



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, August 17, 2022 • 5:00 PM

Mayor
Roy Edgington

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

City Manager
Patrick Marsh - Acting

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

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

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

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

1. INTRODUCTORY ITEMS

1.1. Roll Call

1.2. Public Forum

1.3. (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 Action) Approval of Business Licenses

2.4. Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Jewell F. McCullar, Jr. & Jenni L. McCullar, Trustees of the McCullar Family Trust, APN 020-354-04, TCID serial number 1054-1-D in the amount of 22.05-acre feet.

2.5. Possible Action to Approve the Will-Serve Request from Norman Ventures NV, LLC (GNCU) for .3 ERC's for Water and 1.1 ERC's for Sewer for Great Nevada Credit Union TI for Lyon County Parcel 021-232-67 located on East Newlands Fernley, NV 89408

2.6. Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Greg Ackerman and Rhonda Ackerman, APN 020-125-19, TCID serial number 1028-3-26 in the amount of .79 acre feet.

2.7. Possible action to amend the contract between the City of Fernley and the Senior Municipal Court Judge. Services not to exceed \$45,000 a year beginning FY2022-23.

2.8. Possible Action to award a contract for copying and printing services to Pacific Office Automation for lease and use of six (6) multifunctional copiers/printers, supplies, and maintenance. The standard operation rate lease of \$1,979.46 per month plus all black and white and color copies are billed at a flat rate of \$1,290.00 per month for a total lease price of \$3,269.46 per month.

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. PUBLIC HEARINGS

5.1. Public Hearing: Discussion and possible action to approve the Bill Draft Request (BDR) language for submission to the Legislative Council Bureau regarding the Planning Commission.

6. ORDINANCES

6.1. (For possible action) Second Reading and Public Hearing, Bill #312 (ZMA22006) Consideration and possible action on a Zoning Map Amendment request to change the zoning from SF6 (residential single-family - 6,000 square feet), SF12 (residential single-family - 12,000 square feet), and C1 (neighborhood commercial) to MDR14 (medium density

residential - 14 dwelling units per acre) on a site ±31.15 acres in size generally located south of Main Street and west of Miller Lane, Fernley, NV. (APN: 021-041-09)

7. STAFF REPORTS

7.1. Discussion and Possible Action on the Court Efficiency Study

7.2. Discussion and Possible Action regarding the City Attorney's Office Efficiency Study

7.3. Presentation, Discussion, and Possible Action regarding the City of Fernley Access Management Policy

7.4. Possible Action to authorize the Special City Attorney for Water Matters (Taggart & Taggart, Ltd.) to intervene on Fernley's behalf in litigation filed in the Tenth Judicial District of the State of Nevada entitled "In the Matter of the Submission of a Contract for Judicial Determination of Validity and Authority of the Board of Directors of the Truckee-Carson Irrigation District to Enter into Such Contract as Provided for by NRS 539.305" (Case No. 22-10DC-0868) and to take all actions and file all pleadings properly related thereto.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: September 7, 2022 @ 5 PM



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 17, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM: (For Possible Action):

(Possible Action) Approval of Voucher Report

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Vouchers for FCC Meeting 08172022

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
A & A MOBILE LOCK & KEY, LLC									
2050	A & A MOBILE LOCK & KEY, LLC	10995	Eagle Meadows Locks	07/26/2022	169.00	08/04/2022	520-810-430	Service-Repair and Maintenance	722
Total 2050:					169.00				
AECOM TECHNICAL SERVICES, INC.									
8633	AECOM TECHNICAL SERVICES, INC.	2000632398	Gustafson bridge engineering services	06/16/2022	12,130.93	08/04/2022	100-475-342	Tech Services-Other	622
8633	AECOM TECHNICAL SERVICES, INC.	2000647784	Water conveyance project engineering services	07/20/2022	18,484.31	08/04/2022	510-166100	Construction In Progress	722
Total 8633:					30,615.24				
ALHAMBRA									
4688	ALHAMBRA	7661929080422	Shop - Bottled Water Service	08/04/2022	370.63		510-810-614	Supplies-Plant/Shop/Maint	822
Total 4688:					370.63				
ANTHONY J. WREN									
8904	ANTHONY J. WREN	7733	Litigation - Appraisal NNCH Newlands	07/20/2022	4,500.00	08/04/2022	100-414-322	Prof Serv-Other	722
Total 8904:					4,500.00				
ARAMARK									
1895	ARAMARK	2591058984	rugs and rags	07/28/2022	107.62	08/04/2022	510-840-420	Contract Services	722
1895	ARAMARK	2591059017	mats	07/28/2022	159.58	08/04/2022	100-417-420	Contract Services	722
1895	ARAMARK	2591059028	mat service	07/28/2022	82.10	08/04/2022	520-810-614	Supplies-Plant/Shop/Maint	722
1895	ARAMARK	5980014320	Shop - WD Pants Service	07/18/2022	56.57	08/04/2022	510-810-614	Supplies-Plant/Shop/Maint	722
1895	ARAMARK	5980015987	Shop - WD Pants Service	07/25/2022	56.57	08/04/2022	510-810-614	Supplies-Plant/Shop/Maint	722
1895	ARAMARK	5980015994	SHIRT CONTRACT	07/25/2022	39.66	08/04/2022	100-480-600	GENERAL SUPPLIES/TOOLS	722
1895	ARAMARK	5980017641	Shop - WD Pants Service	08/01/2022	56.57		510-810-614	Supplies-Plant/Shop/Maint	822
1895	ARAMARK	5980017655	shirt contract	08/01/2022	39.66	08/04/2022	100-480-600	GENERAL SUPPLIES/TOOLS	822
1895	ARAMARK	5980017657	uniforms	08/01/2022	47.17	08/04/2022	100-475-616	Supplies-Safety	822
1895	ARAMARK	5980018993	Shop - WD Pants Service	08/08/2022	56.57		510-810-614	Supplies-Plant/Shop/Maint	822
1895	ARAMARK	5980019010	uniforms	08/08/2022	190.58		100-475-616	Supplies-Safety	822
Total 1895:					892.65				
AUTO & TRUCK ELECTRIC, INC									
8868	AUTO & TRUCK ELECTRIC, INC	41758	battery for parks trailer	07/21/2022	110.00	08/04/2022	510-810-610	Automotive Supplies	722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8868:					110.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	14966/5	BOLTS FOR STREETS 3006	07/26/2022	1.04	08/04/2022	100-475-610 Automotive Supplies	722
20	BIG R OF FERNLEY	14969/5	parts for weed eaters	07/26/2022	20.77	08/04/2022	100-575-600 General Supplies	722
20	BIG R OF FERNLEY	14977/5	misc brushes	07/28/2022	29.06	08/04/2022	100-475-600 General Supplies	722
20	BIG R OF FERNLEY	14979/5	irrigation	07/28/2022	16.75	08/04/2022	100-575-600 General Supplies	722
20	BIG R OF FERNLEY	14998/5	stencils and shovels	08/01/2022	189.41	08/04/2022	100-475-600 General Supplies	822
20	BIG R OF FERNLEY	15012/5	CHAINSAW GAS AND SPRAY BOTTLES	08/03/2022	28.97	08/04/2022	100-575-600 General Supplies	822
20	BIG R OF FERNLEY	15047/5	multi ball hitch	08/09/2022	62.98		100-475-600 General Supplies	822
Total 20:					348.98			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	71322-1	500 Door hangers; notice of violation	08/02/2022	322.70		100-605-550 Printing and Postage	822
Total 6970:					322.70			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	7445788	cleaning	07/29/2022	79.69	08/04/2022	100-417-612 Building Maintenance Supplies	722
Total 8837:					79.69			
BULBMAN - RENO								
5513	BULBMAN - RENO	360555	bulbs for OTP lights	06/30/2022	499.50	07/28/2022	100-575-600 General Supplies	622
Total 5513:					499.50			
CITY OF FERNLEY								
32	CITY OF FERNLEY	030.7838.13	30.7838.13 COF WATER CONVEYANCE	08/03/2022	107.44	08/04/2022	510-166100 Construction In Progress	822
Total 32:					107.44			
CLEAN HARBORS ENVIRONMENTAL SERVICES								
5544	CLEAN HARBORS ENVIRONMENTAL SERVICES	1004256507	Water Treatment Plant Residuals Disposal	06/22/2022	60,888.69	08/04/2022	510-840-426 Contract Svc-Residuals Dispose	622
Total 5544:					60,888.69			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	12281	green valley park inspection and testing services	06/06/2022	3,900.00	08/04/2022	230-575-730 Improve other than Buildings	622
5587	CONSTRUCTION MATERIALS ENGINEERS	12497	Green Valley Park inspection and testing services	07/20/2022	1,170.00	08/04/2022	230-575-730 Improve other than Buildings	722
5587	CONSTRUCTION MATERIALS ENGINEERS	12532	Sage Tank Coating inspections	06/30/2022	165.00	08/04/2022	510-166100 Construction In Progress	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 5587:					5,235.00				
CUMMING MANAGEMENT GROUP, INC									
8889	CUMMING MANAGEMENT GROUP, INC	113676	Professional Services July1-July31,2022	07/01/2022	9,916.74		220-480-810	ARPA	722
Total 8889:					9,916.74				
EMPLOYEES, CITY OF FERNLEY									
8639	EMPLOYEES, CITY OF FERNLEY	07272022	REIMB BREAKFAST FOR ALL HANDS 7/27/22	07/27/2022	104.64	08/04/2022	100-412-586	Employee Recognition	722
8639	EMPLOYEES, CITY OF FERNLEY	07292022	REIMB WATER DIST EXAM	07/29/2022	69.00	08/04/2022	510-810-642	Permits and Licenses	722
8639	EMPLOYEES, CITY OF FERNLEY	07312022	REIMB SUPPLIES FOR NNO	07/31/2022	123.76	08/04/2022	100-412-650	Community Support	722
Total 8639:					297.40				
FARR WEST ENGINEERING									
6275	FARR WEST ENGINEERING	18256	Depot Roof Engineering	07/29/2022	227.50		100-575-320	Prof Serv-Engineering	722
Total 6275:					227.50				
FASTENAL COMPANY									
4860	FASTENAL COMPANY	NVFER45676	small bolts for W/W	08/01/2022	15.91	08/04/2022	520-810-430	Service-Repair and Maintenance	822
Total 4860:					15.91				
FERNLEY 4th OF JULY INC									
53	FERNLEY 4th OF JULY INC	FCTA R2 FY21/22	FCTA R2 FY21/22	06/30/2022	4,716.70	08/04/2022	225-575-650	Grant Awards	622
Total 53:					4,716.70				
FERNLEY BMX									
7121	FERNLEY BMX	FCTA R2 FY21/22	FCTA R2 FY21/22	06/30/2022	8,000.00	08/04/2022	225-575-650	Grant Awards	622
Total 7121:					8,000.00				
FLYERS ENERGY, LLC									
18	FLYERS ENERGY, LLC	22-595413	Diesel fuel	07/28/2022	2,111.48	08/04/2022	510-840-625	Bulk Diesel	722
18	FLYERS ENERGY, LLC	CFS-3092033	GASOLINE - CDD BUILDING	07/31/2022	278.39		100-605-626	Gasoline	722
18	FLYERS ENERGY, LLC	CFS-3092033	GASOLINE - SEWER	07/31/2022	1,954.16		520-810-626	Gasoline	722
18	FLYERS ENERGY, LLC	CFS-3092033	GASOLINE - FACILITIES	07/31/2022	259.15		100-417-626	Gasoline	722
18	FLYERS ENERGY, LLC	CFS-3092033	GASOLINE - PARKS	07/31/2022	472.71		100-575-626	Gasoline	722
18	FLYERS ENERGY, LLC	CFS-3092033	GASOLINE - STREETS	07/31/2022	1,392.91		100-475-626	Gasoline	722
18	FLYERS ENERGY, LLC	CFS-3092033	GASOLINE - WTP	07/31/2022	2.37		100-413-626	Gasoline	722
18	FLYERS ENERGY, LLC	CFS-3092033	GASOLINE - VECTOR	07/31/2022	15.01		100-528-626	Gasoline	722

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-3092033	GASOLINE - ANIMAL CONTROL	07/31/2022	155.18		100-525-626 Gasoline	722
18	FLYERS ENERGY, LLC	CFS-3092033	GASOLINE -FLEET	07/31/2022	94.50		100-480-626 GASOLINE	722
18	FLYERS ENERGY, LLC	CFS-3092033	GASOLINE - WATER DIST	07/31/2022	1,943.23		510-810-626 Gasoline	722
Total 18:					8,679.09			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0049	July 22 Lobbyist Contract	08/01/2022	5,800.00		100-413-322 Prof Serv-Other	822
Total 8869:					5,800.00			
GABRIEL DWAYNE FAW								
8885	GABRIEL DWAYNE FAW	FinalPayment	Signal Box -Chisholm and 95 A	07/20/2022	300.00		100-413-322 Prof Serv-Other	722
Total 8885:					300.00			
GB GLOBAL LLC								
8707	GB GLOBAL LLC	52380-FY22	Annual usage 2021 & 2022	06/30/2022	7,788.00		100-414-342 Tech Services-Other	622
8707	GB GLOBAL LLC	52380-FY23	Housing Svc Jul 22-Dec 22	07/04/2022	1,600.00		100-414-342 Tech Services-Other	722
Total 8707:					9,388.00			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2287211	cold mix	07/28/2022	678.01	08/04/2022	100-475-600 General Supplies	722
Total 64:					678.01			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	570082384	Communications	08/01/2022	189.83		100-417-530 Communications (Internet,Cell)	822
Total 8838:					189.83			
HACH COMPANY								
406	HACH COMPANY	13162106	Cleaning module for new turbidimeters	07/26/2022	3,819.92	08/04/2022	510-166100 Construction In Progress	722
406	HACH COMPANY	13167678	Turbidimeters	07/28/2022	33,419.37	08/04/2022	510-166100 Construction In Progress	722
406	HACH COMPANY	2202314	Credit Memo for 2100N Annual Service. Replaced by TU5200	08/04/2022	360.00-		510-166100 Construction In Progress	822
Total 406:					36,879.29			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111059	Service Labor	07/18/2022	145.00	08/04/2022	100-605-322 Prof Serv-Other	722
70	HANNEMAN SERVICE	111060	Service Labor	07/18/2022	145.00	08/04/2022	100-605-322 Prof Serv-Other	722
70	HANNEMAN SERVICE	111072	Service Labor	07/25/2022	145.00	08/04/2022	100-605-322 Prof Serv-Other	722
70	HANNEMAN SERVICE	111096	Service Labor	08/01/2022	145.00		100-605-322 Prof Serv-Other	822

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
70	HANNEMAN SERVICE	12647	2004 Honda CRV - Blue; NV643R67	07/25/2022	55.00	08/04/2022	100-605-322 Prof Serv-Other	722
70	HANNEMAN SERVICE	12648	1998 VW Jetta - White	08/01/2022	55.00		100-605-322 Prof Serv-Other	822
70	HANNEMAN SERVICE	12707	1989 Cadillac Sedan De Ville - Wht-NV411MUB	07/18/2022	55.00	08/04/2022	100-605-322 Prof Serv-Other	722
70	HANNEMAN SERVICE	12708	1997 Ford Contour - Silver-NV199LVS	07/18/2022	55.00	08/04/2022	100-605-322 Prof Serv-Other	722
Total 70:					800.00			
HARRIS INDUSTRIAL GASES								
8630	HARRIS INDUSTRIAL GASES	8838-1882373	WELDER	07/21/2022	1,915.84	08/04/2022	510-810-605 Minor Equipment	722
8630	HARRIS INDUSTRIAL GASES	8838-1882373	WELDER	07/21/2022	1,915.85	08/04/2022	520-810-605 Minor Equipment	722
8630	HARRIS INDUSTRIAL GASES	8838-1882373	REPLACEMENT WELDER FOR SHOP	07/21/2022	1,915.84	08/04/2022	100-475-605 Minor Equipment	722
8630	HARRIS INDUSTRIAL GASES	8838-1882373	REPLACEMENT WELDER FOR SHOP	07/21/2022	1,915.84	08/04/2022	100-575-605 Minor Equipment	722
Total 8630:					7,663.37			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-014	3721P GROUP HEALTH INSURANCE	08/01/2022	73,084.85	08/04/2022	100-217000 HEALTH INSURANCE PAYABLE	822
Total 4842:					73,084.85			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	JUL 2022-3	W/HOLD TAX PAYABLE, PAYROLL	07/29/2022	19,843.11	07/29/2022	100-212000 FEDERAL WITHHOLDING PAYAB	722
7879	INTERNAL REVENUE SERVICE	JUL 2022-3	FICA TAX PAYABLE, PAYROLL	07/29/2022	452.78	07/29/2022	100-211000 FICA PAYABLE	722
7879	INTERNAL REVENUE SERVICE	JUL 2022-3	MED TAX PAYABLE, PAYROLL	07/29/2022	5,510.04	07/29/2022	100-211000 FICA PAYABLE	722
Total 7879:					25,805.93			
INTERSTATE BATTERIES OF THE SIERRAS								
86	INTERSTATE BATTERIES OF THE SIERRAS	40091121	battery for parks	08/03/2022	141.95		100-575-430 Service-Repair and Maintenance	822
Total 86:					141.95			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	TW74608-IN	gasoline	08/02/2022	729.22		100-575-626 Gasoline	822
4329	INTERSTATE OIL COMPANY	TW74608-IN	fuel for fleet	08/02/2022	2,751.28		100-480-625 BULK DIESEL	822
4329	INTERSTATE OIL COMPANY	TW74608-IN	gasoline	08/02/2022	729.21		100-475-626 Gasoline	822
Total 4329:					4,209.71			
JOHNSON CONTROLS								
8907	JOHNSON CONTROLS	1-119751611767	HVAC Repair Caustic Exhaust	07/28/2022	1,993.00	08/04/2022	510-840-424 Contract Services-HVAC	722
Total 8907:					1,993.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
KALBACHER ASSOCIATES, LLC									
8888	KALBACHER ASSOCIATES, LLC	20220801	Comprehensive Grant Services July 22	07/06/2022	2,250.00		100-415-900	Contingency	722
Total 8888:					2,250.00				
KENT'S SUPPLY CENTER, INC									
96	KENT'S SUPPLY CENTER, INC	10379580	fencing slat's for Jessica pond	07/19/2022	1,978.63	08/04/2022	100-475-342	Tech Services-Other	722
96	KENT'S SUPPLY CENTER, INC	10379596	material for Jessica pond fence	07/19/2022	792.43	08/04/2022	100-475-342	Tech Services-Other	722
Total 96:					2,771.06				
KIMLEY-HORN AND ASSOCIATES, INC.									
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100003-0422	Red Rock Road extension design services	06/30/2022	1,560.00	08/04/2022	100-475-745	RTC REIMBURSABLE EXPENDI	622
8715	KIMLEY-HORN AND ASSOCIATES, INC.	192100003-0522	Red Rock road engineering services	06/30/2022	292.50	08/04/2022	100-475-745	RTC REIMBURSABLE EXPENDI	622
8715	KIMLEY-HORN AND ASSOCIATES, INC.	21382406	Access Management policy engineering services	06/30/2022	6,685.00	08/04/2022	100-475-320	Prof Serv-Engineering	622
8715	KIMLEY-HORN AND ASSOCIATES, INC.	21825622	access management policy engineering services	06/30/2022	585.00	08/04/2022	100-475-320	Prof Serv-Engineering	622
Total 8715:					9,122.50				
LOWES CREDIT SERVICES									
7650	LOWES CREDIT SERVICES	02067	Misc glue cleaners	07/29/2022	197.82	08/04/2022	100-475-614	Supplies-Plant/Shop/Maint	722
7650	LOWES CREDIT SERVICES	02810	hose brown felt	07/28/2022	33.20	08/04/2022	100-417-600	General Supplies	722
7650	LOWES CREDIT SERVICES	02872	NE Booster - Chem Fill Cover Materials	08/08/2022	29.63		510-810-614	Supplies-Plant/Shop/Maint	822
7650	LOWES CREDIT SERVICES	17440	cleaning supplies	07/28/2022	66.78	08/04/2022	100-417-612	Building Maintenance Supplies	722
7650	LOWES CREDIT SERVICES	17820	East Lift Swamp Cooler Parts	08/04/2022	36.54		520-810-614	Supplies-Plant/Shop/Maint	822
7650	LOWES CREDIT SERVICES	18624	Well Maintenance Supplies	08/05/2022	12.79		510-810-614	Supplies-Plant/Shop/Maint	822
7650	LOWES CREDIT SERVICES	2276	Swamp Cooler Pads & Hand Tools	07/20/2022	137.21	08/04/2022	510-810-614	Supplies-Plant/Shop/Maint	722
7650	LOWES CREDIT SERVICES	23301	Sampling Supplies	08/04/2022	22.25		510-810-614	Supplies-Plant/Shop/Maint	822
7650	LOWES CREDIT SERVICES	23413	Misc small tools/supplies	08/05/2022	38.03		510-810-600	General Supplies	822
7650	LOWES CREDIT SERVICES	23686	Copper Pipe	07/28/2022	69.05	08/04/2022	510-810-614	Supplies-Plant/Shop/Maint	722
7650	LOWES CREDIT SERVICES	2544	shelf and misc.	08/01/2022	57.90	08/04/2022	100-475-600	General Supplies	822
7650	LOWES CREDIT SERVICES	2941	NE Booster - Repair Materials	08/09/2022	40.82		510-810-614	Supplies-Plant/Shop/Maint	822
Total 7650:					742.02				
LYON COUNTY CLERK/TREASURER									
106	LYON COUNTY CLERK/TREASURER	TLT Jul22	Trainsient Lodging Tax	07/31/2022	3,882.12		225-227010	TLT Payable to County	722
Total 106:					3,882.12				
MARSHALL'S SEPTIC CARE									
8509	MARSHALL'S SEPTIC CARE	17605	portables	07/04/2022	681.00	08/04/2022	100-575-420	Contract Services	722
8509	MARSHALL'S SEPTIC CARE	17631	Residual solids hauling and disposal	07/19/2022	25,116.00	08/04/2022	510-840-426	Contract Svc-Residuals Dispose	722
8509	MARSHALL'S SEPTIC CARE	17641	portable	08/01/2022	113.33	08/04/2022	100-575-420	Contract Services	822

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8509	MARSHALL'S SEPTIC CARE	I7642	portable	08/01/2022	113.33	08/04/2022	100-575-420 Contract Services	822
8509	MARSHALL'S SEPTIC CARE	I7643	portable	08/01/2022	514.65	08/04/2022	100-575-420 Contract Services	822
8509	MARSHALL'S SEPTIC CARE	I7645	portable	08/01/2022	200.66	08/04/2022	100-575-420 Contract Services	822
8509	MARSHALL'S SEPTIC CARE	I7646	portable	08/01/2022	200.66	08/04/2022	100-575-420 Contract Services	822
8509	MARSHALL'S SEPTIC CARE	I7647	portable	08/01/2022	113.33	08/04/2022	100-575-420 Contract Services	822
8509	MARSHALL'S SEPTIC CARE	I7654	portable	08/01/2022	113.33	08/04/2022	100-575-420 Contract Services	822
Total 8509:					27,166.29			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	AUG 2022	5952725 GROUP DENTAL INSURANCE	08/01/2022	7,262.60	08/04/2022	100-217100 Dental Insurance Payable MetL	822
Total 5387:					7,262.60			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	JUL 2022	REFUND; SEWER MODELING WAS NOT NEEDED	07/14/2022	840.00	08/04/2022	100-320-220 Engineering/Civil Fees	722
1111	MISCELLANEOUS ONE TIME VENDOR	PE7-VILLAGOMEZ	PE-7 VILLAGOMEZ; LN:0803755008	08/01/2022	500.00	08/04/2022	100-475-745 RTC REIMBURSABLE EXPENDI	822
1111	MISCELLANEOUS ONE TIME VENDOR	PE8-TACHERA	PE-8 TACHERA; LN:0803737212	08/01/2022	500.00	08/04/2022	100-475-745 RTC REIMBURSABLE EXPENDI	822
Total 1111:					1,840.00			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	129891	Conflict prosecutor	07/31/2022	750.00		100-414-310 Prof Serv-Legal	722
Total 8906:					750.00			
NAPA AUTO & TRUCK PARTS								
58	NAPAAUTO & TRUCK PARTS	375312	PAINT FOR 6002 ESCAPE	07/25/2022	41.76	08/04/2022	100-480-610 AUTOMOTIVE SUPPLIES	722
58	NAPAAUTO & TRUCK PARTS	375740	CABIN FILTER FOR DUMP TRUCK	08/02/2022	37.13	08/04/2022	100-475-430 Service-Repair and Maintenance	822
58	NAPAAUTO & TRUCK PARTS	375741	screw diver for W/D	08/02/2022	5.49	08/04/2022	510-810-600 General Supplies	822
58	NAPAAUTO & TRUCK PARTS	375898	battery shut off for vactor	08/04/2022	77.27		100-475-430 Service-Repair and Maintenance	822
58	NAPAAUTO & TRUCK PARTS	375919	Lift Station Filters	08/04/2022	55.80		520-810-614 Supplies-Plant/Shop/Maint	822
Total 58:					217.45			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Jul22	Transient Lodging Tax	07/31/2022	2,329.27		225-227015 TLT Payable to State	722
Total 6378:					2,329.27			
NEVADA DEPT PUBLIC SAFETY - DPS								
7405	NEVADA DEPT PUBLIC SAFETY - DPS	60701	2948357 D PALMER	07/31/2022	40.25		100-575-322 Prof Serv-Other	722
7405	NEVADA DEPT PUBLIC SAFETY - DPS	60701	2940600 J LOPEZ	07/31/2022	40.25		100-480-322 Professional Services - Other	722
7405	NEVADA DEPT PUBLIC SAFETY - DPS	60701	2944115 D POGTIS	07/31/2022	40.25		520-810-322 Prof Serv-Other	722

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Total 7405:					120.75			
NEVADA DIVISION OF WATER RESOURCES								
218	NEVADA DIVISION OF WATER RESOURCES	JULY 2022	EXTENSION OF TIME FOR 28 APPLICATIONS	07/27/2022	3,360.00	07/28/2022	510-810-698 Water Rights Protection	722
Total 218:					3,360.00			
OAKES, JUSTIN EDWARD								
8908	OAKES, JUSTIN EDWARD	21TR00545	Jeff Gruelich 21TR005453K	08/01/2022	846.00		100-425-325 PROF SERV-CONFLICT COUNS	822
Total 8908:					846.00			
OFFICE DEPOT								
133	OFFICE DEPOT	249229236001	Replace damaged file cabinet	06/11/2022	668.02	08/04/2022	100-414-600 General Supplies	622
133	OFFICE DEPOT	251391367001	Office Supplies	07/21/2022	148.14	08/04/2022	100-605-601 Office Supplies	722
133	OFFICE DEPOT	254472750001	Copy Paper and Manilla Files	07/26/2022	360.52	08/04/2022	100-425-600 General Supplies	722
133	OFFICE DEPOT	254496121001	Michels New Keyboard	07/29/2022	42.49		100-425-600 General Supplies	722
133	OFFICE DEPOT	257096266001	Label maker, labels, pens	08/02/2022	254.18		100-605-601 Office Supplies	822
133	OFFICE DEPOT	257100546001	Green File Folders	07/27/2022	292.14		100-425-600 General Supplies	722
133	OFFICE DEPOT	257276950001	Wireless Combo Keyboard	07/25/2022	31.57	08/04/2022	100-418-600 General Supplies	722
133	OFFICE DEPOT	257315137001	Adding machine tape	07/23/2022	19.96	08/04/2022	100-416-600 General Supplies	722
133	OFFICE DEPOT	258172161001	TONER FOR TL PRINTER	07/27/2022	116.29		100-415-600 General Supplies	722
Total 133:					1,933.31			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-205347	HEADLIGHTS	07/21/2022	102.35	08/04/2022	520-810-610 Supplies-Automotive	722
6230	O'REILLY AUTO PARTS	3599-205347	HEADLIGHTS	07/21/2022	102.34	08/04/2022	100-475-610 Automotive Supplies	722
6230	O'REILLY AUTO PARTS	3599-205347	HEADLIGHTS	07/21/2022	102.34	08/04/2022	510-810-610 Automotive Supplies	722
6230	O'REILLY AUTO PARTS	3599-205347	HEADLIGHTS	07/21/2022	102.35	08/04/2022	100-575-610 Automotive Supplies	722
6230	O'REILLY AUTO PARTS	3599-206032	RESISTOR	07/26/2022	43.48	08/04/2022	510-810-610 Automotive Supplies	722
6230	O'REILLY AUTO PARTS	3599-206033	RESISTOR FOR 6004	07/26/2022	43.48	08/04/2022	100-575-610 Automotive Supplies	722
6230	O'REILLY AUTO PARTS	3599-206056	FUEL FILTER FOR 3008	07/26/2022	68.54	08/04/2022	100-475-610 Automotive Supplies	722
6230	O'REILLY AUTO PARTS	3599-20614	BRAKE PADS FOR 6002	07/26/2022	112.95	08/04/2022	100-475-610 Automotive Supplies	722
6230	O'REILLY AUTO PARTS	3599-206820	filters for 6002	08/01/2022	17.18	08/04/2022	510-810-610 Automotive Supplies	822
6230	O'REILLY AUTO PARTS	3599-206986	A/C parts for street water truck	08/02/2022	277.39		100-475-610 Automotive Supplies	822
6230	O'REILLY AUTO PARTS	3599-206988	A/C parts for water truck	08/02/2022	36.92	08/04/2022	100-475-610 Automotive Supplies	822
6230	O'REILLY AUTO PARTS	3599-207054	credit memo	08/02/2022	277.39-		100-475-610 Automotive Supplies	822
6230	O'REILLY AUTO PARTS	3599-207060	cups for shop	08/02/2022	3.38		510-810-610 Automotive Supplies	822
6230	O'REILLY AUTO PARTS	3599-207210	water pump for streets 3004	08/03/2022	84.98		100-475-610 Automotive Supplies	822
Total 6230:					820.29			

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PACIFIC STORAGE COMPANY									
8876	PACIFIC STORAGE COMPANY	5118614	Shred Services	07/27/2022	66.00	08/04/2022	100-416-420	Contract Services	722
8876	PACIFIC STORAGE COMPANY	5118615	Document Shredding	07/27/2022	16.50		100-425-322	Prof Serv-Other	722
Total 8876:					82.50				
PITNEY BOWES, INC.									
2840	PITNEY BOWES, INC.	3316075405	LEASE - COURT	07/26/2022	38.53	08/29/2022	100-425-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - PARKS	07/26/2022	38.54	08/29/2022	100-575-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - SEWER	07/26/2022	38.53	08/29/2022	520-810-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - WATER	07/26/2022	38.53	08/29/2022	510-810-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - CITY MGR	07/26/2022	38.54	08/29/2022	100-413-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - BUILDING	07/26/2022	38.53	08/29/2022	100-605-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - FINANCE	07/26/2022	38.53	08/29/2022	100-415-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - ANIMAL CONTROL	07/26/2022	38.54	08/29/2022	100-525-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - CITY ATTORNEY	07/26/2022	38.54	08/29/2022	100-414-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - STREETS	07/26/2022	38.53	08/29/2022	100-475-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - PLANNING	07/26/2022	38.53	08/29/2022	100-610-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - CLERK	07/26/2022	38.54	08/29/2022	100-416-550	Printing and Postage	722
2840	PITNEY BOWES, INC.	3316075405	LEASE - MAYOR	07/26/2022	38.53	08/29/2022	100-412-550	Printing and Postage	722
Total 2840:					500.94				
PORTER'S PLUMBING LLC									
8900	PORTER'S PLUMBING LLC	2973	finish hanging plumbing fixtures at ITP	07/26/2022	760.00	08/04/2022	100-575-420	Contract Services	722
Total 8900:					760.00				
RENO GAZETTE JOURNAL									
152	RENO GAZETTE JOURNAL	4800736	5354506 PLAN MTG 8.10.22	07/01/2022	127.00	08/04/2022	100-610-540	Advertising	722
152	RENO GAZETTE JOURNAL	4800736	5348737 BILL #310	07/01/2022	163.00	08/04/2022	100-416-540	Advertising	722
152	RENO GAZETTE JOURNAL	4800736	5348750 BILL #313	07/01/2022	159.00	08/04/2022	100-416-540	Advertising	722
Total 152:					449.00				
RENO ROCK TRANSPORT									
7002	RENO ROCK TRANSPORT	153859	rock Jessica pond	07/29/2022	2,858.00	08/04/2022	100-475-342	Tech Services-Other	722
Total 7002:					2,858.00				
RESOURCE CONCEPTS									
8602	RESOURCE CONCEPTS	22-1191	Villa Park water and sewer replacement design services	06/30/2022	3,193.13	08/04/2022	510-166100	Construction In Progress	622
8602	RESOURCE CONCEPTS	22-1191	Villa Park water and sewer replacement design services	06/30/2022	5,109.00	08/04/2022	100-475-745	RTC REIMBURSABLE EXPENDI	622
8602	RESOURCE CONCEPTS	22-1191	Villa Park water and sewer replacement design services	06/30/2022	4,470.37	08/04/2022	520-166100	Construction In Progress	622

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8602	RESOURCE CONCEPTS	22-1348	Water Right Engineering Services thru end of FY 22	06/30/2022	5,153.75	08/04/2022	510-810-698 Water Rights Protection	622
8602	RESOURCE CONCEPTS	22-1349	Water Conservation Plan revisions - USBR DRAFT	06/30/2022	3,157.50	08/04/2022	510-810-698 Water Rights Protection	622
Total 8602:					21,083.75			
SATELITE TRACKING OF PEOPLE, LLC								
8901	SATELITE TRACKING OF PEOPLE, LLC	STPINV00106952	GPS Ankle Monitor Matthew Williams	07/31/2022	56.25		100-425-341 Pretrial Services Program	722
Total 8901:					56.25			
SCHROEDER, JOHN N "JACK"								
8620	SCHROEDER, JOHN N "JACK"	07182022	Sr. Judge half day 7.18.2022	07/18/2022	198.00	08/04/2022	100-425-335 PROF SERV-SENIOR JUDGE	722
Total 8620:					198.00			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	22070494	ARMORED SERVICE - WATER	07/14/2022	165.48		510-810-342 Tech Services-Other	722
8629	SECTRAN SECURITY, INC.	22070494	ARMORED SERVICE - GF	07/14/2022	165.49		100-415-322 Prof Serv-Other	722
8629	SECTRAN SECURITY, INC.	22070494	ARMORED SERVICE - SEWER	07/14/2022	165.48		520-810-342 Tech Services-Other	722
Total 8629:					496.45			
SIERRA NEVADA CONSTRUCTION INC								
287	SIERRA NEVADA CONSTRUCTION INC	Pay req #2	Pavement maintenance project construciotn services	06/30/2022	151,758.76	08/04/2022	100-475-430 Service-Repair and Maintenance	622
Total 287:					151,758.76			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	127940	misc. paint beads	07/22/2022	1,183.44	08/04/2022	100-475-615 Supplies-Signs and Striping	722
170	SILVER STATE BARRICADE	127955	stencils	07/22/2022	1,430.25	08/04/2022	100-475-615 Supplies-Signs and Striping	722
170	SILVER STATE BARRICADE	127995	LIGHT BARS FOR STREETS DEPT.	07/26/2022	651.00	08/04/2022	100-475-610 Automotive Supplies	722
Total 170:					3,264.69			
SILVER STATE INTERNATIONAL TRUCKS								
265	SILVER STATE INTERNATIONAL TRUCKS	X201083562:01	parts for vactor	08/03/2022	417.98		100-475-430 Service-Repair and Maintenance	822
Total 265:					417.98			
SJC LIMITED								
8580	SJC LIMITED	13769	base	08/01/2022	1,408.94	08/04/2022	100-475-600 General Supplies	822
Total 8580:					1,408.94			

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SNAP-ON INDUSTRIAL									
8735	SNAP-ON INDUSTRIAL	ARV/53773696	TOOLS FOR SHOP	07/25/2022	295.88	08/04/2022	100-480-600	GENERAL SUPPLIES/TOOLS	722
Total 8735:					295.88				
SOSU TV CORP									
8909	SOSU TV CORP	WC1088	Professional Services -Fernley Focus Videos	08/02/2022	1,083.00		100-413-322	Prof Serv-Other	822
Total 8909:					1,083.00				
STATE COLLECTION & DISB. UNIT (SCaDU)									
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JUL 2022-3	CHILD SUPPORT	07/29/2022	324.46	08/04/2022	100-219900	OTHER PAYROLL PAYABLES	722
Total 176:					324.46				
THATCHER COMPANY, INC.									
8646	THATCHER COMPANY, INC.	2022400104452	Chemicals	05/09/2022	13,479.20-		510-840-617	Chemicals	522
8646	THATCHER COMPANY, INC.	2022400104453	Chemicals	05/09/2022	13,479.20		510-840-617	Chemicals	522
8646	THATCHER COMPANY, INC.	2022400106542	Disinfectant	07/29/2022	9,245.42	08/04/2022	510-840-617	Chemicals	722
8646	THATCHER COMPANY, INC.	2022400106572	Disinfectant	08/02/2022	9,245.42-	08/04/2022	510-840-617	Chemicals	822
8646	THATCHER COMPANY, INC.	2022400106573	Disinfectant	07/29/2022	5,861.07	08/04/2022	510-840-617	Chemicals	722
8646	THATCHER COMPANY, INC.	2022400106663	Well 11- Bulk Sodium Hypochlorite	08/02/2022	1,605.82		510-810-617	Supplies-Chemical	822
Total 8646:					7,466.89				
ULTIMATE AIR, LLC									
8575	ULTIMATE AIR, LLC	5973	belt	07/27/2022	164.98	08/04/2022	100-417-424	Contract Services-HVAC	722
8575	ULTIMATE AIR, LLC	5979	service AC units city Hall	07/31/2022	1,560.04	08/04/2022	100-417-424	Contract Services-HVAC	722
Total 8575:					1,725.02				
USA BLUEBOOK									
464	USA BLUEBOOK	50612	Chem Injectors & Marking Tape	07/20/2022	349.64	08/04/2022	510-810-614	Supplies-Plant/Shop/Maint	722
Total 464:					349.64				
VOYA FINANCIAL									
8591	VOYA FINANCIAL	JUL 2022-3	DEFERRED COMPENSATION, 457	07/29/2022	2,089.00	07/29/2022	100-215000	457 PAYABLE	722
8591	VOYA FINANCIAL	JUL 2022-3	ROTH IRA	07/29/2022	100.00	07/29/2022	100-215000	457 PAYABLE	722
Total 8591:					2,189.00				
WASTE MANAGEMENT									
447	WASTE MANAGEMENT	25001 JUL 22	6-82646-25001	08/01/2022	654.50		100-475-412	Utility Services-Refuse	822

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
447	WASTE MANAGEMENT	33001 AUG 22	11-60772-33001	08/03/2022	103.14		100-417-412 Utility Services-Refuse	822
447	WASTE MANAGEMENT	33005 AUG 22	11-60745-33005	08/03/2022	14.39		510-840-412 Utility Service-Refuse	822
447	WASTE MANAGEMENT	33009 AUG 22	11-60774-33009	08/03/2022	84.39		510-810-412 Utility Service-Refuse	822
447	WASTE MANAGEMENT	43003 AUG 22	11-60760-43003	08/03/2022	42.20		520-810-412 Utility Service-Refuse	822
447	WASTE MANAGEMENT	43009 AUG 22	4th of July trash bins	08/03/2022	480.93		100-575-412 Utility Service-Refuse	822
447	WASTE MANAGEMENT	95009 JUL 22	8-29467-95009	08/01/2022	448.45	08/04/2022	100-575-412 Utility Service-Refuse	822
Total 447:					1,828.00			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19338347-1	sprinkler	07/18/2022	16.25	08/04/2022	100-575-600 General Supplies	722
195	WESTERN NEVADA SUPPLY CO.	19365895	Binstock: Brass Fittings	07/18/2022	175.42	08/04/2022	510-810-613 Supplies-Meter Service	722
195	WESTERN NEVADA SUPPLY CO.	19365895-1	Binstock: Brass Fittings	08/01/2022	195.00		510-810-613 Supplies-Meter Service	822
195	WESTERN NEVADA SUPPLY CO.	19388296	replacement sewer box lid	07/25/2022	252.88	08/04/2022	520-810-430 Service-Repair and Maintenance	722
195	WESTERN NEVADA SUPPLY CO.	19392906	back flow Main street park	07/28/2022	689.87	08/04/2022	100-575-600 General Supplies	722
195	WESTERN NEVADA SUPPLY CO.	19399423	Binstock: Brass Fittings, Repair Clamps, Meter Setters	08/08/2022	1,793.13		510-810-613 Supplies-Meter Service	822
195	WESTERN NEVADA SUPPLY CO.	19402159	MF plumbing replacement parts	08/04/2022	23.96		510-840-430 Service-Repair and Maintenance	822
195	WESTERN NEVADA SUPPLY CO.	R19338347	credit irrigation supplies	06/27/2022	107.80-	08/04/2022	100-575-600 General Supplies	622
195	WESTERN NEVADA SUPPLY CO.	RCM19338347	credit irrigation supplies	06/29/2022	107.80-	08/04/2022	100-575-600 General Supplies	622
Total 195:					2,930.91			
WETLAB - WESTERN ENVIRON TESTING LAB								
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22060153	Quarterly DBPR2 Sampling	07/31/2022	677.60		510-810-423 Contract Services-ANALYTICAL	722
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22070131	WWTP Monitoring Well Samples	07/31/2022	493.95	08/04/2022	520-810-423 Contract Services-ANALYTICAL	722
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22070132	WWTP Influent & Effluent Samples	07/31/2022	350.46	08/04/2022	520-810-423 Contract Services-ANALYTICAL	722
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22070176	lab sample	07/31/2022	14.11	08/04/2022	510-840-423 Contract Services-ANALYTICAL	722
8709	WETLAB - WESTERN ENVIRON TESTING LAB	22070480	July Coliform Sampling # 2	07/31/2022	175.00		510-810-423 Contract Services-ANALYTICAL	722
Total 8709:					1,711.12			
Grand Totals:					571,579.64			

Dated: _____

Mayor: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
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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
JULY 19, 2022**

Mayor Roy Edgington called the meeting to order at 10:00 AM at Fernley City Hall, 595 Silver Lave Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Roy Edgington, Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, City Attorney Brandi Jensen, Acting City Manager Patrick Marsh, Assistant to the City Manager Trisha Connor, Building Official Billy Staten, City Engineer Derek Starkey, Public Works Director Dave Whalen, Development Services Coordinator Alex Lopez Martinez, Deputy City Clerk Brenda Gosser, Administrative Specialist Tiffany Wood.

Absent: Councilman Lau.

1.2. Public Forum

There were none.

1.3. (For Possible Action) Approval of Agenda

Motion: MOVE TO APPROVE THE AGENDA. **Action:** Approve, **Moved by** Councilman Ray Lacy, **Seconded by** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Torres, Councilwoman McKay, **Absent:** Councilman Lau.

2. STAFF REPORTS

2.1. Presentation and discussion on the City of Fernley Comprehensive Economic Development Strategy including, but not limited to the following topics:

****This is a workshop presentation/discussion and no action will be taken by the City Council at this meeting related to any of the items presented or discussed.****

A. Overview of the Comprehensive Economic Development Strategy

B. Review of the Results of the Community Stakeholder Meetings

C. Review of Key Local and Regional Economic and Industry-Occupation Sector Trends

D. Regional and Statewide Relevant Economic Development Goals; City of Fernley Existing Strategic Goals

E. Developing Actionable Items and an Implementation Strategy

F. Developing Goals, Actionable Items for Five General Priority Areas including Small Business and Entrepreneurial-Based Development; Tourism-Based Development; Workforce Development; Housing Development; and Related Infrastructure.

Dr. Steinmen gave a presentation about the five-year economic plan for Main Street in Fernley. He led the workshop groups according to the agenda.

3. PUBLIC FORUM

There were none.

4. ADJOURNMENT

There being no further business to come before it, the Fernley City Council Meeting adjourned at 01:43 PM.
Approved by the Fernley City Council on August 17, 2022, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

ATTEST: City Clerk Kim Swanson

Mayor Roy Edgington

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
AUGUST 3, 2022**

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

1. INTRODUCTORY ITEMS

1.1. Roll Call

Present: Mayor Roy Edgington, Councilwoman Fran McKay (via zoom), Councilman Ray Lacy, Councilwoman Felicity Zoberiski, Councilman Stan Lau, Director of Finance Denise Lewis, Planning Director Tim Thompson, Building Official Billy Staten, Public Works Director Dave Whalen, City Engineer Derek Starkey, Water Rights Attorney David Rigdon, City Clerk Kim Swanson, Administrative Specialist Tiffany Wood. **Absent:** Councilman Albert Torres.

1.2. Public Forum

There were none.

1.3. (For Possible Action) Approval of Agenda

Mayor Edgington asked to have item 5.4 heard last for councilman Torres. He also asked for public reports to be heard first.

Motion: MOVE TO APPROVE THE AGENDA WITH ITEM 5.4 MOVED TO THE END AND TO GET THE SHERIFF AND FIRE DEPARTMENT AND CITY MANAGER TO GO FIRST SO THEY CAN LEAVE. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilwoman Zoberiski, Councilman Lau, Councilwoman McKay, **Absent:** Councilman Torres.

Item 3.1 was heard next.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of the Voucher Report

2.2. (Possible Action) Approval of Minutes from July 20, 2022

2.3. (Possible Action) Business Licenses

2.4. Possible Action to purchase one (1), Ford F550, 4wd pickup truck with utility body from Corwin Ford for the City of Fernley's Fleet Department for an amount of \$62,368.25 plus a 5% contingency of \$3,118.41 for a total of \$65,486.66.

2.5. Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Wai C. Louie, Trustee of the Wai C. Louie Separate Property Trust, APN 020-351-26 TCID serial number 1052-G-3 in the amount of 4.5-acre feet.

Councilwoman Zoberski asked that Domestic Violence Intervention Inc. be invited to speak to the council.

Motion: MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilwoman McKay, **Absent:** Councilman Torres.

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

Lt. Mitch Brantingham reported the national night out at the out of town park had a great turn out aside from the rain. He thanked the Mayor for the food and helping at the event. They had K-9 units and drones for people to see. He said the department was working on placing a speed trailer on Hardie Lane.

Mayor Edgington thanked the Sheriff and staff as well as the Acting City Manager for the National Night out event.

Steve Coons, Battalion Chief of the Lyon County Fire Protection District, reported the department is 350 calls ahead of schedule compared to the volume from last year. He said there are 3 employees starting paramedic school.

Item 2 was heard next.

This item was brought back after Item 2 was heard.

Neal McIntire from the school district provided an update on the playground construction which is currently behind about two weeks.

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 Patrick Marsh reported that Fernstock would be Saturday, August 13th, behind the Senior Center. Coffee with the mayor will be August, 25th, from 6 to 8 pm in the chambers. He urged residents to check the city website for current employment opportunities. He said he would be representing the City at the Nevada League of Cities conference next week, and Green Valley Park would be closed tomorrow, August 4th, from 6am to 1pm. He also reported that the Senior Citizen Advisory Committee is accepting applications for those wishing to serve on the committee. He continued saying one seat is open and the deadline for submission is 5pm on September 2nd and citizens could visit the city website for more information.

Building Official Billy Staten provided the monthly statistics report for the building department.

Mayor Roy Edgington mentioned that the city was having trouble getting concrete for the park.

4. PROCLAMATIONS BY THE MAYOR

Mayor Roy Edgington recognized Aianna Castro and Kailani Needham and for the message to be Brave and

speaking out against bullying in the community, providing an outlet for youth struggling with bullying. He announced Be Brave day on Sept. 4th for the City of Fernley.

Kailena Needham and Aianna Castro thanked the mayor for announcing Be Brave Day.

5. ORDINANCES

5.1. (For possible action) Second Reading and Public Hearing, Bill #310 (ANX22001)

Consideration and possible action on Bill #310 as an ordinance to annex approximately 685.51 acres into the City of Fernley, generally located southeast of Interstate 80, east of Nevada Pacific Parkway, and west of the Fernley Wildlife Management Area (APN: 021-201-01). Upon annexation, the zoning shall convert from the Lyon County zoning designation of M-1 (General Industrial) to a City of Fernley zoning designation of I (Industrial).

Planning Director Tim Thompson provided a summary of the project outlined for annexation.

Mayor Edgington opened this item for public comment. There was no one to speak on this item.

Motion: MOVE TO ADOPT BILL #310 A GENERAL ORDINANCE FOR THE ANNEXATION REQUEST ASSOCIATED WITH ANX22001 BASED ON FINDINGS AX1 THROUGH AX 4 AND THE FACTS SUPPORTING THESE FINDING AS SET FORTH IN THE STAFF REPORT. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilwoman McKay, **Absent:** Councilman Torres.

5.2. (For possible action) Public Hearing, Resolution #22-015 (MPA22002)

Consideration and possible action on Resolution #22-015 as a resolution for a Master Plan Amendment Request from Mark IV Capital to change the land use designation of parcel APN: 021-211-02 from Commercial to Industrial.

Planning Director Tim Thompson summarized the project from Mark IV Capital for a Master Plan Amendment.

Mayor Edgington opened this item for public comment. There was no one to speak on this matter.

Motion: MOVE TO CERTIFY RESOLUTION #22-015 TO APPROVE THE COMPREHENSIVE MASTER PLAN AMENDMENT ASSOCIATED WITH MPA 22002 BASED ON THE FINDINGS MP1 THROUGH MP3 AND THE FACTS SUPPORTING THOSE FINDINGS AS SET FORTH IN THE STAFF REPORT. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilwoman McKay, **Absent:** Councilman Torres.

5.3. (For possible action) Second Reading and Public Hearing, Bill #313 (ZMA22005)

Consideration and possible action on Bill #313 as an ordinance for a Zoning Map Amendment request from Mark IV Capital to change the zoning of two parcels of land (APN's 021-211-02 & 021-211-03) from RR1 (Rural Residential, 1-acre minimum lot size) to I (Industrial).

Planning Director Tim Thompson explained the proposed zoning map amendment request for Bill #313.

Mayor Edgington opened this item for public comment. There was no one to speak on this item.

Motion: MOVE TO ADOPT BILL #313 A GENERAL ORDINANCE FOR ZONING MAP AMENDMENT ASSOCIATED WITH ZMA22005 BASED ON FINDINGS Z1 THROUGH Z3 AND THE FACTS SUPPORTING THESE FINDINGS AS SET FORTH IN THE STAFF REPORT. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilwoman McKay, **Absent:** Councilman Torres.

6.1 was heard next.

5.4. (For possible action) First Reading, Introduction of Bill #312 (ZMA22006)

Consideration and possible action to introduce Bill #312 as an ordinance for a Zoning Map Amendment request from Wood Rodgers, Inc to change the zoning of parcel APN: 021-041-09 from SF6 (residential single-family - 6,000 square feet), SF12 (residential single-family - 12,000 square feet) and C1 (neighborhood commercial) to MDR14 (medium density residential - 14 dwelling units per acre).

This item was heard after item 7.1.

Planning Director Tim Thompson read the introduction for Bill #312 and asked for the Public Hearing to be set for August 17, 2022 City Council Meeting. Councilman Lau introduced Bill #312.

6. STAFF REPORTS

6.1. Possible action and discussion regarding the recruitment of the City Manager position, including, but not limited to, job description, ordinances, job title, organizational chart, etc.

Mayor Edgington reported that the city has received 3 applicants to date. The city is still actively recruiting and accepting applicants through August 19th at 5pm.

7. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS:

7.1. For possible action and discussion regarding a future agenda item to increase the Water Utility Base Rate. (Councilman Lau)

Councilman Lau asked for 1,000 more gallons of water to be allowed to citizens to green up their lawns.

Councilwoman Zoberski asked how adjusting the allowance would affect the water conservation plans.

Motion: MOVE TO HAVE STAFF LOOK AT GIVING THE CITIZENS ANOTHER ONE THOUSAND GALLONS OF WATER AND SEE WHAT THE IMPACT WOULD BE FROM REDUCING THE COST OF THE FIRST 1000 GALLONS TO ZERO FOR RESIDENTIAL USE ONLY. **Action:** Approve, **Moved by** Councilman Lau, **Seconded by** Councilman Lacy. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilman Lacy, Councilwoman Zoberski, Councilman Lau, Councilwoman McKay, **Absent:** Councilman Torres.

Item 5.4 was heard next.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

There were none.

9. PUBLIC FORUM

There were none.

10. ADJOURNMENT

Mayor Edgington announced there would be a Planning Commission meeting on August 10th at 5pm in the chambers. The Fernley Senior Citizens Advisory Committee would be meeting August 12th at 9am in the chambers and the Fernley City Council Meeting will be on August the 17th at 5pm. He invited the residents of Fernley to join him for Coffee with the Mayor on August 25th from 6pm to 8pm in the chambers.

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:04 PM.

Approved by the Fernley City Council on August 17, 2022, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Roy Edgington

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origination date = 07/28/2022-08/10/2022

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Quanta Telecommunication Solutio	James Bleak/Mike H	1242 Glendale Ave.	Sparks	NV	89431	775-560-9800	Telecommunication Sale	
Airtec Gases LLC	Carey R Chuck Groh	2900 S Highlands Dr. Ste 19	Las Vegas	NV	89109	702-454-2400	Contractor	Delivery of medical gases
All Points Grill	Aaron & Michelle Wil	135 W Main St	Fernley	NV	89408	775-217-0860	Restaurant/Fast Food/Fo	Restaurant
Chloe's Cleaning LLC	Chloe-Anje Alicia Da	756 G Street	Fernley	NV	89408	775-217-4116	Cleaning Services	Office and house cleaning
Kristin McFarlane Photography	Kristin McFarlane	199 Desert Springs Ln	Fernley	NV	89408	775-771-3023	Photography	Photography
Churchill County Telephone	Churchill County	899 South Maine Street	Fallon	NV	89406	775-423-7171 x1	Contractor	Installer of telecommunications
PPAS-LV, LLC	Ronald R Bennet,Jr/	6445 W. Sunset Road #118	Las Vegas	NV	89118	702-373-7665	Contractor	Swimming pool & spa Contract
3130 Fairview, LLC	3130 Fairview, LLC	1330-1480 Highway 95A Nort	Fernley	NV	89408	805-781-9100	Property Rentals	Commercial property rentals
Grand Totals:								8

Report Criteria:

License.Status = "Active"

Business.Origination date = 07/28/2022-08/10/2022



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 17, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes:X No:	Yes:X No:	510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Jewell F. McCullar, Jr. & Jenni L. McCullar, Trustees of the McCullar Family Trust, APN 020-354-04, TCID serial number 1054-1-D in the amount of 22.05-acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Jewell F. McCullar, Jr. & Jenni L. McCullar, Trustees of the McCullar Family Trust, APN 020-354-04, TCID serial number 1054-1-D in the amount of 22.05-acre feet.

RECOMMENDED MOTION:

"I move to authorize the to authorize the execution of the Water Right Banking and Dedication Agreement Jewell F. McCullar, Jr. & Jenni L. McCullar, Trustees of the McCullar Family Trust, APN 020-354-04, TCID serial number 1054-1-D in the amount of 22.05-acre feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could choose to reject the dedication of water rights. This alternative is not recommended by staff and would be contrary to existing city policies.

BACKGROUND:

It is policy for the City of Fernley to have City Council approve all water right dedication agreements.

Jewell F. McCullar, Jr. & Jenni L. McCullar is proposing to dedicate 22.05 acre-feet of water rights appurtenant to APN 020-354-04 (TCID Serial Number 1054-1-D) to the City of Fernley and immediately assign its interest in the water to ERGS, Inc. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035 requires developers to dedicate sufficient water rights to support their proposed development projects. Water dedicated to the City and banked under a banking agreement such as the one proposed here may be used to meet that requirement.

FINANCIAL IMPLICATIONS:

This dedication is being made to support future will serve commitment requests. Pursuant to prior Council direction on December 3, 2014, the City will cover all legal and engineering costs associated with the dedication

ATTACHMENTS:

1. McCullar Trust Dedication Agreement
2. McCullar Trust Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 20__ (this “Agreement”), by and between Jewell F. McCullar, Jr. & Jenni L. McCullar, Trustees of the McCullar Family Trust dated December 16, 2008, (the “Dedicator”) and the City of Fernley, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

RECITALS

WHEREAS, the City owns and operates a water distribution system located in the City of Fernley, Lyon County; and

WHEREAS, the Dedicator desires to transfer certain water rights to the City as described in Section 2 of this Agreement (the “Water Rights”), to be reserved and credited towards future water utility service requirements; and

WHEREAS, the City is willing to accept the Water Rights to be utilized by the Dedicator for future development requirements within the City’s water utility service area, as it may change from time to time; and

WHEREAS, the Dedicator may desire to assign its rights to apply the Water Rights towards future water utility service requirements to an assignee (the “Assignee”); and

WHEREAS, the City will accept the Water Rights in lieu of the provision of new water rights when an application for water utility service is made in the future by the Dedicator or the Assignee, thereby satisfying one of the pre-conditions for water utility service (i.e. the provision of a water right).

