



N E V A D A

AGENDA
Regular Meeting
Planning Commission

Wednesday, November 8, 2023 • 5:00 PM

Members

Jenni McCullar - Chairwoman
Angela Lewis - Vice Chair
Jake VanderHeiden -
Commissioner
Humayoon Lodhi - Commissioner
Barry Williams Sr. - Commissioner
Shellie Severa - Commissioner
Cody Wagner - Commissioner

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 Planning Commission may submit public comment through the , 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 the Planning Commission 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 commission 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: The Planning Commission 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 Planning Commission 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**
- 1.5. (Possible Action) Approval of Minutes**

2. OATH OF OFFICE

- 2.1. Administer Oath of Office to new Planning Commissioner Jake VanderHeiden**

3. PUBLIC HEARINGS

A. DISCUSSION WITH PLANNING COMMISSION & STAFF B. PUBLIC INPUT C. ADDITIONAL DISCUSSION WITH PLANNING COMMISSION & STAFF D. COUNCIL ACTION OR DIRECTION TO STAFF

- 3.1. (For Possible Action) Consideration and possible action on TSM 2019-001 EOT, an Extension of Time request by Fernley Land Investment, LLC for not more than two years for Fernley Land Investment, LLC to record a final subdivision map for Sunrise Trails, a 202 single-family attached duplex and townhome subdivision generally located on the southern terminus of Chisholm Trail (APNs: 021-272-41, -42, -43, and -44 on a site 13.9-acres in size.**
- 3.2. (For Possible Action) Consideration and possible action on Bill # 340—regarding a planned development application (PD22001)—and a tentative subdivision map application (TSM23002), submitted by Phelps Engineering on behalf of Creekwood Group, to rezone a ±42.87-acre parcel generally located south of Farm District Road between Linley and Barker Lanes (APN: 021-303-20) from Single-Family Residential, 20,000 square-foot minimum lot size (SF20) to Planned Development (PD). The Creekwood planned development proposes 77 single-family homes and 132 townhomes with some design standard deviations from Fernley Municipal Code.**
- 3.3. (For Possible Action) Consideration, discussion, and possible action to recommend that the City Council approve Bill #342, an Ordinance establishing a Development Agreement (DA22001) between the developer (Mark IV Capital) and the City of Fernley in association with Phase 1 of the Victory Logistics District Planned Development relating to improvements of utilities, public services, and other related items.**

4. CHAIR AND COMMISSION ITEMS

(SUMMARY OR ACTIVITY REPORTS ON PLANNING ISSUES, ACTIVITIES OR ORGANIZATIONS IN WHICH INDIVIDUAL MEMBERS MAY BE INVOLVED. THIS ITEM IS TO PROVIDE GENERAL INFORMATION TO THE COMMISSION AND PUBLIC. NO DISCUSSION SHALL TAKE PLACE AND NO ACTION WILL BE TAKEN.)

5. PLANNING DIRECTOR ITEMS

(ACTIVITY SUMMARY OR UPDATES ON PROJECTS THAT HAVE BEEN PREVIOUSLY REVIEWED BY THE PLANNING COMMISSION. THIS ITEM IS TO PROVIDE GENERAL INFORMATION TO THE COMMISSION AND PUBLIC. NO DISCUSSION SHALL TAKE PLACE AND NO ACTION WILL BE TAKEN.)

6. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

7. PUBLIC FORUM

8. ADJOURNMENT

Next Meeting: December 13th @5pm

**MINUTES OF THE
FERNLEY PLANNING COMMISSION MEETING
OCTOBER 11, 2023**

Chairwoman Jenni McCullar called the Fernley Planning Commission meeting to order at 05:00 PM at Fernley City Hall, 595 Silver Lace Blvd., Fernley, NV 89408.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Chairwoman Jenni McCullar, Vice-Chair Angela Lewis, Commissioner Humayoon Lodhi, Commissioner Barry Williams, Sr., Commissioner Cody Wagner, City Attorney Aaron Mouritsen, City Manager Benjamin Marchant, Deputy City Manager Lydia Altick, Deputy City Clerk Brenda Gosser, Administrative Specialist I Sandy Harris, Planning Director Michele Rambo, Senior Planner Shay League, City Engineer Derek Starkey **Absent:** Commissioner Shellie Severa.

1.3. Public Forum

Mayor Neal E. McIntyre stated that the city is in the process of interviewing three candidates for the open position on the Planning Commission. The final applicants should be going before the Council next week.

1.4. (For Possible Action) Approval of Agenda

Motion: MOVE TO APPROVE TONIGHTS AGENDA. **Action:** Approved. **Moved by:** Commissioner Wagner, **Seconded by:** Vice-Chair Lewis. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Commissioner Williams, Chairwoman McCullar, Vice-Chair Lewis, Commissioner Wagner, Commissioner Lodhi.

1.5. (Possible Action) Approval of Minutes

Motion: MOVE TO APPROVE THE MINUTES OF SEPTEMBER 13, 2023. **Action:** Approved. **Moved by:** Commissioner Wagner, **Seconded by:** Commissioner Williams. **Vote:** Passed, **Summary:** Yes. **Yes:** Commissioner Williams, Chairwoman McCullar, Vice-Chair Lewis, Commissioner Wagner, Commissioner Lodhi.

2. STAFF REPORTS

2.1. (For Possible Action) Discussion and possible action regarding City of Fernley Planning Commission Bylaws, last revised January 13, 2016.

Senior Planner League presented that the current governing document for this body is "City of Fernley Planning Commission By-laws, Adopted 11/14/2001, Revised 01/16/2016". After difficulty with the officer election process at the beginning of the year, staff determined the bylaws need to be updated. During the bylaw review process, Council requested staff clarify the issue of residency on boards that report to Council. With the Mayor's support, the new draft of bylaws incorporates Nevada Revised Statutes (NRS) 268.120, which allows up to two members of the Planning Commission to be non-residents. As recommended by the City Attorney's office, the staff has also included the definition of "resident" found in NRS 281.050 (which pertains to election law) for the purpose of Planning Commission appointments. Other concerns that arose during the bylaw review process are the onboarding process for

new Commissioners and the current status of Planning Commissioner as an uncompensated entirely volunteer role. Planning Staff is working on an item to put before City Council to gain approval for a stipend in recognition of the value this body contributes to the City of Fernley. If approved, such compensation would begin at the beginning of fiscal year 2024/2025, which begins July 1, 2024.

Commissioner Cody Wagner thanked the staff for bringing this forward.

Chairwoman McCullar stated that she appreciates the inclusion of the stipend.

Motion: I MOVE TO ADOPT RESOLUTION #23-014 TO AMEND THE PLANNING COMMISSION BYLAWS AND ADOPT THE RULES OF PROCEDURE AS PRESENTED BY STAFF; I FURTHER MOVE TO REQUEST CITY COUNCIL ADOPT THIS ITEM AS A JOINT RESOLUTION. **Action:** Approved. **Moved by:** Commissioner Cody Wagner, **Seconded by:** Commissioner Humayoon Lodhi. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Commissioner Williams, Chairwoman McCullar, Vice-Chair Lewis, Commissioner Wagner, Commissioner Lodhi.

3. GENERAL BUSINESS

3.1. Presentation from Devin Moore of Kimley Horn regarding City of Fernley Transportation Master Plan, adopted by City Council July 1, 2020.

Devin Moore gave an update on the City of Fernley Transportation Master Plan, adopted by City Council on July 1, 2020. The City of Fernley Transportation Master Plan (TMP) has been prepared to reflect the City's growth, changing trends in transportation and the surrounding area, and the corresponding existing and future transportation needs in Fernley. The city's transportation network includes both existing and future roadways, parking, transit, bicycle, and pedestrian facilities. This TMP reviews and analyzes the existing and future conditions of the city's multimodal transportation network and recommends enhancements to the transportation system. The TMP recommends that the City of Fernley and surrounding jurisdictions continue to collect and store transportation-related data to support strategic decision-making. Continued data collection will inform the development of a City travel demand model (TDM). As part of this TMP, and in anticipation of a TDM for the City, a simple travel demand/transportation network model was created for Fernley. This model allows the City to track development impacts on the transportation system and to project future transportation needs.

Commissioner Cody Wagner thanked Mr. Moore for the review. When considering adopting Farm District Road, it seems that it would have some negative financial implications for the City.

3.2. Training

Planning Director Michele Rambo presented "Land Use Policy Could Help Solve the American West's Water Crisis" by Patrick Sisson. Planners explore innovative solutions to the water crisis.

4. PUBLIC HEARINGS

4.1. (For Possible Action) Consideration and possible action to recommend that the City Council adopt Bill #335, an Ordinance to repeal and replace Section 32.06.140 (Planned Development) of the City of Fernley Development Code.

Planning Director Michele Rambo stated that the Planned Development section of the 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.

There was no public input.

Motion: I MOVE TO RECOMMEND THAT THE CITY COUNCIL APPROVE BILL #335 AMENDING SECTION 32.06.140 (PLANNED DEVELOPMENT) TO THE CITY OF FERNLEY DEVELOPMENT CODE AS PRESENTED BASED ON THE FINDINGS OUTLINE IN THE STAFF REPORT. **Action:** Approved. **Moved by:** Commissioner Cody Wagner, **Seconded by:** Commissioner Humayoon Lodhi. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Commissioner Williams, Chairwoman McCullar, Vice-Chair Lewis, Commissioner Wagner, Commissioner Lodhi.

4.2. (For Possible Action) Discussion and possible action on an annexation application (ANX23001) submitted by Summit Engineering on behalf of Lansing Companies regarding a request to annex a ±155.60-acre parcel generally located west of Duffy Drive, east of Truck Inn Way, and northwest of Nevada Pacific Parkway at Interstate 80 (APN: 021-581-07) into the City of Fernley.

Senior Planner League presented this item. This parcel is contiguous to the existing City boundaries. After annexation, the developer hopes to receive further approvals to rezone this property to Industrial and pursue construction of a project with the working name "Nevada Pacific Industrial Center". If the City of Fernley converts Lyon County's RR5 zone to GR20 through the annexation process, the property will conform with our master-planned land use of General Rural. The staff prefers, and our code supports, preventing development on this parcel (if annexed) until the area plan process determines whether a new master planned land use will be more appropriate for this parcel than the current one. Given the parcel's location along the I-80 corridor, it's likely our area plan process will determine that a more intensive use (such as Commercial or Industrial) is appropriate; however, staff would like to ensure that we conduct our due diligence before approving any sort of development in the North Fernley Future Development area.

There was no public input.

Motion: I MOVE TO ADOPT THE FINDINGS RELATED TO CONSIDERATIONS OF APPROVAL AX1 THROUGH AX4 AS PRESENTED IN THE STAFF REPORT AND RECOMMEND COUNCIL ADOPT A RESOLUTION TO ANNEX APN: 021-581-07 INTO CITY OF FERNLEY, CONVERT THE ZONING OF SAID PARCEL FROM RR5 TO GR20, AND PROHIBIT DEVELOPMENT ON THIS PARCEL UNTIL THE NORTH FERNLEY AREA PLAN IS COMPLETE. **Action:** Approved. **Moved by:** Commissioner Humayoon Lodhi, **Seconded by:** Commissioner Cody Wagner. **Vote:** Passed, **Summary:** YES 5. **Yes:** Commissioner Williams, Chairwoman McCullar, Vice-Chair Lewis, Commissioner Wagner, Commissioner Lodhi.

4.3. (For possible action) Discussion and possible action on a Conditional Use Permit application (CUP23006) submitted by City of Fernley in relation to the planned Community Response and Resource Center (known as the CRRC) to allow a building height maximum greater than 30 feet and to permit "Public Event Space" as a conditional use in the Public Facility (PF) zone at approximately 675 and 695 East Main Street (APNs: 021-103-18 and 021-103-57).

Senior Planner Shay League stated that this is associated with the first phase of the CRRRC. The CRRRC itself does not need a conditional use permit; however, the center does need a permit to have a building 40' high (as currently designed). The property also requires a conditional use permit in order for the grounds to be used as a public event space. The impact staff identified regarding building height is the possibility of reduced privacy for the surrounding single-family neighborhood. This item did not need to be conditioned, because TSK Architects directly addressed this issue through their design process. On the eastern and western facades of the building, the windows located on the taller portion of the structure are at the very top of a one-story area. These windows are meant to allow natural light to enter the facility without providing a view that looks out at the neighborhood from above. The staff is satisfied that the windows as designed will not reduce the privacy of the surrounding residential neighbors. To ensure that deviation from the one-story elevation provided does not occur without Planning Commission input and a public hearing, staff conditioned buildings greater than 30 feet tall to be single-story only. Should the City of Fernley decide in the future to build a two-story or three-story building taller than the 30' allowed in this zone, they would need to apply for a conditional use permit amendment. To be clear, only a single story is intended. However, staff included an extra protection because our citizens are often concerned about maintaining privacy when situated next to taller buildings. The primary impact staff identified regarding the requested use of a public event space is noise. To address the noise issue, staff has conditioned this project to cease all noise generating activity (such as use of public address systems) by 10 PM and end all events by 11 PM. Staff also expects neighbors to be concerned regarding parking and traffic. This item has been conditioned to make improvements to Lois Lane. The project design team has also opted to include many more parking spaces than our code requires.

Commissioner Cody Wagner disclosed that he has been involved with this project for the better part of six years, he will be abstaining from the vote but it has his full support.

Public Input:

James W Roberts, Fernley City resident, stated that is a great idea and planned very well.

Motion: I MOVE TO APPROVE THE CONDITIONAL USE PERMIT ASSOCIATED WITH CUP23006, SUBJECT TO CONDITIONS OF APPROVAL 1 THROUGH 21 AS PRESENTED BY STAFF. I FURTHER MOVE TO ADOPT FINDINGS CU1 THROUGH CU6, AND THE FACTS SUPPORTING THESE FINDINGS, AS SET FORTH IN THE STAFF REPORT. **Action:** Approved. **Moved by:** Vice-Chair Angela Lewis, **Seconded by:** Commissioner Barry Williams. Vote: Passed, **Summary:** Yes 4, Abstained 1. **Yes:** Commissioner Williams, Chairwoman McCullar, Vice-Chair Lewis, Commissioner Lodhi, **Abstain:** Commissioner Wagner.

Chairwoman Jenni McCullar called for a break 6:18 pm - 6:23 pm.

4.4. (Possible Action) Consideration and possible action to recommend that the City Council conditionally adopt Bill #338, an Ordinance adopting the Victory Logistics District Planned Development (PD23001), including a Change of Zone from Industrial and General Commercial to Planned Development and 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).

Planning Director Michele Rambo reported that 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 and General Commercial 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. 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 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.

City Engineer Derek Starkey stated that there are many factors. There are a lot of big numbers but there is flexibility because it is a long-term build-out.

Fire Chief Jason Nicholl stated that North Lyon Fire has been working with the developer. The fire district is strained and the new development will require another fire station. The ultimate decision and details of which will either be included in the Development Agreement or in some other document.

Developer MarkIV, reviewed the project location; the existing zoning designations; the request for the approval of a Planned Development Handbook for Victory Logistics, changing the zoning from industrial and general commercial to planned development and a development stands handbook; existing site conditions; data center, manufacturing, transload/switching facilities, and commercial; project rail lead line; proposed land use designations; and project fiscal and economic benefits. He also reviewed the requested changes on the conditions of approval.

Public input:

James Roberts, Fernley resident, railroad poses issues with safety of new development and needs fire department.

Motion: I MOVE TO RECOMMEND THAT THE CITY COUNCIL DENY BILL #338 ON THE FOLLOWING GROUNDS OF PUBLIC SAFETY THAT THERE IS NO FIRE STATION OUT THERE AND WHEN THERE IS AN AGREEMENT ON THAT WE WILL RECONSIDER. **Action:** Approved. **Moved by:** Chairwoman Jenni McCullar, **Seconded by:** Vice-Chair Angela Lewis. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Commissioner Williams, Chairwoman McCullar, Vice-Chair Lewis, Commissioner Lodhi, **No:** Commissioner Wagner.

5. CHAIR AND COMMISSION ITEMS

Chairwoman Jenni McCullar announced that Commissioner Cody Wagner won the Distinguished Service Award. He started the Fernley Community Foundation in 2017 in an effort to improve Fernley and works with Truckee Meadows Boys and Girls club and build a home for their operations.

Commissioner Cody Wagner stated that the transportation plan with NDOT is good to see, they have been pushing for it since Tim Thompson was with the city.

6. PLANNING DIRECTOR ITEMS

Michele Rambo, Planning Director, gave a brief update on the North Area plan and the Southwest Area plan.

7. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

None at this time.

8. PUBLIC FORUM

None at this time.

9. ADJOURNMENT

There being no further business to come before it, the Fernley Planning Commission meeting adjourned at 7:44 pm.

Approved by the Fernley Planning Commission on November 8, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Chairwoman Jenni McCullar

ATTEST:



CITY OF FERNLEY

Planning Commission AGENDA REPORT

Meeting Date: November 8, 2023

REPORT TO: Fernley Planning Commission

REPORT FROM:

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

ACTION REQUESTED:

AGENDA ITEM:

Administer Oath of Office to new Planning Commissioner Jake VanderHeiden

AGENDA ITEM BRIEF:

RECOMMENDED MOTION:

BUSINESS IMPACT (per NRS Chapter 237):

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

None



CITY OF FERNLEY

Planning Commission AGENDA REPORT

Meeting Date: November 8, 2023

REPORT TO: Fernley Planning Commission

REPORT FROM: Lisa Warner

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Consideration and possible action on TSM 2019-001 EOT, an Extension of Time request by Fernley Land Investment, LLC for not more than two years for Fernley Land Investment, LLC to record a final subdivision map for Sunrise Trails, a 202 single-family attached duplex and townhome subdivision generally located on the southern terminus of Chisholm Trail (APNs: 021-272-41, -42, -43, and -44 on a site 13.9-acres in size).

AGENDA ITEM BRIEF:

The applicant is submitting a tentative subdivision map extension of time request to allow for the subdivision of 13.9-acres into a 202 single-family attached duplex and townhome subdivision. The purpose of this extension of time is to allow the developer an additional two years to record their final subdivision map.

RECOMMENDED MOTION:

"I move to approve a two year extension of the Tentative Subdivision Map associated with TSM2019-001. The expiration date will be extended to October 26, 2023."

BUSINESS IMPACT (per NRS Chapter 237):

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Denial

"Based on information received in the written materials and at the Public Hearing on this matter, I move to deny the Tentative Subdivision Map request associated with TSM2019-001. I have determined that the proposed extension is detrimental to the public's health, safety, and general welfare because Finding No. ___ cannot be met for the following reason:_____."

Note: Though further specific language has not been provided, all other motions acceptable under Planning Commission parliamentary procedure are possible.

BACKGROUND:

The project site is under the ownership of Fernley Land Investments, LLC and is currently vacant, with no permanent development or registered personal property. The project site is approximately ±13.9-acres in size and is generally located at the southern terminus of Chisholm Trail (APNs: 021-272-41, -42, -43, and -44). The project area is bordered by undeveloped private parcels to the north, undeveloped land owned by the U. S. Bureau of Reclamation to the east, the Union Pacific Railroad and land owned by the City of Fernley to the south, and the Fernley Estates Assisted Living Center to the west with access via Chisholm Trail from U. S. Highway 95A.

ANALYSIS:

The proposed residential Subdivision consists of 202 single-family attached duplex and townhome units, with each unit mapped on an individual lot, on an undeveloped 13.9-acre parcel on the east side of Fernley at the southern terminus of Chisholm Trail. The property is zoned Multi-Family (MF30) with a land use designation of Mixed Employment (ME). The development is consistent with the City's Master Plan and complies with the City's Municipal Code. The Multi-Family (MF30) zoning district allows a maximum of 30 dwelling units to an acre. The project complies with a density of 14.5 dwelling units to the acre. The units are to be for sale units, affordable by design, targeted for entry-level and workforce buyers.

The Tentative Subdivision Map was approved by City Council on October 16, 2019.

NRS 278.360 1. (a) (1) requires that when the final subdivision shall be presented to City Council within four years after the approval of a tentative subdivision map. This section of NRS also authorizes Planning Commission to grant an extension of time no longer than 2 years. The applicant was unable to finalize preparations for recording the Sunrise Trails map by the October 16, 2023 deadline and is requesting the maximum up to two-year extension of time to do so. If granted the extension of time, the applicant must be ready to record the final subdivision map by October 16, 2025.

FINDINGS OR APPROVAL CRITERIA:

There are no findings or approval criteria required by the applicable regulations, other than the general consideration afforded to conducting the public's business. It should be noted that we are prohibited from adding additional conditions to the original conditions, they are only able to do so if the application expires.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes (NRS) Chapter 278 - Planning and Zoning
Fernley Municipal Code (FMC), Title 32 - Development Code
City of Fernley Comprehensive Master Plan, August 2018 (3rd update)

Specific References:

NRS 278.320 - 278.3295 - Subdivision of Land: General Provisions

NRS 278.330 278.353 - Subdivision of Land: Tentative Maps

NRS 278.3601 -278.460 - Subdivision of Land: Final Maps

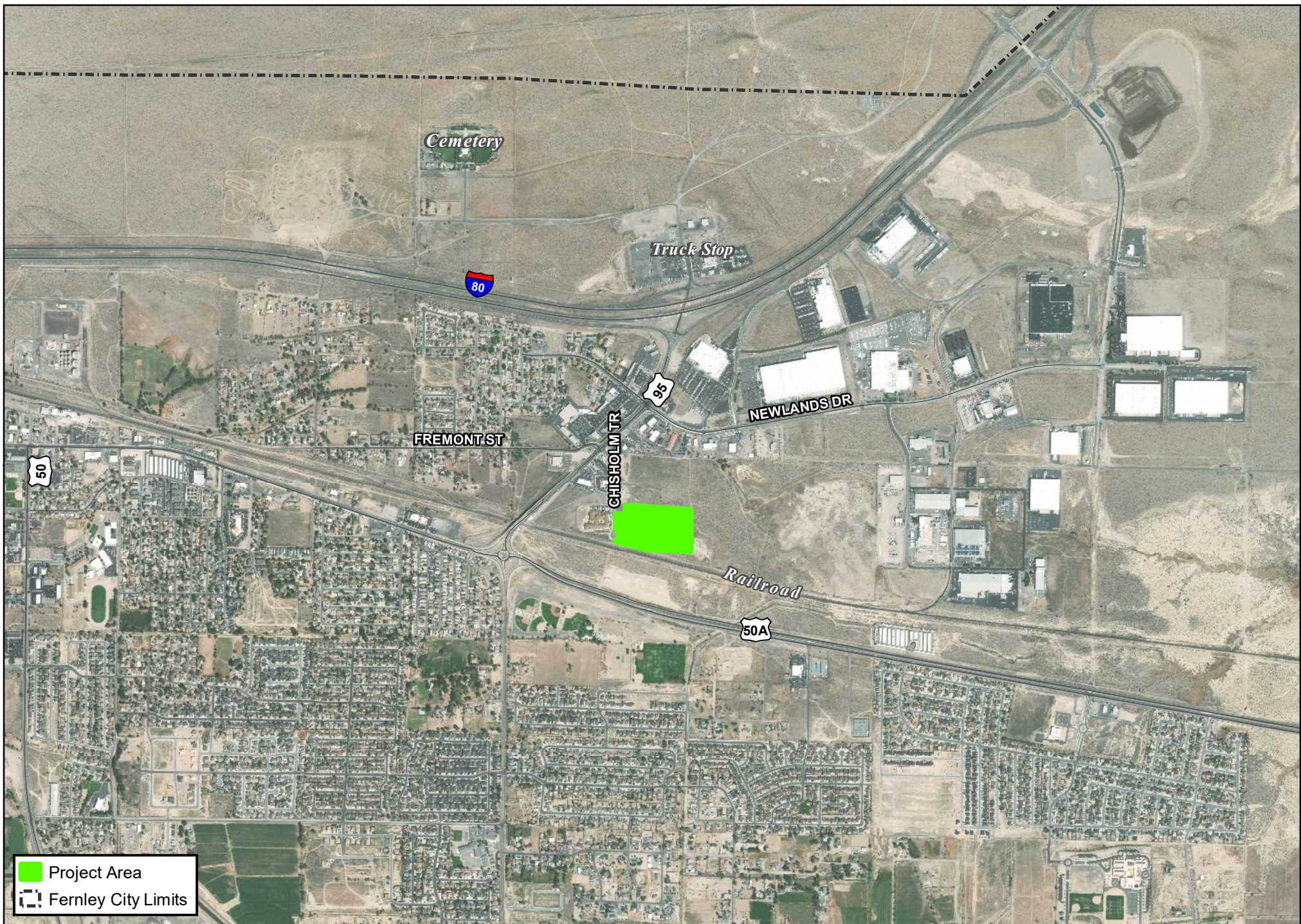
FMC Section 32.03.060(f) - Development Code, Administration, Land division applications, subdivision maps

FINANCIAL IMPLICATIONS:

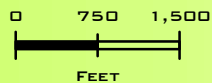
N/A

ATTACHMENTS:

1. 01_Vicinity Map
2. EOT request letter
3. TSM 2019-001 Approval Letter
4. TM_03_CTT_S01-SitePlan_2019.08.27



 Project Area
 Fernley City Limits



Vicinity
Sunrise Trails Tentative Map
July 2019



October 3, 2023

City of Fernley
595 Silver Lace Boulevard
Fernley, Nevada 89408

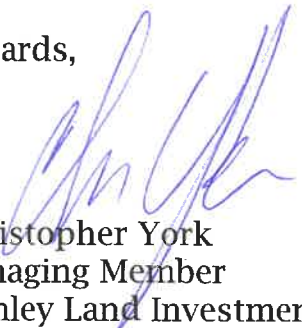
RE: Sunrise Trails Phase 1

To Whom It May Concern,

Fernley Land Investment would like to request a two-year extension for TSM 2019-001 - Tentative Subdivision Map for Sunrise Trails.

Please let us know if you have any questions.

Regards,



Christopher York
Managing Member
Fernley Land Investment LLC



Planning Department

Permits
Planning
Development Review
Sustainability

October 17, 2019

David Pantell
Fernley Land Investment, LLC
5301 Longley Ln., Ste. D155
Reno, NV 89511

RE: TSM 2019-001 – Tentative Subdivision Map Approval Letter – Sunrise Trails

Dear Applicant:

The Tentative Subdivision Map request from Fernley Land Investment, LLC (TSM 2019-001) to allow for a 202 single family attached duplex and townhome development on a site approximately $\pm$ 13.9 acres in size in the NR-2 (Multiple Residence) zoning district, generally located at the southern terminus of Chisholm Trail, Fernley, NV. (APN: 021-272-19) was approved at the October 16, 2019 City Council Meeting subject to the Conditions of Approval 1 through 27 (attached).

The Tentative Subdivision Map shall expire within four (4) years of the date of the City Council approval, unless the final map has been recorded in accordance with Nevada Revised Statutes, NRS 278.360.

Please make changes and submit for final map. A cover letter must be included explaining how each comment has been addressed. If you have any questions concerning this application, please contact Olivia John at (775) 784-9811 or via email at ojohn@cityoffernley.org.

Sincerely,

Olivia John
Assistant Planner

cc: Chris York; chris@ceblc.net
Kim McCreary; mccrearykim777@gmail.com
Derek Kirkland, AICP; dkirkland@woodrogers.com

Enclosures: Conditions of approval for TSM 2019-001

Conditions of Approval for TSM 2019-001

Tentative Subdivision Map

1. APPROVAL:
THE PROJECT IS APPROVED AS SUBMITTED AND CONDITIONED. ANY SUBSTANTIVE CHANGE SHALL REQUIRE REVIEW AND APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL AS AN AMENDMENT TO THIS TENTATIVE SUBDIVISION MAP.
2. PROJECT DESCRIPTION:
THE PROJECT APPROVAL IS LIMITED TO A 202-LOT SINGLE FAMILY ATTACHED DUPLEX AND TOWNHOME SUBDIVISION ON $\pm$ 13.9 ACRES.
3. EXPIRATION DATE:
THE TENTATIVE MAP SHALL EXPIRE WITHIN FOUR (4) YEARS OF THE DATE OF CITY COUNCIL APPROVAL, UNLESS THE FINAL MAP HAS BEEN RECORDED IN ACCORDANCE WITH NEVADA REVISED STATUTES (N.R.S.) 278.360.
4. WATER RIGHTS:
THE DEVELOPER SHALL COMPLY WITH ALL CITY OF FERNLEY MUNICIPAL CODES REGARDING THE DEDICATION OF WATER RIGHTS AND ALL ASSOCIATED FEES FOR THE CONNECTION TO THE CITY'S MUNICIPAL WATER SYSTEM IN THE AMOUNT THAT IS REQUIRED PRIOR TO THE RECORDATION OF A FINAL MAP.
5. SEWER REPORT:
AT THE TIME OF ANY FINAL MAP SUBMITTAL, THE DEVELOPER SHALL SUBMIT A FINAL SEWER REPORT THAT COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 8 OF THE CITY OF FERNLEY'S PUBLIC WORKS DESIGN STANDARDS TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.
6. WATER AND SEWER MODELING:
THE DEVELOPER SHALL PAY ALL FEES AND PROVIDE ALL THE INFORMATION NECESSARY TO COMPLETE WATER AND SEWER MODELING OF THE PROJECT. MODELING WILL BE PERFORMED BY THE CITY OF FERNLEY'S CONSULTANT AND ANY ADDITIONAL INFRASTRUCTURE OR CAPACITY IDENTIFIED BY THE MODELING SHALL BE INCLUDED IN THE IMPROVEMENT PLANS AND CONSTRUCTED BY THE DEVELOPER.
7. SEWER CAPACITY IMPROVEMENTS:
THE DEVELOPER SHALL PROVIDE A PUBLIC SEWER EASEMENT FOR THE PORTION OF THE SOUTH FERNLEY INTERCEPTOR PROJECT, AS IDENTIFIED IN THE CITY OF FERNLEY'S 2009 SEWER MASTER PLAN, THAT WILL BE LOCATED WITHIN THE PROJECT BOUNDARY. THE FINAL LOCATION AND WIDTH OF THE EASEMENT SHALL BE COORDINATED WITH THE CITY OF FERNLEY PRIOR TO RECORDATION OF THE FIRST FINAL MAP.

Conditions of Approval for TSM 2019-001

Tentative Subdivision Map

8. WATER AND SEWER MAINS AND SERVICES:

THE DEVELOPER SHALL COMPLY WITH ALL STANDARDS, CODES, AND REQUIREMENTS REGARDING CONNECTION TO THE CITY'S SANITARY SEWER AND POTABLE WATER SYSTEMS, INCLUDING BUT NOT LIMITED TO, ASSOCIATED FEES, EASEMENTS, DESIGN STANDARDS, SYSTEM LOOPING, DEVELOPMENT CODE REQUIREMENTS, AND STATE REQUIREMENTS. PRIOR TO THE RECORDATION OF A FINAL MAP FOR ANY PHASE OF THE PROJECT, THE DEVELOPER SHALL PROVIDE THE CITY WITH A UTILITY PLAN FOR WATER AND SANITARY SEWER THAT IS IN CONFORMANCE WITH THE CITY OF FERNLEY'S MUNICIPAL CODE AND PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, AND ADMINISTRATOR. EACH PHASE MUST ALSO BE REVIEWED AND APPROVED BY THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION PRIOR TO CONSTRUCTION.

9. UTILITY EASEMENTS:

THE DEVELOPER SHALL PROVIDE EASEMENTS TO THE CITY OF FERNLEY FOR THE MAINTENANCE OF THE WATER MAINS, METER BOXES, AND SEWER MAINS BEING INSTALLED ON PRIVATE PROPERTY. THE EASEMENTS SHALL INCLUDE THE CITY OF FERNLEY'S STANDARD EASEMENT LANGUAGE AND SHALL BE RECORDED ALONG WITH THE FINAL MAP.

10. DESIGN STANDARDS:

THE DEVELOPER SHALL COMPLY WITH THE DESIGN STANDARDS AND REGULATIONS AS SET FORTH IN THE CITY OF FERNLEY'S DEVELOPMENT CODE AND PUBLIC WORKS DESIGN MANUAL UNLESS IN CONFLICT WITH THE LOCAL, STATE, OR FEDERAL REGULATIONS, IN WHICH CASE THE MORE STRINGENT REGULATION WILL TAKE PRECEDENCE.

11. ENGINEERING DIVISION:

THE DEVELOPER SHALL COMPLY WITH ALL ENGINEERING REQUIREMENTS WITHIN THE CITY'S MUNICIPAL CODE TITLE 32, INCLUDING BUT NOT LIMITED TO, COMPLIANCE WITH CHAPTER 40 (SITE DEVELOPMENT STANDARDS), CHAPTER 43 (FLOODPLAIN MANAGEMENT), CHAPTER 44 (ROADWAYS), CHAPTER 46 (UNDERGROUNDING OF UTILITIES), AND CHAPTER 47 (WATER AND WASTEWATER FACILITIES) TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR PRIOR TO THE RECORDATION OF ANY FINAL MAP FOR THE PROJECT.

12. TRAFFIC CAPACITY IMPROVEMENTS:

THE DEVELOPER SHALL PROVIDE A ONE-TIME TRAFFIC MITIGATION FEE OF \$50,500 PAYABLE TO THE CITY OF FERNLEY WITH THE FIRST FINAL MAP. THE TRAFFIC MITIGATION FEE MAY BE USED BY THE CITY OF FERNLEY FOR RESTRIPIING OF THE WEST FREMONT STREET APPROACH TO ADD A FREE RIGHT TURN LANE ON TO US-95A AS IDENTIFIED ON PAGE 15 OF THE TRAFFIC STUDY PREPARED BY SOLAEGUI ENGINEERS FOR THE PROJECT DATED JUNE 2019, OR THE CITY MAY CHOOSE TO UTILIZE THE FEE TOWARDS A LARGER PROJECT IN THE FUTURE SHOULD ADDITIONAL DEVELOPMENT IN THE AREA REQUIRE ADDITIONAL TRAFFIC CAPACITY IMPROVEMENTS.

13. STREETS:

THE DEVELOPER SHALL CONSTRUCT ANY ROADWAY IMPROVEMENTS NECESSARY TO SERVE THE PROJECT TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

Conditions of Approval for TSM 2019-001

Tentative Subdivision Map

14. LIGHTING:

THE DEVELOPER SHALL SUBMIT A LIGHTING AND PHOTOMETRIC PLAN FOR REVIEW AND APPROVAL ALONG WITH THE FIRST PHASE IMPROVEMENT PLANS FOR THE PROJECT. THE DEVELOPER IS REQUIRED TO COMPLY WITH THE LIGHTING STANDARDS AND REQUIREMENTS IN THE CITY OF FERNLEY'S MUNICIPAL CODE. TO REDUCE THE IMPACT OF GLARE AND MINIMIZE THE EFFECT OF FIELD AND PARKING LIGHTING, LIGHTING FIXTURES WITH EXTERNAL "HOODS" AND INTERNAL GLARE REDUCTION LOUVERS SHALL BE USED.

15. COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S):

THE APPLICANT SHALL PROVIDE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) WITH THE FIRST FINAL MAP AND SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE ADMINISTRATOR AND CITY ATTORNEY. CC&R'S SHALL BE RECORDED CONCURRENTLY WITH THE FIRST FINAL SUBDIVISION MAP.

THE APPLICANT SHALL INCLUDE IN THE CC&R'S PROVISIONS OUTLINING MAINTENANCE RESPONSIBILITIES OF COMMON AREAS, FRONT YARD LANDSCAPING, RESTRICTIONS ON GARAGE USAGE, AND STANDARDS FOR OPEN-VIEW FENCING NEAR THE TURF AREA.

16. DRAINAGE AND GRADING:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE CITY'S MUNICIPAL CODE CHAPTER 32.42 (DRAINAGE AND GRADING) AND CHAPTER 10 OF THE CITY OF FERNLEY'S PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR PRIOR TO THE ISSUANCE OF A BUILDING OR GRADING PERMIT FOR THE PROJECT.

THE DEVELOPER SHALL PROVIDE A FINAL DRAINAGE REPORT FOR THE PROJECT IN CONFORMANCE WITH THE CITY'S MUNICIPAL CODE AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO APPROVAL OF A BUILDING PERMIT FOR ANY PORTION OF THE PROJECT. EACH SUCCESSIVE PHASE OF THE PROJECT SHALL SUBMIT AN UPDATED DRAINAGE REPORT FOR REVIEW AND APPROVAL BY THE CITY ENGINEER SHOWING THE CUMULATIVE EFFECT OF THE DEVELOPED PORTION OF THE PROJECT ALONG WITH THE PROPOSED PHASE'S EFFECT ON THE TOTAL DISCHARGE INTO THE DRAINAGE SYSTEM. THE STORM WATER AND DRAINAGE PLANS FOR THE PHASES OF THE DEVELOPMENT SHALL BE REVIEWED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE ISSUANCE OF A GRADING PERMIT FOR THE PHASES OF THE PROJECT.

17. GRADING PERMIT:

THE DEVELOPER SHALL SUBMIT A GRADING PLAN FOR ANY PHASE OF THE PROJECT TO THE APPROVAL OF THE CITY ENGINEER. PRIOR TO THE ISSUANCE OF A GRADING PERMIT FOR THE DEVELOPMENT, THE DEVELOPER SHALL POST A SURETY BOND FOR REGRADING AND RECLAMATION OF THE SITE. DEVELOPER SHALL COMPLY WITH ALL GRADING REQUIREMENTS SET FORTH IN THE CITY OF FERNLEY'S DEVELOPMENT CODE AS WELL AS ALL STATE AND FEDERAL REGULATIONS.

18. GEOTECHNICAL REPORT:

THE DEVELOPER SHALL PROVIDE A FINAL GEOTECHNICAL REPORT FOR THE PROJECT IN CONFORMANCE WITH THE DEVELOPMENT CODE FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO THE RECORDATION OF A FINAL MAP FOR ANY PORTION OF THE PROJECT.

Conditions of Approval for TSM 2019-001

Tentative Subdivision Map

19. RESIDENTIAL CONSTRUCTION TAX:

THE DEVELOPER IS SUBJECT TO THE PROVISIONS OF FERNLEY'S MUNICIPAL CODE CHAPTER 26.02 – RESIDENTIAL CONSTRUCTION TAX. THE RESIDENTIAL CONSTRUCTION TAX FEE SHALL BE PAID PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR EACH SINGLE FAMILY RESIDENCE.

20. FINAL MAP PHASING:

EACH PHASE SUBMITTED MUST BE DESIGNED TO MEET THE PUBLIC FACILITIES AND IMPROVEMENT STANDARDS AND BE ABLE TO OPERATE INDEPENDENTLY AND AS PART OF THE OVERALL DESIGN. CHANGES TO THE PHASING PLAN WILL REQUIRE REVIEW AND APPROVAL BY THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR PRIOR TO BEING IMPLEMENTED.

