



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, November 1, 2023 • 5:00 PM

Mayor

Neal E. McIntyre

City Council

Ward 1 - Ryan Hanan

Ward 2 - Felicity Zoberski

Ward 3 - Stan Lau

Ward 4 - Albert Torres

Ward 5 - Fran McKay

City Manager

Benjamin Marchant

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

Zoom information:

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

- 1.1. Pledge of Allegiance**
- 1.2. Roll Call**
- 1.3. Public Forum**
- 1.4. (For Possible Action) Approval of Agenda**

2. CONSENT AGENDA

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

- 2.1. (Possible Action) Approval of Voucher Report**
- 2.2. (Possible Action) Approval of Minutes**
- 2.3. (Possible Approval) Approval of Business Licenses**
- 2.4. Possible action to approve a contract to lease City of Fernley surface water to Craig Travis for irrigation in the Swingle Bench area for a term of 2 years starting January 1, 2024.**
- 2.5. (Possible Action) to Participate in the Masters Pharmaceutical, LLC., Opioid Settlement in the District Court Case entitled: "State of Nevada v. McKesson Corporation, et al.," Case Number A-19-796755-B, filed in the Eighth Judicial District Court, Clark County, Nevada, and to release any and all claims against all released entities and agree to the Masters Pharmaceutical, LLC Settlement in the Net Allocation Amount of \$86.92 to the City of Fernley and take all actions properly related thereto.**
- 2.6. Possible action to appoint Jake VanderHeiden to the Fernley Planning Commission.**

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. ORDINANCES

- 5.1. Initiation and First Reading of Bill #338, an Ordinance conditionally adopting Phase 1 of the Victory Logistics District Planned Development (PD23001), including a Change of Zone from Industrial (I) and General Commercial (C2) to Planned Development and approval of a development standards handbook. The Planned Development consists of approximately 2,174 acres generally located south of Interstate 80 and east of Nevada Pacific Parkway (APNs 021-201-01 and -16; 021-211-02, -03, -04, and -06; 021-242-11 and -17; 021-251-25; 021-261-43 and -44).**
- 5.2. Initiation and First Reading for Bill #335, an Ordinance to repeal and replace Section 32.06.140 (Planned Development) of the City of Fernley Development Code.**

6. PUBLIC HEARINGS

- 6.1. Possible action to adopt Bill #337, modifying franchise fees for Commercial Mobile Radio Services, Telecommunication Companies, and Electric Energy Providers offering services within the city of Fernley.**
- 6.2. Consideration and possible action to Adopt Bill #334, an Ordinance to amend Title 32, Chapter 09 of the Fernley Municipal Code to include requirements and standards related to the dedication of water rights and facilities for residential subdivision and parcel maps,**

construction of new homes and industrial and commercial buildings. Specifically, adding sections for (1) a purpose statement regarding payment in lieu of dedication of water rights; (2) list of qualified appraisers; and other matters properly related thereto.

7. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

7.1. Possible action requesting a future agenda item to amend the interlocal contract dated July 2020, between the City of Fernley and North Lyon County Fire Protection District, specifically Section 6 regarding legal services. (Councilman Torres)

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: November 18th @ 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ALLDATA LLC								
8930	ALLDATA LLC	349691	alldata	10/13/2023	90.40	10/19/2023	100-475-610 Automotive Supplies	1023
8930	ALLDATA LLC	349691	alldata	10/13/2023	90.40	10/19/2023	520-810-610 Supplies-Automotive	1023
8930	ALLDATA LLC	349691	alldata	10/13/2023	90.40	10/19/2023	510-810-610 Automotive Supplies	1023
8930	ALLDATA LLC	349691	alldata	10/13/2023	90.40	10/19/2023	100-575-610 Automotive Supplies	1023
8930	ALLDATA LLC	INVC03419691	Fleet Management Software	10/13/2023	51.66	10/19/2023	510-840-610 Automotive Supplies	1023
8930	ALLDATA LLC	INVC03419691	Fleet Management Software	10/13/2023	51.65	10/19/2023	100-528-610 Automotive Supplies	1023
8930	ALLDATA LLC	INVC03419691	Fleet Management Software	10/13/2023	51.66	10/19/2023	520-810-610 Supplies-Automotive	1023
8930	ALLDATA LLC	INVC03419691	Fleet Management Software	10/13/2023	51.66	10/19/2023	100-417-610 Automotive Supplies	1023
8930	ALLDATA LLC	INVC03419691	Fleet Management Software	10/13/2023	51.65	10/19/2023	510-810-610 Automotive Supplies	1023
8930	ALLDATA LLC	INVC03419691	Fleet Management Software	10/13/2023	51.66	10/19/2023	100-475-610 Automotive Supplies	1023
8930	ALLDATA LLC	INVC03419691	Fleet Management Software	10/13/2023	51.66	10/19/2023	100-575-610 Automotive Supplies	1023
Total 8930:					723.20			
ARAMARK								
1895	ARAMARK	5980123259	unifrms	08/14/2023	43.90	10/19/2023	100-475-616 Supplies-Safety	823
1895	ARAMARK	5980139103	pants service	10/09/2023	48.53		510-810-614 Supplies-Plant/Shop/Maint	1023
1895	ARAMARK	5980140971	pants service	10/16/2023	48.53		510-810-614 Supplies-Plant/Shop/Maint	1023
1895	ARAMARK	5980140976	shirt contract	10/16/2023	45.15	10/19/2023	100-480-600 GENERAL SUPPLIES/TOOLS	1023
1895	ARAMARK	5980140977	uniforms	10/16/2023	43.90	10/19/2023	100-475-616 Supplies-Safety	1023
1895	ARAMARK	5980142057	PS rags and rugs	10/19/2023	105.16		510-840-420 Contract Services	1023
Total 1895:					335.17			
ARIZONA UNCLAIMED PROPERTY UNIT								
8803	ARIZONA UNCLAIMED PROPERTY UNIT	OCT 2023	PROPERTY FOR ANTHONY IMPERIALE	10/16/2023	46.31	10/17/2023	510-228201 Unclaimed Deposit Refund Check	1023
8803	ARIZONA UNCLAIMED PROPERTY UNIT	OCT 2023	PROPERTY FOR DEVIAN CANTRELL	10/16/2023	74.93	10/17/2023	510-228201 Unclaimed Deposit Refund Check	1023
Total 8803:					121.24			
AT&T								
13	AT&T	96145 OCT 23	131 252-7192 857 4	10/02/2023	308.16	10/19/2023	100-417-530 Communications (Internet,Cell)	1023
13	AT&T	96145 OCT 23	131 252-8129 614 5	10/02/2023	230.00	10/19/2023	100-417-530 Communications (Internet,Cell)	1023
Total 13:					538.16			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
AT&T LONG DISTANCE								
448	AT&T LONG DISTANCE	815519343-Sept	Sept 2-Oct 1-23	10/04/2023	88.50		100-417-530 Communications (Internet,Cell)	1023
Total 448:					88.50			
AUTOZONE STORES LLC								
4473	AUTOZONE STORES LLC	3742951881	wiper blades	10/10/2023	60.00	10/19/2023	100-480-610 AUTOMOTIVE SUPPLIES	1023
Total 4473:					60.00			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	17880/5	PVC Fittings	10/09/2023	22.27	10/19/2023	520-810-600 General Supplies	1023
20	BIG R OF FERNLEY	17887/5	Galv Fitting	10/10/2023	2.69	10/19/2023	520-810-600 General Supplies	1023
20	BIG R OF FERNLEY	17892/5	blades gloves key	10/11/2023	63.92	10/19/2023	100-475-614 Supplies-Plant/Shop/Maint	1023
20	BIG R OF FERNLEY	17920/5	irrigation	10/16/2023	27.72	10/19/2023	100-575-600 General Supplies	1023
20	BIG R OF FERNLEY	17923/5	strap and coupling	10/16/2023	7.18	10/19/2023	100-528-600 General Supplies	1023
20	BIG R OF FERNLEY	17940/5	key valve.	10/19/2023	9.99		100-575-612 Building Maintenance Supplies	1023
Total 20:					133.77			
BOYS & GIRLS CLUB OF TRUCKEE MEADOWS								
8833	BOYS & GIRLS CLUB OF TRUCKEE MEADOWS	7/23-9/23	ARPA July thru Sept 2023	09/30/2023	36,007.49	10/19/2023	220-480-810 ARPA	923
Total 8833:					36,007.49			
BRIGHTLY SOFTWARE, INC.								
8905	BRIGHTLY SOFTWARE, INC.	INV-224947	Building	09/27/2023	253.50	10/19/2023	100-605-399 Prof & Tech Fees-Misc	923
8905	BRIGHTLY SOFTWARE, INC.	INV-224947	City Managers Office	09/27/2023	253.00	10/19/2023	100-413-580 Training	923
8905	BRIGHTLY SOFTWARE, INC.	INV-224947	Planning	09/27/2023	253.00	10/19/2023	100-610-580 Training	923
8905	BRIGHTLY SOFTWARE, INC.	INV-224947	Engineering	09/27/2023	253.00	10/19/2023	100-529-580 Training	923
Total 8905:					1,012.50			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	MJ89084	Adapter for CAD work station	10/05/2023	33.88	10/19/2023	100-529-601 OFFICE SUPPLIES	1023
27	CDW GOVERNMENT INC.	ML74378	CPU for Finance	10/11/2023	967.66	10/19/2023	520-810-605 Minor Equipment	1023
27	CDW GOVERNMENT INC.	ML74378	CPU for Finance	10/11/2023	967.66	10/19/2023	510-810-605 Minor Equipment	1023
27	CDW GOVERNMENT INC.	ML74378	CPU for Finance	10/11/2023	215.02	10/19/2023	100-415-605 Minor Equipment	1023
Total 27:					2,184.22			
CEMEX CONSTRUCTION MATERIALS PACIFIC								
154	CEMEX CONSTRUCTION MATERIALS PACIFIC	9448959880	sand/base	10/06/2023	1,010.76	10/19/2023	510-810-431 Repairs & Maintenance-Roads	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 154:					1,010.76			
CFA INC								
499	CFA INC	26710	All abilities park at Green Valley engineering services	09/30/2023	3,665.50	10/19/2023	230-575-730 Improve other than Buildings	923
Total 499:					3,665.50			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701100123	969701 Communications OCT -OCT 31 23	10/01/2023	1,332.88	10/19/2023	100-417-530 Communications (Internet,Cell)	1023
4479	CHARTER COMMUNICATIONS	175970201100123	970201 Communications OCT1-OCT 31 23	10/01/2023	382.88	10/19/2023	100-417-530 Communications (Internet,Cell)	1023
Total 4479:					1,715.76			
CNH INDUSTRIAL CAPITAL								
1705	CNH INDUSTRIAL CAPITAL	PSO087818-2	FINANCE CHARGE	07/14/2023	1.50		100-415-611 Late Fees	723
Total 1705:					1.50			
DOWL, LLC								
8931	DOWL, LLC	R0120.2389-11	On call GIS support services	10/06/2023	920.00	10/19/2023	100-575-320 Prof Serv-Engineering	1023
8931	DOWL, LLC	R0120.2389-11	On call GIS support services	10/06/2023	920.00	10/19/2023	100-475-320 Prof Serv-Engineering	1023
8931	DOWL, LLC	R0120.2389-11	On call GIS support services	10/06/2023	920.00	10/19/2023	100-417-320 PROF SEV-ENGINEERING	1023
8931	DOWL, LLC	R0120.2389-11	On call GIS support services	10/06/2023	920.00	10/19/2023	520-810-320 Prof Serv-Engineering	1023
8931	DOWL, LLC	R0120.2389-11	On call GIS support services	10/06/2023	920.00	10/19/2023	510-810-320 Prof Serv-Engineering	1023
Total 8931:					4,600.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	102323	REIMB FOR CERTIFICATION RENEWAL	10/23/2023	110.00		520-810-642 Permits and Licenses	1023
8639	EMPLOYEES, CITY OF FERNLEY	20912258	REIMB FOR COF V BOR LUNCH MTG	10/20/2023	48.10		100-413-312 Prof Serv-CTAX Litigation	1023
8639	EMPLOYEES, CITY OF FERNLEY	284314	REIMB FOR PURCHASE OF DESK CHAIRS FOR NEW CO	10/23/2023	85.66		100-529-605 Minor Equipment	1023
8639	EMPLOYEES, CITY OF FERNLEY	284314	REIMB FOR PURCHASE OF DESK CHAIRS FOR NEW CO	10/23/2023	85.66		100-529-605 Minor Equipment	1023
8639	EMPLOYEES, CITY OF FERNLEY	OCT 2023	REIMB FOR MANAGEMENT COURSE	10/10/2023	149.00	10/19/2023	510-840-580 Training	1023
8639	EMPLOYEES, CITY OF FERNLEY	OCT2023	REIMB FOR NV DAY CES GIFT BAGS 2023	10/23/2023	23.23		100-412-650 Community Support	1023
8639	EMPLOYEES, CITY OF FERNLEY	OCT23	REIMB FOR CITY STAFF MTG-REVIEW APA MATERIAL	10/05/2023	110.11		100-412-580 Training	1023
8639	EMPLOYEES, CITY OF FERNLEY	OCT23	REIMB FOR CITY STAFF MTG-REVIEW APA MATERIAL	10/05/2023	52.98		100-412-580 Training	1023
8639	EMPLOYEES, CITY OF FERNLEY	WW102023	REIMB FOR WW CERT. RENEWAL	10/11/2023	130.00	10/13/2023	520-810-581 Dues and Memberships	1023
Total 8639:					794.74			
FARR CONSTRUCTION								
668	FARR CONSTRUCTION	PAY REQ 10	Farm District Road lift station phase 2 construcion services	09/30/2023	27,257.53	10/19/2023	520-166100 Construction In Progress	923
668	FARR CONSTRUCTION	Pay Request 9	Farm District Road lift station phase 2 construcion services	07/03/2023	101,113.55	10/19/2023	520-166100 Construction In Progress	723

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 668:					128,371.08			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	13452	toe w/d truck after wreck	10/18/2023	185.00	10/19/2023	100-605-322 Prof Serv-Other	1023
Total 70:					185.00			
HINTON BURDICK, PLLC								
8486	HINTON BURDICK, PLLC	293869	FY 23 Audit Services	09/30/2023	750.00	10/19/2023	100-415-328 Prof Serv-Auditing	923
Total 8486:					750.00			
IBEW Local 1245								
83	IBEW Local 1245	OCT 2023-2	UNION DUES, ONE HALF OF MONTH	10/20/2023	746.71	10/20/2023	100-219900 OTHER PAYROLL PAYABLES	1023
Total 83:					746.71			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	OCT 2023-2	W/HOLD TAX PAYABLE, PAYROLL	10/20/2023	18,017.44	10/20/2023	100-212000 FEDERAL WITHHOLDING PAYAB	1023
7879	INTERNAL REVENUE SERVICE	OCT 2023-2	MED TAX PAYABLE, PAYROLL	10/20/2023	5,453.60	10/20/2023	100-211000 FICA PAYABLE	1023
7879	INTERNAL REVENUE SERVICE	OCT 2023-2	FICA TAX PAYABLE, PAYROLL	10/20/2023	528.08	10/20/2023	100-211000 FICA PAYABLE	1023
Total 7879:					23,999.12			
INTERNATIONAL INSTITUTE OF								
8184	INTERNATIONAL INSTITUTE OF	10032023	Brenda Gosser	07/01/2023	140.00	10/19/2023	100-416-581 Dues and Memberships	723
Total 8184:					140.00			
IQ TECHNOLOGY SOLUTIONS								
1293	IQ TECHNOLOGY SOLUTIONS	1088857	Symantec Protection 7/22-7/23	07/01/2023	1,345.21	10/19/2023	100-418-342 Tech Services-Other	723
Total 1293:					1,345.21			
KOLVET, BRENT								
8611	KOLVET, BRENT	OCT 23	HALF DAY OCTOBER 2, 2023	10/02/2023	198.00	10/19/2023	100-425-335 PROF SERV-SENIOR JUDGE	1023
Total 8611:					198.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	1631	sample station parts	09/15/2023	57.24		520-810-614 Supplies-Plant/Shop/Maint	923
7650	LOWES CREDIT SERVICES	1682	4ftx15ft tuff dro	10/16/2023	18.02	10/19/2023	100-417-612 Building Maintenance Supplies	1023
7650	LOWES CREDIT SERVICES	1713	paint and supplies for GVP restroom	10/17/2023	288.75		100-575-600 General Supplies	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	1756	spruce pine and misc.	10/18/2023	78.76		100-575-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	1760	East Lift Blower Fan Replacement	10/18/2023	110.20	10/19/2023	520-810-430 Service-Repair and Maintenance	1023
7650	LOWES CREDIT SERVICES	2661CM	Paid \$114.83 with ck #65722	10/01/2023	107.22-	10/19/2023	520-810-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	73978	PVC Fittings	10/09/2023	100.43	10/19/2023	520-810-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	74959	Electrical Fittings	10/10/2023	131.90	10/19/2023	520-810-614 Supplies-Plant/Shop/Maint	1023
7650	LOWES CREDIT SERVICES	76252	conduit gloves surge protector	10/11/2023	103.59	10/19/2023	100-576-614 Plant/Shop Maint. Supplies	1023
7650	LOWES CREDIT SERVICES	76342	conduit	10/11/2023	134.09	10/19/2023	100-576-614 Plant/Shop Maint. Supplies	1023
7650	LOWES CREDIT SERVICES	76475	shelving	10/11/2023	680.20	10/19/2023	100-575-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	76544	paint foam	10/11/2023	53.92	10/19/2023	100-417-612 Building Maintenance Supplies	1023
7650	LOWES CREDIT SERVICES	76858	PVC Fitting	10/11/2023	11.86	10/19/2023	520-810-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	77154	Water Fittings for East Lift Toilet	10/11/2023	20.38	10/19/2023	520-810-614 Supplies-Plant/Shop/Maint	1023
7650	LOWES CREDIT SERVICES	79282	storage racks	10/13/2023	568.10	10/19/2023	100-475-614 Supplies-Plant/Shop/Maint	1023
7650	LOWES CREDIT SERVICES	80966	Paint and shop supplies	09/25/2023	367.64		520-810-614 Supplies-Plant/Shop/Maint	923
7650	LOWES CREDIT SERVICES	85914	cut off blades for fleet	10/17/2023	4.73	10/19/2023	100-480-610 AUTOMOTIVE SUPPLIES	1023
7650	LOWES CREDIT SERVICES	86542	shelving	10/17/2023	644.10	10/19/2023	100-475-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	87029	Well 9A sump pump parts	09/29/2023	88.35		520-810-614 Supplies-Plant/Shop/Maint	923
7650	LOWES CREDIT SERVICES	87444	paint and supplies GVP restroom	10/18/2023	388.92		100-575-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	88075	towing lock coupler	10/18/2023	151.92		100-575-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	89067	Paint sprayer	10/19/2023	455.05		100-575-605 Minor Equipment	1023
7650	LOWES CREDIT SERVICES	90457	plywood and 2x4s	10/20/2023	475.08		100-475-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	93490	paint and cleaning supplies	10/03/2023	82.26		510-810-614 Supplies-Plant/Shop/Maint	1023
Total 7650:					4,908.27			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	119492	Cottonwood Lane reconstruction project inspection services	09/19/2023	7,899.50	10/19/2023	100-475-745 RTC REIMBURSABLE EXPENDI	923
370	LUMOS & ASSOCIATES INC	119826	Farm district road flashing beacons design services	10/11/2023	239.00	10/19/2023	100-475-730 Improve other than Buildings	1023
Total 370:					8,138.50			
LYON COUNTY HUMAN SERVICES								
3266	LYON COUNTY HUMAN SERVICES	FEARPA2023-07	Fernley ARPA Sep 2023	10/15/2023	25,978.88	10/19/2023	220-480-810 ARPA	1023
Total 3266:					25,978.88			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	152306590	REFUND FOR DOG LICENSE *ISSUED TO CITIZEN OUTSI	10/23/2023	10.00		100-320-170 Licenses-Animal	1023
1111	MISCELLANEOUS ONE TIME VENDOR	CEM 10.17.23	CEMETERY MARKER DEPOSIT/PLOT F.27-VICENTE MEN	10/17/2023	250.00	10/19/2023	100-223200 Deferred Revenue - Cem. Plots	1023
Total 1111:					260.00			
MMS WEST								
8588	MMS WEST	INV30910	IN HOUSE BILLING INK	10/10/2023	655.50	10/19/2023	520-810-550 Printing and Postage	1023
8588	MMS WEST	INV30910	IN HOUSE BILLING INK	10/10/2023	655.50	10/19/2023	510-810-550 Printing and Postage	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
Total 8588:					1,311.00				
MOFFITT ANIMAL CLINIC									
6660	MOFFITT ANIMAL CLINIC	158060	Professional Services-Athena	09/25/2023	851.41	10/19/2023	100-525-322	Prof Serv-Other	923
Total 6660:					851.41				
MOSS & SONS LANDSCAPING & CONCRETE LLC									
8948	MOSS & SONS LANDSCAPING & CONCRETE LLC	1693	gazebo pad for cemetery and footings.	10/13/2023	11,428.00	10/19/2023	100-576-430	Service Repair & Maintenance	1023
Total 8948:					11,428.00				
MSC INDUSTRIAL SUPPLY CO									
115	MSC INDUSTRIAL SUPPLY CO	85450577	Batteries for sage ranch tank	11/05/2023	600.32		510-810-614	Supplies-Plant/Shop/Maint	1123
Total 115:					600.32				
NAPA AUTO & TRUCK PARTS									
58	NAPA AUTO & TRUCK PARTS	399217	parts for crack sealer	10/06/2023	16.66	10/19/2023	100-475-430	Service-Repair and Maintenance	1023
58	NAPA AUTO & TRUCK PARTS	399474	parts for crack sealer	10/11/2023	60.62	10/19/2023	100-475-430	Service-Repair and Maintenance	1023
58	NAPA AUTO & TRUCK PARTS	399835	parts for dump truck	10/18/2023	61.18	10/19/2023	100-475-430	Service-Repair and Maintenance	1023
58	NAPA AUTO & TRUCK PARTS	399878	Cleaner and Filters	10/18/2023	48.20	10/19/2023	520-810-614	Supplies-Plant/Shop/Maint	1023
58	NAPA AUTO & TRUCK PARTS	399902	sealant for motor grader	10/19/2023	21.77	10/19/2023	100-475-430	Service-Repair and Maintenance	1023
Total 58:					208.43				
NCE									
7617	NCE	675222512	On call inspection services for development projects	10/02/2023	8,212.50	10/19/2023	100-529-320	Prof Serv-Engineering	1023
Total 7617:					8,212.50				
NEVADA DIVISION OF WATER RESOURCES									
218	NEVADA DIVISION OF WATER RESOURCES	OCT 2023	TEMPORARY CHANGE IRRIGATION 2023 COF LEASING P	10/16/2023	5,025.00	10/19/2023	510-810-698	Water Rights Protection	1023
Total 218:					5,025.00				
NEVADA STATE TREASURER									
127	NEVADA STATE TREASURER	3RD QTR 2023	CHILD SUPPORT WITHHOLDING FEES	09/30/2023	12.00	10/19/2023	100-219900	OTHER PAYROLL PAYABLES	923
Total 127:					12.00				
NEVADA UNCLAIMED PROPERTY									
8801	NEVADA UNCLAIMED PROPERTY	10/2023	UNCLAIMED PROPERTY REMITTANCE TO NV MULTIPLE	10/19/2023	2,286.71	10/19/2023	510-228201	Unclaimed Deposit Refund Check	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8801:					2,286.71			
NORTHWEST AUTOMOTIVE PRODUCT SALES								
8701	NORTHWEST AUTOMOTIVE PRODUCT SALES	18200	stop squeak for brakes	10/09/2023	81.85	10/19/2023	100-480-610 AUTOMOTIVE SUPPLIES	1023
Total 8701:					81.85			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	SEP 2023	VERSATABLES.COM; SIT STAND DESK UTILITIES ADMIN	09/30/2023	271.33	10/10/2023	510-810-601 Office Supplies	923
8649	NSB - BANKCARD CENTER	SEP 2023	AWWA; ANNUAL MEMBERSHIP DUES WTP	09/30/2023	311.00	10/10/2023	510-840-581 Dues and Memberships	923
8649	NSB - BANKCARD CENTER	SEP 2023	AMAZON; CCO MISC OFFICE SUPPLIES	09/30/2023	36.00	10/10/2023	100-416-600 General Supplies	923
8649	NSB - BANKCARD CENTER	SEP 2023	AUTOZONE; PARTS FOR WTP TRUCK	09/30/2023	24.24	10/10/2023	510-840-610 Automotive Supplies	923
8649	NSB - BANKCARD CENTER	SEP 2023	CODE 3 ASSOC; AC BREED ID COURSE	09/30/2023	10.00	10/10/2023	100-525-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	CODE 3 ASSOC; AC EQUINE COURSE	09/30/2023	25.50	10/10/2023	100-525-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	APA NV; REG. TICKET FEE, EVENBRITE-TRAINING N. MCI	09/30/2023	75.00	10/10/2023	100-412-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	EB NNDA; ECONOMIC ROUND UP B. MARCHANT	09/30/2023	60.00	10/10/2023	100-413-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	ZOOM; CMO MONTHLY SUBSCRIPTION	09/30/2023	140.00	10/10/2023	100-418-342 Tech Services-Other	923
8649	NSB - BANKCARD CENTER	SEP 2023	ZOOM; FMC SUBSCRIPTION SEPT-OCT	09/30/2023	100.00	10/10/2023	100-425-322 Prof Serv-Other	923
8649	NSB - BANKCARD CENTER	SEP 2023	AMCA; REGULAR MEMBERSHIP S.MATHIS	09/30/2023	155.00	10/10/2023	100-528-580 Travel and Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	CORWIN FORD; WD	09/30/2023	28.50	10/10/2023	510-810-610 Automotive Supplies	923
8649	NSB - BANKCARD CENTER	SEP 2023	RALEY'S; CHAMBER 911 CEREMONY	09/30/2023	34.93	10/10/2023	100-412-650 Community Support	923
8649	NSB - BANKCARD CENTER	SEP 2023	CODE 3 ASSOC; AC BIOSECURITY & ZOONOTIC DISEASE	09/30/2023	30.00	10/10/2023	100-525-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	CODE 3 ASSOC; AC FORENSIC INVEST COURSE	09/30/2023	25.50	10/10/2023	100-525-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	RALEY'S; CWL RIBOON CUTTING CEREMONY	09/30/2023	73.87	10/10/2023	100-475-745 RTC REIMBURSABLE EXPENDI	923
8649	NSB - BANKCARD CENTER	SEP 2023	NATIONAL ANIMAL CARE; NACA MEMBERSHIP DUES	09/30/2023	25.00	10/10/2023	100-525-322 Prof Serv-Other	923
8649	NSB - BANKCARD CENTER	SEP 2023	EB NNDA; ECONOMIC ROUND UP N. MCINTYRE	09/30/2023	60.00	10/10/2023	100-412-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	HAMPTON INN; HENDERSON NV HOTEL STAY B. SCOTT	09/30/2023	785.35	10/10/2023	100-605-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	AMAZON; FLEET	09/30/2023	45.65	10/10/2023	100-480-610 AUTOMOTIVE SUPPLIES	923
8649	NSB - BANKCARD CENTER	SEP 2023	DOLLAR TREE; MISC SUPPLIES BLDG DEPT	09/30/2023	12.05	10/10/2023	100-605-601 Office Supplies	923
8649	NSB - BANKCARD CENTER	SEP 2023	STAMPLI; AUG 2023	09/30/2023	1,034.00	10/10/2023	100-412-342 Tech Services-Other	923
8649	NSB - BANKCARD CENTER	SEP 2023	ZOOM; ANNUAL SUBSCRIPTION PLANNING DEPT	09/30/2023	24.98	10/10/2023	100-610-399 Prof & Tech Fees-Misc	923
8649	NSB - BANKCARD CENTER	SEP 2023	ZOOM; ANNUAL SUBSCRIPTION PLANNING DEPT	09/30/2023	149.90	10/10/2023	100-610-399 Prof & Tech Fees-Misc	923
8649	NSB - BANKCARD CENTER	SEP 2023	AMAZON; FIN MISC OFFICE SUPPLIES	09/30/2023	46.96	10/10/2023	100-415-600 General Supplies	923
8649	NSB - BANKCARD CENTER	SEP 2023	AWARDZONE; GIFT FOR COMMISSIONER JAN HODGES 8	09/30/2023	62.50	10/10/2023	100-610-600 General Supplies	923
8649	NSB - BANKCARD CENTER	SEP 2023	CODE 3 ASSOC; AC WARRANTS COURSE	09/30/2023	25.50	10/10/2023	100-525-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	CODE 3 ASSOC; AC EXOTIC COURSE	09/30/2023	25.50	10/10/2023	100-525-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	SPECTRUM; 355 COTTONWOOD LN	09/30/2023	129.98	10/10/2023	100-417-530 Communications (Internet,Cell)	923
8649	NSB - BANKCARD CENTER	SEP 2023	GOV. FINANCE OFFICERS ASSOC.; JOB POSTING FOR FI	09/30/2023	500.00	10/10/2023	100-415-540 Advertising	923
8649	NSB - BANKCARD CENTER	SEP 2023	NV SOCIETY OF CPA'S; JOB POSTING FOR FIN DIR.	09/30/2023	34.50	10/10/2023	100-415-540 Advertising	923
8649	NSB - BANKCARD CENTER	SEP 2023	WALMART; EMPLOYEE RECOGNITION ALL HANDS	09/30/2023	30.84	10/10/2023	100-412-586 Employee Recognition	923
8649	NSB - BANKCARD CENTER	SEP 2023	BOYS & GIRLS CLUB; FERNLEY AWARDS 2023 THE MEA	09/30/2023	500.00	10/10/2023	100-412-650 Community Support	923
8649	NSB - BANKCARD CENTER	SEP 2023	EXPEDIA; BALLY'S LAKE TAHOE S. PLEITEZ/D. STARKEY	09/30/2023	252.31	10/10/2023	100-529-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	VERSATABLES.COM; SIT STAND DESK UTILITIES ADMIN	09/30/2023	271.33	10/10/2023	520-810-601 Office Supplies	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	SEP 2023	AWC; OPERATOR COURSE, GRADE 3 EXAM PREP FOR T.	09/30/2023	299.99	10/10/2023	510-810-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	APA NV; 2023 NV PLANNING CONFERENCE	09/30/2023	250.00	10/10/2023	100-610-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	RALEY'S; PLANNING COMMISSIONER JAN HODGES	09/30/2023	50.57	10/10/2023	100-610-600 General Supplies	923
8649	NSB - BANKCARD CENTER	SEP 2023	CODE 3 ASSOC; AC CRIME SCENE COURSE	09/30/2023	25.50	10/10/2023	100-525-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	SPRINGHILL SUITES; HOTEL STAY C. BIRKEL	09/30/2023	858.20	10/10/2023	100-605-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	NATIONAL ANIMAL CARE; NACA COURSE MHFA	09/30/2023	170.00	10/10/2023	100-525-580 Training	923
8649	NSB - BANKCARD CENTER	SEP 2023	NATIONAL ANIMAL CARE; NACA MEMBERSHIP DUES	09/30/2023	25.00	10/10/2023	100-525-322 Prof Serv-Other	923
8649	NSB - BANKCARD CENTER	SEP 2023	CORWIN FORD; STREETS	09/30/2023	856.57	10/10/2023	100-475-430 Service-Repair and Maintenance	923
8649	NSB - BANKCARD CENTER	SEP 2023	NUGGET HOTEL; PAHRUMP HOTEL STAY C. KASTEN	09/30/2023	87.19	10/10/2023	100-413-582 Travel	923
8649	NSB - BANKCARD CENTER	SEP 2023	WALGREENS; EMPLOYEE RECOGNITION ALL HANDS	09/30/2023	73.16	10/10/2023	100-412-586 Employee Recognition	923
8649	NSB - BANKCARD CENTER	SEP 2023	DOLLAR TREE; SPOOKTACULAR SUPPLIES	09/30/2023	60.00	10/10/2023	100-412-650 Community Support	923
8649	NSB - BANKCARD CENTER	SEP 2023	APWA; FALL CONFERENCE S.PLEITEZ/D.STARKEY	09/30/2023	520.00	10/10/2023	100-529-580 Training	923
Total 8649:					8,693.40			
NV ENERGY								
167	NV ENERGY	13050 OCT 23	48768103613050 ACH	10/10/2023	2,437.34	10/26/2023	100-417-622 Electricity	1023
167	NV ENERGY	26093 OCT 23	34596402626093 ACH	10/06/2023	2,050.84	10/24/2023	100-575-622 Electricity	1023
167	NV ENERGY	26100 OCT 23	34596502626100 ACH	10/06/2023	43,478.94	10/24/2023	510-810-622 Electricity	1023
167	NV ENERGY	26100 OCT 23	34596502626100 ACH	10/06/2023	40.50	10/24/2023	520-810-622 Electricity	1023
167	NV ENERGY	41110 OCT 23	82190403641110 ACH	10/06/2023	37.58	10/24/2023	520-810-622 Electricity	1023
167	NV ENERGY	42683 OCT 23	82190404842683 ACH	10/10/2023	302.63	10/26/2023	510-810-622 Electricity	1023
167	NV ENERGY	42683 OCT 23	82190404842683 ACH	10/10/2023	63.17	10/26/2023	100-475-622 Electricity	1023
167	NV ENERGY	42683 OCT 23	82190404842683 ACH	10/10/2023	5,782.53	10/26/2023	520-810-622 Electricity	1023
167	NV ENERGY	42683 OCT 23	82190404842683 ACH	10/10/2023	225.83	10/26/2023	100-575-622 Electricity	1023
167	NV ENERGY	65197 OCT 23	34596407565197 ACH	10/10/2023	33.59	10/26/2023	510-810-622 Electricity	1023
167	NV ENERGY	84389 OCT 23	34596503684389 ACH	10/10/2023	160.87	10/26/2023	100-417-622 Electricity	1023
167	NV ENERGY	97899 OCT 23	80865904797899 ACH	10/06/2023	14,540.81	10/24/2023	100-475-622 Electricity	1023
167	NV ENERGY	98954 OCT 23	82190405098954 ACH	10/06/2023	3,480.83	10/24/2023	520-810-622 Electricity	1023
Total 167:					72,635.46			
OFFICE DEPOT								
133	OFFICE DEPOT	315441081001	Office Supplies	08/22/2023	67.96	10/19/2023	100-416-600 General Supplies	823
133	OFFICE DEPOT	327720685001	Office Supplies	08/24/2023	109.33	10/19/2023	100-416-600 General Supplies	823
133	OFFICE DEPOT	327725437001	Office Supplies	08/24/2023	2.78	10/19/2023	100-416-600 General Supplies	823
133	OFFICE DEPOT	328175663001	Printing BC - CMO	08/23/2023	24.50	10/19/2023	100-413-550 Printing and Postage	823
133	OFFICE DEPOT	328175663001	Printing BC - Finance	08/23/2023	24.50	10/19/2023	100-415-550 Printing and Postage	823
133	OFFICE DEPOT	328426773001	WTP office chair floormat	08/29/2023	171.98	10/19/2023	510-840-601 Office Supplies	823
133	OFFICE DEPOT	328427588001	WTP Wall Frames	08/28/2023	28.74	10/19/2023	510-840-601 Office Supplies	823
133	OFFICE DEPOT	328773465001	UT OFFICE SUPPLIES	08/24/2023	31.99	10/19/2023	510-810-601 Office Supplies	823
133	OFFICE DEPOT	328773465001	UT OFFICE SUPPLIES	08/24/2023	31.98	10/19/2023	520-810-601 Office Supplies	823
133	OFFICE DEPOT	329540138001	Office supplies	08/29/2023	57.08	10/19/2023	100-605-601 Office Supplies	823
133	OFFICE DEPOT	329805937001	UT OFFICE SUPPLIES	08/30/2023	21.24	10/19/2023	520-810-601 Office Supplies	823

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	329805937001	UT OFFICE SUPPLIES	08/30/2023	21.25	10/19/2023	510-810-601 Office Supplies	823
133	OFFICE DEPOT	329806858001	UT SUPPLIES	08/30/2023	26.87	10/19/2023	520-810-601 Office Supplies	823
133	OFFICE DEPOT	329806858001	UT SUPPLIES	08/30/2023	26.88	10/19/2023	510-810-601 Office Supplies	823
133	OFFICE DEPOT	329947648001	Office Supplies	08/30/2023	248.22	10/19/2023	100-525-601 Office Supplies	823
133	OFFICE DEPOT	329948597001	Gen Supplies AC	08/30/2023	10.42	10/19/2023	100-525-601 Office Supplies	823
133	OFFICE DEPOT	330266239001	Misc. Office supplies	08/29/2023	136.28	10/19/2023	100-415-600 General Supplies	823
133	OFFICE DEPOT	330267879001	Misc. Office supplies	08/29/2023	11.99	10/19/2023	100-415-600 General Supplies	823
133	OFFICE DEPOT	330267880001	Misc. Office Supplies	08/29/2023	6.50	10/19/2023	100-415-600 General Supplies	823
133	OFFICE DEPOT	332441287001	Office Supplies	10/12/2023	54.49	10/19/2023	100-605-601 Office Supplies	1023
133	OFFICE DEPOT	332453537001	Office supplies	10/12/2023	9.12	10/19/2023	100-605-601 Office Supplies	1023
133	OFFICE DEPOT	334310535001	PW Printer Cord	10/17/2023	4.06		100-475-601 Supplies-Office	1023
133	OFFICE DEPOT	334310535001	PW Printer Cord	10/17/2023	4.06		100-575-601 Office Supplies	1023
133	OFFICE DEPOT	334310535001	PW Printer Cord	10/17/2023	4.06		520-810-601 Office Supplies	1023
133	OFFICE DEPOT	334310535001	PW Printer Cord	10/17/2023	4.06		100-417-601 OFFICE SUPPLIES	1023
133	OFFICE DEPOT	334310535001	WTP Picture Frames and PW Printer Cord	10/17/2023	61.56		510-840-601 Office Supplies	1023
133	OFFICE DEPOT	334310535001	PW Printer Cord	10/17/2023	4.06		510-810-601 Office Supplies	1023
133	OFFICE DEPOT	335167282001	Printer	10/04/2023	893.89	10/19/2023	510-840-605 Minor Equipment	1023
133	OFFICE DEPOT	335319304001	PW Copier Paper	10/18/2023	67.49		100-575-601 Office Supplies	1023
133	OFFICE DEPOT	335319304001	PW Copier Paper	10/18/2023	89.98		520-810-601 Office Supplies	1023
133	OFFICE DEPOT	335319304001	PW Copier Paper	10/18/2023	44.99		100-417-601 OFFICE SUPPLIES	1023
133	OFFICE DEPOT	335319304001	PW Copier Paper	10/18/2023	112.48		100-475-601 Supplies-Office	1023
133	OFFICE DEPOT	335319304001	PW Copier Paper	10/18/2023	44.98		510-840-601 Office Supplies	1023
133	OFFICE DEPOT	335319304001	PW Copier Paper	10/18/2023	89.98		510-810-601 Office Supplies	1023
133	OFFICE DEPOT	336643766001	USBs	10/17/2023	79.90		100-414-600 General Supplies	1023
133	OFFICE DEPOT	336644272001	envelope moistener	10/18/2023	7.16		100-414-550 Printing and Postage	1023
Total 133:					2,636.81			
OREGON STATE TREASURY								
8970	OREGON STATE TREASURY	10/2023	UNCLAIMED PROPERTY REMIT TO OR FOR RON SILVA	10/19/2023	155.00	10/19/2023	510-228201 Unclaimed Deposit Refund Check	1023
8970	OREGON STATE TREASURY	10/2023	UNCLAIMED PROPERTY REMIT TO OR FOR DOROTHY MI	10/19/2023	137.44	10/19/2023	510-228201 Unclaimed Deposit Refund Check	1023
Total 8970:					292.44			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-267716	heater hose	10/05/2023	35.36	10/19/2023	100-475-610 Automotive Supplies	1023
6230	O'REILLY AUTO PARTS	3599-269620	radiator for W/W truck	10/16/2023	276.06	10/19/2023	520-810-610 Supplies-Automotive	1023
Total 6230:					311.42			
POOL PACT; NV PUBLIC AGENCY INS POOL								
271	POOL PACT; NV PUBLIC AGENCY INS POOL	6669	CLAIM #P243-23-08368-01 EMP #5170 LITIGATION OVER T	10/13/2023	2,000.00	10/19/2023	100-414-322 Prof Serv-Other	1023
271	POOL PACT; NV PUBLIC AGENCY INS POOL	6670	CLAIM #P243-23-08412-01 EMP #5126 CLAIM DEDUCTIBL	10/13/2023	1,520.00	10/19/2023	100-414-322 Prof Serv-Other	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 271:					3,520.00			
PUBLIC AGENCY COMPENSATION TRU								
145	PUBLIC AGENCY COMPENSATION TRU	1ST QTR 2023-2024	WORKERS COMP 1ST QTR 23-24	09/30/2023	35,086.25	10/20/2023	100-219000 WORKERS COMPENSATION PA	923
Total 145:					35,086.25			
PUBLIC EMPLOYEES RETIREMENT SYSTEM								
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SEP 2023	#621 RETIREMENT CONTRIBUTIONS	09/30/2023	124,659.20	10/13/2023	100-216000 RETIREMENT PAYABLE	923
Total 144:					124,659.20			
PURCHASE POWER								
3155	PURCHASE POWER	69812 SEP 23	POSTAGE - WATER	09/03/2023	429.20	10/30/2023	510-810-550 Printing and Postage	923
3155	PURCHASE POWER	69812 SEP 23	POSTAGE - CITY MANAGER	09/03/2023	53.07	10/30/2023	100-413-550 Printing and Postage	923
3155	PURCHASE POWER	69812 SEP 23	POSTAGE - CITY ATTORNEY	09/03/2023	38.59	10/30/2023	100-414-550 Printing and Postage	923
3155	PURCHASE POWER	69812 SEP 23	POSTAGE - COURT	09/03/2023	250.25	10/30/2023	100-425-550 Printing and Postage	923
3155	PURCHASE POWER	69812 SEP 23	POSTAGE - ANIMAL CONTROL	09/03/2023	49.03	10/30/2023	100-525-550 Printing and Postage	923
3155	PURCHASE POWER	69812 SEP 23	POSTAGE - BUILDING	09/03/2023	29.60	10/30/2023	100-605-550 Printing and Postage	923
3155	PURCHASE POWER	69812 SEP 23	POSTAGE - FINANCE	09/03/2023	213.52	10/30/2023	100-415-550 Printing and Postage	923
3155	PURCHASE POWER	69812 SEP 23	POSTAGE - PLANNING	09/03/2023	48.87	10/30/2023	100-610-550 Printing and Postage	923
3155	PURCHASE POWER	69812 SEP 23	POSTAGE - CLERK	09/03/2023	1,086.61	10/30/2023	100-416-550 Printing and Postage	923
3155	PURCHASE POWER	69812 SEP 23	POSTAGE - STREETS	09/03/2023	1.64	10/30/2023	100-475-550 Printing and Postage	923
Total 3155:					2,200.38			
RELIANT ELECTRIC, LLC								
4934	RELIANT ELECTRIC, LLC	23256-1	East Lift Auger Motor Repair	10/21/2023	495.27	10/19/2023	520-810-428 Contract Services-ELECTRICAL	1023
Total 4934:					495.27			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	5923527	BILL #336	09/01/2023	131.00		100-610-540 Advertising	923
152	RENO GAZETTE JOURNAL	5923527	BILL #333	09/01/2023	167.00		100-416-540 Advertising	923
152	RENO GAZETTE JOURNAL	5923527	BILL #330	09/01/2023	179.00		100-416-540 Advertising	923
152	RENO GAZETTE JOURNAL	5923527	Conditional use permit app CUP23006	09/01/2023	127.00		100-610-540 Advertising	923
152	RENO GAZETTE JOURNAL	5923527	Proposal for the SW Fernley Area Plan	09/01/2023	213.00		100-610-540 Advertising	923
152	RENO GAZETTE JOURNAL	5923527	BILL #338	09/01/2023	127.00		100-610-540 Advertising	923
152	RENO GAZETTE JOURNAL	5923527	BILL #331	09/01/2023	127.00		100-610-540 Advertising	923
Total 152:					1,071.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
RENOWN HEALTH								
190	RENOWN HEALTH	2249855	MRN 0852417	10/09/2023	55.00	10/19/2023	520-810-322 Prof Serv-Other	1023
Total 190:					55.00			
SECTRAN SECURITY, INC.								
8629	SECTRAN SECURITY, INC.	23100561	ARMORED SERVICE-SEWER	10/10/2023	188.11	10/19/2023	520-810-342 Tech Services-Other	1023
8629	SECTRAN SECURITY, INC.	23100561	ARMORED SERVICE-GF	10/10/2023	188.10	10/19/2023	100-415-322 Prof Serv-Other	1023
8629	SECTRAN SECURITY, INC.	23100561	ARMORED SERVICE-WATER	10/10/2023	188.11	10/19/2023	510-810-342 Tech Services-Other	1023
Total 8629:					564.32			
SNAP-ON INDUSTRIAL								
8735	SNAP-ON INDUSTRIAL	ARV/59129408	service cart	10/17/2023	279.30	10/19/2023	100-480-600 GENERAL SUPPLIES/TOOLS	1023
Total 8735:					279.30			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	OCT 2023-2	CHILD SUPPORT	10/19/2023	324.46	10/19/2023	100-219900 OTHER PAYROLL PAYABLES	1023
Total 176:					324.46			
STATE OF ILLINOIS UNCLAIMED PROPERTY								
8974	STATE OF ILLINOIS UNCLAIMED PROPERTY	10/2023	UNCLAIMED PROPERTY REMIT TO IL FOR ROSS MICHEL	10/19/2023	43.62	10/19/2023	510-228201 Unclaimed Deposit Refund Check	1023
Total 8974:					43.62			
STATE OF MONTANA UNCLAIMED PROPERTY								
8972	STATE OF MONTANA UNCLAIMED PROPERTY	10/2023	UNCLAIMED PROPERTY REMIT TO MO FOR KENNETH D	10/19/2023	101.49	10/19/2023	510-228201 Unclaimed Deposit Refund Check	1023
Total 8972:					101.49			
STATE OF NEBRASKA UNCLAIMED PROPERTY								
8971	STATE OF NEBRASKA UNCLAIMED PROPERTY	10/2023	UNCLAIMED PROPERTY REMIT TO NE FOR CLOUD RIVE	10/19/2023	381.60	10/19/2023	510-228201 Unclaimed Deposit Refund Check	1023
Total 8971:					381.60			
STATE OF WASHINGTON								
8919	STATE OF WASHINGTON	10/2023	UNCLAIMED PROPERTY REMIT TO IL FOR BRIAN VANWY	10/19/2023	72.02	10/19/2023	510-228201 Unclaimed Deposit Refund Check	1023
Total 8919:					72.02			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	17302	Water Right Contract FY22/23 Sept 23	09/01/2023	20,375.20	10/19/2023	510-810-698 Water Rights Protection	923

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 3275:					20,375.20			
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS								
8811	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	OCT 2023	PROPERTY FOR EDWARD GIAN	10/17/2023	95.09	10/17/2023	510-228201 Unclaimed Deposit Refund Check	1023
8811	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	OCT 2023	PROPERTY FOR HARRY SWITZERS SR.	10/17/2023	105.54	10/17/2023	510-228201 Unclaimed Deposit Refund Check	1023
8811	TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	OCT 2023	PROPERTY FOR VINCENT MENA	10/17/2023	56.03	10/17/2023	510-228201 Unclaimed Deposit Refund Check	1023
Total 8811:					256.66			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2023250112560	PS Ferric Chloride	10/03/2023	17,057.00	10/19/2023	510-840-617 Chemicals	1023
8646	THATCHER COMPANY, INC.	2023400115760	Sodium Hypochlorite	10/11/2023	9,066.60	10/19/2023	510-840-617 Chemicals	1023
8646	THATCHER COMPANY, INC.	2023400115793	PS Credit Memo for incorrect sodium hypochlorite price	10/11/2023	9,066.60-	10/19/2023	510-840-617 Chemicals	1023
8646	THATCHER COMPANY, INC.	2023400115794	PS Sodium Hypochlorite	10/11/2023	8,487.00	10/19/2023	510-840-617 Chemicals	1023
Total 8646:					25,544.00			
TREETOP PRODUCTS, LLC								
8969	TREETOP PRODUCTS, LLC	PT200012493	ADA Tables for Green Valley Park Gazebo	09/20/2023	3,858.74	10/19/2023	100-575-600 General Supplies	923
Total 8969:					3,858.74			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	NOV 2023	PREPAID POSTAGE FOR IN-HOUSE BILLING	10/13/2023	1,900.00		520-810-550 Printing and Postage	1023
7344	U S POSTAL SERVICE	NOV 2023	PREPAID POSTAGE FOR IN-HOUSE BILLING	10/13/2023	1,900.00		510-810-550 Printing and Postage	1023
Total 7344:					3,800.00			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00157475	PS Neutralization Tank ORP probe	10/09/2023	975.59	10/19/2023	510-840-430 Service-Repair and Maintenance	1023
464	USA BLUEBOOK	INV00172454	PS fittings	10/20/2023	20.98		510-840-430 Service-Repair and Maintenance	1023
Total 464:					996.57			
UTAH CORRECTIONAL INDUSTRIES								
8975	UTAH CORRECTIONAL INDUSTRIES	10/2023	#VC0000269719 FSCAC RESOURCE GUIDE PRINTING	10/18/2023	144.98	10/19/2023	100-413-322 Prof Serv-Other	1023
Total 8975:					144.98			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9945788872	Sept 2-Oct 1 23 ACT 742052267-00001	10/24/2023	40.05	10/19/2023	520-810-530 Communications	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8495:					40.05			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2341	SCADA Service	10/10/2023	1,699.51	10/19/2023	510-840-429 Contract Services-SCADA	1023
8606	VERUS ASSOCIATES NEVADA, LLC	2342	SCADA Services	10/10/2023	661.93	10/19/2023	510-840-429 Contract Services-SCADA	1023
Total 8606:					2,361.44			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	OCT 2023-2	ROTH IRA	10/20/2023	210.00	10/20/2023	100-215000 457 PAYABLE	1023
8591	VOYA FINANCIAL	OCT 2023-2	DEFERRED COMPENSATION, 457	10/20/2023	2,377.50	10/20/2023	100-215000 457 PAYABLE	1023
Total 8591:					2,587.50			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	95009 SEP 23	8-29467-95009	10/02/2023	448.45	10/19/2023	100-575-412 Utility Service-Refuse	1023
Total 447:					448.45			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	19956499	PS safety paint	10/19/2023	187.12		510-840-616 Safety Supplies	1023
195	WESTERN NEVADA SUPPLY CO.	19962164	Bin stock	10/06/2023	1,545.20		510-810-613 Supplies-Meter Service	1023
195	WESTERN NEVADA SUPPLY CO.	19966577	PS CLA-Valve rebuild kit	10/12/2023	324.38	10/19/2023	510-840-430 Service-Repair and Maintenance	1023
195	WESTERN NEVADA SUPPLY CO.	19970581	sensus 2 inch omni 1000 gal water meters	10/06/2023	1,986.32		510-166100 Construction In Progress	1023
195	WESTERN NEVADA SUPPLY CO.	19970585	Meter box lids	10/06/2023	1,766.70		510-810-613 Supplies-Meter Service	1023
195	WESTERN NEVADA SUPPLY CO.	19977259	culvert	10/12/2023	2,516.46	10/19/2023	100-475-342 Tech Services-Other	1023
Total 195:					8,326.18			
WISCONSIN DEPT OF REVENUE								
8968	WISCONSIN DEPT OF REVENUE	OCT 2023	PROPERTY FOR ERIC SMITH	10/17/2023	40.84	10/17/2023	510-228201 Unclaimed Deposit Refund Check	1023
Total 8968:					40.84			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	174608	Federal lands Conveyance Prof Service thru 9/30/2023	09/30/2023	1,182.50	10/19/2023	100-413-322 Prof Serv-Other	923
Total 2454:					1,182.50			
YESCO, LLC								
6806	YESCO, LLC	INY-0463976	Maintenance Reader Board	11/01/2023	.00		225-575-320 PROFESSIONAL SERVICES	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6806:					.00			
Grand Totals:					601,417.05			

Dated: _____

Mayor: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
OCTOBER 18, 2023**

1. INTRODUCTORY ITEMS

Mayor Neal E. McIntyre called the meeting to order at 05:00 PM at Fernley City Hall, 595 Silver Lace Blvd., Fernley, NV 89408.