NOW, THEREFORE, it is hereby agreed between the Dedicator and City as follows:

1. **Dedication of Water Rights and Facilities.** The Dedicator hereby agrees to dedicate the Water Rights to the City. The Dedicator and the Assignee agree and understand that dedication of the Water Rights is a condition precedent to receiving a will-serve commitment for water utility service from the City. The parties further agree that:
 - (a) The quantity of surface or ground water rights reasonably necessary to insure an adequate water supply to the subject property is independently determined by the City. The Dedicator and Assignee understand and agree that the determination of the quantity of surface or ground water rights necessary to serve any proposed development will be made at such time as the Dedicator or Assignee request a will serve commitment for the development in accordance with the ordinances,

resolutions, statutes, standards, and policies in effect at the time the request for a will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

- (b) Any facilities for water treatment, supply, storage, transmission and distribution, treatment and disposal, and appurtenances (such as wells, pipelines, pumps and storage tanks), located within or outside of the property for which future will-serve commitments are sought, that are requested and which are reasonably necessary to insure an adequate water supply to the property, will be constructed by the Dedicator or the Assignee, and dedicated to the City; and
- (c) Any easement or legal access reasonably necessary to insure an adequate water supply to the property will also be dedicated from the Dedicator or the Assignee to the City as part of the grant of will-serve commitments.

2. **Dedicated Water Rights.** The Water Rights dedicated by this Agreement are described as follows:

A Twenty-Two and Five one-hundredths (22.05) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1054-1-D. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-354-04 and further described in that certain Grant, Bargain, and Sale Deed recorded in the official records of Lyon County on January 31, 2002 as Document No. 505341.

3. **Revegetation Requirements.** As a condition of receiving water right dedications in exchange for utility service, any lands which are being irrigated within the existing place of use of the Dedicated Water Rights, and which will no longer be a place of use of the Dedicated Water Rights, must be re-vegetated pursuant to a re-vegetation plan approved by the City. The intent of this requirement is to prevent formerly irrigated lands from becoming dust and erosion hazards when the land is no longer irrigated. This requirement does not apply to land which is the existing place of use if that land will become a subdivision, or other use that will maintain ground cover.

- (a) As part of any dedication, the City will determine whether revegetation of formerly irrigated land is required, and if re-vegetation is required, the Dedicator of the water rights, or its assignee, will submit a plan for re-vegetation that will be reviewed and approved by the City.
- (b) A re-vegetation plan must be prepared by a qualified agricultural engineer or the equivalent, and must outline the method by which permanent ground cover will be established. The re-vegetation plan shall provide for the application of a suitable

seed mixture susceptible to natural germination in the climatic conditions existing on the formerly irrigated land. The re-vegetation plan shall be deemed fully performed upon the first to occur of the following:

- (i) The City's written confirmation that the re-vegetation plan has been fully performed or
 - (ii) The Dedicator or its assignee, as the case may be, diligently and in compliance with the re-vegetation plan causes not less than two applications of the approved seed mixture to be placed upon the formerly irrigated land without success during a period of thirty (30) months following the date of dedication of the applicable water rights.
- (c) The goal of a re-vegetation plan is to establish natural ground cover that will limit dust and erosion and can be sustained in Fernley's climatic conditions without human assistance.
- (d) For each water right that is dedicated to the City of Fernley from land that it is determined by the City to require re-vegetation, the City of Fernley will hold back a portion of the water right, in an amount equal to ten (10) percent of the total water right, from the issuance of will serve commitments until the City of Fernley has approved the actual re-vegetation of the property at issue. Once the City of Fernley has approved the actual re-vegetation on a former place of use for a dedicated water right, the ten (10) percent portion of the Water Right held back pursuant to this section will be made available for future will serve commitments.
4. **Annexation.** If water utility service is requested by the Dedicator or the Assignee from the City outside the city limits of the City, and the Dedicator or the Assignee desires to use the Water Rights to satisfy the water right dedication requirements for water utility service, the City will determine whether it is appropriate to annex that property, and will only provide water utility service if the area is annexed into the City.
- (a) If annexation is necessary, the Dedicator or the Assignee is responsible for any and all annexation costs and fees in the same manner as any other person or entity requesting that property be annexed to the City.
 - (b) If annexation is necessary, all line extensions, water distribution systems and upgrades shall be constructed to the standard required by the City, and the Dedicator or Assignee shall pay all hook-up fees and complete all required improvements that the City determines are reasonably necessary to service the property.
5. **Banking.** The Water Rights dedicated to the City under this Agreement shall be available for use in the satisfaction of the water right dedication requirement that is a pre-condition to receiving water utility service from the City. Once the water rights have been dedicated

to the City, the City will maintain those rights in an account as a credit for the Dedicator for the term of this agreement, including any renewal period.

- (a) During the term of this agreement, including any renewal period, the Dedicator and the Assignee may request will-serve commitments for water utility service from the City. The Water Rights that are held by the City pursuant to this Agreement may be used to satisfy the water dedication requirement that exists at the time of the request for the will-serve commitments.
 - (b) **Place of Will-Serve Commitments.** The Dedicator and the Assignee may request will-serve commitments for water utility service from the City anywhere within the City's water utility service area. Will-serve commitments may be requested for property to which the Water Rights are not appurtenant.
 - (c) **Assignment of Banked Credits.** The Dedicator's banked credits that are held in an account with the City may be assigned to an Assignee. Upon the execution of an assignment agreement with the Assignee, the City will allow the Assignee to receive the credits as satisfaction of the water right dedication requirement in existence when the Assignee applies for will-serve commitments from the City for water utility service.
 - (d) **City Consent to Assignment.** The assignment of banked credits includes the assignment of all rights and obligations under this Agreement, and requires the consent of the City. An assignment of banked credits created by this Agreement is invalid without the City's consent. Consent may only be withheld by the City if the Assignee does not agree to comply with the terms of this Agreement. All fees and costs assessed against banked water rights, if any, shall be paid to the City prior to any assignment of banked credits. No assignment agreement will be valid unless and until such costs are reimbursed.
 - (e) **Reduction in Banked Credits.** The City will file an application to change the manner of use and place of use of the Water Rights to municipal uses in the City's water utility service area. If the State Engineer determines, or if appeal from such a ruling by the State Engineer determines, that the total number of acre-feet that can be used by the City for municipal uses in its water utility service area is less than the amount of Water Rights that are dedicated under this Agreement, the City will reduce the credits that are accounted to the Dedicator by the amount of the reduction in the State Engineer's ruling, or in the appeal from such a ruling.
6. **Change Applications.** Dedicator recognizes that the manner of use and place of use of the Water Rights must be changed to allow for municipal use in the City. Change applications that change the points of diversion, manner and place of use of the Water Rights will be prepared so that the Water Rights may be utilized for municipal purposes

within the City's water utility service area as its boundaries are currently set and as they may be expanded through annexation.

- (a) At the option of the Dedicator, the City may prepare all required change applications.
 - (b) If the Dedicator elects to prepare the required change applications, they must be completed, along with appropriate maps and documentation, to the City's satisfaction and delivered to the City for submittal to the State Engineer by and on behalf of the City.
 - (c) The City shall pay all associated statutory fees relating to the filing and approval of the Change Application, including but not limited to the application filing fees, permit fees, and certificate fees.
7. **Use of Dedicated Water Rights.** Dedicator and Assignee agree and acknowledge that the City receives the dedication of Water Rights that are the subject of this agreement free and clear of any encumbrances or liens and that as a result of such dedication the City shall be the sole holder of legal title to such Water Rights. Accordingly, the City may perform any action that a holder of such Water Rights is legally allowed to perform including, without limitation, hypothecation, rental, or lease of the dedicated Water Rights to a third party; and any revenue collected pursuant to such agreements may be utilized by the City at its sole and complete discretion. The parties agree that the City may, by contract or written agreement, permit the use of the Water Rights by other governmental entities, public or private utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer service. The Parties agree that in exchange for the dedication of Water Rights pursuant to this Agreement, the Dedicator or Assignee shall have the ability, pursuant to Section 5, to use the dedicated Water Rights to satisfy the water right dedication requirement that is a pre-condition to receiving water utility service from the City, however, nothing in this agreement shall be construed as creating an encumbrance or lien on the title of the dedicated Water Rights in favor of Dedicator or Assignee. The Parties further agree that the City reserves the right to satisfy its obligation to provide water service to Dedicator or Assignee in any manner that the City, at its sole discretion and consistent with Nevada Law and the Fernley Municipal Code, determines best serves the interests of the City water system.
8. **Facilities Standards.** Any facilities that are subject to this Agreement shall be designed and constructed in accordance with standards and other requirements prescribed by the City as a condition to provision of water utility service.
9. **Approval of Service Conditional.** Every will-serve notification and administrative approval of applications for water utility service is conditioned upon the acceptance of the dedication, and the satisfaction of all other service requirements that are established by local ordinance or state law. Any application or renewal, including applications for extension of will-serve commitments is subject to the provisions herein. The parties agree that:

- (a) The City is the final authority in determining the number of will-serve commitments which may be granted by the City; and
 - (b) The City is the final authority regarding the number of will serves that may be serviced by the Water Rights for any development. Such determination shall be based on the criteria established by the City and further established by the State Engineer.
10. **Term of Agreement.** The term of this Agreement shall be for a period of twenty-five (25) years and shall be renewable for one successive twenty-five (25) year period upon application of the Dedicator or the Assignee, and the approval of the City.
- (a) It is further understood and agreed between the City and the Dedicator that the Parties must agree to renew this agreement for the subsequent twenty-five year period. The City's decision to approve or reject a renewal of this agreement must be made pursuant to a vote by the Fernley City Council.
 - (b) The City may reject approval of a renewal of this Agreement **only** if:
 - (i) The City sends notice of the expiration of the initial twenty-five year term to the record owner of the Water Rights and receives no response within thirty (30) days of such notice; and
 - (ii) The Dedicator has not complied with the obligations included in this Agreement or does not agree to comply with the obligations of this Agreement during the renewal term of this Agreement.
 - (c) In the event that this Agreement is terminated, or expires pursuant to the provisions of this section, the City shall retain the title to the Water Rights, regardless of whether the Water Rights have been credited to an existing will-serve commitment.
11. **Notice.** Any notice required pursuant to this Agreement shall be sent via certified mail to the address listed below. Each Party is responsible for informing the other Party of any change in address. Notices from the City, including but not limited to notice of expiration of the 25-year term of this Agreement, shall be made to the address listed below, or to an updated address provided by the Dedicator or Assignee.

Dedicator

ERGS Inc. (Assignee)

9345 Lemmon Dr.

Reno, NV 89506

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

- (a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument.
- (b) **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada.
- (c) **Venue.** Any action or proceeding concerning the rights or responsibilities of the parties to this Agreement shall be heard and entertained in the State district court in Lyon County, Nevada.
- (d) **Entire Agreement.** This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, including without limitation, that certain memorandum of understanding between the parties. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- (e) **Survivability.** The parties' rights and responsibilities under this Agreement shall survive the conveyance of the Water Rights by the Dedicator to the City.
- (f) **Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- (g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any

right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.
- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
 - (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
 - (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall warrant that it is the legal owner of the Water Rights.

- (m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of any claims, damages or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed, arising from, by reason of or in connection with any part or portion of this Agreement. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the water rights transferred herein except as provided in this Agreement. Dedicator acknowledges that in the event that any claim or dispute relating to the title of the water rights renders such water rights unusable within, or unavailable to, the City's water delivery system, the City may, at its sole discretion and in addition to any other remedies provided for by law, rescind this Agreement and withhold the will-serve commitments provided for herein. In the event that such will-serve commitments have already been issued, the City, in addition to any other remedies provided by law, may require Dedicator or Assignee, jointly or severally, to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Dedicator or Assignee have a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement.
- (n) **Attorney's Fees.** In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

[signature page follows]

Agreed upon the date set forth above between the following parties:

City of Fernley

Mayor of Fernley

Date

Attested:

City Clerk

Dedicator

Jewell F. McCullar, Jr., Trustee

Date

Jenni L. McCullar, Trustee

Date

Assignee

By signing above, Dedicator hereby assigns all of its interest in the forgoing agreement to the Assignee identified below who by executing this document agrees to assume all obligations of Dedicator hereunder.

ERGS, INC., a Nevada corporation

Gregory F. Peek, President

Date

The undersigned hereby affirms that there is no Social Security number contained in this document

LYON CO. APN: 020-354-04

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2022, to convey the below-mentioned water rights from JEWELL F. MCCULLAR, JR. & JENNI L. MCCULLAR, Trustees of the MCCULLAR FAMILY TRUST dated December 16, 2008, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE").

WITNESSETH:

That said GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the GRANTEE, and to their successors, heirs, and assigns forever, all of GRANTOR's right, title, and interest in and to those certain waters and water rights situate in Lyon County, State of Nevada, as described as follows, to wit:

A Twenty-Two and Five one-hundredths (22.05) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1054-1-D. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-354-04 and further described as follows:

Lot 3, Block 1, as ashown on the official map of FLYING CIRCLE RANCH ESTATES, recorded in the official records of Lyon County, Nevada on August 2, 1978, as Document No. 39323.

*This legal description appeared previously in Document No. 505341,
recorded on April 9, 2013, Official Records of Lyon County, Nevada.*

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues, or profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights and the appurtenances, unto the said GRANTEE, and to their successors and assigns forever.

IN WITNESS WHEREOF the GRANTOR has hereunto executed this WATER RIGHTS GRANT, BARGAIN, & SALE DEED the day and year first written above.

DATED this ____ day of _____, 2022.

GRANTOR:

BY: _____
Jewell F. McCullar, Jr., Trustee

BY: _____
Jenni L. McCullar, Trustee

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by Jewell, F. McCullar, Jr.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by
Jenni L. McCullar.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 17, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

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

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to Approve the Will-Serve Request from Norman Ventures NV, LLC (GNCU) for .3 ERC's for Water and 1.1 ERC's for Sewer for Great Nevada Credit Union TI for Lyon County Parcel 021-232-67 located on East Newlands Fernley, NV 89408

AGENDA ITEM BRIEF:

1. Norman Ventures NV, LLC (GNCU) is seeking a Will-Serve for GNCU tenant improvements in Fernley, NV.
2. This project requires .3 ERC's of water, which is equal to .336 acre-ft, for water and 1.1 ERC's for sewer for GNCU tenant improvements.
3. Great Nevada Credit Union has 1.87-acre feet of beneficial interest in water rights.

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Norman Ventures NV, LLC (GNCU) for .3 ERC's for Water and 1.1 ERC's for Sewer for Great Nevada Credit Union TI for Lyon County Parcel 021-232-67 located on East Newlands 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

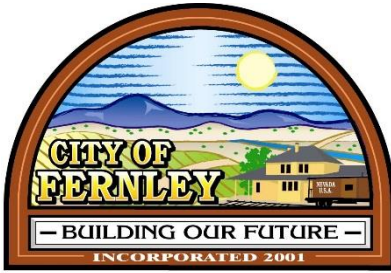
BACKGROUND:

As of August 2022, Great Nevada Credit Union has a beneficial interest of 1.87 AF. A portion of that is going to be used for tenant improvements to Great Nevada Credit Union for additional office spaces at Lyon County Parcel 021-232-67 located on East Newlands, parking lot of Walmart Fernley, NV 89408

After the issuance of this will serve Great Nevada Credit Union will have 1.534 AF of water left for future development.

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

1. 2022.08.17 Will Serve Norman Ventures (GNCU)



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: Norman Ventures NV, LLC (GNCU) Development/ project or property located at 1510 East Newlands Fernley, Nevada with .3 water connections and/or 1.1 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 \$7,000.00 per unit for water and \$5,000.00 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# 021-232-67

Fernley City Council Approved Will-Serve on Aug 17th, 2022

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 17, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X No:

CURRENTLY BUDGETED:

Yes:X No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to authorize the execution of the Water Right Banking and Dedication Agreement with Greg Ackerman and Rhonda Ackerman, APN 020-125-19, TCID serial number 1028-3-26 in the amount of .79 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Greg Ackerman and Rhonda Ackerman, APN 020-125-19, TCID serial number 1028-3-26 in the amount of .79 acre feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement with Greg Ackerman and Rhonda Ackerman, APN 020-125-19, TCID serial number 1028-3-26 in the amount of .79 acre feet.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could choose to reject the dedication of water rights. This alternative is not recommended by

staff and would be contrary to existing city policies.

BACKGROUND:

It is policy for the City of Fernley to have City Council approve all water right dedication agreements.

Greg and Rhonda Ackerman are proposing to dedicate .79 acre-feet of water rights appurtenant to APN 020-125-19 (TCID Serial Number 1028-3-26) to the City of Fernley. The deed and dedication package was reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 32.09.035 requires developers to dedicate sufficient water rights to support their proposed development projects. Water dedicated to the City and banked under a banking agreement such as the one proposed here may be used to meet that requirement.

FINANCIAL IMPLICATIONS:

This dedication is being made to support future will serve commitment requests. Pursuant to prior Council direction on December 3, 2014, the City will cover all legal and engineering costs associated with the dedication.

ATTACHMENTS:

1. Ackerman Dedication Agreement
2. Ackerman Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 20__ (this “Agreement”), by and between GREG ACKERMAN and RHONDA ACKERMAN, husband and wife, (the “Dedicator”) and the City of Fernley, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

RECITALS

WHEREAS, the City owns and operates a water distribution system located in the City of Fernley, Lyon County; and

WHEREAS, the Dedicator desires to transfer certain water rights to the City as described in Section 2 of this Agreement (the “Water Rights”), to be reserved and credited towards future water utility service requirements; and

WHEREAS, the City is willing to accept the Water Rights to be utilized by the Dedicator for future development requirements within the City’s water utility service area, as it may change from time to time; and

WHEREAS, the Dedicator may desire to assign its rights to apply the Water Rights towards future water utility service requirements to an assignee (the “Assignee”); and

WHEREAS, the City will accept the Water Rights in lieu of the provision of new water rights when an application for water utility service is made in the future by the Dedicator or the Assignee, thereby satisfying one of the pre-conditions for water utility service (i.e. the provision of a water right).

NOW, THEREFORE, it is hereby agreed between the Dedicator and City as follows:

1. **Dedication of Water Rights and Facilities.** The Dedicator hereby agrees to dedicate the Water Rights to the City. The Dedicator and the Assignee agree and understand that dedication of the Water Rights is a condition precedent to receiving a will-serve commitment for water utility service from the City. The parties further agree that:
 - (a) The quantity of surface or ground water rights reasonably necessary to ensure an adequate water supply to the subject property is independently determined by the City. The Dedicator and Assignee understand and agree that the determination of the quantity of surface or ground water rights necessary to serve any proposed development will be made at such time as the Dedicator or Assignee request a will serve commitment for the development in accordance with the ordinances,

resolutions, statutes, standards, and policies in effect at the time the request for a will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

- (b) Any facilities for water treatment, supply, storage, transmission and distribution, treatment and disposal, and appurtenances (such as wells, pipelines, pumps and storage tanks), located within or outside of the property for which future will-serve commitments are sought, that are requested and which are reasonably necessary to insure an adequate water supply to the property, will be constructed by the Dedicator or the Assignee, and dedicated to the City; and
- (c) Any easement or legal access reasonably necessary to ensure an adequate water supply to the property will also be dedicated from the Dedicator or the Assignee to the City as part of the grant of will-serve commitments.

2. **Dedicated Water Rights.** The Water Rights dedicated by this Agreement are described as follows:

A seventy-nine one-hundredths (0.79) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1028-3-26. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-125-19 and further described in that certain Grant Deed recorded in the official records of Lyon County on January 14, 1987 as Document No. 104894.

3. **Revegetation Requirements.** As a condition of receiving water right dedications in exchange for utility service, any lands which are being irrigated within the existing place of use of the Dedicated Water Rights, and which will no longer be a place of use of the Dedicated Water Rights, must be re-vegetated pursuant to a re-vegetation plan approved by the City. The intent of this requirement is to prevent formerly irrigated lands from becoming dust and erosion hazards when the land is no longer irrigated. This requirement does not apply to land which is the existing place of use if that land will become a subdivision, or other use that will maintain ground cover.

- (a) As part of any dedication, the City will determine whether revegetation of formerly irrigated land is required, and if re-vegetation is required, the Dedicator of the water rights, or its assignee, will submit a plan for re-vegetation that will be reviewed and approved by the City.
- (b) A re-vegetation plan must be prepared by a qualified agricultural engineer or the equivalent and must outline the method by which permanent ground cover will be established. The re-vegetation plan shall provide for the application of a suitable seed mixture susceptible to natural germination in the climatic conditions existing

on the formerly irrigated land. The re-vegetation plan shall be deemed fully performed upon the first to occur of the following:

- (i) The City's written confirmation that the re-vegetation plan has been fully performed or
 - (ii) The Dedicator or its assignee, as the case may be, diligently and in compliance with the re-vegetation plan causes not less than two applications of the approved seed mixture to be placed upon the formerly irrigated land without success during a period of thirty (30) months following the date of dedication of the applicable water rights.
- (c) The goal of a re-vegetation plan is to establish natural ground cover that will limit dust and erosion and can be sustained in Fernley's climatic conditions without human assistance.
- (d) For each water right that is dedicated to the City of Fernley from land that it is determined by the City to require re-vegetation, the City of Fernley will hold back a portion of the water right, in an amount equal to ten (10) percent of the total water right, from the issuance of will serve commitments until the City of Fernley has approved the actual re-vegetation of the property at issue. Once the City of Fernley has approved the actual re-vegetation on a former place of use for a dedicated water right, the ten (10) percent portion of the Water Right held back pursuant to this section will be made available for future will serve commitments.
4. **Annexation.** If water utility service is requested by the Dedicator or the Assignee from the City outside the city limits of the City, and the Dedicator or the Assignee desires to use the Water Rights to satisfy the water right dedication requirements for water utility service, the City will determine whether it is appropriate to annex that property and will only provide water utility service if the area is annexed into the City.
- (a) If annexation is necessary, the Dedicator or the Assignee is responsible for any and all annexation costs and fees in the same manner as any other person or entity requesting that property be annexed to the City.
 - (b) If annexation is necessary, all line extensions, water distribution systems and upgrades shall be constructed to the standard required by the City, and the Dedicator or Assignee shall pay all hook-up fees and complete all required improvements that the City determines are reasonably necessary to service the property.
5. **Banking.** The Water Rights dedicated to the City under this Agreement shall be available for use in the satisfaction of the water right dedication requirement that is a pre-condition to receiving water utility service from the City. Once the water rights have been dedicated

to the City, the City will maintain those rights in an account as a credit for the Dedicator for the term of this agreement, including any renewal period.

- (a) During the term of this agreement, including any renewal period, the Dedicator and the Assignee may request will-serve commitments for water utility service from the City. The Water Rights that are held by the City pursuant to this Agreement may be used to satisfy the water dedication requirement that exists at the time of the request for the will-serve commitments.
 - (b) **Place of Will-Serve Commitments.** The Dedicator and the Assignee may request will-serve commitments for water utility service from the City anywhere within the City's water utility service area. Will-serve commitments may be requested for property to which the Water Rights are not appurtenant.
 - (c) **Assignment of Banked Credits.** The Dedicator's banked credits that are held in an account with the City may be assigned to an Assignee. Upon the execution of an assignment agreement with the Assignee, the City will allow the Assignee to receive the credits as satisfaction of the water right dedication requirement in existence when the Assignee applies for will-serve commitments from the City for water utility service.
 - (d) **City Consent to Assignment.** The assignment of banked credits includes the assignment of all rights and obligations under this Agreement and requires the consent of the City. An assignment of banked credits created by this Agreement is invalid without the City's consent. Consent may only be withheld by the City if the Assignee does not agree to comply with the terms of this Agreement. All fees and costs assessed against banked water rights, if any, shall be paid to the City prior to any assignment of banked credits. No assignment agreement will be valid unless and until such costs are reimbursed.
 - (e) **Reduction in Banked Credits.** The City will file an application to change the manner of use and place of use of the Water Rights to municipal uses in the City's water utility service area. If the State Engineer determines, or if appeal from such a ruling by the State Engineer determines, that the total number of acre-feet that can be used by the City for municipal uses in its water utility service area is less than the amount of Water Rights that are dedicated under this Agreement, the City will reduce the credits that are accounted to the Dedicator by the amount of the reduction in the State Engineer's ruling, or in the appeal from such a ruling.
6. **Change Applications.** Dedicator recognizes that the manner of use and place of use of the Water Rights must be changed to allow for municipal use in the City. Change applications that change the points of diversion, manner and place of use of the Water Rights will be prepared so that the Water Rights may be utilized for municipal purposes

within the City's water utility service area as its boundaries are currently set and as they may be expanded through annexation.

- (a) At the option of the Dedicator, the City may prepare all required change applications.
 - (b) If the Dedicator elects to prepare the required change applications, they must be completed, along with appropriate maps and documentation, to the City's satisfaction and delivered to the City for submittal to the State Engineer by and on behalf of the City.
 - (c) The City shall pay all associated statutory fees relating to the filing and approval of the Change Application, including but not limited to the application filing fees, permit fees, and certificate fees.
7. **Use of Dedicated Water Rights.** Dedicator and Assignee agree and acknowledge that the City receives the dedication of Water Rights that are the subject of this agreement free and clear of any encumbrances or liens and that as a result of such dedication the City shall be the sole holder of legal title to such Water Rights. Accordingly, the City may perform any action that a holder of such Water Rights is legally allowed to perform including, without limitation, hypothecation, rental, or lease of the dedicated Water Rights to a third party; and any revenue collected pursuant to such agreements may be utilized by the City at its sole and complete discretion. The parties agree that the City may, by contract or written agreement, permit the use of the Water Rights by other governmental entities, public or private utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer service. The Parties agree that in exchange for the dedication of Water Rights pursuant to this Agreement, the Dedicator or Assignee shall have the ability, pursuant to Section 5, to use the dedicated Water Rights to satisfy the water right dedication requirement that is a pre-condition to receiving water utility service from the City, however, nothing in this agreement shall be construed as creating an encumbrance or lien on the title of the dedicated Water Rights in favor of Dedicator or Assignee. The Parties further agree that the City reserves the right to satisfy its obligation to provide water service to Dedicator or Assignee in any manner that the City, at its sole discretion and consistent with Nevada Law and the Fernley Municipal Code, determines best serves the interests of the City water system.
8. **Facilities Standards.** Any facilities that are subject to this Agreement shall be designed and constructed in accordance with standards and other requirements prescribed by the City as a condition to provision of water utility service.
9. **Approval of Service Conditional.** Every will-serve notification and administrative approval of applications for water utility service is conditioned upon the acceptance of the dedication, and the satisfaction of all other service requirements that are established by local ordinance or state law. Any application or renewal, including applications for extension of will-serve commitments is subject to the provisions herein. The parties agree that:

- (a) The City is the final authority in determining the number of will-serve commitments which may be granted by the City; and
 - (b) The City is the final authority regarding the number of will serves that may be serviced by the Water Rights for any development. Such determination shall be based on the criteria established by the City and further established by the State Engineer.
10. **Term of Agreement.** The term of this Agreement shall be for a period of twenty-five (25) years and shall be renewable for one successive twenty-five (25) year period upon application of the Dedicator or the Assignee, and the approval of the City.
- (a) It is further understood and agreed between the City and the Dedicator that the Parties must agree to renew this agreement for the subsequent twenty-five-year period. The City's decision to approve or reject a renewal of this agreement must be made pursuant to a vote by the Fernley City Council.
 - (b) The City may reject approval of a renewal of this Agreement **only** if:
 - (i) The City sends notice of the expiration of the initial twenty-five-year term to the record owner of the Water Rights and receives no response within thirty (30) days of such notice; and
 - (ii) The Dedicator has not complied with the obligations included in this Agreement or does not agree to comply with the obligations of this Agreement during the renewal term of this Agreement.
 - (c) In the event that this Agreement is terminated, or expires pursuant to the provisions of this section, the City shall retain the title to the Water Rights, regardless of whether the Water Rights have been credited to an existing will-serve commitment.
11. **Notice.** Any notice required pursuant to this Agreement shall be sent via certified mail to the address listed below. Each Party is responsible for informing the other Party of any change in address. Notices from the City, including but not limited to notice of expiration of the 25-year term of this Agreement, shall be made to the address listed below, or to an updated address provided by the Dedicator or Assignee.

Dedicator

Greg And Rhonda Ackerman

415 Sycamore St.

Fernley, NV 89408

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

- (a) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument.
- (b) **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada applicable to agreements made and to be performed wholly within the State of Nevada.
- (c) **Venue.** Any action or proceeding concerning the rights or responsibilities of the parties to this Agreement shall be heard and entertained in the State district court in Lyon County, Nevada.
- (d) **Entire Agreement.** This Agreement (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, including without limitation, that certain memorandum of understanding between the parties. This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- (e) **Survivability.** The parties' rights and responsibilities under this Agreement shall survive the conveyance of the Water Rights by the Dedicator to the City.
- (f) **Waivers; Extensions.** No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- (g) **Non-Waiver of Rights.** No failure or delay of either party in the exercise of any

right given to such party hereunder shall constitute a waiver thereof unless the time specified herein for exercise of such right has expired, nor shall any single or partial exercise of any right preclude any other or further exercise thereof or of any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

- (h) **Further Assurances.** The parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence, or confirm the dedication of the above reference water rights or any other agreement contained herein in the manner contemplated hereby.
- (i) **Successors and Assigns: Assignment.** This Agreement shall be binding upon and shall inure to the benefit of each of the City and the Dedicator and to their respective heirs, successors and assigns.
 - (i) The City shall have the right to assign its interest in this Agreement in whole or in part to any successor agency, subsidiary, or entity with jurisdiction to supply water service to customers within the City of Fernley, in which case, the references to the City herein shall include such assignee, and provided that such assignee assumes all of the obligations of the City under this Agreement by written instrument.
 - (ii) Any such assignment shall not relieve any party of its obligations under this Agreement. Any attempt to transfer, convey or assign this Agreement other than as provided herein shall be null and void.
- (j) **Time.** Time is of the essence in respect to each and every particular of this Agreement. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day that the City is open for business, but in no case will the extension be for more than four (4) days.
- (k) **Severability.** The determination that any covenant, agreement, condition or provision of this Agreement is invalid shall not affect the enforceability of the remaining covenants, agreements, conditions or provisions hereof and, in the event of such determination, this Agreement shall be construed as if such invalid covenant, agreement, condition or provision were not included herein.
- (l) **Delivery of Deed and Warranty.** The Dedicator shall deliver a Water Rights Grant Bargain and Sale Deed conveying and dedicating the Water Rights to the City at the time of the execution of this Agreement. Further, the Dedicator shall warrant that it is the legal owner of the Water Rights.

- (m) **Indemnification.** The Dedicator and the Assignee agree, jointly and severally, to indemnify the City at all times and hold the City harmless in respect of any claims, damages or losses (including, without limitation, attorney's fees and costs), whether known or unknown, disclosed or undisclosed, arising from, by reason of or in connection with any part or portion of this Agreement. Dedicator hereby represents and warrants it has not sold, assigned, transferred, conveyed, hypothecated, pledged, or otherwise disposed of or encumbered the water rights transferred herein except as provided in this Agreement. Dedicator acknowledges that in the event that any claim or dispute relating to the title of the water rights renders such water rights unusable within, or unavailable to, the City's water delivery system, the City may, at its sole discretion and in addition to any other remedies provided for by law, rescind this Agreement and withhold the will-serve commitments provided for herein. In the event that such will-serve commitments have already been issued, the City, in addition to any other remedies provided by law, may require Dedicator or Assignee, jointly or severally, to immediately acquire and dedicate to the City the same quantity and quality of water rights as the water rights rendered unusable within, or unavailable to, the City's water delivery system and/or the City may assign any other banked or reserved water rights in which Dedicator or Assignee have a beneficial interest, and that remain uncommitted to will-serve commitments, to the will-serve commitments already issued pursuant to this Agreement.
- (n) **Attorney's Fees.** In the event of any litigation between the parties hereto arising out of this Agreement, or if one party seeks to judicially enforce the terms of this Agreement, the prevailing party shall be reimbursed for all reasonable costs, including, but not limited to, reasonable attorney's fees.

[signature page follows]

Agreed upon the date set forth above between the following parties:

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Greg Ackerman

Date:

Rhonda Ackerman

Date:

The undersigned hereby affirms that there is no Social Security number contained in this document

LYON CO. APN: 020-125-19

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 20__, to convey the below-mentioned water rights from GREG ACKERMAN and RHONDA ACKERMAN, husband and wife, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

WITNESSETH:

That said GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the GRANTEE, and to their successors, heirs, and assigns forever, all of GRANTOR's right, title, and interest in and to those certain waters and water rights situate in Lyon County, State of Nevada, as described as follows, to wit:

A seventy-nine one-hundredths (0.79) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1028-3-26. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-125-19 further described as follows:

Lot 201, Block G, as shown on the map entitled Concord Woods Subdivision Unit No. 2, filed in the office of the County Recorder of Lyon County, Nevada on August 4, 1978, as File No. 39377.

*This legal description appeared previously in Document No. 104894,
recorded on January 14, 1987, Official Records of Lyon County, Nevada.*

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues, or profits thereof.

TO HAVE AND TO HOLD, all and singular, the said water rights and the appurtenances, unto the said GRANTEE, and to their successors and assigns forever.

IN WITNESS WHEREOF the GRANTOR has hereunto executed this WATER RIGHTS GRANT, BARGAIN, & SALE DEED the day and year first written above.

DATED this ____ day of _____, 2022.

GRANTOR:

BY: _____
Greg Ackerman

BY: _____
Rhonda Ackerman

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by Greg Ackerman.

WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by
Rhonda Ackerman.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 17, 2022

REPORT TO: Mayor and City Council

REPORT FROM: April Homme

FINANCIAL IMPACT:	CURRENTLY BUDGETED:	FUND/ACCOUNT:
Yes: X No:	Yes: X No:	100-413-322

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible action to amend the contract between the City of Fernley and the Senior Municipal Court Judge. Services not to exceed \$45,000 a year beginning FY2022-23.

AGENDA ITEM BRIEF:

During the 81st Session of the Nevada Legislature, significant changes were made to the Criminal Justice system, enacting the requirement, starting July 1, 2022, all persons arrested are required to be seen by a Magistrate within 48 hours of being taken into custody. This will require the Senior municipal Court Judge, as well as staff, to work weekends and holidays. Therefore, the court requested an increase in Professional Services of \$15,000 for the Senior Municipal Court Judge's Professional Service Contract. This contract has not been increased in over 3 years.

RECOMMENDED MOTION:

I move to amend the contract between the City of Fernley and the Senior Municipal Court Judge for Services not to exceed \$45,000 a year beginning FY2022-23.

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:

Renegotiate contract

BACKGROUND:

The 1st amendment to this contract is to increase the contract with the Senior Municipal Court Judge to the amount of FORTY-FIVE THOUSAND AND 00/100ths DOLLARS (\$45,000.00) per year, commencing July 01,2022, which said compensation shall be paid monthly, in arrears, at the rate of \$3,750.00 per month, commencing July 01,2022.

On May 18,2022,during the City Council Budget Meeting, the City Council approved the contract increase to total FORTY-FIVE THOUSAND AND 00/100ths DOLLARS (\$45,000.00) per year; an increase of \$15,000 from the previous fiscal year's amount,. Amendment 1 reflects the changes previously approved by the Council.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 176.0611(1) NRS 176.059, 176.0613 and 176.0623

FINANCIAL IMPLICATIONS:

Funds have been budgeted for FY2022/23.

ATTACHMENTS:

1. First Amendment to Judge Agreement FY22-23

**FIRST AMENDMENT TO THE
AGREEMENT FOR MUNICIPAL COURT JUDGE
SERVICES JULY 1, 2022, THROUGH JUNE 30, 2023**

This Agreement is hereby made and entered into this 17th day of August 2022 by and between LORI MATHEUS hereinafter referred to as “Judge” and the CITY OF FERNLEY, a political subdivision of the State of Nevada, hereinafter referred to as “City.”

PART A – COMPENSATION

1. City agrees to pay to the Judge and the Judge agrees to accept as full compensation for the performance of judicial and administrative services as municipal court judge for City under this Agreement:
 - a. **City** agrees to pay Judge for her services as Municipal Court Judge at a rate of FORTY-FIVE THOUSAND AND 00/100ths DOLLARS (\$45,000.00) per year, commencing July 01,2022, which said compensation shall be paid monthly, in arrears, at the rate of \$3,750.00 per month, commencing July 01,2022.
2. The parties may increase the contract amount during the term of the contract by mutual agreement of the parties in writing and approved by the Fernley City Council. In the event that the parties do not agree on an increase, the compensation shall remain as stated above.
3. It is agreed that **Judge** is an independent contractor, not an employee of City. As such, **City** will provide **Judge** with no employee benefits and will make no pay withholdings. There shall be no contributions to the Nevada Public Employee’s Retirement System, the Judicial Retirement Program, health or other insurance benefits, paid time off, workers’ compensation or unemployment insurance.
4. **Judge** is solely responsible for the payment of all taxes on her earnings, and other governmental obligations, including business licenses, and permits.
5. As an officer of the City, **City** agrees to include **Judge** on its liability and insurance coverage for all of **Judge’s** judicial and administrative services rendered by **Judge** in the operation of the Municipal Court and in providing services under this Agreement on behalf of **City**.
6. Judge may determine the schedule of the Municipal Court at her convenience and with the approval of the City Manager.
7. **City** is responsible for all expenses related to the administration of the Municipal Court system.

8. In the event **Judge** is unable to provide the judicial services contemplated herein, **Judge** shall identify and arrange for a qualified pro tem to discharge those duties. A pro tem shall be on the "Judge Pro Tem" list approved by the City Council of **City**. In the event a pro tem judge is required to discharge Judge's duties for more than (4) court days during any calendar year, **Judge** shall be solely responsible for the expenses, fees, and related costs of the pro tem judge in excess of four (4) court days. **Judge** will indemnify and hold **City** harmless from and against any and all claims brought or made by any person seeking compensation for judicial services. **Judge** hereby authorizes **City** to deduct amounts paid by **City** to a pro tem judge from future amounts due **Judge** under this Agreement. This provision does not include and Judge shall not be responsible for pro tem judge services occasioned by reason of participation by Judge in judicial related absences such as training, conferences, meetings, and etc., which attendance and participation shall be at the sole expense and cost of **Judge**, provided however, that to the extent that a training is required or would benefit the office of the Municipal Court Judge, Administrative Assessment funds may be utilized for the payment of expenses of Judge, with the approval of the City Manager.

PART I – AMENDEMENT/CANCELLATION

1. The parties agree that this Agreement can only be amended by agreement of the parties in writing.
2. Judge serves at the pleasure of the City Council. Either party may terminate this Agreement by giving the other thirty (30) days prior written notice.
3. This Agreement may be renewed for the additional terms of one (1) or two (2) years commencing July 1, 2022, at the same or different compensation, as agreed upon by the parties, unless canceled or terminated by the parties as provided herein. Any renewal shall be in writing and must be approved with the same formality as this Agreement.
4. Any notice required or permitted by this Agreement shall be deemed given upon personal delivery to the other party, or by registered or certified mail, addressed to the party at the address stated in the opening paragraph of this Agreement.

This Agreement is approved and entered into this 17th day of August 2022.

City of Fernley

By: Acting City Manager

By: Mayor

Attest:

City Clerk

This Agreement is approved and entered into this ____ day of _____, 2022.

Lori Matheus, Senior Municipal Judge



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 17, 2022

REPORT TO: Mayor and City Council

REPORT FROM: April Homme

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

100-416-550,510-810-550,
520-810-550,100-413-550,
100-414-550,100-425-550,
and 100-417-550

ACTION REQUESTED: Consent

AGENDA ITEM: (For Possible Action):

Possible Action to award a contract for copying and printing services to Pacific Office Automation for lease and use of six (6) multifunctional copiers/printers, supplies, and maintenance. The standard operation rate lease of \$1,979.46 per month plus all black and white and color copies are billed at a flat rate of \$1,290.00 per month for a total lease price of \$3,269.46 per month.

AGENDA ITEM BRIEF:

The current printer/copier lease expires August 20, 2022. The City Staff solicited Request for Proposals from June 06, 2022 through July 06,2022 and received two proposals that met the RFP requirements. The proposed contract is for Pacific Office Automation to provide six (6) multifunctional printer services for the City of Fernley staff. The proposed contract begins July 01,2022 through June 30,2024.

RECOMMENDED MOTION:

I move to approve the contract for copying and printing services to Pacific Office Automation for the lease and use of six (6) multifunctional copiers/printers, supplies, and maintenance. Standard operation rate lease of \$1,979.46 per month plus all black and white and color copies billed at a flat rate of \$1,290.00 per month for total lease price \$3,269.46 per month.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which

legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B).

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

The City of Fernley entered into a Print Services Contract with Konica Minolta August 20, 2018. The contract was bought out by Pacific Office Automation and expires this year on August 20, 2022. City staff solicited proposals for the month of June 2022 through July 2022 for a lease of six multi-functional printers. Two proposals were received and of the two proposals, two (2) proposals met all the minimum equipment specifications, service requirements, supply expectations, management and reporting requirements and submitted a proposal within the deadline.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

Approved in the FY22/23 budget

ATTACHMENTS:

1. Pacific Office short form contract 2022-2024
2. Attachment A Scope of Service
3. Attachment B Fee Schedule POA
4. Insurance Certificate

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

This contract is entered into by City of Fernley and Pacific Office Automation

1. CONTRACT TERM. This Contract shall be effective from July 01, 2022 to June 30, 2024

2. SCOPE OF WORK AND CONSIDERATION. The parties agree that Contractor will provide the services specified:
Lease and use of six Konica Minolta bizhub C450i copiers/printers, supplies, and maintenance.

The City will pay the Contractor a not-to-exceed (NTE) amount of \$3,269.46/month for services as described based on actual time and materials.

3. ASSENT. The parties agree that any attachments are part of this Contract. The parties further agree the Contract provisions supersede any attachment provisions unless there is written evidence of mutual assent.

4. CONTRACT TERMINATION. A default or breach may be declared with or without termination. The following constitutes a default or breach: insolvency by or the Contractor's license is revoked; and/or failure of satisfactory performance within the time requirements.

5. LIMITED LIABILITY. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. 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.

6. 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. 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.

7. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the City from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees, and costs, arising out of any alleged acts or omissions or misconduct of Contractor, its officers, employees, and agents, but not excluding the City's right to participate.

8. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, Contractor is and shall be an independent contractor. 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. Neither Contractor, nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

9. LICENSES AND INSURANCE. Prior to the start of any work, Contractor must provide a Certificate of Insurance for General Liability coverage of \$500,000.00, listed the City as an additional insured. Contractor shall also procure, pay for, 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 agrees to be responsible for payment for obligations not paid by its subcontractors during performance of this Contract.

10. 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.

11. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract 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 Contract unenforceable.

12. ASSIGNMENT/DELEGATION. Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.

13. PUBLIC RECORDS. Information or documents received from Contractor may be open to public inspection and copying.

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

15. GOVERNING LAW; JURISDICTION. This Contract shall be governed by, and construed according to, the laws of the State of Nevada. The parties hereby consent to jurisdiction in Nevada courts.

16. ACKNOWLEDGMENT, EXECUTION & 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 Representative

DATE: _____

LIC # _____

TITLE: _____

ADDRESS: _____

City of Fernley Originating Department

DATE: _____

City Clerk, City of Fernley

DATE: _____

Mayor, City of Fernley

DATE: _____

I. Scope of Service

The selected vendor shall provide to the City all the necessary equipment and services to fulfill its duties and obligations. Duties and obligations include but are not limited to, provision of the following:

- High quality, high performance
- Reliable service, very little downtime
- Easy network printing options
- Quality duplex printing

A list of existing multifunction printers, along with approximate monthly usage can be found in the table below. These machines have scan to network, scan to email, fax, print, copy, color, multiple paper trays, stapler, collate, ability to read and print two-sided documents and 2/3-hole punch.

Make	Model	Average Monthly Print/Copy Volume B/W/Color	Area/Department
Konica Minolta	bizhub C450i	8,582	Main
Konica Minolta	bizhub C450i	3,510	Attorney's Office
Konica Minolta	bizhub C450i	3,819	Municipal Court
Konica Minolta	bizhub C450i	3,561	City Clerk's Office
Konica Minolta	bizhub C450i	6,412	City Manager's Office / HR
Konica Minolta	bizhub C450i	6,353	Public Works

Note: These figures should not be construed as a guarantee of future volume. The City is open to recommendations that will best suit the volume of prints/copies and the City's needs.

II. Services/Requirements – Multi-function Copier/Printer

The City intends to reduce its current footprint of prints and copies, moving and consolidating printer/copier volume to the required multifunction printer machines as noted in these requirements. The City requires six (6) multifunction printer machines to be located at its City Hall building. These six (6) machines will be used by multiple departments including City Clerk's Office, Public Works Department, City Manager's Office, City Attorney's Office,

City Treasurer's Office and the Municipal Court Offices. These machines will be used by various personnel including Administration, Crime Investigation, and Records Management. This machine must have encryption.

Minimum Equipment Specifications:

- Copy, Print, Fax—ability to fax from desktop, Scan to email, Scan to network file folders in PDF format.
- Black/White & Color units- 45-55 ppm (min)
- Paper-Feed Units, normal drawer able to hold a ream of copy paper 8"x11" minimum
- Bypass Tray
- Extra-large capacity paper tray (8.5"x 14" and 11"x17")
- Automatic Paper Selection
- Automatic Tray Switching
- Automatic Document Feeder (ADF)
- Reversing Automatic Document Feeder (RADF)
- Automatic duplexing enabled, the ADF must be a RADF unless the ADF is equipped to accomplish duplex scanning (scan both sides of the original in the same pass)
- Automatic Magnification Selection - enlargement and reduction, image shift capabilities
- Automatic Exposure Selection
- ID Card Copy feature
- Collating and stapling
- 2/3 Hole Punch
- Off Set Stacking
- Same Manufacturer - so they operate similarly
- Standard Print Management Capabilities

Service Requirements:

Minimum service response expectations:

- Click charge needs to include service, repairs, parts, labor, and IT support.
- Response to service requests within 1 hour
- Maintenance/repair calls must be performed within four (4) hours of request for service.
- The maximum allowable downtime for any one piece of equipment is forty-eight (48) hours.
- Vendor assumes all responsibility for hardware performance due to service parts and components.
- Vendor will assume responsibility for disposal of and recycling of all service parts.
- Vendor will supply City with a call completion notification in electronic format.
- A "loaner" machine must be placed in the building for any equipment that cannot be repaired and restored to normal operating service within five (5) days.
- New equipment training within 2 days of install.
- Excluded from the requirements are delays resulting from acts of nature, accidents, or extreme weather conditions.

- The City requires help desk support for all users on all MFP covered by a contract resulting from this RFP. Specifically:
 - Provide a single point of contact for City staff
 - Unlimited phone support on all initial service calls during normal business hours.
 - Unlimited network support during normal business hours, 8:00 A.M. to 4:30 P.M. Monday through Friday, with the exception of statutory holidays.
 - Unlimited onsite training

ATTACHMENT B

FEE SCHEDULE

Pricing

Product Number	Description	Quantity	24-month Lease Price Each	Total Lease Price
AA7R011	bizhub C450i 45 ppm color MFP	6	267.65	1,605.90
AAV5WY7	PC-116 PAPER FEED CABINET	6	12.96	77.76
A2YUWY3	FS-533 Finisher (50-sheet inner staple finisher)	6	21.50	129.00
ACW5WY1	MK-607 mount kit for FS-533	6	1.42	8.52
A3EUW12	PK-519 Punch Kit (2/3 hole - for FS-533)	6	11.57	69.42
A883012	FK-514 FAX KIT (1st/2nd LINES)	6	14.81	88.86
	Flat rate for maintenance and supplies	6	215.00	1,290.00
SUBTOTAL:			544.91	3,269.46

Six (6) bizhub C450i 24 month lease **\$3,269.46**

In addition,

- Maintenance Program includes all parts, labor, toner, staples, and consumables.
- Current Lease final Payment, removal of current equipment, delivery and set up
- Excludes paper

Rate Increases

- No allowance will be made for any rate increase (equipment, supplies, parts, labor) during term of contract. Any proposed increase will make the contract null and void, in which case, vendor will only be paid for products and services throughout the date of termination of contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JD Fulwiler & Co Insurance 5727 S Macadam Ave Portland OR 97239	CONTACT NAME: Holly Pfister PHONE (A/C, No, Ext): 503-977-5854 E-MAIL ADDRESS: hpfister@jdfulwiler.com FAX (A/C, No): 503-977-5854												
INSURED Pacific Office Automation, Inc. 14747 NW Greenbrier Pkwy Beaverton OR 97006	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Travelers Property Casualty Co of America</td><td>NAIC # 25674</td></tr><tr><td>INSURER B: The Travelers Indemnity of America</td><td>25666</td></tr><tr><td>INSURER C: Travelers Indemnity Co of CT</td><td>25682</td></tr><tr><td>INSURER D: The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Travelers Property Casualty Co of America	NAIC # 25674	INSURER B: The Travelers Indemnity of America	25666	INSURER C: Travelers Indemnity Co of CT	25682	INSURER D: The Phoenix Insurance Company	25623	INSURER E:		INSURER F:	
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INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 1344961073**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																			
B	☒ COMMERCIAL GENERAL LIABILITY <table><tr><td>☐ CLAIMS-MADE</td><td>☒ OCCUR</td></tr></table> GEN'L AGGREGATE LIMIT APPLIES PER: <table><tr><td>☐ POLICY</td><td>☒ PRO-JECT</td><td>☒ LOC</td></tr></table> ☒ OTHER: Contract	☐ CLAIMS-MADE	☒ OCCUR	☐ POLICY	☒ PRO-JECT	☒ LOC			6303R105957	10/1/2021	10/1/2022	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<table><tr><td>Y / N</td><td>N / A</td></tr></table>	Y / N	N / A		UB3R29317720I3G	10/1/2021	10/1/2022	<table><tr><td>☒ PER STATUTE</td><td>☐ OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE	☐ OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000									
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A	Employers Liability/WA Stop Gap			CUP3R29524A	10/1/2021	10/1/2022	Limit 1,000,000																			
A	Professional Liability			ZPL71N05748	10/1/2021	10/1/2022	Limit 10,000,000																			
A	Cyber Liability			ZPL71N05748	10/1/2021	10/1/2022	Limit 5,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime/Employee Dishonesty Coverage: Policy #105712268, Travelers, Eff Date 10/1/2021-10/1/2022, Limit \$3,000,000

Stop Gap Liability: Policy# 6303R105957, Travelers, Eff Date 10/1/2021-10/1/2022, Limit \$1,000,000

Certificate holder is an additional insured in respects to the operations of the named insured per policy terms, conditions & exclusions. Form CGD417 applies

CERTIFICATE HOLDER**CANCELLATION**City of Fernley Nevada
595 Silver Lace Blvd
Fernley NV 89408

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 17, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Trisha Conner, Assistant to the City Manager

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: N/A No:

FUND/ACCOUNT:

None.

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Public Hearing: Discussion and possible action to approve the Bill Draft Request (BDR) language for submission to the Legislative Council Bureau regarding the Planning Commission.

AGENDA ITEM BRIEF:

Currently, NRS 278.050 states the planning commission shall hold at least one regular meeting each month. The statute causes challenges to rural planning commissions when there are no items on the agenda. The statute makes it hard to cancel the commission meeting. City staff would like to submit a BDR regarding NRS 278.050. Possible language would be to allow jurisdictions in counties with less than 100,000 to have planning commission meetings quarterly (4 times per/year minimum) rather than at least once per month.

RECOMMENDED MOTION:

"I move to approve the Bill Draft Request language for submission to the Legislative Council Bureau regarding the planning commission."

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 may decide not to approve the item or ask for more information.

BACKGROUND:

For each regular legislative session in Nevada, certain persons and entities are authorized to request legislation to be drafted for potential consideration by the legislature. These requests or Bill Draft Requests (BDR) can be submitted by legislators, legislative committees, the Governor, State agencies, and local governments. Fernley is given one BDR per legislative cycle and the City of Fernley may request the drafting of one legislative measure that:

- Is approved by the governing body at a public hearing before submission to the Legislative Counsel Bureau.
- Is submitted to the Legislative Counsel Bureau on or before September 1 preceding the regular session.

Once a BDR is drafted into a full bill, it is read and referred to a committee. If the bill passes out of committee, it is read two additional times to the full house. After the third reading, the bill receives a roll call vote. Most bills only need a constitutional majority to pass, but tax or fee increases require a two-thirds majority. If the bill passes the first house, the process is repeated in the second house. If the bill passes the second house, it must be signed by the governor to become a law.

Proposed Bill Draft Request

State law requires the planning commission to meet monthly and in rural areas this law creates challenges when there are no items on the agenda. The inflexibility of the statute makes it hard to cancel a planning commission meeting. To address this issue, City staff is proposing to submit the following language to the legislature for consideration.

NRS 278.050 Meetings; rules; records; continuances.

1. The commission shall hold at least one regular meeting in each month, ***except in a county whose population is less than 100,000 the commission shall hold at least one regular meeting each quarter.***
2. The commission shall adopt rules for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which record is a public record.
3. Except as otherwise provided in subsection 4, in a county whose population is 700,000 or more, the commission shall not grant to an applicant or authorized representative thereof more than two continuances requested by the applicant or authorized representative on the same matter, unless the commission determines, upon good cause shown, that the granting of additional continuances is warranted. If the commission grants a continuance pursuant to this subsection for good cause shown, the person on whose behalf the continuance was granted must make a good faith effort to resolve the issues concerning which the continuance was requested.
4. An applicant or authorized representative thereof may request a continuance on a matter on behalf of an officer or employee of a city or county, a member of the commission or any owner of property that may be directly affected by the matter. If the commission grants the continuance, the continuance must not be counted toward the limitation on the granting of continuances set forth in subsection 3 relating to that matter.

5. As used in this section:

(a) “Applicant” means the person who owns the property to which the application pending before the commission pertains.

(b) “Good cause” includes, without limitation:

(1) The desire by the applicant or authorized representative thereof to:

(I) Revise plans, drawings or other documents relating to the matter;

(II) Engage in negotiations concerning the matter with any person or governmental entity; or

(III) Retain counsel to represent him or her in the matter.

(2) Circumstances relating to the matter that are beyond the control of the applicant or authorized representative thereof.

The proposed revision to NRS 278.050 will create flexibility for rural planning commissions, which are made up of volunteers who hold full-time jobs.

Staff requests the approval of the attached BDR draft be submitted to the Legislative Counsel Bureau (LCB) before the September 1 deadline. LCB will likely do some revision to the language, but we will be notified and keep the Council updated. Additionally, the bill draft request is required to be prefiled on or before the third Wednesday in November preceding the regular session. A legislative measure that is not prefiled on or before that day will be deemed withdrawn.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 278.050

FINANCIAL IMPLICATIONS:

There are no financial implications to submitting the BDR to the LCB.

ATTACHMENTS:

1. 2023 Proposed Bill Draft Request
2. BDRForm-LocalGovernment

Local Government Bill Draft Request – City of Fernley

For Consideration by the Legislature in 2023

NRS 278.050 Meetings; rules; records; continuances.

1. The commission shall hold at least one regular meeting in each month, *except in a county whose population is less than 100,000, the commission shall hold at least one regular meeting each quarter.*

2. The commission shall adopt rules for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which record is a public record.

3. Except as otherwise provided in subsection 4, in a county whose population is 700,000 or more, the commission shall not grant to an applicant or authorized representative thereof more than two continuances requested by the applicant or authorized representative on the same matter, unless the commission determines, upon good cause shown, that the granting of additional continuances is warranted. If the commission grants a continuance pursuant to this subsection for good cause shown, the person on whose behalf the continuance was granted must make a good faith effort to resolve the issues concerning which the continuance was requested.

4. An applicant or authorized representative thereof may request a continuance on a matter on behalf of an officer or employee of a city or county, a member of the commission or any owner of property that may be directly affected by the matter. If the commission grants the continuance, the continuance must not be counted toward the limitation on the granting of continuances set forth in subsection 3 relating to that matter.

5. As used in this section:

(a) "Applicant" means the person who owns the property to which the application pending before the commission pertains.

(b) "Good cause" includes, without limitation:

(1) The desire by the applicant or authorized representative thereof to:

(I) Revise plans, drawings or other documents relating to the matter;

(II) Engage in negotiations concerning the matter with any person or governmental entity; or

(III) Retain counsel to represent him or her in the matter.

(2) Circumstances relating to the matter that are beyond the control of the applicant or authorized representative thereof.

LOCAL GOVERNMENT BILL DRAFT REQUEST FOR THE 2023 LEGISLATIVE SESSION

Authority: NRS 218D.205

Deadline: Local Government BDRs must be submitted by no later than September 1, 2022.

Person or Entity Authorized to Submit BDR:

City of Fernley

Person Submitting Request:

Trisha Conner, Assistant to the City Manager

Person to Contact for Clarification or Additional Information:

Name: Patrick Marsh, Acting City Manager

Email: pmarsh@cityoffernley.org

Phone: 775-784-9859

- 1. Intent of Proposed Bill or Resolution** (Describe the problem to be solved, intended effect, and/or the goal(s) of the proposed bill or resolution – may be attached):

The proposed bill seeks to allow the planning commissions in counties whose population is less than 100,000 meet at least quarterly instead of monthly. Currently, the state law, NRS 278.050, requires planning commissions to meet monthly. This statute causes difficulties in canceling a meeting when there are no items on the agenda.

