



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, October 15, 2025 • 5:00 PM

Mayor
Neal E. McIntyre

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

Acting City Manager
Lydia Altick

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

Zoom information:

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

1.3. Public Forum

1.4. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

2.4. Possible Action to Approve the Will-Serve Request from ERGS Fernley, LLC for River Ranch Apartments Phase 1 for 11.25 ERC's of water and 34.80 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd, Fernley, NV 89408.

2.5. Possible Action to Approve the Will-Serve Request from ERGS Fernley, LLC for River Ranch Apartments Phase 2 for 25.65 ERC's of water and 95.04 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd, Fernley, NV 89408.

2.6. Possible Action to Approve the Will-Serve Request from ERGS Fernley, LLC for River Ranch Apartments Phase 3 for 32.40 ERC's of water and 124.02 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd, Fernley, NV 89408.

2.7. Possible Action to Approve the Will-Serve Request from ERGS Fernley, LLC for River Ranch Apartments Phase 4 for 22.05 ERC's of water and 79.98 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd, Fernley, NV 89408.

2.8. Possible Action to Approve the Will-Serve Request from M4 New Fernley QOZB, LLC for Building C Tenant Improvements for a new office at Victory Logistics District for .91 ERC's for Water and 3.91 ERC's for Sewer for Lyon County Parcel 021-242-20 located at 1730 N. Nevada Pacific Pkwy, Fernley, NV 89408.

2.9. Possible Action to Approve the Will-Serve Request from The Meadows at Inglewood for Reno Orthopedic Center for .04 ERC's for Water and .22ERC's for Sewer for Lyon County Parcel 020-341-11 located at 1034 Inglewood Drive. Unit C, Fernley, NV 89408

2.10. Possible Action to Approve the Will-Serve Request from Love's Travel Stops & Country Stores, Inc for Love's Travel Stop RV Parking Addition for 0.11 ERC's for Water and 0.13 ERC's for Sewer for Lyon County Parcel 021-061-23 located at 825 Commerce Center Drive, Fernley, NV 89408.

2.11. Possible Action to Approve the Will-Serve Request from M4 New Fernley QOZB, LLC for Tenant Improvements for a new office with Victory Logistic Building B for 0.70 ERC's of water and 2.97 ERC's for Sewer for Lyon County Parcel 021-242-21 located at 1740 N. Nevada Pacific Pkwy STE 110, Fernley, NV 89408.

2.12. Possible Action to Approve the Will-Serve Request from Southwest Gas for Interior Office Remodel for 0.13 ERC's for Water and .43 ERC's for Sewer for Lyon County Parcel 021-242-14 located at 5900 Macdonald Drive Fernley, NV 89408.

- 2.13. Possible Action to Approve the Will-Serve Request from Donut Bistro for a new commercial establishment for 0.24 ERC's for Water and 1.09 ERC's for Sewer for Lyon County Parcel 020-034-02 located at 45 W. Main Street, Fernley, NV 89408
 - 2.14. Possible Action to Approve the Will-Serve Request from Martin Bunyard for 1000 Jenny's Lane for 1 ERC's of water for Lyon County Parcel 020-351-03 located at 1000 Jenny's Lane, Fernley, NV 89408.
 - 2.15. Discussion and possible action to approve an amendment for additional engineering services related to the East Cedar Street Roadway Rehabilitation project, including sewer and water utility improvements, as well as the construction management services for an additional cost of \$368,700.
 - 2.16. Discussion and possible action to approve a ground lease agreement between the Boys & Girls Club of Truckee Meadows and the City of Fernley for the ground lease of the Early Learning Center site.
- 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**
- 5.1. Jesse Fromeyer, Kinder Morgan representative, is presenting a generous donation of \$25,000 to support City of Fernley Animal Services. This contribution reflects Kinder Morgan's commitment to community engagement and animal welfare, aligning with the values of Fernley's Animal Control Department, which focuses on public safety, responsible pet ownership, and compassionate care for animals in our community.
 - 5.2. Jessica Murdock, City of Fernley Development Coordinator, to present an update on the Art Park and recognition to TREX, Twisted Steal, and Fernley Aces for their donations to Main Street Art Park.
- 6. STAFF REPORTS**
- 6.1. Discussion and possible action for approval to move forward with the continuation of Phases 2 and 3 of the Main Street Art Park.
 - 6.2. Discussion and possible action to authorize the City to enter into an agreement with Legal Services Agreement with SL Environmental Law Group, Madonna & Madonna LLP, Douglas & London, P.C., Taft Stettinius & Hollister LLP, and Levin Papantonio Proctor Buchanan O'Brien Barr Mougey P.A. for PFAS Litigation. There is no upfront cost to the City under a contingency arrangement. The firm will be compensated at 25% of any gross recovery from the settlement.
- 7. RESOLUTIONS**
- 7.1. Possible action to approve Resolution #25-015 to update the Engineering Department Fee Schedule reflecting the amounts shown in the revised contract with Shaw Engineering for Permit Review
 - 7.2. (For Possible Action) Discussion and possible action regarding Resolution 25-016, associated with MPA25003, a Comprehensive Master Plan Amendment request from the City of Fernley to adjust the Comprehensive Master Plan land use designation for an approximately 2.29-acre parcel located at 60 Sage Street from Low Density Residential (LDR) to Commercial (C)

for consistency with the existing zoning designation of C2 (General Commercial) and for consistency with past Master Plan Amendments for this site (APN 020-272-01).

8. PUBLIC HEARINGS

- 8.1. (For Possible Action) Discussion and possible action regarding the First Amendment to the Red Hawk Ranch Development Agreement (Bill #368, DA20002-AMD1) submitted by Wood Rodgers, Inc. on behalf of Red Hawk Ranch LLC, Series B and DB-BB Investments I, LCC to request the following changes: 1) incorporate all property owners and parcels into the agreement, 2) extend the expiration date of all applicable tentative subdivision maps, 3) establish the framework for a future Special Assessment District, 4) allow an on-site density transfer, and 5) relocate the community park. The Red Hawk Ranch Development Agreement, as amended, encompasses four (4) parcels totaling approximately 161.09 acres in area (APNs 021-041-07, -08, -09, -10).**
- 8.2. (For Possible Action) Discussion and possible action regarding concurrent requests for a Zoning Map Amendment (ZMA25001) and Tentative Subdivision Map (TSM25001) from Wood Rodgers, Inc. on behalf of Genica Clover Ranch, LLC, rezoning six (6) parcels containing approximately 24.72 acres from RR½ (Rural Residential, ½-acre minimum) and RR5 (Rural Residential, 5-acre minimum) to SF6 (Single Family, 6000-square foot minimum) and creating a 105-lot single-family residential subdivision generally located between Farm District Road to the south, Langdon Street to the north, Winnie Lane to the west, and Nevada Pacific Boulevard to the east (APNs 021-331-15, -19, -20, -22, -29, and -38).**
- 8.3. (For Possible Action) Discussion and possible action regarding Bill #367 associated with a Zoning Map Amendment request (ZMA25002) from the City of Fernley rezoning one parcel containing approximately 23.19 acres generally located at 2305 Farm District Road from SF20 (Single Family, 20,000-square foot minimum) to OSP (Open Space and Parks) to bring the site into conformance with the Comprehensive Master Plan land use designation of Open Space and Parks (OSP) (APN 021-303-16).**

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: November 5, 2025 @ 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
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2025-0300	Cross Control Prevention Program Management	10/07/2025	247.00		510-810-320 Prof Serv-Engineering	1025
Total 8934:					247.00			
ARAMARK (VESTIS)								
1895	ARAMARK (VESTIS)	5980324176	floor mat service	09/23/2025	32.85	09/25/2025	510-810-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980325801	PS janitorial supplies	09/30/2025	154.11	10/03/2025	510-840-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980325808	uniforms	09/30/2025	84.49	10/03/2025	100-480-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980325809	matts for shop	09/30/2025	101.30	10/03/2025	100-480-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980325810	Clothing/Mats	09/30/2025	83.77	10/03/2025	100-475-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980325811	floor mat service	09/30/2025	32.85	10/03/2025	510-810-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980325813	Floor Mats	09/30/2025	214.25	10/03/2025	100-417-420 Outside Services	925
1895	ARAMARK (VESTIS)	5980327406	UNIFORMS	10/07/2025	84.49		100-480-420 Outside Services	1025
1895	ARAMARK (VESTIS)	5980327408	floor mat service	10/07/2025	32.85		510-810-420 Outside Services	1025
Total 1895:					820.96			
ARIZONA UNCLAIMED PROPERTY UNIT								
8803	ARIZONA UNCLAIMED PROPERTY UNIT	SEPT 2025	UNCLAIMED PROPERTY REMIITTANCE TO AZ, Z. FITZSIM	09/30/2025	38.23	10/03/2025	520-228201 Unclaimed Deposit Refund Check	925
Total 8803:					38.23			
AT&T								
13	AT&T	98670 SEPT 25	775-786-2229 867 0	09/20/2025	849.32	10/14/2025	100-417-530 Communications	925
Total 13:					849.32			
AUTO & TRUCK ELECTRIC, INC								
8868	AUTO & TRUCK ELECTRIC, INC	49065	BATTERIES FOR FLEET	09/11/2025	440.00	09/25/2025	100-480-610 Automotive Supplies	925
8868	AUTO & TRUCK ELECTRIC, INC	49070	WIRE FOR FLEET	09/11/2025	99.00	09/25/2025	100-480-610 Automotive Supplies	925
8868	AUTO & TRUCK ELECTRIC, INC	49170	batterys	10/01/2025	195.00	10/03/2025	100-480-610 Automotive Supplies	1025
8868	AUTO & TRUCK ELECTRIC, INC	49170	batterys	10/01/2025	245.00	10/03/2025	100-126000 Intergovernmental Receivable	1025
Total 8868:					979.00			
AUTOZONE STORES LLC								
4473	AUTOZONE STORES LLC	3742407202	fuses for new chevy trucks	09/25/2025	25.35	10/03/2025	100-480-610 Automotive Supplies	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 4473:					25.35			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	22876/5	Key/gloves	09/26/2025	22.94	10/03/2025	100-575-600 General Supplies	925
20	BIG R OF FERNLEY	22897/5	SANDING PAPER FOR SHOP	09/30/2025	16.27	10/03/2025	100-480-610 Automotive Supplies	925
20	BIG R OF FERNLEY	22906/5	irrigation supplies	10/01/2025	46.40	10/03/2025	100-575-600 General Supplies	1025
20	BIG R OF FERNLEY	22908/5	New binders	10/01/2025	315.96	10/03/2025	100-475-600 General Supplies	1025
20	BIG R OF FERNLEY	22913/5	glove/degreaser/antifreeze	10/02/2025	52.90	10/03/2025	100-528-600 General Supplies	1025
20	BIG R OF FERNLEY	22914/5	Hardware	10/02/2025	17.08	10/03/2025	100-417-600 General Supplies	1025
20	BIG R OF FERNLEY	22918/5	bolts and nuts	10/02/2025	18.03		520-810-600 General Supplies	1025
20	BIG R OF FERNLEY	22921/5	Seat cover/Carpet cleaner	10/03/2025	88.78	10/03/2025	100-475-600 General Supplies	1025
20	BIG R OF FERNLEY	22922/5	Chain/Drain opener	10/03/2025	34.33	10/03/2025	100-575-600 General Supplies	1025
Total 20:					612.69			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	90625-1	BB - Admin II - Biz Cards	09/23/2025	65.00	09/25/2025	100-529-601 Office Supplies	925
Total 6970:					65.00			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	10677063	Soap/paper towels	09/26/2025	212.04	10/03/2025	100-417-612 Building Maint Supplies	925
8837	BRADY INDUSTRIES OF NEVADA LLC	10709495	Toilet paper, Trash Bags, Cleaning supplies	10/03/2025	611.60		100-417-612 Building Maint Supplies	1025
Total 8837:					823.64			
BUREAU OF RECLAMATION								
3438	BUREAU OF RECLAMATION	2.2.4.22	LO-360 Reimbursable Water Right Admin Cost	09/22/2025	1,498.02	10/03/2025	510-810-698 Water Rights Protection	925
Total 3438:					1,498.02			
CARE FLIGHT								
7204	CARE FLIGHT	MEM-168 2025	HEALTH INSURANCE/CARE FLIGHT- Z. WHALEY	10/01/2025	41.25	10/03/2025	100-475-240 Group Insurance	1025
7204	CARE FLIGHT	MEM-168 2025	HEALTH INSURANCE/CARE FLIGHT- S. VALISKA	10/01/2025	41.25	10/03/2025	100-417-240 Group Insurance	1025
7204	CARE FLIGHT	MEM-168 2025	HEALTH INSURANCE/CARE FLIGHT- K. ITALIANO	10/01/2025	41.24	10/03/2025	100-529-240 Group Insurance	1025
7204	CARE FLIGHT	MEM-168 2025	HEALTH INSURANCE/CARE FLIGHT- J. BEASLEY	10/01/2025	20.63	10/03/2025	520-810-240 Group Insurance	1025
7204	CARE FLIGHT	MEM-168 2025	HEALTH INSURANCE/CARE FLIGHT- J. BEASLEY	10/01/2025	20.63	10/03/2025	510-810-240 Group Insurance	1025
7204	CARE FLIGHT	MEM-168 2025	HEALTH INSURANCE/CARE FLIGHT- J. UMBACH	10/01/2025	41.25	10/03/2025	100-610-240 Group Insurance	1025
Total 7204:					206.25			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AF83X7N	Judges Laptop	09/09/2025	965.80		100-425-600 General Supplies	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
27	CDW GOVERNMENT INC.	AG2L35E	Graphic Card	09/25/2025	198.28	10/03/2025	100-418-600 General Supplies	925
27	CDW GOVERNMENT INC.	AG2TJ5	IT AXIOM 8GB DDR4-2666 UDIMM	09/27/2025	79.82	10/03/2025	100-418-600 General Supplies	925
27	CDW GOVERNMENT INC.	AG2ZS9X	Longer cable for AP scanner	09/29/2025	12.70	10/03/2025	100-415-600 General Supplies	925
Total 27:					1,256.60			
CERRIS SYSTEMS RENO, INC.								
9033	CERRIS SYSTEMS RENO, INC.	7405	PS HVAC Bi-annual Maintenance	07/01/2025	5,782.00	09/25/2025	510-840-424 Outside Serv-HVAC	725
Total 9033:					5,782.00			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	9/2025	WATER-CREDIT CARD PROCESSING FEES 6181757	09/30/2025	3,769.07	09/30/2025	510-810-609 Credit Card Fees	925
8637	CHASE PAYMENTECH MERCHANT SERVICES	9/2025	FINANCE-CREDIT CARD PROCESSING FEES 6291058	09/30/2025	96.13	09/30/2025	100-415-609 Credit Card Fees	925
8637	CHASE PAYMENTECH MERCHANT SERVICES	9/2025	SEWER-CREDIT CARD PROCESSING FEES 6181757	09/30/2025	3,769.06	09/30/2025	520-810-609 Credit Card Fees	925
8637	CHASE PAYMENTECH MERCHANT SERVICES	9/2025	FINANCE-CREDIT CARD PROCESSING FEES 6291057	09/30/2025	1,254.52	09/30/2025	100-415-609 Credit Card Fees	925
Total 8637:					8,888.78			
COLORADO STATE TREASURY								
8804	COLORADO STATE TREASURY	SEPT 2025	UNCLAIMED PROPERTY REMITTANCE TO CO, 1 PROPER	09/30/2025	58.11	09/30/2025	520-228201 Unclaimed Deposit Refund Check	925
Total 8804:					58.11			
CSG FORTE PAYMENTS, INC								
8996	CSG FORTE PAYMENTS, INC	0014317465	FORTE CC MONTHLY STMT AND PROCEES FEES	09/30/2025	63.09	10/10/2025	100-575-420 Outside Services	925
8996	CSG FORTE PAYMENTS, INC	0014317465	FORTE CC MONTHLY STMT AND PROCEES FEES	09/30/2025	63.09	10/10/2025	100-417-420 Outside Services	925
8996	CSG FORTE PAYMENTS, INC	0014317621	FORTE CC MONTHLY STMT AND PROCESS FEES	09/30/2025	2.50	10/10/2025	100-417-420 Outside Services	925
8996	CSG FORTE PAYMENTS, INC	0014317621	FORTE CC MONTHLY STMT AND PROCESS FEES	09/30/2025	2.50	10/10/2025	100-575-420 Outside Services	925
Total 8996:					131.18			
DOWL, LLC								
8931	DOWL, LLC	2	DOWL Planning Reviews	10/02/2025	7,360.00		100-228311 Engineering Reimb. (Maps)	1025
8931	DOWL, LLC	20	Map Review - FPM25001	10/02/2025	267.50	10/03/2025	100-610-322 Prof Serv-Other	1025
8931	DOWL, LLC	7363.30292.03-3	GIS Support - DOWL	10/02/2025	1,261.00		100-529-320 Prof Serv-Engineering	1025
8931	DOWL, LLC	7363.30583.01-6	Engineering Services	10/03/2025	3,192.75		100-610-320 Prof Serv-Engineering	1025
Total 8931:					12,081.25			
EDAWN								
5320	EDAWN	12317	City of Fernley Annual Support 25/26	09/25/2025	12,500.00	10/03/2025	100-412-581 Dues and Memberships	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 5320:					12,500.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	100625	REIMB FOR HOTEL PARKING & RESORT FEES FOR APW	10/06/2025	108.28		100-529-582 Travel	1025
8639	EMPLOYEES, CITY OF FERNLEY	10625	REIMB FOR MILEAGE TO AND FROM APWA CONF. K. ITAL	10/06/2025	81.20		100-529-582 Travel	1325
8639	EMPLOYEES, CITY OF FERNLEY	10825	REIMB FOR MILEAGE TO AND FROM APWA CONF. B. FER	01/08/2025	81.20		100-529-582 Travel	1325
8639	EMPLOYEES, CITY OF FERNLEY	192238099	REIMB FOR CDL RENEWAL- J. HAUMANN	09/25/2025	111.50	10/03/2025	520-810-642 Licenses and Permits	925
8639	EMPLOYEES, CITY OF FERNLEY	OCT2025	REIMB FOR PARKING FEE-APWA FALL CONF. 2025 O. JO	10/03/2025	30.00	10/03/2025	100-417-582 Travel	1025
Total 8639:					412.18			
EVERON, LLC								
8979	EVERON, LLC	159764691	PS security system agreement	10/01/2025	946.08		510-840-420 Outside Services	1025
Total 8979:					946.08			
FERNLEY REPAIR LLC								
9071	FERNLEY REPAIR LLC	7552-1	Filter Housing Repair on fridge	09/05/2025	470.35	10/03/2025	100-417-430 Outside Serv-Repair & Maint	925
Total 9071:					470.35			
FLORES, ROBERT C.								
9012	FLORES, ROBERT C.	91025	PLANNING COMMISSION STIPEND	09/10/2025	80.00	10/03/2025	100-610-322 Prof Serv-Other	925
Total 9012:					80.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-WTP	09/15/2025	83.34	10/03/2025	510-840-626 Gasoline	925
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-COURT	09/15/2025	58.25	10/03/2025	100-425-626 Gasoline	925
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-ENG	09/15/2025	54.72	10/03/2025	100-529-626 Gasoline	925
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-WD	09/15/2025	816.71	10/03/2025	510-810-626 Gasoline	925
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-FLEET	09/15/2025	45.21	10/03/2025	100-480-626 Gasoline	925
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-FACILITIES	09/15/2025	618.79	10/03/2025	100-417-626 Gasoline	925
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-PARKS	09/15/2025	602.19	10/03/2025	100-575-626 Gasoline	925
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-WW	09/15/2025	874.11	10/03/2025	520-810-626 Gasoline	925
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-ANIMAL CONTROL	09/15/2025	78.71	10/03/2025	100-525-626 Gasoline	925
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-VECTOR	09/15/2025	73.41	10/03/2025	100-528-626 Gasoline	925
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-STREETS	09/15/2025	943.43	10/03/2025	100-475-626 Gasoline	925
18	FLYERS ENERGY, LLC	CFS-4376577	GASOLINE-BUILDING	09/15/2025	287.46	10/03/2025	100-605-626 Gasoline	925
Total 18:					4,536.33			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0617	Lobbyist Contract OCT 25	10/01/2025	5,800.00	10/03/2025	100-413-322 Prof Serv-Other	1025
Total 8869:					5,800.00			
GARVIN, TESSA								
9010	GARVIN, TESSA	91025	PLANNING COMMISSION STIPEND	09/10/2025	80.00	10/03/2025	100-610-322 Prof Serv-Other	925
Total 9010:					80.00			
GOPHER CONSTRUCTION INC								
202	GOPHER CONSTRUCTION INC	36729	Type 2 Base	09/29/2025	1,098.69		100-475-600 General Supplies	925
202	GOPHER CONSTRUCTION INC	36786	type 2 road base	09/30/2025	706.21		510-810-431 Outside Serv-Road Maint	925
Total 202:					1,804.90			
GRAINGER								
252	GRAINGER	9658087045	Safety Glasses	09/29/2025	128.28	10/03/2025	100-475-616 Safety Supplies	925
252	GRAINGER	9660329906	Lift Station Fuses	10/01/2025	12.29		520-810-614 Shop Supplies	1025
Total 252:					140.57			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	718126688	COMMUNICATIONS OCT 2025	10/01/2025	361.19	10/08/2025	100-417-530 Communications	1025
Total 8838:					361.19			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	70568	WHEEL SOCKET	09/17/2025	44.79	09/25/2025	100-480-600 General Supplies	925
8987	H&H INVESTMENTS & TOOL SUPPLY	70823	10 PIECE SCREWDRIVER SET FOR SHOP	09/24/2025	321.94	09/25/2025	100-480-600 General Supplies	925
Total 8987:					366.73			
HACH COMPANY								
406	HACH COMPANY	14703970	PS instrument reagent	10/07/2025	567.75		510-840-614 Shop Supplies	1025
Total 406:					567.75			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111939	Misc. Service Labor	09/15/2025	145.00	10/03/2025	100-605-420 Outside Services	925
70	HANNEMAN SERVICE	14479	2005 Chrysler 300 Red No Plates 315 Marshall St.	09/15/2025	55.00	10/03/2025	100-605-420 Outside Services	925
Total 70:					200.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
HANSFORD ECONOMIC CONSULTING LLC								
6228	HANSFORD ECONOMIC CONSULTING LLC	869	Utility Rate Study	10/06/2025	953.00		510-810-420 Outside Services	1025
6228	HANSFORD ECONOMIC CONSULTING LLC	869	Utility Rate Study	10/06/2025	953.00		520-810-420 Outside Services	1025
Total 6228:					1,906.00			
HARBOR FREIGHT COMMERCIAL ACCOUNT								
457	HARBOR FREIGHT COMMERCIAL ACCOUNT	71206ff1	Utility carts	10/06/2025	149.98		510-840-614 Shop Supplies	1025
Total 457:					149.98			
HAT LTD PARTNERSHIP								
110	HAT LTD PARTNERSHIP	17269446	Temp Manpower S Hedrick Week End 9/21/25	09/24/2025	826.51	10/03/2025	100-416-420 Outside Services	925
110	HAT LTD PARTNERSHIP	17269446	Temp Manpower S Hedrick Week End 9/21/25	09/24/2025	156.57	10/03/2025	510-810-420 Outside Services	925
110	HAT LTD PARTNERSHIP	17269446	Temp Manpower S Hedrick Week End 9/21/25	09/24/2025	82.01	10/03/2025	520-810-420 Outside Services	925
Total 110:					1,065.09			
HOLT, JULIANNE								
9026	HOLT, JULIANNE	91025	PLANNING COMMISSION STIPEND	09/10/2025	80.00	10/03/2025	100-610-322 Prof Serv-Other	925
Total 9026:					80.00			
IBEW Local 1245								
83	IBEW Local 1245	OCT 2025-1	UNION DUES, ONE HALF OF MONTH	10/03/2025	1,408.92	10/06/2025	100-219900 OTHER PAYROLL PAYABLES	1025
Total 83:					1,408.92			
IDAHO STATE TREASURERS OFFICE								
8806	IDAHO STATE TREASURERS OFFICE	SEPT 2025	UNCLAIMED PROPERTY REMITTANCE TO ID, 1 PROPERT	09/30/2025	6.63	09/30/2025	510-228201 Unclaimed Deposit Refund Check	925
Total 8806:					6.63			
INTERCEPT INC								
9054	INTERCEPT INC	9897	Steven Williams	09/07/2025	310.00		100-425-341 Pretrial Services Program	925
Total 9054:					310.00			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	OCT 2025-1	MED TAX PAYABLE, PAYROLL	10/03/2025	7,800.96	10/03/2025	100-211000 FICA PAYABLE	1025
7879	INTERNAL REVENUE SERVICE	OCT 2025-1	FICA TAX PAYABLE, PAYROLL	10/03/2025	231.88	10/03/2025	100-211000 FICA PAYABLE	1025
7879	INTERNAL REVENUE SERVICE	OCT 2025-1	W/HOLD TAX PAYABLE, PAYROLL	10/03/2025	29,699.81	10/03/2025	100-212000 FEDERAL WITHHOLDING PAYAB	1025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 7879:					37,732.65			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	886019-IN	OIL for fleet	09/26/2025	228.91	10/03/2025	100-480-610 Automotive Supplies	925
4329	INTERSTATE OIL COMPANY	TW83420-IN	fuel	09/30/2025	508.13		100-480-625 Bulk Diesel	925
4329	INTERSTATE OIL COMPANY	TW83420-IN	gasoline	09/30/2025	346.10		510-810-626 Gasoline	925
4329	INTERSTATE OIL COMPANY	TW83420-IN	fuel	09/30/2025	508.13		520-810-625 Bulk Diesel	925
4329	INTERSTATE OIL COMPANY	TW83420-IN	gasoline	09/30/2025	346.11		520-810-626 Gasoline	925
4329	INTERSTATE OIL COMPANY	TW83420-IN	fuel	09/30/2025	508.13		100-475-625 Bulk Diesel	925
4329	INTERSTATE OIL COMPANY	TW83420-IN	fuel	09/30/2025	508.13		510-810-625 Bulk Diesel	925
4329	INTERSTATE OIL COMPANY	TW83420-IN	gasoline	09/30/2025	345.37		100-575-626 Gasoline	925
Total 4329:					3,299.01			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	25016842	Bldg 3 extinguishers	10/06/2025	265.00		510-840-420 Outside Services	1025
8667	JOHNSON CONTROLS FIRE PROTECTION LP	25016843	Bldg 4 fire sprinkler inspection	10/06/2025	275.00		510-840-420 Outside Services	1025
8667	JOHNSON CONTROLS FIRE PROTECTION LP	25016851	bldg 1 extinguishers	10/06/2025	150.00		510-840-420 Outside Services	1025
8667	JOHNSON CONTROLS FIRE PROTECTION LP	25016852	bldg 2 extinguishers	10/06/2025	169.00		510-840-420 Outside Services	1025
8667	JOHNSON CONTROLS FIRE PROTECTION LP	25017036	bldg 1 fire systems inspection	10/07/2025	225.00		510-840-420 Outside Services	1025
8667	JOHNSON CONTROLS FIRE PROTECTION LP	25017037	bldg 3 fire systems inspection	10/07/2025	985.87		510-840-420 Outside Services	1025
8667	JOHNSON CONTROLS FIRE PROTECTION LP	25017038	bldg 4 fire systems inspection	10/07/2025	1,588.00		510-840-420 Outside Services	1025
8667	JOHNSON CONTROLS FIRE PROTECTION LP	25017039	bldg 2 fire systems inspection	10/07/2025	339.13		510-840-420 Outside Services	1025
Total 8667:					3,997.00			
JUB ENGINEERS, INC								
8846	JUB ENGINEERS, INC	186837	Mesa Drive Water Main Extension	07/23/2025	1,272.20	09/25/2025	510-166100 Construction In Progress	725
8846	JUB ENGINEERS, INC	188592	Mesa Drive Water Main Extension	09/22/2025	1,253.70	09/25/2025	510-166100 Construction In Progress	925
Total 8846:					2,525.90			
KELLER ASSOCIATES INC								
9056	KELLER ASSOCIATES INC	252959	Final Invoice - Close Project	09/15/2025	841.25	10/03/2025	510-166100 Construction In Progress	925
Total 9056:					841.25			
LEE, WALTER M.								
9039	LEE, WALTER M.	4	Final Invoice Camille Lift Station	09/05/2025	7,633.45		520-166100 Construction In Progress	925
Total 9039:					7,633.45			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
LEWIS, ANGELA								
9020	LEWIS, ANGELA	91025	PLANNING COMMISSION STIPEND	09/10/2025	80.00	10/03/2025	100-610-322 Prof Serv-Other	925
Total 9020:					80.00			
LICKETY SPLIT EXPRESS WASH, LLC								
9051	LICKETY SPLIT EXPRESS WASH, LLC	#1 PW SEPT 25	1 truck wash	09/30/2025	11.00		100-417-420 Outside Services	925
9051	LICKETY SPLIT EXPRESS WASH, LLC	#15 CITY HALL 6001 SEP	6 Car washes	09/30/2025	66.00		100-417-420 Outside Services	925
9051	LICKETY SPLIT EXPRESS WASH, LLC	#3 STREETS SEPT 25	2 truck washes	09/30/2025	22.00		100-475-420 Outside Services	925
9051	LICKETY SPLIT EXPRESS WASH, LLC	#4 WD SEPT 25	2 truck washes	09/30/2025	35.00		510-810-420 Outside Services	925
9051	LICKETY SPLIT EXPRESS WASH, LLC	#6 UTDIR SEPT 25	1 car wash	09/30/2025	3.66		510-810-420 Outside Services	925
9051	LICKETY SPLIT EXPRESS WASH, LLC	#6 UTDIR SEPT 25	1 car wash	09/30/2025	3.67		510-840-420 Outside Services	925
9051	LICKETY SPLIT EXPRESS WASH, LLC	#6 UTDIR SEPT 25	1 car wash	09/30/2025	3.67		520-810-420 Outside Services	925
9051	LICKETY SPLIT EXPRESS WASH, LLC	#8 WW SEPT 25	2 truck washes	09/30/2025	22.00		520-810-420 Outside Services	925
9051	LICKETY SPLIT EXPRESS WASH, LLC	#9 WTP SEPT 25	1 truck wash	09/30/2025	11.00		510-840-420 Outside Services	925
Total 9051:					178.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	71036	Curb paint	09/22/2025	365.61	09/25/2025	510-810-614 Shop Supplies	925
7650	LOWES CREDIT SERVICES	72938	Asphalt sealant art park	09/23/2025	748.15		100-575-600 General Supplies	925
7650	LOWES CREDIT SERVICES	76101	Nails, Clamps, Hangers	09/25/2025	56.60		100-417-600 General Supplies	925
7650	LOWES CREDIT SERVICES	76639	SCADA Tech - General Supplies	09/25/2025	25.73	10/03/2025	510-840-600 General Supplies	925
7650	LOWES CREDIT SERVICES	76639	SCADA Tech - General Supplies	09/25/2025	25.73	10/03/2025	510-810-600 General Supplies	925
7650	LOWES CREDIT SERVICES	76639	SCADA Tech - General Supplies	09/25/2025	51.49	10/03/2025	520-810-600 General Supplies	925
7650	LOWES CREDIT SERVICES	77882	Lydia's Picture Frame Materials	09/10/2025	89.25	10/03/2025	100-413-600 General Supplies	925
7650	LOWES CREDIT SERVICES	77935	Spooktacular 25 Decorations	10/01/2025	910.75	10/03/2025	100-412-650 Community Support	1025
7650	LOWES CREDIT SERVICES	78401	floor paint and supplies	09/26/2025	136.45	10/03/2025	510-810-614 Shop Supplies	925
7650	LOWES CREDIT SERVICES	88985	Lydias Picture Frame Materials	09/16/2025	44.61	10/03/2025	100-413-600 General Supplies	925
7650	LOWES CREDIT SERVICES	88993	Drip line materials for planter boxes	10/02/2025	281.02	10/03/2025	230-575-730 Improve Other than Buildings	1025
7650	LOWES CREDIT SERVICES	90711	Hard Hat	10/03/2025	56.98		100-475-616 Safety Supplies	1025
7650	LOWES CREDIT SERVICES	90711	Hardware	10/03/2025	23.88		100-475-600 General Supplies	1025
7650	LOWES CREDIT SERVICES	97723	hose and hose mounts for well houses	09/05/2025	226.61	09/25/2025	510-810-600 General Supplies	925
Total 7650:					3,042.86			
LP INSURANCE SERVICES, INC								
8746	LP INSURANCE SERVICES, INC	1073530	Add CRRC building to insurance policy 7/1/25-7/1/26	09/01/2025	33,452.50	10/03/2025	225-417-520 Insurance	925
8746	LP INSURANCE SERVICES, INC	1075911	Policy EB FEE NOV 2025	11/01/2025	2,500.00	10/03/2025	100-413-322 Prof Serv-Other	1125
Total 8746:					35,952.50			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	129242	Pond 4A and 4B Relining	09/23/2025	11,487.25	09/25/2025	520-166100 Construction In Progress	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
370	LUMOS & ASSOCIATES INC	129377	East Lift Station Improvements	09/29/2025	9,764.00	10/03/2025	520-166100 Construction In Progress	925
Total 370:					21,251.25			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	Sep2025	School Tax (RCT) payable to Lyon County	09/30/2025	24,000.00		100-227015 School RCT Payble to County	925
106	LYON COUNTY CLERK/TREASURER	Sep2025	1% Admin fee (kept by city)	09/30/2025	240.00-		100-330-450 Administration Fees	925
106	LYON COUNTY CLERK/TREASURER	TLT Sep 25	Transient Lodging Tax	09/30/2025	4,425.42		225-227010 TLT Payable to County	925
Total 106:					28,185.42			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	2089311	LIEN REL- 2129 FORT BRIDGER RD 02089311	09/30/2025	43.00	10/03/2025	510-810-322 Prof Serv-Other	925
Total 108:					43.00			
MARQUIS AURBACH CHTD								
9072	MARQUIS AURBACH CHTD	446494	outside legal hr	08/31/2025	125.00	09/25/2025	100-414-310 Prof Serv-Legal	825
Total 9072:					125.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I27408	Portable Restroom Maintenance	10/01/2025	128.33	10/03/2025	100-575-430 Outside Serv-Repair & Maint	1025
8509	MARSHALL'S SEPTIC CARE	I27409	Portable Restroom Maintenance	10/01/2025	128.33	10/03/2025	100-575-430 Outside Serv-Repair & Maint	1025
8509	MARSHALL'S SEPTIC CARE	I27410	Portable Restroom Maintenance	10/01/2025	551.65	10/03/2025	100-575-430 Outside Serv-Repair & Maint	1025
8509	MARSHALL'S SEPTIC CARE	I27411	Portable Restroom Maintenance	10/01/2025	220.66	10/03/2025	100-575-430 Outside Serv-Repair & Maint	1025
8509	MARSHALL'S SEPTIC CARE	I27412	Portable Restroom Maintenance	10/01/2025	220.66	10/03/2025	100-575-430 Outside Serv-Repair & Maint	1025
8509	MARSHALL'S SEPTIC CARE	I27413	Portable Restroom Maintenance	10/01/2025	118.33	10/03/2025	100-575-430 Outside Serv-Repair & Maint	1025
8509	MARSHALL'S SEPTIC CARE	I27414	Portable Restroom Maintenance	10/01/2025	118.33	10/03/2025	100-417-430 Outside Serv-Repair & Maint	1025
Total 8509:					1,486.29			
MCCULLAR, JENNI LEI								
9019	MCCULLAR, JENNI LEI	91025	PLANNING COMMISSION STIPEND	09/10/2025	80.00	10/03/2025	100-610-322 Prof Serv-Other	925
Total 9019:					80.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12511363	outside legal planning	09/30/2025	9,277.50		100-414-310 Prof Serv-Legal	925
Total 322:					9,277.50			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	09/2025	UNCLAIMED PROPERTY REMITTANCE TO MN, 1 PROPER	09/30/2025	40.82	09/30/2025	520-228201 Unclaimed Deposit Refund Check	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
1111	MISCELLANEOUS ONE TIME VENDOR	252915952	OVERPAYMENT- DOG LICENSE "AVOCADO"	09/29/2025	50.00		100-320-170 Animal License Fees	925
1111	MISCELLANEOUS ONE TIME VENDOR	41.000000347	OVERPAYMENT- DOG LICENSE "RUCAROO"	09/26/2025	5.00	10/03/2025	100-320-170 Animal License Fees	925
1111	MISCELLANEOUS ONE TIME VENDOR	9/2025	UNCLAIMED PROPERTY REMITTANCE TO VA, 1 PROPER	09/30/2025	69.66	10/01/2025	520-228201 Unclaimed Deposit Refund Check	925
1111	MISCELLANEOUS ONE TIME VENDOR	SEP 2025	UNCLAIMED PROPERTY REMITTANCE TO KS, 1 PROPER	09/30/2025	97.64	09/30/2025	510-228201 Unclaimed Deposit Refund Check	925
1111	MISCELLANEOUS ONE TIME VENDOR	SEPT 2025	UNCLAIMED PROPERTY REMITTANCE TO AK, 1 PROPER	09/30/2025	1,449.66	09/30/2025	510-228201 Unclaimed Deposit Refund Check	925
Total 1111:					1,712.78			
MIT DIVING & COATING								
9090	MIT DIVING & COATING	9292025	PS TWR1 Tank Inspection	09/29/2025	2,950.00	10/03/2025	510-840-430 Outside Serv-Repair & Maint	925
Total 9090:					2,950.00			
MOFFITT ANIMAL CLINIC								
6660	MOFFITT ANIMAL CLINIC	186265	Scott (#KD) 9/18/25	09/18/2025	589.50	10/03/2025	100-525-322 Prof Serv-Other	925
6660	MOFFITT ANIMAL CLINIC	186266	Mosiac (#JD) 9/18/25	09/18/2025	107.00	10/03/2025	100-525-322 Prof Serv-Other	925
6660	MOFFITT ANIMAL CLINIC	186267	Black Cat 6-17-25 (# DI)	09/17/2025	391.69	10/03/2025	100-525-322 Prof Serv-Other	925
Total 6660:					1,088.19			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	7044249	Quarterly Maintenance Alarms	10/01/2025	434.91		100-417-430 Outside Serv-Repair & Maint	1025
Total 8814:					434.91			
MSC INDUSTRIAL SUPPLY CO								
115	MSC INDUSTRIAL SUPPLY CO	59407660	Hydration Packs	09/24/2025	35.99	10/03/2025	100-475-600 General Supplies	925
Total 115:					35.99			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	437004	battery puller	09/24/2025	47.48	09/25/2025	100-480-600 General Supplies	925
58	NAPA AUTO & TRUCK PARTS	437094	WATER DITRIBUTION FLOOR LINERS FOR NEW TRUCK	09/25/2025	883.46	10/03/2025	100-480-610 Automotive Supplies	925
58	NAPA AUTO & TRUCK PARTS	437288	returned incorrect steps	09/30/2025	494.99-	10/03/2025	100-480-610 Automotive Supplies	925
58	NAPA AUTO & TRUCK PARTS	437308	Air valve for tender 61	09/30/2025	213.99	10/03/2025	100-126000 Intergovernmental Receivable	925
58	NAPA AUTO & TRUCK PARTS	437406	Cleaning supplies	10/01/2025	75.22	10/03/2025	520-810-600 General Supplies	1025
58	NAPA AUTO & TRUCK PARTS	437443	floor liners for streets	10/02/2025	125.87		100-480-610 Automotive Supplies	1025
58	NAPA AUTO & TRUCK PARTS	437455	2003 fixing for new operator	10/02/2025	70.75		100-480-610 Automotive Supplies	1025
Total 58:					921.78			
NDEP NV DIV OF ENVIRONMENTAL PROTECTION								
4038	NDEP NV DIV OF ENVIRONMENTAL PROTECTION	02871-MB2025	RENEWAL FEE FOR D1-OIT FOR M. BRAZZANOVICH	09/23/2025	50.00	10/03/2025	510-810-642 Licenses and Permits	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 4038:					50.00			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Sep 25	Transient Lodging Tax	09/30/2025	2,655.25		225-227015 TLT Payable to State	925
Total 6378:					2,655.25			
NEVADA EMPLOYMENT SECURITY DIV								
300	NEVADA EMPLOYMENT SECURITY DIV	3RD QTR 2025	UNEMPLOYMENT CONTRIBUTIONS	09/30/2025	8,368.82	10/10/2025	100-218900 UNEMPLOYMENT PAYABLE	925
Total 300:					8,368.82			
NEVADA STATE TREASURER								
127	NEVADA STATE TREASURER	3RD QTR 2025	CHILD SUPPORT WITHHOLDING FEES	09/30/2025	24.00		100-219900 OTHER PAYROLL PAYABLES	925
Total 127:					24.00			
NEVADA SUPREME COURT								
8111	NEVADA SUPREME COURT	ARINV131	Courtview Invoice	07/16/2025	20,000.00	10/03/2025	200-425-322 Prof Serv-Other	725
Total 8111:					20,000.00			
NV ENERGY								
167	NV ENERGY	13818 SEPT 25	34596405113818 ACH	09/26/2025	37.98	10/14/2025	100-475-622 Electricity	925
167	NV ENERGY	13924 SEPT 25	48768108113924 ACH	09/26/2025	37.54	10/14/2025	100-475-622 Electricity	925
167	NV ENERGY	26093 OCT 25	34596402626093 ACH	10/04/2025	3,408.81	10/22/2025	100-575-622 Electricity	1025
167	NV ENERGY	26100 OCT 25	34596502626100 ACH	10/04/2025	43.21	10/22/2025	520-810-622 Electricity	1025
167	NV ENERGY	26100 OCT 25	34596502626100 ACH	10/04/2025	33,626.51	10/22/2025	510-810-622 Electricity	1025
167	NV ENERGY	26445 SEPT 25	34596505226445 ACH	09/25/2025	7,336.26	10/13/2025	510-840-622 Electricity	925
167	NV ENERGY	28458 SEPT 25	34596505228458 ACH	09/25/2025	15,536.30	10/13/2025	510-840-622 Electricity	925
167	NV ENERGY	29499 OCT 25	1000213677906929499 ACH	09/30/2025	52.41	10/16/2025	100-475-622 Electricity	925
167	NV ENERGY	30672 SEPT 25	213677908230672 ACH	09/26/2025	44.51	10/14/2025	100-575-622 Electricity	925
167	NV ENERGY	42683 OCT 25	82190404842683 ACH	10/04/2025	7,034.50	10/22/2025	520-810-622 Electricity	1025
167	NV ENERGY	42683 OCT 25	82190404842683 ACH	10/04/2025	200.29	10/22/2025	100-575-622 Electricity	1025
167	NV ENERGY	42683 OCT 25	82190404842683 ACH	10/04/2025	242.56	10/22/2025	510-810-622 Electricity	1025
167	NV ENERGY	42683 OCT 25	82190404842683 ACH	10/04/2025	58.80	10/22/2025	100-475-622 Electricity	1025
167	NV ENERGY	71493 SEPT 25	271223607571493 ACH	09/26/2025	43.97	10/14/2025	100-475-622 Electricity	925
167	NV ENERGY	97731 SEPT 25	213677908197731 ACH	09/26/2025	46.98	10/14/2025	100-575-622 Electricity	925
167	NV ENERGY	97899 OCT 25	80865904797899 ACH	10/04/2025	10,530.30	10/22/2025	100-475-622 Electricity	1025
Total 167:					78,280.93			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
OFFICE DEPOT								
133	OFFICE DEPOT	438212307001	USBs for discovery distribution	09/17/2025	55.35	09/25/2025	100-414-600 General Supplies	925
133	OFFICE DEPOT	438610012001	Office Supplies- Binders	10/06/2025	9.36		520-810-601 Office Supplies	1025
133	OFFICE DEPOT	438610012001	Office Supplies- Binders	10/06/2025	4.67		510-810-601 Office Supplies	1025
133	OFFICE DEPOT	438610012001	Office Supplies- Binders	10/06/2025	4.67		510-840-601 Office Supplies	1025
133	OFFICE DEPOT	438617912001	Office Supplies- Letter opener	10/04/2025	2.71		520-810-601 Office Supplies	1025
133	OFFICE DEPOT	438617912001	Office Supplies- Letter opener	10/04/2025	1.34		510-810-601 Office Supplies	1025
133	OFFICE DEPOT	438617912001	Office Supplies- Letter opener	10/04/2025	1.34		510-840-601 Office Supplies	1025
133	OFFICE DEPOT	438617917001	Office Supplies- wall sign	10/07/2025	6.24		510-810-601 Office Supplies	1025
133	OFFICE DEPOT	438617917001	Office Supplies- wall sign	10/07/2025	6.24		510-840-601 Office Supplies	1025
133	OFFICE DEPOT	438617917001	Office Supplies- wall sign	10/07/2025	12.51		520-810-601 Office Supplies	1025
133	OFFICE DEPOT	439453767001	UT OFFICE SUPPLIES	09/23/2025	313.93	10/03/2025	520-810-601 Office Supplies	925
133	OFFICE DEPOT	439453767001	UT OFFICE SUPPLIES	09/23/2025	313.96	10/03/2025	510-810-601 Office Supplies	925
133	OFFICE DEPOT	440467219001	Copy Paper, gloves, ink	09/29/2025	437.66		100-425-600 General Supplies	925
133	OFFICE DEPOT	440468388001	UA Testing Gloves	09/27/2025	474.07		100-425-600 General Supplies	925
133	OFFICE DEPOT	441183611001	Office Supplies- toner, note pads	09/24/2025	184.70	10/03/2025	100-610-601 Office Supplies	925
133	OFFICE DEPOT	441184066001	Office Supplies- post it notes	09/24/2025	18.77	10/03/2025	100-610-601 Office Supplies	925
133	OFFICE DEPOT	441445671001	Office supplies- staples, laminating pouch	09/30/2025	31.06	10/03/2025	100-417-601 Office Supplies	925
133	OFFICE DEPOT	441445973001	Office supplies- staples, stapler, paper clips	09/30/2025	25.54	10/03/2025	100-417-601 Office Supplies	925
133	OFFICE DEPOT	442232472001	Badge clips HR	10/01/2025	33.14	10/03/2025	100-419-600 General Supplies	1025
133	OFFICE DEPOT	443171368001	Office Supplies- binders, post it notes, dividers, eraser, lamina	10/02/2025	78.31		100-529-601 Office Supplies	1025
133	OFFICE DEPOT	443811673001	Office Supplies- mouse, notebook	10/07/2025	24.39		100-529-601 Office Supplies	1025
Total 133:					2,039.96			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-376043	PARTS FOR 4001	09/24/2025	25.99	09/25/2025	100-480-610 Automotive Supplies	925
6230	O'REILLY AUTO PARTS	3599-376101	Don truck hitch Purchase	09/24/2025	49.00	10/03/2025	520-810-610 Automotive Supplies	925
6230	O'REILLY AUTO PARTS	3599-376108	Don truck hitch Purchase/Return and correct item purchase	09/24/2025	25.00	10/03/2025	520-810-610 Automotive Supplies	925
6230	O'REILLY AUTO PARTS	3599-376996	tym tractor fuses	09/30/2025	52.97	10/03/2025	100-480-610 Automotive Supplies	925
Total 6230:					102.96			
PRIMO BRANDS								
4688	PRIMO BRANDS	5J8730273253	water service	10/08/2025	164.38		510-810-420 Outside Services	1025
Total 4688:					164.38			
PUBLIC AGENCY COMPENSATION TRU								
145	PUBLIC AGENCY COMPENSATION TRU	1ST QTR 2025-2026	WORKERS COMP 1ST QTR 25-26	09/30/2025	41,153.50	10/20/2025	100-219000 WORKERS COMPENSATION PA	925
Total 145:					41,153.50			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
PURCHASE POWER								
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - PLANNING	10/03/2025	162.24	10/30/2025	100-610-550 Printing and Postage	1025
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - CLERK	10/03/2025	1,090.67	10/30/2025	100-416-550 Printing and Postage	1025
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - STREETS	10/03/2025	7.79	10/30/2025	100-475-550 Printing and Postage	1025
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - WATER	10/03/2025	373.09	10/30/2025	510-810-550 Printing and Postage	1025
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - CITY MANAGER	10/03/2025	4.89	10/30/2025	100-413-550 Printing and Postage	1025
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - CITY ATTORNEY	10/03/2025	118.64	10/30/2025	100-414-550 Printing and Postage	1025
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - BUILDING	10/03/2025	.76	10/30/2025	100-605-550 Printing and Postage	1025
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - FINANCE	10/03/2025	346.65	10/30/2025	100-415-550 Printing and Postage	1025
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - FERNLEY JUSTICE	10/03/2025	171.31	10/30/2025	100-126000 Intergovernmental Receivable	1025
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - COURT	10/03/2025	191.08	10/30/2025	100-425-550 Printing and Postage	1025
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - ANIMAL CONTROL	10/03/2025	64.91	10/30/2025	100-575-550 Printing and Postage	1025
3155	PURCHASE POWER	69812 OCT 25	POSTAGE - TLT	10/03/2025	10.96	10/30/2025	225-575-550 Printing and Postage	1025
Total 3155:					2,542.99			
REDWOOD TOXICOLOGY LABORATORY, INC.								
8886	REDWOOD TOXICOLOGY LABORATORY, INC.	856892	UA Tests	08/19/2025	1,108.21		100-425-341 Pretrial Services Program	825
Total 8886:					1,108.21			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	7336968	Proposal for Enterprise asset management software	09/30/2025	44.52		100-417-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	BILL #364 ADOPTED	09/30/2025	78.84		100-416-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	Proposal for Enterprise asset management software	09/30/2025	21.98		100-417-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	BILL #362	09/30/2025	85.68		100-416-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	Proposal for Enterprise asset management software	09/30/2025	44.52		100-575-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	BILL #362 ADOPTED	09/30/2025	85.68		100-416-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	Proposal for Enterprise asset management software	09/30/2025	21.99		100-575-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	BILL #364	09/30/2025	74.28		100-416-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	Proposal for Enterprise asset management software	09/30/2025	44.52		100-475-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	BILL #369	09/30/2025	69.72		100-416-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	Proposal for Enterprise asset management software	09/30/2025	21.99		100-475-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	Proposal for a Facilities master plan	09/30/2025	119.88		100-417-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	Irrigation Lease Program	09/30/2025	72.00		510-810-540 Advertising	925
152	RENO GAZETTE JOURNAL	7336968	Proposal for a Facilities master plan	09/30/2025	60.08		100-417-540 Advertising	925
152	RENO GAZETTE JOURNAL	7337008	Public Noticing - September	09/30/2025	1,181.04	10/03/2025	100-413-540 Advertising	925
152	RENO GAZETTE JOURNAL	7337008	Public Noticing (Planning) - September	09/30/2025	383.04	10/03/2025	100-610-540 Advertising	925
Total 152:					2,409.76			
RENO ROCK TRANSPORT								
7002	RENO ROCK TRANSPORT	241520	6x9 Frock	09/25/2025	2,205.00	10/03/2025	100-475-600 General Supplies	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 7002:					2,205.00			
RENOWN HEALTH								
190	RENOWN HEALTH	4429763	MRN 5027625	09/08/2025	266.00	10/03/2025	510-810-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 3317550	09/08/2025	266.00	10/03/2025	100-475-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 4991481	09/08/2025	160.93	10/03/2025	100-575-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 0707607	09/08/2025	9.48	10/03/2025	100-475-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 0707607	09/08/2025	7.64	10/03/2025	520-810-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 4238433	09/08/2025	35.00	10/03/2025	520-810-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 0852417	09/08/2025	266.00	10/03/2025	520-810-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 3304589	09/08/2025	68.63	10/03/2025	520-810-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 7991481	09/08/2025	105.07	10/03/2025	100-417-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 0707607	09/08/2025	1.04	10/03/2025	100-417-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 0707607	09/08/2025	3.88	10/03/2025	510-840-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 4238433	09/08/2025	17.50	10/03/2025	510-840-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 0804210	09/08/2025	266.00	10/03/2025	510-840-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 3304589	09/08/2025	126.88	10/03/2025	100-480-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 0495897	09/08/2025	15.80	10/03/2025	100-417-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 4223409	09/08/2025	20.00	10/03/2025	510-810-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 0707607	09/08/2025	1.60	10/03/2025	100-575-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 4540937	09/08/2025	55.00	10/03/2025	520-810-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 0873188	09/08/2025	266.00	10/03/2025	520-810-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 3304589	09/08/2025	70.49	10/03/2025	510-810-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 0495897	09/08/2025	24.20	10/03/2025	100-475-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 4223409	09/08/2025	20.00	10/03/2025	520-810-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 0707607	09/08/2025	16.36	10/03/2025	510-810-322 Prof Serv-Other	925
190	RENOWN HEALTH	4429763	MRN 4238433	09/08/2025	17.50	10/03/2025	510-810-322 Prof Serv-Other	925
Total 190:					2,107.00			
ROYAL CARPET ONE FLOOR & HOME								
8955	ROYAL CARPET ONE FLOOR & HOME	RF005521	South Side City Hall carpet repair	09/25/2025	7,605.31	10/03/2025	100-417-420 Outside Services	925
Total 8955:					7,605.31			
SBR TECHNOLOGIES								
9086	SBR TECHNOLOGIES	250926-0008	Plotter repair GIS	09/26/2025	205.00	10/03/2025	100-418-342 Tech Services-Other	925
Total 9086:					205.00			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	25090620	ARMORED SERVICES-SEWER	09/15/2025	221.42	10/03/2025	520-810-342 Tech Services-Other	925
8629	SECTRAN SECURITY, INC.	25090620	ARMORED SERVICES-WATER	09/15/2025	221.41	10/03/2025	510-810-342 Tech Services-Other	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8629	SECTRAN SECURITY, INC.	25090620	ARMORED SERVICES-GF	09/15/2025	221.41	10/03/2025	100-415-322 Prof Serv-Other	925
Total 8629:					664.24			
SHAFAER EQUIPMENT COMPANY, INC								
9032	SHAFAER EQUIPMENT COMPANY, INC	10042958	Light tower with generator	09/27/2025	15,028.00	10/03/2025	100-475-741 Machinery	925
Total 9032:					15,028.00			
SHAPE INCORPORATED								
9037	SHAPE INCORPORATED	50757B42400	E-One pumps	09/26/2025	7,823.00	10/03/2025	520-810-615 E-One Supplies	925
9037	SHAPE INCORPORATED	51300B38042	E-One pumps	07/16/2025	11,510.00	09/25/2025	520-810-615 E-One Supplies	725
9037	SHAPE INCORPORATED	55763B42399	E-One control board	09/26/2025	263.41	10/03/2025	520-810-615 E-One Supplies	925
9037	SHAPE INCORPORATED	55765B42397	E-One pumps	09/26/2025	7,840.00	10/03/2025	520-810-615 E-One Supplies	925
Total 9037:					27,436.41			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN333987	monthly samples	09/17/2025	176.00	09/25/2025	510-810-423 Outside Serv-Analytical	925
7856	SILVER STATE ANALYTICAL LABORATORIES	RN333988	monthly samples	09/17/2025	88.00	09/25/2025	510-810-423 Outside Serv-Analytical	925
7856	SILVER STATE ANALYTICAL LABORATORIES	RN334110	WWTP Samples	09/22/2025	502.00	09/25/2025	520-810-423 Outside Serv-Analytical	925
7856	SILVER STATE ANALYTICAL LABORATORIES	RN334142	WWTP Samples	09/23/2025	665.00	09/25/2025	520-810-423 Outside Serv-Analytical	925
7856	SILVER STATE ANALYTICAL LABORATORIES	RN334162	WWTP Samples	09/23/2025	188.00	09/25/2025	520-810-423 Outside Serv-Analytical	925
7856	SILVER STATE ANALYTICAL LABORATORIES	RN334407	WWTP Samples	09/29/2025	188.00		520-810-423 Outside Serv-Analytical	925
7856	SILVER STATE ANALYTICAL LABORATORIES	RN334636	WWTP Samples	10/03/2025	188.00		520-810-423 Outside Serv-Analytical	1025
7856	SILVER STATE ANALYTICAL LABORATORIES	RN334648	AS compliance sample	10/03/2025	18.00		510-840-423 Outside Serv-Analytical	1025
Total 7856:					2,013.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	96607	Street signs/Rivets	10/02/2025	522.00		100-475-615 Sign & Stripe Supplies	1025
170	SILVER STATE BARRICADE	96607	Safety Vest	10/02/2025	121.44		100-475-616 Safety Supplies	1025
Total 170:					643.44			
SMITH & LOVELESS, INC								
213	SMITH & LOVELESS, INC	187264	Loves Lift vacuum parts	09/18/2025	221.35	09/25/2025	520-810-614 Shop Supplies	925
Total 213:					221.35			
SOSU TV CORP								
8909	SOSU TV CORP	WC1620	Fernley Focus Videos - OCT 25	10/01/2025	1,580.00	10/03/2025	100-413-322 Prof Serv-Other	1025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8909:					1,580.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	33096 SEPT 25	910001133096 ACH	09/25/2025	34.17	10/14/2025	510-810-621 Natural Gas	925
204	SOUTHWEST GAS CORP	33438 SEPT 25	910001133438 ACH	09/22/2025	144.12	10/13/2025	100-417-621 Natural Gas	925
204	SOUTHWEST GAS CORP	64657 SEPT 25	910004664657 ACH	09/22/2025	226.30	10/13/2025	225-417-621 Natural Gas	925
Total 204:					404.59			
STANTEC CONSULTING SERVICES INC								
9049	STANTEC CONSULTING SERVICES INC	2463109	Highway 50 Looping Main	10/06/2025	53,301.50		510-166100 Construction In Progress	1025
Total 9049:					53,301.50			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	OCT 2025-1	CHILD SUPPORT	10/03/2025	319.84	10/03/2025	100-219900 OTHER PAYROLL PAYABLES	1025
176	STATE COLLECTION & DISB. UNIT (SCaDU)	OCT 2025-1	CHILD SUPPORT	10/03/2025	590.76	10/03/2025	100-219900 OTHER PAYROLL PAYABLES	1025
Total 176:					910.60			
STATE OF WASHINGTON UNCLAIMED PROPERTY								
8973	STATE OF WASHINGTON UNCLAIMED PROPERTY	SEPT 2025	UNCLAIMED PROPERTY REMITTANCE TO WA, 1 PROPER	09/30/2025	38.76	09/30/2025	520-228201 Unclaimed Deposit Refund Check	925
Total 8973:					38.76			
TALLAC LAW, LLP								
9091	TALLAC LAW, LLP	1050	outside legal criminal	08/31/2025	387.50		100-414-310 Prof Serv-Legal	825
Total 9091:					387.50			
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS								
8811	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	SEPT 2025	UNCLAIMED PROPERTY REMITTANCE TO TX, 1 PROPER	09/30/2025	322.69	10/03/2025	510-228201 Unclaimed Deposit Refund Check	925
Total 8811:					322.69			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2025250105281	Ferric Chloride	09/11/2025	18,799.50	10/03/2025	510-840-617 Chemical Supplies	925
8646	THATCHER COMPANY, INC.	2025400104827	Sodium Hypochlorite	09/11/2025	8,771.01	10/03/2025	510-840-617 Chemical Supplies	925
Total 8646:					27,570.51			
TSK								
8714	TSK	106125R1	Early Learning Center	10/01/2025	15,449.20	10/03/2025	225-575-720 Buildings	1025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8714	TSK	21-058.00-34	CRRC 8/1/25 through 8/31/25	08/31/2025	9,292.24	10/03/2025	225-575-720 Buildings	825
Total 8714:					24,741.44			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	OCT 2025.1	ADDITIONAL AMOUNT OWED FOR POSTAGE- SHUT OFF	10/01/2025	76.52	10/07/2025	510-810-550 Printing and Postage	1025
7344	U S POSTAL SERVICE	OCT 2025.1	ADDITIONAL AMOUNT OWED FOR POSTAGE- SHUT OFF	10/01/2025	76.52	10/07/2025	520-810-550 Printing and Postage	1025
7344	U S POSTAL SERVICE	OCT 2025-2	ADDITIONAL AMOUNT OWED FOR POSTAGE- SHUT OFF	10/08/2025	200.00	10/08/2025	520-810-550 Printing and Postage	1025
7344	U S POSTAL SERVICE	OCT 2025-2	ADDITIONAL AMOUNT OWED FOR POSTAGE- SHUT OFF	10/08/2025	200.00	10/08/2025	510-810-550 Printing and Postage	1025
Total 7344:					553.04			
UNDERGROUND SERVICE ALERT								
241	UNDERGROUND SERVICE ALERT	2025115534	Annual Membership	07/21/2025	1,242.93	10/03/2025	520-810-642 Licenses and Permits	725
241	UNDERGROUND SERVICE ALERT	2025115534	Annual Membership	07/21/2025	1,242.93	10/03/2025	510-810-642 Licenses and Permits	725
Total 241:					2,485.86			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10204303	CREDIT REFUND	10/03/2025	47.61		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	10942402	CREDIT REFUND	10/02/2025	232.43		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	10947802	CREDIT REFUND	10/02/2025	162.74		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	11429202	CREDIT REFUND	10/03/2025	97.32		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	11842702	CREDIT REFUND	09/15/2025	49.02	10/03/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	13301309	SEWER DEPOSIT REFUND	09/17/2025	72.01	10/03/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	13330214	CREDIT REFUND	09/25/2025	113.03	10/03/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	13359307	CREDIT REFUND	09/25/2025	169.18	10/03/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	13936602	CREDIT REFUND	10/02/2025	83.48		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	14307108	CREDIT REFUND	10/02/2025	64.78		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	14356109	CREDIT REFUND	10/02/2025	118.68		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	144730.26	CREDIT REFUND	10/02/2025	101.65		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	16350502	CREDIT REFUND	10/03/2025	183.01		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	16404705	CREDIT REFUND	09/25/2025	76.85	10/03/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	16428711	CREDIT REFUND	10/02/2025	350.00		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	16466408	CREDIT REFUND	09/18/2025	39.29	10/03/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	16724807	CREDIT REFUND	10/02/2025	191.57		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	16814704	CREDIT REFUND	10/02/2025	143.96		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	16861911	CREDIT REFUND	10/02/2025	69.19		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	16895606	SEWER DEPOSIT REFUND	10/01/2025	38.01		520-228200 Customer Deposits	1025
2202	UTILITY DEPOSITS	169812.01	CREDIT REFUND	10/02/2025	93.37		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	16981601	CREDIT REFUND	10/02/2025	86.60		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	16982001	SEWER DEPOSIT REFUND	09/30/2025	49.33	10/03/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	16987701	SEWER DEPOSIT REFUND	09/24/2025	69.66	10/03/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	17705603	CREDIT REFUND	09/25/2025	84.26	10/03/2025	010-115100 Cash Clearing-Utilities	925

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	17939606	WATER DEPOSIT REFUND	09/19/2025	2.58	10/03/2025	510-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	17939606	SEWER DEPOSIT REFUND	09/19/2025	80.00	10/03/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	18694415	CREDIT REFUND	10/02/2025	83.06		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	19718703	CREDIT REFUND	09/25/2025	160.64	10/03/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	19867302	CREDIT REFUND	09/17/2025	168.38	10/03/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	20750310	SEWER DEPOSIT REFUND	09/29/2025	56.74	10/03/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	219873.01	CREDIT REFUND	09/16/2025	31.44	10/03/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	21987301	WATER DEPOSIT REFUND	09/15/2025	75.00	10/03/2025	510-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	21987301	SEWER DEPOSIT REFUND	09/15/2025	80.00	10/03/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	30500514	WATER DEPOSIT REFUND	09/12/2025	1,458.54	10/03/2025	510-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	306001.12	CREDIT REFUND	10/02/2025	102.87		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	3270713	SEWER DEPOSIT REFUND	09/22/2025	76.44	10/03/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	5823006	SEWER DEPOSIT REFUND	09/30/2025	37.27	10/03/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	5824710	SEWER DEPOSIT REFUND	09/25/2025	62.25	10/03/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	5848404	SEWER DEPOSIT REFUND	09/30/2025	37.27	10/03/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	7320702	CREDIT REFUND	10/02/2025	99.69		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	7535502	CREDIT REFUND	10/02/2025	145.32		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	7606805	CREDIT REFUND	10/03/2025	62.41		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	7628313	CREDIT REFUND	10/02/2025	94.87		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	7669209	SEWER DEPOSIT REFUND	09/26/2025	42.78	10/03/2025	520-228200 Customer Deposits	925
2202	UTILITY DEPOSITS	7684604	CREDIT REFUND	10/02/2025	317.42		010-115100 Cash Clearing-Utilities	1025
2202	UTILITY DEPOSITS	78845.12	CREDIT REFUND	09/11/2025	77.67	10/03/2025	010-115100 Cash Clearing-Utilities	925
2202	UTILITY DEPOSITS	7943004	SEWER DEPOSIT REFUND	09/26/2025	58.86	10/03/2025	520-228200 Customer Deposits	925
Total 2202:					6,198.53			
VANDERHEIDEN, JACOB RAY								
9027	VANDERHEIDEN, JACOB RAY	91025	PLANNING COMMISSION STIPEND	09/10/2025	80.00	10/03/2025	100-610-322 Prof Serv-Other	925
Total 9027:					80.00			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	OCT 2025-1	ROTH IRA	10/03/2025	200.00	10/03/2025	100-215000 457 PAYABLE	1025
8591	VOYA FINANCIAL	OCT 2025-1	DEFERRED COMPENSATION, 457	10/03/2025	4,923.43	10/03/2025	100-215000 457 PAYABLE	1025
Total 8591:					5,123.43			
WAGNER, CODY								
9013	WAGNER, CODY	91025	PLANNING COMMISSION STIPEND	09/10/2025	80.00	10/03/2025	100-610-322 Prof Serv-Other	925
Total 9013:					80.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 OCT 25	6-82646-25001	10/01/2025	866.56		100-475-412 Utility Serv-Refuse	1025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
447	WASTE MANAGEMENT	33001 OCT 25	11-60772-33001	10/03/2025	147.68		100-417-412 Utility Serv-Refuse	1025
447	WASTE MANAGEMENT	33005 OCT 25	11-60745-33005	10/03/2025	26.12		510-840-412 Utility Serv-Refuse	1025
447	WASTE MANAGEMENT	33009 OCT 25	11-60774-33009	10/03/2025	120.84		510-810-412 Utility Serv-Refuse	1025
447	WASTE MANAGEMENT	43003 OCT 25	11-60760-43003	10/03/2025	60.42		520-810-412 Utility Serv-Refuse	1025
447	WASTE MANAGEMENT	65007 OCT 25	6-82641-65007	10/01/2025	266.16		100-575-412 Utility Serv-Refuse	1025
447	WASTE MANAGEMENT	95009 OCT 25	8-29467-95009	10/01/2025	448.45		100-575-412 Utility Serv-Refuse	1025
Total 447:					1,936.23			
WEDCO								
3350	WEDCO	S100195829.001	PS basin mixer motors	09/30/2025	888.92		510-840-614 Shop Supplies	925
3350	WEDCO	S100197438.001	PS Instrument Conduit Plugs	09/29/2025	26.81		510-840-614 Shop Supplies	925
3350	WEDCO	S100197438.002	PS instrument conduit plugs.	10/01/2025	39.56		510-840-614 Shop Supplies	1025
3350	WEDCO	S100197750.001	Wire for Glen	10/01/2025	75.21		520-810-600 General Supplies	1025
Total 3350:					1,030.50			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2509-137267	MECHANIC GLOVES	09/25/2025	56.02	10/03/2025	100-480-600 General Supplies	925
8571	WESTERN INDUSTRIAL PARTS, INC.	2509-137268	PARTS CLEANER	09/25/2025	401.64	10/03/2025	100-480-600 General Supplies	925
Total 8571:					457.66			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11907511	bin stock	08/29/2025	3,927.60	10/03/2025	510-810-613 Meter Service Supplies	825
195	WESTERN NEVADA SUPPLY CO.	11934929	bin stock	10/02/2025	1,742.43		510-810-613 Meter Service Supplies	1025
195	WESTERN NEVADA SUPPLY CO.	11965746	Irrigation for ITP	10/03/2025	541.86		100-575-600 General Supplies	1025
195	WESTERN NEVADA SUPPLY CO.	11966027	PVC parts for pH sensor	10/06/2025	569.44		510-840-614 Shop Supplies	1025
195	WESTERN NEVADA SUPPLY CO.	11969977	bin stock	10/07/2025	3,481.40		510-810-613 Meter Service Supplies	1025
Total 195:					10,262.73			
WILD WEST CHEVROLET								
9070	WILD WEST CHEVROLET	NT3022	2025 Chevrolet Silverado V4058-Wastewater	09/16/2025	69,102.25	10/03/2025	520-165100 Maintenance Equipment	925
9070	WILD WEST CHEVROLET	NT3104	2026 Chevrolet Equinox V4895-Utility Department	09/22/2025	31,038.25	10/03/2025	510-165100 Maintenance Equipment	925
9070	WILD WEST CHEVROLET	NT3115	2025 Chevrolet Traverse V4056-Code Enforcement	09/16/2025	41,488.25	10/03/2025	100-615-742 Vehicles	925
Total 9070:					141,628.75			
WILLIAMS, BARRY REGINALD								
9018	WILLIAMS, BARRY REGINALD	91025	PLANNING COMMISSION STIPEND	09/10/2025	80.00	10/03/2025	100-610-322 Prof Serv-Other	925
Total 9018:					80.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
WOOD RODGERS, INC.									
2454	WOOD RODGERS, INC.	196093	Monthly invoice Fernley CAP	08/31/2025	46,981.41	10/03/2025	100-413-322	Prof Serv-Other	825
Total 2454:					46,981.41				
XPRESS BILL PAY LLC									
2468	XPRESS BILL PAY LLC	9/2025	CREDIT CARD PROCESSING FEES- SEWER	09/30/2025	2,751.03	09/30/2025	520-810-609	Credit Card Fees	925
2468	XPRESS BILL PAY LLC	9/2025	CREDIT CARD PROCESSING FEES- WATER	09/30/2025	2,751.04	09/30/2025	510-810-609	Credit Card Fees	925
Total 2468:					5,502.07				
Grand Totals:					779,118.12				

Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
SEPTEMBER 17, 2025**

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, Deputy City Manager Lydia Altick, Deputy City Attorney Brandi Jensen, HR Manager Mitzi Carter, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Treasurer Robert Carsonm Building Official Charity Birkel, Planning Director Michele Rambo, Senior Planner Alisa Johansson, Assistant Planner Lisa Warner, Associate Planner Treston Rodriguez, Public Works Director Barry Williams, Deputy Public Works Director Olivia John City Engineer Maria Paz Fernandez, Utilities Director Seong Kim.

1.3. Public Forum

Don Maguinn stated he attended the Mayor's Clean Sweep and thought it was well put together. He thanked the Mayor, April Homme and all who donated their time and efforts.

Tammy Dittman stated the City of Fernley should be doing regular inspections on fire hydrants since they haven't been inspected in 10 years.

Bill Willsie expressed concern regarding city staff and the atmosphere at City Hall.

Jim Sullivan expressed concern over city leadership recently stating he wants certain members of Council to start acting like the people we expected when you were elected.

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses.

2.4. Discussion and possible Action to approve award of the 2025-2027 Biennial Analytical Support contract to SGS North America Analytical Laboratories for an amount not to exceed the unit price per test listed in the submitted bid document.

2.5. Discussion and possible Action to approve the award of the Infiltration Basin Cleaning Services to Peek Brothers Construction for an amount not to exceed \$37,000 as listed in the submitted bid document.

2.6. Consideration and possible action to approve a Professional Services Agreement with Shaw Engineering for the Water Treatment Plant -Treated Water Reservoir 1 Rehabilitation and Surface Water Improvements in an amount not to exceed \$116,800.

2.7. (For Possible Action) Possible action to approve a contract with Kimley-Horn for development of the South Fernley Area Plan in an amount not to exceed \$173,200.

2.8. Consideration and possible action to approve the purchase and installation of three insertion valves for the City's water distribution system for an amount not to exceed \$95,865.

2.9. Consideration and possible action to authorize Shaw Engineering for the preparation of design documents for the replacement of the microfiltration (MF) reverse flow stainless steel piping at the Fernley Water Treatment Plant for a total cost of \$34,800.

2.10. Discussion and possible action to approve the extension of the professional services contract with Stantec for the Highway 50 Loop Design project.

2.11. Discussion and possible action to approve a Memorandum of Understanding between the City of Fernley and the City of Yerington to provide temporary court and administrative support to the City of Yerington while it recruits and hires permanent court staff.

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

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

Sheriff Brad Pope, Lyon County Sheriff's Department, stated that they were happy to participate in the Mayor's Clean Sweep providing an inmate work crew to help along with the community. Response times remain low. There was an incident at the intermediate school, and a male subject was tased and taken into custody no children were present. They are revamping the internal affairs investigation system; it's time to get into modern times. They just hosted a leadership class for all the supervisors to give them the tools to operate successfully and lead the Sheriff's office into the future.

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

Lydia Altick, Deputy City Manager, announced The Friends of Fernley Animal Services are putting on Howl-O-Ween 5K Walk Run on October 19th at Out of Town Park. Bring your dogs and participate. This supports the Friends of Fernley Animal Services.

Councilwoman Zoberiski thanked the Veterans Coalition for putting on the 9-11 Memorial Event. She thanked the Public Works Department for another successful softball tournament at the Out-of-Town Park. The Streets Department has been diligently working up off Sage repairing all the culverts that got washed out during the last rainstorm.

Councilman Torres state that the first annual NAMI Western Nevada Golf Tournament went amazingly well with 56 people signing. The county-wide debt management meeting was held on Monday. That committee agreed to fund \$30 million county-wide for our schools in the County for improvements. \$4.1 million is specifically for Fernley schools. The regional manager for the Economic Development Authority spent a whole day in Fernley looking at the water treatment plant and the sewage treatment plant, and she may be able to get funding. On October 2nd is the annual Boys and Girls Club Awards Dinner. The Truckee Meadows Boys and Girls Club, along with the Fernley Boys and Girls Club have decided to bestow the honor of Distinguished Service Award to the City of Fernley for all the work that Council, the

Mayor, and especially staff have put into getting that first building out there. We are still working with the Truckee Meadows Boys and Girls Club on the funding for the Early Learning Center. September 27th & 28th is the Stay Humble Fall Event Fernley softball tournament at the Out-of-Town Park,

Councilman Mendoza thanked the Fernley Senior Citizens Advisory Committee (FSCAC) for visiting the fire department. They were excited to have the FSCAC learning about their fire department.

Mayor McIntyre congratulated the finance department for receiving a Certificate of Achievement for Excellence in Finance Reporting from the Government Finance Officers Association. The 9-11 Memorial was very heartwarming and thanked the North Lyon County Fire Department, Lyon County Sheriff's Department and the Veteran Coalition. The first Mayor's Recycle and Clean Sweep went very well. There were 119 trucks and trailers that showed up to unload garbage that was going for recycling. It included tires, batteries, bicycles, washers, dryers, refrigerators, paint, and so it was a great success, and there are a lot of people to thank for that; Waste Management, Hero Environmental, Redwood Materials for their collaboration in making this happen here in the community. He also thanked Q&D Construction, ERGS Properties, Buddy Boy Donuts, and Big R. He also thanked the Lyon County Sheriff's Office for bringing over inmates, and they cleaned the Out-of-Town Dog Park, which desperately needed it.

4. PROCLAMATIONS BY THE MAYOR

Mayor McIntyre proclaimed September 15, - October 15, 2025, Hispanic Heritage Month in the City of Fernley.

5. PRESENTATIONS

5.1. Presentation by Bridget Posson, Executive Director, American Red Cross Northern Nevada Chapter.

Bridget Posson, Executive Director, American Red Cross Northern Nevada Chapter, gave a presentation on some of the programs and services they offer the City of Fernley.

Mayor Neal E. McIntyre called for a break: 5:40 pm - 5:47 pm

6. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

6.1. Discussion and Possible Action regarding the character, alleged misconduct, and professional competence of Councilman Stan Lau. Possible actions may include, but are not limited to, censure, removal from committee assignments, or expulsion of Councilman Lau pursuant to NRS 266.240, and providing direction to staff regarding next steps as requested by Councilman Mendoza.

Councilman Mendoza began by apologizing to the community for the lack of response from the city and its leadership regarding the recent arrest and outbursts of Councilman Lau. The outburst and the serious allegations concerning Councilman Lau are wholly unacceptable for anyone entrusted with public office. He asked Councilman Lau to take responsibility for his actions and voluntarily resign from his position. As someone who has made mistakes in the past, he understands the importance of accountability, growth, and change. To be clear, the actions of Councilman Lau do not represent, nor do they reflect, the standards or values of our community. Our community deserves leaders who act with integrity today and not excuses about yesterday. He will continue to stand for accountability, transparency, and values that reflect the very best of our city.

Councilman Lau stated he would not resign his position.

Councilman Hanan stated that when he became aware of this item being added to the agenda, he made several attempts to contact Mr. Mendoza to have a discussion regarding this. There have been a lot of rumors flying around about what apparently happened. He stated he had not seen any evidence. He has not seen anything presented to show that anyone up here is guilty of anything. He's heard accusations, he doesn't have a police report, he doesn't have witness statements. Councilman Lau has the right to due process. Councilman Lau is not allowed to speak. Councilman Lau has a right to present evidence in his defense in a criminal proceeding. He has the right to a fair trial. He has a lot of rights. Our Constitution and the laws of the land and due process dictate that you're innocent until you are proven guilty. He's not here to defend Councilman Lau or the actions of Councilman Lau. He's here to defend his constitutional rights to the presumption of innocence until facts are presented that prove that, beyond a reasonable doubt, he is guilty. He's not here to defend an outburst in public. Councilman Lau must stand on the merits of what he did, and I'm not excusing that. If Councilman Lau goes through that court proceeding, and he is found to be guilty, he has already expressed that he is 100% on board for whatever this body feels is necessary. He stressed that these processes need to go through the proper format. He would like this process to continue in the proper way and make a decision when we have the information we need. He asked Council to please consider that, and to move this item to a future date.

Councilman Torres stated that it is his understanding of the agenda item, because due process has not been completed with the other incident in public, that this item is about the violent outbursts during an April budget hearing, and a violent outburst regarding a May budget hearing made by the Councilman. So, with that understanding, both of those events happened in public, during a public council meeting with all the departments here as witnesses and with all the council that is here. The written report on those investigations is still pending. However, with those recordings being part of the public record, he believes that we can decide on those two items and totally not involve anything happening between the Councilman and the gentleman from the public. Telling me to go outside and go to the parking lot is a threatening, violent act. A violent act, by definition, is a violent action towards another person in the performance of their duty as a public official. The city has a statutorily and by city code, duty to protect its employees, which includes the Council and its citizens, from violent acts in the workplace.

Rebecca Bruch, PoolPact Attorney, (zoom) stated that she has been assigned to oversee certain matters, including the investigations related to the topic. She cautioned that those investigations are not complete. There is an outside investigator who is conducting them. They need to remain confidential and not discussed at this point in time. There's nothing black and white about any of these issues and how to handle them. There are different approaches, different interpretations of the law. There's no reason why you couldn't pull up a public record and discuss it if you want to discuss it. The confidentiality of those current pending investigations is her advice to Council in order to make sure that everybody's due process rights are protected. Those investigations were put in place based on allegations that were reported to your insurance company by members, and she stepped in to help respond properly. When someone makes a complaint, whether it's an elected official or an employee, you have obligations to do an investigation. Her goal is to protect the integrity of those investigations. So whatever decisions you make, ultimately, are defensible.

Deputy City Attorney Jensen stated that Councilman Lau had been noticed and the list of topics that were provided to Mr. Lau is discussion and possible action relating to the following: regarding the character, alleged misconduct, and professional competence of Councilman Lau. Possible actions may include, but are not limited to, censure, removal from committee assignments, or possible expulsion of Councilman Lau pursuant to NRS 266-240, and providing directions to staff regarding next steps due to the conduct during the Council City Council Budget Meeting held on April 3rd, 2025, and a second item is Lyon County Sheriff's Office Case Number 25LY03245.

Councilwoman Zoberski stated it was two separate meetings and hopes that they are not mixing them together. It feels like something that we're revisiting again, when it's something that could have happened very easily with a public statement from the city, just reassuring our citizens that we know that this happened, this is what we're doing. Not saying anything says a lot. As far as PoolPack goes, if the video is public record and anybody can pull it up, why that's not something they would be allowed to discuss.

Mayor McIntyre stated that at the next meeting, Councilman Lau publicly apologized to Councilman Torres and shook hands. When it happened, he did call for a recess and asked Councilman Lau to leave the meeting. He could have made a statement later, but with the investigations and everything that was going on he made no attempt to make a comment on what had happened because of the investigation.

Councilman Mendoza gave Councilman Lau another opportunity to resign publicly and voluntarily.

Councilman Stan Lau stated no.

Deputy City Attorney Jensen stated that for clarification council members adopted policies to discipline their own members through various actions. One of those is through a censure. A censure is the equivalent of either a public verbal or written reprimand that is placed into the record and is a public record from that point forward. This is equivalent to an employee's reprimand.

Councilman Lau stated NRS 281A.420 requires him to disclose a potential conflict of interest. This matter before the body is related to his private capacity and city capacity. He has professional and pecuniary interest in this matter. These would affect the independence of judgment of a reasonable person in his situation. To avoid the appearance of any impropriety, he is abstaining from voting in this matter.

Motion: I MOVE TO APPROVE A RESOLUTION OF A CENSURE FOR THE CITY OF FERNLEY IN NEVADA. CENSURE OF COUNCILMAN STAN LAU. WHEREAS MEMBERS OF THE CITY COUNCIL ARE ELECTED TO REPRESENT THE COMMUNITY WITH INTEGRITY, PROFESSIONALISM AND RESPECT. WHEREAS THE CONDUCT OF COUNCILMAN STAN LAU, INCLUDING HIS RECENT ARREST, REPEATED OUTBURSTS DURING PUBLIC MEETINGS, HAS REFLECTED POORLY ON THE CITY OF FERNLEY AND UNDERMINED THE TRUST AND CONFIDENCE OF THE CITIZENS AND WHEREAS SUCH CONDUCT CONSTITUTES BEHAVIOR UNBECOMING OF A COUNCIL MEMBER, DAMAGES THE CREDIBILITY OF THE GOVERNING BODY, AND MISREPRESENTS BOTH THE CITY AND THE RESIDENTS FROM THE COUNCIL HE HAS SWORN TO SERVE. AND WHEREAS IT IS THE DUTY OF THE FERNLEY CITY COUNCIL TO HOLD ITSELF ACCOUNTABLE, AND TO ENSURE THAT INDIVIDUAL ACTIONS DO NOT COMPROMISE THE DIGNITY, SAFETY, REPUTATION OF THE CITY OR ITS COMMUNITY MEMBERS. NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF FERNLEY COUNCIL DOES HEREBY CENSURE COUNCILMAN STAN LAU FOR CONDUCT UNBECOMING OF A COUNCILMEMBER. AND BE IT FURTHER RESOLVED THAT COUNCILMAN STAN LAU IS HEREBY REMOVED FROM ALL COMMITTEE ASSIGNMENTS AS DIRECTED TO REFRAIN FROM ANY BEHAVIOR THAT MISREPRESENTS, DISCREDITS, OR OTHERWISE HARMS THE CITY OF FERNLEY, ITS RESIDENTS, OR THE INTEGRITY OF THIS COUNCIL. BE IT FINALLY RESOLVED THAT THIS COUNCIL, IN PASSING THIS RESOLUTION, AFFIRMS ITS COMMITMENT TO ACCOUNTABILITY, TRANSPARENCY AND THE UPHOLDING OF THE HIGHEST STANDARD OF THE CONDUCT AND SERVICE TO THE CITIZENS OF FERNLEY. **Action:** Approved, **Moved by:** Councilman Joe Mendoza, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 3, No 1, Abstained 1. **Yes:** Councilwoman Zoberski, Councilman Torres, Councilman Mendoza, **No:** Councilman Hanan, **Abstain:** Councilman Stan Lau.

Councilman Mendoza raised a Point-Of-Order stating on August 18, 2025, Councilman Hanan used a credit card to post bail in the amount of \$2,240 on behalf of Councilman Lau. Given this direct financial involvement, he stated that Councilman Hanan should have recused himself from deliberation or voting

on the item, as his financial ties to Councilman Lau are directly connected to the subject matter. Does this constitute a conflict of interest, or an ethical violation under applicable law, policy, or council rules.

Rebecca Bruch stated that she is not the Ethics Commission, so if an ethics complaint is brought against Councilman Hanan, then that would be a determination made by that commission.

Mayor Neal E. McIntyre read the list of committees that Councilman Stan Lau will be removed from:

Capital Improvements Committee
Nevada League of Cities
Western Nevada Development District
Alternate on City-County Room Tax Board
Neighborhood Watch Representative
Northern Nevada Development Authority
Regional Transportation Commission
The STEM Committee

6.2. Discussion regarding the character, alleged misconduct, and professional competence of Councilman Joe Mendoza and Case #MA030119-01 (ATP-MA030119-01) as requested by Councilman Hanan.

Councilman Hanan stated this item was possible rebuttal evidence and discussion on Councilman Mendoza and the case number referenced and has nothing further.

Councilman Mendoza stated he wanted to bring it to light and make it public knowledge, and he also will be submitting this evidence into the record. He discussed the communications that Councilman Hanan brought up. The text to him from Councilman Hanan was quote "I've added something to the agenda that can be pulled by 5pm. I'd like to discuss this with you; time is of the essence." The only agenda item Councilman Hanan added was item 6.2, which specifically referenced Councilman Mendoza's past when he was 19 years old. He interpreted this message as an attempt to pressure and intimidate him, leveraging his past mistakes that he has never hidden from anybody to dissuade him from bringing forward his agenda request regarding Councilman Lau. Councilman Mendoza stated that he would not be intimidated, not by Councilman Hanan, the Mayor or anybody on this council. His role as a council member is to stand for what is right, and for what best serves our community. That is the oath he took, and a commitment he will continue to uphold. For full transparency, he will be adding the communication Councilman Hanan sent to him into our official meeting minutes.

Councilman Hanan stated he was not noticed and will be filing the appropriate complaints.

Mayor Neal E. McIntyre called for a break: 6:33 pm - 6:44 pm.

Mayor McIntyre stated that there has been a lot of adversity among the Council. We need to put our differences aside, we need to put personalities aside, and we need to put our egos aside and start doing what is best for the citizens of Fernley. This council can make this a great place for people that want to live here and bring in more amenities. He'd like to see this council work together in moving this city forward to be the best that we can be.

7. PUBLIC HEARINGS

7.1. (For Possible Action) Discussion and possible action regarding a request from the Planning Department to amend the home occupation use standards contained in Fernley Municipal Code, Title 32, Chapter 7, Section 200 (Bill 364, CA25003).

Alisa Johansson, Senior Planner, stated the Planning Department seeks to refine the standards for home occupations. These changes seek to enhance the compatibility of home occupations with their residential surroundings, reduce conflicts, streamline enforcement, and simplify licensing. Staff also included revisions to the allowances for storage, associated vehicles, and employees. These amendments are intended to minimize the outward scope and scale of the businesses to address community concerns such as visual impacts, spillover parking, and additional trips generated to and from the site. There were also some questions raised related to some of the prohibited home occupations. We've added a new prohibited home occupation list. A question that was raised concerned cosmetology. The reason that we've chosen to exclude that as a home occupation is because the Cosmetology Board of Nevada has some very strict requirements that are not compatible with a home occupation use as a residential accessory use. This code update would only apply to new business licenses. Any existing established home occupations are considered legally established and would be allowed to continue operations. At the August 13th meeting, the City of Fernley Planning Commission unanimously voted to recommend approval of the proposed development code text amendment. The first reading of the proposed bill was conducted at the September 3rd City Council meeting.

Public input:

Dave Zimmerman (Zoom) does small engine repair at his shop in Reno and brings them to his house in Fernley for pick up. Will these changes affect him?

Alisa Johansson, Senior Planner, explained that even if he were to obtain a home occupation business license, he would be allowed up to 5 client visits per day, and the type of repairs that you're asking about are not included on our prohibited list.

Leah Worthington (Zoom) asked how Council will address legal counsel that was unmuted on Zoom sharing pertinent information.

Mayor McIntyre stated she could address her concerns to him via email at mayor@cityoffernley.org.

Motion: I MOVE TO APPROVE AND ADOPT BILL 364 ASSOCIATED WITH CA25003 AMENDING THE USE STANDARDS FOR HOME OCCUPATIONS AS PROPOSED AND PRESENTED BY STAFF.

Action: Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

7.2. (For Possible Action) Discussion and possible action regarding Bill #362 (associated with CA25002) to revise Section 32.09.090(i) (Landscaping and Screening) of the City of Fernley Development Code to update the location and design requirements and other specifications for trash enclosures and update the screening requirements for mechanical and electrical equipment and facilities.

Lisa Warner, Assistant Planner, stated recent commercial projects have shown that the current requirements in the Fernley Development Code for trash enclosures and mechanical and electrical screening are vague and unclear. It was determined that more specific requirements should be added to the development code. These requirements will make it easier for staff to enforce the requirements, ensure consistent and compliant trash enclosures, and mechanical and electrical equipment and facility screening throughout the City of Fernley. Planning Commission voted 6-1 on August 13, 2025, to recommend City Council approve this code amendment. As new requirements will be enforced on future development, no existing developments will be held to this new standard unless there are proposed improvements. For proposed trash enclosures, we've added location, height, enclosure construction

materials, gate construction materials, concrete floors with a service apron, and spill containment systems for restaurants or similar uses. Proposed changes for mechanical and electrical, we've changed the screening height. We require screening of ductwork, antennas, and satellite dishes that were not required in our previous code. We're also changing that chain-link fences can only be used in industrial zones. At the first reading Councilman Mendoza mentioned that he wanted to see something about the screening to meet manufacturer specifications to monitor airflow, so that has been added in.

Councilman Joe Mendoza inquired if this would pertain to new businesses going into an existing building. He also asked for an explanation on the satellite screening.

Lisa Warner, Assistant Planner, stated that this will be for new structures only.

Michele Rambo, Planning Director, stated that satellite screening will be for commercial and industrial. If you have a large satellite dish on your building, or on your commercial or industrial property, then it will need to be behind a fence. This is not for residential properties.

There was no public input.

Motion: I MOVE TO PASS, APPROVE AND ADOPT BILL #362 ASSOCIATED WITH CAS25502 AS PRESENTED BY STAFF. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

8. ORDINANCES

8.1. Discussion and Possible Action, First reading of Bill #368 regarding whether to allow delivery services to deliver alcoholic beverages sealed by covered food establishments within City limits.

Kim Swanson, City Clerk, stated that there was a number assigning error, so the bill being introduced tonight is Bill Number 369. This Bill is derived from AB 375 that was enacted during the 83rd legislative session. This bill is commonly referred to as the Cocktails to Go Bill, as it allows the off-premises delivery of alcoholic beverages. This law requires local jurisdictions to establish ordinances that permit certain food establishments, specifically restaurants, that are already licensed for on-premises alcohol sales, to sell and deliver sealed alcoholic beverages for off-premises consumption. The bill permits third-party delivery services to manage alcohol deliveries on behalf of these restaurants. Staff recommend that restrictions be placed to just delivering cocktails to residential addresses, hotels, motels, and RV trailer parks to ensure responsible service. The implementation of this bill is anticipated to create a new revenue stream for the 22 qualified restaurants within our city. It is ultimately the decision of the City Council to allow these cocktail-to-go deliveries.

9. STAFF REPORTS

9.1. Discussion and Possible Action to revise the offer letter for the City Clerk.

Kim Swanson, City Clerk, requested to add a 6-month severance agreement to her offer letter, should the Mayor or City Council decide to terminate her as City Clerk.

Motion: I MOVE TO APPROVE THE UPDATE TO THE CITY CLERK'S OFFER LETTER. **Action:** Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

9.2. Discussion and possible Action to approve the reclassification of Administrative Specialist II to Utilities Project Coordinator.

Seong Kim, Utilities Director, stated that the utilities hired an Administrative Specialist II about 5 months ago. When she started her job, she was immediately put into a job which was above and beyond her normal administrative assistant duties, mainly due to an overwhelming need to help with the engineering project management level of work. We recommend changing this Administrative Specialist position to a Project Coordinator position to reflect the quality, quantity and the level of work she must carry out. This new classification is distinguished from Administrative Specialist by the performance of more complex and higher tasks and duties. Currently, more than half of her time is devoted to this engineering project management-related work. This is not to request an additional position, but to expand the job requirements to accommodate the demands. Mr. Kim stated she is very capable of handling all the other projects, and engineering project management style level of work besides administrative assistant work. The job she is handling is way above and beyond her original requirements. She was hired as an administrative assistant, but what she's doing now is more than that work, including an engineering project management style of work, which requires a lot higher knowledge and experience to do that. She deserves recognition for doing this job. We are not asking for another position.

Mitzi Carter, Human Resource Manager, stated that she has passed her probationary period of one year. She would be eligible for a 30-day probationary period under a new classification per the Policy Procedures Manual.

Councilman Mendoza asked if this employee is under contract through a CBA. If this is approved already, and in a contract with the union why was this not brought to Council for approval? If there's an MOU in place or a revision to the contract, who approves and assigns the new CBA?

Mitzi Carter, HR Manager, stated that this position has been negotiated with the union and has been approved. We had a meeting with the union today, and she has it on record through her emails.

Councilman Mendoza stated he does not think a new job description can be approved if we haven't even reviewed the contract that is tied to that job description.

Councilman Torres stated she is already working outside her job description, which should not be done. He suggested that we have discussions and bring this back. He wanted to make sure she's not working outside of her job description until we get to that point.

Motion: I MOVE TO BRING THIS BACK AT OUR NEXT MEETING. **Action:** Approved **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Joe Mendoza. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

9.3. Discussion and possible Action to approve the appointment of Deputy City Manager, Lydia Altick, as the Acting City Manager during the recruitment process for a new City Manager.

Mayor McIntyre apologized to Council for not bringing this item sooner. He explained he didn't think it would take this long to recruit, and it is hard for him to juggle being Mayor, as well as the Acting City Manager running the day-to-day operations therefore, he asked her to take over.

Motion: I RECOMMEND MOVING FORWARD WITH APPOINTING LYDIA ALTICK AS THE ACTING CITY MANAGER DURING THE RECRUITMENT PROCESS FOR A NEW CITY MANAGER. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, **No:** Councilman Mendoza.

10. PUBLIC FORUM

Fran McKay stated that while she was on council there was an incident when Stan Lau got loud and aggressive. Mayor Edgington had to take him to the back and cool him down before we could resume our meeting.

Tom Dunn (zoom), Vice President of the Reno Firefighters Association and District Vice President for the Professional Firefighters in Nevada, stated that while they were discussing item 6.2 and took a recess, your PoolPact attorney made some unprofessional comments about the process that took place to include, addressing, one council member by name specifically, which was Councilman Torres.

Tessa Garvin (zoom) stated that the PoolPact attorney was extremely unprofessional. She also addressed Councilman Hanan and stated that he is very good for his constituents, the community, and for the City of Fernley. She encouraged him to think hard this issue with Councilman Lau. If anybody else were to do anything like this, she knows he would be the first person to say that's not right.

Michael Oaks (zoom) saw the social media posts on the news and wanted to make a comment based on what he heard tonight. He, too, heard the PoolPact attorney make comments about wanting to turn her license into the State and hopes everything works out for her. He's confused that Councilman Hanan can see certain events that are threatening, but yet other events he finds not threatening at all and wanted to put it on the record.

Tammy Dittman stated she has been at City Council meeting where Councilman Lau has been rude, obnoxious, angry, and she has called them out on public comments about it in the past.

Becki Howlett asked what the sanctions were and the list of committees the Councilman Lau is on.

Mayor. McIntyre asked to recall agenda item 6.1 for the purpose of reading off the committees that Councilman Stan is on and that he will be removed from.

Michael Moore thanked Councilman Mendoza for bringing the issue with Councilman Lau forward. A lot of people felt like it was getting brushed underneath the table

Myla Moore stated that Councilman Hanan was trying to be a good friend but became an enabler. If you really want to help your friend, you should look at the whole picture, and not just one incident. But what has been built here by many, many voices on the phone, in the audience, on the panel, is a whole character picture of somebody that's unstable and highly escalated in various incidents, not with one person, but with multiple.

Linda Carr asked if there was going to be a fence put up around the Boys & Girls Club and if the city has a bully policy.

Roy Edgington stated he was very disappointed in the behavior from City Council tonight. He this infighting must stop.

11. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:00 pm.

Approved by the Fernley City Council on October 15, 2025, by vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
OCTOBER 1, 2025**

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, Councilman Ryan Hanan, Councilman Joe Mendoza, Acting City Manager Lydia Altick, HR Manager Mitzi Carter, City Attorney Aaron Mouritsen, City Treasurer Robert Carson, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Building Official Charity Birkel, Planning Director Michele Rambo, Deputy Public Works Director Olivia John, Utilities Director Seong Kim.

1.3. Public Forum

None at this time.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA WITH ITEM 5.3 BEING REMOVED TO BE HEARD IN THE FUTURE. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes — Closed Session June 2025

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses.

2.4. For possible action and approval to Purchase Temporary Air-Gap Equipment and SCADA/Electrical Integration for East Lift Station Project (design in process). The temporary equipment cost is not to exceed (NTE) \$30,000.

2.5. For Possible Approval of Professional Services with Shaw Engineering for Water Treatment Plant (WTP) Water Hammer Remediation — Design, Permitting, Bidding/Construction Administration, and Inspection for a total cost not to exceed \$41,200.

2.6. Possible Action to Approve a contract with Lumos & Associates for Design and Construction Management services for the SR 828 (Farm District Road) Bike Path Phase 3 Project.

2.7. Possible Action to Approve a contract with Lumos & Associates for Construction Management services for the Industrial Park Reconstruction Project

2.8. For Possible Action to Approve the award of the 2025-2027 Biennial Generator Maintenance and Service Contract to Arc Generator Services in amount not to exceed the unit price per services listed in the bid document not exceeding an annual cost of \$22,655 and a two (2) year cost of \$45,310.

2.9. For Possible Action to Approve the award of the 2025-2027 Biennial Traffic Signal Maintenance Service Contract to Titan Electrical Contracting, Inc. in amount not to exceed the unit price per services listed in the bid document not exceeding \$85,508 annually.

2.10. Discussion and Possible Action to approve the job description and wage scale for the Code Enforcement Officer position.

2.11. Possible Action to change Court Marshal wage scale to align with the updated compensation plan.

2.12. Possible Action to reappoint Jackie LaVoie, Sharon Holley, Denise Moorman and Lisa Callahan to the Fernley Senior Citizens Advisory Committee for a two-year term.

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

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

Chief Deputy Mitch Brantingham, Lyon County Sheriff's Office, reported that Deputy Zmak who was working as the School Resource Officer, is recovering from an incident. Deputy Danny Harlow will be covering the schools for Deputy Zmak on a temporary basis. He stated that there will be some traffic enforcement details coming up focusing on and targeting the school zone over on Cottonwood in particular, the area around Cottonwood and Farm District; which will consist of increased law enforcement presence in those areas during the school zone hours. Other traffic enforcement details around the city will include the stoplight at Newlands and the Main Street stoplight, in an effort to get some traffic issues sorted out. He said State Police is also involved due to some cross-jurisdiction. He stated that the department is doing some work on crime stats right now, as the reporting mechanisms crashed during the state breach. He stated that property crimes and violent crimes are all trending down, particularly over the last 2 years or so but traffic stop arrests, drug arrests and things like that, are still trending up due to an increase in proactive law enforcement. He mentioned that Deputy Jose Vasquez is back in Fernley and that there are a couple of deputies at the Academy who will be done around mid-November. He covered some of the special events they have coming up such as the Beef & Brews, Spooktacular and Shop-With-A- Sheriff.

Mayor McIntyre stated that the reason the crime is down is because the presence of the Lyon County Sheriff's Department in Fernley and he thanked them for making the City of Fernley a safer place.

Councilman Hanan stated he really appreciates all the saturation events.

Councilwoman Zoberski inquired about how the numbers work.

Chief Deputy Brantingham summarized how the department handles statistics but stated that the format doesn't affect citizens on any level and it doesn't change the job that the department is doing and that it is explained in detail in their annual report.

Councilman Mendoza asked if when they are working on cottonwood are they going to work on Hardie Lane.

Chief Deputy Mitch Brantingham noted that the situation on Hardie Lane has been a constant problem and that they have been out doing some enforcement there. He explained that they sat down with the school and Councilman Torres a few years ago and they worked through some different options for moving traffic through there, but that there are enforcement issues because conducting traffic stops on the area tends to cause a substantial mess when trying to find a safe location to stop a vehicle.

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

Acting City Manager Altick announced that five employees started in September. She gave a brief update on the RAISE Grant: 30% of plans have been reviewed by NDOT and Union Pacific Railroad and approved and construction is still on schedule for to start in spring of 2027. She summarized the City's requests for proposals and stated that all the CDBG funds have been spent on the Main Street beautification improvements.

Councilman Torres announced the FSCAC meeting will be October 10, 2025, at 9 am in the City Council Chambers and that the girls' softball tournament, Fight the Fight, will be at the Out-of-Town Park on October 11th and 12th.

Councilman Hanan thanked Animal Control for their microchip event in September and announced that The Howl-O-Ween 5K Walk Run will be at the Out-of-Town Park on October the 15th at 8 AM. He stated that the committee for the Fernley 25th anniversary had met and was planning multiple events over the course of a few days and that he has requested an agenda item to cancel the first meeting in July as it is going to be a busy week.

Mayor Neal E. McIntyre mentioned that Spooktacular is just around the corner and that the City of Fernley is inviting local businesses, organizations, and clubs to join in on the fun by sponsoring this year's event and helping hand out candy. Anyone wishing to participate can reach out to Jessica Murdoch at jmurdock@cityoffernly.org. He stated that he met with the Fire Department Chief last week and is really looking forward to seeing how the Fire Department and the City of Fernley can help each other. He also stated that he had a meeting with Lyon County Manager Andrew Haskins and will be having ongoing meetings to go over how Lyon County can help the City of Fernley as it goes through this growth spurt. He said he would like Lyon County to be involved in the City's 25th anniversary celebration and gave an update on the City Manager search, stating that there are 8 applicants and hopes that candidates would be brought forward in mid-December.

4. PROCLAMATIONS BY THE MAYOR

Mayor McIntyre presented the National 4-H Week (October 5, 2025 - October 11, 2025) proclamation to Hillary Dashiell.

5. PRESENTATIONS

5.1. Presentation, discussion and possible action on the City of Fernley retaining Merchant McIntyre Associates lobbying firm.

Acting City Manager Altick, introduced this item and stated that Merchant McIntyre Associates' objective is to secure federal funding to provide budget relief and help Fernley take a leap forward on initiatives to better serve its citizens. She said that Merchant McIntyre will pursue significant funding for the City of

Fernley priority projects, such as facility upgrades at the wastewater treatment plant, the water treatment plant, the water treatment facility for surface water integration, the roundabout, parks, athletic fields, and public safety. She proposed a 90-day engagement with four deliverables: (1) Conduct a resource inventory to identify specific funding objectives and potential grant requests for Fernley. (2) Prepare a comprehensive federal funding strategy for the city, featuring a detailed federal grants grid to assess funding opportunities and evaluate Merchant McIntyre's strategies to secure that funding. (3) Arrange substantive meetings with congressional staff and executive branch program officers who have jurisdiction over the Merchant McIntyre funding targets. (4) Support Fernley in all facets of the federal grant process, including planning, writing, designing, partnership development, budget development, application submissions, and administrative requirements.

Mark McIntyre from Merchant McIntyre Associates, stated that they had prepared the Federal Funding Action Plan based on meetings with staff.

Brandon Bookout from Merchant McIntyre Associates, reviewed some of the relevant ROIs that they've achieved for similar cities.

Councilman Joe Mendoza asked what they could realistically deliver within this 3-month period where City Council could measure the effectiveness of their organization in helping with these funds.

Mr. McIntyre stated that they will take the City through what they call a resource inventory process, which will lead to a comprehensive federal funding strategy and a very detailed grants analysis. Based on due dates, a very specific action plan will be developed, and grant writing will be done, which will showcase the company's strategic thinking and added value.

Councilwoman Zoberski stated concern over entering into a time-trial period with a government shut down happening and asked if staff had initiated contact with this firm or if it was the other way around. She suggested tabling this item until other lobbying firms can be used for comparison or put it out to bid.

Mr. McIntyre stated the shutdown pauses the process, but it doesn't stop the process, so the grants and the congressional earmarks will continue to flow.

Mr. Bookout stated they sent a letter to Mayor McIntyre because they identified the city as a prime candidate for federal funding, based on the city's federal grant eligibility.

Mayor McIntyre confirmed email correspondence with the company.

Councilman Torres asked if grants that are posted at the federal level have to be posted at the same time to everybody in the public, whether you're a lobbyist, county or city municipality and if the company had reached out to the City's local lobbyist to find out how to possibly work with them on securing grants since they have a home field advantage and have the information and institutional knowledge beforehand. He proposed that funds can be better spent by investing in City staff to find and write the grants and by making contacts through federal delegation, by people in-house.

Mr. McIntyre stated that the federal grants process is a highly relational process and the company serves as a go between by asking direct questions to the federal government and individual program officers who run these grant programs. He stated that they try to win the grants before they're announced by

working on the Notice of Funding Opportunity when it comes out and that they have not researched out the City's local lobbyist.

Councilman Hanan stated favor in having multiply lobbyists and being open to discussion about future opportunities. He proposed a 6-month or a 1-year trial at a more competitive price, to show what the company can do.

Motion: I MOVE TO NOT APPROVE A CONTRACT WITH MERCHANT MCINTYRE ASSOCIATES FOR THEIR FEDERAL FUNDING SUPPORT. **Action:** Approved, **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Felicity Zoberiski. **Vote:** Passed, **Summary:** Yes 3, No 2. **Yes:** Councilwoman Zoberiski, Councilman Torres, Councilman Mendoza, **No:** Councilman Lau, Councilman Hanan.

5.2. A presentation by Fernley Community Foundation and Fernley Main Street on the collaboration with the City of Fernley for the transformation of Polaris Plaza into a vibrant, inclusive, and sustainable public space that serves as a central gathering place and a catalyst for economic, cultural, and community development in the heart of Fernley.

Cody Wagner of the Fernley Community Foundation presented this item; he reviewed the timeline and the progress of the project. He spoke of the donations made by Polaris, fundraising efforts of the Foundation, and working with the Rotary Club. He stated that the was to try to create a community-first event space with potential uses for public, private, and philanthropic causes. He asked Council for permission to proceed with Phase 1, which included adding fencing, extending the concrete slab 380 square feet, installation of artificial turf, custom engraved bricks, and the rest of the landscaping and irrigation, all from local vendors. Mr. Wager stated that Lowe's has chosen this project as their community impact project for the year and they would be donating up to \$2,500 worth of materials from their store plus some manpower. He said that they have scheduled Tuesday, October 21st to get the landscaping aspects done and asked for shrubs, planting and landscaping materials, post concrete and polymeric sand for the bricks. He asked to partner with the City in the form of a resolution, MOU, or some sort of lease agreement and spoke of events being hosted by the Foundation, the Boosters Club, sports leagues, and other non-profit organizations.

Shannon Ceresola with Main Street Fernley, spoke of creating a vision of what they would like Main Street to be, and tie into what is proposed for at the plaza. She stated that the goal is to have a cohesive look and that the first of ten benches was placed this week. She stated appreciation of the Fernley Community Foundation and the local chamber office in creating one vision, using the same energy and the synergy between all of these groups to bring it all together to complete a project that all can be proud of.

City Attorney Mouritsen stated today is just a presentation, so the Council shouldn't take any action on this item. He proposed to have a pre-planning meeting scheduled with Planning, the Community Foundation and staff to discuss an MOU or a land lease, and discuss the pros and cons.

Councilman Hanan thanked them for all their hard work and stated excitement for the project.

Councilwoman Zoberiski stated a concern over scheduling a pre-planning meeting if Lowe's is trying to have their workday and come do work by the 21st. She noted that scheduling the meeting soon would be best.

Councilman Joe Mendoza asked if this would be better accomplished during a workshop.

Cody Wagner commented that ideally the pre-planning meeting be schedule soon and then if it's an MOU, have it as a consent agenda item at either the next meeting or that first meeting of November, as long as the Foundation has permission to move forward with the Lowe's part of it.

Mayor Neal E. McIntyre called for recess - 6:54 pm - 7:04 pm.

5.3. Presentation by Pool/Pact regarding outside legal representation.

This item was pulled from the agenda.

6. ORDINANCES

6.1. (Possible Action) Introduction and first reading of the First Amendment to the Red Hawk Ranch Development Agreement (Bill #368, DA20002-AMD1) submitted by Wood Rodgers, Inc. on behalf of Red Hawk Ranch LLC, Series B and DB-BB Investments I, LCC to request the following changes: 1) incorporate all property owners and parcels into the agreement, 2) extend the expiration date of all applicable tentative subdivision maps, 3) establish the framework for a future Special Assessment District, 4) allow an on-site density transfer, and 5) relocate the community park. The Red Hawk Ranch Development Agreement, as amended, encompasses four (4) parcels totaling approximately 161.09 acres in area (APNs 021-041-07, -08, -09, -10).

Planning Director Rambo gave the first reading of the ordinance needed to amend the development agreement and stated that there will be a presentation and public hearing at the next meeting.

Councilwoman Felicity Zoberski asked to be emailed about how many public notices will be sent out.

6.2. Discussion and Possible Action. Introduction and first reading of a Zoning Map Amendment (ZMA25001) request from Wood Rodgers, Inc. on behalf of Genica Clover Ranch, LLC, rezoning six (6) parcels containing approximately 24.72 acres from RR½ (Rural Residential, ½-acre minimum) and RR5 (Rural Residential, 5-acre minimum) to SF6 (Single Family, 6000-square foot minimum) generally located between Farm District Road to the south, Langdon Street to the north, Winnie Lane to the west, and Nevada Pacific Boulevard to the east (APNs 021-331-15, -19, -20, -22, -29, and -38).

Planning Director Rambo gave the first reading for a zoning map amendment for 6 parcels from RR1/2 and RR5 to SF6. There will be a detailed presentation and public hearing at the next meeting.

6.3. Introduction and first reading of Bill #367 associated with a Zoning Map Amendment request (ZMA25002) from the City of Fernley rezoning one parcel containing approximately 23.19 acres generally located at 2305 Farm District Road from SF20 (Single Family, 20,000-square foot minimum) to OSP (Open Space and Parks) to bring the site into conformance with the Comprehensive Master Plan land use designation of Open Space and Parks (OSP) (APN 021-303-16).

Planning Director Rambo stated this is the third first reading for this item. This one deals with the property that has been designated for the Mayor's Fishing Pond Park. This is just a cleanup, to bring it into conformance with the Master Plan designation. At the next meeting there will be more details and a public hearing as well.

7. PUBLIC HEARINGS

7.1. Discussion and Possible Action to adopt Bill #369 regulating alcohol delivery from licensed covered food establishments within City limits.

City Clerk Swanson stated that this is the second reading and adoption of Bill 369, which is derived from AB 375 that was enacted during the 83rd legislative session. This bill is commonly referred to as the Cocktails to Go Bill, as it allows the off-premises delivery of alcoholic beverages. This bill allows certain food establishments that are already licensed for on-premise alcohol sales to sell and deliver sealed alcoholic beverages for off-premise consumption. She stated that a 50-cent surcharge per drink funds the DUI prevention through the expanded Ignition Interlock and DUI Reduction Program and that no new license is needed. She noted that the establishments that are currently licensed can offer this service, delivering alcohol requires extra training, and establishments must use tamper-evident packaging. Staff recommends adoption of this bill as it creates a new revenue stream for the 22 qualified food-covered establishments in our city.

Councilman Mendoza asked how it is tracked that a driver is qualified and who regulates the tamperproof and quality of drinks.

City Clerk Swanson stated that she has asked for cooperation from the Nevada Restaurant Association to help us get the point across that Uber drivers must be trained and get a City of Fernley business license. It is up to the restaurant to regulate the tamperproof containers.

There was no public input.

Motion: I MOVE TO ADOPT BILL 369 AN ORDINANCE REGULATING ALCOHOL DELIVERY FROM LICENSED COVERED FOOD ESTABLISHMENTS WITHIN THE CITY LIMITS. **Action:** Approved, **Moved by:** Councilman Stan Lau, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

8. STAFF REPORTS

8.1. Discussion and Possible Action to Direct Staff: Consider whether the City should hire a professional consultant to conduct an efficiency study, and provide direction to staff as appropriate.

Acting City Manager Altick stated this item was requested on September 3rd by Councilman Mendoza, and staff is looking for direction on this item. She noted that there have been 3 efficiency studies done between 2020 and 2023. The first study was a Development Review Operational Assessment done in 2021 by Management Partners, and the result of this was an implementation action plan. The second was a federal municipal court and Fernley city attorney evaluation in 2022 done by the National Center for State Courts, and the result was a technical assistance efficiency study. The third one was done in 2020 to develop an action plan to ensure growth occurs in a manner sensitive to the character of the community, and the result of that was the 2021-2026 strategic plan. Basically, this is going to be a discussion amongst you all about what you would like to see within an efficiency study to help guide staff on what it is you're looking for in that efficiency study.

Councilwoman Zoberski stated that after the first efficiency study they were getting updates on all the priority lists. When we did the efficiency study, we had a checklist and then it fell off. She asked if there's a way that we can get a checklist of these priorities and where we're at with the priorities.

Lydia Altick, Acting City Manager, stated that she did an update about a year and a half ago. There are a couple of things on there that we haven't done but 90% of those we are actually still doing.

Councilman Torres expressed the important of a new efficiency study as the City has multiple new staff members and departments. It's time to take an inward look again to see where we're strong, where we're weak, what we're doing right, and what we can improve on, while at the same time looking at reasons for the high turnover.

Councilman Mendoza stated his goal was to identify areas that the City could improve on to be more efficient and he wants to identify and figure out what we are actually doing with the City resources, and be good stewards of what the community has entrusted to us with.

City Attorney Mouritsen stated that he would like to see a specific efficiency study done by somebody specifically for city attorneys or for attorneys' offices, so we can get that specialized assistance that we need. The last efficiency study was done in March 2022, and it was very useful, and he believes we've actually accomplished all our goals on it, but he would like some additional specialized help if we decide to move forward there.

Councilman Hanan asked if it would be better to wait until we have a new City Manager in place to do an efficiency study since other people have had to assume temporary responsibilities to get the job done. He recommended that the study be done when the City has filled the positions that are required for it to operate efficiently.

Councilwoman Zoberski stated she has full confidence in an efficiency study being done in each of the individual departments so that we can figure out what needs to be done to make that department more efficient. She noted that bringing a City Manager in and having a roadmap already laid out is going to be a lot better than having somebody come in and do an efficiency study before they're ready for it.

Mayor McIntyre stated that if we go out for RFP right now, by the time everything is said and done, we will have a new city manager.

Motion: I MOVE TO DIRECT STAFF TO PREPARE AND ISSUE A REQUEST FOR PROPOSAL TO CONDUCT A GOVERNMENT EFFICIENCY STUDY OF EVERY DEPARTMENT WITHIN THE CITY OF FERNLEY, SPECIFICALLY, BUT NOT LIMITED TO OPERATIONAL EFFICIENCY, FISCAL RESPONSIBILITY, SERVICE DELIVERY, TRANSPARENCY AND ACCOUNTABILITY, AND LONG-TERM SUSTAINABILITY, AND TO RETURN TO COUNCIL WITH A MINIMUM OF, BUT NOT LIMITED TO, 3 FIRMS TO PROVIDE THAT DETAILED ASSESSMENT. **Action:** Approved, **Moved by:** Councilman Joe Mendoza, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

Councilman Joe Mendoza requested that the study look at Operational Efficiency to evaluate current processes and staffing levels and Department Structures to identify opportunities for improved workflows,

reduced redundancy and streamlined decision-making. That a full review of expenditures, be done to identify areas of waste, duplication, or non-essential spending, recommend cost-saving strategies that do not compromise the delivery of core city services be done for fiscal responsibility. He asked that service delivery be looked at to assess whether the city is meeting service benchmarks in an area such as public safety, infrastructure. That permitting and community programs be evaluated to compare performance against peer municipalities in similar size and growth. He requested that transparency and accountability be stated to ensure findings are presented publicly in clear, actionable reports. That measurable benchmarks be created so that the community can track progress and hold leadership accountable and that long-term sustainability be a main goal, used to provide recommendations to position Fernley for future growth, leveraging technology, partnerships, and best practices.

8.2. Discussion and Possible Action to approve the reclassification of Administrative Specialist II to Utilities Project Coordinator.

HR Manager Carter presented this item. She stated that with the inception of the new Utilities Department in 2025, the director determined that the Administrator Specialist II was needed to provide support for the clerical administration within the growing department. The Administrative Specialist II position was posted and fulfilled internally on March 17, 2025 by a qualified candidate who was promoted per the City of Fernley Personnel Policies and Procedures Section 3.21. Based on the rapid growth of the Utilities Department, the Administrative Specialist duties and responsibilities quickly expanded and extended beyond the normal scope of the work for Administrative Specialists II. HR became involved in conducting a classification study to ensure the reclassification request was warranted and done in accordance with the City of Fernley's Personal Policies and Procedures, Section 4, Position Classification Plan and sections 4.1.5, reclassification numbers 4.1.5.1, through 4.1.5.4. Once the position discretion was created to capture the expanded duties, the salary was created based upon the mid-range salary for the Administrative Specialist III, and to allow growth within the classification. It was also determined that the Administrative Specialist II would not be back-filled, and the duties would be absorbed within the Project Coordinator Position. The finalized draft for the Project Coordinator was then sent to the IBEW Local 1245 business agent. For the purpose of collective bargaining as defined in NRS 288, the City shall recognize the Union as the exclusive representative for those classifications set forth in Appendix A. The IBEW business agent's designation that the proposed reclassification of that position was approved by marking yes in the designated area, and with his signature dated September 12, 2025.

Councilman Mendoza asked if the change to a contract meets NRS 288, if the proper process to open up a government CBA had been followed and if there is a need for an MOU to be added into the CVA.

City Attorney Mouritsen stated that changes to the contract means changes to the MOU and in this case, the MOU has a process for making those changes; if the union signs off on it and the city agrees to it, then it goes through.

HR Manager Carte, stated that the language says that new classifications which are appropriate for the inclusion of the bargaining unit may be established in the future, and representation shall be automatic after establishment of the new classification and rate. So, this is adding another classification into Appendix A, and it's not changing any of the language of the CBA itself.

Motion: I MOVE TO APPROVE THE RECLASSIFICATION OF THE ADMINISTRATIVE SPECIALIST II POSITION TO THE UTILITIES PROJECT COORDINATOR WITH THE JOB DESCRIPTION AND SALARY RANGE AS PRESENTED. **Action:** Approved, **Moved by:** Councilman Ryan Hanan,

Seconded by: Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

8.3. Discussion and possible action regarding canceling the July 1, 2026, City Council Meeting due to City of Fernley 25th Anniversary events. (Councilman Hanan)

Councilman Hanan stated that they had their first meeting for the city's 25th Anniversary event and have identified quite the workload for the city and staff. Events start early in the day on Wednesday and he spoke with the City Clerk about trying to reschedule that meeting so that we didn't have to break from the events and come over here and have our meeting and pull staff away. he noted that the following Wednesday there is the Planning Commission meeting scheduled and some other items that interfere with the rescheduling. He said that unless the Council has a better day or an opinion to reschedule, he would request that we cancel the meeting.

Councilman Torres stated he likes the idea but thinks canceling 10 months out is a little too early, not because of the events, but because it is unknown what projects may need to be heard that day. He proposed cancelling the meeting closer to the scheduled date so the council knows what projects are coming out and have a better idea of what the budget's going to look like.

Councilwoman Zoberski requested that this be heard closer to the scheduled meeting time as well.

Motion: I MOVE TO TABLE THIS ITEM UNTIL THE FIRST MEETING IN JANUARY. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

9. PUBLIC FORUM

None at this time.

The next City Council meeting will be October 15, 2025, at 5:00 pm.

10. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:04 pm.

Approved by the Fernley City Council on October 15, 2025, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origination date = 9/26/2025-10/09/2025

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
The Paw Spa		Rowley, Lisa	806 Old Hiway 40	Fernley	NV	89408	691-0697	Animal/Pet Services, g	Dog Grooming
Shade Concepts		William & Kristi Patt	7605 Old Highway 395N	Carson City	NV	89704	775-721-6983	Contractor	Residential/Small Comm
Wadman Corporation		Ryan Wadman	2920 South 925 West	Ogden	UT	84401	801-621-4185	Contractor	General Contractor #266
Northern Nevada Notary Signing Agen		Robin Johnson	1385 Jennys Lane	Fernley	NV	89408	775-404-0806	Business Specific Prof	Notary services
Dri Tech, LLC		Blaine DeBrouwer	5340 W. Robindale Road	Las Vegas	NV	89139	775-202-3401	Contractor	Roofing, Siding & Sheet
V & A Consulting Engineers, Inc.		Jose Villalobos - Dir	1000 Broadway Suite 320	Oakland	CA	94607		Engineering Services	Engineering services
Freeway Mobile Home Park LLC		Gabriel & Shirley L	315 Vine Street	Fernley	NV	89508	775-378-1391	RV / Mobile Home Par	Mobile Home Park
Ezzi Signs Inc		Hussain Contractor	16611 West Little York Rd	Houston	TX	77084	713-232-0771	Contractor	Electrical Signs Contract
Maxed Professionals	Re/Max Professionals	Corey Carter/Susan	705 E. Main Street	Fernley	NV	89408	775-345-3070	Real Estate	Real Estate Sales
CJP Plumbing LLC		Cole Plummer Jr	3740 Olive Way	Fallon	NV	89406	775-294-7027	Contractor	Plumbing Contractor #94
780 Sunny LLC		James Jajeh/Diana	780 Sunny Lane	Fernley	NV	89408	650-863-2396	Residential Dwelling R	Residential Rentals: 4-ple
145 Curry LLC		James Jajeh/Diana	145 Curry Drive	Fernley	NV	89408	650-863-2396	Residential Dwelling R	Residential Rentals: 4-PI
Hull Physical Therapy LLC	Fernley Physical Therapy	Peter Hull and Han	20 N West Street	Fernley	NV	89408	775-575-6655	Medical Office or Servi	Physical Theraphy
Peter Hull and Hannah Hull		Peter Hull and Han	20 W West Street	Fernley	NV	89408	775-338-0752	Property Rentals	Commercial property rent
A little off the Top		Brian Alsip	325 W. Main St. #1	Fernley	NV	89408	775-250-3291	Hair/Nail/Tanning/Spa	Hair services
High Desert Drywall, LLC		Derek & Chelsea V	10 Greg Street, Ste. 164	Sparks	NV	89431	775-560-4046	Contractor	Drywall Contractor #8298
Tracey Roofing LLC		James Tracey	18502 Silverbell Ct.	Reno	NV	89508	775-971-7448	Contractor	Roofing Contractor #871
Divine Joy Homes, LLC		Randy & Jessica Ja	155 & 165 Curry Dr.	Fernley	NV	89408	415-505-2800	Residential Dwelling R	Residential Rental: 4-plex
Centimark Corporation		Timothy M. Dunlap	12 Grandview Cir	Canonsburg	PA	15317	724-514-8765	Contractor	Roofing/waterproofing Co
Sunshine Spa, LLC		Li Liu	186 Main St. Unit #3	Fernley	NV	89408	626-492-4663	Massage Therapist	Massage and aromathera
Grand Totals:									
									20

Report Criteria:

License.Status = "Active"

Business.Origination date = 9/26/2025-10/09/2025



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from ERGS Fernley, LLC for River Ranch Apartments Phase 1 for 11.25 ERC's of water and 34.80 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd, Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. ERGs Fernley, LLC is seeking a will-serve for Phase 1, building 1, 2, 3, 4 and 5, of the River Ranch Apartments.
2. This project requires 11.25 ERC's for water and 34.80 ERC's for sewer.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from ERGS Fernley, LLC for Phase 1 of the River Ranch Apartments for 11.25 ERC's for Water and 34.80 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

1. ERGs Fernley, LLC is seeking a will-serve for Phase 1, building 1, 2, 3, 4 and 5, of the River Ranch Apartments.
2. This project requires 11.25 ERC's for water and 34.80 ERC's for sewer.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

ATTACHMENTS:

1. River Ranch (Phase 1) Will Serve Letter



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: River Ranch Apartments Development/ project or property located at 501 River Ranch Rd Fernley, Nevada with 11.25 ERC's water connections and/or 34.80 ERC's sewer connections for Service to 5 units, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of Building permit issuance based on the connection fee rate for water and sewer per Equivalent Residential Capacity (ERC).
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-281-19

Fernley City Council Approved Will-Serve on: 10/15/2025

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from ERGS Fernley, LLC for River Ranch Apartments Phase 2 for 25.65 ERC's of water and 95.04 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd, Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. ERGs Fernley, LLC is seeking a will-serve for Phase 2, building 11, 12, 15, 16, 24, 25, 26, 31 and 32 of the River Ranch Apartments.
2. This project requires 25.65 ERC's for water and 95.04 ERC's for sewer.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from ERGS Fernley, LLC for Phase 2 of the River Ranch Apartments for 25.65 ERC's for Water and 95.04 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

1. ERGs Fernley, LLC is seeking a will-serve for Phase 2, building 11, 12, 15, 16, 24, 25, 26, 31 and 32 of the River Ranch Apartments.
2. This project requires 25.65 ERC's for water and 95.04 ERC's for sewer.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

ATTACHMENTS:

1. River Ranch (Phase 2) Will Serve Letter



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: River Ranch Apartments Development/ project or property located at 501 River Ranch Rd Fernley, Nevada with 25.65 ERC's water connections and/or 95.04 ERC's sewer connections for Service to 9 units, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of Building permit issuance based on the connection fee rate for water and sewer per Equivalent Residential Capacity (ERC).
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-281-19

Fernley City Council Approved Will-Serve on: 10/15/2025

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from ERGS Fernley, LLC for River Ranch Apartments Phase 3 for 32.40 ERC's of water and 124.02 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd, Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. ERGs Fernley, LLC is seeking a will-serve for Phase 3, building 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 22 and 23 of the River Ranch Apartments.
2. This project requires 32.40 ERC's for water and 124.02 ERC's for sewer.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from ERGS Fernley, LLC for Phase 3 of the River Ranch Apartments for 32.40 ERC's for Water and 124.02 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

1. ERGs Fernley, LLC is seeking a will-serve for Phase 3, building 6, 7, 8, 9, 10, 17, 18, 19, 20, 21, 22 and 23 of the River Ranch Apartments.
2. This project requires 32.40 ERC's for water and 124.02 ERC's for sewer.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

ATTACHMENTS:

1. River Ranch (Phase 3) Will Serve Letter



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: River Ranch Apartments Development/ project or property located at 501 River Ranch Rd Fernley, Nevada with 32.40 ERC's water connections and/or 124.02 ERC's sewer connections for Service to 12 units, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of Building permit issuance based on the connection fee rate for water and sewer per Equivalent Residential Capacity (ERC).
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-281-19

Fernley City Council Approved Will-Serve on: 10/15/2025

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from ERGS Fernley, LLC for River Ranch Apartments Phase 4 for 22.05 ERC's of water and 79.98 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd, Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. ERGs Fernley, LLC is seeking a will-serve for Phase 4, building 33, 34, 35, 36, 37, 38, 39 and 40, of the River Ranch Apartments.
2. This project requires 22.05 ERC's for water and 78.98 ERC's for sewer.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from ERGS Fernley, LLC for Phase 4 of the River Ranch Apartments for 22.05 ERC's for Water and 78.98 ERC's for Sewer for Lyon County Parcel 021-281-19 located at 501 River Ranch Rd Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

1. ERGs Fernley, LLC is seeking a will-serve for Phase 4, building 33, 34, 35, 36, 37, 38, 39 and 40, of the River Ranch Apartments.
2. This project requires 22.05 ERC's for water and 78.98 ERC's for sewer.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

ATTACHMENTS:

1. River Ranch (Phase 4) Will Serve Letter



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: River Ranch Apartments Development/ project or property located at 501 River Ranch Rd Fernley, Nevada with 22.05 ERC's water connections and/or 78.98 ERC's sewer connections for Service to 8 units, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of Building permit issuance based on the connection fee rate for water and sewer per Equivalent Residential Capacity (ERC).
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-281-19

Fernley City Council Approved Will-Serve on: 10/15/2025

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from M4 New Fernley QOZB, LLC for Building C Tenant Improvements for a new office at Victory Logistics District for .91 ERC's for Water and 3.91 ERC's for Sewer for Lyon County Parcel 021-242-20 located at 1730 N. Nevada Pacific Pkwy, Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. M4 New Fernley QOZB, LLC is seeking a Will-Serve for tenant improvements for building C at 021-242-20 located at 1730 N. Nevada Pacific Pkwy, Fernley, NV 89408.
2. This project requires .91 ERC's for water and 3.91 ERC's for sewer.
3. The project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.09.035(g).

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from M4 New Fernley QOZB, LLC for Building C Tenant Improvements for a new office at Victory Logistics District for .91 ERC's for Water and 3.91 ERC's for Sewer for Lyon County Parcel 021-242-20 located at 1730 N. Nevada Pacific Pkwy, Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

1. M4 New Fernley QOZB, LLC is seeking a Will-Serve for tenant improvements for building C at 021-242-20 located at 1730 N. Nevada Pacific Pkwy, Fernley, NV 89408.
2. This project requires .91 ERC's for water and 3.91 ERC's for sewer.
3. Water and Sewer connection fees will be paid at the time of building permit issuance in the amount of \$27,500.30
4. Any additions to this building after the issuance of this will serve will require additional water rights.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

ATTACHMENTS:

1. M4 New Fernley QOZB Will Serve Letter



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: M4 New Fernley QOZB, LLC Development/ project or property located at 1730 N. Nevada Pacific Pkwy Fernley, Nevada with .91 ERC's water connections and/or 3.91 ERC's sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,649.00 per unit for water and \$5,464.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-242-20

Fernley City Council Approved Will-Serve on: 10/15/2025

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-395-910

520-395-520

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from The Meadows at Inglewood for Reno Orthopedic Center for .04 ERC's for Water and .22ERC's for Sewer for Lyon County Parcel 020-341-11 located at 1034 Inglewood Drive. Unit C, Fernley, NV 89408

AGENDA ITEM BRIEF:

1. The Meadows at Inglewood is seeking a Will-Serve for tenant improvements for Unit C at 020-341-11 located at 1034 Inglewood Drive, Fernley, NV 89408.
2. This project requires .04 ERC's for water and .22 ERC's for sewer.
3. The project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.09.035(g).

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from The Meadows at Inglewood for Reno Orthopedic Center for 0.04 ERC's for Water and 0.22 ERC's for Sewer for Lyon County Parcel 020-341-11 located at the at 1034 Inglewood Drive Unit C Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

1. The Meadows at Inglewood is seeking a Will-Serve for tenant improvements for Unit C at 020-341-11 located at 1034 Inglewood Drive, Fernley, NV 89408.
2. This project requires .04 ERC's for water and .22 ERC's for sewer.
3. Water and sewer connection fees will be paid at the time of building permit issuance in the amount of \$1,508.1
4. In Lieu of Fee: \$308.00

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

ATTACHMENTS:

1. The Meadows at Inglewood Will Serve Letter



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: The Meadows at Inglewood Development/ project or property located at 1034 Inglewood Drive Unit C Fernley, Nevada with .04 ERC's water connections and/or .22ERC's sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,649.00 per unit for water and \$5,464.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 020-341-11

Fernley City Council Approved Will-Serve on: 10/15/2025

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Love's Travel Stops & Country Stores, Inc for Love's Travel Stop RV Parking Addition for 0.11 ERC's for Water and 0.13 ERC's for Sewer for Lyon County Parcel 021-061-23 located at 825 Commerce Center Drive, Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. Love's Travel Stop is seeking a Will-Serve for Site improvements for 3 pull-through RV Parking Spaces with sanitary yard hydrants at 021-061-23 located at 825 Commerce Center Drive, Fernley, NV 89408.
2. This project requires 0.11 ERC's for water and 0.13 ERC's for sewer.
3. The project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.09.035(g).

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Love's Travel Stops & Country Stores, Inc for Love's Travel Stop RV Parking Addition for 0.11 ERC's for Water and 0.13 ERC's for Sewer for Lyon County Parcel 021-061-23 located at 825 Commerce Center Drive, Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

1. Love's Travel Stop is seeking a Will-Serve for Site improvements for 3 pull-through RV Parking Spaces with sanitary yard hydrants at 021-061-23 located at 825 Commerce Center Drive, Fernley, NV 89408.
2. This project requires 0.11 ERC's for water and 0.13 ERC's for sewer.
3. The project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.09.035(g).

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

ATTACHMENTS:

1. Love's Travel Stop- RV Parking Addition Will Serve Letter



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Love's Travel Stop- RV Parking Addition Development/ project or property located at 825 Commerce Center Drive Fernley, Nevada with .011 ERC's water connections and/or .13 ERC's sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,649.00 per unit for water and \$5,464.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-061-23

Fernley City Council Approved Will-Serve on: 10/15/2025

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from M4 New Fernley QOZB, LLC for Tenant Improvements for a new office with Victory Logistic Building B for 0.70 ERC's of water and 2.97 ERC's for Sewer for Lyon County Parcel 021-242-21 located at 1740 N. Nevada Pacific Pkwy STE 110, Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. M4 New Fernley QOZB, LLC is seeking a Will-Serve for tenant improvements for Building B at 021-242-21 located at 1740 N. Nevada Pacific Pkwy, Fernley, NV 89408.
2. This project requires 0.70 ERC's for water and 2.97 ERC's for sewer.
3. The project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.09.035(g).

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from M4 New Fernley QOZB, LLC for Tenant Improvements for a new office with Victory Logistic Building B for 0.70 ERC's of water and 2.97 ERC's for Sewer for Lyon County Parcel 021-242-21 located at 1740 N. Nevada Pacific Pkwy STE 110, Fernley, NV 89408.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

1. M4 New Fernley QOZB, LLC is seeking a Will-Serve for tenant improvements for Building B at 021-242-21 located at 1740 N. Nevada Pacific Pkwy, Fernley, NV 89408.
2. This project requires 0.70 ERC's for water and 2.97 ERC's for sewer.
3. Water and sewer connection fees will be paid at the time of building permit issuance in the amount of \$20,954.10

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

ATTACHMENTS:

1. M4 New Fernley QOZB Will Serve Letter- Building B



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: M4 New Fernley QOZB, LLC Development/ project or property located at 1730 N. Nevada Pacific Pkwy STE 110 Fernley, Nevada with .70 ERC's water connections and/or 2.97 ERC's sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,649.00 per unit for water and \$5,464.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-242-21

Fernley City Council Approved Will-Serve on: 10/15/2025

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Southwest Gas for Interior Office Remodel for 0.13 ERC's for Water and .43 ERC's for Sewer for Lyon County Parcel 021-242-14 located at 5900 Macdonald Drive Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. Southwest Gas is seeking a Will-Serve for an interior office remodel at 021-242-14 located at 5900 Macdonald Drive, Fernley, NV 89408.
2. This project requires 0.13 ERC's for water and 0.43 ERC's for sewer.
3. The project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.09.035(g).

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Southwest Gas for Interior Office Remodel for 0.13 ERC's for water and .43 ERC's for Sewer for Lyon County Parcel 021-242-14 located at 5900 Macdonald Drive, Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

1. Southwest Gas is seeking a Will-Serve for an interior office remodel at 021-242-14 located at 5900 Macdonald Drive, Fernley, NV 89408.
2. This project requires 0.13 ERC's for water and 0.43 ERC's for sewer.
3. Water and sewer connection fees will be paid at the time of building permit issuance in the amount of \$3,343.90
4. In lieu of fee: \$1,078.00
5. Any additions to this building after the issuance of this will serve will require additional water rights.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment

ATTACHMENTS:

1. Southwest Gas Remodel Will Serve Letter



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Southwest Gas Interior Office Remodel project or property located at 5900 Macdonald Drive Fernley, Nevada with 0.13 ERC's water connections and/or 0.43 ERC's sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,649.00 per unit for water and \$5,464.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-242-14

Fernley City Council Approved Will-Serve on: 10/15/2025

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Donut Bistro for a new commercial establishment for 0.24 ERC's for Water and 1.09 ERC's for Sewer for Lyon County Parcel 020-034-02 located at 45 W. Main Street, Fernley, NV 89408

AGENDA ITEM BRIEF:

1. Donut Bistro is seeking a Will-Serve for a new commercial establishment at 020-034-02 located at 45 W Main Street, Fernley, NV 89408.
2. This project requires 0.24 ERC's for water and 1.09 ERC's for sewer.
3. The project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.09.035(g).

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Donut Bistro for a new commercial establishment for 0.24 ERC's for Water and 1.09 ERC's for Sewer for Lyon County Parcel 020-034-02 located at 45 W. Main Street, Fernley, NV 89408."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

1. Donut Bistro is seeking a Will-Serve for a new commercial establishment at 020-034-02 located at 45 W Main Street, Fernley, NV 89408.
2. This project requires 0.24 ERC's for water and 1.09 ERC's for sewer.
3. Water and sewer connection fees will be paid at the time of building permit issuance in the amount of \$7,791.60
4. In Lieu of fees: \$2,079.00
5. Any additions to this building after the issuance of this serve will require additional water rights.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

ATTACHMENTS:

1. Donut Bistro Will Serve Letter



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Donut Bistro Development/ project or property located at 45 W Main Street Fernley, Nevada with 0.24 ERC's water connections and/or 1.09 ERC's sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,649.00 per unit for water and \$5,464.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 020-034-02

Fernley City Council Approved Will-Serve on: 10/15/2025

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-395-910

520-395-910

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Martin Bunyard for 1000 Jenny's Lane for 1 ERC's of water for Lyon County Parcel 020-351-03 located at 1000 Jenny's Lane, Fernley, NV 89408.

AGENDA ITEM BRIEF:

1. Martin Bunyard is seeking a will-serve for 1000 Jenny's Lane.
2. This will-serve requires 1 ERC of Water

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Martin Bunyard for 1000 Jenny's Lane for 1 ERC's of water for Lyon County Parcel 020-351-03 located at 1000 Jenny's Lane, Fernley, NV 89408.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

1. Martin Bunyard is seeking a will-serve for 1000 Jenny's Lane.
2. This will-serve requires 1 ERC of Water

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035(g)

FINANCIAL IMPLICATIONS:

The water needed for this project will come from the City's inventory of banked water. City staff has determined that the City has adequate water and sewer resources to support the requested will-serve commitment.

ATTACHMENTS:

1. Bunyard- 1000 Jennys Ln Will Serve Letter



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Martin Bunyard Development/ project or property located at 1000 Jenny's Ln Fernley, Nevada with 1 ERC's water connections and/or 0.00 ERC's sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,649.00 per unit for water and \$5,464.00 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 020-351-03

Fernley City Council Approved Will-Serve on: 10/15/2025

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Ana Navarro, Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

510-166100 (not budgeted)

100-475730 (budgeted)

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve an amendment for additional engineering services related to the East Cedar Street Roadway Rehabilitation project, including sewer and water utility improvements, as well as the construction management services for an additional cost of \$368,700.

AGENDA ITEM BRIEF:

The Fernley City Council previously approved a December 20, 2024 contract with J-U-B Engineers, Inc. for roadway and sewer improvements along US Hwy 95A to Silver Lace Boulevard. City staff now recommend adding water utility upgrades—last updated over 20 years ago—to coincide with the roadway reconstruction. This coordinated approach minimizes future disruption and avoids duplicative costs. The additional engineering, permitting, and construction management services total \$368,700.

RECOMMENDED MOTION:

"I move to approve the amendment with J-U-B Engineers, Inc. in the amount of \$368,700 for additional design, permitting, and construction management services related to roadway, sewer, and water improvements along East Cedar Street."

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:

1. Approve the amendment as presented.
2. Approve the amendment with modifications.
3. Do not approve the amendment and provide direction to staff.

BACKGROUND:

The Fernley City Council approved a contract dated December 20, 2024, with JUB for the project to update the roadway between US Hwy 95A and Silver Lace Boulevard. At that time, only the roadway work and sewer upgrade were requested. Since the roadway will now be reconstructed, City staff recommend that this project also incorporate the necessary water utility upgrades, since the existing utilities in this corridor have not been updated in over 20 years. Coordinating utility replacements with roadway improvements allows the City to take advantage of the construction window, minimizing future disruptions and avoiding duplicative costs.

The proposed additional work includes engineering design, permitting, and construction management services provided by J-U-B Engineers, Inc. The scope and cost proposals total \$368,700, broken down as follows:

- Construction Management Sewer and water, \$150,100
- Construction Management Road upgrade, \$149,040
- Design of Water System Upgrade, \$44,560
- Plan Review, \$25,000

RELEVANT LAWS, STATUTES, AND REGULATIONS:**FINANCIAL IMPLICATIONS:**

- Additional Services (Design & Permitting – Water Main): \$69,560
- Construction Management Services (Road, Sewer, Water): \$299,140
- Total Request (rounded): \$368,700

Funding will be allocated across the Roadway CIP account and the Utilities, Water, and Sewer enterprise funds, ensuring costs are appropriately distributed to the benefiting systems.

ATTACHMENTS:

1. 2025.10.08 Amendment A Cedar Street
2. 2024.11.01 Original Agreement Cedar Street

AMENDMENT A

TO THE CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES BETWEEN THE CITY OF FERNLEY AND J-U-B ENGINEERS, Inc.

This Amendment A to the Contract for Independent Contractor between the City of Fernley and J-U-B ENGINEERS, Inc. is entered into this 8st day of October, 2025, by and between The City of Fernley ("City"), and J-U-B ENGINEERS, Inc.; also referred to as "The Parties."

On December, 20th 2024, the City and J-U-B ENGINEERS, Inc. entered into a Contract for services related to Cedar Street Reconstruction. The parties hereby wish to

- 1.) Amend the Scope of Work to reflect the Scope and Tasks as described in Attachment 1, with approved additional Project funding, not to exceed \$211,248

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this Amendment A, shall remain in full force and effect.

Each signatory for the Parties below has read the Amendment A, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DATED _____

J-U-B Engineers, Inc.

DATED: _____

Neal E. McIntyre
Mayor, City of Fernley

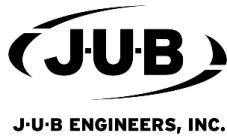
Attest:
DATED: _____

KIM SWANSON
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: _____

Aaron Mouritsen, City Attorney
595 Silver Lace Blvd.
Fernley, NV 89408
775) 784-9861
Attorney for the City of Fernley



J-U-B ENGINEERS, Inc.
AUTHORIZATION FOR ADDITIONAL SERVICES
Submitted: September 29, 2025

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

PROJECT NAME: East Cedar Street Roadway Rehabilitation

CLIENT: City of Fernley

J-U-B PROJECT NUMBER: 07-25-002

ATTACHMENT TO:

☐ **AGREEMENT DATED: 12/20/2024; or**

☒ **AUTHORIZATION FOR ADDITIONAL SERVICES #1; DATED:** Click or tap to enter a date.

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

PART 1 - PROJECT UNDERSTANDING

It is our understanding that City of Fernley intends to design and construct a new water main with laterals to existing water meters, new sewer main with laterals to manholes, reconstruct Cedar Street from Hardie Lane to Silver Lace Boulevard, and rehabilitate East Cedar Street from US-95A to Hardie Lane with associated ADA and sidewalk improvements. The actual installation of the water meters will be done with City of Fernley staff.

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

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 1, are the responsibility of CLIENT.

Construction Management

Task 11: Construction Administration	\$12,720.00
Sewer Portion	\$3,445.00
Water Portion	\$3,445.00
Roadway Portion	\$5,830.00

Provide contract administration services as follows:

- Attend the preconstruction conference and progress meetings at intervals determined by the City of Fernley
 - Twelve (12) meetings are budgeted
- Perform construction coordination
- Review and provide recommendations on contractor's traffic control plans
- Review and stamp contractor's submittal for conformance to the contract documents
- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Provide verification and approval of contractor's monthly pay request
- Provide weekly electronic quantities
- Supervise the inspection and material testing activities
- Provide recommendations to the City of Fernley for any necessary construction changes due to field conditions

- Assist in change order review and approval
- Provide final test results, field reports in an electronic .pdf on thumb drives

Task 12: Construction Survey

\$28,038.00

Sewer Portion	\$6,672.00
Water Portion	\$7,347.00
Roadway Portion	\$14,019.00

Provide construction staking as follows:

- One set of preliminary grading stakes at 50' stations denoting offsets and cut or fill to finish grade. This set of stakes will also delineate clearing and grubbing limits.
- One set of red tops at 50 feet centers for subgrade preparation.
- One set of final curb and gutter stakes at 50-foot stations and 25-foot stations at returns.
 - Stakes will be offset 5 feet and provide flow-line information.
- One set of offset stakes for driveway, ADA ramps, speed humps, and storm drains.
- Roadway monuments, referenced in four directions.

Task 13: Inspection and Testing

\$158,670.00

Sewer Portion	\$46,495.00
Water Portion	\$29,240.00
Roadway Portion	\$82,935.00

The following staffing shall be provided during construction:

- Provide Inspector(s) for ten (10) hour workdays for ninety-five (95) shifts, for a total of 950 hours.

The inspector(s) will:

- Attend the preconstruction conference
- Attend weekly construction meetings
- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Assist in problem resolution with the City of Fernley, contractor personnel, utility agencies, the public and others
- Prepare daily inspection reports, submitted weekly to the City of Fernley and CC'd to the appropriate government jurisdiction(s).
- Provide quantity reports and assist in review of contractor's monthly progress payments
- Provide verification of the distribution of public relation notices required to be delivered by the contractor
- Assist in preparation of the Punch List

Provide material testing for compliance with the specifications per the 2016 edition of the Standard Specifications for Public Works (Orange Book) testing requirements. Materials to be tested will include plantmix bituminous pavement, aggregate base, native subgrade material, structural fill material and Portland Cement concrete. Test reports, accompanied with Consultant's recommendation regarding acceptance/mitigation of materials, shall be submitted promptly to the City of Fernley and CC'd to appropriate governmental jurisdictions.

- Aggregate Base Placement
- Utility Backfill Compaction Testing
- Concrete Placement
- Asphalt Placement
- Laboratory Testing

Task 14: Project Close Out**\$5,820.00**

Sewer Portion	\$1,455.00
Water Portion	\$1,455.00
Roadway Portion	\$2,910.00

1. Provide record drawings for the completed project in PDF format. Two sets of electronic drawings, in a single file PDF format (22" x 34" at 300 dpi), will be provided to the City of Fernley for its files. The PDF file shall include all plan sheets in one file with index/bookmark for easy access to different sheets or sections of the plan set.
- 2.
3. The final record drawings must be identified, dated, and signed as the record drawings and must also contain the engineer of record's stamp and signature. The Consultant may either:
 - Provide the final revisions on the original engineer-stamped/signed reproducible drawings, which will then also be identified as record drawings, or
 - Provide new engineer-stamped/signed reproducible drawings identified as the record drawings.

The record drawings shall include a scan of the original title sheet (including the appropriate signatures by City of Fernley, signed and stamped by the Consultant) and identified as record drawings.

PART 3 - ASSUMPTIONS

It is assumed that Client will provide the following items:

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

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services completed during the billing period.

