



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, November 15, 2023 • 5:00 PM

Mayor

Neal E. McIntyre

City Council

Ward 1 - Ryan Hanan

Ward 2 - Felicity Zoberski

Ward 3 - Stan Lau

Ward 4 - Albert Torres

Ward 5 - Fran McKay

City Manager

Benjamin Marchant

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

Zoom information:

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

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

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

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

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

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

1.3. Public Forum

1.4. (For Possible Action) Approval of Agenda

2. CONSENT AGENDA

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

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

2.4. Possible Action to Approve the Will-Serve Request from Sure Clean Car Wash for 0.12 ERC's for Water (Irrigation Only) for Lyon County Parcel 021-232-68 located at 1530 E. Newlands Drive Fernley, NV

2.5. Possible action to approve a contract with CDM Smith to provide engineering analysis, design and construction administration for the proposed surface water treatment improvements at the water treatment plant facility in the amount not to exceed \$338,713.

2.6. (For Possible Action) Adoption of Resolution # 23-016 to amend the development services fee schedule to reflect actual cost of contracted surveyor consultant rates rather than a set surveyor fee.

2.7. Possible Action to approve a contract with Legal Edge Software to Provide Azure Services and Managed Services

2.8. Possible action to approve \$10,000 of additional funding for the Bureau of Land Management (BLM) to continue processing the original eight parcels for conveyance and preparatory work on the Fernley Conveyance Phase 2 conveyance.

2.9. Possible Action to approve a Cannabis Cultivation license for International Service & Rebuilding, Inc.

2.10. Possible Action to approve a Cannabis Production license for International Service & Rebuilding, Inc.

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

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

4. PROCLAMATIONS BY THE MAYOR

5. ORDINANCES

5.1. (For Possible Action) First Reading of Bill # 341, amending Section 2.02.07 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.

6. STAFF REPORTS

- 6.1. (For Possible Action) Consideration, discussion, and possible action to approve a contract with Kimley-Horn not to exceed \$119,615 for the preparation of the Southwest Fernley Area Plan.
- 6.2. Discussion and possible action to approve the guaranteed maximum price for the construction of the first phase of the Community Response and Resource Center in an amount not to exceed \$17,935,872.00.
- 6.3. Discussion and possible action to approve the abandonment of a water utility easement created in recorded documents number 662290 on APN 021-061-32 and number 662289 on APN 021-061-29.

7. PUBLIC HEARINGS

- 7.1. (For Possible Action) Discussion and possible action on Resolution #23-015 as it pertains to an annexation application (ANX23001) submitted by Summit Engineering on behalf of Lansing Companies regarding a request to annex into the City of Fernley 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).
- 7.2. (For possible action) Consideration of a type 1 vacation request (T1V23001) and associated order of abandonment by Denson Surveying on behalf of Genica Skyridge Estates to abandon a portion of the public street right-of-way known as "Serenity Circle", located at approximately 1300 / 1336 Serenity Circle (APNs: 022-481-01 and 022-481-19), to allow for re-dedication of a right-of-way that matches the street as constructed.
- 7.3. (For Possible Action) Second Reading and possible adoption of Bill #332, an Ordinance to amend Section 32.07.020 (Accessory Dwellings) of the City of Fernley Development Code to conform with NRS Section 278.253 regarding tiny houses.
- 7.4. (For Possible Action) Second Reading and possible adoption for Bill #335, an Ordinance to repeal and replace Section 32.06.140 (Planned Development) of the City of Fernley Development Code.
- 7.5. (For Possible Action) Second Reading and possible adoption of Bill #338, an Ordinance conditionally adopting Phase 1 of the Victory Logistics District Planned Development (PD23001), including a Change of Zone from Industrial (I) and General Commercial (C2) to Planned Development (PD) and approval of a development standards handbook. The Planned Development consists of approximately 2,174 acres generally located south of Interstate 80 and east of Nevada Pacific Parkway (APNs 021-201-01 and -16; 021-211-02, -03, -04, and -06; 021-242-11 and -17; 021-251-25; 021-261-43 and -44).

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

- 8.1. Possible action to request a future agenda item to discuss the goals for Main Street America and our relationship with the Nevada Department of Transportation. (Councilman Hanan)
- 8.2. Possible action to request a future agenda item to discuss lighting on Farm District Road. (Councilwoman McKay)

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: December 6th @ 5pm

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Paid and unpaid invoices included.

Vendor.Vendor Number = {<>} 2201

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
AFLAC								
5690	AFLAC	657717	SUPPLEMENTAL INSURANCE	10/30/2023	123.26	11/03/2023	100-217400 AFLAC Insurance Payable	1023
Total 5690:					123.26			
ALHAMBRA								
4688	ALHAMBRA	7661929102623	water service	10/26/2023	262.29-		510-810-614 Supplies-Plant/Shop/Maint	1023
Total 4688:					262.29-			
ARAMARK								
1895	ARAMARK	5980142053	mats	10/19/2023	187.82	11/03/2023	100-475-614 Supplies-Plant/Shop/Maint	1023
1895	ARAMARK	5980142055	SHOP MAT SERVICE	10/19/2023	97.26	11/03/2023	100-475-614 Supplies-Plant/Shop/Maint	1023
1895	ARAMARK	5980142850	pants service	10/23/2023	48.53	11/03/2023	510-810-614 Supplies-Plant/Shop/Maint	1023
1895	ARAMARK	5980142855	SHIRT CONTRACT	10/23/2023	43.80	11/03/2023	100-480-600 GENERAL SUPPLIES/TOOLS	1023
1895	ARAMARK	5980142856	uniforms	10/23/2023	38.12	11/03/2023	100-475-616 Supplies-Safety	1023
1895	ARAMARK	5980144762	pants service	10/30/2023	48.53		510-810-614 Supplies-Plant/Shop/Maint	1023
1895	ARAMARK	5980144767	uniform	10/30/2023	47.44	11/03/2023	100-480-600 GENERAL SUPPLIES/TOOLS	1023
1895	ARAMARK	5980144768	uniforms	10/30/2023	38.12	11/03/2023	100-475-616 Supplies-Safety	1023
1895	ARAMARK	5980145857	mats	11/02/2023	187.82		100-417-420 Contract Services	1123
1895	ARAMARK	5980145859	shop mat service	11/02/2023	97.26		100-575-614 Supplies-Plant/Shop/Maint	1123
1895	ARAMARK	5980145861	PS rags and rugs	11/02/2023	105.16		510-840-420 Contract Services	1123
Total 1895:					939.86			
AT&T								
13	AT&T	53740 NOV 23	775 575-5455 374 0	10/26/2023	450.29	11/17/2023	100-417-530 Communications (Internet,Cell)	1023
13	AT&T	96145 OCT 2023	131 252-8129 614 5	10/02/2023	230.00	10/24/2023	100-417-530 Communications (Internet,Cell)	1023
13	AT&T	96145 OCT 2023	131 252-7192 857 4	10/02/2023	308.16	10/24/2023	100-417-530 Communications (Internet,Cell)	1023
13	AT&T	98670 NOV 23	775-786-2229 867 0 OCT 20- NOV 19 2023	10/20/2023	1,450.12	11/10/2023	100-417-530 Communications (Internet,Cell)	1023
Total 13:					2,438.57			
BIG R OF FERNLEY								
20	BIG R OF FERNLEY	17956/55	antifreeze	10/23/2023	79.90	11/03/2023	100-528-610 Automotive Supplies	1023
20	BIG R OF FERNLEY	17965/5	BOLTS FOR STREET DUMP TRUCK	10/24/2023	3.58	11/03/2023	100-475-600 General Supplies	1023
20	BIG R OF FERNLEY	17979/5	cold weather bags and Misc	10/26/2023	115.86	11/03/2023	100-575-600 General Supplies	1023
20	BIG R OF FERNLEY	18000/5	hooks	10/30/2023	31.12	11/03/2023	100-528-430 Service-Repair and Maintenance	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	18003/5	bolts for fleet	10/30/2023	63.03	11/03/2023	100-480-610 AUTOMOTIVE SUPPLIES	1023
20	BIG R OF FERNLEY	18004/5	kwik seal scraper	10/30/2023	18.97	11/03/2023	100-417-600 General Supplies	1023
20	BIG R OF FERNLEY	18037/5	propane & misc.	11/03/2023	180.70		100-575-623 Propane	1123
20	BIG R OF FERNLEY	18040/5	bolt nut washer	11/03/2023	8.94		100-575-600 General Supplies	1123
20	BIG R OF FERNLEY	18045/5	Misc. Hardware	11/03/2023	30.25		100-475-600 General Supplies	1123
Total 20:					532.35			
BIGGEST LITTLE RADIO								
8622	BIGGEST LITTLE RADIO	1529	Spooktacular 23	10/30/2023	300.00	11/03/2023	100-412-650 Community Support	1023
Total 8622:					300.00			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	100223-1	Business Cards for Joseph Motsinger	10/26/2023	87.40	11/03/2023	100-605-550 Printing and Postage	1023
6970	BOB'S PRINTING AND SIGNAGE	101923-1	Spooktacular Banner 23	10/26/2023	710.00	11/03/2023	100-412-650 Community Support	1023
Total 6970:					797.40			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	8394391	restroom supplies	10/20/2023	185.87	11/03/2023	100-575-600 General Supplies	1023
Total 8837:					185.87			
BUREAU OF LAND MANAGEMENT								
363	BUREAU OF LAND MANAGEMENT	NVN 093783	FEDERAL LAND CONVEYANCE 2023	11/01/2023	10,000.00		100-413-322 Prof Serv-Other	1123
Total 363:					10,000.00			
CAPITAL GLASS, INC.								
8559	CAPITAL GLASS, INC.	SD18326	auto doors city hall	09/22/2023	290.00	11/03/2023	100-417-420 Contract Services	923
8559	CAPITAL GLASS, INC.	SD18743	auto door repair	11/03/2023	310.00		100-417-430 Service-Building Repair/Maint	1123
Total 8559:					600.00			
CARE FLIGHT								
7204	CARE FLIGHT	OCT 23	HEALTH INSURANCE/CARE FLIGHT	10/30/2023	80.00	11/03/2023	100-217000 HEALTH INSURANCE PAYABLE	1023
Total 7204:					80.00			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	MQ54197	General Supplies	10/20/2023	52.77	11/03/2023	100-418-600 General Supplies	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 27:					52.77			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	10/2023	CREDIT CARD PROCESSING FEES- WATER 6181757	10/31/2023	3,709.31	10/31/2023	510-810-609 Credit Card Fees	1023
8637	CHASE PAYMENTECH MERCHANT SERVICES	10/2023	CREDIT CARD PROCESSING FEES- SEWER 6181757	10/31/2023	3,709.31	10/31/2023	520-810-609 Credit Card Fees	1023
8637	CHASE PAYMENTECH MERCHANT SERVICES	10/2023	CREDIT CARD PROCESSING FEES- FINANCE 6291057	10/31/2023	2,746.70	10/31/2023	100-415-609 Credit Card Fees - Govt Svcs	1023
8637	CHASE PAYMENTECH MERCHANT SERVICES	10/2023	CREDIT CARD PROCESSING FEES- FINANCE 6291058	10/31/2023	176.66	10/31/2023	100-415-609 Credit Card Fees - Govt Svcs	1023
Total 8637:					10,341.98			
CITY OF FERNLEY								
32	CITY OF FERNLEY	30.7838.13 NOV 23	WATER CONVEYANCE; PN# 2019-002-1	11/03/2023	92.85		510-166100 Construction In Progress	1123
Total 32:					92.85			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039341101076	E3103934 SUPPLEMENTAL INSURANC	11/01/2023	55.16	11/03/2023	100-218000 COLONIAL INSURANCE PAYABL	1123
Total 3520:					55.16			
CORE CONSTRUCTION SERVICES OF NEVADA,INC								
8916	CORE CONSTRUCTION SERVICES OF NEVADA,IN	221001014	CRRC CMAR-September 2023	09/30/2023	4,725.00	11/03/2023	220-480-810 ARPA	923
Total 8916:					4,725.00			
CORWIN FORD								
8843	CORWIN FORD	3156	Ford F-550 Dump Truck	07/01/2023	65,001.25	11/03/2023	510-165100 Maintenance Equipment	723
Total 8843:					65,001.25			
CULLIGAN WATER								
6417	CULLIGAN WATER	1250667	PS Chemical System Softener inspection service	10/10/2023	425.00	11/03/2023	510-840-430 Service-Repair and Maintenance	1023
Total 6417:					425.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	10/2023	REIMB CANDY FOR SPOOKTACULAR	10/31/2023	439.20	11/03/2023	100-412-650 Community Support	1023
8639	EMPLOYEES, CITY OF FERNLEY	10232023	REIMB FOR CDL RENEWAL	10/23/2023	111.25	10/25/2023	100-417-642 Licenses and Permits	1023
8639	EMPLOYEES, CITY OF FERNLEY	102523	REIMB FOR EMPLOYEE OF THE MONTH B GOSSER	10/25/2023	56.95	11/03/2023	100-412-586 Employee Recognition	1023
8639	EMPLOYEES, CITY OF FERNLEY	103023	REIMB FOR AICP MEMBERSHIP	10/30/2023	160.00	11/03/2023	100-610-581 Dues and Memberships	1023
8639	EMPLOYEES, CITY OF FERNLEY	103023	REIMB FOR APA MEMBERSHIP	10/30/2023	346.00	11/03/2023	100-610-581 Dues and Memberships	1023
8639	EMPLOYEES, CITY OF FERNLEY	103023	REIMB FOR NV APA CHAPTER MEMBERSHIP	10/30/2023	52.00	11/03/2023	100-610-581 Dues and Memberships	1023
8639	EMPLOYEES, CITY OF FERNLEY	103023	REIMB FOR PASSPORT	10/30/2023	180.00	11/03/2023	100-610-580 Training	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8639	EMPLOYEES, CITY OF FERNLEY	103023	REIMB FOR ZONING PRACTICE	10/30/2023	65.00	11/03/2023	100-610-580 Training	1023
8639	EMPLOYEES, CITY OF FERNLEY	172058950	REIMB FOR CDL PERMIT	10/26/2023	57.25	11/03/2023	100-480-322 Professional Services - Other	1023
8639	EMPLOYEES, CITY OF FERNLEY	NOV 2023	REIMB FOR TRAINING EXPENSES, LODGING, PER DIEM,	11/01/2023	478.65	11/03/2023	100-413-582 Travel	1123
8639	EMPLOYEES, CITY OF FERNLEY	NOV 23	REIMB FOR EMPLOYEE APPRECIATION LUNCH	11/03/2023	300.71		100-413-600 General Supplies	1123
8639	EMPLOYEES, CITY OF FERNLEY	NOV2023	REIMB FOR LUNCH MTG W/LCFP VARIOUS PROJECTS	11/02/2023	35.97		100-413-322 Prof Serv-Other	1123
Total 8639:					2,282.98			
FEDEX FREIGHT								
8727	FEDEX FREIGHT	8-299-57039	WTP Oil Samples	10/27/2023	31.11	11/03/2023	510-840-610 Automotive Supplies	1023
Total 8727:					31.11			
FERNLEY COMMUNITY FOUNDATION								
8668	FERNLEY COMMUNITY FOUNDATION	FinalFY23-24R1	Final FY 23-24 R1 Fernley Com Found	11/03/2023	5,000.00		225-575-650 Grant Awards	1123
Total 8668:					5,000.00			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0306	Lobbyist Contract	11/10/2023	5,800.00	11/03/2023	100-413-322 Prof Serv-Other	1123
Total 8869:					5,800.00			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2590917	hot mix	10/17/2023	499.80	11/03/2023	100-475-600 General Supplies	1023
Total 64:					499.80			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	624248192	Communications	11/01/2023	212.37		100-417-530 Communications (Internet,Cell)	1123
Total 8838:					212.37			
HANNEMAN SERVICE								
70	HANNEMAN SERVICE	111668	Misc. Service Labor	10/26/2023	145.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	111669	Misc. Service Labor	10/26/2023	145.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	111670	Misc. Service Labor	10/27/2023	145.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	111673	Misc. Service Labor	10/30/2023	145.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	111674	Misc. Service Labor	10/30/2023	145.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	13501	2001 Subaru Outback No Plates 160 Curry Dr.	10/26/2023	55.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	13502	1998 BMW No Plates 660 Angela	10/26/2023	55.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	13503	2007 Honda Odyssey Purple No Plates Cedar St and Curry D	10/27/2023	55.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	13504	1990 Ford F-150 Red NV 093J56 908 Jessica Lane	10/30/2023	55.00		100-605-322 Prof Serv-Other	1023
70	HANNEMAN SERVICE	13505	2005 Jeep Liberty Silver No Plates Farm District/ Desert Lake	10/30/2023	55.00		100-605-322 Prof Serv-Other	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 70:					1,000.00			
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	NOV 2023	3721P GROUP HEALTH INSURANCE	11/01/2023	70,461.54	11/03/2023	100-217000 HEALTH INSURANCE PAYABLE	1123
Total 4842:					70,461.54			
IBEW Local 1245								
83	IBEW Local 1245	NOV 2023-1	UNION DUES, ONE HALF OF MONTH	11/02/2023	747.91	11/03/2023	100-219900 OTHER PAYROLL PAYABLES	1123
Total 83:					747.91			
IMLA								
8544	IMLA	20142110	Imla membership	08/01/2023	656.00	11/03/2023	100-414-581 Dues and Memberships	823
Total 8544:					656.00			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	NOV 2023-1	FICA TAX PAYABLE, PAYROLL	11/02/2023	561.78	11/03/2023	100-211000 FICA PAYABLE	1123
7879	INTERNAL REVENUE SERVICE	NOV 2023-1	MED TAX PAYABLE, PAYROLL	11/02/2023	5,650.26	11/03/2023	100-211000 FICA PAYABLE	1123
7879	INTERNAL REVENUE SERVICE	NOV 2023-1	W/HOLD TAX PAYABLE, PAYROLL	11/02/2023	19,224.65	11/03/2023	100-212000 FEDERAL WITHHOLDING PAYAB	1123
Total 7879:					25,436.69			
IQ TECHNOLOGY SOLUTIONS								
1293	IQ TECHNOLOGY SOLUTIONS	1124477-0	Tech Services 23-24 Symantec lic	08/27/2023	1,663.42	10/18/2023	100-418-342 Tech Services-Other	823
Total 1293:					1,663.42			
KALBACHER ASSOCIATES, LLC								
8888	KALBACHER ASSOCIATES, LLC	20231101	OCT 23 Comp Grant Services	10/02/2023	2,410.00		100-413-322 Prof Serv-Other	1023
Total 8888:					2,410.00			
KENT'S SUPPLY CENTER, INC								
96	KENT'S SUPPLY CENTER, INC	10396701	2x6x8	10/30/2023	98.13		100-475-600 General Supplies	1023
Total 96:					98.13			
KOLVET, BRENT								
8611	KOLVET, BRENT	NOV 23	CONFLICT JUDGE	11/06/2023	396.00		100-425-325 PROF SERV-CONFLICT COUNS	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8611:					396.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	1059	2x4 2x6 4x4	10/26/2023	183.90	11/03/2023	100-475-612 Supplies-Building Maintenance	1023
7650	LOWES CREDIT SERVICES	1182	misc bolts hangers screws	10/30/2023	246.50	11/03/2023	100-475-612 Supplies-Building Maintenance	1023
7650	LOWES CREDIT SERVICES	70226	visqueen and R-19	10/26/2023	258.28	11/03/2023	100-575-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	70231	Misc . redwood shovels.	10/26/2023	182.27	11/03/2023	100-475-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	70962	cleaning supplies for trucks and equipment	10/26/2023	394.95	11/03/2023	100-475-610 Automotive Supplies	1023
7650	LOWES CREDIT SERVICES	77441	bits and screws	10/30/2023	109.21	11/03/2023	100-475-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	79509	misc. wood and hangers for shed	10/31/2023	242.77	11/03/2023	100-475-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	80147	Spooktacular 23 supplies	11/01/2023	93.06		100-412-650 Community Support	1123
7650	LOWES CREDIT SERVICES	80677	shims roofing for shop	11/01/2023	269.20		100-475-600 General Supplies	1123
7650	LOWES CREDIT SERVICES	88018	material for shop compressor room	11/06/2023	226.49		100-575-600 General Supplies	1123
7650	LOWES CREDIT SERVICES	88018	material for shop compressor room	11/06/2023	226.49		100-475-600 General Supplies	1123
7650	LOWES CREDIT SERVICES	88018	material for shop compressor room	11/06/2023	226.48		510-810-600 General Supplies	1123
7650	LOWES CREDIT SERVICES	88018	material for shop compressor room	11/06/2023	226.48		520-810-600 General Supplies	1123
7650	LOWES CREDIT SERVICES	88864	paint and steele	10/19/2023	67.86	11/03/2023	100-575-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	901739-lsmzhf	sump pump and parts	09/18/2023	250.79	11/03/2023	520-810-614 Supplies-Plant/Shop/Maint	923
7650	LOWES CREDIT SERVICES	95634	primer	10/23/2023	136.80	11/03/2023	100-475-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	95758	paint bateries	10/23/2023	39.80	11/03/2023	100-575-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	96040	CONDUIT BENDER FOR SHOP	10/23/2023	61.71	11/03/2023	520-810-600 General Supplies	1023
7650	LOWES CREDIT SERVICES	96604	PS Supplies	10/23/2023	93.52	11/03/2023	510-840-614 Plant/Shop/Maint. Supplies	1023
7650	LOWES CREDIT SERVICES	978798-LQRJGM	wood	09/05/2023	79.06	11/03/2023	100-575-600 General Supplies	923
7650	LOWES CREDIT SERVICES	983072-LRFQTU	Misc. tape visqueen	09/08/2023	59.29	11/03/2023	100-575-600 General Supplies	923
7650	LOWES CREDIT SERVICES	987735-JUGDYX	paint	09/29/2023	51.18	11/03/2023	100-575-600 General Supplies	923
7650	LOWES CREDIT SERVICES	98909	Pipe Insulation, Tarp and Electrical Tape	10/25/2023	49.85	11/03/2023	520-810-614 Supplies-Plant/Shop/Maint	1023
7650	LOWES CREDIT SERVICES	99249	misc cleaning supplies	10/25/2023	272.55	11/03/2023	100-575-612 Building Maintenance Supplies	1023
7650	LOWES CREDIT SERVICES	99530	hooks tape	10/25/2023	34.84	11/03/2023	100-417-612 Building Maintenance Supplies	1023
Total 7650:					4,083.33			
LUMOS & ASSOCIATES INC								
370	LUMOS & ASSOCIATES INC	119879	Cottonwood lane engineering and inspection services	09/02/2023	6,112.50	11/03/2023	100-475-745 RTC REIMBURSABLE EXPENDI	923
Total 370:					6,112.50			
LYON COUNTY								
1126	LYON COUNTY	NOV 23	PUBLIC DEFENDER - NOVEMBER 2023	10/26/2023	10,000.00	11/03/2023	100-413-322 Prof Serv-Other	1023
Total 1126:					10,000.00			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	OCT 2023	MUNICIPAL COURT JUDGE	10/25/2023	3,750.00	10/30/2023	100-425-322 Prof Serv-Other	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8042:					3,750.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12470083	Planning outside council	10/02/2023	8,400.00	11/03/2023	100-414-310 Prof Serv-Legal	1023
322	MCDONALD CARANO	12471157	Federal land transfer planning	09/30/2023	2,062.50	11/03/2023	100-414-310 Prof Serv-Legal	923
Total 322:					10,462.50			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	NOV 2023	5952725 GROUP DENTAL INSURANCE	11/01/2023	9,268.63	11/03/2023	100-217100 Dental Insurance Payable MetL	1023
Total 5387:					9,268.63			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	EN2023 035	RELEASE BOND; 1348 NEVADA PACIFIC BLVD	10/10/2023	1,500.00	10/25/2023	100-228300 Customer Deposits/Bonds - Dev	1023
1111	MISCELLANEOUS ONE TIME VENDOR	NOV 2023	PERMIT FEE REFUND BP23-462	11/02/2023	352.65		100-320-200 Building and Civil Permit Fees	1123
1111	MISCELLANEOUS ONE TIME VENDOR	NOV 2023	PERMIT FEE REFUND BP23-386	11/02/2023	473.99		100-320-200 Building and Civil Permit Fees	1123
1111	MISCELLANEOUS ONE TIME VENDOR	NOV 2023	PERMIT FEE REFUND BP23-508	11/02/2023	746.00		100-320-200 Building and Civil Permit Fees	1123
1111	MISCELLANEOUS ONE TIME VENDOR	NOV 2023	PERMIT FEE REFUND BP23-481	11/02/2023	422.24		100-320-200 Building and Civil Permit Fees	1123
1111	MISCELLANEOUS ONE TIME VENDOR	NOV 2023	PERMIT FEE REFUND BP23-474	11/02/2023	309.60		100-320-200 Building and Civil Permit Fees	1123
1111	MISCELLANEOUS ONE TIME VENDOR	NOV 2023	PERMIT FEE REFUND BP23-456	11/02/2023	209.15		100-320-200 Building and Civil Permit Fees	1123
1111	MISCELLANEOUS ONE TIME VENDOR	NOV 2023	PERMIT FEE REFUND BP23-451	11/02/2023	432.59		100-320-200 Building and Civil Permit Fees	1123
Total 1111:					4,446.22			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	140229	outside legal criminal	10/31/2023	108.50	11/03/2023	100-414-310 Prof Serv-Legal	1023
Total 8906:					108.50			
MOSS & SONS LANDSCAPING & CONCRETE LLC								
8948	MOSS & SONS LANDSCAPING & CONCRETE LLC	1694	Cemetery concrete work	10/26/2023	11,486.50	11/03/2023	100-576-430 Service Repair & Maintenance	1023
Total 8948:					11,486.50			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	394501	OIL FILTERS FOR FLEET	07/17/2023	11.82	11/03/2023	100-475-610 Automotive Supplies	723
58	NAPA AUTO & TRUCK PARTS	397261	MUD FLAPS FOR STREETS	09/01/2023	78.37		100-475-430 Service-Repair and Maintenance	923
58	NAPA AUTO & TRUCK PARTS	397271	FILTERS FOR FLEET	09/01/2023	72.69		100-480-610 AUTOMOTIVE SUPPLIES	923
58	NAPA AUTO & TRUCK PARTS	400638	parts for new dump truck	11/02/2023	28.38		100-475-430 Service-Repair and Maintenance	1123
Total 58:					191.26			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NCE								
7617	NCE	675222513	On call development inspection services	10/31/2023	6,780.25		100-529-320 Prof Serv-Engineering	1023
Total 7617:					6,780.25			
NEVADA DEPT PUBLIC SAFETY - DPS								
7405	NEVADA DEPT PUBLIC SAFETY - DPS	65020	REF#3276268 O John	11/01/2023	18.03		510-810-322 Prof Serv-Other	1123
7405	NEVADA DEPT PUBLIC SAFETY - DPS	65020	REF#3276268 O John	11/01/2023	2.41		510-840-322 Prof Serv-Other	1123
7405	NEVADA DEPT PUBLIC SAFETY - DPS	65020	REF#3276268 O John	11/01/2023	6.21		520-810-322 Prof Serv-Other	1123
7405	NEVADA DEPT PUBLIC SAFETY - DPS	65020	REF#3276274 B Marchant	11/01/2023	40.25		100-413-315 Prof Serv-Personnel	1123
7405	NEVADA DEPT PUBLIC SAFETY - DPS	65020	REF#3276277 A Angus	11/01/2023	40.25		100-413-315 Prof Serv-Personnel	1123
7405	NEVADA DEPT PUBLIC SAFETY - DPS	65020	REF#3276266 F Farmer	11/01/2023	20.13		510-810-322 Prof Serv-Other	1123
7405	NEVADA DEPT PUBLIC SAFETY - DPS	65020	REF#3276266 F Farmer	11/01/2023	20.12		520-810-322 Prof Serv-Other	1123
7405	NEVADA DEPT PUBLIC SAFETY - DPS	65020	REF#3276268 O John	11/01/2023	1.15		100-417-322 Prof Serv-Other	1123
7405	NEVADA DEPT PUBLIC SAFETY - DPS	65020	REF#3276268 O John	11/01/2023	9.50		100-475-322 Prof Serv-Other	1123
7405	NEVADA DEPT PUBLIC SAFETY - DPS	65020	REF#3276268 O John	11/01/2023	2.95		100-575-322 Prof Serv-Other	1123
Total 7405:					161.00			
NEVADA EMPLOYMENT SECURITY DIV								
300	NEVADA EMPLOYMENT SECURITY DIV	3RD QTR 2023	UNEMPLOYMENT CONTRIBUTIONS	09/30/2023	8,109.46	10/24/2023	100-218900 UNEMPLOYMENT PAYABLE	923
Total 300:					8,109.46			
NORTHWEST AUTOMOTIVE PRODUCT SALES								
8701	NORTHWEST AUTOMOTIVE PRODUCT SALES	18441	washer fluid for fleet	10/30/2023	110.00	11/03/2023	100-480-610 AUTOMOTIVE SUPPLIES	1023
Total 8701:					110.00			
NUTRIEN AG SOLUTIONS								
3033	NUTRIEN AG SOLUTIONS	52821313	squirrel pellets	10/23/2023	166.00	11/03/2023	100-528-617 Supplies-Chemical	1023
Total 3033:					166.00			
NV ENERGY								
167	NV ENERGY	12019 NOV 23	34596505012019 ACH	10/18/2023	7,837.74	10/30/2023	510-810-622 Electricity	1023
167	NV ENERGY	13818 OCT 23	34596405113818 ACH	10/27/2023	45.16	11/15/2023	100-475-622 Electricity	1023
167	NV ENERGY	13924 NOV 23	48768108113924 ACH	10/27/2023	33.59	11/15/2023	100-575-622 Electricity	1023
167	NV ENERGY	14319 OCT 23	34596405214319 ACH	10/11/2023	36.84	10/30/2023	100-575-622 Electricity	1023
167	NV ENERGY	26445 OCT 23	34596505226445 ACH	10/26/2023	7,242.74	11/14/2023	510-840-622 Electricity	1023
167	NV ENERGY	28458 OCT 23	34596505228458 ACH	10/26/2023	15,970.19	11/14/2023	510-840-622 Electricity	1023
167	NV ENERGY	30037 OCT 23	34596403630037 ACH	10/18/2023	35.80	11/03/2023	100-576-622 Electricity	1023
167	NV ENERGY	30672 OCT 23	213677908230672 ACH	10/27/2023	42.79	11/15/2023	100-575-622 Electricity	1023
167	NV ENERGY	34991 OCT 23	34596407734991 ACH	10/12/2023	33.59	10/30/2023	510-810-622 Electricity	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	37594 OCT 23	80865904937594 ACH	10/12/2023	33.92	10/30/2023	100-475-622 Electricity	1023
167	NV ENERGY	67463 OCT 23	34596404867463 ACH	10/12/2023	90.20	10/30/2023	100-575-622 Electricity	1023
167	NV ENERGY	68387 OCT 23	345964082-68387	10/12/2023	33.59	10/30/2023	100-475-622 Electricity	1023
167	NV ENERGY	71493 OCT 23	271223607571493 ACH	10/27/2023	41.31	11/15/2023	100-475-622 Electricity	1023
167	NV ENERGY	97731 OCT 23	213677908197731 ACH	10/27/2023	43.14	11/15/2023	100-575-622 Electricity	1023
Total 167:					31,520.60			

OFFICE DEPOT

133	OFFICE DEPOT	335489104001	WTP keyboards, mice & gear warranty	10/19/2023	86.85	11/03/2023	510-840-601 Office Supplies	1023
133	OFFICE DEPOT	335799817001	CES Nevada Day	10/19/2023	60.94	11/03/2023	100-412-650 Community Support	1023
133	OFFICE DEPOT	336644273001	Office supplies	10/19/2023	16.99	11/03/2023	100-414-550 Printing and Postage	1023
133	OFFICE DEPOT	337262994001	Ink and pens	10/27/2023	142.79	11/03/2023	100-529-601 OFFICE SUPPLIES	1023
133	OFFICE DEPOT	337748861001	Printer Toner	10/19/2023	119.99	11/03/2023	100-415-600 General Supplies	1023
133	OFFICE DEPOT	337749235001	Printer drum	10/19/2023	92.99	11/03/2023	100-415-600 General Supplies	1023
133	OFFICE DEPOT	339499973001	UT OFFICE SUPPLIES	10/26/2023	22.01		510-810-601 Office Supplies	1023
133	OFFICE DEPOT	339499973001	UT OFFICE SUPPLIES	10/26/2023	22.00		520-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524830001	UT OFFICE SUPPLIES	10/26/2023	3.40		510-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524830001	UT OFFICE SUPPLIES	10/26/2023	3.39		520-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524838001	UT OFFICE SUPPLIES	10/26/2023	32.39		520-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524838001	UT OFFICE SUPPLIES	10/26/2023	32.39		510-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524855001	UT OFFICE SUPPLIES	10/26/2023	1.04		510-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524855001	UT OFFICE SUPPLIES	10/26/2023	1.04		520-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524856001	UT OFFICE SUPPLIES	10/26/2023	171.89		510-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524856001	UT OFFICE SUPPLIES	10/26/2023	171.89		520-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524861001	UT OFFICE SUPPLIES	10/26/2023	13.99		510-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524861001	UT OFFICE SUPPLIES	10/26/2023	13.99		520-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524893001	UT OFFICE SUPPLIES	10/26/2023	2.99		510-810-601 Office Supplies	1023
133	OFFICE DEPOT	339524893001	UT OFFICE SUPPLIES	10/26/2023	3.00		520-810-601 Office Supplies	1023
Total 133:					1,015.96			

O'REILLY AUTO PARTS

6230	O'REILLY AUTO PARTS	3599-261007	OIL FILTER FOR FLEET	08/25/2023	8.80	11/03/2023	510-810-610 Automotive Supplies	823
6230	O'REILLY AUTO PARTS	3599-270208	BRAKES FOR W/D 1012	10/20/2023	420.98	11/03/2023	510-810-610 Automotive Supplies	1023
6230	O'REILLY AUTO PARTS	3599-270643	FUEL PUMP FOR 9004	10/23/2023	481.28	11/03/2023	520-810-610 Supplies-Automotive	1023
6230	O'REILLY AUTO PARTS	3599-270650	WIPER FLUID	10/23/2023	19.74	11/03/2023	510-810-610 Automotive Supplies	1023
6230	O'REILLY AUTO PARTS	3599-270977	WIPER BLADES FOR GRADER STREETS	10/25/2023	18.06	11/03/2023	100-475-610 Automotive Supplies	1023
6230	O'REILLY AUTO PARTS	3599-271689	3003 drive-shaft repair	10/30/2023	160.39	11/03/2023	100-475-610 Automotive Supplies	1023
6230	O'REILLY AUTO PARTS	3599-271829	3007 squeal repair	10/31/2023	60.83	11/03/2023	100-475-610 Automotive Supplies	1023
6230	O'REILLY AUTO PARTS	3599-271847	3007 repair	10/31/2023	7.28	11/03/2023	100-475-610 Automotive Supplies	1023
6230	O'REILLY AUTO PARTS	3599-272136	battery for W/W SIDE BY SIDE	11/02/2023	41.99		520-810-610 Supplies-Automotive	1123

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6230:					1,219.35			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	COF-KS13	Main	11/01/2023	544.91		100-417-550 Printing and Postage	1123
8929	PACIFIC OFFICE AUTOMATION	COF-KS13	Clerk	11/01/2023	544.91		100-416-550 Printing and Postage	1123
8929	PACIFIC OFFICE AUTOMATION	COF-KS13	Utilities	11/01/2023	272.45		510-810-550 Printing and Postage	1123
8929	PACIFIC OFFICE AUTOMATION	COF-KS13	Utilities	11/01/2023	272.46		520-810-550 Printing and Postage	1123
8929	PACIFIC OFFICE AUTOMATION	COF-KS13	HR-CMO	11/01/2023	544.91		100-413-550 Printing and Postage	1123
8929	PACIFIC OFFICE AUTOMATION	COF-KS13	CAO	11/01/2023	544.91		100-414-550 Printing and Postage	1123
8929	PACIFIC OFFICE AUTOMATION	COF-KS13	FMC	11/01/2023	544.91		100-425-550 Printing and Postage	1123
Total 8929:					3,269.46			
PAINT NV								
8976	PAINT NV	1000	Paint and stain flashing on older section of city hall.	10/27/2023	19,195.00		100-417-420 Contract Services	1023
Total 8976:					19,195.00			
POOL PACT; NV PUBLIC AGENCY INS POOL								
271	POOL PACT; NV PUBLIC AGENCY INS POOL	6668	Insurance Deductible Lift station Damage	10/13/2023	2,000.00	11/03/2023	520-810-520 Insurance	1023
Total 271:					2,000.00			
RED FLAG REPORTING								
8644	RED FLAG REPORTING	195829	Red Flag Reporting	11/01/2023	825.00		100-415-322 Prof Serv-Other	1123
Total 8644:					825.00			
RELIANT ELECTRIC, LLC								
4934	RELIANT ELECTRIC, LLC	23269-1	Farm District ATS repair	10/11/2023	1,645.00	11/03/2023	520-810-428 Contract Services-ELECTRICAL	1023
4934	RELIANT ELECTRIC, LLC	23286-1	East Lift wiring repair and testing	10/11/2023	480.00	11/03/2023	520-810-428 Contract Services-ELECTRICAL	1023
Total 4934:					2,125.00			
RESOURCE CONCEPTS								
8602	RESOURCE CONCEPTS	23-1596	Villa Park Reconstruction project engineering services	10/25/2023	6,310.00	11/03/2023	100-475-730 Improve other than Buildings	1023
8602	RESOURCE CONCEPTS	23-1604	Villa Park reconstruction project engineering services	10/25/2023	1,130.70	11/03/2023	100-475-730 Improve other than Buildings	1023
8602	RESOURCE CONCEPTS	23-1607	Water Rights Services	10/26/2023	1,840.00	11/03/2023	510-380-500 In Lieu of Water Rights	1023
8602	RESOURCE CONCEPTS	23-1608	Water Rights Services	10/26/2023	7,325.00	11/03/2023	510-380-500 In Lieu of Water Rights	1023
8602	RESOURCE CONCEPTS	35976	Water Rights Filling Fees	08/21/2023	1,656.00	11/03/2023	510-810-698 Water Rights Protection	823
Total 8602:					18,261.70			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
REX MOORE GROUP, INC.								
6461	REX MOORE GROUP, INC.	38658	PS Security upgrade electrical work	11/03/2023	18,676.17		510-166100 Construction In Progress	1123
Total 6461:					18,676.17			
SHAW ENGINEERING								
1897	SHAW ENGINEERING	185000	Farm District road lift station phase 2 rehab engineering servi	10/18/2023	376.20	11/03/2023	520-166100 Construction In Progress	1023
1897	SHAW ENGINEERING	185009	West Lift Station upgrade engineering services	10/18/2023	240.00	11/03/2023	520-166100 Construction In Progress	1023
1897	SHAW ENGINEERING	185043	New Treated water reservoir design services	10/18/2023	7,280.00	11/03/2023	510-166100 Construction In Progress	1023
1897	SHAW ENGINEERING	185069	On call engineering development review services CP2023.00	10/18/2023	3,500.00	11/03/2023	100-529-320 Prof Serv-Engineering	1023
1897	SHAW ENGINEERING	185070	On call engineering development review services CP2023-00	10/18/2023	3,500.00	11/03/2023	100-529-320 Prof Serv-Engineering	1023
1897	SHAW ENGINEERING	185071	On call engineerig development review services CP2023-009	10/18/2023	7,700.00	11/03/2023	100-529-320 Prof Serv-Engineering	1023
1897	SHAW ENGINEERING	185072	On call engineering review services CP2023-010 TMAI phase	10/18/2023	3,500.00	11/03/2023	100-529-320 Prof Serv-Engineering	1023
1897	SHAW ENGINEERING	185073	On call development review services PD23001 Mark 4 Handb	10/18/2023	1,865.00	11/03/2023	100-529-320 Prof Serv-Engineering	1023
1897	SHAW ENGINEERING	185074	On call engineering development review services GR2023-00	10/18/2023	1,700.00	11/03/2023	100-529-320 Prof Serv-Engineering	1023
1897	SHAW ENGINEERING	185075	On call development review services FPM23003	10/18/2023	500.00	11/03/2023	100-529-320 Prof Serv-Engineering	1023
Total 1897:					30,161.20			
SHEARER & ASSOCIATES, INC								
8977	SHEARER & ASSOCIATES, INC	25414	PS Residual solids tanks gaskets	11/01/2023	1,105.44		510-840-430 Service-Repair and Maintenance	1123
Total 8977:					1,105.44			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN303701	Chromium sampling- Wells 9 /9A	08/09/2023	280.00	11/03/2023	510-810-423 Contract Services-ANALYTICAL	823
7856	SILVER STATE ANALYTICAL LABORATORIES	RN303937	PS lab sample	08/17/2023	18.00	11/03/2023	510-840-423 Contract Services-ANALYTICAL	823
7856	SILVER STATE ANALYTICAL LABORATORIES	RN304252	monthly coliform samples 2nd round	08/23/2023	264.00	11/03/2023	510-810-423 Contract Services-ANALYTICAL	823
7856	SILVER STATE ANALYTICAL LABORATORIES	RN305418	lead and copper sampling	09/21/2023	576.00	11/03/2023	510-810-423 Contract Services-ANALYTICAL	923
7856	SILVER STATE ANALYTICAL LABORATORIES	RN305963	WWTP Samples	10/03/2023	502.00	11/03/2023	520-810-423 Contract Services-ANALYTICAL	1023
7856	SILVER STATE ANALYTICAL LABORATORIES	RN306756	WWTP Samples	10/20/2023	502.00	11/03/2023	520-810-423 Contract Services-ANALYTICAL	1023
Total 7856:					2,142.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	207030	paint and sign	09/21/2023	794.80	11/03/2023	100-475-615 Supplies-Signs and Striping	923
170	SILVER STATE BARRICADE	217810	vest and jacket	10/04/2023	580.00	11/03/2023	100-475-615 Supplies-Signs and Striping	1023
Total 170:					1,374.80			
SOUTHERN TIRE MART LLC								
8964	SOUTHERN TIRE MART LLC	7590019930	TIRES FOR W/D 1009	10/23/2023	1,134.60	11/03/2023	510-810-610 Automotive Supplies	1023
8964	SOUTHERN TIRE MART LLC	7590019990	TIRES FOR 5003	10/26/2023	857.92	11/03/2023	510-810-610 Automotive Supplies	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8964:					1,992.52			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 OCT 23	910000818971 ACH	10/16/2023	30.24	11/06/2023	520-810-621 Natural Gas	1023
204	SOUTHWEST GAS CORP	33096 OCT 23	910001133096 ACH	10/25/2023	115.26	11/13/2023	510-810-621 Natural Gas	1023
204	SOUTHWEST GAS CORP	33438 NOV 23	910001133438 ACH	10/20/2023	399.03	11/08/2023	100-417-621 Natural Gas	1023
204	SOUTHWEST GAS CORP	86744 OCT 23	910001086744 WTP	10/11/2023	1,663.20	10/30/2023	510-840-621 Natural Gas	1023
Total 204:					2,207.73			
STATE BAR OF NEVADA								
6292	STATE BAR OF NEVADA	2024	Bar license fees	11/01/2023	500.00		100-414-581 Dues and Memberships	1123
Total 6292:					500.00			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	NOV 2023-1	CHILD SUPPORT	11/02/2023	324.46	11/03/2023	100-219900 OTHER PAYROLL PAYABLES	1123
Total 176:					324.46			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2023400116012	WWTP Chlorine	10/20/2023	6,131.55	11/03/2023	520-810-617 Supplies-Chemical	1023
8646	THATCHER COMPANY, INC.	2023400116034	Well 14 Chemical delivery	10/24/2023	899.54	11/03/2023	510-810-617 Supplies-Chemical	1023
8646	THATCHER COMPANY, INC.	2023400116035	well 4 Chemical delivery	10/24/2023	1,758.08	11/03/2023	510-810-617 Supplies-Chemical	1023
8646	THATCHER COMPANY, INC.	2023400116036	Well 11 Chemical delievery	10/24/2023	920.04	11/03/2023	510-810-617 Supplies-Chemical	1023
8646	THATCHER COMPANY, INC.	2023400116037	N.E. Booster chemical delivery	10/24/2023	1,001.49	11/03/2023	510-810-617 Supplies-Chemical	1023
Total 8646:					10,710.70			
TROJAN TECHNOLOGIES CORP								
8959	TROJAN TECHNOLOGIES CORP	200/50000059	PS Rack 6 failed module replacement	10/26/2023	5,369.33	11/03/2023	510-840-430 Service-Repair and Maintenance	1023
Total 8959:					5,369.33			
TSK								
8714	TSK	21-058.00-20	CRRC 10/01/2023 through 10/31/2023	10/31/2023	12,082.50		220-480-810 ARPA	1023
Total 8714:					12,082.50			
UNITED CENTRAL INDUSTRIAL SUPPLY								
8676	UNITED CENTRAL INDUSTRIAL SUPPLY	2759405	hose	10/31/2023	1,478.16		100-475-600 General Supplies	1023
8676	UNITED CENTRAL INDUSTRIAL SUPPLY	2759405	hose	10/31/2023	1,478.16		520-810-430 Service-Repair and Maintenance	1023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8676:					2,956.32			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00183586	New chemical pump and injectors	11/01/2023	1,246.42		510-810-430 Repairs & Maintenance	1123
Total 464:					1,246.42			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	9945689634	City Hall/Facilities	10/24/2023	644.16	11/03/2023	100-417-530 Communications (Internet,Cell)	1023
8495	VERIZON WIRELESS	9945689634	IT	10/24/2023	56.05	11/03/2023	100-418-530 Communications (Internet,Cell)	1023
8495	VERIZON WIRELESS	9945689634	WD	10/24/2023	254.45	11/03/2023	510-810-530 Communications	1023
8495	VERIZON WIRELESS	9945689634	WTP	10/24/2023	430.20	11/03/2023	510-840-530 Communications	1023
8495	VERIZON WIRELESS	9945689634	WW	10/24/2023	360.07	11/03/2023	520-810-530 Communications	1023
8495	VERIZON WIRELESS	9945689634	WW Router	10/24/2023	91.91	11/03/2023	520-810-530 Communications	1023
8495	VERIZON WIRELESS	9945689634	Bldg & Safety	10/24/2023	281.35	11/03/2023	100-417-530 Communications (Internet,Cell)	1023
8495	VERIZON WIRELESS	9945689634	Council	10/24/2023	167.10	11/03/2023	100-412-530 Communications (Internet,Cell)	1023
8495	VERIZON WIRELESS	9945689634	CAO	10/24/2023	140.03	11/03/2023	100-414-530 Communications (Internet,Cell)	1023
8495	VERIZON WIRELESS	9945689634	CMO	10/24/2023	176.07	11/03/2023	100-413-530 Communications (Internet,Cell)	1023
Total 8495:					2,601.39			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	NOV 2023-1	ROTH IRA	11/02/2023	210.00	11/03/2023	100-215000 457 PAYABLE	1123
8591	VOYA FINANCIAL	NOV 2023-1	DEFERRED COMPENSATION, 457	11/02/2023	2,197.50	11/03/2023	100-215000 457 PAYABLE	1123
Total 8591:					2,407.50			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	33001 NOV 23	11-60772-33001	11/03/2023	103.14		100-417-412 Utility Services-Refuse	1123
447	WASTE MANAGEMENT	33005 NOV 23	11-60745-33005	11/03/2023	14.39		510-840-412 Utility Service-Refuse	1123
447	WASTE MANAGEMENT	33009 NOV 23	11-60774-33009	11/03/2023	84.39		510-810-412 Utility Service-Refuse	1123
447	WASTE MANAGEMENT	43003 NOV 23	11-60760-43003	11/03/2023	42.20		520-810-412 Utility Service-Refuse	1123
447	WASTE MANAGEMENT	65007 OCT 23	6-82641-65007	11/01/2023	249.34	11/03/2023	100-417-412 Utility Services-Refuse	1123
447	WASTE MANAGEMENT	95009 OCT 23	8-29467-95009	11/01/2023	448.45	11/03/2023	100-575-412 Utility Service-Refuse	1123
Total 447:					941.91			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	NOV 2023	SUPPLEMENTAL INSURANCE	10/30/2023	90.35	11/03/2023	100-218100 Western Insurance Payable	1023
Total 881:					90.35			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11011152	storz fittings	10/30/2023	2,019.78		510-810-613 Supplies-Meter Service	1023
Total 195:					2,019.78			
WHITE CAP, L.P.								
8852	WHITE CAP, L.P.	50024249086	Concrete Blankets for Headworks	10/24/2023	179.98	11/03/2023	520-810-614 Supplies-Plant/Shop/Maint	1023
Total 8852:					179.98			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	174295	Main street beautification design services	09/30/2023	5,560.00	11/03/2023	220-480-684 Main Street Beautification	923
Total 2454:					5,560.00			
WORKIVA, INC.								
8830	WORKIVA, INC.	186134	Subscription Term : 12 /1/23-11/30/24	11/01/2023	13,230.00		100-418-342 Tech Services-Other	1123
Total 8830:					13,230.00			
WTR ELECTRIC, INC								
8650	WTR ELECTRIC, INC	23143	repair curb lights and fan at otp little league	09/28/2023	3,119.40	11/03/2023	100-575-428 Contract Services-ELECTRICAL	923
Total 8650:					3,119.40			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	10/2023	CREDIT CARD PROCESSING FEES- WATER	10/31/2023	1,974.47	10/31/2023	510-810-609 Credit Card Fees	1023
2468	XPRESS BILL PAY LLC	10/2023	CREDIT CARD PROCESSING FEES- SEWER	10/31/2023	1,974.47	10/31/2023	520-810-609 Credit Card Fees	1023
Total 2468:					3,948.94			
Grand Totals:					492,742.04			

Dated: _____

Mayor: _____

City Treasurer: _____

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
--------	-------------	----------------	-------------	--------------	----------------	-----------	----------------------	-----------

Report Criteria:
Detail report.
Invoice detail records above \$0 included.
Paid and unpaid invoices included.
Vendor.Vendor Number = {<>} 2201

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
NOVEMBER 1, 2023**

Mayor Neal E. McIntyre called the meeting to order at 5:00 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: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberski, Councilman Stan Lau, Councilman Albert Torres, City Manager Benjamin Marchant, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, City Engineer Derek Starkey. Councilwoman Fran McKay joined via zoom at 5:08 pm

1.3. Public Forum

Fernley resident, Kris Nicholl stated she would like more background history on Item 7.1 in regard to the City Attorney and the North Lyon County Fire Protection District and hopes that this does not lead to a broken relationship between the City and the fire department.

Fernley resident, Mary Bonno (zoom) expressed concerns about the rezoning of nearly 2,200 acres for some commercial type developments. The water requirement exceeds the amount of water that the developer owns by about 3 times and also exceeds the maximum amount of water that can come through our waste-water treatment facility by almost 3 times as well. How is the city going to get extra water? It is about 5 million gallons per day.

1.4. (For Possible Action) Approval of Agenda

Motion: I MOVE TO APPROVE THE AGENDA. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 4. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan. **Absent:** Councilwoman McKay

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the approval of new business licenses.

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

2.5. (Possible Action) to Participate in the Masters Pharmaceutical, LLC., Opioid Settlement in the District Court Case entitled: "State of Nevada v. McKesson Corporation, et al.," Case Number A-19-796755-B, filed in the Eighth Judicial District Court, Clark County, Nevada, and to release any

and all claims against all released entities and agree to the Masters Pharmaceutical, LLC Settlement in the Net Allocation Amount of \$86.92 to the City of Fernley and take all actions properly related thereto.

2.6. Possible action to appoint Jake VanderHeiden to the Fernley Planning Commission.

Mayor Neal E McIntyre welcomed Jake VanderHeiden to the Fernley Planning Commission.

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

Councilwoman Fran McKay joined via Zoom at 5:08 pm.

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

Chief Deputy Mitch Brantingham, LCSO reported that the department participated in 20 trunk or treat events in the county. The department also participated in the K9 Expo on October 21, 2023, in Carson City. One of the Lyon County dogs took 1st place in the agility event, 1st place in tracking; as an agency, they took 2nd overall. There are going to be changes to the body cam system around the 1st of the year which will improve the system and functionality. Also, around the 1st of the year, the department's new software for scheduling should go live. The department is getting deputies from the academy and back from training. Staffing is going up. The department is working on efficiency with background checks for business licenses.

Fire Chief Jason Nicholl, NLCFPD, gave a review of the fire and medical activity since 1st of the month. Response times were reviewed, and the department is currently working with dispatch and in-house to improve response times. Port-a-john arsons are still a problem. The department is sponsoring a new program for the vulnerable population. This program is by word of mouth only. The department will go to the home and do a fire-life-safety inspection of the home, where they will give advice on trip hazards, where they store their medications, as well as defensible space around the home. There are 3 open positions on the wildland team, and they will be advertising those positions within the next two weeks. They are working with other agencies on emergency management training that involves mass casualties, such as an active shooter. They were able to secure a grant large enough to supply additional body-armor and equipment for those types of situations. The cadet program is at 14 cadets right now, with 3 or 4 on the waiting list.

Councilman Ryan Hanan asked the Fire Chief if he had an opinion on rural areas that don't have water infrastructure. Fire Chief Jason Nicholl stated that as the city makes development decisions, water considerations should be a key component. Councilman Albert Torres asked about manning additional stations.

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

Charity Birkel, Building Official, gave the monthly building statistics. The department had a total of 136 applications submitted, 11 were new single dwellings, the majority were solar. There was a new commercial structure submitted for Panda Express. 123 permits and 80 of those were for solar, 2 commercial structures. Total valuation for submitted permits was \$7,883,000; total permit fees collected were \$118,496.76. 1,372 building inspections, 7 for business licenses. 66 complaints filed with code

enforcement, 20 of those issues have been abated. 23 are still in process. There were 20 vehicles tagged and 5 of those were towed.

Councilwoman Fran McKay announced that the Fern 45 starts November 2, 2023.

Councilman Ryan Hanan thanked the staff for all the great reports that he is getting from the public in regard to the great job the staff is doing.

Councilwoman Felicity Zoberski welcomed Jake VanderHeiden to the Fernley Planning Commission and thanked staff for the success of Spooktacular.

Councilman Albert Torres gave a shout out to the staff for the amazing job for spooktacular. The FCTA is now accepting grant applications for round two of the fiscal year 2023/2024. All applications must be submitted via email to FCTA@cityoffernley.org or in person at City Hall by 5:00 pm on Thursday November 30, 2023. The FCTA Board will review and make grant selections at the December 11, 2023, meeting. If anyone has questions, they can contact the City Manager's office at 775-784-9858 or email April Homme at ahomme@cityoffernley.org.

Mayor Neal McIntyre stated that the water is in the canal. Congressman Amodei will be in Fernley around November 20, 2023, giving a federal update. He will release further details. He reported that Spooktacular had over 3,500 goblins, ghouls and super-hero's walk-through City Hall, enjoy the bounce house and music from Biggest Little Radio station 101.3. He read the list of sponsors and volunteers.

4. PROCLAMATIONS BY THE MAYOR

Mayor Neal McIntyre read the proclamation and proclaimed November 1, 2023, to be "Extra Mile Day".

5. ORDINANCES

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

Michele Rambo, Planning Director, presented the first reading of Bill #338 and stated that they will have the main discussion on November 15, 2023, which will include the big water and sewer numbers.

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

Michele Rambo, Planning Director, presented the first reading of Bill #335 and stated that they will have the main discussion on November 15, 2023.

6. PUBLIC HEARINGS

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

Kim Swanson, City Clerk, presented Bill #337.

There was no public input.

Aaron Mouritsen, City Attorney, stated that Councilwoman Fran McKay is having technical issues with Zoom and will not currently be included in the quorum for purposes of voting and discussion.

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

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

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

There was no public input.

Mayor Neal McIntyre called for a recess to address technical issues with Councilwoman Fran McKay - 5:58 pm-6:07 pm.

Motion: MOVE TO ADOPT BILL #334, AN ORDINANCE TO AMEND TITLE 32, CHAPTER 09 OF THE FERNLEY MUNICIPAL CODE TO INCLUDE REQUIREMENTS AND STANDARDS RELATED TO THE DEDICATION OF WATER RIGHTS AND FACILITIES FOR RESIDENTIAL SUBDIVISION AND PARCEL MAPS, CONSTRUCTION OF NEW HOMES AND INDUSTRIAL AND COMMERCIAL BUILDINGS. SPECIFICALLY, ADDING SECTIONS FOR (1) A PURPOSE STATEMENT REGARDING PAYMENT IN LIEU OF DEDICATION OF WATER RIGHTS; (2) LIST OF QUALIFIED APPRAISERS; AND OTHER MATTERS PROPERLY RELATED THERETO. **Action:** Approved. **Moved by:** Councilman Torres, **Seconded by:** Councilman Lau. **Vote:** Passed. **Summary:** Yes 5. **Yes:** Councilman Hanan, Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay.

7. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

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

Councilman Albert Torres would like to agendize amending our contract between the City Attorney and North Lyon County Fire Protection District. One reason is the city does not currently have a Deputy City Attorney. He stated any additional workload that can be cut back would be a great help to Mr. Mouritsen and his staff. If the City were to get a Deputy City Attorney hired, then maybe we would look at reopening that contract. The second reason is to keep the city of Fernley and its citizens out of any possible litigation, because Mr. Mouritsen is part of the legal counsel for the Fire District, the City of Fernley can possibly be brought into a future lawsuit. It is our job to protect our employees and our taxpayers.

Motion: I MOVE TO ADD A FUTURE AGENDA ITEM TO AMEND THE INTERLOCAL CONTRACT DATED JULY 2020, BETWEEN THE CITY OF FERNLEY AND NOTH LYON COUNTY FIRE PROTECTION DISTRICT, SPECIFICALLY SECTION 6 REGARDING LEGAL SERVICES FOR REASONS STATED. **Action:** Denied. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Felicity Zoberiski. **Vote:** Failed, **Summary:** Yes 2, No 3. **Yes:** Councilwoman Zoberiski, Councilman Torres, **No:** Councilman Lau, Councilwoman McKay, Councilman Hanan.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Hanan would like an agenda item to discuss downtown and our relationship with NDOT and our goals.

Councilwoman Fran McKay stated that she would like to see lighting on Farm District Road.

9. PUBLIC FORUM

Teresa Morros would like to see what direction Main Street America and City of Fernley are going and have accountability for NDOT.

10. ADJOURNMENT

The next City Council meeting will be November 15, 2023, at 5:00 PM.

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:23 pm.

Approved by the Fernley City Council on November 15, 2023, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Orignation date = 10/25/2023-11/07/2023

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
KAP Construction, Inc.	Paul & Jennifer Kapl	390 Freeport Blvd. # 1	Sparks	NV	89431	775-747-7717	Contractor	General Building Contractor #4
XP Electric, LLC	Katelynn Paris / Chri	2266 Hayfield Lane	Fernley	NV	89408	530-306-0276	Contractor	Electrical Contractor #91119
Hubbies for Hire, LLC	Robert Parmenter III/	3440 Drayer Lane	Fernley	NV	89408	775-247-8798		Handyman
Panting Pros, LLC	Del Aguilar	501B Twin Lakes Dr.	Reno	NV	89523	775-747-9900	Contractor	Painting Contractor #83712
International Service & Rebuilding I	Tom Combs	215 N Lyon Dr.	Fernley	NV	89409	775-267-7573	Medical/Recreational Mar	Marijuana Establishment - Pr
International Service & Rebuilding I	Tom Combs	215 N Lyon Dr.	Fernley	NV	89409	775-267-7573	Medical/Recreational Mar	Marijuana Establishment - Cu
Singletree Plumbing	Steve Kay	2285 Dickerson Rd.	Reno	NV	89503	775-815-5230	Contractor	Plumbing Contractor #86972
Boxer Worx LLC	Justyn Allen	155 W Main St	Fernley	NV	89408	775-391-1261	Automotive Sales/Parts/S	General Auto Repair
Grand Totals:								
								8

Report Criteria:

License.Status = "Active"

Business.Orignation date = 10/25/2023-11/07/2023



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

021-232-68

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Approve the Will-Serve Request from Sure Clean Car Wash for 0.12 ERC's for Water (Irrigation Only) for Lyon County Parcel 021-232-68 located at 1530 E. Newlands Drive Fernley, NV

AGENDA ITEM BRIEF:

1. Sure Clean Car Wash is seeking a Will-Serve at 1530 E. Newlands Drive.
2. This project requires 0.12 ERC's for irrigation no sewer.
3. The project qualifies to pay a fee in lieu of dedication of water rights pursuant to FMC 32.39.060(a).

RECOMMENDED MOTION:

"I move to approve the Will-Serve Request from Sure Clean Car Wash for 0.12 ERC's for Water Lyon County Parcel 021-232-68 located at 1530 E. Newlands Dr., NV 89408"

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

Sure Clean Car Wash is seeking a will-serve for .12 ERC's for Water on Lyon County Parcel 021-232-68 located at 1530 E. Newlands Dr. Fernley, NV 89408.

