (%)						25		25								
Proportion Time Blocked																
Percent Grade (%)							0									
Right Turn Channelized																
Median Type Storage							Undivided									

Critical and Follow-up Headways

Base Critical Headway (sec)						7.5		6.9								
Critical Headway (sec)						7.30		7.40								
Base Follow-Up Headway (sec)						3.5		3.3								
Follow-Up Headway (sec)						3.75		3.55								

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						284										
Capacity, c (veh/h)						1019										
v/c Ratio						0.28										
95% Queue Length, Q ₉₅ (veh)						1.1										
Control Delay (s/veh)						9.9										
Level of Service (LOS)						A										
Approach Delay (s/veh)						9.9										
Approach LOS						A										

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH	Intersection	Main/I-80 WB Off
Agency/Co.	Solaegui Engineers	Jurisdiction	NDOT
Date Performed	5/19/2021	East/West Street	WB Off-Ramp
Analysis Year	2041	North/South Street	Main Street
Time Analyzed	AM Base + Project	Peak Hour Factor	0.92
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description			

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	2	0	0	0	2	0
Configuration							LR				T				T	
Volume (veh/h)						123		156			206				226	
Percent Heavy Vehicles (%)						25		25								
Proportion Time Blocked																
Percent Grade (%)					0											
Right Turn Channelized																
Median Type Storage					Undivided											

Critical and Follow-up Headways

Base Critical Headway (sec)						7.5		6.9								
Critical Headway (sec)						7.30		7.40								
Base Follow-Up Headway (sec)						3.5		3.3								
Follow-Up Headway (sec)						3.75		3.55								

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						303										
Capacity, c (veh/h)						1284										
v/c Ratio						0.24										
95% Queue Length, Q ₉₅ (veh)						0.9										
Control Delay (s/veh)						8.7										
Level of Service (LOS)						A										
Approach Delay (s/veh)					8.7											
Approach LOS					A											

HCS7 Two-Way Stop-Control Report

General Information

Analyst	MSH
Agency/Co.	Solaegui Engineers
Date Performed	5/19/2021
Analysis Year	2041
Time Analyzed	PM Base + Project
Intersection Orientation	North-South
Project Description	

Site Information

Intersection	Main/I-80 WB Off
Jurisdiction	NDOT
East/West Street	WB Off-Ramp
North/South Street	Main Street
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	10	1	2	3	40	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	2	0	0	0	2	0
Configuration							LR				T				T	
Volume (veh/h)						113		168			215				305	
Percent Heavy Vehicles (%)						25		25								
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						7.5		6.9								
Critical Headway (sec)						7.30		7.40								
Base Follow-Up Headway (sec)						3.5		3.3								
Follow-Up Headway (sec)						3.75		3.55								

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						305										
Capacity, c (veh/h)						987										
v/c Ratio						0.31										
95% Queue Length, Q ₉₅ (veh)						1.3										
Control Delay (s/veh)						10.3										
Level of Service (LOS)						B										
Approach Delay (s/veh)						10.3										
Approach LOS						B										

Conditions of Approval for TSM22001

Tentative Subdivision Map

1. APPROVAL:

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

2. PROJECT DESCRIPTION:

THE PROJECT APPROVAL IS LIMITED TO A MIXED USE RESIDENTIAL/COMMERCIAL DEVELOPMENT WITH A MAXIMUM OF 9 LOTS ON 28.42 ± ACRES.

3. EXPIRATION DATE:

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

4. PROJECT CONTACT:

THE DEVELOPER SHALL DESIGNATE TO THE CITY A PROJECT CONTACT PERSON RESPONSIBLE/AUTHORIZED TO CORRECT PROBLEMS REGARDING THE PROJECT ON A 24-HOUR/7-DAYS A WEEK BASIS. THE DEVELOPER SHALL DESIGNATE THE PROJECT CONTACT PERSON TO THE CITY PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT.

5. WATER RIGHTS:

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

6. SANITARY SEWER REPORT:

THE DEVELOPER SHALL PROVIDE A SEWER REPORT DEMONSTRATING THE DEVELOPMENT CAN BE SERVED BY THE CITY'S SANITARY SEWER SYSTEM. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY IMPROVEMENTS DEEMED NECESSARY TO SERVE THE PROJECT TO THE APPROVAL OF THE CITY ENGINEER. THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING THE SANITARY SEWER SYSTEM, INCLUDING ASSOCIATED FEES, FOR THE CONNECTION TO THE CITY'S SANITARY SEWER SYSTEM IN THE AMOUNT THAT IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE PUBLIC IMPROVEMENTS FOR THE PROJECT.

7. WATER AND SEWER MAINS AND SERVICES:

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

Conditions of Approval for TSM22001

Tentative Subdivision Map

8. UTILITY EASEMENTS:

THE DEVELOPER SHALL PROVIDE EASEMENTS TO THE CITY OF FERNLEY FOR THE MAINTENANCE OF THE PUBLIC INFRASTRUCTURE BEING INSTALLED ON PRIVATE PROPERTY. THE EASEMENTS SHALL INCLUDE THE CITY OF FERNLEY'S STANDARD EASEMENT LANGUAGE AND SHALL BE RECORDED ALONG WITH THE FINAL MAP.