B. Period of Service: If the period of service for the tasks identified above is extended beyond 6 months past the referenced schedule, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services. Task 1 has already been completed to collect the data during the school year. Task 2 will be completed by August 28, 2025.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount
Task 11	Construction Administration	Lump Sum	\$12,720
Task 12	Construction Survey	Lump Sum	\$28,038
Task 13	Inspection & Testing	Lump Sum	\$158,670

Task 14	Project Close-Out	Lump Sum	\$5,820
Task 15	Contingency & Reimbursable Fees	Time & Materials	\$6,000
Total:			\$211,248

Exhibit(s):

Master Fee Schedule

For internal J-U-B use only:

PROJECT LOCATION (STATE): Nevada

TYPE OF WORK: Gov-Other

R&D: No

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Recreational Facility (R04)
2. None

City of Fernley - Project #07-25-002

Garth	Pete	Mike	Alex	James	Kim	Chad	Pam
-------	------	------	------	-------	-----	------	-----

Construction	\$2,900,000	
CM Services	\$211,248	7.3%

City of Fernley - Project #07-25-002

Garth

Pete

Mike

Alex

James

Kim

Chad

Pam

Construction	\$2,900,000	
CM Services	\$59,567	2.1%

Exhibit B-1 (Engineering During Construction)

City of Fernley - Project #07-25-002

East Cedar Street - WATER

East Cedar Street - WATER			Garth	Pete	Mike	Alex	James	Kim	Chad	Pam			
Task			Senior Project Engineer (PM)	Project Designer - Lead	Project Manager	Project Designer	PLS -Senior	Survey Technician Senior	Survey Technician Lead	Adminstrative	Sub Consultant/ GPS Equipment/ Vehicle		
			\$265	\$165	\$265	\$144	\$224	\$160	\$135	\$135	\$1		
1		Construction Management	\$1,325	\$1,320	\$530	\$0	\$0	\$0	\$0	\$270	\$0	\$3,445	
	1.1	Construction Meetings	3	6								\$1,785	
	1.2	Project Management Tasks	2	2	2					2		\$1,660	
2		Survey	\$265	\$330	\$0	\$0	\$1,792	\$960	\$3,375	\$0	\$625	\$7,347	
	2.1	ADA Ramps, Driveways, C&G	1	2			8	6	25		\$625	\$7,347	
3		Inspection/Testing	\$795	\$660	\$0	\$14,400	\$0	\$0	\$0	\$0	\$13,385	\$29,240	
	3.1	Inspection	2	4		100						\$15,590	
	3.2	Material Testing	1								\$12,735	\$13,000	
	3.3	Vehicle Usage									\$650	\$650	
4		Project Close Out	\$795	\$660	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,455	
	4.1	Record Drawings	1	4								\$925	
	4.2	Final Report	2									\$530	
5		Contingency										\$1,500	
			\$3,180	\$2,970	\$530	\$14,400	\$1,792	\$960	\$3,375	\$270	\$14,010	\$42,987	CM Services
												\$42,987	Water Fee

Construction	\$2,900,000	
CM Services	\$42,987	1.5%

Exhibit B-1 (Engineering During Construction)

City of Fernley - Project #07-25-002

East Cedar Street - ROAD

		Garth	Pete	Mike	Alex	James	Kim	Chad	Pam		
		Senior Project Engineer (PM)	Project Designer - Lead	Project Manager	Project Designer	PLS -Senior	Survey Technician Senior	Survey Technician Lead	Administrative	Sub Consultant/ GPS Equipment/ Vehicle	
Task	Task	\$265	\$165	\$265	\$144	\$224	\$160	\$135	\$135	\$1	
1	Construction Management	\$2,650	\$2,640	\$0	\$0	\$0	\$0	\$0	\$540	\$0	\$5,830
	1.1 Construction Meetings	6	12								\$3,570
	1.2 Project Management Tasks	4	4						4		\$2,260
2	Survey	\$530	\$660	\$0	\$0	\$3,584	\$1,920	\$6,075	\$0	\$1,250	\$14,019
	2.1 ADA Ramps, Driveways, C&G	2	4			16	12	45		\$1,250	\$14,019
3	Inspection/Testing	\$1,590	\$1,320	\$0	\$21,600	\$0	\$0	\$0	\$0	\$58,425	\$82,935
	3.1 Inspection	4	8		150						\$23,980
	3.2 Material Testing	2								\$57,150	\$57,680
	3.3 Vehicle Usage									\$1,275	\$1,275
4	Project Close Out	\$1,590	\$1,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,910
	4.1 Record Drawings	2	8								\$1,850
	4.2 Final Report	4									\$1,060
5	Contingency										\$3,000
		\$6,360	\$5,940	\$0	\$21,600	\$3,584	\$1,920	\$6,075	\$540	\$59,675	\$108,694 CM Services
											\$108,694 Road Fee

Construction	\$2,900,000	
CM Services	\$108,694	3.7%

CONTRACT

A Contract For Engineering Design Services

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

and

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

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

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

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

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

2. **DEFINITIONS.**

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

3. **CONTRACT TERM.** This Contract shall be effective from the 20th day of December, 2024, to the 30th day of June, 2025, subject to appropriation.

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

Initial
Page 91 of 16
Contractor's Initial

DS
CoF Representative

CONTRACT

A Contract For Engineering Design Services

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

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

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

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

7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B .
8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **INSPECTION & AUDIT.**
 - a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to

Initial
Page 92 of 16
BVS
Contractor's Initial

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BW
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CONTRACT

A Contract For Engineering Design Services

determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

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

Initial
Page 3 of 16
 Contractor's Initial

DS
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CONTRACT

A Contract For Engineering Design Services

waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.

d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.

e. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
- iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
- v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

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

Initial
Page 94 of 16
Contractor's Initial

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CONTRACT

A Contract For Engineering Design Services

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

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

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

15. INDEMNIFICATION.

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

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

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an

Initial
 Page 95 of 16
 DS
 Contractor's Initial

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CONTRACT

A Contract For Engineering Design Services

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

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

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

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

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

Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance

Initial
 Page 6 of 16
 DS
 Contractor's Initial

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 BW
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CONTRACT**A Contract For Engineering Design Services**

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

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Workers' Compensation and Employer's Liability Insurance:

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

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

Initial DS
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Commercial General Liability Insurance:

- 1) Minimum Limits required:

Initial
Page 7 of 16
BJS Contractor's Initial

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CONTRACT

A Contract For Engineering Design Services

\$1,000,000 General Aggregate
\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence

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

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Business Automobile Liability Insurance:

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

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

Initial DS
 

Professional Liability Insurance:

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

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Umbrella or Excess Liability Insurance:

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

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Commercial Crime Insurance:

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

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Performance Security:

- 1) Amount required: \$
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- 3) The security shall be deposited with the City no later than ten (10) working days

Initial
 Page 8 of 16
 Contractor's Initial

DS
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CONTRACT

A Contract For Engineering Design Services

following award of this Contract to Contractor.

- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

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

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

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) or equivalent, signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.

Initial
Page 9 of 16
 Contractor's Initial

DS
 CoF Representative

CONTRACT

A Contract For Engineering Design Services

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

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

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

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

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

20. SEVERABILITY OF PARTS. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

21. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by

Initial
Page 10 of 16
BVS Contractor's Initial

DS
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CONTRACT

A Contract For Engineering Design Services

the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.

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

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

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

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

Initial
 Page 11 of 16
 DS
 Contractor's Initial

DS
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 CoF Representative

CONTRACT

A Contract For Engineering Design Services

Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

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

Any federal, state, county or local agency, legislature, commission, counsel or board;
Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

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

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

28. GOVERNING LAW; VENUE. This Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Agreement, each Party to this Agreement hereby (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each Party to this Agreement accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue or inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Agreement.

29. INTEGRATED AGREEMENT. This Agreement contains the entire agreement

Initial
Page 12 of 16
DS Contractor's Initial

DS
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CONTRACT

A Contract For Engineering Design Services

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

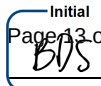
30. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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

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

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

34. COOPERATION OF PARTIES. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this

Initial
Page 13 of 16
 Contractor's Initial

DS
 CoF Representative

CONTRACT
A Contract For Engineering Design Services

Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

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

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

DocuSigned by:
Benjamin Marchant
BENJAMIN MARCHANT
DATED this _____ day of 12/20/2024, 20__.

CITY ATTORNEY
City of Fernley
Aaron Mouritsen, Esq.
Telephone: 775-784-9861
Fax: 775-784-9868

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

DocuSigned by:
Aaron Mouritsen
AARON MOURITSEN
DATED this _____ day of 12/26/2024, 20__.

CITY'S ORIGINATING DEPARTMENT:
City of Fernley Engineering Department

DocuSigned by:
Barry Williams
Department Director
DATED this _____ day of 12/29/2024, 20__.

Initial
Page 14 of 16
BMS
Contractor's Initial

DS
BW
CoF Representative

CONTRACT
A Contract For Engineering Design Services

CONTRACT ACCEPTANCE AND EXECUTION:

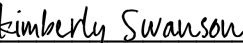
The City Council of Fernley, Nevada, at their publicly noticed meeting of December 18th, 2024, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

DocuSigned by:

NEALE E. MCINTYRE, MAYOR 12/23/2024
DATED this _____ day of _____, 20__.

ATTEST:

DocuSigned by:

KIM SWANSON, CITY CLERK 12/20/2024
DATED this _____ day of _____, 20__.

Initial
Page 15 of 16
 Contractor's Initial

DS
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CONTRACT

A Contract For Engineering Design Services

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

CONTRACTOR

BY: Brian D. Smith

TITLE: President / CEO

FIRM: J-U-B ENGINEERS, Inc.

BUSINESS LICENSE #: BL21-6280
Address: 5190 Neil Road, Suite 5000

City: Reno

State: Nevada

Zip Code: 89502

Telephone: 775-852-1440

E-mail Address: bsmith@jub.com

Signed by:

Brian D Smith

(Signature of Contractor)

DATED this _____ day of _____, 20____.

Initial
Page 16 of 16
BDS
Contractor's Initial

DS
Bw
CoF Representative



J-U-B FAMILY OF COMPANIES

November 1, 2024

Via email: kweitzel@cityoffernley.org

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

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

Dear Mrs. Weitzel:

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

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

Civil and Survey

Task 1: Team Meetings & Coordination

\$36,432

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

Task 2: Investigation of Existing Conditions and Data Gathering

\$7,351

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



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

Task 3: Topographic Survey

\$89,362

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

Task 4: Construction Documents – 50%, 70% and Final

\$132,968

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

The plan package will consist of the following:

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



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C. Details

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

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

Task 5: Issue for Bid Plans and Bid Support

\$34,852

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

SCHEDULE

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

ITEMS PROVIDED BY CLIENT OR OTHERS

It is assumed that Client will provide the following items:

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

ADDITIONAL SERVICES

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

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



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

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



J-U-B FAMILY OF COMPANIES

FEE AND BILLING

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

Civil and Survey

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

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

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

CLOSURE

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

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

Sincerely,

J-U-B ENGINEERS, Inc.

J-U-B ENGINEERS, Inc.

Vijay Kornala, P.E.
Engineer

Garth Oksol, P.E.
Project Manager

Exhibit B-1

City of Fernley - Project #DRAFT

East Cedar Street

East Cedar Street			Task											Total Fee	
			Vijay	Garth	Pete/Cole	Drew	Mike								
			Principal	Senior Project Engineer (PM)	Project Designer - Lead	Project Designer	Project Manager	QC Lead	PLS -Senior	Survey Technician - Senior	Survey Technician - Lead	Adminstrative	Sub Consultant		
Task			\$270	\$240	\$158	\$137	\$229	\$229	\$207	\$147	\$123	\$125	\$1		
1		Project Management	\$1,350	\$16,800	\$2,370	\$2,055	\$8,473	\$687	\$1,242	\$588	\$492	\$2,375	\$0	\$36,432	
	1.1	Project Management Meetings	1	25	15	15	12	3	2	4	4	1		\$15,624	
	1.2	Project Management Tasks	4	45			25		4			18		\$18,433	
2		Public and Agency Involvement	\$0	\$3,840	\$632	\$2,192	\$458	\$229	\$0	\$0	\$0		\$0	\$7,351	
	2.1	Public Involvement Plan		16	4	16	2	1						\$7,351	
3		Project Development	\$0	\$5,760	\$6,952	\$11,508	\$6,412	\$0	\$10,764	\$29,400	\$11,316		\$7,250	\$89,362	
	3.1	Condition Survey		4	16	16	16		4					\$10,172	
	3.2	Utility Investigation/Depiction			16	32	8			8				\$9,920	
	3.3	Utility Potholing (Optional)		4	4	4	4				12		\$7,250	\$11,782	
	3.4	Topographic Survey		4	8	16			16	96	80			\$31,680	
	3.5	Right-of-Way Mapping		4		8			8	48				\$10,768	
	3.6	Right-of-Way Engineering Services		8		8			24	48				\$15,040	
4		Preliminary Design	\$1,080	\$19,200	\$50,560	\$54,800	\$5,496	\$1,832	\$0	\$0	\$0		\$0	\$132,968	
	4.1	Prelimnary Project Design (50% and 70%)	4	80	320	400	24	8						\$132,968	
5		Final Design	\$0	\$7,680	\$7,584	\$11,508	\$1,832	\$1,832	\$0	\$0	\$0		0	\$30,436	
	5.1	Prepare Final Plans & Specifications (100%)		32	48	84	8	8						\$30,436	
6		Bidding Services		\$960	\$1,264	\$2,192	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,416	
	6.1	Bidding Services		4	8	16								\$4,416	
7		Design Contingency												\$25,000	
			\$2,430	\$54,240	\$69,362	\$84,255	\$22,671	\$4,580	\$12,006	\$29,988	\$11,808	\$2,375	\$7,250	\$325,965	Design
														\$325,965	Total Fee



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Acting City Manager

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to approve a ground lease agreement between the Boys & Girls Club of Truckee Meadows and the City of Fernley for the ground lease of the Early Learning Center site.

AGENDA ITEM BRIEF:

The Boys and Girls Club of Truckee Meadows wishes to enter into a ground lease with the City of Fernley for the purpose of designing and constructing an Early Learning Center at the Community Response and Resource Center Campus. The B&GC has stated that they have the opportunity to obtain philanthropic funds in the amount of \$4.1M in which to design and build the ELC. The City of Fernley will maintain the right to review and approve preliminary plans for the ELC.

The ground lease site is the location designated as the ELC site in the 50% construction documents, approved by the City Council on April 19, 2023.

RECOMMENDED MOTION:

I move to approve the ground lease of the previously identified Early Learning Center site with the Boys and Girls Club of Truckee Meadows.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council can choose not to approve the ground lease with the Boys & Girls Club.

BACKGROUND:

On August 20, 2025, City Council approved a lease agreement with the Boys & Girls Club of Truckee Meadows to operate out of the Community Response & Resource Center.

On April 19, 2023, City Council approved the 50% Construction Documents for the Base Bid, Phase 1 (Alt A), and Phase 2 (Alt B) and voted to move forward with developing 100% Construction Documents for the CRRC's Base Bid.

On June 15, 2022, City Council approved the Letter of Intent to a lease agreement between the Boys & Girls Club of Truckee Meadows to operate and maintain sections of the Community Response & Resource Center once constructed. This is in part due to the leadership, and the Boys & Girls Club experience of operating and maintaining facilities and programs, including five Boys & Girls Club afterschool and summer programs, thirteen school sites, four early learning centers, and seven teen centers. Under this agreement, the Boys and Girls Club would operate the day-care, afterschool programming, kitchen, cafeteria, gym, and meeting rooms. The letter of intent is critical to a funding source, the Nevada ARPA Child Care Extension Grant for the construction of the Community Response & Resource Center.

On October 20, 2021, City Council approved the contract with TSK Architects for the architectural engineering services of the Community Response & Resource Center. The scope of work, among other items, included the Pre-Design Services/Concepts Update to determine the programming and services that will be housed in the CRRC and the completion of the final schematic design.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS Chapter 244, and 108

FINANCIAL IMPLICATIONS:

The City of Fernley will not be responsible for financing the Early Learning Center.

ATTACHMENTS:

1. BGCTM - Ground Lease (BGCTM - City of Fernley) 10.15.25 redline 4904-1783-4097 v.4
2. BGCTM - Ground Lease (BGCTM - City of Fernley) 10.15.25 clean 4904-1783-4097 v.4

GROUND LEASE

This GROUND LEASE (“**Lease**”) is dated October ____, 2025 (“**Effective Date**”) and entered into by and between THE BOYS AND GIRLS CLUB OF TRUCKEE MEADOWS, a Nevada non-profit corporation (“**Tenant**”), and CITY OF FERNLEY, a political subdivision of the State of Nevada (“**Landlord**”), who hereby agree as follows:

ARTICLE I - FUNDAMENTAL DEFINITIONS

1.1 Definitions. For purposes of this Lease, the following terms shall have the following meanings:

- A. **Project:** That certain real estate development project known or to be known as Early Learning Center, which Tenant intends to construct, own, and operate on the Premises for the Permitted Use hereunder.

- B. **Premises:** An undeveloped portion of that certain parcel of land commonly known as the “the Community Response and Resource Center” located on an approximately 6.23-acre parcel owned by the City of Fernley, APN 021-103-60, more particularly described as “Parcel 1” of that certain Reversion to Acreage Map recorded March 11, 2025 in Lyon County Recorder’s Office as Document # 692170 (the “**Center**”). The Premises are located in the approximate location shown on the Site Plan attached hereto as **Exhibit “A”**.

- C. **Term:** A period of forty (40) years, commencing on the Commencement Date (as defined in Section 3.2 below), together with two (2) options to extend for periods of ten (10) years each. Each consecutive twelve (12)-month period during the Term is referred to as a “**Lease Year**.”

- D. **Permitted Use:** An early childhood education center providing childcare and educational activities and programs for children primarily under eight (8) years of age, and other similar or related activities as permitted by applicable laws.

- E. **Annual Rent:** One and No/100 Dollars (\$1.00) per Lease Year.

- F. **Security Deposit:** None

- G. **Brokers:** None

H. Addresses for Notices:

To Landlord: City of Fernley
Attn: City Manager
595 Silver Lace Blvd.
Fernley, NV 89408

To Tenant: Boys & Girls Club of Truckee Meadows
Attn: President/CEO
2680 E. Ninth Street
Reno, Nevada 89512

1.2 Exhibits. The following drawings, documents and provisions are attached hereto as Exhibits and incorporated herein by this reference:

Exhibit “A” - Site Plan of the Premises.

Exhibit “B” - Rules and Regulations.

1.3 Lease Contingency. This Lease, and Tenant’s obligations hereunder, are expressly contingent upon Tenant successfully raising funds in the amount of not less than Four Million and No/100 Dollars (\$4,000,000.00) to apply towards the costs of construction of the Project, including related Alterations (as defined below) to the Premises (the **“Funds Contingency”**). Upon Tenant’s satisfaction of the Funds Contingency, Tenant covenants, as a material part of the consideration of this Lease, to keep and perform each and every term, covenant and condition required to be kept and performed by Tenant under this Lease. If Tenants fail to satisfy the Funds Contingency within six (6) months of the Effective Date (the **“Contingency Period”**), at the option of Tenant to be exercised by written notice to Landlord (the **“Contingency Termination Notice”**), this Lease shall terminate and shall be of no further force or effect, except as Landlord and Tenant may otherwise agree in writing to the contrary at such time. If Tenant satisfies the Funds Contingency prior to the end of the Contingency Period, Tenant shall deliver written notice to Landlord (the **“Funds Contingency Waiver Notice”**) and Tenant shall have no further right to terminate this Lease pursuant to this Section 1.3. If Tenant does not deliver the Contingency Termination Notice or the Funds Contingency Waiver Notice prior to the end of the Contingency Period, Tenant shall be deemed to have satisfied the Funds Contingency and to waive its right to terminate this Lease pursuant hereto.

ARTICLE II – GRANT

2.1 Demise of Premises. In consideration of the rents and covenants and subject to the conditions set forth in this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises. The parties acknowledge that Exhibit “A” is intended only to show the approximate location and outline of the Premises and does not constitute an agreement, representation or warranty as to the precise area of the Premises, or as to the specific location or elements of the Center, including the Common Areas, or as to the access ways to the Premises or any other portion of the Center. As used in this Lease, the term **“Common Areas”** means and refers to all areas and facilities provided and designated by Landlord from time to time for the general nonexclusive use of Landlord, Tenant, and other tenants and users of the Center, and their

respective employees, licensees, and invitees, including, without limitation, parking areas, loading and unloading areas, trash areas, lighting facilities, fences and gates, sidewalks, walkways, driveways, signs, and landscaped areas.

2.2 Use and Control of Common Areas. During the Term and subject to all conditions of the Lease, Tenant shall have the non-exclusive right to use all Common Areas of the Center in common with Landlord and other tenants and users of the Center. Landlord's rights with respect to the Common Areas shall include, but not be limited to, the right to (a) restrain the use of the Common Areas by unauthorized persons; (b) place permanent or temporary kiosks, displays, carts and stands in the Common Areas and to lease same to tenants; (c) temporarily close any portion of the Common Areas for repairs, improvements or Alterations, for health and safety purposes, for use of same for periodic special events; and (d) renovate, upgrade or change the shape and size of the Common Areas or add, eliminate or change the extent of the Common Areas and/or the location of improvements within the Common Areas including, without limitation, buildings, parking areas, roadways and curb cuts, and to construct buildings on the Common Areas. Landlord, at any time, may change the shape, size, location, number and extent of the improvements shown on the Site Plan, construct improvements in phases, eliminate, add or relocate any improvements to any portion of the Center, and add land to and/or withdraw land from the Center. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's business.

2.3 Rules and Regulations. Tenant shall comply, and shall cause all Tenant Parties to comply, with the rules and regulations attached as Exhibit "B" ("**Rules and Regulations**"). Landlord shall have general possession and control of all Common Areas and may from time to time adopt new Rules and Regulations or modify or eliminate existing Rules and Regulations as Landlord deems necessary or appropriate. In the event of any conflict or inconsistency between the provisions of this Lease and any of the Rules and Regulations, the provisions of this Lease shall control.

ARTICLE III – TERM

3.1 Construction Term. The period of time commencing on the earlier of (i) the end of the Contingency Period without termination of this Lease pursuant to Section 1.3 or (ii) Tenant's delivery of the Funds Contingency Waiver Notice and ending Fourteen (14) months thereafter is referred to in this Lease as the "**Construction Term**." The Construction Term is subject to extension in connection with any Events of Force Majeure pursuant to Section 25.7 below.

3.2 Commencement of Term; Partial Month. This Lease shall be binding upon the parties with respect to all terms and provisions set forth herein upon the Effective Date, which is the date the last of Landlord and Tenant has executed and delivered this Lease. The Term of this Lease shall commence on the end of the Construction Term (the "**Commencement Date**"), whether or not Tenant has completed construction of the Project pursuant to Article V below. The Term shall continue for the period of time set forth in Section 1.1(D), unless sooner terminated as provided in this Lease and subject to extension pursuant to Section 3.4. If the Commencement Date occurs on any day other than the first day of a calendar month, the partial month period from the Commencement Date to the first day of the following calendar month shall be added to, and become a part of the first Lease Year, together with the following consecutive twelve (12) months of the first Lease Year.

3.3 Delivery of Possession; Condition of Premises. Landlord shall lease the Premises to Tenant on the Effective Date. There are no conditions precedent to Landlord's delivery of possession of the Premises to Tenant. Landlord represents and warrants to Tenant that as of the Effective Date:

A. Landlord is delivering the Premises in the current "as is" condition without any obligation of Landlord to improve the same.

B. Tenant shall have the exclusive right to use and occupy the Premises, and there are no other parties with any such rights, including, without limitation, pursuant to any lease, license, occupancy agreement, option, or otherwise.

C. Electric power to the Premises is available via Nevada Power Company d/b/a NV Energy utility installations adjacent to the Premises on Lois Lane, subject to connections made by Tenant as part of the Alterations.

D. Sewer service and domestic water service to the Premises are provided by the City of Fernley Public Works Department from mains adjacent to the Premises on Lois Lane, subject to connections made by Tenant as part of the Alterations.

E. Underground natural gas service to the Premises provided by Southwest Gas, a gas service provider in the City of Fernley, available at the Premises as of the Effective Date.

F. Landlord does not own any water rights appurtenant to the Premises that may be transferred to Tenant or used by Tenant in connection with the construction of the Project and use of the Premises.

G. This Lease qualifies pursuant to NRS 268.063 as a lease of municipally owned real property to a non-profit corporation recognized as exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and Landlord may lease the Premises to Tenant pursuant to NRS 268.063 without first offering the Premises to the public and for less than the fair market value of the Premises.

3.4 Options. Landlord hereby grants the following rights and options to Tenant:

A. Notwithstanding the Term set forth in Section 1.1(C), Tenant shall have the exclusive right to terminate this Lease and accelerate the expiration date of the Term by delivery of written notice (the "**Early Termination Notice**") to Landlord at any time following the end of the fifteenth (15th) Lease Year if Tenant has elected to discontinue the use and operation of the Premises for the Permitted Use set forth in Section 1.1(D). If Tenant delivers the Early Termination Notice, the expiration date of the Term shall be accelerated to that date that is ninety (90) days following the date of delivery of the Early Termination Notice, and the Term shall expire on such date.

B. Tenant shall have the right to extend the Term following the end of the Term set forth in Section 1.1(C) for two (2) additional periods of ten (10) years each (each an "**Extended Term**" and collectively the "**Extended Terms**") upon all the terms and conditions of the Lease,

subject to the following:

1. Tenant shall notify Landlord in writing of Tenant's election to exercise its right and option to extend the Term (the "**Extension Notice**") at least one hundred eighty (180) days, but no more than twelve (12) months, prior to the expiration of the original Term or the first Extended Term, as applicable. If Tenant does not extend the Term for the first Extended Term, its right and option to extend the Term for the second Extended Term shall lapse.

2. Tenant shall not be in default under this Lease beyond any applicable notice and cure period on the date that Tenant delivers the Extension Notice for the following Extended Term.

3. If Tenant timely delivers an Extension Notice, the Term shall be extended for the applicable Extended Term and references to "Term" as used in this Lease thereafter shall mean the Term, as extended by such Extended Term.

ARTICLE IV – RENT

4.1 Annual Rent. Tenant agrees to pay Annual Rent for each Lease Year during the Term to Landlord on or before the first day of each Lease Year, in the amount specified in Section 1.1(E) above.

4.2 Additional Rent. All monetary obligations of Tenant under this Lease that are in addition to Annual Rent shall be deemed additional rent ("**Additional Rent**"). Tenant shall pay Additional Rent on a quarterly basis unless a shorter period is specified elsewhere in this Lease. Landlord shall have the same rights and remedies for the nonpayment of Additional Rent as it has with respect to the nonpayment of Annual Rent. It is the intention of Landlord and Tenant that the Annual Rent and Additional Rent (collectively "**Rent**") to be paid hereunder shall be paid to Landlord absolutely net without deduction of any amount of any nature whatsoever, except as otherwise expressly and specifically provided in this Lease.

4.3 Place of Payment. Rent payable by Tenant to Landlord under this Lease shall be paid by Tenant to Landlord at the address specified for service of notice upon Landlord in Section 1.1(H) above, or at such other place as may from time to time be designated by Landlord in writing.

ARTICLE V – CONSTRUCTION OF INITIAL IMPROVEMENTS

5.1 Project Improvements. Subject to the provisions of this Article V and Article X of this Lease and all other applicable provisions of this Lease with respect to alterations, additions, installations, improvements, works of improvement, or other changes to the Premises (collectively, "**Alterations**"), Tenant shall, at its sole cost and expense construct all initial buildings and improvements on the Premises related to the Project, and all other facilities necessary for, or incidental to, the opening operation of the Premises for the Permitted Use (the "**Project Improvements**").

5.2 Conditions of Construction. Before constructing the Project Improvements on the Premises, Tenant shall comply with the following conditions (the "**Conditions of Construction**"), or obtain Landlord's written waiver of such condition(s):

A. Tenant shall deliver to Landlord for Landlord's approval a set of preliminary construction plans for the Project Improvements (the "**Preliminary Plans**") prepared by an architect or engineer duly licensed in the State of Nevada including, but not limited to, preliminary grading and drainage plans, utilities, sewer and service connections, locations of ingress and egress to and from public thoroughfares, curbs, gutters, driveways, lighting, and landscaping.

B. Landlord shall have the right to review and approve the Preliminary Plans in accordance with this Lease. Landlord shall not unreasonably disapprove the Preliminary Plans and shall approve, disapprove or approve the same subject to conditions within thirty (30) days of Landlord's receipt thereof. Any disapproval shall be accompanied by specification of the grounds for disapproval. If Landlord does not approve or disapprove the Preliminary Plans by written notice to Tenant within said thirty (30)-day period, Landlord shall be deemed to have approved the Preliminary Plans. Following any disapproval of the Preliminary Plans by Landlord, Tenant shall submit revised Preliminary Plans to address the specified grounds for disapproval.

C. Following approval or deemed approval by Landlord of the Preliminary Plans, Tenant shall prepare final plans and specifications suitable for construction purposes (the "**Final Plans**") substantially conforming to Preliminary Plans previously approved by Landlord. Landlord confirms that there is no required plan check or plan review or approval required by any governmental agency or authority and no requirement for a building permit to construct the Alterations under any applicable Laws.

D. Tenant shall deliver to Landlord (i) certificates of insurance evidencing coverage for "builder's all risk" insurance, as described in Section 9.4 hereof; and (ii) evidence of worker's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord or the Premises. Tenant shall maintain, keep in force, and pay all premiums required to maintain and keep in force all insurance at all times during which such work is in progress.

E. Tenant acknowledges the provisions of NRS 108.234 which provides, in part, that "any lessee who causes a work of improvement to be constructed, altered or repaired upon property that is leased shall provide a payment and completion bond from a surety licensed to do business in this state in an amount equal to not less than 1.5 times the total amount of the construction contract." If Tenant's contractor does not require Tenant's strict compliance with said statutory provision for such contractor's benefit, Landlord shall have the right to require Tenant to provide such a bond for Landlord's benefit. In such case, Tenant shall not commence any Project Improvements on or about the Premises until it has delivered such bond to Landlord.

5.3 Construction of Project Improvements. Tenant confirms its intent to commence construction of the Project Improvements promptly following its satisfaction of the Funds Contingency and provided that Tenant has not terminated this Lease by delivery of a Contingency Termination Notice. Tenant shall construct the Project Improvements as Alterations pursuant to Article X of this Lease.

ARTICLE VI – USE

6.1 Permitted Use of the Premises and Prohibited Uses. Tenant may use the Premises for any of the purposes specified in Section 1.1(D) hereof and any other uses consistent with such purposes or related purposes (the “**Permitted Use**”) and otherwise in compliance with all applicable laws, ordinances, statutes, codes, rules, regulations, court decisions, and any administrative or regulatory rulings or directives of any governmental agency or entity with jurisdiction now or hereafter enacted (collectively, the “**Laws**”). Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant acknowledges and agrees that the Permitted Use specified in Section 1.1(D) is a material part of the consideration of this Lease and that Tenant’s agreement to use the Premises for the Permitted Use is a material covenant and condition that induced Landlord to enter this Lease.

6.2 Hazardous Materials.

A. As used in this Lease, the term “**Hazardous Materials**” mean any hazardous or toxic substance, chemical, toxicant, pollutant, contaminant, material or waste which is or becomes regulated by any local governmental authority, the State of Nevada or the United States Government for the protection of health or the environment. The term “Hazardous Material” includes, without limitation, any material or substance that is (i) defined as a “hazardous waste” under NRS 459.400 et seq. (Disposal of Hazardous Waste) or NRS 459.700 et seq. (Transportation of Hazardous Waste); (ii) petroleum; (iii) asbestos; (iv) designated as a “hazardous substance” pursuant to Section 311 of the Water Pollution Control Act (33 U.S.C. 1321), (v) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 6901), (vii) defined as a “regulated substance” pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. 6991 et seq., (viii) defined as a “hazardous chemical substance or mixture” or “imminently hazardous chemical substance or mixture” within the meaning of the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., (ix) defined as a “hazardous air pollutant” within the meaning of the Federal Clean Air Act, 42 U.S.C. §§ 7400 et seq., (x) defined as a “toxic pollutant” or “oil” or “hazardous substance” within the meaning of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1250 et seq., (xi) defined as a “contaminant” within the meaning of the Safe Drinking Water Act, 42 U.S.C. § 300i, or (xii) defined as a “chemical known to the state to cause cancer or reproductive toxicity.” The term “**Environmental Laws**” mean any current and future laws, ordinances, statutes, codes, rules, regulations, court decisions and judicial orders, and any administrative or regulatory rulings or directives of any governmental agency or entity with jurisdiction governing or regulating the use, generation, manufacture, production, storage, release, discharge, disposal, clean-up, remediation, repair, or removal of Hazardous Materials.

B. Tenant shall (i) not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Premises or transport to or from the Premises any Hazardous Materials or allow any other person or entity to do so except for such types and quantities of Hazardous Materials that are customary and usual in connection with the Permitted

Use and in accordance with all Environmental Laws; and (ii) not cause or permit the Premises to be in violation of any Environmental Laws.

ARTICLE VII – UTILITIES; OPERATING EXPENSES

7.1 Utilities. Tenant shall be responsible for the construction of and payment for all water, sewer, electric and any other utilities (collectively, the “**Utilities**”) used by Tenant on the Premises, including connecting the same to any adjacent lines or mains as part of the Alterations. Tenant shall open accounts with all applicable Utilities providers in its own name, and shall pay for its usage of all Utilities during the Term directly to such providers.

7.2 Operating Expenses. As used in this Lease, “**Operating Expenses**” mean any actual costs or expenses incurred by Landlord in connection with its obligations under this Lease, without markup or the addition of any administrative fee. “**Proportionate Share**” means an equitable share of any Operating Expenses paid or payable with respect to the Property based on Tenant’s Permitted Use, with the intent that any such costs and expenses payable with respect to the Building may be allocated entirely to Tenant; whereas any such costs and expenses payable with respect to any other building on the Property from time to time shall be allocated entirely to the owner or tenant of such other building and any such costs and expenses payable with respect to the Common Areas shall be allocated among all users of the Common Areas in proportion to their use. No Operating Expenses allocated to or payable by the Fernley and Lassen Railway Depot shall be included in Tenant’s Proportionate Share hereunder. Landlord shall make such allocation in its reasonable judgment, subject to Tenant’s prior written approval, which shall not be unreasonably withheld.

7.3 Payment of Operating Expenses. Tenant shall pay Landlord an amount equal to Tenant’s Proportionate Share of Operating Expenses in the manner described below.

A. Landlord may reasonably estimate in advance the amounts Tenant shall owe for Operating Expenses for any full or partial calendar year of the Term. In such event, Tenant shall pay such estimated amounts, on a monthly basis, on or before the first day of each calendar month. Landlord may reasonably adjust the estimated amounts during the Term.

B. Within one hundred twenty (120) days after the end of each calendar year, or as soon thereafter as practicable, Landlord shall provide a statement (the “**Statement**”) to Tenant showing: (1) the amount of actual Operating Expenses for such calendar year, with a listing of amounts for major categories of Operating Expenses, (2) any amount paid by Tenant towards Operating Expenses during such calendar year on an estimated basis, and (3) any revised estimate of Tenant’s obligations for Operating Expenses for the current calendar year.

C. If the Statement shows that Tenant’s estimated payments were less than Tenant’s actual obligations for Operating Expenses for such year, Tenant shall pay the difference. If the Statement shows an increase in Tenant’s estimated payments for the current calendar year, Tenant shall pay the difference between the new and former estimates for the period from January 1 of the current calendar year through the month in which the Statement is sent. Tenant shall make such payments within thirty (30) days after Landlord sends the Statement.

D. If the Statement shows that Tenant’s estimated payments exceeded Tenant’s

actual obligations for Operating Expenses, Tenant shall receive a credit for the difference against payments of Rent next due. If the Term shall have expired and no further Rent shall be due, Landlord shall refund such difference when Landlord sends the Statement.

7.4 Finality of Statements. Unless Tenant takes exception to any Statement by written notice to Landlord within sixty (60) days after Landlord provides such Statement to Tenant, such Statement shall be considered final and binding on Tenant. If Tenant takes exception to any amounts shown in any Statement as provided herein, the parties shall meet in good faith to attempt to agree upon the correct amounts. If the parties cannot agree within sixty (60) days following the date of delivery of any Statement, Landlord may refer the matter to an independent certified public accountant to determine such amounts, whose determination as to the proper amounts shall be final and binding as between Landlord and Tenant. Tenant shall promptly pay the cost of such certification unless such certification determines that Tenant was overbilled for any such amounts. Pending resolution of any such exceptions, Tenant shall continue paying Tenant's Proportionate Share of Operating Expenses in the amounts determined by Landlord, subject to adjustment between the parties after any such exceptions are resolved.

ARTICLE VIII – REAL AND PERSONAL PROPERTY TAXES

8.1 Tenant's Tax Obligation. Tenant shall pay directly to the applicable taxing authority before delinquency beginning on the Commencement Date and throughout the Term and any Extended Term any and all taxes and assessments levied, assessed or imposed upon the Premises or Tenant's Alterations, fixtures, or personal property located on the Premises (collectively, the "**Taxes**"), whether or not such assessment is made against Tenant or against Landlord. Landlord shall deliver within ten (10) days of receipt, or request the City of Fernley Treasurer to deliver directly, all tax bills with respect to the Premises to Tenant. If any Taxes are assessed against a tax parcel that includes the Premises and any other part of the Project, Landlord shall equitably apportion such Taxes based on the assessed value of the land and improvements within such tax parcel. Tenant shall have the right, at its cost and expense, to protest any tax assessment assessed against the Premises, provided that no such protest shall excuse Tenant from paying all such assessed Taxes prior to delinquency. In the event that Tenant fails to pay any installment of Taxes prior to delinquency, Landlord shall have the right to pay such amounts and any penalty, fine, or late fee or charge in connection with such late payment. In such case, Tenant shall reimburse Landlord for all such amounts within five (5) days of notice thereof from Landlord.

8.2 Proration. Taxes for the first and last years of the Term or any Extended Term shall be prorated between Landlord and Tenant.

ARTICLE IX – INSURANCE AND INDEMNITY

9.1 Indemnification and Waiver.

A. Tenant Indemnity. Tenant shall indemnify, defend, and hold Landlord harmless from all liability arising out of the use of the Premises or the Project. Notwithstanding the foregoing, Tenant shall not be liable for damage or injury occasioned by any acts or negligence of Landlord or its employees, agents, or contractors. The foregoing obligation of Tenant to indemnify shall survive the expiration or earlier termination of the Lease Term. To the extent any such loss or damage is covered by insurance, Landlord and Tenant each hereby waive any rights

one may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective properties or the Premises from any risk generally covered by fire and extended coverage insurance or from vandalism, malicious mischief or sprinkler leakage. The parties, on behalf of their respective insurance companies insuring such losses, waive any right of subrogation that one may have against the other. The foregoing waivers of subrogation shall be operative provided that no policy of insurance required herein is invalidated thereby.

B. Landlord Exculpation. Landlord shall not be liable for any damage or liability of any kind, or for any injury to or death of persons, or damage to property of Tenant or any other person during the Lease Term, from any cause whatsoever, resulting from the use, occupation or enjoyment of the Premises or the operation of the Project on or about the Premises except to the extent caused by any act or negligence of Landlord or any of its employees, agents, or contractors.

9.2 Tenant's Insurance Obligation. Tenant shall carry and maintain during the entire Term, and any Extended Term, at Tenant's sole cost and expense, the following types of insurance in the amounts and forms hereinafter specified:

A. Public Liability and Property Damage. A policy or policies of commercial general liability insurance, including bodily injury liability and property damage liability insurance, with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate, insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, condition, use or occupancy thereof, and property damage liability. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property contained in Section 9.1 hereof. Such policies shall name Landlord as an additional named insured thereunder.

B. Casualty. Insurance covering all of Tenant's Project Improvements and other Alterations in an amount equal to their full replacement value, specifically including fixtures and personal property from time to time in, on or upon the Premises, during the Lease Term, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief. Landlord shall be listed as a named insured under said policy to the extent of its interest in the Alterations under this Lease.

C. Workers Compensations. Workers' compensation and employer's liability insurance covering all of Tenant's employees at the Project and on the Premises as may be required by applicable Laws.

9.3 Policy Requirements. All of the insurance required to be maintained by Tenant pursuant to the provisions of Section 9.2 shall be obtained from insurance companies that: (i) are licensed to do business in the State of Nevada; and (ii) have, at all times, a general policyholder's rating of not less than A and a financial rating of not less than Class X as rated in the then most current "Best's Insurance Reports" or similar ratings by any other insurance industry rating agencies or companies. All such insurance policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. Prior to any entry

upon the Premises and at such other times as reasonably requested by Landlord (but not less than thirty (30) days prior to the expiration of any applicable policies), Tenant shall provide Landlord with a copy of all such policies, or a certificate of all insurance policies required to be maintained by Tenant hereunder. Each such policy or certificate shall provide that the insurance issued thereunder shall not be altered or canceled until after thirty (30) days written notice to Landlord. If Tenant fails to obtain and maintain any of the insurance required under Section 9.2, Landlord shall have the right, but not the obligation, to obtain said policies and to pay any premium due thereon. The amount of any such premiums paid by Landlord shall be reimbursed by Tenant to Landlord upon demand.

9.4 Builder's All Risk. At least ten (10) days prior to Tenant's commencement of construction of any Alterations on the Premises, Tenant and Tenant's general contractor shall furnish to Landlord original certificates of insurance which confirm the procurement by same of a policy or policies of builders all-risk insurance in amounts not less than the greater of (i) One Million and 00/100 Dollars (\$1,000,000.00) or (ii) the full replacement value of the works of improvements covered thereby, naming Landlord as additional insureds. Tenant shall maintain such insurance until such time as a permanent certificate of occupancy is obtained by Tenant for the building constructed by Tenant within the Premises.

ARTICLE X – ALTERATIONS

10.1 Permitted Alterations. Upon completion of Tenant's initial construction of the Project Improvements on the Premises in accordance with the Final Plans approved by Landlord, Tenant shall not, without Landlord's prior written consent, make any additional Alterations in, on or about the Premises; provided, however, Landlord agrees that Tenant may, from time to time during the Lease Term, at Tenant's sole cost and expense and after giving Landlord at least thirty (30) days' prior written notice of its intention to do so, make such Alterations in and to the Premises (except those of a structural nature) as Tenant may find necessary or convenient, provided that the value of the Premises is not thereby diminished, and provided that no Alterations costing in excess of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) may be made without first procuring the prior written consent of Landlord.

10.2 Manner of Construction. Subject to the provisions of Section 10.1, all Alterations to be made to the Premises shall be made in accordance with plans and specifications with respect thereto, approved in writing by Landlord before the commencement of work. Failure of Landlord to disapprove any such plans and specifications within fifteen (15) days of submission shall be deemed its approval of same. All work with respect to any Alterations shall be done in a good and workmanlike manner and diligently prosecuted to completion. Upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of Lyon County. Tenant shall engage a duly licensed contractor or contractors to install such Alterations in a good and workmanlike manner in compliance with all applicable Laws.

10.3 Obligation to Give Notice. Should any claims of lien be filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall immediately give the other party written notice thereof. Landlord or its representatives shall have the right to go upon and inspect the Premises, including the improvements constructed thereon, at all reasonable times.

ARTICLE XI – MECHANICS’ LIENS

11.1 Tenant’s Lien Obligations. Tenant shall pay, or cause to be paid, all costs for work done by it or caused to be done by it on the Premises and that it will keep the Premises and the Project free and clear of all mechanics’ liens and other liens for or arising from work done by or for Tenant or for persons claiming under it. If any contractor or material supplier shall file any claim or commence any action to enforce any lien against Landlord, the Premises, or the Project in connection with any Alternations made by Tenant, Tenant shall cause such lien to be removed, rescinded or dismissed, including, without limitation, the posting of a bond pursuant to the applicable laws of the State of Nevada, as the case may be. Tenant shall have the right to contest any such claim or lien provided that the Premises are protected from foreclosure of the same during such contest period.

11.2 Notice. Tenant shall give Landlord prompt notice of any claim or lien made or filed against the Premises or the Project or any action affecting the title to such Premises or Project in connection therewith.

ARTICLE XII - SIGNS

Tenant shall provide Landlord with drawings of all exterior signs to be installed on the Premises proposed by Tenant for Landlord’s review and approval. Landlord’s approval of any sign shall not be unreasonably withheld. All exterior signs shall comply with the requirements of applicable Laws.

ARTICLE XIII - ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS

13.1 Restrictions.

A. Except as hereinafter expressly provided, Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate or encumber this Lease, or Tenant’s interest in and to the Premises without in each instance procuring the prior written consent of Landlord. Any such attempted or purported transfer, assignment, subletting, mortgage or hypothecation (hereinafter collectively a “**Transfer**”) without Landlord’s prior written consent shall be void and of no force and effect, shall not confer any interest or estate in the purported transferee.

B. The consent of Landlord required hereunder shall not be unreasonably withheld in connection with an assignment of this Lease or a sublease of all or any part of the Premises to a third party (a “**Transferee**”) who continues the Permitted Use of the Premises under a different club affiliation. In no event, however, shall Landlord be obligated to consent to any change in the use of the Premises from the Permitted Use, and Landlord shall have the right to withhold its consent to any assignment or sublease, in its sole and absolute discretion, if the proposed assignee or subtenant desires to change the Permitted Use of the Premises.

13.2 Sublease of Portions of Project. Notwithstanding the provisions of Section 13.1 above to the contrary, Tenant may, in its sole discretion and without Landlord’s prior written consent, sublease or license a portion or portions of the Premises to third parties with uses that compliment or supplement the Permitted Use or provide services or programs that support the Permitted Use. Tenant shall promptly notify Landlord in writing prior to the effective date of any

such sublease or license and shall provide Landlord with the name, address and telephone number of such sublessee or licensee.

13.3 Required Documents. Each Transfer to which Landlord has consented shall be evidenced by a written instrument executed by Tenant and Transferee, under which the Transferee shall agree in writing for the benefit of Landlord to perform and to abide by all of the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant.

13.4 Permitted Transfers. Notwithstanding the provisions of Section 13.1 above to the contrary, Tenant may also assign this Lease to a related or affiliated entity controlled by, or under common control with Tenant, and to any successor entity (including any entity by merger, any entity by reclassification of tax status, or any entity formed following the dissolution of Tenant to carry on the purposes of Tenant and the Project) that continues the use of the Premises as an Early Learning Center for purposes substantially similar to the Permitted Use hereunder. Tenant shall promptly provide written notice to Landlord of any such assignment of this Lease.

ARTICLE XIV – [Reserved]

ARTICLE XV - REPAIRS AND MAINTENANCE

15.1 Tenant's Obligations to Repair and Maintain. Tenant shall, at its own cost and expense, keep all Project Improvements and Alterations to the Premises constructed or installed by Tenant in good order, condition and repair including, but not limited to, the foundations, interior and exterior surfaces of exterior walls; all windows, doors, door frames, and door closures; the roof, sidewalks, landscaping, signs and lighting equipment; and shall as necessary as determined by Tenant, make modifications to or replacements thereof. Tenant hereby waives the right to make repairs at Landlord's expense under the provisions of any laws permitting repairs by a Tenant at the expense of the Landlord to the extent allowed by law, it being intended that Landlord and Tenant have by this Lease made specific provision for such repairs and have defined their respective obligations relating thereto.

15.2 Tenant's Failure to Maintain. If Landlord reasonably determines that Tenant has failed to make repairs and/or maintain the Premises, or any portion thereof, in a manner reasonably satisfactory to keep the same in good condition and repair, Landlord shall give written notice to Tenant, specifying those repairs or maintenance that Landlord has determined are necessary at such time (a "**Repair Notice**"). If Tenant disputes any such determination by Landlord, Tenant shall deliver written notice of such dispute to Landlord within thirty (30) days after receipt of a Repair Notice. If Tenant does not dispute the same, Tenant shall have a period of not less than sixty (60) days thereafter to commence such repairs and/or maintenance work, and shall diligently thereafter complete such work. Notwithstanding any provisions of this Lease to the contrary, Tenant shall not be in Default under this Lease until any such dispute is resolved, or, in the case of no such dispute, such sixty (60) day period has expired without Tenant commencing such work.

15.3 Landlord's Obligations to Repair and Maintain. Pursuant to that certain Fernley Community Response and Resource Center Lease dated August 27, 2025 between Landlord and Tenant ("**CRRC Lease**"), Tenant has agreed to manage, operate and maintain all Common Areas in the Center during the term of the CRRC Lease, except as provided therein with respect to parking areas of the Center. Tenant agrees to pay its Proportionate Share of Operating Expenses

incurred by Landlord in connection with maintaining and repairing the parking areas. Upon the expiration or earlier termination of the CRRC Lease or in the event that Tenant's obligations under the CRRC Lease are amended or modified, any costs or expenses incurred by Landlord to repair and maintain the Common Areas shall be included in Operating Expenses, and Tenant agrees to pay its Proportionate Share thereof.

ARTICLE XVI - DAMAGE OR DESTRUCTION

16.1 Restoration of Premises. Subject to Section 16.2 below, in the event of the partial or total damage or destruction of the Project Improvements or any other Alterations constructed on the Premises by Tenant during the Term from any cause, Tenant shall forthwith repair and reconstruct such Project Improvements or other Alterations to substantially the same condition which such were in immediately prior to such damage or destruction, to the extent permitted under the then existing Laws. Such work shall be performed as Alterations under this Lease.

16.2 Tenant Right to Terminate. Notwithstanding the provisions of Section 16.1 to the contrary, Tenant shall have the right to terminate this Lease if:

A. Any damage or destruction affects a material portion of the Project Improvements and occurs following the end of the twenty (20th) Lease Year, if Tenant elects at such time not to repair and reconstruct the same. If Tenant elects to terminate this Lease pursuant hereto, Tenant shall remove the damaged and destroyed Project Improvements from the Premises, clear the Premises of all debris and building materials, other than any concrete slab, foundation, or basement, and return the Premises to Landlord in such condition.

B. Tenant does not receive sufficient insurance proceeds from its policy of casualty insurance maintained pursuant to Section 9.2(B), excluding any reasonable deductible amount thereunder, to cover the cost of such restoration work, and Tenant reasonably determines that it is unable to raise such additional necessary funds through its fundraising efforts or donations within twelve (12) months following the occurrence of such damage or destruction, without any obligation to incur any debt financing.

C. If such restoration work cannot be completed within eighteen (18) months of the occurrence of such damage or destruction, as estimated by Tenant's contractor. In such case, if Tenant elects to terminate this Lease pursuant hereto, Tenant shall remove the damaged and destroyed Project Improvements from the Premises, clear the Premises of all debris and building materials, other than any concrete slab, foundation, or basement, and return the Premises to Landlord in such condition.

If Tenant elects to terminate this Lease pursuant to this Section 16.2, Tenant shall deliver written notice to Landlord upon making such election and this Lease shall terminate thirty (30) days following the delivery of such notice. In such case, Tenant shall have no further obligations or liabilities under this Lease, other than the obligation to Section 16.2(A) to remove the damaged and destroyed Project Improvements from the Premises.

ARTICLE XVII – TENANT'S DEFAULTS; REMEDIES

17.1 Events Of Default. The occurrence of any of the following shall constitute a

“Default” by Tenant under this Lease:

A. Any failure by Tenant to pay rent or any other charge required to be paid under this Lease to Landlord when due, if such failure is not cured within fifteen (15) days of written notice of the same from Landlord;

B. Following the completion of the Project Improvements, the abandonment of the Premises by Tenant for any period of thirty (30) days or more during the Term during which time Tenant does not keep the Project open to the public for the Permitted Use, if Tenant does not re-open to the public within thirty (30) days following written notice of the same from Landlord (excluding any period of time following a casualty loss, a condemnation subject to repairs, or due to an Event of Force Majeure);

C. Any failure by Tenant to perform any other material provision, covenant or condition of this Lease to be observed or performed by Tenant, where such failure continues for sixty (60) days after Tenant’s receipt of written notice thereof, provided that if the nature of such default is such that it cannot reasonably be cured within a sixty (60) day period, Tenant shall not be deemed to be in Default if it shall commence such cure within such period and thereafter diligently pursue such cure to completion;

D. After satisfaction of the Funds Contingency, if Tenant does not commence construction of the Project Improvements within twelve (12) months thereafter (subject to Events of Force Majeure); or

E. After Tenant commences construction of the Project Improvements, if Tenant does not diligently thereafter complete such construction, whether before or after the Commencement Date, using commercially reasonable and good faith efforts (subject to Events of Force Majeure and delays caused by its contractor(s) or third parties outside the control of Tenant).

17.2 Remedies. In the event of a Default by Tenant, and in addition to any other remedies available to it at law or in equity, Landlord may at its option, upon prior written notice to Tenant:

A. Terminate this Lease, re-enter the Premises, and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; and

B. Collect from Tenant its actual, out of pocket costs and expenses of recovering the Premises from Tenant, if Tenant does not vacate and surrender possession of the Premises to Landlord upon such termination of this Lease within sixty (60) days following receipt of Landlord’s notice of termination.

C. Tenant shall collaterally assign to Landlord its construction contract for the construction of the Project Improvements. If Tenant commences construction thereof, a Default described in Section 17.1(E) occurs, and Landlord terminates this Lease pursuant to Section 17.2(A), Landlord shall have the right, but not the obligation, to complete construction of the Project Improvements at Landlord’s cost and expense, pursuant to such construction contract. In such case, Tenant shall be responsible for payment of all work under such construction contract performed by the contractor thereunder prior to such Default, and Landlord shall be responsible

for payment of all work under such construction contract performed by the contractor thereunder after such Default.

17.3 Waiver of Damages. Landlord acknowledges that Tenant's obligation to pay Annual Rent hereunder is nominal and not a material part of the consideration payable to Landlord under this Lease. Such material consideration includes Tenant's construction of the Project Improvements. Accordingly, if Landlord terminates this Lease pursuant to Section 17.2(A) following any Default by Tenant, Tenant's obligation to turn over the Project Improvements at such time in the "as is" condition thereof at such time is sufficient and complete consideration for Tenant's obligations under this Lease, without any further monetary damages available to Landlord in connection with such Default. Landlord waives all such damages and other rights and remedies, at law or in equity, arising out of such Default other than as set forth in Section 17.2.

ARTICLE XVIII - DEFAULT BY LANDLORD

In the event Landlord shall neglect or fail to perform any of the covenants, provisions or conditions contained in this Lease on its part to be performed within thirty (30) days after Landlord's receipt of written notice of default from Tenant, or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to commence to cure such default within the thirty (30) day period and diligently pursue such cure to completion, then Tenant shall have the right to cure such default at Landlord's expense, including in such expenditure all reasonable costs and attorneys' fees incurred to cure such default or breach of this Lease. Tenant shall have no right to terminate this Lease in the event of a default by Landlord. Tenant's remedies shall be limited to an action at law for monetary damages. Notwithstanding anything to the contrary set forth in this Lease, in no event shall Landlord be responsible or liable for any consequential damages (including, without limitation, lost business profits) arising out of or in connection with any default by Landlord under this Lease.

ARTICLE XIX - EMINENT DOMAIN

19.1 Definitions. The term "Total Taking" as used herein means the taking of so much of the Premises by right of eminent domain or other authority of law, including a voluntary transfer under the threat of the exercise thereof, that the remainder of the Premises and/or the Project Improvements are not reasonably suitable to conduct the operation of the Project by Tenant for the Permitted Use.

19.2 Total Taking. Landlord shall not initiate, as a governmental entity, any Total Taking of the Premises at any time during the Term, and has no unilateral right to terminate this Lease or cause this Lease to terminate during the Term. If during the Term there shall be a Total Taking by any other governmental authority under the power of eminent domain, then this Lease and the leasehold estate of Tenant in and to the Premises shall cease and terminate as of the date the condemning authority takes actual physical possession of the Premises.

19.3. Compensation Awards. If this Lease is terminated in any manner hereinabove provided, Tenant shall be entitled to make a claim for an award or compensation with respect to the Project Improvements and any other Alternations constructed on the Premises by Tenant, as well as Tenant's trade fixtures, or other damages suffered by Tenant, whether or not any such claim by Tenant reduces the maximum award to which Landlord may be entitled. Any award for

the Premises land shall be paid solely to Landlord.

ARTICLE XX - SALE OF PREMISES, MORTGAGE OF LEASEHOLD ESTATE

20.1 Sale by Landlord. During the Term, Landlord shall not sell its fee interest in the Premises except as follows:

A. If Landlord desires to sell its fee interest in the Premises at any time during the Term, prior to entering into any purchase and sale agreement for the Premises to any unrelated third party, Landlord shall notify Tenant that it desires to enter into such an agreement (the “**Offering Notice**”), which notice shall include two (2) originals of the form of purchase and sale agreement (the “**Purchase Agreement**”) executed by Landlord, as seller, with the offered terms of such transaction, including, without limitation, the purchase price, and which shall provide for a financing period of not less than ninety (90) days during which time Tenant shall have the right to obtain financing or undertake fundraising as desired to raise the purchase price funding, and for a closing date of not less than forty-five (45) days following the end of such financing period. The Purchase Agreement, at Landlord’s option, may include an “as is” provision limiting any representations and warranties offered by Landlord.

B. Tenant shall have sixty (60) days from the delivery of Landlord’s Offering Notice within which to return a fully executed counterpart of the Purchase Agreement to Landlord, or to negotiate any desired changes to the Purchase Agreement. Tenant’s return of a fully executed or negotiated and executed Purchase Agreement within said sixty (60)-day period shall constitute Tenant’s acceptance of the offer set forth in the Offering Notice and a binding agreement to purchase the Premises upon the terms and conditions set forth in the Purchase Agreement. If Tenant does not timely return a fully executed counterpart of the Purchase Agreement to Landlord, Landlord may, at any time thereafter, enter into a purchase and sale agreement with respect to the Premises with a third party upon substantially the same terms and conditions contained in the Purchase Agreement (provided that the purchase price is not more than five percent (5%) lower than the purchase price offered to Tenant) or upon terms and conditions which are less favorable to the buyer. However, Landlord shall not enter into a purchase and sale agreement for the Premises with a third party for a purchase price more than five percent (5%) lower than the purchase price offered to Tenant or upon any other terms and conditions substantially more favorable to the buyer than those contained in the Purchase Agreement attached to Landlord’s Offering Notice without first delivering a new Offering Notice and Purchase Agreement containing such more favorable terms and conditions to Tenant, pursuant hereto.

C. If Landlord and Tenant enter into a Purchase Agreement and Tenant, as the buyer, thereafter defaults under its obligations to purchase the Premises pursuant thereto, this Lease shall remain in full force and effect, except that Landlord shall have no obligation at any time thereafter to deliver any new Offering Notice to Tenant. If Tenant does not accept the right of first offer set forth in the Offering Notice by entering into a Purchase Agreement pursuant hereto, any sale of the Premises to a third party shall be subject to this Lease, and all rights of Tenant under this Lease. Upon the closing of such sale of the Premises to a third party, such third party shall be deemed to have assumed this Lease and the obligations of Landlord hereunder, whether or not Landlord and such third party execute a separate assignment and assumption

agreement.

20.2 Fee Estate Security Instrument. Landlord shall not enter into or grant any mortgage, deed of trust, or other security instrument (“**Security Instrument**”) encumbering its fee interest in the Premises or its interest in this Lease in favor of any third party lender, and the Premises shall remain free and clear of any such Security Instruments during the Term, unless Tenant consents, in its reasonable discretion, to any such Security Instrument. In no event shall Tenant be obligated to subordinate this Lease to such Security Instrument. Such consent may be conditioned upon receipt of a Non-Disturbance Agreement with the holder of such Security Instrument in favor of Tenant, on terms acceptable to Tenant.

20.3 Leasehold Security Instrument. Tenant shall have the right at any time and from time to time to subject this Lease and the leasehold estate created hereby and any or all improvements made by Tenant to the Premises, to enter into any Security Instrument (a “**Leasehold Mortgage**”) as security for a loan or other obligation of Tenant, provided that the Leasehold Mortgage does not encumber the fee interest of Landlord in the Premises. Landlord shall have no obligation to subordinate its fee interest in the Premises or this Lease to such Leasehold Mortgage. Landlord shall have the right to approve the form of any such Leasehold Mortgage recorded as an encumbrance against Tenant’s leasehold estate. Landlord shall consent to any commercially reasonable provisions set forth therein, provided that the same do not increase any obligations or liabilities of Landlord under this Lease or modify or amend any terms or provisions of this Lease.

20.4 Leasehold Mortgagee's Rights.

A. Any mortgagee, beneficiary, or secured party under a Leasehold Mortgage (the “**Leasehold Mortgagee**”) shall not be liable to perform Tenant's obligations under this Lease until the Leasehold Mortgagee acquires Tenant’s rights by foreclosure or otherwise. After acquiring Tenant's rights, the Leasehold Mortgagee shall be liable to perform Tenant’s obligations only until the Leasehold Mortgagee assigns or transfers the leasehold as permitted by this Lease. No such sale or transfer of the leasehold by the Leasehold Mortgagee shall relieve Tenant from liability for full performance of all terms, conditions and obligations hereunder. Landlord shall deliver a copy of any default notice sent to Tenant pursuant to Section 17.1 concurrently to Tenant’s Leasehold Mortgagee, at such Leasehold Mortgagee’s address set forth in its Leasehold Mortgage of record, and shall provide such Leasehold Mortgagee with comparable cure rights as are provided to Tenant under this Lease.

B. No Leasehold Mortgage shall cover any interest in any real property other than the leasehold estate created by this Lease.

C. Upon termination of this Lease by Landlord on Tenant’s default, or upon any Leasehold Mortgagee’s acquisition of the leasehold estate by foreclosure of its Leasehold Mortgage, Landlord shall enter into a new lease with the Leasehold Mortgagee covering the Premises covered by the terminated or foreclosed Lease if and provided that the Leasehold Mortgagee (i) gives notice to Landlord within fifteen (15) days after such termination or foreclosure of its election to enter into such a new lease; (ii) pays all of Landlord’s costs and expenses incurred in connection with any such foreclosure by Tenant’s Leasehold Mortgagee, including in connection with Landlord having been named as a defendant in any related action,

and including, but not limited to, Landlord's reasonable attorneys' fees; (iii) remedies all monetary defaults by Tenant prior to the effective date of such new lease; (iv) pays all amounts due and payable under this Lease until the effective date of such new Lease as though this Lease had not been terminated; and (v) executes and delivers such new lease to Landlord. Any such new lease shall be for the remainder of the Term of this Lease prior to termination or foreclosure, effective at the date of termination or foreclosure, at the rent and on the covenants, agreements, conditions, provisions, restrictions and limitations contained in this Lease prior to termination or foreclosure. Notwithstanding anything contained in Section 17.1(B) above to the contrary, if Tenant's Leasehold Mortgagee enters into a new lease with Landlord, such Leasehold Mortgagee shall not be deemed to be in default as a result of the abandonment of the Premises during which time the Premises are not open to the public, if such Leasehold Mortgagee lists the Premises for letting with an experienced commercial broker, and attempts to lease the Premises for a period of time thereafter not to exceed one hundred eighty (180) days. If the Premises are not re-opened to the public within said one hundred eighty (180) day period, Landlord shall have the right to terminate said new lease and all obligations of Tenant's Leasehold Mortgagee first arising thereunder after said date. In no event shall Landlord be obligated to consent to any change in use of the Premises other than the Permitted Use.

ARTICLE XXI - HOLDOVER TENANCY

In the event that Tenant shall hold the Premises after the expiration of the Term with the consent of Landlord, express or implied, such holding over, in the absence of written agreement on the subject, shall be deemed to have created a tenancy from month-to-month, terminable on thirty (30) days' written notice by either party to the other, on the same terms and provisions as set forth in this Lease.

ARTICLE XXII - NOTICES

Wherever in this Lease it shall be required or permitted that notice, approval, advice, consent or demand be given or served by either party to this Lease to or on the other, such notice, approval, advice, consent or demand shall be given or served, and shall not be deemed to have been duly given or served unless, in writing and forwarded by certified or registered mail, or by recognized overnight courier service (such as Federal Express) addressed to the parties at the addresses listed in Section 1.1 hereof. Either party may change such address by written notice sent by certified or registered mail to the other.

ARTICLE XXIII - SECURITY DEPOSIT

There is no security deposit required under this Lease.

ARTICLE XXIV – LANDLORD ENCUMBRANCES; MEMORANDUM OF LEASE;

TITLE TO LEASEHOLD IMPROVEMENTS

24.1 Landlord Encumbrances. Other than a Security Instrument permitted pursuant to Section 20.2, a Leasehold Mortgage pursuant to Section 20.3, and matters of record as of the date of the Title Commitment as set forth therein, Landlord shall not enter into, allow, or suffer any other liens or encumbrances to be recorded against the Premises, including, without limitation, any easements, rights of way, or restrictive covenants except (i) if requested by Tenant, or (ii) if

not requested by Tenant, with the prior written consent of Tenant, in its sole and absolute discretion. Landlord shall not effectuate any zone change, entitlement requirements, or other land use laws or requirements that change or limit the Permitted Use of the Premises as of the Effective Date of this Lease or levy any new property taxes or assessments against the Premises during the Term other than ad valorem real property taxes assessed in a uniform manner against all real property subject to Landlord's jurisdiction.

24.2 Memorandum of Lease. Tenant shall have the right to record a Memorandum of Lease in the Official Records of Lyon County, a Memorandum of Lease in form and substance reasonably acceptable to Landlord, and Landlord shall execute and deliver such Memorandum of Lease to Tenant. At the expiration or earlier termination of this Lease, Tenant will execute and return to Landlord for recording, within fifteen (15) days of Tenant's receipt of Landlord's request therefor, a quitclaim deed quitclaiming to Landlord all of Tenant's interest in and to the Premises as provided herein.

24.3 Title to Project Improvements and Alterations. Throughout Tenant's right to possession hereunder and the Term of this Lease, all Project Improvements, Alterations, or other works of improvement made to or placed upon the Premises by Tenant during the Term (collectively, "**Leasehold Improvements**") shall belong to Tenant and Tenant shall have the right to the exclusive use and possession thereof. After the end if the Term or earlier termination of this Lease pursuant to the terms hereof, all Leasehold Improvements shall thereupon belong to Landlord. Such Leasehold Improvements shall be delivered to Landlord at such time in their current then "as is" condition without any obligation of Tenant to further improve the Premises. At such time, Tenant agrees to execute any documents or instruments which Landlord may reasonably require to confirm Landlord's ownership thereof, at no cost or expense to Tenant.

ARTICLE XXV - MISCELLANEOUS

25.1 Reference Only. The captions of Articles and Sections of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease.

25.2 Parties. If more than one (1) person or corporation is named as Tenant in this Lease and executes the same as such, the word "Tenant", wherever used in this Lease, is intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with the performance of all of the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, and the use of the singular shall include the plural, as the context may require.

25.3 Obligations of Successors. Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided in this Lease, their respective heirs, executors, administrators, successors and assigns, subject to all agreements, covenants, and restrictions contained elsewhere in this Lease with respect to the assignment, transfer, encumbering or subletting of all or any part of Tenant's interest in this Lease or the Premises.

25.4 Severability. It is agreed that, if any provision of this Lease shall be determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect.

25.5 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the leasing of the Premises. There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes any and all previous negotiations, agreements and understandings, if any, between the parties hereto with respect to the leasing of the Premises by Landlord to Tenant. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises and shall be considered to be the only agreement between the parties with respect thereto.

25.6 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and enforcement of this Lease. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be the county and judicial district in which the Premises are located. This Lease shall not be construed either for or against Landlord or Tenant but shall be interpreted in accordance with the general tenor of its language.

25.7 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God (including inclement weather that prohibits certain construction activities, including, without limitation, asphalt paving or pouring concrete for streets, parking lots, and sidewalks), inability to obtain labor or materials or reasonable substitutes therefor, governmental actions or delays in processing necessary applications or permits, civil commotion, fire or other casualty, and other non-financial causes beyond the reasonable control of the party obligated to perform (collectively, “**Events of Force Majeure**”), shall excuse the performance of such party under this Lease on a day for day basis for a period equal to the number of days during which such prevention, delay or stoppage continues.

25.8 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

25.9 No Brokers. Landlord and Tenant each represent and warrant to the other that they have not dealt with and have not been represented by any real estate broker or agent who would be entitled to a commission, fee, or other compensation in connection with this Lease.

25.10 Attorneys’ Fees. In the event that either party shall institute any legal action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to pay to the prevailing party the reasonable attorneys’ fees and costs actually incurred by the prevailing party.

25.11 Quiet Enjoyment. Upon Tenant’s payment of Annual Rent and all other charges hereunder, and its observation and performance of all of the covenants, terms and conditions of this Lease to be observed and performed by Tenant, Tenant shall have quiet possession of the Premises for the entire Lease Term, subject to all of the provisions of this Lease, without disturbance from Landlord or from any other person claiming through Landlord.

25.12 Entry. In the event of an emergency or if Landlord determines in its sole discretion there exists a health, safety, or welfare issue on the Premises, Landlord shall be entitled to enter the Premises without prior notice to Tenant. Otherwise, Landlord and its authorized agents or representatives may enter the Premises at all reasonable times provided that Landlord first delivers to Tenant at least twenty-four (24) hours advance written notice to satisfy itself with respect to Tenant's compliance with its obligations under this Lease. Tenant shall provide Landlord with a copy of a key with which to unlock all of the doors in, upon and about the Premises, excluding Lessee's vaults, safes and files, and Landlord shall have the right to use any and all reasonable means which it deems proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and persons on or about the Premises or based on any gross negligence or willful misconduct of Landlord or its employees, agents, or contractors. Any entry to the Premises obtained by Landlord by any of said means, or otherwise shall not be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

25.13 Amendment. None of the terms, covenants, conditions or provisions of this Lease may be amended, modified, deleted or added to except by written Lease amendment signed by the parties hereto. If Tenant's leasehold estate is encumbered by a Leasehold Mortgage, no such amendment shall be binding upon Tenant unless consented to, in writing, by Tenant's Leasehold Mortgagee.

25.14 Authority. Landlord represents and warrants that this Lease has been approved by the City of Fernley Council and duly executed and delivered by an authorized representative of Landlord. Tenant represents and warrants that this Lease has been approved by its Board of Directors and duly executed and delivered by an authorized representative of Tenant.

[Signatures appear on the following page]

[Signature Page to Ground Lease]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above-written.

Tenant”

BOYS & GIRLS CLUB OF TRUCKEE
MEADOWS, a Nevada nonprofit corporation

By: _____
Michael P. Wurm, President and CEO

“Landlord”

CITY OF FERNLEY, a municipal corporation
and political subdivision of the State of Nevada

Neal E. McIntyre, Mayor

ATTEST:

By: _____
Kim Swanson, City Clerk

APPROVED AS TO FORM:

By: _____
Aaron Mouritsen, City Attorney

Exhibit "A"

Site Plan

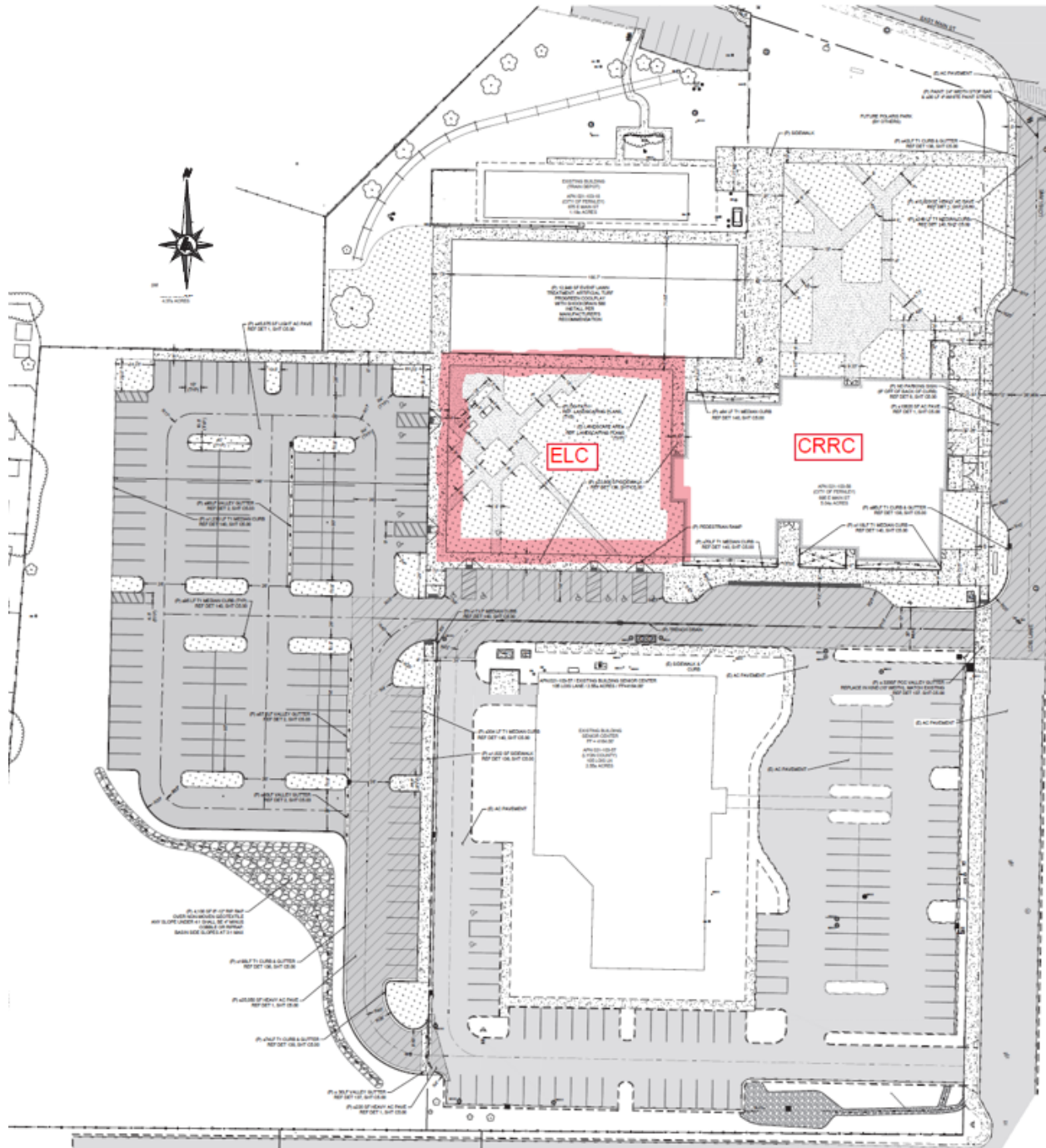


Exhibit “B”

Rules and Regulations

The following Rules and Regulations shall apply to the Premises and the Common Areas (including, without limitation, parking areas), except where specific reference is made to individual portions of the Project. Capitalized terms have the same meaning as defined in the Lease. Tenant shall be responsible for compliance by its employees, agents, members, volunteers, guests, and invitees.

GENERAL RULES

1. Compliance with Laws and Landlord Policies. Tenant shall comply with all applicable laws, codes, ordinances, and Landlord policies regarding the use and occupancy of the Premises.

2. Animals and Vehicles. No animals shall be brought into the Premises except service animals as required by law. Bicycles, scooters, and vehicles are prohibited inside the Building except in designated areas.

3. Signs and Displays. Tenant shall not display any sign, placard, picture, advertisement, notice, or other lettering on any Common Areas without Landlord’s prior written consent, except as specifically permitted by the Lease. Tenant shall not paint the Building exterior or any portion of the Common Areas without Landlord’s prior written consent.

4. Windows, Doors, and Building Appearance. Window coverings, shades, blinds, awnings, or exterior projections shall be installed only with Landlord’s written consent. Tenant shall not place anything against or near glass surfaces that may appear unsightly from outside. Landlord may require window coverings to present a uniform exterior appearance.

5. No Obstruction of Common Areas. Sidewalks, halls, stairways, corridors, vestibules, entrances, loading docks, and other Common Areas shall not be obstructed or used for any purpose other than ingress and egress without Landlord’s written consent.

6. Hazardous and Prohibited Materials. Tenant shall not use, store, or permit on the Premises any kerosene, gasoline, or hazardous, flammable, combustible, or explosive materials, except those necessary for ordinary office or program use and in compliance with applicable laws. Tenant shall comply with all environmental, safety, and fire codes.

7. Noise, Odors, and Nuisances. Tenant shall not make or permit noises, odors, vibrations, or other disturbances that interfere with other occupants or neighbors.

8. Cleanliness and Waste Disposal. Trash and recyclables shall be stored in designated containers and disposed of in accordance with Landlord’s instructions. No littering or outdoor storage of materials or debris is permitted.

9. Plumbing and Fixtures. Plumbing fixtures shall be used only for their intended purpose. No foreign substances shall be placed therein. Damage resulting from misuse shall be repaired at Tenant's expense.

10. Restricted Uses. The Premises shall not be used for lodging, manufacturing, or illegal purposes.

11. Safety and Security. Tenant shall comply with all fire protection, safety, and evacuation regulations. Tenant assumes responsibility for securing the Premises against theft and vandalism.

12. Smoking. Smoking and vaping are prohibited in the Building and in any outdoor areas designated as non-smoking.

13. Alterations. Tenant shall not paint, mark, drill into, or otherwise alter the Premises without Landlord's prior written consent.

14. Additional Rules. Landlord reserves the right to adopt reasonable additional rules for the safety, cleanliness, and orderly operation of the Building. Tenant shall be given written notice of any such rules and shall comply with them.

15. Sporting Events. No sporting events or other athletic competitions shall be permitted on the Event Lawn at any time and no persons shall be permitted to wear cleats or other types of footwear with spikes or studs while using the Event Lawn.

16. Prohibited Conduct.

- (a) Use of foul language, bullying, or harassment is strictly prohibited.
- (b) Smoking, vaping, and the use of drugs are prohibited anywhere on the Premises.
- (c) Firearms, weapons, and dangerous objects are prohibited.

PARKING RULES

The following rules apply to all tenants, employees, volunteers, guests, invitees, and program participants of the Premises.

1. Compliance with Posted Signs. All users of the parking areas shall obey all posted traffic signs, directional arrows, and parking markings, and shall park only in areas designated for vehicle parking.

2. Authorized Vehicles. Parking areas shall be used only for passenger automobiles, motorcycles, motor-driven or non-motor-driven bicycles, and light trucks of permitted size. Oversized vehicles, including recreational vehicles, motor homes, boats, and trailers, may not be parked in the parking areas without Landlord's prior written consent.

3. Prohibited Parking. Parking is prohibited:

- (a) in areas not striped for parking;
- (b) in drive aisles;
- (c) where “No Parking” signs are posted;
- (d) on ramps;
- (e) in cross-hatched areas;
- (f) in loading zones (except for active loading/unloading); and
- (g) in areas designated for the exclusive use of other tenants or for visitors only.

4. Speed Limit. The speed limit within the parking area is five (5) miles per hour.

5. Maintenance and Storage of Vehicles. The maintenance, washing, waxing, cleaning, or mechanical repair of vehicles in the parking areas is prohibited. Overnight parking or storage of vehicles is not permitted without Landlord’s written consent.

6. Security and Liability. Unless otherwise instructed, every person using the parking area is required to park and lock their own vehicle. Landlord is not responsible for any damage to vehicles, injury to persons, or loss of property in the parking areas; all such risks are assumed by the vehicle owner or operator.

7. Bicycle and Scooter Parking. Bicycles, scooters, and other similar vehicles shall be parked only in designated racks or storage areas, if provided. They shall not be secured to railings, light posts, or other fixtures.

8. Landlord Authority. Landlord may tow or remove, at the vehicle owner’s expense, any vehicle parked in violation of these rules or of posted signage. Landlord reserves the right to modify these Parking Rules and Regulations or to adopt additional reasonable and nondiscriminatory rules for the operation of the parking areas.

Exhibit “B”

Memorandum of Lease

GROUND LEASE

This GROUND LEASE (“**Lease**”) is dated October ____, 2025 (“**Effective Date**”) and entered into by and between THE BOYS AND GIRLS CLUB OF TRUCKEE MEADOWS, a Nevada non-profit corporation (“**Tenant**”), and CITY OF FERNLEY, a political subdivision of the State of Nevada (“**Landlord**”), who hereby agree as follows:

ARTICLE I - FUNDAMENTAL DEFINITIONS

1.1 Definitions. For purposes of this Lease, the following terms shall have the following meanings:

- | | |
|-----------------------------|---|
| A. Project: | That certain real estate development project known or to be known as Early Learning Center, which Tenant intends to construct, own, and operate on the Premises for the Permitted Use hereunder. |
| B. Premises: | An undeveloped portion of that certain parcel of land commonly known as the “the Community Response and Resource Center” located on an approximately 6.23-acre parcel owned by the City of Fernley, APN 021-103-60, more particularly described as “Parcel 1” of that certain Reversion to Acreage Map recorded March 11, 2025 in Lyon County Recorder’s Office as Document # 692170 (the “ Center ”). The Premises are located in the approximate location shown on the Site Plan attached hereto as Exhibit “A” . |
| C. Term: | A period of forty (40) years, commencing on the Commencement Date (as defined in Section 3.2 below), together with two (2) options to extend for periods of ten (10) years each. Each consecutive twelve (12)-month period during the Term is referred to as a “ Lease Year .” |
| D. Permitted Use: | An early childhood education center providing childcare and educational activities and programs for children primarily under eight (8) years of age, and other similar or related activities as permitted by applicable laws. |
| E. Annual Rent: | One and No/100 Dollars (\$1.00) per Lease Year. |
| F. Security Deposit: | None |
| G. Brokers: | None |

H. Addresses for Notices:

To Landlord: City of Fernley
Attn: City Manager
595 Silver Lace Blvd.
Fernley, NV 89408

To Tenant: Boys & Girls Club of Truckee Meadows
Attn: President/CEO
2680 E. Ninth Street
Reno, Nevada 89512

1.2 Exhibits. The following drawings, documents and provisions are attached hereto as Exhibits and incorporated herein by this reference:

Exhibit “A” - Site Plan of the Premises.

Exhibit “B” - Rules and Regulations.

1.3 Lease Contingency. This Lease, and Tenant’s obligations hereunder, are expressly contingent upon Tenant successfully raising funds in the amount of not less than Four Million and No/100 Dollars (\$4,000,000.00) to apply towards the costs of construction of the Project, including related Alterations (as defined below) to the Premises (the **“Funds Contingency”**). Upon Tenant’s satisfaction of the Funds Contingency, Tenant covenants, as a material part of the consideration of this Lease, to keep and perform each and every term, covenant and condition required to be kept and performed by Tenant under this Lease. If Tenants fail to satisfy the Funds Contingency within six (6) months of the Effective Date (the **“Contingency Period”**), at the option of Tenant to be exercised by written notice to Landlord (the **“Contingency Termination Notice”**), this Lease shall terminate and shall be of no further force or effect, except as Landlord and Tenant may otherwise agree in writing to the contrary at such time. If Tenant satisfies the Funds Contingency prior to the end of the Contingency Period, Tenant shall deliver written notice to Landlord (the **“Funds Contingency Waiver Notice”**) and Tenant shall have no further right to terminate this Lease pursuant to this Section 1.3. If Tenant does not deliver the Contingency Termination Notice or the Funds Contingency Waiver Notice prior to the end of the Contingency Period, Tenant shall be deemed to have satisfied the Funds Contingency and to waive its right to terminate this Lease pursuant hereto.

ARTICLE II – GRANT

2.1 Demise of Premises. In consideration of the rents and covenants and subject to the conditions set forth in this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises. The parties acknowledge that Exhibit “A” is intended only to show the approximate location and outline of the Premises and does not constitute an agreement, representation or warranty as to the precise area of the Premises, or as to the specific location or elements of the Center, including the Common Areas, or as to the access ways to the Premises or any other portion of the Center. As used in this Lease, the term **“Common Areas”** means and refers to all areas and facilities provided and designated by Landlord from time to time for the general nonexclusive use of Landlord, Tenant, and other tenants and users of the Center, and their

respective employees, licensees, and invitees, including, without limitation, parking areas, loading and unloading areas, trash areas, lighting facilities, fences and gates, sidewalks, walkways, driveways, signs, and landscaped areas.

2.2 Use and Control of Common Areas. During the Term and subject to all conditions of the Lease, Tenant shall have the non-exclusive right to use all Common Areas of the Center in common with Landlord and other tenants and users of the Center. Landlord's rights with respect to the Common Areas shall include, but not be limited to, the right to (a) restrain the use of the Common Areas by unauthorized persons; (b) place permanent or temporary kiosks, displays, carts and stands in the Common Areas and to lease same to tenants; (c) temporarily close any portion of the Common Areas for repairs, improvements or Alterations, for health and safety purposes, for use of same for periodic special events; and (d) renovate, upgrade or change the shape and size of the Common Areas or add, eliminate or change the extent of the Common Areas and/or the location of improvements within the Common Areas including, without limitation, buildings, parking areas, roadways and curb cuts, and to construct buildings on the Common Areas. Landlord, at any time, may change the shape, size, location, number and extent of the improvements shown on the Site Plan, construct improvements in phases, eliminate, add or relocate any improvements to any portion of the Center, and add land to and/or withdraw land from the Center. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's business.

2.3 Rules and Regulations. Tenant shall comply, and shall cause all Tenant Parties to comply, with the rules and regulations attached as Exhibit "B" ("**Rules and Regulations**"). Landlord shall have general possession and control of all Common Areas and may from time to time adopt new Rules and Regulations or modify or eliminate existing Rules and Regulations as Landlord deems necessary or appropriate. In the event of any conflict or inconsistency between the provisions of this Lease and any of the Rules and Regulations, the provisions of this Lease shall control.

ARTICLE III – TERM

3.1 Construction Term. The period of time commencing on the earlier of (i) the end of the Contingency Period without termination of this Lease pursuant to Section 1.3 or (ii) Tenant's delivery of the Funds Contingency Waiver Notice and ending Fourteen (14) months thereafter is referred to in this Lease as the "**Construction Term**." The Construction Term is subject to extension in connection with any Events of Force Majeure pursuant to Section 25.7 below.

3.2 Commencement of Term; Partial Month. This Lease shall be binding upon the parties with respect to all terms and provisions set forth herein upon the Effective Date, which is the date the last of Landlord and Tenant has executed and delivered this Lease. The Term of this Lease shall commence on the end of the Construction Term (the "**Commencement Date**"), whether or not Tenant has completed construction of the Project pursuant to Article V below. The Term shall continue for the period of time set forth in Section 1.1(D), unless sooner terminated as provided in this Lease and subject to extension pursuant to Section 3.4. If the Commencement Date occurs on any day other than the first day of a calendar month, the partial month period from the Commencement Date to the first day of the following calendar month shall be added to, and become a part of the first Lease Year, together with the following consecutive twelve (12) months of the first Lease Year.

3.3 Delivery of Possession; Condition of Premises. Landlord shall lease the Premises to Tenant on the Effective Date. There are no conditions precedent to Landlord's delivery of possession of the Premises to Tenant. Landlord represents and warrants to Tenant that as of the Effective Date:

A. Landlord is delivering the Premises in the current "as is" condition without any obligation of Landlord to improve the same.

B. Tenant shall have the exclusive right to use and occupy the Premises, and there are no other parties with any such rights, including, without limitation, pursuant to any lease, license, occupancy agreement, option, or otherwise.

C. Electric power to the Premises is available via Nevada Power Company d/b/a NV Energy utility installations adjacent to the Premises on Lois Lane, subject to connections made by Tenant as part of the Alterations.

D. Sewer service and domestic water service to the Premises are provided by the City of Fernley Public Works Department from mains adjacent to the Premises on Lois Lane, subject to connections made by Tenant as part of the Alterations.

E. Underground natural gas service to the Premises provided by Southwest Gas, a gas service provider in the City of Fernley, available at the Premises as of the Effective Date.

F. Landlord does not own any water rights appurtenant to the Premises that may be transferred to Tenant or used by Tenant in connection with the construction of the Project and use of the Premises.

G. This Lease qualifies pursuant to NRS 268.063 as a lease of municipally owned real property to a non-profit corporation recognized as exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and Landlord may lease the Premises to Tenant pursuant to NRS 268.063 without first offering the Premises to the public and for less than the fair market value of the Premises.

3.4 Options. Landlord hereby grants the following rights and options to Tenant:

A. Notwithstanding the Term set forth in Section 1.1(C), Tenant shall have the exclusive right to terminate this Lease and accelerate the expiration date of the Term by delivery of written notice (the "**Early Termination Notice**") to Landlord at any time following the end of the fifteenth (15th) Lease Year if Tenant has elected to discontinue the use and operation of the Premises for the Permitted Use set forth in Section 1.1(D). If Tenant delivers the Early Termination Notice, the expiration date of the Term shall be accelerated to that date that is ninety (90) days following the date of delivery of the Early Termination Notice, and the Term shall expire on such date.

B. Tenant shall have the right to extend the Term following the end of the Term set forth in Section 1.1(C) for two (2) additional periods of ten (10) years each (each an "**Extended Term**" and collectively the "**Extended Terms**") upon all the terms and conditions of the Lease,

subject to the following:

1. Tenant shall notify Landlord in writing of Tenant's election to exercise its right and option to extend the Term (the "**Extension Notice**") at least one hundred eighty (180) days, but no more than twelve (12) months, prior to the expiration of the original Term or the first Extended Term, as applicable. If Tenant does not extend the Term for the first Extended Term, its right and option to extend the Term for the second Extended Term shall lapse.

2. Tenant shall not be in default under this Lease beyond any applicable notice and cure period on the date that Tenant delivers the Extension Notice for the following Extended Term.

3. If Tenant timely delivers an Extension Notice, the Term shall be extended for the applicable Extended Term and references to "Term" as used in this Lease thereafter shall mean the Term, as extended by such Extended Term.

ARTICLE IV – RENT

4.1 Annual Rent. Tenant agrees to pay Annual Rent for each Lease Year during the Term to Landlord on or before the first day of each Lease Year, in the amount specified in Section 1.1(E) above.

4.2 Additional Rent. All monetary obligations of Tenant under this Lease that are in addition to Annual Rent shall be deemed additional rent ("**Additional Rent**"). Tenant shall pay Additional Rent on a quarterly basis unless a shorter period is specified elsewhere in this Lease. Landlord shall have the same rights and remedies for the nonpayment of Additional Rent as it has with respect to the nonpayment of Annual Rent. It is the intention of Landlord and Tenant that the Annual Rent and Additional Rent (collectively "**Rent**") to be paid hereunder shall be paid to Landlord absolutely net without deduction of any amount of any nature whatsoever, except as otherwise expressly and specifically provided in this Lease.

4.3 Place of Payment. Rent payable by Tenant to Landlord under this Lease shall be paid by Tenant to Landlord at the address specified for service of notice upon Landlord in Section 1.1(H) above, or at such other place as may from time to time be designated by Landlord in writing.

ARTICLE V – CONSTRUCTION OF INITIAL IMPROVEMENTS

5.1 Project Improvements. Subject to the provisions of this Article V and Article X of this Lease and all other applicable provisions of this Lease with respect to alterations, additions, installations, improvements, works of improvement, or other changes to the Premises (collectively, "**Alterations**"), Tenant shall, at its sole cost and expense construct all initial buildings and improvements on the Premises related to the Project, and all other facilities necessary for, or incidental to, the opening operation of the Premises for the Permitted Use (the "**Project Improvements**").

5.2 Conditions of Construction. Before constructing the Project Improvements on the Premises, Tenant shall comply with the following conditions (the "**Conditions of Construction**"), or obtain Landlord's written waiver of such condition(s):

A. Tenant shall deliver to Landlord for Landlord's approval a set of preliminary construction plans for the Project Improvements (the "**Preliminary Plans**") prepared by an architect or engineer duly licensed in the State of Nevada including, but not limited to, preliminary grading and drainage plans, utilities, sewer and service connections, locations of ingress and egress to and from public thoroughfares, curbs, gutters, driveways, lighting, and landscaping.

B. Landlord shall have the right to review and approve the Preliminary Plans in accordance with this Lease. Landlord shall not unreasonably disapprove the Preliminary Plans and shall approve, disapprove or approve the same subject to conditions within thirty (30) days of Landlord's receipt thereof. Any disapproval shall be accompanied by specification of the grounds for disapproval. If Landlord does not approve or disapprove the Preliminary Plans by written notice to Tenant within said thirty (30)-day period, Landlord shall be deemed to have approved the Preliminary Plans. Following any disapproval of the Preliminary Plans by Landlord, Tenant shall submit revised Preliminary Plans to address the specified grounds for disapproval.

C. Following approval or deemed approval by Landlord of the Preliminary Plans, Tenant shall prepare final plans and specifications suitable for construction purposes (the "**Final Plans**") substantially conforming to Preliminary Plans previously approved by Landlord. Landlord confirms that there is no required plan check or plan review or approval required by any governmental agency or authority and no requirement for a building permit to construct the Alterations under any applicable Laws.

D. Tenant shall deliver to Landlord (i) certificates of insurance evidencing coverage for "builder's all risk" insurance, as described in Section 9.4 hereof; and (ii) evidence of worker's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord or the Premises. Tenant shall maintain, keep in force, and pay all premiums required to maintain and keep in force all insurance at all times during which such work is in progress.

E. Tenant acknowledges the provisions of NRS 108.234 which provides, in part, that "any lessee who causes a work of improvement to be constructed, altered or repaired upon property that is leased shall provide a payment and completion bond from a surety licensed to do business in this state in an amount equal to not less than 1.5 times the total amount of the construction contract." If Tenant's contractor does not require Tenant's strict compliance with said statutory provision for such contractor's benefit, Landlord shall have the right to require Tenant to provide such a bond for Landlord's benefit. In such case, Tenant shall not commence any Project Improvements on or about the Premises until it has delivered such bond to Landlord.

5.3 Construction of Project Improvements. Tenant confirms its intent to commence construction of the Project Improvements promptly following its satisfaction of the Funds Contingency and provided that Tenant has not terminated this Lease by delivery of a Contingency Termination Notice. Tenant shall construct the Project Improvements as Alterations pursuant to Article X of this Lease.

ARTICLE VI – USE

6.1 Permitted Use of the Premises and Prohibited Uses. Tenant may use the Premises for any of the purposes specified in Section 1.1(D) hereof and any other uses consistent with such purposes or related purposes (the “**Permitted Use**”) and otherwise in compliance with all applicable laws, ordinances, statutes, codes, rules, regulations, court decisions, and any administrative or regulatory rulings or directives of any governmental agency or entity with jurisdiction now or hereafter enacted (collectively, the “**Laws**”). Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant acknowledges and agrees that the Permitted Use specified in Section 1.1(D) is a material part of the consideration of this Lease and that Tenant’s agreement to use the Premises for the Permitted Use is a material covenant and condition that induced Landlord to enter this Lease.

6.2 Hazardous Materials.

A. As used in this Lease, the term “**Hazardous Materials**” mean any hazardous or toxic substance, chemical, toxicant, pollutant, contaminant, material or waste which is or becomes regulated by any local governmental authority, the State of Nevada or the United States Government for the protection of health or the environment. The term “Hazardous Material” includes, without limitation, any material or substance that is (i) defined as a “hazardous waste” under NRS 459.400 et seq. (Disposal of Hazardous Waste) or NRS 459.700 et seq. (Transportation of Hazardous Waste); (ii) petroleum; (iii) asbestos; (iv) designated as a “hazardous substance” pursuant to Section 311 of the Water Pollution Control Act (33 U.S.C. 1321), (v) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 6901), (vii) defined as a “regulated substance” pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. 6991 et seq., (viii) defined as a “hazardous chemical substance or mixture” or “imminently hazardous chemical substance or mixture” within the meaning of the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., (ix) defined as a “hazardous air pollutant” within the meaning of the Federal Clean Air Act, 42 U.S.C. §§ 7400 et seq., (x) defined as a “toxic pollutant” or “oil” or “hazardous substance” within the meaning of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1250 et seq., (xi) defined as a “contaminant” within the meaning of the Safe Drinking Water Act, 42 U.S.C. § 300i, or (xii) defined as a “chemical known to the state to cause cancer or reproductive toxicity.” The term “**Environmental Laws**” mean any current and future laws, ordinances, statutes, codes, rules, regulations, court decisions and judicial orders, and any administrative or regulatory rulings or directives of any governmental agency or entity with jurisdiction governing or regulating the use, generation, manufacture, production, storage, release, discharge, disposal, clean-up, remediation, repair, or removal of Hazardous Materials.

B. Tenant shall (i) not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Premises or transport to or from the Premises any Hazardous Materials or allow any other person or entity to do so except for such types and quantities of Hazardous Materials that are customary and usual in connection with the Permitted

Use and in accordance with all Environmental Laws; and (ii) not cause or permit the Premises to be in violation of any Environmental Laws.

ARTICLE VII – UTILITIES; OPERATING EXPENSES

7.1 Utilities. Tenant shall be responsible for the construction of and payment for all water, sewer, electric and any other utilities (collectively, the “**Utilities**”) used by Tenant on the Premises, including connecting the same to any adjacent lines or mains as part of the Alterations. Tenant shall open accounts with all applicable Utilities providers in its own name, and shall pay for its usage of all Utilities during the Term directly to such providers.

7.2 Operating Expenses. As used in this Lease, “**Operating Expenses**” mean any actual costs or expenses incurred by Landlord in connection with its obligations under this Lease, without markup or the addition of any administrative fee. “**Proportionate Share**” means an equitable share of any Operating Expenses paid or payable with respect to the Property based on Tenant’s Permitted Use, with the intent that any such costs and expenses payable with respect to the Building may be allocated entirely to Tenant; whereas any such costs and expenses payable with respect to any other building on the Property from time to time shall be allocated entirely to the owner or tenant of such other building and any such costs and expenses payable with respect to the Common Areas shall be allocated among all users of the Common Areas in proportion to their use. No Operating Expenses allocated to or payable by the Fernley and Lassen Railway Depot shall be included in Tenant’s Proportionate Share hereunder. Landlord shall make such allocation in its reasonable judgment, subject to Tenant’s prior written approval, which shall not be unreasonably withheld.

7.3 Payment of Operating Expenses. Tenant shall pay Landlord an amount equal to Tenant’s Proportionate Share of Operating Expenses in the manner described below.

A. Landlord may reasonably estimate in advance the amounts Tenant shall owe for Operating Expenses for any full or partial calendar year of the Term. In such event, Tenant shall pay such estimated amounts, on a monthly basis, on or before the first day of each calendar month. Landlord may reasonably adjust the estimated amounts during the Term.

B. Within one hundred twenty (120) days after the end of each calendar year, or as soon thereafter as practicable, Landlord shall provide a statement (the “**Statement**”) to Tenant showing: (1) the amount of actual Operating Expenses for such calendar year, with a listing of amounts for major categories of Operating Expenses, (2) any amount paid by Tenant towards Operating Expenses during such calendar year on an estimated basis, and (3) any revised estimate of Tenant’s obligations for Operating Expenses for the current calendar year.

C. If the Statement shows that Tenant’s estimated payments were less than Tenant’s actual obligations for Operating Expenses for such year, Tenant shall pay the difference. If the Statement shows an increase in Tenant’s estimated payments for the current calendar year, Tenant shall pay the difference between the new and former estimates for the period from January 1 of the current calendar year through the month in which the Statement is sent. Tenant shall make such payments within thirty (30) days after Landlord sends the Statement.

D. If the Statement shows that Tenant’s estimated payments exceeded Tenant’s

actual obligations for Operating Expenses, Tenant shall receive a credit for the difference against payments of Rent next due. If the Term shall have expired and no further Rent shall be due, Landlord shall refund such difference when Landlord sends the Statement.

7.4 Finality of Statements. Unless Tenant takes exception to any Statement by written notice to Landlord within sixty (60) days after Landlord provides such Statement to Tenant, such Statement shall be considered final and binding on Tenant. If Tenant takes exception to any amounts shown in any Statement as provided herein, the parties shall meet in good faith to attempt to agree upon the correct amounts. If the parties cannot agree within sixty (60) days following the date of delivery of any Statement, Landlord may refer the matter to an independent certified public accountant to determine such amounts, whose determination as to the proper amounts shall be final and binding as between Landlord and Tenant. Tenant shall promptly pay the cost of such certification unless such certification determines that Tenant was overbilled for any such amounts. Pending resolution of any such exceptions, Tenant shall continue paying Tenant's Proportionate Share of Operating Expenses in the amounts determined by Landlord, subject to adjustment between the parties after any such exceptions are resolved.

ARTICLE VIII – REAL AND PERSONAL PROPERTY TAXES

8.1 Tenant's Tax Obligation. Tenant shall pay directly to the applicable taxing authority before delinquency beginning on the Commencement Date and throughout the Term and any Extended Term any and all taxes and assessments levied, assessed or imposed upon the Premises or Tenant's Alterations, fixtures, or personal property located on the Premises (collectively, the "**Taxes**"), whether or not such assessment is made against Tenant or against Landlord. Landlord shall deliver within ten (10) days of receipt, or request the City of Fernley Treasurer to deliver directly, all tax bills with respect to the Premises to Tenant. If any Taxes are assessed against a tax parcel that includes the Premises and any other part of the Project, Landlord shall equitably apportion such Taxes based on the assessed value of the land and improvements within such tax parcel. Tenant shall have the right, at its cost and expense, to protest any tax assessment assessed against the Premises, provided that no such protest shall excuse Tenant from paying all such assessed Taxes prior to delinquency. In the event that Tenant fails to pay any installment of Taxes prior to delinquency, Landlord shall have the right to pay such amounts and any penalty, fine, or late fee or charge in connection with such late payment. In such case, Tenant shall reimburse Landlord for all such amounts within five (5) days of notice thereof from Landlord.

8.2 Proration. Taxes for the first and last years of the Term or any Extended Term shall be prorated between Landlord and Tenant.

ARTICLE IX – INSURANCE AND INDEMNITY

9.1 Indemnification and Waiver.

A. Tenant Indemnity. Tenant shall indemnify, defend, and hold Landlord harmless from all liability arising out of the use of the Premises or the Project. Notwithstanding the foregoing, Tenant shall not be liable for damage or injury occasioned by any acts or negligence of Landlord or its employees, agents, or contractors. The foregoing obligation of Tenant to indemnify shall survive the expiration or earlier termination of the Lease Term. To the extent any such loss or damage is covered by insurance, Landlord and Tenant each hereby waive any rights

one may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective properties or the Premises from any risk generally covered by fire and extended coverage insurance or from vandalism, malicious mischief or sprinkler leakage. The parties, on behalf of their respective insurance companies insuring such losses, waive any right of subrogation that one may have against the other. The foregoing waivers of subrogation shall be operative provided that no policy of insurance required herein is invalidated thereby.

B. Landlord Exculpation. Landlord shall not be liable for any damage or liability of any kind, or for any injury to or death of persons, or damage to property of Tenant or any other person during the Lease Term, from any cause whatsoever, resulting from the use, occupation or enjoyment of the Premises or the operation of the Project on or about the Premises except to the extent caused by any act or negligence of Landlord or any of its employees, agents, or contractors.

9.2 Tenant's Insurance Obligation. Tenant shall carry and maintain during the entire Term, and any Extended Term, at Tenant's sole cost and expense, the following types of insurance in the amounts and forms hereinafter specified:

A. Public Liability and Property Damage. A policy or policies of commercial general liability insurance, including bodily injury liability and property damage liability insurance, with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate, insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, condition, use or occupancy thereof, and property damage liability. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property contained in Section 9.1 hereof. Such policies shall name Landlord as an additional named insured thereunder.

B. Casualty. Insurance covering all of Tenant's Project Improvements and other Alterations in an amount equal to their full replacement value, specifically including fixtures and personal property from time to time in, on or upon the Premises, during the Lease Term, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief. Landlord shall be listed as a named insured under said policy to the extent of its interest in the Alterations under this Lease.

C. Workers Compensations. Workers' compensation and employer's liability insurance covering all of Tenant's employees at the Project and on the Premises as may be required by applicable Laws.

9.3 Policy Requirements. All of the insurance required to be maintained by Tenant pursuant to the provisions of Section 9.2 shall be obtained from insurance companies that: (i) are licensed to do business in the State of Nevada; and (ii) have, at all times, a general policyholder's rating of not less than A and a financial rating of not less than Class X as rated in the then most current "Best's Insurance Reports" or similar ratings by any other insurance industry rating agencies or companies. All such insurance policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. Prior to any entry

upon the Premises and at such other times as reasonably requested by Landlord (but not less than thirty (30) days prior to the expiration of any applicable policies), Tenant shall provide Landlord with a copy of all such policies, or a certificate of all insurance policies required to be maintained by Tenant hereunder. Each such policy or certificate shall provide that the insurance issued thereunder shall not be altered or canceled until after thirty (30) days written notice to Landlord. If Tenant fails to obtain and maintain any of the insurance required under Section 9.2, Landlord shall have the right, but not the obligation, to obtain said policies and to pay any premium due thereon. The amount of any such premiums paid by Landlord shall be reimbursed by Tenant to Landlord upon demand.

9.4 Builder's All Risk. At least ten (10) days prior to Tenant's commencement of construction of any Alterations on the Premises, Tenant and Tenant's general contractor shall furnish to Landlord original certificates of insurance which confirm the procurement by same of a policy or policies of builders all-risk insurance in amounts not less than the greater of (i) One Million and 00/100 Dollars (\$1,000,000.00) or (ii) the full replacement value of the works of improvements covered thereby, naming Landlord as additional insureds. Tenant shall maintain such insurance until such time as a permanent certificate of occupancy is obtained by Tenant for the building constructed by Tenant within the Premises.

ARTICLE X – ALTERATIONS

10.1 Permitted Alterations. Upon completion of Tenant's initial construction of the Project Improvements on the Premises in accordance with the Final Plans approved by Landlord, Tenant shall not, without Landlord's prior written consent, make any additional Alterations in, on or about the Premises; provided, however, Landlord agrees that Tenant may, from time to time during the Lease Term, at Tenant's sole cost and expense and after giving Landlord at least thirty (30) days' prior written notice of its intention to do so, make such Alterations in and to the Premises (except those of a structural nature) as Tenant may find necessary or convenient, provided that the value of the Premises is not thereby diminished, and provided that no Alterations costing in excess of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) may be made without first procuring the prior written consent of Landlord.

10.2 Manner of Construction. Subject to the provisions of Section 10.1, all Alterations to be made to the Premises shall be made in accordance with plans and specifications with respect thereto, approved in writing by Landlord before the commencement of work. Failure of Landlord to disapprove any such plans and specifications within fifteen (15) days of submission shall be deemed its approval of same. All work with respect to any Alterations shall be done in a good and workmanlike manner and diligently prosecuted to completion. Upon completion of any Alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of Lyon County. Tenant shall engage a duly licensed contractor or contractors to install such Alterations in a good and workmanlike manner in compliance with all applicable Laws.

10.3 Obligation to Give Notice. Should any claims of lien be filed against the Premises or any action affecting the title to such property be commenced, the party receiving notice of such lien or action shall immediately give the other party written notice thereof. Landlord or its representatives shall have the right to go upon and inspect the Premises, including the improvements constructed thereon, at all reasonable times.

ARTICLE XI – MECHANICS’ LIENS

11.1 Tenant’s Lien Obligations. Tenant shall pay, or cause to be paid, all costs for work done by it or caused to be done by it on the Premises and that it will keep the Premises and the Project free and clear of all mechanics’ liens and other liens for or arising from work done by or for Tenant or for persons claiming under it. If any contractor or material supplier shall file any claim or commence any action to enforce any lien against Landlord, the Premises, or the Project in connection with any Alternations made by Tenant, Tenant shall cause such lien to be removed, rescinded or dismissed, including, without limitation, the posting of a bond pursuant to the applicable laws of the State of Nevada, as the case may be. Tenant shall have the right to contest any such claim or lien provided that the Premises are protected from foreclosure of the same during such contest period.

11.2 Notice. Tenant shall give Landlord prompt notice of any claim or lien made or filed against the Premises or the Project or any action affecting the title to such Premises or Project in connection therewith.

ARTICLE XII - SIGNS

Tenant shall provide Landlord with drawings of all exterior signs to be installed on the Premises proposed by Tenant for Landlord’s review and approval. Landlord’s approval of any sign shall not be unreasonably withheld. All exterior signs shall comply with the requirements of applicable Laws.

ARTICLE XIII - ASSIGNMENT, SUBLETTING AND OTHER TRANSFERS

13.1 Restrictions.

A. Except as hereinafter expressly provided, Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate or encumber this Lease, or Tenant’s interest in and to the Premises without in each instance procuring the prior written consent of Landlord. Any such attempted or purported transfer, assignment, subletting, mortgage or hypothecation (hereinafter collectively a “**Transfer**”) without Landlord’s prior written consent shall be void and of no force and effect, shall not confer any interest or estate in the purported transferee.

B. The consent of Landlord required hereunder shall not be unreasonably withheld in connection with an assignment of this Lease or a sublease of all or any part of the Premises to a third party (a “**Transferee**”) who continues the Permitted Use of the Premises under a different club affiliation. In no event, however, shall Landlord be obligated to consent to any change in the use of the Premises from the Permitted Use, and Landlord shall have the right to withhold its consent to any assignment or sublease, in its sole and absolute discretion, if the proposed assignee or subtenant desires to change the Permitted Use of the Premises.

13.2 Sublease of Portions of Project. Notwithstanding the provisions of Section 13.1 above to the contrary, Tenant may, in its sole discretion and without Landlord’s prior written consent, sublease or license a portion or portions of the Premises to third parties with uses that compliment or supplement the Permitted Use or provide services or programs that support the Permitted Use. Tenant shall promptly notify Landlord in writing prior to the effective date of any

such sublease or license and shall provide Landlord with the name, address and telephone number of such sublessee or licensee.

13.3 Required Documents. Each Transfer to which Landlord has consented shall be evidenced by a written instrument executed by Tenant and Transferee, under which the Transferee shall agree in writing for the benefit of Landlord to perform and to abide by all of the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant.

13.4 Permitted Transfers. Notwithstanding the provisions of Section 13.1 above to the contrary, Tenant may also assign this Lease to a related or affiliated entity controlled by, or under common control with Tenant, and to any successor entity (including any entity by merger, any entity by reclassification of tax status, or any entity formed following the dissolution of Tenant to carry on the purposes of Tenant and the Project) that continues the use of the Premises as an Early Learning Center for purposes substantially similar to the Permitted Use hereunder. Tenant shall promptly provide written notice to Landlord of any such assignment of this Lease.

ARTICLE XIV – [Reserved]

ARTICLE XV - REPAIRS AND MAINTENANCE

15.1 Tenant’s Obligations to Repair and Maintain. Tenant shall, at its own cost and expense, keep all Project Improvements and Alterations to the Premises constructed or installed by Tenant in good order, condition and repair including, but not limited to, the foundations, interior and exterior surfaces of exterior walls; all windows, doors, door frames, and door closures; the roof, sidewalks, landscaping, signs and lighting equipment; and shall as necessary as determined by Tenant, make modifications to or replacements thereof. Tenant hereby waives the right to make repairs at Landlord’s expense under the provisions of any laws permitting repairs by a Tenant at the expense of the Landlord to the extent allowed by law, it being intended that Landlord and Tenant have by this Lease made specific provision for such repairs and have defined their respective obligations relating thereto.

15.2 Tenant’s Failure to Maintain. If Landlord reasonably determines that Tenant has failed to make repairs and/or maintain the Premises, or any portion thereof, in a manner reasonably satisfactory to keep the same in good condition and repair, Landlord shall give written notice to Tenant, specifying those repairs or maintenance that Landlord has determined are necessary at such time (a “**Repair Notice**”). If Tenant disputes any such determination by Landlord, Tenant shall deliver written notice of such dispute to Landlord within thirty (30) days after receipt of a Repair Notice. If Tenant does not dispute the same, Tenant shall have a period of not less than sixty (60) days thereafter to commence such repairs and/or maintenance work, and shall diligently thereafter complete such work. Notwithstanding any provisions of this Lease to the contrary, Tenant shall not be in Default under this Lease until any such dispute is resolved, or, in the case of no such dispute, such sixty (60) day period has expired without Tenant commencing such work.

15.3 Landlord’s Obligations to Repair and Maintain. Pursuant to that certain Fernley Community Response and Resource Center Lease dated August 27, 2025 between Landlord and Tenant (“**CRRC Lease**”), Tenant has agreed to manage, operate and maintain all Common Areas in the Center during the term of the CRRC Lease, except as provided therein with respect to parking areas of the Center. Tenant agrees to pay its Proportionate Share of Operating Expenses

incurred by Landlord in connection with maintaining and repairing the parking areas. Upon the expiration or earlier termination of the CRRC Lease or in the event that Tenant's obligations under the CRRC Lease are amended or modified, any costs or expenses incurred by Landlord to repair and maintain the Common Areas shall be included in Operating Expenses, and Tenant agrees to pay its Proportionate Share thereof.

ARTICLE XVI - DAMAGE OR DESTRUCTION

16.1 Restoration of Premises. Subject to Section 16.2 below, in the event of the partial or total damage or destruction of the Project Improvements or any other Alterations constructed on the Premises by Tenant during the Term from any cause, Tenant shall forthwith repair and reconstruct such Project Improvements or other Alterations to substantially the same condition which such were in immediately prior to such damage or destruction, to the extent permitted under the then existing Laws. Such work shall be performed as Alterations under this Lease.

16.2 Tenant Right to Terminate. Notwithstanding the provisions of Section 16.1 to the contrary, Tenant shall have the right to terminate this Lease if:

A. Any damage or destruction affects a material portion of the Project Improvements and occurs following the end of the twenty (20th) Lease Year, if Tenant elects at such time not to repair and reconstruct the same. If Tenant elects to terminate this Lease pursuant hereto, Tenant shall remove the damaged and destroyed Project Improvements from the Premises, clear the Premises of all debris and building materials, other than any concrete slab, foundation, or basement, and return the Premises to Landlord in such condition.

B. Tenant does not receive sufficient insurance proceeds from its policy of casualty insurance maintained pursuant to Section 9.2(B), excluding any reasonable deductible amount thereunder, to cover the cost of such restoration work, and Tenant reasonably determines that it is unable to raise such additional necessary funds through its fundraising efforts or donations within twelve (12) months following the occurrence of such damage or destruction, without any obligation to incur any debt financing.

C. If such restoration work cannot be completed within eighteen (18) months of the occurrence of such damage or destruction, as estimated by Tenant's contractor. In such case, if Tenant elects to terminate this Lease pursuant hereto, Tenant shall remove the damaged and destroyed Project Improvements from the Premises, clear the Premises of all debris and building materials, other than any concrete slab, foundation, or basement, and return the Premises to Landlord in such condition.

If Tenant elects to terminate this Lease pursuant to this Section 16.2, Tenant shall deliver written notice to Landlord upon making such election and this Lease shall terminate thirty (30) days following the delivery of such notice. In such case, Tenant shall have no further obligations or liabilities under this Lease, other than the obligation to Section 16.2(A) to remove the damaged and destroyed Project Improvements from the Premises.

ARTICLE XVII – TENANT'S DEFAULTS; REMEDIES

17.1 Events Of Default. The occurrence of any of the following shall constitute a

“Default” by Tenant under this Lease:

A. Any failure by Tenant to pay rent or any other charge required to be paid under this Lease to Landlord when due, if such failure is not cured within fifteen (15) days of written notice of the same from Landlord;

B. Following the completion of the Project Improvements, the abandonment of the Premises by Tenant for any period of thirty (30) days or more during the Term during which time Tenant does not keep the Project open to the public for the Permitted Use, if Tenant does not re-open to the public within thirty (30) days following written notice of the same from Landlord (excluding any period of time following a casualty loss, a condemnation subject to repairs, or due to an Event of Force Majeure);

C. Any failure by Tenant to perform any other material provision, covenant or condition of this Lease to be observed or performed by Tenant, where such failure continues for sixty (60) days after Tenant’s receipt of written notice thereof, provided that if the nature of such default is such that it cannot reasonably be cured within a sixty (60) day period, Tenant shall not be deemed to be in Default if it shall commence such cure within such period and thereafter diligently pursue such cure to completion;

D. After satisfaction of the Funds Contingency, if Tenant does not commence construction of the Project Improvements within twelve (12) months thereafter (subject to Events of Force Majeure); or

E. After Tenant commences construction of the Project Improvements, if Tenant does not diligently thereafter complete such construction, whether before or after the Commencement Date, using commercially reasonable and good faith efforts (subject to Events of Force Majeure and delays caused by its contractor(s) or third parties outside the control of Tenant).

17.2 Remedies. In the event of a Default by Tenant, and in addition to any other remedies available to it at law or in equity, Landlord may at its option, upon prior written notice to Tenant:

A. Terminate this Lease, re-enter the Premises, and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; and

B. Collect from Tenant its actual, out of pocket costs and expenses of recovering the Premises from Tenant, if Tenant does not vacate and surrender possession of the Premises to Landlord upon such termination of this Lease within sixty (60) days following receipt of Landlord’s notice of termination.

C. Tenant shall collaterally assign to Landlord its construction contract for the construction of the Project Improvements. If Tenant commences construction thereof, a Default described in Section 17.1(E) occurs, and Landlord terminates this Lease pursuant to Section 17.2(A), Landlord shall have the right, but not the obligation, to complete construction of the Project Improvements at Landlord’s cost and expense, pursuant to such construction contract. In such case, Tenant shall be responsible for payment of all work under such construction contract performed by the contractor thereunder prior to such Default, and Landlord shall be responsible

for payment of all work under such construction contract performed by the contractor thereunder after such Default.

17.3 Waiver of Damages. Landlord acknowledges that Tenant's obligation to pay Annual Rent hereunder is nominal and not a material part of the consideration payable to Landlord under this Lease. Such material consideration includes Tenant's construction of the Project Improvements. Accordingly, if Landlord terminates this Lease pursuant to Section 17.2(A) following any Default by Tenant, Tenant's obligation to turn over the Project Improvements at such time in the "as is" condition thereof at such time is sufficient and complete consideration for Tenant's obligations under this Lease, without any further monetary damages available to Landlord in connection with such Default. Landlord waives all such damages and other rights and remedies, at law or in equity, arising out of such Default other than as set forth in Section 17.2.

ARTICLE XVIII - DEFAULT BY LANDLORD

In the event Landlord shall neglect or fail to perform any of the covenants, provisions or conditions contained in this Lease on its part to be performed within thirty (30) days after Landlord's receipt of written notice of default from Tenant, or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to commence to cure such default within the thirty (30) day period and diligently pursue such cure to completion, then Tenant shall have the right to cure such default at Landlord's expense, including in such expenditure all reasonable costs and attorneys' fees incurred to cure such default or breach of this Lease. Tenant shall have no right to terminate this Lease in the event of a default by Landlord. Tenant's remedies shall be limited to an action at law for monetary damages. Notwithstanding anything to the contrary set forth in this Lease, in no event shall Landlord be responsible or liable for any consequential damages (including, without limitation, lost business profits) arising out of or in connection with any default by Landlord under this Lease.

ARTICLE XIX - EMINENT DOMAIN

19.1 Definitions. The term "Total Taking" as used herein means the taking of so much of the Premises by right of eminent domain or other authority of law, including a voluntary transfer under the threat of the exercise thereof, that the remainder of the Premises and/or the Project Improvements are not reasonably suitable to conduct the operation of the Project by Tenant for the Permitted Use.

19.2 Total Taking. Landlord shall not initiate, as a governmental entity, any Total Taking of the Premises at any time during the Term, and has no unilateral right to terminate this Lease or cause this Lease to terminate during the Term. If during the Term there shall be a Total Taking by any other governmental authority under the power of eminent domain, then this Lease and the leasehold estate of Tenant in and to the Premises shall cease and terminate as of the date the condemning authority takes actual physical possession of the Premises.

19.3. Compensation Awards. If this Lease is terminated in any manner hereinabove provided, Tenant shall be entitled to make a claim for an award or compensation with respect to the Project Improvements and any other Alternations constructed on the Premises by Tenant, as well as Tenant's trade fixtures, or other damages suffered by Tenant, whether or not any such claim by Tenant reduces the maximum award to which Landlord may be entitled. Any award for

the Premises land shall be paid solely to Landlord.

ARTICLE XX - SALE OF PREMISES, MORTGAGE OF LEASEHOLD ESTATE

20.1 Sale by Landlord. During the Term, Landlord shall not sell its fee interest in the Premises except as follows:

A. If Landlord desires to sell its fee interest in the Premises at any time during the Term, prior to entering into any purchase and sale agreement for the Premises to any unrelated third party, Landlord shall notify Tenant that it desires to enter into such an agreement (the “**Offering Notice**”), which notice shall include two (2) originals of the form of purchase and sale agreement (the “**Purchase Agreement**”) executed by Landlord, as seller, with the offered terms of such transaction, including, without limitation, the purchase price, and which shall provide for a financing period of not less than ninety (90) days during which time Tenant shall have the right to obtain financing or undertake fundraising as desired to raise the purchase price funding, and for a closing date of not less than forty-five (45) days following the end of such financing period. The Purchase Agreement, at Landlord’s option, may include an “as is” provision limiting any representations and warranties offered by Landlord.

B. Tenant shall have sixty (60) days from the delivery of Landlord’s Offering Notice within which to return a fully executed counterpart of the Purchase Agreement to Landlord, or to negotiate any desired changes to the Purchase Agreement. Tenant’s return of a fully executed or negotiated and executed Purchase Agreement within said sixty (60)-day period shall constitute Tenant’s acceptance of the offer set forth in the Offering Notice and a binding agreement to purchase the Premises upon the terms and conditions set forth in the Purchase Agreement. If Tenant does not timely return a fully executed counterpart of the Purchase Agreement to Landlord, Landlord may, at any time thereafter, enter into a purchase and sale agreement with respect to the Premises with a third party upon substantially the same terms and conditions contained in the Purchase Agreement (provided that the purchase price is not more than five percent (5%) lower than the purchase price offered to Tenant) or upon terms and conditions which are less favorable to the buyer. However, Landlord shall not enter into a purchase and sale agreement for the Premises with a third party for a purchase price more than five percent (5%) lower than the purchase price offered to Tenant or upon any other terms and conditions substantially more favorable to the buyer than those contained in the Purchase Agreement attached to Landlord’s Offering Notice without first delivering a new Offering Notice and Purchase Agreement containing such more favorable terms and conditions to Tenant, pursuant hereto.

C. If Landlord and Tenant enter into a Purchase Agreement and Tenant, as the buyer, thereafter defaults under its obligations to purchase the Premises pursuant thereto, this Lease shall remain in full force and effect, except that Landlord shall have no obligation at any time thereafter to deliver any new Offering Notice to Tenant. If Tenant does not accept the right of first offer set forth in the Offering Notice by entering into a Purchase Agreement pursuant hereto, any sale of the Premises to a third party shall be subject to this Lease, and all rights of Tenant under this Lease. Upon the closing of such sale of the Premises to a third party, such third party shall be deemed to have assumed this Lease and the obligations of Landlord hereunder, whether or not Landlord and such third party execute a separate assignment and assumption

agreement.

20.2 Fee Estate Security Instrument. Landlord shall not enter into or grant any mortgage, deed of trust, or other security instrument (“**Security Instrument**”) encumbering its fee interest in the Premises or its interest in this Lease in favor of any third party lender, and the Premises shall remain free and clear of any such Security Instruments during the Term, unless Tenant consents, in its reasonable discretion, to any such Security Instrument. In no event shall Tenant be obligated to subordinate this Lease to such Security Instrument. Such consent may be conditioned upon receipt of a Non-Disturbance Agreement with the holder of such Security Instrument in favor of Tenant, on terms acceptable to Tenant.

20.3 Leasehold Security Instrument. Tenant shall have the right at any time and from time to time to subject this Lease and the leasehold estate created hereby and any or all improvements made by Tenant to the Premises, to enter into any Security Instrument (a “**Leasehold Mortgage**”) as security for a loan or other obligation of Tenant, provided that the Leasehold Mortgage does not encumber the fee interest of Landlord in the Premises. Landlord shall have no obligation to subordinate its fee interest in the Premises or this Lease to such Leasehold Mortgage. Landlord shall have the right to approve the form of any such Leasehold Mortgage recorded as an encumbrance against Tenant’s leasehold estate. Landlord shall consent to any commercially reasonable provisions set forth therein, provided that the same do not increase any obligations or liabilities of Landlord under this Lease or modify or amend any terms or provisions of this Lease.

20.4 Leasehold Mortgagee's Rights.

A. Any mortgagee, beneficiary, or secured party under a Leasehold Mortgage (the “**Leasehold Mortgagee**”) shall not be liable to perform Tenant's obligations under this Lease until the Leasehold Mortgagee acquires Tenant’s rights by foreclosure or otherwise. After acquiring Tenant's rights, the Leasehold Mortgagee shall be liable to perform Tenant’s obligations only until the Leasehold Mortgagee assigns or transfers the leasehold as permitted by this Lease. No such sale or transfer of the leasehold by the Leasehold Mortgagee shall relieve Tenant from liability for full performance of all terms, conditions and obligations hereunder. Landlord shall deliver a copy of any default notice sent to Tenant pursuant to Section 17.1 concurrently to Tenant’s Leasehold Mortgagee, at such Leasehold Mortgagee’s address set forth in its Leasehold Mortgage of record, and shall provide such Leasehold Mortgagee with comparable cure rights as are provided to Tenant under this Lease.

B. No Leasehold Mortgage shall cover any interest in any real property other than the leasehold estate created by this Lease.

C. Upon termination of this Lease by Landlord on Tenant’s default, or upon any Leasehold Mortgagee’s acquisition of the leasehold estate by foreclosure of its Leasehold Mortgage, Landlord shall enter into a new lease with the Leasehold Mortgagee covering the Premises covered by the terminated or foreclosed Lease if and provided that the Leasehold Mortgagee (i) gives notice to Landlord within fifteen (15) days after such termination or foreclosure of its election to enter into such a new lease; (ii) pays all of Landlord’s costs and expenses incurred in connection with any such foreclosure by Tenant’s Leasehold Mortgagee, including in connection with Landlord having been named as a defendant in any related action,

and including, but not limited to, Landlord's reasonable attorneys' fees; (iii) remedies all monetary defaults by Tenant prior to the effective date of such new lease; (iv) pays all amounts due and payable under this Lease until the effective date of such new Lease as though this Lease had not been terminated; and (v) executes and delivers such new lease to Landlord. Any such new lease shall be for the remainder of the Term of this Lease prior to termination or foreclosure, effective at the date of termination or foreclosure, at the rent and on the covenants, agreements, conditions, provisions, restrictions and limitations contained in this Lease prior to termination or foreclosure. Notwithstanding anything contained in Section 17.1(B) above to the contrary, if Tenant's Leasehold Mortgagee enters into a new lease with Landlord, such Leasehold Mortgagee shall not be deemed to be in default as a result of the abandonment of the Premises during which time the Premises are not open to the public, if such Leasehold Mortgagee lists the Premises for letting with an experienced commercial broker, and attempts to lease the Premises for a period of time thereafter not to exceed one hundred eighty (180) days. If the Premises are not re-opened to the public within said one hundred eighty (180) day period, Landlord shall have the right to terminate said new lease and all obligations of Tenant's Leasehold Mortgagee first arising thereunder after said date. In no event shall Landlord be obligated to consent to any change in use of the Premises other than the Permitted Use.

ARTICLE XXI - HOLDOVER TENANCY

In the event that Tenant shall hold the Premises after the expiration of the Term with the consent of Landlord, express or implied, such holding over, in the absence of written agreement on the subject, shall be deemed to have created a tenancy from month-to-month, terminable on thirty (30) days' written notice by either party to the other, on the same terms and provisions as set forth in this Lease.

ARTICLE XXII - NOTICES

Wherever in this Lease it shall be required or permitted that notice, approval, advice, consent or demand be given or served by either party to this Lease to or on the other, such notice, approval, advice, consent or demand shall be given or served, and shall not be deemed to have been duly given or served unless, in writing and forwarded by certified or registered mail, or by recognized overnight courier service (such as Federal Express) addressed to the parties at the addresses listed in Section 1.1 hereof. Either party may change such address by written notice sent by certified or registered mail to the other.

ARTICLE XXIII - SECURITY DEPOSIT

There is no security deposit required under this Lease.

ARTICLE XXIV – LANDLORD ENCUMBRANCES; MEMORANDUM OF LEASE;

TITLE TO LEASEHOLD IMPROVEMENTS

24.1 Landlord Encumbrances. Other than a Security Instrument permitted pursuant to Section 20.2, a Leasehold Mortgage pursuant to Section 20.3, and matters of record as of the date of the Title Commitment as set forth therein, Landlord shall not enter into, allow, or suffer any other liens or encumbrances to be recorded against the Premises, including, without limitation, any easements, rights of way, or restrictive covenants except (i) if requested by Tenant, or (ii) if

not requested by Tenant, with the prior written consent of Tenant, in its sole and absolute discretion. Landlord shall not effectuate any zone change, entitlement requirements, or other land use laws or requirements that change or limit the Permitted Use of the Premises as of the Effective Date of this Lease or levy any new property taxes or assessments against the Premises during the Term other than ad valorem real property taxes assessed in a uniform manner against all real property subject to Landlord's jurisdiction.

24.2 Memorandum of Lease. Tenant shall have the right to record a Memorandum of Lease in the Official Records of Lyon County, a Memorandum of Lease in form and substance reasonably acceptable to Landlord, and Landlord shall execute and deliver such Memorandum of Lease to Tenant. At the expiration or earlier termination of this Lease, Tenant will execute and return to Landlord for recording, within fifteen (15) days of Tenant's receipt of Landlord's request therefor, a quitclaim deed quitclaiming to Landlord all of Tenant's interest in and to the Premises as provided herein.

24.3 Title to Project Improvements and Alterations. Throughout Tenant's right to possession hereunder and the Term of this Lease, all Project Improvements, Alterations, or other works of improvement made to or placed upon the Premises by Tenant during the Term (collectively, "**Leasehold Improvements**") shall belong to Tenant and Tenant shall have the right to the exclusive use and possession thereof. After the end if the Term or earlier termination of this Lease pursuant to the terms hereof, all Leasehold Improvements shall thereupon belong to Landlord. Such Leasehold Improvements shall be delivered to Landlord at such time in their current then "as is" condition without any obligation of Tenant to further improve the Premises. At such time, Tenant agrees to execute any documents or instruments which Landlord may reasonably require to confirm Landlord's ownership thereof, at no cost or expense to Tenant.

ARTICLE XXV - MISCELLANEOUS

25.1 Reference Only. The captions of Articles and Sections of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease.

25.2 Parties. If more than one (1) person or corporation is named as Tenant in this Lease and executes the same as such, the word "Tenant", wherever used in this Lease, is intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with the performance of all of the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, and the use of the singular shall include the plural, as the context may require.

25.3 Obligations of Successors. Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided in this Lease, their respective heirs, executors, administrators, successors and assigns, subject to all agreements, covenants, and restrictions contained elsewhere in this Lease with respect to the assignment, transfer, encumbering or subletting of all or any part of Tenant's interest in this Lease or the Premises.

25.4 Severability. It is agreed that, if any provision of this Lease shall be determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect.

25.5 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant with respect to the leasing of the Premises. There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes any and all previous negotiations, agreements and understandings, if any, between the parties hereto with respect to the leasing of the Premises by Landlord to Tenant. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises and shall be considered to be the only agreement between the parties with respect thereto.

25.6 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and enforcement of this Lease. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be the county and judicial district in which the Premises are located. This Lease shall not be construed either for or against Landlord or Tenant but shall be interpreted in accordance with the general tenor of its language.

25.7 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God (including inclement weather that prohibits certain construction activities, including, without limitation, asphalt paving or pouring concrete for streets, parking lots, and sidewalks), inability to obtain labor or materials or reasonable substitutes therefor, governmental actions or delays in processing necessary applications or permits, civil commotion, fire or other casualty, and other non-financial causes beyond the reasonable control of the party obligated to perform (collectively, “**Events of Force Majeure**”), shall excuse the performance of such party under this Lease on a day for day basis for a period equal to the number of days during which such prevention, delay or stoppage continues.

25.8 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

25.9 No Brokers. Landlord and Tenant each represent and warrant to the other that they have not dealt with and have not been represented by any real estate broker or agent who would be entitled to a commission, fee, or other compensation in connection with this Lease.

25.10 Attorneys' Fees. In the event that either party shall institute any legal action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to pay to the prevailing party the reasonable attorneys' fees and costs actually incurred by the prevailing party.

25.11 Quiet Enjoyment. Upon Tenant's payment of Annual Rent and all other charges hereunder, and its observation and performance of all of the covenants, terms and conditions of this Lease to be observed and performed by Tenant, Tenant shall have quiet possession of the Premises for the entire Lease Term, subject to all of the provisions of this Lease, without disturbance from Landlord or from any other person claiming through Landlord.

25.12 Entry. In the event of an emergency or if Landlord determines in its sole discretion there exists a health, safety, or welfare issue on the Premises, Landlord shall be entitled to enter the Premises without prior notice to Tenant. Otherwise, Landlord and its authorized agents or representatives may enter the Premises at all reasonable times provided that Landlord first delivers to Tenant at least twenty-four (24) hours advance written notice to satisfy itself with respect to Tenant's compliance with its obligations under this Lease. Tenant shall provide Landlord with a copy of a key with which to unlock all of the doors in, upon and about the Premises, excluding Lessee's vaults, safes and files, and Landlord shall have the right to use any and all reasonable means which it deems proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and persons on or about the Premises or based on any gross negligence or willful misconduct of Landlord or its employees, agents, or contractors. Any entry to the Premises obtained by Landlord by any of said means, or otherwise shall not be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

25.13 Amendment. None of the terms, covenants, conditions or provisions of this Lease may be amended, modified, deleted or added to except by written Lease amendment signed by the parties hereto. If Tenant's leasehold estate is encumbered by a Leasehold Mortgage, no such amendment shall be binding upon Tenant unless consented to, in writing, by Tenant's Leasehold Mortgagee.

25.14 Authority. Landlord represents and warrants that this Lease has been approved by the City of Fernley Council and duly executed and delivered by an authorized representative of Landlord. Tenant represents and warrants that this Lease has been approved by its Board of Directors and duly executed and delivered by an authorized representative of Tenant.

[Signatures appear on the following page]

[Signature Page to Ground Lease]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above-written.

Tenant”

BOYS & GIRLS CLUB OF TRUCKEE
MEADOWS, a Nevada nonprofit corporation

By: _____
Michael P. Wurm, President and CEO

“Landlord”

CITY OF FERNLEY, a municipal corporation
and political subdivision of the State of Nevada

Neal E. McIntyre, Mayor

ATTEST:

By: _____
Kim Swanson, City Clerk

APPROVED AS TO FORM:

By: _____
Aaron Mouritsen, City Attorney

Exhibit "A"

Site Plan

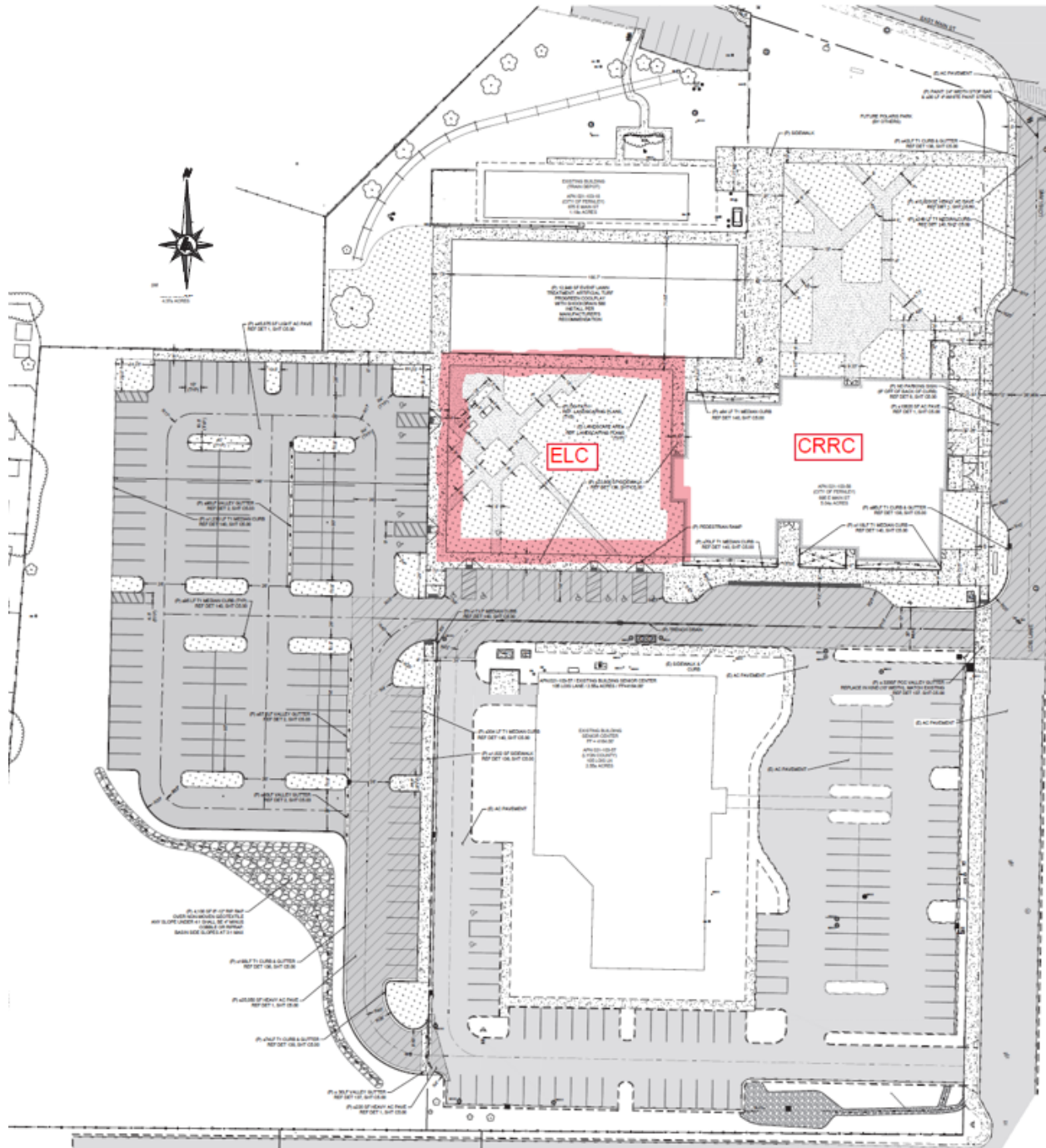


Exhibit “B”

Rules and Regulations

The following Rules and Regulations shall apply to the Premises and the Common Areas (including, without limitation, parking areas), except where specific reference is made to individual portions of the Project. Capitalized terms have the same meaning as defined in the Lease. Tenant shall be responsible for compliance by its employees, agents, members, volunteers, guests, and invitees.

GENERAL RULES

1. Compliance with Laws and Landlord Policies. Tenant shall comply with all applicable laws, codes, ordinances, and Landlord policies regarding the use and occupancy of the Premises.

2. Animals and Vehicles. No animals shall be brought into the Premises except service animals as required by law. Bicycles, scooters, and vehicles are prohibited inside the Building except in designated areas.

3. Signs and Displays. Tenant shall not display any sign, placard, picture, advertisement, notice, or other lettering on any Common Areas without Landlord’s prior written consent, except as specifically permitted by the Lease. Tenant shall not paint the Building exterior or any portion of the Common Areas without Landlord’s prior written consent.

4. Windows, Doors, and Building Appearance. Window coverings, shades, blinds, awnings, or exterior projections shall be installed only with Landlord’s written consent. Tenant shall not place anything against or near glass surfaces that may appear unsightly from outside. Landlord may require window coverings to present a uniform exterior appearance.

5. No Obstruction of Common Areas. Sidewalks, halls, stairways, corridors, vestibules, entrances, loading docks, and other Common Areas shall not be obstructed or used for any purpose other than ingress and egress without Landlord’s written consent.

6. Hazardous and Prohibited Materials. Tenant shall not use, store, or permit on the Premises any kerosene, gasoline, or hazardous, flammable, combustible, or explosive materials, except those necessary for ordinary office or program use and in compliance with applicable laws. Tenant shall comply with all environmental, safety, and fire codes.

7. Noise, Odors, and Nuisances. Tenant shall not make or permit noises, odors, vibrations, or other disturbances that interfere with other occupants or neighbors.

8. Cleanliness and Waste Disposal. Trash and recyclables shall be stored in designated containers and disposed of in accordance with Landlord’s instructions. No littering or outdoor storage of materials or debris is permitted.

9. Plumbing and Fixtures. Plumbing fixtures shall be used only for their intended purpose. No foreign substances shall be placed therein. Damage resulting from misuse shall be repaired at Tenant's expense.

10. Restricted Uses. The Premises shall not be used for lodging, manufacturing, or illegal purposes.

11. Safety and Security. Tenant shall comply with all fire protection, safety, and evacuation regulations. Tenant assumes responsibility for securing the Premises against theft and vandalism.

12. Smoking. Smoking and vaping are prohibited in the Building and in any outdoor areas designated as non-smoking.

13. Alterations. Tenant shall not paint, mark, drill into, or otherwise alter the Premises without Landlord's prior written consent.

14. Additional Rules. Landlord reserves the right to adopt reasonable additional rules for the safety, cleanliness, and orderly operation of the Building. Tenant shall be given written notice of any such rules and shall comply with them.

15. Sporting Events. No sporting events or other athletic competitions shall be permitted on the Event Lawn at any time and no persons shall be permitted to wear cleats or other types of footwear with spikes or studs while using the Event Lawn.

16. Prohibited Conduct.

- (a) Use of foul language, bullying, or harassment is strictly prohibited.
- (b) Smoking, vaping, and the use of drugs are prohibited anywhere on the Premises.
- (c) Firearms, weapons, and dangerous objects are prohibited.

PARKING RULES

The following rules apply to all tenants, employees, volunteers, guests, invitees, and program participants of the Premises.

1. Compliance with Posted Signs. All users of the parking areas shall obey all posted traffic signs, directional arrows, and parking markings, and shall park only in areas designated for vehicle parking.

2. Authorized Vehicles. Parking areas shall be used only for passenger automobiles, motorcycles, motor-driven or non-motor-driven bicycles, and light trucks of permitted size. Oversized vehicles, including recreational vehicles, motor homes, boats, and trailers, may not be parked in the parking areas without Landlord's prior written consent.

3. Prohibited Parking. Parking is prohibited:

- (a) in areas not striped for parking;
- (b) in drive aisles;
- (c) where “No Parking” signs are posted;
- (d) on ramps;
- (e) in cross-hatched areas;
- (f) in loading zones (except for active loading/unloading); and
- (g) in areas designated for the exclusive use of other tenants or for visitors only.

4. Speed Limit. The speed limit within the parking area is five (5) miles per hour.

5. Maintenance and Storage of Vehicles. The maintenance, washing, waxing, cleaning, or mechanical repair of vehicles in the parking areas is prohibited. Overnight parking or storage of vehicles is not permitted without Landlord’s written consent.

6. Security and Liability. Unless otherwise instructed, every person using the parking area is required to park and lock their own vehicle. Landlord is not responsible for any damage to vehicles, injury to persons, or loss of property in the parking areas; all such risks are assumed by the vehicle owner or operator.

7. Bicycle and Scooter Parking. Bicycles, scooters, and other similar vehicles shall be parked only in designated racks or storage areas, if provided. They shall not be secured to railings, light posts, or other fixtures.

8. Landlord Authority. Landlord may tow or remove, at the vehicle owner’s expense, any vehicle parked in violation of these rules or of posted signage. Landlord reserves the right to modify these Parking Rules and Regulations or to adopt additional reasonable and nondiscriminatory rules for the operation of the parking areas.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Jessica Murdock

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

General

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action for approval to move forward with the continuation of Phases 2 and 3 of the Main Street Art Park.

AGENDA ITEM BRIEF:

The City Manager's staff and our Finance Director met on August 14th, 2025, and discussed the need to continue our Main Street improvement with a focus on the Art Park and the justifications and community impact.

RECOMMENDED MOTION:

"I move to approve the proposed budget to complete Phases 2 and 3 of the Main Street Art Park"

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose to approve some or all of the proposed budget and/or direct staff to make additional revisions to propose a different project timeline.

BACKGROUND:

Several years ago, City Staff were committed to revamping the Main Street Art Park. Unfortunately, unforeseeable delays, including the COVID-19 pandemic and the departure of key staff members, slowed the progress of this project. In March of 2025, and with \$60,000 remaining from the CDBG Grant, staff were able to renew efforts on this project in collaboration with the City's Community Outreach Initiative. This provided an opportunity to work closely with local businesses, community organizations, and Fernley residents to breathe new life into Main Street. Together, we divided the park improvements into five phases and developed a plan guided by community input to enhance the area's appeal and create a cohesive vision for our downtown.

For phases one through three, we added an asphalt walking path with the help of our Streets Department, trees, flowers, and shrubs from Moana Nursery, and installed Polymade planter boxes and benches. We also hired local artist Twisted Steel to commission a new Main Street Art Park sign, three steel archways, a nine-foot flower bouquet, a ten-foot flower bouquet, six (6) five-foot flower bouquets, and the sphere. From those purchases, Twisted Steel then donated four (4) additional five-foot flower bouquets. In compliance with the grant requirements, our staff installed four (4) planter boxes and five (5) art sculptures across the street from the Art Park at the adjacent corner of Polaris Plaza. The goal was to establish a cohesive look to Fernley Main Street and have the two areas complement one another.

On July 25th, 2025, City Staff accepted a monetary donation from the Fernley ACES for \$2,500.00, which assisted us in purchasing three (3) of the six (6) five-foot flower bouquets and the sphere (previously listed above). TREX also provided the City of Fernley with a donation of four (4) custom-made TREX planter boxes to help fulfill our dream of planting trees within the park. On August 7th, 2025, TREX employees came out and volunteered their time to build these planter boxes for us as well. On August 18th, 2025, Mayor McIntyre and his granddaughter installed six (6) 24in x 24in TREX planter boxes that the two of them had built over the weekend and were installed next to the archways along the walking path. Lastly, our community came together on August 12th, 2025, and showed their support at our Art Park Community Planting Day. Members from the following organizations come out and participate: City Staff Parks, City Staff General Services, Fernley Community Foundation, Fernley ACES, A Step Ahead Preschool, REMAX Professionals/the Diemert Griffin Home Group, Twisted Steel, Fernley Chambers of Commerce, and Fernley residents.

Moving forward with the completion of phases two and three will keep this project moving forward and showcase Fernley's charm for future years to come.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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).

FINANCIAL IMPLICATIONS:

The funds are not included in the FY25/26 budget for the Art Park. However, the project can be funded through reallocation of funds currently available from the budgeted CRRC project.

ATTACHMENTS:

1. Moss & Sons Preliminary Estimate
2. Poligon Product Informaiton
3. Poligon Preliminary Plans LEF-8X14

4. Poligon Preliminary Plans LEF-12X23
5. Poligon Estimate Opt 1 LEAF 8x14 and 12x23 Solid Roof
6. Poligon Opt2 REK 14x14 and 12x22
7. Poligon Opt3 LEAF 8x14. 12x23 with Umbra Vine Patern
8. Twisted Steel Gazebo Estimate



Moss & Sons Landscaping & Concrete LLC

2519 Resource Drive Hazen, NV 89408 • (775) 247-1699

**NV Contractors License #72011A (C-10) • Monetary Limit \$1,000,000 • #75197A (C-5) • Monetary Limit \$1,000,000
#79259A (A-12, A-15 & A-22) • Monetary Limit \$1,000,000**

Concrete Proposal:

To:	Phone/Fax:	Date:
City of Fernley	775-784-9850	October 3, 2025
Address	Job Name:	
595 Silverlace Blvd	Art Park Shade Structures	
City, State, Zip Code	Proposal #	
Fernley, NV 89408		
Architect:	Date of Plans:	Job Phone:

We hereby submit specifications and estimates for concrete as follows:

- (1) Excavate a total of (8) 2'x2'x18" deep footings.
- (2) Install standard rebar cage.
- (3) Set shade structure pillars and pour in concrete.
- (4) Provide labor to construct (3) shade structures per drawings provided.