A copy of the proposed legislation is attached hereto.

- 2. If known, list any existing state law that is sought to be changed or which is affected by the measure (NRS Title(s), Chapter(s) and Section(s) affected, Statutes of Nevada Chapter(s) and Section(s) affected and/or Nevada Constitutional provision):**

The proposed bill will require a revision to NRS 278.050.

- 3. Any additional information that may be helpful in drafting the bill or resolution** (May include any relevant legislative measures, cases or federal laws or other supporting materials – may be attached):

4. Effective Date:

- ☐ Default (October 1, 2023)
- ☒ July 1, 2023
- ☐ January 1, 2024
- ☐ Upon Passage and Approval
- ☐ Other

5. Describe any known cost to the State or a local government that would result from carrying out the changes in the measure:

There may be a nominal cost reduction to the rural planning commissions.

6. Please indicate the governing body that approved the request and the date on which the request was approved during a public hearing:

I hereby certify that this request for the drafting of a legislative measure was approved during a public hearing on _____ by (Governing Body):

Signature of person submitting request: _____

REQUIRED PREFILING:

A bill draft requested by a county, city or school district is required to be prefiled on or before November 16, 2022. By statute, such a bill draft request that is not prefiled on or before that date will be deemed withdrawn. There is no authority to waive this requirement.

Please submit the completed Bill Draft Request form by mail to: Bryan Fernley, Legislative Counsel, Legislative Building, 401 South Carson Street, Carson City, Nevada 89701, by e-mail at Bryan.Fernley@lcb.state.nv.us or by fax at (775) 684-6761.



CITY OF FERNLEY

CITY COUNCIL AGENDA REPORT

Meeting Date: August 17, 2022

REPORT TO:	Mayor and City Council
REPORT BY:	Shay League, Assistant Planner

FINANCIAL IMPACT: ☐ YES ☒ NO	CURRENTLY BUDGETED: ☐ YES ☐ NO ☒ N/A	FUND/ACCOUNT: N/A
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ACTION REQUESTED:	☐ Consent	☒ Motion	☒ Ordinance
	☐ Presentation	☐ Receive/File	☐ Resolution

AGENDA ITEM: (For possible action) Second Reading and Public Hearing, Bill #312 (ZMA22006) Consideration and possible action on a Zoning Map Amendment request to change the zoning from SF6 (residential single-family - 6,000 square feet), SF12 (residential single-family - 12,000 square feet), and C1 (neighborhood commercial) to MDR14 (medium density residential - 14 dwelling units per acre) on a site ±31.15 acres in size generally located south of Main Street and west of Miller Lane, Fernley, NV. (APN: 021-041-09)
--

AGENDA ITEM BRIEF: The subject parcel is generally located south of Main Street and west of Miller Lane and is ±31.15 acres. This item was considered by the City of Fernley Planning Commission at the July 14, 2022 Planning Commission meeting. The Planning Commission, by a vote of 4-1, forwarded a recommendation of denial to the City Council.

RECOMMENDED MOTION LANGUAGE: <u>Approve</u> "I move to adopt Bill #312, a general ordinance for a Zoning Map Amendment associated with ZMA22006, based on findings Z1 through Z3 and the facts supporting these findings as set forth in the staff report." <u>Deny</u> "Based on information received in written materials and at the public hearings on this matter, I move to deny Bill #312 as an ordinance for a Zoning Map Amendment associated with ZMA22006 because I have determined that the proposed changes are detrimental to the public's health, safety, and general welfare, and I am unable to make the following required zoning map amendment findings: I am unable to make finding(s) _____ as it relates to _____. Therefore, I cannot approve the zoning map amendment."

Business Impact (per NRS Chapter 237): ☐ A Business Impact Statement is Attached. ☒ A Business Impact Statement is not required because this is not a rule (term excludes vehicles by which legislative powers are exercised under NRS Chapters 271, 278, 278A, or 278B.
--

See Attached Report for Background, Analysis, and information relevant to the necessary Findings.

PROJECT SUMMARY

CASE NUMBER(S):	• ZMA22006
REQUESTED ACTION(S):	• Zoning Map Amendment
PROPERTY OWNER(s):	• DB-BB Investments I LLC
APPLICANT:	• Paradiso Communities, Attention: John Foley
LOCATION:	• Generally located south of Dallas Lane and west of Miller Lane at APN: 021-041-09
SITE SIZE:	• ±31.15 acres
EXISTING ZONING:	• SF6, SF12, and C1
PROPOSED ZONING	• MDR14
LAND USE:	• Mixed Residential (MR)
WARD INFORMATION:	• Ward 1 – Councilmember Raymond Lacey

A PUBLIC HEARING IS REQUIRED

POLICY REFERENCE

Nevada Revised Statutes:	NRS 278 – Planning and Zoning
Fernley Municipal Code:	Title 32 – Development Code
Policies & Procedure Manual:	N/A
Community Assessment:	N/A
City of Fernley Development Code:	Section 32.03.040 (e) – Zoning map amendments (rezoning) Section 32.09.035 – Dedication of water rights Section 32.09.140 – Streets (roadways) Section 32.09.150 – Utilities Section 32.12.010 – Adequate public facilities required Section 32.13.030 – Improvements, security and inspection

BACKGROUND

The proposed project is directly adjacent to the proposed Red Hawk Ranch development and is located in a land use area of Fernley identified as Mixed Residential in the City of Fernley Comprehensive Master Plan. Some of the listed characteristics and location of this type of residential land use are as follows: "Provides mix of housing options and densities", "Encouraged to integrate a range of housing product types into projects", and "Typically located in areas within walking distance to services and amenities".

ANALYSIS

A Preliminary Traffic Evaluation conducted by Headway Transportation indicates that the potential traffic impacts of the proposed rezoning "can be reasonably mitigated". The applicant has indicated that they anticipate the following items as possible requirements of their future development:

- ▶ Make improvements on Miller Lane along the project frontage
- ▶ Make improvements on the Main Street project frontage
- ▶ Improve the Main Street/Miller Lane intersection for safety and potentially to increase intersection capacity
- ▶ Contribute to the improvement of other local intersections consistent with requirements/conditions placed on other recently approved projects in the City of Fernley

FINDINGS

Z1. Consistent with the city's master plan and otherwise consistent with state and federal law.

The applicant has identified the following community goals and action strategies from the city's master plan as being supported by this project:

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.

Please see attached project description provided by the applicant for a full explanation regarding the proposed project's applicability to these goals.

Z2. Consistent with the surrounding land uses.

The applicant provided an excellent summary of surrounding land uses. (Table seen below).

Adjacent Property Compatibility		
Adjacent Properties	Current Zoning District	Comprehensive Plan Land Use Designation
<u>North</u> Commercial buildings, Munzinich RV Park, Fernley RV Park	C1, C2 Split Zoning- C1/MF30	SMU
<u>West</u> Vacant land (Red Hawk Ranch)	MDR14	MR & SFR
<u>East</u> Existing single-family residences, Commercial buildings	C1, MF30, SF6, SF20	SMU & MR
<u>South</u> Vacant Land (Red Hawk Ranch)	SF6	SFR

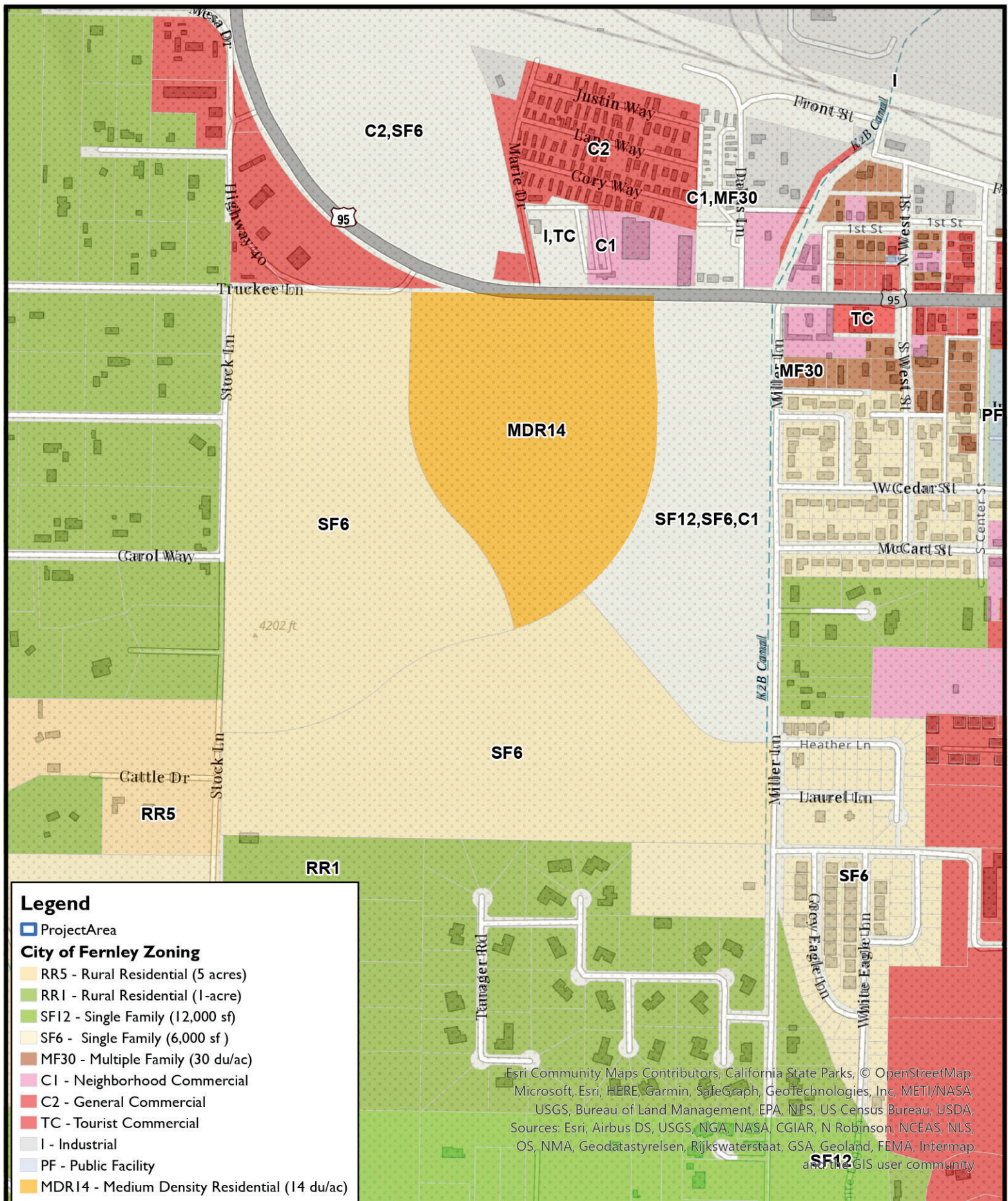
Z3. Public notice was given, and a public hearing held per the requirements of the development code and Nevada Revised Statutes.

Staff certifies that public notice was given per the requirements of the development code and Nevada Revised Statutes. A public hearing will be held as a part of the Planning Commission's deliberations on this matter.

ATTACHMENTS

1. Vicinity Map
2. Existing Zoning
3. Proposed Zoning
4. Applicant Analysis
5. Traffic Memo
6. Bill #312





Existing Zoning

Paradiso Zoning Map Amendment

May 2022



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1361 Corporate Boulevard
Reno, NV 89502
Tel: 775.823.4068
Fax: 775.823.4066

EXECUTIVE SUMMARY

Project Name:	Miller/Main Street Zoning Map Amendment
Site Location:	±31.15 acre parcel located at 0 West Main St (corner of Miller Ln) Fernley, NV.
APN Numbers:	021-041-09
Applicant:	Paradiso Communities, Attention: John Foley
Applicant's Representative:	Wood Rodgers, Inc., Attention: Derek Kirkland, AICP
Owner:	DBB-BB Investments I LLC
Proposed Action:	This is a request to amend the existing zoning of APN 021-041-09 (31.15 acres) from a mixed zoning of SF6, SF12, and C1 to MDR14.
Land Use Classification:	Mixed Residential (MR)
Current Zoning:	SF6, SF12, and C1
Proposed Zoning:	MDR14
Flood Zone Designation:	Zone X
Gross Site Area	±31.15 acres

Adjacent Property Compatibility		
Adjacent Properties	Current Zoning District	Comprehensive Plan Land Use Designation
North Commercial buildings, Munzinich RV Park, Fernley RV Park	C1, C2 Split Zoning- C1/MF30	SMU
West Vacant land (Red Hawk Ranch)	MDR14	MR & SFR
East Existing single-family residences, Commercial buildings	C1, MF30, SF6, SF20	SMU & MR
South Vacant Land (Red Hawk Ranch)	SF6	SFR

ANALYSIS

Background / Existing Conditions

The subject parcel (APN 021-041-09) is located at the corner of Main Street and Miller Lane in the western gateway to downtown Fernley. The subject parcel is in a location that has been targeted for redevelopment since the original Jackson Ranch Planned Development approvals over twenty years ago. The City of Fernley 2018 Master Plan update identified the subject parcel as Mixed Residential (MR) encouraging a density of 7-14 dwelling units per acre. On February 3, 2021, the City of Fernley Council approved a zoning map amendment

(Case# ZMA20001/Bill# 293) on the adjacent parcel (APN 021-041-08) to Medium Density Residential 14 dwelling units per acre (MDR-14), which was consistent with the adopted Master Plan. The proposed request to change the zoning of the subject parcel to MDR14 is consistent with the previously approved zoning map amendment of the adjacent parcel and the adopted Master Plan.

Master Plan and Zoning Designations

The subject parcel has a Master Plan designation of Mixed Residential (MR). The site currently has three zoning designations: Single Family- 12,000 square foot minimum (SF12), Single Family – 6,000 square foot minimum (SF6) and Limited Commercial (C1) (*Refer to the Master Plan and Zoning maps in Section 3 of this submittal packet*). The two zoning districts listed as being compatible with the MR land use category are Medium Density Residential with 14 du/ac maximum (MDR14) and Planned Development (PD). The requested zoning map amendment would bring the property into conformance with the Master Plan and eliminate incompatible split zoning on the parcel. The MR Master Plan designation guides the character of redevelopment in this area and the entire western gateway to Downtown Fernley, encouraging higher-density residential development to support redevelopment along Main Street while providing an appropriate transition between surrounding single-family uses and commercial developments located toward downtown. The proposed Zoning Map Amendment also aligns the subject parcel with goals and policies which are further described in the findings section of this Project Description.

Justification for Request

One of the important community principles that guided the 2018 City of Fernley Comprehensive Master Plan update was to diversify Fernley’s housing types and provide more obtainable options to serve a broader range of the community. Previous land patterns in Fernley have promoted larger lots, which have led to higher housing costs and inefficient use of infrastructure resulting in higher utility costs. The proposed Zoning Map Amendment will help implement the new Master Plan and increase the overall supply of housing in the region while helping to diversify Fernley’s housing products.

The proposed Zoning Map Amendment supports a transition of zoning to coincide with the adopted Master Plan. The proposed MDR-14 zoning encourages a higher density near Main Street, a main thoroughfare through Fernley with growing commercial facilities and will help support redevelopment efforts along the corridor. The proposed MDR14 zoning would create an appropriate transition between the Mixed-Use/Commercial land designations along Main Street and the mix of residential uses along Miller Lane including higher density zoning such as SF6 and Multifamily 30 dwelling unit per acre (MF30). The proposed zoning will create an opportunity for more obtainable housing products and will be a much more efficient use of the infill parcel. A future single family attached project allowed under MDR14 would provide a benefit through much needed improvements for redevelopment of the western gateway including future roadway improvements, sewer, and flood mitigation. The proposed zoning map amendment is consistent with the recently approved Red Hawk Ranch zoning map amendment and future development plans. A future project would also participate in the already planned transportation improvements in the area as identified in the included traffic memo.

WHY MDR-14 ZONING?

- ✓ CONFORMS WITH THE MASTER PLAN
- ✓ HELP DIVERSIFY FERNLEY’S HOUSING STOCK – PRODUCTS TO ADDRESS THE “MISSING MIDDLE”
- ✓ PRODUCTS TO HELP SUPPORT THE DOWNTOWN MAIN STREET REDEVELOPMENT EFFORTS AND IMPROVE INFRASTRUCTURE
- ✓ COMPATIBLE WITH ADJACENT LAND USES ALONG MAIN STREET & MILLER LANE

ZONING MAP AMENDMENT FINDINGS FOR APPROVAL

Pursuant to the City of Fernley Municipal Code Section 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.

Response: MDR14 is one of two zoning districts allowed in the Mixed Residential (MR) Master Plan designation. The current Split Zoning of SF12, SF6, and C1 is not compatible with the current adopted Master Plan designation of MR. Therefore, the proposed zoning map amendment would bring the property into conformance with the adopted Master Plan.

As described in the Master Plan, the MR land use category should include a mix of housing options and densities, have access to municipal services, and be located in an area within walking distance to services and amenities. The proposed zoning map amendment will expand the potential options of housing types the site could be developed with. The site will have access to existing municipal services and be in an ideal location for access to nearby businesses and services. Additionally, the zoning map amendment would promote development of a currently vacant infill site located at the western gateway to the City of Fernley.

Below is an analysis of how the proposed zoning map amendment will further the goals and policies of the City of Fernley adopted Master Plan.

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.*

Comment: The subject parcels are within an area near existing infrastructure and close to Main Street, which is an area of Fernley proposed for redevelopment. The Zoning Map Amendment request would promote a density compatible with the Master Plan and support redevelopment of the gateway to Fernley and Main Street.

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

Comment:

Sewer, Water, and Utilities

Utilities are in close proximity to the subject parcels. The City of Fernley is also in the process of upgrading the nearby sewer lift station in advance of the planned growth in this area. It is anticipated a future project on the subject parcel would utilize and improve existing infrastructure in this area to serve the development, which will also provide benefits to the surrounding area. Community wide benefits associated with redevelopment of this project are

anticipated to include reconstructing adjacent roadways, new bike and pedestrian facilities connecting to adjacent businesses and Main Street, redevelopment of a major corner within the City's western gateway, and appropriate density to help support long-term sustainability of the City's infrastructure.

Schools

The closest schools to the subject parcels are Fernley Elementary School and Fernley Intermediate School, both located less than a mile east of the site. Fernley High School is located approximately 2.0 miles south. According to the Lyon County School District's 2016 Facilities Plan, all the 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 that is planned to be built in the next 4 to 6 years, which would address elementary school capacity. A future project would provide additional tax benefits for the school district.

Police & Fire

Police protection is provided by the Lyon County Sheriff's office. Fire protection is provided by the North Lyon County Fire Protection District. The subject site is located in a developed area near existing development that is already served by these agencies.

Parks/Recreation

The subject property is located approximately 1,000 feet east from In Town Park and is adjacent to the proposed Red Hawk Park to the south.

LU.1.2 Encourage new development to be in accordance with the Comprehensive Master Plan land use category.

Comment: The current split zoning (SF12, SF6, and C1) of the subject parcel is not in conformance with the Master Plan designation of "Mixed Residential." The appropriate zoning for this property is either Medium Density Residential – 14 units per acre (MDR14) or Planned Development (PD). This zoning amendment to MDR14 will bring the property into conformity with the Master Plan. The proposed Zoning Map Amendment would help support the goals and policies Comprehensive Master Plan.

LU.1.5 Promote infill development.

Comment: The subject parcel is an infill site surrounded by existing and planned residences and commercial development along Main Street as well as existing infrastructure and services. The proposed Zoning Map Amendment would be compatible with the surrounding area and would encourage redevelopment of the Main Street area.

2) Consistent with the surrounding land uses.

Response: The proposed zoning designation (MDR14) encourages a mix of housing types up to 14 dwelling units per acre and is consistent with the adopted Master Plan. The mid-range density of MDR14 would be a compatible land use with various residential districts and commercial uses making this

designation an ideal transition between commercial and more traditional single family uses. Below is a compatibility analysis of the surrounding area:

NORTH – Main Street and existing commercial uses. Properties to the north along Main Street have a master plan designation of Suburban Mixed Use that would allow a range of commercial uses and densities up to 30 dwelling units per acre. Existing uses to the north include commercial retail development and an RV park. MDR14 would be a compatible use and provide additional customers for the commercial retail uses.

SOUTH – Proposed Red Hawk Ranch Park facility, which would provide a buffer between the MDR14 and existing residential identified as Miller Meadows.

EAST – Miller Lane, commercial to the northeast, and existing residential to the southeast. Properties along Miller Lane have a variety of master plan designations including Suburban Mixed Use and Mixed Residential, and existing zoning designations including Commercial (C1), Multi-Family 30 dwelling units per acre (MF30), Single Family 6,000 square feet (SF6), and Residential 1 acre (RR1). Several of the residences along Miller Lane are smaller single-family homes with single car garages, and in some cases are more affordable type housing such as manufactured homes. Miller Lane is in poor condition and the area overall would greatly benefit from redevelopment. MDR14 would allow densities that are consistent with the existing residential and commercial uses along Miller Lane and provide an opportunity to help improve Miller Lane.

WEST – Future Red Hawk Ranch development. A similar zoning map amendment was recently approved on the Red Hawk Ranch adjacent parcel, changing the zoning to MDR14 bringing that parcel into conformance with the Master Plan. Consistent with Red Hawk Ranch the proposed zoning of MDR14 would bring the subject parcel into conformance with the Master Plan and would be compatible with the proposed adjacent Red Hawk Ranch development.

3) Public notice was given, and a public hearing held per the requirement of the development code and Nevada Revised Statutes.

Response: The Applicant acknowledges that public notice and a public hearing are required per the development code and Nevada Revised Statutes and ensures that these actions will be carried out as part of the project process.



May 16, 2022

Derek Kirkland
Wood Rodgers, Inc.
1361 Corporate Boulevard
Reno, NV 89502

Preliminary Traffic Evaluation for Miller/Main Street Site Rezoning

Dear Mr. Kirkland,

This preliminary traffic evaluation provides an overview of traffic conditions and recommendations associated with rezoning of the Miller/Main Street site (the eastern portion of the former Jackson Ranch project) to allow up to 14 dwelling units per acre.

Consistency with the Master Plan

Zoning allowing 14 dwelling units per acre on the project site is compatible with the City of Fernley Master Plan.

Consistency with Adjacent Projects

A future project with up to 14 dwelling units per acre would be compatible with Phase 2 of the Red Hawk Ranch project, immediately adjacent to the west, which is anticipated to include commercial and similar multi-family land uses.

Vehicular Access

The Red Hawk Ranch backbone roadway and connection to Main Street at Truckee Lane has been intentionally configured to serve traffic from the Miller/Main Street site. Further, the access points serving the subject site have been master planned with NDOT and the City of Fernley during the Red Hawk Ranch approval process.

Planned/Conditioned Improvements by Others

The Red Hawk Ranch development and other nearby projects have already or will be conditioned to construct a variety of traffic capacity improvements, roadway improvements, and pedestrian improvements on Main Street adjacent to the subject property. Previously conditioned and planned improvements by projects currently in process will also serve higher intensity development on the subject property.

Future Project Traffic Analysis & Improvements

Any future project based on the proposed rezoning will be required to complete a traffic impact study, identify potential traffic impacts, and provide appropriate mitigation measures. While conditions of approval are not allowed concurrent with a rezoning process, conditions would be defined and required during a future project specific approval process.

Based on the project location, probable access, and surrounding roadway conditions, it is anticipated that a future project would:

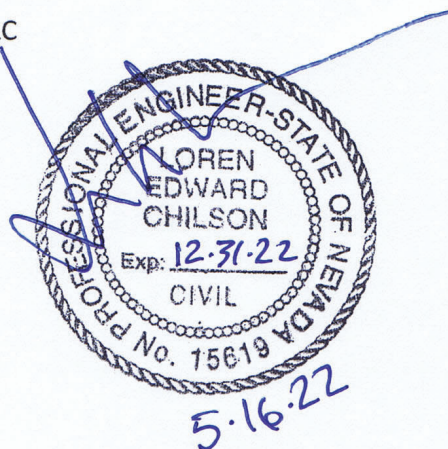
- ▶ Make improvements on Miller Lane along the project frontage
- ▶ Make improvements on the Main Street project frontage
- ▶ Improve the Main Street/Miller Lane intersection for safety and potentially to increase intersection capacity
- ▶ Contribute to the improvement of other local intersections consistent with requirements/conditions placed on other recently approved projects in the City of Fernley

The future formal Traffic Impact Analysis will identify appropriate and specific mitigations for addressing project impacts to the transportation network.

At a preliminary planning level review, it is expected that potential traffic impacts associated with the proposed rezoning can be reasonably mitigated.

Sincerely,
Headway Transportation, LLC

Loren E. Chilson, PE
Principal



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

BILL # 312
CITY OF FERNLEY
ORDINANCE # _____

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA22006, TO CHANGE THE ZONING FROM SF6 (RESIDENTIAL SINGLE-FAMILY - 6,000 SQUARE FEET), SF12 (RESIDENTIAL SINGLE-FAMILY - 12,000 SQUARE FEET) AND C1 (NEIGHBORHOOD COMMERCIAL) TO MDR14 (MEDIUM DENSITY RESIDENTIAL - 14 DWELLING UNITS PER ACRE) ON A SITE APPROXIMATELY ±31.15 ACRES AND GENERALLY LOCATED SOUTH OF MAIN STREET AND WEST OF MILLER LANE IN FERNLEY, NV, ASSESSOR'S PARCEL NUMBER 021-041-09, AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

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

Section 1: The zoning of property described in Exhibit "A" and shown in Exhibit "A-1", which is attached hereto and incorporated herein by reference, situated in the City of Fernley, County Of Lyon, State Of Nevada, Is Hereby Changed from SF6 (residential single-family – 6,000 square feet), SF12 (residential single-family – 12,000 square feet), and C1 (neighborhood commercial) to MDR14 (medium density residential – 14 dwelling units per acre) on a site approximately ±31.15 acres in size and generally located south of Main Street and west of Miller Lane in Fernley, NV (APN: 021-041-09).

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

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

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

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

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

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

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

BILL # 312 BEING HEREBY PROPOSED on this 3rd day of August 2022.

BILL # 312 BEING HEREBY PASSED, APPROVED and ADOPTED this 17th day of August 2022, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Roy Edgington, Mayor

Date: _____

Attest By: _____
Kim Swanson, City Clerk

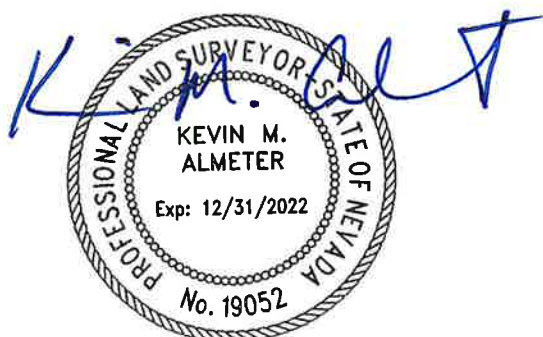
Date: _____

**LEGAL DESCRIPTION FOR
ZONE CHANGE**

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 Parcel 2 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: 021-041-09

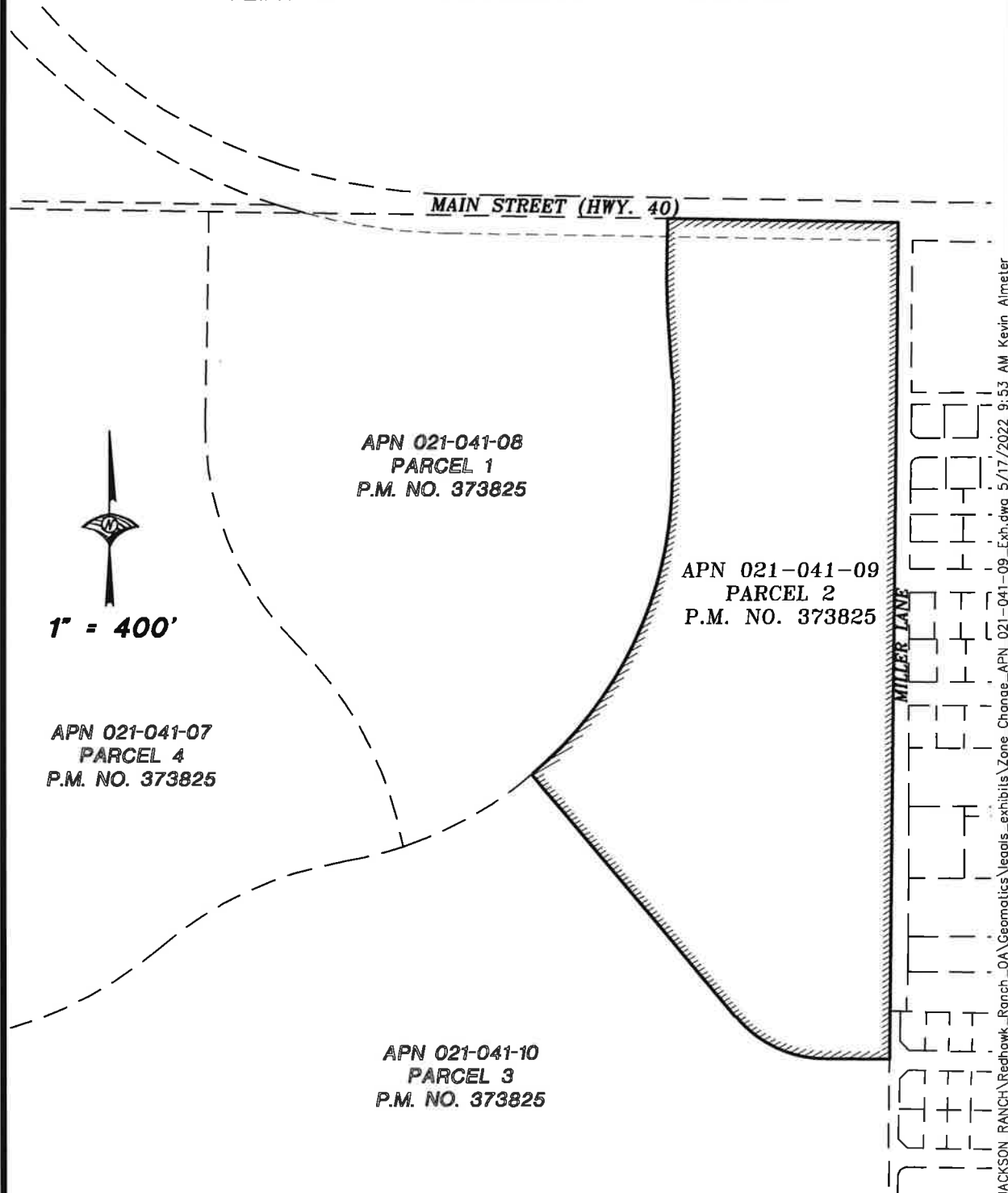
Prepared by:
Wood Rodgers, Inc.
1361 Corporate Blvd.
Reno, NV 89502
Ph: (775) 823-4068



5-17-22

Kevin M. Almeter, P.L.S.
Nevada Certificate No. 19052

ZONE CHANGE
BEING A PORTION OF THE NW 1/4 OF SECTION 14
TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.M.
FERNLEY LYON COUNTY NEVADA



JOB NO. 1557019
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

J:\Jobs\1557-JACKSON RANCH\Redhawk_Ranch_DA\Geomatics\legals_exhibits\Zone_Change-APN_021-041-09_Exp.dwg 5/17/2022 9:53 AM Kevin Almeter



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 17, 2022

REPORT TO: Mayor and City Council

REPORT FROM: Jessica Dover

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

100-475-320

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Presentation, Discussion, and Possible Action regarding the City of Fernley Access Management Policy

AGENDA ITEM BRIEF:

Kimley-Horn and Associates, Inc. (Kimley-Horn) was awarded the Contract for Engineering Services on August 04, 2021 to develop the City of Fernley Access Management Policy (Policy). The intent of this presentation is to review the proposed Policy as developed by Kimley-Horn, and to provide an opportunity for stakeholders to contribute input regarding the draft final Policy, prior to presenting the final Policy to Council for adoption.

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

Overview

The U.S. Department of Transportation Federal Highway Administration (FHWA) Office of Safety states, “.... application of access management along an extended corridor has been shown to improve safety, mobility, accessibility, and even business along an entire stretch of roadway because it favorably impacts ALL properties along that corridor.”¹ It is estimated that effective access management throughout a corridor may achieve a 5-23% reduction in crashes along two-lane rural highways and a 25-31% reduction in severe crashes along urban/suburban arterial roads. The FHWA Office of Safety identified corridor access management as a Proven Safety Countermeasure due to the implementation of this strategy resulting in reduced crashes.

“Corridor access management preserves the flow of people and freight, and enables safe access to businesses and neighborhoods using a combination of policies and strategies, such as closing, consolidating, or improving driveways, median openings, and intersections; adding or redesigning medians; and planned spacing of intersections, median openings, and driveways.”¹ In addition, there is strong evidence indicating effective access management may ultimately improve some businesses. Mobility obstacles may be removed or mitigated, making ingress/egress more efficient for the traveling public to access businesses included in corridors affected by the Policy.

¹ U.S. Department of Transportation Federal Highway Administration, Office of Safety. *Corridor Access Management*. FHWA, 28 August 2020, safety.fhwa.dot.gov/intersection/other_topics/corridor. Accessed 28 January 2021.

Kimley-Horn and Associates, Inc.

The City of Fernley’s (City’s) 2020 Transportation Master Plan (TMP)² recommends that the City, “Develop and adopt an Access Management Policy”, to better accommodate future demands and increase efficiencies for the City’s multimodal transportation network.

Kimley-Horn and Associates, Inc. (Kimley-Horn) was awarded the Contract for Engineering Services on August 04, 2021 to complete the City’s first Access Management Policy (Policy). In general, Access Management is the proactive management of vehicular access points (including consideration of impacts to multimodal facilities), to parcels adjacent to roadways. The intent of Access Management is to support and promote transportation network safety and efficiency within the City, while potentially enhancing economic development.

The Scope of Work under the Contract for Engineering Services included the following Tasks: Literature and Policy Review with accompanying draft and final summary Technical Memorandum of findings, and the draft and final proposed City of Fernley Access Management Policy. The Scope and Fee also included possible Public Outreach, and (1) Workshop with City Staff and Presentations to City Senior Staff and/or City Council, as appropriate.

This presentation, referenced below as Attachment No. 1, will review the proposed Policy as developed by Kimley-Horn; the draft final Policy is referenced below as Attachment No. 2. Stakeholder comments resulting from this presentation will be addressed and implemented as appropriate prior to publication of the final Policy. Once complete, the Policy will be presented at a future City Council meeting for possible adoption.

² Section 6.4 General Strategies, Page 58 and Section 6.7 Other Strategies, Page 63

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

Project appropriations were included in the approved FY 2022 Budget as part of the Capital Improvement Plan:

- \$40,000 (100-475-320), Access Management Policy (Page 167, 219, A-36)

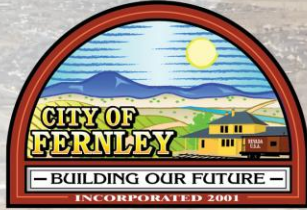
Existing Contract for Engineering Services, Kimley-Horn and Associates, Inc.

The following Tasks were included in the Scope of Work (Attachment A to the City of Fernley Standard Contract for Engineering Services, Kimley-Horn and Associates, Inc.):

Total Engineering Services: (Tasks 1-5, Subconsultant Fee, Expenses)	\$38,000
Total OPTIONAL Engineering Services: (Task 6)	\$2,000
Total (Including OPTIONAL Services):	\$40,000

ATTACHMENTS:

1. 2022-06-15 AMP Presentation
2. 2022-05-11 DRAFT City of Fernley Access Management Policy



CITY OF FERNLEY

ACCESS MANAGEMENT POLICY

06/15/2022

Kimley»Horn

Expect More. Experience Better.

What is Access Management?

- The Transportation Research Board (TRB) defines access management as the coordinated planning, regulation, and design of access between roadways and land development.
- Implementing consistent access management within the City of Fernley will:
 - **Aid** in the planning and approval of private development as well as future capital improvement projects
 - **Preserve** the intended function of roadways and public investment in the roadway infrastructure
 - **Provide** a framework for establishing and/or redeveloping access to the roadway network
 - **Maintain and improve** safety and mobility throughout the transportation system



CITY OF FERNLEY ACCESS MANAGEMENT POLICY

Policy Development Process

- Literature and Policy Review
 - Reviewed NDOT, RTC Washoe, RTC SNV, and 3 similar-sized communities' policies
- Draft Policy
 - Reviewed by national expert Dr. Grant Schultz, PhD, PE, PTOE past chair of the National Access Management Committee at TRB (Transportation Research Board)
 - Reviewed by City Staff
- Final Policy



CITY OF FERNLEY
**ACCESS
MANAGEMENT
POLICY**

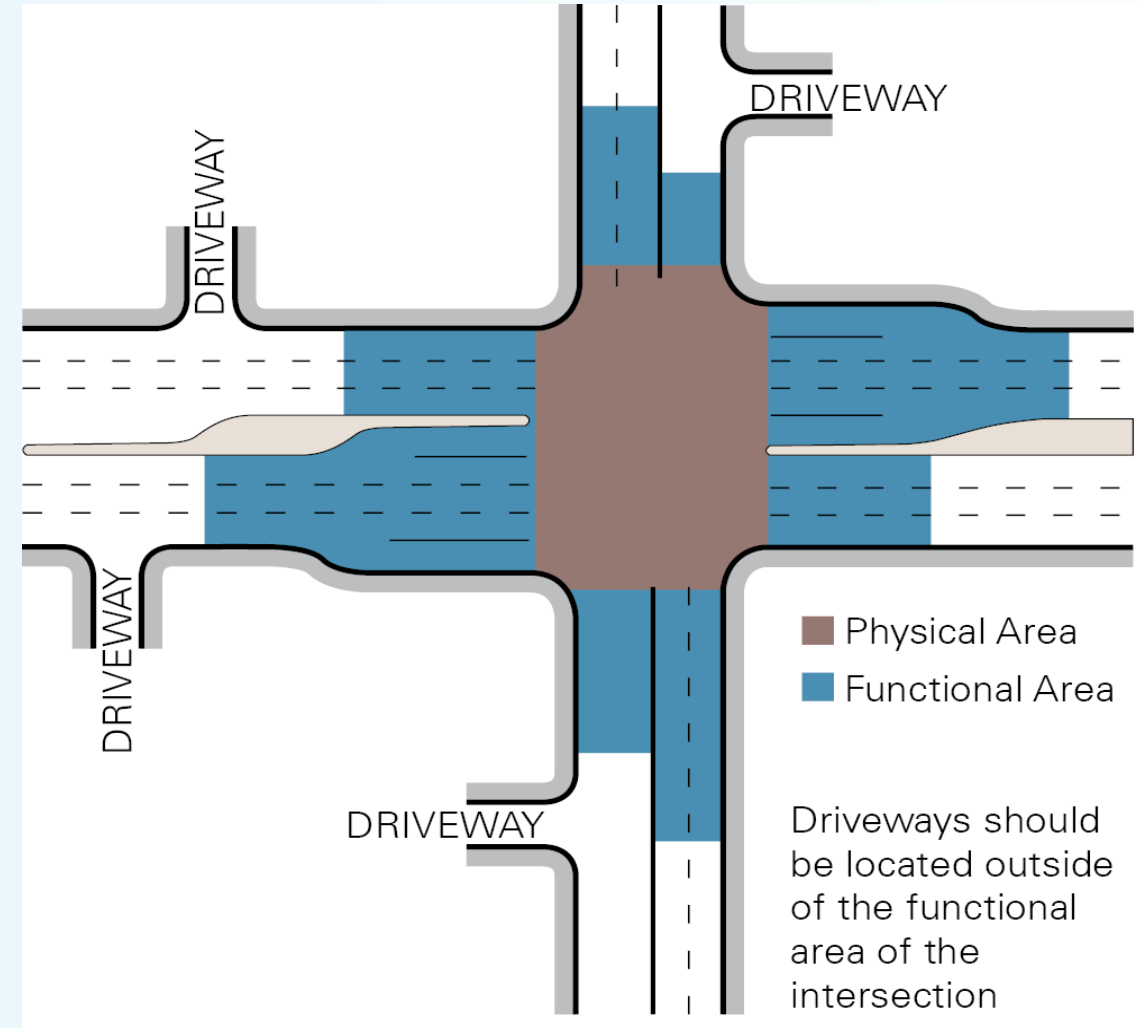
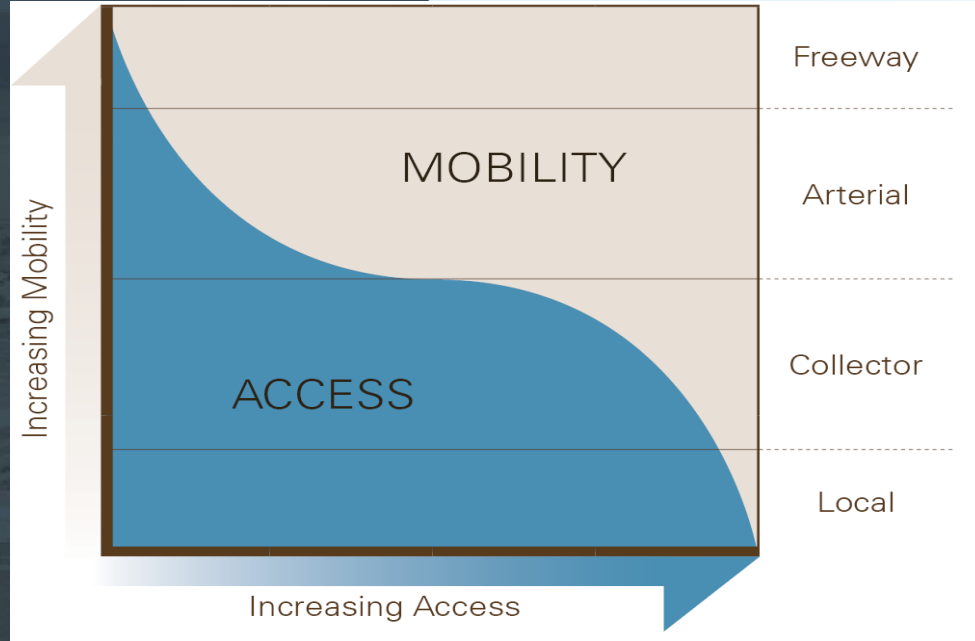
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1. Introduction
2. Principles of Access Management
3. Access Elements for Public Roadways
4. Design Elements for Driveways
5. Site Design
6. Access Management Checklist / Traffic Impact Analysis Requirements
7. Existing Nonconformance to Policy
8. References



CITY OF FERNLEY
**ACCESS
MANAGEMENT
POLICY**

Principles of Access Management



CITY OF FERNLEY ACCESS MANAGEMENT POLICY

Access Elements for Public Roadways



CITY OF FERNLEY ACCESS MANAGEMENT POLICY

Table 2 – Access Spacing Requirements

Roadway Class	Location/ Posted Speed Limit	Full Access		Limited Access	
		Signalized Intersection Uniform ¹ Spacing	Unsignalized Intersection/ Roundabout Minimum ² Spacing	Left-In/ Right-In/ Right-Out Only Minimum ² Spacing	Right-In/ Right-Out Only ² Minimum ² Spacing
Interstate Freeways	Urban/ Suburban/ Rural	• Full control of access • Access is available only via grade-separated interchanges • All interchanges must meet public road spacing (1 mile in urban, 2 miles in suburban, and 3 miles in rural areas) and comply with FHWA policy			
Other Freeways	Urban/ Suburban/ Rural	• Full control of access • Access is available only via grade-separated interchanges • All interchanges must meet public road spacing (1 mile in urban, 2 miles in suburban, and 3 miles in rural areas) • Access to federal aid freeways must comply with federal regulations			
Expressways	≤ 55 mph	5,280'		5,280'	1,320'
	≥ 60 mph	10,560'			
Other Principal Arterials	≤ 35 mph	1,320'		660'	350'
	40-55 mph	2,640'	1,320'	990'	660'
	≥ 60 mph	5,280'	2,640'	1,320'	800'
Minor Arterials	≤ 35 mph	1,320'		660'	300'
	≥ 40 mph	2,640'	1,320'		350' - 600'
Major Collectors	≤ 35 mph	1,320'		440'	250'
	≥ 40 mph	2,640'	1,320'	660'	300' - 500'
Minor Collectors	≤ 30 mph	1,320'	660'	440'	200'
	≥ 35 mph				250' - 400'
Frontage/ Service/ Local Roads	-	As necessary for the safe operation and proper design of adjacent accesses		330'	200'

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Design Elements for Driveways

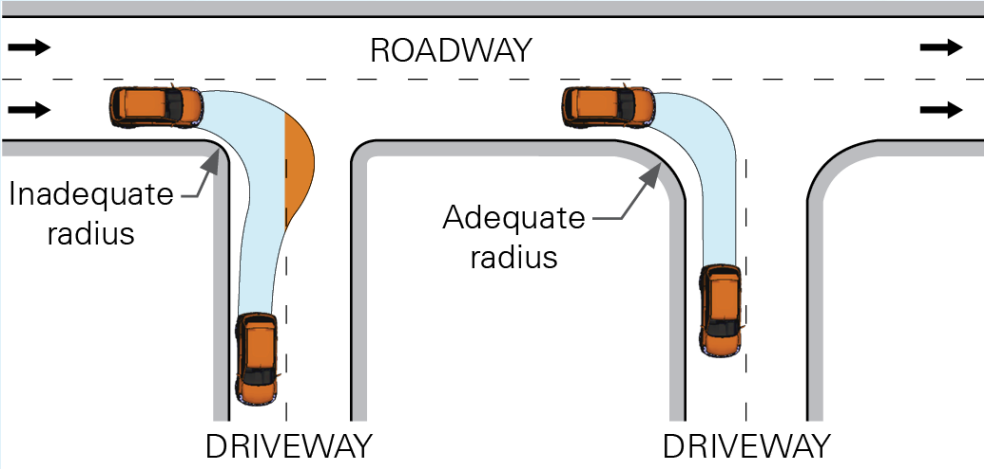
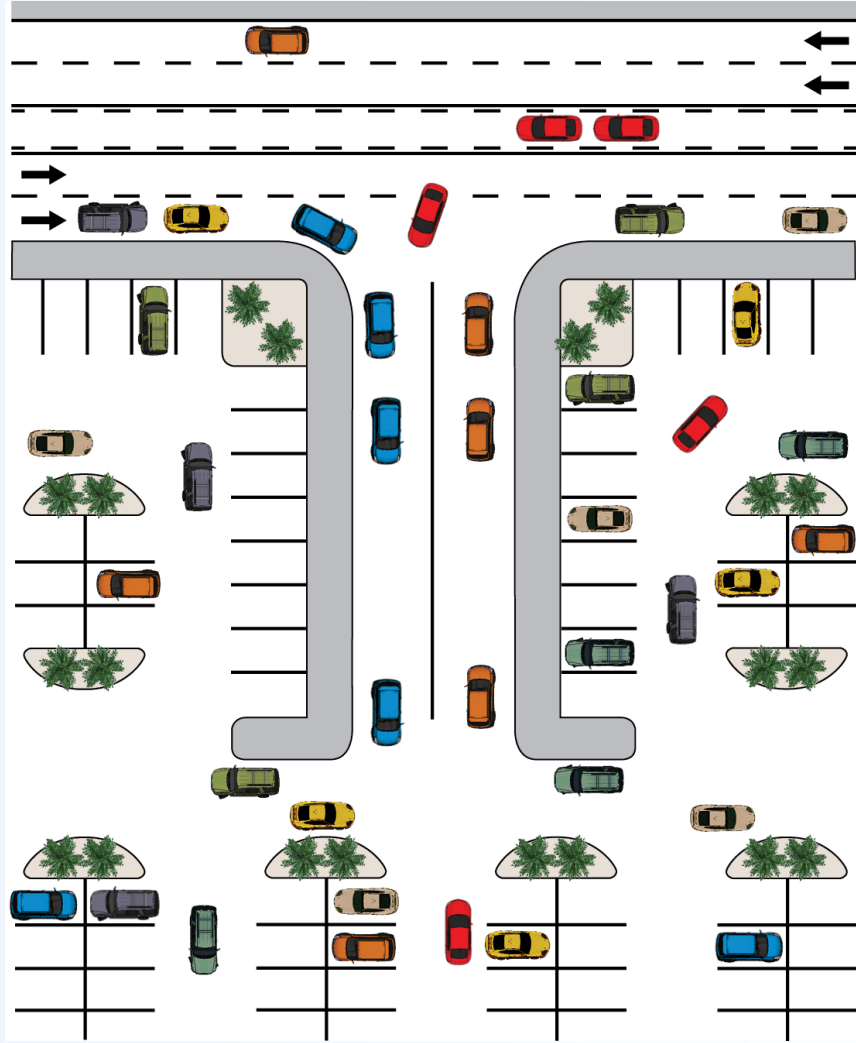


Table 3 – Minimum Offset for Access Connections on Opposite Side of the Road

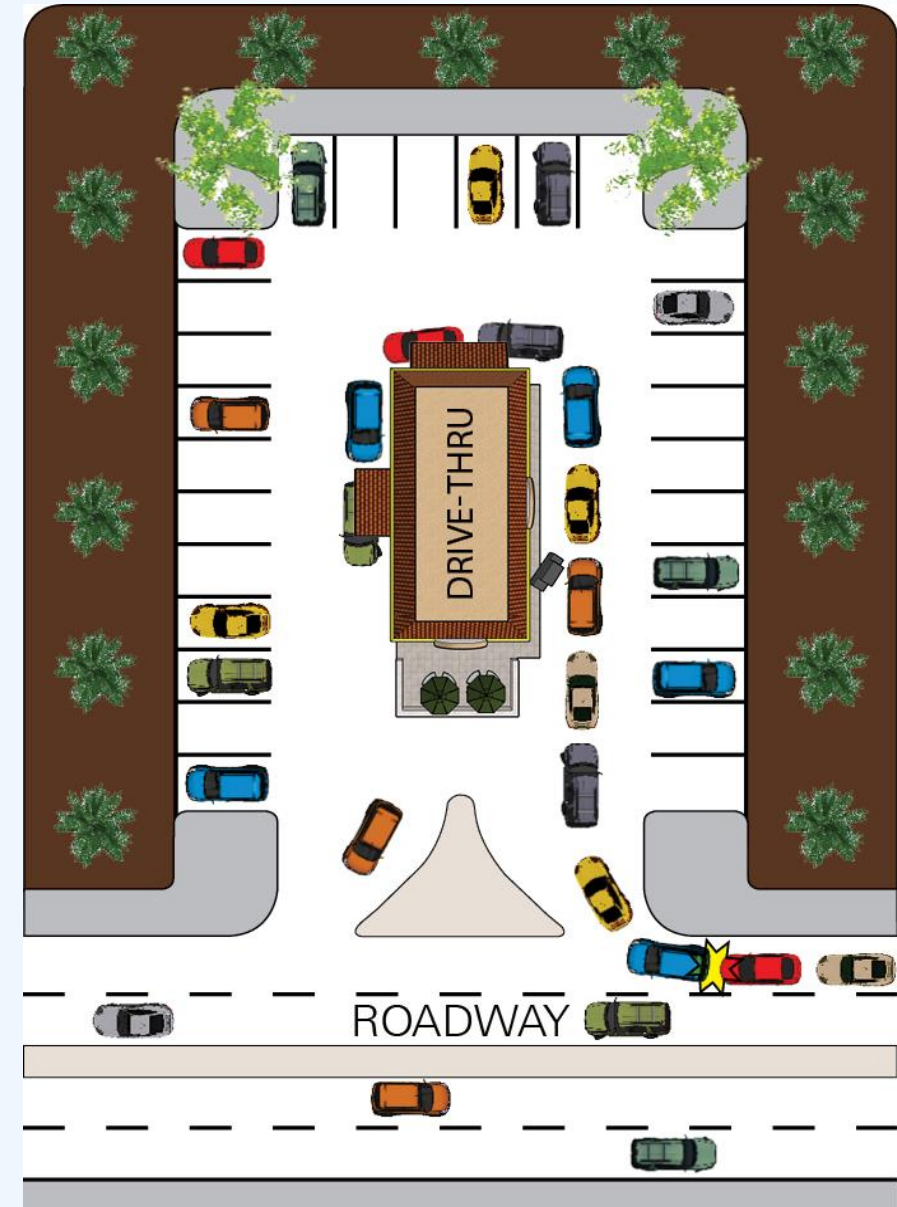
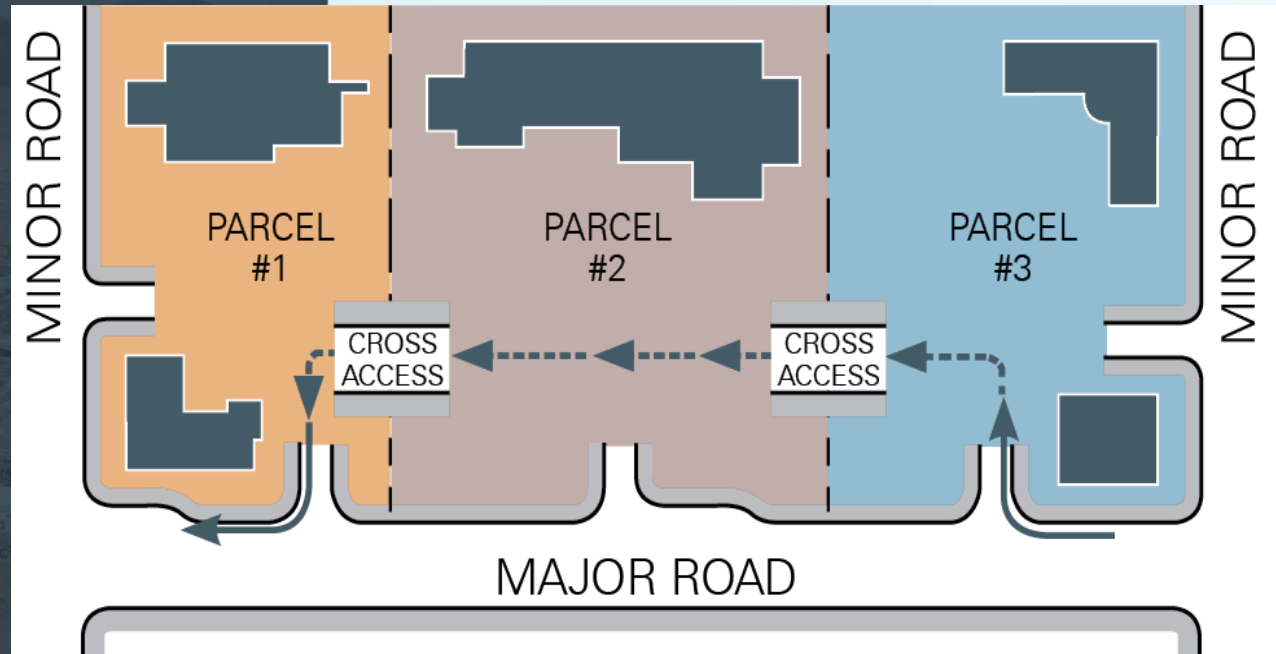
Speed (MPH)	Offset (Feet)
≤ 30	175
35	330
40	660
50	990
≥ 55	1,320

Source: TRB Access Management Manual, 2nd Edition.



CITY OF FERNLEY
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Site Design



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Access Management Checklist



CITY OF FERNLEY ACCESS MANAGEMENT POLICY

CITY OF FERNLEY ACCESS MANAGEMENT POLICY

Access Management Checklist for Site Design

Project Name: _____
APN: _____
Tracking Number: _____
Project Trip Generation: _____

AM Peak Hour Trips
PM Peak Hour Trip
Daily Trips

	Yes	No	N/A
Shared Access:			
- Is a shared driveway proposed?			
- Has documentation been provided showing effort to contact neighbor for shared and/or cross access?			
Cross Access:			
- Is cross access proposed?			
- Has documentation been provided showing effort to contact neighbor for shared and/or cross access?			
- If cross access cannot currently be developed, have provisions been made in case it is feasible in the future?			
On-Site Circulation:			
- Are all parking, site circulation, and delivery movements able to occur on-site?			
Drive-Through:			
- Is there a drive-through?			
- What land use is the drive-through serving?			
- What queue length is provided?			
- Does the drive through queue length meet requirements per Section 5.4 of the City of Fernley Access Management Policy?			
- Alternative methodology used? Please attach description.			
Gated Access:			
- Is there a gated access?			
- What is queue depth is provided?			
- Has adequate queuing been provided per Section 5.5 of the City of Fernley Access Management Policy?			
- Alternative methodology used? Please attach description.			
Other Requirements:			
- A specific Traffic Impact Study for the project may be required by the City of Fernley to address any requirements not met.			