Water and sewer connection fees will be paid at the time of building permit issuance.
Water: \$865.20

Any additions to this building after the issuance of this will serve will require additional Will Serves.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

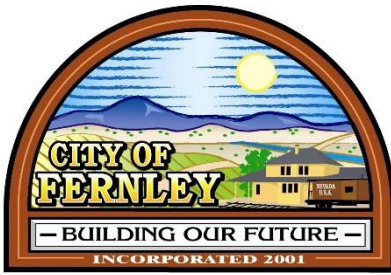
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. 2023.11.15 Sure Clean Car Wash



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

The City of Fernley hereby certifies that it has adequate water distribution capability and wastewater treatment plant capacity to serve and will serve: Sure Clean Car Wash (Development/ project or property located at 1375 E Newlands Fernley, Nevada with .12 water connections and/or 0 sewer connections for Service to 1 unit, upon the following terms and conditions:

1. All applicable fees and costs must be paid, including the utility connection fees in effect at the time of this will-serve certification, currently \$7,210.00 per unit for water and \$0 per Equivalent Residential Capacity (ERC) unit for sewer.
2. Applicant must comply with all applicable laws, statutes, ordinances and regulations.
3. Said fees and costs must be paid in full before connections to water/sewer services. **Connections to utility service shall be completed within a reasonable time from the date of original approval of this Will-Serve by the Fernley City Council. Failure to diligently pursue connection to utility service may render this Will-Serve null and void.** Public Works, at its sole discretion, shall have authority to determine whether connection to utility service is being diligently pursued and, with sixty (60) days written notice to the party who requested this Will-Serve, may cancel this Will-Serve for failure to connect to utility service within a reasonable time.
4. Service shall be provided only to the project or site identified above. **This Will-Serve is limited to the project or property described above and is not transferable to any other project or property.**
5. Service shall be provided pursuant to the plans and specifications submitted to and approved by Public Works. Service shall not be provided pursuant to any alterations to or deviation from the same without the express written approval of Public Works Department. **This will-serve is to be considered conditional unless public improvement plans have been approved by Public Works.**
6. This Will-Serve applies to: APN# 021-232-68

Fernley City Council Approved Will-Serve on November 15th, 2023

Public Works Director

Mayor – City of Fernley

Applicant

Date



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Salvador Pleitez

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-166100

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve a contract with CDM Smith to provide engineering analysis, design and construction administration for the proposed surface water treatment improvements at the water treatment plant facility in the amount not to exceed \$338,713.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract for engineering analysis, design and construction administration for the proposed surface water treatment improvements at the water treatment plant. CDM Smith was the original designer of the Water Treatment Plant in 2007 and was chosen to perform the work due to their knowledge of the facility and years of experience in the field of water treatment.

RECOMMENDED MOTION:

"I move to approve the contract with CDM Smith in the amount not to exceed \$338,713.00 for the Design, Plan and Specifications Preparation, and Construction Administration Services for the proposed improvements to the Water Treatment Plant."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may decide not to approve the consent motion and provide direction to the City Manager and staff

on how to proceed with the improvements needed at this facility.

BACKGROUND:

The City's Water Treatment Plant (WTP) was commissioned in 2009 to meet stricter maximum contaminant levels imposed by the U.S. Environmental Protection Agency for arsenic in source waters. The WTP was built as a state-of-the-art facility with the ability to treat up to 20 Million Gallons per Day (MGD) when fully integrated. In addition to groundwater, the WTP was designed with the ability to treat surface water at a later date by adding piping, chemical feeding and process controls.

The current treatment processes in the plant are:

Pre-oxidation with sodium hypochlorite

Coagulation with ferric chloride

Flocculation

High-rate sedimentation with lamella plates

Microfiltration/Ultrafiltration with Pall Microza pressure membranes

Final disinfection with sodium hypochlorite

It is anticipated that treating the new surface water source will not drastically change the current treatment procedures in the initial blending estimates. Currently, ground water is fed into the chemical building and injected with sodium hypochlorite to help precipitate arsenic. It is anticipated that groundwater will also be injected with a chemical dosage that will help precipitate some of the compounds found in the canal water. Depending on the quantity of groundwater being treated, there will be a blending of both water sources before arriving at the flocculation/sedimentation and chemical building. In this past summer (2023), the WTP was treating an average demand of 7 MGD. This demand will increase with the residential and commercial/industrial growth currently being experienced in our community. The task to prepare bid documents for the WTP will take approximately 8 months to complete, and construction should be completed in approximately 10-12 months, bringing completion at the late summer of 2025.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 625.050 Practice of Professional Engineering

NRS 625.530 Section 3 Restriction upon Public Works

NRS 445A Public Water Systems N/A

FINANCIAL IMPLICATIONS:

Funds have been allocated in the 2023-2024 Budget to begin with the design. Funds will proceed from the COF Water Enterprise fund.

ATTACHMENTS:

1. 2023.10.10 Professional Contract - CDMSMith
2. SOW Fernley WTF Improvements - Sep 25 2023

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 2nd day of November 2023, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and CDM Smith, a Consultant, whose address is 2295 Gateway Oaks, Dr., Suite 250 Sacramento, CA 95833 ("Contractor").

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

WHEREAS, the services of Contractor are deemed to be both necessary and in the best interests of the City; and

WHEREAS, the City desires to retain the services of Contractor on the terms and conditions set forth in this Contract;

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

1. **CONTRACT TERM:** This Contract shall be effective from the day it is approved by the City Council (which date shall be inserted into the introductory paragraph of this Contract) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A:** Scope of Work with Fee Schedule. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
2. **Attachment B:** N/A
3. **Attachment C:** N/A
4. **Attachment D:** N/A

b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in

CONTRACT

A Contract For Design Professional Services

performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

- c. **Notice to Proceed.** Contractor shall not commence work until the Contract is fully executed by City and Contractor and a Notice to Proceed (NTP) has been issued to the Contractor by the City.
- d. **Optional Services.** The City shall have the right to exercise its option(s) for all or any part of the OPTIONAL tasks or subtasks identified in Attachment B Fee Schedule, (and further described in Attachment A Scope of Services). The Contractor shall not commence work on any OPTIONAL task prior to issuance of a NTP for the OPTIONAL task by the City.

3. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment A and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work and Fee Schedule).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year
- e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to

CONTRACT

A Contract For Design Professional Services

reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1.0 to 4.0) \$ 288,713.00

Subtotal OPTIONAL Professional Services: (Task 5.0) \$ 50,000

Total NTE Amount (Including OPTIONAL Services) \$338,713.00

- f. **NOTICE:** All notices or other communications required or permitted to be given hereunder shall be deemed delivered: (i) when written notice is received by the party to whom it is directed, if delivered personally, or by email; or (ii) three (3) days after deposit with the United States Post Office, if mailed by certified mail, return receipt requested, postage prepaid and addressed to the party to be notified. Notices shall be addressed as follows:

If to the City: City Engineer Department
City of Fernley
595 Silverlace Blvd.
Fernley, NV 89408

If to Contractor: Contractor: CDM Smith
Address: 2295 Gateway Oaks, Dr. , Suite 250
City State: Sacramento, CA 95833

4. **INSPECTION & AUDIT:**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal

CONTRACT

A Contract For Design Professional Services

funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

5. TERMINATION OR SUSPENSION:

- a. **Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- b. **Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- c. **Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

CONTRACT

A Contract For Design Professional Services

- d. **Default or Breach.** A default or breach (an "Event of Default") may be declared with or without termination. Each of the following shall constitute an Event of Default:
- i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party

CONTRACT

A Contract For Design Professional Services

may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
- iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
- v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

6. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
7. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
10. **INDEMNIFICATION:** The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public

CONTRACT

A Contract For Design Professional Services

body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

- a. The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.
- b. The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.
- c. The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

11. INDEPENDENT CONTRACTOR: Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group

CONTRACT

A Contract For Design Professional Services

insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

12. INSURANCE: Unless expressly waived in writing by the City, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force during the entire term of this Contract those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided below. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the City. Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

COT

CTR

- a. **Workers' Compensation and Employer's Liability Insurance.** Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer: ****CONTACTOR NAME has entered into a contract with Owner to perform work from THE ____ DAY OF _____, 20__ to THE ____ DAY OF _____, 20__ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley

CONTRACT

A Contract For Design Professional Services

595 Silver Lace Blvd
Fernley, NV 89408

- i. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:
 - 1. In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and
 - 2. Contractor is otherwise in compliance with those terms, conditions and provisions.



- b. **Professional Liability Insurance.** Minimum Coverage Limit required (not deductible amount): \$1,000,000 Each Claim, \$2,000,000 Aggregate.

- i. Retroactive date: Prior to commencement of the performance of this Contract
- ii. Discovery period: Three (3) years after the termination date of this Contract.

c. General Requirements.

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

CONTRACT

A Contract For Design Professional Services

- v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
 - vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

CONTRACT

A Contract For Design Professional Services

- e. **Failure to Maintain Required Coverages.** If Contractor fails to carry the required insurance, the City may: (i) order Contractor to stop further performance of the Contract, and declare contractor in breach, terminate the Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Contractor or charge the replacement insurance costs back to Contractor.

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

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

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

16. ASSIGNMENT/DELEGATION: To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the City.

17. PROPRIETARY INFORMATION: Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of

CONTRACT

A Contract For Design Professional Services

this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

20. LOBBYING: The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency,

CONTRACT

A Contract For Design Professional Services

legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

21. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017): By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSUTLANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

22. PROPER AUTHORITY: Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

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

24. INTEGRATED CONTRACT: This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.

CONTRACT

A Contract For Design Professional Services

- 25. COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
- 26. ADVICE OF COUNSEL:** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.
- 27. MODIFICATION; NO WAIVER:** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 28. INTERPRETATION OF AGREEMENT:** This Contract shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 29. COOPERATION OF PARTIES:** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 30. NON-DISCRIMINATION:** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation,

CONTRACT

A Contract For Design Professional Services

gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

CONTRACT

A Contract For Design Professional Services

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

CONTRACT

A Contract For Design Professional Services

CONTRACTOR, being first duly sworn, deposes and says: That CONTRACTOR. is the Contractor; that NAME OF PERSON REPRESENTING CONTRACTOR has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY:

TITLE:

FIRM:

BUSINESS LICENSE #:

Address:

City: State: Zip Code:

Telephone: Fax #:

E-mail Address:

(Signature of Contractor)

DATED this _____ day of _____, 20__.

Exhibit A

Fernley Water Treatment Facility Improvements – Conceptual Engineering Phase

Scope of Work

Version: September 25, 2023

Project Overview

The City of Fernley owns and operates a 20 million gallon per day (MGD) drinking water treatment facility at 1315 Mesa Drive in Fernley, Nevada. The facility consists of conventional flocculation, sedimentation, and membrane filtration treatment of groundwater. The plant currently uses sodium hypochlorite (disinfection), ferric chloride (coagulation and arsenic removal), and can feed sodium hydroxide (for final pH control) in the treatment process.

The City wishes to supplement the groundwater treated at the plant with a new, surface water source pumped from the nearby Truckee Canal. To accomplish this will require either new facilities and/or modifications to existing facilities. To better define the improvements needed and to be implemented, CDM Smith and the City will first undertake a conceptual engineering phase. The design of the selected improvements would take place afterwards.

Scope of Work

The scope for the Conceptual Engineering Phase of the Fernley Water Treatment Facility Improvements Project includes the following tasks:

- Task 1 – Corrosion Control Study
- Task 2 – Conceptual Evaluations for:
 - Carbon Dioxide System for pH Adjustment
 - Sludge Drying Beds
 - GAC for T&O Control
 - Modifications to raw water piping
 - Modifications at surface water pump station
- Task 3 – Review of Engineering/Design of Treated Water Reservoir Prepared by Others
- Task 4 – Project Management
- Task 5 – Optional Additional Services

For each task, we have listed the objectives, activities (subtasks), deliverables and assumptions.

Task 1 – Corrosion Control Study

Objective:

Determine treatment requirements for the finished water (e.g., a phosphate-based corrosion control system, pH adjustment) to mitigate potential corrosion issues in the City's distribution system resulting from treating surface water and groundwater blends.

The following activities are included in this task.

Task 1.1 – Initial Meeting

Objective: Facilitate an initial meeting with the City to kick-off this study.

Approach:

An initial meeting, via videoconference, will be held to discuss with City staff the importance of conducting a drinking water distribution assessment, and the steps involved for both CDM Smith and the City staff to conduct the assessment.

Groundwater and surface water exhibit different water chemistry. Understanding differences in water chemistry between source waters to be blended is important for forecasting water quality impacts and pipe-scale destabilization on existing distribution water mains as well as understanding the potential for increased corrosion rates, discolored water complaints, and potential arsenic release from accumulated arsenic adsorbed on distribution water mains. This includes customer service pipes and premise plumbing for lead and copper release.

As an example of potential risk, scales dominated with manganese or iron can be sensitive to changes in oxidation-reduction potential (ORP), especially when changing from a groundwater system to a surface water source and vice-versa. Knowing the condition of the distribution system can provide insight to blending. It can also identify if additional chemical treatment such as ortho or blended phosphate is needed, and if physical scale removal through unidirectional flushing prior to the introduction of the new water source will provide added benefit.

Assumptions:

The following topics will be discussed during this meeting:

- Benefits of conducting a distribution assessment
- How to collect samples using fire hydrants
- A request for historic water quality data collected by the City
- Facility needs during the assessment
- How to choose sample locations
- Final deliverable

Deliverables:

- Meeting agenda and notes, via email.

Task 1.2 – Data Review and Sampling Plan

Objective: Review initial water quality data from City and prepare a distribution system sampling plan.

Approach:

This task will include reviewing key raw water quality and compliance treatment and distribution system data from the City, and then developing a sampling plan for conduction a distribution assessment. If available, CDM Smith will review the hydraulic model for the City's distribution system to identify average direction of water flow and water age. This data will be utilized to assist in identifying sample locations and distribution computer modelling under subtask 1.3.

CDM Smith will also meet virtually with key City GIS staff (if available) and distribution staff to identify hydrant sampling locations in the distribution system. CDM Smith will develop a sampling plan to be followed under subtask 1.3.

Assumptions:

- CDM Smith will submit a list to City of historic water quality data needed for review from the city for the past three years and the past three lead and copper sample events.
- The City will compile and deliver the data to CDM Smith in Microsoft Excel file format.
- If a hydraulic model exists, CDM Smith will request from the City a snapshot of typical water age as water travels through the distribution system.
- If the City uses GIS to identify distribution mains, valves, and hydrants, CDM Smith would request the shape files with the following information.
 - Distribution mains: pipe material, pipe diameter, length of pipe, age of pipe
 - Fire Hydrants ID
- Approximately 20 sample locations will be chosen based on pipe material, pipe age, and geographical location.

Deliverables:

Sampling plan for distribution system assessment.

Task 1.3 – Conduct Distribution System Water Quality Assessment

Objective: Conduct assessment of water quality in distribution system.

Approach:

With the assistance of the City's distribution system staff to operate hydrants, CDM Smith staff will collect and analyze distribution water quality samples at key locations (to be identified in subtask 1.2) throughout the City's distribution system. Several samples will require analysis from an outside certified laboratory. Once the water quality data is collected, CDM Smith will model the results using geochemical, water quality, and metal solubility models. At the completion of this subtask, a draft technical memorandum (TM) will be submitted to the City identifying current conditions, and options to

achieve pipe-scale stability in the distribution system, including lead and copper solubility in customer homes. After receiving the City's comments on the Draft TM, CDM Smith will revise and finalize the TM. This TM can also be submitted by the City to regulatory agencies as a corrosion control study under the Interim Lead and Copper Rule Revisions.

Assumptions:

- For two 8-hour days, CDM Smith along with City staff will collect low flow and high flow samples (a total of 20 samples) from designated fire hydrants as identified in the Sampling Plan developed in subtask 1.2.
- City staff will open the hydrants and flow them through diffusers so as not to incur damage to private property.
- City staff will flow hydrants at a high flow (between 500 gpm – 800 gpm) for approximately 1 minute at each sample location.
- City staff will be expected to have their own flushing equipment and vehicles.
- CDM staff will collect samples from the hydrant and conduct field analysis using laboratory equipment and chemical reagents provided by CDM Smith.
- CDM Smith will provide its own vehicle and staff to collect samples.
- After samples have been collected, CDM Smith staff will finish the analysis of samples at an appropriate location owned by the City, preferably the City's treatment plant.
- CDM Smith will collect 5 additional samples which will be submitted to an outside certified laboratory for additional metals and anion analysis. It is recommended to use the same contract laboratory as the City. CDM Smith staff will write the chain of custody. Laboratory charges will be submitted to CDM Smith for payment.
- The City will deliver one consolidated set of comments in table format (Microsoft Excel preferred) on the Draft TM and CDM Smith will provide a response to each comment.
- CDM Smith will revise and submit the final TM approximately three weeks after receiving comments from the City.

Deliverables:

- Meeting agenda and notes, via email.
- Draft Technical Memorandum in Microsoft Word and pdf format.
- Final Technical Memorandum in Microsoft Word and pdf format

Task 1.4 – Review Meeting

Objective: Facilitate a meeting with City to discuss the findings and recommendations from this Study.

Approach:

After the City has reviewed the Draft Technical Memorandum prepared under Task 1.3, a meeting will facilitate a meeting with the City via videoconference to discuss the findings of the distribution system assessment and desktop study and the recommended next steps.

Assumptions:

- This meeting will last up to 2 hours.
- CDM Smith's project manager, task lead, and senior technical reviewer will attend this meeting.
- The review meeting will be held approximately 2 weeks after CDM Smith submits the Draft TM.

Deliverables:

- Meeting agenda and notes, via email.

Task 2 – Conceptual Evaluations

Objective:

Prepare conceptual engineering evaluations for the following potential plant improvements so that the City can get a sense for their construction scope and cost:

- Carbon Dioxide System for pH Adjustment
- Sludge Drying Beds
- GAC for T&O Control
- Modifications to raw water piping
- Modifications at surface water pump station.

Approach:

The evaluation of each of these potential improvements will be at a conceptual level and will be completed under separate subtasks as described below.

Task 2.1 – Carbon Dioxide System for pH Adjustment

Objective: Prepare a conceptual engineering evaluation for adjusting the pH of raw surface water with a carbon dioxide system.

Approach:

The City notes that the surface water to be treated at the plant experiences significant pH fluctuations. This could make the pretreatment process (e.g., coagulation, flocculation, and sedimentation) more

challenging to control. A carbon dioxide (CO₂) chemical storage and feed system can be implemented to adjust and maintain a stable raw water pH. This conceptual evaluation includes the following activities:

- Review water quality data of surface water to establish potential range of water quality parameters (e.g., alkalinity, pH) that affect the design criteria for the CO₂ system equipment.
- Conduct water quality modeling to estimate dosing range to achieve a desired target adjusted pH.
- Prepare conceptual design of CO₂ system (at approximately a 5% design completion level), including: size criteria for storage tank(s), feed panels, and carriage water pumping; develop a process schematic and a site plan showing layout of equipment within plant, plan view of equipment and chemical delivery truck pad, identify potential electrical and I&C improvements needed to allow the implementation of the CO₂ system.
- Prepare an opinion of probable construction cost (OPCC).
- Document findings from above activities in a Technical Memorandum to be prepared under Task 2.6.

Assumptions:

- City will provide in a Microsoft Excel format the available surface water quality data including parameter such as pH, alkalinity, temperature, etc.
- CDM Smith will utilize a water chemistry model to estimate the CO₂ dosing criteria to maintain a desired raw water pH, initial anticipated to be between 7.0 and 7.5 units.
- Equipment and/or facilities section views will not be prepared.
- The OPCC will be a Class 4 estimate (based on AACE guidelines) and will be based on budgetary quotes received for significant equipment and on construction costs from previous similar projects.
- The evaluation will not include an estimate of O&M costs.

Deliverables:

- None under this subtask. The findings from this subtask will be summarized in a TM prepared under subtask 2.6.

Task 2.2 – Sludge Drying Beds

Objective: Prepare a conceptual engineering evaluation for sludge drying beds to be used for sludge thickening and dewatering.

Approach:

Currently, the City hauls away liquid sludge generated at its plant. Once the plant treats surface water, it is anticipated that sludge production will increase significantly, which will likely increase sludge hauling costs significantly. Sludge drying beds could be implemented at the plant to thicken and dewater the sludge before hauling and disposal.

This conceptual evaluation includes the following activities:

- Review water quality data and anticipated ferric chloride dosing to calculate sludge production.
- Contact the Truckee Meadows Water Authority to enquire about their operation of sludge drying beds (e.g., loading and drying cycles) to help with the preliminary sizing.
- Prepare conceptual design of sludge drying beds (at approximately a 5% design completion level), including: number and size of beds, develop a process schematic and a site plan showing layout of beds within plant, and identify potential electrical and I&C improvements to allow the implementation of the drying beds.
- Prepare an opinion of probable construction cost (OPCC).
- Document findings from above activities in a Technical Memorandum to be prepared under Task 2.6.

Assumptions:

- City will provide in a Microsoft Excel format the available surface water quality data including parameters such as turbidity or TSS, iron, manganese, TOC, etc.
- The sizing of the drying beds will be based on the most conservative blend of surface water and groundwater, which will be determined with input from the City.
- Equipment and/or facilities section views will not be prepared.
- The OPCC will be a Class 4 estimate (based on AACE guidelines) and will be based on parametric estimating (e.g., unit costs x \$/unit) and on construction costs from previous similar projects.
- The evaluation will not include an estimate of O&M costs.

Deliverables:

- None under this subtask. The findings from this subtask will be summarized in a TM prepared under subtask 2.6.

Task 2.3 – GAC Adsorbers for T&O Control

Objective: Prepare a conceptual engineering evaluation for GAC adsorbers for T&O control.

Approach:

The City is concerned that the surface water to be treated at the plant may have tastes and odors that the current treatment train will not remove. GAC adsorbers can be used to mitigate tastes and odors.

This conceptual evaluation includes the following activities:

- Establish sizing criteria for GAC adsorbers (e.g., Empty Bed Contact Time) based on industry guidelines and/or treatment plants with similar installations.

- Prepare conceptual design of GAC adsorbers (at approximately a 5% design completion level), including: number and size, develop a process schematic and a site plan showing layout of GAC adsorbers within plant, and identify potential pumping, electrical and I&C improvements needed to allow the implementation of the GAC adsorbers.
- Prepare an opinion of probable construction cost (OPCC).
- Document findings from above activities in a Technical Memorandum to be prepared under Task 2.6.

Assumptions:

- The sizing of the GAC adsorbers will be based on the most conservative blend of surface water and groundwater, which will be determined with input from the City.
- Equipment and/or facilities section views will not be prepared.
- The OPCC will be a Class 4 estimate (based on AACE guidelines) and will be based on budgetary quotes received for significant equipment and on construction costs from previous similar projects.
- The evaluation will not include an estimate of O&M costs.

Deliverables:

- None under this subtask. The findings from this subtask will be summarized in a TM prepared under subtask 2.6.

Task 2.4 – Modifications to Raw Water Piping

Objective: Prepare a conceptual engineering evaluation of modifications to the raw water piping and valving to allow the conveyance and/or blending of raw (untreated) groundwater and surface water.

Approach:

The City's intent is to initially treat a small amount of surface water with its groundwater (e.g., start with a 5% to 10% blend of surface water to groundwater) and then gradually ramp up its blend over a period of a few years. To simplify treatment operations and monitoring activities, it would be beneficial to blend/mix the surface water and groundwater prior to the coagulation process (i.e., upstream of chemical flash mixing).

This conceptual evaluation includes the following activities:

- Review the existing raw water piping and valving configuration to determine potential alternative(s) for modifying to allow the plant to treat surface water and groundwater either separately or together (i.e., blended).
- Prepare conceptual sketches of the potential alternative(s).
- Prepare an opinion of probable construction cost (OPCC).

- Document findings from above activities in a Technical Memorandum to be prepared under Task 2.6.

Assumptions:

- City will provide record drawing(s) showing the latest configuration of the raw water piping upstream of the chemical flash mixing.
- The sizing of the piping/valving for conveying surface water will be based on the most conservative blend of surface water and groundwater, which will be determined with input from the City.
- Equipment and/or facilities section views will not be prepared.
- The OPCC for up to two alternatives will be a Class 4 estimate (based on AACE guidelines) and will be based on budgetary quotes received for significant equipment and on construction costs from previous similar projects.
- The evaluation will not include an estimate of O&M costs.

Deliverables:

- None under this subtask. The findings from this subtask will be summarized in a TM prepared under subtask 2.6.

Task 2.5 – Modifications at Surface Water Pump Station

Objective: Prepare a conceptual engineering evaluation for modifications at the surface water pump station to 1) modify the flow turndown capability of the pump station to the City's desired minimum surface water flow rate, 2) add an alarm interlock (based on high turbidity) on the pump station to stop the flow of surface water into the plant under a high turbidity event, and 3) provide telecommunication between the surface water pump station and the plant.

Approach:

This conceptual evaluation includes the following activities:

- Review design drawings and specs for the surface water pump station. This will include a plant visit by up to 3 CDM Smith team members to investigate the as-constructed pump station and associated infrastructure (e.g., process mechanical, electrical, and I&C).
- Compare design capacity of the surface water pumps with the City's desired minimum surface water flow rate to identify potential modifications to pump station (e.g., install a small pump at the spare space in the pump station, replace one or more of the three existing pumps).
- Determine improvements needed to implement an alarm interlock (based on high turbidity) on the pump station to stop the flow of surface water into the plant under a high turbidity event.
- Identify and assess up to three alternatives for providing telecommunication between the surface water pump station and the plant.

- Prepare conceptual design of the pump station modifications (at approximately a 5% design completion level).
- Prepare an opinion of probable construction cost (OPCC) for the preferred modifications.
- Document findings from above activities in a Technical Memorandum to be prepared under Task 2.6.

Assumptions:

- City will provide a copy of the records drawings and specifications for the surface water pump station in pdf format.
- The potential modifications to the pumps at the surface water pump station will be based on the City's desired minimum surface water flow rate and potential minimum flow requirements for existing unit processes within the treatment plant.
- Equipment and/or facilities section views will not be prepared.
- The OPCC will be a Class 4 estimate (based on AACE guidelines) and will be based on budgetary quotes received for significant equipment and on construction costs from previous similar projects.
- The evaluation will not include an estimate of O&M costs.

Deliverables:

- None under this subtask. The findings from this subtask will be summarized in a TM prepared under subtask 2.6.

Task 2.6 – Technical Memorandum

Objective: Present the findings of the conceptual evaluations completed under Tasks 2.1 through 2.5.

Approach:

This subtask includes the following activities:

- Prepare a draft Technical Memorandum (TM) for review by the City summarizing the findings and conceptual designs completed under Tasks 2.1 through 2.5.
- Facilitate a meeting with the City, via videoconference, to discuss the findings presented in the draft TM.
- Respond to City's review comments and finalize the TM.

Assumptions:

- The TM will be concise and will present findings in summary format via tables, bullet lists, figures, or sketches developed in pdf format.

- The City will deliver one consolidated set of comments in table format (Microsoft Excel) and CDM Smith will provide a response to each comment.
- The meeting will be held approximately two weeks after CDM Smith submits the draft TM and will last approximately 2-3 hours.
- CDM Smith will revise and submit the final TM approximately three weeks after receiving comments from the City.

Deliverables:

- Draft Technical Memorandum in Microsoft Word and pdf formats.
- Agenda and notes for meeting to discuss draft TM with City.
- Responses to City review comments in Microsoft Excel format.
- Final Technical Memorandum in Microsoft Word and pdf formats.

Task 3 – Review of Engineering/Design of Treated Water Reservoir Prepared by Others

Objective:

Review engineering and/or design deliverables for the Treated Water Reservoir prepared by another consultant.

Approach:

The City would like CDM Smith to review engineering and/or design deliverables for the Treated Water Reservoir being designed by another consultant. CDM Smith's review will focus on high level aspects of the design including design criteria to verify compliance with primary and residual disinfection requirements, process schematic, P&IDs, and connection(s)/valving between the new reservoir and the existing reservoir for operations and maintenance flexibility.

Assumptions:

- CDM Smith's review will be limited to the items specifically listed above under Approach.
- CDM Smith's review will not include a review of code requirements, calculations, hydraulics, coatings, disinfection and testing procedures, and other similar specifications related to the design of the reservoir.
- CDM Smith's review does not relieve the Engineer-of-Record of its contractual and professional responsibilities for its design.
- CDM Smith's review does not transfer any responsibility or liability to CDM Smith resulting from the engineering/design completed by others.

Deliverables:

- Brief memorandum (1-2 pages long) summarizing the review comments in pdf format.

- If appropriate and necessary, annotations and/or markups on drawings in pdf format.

Task 4 – Project Management

Approach

CDM Smith will communicate and coordinate with the City, direct the project team, review work progress; monitor scope, schedule and budget, and prepare monthly progress reports and invoices.

Activities, Assumptions and Deliverables

CDM Smith will complete the following activities under this task:

4.1 Prepare Project Management Plan

- Prepare and distribute internally project management plan (PMP) to project team.
- PMP will include: Team directory/contact Information, Scope, Schedule, Budgets, Document Controls/Filing, QA/QC Plan, Standards, Templates, other project specific information.

4.2 Communicate with City

- Facilitate communications and monthly progress calls with the City. Each monthly progress call attended by up to two CDM Smith staff will last 30-60 minutes. Up to six (6) monthly progress calls are assumed.
- CDM Smith will prepare notes and distribute via email to the City.

4.3 Prepare Monthly Progress Reports and Invoices

- Prepare up to six (6) monthly progress reports and invoices.
- Invoices will summarize costs incurred for top Tasks; costs will not be reported at the subtask level.

4.4 Monitor Team, Scope, Schedule, and Budget

- Set up project within CDM Smith's management and accounting system, set up project files.
- Weekly progress calls and communications with the project team
- Weekly monitoring of scope, schedule, and budgets for CDM Smith
- CDM Smith reserves the right to move hours and budgets between Tasks 1 through 4 without approval from City. Changes to budgets for individual task will be communicated to the City in writing. The not to exceed limit of fees for the Work described will not change, unless agreed upon by the City and approved by signed amendment to this Agreement.

Task 5 – Optional Additional Services

Approach:

The City may require additional services from CDM Smith beyond what is included in the defined scope of work tasks. Prior to performing any additional service, CDM Smith will prepare a proposal for each specific activity consisting of a scope, schedule, and budget. The City will review the proposal for each additional task or subtask, and provide written response to CDM Smith that either:

1. Authorizes CDM Smith to initiate the additional services. The written authorization will state the agreed upon scope of services requested, associated not-to-exceed fees for the task or subtask and revised project upper limit, and revised schedule.
2. Rejects the additional services proposal and directs CDM Smith not to conduct the proposed services.

Potential activities that could be included in these additional services would include:

- Assisting City in communications with regulators, including preparation of documentation.
- Additional sampling and analysis in distribution system beyond what is assumed in Task 1.
- Additional meetings beyond what is assumed in Tasks 1-4.
- Additional review of engineering/design deliverables for plant improvements prepared by other consultants beyond what is included in Task 4.

Schedule

The proposed durations for the tasks described above are:

- Task 1 – Corrosion Control Study: 3 months from Notice-to-Proceed (NTP)
- Task 2 – Conceptual Evaluations: 6 months from NTP.
- Task 3 – Review of Engineering/Design of Treated Water Reservoir Prepared by Others: 6 months from (NTP)
- Task 4 – Project Management: 6 months from NTP.
- Task 5 – Optional Additional Services: 6 months from NTP.

Fees

The project will be billed on a time-and materials basis with a not-to-exceed upper limit of \$288,713 for Tasks 1 through 4 as described in this Scope of Work. Exhibit B presents the estimated levels of effort and budgets for the project. The City will authorize the budget for Task 1-4 only. The remaining \$50,000 designated for Task 5 – Optional Additional Services will be held in reserve by the City to authorize additional and/or out of scope work on an as-needed basis.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

(For Possible Action) Adoption of Resolution # 23-016 to amend the development services fee schedule to reflect actual cost of contracted surveyor consultant rates rather than a set surveyor fee.

AGENDA ITEM BRIEF:

Staff is requesting to return the "Surveyor Fee" on the development services fee schedule to "Actual Cost". Staff intends to preserve City Council oversight of contracted surveyor fees through the contract approval process.

RECOMMENDED MOTION:

"I move to approve the consent agenda."

BUSINESS IMPACT (per NRS Chapter 237):

A business impact statement is not required because this is not a rule as defined in NRS 237.060. This is an action taken by City Council that imposes, increases, or changes the basis for the calculation of a fee that has been negotiated pursuant to a contract between a business and City of Fernley.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Though no further language for alternatives is provided, all motions made in accordance with City Council parliamentary procedure are appropriate, to include pulling this item from the consent agenda for discussion among Councilmembers.

BACKGROUND:

In June 2020, Council adopted a development fee schedule via Resolution # 20-009. The development fee schedule update was in response to costs associated with new processes that were introduced by an update to the development code. This resolution set the "Surveyor Fee" at "Actual Cost", allowing staff the flexibility to negotiate surveyor consulting contracts as needed. This fee schedule allowed for Council oversight through the survey contract process, rather than requiring a new resolution for every new contract.

In September 2022, staff requested Council amend the fee schedule through Resolution # 2022-019, in order to reflect updated surveyor rates. Staff was concerned that a dramatic increase to our "Surveyor Fee" should be re-approved by Council. Previous surveyor contract rates had been dramatically below market value for these services; as such, development and land use applications were not being reviewed in a timely manner. As a result of underpaying for services, City of Fernley was no longer able to meet statutory timelines required by NRS 278 for planning and zoning applications. Council approved Resolution # 2022-019 which increased our surveyor fee; as an unintended side effect, this resolution also set a fixed cost for the surveyor fee instead of allowing for the actual cost.

City of Fernley has again reached a point where we are no longer paying market value for the timely review that NRS 278 requires. Because we do not have a City Surveyor on staff, we are entirely dependent upon contractors for our surveying needs. Unfortunately, given the recent development boom, surveyor services are highly in demand.

Staff requests a return to a "Surveyor Fee" at "Actual Cost". Should this item be approved, staff will then bring forward a surveyor contract to an upcoming consent agenda for approval. Through the "future agenda item" process, Councilmembers may also request the surveyor contract be placed on the agenda for discussion by Councilmembers if desired.

RELEVANT LAWS, STATUTES, AND REGULATIONS:General

Nevada Revised Statutes, Chapter 278 - Planning and Zoning
Fernley Municipal Code, Title 32 - Development Code

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Resolution 23-016
2. Resolution 22-019
3. Resolution 20-009

CITY OF FERNLEY
RESOLUTION # 23-016

A RESOLUTION OF THE CITY OF FERNLEY AMENDING THE DEVELOPMENT SERVICES FEE SCHEDULE TO REFLECT ACTUAL COST OF CONTRACTED SURVEYOR CONSULTANT RATES RATHER THAN A SET SURVEYOR FEE.

WHEREAS, the City of Fernley is a political subdivision of the State of Nevada, organized pursuant to the provisions of NRS 266; and

WHEREAS, Fernley Municipal Code Section 32.01.090, as established by City of Fernley Ordinance #2020-005, requires that City Council shall establish a schedule of fees for processing of all development and land division applications under development code of Title 32 by resolution; and

WHEREAS, City Council adopted Resolution # 20-009 which established a Development Services Fee Schedule containing a "Surveyor Fee" set at "Actual Cost"; and

WHEREAS, to apprise City Council of increases in contracted surveyor rates, staff then brought forward Resolution #22-019 which, when adopted by City Council, effectively repealed the "Surveyor Fee" set at "Actual Cost" and replaced it with a set cost; and

WHEREAS, the actual cost of retaining a contracted surveyor has again increased; and

WHEREAS, City Council wishes to preserve staff's flexibility to negotiate a contracted surveyor rate that will allow compliance with all statutory timelines for planning and zoning applications required by NRS 278;

NOW, THEREFORE IT BE RESOLVED, that the fee schedule adopted by Resolution # 22-019 is hereby repealed and the Development Services Fee Schedule established by Exhibit B of Resolution # 20-009 is hereby re-adopted and shall again take effect December 1, 2023.

RESOLUTION PASSED, APPROVED, AND ADOPTED this 15th day of November 2023, by the following vote of the Fernley City Council:

Aye: _____ Nay: _____ Abstention: _____ Absent: _____

FERNLEY CITY COUNCIL

By: _____
Neal E. McIntyre, Mayor

Date: _____

Attest By: _____
Kim Swanson, City Clerk

Date: _____

CITY OF FERNLEY
RESOLUTION # 22-019

A RESOLUTION OF THE CITY OF FERNLEY TO MODIFY THE PLANNING LAND DIVISION/MAPPING FEE SCHEDULE TO REFLECT INCREASED SURVEY CONSULTANT FEES.

WHEREAS, the City Council is authorized by various provisions of Nevada Revised Statutes to fix, impose, and collect service charges for various services primarily benefiting individuals or groups rather than the public at large; and,

WHEREAS, the City Council desires to preserve the development services functions as a self-supporting function, improving the city's ability to respond to the growing development and building needs of our community; and,

WHEREAS, the City Council finds it appropriate to charge the public a fee or service charge for providing a service benefiting an individual; and

WHEREAS, the fee or service charge should, in appropriate cases, reflect the cost of the service being provided; and

WHEREAS, the adjustments to fees and service charges shall be submitted in resolution form for consideration;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fernley, Nevada:

Section 1. That the Fee Schedule attached hereto as "Exhibit A" is hereby adopted as the Planning Land Division/Mapping Fee Schedule of the City of Fernley, Nevada.

Section 2. That all fees are effective September 21, 2022.

Section 3. That any resolution which conflicts with this resolution is hereby repealed. The officers of the City are hereby authorized and directed to take all action necessary to effectuate the provisions of this resolution. The City Clerk is authorized to make editorial changes hereto consistent with the intentions of this resolution. The provisions of this resolution shall be liberally construed to effectively carry out its purposes. In the event that any provision in this resolution is deemed void, invalid, or unenforceable by a court of competent jurisdiction, then such offending provision shall be served from this resolution and all the remaining provisions (including the repeal provision) shall remain in full force and effect.

RESOLUTION PASSED, APPROVED, AND ADOPTED this 21st day of September 2022, by the following vote of the Fernley City Council:

AYES: 5 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0

FERNLEY CITY COUNCIL

By:



Roy Edgington, Mayor

Date: 9.21.22

Attest By:



Kim Swanson, City Clerk

Date: 9.21.22

Exhibit A

CITY OF FERNLEY
DEVELOPMENT SERVICES FEE SCHEDULE
 Fee Schedule - Effective September 21, 2022
 Planning Land Division/Mapping Fees

Fee Description	Application Fee	Surveyor Fee	Noticing Fee	Total (due at time of application)
Planning Fees				
Administrative Review	\$2,350			\$2,350
Annexation	\$4,000	\$1,000	\$300	\$5,300
Appeal	\$750			\$750
Area Plan (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Building Permit Plan Check - Planning	40% of Permit Fee			40% of Permit Fee
Residential Repeats	\$100			\$100
Sign Permit Review	\$75			\$75
Conditional Use Permit	\$3,600		\$300	\$3,900
Continuance	50% of filing fee			50% of filing fee
Development Agreement	\$3,500		\$300	\$3,800
Major Deviation	\$1,750		\$300	\$2,050
Master Plan Amendment (map or text)	\$3,500		\$300	\$3,800
Minor Deviation	\$150			\$150
Planned Development (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Temporary Sign Permit	\$35			\$35
Temporary Use Permit	\$100			\$100
Variance	\$1,750		\$300	\$2,050
Zoning Map Amendment	\$600		\$300	\$900
Zoning Verification Letter	\$150			\$150
Land Division/Mapping Fees				
Abandonment (Vacations)	\$1,500	\$750		\$2,250
Amended Map		\$1,000		\$1,000
Boundary Line Adjustment	\$700	\$1,500		\$2,200
Certificate of Amendment	\$250	\$750		\$1,000
Division of Land into Large Parcels, Final	\$600	\$1,500		\$2,100
Division of Land into Large Parcels, Tentative	\$800			\$800
Extension of Time	\$775			\$775
Parcel Map, Final	\$1,000	\$1,500		\$2,500
Parcel Map, Tentative	\$2,050 + \$200/lot			\$2,050 + \$200/lot
Reversion to Acreage	\$1,400	\$1,000		\$2,400
Roadway Dedication	\$1,500	\$750		\$2,250
Subdivision Map, Tentative	\$8,000 + \$60/lot for > 100 lots			\$8,000 + \$60/lot for > 100 lots
Subdivision Map, Final (Does not include final improvement plan review)	\$1,650	\$2,500		\$4,150

CITY OF FERNLEY
RESOLUTION # 20-009

A RESOLUTION OF THE CITY OF FERNLEY TO FIX, IMPOSE, AND COLLECT SERVICE CHARGES FOR VARIOUS SERVICES PRIMARILY BENEFITING INDIVIDUALS OR GROUPS RATHER THAN THE PUBLIC AT LARGE, SPECIFICALLY FEES FOR BUILDING PERMITS AND DEVELOPMENT SERVICES.

WHEREAS, the City Council is authorized by various provisions of Nevada Revised Statutes to fix, impose, and collect service charges for various services primarily benefiting individuals or groups rather than the public at large; and,

WHEREAS, the City Council desires to preserve the building permit and development services functions as self-supporting functions, improving the city's ability to respond to the growing development and building needs of our community; and,

WHEREAS, the City Council finds it appropriate to charge the public a fee or service charge for providing a service benefiting an individual; and

WHEREAS, the fee or service charge should, in appropriate cases, reflect the cost of the service being provided; and

WHEREAS, the adjustments to fees and service charges shall be submitted in resolution form for consideration; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fernley, Nevada:

Section 1. That the Fee Schedules attached hereto as "Exhibit A" and "Exhibit B" are hereby adopted as the Building Permit and Development Services Fee Schedule of the City of Fernley, Nevada.

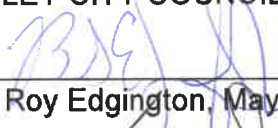
Section 2. That all fees are effective June 3, 2020.

Section 3. That any resolution which conflicts with this resolution is hereby repealed. The officers of the City are hereby authorized and directed to take all action necessary to effectuate the provisions of this resolution. The City Clerk is authorized to make editorial changes hereto consistent with the intentions of this resolution. The provisions of this resolution shall be liberally construed to effectively carry out its purposes. In the event that any provision in this resolution is deemed void, invalid or unenforceable by a court of competent jurisdiction, then such offending provision shall be served from this resolution and all the remaining provisions (including the repeal provision) shall remain in full force and effect.

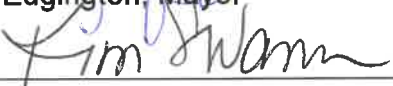
RESOLUTION PASSED, APPROVED, AND ADOPTED this 3rd day of June 2020, by the following vote of the Fernley City Council:

AYES: 5 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0

FERNLEY CITY COUNCIL

By: 
Roy Edgington, Mayor

Date: 3 June 2020

Attest By: 
Kim Swanson, City Clerk

Date: 6/3/2020

CITY OF FERNLEY
EXHIBIT "A"
BUILDING DEPARTMENT PERMIT & INSPECTION FEES

Temporary Certificate of Occupancy	\$200
Residential Foundation Only Permit Application	\$250
Commercial Foundation Only Permit Application	\$2,500
Electrical Permit, Inspection & Tag, Residential Service < than 400 A, or Utility Service Restoration.	\$80
Gas Inspection & Tag, Utility Service Restoration.	\$80
Manufactured/Modular Home Permit	\$500
Demolitions Permit; by Valuation, minimum fee \$100.	\$100 Min.
Mobile Home Conversion to Real Property Permit	\$200
Water Heater, Wood Stove, or Gas Fireplace Insert Only	\$80
Hazardous Materials Permit, Storage or Waste Disposal Permit	\$1,000
Hazardous Waste Disposal, Processing Service Charge	Actual Cost
Hourly Inspection Rate, Normal Business Hours	\$69
Re-Inspection Fee, Third or more Inspection of same Building Element(s), each.	\$207
Hourly Inspection Rate, Outside of Normal Business Hours (2-hour minimum)	\$103
Work Without Permit and Stop Work Orders	\$300
Permit Processing Fee; applies to new construction, additions, repairs & TI's.	\$25
Residential, Commercial, Industrial and Miscellaneous Permits for construction works not specifically identified above shall use the current ICC Building Valuation Data (BVD) Tables for new construction valuation and/or the written contract value (Highest Value applies) applied to the current Building Permit Fee Schedule (BPFS) published by the City of Fernley Building Department.	Refer to ICC BVD and BPFS

Plan Review Fees shall be in addition to the above Permit Fees and shall be an additional 65% of the Building Permit Fee determined.

NOTES:

1. Payment of Plan Review Fees will be required at the time of Permit Application.
2. Plan Reviews requiring a Third Review (2nd Revision Submittal) will be charged at \$98 per hour or quarter-hour fraction thereof.
3. Whenever a project cannot be valued by the table above, the Building Official shall set the project valuation.
4. Use of outside professional consultants for service: Actual Cost of Services plus 15% administrative processing.

BUILDING PERMIT FEE SCHEDULE COMPARISON

In accordance with the provisions of NRS 354.59891(2), the City of Fernley will adjust Building Permit Fees annually, on or about August 1 of each subsequent year, by a percentage equal to the percentage change (+/-) in the Western Urban Non-Seasonally Adjusted Consumer Price Index published by the U.S. Department of Labor.

Western Urban Consumer Price Index, January-December (Prior Calendar Year) = **2.50%**

FEE	1997 UBC BASE PERMIT FEE (CURRENT VALUE)	1997 UBC ADD'TL FEE PER INCREMENT (CURRENT VALUE)	BASE PERMIT FEE W/CPI ADJ.	ADD'TL FEE PER INCREMENT W/CPI ADJ.
\$1.00 to \$500.00	\$50.00	\$0.00	\$80.00	\$0.00
\$500.01 to \$2,000.00	\$50.00	\$3.05	\$80.00	\$3.13
\$2000.01 to \$25,000.00	\$69.25	\$14.00	\$80.00	\$14.35
\$25,000.01 to \$50,000.00	\$391.75	\$10.10	\$401.54	\$10.35
\$50,000.01 to \$100,000.00	\$643.75	\$7.00	\$659.84	\$7.18
\$100,000.01 to \$500,000.00	\$993.75	\$5.60	\$1,018.59	\$5.74
\$500,000.01 to \$1,000,000.00	\$3,233.75	\$4.75	\$3,314.59	\$4.87
\$1,000,000.01 and up	\$5,608.75	\$3.15	\$5,748.97	\$3.23

Building permit fee schedule. Pursuant to NRS 278.580 and the International Building Code (IBC) Section 109.2, building permit fees shall be based on the most recent Building Valuation Data (BVD) as published periodically by the International Code Council, "Square Foot Construction Costs" or when such application is inappropriate, the complete and verifiable executed Contract Value of the proposed works applied to this schedule.

Building Permit Fee Schedule (BPFS)

Total Project Valuation Fee*

\$0.01 to \$500.00	\$80.00
\$500.01 to \$2,000.00	\$80.00 for the first \$500.00 plus \$3.13 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001 to \$25,000.00	\$80.00 for the first \$2,000.00 plus 14.35 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001 to \$50,000.00	\$401.54 for the first \$25,000.00 plus \$10.35 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001 to \$100,000.00	\$659.84 for the first \$50,000.00 plus \$7.18 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001 to \$500,000.00	\$1,018.59 for the first \$100,000.00 plus \$5.74 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001 to \$1,000,000.00	\$3,314.59 for the first \$500,000.00 plus \$4.87 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001 and up	\$5,748.97 for the first \$1,000,000.00 plus \$3.23 for each additional \$1,000.00 or fraction thereof

*** Plan Check fees shall be in addition to the above and shall be an additional 65% of the Building Permit Fee As determined in the table above.**

The fee for the renewal of an expired Building Permit shall be \$150.00 plus 10% of the original Permit Fee or \$25.00, whichever is greater. The renewal of an expired Building Permit will exclude the Parks Tax, School Tax, Road Tax, and the Plan Check fee; provided that no changes have been made to the original project design and the date of renewal is within the same code cycle in which the work was originally approved.

"EXHIBIT B"

DEVELOPMENT SERVICES FEE SCHEDULE (EFFECTIVE JUNE 3, 2020)

Planning, Land Division/Mapping, Engineering & Miscellaneous Fees

Fee Description	Fee
<u>Planning Fees</u>	
Administrative Review	\$2,350
Annexation	\$4,000
Appeal	\$750
Area Plan	\$5,000 deposit credited toward actual staff time
Building Permit Plan Check - Planning	40% of Permit Fee
Residential Repeats	\$100
Sign Permit	\$75
Conditional Use Permit	\$3,600
Continuance	50% of filing fee
Development Agreement	\$3,500
Major Deviation	\$1,750
Master Plan Amendment (map or text)	\$3,500
Minor Variance/Minor Deviation	\$150
Planned Development	\$5,000 deposit credited toward actual staff time
Temporary Sign Permit	\$35
Temporary Use Permit	\$100
Variance	\$1,750
Zoning Map Amendment	\$600
Zoning Verification Letter	\$150
<u>Land Division/Mapping Fees</u>	
Abandonment (Vacations)	\$1,500
Amended Map	Actual Cost
Boundary Line Adjustment	\$700
Certificate of Amendment	\$250
Division of Land into Large Parcels, Final	\$600
Division of Land into Large Parcels, Tentative	\$800
Extension of Time	\$775
Parcel Map, Final	\$1,000
Parcel Map, Tentative	\$2,050 + \$200/lot

Reversion to Acreage	\$1,400
Roadway Dedication	\$1,500
Subdivision Map, Tentative	\$8,000 + \$60/lot for > 100 lots
Subdivision Map, Final (Does not include final improvement plan review)	\$1,650
Engineering Fees	
Floodplain Development Permit	\$2,500 deposit + Actual Cost
Final Improvement Plans Review	\$3,000 + \$100/lot
Industrial Discharge permit	\$800
Annual renewal	\$400
Lab Testing for permit	Actual Cost
Grading and Improvement Fees	
Grading Permit Engineering Review Fee	
1. 50 cubic yards or less	No Permit Required
2. 51 to 100 cubic yards	\$400
3. 101 to 1,000 cubic yards	\$1,100
4. 1,001 to 10,000 cubic yards	\$1,700
5. 10,001 to 100,000 cubic yards	\$2,500
6. 100,001 to 200,000 cubic yards	\$4,200
7. 200,001 or more cubic yards	\$5,600
Grading Permit Fee	
1. 50 cubic yards or less	No Permit Required
2. 51 to 100 cubic yards	\$46.25
3. 101 to 1,000 cubic yards	\$46.25 for first 100 cubic yards plus \$17.50 for each additional 100 cubic yards or fraction thereof.
4. 1,001 to 10,000 cubic yards	\$243.13 for first 1,000 cubic yards plus \$14.50 for each additional 1,000 cubic yards or fraction thereof.
5. 10,001 to 100,000 cubic yards	\$406.25 for first 10,000 cubic yards plus \$66.00 for each additional 10,000 cubic yards or fraction thereof.
6. 100,001 to 200,000 cubic yards	\$1,148.75 for first 100,000 cubic yards plus \$36.50 for each additional 10,000 cubic yards or fraction thereof.

7. 200,001 or more cubic yards	\$1,513.75 for first 200,000 cubic yards plus \$36.50 for each additional 10,000 cubic yards or fraction thereof.
Multi-Family, Commercial, and Industrial Civil Improvement Fees:	
1. Permit Application Fee/Plan Filing Fee	\$100
2. Plan Review Fees	\$3,500
3. Inspection Fees (Improvement Cost from Engineer's Estimate)	
\$0 – \$50,000	3.00%
\$50,001 – \$100,000	2.75%
\$100,001 – \$200,000	2.50%
\$200,001 – \$300,000	2.25%
Over \$300,000	2.00%
4. Costs incurred over the base inspection fee	Actual Cost
Encroachment Permit Fees:	
1. Permit Fee	\$300
2. Inspection Fee:	
Cut/Excavation	
1 – 100 square feet (minimum charge)	\$125
Over 100 square feet	\$125 + \$0.50/square-foot over 100 square feet
3. Nonprofit Utilities	Required to obtain a permit, exempt from required permit and inspection fees, and required to have all work tested and inspected at their cost.
4. For Profit Utilities	Required to obtain a permit but are exempt from the bonding requirements of the City's encroachment permit.
5. Blanket permits for PUC regulated utilities (for one year)	\$3,200 (Due and payable by June 30 th of each year)
6. Encroachment Permit Extension Fee (before expiration date)	\$20
7. Encroachment Permit Extension Fee (after expiration date)	\$125
Encroachment Permit Refundable Cash Bond	\$500 + \$10/square-foot over 100 square feet

Tenant Improvement Plan Review	\$300
Single Family Residential Plan Review (water/sewer connections and drainage)	\$50
ERC Calculation Sheet Review and Processing Fee	\$300
Bac-T Test Each (City will sample and submit to lab but the cost of testing will be borne by the applicant/contractor)	\$200
Working Without a Permit	Anyone performing work without a permit shall be charged triple the amount of the original permit and inspection fees for the first offense. For the second offense, the penalty shall be quadrupled. Further violations may result in civil prosecution as damage to public property.
Vehicle Towing	Actual Cost
Other Inspection Fees	Actual Cost
Preliminary Water Modeling	\$560
Preliminary Sewer Modeling	\$560
Full Water Modeling with NAC Report	\$3,700
Full Sewer Modeling with NAC Report	\$840
Water System Special Project Modeling	\$2,500 deposit + Actual Cost
<u>Miscellaneous Fees</u>	
Miscellaneous Engineering/Planning Time	\$80/hr.
Miscellaneous Consultant Engineering Time	\$140/hr.
GIS Printing Fees	Actual Cost of Production/Printing
Reimbursement Agreement	\$2,500
Noticing Fee	\$300
Surveyor Fee	Actual Cost



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

100-414-342

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to approve a contract with Legal Edge Software to Provide Azure Services and Managed Services

AGENDA ITEM BRIEF:

Possible action to approve a contract with Legal Edge Software for Backup/Recovery Management for Azure Hosting Costs in the total amount of \$17,100

RECOMMENDED MOTION:

I move to approve the contract with Legal Edge Software to Provide Azure Services and Managed Services for an amount NTE \$17,100.00

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

Annual contract renewal

RELEVANT LAWS, STATUTES, AND REGULATIONS:

N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Legal Edge - Azure Contract



Work Order October 19, 2023

The purpose of this document is to propose a service work order to the License Agreement between LegalEdge Software and The City of Fernley.

Scope of Work

1. Provision an Azure Instance for the City.
2. Provide Managed Services as outlined below:

Initial Migration - Assisting clients in moving their existing infrastructure, applications, and data to the cloud. Setting up the Azure instance with appropriate features. Priced by the hour at \$125 per hour rate. Estimated \$1,500.

Base Service package:

- Backup/Recovery Management – LegalEdge will keep a current copy of the customer's application and in the event of disaster will load a copy along with the most current database backup from the Azure storage onto a new server instance.
- Regular updates and patches for the Windows operating system to ensure security and performance.
- Updating clients' application to the latest versions, applying patches, and ensuring compatibility with the underlying operating system and other software.
- Regular database maintenance tasks such as updating and patching the database software, optimizing database performance, and managing backups.

Cost - \$750 per month

Optional Services – By the Hour

- Advanced Disaster Recovery - Implementing and managing advanced disaster recovery strategies to ensure real time business continuity.
- Infrastructure Management – Recommend a bi-annual performance review - Managing and monitoring the cloud infrastructure to ensure optimal performance cost-effectiveness.

Itemized Costs

Item	Description	Unit Cost	First Year
1.	Azure Hosting Costs – Estimated – Cost may vary based on Usage. LegalEdge will bill at a 15% markup on top of Azure billings, 6 months in advance and adjust each 6 months based on actual.	Estimated \$550 per month	\$6,600
2.	Initial Migration	Estimated \$1,500	\$1,500
3.	Basic Managed Service package	\$750 per month	\$9,000
4.	Optional Services	At \$125 per hour	TBD
	Total		\$17,100
	Annual Fees 2nd Year and Out		\$15,600

Terms:

First 6 months due with signed Work Order.

Target Delivery: **TBD upon acceptance of work order and receipt of payment.**

Authorization

Name: _____ Date: _____

Signature: _____

Please email authorized work order to Walvis@legaledge.com.

LegalEdge Software • 1150 First Avenue, Suite 501, • King of Prussia, PA 19406
Tel: (610) 975 5888 • Fax: (610) 975-5884 • Web: www.legaledge.com



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Lydia Altick, Deputy City Manager

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes: X

No:

FUND/ACCOUNT:

GL 100-413-322

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve \$10,000 of additional funding for the Bureau of Land Management (BLM) to continue processing the original eight parcels for conveyance and preparatory work on the Fernley Conveyance Phase 2 conveyance.

AGENDA ITEM BRIEF:

Staff is seeking approval to provide \$10,000 of additional funding under the Cost Reimbursement Agreement executed between the BLM and the City of Fernley dated June 10, 2020.

RECOMMENDED MOTION:

I move to approve payment to BLM under the 2019 Cost Reimbursement Agreement for additional funds of \$10,000.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Council does not approve BLM payment and staff does not move forward with conveyance of public lands identified in the Lands Bill.

BACKGROUND:

On December 19, 2014, Congress passed the National Defense Authorization Act (H.R. 3913). This Act included Section 3009(c) titled "Conveyance to the City of Fernley, NV, commonly referred to as the "Lands Bill".

On December 28, 2016, Fernley City Council approved an MOU between the BLM and the City of Fernley regarding respective roles, responsibilities, conditions, and procedures for the land conveyance of approximately 9,779 acres of public lands.

On November 13, 2019, the City of Fernley entered into a contract with Wood Rodgers for coordination services with the Bureau of Reclamation (BOR) and BLM to facilitate and complete required baseline studies, NEPA compliance, and concept layouts for eight parcels of public lands in compliance with the Recreation and Public Purposes Act (R&PP). It is anticipated that those eight parcels (1,576 acres) will be deeded to the City in 2023 (Attachment A, orange parcels).

On June 10, 2020, a Cost Reimbursement Agreement for \$21,000 was initiated between the City of Fernley and the BLM Sierra Front Field Office – NVN 093783. The Cost Reimbursement Agreement establishes procedures to reimburse BLM for costs incurred in the processing of a land conveyance pursuant to the National Defense Authorization Act. Processing may include coordination, preparation, administration and approval of necessary environmental analyses, preparation of the administrative record, compliance checks, surveys, and any other necessary processing and monitoring actions consistent with the final determination.

On May 2, 2023, City staff met with the Carson City District BLM staff and field manager as required to initiate the Fernley Phase 2 Conveyance for conveyance of ten parcels of land designated in the Lands Bill located south of the Truckee Canal and mostly west and partly east of 95A (Attachment A, blue parcels). After that meeting, the City put out a request to three professional consulting firms that are listed on the City's list of Qualified Professionals. The RFP included baseline surveys, reports, concept layouts, and NEPA documentation in compliance with the R&PP, and under the 2016 MOU between the BLM and the City to facilitate conveyance of the ten parcels.

On May 30, 2023, the City of Fernley received a letter from BLM requesting an additional \$15,000 to continue processing the original eight parcels and associated Cadastral work. The City paid the requested additional funds in June 2023.

On August 16, 2023, Fernley City Council approved a time and materials contract in the amount not to exceed \$291,000 between the City of Fernley and Wood Rodgers for coordination services with the BLM to facilitate and complete required baseline studies, NEPA compliance, and concept layouts for the Fernley Phase 2 Conveyance of ten parcels located south of the Truckee Canal and mostly west and partly east of 95A, in compliance with the R&PP, and under the 2016 MOU between the BLM and the City (Attachment A, blue parcels).

On October 31, 2023, the City of Fernley received a letter from BLM requesting an additional \$10,000 to continue processing the original eight parcels for conveyance and preparatory work on the Fernley Conveyance Phase 2 conveyance of ten parcels located south of the Truckee Canal and mostly west of 95A.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

National Defense Authorization Act of 2015
Recreation and Public Purposes Act of 1926

FINANCIAL IMPLICATIONS:

These costs are accounted for in the FY 2024 current budget and include professional services for Public Lands R&PP. A continuation of this budget fund line item will be part of the FY 2024-25. The City intends to have the cost reimbursed as part of any future sale agreements of parcels identified in the Lands Bill.

ATTACHMENTS:

1. Attachment A_Additional_Lands_LandsBill#1_20230510
2. Attachment B_Fernley Conveyance_Addtl Funds Request_10-31-23

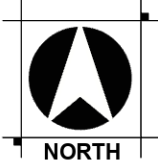
ADDITIONAL FERNLEY LANDS
FERNLEY BOR - BLM LANDS
FERNLEY, NV
MAY 2023

- Fernley Lands Bill Parcels - Conveyance in Progress
- Additional Conveyance Request
- Public Land Survey System - Section
- Public Land Survey System - Township

P# - Parcel Tracking No.

Conveyance Request in Process			
Parcel Number	APN	Section, Township, Range	Administrating Agency
1	021-201-17	S18,T20N,R25E	BOR
2	021-201-18	S16,T20N,R25E	BOR
3	021-181-02, 021-171-16	S24,T20N,R24E	BOR Withdrawn/BLM Administered
4	021-041-06	S01,T20N,R24E	BOR
5	021-302-95	S16,T20N,R25E	BLM
6	021-302-95	S30,T20N,R25E	BLM
7	021-301-30	S24,T20N,R25E	BOR Withdrawn/BLM Administered
8	021-392-05	S20,T20N,R26E	BOR

Additional Conveyance Request			
9	021-161-07	S16,T20N,R24E	BLM
10	021-161-07	S20,T20N,R24E	BLM
11	021-161-07	S22,T20N,R24E	BLM
12	021-161-07	S28,T20N,R24E	BLM
13	021-161-07	S26,T20N,R24E	BLM
14	021-161-07	S32,T20N,R24E	BLM
15	021-161-07	S34,T20N,R24E	BLM
16	021-161-07	S36,T20N,R24E	BLM
17	021-302-95	S32,T20N,R25E	BLM
18	021-302-95	S34,T20N,R25E	BLM



Esri, NASA, NGA, USGS, FEMA, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Carson City District Office
5665 Morgan Mill Road
Carson City, Nevada 89701
Phone: 775-885-6000 Fax: 775-885-6147
<http://www.blm.gov/nevada>

Your Reference

City of Fernley Land Conveyance

OCT 31 2023

CERTIFIED MAIL 7022 0410 0001 5727 3689 – RETURN RECEIPT REQUESTED

DECISION

Benjamin Marchant :
City Manager - City of Fernley :
595 Silverlace Boulevard : Land Conveyance
Fernley, Nevada 89408 :

Contributed Funds Determined National Defense Authorization Act – Land Conveyance

Dear Mr. Marchant:

On January 21, 2020, the Bureau of Land Management (BLM) received a request, submitted by City of Fernley for conveyance of federal lands pursuant to Section 3009(c) of the National Defense Authorization Act of 2015 (NDAA), for uses consistent with the Recreation and Public Purposes Act of 1926 (R&PP), in the Fernley area, Lyon County, Nevada.