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan (Zoom), Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Alber Torres, City Manager Ben Marchant, Deputy City Manager Lydia Altick, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Deputy Finance Director Jennie Carrick, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, Deputy Public Works Director Olivia John, City Engineer Derek Starkey. **Absent:** Councilwoman Fran McKay.

1.3. Public Forum

There was none.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA WITH THE REMOVAL OF ITEM 6.1. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new approved business licenses.

2.4. Possible action to authorize the execution of the water rights banking and dedication agreement with Christopher Madsen, APN 020-371-05 TCID serial number 1057-17 in the amount of 3.08-acre feet.

2.5. Possible action to ratify a contract with J-U-B ENGINEERS, Inc. to provide engineering design services for the water main relocation on the NDOT 3935 I740 Bridge project in an amount not to exceed \$49,700.

2.6. Possible Action to Approve the 2023/2024 Annual Material Supplier Contract

2.7. (For Possible Action) Approval of a Memorandum of Understanding (MOU) between the City of Fernley and the Fernley Community Foundation concerning the collection and distribution of donations to the Community Response and Resource Center.

2.8. (Possible Action) to approve the liquor license for Silverado Gas and C Investments, LLC dba Silverado Chevron.

2.9. (Possible Action) to approve the liquor license for Silverado Casino Investments, LLC dba Silverado Casino.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA. **Action:** Approved. **Moved by:** Councilman Stan Lau, **Seconded by:** Councilwoman Felicity Zoberiski. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberiski, Councilman Lau, Councilman Torres, Councilman Hanan.

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

Chief Deputy Mitch Brantingham, Lyon County Sherriff's office, announced that there are 11 upcoming county-wide events that the Sherriff's department will be participating in, four of those events are in Fernley. The K9 units will be participating in the regional competition in Carson City. The Department has been meeting with code enforcement on problem properties. The department is providing proper security for code enforcement officers. Chief Deputy gave an update on the recapture of Cory Tyler, who was arrested on September 29, 2023, and escaped. Cory was recaptured on October 11, 2023, along with another wanted subject, Bradlee Morris.

Councilman Albert Torres asked for confirmation that the City Marshall was also working with code enforcement.

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

City Manager Ben Marchant announced the upcoming Spooktacular event at City Hall.

Councilwoman Felicity Zoberiski thanked the Boys & Girls Club for the invitation to the awards banquet. On Friday the Fernley Aces haunted house will open.

Councilman Stan Lau also thanked the Boys & Girls Club for an amazing night,

Councilman Albert Torres thanked Charity Birkel for the code enforcement work on a few houses, and Derek Starkey for details on the major projects going on. He also reported that we have a definite yes to move the schoolhouse back to Dayton with no cost to the city.

Mayor Neal E. McIntyre asked for prayers for Councilwoman Fran McKay. She has fallen ill and will not be attending any meetings until further notice. He reported that he had the opportunity to sit on the APA panel. It was a good meeting.

4. PROCLAMATIONS BY THE MAYOR

There was none.

5. ORDINANCES

5.1. Consideration and possible action to Introduce Bill #334, an Ordinance to amend Title 32, Chapter 09 of the Fernley Municipal Code to include requirements and standards related to the dedication of water rights and facilities for residential subdivision and parcel maps, construction of new homes and industrial and commercial buildings. Specifically, adding sections for (1) a purpose statement regarding payment in lieu of dedication of water rights; (2) list of qualified appraisers; and other matters properly related thereto.

City Engineer Starkey introduced Bill #334. City Council directed staff to update the City's Municipal to clarify that the City would not be selling water rights outside of what is already allowed by the Municipal Code. Staff worked with the City's water rights attorney to draft language for the code that would achieve the goal of the Council. Staff is also proposing to add a separate section for the procedures for obtaining appraisals of real property. Doing so will help add clarity to the code by separating that language into its own section. The Bill will come back on November 1, 2023, with specific language.

5.2. Consideration and discussion to introduce and conduct First Reading of Bill #332, an Ordinance to amend Section 32.07.020 (Accessory Dwellings) of the City of Fernley Development Code to conform with NRS Section 278.253 regarding tiny houses.

Planning Director Rambo gave the first reading of Bill #332. Based on directions received from both the City Council and Planning Commission staff has prepared an amendment to Section 32.07.020 (Accessory Dwellings) allowing tiny homes on permanent foundations as accessory dwelling units. At their meeting on September 13, 2023, the Planning Commission voted to recommend approval of Bill #332 as presented. This Bill will come back on November 1, 2023, for adoption.

5.3. Possible action to introduce Bill #337, modifying franchise fees for Commercial Mobile Radio Services, Telecommunication Companies, and Electric Energy Providers offering services within the city of Fernley.

City Clerk Swanson reported that Staff conducted the necessary steps to prepare a Business Impact Statement for a proposed increase in Franchise Fees for public utilities providing services within the City of Fernley. If Bill 337 is introduced, the second reading will occur on November 1st. If adopted, the new franchise fees will be effective February 1, 2024. Included in this BIS and pursuant to NRS 354.59889, is an automatic 1% increase to Commercial Mobile Radio Services to be effective February 1, 2026. After February 1, 2026, all franchise fees will be capped at the 5% maximum amount allowed pursuant to NRS.

Motion: I MOVE TO INTRODUCE BILL #337 MODIFYING FRANCISE FEES FOR CERTAIN COMPANIES PROVIDING SERVICES WITH THE CITY OF FERNLEY. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Felicity Zoberski. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan.

6. STAFF REPORTS

6.1. Possible action to revise FMC 2.02.07 - Temporary absence or vacancy; acting city manager.

Removed from agenda.

7. PRESENTATIONS

7.1. Presentation by City Engineer to update the City Council on the completion of recent capital improvement projects.

Derek Starkey, City Engineer, presented an update on the completion of recent capital improvement projects and a review of upcoming projects.

Councilwoman Felicity Zoberski thanked Derek Starkey for the presentation and all the work that had been put in.

Councilman Albert Torres stated that he would like the completed projects posted on the City website and Facebook page.

Councilman Stan Lau thanked Derek Starkey and staff.

Mayor Neal E. McIntyre asked that when the all-abilities park is started, that a sign be posted to notify the residents of the work.

Councilman Ryan Hanan thanked public works, engineering and everyone at city hall who has been working on these projects.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Albert Torres requested they pull the city's attorney contract with North Lyon Fire District. In order to cancel the contract, the city needs to give 30 days' notice and pay back money pro-rated on that. We have not hired a deputy city attorney yet, and Mr. Mouritsen is doing the work by himself, and there are issues at North Lyon Fire Protective District that we need to protect our employee and the city from being brought into litigation.

9. PUBLIC FORUM

James W Roberts, Fernley resident, stated that he was impressed with Derek Starkey's presentation. The city benefits from his work and he is very pleasant.

10. ADJOURNMENT

The next meeting will be November 1, 2023, at 5:00pm.

There being no further business to come before it, the Fernley City Council meeting adjourned at 5:44pm.

Approved by the Fernley City Council on November 1, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

ATTEST: City Clerk Kim Swanson

Mayor Neal E. McIntyre

Report Criteria:

License.Status = "Active"

Business.Origination date = 10/11/2023-10/25/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Aurum Construction Strategies, LL	Alex Umana	232 West St	Reno	NV	89501	775-745-3461	Contractor	Roofing Contractor #90557
Corbett Merlino Construction	Anthony Merlino / Ca	205 Deer Mtn Rd.	Reno	NV	89523	775-224-8058	Contractor	General Engineering Contracto
D&J's Cleaning Service	Chris Hinkle	501 Whitaker Lane	Fallon	NV	89406	530-605-9183	Cleaning Services	Janitorial services
Shamrock Express	Charles Patterson	165 East Cedar Street	Fernley	NV	89408	831-676-1504	Accounting/Tax/Bookeepi	Billing, payroll, bookkeeping, of
Distinguished American Dads LLC	Blake Lamphear / Ja	1618 Johns Cir	Fernley	NV	89408	510-205-1554	Wholesale and/or Retail	Online retail - outdoor and indo
Cornelius Photography	Fred W. Cornelius	25 East Main St. Suite 3	Fernley	NV	89408	775-313-6802	Photography	Photography
Crochet Mamas	Shandriana & Shayla	275 Fremont St.	Fernley	NV	89408	775-835-3207	Hobby/Crafter, Sewing, J	Crafter: Crochet items
Gold and Silver Roadshow LLC	Jeffrey Jones	2153 E. Main St Ste C14-2	Duncan	SC	29334	864-813-6074	Secondhand Goods/Thrift	Purchase and appraise coins,
Serna Enterprises	Victor Serna	255 Main Street	Fernley	NV	89408	775-835-1601	Restaurant/Fast Food/Fo	Restaurant
Buddy Boys LLC	David Ausano	960 Auction Rd	Fallon	NV	89406	775-423-6300	Mobile Vendor	Prepackaged donut sales
Veronica Nystrom Handmade Prod	Veronica L. Nystrom	230 Arrow St	Fernley	NV	89408	775560-3362	Hobby/Crafter, Sewing, J	Crafter: tumblers, earrings, wre
XP Electric, LLC	Katelynn Paris / Chri	2266 Hayfield Lane	Fernley	NV	89408	530-306-0276	Contractor	Electrical Contractor #91119
Grand Totals:								
12								

Report Criteria:

License.Status = "Active"

Business.Origination date = 10/11/2023-10/25/2023



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a contract to lease City of Fernley surface water to Craig Travis for irrigation in the Swingle Bench area for a term of 2 years starting January 1, 2024.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to lease City of Fernley surface water to Craig Travis for irrigation in the Swingle Bench area for a term of 2 years starting January 1, 2024.

RECOMMENDED MOTION:

"I move to authorize the approval of a contract to lease 386.73 acre-feet of City of Fernley surface water to Craig Travis for irrigation in the Swingle Bench area for a term of 2 years starting January 1, 2024."

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:

Staff does not recommend City Council choose to not accept the improvements.

BACKGROUND:

1. City Council has approved a contract with Craig Travis to lease water several times for a period of 2 – 3 years to irrigate his property in Swingle Bench. The property was historically irrigated before the water was dedicated to the City of Fernley.
2. Under the current contract, Mr. Travis is required to pay all fees associated with the use of the water, including Temporary Change Application fees (\$1640). The associated fees (Change Application and Engineering) total approximately \$1900 each year.
3. The appraised market price for leased water in 2013 was \$27.50 an acre-foot.
4. NRS 266.267 requires the City to commission an appraisal for any contemplated lease of City-owned property that is for a period of three years or longer.
5. The City of Fernley currently has banked surface water rights that are not yet committed to municipal delivery for which the City pays O&M fees to TCID. The lease of water as requested by Mr. Travis would serve to offset some of those fees.

BACKGROUND:

The City of Fernley currently has banked surface water rights that are not yet committed to municipal delivery but are available for future development. The City is paying Operation and Maintenance (O&M) fees (\$10 an acre-foot) to TCID on these water rights. The water is an asset that could be used to generate revenue for the water fund through leases to interested parties, as long as the leasing parties pay the associated temporary change application, and engineering fees. This water has gone through the change application process with the State Engineer's Office to change the place of use to be within the city limits and the type of use from irrigation to municipal water. Changing the place of use to outside of the City of Fernley boundary requires a change application and approval by the State Engineer's office.

The Fernley City Council has approved a program to allow people to lease water to irrigate within the city limits by paying the \$10 acre-foot O&M fees. This is possible without filing a change application with the State Engineer because the water is permitted for use anywhere in the city limits. Therefore, lessees do not incur fees as long as the leased water is used within the city boundary. There has been interest from other individuals who also would like to lease water to irrigate outside of the City boundary.

Craig Travis would like to irrigate his property in Swingle Bench which was historically irrigated by water from the Truckee Canal. 307.845-acre feet of surface water rights associated with this property was dedicated to the City of Fernley to be used for future development. Mr. Travis has previously leased water from the City and desires to continue doing the lease. The previous lease contract expires this year. Mr. Travis is requesting the City enter into a new contract with him for another two years to lease 386.73-acre feet of the City's surface water, starting with the 2024 irrigation season. Under the current and previous contract, water was provided to Mr. Travis in 2014, 2016, 2017, 2018, 2019, 2020, 2021, and 2022. No water was leased in 2015 because of the drought, and no water was leased in 2023 because of the canal lining project.

Under the current contract, Mr. Travis has paid the fees associated with this lease for 2014, 2016, 2017, 2018, 2019, 2020, 2021, and 2022. These fees are approximately \$1900 each year. They include temporary change application and permit fees (\$1640) and engineering fees (\$260). The current contract price is \$27.50 per acre-foot per year of leased water, which amounts to revenue of approximately \$10,600 per year.

NRS 266.267 requires an appraisal be performed for the lease of any city-owned real property if the lease term is 3-years or longer. An appraisal conducted in 2013 indicated that the fair market value for the water is \$27.50 per acre-foot per year. Because this contract has a term of only 2 years, the City is not required to commission a new appraisal.

December 4, 2013 City Council Meeting; Council approved a contract with Craig Travis
July 6, 2016 City Council Meeting; directed staff to renew a contract with Craig Travis for a period of 2 years
December 21, 2016 City Council Meeting; Council approved the current contract with Craig Travis
October 17, 2018 City Council Meeting; Council approved the current contract with Craig Travis
December 21, 2020 City Council Meeting; Council approved the current contract with Craig Travis

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 266.267 Requirements for the sale or lease of property owned by city

NRS 268.059 Sale or lease of certain real property: Appraisal required; qualifications and selection of appraisers; disclosure statements; interest of appraiser or related person in property or adjoining property prohibited; effect of sale or lease in violation of section. Availability of a lease of water rights must be advertised for 3 weeks.

NRS 266.267 requires an appraisal be performed for the lease of any city-owned real property if the lease term is 3-years or longer. An appraisal conducted in 2013 indicated that the fair market value for the water is \$27.50 per acre-foot per year. Because this contract has a term of only 2 years, the City is not required to commission a new appraisal.

FINANCIAL IMPLICATIONS:

Pursuant to the current draft of the Travis contract, the City will be reimbursed for approximately \$1,900 in associated costs each year. \$27.50 per acre-foot was collected for water leased in previous years.

ATTACHMENTS:

1. Agricultural Water lease

Agricultural Water Lease
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

WHEREAS, the City of Fernley (the “City”) owns certain Truckee River water rights named under Claim 3 of the 1944 *Orr Ditch* Decree; and

WHEREAS, Craig Travis (the “Lessee”) owns certain real property, situated outside of the Fernley City Limits, from which water rights have been removed and subsequently dedicated to the City to become a part of its municipal water supply; and

WHEREAS, Lessee wishes to lease a portion of the City’s permitted Claim 3 water rights in order to irrigate that real property and put the water to beneficial use in a manner approved by the Nevada State Engineer; and

WHEREAS, the City has previously obtained an appraisal of the lease value of the water rights, and that appraisal resulted in a lease rate upon which the City and Lessee agree is a fair lease value; and

WHEREAS, pursuant to NRS 268.061 the City has passed Resolution 13-015, which acknowledges that it is in the best interest of the City to lease certain surface water to Lessees outside of Fernley city limits for irrigation purposes;

NOW, THEREFORE the City and Lessee hereby make this Agreement for Lease of Water Rights (“Lease”).

I. LEASE AGREEMENT

A. GENERAL PROVISIONS

1. The City will make available 386.73 acre-feet of surface water (the “Water”), permitted by the Nevada State Engineer and Claim 3 of the *Orr Ditch* Decree, to the Lessee for use consistent with the approved manner of use of those water rights.
2. The City will file with the Nevada State Engineer on an annual basis the temporary applications required to change the place of use of the Water to Lessee’s property and the manner of use of the Water to irrigation. The point of diversion of the Water shall remain the Truckee Canal.

3. Lessee will be responsible for the cost of filing the annual temporary applications with the Nevada State Engineer, payable to the City on or before February 15 of each year. Additionally, Lessee will be responsible for the engineering and legal fees incurred pursuant to preparation of the annual temporary applications, payable to the City on or before February 15 of each year. Lessee notes that the State Engineer is not required to approve the temporary change applications, and the City makes no representation or guarantee regarding the likelihood of approval.
4. Lessee agrees to pay the previously appraised lease value of the Water, which is \$27.50 (twenty-seven dollars and fifty cents) per acre-foot per year at the time of execution of this Lease. Payment to the City will be made in a lump sum on or before May 15 of each year for the full amount of water temporarily permitted by the State Engineer for use on Lessee's property regardless of how much of water the Lessee actually places to use on the property.
5. Lessee agrees to comply with all permit terms required by the State Engineer, as well as all requirements and restrictions imposed upon Claim 3 water rights by the *Orr Ditch* Court and the Federal Watermaster.
6. Lessee shall place the Water to beneficial use only at the place of use designated in the temporary change applications, which is situated at Churchill County Assessor's Parcel Nos. 007-191-26 and 007-191-27.
7. Should the Nevada State Engineer deny the temporary applications to change the place of use and manner of use of the Water, the Lease shall become null and void, and neither the City nor Lessee will be responsible for any further provisions of the Lease.

B. TERM OF LEASE / RENEWAL

1. The term of the Lease shall be 2 (two) years, beginning on January 1, 2021.
2. The Lease is not renewable.

C. ADDITIONAL TERMS

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

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

Lessee

Craig Travis

P.O. Box 1592

Fallon, NV 89407

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

4. Entire Agreement. This Lease (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, without limitation. This Lease may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
5. Assignment/Assumption. This Lease may not be assigned by Lessee to a third party without the express written consent of the City, regardless of that third party's willingness to assume Lessee's obligations under the Lease. Any attempt to transfer, convey or assign this Lease other than as provided above shall be null and void.

[Signature page follows]

City of Fernley

Neal E. McIntyre Mayor

Date:

Kim Swanson, City Clerk

Lessee

Craig Travis

Date:



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

None

ACTION REQUESTED: Consent

AGENDA ITEM:

(Possible Action) to Participate in the Masters Pharmaceutical, LLC., Opioid Settlement in the District Court Case entitled: "State of Nevada v. McKesson Corporation, et al.," Case Number A-19-796755-B, filed in the Eighth Judicial District Court, Clark County, Nevada, and to release any and all claims against all released entities and agree to the Masters Pharmaceutical, LLC Settlement in the Net Allocation Amount of \$86.92 to the City of Fernley and take all actions properly related thereto.

AGENDA ITEM BRIEF:

(Possible Action) to Participate in the Masters Pharmaceutical, LLC., Opioid Settlement in the District Court Case entitled: "State of Nevada v. McKesson Corporation, et al.," Case Number A-19-796755-B, filed in the Eighth Judicial District Court, Clark County, Nevada, and to release any and all claims against all released entities and agree to the Masters Pharmaceutical, LLC Settlement in the Net Allocation Amount of \$86.92 to the City of Fernley and take all actions properly related thereto.

RECOMMENDED MOTION:

I move to approve the Opioid Settlement with Masters Pharmaceutical, LLC.

BUSINESS IMPACT (per NRS Chapter 237):

None

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

City Council previously approved the One Nevada Agreement on Allocation of Opioid Recoveries. This item is a settlement with Masters Pharmaceutical, LLC., pursuant to the One Nevada Agreement in Case Number A-19-796755-B, filed in the Eighth Judicial District Court, Clark County, Nevada

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

The City will receive funds under the settlement agreement. These funds will be a restricted use pursuant to the agreement and will be used for Opioid Mitigation

ATTACHMENTS:

1. Masters Exhibit C - Participation Agreement Release
2. Masters Pharmaceuticals Settlement Agreement
3. Masters Settlement Estimated Allocation

EXHIBIT C to Masters Pharmaceutical Settlement Agreement

Masters Pharmaceutical Settlement Participation Agreement

Governmental Entity:

State: Nevada

Authorized Official:

Address 1:

Address 2:

City, State, Zip:

Phone:

Email:

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Masters Pharmaceutical Settlement Agreement (Exhibit A and the Allocation Schedule (Exhibit D), and acting through the undersigned authorized official, hereby elects to participate in the Masters Pharmaceutical Settlement Agreement and release all Released Claims against all Released Entities,¹ and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Masters Pharmaceutical Settlement Agreement, understands all terms in the Masters Pharmaceutical Settlement Agreement, and agrees that by the Masters Pharmaceutical Settlement Agreement, the Governmental Entity elects to become a Releasor as defined therein.
2. The Governmental Entity shall promptly, and in any event within 7 business days of the Effective Date and payment of the settlement funds dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Masters Pharmaceutical Settlement Agreement pertaining to Releasors as defined therein.
4. The Governmental Entity has the right to enforce the Masters Pharmaceutical Settlement Agreement as provided therein.
5. The Governmental Entity, as a Party to the Masters Pharmaceutical Settlement Agreement, hereby becomes a Releasor for all purposes in the Masters Pharmaceutical Settlement Agreement, including but not limited to all provisions of Section 5 of the Masters Pharmaceutical Settlement

¹ Capitalized terms shall have the same meaning as in the Meijer Settlement Agreement.

Agreement, and along with all departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Governmental Entity exercises governing, fiscal, or budgetary authority or control, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Masters Pharmaceutical Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Masters Pharmaceutical Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Masters Pharmaceutical Settlement Agreement, to which the Governmental Entity hereby agrees. To the extent this form is interpreted differently from the Masters Pharmaceutical Settlement Agreement in any respect, the Masters Pharmaceutical Settlement Agreement controls.

IN WITNESS WHEREOF, this Masters Pharmaceutical Settlement Participation Agreement has been read and signed by the duly authorized representative of the Governmental Entity signing below.

Signed: _____

By: _____

Its: _____

Date: _____

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Masters Settlement Agreement”) is entered by and between Plaintiffs (as identified in Exhibit A) effective as of 8/3/2023 2023, Masters Pharmaceutical, LLC fka Masters Pharmaceutical, Inc., d/b/a River City Pharma, and River City Pharma, LLC (collectively “Masters”). Plaintiffs and Masters are referred to as the “Parties.”

I. RECITALS

WHEREAS, Plaintiffs have filed lawsuits against Masters, or against other entities with the intention to name Masters, bearing case numbers identified in Exhibit A (the “Actions” and each an “Action”) raising Claims (defined below) and/or allegations concerning, related to, based upon, or in connection with the Alleged Harms (defined below) or Released Conduct (defined below);

WHEREAS, the MDL 2804 Plaintiffs’ Executive Committee and Masters have entered into a Term Sheet dated June 14, 2023 (Exhibit B attached), which contains the basic terms of this settlement, and which is hereby incorporated in this agreement;

WHEREAS, Masters (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiffs in the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Masters arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Actions already brought or that could be brought by Plaintiffs related to the Released Conduct;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Actions;

WHEREAS, without any admission of wrongdoing, fault, culpability or liability of any kind, and without any concession as to the strength or weakness of any actual or potential Claims or defenses, the Parties desire to (a) avoid the delay, uncertainty, inconvenience, and expense of litigation, and (b) fully and finally resolve, settle, release and discharge any and all Claims Plaintiffs brought or could have brought against Masters in the Actions and all Claims related in any way to the Alleged Harms or Released Conduct;

WHEREAS, the Parties have agreed to the terms herein for the sole purpose of settlement, and nothing herein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing or lack thereof;

WHEREAS, no part of this Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing, or of any lack thereof;

WHEREAS, unless the contrary is expressly stated, this Agreement is not intended for use by any Party or any third party for any purpose not expressly stated herein, including submission to

any court for any purpose other than any required court approval(s) associated with this Agreement and the enforcement of this Agreement;

WHEREAS, the Parties acknowledge, agree to, and understand the terms set forth herein;

WHEREAS, Plaintiffs have determined the terms of this Agreement are fair, reasonable and adequate and in the public interest; and

WHEREAS, the Parties engaged in arm's-length negotiations between counsel in good faith, intending to be legally bound.

NOW, THEREFORE, in consideration of the above recitals and the promises and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

II. AGREEMENT

1. Recitals Incorporated. The foregoing Recitals are incorporated herein and constitute express terms of this Agreement.

2. Definitions.

a. "Alleged Harms" means any alleged past, present, and future financial and societal harms and related expenditures arising out of the alleged misuse and abuse of Products (defined below), and/or any alleged injuries sustained by individuals suffering from opioid-related addiction, abuse, other related diseases and disorders, and death, that allegedly have been caused by Masters, non-exclusive examples of which are described in the reports and opinions submitted in connection with the case captioned In re: National Prescription Opiate Litigation, No. 1:17-md-2804 (N.D. Ohio),

b. "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney

fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

c. “Released Conduct” means any actual or alleged act, failure to act, negligence, creation of any public or private nuisance, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to: (a) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, or use or abuse of any Product; (b) orders, prescriptions, formularies, guidelines, payments or rebates for any Product; (c) policies, practices and/or operating procedures, insurance, claim or benefit administration, claim adjudication, plan design, data and/or sales thereof, relating to, any Product; (d) any system, plan, policy or advocacy relating to any Product, including, but not limited to, any promotion, marketing, programs, or campaigns relating to any Product; (e) the characteristics, properties, risks, or benefits of any Product; (f) the reporting, disclosure, nonreporting or non-disclosure to federal, state or other regulators of orders or prescriptions; (g) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, or converting of any Product; or (h) controls against diversion, corresponding responsibility, and/or suspicious order monitoring.

d. “Effective Date” means the date that Masters receives executed Masters’ Settlement Participation Agreements and/or dismissals with prejudice as to all actions identified on Exhibit A. In the event that fewer than all Plaintiffs identified on Exhibit A execute the Masters’ Settlement Participation Agreement and/or provide dismissals with prejudice, this Agreement shall not become effective and none of the payments described herein shall be made.

e. “Product” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (3) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, dihydrocodeine, fentanyl, hydrocodone, hydromorphone, levorphanol, meperidine, methadone, morphine, oxycodone,

oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, alprazolam, chlordiazepoxide, clobazam, clorazepate, diazepam, estazolam, lorazepam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, cyclobenzaprine, orphenadrine, tizanidine, gabapentin, or any variant of these substances or any similar substance.

f. “Released Claims” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Released Conduct and/or Alleged Harms occurring prior to the Effective Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by Releasors (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Released Conduct and/or Alleged Harms, or any such Claims that could be or could have been asserted, now or in the future, in those actions or in any comparable action or proceeding brought by Plaintiffs or Releasors. The Parties intend that “Released Claims” be interpreted broadly.

g. “Released Entities” means Masters Pharmaceutical, Inc., Masters Pharmaceutical, LLC, “River City Pharma,” River City Pharma, LLC and: (1) all of their past and present direct or indirect parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns (2) the past and present direct or indirect subsidiaries, divisions, affiliates, predecessors, successors, and assigns of any of the foregoing; and (3) the foregoing entities’ respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, representatives, insurers and attorneys (for actions that occurred during and related to their work for, or employment with, Masters).

h. “Releasors” means and includes each private or public Plaintiff and, as applicable, its employees, officers, parents, subsidiaries, shareholders, members, heirs and assigns, departments, agencies, divisions, boards, commissions, subdivisions, districts, corporations, courts, institutes, offices, instrumentalities of any kind, attorneys, and any entities over which such Plaintiff exercises governing, fiscal or budgetary authority or control, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing. Each Plaintiff also shall sign and deliver to Masters the Masters Settlement Participation Agreement (Exhibit C, hereto) providing for a release to the fullest extent of such Plaintiff’s authority or a file a dismissal with prejudice of any pending Action.

3. Settlement Amount. Within thirty (30) days after the Effective Date, Masters shall cause to be paid \$3,339,547.49 to Peter H. Weinberger, Liaison Counsel to the Plaintiffs’ Executive Committee (“Weinberger”) in the form of a check payable to the Spangenberg, Shibley, and Liber LLP IOLTA Account (“Trust Account”). Weinberger shall then allocate those funds to the Plaintiffs in accordance with a formula agreed upon by the Plaintiffs, and said amount shall be net

of the Common Benefit Surcharge to the MDL Common Benefit fund pursuant to Doc #4428 in MDL 2804 in the amount of 7.5% of the amount, to wit \$250,466.06, which shall be paid by Liaison Counsel for Plaintiffs. The Parties agree that, subject to all of the terms, conditions, recitals, and provisions of this Agreement, the Settlement Amount is a reasonable compromise of the matters in dispute. Plaintiffs shall provide a W-9 with respect to the above-mentioned payment at the time they provide a signed copy of this Agreement.

4. Settlement Amount Holdbacks and/or Additional Payments. The parties agree that in addition to the Settlement Amount described in paragraph 3, Masters shall cause its insurer, Federal Insurance Company (“Federal”) to make the following payments:

a. Within 30 days of the Effective Date \$100,000.00 will be paid to the trust account of Garvey Shearer Nordstrom to pay for Masters’ attorneys’ fees associated with work performed in furtherance of this settlement. After the payment of those attorneys’ fees, any remaining balance, if any, will be payable to Weinberger. Weinberger shall distribute those funds to Plaintiffs using the same formula (including Common Benefit surcharge) as described in paragraph 3.

b. Within 30 days of the Effective Date, \$200,000.00 will be paid to the trust account of Garvey Shearer Nordstrom to pay to defend and/or settle any Claim for Released Conduct asserted against Masters by any party not listed in Exhibit A prior to: (1) the date that is 60 days after all Plaintiffs on Exhibit A have submitted dismissals with prejudice and/or signed participation agreements; or (2) January 31, 2024, whichever is later (a “New Claim”). In the event any such New Claim is asserted, then Masters will use such funds to defend and/or settle all such New Claim(s). After the full and final resolution of any such New Claim, or if no New Claim is asserted, any remaining balance of such funds, if any, will be payable to Weinberger. Weinberger shall distribute those funds to Plaintiffs on Exhibit A using the same formula (including Common Benefit surcharge) as described in paragraph 3.

c. \$400,000.00 will be paid to Acuity Insurance Company in settlement of claims by Acuity Insurance Company in the action entitled *Acuity, a Mutual Insurance Company v. Federal Insurance Company and Masters Pharmaceutical, Inc.*, Case No. A 2300745 in the Court of Common Pleas, Hamilton County, Ohio (the “Acuity Action”) in accordance with the terms of a separate settlement agreement among the parties to the Acuity Action

d. Any funds distributed to Weinberger pursuant to this paragraph 4 shall be considered “Settlement Amounts.”

5. Nature of Payment. The Parties acknowledge and agree that, notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

a. They have entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

b. For the avoidance of doubt: (1) no portion of the Settlement Amounts represents reimbursement to Plaintiffs or any Releasor for the fees or costs of any investigation or litigation, including without limitation attorneys' fees, (2) no portion of the Settlement Amounts represents the disgorgement of any allegedly ill-gotten gains, and (3) no portion of the Settlement Amounts is paid for or in place of any fine, penalty, punitive damages, or other punitive assessments.

6. Release.

a. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasors' Released Claims. Plaintiffs (for themselves and the Releasors) hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim; or to cause, assist in bringing or permit to be brought, filed, or claimed; or to otherwise seek to establish liability for any Released Claim against any Released Entity in any forum whatsoever. The releases provided for in this Agreement are broad, shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to any Released Claim and any Alleged Harms within Plaintiffs' territorial boundaries, and extend to the full extent of the power of Plaintiffs to release claims. This Agreement shall be a complete bar to any Released Claim.

b. *Sole Payment.* It is the intent of the Parties that:

(1) the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Alleged Harms and/or Released Conduct (or conduct that would be Released Conduct if engaged in by a Released Entity);

(2) Claims by Releasors against non-Parties shall not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

(3) the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

c. *General Release.* In connection with the releases provided for in this Agreement, each Plaintiff (for itself and its Releasors) expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any State or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

d. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims and/or Alleged Harms, but each Plaintiff hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date even if Releasors do not know or suspect such claims to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and even if knowledge of the existence of such claims would materially affect each Plaintiff's decision to enter into this Agreement.

e. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement gives rise to under applicable law.

f. *Representation and Warranty.* Each Plaintiff expressly represents and warrants that it has authority to settle and release all Released Claims of Releasors.

g. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Amount or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Amount or any portion thereof.

h. Plaintiffs represent that, as of the Effective Date, and other than the Actions, they have not prepared or brought, and have no intention of preparing or bringing, any other case(s) or claim(s) against any Released Party.

i. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity, and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.

7. Dismissal with Prejudice. Within fourteen (14) days after the execution of a Masters' Settlement Participation Agreement, each Plaintiff will dismiss its respective Action as to Masters with prejudice. To the extent necessary or useful, Masters will join Plaintiffs' submissions to effectuate the dismissals with prejudice of the Actions.

8. Expenses. Except as otherwise set forth in this Agreement, each Party shall bear its own costs (including but not limited to legal fees and expenses) incurred in connection with this Agreement and in prosecuting or defending the Actions. The dismissal with prejudice referred to

in Paragraph 7 above shall state that each Party is to bear its own costs, fees and expenses, including attorney fees.

9. No Admission. The Parties intend the settlement as described herein to be a final and complete resolution of all disputes between Masters and all Releasers. Masters is entering into this Agreement solely for the purposes of settlement, to resolve each Action and all Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Masters denies the allegations in the Actions and denies any civil or other liability in the Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Masters of: (i) any violation of any law, regulation, or ordinance; (ii) any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in any Action, or in any other past, present or future proceeding relating to any Released Conduct, Alleged Harms, or any Product; (iv) the legal viability of the claims and theories in any Action, including but not limited to the legal viability of the relief sought; or (v) any other matter of fact or law. Nothing in this Agreement shall be construed or used to prohibit any Released Entity from engaging in the conduct of its business relating to any Product.

10. Public Disclosure. After the Execution Date, this Settlement Agreement will be subject to public disclosure pursuant to public records laws, open meetings laws, and/or other laws or regulations that require disclosure to the public of information about Plaintiffs ("Public Disclosure Laws"). Nothing herein shall prevent any Party from disclosing the terms of this Settlement Agreement prior to the Execution Date (a) as required by law, or (b) to its actual or prospective attorneys, accountants, auditors, insurers, lenders, acquirers, investors, shareholders, or financial advisors.

11. Statements to the Press; No Solicitation of Publicity. No Party or attorney, agent or representative acting and communicating on behalf of any Party may make public statements that contradict provisions in this Settlement Agreement, including without limitation Paragraph 17 (Non-Admissibility). It is agreed that the Parties' private counsel shall not make any comments or statements to the press, issue any press release, convene any press conference or otherwise initiate publicity with the media, including but not limited to newspapers, publications, or other mass media, nor post to internet websites or any social media information concerning the terms of the Agreement.

12. Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, other than the right of each Released Entity to use and enforce this Agreement as if it were a party hereto.

13. No Waiver. This Agreement is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. No waiver of any breach, waiver of any failure of any condition, or waiver of any right or remedy contained in or granted by this Agreement shall be effective unless in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other prior,

subsequent, or contemporaneous breach, failure, right, or remedy, whether or not similar; nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14. Entire Agreement; Integration. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the matters addressed herein. This Agreement supersedes any prior agreements or understandings, whether written or oral, between or among the Parties. No representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than those contained herein. Each Party to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. No reliance was placed upon any representation other than those contained in this Agreement.

15. Construction. None of the Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not affect the meaning of this Agreement.

16. No Prevailing Party. The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement.

17. Non-Admissibility. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (1) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Released Entities; or (2) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of this Agreement, and except that Released Entities may file or use this Agreement in any action (1) involving a determination regarding insurance coverage, provided that the characterizations in this Agreement of the alleged harms, claims, and conduct covered by the Agreement shall not be admissible against any insurer to show that the harms, claims, or conduct falls within the scope of the coverage grant or outside the scope of any exclusion in any insuring agreement; (2) involving a determination of the taxable income or tax liability of any Released Entities; (3) to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction or on any other theory of claim preclusion or issue preclusion or similar defense or counterclaim; (4) to support a claim for contribution and/or indemnification; or (5) to support any other argument or defense by a Released Entity that the Settlement Amounts (including the Common Benefit Fund Holdbacks) provide a measure of compensation for Alleged Harms or otherwise satisfy the relief sought.

18. Amendment; Modification. This Agreement shall not be varied, modified or amended in any respect, except by a subsequent written agreement executed by all Parties through their authorized representatives.

19. Authority to Enter Agreement and Ownership of Released Claims. Each Party specifically represents and warrants that this Agreement constitutes a legal, valid, and binding obligation of such Party. Each signatory to this Agreement on behalf of a Party specifically represents and warrants that they have full authority to enter into this Agreement on behalf of such Party. Each Plaintiff for itself and its related Releasors specifically represent and warrant that they have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the public interest, and that they have satisfied all conditions and taken all actions required by law in order to validly enter into this Agreement. Each Plaintiff for itself and its related Releasors further represent and warrant that (a) they are the owner and holder of the Released Claims; (b) they have not sold, assigned, conveyed, pledged, encumbered, or otherwise in any way transferred the Released Claims, or any portion thereof or rights related thereto, to any third party nor have they granted or shall they grant any license or other right that would conflict with the rights and obligations set forth herein; and (c) through this Agreement they have the power and authority to bind all persons and entities with an interest in the Released Claims.

20. Dispute Resolution. In the event of a dispute arising out of or relating to the Agreement, the Parties shall first seek settlement of that dispute by mediation before Jed Melnick (or another mediator if agreed by the Parties). If the dispute is not settled by mediation, the dispute shall be referred to and finally resolved by arbitration before Jed Melnick (or another single arbitrator if agreed by the Parties) under the AAA Commercial Rules and Mediation Procedures.

21. Notices. All notices under this Agreement shall be provided in writing to the following via email and overnight delivery through a recognized national courier:

As to Plaintiffs:

Peter H. Weinberger
Spangenberg, Shibley & Liber LLP
1001 Lakeside Avenue East, Suite 1700
Cleveland, OH 44114
pweinberger@spanglaw.com

As to Masters:

Richard T. Lauer, Esq.
Lauer Law, LLC
335 West Fourth St.
Cincinnati, OH 45202
rick@lauerlawllc.com

Any Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Paragraph.

24. Further Assurances. Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.

25. Counterparts. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

[signatures on page(s) to follow]

IN WITNESS WHEREOF, this Agreement has been read and signed by the duly authorized representatives of each of the Parties.

On Behalf of Plaintiffs' Executive Committee:



Peter H. Weinberger
Plaintiffs' Liaison Counsel

Dated: _____

On Behalf of All Masters Entities:



Richard T. Lauer, Esq.
Attorney for all Masters Entities

Dated: 8/3/23

MASTERS PHARMACEUTICAL (Estimated)
OPIOID LITIGATION SETTLEMENT CALCULATOR

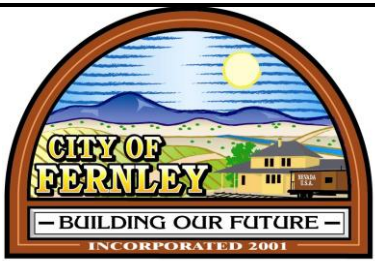
NEVADA RECOVERY	\$ 1,428,552.26
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LEAD LITIGATOR COSTS ESTIMATE	
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FEDERAL GOVERNMENT CMS MEDICAID COSTS (22.52%)	
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ALLOCATION AMOUNT ESTIMATE	\$ 1,428,552.26
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GOVERNMENT ENTITY	GROSS ALLOCATION	ATTORNEY FEES	NET ALLOCATION
STATE OF NEVADA	\$ 626,562.97	\$ 134,711.02	\$ 491,851.95
CARSON CITY	\$ 14,552.90	\$ 3,638.23	\$ 10,914.67
CHURCHILL COUNTY	\$ 5,624.39	\$ 1,406.10	\$ 4,218.29
CLARK COUNTY	\$ 536,729.72	\$ 134,182.43	\$ 402,547.29
DOUGLAS COUNTY	\$ 13,314.19	\$ 3,328.55	\$ 9,985.64
ELKO COUNTY	\$ 8,682.13	\$ -	\$ 8,682.13
ESMERALDA COUNTY	\$ 398.82	\$ 99.71	\$ 299.11
EUREKA COUNTY	\$ 828.91	\$ -	\$ 828.91
HUMBOLDT COUNTY	\$ 8,174.46	\$ 2,043.62	\$ 6,130.84
LANDER COUNTY	\$ 2,909.17	\$ -	\$ 2,909.17
LINCOLN COUNTY	\$ 1,903.35	\$ 475.84	\$ 1,427.51
LYON COUNTY	\$ 12,608.39	\$ 3,152.10	\$ 9,456.29
MINERAL COUNTY	\$ 4,806.27	\$ 1,201.57	\$ 3,604.70
NYE COUNTY	\$ 12,845.33	\$ 3,211.33	\$ 9,634.00
PERSHING COUNTY	\$ 2,906.81	\$ -	\$ 2,906.81
STOREY COUNTY	\$ 1,013.64	\$ -	\$ 1,013.64
WASHOE COUNTY	\$ 73,092.89	\$ 18,273.22	\$ 54,819.67
WHITE PINE COUNTY	\$ 8,387.67	\$ 2,096.92	\$ 6,290.75
BOULDER CITY	\$ 1,185.87	\$ 296.47	\$ 889.40
ELY CITY	\$ 53.07	\$ 13.27	\$ 39.80
FERNLEY CITY	\$ 115.89	\$ 28.97	\$ 86.92
HENDERSON CITY	\$ 18,462.31	\$ 4,615.58	\$ 13,846.73
LAS VEGAS CITY	\$ 37,859.48	\$ 9,464.87	\$ 28,394.61
MESQUITE CITY	\$ 1,174.97	\$ 293.74	\$ 881.23
NORTH LAS VEGAS CITY	\$ 19,455.35	\$ 4,863.84	\$ 14,591.51
RENO CITY	\$ 10,877.27	\$ 2,719.32	\$ 8,157.95
SPARKS CITY	\$ 3,411.04	\$ 852.76	\$ 2,558.28
WEST WENDOVER CITY	\$ 452.33	\$ 113.08	\$ 339.25
CENTRAL LYON FIRE PROTECTION DISTRICT	\$ 121.04	\$ 30.26	\$ 90.78
NORTH LYON FIRE PROTECTION DISTRICT	\$ 41.57	\$ 10.39	\$ 31.18
TOTAL:	\$ 1,428,552.20	\$ 331,123.19	\$ 1,097,429.01



City of Fernley
MAYOR'S OFFICE

Mayor
City Council
Legislative
Public Policy

Date: October 25, 2023

To: City Council

From: Mayor Neal E. McIntyre

Re: Planning Commission Appointment

I submit for appointment to the City of Fernley Planning Commission Mr. Jake VanderHeiden. This appointment is effective immediately and will expire December 31, 2025.

Respectfully,
Neal E. McIntyre
Mayor



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

Initiation and First Reading of Bill #338, an Ordinance conditionally adopting Phase 1 of the Victory Logistics District Planned Development (PD23001), including a Change of Zone from Industrial (I) and General Commercial (C2) to Planned Development and approval of a development standards handbook. The Planned Development consists of approximately 2,174 acres generally located south of Interstate 80 and east of Nevada Pacific Parkway (APNs 021-201-01 and -16; 021-211-02, -03, -04, and -06; 021-242-11 and -17; 021-251-25; 021-261-43 and -44).

AGENDA ITEM BRIEF:

The property owner, Mark IV Capital, has built several industrial buildings within Fernley near Interstate 80 and Nevada Pacific Parkway. Mark IV Capital has acquired a large part of that area and would like to develop an industrial park. The proposed Planned Development is the first of many steps to make that happen. As part of the proposed Planned Development, a handbook has been developed to standardize development within the industrial park. The ultimate approval of the Planned Development will include both a change in zoning from Industrial (I) and General Commercial (C2) to Planned Development and the approval of the associated handbook. Additional approvals will be sought in the coming months for a Development Agreement and a Tentative Subdivision Map.

This item was considered at the Planning Commission meeting of October 10, 2023. The Planning Commission recommended denial of Bill #338 based on public safety concerns. Specifically, the Planning Commission felt strongly that the developer's attempt to put off building the required fire station during their presentation created a threat to the health, safety, and welfare of Fernley residents and workers within the industrial park. A more detailed discussion of the fire issue can be found below. A more thorough discussion of the Planning Commission's recommendation will be held at the November 15, 2023 City Council meeting during 2nd Reading.

RECOMMENDED MOTION:

N/A

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:

None

BACKGROUND:

The first phase of Victory Logistics District Planned Development consists of approximately 2,174 acres generally located south of Interstate 80 and east of Nevada Pacific Parkway. The District will consist of mainly industrial uses, but a small amount of commercial is anticipated to be scattered throughout, especially around the Interstate 80/Nevada Pacific Parkway interchange. The existing railroad spur in the southern portion of the development is anticipated to be expanded and used by future buildings.

The Planned Development is envisioned to create a large-scale employment center with an overall positive impact to the local economy by providing jobs to Fernley residents. These jobs will be found through a diverse range of uses extending from distribution warehouses and e-commerce to high end manufacturing and data centers. Commercial uses will be integrated throughout the development to serve residents, employees of the area, and travelers along Interstate 80. The map below shows the extent of the currently proposed Planned Development.



This

proposed Planned Development is the first of several approvals that will be needed before the actual development of the area can occur. A Development Agreement is currently being developed between Mark IV Capital and the City of Fernley. This agreement will outline the timing and extent of public improvements to be installed by the Master Developer. It will also provide the city with assurances that public services and infrastructure will be sufficient to protect the health, safety, and welfare of residents as the project grows.

A Tentative Subdivision Map has also been submitted and is currently going through the review process. This map, if approved, will create an industrial subdivision out of the existing lots creating the opportunity to divide the property in a way tailored to individual users through a series of Final Maps. Final Maps will follow to formally create the individual parcels. As the development occurs, additional maps and/or boundary adjustments may be requested based on market needs.

There are several significant issues that needed to be examined as part of this proposal. These include utility infrastructure, increased traffic, and fire protection. Each of these issues have undergone significant study and discussion to determine the best ways to handle the significant increase in need that the project creates while making the improvements more financially feasible for the developer.

Utilities

According to the water study submitted for review, this phase of the Victory Logistics District will use an estimated 7.02 million gallons of water per day. Mark IV Capital controls approximately 2.1 million gallons per day, making the demand on the water system approximately 5 million gallons per day for this project alone. To accommodate this amount of extra use, three new storage tanks will be required by the time the project is built-out, each with a capacity of three million gallons. The construction of these additional tanks has been divided into phases based on how many acres are developed.

1. The existing tank can accommodate the first 342 acres.
2. A new tank would be built after the first 342 acres to accommodate an additional 320 acres.
3. The remaining 1,338 acres would require the addition of two new tanks to be built prior to the remainder of the project.

The City of Fernley Waste Water Treatment Plant currently has a total capacity of 3.05 million gallons per day, with a current average peak flow of 1.7 million gallons per day. The completed Victory Logistics District is anticipated to generate peak flows of 3.9 million gallons per day. At this rate, the treatment plant will need to be expanded and/or upgraded fairly early in the project's development. The existing permit for the treatment plant requires that planning for any expansion begin when the capacity reaches 85 percent or 2.59 million gallons per day. It is estimated that 576 acres of industrial property can be developed before hitting this milestone. As development occurs within the Victory Logistics District, the capacity of the treatment plant will be evaluated closely to determine when expansion planning must begin.

Traffic

The first phase of the Victory Logistics District is anticipated to generate 46,347 average daily trips, a significant percentage of which will be truck traffic. This increase in traffic will have a large impact on the streets within the Planned Development area and throughout the larger area in general. The intersections along US 95A between Interstate 80 and Main Street/US 50A are expected to have increases in traffic substantial enough to warrant intersection improvements to varying degrees.

The biggest street project needed as part of the proposed project is the extension of Nevada Pacific Parkway from its current terminus to the south across the railroad tracks to US 50A. This extension is expected to reroute a fair amount of truck traffic off of US 95A, potentially freeing up some movement within the traffic circle at US 95A/US 50A. This extension has been awarded federal transportation grant funding and is in the early design phase. According to the traffic study submitted for review the extension will need to be in place before the PM peak hour trip count reaches 1,480 (about 35 percent of project buildout).

The overall results of the traffic study are still under review due to assumptions made by the traffic engineer. Specifically, the assumption that the roundabout at US 95A/US 50A will be converted to a four-way traffic signal. Staff has no indication from NDOT that they ever plan to make this change. With a majority of the traffic study based on this being done, there could be some discrepancy between the study and reality in the future. As part of the Tentative Subdivision Map review, staff will be requesting that the traffic study be done minus the four-way traffic signal option to determine how much of an impact that scenario would be.

Fire

The North Lyon Fire Protection District has two fire stations that serve the City of Fernley. Both of these stations are located south of the Union Pacific Railroad tracks that run through town. With the proposed development being located north of the tracks and access across those tracks being limited, the fire department response times will be stretched to the maximum. Therefore, the Fire Protection District has required that Victory Logistics District include a fire station as part of their development.

Fire stations are relatively expensive to build and Mark IV Capital is burdened with the cost on their own unless other alternatives are found. There are several ideas currently being considered, including reimbursement from future developers who would benefit from the fire station and some sort of improvement district to collect proportional amounts from other property owners in the area. The ultimate decision and details of which will either be included in the Development Agreement or in some other document to be determined at a later point.

ANALYSIS:

In addition to the findings discussed later in this report, the Planned Development needs to show consistency with the City's Comprehensive Master Plan. Staff has determined that the Planned Development is consistent with the following goals and/or policies:

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

The Planned Development is located adjacent to an existing industrial area, which is currently served by public services and facilities. While the size of the Victory Logistics District does impact these public services and facilities to some extent, the Development Handbook and the Development Agreement will incorporate the mitigations to reduce the impact to an acceptable level.

LU 1.3 – Provide a balanced distribution of employment and population.

The proposed Planned Development will provide a substantial amount of jobs for Fernley residents as the development is built-out. This will help even out the ratio of residents to local jobs and improve the quality of life for many.

LU 1.4 – Ensure existing and future land uses are compatible.

As mentioned earlier, the Victory Logistics District is located on the edge of the city adjacent to other industrial uses. The nearest residential uses are located to the south across the US 50A highway. This highway will provide a buffer between these two land uses suitable for creating compatibility.

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

All roadways will be improved and maintained as required in the City of Fernley code, the Development Handbook, and/or the Development Agreement. A traffic study was submitted for this project which recommended modifications at several existing intersections and the extension of Nevada Pacific Parkway to US 50A to the south. The project has been conditioned to follow all traffic study recommendations. This will ensure the high quality and safe travel that the Master Plan envisioned.

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

With the exception of fire department service discussed below, all public services and facilities will be available to serve the Victory Logistics District Planned Development. Therefore, the development is consistent with the Master Plan.

PSF 3.10 – Provide adequate levels of fire protection and response to life safety threats throughout Fernley.

The need for a new fire station has been identified by the North Lyon County Fire Protection District as being critical to providing an adequate level of service for this new development. Once this fire station is complete, the project will be consistent with the Master Plan. The details of the fire station's location, funding, and timing will be included in the forthcoming Development Agreement between Mark IV Capital and the City of Fernley.

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

As discussed above in PSF 3.10, the North Lyon County Fire Protection District has identified that the Victory Logistics District is not located within an adequate fire service area as the fire department stands today. Therefore, a new fire station located within the Planned Development is needed to ensure that the department can provide adequate services for both fire protection and emergency medical assistance.

FINDINGS:

To approve the Planned Development, the following findings must be met:

PD1

In what respects the plan is or is not consistent with the statement of objectives of a planned unit development.

Section 32.06.140 of the City of Fernley Development Code identifies the purpose of a Planned Development as creating "...flexibility and creativity of design and a greater diversity of building types, open space arrangements and other aspects of land planning, while...preserving public welfare, health, and the general intent of the City of Fernley Master Plan". It also states that Planned Developments "...provide a degree of certainty for the duration of build out of a large tract of land...".

The Victory Logistics District Planned Development is generally consistent with this purpose. Flexibility is built into every aspect of the development to account for changing market trends and the needs of different uses that may move into the area. At the same time, the public welfare, health, and intent of the Master Plan are being taken into consideration through the requirement for open space, street improvements, and future extensions and upgrades of utility infrastructure.

PD2

The extent to which the plan departs from zoning and subdivision regulations, otherwise applicable to the property, including, but not limited to, density, bulk and use, and the reasons why these departures are or are not deemed to be in the public interest.

The proposed Victory Logistics PUD handbook defines uses that mirror the current City of Fernley zoning code zoning designations of C-2 and I. The number of overall uses is limited from what standard city code would allow by Table 2-1 (Allowed Use Table) in the handbook. The Victory Industrial (V-I) land use designation has omitted many of the typically allowed heavier industrial uses under industrial (such as junk yards, outdoor processing, etc.) which was noted to help guide the long-term appearance of the project. Such heavier uses are generally not permitted either by-right nor with a conditional use permit. Development standards for each of the land use area (V-C and V-I) are similar to the code requirements for the C-2 and I. Building heights in the V-I designation are allowed to go to 75 feet rather than 65 feet as is presented in code. Both the PUD handbook and the Fernley Code allow for uses taller than the identified development standard height with a conditional use permit review.