City of Fernley **DRAFT** Access Management Policy

ACCESS MANAGEMENT POLICY

Management Checklist for Driveways (Use One Form Per Driveway)

AM Peak Hour Trips
PM Peak Hour Trip
Daily Trips

DRIVEWAY DESIGN

Section 2.2.5 of the City	Feet	Yes	No
line?	Feet		
2 in the City of	Feet		
the City of Fernley	Yes	No	
	Driveways		
of the City of	Feet		
ance?	Yes	No	
ernley	Yes	No	

May 2022 | APPENDIX

D-1

May 2022 | APPENDIX

D-2

DRIVEWAY ACCESS MANAGEMENT POLICY

DRIVEWAY GEOMETRY

comply with Section 4 of the City of Policy?	Feet	Yes	No
et with Section 4 of the City of Policy?	Feet	Yes	No
driveway? (P, SU, Bus, WB-50, etc.)	Feet	Yes	No
he types of vehicles expected to	Yes	No	
	Spaces	Yes	No
of the City of Fernley Access	Yes	No	
the entire project?	Yes	No	
4 of the City of Fernley	Spaces	Yes	No
Section 4 of the City of	Degrees	Yes	No
	Yes	N/A	No
ng dedicated as			
ot turn lane			
the right turn			
er hour do not			
City of Fernley to justify the			

May 2022 | APPENDIX

D-3

Existing Nonconformance to Policy

- For existing developments within the City of Fernley that are not in compliance with this Access Management Policy, nonconforming site/access elements will be required to be brought to conformance in the event of the following:
 - Requests for new driveway permits
 - Increases or changes in land use intensity
 - Substantial enlargements or improvements
 - Significant increases in trip generation
 - Changes in roadway design
 - Other redevelopment activities



CITY OF FERNLEY
**ACCESS
MANAGEMENT
POLICY**

References

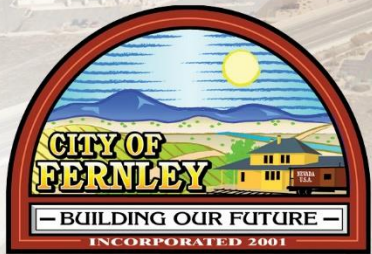
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CITY OF FERNLEY ACCESS MANAGEMENT POLICY

An aerial photograph of a city, likely Phoenix, Arizona, showing a large residential area, a highway interchange, and a river. The image is overlaid with a semi-transparent blue filter. In the top left corner, there are several dark, diagonal lines.

Questions?



CITY OF FERNLEY

ACCESS MANAGEMENT POLICY

DRAFT

MAY 2022

Kimley»Horn

Expect More. Experience Better.



DRAFT CITY OF FERNLEY ACCESS MANAGEMENT POLICY

Prepared for:



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LIST OF ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
FHWA	Federal Highway Administration
ITE	A Community of Transportation Professionals
MUTCD	Manual on Uniform Traffic Control Devices
NDOT	Nevada Department of Transportation
RFID	Radio Frequency Identification
RTC	Regional Transportation Commission
RTC SNV	Regional Transportation Commission of Southern Nevada
TMP	Transportation Master Plan
TRB	Transportation Research Board



1. INTRODUCTION

This policy has been prepared to document access management standards and policies for use within the City of Fernley, Nevada. The Transportation Research Board (TRB) defines access management as the coordinated planning, regulation, and design of access between roadways and land development. Access management consists of a variety of methods that promote the safe and efficient movement of people and goods by reducing conflicts on the roadways system and at its interface with other modes of travel including transit, pedestrians, and bicyclists.⁷

Implementing consistent access management within the City of Fernley serve as a tool and will aid in the planning and approval of private development as well as future capital improvement projects, preserve the intended function of roadways and public investment in the roadway infrastructure, provide a framework for establishing and/or redeveloping access to the roadway network, and maintain and improve safety and mobility throughout the transportation system.

The following policies were reviewed to understand the guiding access management policies in the State of Nevada and to understand how jurisdictions of a comparable size to the City of Fernley treat access management.

- Regional Transportation Commission of Southern Nevada (RTC SNV) - Clark County Area Access Management
- Nevada Department of Transportation (NDOT) – Access Management System and Standards
- RTC of Washoe County – 2050 Regional Transportation Plan
- Washington City, Utah – Access Management Plan
- Town of Sahuarita, Arizona – Access Management Guidelines
- Town of Erie, Colorado – Section 500 Town Street *Construction*

The policies were developed incorporating national standards and best practices as discussed within the TRB *Access Management Manual, 2nd Edition*, the ITE (A Community of Transportation Professionals) publication *Transportation and Land Development, 2nd Edition*, and American Association of State Highway and Transportation Officials' (AASHTO) *A Policy on the Geometric Design of Streets and Highways, 7th Edition*.

2. PRINCIPLES OF ACCESS MANAGEMENT

The following subsections detail key principles that form the foundation of access management including roadway functional classification, functional area of an intersection, conflict points, and complete streets.

2.1. Functional Classification

Roadway functional classification is a system used to categorize roadways based on their intended role within the transportation network. This system helps promote smooth transitions between highways and local roads and allow access in a safe and efficient manner throughout the transportation system. The access spacing requirements contained within this policy are based upon roadway functional classification.

The City of Fernley established a roadway functional classification system for all current and future roadways as a part of the City's *Transportation Master Plan (TMP)*. The following roadway

functional classifications as included in the City of Fernley *Comprehensive Master Plan* were reviewed to be consistent with federal and state guidelines:

- Highways
- Principal Arterials
- Minor Arterials
- Urban or Rural Minor Collectors
- Local Roads

As stated in the Federal Highway Administration (FHWA) *Highway Functional Classification Concepts, Criteria, and Procedures*, roadways are classified into three (3) primary categories: arterials, collectors, and locals. Roadways that provide a high level of mobility are designated as arterials, roadways that provide a high level of access are classified as locals, and roadways that provide a balance between mobility and access are categorized as collectors. The relationship between access, mobility, and functional classification is illustrated in **Figure 1**.

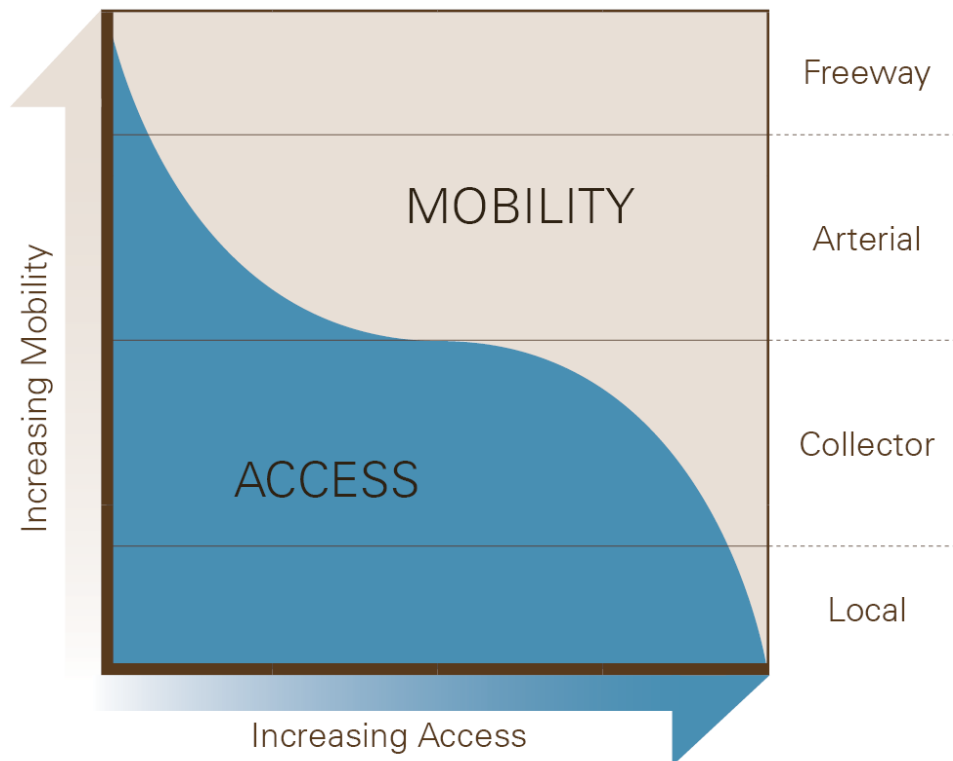


Figure 1 – Relationship Between Access, Mobility, and Functional Classification

The three (3) overarching Federal functional classifications are further broken down into the following subclassifications:

- Interstates – roadways that are designed and constructed with mobility and long-distance travel in mind.
- Other Freeways and Expressways – similar to interstates, these roadways typically have directional lanes of travel separated by a physical barrier and their access points are limited, designed, and constructed to maximize their mobility with limited access.
- Other Principal Arterials – roadways that serve major centers and provide a high degree of mobility, but land uses may also be served directly.



- Minor Arterials – roadways that connect the arterial system or link cities and larger towns (in a rural setting).
- Major and Minor Collectors – roadways that gather traffic from local roads and funnel them to the arterial network to provide accessibility.
- Local Roads –roadways that are designed to discourage through traffic and are not intended for use in long-distance travel, they should be accessible for public use throughout the year.

Per the NDOT *Functional Classification Process and Procedures*, NDOT classifies its roadways using FHWA guidance.

As recommended in the TMP, the City is to update their roadway functional classifications to reflect the classification definitions and categories as found in the FHWA procedures and used by both NDOT and FHWA (shown in **Figure 2**). It was noted that with the implementation of some of the recommended projects within the TMP, or others that may alter the character of a roadway, it may be necessary for the City to modify the classification of a roadway based on the FHWA classification guidance.

Access spacing requirements, further discussed in **Section 3.5**, are based on the principles of roadway functional classification.

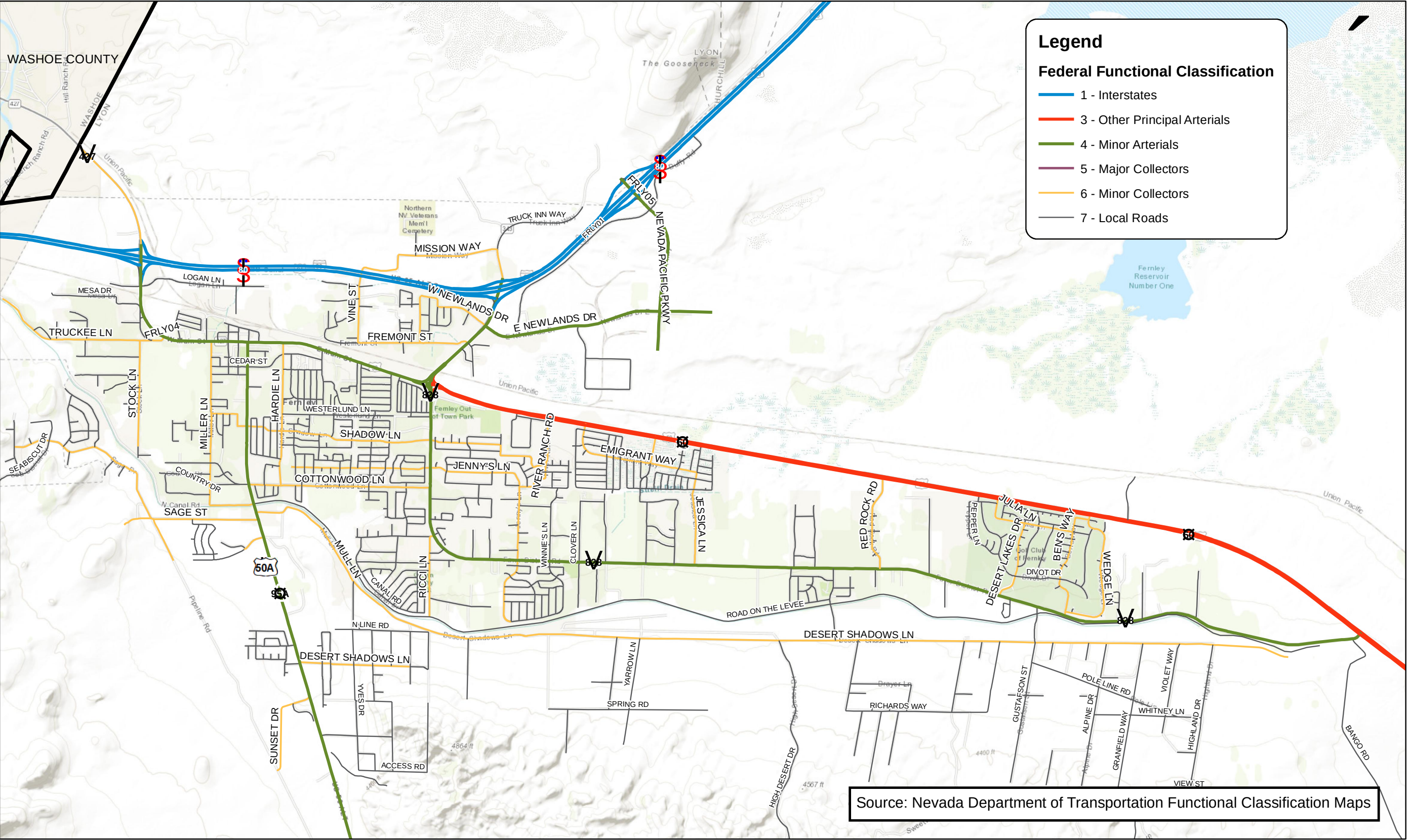


Figure 2 – City of Fernley Roadway Functional Classification

2.2. Functional Area

The TRB defines the functional area of an intersection as the area beyond the physical intersection of two controlled access facilities that constitutes decision and maneuver distance, plus any required vehicle storage length, and is protected through corner clearance standards and connection spacing standards⁷. While the physical area of an intersection is bounded by the corners of an intersection, functional area extends upstream and downstream of the physical intersection where intersection operation and conflicts influence driver behavior, vehicle operations, and traffic conditions. The conceptual functional and physical areas of an intersection are illustrated in **Figure 3**. A core purpose of corner clearance and access spacing requirements is to preserve the functional area of an intersection.

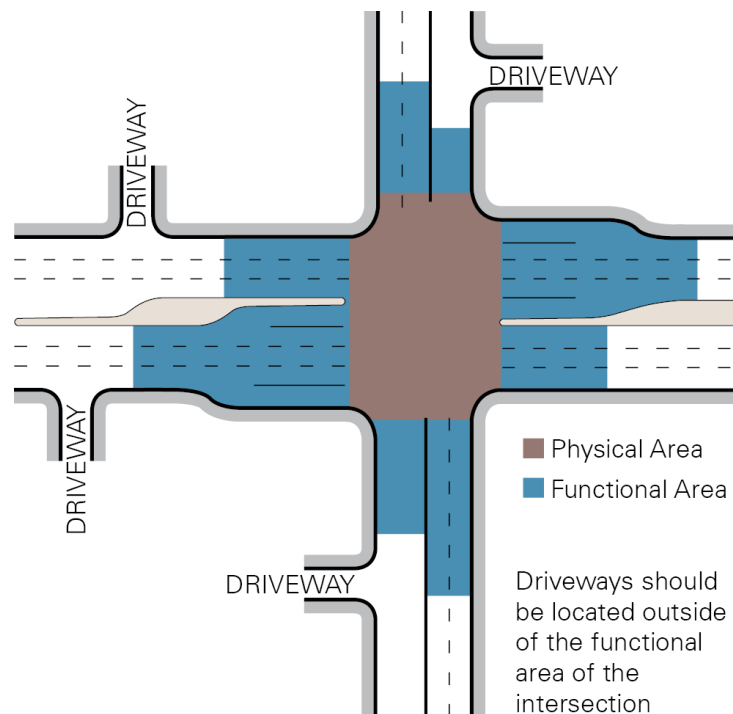


Figure 3 – Physical and Functional Area of an Intersection

Prohibiting driveways within the functional area of an intersection improves safety by eliminating turning movement conflicts between the roadway and driveway and by reducing the number of decisions motorists must make while approaching and traveling through an intersection. Prohibiting driveways or roadway connections within the functional area is recommended but not always practical or possible in the urban and suburban environments.

Identifying the functional area of an intersection is critical in managing access and determining the proper location of driveways. There are four different measures of functional area that are included in an evaluation:

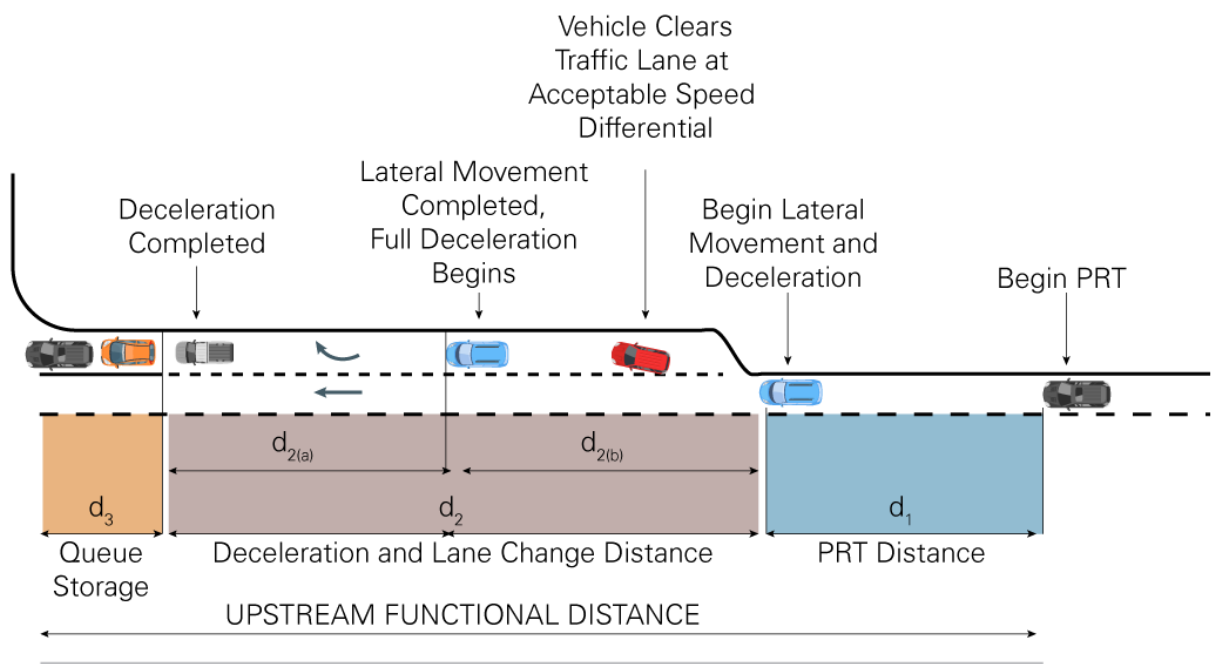
- Upstream on the major roadway
- Downstream on the major roadway
- Approach side on the minor roadway
- Departure side on the minor roadway

The TRB *Access Management Manual, 2nd Edition* outlines the methodology discussed in the following subsections for determining the functional area of an intersection. Functional area calculations are performed on a case-by-case basis evaluating the actual or anticipated posted speed limit (whichever is greater) and storage requirements for the appropriate intersection control.

2.2.1. Minimum Upstream Functional Area on Major Roadways

The minimum upstream functional area varies based on the speed of the roadway and queuing requirements. The minimum upstream functional area or upstream corner clearance is comprised of three (3) different components (shown in **Figure 4**):

- d_1 : distance traveled during perception-reaction time
- d_2 : distance traveled while the driver moves laterally and comes to a stop
- d_3 : storage length



Where

$d_{2(a)}$ = distance traveled while decelerating and transitioning from the through lane and into the turn lane and

$d_{2(b)}$ = distance traveled under full deceleration and lane-change maneuver

Figure 4 – Upstream Functional Distance Components⁷

At signalized intersections, the upstream functional area of an intersection is strongly influenced by cycle length and green time allocation. As such, modifications to signal timings can change the upstream functional area requirements of an intersection.

2.2.2. Minimum Downstream Functional Area on Major Roadways

The minimum downstream functional area is calculated using the distance traveled during perception-reaction time, distance traveled while the driver comes to a stop, influence area, and



stopping sight distance. The downstream corner clearance must be greater than or equal to the larger of:

- $d_1 + d_2$ (distance traveled during perception-reaction time plus distance traveled while the driver moves laterally and comes to a stop)
- Influence distance (combination of speed, functional class of roadway, and acceptable spill back rate from Table 9-8 in the TRB *Access Management Manual*, 1st Edition (included in **Appendix A**))
- Stopping distance (from the AASHTO *A Policy on Geometric Design of Highways and Streets*, 7th Edition Exhibit 3-2 Stopping Sight Distance)

2.2.3. Minimum Upstream Functional Area on Minor Roadways

The minimum upstream functional area on a minor road is based on queuing requirements for the upstream intersection and the probability of queues at the intersection blocking the adjacent access connection. Based on information contained in the TRB *Access Management Manual*, 2nd Edition for distance traveled during driver's perception-reaction time, it is recommended that a minimum upstream distance of 125 feet be provided. If 125 feet cannot be provided, the minimum upstream functional area on the minor roadway can be calculated using the procedures outlined in the Section 14.2 of the TRB *Access Management Manual*, 2nd Edition (see **Appendix B**).

2.2.4. Minimum Downstream Functional Area on Minor Roadways

The minimum downstream functional area on a minor road is based on the separation distance from the intersection to the nearest downstream access connection. The minimum value for downstream functional area on a minor road as available from Section 14.3 of the TRB *Access Management Manual*, 2nd Edition is 160 feet but can vary depending on the intersection geometrics (see **Appendix B**).

2.2.5. Corner Clearance

The TRB defines corner clearance as “the distance from an intersection of a public or private road to the nearest access connection, measured from the closest edge of the pavement of the intersecting road to the closest edge of the pavement of the connection along the traveled way”.⁷ An example of both adequate and inadequate corner clearance is provided in **Figure 5**. Parameters influencing the corner clearance of an intersection are illustrated in **Figure 6**.

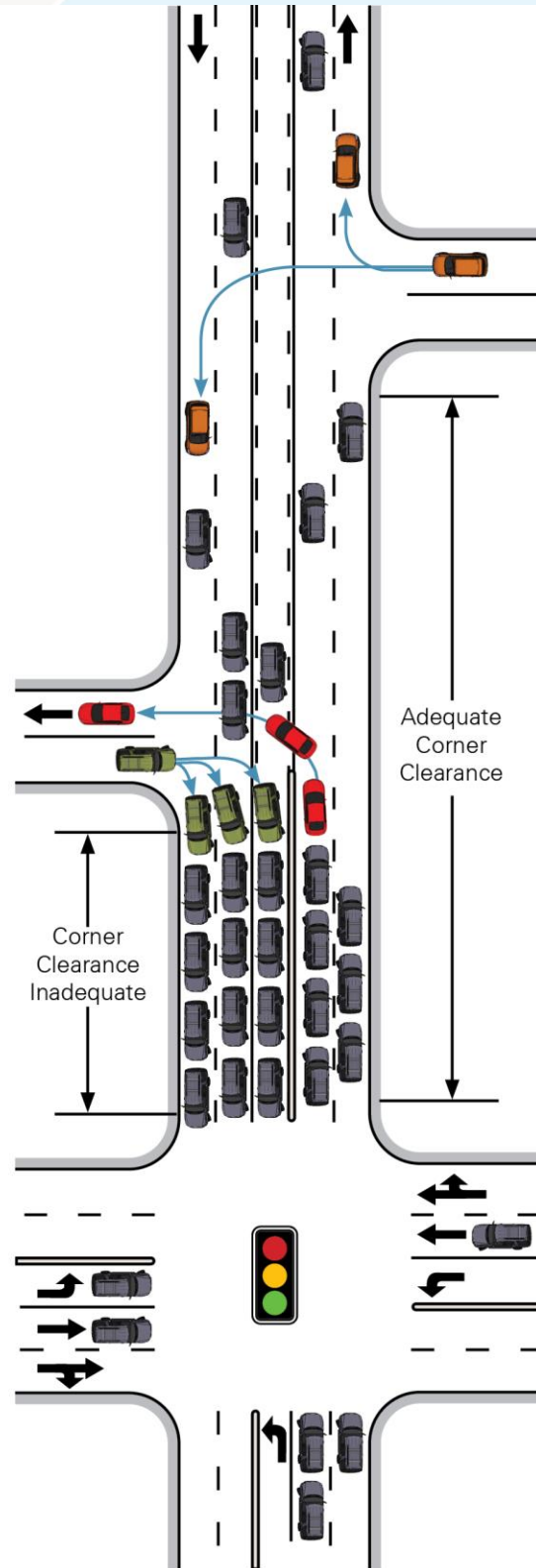


Figure 5 – Example of Adequate and Inadequate Corner Clearance

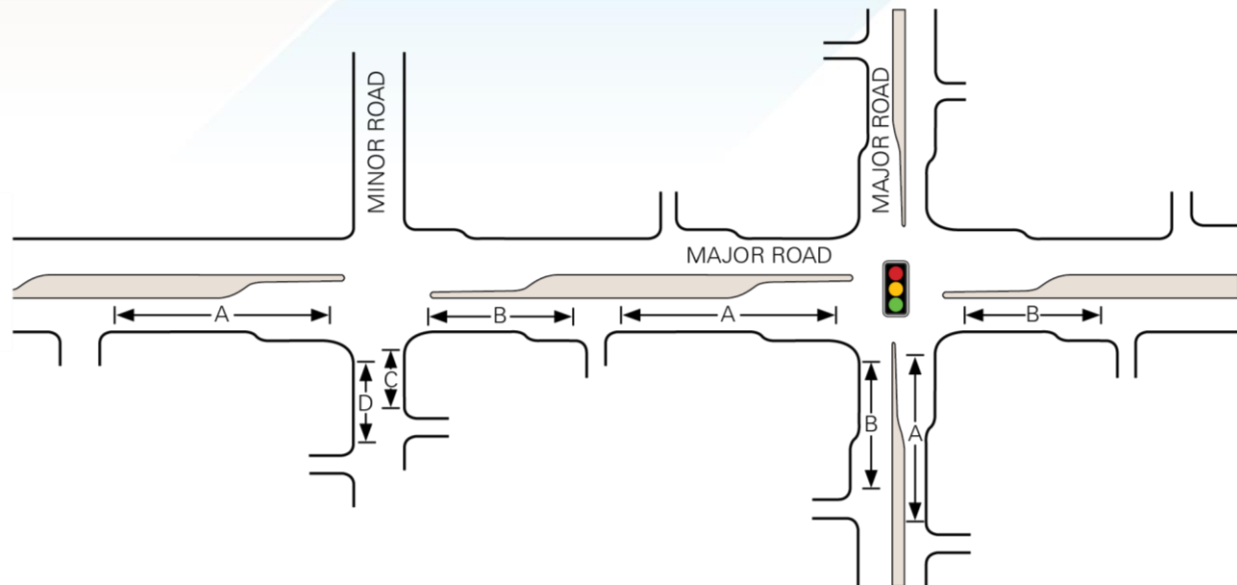


Figure 6 – Corner Clearance Parameters

Corner clearances guidelines for various types of intersections are summarized in **Table 1** by facility type and roadway speed. The guidelines are intended to provide a general understanding of the areas in which driveways may be limited or prohibited. Specific corner clearances at intersections should be calculated using the procedures in the *TRB Access Management Manual, 2nd Edition* and the site-specific conditions.

Table 1 – Corner Clearance Calculation Example

Speed (mph)	Major Roadway		Minor Roadway				
	Upstream (A)	Downstream (B)	Approach (C)	Departure (D)			
				Unchannelized (without right turn median)	Channelized (with right turn median)		
					R = 50'	R = 75'	R = 100'
25	320'	170'	125'	120'	200'	230'	275'
30	375'	290'	125'	120'	200'	230'	275'
35	450'	310'	125'	120'	200'	230'	275'
40	515'	365'	125'	120'	200'	230'	275'
45	600'	450'	125'	120'	200'	230'	275'
50	685'	535'	125'	120'	200'	230'	275'
55	785'	635'	125'	120'	200'	230'	275'

Note: Table is provided for reference only. Specific corner clearance calculations are to be performed on a case-by-case basis. Calculations included in the Table are based on the following parameters: TRB defined urban perception-reaction time – 1.5 seconds, storage queues – 150 feet (6 vehicles), 10% spill-back rate, level terrain, right turn lanes are present on the major approach.

Source: RTC SNV Clark County Area Access Management, 2011.

2.3. Conflict Points

Intersection conflict points along a roadway directly relate to operational safety. Access management can positively impact (reduce) the number of conflict points and thus directly improve roadway safety through intersection spacing and limits on access.

A single lane full access unsignalized intersection has a minimum of 32 vehicle to vehicle conflict points, as illustrated in **Figure 7**. The number of conflict points increases based on the number of lanes at the intersection.

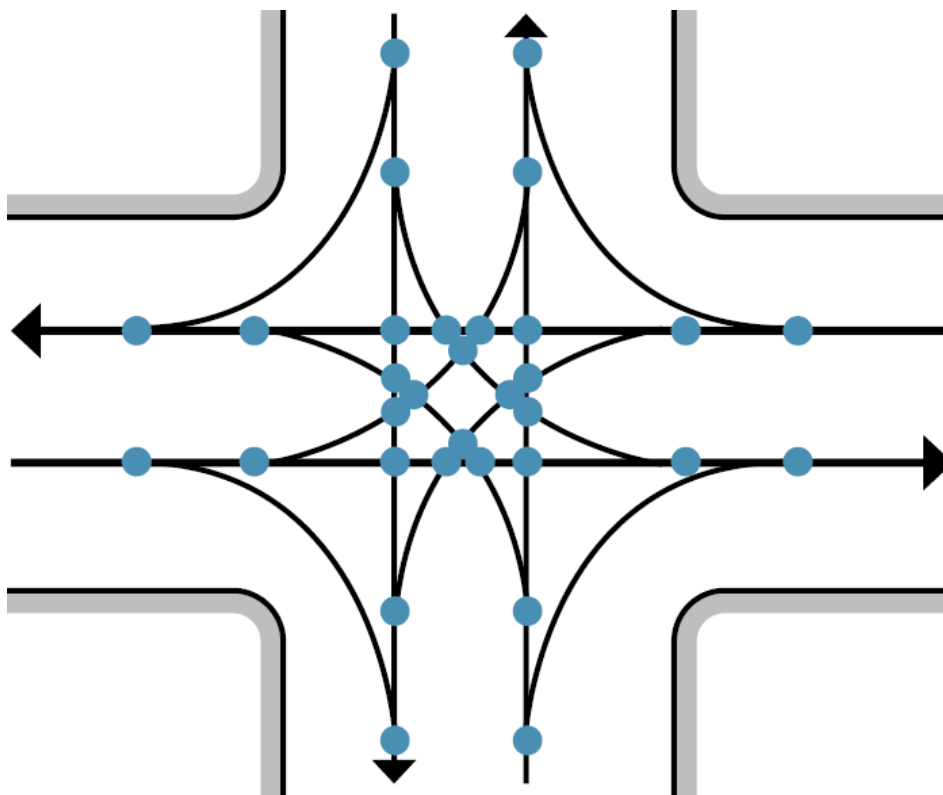


Figure 7 – Thirty-Two (32) Conflict Points at Full Access Unsignalized Intersection

At left-in/right-in/right-out intersections, left turn movements from the intersecting roadway or driveway approach are restricted through the use of a raised median. A single lane left-in/right-in/right-out intersection has a minimum of eight (8) vehicle to vehicle conflict points, as shown in **Figure 8**. The minimum number of conflict points increases based on the number of lanes at the intersection.

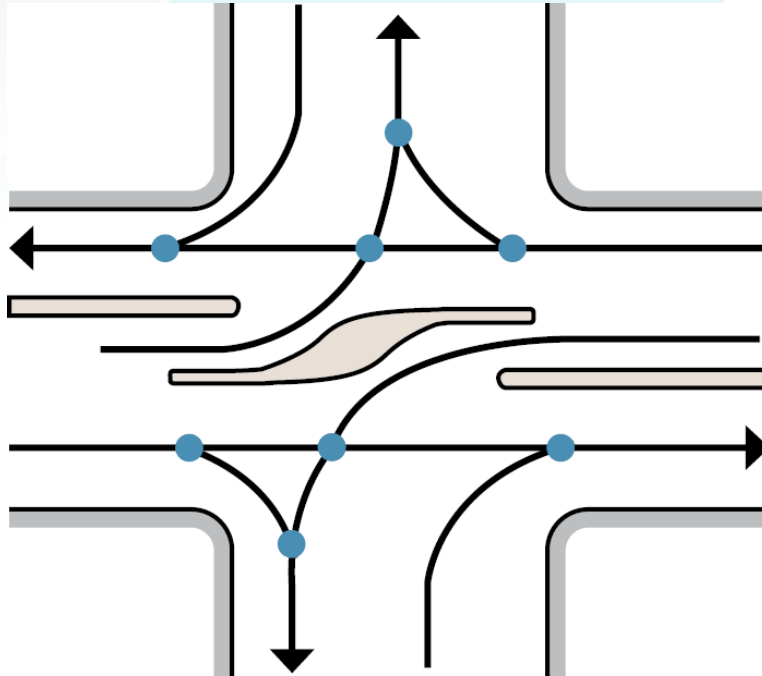


Figure 8 – Eight (8) Conflict Points at Left-In/Right-In/Right-Out Intersection

At right-in/right-out intersections, left turn movements from the intersecting roadway or driveway approach are restricted through the use of a raised median or directional islands approach. A single lane right-in/right-out intersection has a minimum of four (4) vehicle to vehicle conflict points, as illustrated in **Figure 9** and **Figure 10**. The minimum number of conflict points increases based on the number of lanes at the intersection.

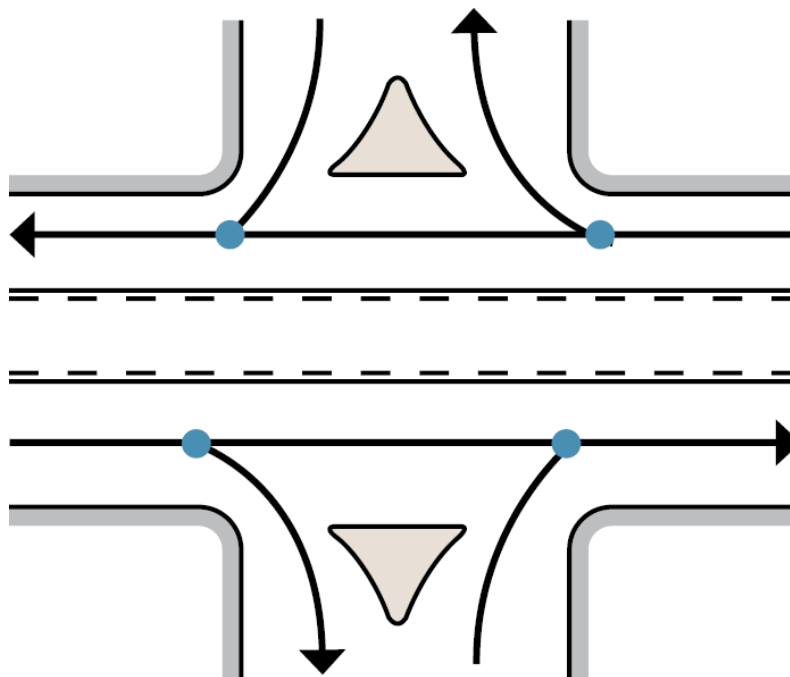


Figure 9 – Four (4) Conflict Points at Right-In/Right-Out Intersection (Channelizing Medians)

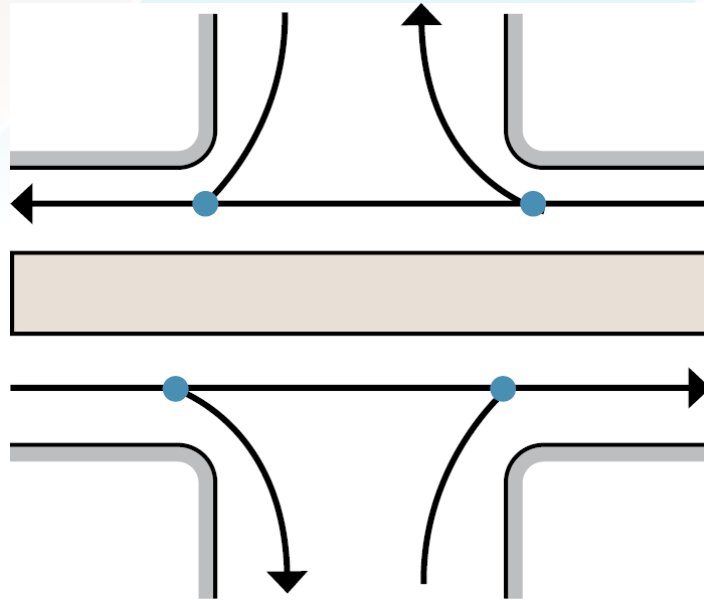


Figure 10 – Four (4) Conflict Points at Right-In/Right-Out Intersection (Center Median)

2.4. Complete Streets

Access management provides direct benefits to other roads users in additional to vehicular traffic. The National Complete Streets Coalition states “Complete Streets are streets for everyone. They are designed and operated to enable safe access for all users. Pedestrians, bicyclists, motorists and transit riders of all ages and abilities must be able to safely move along and across a complete street. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work”.¹³ When evaluating access management treatments and requirements, it is important to consider their impacts and benefits on all anticipated roadways users.

3. ACCESS ELEMENTS FOR PUBLIC ROADWAYS

The following subsections provide information regarding conflict points, median alternatives, sight distance, intersection and driveway spacing, and turn lane requirements.

3.1. Median Alternatives

According to the *TRB Access Management Manual, 2nd Edition*, more than two-thirds of access-related crashes involve left turning vehicles. The installation of medians limits the number and location of left turn movements and reduces vehicle to vehicle and vehicle to pedestrian conflict points. There are three (3) general types of median treatments: traversable, two-way left turn lane, and nontraversable medians. The *NDOT Access Management System and Standards* include standards for medians and are adopted by the City of Fernley (<https://www.dot.nv.gov/home/showpublisheddocument/11581/636492061425000000>).

The following subsections describe the three (3) general median treatments.

3.1.1. Traversable Medians

A traversable median refers to a median that vehicles can drive over, such as a painted double yellow strip (illustrated in **Figure 11**). A traversable median does not physically restrict vehicles from crossing into or across the path of opposing traffic. Traversable medians are not considered an effective access management alternative.

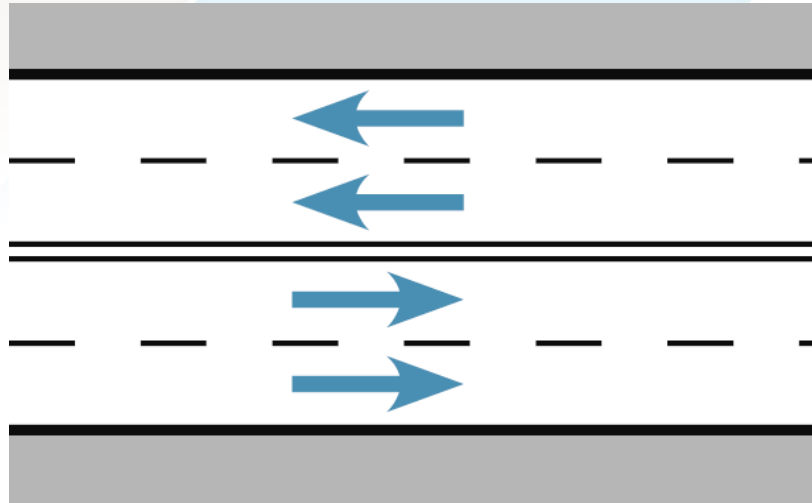


Figure 11 – Traversable Median

3.1.2. Two-Way Left Turn Lane Medians

A two-way left turn lane is located between opposing traffic flows and is also a traversable median that is not considered to be an effective access control alternative. Two-way left turn lanes provide a location for vehicles to move out of through traffic while waiting to make a left turn across the opposing traffic flow, as shown in **Figure 12**. With traffic volumes of 17,500 vehicles per day or more, roadways with a two-way left turn lane median are expected to have the same number of collisions as undivided roadways.⁷

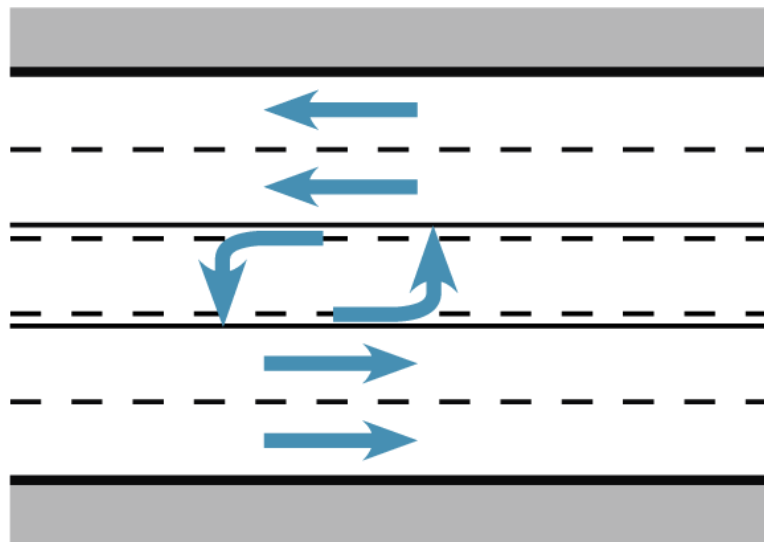


Figure 12 – Two-Way Left Turn Lane Median

3.1.3. Nontraversable Medians

A nontraversable median refers to any physical barrier that separates traffic flows and restricts left turn movements, as illustrated in **Figure 13**. Nontraversable medians can be a hard-curbed raised median, landscaped median, or any type of median that provides a physical barrier. If a nontraversable median includes landscaping, intersection sight visibility calculations are typically performed to ensure that the benefits of the nontraversable median are not offset by the creation of a barrier within intersection sight visibility zones.

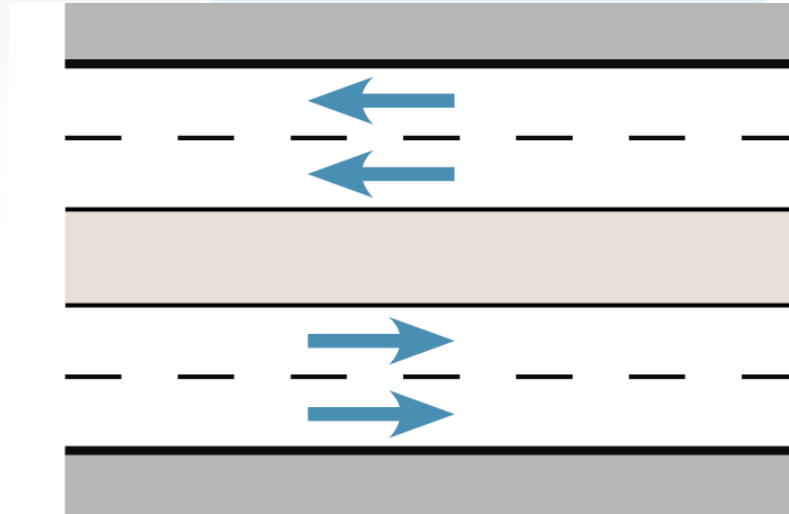


Figure 13 – Nontraversable Median

According to the TRB *Access Management Manual, 2nd Edition*, nontraversable medians are an effective access management technique and have several advantages:

- Nontraversable medians provide physical separation of vehicles traveling in opposing directions, thus reducing the potential for head-on collisions.
- The locations where left turns can and cannot occur are clearly defined, reducing driver workload.
- Proper left turn deceleration and left turn storage can be incorporated into the design of the median, reducing driver workload.
- The median width can serve as a refuge for drivers crossing the roadway or completing a turning maneuver.
- Spacing between access connections on opposite sides of the road can be safely reduced compared to roadways with a two-way left turn lane median due to the reduction in left-turn conflicts and driver workload.
- Left turn vehicular conflicts with pedestrians and bicyclists are reduced.
- The median can serve as a refuge to pedestrians crossing the roadway at intersections.
- Midblock pedestrian crossings can be provided and signalized without hindering traffic progression.
- Roadways with nontraversable medians generally have less delay to through traffic than roadways with two-way left turn lanes.
- Roadways with a nontraversable median are safer than roadways with a two-way left turn lane. The average crash rate on roadways with a nontraversable median is 30 percent less than those with a two-way left turn lane. When volumes exceed 24,000 to 28,000 vehicles per day, roadways with nontraversable medians are increasingly safer than roadways with two-way left turn lane medians.
- The median allows space for street lighting, traffic control devices, and landscaping.

3.2. U-Turns

U-turn movements can improve intersection and overall roadway operations when combined with nontraversable median treatments. The location of U-turn movements will depend on roadway type and functional operational characteristics, traffic volumes, and street considerations.

Providing access through a combination of right turns and U-turns can be safer than direct left turn access at undesirable locations and can reduce delay at upstream and downstream intersections. Access can be provided by a right turn followed by a U-turn or by a U-turn followed by a right turn.

In some instances, it may be beneficial to collect U-turns upstream or downstream of a traffic signal (mid-block U-turns) if capacity constraints exist, signal spacing is irregular and lengthy, or signal efficiency dictates restricting or eliminating left turn movements at the intersection. Downstream U-turn movements can be utilized if capacity constraints exist for left turn movements and they can collect U-turning vehicles downstream from the intersection.

Typically, four lane roads are not wide enough to accommodate U-turn movements. In these instances, U-turn flare options can be explored, as presented in **Figure 14** and **Figure 15**. These options include allowing a U-turn to occur within the shoulder, flaring a road at an intersection to allow for the U-turn movement, or providing provisions for the U-turn movement to occur within a bus turnout. Due to the specialized characteristics of U-turn flairs, design concepts need to be reviewed by the appropriate City of Fernley staff on a case-by-case basis and need to consider pedestrians, sight visibility, and ADA requirements.

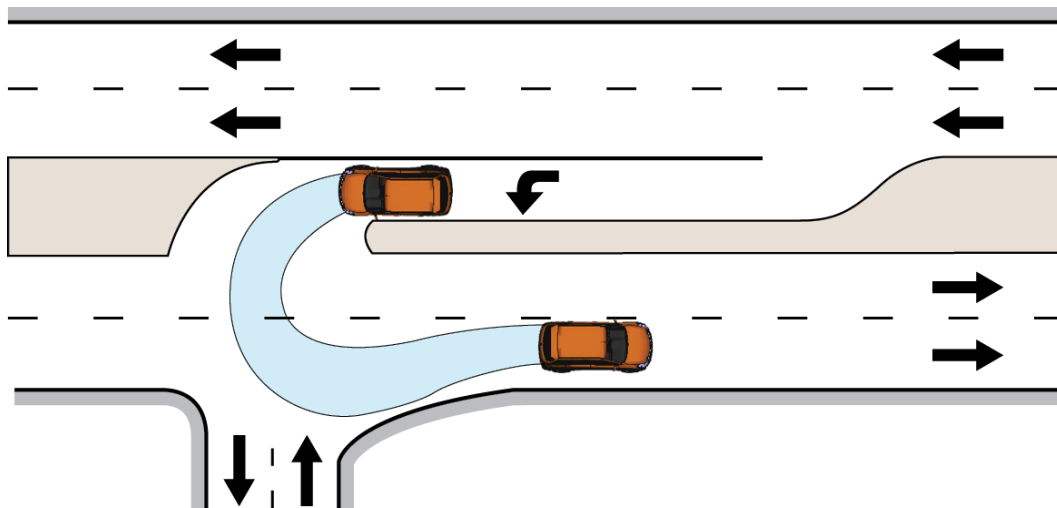


Figure 14 – U-Turn Flair (Example 1)

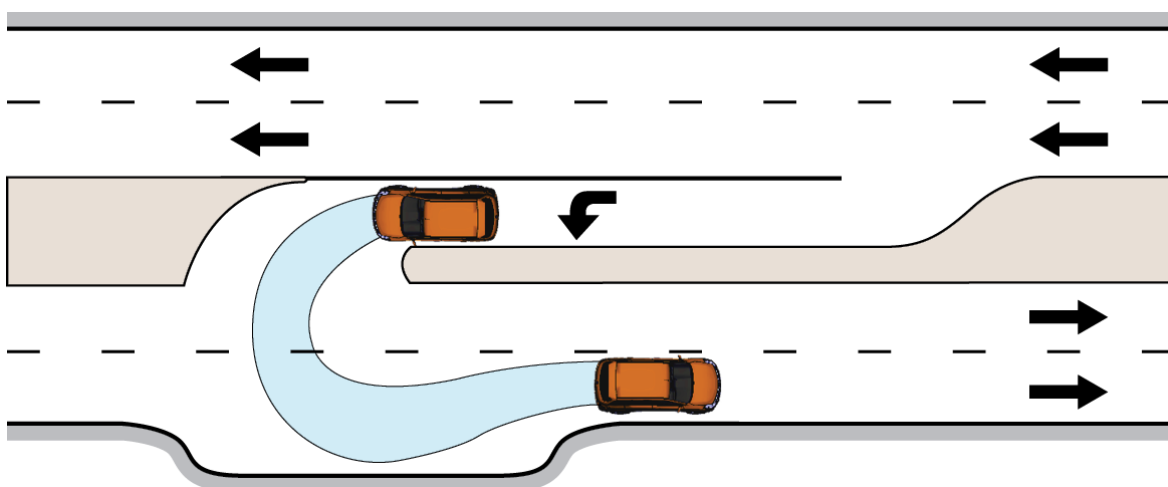


Figure 15 – U-Turn Flair (Example 2)

3.3. Sight Distance

Sight distance considerations are vital to determining proper placement of an access connection in addition to access spacing (further discussed in **Section 3.5**) Drivers must be able to clearly view the access from the highway or street in order to safely stop or slow. Similarly, drivers must be able to clearly view the highway or street access in order to appropriately identify a gap during which a turning or crossing movement can be made. Sight visibility obstructions are illustrated in **Figure 16**. It should be noted that if the left turn lanes are not lined up correctly, oncoming left turning vehicles can also obstruct sight distance. Three (3) types of sight distances are generally considered when determining location and design of access connections: decision sight distance, stopping sight distance, and intersection sight distance. Sight distance requirements should comply with requirements outlined in Section 9.5 of the AASHTO *A Policy on Geometric Design of Highways and Streets*, 7th Edition.

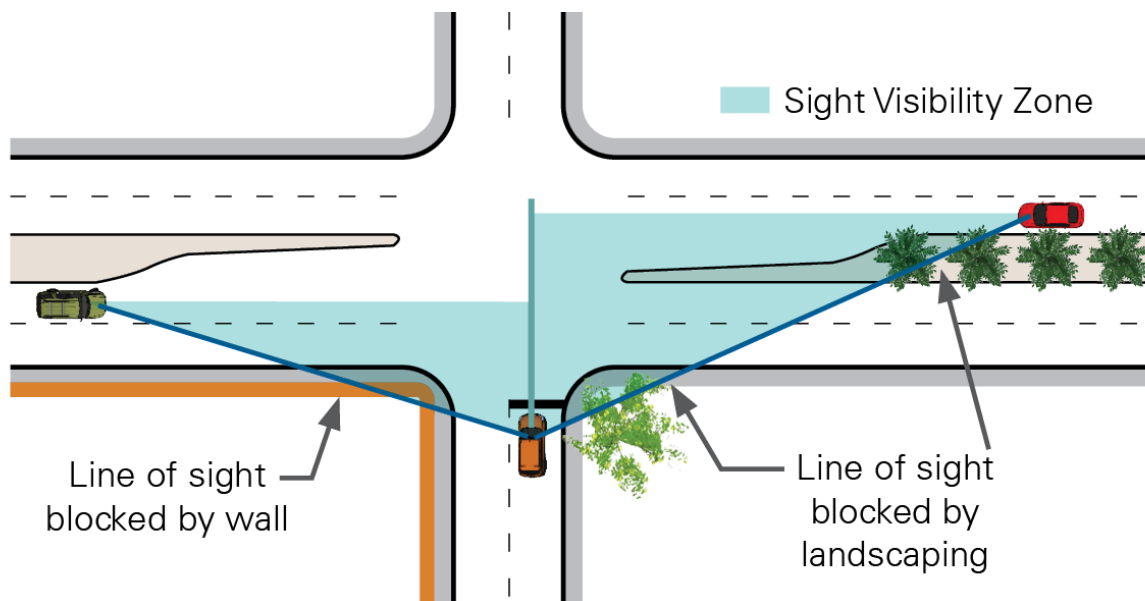


Figure 16 – Example of Sight Visibility Obstructions

3.4. Intersection and Driveway Spacing

NDOT access location standards are provided in **Table 2**, based on roadway class and location/posted speed limit, per the current NDOT *Access Management System and Standards* (<https://www.dot.nv.gov/home/showpublisheddocument/11581/636492061425000000>). The City of Fernley intersection and driveway spacing follows the NDOT minimum spacing requirements unless a variance is justified through an engineering and safety study.



Table 2 – Access Spacing Requirements

Roadway Class	Location/ Posted Speed Limit	Full Access		Limited Access	
		Signalized Intersection Uniform ¹ Spacing	Unsignalized Intersection/ Roundabout Minimum ² Spacing	Left-In/ Right-In/ Right-Out Only Minimum ² Spacing	Right-In/ Right-Out Only ³ Minimum ² Spacing
Interstate Freeways	Urban/ Suburban/ Rural	• Full control of access • Access is available only via grade-separated interchanges • All interchanges must meet public road spacing (1 mile in urban, 2 miles in suburban, and 3 miles in rural areas) and comply with FHWA policy			
Other Freeways	Urban/ Suburban/ Rural	• Full control of access • Access is available only via grade-separated interchanges • All interchanges must meet public road spacing (1 mile in urban, 2 miles in suburban, and 3 miles in rural areas) • Access to federal aid freeways must comply with federal regulations			
Expressways	≤ 55 mph	5,280'		5,280'	1,320'
	≥ 60 mph	10,560'			
Other Principal Arterials	≤ 35 mph	1,320'		660'	350'
	40-55 mph	2,640'	1,320'	990'	660'
	≥ 60 mph	5,280'	2,640'	1,320'	800'
Minor Arterials	≤ 35 mph	1,320'		660'	300'
	≥ 40 mph	2,640'	1,320'		350' - 600'
Major Collectors	≤ 35 mph	1,320'		440'	250'
	≥ 40 mph	2,640'	1,320'	660'	300' - 500'
Minor Collectors	≤ 30 mph	1,320'	660'	440'	200'
	≥ 35 mph				250' - 400'
Frontage/ Service/ Local Roads	-	As necessary for the safe operation and proper design of adjacent accesses		330'	200'

Notes:

All dimensions above are measured from center-to-center of accesses.

The spacing standards provided above also apply to private, direct access. Restrictions may be placed on the access permit. Refer to the *NDOT Access Management System and Standards* for additional details.

¹Uniform spacing refers to the exact spacing to be achieved. Any spacing either greater or smaller than these standards is considered a deviation.

²Minimum spacing refers to the minimum spacing to be achieved between two adjacent accesses. However, greater spacing may be needed, depending on other requirements (see Chapter 4 of the *NDOT Access Management System and Standards* for additional details).

³Where applicable, the range of spacing values corresponds to a range of speeds. The greater spacing values will be required at higher speeds.

Source: *NDOT Access Management System and Standards*, 2017.



3.5. Turn Lanes

The purpose of a right turn lane is to allow vehicles to slow (decelerate) and complete a turning movement without impacting the through movements on the roadway, thus removing a conflict point. Right turn lanes improve roadway operations along congested corridors, at locations with high right turning volumes or a high percentage of heavy vehicles, and along corridors with high travel speeds. Right turn lanes, when applied properly, typically reduce the potential for rear-end and side swipe crashes at intersections. To realize these safety and operational benefits, right turn lanes are typically recommended at all intersections on principal and major arterials where traffic volumes, vehicle speeds, or operational issues are a concern.

Similarly, to reduce an additional conflict point, dedicated left turn lanes at intersections provide left turning vehicles the ability to move out of the through traffic stream and wait for a gap in opposing traffic or wait until the left turn movement is assigned priority by a traffic signal. Dedicated left turn lanes can improve roadway operations and reduce crash potential as long as the storage capacity meets or exceeds the left turn demand. If the storage is inadequate, left turning vehicles spill back into the through travel lanes, disrupting the flow of traffic and creating the potential for a rear-end or sideswipe crash. Dedicated left turn lanes are typically provided at public road intersections and are normally designed to accommodate the existing or anticipated left turn volumes. This could include single, double or triple left turn lane configurations.

Turn lanes on principal and major arterials should be designed per the turn lane warrants and lengths provided in the *NDOT Access Management System and Standards* (<https://www.dot.nv.gov/home/showpublisheddocument/11581/636492061425000000>).

4. DESIGN ELEMENTS FOR DRIVEWAYS

The following subsections provide guidelines for geometric driveway design parameters including curb radius, width, throat depth, angle, grade, lane configuration, and offset driveways. Driveways should be designed in compliance with applicable City of Fernley Standards Details for Public Works Construction (included in **Appendix B**). Based on best practices and national guidance, the City of Fernley requires a minimum of a 15-foot departure curb radius (out) and a 25-foot approach curb radius (in) at commercial/urban driveway access unless a variance is justified through an engineering and safety study. If the City of Fernley Standard Details do not contain guidance for the design element, engineering judgement and the *NDOT Access Management System and Standards* should be considered as a reference.

4.1. Curb Radius

The commercial driveway curb radius or curb return refers to the radial length of the curved approach and departure of a driveway. Both are measured from the back of curb to the center point of the radius, as illustrated in **Figure 17**.