NO FINAL MAP, PRESENTED FOR RECORDATION, SHALL INCLUDE LESS THAN 30 RESIDENTIAL LOTS.

21. IMPROVEMENT PLANS:

WITH THE SUBMITTAL OF ANY FINAL MAP APPLICATION, THE DEVELOPER SHALL SUBMIT THE ASSOCIATED IMPROVEMENT PLANS FOR REVIEW AND APPROVAL. THE IMPROVEMENT PLANS SHALL BE APPROVED PRIOR TO THE RECORDATION OF THE FINAL MAP. THE UTILITIES AND INFRASTRUCTURE FOR EACH PHASE MUST OPERATE INDEPENDENTLY OF FUTURE PHASES YET TO BE CONSTRUCTED.

THE DEVELOPER SHALL CONSTRUCT ALL REQUIRED PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, PUBLIC UTILITY AND ROADWAY INFRASTRUCTURE ASSOCIATED WITH THE PROJECT OR PROVIDE A SURETY BOND IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN TITLE 32, CHAPTER 48 (IMPROVEMENTS AND AGREEMENTS) OF THE CITY'S MUNICIPAL CODE.

22. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

THE DEVELOPER SHALL COMPLY WITH THE REQUIREMENTS OF THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT TO THE APPROVAL OF THE ADMINISTRATOR AND THE FIRE CHIEF PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

PRIOR TO APPROVAL OF ANY FINAL MAP INCLUDING OR BEYOND THE 31ST UNIT, THE APPLICANT SHALL PROVIDE A SECONDARY ACCESS ROAD OR ALL UNITS BEYOND THE 30TH UNIT SHALL BE SPRINKLERED. PRIOR TO APPROVAL OF ANY FINAL MAP INCLUDING OR BEYOND THE 31ST UNIT, PLANS TO ACCOMMODATE A SECOND, SEPARATE, AND APPROVED FIRE APPARATUS ACCESS ROAD SHALL BE SUBMITTED CONCURRENTLY WITH THE FINAL IMPROVEMENT PLANS FOR THE PROJECT TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, PUBLIC WORKS DIRECTOR, AND THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT.

Conditions of Approval for TSM 2019-001

Tentative Subdivision Map

23. RIGHT TO FARM:

THE DEVELOPER SHALL PLACE A NOTE ON THE FINAL MAP PROVIDING NOTICE TO ANY AND ALL SUBSEQUENT PURCHASERS OF "THE RIGHT TO FARM" PROVISIONS INCLUDED IN NEVADA REVISED STATUTES 40.140 AND THE DEVELOPMENT CODE.

24. FENCING:

AT THE TIME OF FINAL MAP SUBMITTAL, THE DEVELOPER SHALL SUBMIT A FENCING PLAN IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE MUNICIPAL CODE TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

25. UNITED STATES POSTAL SERVICE:

THE DEVELOPER SHALL PROVIDE AN EASEMENT FOR ANY NEW CLUSTER MAILBOX LOCATION TO THE APPROVAL OF THE ADMINISTRATOR AND LOCAL POSTAL INSPECTOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

26. WASTE MANAGEMENT SERVICE:

THE DEVELOPER SHALL PROVIDE A WILL SERVE FROM WASTE MANAGEMENT TO THE APPROVAL OF THE ADMINISTRATOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

27. TRUCKEE CARSON IRRIGATION DISTRICT (TCID)/BUREAU OF RECLAMATION:

THE DEVELOPER SHALL COMPLY WITH THE REQUIREMENTS OF THE TRUCKEE CARSON IRRIGATION DISTRICT AND/OR THE BUREAU OF RECLAMATION RELATED TO ANY FACILITY OR EASEMENT WITHIN THE PROJECT BOUNDARY TO THE APPROVAL OF THE ADMINISTRATOR PRIOR TO THE APPROVAL AND RECORDATION OF A FINAL MAP.

SUNRISE TRAILS
TENTATIVE MAP
PRELIMINARY SITE PLAN

APN 021-272-29
PARCEL 4, R.O.S. 442741
JOHNNEW, LLC

APN 021-272-35
JOHNNEW, LLC

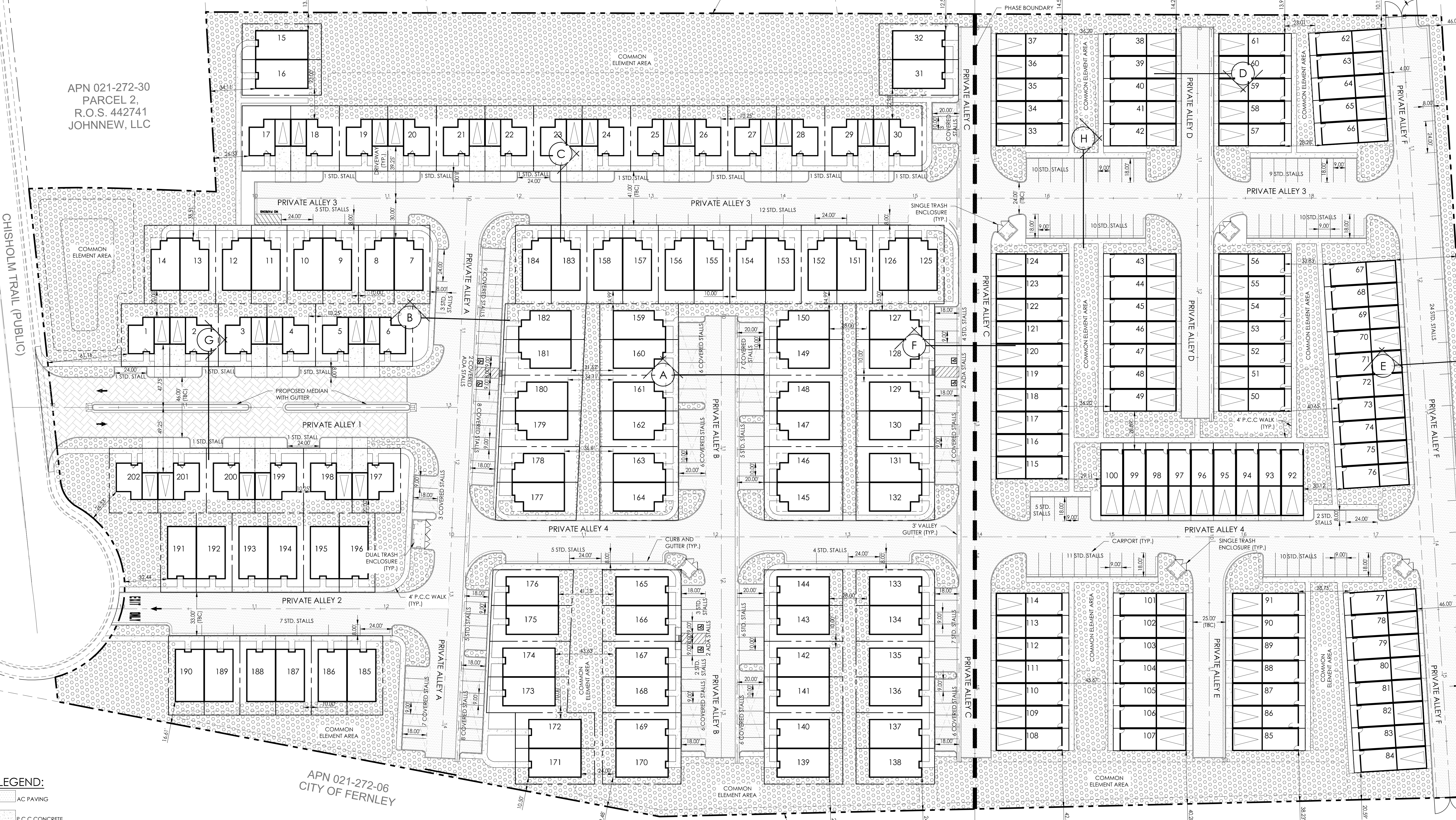
APN 021-272-04
JOHNNEW, LLC

APN 021-272-30
PARCEL 2,
R.O.S. 442741
JOHNNEW, LLC

U.S. BUREAU OF RECLAMATION
APN 021-201-17

APN 021-272-34
PARCEL D, P.M. 495350
BALBIR GOSAL

CHISHOLM TRAIL (PUBLIC)



- LEGEND:
- AC PAVING
 - P.C.C CONCRETE
 - COMMON ELEMENT AREA
 - P.C.C. PAVERS

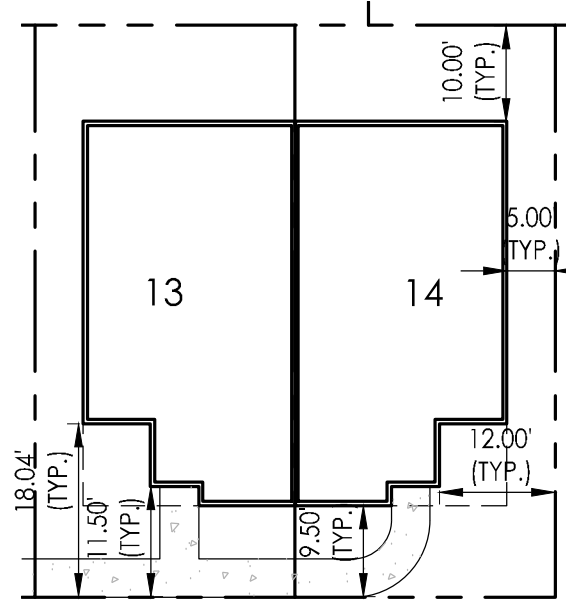
- NOTES:
- PARKING SHOWN IS FOR REFERENCE ONLY AND MAY VARY DURING FINAL MAP.
 - REFER TO SHEET D-1 FOR TYPICAL SECTIONS A-H.
 - REFER TO U-1 FOR EASEMENT NOTES.

SUNRISE TRAILS PARKING:

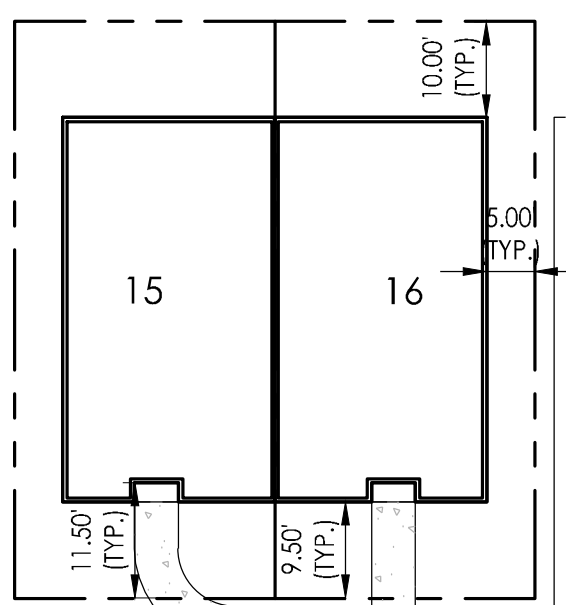
PARKING REQUIRED
TOTAL: 392 SPACES

PARKING PROVIDED
GARAGE: 116 SPACES
DRIVEWAY: 26 SPACES
SURFACE: 175 SPACES
CARPORT: 64 SPACES
TOTAL: 403 SPACES

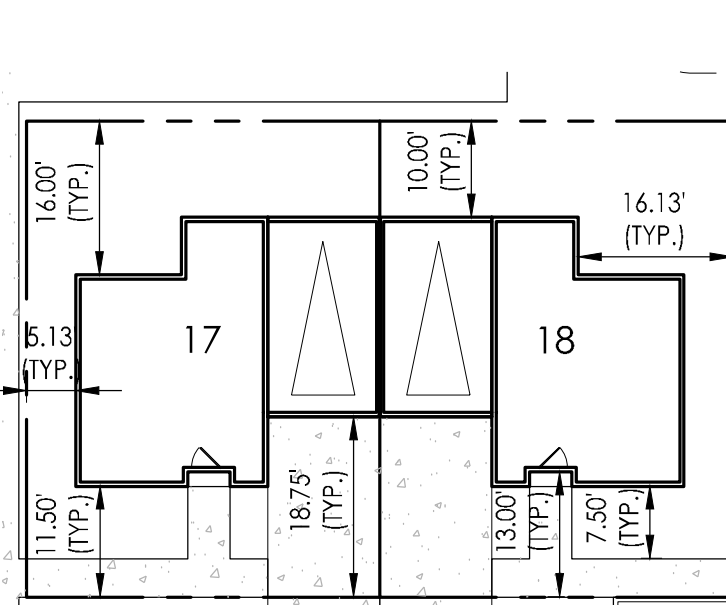
PLAN A:
SCALE: 1"=20'



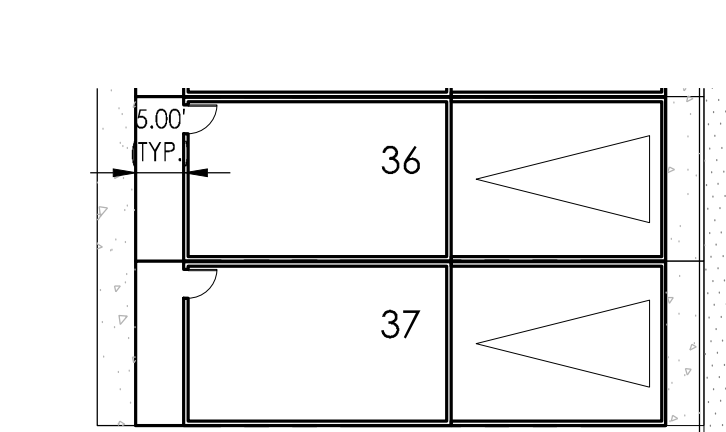
PLAN B:
SCALE: 1"=20'



PLAN C:
SCALE: 1"=20'



TOWNHOUSE PLAN:
SCALE: 1"=20'

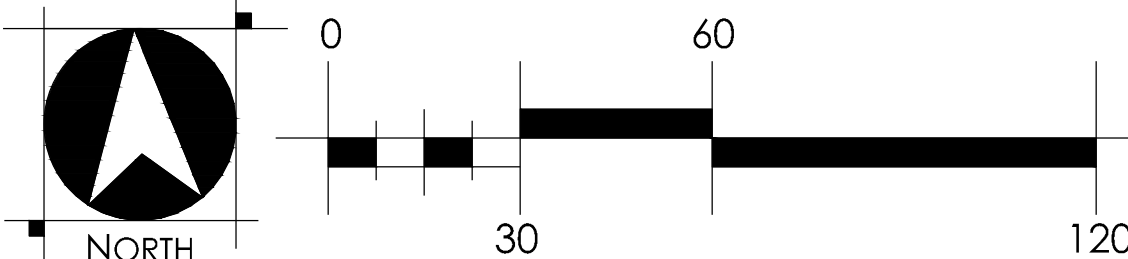


SUNRISE TRAILS
PRELIMINARY SITE PLAN



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

3707.002
AUGUST 2019
SHEET S-1 OF 8





CITY OF FERNLEY

Planning Commission AGENDA REPORT

Meeting Date: November 8, 2023

REPORT TO: Fernley Planning Commission

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Consideration and possible action on Bill # 340—regarding a planned development application (PD22001)—and a tentative subdivision map application (TSM23002), submitted by Phelps Engineering on behalf of Creekwood Group, to rezone a ±42.87-acre parcel generally located south of Farm District Road between Linley and Barker Lanes (APN: 021-303-20) from Single-Family Residential, 20,000 square-foot minimum lot size (SF20) to Planned Development (PD). The Creekwood planned development proposes 77 single-family homes and 132 townhomes with some design standard deviations from Fernley Municipal Code.

AGENDA ITEM BRIEF:

The Planning Commission must hold a public hearing on this item because staff gave public notice that a hearing on this item will occur at this meeting. Staff has prepared a brief presentation to give context to the public hearing, but asks that the item be continued to the December 8, 2023 meeting for the Commission's discussion, a detailed staff presentation, feedback from the applicant, and a follow-up public hearing. The applicant and staff are still working together to bring forward conditions of approval and agree that a continuation of the item is appropriate.

RECOMMENDED MOTION:

"I move to continue this item to the December 8, 2023 Planning Commission meeting."

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:

Note

Though no further language has been provided, all motions made in accordance with City of Fernley Planning Commission parliamentary procedure are appropriate.

BACKGROUND:

This item contains both a request to rezone this parcel to planned development—in accordance with the attached handbook—and a request to approve the tentative subdivision map. The tentative subdivision map may not be approved without approval of the planned development because the tentative subdivision map does not comply with all design criteria in City of Fernley Development Code. The planned development requests approval of deviations from those design criteria the tentative subdivision map does not comply with.

CONSIDERATIONS OF APPROVAL:

The Planning Commission should be able to make positive findings of fact regarding the following criteria:

Planned Development

PD1. Consistency of the plan with the statement of objectives of a planned development.

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.

PD3. The ratio of residential to nonresidential use in the planned development.

PD4. The purpose/location/amount of common open space in the planned development, the reliability of the proposals for maintenance/conservation of common open space, and the adequacy or inadequacy of the amount/purpose of common open space as related to the proposed density and type of residential development.

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.

PD6. The relationship, beneficial or adverse, of the proposed planned development to the neighborhood in which it is proposed to be established.

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 development, and the sufficiency of the integrity of the plan.

Tentative Subdivision Map

TSM1. Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, and community or public sewage disposal.

TSM2. Availability of water that meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision.

TSM3. Availability and accessibility of utilities.

TSM4. Availability and accessibility of public services such as schools, police and fire protection, transportation, recreation facilities, and parks.

TSM5. Consistency with the zoning district regulations.

TSM6. Conformity with the master streets and highways plan.

TSM7. Effect of the proposed subdivision on existing public streets and the need for new streets or highways to serve the subdivision.

TSM8. Physical land characteristics, such as floodplain, slope, soil, and elevation differentials with abutting properties.

- TSM9. Recommendations and comments of review bodies.
TSM10. Conformity to the master sewer and water utility plan.
TSM11. Compliance with Fernley Municipal Code and all other applicable regulations.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

[Nevada Revised Statutes \(NRS\), Chapter 278 - Planning and Zoning](#)
[City of Fernley Comprehensive Plan \(Comp Plan\), August 2018](#)
[Fernley Municipal Code \(FMC\), Title 32 - Development Code](#)

Specific

[NRS 278.260](#) - Determination, establishment, enforcement and amendment of zoning regulations
[NRS 278.330 - 278.353](#) - Subdivision of Land: Tentative Maps
[Comp Plan](#), PDF page 76 - Residential Land Uses - Single Family Residential (SFR)
[FMC Section 32.03.040](#) (f) - Planned developments (rezoning to PD)
[FMC Section 32.03.060](#) (f)(1) - Tentative subdivision maps
[FMC Section 32.06.070](#) - Zoning Districts - Residential, Single-family (SF20, SF12, SF9, SF6)
[FMC Section 32.06.140](#) - Zoning Districts - Planned development
[FMC Chapter 32.09](#) - Development standards

Note: References to laws, statutes, and regulations are provided for quick reference; this list is not all-inclusive. City of Fernley Planning Department will monitor the links in this section for accuracy and applicability until the November 8, 2023 Planning Commission meeting, but does not guarantee accuracy or relevancy after that date.

FINANCIAL IMPLICATIONS:

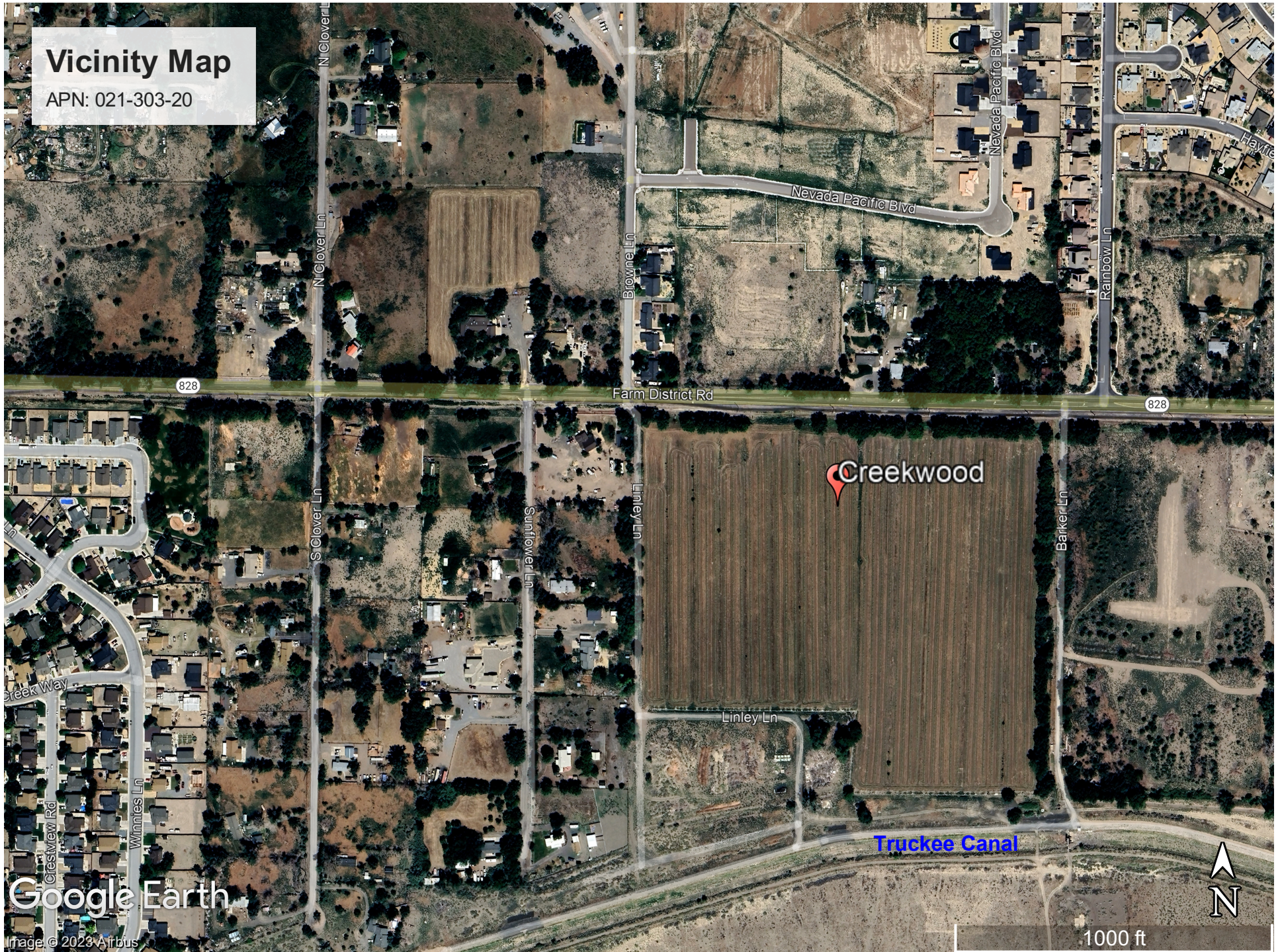
N/A

ATTACHMENTS:

1. Vicinity Map
2. Planned Development Handbook
3. Tentative Subdivision Map
4. Traffic Study

Vicinity Map

APN: 021-303-20





CREEKWOOD COMMONS

DEVELOPMENT HANDBOOK

Fernley, Nevada

July 14, 2023

PHELPS ENGINEERING

10651 Professional Circle

Reno, NV 89521





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Chapter 1 Introduction

1.1 Purpose

The Creekwood Commons Plan Development Handbook has been designed with the intent to set forth prerequisites and design benchmarks that will ensure the creation of a top-tier mixed-use development project. It is also constructed to allow adaptability to effectively respond to shifting market needs. The City of Fernley will utilize this Development Handbook as a roadmap when assessing all new development ventures within Creekwood Commons.

The projected development of Creekwood Commons is planned to progress in stages, with the standards and guidelines detailed in this handbook forming a universal framework to steer the diverse projects. The property's development is overseen and regulated by both the stipulations and guidelines specified in this handbook and all relevant governmental codes and regulations. The City of Fernley has the responsibility to enforce all the provisions and standards, including the graphic and textual components of this development handbook. The handbook is not conceived to restrict innovation or discourage necessary variation to accommodate unique site circumstances. Instead, its purpose is to foster uniformity and high-quality development across Creekwood Commons.

This document will first introduce the site and its existing conditions throughout section 1.3 Site Analysis. Section 1.4 will introduce the proposed development, the goals behind its design, and how it conforms to the City of Fernley's Development Code. The specificities of the development and design standards are in Section 2 Community Development Standards, followed by a discussion on infrastructure and public services in Section 3.

1.2 Owner/Applicant

- Owner: Creekwood Group LLC
- Applicant: Phelps Engineering Services

1.3 Site Analysis

A comprehensive site analysis has been conducted for the Creekwood site to determine areas most suitable for development based on location, prominent natural features, easements, and other opportunities and constraints. The following section elaborates on this analysis.

1.3.1 Project Location

Creekwood is in the City of Fernley, in Lyon County Nevada within a portion of the East ½ of SW ¼ of Section 20, Township 20 North, Range 25 East. Creekwood consists of 42.87 acres and is located on the south side of Farm District Road (NV 828), between Browne Lane and Rainbow Lane, see Figure 1 Vicinity Map. The Truckee Carson Irrigation District canal (Truckee Canal) forms the southern boundary of the property. The western boundary borders two-acre large lot residential homes while the eastern boundary borders undeveloped city property. Farm District Road is a major corridor that will see increased residential development in the coming years.

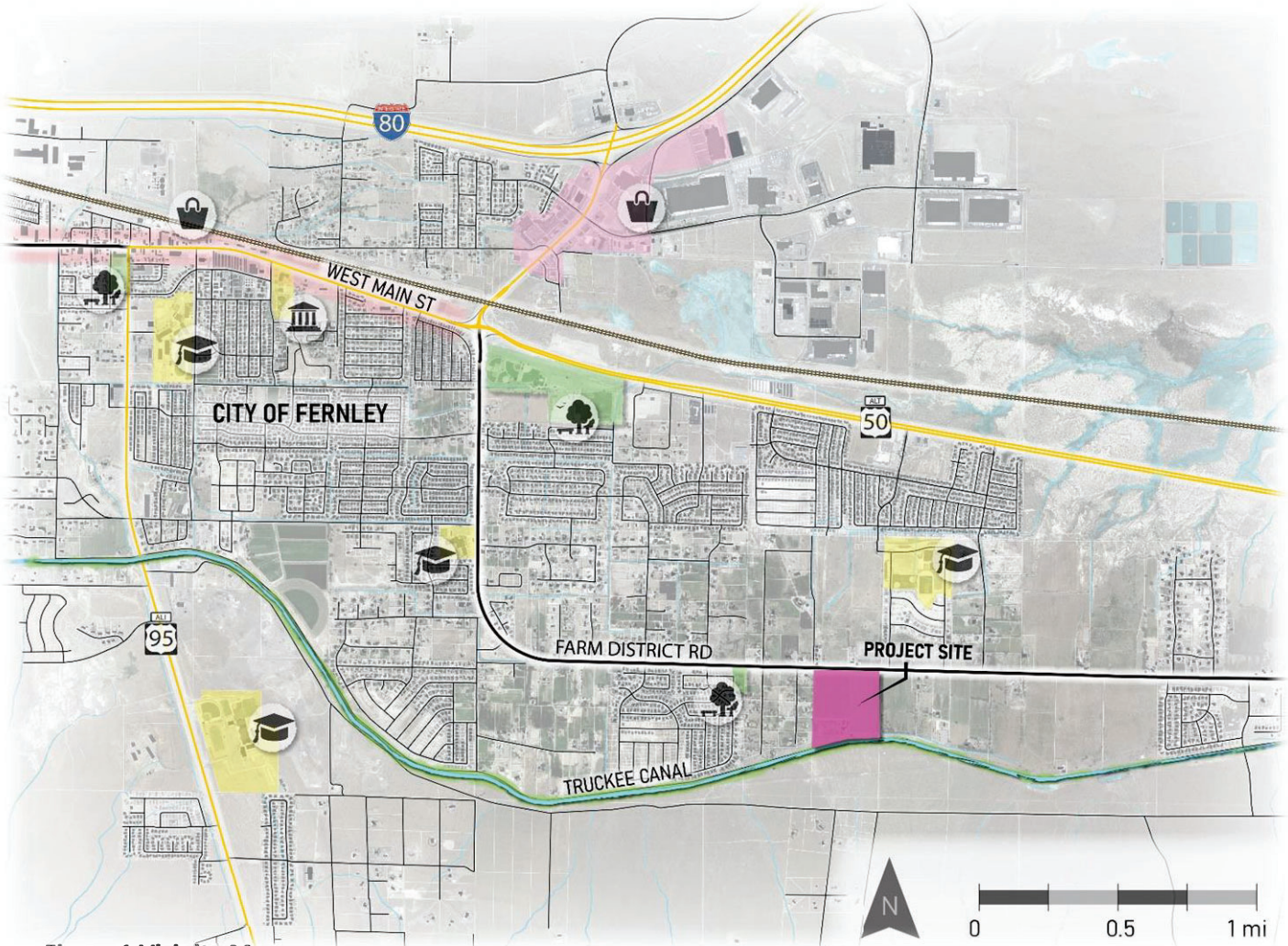


Figure 1 Vicinity Map

1.3.2 Project Summary

Creekwood Commons is a proposed residential development spanning 42.87 acres. This development is comprised of 77 single-family homes and 132 townhomes, yielding an overall density of 4.88 units per acre. Furthermore, the community respects the need for private space, with each single-family home being built on a minimum lot size of 6,000 square feet, ensuring plenty of room for individual comfort and privacy. Creekwood Commons is designed with 39% of the total site is allocated to common area.

1.3.2 Surrounding Land Uses

SURROUNDING LAND USE AND ZONING		
LOCATON	Existing land Use and Zoning	Roadway
Site	Single-Family Residential and Single-Family - SF20	
North	Single-Family Residential and Single-Family - SF20	Farm District Road
South	Truckee Canal and Rural Residential - RR1	None
West	Single-Family Residential and Rural Residential - RR5	Linley Lane (private)
East	Open Space and Single-Family - SF20	Barker Lane (private)

Table 1 The Creekwood Commons surrounding land use and zoning.

The Creekwood parcel is designated as Single Family Residential and allows for Planned Development. The Creekwood development adheres to the *Characteristics and Location* described in the Single-Family Residential Land Use Category, as shown in Table 2 from the City of Fernley's Comprehensive Master Plan (page 63).

RESIDENTIAL LAND USES			
Land Use Category	Uses and Density	Characteristics and Location	Equivalent Zoning Category
SINGLE FAMILY RESIDENTIAL (SFR)	Primary Uses: Single family detached residences Other Uses: Parks and open space, religious institutions. Density: 2-7 du/acre	Primary single family detached homes with varied lot sizes Residences should be sited as to provide privacy to the occupants while providing connectivity to adjoining commercial or other uses New Development should provide buffering, lot matching, or transition of density when adjacent to existing residential Residences shall be sufficiently buffered from adjacent roadways Municipal services are required	SF6 SF9 SF12 SF20 PD

Table 2 City of Fernley Comprehensive Master Plan

1.3.3 Zoning

Figure 3 shows the current zoning as SF 20 (Single-Family Residential, 20,000 square foot minimum), which would allow for 2.2 dwelling units per acre. To the north and across Farm District Road, there are a series of lots that are zoned as SF6, which allows for a density of 2-7 dwelling units per acre. Creekwood Commons will be 4.88 du/acre.

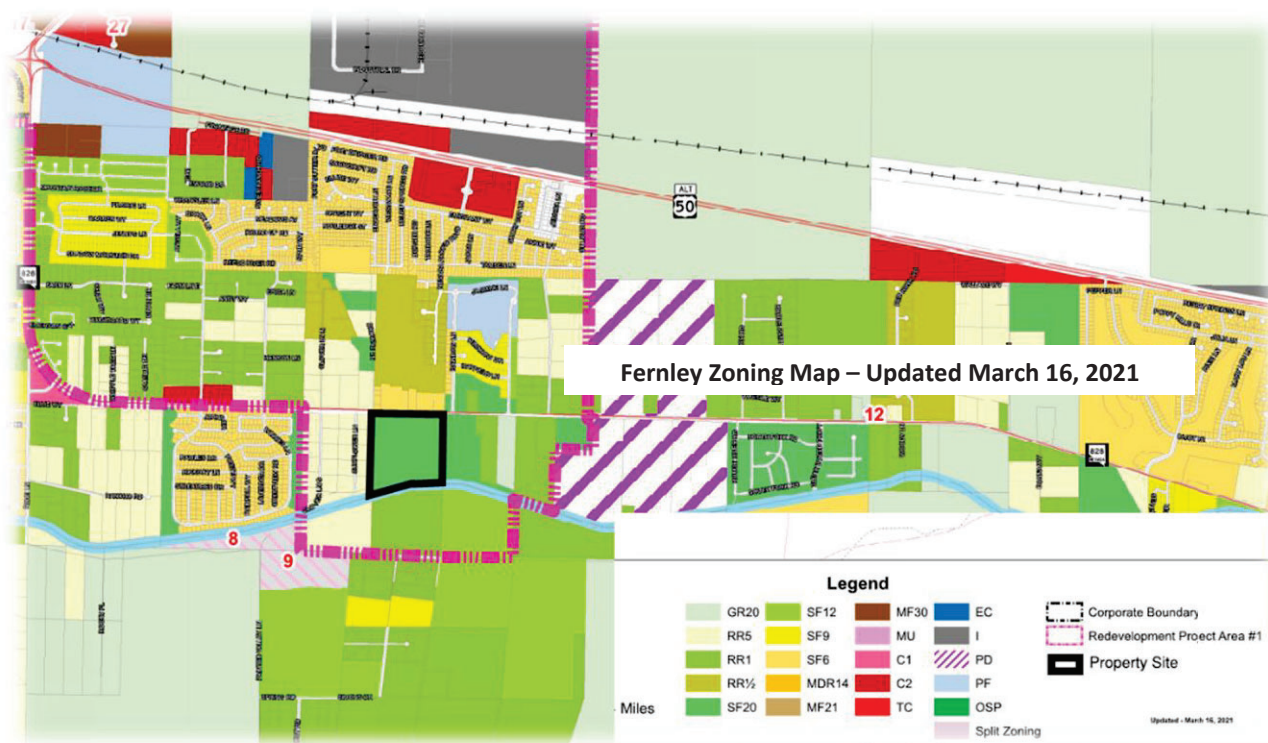


Figure 2 Current Zoning

1.3.4 Site Description

The property was historically a small farm with a house and outbuildings, which have since been demolished. The topography slopes gently from south to north with the southern portion of the site sitting approximately 27 feet above the northern portion of the site with an average slope of roughly 2 percent. Mature poplar and cottonwood trees line the banks of smaller irrigation canals along Farm District Road as well as the eastern boundary. Views are pastoral and rural residential with desert mountains in the distance. The Truckee Canal lies along the southern boundary and serves as a vital pedestrian and bicycle corridor.

According to the FEMA Flood map 32019C0105E, effective on 01/16/2009, this site lies outside the 100- and 500-year flood plains. The disturbed portion of the site does not fall within any hazardous area with no earthquake faults on-site and no potential for liquefaction.

A TCID canal exists on the property. The property over this canal will be dedicated to the City of Fernley in perpetuity.

1.3.5 Existing Conditions

Three irrigation laterals exist, which will remain with the development of Creekwood Commons as follows: 1) TC6 Lateral - 30-foot wide on the north boundary, 2) KC Lateral – 30-foot wide on the east boundary, 3) 100-foot Truckee Canal at the south boundary. A fourth internal private irrigation canal

and a 60-foot irrigation easement (K1C Lateral) will be abandoned for the development of The Creekwood Commons. The easement abandonment will occur by a separate document being recorded in the Lyon County Records office prior to recordation of the final map.

1.4 Project Concept/Description

To achieve the objectives of the Creekwood development, a land plan was prepared that illustrates the site's opportunities and constraints, current market dynamics, and progressive land planning principles. The result was a moderately dense residential community that includes elements of the traditional gridded street system, the conventional cul-de-sac subdivision, and alley lot arrangement. Single-family townhome lots center around a large open space while larger lots of single-family dwellings are located around the perimeter. There are buffers around the entire perimeter (see later section on Buffering/Fencing). The combination of local streets and alleys serve to create a functional circulation network that reduces the presence of garage frontages and automobiles, while also creating a streetscape that is more walkable and attractive.

Single Family

There are 77 single-family detached lots with a 6000 square foot minimum located around the perimeter of the site. Accessed by a front driveway, these dwellings will be one or two stories and between 2000 and 3000 square feet. The lots are arranged so that almost all rear property lines abut open space, which allows for greater privacy, viewsheds, and access to active and passive recreation opportunities. Single-family detached lots make up approximately 11 acres of the 43-acre site.

Townhome

There are 132 townhome units located around the central open space of the development. The specifications of the townhomes and their lots will be discussed throughout this Handbook. In general, townhome buildings will consist of two story fourplexes with 2000 and 3000 square foot townhomes. All townhomes will have rear attached garages and be accessed from an alley. Through minimizing the presence of automobiles and driveways along the street, a more pedestrian-oriented environment will be created. While this configuration limits backyard yard spaces, each townhome will have a landscaped front yard with private space and almost half of the townhomes will have their frontage along open space, creating a very desirable and spacious environment. By incorporating townhomes into this development, which is a lower-density form of multi-family development, more space is devoted to parks and open space. Overall, townhome lots will cover approximately 5 acres of the 43-acre site.

Open Space

The Creekwood Commons feature an interconnected open space and trail network that serves as the project's centerpiece. While 20 percent open space is the minimum requirement of open space for a PD, this project goes above and beyond by preserving almost 40 percent of open space, which is about 17 acres. The open space is evenly distributed throughout with access points that ensure every resident will be a short walk away from these nature corridors, park spaces, and multi-purpose drainage areas. The centrally located open space shall be more formally programmed with amenities. Other scattered out-lots are dispersed throughout the site. A vast majority of the lots share at least one border with open space, which incorporates more of a rural aesthetic and prevents the lack of privacy that can be associated with more conventional subdivisions.

Refer to The Creekwood Commons Concept Plan, and Tentative Map Overall Site Plan for graphical descriptions, Proposed Land Uses Figures 3, 4 and 5 respectively.