*** Due to lack of plan set, proposal is based off standard knowledge. Once final drawings are provided, price will be adjusted accordingly.**

Total job - \$11,490.00

All material is guaranteed to be as specified and will be guaranteed for one year. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above the estimate. All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started. **You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after this transaction. Cancellation must be done in writing.** **Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

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

Eleven Thousand Four Hundred Ninety Dollars & 00/100

Payment to be made as follows:

Net 30

NOTE: This proposal may be withdrawn if not accepted within 30 days

Authorized Signature: _____

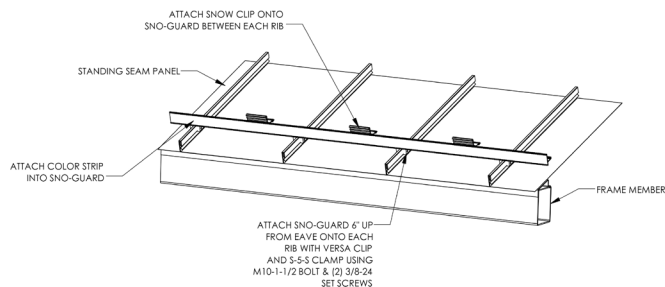
poligon® Snow Guard

When snow accumulations begin to melt, the result can be damaging as the blanket of snow avalanches off the roof. Falling snow and ice can be damaging to landscape, gutters, vehicles, and can cause injury to anyone passing by. Snow Guard dramatically reduces the risks associated with rooftop avalanches and maintains the clean colorful appearance of the roof.

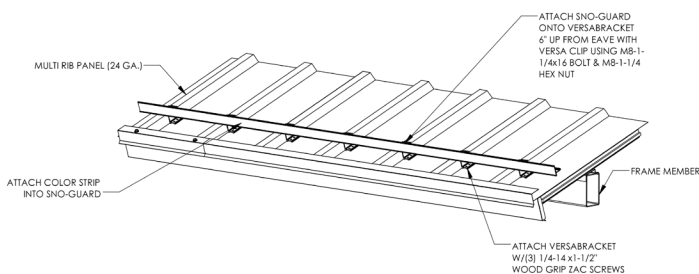
- Compatible with standing seam, multi rib, and mega rib roof profiles
- Available in matching roof colors
- Lasts the lifetime of the roof
- Retrofit into existing roof or incorporate into new design
- Standing seam clamps do not pierce the metal paneling
- Affordable cost with documented holding strength
- Lifetime material/defect warranty available
- Easy to install

Snow Guard Installation

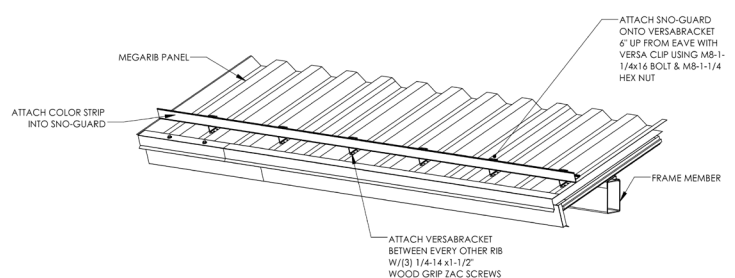
Standing Seam



Multi Rib

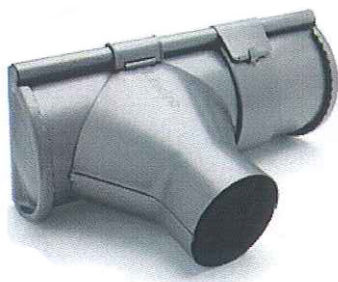


Mega Rib



PoliGuard[®] Rain Gutter System

The PoliGuard system combines the highest quality finish available with the exceptional strength and durability of steel to provide your shelter with the best looking, longest lasting rain gutter system available.



Description

- Fabricated of steel, the gutter system is a top choice of professionals for installations where robust duty is required and lasting performance is expected
- Able to withstand harsh conditions such as snow, ice, limbs, mowing equipment, baseballs, ladders, etc., forces that would quickly compromise an aluminum gutter
- The gutter and downspout offer centuries old classic looks that will complement the look of your shelter
- Low profile makes it less visually obtrusive and the distinctive rolled outer edge of the gutter makes the profile very strong
- The shallow half round gutter profile assists with self-cleaning, allowing leaves and other light debris to be carried away with the wind

Features

- 24 gauge Galvanized G90 steel
- 5" gutter / 3.5" downspout
- Easy to assemble, no special tools required
- Self cleaning
- Low profile
- Welded corners
- Gutters & downspouts powder coated to match frame using Poligon's Poli-5000 super-durable powder coat finish

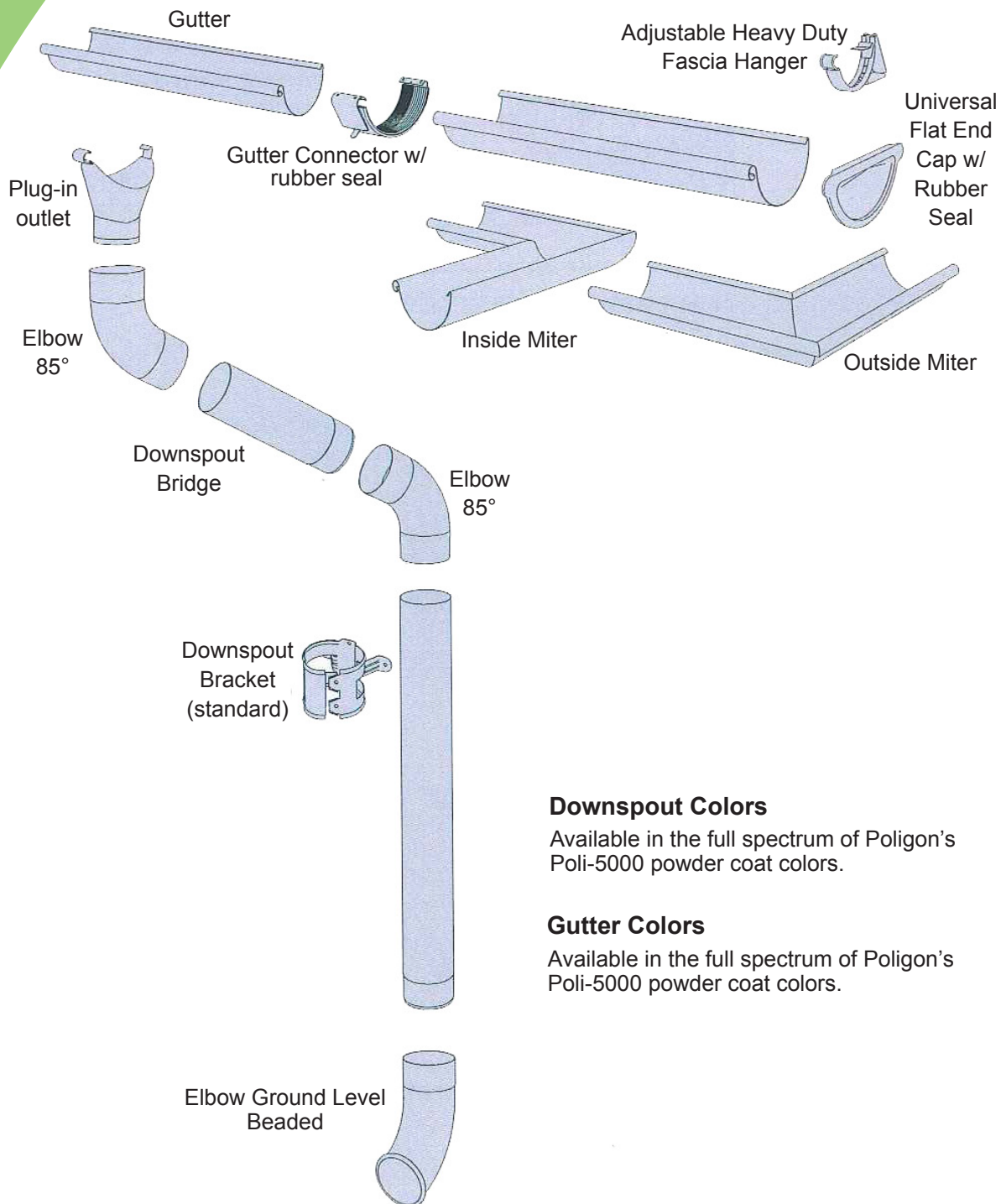
poligon[®]

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WWW.POLIGON.COM

PoliGuard[®] Rain Gutter System

Components



Downspout Colors

Available in the full spectrum of Poligon's Poli-5000 powder coat colors.

Gutter Colors

Available in the full spectrum of Poligon's Poli-5000 powder coat colors.

Locating Electrical Cutouts

When Electrical Access is requested, we will provide a 1 1/8" diameter hole in the baseplate and a 3/4" hole in connection plates allowing passage of wire all the way into the center compression ring or tube, or ridge beam. When any additional holes are requested to allow wire runs into tension members, purlins, ridge beams, or other members, these holes will be considered as Electrical Cutouts. Round or rectangular cutouts, required for installation of electrical boxes or lighting, can also be specified. To ensure a flush mounting of the outlet, round columns will be equipped with a welded-in enclosure that accommodates a standard UL listed box. As placement of cutout holes can be critical to the structural condition of the building, all requests must be reviewed by our engineering department. All cutout requests must be made in writing and purchased prior to the engineering of the shelter. Customers who cut their own holes in structural members may affect the structural integrity of the shelter. Any unauthorized field cutouts will void the warranty on the shelter. Please contact your representative to coordinate with Poligon for approval of cutouts.

Instructions

- Marking up Sheet 2 of submittal drawings when ordering the structure ensures a more accurate cutout placement. If the submittal set is not available, indicate on views as shown at right by marking wire run and cutout locations on member(s). Special size cutouts need to be communicated at order.
- Indicate on which side of member the cutout is to be located.
- Dimension the exact location to place cutout.
- Provide sketch of cutouts with dimensions.
- If not specified to the bottom, center, or top of cutout, dimension will be taken to the bottom of the cutout.

Definition of Side

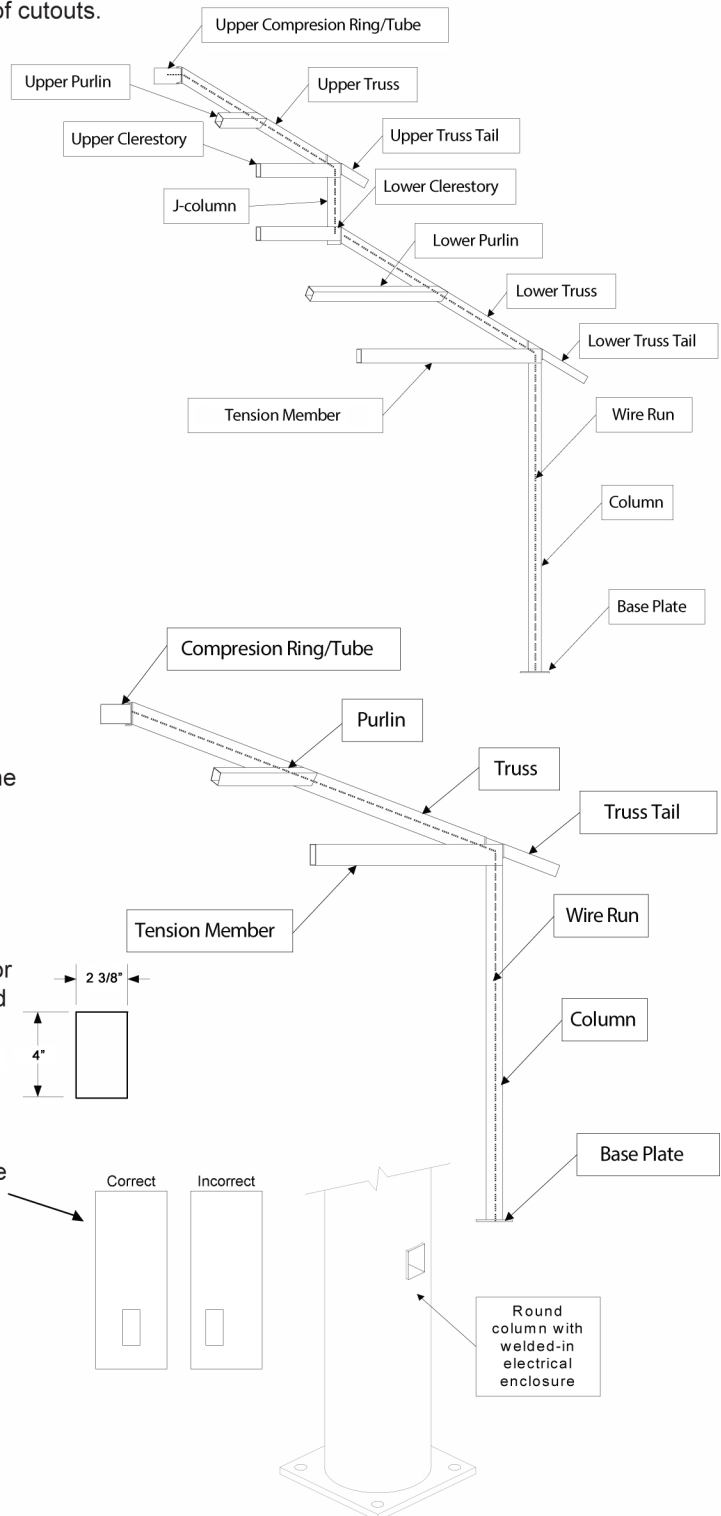
- Top Side: Side facing up; roofing side.
- Bottom Side: Side facing down; toward grade.
- Interior Side: Inside face of the member.
- Exterior Side: Outside face of the member.
- Left Side: Left side of a column or truss when viewed from the exterior side of the structure.
- Right Side: Right side of column or truss when viewed from the exterior side of the structure.

Sample Cutout Location Callouts

- "Electrical cutouts to be centered on every other lower purlin on the bottom side, total quantity of 3; cutout dimensions: 3/4" dia."
- "Single receptacle cutout 24" above grade to bottom of cutout on one column, interior face."

Where can I have cutouts?

- We typically place cutout areas on the inside of the column 18" (for an outlet) to 48" (for a switch) from the finished floor. The standard rectangular size is 2 3/8" x 4" and round size is 13/16". If sconces (wall mounted lights) are required, cutouts will be placed higher on the column.
- Cutouts we will avoid:
 - Within 12" of a structural joint.
 - Cutouts not centered on column or steel member (too close to either side of the radius).
 - Oversize cutout.
 - J-column (short vertical columns on clerestories), we are able to run electrical through j-columns and out the bottom cover plate.



Roof

Structures



Roof Colors

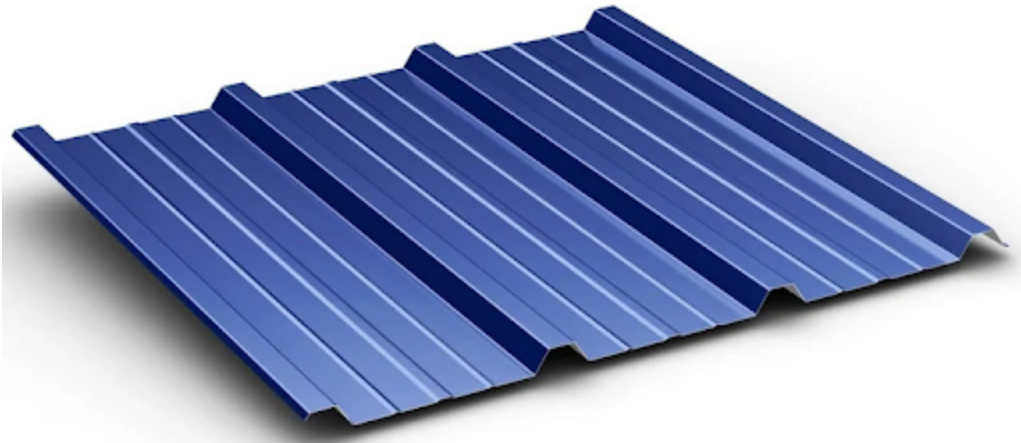
[Launch Color Configurator](#) 

Metal Roofing

Poligon offers three types of metal roof decking for structures. Each one is sourced from McElroy Metal, a trusted vendor partner for over 30 years, and they come standard as 24 gauge with a Kynar 500 factory applied finish. Poligon offers 30 standard colors, with the underside of the decking being off-white. Each profile can be specified for their unique features and benefits. All Poligon roofing options are engineered to required building code. Trim is supplied on all metal roof types.

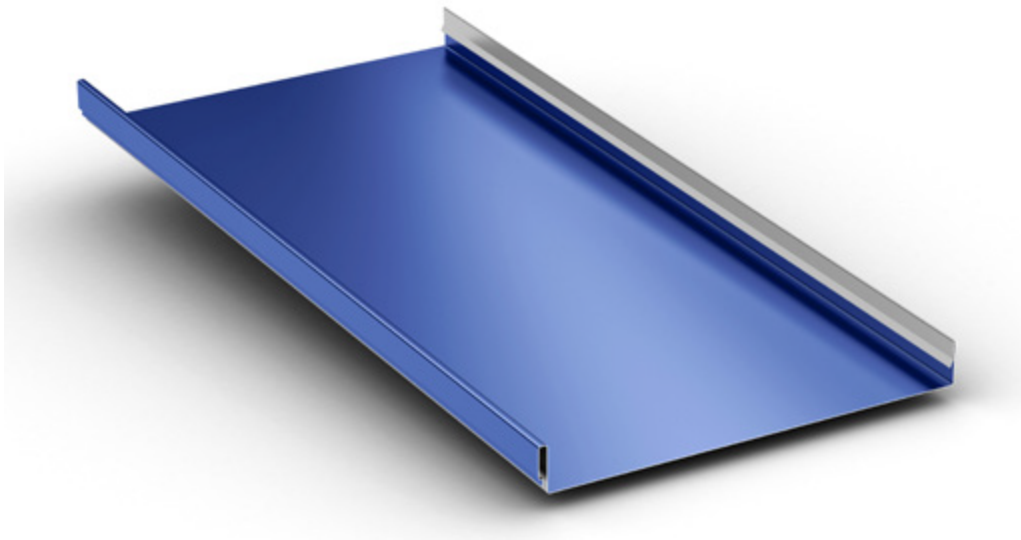
Multi-Rib

- Poligon's most popular and economical roof deck
- Attached to frame with self-tapping screws and gaskets, color matched to roof
- Factory cut panels



Standing Seam

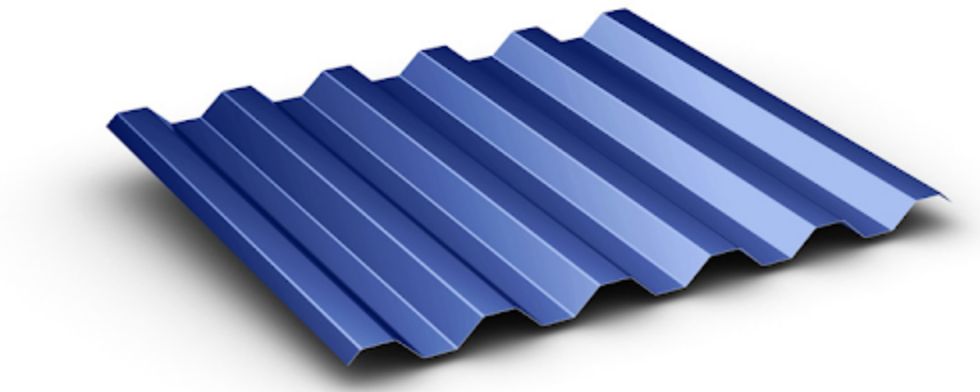
- Offers a flush underside and clean aesthetic (no visible fasteners)
- Cut and hemmed on site by installer
- Standing seam only roofs available in 22 gauge only
- Supporting deck may be required in regions with high wind or snow load requirements



Mega-Rib

- Corrugated profile offers a unique aesthetic for canopies
- Utilized for rolled/curved roof application

- Factory cut panels



Roofing

Poligon offers supporting roof decks when specified. Supporting roof decks are used to offer both function and style to outdoor structures. The addition of wood warms up the underside of the canopy, while also adding strength, structure, and improved acoustics. Felt underlayment is also included.

Tongue & Groove Unstained

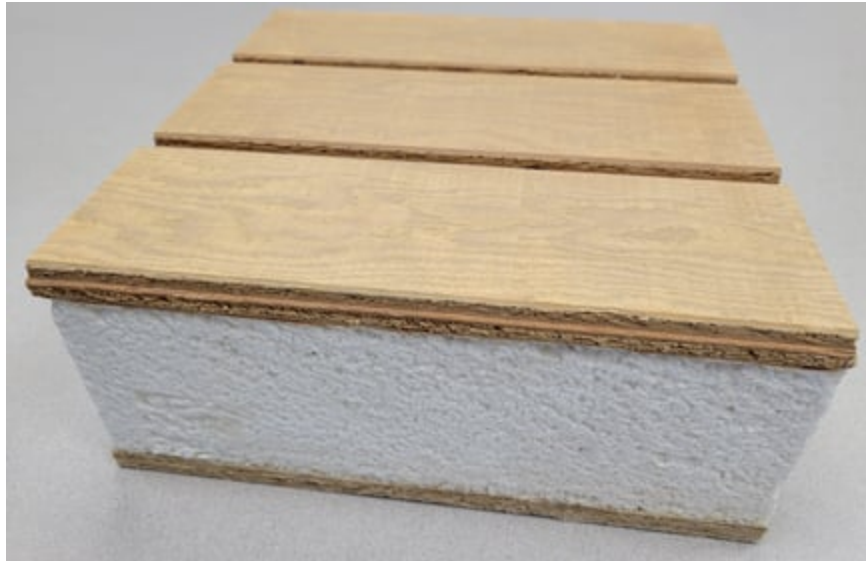
- 2x6 Southern Yellow Pine
- Up to 16' lengths are cut to fit on site by installer

Tongue & Groove Factory Stained

- Multiple stain options
- 2x6 Hem Fir
- Up to 16' lengths are cut to fit on site by installer

Structural Insulated Panels (SIPs)

- Provides insulative properties for sound and heat
- Expanded Polystyrene sandwiched between OSB and grooved Douglas Fir siding creating a T&G aesthetic on the underside
- Multiple factory stain options (unstained not available)



Additional Roof Options

Transparent/Translucent

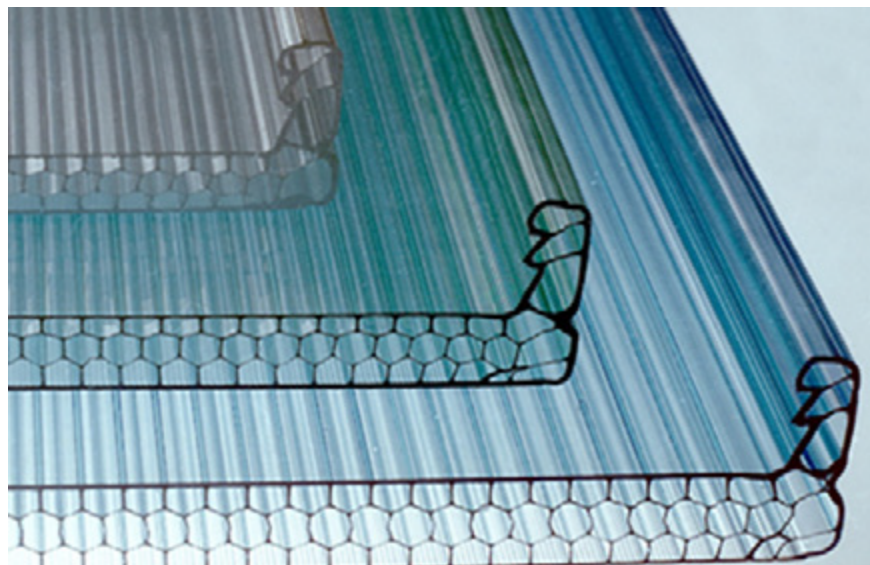
Monolithic Polycarbonate

- Panel with a standing seam and batten system to ensure water will not penetrate
- Available in 6 standard translucent and transparent options
- More economical solution than glass
- Must be installed by a certified Kingspan Light & Air Installer



Honeycomb Polycarbonate

- Honeycomb pattern translucent panel
- Used in applications where code or design prohibits monolithic
- More economical than monolithic and lighter than glass
- Must be installed by certified CPI installer



Corrugated Polycarbonate

- Impact resistant and virtually unbreakable
- Blocks 99.9% of harmful UV radiation
- Lightweight – less than half the weight of glass



Decorative

Laser Cut Aluminum Panels

- Various standard patterns
- Many unique powdercoat finishes available
- Fully engineered solution meeting local building code loading requirements
- [Learn More](#)



Traditional

Asphalt Architectural Shingles

- 30 Year Warranty
- Traditional aesthetic
- Supporting roof deck required



Trellis Latilla

Steel

- Powdercoated to match the framing
- Sizing can be uniquely specified to enhance aesthetic and shade cast
- 7 end-beam design options



Artisan Wood

- Ipe - Brazilian hard wood that provides the most durability
- Mahogany - Adds a unique rich color tone to a trellis
- Cedar - Most economical, available in rough or smooth finish
- Accoya - Engineered wood, lighter natural color
- Multiple end beam design options



Ready to get started?

Send us your project details and your local dealer will get back to you with information and pricing.

[Request a Quote](#)

[Why Poligon](#)



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Finish Options

Poligon offers four finish options to enhance and preserve your steel open air structure:

- > **Poli-5000® Powder Coat**
- > **Galvanized**
- > **Antiquity**
- > **Powder Coat over Galvanized**

Each finish option offers a unique combination of color, style, and corrosion protection that is tailored to your site location and the demanding elements it needs to withstand.



- > **Poli-5000® Powder Coat** - The most durable powder coat finish system in the industry. Steel is shot blasted to a near white condition, given a phosphate wash, coated with an epoxy primer, and then followed with a coat of polyester TGIC powder formulated for maximum UV protection, adhesion, and fade resistance. The Poligon Poli-5000 process is a completely in-house system and is available in a wide range of smooth, textured, and metallic colors.

Additional benefits include:

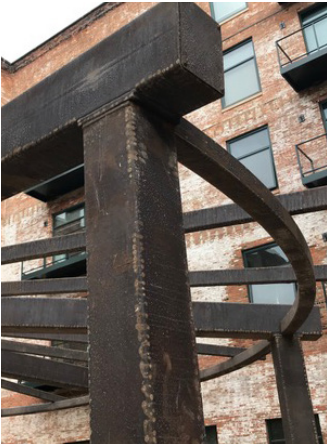
- Higher surface hardness/scratch resistance than common liquid coatings
- Reduced chance of damage to coating during installation
- High resistance to cleaners and chemicals
- High resistance to wind-borne abrasives
- Certified by the Powder Coating Institute as PCI-4000®



- > **Galvanized** - A basic, long-accepted method of protecting steel from corrosion, galvanizing is the process of coating steel with zinc using a hot bath process. Galvanizing is considered the best corrosion protection process available for steel components and is commonly used where exposure to salt air is anticipated. The galvanizing process results in a random, spangled finish that can also have alternating areas of haze and sheen.

Additional benefits include:

- The zinc finish causes a cathodic process, protecting the steel substrate
- The zinc corrodes very slowly giving long lasting protection
- The complete dip coverage of zinc gives 100% protection of steel components
- Extremely durable, with little or no maintenance required
- The best and toughest protection available



- > **Antiquity** - A Polygon finish that creates the look of time-weathered steel. Antiquity is a finish system that combines hot dip galvanizing, the best means of corrosion protection, with a secondary stain etching process that results in a varied rustic brown color. A shelter protected with the Antiquity finish will not appear new but rather as one that has been in place for decades.

Additional benefits include:

- Antiquity process uses no resins or color solids, therefore color will not fade
- While components appear as corroded, no long-term staining of site elements will occur
- The finish creates a unique, permanent, earth tone color that blends naturally
- The galvanized layer is not compromised
- As an etching process, the Antiquity finish has little vulnerability to abrasion or wear



- > **Powder Coat over Galvanized** - The combination of hot dip galvanizing with TGIC powder coating combines the ultimate corrosion protection with the color selection of super-durable powder coating. This long-sought combination has been difficult to successfully achieve but a new proprietary process is now making this finish combination available. Due to the galvanizing process, there will be noticable texture areas in the final powder coat finish.

Additional benefits include:

- All of the powder coat and galvanized benefits combined together
- Longer lasting than any other finish alone - "synergistic effect"
- Powder coat layer acts as a barrier to protect the galvanized layer
- Galvanized layer prevents moisture from getting under powder coat layer
- Largest selection of powder coat colors and textures for finished look

Please contact us to request a finish sample or to learn more about our processes and which one would best suit your next project.



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poligon® | Umbra Panels

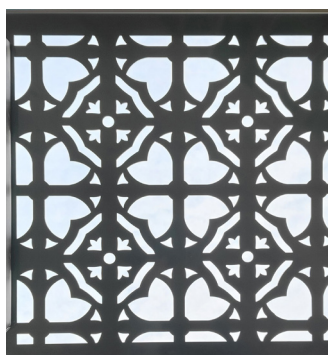
Umbra Laser-Cut Panels

Add artistic shade to your next structure with Poligon's Umbra laser-cut panels. Designed to create unique shadows and dappled shade, laser-cut designs mimic the feeling of sitting under a tree providing creative designs on the ground throughout the day.

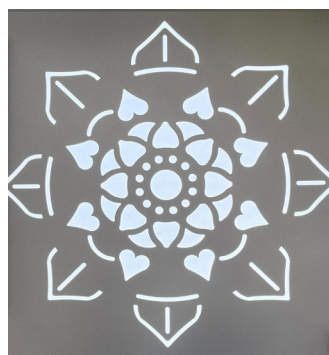
- Aluminum panels
- Fully engineered solution meeting local building code loading requirements
- Finite element analysis (FEA) of our aluminum perforated panels
- Various standard patterns
- Available in our standard powder coat colors
- 10 year warranty



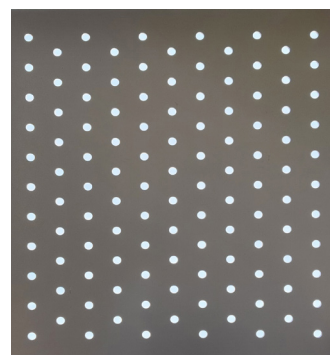
Vines



Geometric



Flower Mandala



Perforated

Umbra laser-cut panels can be added to a variety of Poligon structure frames as a stand-alone roof type or in combination with trellis members. They are directly mounted to steel frame members with self-drilling screws for quick and easy installation.



Applications

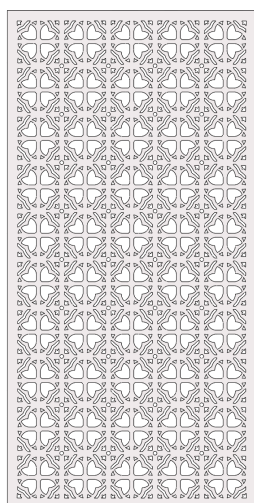
Umбра panels are available for a variety of applications, including:

- Overhead shade
- Decorative railings
- Privacy dividers
- Cladding
- Screens

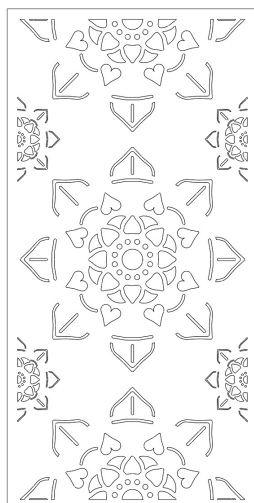
If you would like to discuss a design not seen below, please talk to us about custom patterns.



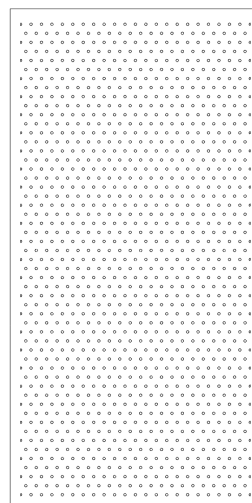
Vines



Geometric



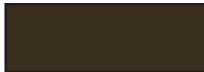
Flower Mandala



Perforated

(1/2" holes, 2" on center staggered)

Standard Powder Coat Finishes

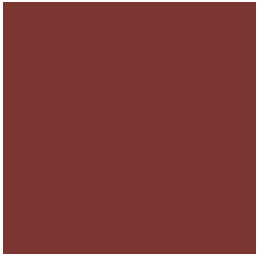
					
Glacier White *	Ash Gray*	Fox Hollow Gray	Greystone*	Slate	Bumper Black*
					
Linen	Almond	Surrey Beige*	Canvas Taupe	Coastal Khaki	Suede
					
Barkwood	Tudor Brown*	Patrician Bronze	Pomegranate	Black Cherry	Arctic Ice
					
Mystic	Harbor Blue*	Sea Glass	Juniper	Olive Tree*	Hunter Green*
					
Red Baron	Streak Blue	Daffodil	Flint	Uptown Bronze	Silver Frost

*Represents frame colors also available in matte finish.

Due to the nature of printed materials, colors vary slightly from the swatches shown. Please request actual color sample.



Frame & Roof COLORS

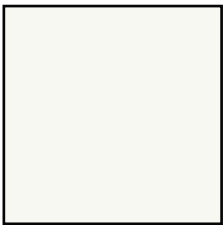


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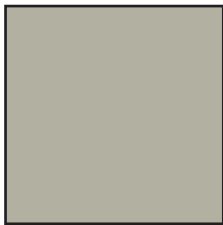
Frame Colors (Poli-5000® Certified)

The most durable frame finish available in the industry.

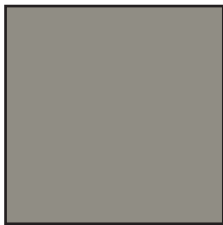
The Poli-5000® Super-Durable TGIC powder coat offers excellent outdoor durability and fade resistance to our steel shelter frames. It is tough, resilient, and will withstand harsh environments while retaining its smooth, high-gloss or matte finish for years to come.



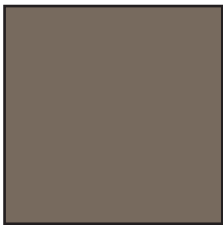
Glacier White *



Ash Gray*



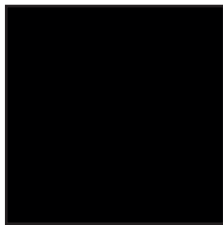
Fox Hollow Gray



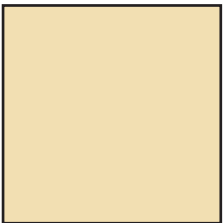
Greystone*



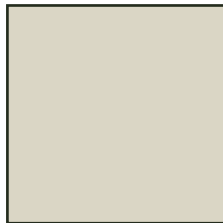
Slate



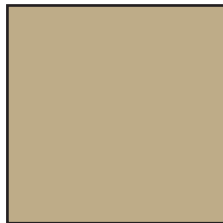
Bumper Black*



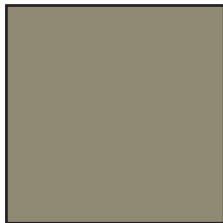
Linen



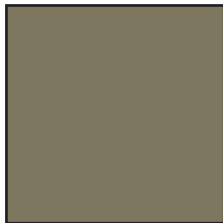
Almond



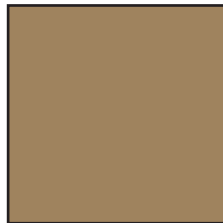
Surrey Beige*



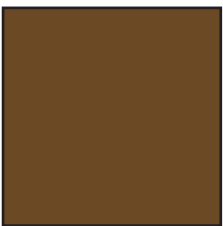
Canvas Taupe



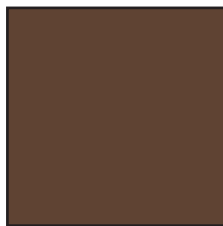
Coastal Khaki



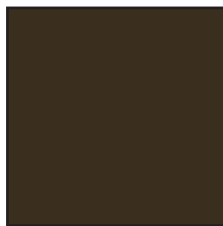
Suede



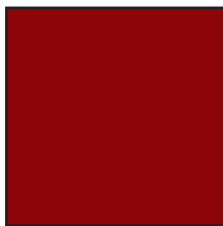
Barkwood



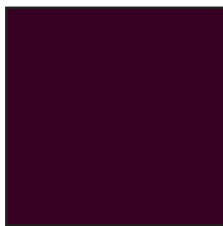
Tudor Brown*



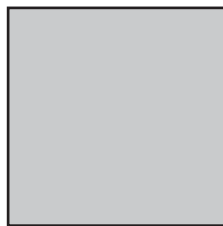
Patrician Bronze



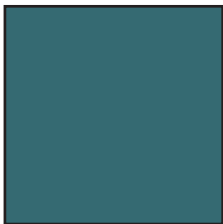
Pomegranate



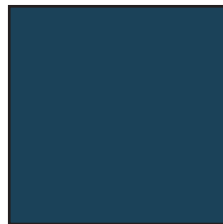
Black Cherry



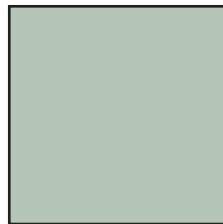
Arctic Ice



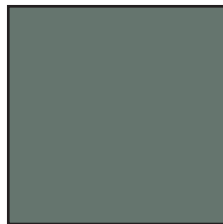
Mystic



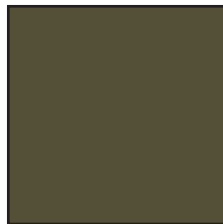
Harbor Blue*



Sea Glass



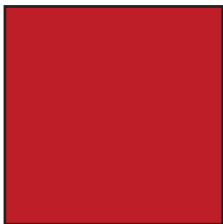
Juniper



Olive Tree*



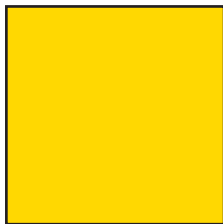
Hunter Green*



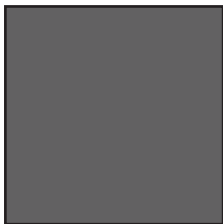
Red Baron



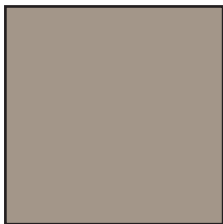
Streak Blue



Daffodil



Flint**



Uptown Bronze**

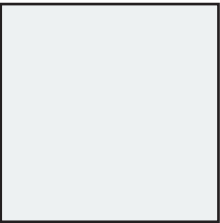
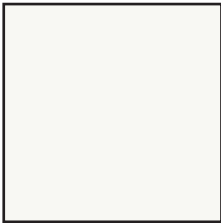
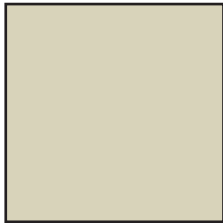
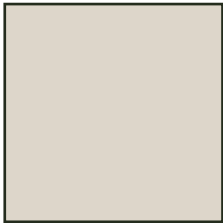
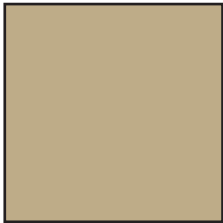
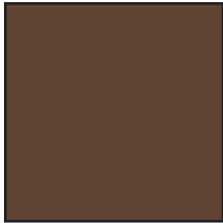
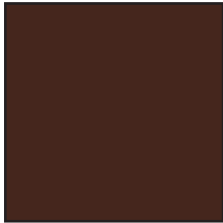
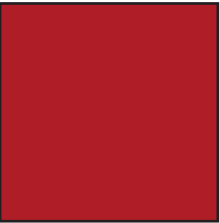
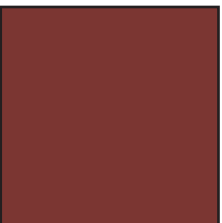
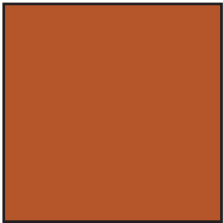
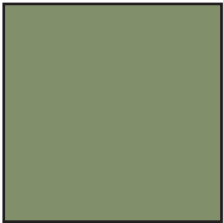
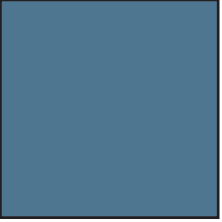
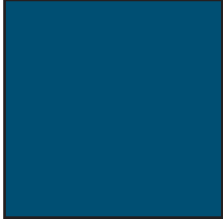
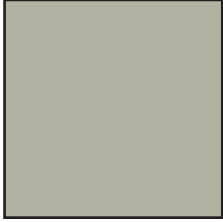
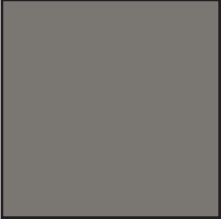
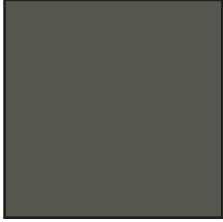
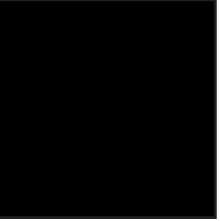
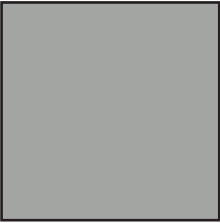
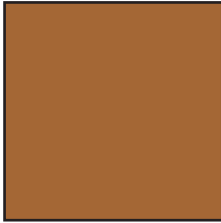
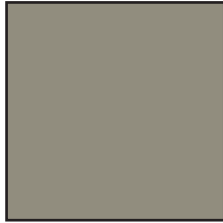
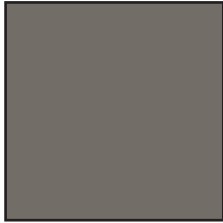
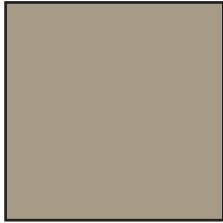


Silver Frost**

*represents frame colors also available in matte finish
**represents frame colors available with a slight upcharge

Roof Colors (Kynar-500® Certified)

Providing protection against weathering to extend the life of your roof.
Kynar-500® PVDF resin-based coatings offer excellent protection to our metal roofs. The high-performance fluoropolymer resin, with its extraordinary capability to retain color and gloss, keeps your painted metal roof looking vibrant and appealing.

					
Regal White	Bone White	Sandstone	Almond	Surrey Beige	Buckskin
					
Medium Bronze	Tudor Brown	Mansard Brown	Patrician Bronze	Dark Bronze	Brite Red
					
Colonial Red	Brandywine	Terracotta	Patina Green	Evergreen	Hartford Green
					
Roman Blue	Regal Blue	Ash Gray	Slate Gray	Charcoal	Matte Black
					
Silver Metallic*	Copper Penny*	Leadcoat*	Preweathered Galvalume*	Champagne Metallic*	Galvalume Plus

*represents roof colors available with a slight upcharge

Frame & Roof Finish Technical Data



We are certified by the Powder Coating Institute as PCI-4000. This means that we ensure all of our products are produced with a high quality powder coated frame. As a certified coater, we have developed a methodology to continually improve and enhance our power coating process, giving you the best product available on the market.

Poli-5000® Durability & Longevity Testing

Test Description	Test Method	Poli-5000® Results
Salt Spray Resistance	ASTM B 117 / ASTM D 1654 Method 2 (No scraping)	10,000 hours, no creep from scribe line, rating of 10
Humidity	ASTM D2247-02	5,000 hours with no loss of adhesion or blistering
UV Light Resistance	ASTM G154-04 - 2,000 hours of exposure. Alternate cycles (4 hours UVA and 4 hours condensation)	A) No chalking B) 75% color retention C) Color variation - max 3.0 E variation CIE formula (before and after 2,000 hours of exposure)
Stain Resistance	ASTM D1308 - 2e1 24 hours exposure with 10% concentration	No stain from the following: Mustard, Tannic Acid, Ketchup, Citric Acid, Coffee, Tartaric Acid, Cola, Oleic Acid, Lactic Acid, Orange Juice
Scratch Resistance	Hoffman Scratch Hardness Tester	No substrate appearance with 1,000 gram load
Adhesion	ASTM D3359-02	ASTM Class 4B rating or better
Impact Resistance	ASTM D2794-93	100 in lbs. without cracking
Hardness	ASTM D6636-92a	2H min. - no indentation
Flexibility	ASTM D522-93a	1/8" no cracking or loss of adhesion at bend
Abrasion	Taber abraser CS10 Wheel (1,000 mg. load)	14 mg. max weight loss per cycle
Solvent Resistance	50+ MEK rubs	Minimal to no dulling or color removal

Poli-5000® Frame Finish

Excellent Durability

- Higher surface hardness / scratch resistance
- Reduced chance of damage to coating during installation
- High resistance to cleaners and chemicals
- High resistance to wind borne abrasives

Superior Exterior Performance

- High resistance to salt spray
- High resistance to chalking
- High resistance to film coating erosion
- Excellent color and gloss retention

Kynar-500® Roof Finish

This high-performance fluoropolymer resin withstands the rigors of nature and time with its extraordinary capability to retain color and gloss. Noted by architects around the world, our Kynar-500® coated roofs will keep your shelter looking its best for years to come.

Technical Notes

Custom colors are available for frames and roofs. Such colors may incur an up charge, require extended lead times, and have minimum order requirements. Custom roof colors may not be Kynar-500®. Consult with Poligon for details.

Connect with Poligon

Our knowledgeable sales staff will answer your questions, forward materials, or refer you to a representative in your area.



www.poligon.com | 616.888.3500



PROJECT:

LOCATION:

BUILDING TYPE: LEF-8x14

ROOF TYPE: MULTI-RIB

BUILDING NUMBER:

ORDER NUMBER:

QUOTE NUMBER:

DRAWING LIST:

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT

CERTIFICATES:
MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY NO. 21-0819.13
PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

FABRICATOR APPROVALS:
CITY OF PHOENIX, AZ APPROVED FABRICATOR #C08-2010
CITY OF LOS ANGELES, CA APPROVED FABRICATOR #FB01596
CITY OF RIVERSIDE, CA APPROVED FABRICATOR #SF_000042
CITY OF HOUSTON, TX APPROVED FABRICATOR #470
CLARK COUNTY, NV APPROVED FABRICATOR #264
STATE OF UTAH APPROVED FABRICATOR 02008-14
AISC APPROVED FABRICATOR C-00018751

MATERIALS:		ASTM DESIGNATION
DESCRIPTION		
TUBE STEEL		A500 (GRADE B)
SCHEDULE PIPE		A53 (GRADE B)
RMT PIPE		A519
LIGHT GAGE COLD FORMED		A1003 (GRADE 50)
STRUCTURAL STEEL PLATE		A36
ROOF PANELS (STEEL)		A653



GENERAL NOTES:
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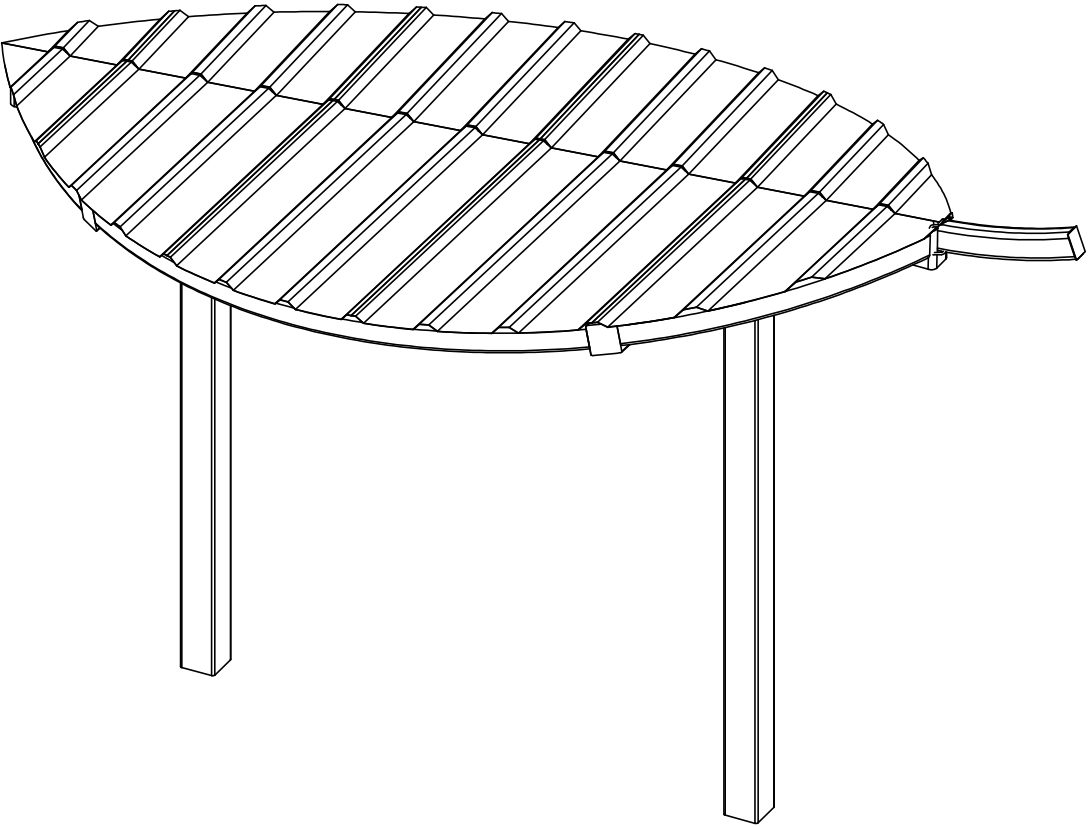
STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATION MANUAL.

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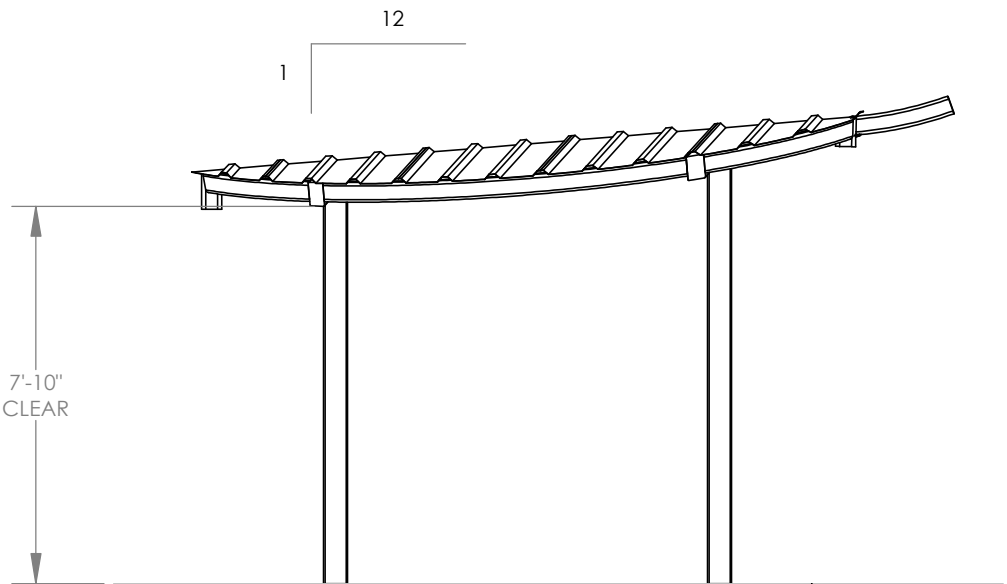
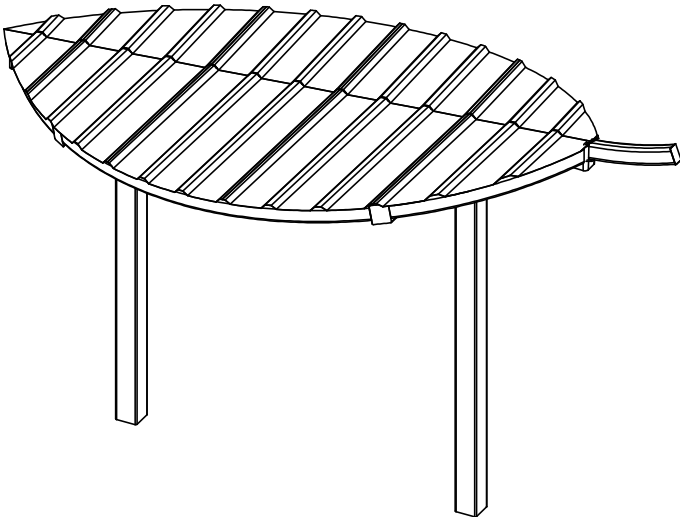
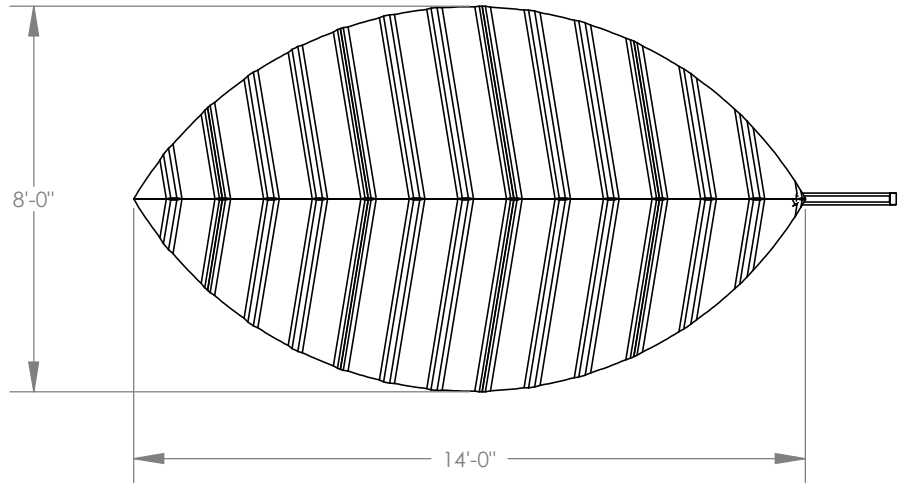
MAIN: (616) 888-3500

FIELD SUPPORT: (616) 888-3504

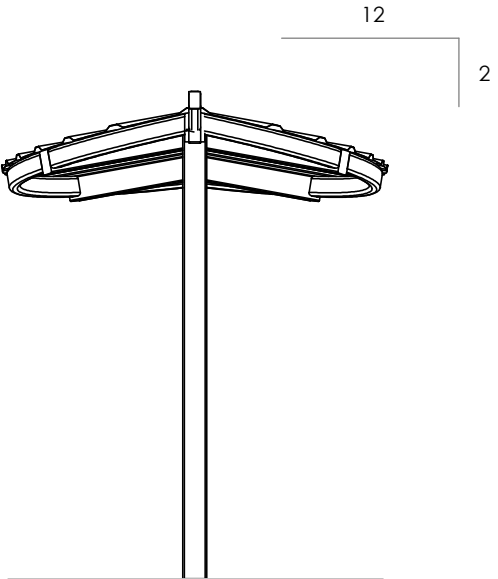
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SCALE:	1:30			JOB NO:		LOCATION:	
				CAD MODEL:	~LEF-8x14-E1W	DRAWING:	COVER SHEET
						SHEET	CS

GENERAL ROOF NOTES:

- 1. METAL ROOFING:
 - 24 GAUGE
 - GALVALUME COATED
 - KYNAR 500 PAINTED
- 2. TRIM COLOR MATCHES ROOF
- 3. SEE POLIGON.COM FOR COLOR OPTIONS



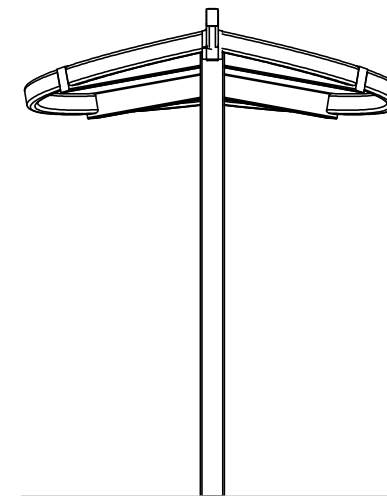
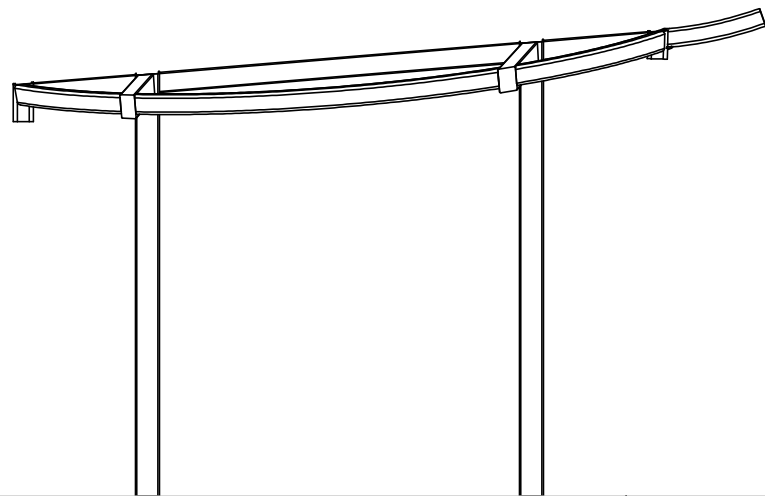
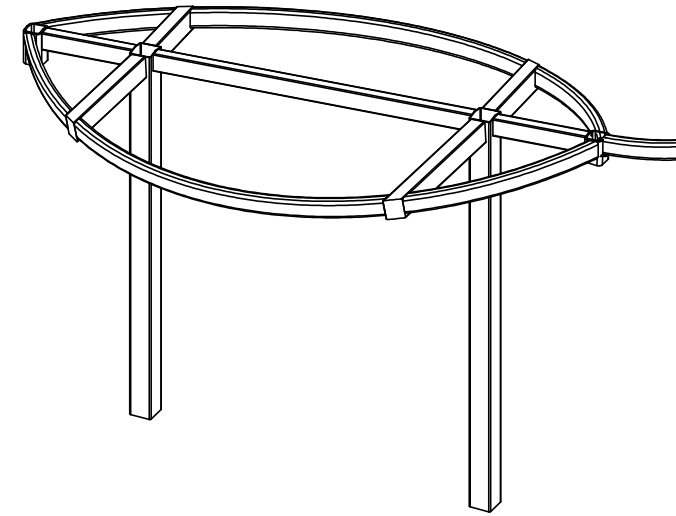
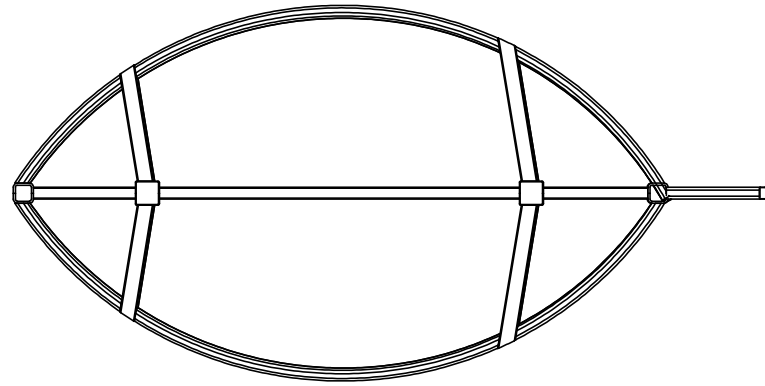
FINISH GRADE.
MOUNTING VARIES
BASED ON ENGINEERING
REQUIREMENTS.



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DRAWING: ARCHITECTURAL ELEVATIONS		
SCALE: 1:48	REV LEVEL: A	
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		SHEET 1



FINISH GRADE.
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BASEPLATE NOTES:

- 1. POLIGON ENGINEERING WILL DETERMINE REQUIRED BASEPLATE DESIGN AFTER ENGINEERING PACKAGE IS ORDERED.
- 2. CUSTOMER MAY SUGGEST PREFERRED BASEPLATE DESIGN.



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DRAWING: COLUMN LAYOUT		
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FRAME COLOR: SURREY BEIGE
ROOF COLOR: EVERGREEN

COLORS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FOR OTHER
COLOR SELECTIONS, PLEASE SUBMIT AN E1 DRAWING REQUEST.

LEF-8x14



PROJECT:

LOCATION:

BUILDING TYPE: LEF-12x23

ROOF TYPE: MULTI-RIB

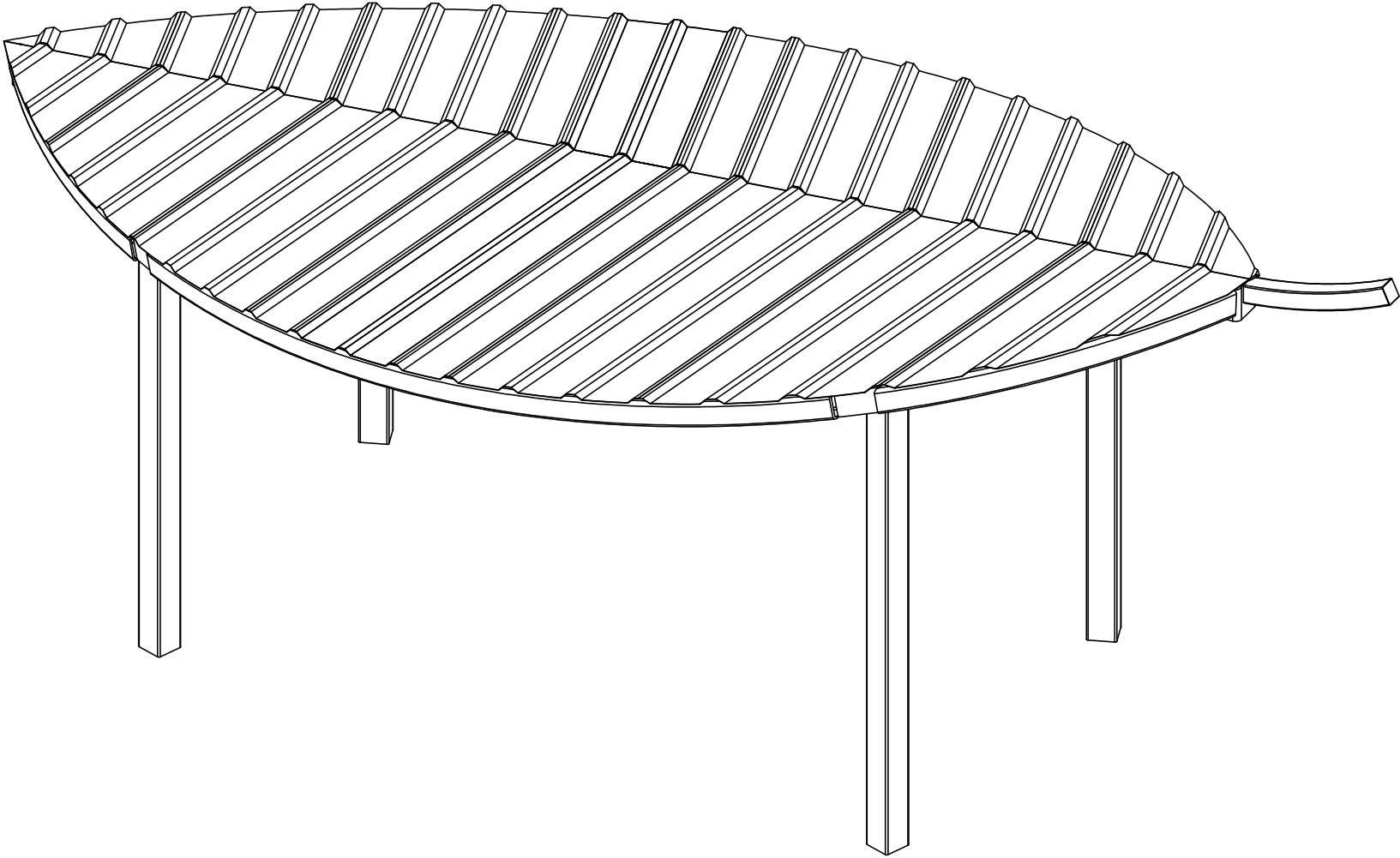
BUILDING NUMBER:

ORDER NUMBER:

QUOTE NUMBER:

DRAWING LIST:

SHEET NUMBER	DRAWING DESCRIPTION
CS	COVER SHEET
1	ARCHITECTURAL ELEVATIONS
2	STRUCTURAL FRAMING PLAN
3	COLUMN LAYOUT



CERTIFICATES:
MIAMI-DADE COUNTY CERTIFICATE OF COMPETENCY NO. 21-0819.13
PCI (POWDER COATING INSTITUTE) 4000 CERTIFIED

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DESCRIPTION	ASTM DESIGNATION
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SCHEDULE PIPE	A53 (GRADE B)
RMT PIPE	A519
LIGHT GAGE COLD FORMED	A1003 (GRADE 50)
STRUCTURAL STEEL PLATE	A36
ROOF PANELS (STEEL)	A653



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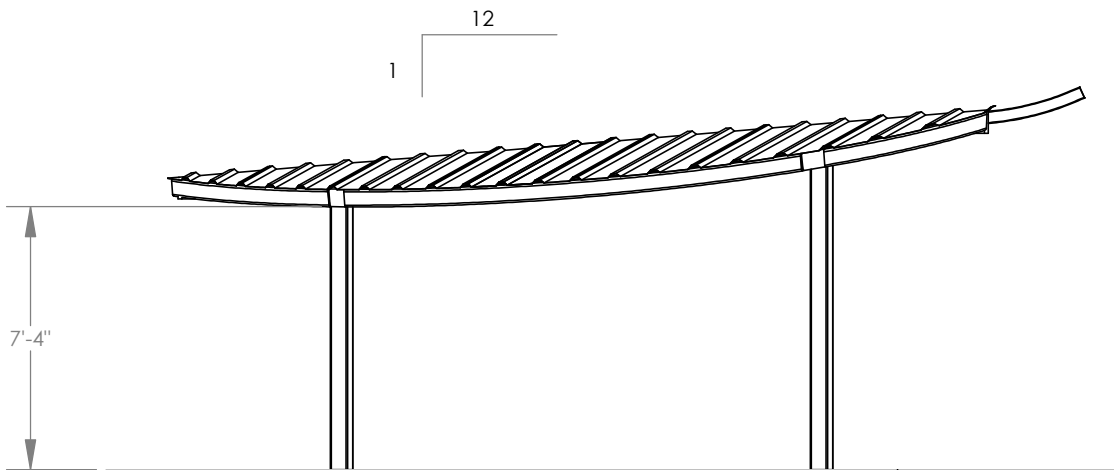
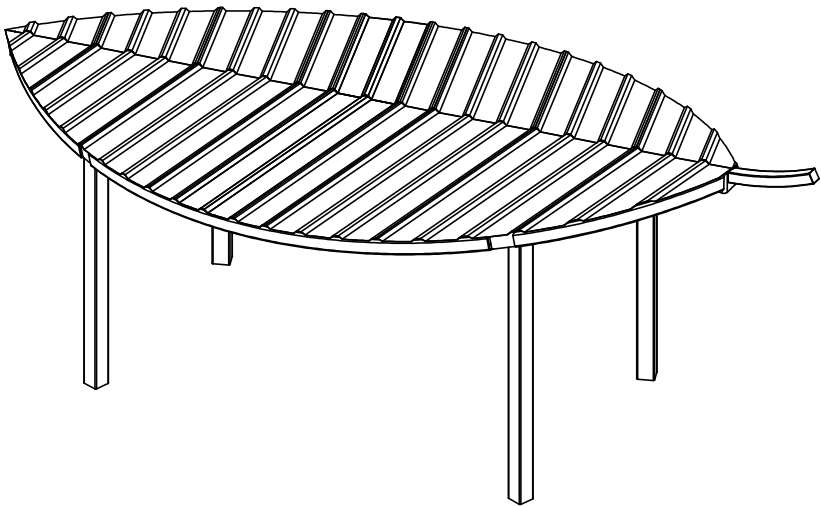
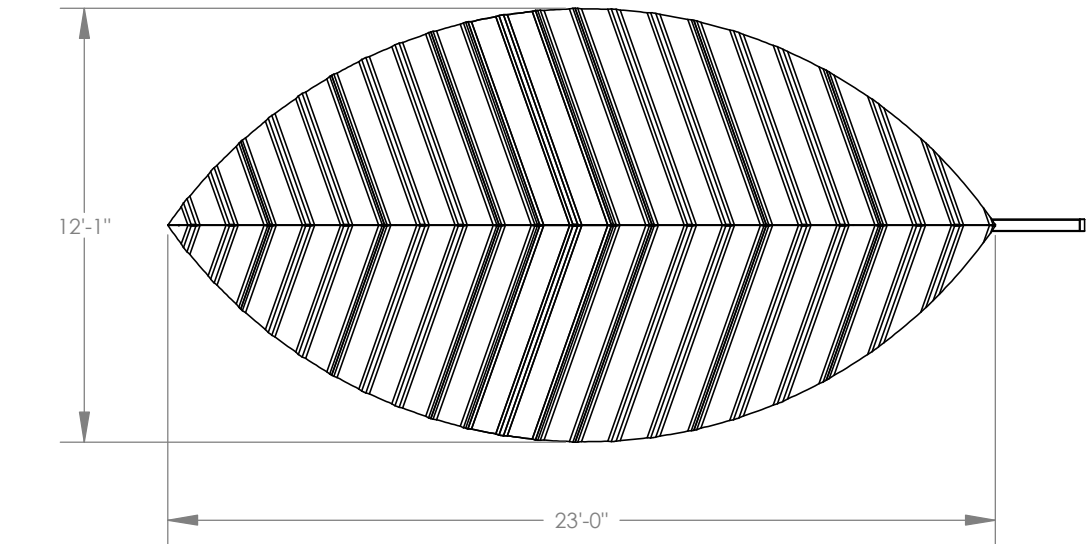
FIELD SUPPORT: (616) 888-3504

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SCALE:	1:32								
PROJECT:		PROJECT LOCATION:		DRAWING:	COVER SHEET				
				SHEET					

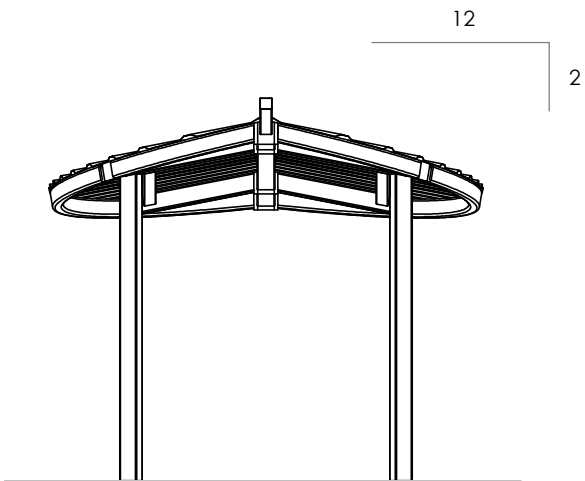
CS

GENERAL ROOF NOTES:

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 - GALVALUME COATED
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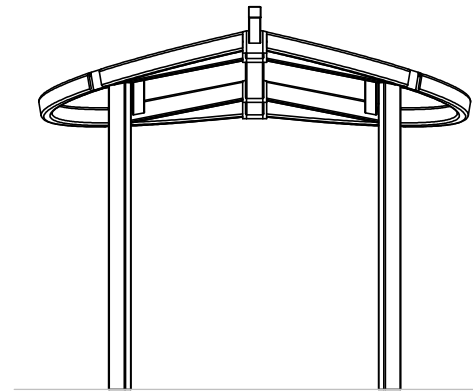
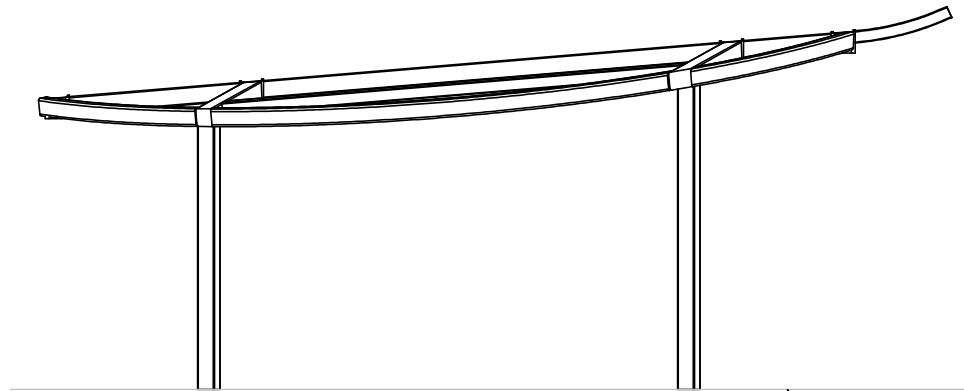
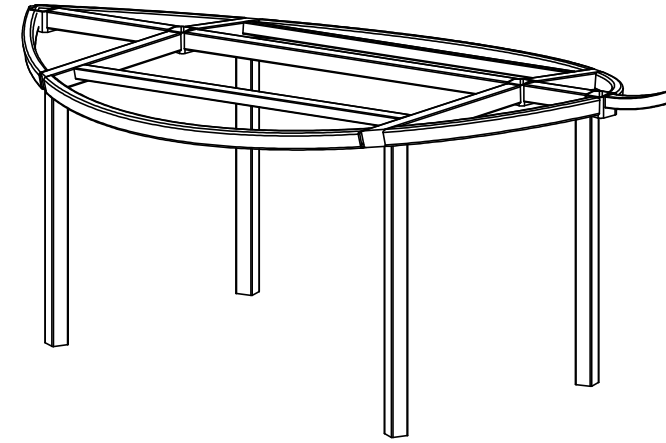
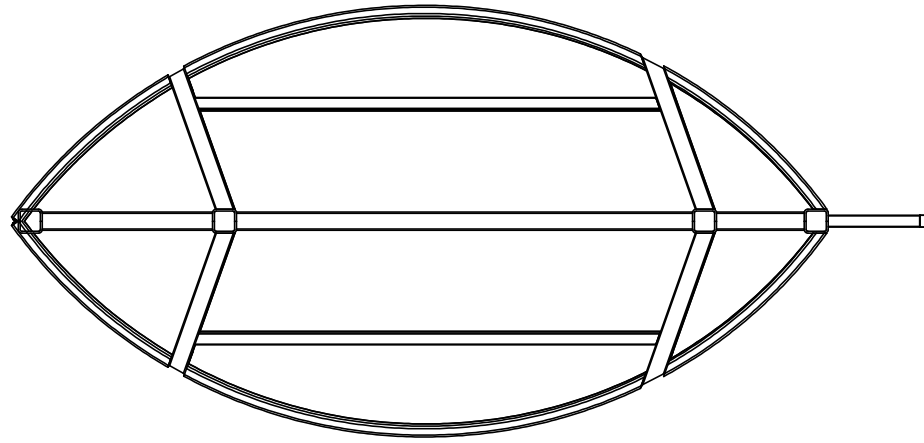
FINISH GRADE.
MOUNTING VARIES
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DRAWING: ARCHITECTURAL ELEVATIONS		
SCALE: 1:64	REV LEVEL: A	
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		SHEET 1



FINISH GRADE.
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DRAWING: STRUCTURAL FRAMING PLAN		
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		SHEET 2

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DRAWING: COLUMN LAYOUT		
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FRAME COLOR: SURREY BEIGE
ROOF COLOR: EVERGREEN
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LEF-12x23



4240 N 136th Ave
Holland MI 49424
Phone # (800) 264-7225
Fax # (877) 215-3869
sales@miracleplayground.com
www.poligon.com

Estimate Number	Poligon 1780
Estimate Date	10-03-2025
Expiration Date	11-02-2025

Customer	City of Fernley
Name	JessicaMurdock
Phone	+17757849850
Email	jmurdock@cityoffernley.org

Sales Rep	Eddie Lozada
Email	eddie.lozada@miracleplayground.com

Payment Terms	Net 30
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Project Name
Main Street Art Park - City of Fernley - Poligon Shades Opt1

Item # & Description	Quantity	Total
Poligon Poligon Shelter LEF12x23MR 12x23 foot leaf Multi Rib Primary roof 8' MCH	1	\$49,550.00
Poligon Poligon Shelter LEF8x14MR 8x14 ft Leaf Multi Rib primary roof 8' MCH	2	\$85,840.00
		\$135,390.00

Sales Tax \$0.00

Product Total \$135,390.00

Item	Description	Quantity	Rate
Stamped Drawings	Engineered Stamped Drawings	2	\$1,000.00
Freight Poligon	Freight Poligon Shipping and Handling Fees for Poligon Shade Structures. All shipping FOB Holland MI.	1	\$6,984.00
			\$7,984.00

Sales Tax \$0.00

Shipping, Handling and Non Taxable Services Total \$7,984.00

Grand Total	\$143,374.00
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NOTES AND EXCLUSIONS:

- This estimate shall not become binding until signed and returned for approval.
- A signature indicates acceptance of all terms, conditions, and prices listed.
- A signed quote will not substitute for a Purchase Order if one is required by the Customer. **Purchase orders should be made out to PorterCorp. Purchase orders to be mailed/emailed./faxed to Miracle Playground Sales 1101 California Ave, Suite 209, Corona CA 92881**
OR sales@miracleplayground.com OR faxed to 877-215-3869
- **The payment remittance address is 4240 N. 136th Ave Holland MI 49424**
- Exclusions: All Unloading, Storage, Installation, Site Work, Fees & Permits, outside of the quoted above.
- Wind loads are 105 mph and snow loads are 5 lb unless otherwise noted above.
- Polygon Structures are proudly and exclusively represented by Miracle Playground Sales
- **Please note, in most locations, any shade (METAL, FABRIC, or PLASTIC) in excess of 120 sqft requires a building permit.**
- **It is the CUSTOMER'S RESPONSIBILITY to confirm with the local building department if permitting is necessary.**
- **If permitting is necessary, it is the CUSTOMER'S RESPONSIBILITY to request, pay, and obtain these permits.**
- **WE will provide the stamped engineering that is required to obtain the permit – this is part of our quote. The CUSTOMER provides everything else such as permit application, fee payment, site plan, etc.**
- **Your shade order will not be placed in the manufacturing queue until you have provided us the approved drawings.**
- **Because the permitting process varies greatly between agencies, any stated lead time does NOT include the permitting process.**

QUALIFICATIONS

- Changes made to the drawings referenced will be reviewed and may affect pricing
- Pricing assumes standard Polygon colors from the current color chart.
- A checklist of all documents required to place structures into production will be provided by Miracle Playground Sales once the Purchase order is received. ALL items on the checklist must be provided prior to releasing structure(s) into fabrication.
- If anchor bolts are listed above, we will need to know PRIOR to ordering if the anchor bolts will need Mill Certifications.
- Any changes made to the structure after entering production will be charged a non-negotiable \$1000 fee.

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Design and Engineering

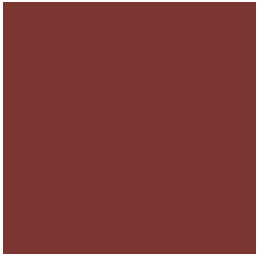
1. Pricing assumes Risk Category II for all structures with roof coverings and Risk Category I for all other structures (e.g. trellis, portal, etc.) as well as Wind Exposure C and clear wind flow as defined by ASCE 7, unless noted otherwise.
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Frame & Roof COLORS

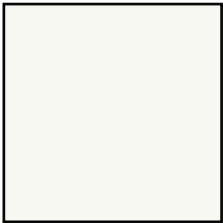


poligon®

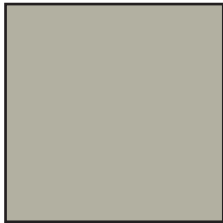
Frame Colors (Poli-5000® Certified)

The most durable frame finish available in the industry.

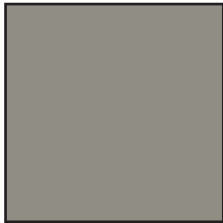
The Poli-5000® Super-Durable TGIC powder coat offers excellent outdoor durability and fade resistance to our steel shelter frames. It is tough, resilient, and will withstand harsh environments while retaining its smooth, high-gloss or matte finish for years to come.



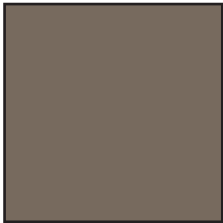
Glacier White *



Ash Gray*



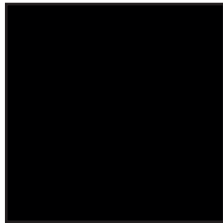
Fox Hollow Gray



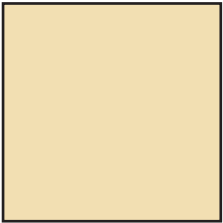
Greystone*



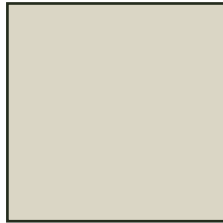
Slate



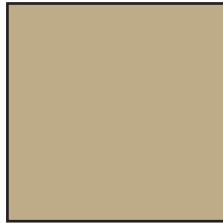
Bumper Black*



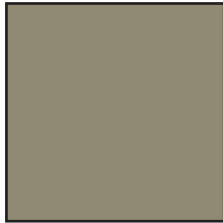
Linen



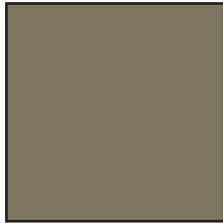
Almond



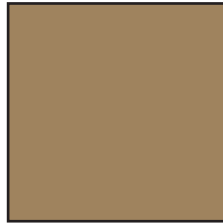
Surrey Beige*



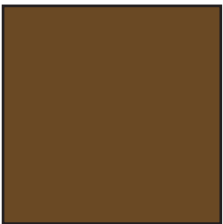
Canvas Taupe



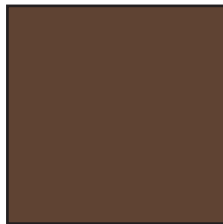
Coastal Khaki



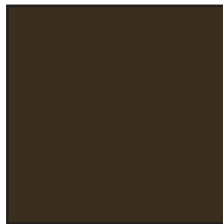
Suede



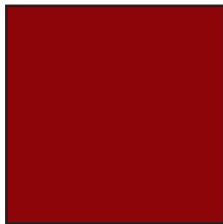
Barkwood



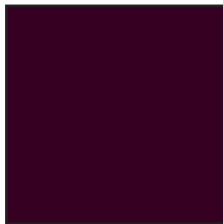
Tudor Brown*



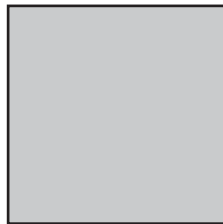
Patrician Bronze



Pomegranate



Black Cherry



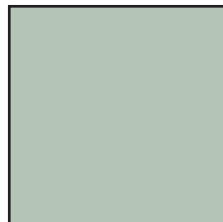
Arctic Ice



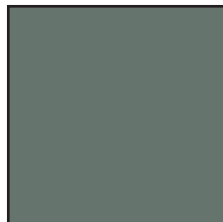
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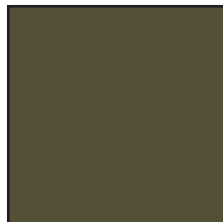
Harbor Blue*



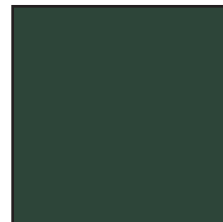
Sea Glass



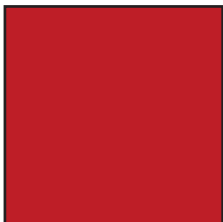
Juniper



Olive Tree*



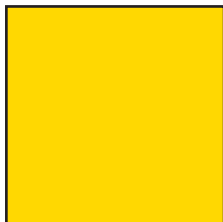
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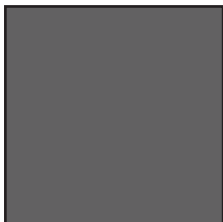
Red Baron



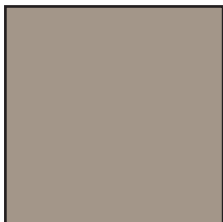
Streak Blue



Daffodil



Flint**



Uptown Bronze**



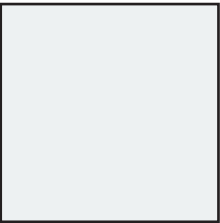
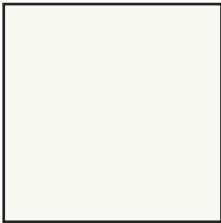
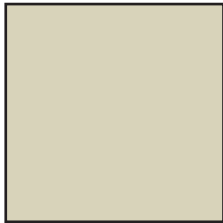
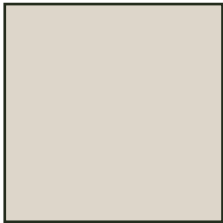
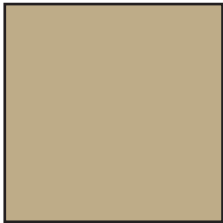
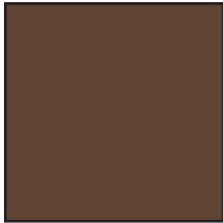
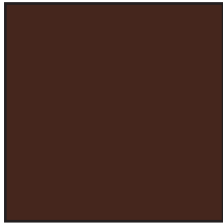
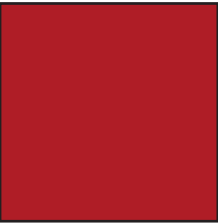
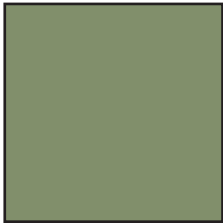
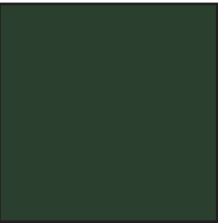
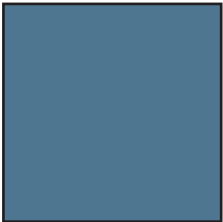
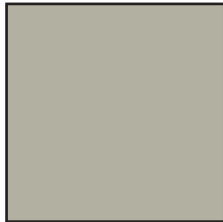
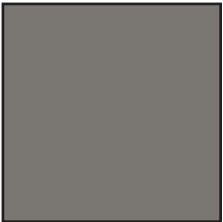
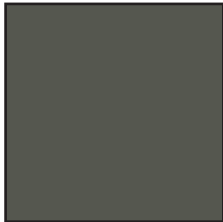
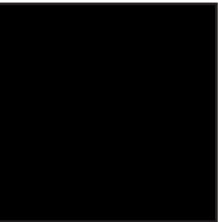
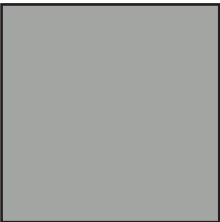
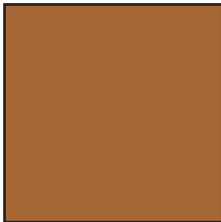
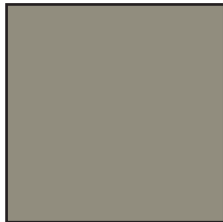
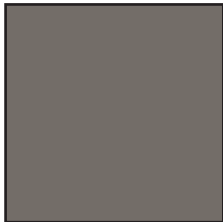
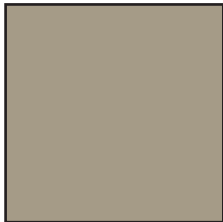
Silver Frost**

*represents frame colors also available in matte finish

**represents frame colors available with a slight upcharge

Roof Colors (Kynar-500® Certified)

Providing protection against weathering to extend the life of your roof.
 Kynar-500® PVDF resin-based coatings offer excellent protection to our metal roofs. The high-performance fluoropolymer resin, with its extraordinary capability to retain color and gloss, keeps your painted metal roof looking vibrant and appealing.

					
Regal White	Bone White	Sandstone	Almond	Surrey Beige	Buckskin
					
Medium Bronze	Tudor Brown	Mansard Brown	Patrician Bronze	Dark Bronze	Brite Red
					
Colonial Red	Brandywine	Terracotta	Patina Green	Evergreen	Hartford Green
					
Roman Blue	Regal Blue	Ash Gray	Slate Gray	Charcoal	Matte Black
					
Silver Metallic*	Copper Penny*	Leadcoat*	Preweathered Galvalume*	Champagne Metallic*	Galvalume Plus

*represents roof colors available with a slight upcharge

Frame & Roof Finish Technical Data



We are certified by the Powder Coating Institute as PCI-4000. This means that we ensure all of our products are produced with a high quality powder coated frame. As a certified coater, we have developed a methodology to continually improve and enhance our powder coating process, giving you the best product available on the market.

Poli-5000® Durability & Longevity Testing

Test Description	Test Method	Poli-5000® Results
Salt Spray Resistance	ASTM B 117 / ASTM D 1654 Method 2 (No scraping)	10,000 hours, no creep from scribe line, rating of 10
Humidity	ASTM D2247-02	5,000 hours with no loss of adhesion or blistering
UV Light Resistance	ASTM G154-04 - 2,000 hours of exposure. Alternate cycles (4 hours UVA and 4 hours condensation)	A) No chalking B) 75% color retention C) Color variation - max 3.0 E variation CIE formula (before and after 2,000 hours of exposure)
Stain Resistance	ASTM D1308 - 2e1 24 hours exposure with 10% concentration	No stain from the following: Mustard, Tannic Acid, Ketchup, Citric Acid, Coffee, Tartaric Acid, Cola, Oleic Acid, Lactic Acid, Orange Juice
Scratch Resistance	Hoffman Scratch Hardness Tester	No substrate appearance with 1,000 gram load
Adhesion	ASTM D3359-02	ASTM Class 4B rating or better
Impact Resistance	ASTM D2794-93	100 in lbs. without cracking
Hardness	ASTM D6636-92a	2H min. - no indentation
Flexibility	ASTM D522-93a	1/8" no cracking or loss of adhesion at bend
Abrasion	Taber abraser CS10 Wheel (1,000 mg. load)	14 mg. max weight loss per cycle
Solvent Resistance	50+ MEK rubs	Minimal to no dulling or color removal

Poli-5000® Frame Finish

Excellent Durability

- Higher surface hardness / scratch resistance
- Reduced chance of damage to coating during installation
- High resistance to cleaners and chemicals
- High resistance to wind borne abrasives

Superior Exterior Performance

- High resistance to salt spray
- High resistance to chalking
- High resistance to film coating erosion
- Excellent color and gloss retention

Kynar-500® Roof Finish

This high-performance fluoropolymer resin withstands the rigors of nature and time with its extraordinary capability to retain color and gloss. Noted by architects around the world, our Kynar-500® coated roofs will keep your shelter looking its best for years to come.

Technical Notes

Custom colors are available for frames and roofs. Such colors may incur an up charge, require extended lead times, and have minimum order requirements. Custom roof colors may not be Kynar-500®. Consult with Poligon for details.

Connect with Poligon

Our knowledgeable sales staff will answer your questions, forward materials, or refer you to a representative in your area.



www.poligon.com | 616.888.3500



4240 N 136th Ave
Holland MI 49424
Phone # (800) 264-7225
Fax # (877) 215-3869
sales@miracleplayground.com
www.poligon.com

Estimate Number	Poligon 1785
Estimate Date	10-07-2025
Expiration Date	11-06-2025

Customer	City of Fernley
Name	JessicaMurdock
Phone	+17757849850
Email	jmurdock@cityoffernley.org

Sales Rep	Eddie Lozada
Email	eddie.lozada@miracleplayground.com

Payment Terms	Net 30
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Project Name
Main Street Art Park - City of Fernley - Poligon Shades Opt2

Item # & Description	Quantity	Total
Poligon Poligon Shelter REK14x14MR 14x14 ft steel frame gable roof Primary roof: multi Rib Anchor bolt kit	2	\$37,280.00
Poligon Poligon Shelter REK12x22MR 12x22ft Steel frame gable roof Primary roof: Multi Rib Anchor bolt kit	1	\$22,480.00
		\$59,760.00

Sales Tax \$0.00

Product Total \$59,760.00

Item	Description	Quantity	Rate
Freight Polygon	Freight Polygon Shipping and Handling Fees for Polygon Shade Structures. All shipping FOB Holland MI.	1	\$9,400.00
Stamped Drawings	Engineered Stamped Drawings	2	\$1,000.00
			\$10,400.00

Sales Tax \$0.00

Shipping, Handling and Non Taxable Services Total \$10,400.00

Grand Total	\$70,160.00
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NOTES AND EXCLUSIONS:

- This estimate shall not become binding until signed and returned for approval.
- A signature indicates acceptance of all terms, conditions, and prices listed.
- A signed quote will not substitute for a Purchase Order if one is required by the Customer. **Purchase orders should be made out to PorterCorp. Purchase orders to be mailed/emailed./faxed to Miracle Playground Sales 1101 California Ave, Suite 209, Corona CA 92881**
OR sales@miracleplayground.com OR faxed to 877-215-3869
- **The payment remittance address is 4240 N. 136th Ave Holland MI 49424**
- Exclusions: All Unloading, Storage, Installation, Site Work, Fees & Permits, outside of the quoted above.
- Wind loads are 105 mph and snow loads are 5 lb unless otherwise noted above.
- Polygon Structures are proudly and exclusively represented by Miracle Playground Sales
- **Please note, in most locations, any shade (METAL, FABRIC, or PLASTIC) in excess of 120 sqft requires a building permit.**
- **It is the CUSTOMER'S RESPONSIBILITY to confirm with the local building department if permitting is necessary.**
- **If permitting is necessary, it is the CUSTOMER'S RESPONSIBILITY to request, pay, and obtain these permits.**
- **WE will provide the stamped engineering that is required to obtain the permit – this is part of our quote. The CUSTOMER provides everything else such as permit application, fee payment, site plan, etc.**
- **Your shade order will not be placed in the manufacturing queue until you have provided us the approved drawings.**
- **Because the permitting process varies greatly between agencies, any stated lead time does NOT include the permitting process.**

QUALIFICATIONS

- Changes made to the drawings referenced will be reviewed and may affect pricing
- Pricing assumes standard Polygon colors from the current color chart.
- A checklist of all documents required to place structures into production will be provided by Miracle Playground Sales once the Purchase order is received. ALL items on the checklist must be provided prior to releasing structure(s) into fabrication.
- If anchor bolts are listed above, we will need to know PRIOR to ordering if the anchor bolts will need Mill Certifications.
- Any changes made to the structure after entering production will be charged a non-negotiable \$1000 fee.

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Design and Engineering

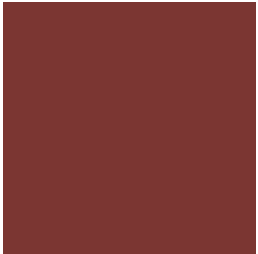
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Frame & Roof COLORS

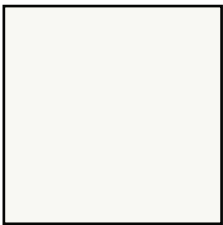


poligon®

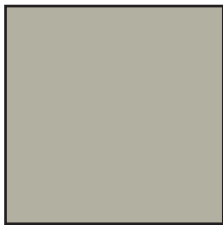
Frame Colors (Poli-5000® Certified)

The most durable frame finish available in the industry.

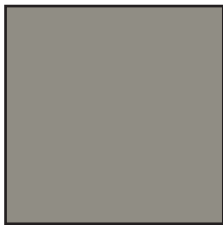
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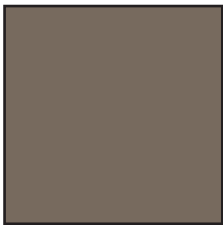
Glacier White *



Ash Gray*



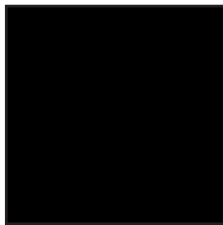
Fox Hollow Gray



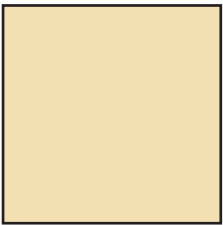
Greystone*



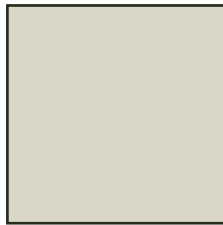
Slate



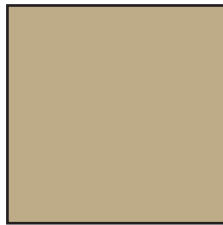
Bumper Black*



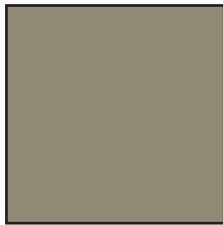
Linen



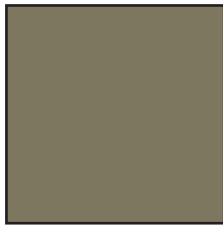
Almond



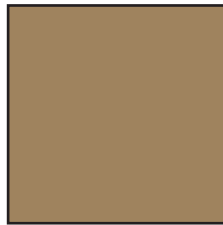
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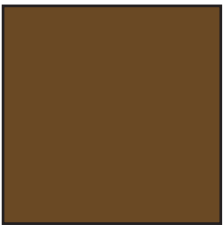
Canvas Taupe



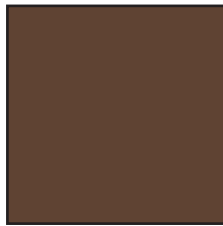
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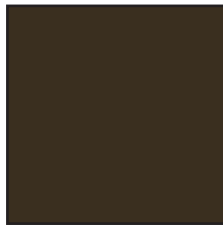
Suede



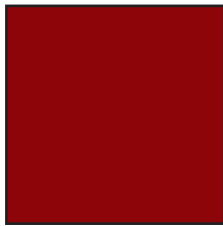
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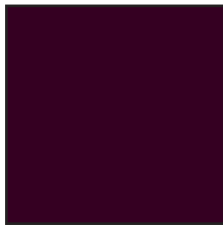
Tudor Brown*



Patrician Bronze



Pomegranate



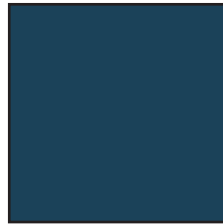
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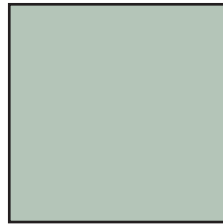
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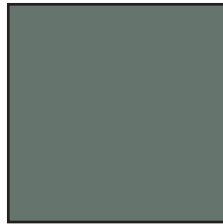
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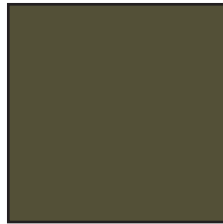
Harbor Blue*



Sea Glass



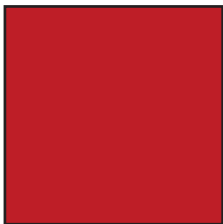
Juniper



Olive Tree*



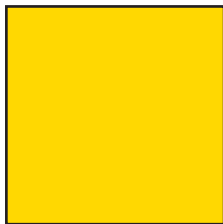
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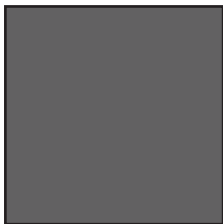
Red Baron



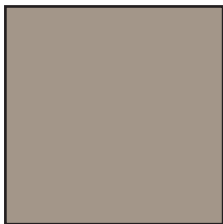
Streak Blue



Daffodil



Flint**



Uptown Bronze**



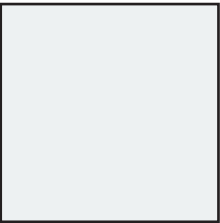
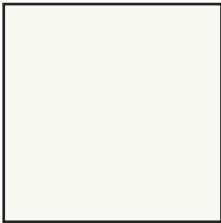
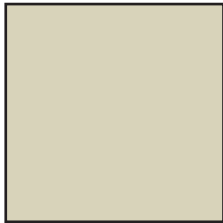
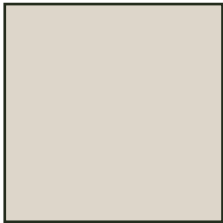
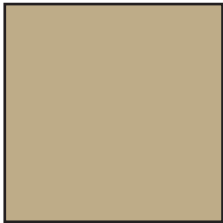
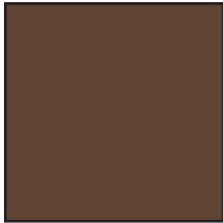
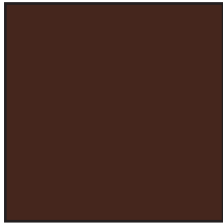
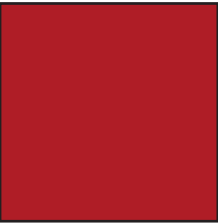
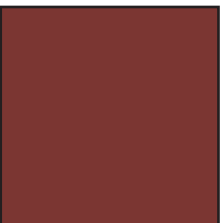
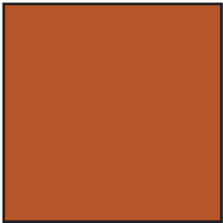
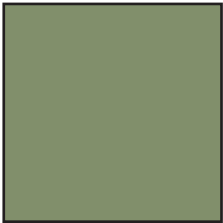
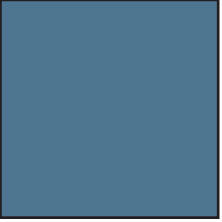
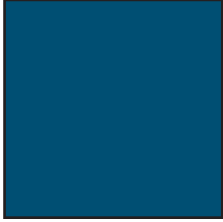
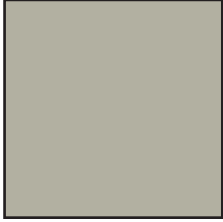
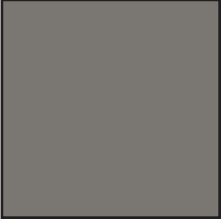
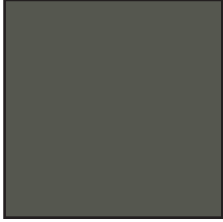
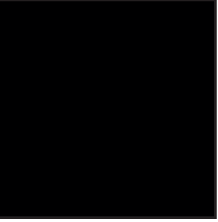
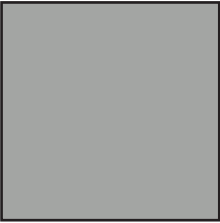
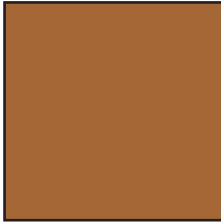
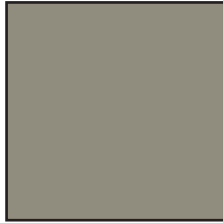
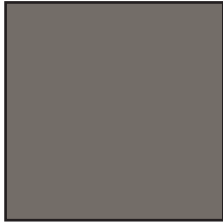
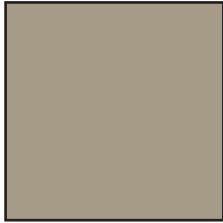
Silver Frost**

*represents frame colors also available in matte finish

**represents frame colors available with a slight upcharge

Roof Colors (Kynar-500® Certified)

Providing protection against weathering to extend the life of your roof.
Kynar-500® PVDF resin-based coatings offer excellent protection to our metal roofs. The high-performance fluoropolymer resin, with its extraordinary capability to retain color and gloss, keeps your painted metal roof looking vibrant and appealing.

					
Regal White	Bone White	Sandstone	Almond	Surrey Beige	Buckskin
					
Medium Bronze	Tudor Brown	Mansard Brown	Patrician Bronze	Dark Bronze	Brite Red
					
Colonial Red	Brandywine	Terracotta	Patina Green	Evergreen	Hartford Green
					
Roman Blue	Regal Blue	Ash Gray	Slate Gray	Charcoal	Matte Black
					
Silver Metallic*	Copper Penny*	Leadcoat*	Preweathered Galvalume*	Champagne Metallic*	Galvalume Plus

*represents roof colors available with a slight upcharge

Frame & Roof Finish Technical Data



We are certified by the Powder Coating Institute as PCI-4000. This means that we ensure all of our products are produced with a high quality powder coated frame. As a certified coater, we have developed a methodology to continually improve and enhance our powder coating process, giving you the best product available on the market.

Poli-5000® Durability & Longevity Testing

Test Description	Test Method	Poli-5000® Results
Salt Spray Resistance	ASTM B 117 / ASTM D 1654 Method 2 (No scraping)	10,000 hours, no creep from scribe line, rating of 10
Humidity	ASTM D2247-02	5,000 hours with no loss of adhesion or blistering
UV Light Resistance	ASTM G154-04 - 2,000 hours of exposure. Alternate cycles (4 hours UVA and 4 hours condensation)	A) No chalking B) 75% color retention C) Color variation - max 3.0 E variation CIE formula (before and after 2,000 hours of exposure)
Stain Resistance	ASTM D1308 - 2e1 24 hours exposure with 10% concentration	No stain from the following: Mustard, Tannic Acid, Ketchup, Citric Acid, Coffee, Tartaric Acid, Cola, Oleic Acid, Lactic Acid, Orange Juice
Scratch Resistance	Hoffman Scratch Hardness Tester	No substrate appearance with 1,000 gram load
Adhesion	ASTM D3359-02	ASTM Class 4B rating or better
Impact Resistance	ASTM D2794-93	100 in lbs. without cracking
Hardness	ASTM D6636-92a	2H min. - no indentation
Flexibility	ASTM D522-93a	1/8" no cracking or loss of adhesion at bend
Abrasion	Taber abraser CS10 Wheel (1,000 mg. load)	14 mg. max weight loss per cycle
Solvent Resistance	50+ MEK rubs	Minimal to no dulling or color removal

Poli-5000® Frame Finish

Excellent Durability

- Higher surface hardness / scratch resistance
- Reduced chance of damage to coating during installation
- High resistance to cleaners and chemicals
- High resistance to wind borne abrasives

Superior Exterior Performance

- High resistance to salt spray
- High resistance to chalking
- High resistance to film coating erosion
- Excellent color and gloss retention

Kynar-500® Roof Finish

This high-performance fluoropolymer resin withstands the rigors of nature and time with its extraordinary capability to retain color and gloss. Noted by architects around the world, our Kynar-500® coated roofs will keep your shelter looking its best for years to come.

Technical Notes

Custom colors are available for frames and roofs. Such colors may incur an up charge, require extended lead times, and have minimum order requirements. Custom roof colors may not be Kynar-500®. Consult with Poligon for details.

Connect with Poligon

Our knowledgeable sales staff will answer your questions, forward materials, or refer you to a representative in your area.



www.poligon.com | 616.888.3500



4240 N 136th Ave
Holland MI 49424
Phone # (800) 264-7225
Fax # (877) 215-3869
sales@miracleplayground.com
www.poligon.com

Estimate Number	Poligon 1791
Estimate Date	10-08-2025
Expiration Date	11-07-2025

Customer	City of Fernley
Name	JessicaMurdock
Phone	+17757849850
Email	jmurdock@cityoffernley.org

Sales Rep	Eddie Lozada
Email	eddie.lozada@miracleplayground.com

Payment Terms	Net 30
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Project Name
Main Street Art Park - City of Fernley - Poligon Shades Opt3

Item # & Description	Quantity	Total
Poligon Poligon Shelter LEF12x23 12x23 ft Leaf steel frame Primary roof: Umbra Panels-vine pattern Anchor bolt kit	1	\$70,820.00
Poligon Poligon Shelter LEF8x14 8x14 ft. Leaf Primary roof: Umbra Panels-vine pattern Anchor bolt kit	2	\$86,060.00
		\$156,880.00

Sales Tax **\$0.00**

Product Total \$156,880.00

Item	Description	Quantity	Rate
Engineered Stamped Drawings	Stamped Drawings	2	\$1,000.00
Freight Poligon	Freight Poligon Shipping and Handling Fees for Poligon Shade Structures. All shipping FOB Holland MI.	1	\$5,880.00
			\$6,880.00

Sales Tax \$0.00

Shipping, Handling and Non Taxable Services Total \$6,880.00

Grand Total	\$163,760.00
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NOTES AND EXCLUSIONS:

- This estimate shall not become binding until signed and returned for approval.
- A signature indicates acceptance of all terms, conditions, and prices listed.
- A signed quote will not substitute for a Purchase Order if one is required by the Customer. **Purchase orders should be made out to PorterCorp. Purchase orders to be mailed/emailed./faxed to Miracle Playground Sales 1101 California Ave, Suite 209, Corona CA 92881**
OR sales@miracleplayground.com OR faxed to 877-215-3869
- **The payment remittance address is 4240 N. 136th Ave Holland MI 49424**
- Exclusions: All Unloading, Storage, Installation, Site Work, Fees & Permits, outside of the quoted above.
- Wind loads are 105 mph and snow loads are 5 lb unless otherwise noted above.
- Polygon Structures are proudly and exclusively represented by Miracle Playground Sales
- **Please note, in most locations, any shade (METAL, FABRIC, or PLASTIC) in excess of 120 sqft requires a building permit.**
- **It is the CUSTOMER'S RESPONSIBILITY to confirm with the local building department if permitting is necessary.**
- **If permitting is necessary, it is the CUSTOMER'S RESPONSIBILITY to request, pay, and obtain these permits.**
- **WE will provide the stamped engineering that is required to obtain the permit – this is part of our quote. The CUSTOMER provides everything else such as permit application, fee payment, site plan, etc.**
- **Your shade order will not be placed in the manufacturing queue until you have provided us the approved drawings.**
- **Because the permitting process varies greatly between agencies, any stated lead time does NOT include the permitting process.**

QUALIFICATIONS

- Changes made to the drawings referenced will be reviewed and may affect pricing
- Pricing assumes standard Polygon colors from the current color chart.
- A checklist of all documents required to place structures into production will be provided by Miracle Playground Sales once the Purchase order is received. ALL items on the checklist must be provided prior to releasing structure(s) into fabrication.
- If anchor bolts are listed above, we will need to know PRIOR to ordering if the anchor bolts will need Mill Certifications.
- Any changes made to the structure after entering production will be charged a non-negotiable \$1000 fee.

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Design and Engineering

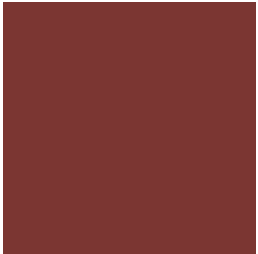
1. Pricing assumes Risk Category II for all structures with roof coverings and Risk Category I for all other structures (e.g. trellis, portal, etc.) as well as Wind Exposure C and clear wind flow as defined by ASCE 7, unless noted otherwise.
2. Pricing assumes a 20' separation between any adjacent structure with an eave height equal to or greater than the eave height of this structure if the ground snow load is greater than 0 PSF to account for drifted snow, unless noted otherwise.
3. Pricing assumes standard size electrical cutouts, unless noted otherwise: 2-3/8" wide x 4" tall single gang cutouts in columns at 18" or 48" above finish grade or 3/4" diameter cutouts in roof framing members.
4. Quotation is based on Poligon's interpretation of any drawings or documentation provided at time of quote request.
5. Deviation of design from the supplied quote and preliminary drawing may result in price changes. All design changes should be submitted to Poligon for re-quoting purposes.
6. Poligon provides pricing and engineering for the most cost effective and efficient frame, meeting Poligon's design philosophy of hidden bolted connections (no field welding required).
7. If this quotation does not reference specific design elements that must be incorporated, please work with Poligon to update the quotation as required (e.g. column sizes, column locations, roof pitch, etc.).
8. All member sizes are preliminary until the engineering package has been completed. Preliminary reaction forces and foundation sizing may be provided upon request and should be used for budget purposes only.

Fabrication and Shipping

1. Upon order entry, Poligon will provide an order acknowledgement that will contain an expected ship date range. As the manufacturing process moves closer to these dates, a definitive ship date will be confirmed.
2. Poligon will not accept orders with restricted ship dates subject to liquidated damage clauses.
3. Upon manufacturing completion, the day prior to shipment, the Poligon Shipping Department will call the specified contact for shipment confirmation. Once the structure is loaded, the truck driver will call the specified contact to confirm the exact time of delivery to the job site or other location.



Frame & Roof COLORS

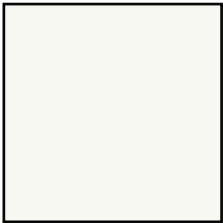


poligon®

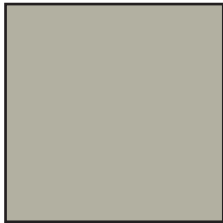
Frame Colors (Poli-5000® Certified)

The most durable frame finish available in the industry.

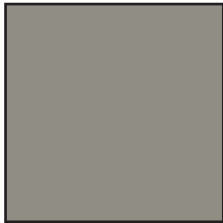
The Poli-5000® Super-Durable TGIC powder coat offers excellent outdoor durability and fade resistance to our steel shelter frames. It is tough, resilient, and will withstand harsh environments while retaining its smooth, high-gloss or matte finish for years to come.



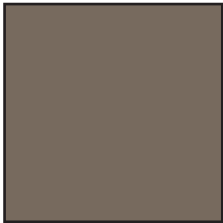
Glacier White *



Ash Gray*



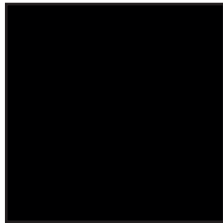
Fox Hollow Gray



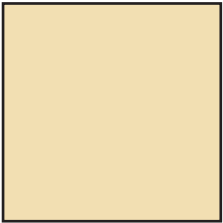
Greystone*



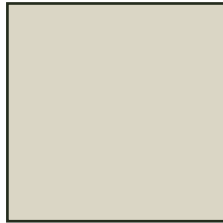
Slate



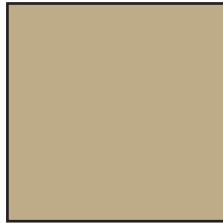
Bumper Black*



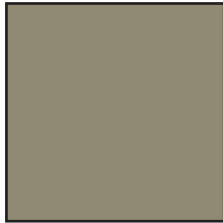
Linen



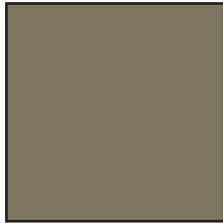
Almond



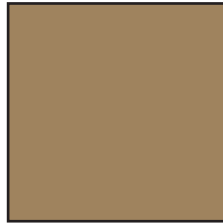
Surrey Beige*



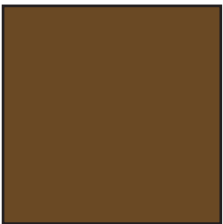
Canvas Taupe



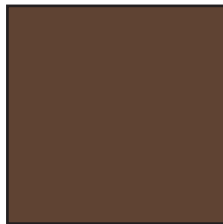
Coastal Khaki



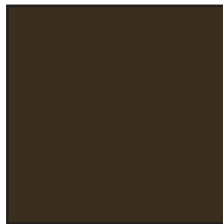
Suede



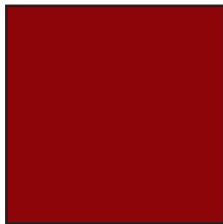
Barkwood



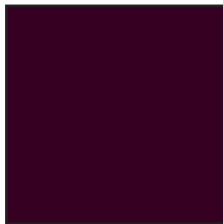
Tudor Brown*



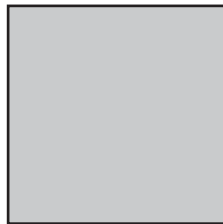
Patrician Bronze



Pomegranate



Black Cherry



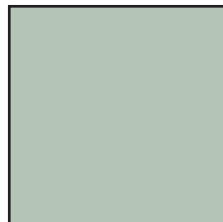
Arctic Ice



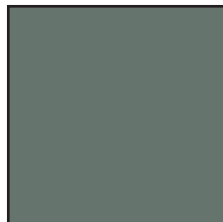
Mystic



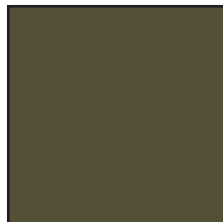
Harbor Blue*



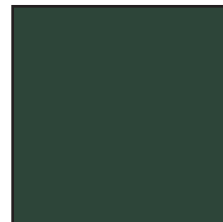
Sea Glass



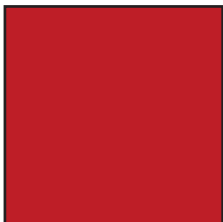
Juniper



Olive Tree*



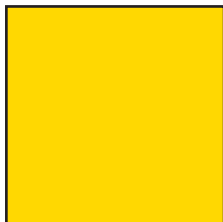
Hunter Green*



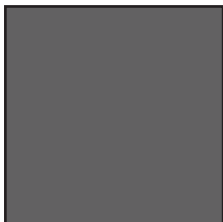
Red Baron



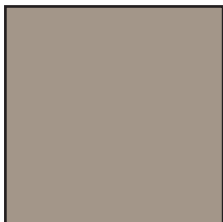
Streak Blue



Daffodil



Flint**



Uptown Bronze**



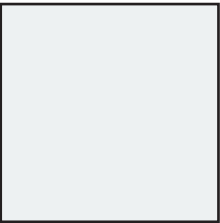
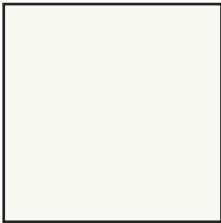
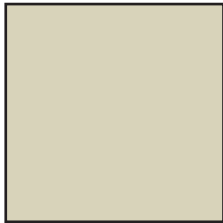
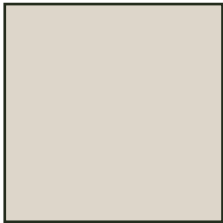
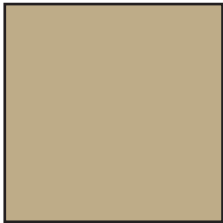
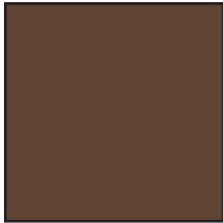
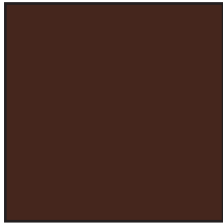
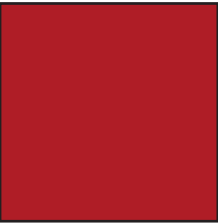
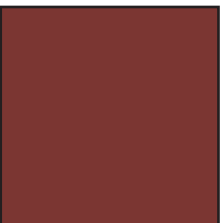
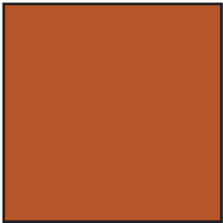
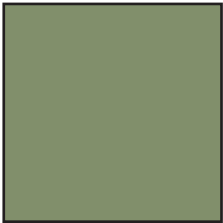
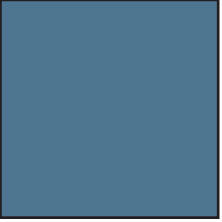
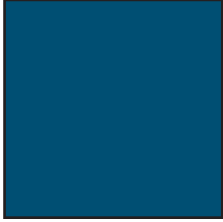
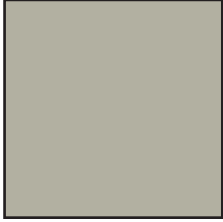
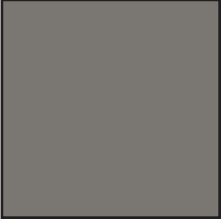
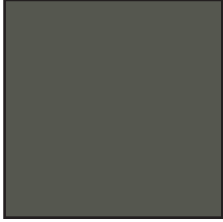
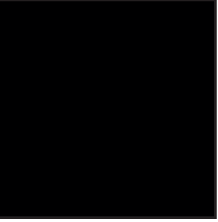
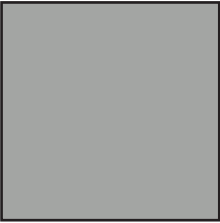
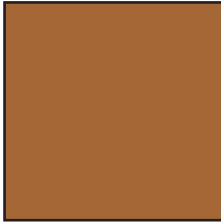
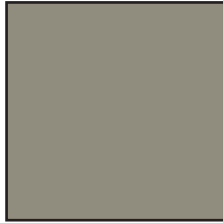
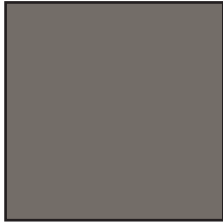
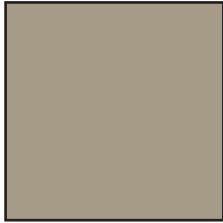
Silver Frost**

*represents frame colors also available in matte finish

**represents frame colors available with a slight upcharge

Roof Colors (Kynar-500® Certified)

Providing protection against weathering to extend the life of your roof.
 Kynar-500® PVDF resin-based coatings offer excellent protection to our metal roofs. The high-performance fluoropolymer resin, with its extraordinary capability to retain color and gloss, keeps your painted metal roof looking vibrant and appealing.

					
Regal White	Bone White	Sandstone	Almond	Surrey Beige	Buckskin
					
Medium Bronze	Tudor Brown	Mansard Brown	Patrician Bronze	Dark Bronze	Brite Red
					
Colonial Red	Brandywine	Terracotta	Patina Green	Evergreen	Hartford Green
					
Roman Blue	Regal Blue	Ash Gray	Slate Gray	Charcoal	Matte Black
					
Silver Metallic*	Copper Penny*	Leadcoat*	Preweathered Galvalume*	Champagne Metallic*	Galvalume Plus

*represents roof colors available with a slight upcharge

Frame & Roof Finish Technical Data



We are certified by the Powder Coating Institute as PCI-4000. This means that we ensure all of our products are produced with a high quality powder coated frame. As a certified coater, we have developed a methodology to continually improve and enhance our power coating process, giving you the best product available on the market.

Poli-5000® Durability & Longevity Testing

Test Description	Test Method	Poli-5000® Results
Salt Spray Resistance	ASTM B 117 / ASTM D 1654 Method 2 (No scraping)	10,000 hours, no creep from scribe line, rating of 10
Humidity	ASTM D2247-02	5,000 hours with no loss of adhesion or blistering
UV Light Resistance	ASTM G154-04 - 2,000 hours of exposure. Alternate cycles (4 hours UVA and 4 hours condensation)	A) No chalking B) 75% color retention C) Color variation - max 3.0 E variation CIE formula (before and after 2,000 hours of exposure)
Stain Resistance	ASTM D1308 - 2e1 24 hours exposure with 10% concentration	No stain from the following: Mustard, Tannic Acid, Ketchup, Citric Acid, Coffee, Tartaric Acid, Cola, Oleic Acid, Lactic Acid, Orange Juice
Scratch Resistance	Hoffman Scratch Hardness Tester	No substrate appearance with 1,000 gram load
Adhesion	ASTM D3359-02	ASTM Class 4B rating or better
Impact Resistance	ASTM D2794-93	100 in lbs. without cracking
Hardness	ASTM D6636-92a	2H min. - no indentation
Flexibility	ASTM D522-93a	1/8" no cracking or loss of adhesion at bend
Abrasion	Taber abraser CS10 Wheel (1,000 mg. load)	14 mg. max weight loss per cycle
Solvent Resistance	50+ MEK rubs	Minimal to no dulling or color removal

Poli-5000® Frame Finish

Excellent Durability

- Higher surface hardness / scratch resistance
- Reduced chance of damage to coating during installation
- High resistance to cleaners and chemicals
- High resistance to wind borne abrasives

Superior Exterior Performance

- High resistance to salt spray
- High resistance to chalking
- High resistance to film coating erosion
- Excellent color and gloss retention

Kynar-500® Roof Finish

This high-performance fluoropolymer resin withstands the rigors of nature and time with its extraordinary capability to retain color and gloss. Noted by architects around the world, our Kynar-500® coated roofs will keep your shelter looking its best for years to come.

Technical Notes

Custom colors are available for frames and roofs. Such colors may incur an up charge, require extended lead times, and have minimum order requirements. Custom roof colors may not be Kynar-500®. Consult with Poligon for details.

Connect with Poligon

Our knowledgeable sales staff will answer your questions, forward materials, or refer you to a representative in your area.



www.poligon.com | 616.888.3500



Twisted Steel

1125 Wild Cherry Dr
Fernley, NV 89408

Estimate

Date	Estimate #
10/3/2025	1318

Name / Address

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

Description	Qty	Rate	Total
24' diameter metal art gazebo standing 19' tall at center with 6 decorative legs.(Assembled by City of Fernley)		15,500.00	15,500.00
		Total	\$15,500.00

Phone #

775-530-5898

Web Site

www.twistedsteel.com



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Seong Kim, Utilities Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

Z

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and possible action to authorize the City to enter into an agreement with Legal Services Agreement with SL Environmental Law Group, Madonna & Madonna LLP, Douglas & London, P.C., Taft Stettinius & Hollister LLP, and Levin Papantonio Proctor Buchanan O'Brien Barr Mougey P.A. for PFAS Litigation. There is no upfront cost to the City under a contingency arrangement. The firm will be compensated at 25% of any gross recovery from the settlement.

AGENDA ITEM BRIEF:

Per- and polyfluoroalkyl substances (PFAS) have been detected in drinking water systems nationwide, and the City of Fernley may qualify for funding through national settlement agreements with 3M and DuPont. These settlements, structured as class actions, automatically include eligible systems unless they opted out, but claims must still be filed by specific deadlines to receive funds. Unlike grants, settlement funds are unrestricted and can be applied toward PFAS mitigation costs, other capital projects, offsetting rate increases, or supporting the City's general budget. The purpose of this action is to retain specialized legal counsel with expertise in PFAS-related litigation to investigate, evaluate, and potentially prosecute claims to recover costs associated with contamination in the City's water and wastewater systems.

RECOMMENDED MOTION:

"I move to approve the City Staff to enter into an agreement with SL Environmental Law Group to represent the City of Fernley in filing PFAS settlement claims with 3M and DuPont."

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:

1. Approve the Agreement as recommended.
2. Reject the Agreement and direct staff to explore alternative legal representation.
3. Take no action, which would leave the City without specialized PFAS legal counsel.

BACKGROUND:

SETTLEMENT BACKGROUND

Per- and polyfluoroalkyl substances (PFAS) have been detected in drinking water systems nationwide. The City of Fernley may be eligible to receive funding from national settlement agreements reached with 3M and DuPont regarding PFAS contamination. These settlements represent billions of dollars available to water systems to address PFAS-related costs.

The settlements are structured as class actions: if a system did not opt out, it is automatically included. However, being “in” is not sufficient; the City must file claims by the required deadlines to receive funds.

Recovered settlement funds are not grants; they are unrestricted. They may be used for PFAS mitigation (including capital and O&M costs), other stalled capital projects, offsetting rate increases, or filling general budget gaps.

LAW GROUP SERVICE EXPECTATION

SL Environmental Law Group specializes in water contamination litigation and settlement recovery. Their services would provide the following support to the City:

1. **Eligibility Review**
 - Confirm Fernley’s eligibility for settlement participation.
 - Determine potential recovery amounts.
2. **Data & Documentation**
 - Review PFAS testing results and documentation of related costs.
 - Advise if additional sampling would strengthen the City’s claims.
3. **Claims Filing**
 - Prepare and submit all required claims forms, including:
 - Testing Claims Form (due January 1, 2026).
 - DuPont Claims Form (due June 30, 2026).
 - 3M Claims Form (due July 31, 2026).
 - Special Needs Claims Form (due August 1, 2026).
 - Ensure filings are accurate, complete, and timely.
4. **Settlement Administration Liaison**
 - Serve as the City’s representative with settlement administrators.
 - Track claim status and respond to any requests for clarification.

5. Strategic Guidance

- Advise the City on maximizing settlement recovery.

- Provide direction on eligible uses of funds under Nevada statutes and City policy.

The services are typically offered on a contingency fee basis, meaning the firm is compensated only if the City receives settlement funds. These services will ensure the City meets filing deadlines, maximizes potential recovery, and minimizes internal administrative burden.

Fee Structure to be Paid:

- **Contingency-Based:** Firms will be compensated at **25% of any gross recovery** (cash or non-cash).
- **Costs:** Firms will advance litigation costs (court, experts, discovery) and recover them from any settlement or judgment, with interest at 4% annually.
- If no recovery is obtained, the City will not owe attorney's fees or reimbursable costs advanced by the Firms.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

- No upfront cost to the City for attorney's fees.
- Firms will advance litigation expenses, recoverable only if the City obtains a settlement or judgment.
- The City remains responsible for its own routine testing and operational costs unrelated to litigation.
- Any recovery would be net of the 25% contingency fee and litigation costs.
- Settlement funds are unrestricted and may be used for:
 - PFAS capital/O&M costs.
 - Other capital projects.
 - Offsetting rate increases.
 - General budget support.

ATTACHMENTS:

1. PFAS Settlements_SL Environmental Law Group
2. \$10.4 M Recovered-Pfas Case from SL Env Law Group-9.24.25.
3. Legal Services Agreement - City of Fernley



PFAS Drinking Water Settlements:

Helping Water Systems Make the Case for Action and Funding

Your window could still be open – but not for long.
Don't leave potential settlement funds on the table.



1. Billions of Dollars Are on the Table — Here's How to Claim Your Share

PFAS cleanup is costly and long-term. But your utility doesn't have to bear the burden alone or pass it all on to ratepayers.

This is a **historic opportunity** to recover funds from the manufacturers most responsible for contamination: **3M and DuPont**.

This is your only shot at holding the largest PFAS polluters financially accountable.

2. Common Confusion: "We Didn't Opt In"

It's understandable to be unsure about your system's status. Here's how it works:

If your system was eligible for the settlements and didn't opt-out, **you are automatically part of the settlements**.



But **being "in" is not enough** – you must still **file claims** to access the funds.

Even if your system was automatically considered participant in the settlements, without filing a claim, you won't receive any funds.

3. What's at Stake

These are **not** grants, and **not** restricted funds. Recovered dollars can support:

- **PFAS mitigation:** capital and O&M costs
- Other **stalled capital projects**
- Offsetting **rate increases**
- Filling general **budget gaps**

Litigation has become a powerful cost-recovery strategy for municipalities and utilities – and this is one of the largest examples to date.

Some communities have already missed the deadlines to access PFAS settlements funds. Systems in Phase 2 of the 3M and DuPont settlements still have time – but the window is closing.

4. Getting Started is Simple: What You'll Need

You don't need to compromise other priorities to take advantage of the settlements. If you choose the right legal partner, much of the process can be handled on your behalf – **at no upfront cost**.

Here is what's typically needed to get started:

1. Basic PFAS detection data (even low levels qualify).
2. Any documentation of related costs (if applicable).
3. If you decide to rely on an experienced water contamination litigation firm, they can handle most of the work – including eligibility review, timelines, and paperwork.

This doesn't have to be a heavy lift. With the right support, your system can unlock major funding with minimal disruption.

5. Key Deadlines

Settlement	Deadline	Action for Phase 2 Systems
3M & DuPont	Jan. 1, 2026	Submit Testing Claims Form
DuPont	June 30, 2026	Submit Claims Form
3M	July 31, 2026	Submit Claims Form
Both 3M & DuPont	Aug. 1, 2026	Submit Special Needs Claims Form

6. Avoid the Last-Minute Crunch

Waiting until 2026 to start working on the settlements' recovery can be risky:

- **Additional testing** may be **needed** to maximize funds' recovery, which will require time
- Documentation will need to be prepared
- 2025 end of year + 2026 budgeting season may become a **bottleneck** with many concurring priorities at play
- Early action means your agency can move at a **steady pace** and support **budget planning** and funding forecasts

Reminder: Funds recovered from these settlements are unrestricted — they can support PFAS mitigation as well as broader system needs.

Don't Wait: Start the Conversation:

- ▶ Bring these points to your board, legal, or finance team ASAP
- ▶ Our team is here to help your agency navigate the process

Ask: "Do we want to leave potential settlement funds on the table – or act to recover them?"

Attorney advertising. Prior results do not guarantee a similar outcome.



To: Seong

By January 1, 2026, all testing must be completed for water systems planning to file claims in the 3M and DuPont settlements.

It's important to note that testing done under **UCMR5 may not meet the settlements requirements**. Claims require data from individual wellheads or surface water intakes — something **UCMR5 didn't mandate**. This means additional testing may still be needed before year-end. Without this step, systems may lack the necessary data to support their claims and risk leaving significant settlement funds on the table.

Sacramento's experience shows what's possible when systems act early. By partnering with SL Environmental Law Group, the **City of Sacramento secured \$10.4M in settlement recoveries** — more than double their initial expectations. Their proactive approach ensured they had the right data and the right legal strategy in place.

To avoid missing your opportunity, **it's critical to understand what's required** and have a partner who knows the process inside and out. That's exactly what we provide.

– Book Office Hours with Ken – These are no-obligation conversations where you can:

- - o Discuss your system's specific situation
 - o Ask the questions you need to feel confident
 - o Get clarity on the steps required to meet the testing deadline

LEGAL SERVICES AGREEMENT

I. INTRODUCTION

A. RECITALS.

1. This Legal Services Agreement (“LSA” or “Agreement”) is made by and among the City of Fernley (the “CITY”), SL Environmental Law Group PC (SL), Madonna & Madonna, LLP (M&M), Douglas and London, P.C. (D&L), Taft Stettinius & Hollister, LLP (Taft), and Levin Papantonio Proctor Buchanan O’Brien Barr Mougey P.A. (Levin Papantonio). SL, M&M, D&L, Taft, and Levin Papantonio are collectively referred to as the “Firms.” The Firms and the CITY are collectively referred to as the “Parties.”

2. The purpose of this LSA is (i) to enter into an attorney-client relationship between the CITY and the Firms for the purpose of investigating and assessing potential claims arising out of the presence of per- and polyfluoroalkyl substances (“PFAS”) contaminants in water supply wells and/or surface water sources affecting the CITY’s water systems and/or wastewater treatment systems; and (ii) to provide for the terms and conditions for the representation of the CITY in any civil action that may be filed in the Superior Court or United States District Court (“Legal Action”).

3. This Agreement is required by California Business and Professions Code section 6147 and is intended to fulfill the requirements of that section.

II. INVESTIGATION AND ASSESSMENT OF POTENTIAL CLAIMS

A. PRE-LITIGATION SCOPE OF SERVICES.

1. **Contaminants.** The CITY has detected the presence of several PFAS compounds (the “Contaminants” or “Contamination”) during testing of groundwater wells and/or surface water sources, and is also concerned about the potential for PFAS in its wastewater treatment system. The engineering, construction, operation and maintenance of systems to treat contamination in affected wells and/or surface water sources will result in significant financial costs to the CITY.

2. **Investigation.** The CITY has retained the Firms to assist it in investigating the presence of the Contaminants throughout its systems and potential sources of the Contamination, evaluating the potential to recover the costs associated with the Contamination, providing legal advice associated with potential causes of action that could be asserted against responsible parties, and representing the CITY in any Legal Action against parties potentially responsible for the Contamination.

B. PRE-LITIGATION COSTS AND FEES.

1. **The CITY.** All pre-litigation costs associated with water sampling, laboratory testing and engineering expenses incurred in the ordinary course of operations shall be paid directly by the CITY.

2. ***The Firms.*** All costs and fees incurred by, or at the direction of, the Firms during any pre-litigation investigation shall be paid directly by the Firms.

3. ***Recovery of Pre-Litigation Costs and Fees.*** Nothing contained herein should be interpreted to preclude seeking recovery of such fees and costs incurred by any Party as part of any Legal Action that may be filed pursuant to this Agreement. In addition, if the Firms file any Legal Action, the Firms may use the time incurred for any investigation contemplated herein to support the reasonableness of this Agreement.

C. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEYS.

The CITY is retaining the Firms, not any particular attorney, and attorney services to be provided to the CITY shall not necessarily be performed by any particular attorney.

D. DESIGNATION.

The Firms and the CITY will designate specific points of contact to coordinate various stages of investigation and litigation. These designations are intended to establish a clear line of communication and to minimize potential uncertainty, but not to preclude communication between the CITY and the Firms.

III. LITIGATION SERVICES

A. LITIGATION SERVICES TO BE PROVIDED.

1. ***Inclusions.*** It is the intent of the Parties that the Firms shall represent the CITY in a one or more civil actions for damages in the United States District Court as well as in any proceeding by writ or appeal related to that action. The legal services to be provided by the Firms consist of representation of the CITY with respect to:

a. The contamination of drinking water supplies and/or wastewater treatment systems, including treated wastewater discharge or sludge, by the Contaminants or other contaminants identified during the investigation stage described in Section II of this Agreement, as approved by the CITY and the Firms.

b. Claims and/or actions for damages sustained by the CITY as a result of, among other things, actual or threatened conduct relating to contamination of groundwater or wastewater, the loss of use of groundwater, the impairment of water rights, the replacement of drinking water supplies, the increased disposal costs of sludge produced by wastewater treatment, and any past, present, and future costs incurred to construct and maintain systems that can remove the Contaminants from drinking water, groundwater, soil, and/or wastewater treatment systems and any related appeals in such actions.

2. ***Retention; Filing of Legal Action.*** The filing of any Legal Action pursuant to this Agreement shall be at the discretion of the Parties. Nothing in this Agreement shall be construed as obligating the CITY to retain the Firms in connection with any Legal Action or obligating the Firms to file a Legal Action or any appeal on behalf of the CITY.

B. LEGAL SERVICES SPECIFICALLY EXCLUDED.

1. ***Exclusions.*** Legal services that are not to be provided by the Firms under this Agreement specifically include, but are not limited to, the following:

a. Proceedings before any administrative or governmental agency, department or board, including, but not limited to the California Attorney General, the California Public Utilities Commission, California Department of Water Resources, California Department of Toxic Substances Control, any Regional Water Quality Control Board and/or the California State Water Resources Control Board. However, at the CITY's request, the Firms (via relevant designees) shall endeavor to appear at such administrative proceedings to assist legal counsel for the CITY in resolving administrative matters with the potential to affect, adversely or beneficially, the CITY's prospects of recovery in the Legal Action. Such assistance will be provided by the Firms without the CITY being assessed any additional attorneys' fees in connection with such appearance.

b. Defending any legal action(s) against the CITY commenced by any person, with the exception of any cross-complaints, counterclaims, or other third-party claims filed in or arising from the Legal Action initiated pursuant to this Agreement.

c. Defending any claim against the CITY for unreasonable use of water and/or waste of water.

d. Defending any action concerning water rights.

2. ***Additional Legal Services.*** If the CITY wishes to retain the Firms to provide any legal services for additional compensation not provided under this Agreement, a separate written agreement between the Firms, the CITY shall be required.

C. RESPONSIBILITIES OF THE FIRMS, THE CITY.

1. ***The Firms' Responsibilities.*** The Firms shall perform the legal services called for under this Agreement, keep the CITY informed of progress and developments, and respond promptly to the CITY's inquiries and communications. The Firms shall provide status reports to the CITY on a mutually agreeable schedule, as events reasonably warrant further reporting, and at the further request of the CITY.

2. ***The CITY's Responsibilities.*** The CITY shall cooperate, coordinate, support and assist with the Firms' litigation efforts and keep the Firms reasonably informed of developments in connection with any Legal Action.

3. ***Selection of Experts.*** The Firms and the CITY shall meet and confer regarding selection and retention of experts in the Legal Action. The CITY shall not unreasonably withhold approval of selection and retention of such experts.

4. ***Settlement.*** The Firms shall not settle any Legal Action without the approval of the CITY. The CITY shall have the absolute right to accept or reject any settlement. The Firms shall notify the CITY promptly of the terms of any settlement offer received by the Firms.

5. ***The CITY's Agreement Not to Use, Share, or Disclose the Firms' Materials and Work Product Outside the Context of this Legal Action.*** Except as may be required by law, the CITY agrees that it shall not use or disclose in any legal proceeding, case, or other context of any kind, other than this Legal Action, or share or disclose to any person not a Party to this Agreement, any documents, work product, or other information made available to or to which the CITY or its counsel acquire access through the Firms or any co-counsel of the Firms, including any fact or expert materials produced and/or generated in any prior discovery proceedings in any litigation involving E. I. du Pont de Nemours and Company, The Chemours Company, and/or the 3M Company, without the express written prior approval and consent of the Firms and all such other co-counsel of the Firms. This paragraph does not limit the CITY from sharing information pertaining to the litigation with the CITY Council, CITY Legal Counsel, CITY Manager, and/or CITY personnel with a need to know such information.

D. ATTORNEYS' FEES.

1. ***Contingent Fee.*** The amount the Firms shall receive as fee for the legal services provided under this Agreement shall consist of a contingent fee ("Contingent Fee"), which shall be calculated as follows: for any settlement or judgment, twenty-five percent (25%) of the Gross Recovery (as defined below).

2. Definitions Relevant to Attorneys' Fees.

a. "Gross Recovery" means the total value received by the CITY of all Cash Recoveries plus Non-Cash Recoveries, whether awarded by Settlement or Final Judgment.

b. "Net Recovery" means the total value received by the CITY after the payment of attorney fees and costs.

c. "Costs" include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, reasonable travel and hotel expenses, messenger service fees, photocopying expenses, and process server fees. Items that are not to be considered Costs, and that must be paid by the CITY without being either advanced or contributed to by the Firms, include the CITY's expenses incurred in providing information to the Firms or defendants or as part of investigation(s).

d. "Final Judgment" means any final, non-appealable court order or judgment terminating any Legal Action filed pursuant to this Agreement and finally determining

the rights of any parties to the Legal Action where no issue is left for future consideration or appeal.

e. “Settlement” refers to any voluntary agreement executed by the CITY and any third party to this Agreement, whether resulting from a settlement conference, mediation, or court stipulation, terminating any Legal Action filed pursuant to this Agreement and finally determining the rights of parties to the Legal Action where no issue is left for future consideration or appeal.

f. “Cash Recovery” means, without limitation, the total monetary amount received by the CITY in a Settlement or Final Judgment arising from an actual or threatened Legal Action by the Firms pursuant to this Agreement, including interest of any kind received by the CITY. “Cash Recovery” does not include any Sanctions (as defined below) or civil penalties that may be awarded under the Unfair Competition Law Business and Professions Code section 17200 et seq (“UCL”), or the False Advertising Law (“FAL”).

g. “Non-Cash Recovery” means, without limitation, the fair market value of any property delivered to the CITY, any services rendered for the CITY’s benefit, and any other non-cash benefit, including but not limited to the construction, operation, and maintenance of one or more water treatment facilities; delivery of replacement water; modification, alteration, construction or operation of well(s) and/or any part of a public or private water system; or any other types of injunctive and/or equitable relief conferred on the CITY, in a Settlement or Final Judgment of an actual or threatened Legal Action by the Firms pursuant to this Agreement.

h. “Present Value” means the interest rate of the one-year treasury bill as reported by the United States Federal Reserve in the weekly Federal Reserve Statistical Release closest in time to the date of the recovery for which the present value is being calculated.

i. “Sanctions” means a monetary award or the settlement of a monetary award arising from the discovery abuse or other misconduct of a defendant or a defendant’s attorneys in the Litigation, such a frivolous motions, objections or defenses, or other discovery abuses.

j. “Reasonable Fees” or “Reasonable Attorney’s Fee” are defined in Section III(D)(1)(i) as twenty-five percent of the Gross Recovery. In the event that a court determines that this fee definition is unenforceable, reasonable fees will mean such fees as is reasonably determined by taking into account the amount of time spent on the Legal Action by the Firms and associate counsel retained by the Firms, the value of that time, the complexity of the Legal Action, the benefit conferred on the CITY, and the financial risk to the Firms and associate counsel by their agreeing to represent the CITY in the Legal Action and to invest time and advance Costs without compensation or reimbursement in the event that there is no Gross Recovery or a Recovery that does not fully compensate or reimburse the Firms and associate counsel for their time and advanced Costs.

3. *Calculation of Non-Cash Recovery.*

a. For any Non-Cash Recovery resulting in the receipt of property, the provision of services, or the receipt of other non-monetary benefits by the CITY, such property, services, or other non-monetary benefits shall be deemed for purposes of this Agreement to have been received by the CITY upon the execution of a Settlement or Final Judgment. The value of the services shall be discounted to Present Value.

b. If any Non-Cash Recovery is awarded in a Final Judgment, or before accepting any settlement offer that involves a Non-Cash Recovery, the CITY shall provide the Firms with its estimate of the value of the Non-Cash Recovery. The Firms shall promptly respond in writing, indicating whether the firms accept said estimate. If the Firms object to the CITY's estimate, the Parties shall proceed as set forth in Section III.G ("Disagreements Concerning Value of Recoveries"). Nothing herein shall impede or restrict the CITY's right to include a Non-Cash Recovery in any Settlement, nor the Firms' right to receive a Non-Cash Recovery.

E. DISTRIBUTION OF PROCEEDS.

1. The receipt of any Gross Recovery or portion thereof on behalf of the City shall be received into one of the Firms IOLTA accounts. Once cleared, payment(s) of the Contingent Fee owed to the Firms in accordance with Agreement shall be made no later than seven (7) days after receipt by the City of any Gross Recovery.

- a. In the event that any portion of the Gross Recovery consists of a settlement or award of a fixed sum to be paid in installments, the Contingency Fee shall be calculated on the basis of the entirety of the settlement or award, and due in its entirety within seven (7) days of receipt by the CITY of the first payment on the settlement or award.
- b. In the event that there is a Final Judgment of all claims against all defendants and payment has been received by the CITY, except there remains in dispute and Final Judgment has not been obtained on a claim for court-awarded costs or attorneys' fees against the defendants, the CITY will make payment of the Contingent Fee to the Firms based on the Gross Recovery then paid by the defendants and received by the CITY. In this scenario, the Firms will continue the litigation on behalf of the CITY on the remaining issues of court-awarded costs or attorneys' fees, and the CITY shall not be obligated to make any additional payment to the Firms based on any award of costs or fees ultimately made. Any court-awarded costs or attorneys' fees, including any costs or fees arising out of any court-imposed sanctions, received by the Firms as part of the Legal Action shall not be treated as part of the Gross Recovery, but shall, in the case of costs, be credited against corresponding costs incurred by the Firms on the CITY's behalf, or, in the case of fees, credited against the Contingent Fee.

2. The Legal Action may become part of a Federal Multidistrict Litigation ("MDL") docket, on which one or more attorneys from the Firms currently, or will in the future, serve on plaintiff

management or executive committees, performing work that benefits multiple clients of the Firms, as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where an MDL is pending may order that one or more of the Firms is to receive additional compensation for time and effort which has benefitted all claimants in the MDL. Compensation for this work and effort, known as “common benefit work,” may be awarded to Attorneys and paid out of the MDL court’s assessments against settlements, including settlements on behalf of the CITY and others who have filed claims that are pending in the MDL court. This common benefit compensation is separate and distinct from any Contingent Fee owed under this Agreement.

F. REASONABLE FEE IF CONTINGENT FEE UNENFORCEABLE.

1. **Reasonable Fee.** In the event of a Final Judgment finding that the Contingent Fee portion of this Agreement is unenforceable for any reason or that the Firms cannot represent the CITY on a Contingent Fee basis, the CITY shall, after a good faith meet and confer process, pay the Firms a reasonable fee for the services rendered.

2. **Fee Determination.** The Parties shall use best efforts to negotiate a reasonable fee. If the Parties fail to do so, said fee shall be determined by arbitration proceedings before a mutually agreeable arbitration service, but absent such agreement, before the Judicial Arbitration and Mediation Services (JAMS), with any costs of such proceedings born by the CITY and the Firms.

G. DISAGREEMENTS CONCERNING VALUE OF RECOVERIES.

1. **Procedure.** In the event the Parties disagree with respect to the value of any Contingent Fee, Net Recovery, Cash or Non-Cash Recovery, Costs (collectively, “Disputed Recoveries”) or settlement offer, and the Parties cannot resolve the disagreement through good faith negotiations, the Parties shall proceed as follows:

a. Each party shall select an appraiser qualified to conduct an appraisal of the value of the Disputed Recoveries or settlement offer within five (5) days of any written notice to the other party advising of a bona fide dispute that cannot be resolved by negotiations.

b. Each party’s selected appraiser shall then confer and select a third qualified appraiser within five (5) days of said conference, and the third appraiser shall determine the value of the Disputed Recoveries or settlement offer.

c. The third party appraiser shall conduct an appraisal, and the valuation of any Disputed Recoveries or settlement offer shall be final and binding, subject to appeal by arbitration in the case of Disputed Recoveries as provided in Section VI.I (“Arbitration of Disputes”).