The driveway curb radii needs to be designed to accommodate the types of vehicles anticipated to utilize the driveway. The *AASHTO A Policy on Geometric Design of Highways and Streets* includes typical design vehicles of passenger car, single-unit truck, conventional school bus, intermediate semi-trailer among others with minimum design radii ranging from 23.8 – 51.2 feet. Properly designed radii allow turning vehicles to efficiently transition from the roadway to the driveway, minimizing impacts to the through movements on the roadway and eliminating encroachment on the opposing driveway lanes. Properly designed curb radii also reduces

pedestrian conflict and damage to curb, gutter, and sidewalk that can occur when large vehicles are forced to use a driveway that has not been designed to accommodate such vehicles.

When the driveway approach radius is too small, vehicles are forced to encroach on the opposing driveway lanes. This encroachment generally leads to reduced turning speeds and possible vehicle conflicts. The reduced entering speed causes vehicles that are following the turning vehicle to slow down, stop or encroach into the adjacent through lane to avoid a collision. This increases the potential for crashes and degrades the overall operation of the roadway. Examples of adequate and inadequate driveway curb radii are illustrated in **Figure 18**. Additional curb radius guidance is provided in the TRB Access Management Manual, 2nd Edition, Section 13.7 (See **Appendix B**).

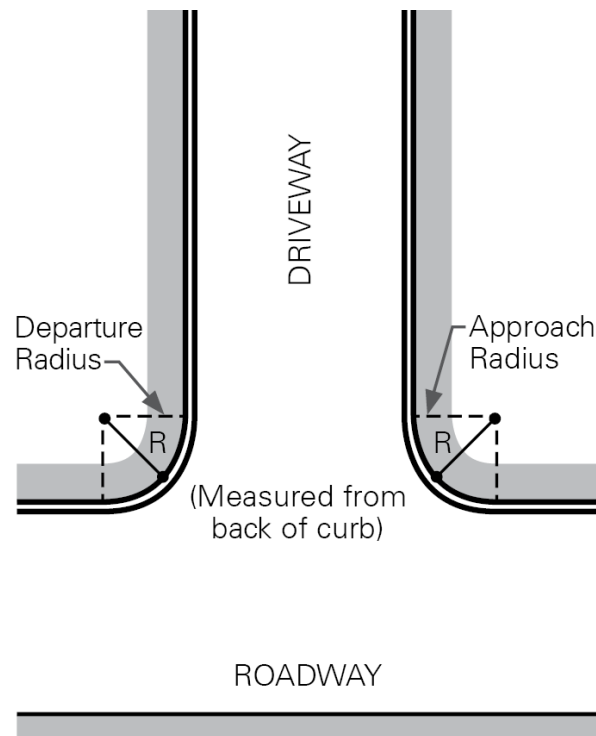


Figure 17 – Driveway Curb Radius Measurement

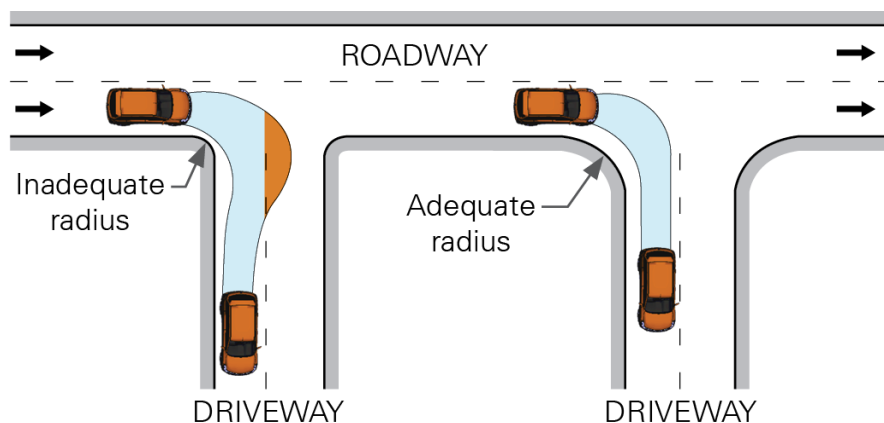


Figure 18 – Examples of Adequate and Inadequate Curb Radii

4.2. Width

The width of a driveway is the distance measured from face of curb to face of curb at the narrowest point, as shown in **Figure 19**. The width of a driveway needs to be designed such that it accommodates the expected traffic volumes, anticipated vehicle types, and necessary turning movements. If driveway wider than 40 feet is required, the crossing distances increase, and a pedestrian refuge island should be considered.

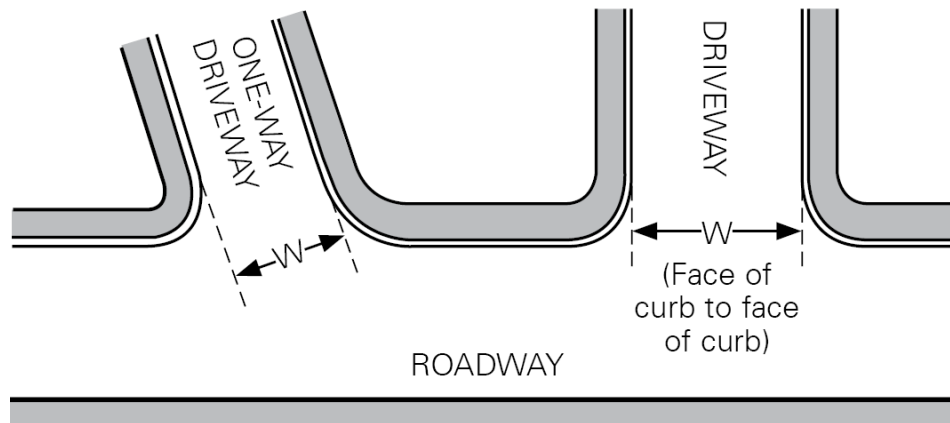


Figure 19 – Driveway Width Measurement

4.3. Throat Depth

Driveway throat depth is the distance from the point of tangency (PT) of approach curb return to the first on-site access, decision, or conflict point, as shown in **Figure 20**.

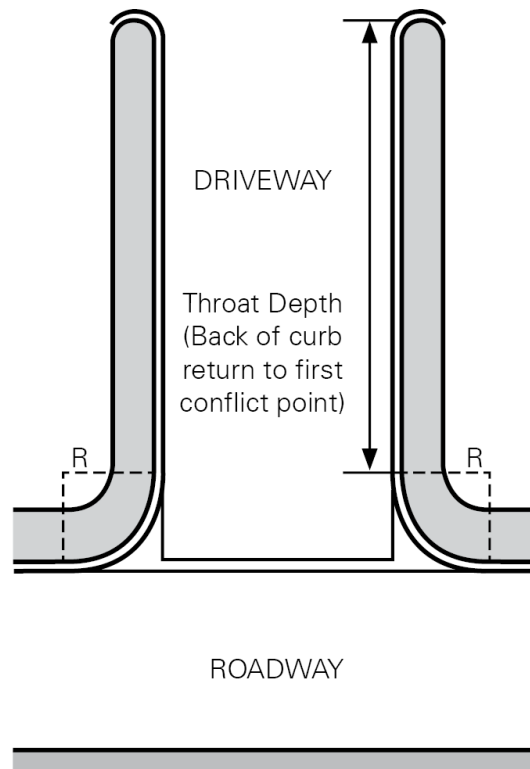


Figure 20 – Driveway Throat Depth Measurement

Driveways that lack proper throat depth, such as in **Figure 21**, do not prevent vehicles that experience conflicts onsite from queuing into the adjacent roadway. On-site conflicts can include parking maneuvers and drive aisle connections in the immediate vicinity of the driveway. Inadequate throat depth and the resulting conflicts can impact operations at the driveway and on the adjacent roadway, increasing the potential for collisions between vehicles and between vehicles and pedestrians.

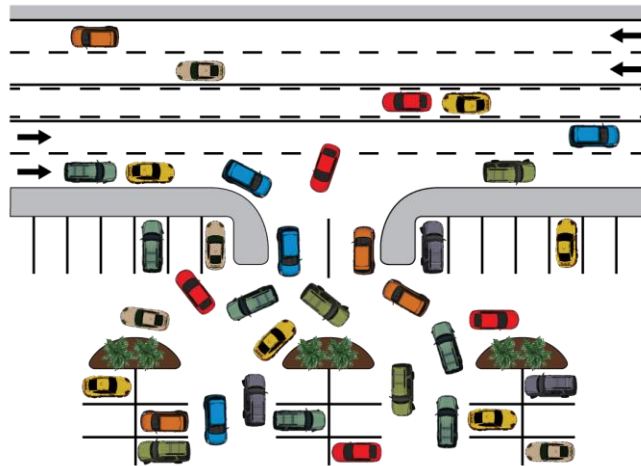


Figure 21 – Example of Inadequate Driveway Throat Depth

Driveways with proper throat depth, such as in **Figure 22**, allow vehicles to enter a development and travel some distance before encountering a decision or conflict point. The City of Fernley requires a minimum 30 feet of throat depth unless a variance is justified. For larger developments, additional throat depth (up to 75 feet) may be required as deemed necessary by the City.

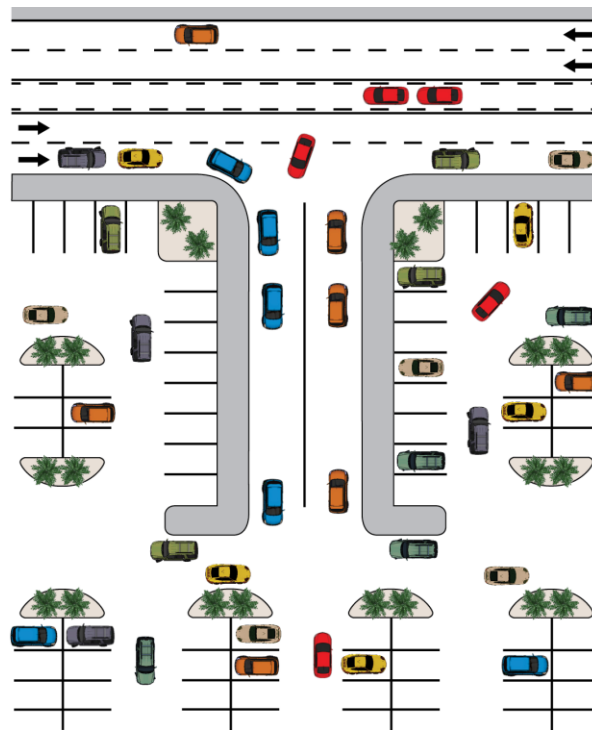


Figure 22 – Example of Adequate Driveway Throat Depth

4.4. Angle

Driveways are generally designed at or near right angles to the adjacent roadway. Driveway angle is measured from the face of curb on the roadway to the face of curb on the driveway. Two-way driveways operate best when designed at or near a right angle. In some instances a one-way inbound or outbound driveway may be desired. In these cases, the driveway provides for best operations when the angle is designed between 70 degrees and 90 degrees (lower angles only appropriate on collector roads), as illustrated in **Figure 23**. If a one-way inbound driveway is desired, additional analysis may be completed to address pedestrian conflicts due to higher vehicle entry speeds. Visibility and varied curb radii are also considered when designing a driveway at an angle other than 90 degrees. The limited visibility created by angled driveways can be dangerous for pedestrians and bicyclists. When pedestrian and/or bicycle traffic are anticipated at an angled driveway, additional safety considerations may be required by the City to be included in the angled driveway design.

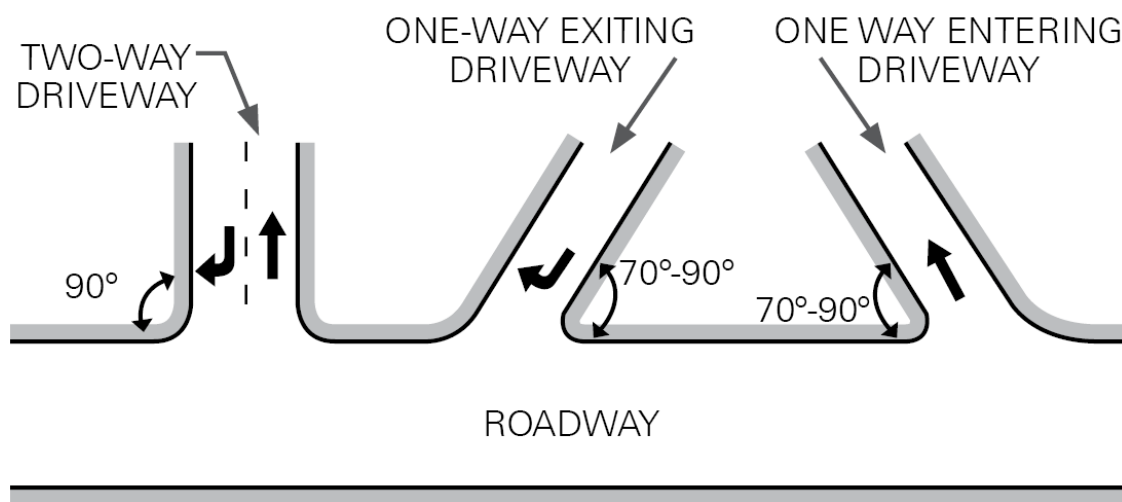


Figure 23 – Driveway Angle

4.5. Grade

Driveway grade is a measure of the slope, up or down, from the adjacent roadway. Driveway grade is an important access management design parameter because as algebraic difference in grade (or grade break) between the roadway and driveway increases, vehicle speeds must decrease to enter and exit the driveway. Vehicles entering driveways with large grade breaks must slow down, thus increasing the possibility for a rear-end collision as well as slowing vehicles on the public roadway. Vehicles exiting the driveway must wait for a larger gap because they must maneuver across the grade break and enter traffic at slower speeds. In addition, drivers of low-profile vehicles may need to enter and exit the driveway at an angle, encroaching on the other travel lanes, to avoid bottoming out (see Standard Details 146 and 147 in **Appendix B**).

4.6. Offset Driveways

Closely spaced driveways on opposite sides of an undivided roadway or roadway with a two-way left turn lane median can cause drivers to make jog maneuvers instead of distinct turning movements, as illustrated in **Figure 24** and **Figure 25**, respectively.

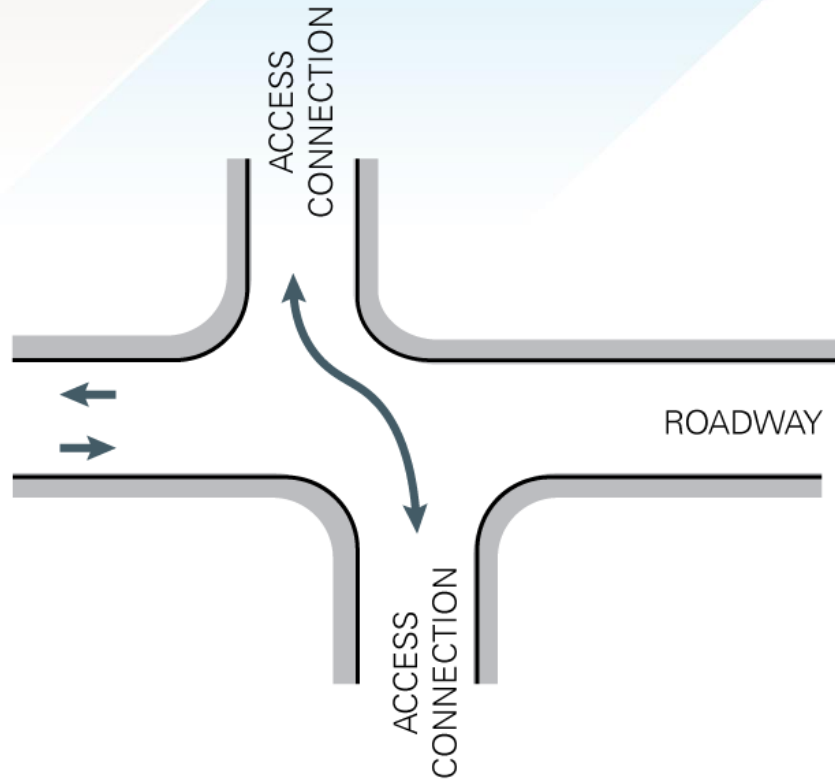


Figure 24 – Jog Maneuver⁷

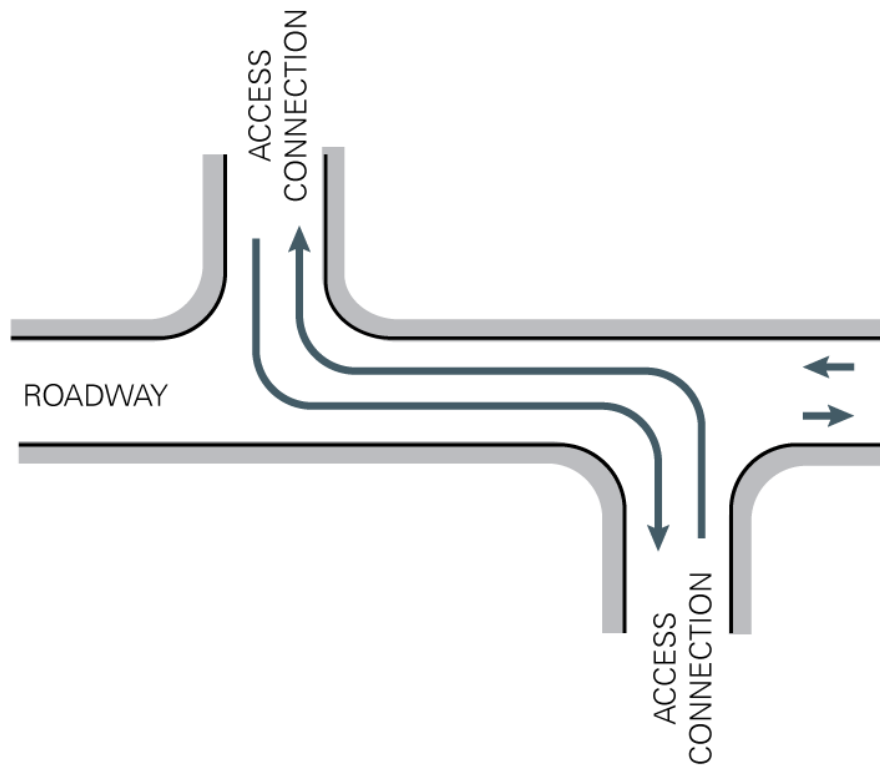


Figure 25 – Distinct Turning Movements⁷

Furthermore, on roadways with a center two-way left-turn lane, there is the potential for overlapping left-turn movements as a result of offset driveways (shown in **Figure 26**).

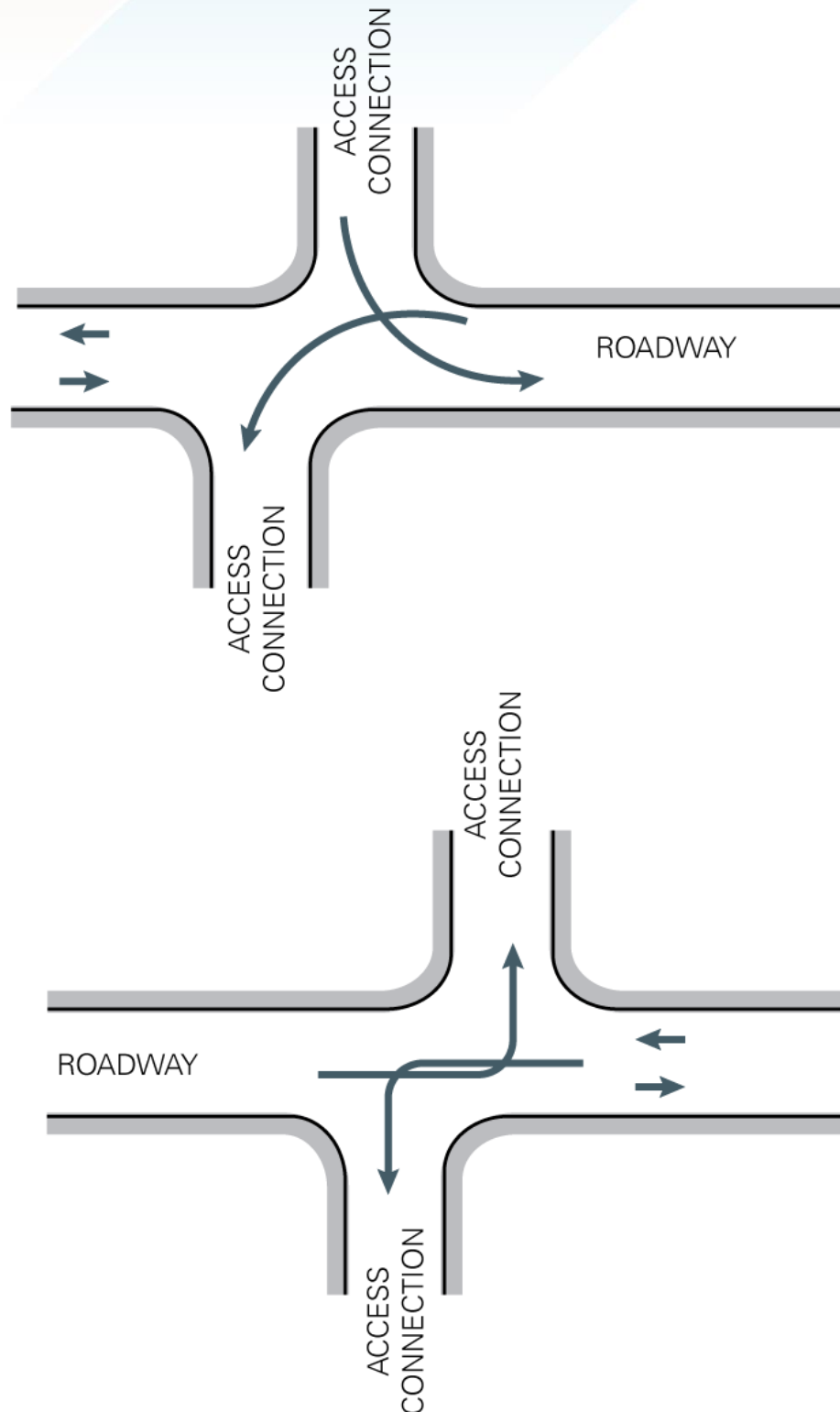


Figure 26 – Overlapping Left Turn Movements⁷

If possible, driveways on opposite sides of the road should be aligned to mitigate the potential left-turn movement conflicts. If driveway alignment is not possible, standards from the TRB *Access Management Manual, 2nd Edition* should be followed (presented in **Table 3**). Offset distances are measured centerline-to-centerline.

Table 3 – Minimum Offset for Access Connections on Opposite Side of the Road

Speed (MPH)	Offset (Feet)
≤ 30	175
35	330
40	660
50	990
≥ 55	1,320

Source: TRB Access Management Manual, 2nd Edition.

5. SITE DESIGN

This section describes components of site design including shared access, cross access, on-site circulation, drive-through queuing, and gated access queuing.

5.1. Shared Access

Shared access occurs when two or more parcels share a driveway connection to a roadway, as shown in **Figure 27**. Shared access driveways are key access management elements because they reduce the number of driveway connections to the roadways, increasing mobility and safety. Shared access driveways can be located on a property line or they can be located entirely on one parcel and provide cross access to adjacent parcels as is common for commercial developments. Documentation should be submitted during the planning and entitlement process showing that the developer contacted the adjacent property owners in an attempt to share access and the results of that contact. During this process, the developer should notify adjacent property owners that their future driveway options may be limited if they choose not to coordinate a shared access driveway.

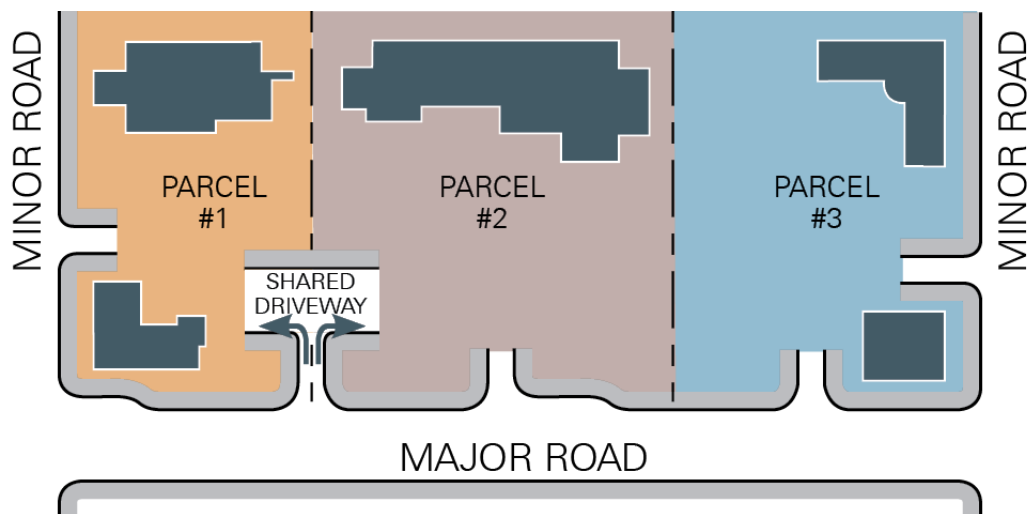


Figure 27 – Example of Shared Access Between Parcels

5.2. Cross Access

Cross access occurs when there are direct access connections between adjacent properties across property lines, as illustrated in **Figure 28**. Cross access connections can be developed in conjunction with individual shared access driveways or can span multiple parcels and driveways in the form of on-site circulation routes for large commercial or mixed-use developments.

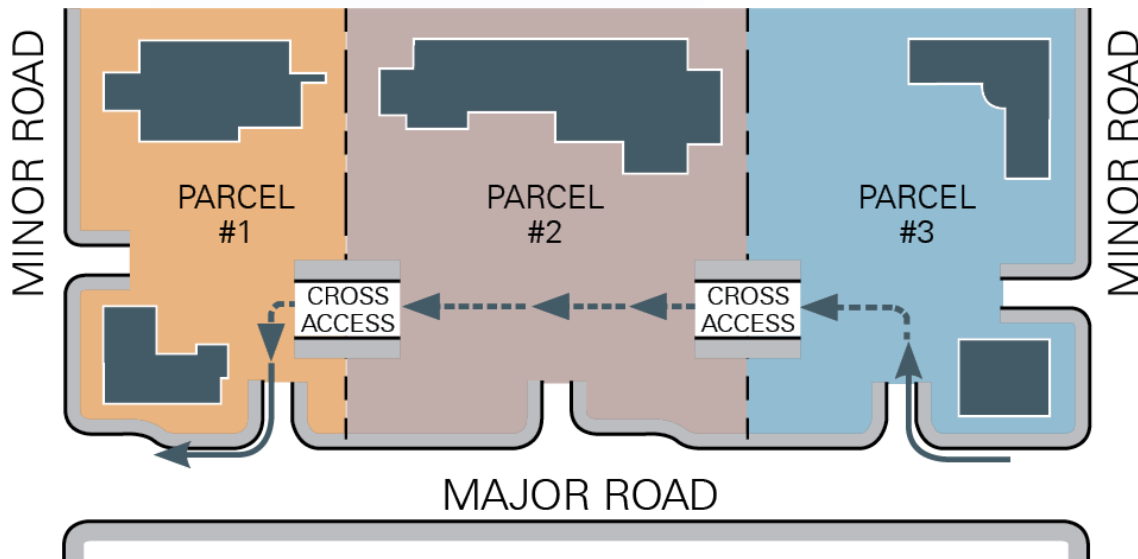


Figure 28 – Example of Cross Access Between Parcels

Providing cross access reduces the need for vehicles to travel on the public roads, thus decreasing vehicular conflicts, improving system efficiency and increasing vehicular and pedestrian safety. Cross access also provides positive business benefits and improved patron satisfaction by allowing easy and convenient access from one development to another. Cross access can also benefit individual parcels by balancing parking demands which can allow for more intense development. Cross access can be particularly beneficial for corner lots, where left turn access is generally not allowed due to the access restrictions within the functional area of the adjacent intersection. By creating cross access connections, patrons are able to access an adjacent development and travel to their destination on-site without being required to make U-turns or other complex maneuvers on the public roadway. In some cases, shared driveways or interconnected driveways can be located in such a way as to take advantage of gaps from adjacent traffic signals. This broadens the access choices of patrons and maintains the operational efficiency of the public roadways.

A combination of both shared access and cross access should be considered for neighboring developments. Documentation should be submitted during the planning and entitlement process showing that the developer contacted the adjacent owners in an attempt to coordinate cross access and the results of that contact.

5.3. On-Site Circulation

Access locations, building locations, on-site roadways, drive aisles, and parking are all interrelated and part of the on-site circulation system. Good on-site circulation is needed within private developments to protect the operational efficiency of the adjacent public roads. Properly designed on-site circulation is a concern for the City of Fernley because on-site operations near public roadway connections have a direct impact on the safety and operation of the adjacent street network.



On-site circulation roadways need to be designed for the anticipated design vehicle characteristics and roadway use. The following geometric features are normally considered when planning and designing on-site circulation roadways:

- Horizontal and vertical curves
- Appropriate grades
- Drainage considerations
- Sight distance and/or sight visibility
- Vehicle turning radii
- Manual on Uniform Traffic Control Devices (MUTCD) signing and striping requirements

New development and redevelopment projects facilitate the movement of traffic when they provide circulation routes between and around buildings. This facilitates separation of patrons and loading dock/delivery operations, and can improve emergency response. Regardless of the configuration of the on-site roadways, it is important for the site design to provide adequate space for all vehicle maneuvers (including deliveries) to be completed on-site so as not to impact the flow of traffic on the adjacent roadway.

On-site circulating roadways are a key component of the City's access management policy because they allow the site generated traffic to be conveyed and processed on site as opposed to the adjacent public street network. They also provide opportunities to direct site generated traffic to side street intersections that meet intersection spacing requirements for traffic signalization.

5.4. Drive-Through Queuing

Businesses that provide drive-through services, such as banks, fast food restaurants and coffee shops, must provide adequate on-site storage for vehicles waiting to be served. This storage is commonly referred to as drive-through queue distance. Adequate queue distance is provided so vehicles waiting to be served do not spill back into the adjacent public roadway. Drive-through operations should also be oriented so vehicle queuing does not block on-site parking or the circulating roadways supporting the business. Queuing areas are commonly separated from other internal drive aisles by raised medians.

As shown in **Figure 29**, an improperly designed drive-through can impact the adjacent public roadway. When this occurs, vehicles traveling on the roadway are delayed and the risk of rear-end and sideswipe crashes increases. The example also shows that the drive through queue is blocking parking spaces and it is difficult for vehicles to circulate around the property.

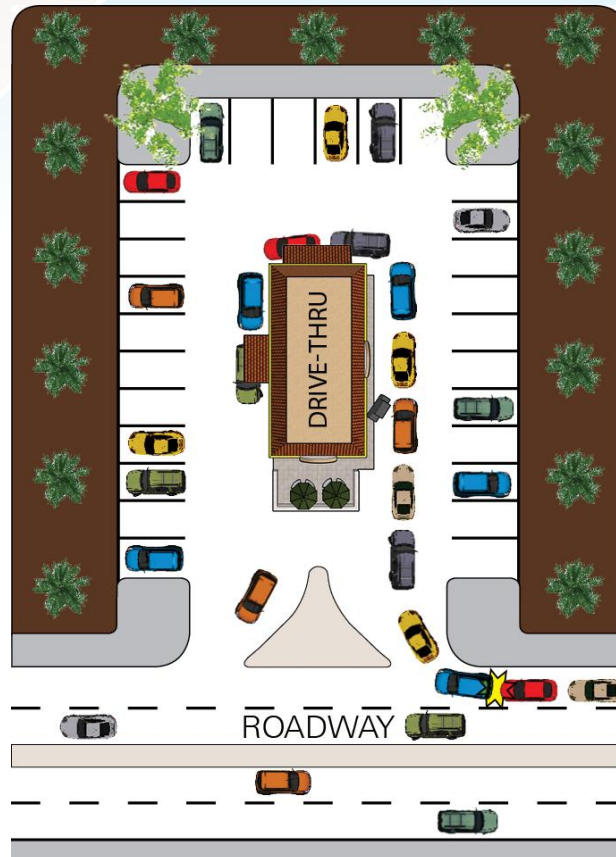


Figure 29 – Example of Inadequate Drive-Through Queuing Distance

If a queuing analysis is required, the following equation from Chapter 8 of the *ITE Transportation and Land Development Handbook, 1st Edition* can be used to calculate queuing requirements.

$$M = \left[\frac{\ln P(x > M) - \ln Qm}{\ln p} \right] - 1$$

Where:

M = number of customers in the queue waiting to be served (number of customers in the system minus the number being served)

P(n) = steady-state probability that exactly n customers are in the queuing system

P(0) = probability that zero vehicles are in the queuing system

N = number of parallel service positions

p = demand rate / service rate = q/NQ = utilization factor

q = mean average arrival rate of vehicles into the system (vehicles/hour)

Q = mean average service rate per service position (vehicles/hour/position)

Qm = relationship between queue length, number of channels and utilization factor (if n=1, Qm=p)



As an alternative to the above methodology, queuing studies of actual vehicle service queue demands for the drive-through development and microsimulation based on service rate can also be provided for City review.

5.5. Gated Access Queuing

The two general types of gated access are residential and non-residential (commercial). The most important consideration when designing a gated access is to provide adequate throat depth such that vehicles do not queue onto the adjacent roadway while waiting to pass through the gate. The following subsections describe the two different types of gated access and design requirements that are typically incorporated into each gated access design. Queuing distance can be calculated using the equation provided in **Section 5.4** from the ITE publication *Transportation and Land Development*.

5.5.1. Residential Gated Queuing

Residential gated access can be manned or unmanned. In the event that gated access is proposed for a residential development, the following items are commonly considered:

- Vehicle turnaround after the callbox (or guardhouse) and before the gate
- Adequate width for emergency vehicle ingress and egress
- Vehicle detection (loop detectors or other means)
- Remote entry, such as a garage door type opener or radio frequency identification (RFID) tag reader for residents. This reduces the need for each vehicle to stop at the entrance. A card reader does not fulfill this requirement as vehicles must stop to place their card into or on the card reader
- Pedestrian refuge area in islands, if required due to increased driveway width
- Throat depth requirements must be met. Throat depth is measured from the guard house or callbox to the edge of travel way or public roadway.
- If the gate is located at a traffic signal the required throat depth will need to be determined by a specific traffic impact study or have a minimum throat depth of 100 feet. The appropriate vehicle length for the queuing analysis at a gated entry is 25 feet
- If minimum requirements cannot be met then a traffic study may be required. The appropriate vehicle length for the queuing analysis is 25 feet

5.5.2. Non-Residential Gated Queuing

Non-residential gated access design will be reviewed by the City on a case-by-case basis. A gated access design needs to consider the type of commercial development, peak hour trips, and anticipated vehicle types using the gate. Non-residential gated access design normally includes the following considerations:

- Accommodate, at a minimum, the largest vehicle anticipated to access the site between the callbox and edge of travel way or public roadway
- If practical, a vehicle turnaround designed for the largest vehicle anticipated to access the site. The design vehicle type and size is usually determined in cooperation with the controlling agency
- The most common design vehicle (the passenger car) needs to be able to turn around on-site without backing out into the roadway



6. ACCESS MANAGEMENT CHECKLIST/TRAFFIC IMPACT ANALYSIS REQUIREMENTS

The access management checklists for site design and driveways (provided in **Appendix C** and adapted from the sample access management checklists provided in the RTC SNV *Clark County Area Access Management*) are required to be submitted during the development review process or as a component of a Traffic Impact Study.

7. EXISTING NONCONFORMANCE TO POLICY

For existing developments within the City of Fernley that are not in compliance with this Access Management Policy, nonconforming site/access elements will be required to be brought to conformance in the event of the following⁷:

- Requests for new driveway permits
- Increases or changes in land use intensity
- Substantial enlargements or improvements
- Significant increases in trip generation
- Changes in roadway design
- Other redevelopment activities



8. REFERENCES

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APPENDIX A

EXCERPTS FROM TRB'S ACCESS MANAGEMENT MANUAL, 1ST EDITION

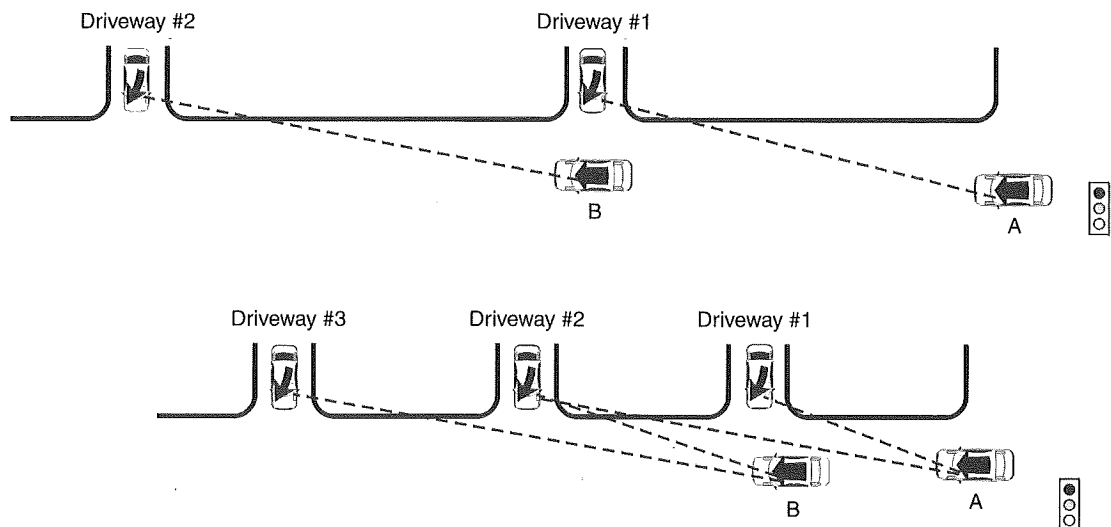


FIGURE 9-6 Right-turn conflict overlap (3): *top*, single right-turn conflict; *bottom*, double right-turn conflict.

greater than 10 mph. Thus, the conflict overlap criteria result in considerably shorter access spacing than the criteria of a 10-mph speed differential. High-speed differentials in the through-traffic lanes pose a potential collision problem on high-speed, high-volume roadways. Therefore, the minimum spacing in Table 9-7 represents conditions where access spacing will have a significant impact on through traffic. Comparing the distances in Table 9-7 with those in Table 9-5 indicates that the distance for a single right-turn conflict overlap is similar to that for stopping sight distance.

TABLE 9-7 Minimum Distances to Reduce Collision Potential due to Overlapping Right-Turn Maneuvers (3, 1988, p. 733)

Speed (mph)	Minimum Spacing ^a (ft)
30	185
35	245
40	300
45	350

NOTE: A vehicle entering the traffic stream from a driveway completes the 90-degree right turn and accelerates from a stop at 2.0 ft/s^2 . The vehicle in the outside through-traffic lane does not change lanes and decelerates at 6.0 ft/s^2 after a 2.0-s perception-reaction time. No clearance is provided between the through vehicle and the vehicle entering from the driveway. The resulting speed differentials between the driveway vehicle and the through traffic stream range from about 20 mph on a roadway having a 30-mph speed to over 30 mph where the through traffic speed is 45 mph.

^a Measured center-to-center of access connections.

The driveway spacing and downstream corner clearance distances in Table 9-7 can be used to determine minimum spacing by dividing the distance by the number of driveways a driver would need to monitor simultaneously. For example, at 40-mph a separation of at least 300 ft is needed if a driver is to monitor one access connection at a time. A spacing of 150 ft requires drivers to monitor two connections at a time; 100-ft spacing requires simultaneous monitoring of three connections.

Influence Distance

NCHRP Project 3-52 (1) obtained observed data on the impact of right-turning vehicles on following through traffic. The impact distance was defined as that point upstream from the access drive where the brake lights of a following through vehicle were activated. This distance is comparable to the maneuver distance d_2 , as defined in the functional intersection area. The influence distance is defined as the impact distance plus the distance traveled during perception-reaction time. This is comparable to distances $d_1 + d_2$ in the functional intersection area.

Figure 9-7 illustrates the three conditions that may occur at or upstream from a driveway:

1. A through vehicle is not influenced by a turning vehicle,
2. A through vehicle is influenced by a turning vehicle, and

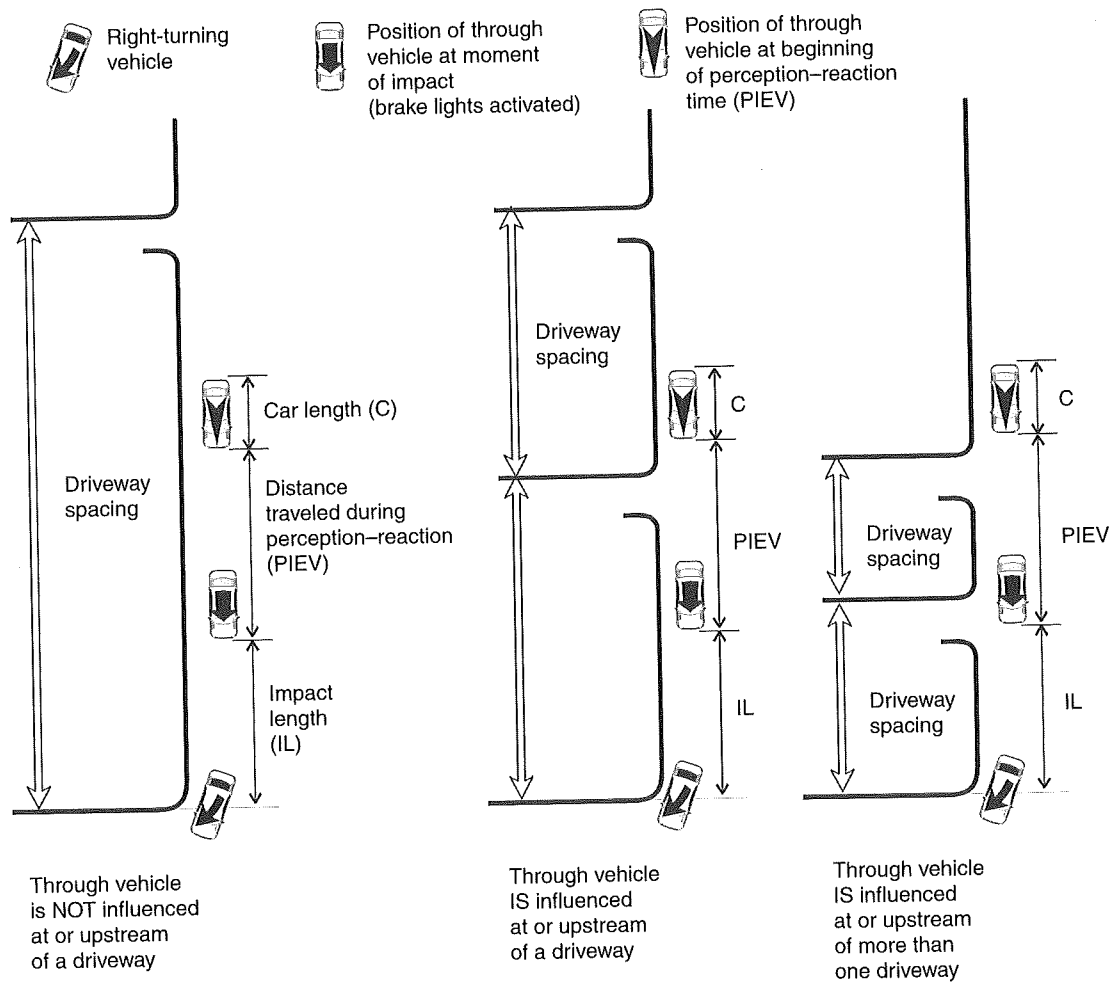


FIGURE 9-7 Influence distance upstream from a driveway (1).

3. A through vehicle is influenced by a turning vehicle at or upstream of two or more driveways.

The distances presented in Table 9-8 can be used as criteria for establishing connection spacing guidelines. Logically, the higher the roadway functional classification, the lower

the acceptable spill-back rate. The acceptable rate on a major roadway may be no more than 2%. A spill-back rate of 5% may be acceptable on a major collector serving commercial, industrial, or large mixed-use areas, whereas 15% or more may be acceptable on major collectors in residential areas. For example, the minimum access connection spacing on a

TABLE 9-8 Driveway Influence Distances (1)

Speed (mph)	Spill-Back Rate ^a				
	2%	5%	10%	15%	20%
30	380	335	290	260	245
35	405	355	310	280	260
40	460	400	340	305	285
45	530	450	380	340	315
50	620	520	425	380	345
55	725	590	480	420	380

^a Spill-back occurs when a through vehicle must brake in response to another vehicle making a right turn at an access connection. The spill-back rate represents the percentage of through vehicles experiencing such an event.

major urban arterial for a 2% spill-back rate would be at least 530 ft. The minimum spacing on a 35-mph major collector would be 355 ft if a 5% spill-back rate is acceptable, and 280 ft if a 15% spill-back rate is acceptable.

Egress Capacity

Closely spaced access drives interfere with each other and restrict egress capacity. This phenomenon can be readily observed where vehicles in adjacent closely spaced unsignalized access drives attempt to enter traffic, as indicated in Figures 9-8 and 9-9.

Major and Buckley (22) found that the capacity for vehicles to enter a roadway from abutting properties increases as the spacing between access connections increases. They concluded that this capacity increases until the spacing is 1.5 times the distance to accelerate from a stop to the average speed of traffic. Spacing based on passenger car acceleration rates is presented in Table 9-9. At a desirable peak-period speed of 35 mph, the minimum spacing is 470 ft. Shorter spacing will reduce

the total volume of traffic that can reenter a major roadway from the access connections.

Guidelines for Unsignalized Access Spacing

Historically, spacing standards used in practice often had little or no apparent rationale. More recently, Layton (23) provided an exhaustive evaluation of the various possible criteria that may be considered for selecting unsignalized access connections. He also provided a rationale for selecting a particular criterion and spacing intervals for different categories of roadways (24). Tables 9-10 and 9-11 set forth suggested unsignalized access spacing guidelines, based on the work of Layton (23, 24), together with criteria for different functional roadway classes in rural, suburban, and urban environments. The Administrative Rules of the Oregon Department of Transportation (25) are based on similar guidelines and criteria. Other guidance on connection spacing can be found in *Transportation Research Circular 456* (19).

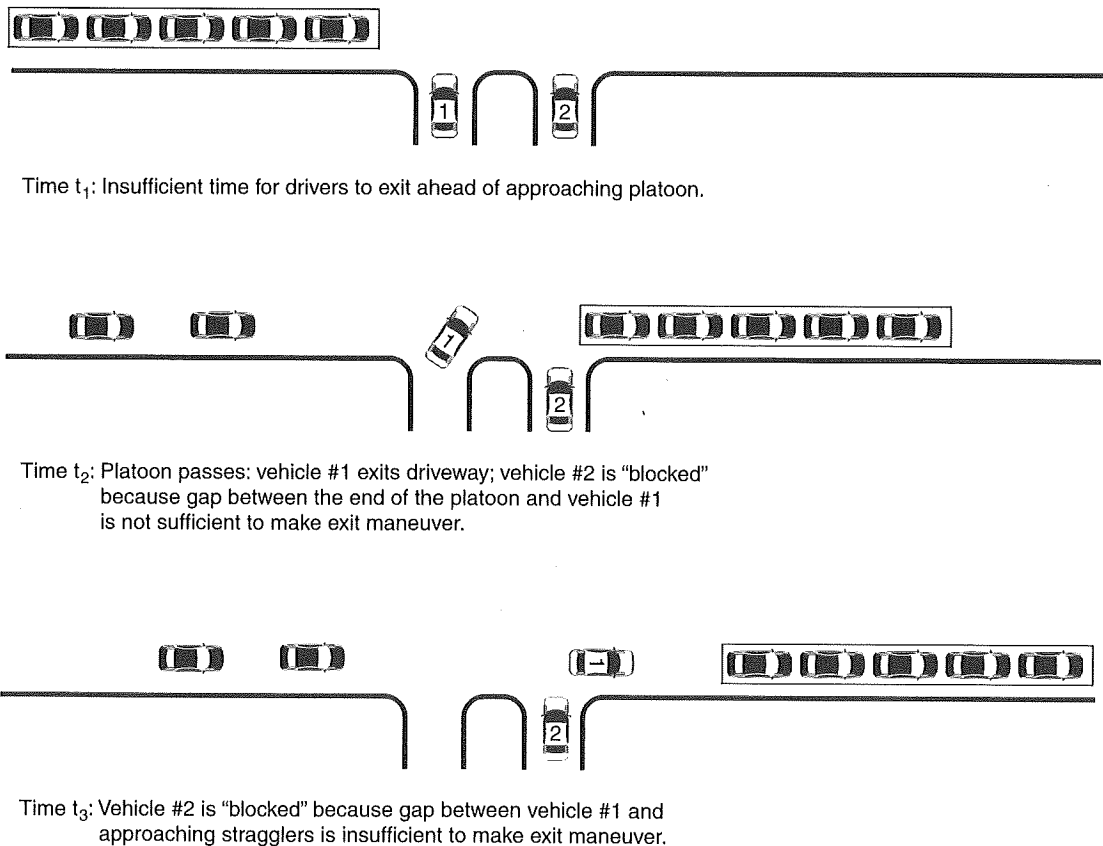


FIGURE 9-8 Schematic of limited egress capacity due to closely spaced driveways (not to scale) (3).



APPENDIX B

EXCERPTS FROM TRB'S ACCESS MANAGEMENT MANUAL, 2ND EDITION

Access Management Manual

SECOND EDITION



TRANSPORTATION RESEARCH BOARD
OF THE NATIONAL ACADEMIES

B-1

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EXHIBIT 13-28 Guidelines for Driveway Width and Curb Radius (5)

			Driveway Curb Radius (ft)		
Category	Description of Common Application	Driveway Width	Higher-Speed Road	Moderate-Speed Road	Lower-Speed Road
Standard Driveway					
Very high intensity	Urban activity center (constant driveway use)	Many justify two lanes in, two to three lanes out	30–50	25–40	na
Higher intensity	Medium-size office or retail	One entry lane (12–13 ft wide), two exit lanes (11–13 ft wide)	25–40	20–35	na
Medium intensity	Smaller office or retail	Two lanes (24–26 ft total width)	20–35	15–30	na
Lower intensity	Single-family or duplex residential	May be related to the width of the garage or driveway parking (single lane: 9–12 ft, double lane: 16–20 ft)	15–25	10–15	5–10
Special Situation Driveway					
Central business district	Building faces are close to the street	Varies greatly, depending on use	na	20–25	10–15
Farm or ranch, field	Mix of design vehicles, many very low volume	Minimum 16 ft, desirable 20 ft, but affected by field machinery	30–40	20–30	na
Industrial area	Driveways often used by large vehicles	Minimum 26 ft	50–75	40–60	40–60

NOTE: Widths shown do not include space for a median or a parallel bike lane or sidewalk. Additional width may be needed if the driveway has a curved horizontal alignment. For a flare–taper design, use the radius as the dimension of the triangular legs. For industrial or other driveways frequented by heavy vehicles, consider either a simple curve with a taper or a three-centered curve design. For skewed connection angles, check the radius design with turning templates. na = not applicable.

EXHIBIT 13-29 Driveway Geometrics That Result in Comparable Driveway Operations (12)

Radius ^a (ft)	Throat Width (ft)	Design ^b
0	38	Dustpan
5	32	Flare or radius
10	28	Flare or radius
15	26	Radius

NOTE: Values are for simultaneous right-turn entry by a passenger vehicle when a passenger vehicle is stopped in the driveway while waiting to exit; 5-ft bike lane; forward speed of entering vehicle < 10 mph.

^aDustpan design (see Exhibit 13-24b) with 5-ft flare [$(W_2 - W_1)/2 = 5$ ft].

^bA flare of more than 10 ft is seldom used.

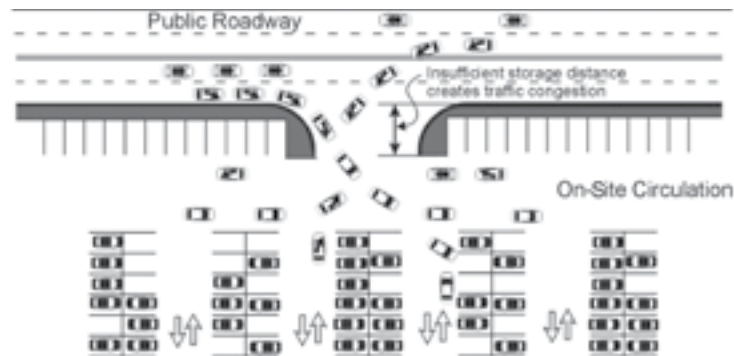
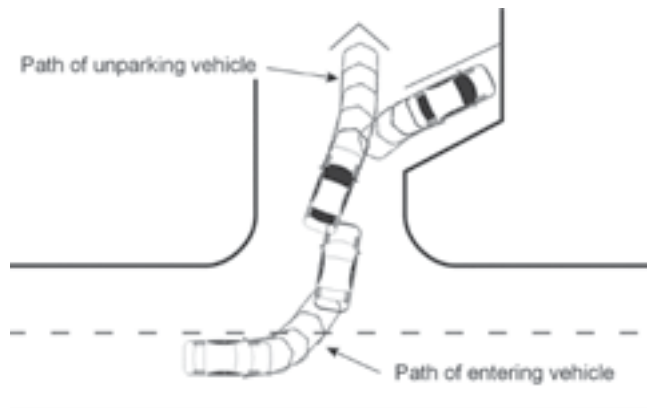
(Exhibit 13-32). A throat length of at least 50 ft from the sidewalk to the edge of the first parking stall will avoid this problem, as illustrated in Exhibit 13-33 (1).

Inadequate throat length results in poor traffic operation in the vicinity of the access drive that produces congestion and high crash rates on the abutting street as well as on-site. Pedestrian–vehicle conflicts are especially critical because of the confusion caused by the complex pattern of overlapping conflict areas. Throat length should be sufficient to allow an entering vehicle to clear the sidewalk before having to stop and wait for an unparking vehicle to clear the driveway throat.

Stop-controlled commercial driveways of sufficient length to store two passenger cars can reduce move-up time and allow two cars to exit using a relatively short gap. Separating the entry and exit sides of the driveway by a 6-in. yellow painted line (as illustrated in

EXHIBIT 13-30 Examples of Combinations of Driveway Throat Width and Radius (1)

Design Condition	Radius (ft)	Throat Width (ft)
Without Bike Lane		
Single-lane exit, entering passenger car must wait until an exiting vehicle clears the driveway	15	25
Simultaneous entry and exit by passenger cars	15	35
Simultaneous exit by passenger car and entry by single-unit truck	25	40
Separate left-turn and right-turn exit lanes for passenger cars and simultaneous entry by passenger car	20	43
Simultaneous entry and exit by single-unit trucks	30	40
With Bike Lane		
Entering passenger car must wait until exiting vehicle clears the driveway	10	25
Simultaneous exit and entry by passenger cars	15	30
Simultaneous exit by passenger car and entry by single-unit truck	25	40
Separate left-turn and right-turn exit lanes for passenger cars and simultaneous entry by passenger car	15	40
Simultaneous entry and exit by single-unit trucks	25	40

**EXHIBIT 13-31 Inadequate entry throat length (1).****EXHIBIT 13-32 Inadequate throat length with parking at the driveway throat (1).**

Functional Intersection Area and Access Location

14.1 INTRODUCTION

The area around an urban intersection is complex and unique. It is affected by the numerous conflicts that can occur within and near the intersection. Consequently, the design and control of access features, geometrics, and operations in the vicinity of intersections must be explicitly considered. Considerations include

- Geometrics within and near the intersection, such as number and width of lanes, presence of raised medians, curb returns, channelization features, and turn lanes;
- Traffic conditions, including the volume, peak times, mix of vehicle types, speeds, traffic control, and queuing;
- Driver performance and human factors, including perception–reaction time, deceleration characteristics, and drivers’ understanding of traffic controls;
- Transit, pedestrian, and bicycle presence, considering the number, frequency, and location of transit stops, pedestrian crossings, and bicycle lanes; and
- Land use activities that require access, generate travel demand, and require transportation service for patrons and deliveries.

Management of conflicts within the intersection area requires identification of the functional area of the intersection. The functional area of an intersection extends both upstream and downstream from the physical intersection area and includes the longitudinal limits of auxiliary lanes. The influence area associated with a driveway includes (a) the impact length (the distance back from a driveway in which cars begin to be affected), (b) the perception–reaction distance, and (c) the car length.