The conditional use permit review path is has been defined to have planning commission act as the final decision making body in the absence of an appeal. If an individual project were to be appealed, it would move on to City Council for final approval. This is seen to be reasonable as the project is relatively isolated in the northeast quadrant of the community and any conditional use permit items, mitigation, or sensitivity review would likely not find any significant impact upon the other surrounding industrial uses.

These departures from standard zoning regulations are seen to be reasonable given the overall size and generally isolated nature of the development. Much of the regulation of the handbook looks to help streamline the review process and timeframes for final approval of individual projects, which should help quickly create new jobs within the City and be a benefit to the residents and City of Fernley.

-
PD3

The ratio of residential to nonresidential use in the planned unit development.

The Victory Logistics District is proposed to be mostly industrial uses with a few scattered areas for commercial development. No residential uses are anticipated as part of the area's development. Therefore, the ratio of residential to nonresidential is 0/100.

PD4

The purpose, location, and amount of the common open space in the planned unit development, the reliability of the proposals for maintenance and conservation of the common open space, and the adequacy or inadequacy of the amount and purpose of the common open space as related to the proposed density and type of residential development.

The proposed Planned Development does not include residential development. The purpose and location of open space within the Victory Logistics District is still under negotiation. The currently proposed changes to Section 32.06.140 (Planned Development) require ten percent of a non-residential Planned Development to be open space. The current plan is to provide this minimum amount of open space. Staff would be amenable to this open space being used for things such as courtyards, seating areas, walking paths, bike paths, or other similar outdoor amenities designed to benefit the employees working in the area. The exact location and types of open space will be discussed in detail in the Development Agreement currently being negotiated between Mark IV Capital and the City of Fernley.

PD5

The physical design of the plan and the manner in which the design does or does not make adequate provision for public services and utilities, provide adequate control over vehicular traffic, and further the amenities of light, air, recreation, and visual enjoyment.

The nature and size of the Victory Logistics District Planned Development creates several challenges with providing public services and utilities as well as accounting for the significant increase in traffic. For instance, Fire Department response times are too long with current systems in place. Therefore, the Fire Department has required that a fire station be built by Mark IV Capital prior to issuing any certificates of occupancy within the Planned Development boundaries. In addition, the sewage treatment plant does not currently have the capacity to handle the amount of waste that a project of this size would generate. A solution to this problem is currently being negotiated as part of the Development Agreement between Mark IV Capital and the City of Fernley. Finally, the existing roads are not adequate to handle the significant increase in traffic, especially truck traffic, that would be generated. The submitted traffic study identifies several needed improvements, including an extension of Nevada Pacific Parkway south to US 50A, to mitigate this issue and take the pressure off of some of the other surrounding streets. The developer is currently working with NDOT and the Union Pacific Railroad to get their approval for the extension, which will be required to be constructed when the number of trips reaches a certain threshold.

PD6

The relationship, beneficial or adverse, of the proposed planned unit development to the neighborhood in which it is proposed to be established.

The Victory Logistics District Planned Development is located on the edge of an existing industrial portion of the city. The area is zoned for industrial use and is identified for industrial use in the Master Plan. Therefore, there is no adverse relationship to the area.

PD7

In the case of a plan which proposes development over a period of years, the sufficiency of the terms and conditions intended to protect the interests of the public, residents, and owners of the planned unit development in the integrity of the plan.

It is anticipated that the Victory Logistics District will take approximately 20 years to reach full buildout. The studies submitted as part of this project each lay out timelines for what improvements need to be done at what point in development. The Development Agreement will ensure that these improvements are done timely. In addition, the conditions of approval include needed changes to the Development Handbook to ensure that the plan will keep its integrity throughout the buildout period.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Development Code Section 32.06.140 (Planned Development)
NRS Chapter 278A (Planned Development)

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill 338
2. Conditions of Approval
3. PD Handbook

BILL #338
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE CHANGING THE ZONING ON EIGHT LOTS (APNs 021-201-01 AND -16; 021-211-02, AND -03; 021-242-17; 021-251-25; 021-261-43 AND -44) FROM INDUSTRIAL (I) TO PLANNED DEVELOPMENT AND THREE LOTS (APNS 021-211, 04 AND 06; 021-242-11) FROM GENERAL COMMERCIAL (C2) TO PLANNED DEVELOPMENT, AND OTHER MATTERS RELATED THERETO.

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

- Section 1.** The zoning of that certain real property totaling 2,173 acres, more or less, situated in the City of Fernley, Nevada, being more particularly described as APNs 021-201-01 and -16; 021-211-02, -03, -04, and -06; 021-242-11 and -17; 021-251-25; 021-261-43 and -44 depicted on “Exhibit A” attached hereto (consisting of one page) is hereby reclassified from Industrial (I) and General Commercial (C2) to Planned Development (PD).
- 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 of 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.** In any subsection, phrase, sentence, or portion of this ordinance 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 #338 BEING HEREBY PROPOSED on the ____ day of _____, 2023.

BILL #338 BEING HEREBY PASSED, APPROVED, and ADOPTED this ____ day of _____, 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Neal E. McIntyre, Mayor

Date: _____

Attest By: _____
Kim Swanson, City Clerk

Date: _____

EXHIBIT A



Conditions of Approval for PD23001

Planned Development

GENERAL CONDITIONS

1. APPROVAL:

THE PLANNED DEVELOPMENT IS APPROVED AS SUBMITTED AND CONDITIONED. ANY SUBSTANTIVE CHANGE SHALL REQUIRE REVIEW AND APPROVAL AS OUTLINED IN CITY OF FERNLEY DEVELOPMENT CODE SECTION 32.06.140 (PLANNED DEVELOPMENT) OR THE APPROVED HANDBOOK.

2. PROJECT DESCRIPTION:

THE PROJECT APPROVAL IS TO CREATE THE VICTORY LOGISTICS DISTRICT PLANNED DEVELOPMENT, A COMBINATION OF INDUSTRIAL AND COMMERCIAL USES ON APPROXIMATELY 2,174 ACRES GENERALLY LOCATED SOUTH OF INTERSTATE 80 AND EAST OF NEVADA PACIFIC PARKWAY (CURRENT APNS: 021-201-01 and -16; 021-211-02, -03, -04, and -06; 021-242-11 and -17; 021-251-25; 021-261-43 and -44).

3. GOVERNING DOCUMENTS:

ALL CITY OF FERNLEY MUNICIPAL CODE OR DEVELOPMENT CODE REFERENCES HEREIN PERTAIN TO THE VERSION OF THE CODE IN EFFECT AT THE TIME THE HANDBOOK IS RECORDED, UNLESS OTHERWISE NOTED.

THE DEVELOPER SHALL ALSO COMPLY WITH ALL STANDARDS FOUND WITHIN "CITY OF FERNLEY DEPARTMENT OF PUBLIC WORKS DESIGN STANDARDS & REVIEW GUIDELINES" OF MAY 2008, "CITY OF FERNLEY STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION" OF JULY 15, 2008, AND "CITY OF FERNLEY COMPREHENSIVE MASTER PLAN" OF AUGUST 2018 UNLESS OTHERWISE APPROVED IN THE DEVELOPMENT HANDBOOK.

4. ZONE CHANGE:

THE ZONING OF APNS 021-201-01 and -16; 021-211-02, -03, -04, and -06; 021-242-11 and -17; 021-251-25; 021-261-43 and -44 IS HEREBY CHANGED FROM INDUSTRIAL AND COMMERCIAL (C2) TO PLANNED DEVELOPMENT. LAND USES ALLOWED IN THIS AREA ARE SUBJECT TO THE DEVELOPMENT HANDBOOK AND THE MASTER DEVELOPER'S ARCHITECTURAL REVIEW COMMITTEE.

5. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

PRIOR TO THE FIRST CERTIFICATE OF OCCUPANCY BEING ISSUED, A FIRE STATION SHALL BE CONSTRUCTED AS OUTLINED IN THE REQUIRED DEVELOPMENT AGREEMENT.

6. FEDERAL, STATE, AND LOCAL AGENCIES:

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

7. DEVELOPMENT AGREEMENT:

THIS DEVELOPMENT WILL BE SUBJECT TO A DEVELOPMENT AGREEMENT BETWEEN MARK IV CAPITAL AND CITY OF FERNLEY, TO BE RECORDED IN LYON COUNTY. IN PLACES WHERE CITY OF FERNLEY MUNICIPAL CODE AND THE DEVELOPMENT AGREEMENT ARE INCONSISTENT, THE DEVELOPMENT AGREEMENT SHALL TAKE PRECEDENCE. IN PLACES WHERE THE HANDBOOK AND THE DEVELOPMENT AGREEMENT ARE INCONSISTENT, THE DEVELOPMENT AGREEMENT SHALL TAKE PRECEDENCE.

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8. COMPLIANCE WITH STUDIES:

THE RECOMMENDATIONS AND/OR MITIGATION MEASURES OUTLINED IN ALL PROJECT STUDIES (WATER, SEWER, DRAINAGE, TRAFFIC, ETC.) SHALL BE FOLLOWED PER THE TIMELINES IDENTIFIED IN THE STUDY OR THE DEVELOPMENT AGREEMENT.

9. NOT AN APPROVAL FOR CONSTRUCTION:

THE APPROVAL OF THIS PLANNED DEVELOPMENT IS NOT AN APPROVAL FOR CONSTRUCTION, INCLUDING GRADING, UTILITIES, AND/OR INDIVIDUAL BUILDINGS. NO LAND SHALL BE USED OR DIVIDED, AND NO STRUCTURE SHALL BE CONSTRUCTED, OCCUPIED, ENLARGED, ALTERED, MOVED, OR REMOVED UNTIL:

- A. THE DEVELOPMENT AGREEMENT IS APPROVED AND RECORDED,
- B. ALL APPLICABLE DEVELOPMENT REVIEW AND APPROVAL PROCESSES HAVE BEEN FOLLOWED,
- C. ALL APPLICABLE APPROVALS HAVE BEEN OBTAINED, AND
- D. ALL REQUIRED PERMITS AND AUTHORIZATIONS TO PROCEED HAVE BEEN ISSUED.

10. DEVELOPMENT HANDBOOK:

THE DEVELOPMENT HANDBOOK SHALL NOT BE RECORDED OR EFFECTIVE UNTIL THE FOLLOWING MODIFICATIONS ARE MADE.

- A. DELETE OPEN SPACE SECTION AND REVISE TO CONFORM TO THE DEVELOPMENT AGREEMENT.
- B. REMOVE OR MODIFY THE APPROVAL PROCESS FOR TENTATIVE SUBDIVISION MAPS. THE PROCESS SHALL CONFORM WITH CITY OF FERNLEY CODE SECTION 32.03.060 (LAND DIVISION) AND NRS SECTION 278.349, EXCEPT AS OTHERWISE PROVIDED IN THE DEVELOPMENT AGREEMENT.
- C. ADD TO SECTION 3.2.3 TO READ: "COMMERCIAL USES LOCATED WITHIN ONE QUARTER MILE OF INTERSTATE 80 SHALL INCLUDE TRUCK PARKING SPACE(S) WITHIN THEIR PARKING LOTS".
- D. MODIFY SECTION 3.2.7(E) TO READ: "A LOADING AREA SHALL BE PROVIDED FOR EACH COMMERCIAL BUILDING, OR OTHER ACCOMMODATIONS SHALL BE MADE".
- E. MODIFY THE FIRST SENTENCE OF SECTION 1.5.4 STRIKING OUT "UNLESS A CONDITIONAL USE PERMIT IS REQUIRED".
- F. MODIFY THE TITLE OF SECTION 1.4.2 TO SAY: "EFFECTIVE DATE".
- G. SECTION 1.5.7-ADMINISTRATOR REVIEW AND ACTION-MODIFY THE SECOND SENTENCE TO SAY: "AFTER REVIEWS ARE COMPLETE AND THE TENTATIVE MAP HAS BEEN APPROVED, THE ADMINISTRATOR SHALL...".
- H. SECTION 1.2-PARAGRAPH 3: DELETE SECOND AND THIRD SENTENCES AND REPLACE WITH THE FOLLOWING LANGUAGE AND RELEVANT SECTIONS IDENTIFIED: "SPECIFIC RESPONSIBILITIES FOR THE IMPROVEMENT AND MAINTENANCE OF PUBLIC AREAS AND INFRASTRUCTURE ARE FURTHER ADDRESSED IN SECTIONS ____ OF THIS HANDBOOK".
- I. SECTION 1.3.7-PARAGRAPH 2: DELETE THE PHRASE "AND ALL APPLICABLE AFOREMENTIONED CONTROLLING DOCUMENTS" FROM THE LAST SENTENCE. THE CITY CANNOT ENFORCE THE CC&RS.
- J. SECTION 1.3.7-PARAGRAPH 2: DELETE THE LAST SENTENCE AND REPLACE WITH THE LANGUAGE FROM DEVELOPMENT CODE SECTION 32.06.140(H) (PLANNED DEVELOPMENT).
- K. SECTION 1.4.5-FIRST PARAGRAPH: REPLACE THE SECOND SENTENCE WITH THE FOLLOWING: "FURTHERMORE, PURSUANT TO NRS 278.0201, THE ORDINANCES, RESOLUTIONS, OR REGULATIONS APPLICABLE TO VICTORY MPA 1 AND GOVERNING THE PERMITTED USES IN IT, THE DENSITY AND STANDARDS FOR DESIGN, IMPROVEMENTS, AND CONSTRUCTION ON IT ARE THOSE IN EFFECT AT THE TIME OF ADOPTION OF THIS HANDBOOK, EXCEPT AS OTHERWISE PROVIDED IN THE DEVELOPMENT AGREEMENT".
- L. SECTION 1.5.2: THIS SECTION SHALL TRACK THE LANGUAGE IN THE REVISED PLANNED DEVELOPMENT CODE REGARDING MAJOR AND MINOR DEVIATIONS. CLARIFY THAT, PURSUANT TO NRS 278A.570(3), ARCHITECTURAL REVIEW COMMITTEE APPROVAL IS REQUIRED BEFORE AN APPLICATION FOR MAJOR/MINOR DEVIATIONS ARE SUBMITTED TO THE CITY.

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- M. SECTION 1.5.3: STRIKE THIS SECTION ENTIRELY. THE MAJOR DEVIATION PROCEDURE SHALL REPLACE THE VARIANCE PROCEDURE AS OUTLINED IN SECTION 32.06.140 OF THE DEVELOPMENT CODE.
- N. SECTIONS 1.5.4, 1.5.5, 1.5.6, AND 1.5.7: ADD NUMBERED SUBHEADINGS TO EACH STEP OF THE PROCESS.
- O. CHAPTER 2: MOVE FIGURE 2-1 TO SECTION 2.1.
- P. WHEN REFERENCING THE FERNLEY MUNICIPAL CODE, IDENTIFY THE NAME OF THE SECTION ALONG WITH THE NUMBER.
- Q. ADD MAINTENANCE OF SIGNS TO SECTION 3.2.5 OR STATE THAT THIS IS COVERED BY THE CC&RS.
- R. SECTION 2.3.7(A)-FIRST PARAGRAPH: LANGUAGE IS TOO VAGUE. PROVIDE MORE SPECIFIC LANGUAGE OF LANDSCAPE/IRRIGATION MAINTENANCE STATING THAT THIS MAINTENANCE IS THE RESPONSIBILITY OF THE MASTER DEVELOPER, ARCHITECTURAL REVIEW COMMITTEE, AND/OR INDIVIDUAL PROPERTY OWNERS; NOT THE CITY OF FERNLEY.
- S. SECTION 2.2.3-RAIL: APPLICANT SHALL ADD THE FOLLOWING AFTER THE FIRST SENTENCE: "THE CITY OF FERNLEY WILL NOT BE REQUIRED TO OBTAIN PERMITS FROM THE UPRR TO WORK WITHIN THE PROPOSED PRIVATELY OWNED RAIL EASEMENTS AND SHALL NOT BE REQUIRED TO MAINTAIN RAILROAD LIABILITY INSURANCE WHILE WORKING WITHIN THE PRIVATELY OWNED RAIL EASEMENTS".
- T. SECTION 2.7-STREET LIGHTING: APPLICANT SHALL ADD STREET LIGHTING AT AN INTERVAL OF 750' BETWEEN INTERSECTION AND DRIVEWAYS.
- U. SECTION 2.8-ACCESS TO EXISTING CITY FACILITIES: APPLICANT SHALL ADD THE FOLLOWING SENTENCE TO THE END OF SECTION 2.8: "THE PROPOSED ACCESS ROAD SHALL BE DESIGNED IN COMPLIANCE WITH THE INTERNATIONAL FIRE CODE AND SHALL ACCOMMODATE THE TURNING RADIUS OF APPLICABLE FIRE APPARATUS AND A WB-67 TRUCK. THE GATE SHALL BE AN AUTOMATIC GATE COMPARABLE TO THE EXISTING GATE INSTALLED AT THE FACILITY. THE FINAL ALIGNMENT AND DESIGN OF THE PROPOSED ACCESS ROAD SHALL BE TO THE APPROVAL OF THE PUBLIC WORKS DIRECTOR AND CITY ENGINEER. SHOULD THE PROPOSED ACCESS NOT BE APPROVED, THE EXISTING ACCESS SHALL BE MAINTAINED AT NO COST TO THE CITY OF FERNLEY".
- V. SECTION 4.1.1-DRAINAGE/FLOOD CONTROL: APPLICANT SHALL CORRECT THE NUMBERING OF THE UTILITY SECTIONS STARTING WITH DRAINAGE/FLOOD CONTROL.
- W. SECTION 4.2.1-CONCURRENCY OF INFRASTRUCTURE AND FACILITIES: APPLICANT SHALL CORRECT THE TABLE TO INDICATE THAT ALL BENEFITTED PRIVATE PARTIES TO BE THE CAPITAL FUNDING SOURCE FOR WATER SUPPLY SYSTEM INFRASTRUCTURE AND WASTEWATER TREATMENT CAPACITY.



PUD Handbook Application Submittal – August 15, 2023

Amended for Staff Comments – September 15, 2023

VICTORY LOGISTICS DISTRICT PLANNED UNIT DEVELOPMENT HANDBOOK

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CHAPTER 1 INTRODUCTION AND IMPLEMENTATION

1.1 VICTORY MASTER PLAN AREA

Victory Master Plan Area (MPA) 1 consists of approximately 2,173.46 acres of land, as is part of Mark IV Capital's larger, approximately 4,300-acre project known as the Victory Logistics District. Victory MPA 1 is generally located south of Interstate 80, east of Nevada Pacific Parkway, and north of US Highway 50. Figure 1-1 (below) depicts the project location.



Figure 1-1 – Victory MPA 1

Victory MPA 1 consists of 11 existing parcels as shown below in Table 1.

Table 1-1 – Victory MPA 1 Parcels

Assessor's Parcel Number (APN)	Area (Acres)
021-201-01	668.12
021-201-16	620.00
021-211-02	41.27
021-211-03	5.00
021-211-04	2.57
021-211-06	7.03
021-242-11	8.19
021-242-17	616.12
021-251-25	35.41
021-261-43	136.64
021-261-44	33.29
TOTAL	2,173.64

1.2 PURPOSE

The purpose of this Development Handbook (the “Handbook” or “Development Handbook”) is to provide a master development plan and development standards for the land comprising the Victory Master Planned Area, as shown in Figure 1-1 (“Victory MPA 1”), while assuring that the stated desired level of quality and concurrent infrastructure is achieved. This Handbook is not intended to limit creativity or prevent variation necessary to respond to unique site conditions, but rather to establish guidelines that will assure the delivery of consistent measures of design quality and engineering standards that meet or exceed the expectations for a state-of-the-art modern industrial project.

This handbook contains five (5) chapters that set forth the design allowances, standards and guidelines for the development of the Victory MPA 1 area. Chapter 1 (this chapter) provides an introduction and implementation rules and procedures for the MPA 1 area. Chapter 2 of the Handbook contains standards and regulations relative to development, which will establish the development standards for Victory MPA 1. Chapter 3 contains standards and parameters relative to design and architecture which establish the theme and quality of new development within Victory MPA 1. Chapter 4 summarizes infrastructure improvements and phasing while Chapter 5 provides for standards to be implemented during the construction phase(s).

All improvements shall be designed consistent with the standards and guidelines set forth herein. Maintenance of dedicated public areas and public improvements within Victory MPA 1, including streets, trails, storm water infrastructure, water infrastructure, and wastewater infrastructure, will be the responsibility of the City of Fernley. Specific responsibilities for the improvement and maintenance of these areas are further addressed in Chapters Two, Three, and Four of this Handbook.

1.3 VISION

Victory MPA 1 is an opportunity to create a large-scale employment center within the City of Fernley which will have a significant positive impact on the local economy. It is envisioned that Victory MPA 1 will create thousands of new jobs for those within the community (both existing and in the future). Victory MPA 1 can easily become an economic engine for the City of Fernley, providing a diverse tax base and improving the quality of life for City residents through the creation of higher wage jobs, employment diversification, and new opportunities currently unavailable in the marketplace. Fernley will become an industrial and employment hub with benefits that stretch well beyond the City's limits.

Victory MPA 1's diverse range of employment generating uses will extend from distribution warehouses and E Commerce to heavily automated high end manufacturing facilities and data centers. The project is anticipated to appeal to national and international companies seeking to avoid the ports and leverage the continental rail system, as well as those national companies looking to repatriate their operations driven by on-shore and near-shore dynamics. Commercial uses will complement the industrial core of the project as well as serve area residents and travelers along the Interstate 80 corridor.

The size and scale of Victory MPA 1 will require a significant investment in infrastructure by Mark IV Capital Properties, Inc., a California corporation ("Master Developer") as detailed in the subsequent chapters of this Handbook. New infrastructure improvements will be completed in a logical and sequential manner as future development demands dictate through each phase of the project, and the impacts of that expansion can be expected to last for decades. The depth of the employment base and diversity of the types of companies and well-paying jobs will drive direct employment and accelerate growth in related service industries.

Victory MPA 1's scope makes it a unique opportunity for the City of Fernley. The overall size and forecasted lifespan of the project require both the flexibility to respond to the "ebb and flow" of changes in market demand, technology standards and tenant requirements, and assurances that up-front investments made in anticipation of future development will be protected against sudden changes in public or private priorities. The need to balance flexibility and certainty is best met through this Handbook's planned development concept, as buttressed by the accompanying Development Agreement for Victory MPA 1 between the City and Master Developer (the "Development Agreement"), which together grant all stakeholders both the ability to adapt to change and diminish the risk that future changes will not unreasonably disturb settled expectations.

1.3.1 GUIDING PRINCIPLES

Victory MPA 1 is planned to become a nationally recognized hub of industrial development and logistical transport with immediate regional access to the surrounding 11 western states. Its rail infrastructure will deliver a diminished carbon footprint compared to the truck traffic it displaces and will provide a viable alternative to the dramatically more expensive and unreliable timing that has defined the ports and ocean bound shipping costs in recent years. From this vision, four guiding principles have been established to guide the development, growth, and design of Victory MPA 1. Each principle serves as a foundation for the vision that will create a desirable and successful project.

1. Efficient Land Use Patterns
2. Concurrency of Infrastructure and Public Services
3. Business Diversity
4. Economic Sustainability

1.3.2 EFFICIENT LAND USE PATTERN

The integration and concentration of a land uses within Victory MPA 1 is designed to maximize infrastructure efficiency, provide safe, logical, and convenient access, and provide an employment and revenue generating center for the City of Fernley. The mixture of commercial and industrial uses at varying levels of densities and intensities creates a synergy that attracts new businesses and provides for opportunities that cannot be found elsewhere in the marketplace. This will help to promote sustainable growth for the City of Fernley and foster a community where residents can live, work, and play.

1.3.3 CONCURRENCY OF INFRASTRUCTURE AND PUBLIC SERVICES

As described more fully in Chapter 4 below, new uses operating within Victory MPA 1 shall be required to demonstrate concurrent expansion of road and utility infrastructure to ensure that the transition and full integration of the incremental demands generated by proposed developments will be in place at the time of issuance of certificate of occupancy. It is anticipated that the planned infrastructure shall be undertaken and delivered by the Master Developer and thereafter dedicated to the City of Fernley (in accordance with this Handbook, the Development Agreement, or other future agreements between the City and parties initiating new development) and subject to the standards contained herein. Any standards not contained herein shall be per the City Code and standards or the applicable agency's code and standards.

1.3.4 CONCURRENCY OF INFRASTRUCTURE AND PUBLIC SERVICES

Victory MPA 1 shall provide concurrent expansion of road and utility infrastructure to be in place at the time of issuance of certificate of occupancy. This is described further in section 1.3.7.

1.3.5 BUSINESS DIVERSITY

The Victory MPA 1 Land Use Plan and table of allowed uses (refer to Chapter 2) provides opportunities for a diverse range of industrial uses including, but not limited to, manufacturing, warehousing/distribution, office, etc. This will serve to attract a wider range of users/businesses to the area. In turn, the project is anticipated to generate a variety of job opportunities across a diverse set of employers for residents of the region, including those that appeal to a wider range of skill sets and abilities.

1.3.6 ECONOMIC SUSTAINABILITY

Victory MPA 1 includes a land use mix that encourages job creation and economic growth. The Master Developer will market its Victory project intelligently by drawing reputable corporations, new and expanding firms, and identifying industries that seek a prominent, top quality industrial center. This, coupled with the city's diverse choices in housing, commercial activity, and recreational amenities will serve help to create a thriving, self-sustaining project accessible to a wide range of the community's workforce and employers.

1.3.7 IMPLEMENTING THE VISION

The vision for Victory MPA 1 will be carried out through the guidance provided by the four overarching principles described above. Architectural standards and guidelines are also provided to ensure buildings within Victory MPA 1 achieve high quality measures of contemporary aesthetic design and high-quality engineering that deliver top of market, functional specifications. Innovative use of materials, methods of construction, and site planning proposed herein will ensure the quality, consistency, and character of the community as it develops over time. This Handbook will be used by the ARC and the City of Fernley as a guide for reviewing individual projects within Victory MPA 1. Additionally, in order to ensure the consistency of architectural design and quality, individual buildings will require approval of, or a waiver from, the Architectural Review Committee (ARC).

Since implementation of public and private improvements will occur in multiple phases, over many years, the standards and guidelines contained herein establish a common framework to guide individual improvement plans. The development of Victory MPA 1 is controlled and restricted by these development requirements contained within this Handbook. A development agreement between the Master Developer and the City of Fernley that provides appropriate encouragement and flexibility for the future envisioned development of the Victory MPA1 area. In addition to these two documents, the future construction and design of Victory MPA 1 will also be guided by the applicable City of Fernley codes and regulations, and by the terms and conditions of the applicable set of Covenants, Conditions, and Restrictions (the "CC&Rs"). The Master Developer shall administer development standards and requirements of this Handbook and the City of Fernley shall enforce the same and all applicable aforementioned controlling documents.

As described more fully in Chapter 4 below, new uses operating within Victory MPA 1 shall be required to demonstrate concurrent expansion of road and utility infrastructure to ensure that the transition and full integration of the incremental demands generated by proposed developments will be in place at the time of issuance of certificate of occupancy. It is anticipated that the planned infrastructure shall be undertaken and delivered by the Master Developer and thereafter dedicated to the City of Fernley (in accordance with this Handbook, the Development Agreement, or other future agreements between the City and parties initiating new development) and subject to the standards contained herein. Any standards not contained herein shall be per the City Code and standards or the applicable agency's code and standards.

1.3.8 VICTORY MPA 1 ENVISIONED LAND USE PATTERN

The Victory MPA 1 Land Use Pattern (depicted in Figure 1-2) identifies an anticipated mix of uses to provide an overall estimate of anticipated project intensity. This figure this is not intended to be construed as the project land use plan. Land use designations and allowed uses within the various areas of Victory MPA 1 are identified in Chapter 2 under development standards.

The anticipated and targeted major land uses foreseen with Victory MPA 1 include: commercial; data processing, hosting, and related services ("DC" or Data Center); distribution and light industrial; manufacturing; retail; and transload/switching facilities.

Of the 2,173.64 acres, the vast majority of the project is dedicated to industrial and employment generating land uses with the some locationally appropriate areas allowing for commercial uses to help support the future businesses and employees within Victory MPA 1.

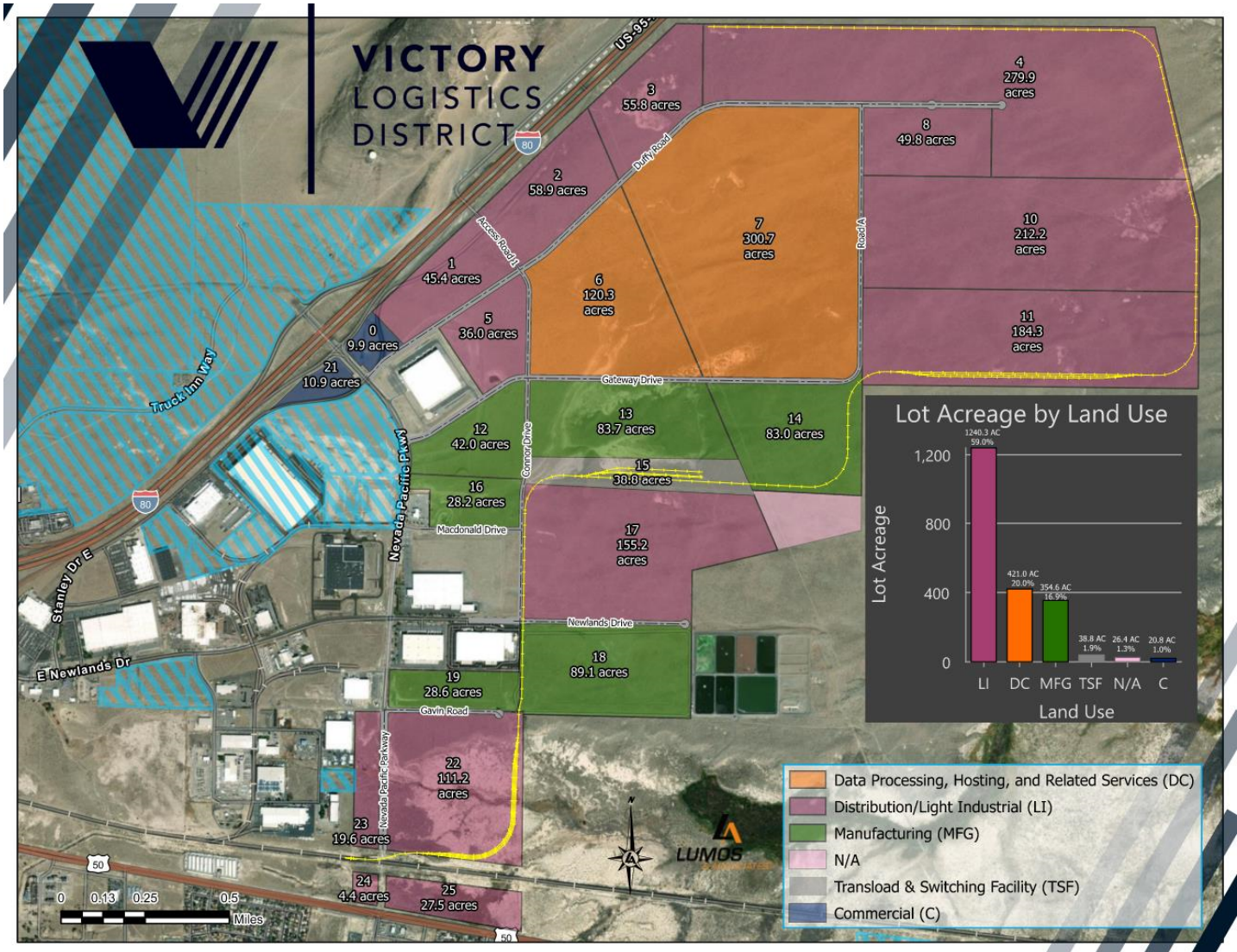


Figure 1-2 – Victory MPA 1 Land Use Areas

Table 1-2 (below) summarizes the currently anticipated mix of subcategory uses to be included within Victory MPA 1. While the final mix of uses will conform to the identified subcategories for Victory MPA 1, the actual share of each subcategory use will be determined by market demand and tenant needs.

Table 1-2 – Preliminary Land Use Summary

Land Use	Area (Acres)
Commercial	20.8
Data Center	421.0
Distribution/Light Industrial	1,240.5
Manufacturing	354.6
Transload & Switching Facilities	38.8
Roadway ROW	71.5
Detention Basin Parcel	26.4
TOTAL	2,173.6

The predominant use within the Victory Logistics District is planned to be industrial. This Handbook allows for appropriately located commercial uses and four distinct types of industrial land use classifications: data processing, hosting, and related services (“DC” or Data Center); Manufacturing ; Distribution/Light Industrial ; and Transload or Switching Facilities . The following is a description of each of the land use categories envisioned to be the predominate use types within Victory MPA 1. The descriptions are not intended to define or limit the categories but give a general overview of the typical uses and operations within each designation.

Commercial

The Commercial land use is generally expected to occur on the south side of Interstate 80 at the Nevada Pacific Parkway interchange. The intent of the R land use is to allow for freeway oriented commercial use that serves the needs of travelers along the interstate corridor, quick service retail/fast food, and other convenience retail to serve the daytime workforce which is forecast to expand dramatically as Victory MPA 1 expands in critical mass. Additionally, hotels are a permitted use within Retail that will provide lodging for visiting executives and other business travelers to headquarter facilities, temporary and permanent transition work forces and specialty task forces, and others that seek convenient freeway proximate hotel accommodations. Gaming facilities are allowed within Retail under a Conditional Use Permit within areas designated for Retail use.

Data Processing, Hosting, and Related Services (“DC” or Data Centers)

The DC use type envisions opportunities for large scale data centers. This may include facilities that centralize shared information technologies and operations including equipment for the purposes of storing, processing, and disseminating data and applications. Additionally, other uses may include evolving technologies, research facilities, robotics, and/or extensive material handling equipment, any of which may require transmission level power that requires on-site power substations and all of which shall be permitted uses within the DC category.

Manufacturing

Manufacturing (M) land use provides for the most intense industrial uses within Victory MPA 1. Businesses within the M designation will include the production, processing, repair, maintenance

or storage of goods and materials. The primary use of M facilities is focused on production rather than buying and selling.

Distribution/Light Industrial

DLI accounts for the largest land use category within Victory MPA 1 and supports the development of warehouse and distribution facilities. The category also supports logistics centers, smaller scale manufacturing, flex space, and similar type uses.

Transload & Switching Facilities

The TSF designation allows the ability to transfer cargo from one form of transportation to another on a large-scale basis, virtually always between trucking and rail transport. Examples include but are not limited to rail yards, switching facilities, and transloading from rail to alternate transportation modes (i.e. trucking). These uses also serve/complement the businesses envisioned within other Victory MPA 1 land use categories.

1.3.9 OPEN SPACE

Consistent with Nevada Revised Statutes (NRS) and City of Fernley Municipal Code requirements, land equal to not less than 10% of the overall Victory MPA 1 area will be provided/remain as open space. This equates to a total of 217± acres. To allow flexibility and provide for specific tenant/user needs, open space areas are not defined on the Victory MPA 1 Land Use Areas exhibit (Figure 1-2) or in the Land Use Plan (Figure 2-1). Instead, the Master Developer shall be responsible for demonstrating compliance with the 10% standard as development progresses through the project. The open space requirement is not implemented on a parcel-by-parcel basis. Rather, the 10% is an aggregate total of all land to be provided as open space, which land may be located within or include any of the following: (1) Victory MPA 1, (2) that certain 133 Acre historical easement located within APN 021-581-04 (a commonly held property located north of Interstate 80) or any land acquired by Master Developer that adds to the length or width of that historical easement) as Master Developer may designate as selected to satisfy any open space requirement for MPA 1 (the “California Emigrant Trail”), and/or (3) such other land contiguous to MPA 1 land as may be set aside by Master Developer to satisfy Victory MPA 1’s open space requirement. The 10% open space requirement may also be satisfied by dedication of areas located outside of Victory MPA 1 not included in the preceding sentence as may be approved by the City of Fernley as qualifying for that purpose. Finally, land area deed restricted in favor of the City as a “no build” zone or “native open space” area within parcels five acres or larger in size may be credited toward the 10% open space requirement.

Open space areas may include but not be limited to required landscaped and non-landscaped areas with slopes not exceeding 3:1, stormwater detention/retention facilities, land within easements for transmission and distribution of power, any landscape areas including center road medians (including hardscape, rock, and other ground cover) parkways, paths, and similar uses of land. Parking lots, roads, and railroad tracks (excluding landscape elements) may not be included in open space calculations.

1.4 HANDBOOK PROVISIONS

1.4.1 GENERAL PROVISIONS

This Handbook describes in general terms when, where and how development will occur within Victory MPA 1. It provides sufficient detail to establish the base qualitative standards for the project, along with design parameters to which each individual project built within Victory MPA 1 must conform. It is intended to offer design flexibility while at the same time maintaining minimum standards.

1.4.2 SEVERABILITY

This handbook shall take effect and be in force from and after the date of adoption.

1.4.3 AUTHORITY

This Handbook is enacted pursuant to the powers granted and limitations imposed by laws of the State of Nevada, including the statutory authority granted in Nevada Revised Statutes (NRS) Chapter 278, and all other relevant laws of the State of Nevada.

1.4.4 SEVERABILITY

If any section, subsection, sentence, or phrase of this Handbook is held to be invalid or unconstitutional by a court of competent jurisdiction for any reason, the remaining portions of this Handbook shall not be affected.

If any court of competent jurisdiction invalidates the application of any provision of this Handbook, then such judgment shall not affect the application of that provision to any other building, structure, or use not specifically included in that judgment.

If any court of competent jurisdiction invalidates any condition attached to the approval of an application for development, then such judgment shall not affect any other conditions or requirements attached to the same approval that are not specifically included in that judgment.

1.4.5 BINDING EFFECT OF HANDBOOK

Pursuant to NRS 278A.520, NRS 278A.570, and the Fernley Municipal Code, this Handbook cannot be modified or otherwise impaired by the action of the City without the consent of the Master Developer and any required landowner, except as specified in NRS 278.0205 and NRS 278A.410. Furthermore, pursuant to the Development Agreement and NRS 278.0201, the ordinances, resolutions or regulations applicable to Victory MPA 1 and governing the permitted uses in it, the density and standards for design, improvements and construction on it are those in effect at the time of adoption of this Handbook.

The standards set forth in this Handbook shall, in accordance with NRS 278A.570, supersede any zoning and subdivision statutes that may otherwise apply. In case of a conflict, this Handbook and any associated modifications/conditions required by the Fernley City Council at the time of adoption shall control. When not addressed by this Handbook, the provisions of the Fernley Municipal Code and the Development Agreement shall control.

1.4.6 MODIFICATIONS TO HANDBOOK

Upon adoption and recordation, the standards and requirements outlined within this Handbook shall take full effect. Any modification to these standards, land uses, densities, etc. that exceed 20% (refer to Section 1.5.2) shall require the review and approval of the Fernley Planning Commission. Modifications to the standards and text of this Handbook shall follow the text amendment process that identified in 32.03.040(d) of the Fernley Municipal Code. Changes to the PD boundary or land use plan shall be subject to the review of a Zoning Map Amendment (ZMA) as identified in 32.03.040(e) of the Fernley Municipal Code.

1.5 INDIVIDUAL PROJECT APPROVAL PROCESS

1.5.1 GENERAL PROVISIONS

Each Phase included in Victory 1A will be comprised of one or more industrial or commercial projects (each an “Individual Project”). Prior to development of an Individual Project, the project shall be reviewed to determine that it meets and conforms with the standards and guidelines of the Handbook, following the plan review approval process set forth in this Section. Subject to the binding effect of this Handbook and Section 1.4.2 above, all statutory public review requirements set forth in NRS shall remain in full effect and shall be applied to new development requests within Victory MPA 1.

The Victory Logistics District is a large and isolated industrial development, located in the northeast quadrant of Fernley on the edge of existing development. The future development of the site will largely only have significant impact on itself with respect to the division of land and proposed land use establishment. Due to this separated nature from the remainder of the existing community, all entitlement processing, including the tentative and final map processes are to be streamlined from the standard City of Fernley processes.

A developer or builder of an Individual Project is referred to hereinafter as the “Project Applicant.” Prior to submitting any plan or entitlement application for an Individual Project to the City for review and approval, a Project Applicant shall first obtain approval of the relevant plans from the ARC, pursuant to a review and certification process as set forth in the CC&Rs. After obtaining such certification, the plans shall be submitted to the City of Fernley Planning Department to assure that each Individual Project meets or exceeds the Development Standards (see Chapter 2) and fits within the Design Standards and Guidelines (see Chapter 3) established by this Handbook, subject to the Development Agreement and applicable city code requirements.

Furthermore, whenever the City (in all the foregoing capacities), at any time in the approval processes set forth in Section 1.5.2 of this Handbook, denies the request of a Project Applicant or grants its approval subject to conditions, the City shall state in writing with specificity the standards, guidelines or parameters with which the Individual Project fails to conform. If the Project Applicant does not accept the City’s conclusions or conditions, the Project Applicant may appeal the decision through the defined means under each approval process.

All action taken by the City, in any capacity, with respect to review and decision upon an Individual Project shall be subject to the Development Agreement including, without limitation, the

provisions therein regarding the laws and regulations to apply to determinations on Individual Projects. Subject to the Development Agreement, (i) in the event of any conflict between the plan review process set forth in this Handbook and any other review process used by the City, this Handbook shall control, and (ii) where this Handbook is silent on a particular approval procedure, the Fernley Municipal Code or other regulations governing development of land shall apply.

1.5.2 MINOR AND MAJOR DEVIATIONS

The City Administrator may grant a “Minor Deviation” of up to twenty percent (20%) from the standards and guidelines in the Handbook, so long as such deviation will not impair the purpose of the Handbook. A minor deviation shall not be granted to change required gross open space acreage or relocate any approved land use designations as shown on the Land Use Plan, as set forth on Figure 2-1 of this Handbook. In accordance with the Fernley Municipal Code, the Administrator may grant Minor Deviations from requirements established for a land use district without conducting a hearing if the applicant for a minor deviation obtains the written consent of the ARC. Minor deviations include, but are not limited to, adjustments of the location and/or dimensions of buildings, configuration of parking areas and internal roadways, etc., providing such adjustments do not change any backbone roadway routes or intersections.

A minor deviation shall follow the process and procedures defined in 32.03.090(c) with the exception of the allowance of deviating up to 20% from a handbook standard. The minor deviation must be approved by the ARC, in addition to the city review and approval.

The City may grant a “Major Deviation” between twenty percent (20%) and fifty (50%) with review and approval by the Fernley Planning Commission.

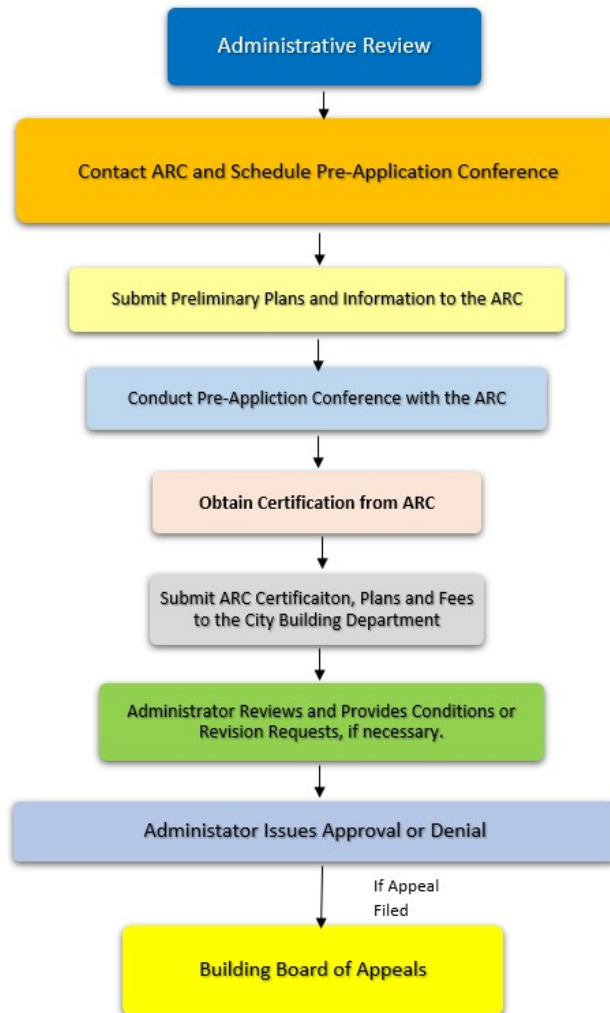
A major deviation shall follow the process and procedures defined in 32.03.090(a) with the exception of the allowed range of deviation from the Handbook standard shall be 20% to 50%. A major deviation must be approved by the ARC, in addition to the city review and approval.

1.5.3 VARIANCES

The City of Fernley may grant a variance for deviations that are greater than 50% of the required standard.

A variance request shall follow the process and procedures defined in 32.03.090(d). A variance request must be approved by the ARC, in addition to the city review and approval.

1.5.4 ADMINISTRATIVE REVIEW PROCESS



All new building construction will require an Administrative Review unless a Conditional Use Permit is required, as dictated by Table 2-1, Land Use Matrix. The review process for Individual Projects consists of three distinct, but interrelated phases:

- 1) The first phase is the pre-application process with the ARC. It is during this phase that a Project Applicant becomes familiar with the application requirements and obtains feedback on preliminary design ideas.
- 2) The second phase is the ARC review/certification process.
- 3) The third phase consists of the City's building permit process for approving the Individual Project. Here the City will make its determination as to whether the Project meets and conforms to the standards set forth in this Handbook. City staff will be involved in the approval as outlined below.

It is incumbent upon the Project Applicant to become familiar with the City's building permit review process and application requirements.

PHASE I: PRE-APPLICATION PROCESS

Step 1: A Project Applicant contacts the ARC to clarify the handbook requirements relative to the Individual Project and contacts the City of Fernley Planning Department to request a pre-application meeting clarify the requirements, standards and policies as identified in this Handbook and applicable sections of the Fernley Municipal Code (FMC) and requests a pre-application conference with the City of Fernley.

Step 2: The Project Applicant submits to the ARC a preliminary site analysis, site plan, landscape concept, grading concept, and preliminary or conceptual utility and infrastructure plan.

Step 3: The Project Applicant attends a pre-application conference with the ARC. The Project Applicant obtains feedback from attendees and obtains the necessary application(s) and submittal requirements.

PHASE II: ARC APPROVAL PROCESS

Step 4: The Project Applicant obtains certification of its plans from the ARC ("Victory Certification").

PHASE III: CITY OF FERNLEY APPROVAL PROCESS

Step 5: A Project Applicant submits the Victory Certification, required fee(s) and completed application(s) to the City of Fernley Building Department for review, following the City of Fernley Application Checklist (obtained from the city) for the associated application request. The application is reviewed for completeness by City staff and distributed to appropriate City departments and commenting agencies for comments.

Completeness. Completeness of an application is determined by the following:

1. An application is not complete until all necessary items are submitted as identified and applicable in the associated City of Fernley application requirements checklist.
2. The city will not process incomplete applications. Review for completeness of application forms is solely to determine whether preliminary information required for submission with the application is sufficient to allow further processing. It does not constitute a decision as to whether an application complies with this chapter.
3. Within 15 working days after an application is received, the administrator shall determine whether the application is complete and send a written notice of the determination to the applicant. The administrator shall specify those parts of the application that are incomplete and will indicate how they can be made complete. The administrator and the decision-making agency are not obligated to further review the application until the required information is provided.

If the administrator determines that the application is still not complete, the applicant may appeal that determination to the city council by filing a written notice of appeal with

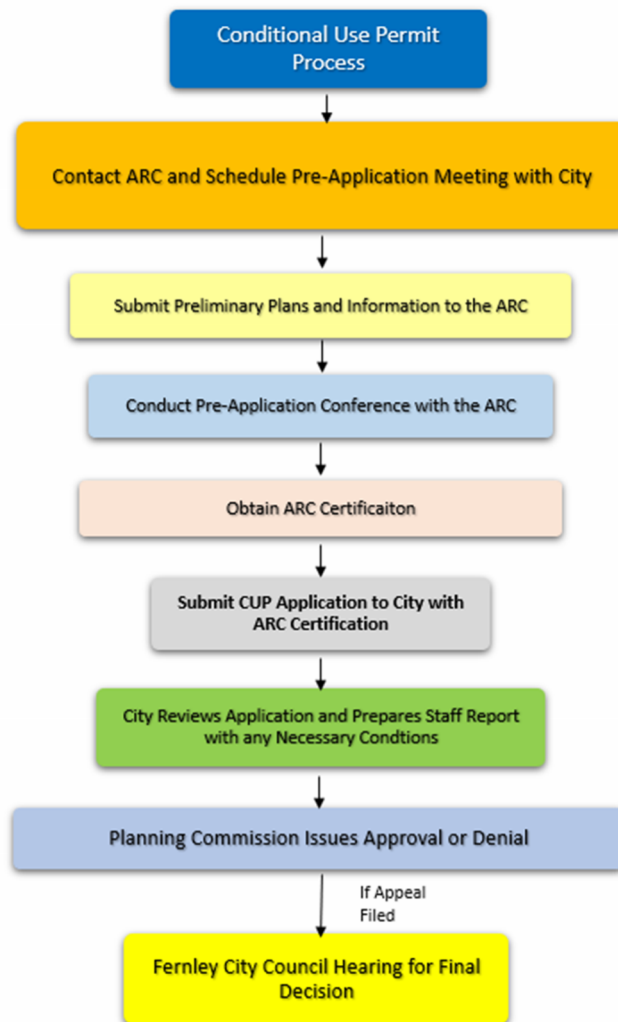
the administrator. The notice of appeal shall be filed within ten days after the administrator's determination. The city council shall issue a written determination on the appeal within 60 days after receipt of the notice of appeal.

4. Nothing in this section precludes an applicant and the city from mutually agreeing to an extension of any time limit provided by this section.

Step 6: The Administrator will review the Individual Project's conformance with the development standards and design parameters set forth in this Handbook. City staff approves/denies the Individual Project and submits a letter to the Project Applicant specifying any conditions necessary to bring the project into conformance with the applicable portions of city code. If the Project Applicant does not accept staff's conclusions or conditions, the Project Applicant may exercise its Appeal Rights, appealing the administrator's to Building Board of Appeals or other body or individual designated by the City Manager.

Step 7: Submit for Building Permit

1.5.5 CONDITIONAL USE PERMIT PROCESS



Uses requiring a conditional use permit, as dictated by Table 2-1, Land Use Matrix shall follow this process. The review process for Individual Projects consists of three distinct, but interrelated phases:

- 1) The first phase is the pre-application process with the ARC. It is during this phase that a Project Applicant becomes familiar with the application requirements and obtains feedback on preliminary design ideas.
- 2) The second phase is the ARC review/certification process.
- 3) The third phase consists of the City's conditional use permit process for approving the Individual Project. Here the City will make its determination as to whether the Project meets and conforms to the standards set forth in this Handbook. City staff will be involved in the approval as outlined below.

It is incumbent upon the Project Applicant to become familiar with the City's building permit review process and application requirements.

PHASE I: PRE-APPLICATION PROCESS

Step 1: A Project Applicant contacts the ARC to clarify the requirements, standards and policies as identified in this Handbook and applicable sections of the Fernley Municipal Code (FMC) and requests a pre-application conference with the City of Fernley.

Step 2: The Project Applicant submits to the ARC a preliminary site analysis, site plan, landscape concept, grading concept, and preliminary or conceptual utility and infrastructure plan.

Step 3: The Project Applicant attends a pre-application conference with the ARC. The Project Applicant obtains feedback from attendees and obtains the necessary application(s) and submittal requirements.

PHASE II: ARC APPROVAL PROCESS

Step 4: The Project Applicant obtains certification of its plans from the ARC ("Victory Certification").

PHASE III: CITY OF FERNLEY APPROVAL PROCESS

Step 5: A Project Applicant submits the Victory Certification, required fee(s) and completed conditional use permit application(s) to the City of Fernley Planning Department for review, following the City of Fernley Application Checklist (obtained from the city). The application is reviewed for completeness by City staff and distributed to appropriate City departments and commenting agencies for comments.

Completeness. Completeness of an application is determined by the following:

1. An application is not complete until all necessary items are submitted as identified and applicable in the associated City of Fernley application requirements checklist.
2. The city will not process incomplete applications. Review for completeness of application forms is solely to determine whether preliminary information required for submission with the application is sufficient to allow further processing. It does not constitute a decision as to whether an application complies with this chapter.
3. Within 15 working days after an application is received, the administrator shall determine whether the application is complete and send a written notice of the determination to the applicant. The administrator shall specify those parts of the application that are incomplete and will indicate how they can be made complete. The administrator and the decision-making agency are not obligated to further review the application until the required information is provided.