Pursuant to NDAA the BLM may request funds to process the conveyance. The funds will be used by the BLM to recover the full actual costs for project-related work. The method and procedures for payment of costs, in addition to a proposed Work Plan and Financial Plan are included in a required Cost Reimbursement Agreement, enclosed.

On June 10, 2020, the Contributed Funds Agreement was executed between the BLM and the City of Fernley, requesting an initial payment of \$21,000.00. To continue processing your request for the original eight parcels and prepatory work on the Phase 2 parcels requested by the City on August 29, 2023, we are requesting additional funding in the amount of **\$10,000.00**. Any funds remaining will be applied to work associated with the Fernley Conveyance Phase 2 conveyance. Please make your payment within 30 days of receipt of this letter.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1.

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN
CALIFORNIA*, NEVADA*, OREGON*
* PARTIAL

If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulations at 43 CFR 2801.10 or 43 CFR 2881.10 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed in this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions, please contact Terah Malsam, Realty Specialist, at (775) 885-6153, email tmalsam@blm.gov, or at the above address.



Kimberly D. Dow
District Manager
Carson City District Office

Enclosure

Ecc: Lydia Altick, Deputy City Manager, laltick@cityoffernley.org
Neal McIntyre, Mayor, City of Fernley, nemcintyre@cityoffernley.org

**COST REIMBURSEMENT AGREEMENT
BETWEEN
CITY OF FERNLEY
AND
THE BUREAU OF LAND MANAGEMENT
SIERRA FRONT FIELD OFFICE
NVN 093783**

I. AUTHORITY

A. Section 3009(c) of the National Defense Authorization Act of 2015 (NDAA).

II. PURPOSE

A. This Cost Reimbursement Agreement ("Agreement") between City of Fernley (City), and the Bureau of Land Management ("BLM"), establishes procedures to reimburse BLM for costs incurred in the processing of a land conveyance pursuant to NDAA. This project is located in Fernley, Nevada within Lyon County and within the Sierra Front Field Office.

III. GENERAL PROVISIONS

A. BLM agrees to process the land conveyance application to the extent funding under this Agreement permits. Processing may include, but is not limited to, the following: coordination, preparation, administration and approval of necessary environmental analyses. Preparation of the administrative record; resolving any protests, appeals and/or litigation that might result from the proposal; preparation of all decisions and authorizations resulting from those decisions; compliance checks of the site and preparation of documentation with follow up compliance if necessary, plat notation and data entry and any other necessary processing and monitoring actions consistent with the final determination.

B. The parties understand and agree that the purpose of this Agreement is limited to reimbursement of costs incurred by BLM and that it does not control any matter beyond the scope of this Agreement.

C. Applicant agrees to fund and utilize third party assistance contractors to expedite processing of the application. Third party assistance contractors may include, but are not limited to, cultural resource inventories, biological inventories and surveys, engineering and design surveys, clerical staff support, resource specialist reviews, and compliance inspectors.

D. BLM will advise Applicant of the nature and extent of all studies needed to process the land conveyance and BLM will have the opportunity to use studies prepared by Applicant's personnel and consultants wherever such studies meet BLM standards and the requirements of the law.

E. BLM will administer this Agreement and process the Application so as to avoid unnecessary employment of personnel, limit expenditure of funds, and make every reasonable effort to process the Application and make a decision concerning the Application in a timely and professional manner.

F. The designated points of contact with whom each party to this Agreement will communicate concerning any aspect of this Agreement are as follows:

D. BLM shall provide full justification of any disputed entry or cost item within 30 days of receipt of the objection or will delete the entry or cost item. If the City still objects to the entry or cost item, the City may submit an appeal to the State Director within 30 days of receipt of BLM's justification. The State Director's decision is the final administrative decision related to such entry or cost item.

E. Should BLM deny the Application, the City must reimburse BLM for all costs BLM incurred in processing the Application. If the City withdraws the Application, the City must reimburse BLM for processing costs incurred by BLM in closing its review of the Application.

VI. EFFECTIVE DATE

A. This Agreement shall be in effect upon the date of the last signed and executed by the duly authorized representatives. Unless terminated earlier, this Agreement remains for the life of the Project.

VII. TERMINATION

A. Either party to this Agreement may terminate this Agreement with 30-days written notice to the other party. However, termination of this Agreement does not waive the City's responsibility for payment of BLM costs incurred as provided in Sections IV and V of this Agreement.

XIII. OTHER PROVISIONS

A. Except as specifically provided in this Agreement, the City does not waive any administrative or jurisdictional rights it may otherwise have.

IX. SIGNATURES OF AGREEMENT

For Bureau of Land Management


(Signature)

Gregory L. Helseth
Acting Sierra Front Field Manager

6/25/2020

(Date)

For City of Fernley


(Signature)

~~David Whalen~~ Daphne Hooper
~~Public Works Director, City of Fernley~~
City Manager

6/10/2020

(Date)

Exhibit B
Financial Plan for City of Fernley

Cost Source	Cost Method	GS Grade	Estimated Hours	Estimated Costs
Realty Specialist	Hourly Billing	11	100	\$6,119.00
Land Law Examiner	Hourly Billing	7	8	\$334.64
P&EC (NEPA)	Hourly Billing	12	0	\$0.00
Assistant Field Manager	Hourly Billing	12	16	\$1,241.28
Field Manager	Hourly Billing	13	8	\$739.44
Fire and Fuels Management	Hourly Billing	11	4	\$244.76
Archaeologist	Hourly Billing	11	12	\$734.28
Botanist	Hourly Billing	11	0	\$0.00
Environmental Protection Specialist	Hourly Billing	11	0	\$0.00
Geologist	Hourly Billing	11	4	\$244.76
Hydrologist	Hourly Billing	11	0	\$0.00
Outdoor Recreation Planner	Hourly Billing	11	0	\$0.00
Rangeland Mgmt Specialist	Hourly Billing	11	8	\$489.52
Wild Horse and Burro Specialist	Hourly Billing	11	0	\$0.00
Wildlife Biologist	Hourly Billing	11	8	\$489.52
GIS Specialist	Hourly Billing	11	8	\$489.52
Cadastral Surveyor	Hourly Billing	11	0	\$0.00
Budget Analyst	Hourly Billing	11	4	\$244.76
Subtotal direct labor costs:				\$11,371.48

NSO and other offices labor costs. Change positions and grades accordingly.

Cost Source	Cost Method	GS Grade	Estimated Hours	Estimated Costs
Realty Specialist	Hourly Billing	11	0	\$0.00
Land Law Examiner	Hourly Billing	9	16	\$802.08
Public Affairs Specialist	Hourly Billing	12	8	\$620.64
Cadastral Surveyor	Hourly Billing	11	16	\$979.04
Subtotal direct labor costs:				\$2,401.76

Carson City District Labor Costs:	\$11,371.48
Carson City District Travel/Operating Costs:	\$0.00
Other Labor Costs:	\$2,401.76
Other Travel/Operating Costs:	\$0.00
Subtotal Direct Costs	\$13,773.24
Support Services Overhead Costs:	\$2,754.65
Indirect Rate Costs:	\$3,553.50
Total Estimated Costs:	\$20,081.38
Rounded to:	\$21,000.00



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

100-320-100

ACTION REQUESTED: Motion

AGENDA ITEM:

Possible Action to approve a Cannabis Cultivation license for International Service & Rebuilding, Inc.

AGENDA ITEM BRIEF:

Possible Action to approve a Cannabis Cultivation license for International Service & Rebuilding, Inc.

RECOMMENDED MOTION:

"I move to approve a Cannabis Cultivation license for International Service & Rebuilding, Inc."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

There are established medical and recreational marijuana license procedures in the City of Fernley. Applicants are required to obtain medical and recreation licenses from the Nevada Cannabis Board.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

City Clerk's Office collects marijuana license fees that are reported under the business license revenue in the General Fund.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

100-320-100

ACTION REQUESTED: Motion

AGENDA ITEM:

Possible Action to approve a Cannabis Production license for International Service & Rebuilding, Inc.

AGENDA ITEM BRIEF:

Possible Action to approve a Cannabis Production license for International Service & Rebuilding, Inc.

RECOMMENDED MOTION:

"I move to approve a Cannabis Production license for International Service & Rebuilding, Inc."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

There are established medical and recreational marijuana license procedures in the City of Fernley. Applicants are required to obtain medical and recreation licenses from the Nevada Cannabis Board.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FINANCIAL IMPLICATIONS:

City Clerk's Office collects marijuana license fees that are reported under the business license revenue in the General Fund.

ATTACHMENTS:

None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Aaron Mouritsen, City Attorney

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

(For Possible Action) First Reading of Bill # 341, amending Section 2.02.07 of the City of Fernley Municipal Code modifying the appointment of a City Manager in the long term absence of a City Manager.

AGENDA ITEM BRIEF:

Per the City Council's request to change "may" to "shall" in FMC 2.02.07

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

N/A

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

Revision to FMC 2.02.07 is pursuant to the City Council's request.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

FMC 2.02.07

FINANCIAL IMPLICATIONS:

ATTACHMENTS:

1. Bill #341 - City Manager
2. Bill #341 City Manager (redline)

Bill No. 341

CITY OF FERNLEY

ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 2, CHAPTER 2, SECTION .07 (TEMPORARY ABSENCE OR VACANCY; ACTING CITY MANAGER) OF THE FERNLEY MUNICIPAL CODE

Sec. 2.02.07. - Temporary absence or vacancy; acting city manager.

(a) In the event of a temporary absence by the manager, should the position exist, the deputy city manager shall automatically become the acting city manager. The city manager is obligated, if reasonably possible, to immediately notify the deputy city manager of said action. The city manager is obligated to give as much advance notice as possible of any planned absence to the deputy city manager.

(b) If the deputy city manager is unable to perform as the acting city manager, or the position does not exist, the city manager shall appoint an acting city manager during his or her absence.

(c) If the city manager is incapacitated to the point that he or she cannot make a temporary appointment, the mayor shall be empowered to appoint an acting city manager.

(d) If the city manager is absent due to a suspension or placed on administrative leave by the council, the mayor shall be empowered to appoint an acting city manager.

(e) During a vacancy of the city manager's position, the mayor with confirmation by council may appoint an acting city manager. The acting city manager shall exercise the full authority of the manager during the temporary absence or vacancy of the city manager's position.
(Ord. No. 2022-011, 11-16-2022)

Sec. 2.02.07. - Temporary absence or vacancy; acting city manager.

(a) In the event of a temporary absence by the manager, should the position exist, the deputy city manager shall automatically become the acting city manager. The city manager is obligated, if reasonably possible, to immediately notify the deputy city manager of said action. The city manager is obligated to give as much advance notice as possible of any planned absence to the deputy city manager.

(b) If the deputy city manager is unable to perform as the acting city manager, or the position does not exist, the city manager ~~may~~shall appoint an acting city manager during his or her absence.

(c) If the city manager is incapacitated to the point that he or she cannot make a temporary appointment, the mayor shall be empowered to appoint an acting city manager.

(d) If the city manager is absent due to a suspension or placed on administrative leave by the council, the mayor shall be empowered to appoint an acting city manager.

(e) During a vacancy of the city manager's position, the mayor with confirmation by council may appoint an acting city manager. The acting city manager shall exercise the full authority of the manager during the temporary absence or vacancy of the city manager's position.

(Ord. No. 2022-011, 11-16-2022)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: X No:

FUND/ACCOUNT:

100-610-322 (Professional Services
- Other)

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Consideration, discussion, and possible action to approve a contract with Kimley-Horn not to exceed \$119,615 for the preparation of the Southwest Fernley Area Plan.

AGENDA ITEM BRIEF:

The City of Fernley Planning Department solicited proposals from qualified planning consultants to create a new portion of the Comprehensive Master Plan known as the Southwest Fernley Area Plan. This plan is anticipated to provide a guide for the future development of the area with specific focus on issues such as transportation/traffic, land use and zoning, development standards, flooding and drainage, infrastructure, community services, parks and open space, financing, and implementation. Kimley-Horn was the consultant chosen by the selection committee to take on this task. The contract with Kimley-Horn requires City Council approval.

RECOMMENDED MOTION:

I move to approve a contract with Kimley-Horn not to exceed \$119,615 for the preparation of the Southwest Fernley Area Plan.

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 deny the contract with Kimley-Horn for the preparation of the Southwest Fernley Area Plan.

BACKGROUND:

The City's Comprehensive Master Plan identifies three Future Development Areas and limits the development of these areas until after an Area Plan is adopted for each. The Southwest Fernley Area Plan would cover the area generally located south of the Truckee Canal and west of US 95A.

The City is currently experiencing a surge of development with an increasing interest in the Future Development Areas. With over 11,000 acres, this area has the highest potential for future development. However, infrastructure, drainage, and transportation remain as some of the larger constraints that will need to be addressed. Also, the Truckee Canal and an identified flood zone create challenges for future development in this area if not addressed collectively. Major transportation routes are limited to US 95A/US50A, which currently has traffic issues and is controlled by the Nevada Department of Transportation (NDOT). New transportation routes, including secondary access over the Truckee Canal will need to be addressed cumulatively in order to adequately serve future development in this area. The area has a mix of flatter slopes and steeper slopes as you move west and further south. The airport and race track are located in the southern portion of this area, which could create the potential for additional employment and commercial uses. However, as outlined in both the Comprehensive Master Plan and the City's Development Code, an Area Plan must be in place before the City can allow any significant development in this area.

The work performed by Kimley-Horn would include data collection and analysis, community engagement, visioning and goal setting, development of the Area Plan, developing an implementation strategy, and ultimate plan adoption. The cost of this work is expected to be significantly lower than other consultants because Kimley-Horn will have already done most of the preliminary studies with the preparation of the North Fernley Area Plan.

The City Council has allocated money in the 2023-2024 budget to facilitate the creation of these needed Area Plans. It is anticipated that the Southwest Fernley Area Plan be completed and adopted around January 1, 2025.

Copies of the contract, Request for Proposals, and Kimley-Horn's submitted proposal are attached to this report for review.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Comprehensive Master Plan Section 3.5
City of Fernley Development Code Section 32.12.010(e)

FINANCIAL IMPLICATIONS:

Future economic development opportunities

ATTACHMENTS:

1. SW Area Contract (Signed by Kimley Horn)
2. RFP - Southwest Area Plan

CONTRACT

A Contract For Planning Consulting Services

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

and

Kimley-Horn
7900 Rancharrah Parkway, Suite 100
Reno, NV 89511

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

WHEREAS the services of Contractor are deemed to be both necessary and in the best interests of the City; and

WHEREAS the City desires to retain the services of Contractor on the terms and conditions set forth in this Contract;

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

1. **CONTRACT TERM.** This Contract shall be effective from the day it is approved by the City (November 15, 2023) and, subject to appropriation, shall remain in full force and effect until the services are completed unless terminated earlier pursuant to Section 6.
2. **CONTRACTOR'S SERVICES.**
 - A. **Description of Services.** Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.
 - B. **Performance Standards.** In performing the services set forth in this Contract, Contractor shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.
 - C. **Changes to Contractor's Services.** The City may, at any time, make changes to the services to be performed by Contractor under this Contract. If the change requested by the City causes an increase or decrease in the cost or time required

CONTRACT

A Contract For Planning Consulting Services

to perform any of the services required under this Contract, an equitable adjustment may be made in the compensation to be paid to Contractor.

- D. Cooperation with City.** Contractor agrees that its officers, associates, employees, and subcontractors will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

3. COMPENSATION AND TERMS OF PAYMENT.

- A. Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.

- B. Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.

- C. Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).

- 4. NOTICE.** All notices or other communications required or permitted to be given hereunder shall be deemed delivered: (i) when written notice is received by the party to whom it is directed, if delivered personally, by facsimile or by email; or (ii) three (3) days after deposit with the United States Post Office, if mailed by certified mail, return receipt requested, postage prepaid and addressed to the party to be notified. Notices shall be addressed as follows:

If to the City: Planning Director
 City of Fernley
 595 Silverlace Blvd.
 Fernley, NV 89408

If to Contractor: Kimley-Horn
 7900 Rancharra Parkway, Suite 100
 Reno, NV 89511

5. INSPECTION & AUDIT.

- A. Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of

CONTRACT

A Contract For Planning Consulting Services

Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

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

6. TERMINATION OR SUSPENSION.

- A. Suspension.** The City may suspend, without cause, the performance by Contractor under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to Contractor. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay Contractor the amount of compensation earned as of the effective date of the suspension.
- B. Termination Without Cause.** The City reserves the right to terminate this Contract without cause or default on the part of Contractor with ten (10) days' prior written notice to Contractor. In the event of termination, without cause or default, the City agrees to pay Contractor for the services performed before the date that notice of termination is received by Contractor.
- C. Termination for Non-Appropriation.** Contractor acknowledges that the City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability

CONTRACT

A Contract For Planning Consulting Services

to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, without prejudice or liability to the City, if funding is not appropriated or otherwise made available to support the continuation of this Contract in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

D. Default or Breach. A default or breach (an “Event of Default”) may be declared with or without termination. Each of the following shall constitute an Event of Default:

1. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
2. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
3. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.

E. For Cause Termination and Time to Correct. Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

1. Terminate this Contract, suspend payment of all pending invoices otherwise due to the Contractor hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Contractor any additional cost for completing this Contract;
2. Terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

CONTRACT

A Contract For Planning Consulting Services

3. Continue with the performance by the Contractor and serve within a reasonable time after completion of the Contract a notice of claim or dispute.

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

1. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
2. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
3. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
4. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
5. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).

7. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
8. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
9. **LIMITED LIABILITY.** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
10. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds,

CONTRACT

A Contract For Planning Consulting Services

or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

- 11. INDEMNIFICATION.** The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

The City does require the Contractor to indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor in the performance of the contract.

The City does not require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are based upon or arising out of the professional services of the Contractor. If the Contractor is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body, as reimbursement for the attorney's fees and costs incurred by the public body in defending the action, by the Contractor in an amount which is proportionate to the liability of the Contractor.

The City does require the Contractor to defend the public body and the employees, officers and agents of the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or the employees or agents of the Contractor which are not based upon or arising out of the professional services of the Contractor.

- 12. INDEPENDENT CONTRACTOR.** Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the

CONTRACT

A Contract For Planning Consulting Services

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

- 13. INSURANCE.** Unless expressly waived in writing by the City, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force during the entire term of this Contract those policies of insurance which have been agreed to by the parties as evidenced by the parties initials in the signature spaces provided below. The City shall have no liability except as specifically provided in this Contract. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the City. Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.



- A. Workers' Compensation and Employer's Liability Insurance.** Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract.

1. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627.
2. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer:

CONTRACT**A Contract For Planning Consulting Services**

- a. CONTACTOR NAME has entered into a contract with Owner to perform work from THE ____ DAY OF _____, 20__ to THE ____ DAY OF _____, 20__ and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

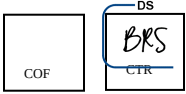
3. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that: (1) In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and (2) Contractor is otherwise in compliance with those terms, conditions, and provisions.
4. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Contractor is a sole proprietor and that:
- a. In accordance with the provisions of NRS 616B.659, Contractor has not elected to be included within the terms, conditions, and provisions of NRS chapters 616A to 616D, inclusive; and
- b. Contractor is otherwise in compliance with those terms, conditions and provisions.

**B. Commercial General Liability Insurance**

1. Minimum Limits required:
- | | |
|---------------------------|---|
| <u>\$1,000,000</u> | General Aggregate |
| <u>\$1,000,000</u> | Products & Completed Operations Aggregate |
| <u>\$1,000,000</u> | Personal and Advertising Injury |
| <u>\$1,000,000</u> | Each Occurrence |
2. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability

CONTRACT**A Contract For Planning Consulting Services**

assumed under an insured contract (including the tort liability of another assumed in a business contract).

**C. Business Automobile Liability Insurance**

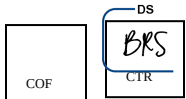
1. Minimum Limit required: **\$150,000** Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
2. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**D. Umbrella or Excess Liability Insurance**

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

**E. Commercial Crime Insurance**

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

**F. Performance Security**

1. Amount required: \$ 0
2. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
3. The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
4. Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

G. General Requirements.

1. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
2. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
3. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
4. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of

CONTRACT

A Contract For Planning Consulting Services

a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

5. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
6. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.

14. EVIDENCE OF INSURANCE. Prior to the start of any work, Contractor must provide the following documents to the City:

1. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
2. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
3. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
4. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other

CONTRACT

A Contract For Planning Consulting Services

remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.

- 15. FAILURE TO MAINTAIN REQUIRED COVERAGES.** If Contractor fails to carry the required insurance, the City may: (i) order Contractor to stop further performance of the Contract, and declare contractor in breach, terminate the Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Contractor or charge the replacement insurance costs back to Contractor.
- 16. COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. It is important to note:
- A. Contractor is required to obtain a City of Fernley business license prior to commencing work unless Contractor qualifies for an exception. Contractor is also required to provide a W-9 to the City's Finance Department.**
 - B. Contractor is required to research and determine if Contractor must comply with:**
 - 1. Buy America Requirements
 - 2. Prohibition against Boycott Israel provisions in NRS in Public Works contracts
 - 3. Prevailing Wage Requirements
 - 4. Apprenticeship Utilization Act

CONTRACT

A Contract For Planning Consulting Services

- 17. WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other default or breach.
- 18. SEVERABILITY.** If any portion, provision, or part of this Contract is held, determined, or adjudicated by any court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Contract, and such determination or adjudication shall not affect the validity or enforceability of such remaining portions, provisions, or parts.
- 19. ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.
- 20. PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing, the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark or copyright protection.
- 21. PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The City will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential," provided that Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any document that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

CONTRACT

A Contract For Planning Consulting Services

- 22. FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
- A.** Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B.** Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - C.** Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
- 23. LOBBYING.** The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence any of the following: (a) any federal, state, county or local agency, legislature, commission, council or board; (b) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or (c) any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 24. GENERAL WARRANTY.** Notwithstanding any provision herein to the contrary, with respect to the performance of professional services, Contractor shall exercise the same degree of care, skill, and diligence in the performance of professional services as is ordinarily possessed and exercised by a professional under similar circumstances.
- 25. PROPER AUTHORITY.** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

CONTRACT

A Contract For Planning Consulting Services

- 26. GOVERNING LAW; VENUE.** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appellable judgment rendered thereby in connection with this Contract.
- 27. INTEGRATED CONTRACT.** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital. In the event of any conflict between the terms hereof and the Contractor's terms and conditions, the terms of this Contract shall control and govern.
- 28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by electronic email, telephone, or facsimile. This Agreement may also be executed and delivered by any digital or electronic signature complying with the Electronic Signatures in Global and National Commerce Act and Nevada Revised Statutes 719.260, the terms and effect of which statutes are incorporated herein by this reference, including, without limitation, portable document format (.pdf). The parties agree that www.docuSign.com shall be an acceptable digital or electronic signature provider.
- 29. ADVICE OF COUNSEL.** Each party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this Contract or the meaning of it. Each party has undertaken such independent investigation and evaluation as it deems appropriate and is entering into this Contract in reliance on that and not in reliance on any advice, disclosure, representation or information provided by or expected from any other party or such party's attorneys. This is an agreement of settlement and compromise, made in recognition that the parties may have different, disputed or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its

CONTRACT

A Contract For Planning Consulting Services

understandings, information and contentions as to the facts, law, claims, duties, disclosures and conduct occurring before or during the entry into this Contract. No conduct, failure, misunderstanding or misinformation and no claim of fraud or fraudulent inducement occurring prior to or in connection with the execution hereof shall be a ground for rescission hereof or for recovery of damages, except as otherwise expressly provided herein.

- 30. MODIFICATION; NO WAIVER.** The provisions of this Contract, including this paragraph, may be modified or waived only in writing signed by both parties. No waiver with respect to any portion of this Contract shall apply to any other portion of the Contract, and a waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on a future occasion. No course of dealing by any party, and no failure, omission, delay, or forbearance by any party in exercising such party's rights or remedies shall be deemed a waiver of any such rights or remedies or a modification of this Contract.
- 31. INTERPRETATION OF AGREEMENT.** This Contract shall be construed without regard to the party or parties responsible for its preparation, and shall be deemed to have been prepared collectively by the parties. Any ambiguity or uncertainty arising herein shall not be interpreted or construed against any party hereto on the basis that a party prepared or drafted a particular provision of this Contract.
- 32. COOPERATION OF PARTIES.** The parties agree to cooperate to accomplish the purpose of this Contract and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Contract that are necessary and appropriate to give full force and effect to the terms and intent of this Contract.
- 33. NON-DISCRIMINATION.** In connection with the performance of work under this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

CONTRACT

A Contract For Planning Consulting Services

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

Dated: _____

CITY OF FERNLEY

Neal E McIntyre, Mayor

APPROVED AS TO FORM:

Dated: 10/19/2023

DocuSigned by:

Aaron Mountsen

Aaron Mountsen, City Attorney

ATTEST:

Kimberly Swanson, City Clerk

CONTRACT

A Contract For Planning Consulting Services

CONTRACTOR, being first duly sworn, deposes and says: That Kimley-Horn is the Contractor; that Brian Smalkoski has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Brian Smalkoski

TITLE: Principal-in-Charge

FIRM: Kimley-Horn

BUSINESS LICENSE #:

Address: 7740 North 16th Street, Suite 300

City: Phoenix State: AZ Zip Code: 85020

Telephone: 602-906-1100 Fax #: N/A

E-mail Address: brian.smalkoski@kimley-horn.com

DocuSigned by:

Brian Smalkoski
(Signature of Contractor)

DATED this 24th day of October, 2023.

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, in the year 20____, before me, _____ / Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

September 22, 2023

Proposal for
**Southwest Fernley
Area Plan**

prepared for:



prepared by:

Kimley»Horn
Expect More. Experience Better.





September 22, 2023
City of Fernley
Michele Rambo, AICP, Planning Director
595 Silver Lance Boulevard
Fernley, NV 89408

Kimley-Horn
7900 Rancharrah Parkway
Suite 100
Reno, NV 89511
www.kimley-horn.com

COVER LETTER

RE: PROPOSAL FOR SOUTHWEST FERNLEY AREA PLAN

Dear Ms. Rambo and Members of the Selection Committee:

Kimley-Horn appreciates the opportunity to partner with you in providing innovative and technically credible solutions to accommodate the City of Fernley's (City's) future growth. We appreciate the City's interest in developing the Southwest Fernley Area Plan, and we thank you for your time to consider our accompanying proposal. Our proposed team represents a comprehensive mix of national experience and local knowledge that will provide the City with a community-based planning approach, paired with a strategic implementation strategy that will achieve the vision and outcomes that we will jointly identify at the onset of this project.

We have established a comprehensive approach to develop the North Fernley Area Plan in conjunction with the Southwest Fernley Area Plan, which is detailed in our proposal. Our approach is responsive to the scope of work outline contained in the Request for Proposals (RFP) and is inclusive of strategies that we have found successful on similar work efforts around the country. This approach is based on an effective communication strategy with local stakeholders, elected officials, City staff, and the public. We have found that successful plans lead to successful outcomes only with this strong foundation of community communication and engagement. Working in partnership with the City, we will craft a comprehensive area plan for the Southwest Fernley area that will address the technical areas outlined in the RFP, including transportation and roadway improvements, floodplain mitigation, land uses and zoning, utility infrastructure, community services, and others. In addition to the area plan development, we will work with the City and local developers to craft an implementation strategy that will identify responsibilities and timelines to achieve the plan objectives.

Our team's key benefits to the City include the following:

Experience, Relationships, and Proven Success. Kimley-Horn has successfully partnered with the City beginning with developing and implementing the City's Transportation Master Plan to provide a variety of planning, engineering, and consulting services. We value this budding partnership, which is firmly rooted in our understanding of local conditions, as well as the City's vision for the rapidly developing community you serve. To build on those past successes, we have assembled a proven team led by **Project Manager Blake Young, AICP, Deputy Project Manager Devin Moore, P.E., PTOE, RSP_{2BI}, and Principal-in-Charge Brian Smalkoski, P.E., AICP, PTP, PTOE.**

Full-Service Firm. Kimley-Horn is partnering with the City to develop the North Fernley Area Plan. This work includes the Development Guidelines and Market Analysis which will cover the North, South, and Southwest Area Plans. **The ability to develop both Area Plans concurrently gives the City a consistent look and feel of deliverables while also having the ability to hold public meetings and outreach simultaneously.** This would give the City the opportunity to seamlessly shift ideas from one area plan to another. We have added supporting staff to help cover the additional workload and to ensure our original key personnel remain available to the City.

National Expertise and Perspective. Kimley-Horn's national planning practice has been providing land use planning, transportation/area planning studies, and urban design strategies for communities across the United States for decades. We do this through the lens of the development community as well as the public sector view. We connect our national experts – that work very closely with national development entities - with our local project managers to bring innovative ideas from around the country to local municipalities wishing to pursue new ideas. **Eric Bosman, AICP** will serve as **Senior Land Use Advisor** to Project Manager Blake Young, bringing a deep understanding of our national planning practice on a wide variety of completed development projects, comprehensive/area planning efforts, zoning amendments, and design guidelines.





Implementation Focus. Kimley-Horn is unique in the planning consultant world. About half of our planning and design business is in the private sector, with the remaining half in the public sector. What that means for the City is that we have an understanding of the private sector market that we will bring to the development of the Southwest Fernley Area Plan. Our plan will be realistic, and not pie-in-the-sky. We will work with the Fernley community to identify the needs and desires for the area and balance them with the realistic objectives of the private development market.

Our proven track record with the City's Transportation Master Plan and subsequent projects has shown that you can rely on us to look out for your best interests and those of your constituents and stakeholders, while reducing risk, consistently meeting deadlines and budgets, and delivering fully on our commitments. Like you, our clients from around the country have consistently come back for more services and we are happy to continue to serve the City. We pledge to continue the same level of service you have come to expect from Kimley-Horn. We are excited to serve as the City of Fernley's Planning partner for the City's Transportation Master Plan and North Fernley Area Plan, and would welcome the opportunity to bring our partnership and proven track record to determine the best path forward for the Southwest Fernley Area Plan. We have reviewed the agreement included with the RFP and look forward to negotiating a mutually acceptable contract based on our previous agreements with the City. Please contact Project Manager and Primary Contact Blake Young at 720.647.6163 or blake.young@kimley-horn.com or Deputy Project Manager Devin Moore at 775.683.7827 or devin.moore@kimley-horn.com with any questions about this proposal.

Sincerely,

Kimley-Horn

Blake Young, AICP

Project Manager/Primary Contact

Devin Moore, PE, PTOE, RSP_{2BI}

Deputy Project Manager

Brian Smalkowski, PE, AICP, PTP, PTOE

Vice President/Principal-in-Charge/Authorized Signer

PERSONS AUTHORIZED TO REPRESENT THE FIRM/TEAM



Blake Young, AICP

Project Manager/Primary Contact
1125 17th Street
Suite 1400
Denver, CO 80202
720.647.6163
blake.young@kimley-horn.com



Devin Moore, P.E., PTOE, RSP_{2BI}

Deputy Project Manager
6671 Las Vegas Boulevard South
Suite 320
Las Vegas, NV 89119
775.683.7827
devin.moore@kimley-horn.com



Brian Smalkowski, P.E., AICP, PTP, PTOE

Principal-in-Charge / QA/QC Manager
Vice President/Authorized Signer
7740 North 16th Street
Suite 300
Phoenix, AZ 85020
602.906.1100
brian.smalkoski@kimley-horn.com





TECHNICAL EXPERIENCE

Kimley-Horn has a hard-earned reputation for continually raising the bar, setting the industry standard, and turning our clients into enthusiastic fans. For more than 56 years, we have partnered with public-and private-sector clients across the country to craft growth and development plans that balance economic, environmental, and social values. Our planners, urban designers, landscape architects, and engineers develop insightful solutions to deliver practical results that consistently exceed our clients' expectations. The Kimley-Horn team has extensive experience bridging the gap between private developers, municipalities, and the vision of the community.

The projects below highlight our team's most recent experience in subarea plans, land use studies, corridor planning, and transportation master plans.

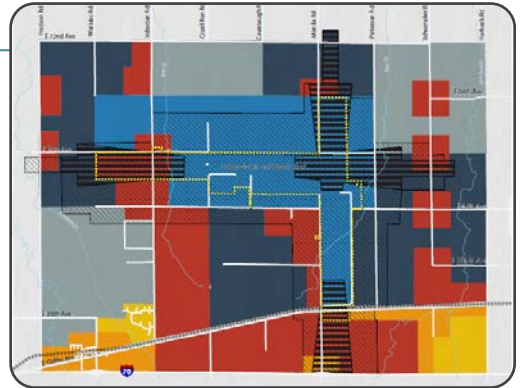
COLORADO AIR AND SPACE PORT (CASP) SUBAREA PLAN

Adams County, CO

Client: Adams County, Nick Eagleson, 720.523.6878, NEagleson@adcogov.org

Deliverables: <https://adcogov.org/documents/colorado-air-and-space-port-subarea-plan-final>

The CASP is located six miles from Denver International Airport (DEN), with regional connectivity provided by I-70, and is in proximity to the Union Pacific Railroad (UPRR) mainline. CASP is surrounded by multiple jurisdictions, including unincorporated Adams County, the City of Aurora, the Town of Bennett, and the City and County of Denver. Each of these jurisdictions play a key role in the development of CASP and will be integral to the success of the airport-related mixed-use employment area surrounding DEN, also referred to as the aerotropolis region. The CASP subarea is located 22 miles east of Downtown Denver in the Denver Metropolitan area, which is expected to grow by over one million people by 2050. I-70, just south of the subarea, connects the subarea to Denver, its western suburbs, the foothills communities and beyond to the West, and to the Midwest region to the east. The UPRR mainline links the subarea to 23 states in the western two-thirds of the United States, along with connecting with Canada's and Mexico's rail systems. Other municipalities and unincorporated areas within a 30-minute drive of the subarea include Watkins, Bennett, Strasburg, and Byers to the east and Commerce City, Lakewood, Arvada, Wheatridge, and Westminster, among others, to the west.



BANNING LEWIS RANCH MASTER PLAN

Colorado Springs, CO

Client: Confidential

The Banning Lewis Ranch is located at the corner of Marksheffel Road and Dublin Boulevard in Colorado Springs. The project consists of approximately 900 acres and includes a variety of land uses including single-family residential, multi-family, civic/public, and commercial. This plan delineates the land uses and proposed roadways to help visualize a high-level concept plan and development potential throughout the site to help guide the developer in the decision-making process.





CELINA DESIGN GUIDELINES

Celina, TX

Client: City of Celina, Madhuri Mohan, 972.544.7116, mmohan@celina-tx.gov

The purpose of these guidelines is to set forth a consistent standard of quality throughout the City of Celina that provides guidance in addition to the City of Celina's zoning regulations found in the Zoning Ordinance. The Design Guidelines will guide the physical development of residential and commercial projects and help to enforce a consistent design that remains true to the City's vision and character. This document is intended to guide the developer in determining the location, size, and design aspects to meaningful open space and gathering areas that improve the public realm throughout the city.



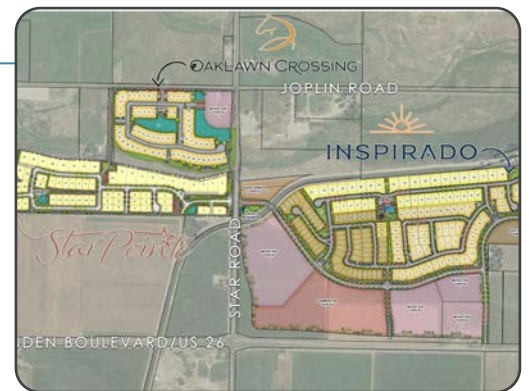
CRITERION LAND MANAGEMENT-INSPIRADO AND STARPOINTE

Star, ID

Client: Criterion Land Management, LLC, Randy@criterionland.com, +1 208.570.7575

Deliverables: <https://www.inspiradoidaho.com/>,
<https://www.starpointeidaho.com/>, <https://www.oaklawncrossing.com/>

Inspirado, Starpointe, and Oaklawn Crossing are three separate unique communities within the City of Star that represented an opportunity to take a holistic approach to the planning of almost 180 acres of mixed-use development located within the prime growth area of the City of Star. Having the ability to create compatible developments that took in the consideration of varying topography, access, and property sizes, all while ensuring a balance of housing types, mixture of uses, and a high-quality character, were a benefit to the developments themselves and the City of Star. The approval of an Annexation, Zoning, Development Agreement, Planned Unit Development, and Preliminary Plats took coordination with staff and key stakeholders to incorporate the key elements of both the Comprehensive Plan and the "South of the River" Subarea Plan which was being developed by the City for the area planned to be the future downtown of Star and its future supporting periphery. Kimley-Horn was proactive to incorporate elements from the Subarea Plan, to ensure compatibility, including the location of land uses, circulation, and regional pedestrian connectivity to help facilitate an active community core and support the future mix of uses. Throughout the process, Kimley-Horn provided conceptual site planning; due diligence coordination; entitlements; infrastructure assessment; zoning and rezoning; preliminary map plats, landscape plans, irrigation plans (on site and off site); and final engineering plans including final landscape plans, and drainage report. We also provided permit phase and construction phase services, irrigation pump design, cultural survey, lot fit analysis, transportation impact and mitigation analysis, and dry utility design and coordination

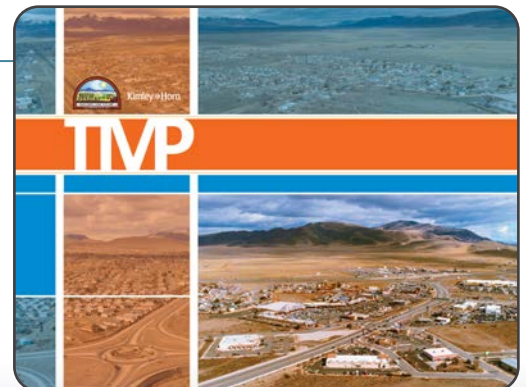


FERNLEY TRANSPORTATION MASTER PLAN (TMP)

Fernley, NV

Client: City of Fernley, jdoover@cityoffernley.org, 775.784.9919

Kimley-Horn prepared a TMP for the City that included a review of the existing and future conditions of the City's multimodal transportation network including roadways, parking, transit, bicycle, and pedestrian facilities with recommendations for enhancement. The effort included transportation network analysis in conjunction with development of a citywide traffic model or forecasting tool. The scope of services included public and stakeholder outreach, existing conditions inventory and gap analysis, complete street evaluation, analysis of future trends, defining funding strategies, and creating a final TMP report.





SCOPE OF SERVICES

Statement of Understanding:

Kimley-Horn understands the City's critical need for developing the Southwest Fernley Area Plan in an efficient and timely manner. The City's population is expected to double over the next 20 years, increasing the City's population to approximately 40,000. Additionally, the City's location about 35 minutes east of Reno/Sparks along I-80 and the UPRR corridor has generated significant interest for development, particularly in the manufacturing and distribution sectors. Local planning considerations include the development of a major rail facility that would function as an inland port, creating a significant increase in truck traffic along the I-80 and US-95 corridors.

Growth like this requires careful planning and execution. The Southwest Fernley area is ripe for development and the City is receiving an influx of interest from developers. However, as noted in the RFP and the City's Comprehensive Master Plan and Development Code, significant development in this area cannot be advanced until the Southwest Fernley Area Plan is completed.

With these factors in mind, we have tailored an efficient scope of work to collaboratively develop the City's North Fernley Area Plan (which our team recently awarded) and the Southwest Fernley Area Plan concurrently, building on the scope of work provided in the RFP and our experience gathered from similar projects around the country. The following approach is built around six key tasks:

- Project Management
- Existing Plan Review, Data Collection, and Market Analysis
- Vision/Goals Statement and Community Engagement
- Area Plan Development
- Implementation Strategy
- Plan Adoption Support

APPROACH AND METHODOLOGY

TASK 1: PROJECT MANAGEMENT

Our approach begins with our Project Manager. We believe that a strong consultant Project Manager sets the tone for the project with the project team, the client team, and the public. Blake Young, AICP will serve as our Project Manager and will be the primary point of contact with the City. Blake will be surrounded by a team of subject matter experts who will partner with him in our team's production efforts. Blake has managed multiple large-scale planning efforts and is well-known for his ability to collaborate with a team of experts that can partner with the City to achieve a successful project outcome. Blake will be supported by Deputy Project Manager Devin Moore, who will assure that all the knowledge, trust, and relationships built over the past years transfer successfully into this project. We will work with the City to schedule regular project meetings (bi-weekly or monthly) to discuss deliverables and any project-related needs. These meetings will ensure that consultant efforts are aligned with City expectations regarding progress of each task, direction of each task, and any required course corrections. Following the completion of the project kick-off meeting, Blake will organize a consultant team kick-off meeting to ensure project direction is transferred to all team members and protocols are set for internal coordination, communication, and other business practices.

INVOICING AND PROGRESS REPORTS

Our internal real-time effort application allows our project managers to monitor the progress of projects in real time so that "mid-course corrections" can be made as the needs of the project evolve. Throughout this project, we will provide you with:

- Ongoing communication including user-friendly invoices
- Bi-weekly/monthly calls with Kimley-Horn and City project manager

TASK 2: EXISTING PLAN REVIEW, DATA COLLECTION, AND MARKET ANALYSIS

PLAN AND POLICY REVIEW

Before developing a plan for the future, it is important to first assess what exists today. Building on our knowledge gained while authoring the TMP and Access Management Policy, we will review all relevant planning initiatives, land use plans, and existing City standards and policies. This review will set the stage for land use and transportation recommendations for the subarea.



BASEMAPPING AND POLICY MAPPING

We will develop a basemap for the project that will consistently allow for clear conveyance of geographic information for a variety of audiences, including City staff, elected officials, stakeholders, and the general public. After City approval of the basemap, we will use the City's geographic information systems (GIS) feature layers to comprehensively map relevant policy information, including land use, zoning, and any other policy-based districts by the City or others within the study area.

EXISTING CONDITIONS ANALYSIS

Kimley-Horn will inventory relevant existing conditions and log the information in a database for use by the study team and the City. This will include existing land use, zoning, housing characteristics, multimodal transportation features, environmental conditions, and demographic/socioeconomic data and trends in the Southwest Fernley area. This desktop review will be paired with an aerial imagery and windshield survey of current use and status of the study area. The goal of this process is to understand the area's existing land uses, zoning regulations, property status, ownership patterns, neighborhood stability, and development opportunities in relation to the City as a whole. This land use assessment and field survey will provide the context for the level of change anticipated to implement the future land use recommendations to achieve the City's vision and goals for the area. **Floodplain and Topography: Kimley-Horn will review and analyze the floodplain and slopes to create a map of "developable areas" to help guide the future land use decisions.**

MARKET STUDY (INCLUDED IN THE NORTH FERNLEY AREA PLAN)

As a foundational element of subarea planning, a market analysis will help assess development opportunities across office, retail and commercial, and residential land uses.

Market dynamics for the City will be compared with those for the Reno-Tahoe-Sparks metropolitan area CSA to better understand the area's strengths and weaknesses. These identified strengths and weaknesses will be used to better understand the real estate market potentials in the area and weigh them against competing goals and objectives, such as promoting integrated land use patterns, providing affordable housing, and enhancing economic development opportunities.

A key objective for our team will be to complete the Market Analysis provided in the Southwest Fernley Area Plan Scope and carry this forward to inform our analysis and decision-making in the Southwest Fernley Area Plan. **Creating this framework will help our team and the City to establish a streamlined effort to ensure the Southwest Area Plan is completed on schedule.**

TASK 3: VISIONING AND ENGAGEMENT

VISION/GOALS STATEMENT AND COMMUNITY ENGAGEMENT

Community values are at the heart of great community planning, defining the core purpose of how and why we choose to live and work together in a particular place and what hopes we have for the future. This planning effort is an important opportunity to affirm the community's values and incorporate them in the Southwest Fernley Area Plan that will guide future development. Our approach to public engagement is designed to be comprehensive and efficient, to make the most of the resources invested in this plan.

In the first phase of our community engagement, Kimley-Horn will partner with the City to identify an initial list of key stakeholders. We recognize that the stakeholders engaged in the North Fernley Area Plan are likely to be the same that we want to engage for this effort and the coordinated effort we propose will help streamline the community engagement process, better use everyone's time, and produce a superior result. Fernley's stakeholders will provide targeted feedback for the area plan's vision and goals. Wider public engagement will take place in three main phases: **Vision & Values Listening**; the **Southwest Fernley Area Plan Design Charrette**; and the **Community Conclusion**. Vision & Values Listening occurs at the start of the project and is an essential step in establishing the community values that will guide planning work and build trust for the phases that follow.





In the interest of efficient use of the City's resources, listening work will begin with a community-wide survey designed by the project team and disseminated by the City on social media, posters at Town Hall, and on an online survey/map platform. **This survey will be integrated with the Southwest Fernley Area Plan survey to help create a cohesive connection between the two Area Plans.** This survey will not only help formulate the vision and goals statement, it will also inform and guide the next phase of community engagement: the Southwest Fernley Area Plan Design Charrette. During the design charrette, we will invite key stakeholders to participate in designing a high-level bubble plan, which will fulfill the community's vision and goals statement.

The Charrette will be held concurrently with the North Fernley Area Plan Design Charrette to ensure land uses are distributed and allocated appropriately based on the Market Analysis while confirming that the community's needs are met. Charrettes are a quick and easy way to build consensus within the community because the initial plan design comes from the stakeholders themselves. Lastly, once the area plan is developed and refined, an updated survey will be provided to collect final community comments.

TASK 4: AREA PLAN DEVELOPMENT

For this plan to be successful, the City will need to partner with public, private, and community sectors to help strategically shape the physical character and design of this area. Land use strategy for the Southwest Fernley area will be based on an understanding of how decisions regarding the physical footprint of development affect topics, such as targeted growth, housing diversity, economic vitality, transportation options, infrastructure, and quality of life. This task will result in a market-feasible area plan that fulfills the vision and goals for the City while also being attractive to a wide range of developers.

COMMUNITY CONVERSATIONS

Our team will zero in on the dialogue surrounding vision and values, land use, and the overall future of the Southwest Fernley area. We expect a small set of planning principles to emerge from the conversations and input collected during the engagement efforts for the Southwest Fernley Area Plan as described in Task 3. These principles will blend the unique strengths and opportunities of the area and represent characteristics experienced by the people who live, work, and play in Fernley. The principles will provide a helpful structure in how the Southwest Fernley area is designed.



Open House for public engagement



Sketch from design charrette

FRAMEWORK MAP

Our team will utilize drawings from the design charrette and previous work done during the TMP to develop a framework map, which will consist of a preliminary transportation network. This network will provide a high-level outline for roadway, bike/pedestrian elements, and public transportation connections throughout the subarea. This framework will act as the bones for the vision of the site and will start to formulate block sizes, roadway classifications, designated open space, and stormwater management. Although Fernley is not currently served by transit, the framework plan will identify areas for future transit and park-and-ride opportunities. **The framework plan will also highlight any natural constraints such as floodplains and topography.**



FUTURE LAND USE MAP

The Future Land Use Map for the Southwest Fernley area will fill in the gaps of the Framework Map to communicate a well-organized and market-supportive allocation of land uses in the study area. These land uses may include various forms of residential, commercial and retail, open space, public facilities, and stormwater management facilities. We will work with City staff to create a customized set of land use classifications or character areas before creating a new future land use map.

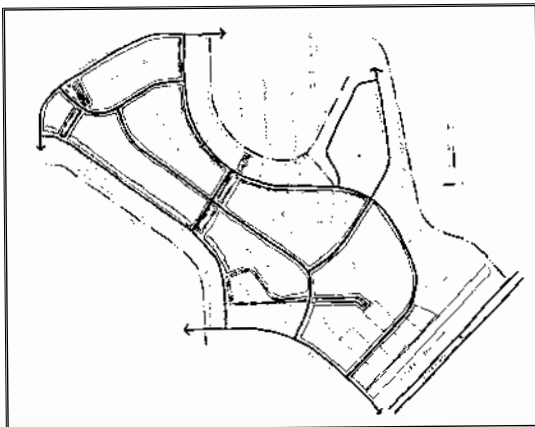
Together with the future land use policies, this step will help position the City to realize its desired land use vision and establish a standard for economic investment and community character.

An existing plan and policy review will provide a deep dive into the City's plans and policies that provide essential context into the discussion surrounding the Southwest Fernley area. This effort will include highlighting policy recommendations for vetting by staff, elected officials, and key stakeholders. As we work through subsequent tasks, we will collect potential policy options so they can be evaluated concurrently with the development of the future land use map. This process will allow potential policies to guide the development of land use considerations. For example, policy directives for investing at key crossroads or specific parcels within the study area will have specific effects on land use characteristics and the market absorption elsewhere in the City and surrounding areas. These policy statements will help ensure the Southwest Fernley Area Plan responds to current and projected conditions and community feedback.

DEVELOPMENT GUIDELINES (INCLUDED IN THE NORTH AREA PLAN)

The development guidelines our team will develop as part of the North Fernley Area plan will provide a consistent standard of quality throughout the City of Fernley that provides guidance in addition to the City's Development Code. These Design Guidelines will guide the physical development of residential, commercial, and industrial projects to enforce a consistent design that remains true to the developed vision and character established during the community engagement process. These guidelines are intended to guide the developer in determining the location, size, and design aspects of creating meaningful communities, open spaces, and gathering areas that improve the public realm throughout Fernley.

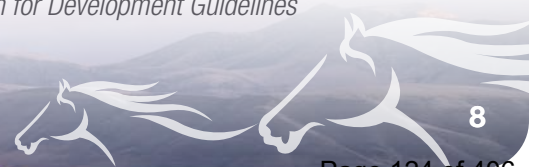
The City has a unique opportunity to not only set the stage for new development but to reestablish its brand. The Southwest Fernley Area Plan will pull from the initial Development Guidelines created within the North Fernley Area Plan's scope to create a cohesive look and feel throughout all land uses. Creative placemaking and quality urbanism starts with building upon the character of the community and providing accessible, sustainable, and innovative districts. Developers and project designers will be in a better position to design and build projects that reflect desired outcomes and community benefits if the intended vision and benefits are encoded in consistent policies and development standards, as opposed to when they are applied and negotiated on a case-by-case basis. The Development Guidelines are intended to serve as a foundation and resource for the City to establish the overarching vision, identify policy changes, and prioritize public investments that enable each area plan to occur according to the community's goals. **As our team creates the Development Guidelines, we will work with developers interested in Southwest Fernley to ensure that the development guidelines include a wide range of product types while also elevating concerns from the development community and residents alike.**



Preliminary Land Use Master Plan sketch



Conceptual site plan for Development Guidelines



TASK 5: IMPLEMENTATION STRATEGY

The heart of every successful planning initiative lies within a comprehensive and realistic implementation strategy. Kimley-Horn will work with the City to develop an implementation matrix and memo detailing strategies that similar municipalities have used. We will also provide additional options that may be available for the City to take advantage of. The implementation strategy starts with gaining consensus among elected officials, planning staff, and the community. This high-level summary will set the framework for next steps and action items for when development opportunities arise. **The Implementation Strategy will follow the same format as the Southwest Fernley Area Plan Implementation Strategy and will consider major infrastructure projects for both areas; however, the Southwest Fernley Area Plan matrix will be an independent matrix to ensure developers have a clear path forward for redevelopment within Southwest Fernley.**

Overall, the matrix will cover the following to ensure the Area Plan is development-ready:

- The responsibilities of City staff and elected officials
- Capital improvement priorities and timelines
- Case studies
- Potential funding sources
- Performance measures

TASK 6: PLAN ADOPTION SUPPORT

Kimley-Horn will support City staff in the review and adoption of the Southwest Fernley Area Plan. Our team will provide a compiled draft plan (adoption draft) and present it to City Senior Staff and provide time for review and comment. We will then make any necessary revisions to address City staff and planning team comments. Kimley-Horn will prepare a final draft for presentation and distribution to the Planning Commission, Mayor, and City Council. Following delivery of the final draft of the Southwest Fernley Area Plan and public notification by City staff, Kimley-Horn will support City staff and prepare for plan adoption.

Work Schedule/Proposed Timeline:

Kimley-Horn understands the urgency that the Southwest Fernley Area Plan is currently receiving from developers. To facilitate an expedited schedule (reference Fig 1. below), Kimley-Horn will organize a concurrent community engagement process with the North Fernley Area Plan. This community engagement process will include survey development, vision/goals setting, and the design charrette in order to make efficient use of the City's resources.

	2023	2024							
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Project Kick-Off									
Existing Conditions/Analysis									
Community Engagement Survey									
Develop Vision/Goals									
Design Charrette									
Scenario Development									
Refined Scenarios - Input from Community Survey									
Implementation Plan									
Adoption									

Figure 1. Schedule



Organization/Team Profile

We are excited about this opportunity and have brought together a team of discipline experts from our local and national offices to provide a comprehensive approach. As Project Manager, Blake Young brings a certified planner background and leads the team with extensive knowledge and years of expertise in land use planning, urban design, and design standards for both public- and private-sector clients. Devin, who will serve the City as Deputy Project Manager, brings over 13 years of experience in traffic engineering and transportation planning. Together, they will bring a holistic approach to the planning process, linking land use and urban design with transportation and infrastructure.

Along with Blake and Devin, we will be bringing in additional personnel to provide support throughout the process. Most notably, we have introduced Joseph Cuffari as our public engagement liaison to ensure the North Fernley Area Plan and Southwest Fernley Area Plan are well coordinated in addressing the community’s concerns and providing clear direction to our production team. We are planning for the Southwest Proposal to reflect the same team for the North Fernley Area Plan while expanding supporting services.

Our goal is to give the City full access to our planning and engineering staff to guarantee responsiveness and the highest quality of service Kimley-Horn can provide.

Qualifications of Key Personnel

The Kimley-Horn team organization chart is provided below in Figure 2, summarizing our team’s structure and individual roles and responsibilities for the project. We have included resumes on the following pages summarizing the experience and qualifications of our key personnel.

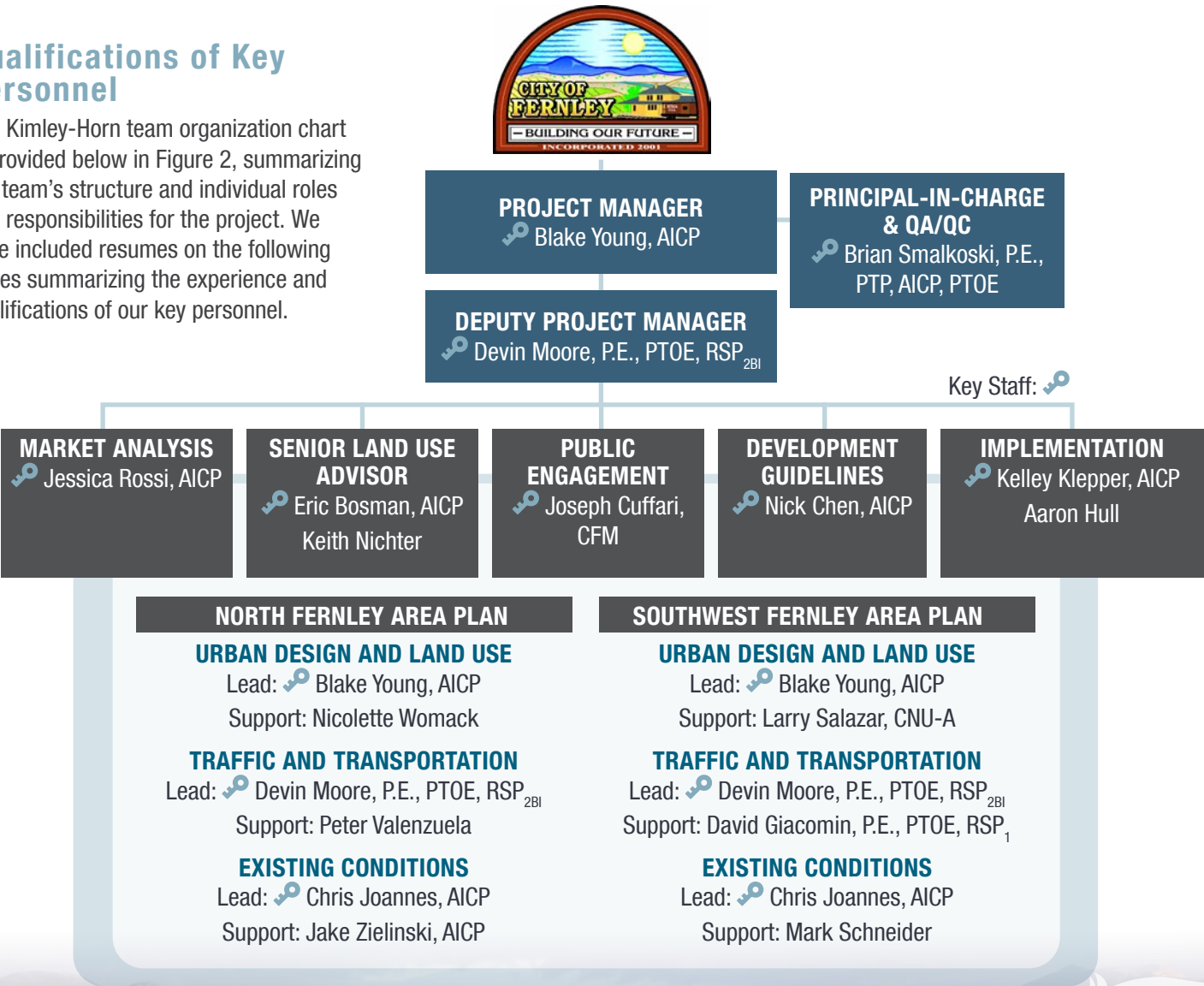


Figure 2. Organizational Chart





BLAKE YOUNG, AICP

Credentials

- B.S., Urban Planning, University of Cincinnati
- American Institute of Certified Planners (AICP #33686)
- American Planning Association, Member
- National Town Builders Association (NTBA), Member
- Congress for the New Urbanism (CNU), Member

Project Manager

Blake is an urban designer with more than seven years of experience in long-range planning, land use, urban design, station area planning, creative placemaking, and mobility planning. His experience encompasses subarea plans, comprehensive plans, development guidelines, Transit Oriented Development plans, downtown master plans, and mobility-focused corridor plans. He focuses on creating unique solutions for every project while linking reinvestment opportunities to public planning initiatives to promote market-feasible and sustainable growth. His experience with private-sector development groups gives him an inside look at how municipalities can incentivize and promote growth while remaining true to the vision set forth in previous planning initiatives. As Project Manager, Blake will serve as the City's primary point of contact on this project.

Project Experience

- Adams County, CASP Subarea Plan, Adams County, CO – Project Planner
- Durham-Orange Light Rail Transit Project (DOLRT), TOD Guidebook, Durham-Chapel Hill, NC – Urban Designer*
- City of Celina, Urban Guidelines Vision Book, Celina, TX – Project Planner / QA/QC
- Banning Lewis Ranch Master Plan, Colorado Springs, CO – Urban Designer
- City of Tucson, Grant Road Corridor Plan, Tucson AZ – Project Manager
- Town of Kiowa, Comprehensive Plan Update, Kiowa CO – Project Manager
- Sound Transit, Everett Link Extension, Everett, WA – Planning Lead
- Sandy City, Stadium Village Master Plan, Sandy UT – Urban Designer*
- City of Green River, Flaming Gorge Way Corridor Study, Green River, WY – Project Planner
- City and County of Denver, Neighborhood Planning Initiative Near Southeast Neighborhood Plan, Denver, CO – Project Planner
- City of St. Petersburg, SunRunner Rising Corridor Development Plan, St. Petersburg, FL – Urban Designer
- City of Heath, Heath Towne Center Overlay, Heath, TX – Urban Designer
- Gwinnett County, Bus Rapid Transit Corridor Study, Gwinnett County, GA – Planning Analyst
- Adams County, TransPort Colorado Land Use Development Plan, Aurora, CO – Urban Designer*
- City of Colorado Springs, Rocky Mountain Health Care Campus Master Plan, Colorado Springs, CO – Urban Designer*
- Fort Smith, Downtown Planning Initiative, Fort Smith, AR – Urban Designer*
- City and County of Denver, RiNo's Landing Master Plan and Feasibility Study, Denver CO – Urban Designer

* Prior to joining Kimley-Horn





DEVIN MOORE, P.E., PTOE, RSP_{2BI}

Credentials

- M.S., Civil Engineering, Texas A&M University
- B.S., Civil Engineering, Brigham Young University
- P.E. in NV (#022921), ID, IA, OR, UT, and WA
- Professional Traffic Operations Engineer (#3820)
- Road Safety Professional (RSP1 #25)
- RSP2I (#66)
- RSP2B (#5)
- Institute of Transportation Engineers (ITE), Member

Deputy Project Manager

Devin has 11 years of transportation safety, planning, and engineering experience. He is proficient in GIS, microsimulation, and current Highway Capacity Manual (HCM) methodologies for transit, pedestrian, and vehicle traffic. Devin is one of the few Road Safety Professionals certified in both behavioral and infrastructure. He has extensive experience with systemic safety projects as task leader and project manager for Local Road and Safety Action Plans, and he has widespread experience analyzing collision data, identifying safety issues on large roadway networks, working with diverse stakeholder groups, and developing systemic low-cost safety countermeasures. Devin has analyzed more than 39,800 miles of roadways, 53,300 intersections, and 13,300 curves for systemic safety improvements. He has also conducted numerous traffic impact analyses, transit studies, pedestrian analyses, mobility studies, and roundabout and corridor analyses. Devin has completed formal training on Road Safety Audits and the Highway Safety Manual Interactive Highway Safety Design Model (IHSDM). As Deputy Project Manager, Devin will work closely with Blake to coordinate plan tasks and assist with the management of the project.