Thus, the functional intersection area includes any area upstream or downstream of an intersection where intersection operation and conflicts significantly influence driver behavior, vehicle operations, or traffic conditions. Consequently, the functional intersection area can always be expected to be larger than the physical intersection, as shown in Exhibit 14-1. Although the intersection depicted in Exhibit 14-1 is a typical at-grade intersection,

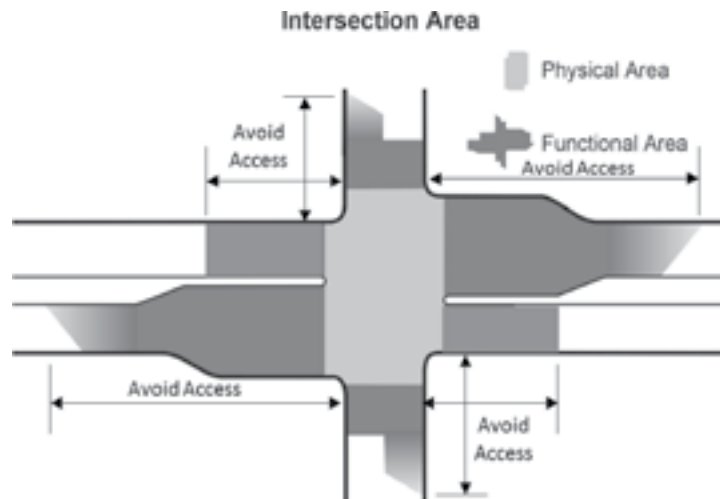


EXHIBIT 14-1 Functional area in which access should be avoided (1).

the concept of functional intersection area applies to stop-controlled intersections, signalized intersections, and roundabouts.

Ideally, no access should be provided within these functional distances. If access must be provided within the functional distance, the challenge is to determine the best location and the type of access that may be permitted. This chapter provides methods and guidelines for determining the upstream and downstream functional distances of an intersection, how to manage access connections within the functional area, and how to determine the best location, or window, where access can be provided with the least negative impact on the intersection. Also addressed are considerations relative to connection on opposite sides of a roadway, as well as the location of transit access.

14.2 UPSTREAM FUNCTIONAL DISTANCE

The presence of an auxiliary lane, such as a right-turn lane, can potentially extend the functional intersection area if the transition from the through lane to the turn lane requires additional time and attention by the driver. As illustrated in Exhibit 14-2, the upstream functional distance of an intersection on a roadway consists of three elements:

- Distance traveled during a perception–reaction time (d_1);

- Deceleration distance while the driver maneuvers to a stop (d_2); and
- Queue storage (d_3).

The minimum physical length consists of the perception–reaction distance (d_1), the deceleration–maneuver distance (d_2), plus the queue storage (d_3). Exhibit 14-2a demonstrates the upstream functional intersection area for locations without a turn lane; Exhibit 14-2b represents the upstream functional intersection area at locations where a right-turn lane is present.

The functional intersection area is defined for through lanes on the basis of the same three elements: perception–reaction distance, deceleration to a stop at the back of the queue, and size of the queue. Thus, the functional intersection area is defined by the largest functional intersection distance of the lanes on an approach.

14.2.1 Distance Traveled During Perception–Reaction Time

Distance d_1 in Exhibit 14-2 increases with perception–reaction time and speed. The perception–reaction time varies with the driver’s familiarity with the roadway segment and state of alertness. The perception–reaction time of an alert driver who is familiar with the roadway and traffic conditions is less than that of an unfamiliar driver.

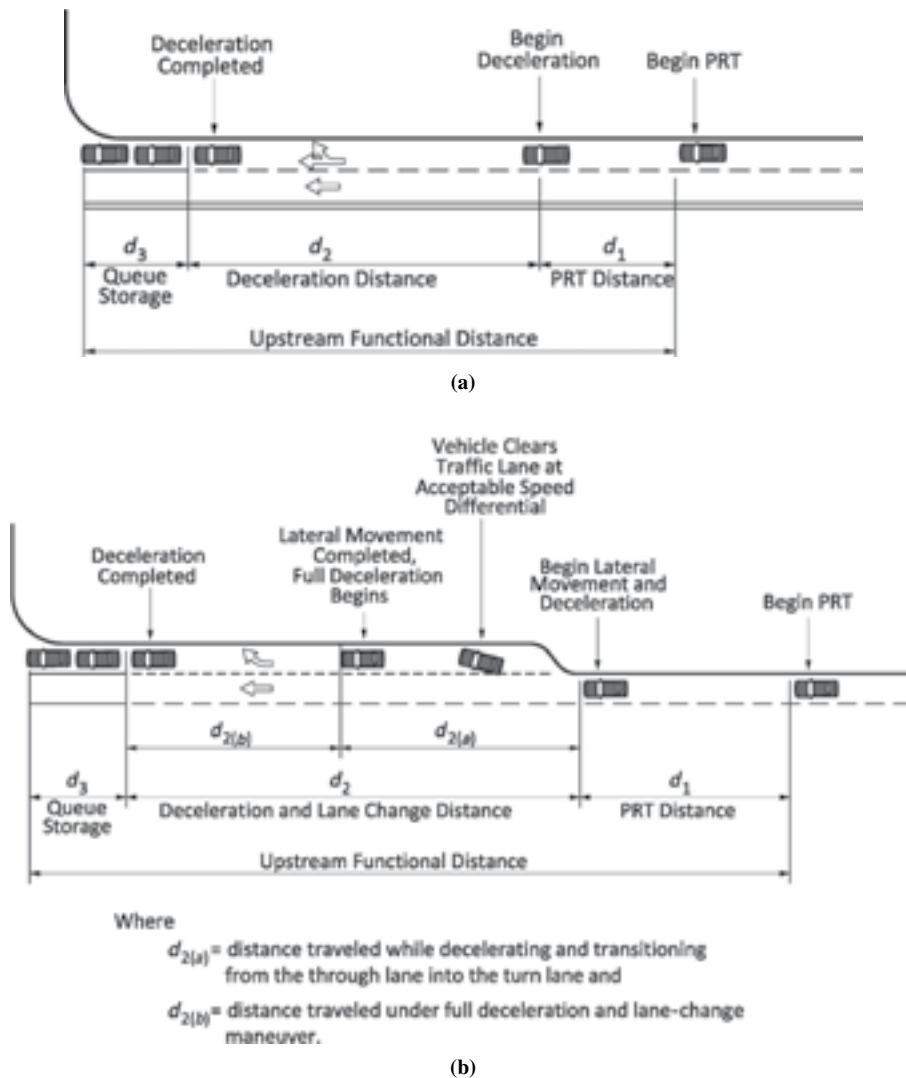


EXHIBIT 14-2 Upstream functional intersection area: (a) without a turn bay and (b) with a turn bay (1, 2). (NOTE: PRT = perception–reaction time.)

Additionally, traffic conditions on urban and suburban roadways result in drivers having a higher level of alertness than drivers on rural highways. Thus, a value of 1.5 s is often used as the perception–reaction time for urban and suburban conditions, and 2.5 s is often used for rural situations (1). Exhibit 14-3 demonstrates the perception–reaction distances for a variety of speed and perception–reaction time values.

14.2.2 Distance Traveled During Deceleration–Maneuver

During low-volume conditions and in locations with only a few driveways, deceleration charac-

teristics of the vehicles and their drivers determine the length of the deceleration–maneuver distance (d_2). Studies have determined, however, that with increasing and closely spaced driveway density, the additional influence of driveway maneuvers introduces associated delays and reduced roadway capacity (3). Consequently, the deceleration–maneuver distance can also be influenced by ambient traffic activities, including driveway maneuvers. National Cooperative Highway Research Program (NCHRP) Report 420 (3) introduced the concept of probability-based impact lengths that take into consideration these additional operational constraints. The distance traveled during the deceleration–maneuver component

EXHIBIT 14-3 Distance Traveled During Driver's Perception–Reaction

Speed (mph)	Perception–Reaction Distance (d_1) (ft), by Perception–Reaction Time						
	1.0 s	1.5 s	2.0 s	2.5 s	3.0 s	3.5 s	4.0 s
20	30	45	60	75	90	105	120
25	35	55	75	90	110	130	145
30	45	65	85	110	130	155	175
35	50	75	105	130	155	180	205
40	60	90	120	145	175	205	235
45	65	100	130	165	200	230	265
50	75	110	145	185	220	255	295
55	80	120	160	200	240	285	325
60	90	130	175	220	265	265	355
65	95	145	190	240	285	335	380
70	105	155	205	255	310	360	410
75	110	165	220	275	330	385	440

NOTE: Distances rounded to 5 ft.

of upstream functional distance may be determined by two parameters:

1. Deceleration distance and
2. Impact distance.

The largest length should then be conservatively applied.

The deceleration method provides values of d_2 for a wide range of speeds on the basis of deceleration rate; the impact method is applicable only for select speeds of 30, 40, 45, and 50 mph. For the impact distance method, the difference in the recommended distance for 30 and 35 mph is very small (on the order of 20% or less); thus, it is suggested that the 30-mph curve also be used for 35 mph.

The deceleration and impact methods are described in detail in the following subsections.

14.2.2.1 Deceleration Distance

Gates et al. (4), Chang et al. (5), and Williams (6) reported similar deceleration rates for drivers braking to a stop at a traffic signal without changing lanes. The research by Gates et al. (4) is the most recent and the most detailed and is used as the basis for the deceleration–maneuver distances in Exhibit 14-4. Gates et al. also reported that deceleration rate is

related to drivers traveling at a slower speed before braking and thereby using a lower average deceleration rate than those traveling at a higher initial speed (4). Thus, the deceleration distances at slower speeds (less than 40 mph) are slightly longer (15 ft or less) than the deceleration–maneuver distances given in Exhibit 14-4. The conservative and recommended deceleration distance for locations with left-turn or right-turn lanes is associated with the column labeled “Most Drivers” in Exhibit 14-4. Because turn-lane operations are more complex than queuing in a through lane, the column labeled “Limiting Conditions” can be applied to through lanes or shared right-turn lanes, as the sighting conditions and braking to the back of the queue are straightforward and less complex than those of the turning lanes.

As demonstrated in Exhibit 14-2, more distance is required for d_2 at turn-lane locations than for d_2 at locations without turn lanes. In general, a vehicle will reduce speed by approximately 10 mph while maneuvering into a turn lane. Because of the attention needed to accomplish the lane change, the vehicle does not initiate full deceleration until it has cleared the through lane. Consequently, the full deceleration portion of d_2 [referred to as $d_{2(b)}$ (see Exhibit 14-2b)] begins at a lower speed than the initial intersection

EXHIBIT 14-4 Deceleration–Maneuver Distance Based on Average Deceleration Rate

Speed (mph)	Deceleration–Maneuver Distance (d_2) (ft)	
	Most Drivers ^a	Limiting Conditions ^b
20	60	45
25	95	70
30	135	100
35	185	135
40	240	175
45	305	220
50	375	275
55	455	330
60	540	395
65	635	460
70	735	535
75	840	610

NOTE: Deceleration while steering straight ahead. Distances rounded to 5 ft.

^aEighty-five percent of drivers traveling at a speed of 40 mph or less were reported to use a deceleration rate of 7.2 ft/s² or less. Thus, the distance for d_2 given in the table accommodates 85% of drivers; only 15% will require a longer distance (4).

^bBased on 50th percentile of drivers using a deceleration rate of 9.9 ft/s², yielding a shorter deceleration–maneuver distance (4). Braking distances to determine AASHTO stopping sight distance are based on 11.2 ft/s² (7).

EXHIBIT 14-5 Distance Traveled During Lane Change and Deceleration to a Stop

Speed (mph)	Distance Traveled (ft)		
	Deceleration ^a and Lateral Movement [$d_{2(a)}$]	Full Deceleration Distance ^b [$d_{2(b)}$]	Total Distance (d_2)
20	55	15	70
25	70	35	105
30	90	60	150
35	130	95	225
40	155	135	290
45	175	185	360
50	200	240	440
55	220	305	525
60	380	375	655
65	310	455	755
70	335	540	875
75	360	635	995

NOTE: Distance traveled rounded to 5 ft.

^aDeceleration while moving laterally from through lane into turn lane:

Speed (mph)	Time in Lateral Movement (s)	Deceleration Rate (ft/s ²)
≤30	2.5	5.9
30–55	3	4.9
≥60	3.5	4.2

^b7.2 ft/s².

approach speed. Exhibit 14-5 presents distances similar to those shown in Exhibit 14-4 that directly define the two distances that collectively result in the d_2 value. These candidate values are based on assumed values for time in lateral movement and their respective deceleration rates. Exhibit 14-6 shows how one agency has adapted d_2 values on the basis of deceleration for its jurisdiction.

14.2.2.2 Impact Distance

Impact distance is the distance upstream of an access connection at which the brake lights of a through vehicle in the curb lane are activated in response to the interference of a right-turning vehicle. This impact distance concept is based on the research in NCHRP 420 (3). This empirical method for determining d_2 has two advantages: (a) a value for d_2

EXHIBIT 14-6 Alternative Values for d_2 from the Lincoln, Nebraska, Access Management Policy (8)

Speed (mph)	d_2 (ft)	AASHTO (ft)
15	NA	80
20	NA	115
25	80	155
30	115	200
35	155	250
40	200	305
45	250	360
50	305	425
55	360	496

NOTE: AASHTO values for stopping sight distance after 10-mph speed reduction before entering the turn lane (assumes deceleration rate of 11.2 ft/s²); NA = not available.

EXHIBIT 14-7 Suggested Percentage of Through Vehicles That Will Sustain an Impact, by Functional Roadway Category

Functional Roadway Category	Through Vehicles Sustaining Impact ^a (%)
Principal arterial	2–4
Minor arterial	4–10
Major collector	5–20
Minor collector	10–30
Local	na

NOTE: na = not applicable.

^aMay also be stated as “the probability that a through vehicle must decelerate because of a preceding turning vehicle.”

can be obtained for different probabilities that a through vehicle will sustain an impact (see Exhibit 14-7) and (b) the probability that a through vehicle will sustain an impact can be estimated for a queue distance d_2 .

Exhibit 14-8 depicts these impact distances. For example, if it is acceptable to affect 10% of through vehicles on a 40-mph roadway, the d_2 distance is approximately 250 ft. This distance is comparable to the 240 ft for most drivers based on the deceleration–maneuver distance in Exhibit 14-4.

EXHIBIT 14-9 Example of Calculation of d_2 by Impact Method
Estimation of d_2 by the impact method:

Given a principal arterial where 2% probability of impact is considered acceptable,

if

speed = 45 mph

then

$d_2 = 460$ ft (according to Exhibit 14-8).

Estimation of probability of impact given d_2 :

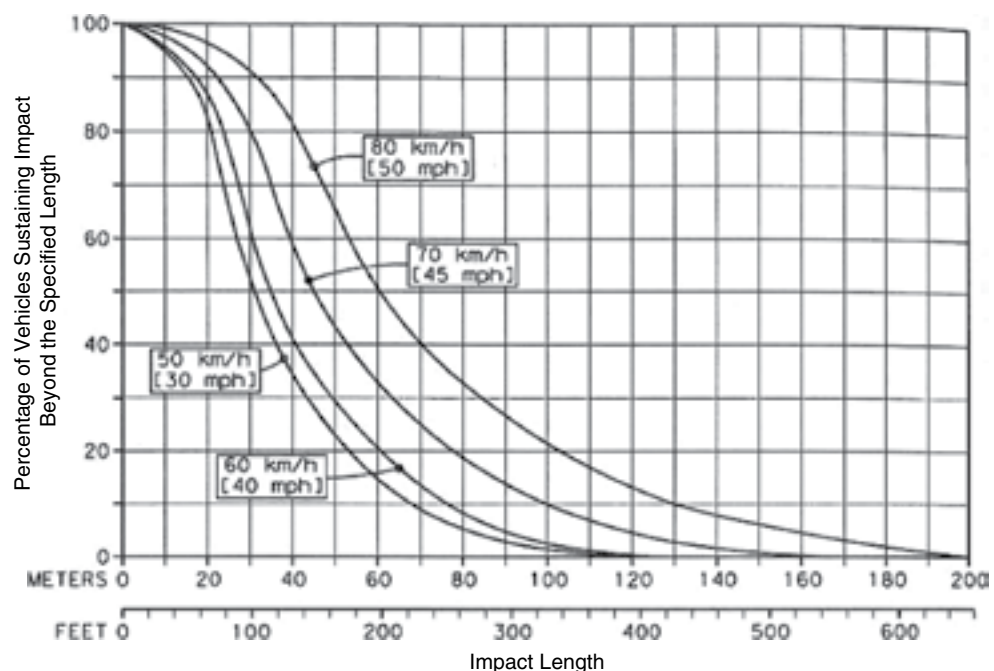
If

impact distance = 220 ft and
speed = 40 mph,

then

probability of impact $\approx 20\%$
(according to Exhibit 14-8).

A limitation of the impact distance for determining d_2 is that data are available for only four speeds; in contrast, the deceleration method provides a d_2 value for all speeds. The examples in Exhibit 14-9 demonstrate the use of the impact method to estimate d_2 .


EXHIBIT 14-8 Cumulative frequency distribution of impact lengths.

[SOURCE: Research conducted in association with NCHRP Report 420 (3).]

14.2.3 Queue Storage

In rural areas, turn volumes are typically low and speeds are high. Although queue storage (d_3) is short, long upstream functional distances result from the long distances traveled during drivers' perception–reaction times plus the long maneuver distances.

In urban areas, different traffic conditions are encountered in peak and off-peak periods. In peak periods, traffic volumes are high and speeds are slow in comparison with off-peak conditions. Peak periods commonly require more queue storage and less maneuver distance, as well as shorter distances for the perception–reaction (decision-making) process. The upstream functional distance may thus be determined by the peak or the off-peak, whichever results in the greater sum of $d_1 + d_2 + d_3$. Thus, determination of the upstream functional distance requires calculation for both the peak and off-peak, especially for urban roadways.

As illustrated in Exhibit 14-2, the physical length of a turn bay is the functional length minus the distance traveled during the driver's perception–reaction time (i.e., $d_2 + d_3$). The physical length, which is an access design topic, is discussed in Chapter 16. The functional distance for a specific approach can be calculated by adding the appropriate distance for d_1 from Exhibit 14-3 to the maneuver distance (d_2) plus queue storage (d_3) by using procedures presented in Chapter 16. When traffic volumes and speeds are different in peak and off-peak periods, the sum of $d_1 + d_2 + d_3$ is calculated for both the peak and off-peak for the through lanes and the turn lanes; the largest distance is the upstream functional intersection distance.

The examples in Exhibit 14-10 demonstrate the calculation for the overall functional intersection distance. For the purposes of these examples, a queue storage length (d_3) is assumed. In the calculation of the upstream functional distance of a specific access connection, the procedures presented in Chapter 16 would be used.

14.3 DOWNSTREAM FUNCTIONAL DISTANCE

The downstream functional distance can be affected by various factors:

- **Geometric features**—acceleration lanes, bus bays, bus pullouts, parked

vehicles, midblock pedestrian crossings, bulb-outs;

- **Operational effects**—speeds, right and left turns into driveways, right and left turns out of driveways, bicycles, multilane cross sections, two-way left-turn lanes (TWLTLs), bus stops and reentry points, major weaving movement from the side access to a downstream left-turn opportunity; and
- **Human factors**—driver perception–reaction times, acceleration and deceleration characteristics, and drivers' sighting ability.

Drivers must have the time and distance provided by the downstream functional distance to deal with traffic conflicts, roadside activities, and roadway features. This requirement may be addressed by providing sight distance to see and avoid conflicts or by assuring there is adequate distance to accelerate to roadway speed.

Research conducted for NCHRP Project 03-99, "Development and Application of Access Management Guidelines," suggests that the nonemergency driving activity associated with driveway detection and reaction, during which a vehicle may reduce speed to accommodate driveway activities, results in driver perception–reaction times that range from 2.8 s for left-turn driveway maneuvers up to 6.5 s for right-turn driveway maneuvers. An average perception–reaction time associated with access management activities is approximately 2.8 s, with an 85th percentile perception–reaction duration of 4.3 s. These lengths are considerably longer than the values based on geometric design associated with the AASHTO geometric design policy for alert drivers (7).

The downstream functional distances discussed in the following subsections help to limit access points that are close enough to the intersection to create unacceptable conflicts, cause breakdowns in platoons, and generate shock waves when slower vehicles enter the traffic stream. If conditions are restricted, a variance in determination of the downstream functional distance may be offered. If conditions are not complex, reduced stopping sight distance or perception–reaction times may be accepted, if a study of the conditions shows these changes are acceptable. Principal and strategic arterials would not receive this variance.

EXHIBIT 14-10 Examples of Calculation of Overall Functional Intersection Distance**Example 1. Determination of upstream functional distance for a rural roadway environment**

Given a perception–reaction time of 3.5 s and a speed of 65 mph, the upstream functional intersection distance is calculated as follows:

If

$$\begin{aligned} d_1 \text{ (Exhibit 14-3)} &= 335 \text{ ft,} \\ d_2 \text{ (Exhibit 14-4)} &= 635 \text{ ft, and} \\ d_3 \text{ (assuming one vehicle)} &= 25 \text{ ft,} \end{aligned}$$

then

$$\text{upstream functional distance} = 1,195 \text{ ft.}$$

Example 2. Comparison of upstream functional distance for peak and off-peak conditions for a suburban roadway environment

Given

$$\begin{aligned} \text{perception–reaction time} &= 1.5 \text{ s,} \\ \text{off-peak speed} &= 45 \text{ mph,} \\ \text{peak speed} &= 30 \text{ mph,} \\ \text{assumed off-peak queue storage} &= 75 \text{ ft, and} \\ \text{assumed peak queue storage} &= 225 \text{ ft,} \end{aligned}$$

Find the upstream functional distance on the basis of

Method A, deceleration–maneuver distance or
Method B, impact distance.

Method A: Upstream Functional Distance Based on Deceleration–Maneuver Distance

<i>Component</i>	<i>Off-Peak (ft)</i>	<i>Peak (ft)</i>
d_1 (Exhibit 14-3)	100	65
d_2 (Exhibit 14-4)	305	135
d_3 (assumed)	75	225
Upstream functional distance	480	425

Solution: The off-peak distance is longer than the peak period distance; thus, the upstream functional distance is 480 ft.

Method B. Upstream Functional Distance Based on Impact Distance

<i>Component</i>	<i>Off-Peak (ft)</i>	<i>Peak (ft)</i>
d_1 (Exhibit 14-3)	100	65
d_2 (Exhibit 14-4, 15% probability of impact)	280	190
d_3 (assumed)	75	225
Upstream functional distance	455	480

Solution: The peak period distance is longer; thus, the upstream functional distance is 480 ft.

14.3.1 Adequate Downstream Acceleration Distance

Sufficient distance must be provided for vehicles leaving the intersection from a stop to accelerate to normal roadway speed. Access points within this distance would introduce unacceptable conflicts and unexpected opera-

tions. These acceleration distances are given in Exhibit 14-11.

The total acceleration lane length, including the taper distance, would be the required downstream functional distance. If an acceleration lane is not provided, the downstream functional distance would be the acceleration distance alone. Acceleration rates are much

EXHIBIT 14-11 Ideal Downstream Functional Distance Based on Acceleration

Speed (mph)	Acceleration Distance ^a (ft)	Typical Taper Distance ^b (ft)	Downstream Functional Distance ^c (ft)
20	100	60	160
25	150	80	230
30	220	100	320
35	320	120	440
40	440	140	580
45	580	160	740
50	770	180	950
55	1,000	200	1,200
60	1,300	220	1,520
65	1,750	240	1,990
70	2,320	260	2,580

^aBased on AASHTO (7, Figure 2-24).

^bBased on AASHTO (7, Figure 9-49 and p. 9-127).

^cAcceleration lane length.

less than comfortable deceleration rates, which may result in acceleration lane lengths and downstream functional distances that exceed upstream functional distances at some intersections. No driveway access should be allowed in the acceleration-based ideal downstream intersection distance.

14.3.2 Sufficient Downstream Sight Distance

If a vehicle is not required to stop at a traffic signal, the driver requires sufficient time to identify conflicts and associated downstream operational constraints after he or she has successfully navigated the intersection. The available distance must be long enough so that the driver can see, understand, and react to downstream conditions. Depending on the complexity of the downstream configuration, a distance longer than stopping sight distance may be necessary. Stopping sight distance provides perception–reaction time plus braking distance to a single clearly discernible hazard in the middle of the roadway. The downstream functional distance often must provide sight distance to more subtle and complex situations, both within the traffic stream and along the roadside. Consequently, a longer sight distance, such as decision sight distance, should be provided.

Use of decision sight distance for recommended downstream functional distances recognizes the added complexity, increased conflicts, and added difficulty in viewing both roadside and traffic stream conditions through increased perception–reaction times and longer braking or maneuver times. These values are given in Exhibit 14-12.

Decision sight distance to a stop is a logical minimum downstream functional distance for arterials and is based on adequate perception–reaction and maneuver times plus braking to a stop. Multilane arterials may use decision sight distance for changes in speed, path, or direction that accommodate safe, smooth, comfortable operations. Decision sight distance for a change in speed, path, or direction provides sufficient travel time to adjust to traffic conditions and make a lane change in multilane facilities. The larger of the distances—acceleration distance versus decision sight distance—should be used to determine the downstream functional distance.

14.4 IDENTIFYING THE ACCESS WINDOW

AASHTO states, “Ideally, driveways should not be situated within the functional area of an intersection or in the influence area of an

**EXHIBIT 15-35 Nevada
Department of Transportation
Spacing for Unsignalized
Driveways (33)**

85th Percentile Speed (mph)	Minimum Separation (ft)
25	150
30	200
35	250
40	300
45	350
50	450
55	600
60	800
65	1,000
70	1,200

The Nevada DOT unsignalized driveway spacing criteria (Exhibit 15-35) are based on speed only. This policy recognizes that stopping distance, maneuver distance, and crash severity are primarily speed related. The rationale for the Nevada spacing criteria is not provided; however, the spacing values for speeds of 50 mph or less closely correspond to the AASHTO stopping sight distances. The spacing values for 65 and 70 mph are very close to the sum of the deceleration–maneuver distance (d_s) for most drivers (85th percentile) shown in Exhibit 14-4, and a 4.0-s perception–reaction time (Exhibit 14-3).

15.4 CORNER CLEARANCE

Corner clearance is a form of unsignalized access connection spacing that refers to the distance between an intersection and the nearest unsignalized access connection. Exhibit 15-36 illustrates the ways in which corner clearance can be measured. From a traffic operations perspective, the functional distance is from the near edge of the roadway pavement to the near edge of the access connection. When unsignalized connection spacing values are measured from centerline of access connection to centerline of access connection, it may be convenient to measure corner clearance from the edge of the roadway to the centerline of the connection.

Inadequate corner clearances can result in traffic operation, safety, and capacity problems. These issues can be caused by blocked driveway ingress and egress, conflicting and confusing turns at intersections, insufficient weaving distances, and backups from a downstream driveway into an intersection.

It is reasonable to adopt different values for the spacing between a major signalized intersection and an adjacent minor connection as compared with the values used for spacing between two unsignalized minor connections (34). Some jurisdictions, such as the Colorado DOT (23), have spacing values that are applied to corner clearances as well as unsignalized connections. The Virginia DOT states that “[n]o direct access entrance should be located within the operational area of a signalized intersection” (21, p. F-93). A few agencies’ regulations specifically state that the access connection spacing distances apply to corner clearance.

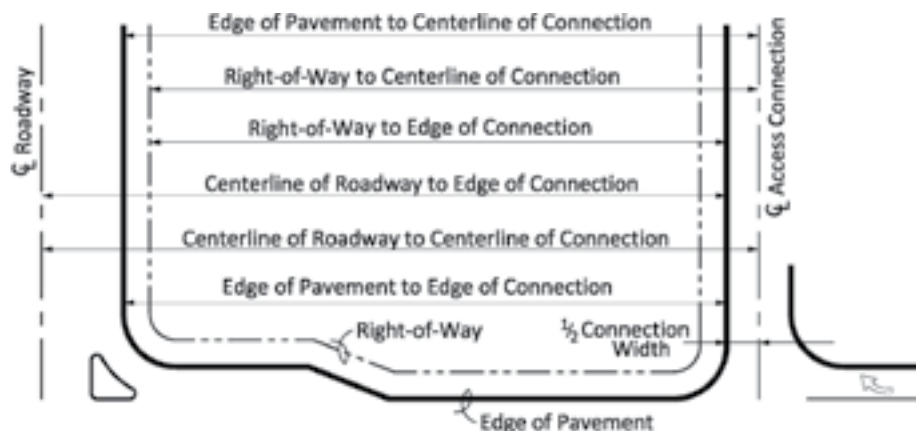


EXHIBIT 15-36 Illustration of the measurement of corner clearance.

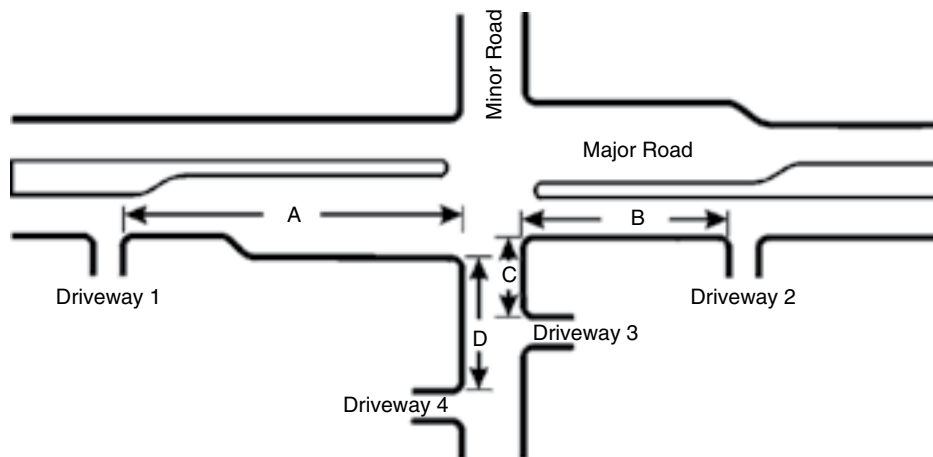
The desirable corner clearance should be equal to or larger than that for unsignalized spacing, particularly at signalized intersections where queuing occurs. For any approach at which the functional distance is less than $d_1 + d_2 + d_3$, as discussed in Chapter 14, a nontraversable median or flexible pylons should be used to restrict movements to right in, right out only, even though the minimum corner clearance distance is met.

The upstream functional distance establishes the minimum upstream corner clearance for the major roadway (Clearance Type A in Exhibit 15-37). This distance consists of the distances $d_1 + d_2 + d_3$. The distance traveled during the perception–reaction time (d_1) is provided in Exhibit 14-3. The maneuver distance (d_2) and methods for estimating the queue storage (d_3) are discussed in Chapter 16. The distance traveled during the

perception–reaction time (d_1 , Exhibit 14-2) and the maneuver distance (Exhibit 14-4) are the same for left and right turns. However, the queue storage (d_3) length may be very different, with the left-turn queue storage being larger than that for right turns. Minimum upstream corner clearance on the major roadway will be determined by the one (left turn or right turn) that has the larger queue storage and therefore the longer functional distance.

Methods of establishing standards for downstream corner clearance on the major roadway (Clearance Type B in Exhibit 15-37) include the following: (a) functional intersection area, (b) influence distance, (c) stopping sight distance, (d) right-turn conflict overlap, and (e) distance traveled during a selected perception–reaction time, such as 2, 3, or 4 or more seconds.

Corner clearance is a special case of access connection spacing (34).



Clearance Type	Description	Sample Clearance Criteria
A	Upstream on the major roadway	Minimum corner clearance should equal or exceed the functional distance of the intersection $d_1 + d_2 + d_3$ in Exhibit 14-2 (i.e., the sum of distances d_1 from Exhibit 14-3 and d_2 from Exhibit 14-4 plus queue storage).
B	Downstream on the major roadway	Separation should equal or exceed (a) the upstream functional dimensions of the driveway or (b) the influence distance. Minimum separation is no less than the stopping distance.
C	Approach side on the minor roadway	Maximum queue
D	Departure side on the minor roadway	Separation of the intersection from entering and exiting maneuvers at the driveway

EXHIBIT 15-37 Intersection corner clearances (3).

EXHIBIT 15-38 Probability of Blockage on a Minor Crossroad Approach with Stop Control (3)

Volume in Lane Adjacent to Driveway (vph)	Intersection Service Rate (vph)	Probability of Blockage (%), by Corner Clearance			
		25 ft	50 ft	75 ft	100 ft
50	100	50	25	12	6
	200	25	6	2	na
	300	17	3	1	na
	400	13	2	na	na
	500	10	1	na	na
100	200	50	25	13	6
	300	33	11	4	1
	400	25	6	2	na
	500	20	4	1	na
	600	17	3	1	na

NOTE: Assumes that the average length, including the space between stopped vehicles, is 25 ft; vph = vehicles per hour; na = not applicable.

Corner clearance distance should be greater than unsignalized spacing.

Some agencies do not differentiate between corner clearance and unsignalized access connection spacing (the Colorado DOT uses such a practice). The limitation of this approach is that it does not recognize that some intersections (signalized) are more important than others (unsignalized); however, this approach is reasonable when a very long unsignalized spacing is the standard.

Exhibit 15-37 suggests minimum corner clearances. Lesser distances should be permitted only by variance. Also, when a corner clearance is less than the clearance criterion

given in Exhibit 15-37, movements at the access connections should be restricted to right in, right out only by a nontraversable median or pylons.

Vehicles on a minor crossroad at the approach to its intersection with a major roadway (Clearance Type C in Exhibit 15-37) may produce a queue of vehicles. A corner clearance that is greater than the largest expected queue will permit left turns from Driveway 3 without blocking the traffic lane, thereby causing spillback into the intersection with the major roadway. Exhibits 15-38 and 15-39

EXHIBIT 15-39 Percentage of Cycles During Which Driveway in Proximity to a Signalized Intersection Will be Blocked (3)

Flow in Lane Adjacent to Driveway (vph)	Duration of Red Phase (s)	Percentage of Cycles, by Corner Clearance				
		25 ft	50 ft	75 ft	100 ft	125 ft
200	15	20	5	1	na	na
	25	40	16	5	na	na
	35	58	31	13	5	2
	45	71	46	24	11	4
400	15	50	23	9	3	1
	25	77	53	30	15	6
	35	90	75	55	35	20
	45	96	88	74	56	38

NOTE: Assumes that the average length, including the space between stopped vehicles, is 25 ft; vph = vehicles per hour; na = not applicable.

provide estimations for the likelihood that the queue will be longer than the corner clearance, indicated for stop control and signal control, respectively. For example, Exhibit 15-39 shows that if traffic flow in the lane adjacent to the driveway is 400 vehicles per hour, the red phase is 35 s, and corner clearance is 100 ft, then on 35% of the cycles, the queue will extend past the driveway.

Drivers of vehicles making a left turn or a right turn onto a minor crossroad from a major roadway (Clearance Type D in Exhibit 15-37) need some time to fully complete the maneuver before being faced with vehicles at a downstream access connection. The left turn from the major roadway is the more complex maneuver because the driver is making a maneuver without positive guidance and must adjust speed, path, and direction change. Minimum downstream corner clearances are given in Exhibit 15-40.

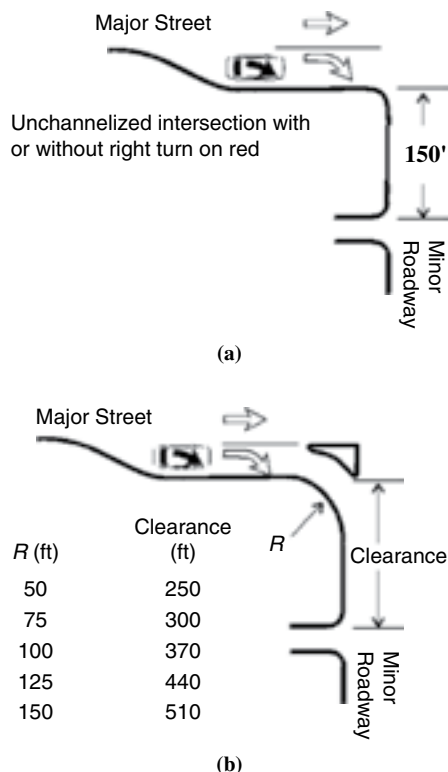


EXHIBIT 15-40 Minimum corner clearance on the minor crossroad:
(a) unchannelized intersection and
(b) channelized intersection.

15.5 DEVIATION FROM ADOPTED UNSIGNALIZED SPACING STANDARDS

Topography, existing development, or other local conditions may make conformance with adopted spacing standards impractical. A permitting agency, therefore, needs to have written criteria and procedures for addressing these nonconforming situations. It is suggested that the deviation process be simpler and that approval be at a lower administrative level than for design exceptions.

A process with two deviation levels, minor and major, can simplify the application, review, and approval requirements and procedures. A minor deviation would typically not result in a measurable safety or traffic operations problem. The documentation in support of the requested deviation can be brief (no more than two pages), and approval authority can be at a low administrative level.

A major deviation may result in safety or traffic operations problems. Consequently, a thorough evaluation is typically appropriate. Approval should be at a higher administrative level than for a minor deviation.

15.5.1 Suggested Practice

A common practice is to prescribe desirable and minimum spacing requirements in access management regulations. The intent is that spacing values equal to or larger than the desirable spacing values generally apply, but that spacing values that are less than the desirable values but equal to or larger than the minimum spacing values may be permitted when achievement of the desirable spacing values is not predicted because of unusual local conditions. In practice, the minimum spacing values become the de facto standard, and agency personnel are placed in the situation of achieving the desired spacing conditions on a case-by-case basis.

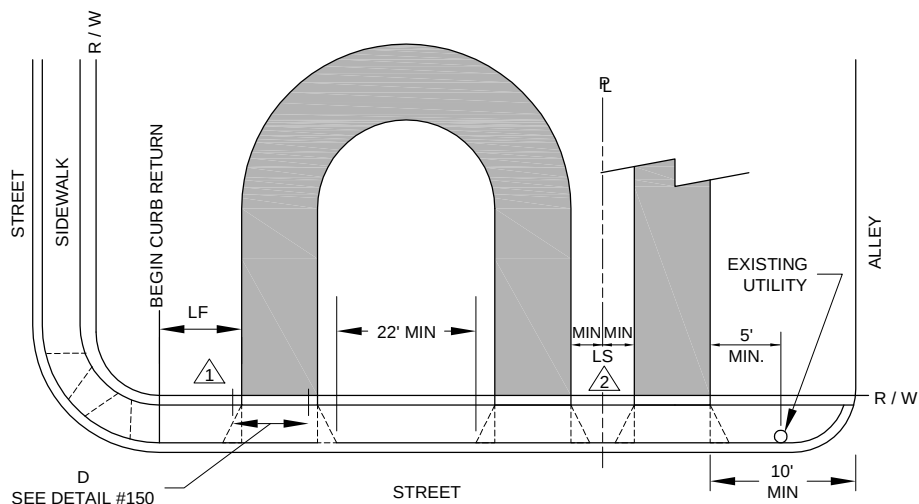
An alternative practice is to label the desirable spacing values as minimum spacing criteria and to label the spacing values previously called minimum as “permitted by variance” (4). The applicant must demonstrate that this minimum spacing is inappropriate and justify a lesser spacing value because of unusual local conditions. A spacing value less

A major deviation should require more justification than a minor deviation.



APPENDIX C

APPLICABLE CITY OF FERNLEY STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION



	RESIDENTIAL ^{△1}	LIGHT COMMERCIAL ^{△4}	HEAVY COMMERCIAL AND INDUSTRIAL ^{△3}
D (DRIVEWAY WIDTH)	12' MIN. 24' MAX.	14' MIN. (ONE-WAY) 24' MIN. (TWO-WAY) 34' MAX.	14' MIN. (ONE-WAY) 30' MIN. (TWO-WAY) 54' MAX. (HEAVY TRUCK)

^{△1} LF (FRONT-SIDEYARD SETBACK) = 30' MIN.

^{△2} LS (SIDEYARD SETBACK) = 5' MIN.

^{△3} LIGHT COMMERCIAL INCLUDES OFFICE BUILDINGS AND OTHER COMMERCIAL BUILDINGS 2 STORIES IN HEIGHT. MOTEL DRIVEWAYS SHALL NOT EXCEED 30'.

^{△4} HEAVY COMMERCIAL INCLUDES DRIVE-IN ESTABLISHMENTS, FACTORIES, SERVICE STATIONS AND WAREHOUSES.

^{△5} RESIDENTIAL DEVELOPMENTS WITH THREE (3) CAR GARAGE LAYOUTS MAY INCREASE DRIVEWAY WIDTHS TO 30' MAXIMUM.

ANY DEVIATION FROM THESE DIMENSIONS MUST BE SUBMITTED AND APPROVED BY THE AGENCY ENGINEER

NOTES:

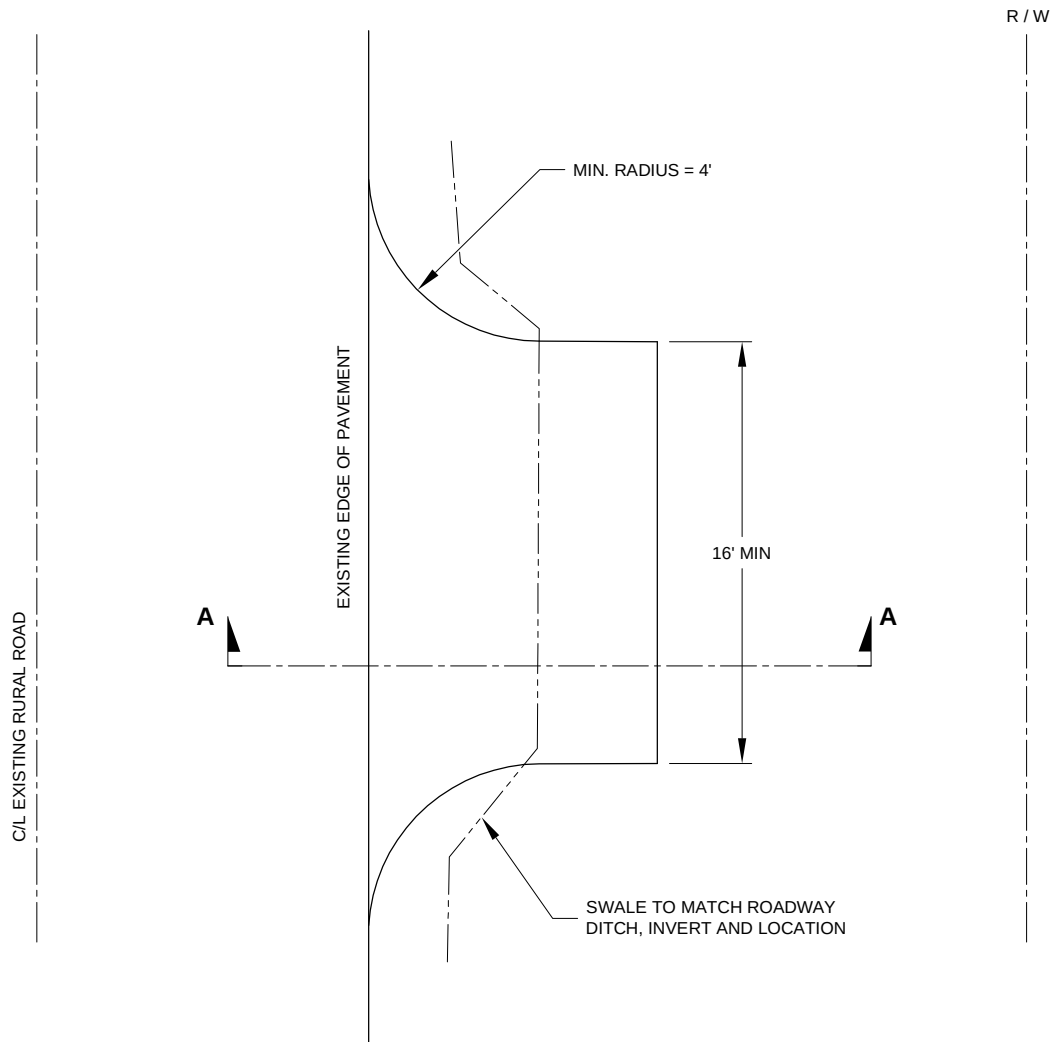
1. THE MAXIMUM SLOPE FOR RESIDENTIAL DRIVEWAYS SHALL BE 14%
2. WHEN EXISTING SIDEWALK IS SETBACK FROM THE DRIVEWAY APRON (i.e. PARKWAY AREA) THE TRANSITION LENGTH FOR THE DRIVEWAY APRON WINGS MAY BE HALF THE VALUES SHOWN IN THE TABLE BELOW. THE TRANSITION TABLE IS BASED ON A 6" CURB HEIGHT. FOR DIFFERENT CURB HEIGHTS, THE TRANSITION LENGTH SHOWN ON THE TABLE SHALL VARY BASED UPON MAINTAINING A MAXIMUM SLOPE OF 12:1

DRIVEWAY GEOMETRICS

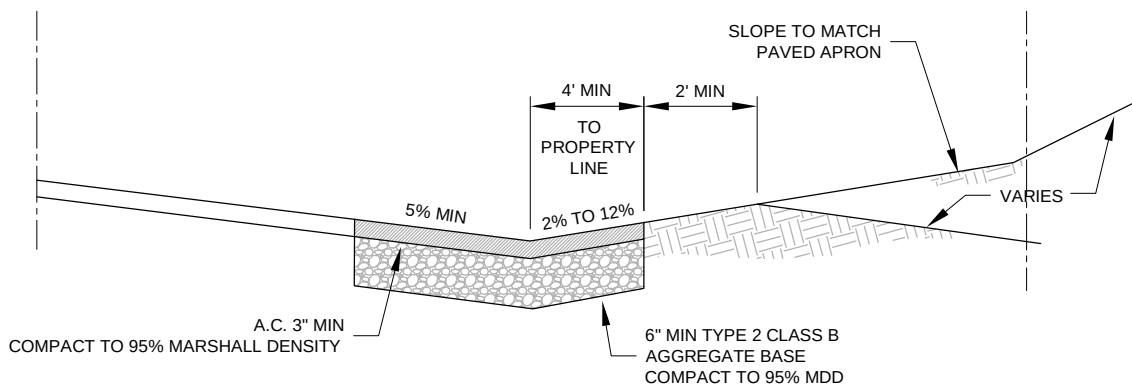
Detail No.

130
STREETS

DATE	REVISIONS	BY
12/02	UPDATED	RRB
02/05	RESIDENTIAL DWY INCREASE 30' MAX	RRB
06/07	ADD NOTE 1	EB



PLAN



SECTION A

NOTES:

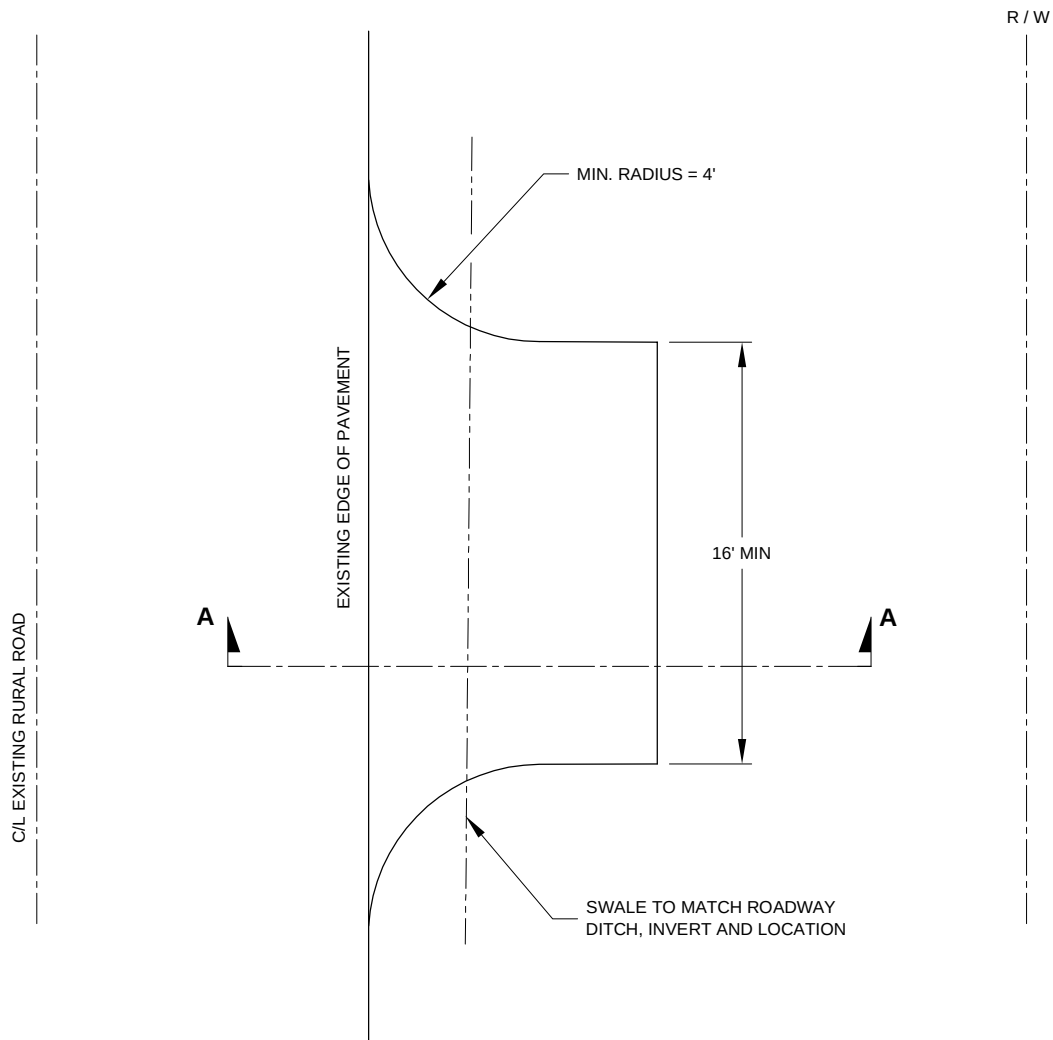
1. A.C. IN DRIVEWAY SHALL MATCH A.C. SECTION IN ROAD

RURAL ROADS A.C. DRIVEWAY APRON

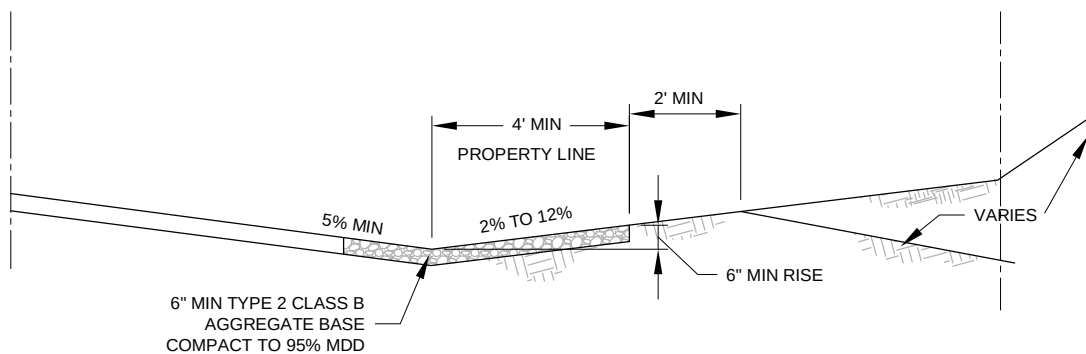
Detail No.

146
STREETS

DATE	REVISIONS	BY
06/07	RENUMBERED, ADDED NOTE 1	EB



PLAN



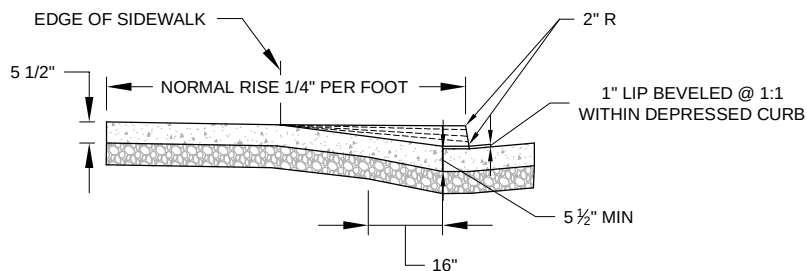
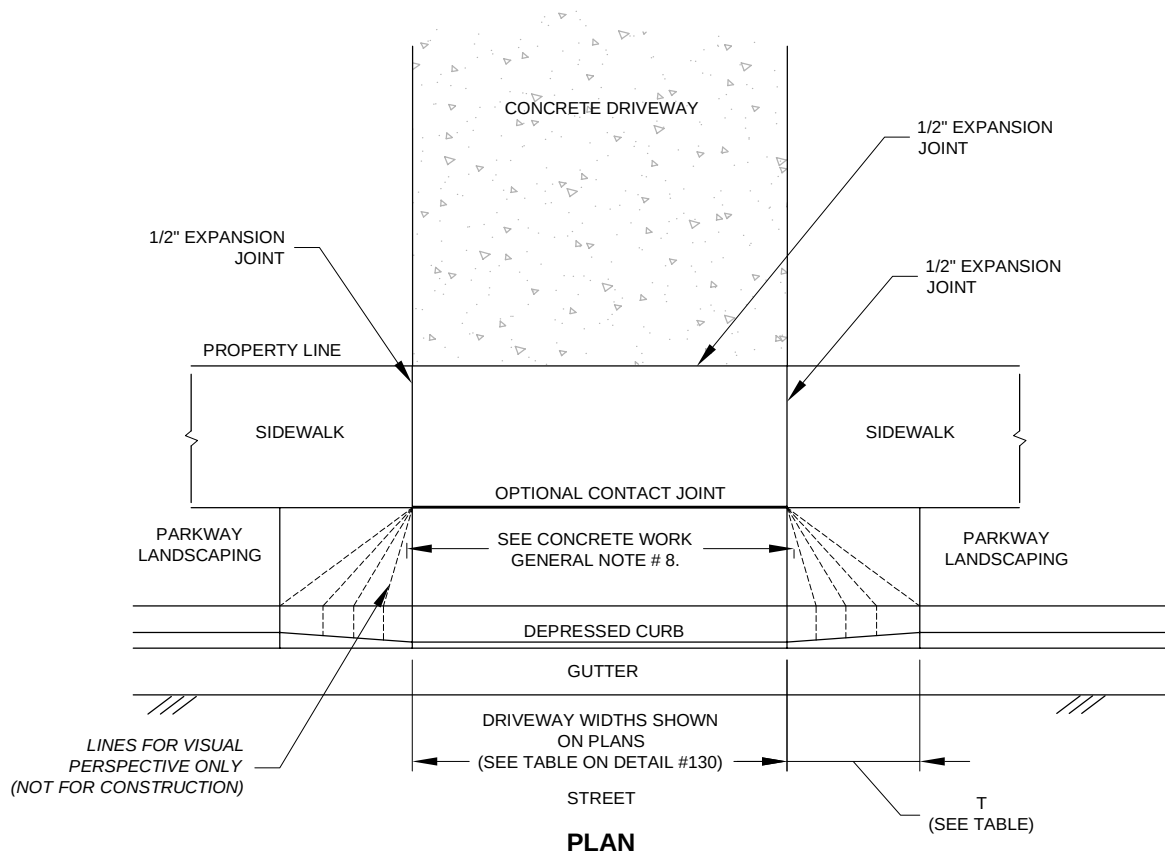
SECTION A

RURAL ROADS DRIVEWAY APRON

Detail No.

147
STREETS

DATE	REVISIONS	BY
06/07	RENUMBERED	EB



NOTES:

1. SEE CONCRETE WORK GENERAL NOTES 1 THRU 9

T (TAPER LENGTH)	
T (FT.)	CURB HT.
4.25	≤ 5"
5.00	6"
5.75	7"
6.75	8"
7.50	≥ 9"

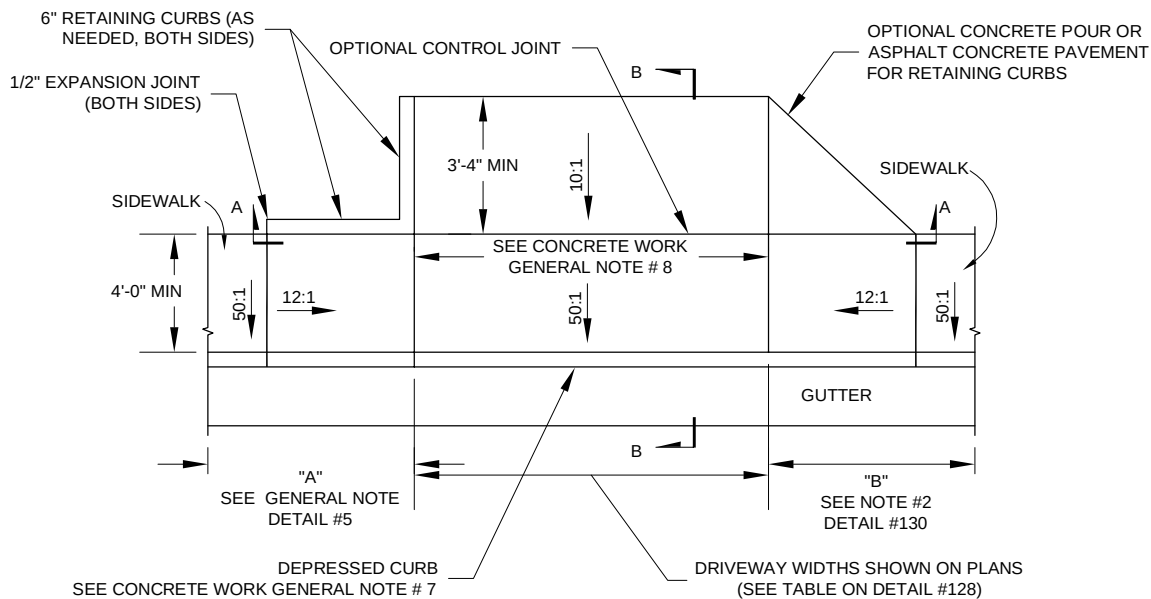
COMMERCIAL DRIVEWAY APRON

Detail No.