9. DESIGN STANDARDS:

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

10. ENGINEERING DIVISION:

THE DEVELOPER SHALL COMPLY WITH ALL ENGINEERING REQUIREMENTS WITHIN THE 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.

11. LANDSCAPING/IRRIGATION:

THE DEVELOPER SHALL SUBMIT A LANDSCAPING AND IRRIGATION PLAN FOR THE PROJECT IN CONFORMANCE WITH TITLE 32 OF THE FERNLEY MUNICIPAL CODE FOR REVIEW AND APPROVAL BY THE ADMINISTRATOR PRIOR TO APPROVAL AND RECORDATION OF A FINAL MAP FOR EACH PHASE. THE LANDSCAPING AND IRRIGATION SHALL BE INSTALLED PER THE APPROVED PLANS TO THE APPROVAL OF THE ADMINISTRATOR.

12. STREETS:

THE DEVELOPER SHALL CONSTRUCT ANY ROADWAY IMPROVEMENTS NECESSARY TO SERVE THE PROJECT TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR, PRIOR TO APPROVAL AND RECORDATION OF A FINAL MAP.

13. DRAINAGE AND GRADING:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE FERNLEY MUNICIPAL CODE CHAPTER 32 (DRAINAGE AND GRADING) AND CHAPTER 10 OF THE CITY OF FERNLEY'S PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR. THE DEVELOPER SHALL PROVIDE A DRAINAGE REPORT FOR THE PROJECT IN CONFORMANCE WITH THE CITY'S DEVELOPMENT CODE, MUNICIPAL CODE, AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER. EACH SUCCESSIVE PHASE OF THE PROJECT SHALL SUBMIT AN UPDATED DRAINAGE REPORT FOR REVIEW AND APPROVAL BY THE CITY ENGINEER SHOWING THE CUMULATIVE EFFECT OF THE DEVELOPED PORTION OF THE PROJECT ALONG WITH THE PROPOSED PHASE'S EFFECT ON THE TOTAL DISCHARGE INTO THE DRAINAGE SYSTEM. THE DRAINAGE BASIN SHALL BE DEDICATED TO THE CITY OF FERNLEY UPON COMPLETION OF THE PROJECT IN ORDER FOR THE CITY TO MAINTAIN THE STORM DRAIN SYSTEM FOR THE SUBDIVISION.

Conditions of Approval for TSM22001

Tentative Subdivision Map

14. GRADING PERMIT:

THE DEVELOPER SHALL SUBMIT A GRADING PLAN FOR ANY PHASE OF THE PROJECT TO THE APPROVAL OF THE CITY ENGINEER. PRIOR TO THE ISSUANCE OF A GRADING PERMIT FOR THE DEVELOPMENT, THE DEVELOPER SHALL POST A SURETY BOND FOR REGRADING AND RECLAMATION OF THE SITE. THE DEVELOPER SHALL PROVIDE A STAMPED ENGINEER'S ESTIMATE FOR REGRADING AND RECLAMATION OF THE SITE. THE DEVELOPER SHALL COMPLY WITH ALL GRADING REQUIREMENTS SET FORTH IN THE CITY OF FERNLEY'S DEVELOPMENT CODE AS WELL AS ALL STATE AND FEDERAL REGULATIONS. THE DEVELOPER OR THEIR DESIGNEE SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING A STORM WATER POLLUTION PREVENTION PERMIT WITH THE STATE OF NEVADA AS WELL AS A SURFACE AREA DISTURBANCE.

15. GEOTECHNICAL REPORT:

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

16. IMPROVEMENT PLANS:

WITH THE SUBMITTAL OF ANY FINAL MAP APPLICATION, THE DEVELOPER SHALL SUBMIT THE ASSOCIATED IMPROVEMENT PLANS FOR REVIEW AND APPROVAL. THE IMPROVEMENT PLANS SHALL BE APPROVED PRIOR TO THE APPROVAL AND RECORDATION OF THE FINAL MAP. THE UTILITIES AND INFRASTRUCTURE FOR EACH PHASE MUST OPERATE INDEPENDENTLY OF FUTURE PHASES YET TO BE CONSTRUCTED. PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP FOR THE PROJECT, THE DEVELOPER SHALL CONSTRUCT ALL REQUIRED PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, PUBLIC UTILITY AND ROADWAY INFRASTRUCTURE ASSOCIATED WITH THE PROJECT OR PROVIDE A SURETY BOND IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN FERNLEY MUNICIPAL CODE CHAPTER 32.13, IMPROVEMENTS AND AGREEMENTS, AND MEET THE REQUIREMENTS OF CHAPTER 32.03, LAND DIVISION APPLICATIONS OF THE FERNLEY MUNICIPAL CODE.

17. NORTH LYON FIRE PROTECTION DISTRICT:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT, INCLUDING BUT NOT LIMITED TO PROVIDING SECONDARY EMERGENCY ACCESS TO THE APPROVAL OF THE ADMINISTRATOR AND FIRE CHIEF PRIOR TO THE ISSUANCE OF ANY FINAL MAP FOR THE PROJECT.

18. RESIDENTIAL CONSTRUCTION TAX:

THE DEVELOPER IS SUBJECT TO THE PROVISIONS OF FERNLEY MUNICIPAL CODE RELATED TO RESIDENTIAL CONSTRUCTION TAX. THE RESIDENTIAL CONSTRUCTION TAX FEE SHALL BE PAID PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR EACH RESIDENTIAL UNIT.