If the administrator determines that the application is still not complete, the applicant may appeal that determination to the city council by filing a written notice of appeal with the administrator. The notice of appeal shall be filed within ten days after the

administrator's determination. The city council shall issue a written determination on the appeal within 60 days after receipt of the notice of appeal.

4. Nothing in this section precludes an applicant and the city from mutually agreeing to an extension of any time limit provided by this section.

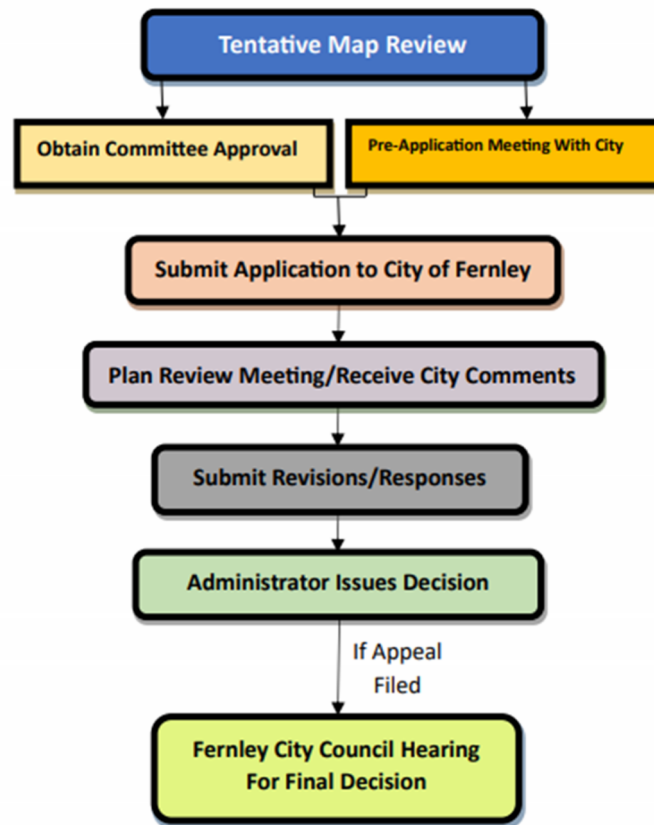
Step 6: The Administrator will review the Individual Project's conformance with the development standards and design parameters set forth in this Handbook. City staff will prepare a staff report with a recommendation as well as any conditions necessary to bring the project into conformance with the application portions of city code.

A planning commission will schedule the Individual Project for a Planning Commission hearing. approves/denies the Individual Project and submits a letter to the Project Applicant specifying any conditions necessary to bring the project into conformance with the applicable portions of city code. If the Project Applicant does not accept staff's conclusions or conditions, the Project Applicant may exercise its Appeal Rights, appealing the administrator's to Building Board of Appeals or other body or individual designated by the City Manager.

Step 7: A Planning Commission public hearing will be held to approve the Conditional Use Permit. The Planning Commission shall be the final decision-making body for Conditional Use Permit applications in the absence of an appeal. If an appeal is filed, a public hearing is held before the City Council to approve the Conditional Use Permit.

Step 8: Submit for Building Permit

1.5.6 TENTATIVE MAP/SUBDIVISION PROCESS



Applicability - Tentative maps shall be required for all nonexempt subdivisions consisting of five or more lots. The property included within the boundaries of the proposed tentative map shall coincide with platted lands or deed boundaries or must be platted prior to the recordation of the first final map.

Application filing - Applications for tentative maps shall be submitted to the administrator.

Plan Review Meeting - The Project Applicant attends a Plan Review meeting(s) with the appropriate City departments to discuss the application and offer comments. The Administrator will review the Individual Project's conformance with the Development Standards and Design Parameters set forth in this Handbook. City staff will provide written comments of any areas that need to be addressed prior to rendering a decision, if any exist.

Resubmittal - If comments were provided that need to be addressed, the Project Applicant shall resubmit information addressing the comments that were provided by staff at the Plan Review meeting.

Administrator review and decision - The administrator shall review each proposed tentative map in light of the approval criteria of this subsection and the requirements of this handbook

and development agreement and distribute the application to other review agencies, including those required by NRS. Based on the results of those reviews, the administrator shall provide an approval, approval with conditions or a denial of the tentative map. The administrator shall take action on the tentative map within 60 days of the application being deemed complete.

Tentative map approval criteria

Review and decisions. Review and decisions on tentative maps shall be based on consideration of all of the following criteria:

1. Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal;
2. Availability of water that meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;
3. Availability and accessibility of utilities;
4. Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks;
5. Consistency with the zoning district regulations;
6. Conformity with the master streets and highways plan;
7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision;
8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties;
9. Recommendations and comments of reviewing bodies;
10. Conformity to the master sewer and water utility plan; and
11. Compliance with this Handbook and all other applicable regulations.

Appeals.

Applicability. This section applies to any decision of the planning commission, administrator, or any other person appointed or employed by the city council who is authorized to make administrative decisions regarding the use of land under this title.

Who May Appeal a Tentative Map Decision

The Project Applicant or any person aggrieved may appeal a decision if they claim that:

1. The intent of a standard in this title was incorrectly interpreted;
2. This title does not apply;
3. A better form of design is proposed that does not require a waiver of the requirements of this title; or

4. The decision would violate state or federal law.

The right to appeal to the city council is waived upon failure to comply with the procedures set forth in this section.

Initiation.

The appeal is initiated by filing a written notice of appeal with the city clerk which identifies all pertinent issues within 11 days after the action or decision.

The mayor or any member of the city council may request review of the administrator's or planning commission's action or decision with a written notice to the city clerk or orally at a meeting of the city council. Any such notice must be made within 11 days after the action or decision.

Completeness. Completeness of an application is determined by the following:

1. An application is not complete until all necessary items are submitted as identified and applicable in the associated City of Fernley application requirements checklist.
2. The city will not process incomplete applications. Review for completeness of application forms is solely to determine whether preliminary information required for submission with the application is sufficient to allow further processing. It does not constitute a decision as to whether an application complies with this chapter.
3. Within 15 working days after an application is received, the administrator shall determine whether the application is complete and send a written notice of the determination to the applicant. The administrator shall specify those parts of the application that are incomplete and will indicate how they can be made complete. The administrator and the decision-making agency are not obligated to further review the application until the required information is provided.

If the administrator determines that the application is still not complete, the applicant may appeal that determination to the city council by filing a written notice of appeal with the administrator. The notice of appeal shall be filed within ten days after the administrator's determination. The city council shall issue a written determination on the appeal within 60 days after receipt of the notice of appeal.

4. Nothing in this section precludes an applicant and the city from mutually agreeing to an extension of any time limit provided by this section.

Notice. No specific notice is required by this Code. The city will provide notice by mail or email to the Project Applicant or aggrieved parties who request personal notice.

Decision.

The city clerk shall set the matter for public hearing at the next available regular meeting of the city council.

The city council shall review the matter de novo.

The city council may affirm, modify, remand for further consideration or reverse the action or decision.

The city council shall render its decision within 60 days after a complete appeal is filed.

Approval criteria. In deciding an appeal, the Fernley City Council will consider:

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

The decision of the Fernley City Council is a final decision for the purpose of judicial review.

Subsequent applications. If, upon appeal to the City Council, a tentative map is denied, a new application may be submitted, without delay to address the issues that were identified causing the denial.

Judicial Review of Appeals.

Any person who has appealed a decision to the governing body in accordance with this section and is aggrieved with the decision of the Fernley City Council may appeal the decision, pursuant to NRS Ch. 278, to a court having competent jurisdiction by filing a petition for judicial review within 25 days after the date of filing of notice of the decision with the clerk of the Fernley City Council.

Scope of approval. Any permit or decision rendered under this chapter shall comply with any order of the city council, as modified or reversed by a final decision on judicial review.

Recordkeeping. The city clerk will maintain a record of all appeals as provided by the city Charter and Nevada law.

Lapse of approval. An approved tentative map shall lapse and be of no further force and effect four years after the date of tentative map approval by the planning commission unless one of the following occurs:

1. A final map for the subdivision is recorded; or
2. The first of a series of final maps covering a portion of the approved tentative map is recorded. Subsequently, the subdivider shall record a series of final maps, each covering a portion of the approved tentative map, within successive two-year periods after the date of recordation of the latest final map in the series.

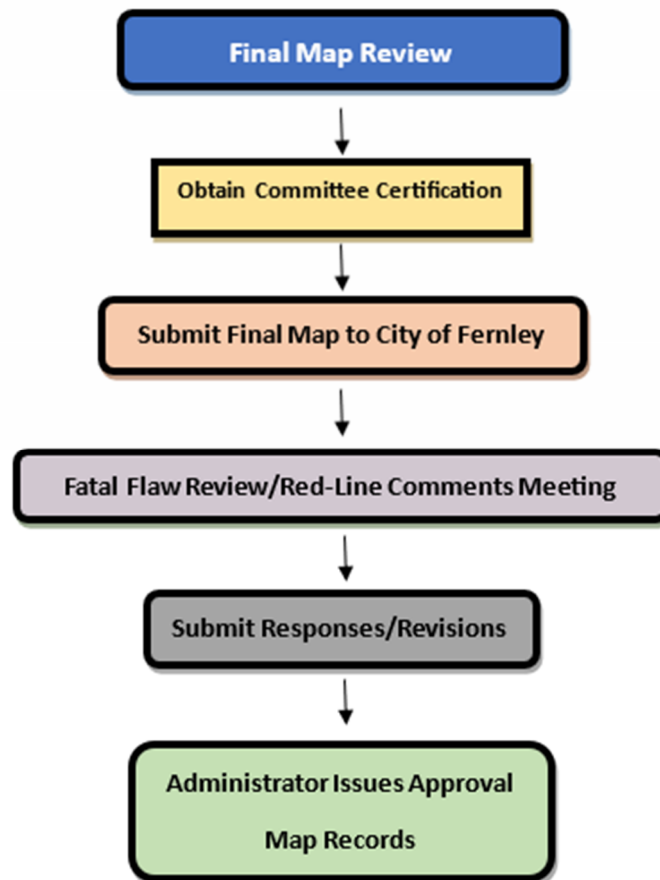
If the subdivider fails to record a final map for any portion of the tentative map within four years after the date of approval of the tentative map or within two years after the date of recordation of the most recently recorded final map, all proceedings concerning the subdivision are terminated.

The City Council may grant an extension of time of up to two years for the recordation of any final map in cases where the subdivider is presenting a series of successive final maps. If the subdivider is submitting final maps for a phased subdivision in a timely manner, no new requirements or conditions other than those imposed on each of the final maps in the series may be placed on the final map when an extension of time is granted unless the requirement is directly attributable to a change in applicable laws that affect the public health, safety or welfare.

Amendments to approved tentative subdivision maps. Amendments to approved tentative maps or conditions of approval shall be processed in the same manner as the original application for division of land.

1.5.7 FINAL MAP PROCESS

The final map processes may be expedited to run concurrently with the tentative map processes, at the discretion and risk of the Project Applicant.



Application filing. Applications for final maps shall be submitted to the administrator.

Prior to the filing of a final map application, the Project Applicant shall meet with the city staff through a pre-application meeting to discuss any initial comments or questions regarding the final map or civil drawings to be submitted in conjunction with the final map.

The final map and associated civil drawings may be submitted in conjunction with the tentative map application at the discretion and risk of the Project Applicant. A “hold-harmless” letter shall be submitted with a final map that is submitted prior to the approval of the Tentative Map.

Administrator review and action. The administrator shall distribute the application to other city departments for their review and comment. After reviews are complete, the administrator shall act to approve, approve with conditions, or deny the application, based on whether the final map is consistent with the approved tentative map and whether it complies with this PUD handbook and the applicable portions of Code and all other applicable regulations.

Acceptance of dedications. In approving a final map, the administrator and the city surveyor shall be authorized to accept or reject offers of dedications and to require improvements of streets and easements.

Civil drawings. Civil drawings shall be submitted in conjunction with submittal of the final map or starting construction of any required improvements, civil drawings shall be submitted to the City of Fernley for review. Prior to recordation of the final map for City of Fernley signatures, bonds, fees, and civil drawings must be approved and the Project Applicant shall pay all required fees.

Certificates and acknowledgments. The certificates and acknowledgments required by the applicable provisions of NRS 278 and the city shall appear on a final map.

Recording; lapse of approval. The Project Applicant shall be responsible for recording the approved final map with the county recorder. If the approved final map is not recorded within one year of the date of approval of the final map, the approved final map shall lapse and be of no further effect.

Copy of recorded map to be delivered to city. Within 15 days of recordation of the final map, the subdivider shall deliver an 11-inch by 17-inch conformed copy of the recorded final map, along with an application for street addressing, to the administrator for establishment of street addresses and storage in the city files.

Effect of approval. Following approval of the final map by the administrator, the subdivider may obtain a building permit for the subject property or transfer, sell, agree to sell, or negotiate to transfer or sell the subject lots.

Title to dedicated property. Title to property accepted for dedication passes when the final map is recorded. If offers of dedication are rejected at the time of final map approval, offers of dedication shall be deemed to remain open. The City of Fernley may, by resolution at any later date and without further action by the subdivider, rescind its action of nonacceptance and accept and open the streets for public use, which acceptance shall be recorded in the office of the county recorder and be so noted on the subdivision map by the recorder.

Amending recorded maps. Plat or survey amendments shall be processed in accordance with NRS 278.473 through 278.477, inclusive.

1.5.8 TEMPORARY USES

Any uses allowed under Table 2-1 Allowed Uses as “Temporary Uses” shall gain approval from the ARC and follow the Temporary Use Permit requirements identified in 32.03.050(c) of the Fernley Municipal Code.

1.5.9 ACCESSORY/ANCILLARY USES

Any uses allowed under Table 2-1 Allowed Uses as “Accessory/Ancillary Uses” shall gain approval from the ARC and follow the Accessory Uses requirements for review and approval through the City of Fernley as identified in 32.07.030 . Only the uses identified within Table 2-1 as Accessory/Ancillary Uses may be allowed to be established within Victory MPA 1.

1.5.10 ADMINISTRATIVE APPROVAL TIMELINES

Without limiting the generality of any of the foregoing, the City agrees that matters subject solely to administrative review under the City’s Code or this Handbook (e.g. building permit applications, or any other application reviewed by planning commission and/or city council solely on appeal, collectively “**Administrative Approvals**”) shall be processed strictly in accordance with the time frames set forth in the City’s Code, which time frames shall not be waivable.

A meeting will be conducted between the city and the design professionals and/or applicant for all administrative level permits within 10 days of an application being deemed complete. The meeting will provide an opportunity for open dialogue regarding areas of question or issue through the initial review and to help find solutions to questioned design items that might otherwise delay the project review. If the City fails to meet the 30 day timeframe for Administrative Approval, the relevant Administrative Approval shall be deemed approved by the City.

CHAPTER 2 USE REGULATIONS AND DEVELOPMENT STANDARDS

This chapter establishes the regulatory requirements for the land uses allowed within Victory Master Planned Area (Victory MPA 1). These requirements include standards for land use, density/intensity, and for the design of rights-of-way, landscape buffers, trails, etc. All development shall comply with the text, policies, standards, and associated tables and exhibits of this Development Handbook (Handbook). Where a conflict exists between these development standards and the City of Fernley Municipal Code the standards contained herein shall control. Where this Handbook remains silent, the provisions and definitions within the City of Fernley Municipal Code and the Development Agreement shall apply.

2.1 LAND USE DESIGNATIONS

This Handbook allows for project and community supportive commercial, and retail uses and industrial uses with distinct types of users specifically envisioned and desired within the Victory Logistics District. The primary anticipated industrial land use types include: Data Center, Manufacturing, Distribution/Light Industrial; and Transload & Switching Facilities. The following is a description of each of the land use categories permitted in Victory MPA 1. The descriptions are not intended to define or limit the categories but give a general overview of the typical uses and operations within each designation.

Victory Commercial (V-C)

The Victory Commercial (V-C) land use comprises the majority of the Victory MPA 1 area. The intent of the V-C land use is to allow for freeway oriented commercial use that serves the needs of travelers along the interstate corridor, quick service retail/fast food, and other convenience retail to serve the daytime workforce which is forecast to expand dramatically as Victory MPA 1 expands builds out. Additionally, hotels are a permitted use within V-C designated area that will provide lodging for visiting executives and other business travelers to headquarter facilities, temporary and permanent transition work forces and specialty task forces, and others that seek convenient freeway proximate hotel accommodations. Restricted gaming facilities are allowed within Retail under a Conditional Use Permit within areas designated for Retail use.

Victory Industrial (V-I)

The predominant use within the Victory Logistics District is planned to be industrial with targeted to be large scale facilities, including data centers, manufacturing facilities, general manufacturing and warehousing and distribution facilities. All these uses will be supported by the Victory Logistics (provided) transload and switching facilities. These facilities will provide the ability to transfer cargo from truck to rail or vice versa on a large-scale basis at centralized locations within the development.

While these are the general desired and targeted land use types, additional supportive uses will be allowed within the V-I designation. Such supportive uses include commercial or retail-based uses that will predominantly support the businesses and employees working within the Victory Logistics District. Table 2-1 and Figure 2-1 below show the areas associated with the V-I and V-C land uses.

2.1.1 GENERAL DEVELOPMENT STANDARDS

The purpose of this section is to establish general development standards for each of the land use categories identified in the Victory MPA 1.

2.1.1.1 VICTORY LOGISTICS COMMERCIAL (V-C) & LOCATIONAL (L)

TYPE	V-C
SITE	
Site Size (minimum)	5,000 square feet ¹
Site Coverage (maximum)	None
Site Width (minimum)	50 feet
SETBACKS (principal buildings) ²	
Front/Exterior Side	0 feet
Side	0 feet
Rear	0 feet
LANDSCAPING	
Landscape Requirement	Minimum of 10% Development Area ³
BUILDING HEIGHT	
Maximum Building Height	60 feet ⁴
NOTES	
The V-C Development Standards shall apply to any commercial uses located within the “locational” use area in the V-I designation. 1 – Reduced site area shall be permitted for pad sites within a larger comprehensive center/project. 2 – Setbacks include any applicable landscape buffers. 3 – If part of a larger overall center/development, 10% shall be the requirement for the entire site in aggregate. 4 – Building heights may be increased with the approval of a Conditional Use Permit. Building projections such as towers, gables, spires, cupolas and like structures including mechanical	

TYPE	V-C
equipment may extend five feet above the allowed maximum building height. All mechanical equipment must be screened by architectural feature from view at street level and parking lots.	

Submittal 09.15.2023

2.1.1.2 VICTORY INDUSTRIAL (V-I)

TYPE	V-I
SITE	
Site Size (minimum)	20,000 square feet ¹
Site Coverage (maximum)	None
Site Width (minimum)	75 feet
SETBACKS (principal buildings)²	
Front/Exterior Side	15 feet
Side	0 feet
Rear	0 feet
LANDSCAPING	
Landscape Requirement	Minimum of 10% of Development Area ³
BUILDING HEIGHT	
Maximum Building Height	75 feet ⁴
NOTES 1 – Reduced site area shall be permitted for pad sites within a larger comprehensive center/project. 2 – Setbacks include any applicable landscape buffers. 3 – If part of a larger overall center/development, 10% shall be the requirement for the entire site in aggregate. 4 – Building heights may be increased with the approval of a Conditional Use Permit. Building projections such as towers, gables, spires, cupolas and like structures including mechanical equipment may extend ten feet above the allowed maximum building height. All mechanical equipment must be screened by architectural feature from view at street level and parking lots.	

Submittal 09.15.2023



2.1.1.3 USE SPECIFIC DEVELOPMENT STANDARD

TYPE	Data Processing, Hosting, and Related Services (DC)
SITE	
Site Size (minimum)	10,000 square feet ¹
Site Coverage (maximum)	None
Site Width (minimum)	75 feet
SETBACKS (principal buildings)²	
Front/Exterior Side	10 feet
Side	0 feet
Rear	0 feet
LANDSCAPING	
Landscape Requirement	Minimum of 10% of Development Area ³
BUILDING HEIGHT	
Maximum Building Height	75 feet ⁴
NOTES Accommodations for deviations from building standards shall be afforded to allow for transmission power elements including substation design, construction and screening that are consistent with NVE standards and building design guidelines shall likewise allow for building designs which may be one and two story configurations and may include pre-engineered insulated metal buildings that may be prefinished in neutral color palates or concrete tilt up designs that do not conform to the design standards in this handbook nor the development code requirements, all of which may change as contemporary data center design standards may evolve over time. 1 – Reduced site area shall be permitted for pad sites within a larger comprehensive center/project. 2 – Setbacks include any applicable landscape buffers.	

TYPE	Data Processing, Hosting, and Related Services (DC)
3 – If part of a larger overall center/development, 10% shall be the requirement for the entire site in aggregate. 4 – Building heights may be increased with the approval of a Conditional Use Permit. Building projections such as towers, gables, spires, cupolas and like structures including mechanical equipment may extend ten feet above the allowed maximum building height. All mechanical equipment must be screened by architectural feature from view at street level and parking lots.	

Table 2-1 – Victory MPA 1 Land Use Designations

Land Use	Area (Acres)
Victory Commercial (V-C)	20.9
Victory Industrial (V-I)	2,152.7
TOTAL	2,173.6

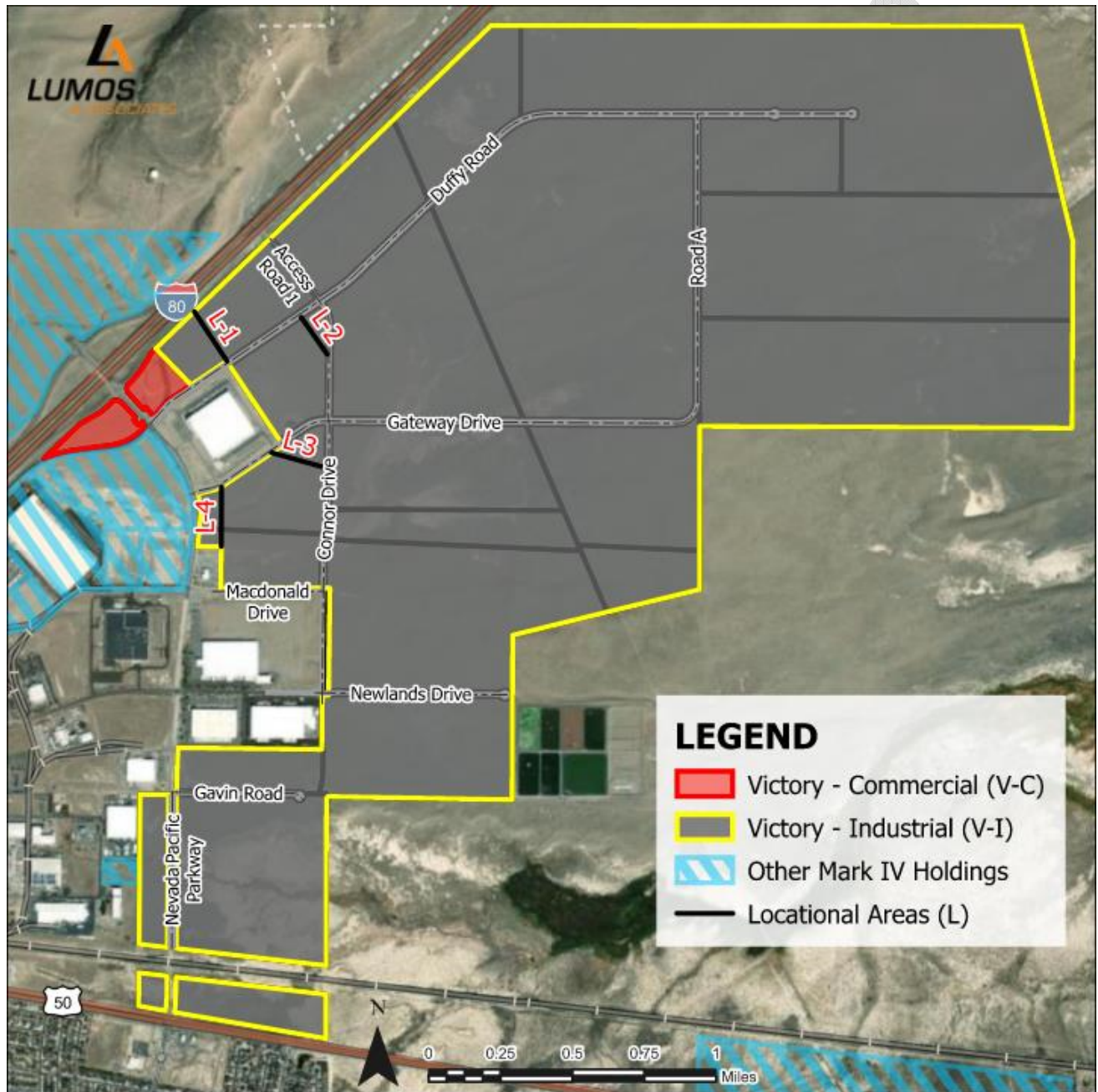


Figure 2-1 – Land Use Designations

2.1.2 PERMITTED AND CONDITIONAL USES

Permitted uses, uses requiring a Conditional Use Permit, and prohibited uses within the Development Plan, are provided in the following Land Use Matrix table (2-1). Definitions for specific land uses shall follow the City of Fernley Municipal Code definitions. This matrix organizes allowed uses within the land use categories presented within the Victory MPA 1 Land Use Plan. The following symbols are used in the matrix to indicate whether a proposed use is permitted, locationally permitted/conditionally permitted, requires a Conditional Use Permit or is not permitted:

- A Accessory/Ancillary Use – Permitted as an accessory use to a permitted use if the use meets the standards contained herein.
- P Permitted by Right – Permitted if the use meets the standards established herein.
- C Conditional Use – Requires approval of a Conditional Use Permit. This may include additional conditions to mitigate specific impacts, operations, etc.
- L Locational Allowed Use – locational allowed use areas are identified on the Land Use Plan (Figure 2-1) with an “L.” These are areas where additional supportive commercial uses would be allowed within the V-I district. The uses are either “Permitted by Right” or required a “Conditional Use” Permit as signified by P/L or C/L, respectively. The locational allowance areas are generally defined to be:
 - L1 – Land at the eastern border of Lot 0 on the north side of Duffy Rd to that point to the east which would match the eastern border of the Polaris building at 1755 Nevada Pacific Pkwy (APN 021-242-18), as depicted on Figure 2-1.
 - L2 – Southwest corner of Duffy Lane and Connor Drive to include up to 9 acres
 - L3 – Southwest corner of Connor Drive and Gateway Drive with the southern property line of the locational use area to intersect at that point southwest of the eastern driveway into the Polaris facility on Gateway Drive (APN 021-242-18) sufficient to provide for a code compliant driveway access into that site opposite said Polaris access.
 - L4 – That stretch of land along the east side of Nevada Pacific Pkwy north of the existing Southwest Gas facility (APN 021-242-14) to the south side of Gateway south of existing Polaris site (APN 021-242-18) and at a depth east of Nevada Pacific Parkway for a maximum depth of 500 feet.
- T Temporary Use – Permitted on a temporary basis if the use meets the standards established herein.
- € Not Permitted within the Development Plan (empty cell)

Where a particular use is not specifically listed in the Land Use Matrix table, the Administrator may assign the land use to a use category or use type that is substantially similar in character based on the purpose and intent of the land use designation and Land Use Plan in this Handbook,

as determined by the ARC. All uses shall require an administrative review or conditional use permit and approval process , as specified in Section 1.5 of this Handbook.

Land uses included within Table 2-1 (Land Use Matrix) shall follow the same definitions included within the City of Fernley Municipal Code unless defined differently within the table or within the handbook.

2.1.3 VICTORY MPA 1 LAND USE SPECIFIC DEFINITIONS

Transload Facilities (Solely to be provided by Master Developer)

This designation is for areas where material is moved between modes of transportation, such as from truck to rail. Materials and vehicles may also be stored at a transload facility while awaiting loading or unloading.

Switching Facilities (Solely to be provided by Master Developer)

This designation is for areas where rail cars are rearranged by a locomotive or other rail car mover. All cars within a switching facility are inspected for defects, and any necessary repairs are completed before departing the facility. Loaded or empty rail cars can also be stored in this area.

Table 2-1 – Land Use Matrix

A = Accessory/Ancillary Use P – Permitted by right C – Conditional Use L – Locational Allowed Use T – Temporary Use either Permitted by Right (P/L) or needing a Conditional Use Permit (C/L)	V-C	V-I
LODGING/SHORT TERM RENTAL USES		
Hotel/Motel (> 100 rooms) – ITE 11 th	P	
Recreational Vehicle Park	P	
COMMERCIAL/MIXED USE		
Animal Services		
Animal Services (indoor)	P	
Animal Services (overnight and/or outdoor)	C	
Financial Services		
Payday Loan Establishment	P	
Automated Teller Machine (stand-alone)	P	
Title Loan Establishment	P	
Financial Institutions	P	P/L
Pawnbroker	C	
Food and Beverage Sales/Service		
Bar/Lounge	C	
Drive-Through Facilities	C	C/L
Grocer/Food Market	P	
Liquor Store	C	

A = Accessory/Ancillary Use P – Permitted by right C – Conditional Use L – Locational Allowed Use T – Temporary Use either Permitted by Right (P/L) or needing a Conditional Use Permit (C/L)		
	V-C	V-I
Food Preparation (includes cafeterias)	P	A
Mobile Vendor	T	T
Restaurant (with or without alcohol sales)	C	P/L
Tasting Room/Brewery/Distillery	C	C/L
Office, Business and Professional		
Office		P
Call Center		P
Personal/Business Services		
Bail Bond Services	C	
Copy Center	P	P
Courier and Messenger Services	P	P
Maintenance and Repair Services	P	P
Personal Services	P	
Retail Sales		
Auction House	P	C
Building Materials Sales and Services	P	P
Convenience Store	P	C/L
Non-Store Retailers	C	A
Nursery (commercial, retail, and wholesale)	P	T

A = Accessory/Ancillary Use P – Permitted by right C – Conditional Use L – Locational Allowed Use T – Temporary Use either Permitted by Right (P/L) or needing a Conditional Use Permit (C/L)		
	V-C	V-I
Retail (general)	P	P/L
Vehicles/Equipment		
Auto and Truck Repair (light)	C	A
Auto and Truck Repair (heavy)	C	P
Car Wash	P	A
Equipment Sales and Rentals	P	P
Gas Station	C	C
Travel Center	P	
Vehicle Sales	C	
Vehicle Rentals	C	A
PUBLIC/CIVIC/INSTITUTIONAL USES		
Assembly Uses		
Funeral and Internment Services	C	
Crematorium	C	
Church or Worship Center	C	
Event Center/Banquet Hall	C	
Exhibition/Convention/Conference Facility	C	C
Fraternal Club/Lodge/Community Service Facility	C	
Day Care		

A = Accessory/Ancillary Use P – Permitted by right C – Conditional Use L – Locational Allowed Use T – Temporary Use either Permitted by Right (P/L) or needing a Conditional Use Permit (C/L)		
	V-C	V-I
Adult Day Care	P	
Child Care Facility	P	A
Educational		
College/Technical School	C	C
School (public or private)	C	
Personal Instructional Services	P	A
Government/Non-Profit		
Public Maintenance Facility	P	P
Public Safety Facility	P	P
Social Assistance/Welfare/Charitable Services	C	
Medical		
Hospital	C	
Medical Office/Clinic/Urgent Care/Laboratory (up to 10,000 SF of GFA)	p	P/L
Medical Office/Clinic/Urgent Care/Laboratory (greater than 10,000 SF of GFA)	C	C/L
Medical Marijuana Production/Cultivation		C
Medical Marijuana Establishment	C	
Recreation, entertainment, and Arts		
Cultural Institution	C	
Gaming Establishment(non-restricted)	C	

A = Accessory/Ancillary Use P – Permitted by right C – Conditional Use L – Locational Allowed Use T – Temporary Use either Permitted by Right (P/L) or needing a Conditional Use Permit (C/L)		
	V-C	V-I
Entertainment Facility/Theater	C	
Health/Fitness Club	P	A
Park/Open Space		A
Recreation Facility (minor)	C	A
Recreation Facility (major)	C	
INDUSTRIAL USES		
Manufacturing and Employment		
Contractor Shop		P
Data Processing, Hosting, and Related Services (including data centers)		P
Industrial Services		P
Medical Production)		P
Production (craftwork)	C	P
Production (general)		P
Research and Development	P	P
Warehousing, Storage, and Distribution		
Building and Landscaping Materials Supplier		P
Building Maintenance Services		P
Freight Facilities (excluding rail services)		C
Fuel Distribution or Recycling		C

A = Accessory/Ancillary Use P – Permitted by right C – Conditional Use L – Locational Allowed Use T – Temporary Use either Permitted by Right (P/L) or needing a Conditional Use Permit (C/L)		
	V-C	V-I
Machinery and Heavy Equipment Sales/Rental/Service		P
Mini-Warehouse	C	C/L
Oil and Gas Storage		C
Outdoor Storage		T
Storage/Processing of Hazardous Materials		C
Switching Facilities (solely to be provided by master developer)		P
Transload Facilities (solely to be provided by master developer)		P
Vehicle Towing and Storage Facility		C
Wholesale Distribution, Warehousing, and Storage		P
INFRASTRUCTURE		
Communications Facility		
Communications Facility	P	P
Wireless Communication Tower/Antenna	P	P
Weather/Environmental Monitoring Station	P	P
Transportation/Parking		
Ground Passenger Transportation (e.g. taxi, charter bus)		A
Heliport/Miscellaneous Air Transportation		C
Parking Facility	A	A
Transportation Passenger Terminal	P	A

A = Accessory/Ancillary Use P – Permitted by right C – Conditional Use L – Locational Allowed Use T – Temporary Use either Permitted by Right (P/L) or needing a Conditional Use Permit (C/L)	V-C	
		V-I
Utilities		
Co-Generation Facility	C	C
Utility (major)	C	C
Utility (minor)	P	P
Renewable Energy Production		C
Waste Related		
Recycling Plant		C
Remediation Services		C
Transfer Station		C

2.2 ROADWAY DEVELOPMENT STANDARDS

2.2.1 ACCESS STANDARDS

No final specific layouts or users are identified with this Development Handbook. Design of access points for individual buildings will comply with the most current version of the City of Fernley Access Management Policy. Access location points will be determined on a per building basis to allow for proper ingress and egress of future users.

ADA connectivity will be provided between ADA parking, building public entrances, and the roadway multi-use path corridors

2.2.2 ROADWAYS

The arterial and collector streets of Victory MPA 1 have been designed to accommodate anticipated traffic volumes for industrial uses as well as incorporating an offset sidewalk area for pedestrian traffic. There are three primary roadway sections within Victory MPA 1: an 84-foot right-of-way (Minor Arterial), 62-foot right-of-way (Commercial), and a 37-foot right-of-way section (Access Road). There will be no irrigation or landscaping within the city right-of-way.

A backbone roadway network has been established within Victory MPA 1 which will provide direct access to all anticipated future parcels to be created. Figure 2-2 depicts this roadway network with anticipated lengths of each category of roadway to be constructed. All Minor Arterial and Collector sections will include an 8-foot-wide asphalt paved sidewalk on one side of the road which will provide an interconnected trail system throughout the park. Streets are color coded to match the anticipated roadway sections and are described herein.

Parking demand will be provided on-site per City Code for both trailer and auto parking. On-street parking will not be permitted along major arterial, minor arterial, and collector roadways. The CC&R's associated with Victory MPA 1 prohibit on street parking within the subdivision.

All intersections will be designed to allow proper turning radii for a WB-67 truck and sight lines per AASHTO criteria. Appendix A shows detailed turning movements for all intersection types within Victory MPA1.

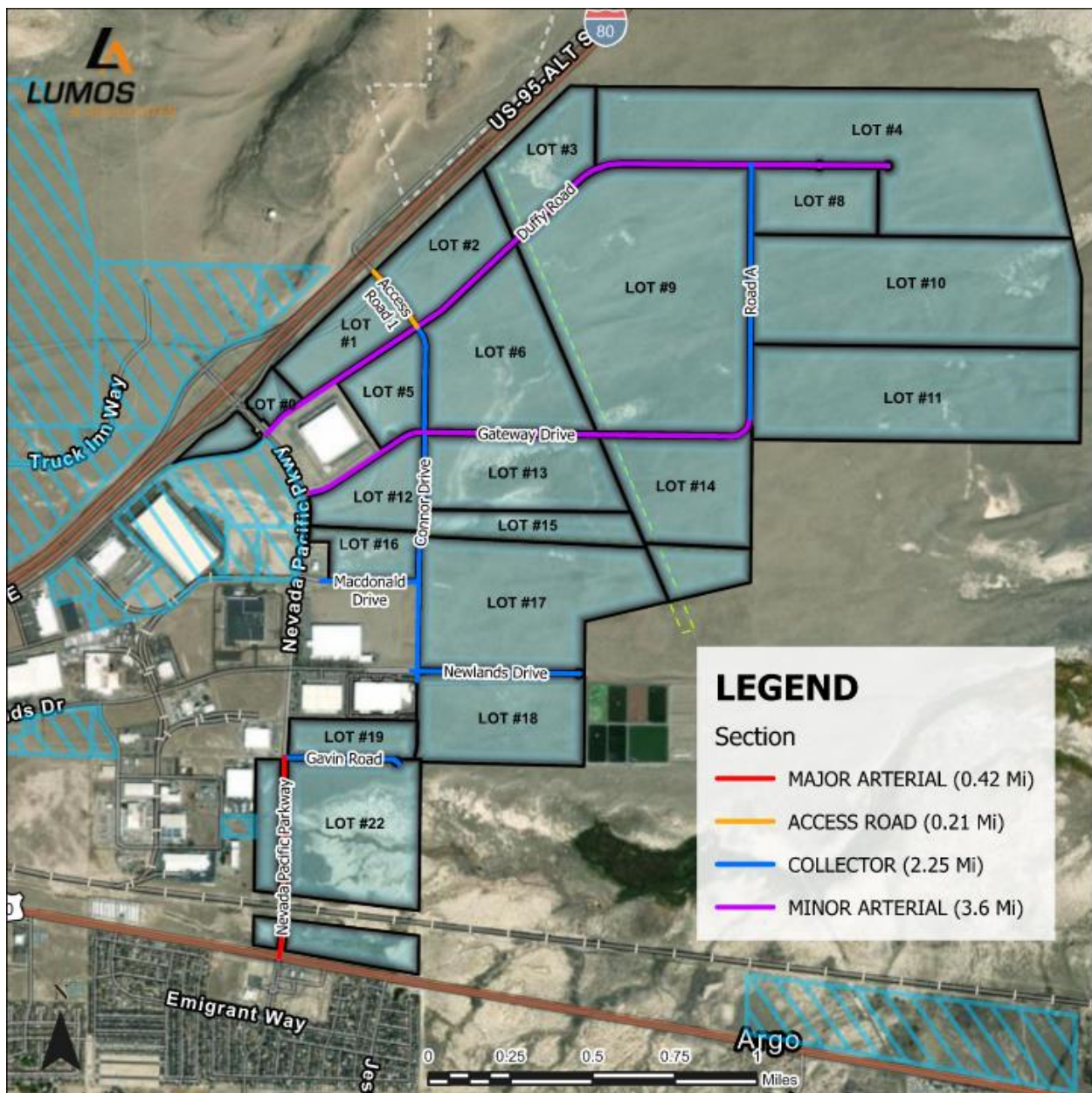
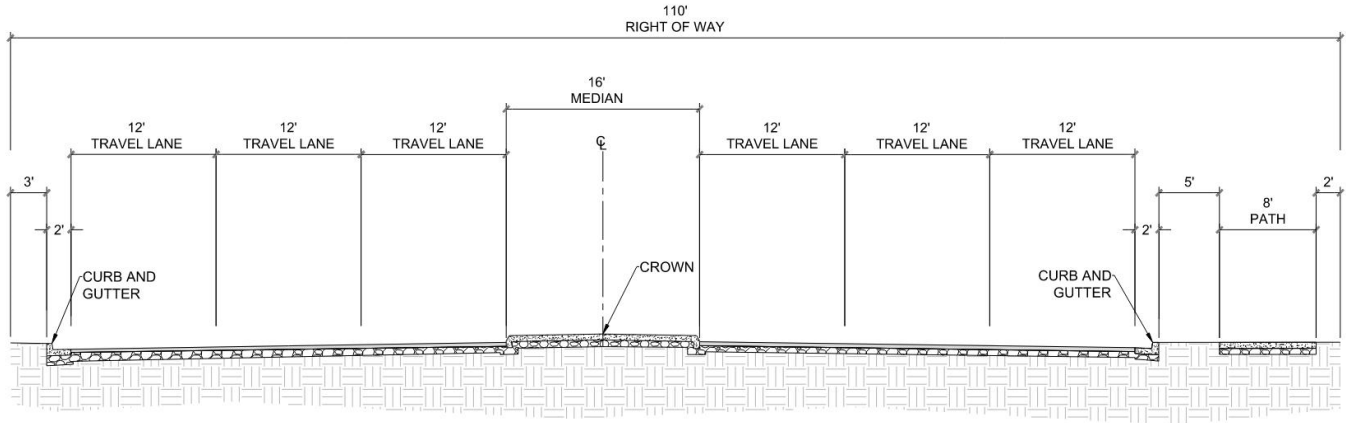


Figure 2-2 – Victory MPA 1 Backbone Roadway Network

2.2.2.1 110-FOOT RIGHT-OF-WAY SECTION (MAJOR ARTERIAL)

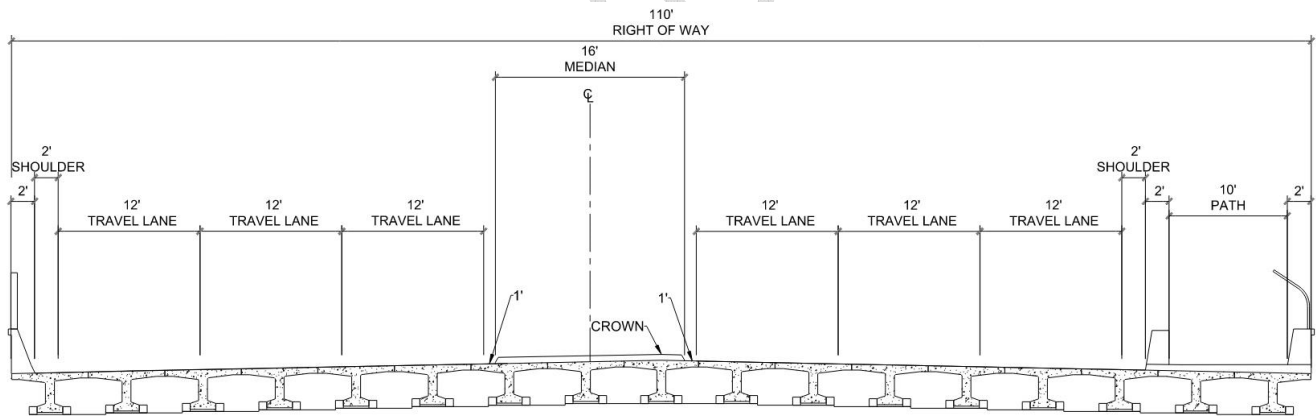
The largest roadway section within Victory MPA 1 includes a 110' right-of-way width (Nevada Pacific Parkway) and will be classified as a Major Arterial roadway. At full buildout, this roadway will have six 12-foot travel lanes, a 16' median, and an 8-foot multi-use path on one side of the roadway. This portion of Nevada Pacific Parkway will also have a bridge section for approximately 400 feet of the overall length of roadway. Lane widths on the bridge could be reduced to 11-foot wide lanes if necessary for flexibility in future

buildout conditions. Figure 2-3 (below) depicts the 110' Road ROW section. Figure 2-4 (below) depicts the 110' Bridge ROW section.



NEVADA PACIFIC PARKWAY 6-LANE SECTION

Figure 2-3 – 110' Road ROW Section (Major Arterial)



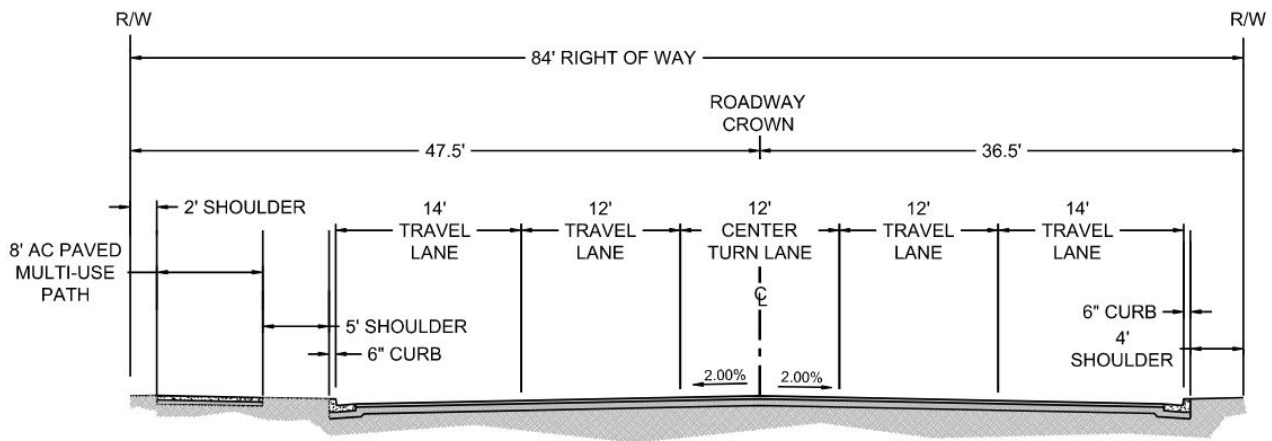
NEVADA PACIFIC PARKWAY 6-LANE BRIDGE SECTION

Figure 2-4 – 110' Bridge ROW Section (Major Arterial)

2.2.2.2 84-FOOT RIGHT-OF-WAY SECTION (MINOR ARTERIAL)

The next largest roadway section within Victory MPA 1 includes an 84' right-of-way width (Duffy Road, Gateway Drive) and will be classified as a Minor Arterial roadway. This roadway includes two 14-foot travel lanes, two 12-foot travel lanes with a 12-foot center turn lane. An 8-foot asphalt concrete paved multi-use path is included on one side of the

roadway. Speed limits will be set to 35 mph on all Minor Arterial roadways. Figure 2-5 (below) depicts the 84' ROW section.

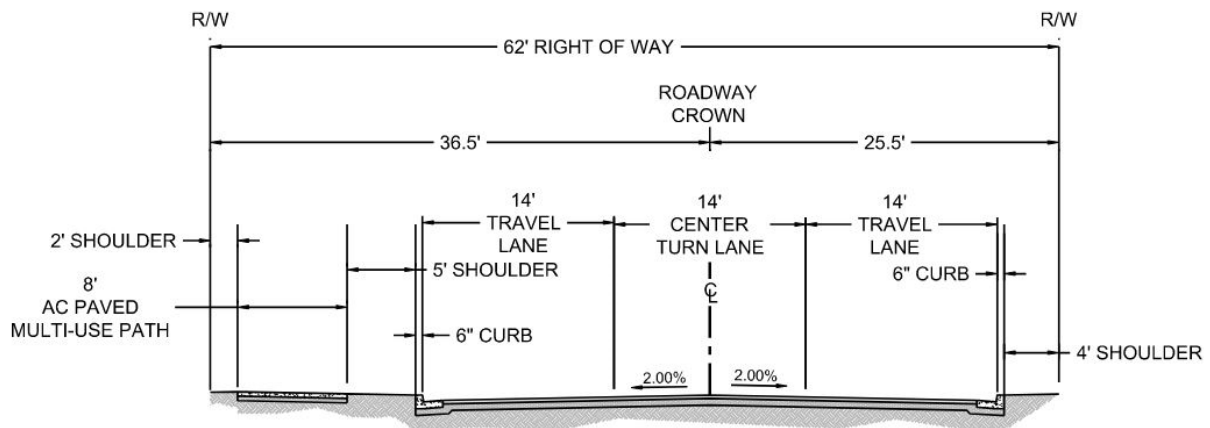


DUFFY ROAD, GATEWAY DRIVE

Figure 2-5 – 84' ROW Section (Minor Arterial)

2.2.2.3 62-FOOT RIGHT-OF-WAY SECTION (COLLECTOR)

The majority of the roads within Victory MPA 1 will utilize a 62'-foot ROW section (Connor Drive, Road A, Macdonald Drive, Gavin Road, Newlands Drive) and will be classified as a Collector roadway. This roadway includes two 14-foot travel lanes along with a 14-foot center turn lane. The section incorporates an 8-foot asphalt concrete paved multi-use path on one side of the roadway. Speed limits will be set to 30 mph on all Collector roadways. Figure 2-6 (below) depicts the 62' ROW section.



CONNOR DRIVE, ROAD A, MACDONALD DRIVE,
GAVIN ROAD, NEWLANDS DRIVE

Figure 2-6 – 62' ROW Section (Collector)

2.2.2.4 62-FOOT RIGHT-OF-WAY SECTION (ACCESS ROAD)

A limited section of roadway will utilize a 62' ROW section (Access Road 1) and will be classified as an Access Road with a 28' wide pavement section and no sidewalk. This portion of the roadway system does not tie into the inner park area and will exclude the concrete sidewalk. Speed limits will be set to 25 mph on all roadways designated as Access Roads. Figure 2-7 (below) depicts the 37' ROW section.

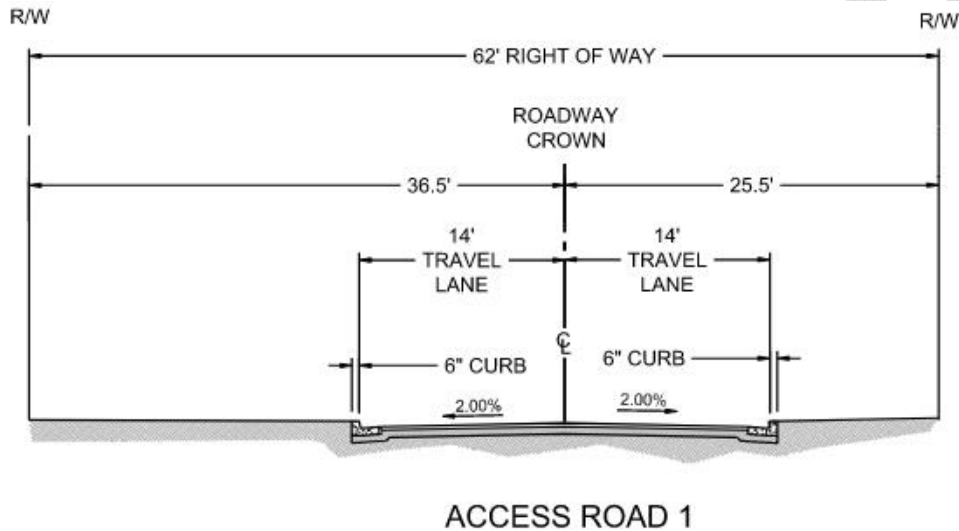


Figure 2-7 – 62' ROW Section (Access Road)

2.2.3 RAIL

The rail within Victory MPA 1 will be privately owned and managed. All rail will conform to Union Pacific Railroad (UPRR) standards of design and will utilize standard cross sections, encasement, and utility crossing standards as defined by UPRR. Encasement of utilities will be required within 15 feet of either side of the centerline of rail, with minimum depths per UPRR standards. Transload and switching facilities will be constructed per industry standards. Figure 2-8 (following page) depicts the Victory MPA 1 standards of design. All rail crossings of utilities shall have a spare casing installed to accommodate future utility installations or utility maintenance and upgrades. Any new rail installation which crosses existing utilities shall relocate the utility into a new casing.