Project Experience

- City of Fernley, Transportation Master Plan, Fernley, NV – Project Manager
- City of Fernley, Traffic Impact Participation Fee Study, Fernley, NV – Project Manager
- City of Fernley, Access Management Policy, NV – Project Manager
- City of Fernley, Red Rock Traffic Analysis and Cost Estimate, Fernley, NV – Project Manager
- City of Fernley, Miller Lane Traffic Analysis, Fernley, NV – Project Manager
- RTC Washoe, University of Nevada Reno (UNR) Area Transportation Study, Reno, NV – Project Engineer
- RTC Washoe, Complete Streets Master Plan, Reno/Sparks, NV – Project Engineer
- Carson City, South Carson Street Conceptual Complete Streets Study, Carson City, NV – Project Engineer
- RTC Washoe, ADA Self-Evaluation and Transition Plan, Reno/Sparks, NV – Project Engineer
- RTC Washoe, Kuenzli Street Project, Giroux Street to Wells Avenue, Reno, NV – Project Engineer
- Nevada Department of Transportation (NDOT), Inter-County and Regional Transit Plan, Various, NV – Project Engineer
- City of Carson City, ADA Transition Plan and Sidewalk Inventory, Carson City, NV – Project Engineer
- NDOT, Strategic Highway Safety Plan Implementation Support, Statewide, NV – Project Engineer
Spring, CO – Urban Designer*

* Prior to joining Kimley-Horn



BRIAN SMALKOSKI, P.E., AICP, PTP, PTOE

Credentials

- M.S., Civil Engineering, University of Minnesota
- B.A., Geology, University of Minnesota
- B.A., Management, University of Minnesota
- P.E. in NV (#02731), AZ, CO, ID, MI, MN, MT, NM, OR, UT, WA, and WI
- Professional Transportation Planner (PTP #83)
- AICP (#022815)
- PTOE (#2835)

Principal-In-Charge & QA/QC

Brian is a senior transportation planner and engineer bringing 25 years of experience developing transportation plans, evaluating and use and how it blends into transportation uses, and creating innovative community involvement programs to engage stakeholders in the planning process. His experience encompasses visioning and policy planning, comprehensive and master plans, economic analysis, parking, and traffic operations analysis and design. He has led TOD planning, traffic engineering and multimodal transportation planning, rail and aviation planning, travel demand modeling, and economic analysis projects around the country. As Principal-in-Charge and QA/QC Manager, Brian will be responsible for adhering to the City's quality standards and monitoring the quality of our performance on this contract.

Project Experience

- Arizona DOT, I-10 Ina Road Traffic Interchange (TI) to Ruthrauff Road TI Final Design, Tucson, AZ – Principal-in-Charge
- Minnesota DOT, I-35W North Corridor Managed Lane Environmental Assessment and Preliminary Design, Roseville, MN – Principal-in-Charger



ERIC BOSMAN, AICP

Credentials

- M.S., Architecture, University of Illinois, Urbana-Champaign
- M.S., Urban Planning, University of Illinois, Urbana-Champaign
- B.A., Architecture, Clemson University
- AICP (#016093)

Senior Land Use Advisor

Eric is an experienced urban designer, community planner, and transit planner. Over the last two decades, he has assisted communities, community improvement districts (CIDs), educational systems, and other organizations as a facilitator, planner, designer, and project manager. As a planner and urban designer, Eric has helped transform and revitalize communities throughout the United States. Many of his efforts combine community design, land use planning, market analysis, and transportation planning to create more vibrant, livable communities.

Project Experience

- City and County of Denver, Neighborhood Planning Initiative Near Southeast Neighborhood Plan, Denver, CO – Project Manager
- City of St. Petersburg, SunRunner Rising Corridor Development Plan, St. Petersburg, FL – Project Manager
- City of Hendersonville, Stop 30 Corridor Development Plan, Hendersonville, TN – Senior Land Use and Urban Design Advisor





KELLEY KLEPPER, AICP

Credentials

- M.A., Geography and Urban Planning, East Tennessee State University
- B.A., Psychology, East Tennessee State University
- AICP (#014572)

Implementation

Kelley has 31 years of planning experience, including a thorough knowledge of comprehensive planning, land use/zoning/overlay codes, corridor master plans, growth management, public policy, form-based codes, small/special area plans, transportation, development-related issues facing growing communities, and urban design. He has successfully worked with a variety of state, regional, and local governments in Tennessee, Kentucky, Florida, North Carolina, South Carolina, Georgia, Virginia, and California. In addition, he is experienced in coordinating and conducting public meetings, presentations, and charrettes.

Project Experience

- St. Lucie County, Airport Zoning Code Update, St. Lucie County, FL – Project Manager
- City of Monroe North Carolina, UDO, Monroe, NC – Project Manager
- Village of Palmetto Bay, Franjo Activity Center, Palmetto Bay, FL – Project Manager



DAVID GIACOMINI, P.E., PTOE, RSP₁

Credentials

- M.S., and B.S., Civil Engineering, University of Minnesota
- Professional Engineer in Nevada (#024367)
- Professional Traffic Operations Engineer (#4609)
- Road Safety Professional 1 (#270)
- American Society of Civil Engineers (ASCE)
- FHWA RSA Training

Traffic and Transportation

David is a transportation engineer with nine years of experience serving public- and private-sector clients in Washoe County and throughout Nevada. With a focus on transportation safety, David's project experience includes RSAs, LRSPs, traffic impact analyses, and facilitating Nevada's SHSP Critical Emphasis Area meetings. David has also worked on bicycle plans for counties across rural Nevada. He is skilled in GIS mapping, MatLab, and has experience with countermeasure evaluation and selection.

Project Experience

- RTC Washoe, Complete Streets Master Plan, Reno/Sparks, NV – Analyst
- RTC Washoe, UNR Area Transportation Study, Reno, NV – Project Engineer
- RTC Washoe, ITS Pilot Project and Center-to-Center Network project, Reno/Sparks, NV – Project Engineer
- RTC Washoe, ADA Self-Evaluation and Transition Plan Reno and Sparks, NV – Project Engineer
- NDOT, Wrong-Way Driver (WWD) Warning Systems Design, Statewide, NV – Project Engineer





JESSICA ROSSI, AICP

Credentials

- M.A., Community and Regional Planning, University of Rhode Island
- B.A., Environmental Studies and Political Science, Alfred University
- AICP (#164330)

Market Analysis

With more than 19 years of planning, real estate, and public engagement experience, Jessica brings a comprehensive perspective to all projects. She works on a wide variety of planning and economic development assignments for local governments and regional agencies. Additionally, developer and investor clients rely on Jessica's insight to determine demand for commercial and residential projects and to choose specific concepts to maximize economic development, marketability, and value. Her experience working with public- and private-sector interests is useful in creating innovative solutions to complex issues.

Project Experience

- City of Charlotte, Sugar Creek Road Corridors of Opportunity Playbook, Charlotte, NC – Project Manager
- City of Greenville, Realizing Laurens Road Transit-Oriented Development Study, Greenville, SC – Lead Economist
- City of Fort Worth, East Lancaster TOD Planning Study, Fort Worth, TX – Lead Economist



JOSEPH CUFFARI, CFM

Credentials

- B.A., Geography/GIS, University of Arizona
- Certified Floodplain Manager (#35616)

Public Engagement

With 12 years of expertise in construction, architecture, and engineering projects, Joseph is a highly experienced public involvement coordinator with a proven track record in coordinating public engagement activities for a local government agency. His extensive background encompasses strategic outreach planning, development of collateral and mailings, stakeholder coordination, public messaging, and serving as a point of contact for constituents. Additionally, Joseph possesses exceptional skills in translating complex engineering documents within public forums. Specializing in flood control, hydrology, water/wastewater, transportation, and capital improvement projects managed by local and State agencies, Joseph brings value knowledge to the team.

Project Experience

- City of Tucson Planning Department, Grant Road Transit Oriented Development, Tucson, AZ – Public Engagement Support
- City of Sedona, Uptown Parking Analysis and Alternatives, Sedona, AZ – Public Engagement Lead
- Paradise Valley, Townwide Stormwater Management Plan and Modeling Project, Town of Paradise Valley – Public Engagement Lead



**NICK** CHEN, AICP**Credentials**

- M.A., City Planning, University of Pennsylvania
- B.A., Geography, University of Nevada, Reno

Development Guidelines

Nick is a community planner and urban designer with experience engaging communities as a part of a wide range of planning efforts, from design and visioning to long-term strategic planning and General Plan work. His work includes developing General Plan policy, extensive community outreach to establish community vision, housing policy plans, public- and private sector specific plans, Transit Oriented Development (TOD)-related area plans, and extensive community outreach efforts. He has completed formal training in community outreach and facilitation with the International Association of Public Participation. Nick also provides ample experience managing multi-year, long-range planning efforts for cities and municipal clients.

Project Experience

- Costa Mesa 2021-2029 Housing Element Update, Costa Mesa, CA
- Orange 2021-2029 Housing Element Update, Orange, CA
- Chino 2021-2029 Housing Element Update, Chino, CA

**CHRIS** JOANNES, AICP**Credentials**

- M.A., Applied Science, Geographic Information Systems, Arizona State University
- B.S., Urban Planning, Arizona State University
- AICP (#029061)

Existing Conditions

Chris is a transportation planner with strengths in multimodal transportation planning, public engagement, and GIS. He has proven experience working with all levels of government ranging from municipalities and community organizations to regional metropolitan planning organizations (MPOs) and state agencies. Chris has 12 years of experience creating community-oriented plans with an emphasis on consensus building and clear, approachable public-facing deliverables. He is also a GIS specialist and data management expert who has developed quantitative alternatives analysis and project prioritization processes that build trust in recommended improvements.

Project Experience

- City of Tucson, Downtown Curb Lane Management Study, Tucson, AZ – Project Planner
- Pima County, Summerhaven Congestion Management Concepts Study, Summerhaven, AZ – Project Planner
- Navajo County, State Route 260 Corridor Study, Show Low, AZ – Project Manager





FAMILIARITY WITH FERNLEY COMPREHENSIVE MASTER PLAN, FERNLEY DEVELOPMENT CODE, AND NEVADA REVISED STATUTES

Fernley has been rapidly growing within the past ten years based on development within the City of Fernley and industrial development growth at the Tahoe Reno Industrial Center (TRIC) in Storey County. Fernley is in a transition period between a rural town and a developing city, which the Fernley Comprehensive Master Plan identifies, and the goal is to ease the transition while still maintaining the character of the town. Fernley began as an agriculture-focused city but has expanded far beyond that in recent years.

The Fernley Development Code has been updated to align with the goals of the Comprehensive Master Plan. Many of these goals include where to allow certain types of development in the future. The City would like to see existing farmland continue to be used for agricultural purposes, while also designating other areas for more intense development. Economic development remains a major goal for the City of Fernley, so continuing to designate areas for employment centers and opportunities will be of great importance for all future plans for the City. Fernley has seen the surrounding area expand with employment opportunities, leaving many of its residents to live there and commute out for work. There is opportunity to expand employment centers within the City of Fernley to allow more people to work and play where they live.

Where the Comprehensive Master Plan identifies overall goals for the entire city, the future area plans will be a great opportunity to focus on a smaller scale of different areas within Fernley to meet these goals in a more specific fashion. The Southwest Fernley Area is largely undeveloped and has large potential for future opportunities for various types of development. The hillside development standards laid out within the Fernley Development Code may require greater flexibility to allow for large-scale development in the Southwest Fernley Area. The City intends to limit development on slopes greater than 15% and any development in the Southwest Fernley Area should incorporate these mitigations.

The Comprehensive Master Plan shows 11 new multi-family residential housing projects constructed since 2006. Expansion of all types of housing can be a great opportunity for this area. Although the Southwest Fernley Area is currently zoned for parks and open space, general rural, and commercial, there is opportunity to use this area plan to allow for additional types of uses that may satisfy the needs for the City. To meet employment center goals, the commercial use zoning is important, but additional housing diversity can be beneficial in this area as well. Taking advantage of the parks zoning while allowing for residential development could create a living area that is sustainable and enjoyable to residents of Fernley.

Kimley-Horn has experience in Northern Nevada dating back 20 years and Deputy Project Manager Devin Moore was responsible for the development of the Fernley TMP. During our work on the TMP, we gained familiarity with the Fernley Comprehensive Master Plan and the City's Development Code. Upon recommendation from the TMP, Devin also led the development of an Impact Fee Participation Study and the Access Management Policy for the City. Our 20+ years in Northern Nevada have given us great familiarity with the Nevada Revised Statutes as well. We believe this experience will help guide our team in responding to the unique challenges this plan faces.





COST PROPOSAL

Kimley-Horn partners with agencies and municipalities to create plans to spur growth and development in their communities. Well-crafted plans strive to balance economic, environmental, and social values. Our team of planners, urban designers, landscape architects, and engineers will develop insightful solutions to deliver practical results that consistently exceed your expectations. We pride ourselves in providing high-quality deliverables incorporating cutting-edge design alternatives, which our clients have come to rely on and expect. Our team of professionals understands how the complexity of the scope of work for this project can influence the budget needed for each task.

The Southwest Fernley Area Plan is the second of three Area Plans outlined in the City's Comprehensive Master Plan. To create a cohesive look and feel throughout these Area Plans, our team will use the development guidelines and market analysis included in the North Fernley Area Plan scope to help guide the Southwest Fernley Area Plan. As development interests may shift throughout this process, our team will be able to make necessary adjustments to the North Fernley Area Plan as well as the Southwest Fernley Area Plan to ensure both plans are achieving the same vision and goals for the City of Fernley. As ideas and constraints formulate throughout the community engagement process, our team will be able to balance these across both Area Plans.

As shown in our cost proposal, with our team selected for the North Fernley Area Plan, we are able to create efficiencies that maximize the budget allocated for the Southwest Fernley Area Plan. Each meeting agenda, set of outreach materials, presentation, framework and land use map, guidance document, and plan report will build off the templates developed in the North Fernley Area Plan. The City of Fernley, partnering with our Kimley-Horn team, has a great opportunity to take advantage of the combined efforts reducing the need to recreate the templates and processes from the North Fernley Area Plan, set up for success for the future South Fernley Area Plan, and deliver a implementable plan for the Southwest Fernley Area.

	P0	P1	P2	P3	P4	P5	P6	P7	Total Hours	Labor Sub-Total
	Analyst				Professional		Senior/ Principal			
Task 1: Project Management										
Project Team Meetings / Coordination		5	5	5	10	5	5	5	40	\$6,475
Task 2: Existing Plan Review, Data Collection, and Market Analysis										
Plan and Policy Review		6	6	6	6				24	\$3,060
Basemapping and Policy Mapping		6	6	6					18	\$2,040
Existing Conditions Analysis	25	25	15		15			10	90	\$11,225
Task 3: Visioning and Engagement										
Vision / Values Listening Survey	15	15			15		5		50	\$6,450
Design Charrette				20	20	20			60	\$9,600
Community Conclusion	15	15			10	5			45	\$5,475
Task 4: Plan Development										
Community Conversations	10	4		4	4				22	\$2,480
Framework Map			30		30			5	65	\$9,650
Future Land Use Map		20	10	10	30	20		10	100	\$15,400
Development Guidelines		5	5	5	5	5		3	28	\$4,135
Task 5: Implementation Strategy										
Implementation Matrix	10		10		5	15	5	20	65	\$11,125
Task 6: Plan Adoption Support										
Review / Support Activities					30		20		50	\$9,300
Draft Area Plan Presentations					20		20	20	60	\$12,000
Revised / Final Area Plan			20		20				40	\$5,700
Total Labor Hours	75	101	107	56	220	70	55	73	757	\$114,115

Reimbursable Expenses	\$5,500
Sub-Total Expenses:	\$5,500

Labor Fee:	\$114,115
Expense Fee:	\$5,500
Total Fee:	\$119,615





DELIVERABLES

Project Deliverables include:

- Summary of Community Engagement Process and Feedback (hard copy and digital)
- Vision and Goals Statement (hard copy and digital)
- Existing Conditions Map and Summary (hard copy and digital)
- Land Use Plan (hard copy and digital)
 - Framework Plan
 - Final Land Use Plan
 - Development Summary to summarize acreages for each land use
 - Description of land use plan and fiscal impacts
- Design Guidelines (hard copy and digital) as previously prepared and summarized in the North Fernley Area Plan
- Implementation Strategy Matrix and Summary (hard copy and digital)
- Market Analysis Data (optional add-on service) as previously prepared and summarized in the North Fernley Area Plan (hard copy and digital)
- Digital working files (dwg, psd, ai., indd)





595 Silver Lace Blvd., Fernley, NV 89408
Office (775)784-9910
Email: mrambo@cityoffernley.org

REQUEST FOR PROPOSALS: SOUTHWEST FERNLEY AREA PLAN

I. GENERAL INFORMATION

A.) INTRODUCTION

The City of Fernley (City) is soliciting proposals from qualified planning consultants to create a new portion of the Comprehensive Master Plan known as the Southwest Fernley Area Plan. This plan is anticipated to provide a guide for the future development of the area with specific focus on issues such as transportation/traffic, land use and zoning, development standards, flooding and drainage, infrastructure, community services, parks and open space, financing, and implementation.

The consultant will work in close collaboration with the City's staff, elected officials, developers, and the community to develop a sustainable Area Plan reflecting a unified vision for the growth and development of north Fernley.

B.) BACKGROUND

The City of Fernley was incorporated in 2001. The current population is approximately 22,895 (2020) and is seeing continued growth due to its prime location on I-80 and Hwy 95. It is in Lyon County about 30 miles from the City of Reno and the City of Sparks. The City's leadership consists of a Mayor elected from the City at large and five council members elected from wards. The day to day operations of the City are managed by the City Manager. The Planning Director works under the direction of the Deputy City Manager. The selected consultant will work under the direction of the Planning Director.

The City's Comprehensive Master Plan identifies three Future Development Areas and limits the development of these areas until after an Area Plan is adopted for each. The Southwest Fernley Area Plan would cover the area generally located south of the Truckee Canal and west of US 95A as shown in the following exhibit.

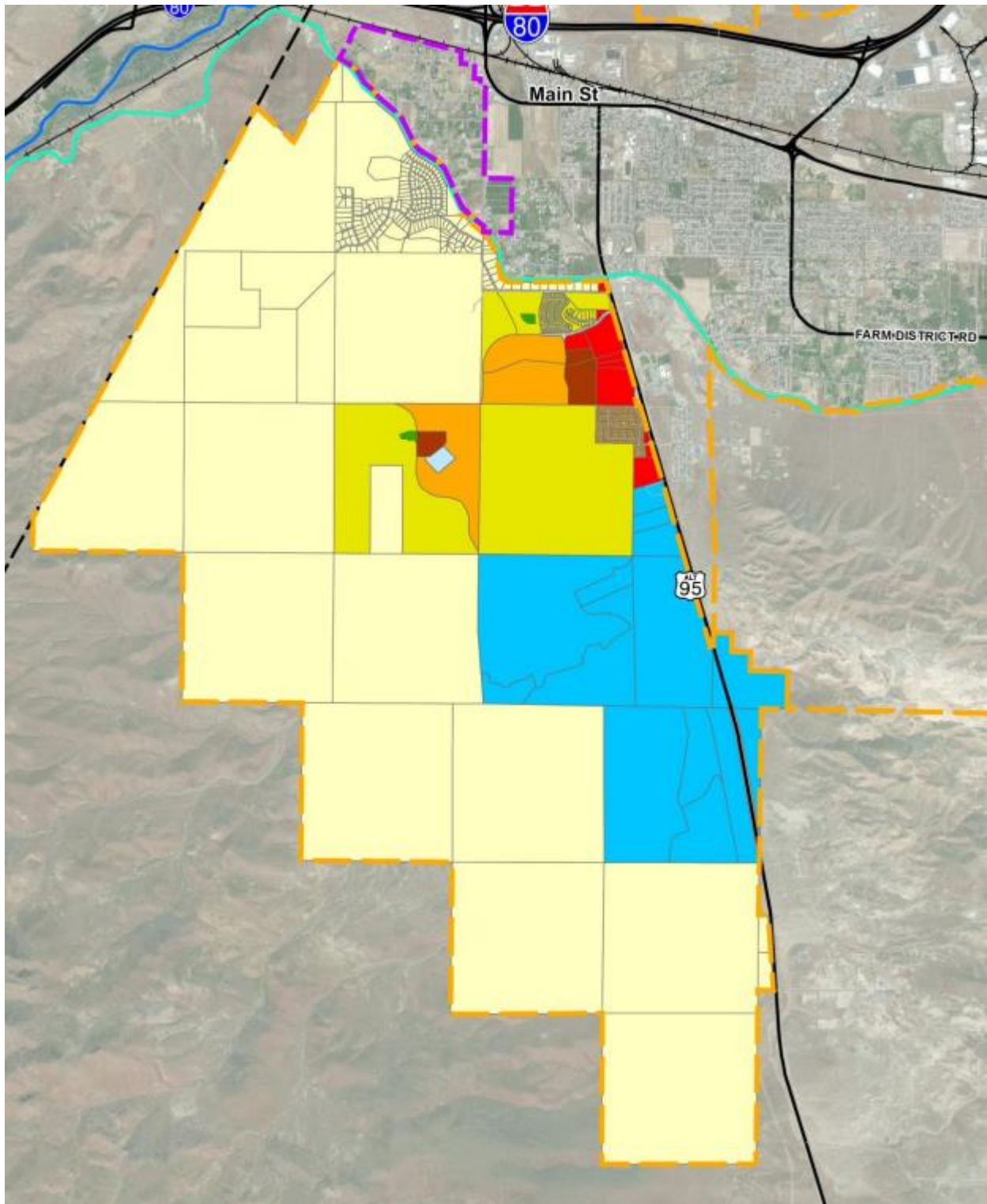


Exhibit 1 – Southwest Fernley Future Development Area

The City is currently experiencing a surge of development with an increasing interest in the Future Development Areas. With over 11,000 acres, this area has the highest potential for future development. However, infrastructure, drainage, and transportation remain as some of the larger constraints that will need to be addressed. Also, the Truckee Canal and an identified flood zone create challenges for future

development in this area if not addressed collectively. Major transportation routes are limited to US 95A/US50A, which currently has traffic issues and is controlled by the Nevada Department of Transportation (NDOT). New transportation routes, including secondary access over the Truckee Canal will need to be addressed cumulatively in order to adequately serve future development in this area. The area has a mix of flatter slopes and steeper slopes as you move west and further south. The airport and race track are located in the southern portion of this area, which could create the potential for additional employment and commercial uses. However, as outlined in both the Comprehensive Master Plan and the City's Development Code, an Area Plan must be in place before the City can allow any significant development in this area.

The City Council has allocated adequate funding in the 2023-2024 budget to facilitate the creation of these needed Area Plans.

C.) ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- | | |
|-------------------------------------|------------------------------------|
| • RFP Advertised | The week of September 4, 2023 |
| • Submittal Due Date | September 22, 2023 at 4:00PM (PST) |
| • Interviews (if needed) | October 2-6, 2023 |
| • Selection Evaluation | October 9-13, 2023 |
| • Contract Approval at City Council | November 15, 2023 |

D.) SCOPE OF WORK

Although City staff will finalize the scope of work with the selected party, the following is considered a minimum scope of work for the project. The City is open to suggestions other than those items listed below if accompanied by a clear and compelling explanation for the additional items.

- Data Collection and Analysis – The collection, review, and analysis of relevant data which may include, but is not limited to, demographic, socio-economic, environmental, and land use data. A market analysis will also be crucial to determine the best future development options.
- Community Engagement – Design and implement a comprehensive community engagement strategy that includes a diverse range of stakeholders, including potential developers and City residents.
- Visioning and Goal Setting – Work with the City and community to develop a shared vision for the future, along with associated goals and objectives.
- Plan Development – Develop an Area Plan document that includes at least the following:
 - Transportation and Traffic (Roadways, Bike and Pedestrian Connectivity, Future Transit Opportunities, Park and Ride Lots)
 - Land Use and Zoning
 - Development Standards
 - Flooding and Regional Drainage Facilities
 - Community Infrastructure (Water, Sewer, Wastewater, Reclaimed Water)

- Community Services (Police, Fire)
 - Parks and Open Space
 - Fiscal Impacts
- Implementation Strategy – Develop a clear and actionable implementation strategy that includes responsibilities, timelines, potential funding sources, and performance measures.
 - Plan Adoption – Assist the City with the plan adoption process, including presentations to the Planning Commission, City Council, and other key stakeholders.

II. SUBMITTAL INSTRUCTIONS

A. SUBMITTAL AND DUE DATE

Respondents shall provide two (2) hard copies plus one (1) electronic version (PDF format) of their submittal in a sealed envelope clearly marked: *“City of Fernley Southwest Fernley Area Plan RFP.”* Submittals must be received by 4:00PM on September 22, 2023.

Contact Information, by mail or in person:

Michele Rambo, AICP, Planning Director
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

Submittals shall be organized as specified in Article II.D, Submittal Contents. The City of Fernley assumes no responsibility for delayed or undelivered mail or express packages. Submittals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted submittals will be rejected as non-responsive.

B. INQUIRIES/SOLICITATION CHANGES OR PROTESTS

Questions concerning this RFP should be submitted in writing or via email to:

Michele Rambo, AICP, Planning Director
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408
Ph: (775) 784-9815
Email: mrambo@cityoffernley.org

A respondent may protest any aspect of this RFQ and may request a change to any provision, specification or term of this RFQ no later than seven (7) days prior to the date submittals are due. Any protest or request for change must be made in writing and addressed to the individual identified in this section. The City will not consider any solicitation protest or request for change that is submitted after this deadline.

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications for each submittal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all submittals; 4) cancel this RFQ at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any respondent based on the evaluation criteria set forth in this RFQ; 6) waive minor informalities contained in any submittal, when, in the City's sole judgement, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified respondent to perform the services described in this RFQ.

D. SUBMITTAL CONTENTS

Submittals shall be limited to no more than 30 pages, not including covers, divider pages, or resumes. Submittals should generally follow the format included herein and shall include, at a minimum, the items listed below. Incomplete proposals may be automatically rejected.

- Cover Letter
 - Summarize the firm's understanding of the Scope of Work
 - Name all persons authorized to represent the firm/team (including titles, addresses, telephone numbers, and email addresses)
- Technical Experience
 - Detail no fewer than three (3) example projects that best illustrate the firm's/team's ability to provide the requested services.
 - Explain how these assignments are similar to this request.
 - Provide client reference names, telephone numbers and email addresses.
 - If deliverables are available online to view, include the URLs.
- Scope of Services
 - Statement of Understanding
 - Statement(s) of Approach and Methodology (How the Scope of Work will be accomplished)
 - Work Schedule and/or Proposed Timeline
- Organization/Team Profile and Qualifications
- Qualifications of Key Personnel
- Statement of Familiarity with the Fernley Comprehensive Master Plan, Fernley Development Code, and Nevada Revised Statutes.
- Cost Proposal
 - A schedule of fees broken down by work task
 - Total estimated cost for work described in the RFP (not-to-exceed lump sum)
- Deliverables
 - List of anticipated deliverables including type (hard copy, digital, data, shapefiles, etc.)

E. PUBLIC RECORDS

All submittals submitted are the property of the City of Fernley, thus subject to disclosure pursuant to the public records law, as qualified by NRS 625. Accordingly, submittals received and opened shall not be available for public inspection until after City has awarded and executed a Contract. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Nevada Public Records Law.

F. COSTS

Respondents responding to this RFP do so at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review submittals received to determine whether each respondent meets the following minimum qualifications:

- Extensive experience in the field of urban planning, especially in the creation of comprehensive and/or area plans.
- Proven track record of successful community engagement.
- Understanding of the unique challenges and opportunities facing the City of Fernley.
- Ability to complete the project within the agreed-upon timeframe.
- Demonstrated capacity to work effectively with diverse stakeholders.
- Knowledge of all relevant planning law and regulations.

B. EVALUATION CRITERIA

Submittals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	Max Points
1) Experience in the type of work to be performed, including work in a City of similar size.	(20)
2) Qualifications and experience of the staff assigned by respondent to perform these services.	(20)

- | | |
|--|------|
| 3) Quality of submittal, including the proposed techniques and practices to provide the service needs. | (10) |
| 4) Familiarity with the City of Fernley Codes and Standards | (15) |
| 5) Distance from City. | (10) |
| 6) Availability and capability to perform the services described in the RFQ in a timely manner | (20) |
| 7) References. | (10) |
| 8) Interview | (10) |

Maximum Total Points	115
-----------------------------	------------

C. SELECTION

Upon review of the responses to this RFP, City staff will evaluate and prepare a short list of consultants to be interviewed. Following the interviews, a firm will be selected to enter into contract negotiations. If the City and the selected candidate are unable for any reason to negotiate a contract the City shall, in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate, may terminate the process, or may start over with the RFP process.

It is the desire of the City to have the Southwest Fernley Area Plan adopted and in place no later than November 30, 2024.

D. CONTRACT

The successful applicant shall be prepared to execute a contract with the City of Fernley. The City's standard contract has been included at the end of this RFP for review.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations. This solicitation is not an implied contract and may be modified or revoked without notice.

The City of Fernley is an Equal Opportunity/Affirmative Action Employer Women, Minorities, and Disabled Persons are encouraged to apply.

City of Fernley Standard Contract:

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

and

ABC Consulting
123 Main Street
Anywhere, NV 88888

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

WHEREAS, it is deemed that the services of **ABC Consulting**, (the “Contractor”) are both necessary and in the best interests of the City; and

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

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

2. **DEFINITIONS.**

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

3. **CONTRACT TERM.** This Contract shall be effective from the ____ day of _____, 20__, to the ____ day of _____, 20__, subject to appropriation.

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

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

Rich Designgood
ABC Consulting
123 Main Street
Anywhere, NV 88888

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

ATTACHMENT C: (fill in with description or list N/A)

ATTACHMENT D: (fill in with description or list N/A)

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

8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.

9. **INSPECTION & AUDIT.**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes. Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.
- c. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used under this Contract. The retention period runs from the date of payment for the relevant goods or services by the City, or from the date of termination of this Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a

period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.
- d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.
- e. **Winding Up Affairs Upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
 - i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;

- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
- iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
- v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

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

12. Attorneys' Fees, Costs, and Expenses. Unless otherwise stated herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.

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

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

15. INDEMNIFICATION.

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

B. The CONTRACTOR agrees to hold harmless, indemnify, and defend the City, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, caused by any negligent or intentional acts, errors or omissions, either direct or passive, on the part of the Contractor, its Subs, their employees, agents, or representatives, arising from the performance of work under this

Agreement. The collective group to be indemnified shall hereinafter be referred to as “Indemnitees.” If an “Indemnitees” is found to be liable in the proceeding, then Contractor’s obligation here under shall be limited to the proportional share of the liability attributed to the Contractor.

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

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

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

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

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

Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor’s insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is

required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance:

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

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

Commercial General Liability Insurance:

- 1) Minimum Limits required:

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

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

Business Automobile Liability Insurance:

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

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

☐☐

Professional Liability Insurance:

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

☐☐

Umbrella or Excess Liability Insurance:

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

☐☐

Commercial Crime Insurance:

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

☐☐

Performance Security:

- 1) Amount required: \$ **n/a**
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.
- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

- 1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Fernley, its officers, employees and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- 2) Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.

- 5) Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- 6) Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and
 - b. Currently rated by A.M. Best as "A- VII" or better.

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

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
- 3) Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

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

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

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

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

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

21. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.

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

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

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

- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any

relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING. The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following: Any federal, state, county or local agency, legislature, commission, counsel or board; Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

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

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

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

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

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

31. Advice of Counsel. Each Party hereto represents and agrees that it has had the opportunity to seek and has sought from attorneys any such advice as it deems appropriate with respect to signing this

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

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

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

34. Cooperation of Parties. The Parties agree to cooperate to accomplish the purpose of this Agreement and to execute any and all supplementary documents and to take all additional actions not inconsistent with the terms set forth in this Agreement that are necessary and appropriate to give full force and effect to the terms and intent of this Agreement.

35. NON-DISCRIMINATION. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

CITY MANAGER

City of Fernley
Lydia Altick
Telephone: 775-784-9900

LYDIA ALTICK

DATED this ____ day of _____, 20__.

CITY ATTORNEY

City of Fernley
Aaron Mouritsen
Telephone: 775-784-9860
Fax: 775-784-9868

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

AARON MOURITSEN

DATED this ____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Department: Planning

Michele Rambo, AICP, Planning Director

DATED this ____ day of _____, 20__.

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of _____, 20__, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

NEAL E. MCINTYRE, MAYOR

DATED this ____ day of _____, 20__.

ATTEST:

KIM SWANSON, City Clerk

DATED this ____ day of _____, 20__.

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

CONTRACTOR

BY: _____

TITLE: _____

FIRM: _____

BUSINESS LICENSE #: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ / Fax #: _____

E-mail Address: _____

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)

) ss

County of _____)

On this _____ day of _____, in the year 20__, before me, _____ / Notary Public, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Derek Starkey, City Engineer

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

America Rescue Plan Act (ARPA),
Transient Lodging Tax, Community
Development Block Grant, Federal
Appropriations

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action to approve the guaranteed maximum price for the construction of the first phase of the Community Response and Resource Center in an amount not to exceed \$17,935,872.00.

AGENDA ITEM BRIEF:

Staff is seeking City Council approval on the guaranteed maximum price for the first phase of the Community Response and Resource Center from CORE Construction.

RECOMMENDED MOTION:

I move to approve the guaranteed maximum price for construction of phase one of the Community Response and Resource Center from CORE Construction.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

City Council could choose not to approve the guaranteed maximum price and staff could work with CORE to value engineer the project to decrease the price or would have to start the bidding process over again. Staff

does not recommend choosing to not approve of the guaranteed maximum price.

BACKGROUND:

This staff report is presenting the final guaranteed maximum price, GMP, for the first phase of the Community Response and Resource Center. If the GMP is approved, staff will move forward with executing the contract for construction manager at risk services with CORE Construction at the next scheduled meeting of City Council.

The Community Response and Resource Center, CRRC, project design process started in 2021 with TSK Architects. Phase one of the project, also known as the Base Bid of the CRRC project, is an approximately 17,900 square foot building to be located at 695 East Main Street. In addition to constructing the CRRC building, phase one will construct improvements to Lois Lane, an additional parking lot for the CRRC, and a multipurpose event lawn to the south of the existing Train Depot. The CRRC building will include a multipurpose room, teen center, kitchen with a walk-in cooler, a walk-in freezer and dry storage, a youth game room, and four classroom spaces.

CORE Construction was selected by the City of Fernley through a request for qualifications that was advertised and completed in May of 2022. CORE was awarded a contract for preconstruction activities in an amount not to exceed \$94,500 by the City of Fernley on July 20, 2022. CORE has been working with the City of Fernley and the design team throughout the design of phase one and to come up with estimates for the cost of construction for the project.

The advantage of utilizing a construction manager at risk is to improve cost controls throughout the stages of project development and construction. A CMAR is able to develop a strong collaborative relationship with the architect and engineer during the design phase and through construction. They are able to assist with value engineering, cost estimating and constructability reviews during design phase of the project. Once design is complete, the CMAR will provide detailed cost estimates for the project to give the owner a better idea of budget and avoid unexpected costs at a typical bid opening where the contractors are not involved in design.

The project design was completed and CORE construction advertised the project for bid in accordance with the requirements of Nevada Revised Statutes starting in June and opened bids on September 20th. The City and CORE reviewed and finalized the GMP and a final GMP was issued by CORE on November 1st. Construction is scheduled to start in April of 2024.

The GMP came in lower than the estimate provided by CORE during the 50% construction document submittal. The 50% estimate for phase one was \$18,287,768. The 50% plans were presented and approved at the April 19, 2023 meeting of City Council.

PRIOR CITY COUNCIL ACTION

- On September 6, 2023, City Council approved \$3,577,592.80 in remaining ARPA funds that were allocated to sewer projects and other general services to Phase I of the Community Response and Resource Center.
- On April 6, 2023, City Council approved Resolution 23-001 to commit 5% local match for the Nevada Department of Transportation 2023 Transportation Alternatives Program Grant application for Multimodal transportation improvements required for the Community Response & Resource Center project. Council also approved Resolution 23-002 to commit unassigned fund balance that is in excess of 8.3% of General Fund expenditures less capital outlay for the purpose of funding the City of Fernley Community Response & Resource Center.
- On April 5, 2023, City Council directed staff to remove/relocate the Old School House building from the Fernley Depot property to make room for the Community Response & Resource Center project.

- On March, 15, 2023, City Council approved staff to apply for local, state, and federal grant funding requests and committed \$4,000,000 in City reserve funds for the construction of the Community Response & Resource Center.
 - On February 15, 2023, City Council approved the Community Response & Resource Center project Design Development Submittal.
 - On December 21, 2022, City Council approved the contract with Headway Transportation LLC to conduct a traffic study for the Community Response & Resource Center in the amount of \$22,000.00.
 - On November 2, 2022, City Council approved the revised re-scoping, floor, plan, schematic plan, and cost estimate of the Community Response & Resource Center. On October 5, 2022, City Council tabled the decision regarding the revised schematic design and cost estimates of the Community Response & Resource Center. Council directed staff to report back on November 2, 2022, and inform council about why the workgroup decisions were made regarding the revised schematic design. The council also appointed two council members to the CRRC workgroup to discuss layout options.
 - On October 5, 2022, City Council approved a contract between the City of Fernley and Resource Concepts, Inc. for environmental consulting services for the project in the amount of \$25,000.00.
 - On July 7, 2022, City Council approved the schematic design and cost estimate of the Community Response & Resource Center. The CRRC, as presented on July 7th, was a single story 56,000 gsf facility that consisted of two separate structures at a total base bid construction cost including breakout of \$38,491,547.00.
 - On July 7, 2022, City Council approved the Owner-Construction Manager At Risk Pre-Construction agreement between the City of Fernley and Core Construction in the amount of \$94,500.00.
 - On June 15, 2022, City Council approved the Lyon County and City of Fernley Subrecipient ARPA Agreement in the amount of \$300,000 for the construction of the Community Response & Resource Center. On April 14, 2022, at the Lyon County Board of Commissioners meeting, the CRRC Workgroup presented the project and requested ARPA funding. The Lyon County Board of Commissioners graciously awarded ARPA funds to the City of Fernley in the amount of \$350,000 for the CRRC project.
- On May 23, 2021, the Lyon County Board of Commissioners revisited their ARPA allocations and reduced the amount to \$300,000 for the CRRC project. The City is currently in the process of approving the funding agreement.
- On June 15, 2022, City Council approved the Letter of Intent to a lease agreement between the Boys & Girls Club of Truckee Meadows to operate and maintain sections of the Community Response & Resource Center once constructed. This is in part due to the leadership, and the Boys & Girls Club experience of operating and maintaining facilities and programs, including five Boys & Girls Club afterschool and summer programs, thirteen school sites, four early learning centers, and seven teen centers. Under this agreement, the Boys and Girls Club would operate the day-care, afterschool programming, kitchen, cafeteria, gym, and meeting rooms. The letter of intent is critical to a funding source, the Nevada ARPA Child Care Extension Grant for the construction of the Community Response & Resource Center.
 - On February 16, 2022, City Council approved the contract for the Owners Representative Construction Manager as Agent contract with Cumming Management Group. This contract is to ensure there is a person/company who represents the City and focuses on evaluating the project from the City's perspective beginning at the earliest stages of planning and continuing through occupancy. At the same meeting, the Council also approved staff to enter into contract negotiations with the selected CMAR for reconstruction services for the CRRC.
 - City Council approved the programming and services that will be in the CRRC on January 19, 2022. The programming and services in the CRRC must be ARPA eligible because the City is using ARPA monies to fund the project. Staff identified the following ARPA eligible services and programs needed in our community in response to the public health crisis that will be in the Community Response & Resource Center: COVID-19 testing and vaccination site, workforce development services/programming, education assistance services, afterschool programming, and early childhood education.
 - On October 20, 2021, City Council approved the contract with TSK Architects for the architectural engineering

services of the Community Response & Resource Center. The scope of work, among other items, included the Pre-Design Services/Concepts Update to determine the programming and services that will be housed in the CRRC and the completion of the final schematic design.

- On August 4, 2021, Fernley City Council approved the American Rescue Plan Act spending plan which \$12,000,000 for the development of a Community Response and Resource Center.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Revised Statutes 338 - Public Works

FINANCIAL IMPLICATIONS:

The design, construction, permitting, and administration of the project is estimated to cost over 21 million dollars. The project includes multiple funding sources including: ARPA funding from the City of Fernley and Lyon County, Community Development Block Grant Funding, Congressional Appropriations, and Transient Lodging Tax funding.

ATTACHMENTS:

1. DS Fernley CRRC Budget Update - November 2023
2. Fernley Community Response and Resource Center Site Plan and Elevations
3. 2.0_City of Fernley CRRC - CMAR GMP PROPOSAL w Ex A Final KH 11.03.23 Singed

FERNLEY COMMUNITY RESOURCE AND RESPONSE CENTER (CRRC)

Base Bid Scope of Work Only

11/1/2023

CORE FINAL GMP		Base Bid	TOTALS	Spend to Date	Balance to Finish	Notes
	Temporary Site/Building Requirements	\$ 380,284.00				
	Demo/Off-Site	\$ -				
	Site Work - Rough	\$ 2,450,928.00				
	Site Work - Finish	\$ 946,679.00				
	Structure	\$ 2,092,667.00				
	Building Enclosure	\$ 1,485,068.00				
	Interior Finishes	\$ 2,104,946.00				
	Specialties	\$ 169,085.00				
	Equipment	\$ 787,987.00				
	MEP Systems	\$ 3,312,470.00				
	Subtotal	\$ 13,730,114.00				
Contingencies						
	Contractor - 2.5%	\$ 343,253.00				
	Owner - 5%	\$ 686,506.00				
	Right Turn Decel Lane	\$ 100,000.00				
	Plan Check Comments	\$ 200,000.00				
	Subtotal	\$ 1,329,759.00				
General Conditions		\$ 1,555,997.00				
Insurance, Bonds & Builders Risk		\$ 605,323.00				
CMAR Fee - 4.15%		\$ 714,680.00				
50% CD Estimate Total			\$ 17,935,873.00			
CITY OF FERNLEY - CURRENT CONTRACTS						
	TSK Architects - Base AE Services & Direct	\$ 2,070,970.00				
	TSK Architects - Non-Baseline Fees	\$ 97,200.00				
	Cumming Group	\$ 757,240.00				
	CORE Precon Services	\$ 94,500.00				
	Headway Transportation	\$ 22,000.00				Incl Traffic Study, Deviation Letter, Meeting/Hearing T&M
	RCI Environmental Study	\$ 30,000.00				Environmental and Cultural Analysis
	Subtotal		\$ 3,071,910.00			
CITY OF FERNLEY - ESTIMATED SERVICES						
	Building Permit Fees	\$ 57,760.90				Estimate from City
	NLCFPD Permit Fee	\$ 22,000.00				Estimate from NLCFPD fee schedule
	2" Meter Irrigation	\$ 1,000.00				COF fee schedule
	2" Meter Domestic	\$ 1,000.00				COF fee schedule
	Utility Connection Fees	\$ 115,133.40				\$7210/ERC for 7.04 ERC Water \$5150/ERC for 12.5 ERC Sewer
	Conditional Use Permit Fee	\$ 3,600.00				Actual cost paid

Water and Sewer Modeling	\$	4,540.00	
Offsite Permit Fee	\$	3,600.00	
NVEnergy Design Initiation	\$	6,000.00	
NVEnergy Extension Agreement Cost	\$	14,693.00	
76 Station Access Agreement	\$	-	
Encroachment Permit w/ NDOT Right-of Way	\$	15,000.00	
Special Inspection Testing Agency	\$	169,690.00	
Subtotal			\$ 414,017.30
CURRENT PROJECTED COSTS			\$ 21,421,800.30

Actual cost paid
 Actual cost paid
 Actual cost paid
 Actual cost paid
 Alternative Approach TBD
 Placeholder to Confirm
 Final Scope of Services from Construction Materials Engineers

CITY OF FERNLEY - COMMITTED FUNDS

City ARPA	\$	12,000,000.00	
Transient Lodging Tax - City Contribution	\$	2,000,000.00	
Lyon County ARPA	\$	300,000.00	
CDBG Funding	\$	500,000.00	
Subtotal			\$ 14,800,000.00
CURRENT PROJECTED SHORTFALL - BASED ON COMMITTED			(\$6,621,800.30)

Notice to Proceed received August 2023

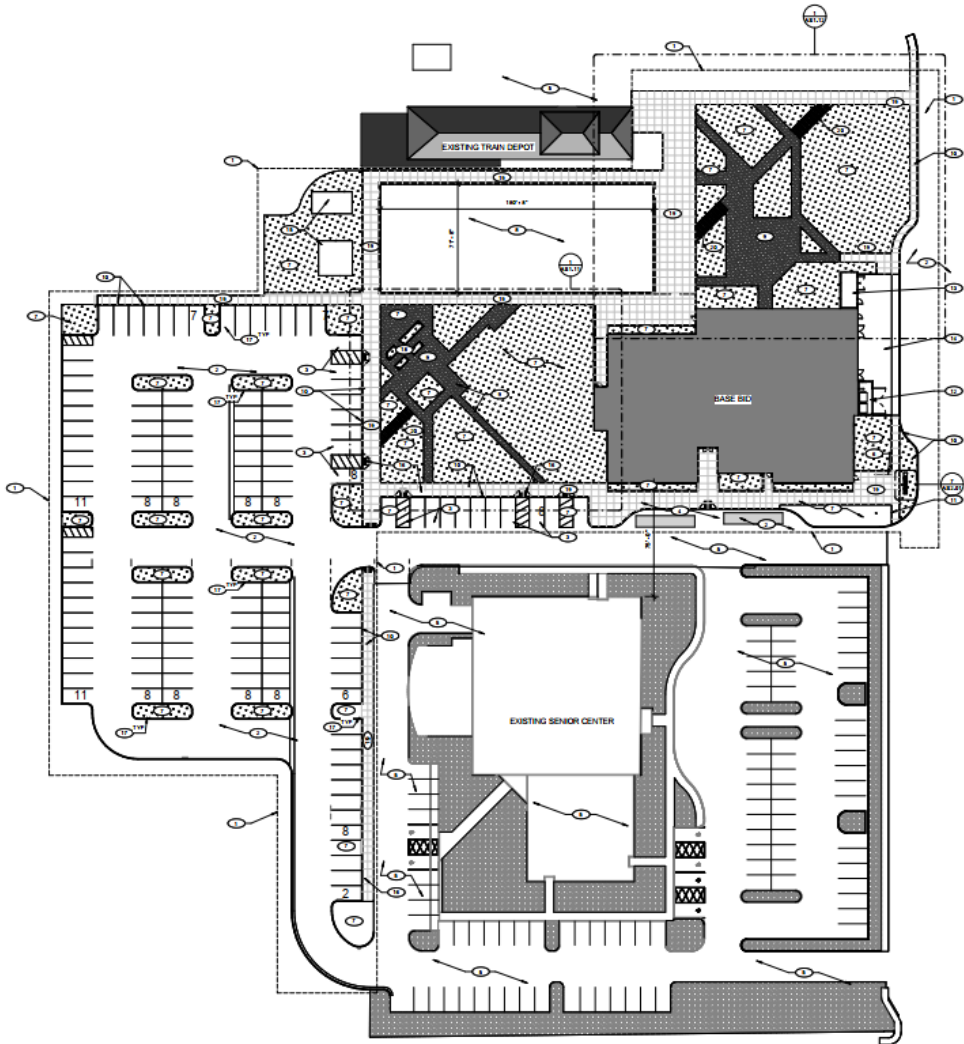
CITY OF FERNLEY - POTENTIAL FUNDING

Congressional Appropriations - Amodei	\$	2,000,000.00	
NDOT TAP Grant	\$	-	\$ 414,000.00
City of Fernley - ARPA fund transfer from sewer	\$	3,084,333.50	
City of Fernley - ARPA fund transfer from general	\$	493,259.50	
Unassigned TLT	\$	-	\$ 1,289,694.00
Other Donations	\$	-	
Subtotal			\$ 5,577,593.00
CURRENT PROJECTED SHORTFALL			(\$1,044,207.30)
CURRENT PROJECTED SHORTFALL - INCLUDES ARPA			(\$1,044,207.30)
CURRENT PROJECTED SHORTFALL - INCLUDES ARPA AND TLT			\$245,486.70
CURRENT PROJECTED SHORTFALL - INCLUDES ALL			\$659,486.70

Pending review and approval from Congress. Timing is unknown
 To be approved by NDOT
 Approved by Council 9/6/2023
 Approved by Council 9/6/2023
 Estimated to be available at end of 2024 per finance director, to be approved by Council
 City to pursue during capital campaign

Fernley Community Response and Resource Center Site Plan

TOTAL NUMBER OF PARKING SPACES	91
ACCESSIBLE PARKING SPACES	5-1 (8%)
NOTES: AN ADDITIONAL 18 SPACES (2 ADA) WOULD BE CONSTRUCTED FOR CENTER.	





PROJECT GOALS

COLORED FLOOR PLAN



PROJECT GOALS
SOUTH WEST VIEW



PROJECT GOALS
MULTIPURPOSE ROOM



CMAR GMP PROPOSAL

Project Identification

Project Name: City of Fernley Community Response and Resource Center
Project Address: Fernley, NV 89408 bound by East Main Street (north), Lois Lane (east),
Peppertree Lane (south), and a modular home community (west)

The CMAR GMP Proposal shall be submitted at the following location, date, and time:

City of Fernley, Nevada

595 Silverlace Blvd.

Fernley, NV 89408

(775) 784-9858

Date: November 3, 2023
Time: 4:00 PM (local time)

ARTICLE 1 GUARANTEED MAXIMUM PRICE

In accordance with the CMAR GMP Proposal Instructions and Exhibit A, which are attached and incorporated herein by this reference, The CMAR shall provide its Guaranteed Maximum Price (GMP) for the entire Work on the referenced Project:

1) Cost of the Work (excluding General Conditions)	\$14,635,436.00
2) CMAR’s General Conditions	\$1,555,997.00
3) CMAR’s Fee	\$714,680.00
4) CMAR’s Contingency	\$343,253.00
5) Owner’s Contingency	\$686,506.00
6) Total Guaranteed Maximum Price	\$17,935,872.00

ARTICLE 2 SPLIT OF POTENTIAL SAVINGS

	Owner	CMAR
Percentage Split of Cost of Work Savings	90%	10%
Percentage Split of CMAR’s Contingency Savings	90%	10%
Percentage Split of unused Owner’s Contingency	100%	0%
Percentage Split of unused Allowance (when applicable)	100%	0%

ARTICLE 3 CONTRACT TIME

Contract Time: 545 Calendar Days

ARTICLE 4 LIQUIDATED DAMAGES

Liquidated Damages: \$500.00

ARTICLE 5 ADDENDA ACKNOWLEDGEMENT

Receipt of the following addenda acknowledged:

Addenda Numbered: A dated 09/08/2023; B dated 09/13/2023

ARTICLE 6 GMP PROPOSAL AFFIRMATION

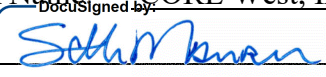
In accordance with the Contract Documents as defined in Article 2 of the Owner-CMAR Pre-Construction Agreement, and the CMAR GMP Proposal Instructions, and the drawings and specifications for the Project, the undersigned CMAR, being duly licensed to perform such work by the Nevada State Contractor's Board, and being thoroughly familiar with all local conditions affecting the cost of the Project, having carefully examined the site, the Contract Documents, drawings, specifications, and any addenda thereto, the CMAR proposes to provide, and to furnish for the costs set forth in Article 1 (Guaranteed Maximum Price), all labor and material, tools, utilities, transportation, equipment, and services required to perform and to complete in a workmanlike manner, all of the Work from the date of the Notice to Proceed, within the established Contract Time, subject to liquidated damages for any excess calendar days as established under Article 3 (Contract Time).

By affixing his signature, the CMAR certifies that this GMP Proposal is submitted in accordance with all of the provisions contained in the CMAR GMP Proposal Instructions, which shall be deemed applicable to the guaranteed maximum price proposed herein.

CMAR SIGNATURE

Construction Manager at Risk

Firm Name: CORE West, Inc

By: 

Print: Seth Maurer

Title: President

Date: November 3rd 2023

ARTICLE 7 SUBCONTRACTOR LIST

In accordance with the CMAR GMP Proposal Instructions, the CMAR must submit a list including the name of each subcontractor for which the estimated value is at least 1% of the total cost of the public work or \$50,000, whichever is greater, and the number of the license issued to the subcontractor, pursuant to Nevada Revised Statutes Chapter 624.

The CMAR shall also list any portion of the work for which the estimated value is least 1% of the total cost of the public work or \$50,000, whichever is greater, that the CMAR intends to self-perform.

SUBCONTRACTOR LIST

<u>Description of Work</u>	<u>Subcontractor</u>	<u>License No.</u>
<u>General Requirements</u>	<u>CORE West Inc.</u>	<u>6144A</u>
<u>Earthwork, Utilities, Paving</u>	<u>Aspen Developers Corp.</u>	<u>55758</u>
<u>Landscaping & Irrigation</u>	<u>Legends Landscaping</u>	<u>34452</u>
<u>Site Concrete</u>	<u>Morgan Construction Inc.</u>	<u>48012B</u>
<u>Structural Concrete</u>	<u>NV Concrete and Construction Inc.</u>	<u>73933</u>
<u>Masonry</u>	<u>Kemper & Sons Masonry, Inc.</u>	<u>80356</u>
<u>Structural Steel & Misc. Metals</u>	<u>Corona Steel, Inc.</u>	<u>85569</u>
<u>Membrane Roofing</u>	<u>Commercial Roofers, Inc.</u>	<u>44534</u>
<u>Membrane Roofing</u>	<u>D & D Roofing and Sheetmetal Inc.</u>	<u>54763</u>
<u>Metal Roofing & Wall Panels</u>	<u>Alpine Roofing Co., Inc.</u>	<u>17484</u>
<u>Aluminum, Glass & Glazing</u>	<u>Capital Glass, Inc.</u>	<u>10139</u>
<u>Framing, Drywall, A.C.T</u>	<u>Western Partitions, Inc.</u>	<u>80775</u>
<u>Painting & Wallcoverings</u>	<u>Custom Painting & Decorating Inc.</u>	<u>31414</u>
<u>Kitchen Equipment</u>	<u>Restaurant and Store Equipment (RESCO)</u>	<u>10109</u>
<u>Plumbing Systems</u>	<u>High Desert Plumbing LLC (dba Johnson Plumbing)</u>	<u>70119</u>
<u>HVAC Systems</u>	<u>Mt. Rose Heating & Air Conditioning</u>	<u>32146</u>
<u>Electrical</u>	<u>Triumph Electric</u>	<u>67820</u>
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

CMAR GMP PROPOSAL INSTRUCTIONS

SECTION 1 DEFINITIONS

- 1.1 CMAR: The firm or organization submitting a GMP Proposal to the City of Fernley, Nevada in response to a GMP Request for Proposals. The term CMAR means the Construction Manager at Risk or his authorized representatives.
- 1.2 Work: The term Work includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, utility connections, provisions for safety, and all incidental and other things necessary to produce the finished construction as described by the 100% Construction Documents.
- 1.3 GMP Delivery Date: The day established in the CMAR GMP Proposal Form for the submission of the proposal to the City of Fernley, Nevada.
- 1.4 GMP Delivery Time: The time established in the CMAR GMP Proposal Form for the submission of the proposal to the City of Fernley, Nevada.
- 1.5 Contract Documents: The CMAR shall base the Guaranteed Maximum Price upon the Contract Documents, including, the CMAR Fee Proposal, the CMAR GMP Proposal, the Owner-CMAR Construction Agreement, the Performance and Payment Bonds, the CMAR General Conditions of the Contract, the Supplemental General Conditions, the 100% Construction Documents (Drawings and Specifications), the Wage Scales, the Addenda, and these CMAR GMP Proposal Instructions.
- 1.6 Owner: The Owner is the Agency listed in the CMAR Request for Proposals, and shall include his authorized representatives.
- 1.7 Architect: The Architect is the person or organization identified as such in the CMAR Request for Proposals, and shall include his authorized representatives.
- 1.8 Joint Venture GMP: A GMP submitted by two or more contractors who propose to perform the work jointly.
- 1.9 CMAR Acknowledgement: The CMAR acknowledges that the GMP Proposal is based on the Contract Documents listed in the Owner-CMAR Construction Agreement.
- 1.10 Owner's Contingency: The Owner's Contingency belongs solely to the Owner for the purpose of being allocated towards stipulated additional work (as itemized in an executed Change Order). Any portion of the Owner's Contingency that remains when the Work is completed belongs to the Owner.
- 1.11 CMAR's Contingency: The CMAR's Contingency is an approved amount that may be utilized by the CMAR, at his discretion to cover the Cost of the Work described in the Contract Documents (Cost of the Work defined in Section 7.5.1 of the CMAR General Conditions) and/or to cover the cost of the CMAR's General Conditions (defined in Section 7.5.2 of the CMAR General Conditions) subject to the limitations in Section 7.5.4 of the CMAR General Conditions.
- 1.12 Owner Oversight of CMAR Bidding Procedures: The CMAR acknowledges all of the requirements of Section 3.17 of the CMAR General Conditions of the Contract (Owner Oversight of CMAR Bidding Procedures), the requirements of Nevada Revised Statutes Sections 338.16991 and 338.16995, and the requirements of Nevada Administrative Code Section 338.
- 1.13 First Tier Subcontractor: A person or organization who has a direct contract with the prime contractor to perform any of the Work.

SECTION 2 QUALIFICATIONS OF CMAR AND SUBCONTRACTORS

- 2.1 The CMAR shall be properly licensed by the Nevada State Contractors Board.
- 2.2 The CMAR shall ensure that all sub-bids utilized in preparing his GMP Proposal have been obtained from subcontractors who are properly qualified to perform their portion of the Work pursuant to Nevada Revised Statutes Sections 338.16991 thru 338.16995. A subcontractor named by the CMAR who is not properly qualified for that portion of the work shall be deemed to be unacceptable. No additional compensation shall be paid to the CMAR if the CMAR must substitute a qualified subcontractor for an unqualified subcontractor. See CMAR General Conditions Section 3.17 (CMAR Bidding Procedures).
- 2.3 Any CMAR proposing to submit a Joint Venture proposal shall obtain the written approval of the Nevada State Contractors Board prior to submitting such a proposal.
- 2.4 The CMAR shall demonstrate to the satisfaction of the Owner that he has adequate previous experience in any work that he intends to self-perform and shall also provide evidence that his proposed cost for such work is lower than the other bids received for that work.
- 2.5 Prior to receiving or accepting any payment, each subcontractor must have a valid Nevada business license, pursuant to Nevada Revised Statutes Section 338.072.

SECTION 3 PREPARATION OF GMP PROPOSAL

- 3.1 The CMAR is solely responsible for the proper, complete, and accurate preparation of his GMP Proposal. The failure of the CMAR to comply with these CMAR GMP Proposal Instructions or with the requirements of the other Contract Documents may result in the rejection of the GMP Proposal by the Owner.
- 3.2 The CMAR shall submit a complete, itemized and detailed list of all General Conditions consistent with their Fee Proposal, with their GMP Proposal.
- 3.3 The GMP Proposal shall be submitted on the GMP Proposal Form provided by the Owner.
- 3.4 Where indicated on the GMP Proposal Form the CMAR shall:
 - A. Print or type his name and address.
 - B. List the number of each Addendum received and acknowledged.
 - C. Clearly and legibly print or type the amount of the Guaranteed Maximum Price.
 - D. Sign and date the GMP Proposal Form. Print or type the title of the authorized representative(s) signing the form. The signature(s) must be of an authorized officer of the firm. Refer to Section 5 (Joint Venture) regarding joint venture proposals.
 - E. The CMAR shall submit a printed or typed list naming each subcontractor who will provide labor or a portion of the Work to the CMAR and a description of the portion of the Work which each subcontractor named in the GMP Proposal will complete, with an estimated value of at least 1% of the total cost of the public work, or \$50,000, whichever is greater, and the number of the license issued to the subcontractor by the Nevada State Contractors Board. The CMAR shall also list any portion of the work with an estimated value of at least 1% of the total cost of the public work or \$50,000, whichever is greater, that the CMAR intends to self-perform.
 - F. The CMAR shall not substitute a subcontractor who is named in the GMP Proposal, unless such substitution complies with Nevada Revised Statutes Section 338.16995.

- 3.5 Within 10 working days after the bid opening the CMAR shall submit a complete list of the subcontractors with a scope of work with an estimated value that is at least 1% of the total cost of the public work or \$50,000, whichever is greater. Within 15 working days after the bid opening the CMAR shall submit the GMP Proposal. See Article 4 in the Owner-CMAR Pre-Construction Agreement for additional information and requirements related to submission of the GMP Proposal and the list of subcontractors.
- 3.6 The GMP shall be based on providing the materials and equipment specified in the Contract Documents. The determination of whether material or equipment is equal to that specified is the responsibility of the Architect or Engineer, and the CMAR agrees to abide with his decision if his GMP Proposal is accepted. The CMAR shall not prepare a GMP Proposal in anticipation of substitutions to specified materials or equipment being accepted.
- 3.7 Materials and equipment for which there is no installation procedure noted in the Contract Documents shall be installed in conformance with the manufacturer's written instructions.
- 3.8 The CMAR may request interpretations or clarifications of the 100% Construction Documents at any time prior to seventy-two hours before the GMP Delivery Time by making a written request to the Architect, who may then issue a written addendum to the CMAR prior to the stipulated GMP Proposal Delivery Time. No interpretation, clarification, or change in the 100% Construction Documents will be binding on the Owner unless it is included in an addendum. It is the sole responsibility of the CMAR to ensure that he has received all addenda issued, and he shall acknowledge receipt of each addenda on the GMP Proposal Form.
- 3.9 The CMAR shall be solely responsible to inform himself fully of all conditions relating to the Contract Documents and the Work prior to submitting his GMP Proposal.
- 3.10 All applicable State laws, County ordinances, and the rules and regulations of local and State authorities having jurisdiction over the Work, shall apply to the Work as if repeated in full in the Contract Documents. The CMAR's attention is directed to those portions of the Contract Documents which govern insurance, wage rates, allowances, equal employment opportunity, inspection and testing of materials, liquidated damages, and contract time.
- 3.11 Prevailing wage rates as established by the Office of the Nevada Labor Commissioner shall be paid on this Project. The applicable wage rates must be posted at the site of the Project in a place generally visible to the workmen.