Figure 3 Conceptual Plan





Figure 5 Proposed Land Uses

CREEKWOOD COMMONS LAND USES		
Use	Acres	Percentage of Total
Residential Single Family	7.15	16.7%
Residential Townhomes	17.05	39.8%
Outlots (Common Areas)	0.84	2.0%
Right of Way	4.96	11.6%
Alleys	11.25	26.2%
Parking Lots	1.65	3.8%

Site Total 42.87 100%

Table 3 Creekwood Commons Land Use Summary

1.4.1 Project Goals

The principal goal of The Creekwood Commons is of fostering a sense of community. Creekwood is a unique development that promotes outdoor recreation for its residents and blends well with its natural environment. The following are fundamental goals that support the principal goal and drove the design of the site and this Development Handbook:

Create a pedestrian-oriented and walkable community

- multiple interconnected pedestrian corridors
- vast network of open space distributed throughout encourages a walking and a healthy lifestyle
- enhanced streetscapes with diversity of housing types and arrangements that provide visual interest

Preserve and maintain connection to natural Environment and character of site

- preservation of significant trees and a large percentage of the site will be enhanced open space
- promoting the clustering of residential units around integrated, purposeful open spaces
- improved landscaped buffer zones around the edges of site

Promote a cohesive and diverse environment

- differing lots sizes and housing types
- providing building standards that allow for design flexibility and building arrangements
- the use of consistent design elements to unify the overall feel of the development

1.4.2 NRS 278A.20 Consistency

The development plan is consistent with State goals provided in NRS 278A.020, which have the objective of furthering the public health, safety, morals and general welfare by providing:

- housing of all types and design.* The Creekwood development promotes a cohesive and diverse environment in the following ways:
 - differing lots sizes and housing types (single family vs. townhome)
 - providing building standards that allow for design flexibility and building arrangements

- the use of consistent design elements to unify the overall feel of the development
- arrangement of lots to form distinct neighborhoods

b. necessary commercial and industrial facilities conveniently located to that housing. Larger employment providers in Fernley include Amazon, Nevada Cement, Trex, with other new industrial parks arriving in the immediate area. Although the entire northwestern region of Nevada is booming, the City of Fernley is uniquely positioned for significant growth due to its proximity to exponential job creation from TRIC. TRIC is located 15 miles west of Fernley on I-80. It is the largest industrial park in the United States, comprised of approximately 107,000 acres of land and is currently home to over 140 companies occupying more than 15 million square feet of industrial space. Creekwood Commons is located approximately 3.1 miles from the I-80 on ramp.

As mentioned above under Zoning, Creekwood is located within the East Development portion of the Fernley Redevelopment Project Area #1. Creekwood is located approximately 2.8 miles from a major shopping district, and 3.6 miles from the Fernley town center.

- c. the more efficient use of land and public or private services.* The Creekwood Commons preserves and maintains connection to natural environment and character of site in the following ways:
- preservation of significant trees and a large percentage of site will be enhanced open space
 - promoting the clustering of residential units around integrated, purposeful open spaces
 - improved landscaped buffer zones around the edges of site
 - Creekwood is adjacent to municipal water and sewer, and electricity facilities
- d. changes in technology of land development so that resulting economies may be made available to those who need homes.* The Creekwood Commons provides a more balanced and diverse housing product, which is responsive to first-time homebuyer's needs. Increases in regional population growth will demand a corresponding increase in the region's housing stock, and diversity of product types.
- e. flexibility of substantive regulations over land development so that proposals for land development are disposed of without delay.* The Creekwood Commons is located on Farm District Road, a major corridor through town, in an area that has close connections to critical infrastructure such as water, sewer, gas, and electricity, and public services such as schools and public safety. The on-site construction will involve improvements that expand this infrastructure. All of these services and facilities are able to be provided efficiently. More on this can be read in the *Infrastructure and Public Services* section.

1.5 Architectural Theme

The architectural theme for The Creekwood Commons, while not completely predetermined, is generally intended to be contemporary craftsman, farmhouse, or ranch styles with a mixture of traditional and modern elements. The architecture should be quality without being too excessive, as most of the homes should be attainable for first-time home buyers. The styles should have a general

cohesion to create a unified sense of place while still providing diversity. Through variation in façades, materials, setbacks, and building types, the architecture will deviate away from the homogenous development that can be characteristic of many subdivisions throughout the United States. The architecture of dwellings shall be encouraged to complement a pedestrian oriented environment.

1.6 Project Phasing

One of the purposes of a Development Handbook is to ensure a degree of certainty for the duration of build out.

The first phase of development will generally involve master grading, development of common open space and trails, utilities, and construction of the entrance parkways and arterial roadways or other backbone infrastructure. The vertical construction will be the responsibility of the developers or their choice of regional home builder. The development and build out of Creekwood will ultimately be dependent on market conditions. It is estimated that the buildout will occur over a ten-year period. It is anticipated that the development will occur in two Phases, as depicted in Figure 6 below.

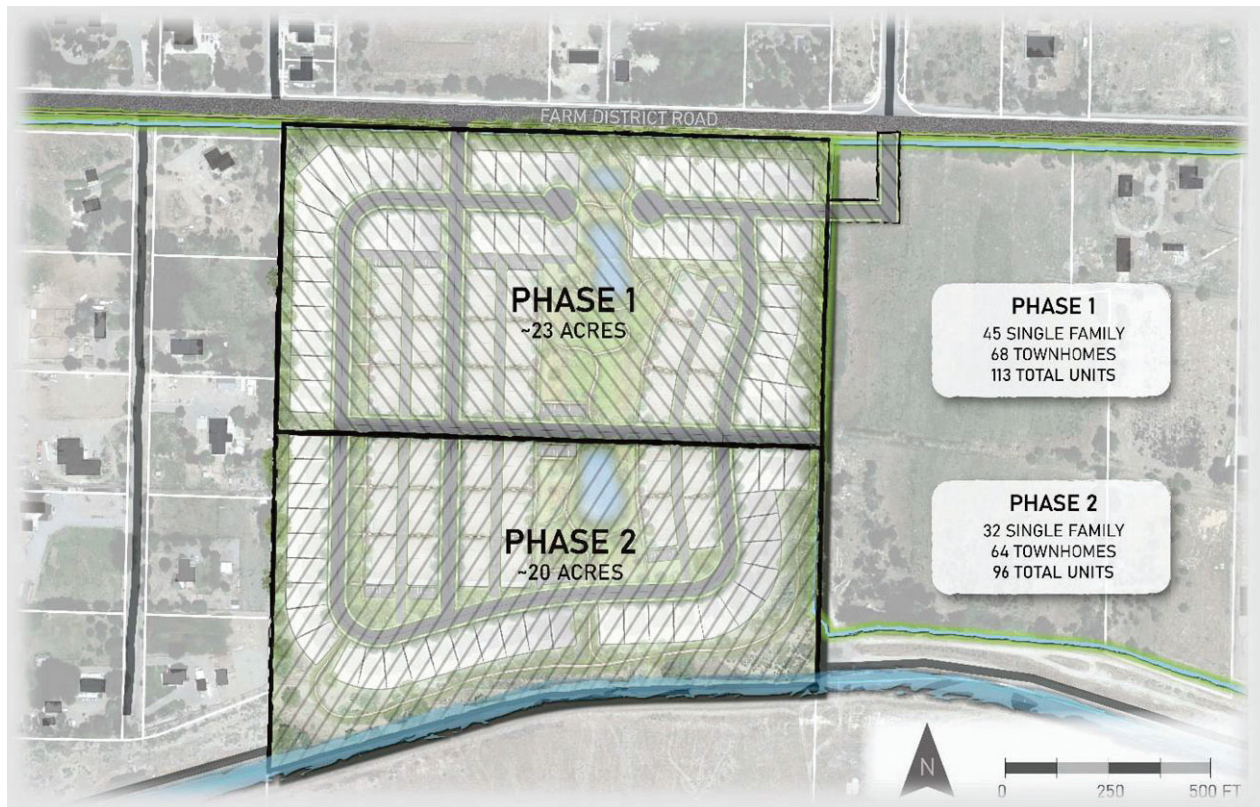


Figure 6 Proposed Phasing

1.7 Administration

Creekwood shall be approved and adopted by the City of Fernley as a Planned Development project. The Administrator shall have the authority to interpret and apply this Development Handbook. The adopted standards form the framework for development. It is understood that some of the details of this implementation section may be modified by subsequently approved development agreements or amendments. Such development agreements may not increase the density or use as specified in this

Handbook. The Development Handbook will specifically regulate allowed uses, site design, parking, landscaping and common areas and maintenance.

The Administrator shall have the authority at his or her discretion to administratively approve minor deviations in the plans and standards as requested by the developer prior to the submission of a final development plan. Minor deviations include but are not limited to such items as parcel configurations, and setbacks up to 10 percent of standard. Any deviation or modification that exceeds 10 percent will require an amendment of the final PD. When a specific standard is not addressed by the PD, then the applicable section of the Fernley Development Code, State, or Federal regulations shall apply.

Entitlements will be valid and enforceable over a 20-year timeframe. The 20-year time frame will start at the time of final approval of this PD (the recording date of the certified Handbook). If the project is not completed at the end of 20 years, then the PD will require an application to the Fernley City Council to determine an appropriate development schedule prior to further development. Completion is defined as the recordation of all final maps for all planning areas. The time frame shall not apply to the construction of individual homes on recorded lots of approved final maps or for construction of permitted non-residential uses, as described in the Development Handbook.

1.8 Entitlement and Review Process

The general process of entitlement and review is laid out by the City of Fernley:

1. Pre-application meeting conference.
2. After the pre-application meeting conference, the applicant shall prepare and submit a map submittal, containing at a minimum the items prescribed in the Fernley Code Section 32.03.060 and Appendix A-4 – Application Checklists, and the Fernley Tentative Subdivision Map Application Checklist.
 - a. The map and related materials shall only be delivered to the City for review on the same dates as the City of Fernley Planning Department development application deadline dates.
3. A Development Review meeting with the applicant, city staff and other pertinent reviewing local and state agencies shall convene at a prescribed time to review the project to determine if the application is in conformance with the approved standards and City Development Code.
4. If at the Development Review meeting the proposed map submittal is determined to be in compliance with The Creekwood Commons Development Handbook, then the map and submittal shall be approved following the standards as stated in NRS 278.360 in regard to presentation of a final map or series of final maps, extensions of time and termination of the map approval. The Administrator shall issue a letter to the applicant stating the approval and conditions of approval.
5. If at the Development Review meeting the proposed map submittal is determined to not be in compliance with The Creekwood Commons Development Handbook, then the Administrator shall notify the applicant in writing as to the manner in which the application has been deemed not in compliance with The Creekwood Commons Development Handbook. The applicant can appeal the decision of the Administrator to the Planning Commission or re-submit at the next available City Planning Department development application deadline.

6. Once the Tentative Map has been deemed in compliance with The Creekwood Commons Development Handbook, the applicant can submit to the City a Final Map application to process for review and approval through the manner outlined in NRS 278.360 – 278.460, inclusive and City regulations and Codes.
7. This process is expected to take anywhere between three and six months, depending on review periods and comments. The developer shall work closely with the City to address all comments. As this Handbook represents, a Tentative Map for the entire Development, and future formal approval of the subdivision shall conform to all state and City of Fernley Final Map requirements. Depending on market conditions the number of phases of final maps may vary. Each phase must be able to stand on its own regarding utilities and provide safe access. Currently it is anticipated there will be 2 Phases for SFR and 2 Phases for the Townhomes.

Chapter 2 Community Development Standards

In general, The Creekwood Commons is designed to provide a quality and diverse type of housing on an aesthetically pleasing site that cultivates common open space for residents to enjoy, while encouraging connectivity with Fernley residents as well. The Creekwood development is made up of two components: 1) single-family, and 2) townhome. The following sections describes development standards for both components. While the Fernley Development Code does not include a townhome component, the Creekwood development will generally adhere to Single-Family (SF) and Medium Density Residential (MDR) standards.

2.1 Residential Standards

2.1.1 Homeowners Association

Homeowners Association (HOA) will be formed by the developer to manage and maintain shared spaces and enforce property standards in the community. The developer will initially control the HOA but gradually hand it over to the homeowners as lots are sold. The process and timing for his transition will be specified in the governing documents, but it generally occurs when a certain percentage of the development has been sold.

Covenants, Conditions, and Restrictions (CC&Rs) are the rules of the community, enforced by the HOA. They can dictate many items including the color you can paint your house. The CC&Rs also outline the obligations of the HOA and the homeowners, including maintenance responsibilities.

Common Area Maintenance will be the responsibility of the HOA. These are shared spaces like parks, playgrounds, walking paths, etc. The HOA is responsible for their upkeep, funded by the dues collected from the homeowners.

2.1.2 Permitted Uses

The uses that are allowed as part of the Creekwood development will comply with the uses determined by the City of Fernley Development Code Section 32.06.150 for the SF and MDR14 zoning districts. Any uses not listed shall be prohibited unless a use permit is issued by the planning commission. Any accessory or temporary uses shall comply with the Development Code in Section 32.07.030 and section 32.07.410 respectively.

2.1.2 Lot Standards

The lot standards for The Creekwood Commons are intended to provide a varied and pedestrian-oriented streetscape and the privacy of individual residences. In combination with the architectural standards listed in the following Architecture section, the lot standards will allow for a diversity of well-designed building types. Table 3 depicts the lot standards for SF and MDR.

	SF	MDR
Lot		
Lot size (min) (square feet)	6,000	8,500
Lot coverage (max)	50%	65%
Lot frontage (min)	35'	115'
Lot width (min)	60'	115'
Lot width (corner)	65'	122.5'
Setbacks (principal buildings)		
Front (livable space or side load garage)	15'	15'
Front (covered porch or patio)	10'	10'
garage/carport	20'	0 ^a
Side	10'	7.5'
side combined	20'	15'
Exterior Side	10'	15'
Rear	20'	0 ^a
Alley loaded garage	n/a	0 ^a
Density (maximum)		
Residential (du/ac)	7.2	14
Height (structures)		
Residential	35'	35'

(a) Alley loaded garages may be constructed within the rear setback and may utilize up to a four-foot drive apron, whereas alley loaded driveways are prohibited

Table 3 Lot Standards

Single Family (SF)

The lot standards for SF generally comply to those listed in Fernley's Development Code Section 32.06.070 and .080 with a few exceptions. To encourage front porches as a dominant feature of the front façade, a covered front porch will be allotted an additional 5 feet in the front setback, which still allows for the minimum 10-foot utility easement. The rear yard setbacks have also been increased from 10 feet to 20 feet to provide a greater buffer between houses and allow for a more functional yard space. The minimum side yard setback has been increased from 5 feet to 10 feet, while the combined side remains at 20 feet. This additional standard ensures adequate spacing between houses that allows for better lighting, airflow, and privacy.

Figure 7 illustrates both the City of Fernley lot standards and The Creekwood Commons lot standards for SF:

City of Fernley typical SF lot standards

The Creekwood Commons typical SF lot standards

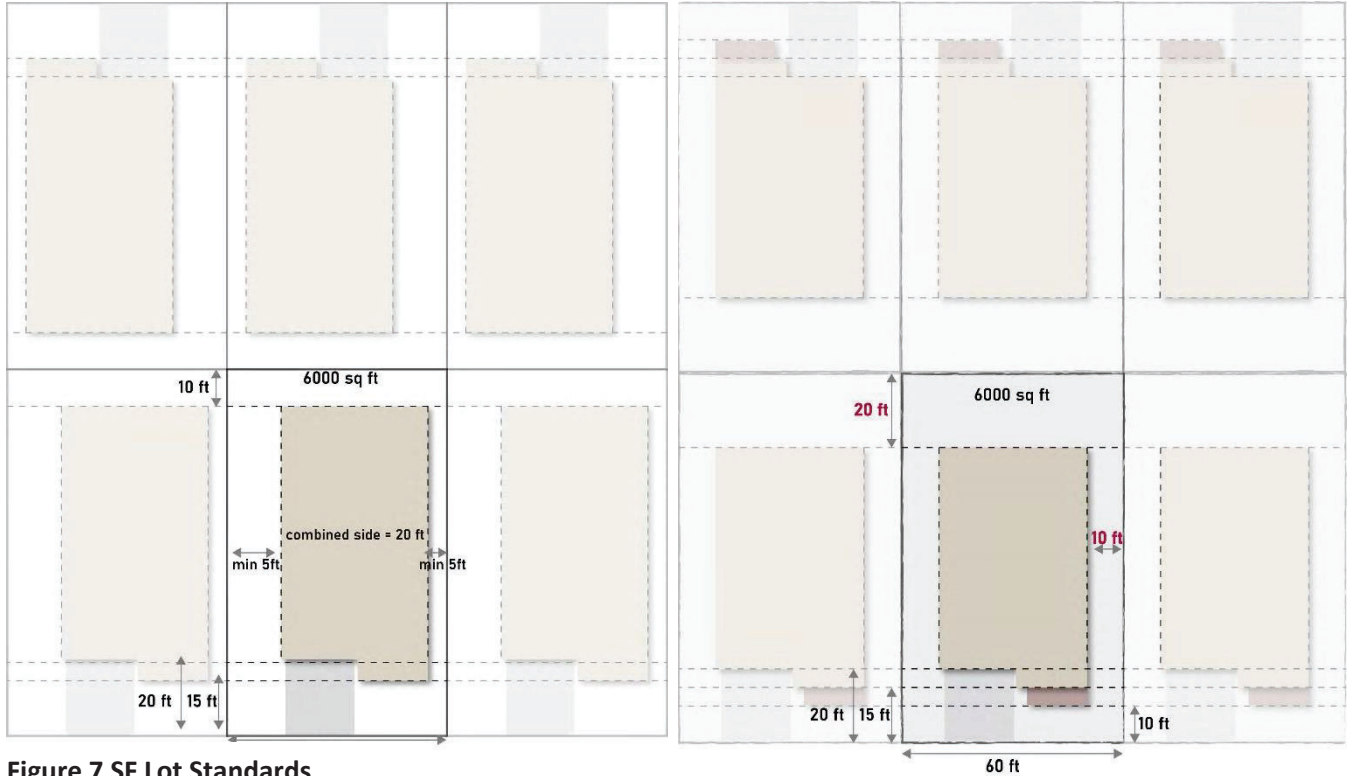


Figure 7 SF Lot Standards

Multifamily Townhome (MDR)

The lot standards for MDR generally comply to those listed as MDR14 in Fernley's Development Code Section 32.06.070 and .080 with a few exceptions that modify the standards to this specific development. As shown in Figure 8, a typical townhome four-plex building block width will be 115 feet or 122.5 feet, depending on if the building has a side that borders a street, which would require a 15-foot setback. This block width would allow for a four-plex with each townhome lot averaging 25 feet in width. The depth of the lots will be 75 feet. With a maximum four-foot drive apron allowable for the alley-loaded garage and a 15-foot front setback, the maximum depth of a townhome could be 56 feet. With this lot configuration, a two-story townhome with a two-car garage could be between 2,000 and 3,000 square ft. Between groupings of townhomes, there must be a combined side setback of 15 feet, which would give adequate space for pedestrian and utility access. To encourage front porches as a dominant feature of the streetscape, a covered front porch or patio will be allotted an additional five feet in the front setback.

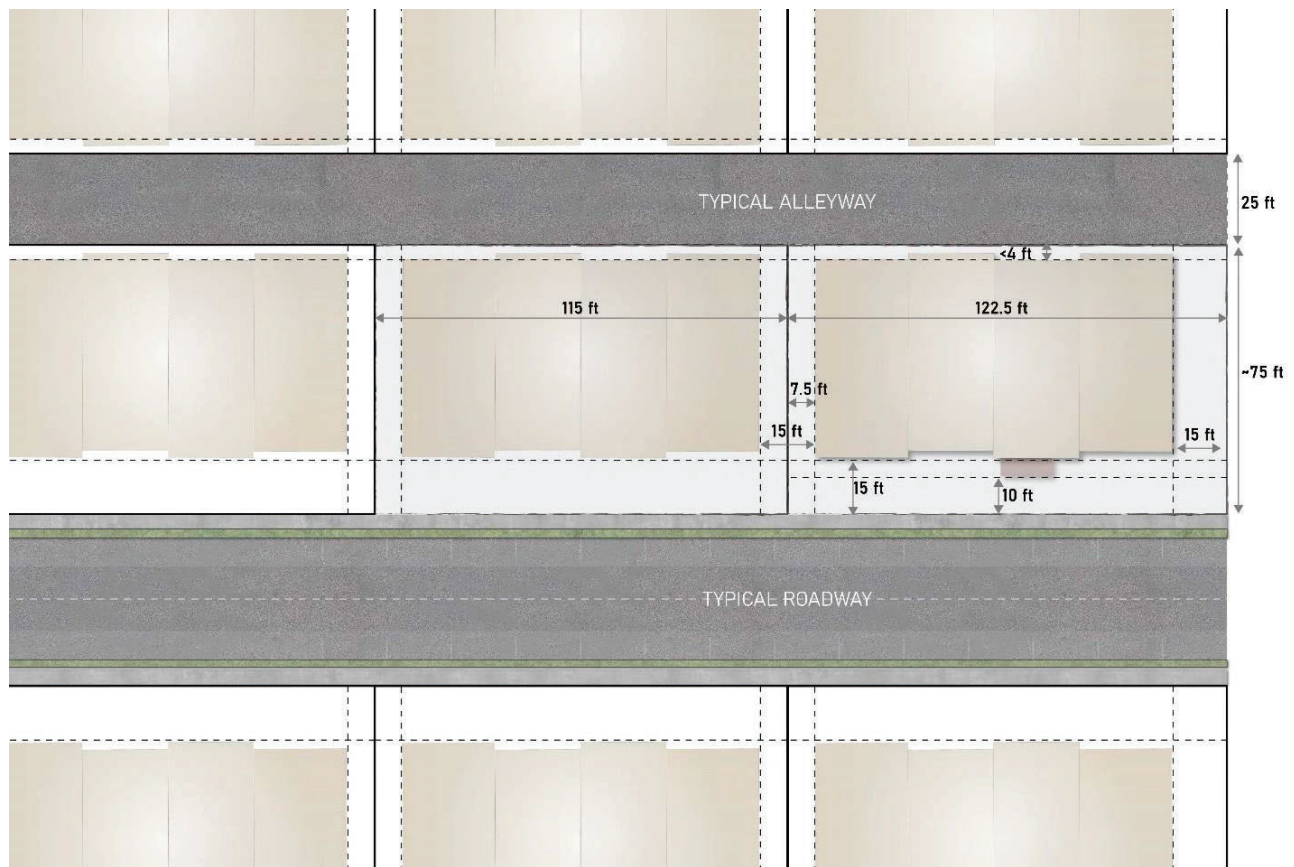


Figure 8 MDR Lot Standards

2.1.3 Accessory Structures

Accessory structures under 200 square feet, such as sheds, playhouses, and gazebos, shall be allowed on all single family lots without requiring a building permit. Their location and construction will be in accordance with the City's Development Code as found in Sec. 32.09.020. They shall be at least five feet from the main structure, three feet from property lines, and located in either the side or rear yard.

2.1.4 Circulation

The Creekwood Commons will include a network of streets, sidewalks, alleys, and trails to promote efficient and logical internal circulation that also provides connectivity of resources within the site. The following sections will provide general design standards for Creekwood's circulation network.

2.1.5 Roads

The roads in Creekwood will consist of local streets and alleys, and are arranged to support the overall design, public convenience, safety, and traffic flow. The Creekwood development has two access points to Farm District Road. Great Basin Drive provides the main entrance and Rainbow Lane allows a secondary access through City property into the northeast side of Creekwood. Refer to figure 9. All local streets, with the exception of Great Basin Drive are 50-foot right-of-way and shall conform to the City of Fernley Department of Public Works Design Standards & Review Guidelines. Great Basin Drive from Farm District Road to the intersection of Shoshone Street is a 80-foot right of way. All the streets and cul-de-sacs within Creekwood, including the sidewalks, sewer and water lines (excluding laterals) will be

dedicated to the City as public. All alleys will be maintained as private. Landscaped street planters are private and maintained by the HOA. All streets and cul-de-sacs conform to City Public Works Standards & Review Guidelines. Rollover curbs throughout the development provide flexibility in driveway placement.

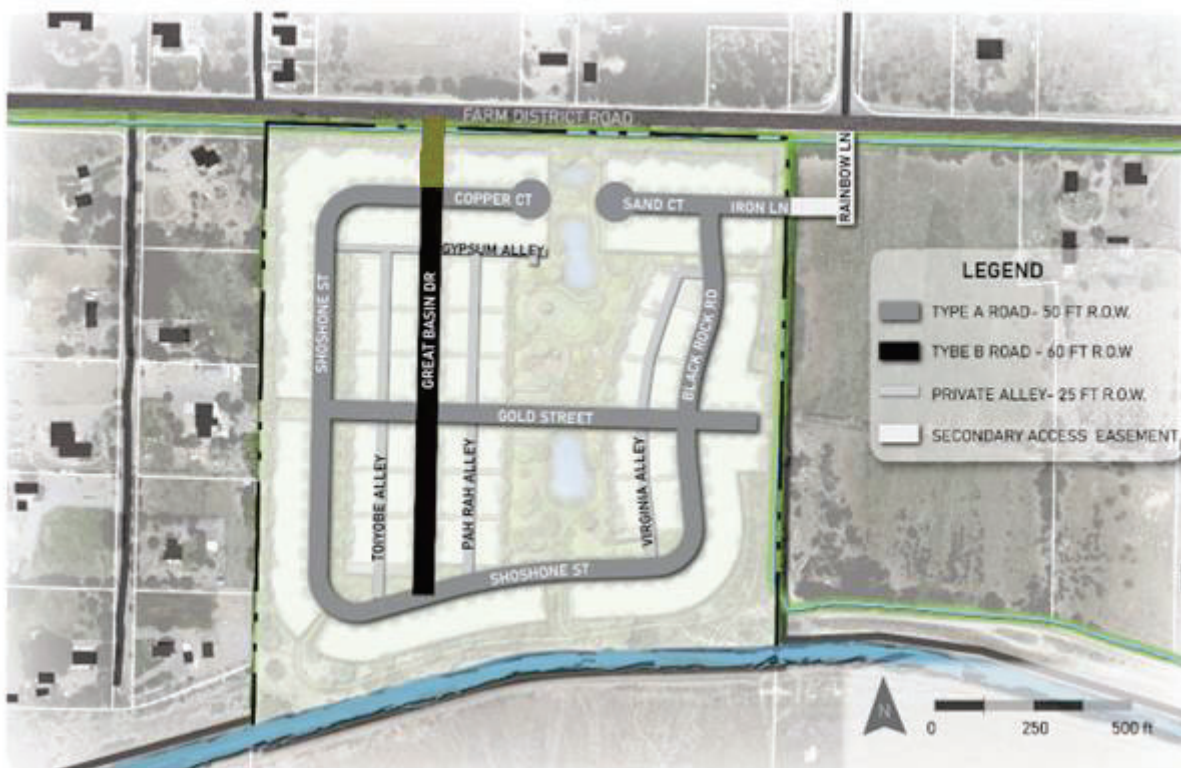


Figure 9 Street Right of Way

Figure 10 illustrates a typical street section that will apply to ‘Type A Road.’ Within a 50-foot right-of-way, there are two travel lanes, two sides of on-street parking, curb and gutter, small planting strips, and sidewalks. Providing 9-foot travel lanes serves to mitigate speed and enhance safety. On-street parking will give flexibility to residents of alley-loaded homes or their guests to park in front of their home instead of in a garage. Although small, having a landscaped strip provides visual interest and could be landscaped with small trees, shrubs, or grasses. A majority of the street trees will actually be the required trees in residential front yards.

Figure 11 illustrates the street section at the beginning of Great Basin Drive, a 60-foot right of way and the main entry to Creekwood (Type B Road). Three travel lanes allow for a right and left out as well as extended planter beds that could accommodate significant plantings to meet and exceed entry landscape standards. More on specific landscape standards for entryways are mentioned in the *Landscape Design* section. The west side of Great Basin Drive is the proposed location and general dimensions for an entry sign that will read “The Creekwood Commons.”

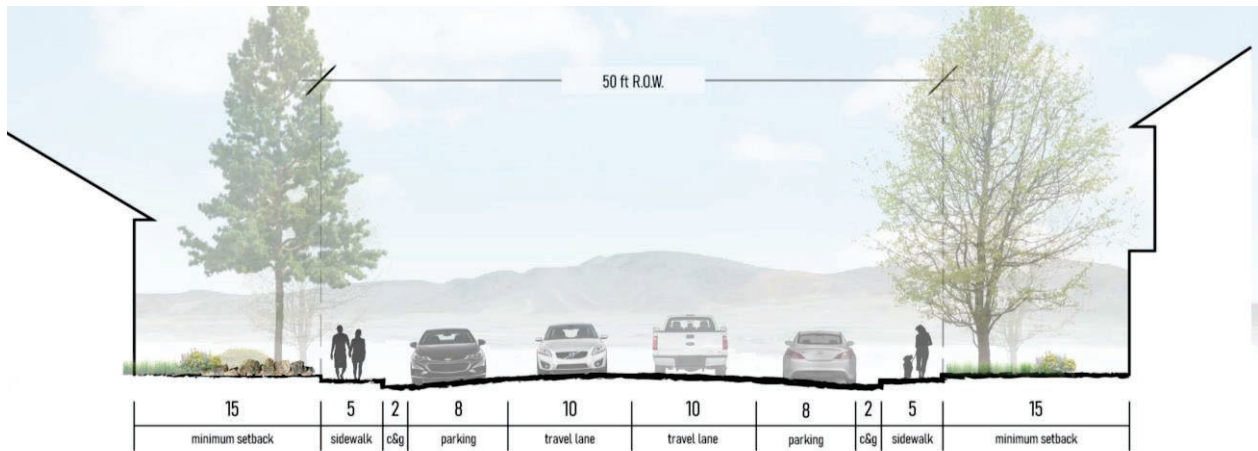


Figure 10 Typical 50' Right of

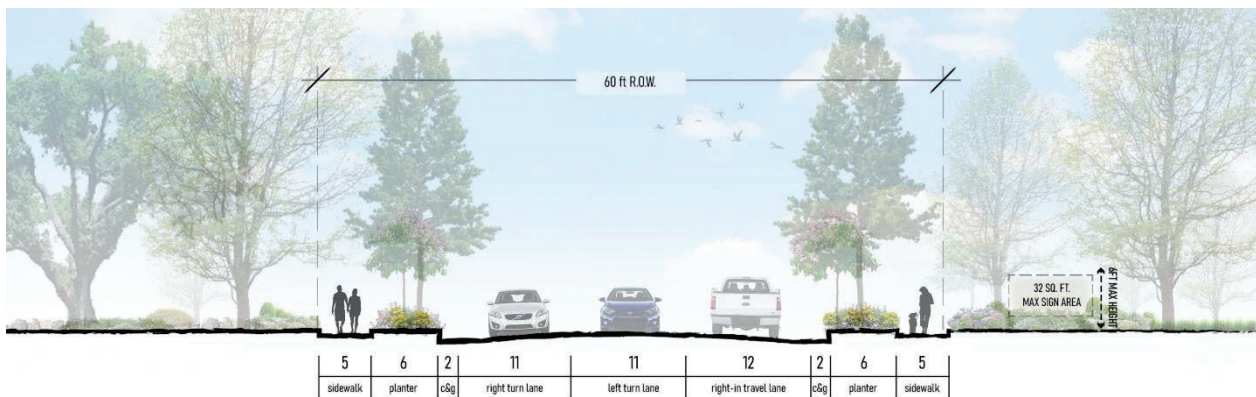


Figure 11 Typical 6

2.1.6 Alleys

Alleys are included within the townhome concept and provide an efficient circulation network that provides rear access to lots. Alleys allow garages to be in the rear, while more pedestrian-friendly porches and sidewalks dominate the street. There are three alleys within Creekwood that will service all 132 townhome units. The minimum width of alleys will be 25 feet when in between townhome units and 20 feet otherwise. The minimum alley width set by Fernley Public Works Design Standards & Review Guidelines is 18 feet. Alleys may be constructed with asphalt, concrete, or permeable paver stones. All alleys will be private and maintained by the HOA. Figure 12 illustrates a typical alley cross section.

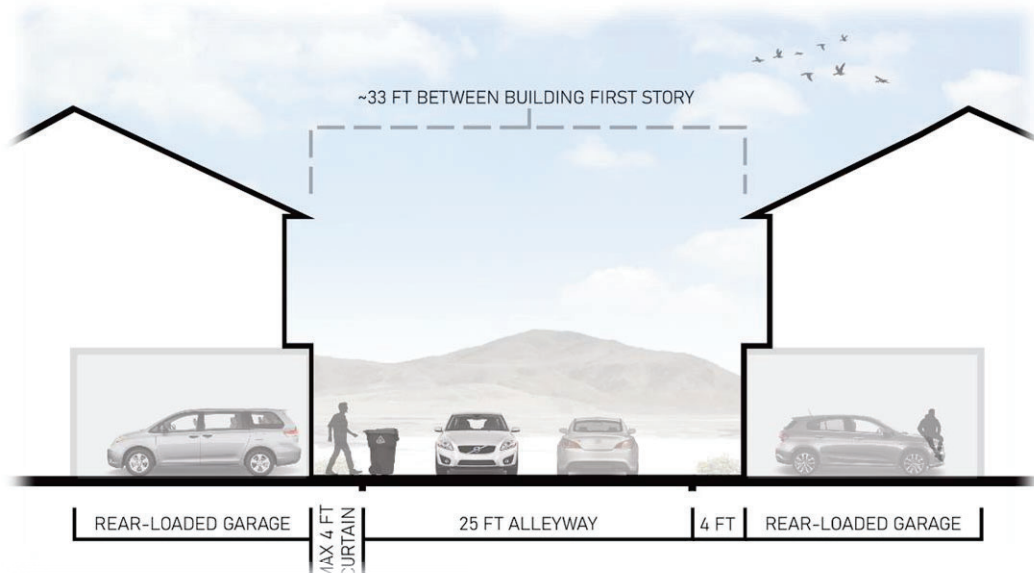


Figure 12 Typical Alley Cross Section

2.1.7 Pedestrian Network

Figure 13 shows the pedestrian network for The Creekwood Commons. Sidewalks will be constructed along both sides of every road and along townhome lot frontages that are not adjacent to a roadway (i.e. frontage along common open space). Sidewalks will be connected to off-street parking lots with the main sidewalk network. All sidewalks shall be a minimum width of four feet and constructed according to Fernley Public Works Design standards.

Complementing the sidewalk network, a trail network will be provided for active and passive recreation opportunities for residents. Trails also serve to connect the open space resources and amenities on site, and provide connection to the multi-use path along Farm District Road. The trails are intended for foot and non-motorized vehicle travel. Trails vary in width with a minimum of four feet. All pedestrian trails will be decomposed granite, concrete, or an acceptable alternative surface. Both the trail width and material will depend on the prospective pedestrian volumes. Overall, this network shall contain approximately one mile of interconnected trails. No trails shall be located on the western property boundary. All trails shall be maintained by the HOA.

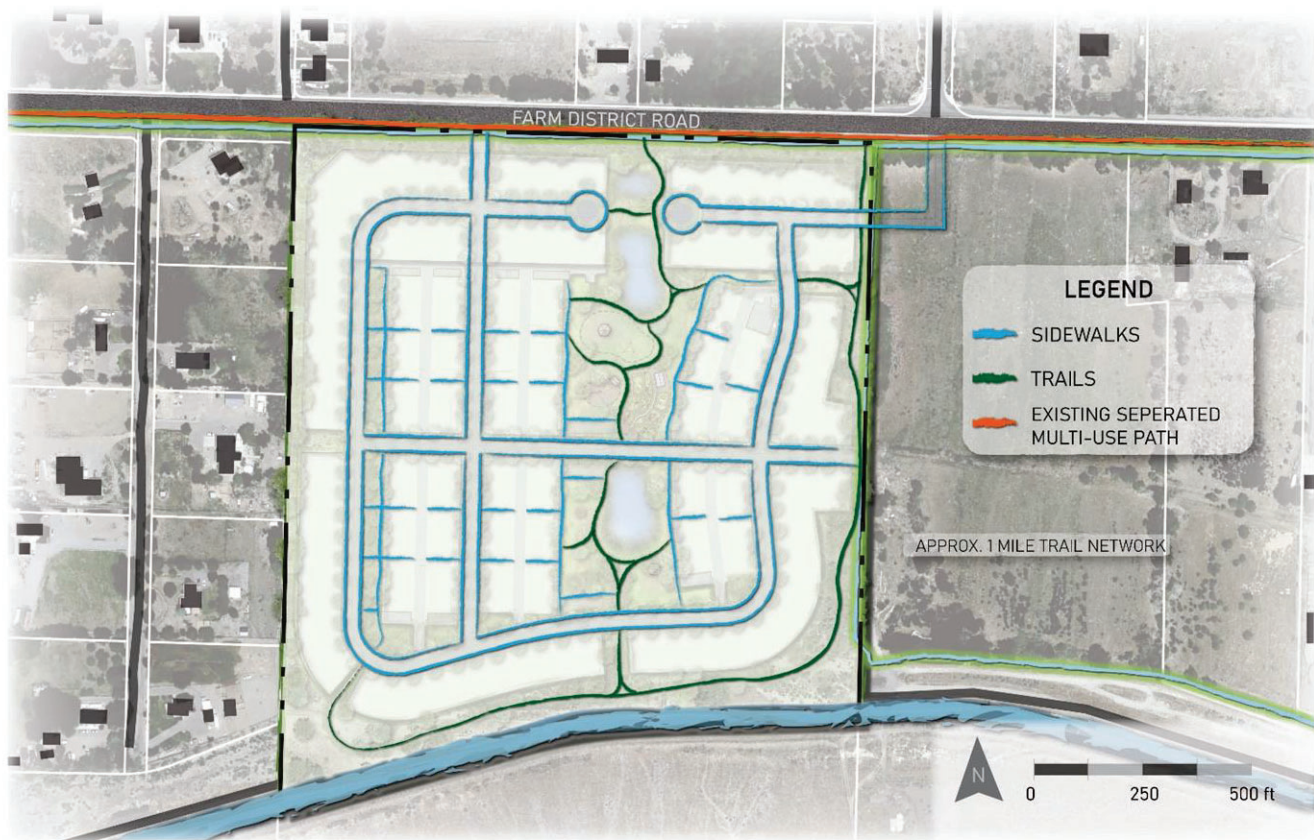


Figure 13 Pedestrian Network

2.1.8 Parking

Single Family

As determined in Sec. 32.09.120. of the City's Development Code, each single family detached dwelling shall have four off street parking spaces. Each dwelling unit shall have a garage and a 20-foot minimum driveway length and 18-foot width to accommodate off-street parking. All driveways shall have a minimum spacing of ten feet between each other and comply with the technical specifications as listed in the City's Public Works Design Standards & Review Guidelines. The use of permeable materials, such as paver stones, will also be encouraged to reduce the amount of water run-off.