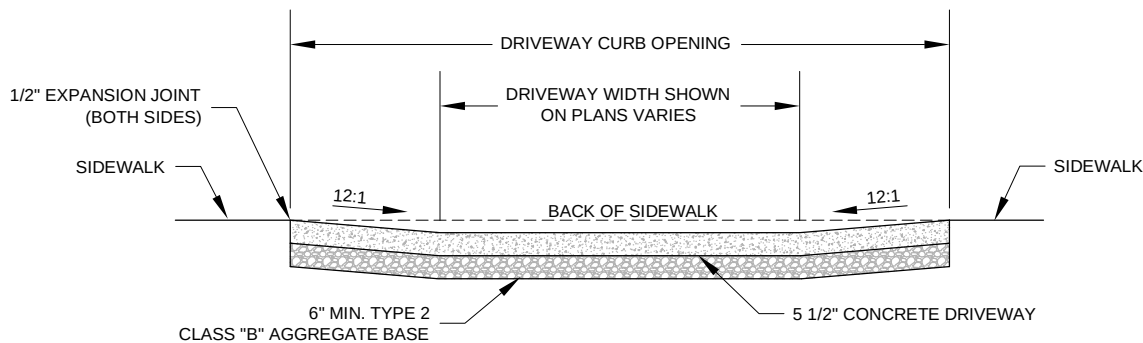
148
STREETS

DATE	REVISIONS	BY
06/07	ADDED	EB

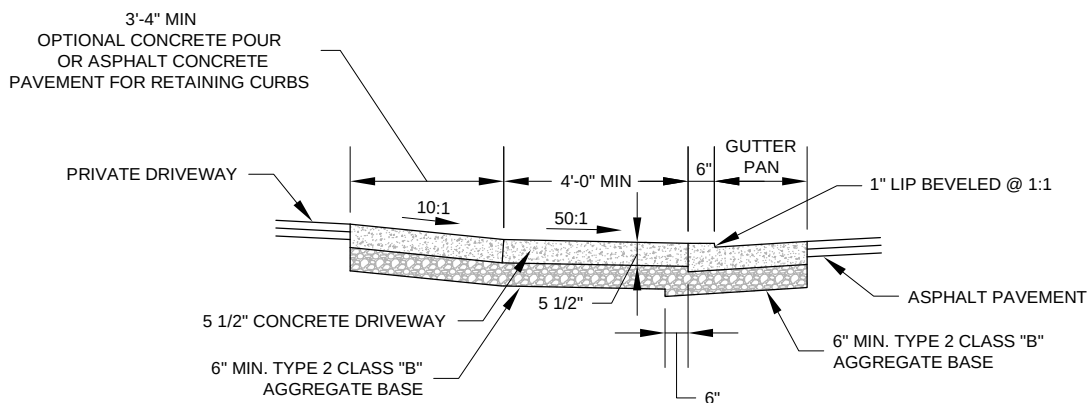
C-4



PLAN



SECTION A-A



SECTION B-B

DRIVEWAY WIDTH SHOWN ON PLANS VARIES

NOTES:

1. SEE CONCRETE WORK GENERAL NOTES 1 THRU 8

COMMERCIAL DRIVEWAY APRON-TYPE 2

Detail No.

149
STREETS

DATE	REVISIONS	BY
06/07	ADDED	EB

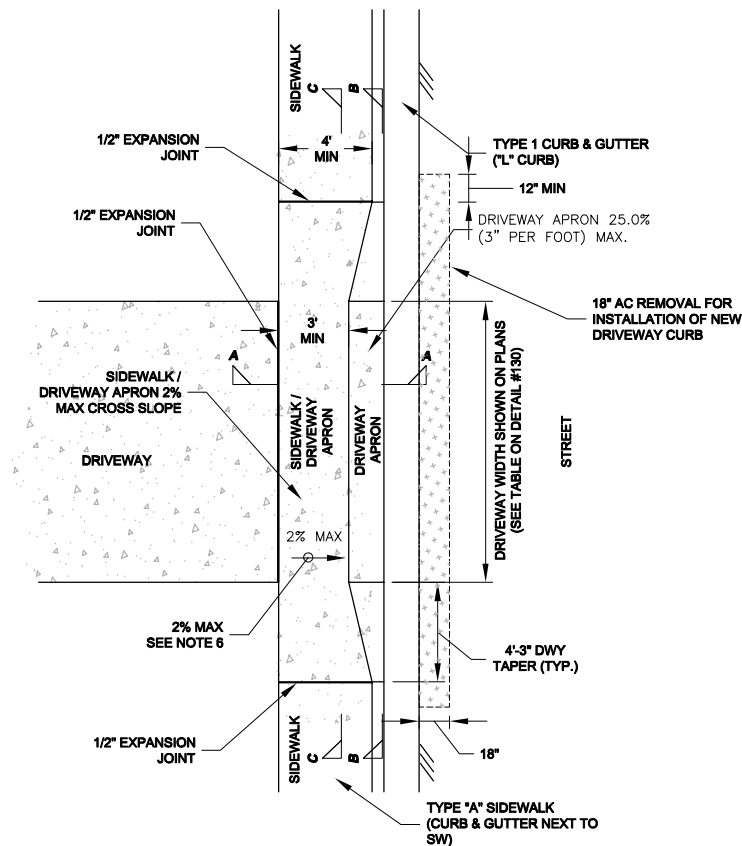
C-5

NOTES:

1. DRIVEWAY SLOPE SHALL BE 25.0% (3" PER FOOT) MAXIMUM WITH TYPE "A" SIDEWALK.
2. COMMERCIAL DRIVEWAYS SHALL HAVE REBAR. SEE CONCRETE WORK GENERAL NOTE # 3.
3. ASPHALT SHALL BE REMOVED 18" MINIMUM IN AC FOR REMOVAL OF CURB FOR NEW DRIVEWAY UNLESS APPROVED OTHERWISE BY CITY ENGINEER.
4. SEE CONCRETE WORK GENERAL NOTE 2
5. ALL MATERIALS SHALL CONFORM TO SSPWC SECTION 202, CURRENT EDITION.
6. THIS STANDARD DETAIL IS ALSO APPLICABLE TO RETROFITTING EXISTING INFRASTRUCTURE (SEE NOTE 3).
7. OBSTRUCTIONS WILL NOT BE PERMITTED WITHIN A 3' MIN. WIDTH ON ANY SIDEWALK. ANY PORTION OF SIDEWALK THAT EXCEEDS 2% MAX. CROSS-SLOPE SHALL BE REMOVED AND REPLACED. SLOPES MUST BE VERIFIED WITH A SMART LEVEL BY INSPECTOR.

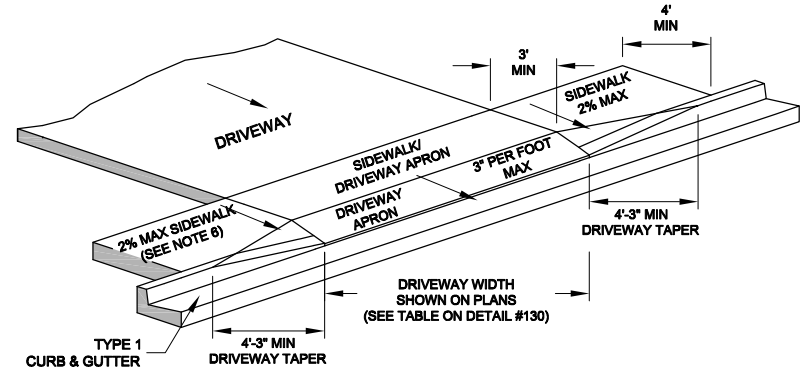
TRANSITION LENGTH TABLE FOR 12:1 SIDE SLOPE

GRADE % "B" TO "A"	"A" MINIMUM	"B" MINIMUM
-6 TO -5.01	4' -6"	21'-6"
-5 TO -4.01	4' -6"	15'-0"
-4 TO -3.01	4' -6"	12'-0"
-3 TO -2.01	5' -0"	9'-6"
-2 TO -1.01	5' -6"	8'-0"
-1 TO 1	7' -0"	7'-0"
1.01 TO 2	8'-0"	5'-8"
2.01 TO 3	9'-6"	5'-0"
3.01 TO 4	12'-0"	4'-6"
4.01 TO 5	15'-0"	4'-6"
5.01 TO 6	21'-6"	4'-6"

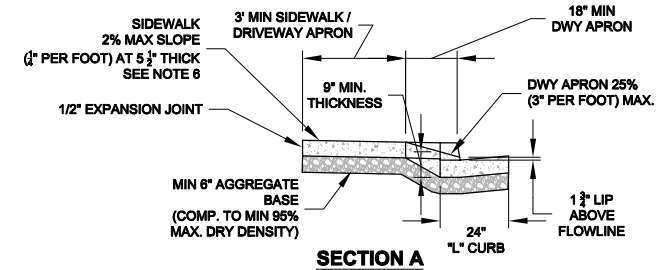


PLANVIEW DRIVEWAY APRON

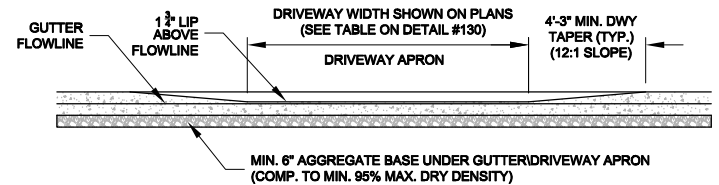
SCALE: NTS



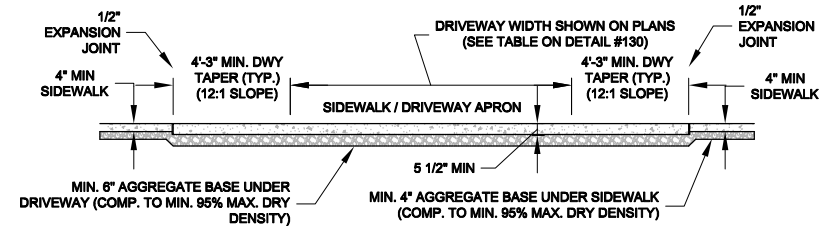
ISOMETRIC DRIVEWAY APRON



SECTION A



SECTION B



SECTION C

DRIVEWAY APRON

Detail No.	DATE	REVISIONS	BY
150	01/03	RENUMBERED, ADD NOTE 8	RRB
STREETS			

C-6



APPENDIX D

ACCESS MANAGEMENT CHECKLISTS



Access Management Checklist for Site Design

Project Name: _____

APN: _____

Tracking Number: _____

Project Trip Generation: _____ AM Peak Hour Trips
 _____ PM Peak Hour Trip
 _____ Daily Trips

Shared Access:			
- Is a shared driveway proposed?	Yes	No	N/A
- Has documentation been provided showing effort to contact neighbor for shared and/or cross access?	Yes	No	N/A
Cross Access:			
- Is cross access proposed?	Yes	No	N/A
- Has documentation been provided showing effort to contact neighbor?	Yes	No	N/A
- If cross access cannot currently be developed, have provisions been made in case it is feasible in the future?	Yes	No	N/A
On-Site Circulation:			
- Are all parking, site circulation, and delivery movements able to occur on-site?	Yes	No	
Drive-Through:			
- Is there a drive-through?	Yes	No	
- What land use is the drive-through serving?			
- What queue length is provided?	_____ Feet		
- Does the drive through queue length meet requirements per Section 5.4 of the City of Fernley <i>Access Management Policy</i> ?	Yes	No	N/A
- Alternative methodology used? Please attach description.	Yes	No	N/A
Gated Access:			
- Is there a gated access?	Yes	No	
- What is queue depth is provided?	_____ Feet		
- Has adequate queuing been provided per Section 5.5 of the City of Fernley <i>Access Management Policy</i> ?	Yes	No	N/A
- Alternative methodology used? Please attach description.	Yes	No	N/A
Other Requirements:			
A specific Traffic Impact Study for the project may be required by the City of Fernley to address any requirements not met.			



Access Management Checklist for Driveways (Use One Form Per Driveway)

Project Name: _____

APN: _____

Tracking Number: _____

Project Trip Generation: _____ AM Peak Hour Trips
 _____ PM Peak Hour Trip
 _____ Daily Trips

Driveway Name/Identification: _____

Driveway Location:
 (Street name of Access and
 distance from major cross street) _____

DRIVEWAY DESIGN

Corner Clearance:		
- What is the corner clearance?	_____ Feet	
- Does corner clearance meet requirements per Section 2.2.5 of the City of Fernley <i>Access Management Policy</i> ?	Yes	No
Driveway Separation:		
- What is the driveway separation from the property line?	_____ Feet	
- What is the required separation distance from Table 2 in the City of Fernley <i>Access Management Policy</i> ?	_____ Feet	
- Has the minimum separation distance from Table 2 the City of Fernley <i>Access Management Policy</i> been met?	Yes	No
Driveways Per Parcel:		
- How many driveways are proposed?	_____ Driveways	
Sight Distance:		
- What is the required sight distance based on Section 3.3 of the City of Fernley <i>Access Management Policy</i> ?	_____ Feet	
- Does the provided sight distance meet the required sight distance?	Yes	No
Grade:		
- Does the driveway grade conform to Section 4 of the City of Fernley <i>Access Management Policy</i> ?	Yes	No



DRIVEWAY GEOMETRY

Curb Radii:		
- What is the departure radius?	_____ Feet	
- Does the departure curb radii comply with Section 4 of the City of Fernley <i>Access Management Policy</i> ?	Yes	No
- What is the approach radius?	_____ Feet	
- Does the approach curb radii meet with Section 4 of the City of Fernley <i>Access Management Policy</i> ?	Yes	No
- What is the design vehicle for the driveway? (P, SU, Bus, WB-50, etc.)	_____	
- Was the radii designed to handle the types of vehicles expected to utilize the driveway?	Yes	No
Driveway Width:		
- What is the driveway width?	_____ Spaces	
- Does the driveway have an island?	Yes	No
- Does the width conform with Section 4 of the City of Fernley <i>Access Management Policy</i> ?	Yes	No
Throat Depth:		
- How many parking spaces are there for the entire project?	_____ Spaces	
- Does the throat depth comply with Section 4 of the City of Fernley <i>Access Management Policy</i> ?	Yes	No
Driveway Angle:		
- What is the angle of the driveway?	_____ Degrees	
- Does the angle meet requirements based on Section 4 of the City of Fernley <i>Access Management Policy</i> ?	Yes	No
Right Turn Lane:		
- Is the driveway located on a major or minor road?	Yes	N/A
- Has a right turn lane been provided?	Yes	No
- If "No" above, please circle one of the following: - o A partial right turn lane will be constructed - o Right-of-way for a future right turn lane is being dedicated as part of the project - o An easement is being provided for a future right turn lane - o A traffic study has been prepared to address the right turn (typically only very low right turn volumes <25 per hour do not require a right turn lane)		
Lane Configuration:		
- What type of driveway is being proposed? (circle one) - o Right-in/right-out - o Left-in/right-in/right out - o Full access - o Signalized		
Other Requirements:		
A specific Traffic Impact Study for the project may be required by the City of Fernley to justify the proposed driveway design.		



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: August 17, 2022

REPORT TO: Mayor and City Council

REPORT FROM: David Rigdon

FINANCIAL IMPACT:

Yes: X No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Motion

AGENDA ITEM: (For Possible Action):

Possible Action to authorize the Special City Attorney for Water Matters (Taggart & Taggart, Ltd.) to intervene on Fernley's behalf in litigation filed in the Tenth Judicial District of the State of Nevada entitled "In the Matter of the Submission of a Contract for Judicial Determination of Validity and Authority of the Board of Directors of the Truckee-Carson Irrigation District to Enter into Such Contract as Provided for by NRS 539.305" (Case No. 22-10DC-0868) and to take all actions and file all pleadings properly related thereto.

AGENDA ITEM BRIEF:

1. On June 30, 2022, TCID held a special election wherein electors voted on a single question asking whether the Truckee Canal should be completely shut off for an entire year to facilitate Reclamation's canal lining project and asking the electors to ratify a repayment contract with Reclamation that requires water right holders to repay the \$35,000,000 cost of that project.
2. TCID has now filed a petition in the Churchill County District Court seeking to have the repayment contract certified on the basis that it was duly authorized by the electorate.
3. Staff is seeking authorization to intervene in that case to advocate for Fernley's interests.

RECOMMENDED MOTION:

"I move to authorize Taggart & Taggart, Ltd. to intervene on Fernley's behalf in litigation filed in the Tenth Judicial District of the State of Nevada entitled '*In the Matter of the Submission of a Contract for Judicial Determination of Validity and Authority of the Board of Directors of the Truckee-Carson Irrigation District to Enter into Such Contract as Provided for by NRS 539.305*' (Case No. 22-10DC-0868) and to take all actions and file all pleadings properly related thereto."

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 decide not to authorize intervention in the case. If it did so, the petition will be heard by the District Court without any input or argument from the City of Fernley.

BACKGROUND:

On June 30, 2022, TCID held a special election wherein electors voted on a single question asking whether the Truckee Canal should be completely shut off for an entire year to facilitate Reclamation's canal lining project and asking the electors to ratify a repayment contract with Reclamation that requires water right holders to repay the \$35,000,000 cost of that project.

The overwhelming number of TCID electors live in the Carson Division (Fallon) and will be only minimally affected by the project. Accordingly, they voted in favor of the question. The majority of electors in the Truckee Division (Fernley) opposed the question.

Pursuant to NRS 539.305, TCID has filed a petition with the district court in Churchill County seeking to have the repayment contract certified on the basis that it was duly authorized by the electorate. A hearing on the petition is scheduled for August 23, 2022 at 9:00am.

Taggart & Taggart, Ltd. is seeking permission from the Council to intervene in the case and thereby participate at the hearing on Fernley's behalf.

ANALYSIS:

In the interest of protecting the attorney-client communications and attorney work product privileges, Taggart & Taggart will provide the Council with a private legal briefing to discuss the relative merits of TCID's petition. Taggart & Taggart will also attend the Council meeting to answer questions related to the litigation.

FINDINGS:

N/A

LEGAL IMPLICATIONS:

In the interest of protecting the attorney-client communications and attorney work product privileges, Taggart & Taggart will provide the Council with a private legal briefing to discuss any legal implications arising from this request.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 539.305

FINANCIAL IMPLICATIONS:

The City will incur attorney's fees and costs associated with this request. Staff anticipates that these costs will be covered under the existing legal services contract with Taggart & Taggart, Ltd. and not exceed the budget for such services already established for this fiscal year.

ATTACHMENTS:

1. 2022-07-13 Notice of Hearing

Case No. 22-10DC-0868

Dept. No. I

IN THE TENTH JUDICIAL COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CHURCHILL

-oOo-

In the Matter of the Submission of a Contract
for Judicial Determination of Validity and
Authority of the Board of Directors of the
Truckee-Carson Irrigation District to Enter into
Such Contract as Provided for by NRS 539.305.

**NOTICE OF HEARING ON
PETITION FOR DETERMINATION OF
VALIDITY AND AUTHORITY TO
ENTER INTO CONTRACT WITH THE
UNITED STATES FOR THE
REPAYMENT OF FUNDS FOR THE
REPAIR OF THE TRUCKEE CANAL.**

NOTICE IS HEREBY GIVEN that the Board of Directors of the Truckee-Carson Irrigation District (District) has filed in the above-entitled Court a petition entitled "Petition For Determination Of Validity And Authority To Enter Into Contract With The United States For The Repayment Of Funds For The Repair Of The Truckee Canal."

The District requests that the validity of the contract, and the authority of the District to enter such contract, be approved and confirmed, and that the contract be given conclusive effect.

A hearing on the Petition will be conducted on Tuesday, the 23rd day of August, at the hour of 9:00 o'clock a.m. at the Churchill County Courthouse, 73 North Maine Street, Fallon, Churchill County, Nevada. Notice of the hearing to be conducted herein shall be given by publication for a period of two (2) consecutive weeks, prior to the week in which the hearing shall be conducted, in a qualified newspaper of general circulation.

Copies of the Petition and contract are available for inspection at the following locations; the office of the Truckee-Carson Irrigation District, 2666 Harrigan Road, Fallon, Nevada; the Churchill County Clerk's Office, 55 North Taylor Street, Fallon, Nevada, Fallon; Fernley City Hall, 595 Silver Lace, Fernley, Nevada; Fallon City Hall, 55 W. Williams Street, Fallon, Nevada; and, the contract may also be viewed upon the District's website at www.tcid.org.

Any person having an interest in the Petition may answer the same in writing, on or before the date set for hearing on the petition, or may appear in person at the hearing.

DATED this 13th day of July, 2022.

Tiffany Josephs, Clerk

Sadie Pope, Deputy

FILED

2022 JUL 13 PM 2:01

TIFFANY JOSEPHS
COURT CLERK
BY Sadie Pope DEPUTY

Benjamin D. Shawcroft, Esq.
Nevada Bar No. 9947
Attorney for Board of Directors
Truckee-Carson Irrigation District
2666 Harrigan Road
P.O. Box 1356
Fallon, NV, 89407
(775) 423-2141

Case No. 22-10DL-0868

Dept. No. I

The undersigned hereby affirms this document
does not contain a social security number.

IN THE TENTH JUDICIAL COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CHURCHILL, NEVADA

In the Matter of the Submission of a Contract
for Judicial Determination of Validity and
Authority of the Board of Directors of the
Truckee-Carson Irrigation District to Enter
into Such Contract as Provided for by NRS
539.305.

**PETITION FOR DETERMINATION OF
VALIDITY AND AUTHORITY TO
ENTER INTO CONTRACT WITH THE
UNITED STATES FOR THE
REPAYMENT OF FUNDS FOR THE
REPAIR OF THE TRUCKEE CANAL.**

COMES NOW, The Truckee-Carson Irrigation District, referred to herein as "Petitioner" or
"District", by and through its attorney of record, Benjamin D. Shawcroft, and petitions this
Honorable Court for a determination of the validity and authority of the District to enter into a
contract with the United States for the repayment of funds to be expended for the repair of the
Truckee Canal pursuant to NRS 539.305.

Subject Matter Jurisdiction

1. That subject matter jurisdiction by this Honorable Court exists as follows:

1 **NRS 539.305 Validation Proceedings.** The board of directors may submit
2 any contract or proposed contract and bond issue to the district court of the
3 county wherein is located the office of the board to determine the validity
4 thereof and the authority of the board to enter into such contract . . .

5 **NRS 539.270 General Powers.** In addition to the powers with which
6 irrigation districts are or may be vested under the laws of the State, irrigation
7 districts shall have the following powers:

- 8 1. To cooperate and contract with the United States under the Federal
9 Reclamation Act of June 17, 1902, and all acts amendatory thereof or
10 supplementary thereto, or any other Act of Congress heretofore or
11 hereafter enacted authorizing or permitting such cooperation.
- 12 2. To cooperate and contract with the State of Nevada under any laws
13 heretofore or hereafter enacted authorizing or permitting such
14 cooperation.

15 **NRS 539.273 Purposes of cooperation and contract.** The cooperation and
16 contract authorized by NRS 539.270 may be for any or all of the following
17 purposes.

- 18 1. Construction of works, whether for irrigation or drainage, or both.
- 19 2. Acquisition, purchase, extension, operation or maintenance of
20 constructed works.
- 21 3. Water supply.
- 22 4. Electric power and transmission lines.
- 23 5. Assumption as principal or guarantor of indebtedness to the United
24 States on account of district lands or for the collection of moneys due
25 the United States as fiscal agents or otherwise.

26 **NRS 539.275 Provisions includable in contract.** The board of directors may
27 enter into obligations or contracts with the United States for the purposes
28 designated in NRS 539.273, and may provide therein:

- 1 1. For the delivery and distribution of water to the lands of such district
2 under the Acts of Congress specified in NRS 539.270 and the rules
3 and regulations established thereunder.
- 4 2. For the conveyance of the United States, as partial consideration for
5 the privileges obtained by the district under the contract, of water
6 rights or other property of the district.

7 ///

8 ///

Introduction and Venue

2. That the Truckee-Carson Irrigation District was organized the 5th day of October, 1918, pursuant to the provisions of Chapter 539 of the Nevada Revised Statutes (Irrigation Districts). That the office of the board is located at 2666 Harrigan Road, in Fallon, Churchill County, Nevada.
3. That the first Board of Directors having been elected, the Board has since been duly and properly elected as provided for by NRS 539.115 et. seq.
4. That the present Board of Directors consists of the following:
 1. Eric Olsen, President
 2. David F. Stix, Jr., Vice-President
 3. Robert Oakden, Secretary
 4. Lester deBraga, Treasurer
 5. Joseph L. Gomes, Director
 6. Wade Workman, Director
 7. Abrahm Schank, Director
5. That on the 4th day of January, the Board of Directors for TCID did authorize upon Resolution, a special election for elector approval of a proposed contract with the United States of America, through the Bureau of Reclamation, for the operation and maintenance of the Newlands Federal Reclamation Project. A copy of Resolution No. 2022-01 is attached hereto as Exhibit "A" to this Petition, and the same is made a part hereof by this reference. All other Exhibits, identified as "A" through "H", are further made a part hereof by reference. A schedule of all election related events performed or followed by the District relating to the special election is attached as Exhibit "B".
6. That the District is the current operator of the Newlands Federal Reclamation Project (Project), under contract to the United States of America, through the Bureau of Reclamation, pursuant to that certain contract No. 7-07-20-X0348-X, dated August 25, 2021.

- 1 7. That the District began operation of the Project on December 18, 1926 and has operated
2 the Project continually since that time.

3 **Authority to Contract**

- 4 8. That among the several powers that irrigation districts are or may be vested under the laws
5 of the State of Nevada, such districts have the power to cooperate and contract with the
6 United States under the Federal Reclamation Act of June 17, 1902, and all acts
7 amendatory thereof or supplementary thereto, or any other Act of Congress enacted
8 authorizing or permitting such cooperation, as provided for by NRS 539.270(1).

9 **District Election**

- 10 9. That any proposal to enter into a contract with the United States for the *repayment of*
11 *money, for construction*, the cost of a water supply, the *operation and maintenance* of
12 existing works, or the acquisition of property, and to issue bonds if any are proposed, must
13 be voted upon at a special election, district election or primary election in the manner
14 provided in the case of the ordinary issuance of district bonds, as provided for by NRS
15 539.297.
- 16 10. That NRS 539.123 governs eligibility to vote in District elections and the number of votes
17 that may be cast. The number of votes to be cast by registered voters is based upon the
18 amount of acreage owned or controlled by contract to which a water right is appurtenant.
19 *Id.*
- 20 11. That no election may be conducted in the District without registration or re-registration by
21 electors pursuant to NRS 539.127. Notice of registration or re-registration was provided
22 for by publication. See Exhibit "C".
- 23 12. That notice of election was provided by publication, news bulletins, and two separate
24 mailings to water right holders in the District providing details and instructions related to
25 the special election. See Exhibits "D1 and D2".
- 26 13. That public workshops were held in Fallon, Nevada on June 7, 2022, and Fernley Nevada
27 on June 9, 2022, during which instructions concerning registration and voting were
28

provided and which further provided an opportunity for the public to ask questions related to the election.

Election and Canvass

14. That on the 30th day of June, 2022, the special election was held with polling locations located at the North Lyon County Fire Protection District Office in Fernley, Nevada, and the main office of the TCID in Fallon, Nevada with polls opening at 7:00 AM and closing at 7:00 PM.
15. That the form of the Question presented to the electors was as follows:
Shall the Board of Directors for the Truckee-Carson Irrigation District be authorized to declare an outage of the Truckee Canal from October 1, 2022 to October 1, 2023 during which extraordinary maintenance will be performed on the Truckee Canal and shall the Board of Directors be further authorized to enter into a contract with the United States to repay the cost of such maintenance in an amount not to exceed Thirty Five Million Dollars (\$35,000,000)?
16. That of all registered voters, a total of 2,064 votes was cast. The results of the votes were as follows: **YES: 1886 NO: 168**
See Exhibits "E1" and "E2".
17. That on July 5, 2022 a meeting of the Board of Directors was conducted for purposes of canvassing the vote of the special election. See Notice of Meeting Agenda, Exhibit "F".
18. That at the July 5, 2022 meeting of the Board of Directors, approval was made of Resolution No. 2022-08, canvassing the results of the special election and authorizing the Board of Directors to enter into a contract with the United States to repay the cost of the Truckee Canal repair in an amount not to exceed Thirty-Five Million Dollars (\$35,000,000). See Exhibits "G" and "H".

WHEREFORE, Petitioner prays as follows:

1. That the Court set a time and place for a hearing on this petition as provided for by NRS 539.305.

2. That at the hearing to be conducted herein, the Court examine the proceedings conducted by the District regarding the Proposed Contract with the United States.
3. That the Court find that the Truckee-Carson Irrigation District is an irrigation district organized pursuant to Chapter 539 of the NRS.
4. That the Court determine that the Truckee-Carson Irrigation District has authority to cooperate with and enter into a contract with the United States under the Federal Reclamation Act of 1902, and all acts amendatory thereof or supplementary thereto, or any other Act of Congress authorizing or permitting such cooperation as provided for by NRS 539.270.
5. That the Court determine and hold the Proposed Contract to be valid and that the Board of the Truck-Carson Irrigation District was authorized to enter into the same.
6. That the Proposed Contract be approved, confirmed, and given conclusive effect.

DATED this 13th day of July, 2022.


Benjamin D. Shawcroft
General Manager and Counsel
Truckee-Carson Irrigation District
2666 Harrigan Road
PO Box 1356
Fallon, NV 89407
(775) 423-2141
(775) 423-5354 fax
Email: ben@tcid.org

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VERIFICATION

STATE OF NEVADA)
 ss.
County of Churchill)

BENJAMIN D. SHAWCROFT, under penalty of perjury, being first duly sworn, deposes and says: That he is the Petitioner herein and Attorney for the Truckee-Carson Irrigation District, that he knows the contents of the foregoing Petition to be true of his own knowledge, except as to matters of which he has been informed are true and as to such matters he believes and alleges the same to be true.



BENJAMIN D. SHAWCROFT
Petitioner and Attorney for
Truckee-Carson Irrigation District

SUBSCRIBED and SWORN to before me

this 13th day of July, 2022.



NOTARY PUBLIC, in and for said County
and State



Exhibit “A”

RESOLUTION NO. 2022-01

TITLE: A RESOLUTION BY THE DIRECTORS OF THE BOARD FOR THE TRUCKEE-CARSON IRRIGATION DISTRICT (DISTRICT) AUTHORIZING THE TAKING OF ALL NECESSARY STEPS TO ENTER INTO A CONTRACT FOR REPAYMENT TO THE UNITED STATES FOR EXTRAORDINARY MAINTENANCE TO BE MADE TO THE TRUCKEE CANAL AND FOR PRESENTATION OF A PROPOSED CONTRACT FOR SUCH REPAYMENT TO THE ELECTORS OF THE DISTRICT, AT A SPECIAL ELECTION, FOR THEIR FINAL APPROVAL. THIS RESOLUTION ALSO PROVIDES FOR RELATED MATTERS.

SUMMARY: THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION, HAS PREPARED A DRAFT AND FINAL ENVIRONMENTAL IMPACT STATEMENT (EIS) TO ANALYZE THE ENVIRONMENTAL IMPACTS OF PROPOSED EXTRAORDINARY MAINTENANCE TO ADDRESS SAFETY NEEDS ALONG THE TRUCKEE CANAL (CANAL), A FACILITY OF THE NEWLANDS FEDERAL RECLAMATION PROJECT (PROJECT) IN WESTERN NEVADA. IN DECEMBER OF 2020, RECLAMATION, ACTING THROUGH THE REGIONAL DIRECTOR FOR INTERIOR REGION 10 – CALIFORNIA-GREAT BASIN, ISSUED A RECORD OF DECISION (ROD) IMPLEMENTING ALTERNATIVE 5 OF THE EIS CONSISTING OF LINING THE CANAL-FULL PRISM WITH A COMBINATION OF GEOMEMBRANE LINING AND CONCRETE. RECLAMATION PROPOSES THAT LINING BE MADE TO APPROXIMATELY 3.6 MILES OF CANAL, THE REPLACEMENT OF THE FERNLEY CHECK STRUCTURE, AND MODIFICATION TO THE BANGO CHECK STRUCTURE; THE TOTAL COST OF EXTRAORDINARY MAINTENANCE IS APPROXIMATELY THIRTY-FIVE MILLION DOLLARS (\$35,000,000.00). THIS RESOLUTION AUTHORIZES THE DISTRICT TO TAKE ALL NECESSARY STEPS TO ENTER INTO A CONTRACT FOR REPAYMENT, INCLUDING, WITHOUT LIMITATION, BARGAINING FOR A PROPOSED CONTRACT, APPROVAL OF SUCH CONTRACT BY THE BOARD OF DIRECTORS, THE SETTING OF A SPECIAL ELECTION, WITH ITS ATTENDANT SCHEDULE OF ACTS TO BE PERFORMED AND DATES RELATING THERETO. THIS RESOLUTION ALSO PROVIDES FOR RELATED MATTERS.

WHEREAS, the District is empowered to cooperate and contract with the United States under the Federal Reclamation Act of June 17, 1902, and all acts amendatory thereof or supplementary thereto, or any other Act of Congress

heretofore or hereafter enacted authorizing or permitting such cooperation pursuant to NRS 539.270(1); and,

WHEREAS, that the purposes associated with cooperation and contract with the United States as authorized by NRS 539.270 include construction of works, whether for irrigation or drainage, or both; and,

WHEREAS, any proposal to enter into a contract with the United States for the repayment of money for construction, the cost of a water supply, the operation and maintenance of existing works, or the acquisition of property, and to issue bonds if any are proposed, must be voted upon at a special election, district election or primary or general election in the manner provided in the case of the ordinary issuance of district bonds as provided for by NRS 539.297; and,

WHEREAS, the Board of Directors may submit any contract or proposed contract and bond issue to the district court of the county wherein is located the office of the board to determine the validity thereof and the authority of the board to enter into such contact as provided for by NRS 539.305; and,

WHEREAS, the District and the United States executed Contract No. 11r-93 on December 18, 1926, which transferred responsibility for operation and maintenance of the Project to the District and provided for the District to act as fiscal agent for repayment of Project construction costs; and,

WHEREAS, on June 14, 1944, the United States entered into an amendatory contract to 11r-93 which adjusted the amount of construction charges that was to take effect as of January 1, 1942; and,

WHEREAS, on September 14, 1973, the United States provided notice of termination of Contract No. 11r-93; and,

WHEREAS, on February 14, 1984, a temporary operation and maintenance agreement, Contract No. 4-07-20-X0268 was entered into between the District and the United States; and,

WHEREAS, the District has repaid the original Project construction costs; and,

WHEREAS, on November 25, 1996, the District and the United States executed Contract No. 7-07-20-X0348, as amended and supplemented, to become effective on January 1, 1997, to continue the care, operation, and maintenance of all the Project works entrusted to it for a term of 25 years; and,

WHEREAS, on November 10, 2016, the District requested renewal of the contract for the continued operation and maintenance of the Project; and,

WHEREAS, on March 9, 2021, a special election of the District was conducted, for the benefit of electors of the District, approving Contract No. 7-07-20-X0348-X, for the continued operation and maintenance of the Project; and,

WHEREAS, on November 16, 2021, a proceeding was conducted in the Tenth Judicial District Court, in and for the County of Churchill; and,

WHEREAS, on January 5, 2008, the north embankment of the Truckee Canal, located approximately 12 miles downstream of the Derby Diversion Dam, breached after a storm. The breach resulted in an uncontrolled water release that caused flooding and damage to approximately 590 properties in the City of Fernley, Nevada; and,

WHEREAS, the District repaired the breach in February of 2008 and has operated the Canal since that time subject to either restrictions in the rate of flow permissible in the Canal or to limitations on the surface elevation of the water introduced and passing through said Canal; and,

WHEREAS, Reclamation has performed a risk analysis associated with operation of the Canal beginning at the Derby Diversion Dam, coursing downstream through the City of Fernley; and,

WHEREAS, extraordinary maintenance must be performed to the Canal in order to preserve its function in meeting the legal demand of water right holders in both the Carson and Truckee Divisions of the Newlands Project and to mitigate the risk associated with operation of the Canal; and,

WHEREAS, in the event that extraordinary maintenance is not performed on the Canal, operation of the Canal under present conditions will pose an unacceptable

risk of operation to property holders in the vicinity of the Canal in Fernley, Nevada; and,

WHEREAS, in the absence of extraordinary maintenance being performed to the Canal, the consequence will be the reduction in flows made allowable in the Canal, as a federally owned facility, to a rate as low as 140 cubic feet per second; and,

WHEREAS, a restriction in rate of flow to 140 cubic feet per second, under certain hydrological conditions, would impair the ability of the District to provide adequate delivery of water in both divisions of the Project and may result in injury to the legal rights of water right holders in the Project; and,

WHEREAS, the preferred alternative for the extraordinary maintenance needed to be performed on the Truckee Canal consists of the placement of a geomembrane/concrete lining to the full prism of the Canal to approximately 3.6 miles of the Canal in the Fernley Reach thereof; and,

WHEREAS, that the extraordinary maintenance needed to be performed, in addition to the lining to the Canal, also consists of construction of a new Fernley Check Structure, modification to the Bango Check Structure, and the armoring of what is known as Pour Point Eight –a point upon the Canal, in Fernley, Nevada, where side-flows enter the Canal during certain storm events, resulting in damage to the embankment; and,

WHEREAS, the cost of the extraordinary maintenance is estimated at approximately Thirty-Five Million Dollars; and,

WHEREAS, the District is now, and must hereafter, pursue all possible public financing options, including reasonable cost share provisions, or non-reimbursable funding, with which to pay the cost of extraordinary maintenance upon the Truckee Canal;

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the District, acting through its President, Vice-President, Secretary, Treasurer, its Management, Agents, or representatives, be and it is

authorized to take all steps necessary for purposes of entering into a repayment contract with the United States for extraordinary maintenance to be performed upon the Truckee Canal at a total cost of approximately Thirty-Five Million Dollars (\$35,000,000.00);

2. That the Negotiations Committee of the District be, and it is, authorized to enter into negotiations with the United States to provide for a contract of repayment; that upon development of a contract made pursuant to said negotiations, that the contract be presented to the Board of Directors for approval;
3. That where time is deemed of the essence, in connection with preparation of a contract of repayment to the United States, negotiation of such a repayment contract, and any approval thereof, may be undertaken directly by the Board of Directors;
4. That, upon approval of a proposed contract for repayment by the Board of Directors, the said proposed contract be presented to the electors of the District, at a district election, special election, or primary election as provided for by NRS 539.297;
5. That the Secretary of the Board, upon approval of a repayment contract by the Board of Directors, should such approval be given, be and he is authorized to provide for a special election at which the electors of the District may determine to approve the repayment contract;
6. That the Secretary of the Board be, and he is, authorized to provide for the appointment of election registrars, the registration of electors, notice of election by publication as provided for by law, and to do and perform all other acts necessary to provide for an election of the District, including, without limitation, the creation of a ballot question and the printing of a ballot with accompanying explanations for the benefit of, and consideration by, the electors of the District;
7. That the Secretary be, and he is, authorized to establish a schedule of events with related deadlines for a special election to be conducted herein as provided for by Exhibit "A" hereto, to be modified as needed –

if needed, in recognition of the process for, and the timing of, final approval of a repayment contract to be given by the electors of the District;

8. That District Management is hereby authorized to pursue all possible sources of non-reimbursable funding and reasonable cost share provision from all funding sources, for the extraordinary maintenance to be performed upon the Truckee Canal with which to reduce, or to directly offset, the amount of cost for the said extraordinary maintenance to be made to the Truckee Canal.

DATED this 4th day of January, 2022.

PRESENT:

Robert Oakden	DAVE/ Stix	ERIC Olsen
Abe Schlank	Wade Wackman	
Lester deBary		

AYES: 5 NAYS: 1 ABSTENTIONS: — ABSENT: 1

Approved this 4th day of January, 2022.

BY: Eric Olsen
Eric Olsen
President, Board of Directors
Truckee-Carson Irrigation District

ATTEST:

BY: Robert Oakden
Robert Oakden
Secretary, Board of Directors
Truckee-Carson Irrigation District

DIRECTORS ELECTION AND SPECIAL ELECTION SCHEDULE

Election on April 5, 2022

January - 2022	First Mailing for Special Election
February - 2022	Zoom Meeting??
February 9, 2022	District office remains open till 7:00 p.m. for registration
February 17, 2022	First day to declare candidacy
March 1, 2022	Absentee Ballots Ready
March 1, 2022:	Board appoints three (3) inspectors and two (2) clerks from each precinct (Statute NRS 539.145)
March 16, 2022:	First day to publish Notice of Election
March 16, 2022:	Last day to file for Director at 4:30 p.m.
March 15, 2022:	District office remains open 6:00 a.m. to 7:00 p.m. for registration (If election)
March 22, 2022:	Registration closes at 4:30 p.m.
March 29, 2022	Last day to request absentee
April 5, 2022:	Directors Election - if needed 7:00 a.m. - 7:00 p.m.
April 7, 2022	Canvass Votes

Directors/Divisions up for election on April 5, 2022:

Wade Workman	- Division 2
Eric Olsen	Division 5
Abraham Schank	- Division 6
Lester deBraga	Division 7

Exhibit “B”

SPECIAL ELECTION SCHEDULE

Election on June 30, 2022

May 30, 2022	Absentee Ballots Ready
May 16 - 20, 2022	First Newsletter for Special Election
May 16 - 20, 2022	Publication for Election
June 1, 2022	District office remains open till 7:00 p.m. for registration
June 7, 2022	Workshop Meeting at Fallon Convention Center - 6pm – 8pm
June 7, 2022	In Fernley for Voter Registration – 8am to 4pm
June 9, 2022	Workshop Meeting at Fernley Golf Course - 6pm – 8pm
June 13, 2022	Second mailing for Special Election
June 13, 2022	In Fernley for Voter Registration – 8am to 4pm
June 14, 2022	District office remains open till 7:00 p.m. for registration
June 16, 2022	Registration closes at 4:30 p.m.
June 23, 2022	Last day to request absentee
June 30, 2022	Special Election –7:00 a.m. - 7:00 p.m.
July 5, 2022	Canvass Votes

Exhibit “C”



Truckee- Carson Irrigation District

Newlands Project

BOARD OF DIRECTORS

Eric J. Olsen, President
David Stix, Jr., Vice-President
Robert Oakden, Secretary
Lester deBraga, Treasurer
Joseph Gomes, Director
Abraham Schank, Director
Wade Workman, Director

DISTRICT MANAGEMENT

Rusty D. Jardine, Esq., General Manager & District Counsel
Helen-Marie Morrow, Finance Manager
Cody Biggs, Construction & Maintenance Manager
Kelly Herwick, Water Master/Operations Manager
Mike Adams, Systems & Technologies Manager
Mark Solinski, Hydro-Electric Generation Facilities Manager

TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT

NOTICE OF ELECTION

ELECTOR APPROVAL OF CANAL OUTAGE AND REPAYMENT CONTRACT FOR EXTRAORDINARY MAINTENANCE (BALLOT QUESTION)

AND

NOTICE OF REQUIRED VOTER REGISTRATION

Background

The Truckee Canal (Canal) was constructed between 1903 and 1905 and is one of the most important features of the Newlands Federal Reclamation Project, Nevada (Newlands Project). The Truckee-Carson Irrigation District (District) operates and maintains the Newlands Project under contract with the United States (Contract No. 7-07-20-X0348-X, effective January 1, 2022). The District has operated and maintained the Canal, as a part of the Newlands Project, since January of 1927.

On January 5, 2008, the north embankment of the Canal within the City of Fernley, Nevada, breached after a winter storm. The resulting release of water caused flooding and damage to approximately 590 properties. Repairs were made to the Canal during the month of February, 2008; and, the Canal was reopened for service in March of 2008. Since the breach, the Bureau of Reclamation (Reclamation) has undertaken numerous inspections and studies identifying the repair and maintenance needed to restore safe, long-term operation of the Canal. Since 2008, flows in the Canal have been reduced. Currently, the Canal is operated subject to stage elevation (water level) restrictions. The Canal is the sole source of water with which to satisfy surface water rights in the Truckee Division (the Fernley area) of the Newlands

Federal Reclamation Project. The Canal also provides a supplemental source of water to surface water right holders in the Carson Division (the Fallon area) of the Newlands Project.

The required process for evaluating impacts relating to Canal repair was initiated through the National Environmental Policy Act (NEPA). The Truckee Canal is a federally owned facility. NEPA requires that full disclosure of any major actions by federal agencies be made -including a comprehensive environmental review. In October of 2015, Reclamation published its notice of intent to prepare, under NEPA, an Environmental Impact Statement (EIS) -to identify the form of any action needed to repair the Canal and thus develop the action necessary to reduce operational risk.

Also in 2015, Reclamation requested that federal, state, and local agencies, Native American Tribes, and the District participate in the analysis of the extraordinary maintenance needed to repair the Canal to safe, long-term operation. Cooperating agencies included the District, the Bureau of Indian Affairs, Churchill County, the City of Fallon, the City of Fernley, the Fallon Paiute-Shoshone Tribe, the Pyramid Lake Paiute Tribe, and the United States Fish and Wildlife Service. Reclamation held eight joint cooperating agency meetings between 2016 and 2017 in Fernley, Nevada. Reclamation also met with each cooperating agency separately in the fall of 2016 and 2017 and the summer of 2018.

A final EIS was issued by Reclamation. A Record of Decision (ROD) followed in December of 2020 determining that lining the Canal with a full prism geo-membrane/concrete application, and replacing other related structures, would provide the highest level of risk reduction of all the alternatives considered. A no action alternative was also considered. This alternative consists of not implementing any of the risk mitigation measures identified by the risk analysis; rather, the Canal would be operated as it has been -so as to minimize short-term risks by maintaining Canal stage at a much lower, safe level. Current Canal operation and maintenance practices do not address all the risk factors. Current operational practices will result in further long-term deterioration of the Canal. Without affecting any repair, so as to minimize the risk of any possible future breach of the Canal and protect the public, the rate of Canal flow would be reduced drastically -to a rate as low as 140 cubic feet per second (cfs) or one quarter of its present flow capability. As a result of transportation losses, the amount of water actually reaching Lahontan Reservoir for storage would be 110 cfs, more or less.

Depending upon the hydrologic conditions of both the Carson and Truckee River watersheds that supply water to the Newlands Project, the Truckee River provides as much as 70% of the total water supply. If repair is not made to the Canal, and a lower flow regime is instituted as a long-term measure for public safety, the result will be less water to all water right holders. Significant impact would be experienced by water right holders in both divisions.

The safe, long-term alternative for the Canal, as determined by the EIS and the ROD, requires lining 12.7 miles of Canal, replacing four check structures, modifying the Bango check structure, replacing the Hazen Gage with a flume, and armoring a location on the Canal (known as Pour Point 8) -where storm waters flow into the Canal during heavy storm events. However, Reclamation has since reduced the scope of the repair to 3.56 miles of full prism lining, replacement of the Fernley Check Structure, modification of the Bango Check Structure, and the armoring of Pour Point 8. The reduced scope of repair drastically reduces repair cost while still allowing flows greater than 500 cfs in the Canal.

What Does Truckee Canal Extraordinary Maintenance Require?

The estimated cost of Extraordinary Maintenance to the Canal is Thirty-Five Million Dollars (\$35,000,000). The actual cost is expected to be less because the estimate provides for a cost increase contingency of 40%. Funding will come from the Bipartisan Infrastructure and Jobs Act (Act). Unless the District is successful in securing a measure of non-reimbursable funding, the cost of construction will be fully reimbursable to the United States. The cost of construction must be repaid with interest. Use of funds

from the Act is the only available repayment source. While the District has bonding authority, the exercise of the authority and access to the bond market would be limited, if not eliminated entirely, by comparison of the District's annual budget to the cost of the repair (debt ratio analysis).

Canal Outage

To affect repair, the Canal must be shut off completely for a significant period of time. Repairs made to the Canal must be performed in a dewatered state. Best weather conditions will be critical, and access by laborers and equipment must be unimpaired. Owing to the massive scope of the repair, the preferred term of a Canal outage for this maintenance project is October of 2022 through October of 2023. A one-time construction cycle ensures that placement of materials (including more than three and one half miles of geo-membrane lining with a full concrete cover) may be made under the best possible conditions. Stated otherwise, this project includes paving an area approximately eighty (80) feet-wide and eighteen thousand seven hundred ninety seven (18,797) feet-long –the equivalent of an area topping more than thirty three (33) football fields! The scope of this repair is massive.

Additionally, a one-time outage will contain the cost of mobilization and staging for construction to a single construction cycle. If, for example, the project were conducted during successive irrigation off-seasons (November through March), construction mobilization and staging in each such season would add as much as One Million Dollars (\$1,000,000.00) to the total project cost for each such term of repair.

Payment for Construction

The duty to pay the cost for operation and maintenance (O&M), including water delivery within the Newlands Project, rests upon the District through its water right holders. This duty is discharged through payment of an annual assessment per acre. The current total rate per acre is \$47.90. The Board of Directors has also levied an annual assessment on all lands in the District pursuant to NRS 539.480(3). Presently that rate is \$6.10 per acre. Effective July 1, 2022 the rate will increase to \$6.29 per acre. This assessment, known as "District General," is the primary source to which the District will look to repay the debt for construction. If that source is insufficient, at a later time the District would then consider raising the annual assessment for O&M. The term of the contract will be extended as long as possible, *i.e.*, up to 50 years, in order to make repayment possible within the District's existing budget processes.

Contractual Obligation

The contract for operation and maintenance of the Newlands Project requires that "[t]he District [] comply with all applicable Federal, state, and local laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or promulgated concerning Federal Project lands, Project Waters, or Project Works." (Contract No. 7-07-20-X0348-X). Repair of the Canal is made in fulfillment of the contractual obligation. Nevada law requires that any contract with the United States for repayment of money for construction or operation and maintenance of existing works must be voted on by the electors of the District pursuant to NRS 539.297.

Summary Statement of Need for Repair to Canal

Extraordinary maintenance is needed on the Canal to ensure the safe, dependable and reliable delivery of water in the Newlands Project.

NOTICE OF CANAL OUTAGE

IN ORDER TO REPAIR THE TRUCKEE CANAL, CONSTRUCTION MUST BE PERFORMED IN A DE-WATERED STATE. ACCORDINGLY, REPAIR TO THE TRUCKEE CANAL WILL RESULT IN A SIGNIFICANT LONG-TERM OUTAGE COMMENCING OCTOBER 1, 2022 THROUGH OCTOBER 1, 2023 UNLESS EARLIER COMPLETED.

NOTICE OF ELECTION: BALLOT QUESTION – CANAL OUTAGE AND REPAYMENT CONTRACT FOR EXTRAORDINARY MAINTENANCE

Notice is hereby given that on the 30th day of June, 2022, the District shall conduct an election authorizing an outage of the Truckee Canal and a contract for repayment to the United States for Extraordinary Maintenance to be made to the Truckee Canal. The contract cost shall not exceed Thirty-Five Million Dollars (\$35,000,000). The rate of interest applicable to this contract for repayment is approximately 1.87%. The term of the contract will be a period of fifty (50) years if approved by Reclamation.

Ballot Question

The proposed form of the ballot question is as follows:

Shall the Board of Directors for the Truckee-Carson Irrigation District be authorized to declare an outage of the Truckee Canal from October 1, 2022 to October 1, 2023 during which extraordinary maintenance will be performed on the Truckee Canal and shall the Board of Directors be further authorized to enter into a contract with the United States to repay the cost of such maintenance in an amount not to exceed Thirty Five Million Dollars (\$35,000,000)?

Contract: YES _____

Contract: NO _____

Digest

As a result of the breach of the Canal at Fernley, Nevada in 2008, a long-term permanent repair must be made to the Canal to restore safe long-term operation of the Canal and serve the water rights held by property owners in the Newlands Federal Reclamation Project. The Canal provides surface water to water right holders in both the Truckee and Carson Divisions of the Newlands Project. If improvement is not made to the structural integrity of the Canal, the rate of flow must be reduced in order to eliminate the risk of a future breach. By recent act of Congress, the Bipartisan Infrastructure and Jobs Act (Act), a sole source of funding exists with which to provide the cost of repair. Repair costs are reimbursable to the United States; and, to the extent possible, will be repaid from the revenues derived from the general assessment ("District General") imposed upon all lands in the District. Repair to the Truckee Canal will result in a significant long-term outage of one (1) year unless earlier completed.

Argument For Passage

Funding for this repair, made possible through the Bipartisan Infrastructure and Jobs Act (Act), is a once in a generation event. It may not come again. To protect the residents of Fernley against any such future event, repair must be made to the Canal. Moreover, the full transport capability of the Canal is vital to the continued mission of the Newlands Federal Reclamation Project; which is to serve the water rights held by water right holders in both divisions of the Project. If repair is not made to the Canal, a "regulatory drought" will ensue. Canal flow will be reduced drastically. The legal right to the use of water, by water right holders, will be injured. The greatest impact will be experienced by water right holders in the Carson Division (the Fallon area) of the Newlands Project. A YES vote on the ballot question, authorizing a

repayment contract for repair, ensures that the water conveying capability of the Canal will continue at the Canal's full potential, thus eliminating the need for drastic flow reductions. To the fullest extent possible, repayment to the federal government will be made within the existing budget processes of the District with a possible increase to assessments for operation and maintenance (O&M) of the Newlands Project.

Argument Against Passage

A NO vote means that a repayment contract with the United States will not be approved. Despite the attempt to use District General assessments—an assessment imposed upon all lands in the District, whether or not they are water righted, as the primary source for repayment for construction costs, repayment for the cost of repair may result in a rate increase to water right holders for water delivery. Other sources of funding should be pursued to provide repayment for repair to the Canal -including a special act of Congress. Moreover, a long-term repayment obligation imposed upon the District may significantly limit the District's ability to timely provide other necessary Newlands Project facility repairs and improvements including any that may be required to facilities such as Lahontan Dam. Since stage (water level) restrictions have been imposed upon the Canal following the breach of 2008, the risk of breach in the Fernley reach of the Canal, while not completely eliminated, has been greatly reduced. A long-term outage will likely result in extraordinary financial impact to all water right holders in the Newlands Project.

QUESTIONS AND ANSWERS

1. Question: What will the final repair cost be?
Answer: The cost of this Project may be as much as \$35 Million dollars. This amount includes a cost contingency of 40% that has been applied to the construction contract to allow for unforeseen increases in costs and changed circumstances. Additionally, if a portion of the cost is deemed non-reimbursable, that too will reduce the amount to be repaid. Assuming the existence of unforeseen construction cost and changed circumstances, the actual cost may be less than \$30 Million dollars. The total cost will be further reduced if certain elements of the contract are deemed non-reimbursable.
2. Question: Does the District have to pay interest on the repayment contract?
Answer: Yes. This is a requirement of federal law.
3. Question: Does another source of funding exist?
Answer: No. The District has bonding authority with which to pursue funding from other sources. Because of the imbalance between annual income and the amount of repayment, the ability to pursue bonding approvals would be virtually impossible. Moreover, even if bonding were practicable, the interest rate in the bond market would likely be much greater. Bonding, as is the case with a repayment contract with the United States, also requires voter approval.
4. Question: What if we do not make the repair?
Answer: Flows in the Canal will be reduced to a rate as low as 140 cubic feet per second (cfs). The need to repair the Canal will not be extinguished and other funding sources must be sought.
5. Question: What is the main purpose of this repair?
Answer: To provide a permanent repair for the Canal that will ensure public safety while providing all available water to Newlands Project water right holders.

6. Question: How long will repair take?
Answer: Construction on the Canal will take one (1) year unless earlier completed.
7. Question: Must the work be performed in a dewatered state?
Answer: Yes.
8. Question: Has a source of payment to water right holders in the Project been identified in view of the outage associated with this construction project?
Answer: No. Voluntary outages for construction are not deemed compensable losses.

NOTICE OF REGISTRATION FOR ALL ELECTORS OF THE TRUCKEE-CARSON IRRIGATION DISTRICT

No election may be held without registration by electors of the District. NRS 593.127. **Registration for other federal, state, or local elections is not valid registration for a District election.** To be eligible as an elector of the District, a person must be at least 18 years of age, he or she must be a bona fide holder of title, or have evidence of title to land, or have contractual rights to land within the District, **to which a surface water right is appurtenant** and must have also registered to vote. NRS 539.123(1).

The total number of votes which may be cast by an elector depends upon the amount of land owned or controlled to which a surface water right is appurtenant. NRS 539.123(2). **Change in the form of ownership requires new registration by the owner, trustee, chief operation officer, partner, managing member, guardian, executor or administrator -as the case may require.** NRS 539.123 (3-9).