SECTION 4 JOINT VENTURE

- 4.1 In the event that a GMP Proposal is made by two or more firms as a joint venture, such proposals shall be submitted in strict accordance with Nevada Revised Statutes Section 624.290, State Contractor License Law, and the Rules and Regulations of the State Contractors Board.
- 4.2 All proposals submitted as a joint venture must be signed by an authorized officer of each firm to the joint venture and shall include the Nevada State Contractors license number of each party to the joint venture.

SECTION 5 SUBMISSION OF GMP PROPOSAL

- 5.1 The GMP Proposal shall consist of the properly completed GMP Proposal Form and the required Subcontractor list.
- 5.2 In submitting a GMP Proposal, the CMAR represents that:
- A. He has carefully checked the GMP Proposal, and will enter into the Owner-CMAR Construction Agreement in accordance with its terms and conditions and in accordance with the terms and conditions of the other Contract Documents.
 - B. The GMP Proposal is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person other than the CMAR.
 - C. He has read and understands the Contract Documents, and is thoroughly familiar with all requirements of the Work.
 - D. He has informed himself fully of the conditions relating to the construction of the Project. Failure to do so will not relieve the CMAR of his obligation to furnish all material and labor necessary to carry out the Work in accordance with the Contract Documents.
 - E. He has informed himself fully that his Nevada State Contractors License is acceptable to the Nevada State Contractors Board for the type of work covered by the GMP Proposal.
- 5.3 The right is reserved by the Owner to reject the GMP Proposal should it be deemed not to be best for the interest of the City of Fernley, Nevada.

SECTION 6 PRINTING OF DOCUMENTS FOR CMAR'S USE

- 6.1 The CMAR will be responsible for all costs associated with printing and distributing sets of the documents for his use and for the use of all subcontractors and suppliers. Determining the appropriate number of sets will be the CMAR's responsibility (to ensure appropriate distribution as required for successful completion of the work).



City of Fernley Community Response & Resource Center (CRRRC)

GMP November 1, 2023

LOCATION: Fernley, NV

ARCHITECT: TSK Architects

#	Description		GMP
	GENERAL REQUIREMENTS		\$380,284
TSR	Temporary Site Construction Requirements		\$224,840
TBR	Temporary Building Construction Requirements		\$155,444
	DEMOLITION / OFF-SITE INFRASTRUCTURE		\$0
	SITE WORK (ROUGH)		\$2,450,928
7	Horizontal Survey & Staking		\$71,125
8	Site Clearing, Demo, Earthwork, Utilities, Asphalt Paving		\$2,279,860
10	Dust Control		\$78,743
11	SWPPP / Erosion Control		\$21,200
	SITE WORK (FINISH)		\$946,679
15	Landscaping & Irrigation		\$530,551
16	Fencing and Gates		\$85,143
23	Site Concrete		\$330,985
	STRUCTURE		\$2,092,667
27	Structural Layout & Coordination		\$29,536
29	Building Concrete		\$414,981
30	Masonry		\$984,809
32	Structural Steel & Misc. Metals		\$560,291
35	Rough Carpentry		\$103,050
	ENCLOSURE		\$1,485,068
37	Waterproofing & Dampproofing		\$15,934
39	Caulking and Sealants		\$44,200
43	Thermal and Sound Insulation		\$149,947
44	Membrane Roofing		\$288,000
45	Metal Roofing & Wall Panels		\$627,937
50	Aluminum, Glass and Glazing		\$359,050
	INTERIOR FINISHES		\$2,104,946
55	Interior Layout & Coordination		\$17,704
56	Doors, Frames and Hardware		\$135,006
59	Finish Carpentry / Millwork		\$154,146
61	Metal Studs, Drywall, & Acoustical Treatments		\$1,207,155
62	Paint & High-Performance Coatings		\$182,530
65	Carpet and Resilient Flooring		\$99,693
67	Epoxy & Fluid-Applied Flooring		\$97,195
68	Concrete Finishing		\$44,200
69	Tile Walls		\$99,067
70	Progressive & Final Clean Requirements		\$68,250
	SPECIALTIES		\$169,085
71	Building Signage		\$94,306
72	Wall and Door Protection		\$52,560
74	Building Specialties		\$11,419
77	Visual Display Boards		\$10,800



City of Fernley Community Response & Resource Center (CRRC)

GMP November 1, 2023

LOCATION: Fernley, NV

ARCHITECT: TSK Architects

#	Description		GMP
EQUIPMENT			\$787,987
84	Commercial Kitchen Equipment		\$659,000
89	Window Blinds and Shades		\$128,987
MEP SYSTEMS			\$3,312,470
98	Fire Sprinkler Systems		\$108,680
99	Plumbing Systems		\$672,700
100	HVAC Systems & Controls		\$931,200
102	Test & Balance		\$13,890
103	Electrical, Low Voltage, & Fire Alarm Systems		\$1,558,000
104	Temporary Conditioning Requirements		\$28,000

Subtotal			\$13,730,112
-----------------	--	--	---------------------

CONTINGENCIES & ALLOWANCES			SUB TOTAL
2.50%	CMAR Contingency		\$343,253
5.00%	Owner's Contingency		\$686,506
LS	Allowance #1: Right-Turn Deceleration Lane		\$100,000
LS	Allowance #2: Plan Check Review Comments		\$200,000

Subtotal			\$15,059,871
-----------------	--	--	---------------------

GENERAL CONDITIONS			SUB TOTAL
LS	General Conditions		\$1,484,254
LS	Warranty Service		\$71,743

Subtotal			\$16,615,869
-----------------	--	--	---------------------

RATE	INSURANCE, BONDS, AND BUILDERS RISK		SUB TOTAL
	General Liability		\$179,359
	Subcontractor Default Insurance		\$207,827
	Payment and Performance Bond		\$120,171
	Builders Risk Insurance		\$97,966

Subtotal			\$17,221,192
-----------------	--	--	---------------------

RATE	CONTRACTOR'S FEE		SUB TOTAL
4.15%	Construction Manager At Risk Fee		\$714,680

Subtotal			\$17,935,872
-----------------	--	--	---------------------

Guaranteed Maximum Price Total			\$17,935,872
---------------------------------------	--	--	---------------------

Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 1, 2023



Fernley, NV

The Basis of GMP is a written explanation clarifying the scope, assumptions and exclusions used in establishing the Guaranteed Maximum Price (GMP) dated November 01, 2023. The GMP is presented in a ten group, systems format best utilized for analyzing and comparing project costs during design and preconstruction. This GMP is based on CMAR's incorporation of the scope shown on the 100% construction documents dated June 12, 2023, and the scope clarifications below.

Schedule

- Building permit is to be procured and in hand prior to Building Construction start. CMAR shall be granted an extension of time for delays resulting from not having an approved building permit(s) in place on the anticipated start date.
- CMAR anticipates normal working hours 7:00 AM to 3:30 PM, Monday through Friday. No Weekend work anticipated at this time.
- This GMP is based upon performance of the work per the enclosed Construction Schedule, which is an integral part of this proposal.

Project Milestones:

- Anticipated Notice to Proceed (NTP): 11/21/2023
- Anticipated Substantial Completion Date: 5/16/2025
- Anticipated Final Completion Date: 6/16/2025

Weather

The following table represents a mutual understanding of the number of reasonable days of adverse weather per month where no weather dependent, critical path construction activities may occur due to unworkable field conditions. CMAR has assumed the risk to make up for lost days per month in accordance with this table.

CMAR shall be granted an extension of time for delays resulting from additional lost days per calendar month beyond what is illustrated in this table. The lost days illustrated in this schedule are per calendar month and shall not accrue from month to month.

Month	Number of Anticipated Days of Adverse Weather Per Month	Average Rainfall
April '24	2	0.57
May '24	1	0.44
June '24	0	0.52

Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 1, 2023



Fernley, NV

July '24	0	0.20
August '24	1	0.21
September '24	1	0.26
October '24	2	0.65
November '24	3	0.66
December '24	4	1.37
January '25	4	1.23
February '25	4	0.95
March '25	3	0.62
April '25	2	0.57
May '25	1	0.44
June '25	0	0.52

Cost

This GMP is based on current Davis-Bacon and Nevada Rural Counties Prevailing Wage Rates, factoring the higher of the two wage rates where applicable and required, including Nevada sales tax. The GMP value provided in the proposal includes all direct and indirect construction costs, but does not include typical project "soft costs". These costs include, but are not limited to design professional fees, permits and plan review fees, utility connection fees, land acquisition costs, "loose" furniture, fixtures and equipment (FF&E), special inspections, etc.

Contingency

- **CMAR Construction Contingency** – CMAR Construction Contingency is included in this proposal and is intended to be used at CMAR's discretion to cover costs that have not been completely identified as trade specific scope on the GMP construction documents which may require further clarification or coordination. These costs include, but are not limited to, scope gap, coordination issues between trades, and missed scope during the bidding process. The CMAR Construction Contingency is not intended to account for design revisions or additional scope requests by the design / owner during construction.
- **Owner Project Contingency** – CMAR is carrying an Owner Contingency within the estimated construction costs of this project. This contingency is intended to be used at the owner's discretion to cover unforeseen conditions, design revisions and/or additional scope requests made by the owner and/or design team.

Allowances

We have included the Allowances listed below in this GMP. These Allowances are an allotted sum of money included for a particular system or scope of work for which sufficient detail is not available to determine a

Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 1, 2023



Fernley, NV

definitive cost. A reasonable estimate for an assumed scope and quality is included as a placeholder. The Owner receives the savings for any amount under the allocation and is at risk for any amount over the allocation.

- **Allowance #1 – Right-turn Deceleration Lane**

- Includes an allowance for costs associated with the addition of a required Right-turn Deceleration Lane from E. Main St. to Lois Ln. as well as final Review Comments by the City, Authorities Having Jurisdiction (AHJs), and Design/Engineering entities that have not been incorporated into the GMP construction documents which may require further clarification or coordination.

- **Allowance #2 – Plan Check Review Comments**

- Includes an allowance for costs associated with Lois Lane improvements, final Plan Check and Permitting Review Comments by the City, Authorities Having Jurisdiction (AHJs), and Design/Engineering entities that have not been incorporated into the GMP construction documents which may require further clarification or coordination.

Hourly Rates

The following agreed to hourly rates will be used to determine and define “Actual Costs”. The Actual Costs for each of the agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes and insurances.

	<u>Standard Rate</u>	<u>Overtime Rate</u>
Project Management:		
Director of Operations	180	-
Project Director	155	-
Sr. Project Manager	142	-
Project Manager	118	-
Assistant Project Manager	105	-
Project Engineer	90	-
MEP QC Manager	125	-
BIM Manager	110	-
Contracts Manager	88	-
Assistant Contracts Manager	67	-
Project Coordinator	88	-
Project Accountant	88	-
Intern	44	66
Field Operations:		
General Superintendent	155	-
Superintendent	125	-
Asst. Superintendent	105	-
Carpenters	90	135
Laborers	90	135

Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 1, 2023



Fernley, NV

General Assumptions

- This GMP proposal is considered lump sum, not line itemed. Scope values are provided for transparency and as a contract schedule of values.
- CMAR's proposal is for construction costs only, unless otherwise specified. Soft costs, permits and fees, inspections, etc. are expected to be covered by others.
- All concrete pours are assumed to be early morning pours. If the authorities having jurisdiction do not allow early morning pours, the concrete pour sequence would be extended which would affect the critical path of the schedule.
- The Owner will have all necessary leasing or ownership agreements for the property in place in advance of the anticipated start date. CMAR shall be granted an extension of time for delays resulting and potential adjustment of the GMP via change order if accelerating the schedule is required resulting from the Owner not having all necessary property procurement documentation and legal action complete prior to mobilization.
- Due to current volatile market conditions, all parties acknowledge that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increase due to circumstances beyond the control of the Contractor. If a specified product is unavailable or shipment is delayed, Contractor shall provide written notice and shall be afforded additional time and substitute products may be considered on a case-by-case basis. If there is an increase in the price of materials, equipment, or products between the date of this contract and the time when the job is ready for the installation of the affected material, the amount of this contract shall be increased to reflect the additional cost to obtain the materials, provided that the contractor gives the Owner written notice and documentation of the increased costs.
- CMAR will coordinate the work with the Owner's contractors and agencies, for example NV Energy, AT&T/Charter, water and sewer companies, etc., with their respective scopes as it pertains to this project. The Owner will provide direction related to any conflict. The project schedule has been developed assuming these contractors/agencies will be able to meet all required scheduled installation and/or utility turn-on dates and these dates will be communicated through the Owner. Any costs due to changes made by the permitting agencies after submission of the GMP will require a change order.
- CMAR does not warrant or guarantee that the Contract Documents comply with Authorities Having Jurisdiction (AHJ), or local regulations or requirements. This is the responsibility of the Architect and we assume all requirements have been incorporated into the Contract Documents.
- Mechanical and electrical systems components will become operational before Substantial Completion and/or commencement of commissioning. CMAR will require the use of certain components of these systems as they become available for use in temporary climatization of the building as well as temporary construction heating, cooling, and supply/waste discharge, etc. The warranties for any such equipment and/or systems will still commence upon Substantial Completion per the terms of the contract.

Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 1, 2023



Fernley, NV

Specific Exclusions

- This GMP excludes costs for any and all design changes or requirements to meet the Build America, Buy America (BABA) Act. This GMP only includes materials and equipment as specified in the GMP construction documents with consideration for the BABA requirements.
- Typical Project "Soft Costs" unless otherwise specified. These include, but are not limited to: design professional costs, permits and fees, utility connection charges, land acquisition, legal fees, equipment and furnishings, etc.
- Soils Investigations, Hazardous material remediation / encapsulation (lead, asbestos, mold, etc.)
- "Loose" furniture, fixtures, and equipment (FF&E), such as tables, chairs, or desks.
- Special systems other than fire alarm not specifically indicated in the schedule of values.
- Power company / communication companies (telephone / internet) / gas company costs other than trenching, backfill, conduits and coordination.
- Salvaging and relocation of any existing equipment or furnishings, unless other specified.
- Bathroom specialties except as noted to be OFCI.
- Servers and equipment except as specifically noted in the GMP setting documents.
- Waste/Recycling Equipment or Trash Compactor.
- Televisions, assumed to be by Owner.
- Train Depot Roofing/remodel or Restroom Addition/remodel assumed separate projects.
- Intumescent Painting or Spray Fireproofing.
- Excludes concrete pads per note 15 on sheet AS1.01. These are not detailed or noted on the landscape sheets. CMAR's understanding is that these pads are for future or not in contract projects.
- Building Automated Controls or Building Management System. Includes Controls that are integral with Mechanical and Electrical/Lighting Equipment as specified.
- Testing and inspection services of special inspectors.
- Services of a commissioning agent.

Other scope specific Assumptions and Clarifications:

SITE WORK (ROUGH)

008 | SITE CLEARING, DEMO, EARTHWORK, UTILITIES, AND ASPHALT PAVING

- Any off-site or additional work not shown in the Construction Documents is included in Allowances #1 and #2.

SITE WORK (FINISH)

023 | SITE CONCRETE

- Any off-site or additional work not shown in the Construction Documents is included in Allowances #1 and #2.

Exhibit A.2 Basis of Guaranteed Maximum Price

City of Fernley Community Response & Resource Center (CRRC)

NOVEMBER 1, 2023



Fernley, NV

STRUCTURE

029 | BUILDING CONCRETE

- Conflicting details: Interior slab curbs are figured per Structural typical detail 5 on sheet S0.2, not per Architectural detail 3 on sheet A2.31.

MPE SYSTEMS

100 | HVAC SYSTEMS & CONTROLS

- Includes double-wall insulated exterior shop-fabricated ductwork specified in section 23 31 20 – 2.3 in lieu of ThermaDuct per specification section 23 31 20 – 2.2.

Project Name: City of Fernley
Community Response and Resource Center
CORE Project No: 22-10-001

ID	Task Name	Duration	Start	Finish	2023 Nov Dec Qtr 1, 2024 Jan Feb Mar Apr May Jun Qtr 2, 2024 Jul Aug Sep Qtr 3, 2024 Oct Nov Dec Qtr 4, 2024 Jan Feb Mar Apr May Jun																							
0	City of Fernley Community Response and Res	406 d	Wed 11/8/23	Mon 6/16/25																								
1	Construction	406 d	Wed 11/8/23	Mon 6/16/25																								
2	Obtain Building Permit	0 d	Wed 11/8/23	Wed 11/8/23	◆ 11/8																							
3	Contract Issuance and NTP	0 d	Tue 11/21/23	Tue 11/21/23	◆ 11/21																							
4	Administrative Start	0 d	Tue 11/21/23	Tue 11/21/23	◆ 11/21																							
5	Procurement	335 d	Tue 11/21/23	Tue 3/18/25																								
6	Submittals	45 d	Tue 11/21/23	Fri 1/26/24																								
20	Submittal Review	45 d	Thu 12/14/23	Fri 2/16/24																								
34	Long Lead Material Procurement	305 d	Mon 1/8/24	Tue 3/18/25																								
50	Construction Start	0 d	Thu 4/18/24	Thu 4/18/24	◆ 4/18																							
51	Rough Site Construction	78 d	Fri 4/19/24	Thu 8/8/24																								
72	Building Construction	261 d	Wed 5/8/24	Fri 5/16/25																								
73	Structure	118 d	Wed 5/8/24	Wed 10/23/24																								
84	Enclosure	65 d	Thu 10/24/24	Tue 1/28/25																								
94	Interior	143 d	Thu 10/24/24	Fri 5/16/25																								
121	Building Systems	42 d	Mon 3/17/25	Tue 5/13/25																								
64	Off-site Construction (Lois Lane)	32 d	Wed 5/15/24	Fri 6/28/24																								
130	2024 Finish Site Construction - Common Areas	30 d	Thu 9/12/24	Wed 10/23/24																								
137	2025 Finish Site Construction - Site Improvements	50 d	Mon 3/3/25	Fri 5/9/25																								
149	Substantial Completion	0 d	Fri 5/16/25	Fri 5/16/25	◆ 5/16																							
150	Complete Punch List	10 d	Mon 5/19/25	Mon 6/2/25																								
151	Contractual Close Out	20 d	Mon 5/19/25	Mon 6/16/25																								
152	Final Completion	0 d	Mon 6/16/25	Mon 6/16/25	◆																							

Task		Summary		Deadline		Progress	
Milestone		Project Summary		Critical			

1 of 1



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
CORE Project No: 22-10-001

PROJECT MANUAL					
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 01	General Requirements				
11000	Summary	12-Jun-23	None	22-Aug-23	None
12500	Substitution Procedures	12-Jun-23	None	22-Aug-23	None
12600	Contract Modification Procedures	12-Jun-23	None	22-Aug-23	None
12613	Request for Information	12-Jun-23	None	22-Aug-23	None
13000	Administrative Requirements	12-Jun-23	None	22-Aug-23	None
13300	Submittal Requirements	12-Jun-23	None	22-Aug-23	None
13216	Construction Progress Schedule	12-Jun-23	None	22-Aug-23	None
14000	Quality Requirements	12-Jun-23	None	22-Aug-23	None
14100	Regulatory Requirements	12-Jun-23	None	22-Aug-23	None
15000	Temporary Facilities and Controls	12-Jun-23	None	22-Aug-23	None
16000	Product Requirements	12-Jun-23	None	22-Aug-23	None
17300	Execution Requirements	12-Jun-23	None	22-Aug-23	None
17419	Construction Waste Management and Disposal	12-Jun-23	None	22-Aug-23	None
17510	Electrical Systems Commissioning	12-Jun-23	None	22-Aug-23	None
17800	Closeout Submittals and Procedures	12-Jun-23	None	22-Aug-23	None
17836	Warranties and Bonds	12-Jun-23	None	22-Aug-23	None
17900	Demonstration and Training	12-Jun-23	None	22-Aug-23	None
19113	General Commissioning Requirements	12-Jun-23	None	22-Aug-23	None
Division 02	Existing Conditions/Site	12-Jun-23	None	22-Aug-23	None
24126	Selective Electrical Demolition	12-Jun-23	None	22-Aug-23	None
Division 03	Concrete	12-Jun-23	None	22-Aug-23	None
33000	Cast-in-Place Concrete	12-Jun-23	None	22-Aug-23	None
33511	Concrete Floor Finishes	12-Jun-23	None	22-Aug-23	None
Division 04	Masonry	12-Jun-23	None	22-Aug-23	None
42000	Unit Masonry	12-Jun-23	None	22-Aug-23	None
Division 05	Metals	12-Jun-23	None	22-Aug-23	None
51200	Structural Steel Framing	12-Jun-23	None	22-Aug-23	None
52100	Steel Joist Framing	12-Jun-23	None	22-Aug-23	None
53100	Steel Decking	12-Jun-23	None	22-Aug-23	None
54000	Cold-Formed Metal Framing	12-Jun-23	None	22-Aug-23	None
55000	Metal Fabrications	12-Jun-23	None	22-Aug-23	None
55133	Metal Ladders	12-Jun-23	None	22-Aug-23	None
Division 06	Wood, Plastics, and Composites	12-Jun-23	None	22-Aug-23	None
61000	Rough Carpentry	12-Jun-23	None	22-Aug-23	None
64100	Architectural Casework	12-Jun-23	None	22-Aug-23	None
64200	Wood Paneling	12-Jun-23	None	22-Aug-23	None
66116	Solid Surfacing Fabrications	12-Jun-23	None	22-Aug-23	None
66 400	Fiber Reinforced Plastic (FRP) Paneling	12-Jun-23	None	22-Aug-23	None
Division 07	Thermal and Moisture Protection	12-Jun-23	None	22-Aug-23	None
71300	Sheet Waterproofing	12-Jun-23	None	22-Aug-23	None
72100	Building Insulation	12-Jun-23	None	22-Aug-23	None
72500	Weather Barriers	12-Jun-23	None	22-Aug-23	None
74113.01	Metal Roof and Wall Panels	12-Jun-23	None	22-Aug-23	None
74243	Composite Wall Panels	12-Jun-23	None	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
75419	Polyvinyl-Chloride Roofing	12-Jun-23	None	22-Aug-23	None
76200	Sheet Metal Flashing and Trim	12-Jun-23	None	22-Aug-23	None
77113	Premanufactured Flashing and Trim	12-Jun-23	None	22-Aug-23	None
77200	Roof Accessories	12-Jun-23	None	22-Aug-23	None
79200	Joint Sealants	12-Jun-23	None	22-Aug-23	None
Division 08	Openings	12-Jun-23	None	22-Aug-23	None
81113	Hollow Metal Doors and Frames	12-Jun-23	None	22-Aug-23	None
83100	Access Doors and Panels	12-Jun-23	None	22-Aug-23	None
84313	Aluminum-Framed Entrances and Storefronts	12-Jun-23	None	22-Aug-23	None
87100	Door Hardware	12-Jun-23	None	22-Aug-23	None
88000	Glazing	12-Jun-23	None	22-Aug-23	None
Division 09	Finishes	12-Jun-23	None	22-Aug-23	None
90561	Common Work Results for Flooring Preparation	12-Jun-23	None	22-Aug-23	None
92116	Gypsum Board Assemblies	12-Jun-23	None	22-Aug-23	None
92216	Non-Structural Metal Framing	12-Jun-23	None	22-Aug-23	None
93000	Tiling	12-Jun-23	None	22-Aug-23	None
95100	Acoustical Ceilings	12-Jun-23	None	22-Aug-23	None
96500	Resilient Flooring, Wall Base and Accessories	12-Jun-23	None	22-Aug-23	None
96723	Resionus Flooring Systems	12-Jun-23	None	22-Aug-23	None
96813	Tile Carpeting	12-Jun-23	None	22-Aug-23	None
97213	Digital Printed Vinyl Wallcovering	12-Jun-23	None	22-Aug-23	None
99000	Painting and Coating	12-Jun-23	None	22-Aug-23	None
99600	Anti-Graffiti Coatings	12-Jun-23	None	22-Aug-23	None
Division 10	Specialties	12-Jun-23	None	22-Aug-23	None
101100	Visual Display Units	12-Jun-23	None	22-Aug-23	None
101124	Tackable Wall Systems	12-Jun-23	None	22-Aug-23	None
101400	Signage	12-Jun-23	None	22-Aug-23	None
102601	Wall and Corner Guards	12-Jun-23	None	22-Aug-23	None
102800	Toilet Room Accessories	12-Jun-23	None	22-Aug-23	None
104300	Emergency Aid Specialties	12-Jun-23	None	22-Aug-23	None
104400	Fire Protection Specialties	12-Jun-23	None	22-Aug-23	None
107500	Flagpoles	12-Jun-23	None	22-Aug-23	None
Division 11	Equipment	12-Jun-23	None	22-Aug-23	None
114000	Foodservice Equipment	12-Jun-23	None	22-Aug-23	None
Division 12	Furnishings	12-Jun-23	None	22-Aug-23	None
122400	Window Shades	12-Jun-23	None	22-Aug-23	None
12 9300	Site Furnishings	12-Jun-23	None	22-Aug-23	None
Division 13	Special Construction	12-Jun-23	None	22-Aug-23	None
	Not Used	12-Jun-23	None	22-Aug-23	None
Division 14	Conveying Equipment	12-Jun-23	None	22-Aug-23	None
	Not Used	12-Jun-23	None	22-Aug-23	None
Division 21	Fire Suppression	12-Jun-23	None	22-Aug-23	None
210000	Fire Suppression Systems	12-Jun-23	None	22-Aug-23	None
210530	Hangers and Supports for Fire Suppression Systems	12-Jun-23	None	22-Aug-23	None
210540	Seismic Bracing for Fire Suppression Systems	12-Jun-23	None	22-Aug-23	None
Division 22	Plumbing	12-Jun-23	None	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
220000	Plumbing	12-Jun-23	None	22-Aug-23	None
220500	Basic Materials and Methods for Plumbing	12-Jun-23	None	22-Aug-23	None
220520	Operation and Maintenance of Plumbing Systems	12-Jun-23	None	22-Aug-23	None
220530	Hangers and Supports for Plumbing Systems	12-Jun-23	None	22-Aug-23	None
220540	Seismic Bracing for Plumbing Systems	12-Jun-23	None	22-Aug-23	None
220700	Plumbing Insulation	12-Jun-23	None	22-Aug-23	None
220800	Testing, Adjusting, and Balancing of Plumbing Systems	12-Jun-23	None	22-Aug-23	None
220900	Plumbing Fixtures and Trim	12-Jun-23	None	22-Aug-23	None
221000	Facility Water Distribution	12-Jun-23	None	22-Aug-23	None
221300	Facility Sanitary Sewerage	12-Jun-23	None	22-Aug-23	None
221400	Facility Storm Drainage	12-Jun-23	None	22-Aug-23	None
221500	Facility Natural Gas Systems	12-Jun-23	None	22-Aug-23	None
223400	Gas Fire Domestic Water Heaters	12-Jun-23	None	22-Aug-23	None
Division 23	Heating, Ventilating, and Air Conditioning	12-Jun-23	None	22-Aug-23	None
230000	Heating, Ventilating, and Air Conditioning	12-Jun-23	None	22-Aug-23	None
230500	Basic Materials and Methods for HVAC	12-Jun-23	None	22-Aug-23	None
230520	Operation and Maintenance of HVAC Systems	12-Jun-23	None	22-Aug-23	None
230530	Hangers and Supports for HVAC Systems	12-Jun-23	None	22-Aug-23	None
230540	Seismic Bracing for HVAC Systems	12-Jun-23	None	22-Aug-23	None
230700	HVAC Insulation	12-Jun-23	None	22-Aug-23	None
230800	Testing, Adjusting, and Balancing of HVAC Systems	12-Jun-23	None	22-Aug-23	None
231600	Facility Natural Gas Systems	12-Jun-23	None	22-Aug-23	None
233100	HVAC Ductwork	12-Jun-23	None	22-Aug-23	None
233110	HVAC Ductwork Accessories	12-Jun-23	None	22-Aug-23	None
233120	Exterior Ductwork	12-Jun-23	None	22-Aug-23	None
233400	HVAC Fans and Hoods	12-Jun-23	None	22-Aug-23	None
233700	Air Outlets and Inlets	12-Jun-23	None	22-Aug-23	None
238300	Rooftop Packaged Gas-Electric Unit (3-10 Tons)	12-Jun-23	None	22-Aug-23	None
238600	Split System Air Conditioning Systems	12-Jun-23	None	22-Aug-23	None
238900	Electrical Heaters	12-Jun-23	None	22-Aug-23	None
Division 26	Electrical	12-Jun-23	None	22-Aug-23	None
260001	Electrical General Provisions	12-Jun-23	None	22-Aug-23	None
260002	Electrical Submittals	12-Jun-23	None	22-Aug-23	None
260003	Temporary Electrical Facilities for Construction	12-Jun-23	None	22-Aug-23	None
260503	Equipment Wiring Connections	12-Jun-23	None	22-Aug-23	None
260519	Low-Voltage Electrical Power Conductors and Cables	12-Jun-23	None	22-Aug-23	None
260526	Grounding and Bonding for Electrical Systems	12-Jun-23	None	22-Aug-23	None
260529	Hangers and Supports for Electrical Systems	12-Jun-23	None	22-Aug-23	None
260530	Seismic Protection	12-Jun-23	None	22-Aug-23	None
260533	Raceway and Boxes for Electrical Systems	12-Jun-23	None	22-Aug-23	None
260553	Electrical Identification	12-Jun-23	None	22-Aug-23	None
260573	Overcurrent Protection Device Coordination Study	12-Jun-23	None	22-Aug-23	None
260923	Lighting Control Devices	12-Jun-23	None	22-Aug-23	None
262200	Low-Voltage Transformers	12-Jun-23	None	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
262413	Switchboards	12-Jun-23	None	22-Aug-23	None
262416	Panelboards	12-Jun-23	None	22-Aug-23	None
262716	Electrical Cabinets and Enclosures	12-Jun-23	None	22-Aug-23	None
262726	Wiring Devices	12-Jun-23	None	22-Aug-23	None
262813	Fuses	12-Jun-23	None	22-Aug-23	None
262819	Enclosed Switches	12-Jun-23	None	22-Aug-23	None
262916	Enclosed Contractors	12-Jun-23	None	22-Aug-23	None
263323	Central Lighting Inverter System	12-Jun-23	None	22-Aug-23	None
263556	Surge Protective Devices	12-Jun-23	None	22-Aug-23	None
263600	Manual Transfer Switches	12-Jun-23	None	22-Aug-23	None
265100	Interior Lighting	12-Jun-23	None	22-Aug-23	None
265600	Exterior Lighting	12-Jun-23	None	22-Aug-23	None
266000	Electrical Systems Testing	12-Jun-23	None	22-Aug-23	None
Division 27	Communications	12-Jun-23	None	22-Aug-23	None
270500	Basic Telecommunications Requirements	12-Jun-23	None	22-Aug-23	None
270526	Grounding and Bonding for Communications Systems	12-Jun-23	None	22-Aug-23	None
270528	Pathways for Communications Systems	12-Jun-23	None	22-Aug-23	None
270544	Seals and Sleeve Seals for Communications Pathways and Cables	12-Jun-23	None	22-Aug-23	None
271000	Structured Cable Systems	12-Jun-23	None	22-Aug-23	None
271100	Communications Equipment Room Fittings	12-Jun-23	None	22-Aug-23	None
271116	Communications Cabinets and Racks	12-Jun-23	None	22-Aug-23	None
271300	Communications Backbone Cabling	12-Jun-23	None	22-Aug-23	None
271500	Communications Horizontal Cabling	12-Jun-23	None	22-Aug-23	None
274100	Audio Video Systems	12-Jun-23	None	22-Aug-23	None
Division 28	Electronic Safety and Security	12-Jun-23	None	22-Aug-23	None
281300	Access Control	12-Jun-23	None	22-Aug-23	None
281333	Lockdown - Lockout Systems	12-Jun-23	None	22-Aug-23	None
281600	Intrusion Detection	12-Jun-23	None	22-Aug-23	None
282000	Video Surveillance	12-Jun-23	None	22-Aug-23	None
283100	Fire Detection and Alarm	12-Jun-23	None	22-Aug-23	None
Division 31	Earthwork	12-Jun-23	None	22-Aug-23	None
311000	Site Clearing	12-Jun-23	None	22-Aug-23	None
312200	Earth Moving	12-Jun-23	None	22-Aug-23	None
313000	Excavation, Backfilling, and Compacting for Utilities	12-Jun-23	None	22-Aug-23	None
314000	Graded Crushed Aggregate Base Course	12-Jun-23	None	22-Aug-23	None
Division 32	Exterior Improvements	12-Jun-23	None	22-Aug-23	None
320190	Landscape Maintenance	12-Jun-23	None	22-Aug-23	None
321216	Asphalt Paving	12-Jun-23	None	22-Aug-23	None
321220	Pavement Markings and Signage	12-Jun-23	None	22-Aug-23	None
321313	Concrete Items	12-Jun-23	None	22-Aug-23	None
321373	Concrete Paving Joint Sealants	12-Jun-23	None	22-Aug-23	None
321540	Decomposed Granite Pavement	12-Jun-23	None	22-Aug-23	None
323113	Chain Link Fences and Gates	12-Jun-23	None	22-Aug-23	None
324200	Precast Storm Concrete Items	12-Jun-23	None	22-Aug-23	None
328400	Planting Irrigation	12-Jun-23	None	22-Aug-23	None
329113	Landscape Soil Preparation	12-Jun-23	None	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
329300	Planting	12-Jun-23	None	22-Aug-23	None
Division 33	Utilites	12-Jun-23	None	22-Aug-23	None
331130	Facility Water Distribution	12-Jun-23	None	22-Aug-23	None
334100	Storm and Sewer Utility Drainage Pipe	12-Jun-23	None	22-Aug-23	None
DRAWINGS					
Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
G0.01	GENERAL ACCESSIBILITY DETAILS	12-Jun-23	None	22-Aug-23	None
G1.01	LIFE SAFETY PLAN	12-Jun-23	None	22-Aug-23	None
C1.00	NOTES	12-Jun-23	None	22-Aug-23	None
C1.01	(E) CONDITIONS & DEMOLITION	12-Jun-23	19-Jul-23	22-Aug-23	None
C2.00	SITE PLAN NORTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C2.01	SITE PLAN SOUTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C2.02	HORIZONTAL CONTROL NORTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C2.03	HORIZONTAL CONTROL SOUTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C3.00	UTILITY PLAN NORTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C3.01	UTILITY PLAN SOUTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C4.00	GRADING PLAN NORTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C4.01	GRADING PLAN SOUTH	12-Jun-23	19-Jul-23	22-Aug-23	None
C4.02	PEDESTRIAN RAMPS GRADING	12-Jun-23	19-Jul-23	22-Aug-23	None
C5.00	CIVIL DETAILS	12-Jun-23	19-Jul-23	22-Aug-23	None
C5.01	CIVIL DETAILS	12-Jun-23	19-Jul-23	22-Aug-23	None
C5.02	CIVIL DETAILS	12-Jun-23	19-Jul-23	22-Aug-23	None
C5.03	CIVIL DETAILS	12-Jun-23	19-Jul-23	22-Aug-23	None
L1.00	IRRIGATION LEGEND	12-Jun-23	None	22-Aug-23	None
L1.01	IRRIGATION PLAN	12-Jun-23	None	22-Aug-23	13-Sep-23
L2.00	LANDSCAPE LEGEND, DETAILS AND NOTES	12-Jun-23	None	22-Aug-23	None
L2.01	LANDSCAPE PLAN	12-Jun-23	None	22-Aug-23	None
L3.00	LANDSCAPE DETAILS	12-Jun-23	None	22-Aug-23	None
AS1.01	SITE PLAN	12-Jun-23	None	22-Aug-23	None
AS1.11	ENLARGED SITE PLANS AND DETAILS	12-Jun-23	None	22-Aug-23	None
AS1.12	ENLARGED SITE PLANS AND DETAILS	12-Jun-23	None	22-Aug-23	None
AS2.01	SITE DETAILS	12-Jun-23	None	22-Aug-23	None
A1.01	OVERALL FLOOR PLAN	12-Jun-23	None	22-Aug-23	None
A1.21	DIMENSION & PARTITION PLAN	12-Jun-23	None	22-Aug-23	None
A1.22	DIMENSION HIGH WALL	12-Jun-23	None	22-Aug-23	None
A1.30	ENLARGED RESTROOM PLANS & INTERIOR ELEVATION	12-Jun-23	None	22-Aug-23	None
A1.31	ENLARGED RESTROOM PLANS & INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A1.41	FINISH PLAN	12-Jun-23	None	22-Aug-23	None
A1.51	SLAB PLAN	12-Jun-23	None	22-Aug-23	None
A2.00	MATERIAL FINISH SCHEDULE	12-Jun-23	None	22-Aug-23	None
A2.10	DOOR SCHEDULE	12-Jun-23	None	22-Aug-23	None
A2.20	EXTERIOR DOOR DETAILS	12-Jun-23	None	22-Aug-23	None
A2.21	INTERIOR DOOR DETAILS	12-Jun-23	None	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
A2.22	WINDOW DETAILS	12-Jun-23	None	22-Aug-23	None
A2.30	PARTITION TYPES	12-Jun-23	None	22-Aug-23	None
A2.31	PARTITION TYPES	12-Jun-23	None	22-Aug-23	None
A2.40	WINDOW SCHEDULE	12-Jun-23	None	22-Aug-23	None
A2.41	INTERIOR DETAILS	12-Jun-23	None	22-Aug-23	None
A2.42	INTERIOR DETAILS	12-Jun-23	None	22-Aug-23	None
A2.51	SIGNAGE TYPES & DETAILS	12-Jun-23	None	22-Aug-23	None
A3.01	REFLECTED CEILING PLAN	12-Jun-23	None	22-Aug-23	None
A3.30	CEILING DETAILS	12-Jun-23	None	22-Aug-23	None
A4.01	ROOF PLAN	12-Jun-23	None	22-Aug-23	None
A4.20	ROOF DETAILS	12-Jun-23	None	22-Aug-23	None
A4.21	ROOF DETAILS	12-Jun-23	None	22-Aug-23	None
A4.22	ROOF DETAILS	12-Jun-23	None	22-Aug-23	None
A5.00	INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A5.01	INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A5.02	INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A5.03	INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A5.04	INTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A6.00	EXTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A6.01	EXTERIOR ELEVATIONS	12-Jun-23	None	22-Aug-23	None
A7.00	BUILDING SECTIONS	12-Jun-23	None	22-Aug-23	None
A7.01	BUILDING SECTIONS	12-Jun-23	None	22-Aug-23	None
A7.10	WALL SECTION	12-Jun-23	None	22-Aug-23	None
A7.11	WALL SECTION	12-Jun-23	None	22-Aug-23	None
A7.12	WALL SECTION	12-Jun-23	None	22-Aug-23	None
A7.13	WALL SECTION	12-Jun-23	None	22-Aug-23	None
A7.14	WALL SECTION	12-Jun-23	None	22-Aug-23	None
A7.31	BUILDING DETAILS	12-Jun-23	None	22-Aug-23	None
A8.00	CASEWORK ELEVATIONS & DETAILS	12-Jun-23	None	22-Aug-23	None
S0	STRUCTURAL GENERAL NOTES	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.1	SPECIAL INSPECTIONS & QUALITY ASSURANCE	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.2	TYP. CONC. & FOUNDATION DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.3	TYP. CONC. & CMU DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.4	TYP. MASONRY DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.5	TYP. STEEL DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.6	TYP. ROOF FRAMING DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.7	TYP. ROOF FRAMING DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.8	TYP. ROOF FRAMING DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.9	TYP. INTERIOR COLD-FORMED STEEL DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.10	TYP. INTERIOR COLD-FORMED STEEL DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S0.11	TYP. SITE DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
S1.11	FOUNDATION PLAN	12-Jun-23	20-Jul-23	22-Aug-23	None
S4.01	LOW ROOF FRAMING PLAN	12-Jun-23	20-Jul-23	22-Aug-23	None
S4.02	HIGH ROOF FRAMING PLAN	12-Jun-23	20-Jul-23	22-Aug-23	None
S4.03	LOW ROOF JOIST LOADING PLANS	12-Jun-23	20-Jul-23	22-Aug-23	None
S4.04	HIGH ROOF JOIST LOADING PLANS	12-Jun-23	20-Jul-23	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
S5.01	WALL ELEVATIONS	12-Jun-23	20-Jul-23	22-Aug-23	None
S5.02	WALL ELEVATIONS	12-Jun-23	20-Jul-23	22-Aug-23	None
S7.01	STRUCTURAL SECTIONS	12-Jun-23	20-Jul-23	22-Aug-23	None
S7.02	STRUCTURAL SECTIONS	12-Jun-23	20-Jul-23	22-Aug-23	None
S8.01	STRUCTURAL DETAILS	12-Jun-23	20-Jul-23	22-Aug-23	None
FS0.0.0	FOODSERVICE EQUIPMENT GENERAL NOTES	12-Jun-23	None	22-Aug-23	None
FS0.1.0	FOODSERVICE EQUIPMENT FLOOR PLAN	12-Jun-23	None	22-Aug-23	None
FS0.2.0	FOODSERVICE EQUIPMENT SCHEDULE	12-Jun-23	None	22-Aug-23	13-Sep-23
FS0.3.0	FOODSERVICE EQUIPMENT PLUMBING PLAN	12-Jun-23	None	22-Aug-23	None
FS0.4.0	FOODSERVICE EQUIPMENT ELECTRICAL PLAN	12-Jun-23	None	22-Aug-23	None
FS0.5.0	FOODSERVICE EQUIPMENT BUILDING WORK PLAN	12-Jun-23	None	22-Aug-23	None
FS0.6.0	FOODSERVICE EQUIPMENT REFRIGERATION PLAN	12-Jun-23	None	22-Aug-23	None
FS0.6.1	FOODSERVICE EQUIPMENT REFRIGERATION RACK DETAILS	12-Jun-23	None	22-Aug-23	None
FS0.8.0	FOODSERVICE EQUIPMENT DETAILS	12-Jun-23	None	22-Aug-23	None
FS0.8.1	FOODSERVICE EQUIPMENT DETAILS	12-Jun-23	None	22-Aug-23	None
FS0.9.0	FOODSERVICE EQUIPMENT ATTACHMENT DETAILS	12-Jun-23	None	22-Aug-23	None
FS0.9.1	FOODSERVICE EQUIPMENT ATTACHMENT DETAILS	12-Jun-23	None	22-Aug-23	None
FS0.10.0	FOODSERVICE EQUIPMENT EXHAUST HOOD DETAILS	12-Jun-23	None	22-Aug-23	None
FP0.00	FIRE PROTECTION SCHEDULES, LEGEND, & NOTES	12-Jun-23	17-Jul-23	22-Aug-23	None
FP1.01	FIRE PROTECTION OVERALL FLOOR PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
M0.00	MECHANICAL LEGEND, NOTES, & AIR DISTRIBUTION	12-Jun-23	17-Jul-23	22-Aug-23	None
M0.01	MECHANICAL EQUIPMENT SCHEDULES	12-Jun-23	17-Jul-23	22-Aug-23	None
M1.00	MECHANICAL ZONING PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
M1.01	MECHANICAL FLOOR PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
M4.01	MECHANICAL ROOF PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
M5.01	KITCHEN EXHAUST FAN KEF-1	12-Jun-23	17-Jul-23	22-Aug-23	None
M5.02	MAKE-UP AIR UNITS RTU-1 & RTU-2	12-Jun-23	17-Jul-23	22-Aug-23	None
M5.03	RTU-1 INSTALLATION DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
M5.04	RTU-2 INSTALLATION DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
M6.01	MECHANICAL DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
M6.02	MECHANICAL DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
M7.01	TEMPERATURE CONTROLS	12-Jun-23	17-Jul-23	22-Aug-23	None
P0.00	PLUMBING SCHEDULES, LEGEND, NOTES, & SHEET INDEX	12-Jun-23	17-Jul-23	22-Aug-23	None
P1.00	PLUMBING SITE PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
P1.01	PLUMBING FLOOR PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
P2.01	PLUMBING ENLARGED FLOOR PLANS	12-Jun-23	17-Jul-23	22-Aug-23	None
P2.02	PLUMBING ENLARGED KITCHEN FLOOR PLANS	12-Jun-23	17-Jul-23	22-Aug-23	None
P4.01	PLUMBING ROOF PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
P6.01	PLUMBING DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
P6.02	PLUMBING DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
E0.01	LEGENDS, FA ONELINE DIAGRAM & DRAWING SCHEDULE	12-Jun-23	17-Jul-23	22-Aug-23	None



Exhibit A.4
ENUMERATION OF DOCUMENTS

Project Name: City of Fernley
Community Response and Resource Center
CORE Project No: 22-10-001

Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
E0.02	ONLINE DIAGRAM AND LOAD CALCULATIONS	12-Jun-23	17-Jul-23	22-Aug-23	None
E0.03	PANEL SCHEDULES	12-Jun-23	17-Jul-23	22-Aug-23	None
E0.04	FIXTURE SCHEDULE AND IECC CALCULATIONS	12-Jun-23	17-Jul-23	22-Aug-23	None
E0.05	LIGHTING CONTROL DETAILS & SEQUENCE OF OPERATION	12-Jun-23	17-Jul-23	22-Aug-23	13-Sep-23
E0.06	DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
E0.07	DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
E1.01	ELECTRICAL SITE PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E2.01	LIGHTING PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E3.01	POWER PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E4.01	MECHANICAL POWER PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E4.02	ROOF MECHANICAL POWER PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E5.01	FIRE ALARM PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
E6.01	KITCHEN POWER PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.01	TELECOM GENERAL NOTES, LEGEND, AND DRAWING SCHEDULE	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.02	TELECOM DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.03	TELECOM ONLINE DIAGRAMS AND DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.04	ENLARGED TELECOM ROOM AND EQUIPMENT RACK PLANS	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.05	SECURITY SYSTEM DOOR DETAILS AND RISER DIAGRAMS	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.06	SECURITY CAMERA DETAILS AND SCHEDULE	12-Jun-23	17-Jul-23	22-Aug-23	None
T0.07	PAGING SYSTEM DETAILS AND MULTI-PURPOSE A/V RISER DIAGRAM AND DETAILS	12-Jun-23	17-Jul-23	22-Aug-23	None
T1.01	TELECOM SITE PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
T2.01	TELECOM PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
T3.01	AUDIO VIDEO & PUBLIC ADDRESS PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
T4.01	SECURITY PLAN	12-Jun-23	17-Jul-23	22-Aug-23	None
ADDENDUMS					
Addendums	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
A	RFI Question Responses	None	None	8-Sep-23	None
B	L1.01 - Irrigation Plan	13-Sep-23	None	13-Sep-23	None
B	E0.05 - Lighting control Details and Sequence Of Operation	13-Sep-23	None	13-Sep-23	None
B	FS0.2.0 - Food Service Equipment Schedule	13-Sep-23	None	13-Sep-23	None



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Derek Starkey, City Engineer

FINANCIAL IMPACT:

Yes: No: x

CURRENTLY BUDGETED:

Yes: No: x

FUND/ACCOUNT:

There are none

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action to approve the abandonment of a water utility easement created in recorded documents number 662290 on APN 021-061-32 and number 662289 on APN 021-061-29.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute an order of abandonment for two existing water utility easements. Staff recommends approving the abandonment of the easement in accordance with the Development Code and the Nevada Revised Statutes.

RECOMMENDED MOTION:

I move to approve the abandonment of a water utility easement created in recorded documents number 662290 on APN 021-061-32 and number 662289 on APN 021-061-29.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

Staff does not recommend any alternatives.

BACKGROUND:

Staff received an application for a Type II Easement Vacation from the owners of the properties: APN 021-061-30 and 021-061-32.

The easement in question is 30-feet in width and crosses both properties. The easements were recorded September 19, 2022.

The easement is for the installation and ongoing operation and maintenance of a water main that was installed to serve both properties.

The Nevada Revised Statutes require staff to make two findings in order to approve or, approve with conditions, a Type II vacation:

1. The easement has been superseded by relocation or is no longer needed by the city; and
2. The abandonment will not substantially, unduly or unreasonably impair the access of any owners of property.

Finding 1:

The easements were recorded prior to the start of construction. During the course of construction, the alignment of the water main changed and placed portions of the water main outside of the recorded easement limits. New easements have been recorded that cover the new alignment. The original easement alignment is therefore no longer needed by the City.

Finding 2:

The easement is not for public access and therefore abandoning the easement would not impair the access of any owners of property.

Given this information, staff has determined that abandoning the easement would not impair the access of any owners of property.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Development Code section 32.03.080B and Nevada Revised Statutes Chapter 278 - Planning and Zoning - Section 278.480.11

FINANCIAL IMPLICATIONS:

There are none

ATTACHMENTS:

1. Utility Easement Mohr Pilot Road LLC to COF dated 9-12-22 (rec 9-19-22 doc#662290)
2. Utility Easement PW Fund B Development LLC to COF dated 9-9-22 (rec 9-19-22 doc#662289)
3. New Easement for 021-061-29 - signed
4. New Easement for 021-061-32 - signed

OFFICIAL RECORD

Requested By:
FERNLEY CITY OF

Lyon County, NV
Margie Kassebaum, Recorder

Fee: \$0.00 RPTT: \$0.00
Recorded By: lharrington

A.P.N: 021-061-32

After Recordation Return To:

Derek Starkey, P.E.
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408



The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**GRANT OF EASEMENT FOR
UTILITY FACILITIES**

THIS INDENTURE, made and entered into this 12 day of SEPT., 2022, by and between **MOHR PILOT ROAD LLC**, a Texas limited liability company (hereinafter referred to as "Grantor"), and **THE CITY OF FERNLEY**, a municipal corporation (hereinafter referred to as "Grantee").

RECITALS:

A. Grantor owns the real property located in the County of Lyon, State of Nevada, more particularly described as Assessor's Parcel Number 021-061-29 (the "Grantor's Property");

B. Grantee is a municipality and operates a municipal water and sewer system;

C. Grantor desires to grant an easement to Grantee over a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

GRANT OF EASEMENT

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors, assigns, agents, and licensees a non-exclusive easement and right of way over, across, upon, under, and through that portion of the Grantor's Property more fully described on **Exhibit "A"** and shown on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Easement Area**") to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate main, markers, conduits, pipes, valve boxes, meters, fixtures, and any other facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (hereinafter called "**Utility Facilities**").

2. **Access.** Grantee shall have at all times ingress and egress to the Easement Area, including over the Grantor's Property to the extent reasonably necessary, for the purposes set forth above.

3. **Hold Harmless.** Subject to the limitation of NRS Chapter 41 and Paragraph 4 below, Grantee shall indemnify, defend, and hold Grantee harmless from and against any loss, damage or injury suffered or sustained by Grantor for any injury to persons or damage to the personal property or improvements located on the Grantor's Property, caused by any negligent act or omission of Grantee in constructing, maintaining, and operating the Utility Facilities in the Easement Area. Subject to Paragraph 4 below, upon completion of any use or work, Grantee shall restore the Easement Area to the condition it was in prior to the commencement of any such use or work.

4. **No Interference.** Grantor shall not, without Grantee's prior written consent in Grantee's sole discretion, plant, erect or construct, nor permit to be planted, erected or constructed, within the Easement Area, any shrubs, trees, buildings, fences, structures, or any other improvement or obstruction which in the sole discretion of Grantee interferes with Grantee's access to and use of the Easement Area for the intended purposes, nor shall Grantor engage in or permit any activity to occur within the Easement Area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of the Easement Area. Grantor may be allowed to construct pavement across the easement area owned by Grantee. Grantee reserves the right to remove paving at any time without notice to or permission of Grantor. Grantor shall bear the obligation of any replacement of said pavement.

5. **Reimbursement for Breach.** Grantor shall reimburse Grantee for the reasonable costs incurred by Grantee as a result of Grantor's breach of any covenant of Grantor set forth herein. Grantee shall reimburse Grantor for the reasonable costs incurred by Grantor as a result of Grantee's breach of any covenant of Grantee set forth herein.

6. **Relocation of Easement Area and Utility Facilities.** Grantor may, at any time, request the relocation of the Easement Area and Utility Facilities to a new

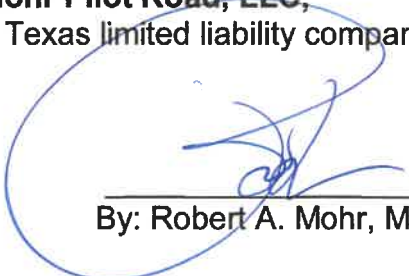
location on the Grantor Property, and Grantee agrees to perform such relocation provided (i) such new location is suitable to Grantee for Grantee's intended purposes, as determined by Grantee; (ii) Grantor conveys to Grantee an equivalent easement in the new location; and (iii) Grantor pay for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocation of the Utility Facilities, whether on or off the Grantor Property, including design costs and retirement of existing facilities.

THIS GRANT OF EASEMENT and the terms contained herein are granted in gross to Grantee and shall run with the land as a servitude upon the Grantor's Property, and shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be freely assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

Grantor
Mohr Pilot Road, LLC,
a Texas limited liability company


By: Robert A. Mohr, Manager

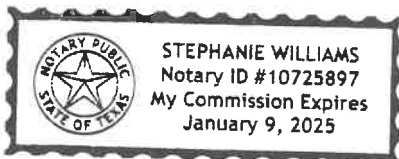
STATE OF Texas)
COUNTY OF Dallas : ss.)

On Sept. 12, 2022, before me, Stephanie Williams, notary public, personally appeared Robert A. Mohr, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Stephanie Williams
NOTARY PUBLIC



**EXHIBIT A
LEGAL DESCRIPTION FOR
30' WATERLINE EASEMENT**

All that certain real property situate within a portion of the East One-Half (E 1/2) of Section Ten (10), Township Twenty (20) North, Range Twenty-four (24) East, Mount Diablo Meridian, City of Fernley, County of Lyon, State of Nevada, being a portion of Parcel 1 per Parcel Map for 1000 Pilot Road LLC, recorded on November 13, 2015 as File No. 543634, filed in the Official Records of Lyon County, Nevada, and being more particularly described as follows:

BEGINNING at the Southeasterly corner of said Parcel 1, from which the Northeasterly corner of said Section 10 bears North 21°41'08" East a distance of 3,427.23 feet;
THENCE along the Southerly boundary of said Parcel 1 North 75°26'10" West a distance of 1,488.42 feet, to the Southwesterly corner of said Parcel 1;
THENCE along the Westerly boundary of said Parcel 1 the following two courses:
1) North 01°07'35" East a distance of 212.02 feet;
2) North 01°09'48" East a distance of 469.33 feet;
THENCE departing said Westerly boundary North 45°00'00" East a distance of 72.17 feet;
THENCE North 01°09'48" East a distance of 34.18 feet, to the Northerly boundary of said Parcel 1;
THENCE along said Northerly boundary South 79°34'20" East a distance of 30.40 feet;
THENCE departing said Northerly boundary South 01°09'48" West a distance of 41.36 feet;
THENCE South 45°00'00" West a distance of 72.17 feet;
THENCE South 01°09'48" West a distance of 457.26 feet;
THENCE South 01°07'35" West a distance of 188.34 feet;
THENCE South 75°26'10" East a distance of 1,464.74 feet to the Southeasterly boundary of said Parcel 1;
THENCE along said Easterly boundary South 14°34'24" West a distance of 30.00 feet, to the POINT OF BEGINNING;

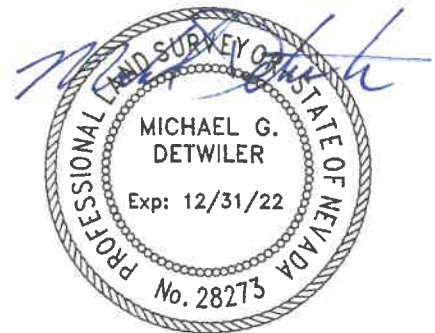
Containing 67,500 square feet of land, more or less.

The Basis of Bearings:

Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, per the Map to Support Annexation of Certain Lands to the City of Fernley, Nevada, File No. 262776, filed in the official records of Lyon County, Nevada on June 28, 2001. all dimensions shown are ground distances. combined grid-to-ground factor = 1.00026949561.

See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.

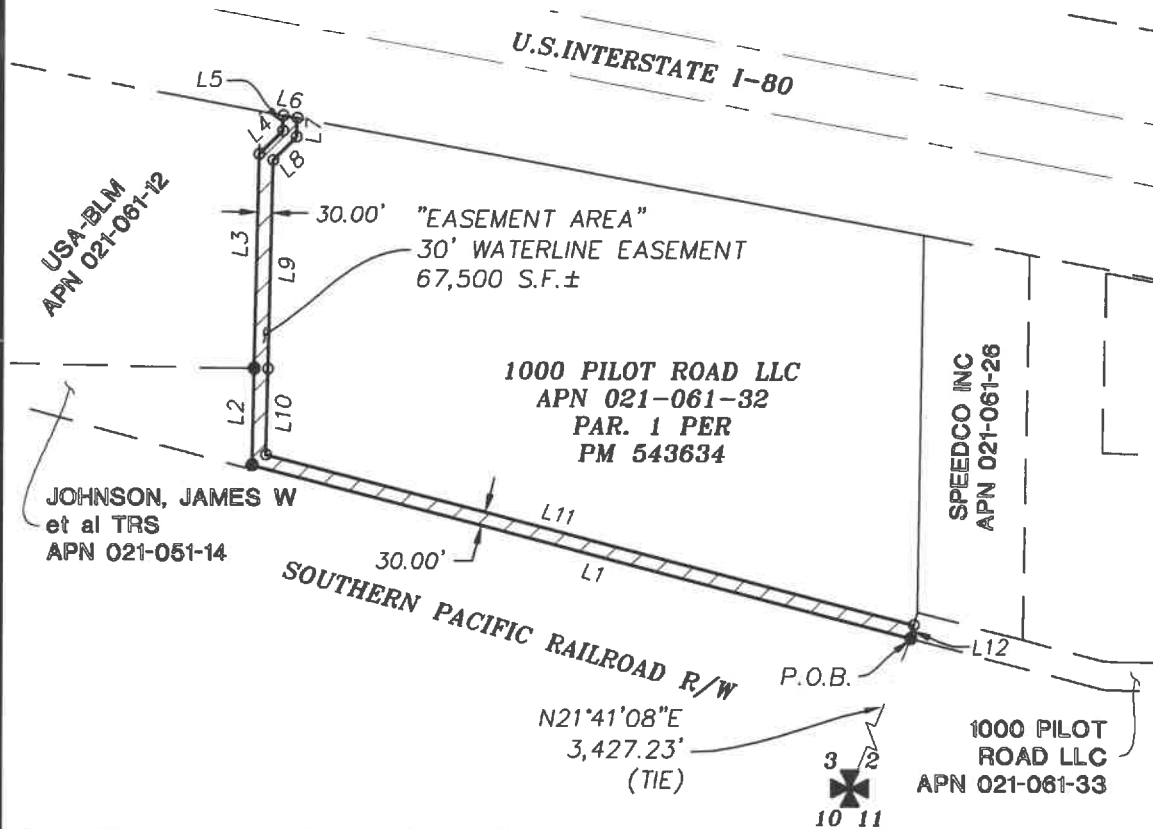
Prepared by:
Wood Rodgers, Inc.
1361 Corporate Boulevard
Reno, NV 89502



Michael G. Detwiler, P.L.S.
Nevada Certificate No. 28273

EXHIBIT A-1
PLAT TO ACCOMPANY

30' WATER LINE EASEMENT
BEING A PORTION OF THE E 1/2 OF SECTION 10
TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.M.
FERNLEY LYON COUNTY NEVADA



LINE TABLE		
NO.	BEARING	LENGTH
L1	N75°26'10"W	1488.42'
L2	N1°07'35"E	212.02'
L3	N1°09'48"E	469.33'
L4	N45°00'00"E	72.17'
L5	N1°09'48"E	34.18'
L6	S79°34'20"E	30.40'
L7	S1°09'48"W	41.36'
L8	S45°00'00"W	72.17'

LINE TABLE		
NO.	BEARING	LENGTH
L9	S1°09'48"W	457.26'
L10	S1°07'35"W	188.34'
L11	S75°26'10"E	1464.74'
L12	S14°34'24"W	30.00'

LEGEND
FOUND MONUMENT ●
DIMENSION POINT ○



JOB NO. 4005034
SHEET 1 OF 1



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

U:\Jobs\4005_Misc_Mapping\034_Commerce_Center_Dr_OA\Geomatics\legals_exhibits\V-ESMT-COMM-CNTR-APN-021-061-32.dwg 6/23/2022 1:22 PM Jason Merchant

OFFICIAL RECORD

Requested By:
FERNLEY CITY OFLyon County, NV
Margie Kassebaum, RecorderFee: \$0.00 RPTT: \$0.00
Recorded By: lharrington

A.P.N: 021-061-29

After Recordation Return To:Derek Starkey, P.E.
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**GRANT OF EASEMENT FOR
UTILITY FACILITIES**

THIS INDENTURE, made and entered into this 9th day of SEPT., 2022, by and between **PW FUND B DEVELOPMENT, LLC**, a California limited liability company (hereinafter referred to as "Grantor"), and **THE CITY OF FERNLEY**, a municipal corporation (hereinafter referred to as "Grantee").

RECITALS:

- A. Grantor owns the real property located in the County of Lyon, State of Nevada, more particularly described as Assessor's Parcel Number 021-061-29 (the "Grantor's Property");
- B. Grantee is a municipality and operates a municipal water and sewer system;
- C. Grantor desires to grant an easement to Grantee over a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

GRANT OF EASEMENT

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors, assigns, agents, and licensees a non-exclusive easement and right of way over, across, upon, under, and through that portion of the Grantor's Property more fully described on **Exhibit "A"** and shown on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Easement Area**") to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate main, markers, conduits, pipes, valve boxes, meters, fixtures, and any other facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (hereinafter called "**Utility Facilities**").