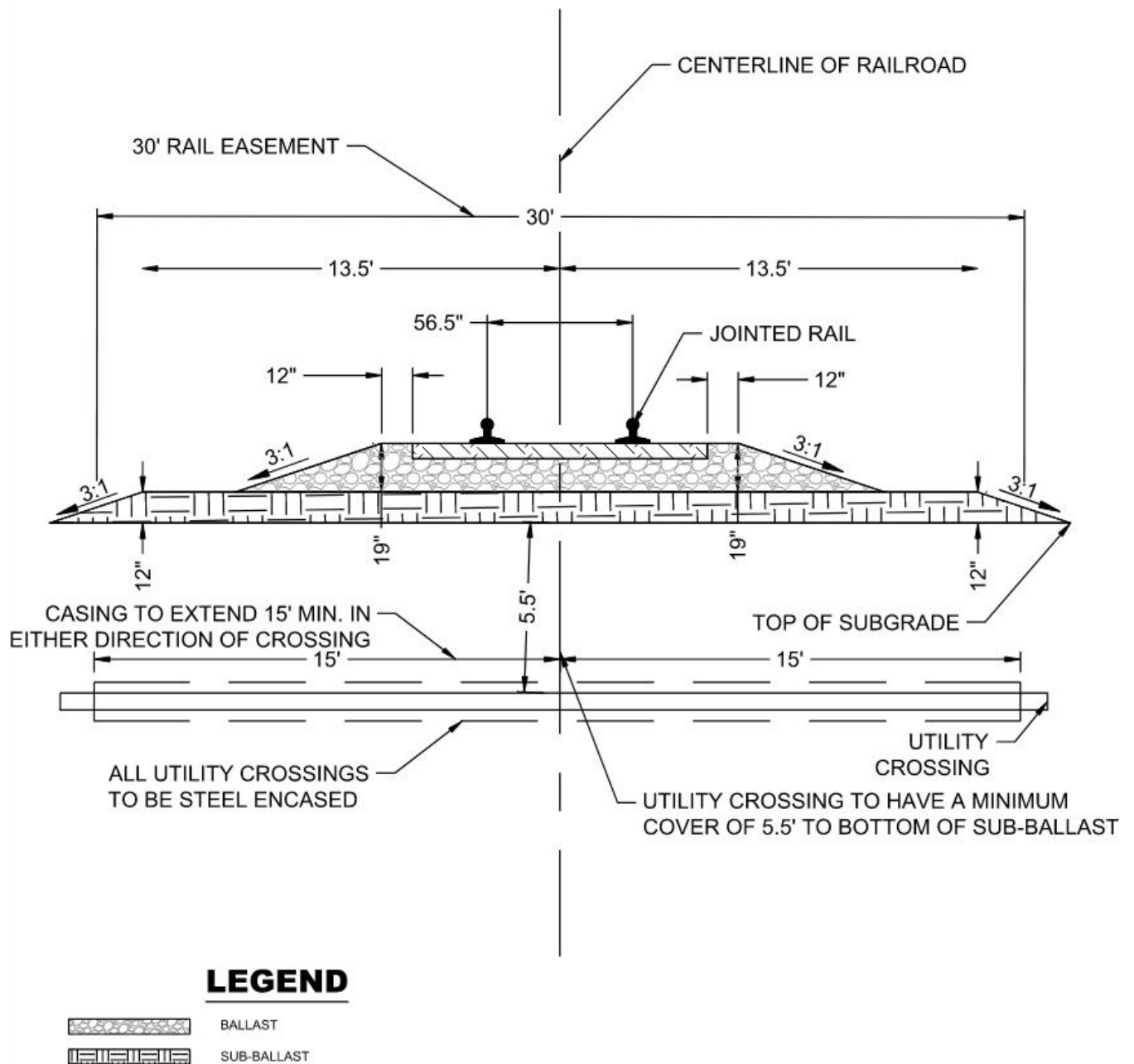


Figure 2-8 – Victory MPA1 Utility Crossing Standards

Figure 2-9 below shows the phasing and extents of the rail system that is anticipated at full buildout, as well as the anticipated crossings of existing and future utilities. The rail buildout schedule and timeline will be tenant driven north of the transload facility. It is anticipated that all

rail between the UPRR main line connection and the transload facility will be built concurrently with Phase I infrastructure. Any at-grade crossings will be in conformance with UPRR standards.

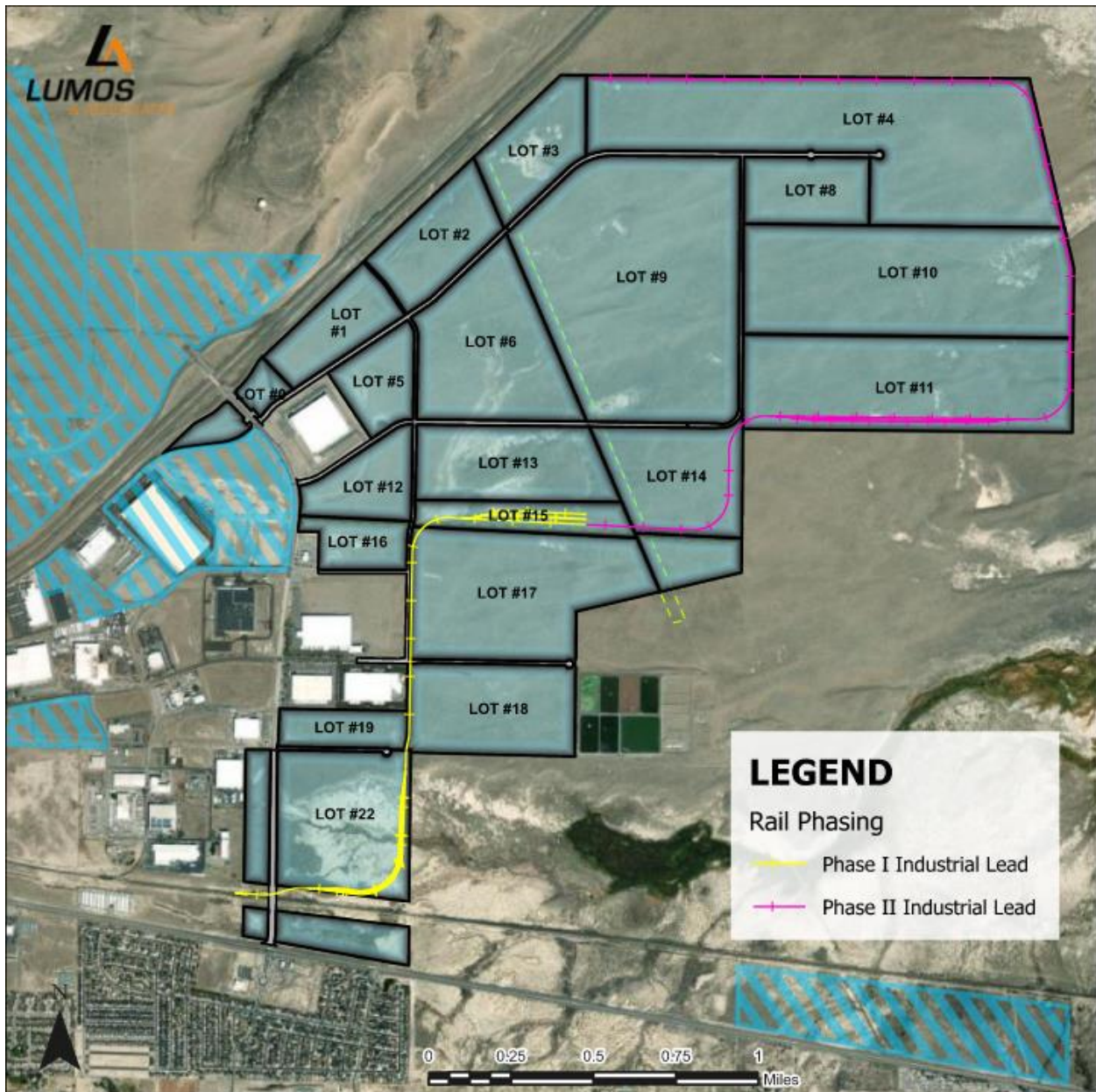


Figure 2-9 – Victory MPA 1 Rail Phasing Diagram

2.3 LANDSCAPE AND IRRIGATION STANDARDS

2.3.1 PURPOSE

This section promotes the public health, safety and general welfare by establishing regulations for the installation and maintenance of landscaping according to recognized resource-efficient principles, and to provide for the protection of existing vegetation, where appropriate. The regulations:

- Enhance the aesthetics of the community;
- Conserve water and other natural and energy resources by requiring the use of resource-efficient guidelines and principles;
- Provide environmental controls such as, but not limited to, the reduction of noise, dust and erosion;
- Reduce air pollution by encouraging the use of vegetation for air filtration, absorption of carbon dioxide and production of oxygen;
- Reduce visual pollution which might otherwise occur within an urbanized area;
- Encourage a balanced and sustainable landscape approach utilizing xeriscape principles/methods.

2.3.2 APPLICABILITY

Landscape standards contained here in apply to:

- a. All new development projects within Victory MPA 1.
 1. Exception – Instances in which higher security measures demand elevated levels of visibility in sight lines and security cameras and diminished access points such as those measures that may be required for data centers or other users that have a demonstratable need for such heightened security measures. In such instances any such user shall submit plans to the ARC that purport to reliably identify the requested instances and justify the deviations such that the ARC can render an informed judgement that does not unreasonably deny any such user the ability to undertake measures that conform appropriate industry protocols.
- b. An expansion to any existing building, when not in conformance with the minimum landscaping requirements shall provide a proportionate amount to the expansion.
- c. Exceptions. Landscape and Irrigation section does not apply to:
 1. Permits such as, but not limited to, reroofing, siding, temporary power, change of electrical service, change of furnace, mobile home/job trailer set-up, addition of interior plumbing, addition of interior electrical, fencing, on and off-premises signs and encroachment.
 2. Development projects where the existing vegetation to be retained meets or exceeds the requirements of this section.

2.3.3 LANDSCAPE AND IRRIGATION PLANS

Landscape and irrigation plans shall be provided in accordance with the standards outlined below:

- a. The landscape plan shall be prepared by a landscape architect registered in the State of Nevada, or other person permitted to prepare landscaping plans pursuant to NRS Chapter 623A.
- b. The landscape and irrigation plan shall be neatly drawn at a convenient commonly used engineering or architectural scale. Two prints of the plan shall be furnished to the administrator.
- c. The landscape plan shall include the following information:
 1. Scale, north arrow, location of adjacent streets, property lines, easements, sidewalks, drives, paved areas, utilities, buildings, existing trees (including street trees), and any other natural or manmade site features influencing the use of the site;
 2. Construction details pertinent to installation of the landscape in accordance with city standards.
 3. A note or calculation sheet with all landscape calculations relevant to the application of this section.
 4. A plant list giving the common and botanical names of plants to be used. This plant list shall be arranged in legend form with a key number or symbol assigned to each plant. On the plan, each plant shall be identified by a key number or symbol. The size of the plant and the quantity to be used shall follow the legend, as the following example illustrates:

Example Plant List:

Botanical Name	Common Name	Size	Quantity
Coreopsis grandiflora	Coreopsis	Flat	144
Celtis occidentalis	Common Hackberry	1" cal.	9
Cytissus peraeocox	Warminster Broom	1 gal.	27
Buddleia davidii	Butterfly Bush/Summer Lilac	5 gal.	5
Hedera Helix "Baltica"	Baltic Ivy	Flat	72
Robinia idahoensis	Idaho Locust	2" cal.	10
Cedrus deodara	Deodar Cedar	5' height	12
Artemisia tridentata	Big Sagebrush	1 gal.	20

- d. Irrigation plans (at the same scale as the landscape plans), and specifications which comply with the Uniform Plumbing Code, ensure the correct irrigation coverage and include the following:
 1. Scale, north arrow, locations of adjacent streets, property lines, easements, sidewalks, drives, paved areas, buildings, including street trees, and any other natural or man-made site features influencing the use of the site.
 2. Identification and description of automatic irrigation components to ensure that vegetation is adequately serviced through water conserving features.
 3. Indication of the system point of connection and size, water pressure available, and each zone's maximum demand of the system in gallons per minute.
 4. Irrigation equipment specified must be identified by manufacturer's name and equipment description sufficient for identification.
 5. Cross connection devices shall have reduced pressure backflow preventer (R.P. Device).
 6. Show locations of irrigation valves, controllers, hose bibs, quick coupler valves, sprinkler heads, and backflow preventers. Sprinkler location on plans shall also include pattern of sprays (i.e., full circle, half-circle), psi, and gallons per minute per zone.
 7. Irrigation details must be used to clarify particular situations. Typical details should include backflow prevention devices, valves, irrigation heads, and irrigation controllers.
 8. Sizes of irrigation lines. Schedule 40 P.V.C. is required for all pressure lines and under all paved areas. Piping must be installed a minimum of 12 inches underground for non-pressure irrigation lines and 18 inches underground for constant pressure irrigation lines. Adequate freeze protection shall be provided. Schedule 40 P.V.C. or equivalent sleeving under sidewalks or driveways is recommended.
 9. Landscape irrigation shall be separately metered.
 10. A recommended irrigation system operation schedule that includes four seasonal changes shall be required by the installer.
- e. The administrator may require other relevant information such as, but not limited to, elevations, sections and construction details, necessary to provide an accurate description of the work to be performed.

2.3.4 GENERAL LANDSCAPE STANDARDS

- a. Landscape elements shall provide a vertical dimension. This can be accomplished with the use of tall shrubs, landscape boulders, etc., and accented with tree plantings, consistent with a xeriscape theme.
- b. Landscaping around the foundation base of the office nodes of buildings, excluding truck courts/ loading docks, shipping & receiving, ramp, stair, or pedestrian access areas, is recommended to enhance the edge between the parking lot and the structure.

- c. Landscaping shall be protected from vehicular and pedestrian encroachment.
- d. All landscape planters shall be protected by a minimum six-inch high concrete curb.
- e. All ground surfaces shall have one or more of the following treatments:
 - 1. Paving and/or decorative hardscape
 - 2. Artificial turf
 - 3. Decorative rock.
 - 4. Decomposed granite with a pre-emergent herbicide.
 - 5. Other similar ground surface mulch as approved by the ARC.
- f. Landscaping shall be sited so that at maturity the plants do not inhibit visibility in any sight triangle.
- g. Planting islands within passenger vehicle parking lots shall have a minimum width of five feet interior, protected by six-inch high curb. Diamond planters around the base of trees may be substituted for traditional planting islands.
- h. Landscape islands shall not be required within truck courts, truck parking & container storage.
- i. Areas disturbed by grading activity that do not include permanent structures, pavement, parking areas, or landscaping shall be revegetated with an appropriate northern Nevada dryland seed mix or rock-based ground cover.
- j. All landscaping materials shall aesthetically enhance and be environmentally compatible with the site area. Insofar as is practical, the trees used shall represent a mixture of deciduous and coniferous varieties.
- k. Include landscaping in all setback areas from public or private streets.
- l. The minimum number of trees to be planted in the required landscape area is one tree per 500 square feet of required landscape area in all Victory MPA 1 land use districts. Parking area trees per section 2.3.5 are in addition to this requirement.
- m. Evergreen trees shall be at least six feet in height at time of planting. Fifty percent of deciduous trees shall be a minimum caliper of one inch and 50 percent shall be a minimum caliper of two inches at time of planting.
- n. Existing trees and shrubs may be incorporated into a landscaped area if they are healthy and in good condition and do not conflict with plant location requirements of this section (such as in parking areas).
- o. The minimum number of shrubs to be planted in the required landscape area is one shrub per 50 square feet. Sixty percent of container-grown shrubs and plants shall be a minimum five-gallon size and the remainder shall be minimum one-gallon size at time of planting, excluding trees-and those plants grown in flats.
- p. Turf grass shall be subject to the following:

1. The maximum slope of an area planted in turf grass is four to one (4:1).
 2. Turf grass is not required and may not constitute more than 80 percent of the required landscape area.
- q. Ground covering shall be provided over the entire landscape area to prevent erosion, inhibit weed growth, and to present an aesthetically pleasing appearance. Ground covering may include:
1. Living plants, such as shrubs, turf grasses, vines, or other living ground covers. Ornamental grasses and shrubs need to be 30 inches in height at maturity.
 2. Decorative rock, pavers, rock mulch, boulders, decomposed granite or other non-living materials may also be used.
- r. The following types of trees are prohibited in landscaping as required by this section because of undesirable characteristics: Populus genus (poplars and cottonwoods), salix genus (willows), ulmus genus (elms) and zelkova genus (zelkova).
- s. If specimens of these trees exist on a site to be landscaped, they may be retained and counted towards the required number of trees.
- t. All landscaped areas shall be watered by a water-conserving irrigation system including drip, low-arching and/or low-gallage heads, as appropriate, controlled by an automatic timer.

2.3.5 PARKING AREA LANDSCAPING

- a. Passenger vehicle parking area landscaping is in addition to other required landscaping. Except for the impact of security measures at Section 2.3.2, above. The parking area is subject to the following minimum standards:
1. At least one shade tree shall be planted for each seven parking spaces for parking lots under 125 spaces in size. For those over 125 spaces, at least one shade tree shall be planted for each ten parking spaces.
 2. All landscaping within passenger vehicle parking areas (except truck parking and trailer storage) shall be surrounded by curbing at least six inches in height and four inches in width. Due to the large turning radius of trucks and the general pattern of movement in truck courts and parking, no interior curbs (landscape islands) will be required in truck parking courts.

2.3.6 BONDING REQUIREMENTS

- a. All landscaping material for a development project shall be installed in accordance with the landscape plan. A surety bond is required if the landscaping cannot be satisfactorily installed at the time a certificate of occupancy or business license is requested. The bond shall be written by a surety company authorized to do business in this state, to be filed with the city clerk prior to issuance of a certificate of occupancy.
- b. In lieu of filing a surety bond, cash, a cashier's check, or a letter of credit issued by a bank licensed in this state may be filed with the city clerk.

- c. The bond, cash deposit, cashier's check or letter of credit shall be in an amount sufficient to ensure the installation of all required landscaping as required by this section.
- d. The administrator shall inspect the landscaping to insure proper installation according to the approved landscape plan.
- e. The bond, or equivalent surety, will not be released until final approval of the landscaping.
- f. If the landscaping material is not installed in accordance with the landscape plan, the administrator may cause the bond, cash deposit, or letter of credit to be forfeited in an amount necessary to complete the installation. The administrator may waive the surety requirement.

2.3.7 MAINTENANCE

- a. If any portion of the landscaping material or irrigation equipment is damaged or destroyed, the owner, operator or other person in control of the development project shall replace or repair the damage or injury within 90 days following notification from the administrator. If the season of the year makes this repair or replacement infeasible within the 90-day period, the person responsible for the landscaping shall schedule an appropriate time for the accomplishment of this work with the ARC.
- b. If the repair or replacement is not accomplished in a timely fashion, the ARC may request that the City initiate proceedings to revoke the conditional use permit or business license for the subject use.

2.4 TRASH ENCLOSURES AND MECHANICAL/EQUIPMENT SCREENING

2.4.1 TRASH ENCLOSURES

- a. Trash enclosures shall allow convenient access from each tenant.
- b. Trash enclosures shall be constructed to be architecturally compatible with the project. All trash enclosures shall be treated with anti-graffiti material. The trash enclosure shall be constructed to complement building materials used in the design of the building(s) and include gates for screening.

2.4.2 MECHANICAL EQUIPMENT SCREENING

- a. To the extent possible, Switch boxes, transformers, electrical and gas meters, including ground mounted air conditioning units and other above ground or building mounted utility elements (including antennas or satellite disks but excluding power substations which shall conform to prescribed design standards established by NV Energy, shall be screened or located out of view from public roads, driveways and common public areas, such as exterior entrances.
- b. For buildings with perimeter walls less than 30 feet in height, All roof-mounted equipment shall be screened with a parapet from adjacent properties, public rights-of-way, and driveways/common areas within project. The screening elements shall be designed to be compatible with building architecture.

2.5 WALLS

The following standards shall be used for the consistent design of perimeter walls, where provided:

- a. Walls shall be decorative using materials and colors to complement the architectural design of the adjacent buildings/development theme as approved by the ARC.
- b. Walls shall incorporate at least one of the following every 265 linear feet:
 1. At least a two-foot change in plane for at least ten feet;
 2. Use of a pilaster at 265 foot intervals, on property corners, or at changes in wall planes
- c. The maximum height of rockery walls is six feet.

2.6 MAINTENANCE

Landscaping located within a median inside the right-of-way (if any) shall be maintained by landscape maintenance association (“LMA”) established by the Master Developer for instances of shared landscape not allocable to a single user building(s) or ownership such as clusters of buildings. Such an entity shall be responsible for the ongoing maintenance of any such LMA areas, provided that such landscape areas are not otherwise within the maintenance obligations of a given building or cluster of buildings as may be established by the Master Developer. Landscaped buffers/setbacks/easements adjacent to arterial and collector roadways that are not allocable to a single user building(s) shall be maintained by a landscape maintenance association (“LMA”) or in the absence of an LMA, an appropriately formed and empowered owners association.

The Master Developer may choose to create separate parcels for landscape buffers, detention/retention basins, etc. In such instances, such parcels shall be dedicated to an LMA. Areas to be maintained by any LMA may also be within easements created on given parcels within Victory MPA 1. Landscape located within the right-of-way (if applicable), landscape buffer parcels, and easements adjacent to all other roadways may be maintained by such an LMA in the event that the same are not otherwise included in the maintenance obligations established by Master Developer for any building or cluster of buildings. In instances where they cannot be allocated to a specific parcel, the Master Developer may create easements that provide for maintenance obligations that may be assigned to separate or logical clusters of parcels within Victory MPA 1.

The City of Fernley shall be responsible for the maintenance of all public sidewalks within the public right-of-way or within parcels dedicated for public use such as trails.

2.7 STREET LIGHTING

The lighting for Victory MPA 1 will utilize NV Energy and City of Fernley approved poles and luminaires. Major intersections, and marked crosswalks will be illuminated with City of Fernley and NV Energy approved poles and luminaires. Lighting located within the right-of-way will be installed by the Master Developer or parcel developer and maintained by NV Energy (for standard poles/fixtures). Power usage invoices for lighting located within the public right-of-way shall be paid by the City of Fernley. Figure 2.10 depicts the typical locations for street lighting at intersections and crosswalks in Victory MPA 1.

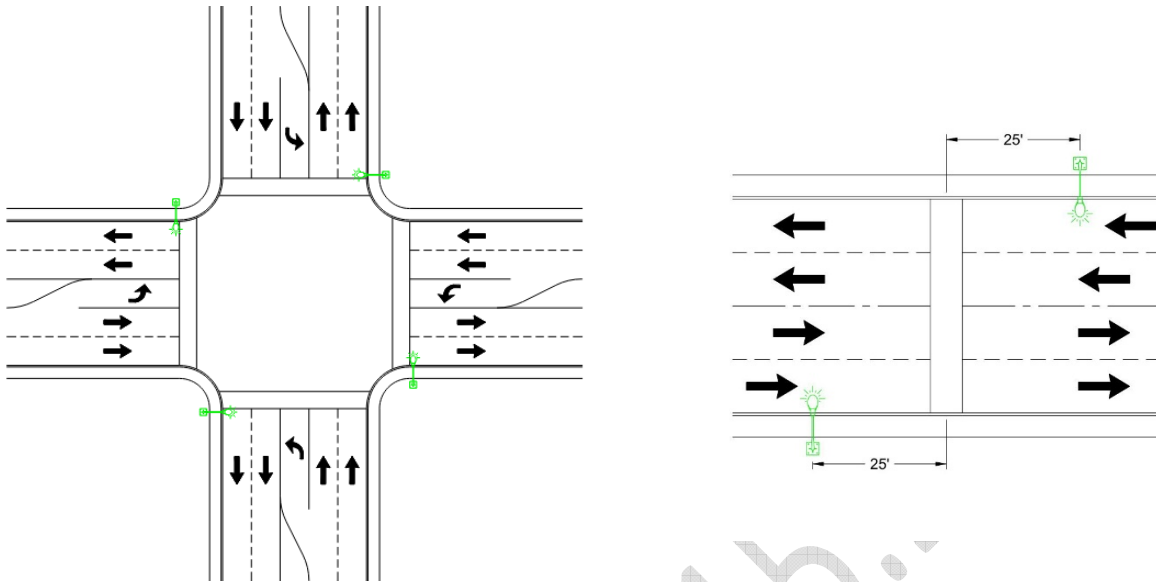


Figure 2-10 – Victory MPA 1 Typical Street Lighting at intersection and crosswalks

2.7.1 ARTERIALS, COLLECTORS, AND LOCAL STREETS

The following general lighting requirements shall apply within Victory MPA 1:

- a. Lighting fixture types shall be of a consistent scale, design and color along street corridors
- b. Street lighting shall be directionally shaded (or otherwise mitigated) to reduce offsite fugitive light and glare.
- c. Placement of street lights shall be at all major intersections and marked crosswalks along the major arterial, minor arterial, and collector roadways.

2.8 ACCESS TO EXISTING CITY FACILITIES

Improvements within Victory MPA 1 will create new access points to the City of Fernley’s EWWTP facilities. Previous access occurred through the unimproved portion of Gavin Road and continued on the south property line of Mark IV holdings. Roadway improvements to Gavin Road and the extension of Newlands Drive will modify where daily access by City staff occurs. The Gavin Road access route will no longer be the main access to the EWWTP. The main access to EWWTP will be located at the eastern terminus of the extended Newlands Drive as shown in Figure 2-11 below. This will include a 20’ paved access from Newlands Drive into the EWWTP parcel. A new 24’ wide gate will be installed at the existing fenceline, and a 20’ wide gravel improved road will be continued on the EWWTP property to tie into existing drive aisles within the plant.

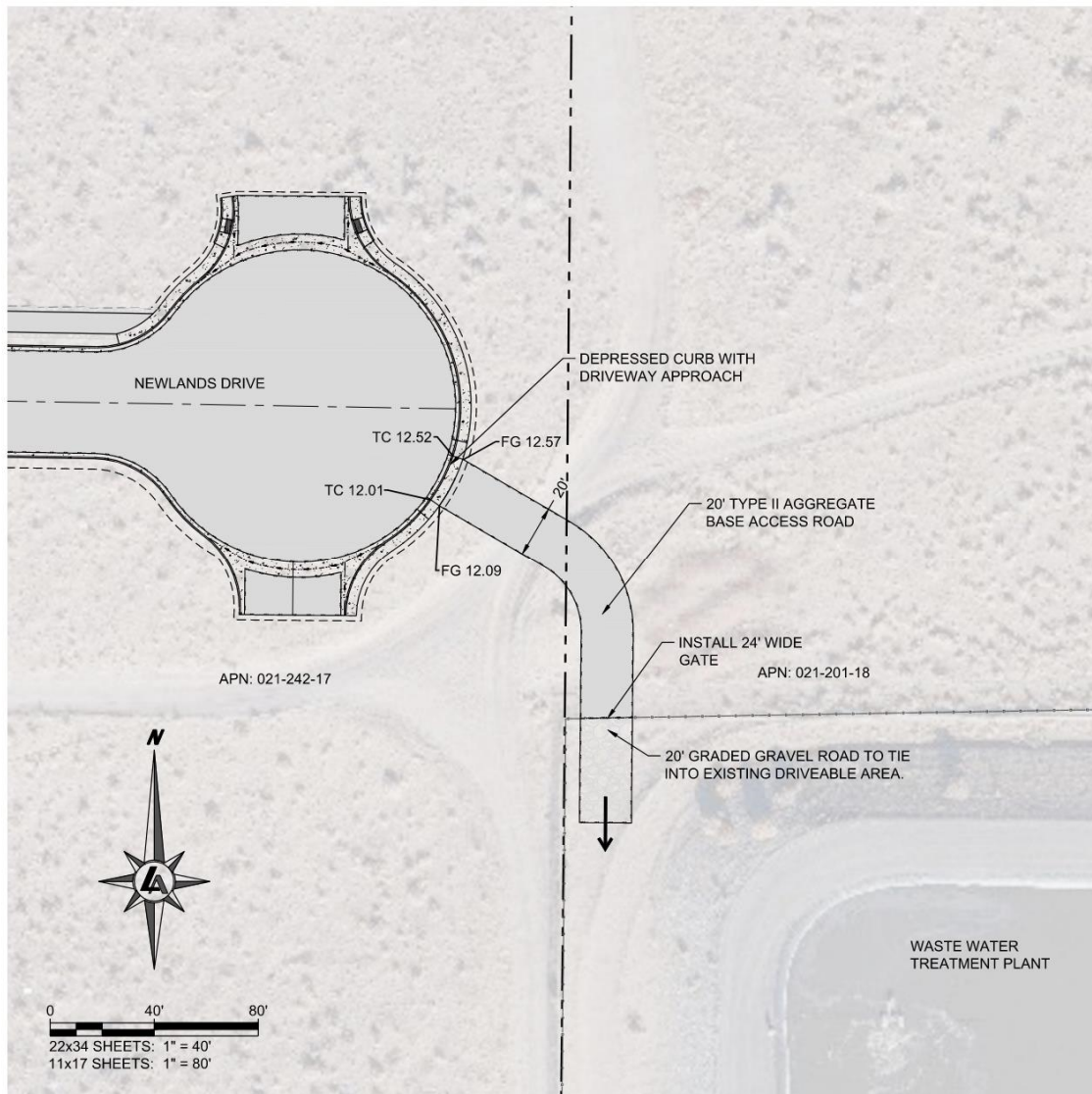


Figure 2-11 – Newlands Drive EWWTP Access

CHAPTER 3 DESIGN STANDARDS AND GUIDELINES

3.1 PURPOSE AND COMPLIANCE

The purpose of this chapter is to establish a baseline qualitative design standard through the use of design parameters to which developers of individual buildings in Victory MPA 1 must conform. This ensures that each individual project will align with the character and vision outlined for Victory MPA 1. The standards and guidelines in this chapter will shape the development of the various land use areas by providing specific design criteria for building orientation, lighting, signs, walls and fences, and other design elements integral to creating development projects that fit into the project theme.

Architectural standards and guidelines are also provided to ensure buildings within Victory MPA 1 achieve high quality measures of contemporary aesthetic design and high-quality engineering that deliver top of market functional specifications. The pictures contained in this Chapter are provided to as examples of the consistent high-quality look that the Master Developer intends to achieve yet are not intended to restrict the design features to the specific design features depicted in the photos.

It is the primary responsibility of the ARC to determine a project's compliance with this chapter during the administrative review processes.

3.2 SITE PLANNING STANDARDS AND GUIDELINES

The purpose of the site planning standards and guidelines is to address general provisions of site development which include building orientation, grading and drainage, parking areas, lighting, signs, walls and fences, and service areas. Site planning controls the proper placement of buildings and internal roads that service and access the various uses in the project.

3.2.1 BUILDING ORIENTATION

- a. Provided that sufficient truck court depth and building cross dock depths can be achieved, the higher architectural detail such as office nodes shall be oriented to afford view corridors to public rights-of-way.
- b. Building layouts shall provide pedestrians with convenient and safe access to buildings from sidewalks and parking areas. See example on following page.



3.2.2 GRADING AND DRAINAGE

- a. Grading will be undertaken to maximize the accessibility of each site with the proposed master plan infrastructure
- b. Mass cut and fill slopes (if any) shall be limited, when feasible, to retain a natural slope appearance in compliance with the City of Fernley Municipal Code Sections 32.09.070 and 32.09.130.
- c. To the extent practical, graded slopes shall be rounded resulting in smooth, harmonious transitions between the man-made terrain and the natural terrain.
- d. Finished grades at individual parcel boundaries shall meet existing grade within the landscaped area or a slope easement shall be created on the adjoining undeveloped property to be matched when that site develops.
- e. Vegetated slopes shall not exceed an average of 2:1 slope and turf areas shall not exceed an average 4:1 slope.
- f. Plantings within graded areas shall be designed to achieve effective ground coverage of any disturbed area within three years. All areas disturbed by grading that are not in landscaped areas will be revegetated with best management practices.
- g. All graded slopes shall be revegetated prior to building occupancy. If climatic conditions or other circumstances prevent planting at the time of occupancy a bond shall be provided for landscaping during the subsequent growing season or other arrangements made for revegetation, subject to the approval of the ARC. Drought tolerant plant species (refer to landscape standards in Chapter 2) shall be utilized to help minimize erosion.
- h. The developer shall submit an erosion control plan with each grading plan.

- i. The developer shall submit a grading plan for any phase of the project to the City of Fernley for approval. Prior to the issuance of a grading permit for the development, the developer shall post a surety bond for re-grading and reclamation as well as proof of a storm water discharge permit from the Nevada Department of Environmental Protection. A surface area disturbance permit from the NDEP is required if disturbance is over 5 acres.
- j. Dust suppression and erosion control measures will be incorporated into all grading plans submitted to the City of Fernley for approval. The contractor will be responsible for methods used to meet the requirements of the City of Fernley.
- k. Retaining walls will be split faced block, modular stacked block, or others as approved by the ARC. Proposed retaining walls shall be included with proper grading plans and followed up with complete building permit packages which include structural calculations as required by code.
- l. Slopes steeper than 2:1 will be allowed within Victory MPA 1 with stabilization as recommended by a geotechnical engineer.
- m. Slope revegetation requirements will be coordinated with geotechnical engineer recommendations.
- n. All large cut/fill slopes or other large walls or terraced wall systems shall require cutoff/diversion swales at the top and sufficient width for maintenance access along the top and bottoms of walls and slopes.

3.2.3 PARKING LOTS AND PARKING LOT ENTRY DRIVES

- a. No more than ninety-five percent (95%) of the required automobile parking shall be in the rear service area of a project site. Truck and trailer parking shall be logically separated from auto parking.
- b. Parking lot design, configuration and sizes of parking stalls and aisles shall comply with Section 32.09.120 of the Fernley Municipal Code. Where a conflict exists between these standards and the Municipal Code the standards contained herein shall apply.
- c. Landscape islands shall not be required within truck court areas, or lots dedicated to parking of trucks/trailers.
- d. Total required parking spaces, parking dimensions, and access shall be designed per the Section 32.09.120 of the Fernley Municipal Code except for DC uses (aka Data Centers) which shall be afforded the opportunity to submit a parking study by qualified professionals to establish appropriate industry standards that demonstrate a lower parking ratio that should be justifiably and reasonably allowed. Parking ratios shall be determined by Table 32.09.120-2 of said section.
- e. Deviations to required parking standards may be permitted by the ARC and the City of Fernley if it can be demonstrated through a parking study/analysis (utilizing accepted professional

data) that a lower parking ratio is well supported and justified to adequately satisfy the parking demand.

- f. Driveways and entries will conform to the most current version of the City of Fernley Access Management Policy.

3.2.4 LIGHTING

- a. Parking lot layouts and configurations shall incorporate safety into design considerations including walkways and areas in path of travel.
- b. Parking lot, walkway and area lighting heights shall be reflective of the architecture of the project and be in scale with the setting.
- c. Overall lighting levels shall be compatible with surrounding ambient levels and color shall be uniform throughout a building project or cluster of buildings.
- d. Exterior lighting shall be used for purposes of illumination and safety except for signage that is compliant with an approved signage program.
- e. Night lighting of building exteriors shall be used only to highlight special recognizable features; accent repeated features; or use the play of light and shadow to articulate the facade. The purpose of illuminating the building shall be to add visual interest and supply building identification, directional signage and tenant signage that satisfies an approved signage program. Any direct projection of light (not ambient light) beyond the property line must be mitigated.
- f. Support structures for lighting shall be designed as part of the general theme of the building architecture.
- g. Mitigating excessive energy consumption shall be a factor in lighting type selection.
- h. Outdoor light sources shall incorporate cut-off shields to confine illumination to the site and mitigate the glare impacts upon adjacent properties.
- i. Exterior lights shall not blink, flash or change intensity. String lights, building or roofline tube lighting, reflective or luminescent wall surfaces are prohibited unless approved by the ARC and the City of Fernley.
- j. Mitigation directives shall provide that when possible sources of light shall be shielded or concealed and directed downward. Parking lot, walkway and area lighting shall be directed downward to mitigate light spilling off-site. The light source shall be kept as low to the ground as possible while ensuring safe and functional levels of illumination.
- k. Lighting within Victory MPA 1 shall comply with the regulations governing lighting contained within the Fernley Municipal Code Section 32.09.100. Where a conflict exists between the development standards recited herein and the City of Fernley Municipal Code, the standards recited herein shall apply.
- l. Lighting shall be placed along primary pedestrian pathways and crossings and any other pedestrian intensive areas.

- m. Lighting shall have a common design and color within the development. The use of non-standard fixtures along rights-of-way shall be prohibited.
- n. Bollards (if used) shall have a maximum height of 45 inches.
- o. Pedestrian lighting shall be spaced at intervals appropriate to facilitate the safety of the pedestrian.

3.2.5 SIGNS

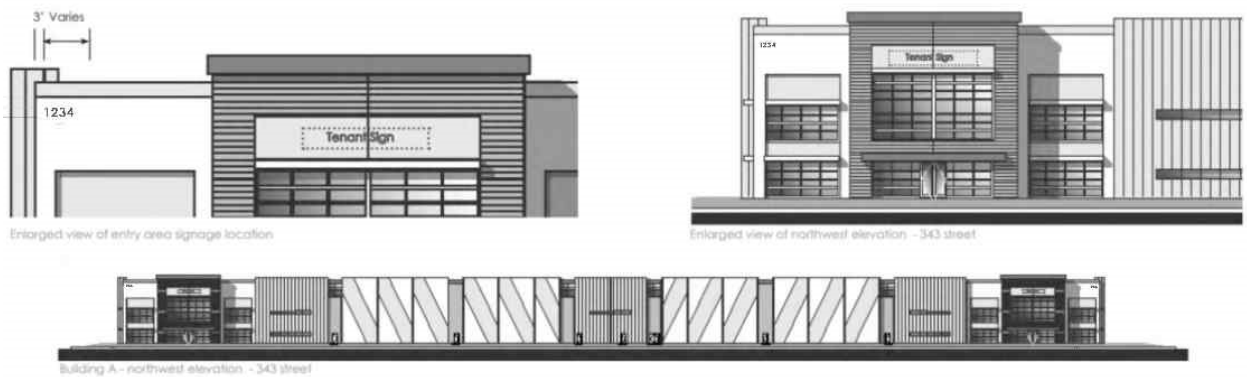
Signs and their integration into the project are a critical element in the design of Victory MPA 1. Careful use of forms, styles, materials, and colors will establish continuity throughout the project. The Victory Sign Program will conform to strict standards of first class industrial projects like Victory with consistent measures of aesthetics that are tasteful and professional and fabricated with high quality materials that deliver a look with broad appeal that conveys a timeless high quality image.

- a. Signs may be used for business and activity center identification (see examples below). Signs may be included on facades of buildings according to the sign development standards included in Chapter 32.10 of the Fernley Municipal Code and as provided in the Handbook or the Victory Sign Program as established by the Master Developer.

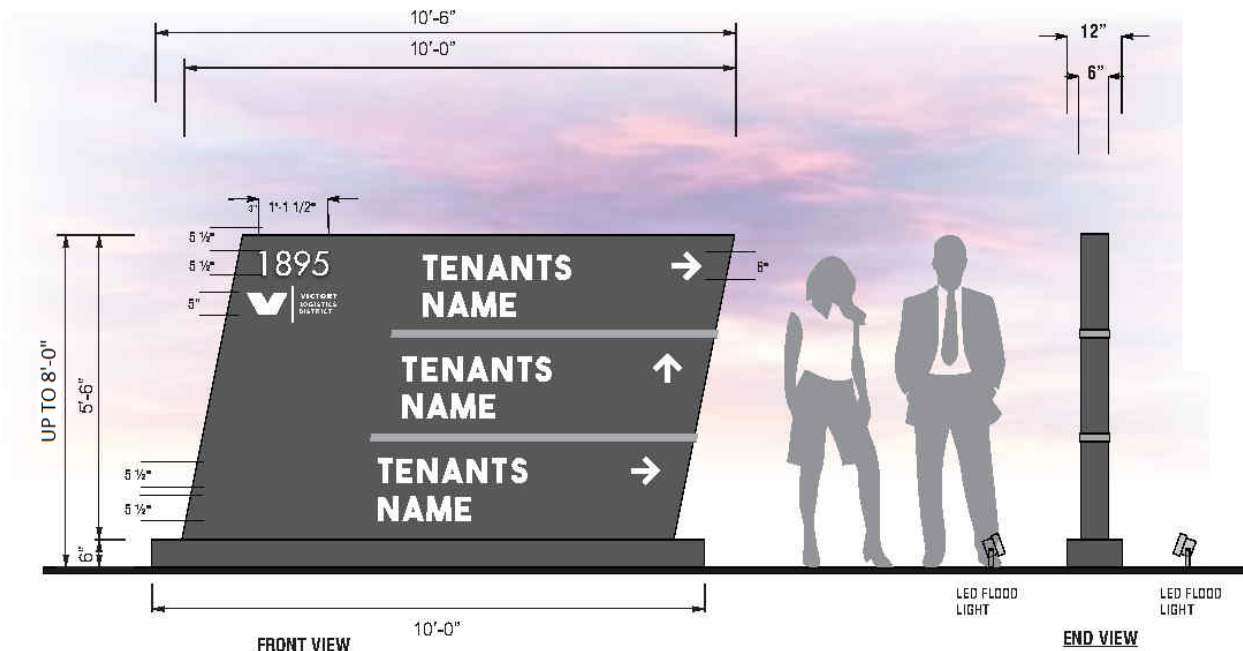


- b. Signs shall be included on facades or entry canopies of buildings and illuminated or backlit with indirect lighting. All tenant identification signs shall be consistently located and integrated into the architectural design of the building entry or office node. Storefront signs shall be proportional with the building architecture (see examples below).

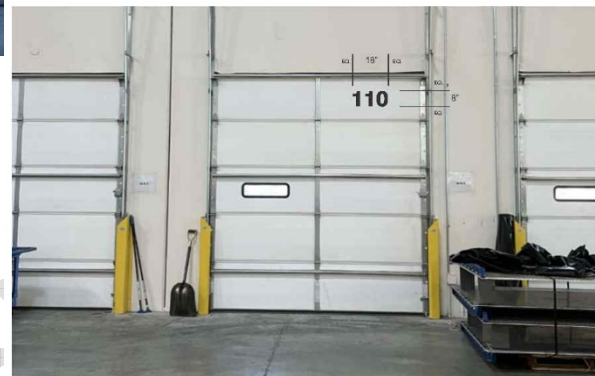
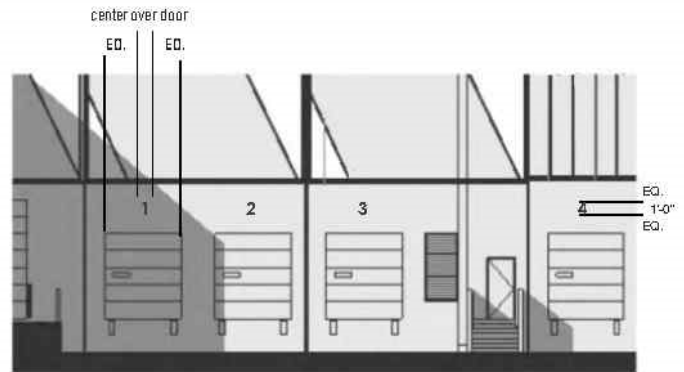
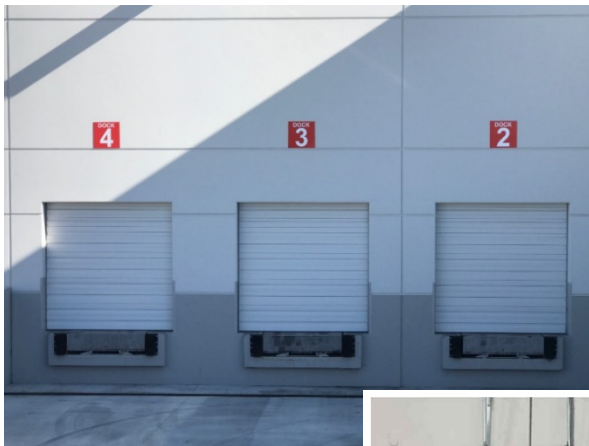




- c. Simple painted or raised letter signs are encouraged. A uniform scheme of colors, materials and style shall be utilized in each building or cluster of buildings. Flashing or animated signs are prohibited. Digital signs may be proposed and shall be in conformance with City of Fernley regulations.
- d. Freestanding information or tenant directory kiosks are allowed. Kiosks shall be designed to pedestrian scale with a maximum height of eight (8) feet and will be placed in proximity to pedestrian paths of travel. Kiosks shall be carefully integrated into the landscape and architectural design of the entries (see example on following page)



- e. Any parcel directional and regulatory signs shall be integrated to the landscape and architectural design of the site. Directional and regulatory signs shall be placed at key points to minimize the required number of signs. Maximum height of directional or regulatory signs shall be six (6) feet.
- f. Signage for dock doors and public safety shall be excluded from allowed sign area and permitted, subject to review by the ARC. See examples below of exempt signage.



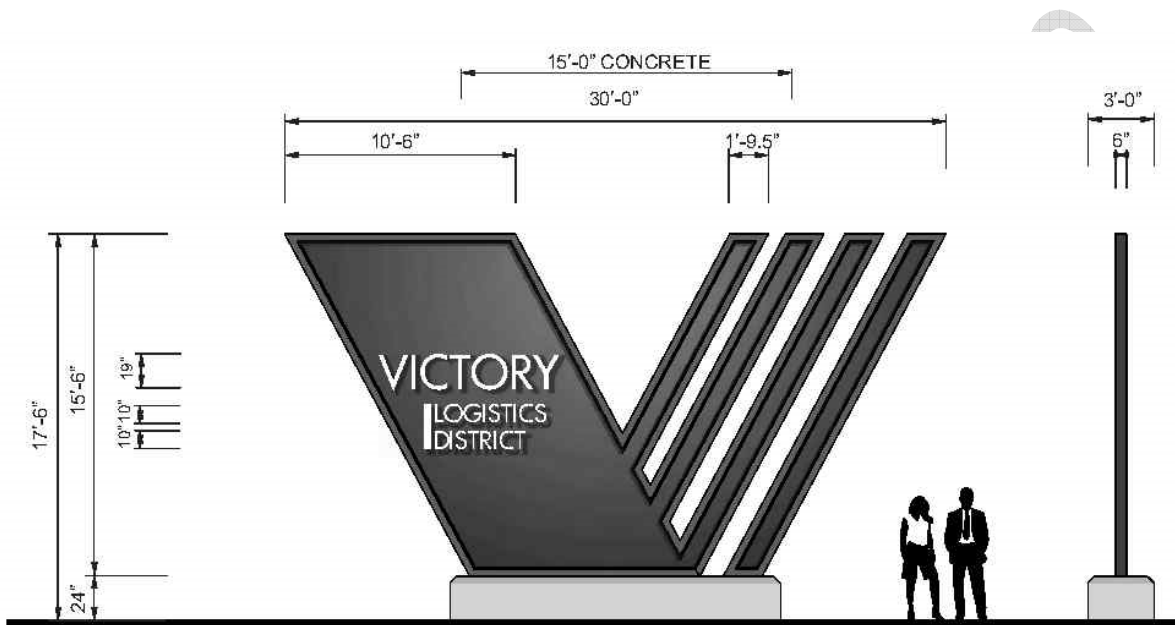
- g. Building, free standing, monument and pylon signs are permitted in accordance with City of Fernley, as applicable for the commercial (V-C) and Industrial (V-I) land use designations. Where a conflict exists between these development standards and the City of Fernley Municipal Code, the standards contained herein shall apply. Typical freestanding and monument signs are depicted below:

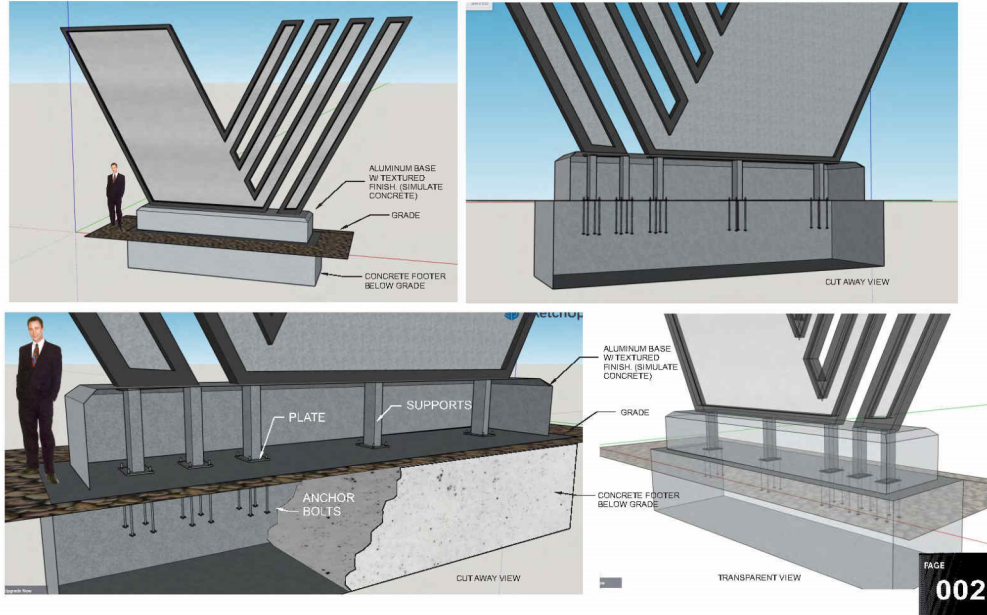


VICTORY
3-40

VICTORY
LOGISTICS | DISTRICT

- h. Project identification monuments for the overall Victory Logistics District may be located at prominent locations throughout the project. These “grand” monuments shall not exceed 17.5-feet in height and may be a maximum of 30-feet in width. The signs shall include a uniform theme in providing identification for the project as a whole, may include illumination, and shall be consistent with the concepts presented below and on the following pages:







- i. These standards may be modified by the Master Developer if unique qualities and standards are required to satisfy particular requirements, identity programs or security protocols for certain uses. In such instances, a master sign program for each building or cluster of buildings may be established for the number, types and location of signs which may best be determined by the unique needs of the property owners or tenants and be submitted to the ARC for review. Any such deviation or subset of design standards shall establish the style and type of sign for any such building or cluster of buildings in a manner that compliments well established and consistent protocols (such as colors, materials, placement and aesthetics) are consistent throughout the project. For new development and remodels of existing buildings that propose a significant deviations from the established Signage Program, shall be reviewed through the administrative review process outlined in this Handbook.

3.2.6 WALLS AND FENCES

- a. Walls and fences may be utilized to provide a buffer between incompatible uses. It is important, however, that walls are appropriately integrated into each project
- b. Design of all walls and fencing shall be consistent in terms of material, color and detail with the architecture of a given building or cluster of buildings with common access points or common areas. Exceptions to these provisions are afforded to DC use (or Data Center) which typically use certain types of fences or walls for their power substations and or perimeter security and screening walls. This includes but is not limited to Expanded Metal Fences that are a minimum of 8 feet tall and topped with another 1 foot extension arm holding three strands of barbed wire at 45% facing outward at a total height that may exceed 9 feet above surrounding ground elevation as appropriate, and often employ masonry block walls for perimeter or screening walls including any power substation, and may require a maximum of 14 feet in height above top of wall footing, while typical heights around power substations range from 8 to 14 feet above finish grade of the substation or surrounding grade as appropriate, and equipment yard screen walls are typically 20 ft in height or surrounding ground elevation as appropriate.
- c. Walls and fences within Victory MPA 1 shall comply with the following standards as well as the regulations contained within Section 32.09.050 of the Fernley Municipal Code. Where a conflict exists between these development standards and the City of Fernley Municipal Code, the standards contained herein shall apply.
- d. Screen walls shall be a minimum of three feet in height, but not more than six feet high except as provided in b above.
- e. Barbed wire, plain exposed concrete block, palisade, K-rated/crash-rated fencing and chain link are permissible per the standards included in Section 32.09.050 of the Fernley Municipal Code.
- f. Screen walls and/or landscaping shall be used to screen service, loading, trash and/or utility areas where they abut public rights-of-way, pedestrian plazas, or adjacent non-compatible uses.

- g. Trash and service areas shall be screened or landscaped.
- h. All privately maintained stormwater retention/detention basins shall be screened for safety and prevent pedestrian access with a 42" high pedestrian guard rail adjacent to pedestrian areas. All publicly owned and maintained basins shall be fully fenced with 6-foot tall chain link or decorative 6-foot tall fencing with locked gates for access.

3.2.7 SERVICE AND UTILITY AREAS

- a. All trash and garbage bins shall be stored in an enclosure, approved by the disposal service provider, and the ARC.
- b. Trash enclosures shall allow convenient access for each tenant.
- c. The trash enclosures shall be constructed of substantial building materials used in the design of the building(s). Gates shall be constructed of durable building materials that screens at a minimum 80% of the view into the trash enclosure.
- d. Trash enclosures must include provisions for concrete pads or appropriately designed asphalt sections in front of the enclosure.
- e. A loading area shall be provided for each freestanding restaurant site (applicable to C land use), or other accommodations shall be made.
- f. Truck maneuvering/circulation areas adjacent to non-industrial properties shall be designated to prohibit trucks from parking and idling in these locations, except in approved loading spaces or docks.
- g. Semi-truck maneuvering into and out of loading docks shall be accommodated on the development site, limiting maneuvering on adjacent public or private streets providing access to other development sites.
- h. Provide adequate drainage to prevent water or ice build-up at loading dock door(s).
- i. Provide adequate lighting. Lighting should provide convenience for loading and unloading and instances where light would otherwise spill over to adjacent parcels shall be appropriately mitigated.
- j. Separate vehicular and pedestrian traffic.
- k. Outdoor storage is not allowed per the CC&Rs, unless approved by the ARC and provided that an appropriate temporary use permit has been approved by the City.
- l. Required parking or loading areas shall not be used for permanent outdoor storage unless approved by the ARC.
- m. Service and storage areas shall be screened and gated. Trash enclosures shall be finished using materials that complement the development architecture (see previous examples). Gates shall be constructed of visually pleasing solid material such as metal, wood, or vinyl that visually screen the dumpster. Trash collection areas shall be approved by the disposal service provider, and the ARC.