Registration to vote is now open and will close on June 16, 2022 at 4:30 p.m. The District Office will be open from 7:00 a.m. until 7:00 p.m. on both June 1, 2022 and June 14, 2022 to accommodate voter registration. In person registration in Fernley will be conducted from 8:00 a.m. until 4:00 p.m. on June 7, 2022 and June 13, 2022 at the N. Lyon County Fire Protection Building, 194 East Main Street, Fernley, Nevada.

For further information, please visit the District Office at 2266 Harrigan Road in Fallon or contact the District Office by telephone at (775) 423-2141.

TCID
P.O. Box 1356
Fallon, NV 89407

PRSR STD
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IMPORTANT NOTICE !!!!

Exhibit “D”



Truckee- Carson Irrigation District

Newlands Project

BOARD OF DIRECTORS

Eric J. Olsen, President
David Stix, Jr., Vice-President
Robert Oakden, Secretary
Lester deBraga, Treasurer
Joseph Gomes, Director
Abraham Schank, Director
Wade Workman, Director

DISTRICT MANAGEMENT

Rusty D. Jardine, Esq., General Manager & District Counsel
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TRUCKEE CANAL EXTRAORDINARY MAINTENANCE PROJECT

NOTICE OF ELECTION

ELECTOR APPROVAL OF CANAL OUTAGE AND REPAYMENT CONTRACT FOR EXTRAORDINARY MAINTENANCE (BALLOT QUESTION)

AND

NOTICE OF REQUIRED VOTER REGISTRATION

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The safe, long-term alternative for the Canal, as determined by the EIS and the ROD, requires lining 12.7 miles of Canal, replacing four check structures, modifying the Bango check structure, replacing the Hazen Gage with a flume, and armoring a location on the Canal (known as Pour Point 8) -where storm waters flow into the Canal during heavy storm events. However, Reclamation has since reduced the scope of the repair to 3.56 miles of full prism lining, replacement of the Fernley Check Structure, modification of the Bango Check Structure, and the armoring of Pour Point 8. The reduced scope of repair drastically reduces repair cost while still allowing flows greater than 500 cfs in the Canal.

What Does Truckee Canal Extraordinary Maintenance Require?

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from the Act is the only available repayment source. While the District has bonding authority, the exercise of the authority and access to the bond market would be limited, if not eliminated entirely, by comparison of the District's annual budget to the cost of the repair (debt ratio analysis).

Canal Outage

To affect repair, the Canal must be shut off completely for a significant period of time. Repairs made to the Canal must be performed in a dewatered state. Best weather conditions will be critical, and access by laborers and equipment must be unimpaired. Owing to the massive scope of the repair, the preferred term of a Canal outage for this maintenance project is October of 2022 through October of 2023. A one-time construction cycle ensures that placement of materials (including more than three and one half miles of geo-membrane lining with a full concrete cover) may be made under the best possible conditions. Stated otherwise, this project includes paving an area approximately eighty (80) feet-wide and eighteen thousand seven hundred ninety seven (18,797) feet-long –the equivalent of an area topping more than thirty three (33) football fields! The scope of this repair is massive.

Additionally, a one-time outage will contain the cost of mobilization and staging for construction to a single construction cycle. If, for example, the project were conducted during successive irrigation off-seasons (November through March), construction mobilization and staging in each such season would add as much as One Million Dollars (\$1,000,000.00) to the total project cost for each such term of repair.

Payment for Construction

The duty to pay the cost for operation and maintenance (O&M), including water delivery within the Newlands Project, rests upon the District through its water right holders. This duty is discharged through payment of an annual assessment per acre. The current total rate per acre is \$47.90. The Board of Directors has also levied an annual assessment on all lands in the District pursuant to NRS 539.480(3). Presently that rate is \$6.10 per acre. Effective July 1, 2022 the rate will increase to \$6.29 per acre. This assessment, known as "District General," is the primary source to which the District will look to repay the debt for construction. If that source is insufficient, at a later time the District would then consider raising the annual assessment for O&M. The term of the contract will be extended as long as possible, *i.e.*, up to 50 years, in order to make repayment possible within the District's existing budget processes.

Contractual Obligation

The contract for operation and maintenance of the Newlands Project requires that "[t]he District [] comply with all applicable Federal, state, and local laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or promulgated concerning Federal Project lands, Project Waters, or Project Works." (Contract No. 7-07-20-X0348-X). Repair of the Canal is made in fulfillment of the contractual obligation. Nevada law requires that any contract with the United States for repayment of money for construction or operation and maintenance of existing works must be voted on by the electors of the District pursuant to NRS 539.297.

Summary Statement of Need for Repair to Canal

Extraordinary maintenance is needed on the Canal to ensure the safe, dependable and reliable delivery of water in the Newlands Project.

NOTICE OF CANAL OUTAGE

IN ORDER TO REPAIR THE TRUCKEE CANAL, CONSTRUCTION MUST BE PERFORMED IN A DE-WATERED STATE. ACCORDINGLY, REPAIR TO THE TRUCKEE CANAL WILL RESULT IN A SIGNIFICANT LONG-TERM OUTAGE COMMENCING OCTOBER 1, 2022 THROUGH OCTOBER 1, 2023 UNLESS EARLIER COMPLETED.

NOTICE OF ELECTION: BALLOT QUESTION – CANAL OUTAGE AND REPAYMENT CONTRACT FOR EXTRAORDINARY MAINTENANCE

Notice is hereby given that on the 30th day of June, 2022, the District shall conduct an election authorizing an outage of the Truckee Canal and a contract for repayment to the United States for Extraordinary Maintenance to be made to the Truckee Canal. The contract cost shall not exceed Thirty-Five Million Dollars (\$35,000,000). The rate of interest applicable to this contract for repayment is approximately 1.87%. The term of the contract will be a period of fifty (50) years if approved by Reclamation.

Ballot Question

The proposed form of the ballot question is as follows:

Shall the Board of Directors for the Truckee-Carson Irrigation District be authorized to declare an outage of the Truckee Canal from October 1, 2022 to October 1, 2023 during which extraordinary maintenance will be performed on the Truckee Canal and shall the Board of Directors be further authorized to enter into a contract with the United States to repay the cost of such maintenance in an amount not to exceed Thirty Five Million Dollars (\$35,000,000)?

Contract: YES _____

Contract: NO _____

Digest

As a result of the breach of the Canal at Fernley, Nevada in 2008, a long-term permanent repair must be made to the Canal to restore safe long-term operation of the Canal and serve the water rights held by property owners in the Newlands Federal Reclamation Project. The Canal provides surface water to water right holders in both the Truckee and Carson Divisions of the Newlands Project. If improvement is not made to the structural integrity of the Canal, the rate of flow must be reduced in order to eliminate the risk of a future breach. By recent act of Congress, the Bipartisan Infrastructure and Jobs Act (Act), a sole source of funding exists with which to provide the cost of repair. Repair costs are reimbursable to the United States; and, to the extent possible, will be repaid from the revenues derived from the general assessment ("District General") imposed upon all lands in the District. Repair to the Truckee Canal will result in a significant long-term outage of one (1) year unless earlier completed.

Argument For Passage

Funding for this repair, made possible through the Bipartisan Infrastructure and Jobs Act (Act), is a once in a generation event. It may not come again. To protect the residents of Fernley against any such future event, repair must be made to the Canal. Moreover, the full transport capability of the Canal is vital to the continued mission of the Newlands Federal Reclamation Project; which is to serve the water rights held by water right holders in both divisions of the Project. If repair is not made to the Canal, a "regulatory drought" will ensue. Canal flow will be reduced drastically. The legal right to the use of water, by water right holders, will be injured. The greatest impact will be experienced by water right holders in the Carson Division (the Fallon area) of the Newlands Project. A YES vote on the ballot question, authorizing a

repayment contract for repair, ensures that the water conveying capability of the Canal will continue at the Canal's full potential, thus eliminating the need for drastic flow reductions. To the fullest extent possible, repayment to the federal government will be made within the existing budget processes of the District with a possible increase to assessments for operation and maintenance (O&M) of the Newlands Project.

Argument Against Passage

A NO vote means that a repayment contract with the United States will not be approved. Despite the attempt to use District General assessments –an assessment imposed upon all lands in the District, whether or not they are water righted, as the primary source for repayment for construction costs, repayment for the cost of repair may result in a rate increase to water right holders for water delivery. Other sources of funding should be pursued to provide repayment for repair to the Canal -including a special act of Congress. Moreover, a long-term repayment obligation imposed upon the District may significantly limit the District's ability to timely provide other necessary Newlands Project facility repairs and improvements including any that may be required to facilities such as Lahontan Dam. Since stage (water level) restrictions have been imposed upon the Canal following the breach of 2008, the risk of breach in the Fernley reach of the Canal, while not completely eliminated, has been greatly reduced. A long-term outage will likely result in extraordinary financial impact to all water right holders in the Newlands Project.

QUESTIONS AND ANSWERS

1. Question: What will the final repair cost be?
Answer: The cost of this Project may be as much as \$35 Million dollars. This amount includes a cost contingency of 40% that has been applied to the construction contract to allow for unforeseen increases in costs and changed circumstances. Additionally, if a portion of the cost is deemed non-reimbursable, that too will reduce the amount to be repaid. Assuming the existence of unforeseen construction cost and changed circumstances, the actual cost may be less than \$30 Million dollars. The total cost will be further reduced if certain elements of the contract are deemed non-reimbursable.
2. Question: Does the District have to pay interest on the repayment contract?
Answer: Yes. This is a requirement of federal law.
3. Question: Does another source of funding exist?
Answer: No. The District has bonding authority with which to pursue funding from other sources. Because of the imbalance between annual income and the amount of repayment, the ability to pursue bonding approvals would be virtually impossible. Moreover, even if bonding were practicable, the interest rate in the bond market would likely be much greater. Bonding, as is the case with a repayment contract with the United States, also requires voter approval.
4. Question: What if we do not make the repair?
Answer: Flows in the Canal will be reduced to a rate as low as 140 cubic feet per second (cfs). The need to repair the Canal will not be extinguished and other funding sources must be sought.
5. Question: What is the main purpose of this repair?
Answer: To provide a permanent repair for the Canal that will ensure public safety while providing all available water to Newlands Project water right holders.

6. Question: How long will repair take?
Answer: Construction on the Canal will take one (1) year unless earlier completed.
7. Question: Must the work be performed in a dewatered state?
Answer: Yes.
8. Question: Has a source of payment to water right holders in the Project been identified in view of the outage associated with this construction project?
Answer: No. Voluntary outages for construction are not deemed compensable losses.

NOTICE OF REGISTRATION FOR ALL ELECTORS OF THE TRUCKEE-CARSON IRRIGATION DISTRICT

No election may be held without registration by electors of the District. NRS 593.127. **Registration for other federal, state, or local elections is not valid registration for a District election.** To be eligible as an elector of the District, a person must be at least 18 years of age, he or she must be a bona fide holder of title, or have evidence of title to land, or have contractual rights to land within the District, **to which a surface water right is appurtenant** and must have also registered to vote. NRS 539.123(1).

The total number of votes which may be cast by an elector depends upon the amount of land owned or controlled to which a surface water right is appurtenant. NRS 539.123(2). **Change in the form of ownership requires new registration by the owner, trustee, chief operation officer, partner, managing member, guardian, executor or administrator -as the case may require.** NRS 539.123 (3-9).

Registration to vote is now open and will close on June 16, 2022 at 4:30 p.m. The District Office will be open from 7:00 a.m. until 7:00 p.m. on both June 1, 2022 and June 14, 2022 to accommodate voter registration. In person registration in Fernley will be conducted from 8:00 a.m. until 4:00 p.m. on June 7, 2022 and June 13, 2022 at the N. Lyon County Fire Protection Building, 194 East Main Street, Fernley, Nevada.

For further information, please visit the District Office at 2266 Harrigan Road in Fallon or contact the District Office by telephone at (775) 423-2141.

SECOND NOTICE OF SPECIAL ELECTION (JUNE 30, 2022) IN THE TRUCKEE-CARSON

IRRIGATION DISTRICT

On Thursday, June 30, 2022, the Truckee-Carson Irrigation District will conduct a special election at polling sites in Fallon (District Office - 2666 Harrigan Road) and in Fernley (North Lyon County Fire Protection District - 195 East Main Street), between the hours of 7:00 a.m. and 7:00 p.m.

Registered voters of Fernley, Hazen, and Swingle Bench will cast votes in Fernley. All other registered voters will cast their votes in Fallon.

The special election is relating to approval of an outage of the Truckee Canal, commencing October 1, 2022 for one-year, to perform extraordinary maintenance, consisting of placement of lining to three and one half miles of canal, replacement of the Fernley Check Structure, and repair to the Bango Check Structure, and to approve a contract for repayment for the costs of construction to the United States in an amount not to exceed Thirty Five Million Dollars (\$35,000,000).

Dated this 15th day of June, 2022.

Rusty D. Jardine, Esq.
General Manager

THE FALLON POST



Legal Notice Account
Ida Adams
2666 Harrigan Rd
Fallon, NV 89406

Rachel Dahl says:
That she is the legal clerk of
The Fallon Post, a newspaper published
Friday in Fallon, in the State of Nevada

Copy Line:
**NOTICE OF ELECTOR REGISTRATION
AND
NOTICE OF SPECIAL ELECTION**

Ad #s: 6022 AND 6023
of which copies are hereto attached.
Ad #6023 was published in said
newspaper on May 27, 2022.
Ad #6022 ran May 27, and June 17,
2022, all days inclusive.

Pa

Signed: _____
Date: June 20, 2022 State of Nevada,
Fallon

This is an original electronic affidavit.
Price: \$231.88

NOTICE OF ELECTOR REGISTRATION FOR THE TRUCKEE-CARSON IRRIG- ATION DISTRICT

NOTICE IS HEREBY GIV-
EN that a special election
of the Truckee-Carson
Irrigation District (District)
will be conducted the 30th
day of June, 2022. Eligibility
to vote requires registration
by District electors pursuant
to NRS 539.127. Registration
for the election is now
open and will close Thurs-
day, June 16th, at the hour
of 4:30 p.m. o'clock. Voter
eligibility in the District is
based upon ownership of
land in the Newlands Fed-
eral Reclamation Project to
which a surface water right
is appurtenant. The District
will extend regular business
hours for voter registration
on Wednesday, June 1st, and
Tuesday, June 14th 2022,
from 7:30 a.m. to 7:00 p.m.
o'clock at the District Office,
2666 Harrigan Road, Fallon,
Nevada. In person registra-
tion for Fernley will be on
Tuesday June 7th and Mon-
day June 13th 2022 from 8:00
a.m. to 4:00 p.m. o'clock at
the N. Lyon County Fire Pro-
tection, 194 E. Main Street,
Fernley Nevada. Appoint-
ments for registration may
be made by telephone by
contacting Ida Adams, Dis-
trict Field Registrar, at (775)
423-2141. Persons having
questions regarding current
registration status or voter
eligibility may also contract
the District by telephone at
(775) 423-2141.

DATED this 26th day of
May, 2022

TRUCKEE-CARSON IRRIG-
ATION DISTRICT
By: Rusty D. Jardine, Esq.,
General Manager

Published in The Fallon Post
on May 27, 2022
ad #6023

IN THE TRUCKEE-CAR- SON IRRIGATION DIS- TRICT

NOTICE OF SPECIAL
ELECTION (BALLOT
QUESTION)
Churchill and Lyon Coun-
ties, State of Nevada

NOTICE IS HEREBY
GIVEN that on the 30th day
of June, 2022, between the
hours of 7:00 a.m. and 7:00
p.m. Pacific time, within the
Truckee-Carson Irrigation
District, in Churchill and
Lyon Counties, State of
Nevada, a special election
will be held. Two polling
places have been constituted
as follows:

Voting District 1 (Truckee
Division: Fernley, Hazen,
Swingle Bench)
North Lyon County Fire
Protection District
195 East Main Street
Fernley, Nevada

Voting Districts 2, 3, 4, 5,
6, and 7 (Carson Division:
Fallon Area)
Truckee-Carson Irrigation
District
2666 Harrigan Road
Fallon, Nevada

For consideration at the
special election, by registered
electors of the District, is the
following ballot question:

Shall the Board of Directors
for the Truckee-Carson Irrig-
ation District be authorized to
declare an outage of the
Truckee Canal from October
1, 2022 through September
30, 2023 during which ex-
traordinary maintenance will
be performed on the Truckee
Canal and shall the Board of
Directors be further autho-
rized to enter into a contract
with the United States to re-
pay the cost of such main-
tenance in an amount not to
exceed Thirty-Five Million
Dollars (\$35,000,000)?

Contract Yes _____
Contract No _____

Dated this 26th day of May,
2022.

Rusty D. Jardine, Esq.,
General Manager

Published in The Fallon Post
on May 27, and June 17, 2022
ad #6022

Exhibit “E”

POST THIS ON OUTSIDE OF POLLING PLACE
Copy of the
RESULT OF THE VOTES CAST

At the Special Election for the Truckee Canal XM Contract held on the 30th day of June, 2022

TOTAL VOTES CAST 1902

<u>1857</u>	Yes Votes RECEIVED	<u>45</u>	No Votes RECEIVED

COUNTING BOARD

Lucy Rutanen, Officer

_____, Officer

Judy Brafner, Officer

_____, Officer

Robert Oakden, Officer

_____, Officer

POST THIS ON OUTSIDE OF POLLING PLACE
Copy of the
RESULT OF THE VOTES CAST

At the Special Election for the Truckee Canal XM Contract held on the 30th day of June, 2022

TOTAL VOTES CAST 152

<u>29</u>	Yes Votes RECEIVED	<u>123</u>	No Votes RECEIVED

COUNTING BOARD

April Homme, Officer _____, Officer

Katherine Thorne, Officer _____, Officer

Dennis A. Rader, Officer _____, Officer

Exhibit “F”

BOARD OF DIRECTORS

Eric Olsen, President
David Stix, Jr., Vice-President
Robert Oakden, Secretary
Lester deBraga, Treasurer
Abraham Schank, Director
Joseph Gomes, Director
Wade Workman, Director



DISTRICT MANAGEMENT

Benjamin D. Shawcroft, Esq., General Manager and Counsel
Helen-Marie Morrow, Finance Manager
Cody Biggs, Construction & Maintenance Manager
Kelly Herwick, Water Master/Operations Manager
Mike Adams, Systems & Technologies Manager
Mark Solinski, Hydro-Electric Generation Facilities Manager

TRUCKEE-CARSON IRRIGATION DISTRICT
BOARD OF DIRECTORS
2666 Harrigan Road, Fallon, Nevada 89406
(775) 423-2141
www.tcid.org

PUBLIC NOTICE OF OPEN MEETING

Pursuant to Nevada Open Meeting Law, Notice is Hereby Given that the Truckee-Carson Irrigation District Board of Directors will Hold its Regular Monthly Meeting on: Tuesday, July 5, 2022 at the Hour of 9:00 a.m. This meeting will be conducted at the Board Room of the District, 2666 Harrigan Road, Fallon, Nevada.

PARTICIPATION IN BOARD MEETING

When speaking, all persons must clearly identify themselves for purposes of the record of proceedings. When not speaking, participants must place their phones or other electronic devices on mute. Strict rules of decorum will be observed.

There are three (3) ways to participate in meetings of the Board: (1) in person; (2) via video conferencing; (3) via teleconferencing.

IN PERSON PARTICIPATION

Subject to conditions then in effect relating to the COVID-19 pandemic, you may join the meeting in person to hear, observe, and participate.

VIDEO CONFERENCING

If you would like to join the meeting to hear, observe, and participate in the meeting online, you may click on the link below:

Video Conference Access:

Join the Zoom Meeting at the link below:

Truckee-Carson Irrigation District
Board of Directors
July 5, 2022
Page 1 of 1

<https://us06web.zoom.us/j/82406246091?pwd=dndNUEVkamg1YnZmYSStNTmRjUVA4QT09>

Meeting ID: **824 0624 6091**

Passcode: **018006**

The link can be provided electronically upon request. Contact Michele at TCID, **775-423-2141**, for further information.

TELECONFERENCING

If you would like to join the meeting to hear and participate in the meeting, but not observe, follow the instructions below:

Teleconference Access

The teleconference number is **1-669-900-6833**. The Meeting ID is **824 0624 6091** and the Passcode is **018006**.

THE AGENDA

Notes:

*For the purposes of this agenda, words which appear in **bold face** are intended only for ease of reference in the creation of this agenda. The full description of the agenda item, to be deliberated upon and decided by the Board, if at all, follows the words appearing in **bold face**.*

All meetings of the Board of Directors for the Truckee-Carson Irrigation District (TCID or District) are public (NRS 539.093). This agenda is a tentative meeting schedule. Action will be taken on all items unless otherwise noted. While meetings of the Board are subject to Nevada Open Meeting Law (NRS 241.010 et seq.) (OML), no provision of the OML requires the Board to discuss or take action on all agenda items. The Board may hear items in a different order, combine items for consideration, or remove an item from the agenda or delay discussion relating to any item at any time to accomplish business of the Board, on behalf of the electors of TCID, in the most efficient manner. Items scheduled at a specific time will not be heard earlier than at the scheduled time pursuant to the OML. Except in an emergency, TCID will provide written notice of its meetings consisting of a clear and complete statement of the topics scheduled to be considered. No action may be taken on any matter that is not scheduled on this agenda. Any statement made by a member of TCID during a public meeting is absolutely privileged and does not impose liability for defamation or constitute a ground for recovery in any civil action. Meetings of the Board may be conducted according to the rules of parliamentary procedure.

The Board of Directors may recess the meeting in order to convene an attorney-client meeting.

The Board may take possible action on any item on this agenda unless that item is marked "For Information Only." Items marked "For Information Only" may be discussed by the Board after any presentation is made but no action may be taken on that particular item. The Board may take items out

*Truckee-Carson Irrigation District
Board of Directors
November 10, 2020
Page 1 of 1*

of order, may combine two or more agenda items for consideration, may remove items from the agenda or may delay discussion of any item at any time.

For Information Only

1. **Call to Order-Roll Call**

For Information Only

2. **Pledge of Allegiance**

For Possible Action

3. **Review and Adoption of the Agenda**

Deliberation and decision relating to the approval of the Regular Board Meeting Agenda of July 5, 2022.

For Information Only

4. **Public Comment**

When speaking, all persons must clearly identify themselves for purposes of the record of proceedings. The Board of Directors welcomes public comment; but, any such comment must be limited to matters in the scope of authority of the Board of Directors. No matter discussed during public comment may be acted upon unless the matter appears on the agenda and is scheduled for possible action. If you wish to be heard, please introduce yourself at the appropriate time and the presiding member of the Board of Directors will recognize you. The amount of discussion on any matter, and the amount of time any speaker is allowed, may be limited. The Board of Directors will not restrict public comment based upon viewpoint. The Board of Directors shall refuse, during public comment, statements relating to the character, alleged misconduct, professional competence, or physical or mental health of a person.

For Information Only

5. **Miscellaneous Correspondence**

Correspondence to be reviewed by the District.

For Information Only

6. **General Manager and Staff Reports**

General updates from staff on current conditions, current or planned projects and business of the District.

For Information Only

7. **City of Fernley-General Updates**

General updates by a representative from the City of Fernley.

For Information Only

8. **United States Fish & Wildlife Service (USFWS)-Wetlands Issues/Updates**

General updates by a representative of the USFWS.

For Information Only

9. **Bureau of Reclamation-Lahontan Basin Area Office**

Public Policy and Planning
Board of Directors
July 5, 2022
Fernley, NV

General updates by a representative of the Lahontan Basin Area Office including the status of water supply conditions in the Newlands Federal Reclamation Project, and updates on the TCIDWORKS program.

For Information Only

10. **Fallon Paiute Shoshone Tribe**

General updates by a representative from the Fallon Paiute Shoshone Tribe.

For Information Only

11. **Fallon Naval Air Station**

General updates by a representative from the Fallon Naval Air Station.

For Information Only

12. **Natural Resources Conservation Service (NRCS)**

General updates by a representative from the NRCS, Fallon, Nevada.

For Information Only

13. **Nevada Department of Wildlife (NDOW)**

General updates by a representative from NDOW, Fallon, Nevada.

For Information Only

14. **Farmer's Conservation Alliance (FCA)**

General updates by a representative from the FCA regarding the modernization plan now being developed for the Newlands Federal Reclamation Project, Nevada.

For Possible Action

15. **Resolution 2022-07 Approval of a WaterSMART Grant to Improve 26' Drop Power Station (Opportunity No. R23AS00008)**

Deliberation and decision relating to approval/denial of an application by the District for a small scale water efficiency project grant (Opportunity No. R23AS00008) through the United States Bureau of Reclamation. This grant, if approved by Reclamation, would provide federal funding at a total cost of approximately Two Hundred Fifty-Five Thousand Dollars (\$255,000), a portion of which will be borne by the District pursuant to the terms of a 50/50 grant match, to be used by the District to provide for general facility improvement, including replacement of the facility's runners, thereby enhancing the operating efficiency of the 26' Drop Power Station in the Carson Division of the Newlands Federal Reclamation Project, resulting in greater electrical energy output. This grant includes a 50/50 match by the District consisting of administrative and labor costs, equipment use, and/or any other costs approved by existing law in relation to the said grant funding opportunity.

For Possible Action

16. **Canvass of Votes Relating to Special Election Conducted June 30, 2022 for Approval of a Proposed Contract with the United States Department of the Interior, Bureau of Reclamation for the Repayment of Extraordinary Maintenance Costs for the Truckee Canal, Approval of an Outage of the Truckee Canal for One Year and Adoption of Resolution No. 2022-08 Relating to the Canvass of the Vote**

Deliberation and decision relating to action regarding the canvass of the votes cast at the special election conducted by the District on June 30, 2022 including a declaration of election results and approval of Resolution No. 2022-08 relating thereto entitled: A Resolution canvassing the results of a special election held of the Truckee-Carson Irrigation District on Thursday, June 30, 2022, approving the outage of the Truckee Canal from October 1, 2022 through September 30, 2023 during which Extraordinary Maintenance will be performed on the Truckee Canal and further authorizing the Board of Directors to enter into a Contract with the United States to repay the cost of such maintenance in an amount not to exceed Thirty-Five Million Dollars (\$35,000,000). This Resolution also provides for related matters.

For Possible Action

17. **Approval of Budget 2022-2023**

Deliberation and decision by the Board of Directors regarding approval of the budget for fiscal year 2022-2023.

For Possible Action

18. **Insurance Renewal**

Deliberation and decision relating to, without limitation, proposal for renewal of general liability, errors and omissions, commercial auto insurance, commercial excess liability, other mechanical and property coverage, and commercial inland marine coverage for the District for coverage that will renew on or about July 1, 2022.

For Possible Action

19. **Consent Agenda**

Matters borne by the consent agenda are considered routine and/or informational in nature. Any deliberation and/or decisions made relating to the consent agenda may be given by the Board in a single action without comment, discussion, or public input as a single Board action. Any item on the consent agenda may be removed therefrom, upon the request of a Director or member of the public, and thus be made the object of full and complete deliberation and decision making. Action relating to the consent agenda may be undertaken at any time during the course of the meeting. Items on the consent agenda for this meeting are as follows:

- Approval of Director's compensation as provided for by NRS 539.080.

20. **Committee Reports**

For Information Only

O&M Committee Recommendations

General updates by Committee Chairman.

For Information Only

Carson Lake Pasture Advisory Committee Recommendations

General updates by Committee Chairman.

For Information Only

Employee Relations Committee

General updates by Committee Chairman.

For Possible Action

Treasurer's Report and Finance Committee Recommendations

Treasurer's Report

Deliberation and decision relating to the District Treasurer's monthly report ending May 31, 2022, made pursuant to NRS 539.483, and any District Finance Committee recommendations relating thereto, and including, without limitation, levy of assessments, posting and publication of claims, preparation of financial statements, review of accounts both payable and receivable, justification of accounts, action on past due accounts, augmentation of budget categories within the general budget or revision to the District's annual budget, authorization for and/or review of audits, preparation and approval of financial filings, approval of disbursements, payments, transfer of funds, journal entries, payroll, and/or management of District accounts necessary to achieve compliance with applicable principles, practices of generally accepted accounting practices.

Treasurer's Note:

Pursuant to NRS 350.538(2), the duties associated with municipal obligations do not apply to "an irrigation district or special district governed by Title 48 of NRS " An irrigation district is not a "municipality" within the meaning of NRS Chapter 350 (Municipal Obligations). The discharge of all duties relating to the levy of assessments, posting and publication of claims, and financial statements as set forth by NRS Chapter 539 (Irrigation Districts) is deemed compliance with the budgeting, filing and publication requirements of NRS 354.470 to 354.626 (Local Financial Administration) inclusive –as otherwise made applicable to local governments (See NRS 354.474(2)).

For Information Only

Negotiations Committee

General updates by Committee Chairman.

For Information Only

Policy Committee

General updates by Committee Chairman.

For Information Only

Public Relations Committee

General updates by Committee Chairman.

For Information Only

Revenue-IT Committee

General updates by Committee Chairman.

For Information Only
Truckee Canal Safety Committee
General updates by Committee Chairman.

- For Information Only*
21. **Additional Period of Public Comment**
Please refer to agenda item four (4) for rules relating to public comment.

- For Information Only*
22. **Adjournment**

Special Accommodations: The Truckee-Carson Irrigation District will make reasonable efforts to assist and accommodate physically handicapped persons desiring to attend. Persons who are disabled and require special assistance may contact Michele Wisniewski, by phone at (775) 423-2141, or by email at michele@tcid.org, or in writing, at TCID, 2666 Harrigan Road, Fallon, Nevada 89406.

Posting: This meeting has been or will be posted at the following locations and websites at least three (3) days prior to the scheduled date of this meeting in accordance with NRS 241.020(3).

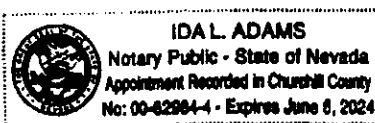
- Fallon City Hall
- Churchill County Administration Building
- Fernley City Hall
- Truckee-Carson Irrigation District
- TCID Website, www.tcid.org
- Department of Administration Public Meeting Notice Website, <http://notice.nv.gov/>

State of Nevada)
 :SS
County of Churchill)

I, Ariel Tomb, of said Churchill County, do hereby affirm that I posted or caused to be posted, a copy of this agenda, on the 28th day of June 2022 at the Truckee-Carson Irrigation District Office, where the proceedings are pending.


Ariel Tomb

Subscribed and affirmed to before me this 28th day of June 2022.




Notary Public

Exhibit “G”

RESOLUTION NO. 2022-08

TITLE: A RESOLUTION CANVASSING THE RESULTS OF A SPECIAL ELECTION HELD OF THE TRUCKEE-CARSON IRRIGATION DISTRICT ON THURSDAY, JUNE 30, 2022, APPROVING THE OUTAGE OF THE TRUCKEE CANAL FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023, DURING WHICH EXTRAORDINARY MAINTENANCE WILL BE PERFORMED ON THE TRUCKEE CANAL AND FURTHER AUTHORIZING THE BOARD OF DIRECTORS TO ENTER INTO A CONTRACT WITH THE UNITED STATES TO REPAY THE COST OF SUCH MAINTENANCE IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE MILLION DOLLARS (\$35,000,000). THIS RESOLUTION ALSO PROVIDES FOR RELATED MATTERS.

SUMMARY: THE TRUCKEE-CARSON IRRIGATION DISTRICT (DISTRICT) OPERATES AND MAINTAINS THE NEWLANDS FEDERAL RECLAMATION PROJECT, NEVADA UNDER CONTRACT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR THROUGH THE BUREAU OF RECLAMATION (RECLAMATION), PURSUANT TO CONTRACT NO. 7-07-20-X0348-X. THE TRUCKEE CANAL, HAVING ITS HEADWORKS AT DERBY DAM ON THE TRUCKEE RIVER IN WESTERN NEVADA, IS AN ESSENTIAL FACILITY OF THE NEWLANDS PROJECT CONVEYING WATER TO BOTH THE TRUCKEE DIVISION (FERNLEY, HAZEN, AND SWINGLE BENCH) AND THE CARSON DIVISION (LAHONTAN VALLEY). ON JANUARY 5, 2008, THE CANAL'S NORTH EMBANKMENT BREACHED AT A LOCATION WITHIN THE CITY OF FERNLEY. THE UNCONTROLLED RELEASE OF WATER RESULTED IN CATASTROPHIC FLOODING AND DAMAGE TO APPROXIMATELY 590 HOMES IN THE CITY OF FERNLEY. FOLLOWING THE BREACH, RECLAMATION COMPLETED MULTIPLE STUDIES THAT IDENTIFIED AREAS REQUIRING REPAIR AND MAINTENANCE TO ADDRESS PUBLIC SAFETY CONCERNS. UNTIL SUCH LONG-TERM REPAIRS ARE MADE, THE CANAL HAS BEEN REQUIRED TO OPERATE AT A LOWER STAGE TO COMPLY WITH SHORT-TERM RISK REDUCTION MEASURES. FOLLOWING PREPARATION OF AN ENVIRONMENTAL IMPACT STATEMENT, RECLAMATION, THROUGH THE REGIONAL DIRECTOR FOR THE CALIFORNIA-GREAT BASIN REGION, ISSUED A RECORD OF DECISION (ROD). THE ROD IMPLEMENTS A PREFERRED ALTERNATIVE OF LINING THE FULL PRISM OF THE CANAL FOR A DISTANCE OF 12.7 MILES AND REPLACING OR IMPROVING RELATED FACILITIES. RECLAMATION REDUCED THE SCOPE OF THE REPAIR INCLUDING LINING OF APPROXIMATELY 3.6 MILES OF CANAL AND REPLACEMENT OF THE FERNLEY CHECK STRUCTURE. TO AFFECT PERMANENT REPAIR THE TRUCKEE CANAL MUST BE DEWATERED AND CONSTRUCTION OCCUR IN WARM WEATHER CONDITIONS. FUNDING FOR THE REPAIR IS MADE

AVAILABLE THROUGH THE BIPARTISAN INFRASTRUCTURE LAW OF 2021. THE COST OF EXTRAORDINARY MAINTENANCE IS APPROXIMATELY THIRTY FIVE MILLION DOLLARS. THIS RESOLUTION PROVIDES A REPORT AND SUMMARY OF THE RESULTS OF THE SPECIAL ELECTION UPON A CANVASSING OF THE VOTES PERFORMED BY THE BOARD OF DIRECTORS AND PROVIDES FOR RELATED MATTERS, INCLUDING, WITHOUT LIMITATION, AUTHORIZATION TO EXECUTE A CONTRACT FOR REPAYMENT TO RECLAMATION.

WHEREAS, the District operates and maintains the Newlands Federal Reclamation Project (Newlands Project) Nevada, under contract with the United States of America pursuant to Contract No. 7-07-20-X0348-X now in effect; and,

WHEREAS, the District has operated the Newlands Project since January 1, 1927 commencing with Contract No. Ilr-93 dated December 18, 1926; and,

WHEREAS, the District operates and maintains the Newlands Project for the benefit of all water right holders in the Newlands Project subject to the provisions of NRS Chapter 539 (Irrigation Districts) providing for organization and powers to an elected Board of Directors to administer water delivery and maintenance practice within the Newlands Project in accordance with the will of the people; and,

WHEREAS, the Truckee Canal, an essential water delivery feature of the Newlands Project, was constructed between 1903 and 1905 and is one of Reclamation's oldest features; and,

WHEREAS, on January 5, 2008, at a location within the City of Fernley, Nevada, a portion of the left canal embankment failed causing flooding and property damage to approximately 590 homes; and,

WHEREAS, the breach of the Truckee Canal resulted in class action lawsuits filed in both state and federal court that have been settled; and,

WHEREAS, following the 2008 failure of the Truckee Canal numerous studies were completed to evaluate the cause of failure, to evaluate the risk of future failures, and to develop feasible alternatives for improving the safety of the Truckee Canal; and,

WHEREAS, until long-term repairs are made, the Truckee Canal is required to operate at a lower stage (height of water) to comply with risk reduction measures that have been identified in the studies previously undertaken by Reclamation; and,

WHEREAS, Reclamation prepared a Draft and Final environmental impact statement (EIS) to analyze the environmental impacts of proposed extraordinary maintenance (XM) to address safety needs along the Truckee Canal; and,

WHEREAS, as a result of the Final EIS, in December 2020, Reclamation provided a Record of Decision (ROD). In the ROD, Reclamation decided to implement Alternative 5 (Lining 12.7 miles of the Canal-Full Prism-Geomembrane/Concrete) as described in the Truckee Canal XM Project Final EIS; and,

WHEREAS, subsequent to provision of the ROD, Reclamation determined to limit the scope of the XM Project to approximately 3.5 miles of canal lining and replacement or improvement to be made to other facilities at a cost not to exceed Thirty Five Million Dollars (\$35,000,000); and,

WHEREAS, in 2021, Congress and the President of the United States enacted the Bipartisan Infrastructure Law (BIL) providing reimbursable funding for projects such as the Truckee Canal XM; and,

WHEREAS, the District was successful in obtaining funding through the BIL for the Truckee Canal XM Project; and,

WHEREAS, NRS 539.297 provides as follows:

Authorization of proposal to enter into contract. Any proposal to enter into a contract with the United States for the repayment of money for construction, the cost of water supply, the operation and maintenance of existing works, or the acquisition of property, and to issue bonds if any are proposed, must be voted upon at a special election, district election or primary or general state election in the manner provided in the case of the ordinary issuance of district bonds.

and,

WHEREAS, NRS 539.330 directs the content to be borne by a notice of election, including the information associated with a regular bond issue; and,

WHEREAS, given that safe reliable operation of the Truckee is paramount to all electors of the District and to the citizenry of the City of Fernley; and,

WHEREAS, exceptional methods were employed by the District to provide notice to the electors regarding the need for repair to the Truckee Canal; and,

WHEREAS, the question of repair to the Truckee Canal was presented to the electors of the District in the following form:

Shall the Board of Directors for the Truckee-Carson Irrigation District be authorized to declare an outage of the Truckee Canal from October 1, 2022 to October 1, 2023 during which extraordinary maintenance will be performed on the Truckee Canal and shall the Board of Directors be further authorized to enter into a contract with the United States to repay the cost of such maintenance in an amount not to exceed Thirty Five Million Dollars (\$35,000,000)?

Contract: YES _____

Contract: NO _____

and,

WHEREAS, that a special election regarding the proposed contract was conducted the 30th day of June, 2022, for all qualified electors of the District; that the polls opened at 7:00 a.m. and closed at 7:00 p.m. on said date; that electors residing in election district number one (1) (Truckee Division; Fernley, Hazen, Swingle Bench) cast ballots at the office of the North Lyon County Fire Protection District located at 195 East Main Street, Fernley, Nevada; that electors residing in voting districts two through seven (2-7) (Carson Division; Lahontan Valley) cast ballots at Truckee-Carson Irrigation District's main office at 2666 Harrigan Road, Fallon, Nevada; and,

WHEREAS, a meeting of the Board was conducted the 5th day of July, 2022, for the purpose of canvassing the votes cast by the electors of the District at the special election conducted the 30th day of June, 2022;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The special election held in the Truckee-Carson Irrigation District in the counties of Churchill and Lyon, State of Nevada, on Tuesday, the 30th day of June, 2022 (the "Election"), be, and the same is hereby determined and declared to have been duly called, ordered and held in strict compliance with the law.
2. The result of the Election has been duly certified by the inspectors and clerks conducting the Election and declared by the Secretary, and the returns thereof duly made and canvassed by the Board of Directors of the District (the "Board"), and the canvass shows that votes were cast at the Election on the question submitted to be as follows:

<u>Consolidated Precinct</u>	<u>Divisions Consolidated</u>	<u>Yes</u>	<u>No</u>	<u>Invalid Ballots</u>	<u>Total</u>
1	Division 1 (Fernley, Hazen, Bench)	29	123		152
2	Divisions 2, 3, 4, 5, 6, & 7 (Fallon)	1,857	45		1,902
Total Votes		1,886	168		2,054

3. On the question of the approval of the contract so submitted, a majority of the votes cast were Yes, and the Board is authorized to proceed with the implementation of the Contract as provided for by law.
4. The Secretary to the Board of Directors shall make full entry of the results of the election so conducted in the official records of the Truckee-Carson Irrigation District as provided by law; and, the President of the Board, or the General Manager, shall execute the Contract as previously authorized.

5. The General Manger and counsel for the Truckee-Carson Irrigation District is, by virtue of the elections so conducted, and upon declaration of the results herein declared, is hereby authorized to pursue judicial confirmation of the validity and the results of the said election. A report of the electoral approval of the proposed contract shall be forwarded forthwith to the United States, Bureau of Reclamation.

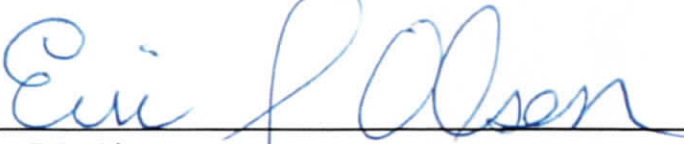
DATED this 5th day of July, 2022.

PRESENT:

Eric Olsen	Robert Oakden	Lester deBraga
Joseph Gomes	Abrahm Schank	Wade Workman

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

Approved this 5th day of July, 2022.

BY: 
Eric Olsen
President, Board of Directors
Truckee-Carson Irrigation District

ATTEST:

BY: 
Robert Oakden
Secretary, Board of Directors
Truckee-Carson Irrigation District

Exhibit “H”

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Newlands Project, Nevada

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND THE TRUCKEE-CARSON IRRIGATION DISTRICT PROVIDING
FOR THE REPAYMENT OF EXTRAORDINARY
MAINTENANCE COSTS FOR THE TRUCKEE CANAL

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Newlands Project, Nevada

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND THE TRUCKEE-CARSON IRRIGATION DISTRICT PROVIDING
FOR THE REPAYMENT OF EXTRAORDINARY
MAINTENANCE COSTS FOR THE TRUCKEE CANAL

THIS CONTRACT made this ____ day of _____, 2022, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory and supplementary thereto, including but not limited to, Title IX, Subtitle G, Section 9603 of the Omnibus Public Land Management Act of March 30, 2009 (P.L. 111-11, 123 Stat. 1348, 43 U.S.C. § 510b), all collectively hereinafter referred to as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred to as the “United States”, and TRUCKEE-CARSON IRRIGATION DISTRICT, hereinafter referred to as the “District”, a political subdivision of the State of Nevada, duly organized, existing, and acting pursuant to the laws of the State of Nevada, each sometimes hereinafter individually called “Party”, and sometimes hereinafter collectively called “Parties”.

WITNESSETH, That:

RECITALS

- a. The District has fully repaid the original Project construction costs; and
- b. On November 25, 1996, the United States and the District executed contract No. 7-07-20-X0348, as amended and supplemented, effective on January 1, 1997, to continue the care, operation, and maintenance of the Project through December 31, 2021; and

17 c. The United States and the District entered into an eight-year repayment contract,
18 No. 14-WC-20-4597, executed on April 4, 2018, for pre-construction activity costs associated
19 with extraordinary maintenance work (XM work) on the Truckee Canal (Canal); and

20 d. An Environmental Impact Statement (EIS) analyzing the impacts of the
21 construction for the Truckee Canal Extraordinary Operations and Maintenance Project was
22 prepared and the Bureau of Reclamation (Reclamation) signed a Record of Decision for the EIS
23 on December 15, 2020; and

24 e. On August 25, 2021, the United States and the District executed contract No. 7-
25 07-20-X0348-X, to become effective on January 1, 2022, for the operation, maintenance, and
26 replacement of the Project through December 31, 2047; and

27 f. Pursuant to Section 9603 of Public Law 111-11, the Secretary of the Interior,
28 acting through Reclamation, is authorized to expend funds for extraordinary operation and
29 maintenance work and to negotiate a contract for repayment of those costs, with interest; and

30 g. Reclamation, in consultation with the District, has determined that XM work
31 within the Truckee Division of the Newlands Project is needed on the Canal to ensure the
32 continued safe, dependable, and reliable delivery of project water; and

33 h. The Truckee Canal XM Project Engineering and Economic Feasibility Design
34 Study (Study) prepared in 2019 by Reclamation estimates the cost for the entire XM work on the
35 Canal to be \$148,000,000. Reclamation has been authorized to advance the costs incurred by the
36 District in conducting XM work, up to \$35,000,000 in total; and

37 i. Reclamation will provide final design, specifications and an updated cost estimate
38 for the XM work defined in this Contract. The XM work covered by this Contract prioritizes the

39 areas of highest risk with public safety impacts and is not the entire XM work described in the
40 Study; and

41 j. Pursuant to Title XI, Section 1101 of Public Law 116-120, Reclamation's existing
42 XM authority was amended by the establishment of the Aging Infrastructure Account (Account)
43 and an annual application process was established for eligible contractors to apply for funds and
44 extended repayment. The 2021 Bipartisan Infrastructure Law provided funding for the Account
45 for extraordinary maintenance needs over the next five years; and

46 k. The District submitted an application in January 2022 requesting funding from the
47 Account for lining 3-1/2 miles of the Canal and work associated with two check structures, with
48 a request that the canal lining be designated as emergency extraordinary maintenance work.
49 Reclamation determined that none of the work should be designated as emergency extraordinary
50 maintenance work; and

51 l. This Contract is established for the repayment of reimbursable costs arising from
52 XM work on the Canal; and

53 m. In consideration of the mutual and dependent covenants herein contained, the
54 Parties mutually agree as follows:

55 DEFINITIONS

56 1. When used in this Contract, the term:

57 (a) "Contracting Officer" shall mean the Secretary of the Interior's duly
58 authorized representative acting pursuant to this Contract or applicable Federal Reclamation law
59 or regulation.

60 (b) "Existing Contract" shall mean contract No. 7-07-20-X0348-X, effective
61 January 1, 2022, between the United States and the District.

(c) "Extraordinary Maintenance Work" or XM work shall mean major, nonrecurring maintenance on the Canal that is intended to ensure the continued safe, dependable, and reliable operation of the Canal consistent with 43 U.S.C. § 510 and is provided for in Article 3 and Exhibit B. XM Work includes construction costs, non-construction costs, and Reclamation oversight costs.

(d) "Fiscal Year" shall mean the period of October 1 through September 30 of the following Year, both dates inclusive.

(e) "Project" shall mean the Newlands Reclamation Project located in California and Nevada.

(f) "Repayment Obligation" shall mean the entire sum of funds expended by the United States for any XM work pursuant to this Contract, plus accrued interest, as determined by the Contracting Officer and reflected in Exhibit A.

(g) "Substantially Complete" or "Substantial Completion" shall mean the Contracting Officer's determination, after consultation with the District, that the XM work is sufficiently complete so that the United States or the District may use, operate, or maintain the specific facilities for their intended purpose.

(h) "Year" shall mean the period January 1 through December 31, both dates inclusive.

TERM OF THE CONTRACT

2. This Contract shall become effective on the date first written above and shall remain in effect until the District has fully repaid its Repayment Obligation to the United States as described in Article 5 herein.

XM WORK TO BE COMPLETED BY RECLAMATION

3. (a) Reclamation will submit a solicitation package(s) for the XM work and will award the construction contracts. The scope of the XM work detailed in Exhibit B, includes, but is not necessarily limited to, the following:

- (1) Canal lining from station 640+00 to 828+00
- (2) Removal and replacement of the Fernley check structure
- (3) Modification of the Bango check structure

(b) Both Parties agree that the Canal outage for the construction window will be October 1, 2022, through September 30, 2023. The Canal outage may be extended up to thirty (30) days upon mutual agreement between the District and the Contracting Officer.

WORK TO BE COMPLETED BY DISTRICT

4. The District will complete the work detailed in Exhibit C.

DISTRICT'S REPAYMENT OBLIGATION

5. (a) The District shall be obligated to repay the entire sum of funds expended by Reclamation to perform XM work as provided in Article 3, plus accrued interest, as determined pursuant to paragraph (c) herein, which total is hereinafter referred to as the Repayment Obligation.

(b) The interest rate used for computing interest on federal funds applied towards XM work shall be the Department of the Treasury rate as of the beginning of the quarter in which federal funds are disbursed for XM work completed under this Contract, on the basis of average market yields on outstanding marketable obligations of the United States with the remaining periods of maturity comparable to the applicable reimbursement period of the XM work, adjusted to the nearest 1/8 of 1 percent on the unamortized balance of any portion of the

Repayment Obligation. Interest accrual shall commence in the quarter when federal funds are incurred towards XM work and will be computed on an annual basis on the unpaid balance of the Repayment Obligation for XM work, as determined by the Contracting Officer.

(c) As soon as practicable following the written determination by the Contracting Officer that the XM work is Substantially Complete, and after consultation with the District, the Contracting Officer shall provide the District with a repayment schedule requiring equal annual installments within the term provided in paragraph (d) herein of this Contract, which schedule(s) shall be incorporated into this Contract as Exhibit A, and may be updated by the Contracting Officer without amendment of this Contract.

(d) The District shall repay the total Repayment Obligation over a period of no more than fifty (50) years from the date on which the Contracting Officer determines that the XM work is Substantially Complete.

(e) The District may, at any time, prepay all or a portion of the unpaid Repayment Obligation as provided herein without penalty, notwithstanding any interest accrued.

PRESERVATION OF EXISTING CONTRACT

6. Except as specifically provided herein, the Existing Contract shall continue in full force and effect as originally written, executed, and amended. Any dispute between this Contract and the Existing Contract shall be resolved pursuant to Article 8 of this Contract.

SEVERABILITY

7. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained

herein, unless the deletion of such provisions would result in such a material change so as to cause the fundamental benefits afforded the Parties to this Contract to become unavailable or materially altered.

RESOLUTION OF DISPUTES

8. Should any dispute arise concerning any provision of this Contract, the Contracting Officer's representative shall meet and confer with the District in an attempt to resolve the dispute within sixty (60) days. If the dispute has not been resolved within the sixty (60) days, it shall be referred to the Contracting Officer to resolve the dispute within ninety (90) days.

CHARGES FOR DELINQUENT PAYMENTS

9. (a) The District shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the District shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes sixty (60) days delinquent, the District shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent ninety (90) days or more, the District shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of six (6) percent per year. The District shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the *Federal Register* by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

BOOKS, RECORDS, AND REPORTS

10. The District shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the District's financial transactions; water supply data; project operation, maintenance, and replacement logs; project lands and rights-of-way use agreements; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date

or dates as the Contracting Officer may require. Subject to applicable Federal law and regulations, each Party to this Contract shall have the right during officer hours to examine and make copies of the other Party's books and records relating to matters covered by this Contract.

RULES, REGULATIONS, AND DETERMINATIONS

11. (a) The Parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its expressed and implied provisions, the laws of the United States and the State of Nevada, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the District.

GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT

12. (a) The obligation of the District to pay the United States as provided in this Contract is a general obligation of the District notwithstanding the manner in which the obligation may be distributed among the District's water users and notwithstanding the default of individual water users in their obligation to the District.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract.

NOTICES

13. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the District, when mailed, postage prepaid, or delivered to the Area Manager, Lahontan Basin Area Office, Bureau of Reclamation, 705 N. Plaza Street, Room 320, Carson City, Nevada 89701, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors, Truckee-Carson Irrigation District, P.O. Box 1356, Fallon, Nevada 89407-1356. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

14. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the District from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

15. No Member of or Delegate to the Congress, Resident Commissioner, or official of the District shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

16. The provisions of this Contract shall apply to and bind the successors and assigns of the respective Parties, but no assignment or transfer of this Contract or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

EQUAL EMPLOYMENT OPPORTUNITY

17. During the performance of this contract, the District agrees as follows:

(1) The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The District will, in all solicitations or advancements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The District will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the District's legal duty to furnish information.

(4) The District will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the District's commitments under section 202 of Executive Order No. 11246 of

235 September 24, 1965, and shall post copies of the notice in conspicuous places available to
236 employees and applicants for employment.

237 (5) The District will comply with all provisions of Executive Order No. 11246
238 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

239 (6) The District will furnish all information and reports required by Executive
240 Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the
241 Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and
242 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to
243 ascertain compliance with such rules, regulations, and orders.

244 (7) In the event of the District's noncompliance with the nondiscrimination
245 clauses of this contract or with any of such rules, regulations, or orders, this contract may be
246 canceled, terminated or suspended in whole or in part and the District may be declared ineligible
247 for further Government contracts in accordance with procedures authorized in Executive Order
248 No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as
249 provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of
250 the Secretary of Labor, or as otherwise provided by law.

251 (8) The District will include the provisions of paragraphs (1) through (8) in
252 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
253 Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September
254 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The District
255 will take such action with respect to any subcontract or purchase order as may be directed by the
256 Secretary of Labor as a means of enforcing such provisions, including sanctions for
257 noncompliance: Provided, however, that in the event the District becomes involved in, or is
258 threatened with, litigation with a subcontractor or vendor as a result of such direction, the
259 District may request the United States to enter into such litigation to protect the interests of the
260 United States.

261 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

262 18. (a) The District shall comply with Title VI of the Civil Rights Act of 1964
263 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1975 (Pub. L. 93-112, Title V, as
264 amended; 29 U.S.C. § 791, et. Seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title
265 III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L.
266 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the
267 applicable implementing regulations and any guidelines imposed by the U.S. Department of the
268 Interior and/or Bureau of Reclamation.

269 (b) These statutes prohibit any person in the United States from being
270 excluded from participation in, being denied the benefits of, or be otherwise subjected to
271 discrimination under any program or activity receiving financial assistance from the Bureau of
272 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
273 Contract, the District agrees to immediately take any measures necessary to implement this

obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The District makes this Contract in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the District by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article, and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the District shall be investigated by the Contracting Officer's Office of Civil Rights.

CERTIFICATION OF NONSEGREGATED FACILITIES

19. The District hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The District agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The District further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

313 MEDIUM FOR TRANSMITTING PAYMENTS

314 20. (a) All payments from the District to the United States under this Contract
315 shall be by the medium requested by the United States on or before the date payment is due. The
316 required method of payment may include checks, wire transfers, or other types of payment
317 specified by the United States.

318 (b) Upon execution of the Contract, the District shall furnish the Contracting
319 Officer with the District's taxpayer's identification number (TIN). The purpose for requiring the
320 District's TIN is for collecting and reporting any delinquent amounts arising out of the District's
321 relationship with the United States.

322 CONTRACT DRAFTING CONSIDERATIONS

323 21. This Contract has been negotiated and reviewed by the Parties hereto, each of
324 whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 8 of this
325 Contract have been drafted, negotiated, and reviewed by the Parties, and no one Party shall be
326 considered to have drafted the stated Articles.

327 IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of
328 the day and year first above written.

UNITED STATES OF AMERICA

By: _____
Regional Director
Interior Region 10: California-Great Basin
Bureau of Reclamation

(SEAL)

TRUCKEE-CARSON IRRIGATION DISTRICT

By: _____
President of the Board of Directors

Attest:

By: _____
Secretary of the Board of Directors

EXHIBIT A

**Truckee-Carson Irrigation District
Newlands Project**

REPAYMENT SCHEDULE(s)

Repayment Schedule will be finalized upon the Contracting Officer's issuance of Substantial Completion notice.

EXHIBIT B

Truckee-Carson Irrigation District
Newlands Project

Scope of Work

The scope of the XM work includes, but is not necessarily limited to, the following:

- (1) Canal lining from station 640+00 to 828+00
- (2) Removal and replacement of the Fernley check structure
- (3) Modification of the Bango check structure

EXHIBIT C

Truckee-Carson Irrigation District Newlands Project

District Responsibilities

Definitions used in this Exhibit:

"Contractor" shall mean the contractor hired by the United States to complete the XM work.

"District" shall mean the Truckee-Carson Irrigation District.

1. Products and/or Services Furnished by District

a. Fernley Check Structure

- i. Contractor will furnish and install wiring for entire electrical system except for wiring related to the Programmable Logic Controller (PLC) and instrumentation. District will be responsible for wiring the PLC, instrumentation/alarms, and the motors to the building (and to the PLC).
- ii. Water measuring device to be furnished and installed by District.
- iii. District will furnish and install all process control and automation equipment.
- iv. District will coordinate with local electrical power provider to establish grid power at Fernley Check Structure new control building location.
- v. Contractor will furnish and install conduit for the entire electrical system including a separate ¾-inch direct current (DC) and controls conduit along the 2-inch alternating current power conduit.
- vi. Contractor will provide an appropriately sized NEMA 12 PLC cabinet.
- vii. Contractor will furnish and install a manual transfer switch and associated wiring.
- viii. Contractor will furnish and install all lighting, panelboards, receptacles, and light switches.

b. Bango Check Structure

- i. Contractor will furnish and install wiring for entire electrical system except for wiring related to the PLC and instrumentation. District will be responsible for wiring the PLC, instrumentation/alarms, and the motors to the building (and to the PLC).
- ii. Water measuring device to be furnished and installed by District.
- iii. Contractor will provide electric generator (EG) and lay out the 2-inch (for power supply only) and ¾-inch conduit (for DC and control wiring).
- iv. The Contractor will furnish and install conduit from the motors for the gates to the control building.
- v. District will provide all process control and automation equipment
- vi. Contractor will furnish and install conduit for the entire electrical system.
- vii. Contractor will furnish an appropriately sized NEMA 12 PLC cabinet.
- viii. District will be responsible for the design, furnishment of equipment, and installation of a future solar/battery system.

- ix. Contractor will furnish and install all lighting, panelboards, receptacles, and light switches.