2. **Expenses.** The CITY and the Firms shall each bear the expense of their own selected appraiser, and the CITY and the Firms shall each pay one-half of the expenses of the third appraiser.

H. NEGOTIATED FEE. The CITY is informed that the Attorneys’ Fees provided for herein are not set by law but rather are negotiable between the Firms, the CITY and their

respective counsel.

I. DIVISION OF ATTORNEYS' FEES.

1. ***Division of Fees; Disclosure.*** The Firms may divide the fees and/or costs to which it is entitled under this Agreement with another attorney or law firm retained as associate counsel. The terms of such additional division, if any, shall be disclosed to the CITY. The CITY is informed that, under the Rules of Professional Conduct of the State Bar of California, such a division may be made only with the CITY's written consent after a full disclosure to the CITY in writing that a division of fees shall be made and of the terms of such division. The division of fees among the Firms will be provided by a separate document to the CITY.

2. ***Retention of Associate Counsel.*** The Firms may retain associate counsel to assist with litigating a Legal Action pursuant to this Agreement. The attorney or law firm selected by the Firms shall be subject to the CITY's approval.

J. COSTS.

1. ***Costs Advanced by the Firms; Interest.*** The Firms shall advance all Costs incurred in connection with the Firms' representation of the CITY under this Agreement. Costs shall be advanced by the Firms and then paid by the CITY from any Gross Recovery, subject to the limitations and allocation of cost methodology described in Section E. Interest at the rate of four percent (4%) per year shall accrue on all Costs advanced by the Firms, from the date of each advance to the date of reimbursement. The Firms shall notify the CITY of the total amount of Costs advanced every quarter.

2. ***Apportionment of Costs.*** The CITY acknowledges and agrees that Costs may include expenses that benefit both the CITY and other clients of the Firms who are investigating or litigating claims similar to those brought on behalf of the CITY in the Legal Action, including but not limited to the expenses of taking discovery, conducting investigations, and hiring expert witnesses. The expenses that benefit both the CITY and other clients will be allocated among cases pending at the time of settlement or judgment that have not yet received final judgment such that the CITY is responsible for only that the portion of such expenses reasonably attributable to the expenses of conducting the Legal Action on behalf of the CITY, and only that portion attributable to CITY shall be treated as Costs in the event of a Net Recovery.

3. ***Reimbursement; Risk of Loss.*** The Firms shall be reimbursed for any Costs that are the responsibility of the CITY before any distribution to the CITY. If there is no Cash Recovery or the Gross Recovery is insufficient to reimburse the firms in full for the Costs advance, the Firms shall bear the loss for any Costs not reimbursed under this Agreement.

4. ***Defense of Attorneys' Fees and Costs to Third Party.*** Notwithstanding any provision of this Agreement to the contrary, the Firms shall defend the CITY in any motion seeking an award of Attorneys' Fees or costs against the CITY in any Legal Action brought under this Agreement. Any costs incurred in such defense shall be treated as Costs for purposes of, and in the manner provided by, this Agreement.

IV. REPRESENTATION OF ADVERSE INTERESTS

A. DISCLOSURE.

1. ***Duty to Disclose; No Conflicts Identified.*** If any of the Firms have a relationship with another party with interests adverse to the CITY, or with someone who would be substantially affected by any action taken under this Agreement, the Rules of Professional Conduct require the Firms to disclose that to the CITY so the CITY can evaluate whether that relationship causes the CITY to have any concerns regarding any of the Firms' loyalty, objectivity, or ability to protect the CITY's confidential information.

2. ***Representation of Other Clients; Waiver of Potential Conflicts.***

a. The CITY understands that currently, and from time to time, the Firms represent other municipalities, governmental agencies, governmental subdivisions, or investor-owned public water utilities in other actions or similar litigation, and that such work is the focus of the Firms' practice. Further, the CITY understands that the Firms represent other clients in actions similar to what would be brought under this Agreement and against the same potential defendants. The CITY understands that a recovery obtained on behalf of another client in a similar suit against the same defendants could, in theory, reduce the total pool of funds available from these same defendants to pay damages in a Legal Action brought under this Agreement. The CITY understands that the Firms would not take on this engagement if the CITY required the Firms to forgo representations like those described above. The CITY has conferred with its own separate and independent counsel about this matter, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest that may occur as the result of the Firms' current and continuing representation of cities and other water supplier in similar litigations, because such waiver enables the CITY to obtain the benefits of the Firms' experience and expertise.

b. The CITY consents that the Firms may continue to handle such work, and may take on similar new clients and matters without disclosing each such new matter to the CITY or seeking the consent of the CITY while representing it.

c. The Firms shall not, of course, take on such other work if it requires the Firms to be directly adverse to the CITY while the Firms are still representing the CITY under this Agreement.

V. TERMINATION

A. DISCHARGE OF ATTORNEY.

1. ***Right to Discharge.*** The CITY may discharge the Firms at any time, with or without cause, by written notice effective when received by the Firms. The CITY shall have the right to terminate this Agreement with cause upon the Firms breach of this Agreement or its failure to strictly adhere to the California Rules of Professional Conduct. Unless specifically agreed by the Firms and the CITY, the Firms shall provide no further services and advance no further Costs on the CITY's behalf after receipt of the notice of discharge. If any or all of the Firms are the CITY's attorney of record in any proceeding, the CITY shall execute and return a substitution-of-attorney form within a reasonable time after receipt from the Firms.

2. ***Reimbursement of Costs; Fees.*** In the event the Firms are discharged without cause before the conclusion of a Legal Action, the CITY shall (i) reimburse the Firms for any and all Costs advanced by the Firms for such Legal Action not later than thirty (30) days from receipt of a reasonably detailed final cost accounting from the Firms, and (ii) upon the conclusion of the Legal Action, pay the Firms a Reasonable Attorneys' Fee for services performed up to the point of the discharge. Nothing herein shall be construed to limit the CITY's rights and remedies in the event of a discharge of the Firms for cause, and the CITY reserves the right to withhold payment of attorney's fees to the Firms to the extent that the Firms are discharged by the CITY for good cause. For purposes of this Section V(A), the term "for cause" shall mean where the Firms have breached this Agreement or otherwise failed to provide legal services that meet professional standards.

B. WITHDRAWAL OF ATTORNEY.

1. ***Right to Withdraw.*** The Firms may withdraw from representation of the CITY (i) with the CITY's consent, (ii) upon court approval, or (iii) if no Legal Action is filed, for good cause upon reasonable notice to the CITY. Good cause includes the CITY's material breach of this Agreement, the CITY's unreasonable refusal to cooperate with the Firms or to follow the Firms' advice on a material matter after elevation of the matter to the CITY's Board of Directors, or any other fact or circumstance that would render the Firms' continuing representation unlawful or unethical. Notwithstanding the Firms' withdrawal for good cause, the CITY shall remain obligated to pay the Firms and any associated counsel, out of the Gross Recovery if there is a recovery at the time of withdrawal, a Reasonable Fee for all services provided and to reimburse the Firms for all reasonable Costs advanced before the withdrawal.

2. *Withdrawal Without Cause.*

a. The Firms may terminate this Agreement at any time, without cause, by giving the CITY not less than sixty (60) days prior written notice of termination, said notice to specify the effective date of the termination and provide for a reasonable transition of the case, without prejudice to the CITY, to qualified replacement counsel. Where the Firms terminate this Agreement without cause, the Firms shall not be entitled to the recovery of any amount, regardless of the status of any pending Legal Action, and regardless of whether any amounts have been or are subsequently received by the CITY.

b. Any withdrawal by the Firms, with or without cause, shall be subject to California Rules of Professional Conduct, Rule 3-700 which specifies that an attorney "shall not withdraw from employment until [he/she] has taken reasonable steps to avoid reasonably foreseeable prejudice to the rights of the client, including giving due notice to the client [and] allowing time for employment of new counsel...".

VI. TERMINATION

A. **LIEN.** The CITY hereby grants the Firms a lien, to the extent allowed under Nevada law, on any and all claims or causes of action that are the subject of the Firms' Contingent Fee and/or Costs advanced under this Agreement. The Firms' lien shall be for sums owed to the Firms for any unpaid Contingent Fee and Costs at the conclusion of the Firms' services. The lien

shall attach to any Gross Recovery the CITY may obtain.

B. RELEASE OF THE CITY'S PAPERS AND PROPERTY. Upon the conclusion of services under this Agreement, the Firms shall release promptly to the CITY on request all of the CITY's papers and property. "The CITY's papers and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the CITY's representation, regardless of whether the CITY has paid for said documents or property.

C. INDEPENDENT CONTRACTOR. The relationship to the CITY of the Firms, and any associate counsel or paralegal provided through the Firms, in the performance of services hereunder, is that of independent contractor and not that of employee of the CITY, and no other wording of this Agreement shall stand in derogation. The fees and expenses paid to the Firms hereunder shall be deemed revenues or expense reimbursements of the Firms' offices practices and not remuneration for individual employment apart from the business of the individual Firm's law offices.

D. DISCLAIMER OF GUARANTEE. Although the Firms may offer an opinion about possible results regarding the subject matter of this Agreement, the Firms cannot guarantee any particular result. The CITY acknowledges that none of the Firms have made promises about the outcome and that any opinion offered by the Firms in the future shall not constitute a guarantee.

E. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement shall be binding on the parties.

F. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

G. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.

H. RECITALS; TITLES, SUBTITLES, HEADINGS. The recitals to this Agreement are part of this Agreement, but all titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Agreement.

I. ARBITRATION OF DISPUTES. Notwithstanding any other provision of this Agreement, any disputes relating to the Firms' Contingent Fee and/or arising out of this Agreement may first be submitted to the State Bar's program for arbitration of fee disputes pursuant to Business and Professions Code section 6200 et seq. If a fee dispute arises, the Firms shall provide the CITY with information about the State Bar program.

J. VENUE IN ACTION ON AGREEMENT. In any dispute relating to the Contingent Fee or other dispute arising out of this Agreement, the venue shall be Riverside County, California.

K. GOVERNING LAW. The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of California.

L. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date when last executed by all of the Parties. Once effective, this Agreement shall, however, apply to services provided by the Firms on this matter before its effective date.

M. CITY OF PARTIES. Each of the signatories to this Agreement warrants that he or she has the CITY to enter into and execute this Agreement and to bind the entity or entities on whose behalf each sign.

N. EXECUTION. This Agreement may be executed by transmittal of electronic (.pdf) signature counterparts.

The foregoing is agreed to by:

CITY OF FERNLEY

By _____

Date

THE FIRMS:

SL Environmental Law Group PC
Alexander Leff

Date

Taft Stettinius & Hollister LLP
Robert A. Bilott

Date

Douglas & London
Michael A. London

Date

Levin Papantonio Proctor
Buchanan O’Brien Barr Mougey P.A.
Ned McWilliams

Date

Madonna & Madonna, LLP
Kevin J. Madonna

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Braelyn Birkel, Administrative Specialist II

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

100-529-320

ACTION REQUESTED: Resolution

AGENDA ITEM:

Possible action to approve Resolution #25-015 to update the Engineering Department Fee Schedule reflecting the amounts shown in the revised contract with Shaw Engineering for Permit Review

AGENDA ITEM BRIEF:

Engineering Permit Review Fees

RECOMMENDED MOTION:

"I move to approve Resolution #25-015 to update the Engineering Department Permit Fee Schedule reflecting the amounts shown in the revised contract with Shaw Engineering for Permit Review."

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 could choose not to update the new fees and continue with the current fees. Staff would need to contact a new consultant or determine what could be done with the existing fees.

BACKGROUND:

The City of Fernley Engineering utilizes third party engineering consultants to support Engineering Department permit review for development projects occurring in the City. The engineering department does not have appropriate staff or resources to address the needs of the increase in development that has occurred over the last five years.

The fees allow the engineering department to utilize the services of an engineering firm to provide a variety of on-call engineering services, primarily entitlement and construction permitting review services and water and sewer system modeling services.

The cost for these services would be borne by the development project applicant and are captured in the engineering department development fee structure. Any engineering services not for development would be paid for by the City through the engineering department's professional services budget. These services would be directed and scoped by the City Engineer.

The Engineering Permit Fees were updated in 2024. The majority of the fees will remain the same. The only changes are as follows: an increase based on the number of pages for plan review on the Offsite/Public Improvements Permit, and an increase in the consultant's hourly rate.

The changes to the fee schedule are summarized below:

1. Offsite/Public Improvements Only:

Plan Review < 45 Pages \$2,500 (fee remains the same, increases the number of pages)

Plan Review > 45 Pages \$2,500 + \$75 per page over 45 pages

2. Water and Sewer Modeling:

Water Pressure/Flow Check \$200/hr. (increase from \$160/hr)

3. Miscellaneous Fees

Engineering/Planning Time \$200/hr. (increase from \$160/hr)

Consultant Engineering Time \$200/hr. (increase from \$140/hr)

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625

FINANCIAL IMPLICATIONS:

The fees are a pass-through cost for the City of Fernley. The engineering department staff collects the fee as shown on the fee resolution and uses it to pay for invoices from our consultant.

ATTACHMENTS:

1. 2025.09.18 Engineering Services Fee Schedule - Effective 2025.10.15
2. Resolution 25-015 Adopt the Updated Engineering Fee Schedule

“EXHIBIT A”

DEVELOPMENT SERVICES FEE SCHEDULE (EFFECTIVE October 15th, 2025)

Engineering & Miscellaneous Fees

Fee Description	Fee
<u>Engineering Fees</u>	
Floodplain Development Permit	\$2,500 deposit + Actual Cost
Final Improvement Plans Review	\$3,000 + \$100/lot
Industrial Discharge permit	\$800
Annual renewal	\$400
Lab Testing for permit	Actual Cost
Grading and Improvement Fees	
Grading Permit Engineering Review Fee	
1. 50 cubic yards or less	No Permit Required
2. 51 to 100 cubic yards	\$400
3. 101 to 1,000 cubic yards	\$800
4. 1,001 to 10,000 cubic yards	\$1,500
5. 10,001 to 100,000 cubic yards	\$2,000
6. 100,001 to 200,000 cubic yards	\$3,000
7. 200,001 or more cubic yards	\$4,500
Grading Permit Fee	
1. 50 cubic yards or less	No Permit Required
2. 51 to 100 cubic yards	\$100
3. 101 to 1,000 cubic yards	\$250
4. 1,001 to 10,000 cubic yards	\$400
5. 10,001 to 100,000 cubic yards	\$950
6. 100,001 to 200,000 cubic yards	\$1,500
7. 200,001 or more cubic yards	\$1,500 for first 200,000 cubic yards plus \$40 for each additional 10,000 cubic yards or fraction thereof.
Multi-Family Civil Improvement Fees (Onsite and Offsite Plan Review):	
1. Permit Application Fee/Plan Filing Fee	\$100
2. Plan Review Fees:	
Less than or equal to 1.99 acres	\$3,000
2-14.99 acres	\$6,000

15+ acres	\$7,500
Commercial and Industrial Civil Improvement Fees (Onsite and Offsite Plan Review):	
Less than or equal to 0.99 acres	\$2,500
Greater than or equal to 1 acre	\$4,500
Offsite/Public Improvements Only:	
Plan Review < 45 Pages	\$2,500
Per page over 45 pages	\$2,500 + \$75 per page over 45 pages
Inspection Fees (Improvement Cost from Engineer's Estimate)	
\$0 – \$50,000	3.00%
\$50,001 – \$100,000	2.75%
\$100,001 – \$200,000	2.50%
\$200,001 – \$300,000	2.25%
Over \$300,000	2.00%
Costs incurred over the base inspection fee	Actual Cost
Encroachment Permit Fees:	
1. Permit Fee	\$300
2. Inspection Fee:	
Cut/Excavation	
1 – 100 square feet (minimum charge)	\$125
Over 100 square feet	\$125 + \$0.50/square-foot over 100 square feet
3. Nonprofit Utilities	Required to obtain a permit, exempt from required permit and inspection fees, and required to have all work tested and inspected at their cost.
4. For Profit Utilities	Required to obtain a permit but are exempt from the bonding requirements of the City's encroachment permit.
5. Blanket permits for PUC regulated utilities (for one year)	\$3,200 (Due and payable by December 31 st of each year)
6. Encroachment Permit Extension Fee (before expiration date)	\$20
7. Encroachment Permit Extension Fee (after expiration date)	\$125
Encroachment Permit Refundable Cash Bond	\$500 + \$10/square-foot over 100 square feet

Tenant Improvement Plan Review	\$300
Single Family Residential Plan Review (water/sewer connections and drainage)	\$50
ERC Calculation Sheet Review and Processing Fee	\$300
Bac-T Test Each (City will sample and submit to lab but the cost of testing will be borne by the applicant/contractor)	\$200
Working Without a Permit	Anyone performing work without a permit shall be charged triple the amount of the original permit and inspection fees for the first offense. For the second offense, the penalty shall be quadrupled. Further violations may result in civil prosecution as damage to public property.
Vehicle Towing	Actual Cost
Other Inspection Fees	Actual Cost
Water and Sewer Modeling:	
Water Pressure/Flow Check	\$200/hr.
Water Discovery/Preliminary Modeling	\$1,000
Sewer Discovery/Preliminary Modeling	\$1,000
Water Modeling w/ NAC report and BSDW submittal (main extensions only)(includes NDEP App Fee)	\$5,000
Water Modeling w/ NAC report and BSDW submittal (NO main extensions) (includes NDEP App Fee)	\$2,300
Sewer main extension with modeling and BWPC submittal	\$1,100
Water System Special Projects (booster station, tanks, pressure regulation stations, etc.)	\$2,500 deposit + Actual Cost
Miscellaneous Fees	
Miscellaneous Engineering/Planning Time	\$200/hr.
Miscellaneous Consultant Engineering Time	\$200/hr.
GIS Printing Fees	Actual Cost of Production/Printing
Reimbursement Agreement	\$2,500
Noticing Fee	\$300
Surveyor Fee	Actual Cost

City of Fernley
Resolution #25-015

**A RESOLUTION OF THE CITY OF FERNLEY TO ADOPT THE UPDATED ENGINEERING
REVIEW FEES.**

WHEREAS, it is a function of the City of Fernley to have a third party provide development reviews, water and sewer modeling, and other various on-call engineering support for the planning and engineering departments; and

WHEREAS, the City Council desires to provide through reviews of development projects and various on-call planning and engineering support; and

WHEREAS, the current fee schedule rates have changed since the last renewal in 2019; and

WHEREAS, adoption of the Engineering Review Fees for Development Reviews and On-Call Engineering Support are required to continue providing reviews since 2019; and

WHEREAS, The Fernley City Council, on October 15th, 2025, held a public meeting and approved Resolution 25-015; and

NOW, THEREFORE, BE IT RESOLVED, that the Fernley City Council adopts the updated Engineering Review Fees.

BE IT FURTHER RESOLVED, that the Fernley City Council updates the updated Engineering Review Fee.

RESOLUTION PASSED, APPROVED, AND ADOPTED this 15th day of October 2025, by the following vote of the Fernley City Council:

Ayes: ____ NAYS: ____ ABSTENTIONS: ____ ABSENT: ____

By: _____

Neal E. McIntyre, Mayor

Date: _____

Attest: _____

Kim Swanson, City Clerk

Date: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Alisa Johansson

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion
Resolution

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding Resolution 25-016, associated with MPA25003, a Comprehensive Master Plan Amendment request from the City of Fernley to adjust the Comprehensive Master Plan land use designation for an approximately 2.29-acre parcel located at 60 Sage Street from Low Density Residential (LDR) to Commercial (C) for consistency with the existing zoning designation of C2 (General Commercial) and for consistency with past Master Plan Amendments for this site (APN 020-272-01).

AGENDA ITEM BRIEF:

An application to adjust the Comprehensive Master Plan land use designation for parcel 020-272-01 containing approximately 2.29 acres and located at 60 Sage Street from Low Density Residential to Commercial. At the September 10th Planning Commission meeting, the Commission unanimously voted to approve the proposed action.

RECOMMENDED MOTION:

"Based on the analysis presented in the staff report, I move to certify Resolution #25-016, associated with MPA25003, adjusting the Comprehensive Master Plan land use designation for parcel 020-272-01 containing approximately 2.29 acres and located at 60 Sage Street from Low Density Residential to Commercial."

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:

Denial

"I move to deny MPA25003 and Resolution #25-016. I cannot certify approval of this Master Plan Amendment because I have determined the proposed changes to be detrimental to the public's health, safety, and general welfare and I am unable to make the following required findings:

(State finding and supporting analysis—repeat for each applicable finding)."

No further alternatives are provided, however, any other motions comporting with City Council parliamentary procedures are appropriate.

BACKGROUND:

Site, Vicinity, & History

Located in Southwest Fernley, the rectangular property comprises approximately 2.29 acres and is currently undeveloped. Sage Street and Highway 95A bound the site along the south and east property lines. The Truckee Canal lies north of the site, delimiting the site as well as the southwest portion of the City. The property is mapped within FEMA flood zone A and is sparsely vegetated. The site's topography is generally flat. Access is provided from Sage Street.

Once contained within the Southwest Fernley Future Development Area, the property is now subject to the newly-adopted Southwest Fernley Area Plan. The Southwest Fernley Area Plan establishes a Low Density Residential land use for this site and for adjoining sites to the west. The Commercial land use has been adopted for other neighboring sites to the immediate south across Sage Street.

Prior to the adoption of this plan, the underlying Master Plan land use was Commercial. The property owner, Marti Allison, pursued and received approval for a Master Plan Amendment in the late 2000s (MPA08-05) updating the Master Plan land use for the property from Low Density Residential to Commercial. The current request from the Planning Department seeks to rectify the adopted master plan land use for consistency with this past approval and for consistency with the site's zoning designation of C2.

Analysis: Comprehensive Master Plan Amendment

The adoption of the master plan must be by resolution of the Planning Commission, carried by the affirmative votes of not less than two-thirds of the total membership of the committee. In order to adopt an amendment to the master plan, the Planning Commission shall find that a change is justified based on the following findings. Certification by City Council shall be by the affirmative votes of a simple majority of the entire City Council.

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

The proposed amendment would implement the following goals and policies from the Comprehensive Master Plan:

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

The proposed Master Plan Amendment seeks to enhance compatibility by aligning the site's master plan land use with adjoining commercial and industrial land uses along Highway 95A. This land use mapping provides the framework for a non-residential corridor encapsulating the highway as it travels south—a framework that is consistent with development patterns elsewhere in the City.

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

Although the adjoining residential sites to the west are already platted, the siting of a commercial use on the subject property provides an effective buffer and transition between Highway 95A and current and future residential developments on those lots.

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

While not in a truly remote portion of the City, the site is located on the perimeter of the established community core. Located across the Truckee Canal in the southwest portion of Fernley, the property is at the edge of newly master planned land, largely vacant and ripe for further growth and development. Despite this peripheral locale, the property can still be effectively and efficiently served by public services and utility infrastructure thanks to the existing facilities that abut the site. The proposed master plan amendment would allow commercial uses to expand south along Highway 95A in a manner that ensures their efficient service by utility and other public infrastructure.

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

The proposed master plan amendment supports flexible, feasible, and efficient projects on the subject site by mapping a land use that is compatible with the site's current zoning designation and more suited to the site's location. Due to the adjoining transportation corridor, non-residential uses are more likely to be successful on this corner site. Enhanced feasibility creates flexibility for both land owners and developers.

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

The Southwest Fernley Area Plan establishes a strong non-residential presence along Highway 95A with commercial, mixed, and industrial uses sited along the west side of the road. A major north-south transportation corridor for the Southwest Area of Fernley and for the City and region in general, this land use mapping along Highway 95A provides additional visible and accessible opportunities for businesses and services to serve the new residential areas envisioned by this Plan. By reverting the master plan land use for the subject property to Commercial, the Southwest Fernley Area Plan's non-residential edge is extended north to the Truckee Canal. Although it is clear that the Southwest Area Plan authors intended to provide a transition from the proposed non-residential land uses to the south to the established and developed residential neighborhoods to the north, staff feels the Truckee Canal provides a sufficient buffer and informal boundary between these uses, reducing the need for a more overt north-south transition in the City's land use maps.

Furthermore, siting commercial or mixed uses along transportation corridors provides, in-and-of-itself, an effective buffer between the transportation facility and surrounding residential neighborhoods. Such sites become informal neighborhood gateways, where appropriately-scaled businesses and services can be both easily served by infrastructure and conveniently utilized by residents. Thus, although the context to the immediate west of the subject property is mapped for and developed with low density residential uses, the proposed amendment would be compatible with these uses as the Commercial land use designation creates an appropriate transition or gateway site.

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

A public hearing was held at the September 10th Planning Commission meeting in accordance with Fernley

Municipal Code and Nevada Revised Statutes. Legal notice was published in the Reno-Gazette Journal on August 27, 2025. A public hearing will be held at the October 15th City Council meeting. Additional legal advertisement was published on September 30, 2025.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General References

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

Specific References

NRS 278.030 – Creation of Planning Commission by cities and counties; number of members
NRS 278.150 – Master plan: Preparation and adoption by planning commission; adoption by governing body of city or county
NRS 278.210 – Adoption of master plan and amendments by commission: Notice, hearing; neighborhood meeting; resolution; frequency of certain amendments; attested copies; certification by electronic means

FMC 32.03.040(b) – Comprehensive master plan amendments

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Exhibit 1 - Resolution 25-016
2. Exhibit 2 - Vicinity Map
3. Exhibit 3 - Land Use and Zoning Maps
4. Exhibit 4 - MPA-08-05

CITY OF FERNLEY
RESOLUTION # 25-016

A RESOLUTION OF THE CITY OF FERNLEY FOR A COMPREHENSIVE MASTER PLAN AMENDMENT ASSOCIATED WITH CASE NUMBER MPA25003, TO ADJUST THE MASTER PLAN LAND USE FOR PARCEL 020-272-01 LOCATED AT 60 SAGE STREET FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL.

WHEREAS, the Southwest Fernley Area Plan was adopted by Resolution of the Planning Commission on May 15, 2025, and by the City Council on June 4, 2025; and

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

WHEREAS the Planning Commission held a public hearing on September 10, 2025 and the City Council heard this item on October 15, 2025; and

WHEREAS the proposed Master Plan Amendment would implement Goals LU.1.4, LU.1.4.3, LU1.5.3, and LU.1.6 of the City of Fernley Comprehensive Master Plan.

NOW, THEREFORE, BE IT RESOLVED, that based on the discussion and findings provided in the staff report and/or testimony presented at the September 10, 2025 Planning Commission and the October 15, 2025 City Council meetings, that the proposed Master Plan Amendment be adopted as part of the City of Fernley's comprehensive master plan; and

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

RESOLUTION PASSED this 10th day of September 2025, by the following vote of the Fernley Planning Commission:

AYES: 7 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0

By: _____

Date: _____

Jenni McCullar, Chairwoman

Attest By: _____

Date: _____

Brenda Gosser, Deputy City Clerk

RESOLUTION CERTIFIED this 15th day of October 2025, by the following vote of the Fernley City Council:

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

FERNLEY CITY COUNCIL

By: _____

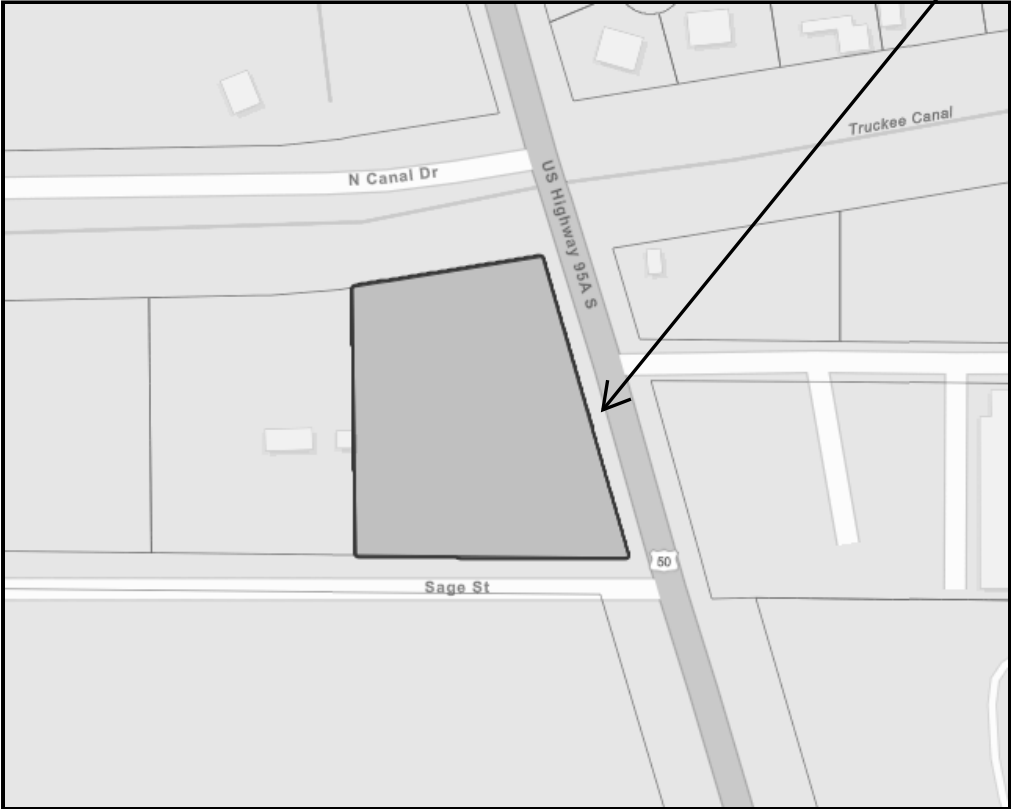
Neal E. McIntyre, Mayor

Date: _____

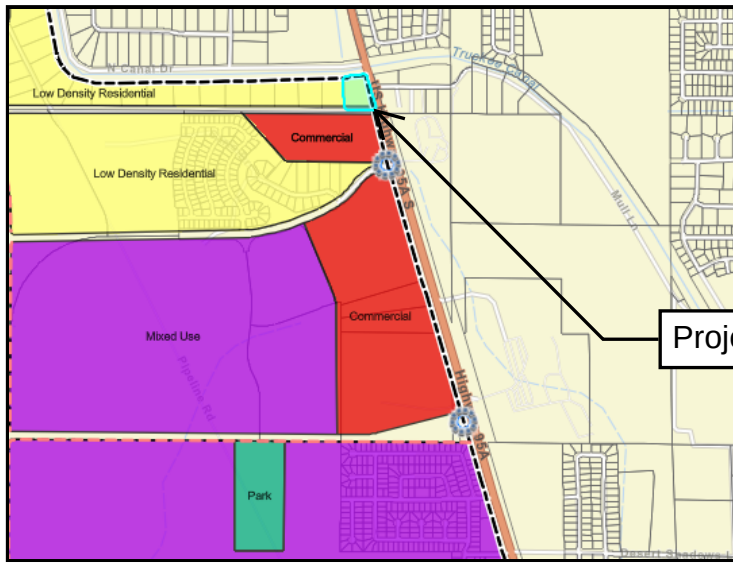
Attest By: _____

Kim Swanson, City Clerk

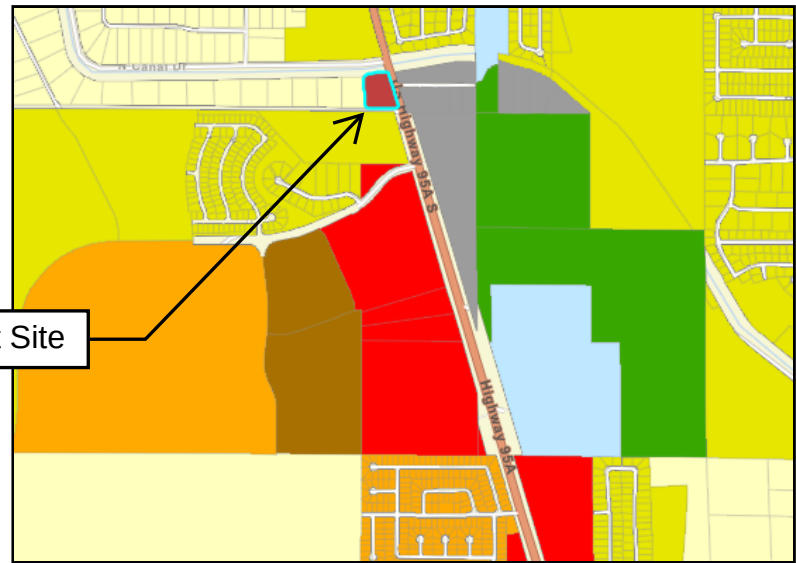
Date: _____



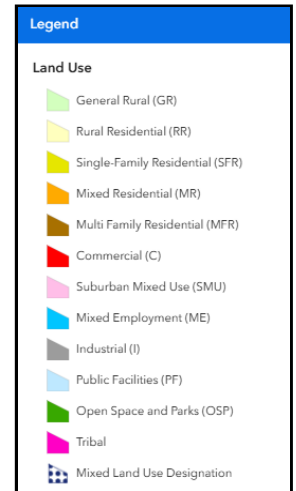
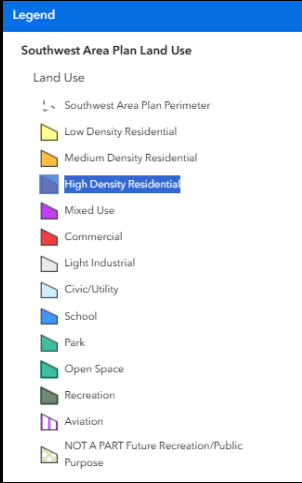
Southwest Area Plan Land Use Map (cropped)



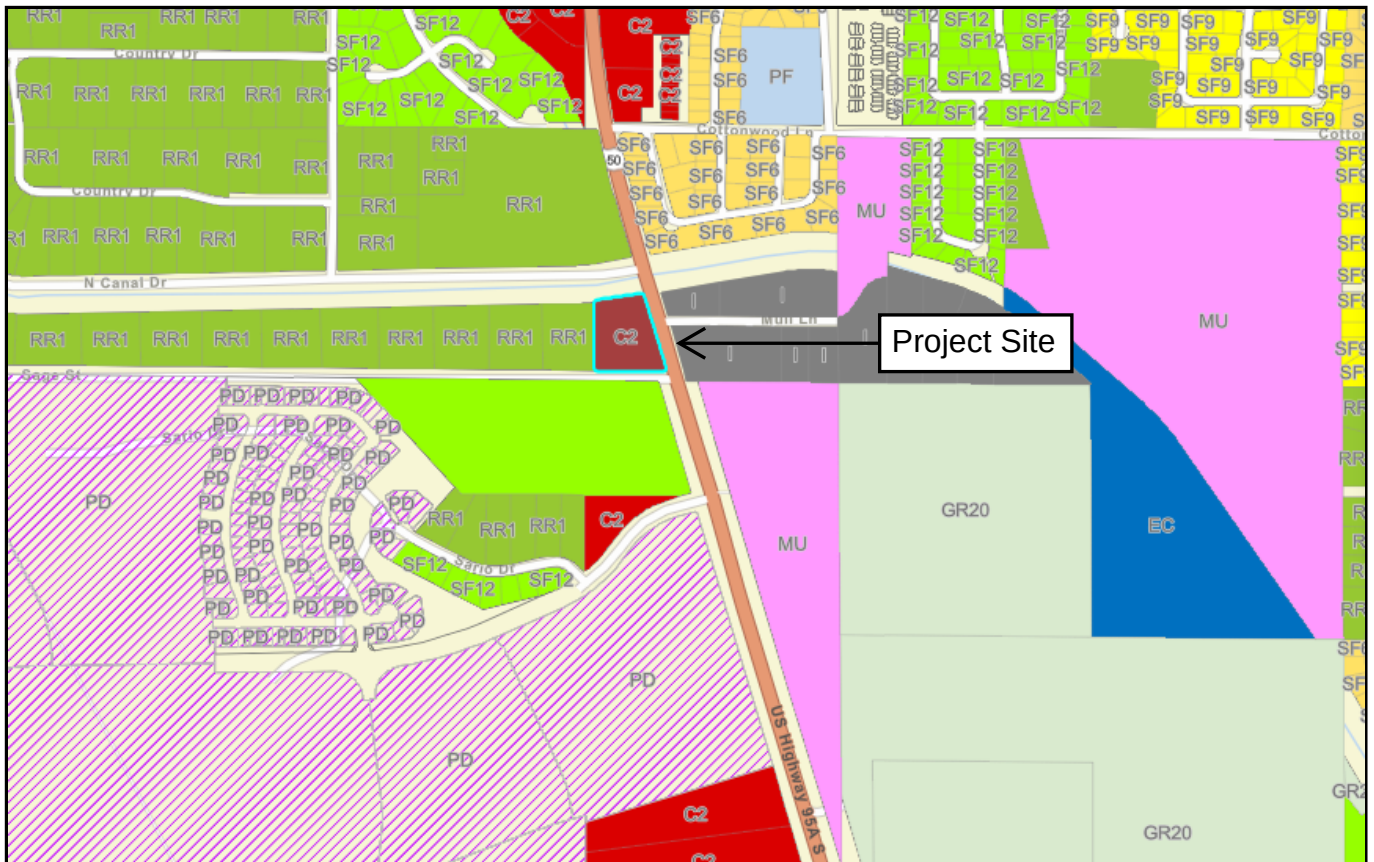
Prior Adopted Land Use Map (cropped)



Project Site



Current Zoning Map (cropped)



Project Site

MPA 08-05

Sage Street Commercial

Planning Case Information Record Archive

Cabinet:	Planning
Drawer: Administrative, Entitlements, Mapping	Entitlements
Folder: Case Type	MPA
Folder: Year	2008
Folder & File Name: Case Number	08-05
Retention	Permanent
Special Instructions:	
Project Name:	Sage Street Commercial
Planning Case Number:	N/A
Case File Number:	MPA 08-05
Parcel Number(s):	020-272-01
Parcel Address(es):	
Property Owner(s) Name(s):	
Applicant/Developer(s) Name(s):	
Submitted Date:	N/A
Approved Date:	N/A

Name and Address of Sender **APPLICATION # MPA 08-05**
MARTIE ALISON

Check type of mail:
☐ Express
☐ Registered
☐ Insured
☐ COD
☐ Return Receipt (RR) for Merchandise
☐ Certified
☐ Intl Rec. Del.
☐ Del. Confirmation (DC)

If Registered Mail, check below:
☐ Insured
☐ Not Insured
Affix stamp here if issued as certificate of mailing, or for additional copies of this bill.
Postmark and Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	N/A	SEE ATTACHED													SEE ATTACHED
2	"	"													"
3	"	"													"
4	"	"													"
5	"	"													"
6	"	"													"
7	"	"													"
8	"	"													"
9	"	"													"
10	"	"													"
11	"	"													"
12	"	"													"
13	"	"													"
14	"	"													"
15	"	"													"



Total Number of Pieces Listed by Sender **15**
Total Number of Pieces Received at Post Office **15**
Postmaster, Per (Name of receiving employee) *[Signature]*

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Name and Address of Sender **Application # MPA 08-05**
MARTI ALISON

Check type of mail:
☐ Express
☐ Registered
☐ Insured
☐ COD
☐ Return Receipt (RR) for Merchandise
☐ Certified
☐ Int'l Rec. Del.
☐ Del. Confirmation (DC)

If Registered Mail, check below:
☐ Insured
☐ Not Insured
Affix stamp here if issued as certificate of mailing, or for additional copies of this bill.
Postmark and Date of Receipt

Line	Article Number	Addressee Name, Street, and PO Address	Postage	Fee	Handling Charge	Actual Value (If Reg.)	Insured Value	Due Sender If COD	RR Fee	DC Fee	SC Fee	SH Fee	SD Fee	RD Fee	Remarks
1	N/A	SEE ATTACHED													SEE ATTACHED
2	"	"													"
3	"	"													"
4	"	"													"
5	"	"													"
6	"	"													"
7	"	"													"
8	"	"													"
9	"	"													"
10	"	"													"
11	"	"													"
12	"	"													"
13	"	"													"
14	"	"													"
15	"	"													"



U.S. POSTAGE
PAID
FERRYWAY, WV
JUN 8 2008
\$10.50
00034330-08

Total Number of Pieces Listed by Sender **15**
Total Number of Pieces Received at Post Office **15**
Postmaster, Per (Name of receiving employee) **Done**
The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

Line	Article Number	Addressee Name, Street and PO Box Address	
1	N/A	TRUCKEE CARSON IRRIGATION DISTRICT PO BOX 1356 FALLON, NV 89407	
2	N/A		MOFFETT, NANNETTE TR 2135 BRISTOL PL CARSON CITY, NV 89703
3	N/A	MOFFETT, NANNETTE TR 2135 BRISTOL PL CARSON CITY, NV 89703	
4	N/A		SHAWWE, IKE PO BOX 3271 RENO, NV 89505
5	N/A	MOFFETT, NANNETTE TR 2135 BRISTOL PL CARSON CITY, NV 89703	
6	N/A		TOTH, RUTH G ET AL PO BOX 131 FERNLEY, NV 89408
7	N/A	ALLEN, SHANNON L & JACQUIE C PO BOX 879 FERNLEY, NV 89408	
8	N/A		FARRIS, JOE D & DE ANNA H PO BOX 224 FERNLEY, NV 89408
9	N/A	FROSSARD, PAUL DAVID ET AL % RANDOLPH & JANICE FROSSARD 965 VILLA WAY FERNLEY, NV 89408	
10	N/A		MOFFETT, NANNETTE TR 2135 BRISTOL PL CARSON CITY, NV 89703
11	N/A	MC CLURG, WENDELL E PO BOX 1364 FERNLEY, NV 89408	
12	N/A		ELLISON, MARYANN E PO BOX 346 FERNLEY, NV 89408
13	N/A	SHAWWE, IKE PO BOX 3271 RENO, NV 89505	
14	N/A		MOFFETT, NANNETTE TR 2135 BRISTOL PL CARSON CITY, NV 89703
15	N/A	RMCC NEVADA INC 333 GALLETTI WAY RENO, NV 89512	

Remarks
020-285-04
020-281-05
020-281-06
020-282-03
020-282-04
020-282-06
020-281-01
020-281-02
020-271-06
020-281-03
020-281-07
020-281-08
020-282-02
020-282-05
020-285-03

Line	Article Number	Addressee Name, Street and PO Box Address		Remarks
1	N/A	MULL LANE, LLC 3170 HWY 50 STE 10 SO LAKE TAHOE, CA 96150		020-285-05
2	N/A		FERNLEY HILLS ENTERPRISES LLC PO BOX 1259 FERNLEY, NV 89408	021-531-03
3	N/A	FERNLEY HILLS ENTERPRISES LLC PO BOX 1259 FERNLEY, NV 89408		021-531-02
4	N/A		PIONEER WEST INVESTMENT CO LLC 601 S 15 TH ST SPARKS, NV 89431	020-285-01
5	N/A	HANSEN, JOY / DENISON, GLORIA 280 CRESTVIEW DRIVE SANA CLARA, CA 95050		020-272-03
6	N/A		BARNEY, LANCE ALLEN ET AL 104 SARJO DR FERNLEY, NV 89408	020-621-02
7	N/A	WHITWORTH, TERRY L & NEIL A JR 108 SARJO DR FERNLEY, NV 89408		020-621-03
8	N/A		REFUSE INC C/O WASTE MANAGEMENT PO BOX 1450 CHICAGO, IL 60690-1450	021-532-01
9	N/A	WELLS, ROBERT W JR & BESSIE U/C PO BOX 1836 FERNLEY, NV 89408		020-272-02
10	N/A		CAREY, RONALD L & HELEN JANIS 100 SARJO DR FERNLEY, NV 89408	020-621-01
11	N/A	MOFFETT, NANNETTE TR 2135 BRISTOL PL CARSON CITY, NV 89703		020-281-04
12	N/A		CRAIG, JAMES & MARY A TRS PO BOX 662 FERNLEY, NV 89408	020-282-01
13	N/A	FLODMAN, ERIC 1215 CAMILLE DR FERNLEY, NV 89408		020-282-07
14	N/A		USA - BUREAU OF RECLAMATION LAHONTAN BASIN AREA OFFICE 705 NORTH PLAZA ST, ROOM 320 CARSON CITY, NV 89701	021-171-16
15	N/A	KENISON, RUSSELL & SUSAN TRS 9505 BUFFALO RD WINNEMUCCA, NV 89445		020-272-04



Community Development Department
595 Silver Lace Blvd, Fernley, NV 89408
DEVELOPMENT APPLICATION

City File Number

MPA 08-05

APPLICATIONS, PLANS, AND/OR SUPPORTING DOCUMENTATION THAT ARE INCOMPLETE OR ILLEGIBLE WILL NOT BE ACCEPTED. Please complete all sections that apply to you and/or your project. Applications will be accepted prior to 4 pm Monday thru Friday, by appointment only. (Temporary Use Permits may be submitted without appointment.) Intake appointments may be made by phone, fax, or email.

Phone: 775-784-9900 ■ Fax: 775-784-9828 Attn: Application Intake ■ Email: planning@cityoffernley.org

Please read/review the entire application, print clearly, and sign the application form.

☐ DESIGN REVIEW (DR)		☒ COMPREHENSIVE PLAN AMENDMENT (CPA)	
☐ SPECIAL USE PERMIT (SUP)		☐ ZONING MAP AMENDMENT (ZMA)	
☐ MAJOR VARIANCE (VAR)		☐ APPEAL (APL)	

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MAY 27 2008

Applicant's Name <u>MARTI ALLISON</u>		Signature <u>Marti Allison</u>		Primary Contact?	
Company Name:					
Address: <u>110 PLEASANT VALLEY DRIVE</u>					
City: <u>RENO</u>		State: <u>NV</u>		Zip Code: <u>89521</u>	
Phone No.: <u>(775) 850-7000</u>		Cell No.: <u>(775) 742-5430</u>		Fax No.: <u>(775) 849-1068</u>	
Email: <u>maca002@aol.com</u>					
Property Owners Name <u>SAME AS ABOVE!</u>					
Primary Contact?					
Company Name:					
Address:					
City:		State: <u>NV</u>		Zip Code:	
Phone No.:		Cell No.:		Fax No.:	
Engineer / Representative <u>TYSON JOHNSON</u>					
Primary Contact? <u>YES</u>					
Company Name: <u>BIGHORN CONSULTING</u>					
Address: <u>3675 LAKESIDE DRIVE SUITE B</u>					
City: <u>RENO</u>		State: <u>NV</u>		Zip Code: <u>89509</u>	
Phone No.: <u>(775) 827-6900</u>		Cell No.: <u>(775) 750-8035</u>		Fax No.: <u>(775) 825-6166</u>	
Email: <u>tjohnson@bighornconsulting.net</u>					
Brief Project Type/Description (Attach Detailed Project Type / Description):					
<u>SEE ATTACHED</u>					
Subdivision/Project Name And/Or Phase: <u>SAGE STREET COMMERCIAL</u>					
Project Location (Street Address): <u>60 SAGE STREET FERNLEY, NV</u>					
Assessor's Parcel Number(s): <u>020 - 272 - 01</u>					
Current Zoning: <u>C2</u>		Comprehensive Plan Land Use Designation <u>RES. LOW DENSITY</u>			
Total Project Acreage: <u>2.72 AC</u>		% Commercial: <u>100%</u>		CITY UTILITIES	
Number of Parcels Proposed: <u>1</u>		% Open Space: <u>N/A</u>		Water:	
				☐ Currently Served	
				☒ Proposed	
				Sewer	
				☐ Currently Served	
				☒ Proposed	
Previous Applications For This Site? ☐ Yes ☒ No					
List Previous Application No(s) And Names:					
1998 Flood Zone Designation: ☐ A ☐ AE ☐ AH ☐ AO ☐ A99 ☐ X ☐ D					
FEMA Map No.: <u>NOT MAPPED</u> Incl. Photocopy					
Application Filing Date: <u>5/28/08</u>		Project Review Committee:		Application Fee: <u>1,100 -</u>	
Application No.: <u>MPA 08-05</u>		☒ Yes ☐ No		Notification/GIS Fees	
Application Intake By: <u>SD</u>		Appt. Date: <u>6-5-08</u>		Initial Balance Due: <u>1,100 -</u>	
Planner: <u>Bill Cadwallader</u>		Appt. Time: <u>2:00</u>		Final Balance Paid:	

LETTER OF AUTHORIZATION

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

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

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MAY 27 2008

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

Marti Allison Marti Allison
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

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

APPLICANT:

Marti Allison Marti Allison
(Print Name) (Signature) (Date)

APPLICANT'S ENGINEER/REPRESENTATIVE:

Tyson Johnson
(Print Name) (Signature) (Date) MAY 21, 2008

City of Fernley Development Code, Chapter 3, Section 3.020, Determination of complete application: The Director or his designee shall determine the completeness of a zoning or land division application at the time of submittal of the application to the community development department. Acceptance of application fee shall constitute a determination that the application is complete. A determination of completeness shall not constitute a determination of compliance with substantive requirements of this development code.

Note: Some projects may not be required to submit everything on the suggested submittal, e.g., if there are no trees on your parcel(s), then you do not need to submit a Tree Survey and Conservation Plan. However, you will be required to justify why you are exempt from submitting any information on the submittal checklist in written format. Grading reports are now required with civil improvements unless otherwise determined at PRC. Project Review Committee meetings are conceptual in nature and comments expressed by staff should not be construed as being Conditions of Approval for any project application.

Submittal Requirements

**All items must be LABELED, GROUPED and in the ORDER STATED BELOW.
ACCEPTANCE OF AN APPLICATION IS NOT AN APPROVAL OR TECHNICAL REVIEW.**

NUMBER OF COPIES REQUIRED	APPLICANT:	STAFF:	DR	SUP	VAR	CPA	ZMA	APL
SUBMITTAL	# Submitted	# Received	Number of Copies Required					
1. Application Form	#	# 1	1	1	1	1	1	1
2. Full Size Site Plan Copies (Folded to 9" x 12")	#	#	5	17	12			1
3. Full Size Building Elevations (Folded to 9" x 12")	#	#	2	2	2			
4. Full Size Floor Plan (Folded to 9" x 12")	#	#	2	4	2			
5. Reduced Copies 8 1/2 x 11 (Site Plan, Building Elevations, and Floor Plan ONLY if required)	#	# 1	2	2	2	1 SITE ONLY	1 SITE ONLY	1
6. Vicinity Map	#	# 1	1	1	1	1	1	
7. Property Tax Receipt	#	# 1	1	1	1	1	1	
8. Personal Notification	#	# 1		1	1	1	1	1
9. Project Findings	#	# 1	1	1	1	1	1	1
10. Geotechnical Investigation	#	#	4	4				
11. Drainage Report	#	#	3	3				
12. Percolation Test (Septic Only)	#	#	3	3				
13. Traffic Report	#	#	4	4				
14. Sewer Impact Report	#	#	2	2				
15. Miscellaneous	#	#						
16. Title Reports a) Current b) Preliminary	#	#	1	1	1			

Note: Request for continuance by applicant-50% of original application fee. ♦After Technical Review and/or Before City Council Meeting ▲By Certified Mail

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- Assessor Home
- Personal Property
- Sales Data
- Secured Tax Inquiry
- Back to Search List

Parcel Detail for Parcel # 020-272-01

Location

Property Location 60 SAGE ST
Town FERNNLEY

Subdivision SAGE STREET
PARCEL Lot 16 Block

Property Name

Add'l Addresses

Assessor Maps

Legal Description

Description			
Total Acres	2.720	Ag Acres .000	W/R Acres .000
Improvements			
Single-fam Detached	0	Non-dwell Units	0
Single-fam Attached	0	MH Hookups	1
Multi-fam Units	0	Wells	1
Mobile Homes	1	Septic Tanks	1
Total Dwelling Units	1	Bldg Sq Ft	0
Improvement Detail		Garage Sq Ft	0
		Basement Sq Ft	0
		Attch/Detch	Finished 0

Ownership

Assessed Owner Name ALLISON, MARTHA

Mailing Address 110 PLEASANT VALLEY DR
RENO, NV 89521-0000

Legal Owner Name ALLISON, MARTHA

Vesting Doc#, Date 341624 01/28/05 Book/Page /

Map Document #s RS350659

Ownership History

Document History

Appraisal Classifications

Current Land Use Code 230

Zoning C2

Re-appraisal Group 4

Orig Constr Year 1980

Re-appraisal Year 2007

Weighted Year

Code Table

	Valuation		
	Working Year 2009-10	Closed/Reopened Year 2008-09	Prior Year 2007-08
Land	29,750	29,750	28,840
Improvements	1,914	1,914	2,069
Personal Property	0	0	0
Ag Land	0	0	0
Exemptions	0	0	0
Net Assessed	31,664	31,664	30,909

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MAY 27 2008



[Treasurer Home](#)

[Assessor Data Inquiry](#)

[Back to Last Page](#)

Secured Tax Inquiry Detail for Parcel # 020-272-01

Property Location: 60 SAGE ST 23-20-24 FR N2 N2, FERNLEY
Billed to: ALLISON, MARTHA
110 PLEASANT VALLEY DR
RENO, NV 89521-0000

Roll #: 000473
Tax Year: 2008
District: 6.0
Tax Service:
Land Use Code: 230

Outstanding Taxes:

Prior Year	Tax	Penalty/Interest	Total	Amount Paid	Total Due
------------	-----	------------------	-------	-------------	-----------

Current Year	(Unsecured Taxes exist)	No Taxes Owing
08/20	114.27	114.27
10/01	112.00	112.00
01/07	112.00	112.00
03/03	112.00	112.00
Totals:	450.27	450.27

[History](#)

CITY OF FERNLEY
595 SILVER LAKE BLVD.
www.cityoffernley.org
FERNLEY, NV 89408
775-784-9800

Receipt No: 68.005553 Jun 05, 2008

Marti Allison

Community Development Dept.
Planning/Zoning Fees 1,100.00
100-328-210
Planning and Zoning Fees
MFA 08-01
Sage Street Co
Commercial
60 Sage Street

APN 20-272-01
SJD

Total: 1,100.00

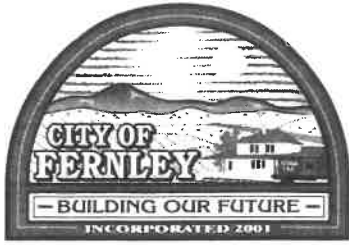
Check
Check No: 2009 1,100.00
Payor:

Marti Allison
Total Applied: 1,100.00

Change Tendered: .00

Duplicate Copy

06/05/08 02:32pm



COMMUNITY DEVELOPMENT DEPARTMENT

Robert "Terry" Gilbert, AICP
Director

Comprehensive Planning
Zoning
Development Review
Building and Safety
Economic Development
Code Enforcement

NOTICE OF APPLICATION AND HEARING

Description of Proposed Project: MPA 08-05 – A master plan amendment for Sage Street Commercial to change the existing Land Classification of a 2.72-acre parcel from Low Density Residential to Commercial. **The Planning Commission and/or City Council may approve, deny, or modify the request.**

Location of Subject Parcel: 60 Sage Street
APN 20-272-01

Applicant: Marti Allison

Dear Affected Property Owner:

An application for the above-referenced project is on file at the City of Fernley Community Development Department, Planning Division, at 595 Silver Lace Blvd., in Fernley, Nevada, and may be reviewed during regular office hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, except legal holidays. The staff summary for this project will be available for review at the City of Fernley Community Development Department prior to the meeting.

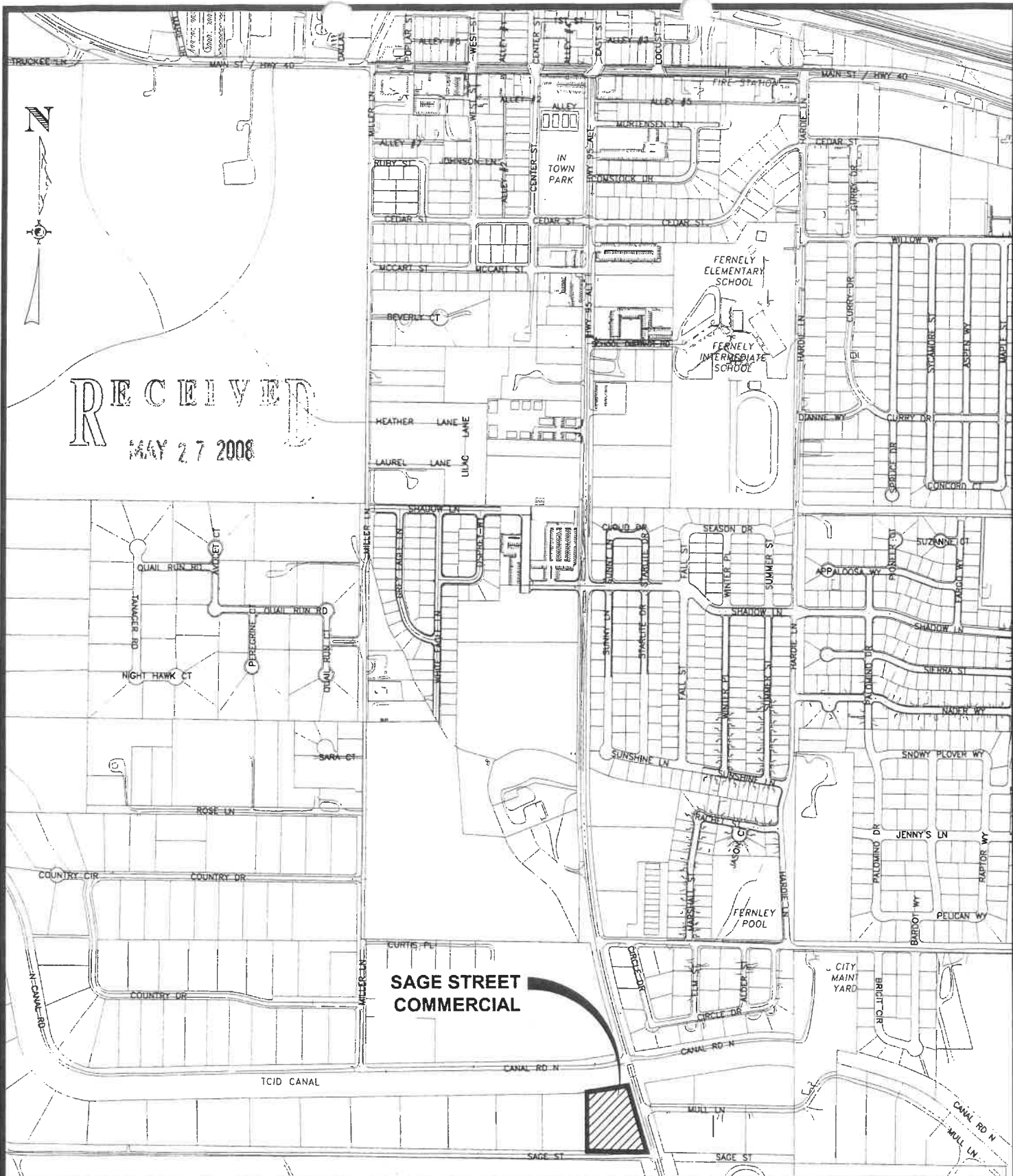
This item has been placed on the Planning Commission agenda to provide recommendation to City Council on:

Date: Wednesday – July 9, 2008
Time: The meeting commences at 6:00 p.m. This matter may be continued to another meeting without additional notice.
Location: City Council Chamber of the Fernley City Hall
595 Silver Lace Blvd., Fernley, NV

The requests have also been placed on the City Council agenda for final action on:

Date: Wednesday – August 20, 2008
Time: The meeting commences at 6:00 p.m. This matter may be continued to another meeting without additional notice.
Location: City Council Chamber of the Fernley City Hall
595 Silver Lace Blvd., Fernley, NV

Interested persons may appear at these meetings to present oral comments to the Planning Commission and City Council, or may submit written comments, in the area below, by mail to **City of Fernley Community Development Department, 595 Silver Lace Blvd., Fernley, NV 89408**. If written comments are not received prior to the date of the meeting, the Planning Commission or City Council may not consider them. For further information please contact Bill Cadwallader, Senior Planner at (775) 784-9905. **Comments (additional comments may be provided separately):**



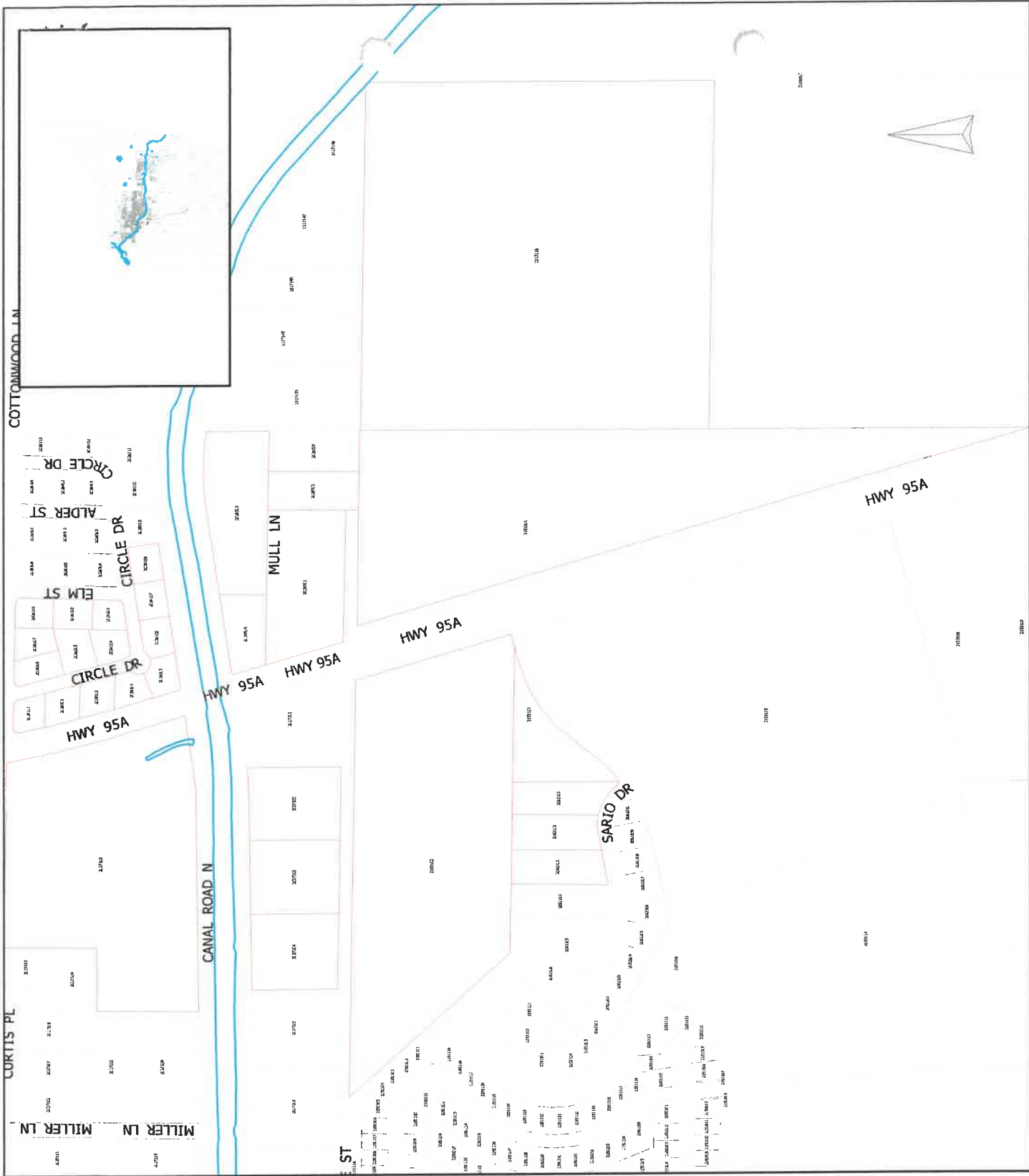
**SAGE STREET
COMMERCIAL
VICINITY MAP**

SCALE: 1"=800'
FERNLEY
NEVADA
5.19.2008

BIGHORN
CONSULTING
3675 LAKESIDE DRIVE, SUITE B, RENO, NEVADA 89509
OFFICE (775) 827-6900 FAX (775) 825-6166

SHEET
1
OF
1

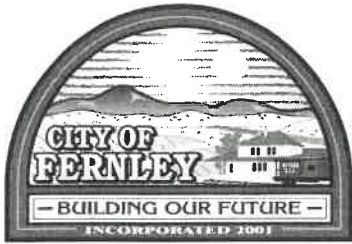
YPNO
2028505
2153103
2153102
2028501
2027203
2062102
2062103
2153201
2027202
2062101
2028104
2028201
2028207
2117116
2027204
2028504
2028105
2028106
2028203
2028204
2028206
2028101
2028102
2027106
2028103
2028107
2028108
2028202
2028205
2028503



MPA 08-05 Sage Street commercial, Notification

APN: 20-272-01 (Count=30 parcels)

State Plane - Nevada West
(NAD 83, feet)
Lon: 119°14.915' W
Lat: 39°35.275' N
Printed on: 6/2/2008



COMMUNITY DEVELOPMENT DEPARTMENT

Robert "Terry" Gilbert, AICP
Director

Current Planning
Comprehensive Planning
Development Review
Economic Development Zoning
Code Enforcement
Community Enhancement

Date: May 27, 2008

To: Interested Parties

From: City of Fernley Community Development Department

Project Review Committee (PRC) Date: June 5, 2008 - Beginning @ 8:30 am

Subject: Request for Comments

Project File No.: MPA 08-05

The following application has been submitted to the Community Development Department:

A master plan amendment for sage street Commercial
to change the existing land Classification of a 2.72-
acre parcel from Residential low Density to
Commercial.

Previous applications: None

Subject address and location: 60 Sage Street

Assessor's Parcel Number: APN(s) 20-272-01

The following information is provided for your review and comments, which will be considered during the review of the above referenced project. Your comments should be provided to the Community Development Department by **June 10, 2008 or for PRC**. Should you have any questions or need additional information, please call Bill Cadwallader, Case Planner, Community Development Department at 775-784-9905.

Comments: _____



COMMUNITY DEVELOPMENT DEPARTMENT

Robert "Terry" Gilbert, AICP
Director

Current Planning
Comprehensive Planning
Development Review
Economic Development Zoning
Code Enforcement
Community Enhancement

Date: May 27, 2008

To: Interested Parties

From: City of Fernley Community Development Department

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Subject: Request for Comments
Project File No.: MPA 08-05

The following application has been submitted to the Community Development Department:

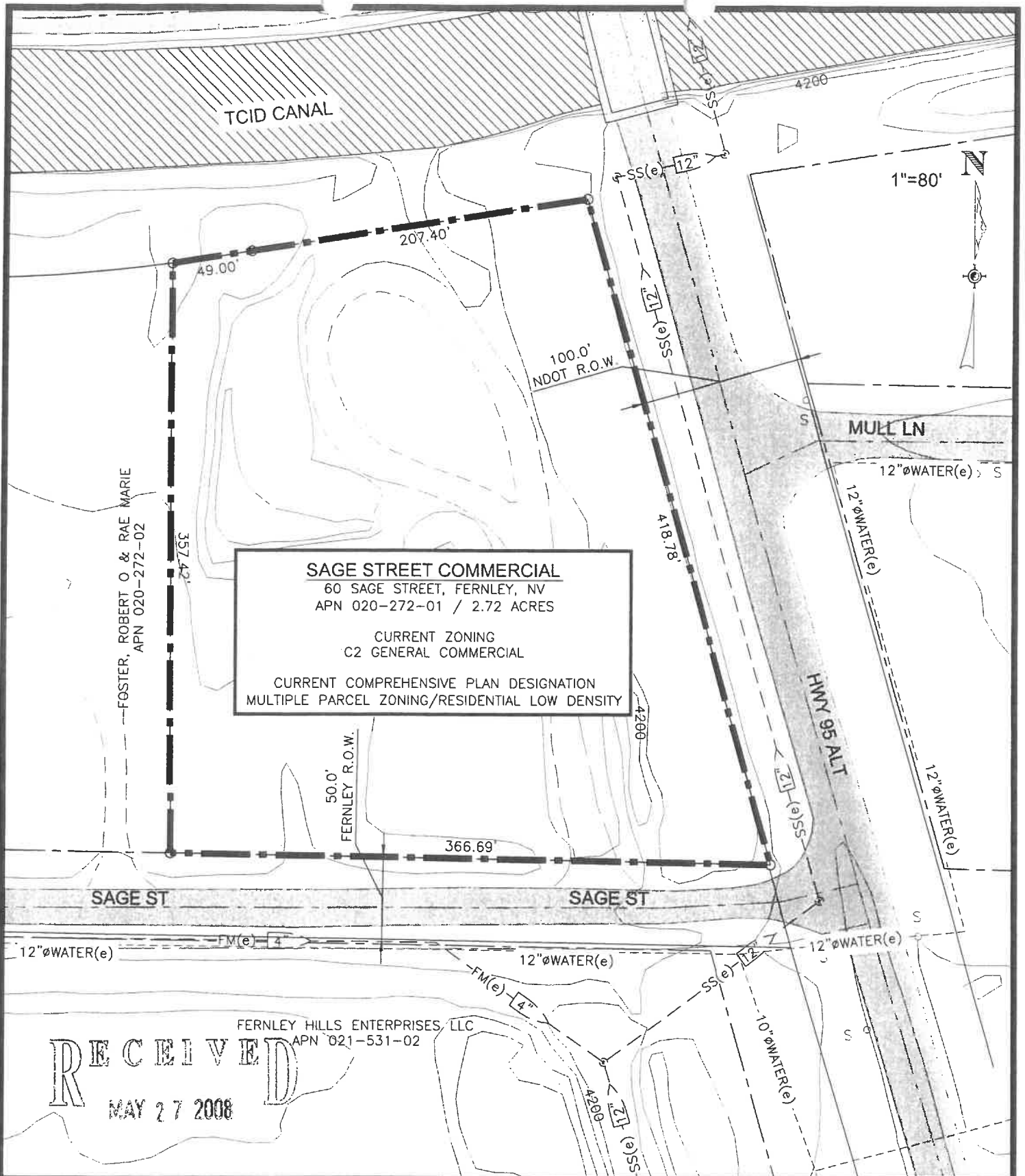
A master plan amendment for sage street Commercial
to change the existing land Classification of a 2.72-
acre parcel from Residential Low Density to
Commercial.

Previous applications: None

Subject address and location: 60 Sage Street

Assessor's Parcel Number: APN(s) 20-272-01

The following information is provided for your review and comments, which will be considered during the review of the above referenced project. Your comments should be provided to the Community Development Department by **June 10, 2008** or for PRC. Should you have any questions or need additional information, please call Bill Cadwallader, Case Planner, Community Development Department at 775-784-9905.
Comments: _____



SAGE STREET COMMERCIAL
 60 SAGE STREET, FERNLEY, NV
 APN 020-272-01 / 2.72 ACRES

CURRENT ZONING
 C2 GENERAL COMMERCIAL

CURRENT COMPREHENSIVE PLAN DESIGNATION
 MULTIPLE PARCEL ZONING/RESIDENTIAL LOW DENSITY

RECEIVED
 MAY 27 2008

FERNLEY HILLS ENTERPRISES, LLC
 APN 021-531-02

**SAGE STREET
 COMMERCIAL
 SITE PLAN**

SCALE: 1"=80'
 FERNLEY
 NEVADA
 5.20.2008

BIGHORN
 CONSULTING

3675 LAKESIDE DRIVE, SUITE B, RENO, NEVADA 89509
 OFFICE (775) 827-6900 FAX (775) 825-6166

SHEET
 1
 OF
 1

PROJECT DISTRIBUTION LIST

Full Size Maps with Comment Memo:

1. Public Works Dept.
2. City Engineer
3. North Lyon County Fire District
4. Building Department

Reduced Maps with Comment Memo:

5. School District
6. TCID
7. Nevada Division of Environmental Protection
8. Bureau of Health Protection Services
9. Nevada Department of Transportation
10. Bureau of Reclamation
11. Lyon County Community Development Department
12. Water Resources
13. Army Corps of Engineers
14. Lyon County Assessors
15. Lyon County School Board
16. Parks
17. Southwest Gas
18. Us
19. Public Utilities Commission of Nevada
20. Jo Moore – Disc for TPM

Applicants Appointment Schedule:

1. Community Development Director
2. Public Works Department
3. Lyon County Fire District
4. Planners & Assistants



COMMUNITY DEVELOPMENT DEPARTMENT

Lowell Patton
Acting Director

Comprehensive Planning
Zoning
Development Review
Economic Development
Code Enforcement

August 22, 2008

Marti Allison
110 Pleasant Valley Drive
Reno NV 89521

RE: Notice of Approval – MPA 08-05 (Sage Street Commercial)

MASTER PLAN AMENDMENT APPLICATION MPA 08-05 FOR SAGE STREET COMMERCIAL TO CHANGE THE EXISTING LAND CLASSIFICATION OF A 2.72-ACRE PARCEL FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; OWNER MARTI ALLISON; LOCATED AT 60 SAGE STREET; APN 20-272-01.

Dear Mr. Allison,

On August 20, 2008 the Fernley City Council reviewed and approved your master plan amendment request, changing the land use designation of the above referenced parcel.

Should you have any questions or need additional information, please feel free to call me at 784-9905.

Sincerely,

Bill Cadwallader, AICP
Senior Planner

CC: Tyson Johnson, Bighorn Consulting, 3675 Lakeside Drive, Suite B, Reno NV 89509
Lyon County Assessor's Office – Fax 463-6599
GIS
Engineering
Public Works
NLCFPD
File

TX Result Report

P 1
08/22/2008 14:16
Serial No. A00J010003706
TC: 420468

Destination	Start Time	Time	Prints	Result	Note
817754636599	08-22 14:16	00:00:19	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX,
MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC Fax,
BND: Double-Sided Binding Direction, SP: Special original, FCODE: F-code, RTX: Re-TX,
RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax,
I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,
Refuse: Receipt Refused, Busy: Busy, M-Full: Memory Full,
LOVR: Receiving length Over, POVER: Receiving page Over, FIL: File Error,
DC: Decode Error, MDN: MDN Response Error, DSN: DSN Response Error.



COMMUNITY DEVELOPMENT DEPARTMENT

Lowell Patton
Acting Director

Comprehensive Planning
Zoning
Development Review
Economic Development
Code Enforcement

August 22, 2008

Marti Allison
110 Pleasant Valley Drive
Reno NV 89521

RE: Notice of Approval – MPA 08-05 (Sage Street Commercial)

MASTER PLAN AMENDMENT APPLICATION MPA 08-05 FOR SAGE STREET COMMERCIAL TO CHANGE THE EXISTING LAND CLASSIFICATION OF A 2.72-ACRE PARCEL FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; OWNER MARTI ALLISON; LOCATED AT 60 SAGE STREET; APN 20-272-01.

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Should you have any questions or need additional information, please feel free to call me at 784-9905.

Sincerely,

Bill Cadwallader, AICP
Senior Planner

CC: Tyson Johnson, Bighorn Consulting, 3675 Lakeside Drive, Suite B, Reno NV 89509
Lyon County Assessor's Office – Fax 463-6599
GIS
Engineering
Public Works
NLCFPD
File

Item 15 D

**MINUTES OF THE
FERNLEY PLANNING COMMISSION MEETING
July 9, 2008**

ADDRESS MASTER PLAN AMENDMENT APPLICATION MPA 08-05 FOR SAGE STREET COMMERCIAL TO CHANGE THE EXISTING LAND CLASSIFICATION OF A 2.72-ACRE PARCEL FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; OWNER MARTI ALLISON; LOCATED AT 60 SAGE STREET; APN 20-272-01. (Authorize the Planning Commission Chairman to sign a resolution in support of this request). (Provide recommendations to City Council).

Senior Planner Bill Cadwallader presented the Master Plan Amendment (MPA) application. The request was to change the existing land classification of the property which lined up with Highway 95A. Senior Planner Cadwallader explained there were access issues. The only access to the west was Sage Street. Mull Lane/Desert Shadows was the only access to the east. He said both accesses had the potential to become minor (if not major) arterials. When BC Ranch conducted their traffic study, they noted that Sage Street would have to be realigned in the future to meet NDOT requirements. The access issues did not necessarily affect the MPA, but should be addressed in the future.

Mr. Tyson Johnson, Bighorn Consulting, represented the applicant. They had been in contact with BC Ranch, their traffic consultant, and NDOT and their traffic engineers. There were no set plans yet for the intersections on Sage Street and Mull Lane. The primary access would be Sage Street until it was closed due to realignment across Highway 95A. The applicant was currently out performing market research to determine what would be appropriate for the parcel, once determined trips counts, the intersections, and the alignment could be evaluated. Commissioner McCoy asked the applicant to keep in mind the property's location within the designated flood zone. Chairman Smith called for public input. There was none; public input was closed.

Commissioner Burleson MOVED TO RECOMMEND APPROVAL OF MASTER PLAN AMENDMENT APPLICATION MPA 08-05 TO THE CITY COUNCIL, BASED ON THE FINDINGS AND ANALYSIS PROVIDED IN THE STAFF REPORT. Commissioner Maxwell seconded the motion. The motion carried as follows: Approved 7-0-0.

TX Result Report

P 1
08/15/2008 11:07
Serial No. A00J010003706
TC: 417238

Destination	Start Time	Time	Prints	Result	Note
88491068	08-15 10:43	00:23:34	020/020	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX,
MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax,
BND: Double-Sided Binding Direction, SP: Special original, FCODE: F-code, RTX: Re-TX,
RLV: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax,
I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,
Refuse: Receipt Refused, Busy: Busy, M-Full: Memory Full,
LOVR: Receiving length Over, POVER: Receiving page Over, FIL: File Error,
DC: Decode Error, MDN: MDN Response Error, DSN: DSN Response Error.

CITY OF FERNLEY AGENDA REPORT

DATE PREPARED: 08/14/08 DATE OF MEETING: 08/20/08 ITEM #: 14.D.

SUBJECT: MPA 08-05 (SAGE STREET COMMERCIAL)

ADDRESS MASTER PLAN AMENDMENT APPLICATION MPA 08-05 FOR SAGE STREET COMMERCIAL TO CHANGE THE EXISTING LAND CLASSIFICATION OF A 2.72-ACRE PARCEL FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; OWNER MARTI ALLISON; LOCATED AT 60 SAGE STREET; APN 20-272-01.

RECOMMENDATIONS:

"Move to approve Master Plan Amendment application MPA 08-05, which meets the City Development Code, based on the findings and analysis provided in the staff report and authorize the Mayor to sign a resolution in support of this request."

SUMMARY:

Applicant:	Marti Allison
Owners:	Marti Allison
Site location	60 Sage Street
Current zoning:	C-2 (General Commercial)
Current Comprehensive Plan Classification:	Residential Low Density
Proposed Comprehensive Plan Classification:	Commercial
Flood Zone Designation:	ZONE A - No base flood elevations determined. (Community Panel Number 320029 0055 C rev. OCT 7, 2004).

FISCAL IMPACT:

Review of this application utilized the \$1,100 application fee paid by the applicant and the general operating budget of the Community Development Department (Receipt 60.005553).

PREPARED BY: Bill Cadwallader, AICP, Senior Planner

REVIEWED BY: Fred Turner, AICP, Acting Community Development Director

FINANCIAL REVIEW: (Initials and date)

LEGAL REVIEW: (Initials and date)

REVIEWED BY: Gary A. Bacock, City Manager

TX Result Report

P 1
08/15/2008 10:43
Serial No. A00J010003706
TC: 416662

Destination	Start Time	Time	Prints	Result	Note
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Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX,
MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax,
BND: Double-Sided Binding Direction, SD: Special original, FCODE: F-code, RTX: Re-TX,
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CITY OF FERNLEY AGENDA REPORT

DATE PREPARED: 08/14/08 DATE OF MEETING: 08/20/08 ITEM #: 14.D.

SUBJECT: MPA 08-05 (SAGE STREET COMMERCIAL)

ADDRESS MASTER PLAN AMENDMENT APPLICATION MPA 08-05 FOR SAGE STREET COMMERCIAL TO CHANGE THE EXISTING LAND CLASSIFICATION OF A 2.72-ACRE PARCEL FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; OWNER MARTI ALLISON; LOCATED AT 60 SAGE STREET; APN 20-272-01.

RECOMMENDATIONS:

"Move to approve Master Plan Amendment application MPA 08-05, which meets the City Development Code, based on the findings and analysis provided in the staff report and authorize the Mayor to sign a resolution in support of this request."

SUMMARY:

Applicant:	Marti Allison
Owners:	Marti Allison
Site location	60 Sage Street
Current zoning:	C-2 (General Commercial)
Current Comprehensive Plan Classification:	Residential Low Density
Proposed Comprehensive Plan Classification:	Commercial
Flood Zone Designation:	ZONE A - No base flood elevations determined. (Community Panel Number 320029 0055 C rev. OCT 7, 2004).

FISCAL IMPACT:

Review of this application utilized the \$1,100 application fee paid by the applicant and the general operating budget of the Community Development Department (Receipt 60.005553).

PREPARED BY: Bill Cadwallader, AICP, Senior Planner *CE*
REVIEWED BY: Fred Turnier, AICP, Acting Community Development Director *FT*
FINANCIAL REVIEW: (initials and date) *BP*
LEGAL REVIEW: (initials and date) *AB*
REVIEWED BY: Gary A. Bacock, City Manager *AB*

CITY OF FERNLEY

AGENDA REPORT

DATE PREPARED: 08/14/08 DATE OF MEETING: 08/20/08 ITEM #: 14.D.

SUBJECT: MPA 08-05 (SAGE STREET COMMERCIAL)

ADDRESS MASTER PLAN AMENDMENT APPLICATION MPA 08-05 FOR SAGE STREET COMMERCIAL TO CHANGE THE EXISTING LAND CLASSIFICATION OF A 2.72-ACRE PARCEL FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; OWNER MARTI ALLISON; LOCATED AT 60 SAGE STREET; APN 20-272-01.

RECOMMENDATIONS:

"Move to approve Master Plan Amendment application MPA 08-05, which meets the City Development Code, based on the findings and analysis provided in the staff report and authorize the Mayor to sign a resolution in support of this request."

SUMMARY:

Applicant:	Marti Allison
Owners:	Marti Allison
Site location	60 Sage Street
Current zoning:	C-2 (General Commercial)
Current Comprehensive Plan Classification:	Residential Low Density
Proposed Comprehensive Plan Classification:	Commercial
Flood Zone Designation:	ZONE A - No base flood elevations determined. (Community Panel Number 320029 0055 C rev. OCT 7, 2004).

FISCAL IMPACT:

Review of this application utilized the \$1,100 application fee paid by the applicant and the general operating budget of the Community Development Department (Receipt 60.005553).

PREPARED BY: Bill Cadwallader, AICP, Senior Planner GC
REVIEWED BY: Fred Turnier, AICP, Acting Community Development Director FT
FINANCIAL REVIEW: (initials and date) BP
LEGAL REVIEW: (initials and date) JM
REVIEWED BY: Gary A. Bacock, City Manager AB

BACKGROUND:

There are no previous applications associated with this parcel. The Planning Commission, at its July 9th, 2008 meeting, recommended approval of this request by a vote of 7-0-0.

**CITY OF FERNLEY
PLANNING COMMISSION
AGENDA REPORT**

DATE PREPARED: 07/02/08 DATE OF MEETING: 07/09/08

ITEM#:

46

SUBJECT: MPA 08-05 (SAGE STREET COMMERCIAL)

ADDRESS MASTER PLAN AMENDMENT APPLICATION MPA 08-05 FOR SAGE STREET COMMERCIAL TO CHANGE THE EXISTING LAND CLASSIFICATION OF A 2.72-ACRE PARCEL FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; OWNER MARTI ALLISON; LOCATED AT 60 SAGE STREET; APN 20-272-01. (Provide recommendations to City Council).

RECOMMENDATIONS:

“Move to recommend approval of Master Plan Amendment application MPA 08-05 to the City Council, based on the findings and analysis provided in the staff report”.

FISCAL IMPACT:

Review of this application utilized the \$1,100 application fee paid by the applicant and the general operating budget of the Community Development Department.

SUMMARY/BACKGROUND:

Applicant:	Marti Allison
Owners:	Marti Allison
Site location	60 Sage Street
Current zoning:	C-2 (General Commercial)
Current Comprehensive Plan Classification:	Residential Low Density
Proposed Comprehensive Plan Classification:	Commercial
Flood Zone Designation:	<i>ZONE A - No base flood elevations determined. (Community Panel Number 320029 0055 C rev. OCT 7, 2004).</i>

BACKGROUND:

There are no previous application associated with this parcel.

APPLICABLE CITY CODE REFERENCE:

PREPARED BY: Bill Cadwallader, A.I.C.P., Senior Planner 

REVIEWED BY: Fred Turnier, AICP, Acting Community Development Director 

REVIEWED BY: Gary A. Bacock, City Manager 

Chapter 23, Amendments to Master Plan

Comprehensive Plan map amendments must be reviewed by both the Planning Commission and the City Council. The Planning Commission's actions are forwarded to the City Council as recommendations. For Comprehensive Plan amendments, a recommendation for approval requires a super majority vote (five in favor) of the Planning Commission. There is a zoning conformance issue with this application in that the Zoning is C-2 (General Commercial) and the Comprehensive Plan designation is Residential Low Density. Approval of this request will bring the zoning into conformance with the Master Plan.

Note: All references to the phrase "Master Plan" are equivalent to "Comprehensive Plan". All references to the phrase "Comprehensive Plan" are equivalent to "Master Plan".

STAFF ANALYSIS AND COMMENTS:

Surrounding Uses

The parcel is just South of the Truckee Carson Irrigation District (TCID) canal with Industrial uses across US 95A to the East. Residential Medium density uses are to the South. The solid waster transfer station is on the opposite corner from this parcel.

Traffic and Roadway Improvements

The BC Ranch traffic study states the following:

At phase 1, project access will be provided by Sario Drive on U.S. Highway 95A. It is anticipated that the Sage Drive access on U.S. Highway 95A north of Sario Drive will be closed due to driveway spacing issues with Mull Lane.

Since there is the possibility of Sage Drive being closed to traffic, the applicant is advised to work with the Nevada Department of Transportation (NDOT) to resolve any issues.

Water Service

The project will be served by City water.

Sewer Service

The project will be served by City sewer.

Bureau of Reclamation comments

The north boundary line of this proposed commercial site is adjacent to Reclamation's right-of-way for the Canal. The status of drainage on this proposed commercial area is of concern to Reclamation due to its proximity to the Canal. Please have the applicant contact Reclamation and our operation and maintenance contractor, the Truckee-

Carson Irrigation District, if any Newlands Project features or easements may be affected or if any questions should arise regarding the Canal itself.

FINDINGS FOR MASTER PLAN AMENDMENT:

Pursuant to Development Code Section 23.030, in order to approve a Comprehensive Plan Amendment, the findings listed below must be made in the affirmative.

A. That the proposed amendment is consistent with the goals and policies of the adopted master plan;

Staff Response: This proposal is consistent with the Comprehensive Plan Goals and Strategies:

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

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

B. That the proposed land use can be served by minimum public facilities required by this development code;

Staff Response: The proposal meets all the service standards set forth in the Comprehensive Plan:

1. Fire, EMS 6 minute response time; facilities beyond the six minute response time must include supplemental fire suppression measures.
2. Police 10-20 minute response time
3. Water The requirement will vary by individual development; for planning purposes a figure of 4,000 gallons/day/acre shall be used; connection to community water system required
3. Sewer Requirement will vary by individual development type; for planning purposes a figure of 1,000 gals/day/acre will be used; connection to community sewage disposal system required.

C. That the proposed amendment will provide for land uses compatible with the existing and master planned adjacent land uses, and will not adversely impact the public health, safety or welfare.

Staff Response: US 95A is a commercial corridor with parcels master planned Commercial from below the airport to the interstate. This request is consistent with this pattern fo development.

- D. That the proposed amendment addresses changed conditions that have occurred since the plan was adopted by the City and the requested amendment represents a more desirable use of the land.*

Staff Response: There are access issues with NDOT and potential drainage issues with the Bureau of Reclamation. It is appropriate that these issues be worked out before the applicant approaches the City for a Design Review.

- E. That the proposed amendment will promote the desired pattern for the orderly physical growth of the City based on efficient extension of infrastructure and services, and compact development pattern.*

Staff Response: This request will not impact the orderly extension of public infrastructure.

ALTERNATIVES/OPTIONS

The Planning Commission's options for reviewing this proposal are as follows:

1. Recommend denial of Master Plan Amendment application 08-05 to the City Council, based on a factual finding of denial:

Advantages:

The Council could deny the application due to the NDOT access issues that would impact Findings B and C.

Disadvantages:

Staff is of the opinion that these issues should be resolved before Design Review and they should not impact the Master Plan Approval.

2. Recommend approval of Master Plan Amendment application 06-06, as requested by the applicant:

Advantages:

The applicant would be able to move forward and have the time to address all the issues with developing the parcel.

Disadvantages:

There are still issues with development of this parcel that need to be addressed.

3. Continue this request with the applicant's consent to address other items that may arise as a result of the public hearing that need to be addressed prior to granting approval or denial.

Advantages:

If other issues are brought up in the meeting that were not addressed by staff or the applicant and the Planning Commission would like further review or professional consideration of the project, with the concurrence of the applicant, the Commission should continue the item to a time certain in order for the issue to be explored and possibly resolved. This may result in a more informed decision by the Commission.

Disadvantages:

Unless the applicant agrees to a continuance, the Commission is required by City Code to render a recommendation on this application at this meeting.

Note: All references to the phrase "Master Plan" are equivalent to "Comprehensive Plan". All references to the phrase "Comprehensive Plan" are equivalent to "Master Plan".

Attachments:

- 1 – Vicinity Map
- 2 – Project Findings

TCID CANAL

1"=80'



FOSTER, ROBERT O & RAE MARIE
APN 020-272-02

SAGE STREET COMMERCIAL
60 SAGE STREET, FERNLEY, NV
APN 020-272-01 / 2.72 ACRES

CURRENT ZONING
C2 GENERAL COMMERCIAL

CURRENT COMPREHENSIVE PLAN DESIGNATION
MULTIPLE PARCEL ZONING/RESIDENTIAL LOW DENSITY

100.0'
NDOT R.O.W.

MULL LN

Hwy 96 ALT

SAGE ST

SAGE ST

12"ØWATER(e)

FM(e) 4"

12"ØWATER(e)

12"ØWATER(e)

12"ØWATER(e)

RECEIVED
MAY 27 2008

FERNLEY HILLS ENTERPRISES LLC
APN 021-531-02

**SAGE STREET
COMMERCIAL
SITE PLAN**

SCALE: 1"=80'
FERNLEY
NEVADA
5.20.2008

BIGHORN
C.O.N.S.U.L.T.I.N.G

3675 LAKESIDE DRIVE, SUITE B, RENO, NEVADA 89509
OFFICE (775) 827-6900 FAX (775) 825-6166

SHEET
1

OF
1



RECEIVED
MAY 27 2008

SAGE STREET
COMMERCIAL

**SAGE STREET
COMMERCIAL
VICINITY MAP**

SCALE: 1"=800'
FERNLEY
NEVADA
5.19.2008

BIGHORN
CONSULTING

3675 LAKESIDE DRIVE, SUITE B, RENO, NEVADA 89509
OFFICE (775) 827-6900 FAX (775) 825-6166

SHEET
1

OF
1



CIVIL ENGINEERING - LAND DEVELOPMENT - PROJECT MANAGEMENT

3675 Lakeside Drive, Suite B Reno, NV 89509 (775) 827-6900 Office (775) 825-6166 Fax

May 21, 2008

**RE: COMPREHENSIVE PLAN AMENDMENT DESCRIPTION FOR:
SAGE STREET COMMERCIAL**

RECEIVED
MAY 27 2008

To Whom It May Concern:

The property located at 60 Sage Street, Fernley, Nevada 89408, further defined as APN 020-272-01, is currently zoned *C2, General Commercial*. Currently the Comprehensive Plan has the property defined as *C2, Multiple Parcel Zoning*, shaded as *Residential Low Density*.

The applicant/property owner wishes to amend the Comprehensive Plan to reflect the land use designation of *Commercial*.

Currently the applicant/property owner is not proposing to develop the property.

If the Comprehensive Plan Amendment is approved, the applicant/property owner will retain the right to propose future development that will conform to *C2, General Commercial* zoning and the City of Fernley Development Code.

Sincerely,
Bighorn Consulting

Tyson Johnson
Applicant Representative



3675 Lakeside Drive, Suite B Reno, NV 89509 (775) 827-6900 Office (775) 825-6166 Fax

May 28, 2008

City of Fernley Community Development Department
595 Silver Lace Blvd.
Fernley, NV 89408

RECEIVED
MAY 27 2008

**RE: COMPREHENSIVE PLAN AMENDMENT FINDINGS FOR:
SAGE STREET COMMERCIAL**

To Whom It May Concern:

Bighorn Consulting, on behalf of the applicant/property owner, appreciates your consideration of the enclosed Comprehensive Plan Amendment Project Findings for Sage Street Commercial. The property consists of one (1) parcel located adjacent to Highway 95A at Sage Street in the City of Fernley. The approval of the Comprehensive Plan Amendment application will allow for future commercial development on the subject parcel in conformance with the City of Fernley Development Code and Criteria.

PROJECT FINDINGS:

The Planning Commission and the City Council shall, in approving amendment to the master plan use map or text, make the following findings:

A. That the proposed amendment is consistent with the goals and policies of the adopted master plan;

The property located at 60 Sage Street, Fernley, Nevada 89408, further defined as APN 020-272-01, is currently zoned C2, *General Commercial*. The current Comprehensive Plan reflects the property's land use designation as C2, *Multiple Parcel Zoning*, shaded as *Residential Low Density*. The proposed amendment, if approved, will reflect a Comprehensive Plan designation of *Commercial* land use.

Currently, the applicant is not proposing a commercial development for the subject parcel. Market research, development feasibility, and public input are still being gathered to ensure that when a future development plan is created, it will be as beneficial to the community as economically possible.

The applicant feels as though the amendment request meets the goals and policies as outlined in the City of Fernley Comprehensive Plan Land Use Element, *Goals and Action Strategies*.

B. That the proposed land use can be served by minimum public facilities required by this development code;

As shown on the site plan, the subject property is bordered by Sage Street to the south and Highway 95A to the east. Currently, Sage Street is a 50 foot wide City of Fernley right-of-way, and has both public potable water and sewer located within the right-of-way. Per discussions with City of Fernley Engineering Department, the subject property can be accessed by Sage Street and the existing public utilities.

C. That the proposed amendment will provide for land uses compatible with the existing and master planned adjacent land uses, and will not adversely impact the public health, safety or welfare.

The majority of the Highway 95A corridor is designated in the master plan and currently being developed as General Commercial with some parcels remaining as industrial and residential. Immediate adjacent property land use designations are as follows:

West	-	Residential
East	-	Commercial / (Highway 95A)
North	-	Residential / (TCID Canal)
South	-	Residential

Given the size, current development code regulations and physical limitations of the subject property, a commercial designation would allow for, but is not limited to, a typical neighborhood commercial development such as a convenient store / gas station, bank, general retail or restaurant. As mentioned above, the applicant is still in the process of performing market research and gathering public input to determine the most viable commercial occupancy use.

When a commercial development plan is proposed on the subject parcel, general engineering practices and standards will require that public safety and health standards are met and accomplished with standard design review procedures with the City of Fernley and the State of Nevada.

D. That the proposed amendment addresses changed conditions that have occurred since the plan was adopted by the City and the requested amendment represents a more desirable use of land.

As mentioned above, the current zoning on the subject property is *C2 General Commercial* and the existing Comprehensive Plan designation is *C2, Multiple Parcel Zoning*, shaded as *Residential Low Density*. Given that the property is bordered by a major highway to the east, the applicant believes that the residential designation and use is not desirable for a homeowner. Any proposed commercial development plan will be required to make improvements to Sage Street and the intersection of Sage Street and Highway 95A. This will create a more safe and desirable travel way for existing residents west of the subject property. A residential land use of the subject property would not require such improvements to Sage Street.

- E. That the proposed amendment will promote the desired pattern for the orderly physical growth of the City based on efficient extension of infrastructure and services, and compact development pattern.**

As mentioned above, the majority of the Highway 95A corridor is being developed as general commercial, thus the proposed amendment is in conformance with the existing growth pattern as being commercial land use adjacent to Highway 95A. A future commercial development will require improvements to the property frontage such as non-potable water main infrastructure, A.D.A. compliant curb & gutter, sidewalks and the widening of Sage Street.

SUMMARY OF PUBLIC UTILITIES, FACILITIES, AND EMERGENCY SERVICES

WATER AVAILABILITY:

The City of Fernley will be the water purveyor for the subject parcel. There is adequate availability for future potable water main connections, which will be made on the existing water main located in Sage Street. The City of Fernley Engineering Department will determine the connection requirements and assist in the modeling of the existing potable water system.

ELECTRICAL AVAILABILITY:

Sierra Pacific Power Company will provide the electric service for the subject parcel. A power source already exists in the form of overhead poles or underground facilities along Sage Street. There is adequate availability for future electric service and connections will be made at this location.

TELEPHONE AVAILABILITY:

AT&T will provide the telephone service for the subject parcel. A telephone source already exists in the form of overhead poles or underground facilities along Sage Street. There is adequate availability for future telephone service and connections will be made at this location.

NATURAL GAS AVAILABILITY:

Southwest Gas will provide the natural gas service for the subject parcel. Future gas main connections will be made with existing gas mains located in Sage Street. There is adequate availability for future gas service and connections will be made at this location.

CABLE AVAILABILITY:

Charter Communications will provide the cable service for the subject parcel. A cable source already exists in the form of overhead poles or underground facilities along Sage Street. There is adequate availability for future cable service and connections will be made at this location.

SEWAGE DISPOSAL AVAILABILITY:

The City of Fernley will provide sanitary sewer service for the subject parcel. There is adequate availability for future sanitary sewer connections, which will be made on the existing sanitary sewer main located in Sage Street. The City of Fernley Engineering Department will determine the connection requirements and assist in the modeling of the existing sanitary sewer system.

STORM DRAINAGE:

The site topography on the subject parcel is very flat with the majority of the site located just below or at-grade with the adjacent Sage Street, Highway 95A, and the TCID canal embankment. All storm water produced from the future development of the subject parcel will utilize on-site retention/detention facilities to the standards and requirements set forth in the City of Fernley Development Code and the Engineering Department.

FIRE PROTECTION and EMERGENCY SERVICES:

The North Lyon County Fire Protection District station is located approximately 1.33 miles north of the subject parcel. The fire and ambulance emergency vehicle travel time is suitable due to the ability to travel south on Highway 95A to the subject parcel. The fire department chief will locate the required fire hydrants for a future development on the subject parcel. The Lyon County Sheriff Substation is located on Main Street, less than 1.5 miles north of the subject parcel.

LEGAL ACCESS:

Per discussions with the City of Fernley Engineering Department, the primary legal access to the subject parcel will be from Sage Street. This access location is from the existing 50-foot City of Fernley right-of-way and will provide sufficient traffic and emergency vehicle access and circulation.

NEIGHBORHOOD PARKS AND RECREATION AREAS:

Within the City of Fernley city limits, there are ten public parks for recreation. The In-Town Park is located just less than 1 mile north of the subject parcel, which also includes the Fernley Skate Park, a baseball diamond, children's play area and picnic area, and tennis courts. Millennium Park is located less than 2.0 miles from the subject parcel, across from City Hall. Green Valley Park is located to the east on Ricci Lane, approximately 1.25 miles from the subject parcel. The Fernley Out-of-Town Park is located to the east less than 2.0 miles from the subject parcel, where softball, baseball, and soccer fields are available for school and league play and several of the fields have lights for night play.

SCHOOLS AND PUBLIC FACILITIES:

The City of Fernley Elementary and Intermediate Schools are located to the north less than 1.5 miles from the subject parcel. Cottonwood Elementary School is located to the east less than 1 mile from the subject parcel. Fernley High School is located to the south less than 0.5 mile from the subject parcel. The City of Fernley swimming pool is located east less than 0.5 mile from the subject parcel.

As the applicant's representative, we feel as though the project findings listed above support the requested action of the City of Fernley to amend the Comprehensive Plan to reflect a land use designation of *Commercial*. The subject parcel is situated along the Highway 95A commercial corridor and the potential for future commercial use in this particular location is justified and applicable per the above project findings. We look forward to working with you and your staff on this application and future development plans for the subject parcel. If you have any questions or require additional information, please feel free to contact us at your convenience.

Sincerely,
Bighorn Consulting



Tyson Johnson
Applicant Representative

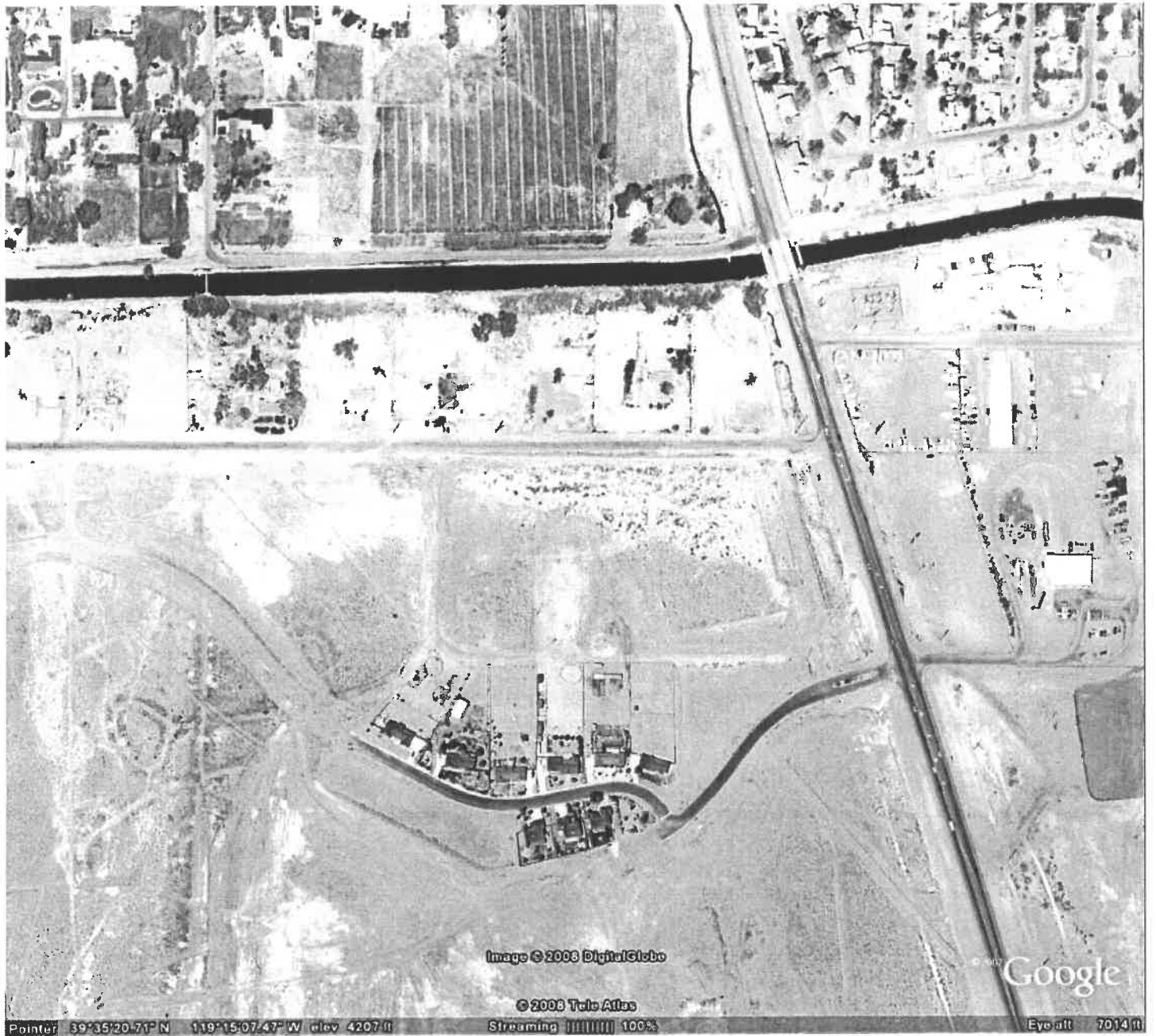


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Google

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Streaming ||||| 100%

Eye alt 7014 ft

TX Result Report

P 1

07/07/2008 08:59

Serial No. A00J010003706

TC: 369839

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88491068	07-07 08:58	00:01:03	001/016	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX,
 MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax,
 BND: Double-Sided Binding Direction, SP: Special Original, FCODE: F-code, RTX: Re-TX,
 RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax,
 I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
 TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,
 Refuse: Receipt Refused, Busy: Busy, M-Full: Memory Full,
 LOVR: Receiving length Over, POVER: Receiving page Over, FIL: File Error,
 DC: Decode Error, MDN: MDN Response Error, DSN: DSN Response Error.

**CITY OF FERNLEY
 PLANNING COMMISSION
 AGENDA REPORT**

DATE PREPARED: 07/02/08 DATE OF MEETING: 07/09/08

ITEM#: 46

SUBJECT: MPA 08-05 (SAGE STREET COMMERCIAL)

ADDRESS MASTER PLAN AMENDMENT APPLICATION MPA 08-05 FOR SAGE STREET COMMERCIAL TO CHANGE THE EXISTING LAND CLASSIFICATION OF A 2.72-ACRE PARCEL FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; OWNER MARTI ALLISON; LOCATED AT 60 SAGE STREET; APN 20-272-01. (Provide recommendations to City Council).

RECOMMENDATIONS:

"Move to recommend approval of Master Plan Amendment application MPA 08-05 to the City Council, based on the findings and analysis provided in the staff report".

FISCAL IMPACT:

Review of this application utilized the \$1,100 application fee paid by the applicant and the general operating budget of the Community Development Department.

SUMMARY/BACKGROUND:

Applicant:	Marti Allison
Owners:	Marti Allison
Site location	60 Sage Street
Current zoning:	C-2 (General Commercial)
Current Comprehensive Plan Classification:	Residential Low Density
Proposed Comprehensive Plan Classification:	Commercial
Flood Zone Designation:	ZONE A - No base flood elevations determined. (Community Panel Number 320029 0055 C rev. OCT 7, 2004).

BACKGROUND:

There are no previous application associated with this parcel.

APPLICABLE CITY CODE REFERENCE:

PREPARED BY: Bill Cadwallader, A.I.C.P., Senior Planner

REVIEWED BY: Fred Turnier, AICP, Acting Community Development Director

REVIEWED BY: Gary A. Bacock, City Manager

**CITY OF FERNLEY
PLANNING COMMISSION
AGENDA REPORT**

DATE PREPARED: 07/02/08 DATE OF MEETING: 07/09/08

ITEM#:

46

SUBJECT: MPA 08-05 (SAGE STREET COMMERCIAL)

ADDRESS MASTER PLAN AMENDMENT APPLICATION MPA 08-05 FOR SAGE STREET COMMERCIAL TO CHANGE THE EXISTING LAND CLASSIFICATION OF A 2.72-ACRE PARCEL FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL; OWNER MARTI ALLISON; LOCATED AT 60 SAGE STREET; APN 20-272-01. (Provide recommendations to City Council).

RECOMMENDATIONS:

“Move to recommend approval of Master Plan Amendment application MPA 08-05 to the City Council, based on the findings and analysis provided in the staff report”.

FISCAL IMPACT:

Review of this application utilized the \$1,100 application fee paid by the applicant and the general operating budget of the Community Development Department.

SUMMARY/BACKGROUND:

Applicant:	Marti Allison
Owners:	Marti Allison
Site location	60 Sage Street
Current zoning:	C-2 (General Commercial)
Current Comprehensive Plan Classification:	Residential Low Density
Proposed Comprehensive Plan Classification:	Commercial
Flood Zone Designation:	<i>ZONE A - No base flood elevations determined. (Community Panel Number 320029 0055 C rev. OCT 7, 2004).</i>

BACKGROUND:

There are no previous application associated with this parcel.

APPLICABLE CITY CODE REFERENCE:

PREPARED BY: Bill Cadwallader, A.I.C.P., Senior Planner 

REVIEWED BY: Fred Turnier, AICP, Acting Community Development Director 

REVIEWED BY: Gary A. Bacock, City Manager 

Chapter 23, Amendments to Master Plan

Comprehensive Plan map amendments must be reviewed by both the Planning Commission and the City Council. The Planning Commission's actions are forwarded to the City Council as recommendations. For Comprehensive Plan amendments, a recommendation for approval requires a super majority vote (five in favor) of the Planning Commission. There is a zoning conformance issue with this application in that the Zoning is C-2 (General Commercial) and the Comprehensive Plan designation is Residential Low Density. Approval of this request will bring the zoning into conformance with the Master Plan.

Note: All references to the phrase "Master Plan" are equivalent to "Comprehensive Plan". All references to the phrase "Comprehensive Plan" are equivalent to "Master Plan".

STAFF ANALYSIS AND COMMENTS:

Surrounding Uses

The parcel is just South of the Truckee Carson Irrigation District (TCID) canal with Industrial uses across US 95A to the East. Residential Medium density uses are to the South. The solid waster transfer station is on the opposite corner from this parcel.

Traffic and Roadway Improvements

The BC Ranch traffic study states the following:

At phase 1, project access will be provided by Sario Drive on U.S. Highway 95A. It is anticipated that the Sage Drive access on U.S. Highway 95A north of Sario Drive will be closed due to driveway spacing issues with Mull Lane.

Since there is the possibility of Sage Drive being closed to traffic, the applicant is advised to work with the Nevada Department of Transportation (NDOT) to resolve any issues.

Water Service

The project will be served by City water.

Sewer Service

The project will be served by City sewer.

Bureau of Reclamation comments

The north boundary line of this proposed commercial site is adjacent to Reclamation's right-of-way for the Canal. The status of drainage on this proposed commercial area is of concern to Reclamation due to its proximity to the Canal. Please have the applicant contact Reclamation and our operation and maintenance contractor, the Truckee-

Carson Irrigation District, if any Newlands Project features or easements may be affected or if any questions should arise regarding the Canal itself.

FINDINGS FOR MASTER PLAN AMENDMENT:

Pursuant to Development Code Section 23.030, in order to approve a Comprehensive Plan Amendment, the findings listed below must be made in the affirmative.

A. That the proposed amendment is consistent with the goals and policies of the adopted master plan;

Staff Response: This proposal is consistent with the Comprehensive Plan Goals and Strategies:

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

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

B. That the proposed land use can be served by minimum public facilities required by this development code;

Staff Response: The proposal meets all the service standards set forth in the Comprehensive Plan:

1. Fire, EMS 6 minute response time; facilities beyond the six minute response time must include supplemental fire suppression measures.
2. Police 10-20 minute response time
3. Water The requirement will vary by individual development; for planning purposes a figure of 4,000 gallons/day/acre shall be used; connection to community water system required
3. Sewer Requirement will vary by individual development type; for planning purposes a figure of 1,000 gals/day/acre will be used; connection to community sewage disposal system required.

C. That the proposed amendment will provide for land uses compatible with the existing and master planned adjacent land uses, and will not adversely impact the public health, safety or welfare.

Staff Response: US 95A is a commercial corridor with parcels master planned Commercial from below the airport to the interstate. This request is consistent with this pattern fo development.

- D. That the proposed amendment addresses changed conditions that have occurred since the plan was adopted by the City and the requested amendment represents a more desirable use of the land.*

Staff Response: There are access issues with NDOT and potential drainage issues with the Bureau of Reclamation. It is appropriate that these issues be worked out before the applicant approaches the City for a Design Review.

- E. That the proposed amendment will promote the desired pattern for the orderly physical growth of the City based on efficient extension of infrastructure and services, and compact development pattern.*

Staff Response: This request will not impact the orderly extension of public infrastructure.

ALTERNATIVES/OPTIONS

The Planning Commission's options for reviewing this proposal are as follows:

1. Recommend denial of Master Plan Amendment application 08-05 to the City Council, based on a factual finding of denial:

Advantages:

The Council could deny the application due to the NDOT access issues that would impact Findings B and C.

Disadvantages:

Staff is of the opinion that these issues should be resolved before Design Review and they should not impact the Master Plan Approval.

2. Recommend approval of Master Plan Amendment application 06-06, as requested by the applicant:

Advantages:

The applicant would be able to move forward and have the time to address all the issues with developing the parcel.

Disadvantages:

There are still issues with development of this parcel that need to be addressed.

3. Continue this request with the applicant's consent to address other items that may arise as a result of the public hearing that need to be addressed prior to granting approval or denial.

Advantages:

If other issues are brought up in the meeting that were not addressed by staff or the applicant and the Planning Commission would like further review or professional consideration of the project, with the concurrence of the applicant, the Commission should continue the item to a time certain in order for the issue to be explored and possibly resolved. This may result in a more informed decision by the Commission.

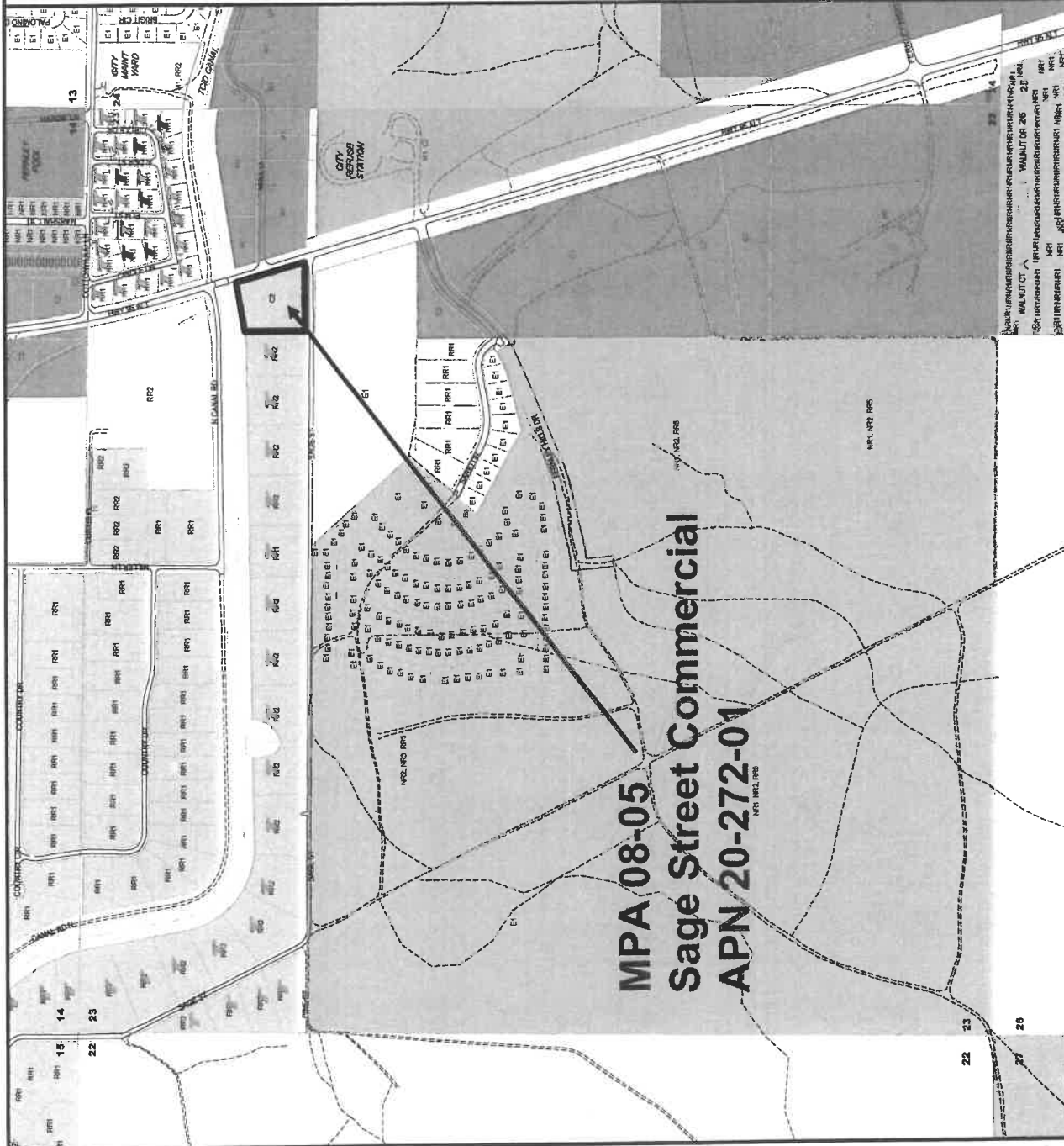
Disadvantages:

Unless the applicant agrees to a continuance, the Commission is required by City Code to render a recommendation on this application at this meeting.

Note: All references to the phrase "Master Plan" are equivalent to "Comprehensive Plan". All references to the phrase "Comprehensive Plan" are equivalent to "Master Plan".

Attachments:

- 1 – Vicinity Map
- 2 – Project Findings



MAP PAGE LOCATOR

(Grid numbers reference detailed map pages.)



COMPREHENSIVE PLAN LAND USE

- RESIDENTIAL RURAL
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL MEDIUM DENSITY
- RESIDENTIAL HIGH DENSITY
- RESIDENTIAL 12000SQF MIN
- MULTI-FAMILY RESIDENTIAL
- COMMERCIAL
- TOURIST COMMERCIAL
- LIGHT INDUSTRIAL
- INDUSTRIAL
- PUBLIC FACILITIES
- PARKS
- GENERAL RURAL
- OPEN SPACE RESERVE
- WILDLIFE MANAGEMENT AREA

ZONING

- M1 PARCEL ZONING
- C2, M1 MULTIPLE PARCEL ZONING
- ZONING MAP OVERLAY
- PLANNED DEVELOPMENT
- TRAILER
- COUNTY ISLAND
- PATENT CLAIM

DISCLAIMER: This map was created with the most accurate information available to its originator. The data presented on this map is subject to change and its accuracy cannot be guaranteed. The City of Fernley disclaims all responsibility for errors and/or omissions inherent in the information presented on this map.



CITY OF FERNLEY

Land Use & Zoning

595 Silverlance Blvd. • Fernley, NV 89408

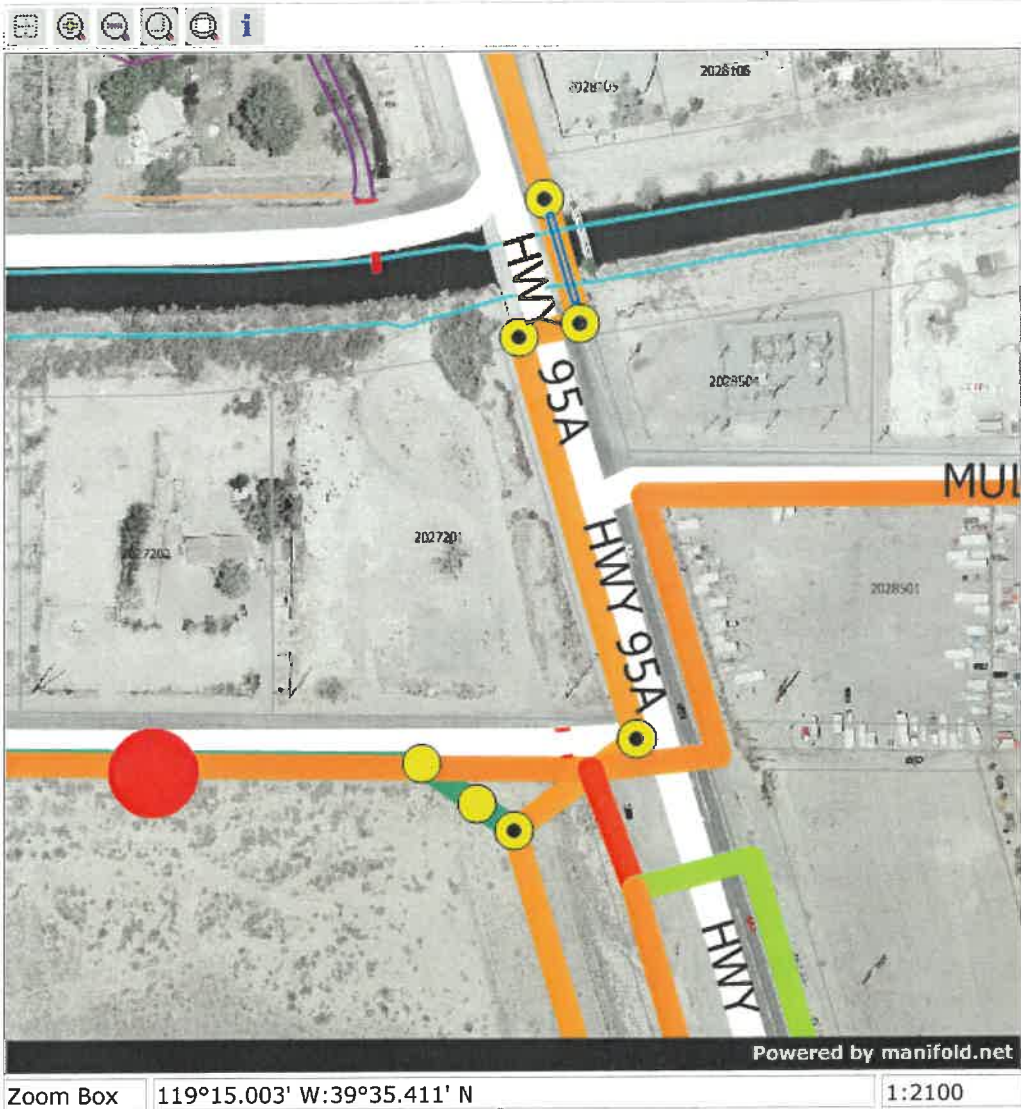
Location: 120N, R24E

Section: 23

Revised: Apr 2008

Page: 27

CITY OF FERNLEY



Zoom Box 119°15.003' W:39°35.411' N
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Layers

☐ ZONING LABELS

☒ APN LABELS

☒ STREET NAMES

☒ FIRE_HYDRANTS

☒ X-BOR PnS Drawing

☒ SANITARY SEWER MANHOLES

☒ MUNICIPAL_WATER

☒ SANITARY SEWER PIPES

☒ STREETS

☒ PARCELS

☒ RIVERS AND STREAMS

☐ LAND USE

☒ HAZEN-NW-NW

☒ HAZEN-NW-NE

☒ FERNLEY WEST-SE-NW

☒ FERNLEY WEST-SE-NE

☒ FERNLEY WEST-NE-SW

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☒ FERNLEY EAST-NE-NW

☒ FERNLEY EAST-NE-NE

☒ EAGLE ROCK-SW-SW

Apply

Queries

Find Assessed Owner
Owner

Query

CITY OF FERNLEY



Zoom Box 119°14.988' W:39°35.381' N

1:2900

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Layers

- ☒ ZONING LABELS
- ☒ APN LABELS
- ☒ STREET NAMES
- ☒ FIRE_HYDRANTS
- ☒ X-BOR PnS Drawing
- ☒ SANITARY SEWER MANHOLES
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- ☒ STREETS
- ☒ PARCELS
- ☒ RIVERS AND STREAMS
- ☒ LAND USE
- ☒ HAZEN-NW-NW
- ☒ HAZEN-NW-NE
- ☒ FERNLEY WEST-SE-NW
- ☒ FERNLEY WEST-SE-NE
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- ☒ FERNLEY EAST-NE-NE
- ☒ EAGLE ROCK-SW-SW

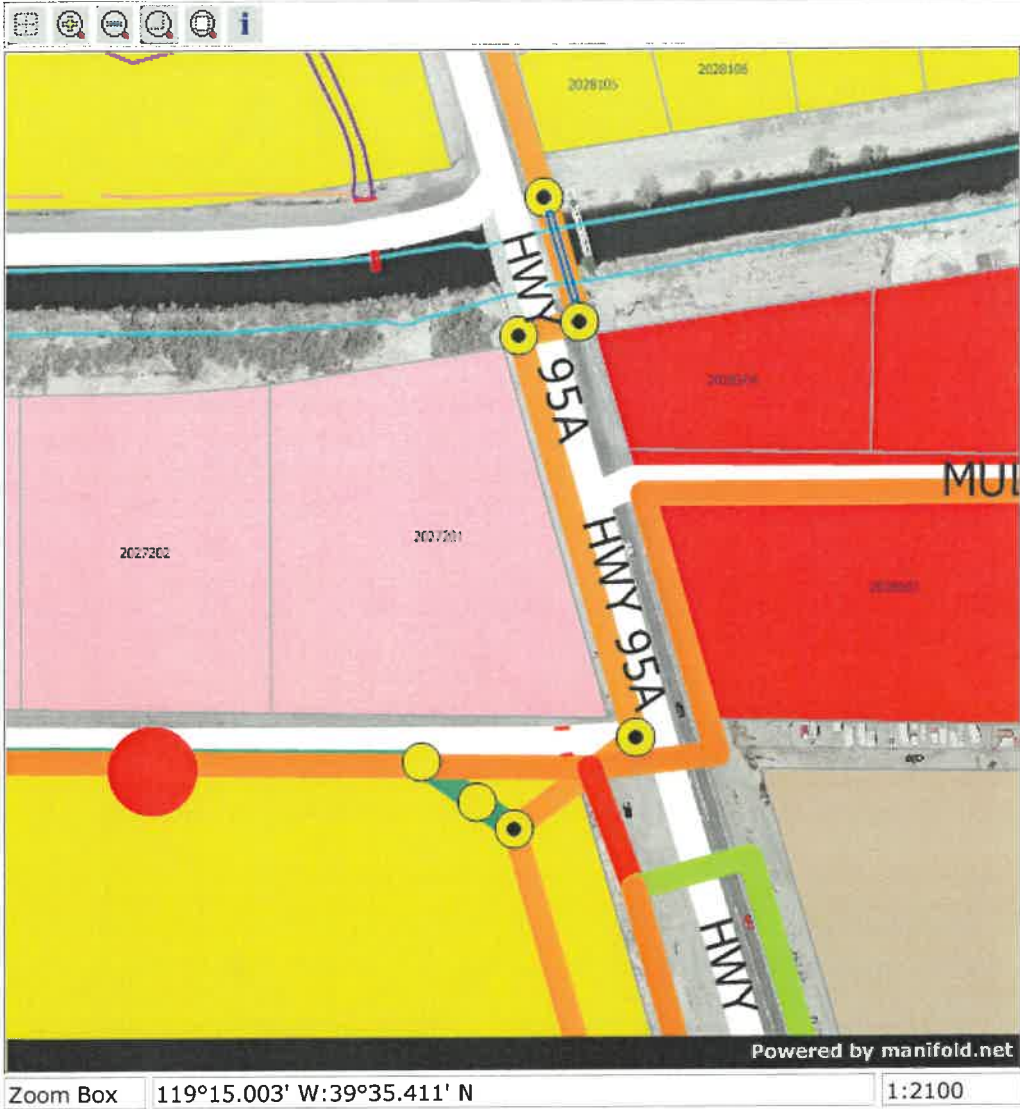
Apply

Queries

Find Assessed Owner
Owner

Query

CITY OF FERNLEY



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Layers

☐ ZONING LABELS

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☒ SANITARY SEWER PIPES

☒ STREETS

☒ PARCELS

☒ RIVERS AND STREAMS

☒ LAND USE

☒ HAZEN-NW-NW

☒ HAZEN-NW-NE

☒ FERNLEY WEST-SE-NW

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☒ FERNLEY EAST-NE-SE

☒ FERNLEY EAST-NE-NW

☒ FERNLEY EAST-NE-NE

☒ EAGLE ROCK-SW-SW

Apply

Queries

Find Assessed Owner

Owner

Query



JIM GIBBONS, Governor

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
District II
310 Galletti Way
Sparks, Nevada 89431
(775) 834-8300 FAX (775) 834-8390
June 5, 2008

SUSAN MARTINOVICH, P.E., Director

City of Fernley Community Development Department
595 Silver Lace Boulevard
Fernley, Nevada 89408

Sage Street commercial

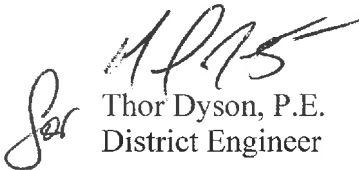
MPA 08-05

Staff has reviewed the above referenced application for a master plan amendment to change the existing land use classification of a 2.72 acre parcel from low density residential to commercial, located at 60 Sage Street and the following comments apply:

1. The Department prefers that all access to the commercial property be via Sage Street. Direct access to US 95A is strongly discouraged. Please contact Debra Starnes at 775-834-8307 to discuss access issues.
2. A traffic impact study should be completed to determine the impact to State and County roadways. For more information please contact Debra Starnes.
3. The Nevada Department of Transportation will require an occupancy permit should any work be performed within the State's right-of-way. Please contact the Permit Office at 775-834-8330 for questions regarding the occupancy permit process.
4. The Department requires the use of only legal, permitted accesses onto State roadways. A change or an increase in the function of this property served by an existing access or street may require a new right-of-way occupancy permit application and approval.

The Department reserves the right to incorporate further changes and/or comments as this application advances. Thank you for the opportunity to review this case.

Sincerely,


Thor Dyson, P.E.
District Engineer

TD:DS:ds

CC: Mike Fuess, P.E.
Debra Starnes, Traffic
Janet Reck, Permits
Tom Moore, P.E.
Dennis Taylor
Eric Glick

F:\TRAFFIC\Project Review 2008\Fernley\Sage Street commercial MPA.wpd



United States Department of the Interior

BUREAU OF RECLAMATION
Lahontan Basin Area Office
705 N. Plaza Street, Rm 320
Carson City, NV 89701

IN REPLY REFER TO:

June 5, 2008

LO-680
LND-6.00

RECEIVED
JUN 06 2008

Mr. Bill Cadwallader, A.I.C.P.
Senior Planner
City of Fernley
595 Silver Lace Boulevard
Fernley, Nevada 89408

Subject: Request for Comments, Fernley, Newlands Project, Nevada

Dear Mr. Cadwallader:

This letter is a follow up to your memorandum, dated May 27, 2008 regarding the Project File No. **MPA 08-05**, Request for Comments. As land in Fernley is urbanized, the Bureau of Reclamation (Reclamation) the manager of United States owned rights-of-way and easements for the Newlands Project, welcomes the opportunity to review land action items that may affect Newlands Project features, including the Truckee Canal (Canal).

Specific comments directed to Project File No. **MPA 08-05** are as follows:

The north boundary line of this proposed commercial site is adjacent to Reclamation's right-of-way for the Canal. The status of drainage on this proposed commercial area is of concern to Reclamation due to its proximity to the Canal. Please have the applicant contact Reclamation and our operation and maintenance contractor, the Truckee-Carson Irrigation District, if any Newlands Project features or easements may be affected or if any questions should arise regarding the Canal itself.

Reclamation is willing to work with the City of Fernley and developers/property owners to ensure that storm water runoff is channeled into the correct facilities and that the water meets the criteria and standards of the Clean Water Act. Reclamation would like to reiterate the fact that there shall be no-point discharges of water, including storm water runoff, into Newlands Project delivery features. Reclamation is willing to work with all involved to find workable solutions.

We appreciate the opportunity to review these actions. If you have any questions, please contact B.C. Deshler at (775) 884-8349.

Sincerely,

Terri Edwards
Resource Division Manager

cc: Ms. Kate Rutan
Truckee-Carson Irrigation District
P. O. Box 1356
Fallon, Nevada 89407-1356

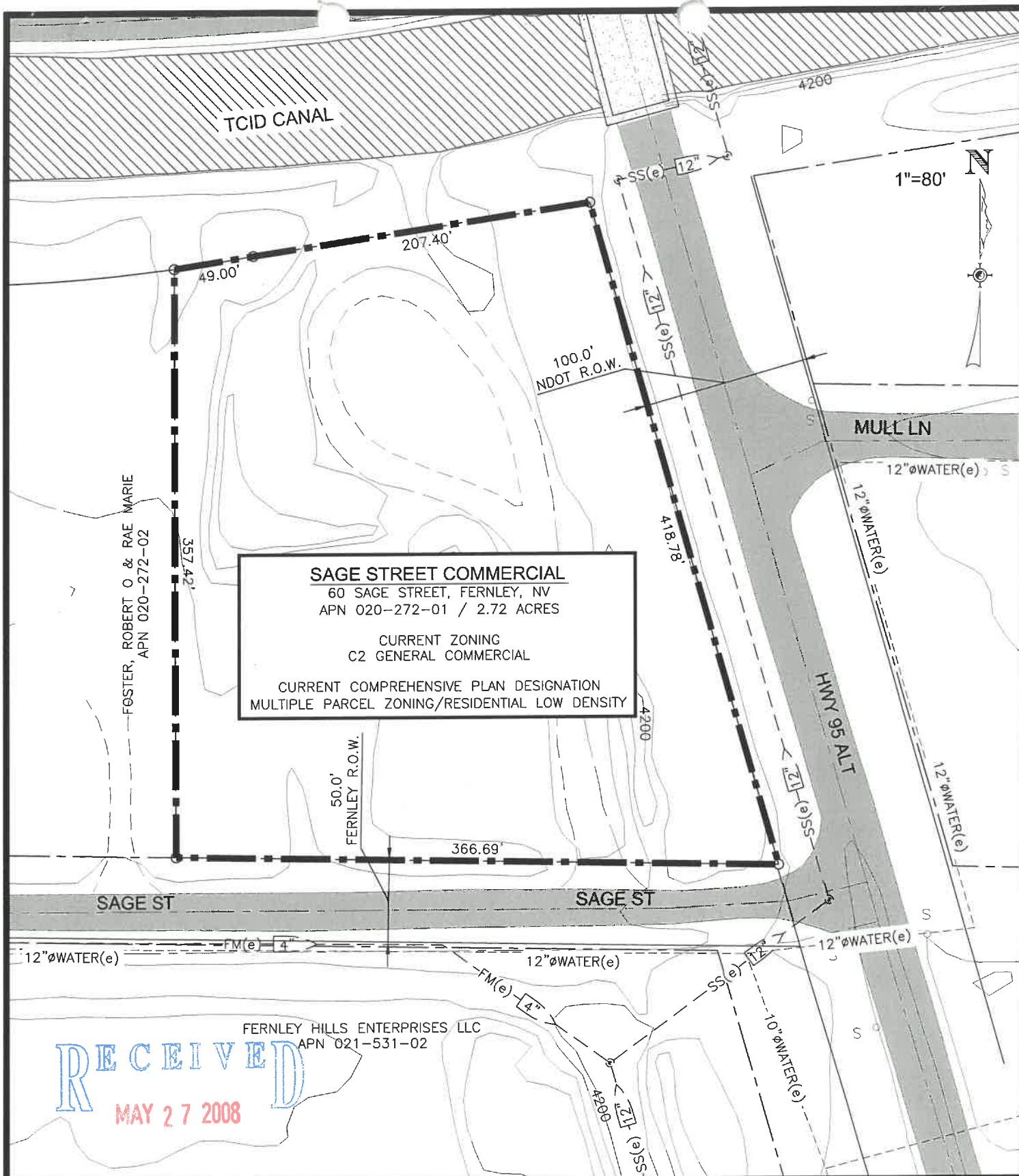
PRC
MPA 08-05

June 3, 2008

1. No comments

Jeff Purchase
Development Project Manager
City of Fernley Engineering Division

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SAGE STREET COMMERCIAL
 60 SAGE STREET, FERNLEY, NV
 APN 020-272-01 / 2.72 ACRES

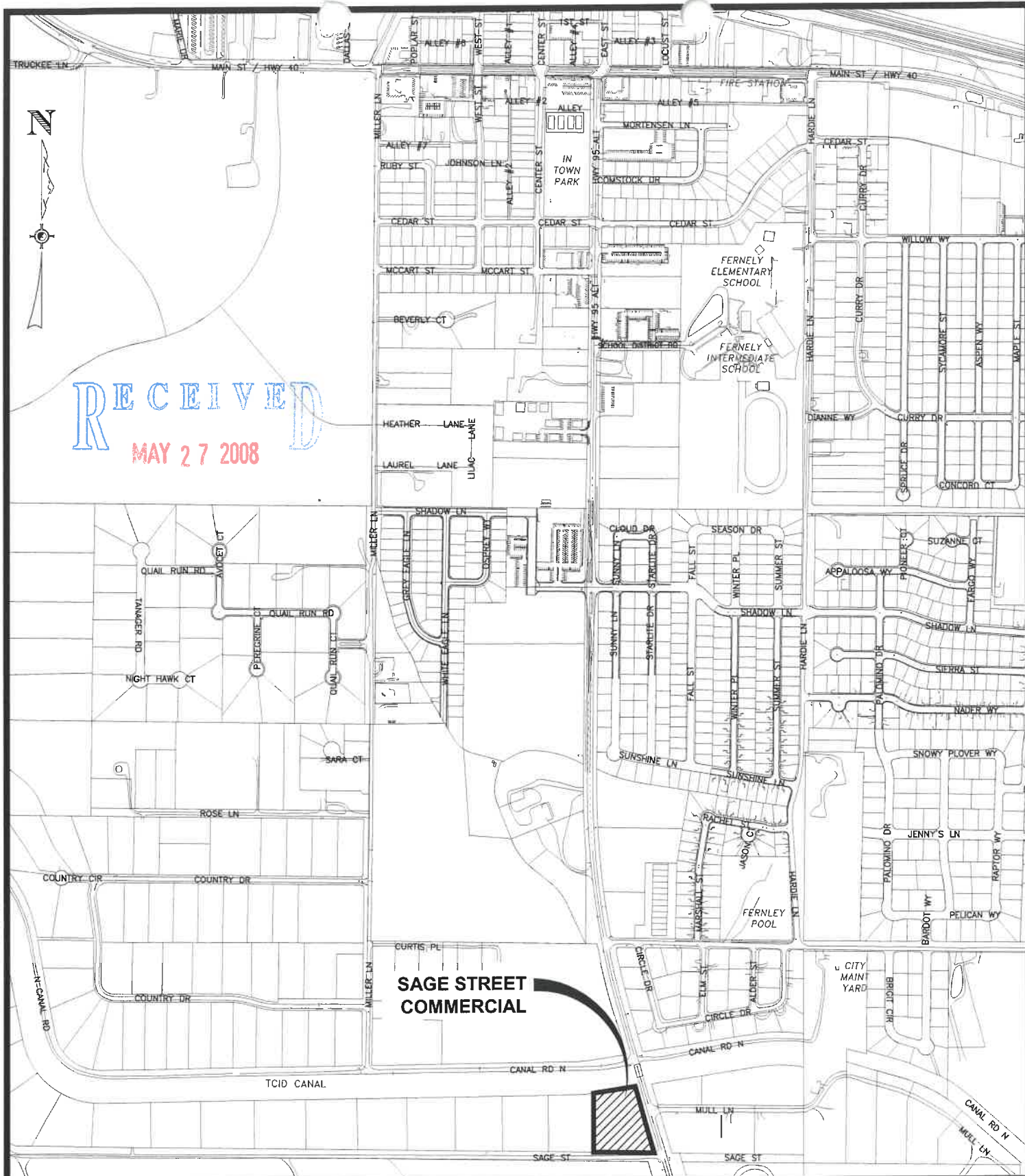
CURRENT ZONING
 C2 GENERAL COMMERCIAL

CURRENT COMPREHENSIVE PLAN DESIGNATION
 MULTIPLE PARCEL ZONING/RESIDENTIAL LOW DENSITY

RECEIVED
 MAY 27 2008

FERNLEY HILLS ENTERPRISES LLC
 APN 021-531-02

SAGE STREET COMMERCIAL SITE PLAN	SCALE: 1"=80'	 3675 LAKESIDE DRIVE, SUITE B, RENO, NEVADA 89509 OFFICE (775) 827-6900 FAX (775) 825-6166	SHEET 1
	FERNLEY		OF 1
	NEVADA 5.20.2008		



**SAGE STREET
COMMERCIAL
VICINITY MAP**

SCALE: 1"=800'

FERNLEY

NEVADA

5.19.2008

**BIGHORN**
C.O.N.S.U.L.T.I.N.G.
3675 LAKESIDE DRIVE, SUITE B, RENO, NEVADA 89509
OFFICE (775) 827-6900 FAX (775) 825-6166

SHEET

1

OF

1



3675 Lakeside Drive, Suite B Reno, NV 89509 (775) 827-6900 Office (775) 825-6166 Fax

May 21, 2008

**RE: COMPREHENSIVE PLAN AMENDMENT DESCRIPTION FOR:
SAGE STREET COMMERCIAL**

RECEIVED
MAY 27 2008

To Whom It May Concern:

The property located at 60 Sage Street, Fernley, Nevada 89408, further defined as APN 020-272-01, is currently zoned *C2, General Commercial*. Currently the Comprehensive Plan has the property defined as *C2, Multiple Parcel Zoning*, shaded as *Residential Low Density*.

The applicant/property owner wishes to amend the Comprehensive Plan to reflect the land use designation of *Commercial*.

Currently the applicant/property owner is not proposing to develop the property.

If the Comprehensive Plan Amendment is approved, the applicant/property owner will retain the right to propose future development that will conform to *C2, General Commercial* zoning and the City of Fernley Development Code.

Sincerely,
Bighorn Consulting

Tyson Johnson
Applicant Representative



3675 Lakeside Drive, Suite B Reno, NV 89509 (775) 827-6900 Office (775) 825-6166 Fax

May 28, 2008

City of Fernley Community Development Department
595 Silver Lace Blvd.
Fernley, NV 89408

RECEIVED
MAY 27 2008

**RE: COMPREHENSIVE PLAN AMENDMENT FINDINGS FOR:
SAGE STREET COMMERCIAL**

To Whom It May Concern:

Bighorn Consulting, on behalf of the applicant/property owner, appreciates your consideration of the enclosed Comprehensive Plan Amendment Project Findings for Sage Street Commercial. The property consists of one (1) parcel located adjacent to Highway 95A at Sage Street in the City of Fernley. The approval of the Comprehensive Plan Amendment application will allow for future commercial development on the subject parcel in conformance with the City of Fernley Development Code and Criteria.

PROJECT FINDINGS:

The Planning Commission and the City Council shall, in approving amendment to the master plan use map or text, make the following findings:

A. That the proposed amendment is consistent with the goals and policies of the adopted master plan;

The property located at 60 Sage Street, Fernley, Nevada 89408, further defined as APN 020-272-01, is currently zoned *C2, General Commercial*. The current Comprehensive Plan reflects the property's land use designation as *C2, Multiple Parcel Zoning*, shaded as *Residential Low Density*. The proposed amendment, if approved, will reflect a Comprehensive Plan designation of *Commercial* land use.

Currently, the applicant is not proposing a commercial development for the subject parcel. Market research, development feasibility, and public input are still being gathered to ensure that when a future development plan is created, it will be as beneficial to the community as economically possible.

The applicant feels as though the amendment request meets the goals and policies as outlined in the City of Fernley Comprehensive Plan Land Use Element, *Goals and Action Strategies*.

B. That the proposed land use can be served by minimum public facilities required by this development code;

As shown on the site plan, the subject property is bordered by Sage Street to the south and Highway 95A to the east. Currently, Sage Street is a 50 foot wide City of Fernley right-of-way, and has both public potable water and sewer located within the right-of-way. Per discussions with City of Fernley Engineering Department, the subject property can be accessed by Sage Street and the existing public utilities.

C. That the proposed amendment will provide for land uses compatible with the existing and master planned adjacent land uses, and will not adversely impact the public health, safety or welfare.

The majority of the Highway 95A corridor is designated in the master plan and currently being developed as General Commercial with some parcels remaining as industrial and residential. Immediate adjacent property land use designations are as follows:

West	-	Residential
East	-	Commercial / (Highway 95A)
North	-	Residential / (TCID Canal)
South	-	Residential

Given the size, current development code regulations and physical limitations of the subject property, a commercial designation would allow for, but is not limited to, a typical neighborhood commercial development such as a convenient store / gas station, bank, general retail or restaurant. As mentioned above, the applicant is still in the process of performing market research and gathering public input to determine the most viable commercial occupancy use.

When a commercial development plan is proposed on the subject parcel, general engineering practices and standards will require that public safety and health standards are met and accomplished with standard design review procedures with the City of Fernley and the State of Nevada.

D. That the proposed amendment addresses changed conditions that have occurred since the plan was adopted by the City and the requested amendment represents a more desirable use of land.

As mentioned above, the current zoning on the subject property is *C2 General Commercial* and the existing Comprehensive Plan designation is *C2, Multiple Parcel Zoning*, shaded as *Residential Low Density*. Given that the property is bordered by a major highway to the east, the applicant believes that the residential designation and use is not desirable for a homeowner. Any proposed commercial development plan will be required to make improvements to Sage Street and the intersection of Sage Street and Highway 95A. This will create a more safe and desirable travel way for existing residents west of the subject property. A residential land use of the subject property would not require such improvements to Sage Street.

- 11
- E. That the proposed amendment will promote the desired pattern for the orderly physical growth of the City based on efficient extension of infrastructure and services, and compact development pattern.**

As mentioned above, the majority of the Highway 95A corridor is being developed as general commercial, thus the proposed amendment is in conformance with the existing growth pattern as being commercial land use adjacent to Highway 95A. A future commercial development will require improvements to the property frontage such as non-potable water main infrastructure, A.D.A. compliant curb & gutter, sidewalks and the widening of Sage Street.

SUMMARY OF PUBLIC UTILITIES, FACILITIES, AND EMERGENCY SERVICES

WATER AVAILABILITY:

The City of Fernley will be the water purveyor for the subject parcel. There is adequate availability for future potable water main connections, which will be made on the existing water main located in Sage Street. The City of Fernley Engineering Department will determine the connection requirements and assist in the modeling of the existing potable water system.

ELECTRICAL AVAILABILITY:

Sierra Pacific Power Company will provide the electric service for the subject parcel. A power source already exists in the form of overhead poles or underground facilities along Sage Street. There is adequate availability for future electric service and connections will be made at this location.

TELEPHONE AVAILABILITY:

AT&T will provide the telephone service for the subject parcel. A telephone source already exists in the form of overhead poles or underground facilities along Sage Street. There is adequate availability for future telephone service and connections will be made at this location.

NATURAL GAS AVAILABILITY:

Southwest Gas will provide the natural gas service for the subject parcel. Future gas main connections will be made with existing gas mains located in Sage Street. There is adequate availability for future gas service and connections will be made at this location.

CABLE AVAILABILITY:

Charter Communications will provide the cable service for the subject parcel. A cable source already exists in the form of overhead poles or underground facilities along Sage Street. There is adequate availability for future cable service and connections will be made at this location.

SEWAGE DISPOSAL AVAILABILITY:

The City of Fernley will provide sanitary sewer service for the subject parcel. There is adequate availability for future sanitary sewer connections, which will be made on the existing sanitary sewer main located in Sage Street. The City of Fernley Engineering Department will determine the connection requirements and assist in the modeling of the existing sanitary sewer system.

STORM DRAINAGE:

The site topography on the subject parcel is very flat with the majority of the site located just below or at-grade with the adjacent Sage Street, Highway 95A, and the TCID canal embankment. All storm water produced from the future development of the subject parcel will utilize on-site retention/detention facilities to the standards and requirements set forth in the City of Fernley Development Code and the Engineering Department.

FIRE PROTECTION and EMERGENCY SERVICES:

The North Lyon County Fire Protection District station is located approximately 1.33 miles north of the subject parcel. The fire and ambulance emergency vehicle travel time is suitable due to the ability to travel south on Highway 95A to the subject parcel. The fire department chief will locate the required fire hydrants for a future development on the subject parcel. The Lyon County Sheriff Substation is located on Main Street, less than 1.5 miles north of the subject parcel.

LEGAL ACCESS:

Per discussions with the City of Fernley Engineering Department, the primary legal access to the subject parcel will be from Sage Street. This access location is from the existing 50-foot City of Fernley right-of-way and will provide sufficient traffic and emergency vehicle access and circulation.