2. **Access.** Grantee shall have at all times ingress and egress to the Easement Area, including over the Grantor's Property to the extent necessary, for the purposes set forth above.

3. **Hold Harmless.** Subject to the limitation of NRS Chapter 41 and Paragraph 4 below, Grantee shall indemnify, defend, and hold Grantee harmless from and against any loss, damage or injury suffered or sustained by Grantor for any injury to persons or damage to the personal property or improvements located on the Grantor's Property, caused by any negligent act or omission of Grantee in constructing, maintaining, and operating the Utility Facilities in the Easement Area. Subject to Paragraph 4 below, upon completion of any use or work, Grantee shall restore the Easement Area to the condition it was in prior to the commencement of any such use or work.

4. **No Interference.** Grantor shall not, without Grantee's prior written consent in Grantee's sole discretion, plant, erect or construct, nor permit to be planted, erected or constructed, within the Easement Area, any shrubs, trees, buildings, fences, structures, or any other improvement or obstruction which in the sole discretion of Grantee interferes with Grantee's access to and use of the Easement Area for the intended purposes, nor shall Grantor engage in or permit any activity to occur within the Easement Area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of the Easement Area. Grantor may be allowed to construct pavement across the easement area owned by Grantee. Grantee reserves the right to remove paving at any time without notice to or permission of Grantor. Grantor shall bear the obligation of any replacement of said pavement.

5. **Reimbursement for Breach.** Grantor shall reimburse Grantee for the reasonable costs incurred by Grantee as a result of Grantor's breach of any covenant of Grantor set forth herein. Grantee shall reimburse Grantor for the reasonable costs incurred by Grantor as a result of Grantee's breach of any covenant of Grantee set forth herein.

6. **Relocation of Easement Area and Utility Facilities.** Grantor may, at any time, request the relocation of the Easement Area and Utility Facilities to a new

location on the Grantor Property, and Grantee agrees to perform such relocation provided (i) such new location is suitable to Grantee for Grantee's intended purposes, as determined by Grantee; (ii) Grantor conveys to Grantee an equivalent easement in the new location; and (iii) Grantor pay for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocation of the Utility Facilities, whether on or off the Grantor Property, including design costs and retirement of existing facilities.

THIS GRANT OF EASEMENT and the terms contained herein are granted in gross to Grantee and shall run with the land as a servitude upon the Grantor's Property, and shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be freely assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

Grantor

PW Fund B Development, LLC, a California limited liability company

By: PW Fund B, LP, a California limited partnership, Sole Member

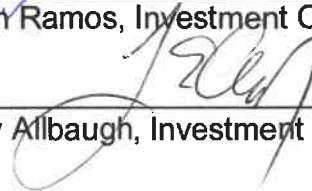
By: PWIE GP, LLC, a California limited liability company, General Partner

By: Pac West Equities, LP, a Delaware limited partnership, Sole Member

By: PWI GP, LP, a California limited partnership, General Partner

By: PWI Lead, LLC, a California limited liability company,
General Partner


By: Kevin Ramos, Investment Committee Chair


By: Larry Allbaugh, Investment Committee Member

STATE OF _____)
: ss.)
COUNTY OF _____)

SEE NEXT PAGE
FOR NOTARY

On _____, 20__, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On September 9, 2022 before me, Miguel Galvan, Notary Public
(insert name and title of the officer)

personally appeared Kevin Ramon and Larry Allbaugh,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



**EXHIBIT A
LEGAL DESCRIPTION FOR
30' WATERLINE EASEMENT**

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of Section Ten (10), Township Twenty (20) North, Range Twenty-four (24) East, Mount Diablo Meridian, City of Fernley, County of Lyon, State of Nevada, being a portion of Parcel 1 per Parcel Map Waiver & 2nd Record of Survey in Support of a Boundary Line Adjustment for The Ludwig Family Trust, recorded on June 26, 2006 as File No. 385259, filed in the Official Records of Lyon County, Nevada, and being more particularly described as follows:

COMMENCING at the Southwesterly corner of said Parcel 1, from which the Northeasterly corner of said Section 10 bears North 60°50'10" East a distance of 3,069.66 feet;

THENCE along the Southerly boundary of said Parcel 1, South 79°34'20" East a distance of 50.66 feet, to the POINT OF BEGINNING;

THENCE departing said Southerly boundary, North 01°08'19" East a distance of 180.70 feet, to the Southeasterly corner of Parcel A, per said Record of Survey Map No. 385259;

THENCE along the Easterly boundary of said Parcel A the following two courses:

- 1) North 01°08'19" East a distance of 100.00 feet;
- 2) North 01°07'25" East a distance of 36.17 feet, to the Southerly boundary of a 50' waterline easement as described in Document No. 323635, filed said Official Records;

THENCE departing said Easterly boundary and along said Southerly boundary South 88°51'54" East a distance of 30.00 feet;

THENCE departing said waterline easement, South 01°07'25" West a distance of 36.17 feet;

THENCE South 01°08'19" West a distance of 285.62 feet, to the Southerly boundary of said Parcel 1;

THENCE along said Southerly boundary, North 79°34'20" West a distance of 30.40 feet, to the POINT OF BEGINNING.

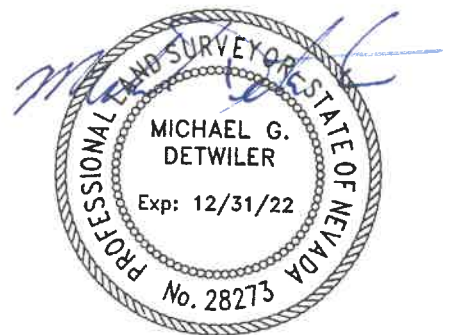
Containing 9,580 square feet of land, more or less.

The Basis of Bearings:

Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, per the Map to Support Annexation of Certain Lands to the City of Fernley, Nevada, File No. 262776, filed in the official records of Lyon County, Nevada on June 28, 2001. all dimensions shown are ground distances. combined grid-to-ground factor = 1.00026949561.

*See Exhibit "A-1", plat to accompany description,
attached hereto and made a part hereof.*

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Boulevard
Reno, NV 89502



Michael G. Detwiler, P.L.S.
Nevada Certificate No. 28273

EXHIBIT A-1
PLAT TO ACCOMPANY

30' WATER LINE EASEMENT
BEING A PORTION OF THE NE 1/4 OF SECTION 10
TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.M.
FERNLEY LYON COUNTY NEVADA

LINE TABLE		
NO.	BEARING	LENGTH
L1	S79°34'20"E	50.66'
L2	N1°08'19"E	180.70'
L3	N1°08'19"E	100.00'
L4	N1°07'25"E	36.17'
L5	S88°51'54"E	30.00'
L6	S1°07'25"W	36.17'
L7	S1°08'19"W	285.62'
L8	N79°34'20"W	30.40'



50' WATERLINE
EASEMENT
PER DOC. 323635

CITY OF FERNLEY
APN 021-061-27
PAR. A PER
ROS 385259

USA-BLM
APN 021-061-11

LEGEND

FOUND MONUMENT ●
DIMENSION POINT ○

3 2 N60°50'10"E
10 11 3.069.66' (TIE)

P.O.C.

P.O.B.

LUDWIG, GLEN L &
PEARLE A TRS
APN 021-061-30

LUDWIG, GLEN L
& PEARLE A TRS
APN 021-061-29
PAR. 1 PER
ROS 385259

"EASEMENT AREA"
30' WATERLINE EASEMENT
9,580 S.F.±

U.S. INTERSTATE I-80

JOB NO. 4005034
SHEET 1 OF 1



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

J:\Jobs\4005_Misc_Mapping\034_Commerce_Center_Dr_0A_Geomatics\legals_exhibits\V-ESMT-COMM-CNTR-APN-021-061-29.dwg 6/23/2022 1:13 PM Jason Merchant

A.P.N: 021-061-29

After Recordation Return To:

Derek Starkey, P.E.
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**GRANT OF EASEMENT FOR
UTILITY FACILITIES**

THIS INDENTURE, made and entered into this _____ day of _____, 20____, by and between **PW FUND B DEVELOPMENT, LLC**, a California limited liability company (hereinafter referred to as "Grantor"), and **THE CITY OF FERNLEY**, a municipal corporation (hereinafter referred to as "Grantee").

R E C I T A L S :

- A. Grantor owns the real property located in the County of Lyon, State of Nevada, more particularly described as Assessor's Parcel Number 021-061-29 (the "Grantor's Property");
- B. Grantee is a municipality and operates a municipal water and sewer system;
- C. Grantor desires to grant an easement to Grantee over a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

GRANT OF EASEMENT

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors, assigns, agents, and licensees a non-exclusive easement and right of way over, across, upon, under, and through that portion of the Grantor's Property more fully described on **Exhibit "A"** and shown on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Easement Area**") to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate main, markers, conduits, pipes, valve boxes, meters, fixtures, and any other facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (hereinafter called "**Utility Facilities**").

2. **Access.** Grantee shall have at all times ingress and egress to the Easement Area, including over the Grantor's Property to the extent necessary, for the purposes set forth above.

3. **Hold Harmless.** Subject to the limitation of NRS Chapter 41 and Paragraph 4 below, Grantee shall indemnify, defend, and hold Grantee harmless from and against any loss, damage or injury suffered or sustained by Grantor for any injury to persons or damage to the personal property or improvements located on the Grantor's Property, caused by any negligent act or omission of Grantee in constructing, maintaining, and operating the Utility Facilities in the Easement Area. Subject to Paragraph 4 below, upon completion of any use or work, Grantee shall restore the Easement Area to the condition it was in prior to the commencement of any such use or work.

4. **No Interference.** Grantor shall not, without Grantee's prior written consent in Grantee's sole discretion, plant, erect or construct, nor permit to be planted, erected or constructed, within the Easement Area, any shrubs, trees, buildings, fences, structures, or any other improvement or obstruction which in the sole discretion of Grantee interferes with Grantee's access to and use of the Easement Area for the intended purposes, nor shall Grantor engage in or permit any activity to occur within the Easement Area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of the Easement Area. Grantor may be allowed to construct pavement across the easement area owned by Grantee. Grantee reserves the right to remove paving at any time without notice to or permission of Grantor. Grantor shall bear the obligation of any replacement of said pavement.

5. **Reimbursement for Breach.** Grantor shall reimburse Grantee for the reasonable costs incurred by Grantee as a result of Grantor's breach of any covenant of Grantor set forth herein. Grantee shall reimburse Grantor for the reasonable costs incurred by Grantor as a result of Grantee's breach of any covenant of Grantee set forth herein.

6. **Relocation of Easement Area and Utility Facilities.** Grantor may, at any time, request the relocation of the Easement Area and Utility Facilities to a new

location on the Grantor Property, and Grantee agrees to perform such relocation provided (i) such new location is suitable to Grantee for Grantee's intended purposes, as determined by Grantee; (ii) Grantor conveys to Grantee an equivalent easement in the new location; and (iii) Grantor pay for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocation of the Utility Facilities, whether on or off the Grantor Property, including design costs and retirement of existing facilities.

THIS GRANT OF EASEMENT and the terms contained herein are granted in gross to Grantee and shall run with the land as a servitude upon the Grantor's Property, and shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be freely assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

Grantor

PW Fund B Development, LLC, a California limited liability company

By: PW Fund B, LP, a California limited partnership, Sole Member

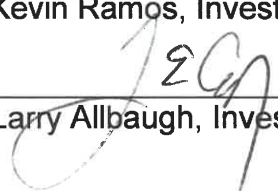
By: PWIE GP, LLC, a California limited liability company, General Partner

By: Pac West Equities, LP, a Delaware limited partnership, Sole Member

By: PWI GP, LP, a California limited partnership, General Partner

By: PWI Lead, LLC, a California limited liability company,
General Partner


By: Kevin Ramos, Investment Committee Chair


By: Larry Allbaugh, Investment Committee Member

STATE OF _____)

: ss.

COUNTY OF _____)

On _____, 20__, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEE NOTARY ATTACHED
NOTARY PUBLIC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On 9/18/2023 before me, Miguel Galvan, Notary Public
(insert name and title of the officer)

personally appeared Kevin Ramos and Larry Allbaugh,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**EXHIBIT A
LEGAL DESCRIPTION FOR
30' WATERLINE EASEMENT**

All that certain real property situate within a portion of the Northeast One-Quarter (NE 1/4) of Section Ten (10), Township Twenty (20) North, Range Twenty-four (24) East, Mount Diablo Meridian, City of Fernley, County of Lyon, State of Nevada, being a portion of Parcel 1 per Parcel Map Waiver & 2nd Record of Survey in Support of a Boundary Line Adjustment for The Ludwig Family Trust, recorded on June 26, 2006 as File No. 385259, filed in the Official Records of Lyon County, Nevada, and being more particularly described as follows:

BEGINNING at the Southwesterly corner of said Parcel 1, from which the Northeasterly corner of said Section 10 bears North 60°50'10" East a distance of 3,069.66 feet;

THENCE along the westerly boundary of Parcel 1, North 01°08'06" East a distance of 172.39 feet, to the Southwesterly corner of Parcel A, per said Record of Survey Map No. 385259;

THENCE along the southerly & easterly boundary of said Parcel A the following three courses:

- 1) South 89°01'18" East a distance of 50.00 feet;
- 2) North 01°08'19" East a distance of 100.00 feet;
- 3) North 01°07'25" East a distance of 36.17 feet, to the Southerly boundary of a 50' waterline easement as described in Document No. 323635, filed said Official Records;

THENCE departing said Easterly boundary and along said Southerly boundary South 88°51'54" East a distance of 30.00 feet;

THENCE departing said waterline easement, South 01°07'25" West a distance of 36.17 feet;

THENCE South 01°08'19" West a distance of 129.92 feet;

THENCE South 89°01'18" East a distance of 50.00 feet;

THENCE South 01°08'06" West a distance of 117.25 feet;

THENCE South 79°34'20" East a distance of 50.59 feet;

THENCE South 01°08'06" West a distance of 30.00 feet, to the southerly boundary of said parcel 1;

THENCE along said Southerly boundary, North 79°34'20" West a distance of 80.99 feet, to the POINT OF BEGINNING.

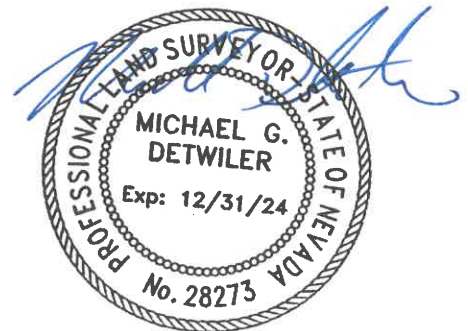
Containing 12,349 square feet of land, more or less.

The Basis of Bearings:

Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, per the Map to Support Annexation of Certain Lands to the City of Fernley, Nevada, File No. 262776, filed in the official records of Lyon County, Nevada on June 28, 2001. all dimensions shown are ground distances. combined grid-to-ground factor = 1.00026949561.

*See Exhibit "A-1", plat to accompany description,
attached hereto and made a part hereof.*

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Boulevard
Reno, NV 89502



Michael G. Detwiler, P.L.S.
Nevada Certificate No. 28273

EXHIBIT A-1

PLAT TO ACCOMPANY

30' WATER LINE EASEMENT
BEING A PORTION OF THE NE 1/4 OF SECTION 10
TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.M.
FERNLEY LYON COUNTY NEVADA

LINE TABLE		
NO.	BEARING	LENGTH
L1	N1°08'06"E	172.39'
L2	S89°01'18"E	50.00'
L3	N1°08'19"E	100.00'
L4	N1°07'25"E	36.17'
L5	S88°51'54"E	30.00'
L6	S1°07'25"W	36.17'
L7	S1°08'19"W	129.92'
L8	S89°01'18"E	50.00'
L9	S1°08'06"W	117.25'
L10	S79°34'20"E	50.59'
L11	S1°08'06"W	30.00'
L12	N79°34'20"W	80.99'



PW FUND B
DEVELOPMENT LLC
APN 021-061-30

PW FUND B
DEVELOPMENT LLC
APN 021-061-29
PAR. 1 PER
ROS 385259

50' WATERLINE
EASEMENT
PER DOC. 323635

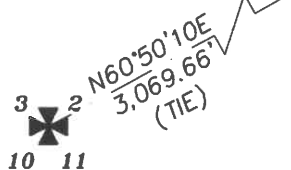
CITY OF FERNLEY
APN 021-061-27
PAR. A PER
ROS 385259

USA-BLM
APN 021-061-11

LEGEND

FOUND MONUMENT ●

DIMENSION POINT ○



U.S. INTERSTATE I-80

JOB NO. 4005034
SHEET 1 OF 1



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

1361 Corporate Blvd
Reno, NV 89502

Tel 775.823.4068
Fax 775.823.4066

J:\Jobs\4005_Misc_Mapping\034_Commerce_Center_Dr_OA_Geomatics\legals_exhibits\Sept 2023 Update V-ESMT-COMM-CNTR-APN-021-061-29.dwg 9/5/2023 10:19 AM Jason Merchant

A.P.N: 021-061-32

After Recordation Return To:

Derek Starkey, P.E.
City of Fernley
595 Silver Lace Blvd.
Fernley, NV 89408

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**GRANT OF EASEMENT FOR
UTILITY FACILITIES**

THIS INDENTURE, made and entered into this ____ day of _____, 20__, by and between **MOHR PILOT ROAD LLC**, a Texas limited liability company (hereinafter referred to as "Grantor"), and **THE CITY OF FERNLEY**, a municipal corporation (hereinafter referred to as "Grantee").

R E C I T A L S :

A. Grantor owns the real property located in the County of Lyon, State of Nevada, more particularly described as Assessor's Parcel Number 021-061-29 (the "Grantor's Property");

B. Grantee is a municipality and operates a municipal water and sewer system;

C. Grantor desires to grant an easement to Grantee over a portion of the Grantor Property, for the purposes of and on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

GRANT OF EASEMENT

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors, assigns, agents, and licensees a non-exclusive easement and right of way over, across, upon, under, and through that portion of the Grantor's Property more fully described on **Exhibit "A"** and shown on **Exhibit "A-1"** attached hereto and made a part hereof (the "**Easement Area**") to construct, alter, maintain, inspect, repair, reconstruct, and operate water system facilities, together with the appropriate main, markers, conduits, pipes, valve boxes, meters, fixtures, and any other facilities or appurtenances deemed necessary or convenient by Grantee to provide water service (hereinafter called "**Utility Facilities**").

2. **Access.** Grantee shall have at all times ingress and egress to the Easement Area, including over the Grantor's Property to the extent reasonably necessary, for the purposes set forth above.

3. **Hold Harmless.** Subject to the limitation of NRS Chapter 41 and Paragraph 4 below, Grantee shall indemnify, defend, and hold Grantee harmless from and against any loss, damage or injury suffered or sustained by Grantor for any injury to persons or damage to the personal property or improvements located on the Grantor's Property, caused by any negligent act or omission of Grantee in constructing, maintaining, and operating the Utility Facilities in the Easement Area. Subject to Paragraph 4 below, upon completion of any use or work, Grantee shall restore the Easement Area to the condition it was in prior to the commencement of any such use or work.

4. **No Interference.** Grantor shall not, without Grantee's prior written consent in Grantee's sole discretion, plant, erect or construct, nor permit to be planted, erected or constructed, within the Easement Area, any shrubs, trees, buildings, fences, structures, or any other improvement or obstruction which in the sole discretion of Grantee interferes with Grantee's access to and use of the Easement Area for the intended purposes, nor shall Grantor engage in or permit any activity to occur within the Easement Area which in the reasonable judgment of Grantee is inconsistent with Grantee's use of the Easement Area. Grantor may be allowed to construct pavement across the easement area owned by Grantee. Grantee reserves the right to remove paving at any time without notice to or permission of Grantor. Grantor shall bear the obligation of any replacement of said pavement.

5. **Reimbursement for Breach.** Grantor shall reimburse Grantee for the reasonable costs incurred by Grantee as a result of Grantor's breach of any covenant of Grantor set forth herein. Grantee shall reimburse Grantor for the reasonable costs incurred by Grantor as a result of Grantee's breach of any covenant of Grantee set forth herein.

6. **Relocation of Easement Area and Utility Facilities.** Grantor may, at any time, request the relocation of the Easement Area and Utility Facilities to a new

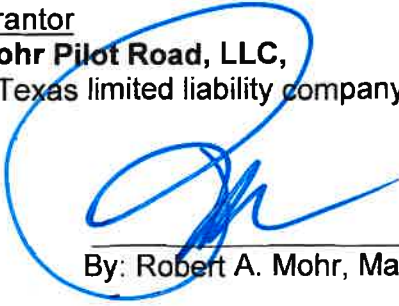
location on the Grantor Property, and Grantee agrees to perform such relocation provided (i) such new location is suitable to Grantee for Grantee's intended purposes, as determined by Grantee; (ii) Grantor conveys to Grantee an equivalent easement in the new location; and (iii) Grantor pay for all reasonable out-of-pocket costs and expenses incurred by Grantee arising from or related to the relocation of the Utility Facilities, whether on or off the Grantor Property, including design costs and retirement of existing facilities.

THIS GRANT OF EASEMENT and the terms contained herein are granted in gross to Grantee and shall run with the land as a servitude upon the Grantor's Property, and shall be binding upon the successors, agents and assigns of Grantor and Grantee, and all rights herein granted may be freely assigned.

TO HAVE AND TO HOLD all and singular the said premises, granted together with the appurtenances, unto said Grantee, its successors, agents and assigns forever.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents duly to be executed the day and year first above written.

Grantor
Mohr Pilot Road, LLC,
a Texas limited liability company


By: Robert A. Mohr, Manager

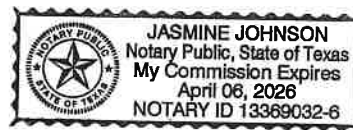
STATE OF Texas)
: ss.
COUNTY OF Dallas)

On September 19th, 2023, before me, Jasmine Johnson, notary public, personally appeared Robert A. Mohr, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


NOTARY PUBLIC



**EXHIBIT A
LEGAL DESCRIPTION FOR
30' WATERLINE EASEMENT**

All that certain real property situate within a portion of the East One-Half (E 1/2) of Section Ten (10), Township Twenty (20) North, Range Twenty-four (24) East, Mount Diablo Meridian, City of Fernley, County of Lyon, State of Nevada, being a portion of Parcel 1 per Parcel Map for 1000 Pilot Road LLC, recorded on November 13, 2015 as File No. 543634, filed in the Official Records of Lyon County, Nevada, and being more particularly described as follows:

COMMENCING at the Southeasterly corner of said Parcel 1, from which the Northeasterly corner of said Section 10 bears North 21°41'08" East a distance of 3,427.23 feet;
THENCE along the easterly boundary of said Parcel 1, North 14°37'42" East a distance of 4.36 feet, to the POINT OF BEGINNING;
THENCE North 75°26'10" West a distance of 104.68 feet;
THENCE North 30°26'00" West a distance of 35.21 feet;
THENCE North 75°26'10" West a distance of 1,365.83 feet, to the westerly boundary of said Parcel 1;
THENCE along said westerly boundary the following two courses:
1) North 01°07'35" East a distance of 181.94 feet;
2) North 01°09'48" East a distance of 469.33 feet;
THENCE departing said westerly boundary North 45°00'00" East a distance of 72.17 feet;
THENCE North 01°09'48" East a distance of 34.18 feet to the Northerly boundary of said Parcel 1;
THENCE along said northerly boundary South 79°34'20" East a distance of 30.41 feet;
THENCE departing said northerly boundary South 01°09'48" West a distance of 41.33 feet;
THENCE South 45°00'00" West a distance of 72.20 feet;
THENCE South 01°09'48" West a distance of 457.24 feet;
THENCE South 01°07'35" West a distance of 158.26 feet;
THENCE South 75°26'10" East a distance of 1,354.58 feet;
THENCE South 30°26'00" East a distance of 35.21 feet;
THENCE South 75°26'10" East a distance of 92.26 feet, to the easterly boundary of said Parcel 1;
THENCE along said Easterly boundary South 14°33'50" West a distance of 30.00 feet, to the POINT OF BEGINNING;

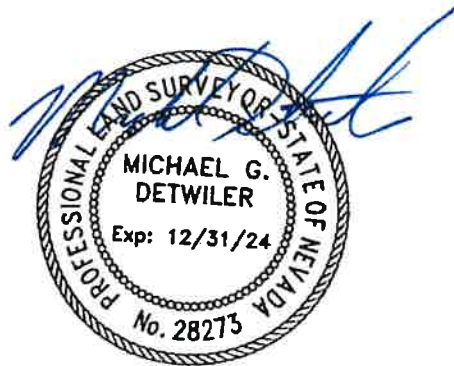
Containing 67,119 square feet of land, more or less.

The Basis of Bearings:

Nevada State Plane Coordinate System, West Zone, North American Datum of 1983/1994, per the Map to Support Annexation of Certain Lands to the City of Fernley, Nevada, File No. 262776, filed in the official records of Lyon County, Nevada on June 28, 2001. all dimensions shown are ground distances. combined grid-to-ground factor = 1.00026949561.

*See Exhibit "A-1", plat to accompany description,
attached hereto and made a part hereof.*

Prepared by:
Wood Rodgers, Inc.
1361 Corporate Boulevard
Reno, NV 89502

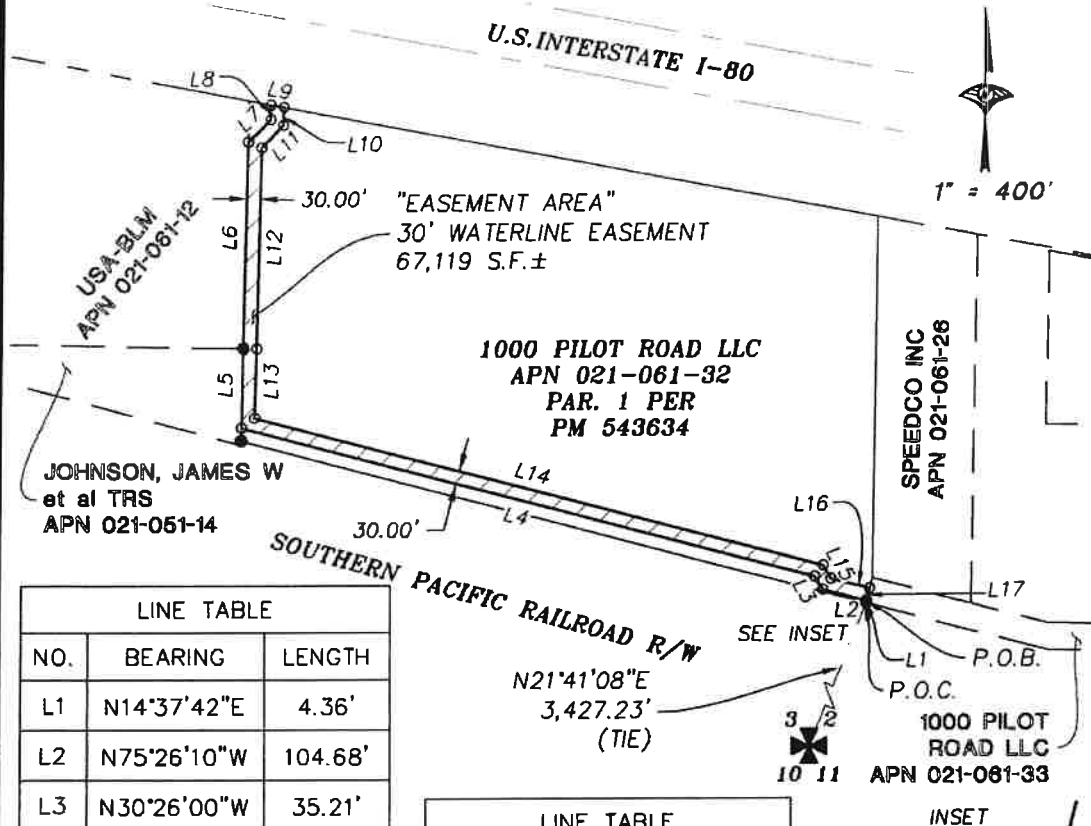


Michael G. Detwiler, P.L.S.
Nevada Certificate No. 28273

EXHIBIT A-1

PLAT TO ACCOMPANY

30' WATER LINE EASEMENT
BEING A PORTION OF THE E 1/2 OF SECTION 10
TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.M.
FERNLEY LYON COUNTY NEVADA



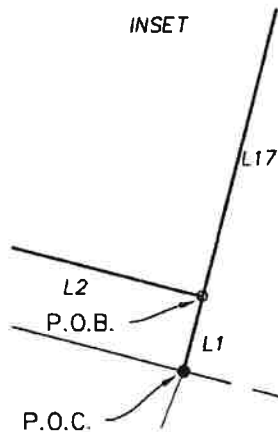
LINE TABLE		
NO.	BEARING	LENGTH
L1	N14°37'42"E	4.36'
L2	N75°26'10"W	104.68'
L3	N30°26'00"W	35.21'
L4	N75°26'10"W	1365.83'
L5	N1°07'35"E	181.94'
L6	N1°09'48"E	469.33'
L7	N45°00'00"E	72.17'
L8	N1°09'48"E	34.18'
L9	S79°34'20"E	30.41'
L10	S1°09'48"W	41.33'
L11	S45°00'00"W	72.20'
L12	S1°09'48"W	457.24'

LINE TABLE		
NO.	BEARING	LENGTH
L13	S1°07'35"W	158.26'
L14	S75°26'10"E	1354.58'
L15	S30°26'00"E	35.21'
L16	S75°26'10"E	92.26'
L17	S14°33'50"W	30.00'

LEGEND

FOUND MONUMENT ●

DIMENSION POINT ○



JOB NO. 4005034
SHEET 1 OF 1



WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

1361 Corporate Blvd
Reno, NV 89502

Tel 775.823.4068
Fax 775.823.4068

J:\Jobs\4005_Misc_Mapping\034_Commerce_Center_Dr_0A\Geomatics\Legals_exhibits\Sept_2023_Update_V-E\SWT-COMM-CNTR-APN-021-061-32.dwg 9/14/2023 9:02 AM Michael Detwiler



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Shay League

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Resolution
Motion

AGENDA ITEM:

(For Possible Action) Discussion and possible action on Resolution #23-015 as it pertains to an annexation application (ANX23001) submitted by Summit Engineering on behalf of Lansing Companies regarding a request to annex into the City of Fernley 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).

AGENDA ITEM BRIEF:

This item relates to a resolution of *intent* to annex this parcel into City of Fernley. Should Council decide to adopt this resolution, the Lyon County Board of Commissioners will have the opportunity to determine whether they approve or disapprove the annexation. Should the Board of Commissioners approve the annexation, the applicant will then file the official annexation map with the Lyon County Recorder.

RECOMMENDED MOTION:

Approval

"I move to adopt the findings related to considerations of approval AX1 through AX4 as presented in the staff report. I further move to adopt Resolution 23-015 to declare intent to annex APN: 021-581-07 into the 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."

or

Denial

"Based on information received in written materials and the public hearing on this matter, I move to deny the annexation request associated with ANX23001 and Resolution 23-015 because I am unable to make the

following required findings:"

"I am unable to make finding _____ as it relates to _____. " *(Repeat for each applicable finding.)*

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 other specific language has been provided, any motion that complies with City of Fernley Planning Commission parliamentary procedure is appropriate.

BACKGROUND:

In 2020, Esplanade Investments LLC and Gardens on Green Bay LLC purchased this parcel with the intention of developing Nevada Parkway Industrial Center. The parcel is currently vacant and surrounded by similarly vacant parcels, but abuts land undergoing the development process as part of the Victory Logistics project. Completion of the Victory Logistics project will extend the City of Fernley's industrial core northward towards this parcel.

City of Fernley Planning Commission voted 5-0 (with one Commissioner absent and one seat open) on October 11, 2023 to recommend City Council adopt the findings related to considerations of approval AX1 through AX4 as presented in the staff report. They further recommended Council adopt a resolution to annex 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.

Planning Commission had the following questions for staff:

Does Lyon County have a say in whether or not City of Fernley may annex this parcel?

Staff answer: Yes. If City Council decides to annex, the item then goes to the Lyon County Board of Commissioners for another public hearing.

How will this affect property taxes?

Staff answer: Lyon County will lose some short-term revenue from property taxes on this parcel; however, Lyon County is likely to benefit more in the long run from allowing the annexation. Annexation into the City of Fernley will allow this parcel to develop, which in turn will generate state sales tax (a portion of which will return to Lyon County through the C-tax).

CONSIDERATIONS FOR APPROVAL:

AX1. The request conforms to the requirements of NRS chapter 268.

Factors that must be considered in the review of an annexation proposal include, but are not limited to:

1. Population, population density, land area and land uses, per capita assessed valuation, topography, including natural boundaries and drainage basins, proximity to other populated areas, and the likelihood of significant growth in the area and in adjacent incorporated and unincorporated areas during the next 10 years.

The subject parcel and surrounding parcels are currently vacant. The nearest land uses are industrial in nature. This area is designated as being in the North Fernley Future Development Area in the City of Fernley Comprehensive Plan.

2. The need for organized community services, the present cost and adequacy of governmental services and controls in the area, probable future needs for such services and controls, and the probable effect of the

proposed formation and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.

Because the subject parcel is within the North Fernley Future Development Area, Staff recommends it not be allowed to develop if annexed until the North Fernley Area Plan is complete. This will allow for a better determination regarding how to address the need for organized community services, etc. in the area.

3. The effect of the proposed annexation and of alternative actions on adjacent areas, on mutual social and economic interests and on the local governmental structure of the county.

The proposed annexation is expected to eventually have a positive impact on the mutual social and economic interests of City of Fernley and Lyon County. As it currently exists, the parcel is in an outlying portion of Lyon County that cannot serve an industrial facility with the types of utilities needed. If annexed to City of Fernley, and planned for adequately during the area plan process, staff believes this parcel may be developed to the mutual economic benefit of Lyon County and City of Fernley.

4. The effect of the proposed annexation and of alternative actions upon the availability and requirement of water and other natural resources throughout the affected area.

As part of the City of Fernley development process, the applicant will be required to ensure adequate water access to the subject parcel.

5. Any determination by the Bureau of Land Management that the territory proposed to be annexed is suitable for residential, commercial, or industrial development, or will be opened to private acquisition.

Not Applicable. This parcel is not being annexed from the Bureau of Land Management.

6. The consistency of the annexation proposal with any applicable comprehensive regional plan, area plan or master plan and any program of annexation adopted and certified pursuant to NRS 268.625.

This parcel is currently designated by the Lyon County Comprehensive Master Plan as a cooperative planning area. The county expects this parcel to be developed by (or with the input of) City of Fernley. The City of Fernley Comprehensive Master Plan currently designates this parcel as General Rural, and as part of the North Fernley Future Development Area. Staff's recommendation is that City of Fernley keep our General Rural land use designation and convert the zoning from Lyon County's RR5 to our GR20 if the parcel is annexed. The GR20 is expected to be a placeholder zoning designation until the area plan process indicates a preferred land use.

AX2. The request conforms to the findings established for annexation:

Location of the property to be considered for annexation

The parcel is contiguous to current City of Fernley boundaries.

The logical extension of City limits

Because this parcel is contiguous, and because we are looking toward future development near this area, this could be considered a logical extension of City limits.

The need for expansion to accommodate planned regional growth

Though the area plan is not yet complete, this area is primed for development of an extensive industrial area. This parcel hopes to develop in the same manor and it would be much easier for the developer to succeed in their endeavor if the parcel were a part of City of Fernley rather than Lyon County.

The location of existing and planned water and sewer service

It would be inefficient for Lyon County to provide water and sewer service to this parcel. While it would currently also be inefficient for City of Fernley to provide these services, we hope to address that through the area plan process.

Community goals that would be met by the proposed annexation

The applicant's response to community goals that would be met by the proposed annexation may be found in the attached "Applicant Narrative". Staff was unable to identify any of our 214 goals and action strategies that apply specifically to this project. There are some action strategies that we apply to our development application process in general; however, this project does not appear to directly support any of them.

The efficient and cost-effective provision of service areas and capital facilities

City of Fernley does not yet know the best manner to provide efficient and cost-effective services to this

area; however, we are currently working on an area plan to address that question.

Fiscal analysis regarding the proposed annexation

The submitted fiscal impact analysis is attached to this report for your consideration. It reports that City of Fernley should expect this project to generate a \$1.9 revenue surplus over a 20-year analysis period and a \$3 million revenue surplus over the 40-year analysis period for the General Fund. Much of the revenue in the report appears to be attributed to our building and planning fees.

Whether Lyon County has adopted a community management plan for the proposed annexation area

Lyon County has not adopted a community management plan for the proposed annexation area.

Whether the annexation creates any islands

This annexation would not create any islands.

Any other factors concerning the proposed annexation deemed appropriate for consideration by the City Council

Staff has not identified any additional factors to consider, but is happy to provide information regarding any factors that Planning Commission or Council deem appropriate for consideration.

AX3. The property requested to be annexed conforms to the master plan.

If 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. 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.

AX4. Public notice was given, and a public hearing held per the requirements of the development code.

Staff certifies that public notice was given in compliance with Nevada Revised Statutes and Title 32 of Fernley Municipal Code; the applicant's parcel is the only parcel proposed for annexation and an advertisements for the two public hearings appeared in the Reno Gazette Journal on September 24, 2023 and October 15, 2023. In addition to the minimum requirements, Planning Department also mailed notice letters to parcels within 1.3 miles of the property boundary to ensure notice of 30 individual property owners that are not public agencies. A public hearing was held at Planning Commission on October 11, 2023 and a second public hearing will be held at City Council during the November 15, 2023 meeting.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

[Nevada Revised Statutes \(NRS\), Chapter 268](#) - Powers and Duties Common to Cities and Towns

[Fernley Municipal Code \(FMC\), Title 32](#) - Development Code

Specific

[NRS 268.610 - 268.671](#) - Annexation by Cities in Other Counties

[FMC Section 32.03.040\(a\)](#) - Annexation

Note

This list and links for relevant laws, statutes, and regulations is intended for convenient reference and is not all-inclusive. Planning Department will ensure all links are active and relevant until the November 15, 2023 City Council meeting, but does not guarantee the links will remain accurate or relevant after that date.

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Resolution #23-015 - ANX23001
2. Vicinity Map
3. Applicant Narrative
4. Fiscal Impact Analysis

CITY OF FERNLEY
RESOLUTION # 23-011

A RESOLUTION OF THE CITY OF FERNLEY, ASSOCIATED WITH CASE FILE ANX23001, TO DECLARE INTENTION TO ANNEX INTO THE CITY OF FERNLEY THE ±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).

WHEREAS, Fernley City Council desires to initiate annexation proceedings pursuant to Nevada Revised Statutes Chapter 268; and

WHEREAS, the City of Fernley lies within Lyon County which has a population of fewer than 100,000 people; and

WHEREAS, Fernley City Council deems it necessary to annex this territory; and

WHEREAS, this territory is contiguous to City of Fernley; and

WHEREAS, a legal description of the territory to be annexed is set forth in Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, a plat of the territory to be annexed is set forth in Exhibit B attached hereto, by this reference incorporated herein, and shall be filed in the office of the Fernley City Clerk;

NOW, THEREFORE BE IT RESOLVED, this Resolution of Intent to Annex is hereby adopted and approved by the Fernley City Council. The Lyon County Board of Commissioners is hereby requested to take proceedings for the annexation of the territory described in Exhibit A and depicted in Exhibit B, according to the terms and conditions stated above, and in the manner provided by Nevada Revised Statutes Chapter 268.

BE IT FURTHER RESOLVED, the above recitals are true and correct and are incorporated as findings of the Fernley City Council;

BE IT FURTHER RESOLVED, the City Clerk is directed and authorized to take such further action as necessary and reasonable to implement the terms of this resolution.

RESOLUTION PASSED, APPROVED, AND ADOPTED this 15th day of November 2023, by the following vote of the Fernley City Council:

Aye: _____ Nay: _____ Abstention: _____ Absent: _____

FERNLEY CITY COUNCIL

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

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

EXHIBIT "A"
LEGAL DESCRIPTION
APN 021-581-07

Parcel 2 as shown on Map of Division into Large Parcels, for Johnson et al, Land Map No. 128, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on July 25, 1990, as File No. 1415467, Official Records.

Pursuant to Assembly Bill No. A.B. 440, on October 1, 2005, said land is now located in Lyon County, State of Nevada.

APN: 021-581-07

Description Prepared By:

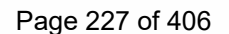
Ryan G. Cook, PLS 15224

Summit Engineering Corporation

5405 Mae Anne Ave., Reno, NV 89523

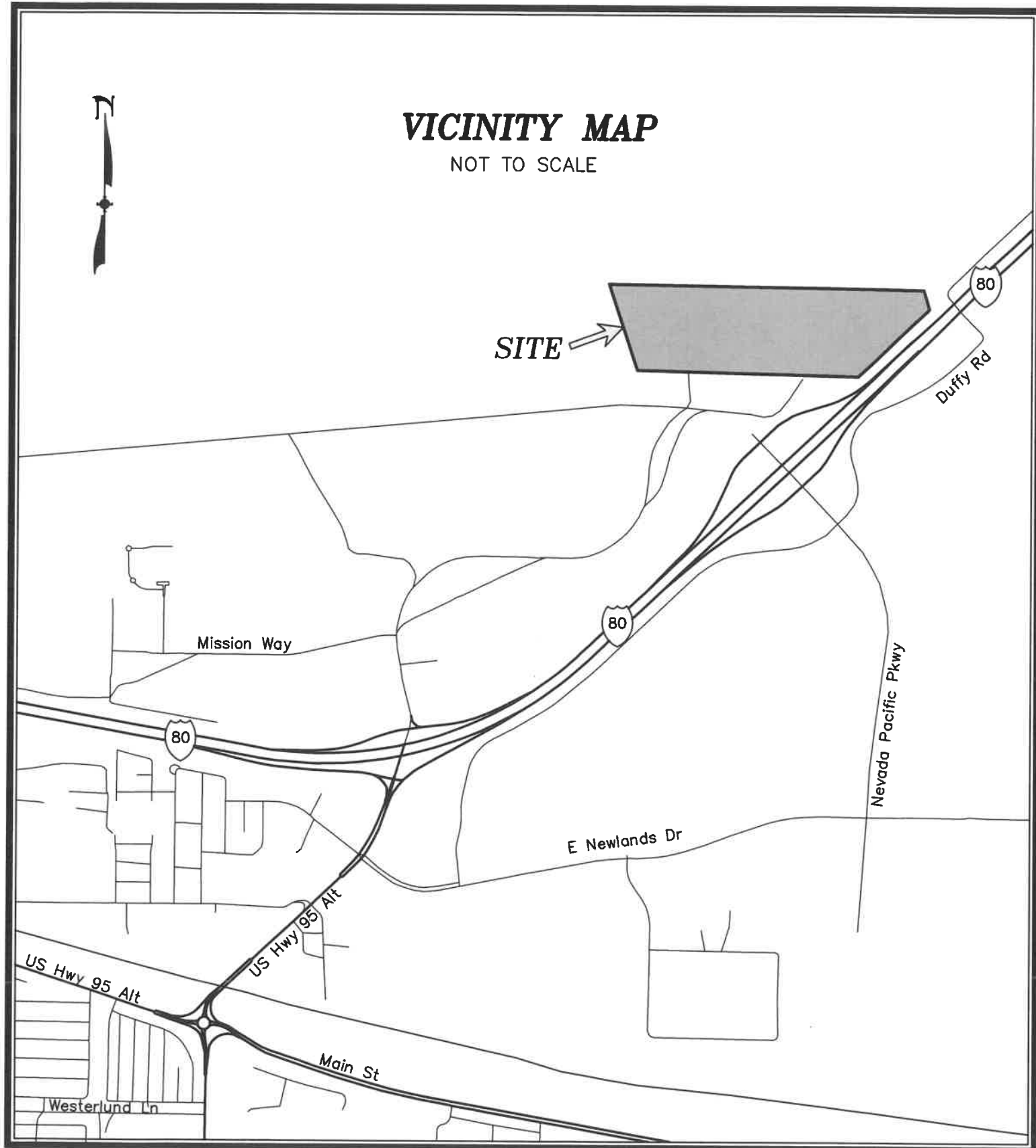
775-747-8550





VICINITY MAP

NOT TO SCALE



August 14, 2023

City of Fernley, Nevada
Planning Department
595 Silver Lave Boulevard
Fernley, NV 89408
Ph: (775) 784-9810

REQUEST FOR ANNEXATION – 155.06 ACRES – APN: 021-581-07

Pursuant to the items as required for the request to annex said property into the City of Fernley, the information is as follows:

LOCATION OF PROPERTY

The subject property is located on the north side of Interstate 80 at Nevada Pacific Parkway interchange, contiguous to the City of Fernley boundary.

LOGICAL EXTENSION OF CITY LIMITS

Being that the subject property is contiguous to the current City of Fernley boundary makes it easy to wrap said property within the city limits.

THE NEED FOR THE EXPANSION TO ACCOMMODATE PLANNED REGIONAL GROWTH WITHIN 7 YEARS

The future growth areas currently being seen are within the industrial zoned areas in and around Interstate 80 and Nevada Pacific Parkway. Mark IV Development and others have set the precedent with Victory Logistics, and we believe that our vision for future development within our said 155.06 acres will continue the trend for economic growth as a benefit to the City of Fernley.

UTILITIES - LOCATION OF WATER AND SEWER

Currently there is an existing water main that runs within or around the future Truck Inn Way alignment from Interstate 80 interchange at Flying J Truck Stop east to an existing water tank within our said 155.60 acres. The nearest existing sanitary sewer service is adjacent to the existing Flying Truck Stop to the west of said 155.60 acres.

ACCEPTED LEVEL OF SERVICE CAN BE PROVIDED

We currently have an existing oversize water main that passes through our said 155.60 acres the level of domestic water can be provided. If not we would propose a new water main in Truck Inn Way west to point of connection at Flying J Truck Stop. Furthermore, being that the proposed use is for a logistics center, the number of bathroom facilities needed for said buildings will be minimal. We would propose as an interim condition for commercial septic until such time as a gravity of force main sewer system is constructed west with the Truck Inn Way alignment west to tie in at the interchange by Flying J Truck Stop where existing sewer exists.

There is currently existing overhead power and telephone adjacent and with said 155.60 acres. We granted NV Energy a new overhead power transmission easement as an upgrade to the existing power / sub-station on the north side of Interstate 80. Furthermore, NV Energy is expanding the existing sub-station in conjunction with the future transmission line as proposed for future electrical service to the area.

CITY GOALS / POLICIES THAT WOULD BE MET BY U1E PROPOSED ANNEXATION

Pursuant to the Comprehensive Master Plan – Goals and Policies – Section 1.5, being that this proposed annexation for said 155.60 acres is for a proposed logistics center which will create jobs within the City of Fernley which will further support the need for affordable housing within the “CORE” area.

THE EFFICIENT AND COST-EFFECTIVE PROVISION OF SERVICE AREAS AND CAPITAL FACILITIES

If we are required to construct a new gravity or force main sewer system within Truck Inn Way from the existing sewer system at Flying J Truck Stop east to said 155.60 acres, we would work with the City of Fernley to design for future growth needs on the north side of interstate 80 to be serviced by said new sewer system.

FISCAL ANALYSIS REGARDING THE PROPOSED ANNEXATION DEMONSTRATING FISCALLY POSITIVE FOR 20 YEARS

Fiscal analysis is provided by EKAY Economics – Attached.

ARE THERE ANY ADOPTED PLANS FOR THE PROPOSED ANNEXATION AREA

None that we are aware of at this time.

DOES ANNEXATION CREATE AN ISLAND

The proposed annexation of said 155.60 acres borders the City of Fenley’s boundary to the south and east thus NO ISLAND is created by such annexation. The New City of Fernley boundary would wrap said 155.60 acres to the west and north property lines.

LIST OF ITEMS ATTACHED:

- a. Application / Letter of Authorization / Articles of Ownership
- b. Title Report
- c. Street / Vicinity Map
- d. Annexation / Boundary Map
- e. Survey Map / Legal Description – Wet Stamped by Professional Land Surveyor
- f. Conceptual Site Plan
- g. Fiscal Impact Analysis

Thank you for your consideration of our formal request to annex said 155.60 acres within the City of Fernley, Nevada.

Sincerely


Will Roberts
VP of Land Acquisition & Development
LANSING COMPANIES – RENO, NV
5190 Neil Road, Suite 420
Reno, NV 89502
C (702) 305-8638
P (775) 800-1459
Email: wroberts@lansingcompanies.com

NEVADA PACIFIC INDUSTRIAL PARK

City of Fernley Fiscal Impact Analysis

AUGUST 11, 2023

Prepared by:



EKAY Economic Consultants, Inc.
Economics for the changing world®

550 West Plumb Lane
Suite B459
Reno, NV 89509
(775) 232-7203
www.ekayconsultants.com

TABLE OF CONTENTS

EXECUTIVE SUMMARY I

DEVELOPMENT DESCRIPTION..... 1

METHODOLOGY..... 1

FINDINGS 2

Table 1. Fiscal Impact Analysis Results..... 3

Figure 1. Budget Impact 3

Figure 2. Fiscal Impact Analysis Results 4

LIMITING CONDITIONS & DISCLOSURES..... 5

APPENDICES 6

EXECUTIVE SUMMARY

Ekay Economic Consultants, Inc. (EEC) of Reno, Nevada was retained to conduct a fiscal impact analysis of the 155.6-acre Nevada Pacific Industrial Park located north of I-80 and Nevada Pacific Parkway and proposed to be annexed to the City of Fernley, Nevada. Project details and findings of the fiscal impact analysis are summarized below.

Project Overview

- The project is expected to include six buildings totaling 987,800 square feet of industrial space constructed on 155.6 acres.
- The project is expected to add 217,800 square feet of roads to the City of Fernley inventory upon development.

Fiscal Impact Findings

- The project is estimated to generate a **\$1.9 million revenue surplus** (net fiscal impact) over the 20-year and **\$3.0 million** over the 40-year analysis periods for the City of Fernley's General Fund.
 - The project is estimated to generate \$3.5 million in revenue for the General Fund over the 20-year and \$7.7 million over the 40-year analysis periods. This includes property tax and building permit/planning fee revenue.
 - The project is estimated to generate \$0.5 in operating expenditures for the City's General Fund over the 20-year and \$1.0 million over the 40-year analysis periods. This includes expenditures for the Public Works and Building and Planning departments.
 - The project is also estimated to generate \$1.1 million in infrastructure replacement costs over the 20-year and \$3.7 million over the 40-year analysis periods.
- The project will have a **positive** fiscal impact on the City of Fernley.

DEVELOPMENT DESCRIPTION

The project will be constructed on 155.6 acres of land proposed to be annexed to the City of Fernley, Nevada. Upon completion, the project will deliver approximately 987,800 square feet of industrial building space across six buildings, with construction expected to start in two years and continue over an 11-year buildout period. The fiscal impact analysis includes estimates of the impact of the project over this period, plus an additional twenty nine years for a total analysis period of 40 years.

Detailed project information, including acres and building square feet developed by use type, by year, is shown in Appendix 1 at the end of this report.

METHODOLOGY

City of Fernley is working with a consulting company, Verdunity, to arrive at a methodology for estimating fiscal impacts of future projects on the City. A tool has been created for City staff to estimate fiscal impacts of projects based on project-related information provided by developers.

EEC was provided a copy of the "Development Fiscal Impact Analysis Tool Methodology and Instructions" report by Verdunity, dated July 2021. The report outlined much of the methodology and assumptions behind the City's fiscal impact tool. EEC provided a number of questions to the City regarding this methodology, answers to which were not received prior to the due date of this report. As a result, findings of the fiscal impact analysis contained in this report, which are based on our understanding of Verdunity's methodology, may need to be updated as additional information becomes available.

The following assumptions were made in this analysis:

1. In order to estimate the fiscal impact of the project on the City, the analysis assumes the project is successfully annexed to the City of Fernley, generating city-based revenues and expenditures.
2. Industrial land and improvement values for the project are unavailable at this early stage in the planning process. As a result, the analysis uses average taxable land and

improvement values for nearby industrial uses in City of Fernley, as these provide the latest market information for similar products in the City. Detailed information for this assumption is shown in Appendix 1.

3. The Verdunity methodology covers all General Fund revenues and expenditures. However, it assumes non-residential developments only impact some of these sources. For this industrial development, EEC estimated revenues associated with property tax and building/planning fees only. Operating expenditures for only Public Works and Building and Planning services are included.
4. Additionally, the Verdunity methodology includes a discussion of an estimate of the long-term impact of a project on infrastructure costs to replace and repair city streets. However, no actual cost for this estimate is provided in the Verdunity report. EEC uses street replacement costs for the City of Sparks of \$7 per square foot in 2018 dollars, inflated and rounded to a conservative \$8.50 per square foot for this analysis in 2023 dollars. City of Sparks street replacement occurs 20 years after road construction. As a result, two periods of total road replacement are included in the analysis to cover the 40-year analysis period.
5. The Verdunity report provides no discussion of inflation, as a result, no inflation adjustments have been made to any estimates over the 40-year analysis period.
6. Additional information for revenue and cost estimate methodology, sources of data, calculations, and findings is provided in the appendices attached to this report.

FINDINGS

Findings of the fiscal impact analysis are presented below using table and figure templates from the Verdunity report. Appendices 1-3 attached to this narrative include a detailed calculation of these revenues and expenditures by year and use type, as well as a detailed discussion of all methodology, data, and assumptions.

Nevada Pacific Industrial Park-Fiscal Impact Analysis

Table 1. Fiscal Impact Analysis Results

Non-Inflated Values	Buildout	10 Years	20 Years	30 Years	40 Years
Property Tax Revenue	\$ 1,115,234	\$ 904,028	\$ 3,016,085	\$ 5,128,142	\$ 7,240,198
One-Time Fee Revenue	512,065	434,097	512,065	512,065	512,065
Total Revenue	\$ 1,627,299	\$ 1,338,125	\$ 3,528,150	\$ 5,640,207	\$ 7,752,263
Commercial Expense	\$ 252,072	\$ 252,072	\$ 504,144	\$ 756,216	\$ 1,008,288
Savings for Streets	-	-	1,149,083	2,425,841	3,702,600
Total Costs	\$ 252,072	\$ 252,072	\$ 1,653,227	\$ 3,182,057	\$ 4,710,888
Net Fiscal Impact	\$ 1,375,227	\$ 1,086,053	\$ 1,874,923	\$ 2,458,149	\$ 3,041,375
Per Acre-Revenue	\$ 10,458	\$ 8,600	\$ 22,674	\$ 36,248	\$ 49,822
Per Acre-Expense	1,620	1,620	10,625	20,450	30,276
Per Acre-Net Impact	\$ 8,838	\$ 6,980	\$ 12,050	\$ 15,798	\$ 19,546

Figure 1. Budget Impact

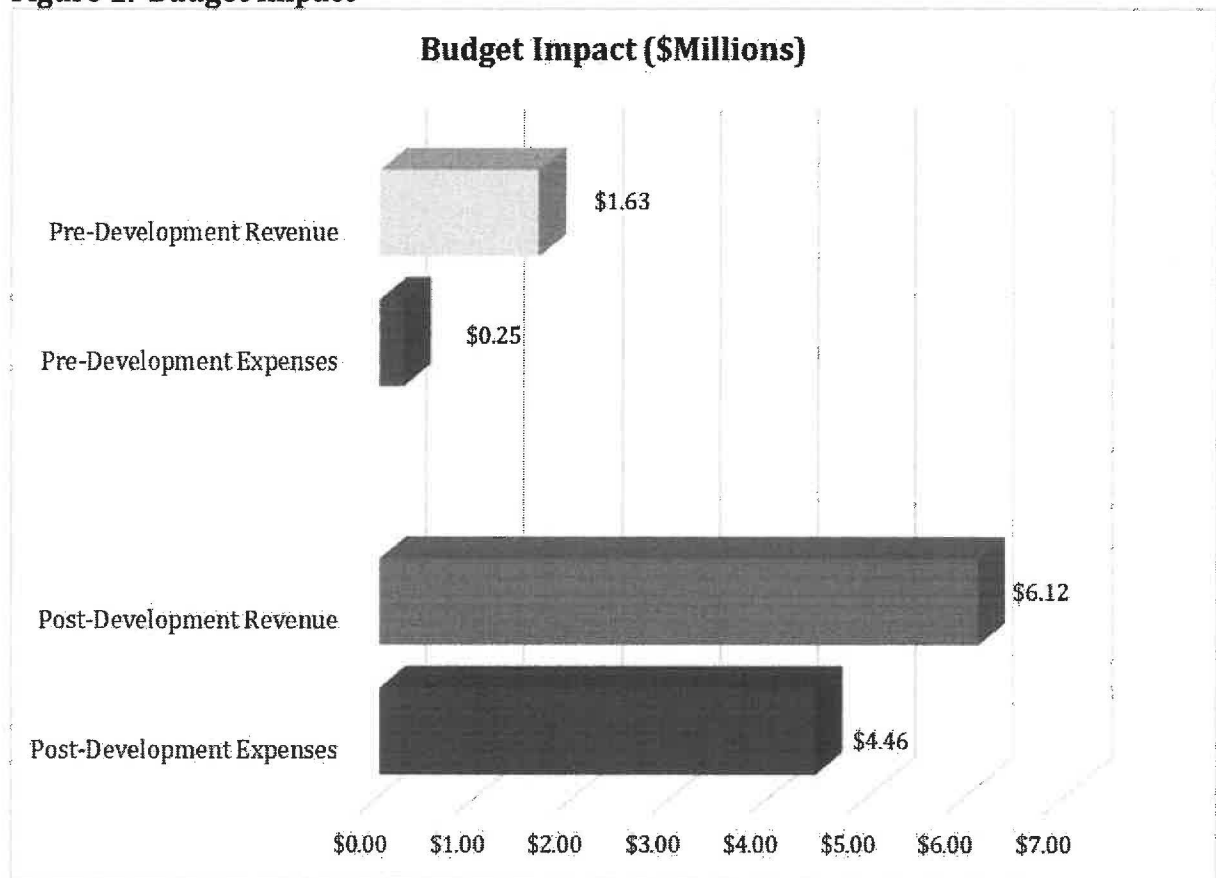
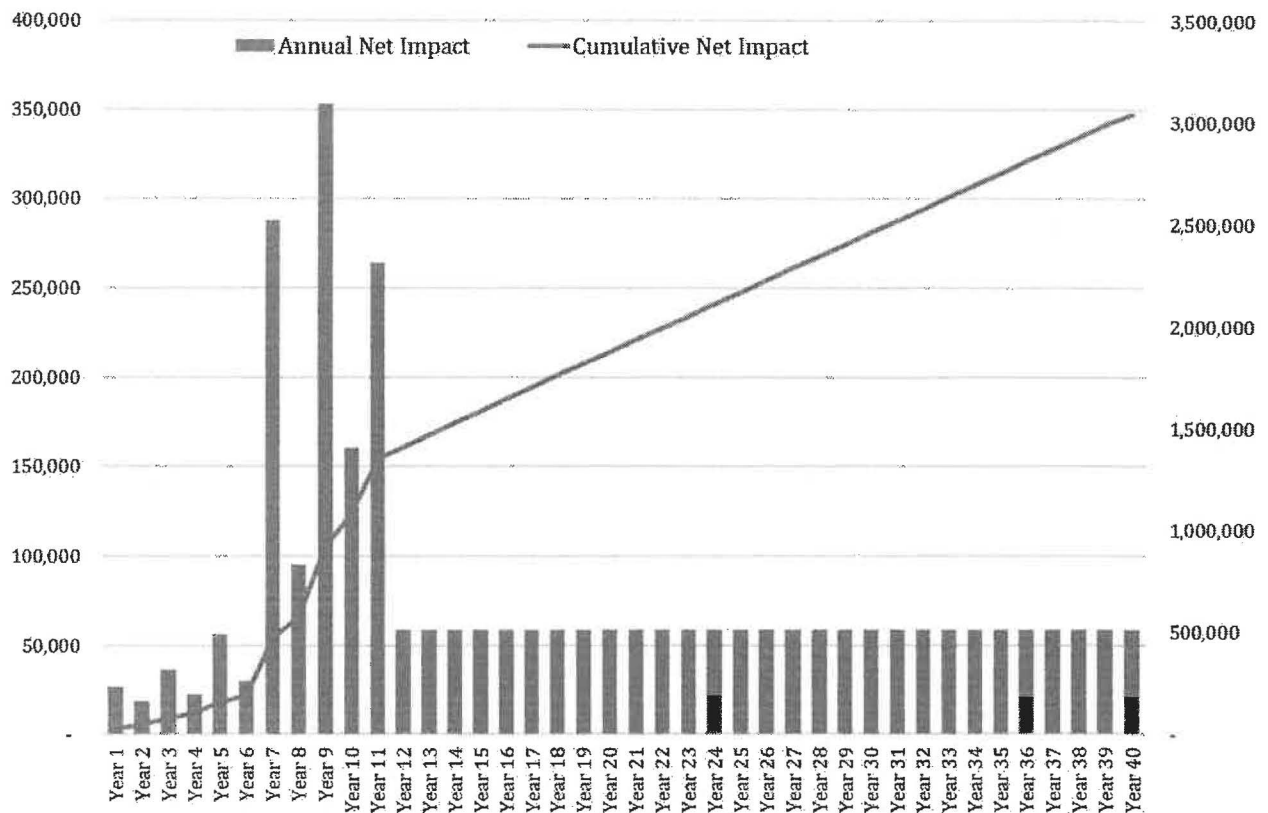


Figure 2. Fiscal Impact Analysis Results



The project is estimated to generate a \$1.9 million revenue surplus (net fiscal impact) over the 20-year and \$3.0 million over the 40-year analysis periods for the City of Fernley's General Fund. This includes \$3.5 million in revenue for the General Fund over the 20-year and \$7.7 million over the 40-year analysis periods generated through property tax and building permit/planning fee revenues.