19. ADDRESSING AND STREET NAMES:

THE DEVELOPER SHALL SUBMIT A REQUEST FOR ADDRESSING AND STREET NAME RESERVATION TO THE CITY OF FERNLEY FOR REVIEW AND APPROVAL. ALL ADDRESSING OF LOTS SHALL BE COMPLETED BY THE CITY. STREET NAMES SHALL BE APPROVED BY THE CITY PRIOR TO THE SUBMITTAL OF A FINAL MAP FOR THE PROJECT.

Conditions of Approval for TSM22001

Tentative Subdivision Map

20. TRUCKEE CARSON IRRIGATION DISTRICT (TCID)/BUREAU OF RECLAMATION:

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

21. NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION – BUREAU OF SAFE DRINKING WATER AND BUREAU OF WATER POLLUTION CONTROL FOR THE WATER AND SEWER INFRASTRUCTURE DESIGN AND CONSTRUCTION TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

22. WASTE MANAGEMENT:

THE DEVELOPER SHALL PROVIDE A WILL SERVE FROM WASTE MANAGEMENT TO THE APPROVAL OF THE ADMINISTRATOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

23. TRUCKEE LANE AND MAIN STREET INTERSECTION:

THE DEVELOPER SHALL SUBMIT A PROPOSED REDEVELOPMENT PLAN FOR THE TRUCKEE LANE EXTENSION/MAIN STREET INTERSECTION, TO THE APPROVAL OF THE CITY ENGINEER, ADMINISTRATOR, PUBLIC WORKS DIRECTOR, AND THE NEVADA DEPARTMENT OF TRANSPORTATION.

24. NEVADA DEPARTMENT OF TRANSPORTATION (NDOT):

THE DEVELOPER SHALL OBTAIN APPROVAL FROM THE NEVADA DEPARTMENT OF TRANSPORTATION PRIOR TO THE RECORDATION OF ANY FINAL MAP FOR THIS PROJECT. SHOULD NDOT NOT APPROVE OF THE ACCESS PLANS FROM MAIN STREET (SR-427), THE DEVELOPER SHALL PROVIDE THE APPROPRIATE EASEMENTS AND IMPROVEMENT PLANS AS MAY BE REQUIRED BY NDOT. AN ENCROACHMENT PERMIT SHALL ALSO BE OBTAINED FOR ANY WORK OR IMPROVEMENTS BEING MADE TO S.R. 427 (MAIN STREET).

25. FINAL MAP PHASING:

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

26. COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S):

THE APPLICANT SHALL PROVIDE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) WITH THE FIRST FINAL MAP AND SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE ADMINISTRATOR AND CITY ATTORNEY. CC&R'S SHALL BE RECORDED CONCURRENTLY WITH THE FINAL SUBDIVISION MAP. THE APPLICANT SHALL INCLUDE IN THE CC&R'S PROVISIONS OUTLINING MAINTENANCE RESPONSIBILITIES OF COMMON AREAS, SHARED ROADWAYS, LANDSCAPE MEDIANS, OR OTHER COMMON ELEMENTS TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

Conditions of Approval for TSM22001

Tentative Subdivision Map

27. FLOODPLAIN MANAGEMENT AND FEDERAL EMERGENCY MANAGEMENT AGENCY:

THE DEVELOPER SHALL COMPLY WITH CHAPTER 32.09.060 OF THE CITY OF FERNLEY DEVELOPMENT CODE TITLED: FLOODPLAIN MANAGEMENT AS WELL AS ALL FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA, NATIONAL FLOOD INSURANCE PROGRAM REQUIREMENTS FOR ALL FLOODPLAIN MODIFICATIONS. THE REQUIRED APPROVALS FROM THE CITY OF FERNLEY AND FEMA SHALL BE OBTAINED PRIOR TO WORK BEGINNING WITHIN THE MAPPPED FLOODPLAIN AREA. ALL REQUIRED IMPROVEMENTS SHALL BE CONSTRUCTED AND APPROVED PRIOR TO THE RECORDATION OF A FINAL MAP.

28. SR-427/MAIN STREET IMPROVEMENTS

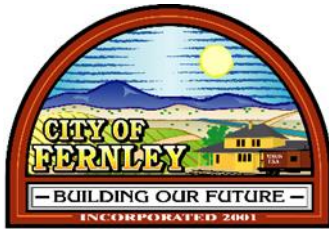
IN ACCORDANCE WITH SECTION 32.09.140 OF THE CITY OF FERNLEY DEVELOPMENT CODE AND THE CITY OF FERNLEY'S 2014 MAIN STREET REVITALIZATION STUDY, THE EXISTING SR-427 SHALL BE IMPROVED TO THE RECOMMENDED LONG-TERM ALTERNATIVE IDENTIFIED IN THE STUDY. THIS ALTERNATIVE INCLUDES TWO 12-FOOT TRAVELS LANES, A 14-FOOT CENTER TURN LANE, CURB GUTTER AND SEPERATED SIDEWALK, A BIKE LANE AND LANDSCAPING AND LIGHTING IMPROVEMENTS. THE IMPROVEMENTS SHALL BE CONSTRUCTED ALONG THE LENGTH OF THE DEVELOPMENT BOUNDARY OF THE PROJECT ON THE SIDE OF THE ROAD ADJACENT TO THE PROJECT PARCEL/S.