Townhome

Alley-loaded townhomes that have no street frontage shall have a minimum requirement of providing a two-car garage. For all other townhome dwellings, there shall be a minimum requirement of providing a single car garage. Each Townhome shall be required to have two parking spaces and 0.25 spaces for guest parking. On-street or off-street parking, if within 150 feet, may satisfy this demand. No driveways shall be permitted on townhome lots. Garages shall be accessed by an alley with a maximum four-foot drive curtain.

As illustrated in Figure 14, there will be parallel parking along every street to allow adequate resident and guest parking. Additional small off-street parking lots shall be dispersed around townhome lots and open space to satisfy the need for parking and accessibility.

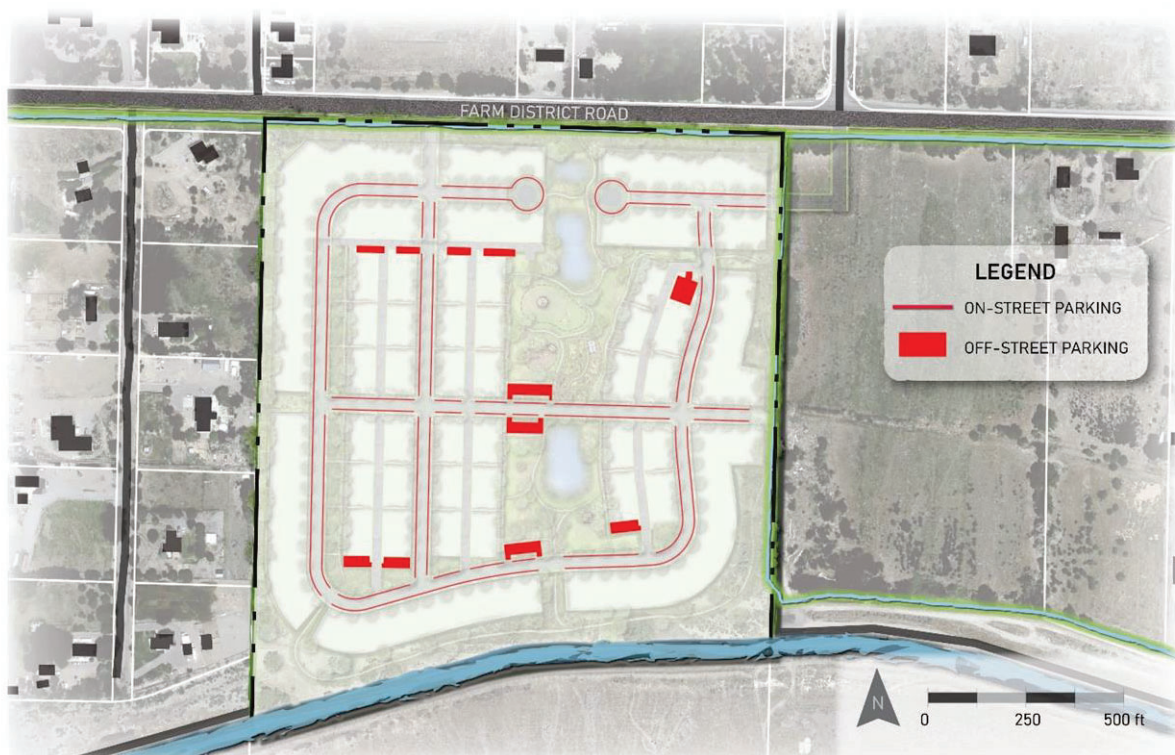


Figure 14 Parking

Table 4 provides parking quantities and a quantitative analysis of the overall site land uses. Townhome parking includes on-street parallel parking spaces that are within 150 feet of townhomes and are based on the U.S standard of 27 feet per space. The parallel parking spaces for the townhomes do not include parking in front of the single family residences.

PARKING		
Off-Street Parking (Single Family Attached)	Required	154
	Proposed	308
Townhome Parking Required 2.25/unit	Required	297
Garage Average	Proposed	198
Parallel Parking within 150' (not in front of SFR)	Proposed	101
Parking Lots	Proposed	103
Total Townhome Parking	Proposed	299

Table 4 On and Off-Street Parking

2.2 Architecture

The purpose of The Creekwood Commons architecture is to provide components in its design to achieve the following goals:

- promote pedestrian activity and a sense of community
- maintain adequate privacy and living space for each residence
- allow for diversity of building designs and styles while remaining coherent, which translates to visual diversity and unique sense of place

Two primary building types will be featured: single-family homes situated on 6,000 square-foot lots, and fourplex townhomes complete with alley-loaded garages. A variety of building floor plans and elevation variations will be permitted, their implementation dependent on the final architectural plans. As outlined in the introduction, the overarching architectural style for The Creekwood Commons will be either contemporary craftsman, farmhouse, or ranch styles, blending traditional and modern elements. Beyond the overarching theme, this section delves into more specific architectural standards. Figures 15 and 16 provide examples of each housing type that would align with the architectural standards detailed in this Development Handbook

Single Family Dwelling



Single Family w/ Detached Garage



Figure 15 Single Family

Alley-Loaded Townhomes



Figure 16 Townhomes

2.2.1 Design Guidelines

These design guidelines will apply to all homes built in Creekwood. It will be noted if a specific guideline only applies to a specific housing type.

2.2.1.1 House Size

Both single family and townhome concepts will maintain a minimum of 1,500 square feet of space per housing unit.

2.2.1.2 Roof Design

Concrete tile, slate, or 30-year architecture grade composition roofing material is acceptable. No wood shake style shingle will be allowed. Chimneys, if applicable, shall be constructed of a similar dominant material to that of the main front exterior elevation.

2.2.1.3 Exterior Siding

Siding materials shall be continued down close to finished grade on any elevation visible from public areas to eliminate large areas of exposed foundation, or foundation may be covered with stone, brick, rubble or similar materials. Townhome building exteriors shall be maintained by HOA. The following materials are permitted for the building exterior:

- Natural and/or cultured Stone
- Stucco
- Simulated Wood
- Shiplap wood siding

The following materials are not permitted:

- Plywood siding materials

2.2.1.4 Windows

All windows on all sides are to receive four-sided wood trim or raised stucco bands. The following materials are permitted for windows:

2.2.1.5 Garage

Homes with street loading garages shall not exceed 60 percent of the street building façade. Living areas shall extend a minimum of three feet in front of the garage face. Trim and detail work on garages shall be consistent with that of the main structure.

2.2.1.6 Front elevations

Creekwood will incorporate a minimum of three home plans, each with a minimum of three distinct exterior elevations, providing at least nine total variations. Exterior elevations shall not be permitted to repeat adjacent to each other (minimum three-house separation). Varied front setbacks of adjacent homes on the same side of the street shall be a minimum of three feet.

2.2.1.7 Exterior Colors

A minimum of four coordinated color packages, oriented towards earth tone spectrums, shall be provided to add for overall visual interest within the project.

All exterior colors on the homes will be subject to the HOA approval including repainting. Permitted colors will include earth tones, cream, beige, and similar muted colors. Primary colors and bright pastel colors will not be permitted as either base or trim color of the home. Subtle variation in colors shall be a requirement throughout developed areas of Creekwood.

[2.2.1.8 Accessory Structures and Dwellings](#)

Accessory structures and dwellings, as defined by the City's Development Code Section 32.09.020, shall be constructed of a similar or complimentary material and color to the main structure.

[2.2.1.9 Exterior Lighting](#)

All exterior mounted light fixtures shall be complimentary to the architectural style of the structure. All exterior lighting shall be dark-sky friendly.

[2.2.1.10 Home numbering/addresses](#)

All house addresses shall be legible from the street.

[2.2.1.11 Projections](#)

Patio covers, trellises, awnings, and other types of shade structures shall be allowed, if they are in complimentary material and color to the main structure. Shade structures shall be allowed to encroach into the side yard and rear yard setbacks if five feet of separation is maintained from any side lot line and 10-feet of separation is maintained from any rear lot line.

Use of front porches, recessed doorways, and stone/brick accents, or any combination thereof to the front elevations are allowed and may be eligible for reductions to the front setback.

[2.3 Landscaping](#)

The goal of Creekwood's landscape design is to enhance the quality and aesthetics of development while complementing the natural environment. The landscape design will simultaneously serve many functions in increasing ecological health such as reducing air pollution and assisting in ground water recharge. This will be achieved by utilizing resource-efficient principles in both the installation and maintenance of the landscaping. This includes drought-tolerant plants and drip irrigation.

[2.3.1 Common Open Space and Park Standards](#)

The general purpose of Creekwood's open space and parks is to provide for the welfare of residents and the natural environment through active and passive recreation, environmental preservation and climate mitigation, community spaces, and buffering, while also serving as drainage infrastructure. The standards in this handbook outline are designed to support these functions. Figure 17 shows a proposed park layout with amenities.

Creekwood development landscaping adheres to the minimum standards imposed in the Fernley Development Code Section 32.09.



Figure 17 Park Plan

2.3.1.1 Permitted Uses

According to the City's Development Code Section 32.06.150, park/open space is a permitted use by right in all zoning districts. Within the parks and open spaces of Creekwood, the following will be specifically allowed:

- public utilities and utility structures

- pedestrian and non-motorized pedestrian or bike trails
- benches, picnic tables, barbeque pits
- community gardens
- split-rail fencing
- play structures
- sports courts and fields
- other minor recreation and interpretative facilities
- drainage infrastructure

All other functions of open space may be permitted in conformance with the Fernley Development Code Section 32.06.150.

2.3.1.2 Design Elements (or Characteristics)

The Creekwood Commons will consist of a network of formal and informal open space areas with differing degrees of landscaping and a series of trails and other pedestrian infrastructure. Landscaping shall include both ornamental and native vegetation as well as varying design elements to enhance the quality of the environment.

2.3.1.3 Common Area Open Space

The most significant common area will be the large central open space while other bands of open space wrap around the site's perimeter. Refer to Figure 18. Formal common areas and semi-formal common areas are intended to enhance the overall sense of place and provide for passive recreation in the form of trails and open spaces. More formal common areas, such as those located in pocket parks, shall receive landscape elements such as turf grass, deciduous shade trees, evergreens, ornamental trees and shrubs, and native and ornamental grasses. Semi-formal common areas, which will be the larger open spaces, will provide pockets of formal landscaping amongst revegetated native shrubs and groundcovers.



Figure 18 Common Open Space

While formal landscaped areas will have more rigorous landscaping standards than semi-formal, all landscaping shall generally comply with the following:

1. All planting and irrigation plans shall be provided in conformance with Fernley's Development Code Appendix A-6.
2. Trees
 - a) Fernley Development Code Section 32.09.090, d(5) states *"Evergreen trees shall be at least 6 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"*.
 - b) Additional trees, beyond those required by code, may be reduced in size at installation.
3. Shrubs
 - a) Sixty percent of container-grown shrubs and plants (excluding trees), and excluding those plants grown in flats, shall be a minimum 5-gallon size and the remainder shall be a minimum 1-gallon size at time of planting.
4. Final plant selection and layout will be finalized by the developer and based on sound horticultural practices relating to micro-climate, soil and water regimes. All trees will be staked so as to remain upright and plumb following installation. Plant size and quality at time of planting will be per the American Standard for Nursey Stock (ANSI Z60.1-1990).

5. All shrub beds will receive 4" depth mulch with weed control.
6. No trees shall be installed within roadway site triangles.
7. Final species selection and size at planting shall be determined during development of the final construction documents.
8. Any areas disturbed by grading activity that do not include permanent structures, pavement, parking areas or landscaping, shall be revegetated with indigenous or natural appearing plants.

In addition to the landscape standards for open space in Fernley's Development Code Section 32.09., The Creekwood Commons shall be required to have a minimum of four amenities in addition to the trail network. Such examples of amenities are included within Section 32.06.08 of Fernley's Development Code and include but are not limited to the following:

- Picnic areas to include tables with barbeques
- Play structures
- Community garden
- Dog park
- Sports courts
- Court and lawn areas for field games
- Or similar amenities of scale as approved by the administrator

These amenities shall be centrally located and be connected to residential buildings by sidewalks, trails, or open space.

2.3.1.4 Common Area Open Space Maintenance

The open space and common areas of Creekwood will be built out and planted in phases per the Project Phasing. Common area and open space shall be maintained by the HOA.

2.3.1.5 Entry Landscape Standards

The entrances to Creekwood from Farm District Road will help cultivate community identity and visual distinction from other residential developments. The entry adheres to Fernley Development Code Section 32.09.090 h(3) to include at least one of the following:

- a. A minimum of five-foot wide (exclusive of curbs) landscaped median;*
- b. Textured paving, interlocking pavers or rough textured concrete;*
- c. Other "gateway" elements such as lights, bollards, water feature, monument/statue, entry walls, etc., as approved by the City.*
- d. A roundabout containing landscaping and/or water fountain/feature, artwork, etc.*

2.3.2 Residential Development Standards

The following provides more specific standards for landscaping on private residential lots.

2.3.2.1 Single Family Residences

Single-Family Residences shall conform to the landscaping guidelines set forth in Fernley's Development Code Section 32.09.090. At a minimum, each individual front yard shall

include one tree per lot frontage with corner lots providing one side yard tree per 30 lineal feet of street frontage. There must be at least three shrubs per tree and turf is optional by the owner. Front yards must also include a minimum of two mulch types per front yard such as decomposed granite, 4" minus river rock, and 1-1/2" river rock. Irrigation will be stubbed out to the backyard and it is the responsibility of the homeowner to plant the backyard. At a minimum, 15 percent of the disturbed area shall be landscaped.

Front yard landscaping, as shown in Figure 19, shall be included as a standard item by the project developer. However, if an individual homeowner chooses, front-yard landscaping may be installed by the homeowner, consistent with the requirements of this handbook, and approved by the Administrator, or the Homeowners Association. Front yard landscaping must



Figure 19 Front Yard Landscaping SFR

be completed within three to six months of close of escrow if completed by an individual homeowner.

2.3.2.2 Townhome Residences

The front yard setback shall be fully landscaped by the developer except for the minimum amount required for driveways. A minimum of 25 square feet "Private Open Space" is required for every unit and may include patio areas and balconies but excludes parking areas and other paved areas. Maintenance of landscaping in community owned property shall responsibility of the townhome owners association.

At a minimum, each individual front yard shall include 1 tree per lot frontage with corner lots providing 1 side yard tree per 30 lineal feet of street frontage. There must be at least 3 shrubs per tree and turf is optional by the owner. Front yards must also include a minimum of two mulch types per front yard such as decomposed granite, 4" minus river rock, and 1-1/2" river rock. Minimum landscape requirements shall adhere to Fernley's Development Code Section 32.09.090. At a minimum, 20 percent of the disturbed area shall be landscaped. Refer to Figure 20 for the overall Preliminary Landscape Plan.

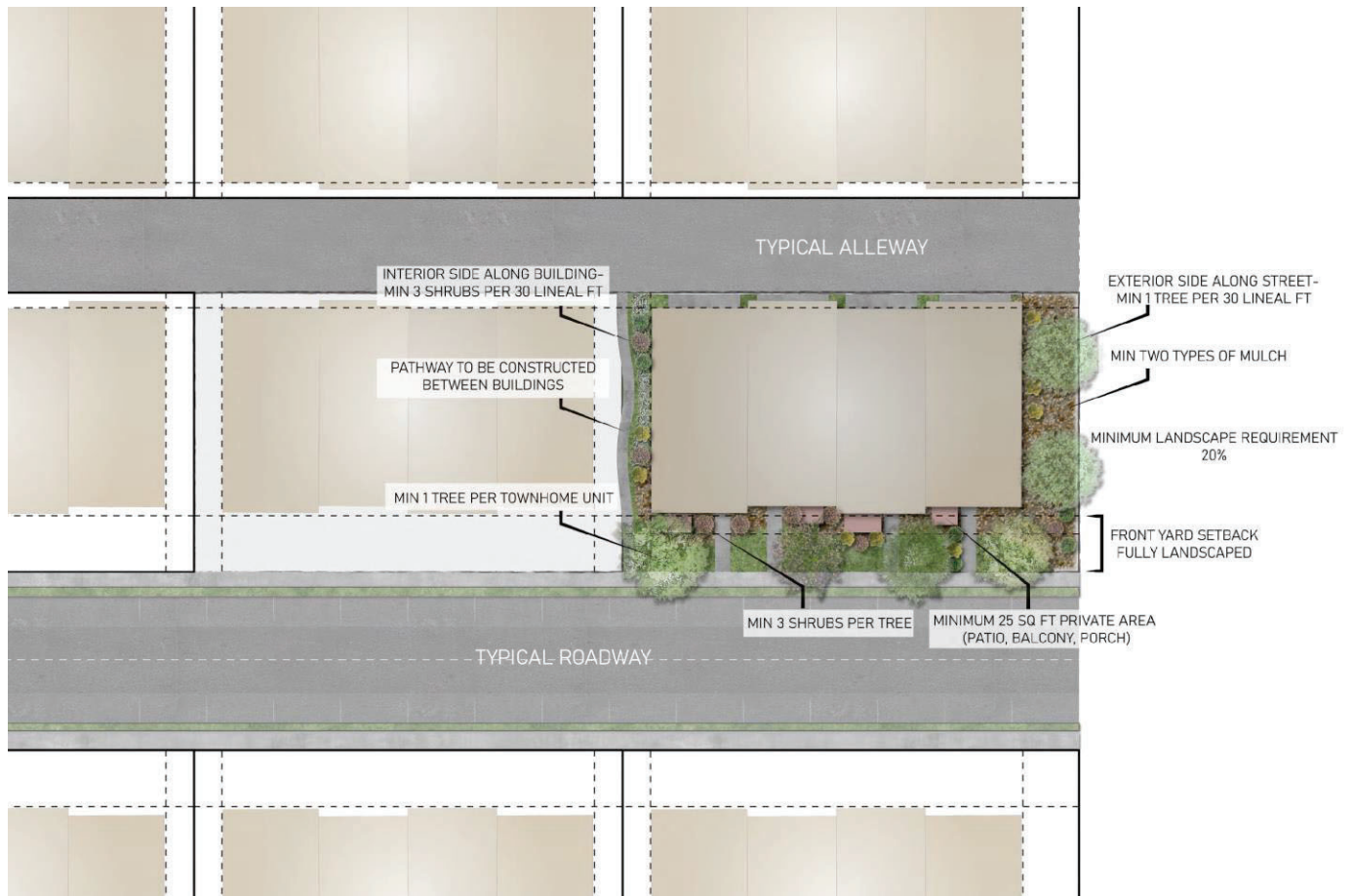


Figure 20 Front Yard Landscaping Townhome



2.3.3 Irrigation

The development shall install a water supply system for irrigation of individual parcels and open space areas. All landscaped areas shall be watered by a water-conserving irrigation system that includes drip, low-arching and/or low-gallonage heads that are to be controlled automatically. Container plantings will be drip irrigated based on the specific horticultural requirements of each species. Irrigation for revegetated areas and semi-formal areas should be kept to a minimum and any such irrigation should be removed upon establishment of the plantings. The final design of the irrigation system shall be approved by the City.

2.4 Site Elements

2.4.1 Buffering/Fencing

Creekwood Commons will use buffer zones around its perimeter to blend in with the surrounding existing residential areas in conformance with the adjacency standards in Fernley's Development Code Section 32.09.030.

2.4.1.1 Buffers

As shown in Figure 22, a 50-foot buffer is planned between residential lots and the northern property line. This allows for the preservation of old-growth cottonwood trees lining Farm District Road which helps maintain its character as a rural road. Through additional landscaping and streetscape enhancements, the scenic value of this corridor will be enhanced.

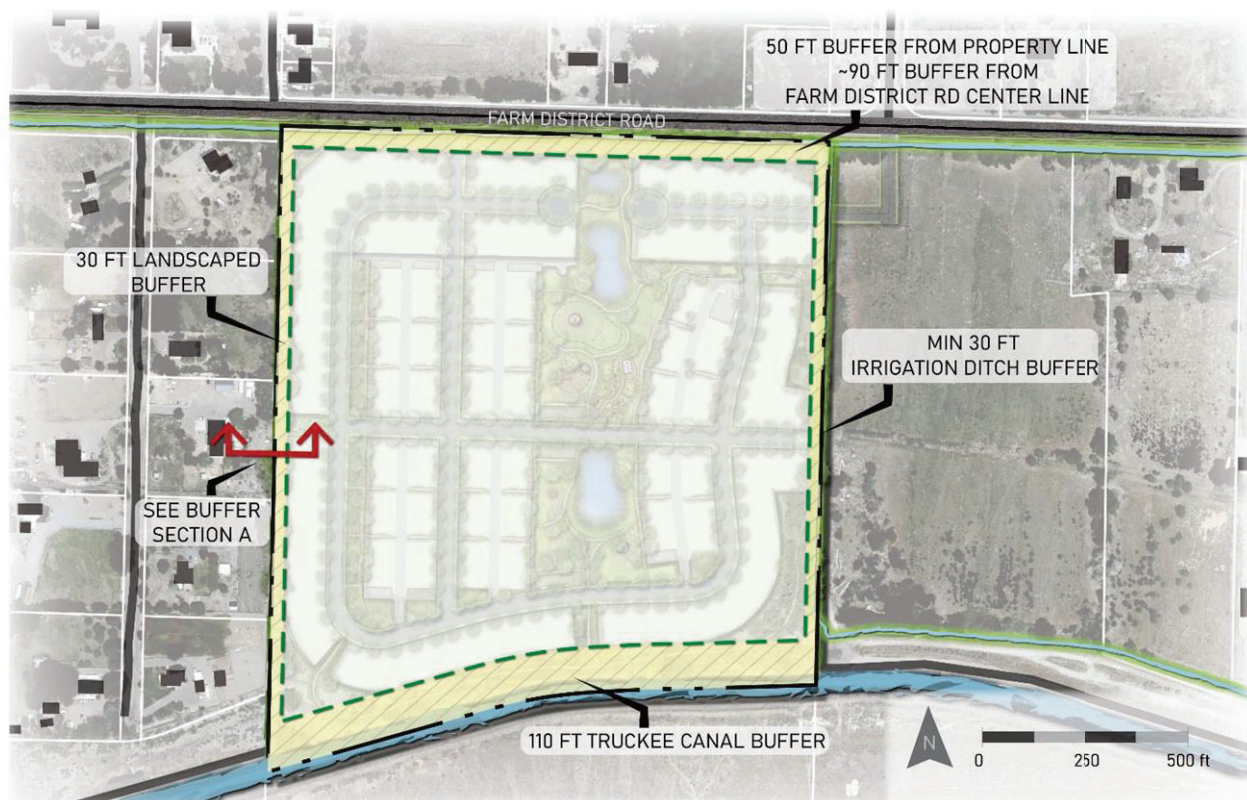


Figure 22

This northern buffer also allows enough space from the irrigation ditch easement, which runs along Farm District Road.

On the east side, a 30-foot buffer zone will also preserve old-growth trees and the irrigation ditch easement. This buffer zone will be a scenic corridor with a trail and additional landscaping along the City-owned property boundary.

The Truckee Canal corridor on the south side of the property is maintained by a generous 110-foot buffer zone. Some of this buffer contains the TCID easement.

On the west side, the site borders two-acre lots. To provide a better transition of lot sizes, a landscaped 30-foot buffer zone with no pedestrian access will be provided. This will prevent any backyard fences from abutting the neighboring property and will allow for adequate privacy by providing landscaping and tree planting. The planting intensity of shade, ornamental, and evergreen trees and shrubs along this buffer zone shall be subject to administrator approval. Figure 23 illustrates the western 30-foot landscaped buffer zone and the general location of new structures relative to existing neighboring residences.

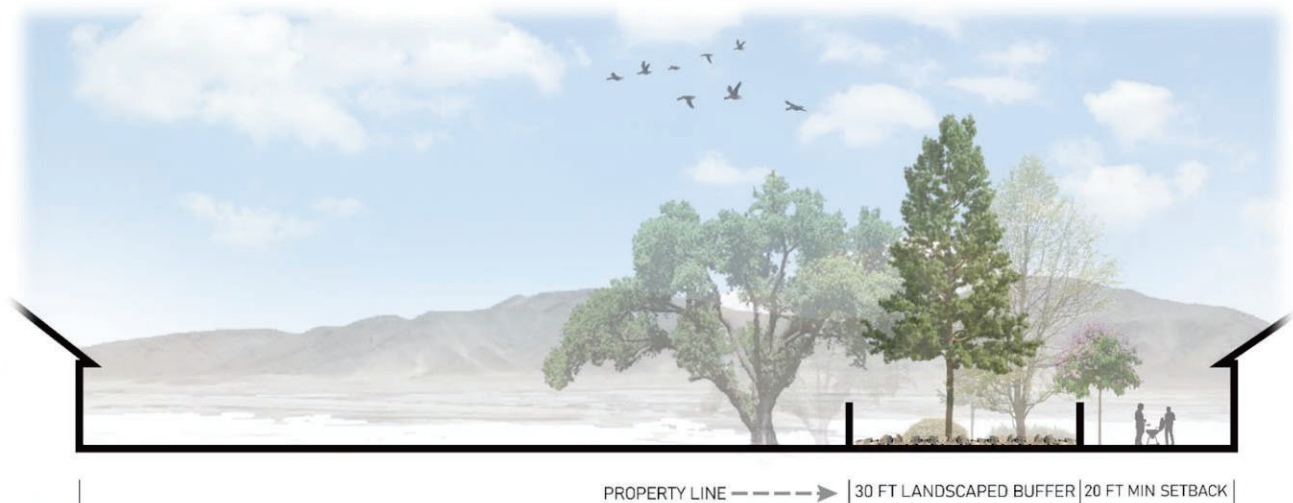


Figure 23 Buffer Zone

Fencing within the Creekwood development is intended to add aesthetic enhancement, while providing necessary privacy and separation of uses. Fencing types and materials shall be consistent throughout the development to present a unified look. No fencing shall be allowed within the TCID easements without the express written permission from the appropriate agency. There shall be three types of fencing within the PD. These types of fences, their function and location are illustrated below and their proposed location is depicted in Figure 24.



Figure 24 Fencing Plan

b. Screen Fence

Screen fencing shall be located along Farm District Road, the western property boundary, and where the rear of single family lots abut an alley. The portion of the screen fence that faces Farm District Road will be stained for aesthetics. An example of an acceptable screen fencing is provided in Figure 25.



Figure 25 Screen Fence

c. Good Neighbor Fence

Good neighbor fencing shall be located on the side and rear property lines between homes, but it shall not extend past the building plane of each house into the front yards. These fences should be 6 feet high and made from either cedar or redwood. A more exact location of side and rear yard fencing will be depicted in the Final Map Improvement Plans and individual plot plans. An example of acceptable good neighbor fencing is provided in Figure 26. Gates, while not required, are encouraged where parcels abut open space.



Figure 26 Good Neighbor Fence

d. Open View Fence

Open view fencing shall be allowed along front property lines adjacent to common areas and open space to delineate private and common space. The fence shall consist of a 3-rail split rail fence with an optional non-climbable 2" x 4" welded wire mesh attached. Examples of acceptable open view fencing is provided in Figure 27.



Figure 27 Open View Fence

2.4.2 Signage

Signage within Creekwood will include an entry gateway, wayfinding, and regulatory signs. The following sign standards are not intended to be overly prescriptive to allow for the artistic development of signs to be concurrent with the more detailed development of the architecture.

The entry gateway sign shall be located on the west side of the primary access road, Great Basin Drive. It shall adhere to the standards set in Table 32.10.100-1 – Monument Sign Limitations of Fernley's Development Code for the multifamily zoning classification. This allows for a maximum height of six feet and a maximum sign area of 32 square feet. It allows for indirect, internal, and halo illumination. Refer to Figure 28. The entry gateway sign shall be architecturally compatible with and match the color scheme of the Creekwood development. The signage shall help to provide a cohesive community image.

All other wayfinding and regulatory signage shall be in conformance with the standards set in the Fernley Development Code Section 32.10.

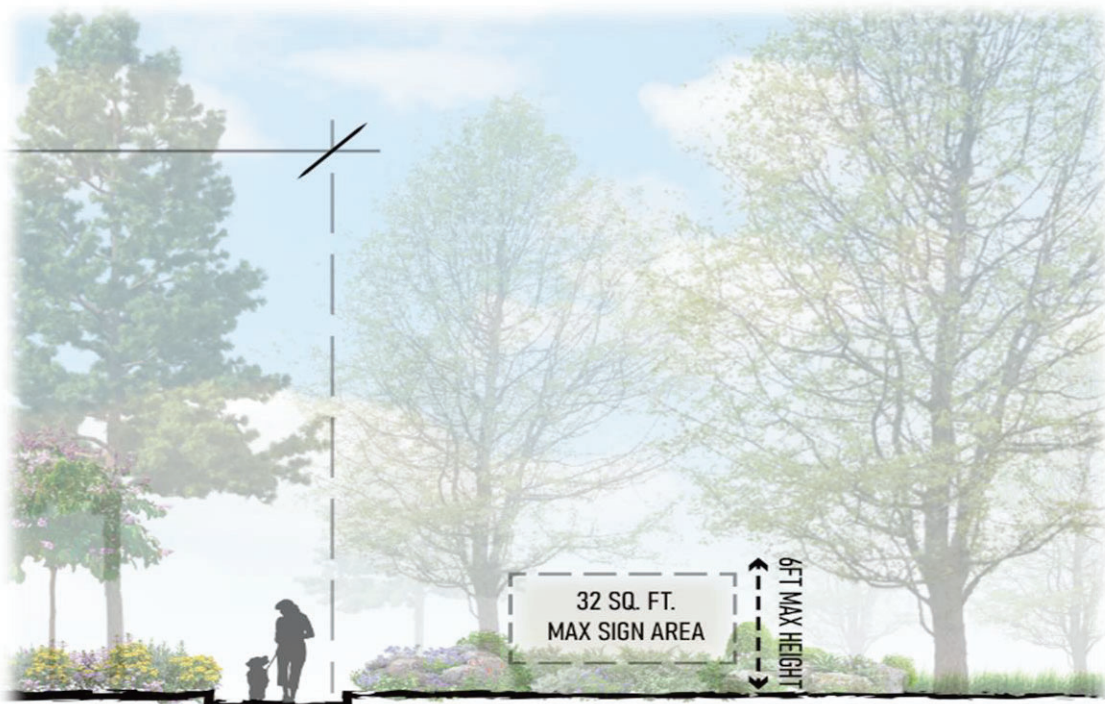


Figure 28 Signage

2.4.3 Lighting

Because of the suburban and rural setting, streetlights will only be provided at strategic locations to provide for vehicle and pedestrian safety. Such strategic locations will include key intersections and other highly trafficked locations. All lighting within Creekwood shall adhere to the requirements outlined within the Fernley Development Code Section 32.09.100 and be complementary and consistent with the architecture of the project. All streetlights shall be dark-sky friendly.

Figure 29 shows a conceptual lighting plan but is subject to refinement and change through the Tentative and Final Map processes.

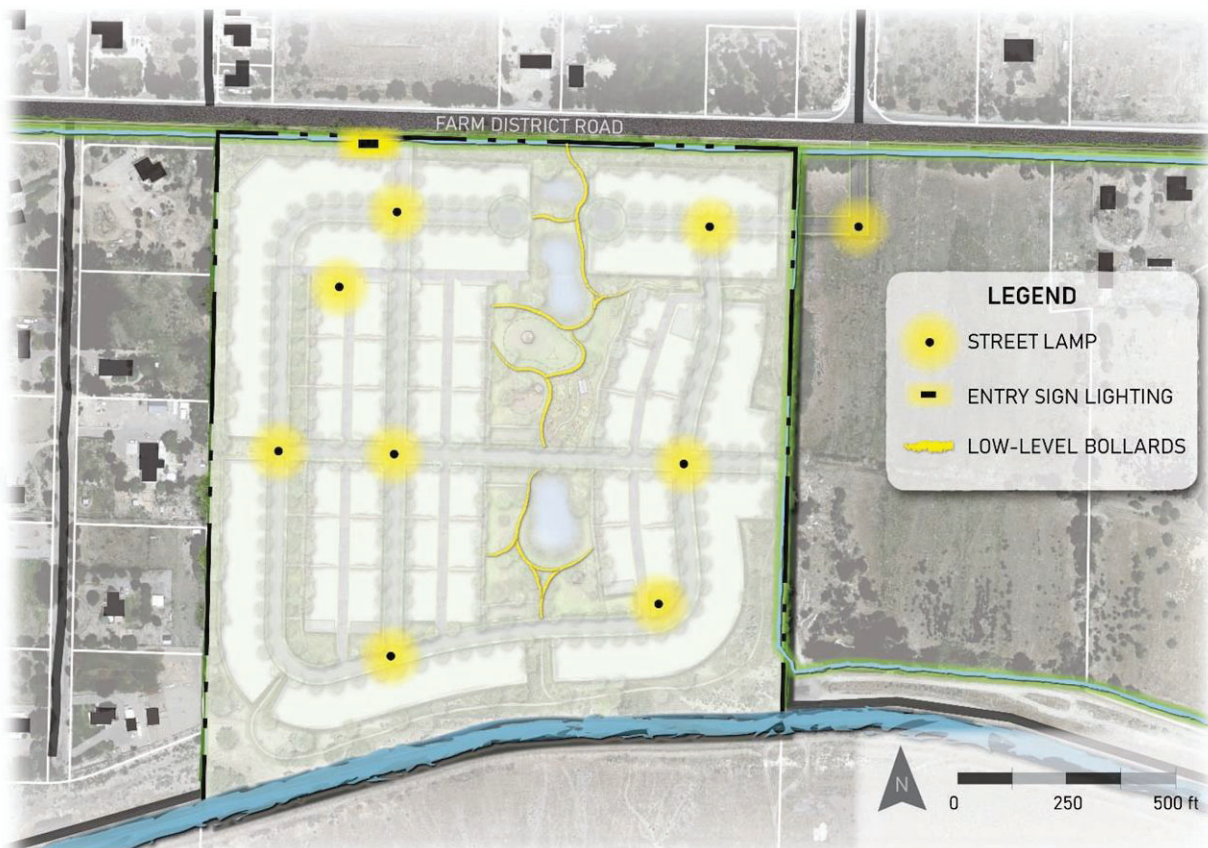


Figure 29 Lighting

Chapter 3 Infrastructure and Public Services

3.1 Infrastructure

Creekwood will provide necessary infrastructure improvements in conformance with the Fernley Development Code and Public Works Design Manual. The following section documents the critical infrastructure and public services needed for a successful development.

3.1.1 Roads

The site, which will have a circulation network of local streets, sidewalks, alleys, and trails will be accessed by two access points along Farm District Road to the north and have a road stubbed to the east that could serve as a future connection to adjacent city property and Rainbow Lane. The nearest freeway interchange is Business Route 80 at Interstate 80, which then transitions to State Route 828 south of the Roundabout with East Main Street and US Highway 50.

The existing transportation system and topography were evaluated by studying satellite imagery and conducting a field investigation of the site and the study area on Tuesday, October 19, 2021. This was followed by a low-level field investigation conducted on Wednesday, November 17, 2021.

A detailed traffic impact analysis prepared by Phelps Engineering in coordination with NDOT was completed. This report analyzes the project impacts on existing intersections and levels of service and provides findings and recommendations.

The following are the report's findings and recommendations:

Findings from the near-term impact analysis are as follows:

1. All approaches to the study intersections would operate acceptably except the northbound approach to SR 828/BR 80 at East Main St/US-50A during the PM peak hour and the eastbound approach to SR 828 at Cottonwood Lane during the AM peak hour.
2. Volume reductions at SR 828/BR 80 at East Main St/US-50A associated with the construction of the Wadsworth Bypass to the west and the southward extension of Nevada Pacific Parkway to US-50A would elevate operations to acceptable levels.
3. The addition of a dedicated right turn lane at SR 828 and Cottonwood Lane and the implementation of improvements along Cottonwood Lane associated with the implementation of the City of Fernley Master Plan would elevate operations to acceptable levels.
4. The project would not have a significant adverse impact on the surrounding transportation network.

Findings from the long-term impact analysis are as follows:

1. All approaches to the study intersections would continue to operate acceptably except the eastbound approach to SR 828 at East Jennys Lane during the PM peak hour and the eastbound approach to SR 828 at Cottonwood Lane during the AM peak hour.
2. The addition of a dedicated right turn lane at SR 828 and Cottonwood Lane and the implementation of improvements along Cottonwood Lane associated with the implementation of the City of Fernley Master Plan would elevate operations to acceptable levels.
3. The project would not have a significant adverse impact on the surrounding transportation network.

Recommendations:

1. Construct Site Frontage Improvements to NDOT Standards to accommodate the master planned improvements for SR 828.
2. Construct dual site accesses at least 600 feet apart with dedicated left turn and right turn lanes to balance the need for meeting NDOT requirements while providing for access redundancy to enhance on-site circulation while expediting emergency vehicle response.

3.1.2 Water

Table 5 depicts the water demand calculation for Creekwood utilizing the City's formula found in Code Section 32.09.035 (3), with projected fully irrigated landscape.

The Water Needs Assessment indicates a water demand of 123.30-acre feet for the project. With the acquisition of the 42.87 acres at Creekwood, which includes 120-acre feet of water rights, the development will have adequate water supply to satisfy the requirements of the first phase. However, additional water rights will have to be acquired before commencing the final phase.

There is deemed to be sufficient system capacity with regards to groundwater and treatment plant capacity for the development. Creekwood shall be required to dedicate the necessary water rights to the City of Fernley necessary to serve the each final map. Any other necessary infrastructure improvements deemed necessary during the tentative map review process shall be completed to the satisfaction of the City of Fernley.

Use	Residential Lot Size Multi-Family (SF) or Number of Buildings	Total Area (SF)	MSF	Required Water Rights (AFA)/Per Unit	Required Water Rights (AFA)/MSF	Required Water Rights (AFA) Total	Total Water Usage (Acre-Feet)
Single Family (77 lots)	6,000			1.12		86.24	
Townhomes (132 Units)	2,000			0.23		30.36	
Residential Water Rights							116.60
Open Space (Full Irrigated)		26,789	27		0.25	6.70	6.70
Total Water Rights							123.30

Table 5 Water Rights Demand

3.1.3 Sewer

The sanitary sewer system will be a public gravity sewer collection system that will connect to existing City infrastructure just north of the property within Rainbow Lane.

The existing sewer system is deemed to have sufficient capacity to provide service as specified in the sewer pipe report completed by Shaw Engineering in April 2022.

3.1.4 Electricity

Electricity shall be provided by NV Energy, which has facilities available on Farm District Road. All new electrical lines within the project boundaries shall be placed underground.

3.1.5 Natural Gas

Gas shall be provided by Southwest Gas. Services are readily available within Farm District Road.

3.1.6 Telephone

Telephone shall be provided by AT&T. Services are readily available within Farm District Road. All new telephone lines within the project boundaries shall be placed underground.