The project is estimated to generate \$0.5 million in operating expenditures for the General Fund over the 20-year and \$1.0 million over the 40-year analysis periods. This includes expenditures for the Public Works and Building and Planning departments. The project is also estimated to generate \$1.1 million in infrastructure replacement costs over the 20-year and \$3.7 million over the 40-year analysis periods.

The project will have a **positive** fiscal impact on the City of Fernley as project-related revenues significantly exceed project costs, including long-term infrastructure replacement costs.

LIMITING CONDITIONS & DISCLOSURES

In the preparation of this report, EEC asserts:

- The report is to be used in its entirety, and no part is to be used without the whole.
- In preparing this report, EEC relied on information provided by other individuals or found in previously existing records and/or documents. This information is assumed to be reliable. However, no warranty, either expressed or implied, is given by EEC for the accuracy of such information and EEC assumes no responsibility for information relied upon later found to have been inaccurate.
- EEC may amend this report in the event additional documents and/or other material discovered subsequent to the submission of this report and pertinent to the report and/or the conclusions contained herein are made available.
- EEC assumes no responsibility for economic, physical, or demographic factors, which may affect or alter the opinions of this report if said economic, physical, or demographic factors were not present or known as of the date of this report.
- Possession of this report, or a copy of this report, does not carry with it the right of publication. Without the consent of EEC, this report may not be used for any purpose by any person other than the party for whom this report was prepared.

APPENDICES

**APPENDIX I
BUILDOUT ASSUMPTIONS**

<u>YEAR</u>	<u>USE TYPE</u>	<u>SQ.FT. ADDED</u>	<u># OF ACRES</u>	<u>ESTIMATED LAND VALUE</u>	<u>ESTIMATED IMPROV. VALUE</u>	<u>BUILD. PERMIT VALUATION</u>
Year 1	Building 1	8,500			\$ 616,250	\$ 787,440
	Building 2	-			-	-
	Building 3	-			-	-
	Building 4	-			-	-
	Building 5	-			-	-
	Building 6	-			-	-
Subtotal		8,500	155.60	\$ 17,982,827	616,250	787,440
Year 2	Building 1	-			-	-
	Building 2	-			-	-
	Building 3	-			-	-
	Building 4	-			-	-
	Building 5	-			-	-
	Building 6	-			-	-
Subtotal		-	-	-	-	-
Year 3	Building 1	-			-	-
	Building 2	20,000			1,450,000	1,852,800
	Building 3	-			-	-
	Building 4	-			-	-
	Building 5	-			-	-
	Building 6	-			-	-
Subtotal		20,000	-	-	1,450,000	1,852,800
Year 4	Building 1	-			-	-
	Building 2	-			-	-
	Building 3	-			-	-
	Building 4	-			-	-
	Building 5	-			-	-
	Building 6	-			-	-
Subtotal		-	-	-	-	-
Year 5	Building 1	-			-	-
	Building 2	-			-	-
	Building 3	45,000			3,262,500	4,168,800
	Building 4	-			-	-
	Building 5	-			-	-
	Building 6	-			-	-
Subtotal		45,000	-	-	3,262,500	4,168,800
Year 6	Building 1	-			-	-
	Building 2	-			-	-
	Building 3	-			-	-
	Building 4	-			-	-
	Building 5	-			-	-
	Building 6	-			-	-
Subtotal		-	-	-	-	-
Year 7	Building 1	-			-	-
	Building 2	-			-	-
	Building 3	-			-	-
	Building 4	-			-	-
	Building 5	382,400			27,724,000	35,425,536
	Building 6	-			-	-
Subtotal		382,400	-	-	27,724,000	35,425,536

**APPENDIX 1
BUILDOUT ASSUMPTIONS**

<u>YEAR</u>	<u>USE TYPE</u>	<u>SQ.FT. ADDED</u>	<u># OF ACRES</u>	<u>ESTIMATED LAND VALUE</u>	<u>ESTIMATED IMPROV. VALUE</u>	<u>BUILD. PERMIT VALUATION</u>
Year 8	Building 1	-	-	-	-	-
	Building 2	-	-	-	-	-
	Building 3	-	-	-	-	-
	Building 4	-	-	-	-	-
	Building 5	-	-	-	-	-
	Building 6	-	-	-	-	-
Subtotal		-	-	-	-	-
Year 9	Building 1	-	-	-	-	-
	Building 2	-	-	-	-	-
	Building 3	-	-	-	-	-
	Building 4	-	-	-	-	-
	Building 5	382,400	-	-	27,724,000	35,425,536
	Building 6	-	-	-	-	-
Subtotal		382,400	-	-	27,724,000	35,425,536
Year 10	Building 1	-	-	-	-	-
	Building 2	-	-	-	-	-
	Building 3	-	-	-	-	-
	Building 4	-	-	-	-	-
	Building 5	-	-	-	-	-
	Building 6	-	-	-	-	-
Subtotal		-	-	-	-	-
Year 11	Building 1	-	-	-	-	-
	Building 2	-	-	-	-	-
	Building 3	-	-	-	-	-
	Building 4	-	-	-	-	-
	Building 5	-	-	-	-	-
	Building 6	149,500	-	-	10,838,750	13,849,680
Subtotal		149,500	-	-	10,838,750	13,849,680
TOTAL		987,800	155.60	\$ 17,982,827	\$ 71,615,500	\$ 91,509,792

APPENDIX 1, ASSUMPTIONS:

1. The following information represents the Developer's best estimate and market data as of the date of this report:

<u>Building</u>	<u>Building Square Feet</u>	<u>Land Acres</u>
Building 1	8,500	
Building 2	20,000	
Building 3	45,000	
Building 4	382,400	
Building 5	382,400	
Building 6	149,500	
Total	987,800	155.6

Source: Development acreage, buildout schedule, and square footage data from Developer.

<u>Land Use</u>	<u>Land Use Code</u>	<u>Land Value/Acre</u>	<u>Improv. Value/Sq.Ft.</u>
Industrial	500/510	\$ 115,571	\$ 72.50

Land and improvement value information from actual taxable values for similar land uses in the City of Fernley, data from Lyon County Assessor's website for FY 2023-24. The analysis is conservative in not inflating these values over the analysis period.

2. Building Permit Valuation is estimated at \$ 92.64 per square foot for industrial uses.
 Source: International Code Council, Building Valuation Data – August 2020 as posted on the City of Fernley Building Department Document Center. Data for Factory and Industrial, IIIA building type.

**APPENDIX 2
CITY OF FERNLEY
ESTIMATED GENERAL FUND REVENUE**

<u>YEAR</u>	<u>LAND USE</u>	<u>TOTAL TAXABLE VALUE</u>	<u>CUMULATIVE TOTAL TAX VALUE</u>	<u>BUILDING PERMIT VALUATION</u>	<u>REAL PROP. TAX REVENUE</u>	<u>BUILD. PERMIT & PLAN CHECK REVENUE</u>	<u>TOTAL REVENUE</u>
Year 1	Industrial	\$ 18,599,077	\$ 18,599,077	\$ 787,440	\$ 43,843	\$ 7,779	\$ 51,621
Year 2	Industrial	-	18,599,077	-	43,843	-	43,843
Year 3	Industrial	1,450,000	20,049,077	1,852,800	47,261	14,031	61,291
Year 4	Industrial	-	20,049,077	-	47,261	-	47,261
Year 5	Industrial	3,262,500	23,311,577	4,168,800	54,951	26,374	81,325
Year 6	Industrial	-	23,311,577	-	54,951	-	54,951
Year 7	Industrial	27,724,000	51,035,577	35,425,536	120,304	192,957	313,260
Year 8	Industrial	-	51,035,577	-	120,304	-	120,304
Year 9	Industrial	27,724,000	78,759,577	35,425,536	185,656	192,957	378,613
Year 10	Industrial	-	78,759,577	-	185,656	-	185,656
Year 11	Industrial	10,838,750	89,598,327	13,849,680	211,206	77,968	289,174
Year 12	Industrial	-	89,598,327	-	211,206	-	211,206
Year 13	Industrial	-	89,598,327	-	211,206	-	211,206
Year 14	Industrial	-	89,598,327	-	211,206	-	211,206
Year 15	Industrial	-	89,598,327	-	211,206	-	211,206
Year 16	Industrial	-	89,598,327	-	211,206	-	211,206
Year 17	Industrial	-	89,598,327	-	211,206	-	211,206
Year 18	Industrial	-	89,598,327	-	211,206	-	211,206
Year 19	Industrial	-	89,598,327	-	211,206	-	211,206
Year 20	Industrial	-	89,598,327	-	211,206	-	211,206
Year 21	Industrial	-	89,598,327	-	211,206	-	211,206
Year 22	Industrial	-	89,598,327	-	211,206	-	211,206
Year 23	Industrial	-	89,598,327	-	211,206	-	211,206
Year 24	Industrial	-	89,598,327	-	211,206	-	211,206
Year 25	Industrial	-	89,598,327	-	211,206	-	211,206
Year 26	Industrial	-	89,598,327	-	211,206	-	211,206
Year 27	Industrial	-	89,598,327	-	211,206	-	211,206
Year 28	Industrial	-	89,598,327	-	211,206	-	211,206

**APPENDIX 2
CITY OF FERNLEY
ESTIMATED GENERAL FUND REVENUE**

<u>YEAR</u>	<u>LAND USE</u>	<u>TOTAL TAXABLE VALUE</u>	<u>CUMULATIVE TOTAL TAX VALUE</u>	<u>BUILDING PERMIT VALUATION</u>	<u>REAL PROP. TAX REVENUE</u>	<u>BUILD. PERMIT & PLAN CHECK REVENUE</u>	<u>TOTAL REVENUE</u>
Year 29	Industrial	-	89,598,327	-	211,206	-	211,206
Year 30	Industrial	-	89,598,327	-	211,206	-	211,206
Year 31	Industrial	-	89,598,327	-	211,206	-	211,206
Year 32	Industrial	-	89,598,327	-	211,206	-	211,206
Year 33	Industrial	-	89,598,327	-	211,206	-	211,206
Year 34	Industrial	-	89,598,327	-	211,206	-	211,206
Year 35	Industrial	-	89,598,327	-	211,206	-	211,206
Year 36	Industrial	-	89,598,327	-	211,206	-	211,206
Year 37	Industrial	-	89,598,327	-	211,206	-	211,206
Year 38	Industrial	-	89,598,327	-	211,206	-	211,206
Year 39	Industrial	-	89,598,327	-	211,206	-	211,206
Year 40	Industrial	-	89,598,327	-	211,206	-	211,206
TOTAL		\$ 89,598,327		\$ 91,509,792	\$ 7,240,198	\$ 512,065	\$ 7,752,263

APPENDIX 2, ASSUMPTIONS:

1. Development taxable value and building permit valuation from Appendix 1.
2. City of Fernley FY 20222-23 property tax rate of \$ **0.6735** is assumed to remain unchanged over the analysis period.
3. Property tax calculation: Taxable X 35% = Assessed Value; Assessed Value/100 X Tax Rate = Property Tax Revenue.
4. Analysis assumes a single building permit for each land use in each year. Building permit fee calculation is based on the following rate:

\$ 3,314.59	per first	\$ 500,000	plus	\$ 4.87	for each additional
	\$1,000	of value.			
\$ 5,748.97	per first	\$ 1,000,000	plus	\$ 3.23	for each additional
	\$1,000	of value.			

 Source: Building Permit Fee Schedule (BPFS), City of Fernley, June 3, 2020.
5. Plan Check fee revenue calculated at **65.0%** of building permit revenue.
Source: Building Permit Fee Schedule (BPFS), City of Fernley, June 3, 2020.

APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED GENERAL FUND REVENUES AND EXPENDITURES

<u>YEAR</u>	<u>LAND USE</u>	<u>CUMULATIVE # OF ACRES</u>	<u>ESTIMATED GEN. FUND REVENUE</u>	<u>ESTIMATED GEN. FUND COSTS</u>	<u>ROADS REPLACEMENT COSTS</u>	<u>ESTIMATED REVENUE SURPLUS</u>
Year 1	Industrial	155.60	\$ 51,621	\$ 25,207	\$ -	\$ 26,414
Year 2	Industrial	155.60	43,843	25,207	-	18,635
Year 3	Industrial	155.60	61,291	25,207	-	36,084
Year 4	Industrial	155.60	47,261	25,207	-	22,053
Year 5	Industrial	155.60	81,325	25,207	-	56,118
Year 6	Industrial	155.60	54,951	25,207	-	29,744
Year 7	Industrial	155.60	313,260	25,207	-	288,053
Year 8	Industrial	155.60	120,304	25,207	-	95,096
Year 9	Industrial	155.60	378,613	25,207	-	353,406
Year 10	Industrial	155.60	185,656	25,207	-	160,449
Year 11	Industrial	155.60	289,174	25,207	-	263,967
Year 12	Industrial	155.60	211,206	25,207	127,676	58,323
Year 13	Industrial	155.60	211,206	25,207	127,676	58,323
Year 14	Industrial	155.60	211,206	25,207	127,676	58,323
Year 15	Industrial	155.60	211,206	25,207	127,676	58,323
Year 16	Industrial	155.60	211,206	25,207	127,676	58,323
Year 17	Industrial	155.60	211,206	25,207	127,676	58,323
Year 18	Industrial	155.60	211,206	25,207	127,676	58,323
Year 19	Industrial	155.60	211,206	25,207	127,676	58,323
Year 20	Industrial	155.60	211,206	25,207	127,676	58,323
Year 21	Industrial	155.60	211,206	25,207	127,676	58,323
Year 22	Industrial	155.60	211,206	25,207	127,676	58,323
Year 23	Industrial	155.60	211,206	25,207	127,676	58,323
Year 24	Industrial	155.60	211,206	25,207	127,676	58,323
Year 25	Industrial	155.60	211,206	25,207	127,676	58,323
Year 26	Industrial	155.60	211,206	25,207	127,676	58,323
Year 27	Industrial	155.60	211,206	25,207	127,676	58,323
Year 28	Industrial	155.60	211,206	25,207	127,676	58,323
Year 29	Industrial	155.60	211,206	25,207	127,676	58,323

**APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED GENERAL FUND REVENUES AND EXPENDITURES**

<u>YEAR</u>	<u>LAND USE</u>	<u>CUMULATIVE # OF ACRES</u>	<u>ESTIMATED GEN. FUND REVENUE</u>	<u>ESTIMATED GEN. FUND COSTS</u>	<u>ROADS REPLACEMENT COSTS</u>	<u>ESTIMATED REVENUE SURPLUS</u>
Year 30	Industrial	155.60	211,206	25,207	127,676	58,323
Year 31	Industrial	155.60	211,206	25,207	127,676	58,323
Year 32	Industrial	155.60	211,206	25,207	127,676	58,323
Year 33	Industrial	155.60	211,206	25,207	127,676	58,323
Year 34	Industrial	155.60	211,206	25,207	127,676	58,323
Year 35	Industrial	155.60	211,206	25,207	127,676	58,323
Year 36	Industrial	155.60	211,206	25,207	127,676	58,323
Year 37	Industrial	155.60	211,206	25,207	127,676	58,323
Year 38	Industrial	155.60	211,206	25,207	127,676	58,323
Year 39	Industrial	155.60	211,206	25,207	127,676	58,323
Year 40	Industrial	155.60	211,206	25,207	127,676	58,323
TOTAL			\$ 7,752,263	\$ 1,008,288	\$ 3,702,600	\$ 3,041,375

APPENDIX 3, ASSUMPTIONS:

- Number of developed acres shown in Appendix 1.
- The project is estimated to add **217,800** square feet of roadways to the City's inventory.
Source: Project developers.
- Revenue estimated in Appendix 2.
- General Fund costs estimated at **\$ 162.00** per acre of developed space. Source: Development Fiscal Impact Analysis Tool Methodology and Instructions, Verdunity, July 2021. No inflation factors are included.
- Road maintenance costs, according to the Verdunity report, are included in above General Fund cost estimates. Costs for road replacement are not provided in Verdunity report and are estimated using City of Sparks costs of **\$ 8.50** per square foot occurring every 20 years. At the end of the 40-year analysis period, infrastructure replacement costs are estimated at **\$ 3,702,600** Road Replacement Costs show total replacement cost divided by 29 years of analysis and shown in every year of the analysis following project buildout.
- Estimated Revenue Surplus=Estimated General Fund Revenue-Estimated General Fund Costs-Road Replacement Costs.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

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 of a type 1 vacation request (T1V23001) and associated order of abandonment by Denson Surveying on behalf of Genica Skyridge Estates to abandon a portion of the public street right-of-way known as "Serenity Circle", located at approximately 1300 / 1336 Serenity Circle (APNs: 022-481-01 and 022-481-19), to allow for re-dedication of a right-of-way that matches the street as constructed.

AGENDA ITEM BRIEF:

This is an unusual case where Serenity Circle was constructed outside of the right-of-way (ROW) as recorded. The item originally contained a type 1 and type 2 vacation request in the same application; combining the applications as one was approved by the administrator. Because the ROW for a portion of the road needs to change, the corresponding public utility easements (PUEs) along each side of that portion of the road would also typically need to be adjusted. The review process revealed that utilities are present in both the existing PUE and in the area alongside the road that the applicant is going to dedicate as a future PUE. Staff has determined that relocating utilities is not warranted in this case and has asked the applicant to both leave the existing PUE in place and dedicate the new PUE.

This item is related only to the abandonment of the existing ROW described; dedication of the new ROW, and of a PUE that aligns with the road as constructed, will be handled administratively. The PUE along the existing ROW will remain due to the placement of existing utilities.

RECOMMENDED MOTION:

Approval

"I move to adopt finding T1V(1) and approve the type 1 vacation request and order of abandonment associated with T1V23001."

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

"After reviewing the written materials and public comment on this matter, I believe the public will be materially injured by the proposed vacation because _____. Therefore, I move to deny the type 1 vacation request and the order of abandonment associated with T1V23001".

Note

Though no other motion language has been provided, all motions that conform with Fernley City Council parliamentary procedure are appropriate.

BACKGROUND:

The final subdivision map for this development, document 404205, was initially recorded in 2007. Due to the 2008 recession, the subdivision was never constructed. Genica Skyridge Estates obtained the development in 2020 from Lyon County and has been building it out. At some point, the Nevada Department of Transportation (NDOT) determined that Serenity Circle may only intersect with Farm District road at a 90° angle. The road was constructed at a right angle, as requested by NDOT, but the ROW as initially recorded for Serenity Circle was never adjusted.

FINDING:

T1V(1) The public will not be materially injured by the proposed vacation.

Staff has determined that the proposed vacation will actually benefit the public and the public will not be materially injured. Currently, the public does not have adequate legal permission to access the entrance of Serenity Circle as constructed; the abandonment of the ROW is part 1 of a 2-part plan to establish adequate legal permission.

RELEVANT LAWS, STATUTES, AND REGULATIONS:General

[Nevada Revised Statutes \(NRS\), Chapter 278](#) - Planning and Zoning

[Fernley Municipal Code \(FMC\), Title 32](#) - Development Code

Specific

[NRS 278.479 - 278.480](#) - Vacation or Abandonment of Streets, Easements or Maps

[FMC Section 32.03.080](#) (a) Type I vacations

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Order of Abandonment
2. Vicinity Map
3. Original Map

APNs: 022-481-19 and 022-481-01

Recording requested by:
When recorded, return to:
City of Fernley
595 Silver Lace Boulevard
Fernley, NV 89408

Mail Tax Statement to:
Genica NV., LLC
795 East Main Street
Fernley, NV 89408

NOTICE: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

**ORDER OF ABANDONMENT
Portions of Serenity Circle per
“Plat of Skyridge Estates II Subdivision”, DOC #: 404205**

WHEREAS:

- A. A petition to vacate or abandon portions of a public right-of-way was filed with the City Clerk of the City of Fernley by the owner of all the real property containing the public easement, further described in Exhibit “A” and Exhibit “B”, and graphically shown on Exhibit “C”;
- B. A duly noticed public hearing was held by the City Council for the City of Fernley on November 15, 2023, for the purposes of considering the proposed vacation and abandonment, and it was duly move, seconded, and passed by the City Council of the City of Fernley that the public road offer of dedication described in Exhibits “A” and “B”, and graphically shown on Exhibit “C”, be vacated and abandoned;
- C. Based on the information received in the written staff report and at the public hearing, this Council finds that the abandonment will not result in a material injury to the public;

NOW THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Fernley

1. That the public right-of-way more particularly described in Exhibits “A” and “B” and graphically shown on Exhibit “C”, hereto VACATED and ABANDONED pursuant to the laws of the State of Nevada and title to said property shall revert and vest in the abutting property owner. Abutting properties owner being Genica Skyridge Estates LLC, owner of Area 1 and Area 2 as shown on the Official Plat for Skyridge Estates II, filed in the Office of the County Recorder of Lyon County, State of Nevada, on April 12, 2007; 404205, Official Records; also known as APN’s: 022-481-19 and 022-481-01.

RESERVING THEREFROM, over, under, across and throughout the abandoned area, a blanket public utilities and access easement for the benefit of all public utilities for operation, maintenance, repair, and reconstruction and upgrade of existing public utility facilities, and access thereto.

2. This Order shall be recorded in the County Record's office, Lyon County, Nevada.

DATED: This 15 day of November, 2023.

City of Fernley, a municipal corporation.

By: _____
Neal E. McIntyre, Mayor

STATE OF NEVADA)
COUNTY OF LYON) SS Acknowledgement in a respective capacity

This instrument was acknowledged before me on _____
2023, by Neal E. McIntyre as Mayor of the City of Fernley.

Notary Public

Exhibit "A"
AREA 1 ABANDONMENT

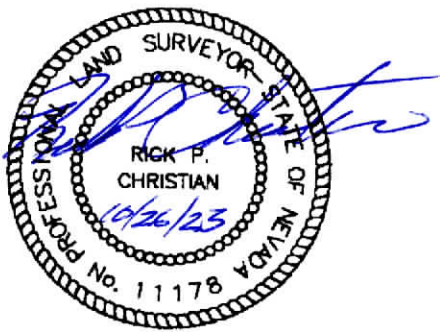
All that certain real property being all of Serenity Circle adjacent to Area 1 as shown on "SKYRIDGE ESTATES II SUBDIVISION" Doc. No. 404205 dated April 12, 2007 filed in the official records of Lyon County, State of Nevada; lying in a portion of Section 23, Township 20 North, Range 25 East, Mount Diablo Base and Meridian, being described as follows:

Beginning at the Southeast corner of Area 1 also being the Northeast corner of Lot 25 as shown on "SKYRIDGE ESTATES II SUBDIVISION" Doc No. 404205 ; Thence from said **Point of Beginning** and along the East line of said Area 1 and the Westerly right of way of Serenity Circle as shown on said subdivision map Doc. No. 404205, North $00^{\circ}31'20''$ East a distance of 88.90 feet, to the beginning of a curve to the left, having a radius of 20.00 feet, subtended by a central angle of $74^{\circ}04'42''$, Thence along the arc of said curve a distance of 25.86 feet, having a chord of North $36^{\circ}31'01''$ West and a distance of 24.09 feet to the Northeast corner of said Area 1, also being a point of intersection with Southerly right of way of Farm District Road; Thence leaving said Easterly line of Area 1 and the Westerly right of way of Serenity Circle and along the Southerly right of way of Farm District Road, South $73^{\circ}33'22''$ East a distance of 41.09 feet to the centerline of Serenity Circle as shown on said subdivision map Doc. No. 404205; Thence along said centerline of Serenity Circle, South $00^{\circ}31'20''$ West a distance of 103.99 feet; Thence leaving said centerline, North $73^{\circ}33'22''$ West a distance of 26.00 feet to the **Point of Beginning**.

Containing 2,643 Square Feet more or less

SEE PLAT ATTACHED HERETO AND MADE A PART HEREOF.

The bearings contained herein and shown on the plat attached hereto is based on the South right of way of Farm District Road as North $73^{\circ}33'22''$ West.



EXPIRES: 12/31/2024

Prepared By:
Denson Surveying, Inc.
P.O. Box 528
Yerington, Nevada 89447

Exhibit "B"
AREA 2 ABANDONMENT

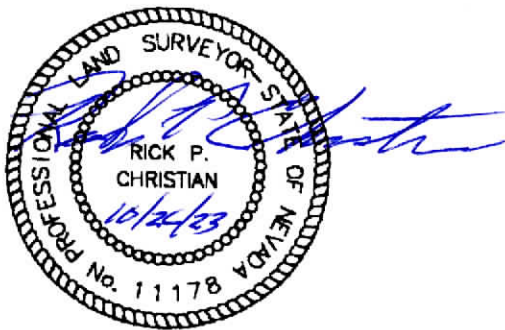
All that certain real property being all of Serenity Circle adjacent to Area 2 as shown on "SKYRIDGE ESTATES II SUBDIVISION" Doc. No. 404205 dated April 12, 2007 filed in the official records of Lyon County, State of Nevada; lying in a portion of Section 23, Township 20 North, Range 25 East, Mount Diablo Base and Meridian, being described as follows:

Beginning at the Southwest corner of Area 2 also being the Northwest corner of Lot 1 as shown on "SKYRIDGE ESTATES II SUBDIVISION" Doc No. 404205 ; Thence from said **Point of Beginning** North $73^{\circ}33'22''$ West a distance of 26.00 feet to a point of intersection with the centerline of Serenity Circle as shown on said subdivision map Doc. No. 404205; Thence along the centerline of said Serenity Circle, North $00^{\circ}31'20''$ East a distance of 103.99 feet to a point of intersection with the Southerly right of way of Farm District Road; Thence leaving said centerline of Serenity Circle and along said Southerly right of way of Farm District Road, South $73^{\circ}33'22''$ East a distance of 52.50 feet to a point of cusp with a curve to the left having a radius of 20.00 feet, subtended by a central angle of $105^{\circ}55'18''$; Thence along the Westerly line of said Area 2 and along the arc of said curve a distance of 36.97 feet, having a chord of South $53^{\circ}28'59''$ West a distance of 31.93 feet; Thence continuing along the Westerly line of said Area 2 South $00^{\circ}31'20''$ West a distance of 77.49 feet to the **Point of Beginning**.

Containing 2,760 Square Feet more or less

SEE PLAT ATTACHED HERETO AND MADE A PART HEREOF.

The bearings contained herein and shown on the plat attached hereto is based on the South right of way of Farm District Road as North $73^{\circ}33'22''$ West.



EXPIRES: 12/31/2024

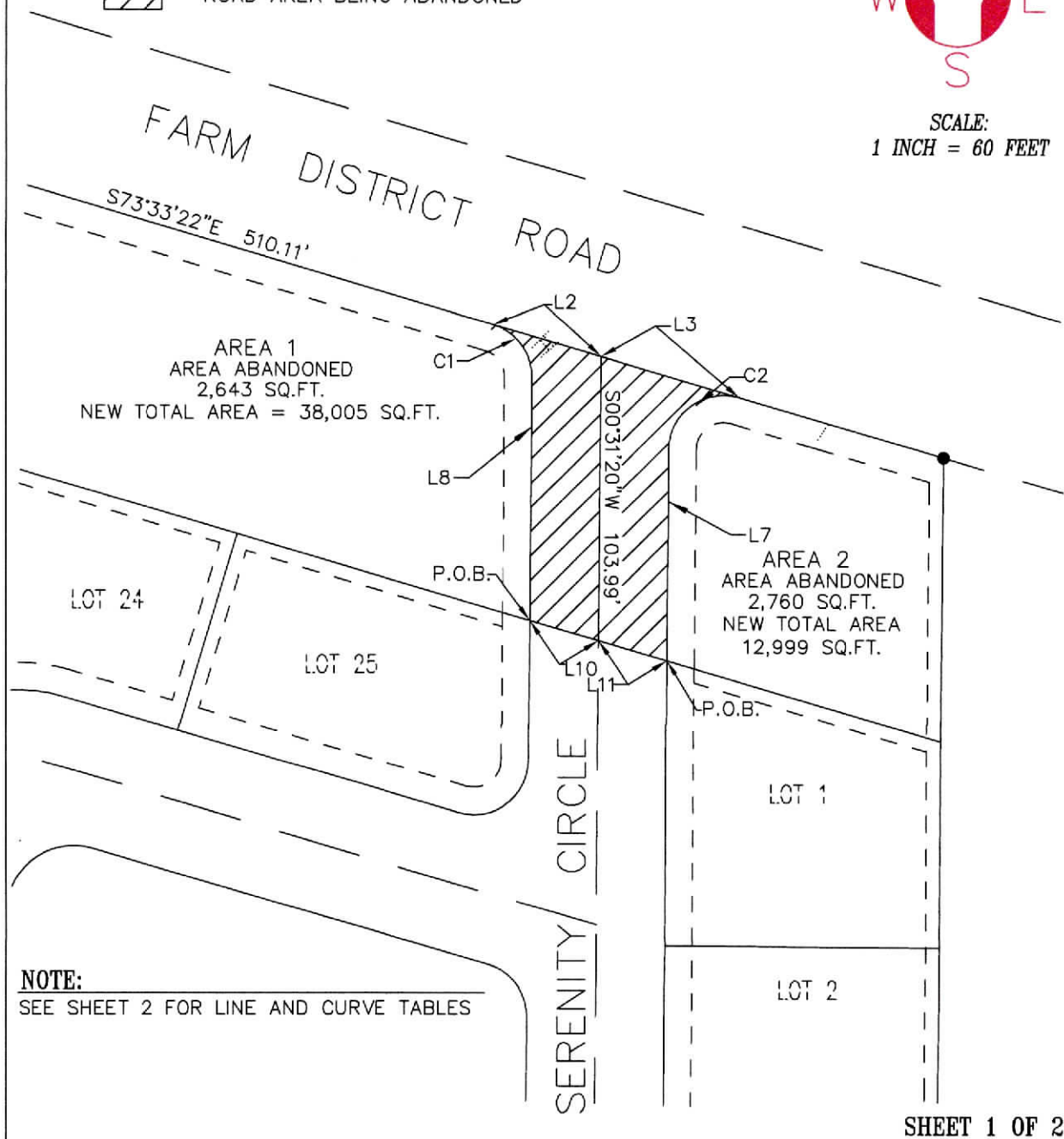
Prepared By:
Denson Surveying, Inc.
P.O. Box 528
Yerington, Nevada 89447

LEGEND

P.O.B. POINT OF BEGINNING
 ROAD AREA BEING ABANDONED



SCALE:
1 INCH = 60 FEET



SKYRIDGE ESTATES II SUBDIVISION DOC. # 404205, ABANDONMENT PLAT



Denson Surveying
a professional corporation
SURVEYING & MAPPING
Yerington, Nevada
(775) 463-3611

FOR:

**GENICA SKYRIDGE
ESTATES LLC**

DATE: 10/26/23

DRAWN BY: REBECCA C.

JOB NO. 03093

CHECKED BY: R.P.C.

LINE TABLE

L2	S73°33'22"E	41.09'	L7	S00°31'20"W	77.49'	L10	N73°33'22"W	26.00'
L3	S73°33'22"E	52.50'	L8	S00°31'20"W	88.90'	L11	S73°33'22"E	26.00'

CURVE TABLE

C1	$\Delta=74^{\circ}04'42''$	R=20.00'	T=15.09'	L=25.86'	CB=S36°31'01"E	CH=24.09'
C2	$\Delta=105^{\circ}55'18''$	R=20.00'	T=26.50'	L=36.97'	CB=S53°28'59"W	CH=31.93'

SHEET 2 OF 2

SKYRIDGE ESTATES II SUBDIVISION DOC. # 404205, ABANDONMENT PLAT



Denson Surveying
a professional corporation
SURVEYING & MAPPING
Yerington, Nevada
(775) 463-3611

FOR:

**GENICA SKYRIDGE
ESTATES LLC**

DATE: 10/26/23

DRAWN BY: REBECCA C.

JOB NO. 03093

CHECKED BY: R.P.C.



OWNERS' CERTIFICATE

The undersigned do hereby certify that they are the owners of the tract of land represented herein, and do hereby consent to the preparation and recordation of this map and do hereby dedicate and set aside all easements as shown herein.

SKYRIDGE ESTATES II, L.L.C.
A Nevada Limited Liability Co.
By Kenneth R. Gearhart TTEE
(Mr. Member)
for The Superstition Trust Co.

STATE OF NEVADA
COUNTY OF LYON SS

On this 6th day of MARCH 2007

did personally appear before me, a notary public, KENNETH B. GEARHART, TRUSTEE who acknowledged HE executed the above instrument.

S. Beatty
NOTARY PUBLIC



DIVISION OF WATER RESOURCES

This final plat is approved by the Division of Water Resources of the Department of Conservation concerning water quantity, subject to the review of approval on file in this office

Thomas K. Gallwey, Jr. 3/14/07
DIVISION OF WATER RESOURCES DATE
Thomas K. Gallwey, Jr.

CITY OF FERNLEY CERTIFICATE

It is hereby certified that this final map is in substantial compliance with the City of Fernley water, sewerage, roadway and drainage standards and regulations and that all required improvements have been completed or proper financial security has been posted guaranteeing completion of the improvements. It is also certified that this final map is in substantial conformance with the tentative map and all conditions of approval have been satisfied. In addition all offers of dedication for all public roadways were rejected with the reservation to accept said offers at a later date.

Robert Terry Gilbert 3/20/07
Loren Patton, Public Works Director Date
Robert Terry Gilbert 4/5/07
Robert Terry Gilbert, Community Development Director Date

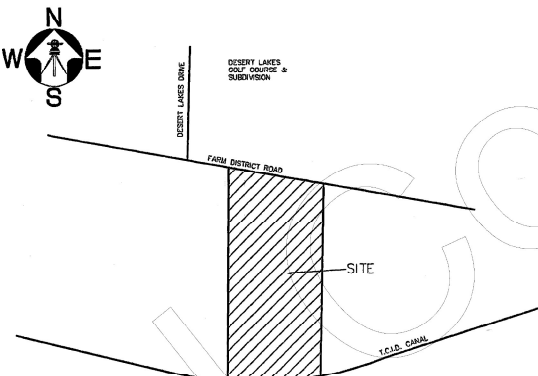
RIGHT TO FARM NOTE

The lands shown herein are subject to the Right to Farm Ordinance provisions as set forth in Fernley City code.

BUREAU OF SAFE DRINKING WATER

This final map is approved by the Division of Environmental Protection of the Department of Conservation and Natural Resources. The approval concerns sewage disposal, water pollution, water quality and water supply facilities and is predicated upon plans for a public water supply and a community system for sewage disposal.

Richard P. New 3/6/07
DIVISION OF ENVIRONMENTAL PROTECTION DATE



VICINITY MAP NOT TO SCALE

NOTES:

1. Roads designated as public roads as shown upon this map will not be eligible for city maintenance until they are improved (at no cost to the city) to public maintenance road standards approved by the City Council and are in effect at such time that the roads are considered for acceptance into the city's road system.
2. Acceptance by City of Fernley of this Final map is not a commitment that any or all of the lands are eligible for a city building permit.
3. The city, county, school district and special districts are not obligated to furnish any service, specifically mentioning fire protection and roads, to the land so divided and that any public utility may be similarly free of obligation.
4. A public utility easement is also hereby granted within each lot for the exclusive purpose of installing and maintaining utility service facilities to that lot and the right to exit that lot with said utility facilities for the purposes of serving adjacent lots at locations mutually agreed upon by the owner of record at that time, and the utility company.
5. No fence or structures will be allowed within any drainage easements as shown on this map.

G.I.S. CERTIFICATE

A digital copy of this map has been delivered to the City of Fernley and Lyon County G.I.S. Departments.

City of Fernley
By Chris Cook Title GIS Coordinator Date
Lyon County
By Lois Wimberly Title GIS Coordinator Date 4/11/07

UTILITY COMPANY APPROVAL

The utility easements as shown on this plat are hereby approved and accepted.

Paul Henderson 3/1/07
Sierra Pacific Power Nevada Bell Telephone Co DBA AT&T, Nevada
Rick Sharp 3/1/07
Southwest Gas Corporation

SURVEYOR'S CERTIFICATE

1. Rick P. Christian, a Professional Land Surveyor licensed in the State of Nevada, certify that:
1. This plat represents the results of a survey conducted under my supervision at the instance of Ken Gearhart.
2. The lands surveyed lie within a portion of section 23 Township 20 North Range 25 East M. D. M. and the survey was completed on November 13th, 2006.
3. This plat complies with the applicable State statutes and any local ordinance in effect on the date that the governing body gave its final approval.
4. The monuments depicted on the plan will be of the character shown and occupy the positions indicated and will be of sufficient number and durability by November 13th, 2007.



Rick P. Christian PLS 11178

CITY SURVEYOR CERTIFICATE

I certify that this Subdivision Map for Ken Gearhart, is technically correct and that if the monuments have not been set, that a proper performance bond has been deposited guaranteeing their setting on or before a certain day.

Michael P. Kelly 03-19-2007
CITY SURVEYOR DATE

COUNTY CLERK'S CERTIFICATE

I, Nikki Bryan, Lyon County Clerk/Treasurer, hereby certify that there are no liens for unpaid state, county, city or local taxes or special assessments and that all taxes for the fiscal year have been paid on the property the subject of this map 4/1-36/06 4/1-36/07

4/12/07 By: Nikki Bryan
DATE Nikki Bryan Lyon County Clerk/Treasurer

RECORDER'S CERTIFICATE

Filed for record at the request of Skyridge Estates II LLC on this 12th day of April 2007 at 29 minutes past 11 o'clock A.M. in the office of records of Lyon County, Nevada.

Fee: \$649 By: Mary C. Milligan
COUNTY RECORDER

FILE NO. 404205 By: Margie F. Krause
DEPUTY

T.C.I.D. #06-044 SHEET 1 OF 2 SHEETS

PLAT OF
SKYRIDGE ESTATES II
SUBDIVISION,
CONSISTING OF
PARCELS 1 & 2 PER PM #05859 OF
LYON COUNTY RECORDS LYING IN A PORTION OF
SECTION 23 TOWNSHIP 20 NORTH RANGE 25 EAST
MOUNT DIABLO MERIDIAN
CITY OF FERNLEY,
LYON COUNTY, NEVADA

Drawn by: Denison Surveying a professional corporation
SURVEYING & MAPPING
Washington, Nevada
(775) 448-5511
DRAWN BY: 03093SM.DWG
CALCULATED BY: 03093.L3D
DATE: 1/10/04
CHECKED BY: C. STRAIN Jr.
DESIGNED BY: R.P.C.

NORTH LYON COUNTY FIRE DISTRICT APPROVAL

I hereby certify that the final subdivision map has been reviewed for all improvements.

Bill Shave 03-19-07
NLCPFD Date

T.C.I.D. CERTIFICATE

The easements shown on this map have been checked and approved by:

David P. Overnold 2/20/07
Trustee-Corson Irrigation District Date

T.C.I.D. NOTE:

All easements are established as indicated except where such easement overlaps an existing publicly maintained irrigation or drainage easement. In such case the appropriate utility easement shall lie perpendicular and contiguous to the existing easement. Newlands project easements and right-of-way are reserved for ditches, canals or drains constructed by the authority of the United States. No obstructions are permitted that would interfere with operations and maintenance within the easement or right-of-way.

TITLE CERTIFICATE

The undersigned hereby certifies that this map has been examined and that the sub divider offering this map is the last record title holder of all the lands delineated thereon as of MARCH 5 2007.

Sharon Beatty, ASSISTANT SECRETARY
TITLE SERVICE AND ESCROW COMPANY

* Resolution recorded on 8-24-2023 as document #673274

TOTAL AREA SURVEYED
11.48 ACRES

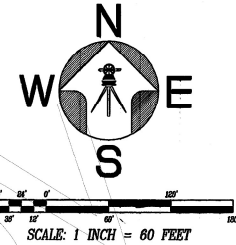
ROADWAY AREA
82,449 SQUARE FEET

LOT TOTAL AREA
6.29 ACRES

ACCESS NOTE:
THERE IS NO ACCESS PERMITTED TO ANY PARCELS THRU THE OPEN SPACE AREA ALONG FARM DISTRICT ROAD. THE ACCESS TO THE OPEN SPACE WILL BE FROM SERENITY CIRCLE ONLY.

DETENTION BASIN NOTE:
THE MAINTENANCE OF THE DETENTION BASIN AND RELATED APPURTENANCES IS THE RESPONSIBILITY OF THE DEVELOPER, HOMEOWNERS ASSOCIATION OR SUCCESSORS IN INTEREST, UNLESS ACCEPTED BY THE CITY.

GPS BASIS OF BEARING
BASIS OF BEARING WAS OBTAINED BY RIK GPS FIELD TIES BETWEEN CITY OF FERNLEY BASE STATION AND THE FOUND POINTS AS OBSERVED AT 3:00 PM ON MARCH 9th, 2007 USING A TRIMBLE 5800 AND THE CORRECTIONS RECEIVED FROM THE CITY OF FERNLEY BASE STATION. BEING A PART OF THE WASHOE COUNTY GPS NETWORK. A COMBINED SCALE FACTOR OF 1.0002888003 WAS USED TO MODIFY THE NEVADA STATE PLANE WEST ZONE 2703 GRID VALUES.
THE BEARINGS ON THIS MAP WERE ROTATED 0°19'54" COUNTERCLOCKWISE DIRECTION FROM GRID NORTH.



LEGEND

- Section corner, as noted.
- Set 5/8" rebar with cap PLS 11178
- Found survey point, as shown.
- See public utility easement note
- () Record data per PM #105859
- C1-C38 See curve table
- L1-L6 See line table
- Set 5/8" rebar with alum. cap PLS 11178 in survey monument well.

CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING	CHORD
1	74°04'42"	20.00	15.09	25.88	S35°50'23"E	24.09	
2	106°58'18"	20.00	28.50	38.97	S53°06'24"W	31.03	
3	106°01'44"	55.00	73.03	101.78	S53°06'24"W	87.87	
4	31°50'42"	23.00	7.13	13.50	S16°02'34"W	13.72	
5	81°04'38"	75.00	44.25	79.95	S 1°28'03"E	76.22	
6	78°34'32"	75.00	61.36	102.88	S68°23'32"E	94.68	
7	44°42'08"	75.00	30.84	58.52	N49°57'48"E	57.04	
8	27°24'44"	140.00	34.14	68.98	N13°54'20"E	66.34	
9	105°55'18"	20.00	28.50	38.97	N53°09'37"E	31.93	
10	78°34'32"	25.00	20.49	34.29	N88°23'32"W	31.68	
11	61°04'38"	25.00	14.75	28.65	N 1°28'03"E	25.41	
12	31°50'42"	75.00	21.40	41.89	N16°02'34"E	41.15	
13	106°00'03"	20.00	28.54	37.00	N53°07'15"E	31.85	
14	74°04'42"	20.00	15.09	25.88	S35°50'23"E	24.09	
15	27°24'44"	90.00	21.05	43.08	S13°54'20"W	42.85	
16	44°42'08"	25.00	10.28	19.81	S49°57'48"W	19.01	
17	27°24'44"	115.00	28.05	55.02	S13°54'20"W	54.50	
18	44°42'08"	50.00	20.58	39.01	S49°57'48"W	38.03	
19	78°34'32"	50.00	40.91	68.57	N88°23'32"E	63.32	
20	61°04'38"	50.00	29.50	53.30	N 1°28'03"E	50.81	
21	31°50'42"	50.00	14.28	27.79	N16°02'34"E	27.43	
22	106°01'44"	30.00	39.83	55.52	N53°08'24"E	47.93	
23	30°53'21"	75.00	20.72	40.43	N16°03'15"E	39.85	
24	05°21'21"	75.00	0.63	1.25	N 0°35'54"E	1.25	
25	43°70'4"	618.78	24.67	49.71	S74°37'34"W	49.70	
26	34°59'19"	55.00	17.15	33.27	S69°47'37"W	32.78	
27	36°00'50"	55.00	17.88	34.57	S53°27'32"W	34.00	
28	35°21'35"	55.00	17.53	33.94	S174°8'19"W	33.41	
29	23°11'50"	75.00	15.39	30.37	N60°42'55"E	30.16	
30	91°31'4"	75.00	6.05	12.07	N32°13'19"E	12.08	
31	14°25'30"	140.00	11.74	35.30	N20°23'17"E	35.21	
32	12°37'54"	140.00	15.91	31.68	N 8°40'55"E	31.61	
33	8°58'08"	818.78	49.37	98.62	S78°48'38"W	98.58	
34	21°53'07"	818.78	16.05	32.10	N53°57'21"W	32.10	
35	12°17'03"	75.00	8.07	16.08	N42°58'28"E	16.05	

LINE TABLE

LINE	BEARING	DISTANCE
1	N82°45'47"W	50.64'
2	S 0°05'35"W	9.53'
3	S 0°07'13"W	2.32'
4	S 0°07'13"W	14.86'
5	N27°35'42"E	13.25'

BASIS OF BEARING

The bearings of this survey are based on the west line of Parcel 1 as shown on PM No. 105859 of Lyon County records as bearing N 0°07'13" E.

PUBLIC UTILITY EASEMENT NOTE

All Public Utility Easements shown on this map are as follows:
5.00' On both sides of interior lot lines and exterior boundaries, or as shown
10.00' Along all roadways, or as shown



T.C.I.D. 406-044 SHEET 2 OF 2 SHEETS

PLAT OF SKYRIDGE ESTATES II SUBDIVISION
CONSISTING OF PARCELS 1 & 2 PER PM #105859 OF LYON COUNTY RECORDS LYING IN A PORTION OF SECTION 28 TOWNSHIP 20 NORTH RANGE 25 EAST MOUNT DIABLO MERIDIAN CITY OF FERNLEY, LYON COUNTY, NEVADA

DESIGNED BY David J. Strawn Professional Engineer Nevada State Board of Engineering (702) 468-8811	DRAWN BY C. STRAWN JR. C. STRAWN JR. C. STRAWN JR.	CHECKED BY R.P.C.	DATE 1/10/04
--	---	----------------------	-----------------

#404205 282 4/12/07

Resolution recorded on 8-24-2023 as document #673274



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Second Reading and possible adoption of Bill #332, an Ordinance to amend Section 32.07.020 (Accessory Dwellings) of the City of Fernley Development Code to conform with NRS Section 278.253 regarding tiny houses.

AGENDA ITEM BRIEF:

During the 2021 Nevada Legislative Session, a bill was passed and signed by the governor requiring that all governing bodies within the state adopt regulations allowing tiny homes. This bill required that these regulations be adopted prior to January 1, 2024. Based on direction received from both the City of Fernley Planning Commission and City Council, staff has prepared an amendment to Section 32.07.020 (Accessory Dwellings) allowing tiny homes on permanent foundations as accessory dwelling units. At their meeting on September 13, 2023, the Planning Commission voted to recommend approval of Bill #332 as presented. First Reading for this bill was done at the City Council meeting of October 18, 2023.

RECOMMENDED MOTION:

I move to adopt Bill #332, an Ordinance to amend Section 32.07.020 (Accessory Dwellings) of the City of Fernley Development Code to incorporate tiny homes on permanent foundations.

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 deny Bill #332 to amend Section 32.07.020 (Accessory Dwellings) of the City of Fernley Development Code because Finding #___ cannot be met for the following reasons: _____.

BACKGROUND:

In 2021, the Nevada Legislature passed, and the governor signed, a bill enacting NRS Section 278.253 (Ordinance for zoning of tiny houses). This section requires that all jurisdictions in Nevada have provisions to allow tiny homes in their codes before January 1, 2024. Subsection 2 is relevant for the City of Fernley and states:

“2. A governing body of a county whose population is less than 100,000 or a governing body of a city whose population is less than 150,000 shall adopt an ordinance for the zoning of tiny houses that:

1. Designates at least one zoning district in which a tiny house may be located and classified as an accessory dwelling unit;
2. Designates at least one zoning district in which a tiny house is allowed to be located and classified as a single-family residential unit; or
3. Designates at least one zoning district in which a tiny house may be located in a tiny house park.”

As defined in the International Residential Code, a tiny home is 400 square feet or less excluding lofts. There is growing interest for tiny homes throughout the United States as the cost of housing continues to increase. Tiny homes are generally more affordable and, in some cases, can be moved around from place to place, avoiding the need to purchase land.

Subsection 4(a)(1) of NRS 278.253 allows each governing body to include other requirements for tiny homes that it determines necessary. Therefore, while NRS does require that tiny homes be allowed in every community, it allows each governing body to set restrictions on them. This could include parking, architectural design, access, setbacks, etc.

At recent meetings of both the Planning Commission and the City Council, staff was directed to amend the City of Fernley Development Code in conformance with Option A. This amendment consists of four changes.

1. Specifying the zoning district in which accessory dwelling units are allowed.
2. Adding RVs and travel trailers to the list of prohibited types of accessory dwelling units.
3. Specifying that tiny homes on permanent foundations are allowed as accessory dwelling units.
4. Restricting the size of tiny homes to the 400 square foot maximum as defined by the International Residential Code.

The Accessory Dwellings section already includes several regulations that apply to all accessory dwelling units, whether tiny homes or not. These include:

- One additional off-street parking space is required. This requirement is proposed to be removed to make it easier for property owners to create an accessory dwelling unit.
- The property owner must live on the property as their primary residence
- Deed restrictions are required prohibiting the sale of the accessory dwelling

- The accessory dwelling is required to use the same water, electric, and gas meters as the primary residence. This requirement is proposed to be removed so accessory dwelling units can have their own utility accounts.
- Accessory dwellings are required to follow the same setbacks at the primary residence
- Accessory dwellings can not get a separate address. This requirement is proposed to be removed so accessory dwelling units can receive their own mail and not rely on the property owner.

FINDINGS:

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

CA1

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

The proposed text amendment does not change any existing zoning or land use designations or create any conflicts with the City's Master Plan. The proposed addition of tiny homes is consistent with the Master Plan.

CA2

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

Public notice was given per Development Code and NRS requirements.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Development Code 32.07.020 (Accessory Dwellings)
NRS Section 278.253

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill 332
2. Accessory Dwellings Master

BILL #332
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AMENDING TITLE 32, CHAPTER 07, SECTION 020 (ACCESSORY DWELLINGS) OF THE FERNLEY MUNICIPAL CODE TO CONFORM WITH NRS SECTION 278.253 REGARDING TINY HOUSES, AND OTHER MATTERS RELATED THERETO.

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

Section 1. Chapter 32.07.020 is hereby amended as follows:

Sec. 32.07.020. - Accessory dwellings.

Purpose: Certain accessory structures may be converted to or developed for residential dwelling uses to promote efficient use of land. This section allows accessory dwelling units (ADUs) with standards to ensure that they do not change the residential character of the principal use. This provides affordable living options in prescribed zoning districts, while protecting their character and maintaining compatibility between uses. Examples of living arrangements for ADUs include seniors occupying a second family living unit or apartment, or families with elderly parents unable to live completely alone.

(a) *Applicability.* This section applies to any accessory dwelling unit ("ADU").

(b) *Where allowed.*

- (1) An ADU may be located in those zoning districts shown in Table 32.06.150-2 (Use Table).
- (2) An ADU may be:
 - a. Constructed as a new building;
 - b. Adapted from an existing building into an existing accessory structure on the same lot; or
 - c. Adapted from part of the main structure.
- (3) Only one ADU is allowed on a lot.
- (4) An ADU is not allowed on a nonconforming lot.
- (5) Mobile homes/RVs/Travel Trailers cannot be used as accessory dwelling units in any zoning district.
- (6) A tiny home (as defined in the International Residential Code) with a permanent foundation is allowed for use as an ADU.

(c) *Standards.*

- (1) Accessory dwellings shall not exceed a gross floor area of 1,000 square feet or more than 50 percent of the main structure's floor area, whichever is less.
 - a. Tiny homes shall not exceed 400 square feet as defined in the International Residential Code.
- (2) Where the unit is attached, a separate entrance to the accessory dwelling is allowed, but only one entrance may be visible from the front property line.
- (3) The property owner must live on the property and maintain one of the units as the primary residence.
- (4) Deed restrictions. Before obtaining a building permit, the property owner shall file with the county recorder a declaration or agreement of restrictions which has been approved by the city attorney as to its form and content, containing a reference to the deed under which the property was acquired by the owner stating that:

- a. The accessory dwelling unit shall be considered legal only so long as either the primary residence or the accessory dwelling is occupied by the owner of the property;
 - b. The accessory dwelling cannot be sold separately;
 - c. The restrictions shall be binding upon any successor in ownership of the property, and lack of compliance may result in legal action against the property owner.
- (5) The accessory dwelling shall be compatible with the primary dwelling in terms of architectural style and building materials.
- (6) On parcels of less than one acre, all accessory dwellings shall be single-story.
- (7) Accessory dwellings shall be in conformance with the setback requirements of the permissive main structure of the zoning district in which it is located.

- Section 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 3.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.
- Section 4.** This ordinance shall become effective upon passage, approval, and publication.
- Section 5.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.
- Section 6.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.
- Section 7.** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #332 BEING HEREBY PROPOSED on the 18th day of October, 2023.

BILL #3312 BEING HEREBY PASSED, APPROVED, and ADOPTED this 15th day of November, 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

Sec. 32.07.020. - Accessory dwellings.

Purpose: Certain accessory structures may be converted to or developed for residential dwelling uses to promote efficient use of land. This section allows accessory dwelling units (ADUs) with standards to ensure that they do not change the residential character of the principal use. This provides affordable living options in prescribed zoning districts, while protecting their character and maintaining compatibility between uses. Examples of living arrangements for ADUs include seniors occupying a second family living unit or apartment, or families with elderly parents unable to live completely alone.

(a) *Applicability.* This section applies to any accessory dwelling unit ("ADU").

(b) *Where allowed.*

(1) An ADU may be located in those zoning districts shown in Table 32.06.150-2 (Use Table).

(2) An ADU may be:

- a. Constructed as a new building;
- b. Adapted from an existing building into an existing accessory structure on the same lot; or
- c. Adapted from part of the main structure.

(23) Only one ADU is allowed on a lot.

(34) An ADU is not allowed on a nonconforming lot.

(45) Mobile homes/RVs/Travel Trailers cannot be used as an accessory dwelling units in any zoning district.

(6) A tiny home (as defined in the International Residential Code) with a permanent foundation is allowed for use as an ADU.

(c) *Standards.*

(1) Accessory dwellings shall not exceed a gross floor area of 1,000 square feet or more than 50 percent of the main structure's floor area, whichever is less, ~~or have more than one bedroom.~~

a. Tiny homes shall not exceed 400 square feet as defined in the International Residential Code.

(2) ~~Parking requirements: A minimum of one off-street parking space must be provided in addition to any parking required for the main dwelling or principal use.~~

(3) Where the unit is attached, a separate entrance to the accessory dwelling is allowed, but only one entrance may be visible from the front property line.

(4) The property owner must live on the property and maintain one of the units as the primary residence.

(5) Deed restrictions. Before obtaining a building permit, the property owner shall file with the county recorder a declaration or agreement of restrictions which has been approved by the city attorney as to its form and content, containing a reference to the deed under which the property was acquired by the owner stating that:

- a. The accessory dwelling unit shall be considered legal only so long as either the primary residence or the accessory dwelling is occupied by the owner of the property;
- b. The accessory dwelling cannot be sold separately;
- c. The restrictions shall be binding upon any successor in ownership of the property, and lack of compliance may result in legal action against the property owner.

(6) The accessory dwelling shall be compatible with the primary dwelling in terms of architectural style and building materials.

(7) ~~The accessory dwelling shall utilize the same water, electric, and gas meters as the principal dwelling unit. If the site is served by a well or septic, all applicable NRS and NAC standards shall be met.~~

(8) On parcels of less than one acre, all accessory dwellings shall be single-story.

(9) Accessory dwellings shall be in conformance with the setback requirements of the permissive main structure of the zoning district in which it is located.

(10) ~~Accessory dwellings shall not obtain a separate address.~~
~~(Ord. No. 2020-005, § 1(Exh. A), 3-4-2020)~~



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

(For Possible Action) Second Reading and possible adoption for Bill #335, an Ordinance to repeal and replace Section 32.06.140 (Planned Development) of the City of Fernley Development Code.

AGENDA ITEM BRIEF:

The Planned Development section of City Code was last amended in 2020. Since that amendment, the interest in Planned Developments throughout the City of Fernley has grown. The current Planned Development section is aimed at residential developments and does not include information on application requirements or an approval process. The proposed amendment has been written to not only include the missing processing information, but also to make it more applicable to non-residential development. Planning Commission recommended approval of Bill #335 at their October 11, 2023 meeting. First Reading of this Bill was conducted at the November 1, 2023 City Council meeting.

RECOMMENDED MOTION:

I move to approve Bill #335 repealing and replacing Section 32.06.140 (Planned Development) of the City of Fernley Development Code as presented by staff.

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 deny the Second Reading of Bill #335 repealing and replacing Section 32.06.140 (Planned Development) of the City of Fernley Development Code because Finding # __ cannot be met for the following reason: _____.

BACKGROUND:

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

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

ANALYSIS:

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

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

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

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

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

FINDINGS:

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

CA1

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

law.

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

CA2

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

Public notice was given per Development Code and NRS requirements.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill 335
2. PD Code Final Draft

BILL #335
CITY OF FERNLEY
ORDINANCE # _____

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

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

Section 1. Chapter 32.06.140 is hereby repealed as follows:

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

~~(a) Minimum site.~~

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

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

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

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

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

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

~~(3) Common open space.~~

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

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

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

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

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

~~(4) Buffer zones.~~

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

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

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

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

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

Section 2. Chapter 32.06.140 is hereby added as follows:

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

(a) Definitions

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

(b) Rezoning and Minimum Site Area.

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

(c) Application Requirements.

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

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

(d) Permitted Uses and Standards

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

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

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

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

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

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

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

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

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

(g) Administrative Review.

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

(h) Issue Resolution – Analogous Standards

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

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

Section 4. The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law.

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

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

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

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

BILL #335 BEING HEREBY PROPOSED on the 1st day of November, 2023.

BILL #335 BEING HEREBY PASSED, APPROVED, and ADOPTED this 15th day of November, 2023, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

Sec. 32.06.140. - Planned development.

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

(a) Definitions

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

(b) Rezoning and Minimum siteSite Area.

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

(bc) Requirements for all planned development reviewsApplication Requirements.

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

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

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

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

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

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

(d) Permitted Uses and Standards

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

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

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

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

(4) Buffer zones.

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

(8) Maintenance of common open space.

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

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

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

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

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

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

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

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

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

(g) Administrative Review.

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

(h) Issue Resolution – Analogous Standards

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

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



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: November 15, 2023

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion

AGENDA ITEM:

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

AGENDA ITEM BRIEF:

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

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

Since the Planning Commission meeting, there have been on-going meetings with Mark IV Capital on a handful of issues, including the fire station. Staff may be presenting some proposed modifications to the Conditions of Approval based on the outcome of those meetings that address the Planning Commission's concerns.

RECOMMENDED MOTION:

I move to conditionally approve Bill #338, creating Phase 1 of Victory Logistics Planned Development (PD223001) to include changing the zoning from Industrial (I) and General Commercial (C2) to Planned Development (PD) with the approval of the associated handbook as presented based on the findings and conditions of approval as presented by staff.

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 deny Bill #338 because Finding No. ____ cannot be met for the following reason(s):

_____.

BACKGROUND:

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

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



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

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

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

Utilities

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

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

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

Traffic

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

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

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

Fire

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

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

ANALYSIS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FINDINGS:

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

PD1

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

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

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

PD2

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

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

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

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

-
PD3

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

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

PD4

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

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

PD5

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

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

PD6

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

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

PD7

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

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

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

Increased economic development opportunities

ATTACHMENTS:

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

BILL #338
CITY OF FERNLEY
ORDINANCE # _____

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

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

- Section 1.** The zoning of that certain real property totaling 2,173 acres, more or less, situated in the City of Fernley, Nevada, being more particularly described as APNs 021-201-01 and -16; 021-211-02, -03, -04, and -06; 021-242-11 and -17; 021-251-25; 021-261-43 and -44 depicted on “Exhibit A” attached hereto (consisting of one page) is hereby reclassified from Industrial (I) and General Commercial (C2) to Planned Development (PD).
- Section 2.** The zoning map of the City of Fernley is hereby amended in accordance with the zoning map amendment herein.
- Section 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- Section 4.** The City Clerk is instructed and authorized to publish the title of this ordinance as provided by law and to record the plan certified herein as provided by law.
- Section 5.** This ordinance shall become effective upon passage, approval, and publication.
- Section 6.** The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare, and convenience.
- Section 7.** In any subsection, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.
- Section 8.** The City Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #338 BEING HEREBY PROPOSED on the 1st day of November, 2023.