- n. Transformers and other utility equipment that must be above ground shall be screened consistent with the standards of this handbook.
- o. Trash receptacles, compactors and bailers may be located within a building or in loading dock areas.

3.2.8 DRIVE-THRU FACILITIES

Drive-thru facilities are allowed in the Commercial land use designation within Victory MPA 1. Drive-thru facilities are intended to promote safe and efficient circulation, avoid site conflicts/functional problems, provide clearly identifiable circulation routes and provide for adequate vehicle stacking. Drive-thru facilities can include restaurants, drive-in banks and savings and loan institutions, and automated teller machines.

- a. Stacking lanes shall accommodate a minimum of 120 feet for food service uses (as measured from the pick-up window).
- b. Non-food service drive-thrus shall include a minimum of 80-feet of stacking distance, as measured from the service window.
- c. Drive-thru aisles shall be located as to not conflict with or obstruct circulation with other drive aisles or parking spaces.
- d. Drive-thru stacking distances may be varied with the approval of the ARC if it can be demonstrated that impacts to adjoining parking areas and/or drive aisles will not occur.

3.3 ARCHITECTURE STANDARDS AND GUIDELINES

3.3.1 BACKGROUND

The purpose of these architectural guidelines is to provide general design criteria and guidance for the development. The guidelines are not intended to restrict creativity or prohibit variety, but rather promote both visual compatibility and architectural quality. Architectural standards and guidelines are also provided to ensure buildings within Victory MPA 1 achieve high quality measures of contemporary aesthetic design and high-quality engineering that deliver top of market functional specifications.

3.3.2 ARCHITECTURAL THEME

Given the size of Victory MPA 1 and the breadth of tenants and uses, there is no set architectural theme mandated by this Handbook. Instead, Victory MPA 1 offers a unique opportunity to incorporate a variety of architectural styles and designs that will be tied together through the implementation of the standards included in this Handbook. The goal is to create a consistently high quality industrial center whose character and identity will withstand the test of time.

3.3.3 BUILDING MASS AND FORM

- a. Facades shall be visually interesting by incorporating wall plane projections or recesses on all four sides of the building. It is recognized that the nature of some envisioned uses (i.e. warehousing and distribution) require long expanses of flat wall planes to accommodate dock doors, etc. However, methods shall be implemented to articulate these planes, including

bump-outs, variation in rooflines, etc. There shall be no long flat expanses of walls that exceed 500 feet without incorporating at least two of the following: color change, texture change, material change, or plane projections or recesses. See examples below.



- b. Facades shall be articulated to reduce the uniform, impersonal appearances of large office/industrial buildings and provide visual interest. See examples below.





c. The office nodes of buildings shall incorporate architectural features such as glazing, canopies, material changes, or other elements and/or patterns at project entries that provide pedestrian-scale visual interest. See example to left.

d. Building facades shall use color change, texture change, material change or relief changes to create a higher measure of interest to what would otherwise represent large expanses of blank walls and box-like structures. See example to right



e. Clusters of buildings within a single user's facilities shall be designed to be compatible with each other using similar building materials, texture, color, or design.

3.3.4 BUILDING ENTRYWAYS

a. Entryway design elements and variations shall give orientation and aesthetically pleasing character to the building. The entrance shall be clearly distinguished by the architectural design of the building.

b. Each principal building should have clearly, highly visible entrances featuring architectural elements that distinguish themselves from the balance of the building. Typical elements are listed below. However, alternative elements may be utilized during the design review process if a better design solution is found that will satisfy the design intent:

- canopies
- overhangs

- recesses/projections
- corniced parapet wall over the entry element
- peaked roof forms
- arches

3.3.5 ROOF FORM

All rooftop equipment on buildings less than 30 feet tall shall be screened from public view at street level in a manner matching the architectural style and materials of the building. Screening shall be designed as part of the architecture of the building.

3.3.6 MATERIALS AND COLORS

- Buildings within a development shall be aesthetically pleasing and compatible with materials and colors used in adjoining buildings.
- A variety of building materials, accents, or colors shall be used on all four exterior sides of all buildings. The variety of material selected shall establish a balance of textures, wall plane changes, and color to eliminate excessively long spanses of flat colorless wall.
- Predominant exterior building materials shall be of high quality. These include a minimum of three (3), but are not limited to:
 - concrete tilt-up
 - projection/recess forming elements in concrete
 - brick or brick veneer
 - iron
 - steel/metal
 - other native stone
 - painted, tinted, textured, concrete masonry units
 - tinted, textured stucco or dryvit
 - window walls / reflective glass
 - glass or glazing
 - concrete or form board concrete
 - other materials acceptable to the ARC.
- Facades shall utilize low reflecting, subtle, neutral or earth tone colors. The use of high intensity colors, metallic colors, black or fluorescent colors shall only be used as accents.
- Building trim and accent areas may feature brighter colors, including primary color. Neon tubing shall only be permitted with the approval of the ARC as an accent or building trim feature.
- Exposed trusses, beams, and other structural elements that directly relate to the design of the building are encouraged.

CHAPTER 4 INFRASTRUCTURE AND PHASING

4.1 UTILITIES/INFRASTRUCTURE

This chapter addresses the infrastructure improvements that will be required to support the ultimate development of Victory MPA1; specifically, open space/trails, sanitary sewer, water, drainage/flood control, traffic, rail, electricity/natural gas, police protection, and fire protection, as generally described in Sections 4.1.1 through 4.1.9 below. These infrastructure improvements will be governed by the following binding principles: Sufficiency, Concurrency, Equitable Funding, and Certainty.

- **Sufficiency** – The infrastructure of Victory MPA1 must be sufficient to adequately serve the land uses described in Chapter 2 of this Handbook. In order to establish those requirements, a comprehensive set of infrastructure analyses have been completed for Victory MPA1. The analyses include preliminary drainage, water, sewer, and traffic studies for the project. Each of these studies is included as an appendix to this Handbook, and the recommended infrastructure improvements in these studies establish the benchmark by which sufficiency of service will be measured as development progresses in Victory MPA1.

As design of the overall infrastructure system is advanced, additional alternatives for phasing buildout and efficient use of infrastructure will be considered. The Master Developer is committed to providing adequate utility buildout for all prospective tenants and will work with the City of Fernley to deliver infrastructure capable of expanding with tenant growth. This will require using engineered designs that deliver value and function while mitigating against excessive operating and maintenance costs. All final infrastructure will be designed with the flexibility to accommodate the expansion of capacities for the forecast tenant base.

- **Concurrency** – Infrastructure improvements in Victory MPA1 should be available concurrently with the physical development of the uses generating demand for such infrastructure improvements. Section 4.2 of this Chapter 4 provides additional detail on the phasing of infrastructure improvements, and sets forth clear, but flexible parameters for ensuring that infrastructure is available when needed, but not “over built” in such a manner as to impose unnecessary operating and maintenance costs on Master Developer or the City.
- **Equitable Funding** – Equity requires that infrastructure improvements necessitated by new development be funded by that new development. Similarly, fairness dictates that infrastructure improvements that benefit current or future development located outside Victory MPA1 be funded by that development to the extent of such benefit. Finally, operating and maintenance expense for infrastructure within Victory MPA1 should be apportioned between the City and private parties in the same manner as such expenses are addressed elsewhere in the City. The tables included in Section 4.2 of this Chapter 4 illustrate these concepts of equitable funding, which will guide the apportionment of

expense for capital improvements and operating/maintenance for infrastructure within the Project.

For clarification, nothing in this Handbook shall be deemed to obligate the City to advance public funds on any particular timetable nor participate in any form of public financing for construction of any improvement or infrastructure contemplated herein. The City and Master Developer will engage in good faith discussions from time-to-time regarding various options to provide mechanisms that will insure the timely and economically efficient provision of the infrastructure improvements described in this Handbook (including, without limitation, possible impact fee programs adopted by the City under Code §32.13.010, one or more reimbursement agreements entered into by the City under Code §32.13.020 or Code §32.09.170(e)(2)), the formation of one or more Special Improvement Districts pursuant to Consolidated Local Improvement Law, as amended (NRS Chapter 271), and the formation of one or more Tax Increment Areas pursuant to NRS Chapter 278C). However, any obligation of the City to contribute funds of a particular amount or at a particular time shall be subject to future agreement and action by the City, applying the principles set forth in this Section 4.1.

- **Certainty** – As noted in Chapter 1 above, the size and scale of Victory MPA1 will require a significant capital investment by Master Developer, return on which will take years to realize. In order to encourage and protect Master Developer's investment, it is understood that the open space/trails, sanitary sewer, water, drainage/flood control, traffic, rail, electricity/natural gas, police protection, and fire protection infrastructure improvements and/or services described in and developed pursuant to this Handbook are the sole types of public infrastructure and municipal services required of development within Victory MPA1. While the phasing and scope of the aforementioned infrastructure improvements and/or services will vary to ensure efficient development consistent with the principles in this Section 4.1, no other types of infrastructure or municipal service (e.g. recreational amenities, library services, schools, public safety buildings, etc.) may be required of development within Victory MPA1.
- **Phasing** – Due to the size and scale of the Victory MPA1 project, the project has been divided into smaller phased portions of likely buildout areas. This phasing is not ordered, but grouped in development areas that are able to meet tenant demand as it progresses. These areas are the East, North Central, South, South Central, and West and discussed in section 4.2 of this handbook.

4.1.1 OPEN SPACE AND TRAILS/PATHS

Open space areas including but not limited to detention/retention facilities, drainage channels, trails and paths, and landscaping will all be undertaken with timely phasing that concurrently delivers such infrastructure as may be required to satisfy the needs of development projects as they are completed. Trails will be constructed with adjacent roadways and trail connectivity will be supported with all finalized roadways per the sections provided in Section 2. All trails will be ADA compliant. Figure 4-1 shows the layout of the multi-use path throughout Victory MPA 1.

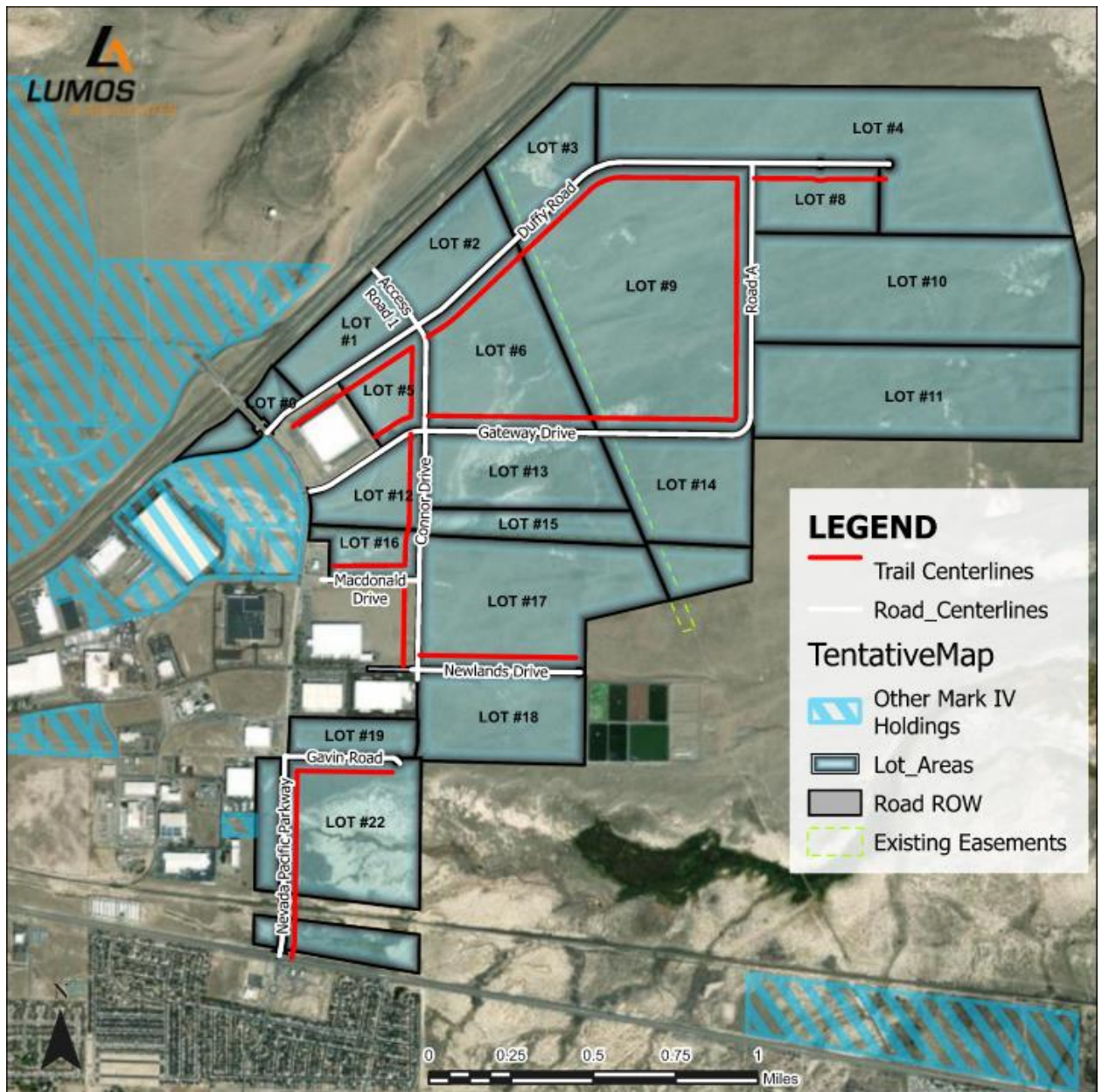


Figure 4-1 – Victory MPA 1 Roadway and Trail System

4.1.2 SANITARY SEWER

The preliminary sewer report prepared by Lumos & Associates is included in the attached appendices (the “Sewer Report”) and identifies conceptual sewer system recommendations and costs for the Victory MPA1.

The backbone sewer system planned for Victory MPA1 will consist of approximately 3.3 miles of gravity sewer pipeline ranging from 8-inch to 18-inch diameter. Buildout peak flows for the gravity system are estimated at 3.9 mgd. Preliminary options for the lift stations include square or rectangular wet wells. Final wet well dimensions and shape will be determined during design. A

duplex pump system (1 duty + 1 standby) to triplex pump system (2 duty + 1 standby) is proposed with the various lift stations, with preliminary motor sizes ranging from 5 to 30 horsepower (hp) each. Submersible pumps are recommended for all lift stations, however, all design will be coordinated with the City of Fernley for final input on facilities. Odor control will be considered in the design of all lift stations as well.

Construction Considerations:

Considerations for design and construction of the onsite and off-site sewer system are summarized below:

- **Phasing:** Sewer infrastructure recommended in the Sewer Report will be phased to match the growth of the development as provided in Section 4.2 below, with the lift stations planned for construction with the initial phase.
- **Easements:** Utility easements will be provided for any portions of the force main alignment to allow access through the public property. Force mains installed parallel to rail spurs shall be located in separate 10' wide easements which are accessible for maintenance without encroaching into the rail spur easement/ROW.
- **Utility Conflicts:** A thorough investigation of existing utilities along the force main alignment will need to be conducted during design including review of record drawings, coordination with utility companies, and potentially potholing.
- **Special Construction:** Encasements under any future rail alignment will be compliant with UPRR standards.
- **Connection at East Fernley Wastewater Treatment Plant ("EWWTP"):** Available capacity and discharge location at the EWWTP will need to be coordinated with the City of Fernley per the sewer report
- **Traffic Control:** Traffic control measures will be developed and implemented in accordance with the requirements of the City of Fernley, and the Manual on Uniform Traffic Control Devices.
- **Nevada Department of Transportation ("NDOT"):** Right-of-way occupancy permits will be acquired in any NDOT right of way areas.

Wastewater generated from Victory MPA1 will be collected by a gravity sewer network and conveyed to several on-site lift stations. From the on-site lift stations, wastewater will be conveyed to EWWTP, just east of the southern portion of the project via various force mains during different phases of the project. The final layout and sizing of sewer infrastructure will be determined during final design. Figure 4-2 shows the anticipated sewer phasing as it relates to the five phases of the project. Depending on the location of tenant demand, this phasing will be modified to install the necessary improvements to serve any tenant buildout and accommodate

future demand. Table 4-1 shows the anticipated pipe sizes and lengths to be installed for the backbone infrastructure.

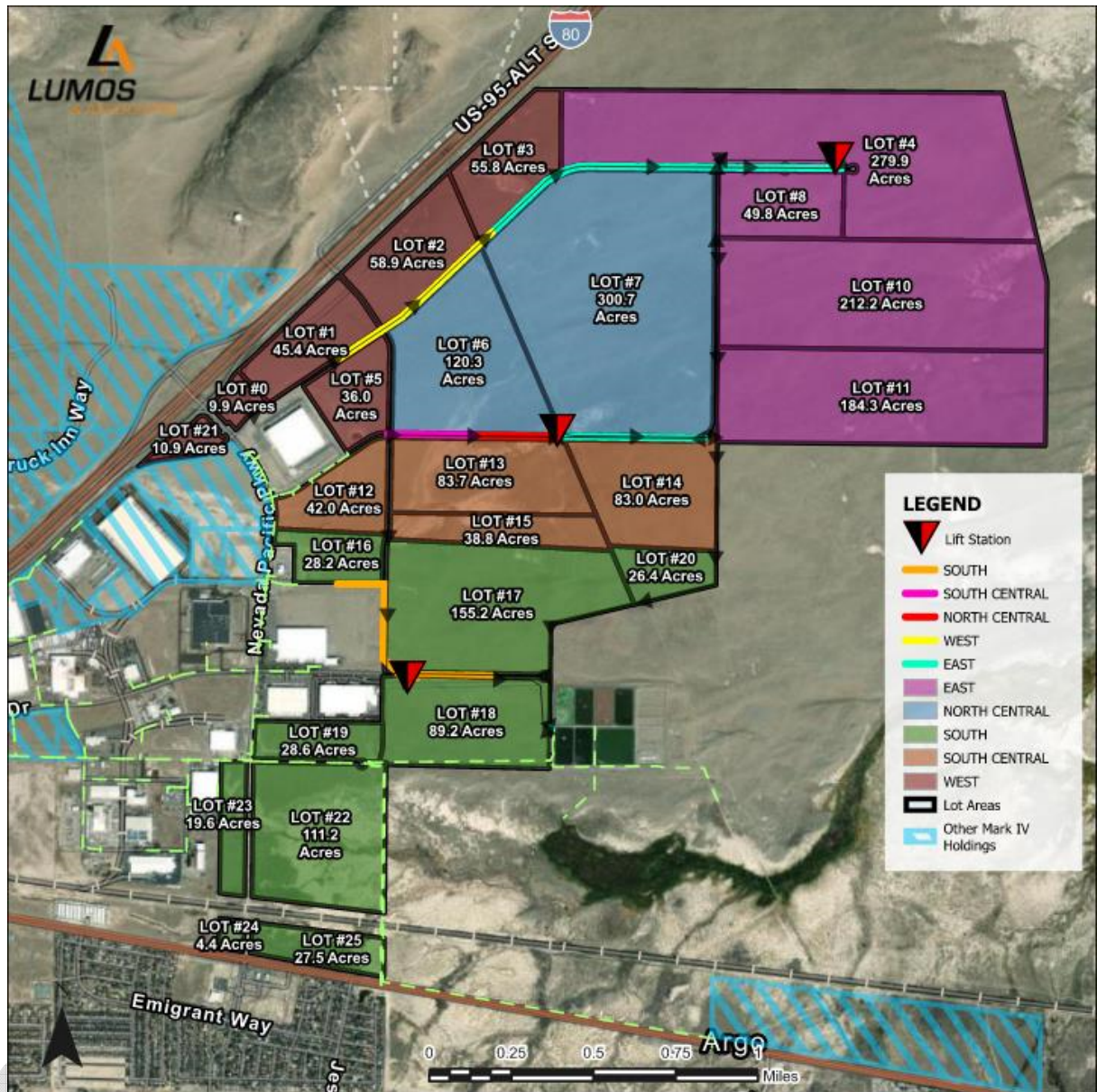


Figure 4-2 – Sewer Phasing

Table 4-1 – Pipeline lengths for backbone Gravity Sewer and Force Main Network

Pipe size (inches)	Pipe length (LF)
Gravity Sewer	
8	8930
10	7970
12	1310
15	50
18	10
Force Mains	
4	5,870
6	31,560
8	12,980

Any lift station that pumps directly into the treatment plant will be required to have pretreatment equipment installed at the WWTP headworks. This equipment will be a chain and rake facility at a minimum.

Supervisory Control and Data Acquisition software will need to be installed and incorporated into the City's existing SCADA software. All costs shall be borne by the developer.

4.1.3 WATER

A detailed water report, prepared by Lumos & Associates is included in the appendices of this Handbook (the "Water Report"). A summary is provided herein.

Considerations for design and construction of the off-site water facilities are summarized below:

- **Phasing:** Water infrastructure recommended in the Water Report will be planned to provide adequate looping for the proposed system.
- **Utility Conflicts:** A thorough investigation of existing utilities along the water main alignments will be conducted during design including review of record drawings, coordination with utility companies, and potentially potholing.
- **Special Construction:** Special construction (e.g. concrete encasement) may be required if minimum utility separations cannot be met within existing utility corridors. Encasements under any future rail alignment will be compliant with UPRR standards.

- **Connection to Existing Systems:** Connection to the existing City of Fernley water mains will need to be coordinated and planned to minimize water service interruptions.
- **Traffic Control:** Traffic control measures will need to be developed and implemented in accordance with the requirements of Fernley, NDOT, and the Manual on Uniform Traffic Control Devices.
- **Nevada Department of Transportation (“NDOT”):** Right-of-way occupancy permits will be acquired in any NDOT right of way areas.
- **Flushing of Mains:** In the event that periodic flushing of water mains during construction produces large amounts of wasted water, the developer will pay for the water use.

The preliminary on-site water system includes a backbone distribution system with a minimum 2 pressure zones, pipe diameters ranging from 8 to 30-inch diameter, one existing and three new phased water storage tanks. Hydraulic modeling results and calculations show that the Master Developer’s conceptual water distribution system will be in compliance with all state and local regulations to meet required Average Daily Demand (“ADD”), Maximum Daily Demand (“MDD”), PHD, and fire flow scenarios. Exact phasing, sizing, and location of on-site infrastructure will be determined by development needs at the time of final design consistent with Section 4.2 below. All permanent infrastructure will be designed for full future buildout of anticipated tenants.

Master Developer controls sufficient water rights to support the development of Victory MPA1 and will allocate those resources incrementally as users are committed. Master Developer’s baseline water allocation to users will be up to one-half acre-foot of water for every acre of development. The water rights ultimately committed to any given deal will be based upon the desirability, financial strength, and use dynamics within Victory MPA1.

Supervisory Control and Data Acquisition software will need to be installed and incorporated into the City’s existing SCADA software. All costs shall be borne by the developer.

Figure 4-3 shows the anticipated water phasing as it relates to the five phases of the project. Depending on the location of tenant demand, this phasing will be modified to install the necessary improvements to serve any tenant buildout and accommodate future demand. Table 4-2 shows the anticipated pipe sizes and lengths to be installed.

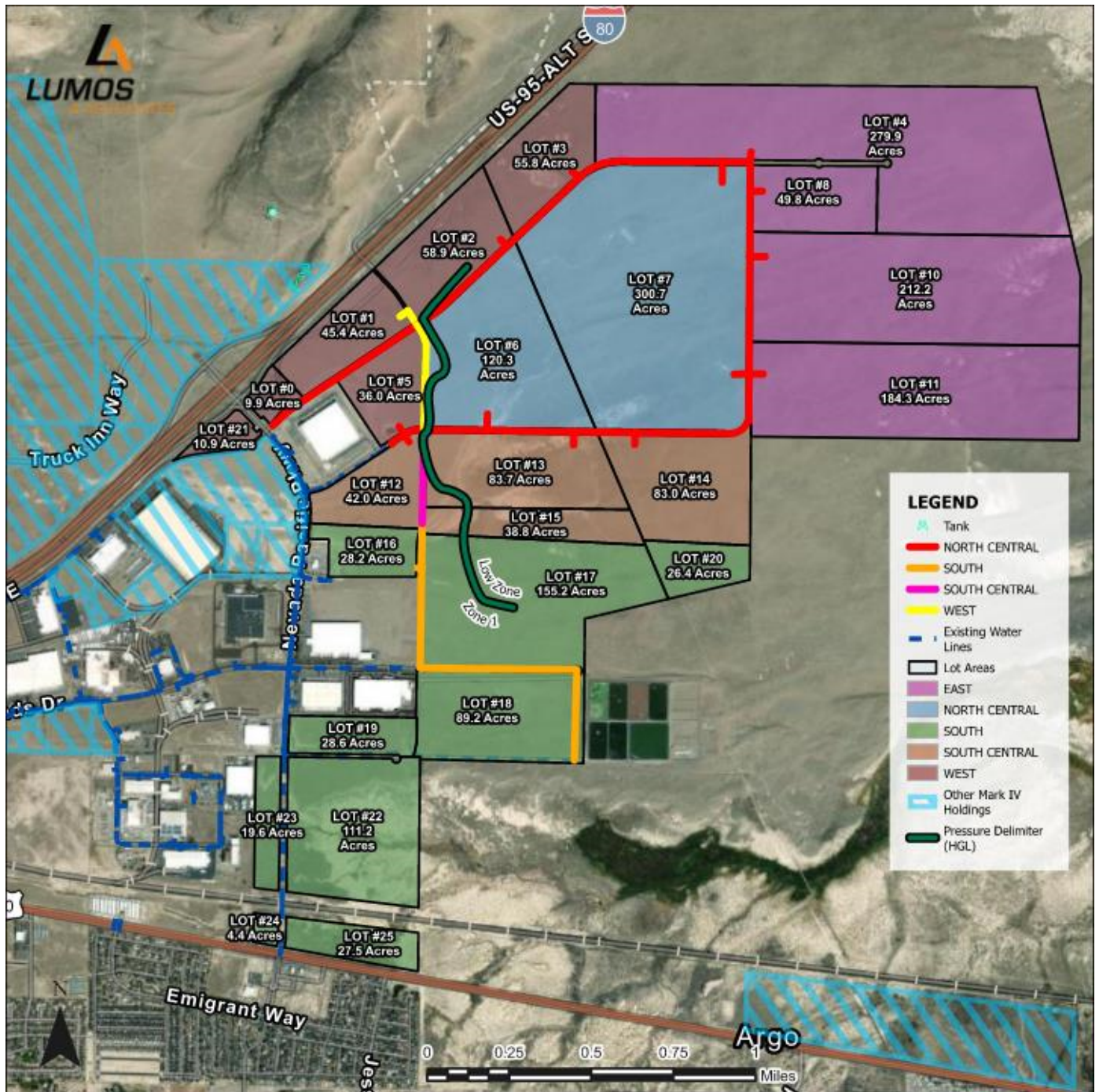


Figure 4-3 – Water Phasing

Table 4-2 – Pipeline lengths for backbone Distribution System

Pipe size (inches)	Pipe length (LF)
10	11,440
12	8,800
14	880
16	4,290
18	240
20	450
24	8,750
30	400
Total	35,250

4.1.1 DRAINAGE/FLOOD CONTROL

A preliminary drainage report, complete with stormwater analysis, prepared by Lumos & Associates is included in the attached appendices (the “Drainage Report”).

The majority of Victory MPA1 is located within the FEMA designated Un-Shaded X Flood Hazard Zone. The southernmost 170 acres of Victory MPA1 are bisected by a stretch of land which had been designated as Zone A Flood Hazard Zone which denotes an unqualified flood zone area. The Master Developer has secured FEMA approval for the conditional letter of map revision (CLOMR) submitted to FEMA as Case #21-09-1471R. Any development of this area will be required to incorporate the mitigation measures prescribed by that approved CLOMR, and after any such compliant development, a LOMR (Letter of Map Revision) will be submitted to FEMA to secure the removal of that flood zone designation and the related removal of this area from FEMA Flood Zone maps.

Victory MPA1 has been designed with local and major storm drain infrastructure. The local infrastructure is designed to capture runoff in the streets and portions of the lots to prevent localized road flooding. The major infrastructure is designed to mitigate regional flooding and convey offsite flows. Proposed drainage has been directed to one of four regional detention/retention facilities. Each facility has been designed to detain or retain the increase in runoff for the 25-Year 24-Hour storm event. Basin G, has been designed to retain the entire 100-Year 24-Hour storm event. All development will have the option of detaining/retaining all developed flows onsite or contributing to the regional facilities. Parcels within Victory MPA1 will generally have to detain at least 50% of their developed flows on site, with the rest planned for direction to regional infrastructure.

Two existing retention basins exist within the Victory MPA 1 limits. These basins were installed as interim conditions in anticipation of future buildout within the site. As parcels are created and development occurs in the vicinity of these interim basins, final infrastructure that incorporates and propagates the flows associated with the interim storage areas will be installed. Final regional level detention solutions incorporate the capacity and flows associated with these interim retention basins.

Figure 4-4 shows the anticipated water phasing as it relates to the five phases of the project. Depending on the location of tenant demand, this phasing will be modified to install the necessary improvements to serve any tenant buildout and accommodate future demand. Table 4-3 shows the anticipated pipe and channel sizes and lengths to be installed.

Table 4-3 – Pipeline and channel lengths for Storm Water System

Pipe size (inches)	Pipe length (LF)
12-inch PVC	3,696
15-inch PVC	4,790
18-inch PVC	5,524
24-inch RCP	4,966
30-inch RCP	5,215
36-inch RCP	4,319
48-inch RCP	8,942
60-inch RCP	5,678
36-inch HDPE	5,667
Total	48,797

Channel name	Channel length
Channel 1	4,470
Channel 2	4,550
Channel 3	3,350
Total	12,370

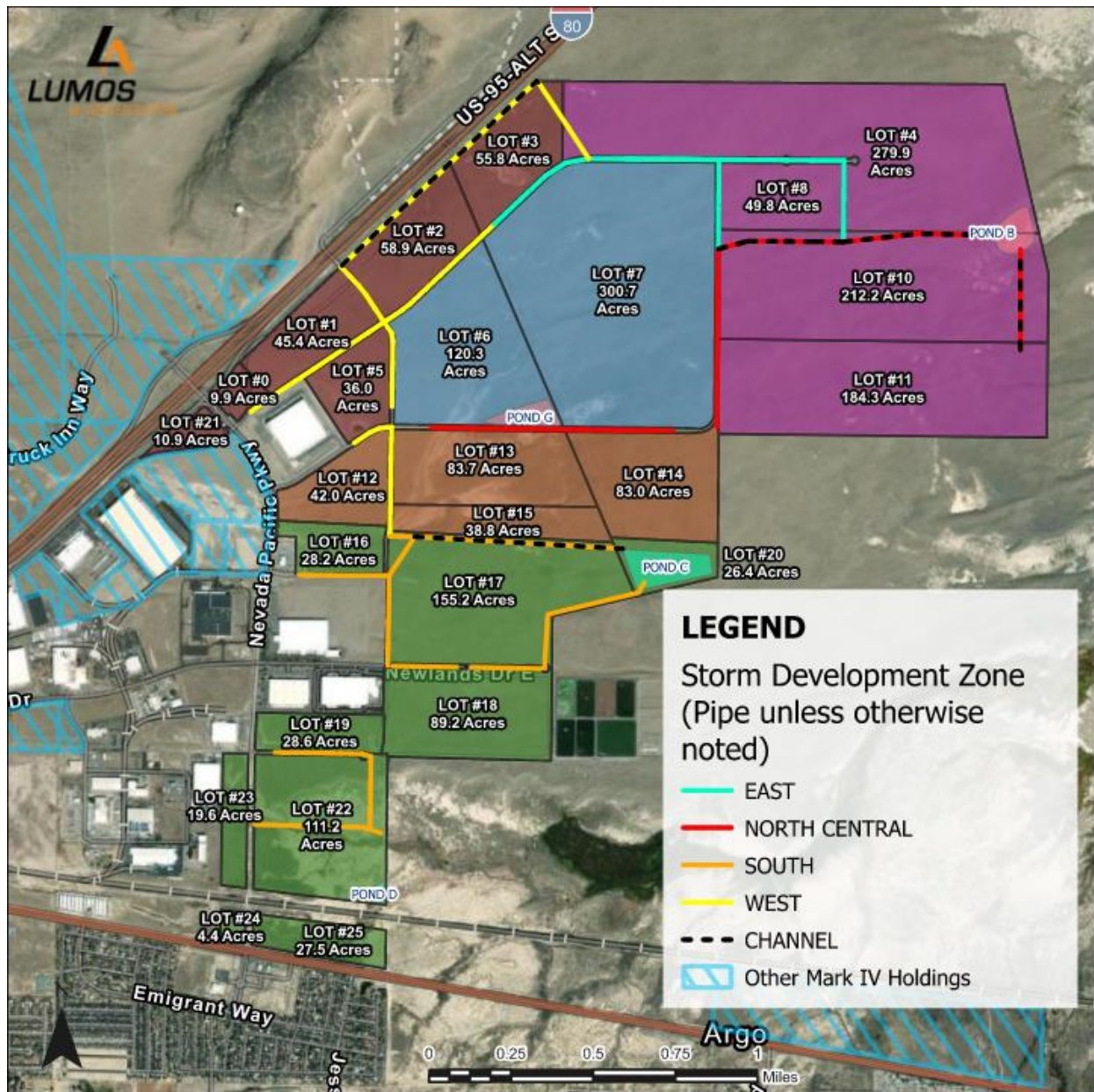


Figure 4-4 - Storm Phasing

4.1.2 TRAFFIC

Victory MPA1 is proposing three right-of-way (ROW) sections; a 37-foot ROW, a 62-foot ROW, and an 84-foot ROW. Each ROW section will have sufficient travel lanes for the anticipated traffic, including a middle turning lane to provide turning movements into tenant facilities. Direct access to Interstate 80 is provided via Nevada Pacific Parkway. As tenants build out the site, phasing of roadways will occur to allow for site accessibility and fire access consistent with Section 4.2 below.

Headway Transportation has completed a traffic impact report that analyzes the cumulative impacts that Victory MPA1 will have on the local and regional roadway network. This report is included in the appendices to this Handbook (the “Traffic Report”). At full buildout, Victory MPA1 is anticipated to generate 46,347 average daily trips (ADT) with 3,654 am peak and 4,152 pm peak hour trips. While trip generation is significant, the Traffic Report identifies the staged improvements and the related phasing that must occur to maintain acceptable levels of service (LOS) on area roadways.

The Traffic Report summarizes the anticipated transportation improvements in a table format along with the traffic thresholds that will trigger the various upgrades and informs the concurrency standards for roadway improvements set forth in Section 4.2 below. Future improvements including signalization at full build out are shown in Figure 4-5 below.

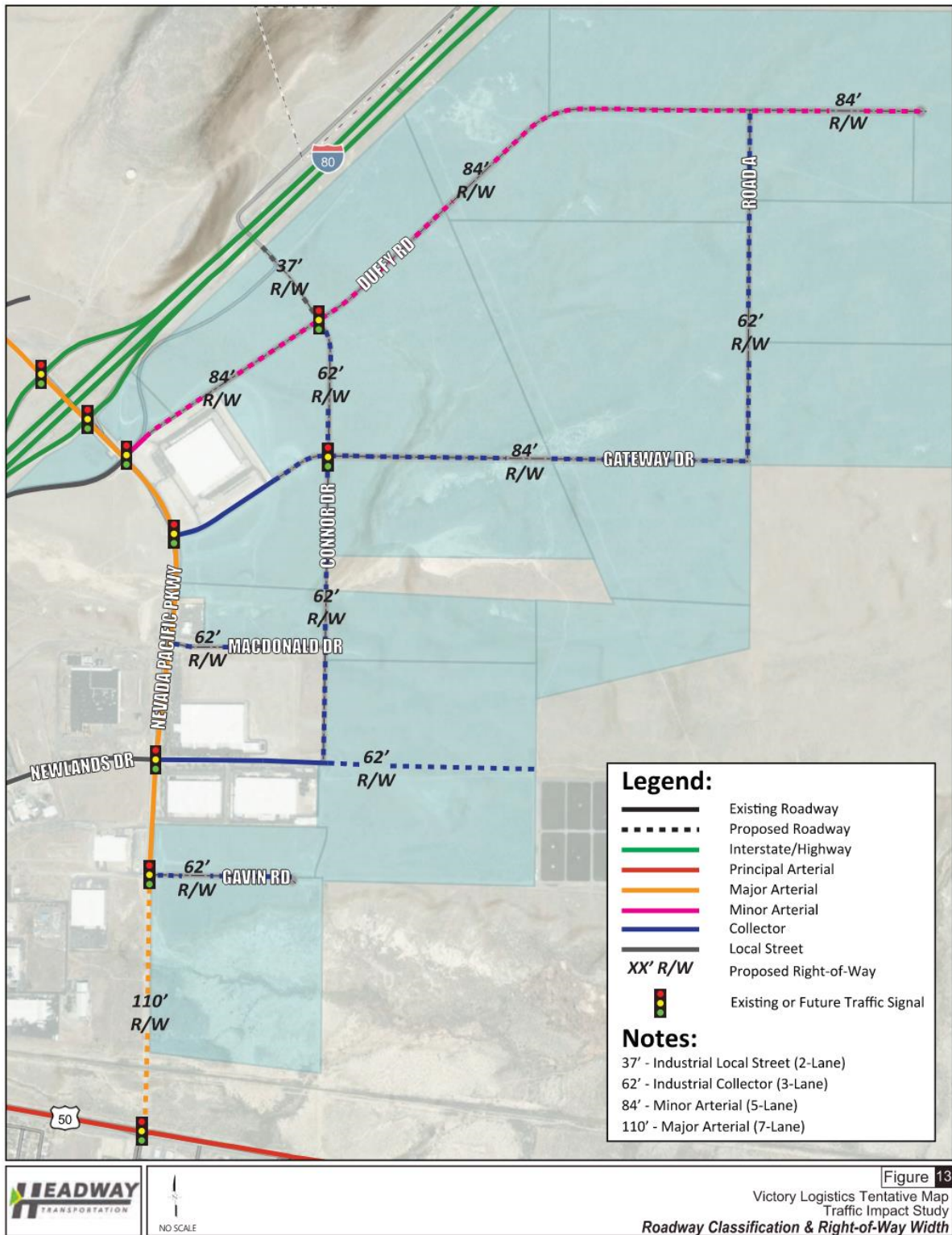


Figure 4-5 – Roadway Infrastructure Improvements

4.1.3 RAIL

The Master Developer is proposing an industrial lead track within the park that will connect to the UPRR main line. This rail infrastructure, as shown in Figure 4-6 below, will switch off the existing UPRR mainline on the south end of the project within the UPRR Right-of-Way. It will then continue northeast and parallel the UPRR track until it turns north along the eastern border with the Bureau of Reclamation (BOR) land. This rail will continue north between the City's existing sewer lift station and the current location of Well 9. Pursuant to Master Developer's proposal to the City, Well 9 is anticipated to be relocated to a location 300 feet to the northeast from its existing site. Master Developer has already completed the required test well in its efforts to process approvals for the relocation. The industrial lead track will then follow along the east side of the planned course of Connor Drive until it turns and follows along the north side of the 75 ft wide Cyrq Energy transmission power easement to a planned switching and transload facility. Future phases of the industrial lead track are contemplated to track close to the eastern border and ultimately along the northern border of Victory MPA1 next to BOR lands as depicted in the exhibit of the rail infrastructure. Rail infrastructure compliant with UPRR standards will be delivered throughout Victory MPA1. This Handbook includes design standards for the industrial lead, depths of utilities, and required cover and encasement specifications for any rail crossings.

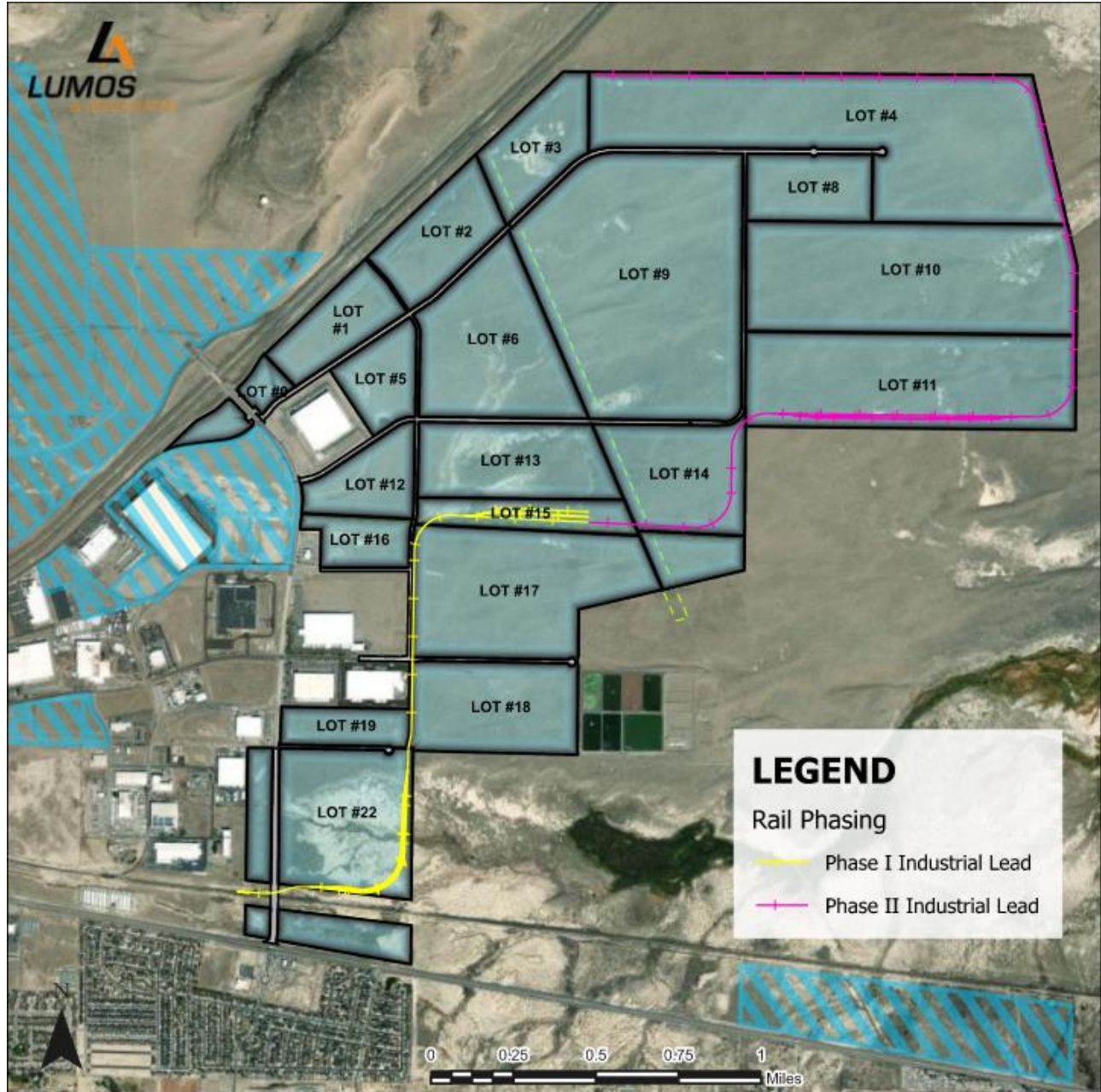


Figure 4-6 – Industrial Lead Infrastructure

Based on current utility and rail layouts for Victory MPA 1, there will be utility crossings that occur within the industrial lead corridor. These include both existing utilities and future utilities. Figure 4-7 below outlines the anticipated crossing locations with utilities. All crossings will follow UPRR standards, with minimum depth and encasement requirements as shown in Section 2.2.3 of this handbook.

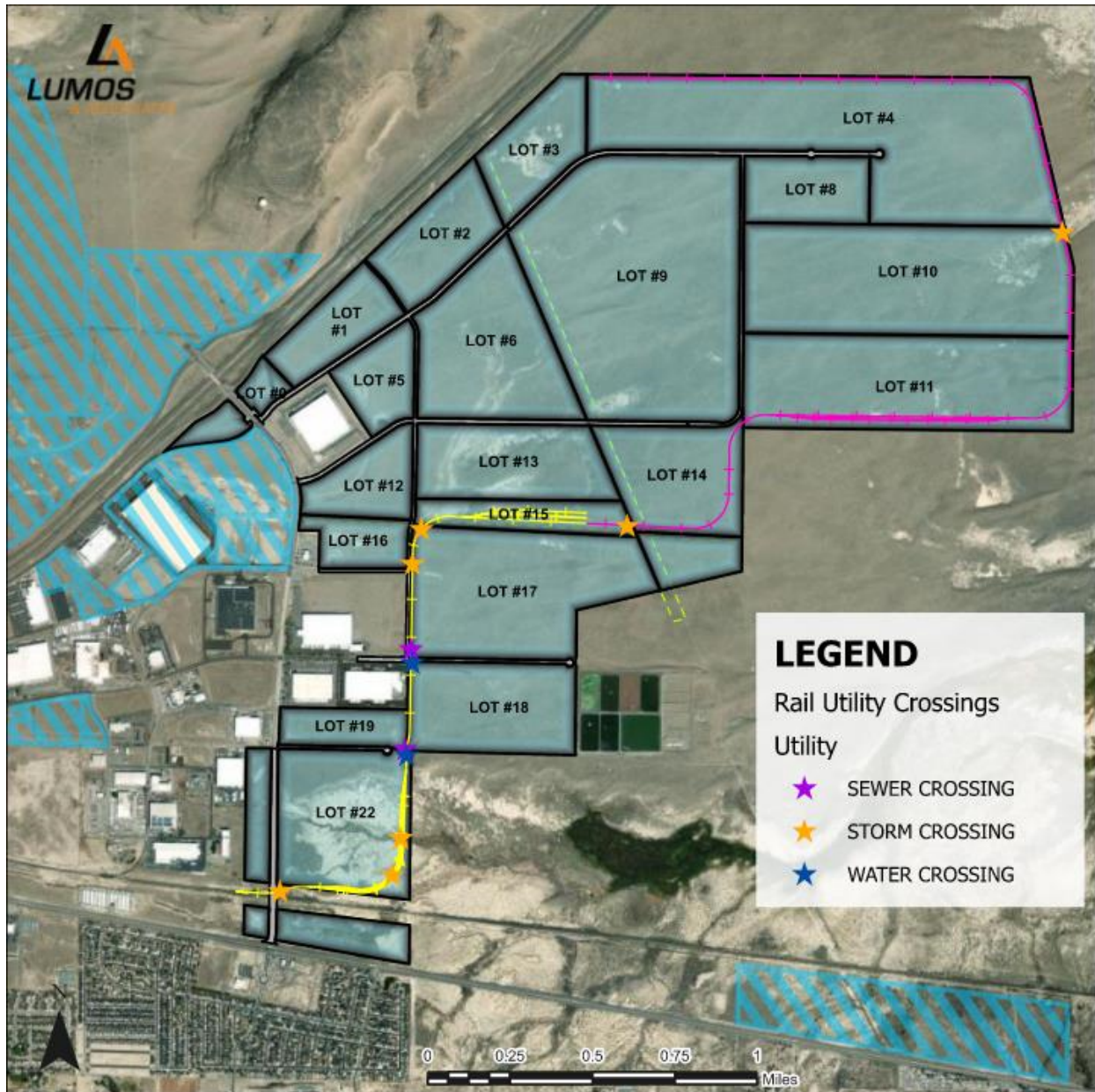


Figure 4-7 – Industrial Lead Anticipated Utility Crossings

4.1.4 ELECTRICITY/NATURAL GAS

Electricity and natural gas in Victory MPA1 will be provided by private parties authorized to deliver utility service by the State of Nevada Public Utilities Commission (e.g. NV Energy, Southwest Gas,

etc.). Each user within Victory MPA1 will coordinate directly with the relevant private purveyor to ensure adequate delivery of electricity and natural gas as necessary to support such user's development.

4.1.5 POLICE PROTECTION

Police protection services for Victory MPA1 will be provided by the Lyon County Sheriff's Office ("LCSO"). Development within Victory MPA1 will coordinate directly with LCSO to ensure adequate provision of police protection services.

4.1.6 FIRE PROTECTION

Fire protection services for Victory MPA1 will be provided by the North Lyon County Fire Protection District ("NLCFPD"). Development within Victory MPA1 will coordinate directly with NLCFPD to ensure adequate provision of fire protection services.

4.2 OVERALL PHASING

The size and wide spectrum of uses that drive capacity specifications make it difficult to predict the future phasing of Victory MPA1. The Phasing Map set forth below in Figure 4-8 provides a road map of current thinking as to the areas of concurrent buildout of Victory MPA1, and the maps set forth in Section 4.1 above offer a useful correlation of anticipated phasing of development relative to various land areas within these phases of the project. Nevertheless, ultimate timing of development will be dictated by market demand, and related phasing of infrastructure improvements will be guided by the Concurrency principle described in Section 4.1 above, and the information and tables in this Section 4.2.

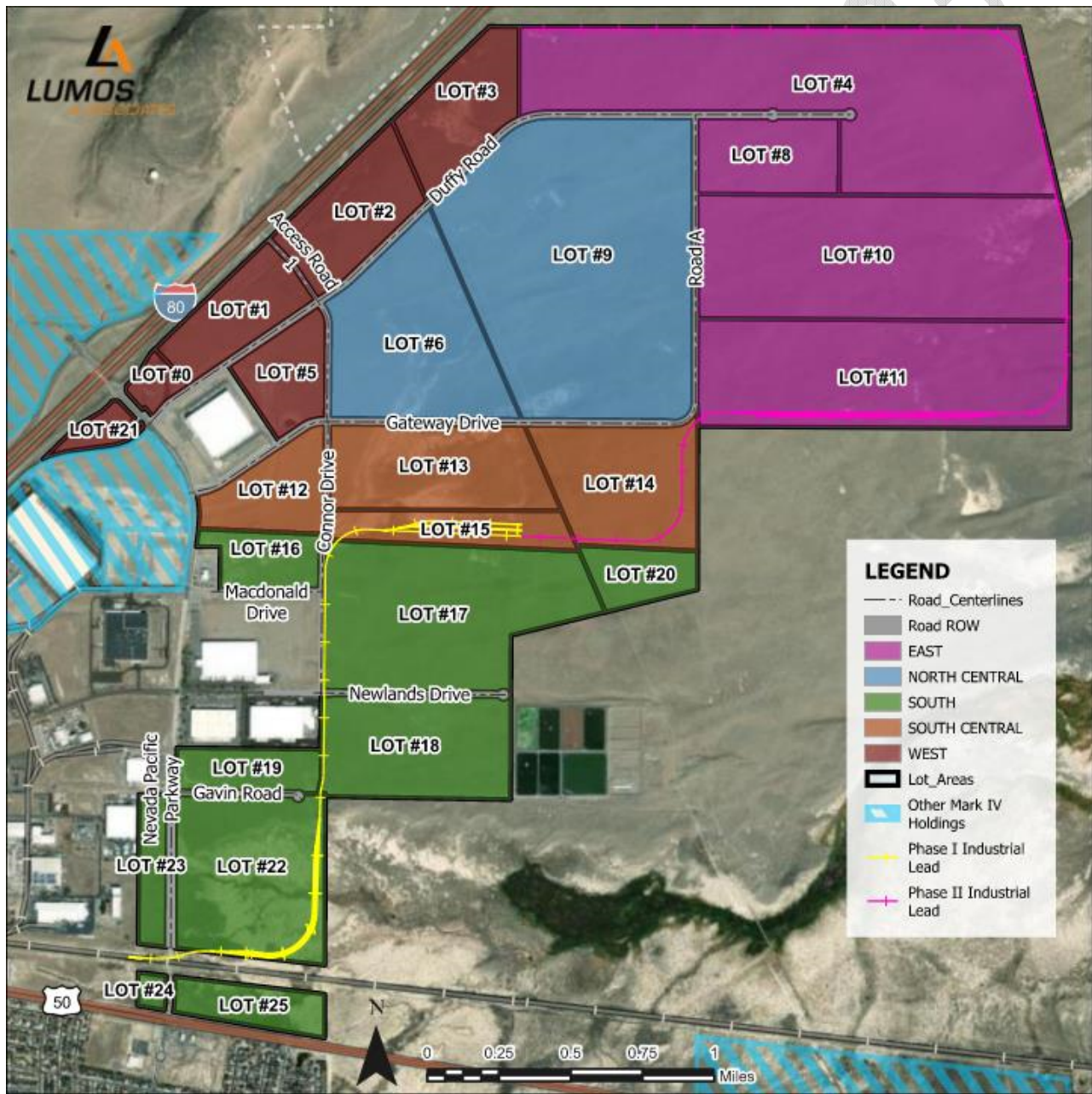


Figure 4-8 – Victory MPA 1 Phasing Plan

4.2.1 CONCURRENCY OF INFRASTRUCTURE AND FACILITIES

The Concurrency principle identified in Section 4.1 above dictates that infrastructure be completed in time to maintain adequate levels of service to existing development while simultaneously providing adequate levels of service to new development as such new development comes online. The following tables provide a visual depiction of the concurrency standards/requirements mandated by this Handbook. The first table sets forth anticipated responsibilities for the construction and ownership of improvements, as well as allocation of the obligation to pay for the initial construction and subsequent operation and maintenance (O&M) of such infrastructure. The second table sets forth options for demonstrating concurrency, upon request for a certificate of occupancy, with respect to different types of infrastructure, recognizing that in some cases concurrency may be established by actual provision of infrastructure while in other instances concurrency may be shown by payment of a “fair share” toward future or prior construction of the relevant infrastructure.