NEIGHBORHOOD PARKS AND RECREATION AREAS:

Within the City of Fernley city limits, there are ten public parks for recreation. The In-Town Park is located just less than 1 mile north of the subject parcel, which also includes the Fernley Skate Park, a baseball diamond, children's play area and picnic area, and tennis courts. Millennium Park is located less than 2.0 miles from the subject parcel, across from City Hall. Green Valley Park is located to the east on Ricci Lane, approximately 1.25 miles from the subject parcel. The Fernley Out-of-Town Park is located to the east less than 2.0 miles from the subject parcel, where softball, baseball, and soccer fields are available for school and league play and several of the fields have lights for night play.

SCHOOLS AND PUBLIC FACILITIES:

The City of Fernley Elementary and Intermediate Schools are located to the north less than 1.5 miles from the subject parcel. Cottonwood Elementary School is located to the east less than 1 mile from the subject parcel. Fernley High School is located to the south less than 0.5 mile from the subject parcel. The City of Fernley swimming pool is located east less than 0.5 mile from the subject parcel.

As the applicant's representative, we feel as though the project findings listed above support the requested action of the City of Fernley to amend the Comprehensive Plan to reflect a land use designation of *Commercial*. The subject parcel is situated along the Highway 95A commercial corridor and the potential for future commercial use in this particular location is justified and applicable per the above project findings. We look forward to working with you and your staff on this application and future development plans for the subject parcel. If you have any questions or require additional information, please feel free to contact us at your convenience.

Sincerely,
Bighorn Consulting



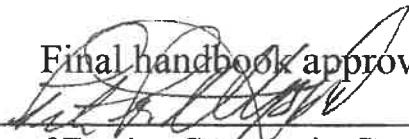
Tyson Johnson
 Applicant Representative





PLANNED DEVELOPMENT DESIGN HANDBOOK

Approved by Fernley City Council
on July 6, 2005

Final handbook approved by

City of Fernley Community Development Director
on June 28, 2006.

CONTENTS

I.	PURPOSE.....	1
II.	CITY REVIEW.....	1
III.	DESIGN REVIEW.....	1
	A. Design Review Committee (DRC)	1
	B. Review Process	2
	1. Pre-Submittal Conference	2
	2. Design Submittal	2
	3. Construction Completion	2
	C. Variances, Adjustments and Interpretations	3
	D. Fees	3
IV.	DESIGN STANDARDS.....	3
	A. Design Standards for Various Land Uses	4
	1. Single Family Residential	4
	a. Permitted Uses.....	4
	b. Uses Requiring a Special Use Permit.....	4
	c. Prohibited Uses	5
	d. Lot Standards	5
	e. Architectural Elements.....	7
	f. Miscellaneous Design Elements.....	9
	g. Sales Standards	11
	2. Multi-Family Residential	11
	a. Permitted Uses.....	11
	b. Permitted Uses Requiring Tentative Map Approval	12
	c. Uses Requiring a Special Use Permit.....	12
	d. Prohibited Uses	12
	e. Density	13
	f. Building Setbacks/Lot Sizes	13
	g. Architectural Elements.....	13
	h. Miscellaneous Design Elements.....	15
	i. Private open space, Recreational Areas and Landscaping	16
	3. Commercial Development	16
	a. Permitted Uses.....	16
	b. Uses Requiring a Special Use Permit.....	17
	c. Prohibited Uses	17
	d. Commercial Setbacks.....	18
	e. Minimum Lot Size/Width.....	18
	f. Parking	18
	g. Service Areas and Loading Facilities.....	19
	h. Landscaping	19
	i. Architectural Elements.....	19
	j. Miscellaneous Design Elements.....	21

4. Parks and Common Open Space Standards.....	21
a. Permitted Uses.....	22
b. Prohibited Uses.....	22
c. Development Standards.....	22
B. Design Standards for Community Features and Amenities	24
1. Streets.....	24
a. Major and Minor Arterials and Collector Streets.....	24
b. Local Residential Streets.....	24
c. Private Streets.....	25
d. Emergency Access.....	25
2. Walls and Fences.....	25
a. Permanent Walls and Fences.....	26
b. Temporary Fencing.....	30
3. Signs.....	30
a. Permanent Signs.....	30
b. Temporary Signs.....	33
4. Lighting.....	33
a. Permanent Lighting.....	33
b. Temporary Lighting.....	34
5. Landscaping.....	34
a. Landscape Criteria.....	34
b. Landscape Irrigation.....	36
6. Utilities and Equipment.....	37
a. Ground Mounted.....	37
b. Roof Mounted.....	37
c. Structure Mounted.....	37
d. Water Tanks.....	37
e. Overhead Power Lines.....	37
7. Slope and Drainage Channel Treatment Guidelines.....	38
8. Construction Standards.....	38
a. Construction Yards.....	38
b. Temporary Structure, Uses and Signs.....	38
c. Construction Site Maintenance.....	38
d. Dust Control.....	39
e. Street Cleaning.....	39
f. Construction Hours.....	39

TABLES:

Table 1: Lot Standards.....	6
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FIGURES:

- Figure 1: General Development Plan
- Figure 2: Sidewalk and Trail Plan
- Figure 3: Circulation Plan
- Figure 4: Street Cross Sections
- Figure 5: Locations of Fences and Walls
- Figure 6: Masonry Walls, Typical Design
- Figure 7: Decorative Fencing, Typical Design
- Figure 8: Open View Fencing, Typical Options
- Figure 9: Corner Lot Fencing, Standard
- Figure 10: Project Entry Signs, Typical

APPENDIX

Conditions of Approval

I. PURPOSE

The purpose of the BC Ranch Design Handbook is to provide design standards to establish the identity, character and expected quality of development throughout the entire community. The standards as identified in this handbook are minimums that must be met for all projects within the BC Ranch community. Standards will be incorporated into Covenants, Conditions and Restrictions (CC&R's) in order to provide an additional mechanism for enforcement.

There shall be no third party beneficiaries to these design standards and no rights to enforcement of this Handbook by anyone other than the master developer or City of Fernley. It is envisioned that the master developer and/or individual residential builders or developers will create separate CC&R's providing additional provisions that will apply to the individual homeowners, tenants and other property owners. After completion of construction of any projects within the community, any modifications by homeowners, tenants or subsequent owners shall be reviewed and enforced by other mechanisms such as homeowners' or property owners' associations and the City of Fernley. Subsequent CC&Rs, however, shall not be less restrictive than these design requirements.

II. CITY REVIEW

Projects requiring tentative maps or special use permits, final maps, improvement plans, grading permits and building permits shall be in accordance with the permitted land uses and standards outlined in this Design Handbook and shall be reviewed and approved separately by the City of Fernley.

Each project in the community must be approved by the Design Review Committee (DRC) as outlined below for design related items required in this Handbook prior to the issuance of the first building permit within a village or project site. However, maps, special use permits, improvement plans and grading permits, in compliance with the Design Handbook, shall be reviewed and approved by the City prior to DRC review.

III. DESIGN REVIEW

A. Design Review Committee (DRC)

A DRC will be formed in accordance with the CC&R's to review design related items such as architectural elements, landscaping and screening, signage, lighting and fencing for all projects within the community to ensure compliance with the Design Handbook. This committee will consist of five individuals who will have the authority to interpret all design related

criteria outlined in this handbook. The members of the DRC will include two members appointed by the City of Fernley City Council and three members appointed by the master developer. Once the DRC is established, the members shall develop and approve a checklist that applicants shall use for design review submittals.

B. Review Process

The steps involved in the design review process are outlined as follows:

1. Pre-Submittal Conference

Builders and developers are encouraged to request a pre-submittal conference with the DRC to discuss any design ideas, issues and concerns relating to the standards outlined in this Design Handbook. The DRC shall make every effort to schedule a conference within two weeks of receiving a request.

2. Design Submittal

The design submittal shall include five sets of plans and materials as outlined in the Checklist for Design Review (to be developed by the DRC upon formation and included as an Appendix to this handbook).

The DRC shall review the design plans and information and contact the builder or developer within 30 days of receipt of a complete submittal. A submittal is not deemed complete until all items listed on the Checklist for Design Review are received by the DRC. If necessary, an informal meeting will be scheduled to review the final design review submittal. The DRC may require modifications to design elements in the plans or materials provided by the builders or developers. Upon final approval, the DRC will provide the builder or developer with a letter to the City of Fernley. Design approval by the DRC must be received prior to the issuance of the first building permit within each village or project within the community from the City of Fernley.

3. Construction Completion

Upon completion of all construction, a DRC final site inspection may be required. Builders and developers shall remain responsible for full compliance with the DRC approved drawings, as well as any remediation to correct deficiencies or omissions discovered as a result of DRC inspection of completed construction. Where applicable, no further approval submissions will be accepted by DRC until all deficiencies or omissions are rectified.

C. Variances, Adjustments and Interpretations

Interpretation of these standards, and permissible variances, will be the responsibility of the DRC. Where these design standards are silent, the City of Fernley Development Code shall apply. Minor deviations in the Design Handbook may be approved by the DRC if the following criteria are met:

1. The request is minor in nature and does not increase the total number of anticipated units *(as depicted in the table in Figure 1, General Development Plan)* in the individual single family residential villages or multi-family developments by more than 15%.
2. The request is for a deviation of up to 10% to one or more of the following measurable design or site conditions:
 - Lot sizes and/or dimensions
 - Setbacks
 - Structure height
 - Lot dimensions
3. The request is for a compatible retail commercial or office use not specifically identified as a permitted use on commercial sites.

Any modifications to the handbook itself shall be reviewed and approved by City Staff. Major modifications to the handbook are subject to review and approval by the Fernley Planning Commission and/or City Council.

D. Fees

The DRC may impose reasonable charges on builders and developers for reviews and approval of plans throughout the design review process in accordance with a fee schedule to be established by the DRC.

IV. DESIGN STANDARDS

Land uses within the BC Ranch community include single family residential villages; multi-family residential sites; commercial properties; an elementary school site; parks and common open space *(Refer to Figure 1, General Development Plan)*. The design standards establish the regulatory requirements for land uses and community amenities throughout the BC Ranch development. The handbook also includes standards to be upheld during construction. All development in the BC Ranch community shall comply with the text, policies and standards provided in the Design Handbook.

A. Design Standards for Various Land Uses

The following section addresses design standards for single family residential; multi-family residential, commercial uses and parks and common open space. Design standards have not been provided for the planned 11.74 acre elementary school site as it will be designed and constructed in accordance with Lyon County School District standards and policies. Design standards for other community-wide features and amenities are provided in Section B, Design Standards for Community Features and Amenities of this Handbook.

1. Single Family Residential

A total of 13 individual single family residential villages with varying lot sizes are planned within the BC Ranch community. A full build-out, approximately 2,174 single family dwelling units are anticipated. Individual villages will be sold to various builders who may reconfigure lots during final design to accommodate specific product types. Builders, however, must comply with the standards set forth herein.

a. Permitted Uses

The following uses shall be permitted outright subject to review and approval by the DRC and previous, subsequent or concurrent review and approval of final maps, grading and building permits by the City of Fernley as applicable:

- Detached single family residences of a permanent nature.
- Attached single family residences of a permanent nature (duplexes).
- Gated communities with private streets.
- Accessory buildings and structures
- Temporary sales centers including sales trailers and model home complexes.
- Temporary construction yards.
- Home occupations in accordance with City of Fernley codes.
- In-home child care in accordance with City of Fernley/Lyon County codes.
- Public utilities necessary to serve the community.
- Parks and associated recreational facilities.

b. Uses Requiring a Special Use Permit

The following uses are permitted subject to review and approval of a Special Use Permit by the City of Fernley and subsequent review

and approval by the DRC, as well as approval of final maps and building permits by the City of Fernley, as applicable:

- Attached single family residences of a permanent nature (other than duplexes)
- Projects in conformance with density limits with lots smaller than the minimum requirements (projects utilizing small lot provisions as defined in Table 1, Lot Standards on page 6).

c. Prohibited Uses

Prohibited uses include all uses not specifically listed as permitted uses plus the following:

- Mobile home subdivisions
- Mobile home parks.
- Outside RV/boat or trailer storage
- Oversized RV garages
- Telecommunication facility sites and towers

These restrictions shall be provided in the CC&R's for BC Ranch and disclosed at the time of sale of each home.

d. Lot Standards

Homes and builder provided accessory structures, if any, shall be sited on lots to conform to the minimum standards as outlined in Table 1, Lot Standards on page 6.

Table 1 – Lot Standards

Applicable Village	Villages III; IV; IX	Villages I; V; VI; VII; VIII;	Villages II; XI	Villages X; XII; XIII
Maximum Building Height*	35 ft.	35 ft.	35 ft.	35 ft.
Lot Sizes				
Minimum Lot Area Interior/Corners	5,000/ 6,000 sq. ft.**	6,000/ 7,000 sq. ft.**	7,000/ 7,000 sq. ft.	9,000/ 9,000 sq. ft.
Minimum Lot Width ***	50 ft.	60 ft.	70 ft.	70 ft.
Yard & Setback Dimensions				
Front Yard to garage/structure ****	20/10 ft.	20/10 ft.	20/10 ft.	20/10 ft.
Side Yard (feet) Interior/Corner	5/20 ft.	5/20 ft.	5/20 ft.	10/20 ft.
Rear Yard	20 ft.	20 ft.	20 ft.	20 ft.
Duplexes Interior/Exterior	0/5 ft.	0/5 ft.	0/5 ft.	0/10 ft.
Minimum Useable rear yard	400 s.f.	400 s.f.	400 s.f.	400 s.f.

* Building height is measured from the average finish grade to the mid-point of the ridge of the structure.

** Small lot provisions are permitted to modify the minimum lot size, however, the density of the underlying village may not change. The minimum lot size for small lot projects is 2,000 square feet. Minimum setbacks are as follows: front and rear - 10 feet; sides - 0 feet (interior), 5 feet exterior).

***Can be reduced to a minimum of 15 feet only to accommodate driveways in cul-de-sacs, on curves, or for irregularly shaped lots.

**** Varied front yard setbacks are required at a minimum of 2 feet on all tangents

e. Architectural Elements

i. Exterior Materials

Exterior materials shall include one or a combination of more than one of the following: stucco, concrete fiber board, wood or composite wood siding, masonite siding products with stone and masonry accents. Sample material boards shall be reviewed and approved by the DRC.

Siding materials shall be continued down to within eight inches of finished grade on all elevations to eliminate large areas of exposed foundation. Building materials shall be compatible in scale with the design of the residences. Materials must also be compatible throughout each village.

ii. Exterior Colors

All exterior color schemes, shall be provided on sample color boards or colored sheets and shall be reviewed and approved by the DRC. Exterior colors shall be in harmony with the natural setting. Permitted colors of the main structure include earth tones, cream, beige and similar muted colors. Complementary trim and special accent colors for entry and garage doors shall be provided. Color intensity shall be kept low for large surfaces. Exterior palette materials shall not have high gloss or reflective/glare finishes. Bright primary colors are not permitted.

iii. Facades and Articulation

Architectural features such as varying window sizes and shapes, shutters, broken planes and pitched roofs, covered entries and porches, porch rails, columns and trim detailing to help define the fronts of the homes and garages, shall be incorporated into the design of the residences. Doors and windows shall be compatible throughout each house design.

Large blank walls, roofs, non-articulated garage doors, and three (or more) car garages, with garage doors in the same plane, are not permitted. Side entry garages are encouraged in villages with large lots. Building materials and architectural features, compatible with the front of the houses, shall be provided on all sides of the homes.

iv. Roofs

Roof colors shall be rich, medium to dark tones such as slate, dark brown and dark gray. Light colors are not permitted. The DRC shall review and approve the color palette of roofing within each village.

A variety of pitched roofs are encouraged. Roof pitches under 5/12 including flat roofs are not permitted.

Roof materials shall be applied to comply with snow load and high wind standards. Materials may include:

- Concrete or clay tile (flat or barrel)
- Non-reflective architectural metal
- 40- year architectural-grade composition shingles
- 40-year fiberglass composition shingles

Roof materials, however, must be consistent throughout each village.

v. House Plans

Each village shall have a minimum of four distinct house plans with a minimum of three elevations each. House design shall vary throughout each village with no one elevation repeated for abutting homes, or mirrored across the street. Adjacent lots may share the same floor plan, but must have different elevations.

vi. Height Restrictions

A mix of one and two stories homes are encouraged throughout each village. The maximum allowable height of all structures shall be 35 feet as measured from average finish grade to the mid-point of the ridge of the structure. In special circumstances relating to topography, height limits may be waived by the DRC to allow for walkout basement designs.

vii. Exterior Lighting

House lighting shall be integrated with the architectural design of the individual residences. Exterior lighting fixtures mounted on the homes shall be no higher than the line of the first story eave or, where no eave exists, no higher than 15 feet above finished grade. Lights shall be shielded to prevent light spillage onto adjacent properties or streets.

Flood lights are not permitted. Motion detector actuators are permitted with designer fixtures only.

viii. Rear Yard Areas

Rear yard areas shall include a minimum useable area of 400 square feet.

f. Miscellaneous Design Elements

i. Antennas

Homes shall be pre-wired to accommodate cable reception, telephone and DSL lines, where feasible. Builders may not install exterior antennas. However, one, 18-inch satellite dish discretely placed on the side or rear wall elevations, beneath the eaves and soffits of the structure will be permitted.

ii. Awnings, Trellises, Patio Covers, Decks and Other Attached or Detached Accessory or Ancillary Structures

Awnings, trellises, patio covers, second story decks, fireplaces, playhouses and other accessory or ancillary structures including granny flats and casitas, provided by builders, shall be consistent in materials; color and architectural character as the main structure and must be reviewed and approved by the DRC. Structures must meet the setback requirements of the main structure. Projecting features, if unenclosed, however, may extend into required side yards for a distance of two feet and may extend into required rear yards for a distance of four feet.

iii. Fireplace Chimneys

Fireplace chimney pipes shall not be exposed and shall be "boxed-in". Exterior materials shall be compatible with the exterior materials and colors used on the house.

iv. Driveways, Parking Areas and Walkways

Driveways shall be a minimum of 20 feet in length to allow for off-street parking. Driveways shall be Portland Cement Concrete (PCC) or traffic rated concrete decorative pavers. Asphalt or decomposed granite is not permitted. Walkways leading from driveways to the front door of the residences shall be the same material as the driveways.

v. Gutters and Downspouts

Gutters and downspouts shall be painted to match the surface of the structure to which they attach.

vi. Mailboxes

Individual mailboxes, if allowed by the United States Postal Service (USPS), shall be paired at driveways to serve

adjacent homes. The style of the mailboxes, including address numbers shall be compatible with the architectural style of the homes and shall be compatible throughout each village. Mailboxes shall be provided and installed by the builder prior to the issuance of certificates of occupancy for the individual homes.

If individual mailboxes are not permitted, clustered boxes shall be located in convenient areas conducive to temporary parking. Placement of cluster boxes shall not be near intersections and shall not conflict with individual driveways or utilities. Locations shall be approved by the USPS and the DRC.

vii. Landscaping

The builders of each individual village shall install front yard landscaping and irrigation and provide an irrigation stub to all rear yards for each lot prior to the issuance of certificates of occupancy. Landscaping and irrigation shall also be installed on corner lots in the five foot area between the sidewalk and the fence and on trail access parcels between lots (Refer to Figure 9, Corner Lot Fencing Standards).

Minimum landscaping for front yards shall include the following:

- Two, 1½ inch caliper deciduous trees or two, six foot high evergreen trees;
- Twelve, five gallon mix of evergreen and deciduous shrubs;
- turf and/or ground cover.

On corner lots, an additional tree and five shrubs shall be provided. A minimum of three typical landscape schemes for front yards (with corner lot options) for each individual village shall be reviewed and approved by the DRC.

viii. Home Addresses

Home address numbers shall be placed on mailboxes and adjacent to the front doors of homes. Addresses shall be softly lit. Address numbers shall be individual brass or metal letters or an illuminated address fixture and shall be consistent in type, style, size, color, and placement throughout each individual village. Address materials and placement shall be reviewed and approved by the DRC.

g. Sales Standards

i. Sales Centers

Sales centers within single family model home complexes or located in temporary sales trailers shall be reviewed and approved by the DRC. Temporary sales trailers must be removed from the sales center as soon as possible after model home complexes are open or sales are complete.

ii. Model Home Complexes

The location of model home complexes and details regarding parking and hours of operation shall be reviewed and approved by the DRC. Temporary lighting, fencing and signage shall be in accordance with the standards outlined in this Handbook and shall also be reviewed and approved by the DRC.

iii. Landscaping

Landscaping in the front, rear, and side yards of model homes is required and is the responsibility of the builder of each single family residential village. Residential subdivision builders shall install landscaping in conformance with the DRC approved front yard landscape schemes for each village as required and outlined in this Handbook.

2. Multi-Family Residential

There are three areas designated for multi-family development within the community. These areas are designated for a maximum density of 20 units per acre. At full build-out, approximately 1,010 multi-family units are anticipated. Individual sites will be sold to various builders or developers who may divide or reconfigure the properties during final design to accommodate specific product types and densities. Builders and developers, however, must comply with the standards set forth herein.

a. Permitted Uses

The following uses shall be permitted outright subject to review and approval by the DRC and subsequent (or concurrent) review and approval of applicable applications including design review by the City of Fernley Staff.

- Multi-family projects intended to be offered as rentals including apartments and senior housing complexes not to exceed a density of 20 units per acre.
- Accessory buildings and structures
- Temporary sales centers including sales trailers and model home complexes.

- Temporary construction yards.
- Home occupations in accordance with City of Fernley codes.
- In home child care in accordance with City of Fernley/Lyon County codes.
- Public utilities necessary to serve the community.
- Parks and recreational facilities.

b. Permitted Uses Requiring Tentative Map Approval

The following uses are permitted, however, will require approval of a tentative map from the City of Fernley. In addition, these projects will require review and approval by the DRC and subsequent (or concurrent) review and approval of final maps and building permits by the City of Fernley.

- Multi-family projects intended to be offered for sale including townhouses and condominiums not to exceed a density of 20 units per acre.
- Attached and detached single family residences of a permanent nature (Projects in conformance with single family residential design standards or projects utilizing small lot provisions) not to exceed 15 units per acre.

c. Uses Requiring a Special Use Permit

The following uses are permitted subject to review and approval of the Special Use Permit by the City of Fernley and subsequent review and approval by the DRC, as well as approval of building permits by the City of Fernley, as applicable.

- Assisted living facilities
- Nursing homes
- Child care facilities
- Gated communities with private streets.
- Churches, clubs, lodges, social halls and community centers

d. Prohibited Uses

Prohibited uses include all uses not specifically listed as permitted uses plus the following:

- Mobile home subdivisions
- Mobile home parks
- Outside RV/boat storage or trailer storage
- Telecommunication facility sites and towers

These restrictions shall be provided in the CC&R's for BC Ranch and disclosed at the time of sale of each multi-family project site.

e. Density

The maximum density for any project, with the exception of assisted living facilities and nursing homes, within a multi-family area is 20 dwelling units per acre. The number of units in assisted living facilities and nursing homes will be reviewed on a case by case basis and may exceed 20 units per acre due to the nature of such facilities. Assisted living facilities and nursing homes are subject to approval of a Special Use Permit by the City of Fernley, as well as design review by the DRC.

f. Building Setbacks/Lot Sizes

Minimum building setbacks and lot sizes for multi-family projects shall be as follows:

- Front: 25 feet
- Exterior Side: 10 feet
- Rear: 20 feet
- Lot size: 5 acres (project site)

All buildings shall be separated by a minimum of 20 feet. Setbacks and minimum lot sizes for townhouse and condominium projects, however, may be reduced to accommodate sales of individual units/lots and are subject to review and approval by the DRC.

g. Architectural Elements

The following architectural standards shall be followed when sites are developed with multi-family residential housing (or assisted living or nursing home projects). If the sites are developed with attached (duplexes) or detached single family residences, the design standards for Single Family Residential design standards shall apply.

i. Exterior Materials

Exterior materials shall include one or a combination of more than one of the following: stucco, concrete fiber board, wood or composite wood siding, masonite siding products with stone and masonry accents. Sample material boards shall be reviewed and approved by the DRC.

Siding materials shall be continued down to within eight inches of finished grade on all elevations to eliminate large areas of exposed foundation. Building materials shall be compatible in scale with the design of the structures. Materials must also be compatible throughout each multi-family development area.

ii. Exterior Colors

All exterior color schemes shall be provided on sample color boards or colored sheets and shall be reviewed and approved by the DRC. Exterior colors shall be in harmony with the natural setting. Permitted colors of the main structures shall include earth tones, cream, beige and similar muted colors and will include complementary trim and special accent colors. Color intensity shall be kept low for large surfaces. Exterior palette materials shall not have high gloss or reflective/glare finishes. Bright primary colors are not permitted.

iii. Articulation

Large blank walls and roofs are not permitted. Design features to ensure articulation such as the provision of covered entries, porches, exterior stairways, decks, detailing around windows and doors, etc. shall be provided. Building materials and architectural features, compatible with the front of the buildings, shall be provided on all sides of the buildings.

iv. Roofs

Roof colors shall be rich, medium to dark tones such as slate, dark brown and dark gray. Light colors are not permitted. The DRC shall review and approve the color palette of roofing within each multi-family site.

Varying pitched roofs are encouraged. A variety of pitched roofs may be provided. Roof pitches under 5/12 are discouraged and flat roofs are prohibited.

Roof materials shall be applied to comply with snow load and high wind standards. Materials may include:

- Concrete or clay tile (flat or barrel)
- Non-reflective architectural metal
- 40-year architectural-grade composition shingles
- 40-year fiberglass composition shingles

Roof materials, however, must be consistent throughout each project site.

v. Height Restrictions

Multi-family developments within the community should generally contain buildings of two and three stories in height.

Where appropriate, a mix of heights including up to four stories may be provided. The maximum allowable height of all structures shall be 45 feet as measured from average finish grade to the mid-point of the ridge of the structure. Church spires and free standing flag poles, however, may exceed height limits, if necessary, with DRC approval.

vi. Exterior Lighting

Building and site lighting shall be integrated with the architectural design of the buildings. Lights shall be shielded to prevent light spillage onto adjacent properties or streets. Light fixtures in parking areas shall be restricted to 15 feet in height and shall include "shoe-box" style design.

Flood lights are not permitted. Motion detector actuators are permitted with designer fixtures only and subject to approval by the DRC.

h. Miscellaneous Design Elements

i. Antennas

All multi-family units shall be pre-wired to accommodate cable reception, telephone and DSL lines, where feasible. Exterior antennas and satellite dishes are discouraged and are subject to the review and approval of the DRC.

ii. Parking and Walkways

Parking must be provided on-site and may include a combination of covered carports, garages and open parking lots. The number of parking spaces provided and landscaping within parking areas shall be in conformance with the City of Fernley Development Code. Walkways and sidewalks leading from parking areas to the front doors of the units, offices or recreational facilities shall be a minimum of four feet in width and constructed with Portland Concrete Cement. Walkway connections shall be provided to sidewalks along the public streets and community wide pathways and trails, where appropriate.

iii. Gutters and Downspouts

Gutters and downspouts shall be painted to match the surface of the structures to which they attach.

iv. Trash Enclosures

Trash enclosures, constructed of masonry block or similar materials shall be provided to screen dumpsters in multi-family developments. Gates shall be hung on steel posts embedded in concrete. The design of the enclosures shall be reviewed and approved by the DRC.

i. Private open space, Recreational Areas and Landscaping

Private open space, recreational amenities and landscaping shall be in conformance with the City of Fernley Development Code.

3. Commercial Development

There are two commercial sites provided in the BC Ranch community. Commercial properties consist of approximately 39.69 acres. The commercial areas are intended to provide services, as well as employment opportunities for the residents of the community and the City of Fernley.

The commercial sites will be sold to various developers or users who may divide or reconfigure the properties during final design to accommodate specific projects. Developers and builders, however, must comply with the standards set forth herein.

a. Permitted Uses

The following uses shall be permitted outright subject to review and approval by the DRC and subsequent (or concurrent) review and approval of applicable applications including design review by the City of Fernley:

- Retail and wholesale establishments
- Convenience stores
- Clinics and medical/dental offices
- Professional offices (real estate, insurance, law, etc)
- Banking establishments
- Personal services establishments (dry cleaning, hair salons, etc.)
- Sit down restaurants with and without bars
- Fast food establishments
- Drive through establishments
- Bars, brew-pubs and taverns
- Accessory buildings and structures
- Temporary construction yards
- Public utilities necessary to serve the community

- Churches, clubs, lodges, social halls, community centers
- Automobile service establishments (tires, oil change, tune-up facilities)
- Gasoline stations
- Recreation facilities and fitness centers
- Veterinarian offices with inside kennel facilities
- Home improvement centers
- Theatres
- Car wash
- Governmental or quasi-governmental offices and facilities (library, museum, post office, etc.)
- Other similar uses subject to DRC interpretation

b. Uses Requiring a Special Use Permit

The following uses are permitted subject to review and approval of a Special Use Permit by the City of Fernley and subsequent review and approval by the DRC, as well as approval of building permits by the City of Fernley, as applicable.

- Hospitals
- Assisted living facilities
- Nursing Homes
- Child care facilities
- Outside RV/boat storage or trailer storage.
- Self storage facilities
- Outside storage of nursery stock, building materials and garden accessories associated with retail establishments
- Telecommunication facility sites and towers

c. Prohibited Uses

Prohibited uses include all uses not specifically listed as permitted uses plus the following:

- Mobile home subdivisions
- Mobile home parks
- Single family and multi-family residences
- Outside kennels
- Tattoo parlors
- Funeral parlors
- Hotels/Motels
- Casinos
- Adult businesses
- Call centers
- Billboards

- Roof signs

These restrictions shall be provided in the CC&R's for BC Ranch and disclosed at the time of sale of each home.

d. Commercial Setbacks

Building setbacks for the exterior perimeters of all commercial properties shall be as follows:

- Front, sides or rear yards of properties facing U.S. 95A, shall have a minimum setback of 25 feet and shall be fully landscaped with at least 1 tree per 30 lineal foot of highway frontage and 1 shrub per 40 square feet of landscape area provided. Trees may be placed in clusters, provided that traffic safety sight areas are not blocked.
- Front, sides or rear yards adjacent to major arterials, collector streets, common open space or any residentially zoned property, not separated by a public street, shall have a minimum setback of 15 feet and shall be fully landscaped with at least 1 tree per 30 lineal foot of street frontage and 1 shrub per 40 square feet of landscape area provided.

Setbacks for interior parcels for front, side and rear yards may be 0 feet provided landscaping and parking requirements as outlined in the City of Fernley Development Code are met.

e. Minimum Lot Size/Width

The minimum lot size in the commercial areas shall be 5,000 square feet. The average lot width shall be 50 feet.

f. Parking

Parking may include covered carports, garages and open parking. The number and size of parking spaces provided and landscaping within parking areas shall be in conformance with City of Fernley Development Code. Consideration of shared parking and reciprocal parking agreements are permitted and shall be reviewed on a case by case basis by the DRC.

Walkways and sidewalks leading from parking areas to the front doors of the commercial establishments, offices or other permitted uses shall be a minimum of 4 feet in width and constructed with Portland Concrete Cement. Walkway connections shall be provided to sidewalks along the public streets and community wide pathways and trails, where appropriate.

g. Service Areas and Loading Facilities

Service areas and loading facilities including docks shall be located in the rear or sides of the structures, screened from view from public streets and adjacent properties. Screening may include the use of walls, fences, berms and landscaping. Additional landscaping shall be required if loading and service areas are proposed adjacent to residential properties.

h. Landscaping

Landscaping on commercial properties and within parking areas shall be in accordance with the City of Fernley Development Code.

i. Architectural Elements

The following architectural standards shall apply to development on the commercial properties:

i. Exterior Materials

Exterior materials shall include one or a combination of more than one of the following: stucco, concrete fiber board, wood or composite wood siding, masonite siding products with stone and masonry accents. Metal buildings are not permitted. Sample material boards shall be reviewed and approved by the DRC.

Siding materials shall be continued down to within eight inches of finished grade on all elevations to eliminate large areas of exposed foundation. Building materials shall be compatible in scale with the design of the buildings. Materials must also be compatible throughout each commercial development area.

ii. Exterior Color

All exterior color schemes, as shown on sample color boards, shall be reviewed and approved by the DRC. Exterior colors shall be in harmony with the natural setting. Permitted colors will include earth tones, cream, beige and similar muted colors and will include trim and special accent colors for entry and garage doors. Color intensity shall be kept low for large surfaces. Exterior palette materials shall not have high gloss or reflective/glare finishes. Bright primary colors are not permitted.

iii. Articulation

Large blank walls and roofs are not permitted. Facades shall be articulated by varying building mass, form and texture.

Design features to ensure articulation such as the provision of covered entries, the use of columns, posts and projections, detailing around windows and doors, etc. shall be provided. Building materials and architectural features, compatible with the front of the buildings, shall be provided on all sides of the buildings.

iv. Roofs

Roof colors shall be rich, medium to dark tones such as slate, dark brown and dark gray. Light colors are not permitted. The DRC shall review and approve the color palette of roofing within each multi-family site.

Varying pitched roofs are encouraged. Flat roofs are permitted, however, must be enhanced through the use of parapets and other architectural features as to not appear flat.

Roof materials shall be applied to comply with snow load and high wind standards. Materials may include:

- Concrete or clay tile (flat or barrel)
- Non-reflective architectural metal
- 40 year architectural-grade composition shingles
- 40-year fiberglass composition shingles

Roof materials, however, must be consistent throughout each commercial site.

v. Height Restrictions

The maximum allowable height of all buildings with the exception of hospitals shall be 45 feet as measured from average finish grade to the mid-point of the ridge of the building. Hospitals, due to the nature of the facilities, may exceed the height limits with DRC approval. Church spires and free standing flag poles may also exceed height limits, if necessary, with DRC approval.

vi. Exterior Lighting

Building and site lighting shall be integrated with the architectural design of the buildings. Lights shall be shielded to prevent light spillage onto adjacent properties or streets. Light fixtures in parking areas that are adjacent to residentially designated properties or common open space that are not separated by collector or arterial streets, or a distance of at least 100 feet, shall be restricted to 15 feet in

height. Light fixtures in parking areas that are not adjacent to residentially designated properties are restricted to 35 feet in height. Parking lot lighting shall be "shoe-box" style design.

Flood lights are not permitted. Motion detector actuators are permitted with designer fixtures only and subject to approval by the DRC.

j. Miscellaneous Design Elements

i. Antennas

Exterior antennas and satellite dishes are discouraged and are subject to the review and approval of the DRC.

ii. Gutters and Downspouts

Gutters and downspouts shall be painted to match the surface of the structures to which they attach.

iii. Trash Enclosures

Trash enclosures, constructed of masonry block or similar materials shall be provided to screen dumpsters within commercial sites. Gates shall be hung on steel posts embedded in concrete. The design of the enclosures shall be reviewed and approved by the DRC.

4. Parks and Common Open Space Standards

Common open spaces include parks, drainage channels, detention/retention basins, pathways, project entrances and landscaped medians, landscape areas adjacent to major and minor arterial and collector streets, trail access parcels to open space and other open land within the BC Ranch community. Common open space, consisting of approximately 180.91 acres, will be dedicated to either the City of Fernley, or a Homeowner's Association, Property Owner's Association or a combination thereof. Maintenance responsibilities will be determined based on future ownership, as appropriate.

Improvements to open spaces will be provided by the master developer or, at the master developer's discretion, the builders or developers of the villages or project sites abutting common open space areas.

Park improvements will be designed and constructed by the City of Fernley unless the master developer or individual builders enter into a Residential Construction Tax Agreement (RTC) to design, construct and dedicate parks to the City of Fernley.

Builders and developers, however, must comply with the standards set forth herein.

a. Permitted Uses

The following uses shall be permitted outright subject to review and approval by the DRC and subsequent (or concurrent) review and approval of grading and building permits by the City of Fernley as applicable:

- Parks and associated recreational facilities and parking areas
- Pathways and trails and associated amenities
- Public utilities necessary to serve the community including water tanks
- Restroom facilities
- Lighted sports fields

b. Prohibited Uses

Prohibited uses include all uses not specifically listed as permitted uses plus the following:

- Large, trash dumpsters
- Telecommunication facility sites and towers

These restrictions shall be provided in the CC&R's for BC Ranch and disclosed at the time of sale of each home and project site within the community.

c. Development Standards

Project entrances, landscape medians and landscape areas adjacent to streets are discussed in other portions of this document. Common open spaces including parks, pathways, trail access parcels and other open land are discussed below:

i. Parks

Anticipated park features may include gazebos, picnic structures and facilities, small parking areas, pathways, tot lots, children's play structures, basketball courts, tennis courts, restroom facilities, landscape areas and small grassy play areas. Evergreen massing is encouraged where parks are adjacent to residential lots or projects for screening purposes. Large sports fields included lighted play fields are not planned. Parks will be designed to the approval of the City of Fernley. All parks will be dedicated to the City of Fernley.

ii. Pathways

Multiple access points will link the parks to the sidewalks and trail system with the open space network (*Refer to Figure 2, Sidewalk and Trail Plan*). Pathways within parks shall connect to sidewalks within the individual villages, sidewalks within trail access areas, open space trail pathways, and sidewalks along major and minor arterials and collector streets as appropriate. Pathways may meander, where possible. Pathways to and from individual lots are not permitted.

Pathways within the common open space shall be decomposed granite, a minimum of eight feet in width. Pathways will be constructed by the master builder, or at the master builder's discretion, the builders of each individual abutting village. Village builders shall ensure that pathways connect to sidewalks within the individual villages, pathways within trail access areas, and sidewalks along major and minor arterials and collector streets, as appropriate. Pathways shall meander, where possible.

iii. Trail Access Parcels

Trail access parcels shall be provided between lots within villages and within multi-family project sites to provide access to the parks, school and community trail network. Conceptual trail access points are shown on *Figure 2, Sidewalk and Trail Plan*. Trail access parcels shall be created in abutting final maps by the builder.

Trail access parcels shall be a minimum of 20 feet in width. Improvements within trail access parcels shall include irrigated landscaping in accordance with landscape criteria outlined in this Handbook. A minimum of 1 tree per 30 lineal feet and 1 shrub per 40 square feet of total landscape area provided shall be planted. Construction of all improvements within trail access easements shall be the responsibility of the builders of each village.

Pathways within trail access parcels shall be concrete sidewalks, four feet in width. Pathways may meander. Trail access pathways shall connect to concrete sidewalks within the individual villages, along major and minor arterials and collector streets and other decomposed granite pathways within parks and other common open spaces.

B. Design Standards for Community Features and Amenities

1. Streets

Streets within BC Ranch include major and minor arterials, collectors, and local residential streets. All streets in the community include sidewalks on both sides of the streets. Major arterials, minor arterials and collector streets are identified on *Figure 3, Circulation Plan*. All other streets shown on the Circulation Plan are local residential streets within the individual villages.

a. Major and Minor Arterials and Collector Streets

Construction of major and minor arterials, collector streets and associated improvements will be provided by the master developer or, at the master developer's discretion, the builders of each individual abutting village or project site.

Major and minor arterial streets and collector streets shall be improved with paving, curb, gutter, sidewalk, landscaping, and striped bike lanes in accordance with *Figure 3, Circulation Plan*, *Figure 4, Street Cross Sections* and landscaping criteria outlined in this Handbook. Left turn lanes shall be provided in lieu of center medians where necessary along major arterials. A minimum of 1 tree per 30 lineal feet of street frontage and median area, where applicable, plus 1 shrub per 40 square feet of total landscape area provided shall be planted. Trees may be placed in clusters, provided that traffic safety sight areas are not blocked.

Sidewalks along the various streets shall be transitioned and connected to other sidewalks, pathways and trails within the community, as appropriate. All sidewalks along streets shall be 4 feet in width, include vertical curb and shall be constructed of Portland Cement Concrete. Sidewalks may meander, where feasible. Sidewalks shall meet ADA standards set forth by the City Public Works Design Standards.

On street parking and/or direct residential driveway access is not permitted on major and minor arterial streets or collector streets. This restriction shall be provided in the CC&R's for BC Ranch.

b. Local Residential Streets

Local residential streets are defined as streets within individual single family residential villages including project entry streets, cul-

de-sacs and loop streets. Construction of local streets shall be provided by the builders of each individual village.

Local residential streets shall be improved with paving, curb, gutter and sidewalk in accordance with *Figure 3, Circulation Plan and Figure 4, Street Cross Sections*. All sidewalks along streets shall be 4 feet in width, include vertical curb and shall be constructed of Portland Cement Concrete (PCC). Sidewalks within villages shall be transitioned and connected to sidewalks along major and minor arterial streets, collector streets and pedestrian pathways and trails within the community, as appropriate. Sidewalks and private driveway approaches shall meet ADA standards set forth by the City Public Works Design Standards.

On street parking and/or direct residential driveway access within villages is permitted except where adjacent to landscaped areas and corner lots associated with village entrances.

Medians, 10 feet in width, shall be provided at each entrance to each single family village and multi-family project site. Modifications to the local residential street standards may be made at project entrances to accommodate the medians.

c. Private Streets

Gated or non-gated private streets with alternate street sections including reduced widths, rolled curb and/or landscaped parkways may be provided subject to DRC review and Special Use Permit approval by the City of Fernley. Each gated village, however, shall comply with City of Fernley specific requirements for connectivity to other villages to ensure access for fire and emergency service vehicles.

d. Emergency Access

Permanent and temporary emergency access roads, if necessary, shall be provided as required by the North Lyon County Fire Protection District.

2. Walls and Fences

A variety of permanent walls and fences will be provided within the community. Materials, color schemes and styles shall be compatible and consistent throughout the entire community. Prior to issuance of building permits in BC Ranch, final wall and fence design package(s), in general conformance with the wall and fence requirements and exhibits provided in this handbook, shall be approved by the DRC. Design packages may be submitted for all

walls and fences within the community at one time or incrementally for the various land uses as wall and fence types are determined.

In general, masonry walls are required along major and minor arterials and between commercial and multi-family sites when not separated by a collector street. Decorative fences are generally allowed along collector streets if next to a landscaped park strip, drainageways or when building pads are significantly higher or lower than the street elevation. Walls and fences, however, shall not encroach into corner line of sight requirements. To maintain vistas and an open feeling to the community, however, there are some locations along the major and minor arterials and collectors that are adjacent to common open space, multi-family sites and commercial areas, where walls and fencing are either not required or, if desired, are restricted to certain styles of open view fencing.

Individual fencing of residential lots will include solid wood fences. Various types of open view fencing will be permitted within multi-family developments, parks and common open space areas. Wall and fence locations are depicted in *Figure 5, Locations of Fences and Walls*.

In addition to permanent walls and fences, temporary fences associated with construction and model home complexes will be permitted.

Descriptions of the various permanent and temporary wall and fence types are outlined below:

a. Permanent Walls and Fences

i. Masonry Walls

Solid, masonry walls, six (6) feet in height shall be consistent in the required locations throughout the entire community. Walls shall be masonry block with a decorative accent such as a split face decorative colored band and shall be in general compliance with the typical masonry wall photographs shown in *Figure 6, Masonry Walls, Typical Design*.

Walls shall be provided at the rear property lines of single family lots along all major and minor arterials. Walls are also required between commercial and multi-family sites when not separated by a collector street (*Refer to Figure 5, Location of Walls and Fences*). Walls will either be constructed by the master developer or, at the master developer's discretion, the builders of each individual

abutting village or project site. Walls may be constructed incrementally, on a village by village basis, prior to the first certificate of occupancy for the first home abutting a major or minor arterial.

When changes in elevations occur, walls shall be stepped in equal intervals, rather than sloped. Cuts in the masonry walls for gates to backyards for RV or vehicular access, access to schools, parks or open space areas will not be permitted. This restriction shall be provided in the CC&R's for BC Ranch.

ii. Decorative Fencing

Solid wood or vinyl fencing, six (6) feet in height shall be consistent in the required locations throughout the entire community. Fencing along collector streets shall include pilasters with minimum uniform spacing of approximately 60 feet and shall be in general conformance with the typical decorative fencing photographs shown in *Figure 7, Decorative Fencing, Typical Design*. Pilasters shall be placed at the beginning and end points of all expanses of decorative fencing, at change of direction points, and at transition points to masonry walls, residential lot fences or open view fences. Pilaster spacing may be increased if permitted by the Director to accommodate placing of pilasters evenly or to achieve adequate safety sight areas.

Decorative fencing shall be provided at the rear property lines of single family lots along all collector streets (*Refer to Figure 5, Location of Walls and Fences*). Decorative fencing will either be constructed by the master developer or, at the master developer's discretion, the builders of each individual abutting village or project site. Decorative fencing may be constructed incrementally, on a village by village basis, prior to the first certificate of occupancy for the first home abutting a collector street.

Cuts in the decorative fencing for gates to backyards for RV or vehicular access, access to schools, parks or open space areas will not be permitted. This restriction shall be provided in the CC&R's for BC Ranch.

All decorative wood fences, throughout the community, shall be stained the same color as approved by the DRC. Individual homeowner's will not be allowed to alter the

original stain or color of the decorative fences. This restriction shall be provided in the CC&R's for BC Ranch.

iii. Residential Lot Fencing

Solid wood fencing, six (6) feet in height shall be consistent in the individual villages throughout the entire community. Fence tops in individual villages may include caps or may be "dog-eared" and shall be designed with a "good neighbor" appearance on both sides. Cuts in the rear yard residential lot fencing for gates for RV or vehicular access, access to schools, parks or open space areas will not be permitted. This restriction shall be provided in the CC&R's for BC Ranch.

Solid wood fencing shall be provided along all rear and side property lines of single family lots. Corner lot fencing shall be located a minimum of five feet from the back of the sidewalk. Landscaping and irrigation shall be installed, from the back of the curb to the fence line area by the builder in accordance with the landscape requirements in this Handbook (*Refer to Figure 9, Corner Lot Fencing Standard*). Side yard return fencing may extend to a point within a minimum of five feet behind the front of the house or garage. Front yard fencing and fencing in front of the front yard setback is prohibited. In no cases shall fences encroach into street line of sight requirements.

Rear and side yard fencing of individual lots in the villages shall be installed by the builders of each individual village prior to the issuance of certificates of occupancy for each home.

All fences, within a village, shall be stained the same color as approved by the DRC. Individual homeowner's will not be allowed to alter the original stain or color of residential lot fences. This restriction shall be provided in the CC&R's for BC Ranch.

iv. Open View Fencing

Various types of open view fencing styles will be permitted within the community based on land use.

1. Park Sites

Open view fencing is permitted, but not required within park sites to delineate boundaries or activity areas. (*Refer to Figure 5, Location of Walls and Fences*). Open

view fencing may include split rail or decorative metal as typically depicted in *Figure 8, Open View Fencing, Typical Options*. Park fencing may also include vinyl coated brown or black chain link fencing, if associated with sports fields or courts.

2. Common Open Space

Open view fencing is also permitted, but not required in common open space areas to delineate boundaries along roadways or drainage channels (*Refer to Figure 5, Location of Walls and Fences*). Open view fencing in common open space areas, however, may only include two or three rail, wood or vinyl split rail styles as typically depicted in *Figure 8, Open View Fencing, Typical Options*. Common area fencing, however, must be consistent throughout the community.

3. Commercial Sites

Open view fencing is permitted, but not required along property lines of commercial parcels to delineate boundaries (*Refer to Figure 5, Location of Walls and Fences*). Open view fencing may include two or three rail, wood or vinyl split rail or decorative metal styles as depicted in *Figure 8, Open View Fencing Typical Options*. Commercial fencing, however, must be consistent throughout the commercial sites.

4. Multi-Family Projects

Fencing for multi-family projects including sites along major and minor arterials and collectors shall include open view fencing to maintain visibility and to delineate boundaries (*Refer to Figure 5, Location of Walls and Fences*). Open view, however, is restricted to the use of 6 foot high, decorative metal styles as depicted in *Figure 8, Open View Fencing Typical Options*. Fencing in multi-family areas, however, must be consistent throughout the community.

Cuts or openings fencing to allow vehicular access are prohibited. This restriction shall be provided in the CC&R's for BC Ranch. Cuts or openings in fencing to allow pedestrian access to schools, parks, open space areas or commercial properties, must be reviewed and approved by the DRC.

b. Temporary Fencing

Security fencing associated with temporary structures and construction is permitted. Fencing shall not exceed 6 feet in height. Fencing materials for construction yards and trailers may include chain link and wood and must be kept in good repair. Barbed wire may not be used. Upon termination of the temporary use, fencing shall be removed.

Fencing for model homes may include wood or decorative metal. Front yard fencing and fencing that is not a part of the permanent house-fencing scheme for the village shall be removed upon termination of the model home complex use.

3. Signs

A variety of permanent and temporary signs will be provided within the community. Materials, color schemes, styles and lighting shall be compatible and consistent throughout the entire community. Prior to issuance of building permits in BC Ranch, final sign design package(s) depicting size height, materials and lighting, in general conformance with the sign requirements and exhibits provided in this Handbook, shall be approved by the DRC. Design packages may be submitted for all signs within the community at one time or incrementally for the various land uses as sign types are determined.

a. Permanent Signs

i. Community Entrances

Monument signs identifying the BC Ranch community may be provided on each side of the major arterial streets at the northeast, northwest and southeast entrance points to the project and on each side of the minor arterial street at the north entrance point to the project at the discretion of the master developer. Signs shall not exceed ten feet in height.

Signage materials may include decorative masonry block, stucco, brick, natural or manufactured stone, wood, tile or decorative metal. Lettering may consist of inset or painted designs or individual or attached raised letters. Signage may include a logo for the BC Ranch or an artistic feature.

Signage shall be complemented with irrigated landscaping, in proportion and scale with the selected sign. A minimum of 1 tree per 400 square feet and 1 shrub per 40 square feet of total landscape are provided shall be planted. Lighting may be provided to illuminate the sign and landscape areas. Lighting shall be through the use of ground mounted or other

indirect lighting sources. No internal illumination of the signs shall be permitted.

Community entrance signs shall be consistent at all provided locations. Details regarding the size and style of the signs and amount of landscaping provided shall be approved by the DRC. The construction of community entrance signs shall be the responsibility of the master developer.

ii. Single Family Village and Multi-Family Project Entrances

Entrance areas that include irrigated landscaping and signage shall be provided on both sides of the main entrance streets to each single family residential village and multi-family development.

Entrance areas shall be generally triangular in shape and shall include a minimum of 300 square feet on each side. In addition, entrance areas shall include irrigated and landscaped medians, a minimum of 10 feet in width and 25 feet in length. A minimum of 1 tree per 400 square feet and 1 shrub per 40 square feet of total landscape area provided shall be planted.

Signs may be placed on walls or monuments, not to exceed six feet in height, within the established entrance areas. Signs shall be similar to the project entry sign photographs shown in *Figure 10, Project Entry Signs, Typical*.

Signage materials may include decorative masonry block, stucco, brick, natural or manufactured stone, wood, tile or decorative metal. Lettering may consist of inset or painted designs or individual or attached raised letters. Signage may include the name of the individual village or project and a logo for the BC Ranch. Builder names, however, may not be listed on the signs.

Signage shall be complemented with irrigated landscaping, in proportion and scale with the selected sign. A minimum of 1 tree per 400 square feet and 1 shrub per 40 square feet of total landscape area provided shall be planted. Lighting may be provided to illuminate the sign and landscape areas. Lighting shall be through the use of ground mounted or other indirect lighting sources. No internal illumination of the signs shall be permitted.

All single family village and multi-family entrance signs shall be consistent throughout the BC Ranch community. Details regarding the size and style of the signs shall be approved by the DRC. The construction of entrance signs shall be the responsibility of the builders of the individual villages or multi-family projects.

iii. Ladder Signs

Ladder signs, to provide direction to individual villages, multi-family sites, commercial areas and parks, are permitted in landscaped planting areas along both sides of major and minor arterial streets. Ladder signs, however, are not permitted along collector or local residential streets.

Signage materials may include decorative masonry block, stucco, brick, natural or manufactured stone, wood, tile or decorative metal. Lettering may consist of inset or painted designs or individual or attached raised letters. Ladder signs shall be consistent throughout the entire BC Ranch community and may include a logo for the BC Ranch. Sign locations shall be reviewed and approved by the DRC.

Ladder signs shall not be internally illuminated. Lighting may include non-intrusive exterior spot lighting. Sign text shall only include the name of the individual village, multi-family project, park or open space feature.

iv. Signage for Parks and Open Space

Park signage shall be compatible with City of Fernley park sign standards and is subject to DRC review and approval.

Signs may be provided along pathways in the common open space areas and along trail access parcels to provide information and direction to users. Signs shall be limited to six square feet in size and shall include the BC Ranch logo. All pedestrian oriented signs shall be consistent throughout the entire BC Ranch residential community.

iv. Commercial Signs

Signs in commercial areas may include free standing signs, monument signs, building and wall signs and shall be in general conformance with the City of Fernley Development Code. Prior to the issuance of the first building permit in a commercial area, a signage package for commercial developments addressing height, size, styles, materials and illumination shall be reviewed and approved by the DRC.

b. Temporary Signs

Temporary signs and flags associated with model home complexes are permitted. The size, type and location shall be submitted to the DRC for review and approval. Upon termination of the model home complex use by the builder, all signs shall be removed.

4. Lighting

A variety of lighting including parking lot illumination, building, structure and sign lighting will be associated with the various uses in the community and has been discussed in other sections of this Handbook. Other permanent and temporary lighting standards are provided as follows:

a. Permanent Lighting

i. Street Lighting

Street lighting along major and minor arterials, collector streets and along local residential streets may include either standard City of Fernley lights or decorative street lights. If decorative street lights are selected, however, styles shall be consistent as follows:

- Along all major and minor arterials throughout the entire community
- Along all collector streets throughout the entire community
- Along local residential streets within each individual residential village

All decorative street lights shall be approved by SPPCo and the DRC.

ii. Park Lighting

Lighting in parks should be minimized where possible but may include the following, if appropriate:

- “Shoebox” style lights or decorative street lights may be provided in parking lots and shall not exceed 15 feet in height.
- Entrance signs may be lighted with ground mounted indirect lighting sources. No internal illumination of signs shall be permitted.
- Low level, bollard lights, a maximum of 3 ½ feet in height may be used to illuminate pathways
- Subdued exterior lights may be used on restroom structures and utility buildings.

- Lighting of sports fields in the community will be allowed as part of City approved improvements.

b. Temporary Lighting

Temporary security lighting for construction trailers and yards will be permitted. Temporary lighting shall be removed upon termination of the temporary use.

Site lighting for the model home complex is encouraged for security and safety purposes. This lighting may consist of low-level building mounted lights, motion detection lights, interior lighting left on within the model home, and/or low voltage landscape lighting. Temporary parking lot lighting, if desired by the individual builders, will be allowed. Upon termination of the model home complex use, any site lighting not in conformance with residential lighting throughout the village shall be removed by the builder.

5. Landscaping

Landscaping and irrigation shall be provided in the various developments, along major and minor arterials and collectors, in parks and within trail access parcels throughout the community. Specific requirements associated with the various land uses have been discussed in other sections of this Handbook. In addition to requirements previously outlined, the following general standards shall apply:

a. Landscape Criteria

i. Plant Use and Quality

A balanced use of evergreen and deciduous plants shall be included within the landscape areas provided. Generally, trees and shrubs shall be placed in locations that do not block sight lines or impair the visibility requirements for motorists, pedestrians, and other users. All plants used shall comply with the American National Standards Institute for Nursery SI Z60.1) and the handbook standards listed below. Compliance with the stated handbook standards for trees and shrubs must be made at the time of planting.

ii. Plant Quantities

Landscape areas shall include trees and shrubs that are provided at the following rates, subject to the size standards listed below. Where quantities provided exceed the minimum quantities required, the minimum plant sizes for the excess quantities shall be at Small Tree or Small Shrub size. Trees in landscape areas shall be provided at a minimum rate of 1-Tree per 400-Square Feet of landscape

area. Trees along major and minor arterials and collectors, as well as medians where applicable, shall be provided at a minimum rate of 1 tree per 30 lineal feet of street frontage. Trees in parking lots shall be provided at a minimum rate of 1-Tree per 10-Spaces. Shrubs shall be provided at a minimum rate of 1-Shrub per 40 Square Feet of landscape area. Tree counts are not cumulative meaning that quantities determined on a linear basis for streetscape areas, or on a per 10 parking spaces basis for parking lots, are not added to quantities determined on a square foot basis. However, in all cases, the higher number of trees required by either calculation method shall prevail.

iii. Tree Sizes

A minimum of 70-percent of all trees used shall meet the requirements of Large Trees, with a maximum of 30-percent meeting the requirements of Small Trees. Large Trees shall be a minimum of 2"-Caliper (Deciduous), or 8-Foot Height (Evergreen). Small Trees shall be a minimum of 1"-Caliper (Deciduous), or 5-Foot Height (Evergreen).

iv. Shrubs and Other Plant Sizes

A minimum of 70-percent of all shrubs used shall meet the requirements of Large Shrub category, with a maximum of 30-percent meeting the requirements of Small Shrub. Large Shrubs shall be a minimum of 5-Gallon container size. Small Shrubs shall be a minimum of 1-Gallon container size. Ornamental Grasses may be classified in either the Large Shrub or Small Shrub categories. Perennial Plants, Groundcovers, Vines and Hybrid Tea Roses shall be classified under Small Shrub category and their use shall be limited to those quantities. Groundcovers or Perennials, provided that the substitution ratio is 3 (4" or 6" Pots) for 1 (1-Gallon). Annual Plants, Bulbs, and other ornamental plants smaller than 1-Gallon in size are allowed, but do not qualify towards fulfillment of the standards in this section.

v. Turf Areas

Turf grasses may be included within landscape areas provided that the use of turf is balanced within the overall project. Turf areas shall be a minimum of 5-feet in width with a maximum slope that is not steeper than 4:1(H:V).

Turf shall not be placed within 3-Feet of a fence or wall. Turf areas shall not constitute more than 70-percent of the total landscape area provided. All turf shall be installed in the

form of sod. Seeding, hydroseeding, plugging and sprigging are not acceptable installation techniques for turf areas.

vi. Site Preparation for Turf and Planter Bed Areas

A minimum 3" deep layer of topsoil shall be provided under all turf areas. Planting pits for trees and shrubs shall be amended only as needed at the time of plant installation. Amending entire planter bed areas with organic materials is not required unless a soils analysis indicates specific deficiencies that can be improved through their use.

vii. Mulches and Weed Growth Prevention

All planter bed areas shall receive a minimum 4-inch deep layer of rock mulch, decomposed granite, or bark mulch. Weed growth mitigation practices for planter bed areas shall include either a water permeable weed barrier fabric installed under the mulch, or routine seasonal applications of a pre-emergent herbicide in the spring and fall. Weeds shall not be allowed to grow in planter bed or turf areas.

viii. Prohibited Plant Materials

Artificial turf is not a permitted plant material. Trees, shrubs, perennials, groundcovers and other plants that are environmentally adapted for use in Fernley Nevada are acceptable for use on this project. However, trees of the following genus shall not be used on this project: Betula (Birch), Populus (Poplar, Cottonwood & Aspen), Salix (Willow), and Ulmus (Elm). Other trees that may be prohibited by the City of Fernley shall not be used on this project. Trees and shrubs that have increasing cases of insect infestations, or disease, or that are known to become environmentally invasive shall not be used.

b. Landscape Irrigation

All turf areas, trees, shrubs, and other plants shall be irrigated with a permanent automatic irrigation system. Turf areas shall be irrigated using pop-up spray or pop-up rotor heads suitable for the size, shape and condition of each turf area. Trees, shrubs and other required plants shall be irrigated using a drip irrigation system with drip tubing and related devices firmly secured beneath the planter bed mulch layer. Other irrigation systems for turf or planter bed areas, including sub-surface watering systems, may be allowed provided that their capacity to save water and water more effectively can be demonstrated.

6. Utilities and Equipment

To the extent possible, utilities, appurtenances and equipment shall be screened from public view. The following standards shall apply to development within the entire BC Ranch Community:

a. Ground Mounted

To the extent possible, above ground utility appurtenances and other equipment including AC compressors and evaporative coolers, shall be screened from public view. Screening shall be accomplished solely with the use of blending colors and/or vegetation.

Utility appurtenances shall be located in planter areas and not in turf areas, where feasible.

b. Roof Mounted

Roof mounted mechanical equipment and solar panels are not permitted on homes in the single family residential villages. Roof mounted equipment in multi-family and commercial developments shall be screened from view of public streets and common open space areas. Screening may include the use of parapets or facades. The use of chain link fences with slats or wood fences for screening purposes is not permitted.

c. Structure Mounted

To the extent possible, all mechanical and electrical utilities and equipment including meters shall be integrated into the structures and screened from public view. Screening may be accomplished solely through the use of blending colors or "boxing-in" equipment with the same materials provided on the structures.

d. Water Tanks

To the extent possible, water tanks shall be screened. Screening may be accomplished with the use of berms, fences, walls, blending colors, or vegetation.

e. Overhead Power Lines

All new power lines required to serve the BC Ranch Community shall be placed underground (with the exception of major transmission lines over 25 kV). Existing overhead power lines or new major transmission lines may remain or be placed overhead. Locations of new transmission lines, if required shall be reviewed and approved by the DRC.

7. Slope and Drainage Channel Treatment Guidelines

Slopes on the site may include 2:1 designs with rip rap or re-vegetated slopes. Rockery walls or keystone walls are also permitted. The maximum height of the walls will be 8 feet. Where multiple walls are planned, benches will be landscaped and will include permanent irrigation.

Slopes shall be designed to blend into the natural topography. Benches and terraces are permitted. At the intersection of a manufactured cut or fill slope and a natural slope, a gradual transition, rounding or contour shall be provided. Manufactured slope banks intersecting at or near right angles shall be rounded with a radius at the building pad. Slopes will be stabilized to prevent erosion.

Drainage channels may be rock lined, natural or concrete lined or re-vegetated with native material as necessary to convey drainage through the site.

8. Construction Standards

a. Construction Yards

The location of all construction yards shall be reviewed and approved by the DRC. To the extent possible, construction yards and temporary nurseries shall be located away from major and minor arterials collector streets and shall be fenced.

b. Temporary Structure, Uses and Signs

The location and type of temporary structures, uses and construction signs shall be reviewed and approved by the DRC. All temporary structures and uses shall be kept in good repair. To the extent possible, construction trailers shall be located away from major and minor arterials and collector streets. Temporary structures, uses and signs shall be removed immediately upon completion of construction.

c. Construction Site Maintenance

Builders and developers shall maintain construction sites in a neat and orderly manner. Adequate dumpsters shall be provided and emptied in order to prevent construction materials from littering the site. The area around all construction sites shall be regularly maintained to ensure all construction trash is properly picked up and removed.

d. Dust Control

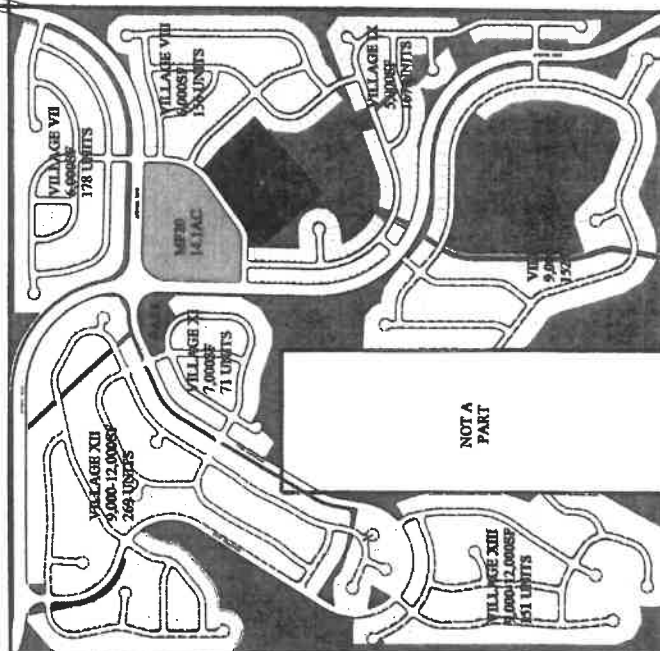
Builders and developers shall control dust during construction at all times in accordance with City of Fernley requirements and obtain all necessary permits.

e. Street Cleaning

Builders and developers shall regularly keep streets clean and free from dirt, construction materials and debris during construction.

f. Construction Hours

Construction hours shall be limited to 7:00 am to 7:00 pm, Monday through Saturday.



USE	# OF SITES	# OF UNITS	ACRES
SPB-5, 000007	5	407	206.62
SPB-6, 000007	4	940	200.38
SPB-7, 000007	2	940	91.20
SPB-9, 0000-12, 000007	2	570	200.40
SPB 20, 0012/C CRA 2000	1	1010	50.00
SPB 21, 0012/C CRA 2000	1	1010	50.00
SPB 22, 0012/C CRA 2000	1	1010	50.00
ARTISANS / COLLECTORS RESIDENCE	1	-	60.32
SPB 24	10	21000	500.00

PROJECT NAME
100 NORTH HAVEN HILLSIDEWAY

PROJECT INFO
PROPERTY OWNED BY SECTION 23 &
27, TOWNSHIP 20 N, RANGE 24 E,
COUNTY OF ALBERTA S4E QUARTER AND
QUARTER S4E

PROJECT LOCATION
SECTION 23 AND 27, T20
PLUS CORNER AND SECTION
23 AND 27, T20, R24E, S4E
QUARTER, ALBERTA PROV. OF
ALBERTA, CANADA

PROJECT OWNER
ALBERTA PROV. OF ALBERTA
COUNTY OF ALBERTA
SECTION 23 AND 27, T20, R24E, S4E
QUARTER, ALBERTA PROV. OF
ALBERTA, CANADA

PROJECT PURPOSE
FOR THE PURPOSE OF
CONVERTING THE LAND TO
RESIDENTIAL LAND

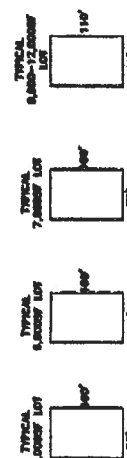
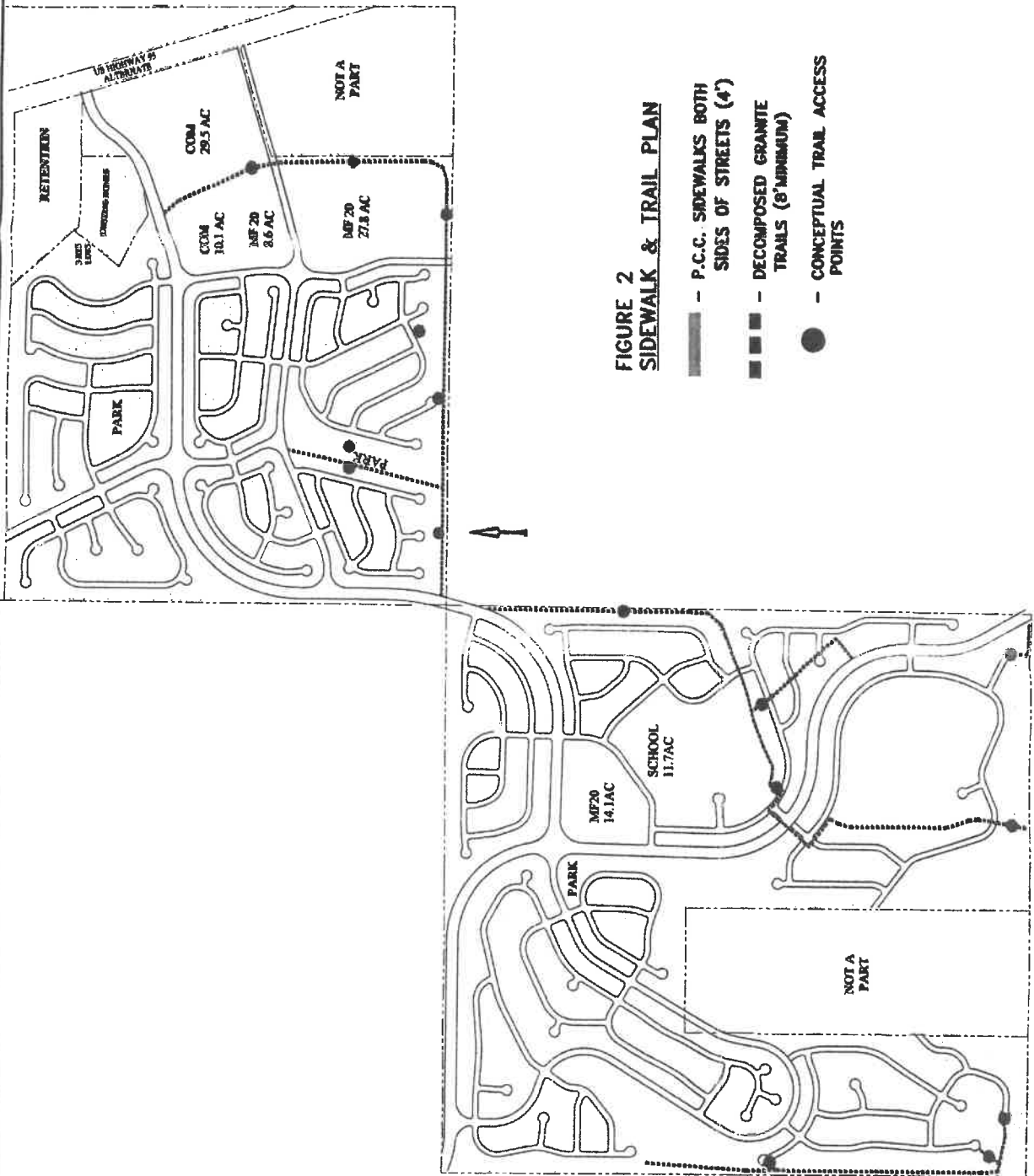
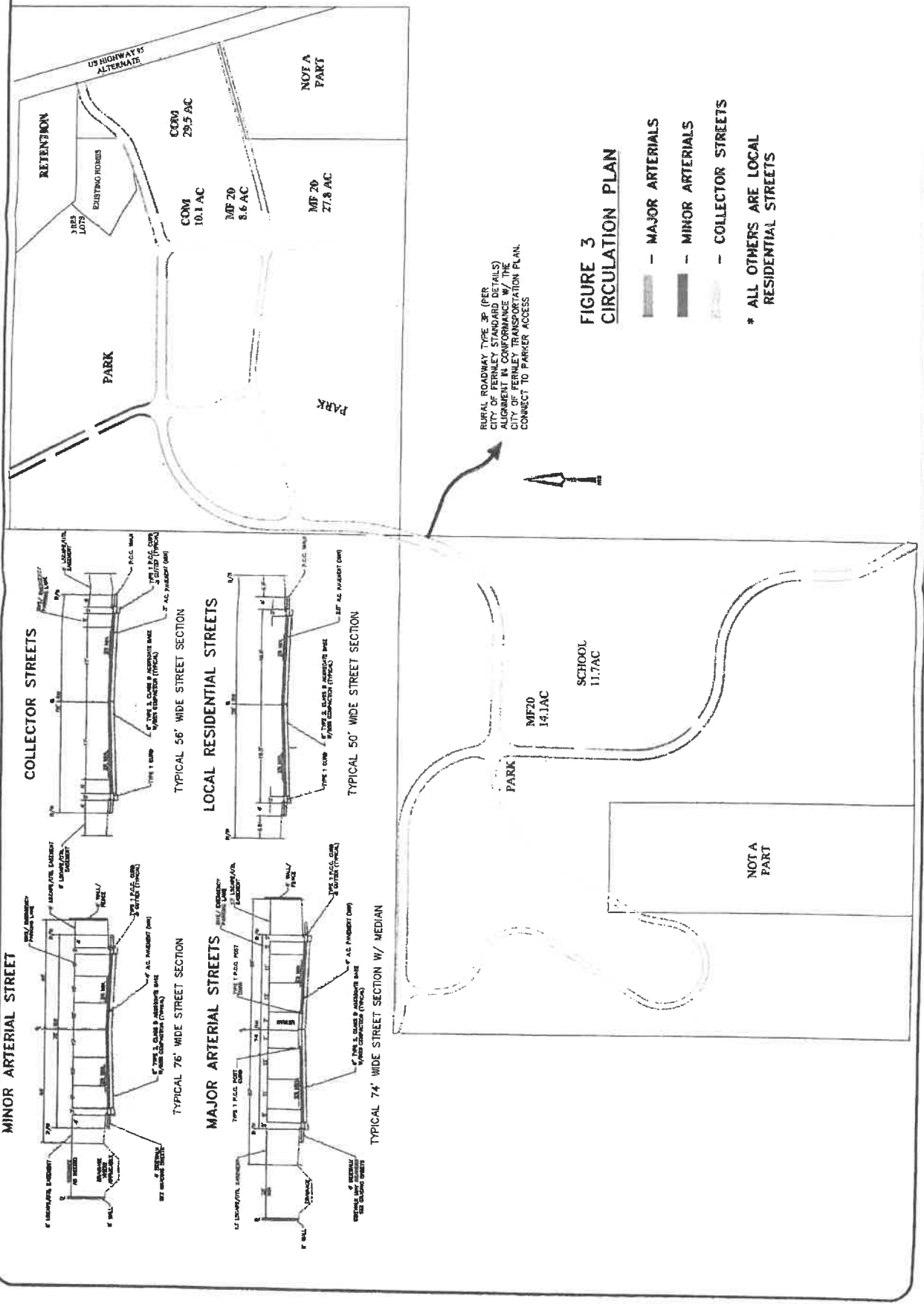
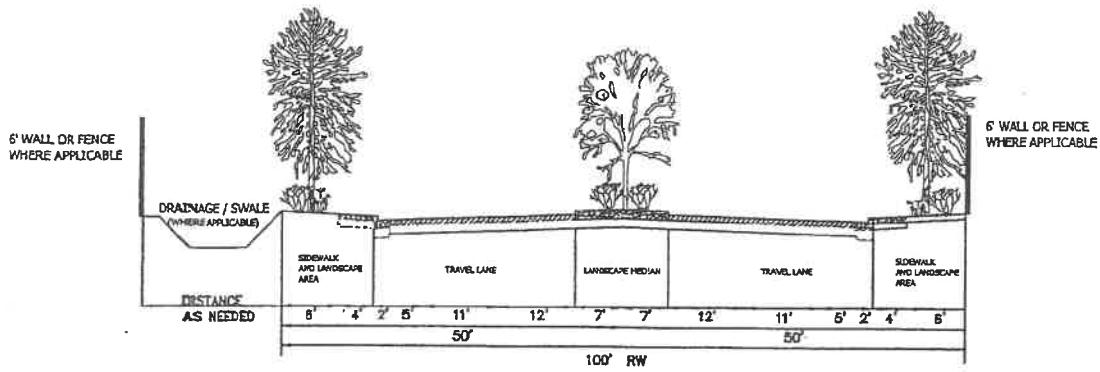


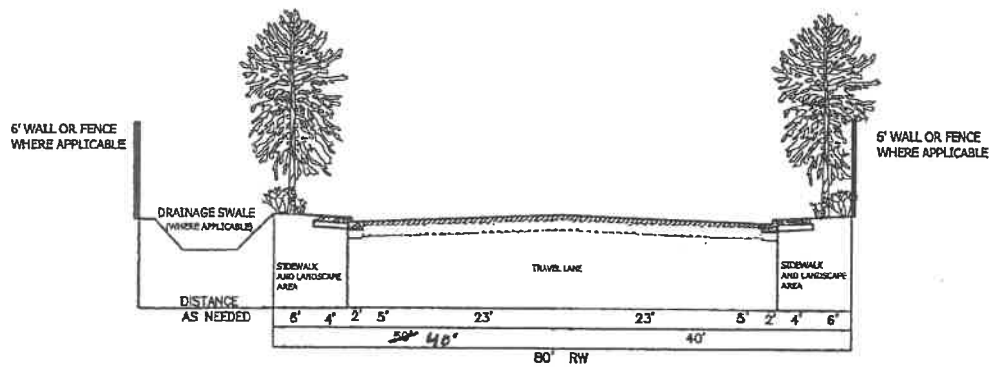
FIGURE 1
GENERAL DEVELOPMENT PLAN



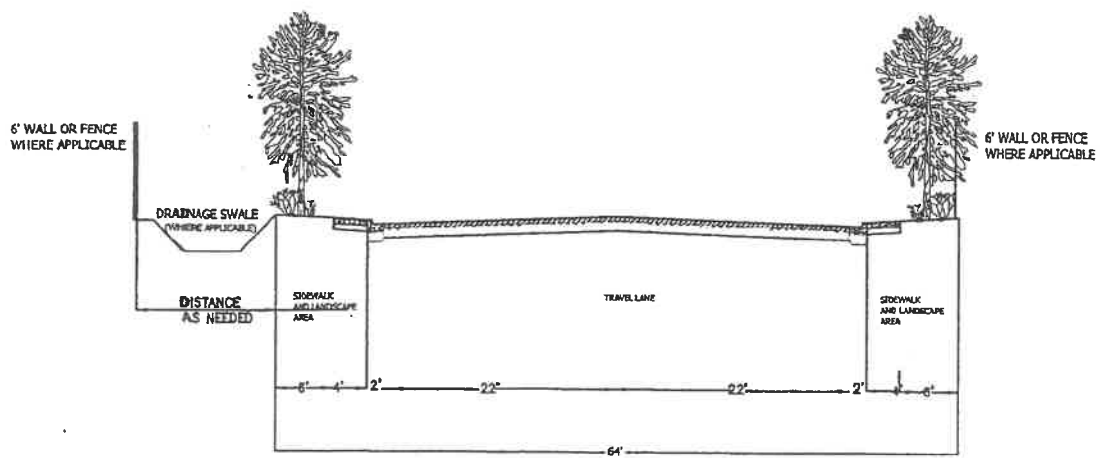




MAJOR ARTERIAL STREETSCAPE CONCEPT

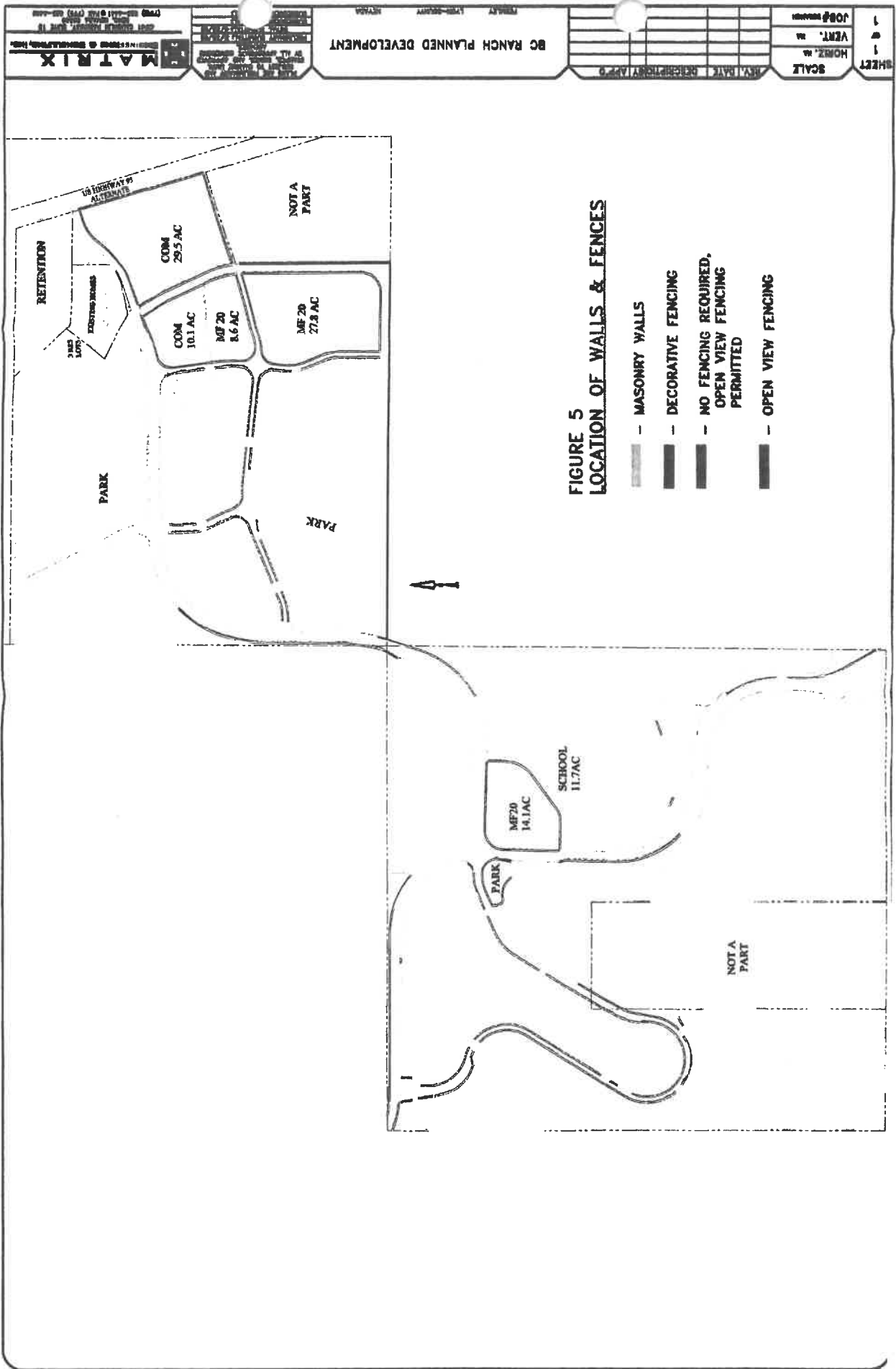


MINOR ARTERIAL STREETSCAPE CONCEPT



COLLECTOR STREETSCAPE CONCEPT

FIGURE 4
STREET CROSS SECTION



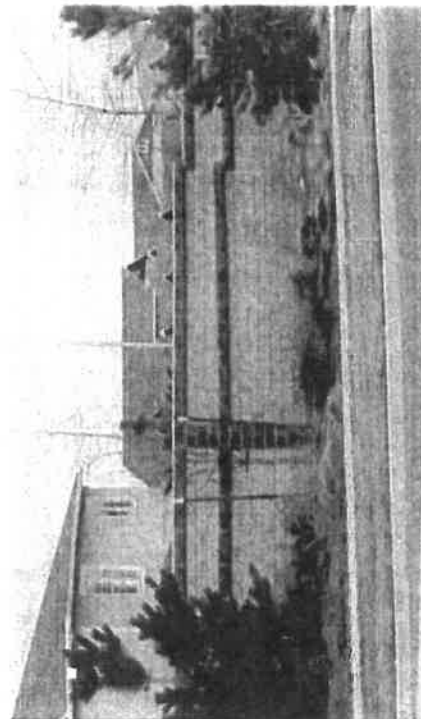
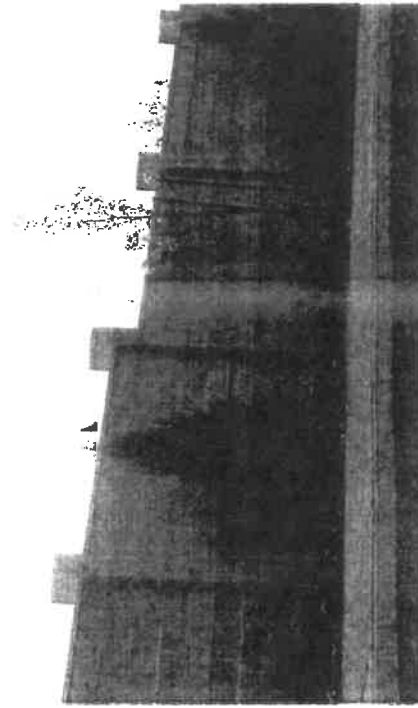
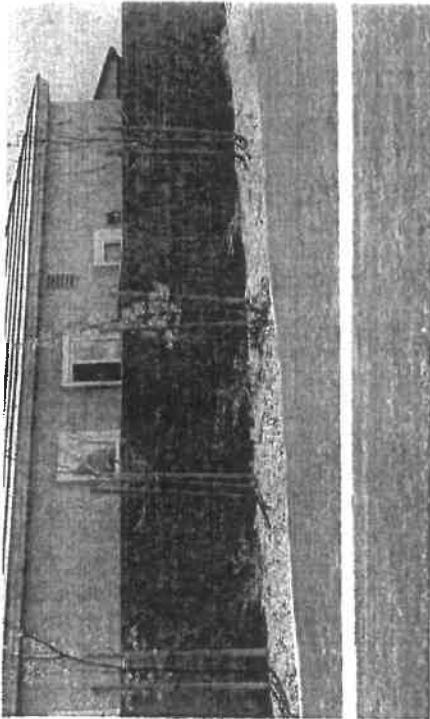
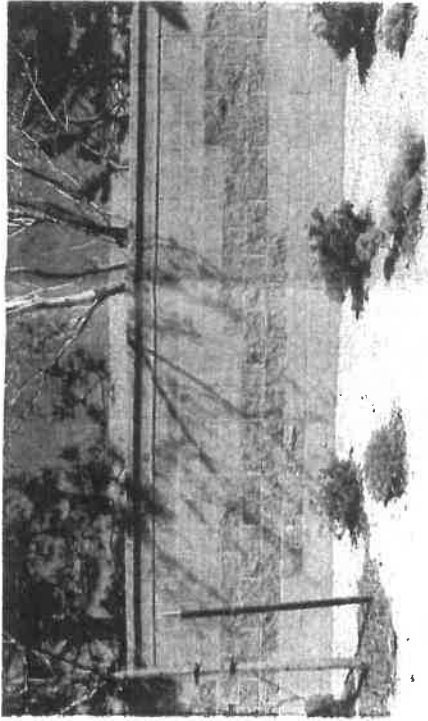


Figure 6
Masonry Walls, Typical Design

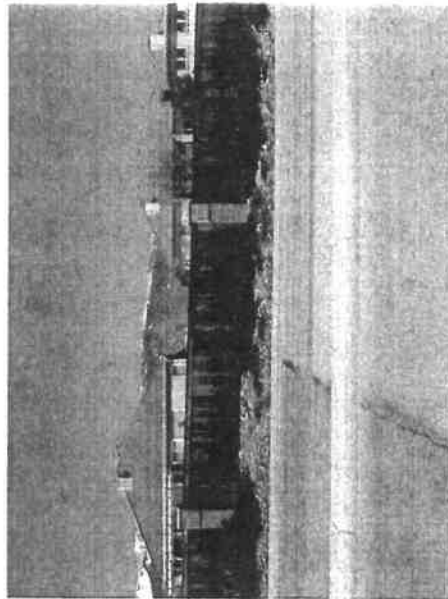
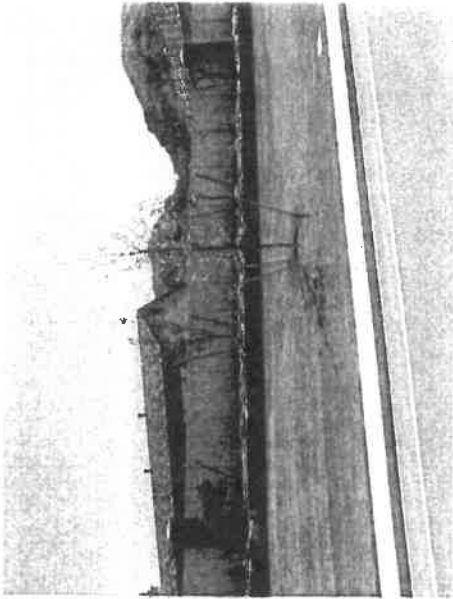
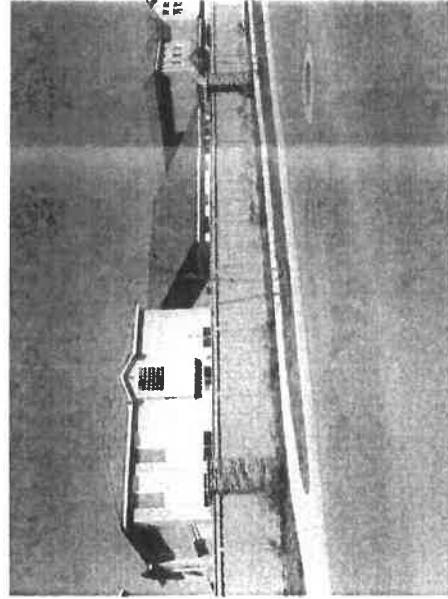
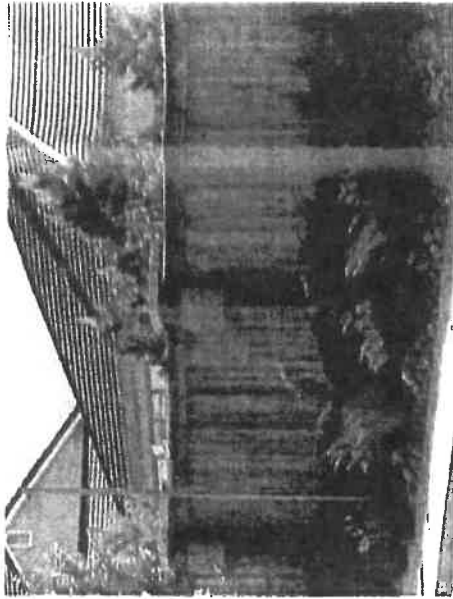


Figure 7
Decorative Fencing, Typical Design

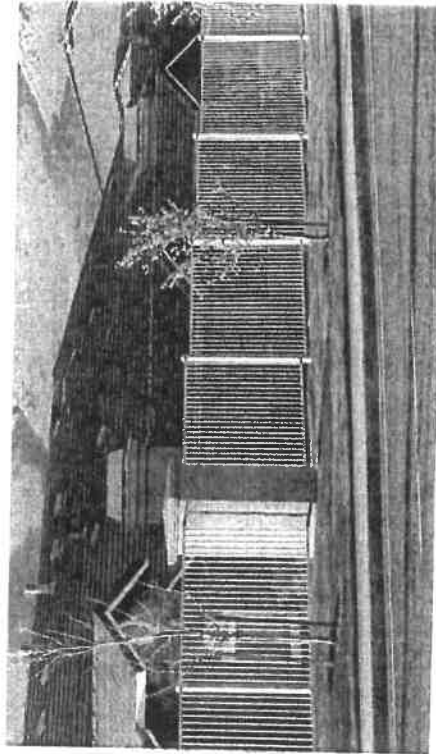
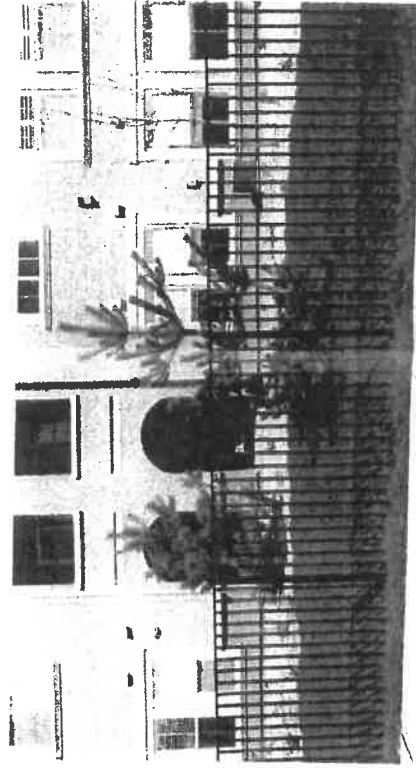
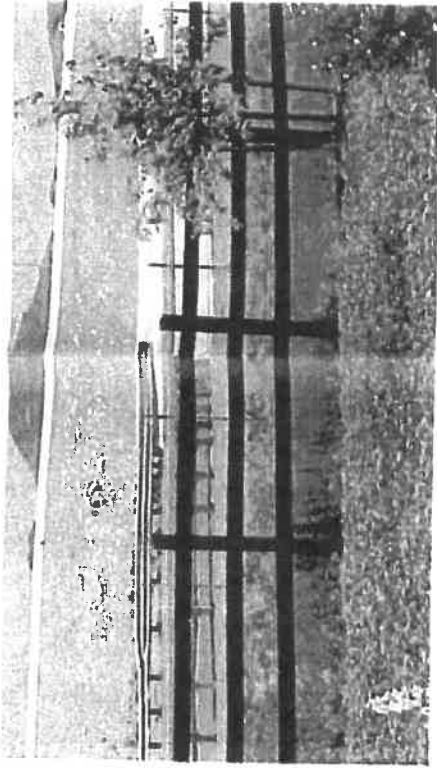


Figure 8
Open View Fencing, Typical Options

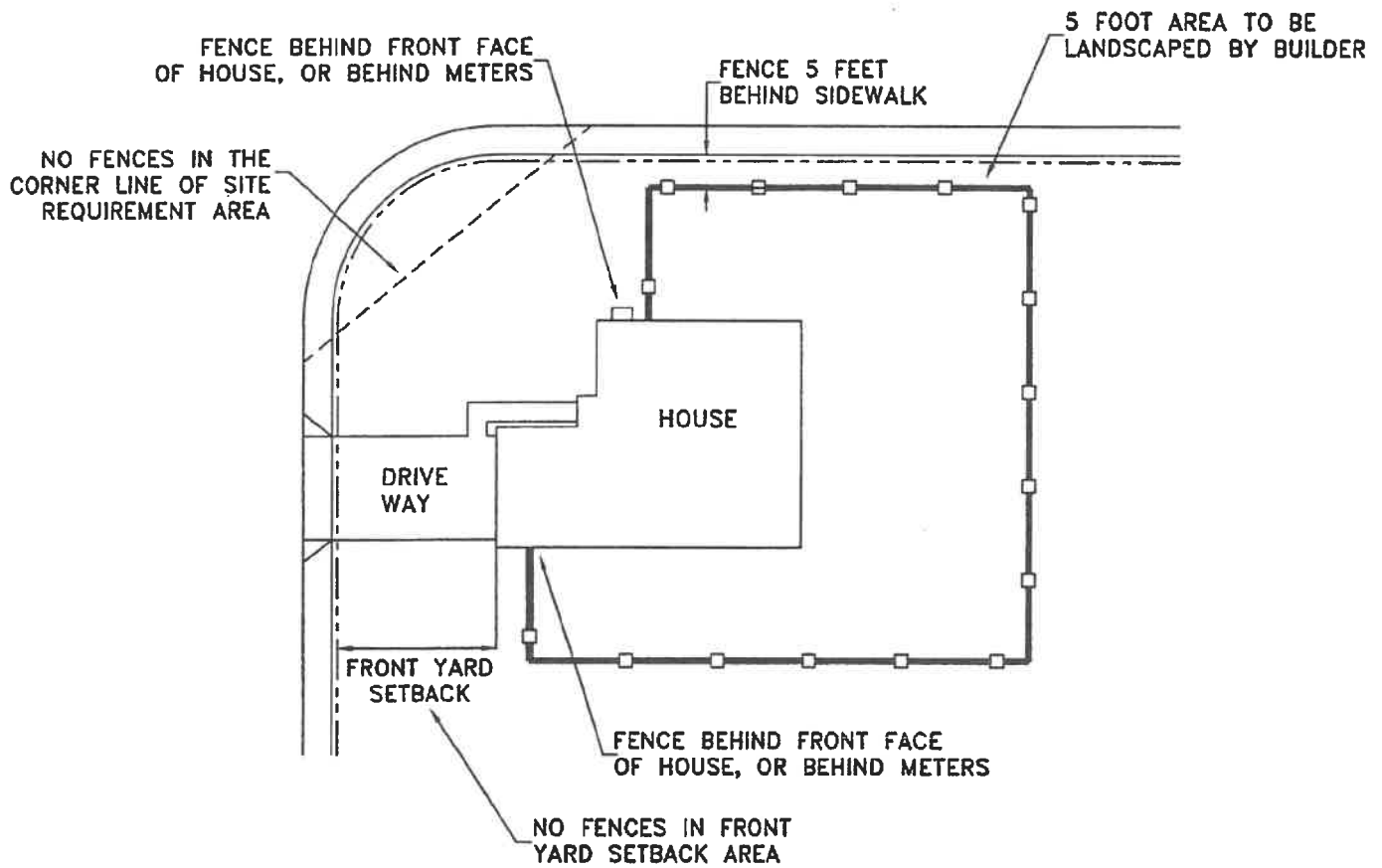


Figure 9
Corner Lot Fencing Standard

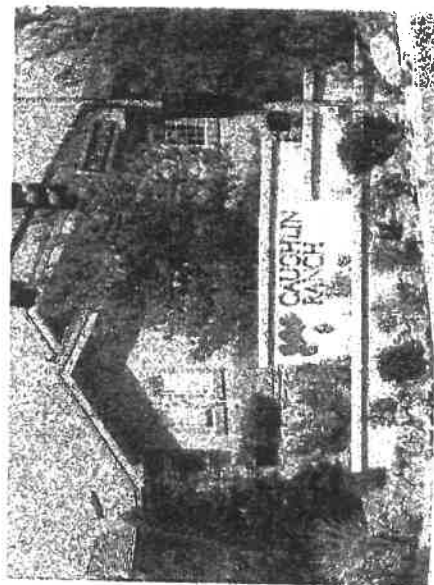
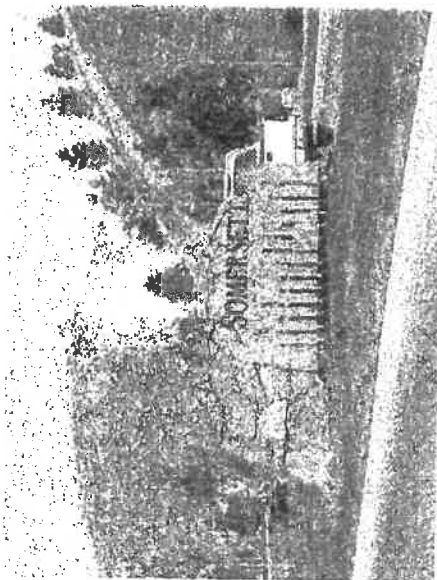
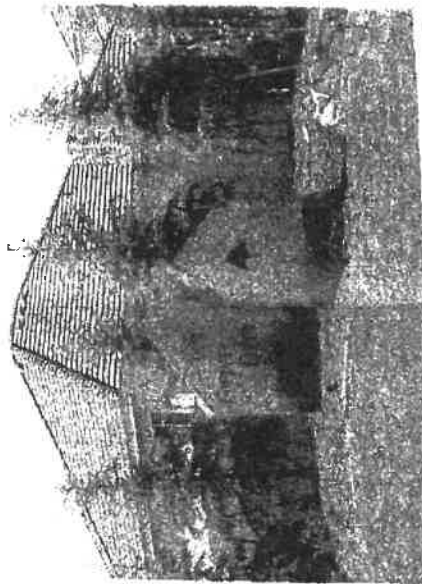
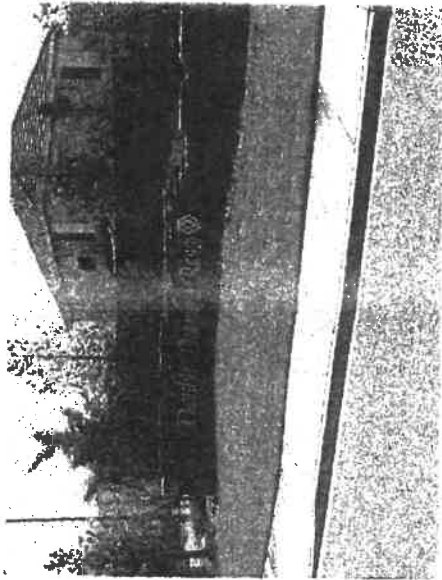
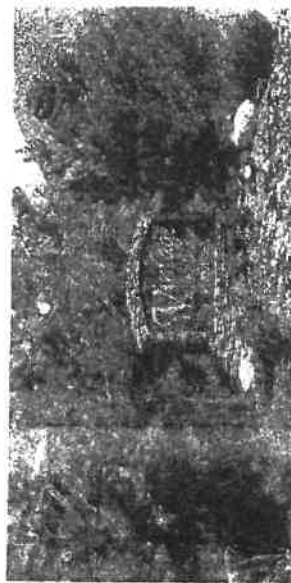
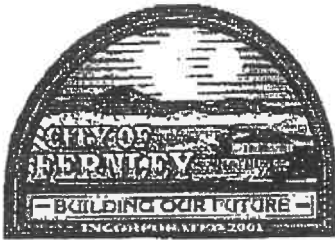


Figure 10
Project Entry Signs, Typical



**COMMUNITY DEVELOPMENT
DEPARTMENT**

Pete Wysocki, AICP
Director

Comprehensive Planning
Zoning
Development Review
Building and Safety

July 18, 2005

Rob Winkel
Barker-Coleman Development, LLC.
4741 Caughlin Parkway, Ste. 4
Reno, NV 89509

RE: Approval Notice for BC Ranch Planned Development.
PD 05-02; APNs 021-531-001, 004, 005, 006, 007, 021-161-011, 022-081-001 & 002,
022-082-001, 002 & 003.

Dear Mr. Winkel:

On July 6, 2005, the Fernley City Council reviewed and approved your Planned Development application to develop 908 acres into 2179 single-family parcels, ranging in size from 5,000 +/- square feet to 12,000 +/- square feet, 1010 multi-family units, an approximate 39.68-acre commercial site, an approximate 11.74-acre school site, and approximately 180.91 acres of open space. The approval included a tentative subdivision map and a zone change, changing the zoning of the project area to 806.11 acres of NR-3PD (Single-Family Residential, 9,000 square feet with Planned Development Overlay), 50.56 acres of NR-2 (Multi-Family Residential, 21 units per acre with Planned Development Overlay), 39.68 acres of C-2PD (General Commercial with Planned Development Overlay) and 11.74 acres of PF (Public Facilities). The approval is based on the application materials submitted on April 25, 2005, including the Planned Development Design Standards, and is subject to the following conditions:

THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO THE SUBMITTAL OF THE FIRST PHASE FINAL MAP APPLICATION:

1. The developer shall submit revised BC Ranch Planned Development Design Standards manual (hereinafter "Manual") with the following modifications:
 - A. The Commercial and Multi-Family Residential Review Process shall be modified to require all applicable City applications and approvals, including design review. A private Development Review Committee may be established. If so, the City shall not accept any applications unless the private Development Review Committee has reviewed and approved the plans. Uses not requiring special use permits as stated in the Manual will be reviewed administratively and approved by staff.
 - B. Page 6 (Table 1), include minimum rear-yard setback for single-family lots.

- C. Page 20 ("Prohibited Uses") shall be modified to allow restrooms and lighted ball fields within parks and open space areas as part of City approved improvements.
 - D. Page 23 ("Emergency Access"), emergency access shall be provided as required by the North Lyon County Fire Protection District.
 - E. Page 25 ("Decorative Fencing"), pilasters shall be provided every ~~32~~ 60 feet and change of direction, not 120 feet. Increases in the distance may be permitted by the Director to accommodate placing of pilasters evenly or to achieve adequate safety sight areas.
 - F. Page 31 ("Park Lighting"), lighting of ball fields shall be allowed as part of City approved improvements.
 - G. The north-south major arterial in Section 27 shall have four lanes of travel and left-turn lanes.
 - H. All major and minor arterial and collector roads shall have striped bike lanes.
 - I. Figure 5, decorative fencing can be only used next to a landscaped park strip, drainage ways or when building pads are significantly higher or lower than the street elevation. Otherwise, masonry walls are required.
 - J. Details shall be included for sidewalks. All sidewalk curbs shall be vertical. Sidewalks and private driveway approaches shall meet ADA standards set forth by the City Public Works Design Standards.
 - K. Any modifications to the Manual shall be reviewed and approved by the City.
 - L. Part B of Tab 4 shall be amended to state that any private roads shall require special use permit approval by the City.
2. The Developer shall submit improvement plans for construction of Sario Drive (also referenced as Fernley Hills Drive), and the minor arterial road connecting to Sage Street. These roads shall be constructed to full improvements as approved in the Manual. The following intersection improvements shall be included:
- A. An eastbound left turn lane on Sario Drive at Highway 95A.
 - B. A southbound right-turn deceleration lane on Highway 95A at Sario Drive, as approved by NDOT.
 - C. In the event the minor arterial connecting to Sage Street is not part of Phase 1 final map, a temporary second access shall be provided to Sage Street. The location of this second access shall be approved by the City and the Fire District.
3. The developer shall submit a master park and open space development plan for review and approval by the City. The development plan shall be incorporated into the Manual. The park sites shall be improved to urban park standards, including but not limited to lawn area, playgrounds and picnic areas. The park plan shall establish phasing of park and open space improvements based on the relative Residential Construction Tax fees collected with each phase of the development.
4. A traffic signal warrant study shall be prepared and submitted to NDOT and the City to determine if a traffic signal is warranted at Sario Drive and Highway 95A.
5. Concurrently with filing of the final map, the developer shall file a maintenance district agreement for the entire project pursuant to Chapter 37 of the Fernley Development Code.

THE FOLLOWING CONDITIONS MUST BE MET PRIOR TO THE SUBMITTAL OF EACH FINAL MAP APPLICATION:

6. The developer shall submit on-site improvement plans for review and approval. Water and sewer improvements shall comply with City standards. The improvement plans shall include the following:

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- A. Construction of all interior roads and intersections pursuant to the Manual. All internal roads shall meet City's structural standards.
 - B. Sewer feasibility report identifying sewage flows generated by each phase, required pipe sizes and appurtenances, downstream capacity of existing infrastructure and any necessary downstream improvements. Oversizing of any improvements is subject to reimbursement by the City pursuant to City Code.
 - C. Each phase shall connect to City sewer, install necessary on-site sewer lines and other appurtenances as identified in the sewer feasibility report.
 - D. Each phase shall connect to City water and install necessary water lines and construct water tank(s) necessary to meet the standards of NAC 445A. Water tank locations and other water facility improvements shall be constructed as identified by the water model prepared by the City.
 - E. Temporary drainage basins (if required) necessary for each phase.
 - F. Utilities (cable, telephone, power, etc) must be installed underground and stubbed to service each parcel.
 - G. All streetlights must meet City of Fernley standards. Streetlights may be located only at intersections and at the end of cul-de-sacs.
 - H. Non-potable water supply system for irrigation of individual parcels and open space areas. The system shall include all necessary appurtenances to irrigate each parcel. The final design of the system shall be approved by the City.
7. The developer shall obtain will serves for water and sewer service. The developer shall comply with policies and regulations in affect at the time an application is filed for the will serves. Upon approval of this project, the developer is allowed to pay in-lieu fees for 276 single-family homes (ERCs) at the amount charged at the time the will serves are obtained.
 8. All final maps shall be reviewed and signed by federal and state agencies, and utility providers.
 9. The developer shall submit traffic reports updating existing traffic conditions. Each report shall include the following:
 - A. Volume to Capacity Ratios, Levels of Service of Highway 95A and Main Street,
 - B. Traffic signal warrant analysis for the Sario Drive/Highway 95A intersection.
 - C. Recommendations to roadway and intersection improvements.
 10. When warranted, the developer shall pay for and install a traffic signal at Sario Drive and Highway 95A.

THE FOLLOWING CONDITIONS ARE TO BE MET CONCURRENTLY WITH THE SUBMITTAL OF EACH FINAL MAP APPLICATION:

11. Each phase of the project, except for the commercial area, shall provide the open space applicable to the phase being recorded as shown and approved in the Manual. The value of the land and improvements will be reimbursed toward the Residential Construction Tax paid by the developer for the project, upon completion of the improvements and submittal of invoices.
12. On-site and off-site improvements must be constructed or secured. If the applicant proposes to secure for any of the required improvements, the applicant shall file a financial security pursuant to City Code.

13. The applicant shall comply with the final map requirements as prescribed by NRS 278 and City Code. Additionally, the final map shall show:

- A. A 10-foot public utility easement along all road frontages and 5-foot public utility easement along the side and rear lot lines.
- B. City certificate shall reject the offer of dedication for the public roads with the reservation to accept the offer later upon the issuance of certificate of completion.
- C. An easement for any new cluster mailbox location, if required by the postal service.
- D. A note stating that the maintenance of any drainage basins and related appurtenances is the responsibility of the developer, homeowners association or successors in interest, unless dedicated and accepted by the City.
- E. A note stating the Right to Farm ordinance of City Code.
- F. Retention areas as required by the drainage report. Retention areas shall be either within a separate parcel or within drainage easements.

14. Concurrently with the recordation of the each final map, the applicant shall record a deed restriction for the open space areas stating that the open space areas have no associated residential development rights and residential construction is prohibited.

THE FOLLOWING GENERAL CONDITIONS SHALL APPLY THROUGHOUT THE DEVELOPMENT OF THE PROJECT:

15. The developer shall prepare an engineer's cost estimate and determine pro-rata cost contribution per residential dwelling unit for the following improvements:
- A. A bridge across the Truckee Canal. The bridge shall accommodate 4 travel lanes, curb, gutter and sidewalk on both sides.
 - B. Extension Stock Lane to the new bridge. Stock Lane shall be improved to an urban collector road standard from the bridge to Jackson Ranch Road.
 - C. Improvements to Sage Street from the project to the new bridge. The extension shall be built to urban collector road pavement section, excluding curb gutter and sidewalk.

The Improvement benefit area shall include the following developments: BC Ranch, Sage Ranch Estates and Foothills of Fernley.

Upon acceptance by the City of a new road known as Jackson Ranch Road and with the recordation of the 1200th parcel, the developer shall construct the above referenced improvements. The development shall receive credit for its pro-rata contribution and reimbursement from other developments within the benefit area. If the necessary right-of-way cannot be obtained by the developer to construct the above referenced improvements, the development shall pay its pro-rata fees and not be required to construct the improvements.

16. Prior to submittal of the first final map in Section 27 or any other development proposal, legal secondary access within a public right-of-way shall be constructed connecting the development area in Section 27 to Highway 95A or other constructed public roadway that can adequately convey the traffic. The road shall be constructed to a minimum of paved rural collector road standard.
17. The school site shall be offered to the Lyon County School District no later than with the first final map filed within Section 27.
18. The developer shall enter into an agreement with the City agreeing to pay any impact fees or special assessments that may be established by the City. The cost of improvements constructed by the developer that are identified in a capital improvement plan for which the

impact fees or special assessments are collected, shall be credited/reimbursed to the developer.

19. If the commercial properties are developed prior to the filing of final tentative maps, Sario Drive and the southerly collector road shall be constructed pursuant to the Manual, including the following:
 - A. An eastbound left turn lane on Sario Drive at Highway 95A.
 - B. A southbound right-turn deceleration lane on Highway 95A at Sario Drive, as approved by NDOT.
 - C. Right-in/right-out Intersection approaches on Highway 95A at the southerly entrance road, as approved by NDOT.
20. Construction of roadways, intersections and turn lanes shall comply with recommendations of approved traffic reports, unless modified by the City.
21. The major north-south arterial in Section 27 shall be constructed no later than at the time the southerly extension of the major arterial is constructed in the Tierra Development project located in Section 35 or when the northerly extension is developed to Interstate 80.
22. Arterial and collector roads may be constructed in phases with each corresponding final map, provided that adequate circulation is provided to the satisfaction of the City and the Fire District.
23. All roadways shall be built to full-width standards, unless otherwise approved by the City.
24. Approval of this project supersedes the approval of the Country Greens subdivision.

The tentative subdivision map component of the project will expire on July 6, 2007, unless a final subdivision map is approved by the City. All subsequent final maps must be approved within one-year of the approval of each preceding phase. Extensions of time may be permitted pursuant to City Development Code.

Thank you for your cooperation in working on this project. Should you have any questions or need additional information, please feel free to call me at 775-784-9902.

Sincerely,



Peter Wysocki, AICP
Community Development Director

C: Matrix Engineering, 4741 Caughlin Parkway, Ste. 1-B, Reno, NV 89509
Public Works Department
File

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SOLAEGUI
ENGINEERS, LTD

FERNLEY BC RANCH TRAFFIC ANALYSIS

APRIL, 2005



Prepared by:
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TABLE OF CONTENTS

	PAGE NO.
EXECUTIVE SUMMARY.....	3
INTRODUCTION.....	6
STUDY AREA.....	6
EXISTING AND PROPOSED LAND USES.....	6
EXISTING AND PROPOSED ROADWAYS AND INTERSECTIONS.....	6
TRIP GENERATION.....	8
TRIP DISTRIBUTION AND ASSIGNMENT.....	10
EXISTING AND PROJECTED TRAFFIC VOLUMES.....	10
INTERSECTION CAPACITY ANALYSIS.....	10
ROADWAY CAPACITY ANALYSIS.....	24
SITE PLAN REVIEW.....	25
U.S. HIGHWAY 95A CORRIDOR REVIEW.....	26
TRAFFIC PLANNING REVIEW.....	30
RECOMMENDATIONS.....	31
APPENDIX.....	34

FERNLEY BC RANCH

TRAFFIC ANALYSIS

EXECUTIVE SUMMARY

The Fernley BC Ranch development is located in the City of Fernley, Nevada. The project site is located south of Sage Drive and west of U.S. Highway 95A. The site is currently undeveloped land. The purpose of this study is to address the project's impact upon the adjacent street network. The U.S. Highway 95A intersections with Sario Drive, the project's proposed access south of Sario Drive, the proposed Parker access south of Desert Shadows Lane and the proposed Jackson Ranch access intersection with Main Street (U.S. Highway 50A) have been identified for intersection capacity analysis.

The Fernley BC Ranch development will be constructed in phases. Phase 1-A will consist of the construction of 570 single family dwelling units and phase 1-B will include 454 additional single family dwellings resulting in a total of 1,024 single family dwelling units in Phase 1. Phase 1-A is the number of single family dwelling units that can be constructed without the need for dual left turn lanes at the existing U.S. Highway 95A/Sario Drive intersection. Phase 2 will consist of the construction of 1,159 additional single family dwelling units, resulting in a total of 2,183 single family dwellings, which is the buildout of the single family dwellings. Project buildout will consist of the additional construction of 1,010 apartments and approximately 346,000 square feet of commercial development. At buildout, the development is expected to generate 38,813 average daily trips with 2,392 trips occurring during the AM peak hour and 3,591 trips occurring during the PM peak hour. The project is anticipated to build out in ten to fifteen years.

Traffic generated by the Fernley BC Ranch 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 City of Fernley and Nevada Department of Transportation requirements.

It is recommended that the project developers participate in the cost of off-site regional roadway improvements by paying traffic impact fees or special assessment district fees. It is proposed that the developers receive credit for any off-site regional road improvements they construct.

- ① It is recommended that the U.S. Highway 95A/Sario Drive intersection initial improvements for phase 1-A to consist of one left turn lane with 350 feet of left turn storage and one shared through-right turn lane at the Sario Drive west approach and one left turn lane at the south approach. NDOT's roadway improvement project on U.S. Highway 95A will provide left turn lanes at the north and south approaches of the U.S. Highway 95A/Sario Drive intersection.

It is recommended that a traffic signal be constructed at the U.S. Highway 95A/Sario Drive intersection when warranted.

It is recommended that the U.S. Highway 95A/Sario Drive intersection improvements for the phase 1-B and phase 2 project consist of one left turn lane and one shared through-right turn lane at the public disposal center east approach, dual left turn lanes each with a storage length of 350 feet at the west approach, one exclusive right turn lane at the north approach, and one through lane and one shared through-right turn lane at the south approach. The dual left turn lanes at the west approach will require two receiving lanes for a distance on northbound U.S. Highway 95A.

It is recommended that the U.S. Highway 95A/Sario Drive intersection improvements for project buildout consist of one left turn lane, two through lanes and one exclusive right turn lane at the north approach, and one left turn lane, one through lane and one shared through-right turn lane at the south approach.

It is recommended ultimately for the phase 2 and buildout project that the Main Street (U.S. Highway 50A)/Jackson Ranch access intersection contain one left turn lane with a minimum storage length of 350 feet, one through lane and one shared through-right turn lane at the east approach; one left turn lane, two through lanes and one exclusive right turn lane at the west approach; one left turn lane, one through lane and one right turn lane at the north approach; and dual left turn lanes each with a minimum storage length of 350 feet, one through lane and one right turn lane at the south approach. The dual left turn lanes at the west approach will require two receiving lanes for a distance on westbound U.S. Highway 50A. The updated Jackson Ranch Traffic Analysis dated April, 2005, recommended initially that the Main Street (U.S. Highway 50A)/Jackson Ranch access intersection be constructed to contain one left turn lane with a minimum 200 feet of storage and one shared through-right turn lane at the east approach; one left turn lane, one through lane and one exclusive right turn lane at the west approach; one left turn lane, one through lane and one right turn lane at the north approach; and one left turn lane and provision for a future second left turn lane with a minimum storage/deceleration length of 215 feet, one through lane and one right turn lane at the south approach.

It is recommended that a traffic signal be constructed at the Main Street (U.S. Highway 50A)/Jackson Ranch access intersection when warranted. A traffic signal was recommended at the Main Street/Jackson Ranch access intersection in the updated Jackson Ranch study.

It is recommended that the U.S. Highway 95A/Parker access intersection be constructed as recommended by the Foothills of Fernley Development Traffic Analysis dated July, 2004, to ultimately contain dual left turn lanes and one exclusive right turn lane at the west approach; one through lane and one exclusive right turn lane at the north approach; and one left turn lane and one through lane at the south approach. The dual left turn lanes at the west approach will require two receiving lanes for a distance on northbound U.S. Highway 95A.

It is recommended that a traffic signal be constructed at the U.S. Highway 95A/Parker access intersection when warranted. A traffic signal was previously recommended at the U.S. Highway 95A/Parker access intersection in the Foothills of Fernley Development study.

It is recommended that a dual left turn length of a minimum 250 feet per lane be provided at the west leg and left turn storage of a minimum 100 feet be provided at the south leg of the U.S. Highway 95A/Parker access intersection.

It is recommended that the U.S. Highway 95A/project south access (south of Sario Drive) intersection be constructed to contain one right-in/right-out only driveway at the east approach and one exclusive right turn lane at the north approach.

It is recommended that the Sario Drive arterial be designed per Lyon County four-lane minor arterial street standards. It is recommended that the beltway be initially designed per Lyon County two-lane arterial standards but be expandable to four lanes in the future.

It is recommended that the project developer participate fairly in the future regional roadway requirements or impact fees that may include US-95A widening to as many as six lanes, a new I-80 interchange at the US-95A extension and a regional roadway network being extended to the existing I-80 Wadsworth interchange and the future I-80 Nevada Pacific interchange.

INTRODUCTION

STUDY AREA

The Fernley BC Ranch development is located in the City of Fernley, Nevada. The project site is located south of Sage Drive and west of U.S. Highway 95A. The location of the site is shown in Figure 1. The purpose of this study is to address the project's impact upon the adjacent street network. The U.S. Highway 95A intersections with Sario Drive, the project's proposed access south of Sario Drive, the proposed Parker access south of Desert Shadows Lane and the proposed Jackson Ranch access intersection with Main Street (U.S. Highway 50A) have been identified for intersection capacity analysis.

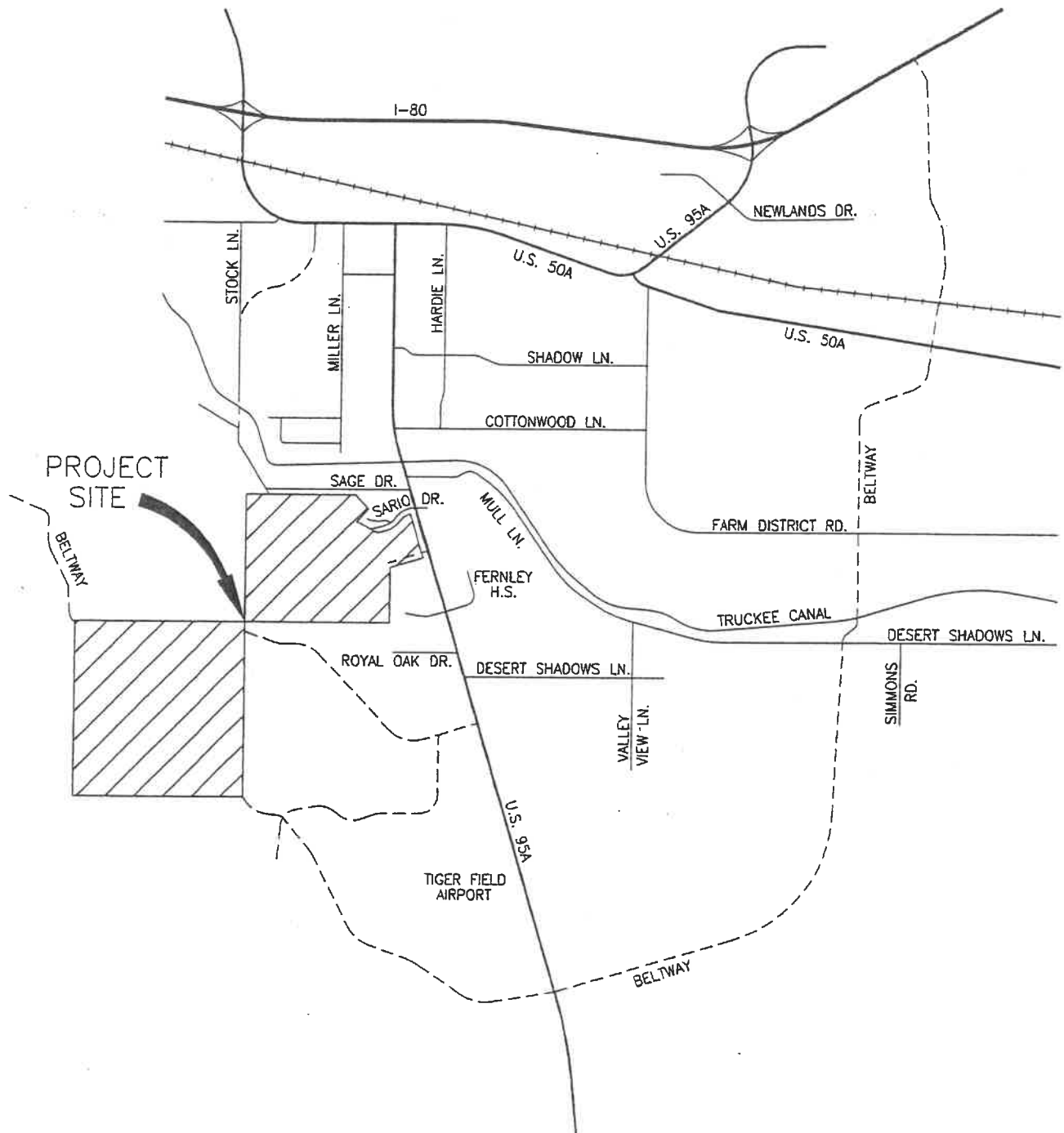
EXISTING AND PROPOSED LAND USES

The site is currently undeveloped land. Adjacent development includes single family dwellings to the north and a public disposal center to the east. The Fernley BC Ranch development will be constructed in phases Phase 1-A will consist of the construction of 570 single family dwelling units and phase 1-B will include 454 additional single family dwellings resulting in a total of 1,024 single family dwelling units in Phase 1. Phase 2 will consist of the construction of 1,159 additional single family dwelling units, resulting in a total of 2,183 single family dwellings, which is the buildout of the single family dwellings. Project buildout will consist of the additional construction of 1,010 apartments and approximately 346,000 square feet of commercial development. The project is anticipated to build out in ten to fifteen years.

EXISTING AND PROPOSED ROADWAYS AND INTERSECTIONS

U.S. Highway 95A is a two-lane roadway with one lane in each direction south of Main Street. The speed limit is posted for 25 miles per hour south of U.S. Highway 50A with a 15 mile per hour speed limit zone near the Fernley Middle School. The speed limit increases to 45 miles per hour south of Shadow Lane, 55 miles per hour south of Sage Drive and 65 miles per hour south of Desert Shadows Lane. Roadway improvements include graded shoulders. Left turn pockets exist at some intersections. The Nevada Department of Transportation (NDOT) is currently designing a roadway improvement project that will provide a two-way left turn lane from north of Cottonwood Lane to Sario Drive and a left turn lane at the south approach of the Sario Drive intersection with U.S. Highway 95A. The Truckee Canal Irrigation District (TCID) canal bridge will be widened to a five-lane deck width.

Sario Drive is a two-lane roadway with one lane in each direction west of U.S. Highway 95A. The speed limit is not posted. Roadway improvements include graded shoulders and a landscaped center median at the west approach to the intersection with U.S. Highway 95A.



FERNLEY BC RANCH
VICINITY MAP
FIGURE 1

Main Street (U.S. Highway 50A) is a two lane roadway with one lane in each direction east and west of the planned Jackson Ranch access, which is west of Miller Lane. The speed limit is posted 35 and 25 miles per hour, respectively, west and east of the planned Jackson Ranch access. West of Miller Lane, roadway improvements include graded shoulders and a raised center median with protected left turn pockets at the I-80 ramps. East of Miller Lane, roadway improvements include curb, gutter and sidewalk and a center two-way left turn lane.

The U.S. Highway 95A/Sario Drive intersection is an unsignalized four-leg intersection with stop sign control on the driveway east approach which serves a public disposal center and the Sario Drive west approach. All approaches contain one lane from which all movements are made.

At phase 1, project access will be provided by Sario Drive on U.S. Highway 95A. It is anticipated that the Sage Drive access on U.S. Highway 95A north of Sario Drive will be closed due to driveway spacing issues with Mull Lane. Consequently, Sario Drive will provide access for traffic currently served by Sage Drive. The other project access roadways and their intersections with U.S. Highways 50A and 95A do not currently exist, but are generally identified in the master plan roadway network. In the future, a bridge will be constructed over the TCID canal and a roadway will be extended north from Sage Drive, which currently has no outlet, to connect to the planned Jackson Ranch access roadway, which will intersect U.S. Highway 50A. At phase 2, project access will be provided by Sario Drive, the Jackson Ranch access on Main Street and the Parker access on U.S. Highway 95A, which is south of Desert Shadows Lane. Ultimately at project buildout, it is anticipated that the proposed beltway, which will connect with U.S. Highway 50A and I-80 to the east and the I-80 Wadsworth interchange to the west, and a right-in and right-out only access south of Sario Drive will provide additional project access.

TRIP GENERATION

In order to assess the magnitude of traffic impacts of the proposed development on the key roadways and intersections, trip generation rates and peak hours had to be determined. Trip generation rates were obtained from the Seventh Edition of *ITE Trip Generation* (2003) for Land Use 210: Single Family Detached Housing, Land Use 220: Apartments and Land Use 820: Shopping Center.

The conceptual site plan shows 39.68 acres of commercial development. A floor area to land area ratio of 20% was applied to the commercial acreage to estimate the square footage of the shopping center land use. ITE indicates that internal capture is appropriate for multiple-use developments containing distinct land uses. An internal capture rate of 8% was applied to the residential land uses and 15% to the shopping center land use to account for trips occurring within the Fernley BC Ranch multiple-use development.

ITE provides data for pass-by trips based upon the size of the applicable land use. Pass-by trips are made as intermediate stops on trips from an origin to a primary destination and are attracted directly from the adjacent street traffic stream. Pass-by trips, which occur from U.S. Highway 95A adjacent

the project site, were taken for the shopping center. ITE does not provide pass-by data for the shopping center land use during the AM peak hour. The entering and exiting pass-by reductions during the PM peak hour were averaged and the average pass-by reductions were applied to both the entering and exiting trips. The pass-by average daily traffic (ADT) volume was estimated by prorating the ADT volumes of the shopping center trip generation. Trips generated by the project were calculated for the peak hours between 7:00 and 9:00 AM and between 4:00 and 6:00 PM, which correspond to the peak hours of adjacent street traffic. Table 1 shows a summary of the average daily traffic volumes and peak hour volumes generated by the development.

TABLE 1
TRIP GENERATION

LAND USE	ADT	AM PEAK HOUR			PM PEAK HOUR		
		IN	OUT	TOTAL	IN	OUT	TOTAL
PHASE 1-A							
Single Family Housing							
570 Dwelling Units	4,631	100	301	401	283	166	449
PHASES 1-A, 1-B and 2							
Single Family Housing							
2,183 Dwelling Units	17,736	384	1,153	1,537	1,083	636	1,719
BUILDOUT							
Single Family Housing							
2,183 Dwelling Units	17,736	384	1,153	1,537	1,083	636	1,719
Apartments							
1,010 Dwelling Units	6,220	100	399	499	373	201	574
Shopping Center							
346,000 Square Feet	<u>14,857</u>	<u>218</u>	<u>138</u>	<u>356</u>	<u>623</u>	<u>675</u>	<u>1,298</u>
TOTAL TRIP GENERATION	38,813	702	1,690	2,392	2,079	1,512	3,591
INTERNAL CAPTURE	-4,146	-72	-145	-216	-210	-168	-379
PASS-BY REDUCTION							
Shopping Center	-3,162	0	0	0	-176	-176	-352
TOTAL NEW TRIPS	31,505	630	1,545	2,176	1,693	1,168	2,860

TRIP DISTRIBUTION AND ASSIGNMENT

The distribution of the project traffic to the key roadways and intersections was based upon existing peak hour traffic patterns and the locations of attractions and productions in the area. The directions of approach for new trips are shown in Figure 2. The pass-by directions of approach are 45% for northbound traffic and 55% for southbound traffic during the PM peak hour. The project trips were subsequently assigned to the key intersections based on these directions of approach. Figure 3 shows the phase 1-A AM and PM peak hour trip assignment at the key intersections. Figure 4 shows the phase 2 peak hour trip assignment at the key intersections. Figure 5 shows the peak hour trip assignment at the key intersections with the beltway in place for the project buildout. Use of the beltway by project traffic reduces some of the turning volumes at the key intersections.

EXISTING AND PROJECTED TRAFFIC VOLUMES

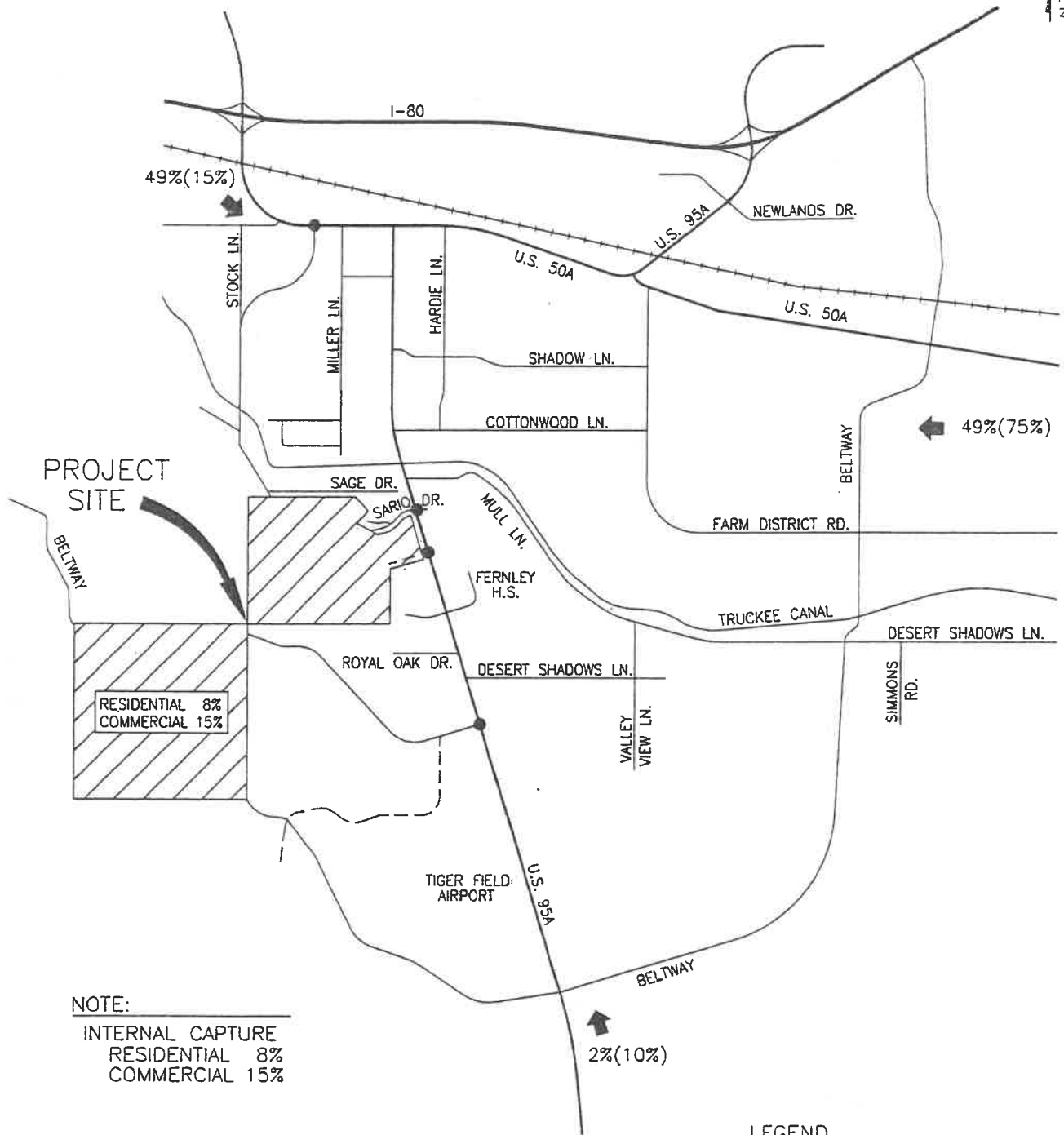
The existing AM and PM peak hour traffic volumes at the key intersections were obtained from traffic counts taken during May and June, 2004 and March 2005. The existing AM and PM peak hour traffic volumes at the key intersections are shown in Figure 6. Figure 7 shows the existing plus phase 1-A traffic volumes at the key intersections during the AM and PM peak hours. Figure 8 shows the existing plus phase 2 plus other traffic volumes. Figure 9 shows the existing plus buildout plus other traffic volumes. The other traffic volumes are generated by the Jackson Ranch and Lahontan Main Towne developments which utilize the Jackson Ranch access intersection with Main Street and the Foothills of Fernley development which utilizes the Parker access intersection with U.S. Highway 95A. The other traffic volumes are included in the phase 2 and buildout conditions with construction of the Jackson Ranch and Parker accesses for the other projects.

The existing plus phase A-1 plus phase A-2 (phase 1) traffic volumes were not analyzed since the existing plus phase 2 traffic volumes were higher at the U.S. Highway 95A/Sario Drive intersection. Consequently, the phase 2 recommendations cover the phase 1 project conditions.

INTERSECTION CAPACITY ANALYSIS

The key intersections were analyzed for capacity based on procedures presented in the *Highway Capacity Manual* (2000), prepared by the Transportation Research Board, for signalized and unsignalized intersections.

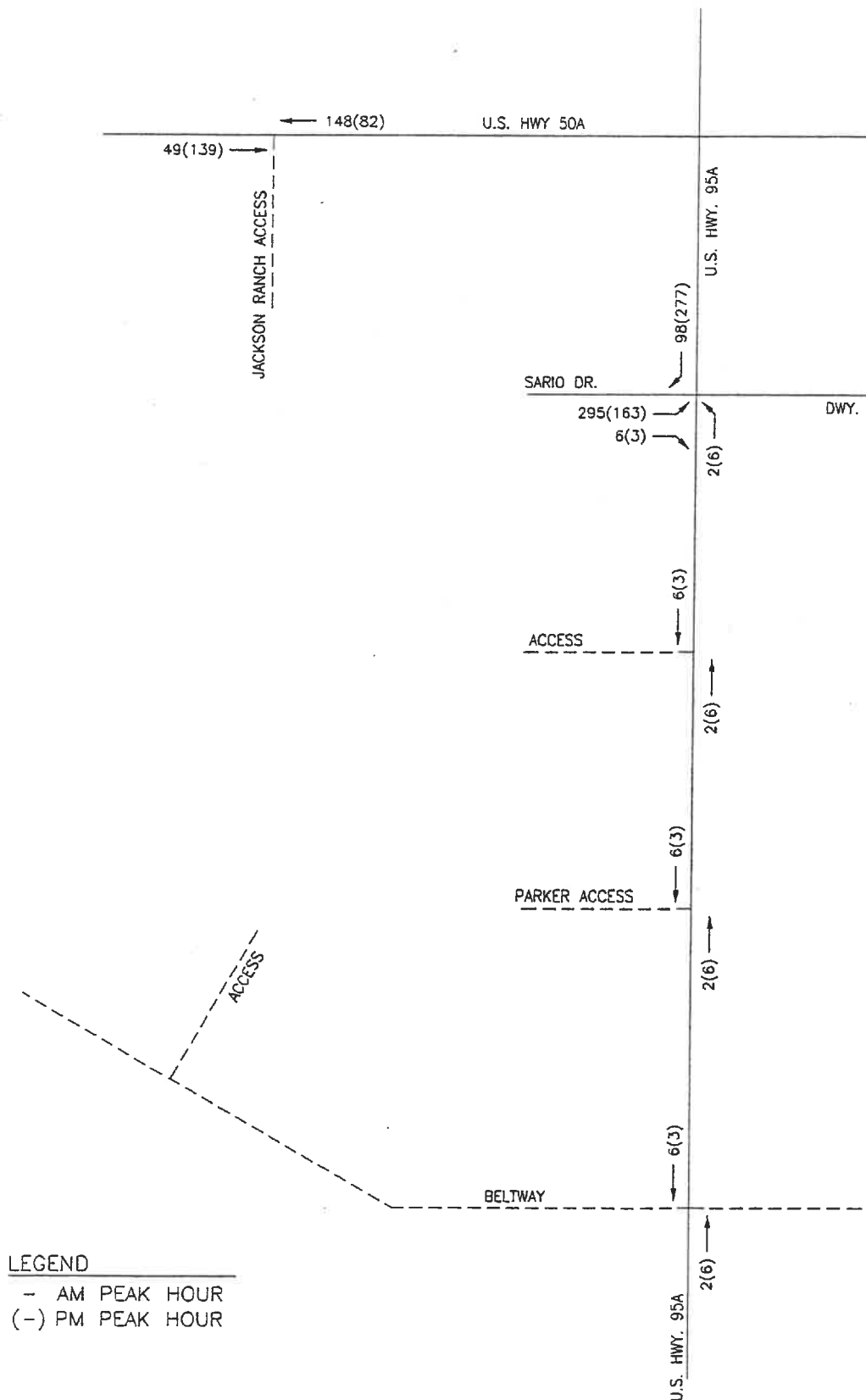
The result of capacity analysis is a "level of service" rating for each signalized intersection and unsignalized intersection minor movement. "Level of Service" is a qualitative measure of traffic operating conditions where a letter grade "A" through "F", corresponding to progressively worsening traffic operation, is assigned to the intersection.