29. MAIN STREET/SR-427 AND US 95A INTERSECTION PROPORTIONATE SHARE:

THE DEVELOPER SHALL PAY A PROPORTIONAL SHARE OF FUTURE IMPROVEMENTS TO THE MAIN STREET/SR-427 AND US 95A INTERSECTION. THE DEVELOPER SHALL PROVIDE THE CITY WITH A PAYMENT PLAN FOR THE PROPORTIONAL SHARE OF FUTURE IMPROVEMENTS TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, NEVADA DEPARTMENT OF TRANSPORTATION, AND ADMINISTRATOR PRIOR TO THE RECORDATION OF A FINAL MAP.

30. MAIN STREET AND MILLER LANE INTERSECTION PROPORTIONATE SHARE:

THE DEVELOPER SHALL PAY A PROPORTIONAL SHARE OF FUTURE IMPROVEMENTS TO THE MAIN STREET/SR-427 AND MILLER LANE INTERSECTION. THE DEVELOPER SHALL PROVIDE THE CITY WITH A PAYMENT PLAN FOR THE PROPORTIONAL SHARE OF FUTURE IMPROVEMENTS TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, NEVADA DEPARTMENT OF TRANSPORTATION, AND ADMINISTRATOR PRIOR TO THE RECORDATION OF A FINAL MAP.



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: April 20, 2022

REPORT TO:	Mayor & City Council
REPORT THRU:	Daphne Hooper, City Manager
REPORT BY:	Tim Thompson, Planning Director
REVIEWED BY:	Brandi Jensen, City Attorney
REVIEWED BY:	Denise Lewis, Finance Director

FINANCIAL IMPACT: ☐ YES ☒ NO	CURRENTLY BUDGETED: ☐ YES ☒ NO ☒ N/A	FUND/ACCOUNT:
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ACTION REQUESTED:	☐ Consent	☒ Motion	☒ Ordinance
	☐ Presentation	☐ Receive/File	☐ Resolution

AGENDA ITEM: (For possible action) Second Reading, Public Hearing, Bill #308 - ZMA22003 Consideration and possible action on Bill #308, an ordinance for a Zoning Map Amendment to change the zoning of a single parcel of land from SF6 (Single Family, 6,000 sq. ft. minimum lot size) to MF21 (Multi-Family, 10-21 dwelling units per acre). The project site is approximately ±3.94 acres in size and is located at 1170 W. Newlands Drive (APN: 020-320-01).

AGENDA ITEM BRIEF: The City of Fernley is requesting to change the zoning on a single parcel of land from SF6 (Single Family, 6,000 sq. ft. minimum lot size) to MF21 (Multifamily, 10-21 dwelling units per acre). The parcel is the former site of the Lyon County Senior Center, which has since been relocated to 105 Lois Lane (APN: 021-103-57).
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RECOMMENDED MOTION: Motion to Approve: "I move to adopt Bill #308 as an ordinance for the Zoning Map Amendment associated with ZMA22003, based on Findings Z1 through Z3 and the facts supporting those findings as set forth in the staff report." Motion to Deny: "Based on information received in written materials and at the public hearings on this matter, I move to deny Bill #308 as an Ordinance for a Zoning Map Amendment request associated with ZMA22003 because I have determined the proposed changes are detrimental to the public's health, safety, and general welfare and am unable to make the following required Zoning Map Amendment Findings: I am unable to make the Finding(s)_____ as it relates to _____. Therefore, I cannot approve the Zoning Map Amendment."
--

Business Impact (per NRS Chapter 237): ☐ A Business Impact Statement is Attached. ☒ A Business Impact Statement is Not Required because: ☒ this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B);

See Attached Report for Background/Analysis/Alternatives.

PROJECT SUMMARY

CASE NUMBER(S):	• ZMA22003
REQUESTED ACTION(S):	• Zoning Map Amendment
PROJECT DESCRIPTION:	• A Zoning Map Amendment request from the City of Fernley to change the zoning of a single parcel of land from SF6 (Single Family, 6,000 sq. ft. minimum lot size) to MF21 (Multifamily, 10-21 dwelling units per acre).
PROPERTY OWNER:	• City of Fernley
APPLICANT:	• City of Fernley
LOCATION:	• 1170 W. Newlands Drive
SITE SIZE:	• ±3.94 acres
EXISTING ZONING:	• SF6 (Single Family, 6,000 sq. ft. minimum lot size)
PROPOSED ZONING	• MF21 (Multifamily, 10-21 dwelling units per acre)
EXISTING LAND USE:	• MFR (Multifamily Residential)
WARD INFORMATION:	• Ward 1 - Councilman Lacy

***A PUBLIC HEARING IS REQUIRED**

POLICY REFERENCE

<i>Nevada Statutes:</i>	<i>NRS 278A</i>
<i>Fernley Municipal Code:</i>	<i>Title 32</i>
<i>Policies & Procedure Manual:</i>	<i>N/A</i>
<i>Community Assessment:</i>	<i>N/A</i>
<i>City of Fernley Development Code:</i>	<i>Section 32.03.040 – Comprehensive Master Plan/Zoning Map Amendments</i>
	<i>Section 32.06.080 – Residential (Multifamily) Zoning Districts</i>
	<i>Section 32.09.035 – Dedication of Water Rights</i>
	<i>Section 32.09.140 – Streets (Roadways)</i>
	<i>Section 32.09.150 – Utilities</i>
	<i>Section 32.12.010 – Adequate Public Facilities Required</i>
	<i>Section 32.13.030 – Improvements, Security, & Inspections</i>