3.1.7 Cable TV

Cable TV shall be provided by Charter/Spectrum Communications. Services are readily available within Farm District Road. All new Cable TV lines within the project boundaries shall be placed underground.

3.1.8 Storm Drainage

Creekwood is located within Zone X as identified by FEMA. The storm water runoff generated from developed services will be collected and routed to on-site retention ponds through gutters, catch basins and storm drains. As seen in the drainage map shown in Figure 30, there will be three retention ponds to be located in the central open space towards the north. All storm water runoff within the

[illegible]

45

3.2 Public Services

3.2.1 Fire Protection and Emergency Services

The Creekwood Commons is located within the Lyon County Fire Protection District and is nearest to North Lyon County Fire Department Station 62. This station is within two miles of the site which allows for an acceptable response time that is consistent with other developments along Farm District Road. In accordance with Nevada's amended code standards, there shall be internal fire suppression device(s) located on site.

3.2.2 Schools

Creekwood residents shall primarily be served by Cottonwood Elementary School, which is located 1.5 miles west on Farm District Road, Silverland Middle School, 0.4 miles east on Farm District Road, and Fernley High School, which is 4.0 miles away. There is an existing school bus service along Farm District Road provided by Lyon County School District. Creekwood Commons will work with Lyon County School District to determine if bus service could be provided inside of development.

Chapter 4 Conclusion

The Creekwood Commons will provide a high-quality mixed single-family residential community designed to alleviate current housing demand caused by Fernley's strategic physical location and proximity to northwestern Nevada's growing industrial and high-tech industries. This Planned Development Handbook will become a guiding document to create a pedestrian-oriented community with a sense of place that accommodates a cohesive and diverse environment.

The standards and regulations within this handbook are only meant to depict the general nature and intensity of development within The Creekwood Commons, and sufficient flexibility shall be allowed in order to accommodate slight alterations in the design due to detailed site conditions. In cases where this handbook does not specifically address a standard or subject, the Fernley Development Code in effect at the time shall prevail.

Appendix A: Legal Description

LEGAL DESCRIPTION:

The land referred to herein is situated in the State of Nevada, County of Lyon, described as follows:

TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.B.&M.

SECTION 20: All that portion of the E 1/2 of SW 1/4 lying North of T.C.I.D. Canal.

Appendix B: Plant Palette

The Creekwood Commons Plant Palette

Trees

BOTANICAL / COMMON NAME
ACER RUBRUM 'AUTUMN FLAME' AUTUMN FLAME RED MAPLE
AMELANCHIER UTAHENSIS UTAH SERVICEBERRY
AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE SERVICEBERRY
CRATAEGUS LAEVIGATA 'PAUL'S SCARLET' ENGLISH HAWTHORN
FRAXINUS PENNSYLVANICA 'AUTUMN PURPLE' AUTUMN PURPLE ASH
FRAXINUS PENNSYLVANICA 'MARSHALL'S SEEDLESS' MARSHALL'S SEEDLESS ASH
FRAXINUS PENNSYLVANICA 'PATMORE' PATMORE ASH
KOELREUTERIA PANICULATA 'ROSE LANTERN' ROSE LANTERN GOLDEN RAIN TREE
MALUS X 'PRAIRIFIRE' PRAIRIFIRE CRABAPPLE
MALUS X 'SPRING SNOW' SPRING SNOW CRABAPPLE
PRUNUS CERASIFERA 'NEWPORT' NEWPORT FLOWERING PLUM
PYRUS CALLERYANA 'GLEN'S FORM' TM CHANTICLEER PEAR
BOTANICAL / COMMON NAME
PICEA PUNGENS 'GLAUCA' COLORADO BLUE SPRUCE
PINUS STROBUS 'FASTIGIATA' PYRAMIDAL WHITE PINE

Shrubs

BOTANICAL / COMMON NAME
BAPTISIA X 'MIDNIGHT' TM MIDNIGHT PRAIRIEBLUES WILD INDIGO
ECHINACEA PALLIDA 'HULA DANCER' HULA DANCER PALE PURPLE CONEFLOWER
ECHINACEA PURPUREA 'FATAL ATTRACTION' FATAL ATTRACTION CONEFLOWER
ECHINACEA PURPUREA 'VIRGIN' VIRGIN CONEFLOWER
ERAGROSTIS SPECTABILIS PURPLE LOVEGRASS
MOLINIA CAERULEA ARUNDINACEA 'WINDSPIEL' WINDSPIEL MOOR GRASS
PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE' LITTLE SPIRE RUSSIAN SAGE
SALVIA NEMOROSA 'CRYSTAL BLUE' TM CRYSTAL BLUE COLOR SPIRES SAGE
SALVIA NEMOROSA 'MAINACHT' MAYNIGHT MEADOW SAGE
SCHIZACHYRIUM SCOPARIUM 'SMOKE SIGNAL' SMOKE SIGNAL LITTLE BLUESTEM
SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION' STANDING OVATION LITTLE BLUESTEM
SPOROBOLUS HETEROLEPIS PRAIRIE DROPSEED
STACHYS MONIERI 'HUMMELO' COMMON BETONY
THYMUS X 'RED CREEPING' RED CREEPING THYME
VERONICA LONGIFOLIA 'EVELINE' EVELINE SPEEDWELL

BOTANICAL / COMMON NAME
CORNUS SERICEA 'CARDINAL' CARDINAL RED-TWIG DOGWOOD
EUONYMUS KIAUTSCHOVICUS 'MANHATTAN' MANHATTAN EUONYMUS
JUNIPERUS X 'J.N SELECT BLUE' TM BLUE CARPET JUNIPER
PHILADELPHUS CORONARIUS SWEET MOCKORANGE
PHOTINIA X FRASERI 'COMPACTA' COMPACT PHOTINIA
ROSA MEIDILAND SERIES 'RED' RED MEIDILAND ROSE
ROSA MEIDILAND SERIES 'WHITE' WHITE MEIDILAND ROSE
SYRINGA VULGARIS 'ANGEL WHITE' ANGEL WHITE COMMON LILAC
SYRINGA VULGARIS 'MRS. ED HARDING' MRS. ED HARDING COMMON LILAC

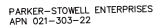
Grasses

BOTANICAL / COMMON NAME
CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' FEATHER REED GRASS
PANICUM VIRGATUM 'SHENANDOAH' SHENANDOAH SWITCH GRASS

Ground Covers

BOTANICAL / COMMON NAME
TURF SOD BLUEGRASS KENTUCKY BLUEGRASS
TURF SOD ENVIROTURF ENVIROTURF BLEND

Plotting name: C:\Users\yredfrazz\Backup\OneDrive - Phelps Engineering Services\Company\Entitlement Engineering\21203 - Creekwood\08 - CAD\Engineering\Sheets\Tentative Map\21203 - TENTATIVE MAP R1.dwg



CREEKWOOD GROUP, LLC
CARE OF RANDAL S. KUCKENMEISTER
3860 GS RICHARDS, BLVD
CARSON CITY, NV, 89703

VERTEX CREEKWOOD, LLC
LOVELAND, CO
MATT HURLEY
(720) 544-1820

PHELPS ENGINEERING SERVICES, LLC
 10651 PROFESSIONAL CIRCLE
 RENO, NV. 89521
 (775) 399-2200

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(775) 399-2200

CABLE TV	CHARTER SPECTRUM
ELECTRIC	NV ENERGY
GAS	SOUTHWEST GAS
SEWER	CITY OF FERNLEY
SOLID WASTE	WASTE MANAGEMENT
TELEPHONE	A.T.&T.
WATER	CITY OF FERNLEY

CHARTER SPECTRUM
NV ENERGY
SOUTHWEST GAS
CITY OF FERNLEY
WASTE MANAGEMENT
A.T.& T.
CITY OF FERNLEY

PROPERTY ADDRESS: 2195 FARM DISTRICT RD
ASSESSOR'S PARCEL: 021-303-20
PARCEL SIZE: 42.87 AC
NUMBER OF LOTS: 209
TYPICAL LOT SIZE: SFR MIN 6,000 SF LOT SIZE. MDF MIN 1,625 SF LOT SIZE.
ZONING: SF20
PROPOSED DENSITY: 4.88 DU/AC
LEGAL DESCRIPTION: 7.41 AC AND REFERRED TO HEREIN IS SITUATED IN THE
STATE OF NEVADA, COUNTY OF LYON, DESCRIBED AS FOLLOWS: TOWNSHIP
NORTH, RANGE 25 EAST, M.D.B. 8N, SECTION 20, ALL THAT PORTION OF THE
OF SW¼ LYING NORTH OF T.C.I.D. CANAL.

THE BASIS OF BEARING FOR THIS MAP IS THE NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83/94 OBTAINED BY GPS OBSERVATIONS. COMBINED SCALE FACTOR 1.000269496.

"I HEREBY AFFIRM THAT THIS TENTATIVE MAP FOR THE CREEKWOOD COMMONS WERE PREPARED UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH ALL APPLICABLE CITY OF FERNLEY AND STATE OF NEVADA STANDARDS AND STATUTES, RESPECTIVELY; AND THAT I AM FULLY RESPONSIBLE FOR ALL DESIGN AND REVISIONS TO SAID PLANS".

RICHARD A. PEDRAZA, PSM/PLS
PROFESSIONAL LAND SURVEYOR
STATE OF NEVADA LICENSE NO. 21076
PHELPS ENGINEERING SERVICES

1 OF 5	TITLE SHEET
2 OF 5	HORIZONTAL CONTROL
3 OF 5	HORIZONTAL CONTROL
4 OF 5	HORIZONTAL CONTROL
5 OF 5	HORIZONTAL CONTROL

RIGHT OF WAY.....	9.6 ACRES
OUTLOTS (COMMON AREAS).....	17.2 ACRES
LOTS.....	16.06 ACRES

SITE TOTAL.....	42.87 ACRES

1	REVISE PER CITY COMMENTS	10-19-23	RAP
1	REVIEWS	DATE	BY



SCALE: AS SHOWN
DESIGNED BY: JJP
DRAWN BY: ZJD
CHECKED BY: LEP

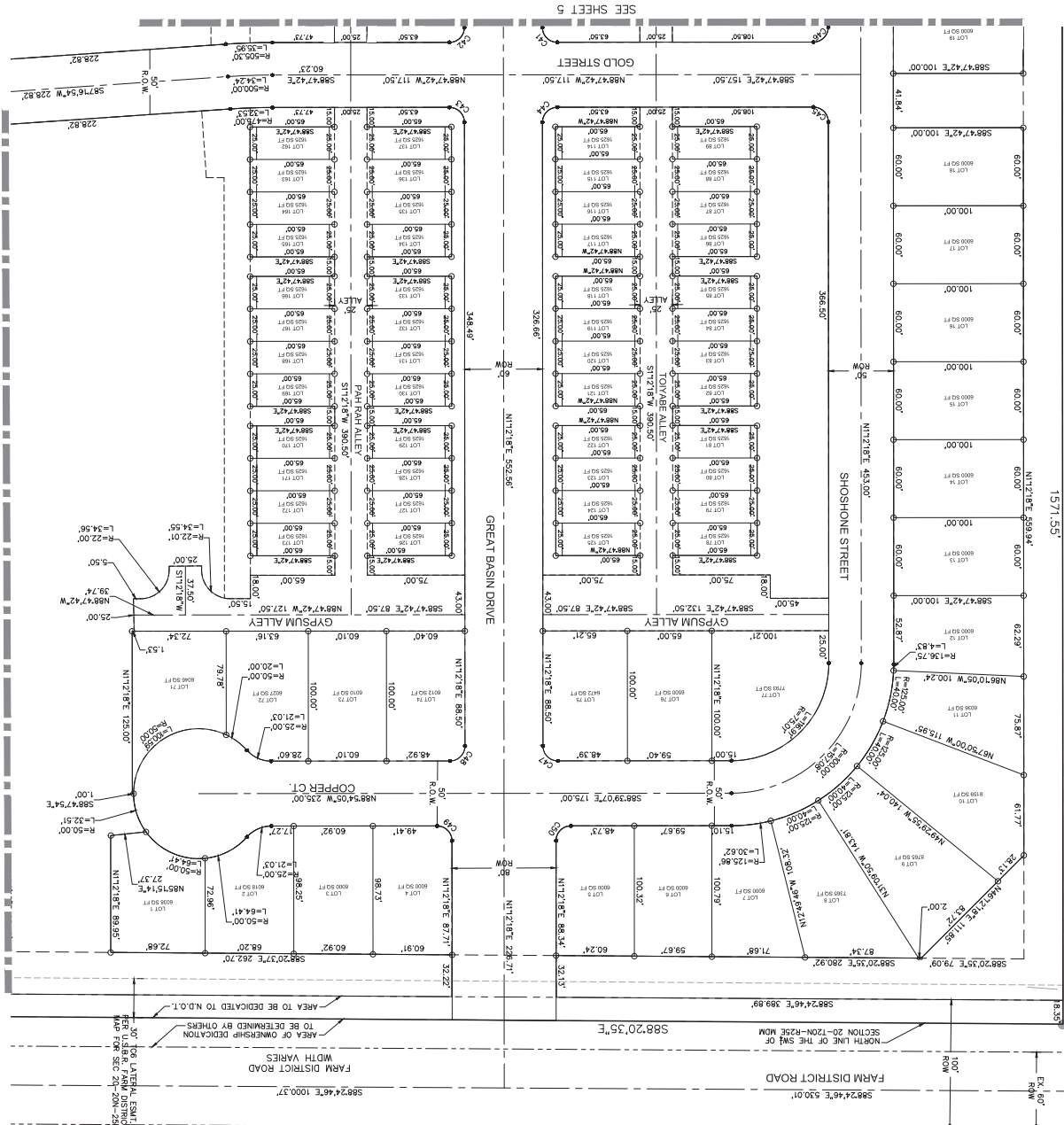
HORIZONTAL CONTROL PLAN
TENTATIVE MAP
TITLE SHEET

CREEKWOOD COMMONS
FERNLEY, NV

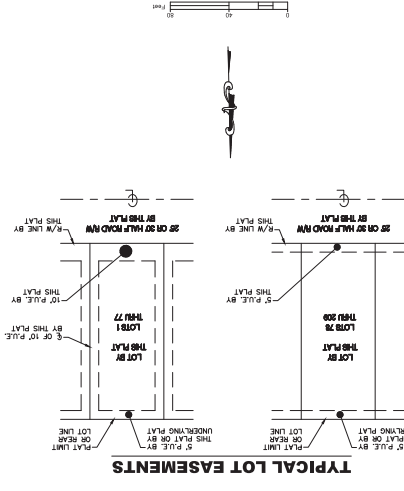
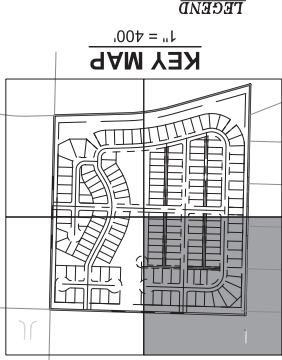
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P.U.E. NOTE

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KEY MAP

2 OF 5

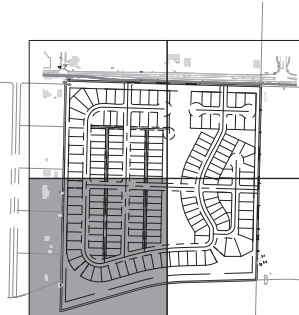
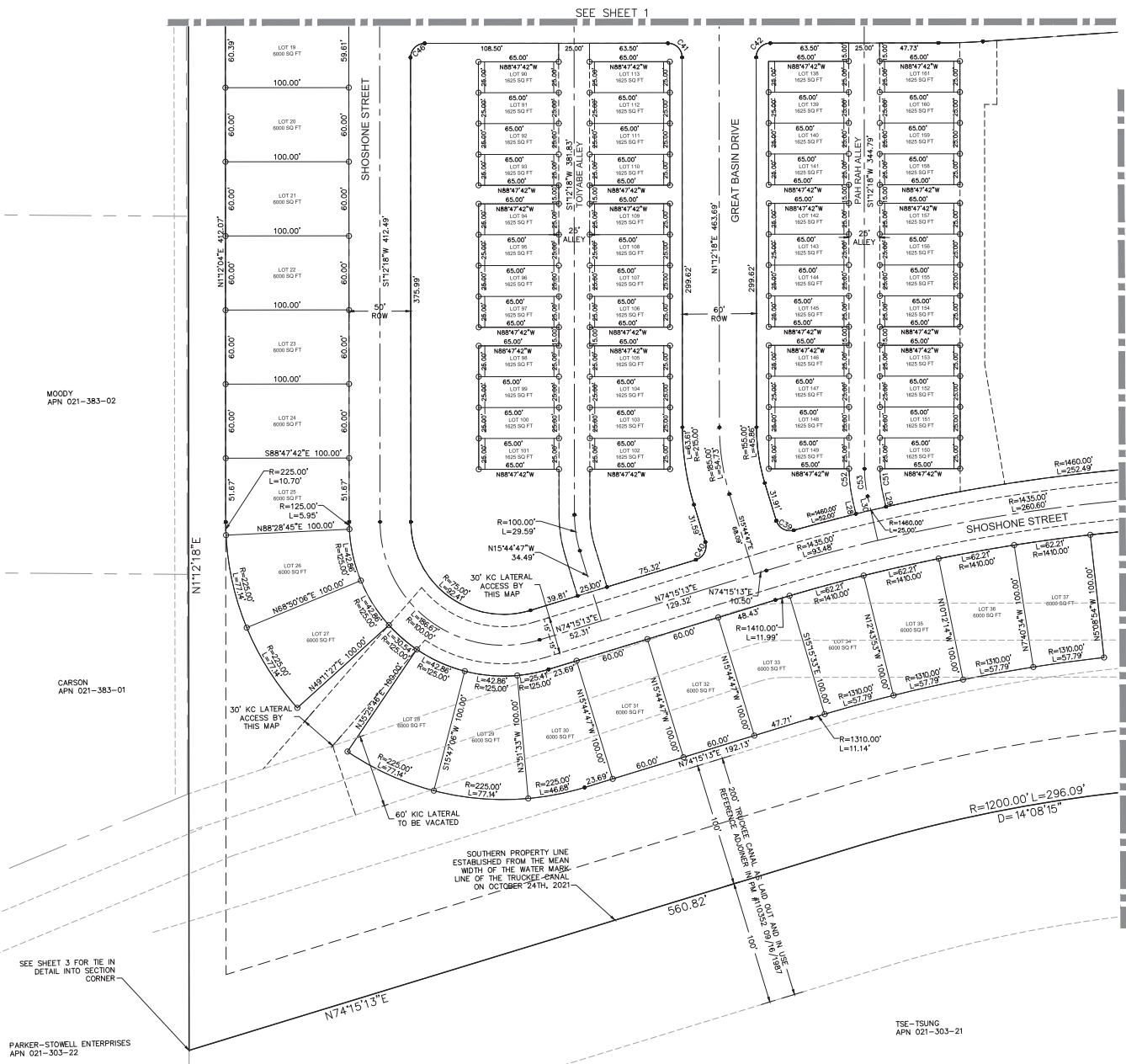
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CREEKWOOD COMMONS
FERNLEY, NV

HORIZONTAL CONTROL PLAN TENTATIVE MAP

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DRAWN BY:	ZJD
CHECKED BY:	LEP

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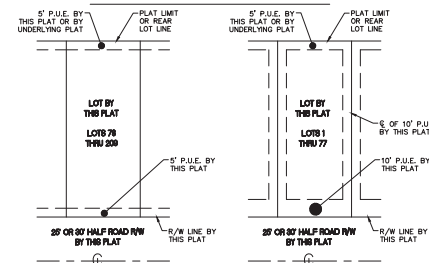


KEY MAP
1" = 400'

LEGEND

- LEGEND**
-  **RIGHT OF WAY (DEDICATED TO THE CITY OF FERNLEY)**
-  **EXISTING RIGHT OF WAY**
-  **PROPERTY LINE**
-  **EXISTING PROPERTY LINE**
-  **LOT LINE**
-  **EASEMENT LINE (SEE DESCRIPTION)**
-  **FOUND NAIL & DISC (AS NOTED)**
-  **SET STORM ON TOP OF CURB ON THE FRONT SIDE OF THE PROPERTY AT RIGHT OF WAY**
-  **SET STORM TAGS 1956 ON NAIL AND TAGS 1956 ON INTERIOR CORNER**
-  **SECTION CORNER**
-  **SECTION 1/4 CORNER**
-  **CONTIGUOUS NUMBER**
-  **ADJACENT NUMBER**
-  **IRRIGATION DRAIN EASEMENT**
-  **RIGHT OF WAY EASEMENT**
-  **SECTION MAP**
-  **SECTION CORNER**
-  **IRRIGATION DISTRICT**

TYPICAL LOT EASEMENTS



P.U.E. NOTE

ALL PUBLIC UTILITY EASEMENTS SHOWN AND NOTED HEREON SHALL INCLUDE THE USE FOR INSTALLATION AND MAINTENANCE OF CABLE TELEVISION FACILITIES, SOUTHWEST GAS, CITY WATER FACILITIES, CITY SEWER FACILITIES, AND CITY STORM DRAIN FACILITIES.

Creekwood Commons

...a proposed single-family residential development serving Fernley, Nevada.

Traffic Impact Study

**Prepared by Phelps
Engineering Services Inc.**

10651 Professional Circle, Suite A
Reno, Nevada 89521
Tel: 303-298-1644

June 13, 2023





21203
Creekwood Commons Residential
Development Fernley, NV

Traffic Impact Report
June 13, 2023



6/2/23

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Note: Planning Staff omitted Appendix B and C from this packet for the sake of brevity. These appendices contain the data used to draft the analysis and recommendations within the report. The entire 111-page report is part of public record and may be obtained by contacting the Fernley City Clerk. Please reference case number PD22001 or TSM23002 to assist them with locating the document.

1.0 Introduction

Creekwood Group, LLC proposes development of the Creekwood Commons Residential Development project on the south side of State Route 828 (Farm District Road) between Brown Lane to the west and Jessica Lane to the east in the City of Fernley, Nevada.

The project consists of a total of 209 housing units including 77 detached single-family units and 132 townhome units. The units are arranged to accommodate open space which includes a central park and on-site pathways. Such an open space arrangement would encourage multi-modal (pedestrian, equestrian, bicycle, transit, vehicle, etc.) trip making, promote healthy lifestyles, preserve the environment, and address the nation's chronic housing shortage. While a combination of single-family detached and single-family attached (townhome) housing would typically have lower trip generating characteristics than an exclusive single-family detached housing land use, the Single-Family Detached Land Use (ITE Land Use Code 210) was used for purposes of projecting the Trip Generation. Therefore, the analysis is conservative. Additionally, the inclusion of pedestrian pathways would not only reduce vehicle trip making, but it would also promote healthy lifestyles.

1.1 Purpose and Scope of this Report

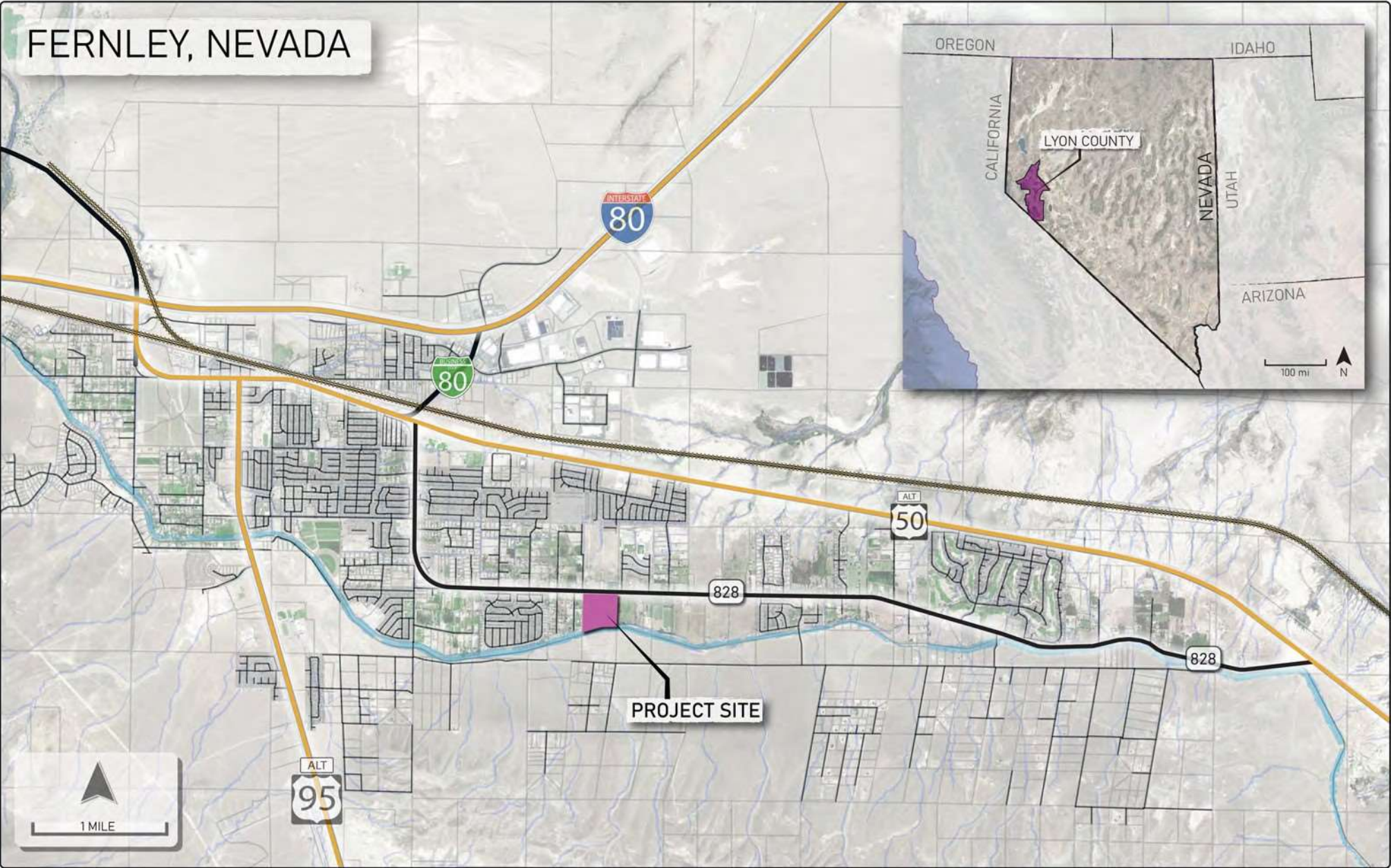
The purpose of this *Traffic Impact Report* is to communicate to the City of Fernley and the Nevada Department of Transportation (NDOT) the near-term and long-term impacts of the project on the six study intersections based on a comparison of the with and without-project operational analysis results. The analysis was conducted using Synchro Version 11 based on *Highway Capacity Manual Sixth Edition (2016)* methodologies. These are the latest software and manual editions available at the time of this study.

The scope of this report includes a discussion of the regional setting, the site plan and land use composition, the existing site and zoning amendment, the traffic study parameters including analysis intersections and study scenarios, the methodology existing setting, the projected trip generation, the near-term impact analysis, the long-term impact analysis, conclusions, and recommendations, and a preliminary Vehicle Miles Traveled (VMT) analysis. Brochures providing photographic representation of some of the key elements of the study are included in Appendix A. The numeric analysis including the progressive traffic volumes at the study intersections; trip generation, distribution, and assignment calculations; and crash, turn lane, and signal warrant analyses are included in Appendix B. The Level of Service (LOS) worksheets are included in Appendix C.

1.2 Regional Setting

Figure 1: Regional and Vicinity Maps identify the project's location within the State of Nevada and the City of Fernley. The project is located approximately 35 miles northeast

FIGURE 1: REGIONAL AND VICINITY MAPS



of Reno within the geographic boundaries of Lyon County. The nearest freeway interchange is Business Route 80 at Interstate 80. Business Route 80 transitions to State Route 828 south of the Roundabout with East Main Street and US Highway 50 (Lincoln Highway).

1.3 Site Plan and Land Use Composition

Figure 2: Site Plan shows the layout of the proposed development including the relative locations of the residential and open space elements. Site access is proposed via two accesses on to State Route 828 to the north and one access to a future extension of Rainbow Lane to the east.

The site encompasses 42.87 acres. The land use breakdown of the 42-acre site is 11.25 acres (26%) of single-family detached housing, 4.96 acres (12%) of single-family attached housing, 7.15 acres (16%) of public right-of-way, 1.65 acres (4%) of alley way, 17.05 acres (40%) of open space and common areas, and 0.84 acres (2%) of parking lots.

An on-site trail network would connect to a proposed trail along Farm District Road to the north and a proposed trail along the Truckee Carson Irrigation District (TCID) Canal to the south. The inclusion of the on-site trail network and its associated connections with the off-site networks would encourage multi-modal activity (walking, bicycling, etc.), thereby promoting healthy lifestyles. On-site roadways would include four-foot-wide sidewalks on both sides of the on-site streets as an additional measure to encourage multi-modal activity and healthy lifestyles, thereby capitalizing on the “complete streets” concept.

The State Route 828 (Farm District Road) streetscape to the north would include a divided roadway with a landscaped median and a landscape greenbelt along the project site frontage to enhance the aesthetic appeal of the roadway while reducing noise. The proposed Creekwood Commons project is designed for a “seamless integration” into the surrounding environment while serving as an “extension to this proposed streetscape”.

1.4 Existing Site and Proposed Zoning Amendment

The existing site within the East Development Area of the City of Fernley is agricultural land on APN 21-303-20. State Route 828 (Farm District Road) borders to the north. The Truckee Carson Irrigation District (TCID) Canal borders the south. Jessica Lane borders to the east. Brown Lane borders to the west.

The *City of Fernley Comprehensive Land Use Map* dated August 2018 identifies the proposed land use designation as Single-Family Residential (SFR) and the current zoning as SF20 (on residential dwelling unit per 20,000 square feet or approximately 0.46 acres, thereby correlating to a maximum density of approximately 2.2 residential dwelling units per acre). This density is insufficient to accommodate the proposed land use configuration, specifically the number of single-family dwelling units. Therefore,

FIGURE 2: SITE PLAN



associated with the development proposal is an amendment to the zoning from SF20 to allow up to 4.88 dwelling units per acre to accommodate the proposed 209 dwelling units.

The land use designation is Single-Family Residential (SFR). This SFR designation is independent of the land use allocation. Although the actual density of 209 dwelling units over just the 31-acre residential and right-of-way portion correlates to a density of 5.8 dwelling units per acre, the overall density including both the residential/right-of-way and open space components (totaling 42 acres) is 4.88 dwelling units per acre. The total site area of 42 acres is used for purposes of zoning. While the introduction of higher-density residential development within a lower-density area can occasionally generate some opposition to residents fearful of change, such an amendment to the zoning to allow for an increase in the density of residential units is essential for addressing the nationwide housing crisis. Specifically, the *Housing Needs Assessment – Churchill County, Nevada* dated September 11, 2021, underscores the severe housing shortage in nearby Churchill County escalated by a lack of new residential construction over the past decade, thereby underscoring the need to aggressively remove the barriers to residential construction. While attached townhome units have a higher relative density than standard residential units, the inclusion of open space increases the political appeal of the neighborhood to surrounding residents. Specifically, such residents perceive the open space as actually reducing the density while preserving more of the environment.

1.5 Scope of the Traffic Impact Study

The proposed scope entails assessing the multi-modal (vehicle, bicycle, pedestrian, equestrian, transit, etc.) transportation impacts of the proposed development on the analysis intersections identified in Table 1 during the study scenarios identified in Table 2 for both the AM (7:00 to 9:00) and PM (4:00 to 6:00) peak hours. The peak hours are defined as the busiest four-consecutive 15-minute intervals during these respective timeframes based on actual turning movement counts conducted in the field.

Table 1: Analysis Intersections

No	North-South Roadway	East-West Roadway
1	BR 80-SR 828	East Main Street/US-50A
2	SR 828	Shadow Lane
3	SR 828	East Jenny's Lane
4	SR 828	Cottonwood Lane
5	North Jenny's Lane	SR 828
6	Site Access	SR 828

Intersection No. 1 (East Main Street/US-50A) is a single-lane yield-controlled roundabout just south of the Union Pacific Railroad (UPRR) Tracks. Yield on Entry and dedicated Right Turn Yield on Entry lanes exist on all approaches. Continental Crosswalks cross the splitter islands on all four approaches. This roundabout is slated for upgrades in the *Draft City of Fernley Transportation Master Plan* that was presented to the Fernley City Council in June 2020. During the Wednesday, November 17, 2021, field investigation,

considerable congestion at the roundabout itself and queuing more than a quarter mile on the southbound and eastbound approaches was noted during the PM peak hour. The future extension of Nevada Pacific Parkway from its current terminus north of the railroad tracks south to US-50A is projected to provide congestion relief at the roundabout by reducing traffic volumes in the vicinity of the roundabout by approximately 30 percent.

The remaining intersections are un-signalized stop controlled.

Intersection No. 2 (Shadow Lane) contains dedicated northbound and southbound left turn lanes and Continental Crosswalks across the north and south legs.

Intersection No. 3 (East Jenny's Lane) contains dedicated northbound and southbound left turn lanes and Continental Crosswalks across the north and south legs.

Intersection No. 4 (Cottonwood Lane) contains a dedicated northbound left turn lane, a dedicated southbound right turn lane, a Continental Crosswalk across the south leg, and a Continental Crosswalk across the west leg at the eastern entrance to Cottonwood Elementary School.

Intersection No. 5 (North Jenny's Lane) contains dedicated southbound left and eastbound left turn lanes and Continental Crosswalks across the north and east legs.

The Level of Service (LOS) analysis explores improvement options for those intersections that fall at or below the Nevada Department of Transportation (NDOT) LOS Standard of D or better.

Table 2: Study Scenarios

No	Description
A	Near-Term
B	Near-Term Plus Project
C	Long-Term
D	Long-Term Plus Project

Appendix A shows the photo brochures including existing conditions, a sample access management strategy, and selected roundabouts.

Appendix B shows the numeric analysis consisting of the generation, distribution, and assignment of development trips; and the calculation of the intersection volumes for each of the four scenarios identified above along with a crash analysis, turn lane warrant analysis, and signal warrant analysis.

Appendix C shows the worksheets from the Synchro analysis that was conducted at each of the six intersections under the four scenarios identified above during the AM and PM peak hours.

2.0 Methodology

The scope entailed conducting capacity evaluations at six study intersections using Level of Service (LOS) based on *Highway Capacity Manual 6th Edition* methodologies. Level of Service is a qualitative measure describing operating conditions at intersections and their perception by intersection users.

Table 3 defines the intersection capacity evaluation criteria at un-signalized intersections by LOS designation as a function of delay along with a narrative description of each designation.

Table 3: Capacity at Un-Signalized Intersections

Designation	Delay (Seconds per Vehicle)	Description
A	0-10	Long, frequent gaps
B	10-15	Shorter, less frequent gaps, no more than 1 vehicle in queue
C	15-25	Less frequent gaps, 2 vehicles in queue
D	25-35	Less frequent gaps, 3 vehicles in queue
E	35-50	Less frequent gaps, 3 or more vehicles in queue
F	50+	Excessive delays waiting for suitable gaps, longer queues

Source: Transportation Research Board, *Highway Capacity Manual 6th Edition*

Table 4 defines the intersection capacity evaluation criteria at signalized intersections by LOS designation as a function of delay along with a narrative description of each designation.

Table 4: Capacity at Signalized Intersections

Designation	Delay (Seconds per Vehicle)	Description
A	0-10	Some slowing on green, but most vehicles do not stop
B	10-20	Some vehicles stop, but most do not
C	20-35	More vehicles stop, but many still pass through without stopping
D	35-55	Most vehicles stop
E	55-80	Almost all vehicles stop, but can clear the intersection within one cycle
F	80+	All vehicles stop, and some may not be able to clear the intersection within one cycle

Source: Transportation Research Board, *Highway Capacity Manual 6th Edition*

According to the City of Fernley and the Nevada Department of Transportation, the Level of Service Standard is “D” or better. When operational analyses were conducted showing results falling below this standard, measures were recommended to elevate operations to acceptable levels.

3.0 Existing Setting

The existing transportation system and topographical conditions were evaluated by studying satellite imagery and conducting a field investigation of the site and the study area on Tuesday, October 19, 2021. This was followed by a low-level field investigation conducted on Wednesday, November 17, 2021.

Figure 3: Existing Setting defines the existing roadways, lane configurations, and intersection geometrics.

Table 5 describes the key roadways within the existing setting.