In referencing “All Benefitted Private Parties” in the Capital Funding Source column in the first table below, this Handbook merely recognizes that certain infrastructure constructed in Victory MPA1 will be of benefit to more than one party, and in some cases will be of benefit to parties who own property not included in Victory MPA1 or subject to this Handbook. To the extent allowed under applicable law, Master Developer and the City will coordinate the funding plans used to finance infrastructure so as to collect from benefitted parties their “fair share” of the cost of provided infrastructure. Oversizing of infrastructure outside of what is required for the development will be coordinated with other private parties or the City including funding mechanisms to support such oversizing.

Infrastructure/Service	Provider	Owner	Capital Funding Source	O&M Funding Source
Water				
Water Supply System	City of Fernley	City of Fernley	User Connection Fees	User Service Fees
Water Mains	Mark IV/Developer	City of Fernley	All Benefitted Private Parties	User Service Fees
Water Service Lines	Mark IV/Developer	City of Fernley	All Benefitted Private Parties	User Service Fees
Water Storage Tanks	Mark IV/Developer	City of Fernley	All Benefitted Private Parties	User Service Fees
Pressure Reducing Stations	Mark IV/Developer	City of Fernley	All Benefitted Private Parties	User Service Fees
Wastewater/Sewer				
Treatment Capacity	City of Fernley	City of Fernley	User Connection Fees	User Service Fees
Sewer Interceptors	City of Fernley	City of Fernley	All Benefitted Private Parties	User Service Fees
Sewer Mains	Mark IV/Developer	City of Fernley	All Benefitted Private Parties	User Service Fees
Lift Stations	Mark IV/Developer	City of Fernley	All Benefitted Private Parties	User Service Fees
Flood Control Management				
Flood Control and Storm Drainage Improvements	Mark IV/Developer	City of Fernley/ Owners Association Or Similar	All Benefitted Private Parties	Dependent on ownership (e.g. property taxes to City of Fernley, assessment to owners association, etc.)
Transportation				

Required Improvements ¹	Mark IV/Developer	City of Fernley	All Benefitted Private Parties	City of Fernley
Regional Improvements ²	Mark IV/Developer	Applicable Government Agency	All Benefitted Private Parties	Applicable Government Agency
Excluded Improvements ³	Applicable Government Agency	Applicable Government Agency	Applicable Government Agency	Applicable Government Agency
Electricity/Natural Gas				
All electricity and natural gas delivery systems	Private Parties (e.g. NV Energy, Southwest Gas) as allowed by the PUCN	Applicable service provider	Applicable service provider and/or All Benefitted Private Parties	User service fees
Police Protection				
Police protection services	LVSO	LVSO	In the event capital improvements required, All Benefitted Private Parties	General tax revenue
Fire Protection				
Fire Station	NLCFPD	NLCFPD	In the event capital improvements required, All Benefitted Private Parties	General tax revenue

¹ Those improvements designated as “Required” in the Funding Category column on the “Victory: Traffic System Phasing Plan” set forth in the Traffic Report.

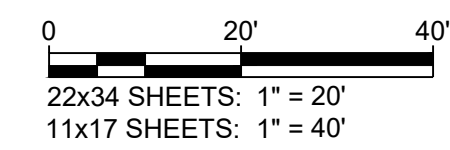
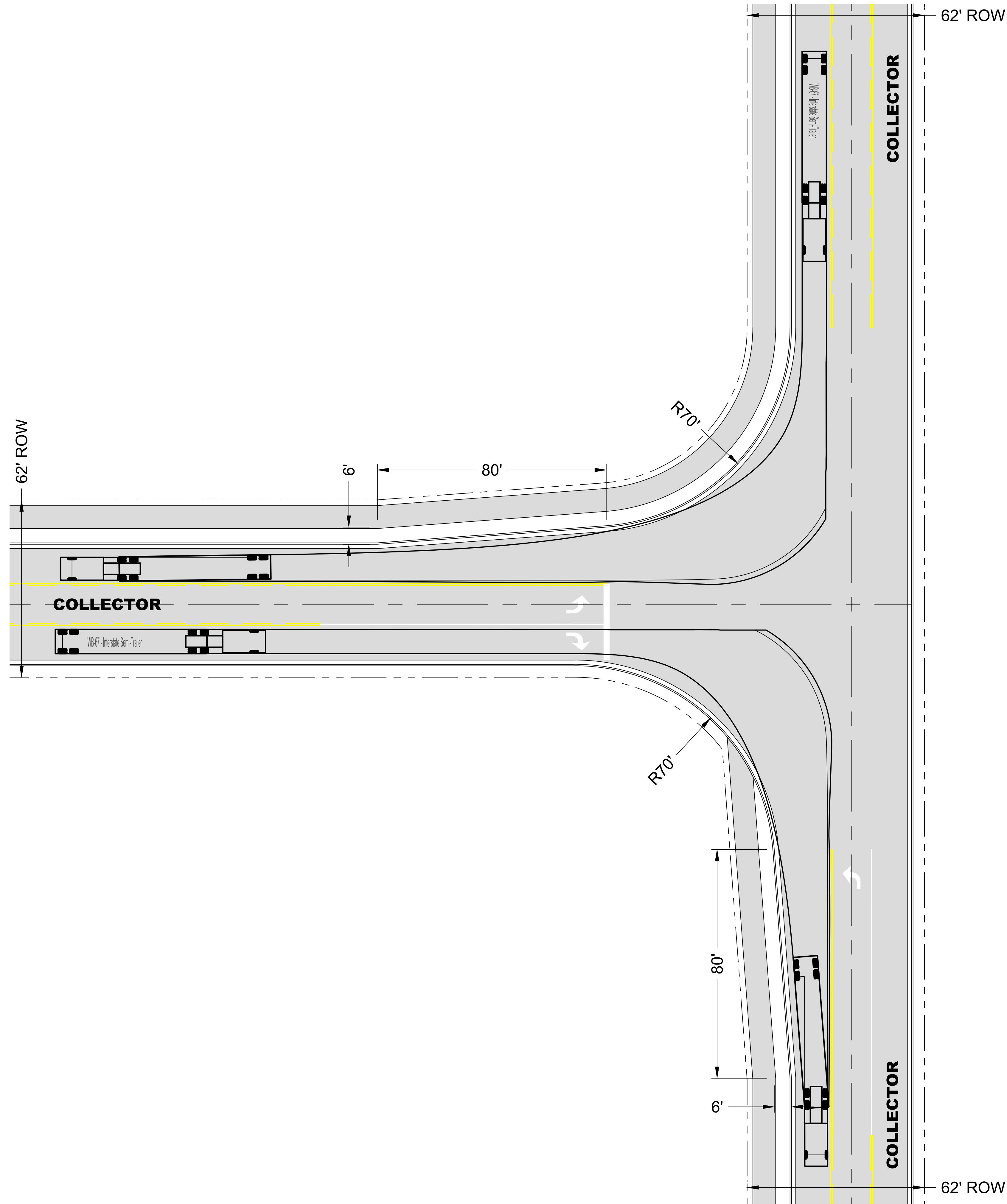
² Those improvements designated as “Regional” in the Funding Category column on the “Victory: Traffic System Phasing Plan” set forth in the Traffic Report.

³ Those improvements designated as “Excluded” or “Excluded (NDOT)” in the Funding Category column on the “Victory: Traffic System Phasing Plan” set forth in the Traffic Report.

Summary of Concurrency Options		
Infrastructure	Full Facilities	Impact Fee, Exactions, Assessment District, and/or Other Funding Mechanisms
Water - New development must demonstrate an adequate water supply system for domestic use plus fire protection before occupancy of each structure per the Water Report and applicable provisions of the Fernley Municipal Code (FMC).	●	
Wastewater/Sewer - New development must connect to the City's sanitary sewer system or other system before occupancy of each structure per the Sewer Report and applicable provisions of the FMC.	●	
Flood Management - New development must demonstrate compliance with the recommendations in the Drainage Report and applicable FMC floodplain management and drainage regulations, as well as all pertinent state and federal regulations, before occupancy of each structure.	●	
Local Roadway Improvements ("Required" Improvements the Traffic Report's "Victory: Traffic System Phasing Plan") - New development must implement and demonstrate compliance with the recommendations in the Traffic Report and local transportation system standards before occupancy of each structure.	●	
Freeways/Federal and State Roadway Improvements ("Regional" Improvements, "Excluded" Improvements, and "Excluded (NDOT)" Improvements in the Traffic Report's "Victory: Traffic System Phasing Plan") - Development that would initiate a traffic impact analysis per FMC, or at the discretion of the Community Development Department, will be forwarded to NDOT for review. Improvements to access roadways, acceleration and deceleration lanes, interchanges and similar upgrades may be required before occupancy of structure if		●

necessary to satisfy the recommendations in the Traffic Report. Otherwise, new development must demonstrate contribution of “fair share” toward “Regional” improvements and otherwise satisfaction of “Excluded” or “Excluded (NDOT)” Improvements recommended in the Traffic Report.		
Electricity/Natural Gas – New development will coordinate with private purveyors of electricity and natural gas to satisfy requirements for delivery of service. Each purveyor shall be required meet all the requirements of the Nevada Public Utilities Commission, and all infrastructure shall satisfy applicable provisions of the FMC.	Not applicable	Not applicable
Police Protection - Before issuance of a building permit, new development shall identify and fund options so that adequate police protection service, as determined by the LVSO, is available as of occupancy of each structure.		●
Fire Protection - Before issuance of a building permit, new development shall identify and fund options so that adequate fire protection service, as determined by NLCFPD, will be met before occupancy of each structure.		●

Appendix A
Intersection Turning Movements



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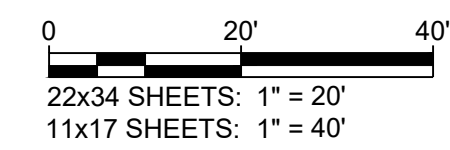
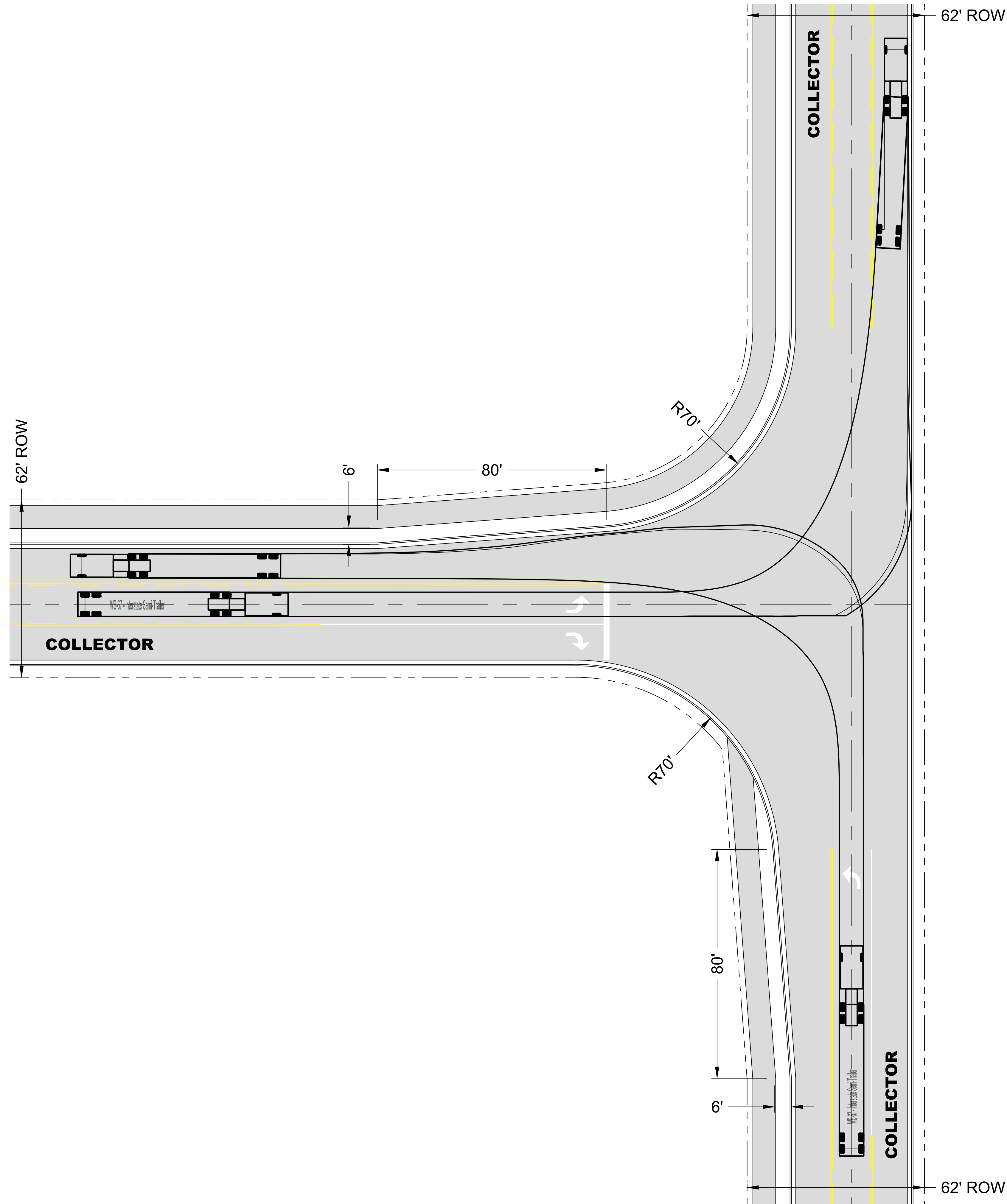
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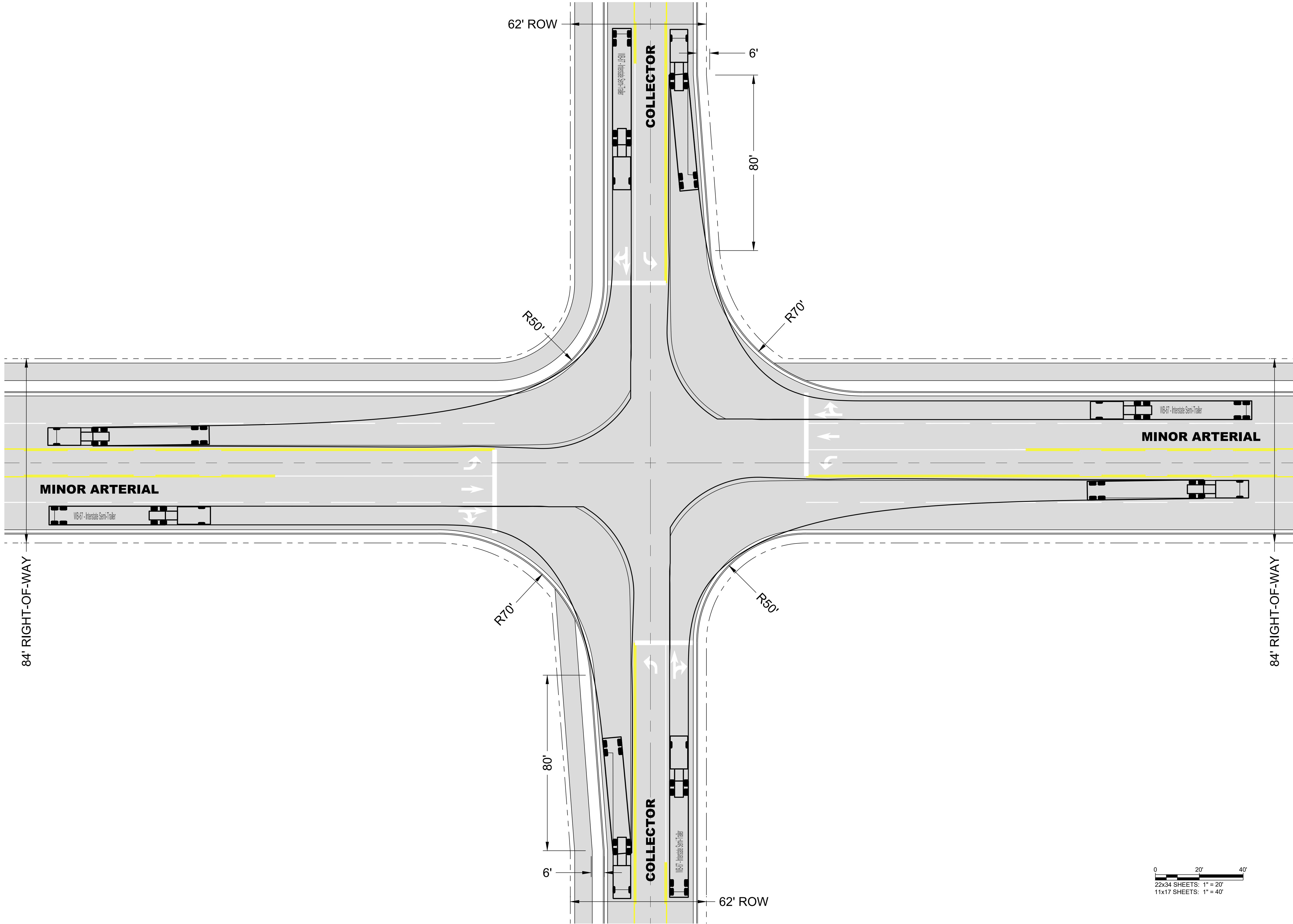


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ROADWAY INTERSECTIONS
MINOR ARTERIAL-COLLECTOR RIGHT TURNS

NEVADA
LYON COUNTY
FERNLEY

REV	DATE	DESCRIPTION	BY

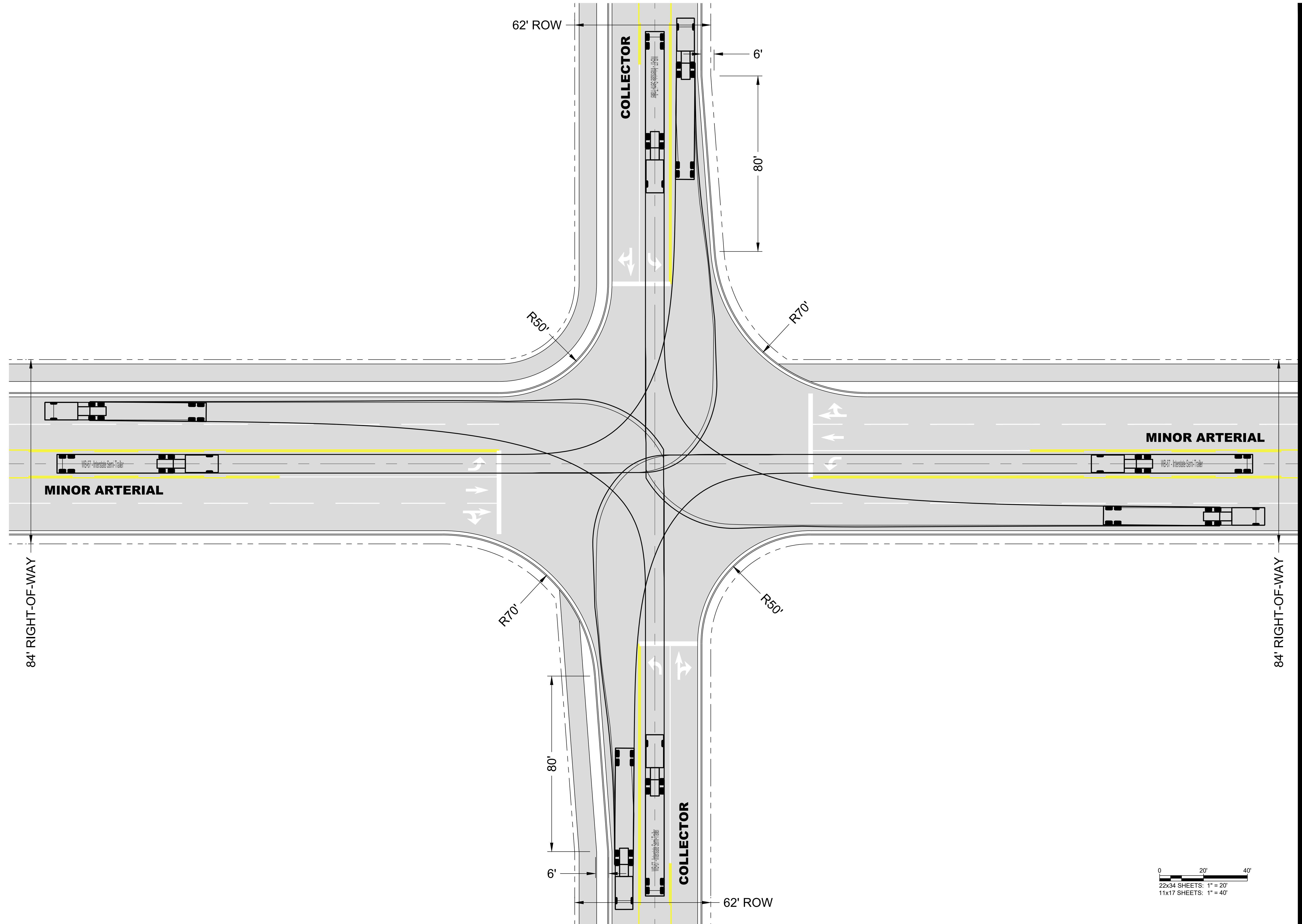
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EXHIBIT

DRAWN BY: JTK
DESIGNED BY: JTK
CHECKED BY: CAB
JOB NO.: 10067.008



950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
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INFO@LUMOSINC.COM

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M4 NEW FERNLEY QOZB, LLC

VICOTRY LOGISTICS DISTRICT ROADWAY INTERSECTIONS MINOR ARTERIAL-COLLECTOR LEFT TURNS

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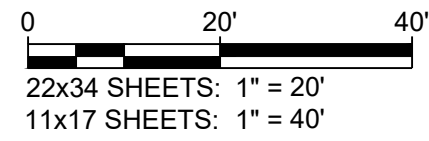
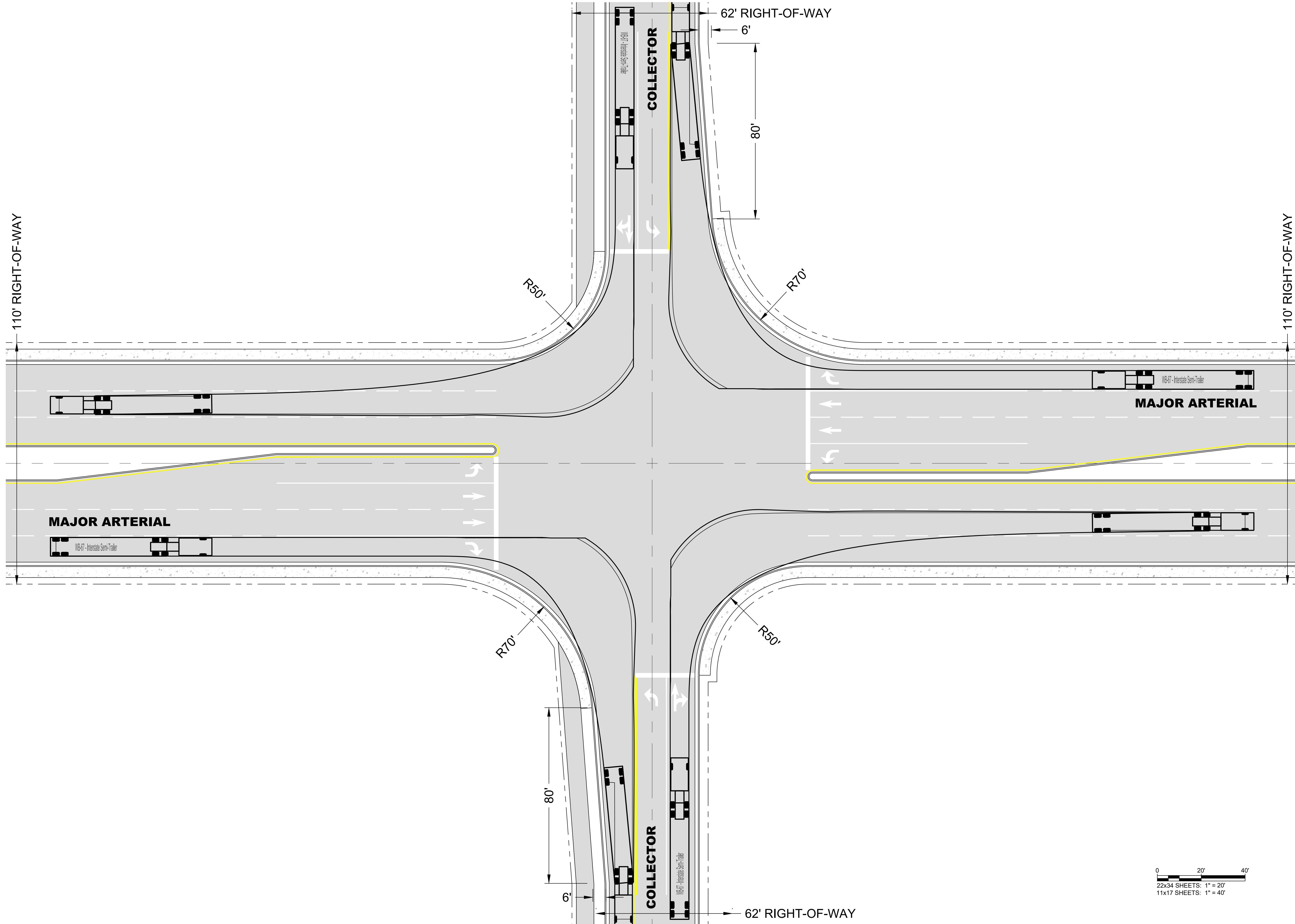


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VICOTRY LOGISTICS DISTRICT
ROADWAY INTERSECTIONS
MAJOR ARTERIAL-COLLECTOR RIGHT TURNS

NEVADA

LYON COUNTY

FERNLEY

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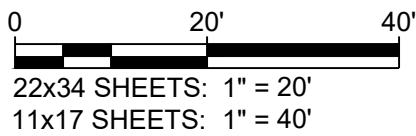
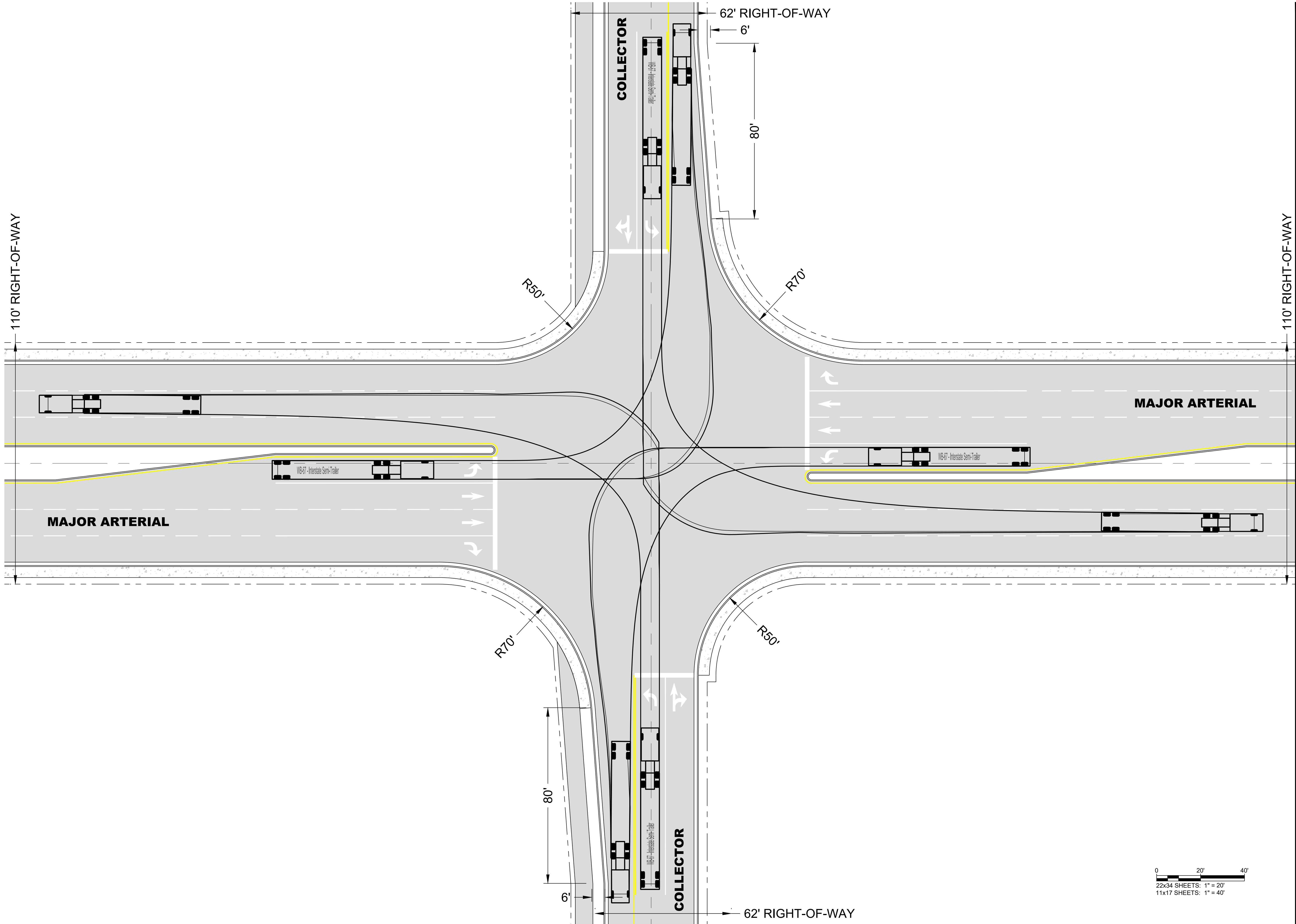


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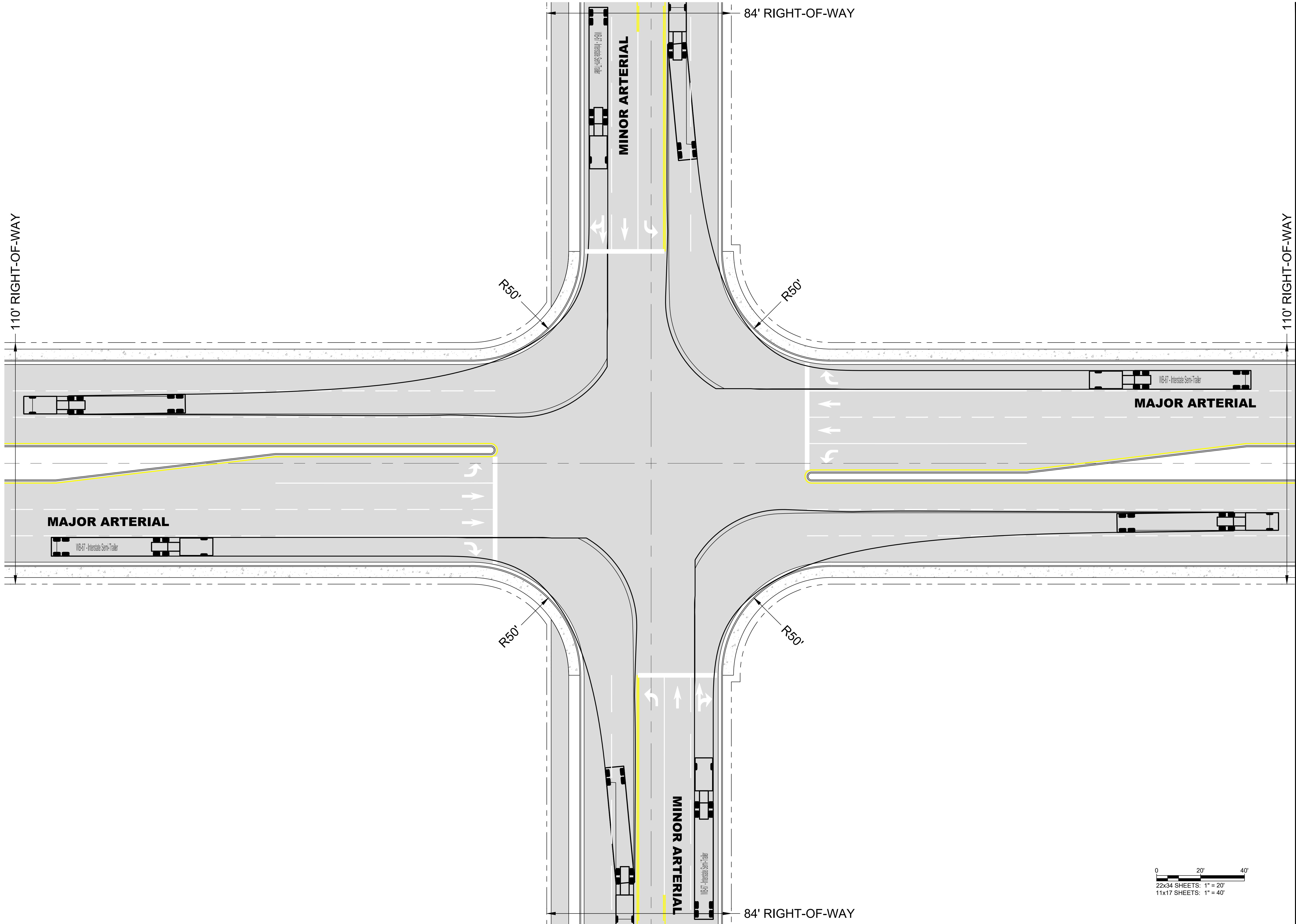
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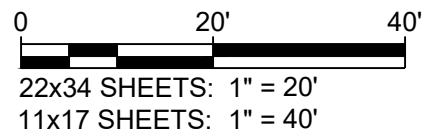
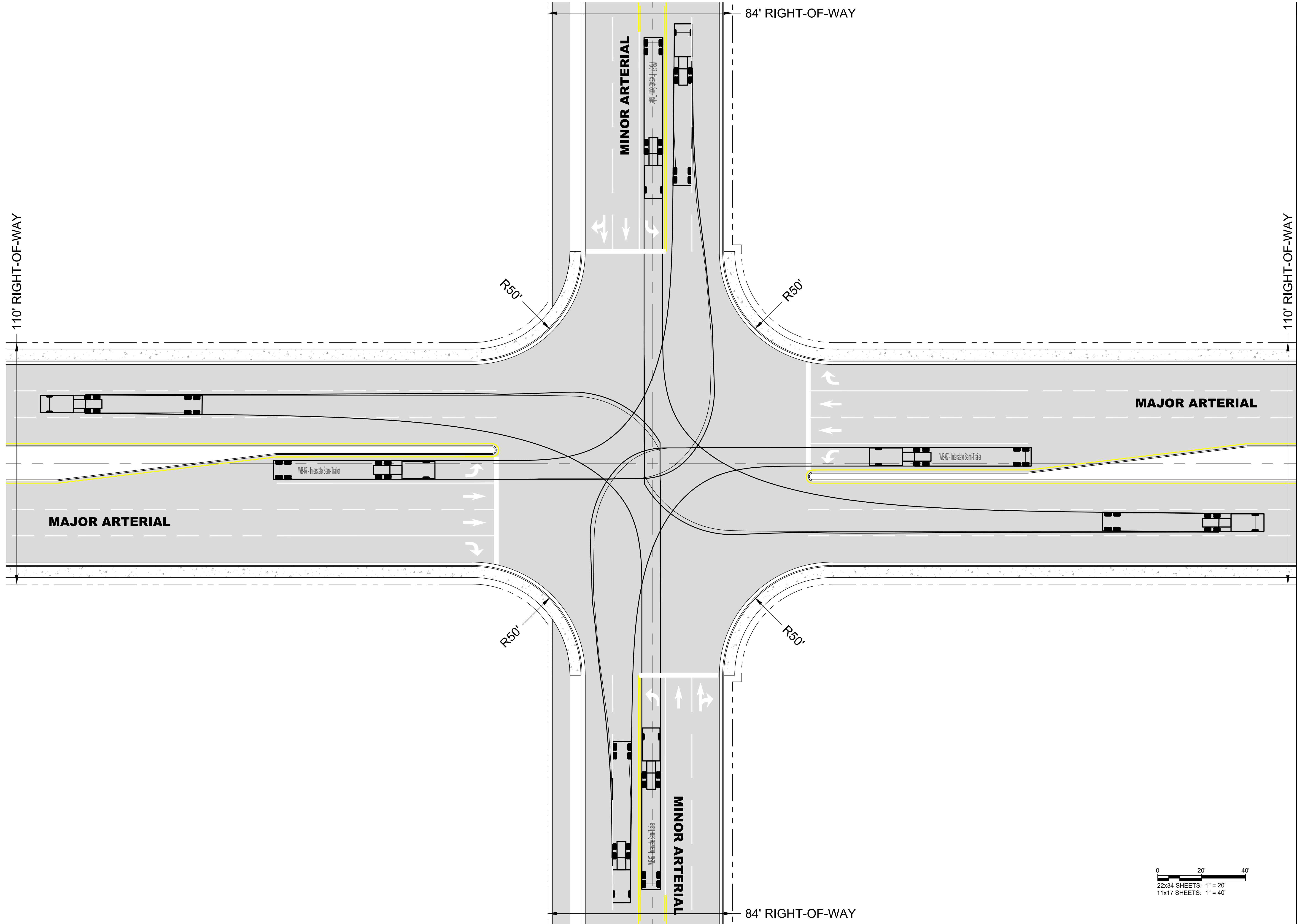
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CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

Initiation and First Reading for Bill #335, an Ordinance to repeal and replace Section 32.06.140 (Planned Development) of the City of Fernley Development Code.

AGENDA ITEM BRIEF:

The Planned Development section of City Code was last amended in 2020. Since that amendment, the interest in Planned Developments throughout the City of Fernley has grown. The current Planned Development section is aimed at residential developments and does not include information on application requirements or an approval process. The proposed amendment has been written to not only include the missing processing information, but also to make it more applicable to non-residential development. Because Section 32.06.140 deals with zoning and land use issues, it was heard at the October 11, 2023 Planning Commission meeting. At that meeting, the Planning Commission recommended that the City Council adopt Bill #335 as presented by staff.

RECOMMENDED MOTION:

N/A

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:

None

BACKGROUND:

Section 32.06.140 of the Fernley Development Code was last amended in 2020. At that time, it was written to focus on residential developments, but did not adequately consider potential commercial or industrial developments. With the growing interest in large industrial developments in Fernley, and the developers desire to create Planned Developments, it has become clear that the current Planned Development is not one-size-fits-all.

In addition, the current Planned Development code does not include any provisions for application submittal requirements or processing. Without these guidelines, Staff is left without a clear path which can lead to inconsistencies and confusion.

ANALYSIS:

Commercial and Industrial developments have unique needs that should be addressed in the Planned Development code. Instead of golf courses and parks, they need truck courts and delivery areas. The amount of open space and landscaping typically looked for in a residential neighborhood is far above what is typical for shopping areas and industrial parks, where the focus is more on parking and truck movement. Sections of the proposed amendment have been clarified to indicate if they are specific to residential or nonresidential developments.

The amount and location of the proposed open space within a commercial or industrial planned development were specifically looked at as part of this amendment. The nature of these types of planned developments do not typically need the same amount of open space as a residential planned development. Therefore, staff is recommending that the overall amount of open space for commercial/industrial planned developments be reduced from 20 percent to 10 percent. In addition, a requirement has been added that the open space be located within the boundaries of the planned development.

The proposed modifications to Section 32.06.140 (Planned Development) also include sections outlining application requirements, the approval process, and a modification process. These sections are comparable to other Planned Development codes throughout the State of Nevada and conform with the Planned Development chapter of the NRS.

Another change to be noted is the increase in the minimum site area required for a Planned Development from five (5) acres to forty (40) acres. There are pros and cons to either size of Planned Development, but staff feels that forty acres is more appropriate for the City of Fernley because most of the development is or will be occurring on the edge of town where land is plentiful. The proposed code does include an allowance for smaller Planned Developments if the City feels that they enhance the goals and objectives of the Master Plan.

In conclusion, the proposed Code Amendment will make the requirements and process to approve a Planned Development much clearer to both City staff and developers.

FINDINGS:

To approve the Code Amendment, the following findings must be met:

CA1

The text amendment is consistent with the City's Master Plan and otherwise consistent with state and federal law.

The proposed text amendment does not change any existing zoning or land use designations or create any conflicts with the City's Master Plan. The addition of processing requirements and consideration for commercial and industrial projects is consistent with the Master Plan. Nevada Revised Statutes Chapter 278A (Planned Development) acted as a guide for the proposed changes, so the amendment is consistent with State laws.

CA2

Public notice was given and a public hearing held per the requirements of the Development Code and Nevada Revised Statutes.

Public notice was given per Development Code and NRS requirements.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 278A (Planned Development)

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill 335
2. PD Code Final Draft

BILL #335
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 06 OF THE FERNLEY MUNICIPAL CODE REPEALING AND REPLACING SECTION 140 (PLANNED DEVELOPMENT) AND OTHER MATTERS RELATED THERETO.

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

Section 1. Chapter 32.06.140 is hereby repealed as follows:

Purpose: This chapter provides for maximum environmental choice for the citizens of the City of Fernley by encouraging flexibility and creativity of design and a greater diversity of building types, open space arrangements and other aspects of land planning while, at the same time, preserving public welfare, health, and the general intent of the City of Fernley Master Plan. An additional purpose of this chapter is to provide a degree of certainty for the duration of build out of a large tract of land, such certainty not otherwise available in other chapters of this title.

~~(a) Minimum site.~~

~~(1) The minimum site area is five acres.~~

~~(2) The city council may waive this minimum if the proposal furthers the city's adopted redevelopment plan.~~

~~(b) Requirements for all planned development reviews.~~

~~(1) Permitted uses.~~ A planned unit development may include any uses permitted in any zone classification provided that any combination of uses is planned in a manner compatible to each and to the surrounding environment and shall be consistent with the city's master plan.

~~(2) Density.~~ The allowable density for a planned unit development shall be within the range established in the City of Fernley Master Plan. Factors to be considered in assigning density are:

- ~~a. Site analysis;~~
- ~~b. Topography;~~
- ~~c. Drainage ways;~~
- ~~d. Views;~~
- ~~e. Soils;~~
- ~~f. Layout of lots;~~
- ~~g. Site sectional studies.~~

~~(3) Common open space.~~

~~a. Subject to the limitations of this section, all developments must provide for a minimum of 20 percent common open space.~~

~~b. Irrespective of its size, no golf course may contribute more than one-quarter of the common open space required by this section.~~

~~c. The common open space required by this section may be reduced by one quarter if it can be demonstrated to the satisfaction of the administrator that the common open space is:~~

- ~~1. Landscaped, in a manner which exceeds the minimum standards imposed in [chapter 32.09](#);~~
- ~~2. Is interconnected with a trail system;~~

3. ~~Accessible from other portions of the development, with said accessibility provided for in the development plan;~~
4. ~~For nonresidential development the common open space requirement can be met by providing a minimum of 20 percent of the development as landscaped area, which exceeds the minimum standards imposed in [chapter 32.09](#).~~

~~(4) Buffer zones.~~

- a. ~~The applicant must demonstrate, to the satisfaction of the administrator, the proposed buffer zones between dissimilar uses within the development is sufficient.~~
- b. ~~Special design considerations such as height controls, density controls, architectural modifications, and landscaping buffers shall be incorporated in any portion of the development which adjoins a previously approved entitlement.~~

~~(5) Landscaping on private property.~~ Because a planned development may allow for increases in density, additional landscaping requirements may be imposed by the administrator. The developer must provide an incentive plan for front yard landscaping and automated irrigation for single-family homes which will be approved as a part of the architectural manual.

~~(6) [Existing projects.]~~ Existing projects may be considered for planned development if, in the opinion of the administrator, they do not pose any health, safety or welfare problems.

~~(7) Dedication.~~ Any land or interest therein within a planned unit development may be dedicated to the city for public use and maintenance, although the city is under no obligation to accept such dedication. In no event does land dedicated to and accepted by the city constitute common open space for the purposes of this chapter.

~~{ Ord. No. 2020-005, § 1(Exh. A), 3-4-2020 }~~

Section 2. Chapter 32.06.140 is hereby added as follows:

Purpose: The purpose of the Planned Development (PD) District is to permit and encourage comprehensively planned developments by providing flexibility in the distribution of land uses, in the density of development, and in other matters typically regulated in traditional zoning districts.

(a) Definitions

- (1) "Master development plan" means a plan, as that term is defined in NRS 278A.060, and accompanying maps which identify the proposed location and size of development parcels, land uses, and zoning designations; transportation plans and a traffic impact analysis; open space, community facilities, and amenity plans; and the applicable development regulations and design standards.
- (2) "Development standards" means the minimum standards for development in the Planned Development District, including but not limited to standards for intensity and type of use; densities; building design, layout, configuration, height, coverage, spacing, bulk, and setback requirements; provisions for utilities; topography and drainage patterns; signage; open space and landscaping; on-site vehicular and pedestrian circulation and parking; urban design elements and features; and site amenities.

(b) Rezoning and Minimum Site Area.

- (1) Property may be rezoned to the Planned Development District by the City Council in accordance with the requirements of this Section and Section 32.03.030. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. The rezoning shall include the adoption of a specific master development plan and development standards.
- (2) The minimum site area is forty (40) acres. The City Council may waive this minimum if the proposal furthers the goals of the City's Comprehensive Master Plan.

(c) Application Requirements.

- (1) Concept Plan Review. In the case of property that is sought to be reclassified to the Planned Development District, the applicant must submit conceptual plans and meet with the administrator, or the administrator's designee, before the City has any obligation to accept the rezoning application as complete. At the meeting, the administrator or the administrator's designee shall:
 - a. Ask questions of the applicant to clarify their understanding of the applicant's intent;
 - b. Ensure the applicant understands all required steps in the development review process; and
 - c. State any concerns identified by staff based on preliminary review of project plans and materials.
- (2) In addition to the submittals required by Section 32.03.030, the following must accompany an application for rezoning submitted by a property owner:
 - a. A statement by the applicant describing how the proposed development departs from the otherwise applicable standards of this Code and how the proposed development is an improvement over what would otherwise be required by applicable development regulations.
 - b. A metes and bounds description of the proposed Planned Development District.
 - c. A proposed master development plan for the entire site.
 - d. Development standards that are proposed to be applied to the development. The development standards must include provisions regarding the installation of utility boxes and above ground utilities that are at least as restrictive as those set forth in this Title for comparable development.
 - e. Any proposed conditions, covenants, and restrictions for the development including easements and grants for public utilities.

- f. The location of primary and secondary thoroughfares proposed for the development, including right-of-way widths and the location of access points to abutting streets.
 - g. Identification of all rights-of-way, easements, open spaces or other areas to be dedicated, deeded or otherwise transferred to the City.
 - h. A plan for the extension of any necessary public services and facilities, including sewer facilities and facilities for flood control and drainage.
 - i. Guidelines for the physical development of the property, including illustrations of proposed architectural, urban design, landscape, open space, and signage concepts.
 - j. The location and description of all buffering that is proposed between the development site and adjacent properties.
 - k. Additional information and details may be required in order to respond to the unique characteristics of the site and its location.
 - l. In the case of plans which call for development over a period of years, a schedule showing the proposed times within which applications for additional approval of all sections of the PD District are intended to be filed.
- (3) If the land uses proposed by the project differ significantly from the land uses allowed by the existing Master Plan designation for the area, an application for rezoning to the PD District must be accompanied by and processed concurrently with an application for a comprehensive master plan amendment to ensure that the land uses proposed by the project are consistent with the Comprehensive Master Plan.

(d) Permitted Uses and Standards

- (1) Any combination of residential, commercial, industrial, or public uses may be permitted within a specific Planned Development District to the extent they are consistent with the Master Development Plan for that District. The uses to be permitted within the District must be specified in the adopted Master Development Plan for the District. Because of the nature and purpose of the PD District, and notwithstanding any other provision of this Section:
- a. An application to rezone property to the PD District may be denied by the City Council, at its complete discretion, if it finds that the proposed development is incompatible or out of harmony with surrounding uses or the pattern of development within the area.
 - b. No use, type of development or development standard is presumptively permitted within the PD District unless it already has been included in the adopted plan for the District.

- c. An application to allow within the PD District a particular use, type of development or development standard which has not already been included in the adopted plan for the District may be denied if it is incompatible or out of harmony with the surrounding uses or the pattern of development within the area.
- (2) Density. For PD Districts with residential development, the master development plan shall establish the maximum number of dwelling units per gross acre for each residential category (e.g., single family, multi-family, etc.) as well as for the entire development. Factors to be considered in assigning density are:
 - a. Site analysis;
 - b. Topography;
 - c. Drainage ways;
 - d. Views;
 - e. Soils;
 - f. Layout of lots;
 - g. Site sectional studies.
- (3) Open space.
 - a. Subject to the limitations of this section, all developments that include residential uses must provide for, within the Planned Development district boundary, a minimum of 20 percent of the gross area of the site as common usable open space.
 - b. Irrespective of its size, no golf course may contribute more than one-quarter of the common open space required by this section.
 - c. The common open space required by this section may be reduced by one quarter if it can be demonstrated to the satisfaction of the administrator that the common open space is:
 - 1. Landscaped, in a manner which exceeds the minimum standards imposed in [chapter 32.09](#);
 - 2. Is interconnected with a trail system;
 - 3. Accessible from other portions of the development, with said accessibility provided for in the development plan;

- 4. For nonresidential development the common open space requirement can be met by providing a minimum of 20 percent of the development as landscaped area, which exceeds the minimum standards imposed in [chapter 32.09](#).
 - d. Developments that do not include residential uses must provide for, within the Planned Development district boundary, a minimum of 10 percent of the gross site area as open space, which can be met by providing a combination of landscaping, trails, sidewalks, and bicycle lanes.
 - e. Land dedicated to and accepted by the City shall not constitute common open space for the purposes of this chapter except as otherwise provided in an approved development agreement.
- (4) Buffer zones.
- a. The applicant must demonstrate, to the satisfaction of the administrator, the proposed buffer zones between dissimilar uses within the development is sufficient.
 - b. Special design considerations such as height controls, density controls, architectural modifications, and landscaping buffers shall be incorporated in any portion of the development which adjoins a previously approved entitlement.
- (5) Landscaping on private property. Because a planned development may allow for increases in density, additional landscaping requirements may be imposed by the administrator for Planned Developments with residential development. The developer must provide an incentive plan for front yard landscaping and automated irrigation for single-family homes which will be approved as a part of the development standards.
- (6) Existing projects. Existing projects may be considered for planned development if, in the opinion of the administrator, they do not pose any health, safety or welfare problems.
- (7) Dedication. Any land or interest therein within a planned unit development may be dedicated to the city for public use and maintenance, although the city is under no obligation to accept such dedication.
- (8) Maintenance of common open space.
- a. Common open space areas, which may include walkways with public access easements, shall be maintained as permanent open space through at least one of the following options: common ownership by a property owner's association, held in deed-restricted private ownership, or dedication to the City or to another appropriate public agency.
 - b. All methods utilizing private ownership shall be in a form approved by the City Attorney, who shall review the documents to ensure perpetual maintenance, preservation, and restricted usage where applicable.

(e) Approval of Master Development Plan and Development Standards.