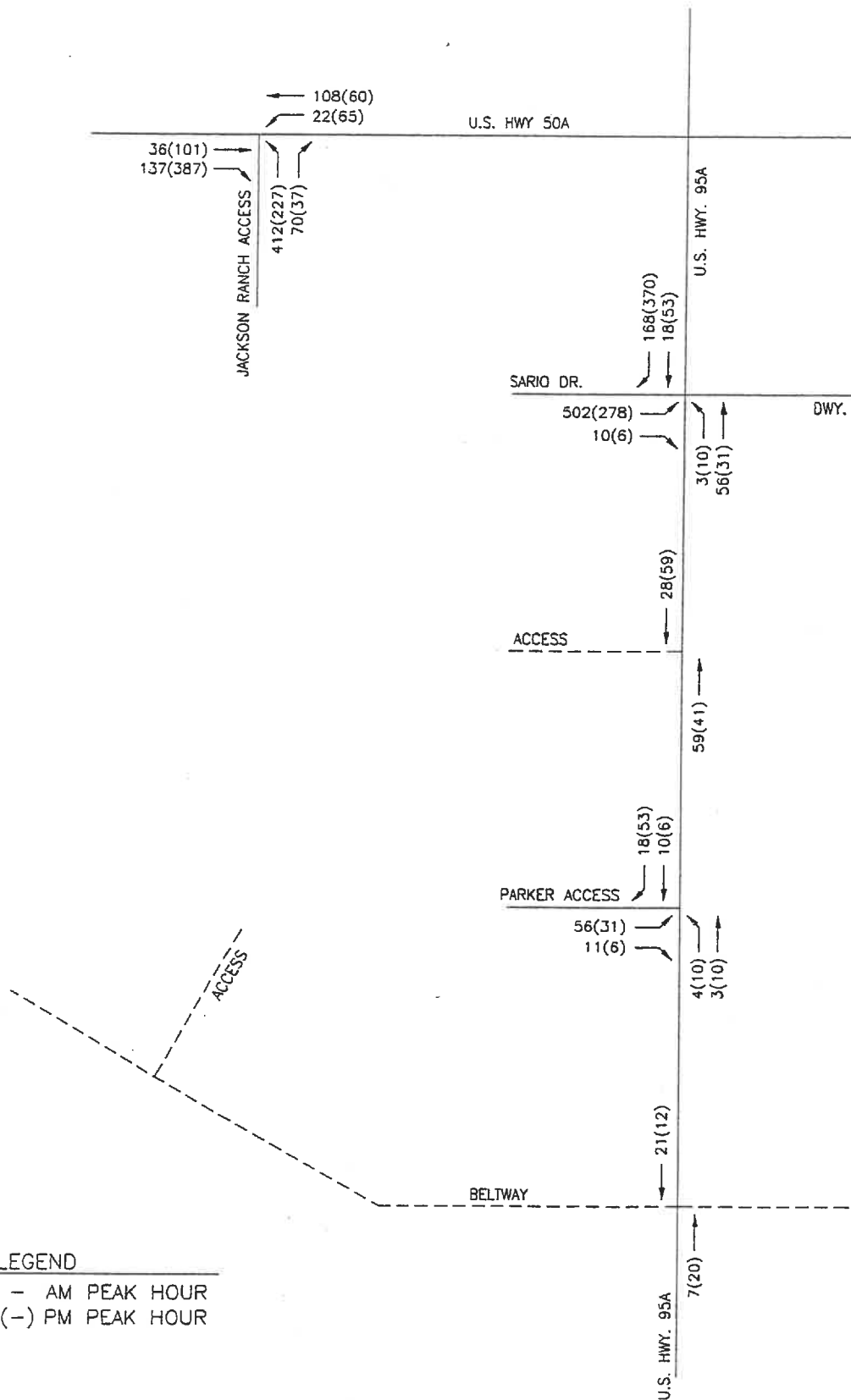
NOTE:
INTERNAL CAPTURE
RESIDENTIAL 8%
COMMERCIAL 15%

LEGEND
● KEY INTERSECTIONS
- RESIDENTIAL DIRECTIONS
(-) COMMERCIAL DIRECTIONS

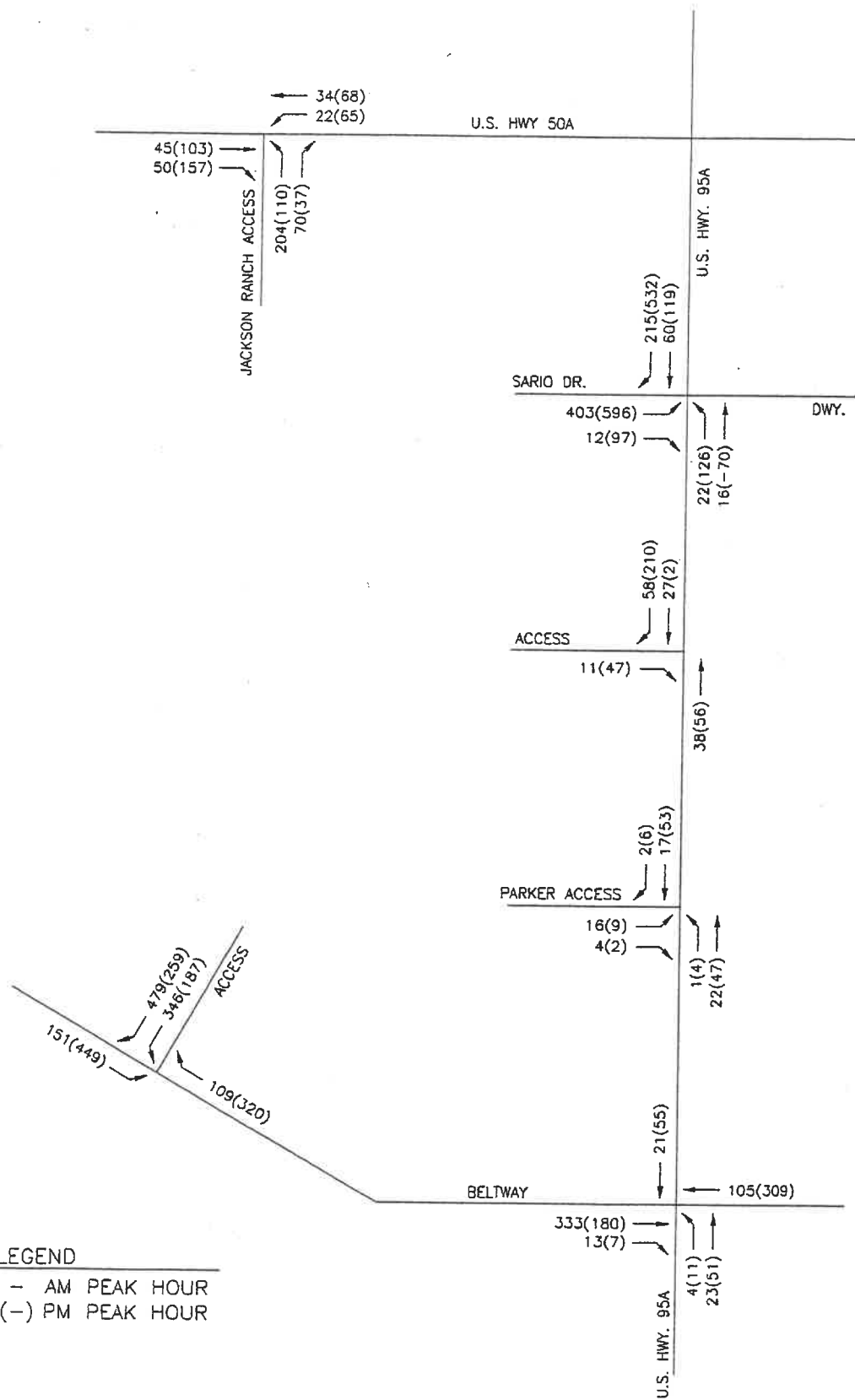
FERNLEY BC RANCH
DIRECTIONS OF APPROACH
FIGURE 2



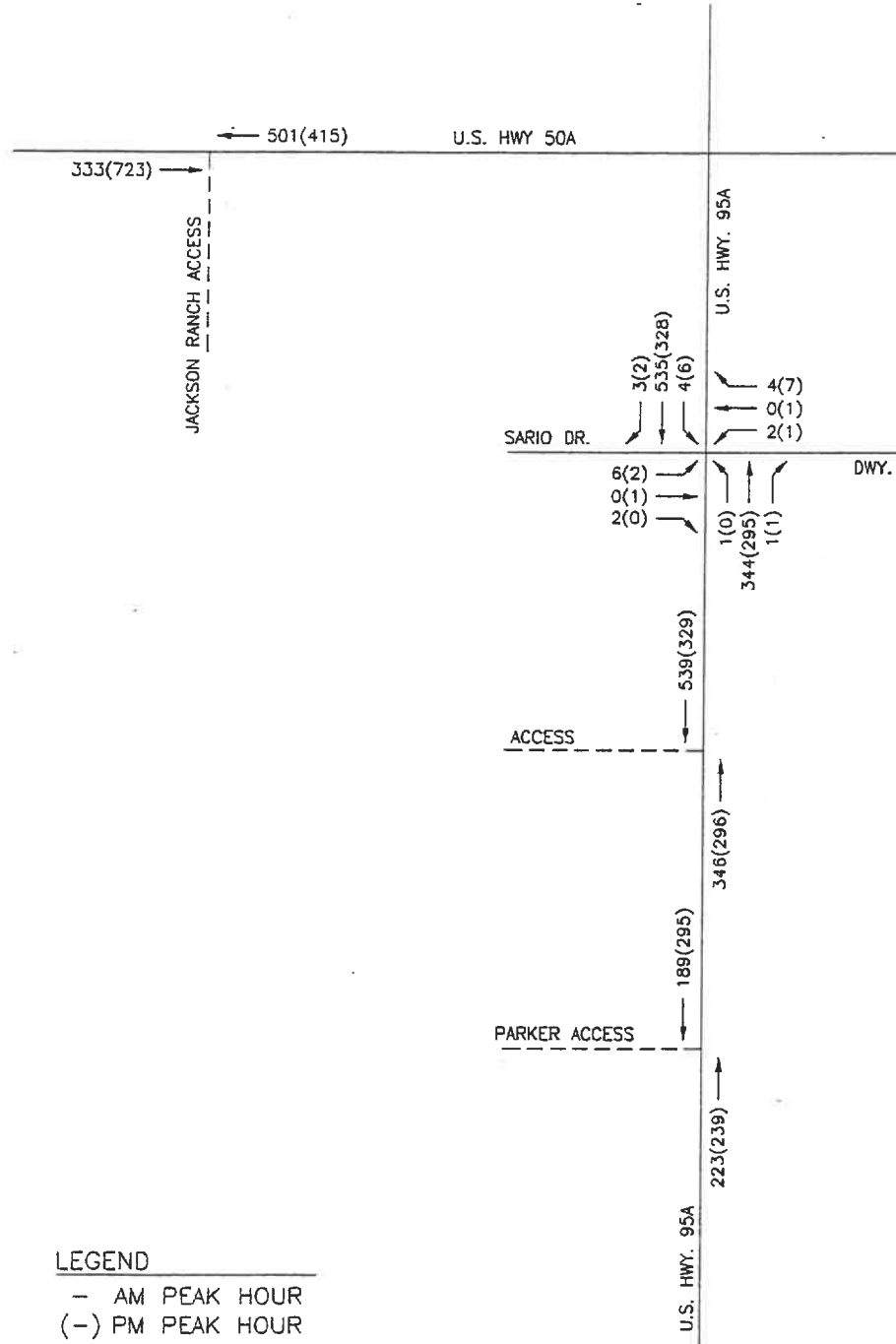
FERNLEY BC RANCH
PHASE 1-A PEAK HOUR TRIP ASSIGNMENT
FIGURE 3



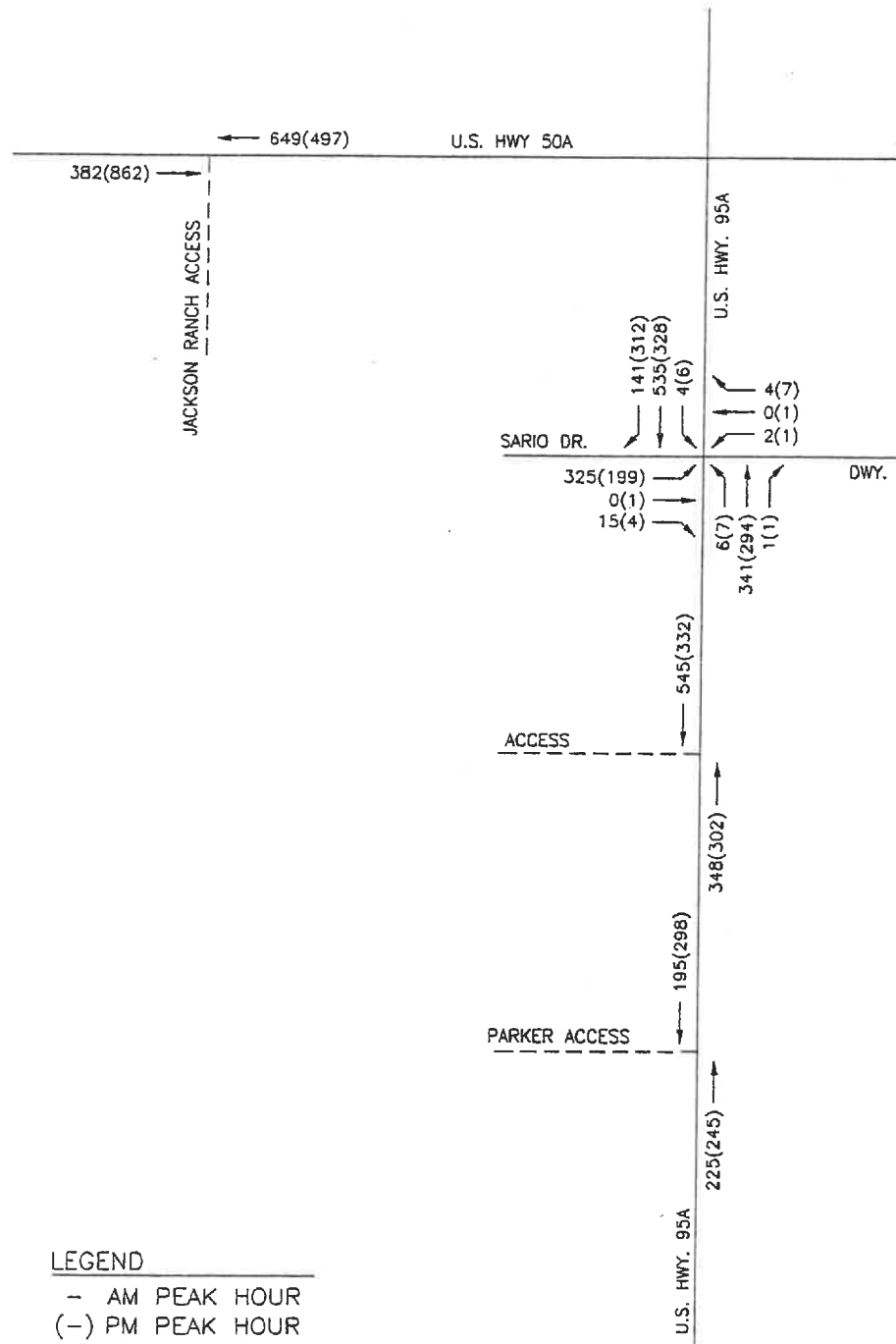
FERNLEY BC RANCH
PHASE 2 PEAK HOUR TRIP ASSIGNMENT
FIGURE 4



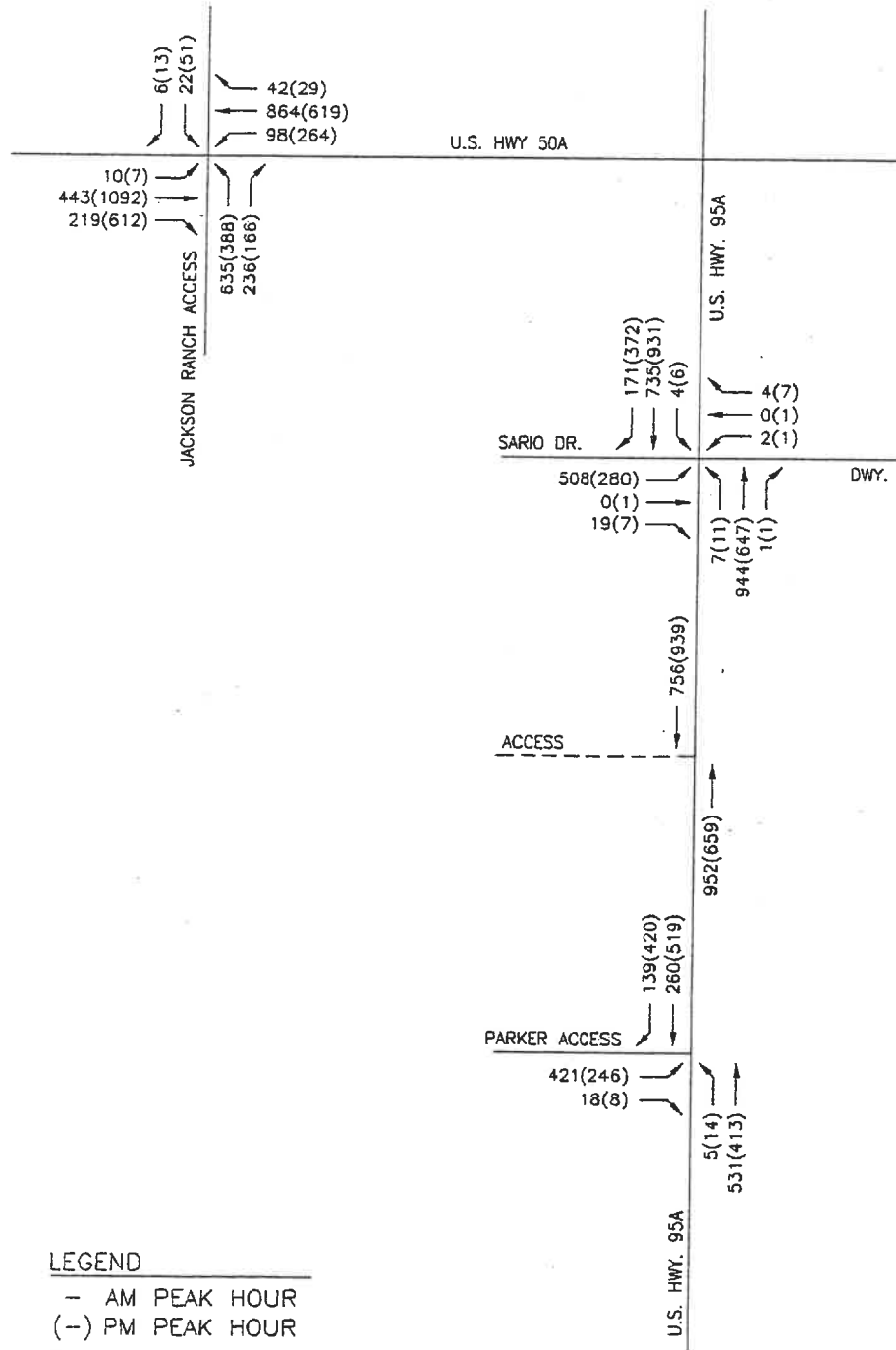
FERNELY BC RANCH
BUILDOUT PEAK HOUR TRIP ASSIGNMENT
FIGURE 5



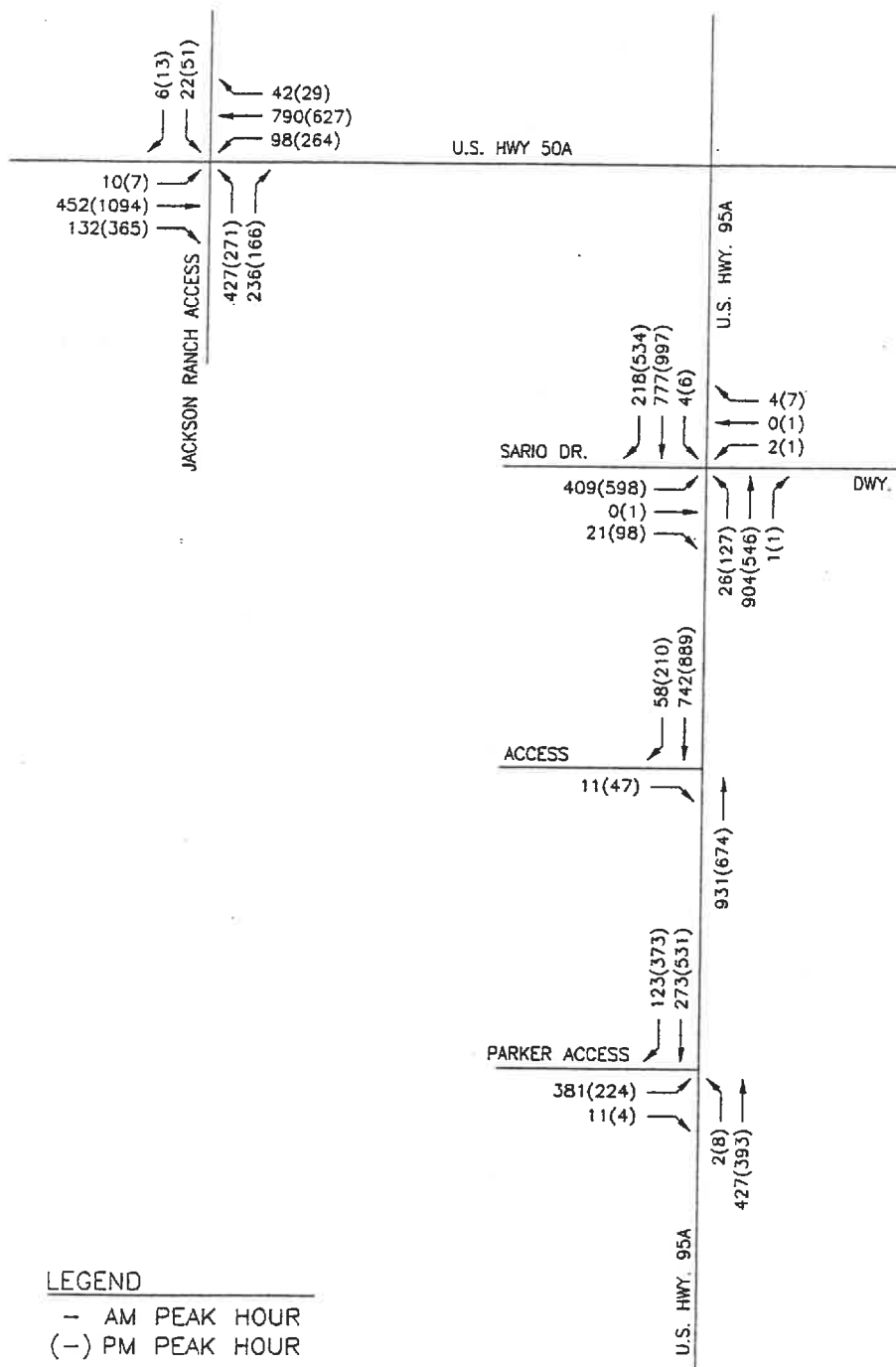
FERNLEY BC RANCH
EXISTING PEAK HOUR TRAFFIC VOLUMES
FIGURE 6



FERNLEY BC RANCH
EXISTING PLUS PHASE 1-A TRAFFIC VOLUMES
FIGURE 7



FERNELY BC RANCH
EXISTING + PHASE 2 + OTHER TRAFFIC VOLUMES
FIGURE 8



FERNELY BC RANCH
EXISTING + BUILDOUT + OTHER TRAFFIC VOLUMES
FIGURE 9

The Highway Capacity Manual defines "level of service" for stop controlled intersections in terms of computed or measured control delay for each minor movement. Level of service is not defined for the intersection as a whole. The unsignalized intersection LOS criteria are shown in Table 2.

TABLE 2
LOS CRITERIA FOR UNSIGNALIZED INTERSECTIONS

<u>LEVEL OF SERVICE</u>	<u>DELAY RANGE (SEC/VEH)</u>
A	≤ 10
B	> 10 and ≤ 15
C	> 15 and ≤ 25
D	> 25 and ≤ 35
E	> 35 and ≤ 50
F	> 50

The "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 signalized intersection LOS criteria are shown in Table 3.

TABLE 3
LOS CRITERIA FOR SIGNALIZED INTERSECTIONS

<u>LEVEL OF SERVICE</u>	<u>CONTROL DELAY PER VEHICLE (SEC)</u>
A	≤ 10
B	> 10 and ≤ 20
C	> 20 and ≤ 35
D	> 35 and ≤ 55
E	> 55 and ≤ 80
F	> 80

A summary of "level of service" (LOS) operation for the key intersections in this analysis is shown in Table 4.

TABLE 4
INTERSECTION LEVEL OF SERVICE AND DELAY RESULTS

INTERSECTION	EXISTING		EXISTING + PHASE 1-A		EXISTING + PHASE 2		EXISTING + BUILDOUT	
	AM	PM	AM	PM	AM	PM	AM	PM
US 95A/Sario								
Unsignalized								
NB Left/Through/Right	A8.7	A8.0	A9.2	A9.1	N/A	N/A	N/A	N/A
SB Left/Through/Right	A8.1	A7.9	A8.1	A7.9	N/A	N/A	N/A	N/A
WB Left/Through/Right	B14.1	B11.1	C15.2	B12.3	N/A	N/A	N/A	N/A
EB Left/Through/Right	C19.3	B14.9	F456	F56.1	N/A	N/A	N/A	N/A
Signalized								
Intersection Delay	N/A	N/A	B19.6	B12.5	C26.8	C22.6	C22.0	C30.2
Main/Jackson Ranch Access								
Signalized								
Intersection Delay	N/A	N/A	N/A	N/A	C27.8	C27.2	C25.3	C30.2
Parker Access								
Signalized								
Intersection Delay	N/A	N/A	N/A	N/A	B13.2	A9.7	B12.2	A9.3
US 95A/South Project Access								
Unsignalized								
EB Right	N/A	N/A	N/A	N/A	N/A	N/A	B14.4	B18.2

U.S. Highway 95A/Sario Drive

The U.S. Highway 95A/Sario Drive intersection was analyzed for capacity as a unsignalized intersection with stop sign control on the Sario Drive west approach and public disposal center driveway east approach for the existing and existing plus phase 1-A traffic volumes. Currently, the critical intersection movements operate at level of service C or better during the AM and PM peak hours. The intersection was analyzed with the existing approach lanes. For the existing plus phase 1-A traffic volumes, the critical intersection movements are expected to operate at level of service C or better with the exception of the eastbound left movement which operates at level of service F during both the AM and PM peak hours. The intersection was analyzed with one left turn lane and one shared through-right turn lane at the Sario Drive west approach and the existing lanes at the other approaches.

Peak hour traffic signal warrant #3 per Figure 4C-4 (for speeds above 40 miles per hour) of the *Manual on Uniform Traffic Control Devices, 2003 Edition* (MUTCD) was subsequently reviewed at the U.S. Highway 95A/Sario Drive intersection for the existing plus phase 1-A traffic volumes. The warrant review was based on one lane on the U.S. Highway 95A (major street) approaches and two lanes on the Sario Drive (minor street) east approach. The results of the warrant review indicate that it appears the peak hour signal warrant is met for the existing plus phase 1-A traffic volumes during both the AM and PM peak hour. It is recommended that a traffic signal be constructed at the U.S. Highway 95A/Sario Drive intersection when warranted.

Subsequently, the U.S. Highway 95A/Sario Drive intersection was analyzed as a signalized intersection. For the existing plus phase 1-A traffic volumes, the intersection is expected to operate at level of service B with a delay of 19.6 and 12.5 seconds per vehicle during the AM and PM peak hours, respectively. The intersection was analyzed with one left turn lane and one shared through/right turn lane at the Sario Drive west approach and the existing lanes at the other approaches.

For the existing plus phase 2 plus other traffic volumes, the intersection is expected to operate at level of service C with a delay of 26.8 and 22.6 seconds per vehicle during the AM and PM peak hours, respectively. For the existing plus buildout plus other traffic volumes, the intersection is expected to operate at level of service C with a delay of 22.0 and 30.2 seconds per vehicle during the AM and PM peak hours, respectively. For the phase 2 conditions, the intersection was analyzed with one left turn lane and one shared through-right turn lane at the east approach; dual left turn lanes and one shared through-right turn lane at the west approach; one left turn lane, one through lane and one right turn lane at the north approach; and one left turn lane, one through lane and one shared through-right turn lane at the south approach. Two northbound lanes on U.S. Highway 95A are needed to receive the eastbound dual left turn lanes. For project buildout conditions, an additional through lane was analyzed at the north approach.

Left turn storage requirements were reviewed at the west and south legs of the U.S. Highway 95/Sario Drive intersection based on the Poisson Method for signalized intersections, a 95% confidence level and 120-second cycle length for the existing plus buildout plus other traffic volumes. Dual left turn storage length of a minimum 350 feet is required at the west leg and left turn storage of a minimum 190 feet is required at the south leg of the U.S. Highway 95/Sario Drive intersection. The NDOT plans show the south leg with approximately 450 feet of left turn storage length, which is adequate to serve project traffic. It is recommended that 350 feet of left turn storage be provided for phase 1-A conditions and dual left turn storage length of 350 feet be provided for buildout conditions at the west leg of the U.S. Highway 95/Sario Drive intersection.

It is recommended that the U.S. Highway 95A/Sario Drive intersection improvements for the phase 1-B and phase 2 project consist of one left turn lane and one shared through-right turn lane at the public disposal center east approach, dual left turn lanes each with a storage length of 350 feet at the west approach, one exclusive right turn lane at the north approach, and one through lane and one shared through-right turn lane at the south approach. The dual left turn lanes at the west approach will require two receiving lanes for a distance on northbound U.S. Highway 95A. It is

recommended that the U.S. Highway 95A/Sario Drive intersection improvements for project buildout consist of one left turn lane, two through lanes and one exclusive right turn lane at the north approach, and one left turn lane, one through lane and one shared through-right turn lane at the south approach.

Main Street (U.S. Highway 50A)/Jackson Ranch Access

Peak hour traffic signal warrant #3 per Figure 4C-3 of the *Manual on Uniform Traffic Control Devices, 2003 Edition* (MUTCD) was reviewed at the Main Street/Jackson Ranch access intersection for the existing plus phase 2 plus other traffic volumes. The results of the warrant review indicate that the peak hour signal warrant is met for the existing plus phase 2 plus other traffic volumes during both the AM and PM peak hours. It is recommended that a traffic signal be constructed at the Main Street (U.S. Highway 50A)/Jackson Ranch access intersection when warranted. A traffic signal was previously recommended at the Main Street/Jackson Ranch access intersection in the updated Jackson Ranch Traffic Analysis dated April, 2005.

The Main Street/Jackson Ranch access intersection was analyzed as a signalized intersection for the existing plus phase 2 and existing plus buildout traffic volumes. For the existing plus phase 2 traffic volumes, the intersection is expected to operate at level of service C with a delay of 27.8 and 27.2 seconds per vehicle during the AM and PM peak hours, respectively. For the existing plus buildout traffic volumes, the intersection is expected to operate at level of service C with a delay of 25.3 and 26.3 seconds per vehicle during the AM and PM peak hours, respectively. For the phase 2 and buildout conditions, the intersection was analyzed with one left turn lane, one through lane and one shared through-right turn lane at the east approach; one left turn lane, two through lanes and one right turn lane at the west approach; one left turn lane, one through lane and one right turn lane at the north approach; and dual left turn lanes, one through lane and one right turn lane at the south approach. The dual left turn lanes at the south approach will require two receiving lanes for a distance on westbound U.S. Highway 50A. The update of the Jackson Ranch study recommended one left turn lane and one shared through-right turn lane at the east approach; one left turn lane, one through lane, one right turn lane at the north and west approaches; and one left turn lane, provision for a future second left turn lane, one through lane and one right turn lane at the south approach. In addition, the update recommended a continuous center two-way left turn lane between the Jackson Ranch access and Miller Lane intersections on Main Street.

It is recommended that initially the Main Street (U.S. Highway 50A)/Jackson Ranch access intersection be constructed to contain one left turn lane, one through lane and one shared through-right turn lane at the east approach; one left turn lane, two through lanes and one exclusive right turn lane at the west approach; one left turn lane, one through lane and one right turn lane at the north approach; and one left turn, provision for a second left turn lane, one through lane and one right turn lane at the south approach. It is recommended that ultimately the Main Street (U.S. Highway 50A)/Jackson Ranch access intersection contain dual left turn lanes at the south approach.

Left turn storage requirements were reviewed at the east and south legs of the Main Street/Jackson Ranch access intersection based on the Poisson Method for signalized intersections, a 120-second cycle length, and 95% confidence level. For the existing plus phase 2 conditions, left turn storage of 350 feet is required at the east leg and dual left turn storage length of 350 feet is required at the south leg of the Main Street/Jackson Ranch access intersection. It is recommended that left turn storage of 350 feet be provided at the east leg and dual left turn storage length of 350 feet be provided at the south leg of the Main Street/Jackson Ranch access intersection.

U.S. Highway 95A/Parker Access

Peak hour traffic signal warrant #3 per Figure 4C-4 of the *Manual on Uniform Traffic Control Devices, 2003 Edition* (MUTCD) was reviewed at the U.S. Highway 95A/Parker access intersection for the existing plus phase 2 plus other traffic volumes. The results of the warrant review indicate that the peak hour signal warrant is met for the existing plus phase 2 plus other traffic volumes during the AM peak hour. It is recommended that a traffic signal be constructed at the U.S. Highway 95A/Parker access intersection when warranted. A traffic signal was previously recommended at the U.S. Highway 95A/Parker access intersection in the Foothills of Fernley Development Traffic Analysis dated July, 2004.

The U.S. Highway 95A/Parker access (Foothills of Fernley north access) intersection was analyzed as a signalized intersection for the existing plus phase 2 plus other and existing plus buildout traffic volumes. For the phase 2 conditions, the intersection is expected to operate at level of service B or better with a delay of 13.2 and 9.7 seconds per vehicle during the AM and PM peak hours, respectively. For the buildout conditions, the intersection is expected to operate at level of service B or better with a delay of 12.2 and 9.3 seconds per vehicle during the AM and PM peak hours, respectively. The intersection was analyzed with dual left turn lanes and one right turn lane at the west approach, one through lane and one exclusive right turn lane at the north approach, and one left turn lane and one through lane at the south approach. It is recommended that the U.S. Highway 95A/Parker access intersection be constructed as recommended by the Foothills of Fernley Development Traffic Analysis dated July, 2004, to ultimately contain dual left turn lanes and one exclusive right turn lane at the west approach; one through lane and one exclusive right turn lane at the north approach; and one left turn lane and one through lane at the south approach. The dual left turn lanes at the west approach will require two receiving lanes for a distance on northbound U.S. Highway 95A.

Left turn storage requirements were reviewed at the west and south legs of the U.S. Highway 95A/Parker access intersection based on the Poisson Method for signalized intersections, a 120-second cycle length, and 95% confidence level. For the existing plus phase 2 plus other conditions, left turn storage of 350 feet is required at the east leg and dual left turn storage length of 350 feet is required at the south leg of the Main Street/Jackson Ranch access intersection. It is recommended that dual left turn storage of a minimum 250 feet be provided at the west leg and left turn storage of a minimum 100 feet be provided at the south leg of the U.S. Highway 95A/Parker access intersection.

U.S. Highway 95A/Project South Access

The U.S. Highway 95A/project south access (south of Sario Drive) intersection was analyzed as an unsignalized right-in/right-out only driveway with stop sign control on west approach for the existing plus buildout plus other traffic volumes. The critical eastbound right movement is expected to operate at level of service B during the AM peak hour and level of service C during the PM peak hour. The intersection was analyzed with one through lane and one exclusive right turn lane at the north approach, one through lane at the south approach and one lane at the west approach. It is recommended that the U.S. Highway 95A/project south access (south of Sario Drive) intersection be constructed to contain one right-in/right-out only driveway at the east approach and one exclusive right turn lane at the north approach.

ROADWAY CAPACITY ANALYSIS

U.S. Highway 95A was reviewed for capacity based on daily level of service thresholds obtained from the most widely accepted roadway capacity criteria used in Northern Nevada. These values were prepared by the Washoe County Regional Transportation Commission (RTC) and adopted by Reno, Sparks and Washoe County. Table 5 shows the daily level of service thresholds for high and moderate access control arterials.

TABLE 5
ROADWAY LEVEL OF SERVICE CRITERIA

<u>FACILITY/LANES</u>	<u>LOS A-C</u>	<u>AVERAGE DAILY TRAFFIC VOLUME</u>			<u>LOS F</u>
		<u>LOS D</u>	<u>LOS E</u>		
High Access Control Arterial					
2 Lanes	≤18,250	18,251-19,500	18,501-20,700		>20,700
4 Lanes	≤36,500	36,501-39,000	39,001-41,400		>41,400
6 Lanes	≤56,000	56,001-58,900	58,901-62,200		>62,200
8 Lanes	≤74,600	74,601-78,600	78,601-82,900		>82,900
Moderate Access Control Arterial					
2 Lanes	≤14,350	14,351-16,750	16,751-18,050		>18,050
4 Lanes	≤28,700	28,701-33,500	33,501-36,100		>36,100
6 Lanes	≤44,400	44,401-51,400	51,401-54,600		>54,600
8 Lanes	≤59,200	59,201-68,600	68,601-72,700		>72,700

The functional classification of U.S. 95A is a minor arterial. Annual average daily traffic volumes obtained from NDOT's Annual Traffic Report indicate that U.S. 95A currently serves 7,600 vehicles per day south of U.S. 50A. As shown in Table 5, a two-lane moderate access control arterial can carry 14,350 ADT while maintaining level of service C operation. The two-lane section

of U.S. 95A currently operates at an acceptable level of service.

Traffic volumes will increase on U.S. 95A and the Jackson Ranch access with construction of the Fernley BC Ranch development. The increase in traffic on U.S. 95A was compared to the capacity of a two-lane high access control arterial roadway. The added traffic to the Jackson Ranch access was compared to the capacity of a two-lane moderate access control arterial. Phase 1 is anticipated to add approximately 4,200 vehicles per day on U.S. 95A between U.S. 50A and Sario Drive. This is approximately 23% of the roadway capacity of a high access control two-lane roadway. Phase 1 is anticipated to add approximately 100 vehicles per day south of Sario Drive. This is approximately 1% of the roadway capacity of a two-lane roadway. The following roadway capacity percentages are for a two-lane roadway.

Phase 2 is anticipated to add approximately 16,000 vehicles per day (88% roadway capacity) on U.S. 95A between U.S. 50A and Sario Drive, 1,000 vehicles per day (5% roadway capacity) on U.S. 95A south of Sario Drive and 7,400 vehicles per day (52% roadway capacity) on the Jackson Ranch access.

At project buildout, some reduction occurs at the project accesses due to the construction of the beltway as an alternate route. Project buildout is anticipated to add approximately 14,200 vehicles per day (78% roadway capacity) on U.S. 95A between U.S. 50A and Sario Drive, 2,300 vehicles per day (13% roadway capacity) on U.S. 95A south of Sario Drive, 3,900 vehicles per day (27% roadway capacity) on the Jackson Ranch access, 7,500 vehicles per day (41% roadway capacity) to the west on the beltway and 5,300 (29% roadway capacity) vehicles per day to the east on the beltway.

Roadway capacity analysis indicate that U.S. Highway 95A will ultimately need to be widened to four-lanes from U.S. Highway 50A to Sario Drive in order to maintain level of service C operation. A Master Plan Concept has been discussed that shows U.S. 95A extending north of U.S. 50A to a future I-80 interchange. This improvement will provide a direct connection to I-80 and will eliminate the need for widening U.S. 50A west of U.S. 95A.

SITE PLAN REVIEW

A copy of the conceptual site plan for the Fernley BC Ranch Development is included in this submittal. The site plan shows north and south portions of the project site. The north and south sites are connected at the southwest corner of the north site and northeast corner of the south site.

The site plan shows that project access will be provided from two proposed north site accesses, Sario Drive and the south access (south of Sario Drive), intersecting U.S. 95A. Additional accesses include a connection to the Jackson Ranch access intersecting U.S. 50A, a connection to the Parker access intersecting U.S. 95A and the future beltway which passes through the south site. The site plan shows the Sario Drive roadway as an arterial roadway passing through the north site into the south site at the adjoining north and south site corners and intersecting the south site's roadway

segment of the future beltway. The on-site segment of the beltway, shown as an arterial roadway on the site plan, extends from the northwest corner to the southeast corner of the south site. The City of Fernley's Master Plan roadway network plan identifies these access roadways as proposed future routes.

The connection to the Jackson Ranch access requires a new section of roadway connecting Sage Drive to the Jackson Ranch access roadway including a bridge over the Truckee Canal. A site roadway in the northwest corner of the north site intersects Sario Drive and will connect to Sage Drive. This connection will provide access to Sario Drive for traffic currently served by the Sage Drive access, which will be closed at U.S. 95A due to spacing issues with Mull Lane. A new roadway, which will intersect Sario Drive near the north and south site adjoining corners, will pass through BLM land to the east of the south site and connect to the Parker access (Foothills of Fernley north access) intersecting U.S. 95A.

Average daily traffic volumes on the project access roadways were subsequently reviewed in order to determine the general internal size of the streets. Assigning the trip generation volumes to the access roadways results in approximately 13,000 vehicles per day on the Sario Drive arterial roadway. Lyon County standards do not contain capacity thresholds for the various classifications of streets. Washoe County street capacity thresholds were subsequently reviewed. Washoe County street standards indicate that two-lane collector streets can carry up to 9,600 ADT and minor arterials can carry up to 10,800 ADT per two travel lanes. Based on these capacity thresholds, the Sario Drive arterial roadway will need to be constructed as a four-lane minor arterial in order to serve project traffic volumes. It is recommended that the Sario Drive arterial be designed per Lyon County four-lane minor arterial street standards. It is recommended that the beltway be initially designed per Lyon County two-lane arterial standards but be expandable to six lanes in the future.

U.S. HIGHWAY 95A CORRIDOR REVIEW

The U.S. Highway 95A corridor from U.S. Highway 50A to the project's south access roadway was reviewed in order to determine future traffic signal locations and full movement intersections. U.S. 95A is classified as a minor arterial. The location of future signalized intersections was reviewed based on NDOT's access management standards. The access management standards indicate that signalized intersections will be allowed on minor arterials only where the signalized spacing requirements are met or the two-way signal progression will allow a minimum 40% bandwidth through the signal network. The signalized spacing requirements are based on operating speed and cycle length which generally result in a minimum signalized intersection spacing of one-half mile.

The access management standards indicate minimum requirements for private access spacing is 250 feet for speeds of 35-45 miles per hour and 450 feet for speeds of 50-55 miles per hour. However, these private access spacing requirements will permit only right turn movements. The access management standards specify that left turns to and from minor arterials will be considered if (1)

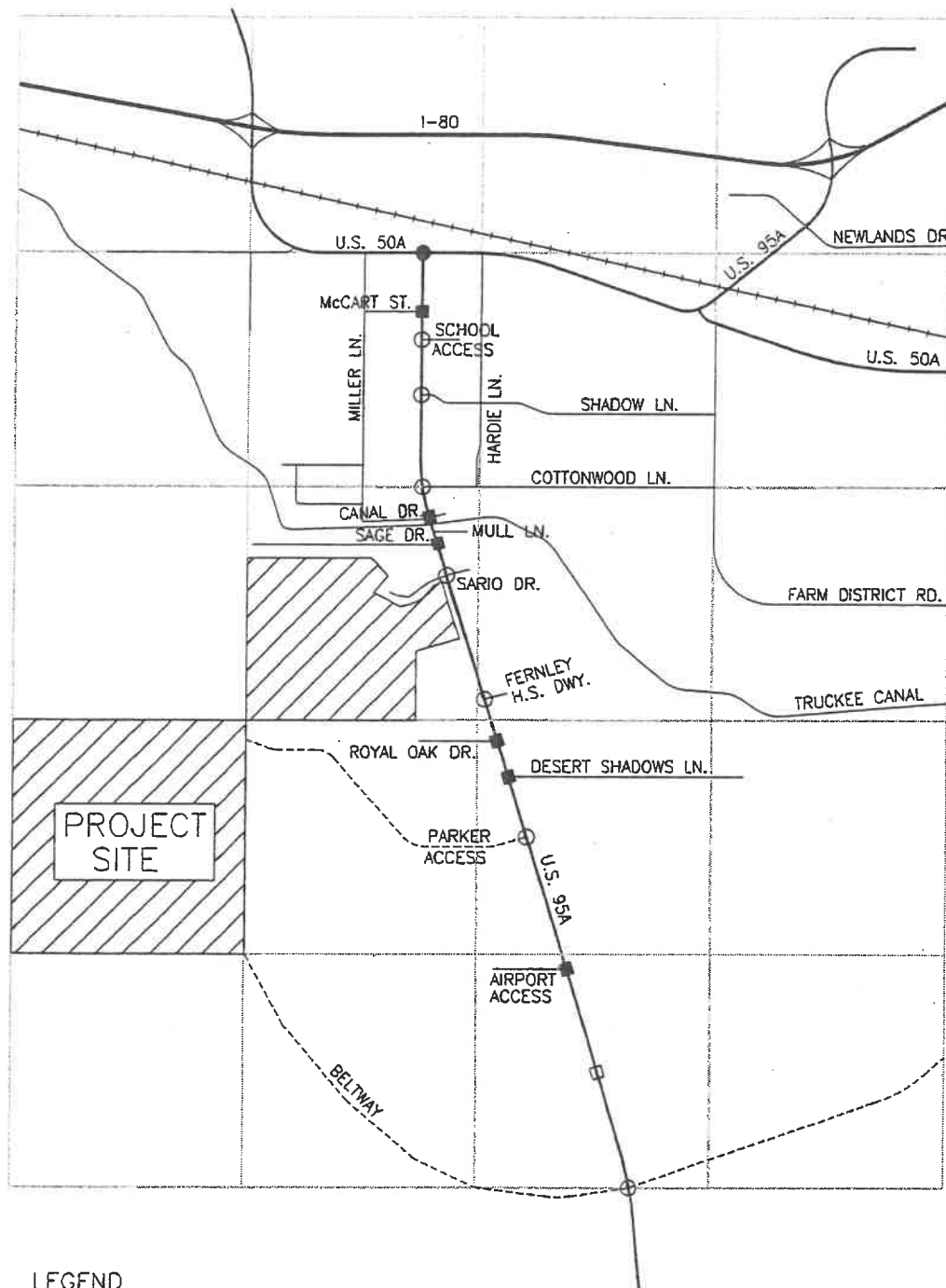
the access intersections do not have the potential for signalization, (2) the left turns will not create unreasonable congestion and safety problems; and (3) alternatives to the left turns would cause unacceptable traffic operations and safety problems on the general street system, or (4) the access meets spacing criteria for a public access.

The spacing requirement for public roads is one-quarter mile for speeds of 35-45 miles per hour and one-half mile for speeds of 50-55 miles per hour. Based on this criteria, full movement intersections will be allowed at one-quarter mile spacing where speeds are between 35-45 miles per hour. Full movement intersections that do not have the potential for signalization at less than one-quarter mile spacing or on sections with speeds greater than 45 miles per hour may be permitted based on level of service results. Currently, there are several existing full movement intersections on U.S. 95A which do not meet NDOT's access management spacing requirements. Table 6 on the following page shows the approximate distances between intersections on U.S. 95A from U.S. 50A to the project's south access with possible operation options.

As indicated in Table 6, quarter-mile minimum spacing for traffic signals is obtained between the intersections of U.S. 50A, the access for the Fernley elementary and intermediate schools, Shadow Lane, Cottonwood Lane and Sario Drive or Sage Drive as a possible alternate location. Spacing greater than one half-mile is obtained between Sario Drive or Sage Drive and the Fernley High School access, the proposed Parker access and the proposed beltway access. As shown, several of the existing full movement intersections do not meet NDOT's access management spacing requirements. Ultimately, based on further review, movements at these intersections may be restricted or the street network reconfigured to accommodate access to U.S. 95A. It is anticipated that the Sage Drive access will be closed. Figure 10 shows the existing traffic signals, recommended locations of future traffic signals, and the existing and potential locations of full movement unsignalized intersections on U.S. 95A.

TABLE 6
U.S. 95A ROADWAY SPACING

<u>ROADWAY</u>	<u>OPERATION</u>	<u>DISTANCE (FT)</u>
U.S. 50A	Existing Signal	1,200
McCart Street	Full Movement	600
School Access	Potential Signal	1,500
Shadow Lane	Potential Signal	2,100
Cottonwood Lane	Potential Signal	725
Canal Drive-Circle Drive	Full Movement	325
Mull Lane	Full Movement (Alternate)	290
Sage Drive	Potential Signal (Alternate)	665
Sario Drive-Waste Transfer Station Access	Potential Signal	2,700
High School Driveway	Potential Signal	800
Royal Oak Drive	Full Movement	1,000
Desert Shadows Lane	Full movement	1800
Proposed Project North Access	Potential Signal	2,300
Airport Access	Full Movement	5,600
Proposed Project South Access	Potential Signal	



LEGEND

- EXISTING TRAFFIC SIGNAL
- POTENTIAL TRAFFIC SIGNAL
- EXISTING FULL MOVEMENT INTERSECTION
- POTENTIAL FULL MOVEMENT INTERSECTION

FERNELY BC RANCH
SIGNAL AND FULL MOVEMENT INTERSECTION LOCATIONS
FIGURE 10

TRAFFIC PLANNING REVIEW

A macro scale traffic planning review was performed. The City of Fernley Master Plan Land Use Map was reviewed in order to determine the total number of dwelling units and the total acreage of the non-residential land uses. Based on the land use map, it is estimated that the undeveloped land in the vicinity, including the project, will yield a maximum total 17,000 dwelling units; 350 acres of commercial land; 225 acres of industrial land; and 450 acres of parks.

The traffic generated by this undeveloped land was subsequently calculated based on trip generation rates for ITE Land Uses 210: Single Family Detached Housing, 110: General Light Industrial, 820: Shopping Center and 770: Business Park. Table 7 shows a summary of the average daily traffic volumes and peak hour volumes generated by the undeveloped land.

TABLE 7
MASTER PLAN LAND USES TRIP GENERATION

LAND USE	ADT	AM PEAK HOUR			PM PEAK HOUR		
		IN	OUT	TOTAL	IN	OUT	TOTAL
Single Family Housing 17,000 Dwelling Units	117,206	2,977	8,932	11,909	6,869	4,034	10,903
General Light Industrial 225 Acres	11,655	1,402	288	1,690	360	1,274	1,634
Shopping Center 1,500,000 Square Feet	39,482	485	310	795	1,795	1,945	3,740
Business Park 1,500,000 Square Feet	<u>19,140</u>	<u>1,800</u>	<u>345</u>	<u>2,145</u>	<u>450</u>	<u>1,485</u>	<u>1,935</u>
TOTAL	187,483	6,664	9,875	16,539	9,474	8,738	18,212

It was assumed that the commercial land use will contain both retail and office uses. The square footage for these land uses were estimated by applying a 20% floor area ratio to the acreage. As shown in Table 7, the undeveloped land generally located south of the canal and west of U.S. 395A will generate significant traffic volumes. It is anticipated that a portion of these trips will be internal to the site and will not travel onto the existing roadway system. It was assumed that 25% of the traffic generated by the residential land uses will be to and from the commercial and industrial land uses in the area.

The off-site trip generation volumes were subsequently assigned to the existing and proposed roadways as shown on the FPE roadway network map. This roadway network map shows an extensive roadway system within the undeveloped land areas with a proposed beltway connection to the I-80/Wadsworth interchange to the west and a proposed roadway running from U.S. 95A, through Nevada Pacific Industrial Park, to a future I-80 interchange to the east. The road network map also shows U.S. 395A extending north to a future I-80 interchange. Table 8 shows the estimated traffic distribution and resulting average daily traffic volumes on the three roadways.

TABLE 8
DISTRIBUTION AND AVERAGE DAILY TRAFFIC VOLUMES
MASTER PLAN LAND USES

<u>ROADWAY</u>	<u>DISTRIBUTION</u>	<u>PROJECTED ADT</u>
I-80/Wadsworth Interchange Connection	30%	38,600
U.S. 95A	40%	51,500
I-80/Nevada Pacific Interchange Connection	30%	38,600

The daily level of service thresholds shown in Table 5 indicate that the I-80/Wadsworth interchange connection will need to be constructed as a four-lane high access control arterial in order to operate at level of service C/D. U.S. 95A will need to be improved as a six-lane high access control arterial in order to maintain level of service C/D operation. The I-80/Nevada Pacific Industrial Park interchange connection will need to be constructed as a four-lane high access control arterial in order to operate at level of service C/D. The on-site beltway arterial from the south U.S. 95A project access intersection through the Fernley BC Ranch development will likely also need to be a four-lane roadway. It is important to note that these suggested roadway sections are adequate only if the non-residential land uses build out concurrently with the residential land uses.

RECOMMENDATIONS

Traffic generated by the Fernley BC Ranch Development will have some impact over the ten to fifteen year build out 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 City of Fernley and Nevada Department of Transportation requirements.

It is recommended that the project developers participate in the cost of off-site regional roadway improvements by paying traffic impact fees or special assessment district fees. It is proposed that the developers receive credit for any off-site regional road improvements they construct.

It is recommended that the U.S. Highway 95A/Sario Drive intersection initial improvements for phase 1-A to consist of one left turn lane with 350 feet of left turn storage and one shared through-right turn lane at the Sario Drive west approach and one left turn lane at the south approach. NDOT's roadway improvement project on U.S. Highway 95A will provide left turn lanes at the north and south approaches of the U.S. Highway 95A/Sario Drive intersection.

It is recommended that a traffic signal be constructed at the U.S. Highway 95A/Sario Drive intersection when warranted.

It is recommended that the U.S. Highway 95A/Sario Drive intersection improvements for the phase 1-B and phase 2 project consist of one left turn lane and one shared through-right turn lane at the public disposal center east approach, dual left turn lanes each with a storage length of 350 feet at the west approach, one exclusive right turn lane at the north approach, and one through lane and one shared through-right turn lane at the south approach. The dual left turn lanes at the west approach will require two receiving lanes for a distance on northbound U.S. Highway 95A.

It is recommended that the U.S. Highway 95A/Sario Drive intersection improvements for project buildout consist of one left turn lane, two through lanes and one exclusive right turn lane at the north approach, and one left turn lane, one through lane and one shared through-right turn lane at the south approach.

It is recommended ultimately for the phase 2 and buildout project that the Main Street (U.S. Highway 50A)/Jackson Ranch access intersection contain one left turn lane with a minimum storage length of 350 feet, one through lane and one shared through-right turn lane at the east approach; one left turn lane, two through lanes and one exclusive right turn lane at the west approach; one left turn lane, one through lane and one right turn lane at the north approach; and dual left turn lanes each with a minimum storage length of 350 feet, one through lane and one right turn lane at the south approach. The dual left turn lanes at the west approach will require two receiving lanes for a distance on westbound U.S. Highway 50A. The updated Jackson Ranch Traffic Analysis dated April, 2005, recommended initially that the Main Street (U.S. Highway 50A)/Jackson Ranch access intersection be constructed to contain one left turn lane with a minimum 200 feet of storage and one shared through-right turn lane at the east approach; one left turn lane, one through lane and one exclusive right turn lane at the west approach; one left turn lane, one through lane and one right turn lane at the north approach; and one left turn lane and provision for a future second left turn lane with a minimum storage/deceleration length of 215 feet, one through lane and one right turn lane at the south approach.

It is recommended that a traffic signal be constructed at the Main Street (U.S. Highway 50A)/Jackson Ranch access intersection when warranted. A traffic signal was recommended at the Main Street/Jackson Ranch access intersection in the updated Jackson Ranch study.

It is recommended that the U.S. Highway 95A/Parker access intersection be constructed as recommended by the Foothills of Fernley Development Traffic Analysis dated July, 2004, to ultimately contain dual left turn lanes and one exclusive right turn lane at the west approach; one through lane and one exclusive right turn lane at the north approach; and one left turn lane and one through lane at the south approach. The dual left turn lanes at the west approach will require two receiving lanes for a distance on northbound U.S. Highway 95A.

It is recommended that a traffic signal be constructed at the U.S. Highway 95A/Parker access intersection when warranted. A traffic signal was previously recommended at the U.S. Highway 95A/Parker access intersection in the Foothills of Fernley Development study.

It is recommended that a dual left turn length of a minimum 250 feet per lane be provided at the west leg and left turn storage of a minimum 100 feet be provided at the south leg of the U.S. Highway 95A/Parker access intersection.

It is recommended that the U.S. Highway 95A/project south access (south of Sario Drive) intersection be constructed to contain one right-in/right-out only driveway at the east approach and one exclusive right turn lane at the north approach.

It is recommended that the Sario Drive arterial be designed per Lyon County four-lane minor arterial street standards. It is recommended that the beltway be initially designed per Lyon County two-lane arterial standards but be expandable to four lanes in the future.

It is recommended that the project developer participate fairly in the future regional roadway requirements or impact fees that may include US-95A widening to as many as six lanes, a new I-80 interchange at the US-95A extension and a regional roadway network being extended to the existing I-80 Wadsworth interchange and the future I-80 Nevada Pacific interchange.

APPENDIX

BC Ranch, Fernley
Summary of Average Vehicle Trip Generation
For 2183 Dwelling Units of Single Family Detached Housing
March 31, 2005

	24 Hour Two-Way Volume	7-9 AM Pk Hour		4-6 PM Pk Hour	
		Enter	Exit	Enter	Exit
Average Weekday	17736	384	1153	1083	636

	24 hour Two-Way Volume	Peak Hour	
		Enter	Exit
Saturday	19094	1055	899
Sunday	19266	771	684

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume: $LN(T) = .92LN(X) + 2.71$, $R^2 = 0.96$
7-9 AM Peak Hr. Total: $T = .7(X) + 9.43$
 $R^2 = 0.89$, 0.25 Enter, 0.75 Exit
4-6 PM Peak Hr. Total: $LN(T) = .9LN(X) + .53$
 $R^2 = 0.91$, 0.63 Enter, 0.37 Exit
AM Gen Pk Hr. Total: $T = .7(X) + 12.05$
 $R^2 = 0.89$, 0.26 Enter, 0.74 Exit
PM Gen Pk Hr. Total: $LN(T) = .89LN(X) + .61$
 $R^2 = 0.91$, 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume: $LN(T) = .94LN(X) + 2.63$, $R^2 = 0.93$
Sat. Pk Hr. Total: $T = .89(X) + 10.93$
 $R^2 = 0.9$, 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume: $T = 8.83(X) + -9.76$, $R^2 = 0.94$
Sun. Pk Hr. Total: $LN(T) = .89LN(X) + .44$
 $R^2 = 0.88$, 0.53 Enter, 0.47 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

BC Ranch, Fernley
Summary of Average Vehicle Trip Generation
For 1010 Dwelling Units of Apartments
March 30, 2005

	24 Hour Two-Way Volume	7-9 AM Pk Hour		4-6 PM Pk Hour	
		Enter	Exit	Enter	Exit
Average Weekday	6220	100	399	373	201

	24 hour Two-Way Volume	Peak Hour	
		Enter	Exit
Saturday	7672	0	0
Sunday	6383	0	0

Note: A zero indicates no data available.

The above rates were calculated from these equations:

24-Hr. 2-Way Volume: $T = 6.01(X) + 150.35$, $R^2 = 0.88$
7-9 AM Peak Hr. Total: $T = .49(X) + 3.73$
 $R^2 = 0.83$, 0.2 Enter, 0.8 Exit
4-6 PM Peak Hr. Total: $T = .55(X) + 17.65$
 $R^2 = 0.77$, 0.65 Enter, 0.35 Exit
AM Gen Pk Hr. Total: $T = .53(X) + 4.21$
 $R^2 = 0.82$, 0.29 Enter, 0.71 Exit
PM Gen Pk Hr. Total: $T = .6(X) + 17.52$
 $R^2 = 0.8$, 0.61 Enter, 0.39 Exit
Sat. 2-Way Volume: $T = 7.85(X) + -256.19$, $R^2 = 0.85$
Sat. Pk Hr. Total: $T = .41(X) + 19.23$
 $R^2 = 0.56$, 0 Enter, 0 Exit
Sun. 2-Way Volume: $T = 6.42(X) + -101.12$, $R^2 = 0.82$
Sun. Pk Hr. Total: 0
 $R^2 = 0$, 0 Enter, 0 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

BC Ranch, Fernley
 Summary of Average Vehicle Trip Generation
 For 346.0 T.G.L.A. of Shopping Center
 March 30, 2005

	24 Hour Two-Way Volume	7-9 AM Pk Hour		4-6 PM Pk Hour	
		Enter	Exit	Enter	Exit
Average Weekday	14857	218	138	623	675
	24 hour Two-Way Volume	Peak Hour			
		Enter	Exit		
Saturday	17290	893	827		
Sunday	8733	529	550		

Note: A zero indicates no data available.
 Source: Institute of Transportation Engineers
 Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

BC Ranch, Fernley
 Summary of Pass-By Trips
 For 346.0 T.G.L.A. of Shopping Center
 March 30, 2005

	Driveway Volume	Pass-By Trips	Volume Added to Adjacent Streets
Average Weekday			
7-9 AM Peak Hour Enter	218	0	218
7-9 AM Peak Hour Exit	138	0	138
7-9 AM Peak Hour Total	356	0	356
4-6 PM Peak Hour Enter	623	169	454
4-6 PM Peak Hour Exit	675	183	492
4-6 PM Peak Hour Total	1298	352	946
Saturday			
Saturday Peak Hour Enter	893	270	623
Saturday Peak Hour Exit	827	250	577
Saturday Peak Hour Total	1720	521	1199

Note: A zero indicates no data available.
 Source: Institute of Transportation Engineers
 Trip Generation Handbook, March, 2001

TRIP GENERATION BY MICROTRANS

TWO-WAY STOP CONTROL SUMMARY

Analyst: DAL
 Agency/Co.: Solaegui Engineers
 Date Performed: 4/5/2005
 Analysis Time Period: AM Peak Hour
 Intersection: U.S Hwy 95A & Sario
 Jurisdiction: City of Fernley/NDOT
 Units: U. S. Customary
 Analysis Year: Existing
 Project ID: Fernley BC Ranch
 East/West Street: Sario Drive-Driveway
 North/South Street: U.S. Highway 95A
 Intersection Orientation: NS

Study period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street: Approach Movement		Northbound				Southbound	
		1	2	3	4	5	6
		L	T	R	L	T	R
Volume		1	344	1	4	535	3
Peak-Hour Factor, PHF		0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR		1	382	1	4	594	3
Percent Heavy Vehicles		2	--	--	2	--	--
Median Type/Storage		Undivided			/		
RT Channelized?							
Lanes		0	1	0		0	1
Configuration		LTR			LTR		
Upstream Signal?		No			No		

Minor Street: Approach Movement	Westbound				Eastbound		
	7 L	8 T	9 R	10 L	11 T	12 R	
Volume	2	0	4	6	0	2	
Peak Hour Factor, PHF	0.90	0.90	0.90	0.90	0.90	0.90	
Hourly Flow Rate, HFR	2	0	4	6	0	2	
Percent Heavy Vehicles	2	2	2	2	2	2	
Percent Grade (%)	0				0		
Flared Approach: Exists?/Storage	No			/	No		
Lanes	0	1	0		0	1	0
Configuration	LTR				LTR		

Delay, Queue Length, and Level of Service

Approach Movement Lane Config	NB	SB	Westbound			Eastbound		
	1 LTR	4 LTR	7 LTR	8 LTR	9 LTR	10 LTR	11 LTR	12 LTR
v (vph)	1	4		6			8	
C(m) (vph)	980	1175		402			259	
v/c	0.00	0.00		0.01			0.03	
95% queue length	0.00	0.01		0.05			0.10	
Control Delay	8.7	8.1		14.1			19.3	
OS	A	A		B			C	
Approach Delay				14.1			19.3	
Approach LOS				B			C	

TWO-WAY STOP CONTROL SUMMARY

Analyst: DAL
 Agency/Co.: Solaegui Engineers
 Date Performed: 4/5/2005
 Analysis Time Period: PM Peak Hour
 Intersection: U.S Hwy 95A & Sario
 Jurisdiction: City of Fernley/NDOT
 Units: U. S. Customary
 Analysis Year: Existing
 Project ID: Fernley BC Ranch
 East/West Street: Sario Drive-Driveway
 North/South Street: U.S. Highway 95A
 Intersection Orientation: NS

Study period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street: Approach Movement		Northbound			Southbound		
		1	2	3	4	5	6
		L	T	R	L	T	R
Volume		0	295	1	6	328	2
Peak-Hour Factor, PHF		0.95	0.95	0.95	0.95	0.95	0.95
Hourly Flow Rate, HFR		0	310	1	6	345	2
Percent Heavy Vehicles		2	--	--	2	--	--
Median Type/Storage		Undivided			/		
RT Channelized?							
Lanes		0	1	0	0	1	0
Configuration		LTR			LTR		
Upstream Signal?		No			No		

Minor Street: Approach Movement	Westbound				Eastbound		
	7 L	8 T	9 R	10 L	11 T	12 R	
Volume	1	1	7	2	1	0	
Peak Hour Factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	
Hourly Flow Rate, HFR	1	1	7	2	1	0	
Percent Heavy Vehicles	2	2	2	2	2	2	
Percent Grade (%)	0				0		
Flared Approach: Exists?/Storage	No			/	No		
Lanes	0	1	0		0	1	0
Configuration	LTR				LTR		

Delay, Queue Length, and Level of Service

Approach Movement Lane Config	NB 1 LTR	SB 4 LTR	Westbound 7 LTR			Eastbound 10 LTR			12
v (vph)	0	6	9			3			
C(m) (vph)	1212	1249	602			368			
v/c	0.00	0.00	0.01			0.01			
95% queue length	0.00	0.01	0.05			0.02			
Control Delay	8.0	7.9	11.1			14.9			
OS	A	A	B			B			
Approach Delay				11.1			14.9		
Approach LOS				B			B		

TWO-WAY STOP CONTROL SUMMARY

Analyst: DAL
 Agency/Co.: Solaegui Engineers
 Date Performed: 4/5/2005
 Analysis Time Period: AM Peak Hour
 Intersection: U.S Hwy 95A & Sario
 Jurisdiction: City of Fernley/NDOT
 Units: U. S. Customary
 Analysis Year: Existing + Phase 1
 Project ID: Fernley BC Ranch
 East/West Street: Sario Drive-Driveway
 North/South Street: U.S. Highway 95A
 Intersection Orientation: NS

Study period (hrs): 0.25

		Vehicle Volumes and Adjustments					
Major Street:	Approach Movement	Northbound			Southbound		
		1 L	2 T	3 R	4 L	5 T	6 R
Volume		6	341	1	4	535	141
Peak-Hour Factor, PHF		0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR		6	378	1	4	594	156
Percent Heavy Vehicles		2	--	--	2	--	--
Median Type/Storage		TWLTL			/ 0		
RT Channelized?							
Lanes		0	1	0	0	1	0
Configuration		LTR			LTR		
Upstream Signal?		No			No		
Minor Street:	Approach Movement	Westbound			Eastbound		
		7 L	8 T	9 R	10 L	11 T	12 R
Volume		2	0	4	325	0	15
Peak Hour Factor, PHF		0.90	0.90	0.90	0.90	0.90	0.90
Hourly Flow Rate, HFR		2	0	4	361	0	16
Percent Heavy Vehicles		2	2	2	2	2	2
Percent Grade (%)			0			0	
Flared Approach: Exists?/Storage				No	/		No
Lanes		0	1	0	1	1	0
Configuration		LTR			L TR		

		Delay, Queue Length, and Level of Service					
Approach Movement		NB	SB	Westbound		Eastbound	
		1	4	7	8	10	11
Lane Config		LTR	LTR	LTR	L	L	TR
v (vph)		6	4		6	361	16
C(m) (vph)		859	1179		360	195	456
v/c		0.01	0.00		0.02	1.85	0.04
95% queue length		0.02	0.01		0.05	25.96	0.11
Control Delay		9.2	8.1		15.2	443.2	13.2
OS		A	A		C	F	B
Approach Delay					15.2		424.9
Approach LOS					C		F

TWO-WAY STOP CONTROL SUMMARY

Analyst: DAL
 Agency/Co.: Solaegui Engineers
 Date Performed: 4/5/2005
 Analysis Time Period: PM Peak Hour
 Intersection: U.S Hwy 95A & Sario
 Jurisdiction: City of Fernley/NDOT
 Units: U. S. Customary
 Analysis Year: Existing + Phase 1
 Project ID: Fernley BC Ranch
 East/West Street: Sario Drive-Driveway
 North/South Street: U.S. Highway 95A
 Intersection Orientation: NS

Study period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street:	Approach Movement	Northbound				Southbound		
		1 L	2 T	3 R	4 L	5 T	6 R	
Volume		7	294	1	6	327	352	
Peak-Hour Factor, PHF		0.95	0.95	0.95	0.95	0.95	0.95	
Hourly Flow Rate, HFR		7	309	1	6	344	370	
Percent Heavy Vehicles		2	--	--	2	--	--	
Median Type/Storage		TWLTL			/ 0			
RT Channelized?								
Lanes		0	1	0		0	1	0
Configuration		LTR				LTR		
Upstream Signal?		No				No		

Minor Street:	Approach Movement	Westbound				Eastbound		
		7 L	8 T	9 R	10 L	11 T	12 R	
Volume		1	1	7	199	1	4	
Peak Hour Factor, PHF		0.95	0.95	0.95	0.95	0.95	0.95	
Hourly Flow Rate, HFR		1	1	7	209	1	4	
Percent Heavy Vehicles		2	2	2	2	2	2	
Percent Grade (%)			0			0		
Flared Approach: Exists?/Storage				No	/		No	/
Lanes		0	1	0		1	1	0
Configuration			LTR			L	TR	

Delay, Queue Length, and Level of Service

Approach Movement	NB		SB		Westbound			Eastbound		
	1	4	7	8	9	10	11	12		
Lane Config	LTR	LTR		LTR		L		TR		
v (vph)	7	6		9		209		5		
C(m) (vph)	886	1250		505		265		465		
v/c	0.01	0.00		0.02		0.79		0.01		
95% queue length	0.02	0.01		0.05		6.02		0.03		
Control Delay	9.1	7.9		12.3		55.2		12.8		
LOS	A	A		B		F		B		
Approach Delay				12.3			54.2			
Approach LOS				B			F			

HCS2000: Signalized Intersections Release 4.1e

Analyst:
 Agency: Solaegui Engineers
 Date: 4/5/2005
 Period: AM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Sario Drive-Driveway

Inter.: U.S. Highway 95A & Sario
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Phase 1
 N/S St: U.S. Highway 95A

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	1	0	0	1	0	1	1	0	1	1	1
LGConfig	L	TR			LTR		L	TR		L	T	R
Volume	325	0	15	2	0	4	6	341	1	4	535	141
Lane Width	12.0	12.0			12.0		12.0	12.0		12.0	12.0	12.0
RTOR Vol			3			1			0			35

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination		1	2	3	4	5	6	7	8
EB	Left	A				NB	Left	A	A
	Thru	A					Thru	A	
	Right	A					Right	A	
	Peds	X					Peds		
WB	Left	A				SB	Left	A	A
	Thru	A					Thru	A	
	Right	A					Right	A	
	Peds	X					Peds		
B	Right					EB	Right		
SB	Right					WB	Right		
Green		19.0					1.0	25.0	
Yellow		4.0					4.0	4.0	
All Red		1.0					1.0	1.0	

Cycle Length: 60.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	445	1405	0.81	0.32	29.7	C		
TR	501	1583	0.03	0.32	14.1	B	29.2	C
Westbound								
LTR	517	1633	0.01	0.32	14.1	B	14.1	B
Northbound								
L	205	1770	0.03	0.52	9.6	A		
TR	776	1862	0.49	0.42	13.3	B	13.2	B
Southbound								
L	374	1770	0.01	0.52	7.8	A		
T	776	1863	0.77	0.42	19.6	B	18.1	B
	660	1583	0.18	0.42	11.2	B		
Intersection Delay = 19.6 (sec/veh) Intersection LOS = B								

HCS2000: Signalized Intersections Release 4.1e

Analyst: DAL
 Agency: Solaegui Engineers
 Date: 4/5/2005
 Period: PM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Sario Drive-Driveway

Inter.: U.S. Highway 95A & Sario
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Phase 1
 N/S St: U.S. Highway 95A

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	1	0	0	1	0	1	1	0	1	1	1
LGConfig	L	TR			LTR		L	TR		L	T	R
Volume	199	1	4	1	1	7	7	294	1	6	328	312
Lane Width	12.0	12.0			12.0		12.0	12.0		12.0	12.0	12.0
RTOR Vol			1			1			0			78

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination		1	2	3	4	5	6	7	8
EB	Left	A				NB	Left	A	A
	Thru	A					Thru	A	
	Right	A					Right	A	
	Peds	X					Peds		
WB	Left	A				SB	Left	A	A
	Thru	A					Thru	A	
	Right	A					Right	A	
	Peds	X					Peds		
NB	Right					EB	Right		
SB	Right					WB	Right		
Green		16.0					1.0	28.0	
Yellow		4.0					4.0	4.0	
All Red		1.0					1.0	1.0	

Cycle Length: 60.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	374	1402	0.56	0.27	20.8	C		
TR	441	1653	0.01	0.27	16.2	B	20.8	C
Westbound								
LTR	439	1647	0.02	0.27	16.2	B	16.2	B
Northbound								
L	467	1770	0.01	0.57	6.2	A		
TR	869	1862	0.36	0.47	10.5	B	10.4	B
Southbound								
L	498	1770	0.01	0.57	6.0	A		
T	869	1863	0.40	0.47	10.8	B	10.6	B
R	739	1583	0.33	0.47	10.4	B		
Intersection Delay = 12.5 (sec/veh) Intersection LOS = B								

Analyst: DAL
 Agency: Solaegui Engineers
 Date: 4/5/2005
 Period: PM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Sario Drive-Driveway

Inter.: U.S. Highway 95A & Sario
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Phase 2 + Other
 N/S St: U.S. Highway 95A

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	1	0	1	1	0	1	2	0	1	1	1
LGConfig	L	TR		L	TR		L	TR		L	T	R
Volume	280	1	7	1	1	7	11	647	1	6	931	372
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	12.0
RTOR Vol			1			1			0			93

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				NB Left	A	A	
Thru		A			Thru		A	
Right		A			Right		A	
Peds		X			Peds			
WB Left	A				SB Left	A	A	
Thru		A			Thru		A	
Right		A			Right		A	
Peds		X			Peds			
EB Right					EB Right			
SB Right					WB Right			
Green	10.0	4.0			1.0	45.0		
Yellow	4.0	4.0			4.0	4.0		
All Red	1.0	1.0			1.0	1.0		

Cycle Length: 80.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	430	3437	0.69	0.13	38.0	D		
TR	81	1623	0.09	0.05	36.7	D	38.0	D
Westbound								
L	221	1770	0.00	0.13	30.7	C		
TR	81	1623	0.09	0.05	36.7	D	36.0	D
Northbound								
L	115	1770	0.10	0.64	16.8	B		
TR	1995	3546	0.34	0.56	9.6	A	9.7	A
Southbound								
L	400	1770	0.01	0.64	5.8	A		
T	1048	1863	0.94	0.56	30.9	C	25.9	C
	890	1583	0.33	0.56	9.6	A		
Intersection Delay = 22.6 (sec/veh) Intersection LOS = C								

HCS2000: Signalized Intersections Release 4.1e

Analyst: DAL
 Agency: Solaegui Engineers
 Date: 4/5/2005
 Period: AM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Sario Drive-Driveway

Inter.: U.S. Highway 95A & Sario
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Phase 2 + Other
 N/S St: U.S. Highway 95A

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	1	0	1	1	0	1	2	0	1	1	1
LGConfig	L		TR	L		TR	L		TR	L	T	R
Volume	508	0	19	2	0	4	7	944	1	4	735	171
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	12.0
RTOR Vol			4			1			0			42

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				NB Left	A	A	
Thru		A			Thru		A	
Right		A			Right		A	
Peds		X			Peds		X	
WB Left	A				SB Left	A	A	
Thru		A			Thru		A	
Right		A			Right		A	
Peds		X			Peds		X	
NB Right					EB Right			
SB Right					WB Right			
Green	16.0	5.0			1.0	38.0		
Yellow	4.0	4.0			4.0	4.0		
All Red	1.0	1.0			1.0	1.0		

Cycle Length: 80.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	687	3437	0.82	0.20	38.5	D		
TR	99	1583	0.17	0.06	36.4	D	38.5	D
Westbound								
L	354	1770	0.01	0.20	25.6	C		
TR	99	1583	0.03	0.06	35.3	D	31.5	C
Northbound								
L	115	1770	0.07	0.55	16.1	B		
TR	1684	3546	0.62	0.47	16.4	B	16.4	B
Southbound								
L	177	1770	0.02	0.55	10.3	B		
T	885	1863	0.92	0.47	34.6	C	31.2	C
R	752	1583	0.19	0.47	12.2	B		
Intersection Delay = 26.8 (sec/veh) Intersection LOS = C								

HCS2000: Signalized Intersections Release 4.1e

Analyst:
 Agency: Solaegui Engineers
 Date: 4/5/2005
 Period: AM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Sario Drive-Driveway

Inter.: U.S. Highway 95A & Sario
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Buildout + Other
 N/S St: U.S. Highway 95A

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	1	0	1	1	1	1	2	0	1	2	1
LGConfig	L	TR		L	TR	R	L	TR		L	T	R
Volume	409	0	21	2	0	4	26	904	1	4	777	218
Lane Width	12.0	12.0		12.0	12.0	12.0	12.0	12.0		12.0	12.0	12.0
RTOR Vol			5			1			0			54

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination		1	2	3	4	5	6	7	8
EB	Left	A				NB Left	A	A	
	Thru		A			Thru		A	
	Right		A			Right		A	
	Peds		X			Peds			
WB	Left	A				SB Left	A	A	
	Thru		A			Thru		A	
	Right		A			Right		A	
	Peds		X			Peds			
B	Right					EB Right			
SB	Right					WB Right			
Green		15.0	10.0				2.0	33.0	
Yellow		4.0	4.0				4.0	4.0	
All Red		1.0	1.0				1.0	1.0	

Cycle Length: 80.0 secs

Intersection Performance Summary

Appr/	Lane	Adj Sat	Ratios		Lane Group		Approach	
Lane	Group	Flow Rate						
Grp	Capacity	(s)	v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	644	3437	0.70	0.19	33.9	C		
TR	198	1583	0.09	0.13	31.2	C	33.8	C
Westbound								
L	332	1770	0.01	0.19	26.4	C		
TR	233	1863	0.00	0.13	30.6	C	29.0	C
R	198	1583	0.02	0.13	30.7	C		
Northbound								
L	214	1770	0.14	0.50	12.1	B		
TR	1463	3546	0.69	0.41	20.6	C	20.4	C
Southbound								
L	167	1770	0.02	0.50	12.5	B		
T	1463	3547	0.59	0.41	18.9	B	18.3	B
	653	1583	0.28	0.41	15.8	B		
Intersection Delay = 22.0 (sec/veh) Intersection LOS = C								

HCS2000: Signalized Intersections Release 4.1e

Analyst: Inter.: U.S. Highway 95A & Sario
 Agency: Solaegui Engineers Area Type: All other areas
 Date: 4/5/2005 Jurisd: City of Fernley/NDOT
 Period: PM Peak Hour Year : Existing + Buildout + Other
 Project ID: Fernley BC Ranch
 E/W St: Sario Drive-Driveway N/S St: U.S. Highway 95A

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	1	0	1	1	0	1	2	0	1	2	1
LGConfig	L	TR		L	TR		L	TR		L	T	R
Volume	598	1	101	1	1	7	127	546	1	6	997	534
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	12.0
RTOR Vol			25			1			0			133

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination		1	2	3	4	5	6	7	8
EB	Left	A				NB Left	A	A	
	Thru		A			Thru	A		
	Right		A			Right	A		
	Peds		X			Peds			
WB	Left	A				SB Left	A	A	
	Thru		A			Thru	A		
	Right		A			Right	A		
	Peds		X			Peds			
NB	Right					EB Right			
SB	Right					WB Right			
Green		19.0	10.0				4.0	27.0	
Yellow		4.0	4.0				4.0	4.0	
All Red		1.0	1.0				1.0	1.0	

Cycle Length: 80.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	816	3437	0.77	0.24	33.0	C		
TR	198	1587	0.41	0.13	33.7	C	33.1	C
Westbound								
L	420	1770	0.00	0.24	23.3	C		
TR	203	1623	0.03	0.13	30.8	C	29.9	C
Northbound								
L	182	1770	0.74	0.45	31.6	C		
TR	1197	3546	0.48	0.34	21.3	C	23.2	C
Southbound								
L	305	1770	0.02	0.45	12.9	B		
T	1197	3547	0.88	0.34	32.5	C	32.2	C
.	534	1583	0.79	0.34	31.8	C		
Intersection Delay = 30.2 (sec/veh) Intersection LOS = C								

HCS2000: Signalized Intersections Release 4.1e

Analyst: DAL
 Agency: Solaegui Engineers
 Date: 4/6/2005
 Period: AM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Main Street (U.S. Hwy. 50A) Inter.: Main & Jackson Ranch Access
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Phase 2 + Other
 N/S St: Jackson Ranch Access

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	2	1	1	2	1	2	1	1	1	1	1
LGConfig	L	T	R	L	T	R	L	T	R	L	T	R
Volume	10	443	219	98	864	42	635	0	236	22	0	6
Lane Width	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vol			54			10			59			1

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				A	A		
Thru			A			A	A	
Right			A			A	A	
Peds							X	
WB Left	A	A			SB Left	A		
Thru		A	A		Thru		A	
Right		A	A		Right		A	
Peds		X			Peds		X	
EB Right					EB Right			
SB Right					WB Right			
Green	5.0	4.0	23.0		6.0	10.0	12.0	
Yellow	4.0	0.0	4.0		4.0	0.0	4.0	
All Red	1.0	0.0	1.0		1.0	0.0	1.0	

Cycle Length: 80.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	111	1770	0.10	0.06	35.8	D		
T	1020	3547	0.48	0.29	23.9	C	24.0	C
R	455	1583	0.40	0.29	23.5	C		
Westbound								
L	310	1770	0.35	0.17	29.7	C		
T	1197	3547	0.80	0.34	28.1	C	27.9	C
R	534	1583	0.07	0.34	18.0	B		
Northbound								
L	902	3437	0.78	0.26	31.9	C		
T	512	1863	0.00	0.28	21.0	C	30.4	C
R	435	1583	0.45	0.28	24.8	C		
Southbound								
L	133	1770	0.18	0.08	35.3	D		
T	279	1863	0.00	0.15	28.9	C	34.1	C
	237	1583	0.03	0.15	29.1	C		
Intersection Delay = 27.8 (sec/veh) Intersection LOS = C								

HCS2000: Signalized Intersections Release 4.1e

Analyst: DAL
 Agency: Solaegui Engineers
 Date: 4/6/2005
 Period: PM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Main Street (U.S. Hwy. 50A)

Inter.: Main & Jackson Ranch Access
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Phase 2 + Other
 N/S St: Jackson Ranch Access

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	2	1	1	2	1	2	1	1	1	1	1
LGConfig	L	T	R	L	T	R	L	T	R	L	T	R
Volume	7	1092	612	264	619	29	388	0	166	51	0	13
Lane Width	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vol			153			7			41			3

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination		1	2	3	4	5	6	7	8
EB	Left	A				NB Left	A	A	
	Thru			A		Thru	A	A	
	Right			A		Right	A	A	
	Peds					Peds			
WB	Left	A	A			SB Left	A		
	Thru		A	A		Thru		A	
	Right		A	A		Right		A	
	Peds		X			Peds			
NB	Right					EB Right			
SB	Right					WB Right			
Green		4.0	8.0	30.0			5.0	7.0	6.0
Yellow		4.0	0.0	4.0			4.0	0.0	4.0
All Red		1.0	0.0	1.0			1.0	0.0	1.0

Cycle Length: 80.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	89	1770	0.08	0.05	36.6	D		
T	1330	3547	0.86	0.38	29.3	C	29.8	C
R	594	1583	0.81	0.38	31.0	C		
Westbound								
L	376	1770	0.74	0.21	37.0	D		
T	1685	3547	0.39	0.47	13.7	B	20.4	C
R	752	1583	0.03	0.47	11.2	B		
Northbound								
L	730	3437	0.56	0.21	29.1	C		
T	303	1863	0.00	0.16	28.1	C	29.9	C
R	257	1583	0.51	0.16	32.4	C		
Southbound								
L	111	1770	0.49	0.06	39.6	D		
T	140	1863	0.00	0.08	34.2	C	38.8	D
	119	1583	0.09	0.08	34.8	C		
Intersection Delay = 27.2 (sec/veh) Intersection LOS = C								

HCS2000: Signalized Intersections Release 4.1e

Analyst: DAL
 Agency: Solaequi Engineers
 Date: 4/6/2005
 Period: AM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Main Street (U.S. Hwy. 50A) N/S St: Jackson Ranch Access

Inter.: Main & Jackson Ranch Access
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Buildout + Other

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	2	1	1	2	1	2	1	1	1	1	1
LGConfig	L	T	R	L	T	R	L	T	R	L	T	R
Volume	10	452	132	98	790	42	427	0	236	22	0	6
Lane Width	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vol			33			10			59			1

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination		1	2	3	4	5	6	7	8
EB	Left	A				NB Left	A		
	Thru			A		Thru	A	A	
	Right			A		Right	A	A	
	Peds			X		Peds		X	
WB	Left	A	A			SB Left	A		
	Thru		A	A		Thru		A	
	Right		A	A		Right		A	
	Peds			X		Peds		X	
B	Right					EB Right			
SB	Right					WB Right			
Green		6.0	7.0	21.0			7.0	7.0	7.0
Yellow		4.0	0.0	4.0			4.0	4.0	4.0
All Red		1.0	0.0	1.0			1.0	1.0	1.0

Cycle Length: 80.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	133	1770	0.08	0.08	34.7	C		
T	931	3547	0.51	0.26	25.6	C	25.4	C
R	416	1583	0.25	0.26	23.6	C		
Westbound								
L	398	1770	0.26	0.22	25.9	C		
T	1241	3547	0.67	0.35	23.5	C	23.5	C
R	554	1583	0.06	0.35	17.3	B		
Northbound								
L	816	3437	0.55	0.24	27.6	C		
T	442	1863	0.00	0.24	23.3	C	27.5	C
R	376	1583	0.49	0.24	27.4	C		
Southbound								
L	155	1770	0.15	0.09	34.2	C		
T	163	1863	0.00	0.09	33.3	C	34.1	C
R	139	1583	0.04	0.09	33.5	C		
Intersection Delay = 25.3 (sec/veh) Intersection LOS = C								

HCS2000: Signalized Intersections Release 4.1e

Analyst: DAL
 Agency: Solaegui Engineers
 Date: 4/6/2005
 Period: PM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Main Street (U.S. Hwy. 50A)

Inter.: Main & Jackson Ranch Access
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Buildout + Other
 N/S St: Jackson Ranch Access

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	2	1	1	2	1	2	1	1	1	1	1
LGConfig	L	T	R	L	T	R	L	T	R	L	T	R
Volume	7	1094	365	264	627	29	271	0	166	51	0	13
Lane Width	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vol			121			7			55			3

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				NB Left	A	A	
Thru			A		Thru		A	
Right			A		Right		A	
Peds			X		Peds		X	
WB Left	A	A			SB Left	A		
Thru		A	A		Thru		A	
Right		A	A		Right		A	
Peds			X		Peds		X	
NB Right					EB Right			
SB Right					WB Right			
Green	5.0	6.0	30.0		7.0	5.0	7.0	
Yellow	4.0	0.0	4.0		4.0	0.0	4.0	
All Red	1.0	0.0	1.0		1.0	0.0	1.0	

Cycle Length: 80.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	111	1770	0.06	0.06	35.5	D		
T	1330	3547	0.87	0.38	29.4	C	27.6	C
R	594	1583	0.43	0.38	19.2	B		
Westbound								
L	354	1770	0.79	0.20	41.5	D		
T	1596	3547	0.41	0.45	15.0	B	22.6	C
R	712	1583	0.03	0.45	12.3	B		
Northbound								
L	730	3437	0.39	0.21	27.4	C		
T	279	1863	0.00	0.15	28.9	C	29.0	C
R	237	1583	0.49	0.15	32.8	C		
Southbound								
L	155	1770	0.35	0.09	35.7	D		
T	163	1863	0.00	0.09	33.3	C	35.4	D
R	139	1583	0.08	0.09	33.8	C		
Intersection Delay = 26.3 (sec/veh) Intersection LOS = C								

Analyst: DAL
 Agency: Solaegui Engineers
 Date: 4/8/2005
 Period: AM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Parker North Access

Inter.: US 95A & Parker North Access
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Phase 2 + Other
 N/S St: U.S. Highway 95A

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	0	1	0	0	0	1	1	0	0	1	1
LGConfig	L		R				L	T			T	R
Volume	421		18				5	531			260	139
Lane Width	12.0		12.0				12.0	12.0			12.0	12.0
RTOR Vol			4									34

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination		1	2	3	4	5	6	7	8
EB	Left	A				NB Left	A	A	
	Thru					Thru		A	
	Right	A				Right			
	Peds	X				Peds			
WB	Left					SB Left			
	Thru					Thru	A		
	Right					Right	A		
	Peds	X				Peds			
EB	Right					EB Right			
SB	Right					WB Right			
Green		10.0					1.0	24.0	
Yellow		4.0					4.0	4.0	
All Red		1.0					1.0	1.0	

Cycle Length: 50.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	687	3437	0.64	0.20	20.5	C	20.3	C
R	317	1583	0.05	0.20	16.2	B		
Westbound								
Northbound								
L	563	1770	0.01	0.60	4.3	A	11.0	B
T	894	1863	0.63	0.48	11.0	B		
Southbound								
T	894	1863	0.31	0.48	8.1	A	7.9	A
	760	1583	0.15	0.48	7.4	A		
Intersection Delay = 13.2 (sec/veh) Intersection LOS = B								

HCS2000: Signalized Intersections Release 4.1e

Analyst: Inter.: US 95A & Parker North Access
 Agency: Solaegui Engineers Area Type: All other areas
 Date: 4/8/2005 Jurisd: City of Fernley/NDOT
 Period: PM Peak Hour Year : Existing + Phase 2 + Other
 Project ID: Fernley BC Ranch
 E/W St: Parker North Access N/S St: U.S. Highway 95A

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	0	1	0	0	0	1	1	0	0	1	1
LGConfig	L		R				L	T			T	R
Volume	246		8				14	413			519	420
Lane Width	12.0		12.0				12.0	12.0			12.0	12.0
RTOR Vol			2									105

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination	1	2	3	4	5	6	7	8
EB Left	A				NB Left	A	A	
Thru					Thru		A	
Right	A				Right			
Peds	X				Peds			
WB Left					SB Left			
Thru					Thru		A	
Right					Right		A	
Peds	X				Peds			
EB Right					EB Right			
SB Right					WB Right			
Green	6.0					1.0	28.0	
Yellow	4.0					4.0	4.0	
All Red	1.0					1.0	1.0	

Cycle Length: 50.0 secs

Intersection Performance Summary

Appr/Lane	Lane Group	Adj Sat Flow Rate	Ratios		Lane Group		Approach	
Grp	Capacity	(s)	v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	412	3437	0.63	0.12	24.0	C	23.9	C
R	190	1583	0.03	0.12	19.5	B		
Westbound								
Northbound								
L	436	1770	0.03	0.68	3.5	A		
T	1043	1863	0.42	0.56	6.6	A	6.5	A
Southbound								
T	1043	1863	0.52	0.56	7.3	A	7.0	A
	886	1583	0.37	0.56	6.4	A		
Intersection Delay = 9.7					(sec/veh)		Intersection LOS = A	

HCS2000: Signalized Intersections Release 4.1e

Analyst: DAL
 Agency: Solaegui Engineers
 Date: 4/8/2005
 Period: AM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Parker North Access

Inter.: US 95A & Parker North Access
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Buildout + Other
 N/S St: U.S. Highway 95A

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	0	1	0	0	0	1	1	0	0	1	1
LGConfig	L		R				L	T			T	R
Volume	381		11				2	427			273	123
Lane Width	12.0		12.0				12.0	12.0			12.0	12.0
RTOR Vol			2									30

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination		1	2	3	4	5	6	7	8
EB	Left	A				NB	Left	A	A
	Thru						Thru		A
	Right	A					Right		
	Peds	X					Peds		
WB	Left					SB	Left		
	Thru						Thru	A	
	Right						Right	A	
	Peds	X					Peds		
NB	Right					EB	Right		
SB	Right					WB	Right		
Green		10.0					1.0	24.0	
Yellow		4.0					4.0	4.0	
All Red		1.0					1.0	1.0	

Cycle Length: 50.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	687	3437	0.58	0.20	19.4	B	19.3	B
R	317	1583	0.03	0.20	16.1	B		
Westbound								
Northbound								
L	557	1770	0.00	0.60	4.3	A	9.3	A
T	894	1863	0.50	0.48	9.4	A		
Southbound								
T	894	1863	0.32	0.48	8.2	A	8.0	A
L	760	1583	0.13	0.48	7.3	A		
Intersection Delay = 12.2 (sec/veh) Intersection LOS = B								

HCS2000: Signalized Intersections Release 4.1e

Analyst: DAL
 Agency: Solaegui Engineers
 Date: 4/8/2005
 Period: PM Peak Hour
 Project ID: Fernley BC Ranch
 E/W St: Parker North Access

Inter.: US 95A & Parker North Access
 Area Type: All other areas
 Jurisd: City of Fernley/NDOT
 Year : Existing + Buildout + Other
 N/S St: U.S. Highway 95A

SIGNALIZED INTERSECTION SUMMARY

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	0	1	0	0	0	1	1	0	0	1	1
LGConfig	L		R				L	T			T	R
Volume	224		4				8	393			531	373
Lane Width	12.0		12.0				12.0	12.0			12.0	12.0
RTOR Vol			1									93

Duration 0.25 Area Type: All other areas

Signal Operations

Phase Combination		1	2	3	4	5	6	7	8
EB	Left	A				NB Left	A	A	
	Thru					Thru		A	
	Right	A				Right			
	Peds	X				Peds			
WB	Left					SB Left			
	Thru					Thru	A		
	Right					Right	A		
	Peds	X				Peds			
B	Right					EB Right			
SB	Right					WB Right			
Green		6.0					1.0	28.0	
Yellow		4.0					4.0	4.0	
All Red		1.0					1.0	1.0	

Cycle Length: 50.0 secs

Intersection Performance Summary

Appr/ Lane Grp	Lane Group Capacity	Adj Sat Flow Rate (s)	Ratios		Lane Group		Approach	
			v/c	g/C	Delay	LOS	Delay	LOS
Eastbound								
L	412	3437	0.57	0.12	22.7	C	22.7	C
R	190	1583	0.02	0.12	19.4	B		
Westbound								
Northbound								
L	426	1770	0.02	0.68	3.6	A		
T	1043	1863	0.40	0.56	6.5	A	6.4	A
Southbound								
T	1043	1863	0.54	0.56	7.5	A	7.0	A
	886	1583	0.33	0.56	6.2	A		
Intersection Delay = 9.3 (sec/veh) Intersection LOS = A								

TWO-WAY STOP CONTROL SUMMARY

Analyst: DAL
 Agency/Co.: Solaegui Engineers
 Date Performed: 4/6/2005
 Analysis Time Period: AM Peak Hour
 Intersection: U.S 95A & South Access
 Jurisdiction: City of Fernley/NDOT
 Units: U. S. Customary
 Analysis Year: Existing + Buildout + Other
 Project ID: Fernley BC Ranch
 East/West Street: South Access
 North/South Street: U.S. Highway 95A
 Intersection Orientation: NS Study period (hrs): 0.25

Vehicle Volumes and Adjustments

Major Street: Approach Movement	Northbound				Southbound		
	1 L	2 T	3 R	4 L	5 T	6 R	
Volume		931			742	58	
Peak-Hour Factor, PHF		0.95			0.95	0.95	
Hourly Flow Rate, HFR		980			781	61	
Percent Heavy Vehicles		--	--		--	--	
Median Type/Storage	Undivided				/		
RT Channelized?						No	
Lanes		1			1	1	
Configuration		T			T	R	
Upstream Signal?		No			No		

Minor Street: Approach Movement	Westbound				Eastbound		
	7 L	8 T	9 R	10 L	11 T	12 R	
Volume						11	
Peak Hour Factor, PHF						0.95	
Hourly Flow Rate, HFR						11	
Percent Heavy Vehicles						2	
Percent Grade (%)		0			0		
Flared Approach: Exists?/Storage				/		/	
Lanes						1	
Configuration						R	

Delay, Queue Length, and Level of Service

Approach Movement	NB		SB		Westbound			Eastbound		
	1	4	7	8	9	10	11	12		
Lane Config										R
v (vph)										11
C(m) (vph)										395
v/c										0.03
95% queue length										0.09
Control Delay										14.4
LOS										B
Approach Delay								14.4		
Approach LOS								B		

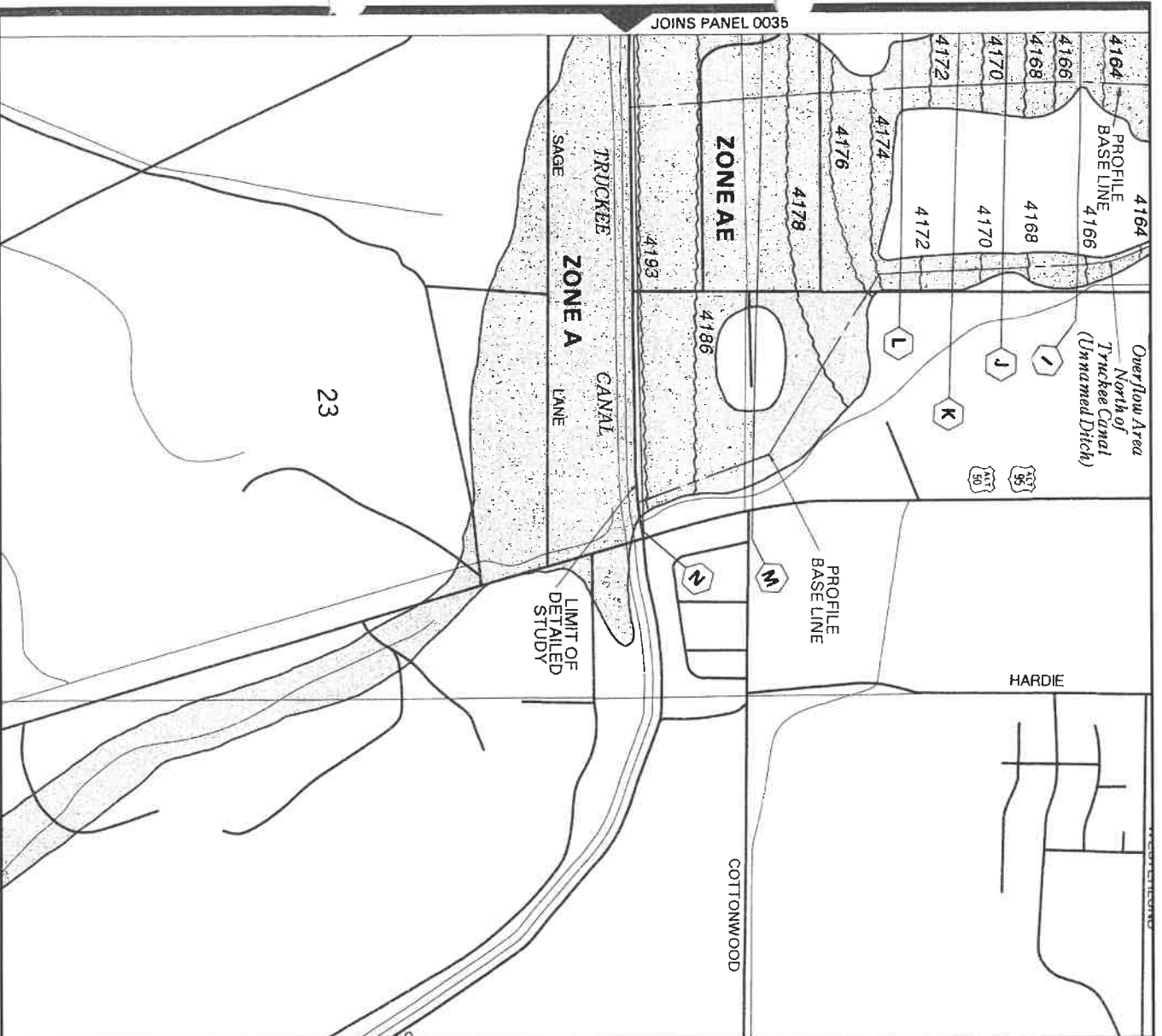
TWO-WAY STOP CONTROL SUMMARY

Analyst: DAL
 Agency/Co.: Solaegui Engineers
 Date Performed: 4/6/2005
 Analysis Time Period: PM Peak Hour
 Intersection: U.S 95A & South Access
 Jurisdiction: City of Fernley/NDOT
 Units: U. S. Customary
 Analysis Year: Existing + Buildout + Other
 Project ID: Fernley BC Ranch
 East/West Street: South Access
 North/South Street: U.S. Highway 95A
 Intersection Orientation: NS Study period (hrs): 0.25

		Vehicle Volumes and Adjustments					
Major Street:	Approach	Northbound			Southbound		
	Movement	1	2	3	4	5	6
		L	T	R	L	T	R
Volume			671			889	210
Peak-Hour Factor, PHF			0.95			0.95	0.95
Hourly Flow Rate, HFR			706			935	221
Percent Heavy Vehicles			--	--		--	--
Median Type/Storage		Undivided			/		
RT Channelized?						No	
Lanes			1			1	1
Configuration			T			T	R
Upstream Signal?			No			No	

Minor Street:	Approach	Westbound			Eastbound		
	Movement	7	8	9	10	11	12
		L	T	R	L	T	R
Volume							47
Peak Hour Factor, PHF							0.95
Hourly Flow Rate, HFR							49
Percent Heavy Vehicles							2
Percent Grade (%)			0			0	
Flared Approach: Exists?/Storage					/		/
Lanes							1
Configuration							R

		Delay, Queue Length, and Level of Service						
Approach		NB	SB	Westbound			Eastbound	
Movement		1	4	7	8	9	10	11 12
Lane Config								R
v (vph)								49
C(m) (vph)								322
v/c								0.15
95% queue length								0.53
Control Delay								18.2
LOS								C
Approach Delay							18.2	
Approach LOS							C	



APPROXIMATE SCALE IN FEET

1000 0 1000

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

LYON COUNTY,
NEVADA
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
320029 0055 C

MAP REVISED:
NOVEMBER 20, 1998

Federal Emergency Management Agency



This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Alisa Johansson

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion
Ordinance

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding the First Amendment to the Red Hawk Ranch Development Agreement (Bill #368, DA20002-AMD1) submitted by Wood Rodgers, Inc. on behalf of Red Hawk Ranch LLC, Series B and DB-BB Investments I, LCC to request the following changes: 1) incorporate all property owners and parcels into the agreement, 2) extend the expiration date of all applicable tentative subdivision maps, 3) establish the framework for a future Special Assessment District, 4) allow an on-site density transfer, and 5) relocate the community park. The Red Hawk Ranch Development Agreement, as amended, encompasses four (4) parcels totaling approximately 161.09 acres in area (APNs 021-041-07, -08, -09, -10).

AGENDA ITEM BRIEF:

City Council authorized the City of Fernley to enter into a Development Agreement with the developer of Red Hawk Ranch on February 3, 2021. The original agreement primarily dealt with adjacency standards as they would be applied to development within the future subdivisions. Tentative subdivision maps TSM21004 and TSM22007 were approved in 2022. The proposed amendment (AMD1) intends to add several additional stipulations to the Development Agreement while extending the expiration dates for the applicable tentative maps.

At the September 10th Planning Commission meeting, the Commission unanimously voted to recommend approval of the proposed amendment. First reading of this item was conducted at the October 1st City Council meeting.

RECOMMENDED MOTION:

"Based on the analysis presented in the staff report, I move to approve and adopt Bill 368 and DA20002-AMD1 amending the Development Agreement for Red Hawk Ranch as proposed."

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:Denial

“Based on the analysis presented in the staff report, the facts of the case, and information provided through public comment, I move to deny Bill 368 and DA20002-AMD1 amending the Development Agreement for Red Hawk Ranch because I am unable to make the following required finding(s):
(State finding and supporting analysis—repeat for each applicable finding).”

Modification

“Based on the analysis presented in the staff report, the facts of the case, and information provided through public comment, I move to approve and adopt Bill 368 and DA20002-AMD1 amending the Development Agreement for Red Hawk Ranch with the following modification(s):
(Identify proposed modification and state rationale—repeat for each requested modification).”

BACKGROUND:Site, Vicinity, & History

Presently undeveloped, the site is generally flat and sparsely vegetated, with trees and shrubs present along the perimeter of active and inactive farming fields. Gravel and dirt roads provide connection to the site from adjoining roadways. The immediate vicinity is likewise characterized by low density developments consisting of pastures, rural residences, and small-scale commercial buildings along Stock Lane and Main Street.

Development of the subject property has been the objective of many mapping and entitlement applications over the years. In its current form, the project has most recently been reviewed and tentatively approved as Red Hawk Ranch (TSM21004) and the Duets at Red Hawk Ranch (TSM22007). The Development Agreement for Red Hawk Ranch (DA20002) originally encompassed three parcels and was executed as part of a past Zoning Map Amendment approval process (ZMA20001) in response to community and regulatory body feedback regarding adjacency requirements and compatibility with the existing rural agricultural fabric in the Stock Lane area of Fernley.

Amendment Scope

The current amendment request consists of several new stipulations intended to assist the developers in advancing the project to completion. The full scope of the proposed amendment is as follows:

1. Incorporate all property owners and parcels into the agreement,
The Red Hawk Ranch Development Agreement originally encompassed three parcels (APNs 021-041-07, -08, and -10). The adjoining fourth parcel (021-041-09), previously known as “Duets at Red Hawk Ranch” is now proposed to be incorporated into the agreement.
2. Extend the expiration date of all applicable tentative subdivision maps,
TSM21004 and TSM22007 are set to expire on January 19, 2026 and December 7, 2026, respectively. The final expiration date for both maps is proposed to be extended to December 31, 2031. This adjusted expiration date includes the two-year extensions allowable under Nevada Revised Statutes 278.360(1)(c).

3. Establish the framework for a future Special Assessment District, Infrastructure planning and development constitutes a significant challenge to Fernley's development community. On June 4, 2025, the Fernley City Council approved a resolution to adopt Special Assessment District guidelines consistent with Nevada Revised Statutes Chapter 271. This resolution (25-005) and the associated guidelines are attached to this staff report for reference. The Red Hawk Ranch development team wishes to utilize these guidelines to establish a SAD which will provide some relief from the upfront cost associated with installation of utility and roadway infrastructure within and connecting to these subdivisions. The SAD would finance the following improvements: 1) Offsite roadways and associated improvements, 2) Off-site sewer and other utility connections, 3) Backbone (on-site) roadways and utilities, 4) Mass grading for the overall site including the drainage channel and retention basin, and 5) Community park improvements in the retention basin.

4. Allow an on-site density transfer, As the projects' final designs have progressed, storm and surface water controls have been particularly challenging to address. The need to devote a substantial amount of the overall site area to stormwater infrastructure necessitates relocation of allowable density from one portion of the site to another. This transfer does not change the total number of dwelling units allowed and only adjusts their potential location. This transfer does not alter the previously-approved tentative subdivision maps and only applies to the central portion of the site that has not yet been platted.

5. Relocate the community park. To provide a more substantial community benefit, the developers are proposing to relocate the community park to the retention basin. Previously proposed in the southeast corner of the Red Hawk Ranch subdivision, the adjusted location in the northwest corner is more conducive to use by all residents of the now joined developments as well as the broader community. The preliminary design for the retention basin allows the park to roughly double in size, accommodating additional turf areas suitable for community events and even tournament or championship sporting events. This shift enhances the landscaping and active use of the retention basin, contributing to efficient use of land within the development site.

Analysis: Development Agreement

Development agreements are committed to the city council's legislative discretion. The city council may approve the development agreement if it meets the following criteria.

1. Consistent with the city's master plan (NRS 278.0284);

The proposed amendment to the Red Hawk Ranch Development Agreement is consistent with the Comprehensive Master Plan's overarching goal of facilitating orderly, responsible growth and development in the City. The proposed amendment, in its facilitation of the advancement of the subject projects, is also supported by the following specific goals and policies:

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.

The proposed amendment includes two stipulations that support this goal: the on-site density transfer and the relocation of the community park. By allowing the developer to shift allowable housing units from one portion of the site to another, effective stormwater controls are made feasible without sacrificing valuable potential housing stock. By relocating the community park to within the retention basin, the large area of land devoted to flood control is given a dual purpose, increasing the efficiency of the development of the site while simultaneously siting the park in a portion of the property that is more accessible and visible to the community.

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

Sited south of Main Street and east of Stock Lane, the property is located at the western end of the downtown core where existing aging developments punctuate tracts of vacant land. The proposed housing types, duplex and single-family, while not as dense as true multifamily developments, still provide plentiful housing opportunities in close proximity to downtown Fernley while also establishing an informal gateway and welcoming presence as travelers proceed east along Main Street.

HP.1.6 Provide a spectrum of high quality housing to meet the City's need.

The proposed unit and lot size mix contribute to the variety and spectrum of housing options called for in the Comprehensive Master Plan. The proposed amendment facilitates successful advancement of a project that may otherwise be abandoned.

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.

As part of the tentative subdivision mapping process, the proposed development's impacts to existing infrastructure were preliminarily analyzed. In authorizing the developer to engage with the City in the creation of a Special Assessment District, the City ensures that necessary infrastructure is constructed to standards while reducing risk for the project's development team, thereby encouraging completion of the project.

LU.1.5.1 Encourage the intensification of land use in the existing community core.

Located in the existing community core and defined as an infill site, the development proposes intensification of land use in the portion of the City emphasized in this goal. The proposed development agreement amendment seeks to ensure the project's success by facilitating completion of the project.

LU.1.9 Sustain the residential character of the Stock Lane area.

Sited along the east side of Stock Lane, the project is not mapped within the Stock Lane Special Planning Area. However, the property's location on the east side of Stock Lane, just beyond the SPA's boundary, supports this Master Plan goal by ensuring that residential development is present adjoining the Stock Lane SPA, reinforcing the residential character of the area.

2. Otherwise consistent with Nevada or federal law.

Both the original development agreement and the proposed amendment have been thoroughly vetted by the City Attorney as well as by City of Fernley's outside counsel. As adjusted, no apparent statutory violations or conflicts were noted and the amendment is presumed to comply with applicable State and federal law.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General References

Nevada Revised Statutes Chapter 271

Nevada Revised Statutes Chapter 278

City of Fernley Comprehensive Master Plan (2020 Update)

Fernley Municipal Code Title 32

Specific References

NRS 278.0201-.0207 – Agreement with governing body concerning development of land

FMC 32.03.100(a) – Development agreements

FINANCIAL IMPLICATIONS:

The amended agreement authorizes the formation of a Special Assessment District.

ATTACHMENTS:

1. Exhibit 1 - Bill 368
2. Exhibit 2 - Proposed Amendment
3. Exhibit 3 - Original Recorded Agreement
4. Exhibit 4 - Project Narrative and Maps - Applicant
5. Exhibit 5 - Resolution 25-005

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

BILL #368
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AUTHORIZING THE CITY OF FERNLEY TO ENTER INTO A AN AMENDED DEVELOPMENT AGREEMENT (DA20002-AMD1) WITH RED HAWK RANCH LLC SERIES B AND DB-BB INVESTMENTS I LLC, TO 1) INCORPORATE ALL PROPERTY OWNERS AND PARCELS INTO THE AGREEMENT, 2) EXTEND THE EXPIRATION DATE OF ALL APPLICABLE TENTATIVE SUBDIVISION MAPS, 3) ESTABLISH THE FRAMEWORK FOR A SPECIAL ASSESSMENT DISTRICT, 4) AUTHORIZE AN ON-SITE DENSITY TRANSFER, AND 5) RELOCATE THE COMMUNITY PARK, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO FOR A SITE APPROXIMATELY 161.09 ACRES IN SIZE GENERALLY LOCATED SOUTH OF MAIN STREET, EAST OF STOCK LANE, WEST OF MILLER LANE, AND NORTH OF THE EXISTING MILLER MEADOWS SUBDIVISION, FERNLEY, NV. (APN 021-041-07, 021-041-08, 021-041-09, AND 020-041-10)

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

Based on the provisions set forth in Nevada Revised Statutes and the City of Fernley Development Code, the Council does hereby authorize the City of Fernley to enter into a Development Agreement with Red Hawk Ranch LLC Series B and DB-BB Investments I LLC, as attached.

The Development Agreement and Development Agreement Amendment involve future development on the aforementioned parcels. The purpose of this development agreement amendment is to memorialize specific requirements and stipulations pertaining to said development, as attached.

BILL # 368 BEING HEREBY PROPOSED on the 1st day of October 2025.

BILL # 368 BEING HEREBY PASSED, APPROVED and ADOPTED this 15th day of October 2025, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Neal McIntyre, Mayor

Date: _____

Attest By: _____
Kim Swanson, City Clerk

Date: _____

APNs: 021-041-07, 021-041-08, 021-041-09,
021-041-10

Recording Requested By And
When Recorded, Mail To:

City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408
Attn: City Clerk

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

BETWEEN

**CITY OF FERNLEY,
a Nevada municipal corporation**

AND

**RED HAWK RANCH LLC, SERIES B,
a Nevada limited liability company**

**DB BB INVESTMENTS I, LLC,
a Nevada limited liability company**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) dated as of the date of City Council action listed on the signature page hereto (“Effective Date”) is made and entered into by and between (i) the City of Fernley, a Nevada municipal corporation (the “City”), and (ii) RED HAWK RANCH LLC, SERIES B, a Nevada limited liability company, and DB-BB INVESTMENTS I LLC, a Nevada limited liability company (collectively the “Developers” and each, individually, a “Developer”).

RECITALS

A. The City is authorized under the general laws of the State of Nevada to enact ordinances and enter into agreements to promote and safeguard the health, safety, and welfare of its citizens.

B. The City and Relief Springs, LLC, Series 3 entered into that certain Development Agreement dated March 13, 2021, and approved by the City Council on January 19, 2022 (the “Agreement”).

C. The Developers are now the owners of the Project Property and desire to amend the Agreement to include them as parties, extend certain Tentative Subdivision Maps, establish a framework for a Special Assessment District, allow density transfer due to drainage improvements, and relocate the community park.

D. The parties have determined that an amendment to the Development Agreement is necessary to incorporate both Developers, extend the Tentative Subdivision Maps, establish the framework for the Red Hawk Ranch Special Assessment District, allow density shift, and relocate the community park.

E. Pursuant to NRS 278.0201 through 278.0207 and Code §32.03.100, the parties desire to amend the Development Agreement to set forth the parties’ mutual understanding with respect to the orderly development of the Project.

F. The City Council, after recommendation by the Planning Commission, having determined that all of the procedural requirements for approval of this Amendment have been satisfied and after giving notice as required by law, held a public meeting on _____, 2025 wherein the City Council found this Amendment to be: (1) in the public interest; (2) in conformance with the City’s comprehensive and other plans, policies, and regulations; and (3) lawful in all respects.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Capitalized and Conflicting Terms; Continued Effect; Captions.** Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Agreement. To the extent the provisions of this Amendment conflict with any of the terms and conditions of the Agreement the provisions of this Amendment shall control. The parties acknowledge and agree that, except as specifically modified hereby, each of the terms and conditions of the Agreement shall remain in full force and effect.

2. **Amendment to Article 1 - Parties and Property Description.** Article 1 of the Agreement is hereby amended to replace “Developer” Relief Springs, LLC, Series 3 with the following Developers:

Red Hawk Ranch LLC, Series B,
a Nevada limited liability company
14230 E. Windriver Drive Reno, NV 89511

DB-BB Investments I LLC,
a Nevada limited liability company
14230 E. Windriver Drive Reno, NV 89511

The “Project Property” is amended to include APN 021-041-09, with the legal description in Exhibit A hereto.

3. **Amendment to Article 3 - Development Matters.** Article 3 of the Agreement is hereby amended by adding the following new sections:

Section 3.5 Tentative Subdivision Map Extensions. The terms of the approved Tentative Subdivision Maps TSM21004 (approved January 19, 2022) and TSM22007 (approved December 7, 2022) are hereby extended to December 31, 2031.

Section 3.6 Special Assessment District Framework. The parties agree to establish a Special Assessment District (SAD) for the Project Property to finance the following improvements:

- (a) Offsite roadway and associated improvements including Main Street, Stock Lane, and Miller Lane (as conditioned in the TSMs).
- (b) Off-site sewer and other utility connections.
- (c) Backbone roadways and utilities.
- (d) Mass grading for the overall site including drainage channel and retention basin.
- (e) Community park improvements in the retention basin.

The SAD shall be formed in accordance with NRS 271 and the City's guidelines adopted by Resolution #25-005 on June 4, 2025. Maintenance of the community park shall be addressed in a future agreement between the City and the applicable homeowners' association.

Section 3.7 Density Transfer. The Developers are permitted to shift the density encompassed by the drainage channel and retention basin (approximately 191

units) to any location within the Project Property, provided that the total number of units developed across the Project Property does not exceed the maximum allowable number of units for the Project Property as a whole, and this transfer shall not be restricted by maximum density limits applicable to any sub-areas or portions thereof.

Section 3.8 Community Park Relocation. The proposed community park shall be shifted from the southeast corner of Red Hawk Ranch to the retention basin to provide a larger community amenity.

4. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
5. Counterparts. The Parties may sign this Amendment in multiple identical counterparts, all of which taken together shall constitute one and the same Amendment. Further, the Parties shall treat a copy of an original signature to this Amendment for all purposes as an original signature. The parties shall consider a copy of the signed Amendment for all purposes as an original of the Amendment to the maximum extent permitted by law, and no party to this Amendment shall have any obligation to retain a version of this Amendment that contains original signatures in order to enforce this Amendment, or for any other purpose.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF FERNLEY, a municipal corporation
and political subdivision of the State of Nevada

Neal E. McIntyre, Mayor

ATTEST

By: _____
Kim Swanson, City Clerk

Date of City Council Action: _____

APPROVED AS TO FORM

By: _____
Aaron Mouritsen, City Attorney

DEVELOPER

RED HAWK RANCH LLC, SERIES B,
a Nevada limited liability company

Todd Pardula, Manager

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2025 by Todd Pardula as Manager of Red Hawk Ranch LLC, Series B, a Nevada limited liability company.

Notary Public

DEVELOPER

DB BB INVESTMENTS I LLC,
a Nevada limited liability company

Brandon Barker, Manager

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2025 by Brandon Barker as Manager of DB BB Investments I, LLC, a Nevada limited liability company.

Notary Public

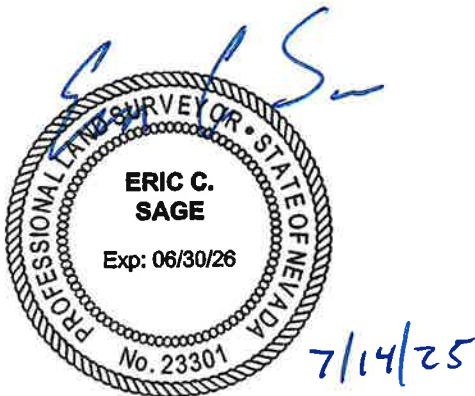
Exhibit A
PROJECT LEGAL DESCRIPTION

**PROJECT
LEGAL DESCRIPTION**

All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Fourteen (14), Township North (20) North, Range Twenty-Four (24) East, Mount Diablo Meridian, City of Fernley, County of Lyon, State of Nevada. Being Parcels 1, 2, 3, and 4 as shown on the Parcel Map for SCC-Canyon II, LLC, filed in the official record of Lyon County, State of Nevada, on January 27, 2006, as Document Number 373825.

APNs: 021-041-07, 021-041-08, 021-041-09 & 021-041-10

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



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

DOC #: 633401
CONFORMED COPY

(Not Compared to Original)

03/22/2021 02:12 PM

OFFICIAL RECORD

Requested By:
CITY OF FERNLEY

Lyon County, NV
Margie Kassebaum, Recorder

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

BILL #292
CITY OF FERNLEY
ORDINANCE # 2021-001

AN ORDINANCE AUTHORIZING THE CITY OF FERNLEY TO ENTER INTO A DEVELOPMENT AGREEMENT (DA20002) WITH RELIEF SPRINGS, LLC, TO ESTABLISH SPECIFIC ADJACENCY STANDARDS FOR FUTURE DEVELOPMENT IN COMPLIANCE WITH THE ADJACENCY STANDARDS SET FORTH IN §32.09.030 OF THE FERNLEY MUNICIPAL CODE, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO FOR A SITE APPROXIMATELY 129.94 ACRES IN SIZE GENERALLY LOCATED SOUTH OF MAIN STREET, EAST OF STOCK LANE, WEST OF MILLER LANE, AND NORTH OF THE EXISTING MILLER MEADOWS SUBDIVISION, FERNLEY, NV. (APN 021-041-07, 021-041-08, AND 020-041-10)

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

Based on the provisions set forth in Nevada Revised Statutes and the City of Fernley Development Code, the Council does hereby authorize the City of Fernley to enter into a Development Agreement with Relief Springs, LLC, as attached.

The Development Agreement involves future development on the aforementioned parcels. The purpose of this development agreement is to memorialize specific requirements which would satisfy the adjacency standards set forth in §32.09.030 of the Fernley Municipal Code.

BILL # 292 BEING HEREBY PROPOSED on the 6th day of January 2021.

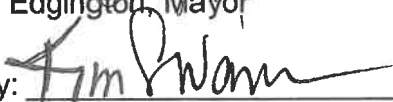
BILL # 292 BEING HEREBY PASSED, APPROVED and ADOPTED this 20th day of January 2021, by the following vote of the Council:

Ayes: 4 Nays: 1 Abstentions: 0 Absent: 0

FERNLEY CITY COUNCIL

By: 
Roy Edgington, Mayor

Date: 2-3-21

Attest By: 
Kim Swanson, City Clerk

Date: 2/3/2021

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

DEVELOPMENT AGREEMENT

Article 1. Parties, definitions and property description.

This Development Agreement (“**Agreement**”) is by and between:

“**Developer**” **Relief Springs, LLC,**
 a Nevada limited liability company, Series 3
 14230 E. Windriver Drive
 Reno, NV 89511
 Fax No.: 775-_____

“**City**” City of Fernley, a Nevada municipal corporation
 595 Silver Lace Boulevard
 Fernley, NV 89408
 Fax No.: 775-_____

Key definitions in this Agreement are:

“**Project**” means the residential project located off West Main Street, just to the east of Stock Lane and just to the west of Miller Lane, in Fernley, Nevada.

“**Project Property**” means that real property located in the City of Fernley, County of Lyon, State of Nevada, more particularly described as **Exhibit A** attached hereto, having APNs 021-041-07, 021-041-08, and 020-041-10.

Article 2. Recitals.

- A. Developer is the current owner of the Project Property and is the developer of the Project.
- B. The vast majority of the Project Property is presently located in zoning district SF12 (Residential Single Family 12,000 square feet), with a small portion of the Project Property presently located in zoning district C1 (neighborhood commercial). The land located to the west and to the south of the Project Property is generally zoned RR1 (Rural Residential 1-acre), with pockets of RR5 (Rural Residential 5-acre) and SF6 (Residential Single Family 6,000 square feet).
- C. The Developer has submitted an application for a Zoning Map Amendment (“**Map Amendment**”) to effect a zone change for the Project Property from SF12 (Residential Single

Family 12,000 square feet) to SF6 (Residential Single Family 6,000 square feet), and from SF12 (Residential Single Family 12,000 square feet) and C1 (neighborhood commercial) to MDR14 (Residential Medium Density Residential 14 dwelling units per acre), all as more particularly set forth in the Map Amendment application. Reference is hereby made to Developer's application for the Map Amendment relative to any submission requirements for this Agreement identified in Table A-1 (Application Checklists) of the City's Municipal Code ("**Code**").

- D. Given the land uses surrounding the Project Property, were the City to approve the Map Amendment application, development of the Project Property would require implementation of the City's lot adjacency and transition standards set forth in §32.09.030(D) of the Code (the "**Adjacency Rule**").
- E. The Adjacency Rule favors flexibility by granting the City discretion to determine appropriate transition requirements on a case-by-case basis. That being said, given the size and location of the Project Property, and the potential density of the Project, both the City and Developer desire to set expectations and agree how the Adjacency Rule will be applied in the event the City approves Developer's Map Amendment application. The City and Developer intend that this Agreement memorialize and effectuate their understanding of the proper application of the Adjacency Rule to development of the Project Property in the event of the City's approval of Developer's Map Amendment application.
- F. The City is authorized, pursuant to NRS 278.0201 through 278.0207, inclusive, and Code §32.03.100(a), to enter into binding development agreements with any person having a legal or equitable interest in land concerning the development of that land—such as an agreement to determine proper application of the Adjacency Rule to particular property—provided that such agreement is consistent with the City of Fernley Comprehensive Master Plan August 2018 ("**Master Plan**").
- G. The Master Plan includes the following goals:
- 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. Master Plan §HP.1.1.
 - Encourage housing that supports sustainable development patterns by promoting the efficient use of land [...and] easy access to services and public facilities[...]. Master Plan §HP.1.2.
 - Strive for viable mixed income neighborhoods throughout Fernley that collectively reflect the diversity of housing types and tenure (rental and ownership). Master Plan §HP.1.3.

- Provide opportunities for high-density residential development near the downtown core and elsewhere in the community where appropriate. Master Plan §HP.1.4.
- Encourage new development in areas where adequate public services and facilities can be provided efficiently. Master Plan §LU.1.1
- Encourage new development to be in accordance with the Comprehensive Master Plan land use category. Master Plan §LU.12.
- Promote infill development. Master Plan §LU.1.5.

H. By entering into this Agreement establishing application of the Adjacency Rule to future development of the Project Property as zoned per the Map Amendment, the City will achieve the certainly both the City and Developer require to move forward with Developer's Map Amendment application, approval of which in turn would be consistent with the City's goals set forth in the Master Plan as identified in Recital G above. As such, approval of this Agreement is consistent with the Master Plan, as required by NRS 278.0203 and Code §32.03.100(A)(6)(a).

I. Acknowledging the foregoing, the parties desire to enter into this Agreement to confirm the proper requirements for implementing the Adjacency Rule in relation to the Project and Project Property, and to provide for such other matters as set forth herein.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 3. Development Matters.

Section 3.1 Development Standards.

The permitted uses of the Project Property, the density or intensity of its use, the maximum height and size of the proposed buildings, and any dedication of any portion of the Project Property to the City for public use shall be as provided in this Agreement, the Map Amendment, the Code, and any future entitlements or approvals issued by the City for the Project or the Project Property, as the same may hereafter be revised, modified or amended from time to time in accordance with applicable law.

Section 3.2 Adjacency Rule.

The City and Developer agree that the Adjacency Rule, as applied to the Project, the Project Property, and all future permits and approvals considered by the City in connection therewith, shall require the following development standards and impose the following development constraints upon the Project Property:

(1) There shall be a Buffer Zone along the southerly boundary of the Project Property, which Buffer Zone shall include all that area within twenty feet of the southerly boundary of the Project Property, and may include, in the City's discretion, any area within fifty feet of the southerly boundary of the Project Property (such area, the "**Southern Buffer Zone**"). Similarly, there shall be a Buffer Zone along the westerly boundary of the Project Property, which Buffer Zone shall include all that area within twenty feet of the easterly boundary of the Stock Lane right-of-way as it runs parallel to the westerly boundary of the Project Property, and may include, in the City's discretion, any area within fifty feet of the easterly boundary of the Stock Lane right-of-way as it runs parallel to the westerly boundary of the Project Property (such area, the "**Western Buffer Zone**"). As used herein, "**Buffer Zone**" means an area of common open space within the Project Property, which area may not be subdivided or used for single family homes, but may be improved with paths, trails, drainageways, landscaping berms, or other subdivision improvements.

(2) Each single-family residential lot that shares a common boundary line with the Southern Buffer Zone or the Western Buffer Zone, or for which no other single-family residential lot is located between it and the Southern Buffer Zone or the Western Buffer Zone, shall be not less than 15,000 square feet in total area, and the primary residence on each such lot (each, a "**Transition Lot**") shall be located at least twenty feet from any common boundary line between such Transition Lot and the Southern Buffer Zone or Western Buffer Zone, as applicable.

(3) The City will not issue a building permit for any residence, outbuilding, or accessory structure on a Transition Lot unless, in addition to satisfying all other conditions and requirements of the Code, the proposed residence, outbuilding, or accessory structure is single-story in height. Any right to a structure of any greater height on a Transition Lot is hereby waived.

(4) As to that portion of the Project Property zoned SF6 (Residential Single Family 6,000 square feet) following the City's approval of the Map Amendment, the total density on such portion of the Project Property shall not exceed three and sixth tenths (3.6) dwelling units per acre.

Section 3.3 No Further Requirements

Provided the requirements of Section 3.2 are met and/or satisfied, the City shall not require any further exaction, condition, mitigation, or standard of Developer, the Project, or the Project Property in satisfaction of the Adjacency Rule.

Section 3.4 Limitation.

The provisions of NRS 278.0201 apply to this Agreement.

Article 4. General Terms.

Section 4.1 Effective Date; approved by ordinance.

This Agreement is not effective until it has been approved by ordinance by the City Council and recorded in the Official Records of Lyon County, Nevada.

Section 4.2 Term; Cancellation.

This Agreement shall continue in full force and effect in perpetuity, unless cancelled in accordance with the terms NRS 278.0205. A cancellation of this Agreement is not effective or binding until approved by ordinance of the City Council and recorded in accordance with NRS 278.0205.

Section 4.3 Modifications and Amendments.

Modifications and amendments to this Agreement are not effective or binding until approved by ordinance of the City Council and recorded in accordance with NRS 278.0205. Without limiting any other notice required by applicable law, notice of the hearing on an ordinance amending or otherwise modifying this Agreement shall be provided by mail, consistent with Code Chapter 32.03.030, at least ten days in advance of such hearing to owners of property within 750 feet of the exterior limits of the Project Property.

Section 4.4 Breach.

A violation of this Agreement by a party shall be a breach of this Agreement by that party if, within 60 days after receipt of notice of such violation delivered in accordance with Section 4.7 below by the non-violating party, the party in violation fails to cure such violation.

Section 4.5 Entire Agreement.

With respect to the matters addressed herein (including the recitals), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties.

Section 4.6 Assignments; Transfer of rights.

Developer shall have the right to assign all or any portion of its rights and delegate any obligations under this Agreement to third parties who acquire fee simple absolute ownership to any portion of the Project Property.

Section 4.7 Notices; when deemed sufficiently given.

- A. Formal notices, demands and communications between the City and Developer must be in writing and must be sent to the addresses or facsimile numbers stated in Article 1 above and to each successor or assign of Developer to the address given by such party in writing and if no written notice is given, then to the address stated in the transfer agreement, and/or to any address or number subsequently communicated to the sending party in writing.
- B. If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given the earlier of when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt.

- C. If notice is sent by courier, or overnight delivery service (Federal Express, UPS Overnight, U.S. Postal Priority Mail), and is properly addressed, it will be deemed sufficiently given when delivered as indicated in the records of the courier or service.
- D. If notice is sent by facsimile, properly addressed to the addressee specified in Article 1 above and is actually sent to the correct facsimile number, it will be deemed sufficiently given when receipt is confirmed by either the receiving or sending facsimile machine, provided that that confirmation is in writing and sufficiently identifies the document, and indicates the time and date that the document was received by the receiving facsimile machine.

Section 4.8 Further documents.

Each party agrees to honor any reasonable requests by the other party to complete, execute, and deliver any document necessary to accomplish the purposes hereof.

Section 4.9 Reserved.

Section 4.10 Time of Essence.

Time is of the essence in the performance of this Agreement.

Section 4.11 Governing law.

The laws of the State of Nevada, without regard to conflicts of law principles, shall govern the interpretation and enforcement of this Agreement.

Section 4.12 Severability of invalid or unenforceable provisions.

If any provision If any provision contained in Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

Section 4.13 Binding effect; successors and assigns; assignment/delegation.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and permitted successors and assigns of the parties hereto. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as novation, or includes a waiver or abrogation of any defense to payment by Fernley, such offending portion of the assignment shall be void, and shall be a breach of this Agreement.

Section 4.14 No third-party beneficiaries intended.

Unless otherwise specifically identified in this Agreement, there are no third-party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

Section 4.15 Representation and warranties by persons who sign this Agreement.

Each person who signs this Agreement represents and warrants to each other person who signs this Agreement that he or she is an authorized agent of and has actual authority to execute this Agreement on behalf of the party for whom he or she is signing, and that all required approvals and actions have been taken to authorize the execution of this Agreement with the intent and effect of binding the party to this Agreement.

[Signature Page Follows]

EXECUTED on the dates indicated:

City:

CITY OF FERNLEY,
a Nevada municipal corporation

Dated 3/9, 2021

By: [Signature]
Its: Mayor

Attest:
[Signature]
City Clerk

Developer:

RELIEF SPRINGS, LLC,
a Nevada limited liability company-- Series 3

Dated 3/3, 2021

By: [Signature]
Name: Todd Pardula
Its: Manager

STATE OF NEVADA)
)
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 3, 2021 by Todd Pardula as Manager of RELIEF SPRINGS, LLC, a Nevada limited liability company – Series 3.

Notary Stamp Here 

[Signature]
Notary Public

My Commission Expires: 6/19/2022

EXHIBIT A

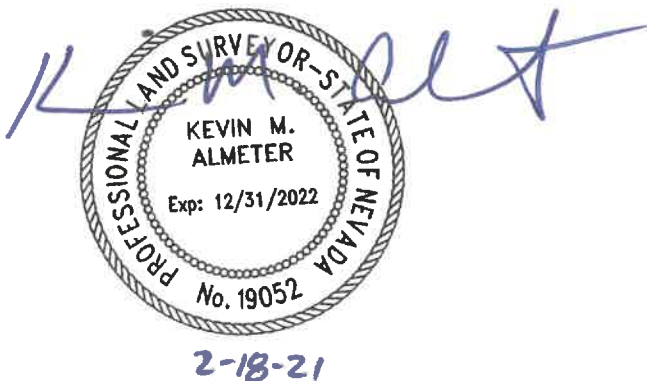
LEGAL DESCRIPTION

[SEE FOLLOWING PAGES]

**PROJECT
LEGAL DESCRIPTION**

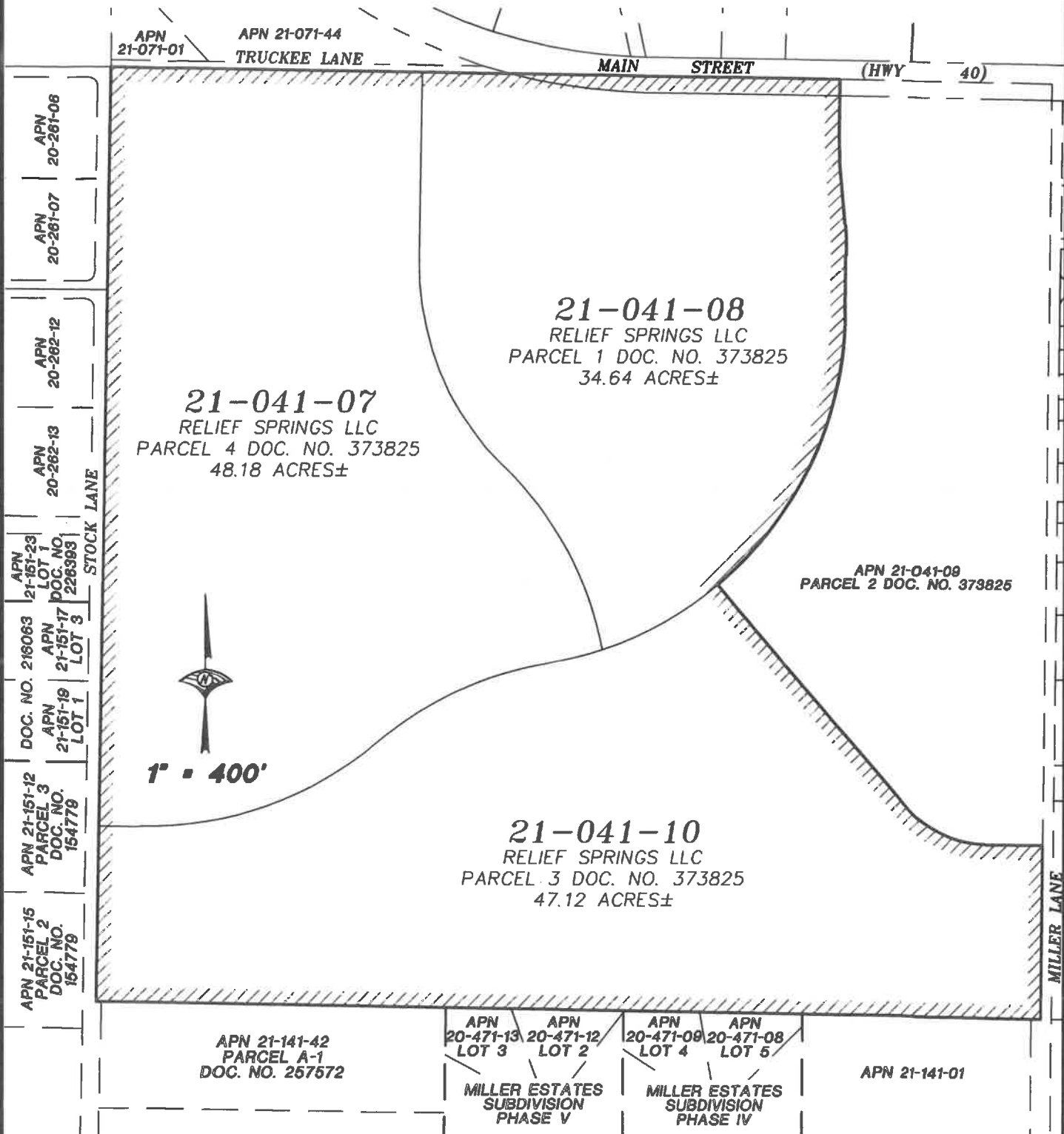
All that certain real property situate within a portion of the Northwest One-Quarter (NW 1/4) of Section Fourteen (14), Township North (20) North, Range Twenty-Four (24) East, Mount Diablo Meridian, City of Fernley, County of Lyon, State of Nevada. Being Parcels 1, 3, and 4 as shown on the Parcel Map for SCC-Canyon II, LLC, filed in the official record of Lyon County, State of Nevada, on January 27, 2006, as Document Number 373825.

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502



Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

BOUNDARY MAP FOR ZONE CHANGE
 BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 14
 TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.M.
 FERNLEY LYON COUNTY NEVADA



JOB NO. 1557016
 SHEET 1 OF 1



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 1361 Corporate Blvd
 Reno, NV 89502
 Tel 775.823.4068
 Fax 775.823.4066

EXECUTIVE SUMMARY

Project Name:	Redhawk Ranch Development Agreement Amendment
Site Location:	Four subject parcels with a combined size of ±161 acres located southwest of the intersection of Miller Lane and Main Street in Fernley, NV.
APN Numbers:	021-041-07, 021-041-08, 021-041-10, & 021-041-09
Applicant:	Red Hawk Ranch LLC Series B & DB-BB Investments I LLC
Applicant's Representative:	Wood Rodgers, Inc.; Derek Kirkland, AICP
Owner:	Red Hawk Ranch LLC Series B & DB-BB Investments I LLC
Proposed Action:	This is a request for a Development Agreement Amendment to add the following items: 1) Incorporate both property owners in the agreement 2) Extend the active Tentative Subdivision Maps (TSM) for a period of 10 years to 12/31/2032 a. TSM21004 (Red Hawk Ranch Subdivision) Approved 1/19/22 b. TSM22007 (Duets at Red Hawk Ranch) Approved 12/7/22 3) Establish the framework for the Red Hawk Ranch Special Assessment District (SAD) to include a. Offsite roadway and associated improvements including Main Street, Stock Lane, and Miller Lane (Conditioned in the TSMs) b. Off-site sewer and other utility connections c. Backbone roadways and utilities d. Mass grading for the overall site including drainage channel and retention basin e. Community park improvements in the retention basin 4) Allow the density that is encompassed by the drainage channel and retention basin to be shifted to other developable areas within Red Hawk Ranch 5) Shift the Community Park from the southeast corner of Red Hawk Ranch to the retention basin.
Land Use Classification:	Single-Family Residential (APNs 021-041-07 & 021-041-10) and Mixed Residential (APN 021-041-08 & 021-041-09).
Current Zoning:	SF6 (APNs 021-041-07 & 021-041-10) and MDR14 (APN 021-041-08 & 021-041-09).
Flood Zone Designation:	Zone AE & X
Gross Site Area	±161 acres

Surrounding properties and uses	Current Zoning District	Comprehensive Plan Land Use Designation
North Commercial buildings and Fernley RV Park	C1, C2 Split Zoning- C2/SF6, I/TC, C1/MF30	SMU, PF & SFR
West Existing single-family residences	RR1	RR
East Existing single-family residences, commercial buildings	C1, MF30, SF6, RR1	SMU & MR
South Existing single-family residences and agricultural uses	RR1, SF6	RR & SFR

ANALYSIS

Background

Development Agreement (DA) #20002 was approved by the City of Fernley on January 19, 2022 and was associated with Bill #289 - ZMA20001 and TSM #21004. The City of Fernley also approved a second tentative map TSM22007 for the Duets at Red Hawk Ranch on December 7, 2022. As part of the two tentative subdivision maps the City of Fernley included several conditions for off-site roadway and infrastructure improvements. The overall Red Hawk Ranch development also includes joint improvements for a drainage channel and retention basin, a collector roadway, and backbone utilities. The overall backbone infrastructure and off-site development costs are estimated to exceed \$14 Million which have created financial challenges for the property owners to move Red Hawk Ranch forward. Both property owners have worked with City of Fernley staff on options for financing including exploring a possible Special Assessment District (SAD). On June 4, 2025 the City of Fernley Council adopted resolution #25-005 establishing guidelines and procedures for the creation of private property owner requested SAD pursuant to NRS 271.

Justification for Request

In order to fund the backbone infrastructure and off-site development costs to move the project forward the Applicants are proposing to establish an SAD for the overall Red Hawk Ranch properties. Amending the original Red Hawk Ranch DA would allow both property owners and the City to agree on the framework for what is included in the SAD, extend the tentative subdivision maps to allow time for implementing the SAD, and provide an opportunity to recapture residential units given the extent of drainage and retention improvements required. These proposed amendments are outlined as follows and are included in the attached Development Agreement Amendment:

- 1) Incorporate both property owners in the agreement
- 2) Extend the active Tentative Subdivision Maps (TSM) for a period of 10 years to 12/31/2032
 - a. TSM21004 (Red Hawk Ranch Subdivision) Approved 1/19/22
 - b. TSM22007 (Duets at Red Hawk Ranch) Approved 12/7/22
- 3) Establish the framework for the Red Hawk Ranch Special Assessment District (SAD) to include

- a. Offsite roadway and associated improvements including Main Street, Stock Lane, and Miller Lane (Conditioned in the TSMs)
 - b. Off-site sewer and other utility connections
 - c. Backbone roadways and utilities
 - d. Mass grading for the overall site including drainage channel and retention basin
 - e. Community park improvements in the retention basin
- 4) Allow the density, ± 191 units, that is encompassed by the drainage channel and retention basin to be shifted to other areas setting a max unit count of within the Red Hawk Ranch property.
 - 5) Shift the proposed Community Park from the southeast corner of Red Hawk Ranch to the retention basin to provide a larger community amenity.

Pursuant to NRS 278.0201 through 278.0207, inclusive, and Code §32.03.100(a), the City of Fernley is allowed to enter into development agreements, and per NRS 271 and the recently adopted City of Fernley SAD guidelines the City of Fernley may establish SADs. The purpose of the Development Agreement Amendment is to allow both property owners and the City of Fernley to agree to items that would be covered under the SAD and extend project approvals that are currently a part of the Development Agreement.

The proposed amendment will also provide an update to the overall development plan to ensure the current density allowed on the property will remain given the extent of the drainage channel and retention basin required to remove the developable areas from the flood zone. The amendment will also provide an enhanced community element by allowing a larger community park to be constructed in the retention basin. A conceptual map of the proposed drainage channel, retention basin, and the density within the drainage channel and retention basin are provided in Section 2 of this application packet. A community park concept is also included in section 2 of this application packet.

All other elements of the Red Hawk Ranch Development Agreement and conditions of approval associated with the two tentative subdivision maps will remain in effect. This Development Agreement Amendment is necessary to move the Red Hawk Ranch Project forward, which will provide a variety of housing types to support the growth in employment and population in the City of Fernley. The Red Hawk Ranch Project will also provide a redevelopment opportunity along Fernley's Main Street and the western Gateway.

Development Agreement Findings

- 1) **The proposed development agreement conforms to the maps and policies of the master plan.**

Response: *The proposed development agreement amendment will conform to the underlying master plan and policies and remains in conformance with the approved tentative subdivision maps. The development agreement amendment will allow the applicants to move the Red Hawk Ranch Project forward and to fulfill the conditions associated with the previous approvals.*

Applicable Master Plan Policies

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.

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

LU.1.2 Encourage new development to be in accordance with the Comprehensive Master Plan land use category.

LU.1.5 Promote infill development.

2) The proposed development agreement complies with the requirements of NRS.

Response: *The City is authorized, pursuant to NRS 278.0201 through 278.0207, inclusive, and Code §32.03.100(a), to enter into binding development agreements with any person having a legal or equitable interest in land concerning the development of that land provided that such agreement is consistent with the City of Fernley Comprehensive Master Plan August 2018. The proposed development agreement amendment would allow the Red Hawk Ranch Project to remain consistent with the City of Fernley Master Plan. Furthermore, NRS 271 allows the City of Fernley to establish a Special Assessment District, and the City Council recently adopted SAD guidelines on June 4, 2025.*

3) The proposed development agreement is consistent with this development code and all other applicable codes and ordinances.

Response: *The proposed development agreement amendment would not change any of the tentative subdivision maps or the conditions of approval and would remain consistent with all applicable development codes. The proposed density transfer would remain consistent with allowed density as set by the current zoning and master plan of the overall Red Hawk Ranch properties.*

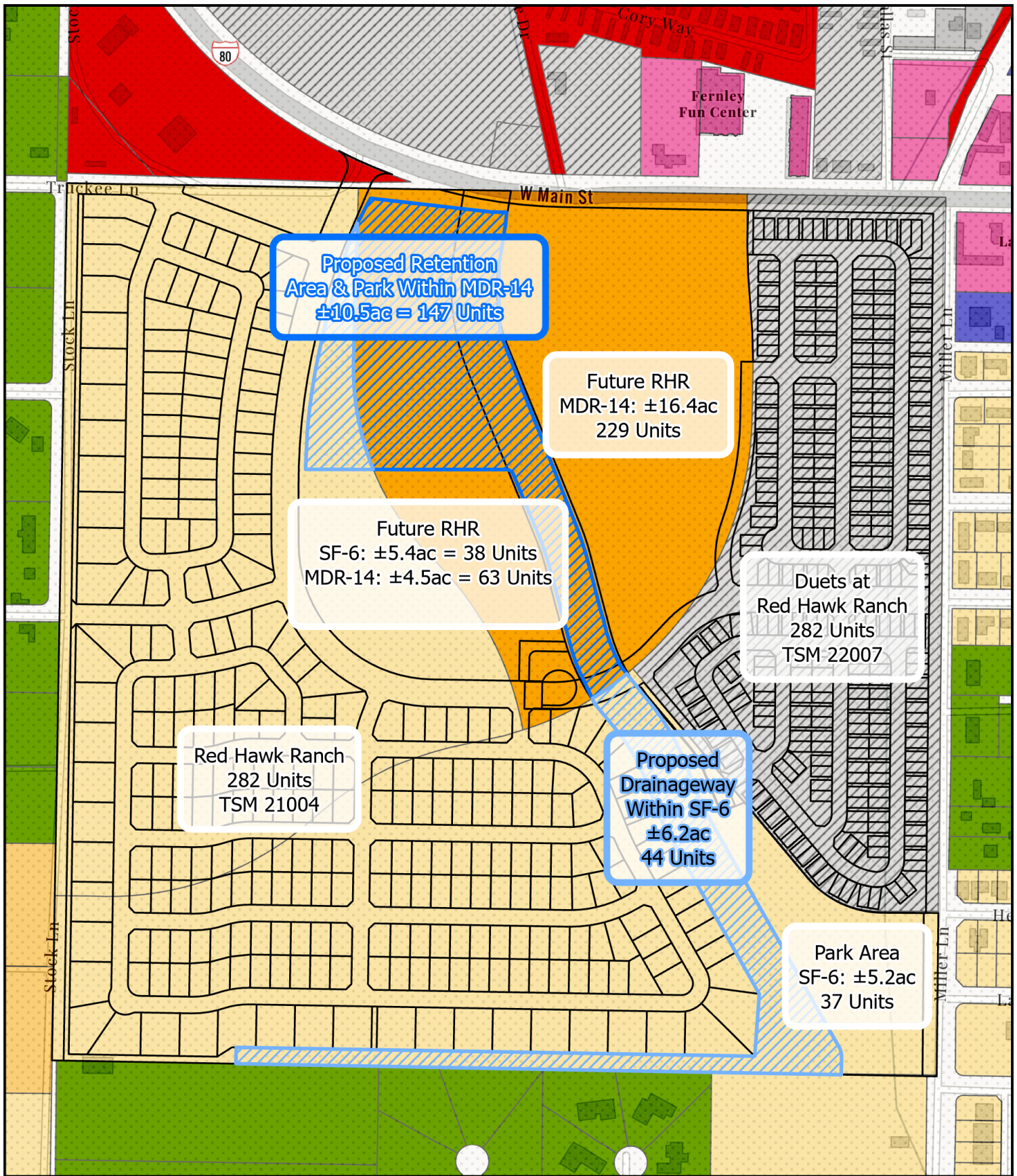
4) The proposed development agreement will not be detrimental to or cause adverse effects to adjacent property owners, residents, or the general public, and conditions must be included to address the completion or phasing of improvements as well as provisions to address abandonment of the project. Conditions and assurance measures shall address dust control, vandalism, weed control, traffic, community blight, safety and maintenance issues resulting in the case of partial development or abandonment. All such conditions and assurance measures shall match the duration of the development agreement.

Response: *The Red Hawk Ranch development agreement has been designed to reduce and mitigate any effects to adjacent residents and property owners. Any conditions agreed upon with the applicant and the governing bodies will be integrated into future development plans as required by the original development agreement. The added elements will provide additional benefits for the surrounding areas as described below in Finding #5 responses.*

- 5) The proposed development agreement provides clear and substantial benefit to the residents of the city.

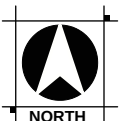
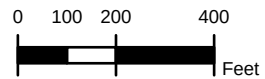
Response: *The proposed development agreement amendment provides the following benefits to the residents of Fernley:*

- ❖ Incorporate both property owners in the agreement
Benefit: *Adding both property owners to the development agreement will allow all 161 acres including all the off-site improvements to be implemented as a single project opposed to segmented improvements. The joint effort will also help expedite off-site improvements.*
- ❖ Extend the active Tentative Subdivision Maps (TSM) for a period of 10 years to 12/31/2032
Benefit: *Both tentative maps include conditions for off-site improvements that will greatly benefit surrounding neighborhoods. The time extension will allow the developers more time to setup the needed SAD and project funding to move these improvements forward.*
- ❖ Establish the framework for the Red Hawk Ranch Special Assessment District (SAD) to include: Offsite roadway and associated improvements, Off-site sewer and other utility connections, Backbone roadways and utilities, Mass grading for the overall site including drainage channel and retention basin, and Community park improvements.
Benefit: *The backbone infrastructure required for the project is expected to exceed \$14 million, which is a substantial cost and has delayed the project from starting. The DA amendment will allow both property owners to work together with the City of Fernley on establishing an SAD to finance these improvements which will provide major benefits for the surrounding communities. The SAD will also allow Red Hawk Ranch to move forward providing much needed housing for Fernley while also enhancing the western gateway to Main Street. Establishing the SAD framework through the DA amendment is the first step in the process.*
- ❖ Allow the density, ±191 units, that is encompassed by the drainage channel and retention basin to be shifted to other areas within the Red Hawk Ranch property.
Benefit: *The retention basin and drainage channel will provide a major flood mitigation project for the surrounding area. The necessary drainage improvements were much larger than originally anticipated. Gaining back the lost units will help offset the cost of the backbone infrastructure and drainage improvements while also adding much needed housing to support Fernley's employment growth. The units were already allowed based on the underlying zoning, the request is simply to shift the units to developable areas.*
- ❖ Shift the proposed Community Park from the southeast corner of Red Hawk Ranch to the retention basin to provide a larger community amenity.
Benefit: *The retention basin is much larger than originally anticipated. Opposed to leaving that as a large 10+ acre open area, the developer is proposing to shift the 5-acre park originally planned for the southeast corner along Miller Lane to the retention basin to provide a larger community amenity. Shifting the park will enhance the retention basin with landscaping and a community amenity, while also increasing the size of the park providing opportunity for sports fields or other larger community amenities.*



UNIT ALLOCATION
RED HAWK RANCH
FERNLEY, NV
JULY 2025

Zoning		Split Zoning
 C1 - Neighborhood Commercial	 RR1 - Rural Residential (1 acre)	
 C2 - General Commercial	 RR5 - Rural Residential (5-acre)	
 I - Industrial	 SF6 - Single Family (6,000 sf)	
 MF30 - Multiple Family (30 du/ac)	 MDR 14	





W. MAIN ST.

PROPOSED BASIN
PARK BOUNDARY
~12.65 AC

TURF WITHIN BASIN CAN SUPPORT THREE
(3) MULTI-USE FIELDS SIZED FOR HIGH
SCHOOL COMPETITION (330' x 195')

TURF CAN BE RESTRIPTED TO ALSO
SUPPORT EITHER:
(1) CHAMPIONSHIP FIELD (360' x 225')
or
(6) YOUTH FIELDS (210' x 135')

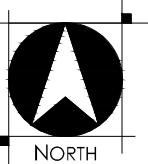
OPTIONAL PLAYGROUND
(1) PLAY STRUCTURE
(2) SWINGSETS

PARKING
(~200 STALLS)

FUTURE
DEVELOPMENT
(~ 16.6 AC)

FUTURE
DEVELOPMENT
(~ 7.3 AC)

CURRENT PROPOSED
PARK LOCATION
(~ 5.5 AC)



SCALE: 1" = 200'

BASIN PARK - AMENITY LAYOUT
REDHAWK RANCH
FERNLEY, NEVADA | APRIL 14, 2025

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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CITY OF FERNLEY
RESOLUTION # 25-005

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FERNLEY
ESTABLISHING GUIDELINES AND PROCEDURES FOR THE CREATION OF
PRIVATE PROPERTY OWNER-REQUESTED SPECIAL ASSESSMENT DISTRICTS
PURSUANT TO NRS CHAPTER 271**

WHEREAS, the City of Fernley (the “City”) is empowered under the Consolidated Local Improvements Law, Nevada Revised Statutes (NRS) Chapter 271, including NRS 271.325 and NRS 271.700 through 271.730, to create Special Assessment Districts (“SADs”) for the purpose of acquiring, improving, equipping, operating, or maintaining certain public improvements; and

WHEREAS, the City recognizes that SADs provide an important financing mechanism for the construction of public infrastructure benefiting one or more properties being developed for residential, commercial, or industrial use; and

WHEREAS, the City desires to provide a clear framework for private property owners to request the creation of SADs and to ensure that such districts are created in a financially sound, environmentally responsible, and administratively efficient manner; and

WHEREAS, the City Council has reviewed and considered comprehensive guidelines governing the formation, financing, and operation of such SADs;

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

Section 1. Purpose

The purpose of this Resolution is to adopt the City of Fernley Guidelines for Private Property Owner-Requested Special Assessment Districts (the “Guidelines”) and to formally establish the City’s process for receiving, evaluating, approving, and administering SADs initiated by petition under NRS Chapter 271.

Section 2. Adoption of Guidelines

The City Council hereby adopts the Guidelines attached hereto as **Exhibit A**, titled “**City of Fernley Guidelines for Private Property Owner-Requested Special Assessment Districts.**” These Guidelines establish the minimum legal, financial, environmental, and procedural criteria for SAD formation and shall govern all such private owner-initiated requests unless otherwise waived by the City Council as provided herein.

Section 3. Authority

This Resolution is adopted pursuant to NRS 271.325, which authorizes municipalities to create special assessment districts and enter into contracts with persons or developers

for infrastructure improvements that benefit new development, and to finance such improvements through the issuance of bonds and levy of assessments.