BACKGROUND

The project parcel is the former site of the Lyon County Senior Center and has been under the ownership of the City of Fernley since the 16th of September, 2021. The parcel had been acquired by the City from Lyon County, who had owned the parcel since 1981. Lyon County Resolution 21-25 ([Document # 644692](#)) had passed in September 2021, proclaiming that the City of Fernley exchange the parcel on which the new Senior Center exists (APN: 021-103-57 – 105 Lois Lane) for the project parcel (APN: 020-321-01 – 1170 W. Newlands Drive). As a result of the recorded resolution, the W. Newlands Parcel is currently owned by the City of Fernley, while the Lois Lane Senior Center Parcel is now under the ownership of Lyon County.

At the Fernley City Council Meeting on the 2nd of February, 2022, The City Council approved a motion to instruct City Staff to begin the process of filing a Zoning Map Amendment to change the zoning on the W. Newlands Parcel from SF6 (Single Family, 6,000 sq. ft minimum lot size) to MF21 (Multifamily, 10-21 dwelling units per acre). The application materials and submissions will be furnished by City Staff, and the Zoning Map Amendment will pass through the City's Planning Commission and City Council for Final Approval - akin to a normal Zoning Map Amendment approval process.

ANALYSIS

The MF21 (Multifamily, 10-21 residential dwelling units per acre) zoning district is intended to act as an area for medium-density residential housing types, ranging from single family detached homes, to condominiums or townhomes as well. Amenities such as parks, trails, fitness centers, swimming pools, are highly encouraged in order to offset the impacts of increased residential density. Commercial uses are not permitted as stated within the City's Development Code, although specific assembly or recreational uses may be permissible, pending the approval of a Conditional Use Permit. The MF21 zoning district does not have a minimum lot size requirement, although the minimum site area for development is 6,000 square feet.

FINDINGS

Zoning Map Amendment:

Z1: The application, as submitted, is consistent with the City of Fernley's Comprehensive Master Plan.

Relationship to the Master Plan

1. Multi-Family Residential (MFR)

The proposed development is located within an area designated as Multifamily Residential within the city's Comprehensive Master Plan. The description of the Multifamily Residential Land Use states that the equivalent zoning districts are MF21 (Multifamily, 10-21 dwelling units per acre) and MF30 (Multifamily, 21-30 dwelling units per acre). Per the Comprehensive Master Plan document, Multifamily residential land uses focus on medium to high density residential development such as apartment buildings, attached single family houses, townhomes, condominiums, and duplexes/triplexes/fourplexes. Accessory uses such as Home Occupations or Live/Work dwellings may also be permitted, subject to certain conditions and standards outlined within the City's Development code.

The Comprehensive Master Plan goes on to state that Multi-Family Residential is intended to provide residential opportunities primarily in the urban core areas and are typically located near transportation

corridors, parks, and school sites. Residential uses shall be buffered from adjacent roadways and should integrate convenient pedestrian access when located adjacent to commercial uses. Community amenities should be provided within each development. Direct access from arterials may be allowed with special review and municipal services are required.

2. The Land Use Plan Goals and Action Strategies in the 2018 Comprehensive Master Plan that are relevant to this proposal include:

Population, Housing & Employment

HP.1.1 Enhance Fernley's vitality as a community by providing a variety of housing types, density and costs that accommodate the needs, desires and financial abilities of the current and future households.

- HP.1.1.4 Encourage the efficient use of land and existing infrastructure by focusing on achieving good design in new housing or redeveloped housing on either vacant land, infill parcels and/or under-developed parcels.

Land Use

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

- LU.1.1.1 Require new development to provide its proportionate share of improvements to avoid a degradation of services for existing residents. This requirement will be applied regardless of project size in order to avoid incremental erosion of services and facilities.
- LU.1.1.2 Encourage development of vacant or underutilized lands within the community core where adequate infrastructure and facilities currently exists.
- LU.1.1.3 Require new development to provide certified, stamped studies demonstrating the impact proposed development will have on existing infrastructure and to provide improvements and/or funding in lieu of improvements in proportion to the impacts of the proposed projects on the city's roadway, sewer and water systems.

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

- LU.1.4.2 Projects shall be evaluated with the intent to promote land use compatibility; community design measures can increase compatibility among adjoining land uses.
- LU.1.4.5 Require development plans to address conditions unique to the developing area and minimize impacts to adjacent properties.
- LU.1.4.6 Review all projects in relation to their geographic location, impacts to adjacent communities, fiscal impact and mitigation measures to protect natural and cultural resources. Apply specific conditions of approval tailored for each development proposal.

LU.1.5 Promote Infill Development

- LU.1.5.1 Encourage the intensification of land use in the existing community core.

LU.1.5 It is the intent of the City of Fernley to provide timely, orderly, and efficient arrangement of adequate public facilities and infrastructure that support existing and planned land use patterns and densities.

LU.1.12.1 Subdivision or intensification of land without adequate public facilities available to serve the new development as it occurs shall not be allowed.