- (1) The Planning Commission shall hold a public hearing on the proposed PD zone change and, within 60 days of the public hearing, make a recommendation to the City Council.
- (2) After receiving the recommendation of the Planning Commission, the City Council shall act to approve, approve with conditions, or deny the proposed PD zone change.
- (3) In connection with the approval of a Planned Development District, the City Council shall adopt a Master Development Plan and Development Standards, which will thereafter govern the development of property within the District. The approved Master Development Plan and Development Standards for a Planned Development District shall be recorded with the applicable rezoning ordinance and a statement listing all conditions of approval.
- (4) In considering the approval of a Master Development Plan and Development Standards for a Planned Development District, the Planning Commission and City Council shall be guided by the following objectives, and may impose such conditions and requirements deemed necessary to meet those objectives:
 - a. Consistency of the proposed development with the City's Comprehensive Master Plan and other applicable plans, policies, standards, and regulations.
 - b. Compatibility of the proposed development with adjacent and surrounding development.
 - c. Minimization of the development's impact upon adjacent roadways and neighborhood traffic, and upon other public facilities and infrastructure.
 - d. Protection of the public health, safety, and general welfare.

(f) Modification of Master Development Plan and Development Standards.

- (1) The development of property within the Planned Development District may proceed only in strict accordance with the approved Master Development Plan and Development Standards. Any request by or on behalf of the property owner, or any proposal by the City, to modify the approved Master Development Plan or Development Standards shall be filed with the administrator. A Minor Modification is a modification which is requested or agreed to by the property owner and which is intended to accomplish one or more of the following:
 - a. A change in the location of a use from the location specified in the approved Master Development Plan, but only if the change in location will not have a significant impact on other uses in the area.
 - b. The addition of uses that are comparable in intensity to those permitted in connection with the rezoning approval or the approval of a Master Development Plan for the District.

- c. A change in parking lot layout, building location or other similar change that conforms with the intent of the previously approved Master Development Plan and Development Standards.
- d. A change in the species of plant material proposed for the District.
- e. A decrease in the density or intensity of development from that previously approved for the District.
- f. Any other change or modification of a similar nature which the administrator determines will not have a significant impact on the District or its surroundings. A Minor Modification shall be reviewed and acted upon administratively by the administrator. An applicant who is aggrieved by the administrator's decision may appeal that decision to the Planning Commission by filing a written appeal with the administrator no later than 10 days after the date the applicant receives notice of the administrative decision.

(2) Major Modification. A Major Modification includes any modification which does not qualify as a Minor Modification. A Major Modification shall be processed in accordance with the procedures and standards applicable to a rezoning application.

(g) Administrative Review.

All development within a PD District is subject to the administrative review procedures set forth in Section 32.03.050 except as otherwise provided in a development agreement.

(h) Issue Resolution – Analogous Standards

With regard to any issue of land use regulation that may arise in connection with a Planned Development District and that is not addressed or provided for specifically in this Section or in the approved Master Development Plan and Development Standards for that District, the administrator may apply by analogy the general definitions, principles, standards, and procedures set forth in this Title, taking into consideration the intent of the approved Master Development Plan and Development Standards.

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 of this ordinance 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. In any subsection, phrase, sentence, or portion of this ordinance 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 #335 BEING HEREBY PROPOSED on the ____ day of _____, 2023.

BILL #335 BEING HEREBY PASSED, APPROVED, and ADOPTED this ____ day of _____, 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

Attest By: _____ Date: _____
Kim Swanson, City Clerk

Sec. 32.06.140. - Planned development.

~~Purpose: The purpose of the Planned Development (PD) District is to permit and encourage comprehensively planned developments by providing flexibility in the distribution of land uses, in the density of development, and in other matters typically regulated in traditional zoning districts. This chapter provides for maximum environmental choice for the citizens of the City of Fernley by encouraging flexibility and creativity of design and a greater diversity of building types, open space arrangements and other aspects of land planning while, at the same time, preserving public welfare, health, and the general intent of the City of Fernley Master Plan. An additional purpose of this chapter is to provide a degree of certainty for the duration of build out of a large tract of land, such certainty not otherwise available in other chapters of this title.~~

(a) Definitions

- (1) "Master development plan" means a plan, as that term is defined in NRS 278A.060, and accompanying maps which identify the proposed location and size of development parcels, land uses, and zoning designations; transportation plans and a traffic impact analysis; open space, community facilities, and amenity plans; and the applicable development regulations and design standards.
- (2) "Development standards" means the minimum standards for development in the Planned Development District, including but not limited to standards for intensity and type of use; densities; building design, layout, configuration, height, coverage, spacing, bulk, and setback requirements; provisions for utilities; topography and drainage patterns; signage; open space and landscaping; on-site vehicular and pedestrian circulation and parking; urban design elements and features; and site amenities.

(b) Rezoning and Minimum siteSite Area.

- (1) Property may be rezoned to the Planned Development District by the City Council in accordance with the requirements of this Section and Section 32.03.030. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. The rezoning shall include the adoption of a specific master development plan and development standards.
- (2) The minimum site area is five-forty (40) acres. The City Council may waive this minimum if the proposal furthers the goals of the City's Comprehensive Master Plan.
- ~~(2) The city council may waive this minimum if the proposal furthers the city's adopted redevelopment plan.~~

(bc) Requirements for all planned development reviewsApplication Requirements.

- (1) Permitted uses. A planned unit development may include any uses permitted in any zone classification provided that any combination of uses is planned in a manner compatible to each and to the surrounding environment and shall be consistent with the city's master plan. Concept Plan Review. In the case of property that is sought to be reclassified to the

Planned Development District, the applicant must submit conceptual plans and meet with the administrator, or the administrator's designee, before the City has any obligation to accept the rezoning application as complete. At the meeting, the administrator or the administrator's designee shall:

- a. Ask questions of the applicant to clarify their understanding of the applicant's intent;
- b. Ensure the applicant understands all required steps in the development review process; and
- c. State any concerns identified by staff based on preliminary review of project plans and materials.

(2) In addition to the submittals required by Section 32.03.030, the following must accompany an application for rezoning submitted by a property owner:

- a. A statement by the applicant describing how the proposed development departs from the otherwise applicable standards of this Code and how the proposed development is an improvement over what would otherwise be required by applicable development regulations.
- b. A metes and bounds description of the proposed Planned Development District.
- c. A proposed master development plan for the entire site.
- d. Development standards that are proposed to be applied to the development. The development standards must include provisions regarding the installation of utility boxes and above ground utilities that are at least as restrictive as those set forth in this Title for comparable development.
- e. Any proposed conditions, covenants, and restrictions for the development including easements and grants for public utilities.
- f. The location of primary and secondary thoroughfares proposed for the development, including right-of-way widths and the location of access points to abutting streets.
- g. Identification of all rights-of-way, easements, open spaces or other areas to be dedicated, deeded or otherwise transferred to the City.
- h. A plan for the extension of any necessary public services and facilities, including sewer facilities and facilities for flood control and drainage.
- i. Guidelines for the physical development of the property, including illustrations of proposed architectural, urban design, landscape, open space, and signage concepts.
- j. The location and description of all buffering that is proposed between the development site and adjacent properties.

- k. Additional information and details may be required in order to respond to the unique characteristics of the site and its location.
 - l. In the case of plans which call for development over a period of years, a schedule showing the proposed times within which applications for additional approval of all sections of the PD District are intended to be filed.
- (3) If the land uses proposed by the project differ significantly from the land uses allowed by the existing Master Plan designation for the area, an application for rezoning to the PD District must be accompanied by and processed concurrently with an application for a comprehensive master plan amendment to ensure that the land uses proposed by the project are consistent with the Comprehensive Master Plan.

(d) Permitted Uses and Standards

- (1) Any combination of residential, commercial, industrial, or public uses may be permitted within a specific Planned Development District to the extent they are consistent with the Master Development Plan for that District. The uses to be permitted within the District must be specified in the adopted Master Development Plan for the District. Because of the nature and purpose of the PD District, and notwithstanding any other provision of this Section:
- a. An application to rezone property to the PD District may be denied by the City Council, at its complete discretion, if it finds that the proposed development is incompatible or out of harmony with surrounding uses or the pattern of development within the area.
 - b. No use, type of development or development standard is presumptively permitted within the PD District unless it already has been included in the adopted plan for the District.
 - c. An application to allow within the PD District a particular use, type of development or development standard which has not already been included in the adopted plan for the District may be denied if it is incompatible or out of harmony with the surrounding uses or the pattern of development within the area.
- (2) Density. The allowable density for a planned unit development shall be within the range established in the City of Fernley Master Plan. For PD Districts with residential development, the master development plan shall establish the maximum number of dwelling units per gross acre for each residential category (e.g., single family, multi-family, etc.) as well as for the entire development. Factors to be considered in assigning density are:
- a. Site analysis;
 - b. Topography;
 - c. Drainage ways;

- d. Views;
- e. Soils;
- f. Layout of lots;
- g. Site sectional studies.

(3) ~~Common o~~Open space.

- a. ~~Subject to the limitations of this section, all developments must provide for a minimum of 20 percent common open space.~~Subject to the limitations of this section, all developments that include residential uses must provide for, within the Planned Development district boundary, a minimum of 20 percent of the gross area of the site as common usable open space.
- b. Irrespective of its size, no golf course may contribute more than one-quarter of the common open space required by this section.
- c. The common open space required by this section may be reduced by one quarter if it can be demonstrated to the satisfaction of the administrator that the common open space is:
 - 1. Landscaped, in a manner which exceeds the minimum standards imposed in [chapter 32.09](#);
 - 2. Is interconnected with a trail system;
 - 3. Accessible from other portions of the development, with said accessibility provided for in the development plan;
 - 4. For nonresidential development the common open space requirement can be met by providing a minimum of 20 percent of the development as landscaped area, which exceeds the minimum standards imposed in [chapter 32.09](#).
- d. Developments that do not include residential uses must provide for, within the Planned Development district boundary, a minimum of 10 percent of the gross site area as open space, which can be met by providing a combination of landscaping, trails, sidewalks, and bicycle lanes.
- e. Land dedicated to and accepted by the City shall not constitute common open space for the purposes of this chapter except as otherwise provided in an approved development agreement.

(4) Buffer zones.

- a. The applicant must demonstrate, to the satisfaction of the administrator, the proposed buffer zones between dissimilar uses within the development is sufficient.
 - b. Special design considerations such as height controls, density controls, architectural modifications, and landscaping buffers shall be incorporated in any portion of the development which adjoins a previously approved entitlement.
- (5) Landscaping on private property. Because a planned development may allow for increases in density, additional landscaping requirements may be imposed by the administrator for Planned Developments with residential development. The developer must provide an incentive plan for front yard landscaping and automated irrigation for single-family homes which will be approved as a part of the architectural manual development standards.
- (6) ~~Existing projects.~~ Existing projects may be considered for planned development if, in the opinion of the administrator, they do not pose any health, safety or welfare problems.
- (7) Dedication. Any land or interest therein within a planned unit development may be dedicated to the city for public use and maintenance, although the city is under no obligation to accept such dedication. ~~In no event does land dedicated to and accepted by the city constitute common open space for the purposes of this chapter.~~

(8) Maintenance of common open space.

- a. Common open space areas, which may include walkways with public access easements, shall be maintained as permanent open space through at least one of the following options: common ownership by a property owner's association, held in deed-restricted private ownership, or dedication to the City or to another appropriate public agency.
- b. All methods utilizing private ownership shall be in a form approved by the City Attorney, who shall review the documents to ensure perpetual maintenance, preservation, and restricted usage where applicable.

(e) Approval of Master Development Plan and Development Standards.

- (1) The Planning Commission shall hold a public hearing on the proposed PD zone change and, within 60 days of the public hearing, make a recommendation to the City Council.
- (2) After receiving the recommendation of the Planning Commission, the City Council shall act to approve, approve with conditions, or deny the proposed PD zone change.
- (3) In connection with the approval of a Planned Development District, the City Council shall adopt a Master Development Plan and Development Standards, which will thereafter govern the development of property within the District. The approved Master Development Plan and Development Standards for a Planned Development District shall be recorded with the applicable rezoning ordinance and a statement listing all conditions of approval.
- (4) In considering the approval of a Master Development Plan and Development Standards for a Planned Development District, the Planning Commission and City Council shall be guided

by the following objectives, and may impose such conditions and requirements deemed necessary to meet those objectives:

- a. Consistency of the proposed development with the City's Comprehensive Master Plan and other applicable plans, policies, standards, and regulations.
- b. Compatibility of the proposed development with adjacent and surrounding development.
- c. Minimization of the development's impact upon adjacent roadways and neighborhood traffic, and upon other public facilities and infrastructure.
- d. Protection of the public health, safety, and general welfare.

(f) Modification of Master Development Plan and Development Standards.

(1) The development of property within the Planned Development District may proceed only in strict accordance with the approved Master Development Plan and Development Standards. Any request by or on behalf of the property owner, or any proposal by the City, to modify the approved Master Development Plan or Development Standards shall be filed with the administrator. A Minor Modification is a modification which is requested or agreed to by the property owner and which is intended to accomplish one or more of the following:

- a. A change in the location of a use from the location specified in the approved Master Development Plan, but only if the change in location will not have a significant impact on other uses in the area.
- b. The addition of uses that are comparable in intensity to those permitted in connection with the rezoning approval or the approval of a Master Development Plan for the District.
- c. A change in parking lot layout, building location or other similar change that conforms with the intent of the previously approved Master Development Plan and Development Standards.
- d. A change in the species of plant material proposed for the District.
- e. A decrease in the density or intensity of development from that previously approved for the District.
- f. Any other change or modification of a similar nature which the administrator determines will not have a significant impact on the District or its surroundings. A Minor Modification shall be reviewed and acted upon administratively by the administrator. An applicant who is aggrieved by the administrator's decision may appeal that decision to the Planning Commission by filing a written appeal with the administrator no later than 10 days after the date the applicant receives notice of the administrative decision.

(2) Major Modification. A Major Modification includes any modification which does not qualify as a Minor Modification. A Major Modification shall be processed in accordance with the procedures and standards applicable to a rezoning application.

(g) Administrative Review.

All development within a PD District is subject to the administrative review procedures set forth in Section 32.03.050 except as otherwise provided in a development agreement.

(h) Issue Resolution – Analogous Standards

With regard to any issue of land use regulation that may arise in connection with a Planned Development District and that is not addressed or provided for specifically in this Section or in the approved Master Development Plan and Development Standards for that District, the administrator may apply by analogy the general definitions, principles, standards, and procedures set forth in this Title, taking into consideration the intent of the approved Master Development Plan and Development Standards.

~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020.)~~



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

100-320-110

ACTION REQUESTED: Ordinance

AGENDA ITEM:

Possible action to adopt Bill #337, modifying franchise fees for Commercial Mobile Radio Services, Telecommunication Companies, and Electric Energy Providers offering services within the city of Fernley.

AGENDA ITEM BRIEF:

Possible action to adopt Bill #337 modifying franchise fees for Commercial Mobile Radio Services, Telecommunication Companies, and Electric Energy Providers offering services within the city of Fernley.

RECOMMENDED MOTION:

I move to adopt Bill #337 modifying franchise fees for certain companies providing services with the City of Fernley.

BUSINESS IMPACT (per NRS Chapter 237):

A Business Impact Statement is Attached.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to move forward with the increase to franchise fees

BACKGROUND:

Staff conducted the necessary steps to prepare a Business Impact Statement for a proposed increase in Franchise Fees for public utilities providing services within the City of Fernley. That BIS was approved by the City Council on October 4, 2023. Bill 337 was introduced on October 18th. This is the second reading and the required Public Hearing. If adopted, the new franchise fees will be effective February 1, 2024. Included in this BIS and pursuant to NRS 354.59889, an automatic 1% increase to Commercial Mobile Radio Services will be effective February 1, 2026. After February 1, 2026, all franchise fees will be capped at the 5% maximum amount allowed pursuant to NRS.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 237.090

NRS 354.59889

FINANCIAL IMPLICATIONS:

General fund revenue could increase by \$5,000 - 7,000 annually.

ATTACHMENTS:

1. BILL # 337 Modifying Franchise Fees
2. Business Impact Statement

BILL NO. 337

CITY OF FERNLEY

ORDINANCE # 2023

AN ORDINANCE MODIFYING FRANCHISE FEES FOR PUBLIC UTILITIES PROVIDING SERVICES WITHIN THE CITY OF FERNLEY.

THE CITY COUNCIL OF THE CITY OF FERNLEY DO ORDAIN:

WHEREAS, On August 7, 2002, the City Council by City Ordinance #2002-006, provided that henceforward the franchise fee for each public utility providing services within the City shall be established, and shall not exceed the maximum rates allowed by Nevada state law,

WHEREAS, an increase effective February 2024 will bring Telecommunication Companies and Electric Energy Providers to the five percent maximum amount allowed by NRS.

Gas Providers	5% of gross revenue
Telecommunication Companies	5% of gross revenue
Electric Energy Providers	5% of gross revenue
Commercial Mobile Radio Services	4% of gross revenue from the first \$15.00 for each line of access for each of the utility's customers located within the city.

WHEREAS, the further included in the Business Impact Statement approved by City Council on October 4, 2023, an automatic increase to Commercial Mobile Radio Services will be effective in February 2026, which will bring that category to the maximum amount allowed by NRS 354.59889.

WHEREAS, the City Council has determined that an increase in the franchise fee for public utilities is needed to provide ongoing services to the community.

PROPOSED on the 18th day of October 2023.

PASSED, APPROVED and ADOPTED this 1st day of November 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____

Neal E. McIntyre, Mayor

Date: _____

Attest By: _____

Kimberly Swanson, City Clerk

Date: _____

City of Fernley
Liquor License Impact Statement
Franchise Fee Increase 2023

The following Business Impact Statement was prepared pursuant to NRS 237.090 to address the proposed impact of Bill 337 which will increase the franchise fees for public utilities. The increase in fees was discussed during the regular City Council meeting on July 5, 2023, at which time staff was directed to prepare a Business Impact Statement for a proposed increase in franchise fees for Telecommunication Companies, Electric Energy Providers and Commercial Mobile Radio Services within the City of Fernley. This Business Impact Statement also allows for another increase in franchise fees by 1% to Commercial Mobile Services effective February 1, 2026. After the increase in 2026, all franchise fees will be capped at the 5% allowed pursuant to NRS 354.59889.

1. The following constitutes a description of the number and the manner in which comments were solicited from affected businesses, a summary of their response and an explanation of the manner in which other interested persons may obtain a copy of the summary. (*List all trade association or owners and officers of businesses likely to be affected by the proposed rule that have been consulted*).
 - a. Manner in which comment was solicited from affected businesses:
 - i. Notices were mailed on August 11, 2023, via US Mail to sixty-seven businesses identified as public utility providers/services who currently pay franchise fees to the City of Fernley. The notice included an explanation of the proposed changes, an invitation to attend the public workshop, and a public comment form.
 - ii. Public Workshops were scheduled for August 28th and August 29th from 3pm - 5pm. Notice of the workshop was published in the Reno Gazette Journal Newspaper on August 22, 2023. The workshops were held at Fernley City Hall in the Council Chambers. Our goal was to obtain input from utility providers, businesses, and/or the public in relation to any potential impact of the proposed action.
 - iii. City Clerk staff posted a notice to the city website, www.cityoffernley.org, providing links to the public comment form, as well as an explanation of the proposed changes, and an invitation to the workshop.
 - iv. The notice, public comment forms and the fee example were made available at the City Clerk's office at 595 Silver Lace Blvd, Fernley, NV. 89408

- b. Summary of Comments:
 - i. No comments were received from the notices that were mailed via US Mail to businesses that offer public utility services with the City of Fernley.
 - ii. Two public workshops were held. No one attended either workshop.
 - iii. There were no comments received either in favor of or opposed to the proposed increase.
- 2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:
 - a. A total of sixty-seven notices were mailed and no comments were received.
 - i. Adverse effects:

The proposed increase to fees will result in the public utility providers passing on the increase to businesses and residential customers located in the City of Fernley. Businesses and residential customers who use the providers will experience an increase of 1% on their bills.
 - ii. Beneficial effects:

This increase will be of no benefit to the utility providers.
 - iii. Direct effects:

The utility providers may lose customers due to the additional 1% added to their monthly bill.
 - iv. Indirect effects:

Additional revenue would help the City of Fernley grow, which could in turn help the utility providers grow as well.
- 3. The following constitutes a description of the methods the governing body of the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used: *(Include whether the following was considered: simplifying the proposed rule; establishing different standards of compliance for a business; and if applicable, modifying a fee or fine set forth in the rule so that business could pay a lower fee or fine).*
 - a. Pursuant to NRS 354.59883 the city can increase franchise fees to a cap of 5% of the utility's gross revenue from customers located within the jurisdiction of the city or county. By increasing these fees for Telecommunication Companies, Electric Energy Providers and Commercial Mobile Radio Service by 1% the city expects to increase revenue by \$7,000 - \$10,000 annually.
 - b. The additional 1% increase to Commercial Mobile Radio Services that will take place in January 2026 will increase revenue by approximately \$500.
- 4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:
 - a. No additional costs are predicated.

5. (If applicable, provide the following:) The proposed rule provides for a new fee or increase in an existing fee and the total amount the local government expects to collect is:
 - a. \$7,000 - \$10,000 annually
6. The money generated by the new fee or increase in existing fee will be used by the local government to:
 - a. Continue providing necessary general services to our community.
7. (If applicable, provide the following:) The proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity. The following explains when such duplicative or more stringent provisions are necessary:
 - a. The proposed change is not duplicative, or more stringent than existing federal, state or local standards.

Certification required per NRS 237.090(2):

I, Benjamin Marchant, as City Manager of the City of Fernley, hereby certify that, to the best of my knowledge and belief, the information contained in this Business Impact Statement was prepared properly and accurately.

Dated this 21st day of September 2023.


Benjamin Marchant, City Manager



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 1, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Derek Starkey, City Engineer

FINANCIAL IMPACT:

Yes: No: x

CURRENTLY BUDGETED:

Yes: No: N/A

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

Consideration and possible action to Adopt Bill #334, an Ordinance to amend Title 32, Chapter 09 of the Fernley Municipal Code to include requirements and standards related to the dedication of water rights and facilities for residential subdivision and parcel maps, construction of new homes and industrial and commercial buildings. Specifically, adding sections for (1) a purpose statement regarding payment in lieu of dedication of water rights; (2) list of qualified appraisers; and other matters properly related thereto.

AGENDA ITEM BRIEF:

City Council directed staff to update the City's Municipal Code in order to clarify that the City would not be selling water rights outside of what is already allowed by the Municipal Code. Staff worked with the City's water rights attorney to draft language for the code that would achieve the goal of the Council. Staff is also proposing to add a separate section for the procedures for obtaining appraisals of real property. Doing so will help add clarity to the code by separating that language into its own section.

RECOMMENDED MOTION:

I move to adopt Bill #334, an Ordinance to amend Title 32, Chapter 09 of the Fernley Municipal Code to include requirements and standards related to the dedication of water rights and facilities for residential subdivision and parcel maps, construction of new homes and industrial and commercial buildings. Specifically, adding sections for (1) a purpose statement regarding payment in lieu of dedication of water rights; (2) list of qualified appraisers; and other matters 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:

Council could choose to keep the code section as it is currently written or propose additional modifications to be considered by legal counsel.

BACKGROUND:

City Council directed staff to update the City's Municipal Code in order to clarify that the City would not be selling water rights outside of what is already allowed by the Municipal Code. Staff worked with the City's water rights attorney to draft language for the code that would achieve the goal of the Council. Staff is also proposing to add a separate section for the procedures for obtaining appraisals of real property. Doing so will help add clarity to the code by separating that language into its own section.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Fernley Municipal Code Section 32

FINANCIAL IMPLICATIONS:

There are none.

ATTACHMENTS:

1. 2023 Draft Revision to FMC 32.39.035 v1
2. FMC 32.39.035 (Final-2023)_

2023 Proposed Revisions to FMC 32.09.035

Red = Proposed new language

Blue = Proposed deletions

Sec. 32.09.035. - Dedication of water rights and facilities for residential subdivision and parcel maps, construction of new homes and industrial and commercial buildings.

Purpose: The purpose of this section is to ensure that new development projects dedicate a sufficient quantity of water rights to the city to ensure long-term water resources are available to serve said development. Except as expressly provided in subsection (g) herein, or as authorized by a Development Agreement or Water Rights Banking and Dedication Agreement approved by the City Council, water rights owned by the city shall not be sold or otherwise allocated to a development project to meet the requirements of this section.

(a) *For municipal water delivery.*

(1) An applicant shall dedicate to the city, as a condition precedent to approval of a final subdivision map, final parcel map or issuance of a building permit, the surface water or groundwater rights reasonably necessary to ensure an adequate water supply to serve all parcels or lots within the project or a building. This section applies to projects that will be served by the city's municipal water system, or by domestic wells.

(2) As a condition precedent to a final subdivision or parcel map, an applicant also must dedicate facilities for storm drainage, water treatment, supply, storage, transmission and distribution, and any facilities for sewage collection, treatment and disposal, and appurtenances (such as wells, pipelines, pumps and storage tanks) located within or outside of the property, which are reasonably necessary to ensure an adequate water supply to the property, adequate sewage disposal for the property, and adequate storm collection and disposal for the property, along with any easement or legal access reasonably necessary to ensure an adequate water supply to the property.

(3) For dedications of non-surface water rights, the amount of water required to be dedicated to the city pursuant to this section shall be:

a. For each single-family residential parcel or lot - the amount of water demand calculated by the following formula:

$$1.4 * (1/(1.1 + (10,000/\text{Lot Size})))$$

b. For each commercial and industrial parcel or lot - the amount of water required to meet the estimated average annual average demand of the development. The amount of water required to meet the annual average demand of the development shall be determined by the director of public works based on information provided by the applicant.

c. For each mobile or manufactured home on a lot or space within a mobile home park, multi-family unit, condominium, townhouse, or similar type of development -the amount of water required for each unit shall be based on the number of fixture units, as defined by the most current version of the plumbing code adopted by the city, multiplied by 25 gallons per day and 365 days, then converted to acre-feet. The amount of water required for uses external to each unit (landscaping, recreational facilities, laundry facilities, clubhouses, etc.) shall be determined by the director of public works based in information provided by the applicant.

(4) For dedications of surface water rights, the amount of water required to be dedicated to the city pursuant to this section shall be:

a. For each single-family residential lot or parcel - 1.12 acre-feet per lot, or

b. For all other parcels or lots - multiplying the applicable water dedication requirement for non-surface water dedications by 1.35.

(5) For surface water dedications, the city may also require an applicant to pay a fee, established by resolution of the city council, to pay for the costs of constructing, operating, and maintaining:

a. Upstream drought storage facilities, or

b. Facilities required to convey surface water from the source to the municipal water treatment facility.

(6) In the event of a parcel splitting that occurs subsequent to the initial parcel map, the applicable water right dedication shall be required for each additional parcel or lot created.

(7) Dedication of surface water or groundwater rights must meet the following conditions:

a. The applicant must submit proof of the validity of the water right and the complete chain of title establishing ownership. The water right must be in good standing and of sufficient quantity and quality to service the needs of the development. In the case of a certified right, the city may request proof of use within the preceding five years.

b. The water right must be legally available for the beneficial use of the proposed development. All costs of transfer of any points of diversion or change in manner and place of use shall be the responsibility of the applicant. All water rights transfers are subject to the state water engineer's approval, proof of which must be submitted before acceptance.

(b) *Domestic well use.*

(1) For construction of new residences on existing parcels that were created on or after July 8, 1996, and that will be served by domestic wells, water rights shall be dedicated prior to the approval of a building permit for the residence. For vacant parcels that have existing wells, proof

of water right dedication shall be submitted with the building permit. Parcels created before July 8, 1996, are exempt pursuant to NRS 534.350. Nothing in this article is intended to supersede the provision of FTO [13](#).

(2) Prior to the approval of any new parcel map or subdivision map that creates new parcels that are five acres or less gross acreage, and which will utilize a domestic well for the property's domestic water supply, rather than the city municipal water system, the applicant shall dedicate to the city, at the applicants cost, 2.02 acre-feet per year of certificated groundwater rights from within the Fernley Area Hydrographic Basin.

(3) The city, at its sole discretion, may accept, in lieu of the dedication of part or all of the 2.02 acre-feet of groundwater rights, as required in subsections (b)(1) and (2) of this section, up to 2.02 acre-feet of surface or other water rights that the city can utilize in its municipal water system. Supplemental irrigation water rights may not be dedicated to satisfy the requirements of this article.

(4) Any water rights that are dedicated to the city under this section shall be withdrawn or committed to the use at the applicable parcel or lot pursuant to the policies and requirements of the city and the state.

(5) In the event a property for which water rights were dedicated to the city and is subsequently connected to the city municipal water system:

a. The water rights dedicated pursuant to this section may be credited toward the dedication requirements that exist for connecting the subject property to the municipal water system; but

b. Said city credit will only be granted if the former domestic well is abandoned and plugged pursuant to state law.

(6) If the abandonment of a domestic well under this article could qualify the city for a domestic well credit pursuant to NRS 534.350, or any regulations adopted pursuant thereto, no city credit towards the municipal service water dedication requirement will be allowed unless the city receives a domestic well credit pursuant to NRS 534.350, and regulations adopt pursuant thereto.

(7) If a domestic well credit is granted to the city pursuant to NRS 534.350, and the amount of that credit for a specific well is greater than the credit a property owner is allotted to from the city pursuant to subsection (6) of this subsection (b), the property owner will receive the benefit of any such excess and may apply that excess toward another utility connection in the city service area.

(c) *Use of water rights and facilities.* The city may, by contract or written agreement, permit the use of the dedicated water rights and/or facilities by other governmental entities, public or private utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer services.

(d) *Nature of dedication.* The dedication of water rights and facilities required herein may be satisfied if the applicant enters into an agreement with the city secured by a performance bond or other undertaking acceptable to the city. The agreement must constitute a binding offer to dedicate, conditioned only upon failure to receive final approval of the application for water service.

(e) *Facilities standards.* The facilities which are the subject of a dedication agreement must be designed and constructed in accordance with standards and other requirements established by the public works design standards manual.

(f) *Approval of service, conditional.* Every "will-serve" notification and administrative approval of applications for water service is conditioned upon the acceptance of the dedication or the execution of an agreement conforming to this chapter.

(g) *Payment in lieu of dedication of water rights.*

(1) The following properties may pay a fee in lieu of dedication of water rights pursuant to the requirements set forth in subsection (3) of this section:

a. New residences on parcels created by:

1. Final subdivision maps;
2. Tentative subdivision maps that have not expired; or
3. Final parcel maps;

that were approved prior to December 14, 2004; or

b. Commercial or industrial properties where the calculated ERC required to serve a proposed improvement is equal to or less than 0.5 ERCs.

(2) The right to pay a fee in lieu of dedication pursuant to subsection (1)a. of this section shall expire on January 1, 2018, if not exercised before that date.

(3) Standards for payment in lieu of fee of dedication of water rights.

a. If a property on which the project listed in subsection (1) of this section has appurtenant water rights, those water rights shall be dedicated to the city, to the extent required for water service. In the event an applicant is unable to convey sufficient water rights because there are insufficient water rights on the subject property for the project, a fee may be paid in lieu of dedication of the unavailable water right or the applicant may acquire and dedicate an equivalent replacement water right.

b. An applicant does not qualify for payment in lieu of dedication of water rights if the property that would otherwise qualify under subsection (1)a. of this section once had appurtenant water rights, and those rights were previously stripped from the property for

use outside of the city. The burden of proof is on the applicant to show the lack of sufficient appurtenant water rights and/or the history of the transfer or unavailability of any appurtenant water rights. Any costs incurred by the city in determining the applicant's eligibility to pay a fee in lieu of dedication shall be the responsibility of the applicant.

c. In the event that a fee in lieu of dedication of water rights is allowed as herein provided, said fee shall be the market rate for water rights as set by Truckee Meadows Water Authority. Any funds that are paid to the city in lieu of a dedication of water rights shall only be spent on:

1. The acquisition of additional water rights;

2. Projects designed to expand the quantity of water available to the municipal water system. Such projects may include, without limitation, projects for the storage of water during normal water years for use by the municipal water system during drought years; or

3. New projects to enhance the quality of water within the municipal water system.

d. The payment of a fee in lieu of dedication of water rights pursuant to this chapter must be made:

1. For an eligible tentative subdivision map that has not expired and that was approved prior to December 14, 2004, at or before the time of approval of any final subdivision or final parcel map;

2. For an eligible final subdivision map or final parcel map approved prior to January 1, 2008, at or before the time the water service connection fee is paid. If, prior to October 12, 2015, the water service connection fee was paid, but the payment of the fee in lieu of dedication of water rights was not paid at or before that time, the payment of the fee in lieu of dedication of water rights shall be paid at or before the time of the physical connection of any structure on the lot to the water service system;

3. For all other eligible final subdivision maps or final parcel maps for which the fee was not collected at the time of submittal or recordation of such final subdivision map or final parcel map, at or before a building permit for any lot contained within the final subdivision map or final parcel map is submitted; or

4. For improvements to commercial or industrial property eligible to pay an in lieu of fee pursuant to subsection (1)b. of this section, at the time a building permit is submitted.

e. Notwithstanding any provisions of subsection [32.09.035](#)(a) to the contrary, the required dedication rate on which the payment of a fee in lieu of dedication shall be

calculated pursuant to this section for each residential lot for which water is allocated from the city's existing pool of ground water rights, shall be the amount of ground water actually allocated to serve such lots as evidenced by the records of the state engineer.

Sec. 32.09.037. – Procedures for obtaining appraisals of real property.

(ha) *List of qualified appraisers.*

(1) *Purpose.* The purpose of this provision is to meet the minimum requirements set forth by the legislative mandate of Assembly Bill No. 312, as amended by Senate Bill No. 394 of the 73rd Session of the Nevada Legislature, and as further amended by Assembly Bill No. 462 of the 74th Session of the Nevada Legislature. To comply with that legislative mandate, the council adopts an ordinance establishing the procedures for creating and amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the city.

a. This provision applies when the city is offering real property for sale or lease except as otherwise provided by state law, including, but not limited to, those exceptions contained NRS 268.059.

b. This provision does not create a legal right, including, but not limited to, a property or other constitutional right, to be placed upon the established appraisal lists or to be awarded a contract for professional services.

(2) *Procedure.*

a. The director shall obtain from the state real estate division a list of all general appraisers qualified to act as a general appraiser in the county.

b. The director shall send a request for qualification to each appraiser on the list to determine if the appraiser is interested in performing appraisals for the city under terms and conditions stated therein, and what types of appraisals the appraiser is qualified to perform based on training and experience. An appraiser who fails to respond to the request for qualifications to the satisfaction of the director shall not be placed on the list.

c. From the responses to the requests for qualifications, the director shall prepare the following five lists:

1. Residential appraisers;
2. General commercial and/or industrial appraisers;
3. Ranches appraisers;
4. Open space appraisers; and
5. Water rights appraisers.

d. The names on the five lists set forth in subsection (h)(2)c. of this section must be organized in a random order in a fashion determined by the director.

e. To create the five lists set forth in subsection (h)(2)c. of this section, the following standards shall be used to determine minimum qualifications:

1. The appraiser must possess all necessary licenses;
2. The appraiser must not have violated professional appraiser standards or statutory requirements in the performance of appraisals or cannot have been disciplined or fined by any state or federal agency for conduct that relates to the ability of the appraiser to perform the work to be required by the city;
3. The appraiser must have the ability to obtain and maintain insurance coverage as required by the city;
4. The appraiser must have the professional qualifications and experience for the specific appraisal required by the city;
5. During the five years immediately preceding the date of the appointment by the city, the appraiser cannot have filed as a debtor in a business capacity under the provisions of the United States Bankruptcy Code or breached any contract with a public agency or person in this state or any other state;
6. The appraiser's application must be truthful and complete; and
7. The appraiser must execute the application form and consent to and have the ability to satisfy all terms and conditions contained in any proposed contract for appraisal services presented by the city.

f. Appraisers on the lists shall keep the director informed of any change in the status of standards listed above in subsection e.1 through 7 of this section. The change in the appraiser's status or failure to maintain the minimum qualifications is cause for immediate removal from the list by the director. The director shall provide written notice to any appraiser of his removal.

g. The names of appraisers who are organized in a firm of appraisers may be placed on the list independently if each is independently qualified. No two appraisers from the same firm can be selected to appraise the same real property. An appraiser who cannot be selected because of an appraisal firm relationship retains his place on the list for the next appraisal required by the city.

h. From time to time the director shall obtain a new list from the state real estate division and follow the procedures of this article to assemble a new list. An appraiser whose

name is stricken from the list as required by this section may be added to the new list if properly qualified and responsive.

(3) Appraiser selection process.

a. When an appraisal is required for the sale or lease of real property owned by the city, the director shall send a request for proposal to the appraiser whose name is next on the list for the type of property appraisal required, and who has not been hired by the city for an appraisal since the last time the list was assembled or reordered.

b. The request for proposal shall identify:

1. The property to be appraised;
2. The desired terms and conditions of appraisal; and
3. The requirements for the response to the request for proposal.

c. The response from the appraiser must include:

1. A statement of specific qualifications to do the type of appraisal required;
2. A proposal complying with the terms and conditions of the request;
3. The names of other appraisers in the appraiser's firm, if any;
4. A statement that the appraiser is not related within the first degree of consanguinity or affinity to any person who has an interest in the real property or an adjoining property; and
5. A disclosure statement which includes, without limitation:
 - A. All sources of income that may constitute a conflict of interest;
 - B. Any prior appraisal by the appraiser of the subject property; and
 - C. Any relationship of the appraiser with the city, the owner of the subject property or the owners of any adjoining property to the one being appraised.

d. If an appraiser responds to the request in terms that are responsive and satisfactory to the director, the appraiser's proposal shall be presented to the council which shall verify the qualifications of the appraiser. The determination of the council as to qualifications is conclusive. An appraiser's name shall be stricken from the list for the type of appraisal requested if the appraiser does not satisfactorily respond to the request as determined by the director or if the council declines to verify the appraiser's qualifications.

e. The director shall use the list and repeat the selection procedures until the council approves an appraiser. To expedite the selection process, the director may send a request for proposal to more than one appraiser on the list. Those appraisers who respond but are not selected shall retain their places on the list. The director may also send the names of more than one appraiser to the council but shall report to the council the order of the appraisers on the list.

DRAFT

BILL #334

CITY OF FERNLEY

ORDINANCE # _____

THE CITY COUNCIL OF THE CITY OF FERNLEY DO ORDAIN:

Sec. 32.09.035. - Dedication of water rights and facilities for residential subdivision and parcel maps, construction of new homes and industrial and commercial buildings.

Purpose: The purpose of this section is to ensure that new development projects dedicate a sufficient quantity of water rights to the city to ensure long-term water resources are available to serve said development. Except as expressly provided in subsection (g) herein, or as authorized by a Development Agreement or Water Rights Banking and Dedication Agreement approved by the City Council, water rights owned by the city shall not be sold or otherwise allocated to a development project to meet the requirements of this section.

(a) For municipal water delivery.

(1) An applicant shall dedicate to the city, as a condition precedent to approval of a final subdivision map, final parcel map or issuance of a building permit, the surface water or groundwater rights reasonably necessary to ensure an adequate water supply to serve all parcels or lots within the project or a building. This section applies to projects that will be served by the city's municipal water system, or by domestic wells.

(2) As a condition precedent to a final subdivision or parcel map, an applicant also must dedicate facilities for storm drainage, water treatment, supply, storage, transmission and distribution, and any facilities for sewage collection, treatment and disposal, and appurtenances (such as wells, pipelines, pumps and storage tanks) located within or outside of the property, which are reasonably necessary to ensure an adequate water supply to the property, adequate sewage disposal for the property, and adequate storm collection and disposal for the property, along with any easement or legal access reasonably necessary to ensure an adequate water supply to the property.

(3) For dedications of non-surface water rights, the amount of water required to be dedicated to the city pursuant to this section shall be:

a. For each single-family residential parcel or lot - the amount of water demand calculated by the following formula:

$$1.4 * (1/(1.1 + (10,000/Lot\ Size)))$$

b. For each commercial and industrial parcel or lot - the amount of water required to meet the estimated average annual average demand of the development. The amount of

water required to meet the annual average demand of the development shall be determined by the director of public works based on information provided by the applicant.

c. For each mobile or manufactured home on a lot or space within a mobile home park, multi-family unit, condominium, townhouse, or similar type of development -the amount of water required for each unit shall be based on the number of fixture units, as defined by the most current version of the plumbing code adopted by the city, multiplied by 25 gallons per day and 365 days, then converted to acre-feet. The amount of water required for uses external to each unit (landscaping, recreational facilities, laundry facilities, clubhouses, etc.) shall be determined by the director of public works based in information provided by the applicant.

(4) For dedications of surface water rights, the amount of water required to be dedicated to the city pursuant to this section shall be:

a. For each single-family residential lot or parcel - 1.12 acre-feet per lot, or

b. For all other parcels or lots - multiplying the applicable water dedication requirement for non-surface water dedications by 1.35.

(5) For surface water dedications, the city may also require an applicant to pay a fee, established by resolution of the city council, to pay for the costs of constructing, operating, and maintaining:

a. Upstream drought storage facilities, or

b. Facilities required to convey surface water from the source to the municipal water treatment facility.

(6) In the event of a parcel splitting that occurs subsequent to the initial parcel map, the applicable water right dedication shall be required for each additional parcel or lot created.

(7) Dedication of surface water or groundwater rights must meet the following conditions:

a. The applicant must submit proof of the validity of the water right and the complete chain of title establishing ownership. The water right must be in good standing and of sufficient quantity and quality to service the needs of the development. In the case of a certified right, the city may request proof of use within the preceding five years.

b. The water right must be legally available for the beneficial use of the proposed development. All costs of transfer of any points of diversion or change in manner and place of use shall be the responsibility of the applicant. All water rights transfers are subject to the state water engineer's approval, proof of which must be submitted before acceptance.

(b) *Domestic well use.*

(1) For construction of new residences on existing parcels that were created on or after July 8, 1996, and that will be served by domestic wells, water rights shall be dedicated prior to the approval of a building permit for the residence. For vacant parcels that have existing wells, proof of water right dedication shall be submitted with the building permit. Parcels created before July 8, 1996, are exempt pursuant to NRS 534.350. Nothing in this article is intended to supersede the provision of FTO [13](#).

(2) Prior to the approval of any new parcel map or subdivision map that creates new parcels that are five acres or less gross acreage, and which will utilize a domestic well for the property's domestic water supply, rather than the city municipal water system, the applicant shall dedicate to the city, at the applicants cost, 2.02 acre-feet per year of certificated groundwater rights from within the Fernley Area Hydrographic Basin.

(3) The city, at its sole discretion, may accept, in lieu of the dedication of part or all of the 2.02 acre-feet of groundwater rights, as required in subsections (b)(1) and (2) of this section, up to 2.02 acre-feet of surface or other water rights that the city can utilize in its municipal water system. Supplemental irrigation water rights may not be dedicated to satisfy the requirements of this article.

(4) Any water rights that are dedicated to the city under this section shall be withdrawn or committed to the use at the applicable parcel or lot pursuant to the policies and requirements of the city and the state.

(5) In the event a property for which water rights were dedicated to the city and is subsequently connected to the city municipal water system:

a. The water rights dedicated pursuant to this section may be credited toward the dedication requirements that exist for connecting the subject property to the municipal water system; but

b. Said city credit will only be granted if the former domestic well is abandoned and plugged pursuant to state law.

(6) If the abandonment of a domestic well under this article could qualify the city for a domestic well credit pursuant to NRS 534.350, or any regulations adopted pursuant thereto, no city credit towards the municipal service water dedication requirement will be allowed unless the city receives a domestic well credit pursuant to NRS 534.350, and regulations adopt pursuant thereto.

(7) If a domestic well credit is granted to the city pursuant to NRS 534.350, and the amount of that credit for a specific well is greater than the credit a property owner is allotted to from the city pursuant to subsection (6) of this subsection (b), the property owner will receive the benefit of any such excess and may apply that excess toward another utility connection in the city service area.

(c) *Use of water rights and facilities.* The city may, by contract or written agreement, permit the use of the dedicated water rights and/or facilities by other governmental entities, public or private

utilities, or any other person or entity, including those engaged in providing water, storm drainage or sewer services.

(d) *Nature of dedication.* The dedication of water rights and facilities required herein may be satisfied if the applicant enters into an agreement with the city secured by a performance bond or other undertaking acceptable to the city. The agreement must constitute a binding offer to dedicate, conditioned only upon failure to receive final approval of the application for water service.

(e) *Facilities standards.* The facilities which are the subject of a dedication agreement must be designed and constructed in accordance with standards and other requirements established by the public works design standards manual.

(f) *Approval of service, conditional.* Every "will-serve" notification and administrative approval of applications for water service is conditioned upon the acceptance of the dedication or the execution of an agreement conforming to this chapter.

(g) *Payment in lieu of dedication of water rights.*

(1) The following properties may pay a fee in lieu of dedication of water rights pursuant to the requirements set forth in subsection (3) of this section:

a. New residences on parcels created by:

1. Final subdivision maps;
2. Tentative subdivision maps that have not expired; or
3. Final parcel maps;

that were approved prior to December 14, 2004; or

b. Commercial or industrial properties where the calculated ERC required to serve a proposed improvement is equal to or less than 0.5 ERCs.

(2) The right to pay a fee in lieu of dedication pursuant to subsection (1)a. of this section shall expire on January 1, 2018, if not exercised before that date.

(3) Standards for payment in lieu of fee of dedication of water rights.

a. If a property on which the project listed in subsection (1) of this section has appurtenant water rights, those water rights shall be dedicated to the city, to the extent required for water service. In the event an applicant is unable to convey sufficient water rights because there are insufficient water rights on the subject property for the project, a fee may be paid in lieu of dedication of the unavailable water right or the applicant may acquire and dedicate an equivalent replacement water right.

b. An applicant does not qualify for payment in lieu of dedication of water rights if the property that would otherwise qualify under subsection (1)a. of this section once had appurtenant water rights, and those rights were previously stripped from the property for use outside of the city. The burden of proof is on the applicant to show the lack of sufficient appurtenant water rights and/or the history of the transfer or unavailability of any appurtenant water rights. Any costs incurred by the city in determining the applicant's eligibility to pay a fee in lieu of dedication shall be the responsibility of the applicant.

c. In the event that a fee in lieu of dedication of water rights is allowed as herein provided, said fee shall be the market rate for water rights as set by Truckee Meadows Water Authority. Any funds that are paid to the city in lieu of a dedication of water rights shall only be spent on:

1. The acquisition of additional water rights;

2. Projects designed to expand the quantity of water available to the municipal water system. Such projects may include, without limitation, projects for the storage of water during normal water years for use by the municipal water system during drought years; or

3. New projects to enhance the quality of water within the municipal water system.

d. The payment of a fee in lieu of dedication of water rights pursuant to this chapter must be made:

1. For an eligible tentative subdivision map that has not expired and that was approved prior to December 14, 2004, at or before the time of approval of any final subdivision or final parcel map;

2. For an eligible final subdivision map or final parcel map approved prior to January 1, 2008, at or before the time the water service connection fee is paid. If, prior to October 12, 2015, the water service connection fee was paid, but the payment of the fee in lieu of dedication of water rights was not paid at or before that time, the payment of the fee in lieu of dedication of water rights shall be paid at or before the time of the physical connection of any structure on the lot to the water service system;

3. For all other eligible final subdivision maps or final parcel maps for which the fee was not collected at the time of submittal or recordation of such final subdivision map or final parcel map, at or before a building permit for any lot contained within the final subdivision map or final parcel map is submitted; or

4. For improvements to commercial or industrial property eligible to pay an in lieu of fee pursuant to subsection (1)b. of this section, at the time a building permit is submitted.

e. Notwithstanding any provisions of subsection [32.09.035](#)(a) to the contrary, the required dedication rate on which the payment of a fee in lieu of dedication shall be calculated pursuant to this section for each residential lot for which water is allocated from the city's existing pool of ground water rights, shall be the amount of ground water actually allocated to serve such lots as evidenced by the records of the state engineer.

Sec. 32.09.037. – Procedures for obtaining appraisals of real property.

(a) List of qualified appraisers.

(1) *Purpose.* The purpose of this provision is to meet the minimum requirements set forth by the legislative mandate of Assembly Bill No. 312, as amended by Senate Bill No. 394 of the 73rd Session of the Nevada Legislature, and as further amended by Assembly Bill No. 462 of the 74th Session of the Nevada Legislature. To comply with that legislative mandate, the council adopts an ordinance establishing the procedures for creating and amending a list of appraisers qualified to conduct appraisals of real property offered for sale or lease by the city.

a. This provision applies when the city is offering real property for sale or lease except as otherwise provided by state law, including, but not limited to, those exceptions contained NRS 268.059.

b. This provision does not create a legal right, including, but not limited to, a property or other constitutional right, to be placed upon the established appraisal lists or to be awarded a contract for professional services.

(2) Procedure.

a. The director shall obtain from the state real estate division a list of all general appraisers qualified to act as a general appraiser in the county.

b. The director shall send a request for qualification to each appraiser on the list to determine if the appraiser is interested in performing appraisals for the city under terms and conditions stated therein, and what types of appraisals the appraiser is qualified to perform based on training and experience. An appraiser who fails to respond to the request for qualifications to the satisfaction of the director shall not be placed on the list.

c. From the responses to the requests for qualifications, the director shall prepare the following five lists:

1. Residential appraisers;
2. General commercial and/or industrial appraisers;
3. Ranches appraisers;

4. Open space appraisers; and

5. Water rights appraisers.

d. The names on the five lists set forth in subsection (h)(2)c. of this section must be organized in a random order in a fashion determined by the director.

e. To create the five lists set forth in subsection (h)(2)c. of this section, the following standards shall be used to determine minimum qualifications:

1. The appraiser must possess all necessary licenses;

2. The appraiser must not have violated professional appraiser standards or statutory requirements in the performance of appraisals or cannot have been disciplined or fined by any state or federal agency for conduct that relates to the ability of the appraiser to perform the work to be required by the city;

3. The appraiser must have the ability to obtain and maintain insurance coverage as required by the city;

4. The appraiser must have the professional qualifications and experience for the specific appraisal required by the city;

5. During the five years immediately preceding the date of the appointment by the city, the appraiser cannot have filed as a debtor in a business capacity under the provisions of the United States Bankruptcy Code or breached any contract with a public agency or person in this state or any other state;

6. The appraiser's application must be truthful and complete; and

7. The appraiser must execute the application form and consent to and have the ability to satisfy all terms and conditions contained in any proposed contract for appraisal services presented by the city.

f. Appraisers on the lists shall keep the director informed of any change in the status of standards listed above in subsection e.1 through 7 of this section. The change in the appraiser's status or failure to maintain the minimum qualifications is cause for immediate removal from the list by the director. The director shall provide written notice to any appraiser of his removal.

g. The names of appraisers who are organized in a firm of appraisers may be placed on the list independently if each is independently qualified. No two appraisers from the same firm can be selected to appraise the same real property. An appraiser who cannot be selected because of an appraisal firm relationship retains his place on the list for the next appraisal required by the city.

h. From time to time the director shall obtain a new list from the state real estate division and follow the procedures of this article to assemble a new list. An appraiser whose name is stricken from the list as required by this section may be added to the new list if properly qualified and responsive.

(3) Appraiser selection process.

a. When an appraisal is required for the sale or lease of real property owned by the city, the director shall send a request for proposal to the appraiser whose name is next on the list for the type of property appraisal required, and who has not been hired by the city for an appraisal since the last time the list was assembled or reordered.

b. The request for proposal shall identify:

1. The property to be appraised;
2. The desired terms and conditions of appraisal; and
3. The requirements for the response to the request for proposal.

c. The response from the appraiser must include:

1. A statement of specific qualifications to do the type of appraisal required;
2. A proposal complying with the terms and conditions of the request;
3. The names of other appraisers in the appraiser's firm, if any;
4. A statement that the appraiser is not related within the first degree of consanguinity or affinity to any person who has an interest in the real property or an adjoining property; and
5. A disclosure statement which includes, without limitation:
 - A. All sources of income that may constitute a conflict of interest;
 - B. Any prior appraisal by the appraiser of the subject property; and
 - C. Any relationship of the appraiser with the city, the owner of the subject property or the owners of any adjoining property to the one being appraised.

d. If an appraiser responds to the request in terms that are responsive and satisfactory to the director, the appraiser's proposal shall be presented to the council which shall verify the qualifications of the appraiser. The determination of the council as to qualifications is conclusive. An appraiser's name shall be stricken from the list for the type

of appraisal requested if the appraiser does not satisfactorily respond to the request as determined by the director or if the council declines to verify the appraiser's qualifications.

e. The director shall use the list and repeat the selection procedures until the council approves an appraiser. To expedite the selection process, the director may send a request for proposal to more than one appraiser on the list. Those appraisers who respond but are not selected shall retain their places on the list. The director may also send the names of more than one appraiser to the council but shall report to the council the order of the appraisers on the list.

PROPOSED on the 18th day of October 2023.

PASSED, APPROVED and ADOPTED this 1st day of November 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Neal E. McIntyre, Mayor

Date: _____

Attest By: _____
Kimberly Swanson, City Clerk

Date: _____