Section 4. Eligibility and Limitations

- Improvements must be public in nature and constructed to City standards;
- Only infrastructure ultimately owned or maintained by the City, or by agreement with another political subdivision, may be financed;
- Stand-alone districts shall generally involve no less than \$10,000,000 in bond issuance;
- Projects must show a minimum property benefit equal to the assessments levied; and
- All environmental and development conditions specified in the Guidelines must be met unless otherwise waived by the City Council as provided herein.

Section 5. Bond Issuance and Security

All SAD bonds shall be:

- Secured by assessment liens on the benefited property;
- Issued only upon satisfaction of minimum value-to-lien and security requirements;
- Structured to exclude any pledge of the City's general fund or taxing power;
- Sold only with evidence of marketability through underwriter commitment; and
- Structured not to exceed 30-year terms with reserve and disclosure requirements as detailed in the Guidelines.

Section 6. City Council Discretion

The City Council retains full discretion to:

- Waive or modify specific requirements of the Guidelines upon finding that such waiver is in the City's best interest;
- Approve or deny SAD applications based on staff and consultant review; and
- Require additional security, reporting, or documentation where necessary to protect the City's financial or operational interests.

Section 7. Procedure

The process for requesting formation of an SAD shall include:

1. A pre-application meeting with City staff;

2. Submission of a petition signed by all owners of record in the proposed district;
3. Submittal of an application demonstrating full compliance with the Guidelines;
4. Approval by the City Council to proceed with negotiations and formation;
5. Posting of financial security by the Property Owner for all preliminary and non-reimbursable costs.

Section 8. Effective Date

This Resolution shall become effective immediately upon its adoption.

ADOPTED this 4th day of June 2025 by the City of Fernley, Nevada City Council.

Aye: 5 Nay: 0 Abstention: 0 Absent: 0

FERNLEY CITY COUNCIL

By: Neal E. McIntyre Date: 6/4/2025
Neal E. McIntyre, Mayor

Attest: By: Kim Swanson Date: 6/4/2025
Kim Swanson, City Clerk

CITY OF FERNLEY
GUIDELINES FOR PRIVATE PROPERTY OWNER-REQUESTED
SPECIAL ASSESSMENT DISTRICTS

Pursuant to Nevada Revised Statutes (NRS), 271.700 through 271.730, The City of Fernley (the "City") is authorized under NRS 271.325 to create a district and order a project as defined under NRS 271.265 to be acquired or improved and may contract with a person (or developer) to construct or improve a project that benefits new development and issue bonds or otherwise finance the cost of the project and levy assessments. The purpose of these guidelines is to set forth the circumstances under which the City will consider this type of financing for infrastructure projects involving one or a small number of private property owners (referred to herein as "Property Owner") who intend on developing their property for commercial, industrial, residential or other beneficial use. Notwithstanding any other provision herein, these guidelines do not apply if the SAD (as defined below) is initiated by the provisional order method on the recommendation of the City Manager. The City Council reserves the right, on a case-by-case basis, to approve additional requirements or to waive specific requirements listed herein. Such additional or waived requirements shall be noted in the approval of any petition, together with a finding that the deviation from this policy is in the best interest of the City.

I. ELIGIBLE IMPROVEMENTS

A. Local Improvements

Through the "Consolidated Local Improvement Law" (Chapter 271 of the Nevada Revised Statutes), counties, cities, and towns are authorized to form special improvement districts (referred to herein as an "SAD") for the purpose of acquiring, improving, equipping, operating, and maintaining specific projects within the municipality. Projects include improvements such as street pavement, curb and gutter, sidewalk, streetlights, driveways, sewer and water facilities, etc. Such local improvement districts are generally formed to provide a source of funding for the construction and/or maintenance of eligible improvements within the City.

B. Public Ownership Requirements

Only publicly owned infrastructure for which the City is ultimately responsible or for which the City has entered into a cooperative agreement with another political subdivision is eligible for financing. Privately-owned improvements, such as electric, gas, and cable television improvements, streets or roads that are not dedicated to the City, and private portions of other improvements, such as sewer service lines from the property lines to the home or other structure, are not eligible for financing. Construction and improvements must be constructed in accordance with the City's standards and will only be accepted upon proper dedication of right-of-way and approval of said infrastructure improvements. Further, NRS Chapter 338.010 to 338.090, inclusive, applies to the public improvements.

C. Benefit

The improvements proposed to be constructed must benefit the property assessed (pre-appraisal value) by an amount at least equal to the amount of the assessments.

II. LIMITATIONS RELATED TO IMPROVEMENTS

A. Size

Generally, the City will not consider stand-alone assessment districts which involve less than \$10,000,000 in bonds.

III. ENVIRONMENTAL MATTERS

A Phase I environmental assessment (hazardous waste assessment) shall be performed on the property to be assessed, property on which the improvements are to be located, and any property to be dedicated to the City. Such Phase I environmental assessment must be provided to the City as part of the application for the SAD. Each Property Owner must also provide the City with an indemnification agreement in a form acceptable to the City, promising to indemnify the City (see example in Section VII. SAD application) for any and all liability and/or costs associated with any environmental hazards located on property assessed, property on which improvements financed with the assessment district are proposed to be located, or on any property dedicated to the City. In instances where there is other compelling evidence of environmental contamination, the Property Owner will be required to perform the environmental clean-up. Hazardous material mitigation will not be a reimbursable cost. If required by the City, the Property Owner shall perform a Phase II environmental assessment.

IV. DEVELOPMENT

A. Property Owner Experience and Financial Information

The Property Owner must demonstrate to the City that it has the expertise and financial resources to develop the property involved in the assessment district or has the expertise, resources and ability to complete the project for which the assessments are to be levied. To demonstrate its ability to develop, the Property Owner shall furnish the City with the following:

- Financial statements for the last three years (last two years audited) or third-party compilation as defined by the American Institute of Certified Public Accountants;
- List of prior developments of similar or larger size which the Property Owner has completed;
- List of references consisting of the names of officials of other political subdivisions in which the Property Owner has completed similar or larger size developments; and
- Evidence that the Property Owner has the financing to proceed with the development. (This evidence could consist of a commitment letter from a bank or other financial institution or other evidence that the Property Owner has

sufficient resources in its bank accounts and other investments to commence and complete development.)

B. Land Uses

The proposed development must be consistent with the City's Comprehensive Master Plan, City Zoning, and City Capital Improvement Program. The property owner must demonstrate that it reasonably expects to obtain all required discretionary development permits in sufficient time to complete the development as proposed.

C. Preliminary Title Report

A preliminary title report will be required to determine ownership of the impacted parcels as well as any lien, easement, judgment, etc., against the property.

D. Sewer Capacity

Connection to a public sewage treatment plant is required. The Property Owner must provide a "will serve" or similar commitment from the entity providing sewer service to the development stating that sufficient capacity has been reserved and is in existence or will be constructed concurrently with the subject development.

E. Other Permits

The Property Owner must provide to the City a status report of all other permitting processes required for the development of the property, including but not limited to historic preservation, wetlands, archeological, geological, etc. The City may deny any proposal based on an unsatisfactory report.

F. Water and Other Utilities

The Property Owner must provide letters from each entity that will provide utility (e.g., electricity, gas, telephone/internet) services to the development, if applicable, stating that capacity is then in existence or otherwise to be made available for the portions of the development to be assessed, in a sufficient quantity for the development to proceed to completion as proposed. With respect to water, the Property Owner must provide the City with information and documentation satisfactory to the City as to the availability of water for the development, if applicable.

V. ASSESSMENT BONDS AND BOND SECURITY

A. Primary Security

The primary security for bonds will be the assessment lien on the land proposed to be assessed. The Property Owner must demonstrate to the City that there is no significant financial risk to the City in issuing the Bonds. Property Owner's guarantee of payment of the assessment will be required unless a letter of credit or bond insurance policy is

provided guaranteeing payment of the bonds or unless either the appraisal indicates that the value of the property and other security pledged to the bonds is at least three and one-half (3.5) times the amount of the bonds proposed to be issued. If guarantees are required, they will be released with respect to any parcel that has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is four or more times the amount of the unpaid assessment on such parcel or on which a substantial improvement, such as a commercial building, has been completed if the parcel has a size of two acres or less. The proposed security ratio shall not be reduced but may be increased for additional security.

B. Appraisal: Value to Lien Ratio

The Property Owner must provide the City with funds with which to have an expert prepare an appraisal. The appraiser will be selected by and contracted with the City. The City will require that an appraisal of the property that will be assessed indicate that the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least one and one-half (1.5) times the amount of the bonds proposed to be issued, and that the value of each parcel to be assessed after improvements financed with the assessment bonds are installed is at least three and one-half (3.5) times the amount of the proposed assessment against that parcel. These proposed value-to-lien ratios shall not be reduced but may be increased for additional security.

C. Absorption Study

The Property Owner must provide the City with funds to have an expert to prepare an absorption study, if applicable. The City shall select and contract with the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix.

D. No Pledge of General Fund or Taxing Power

The City will not pledge its general fund, surplus and deficiency fund (if any) or taxing power to bonds issued to finance project improvements.

E. Bond Underwriting Commitment

The Property Owner must demonstrate to the City, and the City's financial advisor, that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the Property Owner must provide the City with a letter from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter believes the bonds are marketable at a fixed interest rate acceptable to the Property Owner based on the prevailing market conditions, that it is willing to contract with the City to underwrite the bonds on a best efforts basis or that the bond buyer intends to acquire the bonds at a fixed interest rate which the bond

buyer and the Property Owner agree is acceptable and that it is willing to contract with the City to so acquire the bonds.

F. Bond Reserves

Interest accrued on the bond proceeds shall be held by the City in a debt service reserve fund.

G. Bond Terms

The term of the fixed-rate bonds shall not exceed thirty (30) years. The City will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

H. Additional Security

The Property Owner must demonstrate, to the satisfaction of the City, that there is no significant financial risk to the City in issuing the bonds. The determination of no significant financial risk will be determined by the City Council based upon a recommendation of the City Manager. If the City determines that it is not adequately protected by the security described in subsections A, B, and E of this Section V, the City may require additional security as it deems necessary.

I. Consultants

The City will permit the Property Owner to choose the consulting engineers and underwriter, provided that the entities chosen are acceptable to the City. The payment of all fees and expenses of these consultants shall be the responsibility of the Property Owner; however, these consultants will be responsible to and will act as consultants to and on behalf of the City in connection with the SAD. The City will select the bond counsel and financial advisor to be used in the issuance of the bonds.

J. Expenses

The Property Owner is responsible for all of the costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultant, the City's bond counsel, the City's direct staff time set by an hourly rate or formula, the cost of preparing the appraisal, the absorption study, the environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the Property Owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the Property Owner to more precisely anticipate costs associated with the process.

K. Project Acquisition.

The City will acquire completed projects after final inspection by the City, and audit by the City Public Works Department and City staff, and acceptance by the City Council. Unless approved by the City Manager, the City will only acquire discrete complete projects whose cost, together with the cost of other complete discrete projects being acquired at the same time, is \$250,000 (two hundred fifty thousand dollars) or more.

Disbursement of bond proceeds will be governed by a financing agreement between the Property Owners and the City.

Consistent with the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Property Owner must demonstrate that it reasonably expects to submit reimbursable costs to the City, pursuant to the provisions of the financing agreement to be entered into by the Property Owner and the City, as will permit the City to expend not less than 85% of the net sale proceeds of any bonds issued to finance the SAD (or any portion thereof) within three years of the date of issuance of such bonds.

L. Cost Overruns

The Property Owner must agree to fund all project costs that exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issuing additional bonds or otherwise provide funding for any such cost overruns.

M. Continuing Disclosure Reports

The Property Owner will prepare and distribute, at their own expense, reports associated with SEC Rule 15(c)2-12.

VI. PROCEDURE

A. Pre-Application Meeting

Initially, the Property Owner shall schedule a meeting with such representatives of the City as are designated by the City Manager to review the proposed development to discuss whether the development is one that may be eligible for financing under these guidelines.

B. Application

If the Property Owner decides to proceed after the initial meeting, the Property Owner and all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application that contains sufficient information and exhibits to demonstrate that the proposed district will comply with all parts of these guidelines. The petition and application must be filed with the City Manager's office.

C. City Council Approval

If the application satisfies all sections of these guidelines, an item will be placed on the City Council agenda authorizing negotiations with respect to the proposed project. If this item is approved by the City Council, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the Property Owner and other appropriate parties.

D. Security for Costs

Prior to entering negotiations, the Property Owner must post cash, a letter of credit, surety bond, or other acceptable form of security that the City Manager deems sufficient for payment of the costs described above.

VII. SPECIAL ASSESSMENT DISTRICT APPLICATION

Application Information — The following information needs to be supplied as part of the Application.

- A. Contact information
 - a. Applicant Name (if other than sole proprietor, please include individual contact name and information)
 - b. Applicant Physical Address/Mailing Address
 - c. Applicant Phone Number
 - d. Applicant E-mail Address
 - e. Date of Application
- B. Previous Special Assessment District experience, previous project description
 - a. Allocating Agency (Issuer of the previous SAD bonds, if not the City of Fernley) SAD Amount
 - b. Land Value
 - c. Date of SAD origination
 - d. Date of SAD Bond Sale/Placement
 - e. Development Team Information (Names/Phone Numbers/E-mail Addresses) Developer
- C. Contractor management Company Consultant
 - a. Attorney CPA
 - b. Appraiser
- D. Financial statements for the last three years (last two years audited) or third party compilation as defined by the American Institute of Certified Public Accountants
- E. Project Identification Site Information
 - a. Address (street, zip code) Parcel Number Approximate size in acres
 - b. Type of project (sewer, streets, sidewalks, etc.)
 - c. Zoning
 - d. If not properly zoned, is site currently in the process of rezoning? When will the zoning issue be resolved?
 - e. Date of transfer to the City (estimate). Appraisal, if available.
 - f. Phase I Environmental Assessment
 - g. Absorption Study, which shall, at a minimum, indicate the economic feasibility of the project based on supply and demand trends and estimated conditions in the market area for the proposed product mix.
- F. Discussion of the ability to make assessment payments if property develops slower than anticipated.
- G. Ownership Information
 - a. Parcel No. with Owner Name and Contact Address/Phone Name(s) of vested owner on Preliminary Title Report.

H. Source of Funds

- a. Construction Financing (by source-must include all sources)
- b. Provider's Name
- c. Provider's Address (physical and mailing) Contact Person (Name, telephone, fax, and email)
- d. Financing Source (Bond financing, Conventional, Non-Recourse, Owner Equity, Private, Other) Finance Type (Balloon Loan, Credit Enhancement, Deferred Loan, Forgivable Loan, Amortizing Loan, Other)
- e. Commitment Date Principal Amount Interest Rate
- f. Percentage of Construction Funding Underwriter Information
- g. Expected Fixed Interest Rate Underwriter's Name
- h. Underwriter's Address (physical and mailing) Underwriter Contact (Name, telephone, fax and e-mail) Finance Source (Bond financing, Other)
- i. Commitment Date Principal Amount Term in Years
- j. Type of Amortization Payment Frequency
- k. Amortization beginning in year

I. Potential Costs and Uses

- a. Land Buildings Construction Costs
- b. Professional Fees Interim Costs
- c. Permanent Financing Costs City Staff Costs
- d. Soft costs (feasibility, market, environmental, compliance, appraisal, survey, other)
- e. Number of subdivided parcels
- f. Anticipated sales dates Anticipated sales costs
- g. Administration costs (accounting, advertising, legal, management fees, taxes other)

J. Proposed Project Time Schedule (Build-Out Time frame required)

The City reserves the right to request additional information. The Applicant is required to make their best efforts to deliver the requested information.

K. Indemnification Certification

Sample:

The Property Owner (herein "Applicant"), _____ agrees to indemnify and hold harmless the City of Fernley, its officers, and employees against any and all losses, claims, damages, or liability to which the City, its officers, and employees may become subject under any law in connection with the issuance and sale of the Bonds and the carrying out of the transactions contemplated by the [name of applicable agreement], and to reimburse the City, its officers, and employees, for any out-of-pocket legal and other expenses (including reasonable counsel fees) incurred by the City, its officers, and employees, in connection with investigating any such losses, claims, damages, or liabilities or in connection with defending any actions relating thereto. The Applicant further agrees to indemnify the City and its officers and employees for any and all liability and/or costs associated with any environmental hazards located on the property assessed, property on which improvements financed with the assessment district are proposed to be located, or on any property dedicated to the City.

The City agrees, at the Applicant's request and expense, to cooperate in the investigation in defense of any claims, threatened litigation, and litigation and, upon the Applicant's request, to assert any and all rights, privileges, and defenses identified by the Applicant that may be available to the City's determination that such assertion is reasonable and warranted under the facts and circumstances.

PLEASE READ THE FOLLOWING IMPORTANT PARAGRAPHS AND ACKNOWLEDGE YOUR UNDERSTANDING BY INITIALING ALL APPLICABLE PARAGRAPHS

This application is for bond financing; the undersigned is responsible for ensuring that the project complies or will comply with the requirements of all City, State, and Federal Laws. The undersigned agrees to indemnify and save and hold the City of Fernley, its agents, officers, and employees harmless against all losses, costs, damages, expenses, and liabilities, whatsoever the nature and kind (including, but not limited to, attorney's fees, litigation and court costs, amounts paid in settlement, and amounts paid to satisfy a judgment) directly or indirectly resulting from, arising out of or related to acceptance, consideration and approval or disapproval of this application for bond financing.

Initial here_____

In all cases, the undersigned acknowledges and agrees that the project will be regulated in accordance with the terms of these guidelines and the agreement between the property Owner (Applicant) and the City of Fernley.

Initial here_____

The undersigned further acknowledges that the application becomes a matter of public record upon submission to the City of Fernley, its agents, officers, and/or employees.

Initial here_____

THE UNDERSIGNED, BEING DULY SWORN AND UNDER PENALTY OF PERJURY, HEREBY REPRESENTS AND CERTIFIES THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS APPLICATION ON BEHALF OF THE PROJECT SPONSOR AND THAT THE FOREGOING INFORMATION, TO THE BEST OF HIS/HER KNOWLEDGE, IS TRUE, COMPLETE AND ACCURATELY DESCRIBES THE PROPOSED PROJECT.

IN WITNESS HEREOF, the project sponsor has caused this document to be duly executed in its name on this day of _____.

Project Name:

Project Sponsor:

Authorized Agents Name:

Title:

Signature: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Alisa Johansson

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding concurrent requests for a Zoning Map Amendment (ZMA25001) and Tentative Subdivision Map (TSM25001) from Wood Rodgers, Inc. on behalf of Genica Clover Ranch, LLC, rezoning six (6) parcels containing approximately 24.72 acres from RR½ (Rural Residential, ½-acre minimum) and RR5 (Rural Residential, 5-acre minimum) to SF6 (Single Family, 6000-square foot minimum) and creating a 105-lot single-family residential subdivision generally located between Farm District Road to the south, Langdon Street to the north, Winnie Lane to the west, and Nevada Pacific Boulevard to the east (APNs 021-331-15, -19, -20, -22, -29, and -38).

AGENDA ITEM BRIEF:

An application to rezone, merge, and resubdivide six (6) parcels containing approximately 24.72 acres into 105 single-family lots. This item was continued at the August 13th Planning Commission meeting. At the September 10th Planning Commission meeting, a motion to approve these actions failed 2-3-1 (approve-deny-abstain). Procedurally, this results in a recommendation of denial. First reading of this item was conducted at the October 1st City Council meeting.

RECOMMENDED MOTION:

“Considering the information contained in the applicant’s submittal package and based on the analysis presented in the staff report, I move to approve and adopt Bill 365 and ZMA25001 rezoning the subject parcels from RR½ and RR5 to SF6 and approve TSM25001 subdividing 24.72 acres into 105 single-family residential lots.”

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:

Denial

"I move to deny Chaparral Estates associated with ZMA25001, Bill 365, and TSM25001. I cannot approve this Zoning Map Amendment and Tentative Subdivision Map because I have determined the proposed changes to be detrimental to the public's health, safety, and general welfare and I am unable to make the following required findings:

(State finding and supporting analysis—repeat for each applicable finding)"

No further alternatives are provided, however, any other motions comporting with City Council parliamentary procedures are appropriate.

BACKGROUND:

Site & Vicinity

Generally located between Farm District Road to the south, Langdon Street to the north, Winnie Lane to the west and Nevada Pacific Boulevard to the east, the site comprises 24.72 acres and is split-zoned. Five of the subject parcels are zoned RR½ with one parcel (021-331-15) zoned RR5. Abutting sites are zoned RR5, RR½, and SF20 (Single Family, 20,000-square foot minimum). The underlying Comprehensive Master Plan Land Use across all parcels and in the immediate vicinity is Single Family Residential (SFR). The surrounding context to the east, west, and south is characterized by large-lot residential development consisting of single-family residences on parcels ranging in size from 1.12 acres to over 5 acres. Denser residential developments are present to the immediate north, where single-family lot sizes range from 7,500 square feet to 12,000 square feet along the perimeters of the subdivisions. Staff notes that these subdivisions were approved before the City adopted development standards pertaining to adjacency and no meaningful buffers or transition are present. Largely vacant, the site's topography is gently sloped, ascending roughly ten feet in elevation from northwest to east-southeast. Vegetation largely consists of scrub grasses and small native shrubs. Trees are present and proposed to be removed along the east and west boundaries of the site where private irrigation ditches demarcate the site.

Analysis: Zoning Map Amendment

Zoning map amendments are committed to the City Council's legislative discretion. A zoning map amendment may be approved when the following findings can be made.

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

The underlying Comprehensive Master Plan Land Use for the site is Single Family Residential (SFR). The corresponding zoning districts associated with this land use are the Single Family (SF) zoning districts, with minimum lot sizes ranging from 6,000 to 20,000 square feet. The requested zoning district of SF6 (Single Family, 6,000-square foot minimum) is consistent with this Master Plan land use.

Furthermore, the Comprehensive Plan goals and action strategies directly supported by this requested zone change are:

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.

If approved, the proposed zoning map amendment will increase the available maximum density on the site from approximately 39 units to approximately 179 units. Although the current proposal does not seek to achieve this maximum density, once constructed, the proposed smaller lot sizes still provide a more affordable alternative to large-lot developments, thereby adding to the variety of housing stock available in the City.

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.

If approved, the requested zoning map amendment would facilitate housing development within the established City core where easy access to services and public facilities is available. By concentrating development on undeveloped or underdeveloped land in this part of the City, conservation of land and resources in the more remote portions of the City can be realized.

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

Centrally located, the project site has easy access to utility infrastructure within adjoining or nearby developments. This allows efficient extension of infrastructure to the project site. Public services and facilities, such as an established roadway network, a fire station, schools, and recreational opportunities already serve neighboring developments, ensuring efficient access for the project's future residents.

LU.1.2 - Encourage new development to be in accordance with the Comprehensive Master Plan land use category.

The proposed zoning designation of SF6 is consistent with the site's mapped Comprehensive Master Plan land use category of Single Family Residential. If the zoning map amendment request is approved, future development of the site would inherently be in conformance with the Comprehensive Master Plan land use category.

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

The proposed project will consist of single-family residential development. This land use is compatible with existing established residential land uses in the vicinity. Further compatibility will be achieved through application of adjacency standards to provide appropriate transition between adjoining large-lot developments and the subject project.

LU.1.5 - Promote infill development

The project is considered infill development as defined by the City: vacant land surrounded by existing development served by public services and infrastructure.

2. Consistent with the surrounding land uses.

Surrounding parcels in the immediate vicinity are mapped Single Family Residential (SFR) in the City's Comprehensive Master Plan. The requested zoning district is consistent with this land use designation. Existing land uses in the vicinity are predominantly residential—the only exception to this pattern being a pre-school established on an adjoining lot zoned SF20 (Single Family, 20,000-square foot minimum). If approved, the requested zoning district of SF6 would allow a limited range of residential uses, including single-family detached

dwelling and accessory uses. These land uses would be compatible with the established land uses in the vicinity.

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

A public hearing was held at the August 13th Planning Commission meeting. At that meeting, the item was continued and an additional public hearing was held at the September 10th Planning Commission meeting.

These public hearings were noticed on July 28, 2025 via US Mail to all property owners within 300' of the site, to all manufactured home residents in manufactured home parks within 300' of the site, and to all owners, residents, and applicants for the proposed action. Legal notice was also published in the Reno-Gazette Journal on July 29, 2025. First reading of the proposed bill was conducted at the October 1st City Council meeting. A public hearing for adoption of the proposed bill will be held at the October 15th City Council meeting with corresponding legal ad and mailed public notice as described above.

Analysis: Tentative Subdivision Map

Recommendations and decisions on tentative maps shall be based on consideration of all of the following criteria:

1. Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal;

The subdivision has been designed to conform to applicable environmental and health laws and regulations.

On-site drainage and public sewage disposal will address any ongoing water pollution risk resulting from the development. Significant air pollution resulting from the proposed residential development is not anticipated.

Temporary measures to control dust, spills, and sediment will be required as part of any approvals for construction of improvements. Solid waste disposal will be provided by Waste Management.

2. Availability of water that meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;

Water supply meeting applicable health standards will be provided by the City of Fernley. Public water is available in Fort Sutter Boulevard to the immediate north of the site. As a condition of approval, the project proponent will be required to dedicate 1.12 acre-feet per lot to the City of Fernley. If dedicating groundwater rights, the amount of water to be dedicated will be calculated by the State Engineer. Dedication of water rights must occur prior to recordation of the final map.

3. Availability and accessibility of utilities;

Public and private utilities are available in the immediate vicinity of the proposed development. Public water is available in Fort Sutter Boulevard; public sewer is available in Westward Lane to the east. Both utilities will be extended to serve the project. A preliminary sewer modeling report was provided as part of the application package indicating that the City's sewer system has adequate capacity to serve the demand generated by the proposed project. Southwest Gas will provide natural gas services to the site. Communications utilities are also available nearby.

4. Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks;

The subject subdivision is proposed in an area already served by public services such as schools, police and fire protection, recreation facilities, and parks. In 2016, Lyon County School District anticipated that schools in Fernley would remain at adequate utilization until 2025 when some schools may approach inadequacy (Master Facilities Planning Report, MGT of America, Inc., April 19, 2016). Although the Lyon County School Board heard a presentation related to an updated facilities management plan earlier this year, those updates have not yet been released for public review. Students residing in the proposed development would attend Cottonwood Elementary School, Silverland Middle School, and Fernley High School. The Lyon County Sheriff's Office and North Lyon County Fire Protection District already serve the community surrounding the proposed subdivision and no changes to operations are anticipated to be needed to support this development. Picetti Park, Ponderosa Park, Green Valley Park, and Out of Town Park are all nearby, with travel distances ranging from just over one-half mile to just over two miles. Transportation network connectivity will be provided through construction and dedication of roadway improvements within and connecting to the development.

5. Consistency with the zoning district regulations;

The proposed subdivision has been examined for consistency with the SF6 zoning district dimensional standards and no apparent correction items were found. This includes, but is not limited to, lot width, minimum lot size, and a conceptual evaluation of setbacks.

Questions were raised at the September Planning Commission meeting regarding adjacency standards and applicant options for meeting said standards. It was asserted by the Commission that the Master Plan and Development Code are inconsistent, stating the Master Plan requires all adjacency actions to be utilized (buffer, lot matching, density transition) whereas the Development Code allows applicants to select only one of these. Staff notes that both the Development Code and Master Plan utilize an "or" statement. This word choice is clear: applicants *may* select only one option from the "menu" (or may propose a mix of options) and concurrent implementation of all three transition strategies is not required.

6. Conformity with the master streets and highways plan;

As designed and conditioned, the project will conform to the City's Design Standards and to the successor document to the Master Streets and Highways Plan, the Transportation Master Plan (2020). Impacts to the transportation network resulting from this development are anticipated to be minimal.

7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.

A traffic impact study (Traffic Impact Study, GCW Engineers & Surveyors, July 21, 2025) was provided for review. The report indicates that total trips generated by the development would not create adverse Level of Service impacts at surrounding intersections. The report recommends installation of an eastbound left-turn lane on Farm District Road as an improvement required with or without project impacts—this recommendation was confirmed by Nevada Department of Transportation staff and incorporated into the conditions of approval for the project. Local streets Fort Sutter Boulevard to the north, Clover Lane to the south, and Westward Lane to the east will be extended to serve the subdivision with appropriate dedication of rights-of-way or granting of easements to the City of Fernley. All roadway extensions and all new roads within the subdivision will be designed and constructed to meet City of Fernley standards. Pedestrian infrastructure will be provided within the subdivision, south of the subdivision along reconstructed and extended Clover Lane, and at the intersection of Clover Lane and Farm District Road, where a new crosswalk will be installed to connect the subdivision's pedestrian network with the existing multi-use path along Farm District Road.

8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting

properties;

The site is not mapped within any FEMA floodplain zones. The site slopes gently upgradient from northwest to east-southeast, rising approximately ten feet in elevation from site boundary to site boundary. There are no significant elevation changes between this site and adjoining sites, though private irrigation ditches are present along the east and west property boundaries, forming an informal barrier. Per the soils report provided as part of this application, the on-site soils consist of Swinger sandy loam (23.2 acres), Swinger clay loam (0.9 acres), and Biddleman-Mazuma association (0.7 acres). These soils vary in their suitability for construction but do not appear to pose any hazard to development, nor are any adverse impacts to neighboring properties anticipated.

9. Recommendations and comments of review bodies;

At the time of this report, there are no outstanding comments from review bodies. Comments from reviewing departments and agencies not addressed through corrected plans have been incorporated into the conditions of approval attached hereto.

10. Conformity to the master sewer and water utility plan; and

As conditioned, the project is designed to conform to the City's master sewer and water utility plans. Final improvement plans for the project will be required to adhere to City and state regulations regarding sanitary sewer and public water supply and installation of all infrastructure will be inspected to ensure compliance.

11. Compliance with this Code and all other applicable regulations.

As conditioned, the project is anticipated to meet all applicable requirements contained in Fernley Municipal Code and state law.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General References

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

Specific References

NRS 278.260 – Determination, establishment, enforcement and amendment of zoning regulations
NRS 278.330-278.353 – Subdivision of Land: Tentative Maps

FMC 32.03.040(e) – Zoning map amendments (rezoning)
FMC 32.03.060(f)(1) – Tentative subdivision maps
FMC 32.06.060 – General rural (GR20) and residential rural (RR5, RR1, and RR½)
FMC 32.06.070 – Residential – Single-family (SF20, SF12, SF9, SF6)
FMC 32.09 – Development Standards

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Exhibit 1 - Bill 365
2. Exhibit 2 - Conditions of Approval
3. Exhibit 3 - Tentative Map Set
4. Exhibit 4 - Project Narrative - Applicant
5. Exhibit 5 - Traffic Impact Study

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

BILL #365
CITY OF FERNLEY
ORDINANCE # _____

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH CASE NUMBER ZMA25001, TO CHANGE THE ZONING OF A ±24.72-ACRE SITE COMPRISED OF SIX (6) PARCELS GNERALLY LOCATED BETWEEN FARM DISTRICT ROAD, WESTWARD LANE, LANGDON STREET, AND WINNIE LANE FROM RR5 (RURAL RESIDENTIAL, 5-ACRE MINIMUM) AND RR½ (RURAL RESIDENTIAL, ONE-HALF-ACRE MINIMUM) TO SF6 (SINGLE-FAMILY RESIDENTIAL, 6,000-SQUARE FOOT MINIMUM) (APNS 021-331-15, -19, -20, -22, -29, AND -38)

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

Section 1: The zoning of that certain real property totaling ±24.72 acres, more or less, situated in the City of Fernley, Nevada, and owned by Genica Clover Ranch, LLC and Shawna Tibbals, being more particularly described on Exhibit “A” attached hereto and depicted on “Exhibit B” attached hereto is hereby reclassified from RR5 (Rural Residential, 5-acre minimum) and RR½ (Rural Residential, ½-acre minimum) to SF6 (Single-Family Residential, 6,000-square foot minimum).

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

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

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

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

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

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

BILL #365 BEING HEREBY PROPOSED this 1st day of October 2025.

BILL #365 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 15th day of October 2025, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

Attest By: _____
Kimberly Swanson, City Clerk

Date: _____

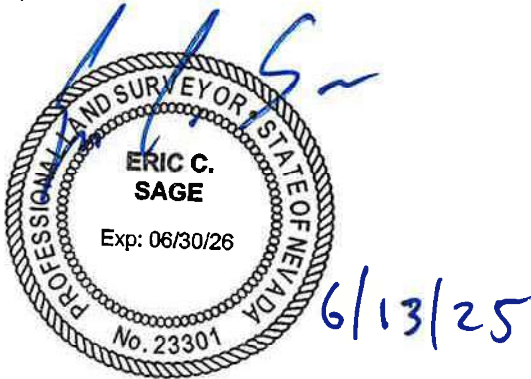
**LEGAL DESCRIPTION
CHAPARRAL ESTATES
TENTATIVE MAP BOUNDARY**

All that certain real property situate within the Northwest One-Quarter (NW 1/4) of Section 20, Township 20 North, Range 25 East, M.D.M., City of Fernley, County of Lyon, State of Nevada, being more particularly described as follows:

BEING Parcel 3 per Parcel Map File No. 100090 recorded June 11, 1986, Parcel 1, Parcel 3, and Parcel 4 per Parcel Map File No. 105269 recorded February 3, 1987, Parcel 2-A per Parcel Map File No. 142350 recorded June 25, 1991, and Parcel 2-B-1 per Boundary Line Adjustment Quitclaim Deed Document No. 554364 and shown on Record of Survey Document No. 554363 both recorded August 22, 2016, all of the above in the Official Records of Lyon County, State of Nevada.

APNs: 021-331-15, 021-331-19, 021-331-20, 021-331-22, 021-331-29, & 021-331-38

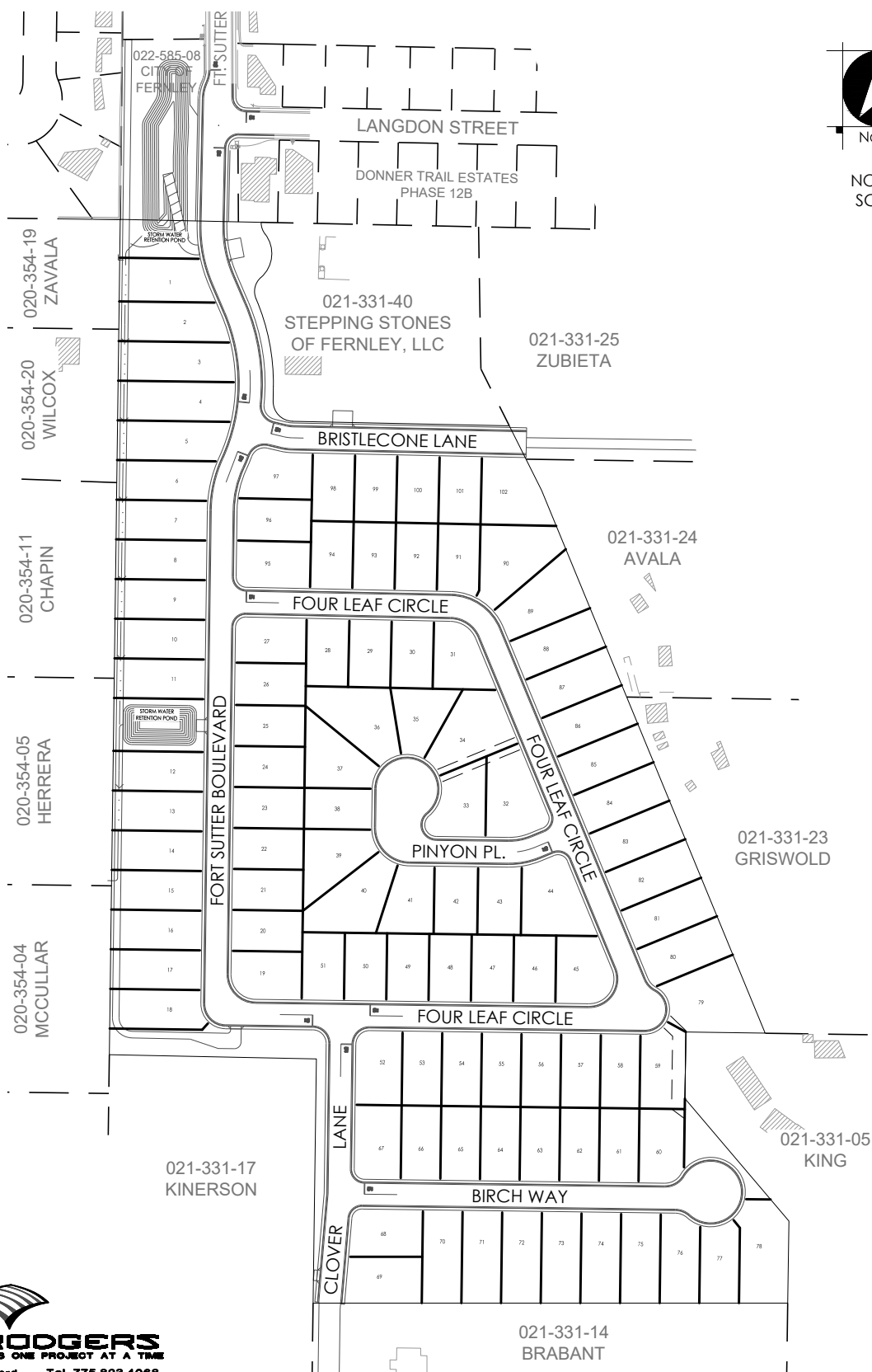
Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502
(775) 823-4068



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

FERNLEY, NEVADA
AUGUST 2025

FERNLEY, NEVADA
AUGUST 2025



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

1361 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4068

Conditions of Approval for ZMA25001 and TSM25001
ZONING MAP AMENDMENT
TENTATIVE SUBDIVISION MAP

SCOPE AND DURATION OF APPROVAL

1. APPROVAL:

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

2. PROJECT DESCRIPTION:

THE PROJECT APPROVAL IS LIMITED TO THE FOLLOWING:

- A. A ZONING MAP AMENDMENT CHANGING THE ZONING OF SIX (6) PARCELS COMPRISING ±24.72 ACRES FROM RR½ (RURAL RESIDENTIAL, ONE-HALF ACRE MINIMUM) AND RR5 (RURAL RESIDENTIAL, 5-ACRE MINIMUM) TO SF6 (SINGLE FAMILY, 6,000 SQUARE FOOT MINIMUM), AND
- B. TENTATIVE SUBDIVISION OF ±24.72 ACRES INTO 105 RESIDENTIAL LOTS, INCLUDING THREE LOTS FOR COMMON AREA AND STORMWATER DETENTION, GENERALLY LOCATED BETWEEN FARM DISTRICT ROAD TO THE SOUTH, LANGDON STREET TO THE NORTH, WINNIE LANE TO THE WEST, AND NEVADA PACIFIC BOULEVARD TO THE EAST (APNS 021-331-15, -19, -20, -22, -29, and -38).

3. EXPIRATION DATE:

THE TENTATIVE SUBDIVISION MAP SHALL EXPIRE WITHIN FOUR (4) YEARS OF THE DATE OF CITY COUNCIL APPROVAL, UNLESS AN EXTENSION OF TIME OF UP TO TWO (2) YEARS HAS BEEN APPROVED BY THE PLANNING COMMISSION OR THE FINAL SUBDIVISION MAP OR A PHASE OF THE FINAL SUBDIVISION MAP HAS BEEN RECORDED.

THE ZONING MAP AMENDMENT DOES NOT EXPIRE.

4. GOVERNING DOCUMENTS:

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

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

FINAL MAP REQUIREMENTS

5. DESIGN STANDARDS:

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

6. ADJACENCY:

PRIOR TO RECORDING ANY FINAL MAP FOR THE PROPOSED SUBDIVISION, THE DEVELOPER SHALL DEMONSTRATE COMPLIANCE WITH THE ADJACENCY STANDARDS CONTAINED IN FERNLEY MUNICIPAL CODE TITLE 32 SECTION 9 TO THE APPROVAL OF THE ADMINISTRATOR.

Conditions of Approval for ZMA25001 and TSM25001
ZONING MAP AMENDMENT
TENTATIVE SUBDIVISION MAP

7. ENGINEERING DEPARTMENT:

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

8. LEGAL ACCESS:

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

9. IRRIGATION EASEMENTS:

ALL ABANDONMENTS AND/OR REALIGNMENTS OF TRUCKEE-CARSON IRRIGATION DISTRICT (TCID) OR UNITED STATES BUREAU OF RECLAMATION (USBR) EASEMENTS SHALL BE FINALIZED AND ACCEPTED BY TCID/USBR AND THE CITY OF FERNLEY PRIOR TO RECORDATION OF ANY FINAL MAP FOR THE PROJECT.

10. MAINTENANCE EASEMENTS:

THE DEVELOPER SHALL PROVIDE EASEMENTS TO CITY OF FERNLEY FOR MAINTENANCE OF ALL PUBLIC INFRASTRUCTURE INSTALLED ON PRIVATE PROPERTY. THE EASEMENTS SHALL INCLUDE CITY OF FERNLEY'S STANDARD EASEMENT LANGUAGE, SUBJECT TO APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR, AND SHALL BE RECORDED ALONG WITH THE FINAL SUBDIVISION MAP. ALL EASEMENTS SHALL BE WIDE ENOUGH TO ALLOW FOR OPERATIONS, MAINTENANCE, AND REPLACEMENT OF UTILITY IN THE FUTURE. THE MINIMUM WIDTH IS 20 FEET FOR A SINGLE UTILITY AND 30 FEET FOR TWO UTILITIES OR DEEP SEWER.

11. MAINTENANCE ASSOCIATION:

THE DEVELOPER SHALL ESTABLISH A MAINTENANCE ASSOCIATION FOR THE UPKEEP OF ALL COMMON AREAS, THE LANDSCAPING AND FENCING ALONG THE EASTERN BOUNDARY OF THE DEVELOPMENT, AND ANY DRAINAGE CONVEYANCE FACILITIES NOT DEDICATED TO THE CITY OF FERNLEY. DOCUMENTS ESTABLISHING THE MAINTENANCE ASSOCIATION SHALL BE SUBMITTED, APPROVED, AND RECORDED ALONG WITH THE FINAL SUBDIVISION MAP. THIS CONDITION IS SUBJECT TO THE APPROVAL OF THE ADMINISTRATOR, CITY ATTORNEY, CITY ENGINEER, FINANCE DIRECTOR, AND PUBLIC WORKS DIRECTOR.

12. FINAL HYDROLOGICAL REPORT:

PRIOR TO APPROVAL OF A SUBDIVISION MAP FOR ANY PORTION OF THE PROJECT, THE DEVELOPER SHALL PROVIDE A FINAL HYDROLOGICAL REPORT FOR THE PROJECT IN CONFORMANCE WITH THE FERNLEY MUNICIPAL CODE AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER.

13. WATER RIGHTS:

PRIOR TO RECORDING A FINAL SUBDIVISION MAP, IN ORDER TO BE SERVED BY THE CITY'S MUNICIPAL WATER SYSTEM, THE DEVELOPER SHALL DEDICATE THE APPROPRIATE AMOUNT OF WATER RIGHTS, AS CALCULATED BY THE CITY ENGINEER. SHOULD THE PROJECT BE CONSTRUCTED IN PHASES, THESE REQUIREMENTS MAY BE CALCULATED ON A PER-PHASE BASIS. THIS REQUIREMENT IS SUBJECT TO THE APPROVAL OF THE PUBLIC WORKS DIRECTOR, THE CITY ENGINEER, AND THE ADMINISTRATOR

Conditions of Approval for ZMA25001 and TSM25001
ZONING MAP AMENDMENT
TENTATIVE SUBDIVISION MAP

14. WATER AND SEWER SYSTEM MODELING:

PRIOR TO APPROVAL OF A FINAL SUBDIVISION MAP, THE DEVELOPER SHALL COMPLETE WATER AND SEWER MODELING AND CONSTRUCT ANY IMPROVEMENTS IDENTIFIED AS NECESSARY TO SERVE THE PROJECT IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. THIS REQUIREMENT IS SUBJECT TO APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR.

15. WATER SYSTEM LOOPING:

WATER MAINS SHALL BE LOOPED AT THE END OF CUL DE SACS OR THE LAYOUT OF THE SUBDIVISION SHALL BE ADJUSTED TO ELIMINATE CUL DE SACS.

16. OFF-SITE WATER LOOPING:

OFF-SITE WATER LOOPING IS REQUIRED TO THE SOUTH ALONG CLOVER LANE TO FARM DISTRICT ROAD AND NORTH TO DONNER TRAILS. TYPICAL FIRE HYDRANT SPACING PER NORTH LYON FIRE PROTECTION DISTRICT SHALL BE INCLUDED WITH OFF-SITE WATER MAINS.

17. WATER AND SEWER SYSTEM DESIGN AND APPROVAL:

THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING CONNECTIONS AND DEMANDS TO THE CITY'S SANITARY SEWER AND POTABLE WATER SYSTEMS, INCLUDING, BUT NOT LIMITED TO, ASSOCIATED FEES, DESIGN STANDARDS, DEVELOPMENT CODE REQUIREMENTS, AND STATE REQUIREMENTS.

PRIOR TO APPROVAL OF A FINAL SUBDIVISION MAP FOR THE PROJECT, THE DEVELOPER SHALL PERMIT THE WATER SYSTEM MODIFICATIONS IN CONFORMANCE WITH THE CITY OF FERNLEY MUNICIPAL CODE AND PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, AND ADMINISTRATOR.

18. WATER AND SEWER SYSTEM MAINS AND SERVICES:

PRIOR TO RECORDING A FINAL SUBDIVISION MAP, THE DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTING ALL IMPROVEMENTS DEEMED NECESSARY TO SERVE THE PROJECT, AS IDENTIFIED IN THE APPROVED WATER AND SEWER MODELING REPORTS, SUBJECT TO APPROVAL OF THE CITY ENGINEER. THE DEVELOPER SHALL COMPLY WITH THE CITY OF FERNLEY MUNICIPAL CODE REGARDING THE SANITARY SEWER AND WATER SYSTEMS, INCLUDING ASSOCIATED CONNECTION FEES, PRIOR TO ISSUING A PERMIT FOR THE CIVIL IMPROVEMENTS FOR THIS PROJECT.

19. PHASING:

IF THE FINAL SUBDIVISION MAP IS PHASED, EACH PHASE SUBMITTED MUST BE DESIGNED TO MEET THE PUBLIC FACILITIES AND IMPROVEMENT STANDARDS AND BE ABLE TO OPERATE INDEPENDENTLY AND AS PART OF THE OVERALL DESIGN. A PHASING PLAN SHOULD BE SUBMITTED WITH PHASE 1. CHANGES TO THE PHASING PLAN WILL REQUIRE REVIEW AND APPROVAL BY THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR, PRIOR TO IMPLEMENTATION.

20. STREETS AND SIGNAGE:

STREET IDENTIFICATION SIGNS MUST BE IN PLACE AND STREETS WITHIN THE SUBDIVISION MUST BE COMPLETE, TO THE APPROVAL OF THE CITY ENGINEER AND FIRE CHIEF, PRIOR TO SUBMITTING THE FINAL MAP APPLICATION.

Conditions of Approval for ZMA25001 and TSM25001
ZONING MAP AMENDMENT
TENTATIVE SUBDIVISION MAP

FINAL IMPROVEMENT PLANS

21. IMPROVEMENT PLANS REQUIRED:

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

22. GENERAL:

IMPROVEMENT PLANS SHALL IDENTIFY ALL IMPROVEMENTS AS "PUBLIC" (TO BE DEDICATED) OR "PRIVATE."

23. GEOTECHNICAL REPORT:

A FINAL GEOTECHNICAL INVESTIGATION SHALL BE SUBMITTED WITH THE FINAL IMPROVEMENT PLAN SUBMITTALS.

THE FINAL GEOTECHNICAL INVESTIGATION SHALL INCLUDE INFORMATION REGARDING PAVEMENT SECTION STUDY.

24. TRANSITIONS:

FINAL IMPROVEMENT PLANS SHALL REQUIRE REMOVAL AND REPLACEMENT OF EXISTING PAVEMENT, SIDEWALKS, AND CURB AND GUTTER WHERE NEW ROADS TIE IN TO EXISTING ROADS TO ENSURE SMOOTH TRANSITIONS BETWEEN EXISTING AND NEW ROADS.

25. PEDESTRIAN RAMPS:

PEDESTRIAN RAMPS SHALL BE PROVIDED AT THE SOUTHWEST AND SOUTHEAST CORNERS OF FORT SUTTER BOULEVARD AND LANGDON STREET.

A MINIMUM OF THREE PEDESTRIAN RAMPS SHALL BE PROVIDED AT ALL T-INTERSECTIONS, INCLUDING BULBS.

26. SIDEWALKS:

SIDEWALKS SHALL BE INCREASED TO 5 FEET WIDE OR PASSING SPACES SHALL BE INCORPORATED EVERY 200 FEET IN ACCORDANCE WITH AMERICANS WITH DISABILITY ACT AND ACCESSIBLE GUIDELINES FOR PEDESTRIAN FACILITIES IN PUBLIC RIGHT-OF-WAY REQUIREMENTS.

27. T-INTERSECTIONS:

THE FINAL IMPROVEMENT PLANS WILL NEED TO REVISE THE CURB LINES OF ALL THREE LEGS OF THE EXISTING FORT SUTTER BOULEVARD AND LANGDON STREET INTERSECTION. TO CONVERT THIS BULB TO A T-INTERSECTION AS PROPOSED, THE ASPHALT WIDTHS AND CURB LINES NEED TO BE ADJUSTED TO MATCH A T- INTERSECTION.

28. GUTTERS:

THE FINAL IMPROVEMENT PLANS SHALL ELIMINATE VALLEY GUTTERS AT PUBLIC ROAD INTERSECTIONS TO THE EXTENT POSSIBLE.

29. ACCESS TO ADJOINING SITES:

THE FINAL IMPROVEMENT PLANS SHALL COORDINATE THE EXISTING CLOVER LANE ACCESS IN FRONT OF THE SCHOOL AND PROVIDE CONNECTIVITY OFF OF BRISTLECONE LANE AS

Conditions of Approval for ZMA25001 and TSM25001
ZONING MAP AMENDMENT
TENTATIVE SUBDIVISION MAP

REQUIRED FOR THE SECONDARY DRIVEWAY ACCESS TO THE SCHOOL.

30. OFF-SITE IMPROVEMENTS – CLOVER LANE:

THE OFF-SITE PORTION OF CLOVER LANE TO THE SOUTH OF THE DEVELOPMENT SHALL BE RECONSTRUCTED TO MATCH THE IMPROVED 50-FOOT RIGHT-OF-WAY ROADWAY SECTION WHICH INCLUDES CURB, GUTTER, AND SIDEWALK. SIDEWALK ON AT LEAST ONE SIDE OF CLOVER LANE SHALL BE PROVIDED TO FARM DISTRICT ROAD. ON THE FINAL IMPROVEMENT PLANS, CLOVER LANE SHALL BE REFERENCED AS BEING OFFERED FOR DEDICATION TO THE CITY.

IF ANY OF THE UNDERLYING FEE PROPERTY OWNERS ARE UNWILLING TO APPROVE DEDICATION OF THE RIGHT-OF-WAY, SUFFICIENT EASEMENT RIGHTS FOR CITY ROADWAY AND CITY WATER, SEWER, AND STORM DRAIN UTILITIES SHALL BE DOCUMENTED AND VERIFIED PRIOR TO RECORDATION OF THE FINAL MAP.

31. OFF-SITE IMPROVEMENTS – FARM DISTRICT ROAD CROSSWALK:

THE FARM DISTRICT ROAD/CLOVER LANE INTERSECTION IMPROVEMENTS SHALL INCLUDE A NEW CROSSWALK ACROSS FARM DISTRICT ROAD TO CONNECT TO THE EXISTING MULTI-USE PATH. THE CROSS WALK SHALL BE EQUIPPED WITH RAPID FLASHING BEACONS MEETING CITY AND NDOT REQUIREMENTS.

32. OFF-SITE IMPROVEMENTS – TRAFFIC MITIGATION:

THE FINAL IMPROVEMENT PLANS SHALL INCLUDE THE ADDITION OF AN EASTBOUND LEFT-TURN LANE ON FARM DISTRICT ROAD AS RECOMMENDED BY THE TRAFFIC STUDY AND NEVADA DEPARTMENT OF TRANSPORTATION.

STORM WATER TREATMENT AND DRAINAGE

33. FINAL DRAINAGE REPORT:

AS PART OF THE FINAL IMPROVEMENT PLANS, THE DEVELOPER SHALL PROVIDE A FINAL DRAINAGE REPORT FOR THE PROJECT IN CONFORMANCE WITH FERNLEY MUNICIPAL CODE AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER. THE REPORT SHALL INCLUDE PERCOLATION RATES AT THE DEPTH PROPOSED FOR THE NEW STORMWATER BASIN, PROVIDE A REVIEW OF THE SOILS BELOW THE PROPOSED BASIN, AND VERIFY SIZING AND PIPE ELEVATIONS OF THE RECONFIGURED BASIN IN DONNER TRAILS PH 12B.

34. RETENTION BASIN VOLUME:

THE PROPOSED RETENTION BASIN SHALL HAVE SUFFICIENT VOLUME STORAGE TO RETAIN THE PRE- VS. POST-100-YEAR, 24-HOUR STORM RUNOFF WITH ONE FOOT OF FREEBOARD.

35. RETENTION BASIN DESIGN:

FLAT BOTTOMS SHALL BE PROVIDED IN ALL PROPOSED RETENTION BASINS TO ALLOW MAINTENANCE ACCESS BY VEHICLE TO REMOVE ACCUMULATED SEDIMENT. THE SURFACE FOR THE ACCESS TO THE BOTTOM OF THE BASIN SHALL BE PAVEMENT OR ARTICULATING CONCRETE BLOCKS AT 15% MAX SLOPE. THE BASIN SHALL BE COMPLETELY FENCED.

36. OVERFLOW LOCATION AND DESIGN:

THE NEW STORMWATER RETENTION POND HAS AN OVERFLOW ROUTED THROUGH AN OVERHEAD HIGH-VOLTAGE POWER LINE EASEMENT. RELOCATE THE STORM WATER POND, RELOCATE THE OVERFLOW OUTSIDE OF THE EASEMENT, OR PROVIDE VERIFICATION FROM NV ENERGY THAT THE OVERFLOW DITCH CAN BE INSTALLED WITHIN THE EASEMENT. IF A

Conditions of Approval for ZMA25001 and TSM25001
ZONING MAP AMENDMENT
TENTATIVE SUBDIVISION MAP

PUBLIC REAR-LOT DITCH REMAINS FOR OVERFLOW PURPOSES, IT SHALL BE LINED AND BE DESIGNED TO BE ACCESSIBLE FOR LONG-TERM MAINTENANCE PER THE PUBLIC WORKS DESIGN MANUAL.

37. EXISTING POND OVERFLOW:

FINAL IMPROVEMENT PLANS SHALL INCLUDE AN OVERFLOW ROUTE FROM THE EXISTING DONNER TRAILS PH 12B STORMWATER POND TO THE NEW CHAPPARAL ESTATES POND OR OVERFLOW DITCH. THE POND SHALL HAVE A SAFE OVERFLOW PATH TO ENSURE THE NORTHERLY LOTS OF CHAPPARAL ESTATES ARE NOT SUBJECT TO INUNDATION FROM OVERFLOWS FROM THE EXISTING POND.

38. MAINTENANCE ACCESS AND DESIGN:

FINAL IMPROVEMENT PLANS SHALL PROVIDE A PAVED OR GRAVEL ACCESS ROAD FOR MAINTENANCE AROUND THE DETENTION BASIN TO THE SATISFACTION OF THE CITY ENGINEER.

BUILDING PERMIT REQUIREMENTS

39. CONSTRUCTION TIMELINE:

PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY PHASE OF THE PROJECT, DRAINAGE CONVEYANCE FACILITIES AND OTHER IMPROVEMENTS MUST BE CONSTRUCTED AND FUNCTIONAL. DESIGN AND CONSTRUCTION OF ALL DRAINAGE CONVEYANCE FACILITIES IS SUBJECT TO APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

40. PUBLIC AND PRIVATE INFRASTRUCTURE:

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

REGULATORY AGENCIES

41. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

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

42. FEDERAL, STATE, AND LOCAL AGENCIES:

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

Conditions of Approval for ZMA25001 and TSM25001
ZONING MAP AMENDMENT
TENTATIVE SUBDIVISION MAP

43. POSTAL SERVICE:

PRIOR TO ISSUANCE OF ANY BUILDING PERMIT FOR ANY PHASE OF THE PROJECT, THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE UNITED STATES POSTAL SERVICE FOR MAIL DELIVERY, MAILBOX DESIGN, AND MAILBOX LOCATION FOR THAT PHASE. THIS REQUIREMENT IS SUBJECT TO APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, FERNLEY POSTMASTER, AND PUBLIC WORKS DIRECTOR.

44. ADDRESSING:

THE DEVELOPER SHALL SUBMIT A REQUEST FOR ADDRESS FORM TO THE CITY OF FERNLEY ENGINEERING DEPARTMENT FOR REVIEW AND APPROVAL. ALL ADDRESSING SHALL BE COMPLETED BY THE CITY PRIOR TO ISSUANCE OF A BUILDING PERMIT.

45. 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, PUBLIC WORKS DIRECTOR, AND CITY ENGINEER.

46. NEVADA REVISED STATUTES 278 COMPLIANCE:

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

47. WASTE MANAGEMENT:

THE DEVELOPER SHALL PROVIDE A WILL-SERVE FROM WASTE MANAGEMENT, SUBJECT TO APPROVAL OF THE ADMINISTRATOR, PRIOR TO RECORDING ANY FINAL SUBDIVISION MAP.

CHAPARRAL ESTATES
TENTATIVE SUBDIVISION MAP
TITLE SHEET

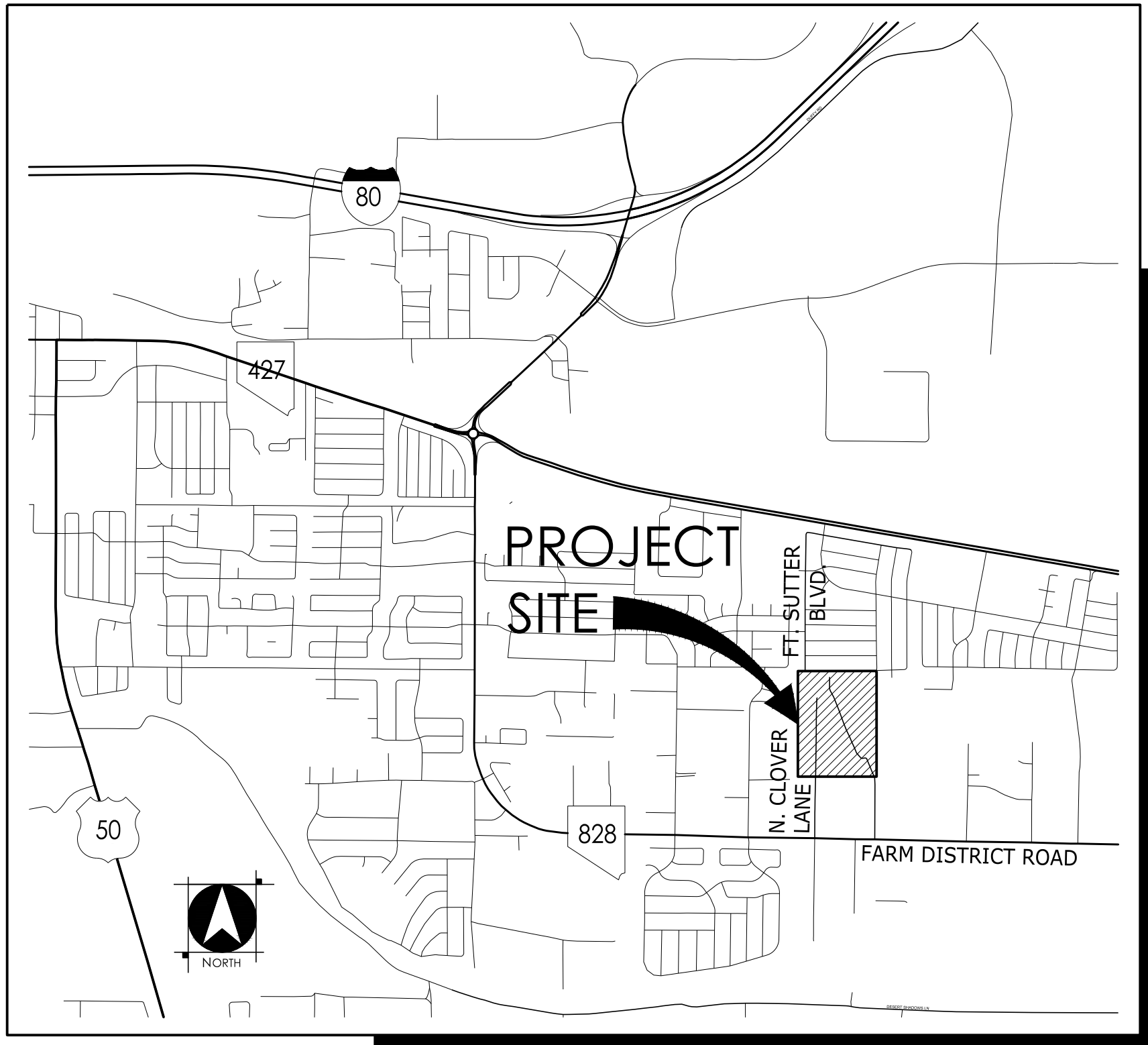
OWNER / DEVELOPER
GENICA CLOVER RANCH, LLC
POST OFFICE BOX 2267
CHILLIWACK, BRITISH COLUMBIA
CANADA V2R 1A6
253.380.3054

BASIS OF BEARINGS

NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983/1994, AS DETERMINED USING RTK GPS CORRECTIONS FROM NATIONAL GEODETIC SURVEY BENCHMARK THE BEARING BETWEEN NGS BENCHMARKS 'B 340' TAKEN AS NORTH 73°13'02" EAST. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES, COMBINED GRID-TO-GROUND FACTOR = 1.000245

BASIS OF ELEVATION

THE BASIS OF ELEVATION IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AS TAKEN FROM NGS BENCHMARK WITH A PUBLISHED ELEVATION OF 4155.00 FT. BENCHMARK DESCRIBED AS BEING A 3-1/4-INCH DIAMETER DISK SET IN THE TOP OF A CONCRETE MONUMENT STAMPED B 340 1953.



VICINITY MAP
NOT TO SCALE

SITE INFORMATION:

OVERALL SITE STATISTICS
TOTAL PROJECT AREA: 24.72 AC
TOTAL LOT AREA: 18.04 AC
TOTAL AREA, DEDICATED LOTS (2): 0.40 AC (TO CITY OF FERNLEY)
TOTAL COMMON AREAS: 0.65 AC
TOTAL RIGHTS-OF-WAY: 5.63 AC

RESIDENTIAL LOT STATISTICS
TOTAL NUMBER OF LOTS: 102
AVERAGE LOT SIZE: 7,702 SF
MINIMUM LOT SIZE: 6,200 SF
MAXIMUM LOT SIZE: 12,249 SF

PROJECT DENSITY
GROSS DENSITY = 4.1 DU / AC
NET DENSITY = 5.7 DU / AC
PROPOSED ZONING: SF6

ASSESSOR PARCEL NUMBERS
021-331-15, -19, -20, -22, -29, -38

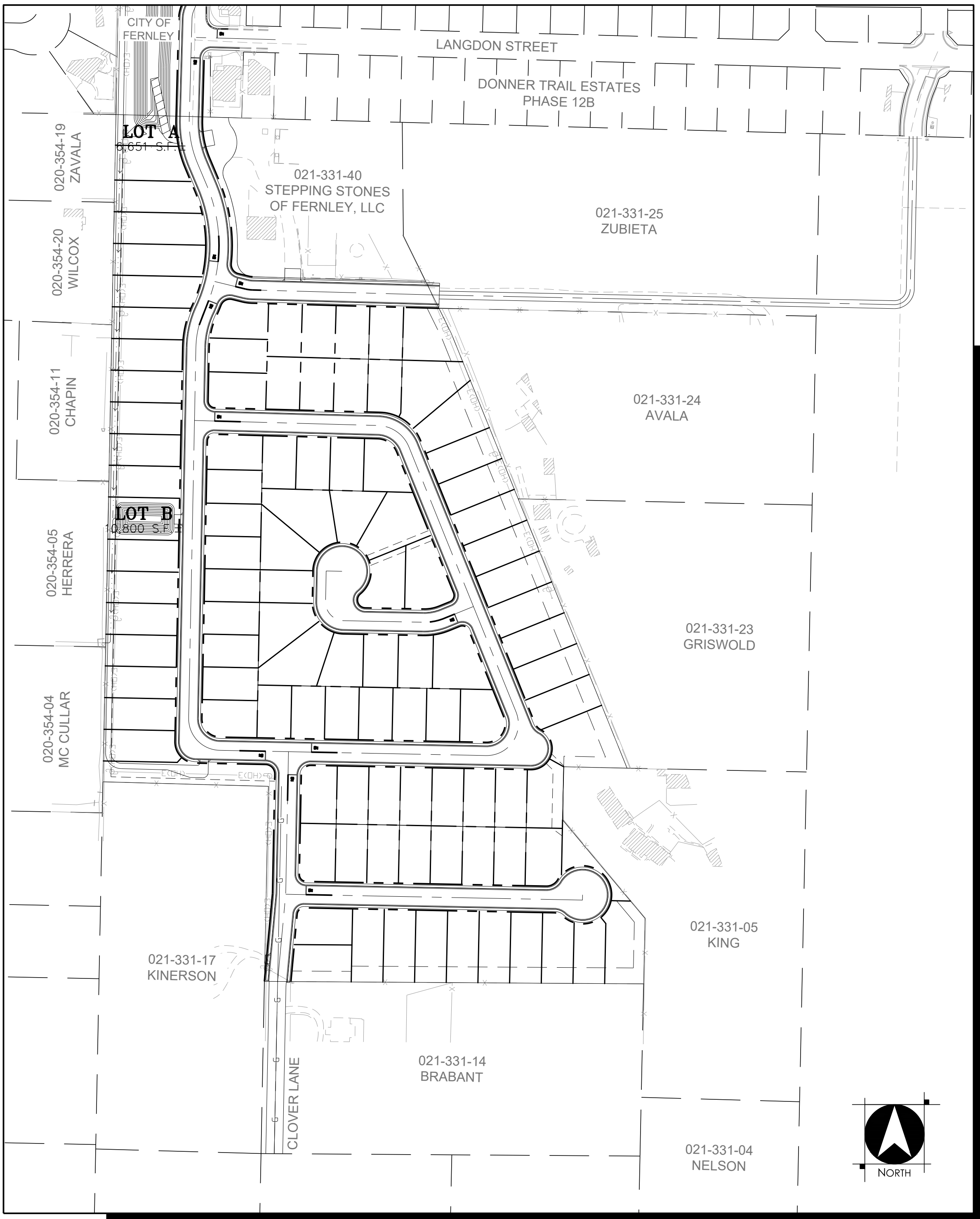
ENGINEER'S STATEMENT:

I, EVAN NIKIRK, DO HEREBY CERTIFY THAT THIS PLAN SET HAS BEEN PREPARED BY ME OR UNDER MY SUPERVISION AND WAS COMPLETED ON THE 23rd DAY OF JULY, 2025.

Evan Nikirk
EVAN NIKIRK, P.E. #11466

SHEET INDEX

SHEET	DWG	DRAWING DESCRIPTION
1	T-1	TITLE SHEET
2	DE-1	EXISTING CONDITIONS AND DEMOLITION PLAN
3	LB-1	PRELIMINARY LOT AND BLOCK PLAN, NORTH
4	LB-2	PRELIMINARY LOT AND BLOCK PLAN, SOUTH
5	U-1	PRELIMINARY UTILITY PLAN, NORTH
6	U-2	PRELIMINARY UTILITY PLAN, SOUTH
7	G-1	PRELIMINARY GRADING PLAN, NORTH
8	G-2	PRELIMINARY GRADING PLAN, SOUTH
9	F-1	PRELIMINARY FENCING PLAN, NORTH
10	F-2	PRELIMINARY FENCING PLAN, SOUTH
11	LS-1	PRELIMINARY LANDSCAPING PLAN



SITE PLAN
1" = 150'

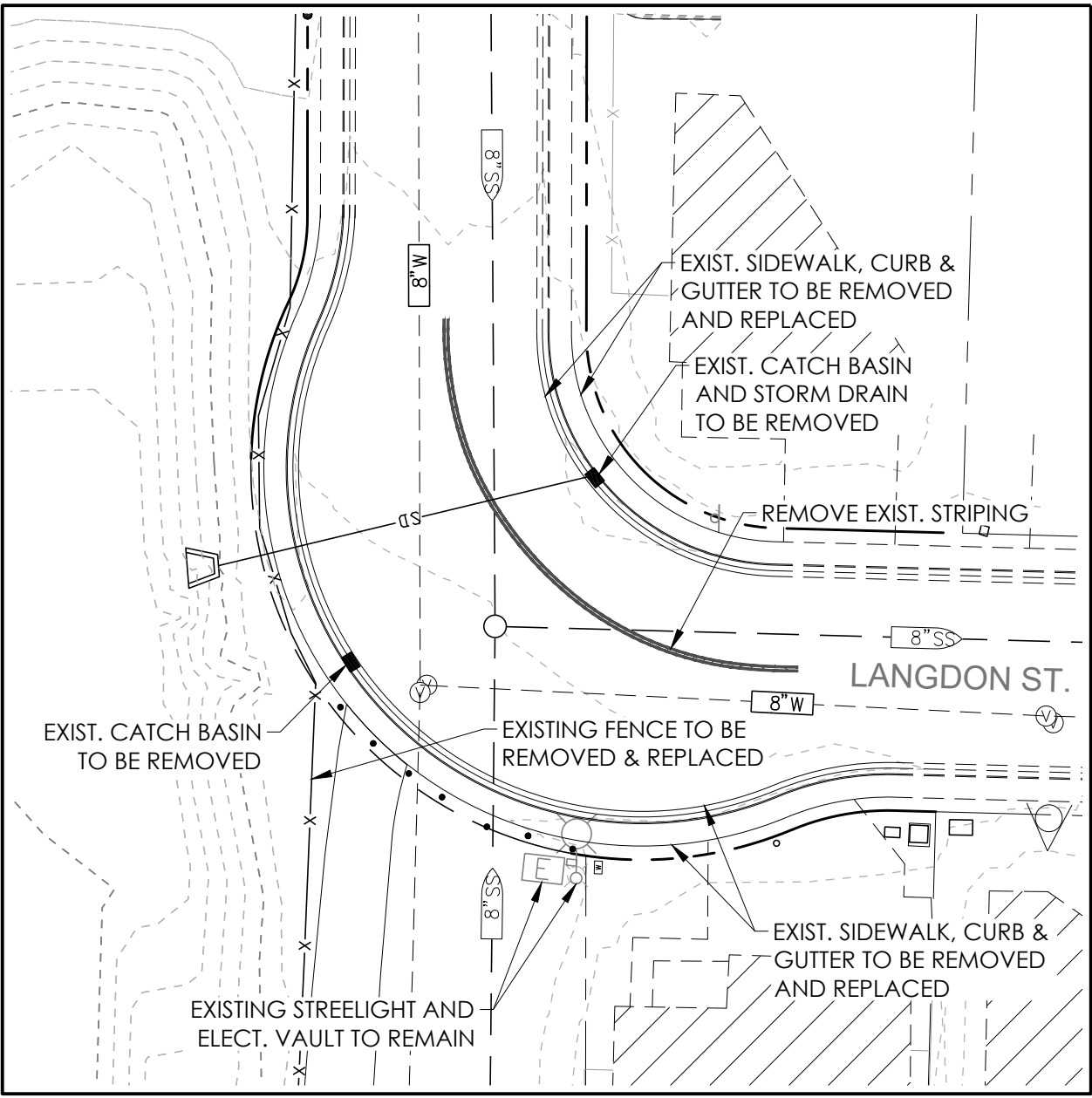
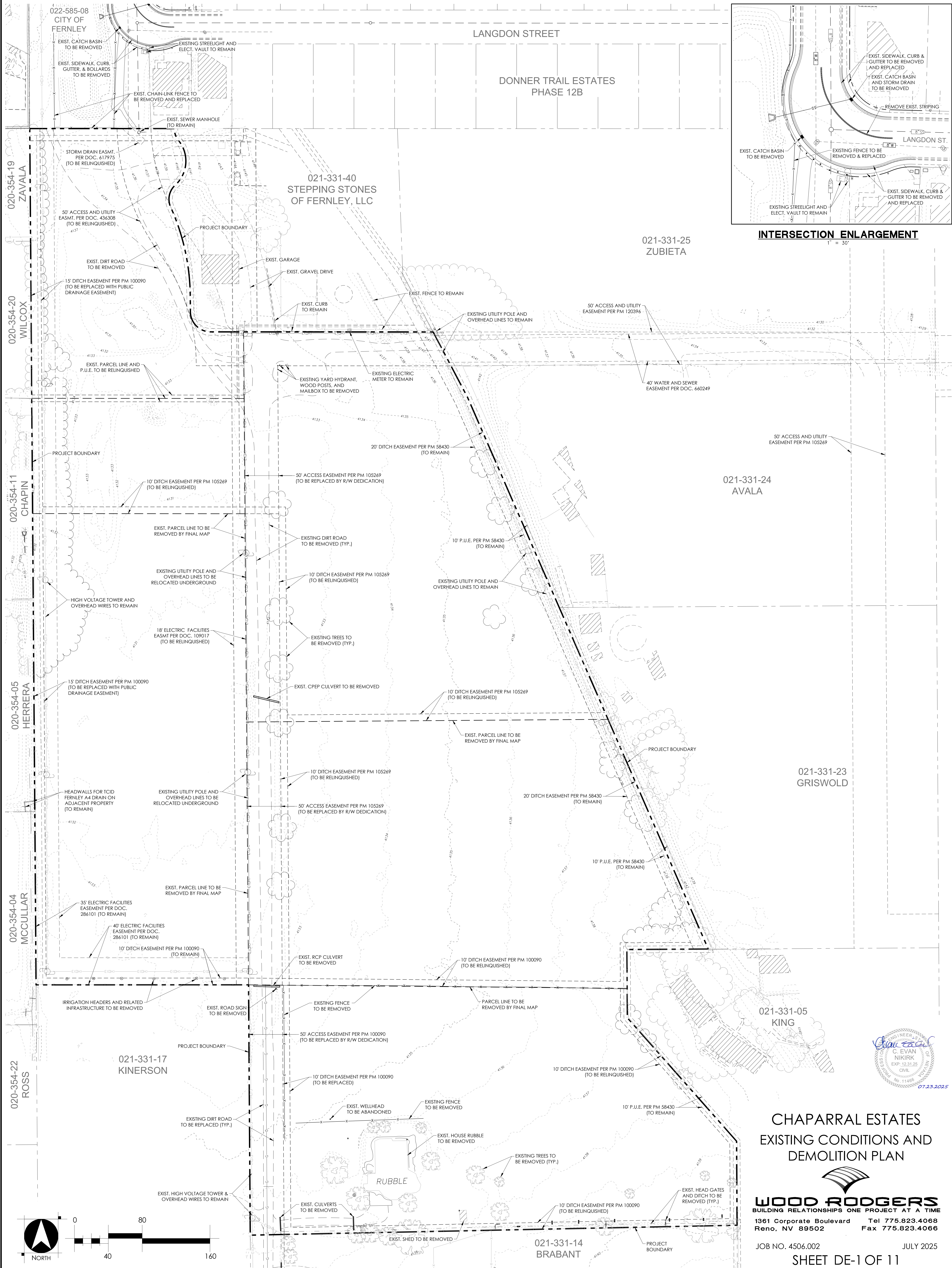


CHAPARRAL ESTATES
TITLE SHEET

WOOD ROGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

JOB NO. 4506.002 JULY 2025
SHEET T-1 OF 11

CHAPARRAL ESTATES
TENTATIVE SUBDIVISION MAP
EXISTING CONDITIONS AND DEMOLITION PLAN

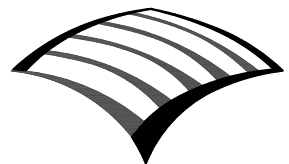


INTERSECTION ENLARGEMENT

1" = 30'



CHAPARRAL ESTATES
EXISTING CONDITIONS AND
DEMOLITION PLAN

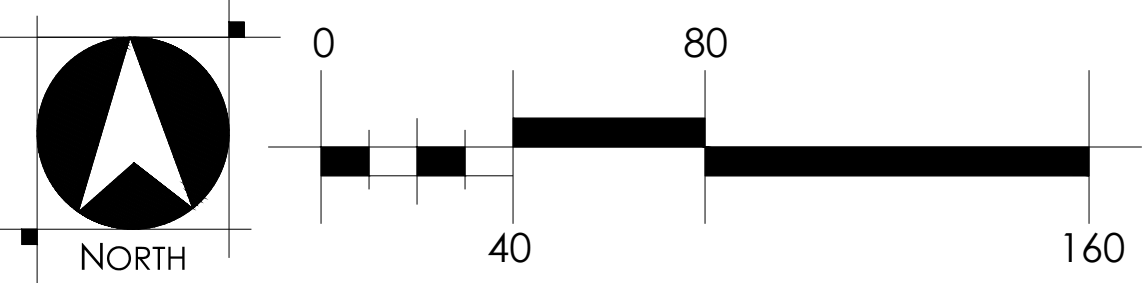
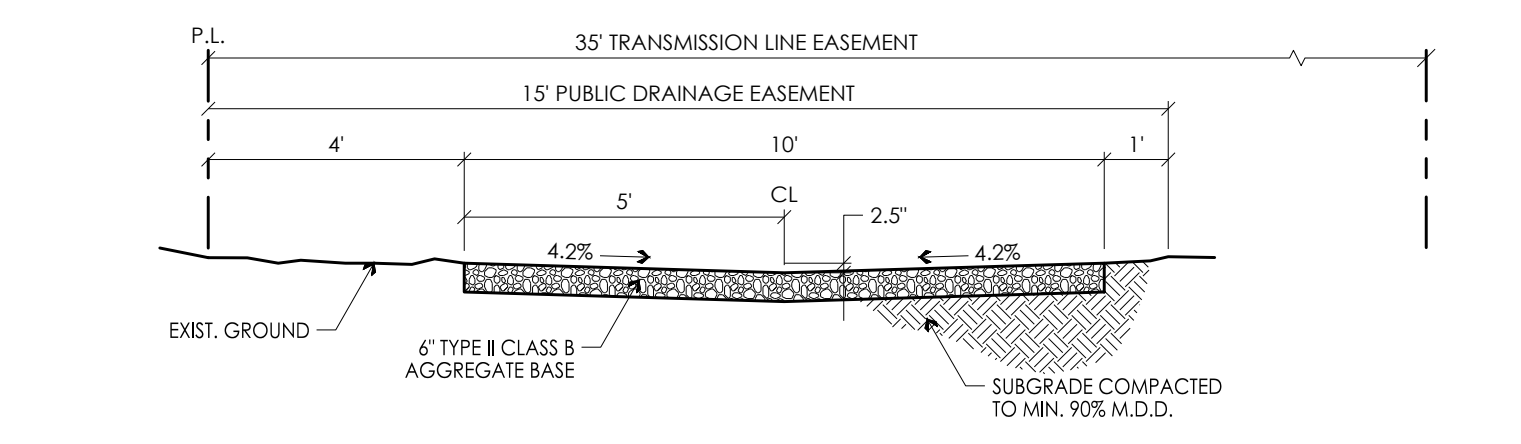
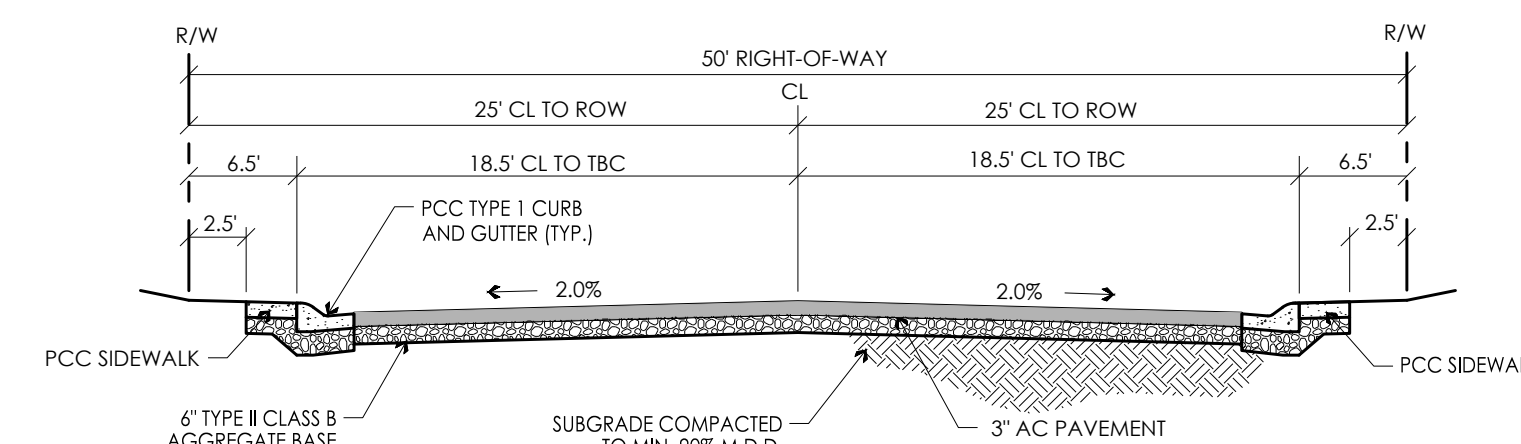
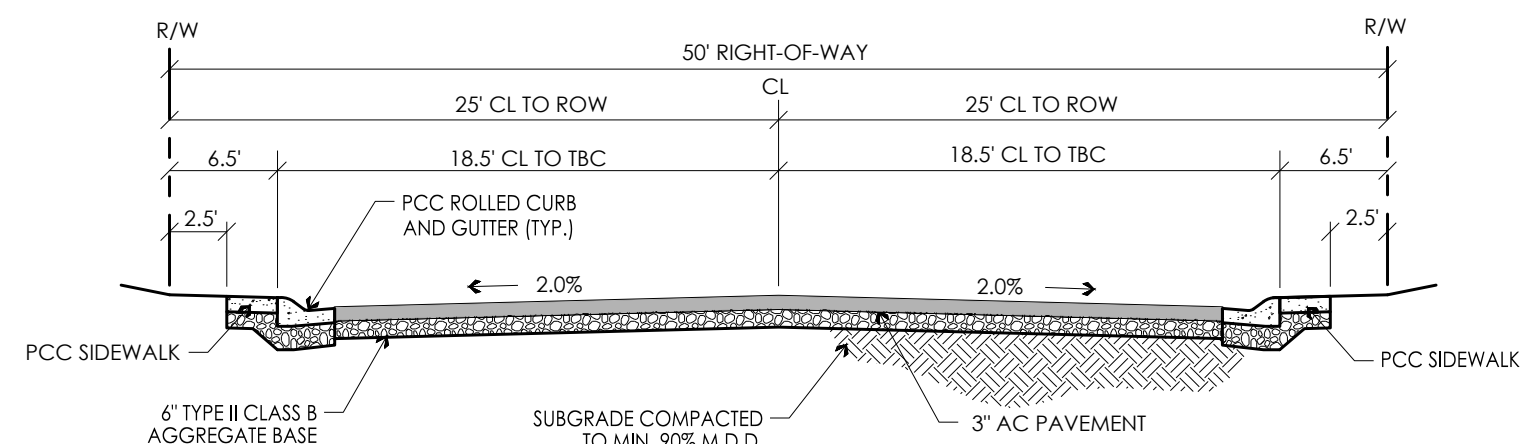
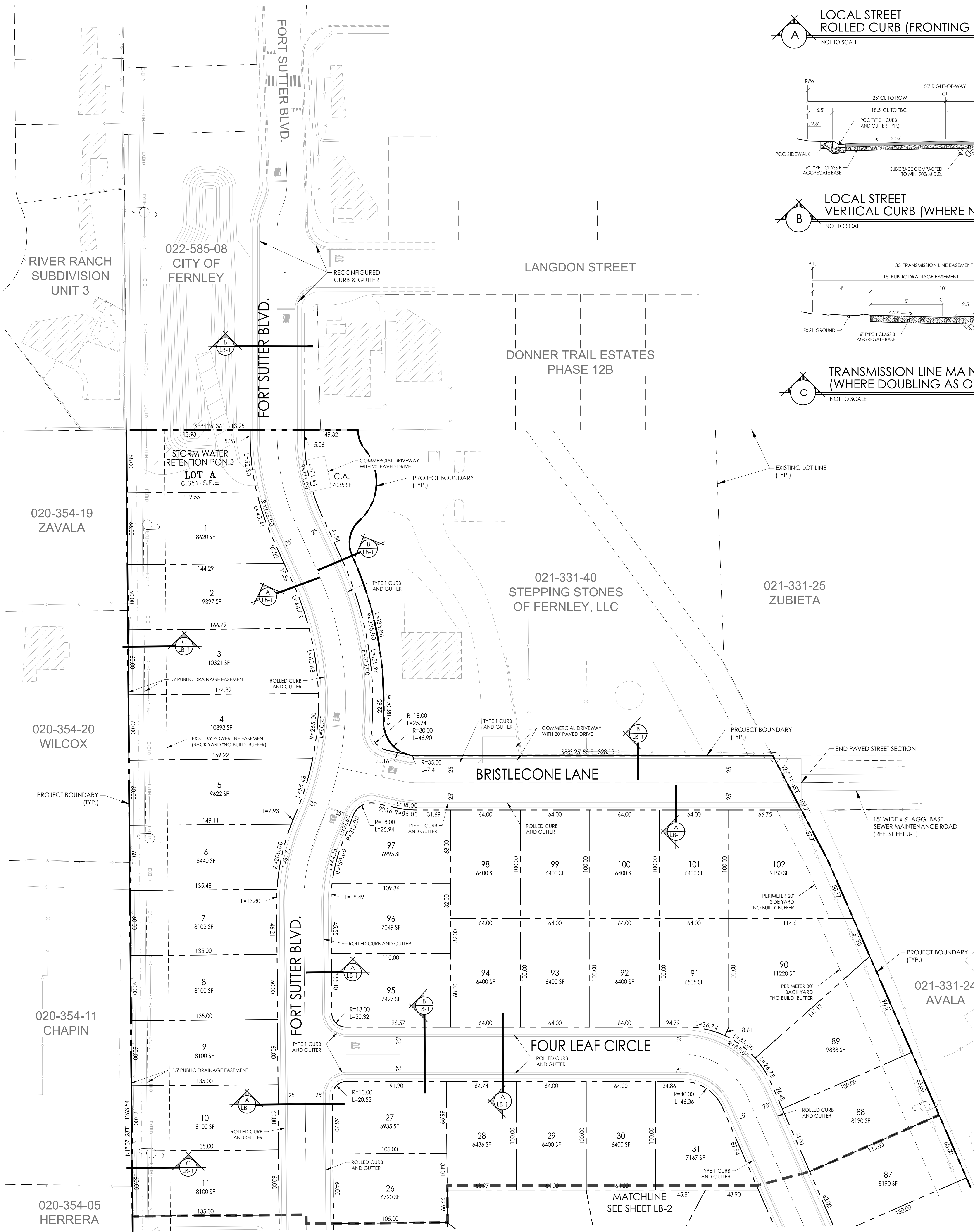


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JOB NO. 4506.002 JULY 2025

SHEET DE-1 OF 11

CHAPARRAL ESTATES
TENTATIVE SUBDIVISION MAP
PRELIMINARY LOT AND BLOCK PLAN, NORTH



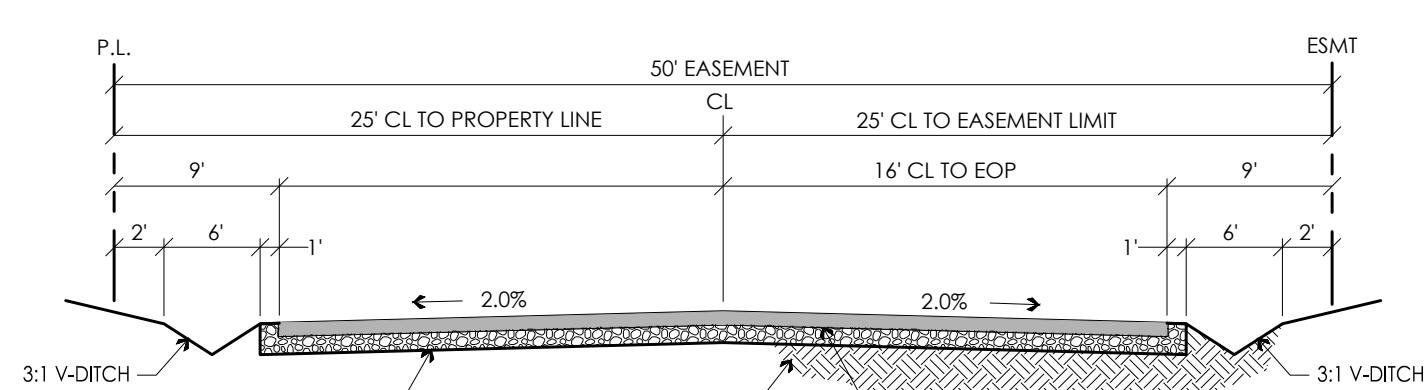
CHAPARRAL ESTATES
PRELIMINARY LOT AND
BLOCK PLAN, NORTH

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JOB NO. 4506.002 JULY 2025
SHEET LB-1 OF 11

CHAPARRAL ESTATES

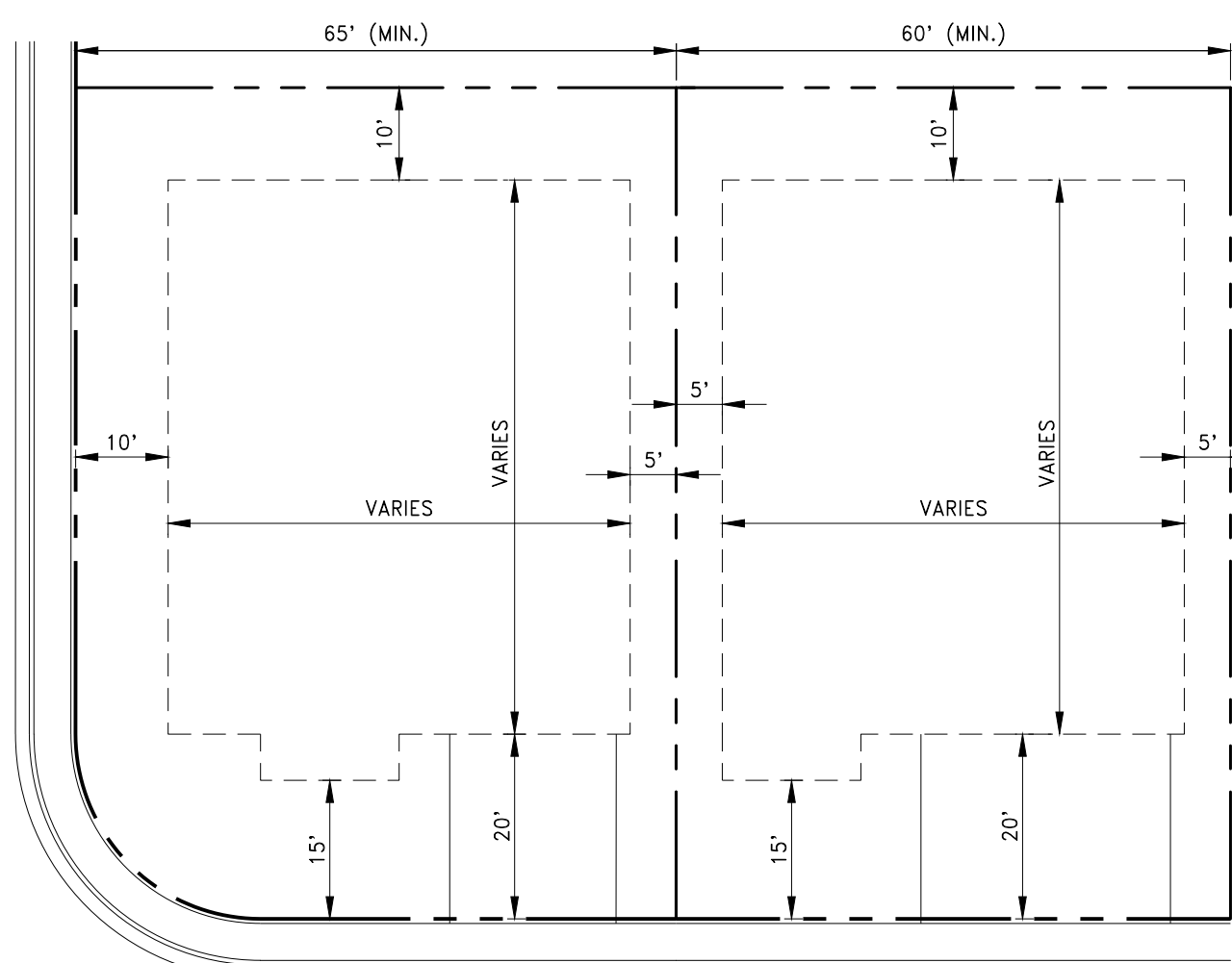
TENTATIVE SUBDIVISION MAP
PRELIMINARY LOT AND BLOCK PLAN, SOUTH



CLOVER LANE OFF-SITE

NOT TO SCALE

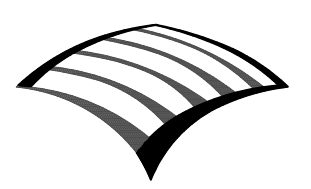
NOTE: EXTEND DOWN CLOVER LANE WITHIN EXISTING 50' ACCESS AND UTILITY EASEMENT FROM PROJECT SOUTH BOUNDARY TO FARM DISTRICT ROAD.



TYPICAL LOT SETBACK DETAIL (SF6 ZONING)



CHAPARRAL ESTATES
PRELIMINARY LOT AND
BLOCK PLAN, SOUTH



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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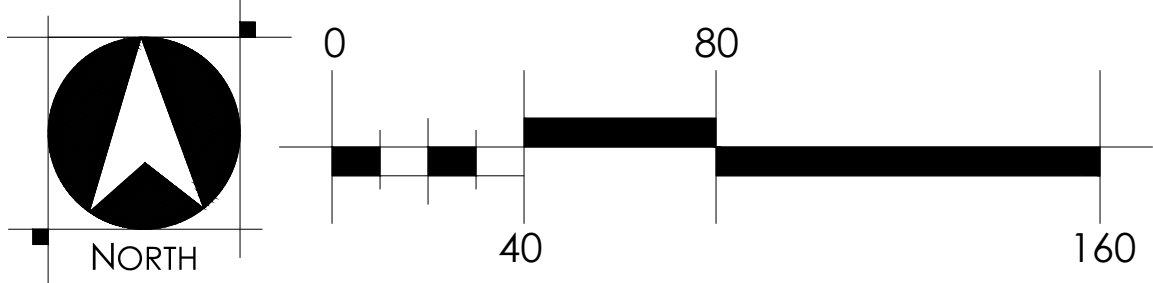
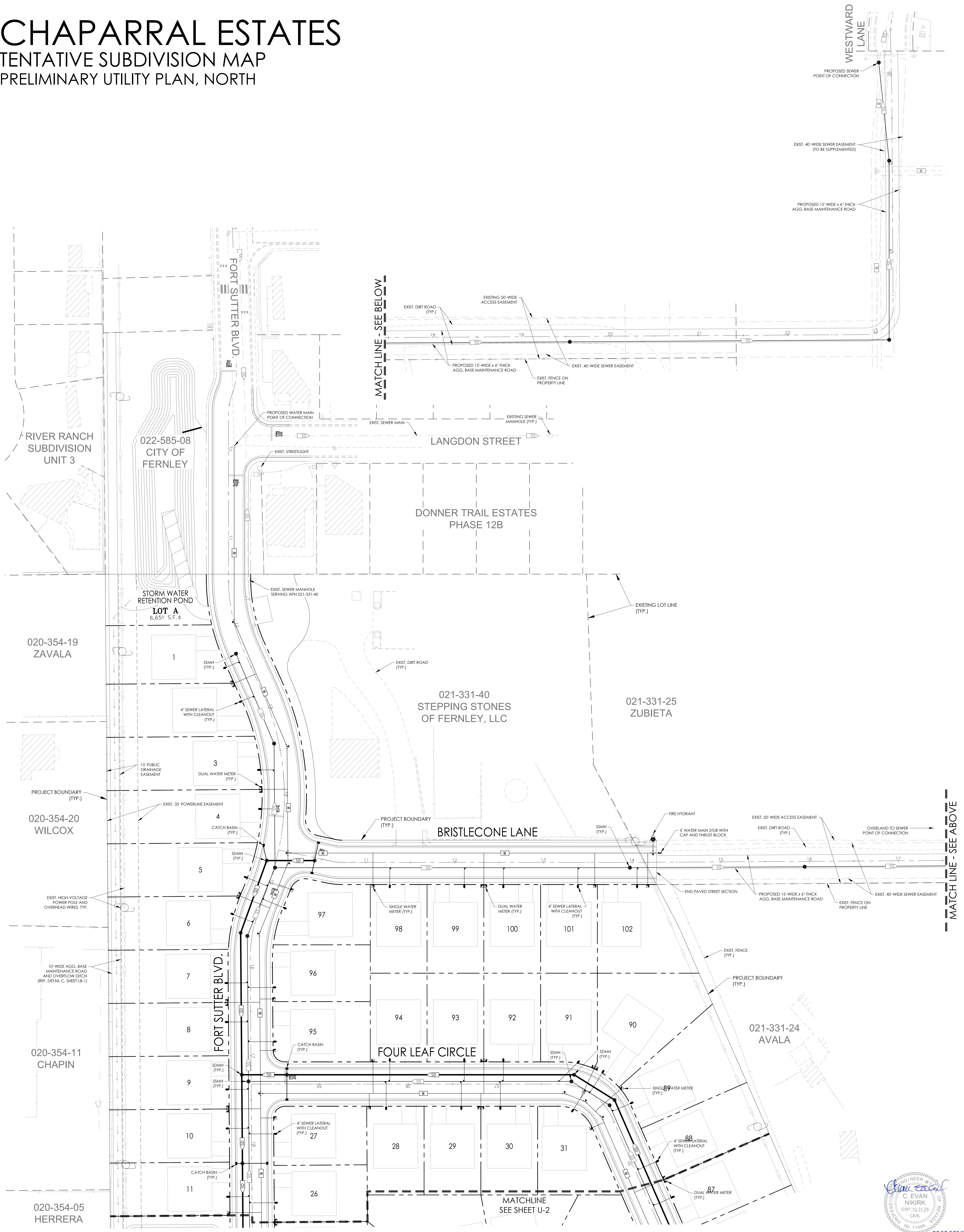
JOB NO. 4506.002

JULY 2025

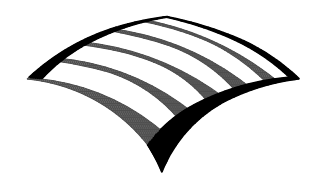
SHEET LB-2 OF 11

CHAPARRAL ESTATES

TENTATIVE SUBDIVISION MAP
PRELIMINARY UTILITY PLAN, NORTH



CHAPARRAL ESTATES
PRELIMINARY
UTILITY PLAN, NORTH



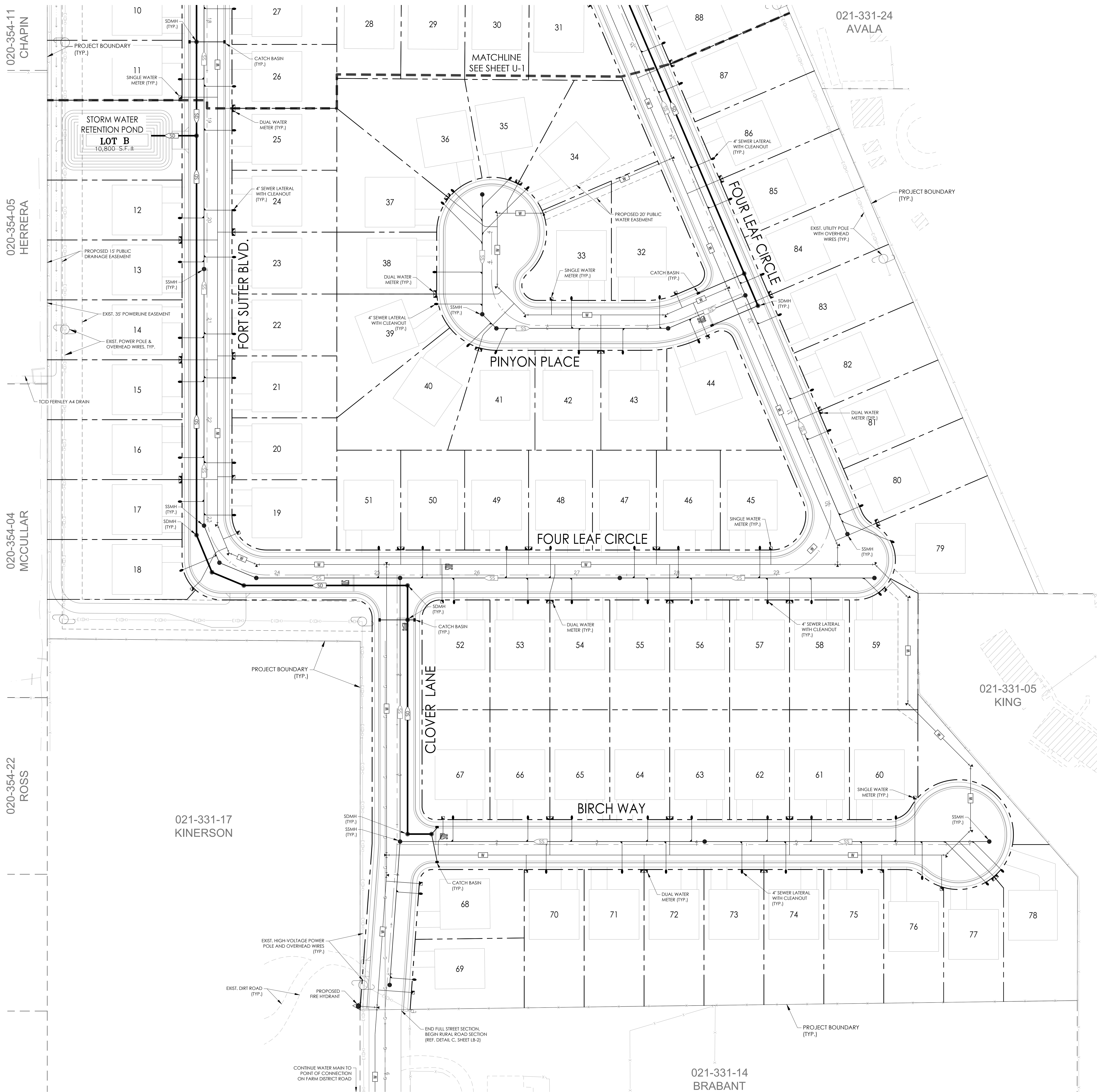
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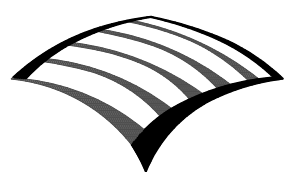
JOB NO. 4506.002

SHEET U-1 OF 11

CHAPARRAL ESTATES
TENTATIVE SUBDIVISION MAP
PRELIMINARY UTILITY PLAN, SOUTH



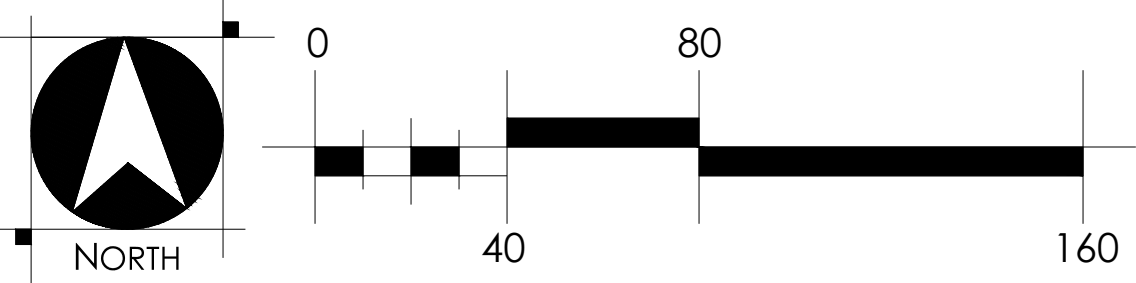
CHAPARRAL ESTATES
PRELIMINARY
UTILITY PLAN, SOUTH



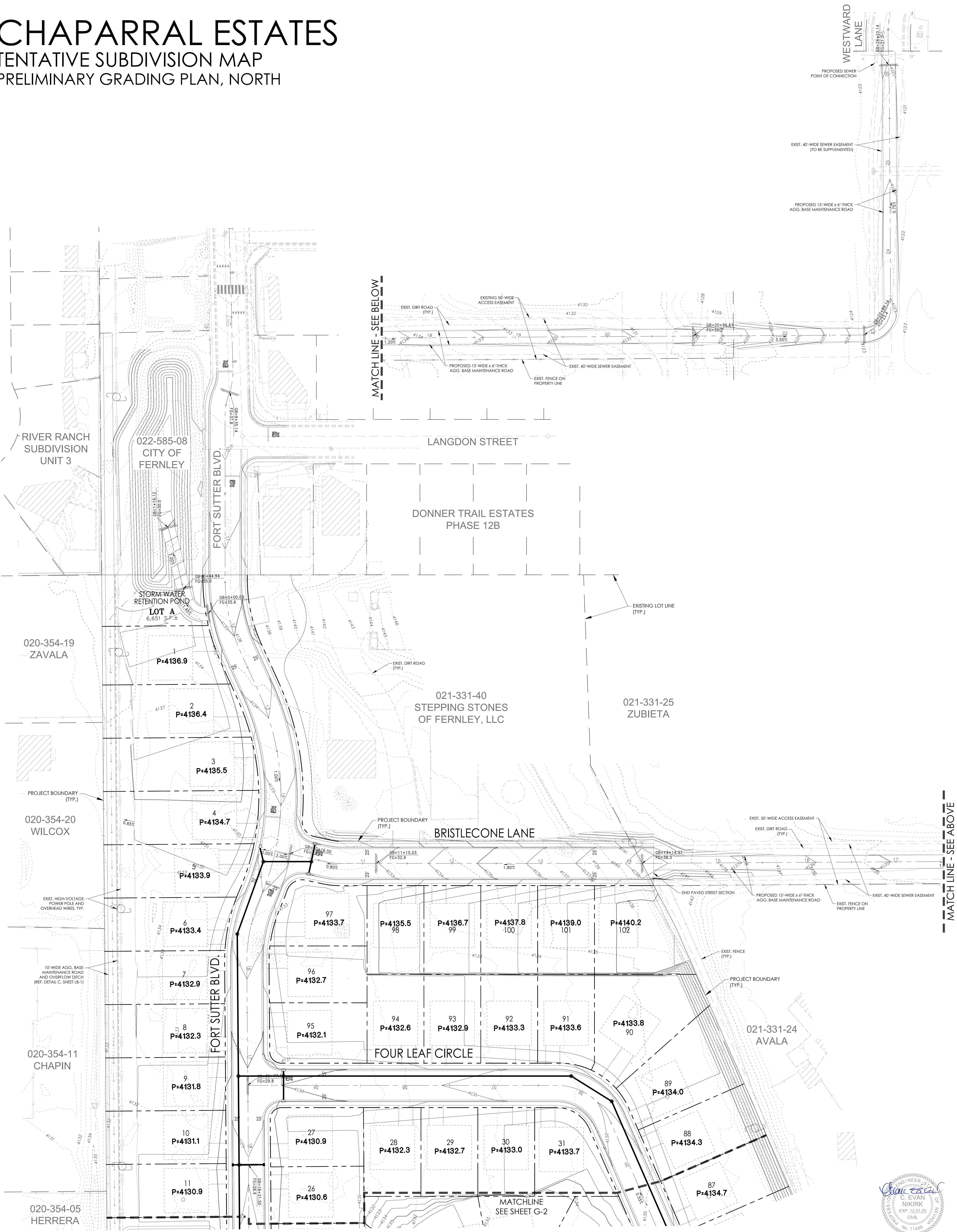
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JOB NO. 4506.002 JULY 2025

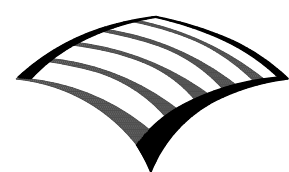
SHEET U-2 OF 11



CHAPARRAL ESTATES
TENTATIVE SUBDIVISION MAP
PRELIMINARY GRADING PLAN, NORTH



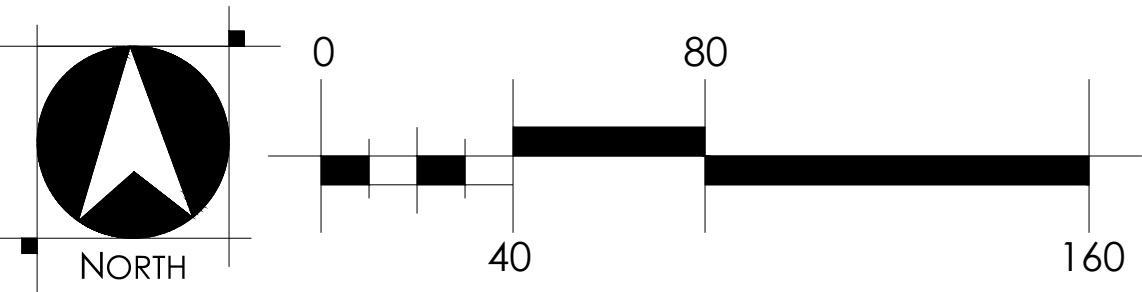
CHAPARRAL ESTATES
PRELIMINARY
GRADING PLAN, NORTH



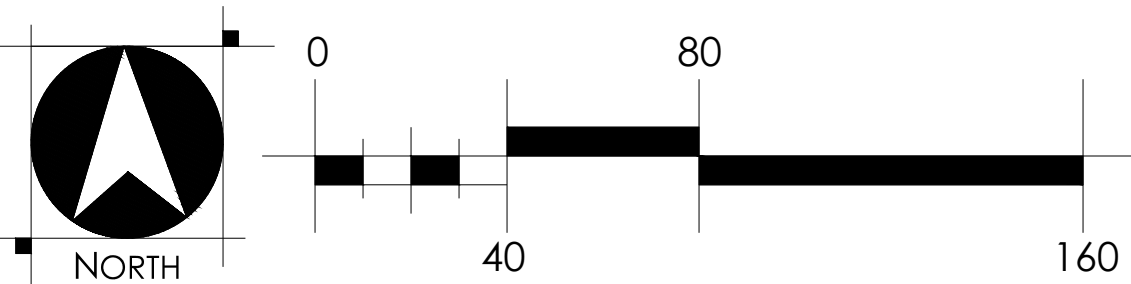
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JOB NO. 4506.002 JULY 2025

SHEET G-1 OF 11



CHAPARRAL ESTATES
TENTATIVE SUBDIVISION MAP
PRELIMINARY GRADING PLAN, SOUTH

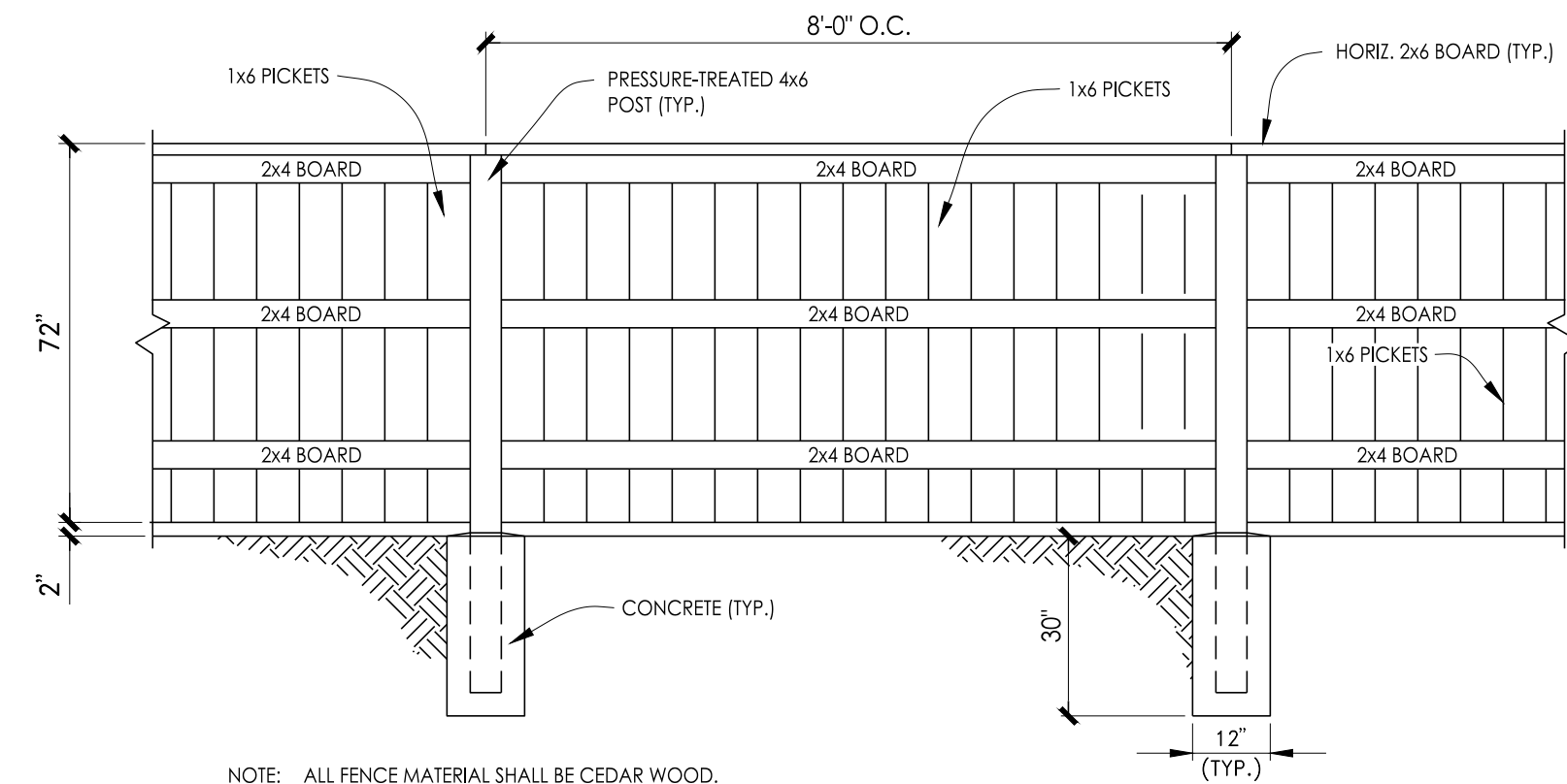
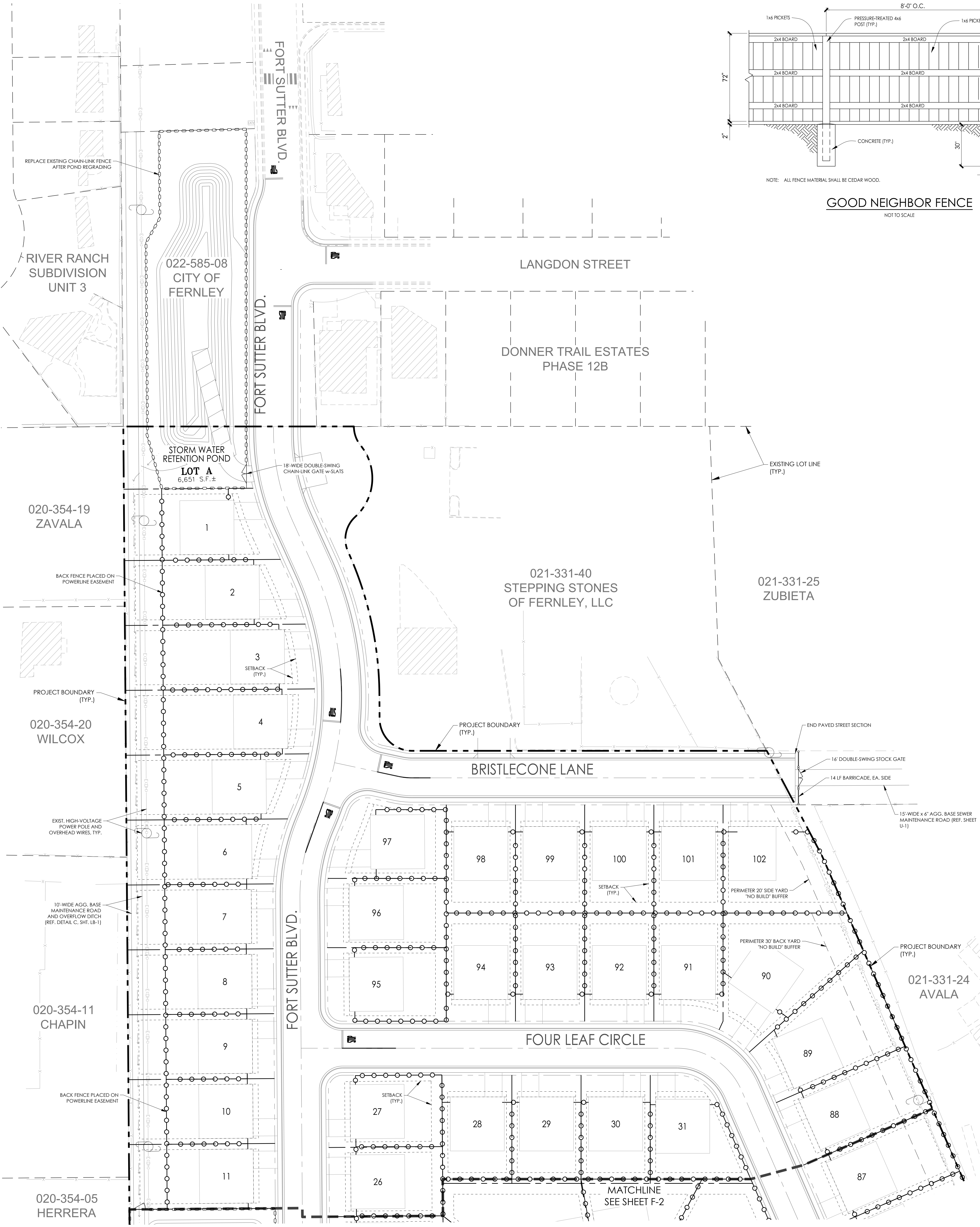


CHAPARRAL ESTATES
PRELIMINARY
GRADING PLAN, SOUTH



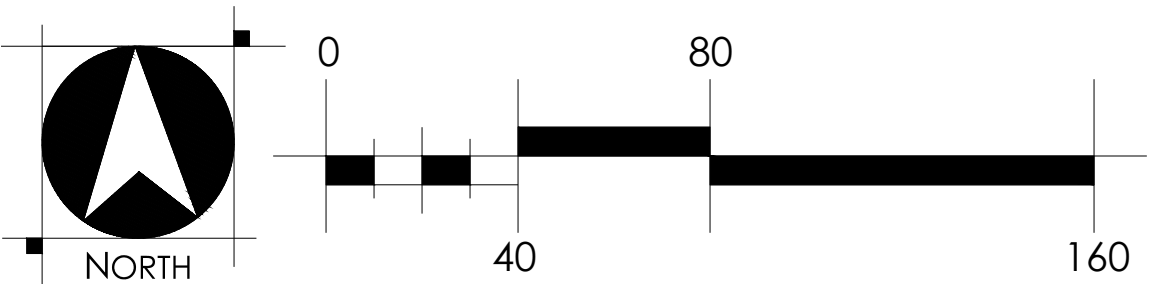
JOB NO. 4506.002 JULY 2025
SHEET G-2 OF 11

CHAPARRAL ESTATES
TENTATIVE SUBDIVISION MAP
PRELIMINARY FENCING PLAN, NORTH



LEGEND

- 6" SOLID WOOD PRIVACY FENCE PER DETAIL THIS SHEET
- 6" CHAIN-LINK FENCE WITH PRIVACY SLATS (BROWN)



CHAPARRAL ESTATES
PRELIMINARY
FENCING PLAN, NORTH

WOOD ROGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
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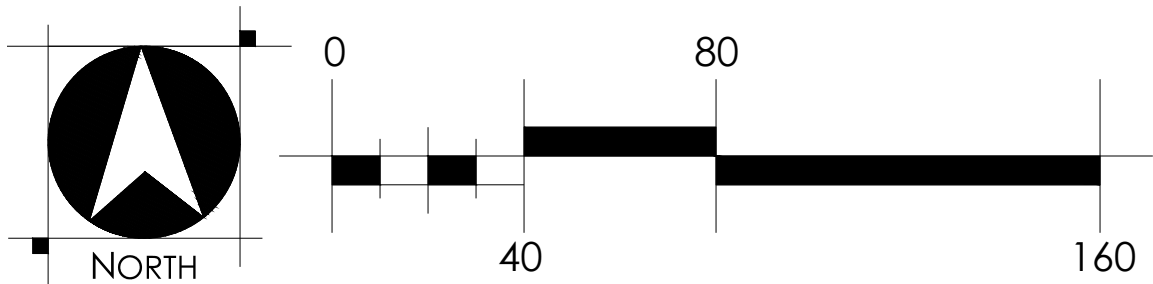
JOB NO. 4506.002 JULY 2025
SHEET F-1 OF 11

PRELIMINARY FENCING PLAN, SOUTH

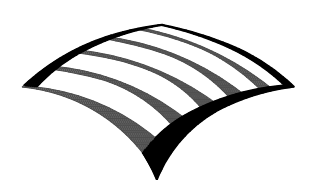


6' SOLID WOOD PRIVACY FENCE PER DETAIL SHEET F-1

6' CHAIN-LINK FENCE WITH PRIVACY SLATS (BROWN)



CHAPARRAL ESTATES
PRELIMINARY
FENCING PLAN, SOUTH



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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JOB NO. 4506.002

SHEET F-2 OF 11

CHAPARRAL ESTATES
TENTATIVE SUBDIVISION MAP
PRELIMINARY LANDSCAPE PLAN



CITY OF FERNLEY LANDSCAPE NOTES

- CITY OF FERNLEY MUNICIPAL CODE - SEC. 32.09.090 (c)
GENERAL LANDSCAPING STANDARDS:
- 1) LANDSCAPE ELEMENTS SHALL PROVIDE A VERTICAL DIMENSION. TREES AND TALL SHRUBS SHALL BE USED IN ADDITION TO GRASS AND GROUNDCOVER.
 - 2) LANDSCAPING SHALL BE USED TO ENHANCE THE QUALITY OF THE RESIDENTIAL ENVIRONMENT, TO BUFFER THE UNITS FROM NOISE OR UNDESIRABLE VIEWS, AND TO SEPARATE ROADS WITHIN THE DEVELOPMENT.
 - 3) LANDSCAPING AROUND THE ENTIRE FOUNDATION BASE OF BUILDINGS IS REQUIRED TO ENHANCE THE EDGE BETWEEN THE PARKING LOT AND THE STRUCTURE.
 - 4) LANDSCAPING SHALL BE PROTECTED FROM VEHICULAR AND PEDESTRIAN ENCROACHMENT BY BASED PLANTERS OR THE USE OF CURBS. STEPPING STONES SHALL BE PROVIDED AS ACCESS THROUGH A LANDSCAPE PLANTER(S) WHEN ADJACENT TO PARKING SPACES.
 - 5) ALL LANDSCAPE PLANTERS SHALL BE PROTECTED BY A MINIMUM SIX-INCH HIGH CONCRETE CURB.
 - 6) ALL GROUND SURFACES SHALL HAVE ONE OR MORE OF THE FOLLOWING TREATMENTS:
 - A. PAVING
 - B. TURF
 - C. FOUR-INCH ROUNDED RIVER ROCK
 - D. DECOMPOSED GRANITE WITH A PRE-EMERGENT HERBICIDE USING WEED BARRIER UNDERNEATH
 - E. OTHER SIMILAR GROUND SURFACE AS APPROVED BY THE ADMINISTRATOR
 - 7) LANDSCAPING SHALL BE SITED SO THAT AT MATURITY THE PLANTS DO NOT INHIBIT VISIBILITY IN ANY SIGHT TRIANGLE.
 - 8) PLANTING ISLANDS IN PARKING LOTS SHALL HAVE A MINIMUM WIDTH OF EIGHT FEET INTERIOR, PROTECTED BY SIX-INCH HIGH CURBS.
 - 9) ARTIFICIAL TURF IS PERMITTED AS A LANDSCAPE COVER IN SIDE AND REAR YARDS THAT ARE NOT ADJACENT TO STREETS.

PLANTING & IRRIGATION NOTES

- 1) ALL PLANTING AND IRRIGATION SHALL BE INSTALLED PER CITY OF FERNLEY CODES.
- 2) FINAL PLANT SELECTION AND LAYOUT WILL BE BASED ON SOUND HORTICULTURE 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 THE TIME OF PLANTING WILL BE PER THE AMERICAN STANDARD FOR NURSERY STOCK.
- 3) ALL PLANTER BEDS WILL RECEIVE 4" TOP-DRESSING OF MULCH (RIVER ROCK, DECOMPOSED GRANITE, ETC.).
- 4) ALL LANDSCAPING WILL BE AUTOMATICALLY IRRIGATED. TURF GRASS (IF PRESENT) WILL BE IRRIGATED USING LOW ANGLE SPRAY, ROTARY, AND/ OR IMPACT HEADS TO REDUCE WIND DRIFT. CONTAINER PLANTINGS WILL BE DRIP IRRIGATED BASED ON THE SPECIFIC HORTICULTURE REQUIREMENTS OF EACH SPECIES. THE IRRIGATION SYSTEM WILL BE DESIGNED TO ALLOW FULL IRRIGATION OF THE SITE BASED ON A THREE-DAY WEEKLY WATERING SCHEDULE. A REDUCED-PRESSURE-TYPE BACKFLOW PREVENTER (RPB) WILL BE PROVIDED ON THE IRRIGATION SYSTEM AS REQUIRED PER CODE.

LEGEND

- | | |
|------------|------------------|
| LOTS | ROCK MULCH |
| HOUSE PADS | MAINTENANCE ROAD |
| STREETS | COMMON AREA |
- FRONT LOT TREE
- (1) PER LOT
- TOTAL: 102
- ACCENT / SITE TREE
- 1/500 SQ.FT. OF LS
- REQUIRED: 60
- PROVIDED: 61



CHAPARRAL ESTATES
PRELIMINARY
LANDSCAPE PLAN

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard Tel 775.823.4068
Reno, NV 89502 Fax 775.823.4066

JOB NO. 4506.002 JULY 2025

SHEET LS-1 OF 11

EXECUTIVE SUMMARY

Project Name: Chaparral Estates Zoning Map Amendment and Tentative Subdivision Map

Site Location: The project site is a six-parcel site, which when combined totals approximately 24.72 acres, situated within the city limits of Fernley, Nevada, approximately 0.46 miles south of the intersection of U.S. Highway 50 and Emigrant Way. The site lies at the southern terminus of Fort Sutter Boulevard, where the roadway intersects Langdon Street at a 90-degree angle. Farm District Road is located approximately 0.18 miles south of the site's southern boundary. The site will be accessible via two proposed access points: one from the north through Fort Sutter Boulevard and another from the south via Clover Lane.

APN Numbers: 021-331-15, -19, -20, -22, -29, and -38

Applicant: Genica Development, LLC

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

Owners: Genica Clover Ranch, LLC (APNs 021-331-19, -20, -22, -29 and -38)
Shawna J. Tibbals (APN 021-331-15)

Proposed Action: This application packet includes requests for:

- 1) **Zoning Map Amendment** on the entire 24.72-acre portion of land from Residential – Rural (½-acre minimum) (RR- ½) and Residential – Rural (5 acre minimum) (RR5) to Residential – Single-Family (6,000 sf minimum)(SF6);
- 2) **Tentative Subdivision Map** to develop a 102-lot single-family detached subdivision with three common-area parcels, for a total of 105 parcels.

Current Land Use: Single-Family Residential (SFR)

Current Zoning: ±19.3 acres: Residential – Rural (½-acre minimum) (RR- ½)
±5.42 acres: Residential – Rural (5 acre minimum) (RR5)

Proposed Zoning: ±24.72 acres: Residential – Single-Family (6,000 sf minimum) (SF6)

Flood Zone Designation: Zone X

Gross Site Area: ±24.72 acres

Background / Existing Conditions

The project site (Site) is generally located along Clover Lane and Browne Lane approximately 0.5 miles (mi) south of U.S. Highway 50 and south of the terminus of Fort Sutter Boulevard, where the roadway intersects Langdon Street at a 90-degree angle. Farm District Road is located approximately 0.18 mi south of the site's southern boundary. Specifically, the project site includes six parcels identified with APNs 021-331-15, -19, -20, -22, -29, and -38 that when combined total 24.72 acres.

The site has direct access to Farm District Road to the south via Clover Lane. Clover Lane traverses the site north to south and is an unimproved roadway within the site but is paved south of the site to Farm District Road. A *Step Ahead Preschool* is located to the north of the site as well as existing and newer 6,000 square foot lots, with residential in varying lot sizes and vacant land to the east, west and south. In terms of site characteristics, the site is relatively flat. The site is undisturbed vacant land with primarily native vegetation consisting of native grasses.

Zoning Map Amendment and Tentative Subdivision Map

Project Description

The site has an existing Fernley Comprehensive Master Plan (Master Plan) land use designation of Single-Family Residential (SFR), with non-conforming zoning districts of Residential – Rural (½-acre minimum) (RR- ½) (19.3 acres) and Residential – Rural (5 acre minimum) (RR5) (5.42 acres) (*refer to Zoning and Master Plan maps in Section 2 of this submittal packet*). The SFR land use designation is intended to allow 2-7 dwelling units per acre/ (du/ac) in primarily single-family detached homes with varied lot sizes. It is important to note the entire project site is zoned RR½ or RR5, which is non-conforming to the current Master Plan designation of SFR. The site is an infill site and a logical expansion of the residential units to the north, which are zoned SF6.

It should be noted that a neighborhood meeting was held on April 24, 2025, to discuss the proposed zone change and tentative subdivision map with neighbors and stakeholders. Notice of the meeting was mailed directly to all surrounding neighbors within 750 feet of the project site. A conceptual site plan similar to the Tentative Map submitted with this request was presented. Concerns expressed by meeting attendees included site circulation and existing irrigation easements. These comments have been addressed, with mitigation measures incorporated into the proposed design and further described in the document below.

Project Requests

Included with this submittal is an application and associated materials for:

- 1) **Zoning Map Amendment.** The application requests to change the regulatory zoning of the site from 5.4 acres of Residential – Rural (5 acre minimum) (RR5) and 19.3 acres of Residential – Rural (½-acre minimum) (RR ½) to 24.72 acres of Single-Family Residential (6,000 sf minimum) (SF6). The proposed SF6 zoning designation will be in conformance with the existing Master Plan designation and will support proposed development of the site.
- 2) **Tentative Subdivision Map.** This application requests approval of a Tentative Subdivision Map (TSM) to develop a 102-lot single-family detached development, with three common area parcels, for a total of 105 parcels, a minimum lot size of 6,144 sf interior lots, and an average perimeter lot size of ±8,269 sf. The gross density proposed is 4.1 du/ac, which is in conformance with the proposed regulatory zoning and existing Master Plan land use designations.

Adjacent Land Use and Zoning

	Master Plan	Zoning	Current Use of Land
North	Single Family Residential (SFR)	SF6 SF20	single-family residential, detention basin pre-school
South	Single Family Residential (SFR)	RR5	single-family residential
East	Single Family Residential (SFR)	RR5 SF20	single-family residential
West	Single Family Residential (SFR)	RR1 RR5	vacant, single-family residential

North: The northern boundary of the site borders two parcels with a Master Plan land use designation of SFR and a zoning designation of SF6. The western of these two parcels bordering the site's northern boundary is owned by the City of Fernley and is occupied by the water detention basin for the adjacent single-family residential subdivision. The other parcel adjacent to the site's northern boundary is occupied by a single-family residence. Additionally, the site shares a portion of its northern and eastern boundaries with an adjacent parcel with a land use designation of SFR and a zoning designation of SF20 occupied by a preschool (*A Step Ahead Preschool*).

South: The site is bordered to the south by parcels with a land use designation of SFR, a zoning designation of RR5, and occupied with single-family residential dwelling units.

East: Directly adjacent to the site's eastern boundary are parcels with a SFR Master Plan land use designation, zoning designations of either SF20 or RR5, and occupied with single-family residential dwelling units. Further east is another single-family residential subdivision which surrounds the southern and western boundaries of Silverland Middle School.

West: Directly adjacent to the site's western boundary are five parcels with a master plan land use designation of SFR and zoning designations of either RR1 or RR5. These parcels are either vacant or occupied with single-family residential dwelling units.

In terms of surrounding land use compatibility, the site is uniquely positioned to provide an opportunity for a more desirable lot size in the current market conditions (6,400 to 8,000 square feet) for most buyers similar to the newer neighborhoods surrounding the site. The site also provides larger lots along the perimeter to provide a transition to the adjacent vary lot size parcels to the west, east, and south. The project allows for a wide range of lot sizes as envisioned in the City of Fernley master plan, helping the city provide an appropriate transition zone from the more rural development in the south and the higher density development in the north.

Zoning Map Amendment Justification

The zoning map amendment (ZMA) request to change the current zoning designations from RR5 and RR½ to SF6 is consistent with the adjacent zoning and lot sizes as it will allow for lot sizes similar to the newer single-family subdivisions to the north, east and southwest, but allow for flexibility in lot sizes along the perimeter to accommodate larger lots compatible with the adjacent lots. Larger lots have been incorporated into the overall site design to accommodate for increased perimeter buffers along the eastern and western site boundaries as well as internally at corner lots. This ZMA will facilitate the proposed subdivision and help support housing needs to accommodate anticipated population growth. Furthermore, the project is located within an area that has direct access to existing utilities and nearby paved roadways for connectivity and access, making this a logical extension of the existing surrounding neighborhoods and compatible with the land use pattern envisioned for this area of the community.

The proposed SF6 zoning would allow for a maximum density of 7.26 du/ac. The proposed SF6 zoning and resultant allowed density of 7.26 du/ac is consistent with the surrounding zoning designation of SF6 to the north and northwest and compatible with the single-family character envisioned for this part of the community and echoed by several other approved single-family residential developments to the east (*refer to Proposed Zoning Map in Section 2 of this submittal packet*).

The ZMA request to change the current designations of RR5 and RR ½ to SF6 is consistent with the adjacent zoning and lot sizes to the north and northwest and provide for an appropriate transition from the larger-lot rural-residential parcels to the south and east, as the design of the site incorporates larger perimeter lots in accordance with the purpose and intent of the adjacency standards in Fernley Development Code (FDC) § 32.09.030.

To further justify this amendment, the existing RR5 and RR½ zoning districts are non-conforming to the existing SFR Master Plan land use designation and the proposed ZMA will bring the site into compliance with the Master Plan.

The proposed ZMA supports the tentative subdivision map (TSM) request also included with this application for a 105-parcel subdivision (102 residential lots and three common area parcels) with lots ranging in size from 6,200 sf to 12,249 sf. The proposed tentative map would produce a density of approximately 4.1 du/ac, falling well below

the maximum density for the SF6 zoning and effectively providing a minimum density similar to the SF9 zone and is an appropriate density for compatibility with both surrounding rural residential and smaller-lot residential development (*refer to the Site Plan in the Map pocket of the submittal packet*).

Tentative Subdivision Map Analysis

Overview

The current request is to develop the site with 102 single family residential lots and three common area parcels for 105 parcels total, with two other dedicated areas to be offered to the city for storm water retention ponds. Pending the proposed ZMA the regulatory zoning for the site will be SF6, with the maximum number of dwelling units allowed in this zoning district is 7.26 du/ac, and lots must be a minimum of 6,000 sf. Without considering allowances for roadways, landscaping, open space, or setbacks, a 24.72-acre site would be allowed a maximum of 173 separate lots, noting the site plan includes 102 residential lots and amounts to a density of 4.1 du/ac, far less than would be allowed under the proposed zoning district’s maximums. There are no existing structures on the site. Proposed improvements include site access, drainage and grading improvements, and the extension of utilities, including water, sewer, and electric, to the new lots.

The SF6 zoning district has the specific purpose and intent to preserve areas where the predominant dwelling type is single-family detached dwelling units at or below 7.26 du/ac, consistent with the tentative subdivision map being submitted for this site under this application.

The tentative subdivision map has been designed specifically to meet the intent and purpose of lot adjacency and transition standards for single-family residential development. FDC §32.09.030(d) includes specific requirements for transitions and buffers between development on lots with varying degrees of density. When considering this, it is worth noting the zoning code was last comprehensively update prior to the Master Plan’s most recent comprehensive update in 2019, with some portions of the existing zoning code including standards not reflective of the vision for the community seen in the updated Master Plan. Specifically, the transition and buffer adjacency standards, if adhered to strictly, would create possible “dead zones” of land within subdivisions where development or improvements are neither feasible nor required. Further, FDC allows deviation from these standards with approval by the Administrator.

In order to satisfy the purpose and intent of the lot adjacency and transition standards, the site plan for the proposed subdivision has incorporated 30-ft rear buffers on both the east and west perimeter boundaries of the subdivision, included on the submitted TSM. It is anticipated that the buffer will be recorded on the final map and reflected on all applicable deed documents. These buffers will satisfy the access needs for utility infrastructure, including power poles and lines which run along both the eastern and western perimeter boundaries, while also providing an adequate transition zone buffer from the density/intensity of the neighboring RR1 and RR5 parcels and the proposed adjacent SF6 parcels. This perimeter buffer is in addition to rear setback requirements, thus development (erection of structures) will be prohibited in the rear 40-ft of any eastern or western perimeter lot, as regulated by the future Homeowners Association (HOA) for the subdivision. This 40-ft no-build buffer is a minimum standard, with it anticipated most perimeter lots will have an even larger rear setback of the residence.

Development Statistics Summary

Total Site Area:.....	24.72± acres
Total Dwelling Units:	102 single-family detached dwelling units
Net Density:	4.1± dwelling units/acre
Total Lot Area:.....	18.01± acres (73%)
Average Lot Size:.....	7,691± square feet

Average Perimeter Lot Size:	8,269± square feet
Maximum Lot Size:.....	12,249± square feet
Minimum Interior Lot Size:.....	6,200± square feet
Total Right of Way Area:.....	5.64± acres (23%)
Total Common Area:	0.66± acres (2.7%)

Grading

The project site is mostly vacant. The site generally slopes from east to west. Approximately 100% of the site has slopes less than 10%, therefore *FDC §32.09.130 (Slopes, hilltops, and ridges)* is not applicable. Grading of the site is provided in the Preliminary Site Plan (*refer to the Preliminary Grading Plan [Sheets G-1 and G2] of the Tentative Map Plan Set in Section 4 and the Map Pocket of this submittal packet*).

Drainage

On site drainage will consist of directing onsite flows from the various portions of the site and allowing them to flow to curb and gutter facilities located within the proposed street network. This will convey the flows to the two proposed retention ponds. One retention pond is the existing pond adjacent to the site's northern boundary and located within the City of Fernley owned parcel. This will be reconfigured to allow for the extension of Fort Sutter Boulevard into the site. A second retention pond located between lots 11 and 12 will capture the remaining flows generated from the site (*refer to Preliminary Hydrology Report included in Section 4 of this submittal packet*).

Water, Sewer, and Utilities

Water is anticipated to be extended into the site via the extension of Fort Sutter Boulevard to the north. Water infrastructure serving the site will be located within the proposed road network and will be stubbed to each proposed lot. Sewer is anticipated to be extended from Westward Lane within an existing utility easement and brought into the site via the existing roadway Brown Lane, which is proposed to be Bristle Cone Lane within the proposed subdivision, as seen on the site plan. Other utilities including power and communications are adjacent to the site and will be brought in within the proposed right of ways. For detailed information regarding existing and proposed utility infrastructure refer to the *Preliminary Utility Plan (Sheets U-1 and U2)* in Section 4 and the *Map Pocket* of this submittal packet.

Site Access and Circulation

The site is currently accessed from the south via Clover Lane to Farm District Road. The TSM shows a new access proposed to the north via Fort Sutter Boulevard through the adjacent city-owned parcel, with slight reconfiguration of the existing stormwater retention pond to accommodate the roadway extension and encourage travel patterns north to Highway 50. A network of 50-ft-wide internal street rights-of-way, including sidewalks, cul-de-sacs, and turning radii will serve the site, all designed to meet City of Fernley roadway standards and international fire code.

Given the site's proximity to a preschool, and in response to feedback received from neighborhood stakeholders, the configuration of internal roadways was redesigned, incorporating elements to slow traffic around the preschool including a proposed three way stop at the intersection of Birch Street and Bristle Cone Lane and providing a 10-foot buffer from the preschool parcel and the right of way. Further, instead of grid style roadways running straight from north to south, the subdivision is designed with roadways with slight turns, bump outs, and cul-de-sacs. Sidewalks will be incorporated throughout which will bring pedestrian scale to the roadways.

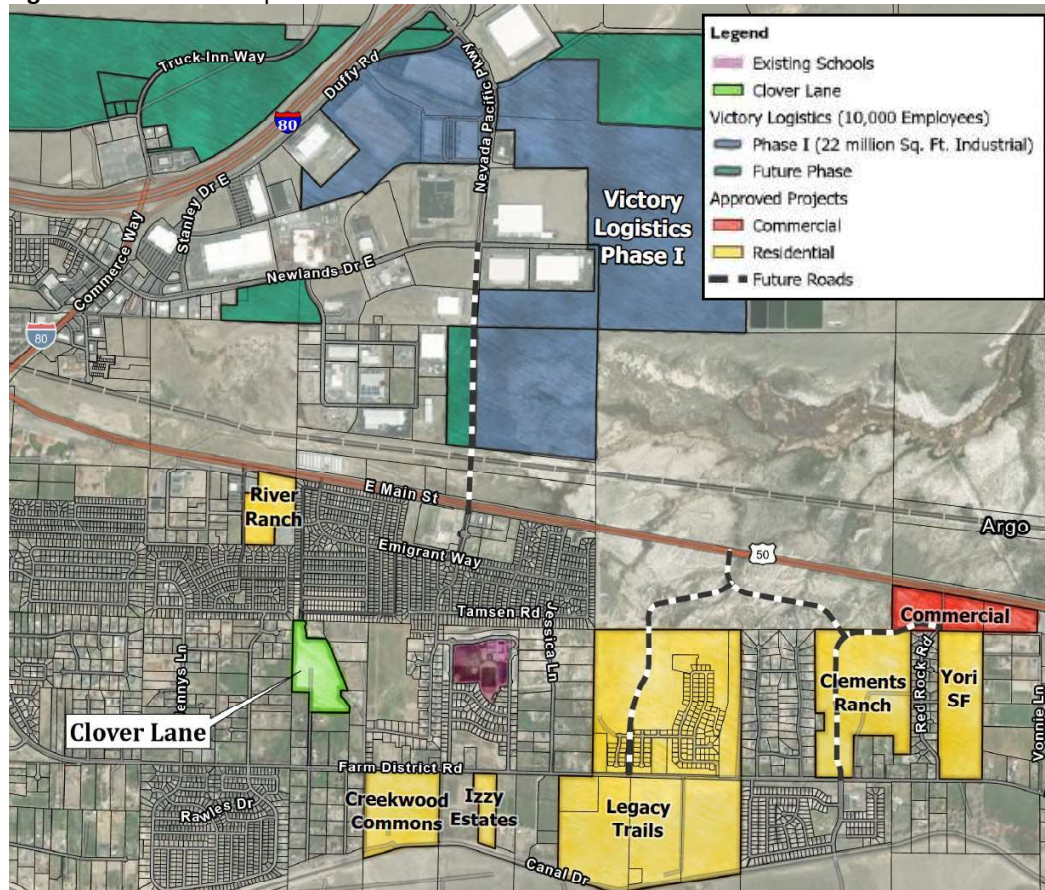
Although the site does draw existing access from Clover Lane which extends south to connect with Farm District Road, the traffic impact study conducted in tandem with this submittal indicates, under the current project design, a vast majority (80%) of trip generation would access the site via the north through the new connection

to Fort Sutter Boulevard (refer to *Traffic Impact Study in Section 4 of this submittal packet*). As this connection will bifurcate the adjacent city-owned parcel to the north, the new roadway will be constructed a minimum of 15-ft from the adjacent western parcel boundary of the privately owned parcel to the east, ensuring additional setback area for the adjacent property.

A key factor in traffic patterns for the Fernley community moving forward will be the completion of the Nevada Pacific Parkway connecting I-80 to Highway 50 which will provide necessary access to the Victory Logistics, a company anticipated to add approximately 10,000 jobs to the Fernley community over the next 10 of years which will contribute substantially to the need for housing and adequate traffic circulation in coming years (refer to **Figure 1** below).

The proposed subdivision located south of Highway 50 but north of Farm District Road, only a short distance from the future connection of Nevada Pacific Parkway and Highway 50, combined with the site's new access to the north, makes the site perfectly positioned to provide much a much needed housing product while not contributing negatively to traffic flow and likely helping to relieve traffic flow issues currently being experienced in Fernly due to the I-80 roundabout.

Figure 1: Future Development



Traffic

The Traffic Impact Study prepared by Headway Transportation (April 15, 2025) considered 100 single-family dwelling units (refer to *Traffic Impact Study in Section 4 of this submittal packet*). Based on this analysis a project of the analyzed size would generate approximately 943 daily trips, 70 AM peak hour trips, and 94 PM peak hour trips. The study concluded that all intersections studied are anticipated to operate within policy level of service

under all scenarios, with or without the project. The addition of project traffic had no significant impact on the study intersections. The TIS does not indicate any roadway improvements are needed for capacity based on the additions of project traffic. For specific details regarding traffic conditions and improvements, refer to the *Traffic Impact Study* in Section 4 of the submittal packet.

Landscaping

The proposed TSM is for 105 parcels (102 residential lots and three common area parcels) intended for development with single-family detached dwelling units and is not classified as a planned development under FDC. Although limited common area is anticipated at this time, all landscaping in any common areas will be owned and maintained by a HOA or an equivalent that will be established at final map. Beyond this, individual lots will not be held to any additional landscaping standards above and beyond the landscaping standards for the proposed underlying SF6 zoning district.

Public Services

Schools: According to the Lyon County School District's 2016 Facilities Plan, all Fernley schools are currently under capacity and are planned to be within adequate utilization through 2025. Students residing in this development will attend Cottonwood Elementary School, Silverland Middle School, and Fernley High School.

Police and Fire Services: The project site is located in an area already served by police and fire services. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Main Office, located approximately 2.7 miles west near the intersection of State Route 95A and Main Street. The main access to the site where police and fire will enter the development is located on Fort Sutter Boulevard.

Parks: There are recreational amenities in the area of the subject site. Ponderosa Park is located 0.88 miles southwest of the site. Picetti Park, a small neighborhood serving park, is located 0.66 miles east. Green Valley Park is approximately 1.5 miles west from the site, with larger parks like Fernley out of Town Park (2.5 miles west) and Autumn Winds Park (2.2 miles east) further from the site.