Table 3: Existing Setting: Key Roadways

Roadway	Divided or Un-Divided	Lanes	Posted Speed	Functional Classification
Alt US-50 East of Business Route 80 (BR 80)	Divided	4	65	Principal Arterial
Business Route 80 (BR 80)	Divided	2	55	Minor Arterial
Main St (SR 427, Alt US-50) West of BR 80 and SR 828	Divided	4	55	Minor Arterial
State Route 828 (West of North Jenny's Lane)	Divided	2	35	Minor Arterial
State Route 828 (East of North Jenny's Lane)	Un-Divided	3	55	Minor Arterial
Shadow Lane	Un-Divided	2	25	Minor Collector
East Jenny's Lane	Un-Divided	2	25	Minor Collector
Cottonwood Lane	Un-Divided	2	25	Minor Collector
North Jenny's Lane	Un-Divided	2	25	Minor Collector
South Jenny's Lane	Divided	2	25	Minor Collector

Source: City of Fernley Comprehensive Master Plan (August 2018)

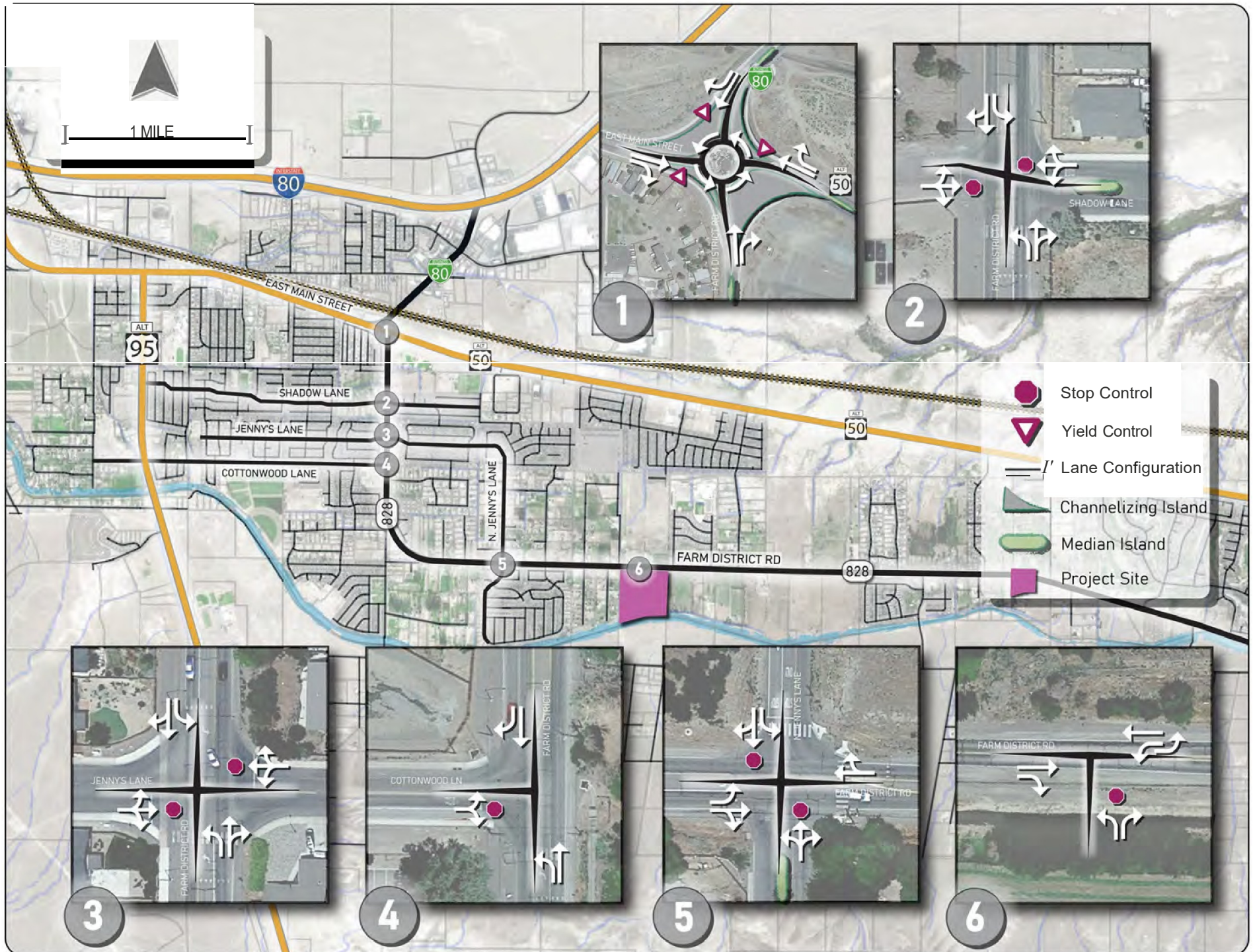
Source: Nevada DOT Roadway Functional Classification, Fernley, Lyon County, Nevada (2017)

State Route 828 west of Farm District Road includes streetlighting and Class I (Trail) Bicycle Facilities on the west side of the street.

State Route 828/Farm District Road includes a wide gravel shoulder on the south side of the street along the site frontage to accommodate future widening which would include a greenbelt to accommodate a network of meandering asphalt trails. A paved pathway currently exists out to Rainbow Lane.

Cottonwood Lane includes Class II (Lane) Bicycle Facilities on both the north and south sides of the street.

FIGURE 3: EXISTING SETTING



4.0 Near-Term Impact Analysis

The Near-Term Impact Analysis was conducted to assess the impact of the project relative to existing conditions by adding the project volumes to the existing volumes (volumes without project) for each of the 6 intersections, calculating the Level of Service (LOS) for with and without-project conditions based on the methodology described in Section 2, and conducting a side-by-side comparison of intersection operations. Calculating the project volumes entailed determining the number of vehicle trips generated by the project (trip generation), evaluating how the trips would disperse throughout the study area (trip distribution), and assigning the trips to individual turning movements at each of the six study intersections (trip assignment).

4.1 Volumes without Project

Figure 4: Near-Term Volumes shows the AM (7:00 to 9:00) and PM (4:00 to 6:00) peak hour traffic volumes based on the busiest four consecutive fifteen-minute intervals during these timeframes. These volumes were obtained on Tuesday, January 4, 2022, from National Data and Surveying, and are shown in tabular form in Appendix B.

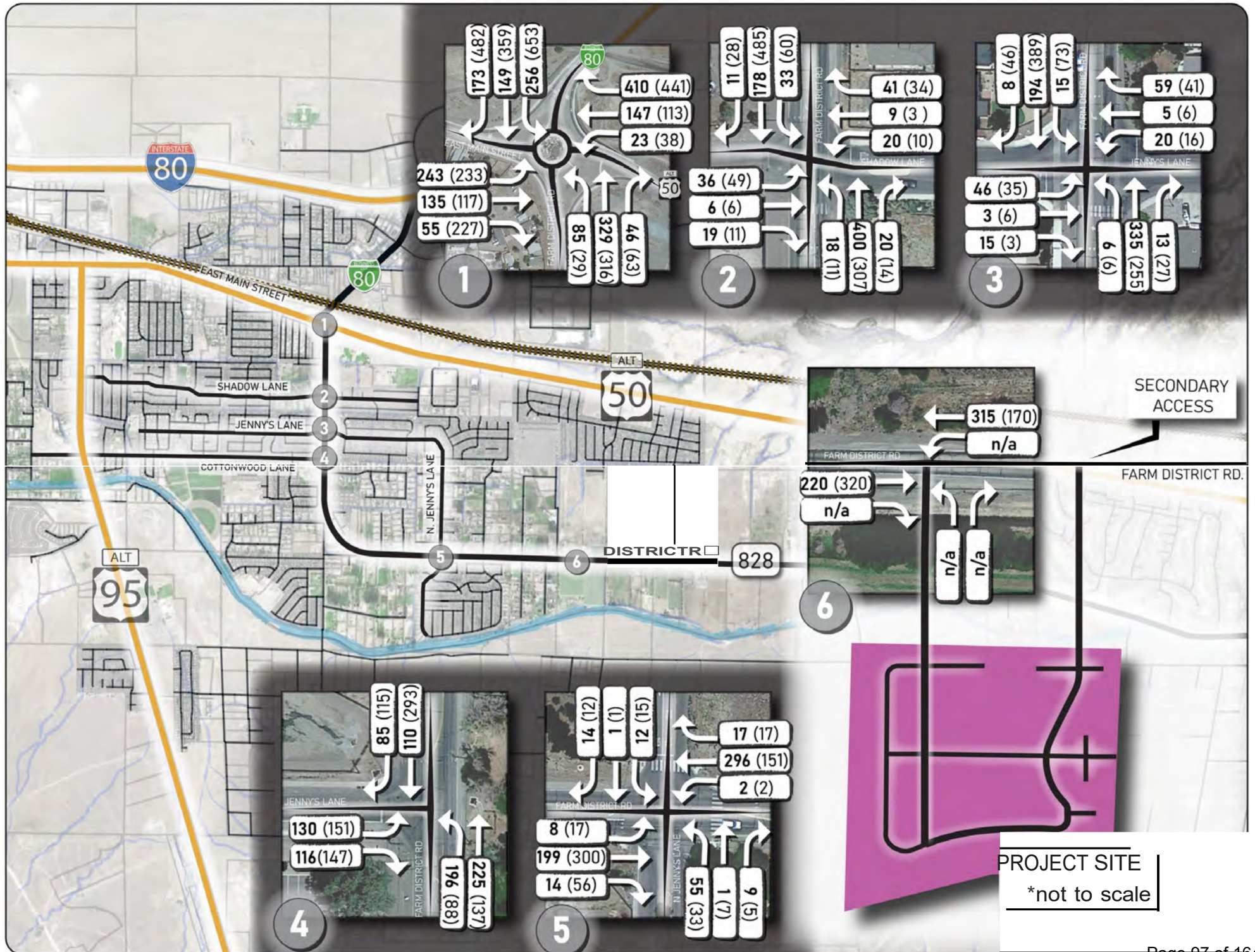
The Nevada Department of Transportation (NDOT) made crash data available for Intersections 1 (Main St-US-50A), 2 (Shadow Lane), 3 (East Jenny's Lane), 4 (Cottonwood Lane), and 5 (North Jenny's Lane) along State Route 828 for Calendar Years 2017, 2018, and 2019. Severity, Type, and Cause Analyses were conducted, and rates were calculated based on Million Entering Vehicles per year (MEV). Injury crashes were reported at Intersections 1, 2, and 5 with the crashes at the remaining intersections being limited to Property Damage Only (PDO). Predominant crash types were Rear-End at Intersection No. 1, and Angle at the remaining intersections. Predominant causes were Following Too Closely at Intersection No. 1 and Failure to Yield the Right of Way at the remaining intersections. Rates ranged from 0.303 per MEV at Intersection No. 3 to 0.535 per MEV at Intersection No. 1. While rates less than 1 indicate satisfactory operations, the City of Fernley and NDOT may want to explore grant funding options for redesigning and reconstructing the roundabout to modern FHWA standards per the brochures in Appendix A to reduce the number of rear-end crashes. For more details on the crash analysis, see Appendix B.

4.2 Trip Generation

A vehicle trip is defined as a trip whose primary purpose is to visit the site. Such trips include resident, guest, service, and delivery, among other types.

Trip generation was calculated based on rates published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition (2021)*. Specifically, the number of trips was projected by multiplying the rates by an individual independent variable quantity. For example, calculating the total weekday trips for the Single-Family Detached Housing Land Use (ITE Land Use Code 210) based on 209 Dwelling Units entails multiplying the independent variable quantity of 209 Dwelling Units by the rate of 9.43 Trips per Dwelling

Figure 4: Near-Term Traffic Volumes



Unit to yield 1,971 Weekday Trips.

Table 6 shows the results of the trip generation analysis based on the Single-Family Detached Housing Land Use. Rates and trips are shown in more detail in **Appendix B**.

Table 6: Trip Generation

Description	Weekday	AM Peak Hour			PM Peak Hour		
	Total	Enter	Exit	Total	Enter	Exit	Total
Single-Family Detached Housing (210) based on 209 Dwelling Units							
Rates	9.43	0.18	0.52	0.70	0.59	0.35	0.94
Trips	1971	38	109	146	123	73	196

Source: Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 11th Edition (2021)

According to Table 6, the project would generate 1,971 vehicle trips during an average weekday, 146 vehicle trips during the AM peak hour, and 196 vehicle trips during the PM peak hour.

4.3 Trip Distribution

Two trip distribution analyses were conducted to evaluate how the trips would disperse throughout the study area between the project and the five gates (points of entry to or exit from the study network). The first was a near-term analysis based on the near-term roadway network as discussed in this section. The second was a long-term analysis, discussed in the next section, based on 5-year, 10-year, and 20-year improvements/additions to the transportation network as indicated in the *Draft Transportation Master Plan* presented to the Fernley City Council on June 3, 2020.

The near-term trip distribution percentages were determined based on the following assumptions:

1. The trips would be characteristic of residential trips in general, namely strong familiarity with the local transportation network and attracted to local services. Such services would include, but are not limited to, shopping centers, grocery stores, schools, employment, parks, and recreation.
2. Primary retail opportunities are located to the north within downtown, along Main Street, and near the interchanges with I-80 with the most preferred routes branching off Farm District Road to the west of the project.
3. Primary educational opportunities are located near SR 828 at Cottonwood to the northwest, US-95A to the southwest, and the junction of Business Route 50 and Farm District Road to the east.
4. Primary employment opportunities are located within downtown, in the hospitality and industrial developments along Main Street and the I-80 corridor through town, and along I-80 to the west including the Greater Reno/Sparks population center.

5. Primary recreation opportunities include the parks to the north and the Pyramid Lake Recreation Area to the northwest.

Appendix B provides further elaboration on the trip distribution analysis including the gate (points of entry to or from the study network) percentages for each of the three distinct analyses.

4.4 Trip Assignment

Trip assignment is calculated by multiplying the trip generation values from Table 6 by the trip distribution percentages described above. The resulting trip assignment values are proportioned among each of the gates and assigned to individual turning movements at each of the study intersections.

Figure 5: Near-Term Trip Distribution shows the near-term trip distribution percentages for each of the gates (points of entry to or exit from the study network).

Figure 6: Near-Term Trip Assignment shows the trip assignment values for individual turning movements at each of the analysis intersections.

These percentages and values are shown in tabular form in **Appendix B**.

4.5 Volumes with Project

Figure 7: Near-Term Plus Project Volumes shows the with-project traffic volumes at each of the study intersections by adding the Figure 6 trip assignment volumes to the Figure 4 existing traffic volumes.

The need for turn lanes was evaluated at the two site access intersections at SR 828 to the north under near-term conditions. These two site accesses would be located approximately 600 feet apart to balance the needs for complying with NDOT Access Management requirements and providing redundancy within the on-site transportation network. The need for left-turn (Table 4-12) and right-turn (Table 4-16) lanes was evaluated based on the respective tables in the NDOT Access Management System and Standards dated 2017. According to analysis, left turn and right turn lanes are warranted at both accesses under near-term conditions, and are therefore recommended. For more information on the turn lane warrant analysis, see Appendix B.

The need for signalization was evaluated at the two site access intersections at SR 828 to the north under near-term conditions based on the Peak Hour Warrant in the Manual on Uniform Traffic Control Devices (MUTCD) Figure 4C-4. According to the analysis, signals are not warranted at either intersection; Therefore, signalization is not projected to be needed under near-term conditions. For more information on the signal warrant analysis, see Appendix B.

FIGURE 5: NEAR-TERM TRIP DISTRIBUTION

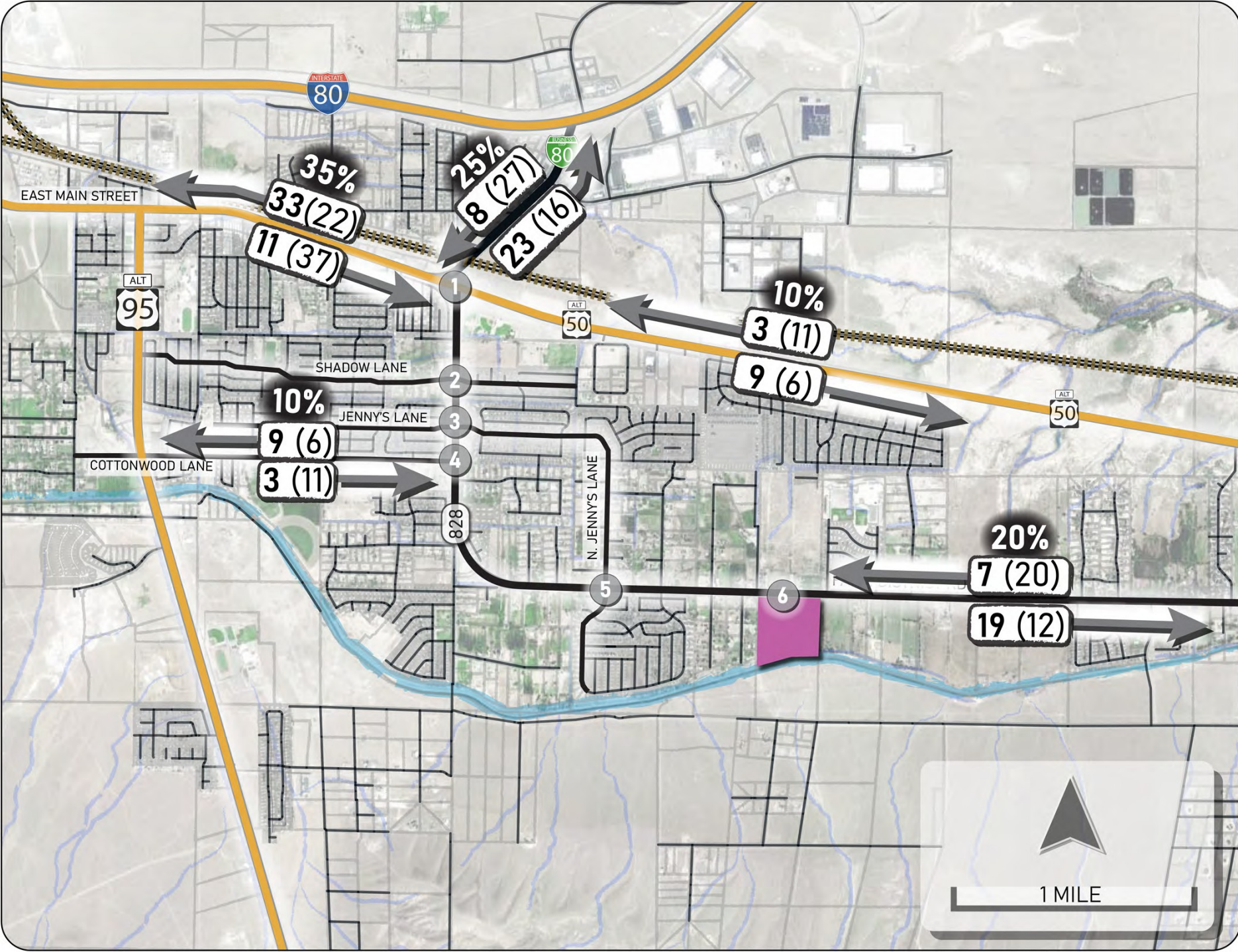


FIGURE 6: NEAR-TERM TRIP ASSIGNMENT

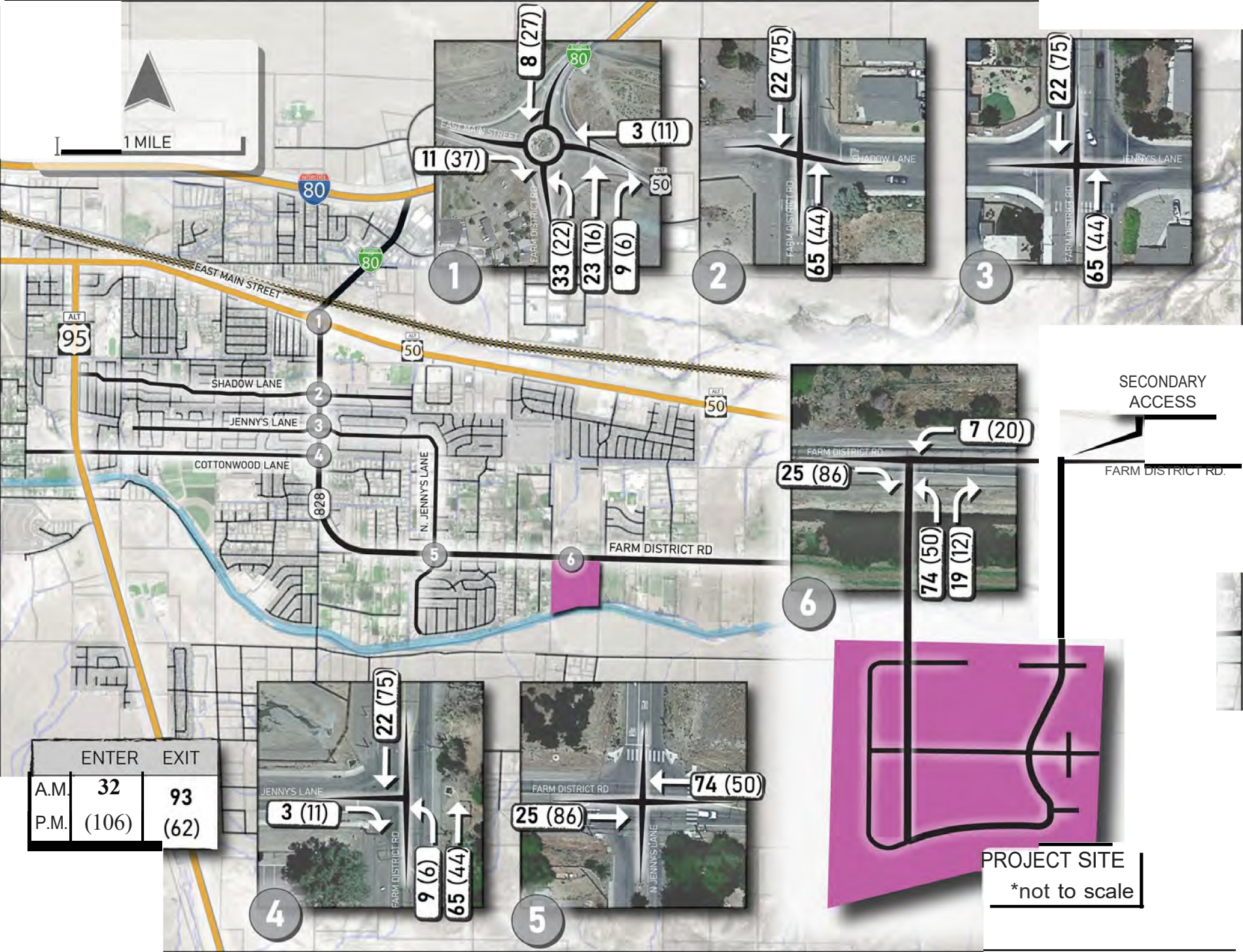
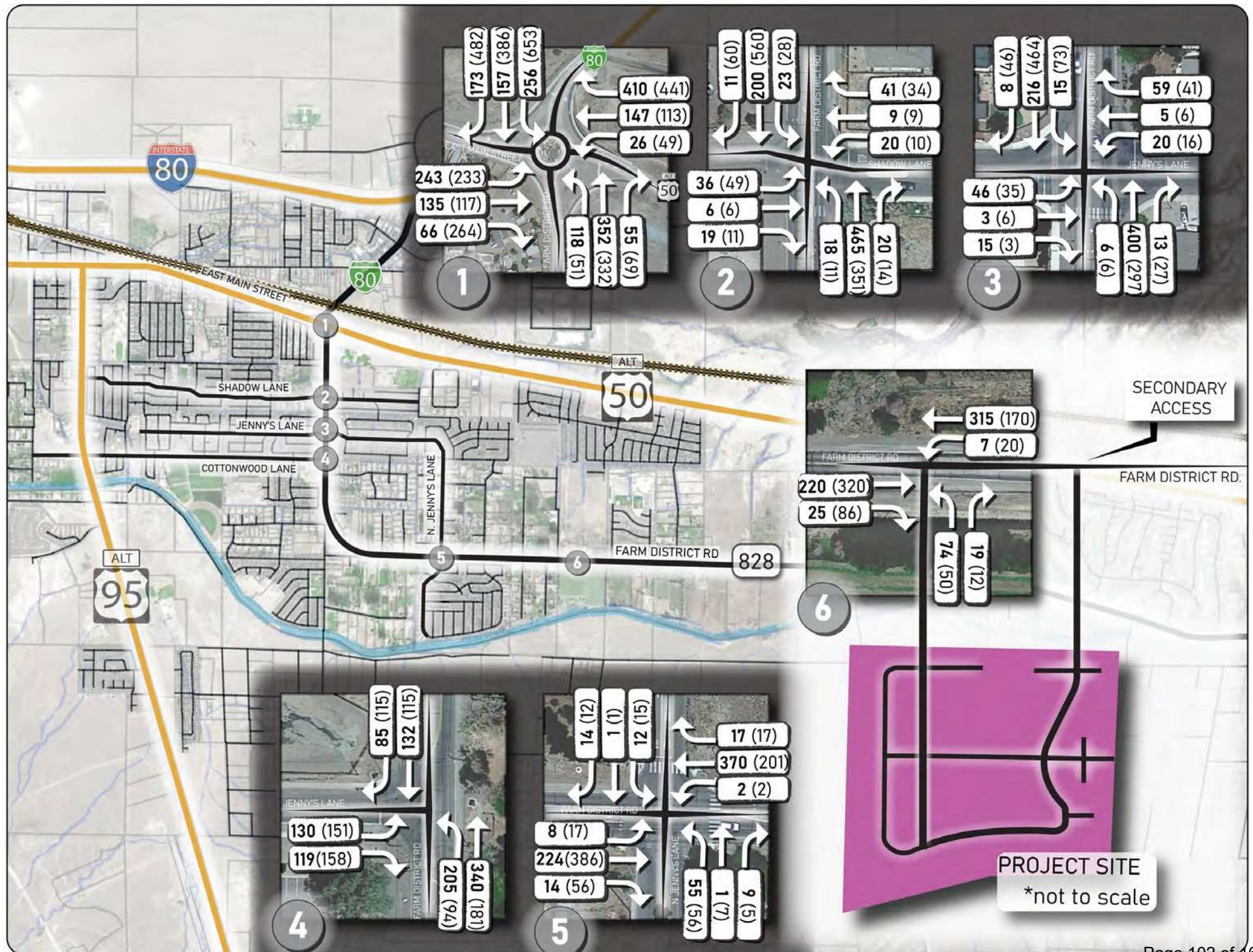


Figure 7: Near-Term Plus Project Traffic Volumes



4.6 Impact on Existing Intersection Operations

Appendices C-1 (AM) and **C-2 (PM)** contain the calculation reports for near-term intersection operations without the project. **Appendices C-3 (AM)** and **C-4 (PM)** contain the calculation reports for near-term intersection operations with the project. These calculations are based on the *Highway Capacity Manual* methodology described in Section 2.

Peak Hour Factors are based on the actual intersection counts.

Table 7 shows the near-term impact of the project on the study intersections.

Table 7: Near-Term Project Impact on Intersection Operations

	Without Project		With Project	
	AM	PM	AM	PM
1: BR 80-SR 828 at Main St – US-50A	A 8.7 (EB)	C 24.4 (EB)	A 8.7 (EB)	D 25.9 (EB)
	A 2.5 (WB)	A 1.9 (WB)	A 2.8 (WB)	A 2.1 (WB)
	C 15.0 (NB)	D 28.4 (NB)	C 18.3 (NB)	E 36.7 (NB)
	A 5.5 (SB)	C 22.2 (SB)	A 6.0 (SB)	D 30.3 (SB)
2: SR 828 at Shadow Lane	C 19.7 (EB)	D 28.5 (EB)	C 23.2 (EB)	D 33.0 (EB)
	C 16.5 (WB)	B 14.6 (WB)	C 18.7 (WB)	C 17.0 (WB)
3: SR 828 at East Jenny's Lane	C 19.3 (EB)	C 23.5 (EB)	C 22.8 (EB)	D 28.8 (EB)
	B 14.2 (WB)	B 14.6 (WB)	C 15.9 (WB)	C 16.4 (WB)
4: SR 828 at Cottonwood Lane	D 34.4 (EB)	C 24.7 (EB)	F 52.6 (EB)	C 17.7 (EB)
5: North Jenny's Lane at SR 828	C 18.3 (NB)	B 14.1 (NB)	C 22.4 (NB)	C 17.9 (NB)
	B 13.4 (SB)	B 11.9 (SB)	C 15.1 (SB)	B 13.4 (SB)
6: Site Access at SR 828	--	--	B 12.4 (NB)	B 12.0 (NB)

Source: Trafficware, *Synchro 11*

Source: Transportation Research Board, *Highway Capacity Manual, 6th Edition*

According to Table 7, all intersections would operate acceptably under both without and with project conditions except the northbound approach to Intersection No. 1 during the PM peak hour and the eastbound approach at Intersection No. 4 during the AM peak hour. Traffic volume reductions at the roundabout from the implementation of the Wadsworth Bypass to the west and the southward extension of Nevada Pacific Parkway to US-50A to the south would elevate operations to an acceptable level for this approach. The addition of a dedicated eastbound right turn lane at Intersection No. 4 and associated roadway improvements as called for in the City of Fernley Transportation Master Plan would elevate operations to acceptable levels.

5.0 Long-Term Impact Analysis

The Long-Term Impact Analysis was conducted to assess the project's impact on the 6 study intersections during calendar year 2041 using the same methodology as described in Section 4 for the Near-Term Impact Analysis, except that a compounded annual growth rate was applied to the near-term without-project traffic volumes to obtain the long-term without project volumes.

5.1 Volumes without Project Volumes

Figure 8: Long-Term Volumes shows the future without project traffic volumes obtained by applying a compounded annual growth rate of 1.2 percent to the near-term without project volumes from the Nevada DOT Annual Traffic Report for Count Station 019033 on State Route 828 for Intersections 3 to 6. A 30 percent reduction was applied to Intersections 1 and 2 to account for the addition of the Wadsworth Bypass to the southwest and the extension of the Nevada Pacific Parkway southward to US-50A.

5.2 Trip Generation

For analysis purposes, the same trip generation values calculated in Section 4 were applied to the future impact analysis to assess the impact of the project during calendar year 2041.

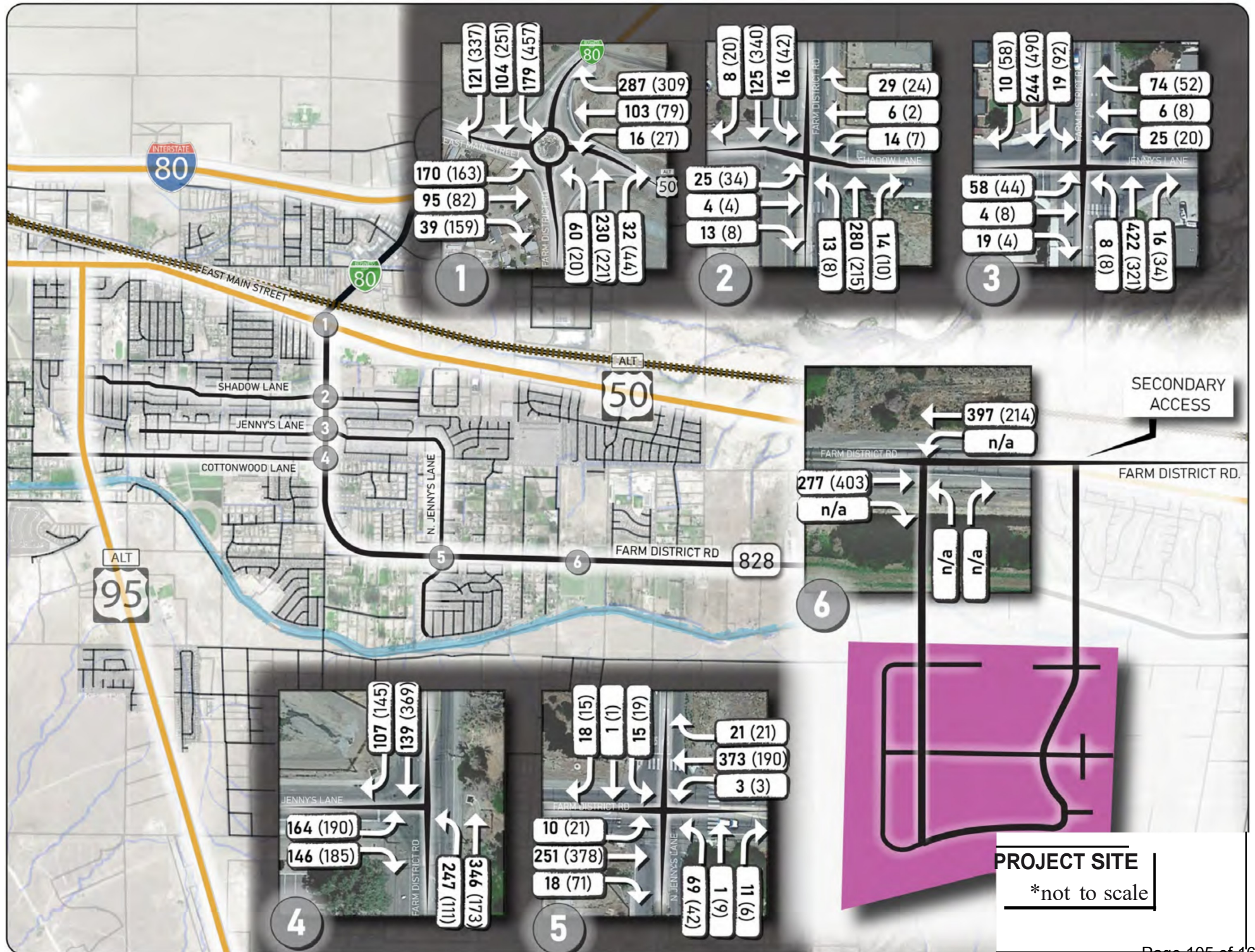
5.3 Distribution

The long-term trip distribution percentages for calendar year 2041 are based on the same assumptions as in the near-term analysis except with the inclusion of 5-year, 10-year, and 20-year improvements and additions the transportation network thereby more evenly dispersing the trips over a broader area. Such improvements are indicated in the *Draft Transportation Master Plan* presented to the Fernley City Council on June 3, 2020.

Five-year improvements/additions are as follows:

1. Spot improvement at the Main/I-80 Interchange
2. Spot improvements in the vicinity of US-95A at Cottonwood
3. Corridor improvements along Business Route 80 between Main and I-80
4. Spot improvement at the Roundabout at Business Route 80 and East Main Street
5. Spot improvements at US-95A and US-50A
6. Corridor improvements at Nevada Pacific Parkway, specifically the extension south across the railroad tracks to intersect US-50A

Figure 8: Long-Term Traffic Volumes



7. Corridor improvements to SR 828 west of US-50A to the east

Ten-year improvements/additions are as follows:

1. Bridges across the Truckee-Carson Irrigation Canal including between SR 828 and Desert Shadows Lane just east of Jessica Lane
2. Corridor improvements to US-95A between Sage Street and Main Street across the Truckee-Carson Irrigation Canal
3. The addition of Desert Shadows Lane between US-95A and US-50A
4. Corridor improvements to SR 427 between the Washoe/Lyon County Line and US-95A

Twenty-year improvements/additions are as follows:

1. The addition of the North Fernley Roadway between SR 427 and the Nevada Pacific Parkway/I-80 Interchange
2. The addition of the Western Bypass between I-80 and US-95A/Desert Shadows Lane
3. Corridor improvements to Cottonwood Lane between US-95A and SR 828
4. Corridor improvements to SR 828 between the Roundabout at East Main Street/US-50A and Red Rock Road (connecting north to US-50A)
5. The addition of the I-11 Interchange with I-80 to the east
6. Spot Improvement at Vine St/I-80

Appendix B provides further elaboration on the trip distribution analysis including the gate percentages for the long-term analysis.

5.4 Trip Assignment

Trip assignment is calculated by multiplying the trip generation values from Table 4 by the trip distribution percentages described above.

Figure 9: Long-Term Trip Distribution shows the long-term trip distribution percentages for each of the gates.

Figure 10: Long-Term Trip Assignment shows the long-term trip assignment values for individual turning movements at each of the analysis intersections.

FIGURE 9: LONG-TERM TRIP DISTRIBUTION

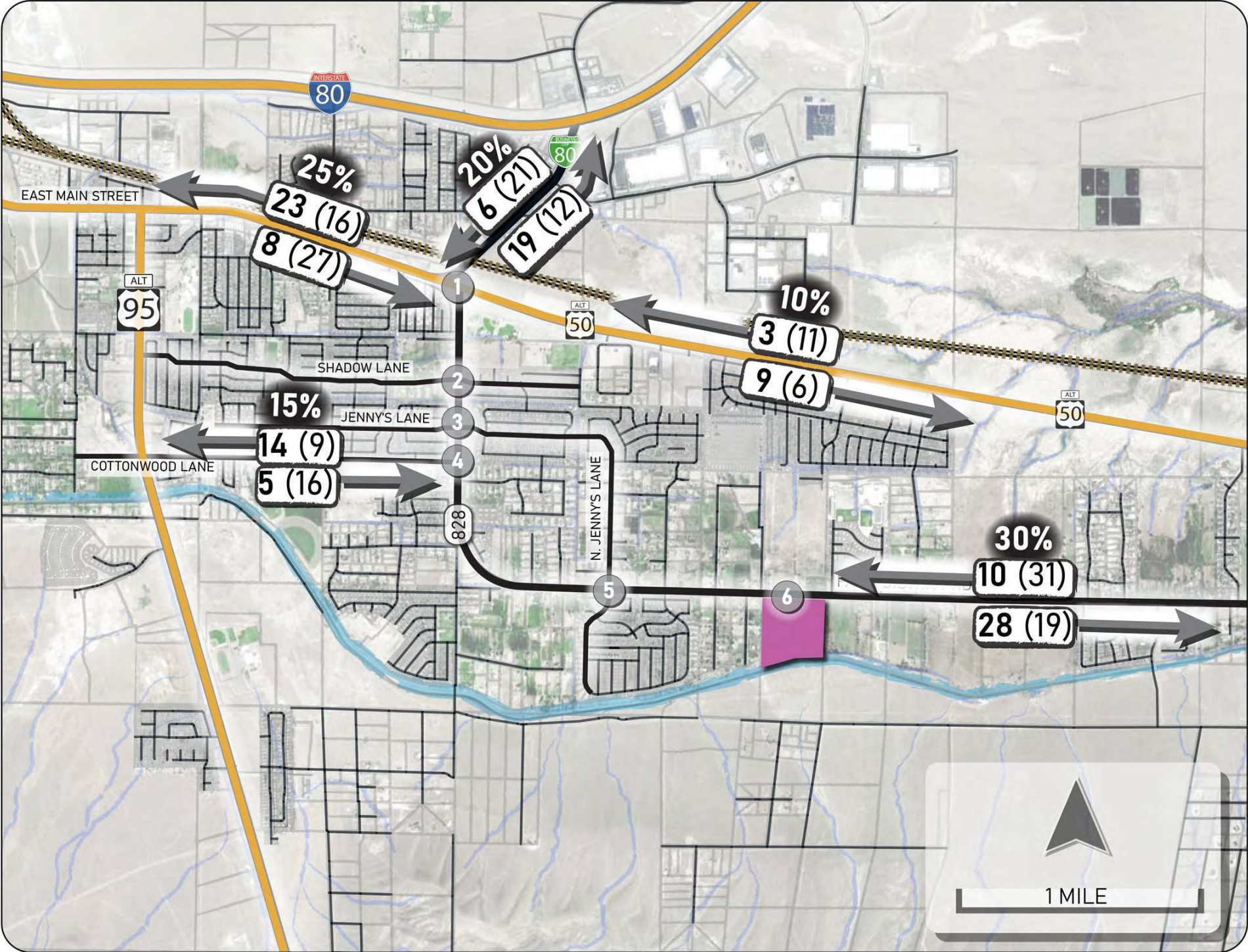
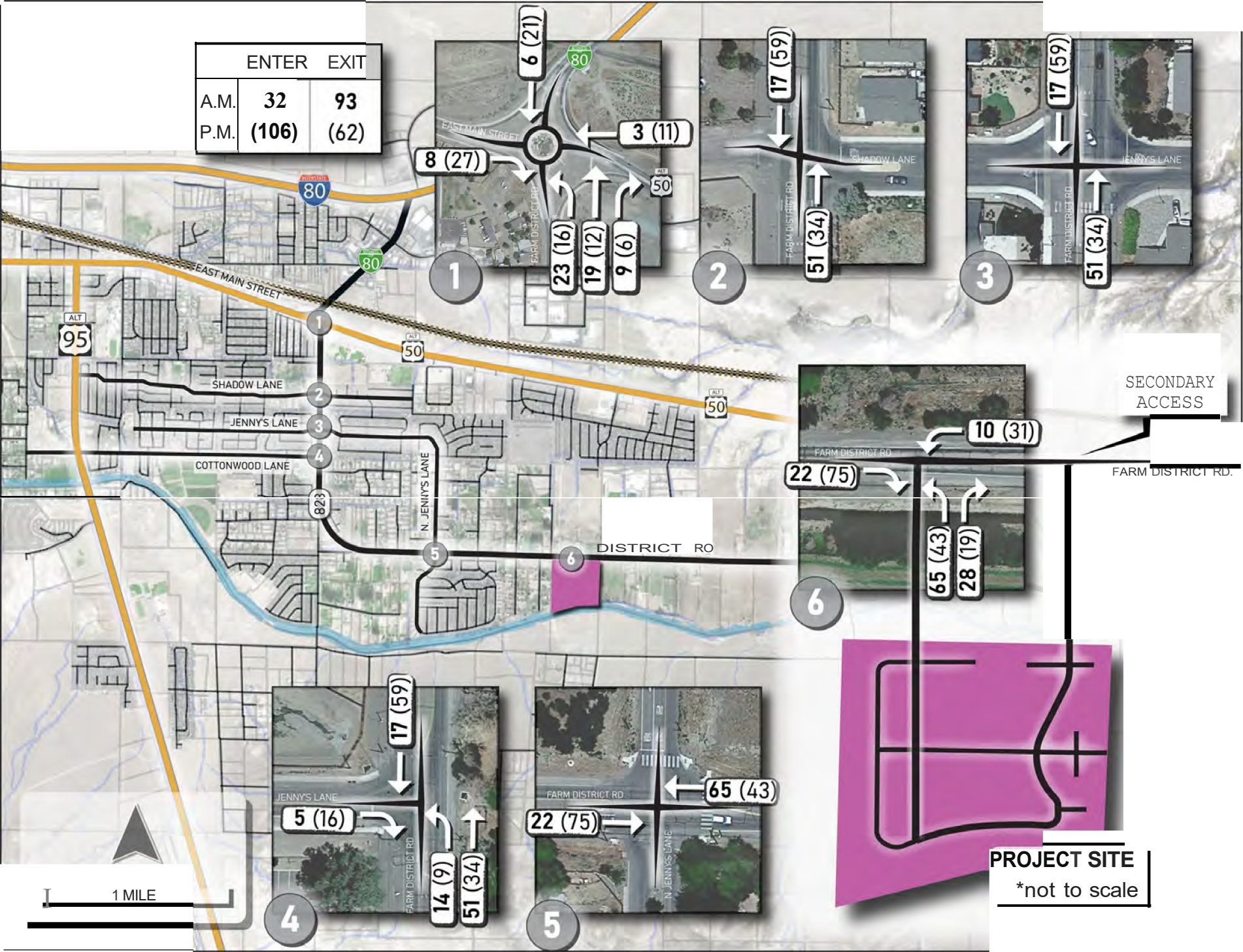


FIGURE 10: LONG-TERM TRIP ASSIGNMENT



These percentages and values are shown in tabular form in **Appendix B**.