Other Goals and Action strategies which may be relevant to this project are, HP.1.2, HP1.2.1, HP1.2.2, HP.1.3, HP.1.3.1, HP.1.3.2, HP.1.4, HP.1.4.1, C.1.2, C.1.2.1, C.1.3, C.1.3.8, LU.1.2, LU.1.2.1, T.1.1, T.1.1.1, T.1.1.5, T.1.1.6, T.1.2, T.1.2.2, T.1.3, T.1.3.2, T.1.3.5, PSF.1.1, PSF1.1.3, PSF.1.1.4, PSF.1.2, PSF.2.1, PSF.2.1.1, PSF.2.1.2, PSF.2.1.3, PSF.2.1.6, PSF.3.3, PSF.3.3.1, and PSF.3.3.2.

The proposed zoning will bring the property into conformance with the adopted Comprehensive Master Plan Land Use Designation.

Z2: Consistent with the surrounding Land Uses:

The following chart shows land use and zoning designations for the parcels directly surrounding the project parcel:

SURROUNDING LAND USES & ZONING		
North:	Interstate 80 right-of-way	
East:	Multiple Family Residential 30 du/ac	MF30
South:	Single Family Residential (6,000 sq. ft. minimum)	SF6
West:	Single Family Residential (6,000 sq. ft. minimum)	SF6

There is existing multi-family residential development located directly to the east of the project site. Those parcels are zoned MF30, which allows for a maximum of 30 dwelling units per acre. The proposed MF21 zoning district will help to provide a buffer between the single family residential located to the west and the multi-family residential located to the east. In addition, the development code includes adjacency standards to help minimize potential impacts a development project may have on the single-family residences

Z3: Public notice was given, and a public hearing has been scheduled per the requirements of the Development Code and Nevada Revised Statutes.

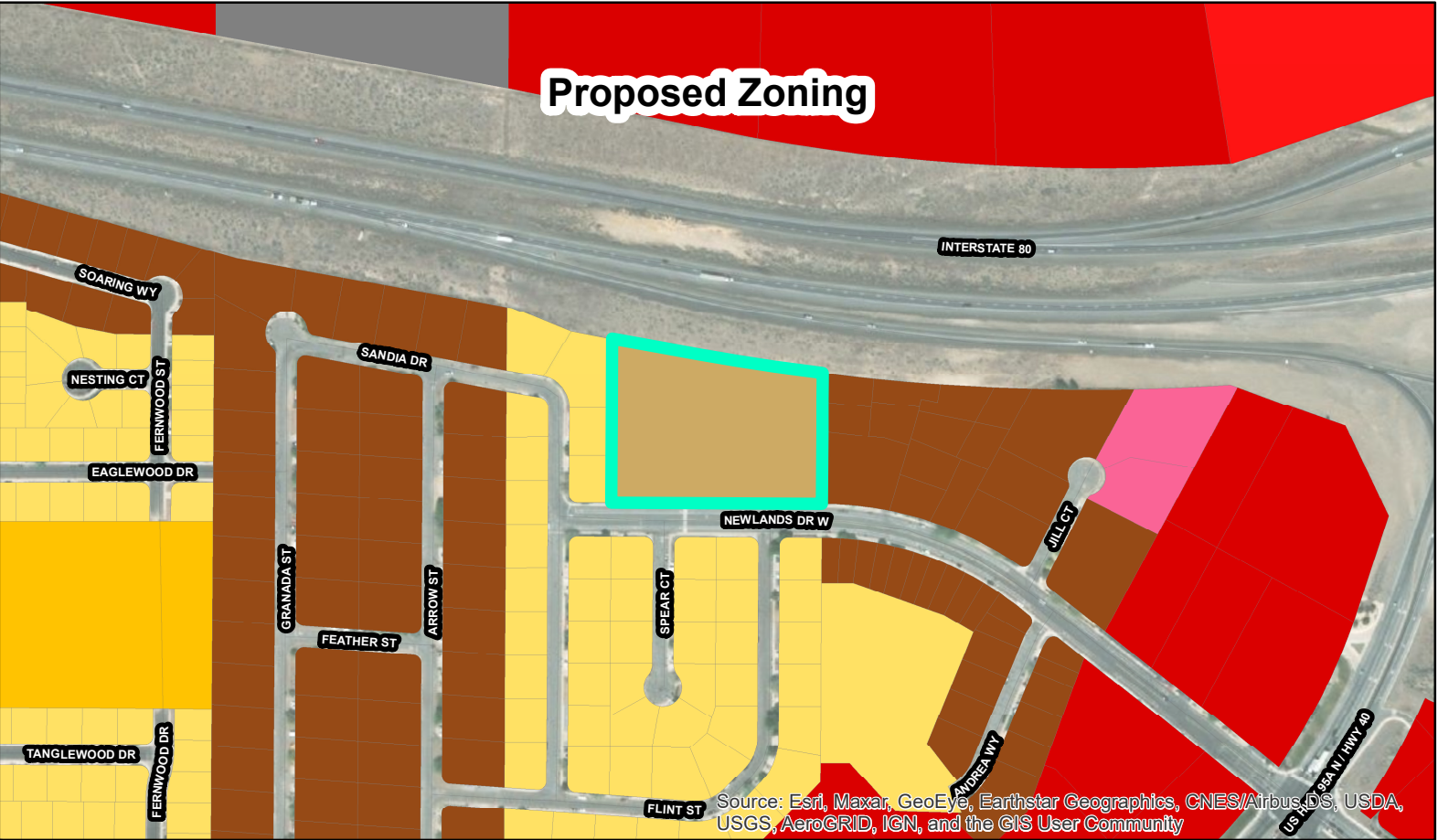
Public notice was given, and a public hearing was scheduled. The Planning Commission and City Council meetings function as the public hearing for this matter as required in the City's Municipal Code and Nevada Revised Statutes.