Fiscal Impact Statement

The subject parcel is an infill parcel located in an area surrounded by existing older residential development adjacent to existing infrastructure. The current vacant use does not provide any fiscal benefit for the City of Fernley at this time. One of the issues the City of Fernley is facing is that larger-lot developments no longer cover the costs of required infrastructure, which has contributed to a continual increase in utility fees and roads left in poor shape. Developing the subject site with large lots consistent with the current non-conforming zoning could bring negative fiscal impact to the City of Fernley based on existing trends and would be an inefficient use of the land given the housing demand anticipated for the large employment center (Victory Logistics) currently under construction.

The proposed zoning will provide a mix of unit types that will take advantage of the existing infrastructure, helping provide fees that will support the city's ongoing utility and public service costs. The additional dwelling units facilitated by this request will provide additional impact fees and tax revenues that will fiscally support the city's schools, parks, roads, and public services while also providing more obtainable housing options that are appropriate to support the growing workforce.

Victory Logistics employment center, less than two miles northeast from the subject site, is anticipated to generate over 10 million square feet of new industrial space along with over 10,000 employees within the first phase (Northern Nevada Business Weekly <https://www.nnbw.com/news/2021/jul/27/playing-long-game-massive-fernley-development-sets/>). Utilizing the subject infill parcel to help support the adjacent employment

growth is a much more efficient use of the land and will help fill the gap in needed housing within the community. Housing products obtainable to average-incomed Fernley residents will help fill a crucial need in “missing-middle” housing products, which is critical to support the future employment centers already being constructed and, more broadly, the future economic growth of Fernley.

FINDINGS FOR APPROVAL

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

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

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

Response: The ZMA and TSM will enable the development of 102 single-family dwelling units, offering a housing option that is highly desirable given current market conditions and employment coming to Fernley. This proposed zoning aligns with the site's current Master Plan land use designation, addressing the inconsistency between the existing zoning and the Fernley Master Plan. Furthermore, the ZMA and TSM support and advance several goals and policies outlined in the Master Plan. The following excerpts and accompanying analysis demonstrate the proposal's alignment with these planning objectives

Applicable Master Plan Goals and Policies

Goal 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.

Comment: The proposed ZMA and TSM will facilitate the development of 102 single-family dwelling units on the parcels, which will provide a slightly higher density housing option on the site than its present zoning would allow. With projected growth in Fernley and increased development in the area, offering a variety of housing types and costs will contribute to vitality and housing diversity in the community.

Goal 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.

Comment: The subject parcel is located in an area that is master planned for the size of lots proposed. The ZMA request is consistent with the surrounding area. The ZMA request would maintain conformance with the Master Plan and continue similar growth patterns of the surrounding area by allowing lot sizes similar to those in the neighborhood to the north and allow for larger lots along the perimeter. The potential for increased residential density conserves natural resources in the area by concentrating development in an area already being served by public services and amenities. Resource efficient design and construction will be incorporated into future stages of the project.

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

Comment:
Sewer, Water, and Utilities

Water is anticipated to be extended into the site via the extension of Fort Sutter Boulevard to the north. Water infrastructure serving the site will be located within the proposed road network and will be stubbed to each proposed lot. Sewer is anticipated to be extended from Westward Lane within an existing utility easement and brought into the site via the existing roadway Brown Lane, which is proposed to be Bristle Cone Lane within the proposed subdivision, as seen on the site plan. Other utilities including power and communications are adjacent to the site and will be brought in within the proposed right of ways. For detailed information regarding existing and proposed utility infrastructure refer to the *Preliminary Utility Plan (Sheets U-1 and U2)* in Section 4 and the *Map Pocket* of this submittal packet.

Schools

According to the Lyon County School District's 2016 Facilities Plan, all Fernley schools are currently under capacity and are planned to be within adequate utilization through 2025. Students residing in this development will attend Cottonwood Elementary School, Silverland Middle School, and Fernley High School.

Police and Fire Services

The project site is located in an area already served by police and fire services. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Main Office, located approximately 2.7 miles west near the intersection of State Route 95A and Main Street. The main access to the site where police and fire will enter the development is located on Fort Sutter Boulevard.

Parks

There are recreational amenities in the area of the subject site. Ponderosa Park is located 0.88 miles southwest of the site. Picetti Park, a small neighborhood serving park, is located 0.66 miles east. Green Valley Park is approximately 1.5 miles west from the site, with larger parks like Fernley out of Town Park (2.5 miles west) and Autumn Winds Park (2.2 miles east) further from the site.

Goal LU.1.2 Encourage new development to be in accordance with the Comprehensive Master Plan land use category.

Comment: The subject parcel has an existing Master Plan designation of Single-Family Residential (SFR), and the existing RR5 and RR ½ zoning districts are non-conforming to this land use designation. The proposed ZMA will bring the site into compliance with the Master Plan as well as the intent for the character and density for this area of Fernley. Lots created will range in size from 6,200 sf to over 14,185 sf, with an **average lot size of 7,781 sf**. As designed the subdivision incorporates several lots above 10,000 sf. With a wide range of lot sizes this design allows for the site to comply with the current master plan.

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

Comment: The proposed lots are compatible with the existing 6,000 square foot lots to the north and will provide larger 8,000 square foot perimeter lots which are more compatible with the adjacent development to the west, east, and south.

Goal LU.1.5 Promote infill development

Comment: The proposed project is considered infill development.

2) Consistency and Compatibility with Surrounding Land Uses

Response: The proposed request is consistent and compatible with the surrounding land uses. As seen in the table below, the site is surrounded on all sides by residential development ranging from large-lot rural residential development to small-lot single-family denser subdivisions, making a residential subdivision with lots ranging in size from 6,144 sf to over 12,200 sf consistent with the transitional nature of this portion of the city.

Adjacent Land Uses

	Master Plan	Zoning	Current Use of Land
North	Single Family Residential (SFR)	SF6	Single-Family Residential, Detention Basin
		SF20	Pre-school
South	Single Family Residential (SFR)	RR5	Large-lot single-family residential
East	Single Family Residential (SFR)	RR5 SF20	Large-lot single-family residential
West	Single Family Residential (SFR)	RR1 RR5	Vacant, Large-lot single-family residential

North: The northern boundary of the site borders two parcels with a Master Plan land use designation of SFR and a zoning designation of SF6. The western of these two parcels bordering the site's northern boundary is owned by the City of Fernley and is occupied by the water detention basin for the adjacent single-family residential subdivision. The other parcel adjacent to the site's northern boundary is occupied by a single-family residence. Additionally, the site shares a portion of its northern and eastern boundaries with an adjacent parcel with a land use designation of SFR and a zoning designation of SF20 occupied by a preschool (*A Step Ahead Preschool*).

South: The site is bordered to the south by parcels with a land use designation of SFR, a zoning designation of RR5, and occupied with single-family residential dwelling units on large lots, typical to rural residential zoning districts.

East: Directly adjacent to the site's eastern boundary are parcels with a SFR Master Plan land use designation, zoning designations of either SF20 or RR5, and occupied with single-family residential dwelling units on large lots, typical to these zoning districts. Further east is another single-family residential subdivision which surrounds the southern and western boundaries of Silverland Middle School.

West: Directly adjacent to the site's western boundary are five parcels with a master plan land use designation of SFR and zoning designations of either RR1 or RR5. These parcels are either vacant or occupied with single-family residential dwelling units on large lots, typical to rural residential zoning districts.

From a land use compatibility perspective, the site is uniquely positioned to be able to provide a range of lot sizes larger than those typically offered in single-family residential subdivisions yet still maintain compatibility with adjacent rural residential land uses. The site is surrounded closely to the north, east, and southwest by smaller lot single-family residential uses, yet the site is neighbored by characteristically rural

parcels to the west and south, allowing for a subdivision with a wide range of lot sizes, as envisioned for the site, to provide an appropriate transition zone from the more rural development seen south and east and the higher density development north and west closer to the city center.

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

Response: Throughout the entitlement process, the applicant will follow all requirements of the development code and Nevada Revised Statutes for noticing the public, holding meetings, and attending public hearings.

Tentative Subdivision Map Approval Criteria

Pursuant to *Fernley Development Code §32.03.060 (Land Division Applications)* recommendations and decisions on tentative maps shall be based on consideration of all of the following criteria:

- 1. Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal;**

Response: This project has been designed to meet all environmental and health laws/regulations, as required by local, state, and federal regulations. Water and sewer will be provided and treated by the City of Fernley municipal water and wastewater systems (*refer to Preliminary Utility Plan [Sheets U-1 and U-2] in Section 4 and the Map Pocket of this submittal packet*). Solid waste disposal will be provided by Waste Management. This is a residential project, and this use is not anticipated to contribute significantly to air pollution.

- 2. Availability of water that meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;**

Response: Water meeting applicable health standards is available for the future needs of this subdivision, provided by the City of Fernley. The required water is available and will be provided at final map. Actual demand will be calculated with the site improvement plans prior to recording the final subdivision map. A utility plan is included in the Map Pocket of this submittal packet indicating the location of existing City of Fernley utility infrastructure to serve the project.

- 3. Availability and accessibility of utilities;**

Response: All utilities necessary to serve the proposed subdivision currently exist in close proximity to the site. Sewer is anticipated to be extended into the site via Westward Lane and through an existing access and utility easement that will connect to the proposed Bristle Cone Lane. Water lines are planned to be extended to the site via the extension of Fort Sutter Blvd and within the proposed roadways. The proposed water and sewer systems will be operated by the City of Fernley. A preliminary sewer study is included in Section 4 of this submittal packet which indicates the City of Fernley has sufficient system capacity to serve the project. Gas will be operated by Southwest Gas and power and communications services will also be extended to the site (*refer to Preliminary Utility Plan [Sheets U-1 and U-2] in Section 4 and the Map Pocket of this submittal packet*).

- 4. Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks;**

Response:

Schools

According to the Lyon County School District's 2016 Facilities Plan, all Fernley schools are currently under capacity and are planned to be within adequate utilization through 2025 with the exception of one elementary school. The School District's 10-year capital program identifies a new elementary school planned to be built in the next four to six years, which would address any potential elementary school capacity issues. Students residing in this development will attend Cottonwood Elementary School, Silverland Middle School, and Fernley High School.

Police and Fire Services

The project site is located in an area already served by police and fire services. Police services will be provided by the Lyon County Sheriff's Department and fire service will be provided by the North Lyon County Fire Protection District. The closest fully staffed fire station is the North Lyon County Fire Protection District Main Office, located approximately 2.7 miles west near the intersection of State Route 95A and Main Street. The main access to the site where police and fire will enter the development is located on Fort Sutter Boulevard.

Parks

There are recreational amenities in the area of the subject site. Ponderosa Park is located 0.88 miles southwest of the site. Picetti Park, a small neighborhood serving park, is located 0.66 miles east. Green Valley Park is approximately 1.5 miles west from the site, with larger parks like Fernley out of Town Park (2.5 miles west) and Autumn Winds Park (2.2 miles east) further from the site.

5. Consistency with the zoning district regulations;

Response: The project site has an existing master plan land use designation of Single-Family Residential (SFR) and, upon approval of the proposed ZMA associated with this request, the project site will have a zoning designation of SF6. This zoning district allows for single-family residential lots that are a minimum of 6,000 sf. This tentative subdivision request seeks to create 105 parcels in total, with 102 single-family lots, ranging from 6,144 sf interior lots to 12,249 sf, with an average lot size of 7,691 sf. The proposed subdivision is entirely consistent with all standards of the proposed SF6 zoning district regulations.

6. Conformity with the master streets and highways plan;

Response: The request conforms with the Master Streets and Highways Plan. Currently the property is accessed via Clover Lane to the south. Proposed access to the site will be improved to provide a 50-ft wide roadway into the site from the north as an extension of Fort Sutter Boulevard. This extension of Fort Sutter Boulevard will connect to an internal network of 50-ft roadways, with curbs, gutters, and sidewalks all designed to meet FDC standards, providing access to driveways of all proposed lots. Two bulbs and two cul-de-sacs are included in site design which will provide adequate turnaround for fire trucks and compliance with international fire code. Additional compliance with the Master Street and Highways Plan would be demonstrated further with the proposed site access connection to the north via Fort Sutter Boulevard over the city owned parcel. It is not anticipated that his project will contribute negatively to traffic or congestion, as concerns regarding traffic at the I-80 roundabout and along Farm District Road were considered and project design elements incorporated to mitigate potential impacts.

7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;

Response: Traffic generated from the project is not anticipated to have a significant impact to the surrounding transportation infrastructure or Farm District Road, as the *Traffic Impact Study* concluded over 80% of trips generated to and from the site will utilize the new connection to the north and Highway 50, especially considering the sites proximity to the future development of Victory Logistics and Nevada Pacific Parkway just northeast of the site. The proposed subdivision will only generate approximately 94 PM peak hour trips. As concluded in the TIS, beyond what is proposed no additional improvements are needed to accommodate demand on surrounding roadways. Traffic generation is minimal, and the surrounding existing roadways, combined with the new internal roadway network, can adequately serve the proposed lots.

8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties;

Response: This project is not within a floodplain. A grading plan is included in the Map Pocket of this submittal packet completed in compliance with all applicable grading, slope, soil and elevation differential standards of the City of Fernley (*refer to Preliminary Grading Plan [Sheets G-1 and G-2] in Section 4 and the Map Pocket of this submittal packet*).

9. Recommendations and comments of review bodies;

Response: Any comments received thus far have been incorporated into site design. Any recommendations and comments of review bodies moving forward will be considered in the project design and engineering processes.

10. Conformity to the master sewer and water utility plan;

Response: A *Preliminary Sewer Report* is included within *Section 4* of this submittal packet. The reports consulted with the Master Sewer and Water Utility Plans and include discussion of how the City of Fernley sewer and water infrastructure and supply has sufficient capacity to meet the projected demand of this project.

This project also conforms to the following Water/Wastewater Goals of the City of Fernley Comprehensive Master Plan:

- *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.*
 - **Comment:** This project will connect to the municipal water system. A utility plan is included within Section 4 of this submittal packet and modeling for demand will be done at final map.
- *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.*
 - **Comment:** Although there is minimal landscaping required with this plan, xeriscaping will be utilized where feasible to reduce water demand.
- *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.*
 - **Comment:** This project will connect to the municipal sewer system. A utility plan and a preliminary sewer report are included within Section 4 of this submittal packet.

11. Compliance with this Code and all other applicable regulations.

Response: Beyond all typical development code sections applicable to development of this nature in this zoning district, additional standards of the development code are applicable, as outlined below, with

descriptions of mitigation strategies incorporated into site design to meet the purpose and intent of these standards:

Adjacency Standards (FDC §32.09.030)

The tentative subdivision map has been designed specifically to meet the intent and purpose of lot adjacency and transition standards for single-family residential development. FDC §32.09.030(d) includes specific requirements for transitions and buffers between development on lots with varying degrees of density. When considering this, it's worth noting the zoning code was last comprehensively update prior to the Master Plan which was comprehensively updated in 2019, with some portions of the existing zoning code including standards not reflective of the vision for the community seen in the updated Master Plan. Specifically, the transition and buffer adjacency standards, if adhered to strictly, would create possible "dead zones" of land within subdivisions where development or improvements are neither feasible nor required. Further, code allows deviation from these standards with approval by the Administrator.

In order to satisfy the purpose and intent of the lot adjacency and transition standards, the site plan for the proposed subdivision has incorporated 30-ft rear buffers on both the east and west perimeter boundaries of the subdivision. Along the east and west perimeter boundaries 30-ft wide buffers have been included on the tentative subdivision map. It is anticipated that the buffer will be recorded on the final map and reflected on all applicable deed documents. These buffers will satisfy the access needs for utility infrastructure, including power poles and lines which run along both the eastern and western perimeter boundaries, while also providing an adequate transition zone buffer from the density/intensity of the neighboring RR1 and RR5 parcels and the proposed adjacent SF6 parcels. This perimeter buffer is in addition to rear setback requirements, thus development (erection of structures) will be prohibited in the rear 40-ft of any eastern or western perimeter lot, as regulated by the future HOA for the subdivision.

TRAFFIC IMPACT STUDY

for

Chaparral Estates

July 21, 2025

PREPARED FOR:

Wood Rodgers, Inc.

PREPARED BY:



Lauren
T. Picou

Digitally signed
by Lauren T.
Picou
Date: 2025.07.21
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YOUR QUESTIONS ANSWERED QUICKLY

Why did you perform this study?

This Traffic Impact Study evaluates the potential traffic impacts associated with the proposed Chaparral Estates (formerly Clover Lane) residential development in Fernley, NV. This study was undertaken to determine the opening year and future year traffic conditions, quantify traffic volumes generated by the proposed project, identify potential impacts, and develop recommendations to mitigate impacts, if any are found.

What does the project consist of?

The project consists of 102 single-family dwelling units. The site is located north of Farm District Road, with proposed access via Clover Lane, Fort Sutter Boulevard and a planned connection to Westward Lane. The project location within the region is shown in **Figure 1** and the project site location is shown in **Figure 2**. The preliminary site plan is shown in **Figure 3**.

How much traffic will the project generate?

The development is anticipated to generate approximately 962 Daily trips, 71 AM peak hour trips, and 96 PM peak hour trips.

Are there any traffic impacts?

All intersections studied are anticipated to operate within policy level of service under all scenarios, with or without the project. The addition of project traffic had no significant impact on the study intersections.

Are any improvements proposed?

- No capacity improvements are needed at the study intersections based on the addition of project traffic. The project should construct an eastbound left turn lane at the Farm District Road / Clover Lane intersection; this is warranted by NDOT criteria based on the existing volumes (independent of the project). The project adds a small number of trips (10 in the PM peak hour) to the eastbound left turn movement.
- The project should construct the roadway connection to Fort Sutter Boulevard. This connection at Fort Sutter Boulevard/ Langdon Street should convert that intersection to a side-street stop (stop on Langdon Street) T-intersection.
- The project should construct the roadway connection to Clover Lane.
- All roadway connections and internal project roadways should be constructed to City of Fernley standards.

TABLE OF CONTENTS

Introduction	1
Analysis Methodology.....	5
Existing Conditions	6
Opening and Future Year Conditions	10
Project Conditions.....	14
Opening Year and Future Year Plus Project Conditions.....	16
Conclusions	20

LIST OF FIGURES

1. Regional Project Location
2. Study Intersections
3. Preliminary Site Plan
4. Existing Traffic Volumes, Lane Configurations, and Controls
5. Opening Year Traffic Volumes, Lane Configurations, and Controls
6. Future Year Traffic Volumes, Lane Configurations, and Controls
7. Project Trip Distribution and Assignment
8. Opening Year Plus Project Traffic Volumes, Lane Configurations, and Controls
9. Future Year Plus Project Traffic Volumes, Lane Configurations, and Controls

LIST OF APPENDICES

- A. Crash Data
- B. Existing Conditions LOS Calculations
- C. Opening Year and Future Year LOS Calculations
- D. Opening Year Plus Project and Future Year Plus Project LOS Calculations

INTRODUCTION

This Traffic Impact Study evaluates the potential traffic impacts associated with the proposed Chaparral Estates (formerly Clover Lane) residential development in Fernley, NV. This study was undertaken to determine the existing, opening year and future year traffic conditions, quantify traffic volumes generated by the proposed project, identify potential impacts, and develop recommendations to mitigate impacts, if any are found.

Study Area and Evaluated Scenarios

The project consists of 102 single-family dwelling units. The site is located north of Farm District Road, with two proposed accesses – to the north via Fort Sutter Boulevard, and to the south via Clover Lane. An additional connection is planned via an extension to Westward Lane. The project location within the region is shown in **Figure 1** and the project site location is shown in **Figure 2**. The preliminary site plan is shown in **Figure 3**.

The following intersections are included in this study:

1. US 50A / River Ranch Road
2. River Ranch Road / Round Up Road
3. Round Up Road / Fort Sutter Blvd
4. Farm District Road / Clover Lane

This study includes analysis of both the weekday AM and PM peak hours as these are the periods of time in which peak traffic is anticipated to occur. The evaluated development scenarios are:

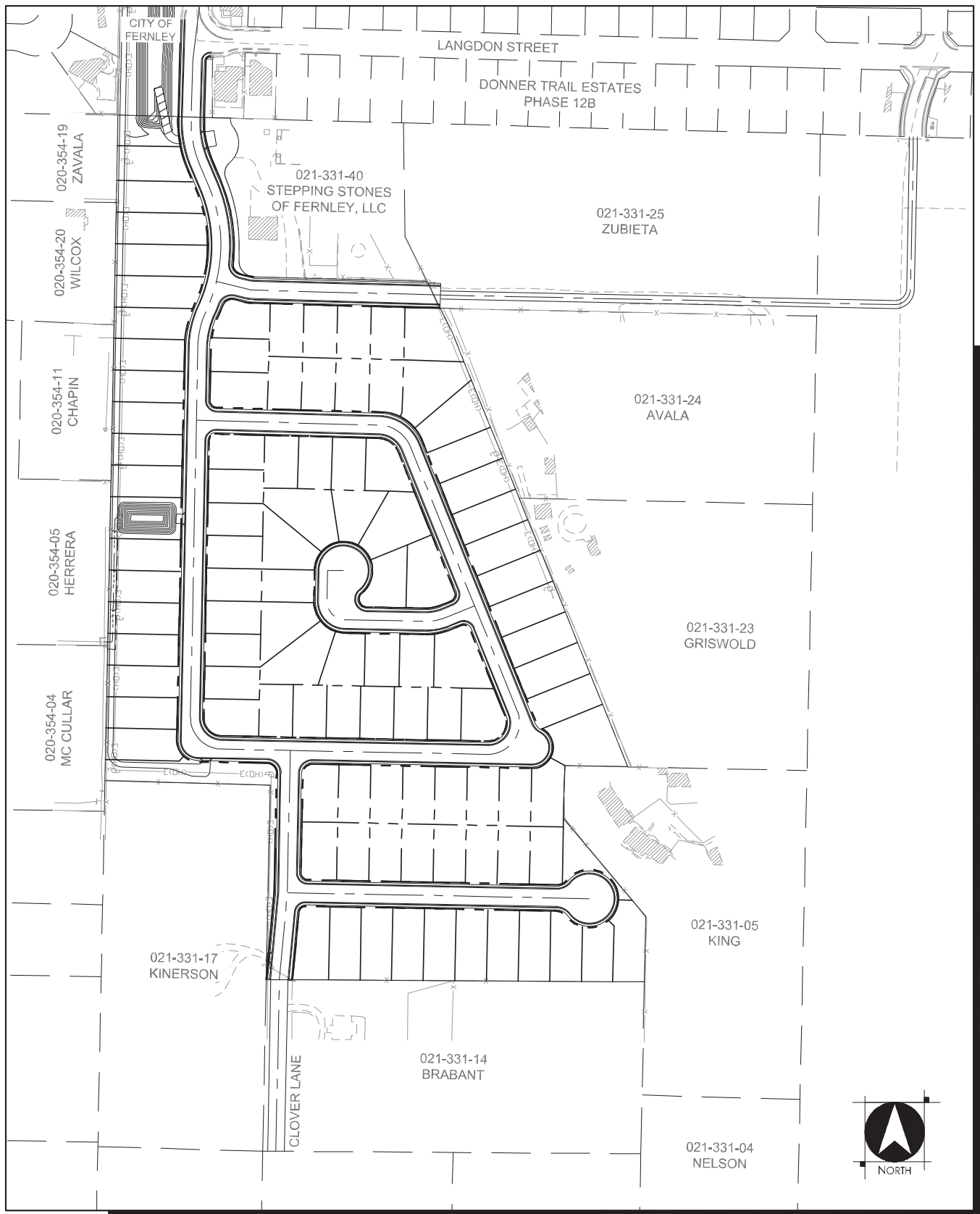
- Existing Conditions
- Opening Year Conditions (5 Year horizon, no project)
- Future Conditions (20 Years from Opening Year, no project)
- Opening Year Plus Project Conditions
- Future Year Plus Project Conditions



Study Intersections

- ① US 50A / River Ranch Rd
- ② River Ranch Rd / Round Up Rd
- ③ Round Up Rd / Fort Sutter Blvd
- ④ Farm District Rd / Clover Ln





SITE PLAN

1" = 150'

ANALYSIS METHODOLOGY

Level of service (LOS) is a term commonly used by transportation practitioners to measure and describe the operational characteristics of intersections, roadway segments, and other facilities. This term equates seconds of delay per vehicle at intersections to letter grades “A” through “F” with “A” representing optimum conditions and “F” representing breakdown or over capacity flows.

Intersections

The complete methodology for intersection level of service analysis is established in *the Highway Capacity Manual (HCM)*, 7th Edition published by the Transportation Research Board (TRB). **Table 1** presents the delay thresholds for each level of service grade at signalized and unsignalized intersections.

Table 1: Level of Service Definition for Intersections

Level of Service	Brief Description	Average Delay (seconds per vehicle)	
		Signalized Intersections	Unsignalized Intersections
A	Free flow conditions.	< 10	< 10
B	Stable conditions with some affect from other vehicles.	10 to 20	10 to 15
C	Stable conditions with significant affect from other vehicles.	20 to 35	15 to 25
D	High density traffic conditions still with stable flow.	35 to 55	25 to 35
E	At or near capacity flows.	55 to 80	35 to 50
F	Over capacity conditions.	> 80	> 50

Source: *Highway Capacity Manual, 7th Edition*

Level of service calculations were performed for the study intersections using the Synchro 12 software and Highway Capacity Software (HCS) package with analysis and results reported in accordance with *HCM* methodology.

Level of Service Policy

The *City of Fernley Comprehensive Master Plan* indicates that “the minimum Level of Service on all city-maintained roadways shall be LOS D.” This is consistent with Nevada Department of Transportation (NDOT) policies, which indicate that “Level of Service “C” will be the design objective for capacity and under no circumstances will less than Level of Service “D” be accepted for site and non-site traffic.”

Hence, LOS “D” was used as the threshold criteria for this analysis.

Traffic engineering practitioners recognize that LOS E/F conditions for the side street approach, during the peak hour(s), does not indicate an intersection failure or the need for mitigation. This condition (LOS E/F for a minor side-street approach) commonly exists throughout urban and suburban areas and is manageable in most cases.

EXISTING CONDITIONS

Roadway Facilities

A brief description of the key roadways in the study area is provided below:

US 50A is classified as a Principal Arterial that runs east-west and connects I-80 in Fernley to US 50 near Fallon. In the immediate project vicinity, US 50A has two lanes in each direction and has a posted speed limit of 65 MPH.

Farm District Road (SR 828) is an NDOT roadway classified as a Minor Arterial that runs east-west and connects to US 50A in Fernley and to the east of Fernley. In the immediate project vicinity, Farm District Road is two lanes with a posted speed limit of 45 MPH.

River Ranch Road is classified as a Minor Collector. *Fort Sutter Boulevard*, *Round Up Road* and *Clover Lane* are classified by NDOT as a Local Roads. These roadways have 2 lanes, one in each direction of travel. The posted speed limit is 25 mph on these roadways. A small preschool exists at the northern terminus of Clover Lane.

Bicycle, Pedestrian & Transit Facilities

Sidewalks are generally present on the local roads in the study area and a portion of River Ranch Road. Farm District Road and US 50A do not have sidewalks or bicycle lanes.

Crash History

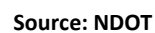
Vehicle crash data was obtained from NDOT and includes information from:

- 2016 to 2020 – The most current five-year period available on the NDOT Crash Data website.
- 2021 and 2022 – Supplemental data request.

The available crash data is provided in **Appendix A**. Twenty-two crashes occurred in the area from 2016-2022, summarized as:

- Half (11) were Property Damage Only (PDO) and 11 were injury crashes. None were fatal.
- No recorded crashes involved pedestrians or bicyclists.
- The majority (15) occurred at US 50A/River Ranch Road. Six (6) were Property Damage Only (PDO) and 9 were injury crashes. Fourteen were angle-type crashes, one was a non-collision (single car incident). It is important to note that a traffic signal was installed at this intersection in 2021 as an operational and safety improvement.

- The crash data does not indicate any significant safety concerns in the area. The 2016-2020 crash map is shown in **Exhibit 1**.



Traffic Volumes

AM and PM peak hour traffic volumes were collected at the study intersections on November 13-14, 2024 when school was in regular session. NDOT's 2022 Seasonal Growth Factors report was reviewed and November was found to be an average month of the year with a seasonal factor of approximately 1.0. Therefore, seasonal growth factors were not applied to the existing counts. The existing AM and PM peak hour intersection turning movement volumes are shown on **Figure 4**.

Intersection Level of Service Analysis

Existing weekday AM and PM peak hour intersection level of service analysis was performed for the study intersections using Synchro 12. The existing intersection lane configurations and controls are shown on **Figure 4**. **Table 2** shows the existing conditions level of service results, and the technical calculations are provided in **Appendix B**.

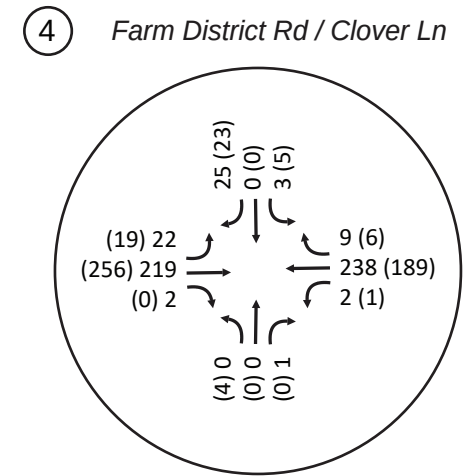
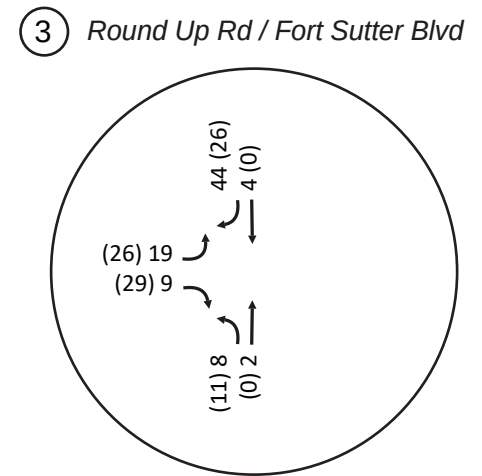
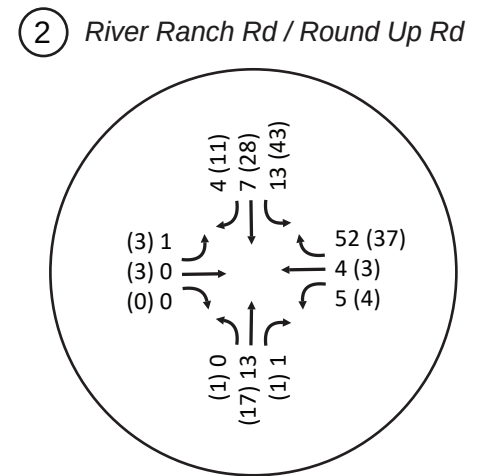
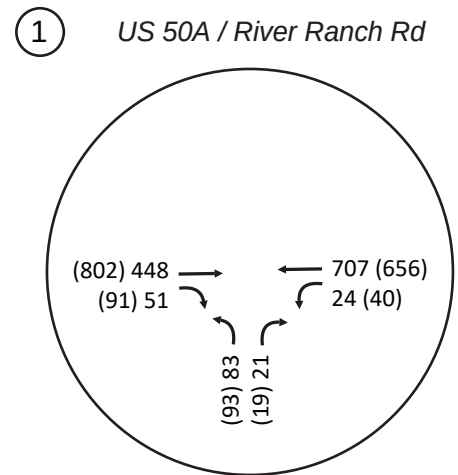
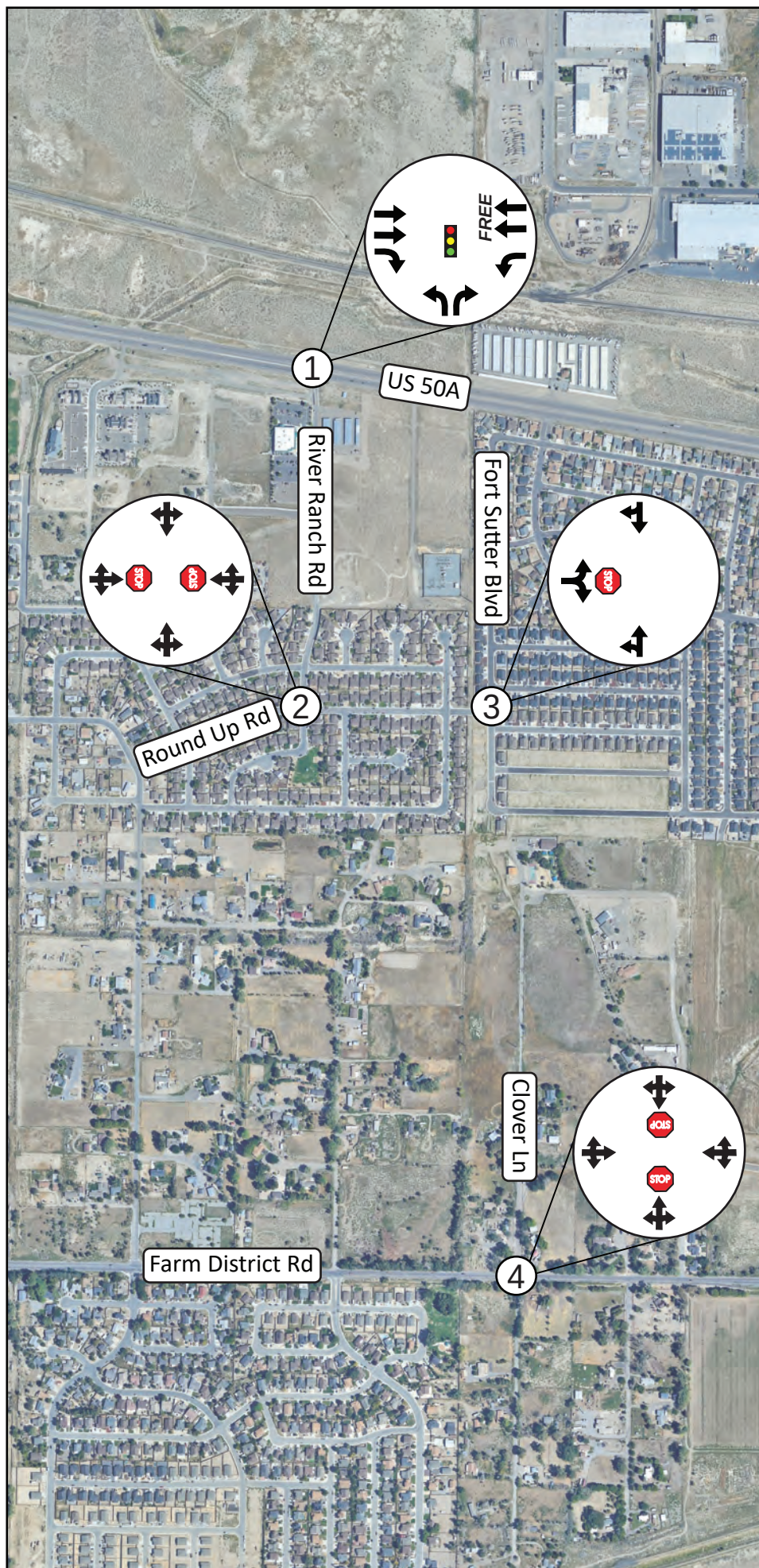
Table 2: Existing Intersection Level of Service

Int. ID	Intersection	Control	AM		PM	
			Delay ¹	LOS	Delay ¹	LOS
1	US 50A / River Ranch Road	Signalized High-T				
	Overall		7.0	A	7.5	A
	Northbound Left		15.4	B	20.3	C
	Northbound Right		12.8	B	16.4	B
	Eastbound Through		8.6	A	8.7	A
	Westbound Left		20.2	C	22.6	C
2	River Ranch Road / Round Up Road	Side Street Stop				
	Northbound Left		0.0	A	7.3	A
	Southbound Left		7.3	A	7.3	A
	Eastbound Approach		9.3	A	10.5	B
	Westbound Approach		8.9	A	8.8	A
3	Round Up Road / Fort Sutter Boulevard	Side Street Stop				
	Northbound Left		7.4	A	7.3	A
	Eastbound Approach		8.9	A	8.8	A
4	Farm District Road / Clover Lane	Side Street Stop				
	Northbound Approach		10.1	B	13.5	B
	Southbound Approach		11.3	B	10.3	B
	Eastbound Left		8.1	A	7.7	A
	Westbound Left		7.9	A	7.8	A

Notes: 1. Delay is reported in seconds per vehicle for the worst approach/movement for side street stop-controlled intersections, and overall and by movement for signalized intersections.

Source: GCW, 2025

The study intersections currently operate within the LOS policy.



OPENING AND FUTURE YEAR CONDITIONS

The project is expected to be constructed in approximately 5 years. This horizon is used to forecast traffic volumes for the Opening Year conditions, approximately 2029/2030. Future Year represents 20 years after the Opening Year (25 years from Existing Conditions).

Traffic Volume Forecasts

Projections for Opening Year and Future Year were developed to include background growth, planned roadway projects, and planned developments in the area. A growth rate of 2% per year was applied to the existing traffic volumes, consistent with the annual growth rate used in the City of Fernley *Comprehensive Master Plan*, the *Transportation Master Plan*, and previous approved traffic impact studies.

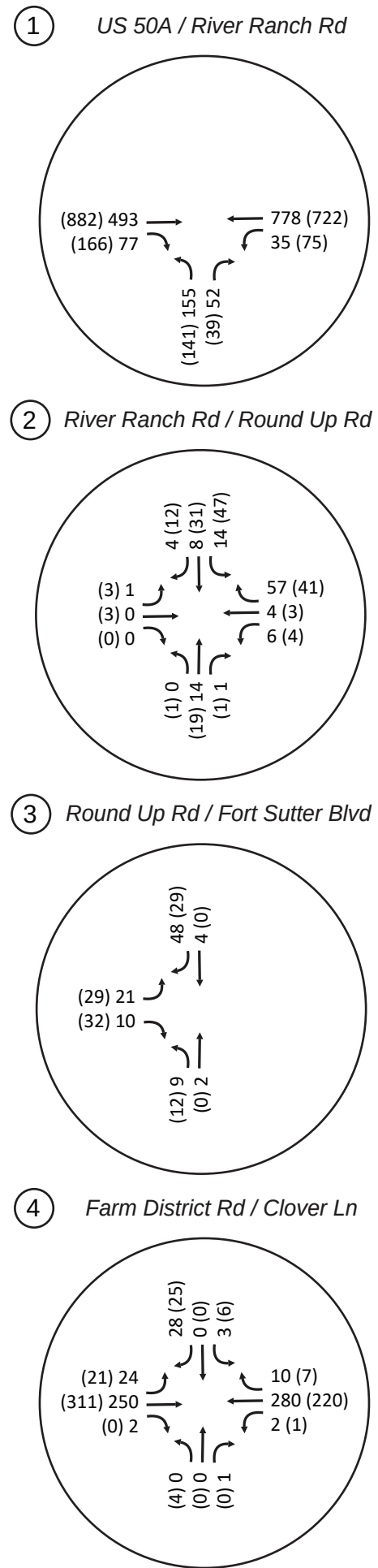
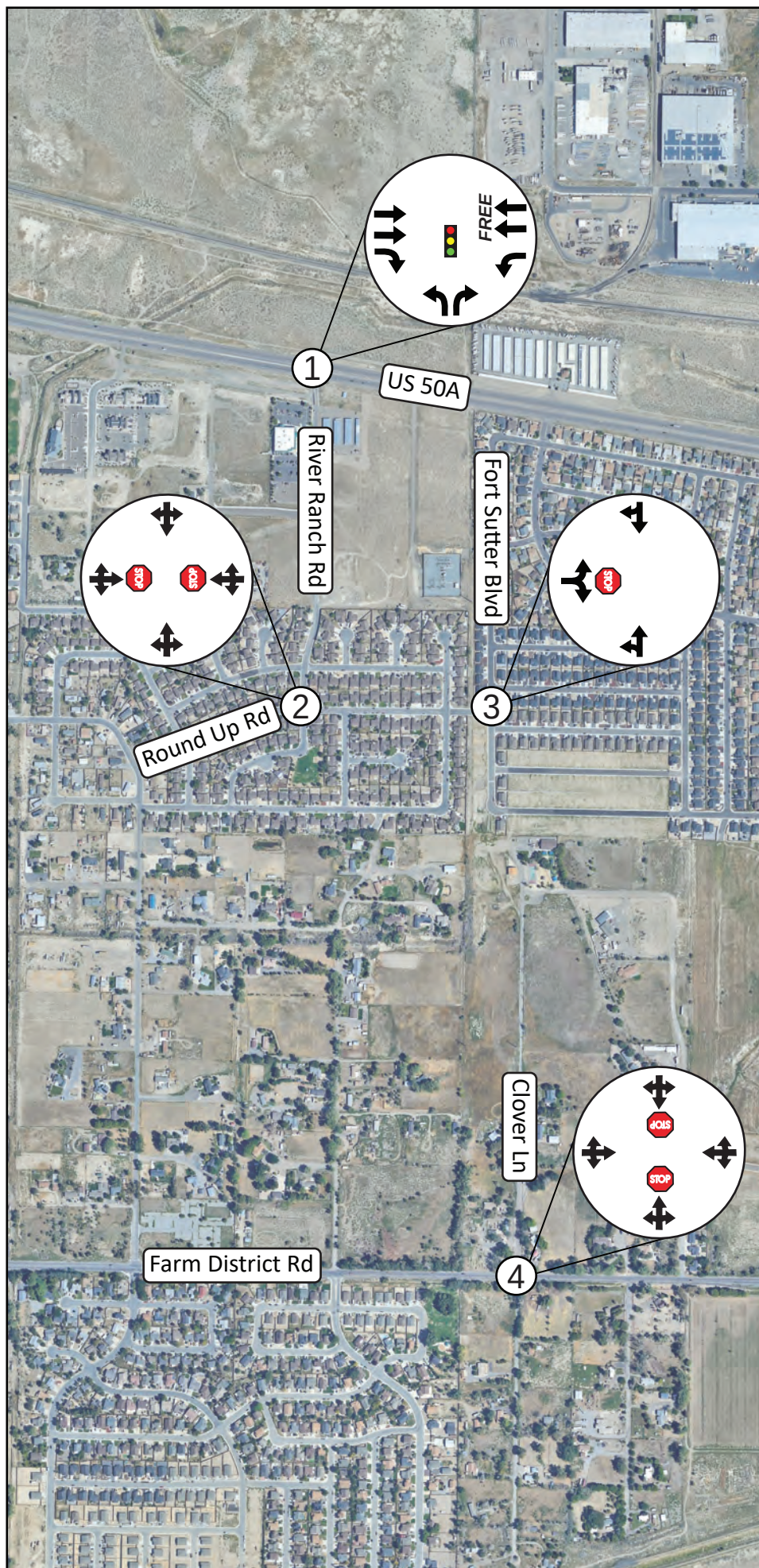
Opening Year and Future Year traffic volumes incorporate the Nevada Pacific Parkway extension to US 50A, which is planned to connect to US 50A opposite the existing Nevada Pacific Boulevard, as well as planned development in the area, including other development project traffic described in the:

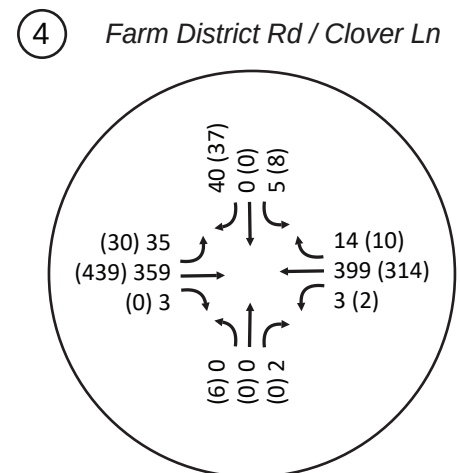
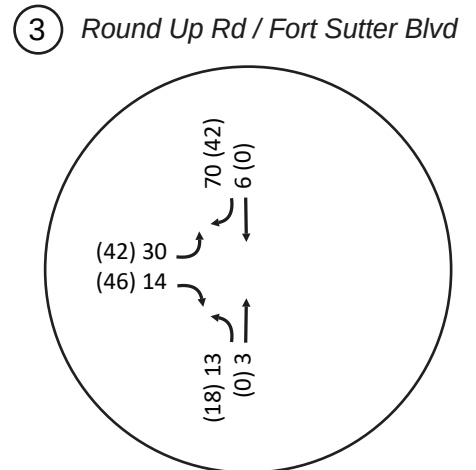
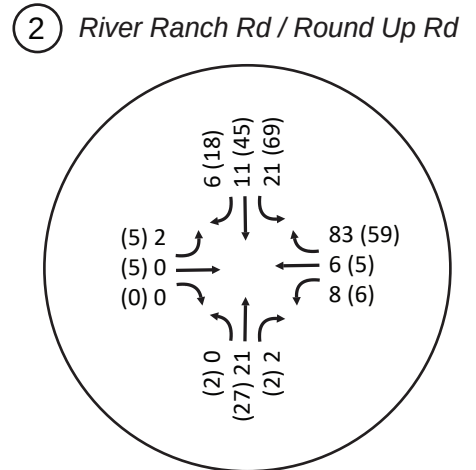
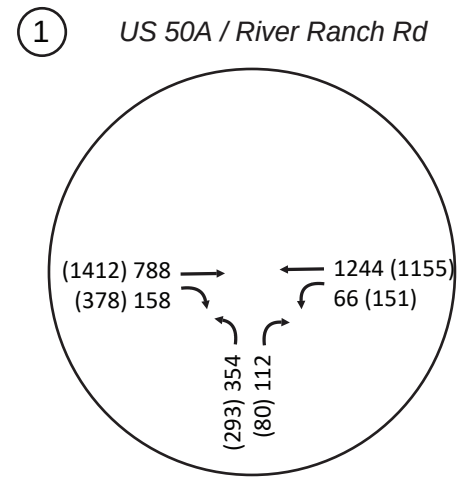
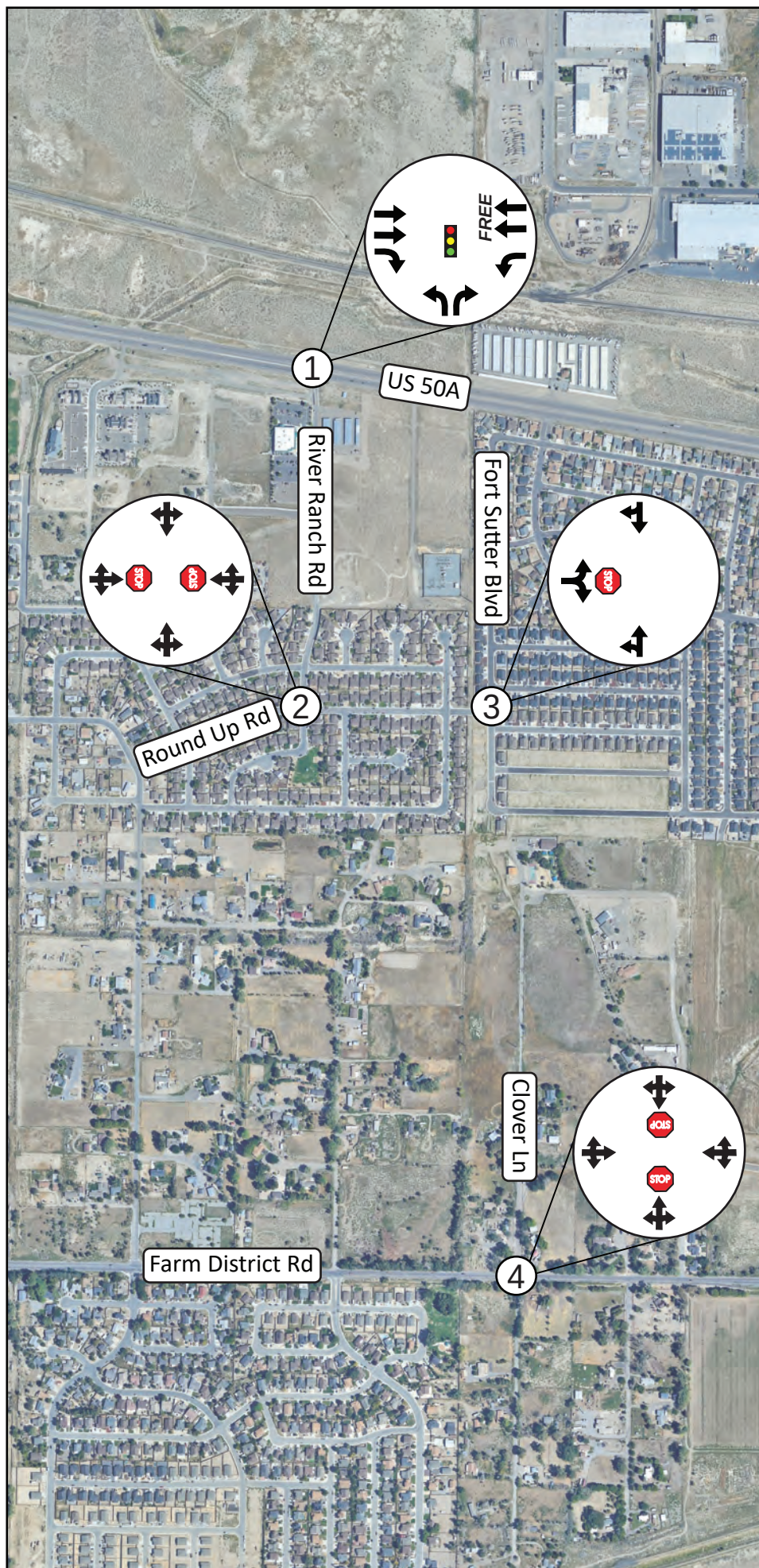
- Nevada Pacific Boulevard Development Traffic Impact Study (Headway, January 2022)
- River Ranch Apartments Traffic Impact Study (Headway, September 2022)
- Clements Ranch Traffic Impact Study (Headway, April 2023)
- Victory Traffic Impact Study (Headway, February 2022)

Ultimately, this resulted in background growth rates and factors of approximately:

- 2.3% per year
- Opening (5-Yr) growth factor of 1.1
- Future (20 years from Opening) growth factor of 1.6

Other projects in the area are assumed to be accounted for with the annual 2.3% per year growth rate. The Opening Year and Future Year (without Project) volumes are shown on **Figures 5 and 6**.





Intersection Level of Service Analysis

Opening Year and Future Year weekday AM and PM peak hour intersection level of service analysis was performed for the study intersections using Synchro 12. **Table 3** shows the level of service results, and the technical calculations are provided in **Appendix C**.

Table 3: Opening Year and Future Year Intersection Level of Service

Int. ID	Intersection	Control	Opening Yr AM		Opening Yr PM		Future Yr AM		Future Yr PM	
			Delay ¹	LOS	Delay ¹	LOS	Delay ¹	LOS	Delay ¹	LOS
1	US 50A / River Ranch Road	Signalized High-T								
	Overall		8.5	A	9.2	A	15.6	B	20.8	C
	Northbound Left		16.6	B	22.5	C	28.3	C	52.0	D
	Northbound Right		13.4	B	18.2	B	18.2	B	29.1	B
	Eastbound Through		9.9	A	10.2	A	15.9	B	24.9	C
	Westbound Left		21.2	C	26.1	C	40.1	D	57.8	E
2	River Ranch Road / Round Up Road	Side Street Stop								
	Northbound Left		0.0	A	7.3	A	0.0	A	7.3	A
	Southbound Left		7.3	A	7.3	A	7.3	A	7.4	A
	Eastbound Approach		9.4	A	10.2	B	9.9	B	11.3	B
	Westbound Approach		8.9	A	8.9	A	9.2	A	9.2	A
3	Round Up Road / Fort Sutter Boulevard	Side Street Stop								
	Northbound Left		7.4	A	7.3	A	7.5	A	7.3	A
	Eastbound Approach		9.0	A	8.8	A	9.2	A	9.0	A
4	Farm District Road / Clover Lane	Side Street Stop								
	Northbound Approach		10.3	B	15.1	B	11.6	B	21.3	C
	Southbound Approach		12.0	B	10.9	B	15.9	C	12.7	B
	Eastbound Left		8.3	A	7.8	A	8.9	A	8.1	A
	Westbound Left		8.0	A	8.0	A	8.5	A	8.4	A

Notes:

1. Delay is reported in seconds per vehicle for the worst approach/movement for side street stop-controlled intersections, and overall and by movement for signalized intersections.

Source: GCW, 2025

Table 3 indicates that the studied intersections are expected to operate acceptably in the Opening and Future Year Conditions (without the project).

PROJECT CONDITIONS

Trip generation rates from the *Trip Generation Manual, 11th Edition* published by the Institute of Transportation Engineers (ITE) were used to develop trip generation estimates for the proposed project based on the Single-Family Detached (ITE 210) for 102 dwelling units. **Table 4** shows the Daily, AM peak hour, and PM peak hour trip generation estimates.

Table 4: Trip Generation Estimates

Land Use (ITE Code)	Size ¹	Trips ²				
		Daily	AM In/Out	Total AM	PM In/Out	Total PM
Single-Family Detached (210)	102 du	962	18 / 53	71	60 / 36	96

Notes: 1. du = dwelling units

2. Trips were calculated based on the following rates per du:

Single-Family Detached: Daily – 9.43; AM – 0.70 (25% in / 75% out); PM – 0.94 (63% in / 37% out)

Source: GCW, 2025

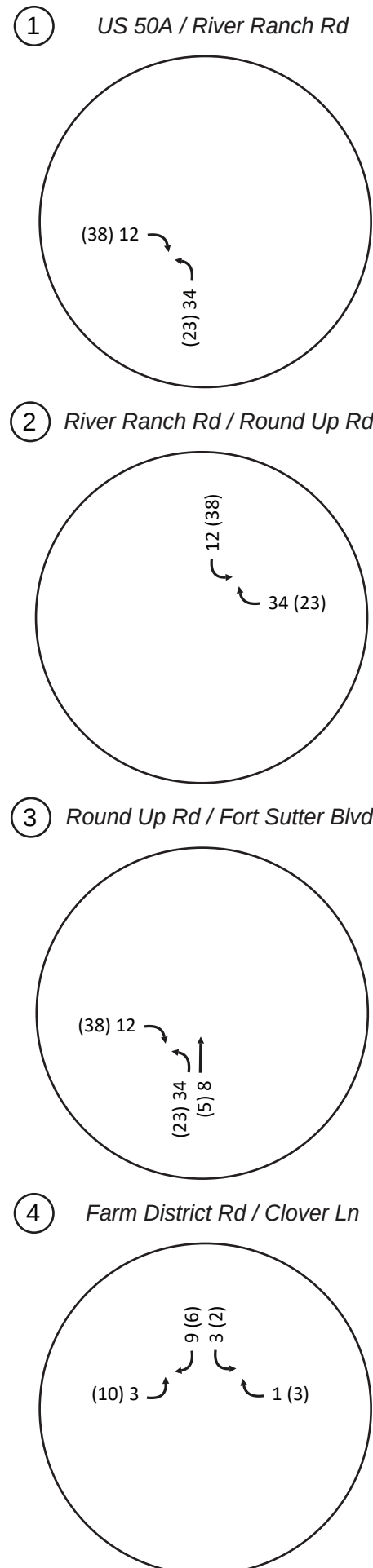
As shown in the table, the project is expected to generate 962 Daily, 71 AM peak hour, and 96 PM peak hour trips to the external roadway network.

Project Access and Trip Distribution

Access is proposed as shown in the preliminary site plan (**Figure 3**); the project will extend and connect to Fort Sutter Boulevard and connect to Clover Lane. Project trips were distributed to the adjacent roadway network based on existing traffic volumes, the locations of complimentary land uses, and anticipated travel patterns. Project trips were distributed based on the following:

- 65% to/from the west via US 50A
- 15% to/from the east via US 50A (in via Nevada Pacific Boulevard and out via Fort Sutter Boulevard)
- 15% to/from the west via Farm District Road
- 5% to/from the east via Farm District Road

Figure 7 shows the project trip distribution and assignment.



Access Management

The project access intersections of US 50A / River Ranch Road and US 50A / Nevada Pacific Boulevard have both left and right turn lanes. Turn lanes do not exist on Farm District Road (SR 828) / Clover Lane. The requirements for left and right turn lanes per the *NDOT Access Management System and Standards (AMSS 2017)* indicate that:

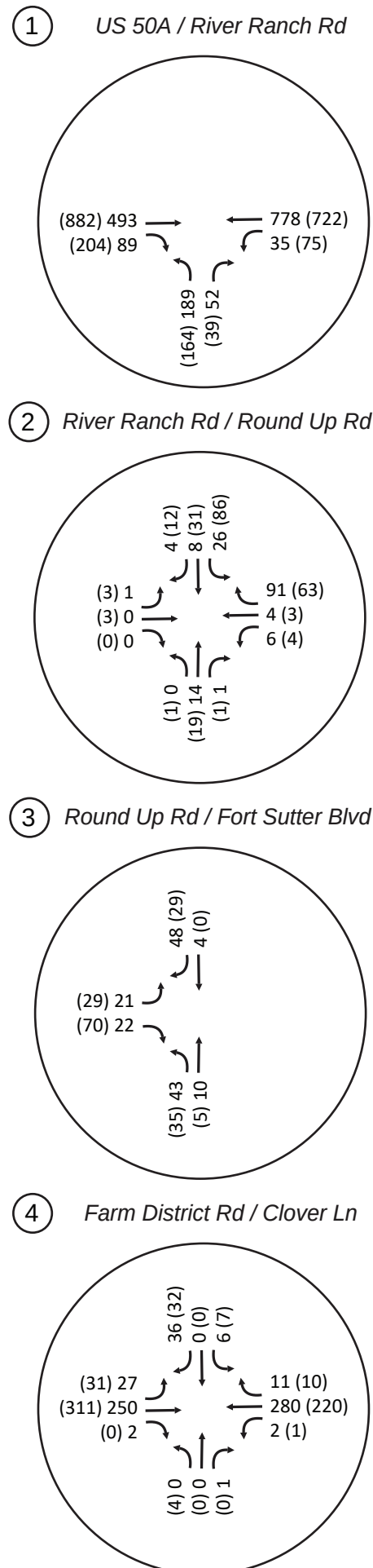
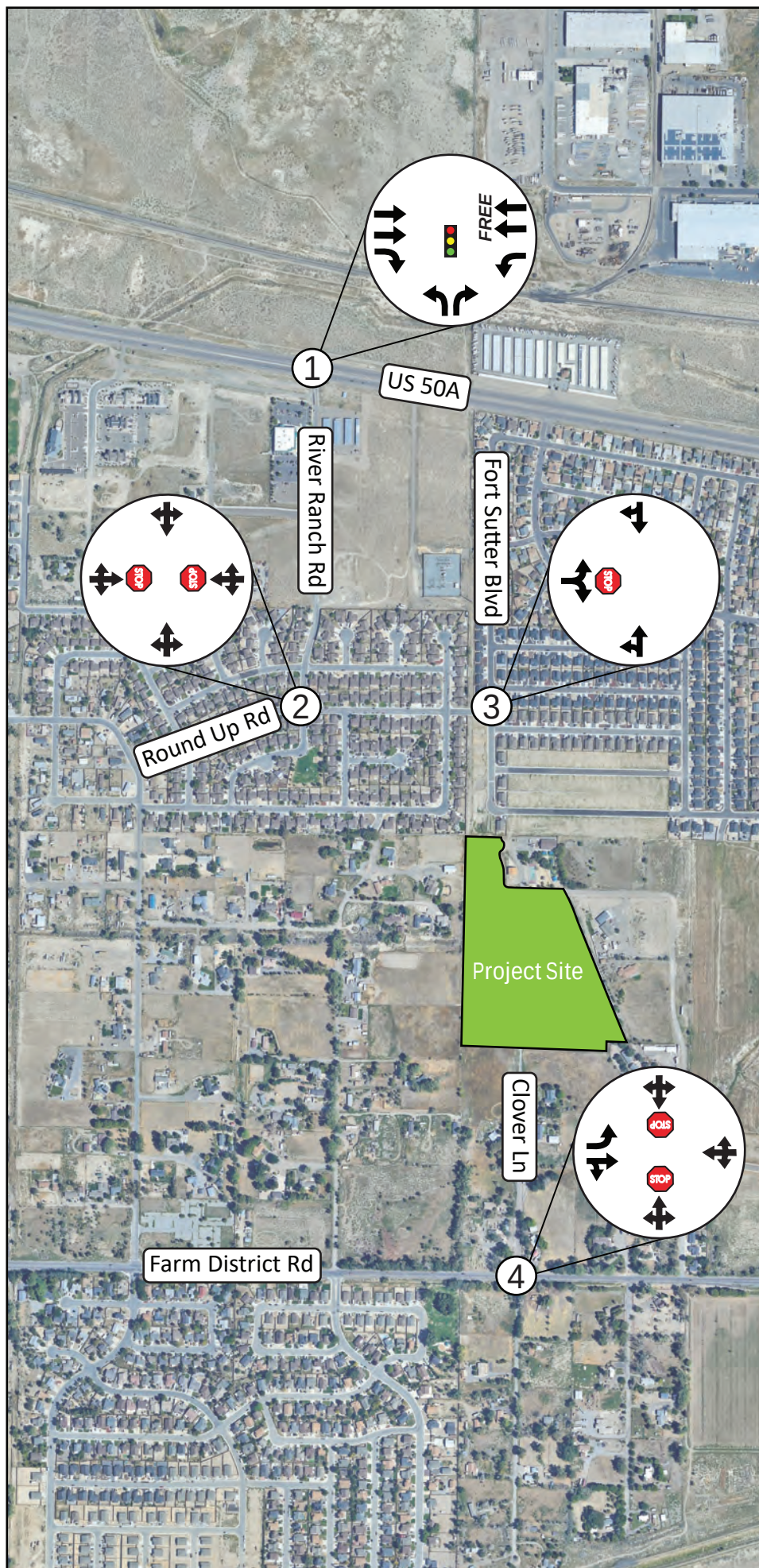
- Per *AMSS Table 4-12: Left-Turn Lane Warrants at Unsignalized Intersections, Two-Lane Roadways in Urban Areas* for 45 mph, left turn lanes are currently warranted based on the existing AM and PM peak hour volumes. The project adds 3 AM and 10 PM peak hour trips to the eastbound left turn movement on Farm District Road.
- Per *AMSS Table 4-16: Right-Turn Lane Warrants at Unsignalized Intersections, Two-Lane Roadways in Urban Areas* for 45 mph, right turn lanes are not currently warranted but are nearing thresholds. The project adds 1 AM and 3 PM peak hour trips to the westbound right turn movement on Farm District Road.

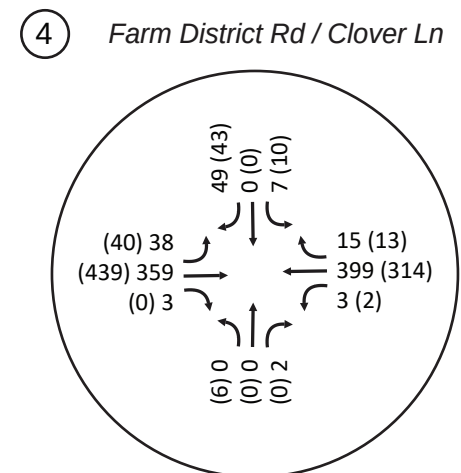
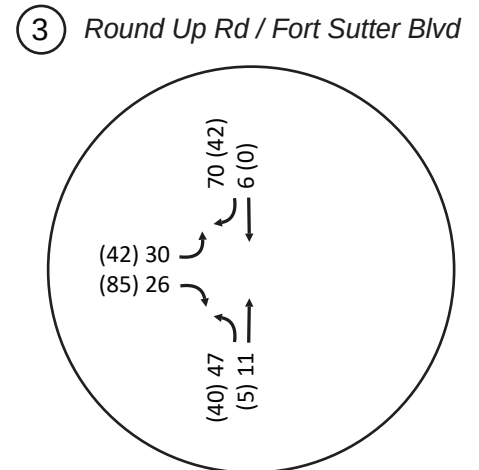
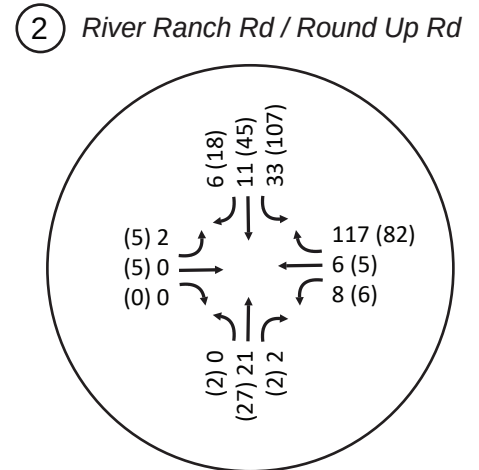
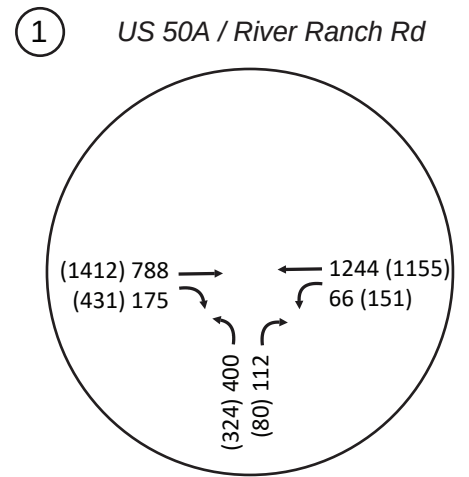
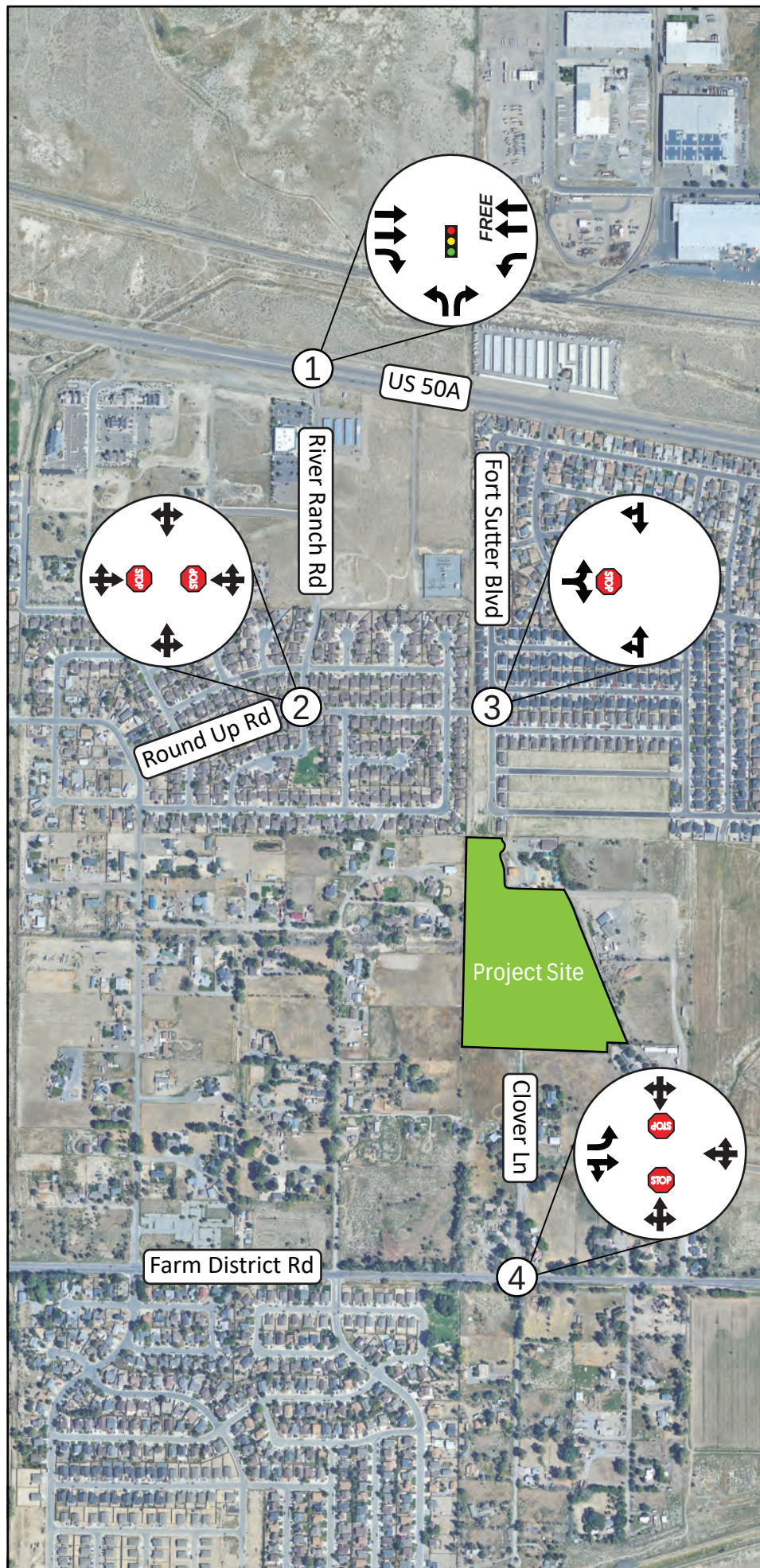
An eastbound left turn lane is recommended to be constructed with the project as a reasonable mitigation. It is noted that the left turn lane is warranted based on existing volumes, not due to the addition of project traffic. A right turn lane is not recommended as the project adds 1-3 trips per peak hour.

OPENING YEAR AND FUTURE YEAR PLUS PROJECT CONDITIONS

Traffic Volumes

Project trips (**Figure 7**) were added to the Opening Year traffic volumes (**Figure 5**) to develop the Opening Plus Project conditions traffic volumes, shown on **Figure 8**. Project trips (**Figure 7**) were added to the Future Year traffic volumes (**Figure 6**) to develop the Future Plus Project conditions traffic volumes, shown on **Figure 9**.





Intersection Level of Service

AM and PM peak hour intersection level of service analysis was performed for the study intersections for the Opening Year Plus Project and Future Year Plus Project conditions. **Tables 5 and 6** show the level of service results, and the technical calculations are provided in **Appendix D**.

Table 5: Opening Year Plus Project Intersection Level of Service

Int. ID	Intersection	Control	Opening Yr AM		Opening Yr PM		Opening Yr Plus Project AM		Opening Yr Plus Project PM	
			Delay ¹	LOS	Delay ¹	LOS	Delay ¹	LOS	Delay ¹	LOS
1	US 50A / River Ranch Road	Signalized High-T								
	Overall		8.5	A	9.2	A	9.1	A	9.6	A
	Northbound Left		16.6	B	22.5	C	16.6	B	22.7	C
	Northbound Right		13.4	B	18.2	B	13.0	B	18.0	B
	Eastbound Through		9.9	A	10.2	A	10.6	B	10.7	A
	Westbound Left		21.2	C	26.1	C	22.1	C	27.2	C
2	River Ranch Road / Round Up Road	Side Street Stop								
	Northbound Left		0.0	A	7.3	A	0.0	A	7.3	A
	Southbound Left		7.3	A	7.3	A	7.3	A	7.4	A
	Eastbound Approach		9.4	A	10.2	B	10.5	B	11.3	B
	Westbound Approach		8.9	A	8.9	A	9.1	A	9.0	A
3	Round Up Road / Fort Sutter Boulevard	Side Street Stop								
	Northbound Left		7.4	A	7.3	A	7.5	A	7.3	A
	Eastbound Approach		9.0	A	8.8	A	9.4	A	9.1	A
4	Farm District Road / Clover Lane	Side Street Stop							(includes eastbound left turn lane)	
	Northbound Approach		10.3	B	15.1	B	10.3	B	15.9	C
	Southbound Approach		12.0	B	10.9	B	12.7	B	11.0	B
	Eastbound Left ²		8.3	A	7.8	A	8.3	A	7.8	A
	Westbound Left		8.0	A	8.0	A	8.0	A	8.0	A

Notes:

1. Delay is reported in seconds per vehicle for the worst approach/movement for side street stop-controlled intersections, and overall and by movement for signalized intersections.
2. Plus Project conditions adds an eastbound left turn lane.

Source: GCW, 2025

Table 6: Future Year Plus Project Intersection Level of Service

Int. ID	Intersection	Control	Future Yr AM		Future Yr PM		Future Yr Plus Project AM		Future Yr Plus Project PM	
			Delay ¹	LOS	Delay ¹	LOS	Delay ¹	LOS	Delay ¹	LOS
1	US 50A / River Ranch Road	Signalized High-T								
	Overall		15.6	B	20.8	C	17.9	B	22.8	C
	Northbound Left		28.3	C	52.0	D	34.4	C	58.4	E
	Northbound Right		18.2	B	29.1	B	18.2	B	28.8	C
	Eastbound Through		15.9	B	24.9	C	17.4	B	27.4	C
	Westbound Left		40.1	D	57.8	E	44.4	D	60.5	E
2	River Ranch Road / Round Up Road	Side Street Stop								
	Northbound Left		0.0	A	7.3	A	0.0	A	7.3	A
	Southbound Left		7.3	A	7.4	A	7.3	A	7.4	A
	Eastbound Approach		9.9	B	11.3	B	11.4	B	12.5	B
	Westbound Approach		9.2	A	9.2	A	9.5	A	9.4	A
3	Round Up Road / Fort Sutter Boulevard	Side Street Stop								
	Northbound Left		7.5	A	7.3	A	7.6	A	7.4	A
	Eastbound Approach		9.2	A	9.0	A	9.7	A	9.3	A
4	Farm District Road / Clover Lane	Side Street Stop							(includes eastbound left turn lane)	
	Northbound Approach		11.6	B	21.3	C	11.5	B	22.8	C
	Southbound Approach		15.9	C	12.7	B	16.8	C	13.1	B
	Eastbound Left		8.9	A	8.1	A	8.9	A	8.1	A
	Westbound Left		8.5	A	8.4	A	8.5	A	8.4	A

Notes:

1. Delay is reported in seconds per vehicle for the worst approach/movement for side street stop-controlled intersections, and overall and by movement for signalized intersections.
2. Plus Project conditions adds an eastbound left turn lane.

Source: GCW, 2025

As shown in **Tables 5 and 6**, the study intersections are anticipated to operate within the LOS policy in the Opening Year and Future Year Plus Project Conditions. The addition of project trips had no significant impact on the operation, and the level of service is similar with or without the project.

CONCLUSIONS & RECOMMENDATIONS

- The project consists of 102 single-family dwelling units.
- The site is located north of Farm District Road, with proposed access via Clover Lane and Fort Sutter Boulevard.
- The project is anticipated to generate approximately 962 Daily trips, 71 AM peak hour trips, and 96 PM peak hour trips.
- All intersections studied operate within policy level of service under all scenarios, with or without the project. No impacts were identified requiring mitigations or improvements.

- The project should construct an eastbound left turn lane at the Farm District Road / Clover Lane intersection; this is warranted based on the existing volumes independent of the project. The project adds a small number of trips (10 in the PM peak hour) to the eastbound left turn movement.
- The project should construct the connection to Fort Sutter Boulevard. This connection at Fort Sutter Boulevard/ Langdon Street should convert that intersection to a side-street stop (stop on Langdon Street) T-intersection.
- The project should construct the connection to Clover Lane.
- All roadway connections and internal project roadways should be constructed to City of Fernley standards.

Appendix A

Crash Data

	OBJECTID	Crash Severity	Crash Date	Injury Type	Crash Type
River Ranch/ US 50A	1668617	PROPERTY DAMAGE ONLY	1/31/2016, 12:57 PM	No Data	ANGLE
River Ranch/ US 50A	1674863	INJURY CRASH	3/18/2016, 1:34 PM	A	ANGLE
River Ranch/ US 50A	1678169	PROPERTY DAMAGE ONLY	4/11/2016, 8:40 AM	No Data	ANGLE
River Ranch/ US 50A	1704114	INJURY CRASH	10/20/2016, 7:00 AM	A	ANGLE
River Ranch/ US 50A	1708986	INJURY CRASH	11/23/2016, 4:00 AM	C	ANGLE
River Ranch/ US 50A	1715793	INJURY CRASH	1/7/2017, 4:02 PM	B	NON-COLLISION
River Ranch/ US 50A	1731774	INJURY CRASH	4/29/2017, 5:10 AM	A	ANGLE
River Ranch/ US 50A	1745453	INJURY CRASH	8/7/2017, 9:17 AM	B	ANGLE
River Ranch/ US 50A	1767004	PROPERTY DAMAGE ONLY	1/5/2018, 3:26 AM	No Data	ANGLE
River Ranch/ US 50A	1769472	INJURY CRASH	1/22/2018, 3:45 AM	C	ANGLE
River Ranch/ US 50A	1773731	PROPERTY DAMAGE ONLY	2/20/2018, 10:20 AM	No Data	ANGLE
Clover Lane / Farm District	1776833	INJURY CRASH	3/12/2018, 10:40 AM	C	ANGLE
River Ranch/ US 50A	1781101	INJURY CRASH	4/13/2018, 6:05 AM	A	ANGLE
River Ranch/ US 50A	1786054	INJURY CRASH	5/23/2018, 11:17 AM	C	ANGLE
Clover Lane / Farm District	1795217	PROPERTY DAMAGE ONLY	8/5/2018, 6:21 AM	No Data	ANGLE
River Ranch/ Other intersection	1797476	PROPERTY DAMAGE ONLY	8/22/2018, 2:50 AM	No Data	ANGLE
River Ranch/ US 50A	1806797	PROPERTY DAMAGE ONLY	10/28/2018, 1:17 PM	No Data	ANGLE
Clover Lane / Farm District	1845330	INJURY CRASH	8/14/2019, 10:26 AM	C	REAR-END
River Ranch/ Round Up	1887633	PROPERTY DAMAGE ONLY	8/19/2020, 9:35 PM	No Data	SIDESWIPE, MEETING
River Ranch/ US 50A			9/15/2021		ANGLE
River Ranch Roadway			9/16/2022		Non-Collision
River Ranch/ Round Up			5/22/2022		Non-Collision

Appendix B

Existing Conditions LOS Calculations

HCM 7th Signalized Intersection Summary

1: River Ranch Road & US 50

11/18/2024

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↘	↑↑	↘	↑
Traffic Volume (veh/h)	448	51	24	707	83	21
Future Volume (veh/h)	448	51	24	707	83	21
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1796	1796	1796	1796	1796	1796
Adj Flow Rate, veh/h	515	59	28	813	95	24
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Percent Heavy Veh, %	7	7	7	7	7	7
Cap, veh/h	1088	644	59	1823	178	159
Arrive On Green	0.32	0.32	0.03	0.53	0.10	0.10
Sat Flow, veh/h	3503	1522	1711	3503	1711	1522
Grp Volume(v), veh/h	515	59	28	813	95	24
Grp Sat Flow(s),veh/h/ln	1706	1522	1711	1706	1711	1522
Q Serve(g_s), s	3.7	0.7	0.5	4.4	1.6	0.4
Cycle Q Clear(g_c), s	3.7	0.7	0.5	4.4	1.6	0.4
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1088	644	59	1823	178	159
V/C Ratio(X)	0.47	0.09	0.47	0.45	0.53	0.15
Avail Cap(c_a), veh/h	4095	1985	647	6002	1434	1276
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	8.3	5.3	14.4	4.3	12.9	12.4
Incr Delay (d2), s/veh	0.3	0.1	5.7	0.2	2.5	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	0.2	0.2	0.0	0.6	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	8.6	5.3	20.2	4.5	15.4	12.8
LnGrp LOS	A	A	C	A	B	B
Approach Vol, veh/h	574			841	119	
Approach Delay, s/veh	8.3			5.0	14.9	
Approach LOS	A			A	B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		21.7		8.7	6.6	15.2
Change Period (Y+Rc), s		5.5		5.5	5.5	5.5
Max Green Setting (Gmax), s		53.5		25.5	11.5	36.5
Max Q Clear Time (g_c+I1), s		6.4		3.6	2.5	5.7
Green Ext Time (p_c), s		5.6		0.3	0.0	4.0
Intersection Summary						
HCM 7th Control Delay, s/veh			7.0			
HCM 7th LOS			A			

HCM 7th TWSC
2: Round Up Road & River Ranch Road

11/18/2024

Intersection												
Int Delay, s/veh	6.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	0	0	5	4	52	0	13	1	13	7	4
Future Vol, veh/h	1	0	0	5	4	52	0	13	1	13	7	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	66	66	66	66	66	66	66	66	66	66	66	66
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	2	0	0	8	6	79	0	20	2	20	11	6

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	76	74	14	70	77	20	17	0	0	21	0	0
Stage 1	53	53	-	20	20	-	-	-	-	-	-	-
Stage 2	23	21	-	50	56	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	919	820	1072	926	818	1063	1614	-	-	1608	-	-
Stage 1	965	855	-	1003	882	-	-	-	-	-	-	-
Stage 2	1001	882	-	968	852	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	834	810	1072	915	808	1063	1614	-	-	1608	-	-
Mov Cap-2 Maneuver	834	810	-	915	808	-	-	-	-	-	-	-
Stage 1	953	844	-	1003	882	-	-	-	-	-	-	-
Stage 2	920	882	-	956	842	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.32	8.85	0	3.94
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1614	-	-	834 1028	909	-	-
HCM Lane V/C Ratio	-	-	-	0.002 0.09	0.012	-	-
HCM Control Delay (s/veh)	0	-	-	9.3 8.8	7.3	0	-
HCM Lane LOS	A	-	-	A A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0 0.3	0	-	-

Intersection

Int Delay, s/veh 3.6

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 19 9 8 2 4 44

Future Vol, veh/h 19 9 8 2 4 44

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length - - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 70 70 70 70 70 70

Heavy Vehicles, % 4 4 4 4 4 4

Mvmt Flow 27 13 11 3 6 63

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 63 37 69 0 - 0

Stage 1 37 - - - - -

Stage 2 26 - - - - -

Critical Hdwy 6.44 6.24 4.14 - - -

Critical Hdwy Stg 1 5.44 - - - - -

Critical Hdwy Stg 2 5.44 - - - - -

Follow-up Hdwy 3.536 3.336 2.236 - - -

Pot Cap-1 Maneuver 938 1029 1520 - - -

Stage 1 980 - - - - -

Stage 2 992 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 931 1029 1520 - - -

Mov Cap-2 Maneuver 931 - - - - -

Stage 1 973 - - - - -

Stage 2 992 - - - - -

Approach EB NB SB

HCM Control Delay, s/v 8.91 5.91 0

HCM LOS A

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1440 - 961 - -

HCM Lane V/C Ratio 0.008 - 0.042 - -

HCM Control Delay (s/veh) 7.4 0 8.9 - -

HCM Lane LOS A A A - -

HCM 95th %tile Q(veh) 0 - 0.1 - -

Intersection												
Int Delay, s/veh	1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	22	219	2	2	238	9	0	0	1	3	0	25
Future Vol, veh/h	22	219	2	2	238	9	0	0	1	3	0	25
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	69	69	69	69	69	69	69	69	69	69	69	69
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	32	317	3	3	345	13	0	0	1	4	0	36

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	358	0	0	320	0	0	733	746	319	738	741	351
Stage 1	-	-	-	-	-	-	383	383	-	357	357	-
Stage 2	-	-	-	-	-	-	351	364	-	381	384	-
Critical Hdwy	4.13	-	-	4.13	-	-	7.13	6.53	6.23	7.13	6.53	6.23
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.53	-	6.13	5.53	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.13	5.53	-	6.13	5.53	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.527	4.027	3.327	3.527	4.027	3.327
Pot Cap-1 Maneuver	1195	-	-	1234	-	-	335	340	720	332	343	690
Stage 1	-	-	-	-	-	-	638	611	-	658	626	-
Stage 2	-	-	-	-	-	-	664	622	-	639	610	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1195	-	-	1234	-	-	306	328	720	320	331	690
Mov Cap-2 Maneuver	-	-	-	-	-	-	306	328	-	320	331	-
Stage 1	-	-	-	-	-	-	617	591	-	656	625	-
Stage 2	-	-	-	-	-	-	627	620	-	617	590	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.73	0.06	10.01	11.28
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	720	163	-	-	14	-	-	614
HCM Lane V/C Ratio	0.002	0.027	-	-	0.002	-	-	0.066
HCM Control Delay (s/veh)	10	8.1	0	-	7.9	0	-	11.3
HCM Lane LOS	B	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0	0.1	-	-	0	-	-	0.2

HCM 7th Signalized Intersection Summary1: River Ranch Road & US 50

11/18/2024

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↘	↑↑	↘	↑
Traffic Volume (veh/h)	802	91	40	656	93	19
Future Volume (veh/h)	802	91	40	656	93	19
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	862	98	43	705	100	20
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	4	4	4	4	4	4
Cap, veh/h	1498	815	84	2166	165	147
Arrive On Green	0.43	0.43	0.05	0.62	0.09	0.09
Sat Flow, veh/h	3589	1560	1753	3589	1753	1560
Grp Volume(v), veh/h	862	98	43	705	100	20
Grp Sat Flow(s),veh/h/ln	1749	1560	1753	1749	1753	1560
Q Serve(g_s), s	7.2	1.2	0.9	3.7	2.1	0.5
Cycle Q Clear(g_c), s	7.2	1.2	0.9	3.7	2.1	0.5
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1498	815	84	2166	165	147
V/C Ratio(X)	0.58	0.12	0.51	0.33	0.61	0.14
Avail Cap(c_a), veh/h	3326	1630	525	4875	1165	1036
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	8.3	4.7	17.8	3.5	16.7	16.0
Incr Delay (d2), s/veh	0.4	0.1	4.8	0.1	3.6	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	0.3	0.4	0.0	0.9	0.4
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	8.7	4.7	22.6	3.6	20.3	16.4
LnGrp LOS	A	A	C	A	C	B
Approach Vol, veh/h	960			748	120	
Approach Delay, s/veh	8.3			4.7	19.6	
Approach LOS	A			A	B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		29.3		9.1	7.3	21.9
Change Period (Y+Rc), s		5.5		5.5	5.5	5.5
Max Green Setting (Gmax), s		53.5		25.5	11.5	36.5
Max Q Clear Time (g_c+I1), s		5.7		4.1	2.9	9.2
Green Ext Time (p_c), s		4.6		0.3	0.0	7.3
Intersection Summary						
HCM 7th Control Delay, s/veh			7.5			
HCM 7th LOS			A			

HCM 7th TWSC
2: Round Up Road & River Ranch Road

11/18/2024

Intersection												
Int Delay, s/veh	5.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	3	3	0	4	3	37	1	17	1	43	28	11
Future Vol, veh/h	3	3	0	4	3	37	1	17	1	43	28	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	4	4	0	5	4	45	1	20	1	52	34	13

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	169	168	40	163	174	21	47	0	0	22	0	0
Stage 1	144	144	-	23	23	-	-	-	-	-	-	-
Stage 2	25	24	-	139	151	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	800	728	1037	807	723	1062	1573	-	-	1607	-	-
Stage 1	864	782	-	1000	880	-	-	-	-	-	-	-
Stage 2	998	879	-	869	777	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	736	704	1037	776	698	1062	1573	-	-	1607	-	-
Mov Cap-2 Maneuver	736	704	-	776	698	-	-	-	-	-	-	-
Stage 1	835	756	-	999	879	-	-	-	-	-	-	-
Stage 2	952	878	-	836	751	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v10.05		8.83	0.38	3.84
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	94	-	-	720	994	893	-
HCM Lane V/C Ratio	0.001	-	-	0.01	0.053	0.032	-
HCM Control Delay (s/veh)	7.3	0	-	10.1	8.8	7.3	0
HCM Lane LOS	A	A	-	B	A	A	A
HCM 95th %tile Q(veh)	0	-	-	0	0.2	0.1	-

Intersection						
Int Delay, s/veh	6.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	26	29	11	0	0	26
Future Vol, veh/h	26	29	11	0	0	26
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	31	34	13	0	0	31

Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	41	15	31	0	-	0
Stage 1	15	-	-	-	-	-
Stage 2	26	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	975	1070	1595	-	-	-
Stage 1	1013	-	-	-	-	-
Stage 2	1002	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	967	1070	1595	-	-	-
Mov Cap-2 Maneuver	967	-	-	-	-	-
Stage 1	1005	-	-	-	-	-
Stage 2	1002	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	8.77	7.28	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1595	-	1019	-	-
HCM Lane V/C Ratio	0.008	-	0.064	-	-
HCM Control Delay (s/veh)	7.3	0	8.8	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection

Int Delay, s/veh 1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	19	256	0	1	189	6	4	0	0	5	0	23
Future Vol, veh/h	19	256	0	1	189	6	4	0	0	5	0	23
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	288	0	1	212	7	4	0	0	6	0	26

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	219	0	0	288	0	0	545	552	288	548	548	216
Stage 1	-	-	-	-	-	-	330	330	-	218	218	-
Stage 2	-	-	-	-	-	-	215	221	-	330	330	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1350	-	-	1274	-	-	449	442	751	447	444	824
Stage 1	-	-	-	-	-	-	683	646	-	784	723	-
Stage 2	-	-	-	-	-	-	788	720	-	683	646	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1350	-	-	1274	-	-	427	433	751	438	435	824
Mov Cap-2 Maneuver	-	-	-	-	-	-	427	433	-	438	435	-
Stage 1	-	-	-	-	-	-	670	633	-	784	722	-
Stage 2	-	-	-	-	-	-	762	719	-	670	633	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v 0.53		0.04	13.53	10.29
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	427	124	-	-	9	-	-	712
HCM Lane V/C Ratio	0.011	0.016	-	-	0.001	-	-	0.044
HCM Control Delay (s/veh)	13.5	7.7	0	-	7.8	0	-	10.3
HCM Lane LOS	B	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0.1

Appendix C

Opening Year and Future Year LOS Calculations

High-T; the westbound through movement is included although this is actually a free movement.

HCM 7th Signalized Intersection Summary

1: River Ranch Road & US 50

11/18/2024

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↘	↑↑	↘	↑
Traffic Volume (veh/h)	493	77	35	778	155	52
Future Volume (veh/h)	493	77	35	778	155	52
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1796	1796	1796	1796	1796	1796
Adj Flow Rate, veh/h	567	89	40	894	178	60
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Percent Heavy Veh, %	7	7	7	7	7	7
Cap, veh/h	1103	731	79	1799	269	239
Arrive On Green	0.32	0.32	0.05	0.53	0.16	0.16
Sat Flow, veh/h	3503	1522	1711	3503	1711	1522
Grp Volume(v), veh/h	567	89	40	894	178	60
Grp Sat Flow(s),veh/h/ln	1706	1522	1711	1706	1711	1522
Q Serve(g_s), s	4.7	1.1	0.8	5.8	3.4	1.2
Cycle Q Clear(g_c), s	4.7	1.1	0.8	5.8	3.4	1.2
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1103	731	79	1799	269	239
V/C Ratio(X)	0.51	0.12	0.51	0.50	0.66	0.25
Avail Cap(c_a), veh/h	3576	1834	565	5241	1252	1114
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	9.6	5.0	16.2	5.3	13.8	12.9
Incr Delay (d2), s/veh	0.4	0.1	5.0	0.2	2.8	0.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	0.4	0.3	0.4	1.3	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	9.9	5.1	21.2	5.5	16.6	13.4
LnGrp LOS	A	A	C	A	B	B
Approach Vol, veh/h	656			934	238	
Approach Delay, s/veh	9.3			6.2	15.8	
Approach LOS	A			A	B	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		23.9		11.0	7.1	16.8
Change Period (Y+Rc), s		5.5		5.5	5.5	5.5
Max Green Setting (Gmax), s		53.5		25.5	11.5	36.5
Max Q Clear Time (g_c+l1), s		7.8		5.4	2.8	6.7
Green Ext Time (p_c), s		6.3		0.7	0.0	4.6
Intersection Summary						
HCM 7th Control Delay, s/veh			8.5			
HCM 7th LOS			A			

HCM 7th TWSC
2: Round Up Road & River Ranch Road

11/18/2024

Intersection												
Int Delay, s/veh	6.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	0	0	6	4	57	0	14	1	14	8	4
Future Vol, veh/h	1	0	0	6	4	57	0	14	1	14	8	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	66	66	66	66	66	66	66	66	66	66	66	66
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	2	0	0	9	6	86	0	21	2	21	12	6

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	82	80	15	77	83	22	18	0	0	23	0	0
Stage 1	58	58	-	22	22	-	-	-	-	-	-	-
Stage 2	24	23	-	55	61	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	911	814	1070	918	811	1061	1612	-	-	1606	-	-
Stage 1	959	851	-	1002	881	-	-	-	-	-	-	-
Stage 2	999	880	-	963	848	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	819	803	1070	906	801	1061	1612	-	-	1606	-	-
Mov Cap-2 Maneuver	819	803	-	906	801	-	-	-	-	-	-	-
Stage 1	947	839	-	1002	881	-	-	-	-	-	-	-
Stage 2	911	880	-	950	837	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.4	8.9	0	3.92
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1612	-	-	819 1025	909	-	-
HCM Lane V/C Ratio	-	-	-	0.002 0.099	0.013	-	-
HCM Control Delay (s/veh)	0	-	-	9.4 8.9	7.3	0	-
HCM Lane LOS	A	-	-	A A	A A	-	-
HCM 95th %tile Q(veh)	0	-	-	0 0.3	0	-	-

Intersection

Int Delay, s/veh 3.7

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 21 10 9 2 4 48

Future Vol, veh/h 21 10 9 2 4 48

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length - - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 70 70 70 70 70 70

Heavy Vehicles, % 4 4 4 4 4 4

Mvmt Flow 30 14 13 3 6 69

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 69 40 74 0 - 0

Stage 1 40 - - - - -

Stage 2 29 - - - - -

Critical Hdwy 6.44 6.24 4.14 - - -

Critical Hdwy Stg 1 5.44 - - - - -

Critical Hdwy Stg 2 5.44 - - - - -

Follow-up Hdwy 3.536 3.336 2.236 - - -

Pot Cap-1 Maneuver 931 1026 1513 - - -

Stage 1 977 - - - - -

Stage 2 989 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 923 1026 1513 - - -

Mov Cap-2 Maneuver 923 - - - - -

Stage 1 969 - - - - -

Stage 2 989 - - - - -

Approach EB NB SB

HCM Control Delay, s/v 8.96 6.05 0

HCM LOS A

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1473 - 954 - -

HCM Lane V/C Ratio 0.009 - 0.046 - -

HCM Control Delay (s/veh) 7.4 0 9 - -

HCM Lane LOS A A A - -

HCM 95th %tile Q(veh) 0 - 0.1 - -

Intersection												
Int Delay, s/veh	1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	24	250	2	2	280	10	0	0	1	3	0	28
Future Vol, veh/h	24	250	2	2	280	10	0	0	1	3	0	28
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	69	69	69	69	69	69	69	69	69	69	69	69
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	35	362	3	3	406	14	0	0	1	4	0	41

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	420	0	0	365	0	0	845	859	364	851	854	413
Stage 1	-	-	-	-	-	-	433	433	-	419	419	-
Stage 2	-	-	-	-	-	-	412	426	-	432	435	-
Critical Hdwy	4.13	-	-	4.13	-	-	7.13	6.53	6.23	7.13	6.53	6.23
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.53	-	6.13	5.53	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.13	5.53	-	6.13	5.53	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.527	4.027	3.327	3.527	4.027	3.327
Pot Cap-1 Maneuver	1133	-	-	1188	-	-	282	293	679	279	295	637
Stage 1	-	-	-	-	-	-	599	580	-	610	588	-
Stage 2	-	-	-	-	-	-	615	584	-	600	579	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1133	-	-	1188	-	-	253	281	679	267	283	637
Mov Cap-2 Maneuver	-	-	-	-	-	-	253	281	-	267	283	-
Stage 1	-	-	-	-	-	-	576	557	-	608	587	-
Stage 2	-	-	-	-	-	-	574	582	-	576	557	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.72	0.06	10.31	11.97
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	679	156	-	-	12	-	-	562
HCM Lane V/C Ratio	0.002	0.031	-	-	0.002	-	-	0.08
HCM Control Delay (s/veh)	10.3	8.3	0	-	8	0	-	12
HCM Lane LOS	B	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0	0.1	-	-	0	-	-	0.3

HCM 7th Signalized Intersection Summary

1: River Ranch Road & US 50

11/18/2024

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↘	↑↑	↘	↑
Traffic Volume (veh/h)	882	166	75	722	141	39
Future Volume (veh/h)	882	166	75	722	141	39
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	948	178	81	776	152	42
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	4	4	4	4	4	4
Cap, veh/h	1528	879	124	2202	222	198
Arrive On Green	0.44	0.44	0.07	0.63	0.13	0.13
Sat Flow, veh/h	3589	1560	1753	3589	1753	1560
Grp Volume(v), veh/h	948	178	81	776	152	42
Grp Sat Flow(s),veh/h/ln	1749	1560	1753	1749	1753	1560
Q Serve(g_s), s	9.4	2.5	2.0	4.8	3.7	1.1
Cycle Q Clear(g_c), s	9.4	2.5	2.0	4.8	3.7	1.1
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1528	879	124	2202	222	198
V/C Ratio(X)	0.62	0.20	0.65	0.35	0.68	0.21
Avail Cap(c_a), veh/h	2830	1460	447	4148	991	882
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	9.8	4.8	20.4	4.0	18.8	17.7
Incr Delay (d2), s/veh	0.4	0.1	5.7	0.1	3.7	0.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.8	0.9	0.8	0.3	1.6	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	10.2	5.0	26.1	4.1	22.5	18.2
LnGrp LOS	B	A	C	A	C	B
Approach Vol, veh/h	1126			857	194	
Approach Delay, s/veh	9.4			6.2	21.6	
Approach LOS	A			A	C	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		33.9		11.2	8.7	25.2
Change Period (Y+Rc), s		5.5		5.5	5.5	5.5
Max Green Setting (Gmax), s		53.5		25.5	11.5	36.5
Max Q Clear Time (g_c+I1), s		6.8		5.7	4.0	11.4
Green Ext Time (p_c), s		5.2		0.5	0.1	8.3
Intersection Summary						
HCM 7th Control Delay, s/veh			9.2			
HCM 7th LOS			A			

HCM 7th TWSC
2: Round Up Road & River Ranch Road

11/18/2024

Intersection												
Int Delay, s/veh	5.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	3	3	0	4	3	41	1	19	1	47	31	12
Future Vol, veh/h	3	3	0	4	3	41	1	19	1	47	31	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	4	4	0	5	4	49	1	23	1	57	37	14

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	185	184	45	178	191	23	52	0	0	24	0	0
Stage 1	158	158	-	26	26	-	-	-	-	-	-	-
Stage 2	27	27	-	152	165	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	780	714	1031	788	708	1059	1567	-	-	1604	-	-
Stage 1	849	771	-	997	878	-	-	-	-	-	-	-
Stage 2	995	877	-	855	765	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	713	687	1031	755	681	1059	1567	-	-	1604	-	-
Mov Cap-2 Maneuver	713	687	-	755	681	-	-	-	-	-	-	-
Stage 1	818	743	-	996	877	-	-	-	-	-	-	-
Stage 2	944	876	-	820	738	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.2	8.86	0.35	3.83
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	85	-	-	700	991	890	-
HCM Lane V/C Ratio	0.001	-	-	0.01	0.058	0.035	-
HCM Control Delay (s/veh)	7.3	0	-	10.2	8.9	7.3	0
HCM Lane LOS	A	A	-	B	A	A	A
HCM 95th %tile Q(veh)	0	-	-	0	0.2	0.1	-

Intersection						
Int Delay, s/veh	6.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	29	32	12	0	0	29
Future Vol, veh/h	29	32	12	0	0	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	34	38	14	0	0	34

Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	45	17	34	0	-	0
Stage 1	17	-	-	-	-	-
Stage 2	28	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	970	1068	1590	-	-	-
Stage 1	1011	-	-	-	-	-
Stage 2	1000	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	961	1068	1590	-	-	-
Mov Cap-2 Maneuver	961	-	-	-	-	-
Stage 1	1002	-	-	-	-	-
Stage 2	1000	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	8.82	7.28	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1590	-	1014	-	-
HCM Lane V/C Ratio	0.009	-	0.071	-	-
HCM Control Delay (s/veh)	7.3	0	8.8	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection

Int Delay, s/veh 1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	21	311	0	1	220	7	4	0	0	6	0	25
Future Vol, veh/h	21	311	0	1	220	7	4	0	0	6	0	25
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	24	349	0	1	247	8	4	0	0	7	0	28

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	255	0	0	349	0	0	646	654	349	650	650	251
Stage 1	-	-	-	-	-	-	397	397	-	253	253	-
Stage 2	-	-	-	-	-	-	249	257	-	397	397	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1310	-	-	1209	-	-	385	386	694	382	388	788
Stage 1	-	-	-	-	-	-	629	604	-	751	697	-
Stage 2	-	-	-	-	-	-	755	695	-	629	604	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1310	-	-	1209	-	-	362	377	694	373	379	788
Mov Cap-2 Maneuver	-	-	-	-	-	-	362	377	-	373	379	-
Stage 1	-	-	-	-	-	-	615	590	-	750	697	-
Stage 2	-	-	-	-	-	-	727	694	-	615	590	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.49	0.03	15.06	10.87
HCM LOS			C	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	362	114	-	-	8	-	-	648
HCM Lane V/C Ratio	0.012	0.018	-	-	0.001	-	-	0.054
HCM Control Delay (s/veh)	15.1	7.8	0	-	8	0	-	10.9
HCM Lane LOS	C	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0	0.1	-	-	0	-	-	0.2

HCM 7th Signalized Intersection Summary

1: River Ranch Road & US 50

11/19/2024

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↘	↑↑	↘	↑
Traffic Volume (veh/h)	788	158	66	1244	354	112
Future Volume (veh/h)	788	158	66	1244	354	112
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1796	1796	1796	1796	1796	1796
Adj Flow Rate, veh/h	906	182	76	1430	407	129
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Percent Heavy Veh, %	7	7	7	7	7	7
Cap, veh/h	1362	1032	100	1862	477	424
Arrive On Green	0.40	0.40	0.06	0.55	0.28	0.28
Sat Flow, veh/h	3503	1522	1711	3503	1711	1522
Grp Volume(v), veh/h	906	182	76	1430	407	129
Grp Sat Flow(s),veh/h/ln	1706	1522	1711	1706	1711	1522
Q Serve(g_s), s	13.6	2.7	2.7	20.5	14.1	4.2
Cycle Q Clear(g_c), s	13.6	2.7	2.7	20.5	14.1	4.2
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1362	1032	100	1862	477	424
V/C Ratio(X)	0.67	0.18	0.76	0.77	0.85	0.30
Avail Cap(c_a), veh/h	1991	1312	314	2919	697	621
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	15.4	3.7	29.0	11.1	21.4	17.8
Incr Delay (d2), s/veh	0.6	0.1	11.0	0.7	6.9	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.8	1.6	1.3	5.0	6.2	3.9
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	15.9	3.8	40.1	11.8	28.3	18.2
LnGrp LOS	B	A	D	B	C	B
Approach Vol, veh/h	1088			1506	536	
Approach Delay, s/veh	13.9			13.2	25.9	
Approach LOS	B			B	C	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		39.6		22.9	9.2	30.5
Change Period (Y+Rc), s		5.5		5.5	5.5	5.5
Max Green Setting (Gmax), s		53.5		25.5	11.5	36.5
Max Q Clear Time (g_c+l1), s		22.5		16.1	4.7	15.6
Green Ext Time (p_c), s		11.6		1.3	0.1	7.4
Intersection Summary						
HCM 7th Control Delay, s/veh			15.6			
HCM 7th LOS			B			

HCM 7th TWSC
2: Round Up Road & River Ranch Road

11/19/2024

Intersection												
Int Delay, s/veh	6.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	0	0	8	6	83	0	21	2	21	11	6
Future Vol, veh/h	2	0	0	8	6	83	0	21	2	21	11	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	66	66	66	66	66	66	66	66	66	66	66	66
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	3	0	0	12	9	126	0	32	3	32	17	9

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	121	120	21	114	123	33	26	0	0	35	0	0
Stage 1	85	85	-	33	33	-	-	-	-	-	-	-
Stage 2	36	35	-	80	89	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	859	774	1062	868	771	1046	1602	-	-	1589	-	-
Stage 1	928	828	-	988	871	-	-	-	-	-	-	-
Stage 2	984	870	-	933	825	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	731	759	1062	851	756	1046	1602	-	-	1589	-	-
Mov Cap-2 Maneuver	731	759	-	851	756	-	-	-	-	-	-	-
Stage 1	909	812	-	988	871	-	-	-	-	-	-	-
Stage 2	857	870	-	914	808	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.94	9.2	0	4.04
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1602	-	-	731 1003	929	-	-
HCM Lane V/C Ratio	-	-	-	0.004 0.147	0.02	-	-
HCM Control Delay (s/veh)	0	-	-	9.9 9.2	7.3	0	-
HCM Lane LOS	A	-	-	A A	A A	-	-
HCM 95th %tile Q(veh)	0	-	-	0 0.5	0.1	-	-

Intersection

Int Delay, s/veh 3.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
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Lane Configurations						
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Traffic Vol, veh/h	30	14	13	3	6	70
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Future Vol, veh/h	30	14	13	3	6	70
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Conflicting Peds, #/hr	0	0	0	0	0	0
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Sign Control	Stop	Stop	Free	Free	Free	Free
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RT Channelized	-	None	-	None	-	None
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Storage Length	-	-	-	-	-	-
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Veh in Median Storage, #	0	-	-	0	0	-
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Grade, %	0	-	-	0	0	-
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Peak Hour Factor	70	70	70	70	70	70
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Heavy Vehicles, %	4	4	4	4	4	4
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Mvmt Flow	43	20	19	4	9	100
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Major/Minor	Minor2	Major1	Major2
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Conflicting Flow All	100	59	109
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Stage 1	59	-	-
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Stage 2	41	-	-
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Critical Hdwy	6.44	6.24	4.14
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Critical Hdwy Stg 1	5.44	-	-
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Critical Hdwy Stg 2	5.44	-	-
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Follow-up Hdwy	3.536	3.336	2.236
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Pot Cap-1 Maneuver	894	1002	1469
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Stage 1	959	-	-
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Stage 2	976	-	-
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Platoon blocked, %			
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Mov Cap-1 Maneuver	883	1002	1469
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Mov Cap-2 Maneuver	883	-	-
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Stage 1	947	-	-
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Stage 2	976	-	-
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Approach	EB	NB	SB
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HCM Control Delay, s/v	9.21	6.08	0
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HCM LOS	A		
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Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
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Capacity (veh/h)	1463	-	917	-	-
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HCM Lane V/C Ratio	0.013	-	0.069	-	-
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HCM Control Delay (s/veh)	7.5	0	9.2	-	-
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HCM Lane LOS	A	A	A	-	-
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HCM 95th %tile Q(veh)	0	-	0.2	-	-
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Intersection

Int Delay, s/veh 1.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	35	359	3	3	399	14	0	0	2	5	0	40
Future Vol, veh/h	35	359	3	3	399	14	0	0	2	5	0	40
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	69	69	69	69	69	69	69	69	69	69	69	69
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	51	520	4	4	578	20	0	0	3	7	0	58

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	599	0	0	525	0	0	1211	1231	522	1219	1223	588
Stage 1	-	-	-	-	-	-	624	624	-	597	597	-
Stage 2	-	-	-	-	-	-	587	607	-	622	626	-
Critical Hdwy	4.13	-	-	4.13	-	-	7.13	6.53	6.23	7.13	6.53	6.23
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.53	-	6.13	5.53	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.13	5.53	-	6.13	5.53	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.527	4.027	3.327	3.527	4.027	3.327
Pot Cap-1 Maneuver	973	-	-	1037	-	-	158	176	552	156	178	507
Stage 1	-	-	-	-	-	-	472	476	-	488	490	-
Stage 2	-	-	-	-	-	-	494	485	-	473	475	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	973	-	-	1037	-	-	129	162	552	143	164	507
Mov Cap-2 Maneuver	-	-	-	-	-	-	129	162	-	143	164	-
Stage 1	-	-	-	-	-	-	437	441	-	485	487	-
Stage 2	-	-	-	-	-	-	435	482	-	436	440	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v 0.78		0.06	11.55	15.9
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	552	158	-	-	13	-	-	395
HCM Lane V/C Ratio	0.005	0.052	-	-	0.004	-	-	0.165
HCM Control Delay (s/veh)	11.6	8.9	0	-	8.5	0	-	15.9
HCM Lane LOS	B	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	0	0.2	-	-	0	-	-	0.6

High-T; the westbound through movement is included although this is actually a free movement.

HCM 7th Signalized Intersection Summary

1: River Ranch Road & US 50

11/18/2024

	→	↘	↙	←	↖	↗
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↘	↑↑	↘	↗
Traffic Volume (veh/h)	1412	378	151	1155	293	80
Future Volume (veh/h)	1412	378	151	1155	293	80
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	1518	406	162	1242	315	86
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	4	4	4	4	4	4
Cap, veh/h	1719	1083	196	2336	355	316
Arrive On Green	0.49	0.49	0.11	0.67	0.20	0.20
Sat Flow, veh/h	3589	1560	1753	3589	1753	1560
Grp Volume(v), veh/h	1518	406	162	1242	315	86
Grp Sat Flow(s),veh/h/ln	1749	1560	1753	1749	1753	1560
Q Serve(g_s), s	33.2	9.2	7.7	15.5	14.9	4.0
Cycle Q Clear(g_c), s	33.2	9.2	7.7	15.5	14.9	4.0
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1719	1083	196	2336	355	316
V/C Ratio(X)	0.88	0.37	0.83	0.53	0.89	0.27
Avail Cap(c_a), veh/h	1789	1114	216	2447	402	358
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	19.4	5.4	37.0	7.3	32.9	28.6
Incr Delay (d2), s/veh	5.5	0.2	20.9	0.2	19.1	0.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	13.6	5.1	4.2	3.8	8.1	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	24.9	5.6	57.8	7.5	52.0	29.1
LnGrp LOS	C	A	E	A	D	C
Approach Vol, veh/h	1924			1404	401	
Approach Delay, s/veh	20.8			13.3	47.1	
Approach LOS	C			B	D	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		62.3		22.7	15.0	47.3
Change Period (Y+Rc), s		5.5		5.5	5.5	5.5
Max Green Setting (Gmax), s		59.5		19.5	10.5	43.5
Max Q Clear Time (g_c+I1), s		17.5		16.9	9.7	35.2
Green Ext Time (p_c), s		10.1		0.4	0.0	6.6
Intersection Summary						
HCM 7th Control Delay, s/veh			20.8			
HCM 7th LOS			C			

HCM 7th TWSC

2: Round Up Road & River Ranch Road

11/18/2024

Intersection												
Int Delay, s/veh	5.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	5	5	0	6	5	59	2	27	2	69	45	18
Future Vol, veh/h	5	5	0	6	5	59	2	27	2	69	45	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	6	6	0	7	6	71	2	33	2	83	54	22

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	272	271	65	262	281	34	76	0	0	35	0	0
Stage 1	231	231	-	39	39	-	-	-	-	-	-	-
Stage 2	40	40	-	223	242	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	685	639	1005	695	631	1045	1536	-	-	1589	-	-
Stage 1	776	717	-	982	867	-	-	-	-	-	-	-
Stage 2	980	866	-	784	709	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	597	603	1005	650	596	1045	1536	-	-	1589	-	-
Mov Cap-2 Maneuver	597	603	-	650	596	-	-	-	-	-	-	-
Stage 1	734	678	-	980	865	-	-	-	-	-	-	-
Stage 2	905	864	-	734	670	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v11.13		9.18	0.47	3.86
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	115	-	-	600	945	890	-
HCM Lane V/C Ratio	0.002	-	-	0.02	0.089	0.052	-
HCM Control Delay (s/veh)	7.3	0	-	11.1	9.2	7.4	0
HCM Lane LOS	A	A	-	B	A	A	A
HCM 95th %tile Q(veh)	0	-	-	0.1	0.3	0.2	-

Intersection

Int Delay, s/veh 6.3

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 42 46 18 0 0 42

Future Vol, veh/h 42 46 18 0 0 42

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length - - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 85 85 85 85 85 85

Heavy Vehicles, % 0 0 0 0 0 0

Mvmt Flow 49 54 21 0 0 49

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 67 25 49 0 - 0

Stage 1 25 - - - - -

Stage 2 42 - - - - -

Critical Hdwy 6.4 6.2 4.1 - - -

Critical Hdwy Stg 1 5.4 - - - - -

Critical Hdwy Stg 2 5.4 - - - - -

Follow-up Hdwy 3.5 3.3 2.2 - - -

Pot Cap-1 Maneuver 943 1057 1570 - - -

Stage 1 1003 - - - - -

Stage 2 985 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 930 1057 1570 - - -

Mov Cap-2 Maneuver 930 - - - - -

Stage 1 990 - - - - -

Stage 2 985 - - - - -

Approach EB NB SB

HCM Control Delay, s/v 9.05 7.32 0

HCM LOS A

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1570 - 993 - -

HCM Lane V/C Ratio 0.013 - 0.104 - -

HCM Control Delay (s/veh) 7.3 0 9 - -

HCM Lane LOS A A A - -

HCM 95th %tile Q(veh) 0 - 0.3 - -

Intersection												
Int Delay, s/veh	1.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	30	439	0	2	314	10	6	0	0	8	0	37
Future Vol, veh/h	30	439	0	2	314	10	6	0	0	8	0	37
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	34	493	0	2	353	11	7	0	0	9	0	42

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	364	0	0	493	0	0	918	929	493	924	924	358
Stage 1	-	-	-	-	-	-	561	561	-	363	363	-
Stage 2	-	-	-	-	-	-	357	369	-	561	561	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1195	-	-	1070	-	-	252	268	576	250	270	686
Stage 1	-	-	-	-	-	-	512	510	-	656	625	-
Stage 2	-	-	-	-	-	-	660	621	-	512	510	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1195	-	-	1070	-	-	227	256	576	240	258	686
Mov Cap-2 Maneuver	-	-	-	-	-	-	227	256	-	240	258	-
Stage 1	-	-	-	-	-	-	492	490	-	654	623	-
Stage 2	-	-	-	-	-	-	619	619	-	492	490	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.52	0.05	21.33	12.74
HCM LOS			C	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	227	115	-	-	11	-	-	515
HCM Lane V/C Ratio	0.03	0.028	-	-	0.002	-	-	0.098
HCM Control Delay (s/veh)	21.3	8.1	0	-	8.4	0	-	12.7
HCM Lane LOS	C	A	A	-	A	A	-	B
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	0.3

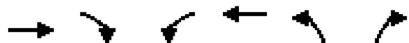
Appendix D

Opening Year and Future Year Plus Project LOS Calculations

HCM 7th Signalized Intersection Summary

1: River Ranch Road & US 50

04/03/2025



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑	↑
Traffic Volume (veh/h)	493	89	35	778	189	52
Future Volume (veh/h)	493	89	35	778	189	52
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1796	1796	1796	1796	1796	1796
Adj Flow Rate, veh/h	567	102	40	894	217	60
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Percent Heavy Veh, %	7	7	7	7	7	7
Cap, veh/h	1083	763	78	1755	314	279
Arrive On Green	0.32	0.32	0.05	0.51	0.18	0.18
Sat Flow, veh/h	3503	1522	1711	3503	1711	1522
Grp Volume(v), veh/h	567	102	40	894	217	60
Grp Sat Flow(s), veh/h/ln	1706	1522	1711	1706	1711	1522
Q Serve(g_s), s	4.9	1.3	0.8	6.3	4.3	1.2
Cycle Q Clear(g_c), s	4.9	1.3	0.8	6.3	4.3	1.2
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1083	763	78	1755	314	279
V/C Ratio(X)	0.52	0.13	0.51	0.51	0.69	0.21
Avail Cap(c_a), veh/h	3423	1806	541	5017	1199	1067
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	10.2	4.9	17.0	5.8	13.9	12.6
Incr Delay (d2), s/veh	0.4	0.1	5.1	0.2	2.7	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4	0.5	0.3	0.6	1.6	1.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	10.6	4.9	22.1	6.0	16.6	13.0
LnGrp LOS	B	A	C	A	B	B
Approach Vol, veh/h	669			934	277	
Approach Delay, s/veh	9.7			6.7	15.8	
Approach LOS	A			A	B	
Timer - Assigned Phs	2			4	5	6
Phs Duration (G+Y+Rc), s	24.2			12.2	7.2	17.0
Change Period (Y+Rc), s	5.5			5.5	5.5	5.5
Max Green Setting (Gmax), s	53.5			25.5	11.5	36.5
Max Q Clear Time (g_c+l1), s	8.3			6.3	2.8	6.9
Green Ext Time (p_c), s	6.3			0.8	0.0	4.6
Intersection Summary						
HCM 7th Control Delay, s/veh			9.1			
HCM 7th LOS			A			

HCM 6th TWSC
2: Round Up Road & River Ranch Road

04/03/2025

Intersection												
Int Delay, s/veh	7.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	0	0	6	4	91	0	14	1	26	8	4
Future Vol, veh/h	1	0	0	6	4	91	0	14	1	26	8	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	66	66	66	66	66	66	66	66	66	66	66	66
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	2	0	0	9	6	138	0	21	2	39	12	6

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	187	116	15	115	118	22	18	0	0	23	0	0
Stage 1	93	93	-	22	22	-	-	-	-	-	-	-
Stage 2	94	23	-	93	96	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	778	778	1070	867	776	1061	1612	-	-	1605	-	-
Stage 1	919	822	-	1002	881	-	-	-	-	-	-	-
Stage 2	918	880	-	919	819	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	660	759	1070	851	757	1061	1612	-	-	1605	-	-
Mov Cap-2 Maneuver	660	759	-	851	757	-	-	-	-	-	-	-
Stage 1	919	801	-	1002	881	-	-	-	-	-	-	-
Stage 2	793	880	-	896	799	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.5	9.1	0	5
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1612	-	-	660 1030	1605	-	-
HCM Lane V/C Ratio	-	-	-	0.002 0.149	0.025	-	-
HCM Control Delay (s/veh)	0	-	-	10.5 9.1	7.3	0	-
HCM Lane LOS	A	-	-	B A	A A	A	-
HCM 95th %tile Q (veh)	0	-	-	0 0.5	0.1	-	-

Intersection						
Int Delay, s/veh	4.9					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	21	22	43	10	4	48
Future Vol, veh/h	21	22	43	10	4	48
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	70	70	70	70	70	70
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	30	31	61	14	6	69

Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	177	41	75	0	-	0
Stage 1	41	-	-	-	-	-
Stage 2	136	-	-	-	-	-
Critical Hdwy	6.44	6.24	4.14	-	-	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.336	2.236	-	-	-
Pot Cap-1 Maneuver	808	1024	1512	-	-	-
Stage 1	976	-	-	-	-	-
Stage 2	886	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	775	1024	1512	-	-	-
Mov Cap-2 Maneuver	775	-	-	-	-	-
Stage 1	936	-	-	-	-	-
Stage 2	886	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.4	6.1	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1512	-	885	-	-
HCM Lane V/C Ratio	0.041	-	0.069	-	-
HCM Control Delay (s/veh)	7.5	0	9.4	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q (veh)	0.1	-	0.2	-	-

Intersection

Int Delay, s/veh 1.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	27	250	2	2	280	11	0	0	1	6	0	36
Future Vol, veh/h	27	250	2	2	280	11	0	0	1	6	0	36
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	69	69	69	69	69	69	69	69	69	69	69	69
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	39	362	3	3	406	16	0	0	1	9	0	52

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	422	0	0	365	0	0	888	870	364	862	863	414
Stage 1	-	-	-	-	-	-	442	442	-	420	420	-
Stage 2	-	-	-	-	-	-	446	428	-	442	443	-
Critical Hdwy	4.13	-	-	4.13	-	-	7.13	6.53	6.23	7.13	6.53	6.23
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.53	-	6.13	5.53	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.13	5.53	-	6.13	5.53	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.527	4.027	3.327	3.527	4.027	3.327
Pot Cap-1 Maneuver	1132	-	-	1188	-	-	263	289	679	274	291	636
Stage 1	-	-	-	-	-	-	592	575	-	609	588	-
Stage 2	-	-	-	-	-	-	590	583	-	592	574	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1132	-	-	1188	-	-	235	278	679	266	280	636
Mov Cap-2 Maneuver	-	-	-	-	-	-	235	278	-	266	280	-
Stage 1	-	-	-	-	-	-	572	555	-	588	586	-
Stage 2	-	-	-	-	-	-	540	581	-	570	554	-

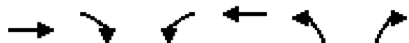
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0.8			0.1			10.3			12.7		
HCM LOS							B			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	679	1132	-	-	1188	-	-	531
HCM Lane V/C Ratio	0.002	0.035	-	-	0.002	-	-	0.115
HCM Control Delay (s/veh)	10.3	8.3	-	-	8	0	-	12.7
HCM Lane LOS	B	A	-	-	A	A	-	B
HCM 95th %tile Q (veh)	0	0.1	-	-	0	-	-	0.4

HCM 7th Signalized Intersection Summary

1: River Ranch Road & US 50

04/03/2025



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑	↑
Traffic Volume (veh/h)	882	204	75	722	164	39
Future Volume (veh/h)	882	204	75	722	164	39
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	948	219	81	776	176	42
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	4	4	4	4	4	4
Cap, veh/h	1518	899	122	2174	250	222
Arrive On Green	0.43	0.43	0.07	0.62	0.14	0.14
Sat Flow, veh/h	3589	1560	1753	3589	1753	1560
Grp Volume(v), veh/h	948	219	81	776	176	42
Grp Sat Flow(s), veh/h/ln	1749	1560	1753	1749	1753	1560
Q Serve(g_s), s	9.8	3.2	2.1	5.0	4.5	1.1
Cycle Q Clear(g_c), s	9.8	3.2	2.1	5.0	4.5	1.1
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1518	899	122	2174	250	222
V/C Ratio(X)	0.62	0.24	0.66	0.36	0.71	0.19
Avail Cap(c_a), veh/h	2739	1444	433	4015	959	854
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	10.2	4.9	21.1	4.3	19.1	17.6
Incr Delay (d2), s/veh	0.4	0.1	6.0	0.1	3.6	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.0	1.2	0.9	0.5	1.9	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	10.7	5.0	27.2	4.4	22.7	18.0
LnGrp LOS	B	A	C	A	C	B
Approach Vol, veh/h	1167			857	218	
Approach Delay, s/veh	9.6			6.5	21.8	
Approach LOS	A			A	C	
Timer - Assigned Phs	2			4	5	6
Phs Duration (G+Y+Rc), s	34.5			12.1	8.7	25.7
Change Period (Y+Rc), s	5.5			5.5	5.5	5.5
Max Green Setting (Gmax), s	53.5			25.5	11.5	36.5
Max Q Clear Time (g_c+l1), s	7.0			6.5	4.1	11.8
Green Ext Time (p_c), s	5.2			0.6	0.1	8.4
Intersection Summary						
HCM 7th Control Delay, s/veh			9.6			
HCM 7th LOS			A			

HCM 6th TWSC
2: Round Up Road & River Ranch Road

04/03/2025

Intersection												
Int Delay, s/veh	5.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	3	3	0	4	3	63	1	19	1	86	31	12
Future Vol, veh/h	3	3	0	4	3	63	1	19	1	86	31	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	4	4	0	5	4	76	1	23	1	104	37	14

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	318	278	44	280	285	24	51	0	0	24	0	0
Stage 1	252	252	-	26	26	-	-	-	-	-	-	-
Stage 2	66	26	-	254	259	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	639	633	1032	676	628	1058	1568	-	-	1604	-	-
Stage 1	757	702	-	997	878	-	-	-	-	-	-	-
Stage 2	950	878	-	755	697	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	560	590	1032	638	585	1058	1568	-	-	1604	-	-
Mov Cap-2 Maneuver	560	590	-	638	585	-	-	-	-	-	-	-
Stage 1	756	655	-	996	877	-	-	-	-	-	-	-
Stage 2	877	877	-	701	650	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.3	9	0.3	4.9
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1568	-	-	575 987	1604	-	-
HCM Lane V/C Ratio	0.001	-	-	0.013 0.085	0.065	-	-
HCM Control Delay (s/veh)	7.3	0	-	11.3 9	7.4	0	-
HCM Lane LOS	A	A	-	B A	A	A	-
HCM 95th %tile Q (veh)	0	-	-	0 0.3	0.2	-	-

Intersection

Int Delay, s/veh 6.9

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 29 70 35 5 0 29

Future Vol, veh/h 29 70 35 5 0 29

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length - - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 85 85 85 85 85 85

Heavy Vehicles, % 0 0 0 0 0 0

Mvmt Flow 34 82 41 6 0 34

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 105 17 34 0 - 0

Stage 1 17 - - - - -

Stage 2 88 - - - - -

Critical Hdwy 6.4 6.2 4.1 - - -

Critical Hdwy Stg 1 5.4 - - - - -

Critical Hdwy Stg 2 5.4 - - - - -

Follow-up Hdwy 3.5 3.3 2.2 - - -

Pot Cap-1 Maneuver 898 1068 1591 - - -

Stage 1 1011 - - - - -

Stage 2 940 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 875 1068 1591 - - -

Mov Cap-2 Maneuver 875 - - - - -

Stage 1 985 - - - - -

Stage 2 940 - - - - -

Approach EB NB SB

HCM Control Delay, s/v 9.1 6.4 0

HCM LOS A

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1591 - 1003 - -

HCM Lane V/C Ratio 0.026 - 0.116 - -

HCM Control Delay (s/veh) 7.3 0 9.1 - -

HCM Lane LOS A A A - -

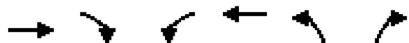
HCM 95th %tile Q (veh) 0.1 - 0.4 - -

Intersection												
Int Delay, s/veh	1.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	31	311	0	1	220	10	4	0	0	7	0	32
Future Vol, veh/h	31	311	0	1	220	10	4	0	0	7	0	32
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	35	349	0	1	247	11	4	0	0	8	0	36
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	258	0	0	349	0	0	692	679	349	674	674	253
Stage 1	-	-	-	-	-	-	419	419	-	255	255	-
Stage 2	-	-	-	-	-	-	273	260	-	419	419	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1307	-	-	1210	-	-	358	374	694	368	376	786
Stage 1	-	-	-	-	-	-	612	590	-	749	696	-
Stage 2	-	-	-	-	-	-	733	693	-	612	590	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1307	-	-	1210	-	-	334	364	694	360	365	786
Mov Cap-2 Maneuver	-	-	-	-	-	-	334	364	-	360	365	-
Stage 1	-	-	-	-	-	-	595	574	-	729	695	-
Stage 2	-	-	-	-	-	-	699	692	-	596	574	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0.7			0			15.9			11		
HCM LOS							C			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	334	1307	-	-	1210	-	-	648				
HCM Lane V/C Ratio	0.013	0.027	-	-	0.001	-	-	0.068				
HCM Control Delay (s/veh)	15.9	7.8	-	-	8	0	-	11				
HCM Lane LOS	C	A	-	-	A	A	-	B				
HCM 95th %tile Q (veh)	0	0.1	-	-	0	-	-	0.2				

HCM 7th Signalized Intersection Summary

1: River Ranch Road & US 50

04/03/2025



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑	↑
Traffic Volume (veh/h)	788	175	66	1244	400	112
Future Volume (veh/h)	788	175	66	1244	400	112
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1796	1796	1796	1796	1796	1796
Adj Flow Rate, veh/h	906	201	76	1430	460	129
Peak Hour Factor	0.87	0.87	0.87	0.87	0.87	0.87
Percent Heavy Veh, %	7	7	7	7	7	7
Cap, veh/h	1350	1064	97	1821	519	462
Arrive On Green	0.40	0.40	0.06	0.53	0.30	0.30
Sat Flow, veh/h	3503	1522	1711	3503	1711	1522
Grp Volume(v), veh/h	906	201	76	1430	460	129
Grp Sat Flow(s), veh/h/ln	1706	1522	1711	1706	1711	1522
Q Serve(g_s), s	14.7	3.1	3.0	22.7	17.3	4.4
Cycle Q Clear(g_c), s	14.7	3.1	3.0	22.7	17.3	4.4
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1350	1064	97	1821	519	462
V/C Ratio(X)	0.67	0.19	0.79	0.79	0.89	0.28
Avail Cap(c_a), veh/h	1846	1285	291	2705	646	575
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.8	3.5	31.4	12.6	22.4	17.9
Incr Delay (d2), s/veh	0.6	0.1	13.0	0.9	12.0	0.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.3	2.0	1.4	6.1	8.3	4.1
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	17.4	3.6	44.4	13.6	34.4	18.2
LnGrp LOS	B	A	D	B	C	B
Approach Vol, veh/h	1107			1506	589	
Approach Delay, s/veh	14.9			15.1	30.8	
Approach LOS	B			B	C	
Timer - Assigned Phs	2			4	5	6
Phs Duration (G+Y+Rc), s	41.5			26.0	9.3	32.2
Change Period (Y+Rc), s	5.5			5.5	5.5	5.5
Max Green Setting (Gmax), s	53.5			25.5	11.5	36.5
Max Q Clear Time (g_c+l1), s	24.7			19.3	5.0	16.7
Green Ext Time (p_c), s	11.3			1.2	0.1	7.3
Intersection Summary						
HCM 7th Control Delay, s/veh			17.9			
HCM 7th LOS			B			

HCM 6th TWSC
2: Round Up Road & River Ranch Road

04/03/2025

Intersection												
Int Delay, s/veh	7.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	0	0	8	6	117	0	21	2	33	11	6
Future Vol, veh/h	2	0	0	8	6	117	0	21	2	33	11	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	66	66	66	66	66	66	66	66	66	66	66	66
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	3	0	0	12	9	177	0	32	3	50	17	9

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	249	157	22	156	160	34	26	0	0	35	0	0
Stage 1	122	122	-	34	34	-	-	-	-	-	-	-
Stage 2	127	35	-	122	126	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	709	739	1061	815	736	1045	1601	-	-	1589	-	-
Stage 1	887	799	-	987	871	-	-	-	-	-	-	-
Stage 2	882	870	-	887	796	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	569	715	1061	795	712	1045	1601	-	-	1589	-	-
Mov Cap-2 Maneuver	569	715	-	795	712	-	-	-	-	-	-	-
Stage 1	887	773	-	987	871	-	-	-	-	-	-	-
Stage 2	725	870	-	859	771	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	11.4	9.5	0	4.8
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1601	-	-	569 1004	1589	-	-
HCM Lane V/C Ratio	-	-	-	0.005 0.198	0.031	-	-
HCM Control Delay (s/veh)	0	-	-	11.4 9.5	7.3	0	-
HCM Lane LOS	A	-	-	B A	A A	-	-
HCM 95th %tile Q (veh)	0	-	-	0 0.7	0.1	-	-

Intersection

Int Delay, s/veh 4.7

Movement EBL EBR NBL NBT SBT SBRLane Configurations 

Traffic Vol, veh/h 30 26 47 11 6 70

Future Vol, veh/h 30 26 47 11 6 70

Conflicting Peds, #/hr 0 0 0 0 0 0

Sign Control Stop Stop Free Free Free Free

RT Channelized - None - None - None

Storage Length - - - - - -

Veh in Median Storage, # 0 - - 0 0 -

Grade, % 0 - - 0 0 -

Peak Hour Factor 70 70 70 70 70 70

Heavy Vehicles, % 4 4 4 4 4 4

Mvmt Flow 43 37 67 16 9 100

Major/Minor Minor2 Major1 Major2

Conflicting Flow All 209 59 109 0 - 0

Stage 1 59 - - - - -

Stage 2 150 - - - - -

Critical Hdwy 6.44 6.24 4.14 - - -

Critical Hdwy Stg 1 5.44 - - - - -

Critical Hdwy Stg 2 5.44 - - - - -

Follow-up Hdwy 3.536 3.336 2.236 - - -

Pot Cap-1 Maneuver 775 1001 1469 - - -

Stage 1 959 - - - - -

Stage 2 873 - - - - -

Platoon blocked, % - - -

Mov Cap-1 Maneuver 739 1001 1469 - - -

Mov Cap-2 Maneuver 739 - - - - -

Stage 1 915 - - - - -

Stage 2 873 - - - - -

Approach EB NB SB

HCM Control Delay, s/v 9.7 6.1 0

HCM LOS A

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Capacity (veh/h) 1469 - 841 - -

HCM Lane V/C Ratio 0.046 - 0.095 - -

HCM Control Delay (s/veh) 7.6 0 9.7 - -

HCM Lane LOS A A A - -

HCM 95th %tile Q (veh) 0.1 - 0.3 - -

Intersection												
Int Delay, s/veh	1.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	38	359	3	3	399	15	0	0	2	7	0	49
Future Vol, veh/h	38	359	3	3	399	15	0	0	2	7	0	49
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	69	69	69	69	69	69	69	69	69	69	69	69
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	55	520	4	4	578	22	0	0	3	10	0	71

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	600	0	0	524	0	0	1265	1240	522	1231	1231	589
Stage 1	-	-	-	-	-	-	632	632	-	597	597	-
Stage 2	-	-	-	-	-	-	633	608	-	634	634	-
Critical Hdwy	4.13	-	-	4.13	-	-	7.13	6.53	6.23	7.13	6.53	6.23
Critical Hdwy Stg 1	-	-	-	-	-	-	6.13	5.53	-	6.13	5.53	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.13	5.53	-	6.13	5.53	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.527	4.027	3.327	3.527	4.027	3.327
Pot Cap-1 Maneuver	972	-	-	1038	-	-	145	174	553	153	177	506
Stage 1	-	-	-	-	-	-	467	472	-	488	490	-
Stage 2	-	-	-	-	-	-	466	484	-	466	471	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	972	-	-	1038	-	-	119	163	553	145	166	506
Mov Cap-2 Maneuver	-	-	-	-	-	-	119	163	-	145	166	-
Stage 1	-	-	-	-	-	-	440	445	-	460	487	-
Stage 2	-	-	-	-	-	-	398	481	-	437	444	-

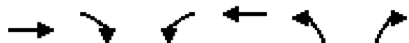
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0.8			0.1			11.5			16.8		
HCM LOS							B			C		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	553	972	-	-	1038	-	-	386
HCM Lane V/C Ratio	0.005	0.057	-	-	0.004	-	-	0.21
HCM Control Delay (s/veh)	11.5	8.9	-	-	8.5	0	-	16.8
HCM Lane LOS	B	A	-	-	A	A	-	C
HCM 95th %tile Q (veh)	0	0.2	-	-	0	-	-	0.8

HCM 7th Signalized Intersection Summary

1: River Ranch Road & US 50

04/03/2025



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑	↑
Traffic Volume (veh/h)	1412	431	151	1155	324	80
Future Volume (veh/h)	1412	431	151	1155	324	80
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1841	1841	1841	1841	1841	1841
Adj Flow Rate, veh/h	1518	463	162	1242	348	86
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	4	4	4	4	4	4
Cap, veh/h	1688	1093	195	2297	382	340
Arrive On Green	0.48	0.48	0.11	0.66	0.22	0.22
Sat Flow, veh/h	3589	1560	1753	3589	1753	1560
Grp Volume(v), veh/h	1518	463	162	1242	348	86
Grp Sat Flow(s), veh/h/ln	1749	1560	1753	1749	1753	1560
Q Serve(g_s), s	34.8	11.1	7.9	16.6	17.0	4.0
Cycle Q Clear(g_c), s	34.8	11.1	7.9	16.6	17.0	4.0
Prop In Lane		1.00	1.00		1.00	1.00
Lane Grp Cap(c), veh/h	1688	1093	195	2297	382	340
V/C Ratio(X)	0.90	0.42	0.83	0.54	0.91	0.25
Avail Cap(c_a), veh/h	1736	1114	210	2374	390	347
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.7	5.6	38.1	8.0	33.5	28.4
Incr Delay (d2), s/veh	6.7	0.3	22.3	0.2	24.9	0.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	14.6	6.5	4.4	4.2	9.8	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	27.4	5.9	60.5	8.2	58.4	28.8
LnGrp LOS	C	A	E	A	E	C
Approach Vol, veh/h	1981			1404	434	
Approach Delay, s/veh	22.3			14.3	52.5	
Approach LOS	C			B	D	
Timer - Assigned Phs		2		4	5	6
Phs Duration (G+Y+Rc), s		63.1		24.6	15.3	47.8
Change Period (Y+Rc), s		5.5		5.5	5.5	5.5
Max Green Setting (Gmax), s		59.5		19.5	10.5	43.5
Max Q Clear Time (g_c+l1), s		18.6		19.0	9.9	36.8
Green Ext Time (p_c), s		10.1		0.1	0.0	5.5
Intersection Summary						
HCM 7th Control Delay, s/veh			22.8			
HCM 7th LOS			C			

HCM 6th TWSC
2: Round Up Road & River Ranch Road

04/03/2025

Intersection												
Int Delay, s/veh	6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	5	5	0	6	5	82	2	27	2	107	45	18
Future Vol, veh/h	5	5	0	6	5	82	2	27	2	107	45	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	83	83	83	83	83	83	83	83	83	83	83	83
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	6	6	0	7	6	99	2	33	2	129	54	22

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	414	362	65	364	372	34	76	0	0	35	0	0
Stage 1	323	323	-	38	38	-	-	-	-	-	-	-
Stage 2	91	39	-	326	334	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.2	7.1	6.5	6.2	4.1	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.1	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.3	3.5	4	3.3	2.2	-	-	2.2	-	-
Pot Cap-1 Maneuver	552	569	1005	596	561	1045	1536	-	-	1589	-	-
Stage 1	693	654	-	982	867	-	-	-	-	-	-	-
Stage 2	921	866	-	691	647	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	463	520	1005	552	513	1045	1536	-	-	1589	-	-
Mov Cap-2 Maneuver	463	520	-	552	513	-	-	-	-	-	-	-
Stage 1	692	598	-	981	866	-	-	-	-	-	-	-
Stage 2	827	865	-	626	592	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	12.5	9.4	0.5	4.7
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1536	-	-	490	939	1589	-
HCM Lane V/C Ratio	0.002	-	-	0.025	0.119	0.081	-
HCM Control Delay (s/veh)	7.3	0	-	12.5	9.4	7.5	0
HCM Lane LOS	A	A	-	B	A	A	-
HCM 95th %tile Q (veh)	0	-	-	0.1	0.4	0.3	-

Intersection						
Int Delay, s/veh	6.9					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	42	85	40	5	0	42
Future Vol, veh/h	42	85	40	5	0	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	49	100	47	6	0	49

Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	125	25	49	0	-	0
Stage 1	25	-	-	-	-	-
Stage 2	100	-	-	-	-	-
Critical Hdwy	6.4	6.2	4.1	-	-	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	875	1057	1571	-	-	-
Stage 1	1003	-	-	-	-	-
Stage 2	929	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	849	1057	1571	-	-	-
Mov Cap-2 Maneuver	849	-	-	-	-	-
Stage 1	973	-	-	-	-	-
Stage 2	929	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.3	6.5	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1571	-	978	-	-
HCM Lane V/C Ratio	0.03	-	0.153	-	-
HCM Control Delay (s/veh)	7.4	0	9.3	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q (veh)	0.1	-	0.5	-	-

Intersection												
Int Delay, s/veh	1.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	40	439	0	2	314	13	6	0	0	10	0	43
Future Vol, veh/h	40	439	0	2	314	13	6	0	0	10	0	43
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	89	89	89	89	89	89	89	89	89	89	89	89
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	45	493	0	2	353	15	7	0	0	11	0	48
Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	368	0	0	493	0	0	972	955	493	948	948	361
Stage 1	-	-	-	-	-	-	583	583	-	365	365	-
Stage 2	-	-	-	-	-	-	389	372	-	583	583	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1191	-	-	1071	-	-	232	258	576	241	261	684
Stage 1	-	-	-	-	-	-	498	499	-	654	623	-
Stage 2	-	-	-	-	-	-	635	619	-	498	499	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1191	-	-	1071	-	-	209	248	576	234	251	684
Mov Cap-2 Maneuver	-	-	-	-	-	-	209	248	-	234	251	-
Stage 1	-	-	-	-	-	-	479	480	-	629	622	-
Stage 2	-	-	-	-	-	-	589	618	-	479	480	-
Approach	EB			WB			NB			SB		
HCM Control Delay, s/v	0.7			0.1			22.8			13.1		
HCM LOS							C			B		
Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1				
Capacity (veh/h)	209	1191	-	-	1071	-	-	502				
HCM Lane V/C Ratio	0.032	0.038	-	-	0.002	-	-	0.119				
HCM Control Delay (s/veh)	22.8	8.1	-	-	8.4	0	-	13.1				
HCM Lane LOS	C	A	-	-	A	A	-	B				
HCM 95th %tile Q (veh)	0.1	0.1	-	-	0	-	-	0.4				



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: October 15, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Alisa Johansson

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action regarding Bill #367 associated with a Zoning Map Amendment request (ZMA25002) from the City of Fernley rezoning one parcel containing approximately 23.19 acres generally located at 2305 Farm District Road from SF20 (Single Family, 20,000-square foot minimum) to OSP (Open Space and Parks) to bring the site into conformance with the Comprehensive Master Plan land use designation of Open Space and Parks (OSP) (APN 021-303-16).

AGENDA ITEM BRIEF:

An application to rezone one parcel containing approximately 23.19 acres from SF20 to OSP. At the September 10th Planning Commission meeting, the Planning Commission unanimously voted to recommend approval of this action. First reading of this item was conducted at the October 1st City Council meeting.

RECOMMENDED MOTION:

"Based on the analysis presented in the staff report, I move to approve and adopt Bill #367 and ZMA25002 rezoning the subject parcel from SF20 to OSP."

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:

Denial

"I move to deny ZMA25002 and Bill #367. I cannot approve this Zoning Map Amendment because I have determined the proposed changes to be detrimental to the public's health, safety, and general welfare and I am unable to make the following required findings:

(State finding and supporting analysis—repeat for each applicable finding)."

No further alternatives are provided, however, any other motions comporting with City Council parliamentary procedures are appropriate.

BACKGROUND:

Site & Vicinity

Located in central Fernley, the site is bounded by Farm District Road to the north and the Truckee Canal to the south. Private roads Barker Lane and Canal Drive extend south and west along the west and south property lines, respectively. A portion of the site extends east from the property's rectangular core, forming an irregular "dog leg" shape. The property is not mapped within any FEMA floodplain zones and is gently sloped upgradient, ascending roughly 35 feet in elevation from north to south. Due to the property's size, the property is generally perceived as flat. Access is currently provided from Barker Lane abutting Truckee Canal Lateral #6.

Presently undeveloped, the property is located in a portion of Fernley characterized by rural residential development and agricultural uses, though evidence of denser redevelopment can be seen to the north, east, and west, where newer subdivisions have converted agricultural land to housing developments. Despite these pressures, the properties in the immediate vicinity of the site south of Farm District Road are large, generally exceeding 10 acres in size, and open fields planted with alfalfa or lying fallow predominate. This pastoral pattern is interrupted only by the residences and accessory structures belonging to the caretakers of the surrounding fields. This bucolic setting continues across the Truckee Canal, with uninterrupted views to the Virginia Range to the south available from the southern portion of the site.

Analysis: Zoning Map Amendment

Zoning map amendments are committed to the City Council's legislative discretion. A zoning map amendment may be approved when the following findings can be made.

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

The proposed zoning designation of Open Space and Parks is consistent with the site's Comprehensive Master Plan land use of Open Space and Parks (OSP). The zoning map amendment is further supported by the following Master Plan goals and policies:

LU.1.2 Encourage new development to be in the accordance with the Comprehensive Master Plan land use category, and other land use controls to accomplish community principles.

If approved, the proposed zoning map amendment would bring the site's zoning designation into conformance with the underlying Master Plan land use. Development on the site would inherently be in accordance with the Comprehensive Master Plan.

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

The subject property is located south of Farm District Road along the Truckee Canal. The surrounding context is rural residential and agricultural uses are prevalent in this part of the City. The site's proposed zoning designation would support an extremely limited range of uses, primarily public uses such as parks, open space,

and recreation facilities (both passive and active). These uses are compatible with and complementary to the adjoining residential and agricultural land uses. As adjoining parcels are redeveloped, it is anticipated that denser residential uses may become more common. Such residential uses would also be compatible with the proposed zoning designation of Open Space and Parks and the limited range of uses allowed in the proposed zone.

LU.1.7 Retain or enhance the aesthetic value of Fernley's natural and built environment.

If approved, the proposed zoning designation of Open Space and Parks would allow the City to develop the site with a recreation facility. Located along the Truckee Canal, the site's scenic location is particularly well-suited to open space and park uses. By preserving land for enjoyment by the community, the cited goal relating to Fernley's natural environment is met.

LU.1.8 Ensure that future growth is sensitive to the existing agricultural/farming uses.

As noted, the site is located in a rural residential portion of the City, where large-lot residential developments and agricultural uses are present. The site's present zoning designation of SF20 (Single-Family, 20,000-square foot minimum) would allow development of up to 50 dwelling units. By updating the zoning designation to Open Space and Parks, the City preserves the rural and agricultural character along this segment of Farm District Road.

2. Consistent with the surrounding land uses.

The surrounding Master Plan land use is predominantly Single Family Residential (SFR) with select parcels, including the subject site, mapped Open Space and Parks (OSP). The limited range of uses allowed in the proposed zone would be compatible with the residential uses contemplated in the SFR land use category. The OSP land use is generally considered compatible with all other land use designations as a complement to the more active uses allowed in the equivalent zones, particularly when appropriate screening or buffering from higher intensity uses is provided.

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

A public hearing was held at the September 10th Planning Commission meeting in accordance with Fernley Municipal Code and Nevada Revised Statutes. Legal notice was provided on August 27, 2025 via US Mail to all property owners within 300' of the site, to all manufactured home residents in manufactured home parks within 300' of the site, and to all owners, residents, and applicants for the proposed action. Legal notice was also published in the Reno-Gazette Journal on August 27, 2025. First reading of the proposed bill was conducted at the October 1st City Council meeting. An additional public hearing for adoption of the proposed bill will be held at the October 15th City Council meeting with corresponding legal advertisement and mailed public notice as described above.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General References

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

Specific References

NRS 278.260 – Determination, establishment, enforcement and amendment of zoning regulations

FMC 32.03.040(e) – Zoning map amendments (rezoning)

FMC 32.06.070 – Residential – Single-family (SF20, SF12, SF9, SF6)

FMC 32.06.130 – Open space and parks (OSP)

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

1. Exhibit 1 - Bill 367
2. Exhibit 2 - Vicinity Map
3. Exhibit 3 - Land Use and Zoning Maps

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

**BILL #367
CITY OF FERNLEY
ORDINANCE # _____**

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH CASE NUMBER ZMA25002, TO CHANGE THE ZONING OF A ±23.19-ACRE PARCEL GENERALLY LOCATED AT 2305 FARM DISTRICT ROAD FROM SF20 (SINGLE FAMILY, 20,000-SQUARE FOOT MINIMUM) TO OSP (OPEN SPACE AND PARKS) (APN 021-303-16)

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

Section 1: The zoning of that certain real property totaling ±23.19 acres, more or less, situated in the City of Fernley, Nevada, and owned by City of Fernley, being more particularly described on Exhibit “A” attached hereto and depicted on “Exhibit B” attached hereto is hereby reclassified from SF20 (Single Family, 20,000-square foot minimum) to OSP (Open Space and Parks).

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

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

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

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

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

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

BILL #365 BEING HEREBY PROPOSED this 1st day of October 2025.

BILL #365 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 15th day of October 2025, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

EXHIBIT "A"
Legal Description for Parcel 021-303-16

That parcel, located within Section 20, Township 20 North, Range 25 East, M.D.M., City of Fernley, Lyon County, Nevada, more particularly described as follows:

Parcel 3 as defined on the Parcel Map for Grant T. and Mark H. Naderson, File Number 110352 of the Official Records of Lyon County, Nevada.

EXHIBIT "B"