5.5 Volumes with Project

Figure 11: Long-Term Plus Project Traffic Volumes shows the with-project traffic volumes obtained by adding the project-generated traffic volumes to the long-term without-project traffic volumes.

The need for turn lanes was evaluated at the two site access intersections at SR 828 to the north under long-term conditions. These two site accesses would be located approximately 600 feet apart to balance the needs for complying with NDOT Access Management requirements and providing redundancy within the on-site transportation network. The need for left-turn (Table 4-12) and right-turn (Table 4-16) lanes was evaluated based on the respective tables in the NDOT Access Management System and Standards dated 2017. According to analysis, left turn and right turn lanes are warranted at both accesses under long-term conditions, and are therefore recommended. For more information on the turn lane warrant analysis, see Appendix B.

The need for signalization was evaluated at the two site access intersections at SR 828 to the north under long-term conditions based on the Peak Hour Warrant in the Manual on Uniform Traffic Control Devices (MUTCD) Figure 4C-4. According to the analysis, signals are not warranted at either intersection. Therefore, signalization is not projected to be needed under long-term conditions. For more information on the signal warrant analysis, see Appendix B.

5.6 Impacts on Future Intersection Operations

Appendices C-5 (AM) and **C-6 (PM)** contain the calculation reports for long-term intersection operations without the project. **Appendices C-7 (AM)** and **C-8 (PM)** contain the calculation reports for long-term intersection operations with the project. These calculations are based on the Highway Capacity Manual methodology described in Section 2 just like in the existing impact analysis, except that the Peak Hour Factor is the default value of 0.92.

Figure 11: Long-Term Plus Project Traffic Volumes

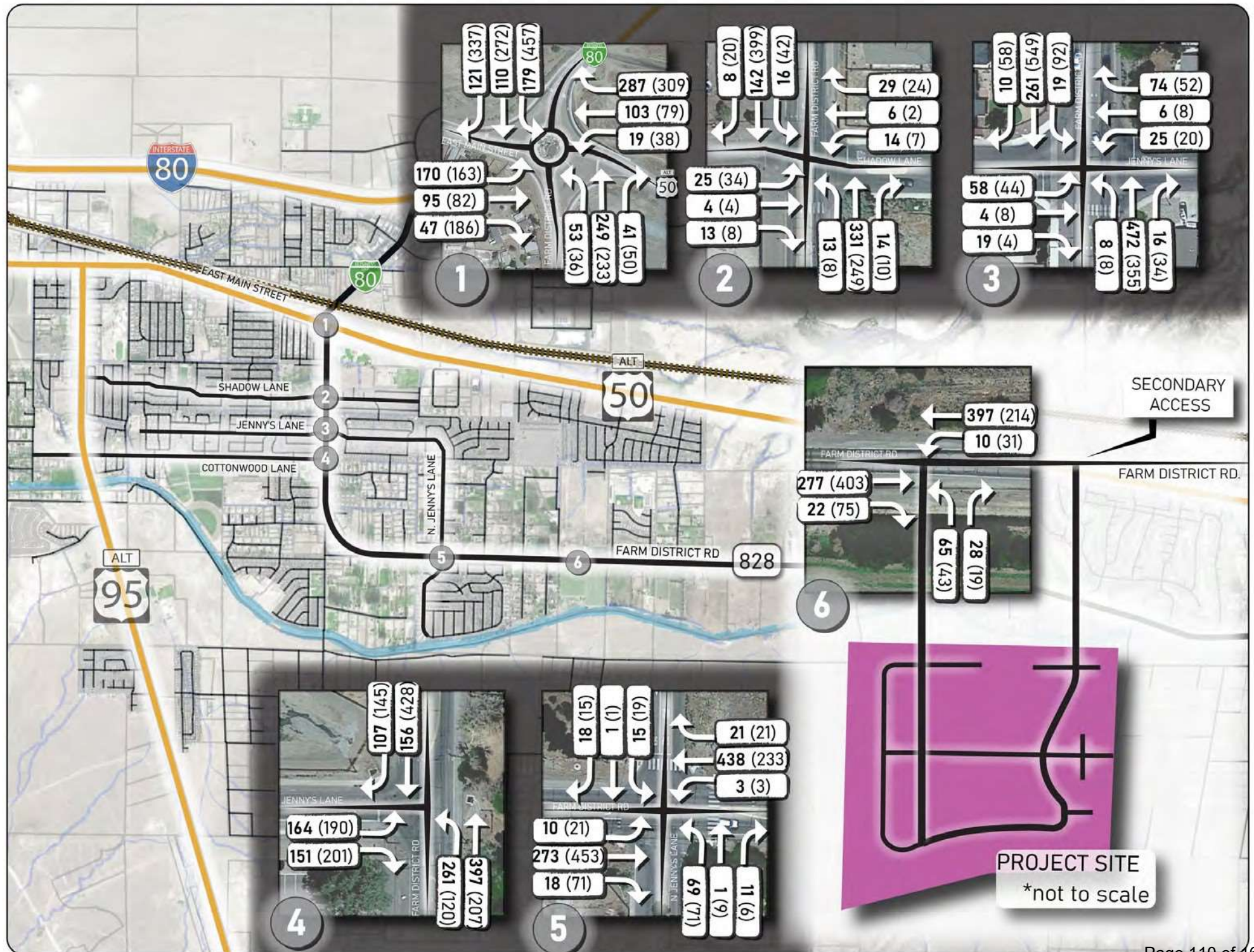


Table 8 shows the long-term impact of the project on the study intersections.

Table 8: Long-Term Project Impact on Intersection Operations

	Without Project		With Project	
	AM	PM	AM	PM
1: BR 80-SR 828 at Main St – US-50A	A 5.9 (EB) A 1.8 (WB) A 8.1 (NB) A 4.1 (SB)	A 8.1 (EB) A 1.4 (WB) B 10.4 (NB) A 8.1 (SB)	A 5.9 (EB) A 1.9 (WB) A 8.9 (NB) A 4.4 (SB)	A 8.1 (EB) A 1.6 (WB) B 11.4 (NB) A 9.3 (SB)
2: SR 828 at Shadow Lane	B 12.7 (EB) B 11.8 (WB)	C 17.4 (EB) B 11.8 (WB)	B 13.6 (EB) B 12.6 (WB)	C 17.8 (EB) B 12.2 (WB)
3: SR 828 at East Jenny’s Lane	C 23.0 (EB) C 15.7 (WB)	E 44.9 (EB) C 20.7 (WB)	D 26.5 (EB) C 17.1 (WB)	E 46.4 (EB) C 22.1 (WB)
4: SR 828 at Cottonwood Lane	F 114.0 (EB)	F 77.3 (EB)	F 178.9 (EB)	F 79.2 (EB)
5: North Jenny’s Lane at SR 828	C 18.9 (NB) B 13.5 (SB)	C 17.8 (NB) B 13.7 (SB)	C 21.8 (NB) B 14.8 (SB)	C 20.8 (NB) B 15.1 (SB)
6: Site Access at SR 828	--	--	B 13.3 (NB)	B 14.1 (NB)

Source: Trafficware, *Synchro 11*

Source: Transportation Research Board, *Highway Capacity Manual, 6th Edition*

According to Table 8, all intersections would continue to operate acceptably under without and with project conditions except for the eastbound approach to Intersection No. 3 during the PM peak hour and the eastbound approach to Intersection No. 4 during both peak hours. A Dedicated Eastbound Right Turn Lane at Intersection No. 4 and improvements to Cottonwood Lane as called for in the City of Fernley Transportation Master Plan would elevate operations to acceptable levels.

6.0 Findings and Recommendations

6.1 Findings

Findings from the near-term impact analysis are as follows:

1. All approaches to the study intersections would operate acceptably except the northbound approach to SR 828/BR 80 at East Main St/US-50A during the PM peak hour and the eastbound approach to SR 828 at Cottonwood Lane during the AM peak hour.
2. Volume reductions at SR 828/BR 80 at East Main St/US-50A associated with the construction of the Wadsworth Bypass to the west and the southward extension of Nevada Pacific Parkway to US-50A would elevate operations to acceptable levels.
3. The addition of a Dedicated Right Turn Lane at SR 828 and Cottonwood Lane and the implementation of improvements along Cottonwood Lane associated with the implementation of the City of Fernley Master Plan would elevate operations to acceptable levels.
4. The project would not have a significant adverse impact on the surrounding transportation network.

Findings from the long-term impact analysis are as follows:

1. All approaches to the study intersections would continue to operate acceptably except the eastbound approach to SR 828 at East Jenny's Lane during the PM peak hour and the eastbound approach to SR 828 at Cottonwood Lane during the AM peak hour.
2. The addition of a Dedicated Right Turn Lane at SR 828 and Cottonwood Lane and the implementation of improvements along Cottonwood Lane associated with the implementation of the City of Fernley Master Plan would elevate operations to acceptable levels.
3. The project would not have a significant adverse impact on the surrounding transportation network.

6.2 Recommendations

Recommendations are as follows:

1. Construct Site Frontage Improvements to NDOT Standards to accommodate the master planned improvements for SR 828.
2. Construct dual site accesses at least 600 feet apart with dedicated left turn and

right turn lanes to balance the need for meeting NDOT requirements while providing access redundancy to enhance on-site circulation while expediting emergency vehicle response.

7.0 Preliminary Vehicle Miles Traveled Analysis

7.1 Regulatory Context

On July 1, 2020, the new Vehicle Miles Traveled (VMT) metric took effect in California and replaced the traditional Level of Service (LOS) metric that had been in effect the past half century. Many additional states are incorporating elements of the new VMT metric to encourage urban infill, reduce vehicle trip lengths, encourage active transportation (walking, bicycling, transit riding, etc.), encourage more compact development, and boost the sustainability of mitigation measures. Specifically, this new VMT metric is intended to address these nine limitations associated with the traditional LOS metric:

1. “Punishing” last-in development projects, discouraging infill development, and encouraging a “sprawling” development pattern;
2. Creating regional congestion at the expense of solving local congestion issues;
3. Discouraging transit use;
4. Discouraging active transportation (walking, bicycling, transit riding, etc.);
5. Poorly measuring access to developments within the network;
6. Posing limitations on optimizing roadway networks;
7. Creating more roadway construction than jurisdictions can afford to maintain;
8. Posing calculation challenges and inaccuracies; and
9. Creating costly unhelpful solutions.

Specifically, the traditional LOS metric has served as a barrier to residential development through the imposition of costly transportation impact mitigation measures when the objective is to encourage residential development to address the housing crisis while boosting the sustainability of such measures.

Therefore, a preliminary VMT analysis was conducted in connection with this report. VMT is generally calculated by multiplying the trip generation by the trip length on a per capita basis. A VMT impact is typically considered significant when it exceeds 85 percent of the average per capita VMT for a given area.

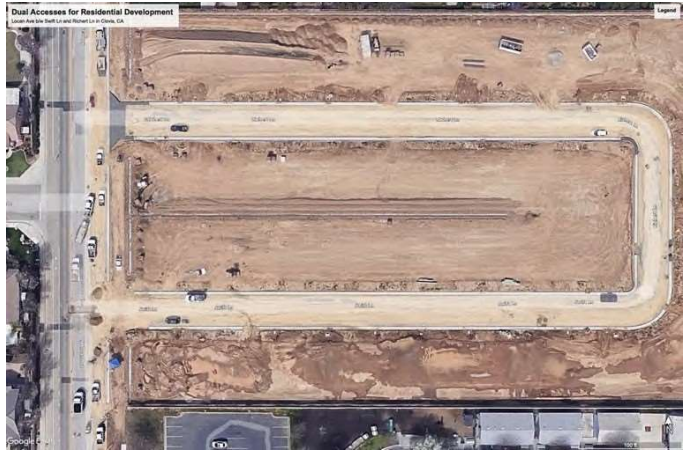
7.2 Potential VMT Reduction Measures

The Creekwood Commons study area was examined through a VMT context. VMT reduction measures to be incorporated into the project are as follows:

1. Pedestrian pathways to SR 828 to the north and the Truckee Carson Irrigation District (TCID) Canal to the south to encourage increased pedestrian activity; and
2. Inclusion of additional bicycle paths and lanes along SR 828 to encourage increased bicycle use in addition to the pathway that is now paved to Rainbow Lane.

Appendix A: Brochures

Access Management Concept for Creekwood Commons



Dual Lanes onto an Arterial with a Two-Way-Left-Turn Lane

Creekwood Commons proposes dual accesses onto SR 828 (Farm District Road). The access and circulation system was studied for a recently opened residential development on Locan Ave between Swift Ln and Richert Ln in Clovis, CA with a 200-foot centerline to centerline separation between accesses (Upper Right). The dual access connections utilize a two-way-left-turn-lane. (Lower Left: North of Richert Looking South with Access on Left; Lower Right: South of Swift Looking North with Access on Right)

Exit and Complete Street Concepts



Richert Egress (Top Left)

The Richert (North) Egress is stop-sign controlled with a shared left-right lane.

Swift Egress (Middle Right)

The Swift (South) Egress is stop-sign controlled with a shared left-right lane.



Complete Street Concept for SR 828 (Bottom Left)

The complete street concept includes single through lanes in each direction, a two-way-left-turn lane, a bike lane, a paved shoulder, a landscape strip, and a shaded sidewalk such as what is shown here at Locan Ave and Richert Ln looking north on Locan Ave.



Existing Roadway and Geometric Conditions



Site Frontage and North Intersections

- Upper Right: Site Frontage along SR 828 (Looking East): Center Turn Lane and Gravel Shoulder (Site South of Gravel Shoulder)
- Lower Left: Roundabout: SR 828 at US-50A: Inner Radius = 145 ft; Outer Radius = 180 ft; EBLT = 500 ft; EBRT = 725 ft; WBLT = 450 ft; WBRT = 600 ft; NBLT = 325 ft; NBRT = 350 ft; SBLT = 375 ft; SBRT = 375 ft
- Lower Right: SR 828 at Shadow Lane: NBLT = 125 ft; SBLT = 175 ft + Center Turn Lane

(Photo Credits: Google Earth)

South Intersections



SR 828 at East Jenny's Lane
(Top Left)
NBLT = 85 ft
SBLT = 325 ft + Center Turn Lane
(Photo Credit: Google Earth)

SR 828 at Cottonwood Lane (Middle Right)

EB: Crosswalk to Stop Bar = 195 ft
NBLT = 85 ft + Center Turn Lane
SBRT = 185 ft
(Photo Credit: Google Earth)



North Jenny's Lane at SR 828 (Bottom Left)

EBLT = 250 ft
NBLTR: South End of Island to Stop Bar = 135 ft
SBLT = 65 ft + Center Turn Lane
SBTR = 65 ft
(Photo Credit: Google Earth)

Roundabout Analysis and Design



Roundabouts: Operations & Aesthetics

State Route 28 between Bear and Coons Streets near Kings Beach on the north shore of Lake Tahoe (upper right) includes two closely spaced roundabouts. Roundabouts are desirable in both emerging Transit Oriented Development (TOD) communities such as Downtown Roseville (lower left), and more traditional suburban communities such as within the Herndon/Clovis Community Medical Center vicinity. Pictured in the lower right is North Temperance Avenue at Alluvial Avenue-Owens Mountain Parkway in Clovis.

North Temperance Avenue/Alluvial. Avenue- Owens Mountain Parkway in Clovis



Roundabouts for Vehicles, Bicyclists, and Pedestrians (Upper Left)

The latest roundabouts such as this one that opened in 2021 often feature innovative bicycle treatments such as painting the bicycle pathways green with broken stripes to delineate merging vehicles.

Clear Striping and Pavement Legends (Middle Right)

One of the keys for effectively accommodating multiple types of users is carefully designing the curb returns to the appropriate radii to accommodate a diversity of vehicle types, and clear pavement legends (stripes and arrows) to delineate the lane uses and flow pathways of vehicle traffic.



Accommodating Pedestrians within the Inner Circle (Lower Left)

This roundabout within the raised circular island in the middle of the intersection features a wide recessed pathway to give pedestrians a greater sense of being shielded from the surrounding circulating vehicle traffic. The City of Clovis (near Fresno) now requires that all new residential neighborhoods include pedestrian pathways. Pathways within the inner circle in areas with a mix of commercial and residential uses enhance the overall connectivity of the pedestrian network, thereby encouraging healthy lifestyles.

Improvement Considerations for BR-80/SR 828 at Main St/US-50A



Existing Conditions and Improvement Considerations

BR-80/SR 828 at Main St/US-50A includes unusually large splitter islands for right turns onto the next roadway to right and sharp right turns for entering the circle (Upper Right). Consider a dual-lane roundabout with smaller splitter islands for the right turns onto the next roadway to the right and more gentle right turns for entering the circle. Also consider dual approach and circulating lanes for higher volume movements such as what is currently in place at Ranchharah Pkwy-Kietzke Ln at Neil Rd in Reno (Lower Left and Right).

Additional Roundabout Concepts



SR 431 at SR 28 in Incline Village (Upper Left)

This modern roundabout features a single circular lane and single-lane approaches at the intersection of two state highways.

Dual Roundabouts at SR 89 and I-80 in Truckee (Middle Right)

As Fernley expands to the north and interchanges get upgraded and added, modern single-lane and dual-lane roundabouts could be considered at the freeway ramps.



SR 89 and Truckee Road (Lower Left)

Innovative pedestrian treatments could also be considered at roundabouts in an era with an ever-growing emphasis on active transportation.



CITY OF FERNLEY

Planning Commission AGENDA REPORT

Meeting Date: November 8, 2023

REPORT TO: Fernley Planning Commission

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Consideration, discussion, and possible action to recommend that the City Council approve Bill #342, an Ordinance establishing a Development Agreement (DA22001) between the developer (Mark IV Capital) and the City of Fernley in association with Phase 1 of the Victory Logistics District Planned Development relating to improvements of utilities, public services, and other related items.

AGENDA ITEM BRIEF:

The property owner, Mark IV Capital, and the City of Fernley have negotiated a Development Agreement to accompany the development of the Victory Logistics District Planned Development. This agreement outlines requirements for both the developer and the City to follow as the project develops over the next 20 years. Items discussed include a new fire station, water and sewer infrastructure, traffic, and open space.

RECOMMENDED MOTION:

I move to recommend that the City Council approve Bill #342, an Ordinance establishing a Development Agreement between Mark IV Capital and the City of Fernley regarding the improvements of utilities, public services, and other related items based on the findings outlined in the staff report.

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:

I move to recommend that the City Council deny Bill #342 because Finding No. ___ cannot be met for the following reason: _____.

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 Development Agreement is the second of several approvals needed before development of the area can occur. A Planned Development and handbook is scheduled to be heard at the City Council on November 15, 2023 and a Tentative Subdivision Map is working it's way through the staff review process. If approved, the

map will create an industrial subdivision and pave the way for a series of Final Maps to be submitted to develop the area in phases. That tentative subdivision map should be on the Planning Commission agenda for December 13, 2023.

In general, a Development Agreement is a contract between a local governmental body (the City of Fernley) and a landowner/developer (Mark IV Capital) detailing the obligations of both parties for the development of the property. The proposed agreement outlines the timing and extent of public improvements to be installed by the Master Developer. It also provides 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. In this instance, there are five main issues covered in the Development Agreement:

Fire:

As part of this development, the North Lyon Fire Protection District has required the construction of a new fire station. The current stations in Fernley are both south of the railroad tracks, and with only two routes to get over the tracks, response times for the area north of the tracks are already stretched to the maximum. In order to provide adequate public safety, which is ultimately needed to conform with the City of Fernley Master Plan, this new station is required.

Section 4.1 of the proposed Development Agreement outlines the requirements for the developer related to paying for the station and the timing of which it must be completed. These requirements include:

- Pay for a fire consultant to conduct a study to address current and future fire safety needs.
- Dedicate land for the needed fire station to the City of Fernley or the North Lyon Fire Protection District prior to the recordation of the first final map.
- Build a new fire station
- The fire station is required to be at least 80 percent complete prior to the City issuing the first Certificate of Occupancy and 100 percent complete prior to the second Certificate of Occupancy.

As part of the agreement, the developer will ultimately be reimbursed an amount proportionate to the area outside of the Planned Development that the fire station serves. Based on recent conversations with the developer, the first Certificate of Occupancy will not be needed for approximately 12-16 months. This gives adequate time to plan and build the fire station to the required 80 percent threshold.

It is important to note that the developer may not be in agreement with this language. Negotiations on this issue have reached somewhat of a stalemate, so the language provided is what the Fire Chief and City staff (including the City Attorney) feel is appropriate to ensure that the fire station is built and the health, safety, and welfare of city residents is maintained.

Sewer:

The size and scope of the Planned Development creates an issue with the current wastewater treatment plant on the east side of town. Based on studies done as part of the project, the development is likely to cause the treatment plant to exceed capacity limits set by the Nevada Division of Environmental Protection. Therefore, the treatment plant will need to be expanded at some point before project buildout.

Section 4.2 of the Development Agreement outlines the obligations of both the City of Fernley and the developer to increase capacity with the following steps:

- When the treatment plant reaches 65 percent capacity, the City and developer shall address funding for

design and construction of the treatment plant improvements.

- When the design and engineering plans are approved, the City and developer shall negotiate a Reimbursement Agreement.
- Construction of the treatment plant improvements must begin before the plant reaches 85 percent capacity. Once the treatment plant reaches 80 percent, the city will not issue any further building permits unless the construction has begun.

It is anticipated that the plant will reach the 85 percent threshold after the development of approximately 576 acres of the project.

As with the fire language, negotiations on this issue have stalled and the language provided has been vetted by City staff to ensure the best standards are kept for the residents of Fernley.

City of Fernley Well No. 9:

As designed, a portion of the railroad track running throughout the project will be placed over and across existing City of Fernley Well No. 9. Therefore, the state has determined that the well will need to be relocated by the developer before any permits are issued for the new railroad track. Section 4.3 of the Development Agreement outlines the requirements for the developer to accomplish this:

- Dedicate at least ½ acre of land to the City of Fernley
- Coordinate design of a new well with the City of Fernley
- The new well is required to produce a quality and quantity of water equal to existing Well No. 9
- Dedicate access easements for the well to the City of Fernley

Traffic:

A traffic study has been submitted outlining the steps needed to mitigate the significant amount of increased traffic anticipated at project build-out. Part of the needed improvements includes the extension of Nevada Pacific Parkway south to US 50A. Section 5.6 of the Development Agreement requires that the extension be “substantially complete, dedicated to the City, and open to the public” by the time the project generates 1,480 PM peak hour trips. This equates to approximately 35 percent of the project.

The Development Agreement has a provision that all recommendations within project studies (including the traffic study) be followed. However, some of the improvements required in the traffic study would fall upon NDOT to complete and the City has been unable to confirm with NDOT if they have any plans to do those improvements. For example, the traffic study is built around the assumption that the existing roundabout at Main St/US 95A/US 50 A will be converted to a 4-way signalized intersection. Staff has requested that the traffic study be revised to provide information of what traffic would look like if NDOT does not make this recommended change. Section 5.6(b) of the Development Agreement allows for the City to require future updates to the traffic study based on these types of off-site conditions.

Open Space:

The Planning Department has recently made changes to the required amount of open space within non-residential Planned Developments (from 20 percent to 10 percent) specifically with this Planned Development in mind. In addition, the City is willing to consider some unconventional types of things to fulfill this reduced requirement. Section 6 of the Development Agreement lists these unconventional things:

- Amenitized stormwater basins with added incentives if open to the public

- Land donated for the needed fire station
- Interconnected trail system
- Project identification monument signs/entry features

ANALYSIS/FINDINGS:

The City of Fernley Development Code requires that the following findings be met in order to approve the Development Agreement:

DA1

The Development Agreement is consistent with the city's master plan.

Staff has determined that the Development Agreement and/or the Planned Development in general is consistent with the following goals and/or policies of the City of Fernley Master Plan:

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, all public services and facilities will be available to serve the Victory Logistics District Planned Development. Therefore, once the required fire station is built, the development will be 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 are included in the 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. Once the needed fire station is complete, the project will comply with the Master Plan.

DA2

The Development Agreement is otherwise consistent with Nevada or federal law.

The creation of the proposed Development Agreement was done under the guidance of Nevada Revised Statute sections 278.0201 through 278.0207. Based on this, the Development Agreement is consistent with Nevada law.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Fernley Development Code Section 32.03.100(a) - Development Agreements

Nevada Revised Statutes Section 278.0201 through 278.0207

FINANCIAL IMPLICATIONS:

Potential cost to reimburse developer for infrastructure improvements

ATTACHMENTS:

1. Mark IV Development Agreement

APNs: 021-201-01, 021-201-16, 021-211-02,
021-211-03, 021-211-04, 021-211-06,
021-242-11, 021-242-17, 021-251-25,
021-261-43, and 021-261-44

Recording Requested By And
When Recorded, Mail To:

City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408
Attn: City Clerk

DEVELOPMENT AGREEMENT

BETWEEN

**CITY OF FERNLEY,
a municipal corporation**

AND

**MARK IV CAPITAL PROPERTIES, INC.,
a California corporation**

**M4 NEW FERNLEY LLC
a Nevada limited liability company**

**M4 NEW FERNLEY QOZB LLC
a Nevada limited liability company**

**M4 FERNLEY JACKSON LLC
a Nevada limited liability company**

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EXHIBITS

EXHIBIT A LEGAL DESCRIPTION

EXHIBIT B HANDBOOK

EXHIBIT C

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into by and among (i) the City of Fernley, a Nevada municipal corporation (the “**City**”), (ii) Mark IV Capital Properties, Inc., a California corporation (“**Developer**”), and (iii) M4 NEW FERNLEY LLC, a Nevada limited liability company, M4 NEW FERNLEY QOZB LLC, a Nevada limited liability company, and M4 FERNLEY JACKSON LLC, a Nevada limited liability company (collectively, the “**Property Owners**” and each, a “**Property Owner**”).

RECITALS

A. The Property Owners are the current owners of the real property located within the City’s municipal limits, which real property is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”), is comprised of approximately 2,173.64 acres of land, and is the subject of this Agreement.

B. The City has authority to enter into development agreements pursuant to Nevada Revised Statutes (“**NRS**”) 278.0201 through 278.0207, inclusive, and Section 32.03.100(a) of the Fernley Municipal Code (“**Code**”) with persons having a legal or equitable interest in land to establish long-range plans for the development of such land.

C. On _____, 2023, the City Council voted to conditionally approve Developer’s application to rezone the Property as a Planned Development (PD) district (PD23001) (“**Zoning Approval**”) and, in connection therewith, the City has adopted the master plan and development standards set forth in the Victory Logistics District MPA1 Planned Unit Development Handbook attached hereto as **Exhibit B** (as amended from time to time, the “**Handbook**”).

D. On _____, 2024, the City Council voted to conditionally approve Developer’s request for a tentative commercial and industrial subdivision map covering the entirety of the Property (TSM22002) (the “**Tentative Map**”) for the purpose of developing, constructing, operating, and/or using distinct industrial and commercial buildings within the Property, as such subdivision plan is more particularly set forth in the Tentative Map application.

E. The City Council conditioned its approval of the Zoning Application and Tentative Map upon the Developer and the City entering into this Agreement.

F. All preliminary processing regarding this Agreement has been duly completed in conformance with all applicable laws, rules, and regulations. The City Council having given notice as required by law, held a public hearing on Developer’s application seeking approval of the form of this Agreement and the execution hereof by the City. At that hearing, the City Council found that this Agreement is consistent with the City’s plans, policies, and regulations, including the City’s Comprehensive Master Plan, and that the execution of this Agreement on behalf of the City is in the public interest and is lawful in all respects.

G. The City desires to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City’s

Comprehensive Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the laws governing development agreements were enacted. As a result of the development of the Property, the City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by a developer with significant economic resources and experience in the development process.

H. By entering into this Agreement affixing the laws and development standards applicable to the Property, the City will achieve the certainty both the City and Developer require to move forward with the development of the Property, which in turn will support the goals set forth in the City's Comprehensive Master Plan, as required by NRS 278.0203 and Section 32.03.100(A)(6)(a) of the Code.

NOW, THEREFORE, in exchange for mutual considerations, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1 **DEFINITIONS**

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings when used in this Agreement:

"Affiliate" of any Person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty (50%) percent of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" has the meaning assigned in the preamble and includes all addenda and exhibits incorporated by reference and all amendments hereafter duly entered into in accordance with the terms of this Agreement.

"Applicable Rules" means and refers to:

- (a) The provisions of the Code and all other uniformly applied City rules, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date.
- (b) The Handbook; and
- (c) This Agreement.

The term “Applicable Rules” does not include (i) any ordinances, laws, policies, regulations, or procedures adopted by a governmental entity other than the City; or (ii) any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City’s jurisdiction.

“**Architectural Review Committee**” or “**ARC**” means and refers to a design review committee from time-to-time appointed or designated for a portion of the Project in accordance with, and as further described in, any CC&Rs.

“**CC&Rs**” means, collectively, the declarations of covenants, conditions, and restrictions for all or a portion of the Project to the extent approved by Developer in writing and recorded in the Official Records of the Lyon County Recorder, including, without limitation, the Master Declaration, each as amended, supplemented, or otherwise modified from time to time.

“**City**” has the meaning assigned in the preamble hereof.

“**City Council**” has the meaning assigned in Recital C above.

“**Code**” has the meaning assigned in Recital B above.

“**Connection Fees**” means customary fees charged by the City for connections to community water and community sewer systems.

“**Cost-based Fees**” means customary fees charged by the City for issuance of building permits, plan checks, inspections, or the like which are based upon actual costs to the City.

“**Developer**” has the meaning assigned in the preamble hereof.

“**Development Approvals**” means and refers to all permits and other entitlements issued or approved by the City for development of the Project and/or the Property, including, but not limited to: (a) the Zoning Approval; (b) the Handbook; (c) Tentative Map; and (d) all permits and entitlements approved by the City after the Effective Date.

“**Effective Date**” means the date this Agreement is recorded in the Official Records of the Lyon County Recorder.

“**Handbook**” has the meaning assigned in Recital C above.

“**Land Use Application**” means any application seeking any approval authorized or required by Title 30 of the Code or the Handbook.

“**Master Declaration**” means that certain Declaration of Covenant, Conditions and Restrictions for Victory Logistics District recorded in the Official Records of the Lyon County Recorder on April 9, 2021, as Document Number 635132, as amended, supplemented, or otherwise modified from time to time.

“**Master Drainage Study**” means the Drainage Report for Victory Logistics District prepared by Lumos and Associates, Inc., as revised September 2023.

“Master Sewer Study” means the Preliminary Sewer Report for Victory Logistics District prepared by Lumos and Associates, Inc., as revised September 2023

“Master Studies” means the Master Drainage Study, the Master Sewer Study, the Master Traffic Study, the Master Water Study, and any other studies or updates that are required by the City pursuant to Section 5.2, all of which shall be reviewed and accepted by the City.

“Master Traffic Study” means the Traffic Impact Study for Victory prepared by Headway Engineering dated August 3, 2023.

“Master Water Study” means the Preliminary Water Report prepared by Lumos and Associates, Inc., revised September 2023.

“Mortgage” means any form of security instrument encumbering title to a portion of the Property as security for an obligation, including a mortgage, deed of trust, trust deed, security deed, or other consensual lien or title retention contract intended as security for an obligation.

“Mortgagee” means any beneficiary, mortgagee, or holder of a Mortgage, and/or the assignee of such beneficiary, mortgagee, or holder.

“Parcel” means legal parcel created by a Subdivision Map in accordance with the Tentative Map that is intended to be developed or further subdivided.

“Parcel Owner” means any Person other than a Property Owner that owns any Parcel of real property within the Project, whether prior to or after the Effective Date. For purposes of the Applicable Rules, the term Parcel Owner is intended to differentiate between the Developer and Property Owners in their respective capacities as developer or owner the Property and any other Person that engages in the development of a structure or other improvements within the Project.

“Person” means any individual or form of business entity authorized under the laws of the State of Nevada.

“Project” means all development and improvements constructed within the Property subject to the Applicable Rules and this Agreement.

“Property” has the meaning assigned in Recital A above .

“Property Owners” has the meaning assigned in the preamble and includes any Affiliates of any of such entities who hold title to all or a portion of the Property.

“Subdivision Map” means a final subdivision map, parcel map, record of survey, or commercial subdivision map (as described in NRS 278.325), which are consistent with the Tentative Map and recorded in the Official Records of the Lyon County Recorder, each as may be amended and supplemented from time to time.

“Subsequent Development Approvals” means all Development Approvals issued by the City after the Effective Date. Subsequent Development Approvals include, without limitation, all excavation, grading, building, construction, encroachment, or street improvement permits,

Subdivision Maps, occupancy certificates, utility connection authorizations, and any other permits or approvals necessary, convenient, or appropriate for the grading, construction, marketing, use, and occupancy of the Project at such times and in such sequences as Developer may choose consistent with the Applicable Rules.

“**Tentative Map**” has the meaning assigned in Recital D above, as such tentative map and/or the conditions thereof may be amended from time to time.

“**Usage Fees**” means customary fees charged by the City for the use or consumption of potable and/or reused water, sewer service, or drainage service.

“**Wholesale Transaction**” refers to a bulk sale, transfer, conveyance, or assignment of all of the Property, or of the portion thereof which consists of vacant land. “Wholesale Transaction” shall not include any transfer to a public or quasi-public entity for public use and/or maintenance, any transfer of “common area” to an owners association as those terms are described in the CC&Rs, or any transfer of the Property to an Affiliate of Developer.

“**Zoning Approval**” has the meaning assigned in Recital C above, as such approval may be amended from time to time.

SECTION 2

PLANNING AND DEVELOPMENT OF THE PROJECT

2.1 The Project. Developer anticipates that between 25 million and 29 million square feet of industrial space can be developed on the parcels shown in the Tentative Map while conforming to the design and development standards in the Handbook. The actual size at complete buildout will vary depending upon the mix of uses since distribution warehouses may result in far greater land coverage ratios than manufacturing uses and both of those are very different than data center uses, but Developer is entitled to develop any such uses at such densities subject to compliance with the Applicable Rules.

2.2 Common Name for the Project. The common name for the Project is “Victory Logistics District.” The parties agree that Developer shall have the exclusive right to own, control and license the name. The City shall have no obligation to police the use, wrongful or otherwise, of the name by third parties.

2.3 Modified Code. This Agreement, together with the exhibits, and particularly the development standards set forth in the Handbook, is intended to provide a “development code” for the Project, and upon which Developer may rely in developing the Property.

2.4 Permitted Use, Density, Height and Size of Structures. The permitted uses of the Property, the density and intensity of use, the standards for the design, improvement, and construction of the Property, and other terms and conditions of development applicable to the Project and the Property shall be as set forth in the Handbook except as otherwise provided in this Agreement.

2.5 Timing and Phasing of Development. The parties acknowledge and agree that it is in their respective best interests that the development of the Project be accomplished in a reasonably expeditious manner. Subject to the terms of this Agreement and the Applicable Rules, Developer shall have discretion as to the time of commencement, construction, phasing, and completion of the Project. Developer shall include a comprehensive report on the status of development of the Project in each report required by Section 8.2.

2.6 Application Processing.

(a) In General. All Land Use Applications shall be processed in accordance with the Applicable Rules. Any additional application requirements delineated herein shall be supplemental and in addition to such procedures. The City agrees to cooperate with Developer to: (i) expeditiously process all Land Use Applications submitted by Developer in connection with the Property that comply with the Applicable Rules; and (ii) subject to reasonable conditions not otherwise in conflict with the Applicable Rules, promptly consider the approval of such Land Use Applications.