ATTACHMENTS

1. Vicinity Map
2. Existing & Proposed Zoning Exhibit
3. Bill #308 – Ordinance for Zoning Map Amendment

Vicinity Map





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

BILL # 308
CITY OF FERNLEY
ORDINANCE # 2022-005

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA22003, TO CHANGE THE ZONING FROM SF6 (SINGLE FAMILY, 6,000 SQ. FT. MINIMUM LOT SIZE) TO MF21 (MULTIFAMILY RESIDENTIAL, 10-21 DWELLING UNITS PER ACRE) ON A SITE APPROXIMATELY ±3.94 ACRES IN SIZE LOCATED AT 1170 NEWLANDS DRIVE, FERNLEY, NV, ASSESSOR'S PARCEL NUMBERS 021-321-01, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

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

Section 1: The zoning of property described in Exhibit "A" and shown in Exhibit "B", which is attached hereto and incorporated herein by reference, situated in the City of Fernley, County Of Lyon, State Of Nevada, Is Hereby Changed from SF6 (Single Family, 6,000 sq. ft. minimum lot size) to MF21 (Multifamily Residential, 10-21 dwelling units per acre) on a site approximately ±3.94 acres in size located at 1170 Newlands Drive, Fernley, NV (APN: 021-071-02, and 021-071-03).

SECTION 2: The zoning map of the City of Fernley is hereby amended in accordance with the zoning map amendment herein.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the plan certified herein as provided by law.

SECTION 5: This ordinance shall become effective upon passage, approval, and publication.

SECTION 6: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare and convenience.

SECTION 7: If any subsection, phrase, sentence or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 8: The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL # 308 BEING HEREBY PROPOSED on the 6th day of April 2022.

BILL # 308 BEING HEREBY PASSED, APPROVED and ADOPTED this 20th day of April 2022, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Roy Edgington, Mayor

Date: _____

Attest By: _____
Kim Swanson, City Clerk

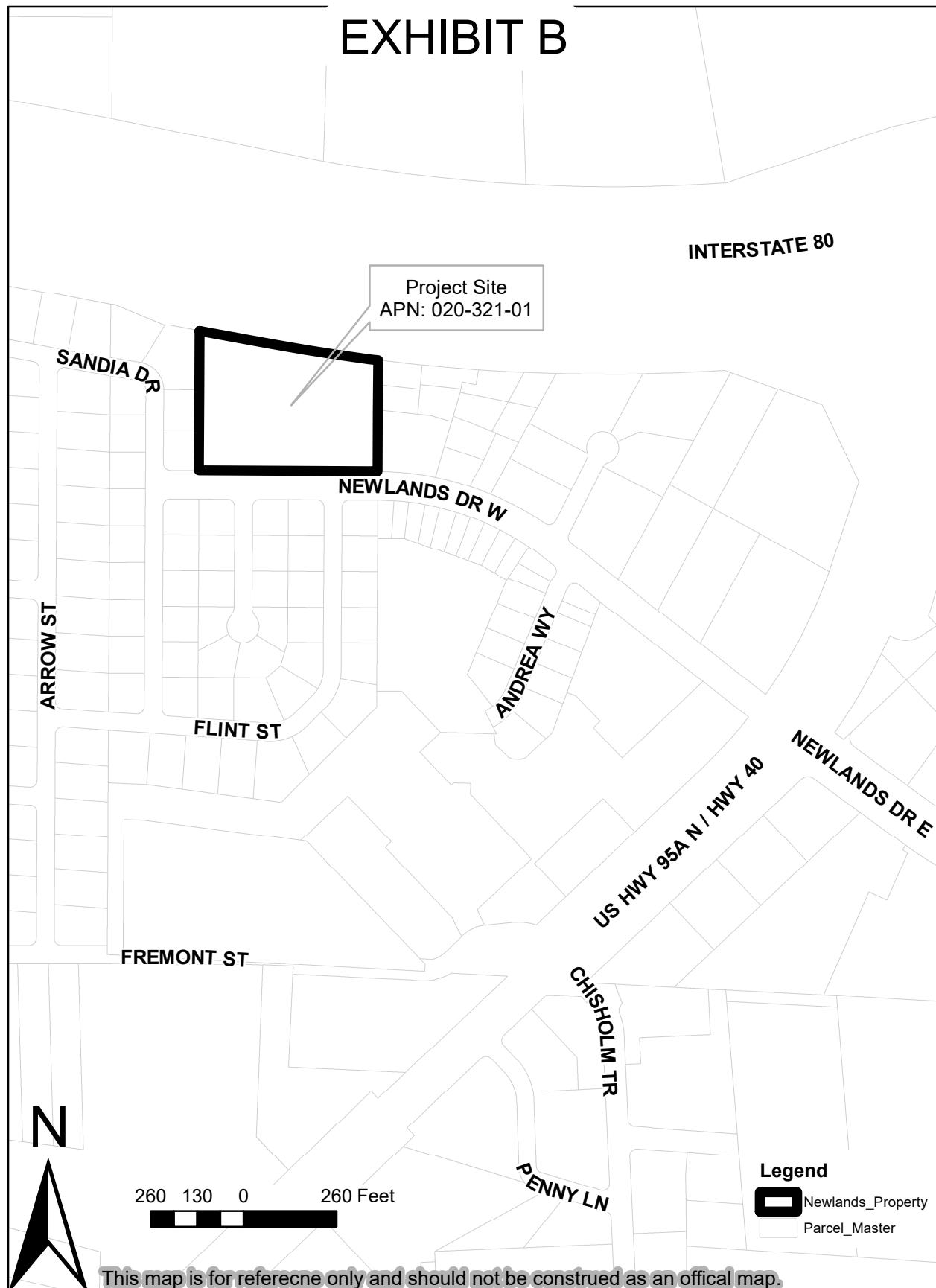
Date: _____

Exhibit A
LEGAL DESCRIPTION OF PROPERTY
APN: 020-321-01

All that certain real property situate in the SW 1/4 of the SW 1/4 , of Section 7, Township 20 North, Range 25 E., M.D.B.&M., Lyon County, Nevada, described as follows:

Lot 5, in BLOCK B, as shown on the Official Map of SANDIA SUBDIVISION NO. 2, recorded in the Official Records of Lyon County, Nevada, on September 11, 1980, as Document No. 55898 and on Certificate of Amendment recorded on 11/30/1981 as Document No. 64915.

EXHIBIT B





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: April 20, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Trisha Conner, Assistant to the City Manager

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

100-413-322

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible action to approve the agreement for the installation of public art during the Mural, Music & Margaritas Festival.

AGENDA ITEM BRIEF:

The City contracted with Sierra Arts Foundation to coordinate the Murals, Music & Margaritas Festival in May 2022. The Sierra Arts Foundation has identified several walls to install the murals that are City property. Staff is requesting Council approval of the public art agreement and installation of the proposed public art during the Murals, Music & Margaritas Festival.

RECOMMENDED MOTION:

"I move to approve the installation of the proposed public art work and agreement with Sierra Arts Foundation for the Murals, Music, & Margarita Festival."

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 some public art work and not others.

BACKGROUND:

In September 2021, the City Council approved a contract between the City of Fernley and Sierra Arts Foundation to coordinate the Fernley Murals, Music & Margaritas Festival in May of 2022. A regional call for artists was released in the fall of 2021 and selected mural artists were determined. In February 2022, City Council approved seven selected artists and five alternate artists for the mural project. In locating walls for painting, Sierra Arts Foundation identified several walls that are City property. Staff is requesting Council approval of the public art agreement and installation of the proposed public art during the Murals, Music & Margaritas Festival.

Next Steps:

Moving forward, City staff will continue to work with Sierra Arts Foundation to make final plans for the event. The event is May 19th - 21st.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

None.

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Music Murals Margarita ltr13190
2. Fernley Parks Mural Proposal



Eric Brooks
17 S. Virginia Street
Reno, NV 89501

775.996.3822-brooks@sierra-arts.org

This agreement between Sierra Arts Foundation and City of Fernley, 595 Silver Lace Blvd, Fernley, NV 89408 is entered into for the purpose of facilitating mural art during the *Fernley Music, Murals and Margarita Festival*. Painting will begin on or before May 19, 2022, and murals will be completed by May 21, 2022. 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 Sierra Arts Foundation 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 Sierra Arts Foundation, in writing, 90 days prior to the removal of the mural. Sierra Arts Foundation has 30 days to respond. If it is a mural on a wall that can be relocated, Sierra Arts Foundation and/or the artist can propose, at their expense, to have it moved within a reasonable time. Should the artist/Sierra Arts Foundation choose not to move it, the owner reserves the right to paint over/remove/demolish the mural.

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, tortuous, 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 even 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 Sierra Arts Foundation in any way for the mural.

Date: _____

Date: _____

Sierra Arts Foundation

Mayor Roy Edgington, City of Fernley

MUSIC • MURALS
& MARGARITAS

Out of Town Park

- Rodeo Arena – Edwin Esco Martinez - Reno, NV



Edwin will redo the 'RODEO' font, keep the existing NHSRA boots, (clean and repaint, students would be welcome to help). Four rodeo/western images on each side. Reference images below.



Two north facing walls, SW of Rodeo Arena

- Prism A.G. - Mexico



- Recycled Propaganda - Izaac Zevalking, Las Vegas, NV
- Izaac is proposing one or two of these designs. One would be for the restroom and one for the container/buildings near the ballpark. He is open to the committee's suggestion on which design/s and placement would be most suitable.



Fernley Art Park

- Pan Pantoja - Reno, NV
- Pan is the original artist who constructed and organized the mosaic tiles for the tortoise. He would like to paint a 'bubble' mural for the shell and the retaining wall to the west. The example is of the sister tortoise in Reno and a 'bubble' mural.



In Town Park

- Jenn Ponci – Sacramento, CA
- Jenn is proposing a historical Railroad/train mural for the south facing wall at the basketball court. Jenn has been ill and wasn't able to deliver a complete sketch. Here is a unfinished sketch and an older train mural.