(b) Sequencing Requirements. Notwithstanding anything in this Agreement to the contrary, the City reserves the right to deny or conditionally approve any Land Use Applications not submitted in the proper sequence. For purposes of this Agreement, “proper sequence” means the submission, review, and approval of Land Use Applications according to the requirements of Sections 4 and 5 of this Agreement. Developer acknowledges that submission of Land Use Applications in other than the proper sequence may delay the consideration of many related Land Use Applications. Therefore, Developer agrees to submit Land Use Applications in the proper sequence to avoid coordination problems with reviews.

(c) Timeline to Submit Final Maps. Pursuant to NRS 278.0201, the City and Developer agree that, notwithstanding NRS 278.360 or Section 32.03.060(F)(1)(h) of the Code, the Tentative Map shall not expire or lapse so long as a final map covering a portion of the Tentative Map is recorded in the Official Records of the Lyon County Recorder on or before December 31, 2027, and thereafter a final map covering a portion of the Tentative Map is recorded in the Official Records of the Lyon County Recorder within four years of recordation of the most recent final map covering a portion of the Tentative Map.

2.7 CC&Rs and Architectural Review Committee. The Property shall be developed in accordance with the CC&Rs including, without limitation, any provisions for common area ownership and maintenance set forth therein, the design standards set forth therein, and all provisions related to the establishment of any Architectural Review Committee (including, without limitation, provisions related to the establishment by such committee of additional design criteria and procedures). The City shall not issue permits for development or construction of any improvements or structures without the prior written approval of the ARC. Any Land Use Application submitted without a letter of approval from the ARC shall be deemed incomplete.

SECTION 3 APPLICABLE RULES AND CONFLICTING LAWS

3.1 Reliance on Applicable Rules. The City and Developer agree that Developer is approved and permitted to carry out and complete the entire Project in accordance with the standards, uses, densities and other provisions set forth in the Applicable Rules. The Applicable Rules shall supersede any conflicting provision of the Code except as provided in Section 3.2 below. Should the Applicable Rules fail to address a Code requirement, then the Code shall prevail.

3.2 Application of Subsequently Enacted Rules. The City shall not amend, alter, or change any Applicable Rule as applied to the development of the Project, or apply a new fee, rule, resolution, policy, or ordinance to the development of the Project, except as follows:

(a) Nothing in this Agreement shall be construed as preventing the City from adopting new rules, regulations, and policies relating to uniform codes, or amendments thereto, such as the Uniform Building Code, or Uniform Fire Code (the “**Uniform Codes**”), which relate to public safety, are based on recommendations of multi-state professional organizations, and become applicable City-wide; The development of the Project shall be subject to the Uniform Codes in effect at the time of issuance of the permit for a particular development activity.

(b) Nothing in this Agreement shall preclude the City from charging Cost-based Fees, Connection Fees, or Usage Fees with respect to the Property and Developer’s development of the Project adopted or increased by the City after the Effective Date. The City agrees to (i) impose such fees in a consistent manner on all Persons served by the infrastructure or service to which the fee relates, and (ii) issue to Developer credit and/or reimbursement rights for those fees related to capital improvement costs otherwise offset by Developer as required by law (which credit and/or reimbursement rights shall be more fully set forth in an additional agreement related to the capital improvement(s) at issue).

(c) Nothing in this Agreement shall preclude the City from applying new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, Sections 3.3 and 3.4 of this Agreement shall apply.

(d) Notwithstanding Section 7.3 of this Agreement, if the City adopts any rules, regulations, or policies outlining the circumstances under which the City will consider the creation of a special improvement district or other form of assessment district (“**Improvement District Guidelines**”), any district created to finance improvements benefitting the Project shall comply with the minimum requirements established by the Improvement District Guidelines.

Should the City adopt or amend rules, regulations, policies, resolutions or ordinances other than those described in paragraphs 3.2(a) through 3.2(d) above, Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. The City and Developer shall subsequently execute an amendment to this Agreement evidencing the Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

3.3 Conflicting Federal or State Rules. If any federal or state laws or regulations prevent or preclude compliance by the City or Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Either party, upon learning of any such matter, will provide the other with written notice thereof and provide a copy of any such law, rule, regulation, or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) The parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

3.4 Amendments to Comply with Changes in State and Federal Law. In the event either party believes that an amendment to this Agreement is necessary because of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council to determine the exact nature of the amendment necessitated by such federal or state law or regulation. The Developer shall have the right to present oral and written testimony at the hearing.

(a) Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section 3.4 is subject to judicial review, but such review shall be filed within twenty-five (25) calendar days from the date of the hearing.

(b) The City shall cooperate with the Developer in securing any City permits, licenses or other authorizations that may be required because of any amendment necessitated by a change in state or federal law. As required by the Applicable Rules, the Developer shall be responsible for paying all applicable fees in connection with securing such permits, licenses, or other authorizations.

SECTION 4

PUBLIC FACILITIES

4.1 Fire Protection. Fire protection services in the City are provided exclusively by the North Lyon County Fire Protection District (“**Fire District**”) and the Fire District chief (the “**Chief**”) is the official charged with administering all fire control laws in the City. The parties acknowledge that as of the Effective Date the Fire District does not have the facilities or capacity required to provide adequate fire protection services for the Project, nor does the Fire District have within its budget the ability to pay for such facilities. The parties further acknowledge that the Fire District has a legitimate interest in designing new facilities to meet the long-term needs of the community (“**Fire Needs**”) and not solely to meet the increase in service demands resulting from development of the Project (“**Project Fire Demands**”). Accordingly, the parties agree as follows:

(a) The parties shall hire an independent third-party consultant (the “**Fire Consultant**”), paid for by Developer, to study the Fire Needs and Project Fire Demands and make recommendations for future infrastructure and fire protection facilities. Within sixty (60) days after the Effective Date, the City and the Developer shall finalize the scope of work to be performed by

the Fire Consultant. If the parties fail to agree upon the scope of work, any disputes shall be resolved by the City Council. Notwithstanding the foregoing, the parties agree that the Fire Consultant shall: (i) address the fire facilities necessary to serve the Fire Needs when the Project is completely built out, (ii) prepare a phasing plan for the timing of construction of such facilities, and (iii) determine the extent to which such fire facilities will serve areas outside the Project.

(b) Developer shall use commercially reasonable efforts to cause Fire Consultant to complete and deliver to Developer, the City, and the Fire District a preliminary draft of its report (“**Preliminary Report**”) within one hundred twenty (120) days after the Effective Date, or as soon as reasonably possible thereafter. Upon Fire Consultant’s delivery of the Preliminary Report to Developer, the City, and the Fire District, each such party shall promptly review the Preliminary Report and shall either approve or disapprove the Preliminary Report and its recommendations within thirty (30) days after delivery. If any such party disapproves the Preliminary Report, they shall confer in good faith to resolve the disapproving party’s concerns and reach agreement on the Preliminary Report and its recommendations. Upon agreement between Developer, the City, the Fire District, and the Fire Consultant on the final form of the Preliminary Report and its recommendation, such final draft shall be deemed the “**FFS Plan**” herein.

(c) Developer agrees to dedicate a parcel of land to the City for the development of a new fire station within the Project (“**Fire Station Site**”). The size and location of the Fire Station Site shall be consistent with the recommendations of the FFS Plan; provided, however, that it shall not be located in the following areas of the Project: (i) any portion of the Project with a “locational commercial” land use designation in the Handbook, or (ii) the portion of the Project in the vicinity of the southeast or southwest intersections of Nevada Pacific Parkway and I-80.

(d) The Developer shall construct a new fire station on the Fire Station Site at the Developer’s sole cost and expense. Notwithstanding the foregoing, the City shall reimburse Developer for costs associated with the fire facilities identifies in the FFS Plan as providing excess capacity (that is, fire service capacity afforded by the fire facilities in excess of that reserved for the fire service to the Project).for fire service to the Project, which costs may be levied by the City or Fire District in the form of impact fees or by impact fees or by other similar method, and which fees, whatever the form, shall not be deemed in violation of Section 3.2 above.

(e) The new fire station is to be built, equipped and furnished in accordance with Fire District’s specifications based upon the recommendations of the FFS Plan. Developer shall meet with the City and Fire District before commencing design of the fire station and shall submit building plans and specifications at the fifty percent (50%), ninety percent (90%), and one hundred percent (100%) plan set level for review and final approval by the City.

(f) Prior to the issuance of the first certificate of occupancy for any building in the Project, construction of the fire station must be at least eighty percent (80%) complete, as determined by the Chief. Prior to the issuance of the second certificate of occupancy for any building in the Project, the fire station must be complete, as determined by the Chief. The City shall withhold the issuance of any further certificates of occupancy until construction of the fire station has been completed.

4.2 Wastewater Treatment Facilities. The parties have analyzed the anticipated impacts of the build-out of the Project on the City's East Waste Water Treatment Plant ("**Treatment Plant**") and have determined that the development of the Project is likely to cause the Treatment Plant to exceed certain capacity thresholds that will trigger obligations on the part of the City to design and construct new facilities to expand the plant's capacity ("**Treatment Plant Improvements**") pursuant to the requirements of Permit No. NS0080011 issued by the Nevada Division of Environmental Protection ("**NDEP**"). Accordingly, the parties agree as follows:

(a) When the Treatment Plant reaches 65% of capacity, the City and Developer shall work together to address funding needs for the design and construction of the Treatment Plant Improvements. Developer acknowledges that the design of the Treatment Plant Improvements must be underway when the plant reaches 75% of capacity, as required by NDEP.

(b) Upon approval of the design and engineering plans by the City and NDEP, the City and Developer shall negotiate in good faith to reach an agreement to reimburse Developer for costs incurred to construct excess capacity based on the amount of sewage generated by the Project.

(c) Construction of the Treatment Plant Improvements must commence before the plant reaches 85% of capacity as required by NDEP. Therefore, once the Treatment Plant reaches 80% of capacity, no further building permits will be issued unless and until construction of the Treatment Plant Improvements has commenced.

4.3 Relocation of City Well 9. Developer acknowledges that proposed alignment for the industrial lead track for the railway through the Project extends over and across an area occupied by an existing City well ("**Well 9**") and related facilities as depicted on **Exhibit C** attached hereto and incorporated herein by reference. Prior to the issuance of any building permits for construction of the lead industrial track, Developer agrees to construct and dedicate a new well in accordance with the following requirements:

(a) Developer shall dedicate and convey to the City not less than 0.5 acres for the new well ("**Well Site**"). Developer shall create a separate legal parcel for the Well Site and convey to the City fee interest title upon completion and acceptance of the new well. The City shall reasonably cooperate with Developer in the submittal and processing of any mapping application required to create a separate parcel for the Well Site.

(b) Developer shall meet with the City before commencing design of the new well and wellhouse and shall submit building plans and specifications at the fifty percent (50%), ninety percent (90%), and one hundred percent (100%) plan set level for review and final approval by the City and NDEP. Developer shall be responsible for all costs related to permitting, design, and construction of the new well and wellhouse.

(c) The new well shall produce a quality and quantity of water equal to or greater than what is produced by the existing well and shall be completely operational and accepted by the City before Well 9 is removed and abandoned. Developer shall be responsible for all costs related to removal and abandonment of Well 9.

(d) Developer shall dedicate and grant the City such easements for access, ingress and egress to the Well Site as required by the City Engineer and Public Works Director.

SECTION 5

PROJECT INFRASTRUCTURE IMPROVEMENTS

5.1 Conformance to Master Studies. Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure necessary for the development of the Project as identified by the accepted Master Studies and this Agreement, including all off-site and on-site improvements. Such project infrastructure improvements will be constructed in conformance with, and in the manner and timeframes, set forth in this Agreement and the accepted Master Studies.

5.2 Updates to Master Studies. If required by the City Engineer, Developer or a Parcel Owner shall submit and receive conditional approval of an update to a particular Master Study prior to the approval of any Land Use Applications if the development of the Project differs substantially in the opinion of the City Engineer from the assumptions of the approved Master Study.

5.3 Acquisition of Rights-of-Way and Easements. The parties understand and acknowledge that certain rights-of-way and easements outside the boundaries of the Project may be necessary for the development and construction of the improvements contemplated by this Agreement, including rights-of-way and easements for Nevada Pacific Parkway. In order to facilitate the acquisition of rights of way necessary for construction of the improvements, the following process shall govern:

(a) Developer shall first use all commercially reasonable efforts to acquire needed rights of way, easements, or other interests.

(b) If Developer is not able to acquire such rights of way, the City may allow a modification of the approved Master Study to permit development of the Project using alternative rights-of-way or easements approved by the City.

(c) If either (i) the approved Master Study cannot be modified to permit development of the Project using alternative rights-of-way or easements, or (ii) the cost of such improvements using alternative rights-of-way or easements is excessive (as determined by the City Manager in his or her reasonable discretion), the City shall pursue such acquisitions at Developer's expense, which expense shall include the payment of all condemnation legal fees and awards.

(d) If the City exercises the power of eminent domain pursuant to this Section 5.3, Developer shall deliver to the City a performance bond in an amount equal to 110% of the estimated cost of the condemnation action. Such performance bond shall be payable at any time upon presentation of (a) an affidavit by the City Manager stating Developer has failed to pay all amounts due to the City as required by this Section 5.3 within the time period provided for herein; and (b) a written request by the City showing the proposed payee and the amount to be paid. Copies of any such request shall be sent to the Developer at its last known address. Any performance bond posted pursuant to this Section 5.3 shall be fully released and discharged upon the receipt of final

payment from Developer of all costs associated with such condemnation action. Developer acknowledges that the purpose of the cost estimate described above is solely to determine the amount of security required and may be revised from time to time to reflect the actual cost. No representations are made as to the accuracy of these estimates and Developer agrees to pay the actual costs associated with the exercise of the power of condemnation and neither the estimated costs nor the amount of any performance bond establishes the maximum amount of Developer's liability.

(e) In no event shall City be liable for any delays by any third party in acquiring private or public rights of way or for obtaining necessary approvals or permits from public or private agencies or entities having jurisdiction.

5.4 Oversizing Reimbursement/Refunds. To the extent Developer has undertaken the construction of infrastructure and/or contribution of certain public facilities/apparatus in connection with its pursuit of the Project, the parties acknowledge that the City may request that the Developer construct and/or contribute certain public facilities/apparatus in a manner, or at a size or with a capacity to serve the needs of both the Project and properties, developments, or dwelling units located outside the boundaries of the Project. If the City has requested Developer to provide such oversized infrastructure or public facilities/apparatus, the City and Developer shall enter into mutually acceptable refunding/reimbursement agreement(s). Such agreement shall be prepared in accordance with the Code and will contain provisions for refunding or reimbursing the Developer for funds it has advanced based on Developer's proportionate use of the total capacity of the over-sized improvement.

5.5 Customary Improvements, Facilities and Services. Subject to Developer's full compliance with the Development Approvals and provision of all project infrastructure improvements required under the Applicable Rules, the City agrees to provide to the Property all customary public services otherwise provided by the City within its municipal limits, including community sewer and community water service, public building and road maintenance and other general public works services (excepting drainage improvements or open space improvements to be maintained by an owners association pursuant to the CC&R's). All City services provided to the Property shall be at least at a level equal to that generally provided within the remainder of the City and at a cost no greater than that charged by common purveyors of those services to other comparable areas of the City.

5.6 Traffic and Transportation Improvements. The City and Developer have worked cooperatively to obtain a federal grant under the Rebuilding American Infrastructure with Sustainability and Equity program ("RAISE Grant") to complete the remaining 3,100 feet of Nevada Pacific Parkway, including a bridge component over the existing Union Pacific Railroad track that will connect the current terminus of Nevada Pacific Parkway to US Hwy 50 (collectively, the "NPP Improvements"). The City, Developer, and Property Owners shall continue cooperating in good faith in pursuit of the RAISE Grant and completion of the NPP Improvements on the terms and conditions set forth in that certain Memorandum of Understanding dated March 15, 2023, by and between the City and certain of the Property Owners. Until the NPP Improvements are completed, the development of the Project has the potential to create significant traffic issues in and around the Property. Therefore, Developer agrees as follows:

(a) When traffic within the Project reaches 1,480 PM peak hour Project trips (which the Master Studies estimate as equivalent to approximately 35% of projected peak traffic flows) (“**Traffic Milestone**”), the City shall not issue any further building permits until the NPP Improvements are substantially complete, dedicated to the City, and open to the public.

(b) Developer shall submit and receive approval of an update to the Master Traffic Study if, in the opinion of the City Engineer, existing conditions deviate substantially from the assumptions employed in the approved Master Traffic Study. By way of example only, if the recommendations of the approved Master Traffic Study depend on assumptions regarding off-site infrastructure and/or traffic control devices that have not been completed, the updated Master Traffic Study shall include recommendations based on existing off-site conditions and the Traffic Milestone shall be modified to reflect the same.

5.7 Water Conservation. The City and Developer recognize that, as stated in Section 5.2 of the City’s Comprehensive Master Plan, “water is an especially precious commodity” in northern Nevada. In order to avoid waste and maximize available water resources, the City agrees to cooperate with Developer on such deviations from Code requirements with respect to landscaping as may be beneficial to conserve water resource that might otherwise be wasted on excessive irrigation.

5.8 Transfers to the City. Any property Developer transfers or dedicates to the City shall be free and clear of any mortgages, deeds of trust, liens or encumbrances and shall only be considered transferred or dedicated upon acceptance by the City.

SECTION 6 **OPEN SPACE**

The Project must provide a minimum of ten percent (10%) of the gross site area as open space as required by Section 32.06.140(d)(3) of the Code. The City agrees that certain land uses shall be credited towards the open space requirement as provided in Section 6 of this Agreement. Furthermore, landscape areas, inclusive of planted and inert material areas and plaza areas at Project or building entries that incorporate enhanced, stamped concrete or pavers or other elements of differentiation may be counted toward the total required open space acreage.

6.1 Amenitized Stormwater Management Facilities. For purposes of this Agreement, the term “**Amenitized Basin**” means and refers to an area that is designed to capture, store, channel, or release stormwater and that is designed as a site amenity by being aesthetically pleasing, having a natural appearance, and providing recreational or aesthetic value. Amenitized Basins located on private land may be counted toward the total required open space acreage with the approval of the Planning Director when integrated into the overall site and landscape design with at least three of the following features:

- (a) Side slopes generally no steeper than four to one (4:1).
- (b) Contiguous with and visible from a public street.

(c) Shaped to create natural looking appearance (avoid use of “boxy” or geometric shapes).

(d) Berms between a primary building and a street right-of-way no higher than four (4) feet above the finished grade of any contiguous sidewalk.

6.2 Incentive for Public Open Space. Each one (1) acre of land that satisfies the requirements of Section 6.1 above shall be treated as the equivalent of three (3) acres of land for purposes of satisfying the open space requirements if:

(a) At least one acre remains around the perimeter and such area remains open to public use; and

(b) The perimeter area features passive and active recreational opportunities, such as strolling and running trails, viewpoints, benches, and picnic and sitting areas.

To receive appropriate open space credit for an Amenitized Basin, Developer shall submit plans prepared by a licensed landscape architect to the City Planning Department with a request for a written determination regarding compliance with Sections 6.1 or 6.2 of this Agreement, as applicable. Within seven (7) working days after receipt of such plans, the Planning Department shall issue a written letter identifying the requirements of Section 6.1 and that the Amenitized Basin meets or does not meet, as applicable, as determined by the Director of Planning in his or her sole and absolute discretion. The Planning Department’s determination pursuant to this paragraph shall not be subject to judicial review or otherwise subject to challenge in any legal proceeding.

6.3 Land Donated for Fire Station. Any land donated to the City or the Fire District for construction of a new fire station shall be credited against the open space requirement.

6.4 Interconnected Trail System. The open space requirement for the Project shall be reduced by 20% if Master Developer designs and constructs a continuous network of sidewalks and trails extending from Duffy Road to the future intersection of Nevada Pacific Parkway and US Highway 50.

6.5 Project Identification Monument Signs. Privately maintained landscaping areas with “grand” monument signs (as identified in the Handbook) may be counted towards the open space requirements if located adjacent to and visible from Interstate 80 or US Highway 50.

SECTION 7

CITY AND DEVELOPER COOPERATION

7.1 Cooperation and Implementation. The City agrees that it will cooperate with and assist Developer to the fullest extent permitted by law to implement this Agreement; provided, however, such cooperation and assistance shall come at no cost to the City other than City employees’ salaries and general City administrative expenses, or as expressly agreed to in writing by the City in an instrument subsequent to the Effective Date (for example, a reimbursement agreement in connection with over-sizing of infrastructure).

7.2 Cooperation in Securing Government and Utility Permits/Approvals. Without limiting the generality of Section 7.1 above, the City agrees to cooperate with and assist Developer in obtaining any permits, licenses, or other authorizations that may be required from other governmental agencies and utility providers to proceed with the Project; provided again, however, such cooperation and assistance shall come at no cost to the City other than City employees' salaries and general City administrative expenses, and further provided that Developer will reimburse the City for any direct out-of-pocket expenses reasonably incurred by the City in assisting Developer in securing such permits, licenses, and/or authorizations.

7.3 Future Discussion Regarding Financing. The City and Developer will engage in good faith discussions regarding various options to provide mechanisms that will insure the timely and economically efficient provision of the infrastructure improvements identified in the Handbook, this Agreement, the FFS Plan, and the Master Studies. Elements of those mechanisms may include, without limitation:

- (a) Possible impact fee programs adopted by the City under Section 32.13.010 of the Code;
- (b) One or more reimbursement agreements entered into by the City under Section 32.13.020 of the Code, or Section 32.09.170(e)(2) of the Code;
- (c) The formation of one or more Special Improvement Districts pursuant to Consolidated Local Improvement Law, as amended (NRS Chapter 271), and
- (d) The formation of one or more Tax Increment Areas pursuant to NRS Chapter 278C.

The parties agree that participation in such discussions shall in no way obligate the City to advance public funds on any particular timetable nor participate in any form of public financing for any improvement or infrastructure for the Project. The parties further agree that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such special improvement district and any special improvement district must be processed and approved pursuant to State law and the Applicable Rules.

SECTION 8

REVIEW OF DEVELOPMENT

8.1 Project Review. As authorized by NRS 278.0205, Developer shall appear before the City Council to review the development of the Project.

8.2 Frequency of Reviews. The parties agree that the first review shall occur no later than twenty-four (24) months after the Effective Date of this Agreement, and again every twenty-four (24) months on the anniversary date of that first review thereafter, or as otherwise requested by City upon thirty (30) days' written notice to Developer.

- (a) For any such review, Developer shall provide, and City shall review, a report submitted by Developer documenting the extent of Developer's and City's material

compliance with the terms of this Agreement during the preceding period. The reports required pursuant to this Section shall contain information regarding the progress of development within the Project, including, without limitation:

(i) A table summarizing the party's obligations under this Agreement and whether the parties are in compliance with each such obligation;

(ii) data showing the total square footage of buildings built and approved as of the date of the report;

(iii) data showing the amount of open space provided in the Project, expressed as percentage of the gross acreage of all lots or parcels upon which construction of vertical improvements has been completed or is underway as of the date of the report.

(iv) The status of development within the Project and the anticipated phases of development for the next calendar year.

(b) In the event Developer fails to submit such a report within thirty (30) days following written notice from the City that the deadline for such a report has passed, Developer shall be in default of this provision and the City shall prepare such a report and conduct the required review in such form and manner as the City may determine in its sole discretion. The City shall charge Developer for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report.

(c) If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party may be continued to afford reasonable time for response.

8.3 Opportunity to be heard. The report required by Section 8.2 shall be considered solely by the City Council. Developer shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the parties under this Agreement. The Director of Planning may provide copies of the report to members of the City's Planning Commission for their information and use.

8.4 Action by the City Council. At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement.

SECTION 9

TERM AND TERMINATION

9.1 Effective Date. This Agreement is not effective until it has been approved by ordinance by the City Council and recorded in the office of the Lyon County Recorder (the date of recordation is referred to herein as the "**Effective Date**").

9.2 Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Developer shall have the right

to request extensions of the Term of this Agreement for an additional five (5) years upon the following conditions:

- (a) Developer provides written notice of such extension to City at least one hundred eighty (180) days prior to the expiration of the original Term of this Agreement;
- (b) Developer is not in default of this Agreement; and
- (c) Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

9.3 Arbitration. Any dispute arising from rights or obligations of this Agreement may be submitted to arbitration pursuant to the Commercial Rules of the American Arbitration Association and the Uniform Arbitration Act of 2000 [NRS 38.206 - 38.248], including any disputes regarding consents or approvals to be given by a party. The decision of the arbitrator shall be final and binding on both parties. In the event of any judicial enforcement or confirmation proceeding required relating to an arbitration award, the prevailing party shall be entitled to all reasonable costs and attorneys' fees. Any arbitrator appointed shall have recognized real estate or commercial law experience in the State of Nevada and shall be an "AV" rated attorney by Martindale-Hubell.

9.4 Statutory Cancellation/Amendment. Notwithstanding Section 9.3 above, any proposed amendment or cancellation of this Agreement by the City, in whole or in part and without the mutual consent of the parties, shall be in accordance with NRS 278.0205. The City shall, after completing its review of the development of the Property pursuant to 8.1 of this Agreement, provide Developer a description in writing, both detailed and specific, of any terms or conditions of the Agreement that have been allegedly breached by Developer and, where appropriate, the manner and period of time in which the breach may be corrected. Developer shall have sixty (60) days to either cure the breach or respond in writing to City, both detailed and specific, as to why it has not breached the Agreement.

(a) If the breach is not cured or the parties are unable to reach a resolution with regard to matters put in issue pursuant to this Section, and prior to any publication of any notice of intention to amend or cancel pursuant to NRS 278.0205(2), there shall then be scheduled a meeting or meetings to be held within thirty (30) days between a representative of Developer and the City Manager to seek resolution short of amendment or cancellation. Absent resolution by such meeting or meetings, a written report of the results of said meeting or meetings, including a description of any remaining unresolved issues, shall be agreed upon and executed by both parties.

(b) If there remain any unresolved issues, or if the resolution of any issues requires an amendment to this Agreement, the City shall proceed to either cancel or amend in accordance with NRS 278.0205(2). The written documentation required by this Section, and any other applicable material, shall be provided to Developer at least fifteen (15) days prior to the meeting at which the amendment and/or cancellation is to be considered by the City Council. Developer shall have the opportunity to be heard orally and/or in writing before the City Council at that meeting.

Except as expressly permitted by NRS 278.0205, the City shall have no right to cancel or amend this Agreement without the express written consent of Developer.

9.5 Limitation on Monetary Damages. Developer acknowledges and agree that the City would not have entered into this Agreement if it were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, Developer (or its permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that the City shall not be liable to Developer or to any other Person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

9.6 Unavoidable Delays. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, states of national or local emergency, periods of moratoria (such as those associated with the COVID-19 pandemic in 2020-21), restrictions imposed or mandated by governmental entities other than the City and entities providing utilities, enactment of conflicting State or Federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. The performance to be excused is that which is materially affected by such matters, beyond the control of the party, where performance is affected. Developer shall give the City written notice of any delay subject to this Section and shall indicate the phases or areas of work that are affected by such delay. An extension of time shall be granted by the City to be coextensive with the period of the delay or longer as may be mutually agreed by the parties.

9.7 Default by the City. In the event of default by the City of a material term of this Agreement, Developer shall be relieved of its obligations under the Agreement. If Developer elects to proceed with the Project, in its discretion, it may seek enforcement of City's performance through administrative procedures, by arbitration, or by judicial intervention including, but not limited to, actions for specific performance and/or temporary or permanent injunctive relief, as Developer deems necessary.

SECTION 10

MORTGAGE FINANCING

10.1 Mortgagee Protection. The parties hereto agree that this Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by one or more Mortgages securing financing with respect to the Property, without limitation on the size or nature of any such transaction, the amount of land involved, or the use of proceeds therefrom. The City acknowledges that the Mortgagees providing such financing may request certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the

intent and purposes of this Agreement. Any such Mortgagee shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust on the Property or any part thereof made in good faith and for value;

(b) The Mortgagee under any mortgage or deed of trust encumbering the property, or any part thereof, which Mortgagee has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default by Developer in the performance of Developer's obligations under this Agreement;

(c) If the City timely receives a request from a Mortgagee requesting a copy of any notice of default given to Developer under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within five (5) days of sending the notice of default to the Developer. The mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement, but in no event less than thirty (30) days from Mortgagee's receipt of such notice of default; and

(d) Any Mortgagee (or its Affiliate) who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement; provided, however, that (i) in no event shall such Mortgagee be liable for any defaults or monetary obligations of Developer arising prior to acquisition of title to the Property by such Mortgagee, (ii) Mortgagee's rights shall be subordinate and subject to any monetary liens on the Property in favor of the City, and (iii) in no event shall any such Mortgagee or its successors or assigns be entitled to a building permit or occupancy certificate until all fees due under the Development Approvals (relating to the portion of the Property acquired by such Mortgagee) have been paid to the City and until any other default applicable to such site has been cured.

10.2 Enforcement. The City will execute and deliver to any Mortgagee or other interested person a certificate of compliance described in Section 10.3 below and such other documents as may be reasonably requested to acknowledge that this Agreement is in full force and effect, Developer is not in default hereunder, the City has no lien on the Property which are subject to foreclosure, and the City's rights under this Agreement are subordinate as set forth herein. Nothing herein, however, shall be deemed to relieve Developer of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

10.3 Certificate of Compliance. At any time during the term of this Agreement, any Mortgagee or other party may by written notice given by certified mail or by personal delivery request any party to this Agreement to confirm that to the best of such party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and such other matters as are reasonable under the circumstances. Each party hereby agrees to provide a Certificate to such lender or other party within ten (10) business days of the request therefore. The failure of any party to provide the requested certificate within such ten (10) business

day period shall constitute a confirmation that to the best of such party's knowledge, no defaults exist under this Agreement.

10.4 Limitation. The provisions of NRS 278.0201 apply to this Agreement.

SECTION 11

OWNERSHIP AND CONTROL OF THE PROJECT

11.1 Appointment of Developer by Property Owners. The Property Owners hereby appoint Developer to serve as their representative and attorney-in-fact for purposes of this Agreement.

11.2 Authority and Role of Developer. The Property Owners and Developer represent and warrant that Developer has the express authority to bind the Property Owners individually, and the City has no obligation to verify or confirm that any decision made or action taken by Developer is acceptable to the Property Owners, including any decision or action of Developer that might or could impact the Property Owners unless and until a successor Developer has been appointed by the Property Owners to serve as the Developer under this Agreement on behalf of the Property Owners, together with the name and contact information for such successor Developer. The parties agree that any communication, consent, approval, waiver, submission or other action by or on behalf of the Property Owners pursuant to the terms of this Agreement shall be made by Developer.

11.3 Major Modifications. The parties agree that major modifications that apply permanently to all development in the Project are generally not in the best interests of effective and consistent development of the Project, as the parties spent a considerable amount of time and effort negotiating at arm's length the rules and regulations for the Project as provided herein and the Handbook. Further, the parties agree that major modifications can change the look, feel, and construction of the Project in such a way that the intent of the parties is not demonstrated by the developed product. However, the parties acknowledge that there are special circumstances which may necessitate the modification of certain provisions to accommodate unique situations which are presented to the Developer upon the actual development of the Project. Therefore, the parties also agree that the only proper entity to request a major modification is the Developer itself. A request for a major modification shall not be permitted from a Parcel Owner or any other purchaser of real property within the Project.

11.4 Effect of Breach or Default by Developer. The parties acknowledge that Developer is serving as the representative of the Property Owners. If Developer breaches this Agreement or fails to perform any of its obligations hereunder after receiving written notice from the City of such failure or default in accordance with this Agreement, the City, shall have the right to exercise any and all rights and remedies available to the City with respect to such default, subject to the terms and conditions of this Agreement. The liability of the Property Owners for any breach by Developer shall be joint and several. Unless the context requires otherwise, all references to the Developer in this Agreement shall be construed as references to the Developer and the Property Owners.

11.5 Assignments; Transfer of Rights. Subject to the terms and limitations of this Section 11.5, Developer shall have the right to assign all or any portion of its rights and delegate any obligations under this Agreement to third parties who acquire fee simple absolute ownership to any portion of the Property.

(a) If such transfer, conveyance, or assignment by Developer is part of a Wholesale Transaction, Developer shall give the City at least sixty (60) days prior written notice. No notice need be given of any sale, transfer, conveyance, or assignment of any portion of the Property that does not involve a Wholesale Transaction. In addition, except as set forth in this Section 11.5(a) or in any agreement relating to an assignment or transfer of any Parcel, the assignee or transferee of any portion of the Property shall not be subject to any of Developer's monetary obligations hereunder nor be deemed to have assumed any of such obligations except (i) that portion of the Property transferred shall be subject to any unpaid amounts due and liens created as a result of any public financing or assessment district covering such portion, and (ii) each such assignee/transferee as to the portion of the Property transferred shall be responsible for paying any amounts imposed as a condition to the development of that portion of the Property so transferred, which are due upon filing of maps, issuance of building permits, or some other event (including, without limitation, assessments imposed in connection with any owners association or landscape maintenance district formed for that portion of the Property).

(b) Notwithstanding anything to the contrary in Section 11.5(a) above, the City shall release Developer from any obligations under this Agreement with respect to the portion of the Property transferred upon the full satisfaction by Developer of the following conditions:

(i) Developer no longer has a legal or equitable interest in the portion of the Property being transferred except for any rights applicable to purchase money financings, the CC&R's, or other restrictive covenants, reservations, or easements, or similar instruments recorded against the Property;

(ii) the City has not received notice that Developer is then in material default under this Agreement; and

(iii) the purchaser, transferee, or assignee agrees in writing to be bound by this Agreement as it applies to the portion of the Property being transferred; and

(iv) the purchaser, transferee, or assignee provides the City with assurances reasonably satisfactory to the City Manager and City Attorney concerning the performance of its obligations hereunder with respect to the Parcel being acquired.

Following compliance by the Developer (and the transferee where applicable) with the requirements of this Section 11.5(b), the City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such transferee. "Compliance," as used in the preceding sentence, shall include, without limitation, compliance with reporting requirements and the payment of any dollar amounts owed.

(c) With respect to any permitted assignment pursuant to the provisions of this Section 11.5, the City shall forthwith release Developer from its obligation under any subdivision agreements or other agreements or undertakings pertaining to the transferred portion of the Property, and release to Developer any bonds or other security posted to secure obligations under such agreements or undertakings, provided the transferee expressly assumes the obligations under such agreements and substitutes bonds or other security acceptable to the City in place of the security to be released.

(d) Any amendment to this Agreement between the City and a transferee from Developer shall only affect the portion of the Property owned by such transferee, and a breach by any transferee shall only affect that portion of the Property owned by such transferee. Any such amendment shall require the written consent of Developer, so long as Developer has any legal or equitable interest in any of the Property.

(e) Notwithstanding anything contained in this Section 11.5, Developer has full discretion and authority to transfer or assign interests in the Property or portions thereof in connection with any financing transactions described in Section 10.1 above, including any transfer to an institutional lender as a result of a foreclosure or deed in lieu of foreclosure. Any lender acquiring the Property, or any portion thereof, as a result of foreclosure or a deed in lieu of foreclosure, shall take such Property subject to the rights and obligations of Developer under this Agreement; provided, however, in no event shall such lender be liable for any defaults or monetary obligations of Developer arising under this Agreement prior to acquisition of title to the Property by such lender.

SECTION 12

MISCELLANEOUS

12.1 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City: City of Fernley
 595 Silver Lace Boulevard
 Fernley, Nevada 8989408
 Attention: City Manager

With a copy to: City of Fernley
 595 Silver Lace Boulevard
 Fernley, Nevada 8989408
 Attention: City Attorney

 City of Fernley
 595 Silver Lace Boulevard
 Fernley, Nevada 8989408
 Attention: Planning Director

To Developer: Mark IV Capital Properties, Inc.
4450 MacArthur Boulevard, Second Floor
Newport Beach, CA 92660

Either Party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of persona/ delivery or the date delivery of mail is first attempted.

12.2 Further Documents. Each party agrees to honor any reasonable requests by the other party to complete, execute, and deliver any document necessary to accomplish the purposes hereof.

12.3 Modifications and Amendments. Modifications and amendments to this Agreement are not effective or binding until approved by ordinance of the City Council and Recorded in accordance with NRS 278.0205.

12.4 Entire Agreement. With respect to the matters addressed herein (including the recitals and exhibits), this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties.

12.5 Time of Essence. Time is of the essence in the performance of this Agreement.

12.6 Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

12.7 Governing law. The laws of the State of Nevada, without regard to conflicts of law principles, shall govern the interpretation and enforcement of this Agreement.

12.8 Severability. If any provision contained in Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

12.9 Binding effect. Subject to Section 11.5 above, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, and permitted successors and assigns of the parties hereto. To the extent that any assignment of any right under this Agreement changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Agreement, attempts to operate as novation, or includes a waiver or abrogation of any defense to payment by Fernley, such offending portion of the assignment shall be void, and shall be a breach of this Agreement.

12.10 No third-party beneficiaries. Unless otherwise specifically identified in this Agreement, there are no third-party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

12.11 Representation and Warranties by Persons who Sign this Agreement. Each Person who signs this Agreement represents and warrants to each other Person who signs this Agreement that he or she is an authorized agent of and has actual authority to execute this Agreement on behalf of the party for whom he or she is signing, and that all required approvals and actions have been taken to authorize the execution of this Agreement with the intent and effect of binding the party to this Agreement.

12.12 Attorney's Fees. If legal action is brought by either party to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs in addition to all other relief to which it may be entitled.

12.13 No Personal Obligation/No Completion Obligation. This Agreement in and of itself does not represent a personal obligation of Developer, its officers, directors, or shareholders, or their respective successors or assigns. Nothing herein contained shall in and of itself be deemed to create an obligation of the Developer, its successors or assigns to complete the development of the entire Project as contemplated, or any particular portion thereof.

12.14 Release of Lot/Common Area. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any Parcel within the Property, and such Parcel shall be released and no longer be subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for a building on such Parcel. This Agreement shall further terminate with respect to any Parcel designated in the Development Approvals for open space, or as "common area" upon completion of all improvements required for that Parcel as identified in the Development Approvals.

[Signature Page Follows]

M4 NEW FERNLEY LLC, a Nevada limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 202__ by _____ as _____ of M4 New Fernley LLC, a Nevada limited liability company.

Notary Public

My Commission Expires: _____

M4 NEW FERNLEY QOZB LLC, a Nevada limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 202__ by _____ as _____ of M4 New Fernley QOZB LLC, a Nevada limited liability company.

Notary Public

My Commission Expires: _____

By: _____
Name: _____
Its: _____

This instrument was acknowledged before me on _____, 202__ by _____ as _____ of M4 Fernley Jackson LLC, a Nevada limited liability company

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
PD HANDBOOK
(attached)

EXHIBIT C

CITY WELL # 9 LOCATION MAP