BILL #338 BEING HEREBY PASSED, APPROVED, and ADOPTED this 15th day of November, 2023,
by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

EXHIBIT A



Conditions of Approval for PD23001

Planned Development

GENERAL CONDITIONS

1. APPROVAL:

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

2. PROJECT DESCRIPTION:

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

3. GOVERNING DOCUMENTS:

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

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

4. ZONE CHANGE:

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

5. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

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

6. FEDERAL, STATE, AND LOCAL AGENCIES:

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

7. DEVELOPMENT AGREEMENT:

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

Conditions of Approval for PD23001

Planned Development

8. COMPLIANCE WITH STUDIES:

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

9. NOT AN APPROVAL FOR CONSTRUCTION:

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

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

10. DEVELOPMENT HANDBOOK:

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

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

Conditions of Approval for PD23001

Planned Development

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



PUD Handbook Application Submittal – August 15, 2023

Amended for Staff Comments – September 15, 2023

VICTORY LOGISTICS DISTRICT PLANNED UNIT DEVELOPMENT HANDBOOK

Contents

CHAPTER 1	INTRODUCTION AND IMPLEMENTATION	1-1
1.1	Victory Master plan AREA	1-1
1.2	PURPOSE	1-2
1.3	VISION	1-3
1.3.1	Guiding Principles.....	1-3
1.3.2	Efficient Land Use Pattern.....	1-4
1.3.3	Concurrency of Infrastructure and Public Services.....	1-4
1.3.4	CONCURRENCY OF INFRASTRUCTURE AND PUBLIC SERVICES	1-4
1.3.5	Business Diversity.....	1-4
1.3.6	Economic Sustainability	1-4
1.3.7	Implementing the Vision.....	1-5
1.3.8	Victory MPA 1 Envisioned Land Use Pattern	1-5
1.3.9	Open Space	1-8
1.4	Handbook Provisions	1-9
1.4.1	General Provisions	1-9
1.4.2	Severability.....	1-9
1.4.3	Authority	1-9
1.4.4	Severability.....	1-9
1.4.5	Binding Effect of Handbook	1-9
1.4.6	Modifications to Handbook	1-10
1.5	INDIVIDUAL PROJECT APPROVAL PROCESS	1-10
1.5.1	GENERAL PROVISIONS	1-10
1.5.2	Minor and Major Deviations.....	1-11
1.5.3	VARIANCES.....	1-11
1.5.4	ADMINISTRATIVE REVIEW Process	1-12
1.5.5	cONDITIONAL USE PERMIT Process	1-15
1.5.6	TENTATIVE MAP/SUBDIVISION PROCESS.....	1-18
1.5.7	FINAL MAP PROCESS.....	1-22
1.5.8	Temporary Uses	1-24

VICTORY LOGISTICS DISTRICT

PLANNED UNIT DEVELOPMENT HANDBOOK

1.5.9	Accessory/Ancillary Uses	1-24
1.5.10	ADMINISTRATIVE APPROVAL TIMELINES	1-24
CHAPTER 2	USE REGULATIONS AND DEVELOPMENT STANDARDS	2-1
2.1	LAND USE dESIGNATIONS	2-1
2.1.1	General Development Standards	2-2
2.1.2	Permitted and Conditional Uses	2-9
2.1.3	Victory MPA 1 Land Use Specific Definitions	2-10
2.2	Roadway Development Standards	2-18
2.2.1	Access Standards	2-18
2.2.2	Roadways	2-18
2.2.3	Rail	2-22
2.3	Landscape and Irrigation Standards	2-25
2.3.1	Purpose	2-25
2.3.2	Applicability	2-25
2.3.3	Landscape and Irrigation Plans	2-26
2.3.4	General Landscape Standards	2-27
2.3.5	Parking Area Landscaping	2-29
2.3.6	Bonding Requirements	2-29
2.3.7	Maintenance	2-30
2.4	Trash Enclosures and Mechanical/Equipment Screening	2-30
2.4.1	Trash Enclosures	2-30
2.4.2	Mechanical Equipment Screening	2-30
2.5	Walls	2-31
2.6	Maintenance	2-31
2.7	Street Lighting	2-31
2.7.1	Arterials, Collectors, and Local Streets	2-32
2.8	Access to existing city facilities	2-32
CHAPTER 3	DESIGN STANDARDS AND GUIDELINES	3-34
3.1	Purpose and Compliance	3-34
3.2	SITE PLANNING standards and guidelines	3-34
3.2.1	Building Orientation	3-34

VICTORY LOGISTICS DISTRICT PLANNED UNIT DEVELOPMENT HANDBOOK

3.2.2	Grading and Drainage	3-35
3.2.3	Parking Lots and Parking Lot Entry Drives	3-36
3.2.4	Lighting.....	3-37
3.2.5	Signs	3-38
3.2.6	Walls and Fences.....	3-44
3.2.7	Service and Utility Areas	3-45
3.2.8	Drive-thru Facilities	3-46
3.3	ARCHITECTURE STANDARDS AND guidelines	3-46
3.3.1	Background	3-46
3.3.2	Architectural Theme	3-46
3.3.3	Building Mass and Form.....	3-46
3.3.4	Building Entryways.....	3-48
3.3.5	Roof Form.....	3-49
3.3.6	Materials and Colors	3-49
CHAPTER 4	INFRASTRUCTURE AND PHASING	4-1
4.1	Utilities/Infrastructure	4-1
4.1.1	Open Space and Trails/Paths	4-2
4.1.2	Sanitary Sewer	4-3
4.1.3	Water	4-6
4.1.1	Drainage/Flood CONTROL.....	4-9
4.1.2	Traffic	4-11
4.1.3	Rail.....	4-14
4.1.4	Electricity/Natural Gas	4-16
4.1.5	Police Protection	4-17
4.1.6	Fire Protection.....	4-17
4.2	Overall Phasing.....	4-18
4.2.1	Concurrency of Infrastructure and Facilities.....	4-19

CHAPTER 1 INTRODUCTION AND IMPLEMENTATION

1.1 VICTORY MASTER PLAN AREA

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

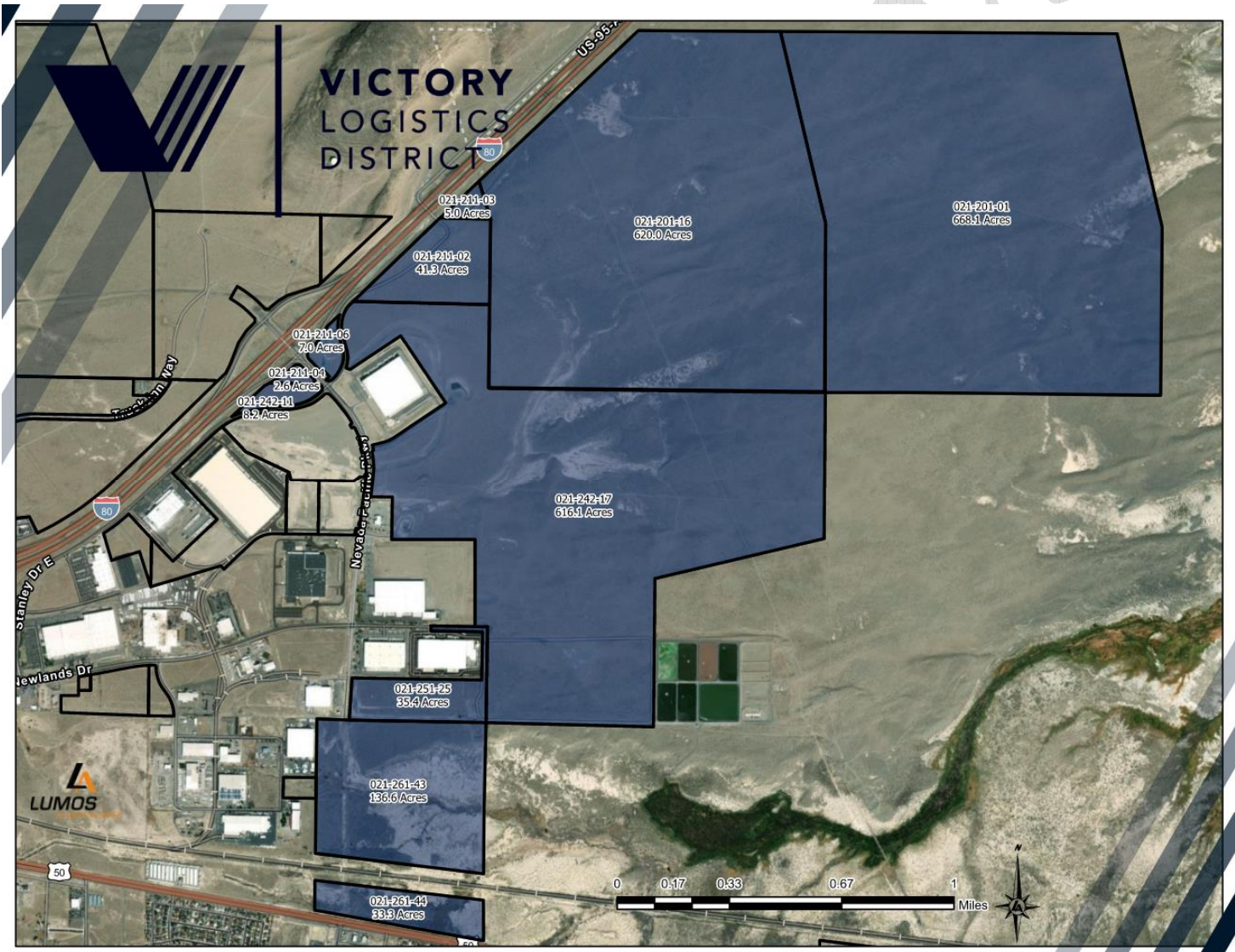


Figure 1-1 – Victory MPA 1

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

Table 1-1 – Victory MPA 1 Parcels

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

1.2 PURPOSE

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

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

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

1.3 VISION

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

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

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

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

1.3.1 GUIDING PRINCIPLES

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

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

1.3.2 EFFICIENT LAND USE PATTERN

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

1.3.3 CONCURRENCY OF INFRASTRUCTURE AND PUBLIC SERVICES

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

1.3.4 CONCURRENCY OF INFRASTRUCTURE AND PUBLIC SERVICES

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

1.3.5 BUSINESS DIVERSITY

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

1.3.6 ECONOMIC SUSTAINABILITY

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

1.3.7 IMPLEMENTING THE VISION

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

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

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

1.3.8 VICTORY MPA 1 ENVISIONED LAND USE PATTERN

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

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

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

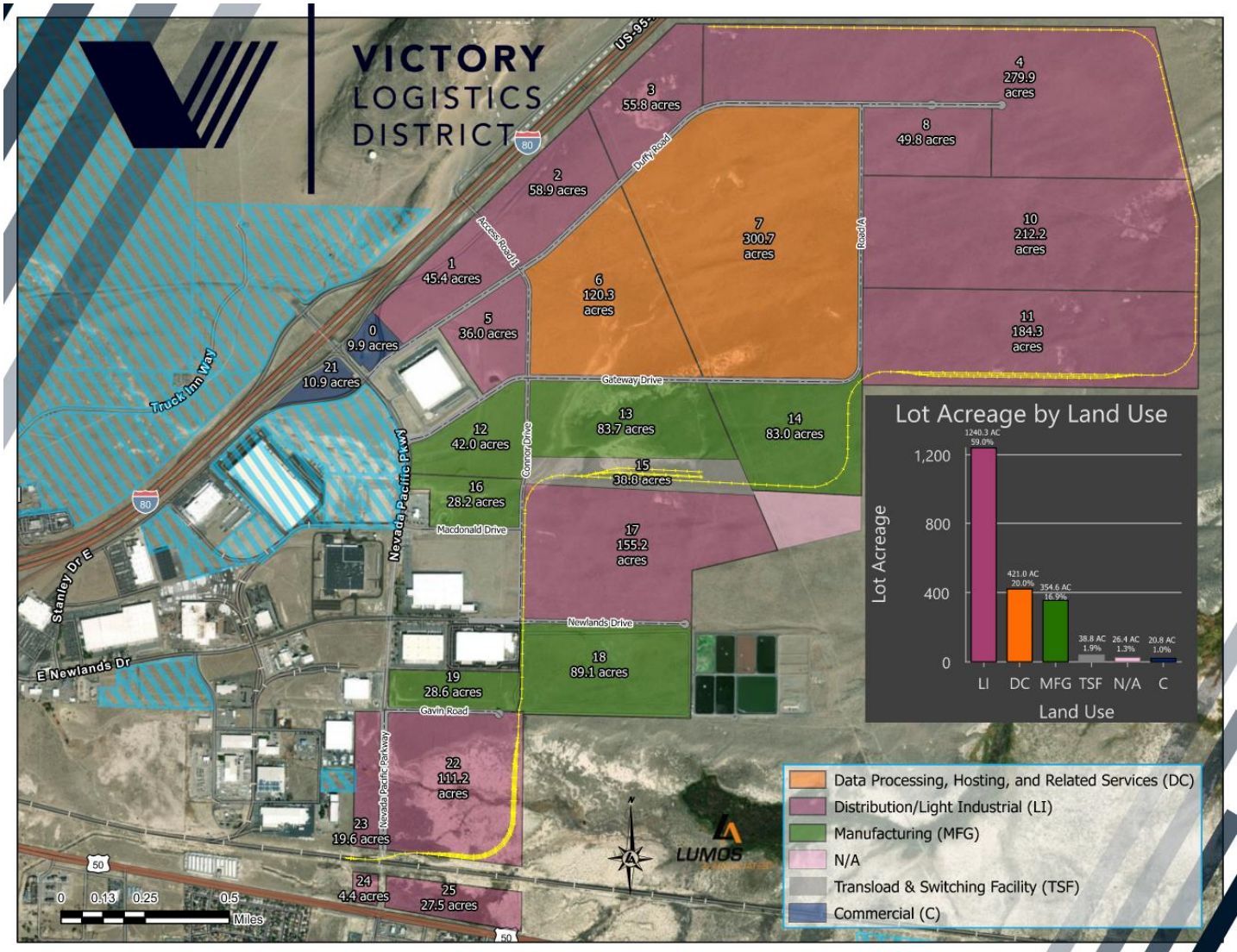


Figure 1-2 – Victory MPA 1 Land Use Areas

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

Table 1-2 – Preliminary Land Use Summary

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

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

Commercial

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

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

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

Manufacturing

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

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

Distribution/Light Industrial

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

Transload & Switching Facilities

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

1.3.9 OPEN SPACE

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

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

1.4 HANDBOOK PROVISIONS

1.4.1 GENERAL PROVISIONS

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

1.4.2 SEVERABILITY

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

1.4.3 AUTHORITY

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

1.4.4 SEVERABILITY

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

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

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

1.4.5 BINDING EFFECT OF HANDBOOK

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

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

1.4.6 MODIFICATIONS TO HANDBOOK

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

1.5 INDIVIDUAL PROJECT APPROVAL PROCESS

1.5.1 GENERAL PROVISIONS

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

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

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

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

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

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

1.5.2 MINOR AND MAJOR DEVIATIONS

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

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

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

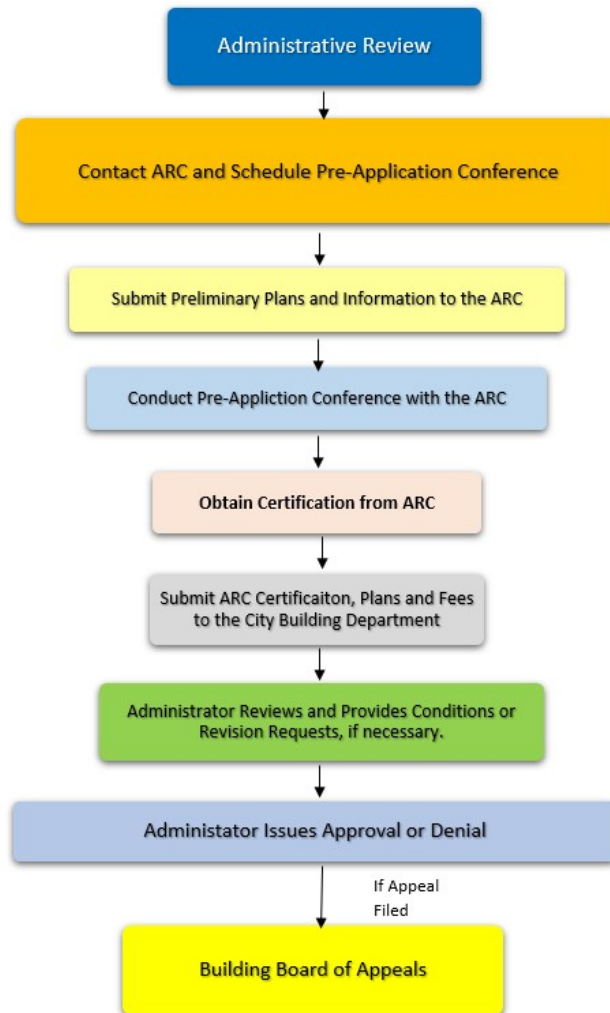
A major deviation shall follow the process and procedures defined in 32.03.090(a) with the exception of the allowed range of deviation from the Handbook standard shall be 20% to 50%. A major deviation must be approved by the ARC, in addition to the city review and approval.

1.5.3 VARIANCES

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

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

1.5.4 ADMINISTRATIVE REVIEW PROCESS



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

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

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

PHASE I: PRE-APPLICATION PROCESS

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

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

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

PHASE II: ARC APPROVAL PROCESS

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

PHASE III: CITY OF FERNLEY APPROVAL PROCESS

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

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

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

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

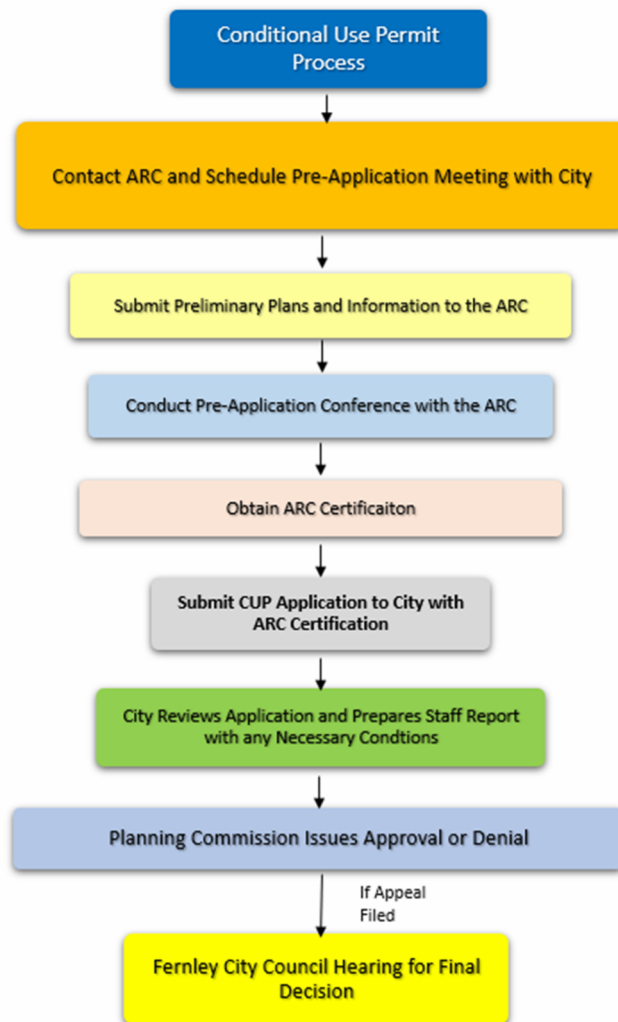
the administrator. The notice of appeal shall be filed within ten days after the administrator's determination. The city council shall issue a written determination on the appeal within 60 days after receipt of the notice of appeal.

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

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

Step 7: Submit for Building Permit

1.5.5 CONDITIONAL USE PERMIT PROCESS



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

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

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

PHASE I: PRE-APPLICATION PROCESS

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

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

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

PHASE II: ARC APPROVAL PROCESS

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

PHASE III: CITY OF FERNLEY APPROVAL PROCESS

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

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

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

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

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

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

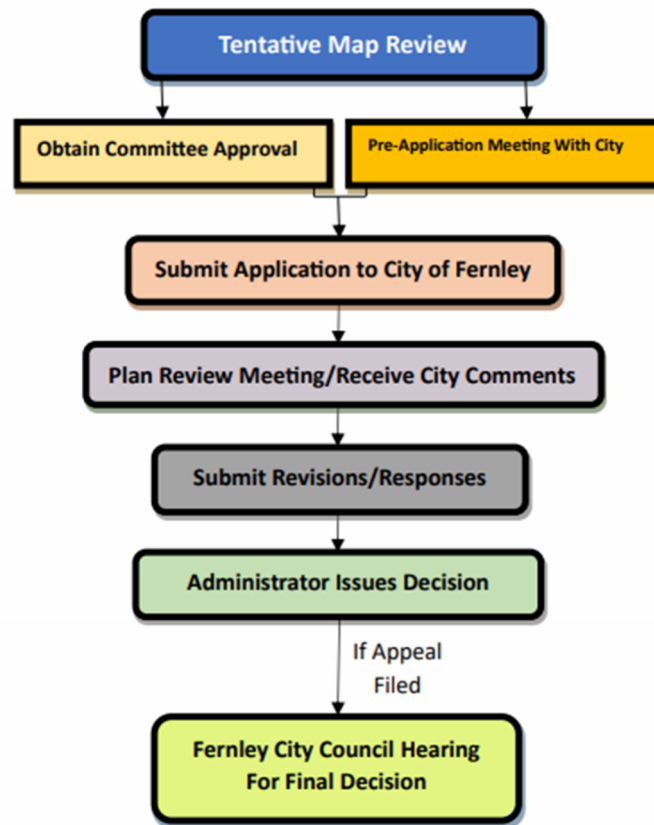
Step 6: The Administrator will review the Individual Project's conformance with the development standards and design parameters set forth in this Handbook. City staff will prepare a staff report with a recommendation as well as any conditions necessary to bring the project into conformance with the application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

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

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

Step 8: Submit for Building Permit

1.5.6 TENTATIVE MAP/SUBDIVISION PROCESS



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

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

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

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

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

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

Tentative map approval criteria

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

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

Appeals.

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

Who May Appeal a Tentative Map Decision

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

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

4. The decision would violate state or federal law.

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

Initiation.

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

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

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

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

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

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

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

Decision.

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

The city council shall review the matter de novo.

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

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

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

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

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

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

Judicial Review of Appeals.

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

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

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

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

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

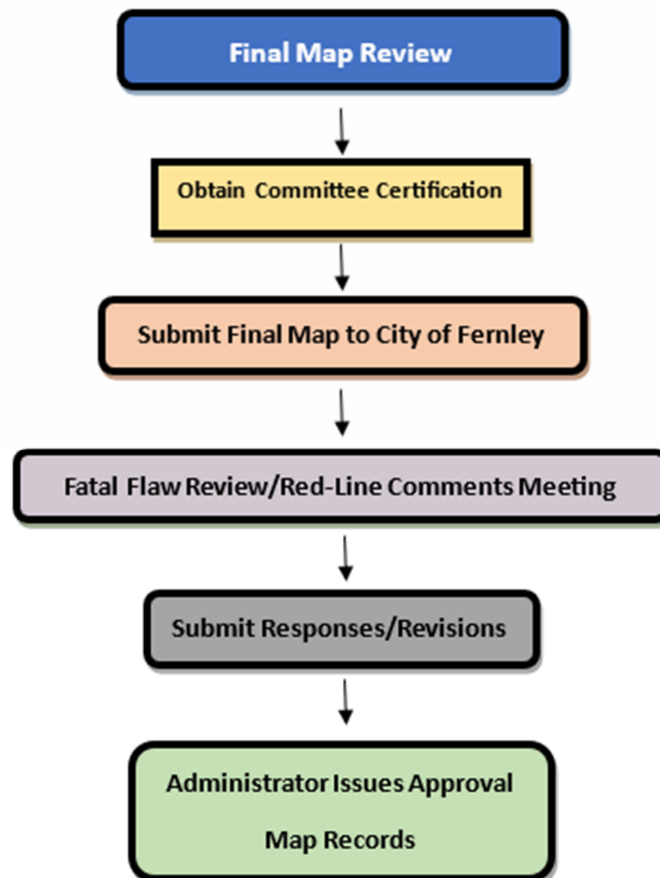
If the subdivider fails to record a final map for any portion of the tentative map within four years after the date of approval of the tentative map or within two years after the date of recordation of the most recently recorded final map, all proceedings concerning the subdivision are terminated.

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

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

1.5.7 FINAL MAP PROCESS

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



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

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

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

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

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

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

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

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

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

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

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

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

1.5.8 TEMPORARY USES

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

1.5.9 ACCESSORY/ANCILLARY USES

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

1.5.10 ADMINISTRATIVE APPROVAL TIMELINES

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

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

CHAPTER 2 USE REGULATIONS AND DEVELOPMENT STANDARDS

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

2.1 LAND USE DESIGNATIONS

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

Victory Commercial (V-C)

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

Victory Industrial (V-I)

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

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

2.1.1 GENERAL DEVELOPMENT STANDARDS

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

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

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

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

Submittal 09.15.2023

2.1.1.2 VICTORY INDUSTRIAL (V-I)

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

Submittal 09.15.2023



2.1.1.3 USE SPECIFIC DEVELOPMENT STANDARD

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

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

Table 2-1 – Victory MPA 1 Land Use Designations

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

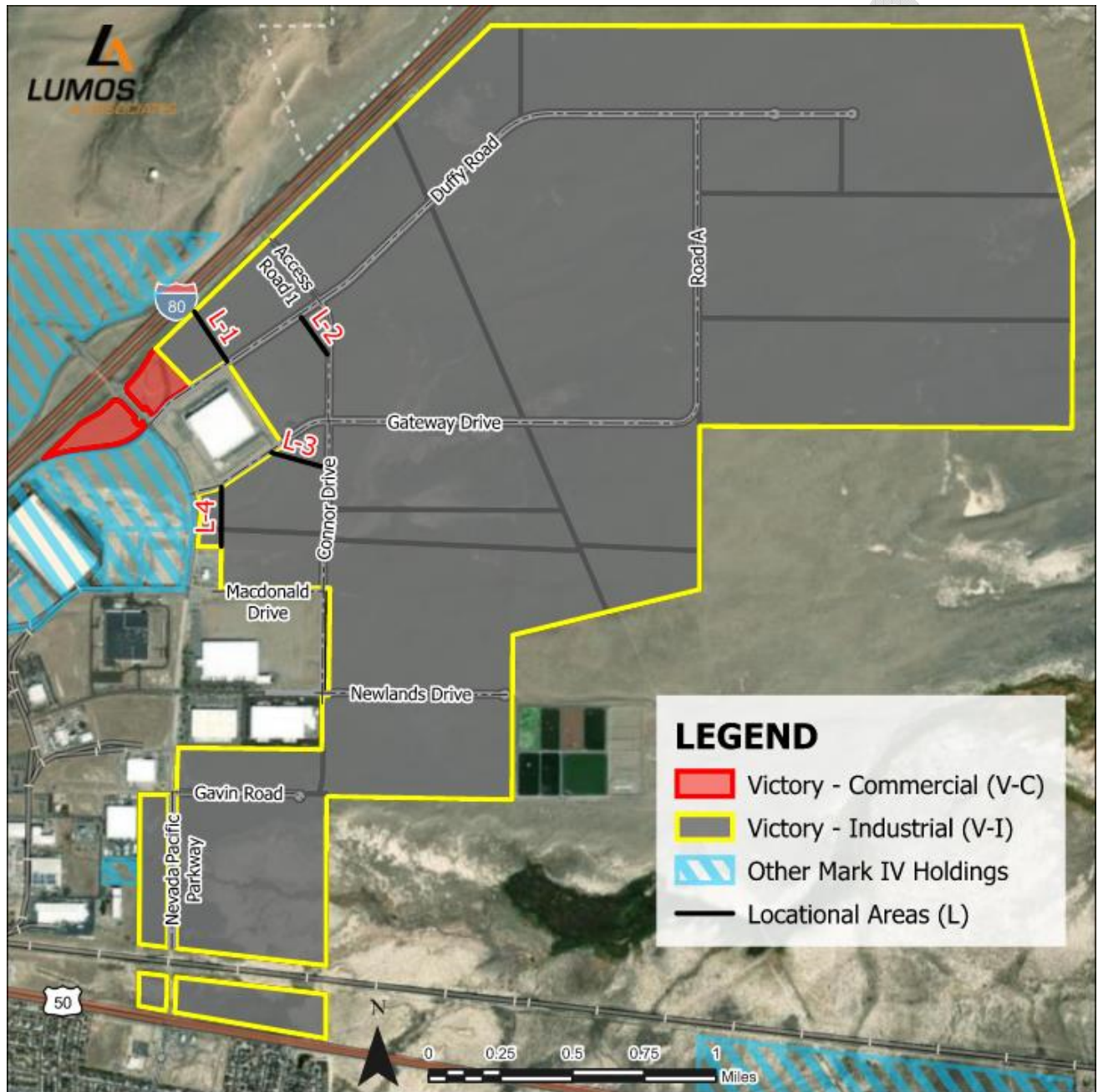


Figure 2-1 – Land Use Designations

2.1.2 PERMITTED AND CONDITIONAL USES

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

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

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

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

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

2.1.3 VICTORY MPA 1 LAND USE SPECIFIC DEFINITIONS

Transload Facilities (Solely to be provided by Master Developer)

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

Switching Facilities (Solely to be provided by Master Developer)

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

Table 2-1 – Land Use Matrix

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

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

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

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

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

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

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

2.2 ROADWAY DEVELOPMENT STANDARDS

2.2.1 ACCESS STANDARDS

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

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

2.2.2 ROADWAYS

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

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

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

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

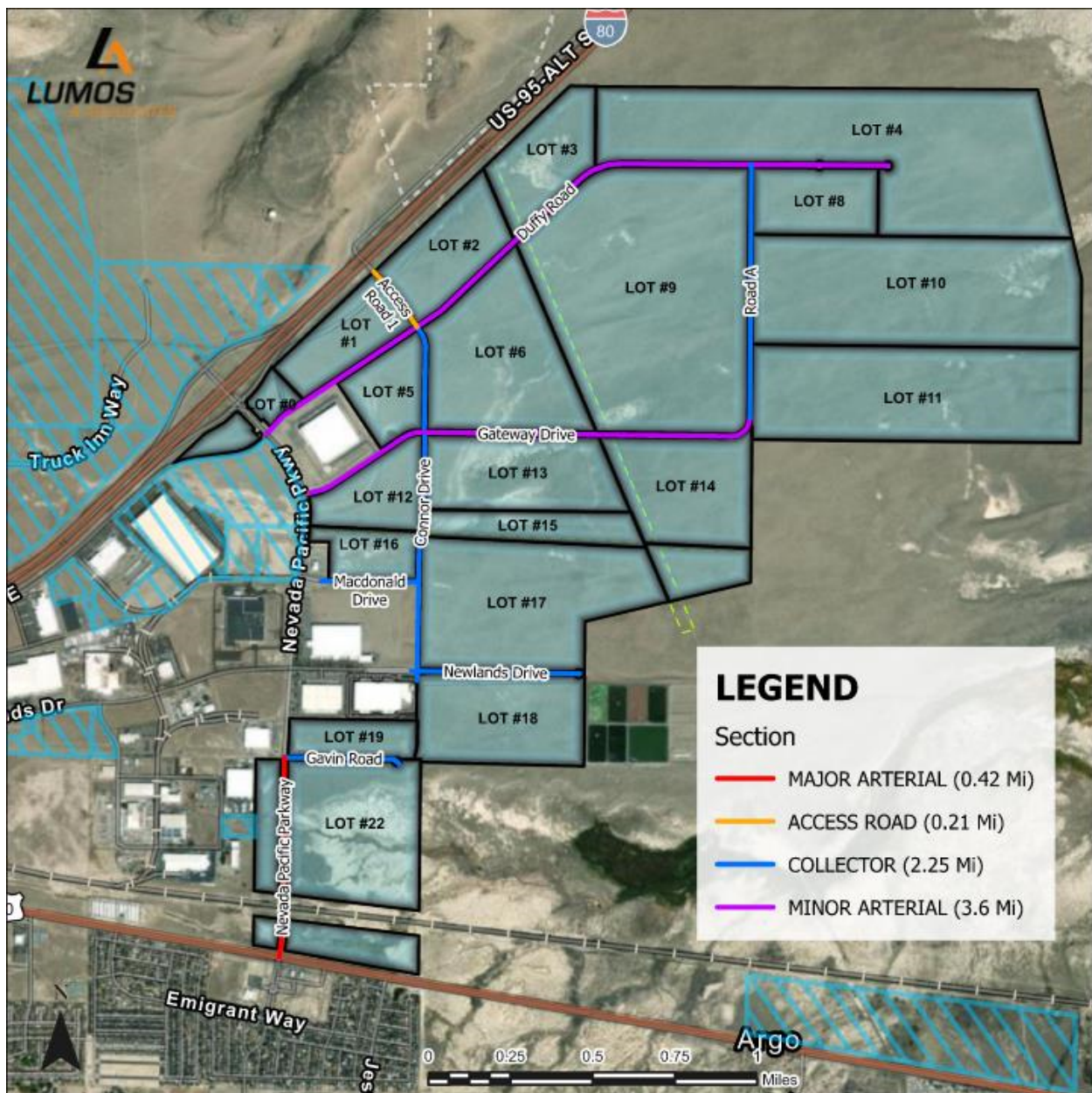
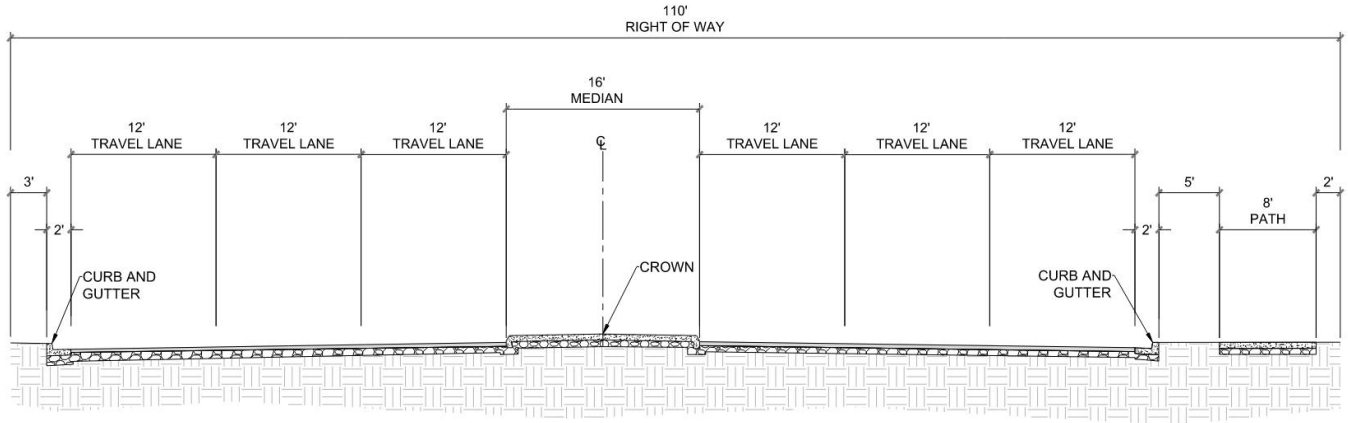


Figure 2-2 – Victory MPA 1 Backbone Roadway Network

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

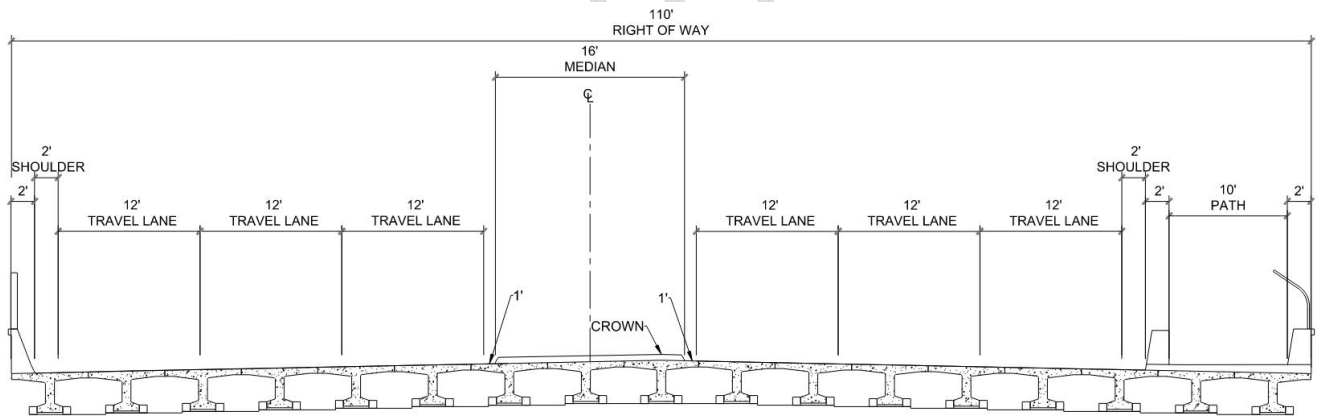
The largest roadway section within Victory MPA 1 includes a 110' right-of-way width (Nevada Pacific Parkway) and will be classified as a Major Arterial roadway. At full buildout, this roadway will have six 12-foot travel lanes, a 16' median, and an 8-foot multi-use path on one side of the roadway. This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

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



NEVADA PACIFIC PARKWAY 6-LANE SECTION

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



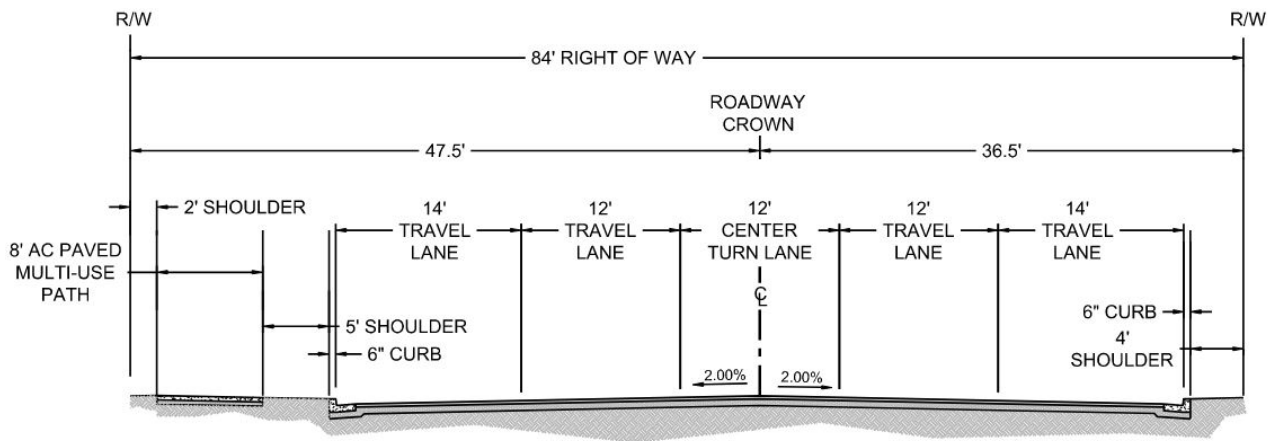
NEVADA PACIFIC PARKWAY 6-LANE BRIDGE SECTION

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

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

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

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

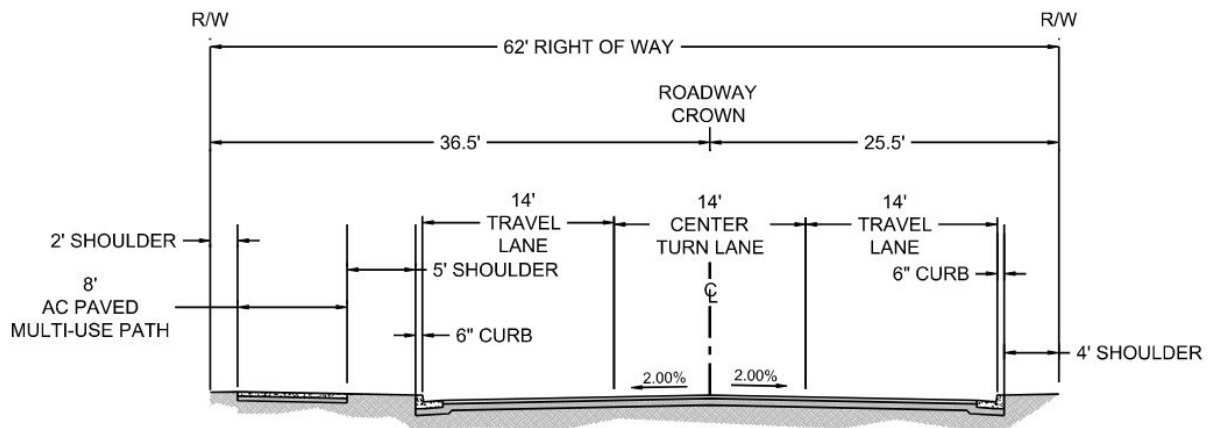


DUFFY ROAD, GATEWAY DRIVE

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

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

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



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

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

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

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

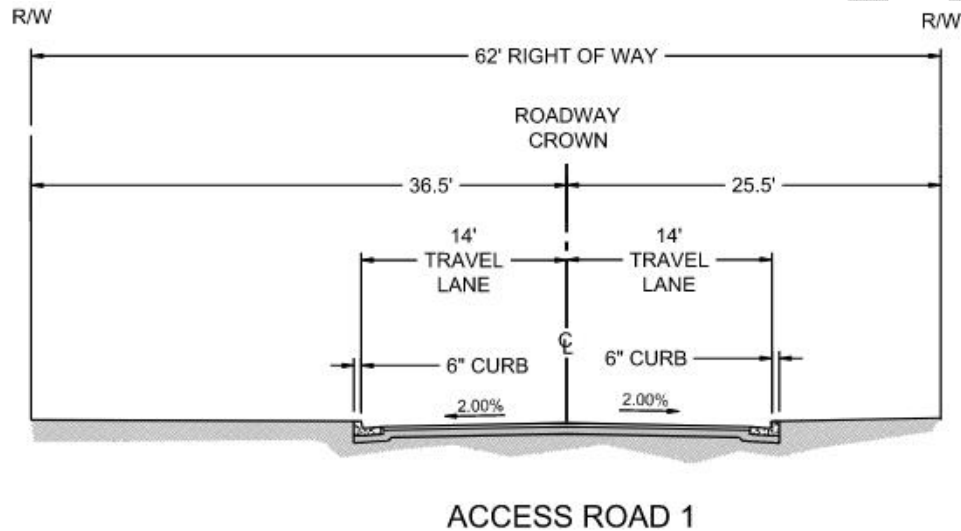
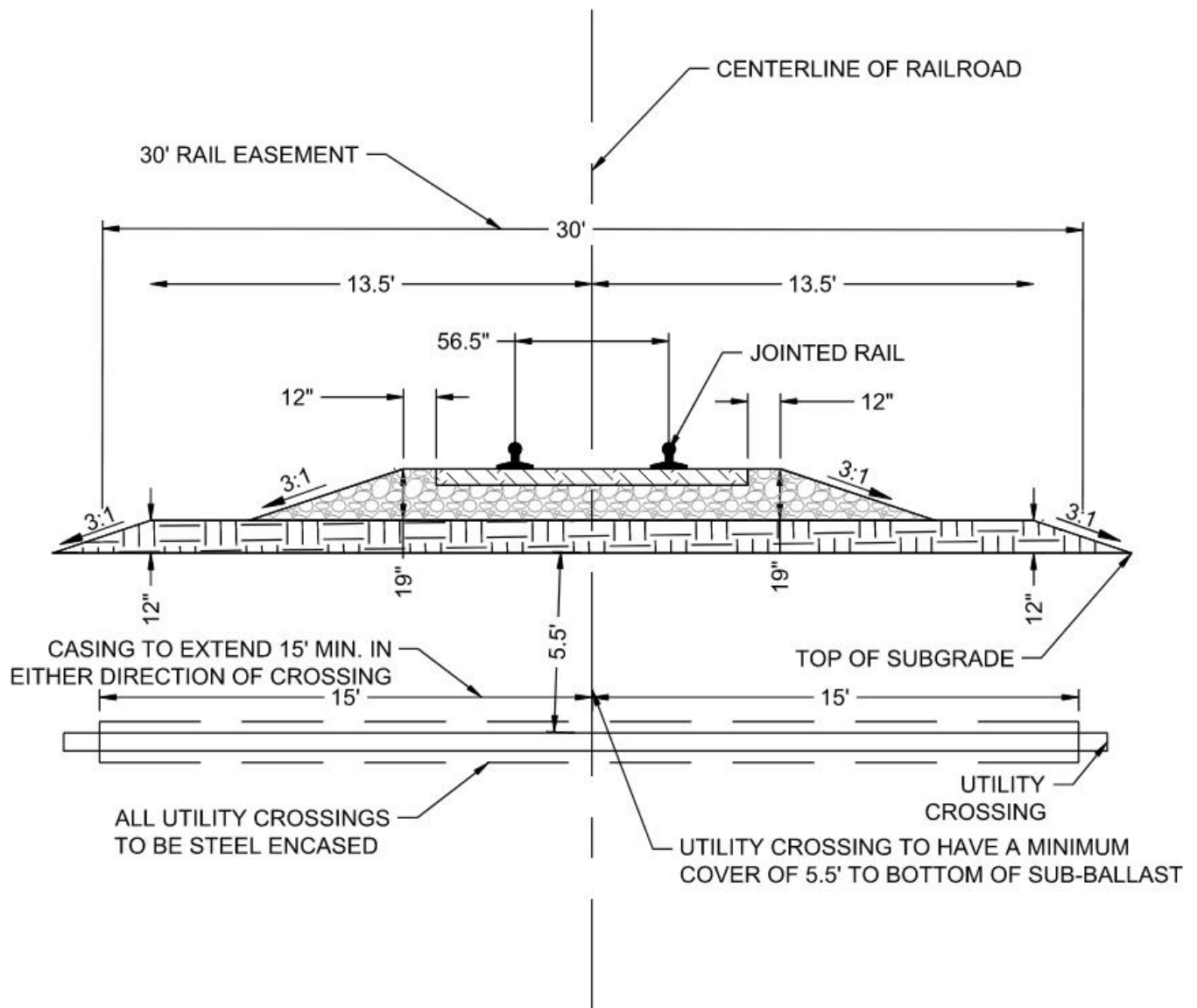


Figure 2-7 – 62' ROW Section (Access Road)

2.2.3 RAIL

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



LEGEND



BALLAST



SUB-BALLAST

Figure 2-8 – Victory MPA1 Utility Crossing Standards

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

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

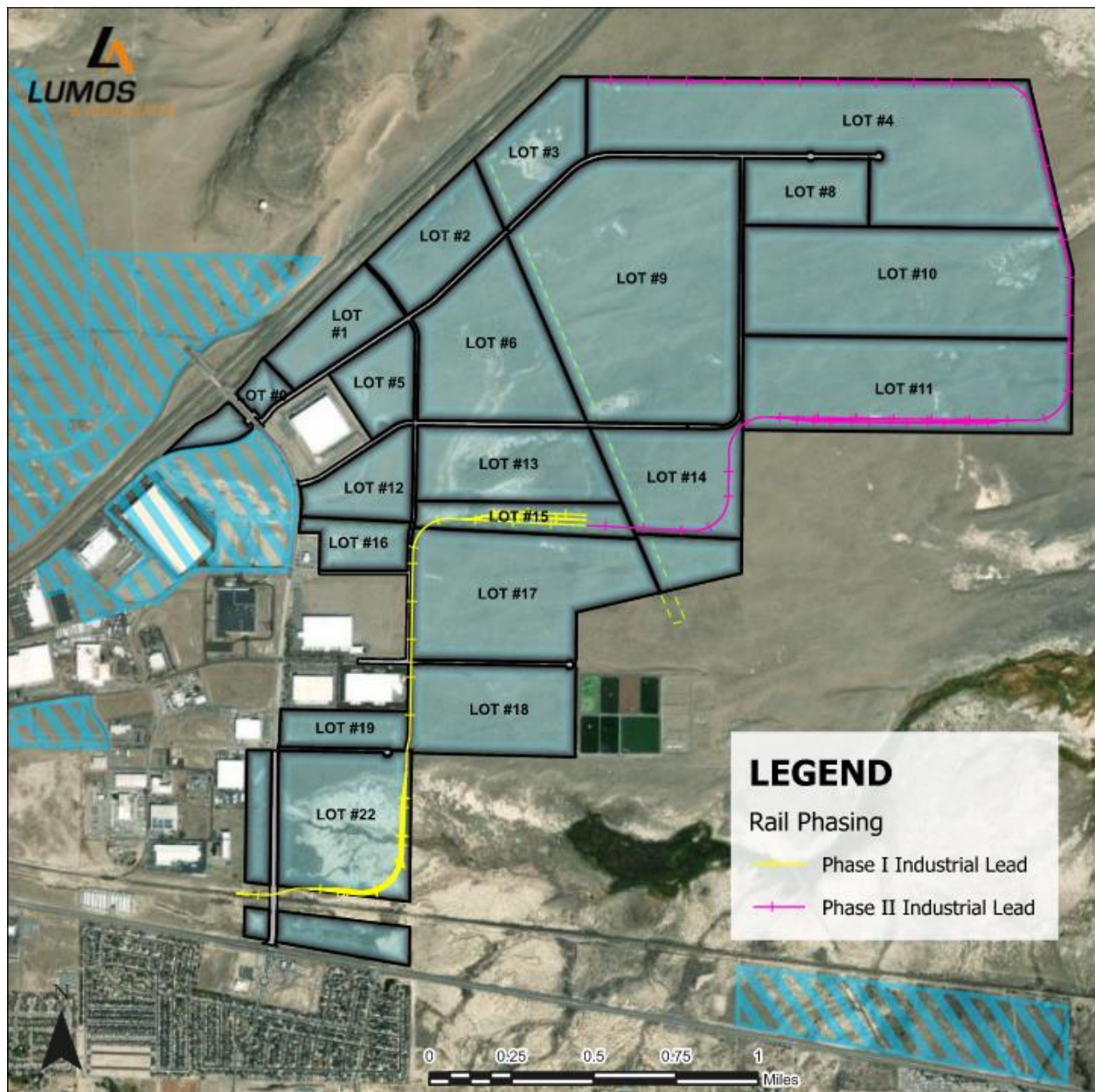


Figure 2-9 – Victory MPA 1 Rail Phasing Diagram

2.3 LANDSCAPE AND IRRIGATION STANDARDS

2.3.1 PURPOSE

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

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

2.3.2 APPLICABILITY

Landscape standards contained here in apply to:

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

2.3.3 LANDSCAPE AND IRRIGATION PLANS

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

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

Example Plant List:

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

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

2.3.4 GENERAL LANDSCAPE STANDARDS

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

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

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

2.3.5 PARKING AREA LANDSCAPING

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

2.3.6 BONDING REQUIREMENTS

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

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

2.3.7 MAINTENANCE

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

2.4 TRASH ENCLOSURES AND MECHANICAL/EQUIPMENT SCREENING

2.4.1 TRASH ENCLOSURES

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

2.4.2 MECHANICAL EQUIPMENT SCREENING

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

2.5 WALLS

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

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

2.6 MAINTENANCE

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

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

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

2.7 STREET LIGHTING

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

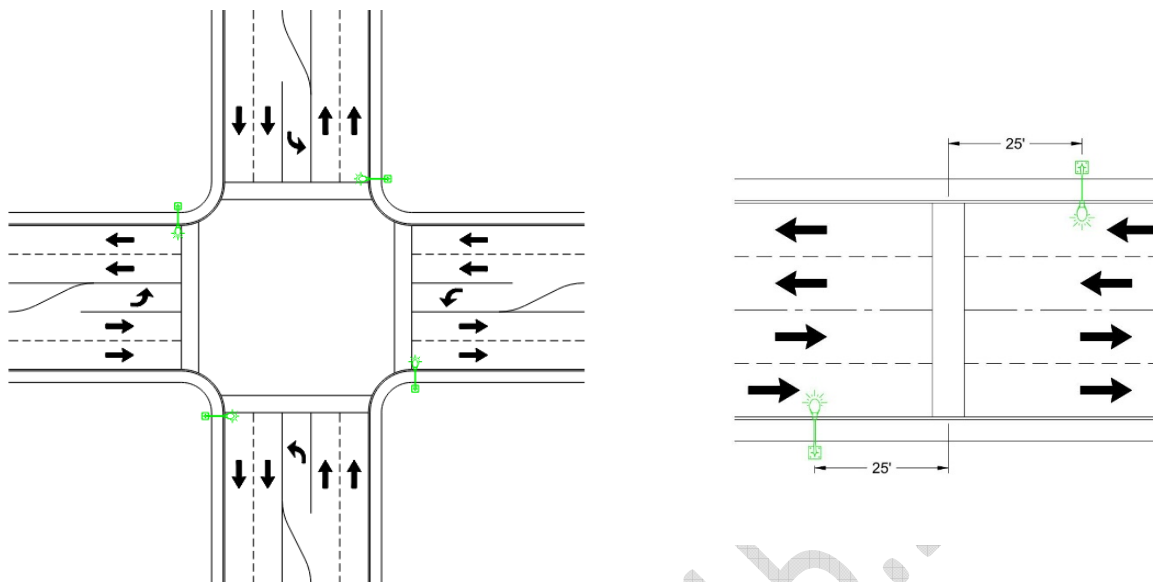


Figure 2-10 – Victory MPA 1 Typical Street Lighting at intersection and crosswalks

2.7.1 ARTERIALS, COLLECTORS, AND LOCAL STREETS

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

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

2.8 ACCESS TO EXISTING CITY FACILITIES

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

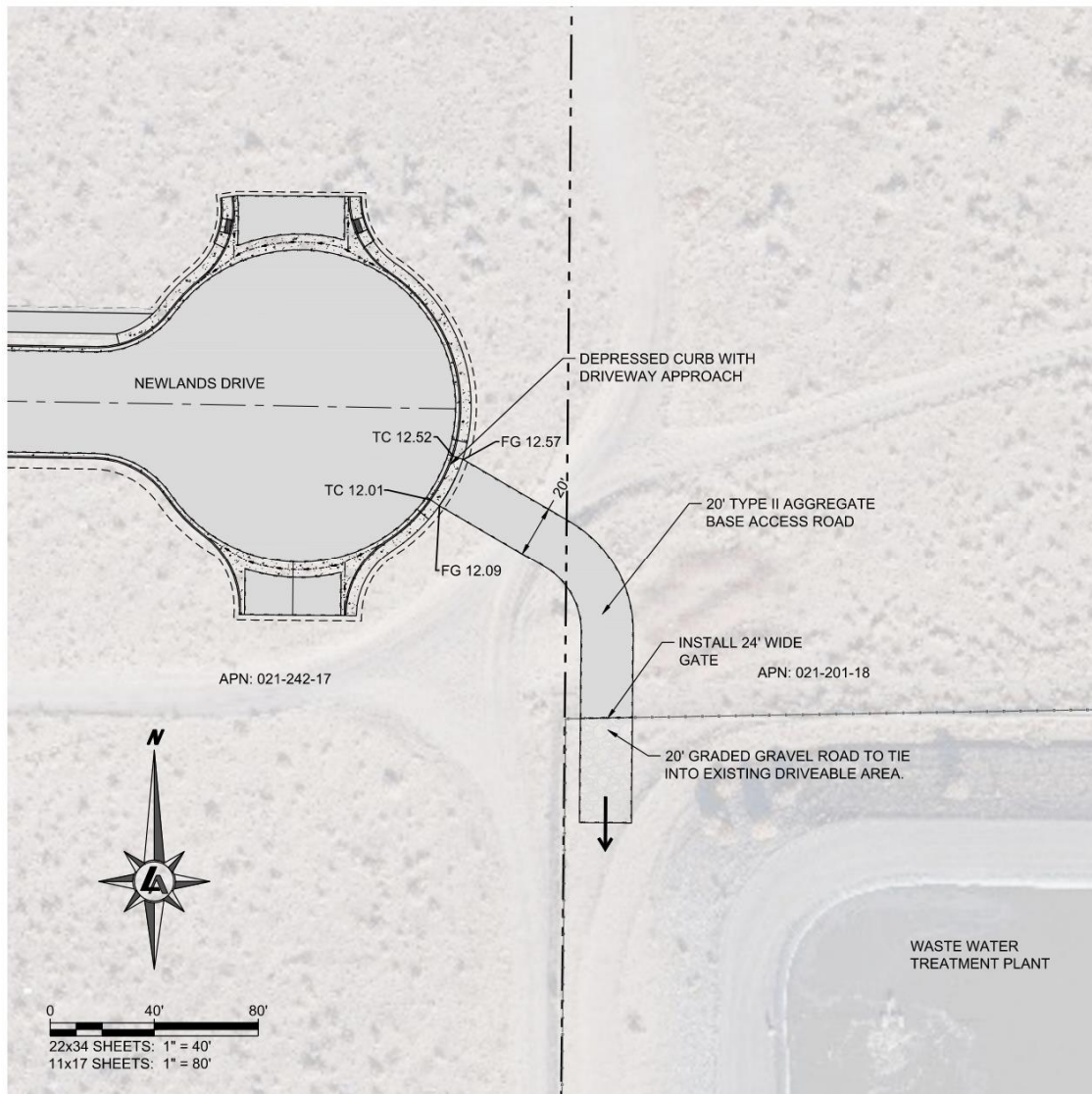


Figure 2-11 – Newlands Drive EWWTP Access

CHAPTER 3 DESIGN STANDARDS AND GUIDELINES

3.1 PURPOSE AND COMPLIANCE

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

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

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

3.2 SITE PLANNING STANDARDS AND GUIDELINES

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

3.2.1 BUILDING ORIENTATION

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



3.2.2 GRADING AND DRAINAGE

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

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

3.2.3 PARKING LOTS AND PARKING LOT ENTRY DRIVES

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

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

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

3.2.4 LIGHTING

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

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

3.2.5 SIGNS

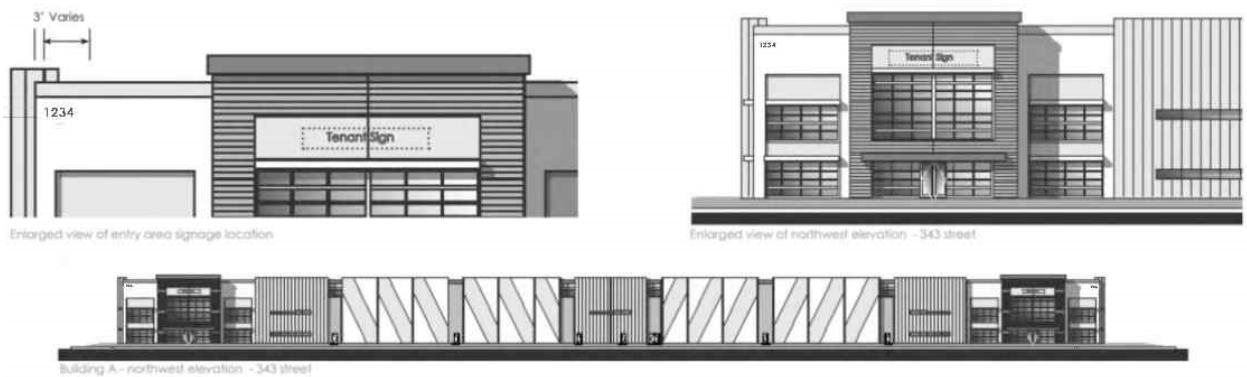
Signs and their integration into the project are a critical element in the design of Victory MPA 1. Careful use of forms, styles, materials, and colors will establish continuity throughout the project. The Victory Sign Program will conform to strict standards of first class industrial projects like Victory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

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

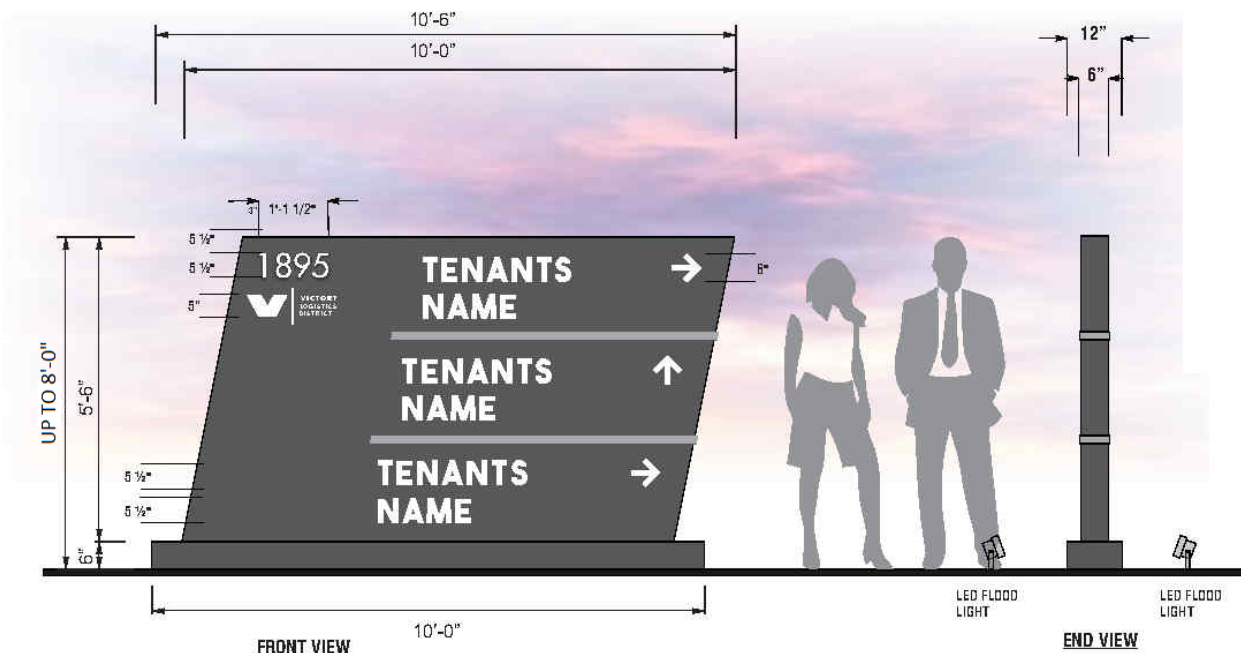


- b. Signs shall be included on facades or entry canopies of buildings and illuminated or backlit with indirect lighting. All tenant identification signs shall be consistently located and integrated into the architectural design of the building entry or office node. Storefront signs shall be proportional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

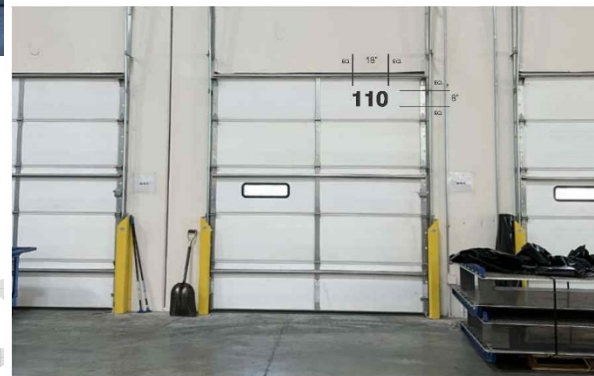
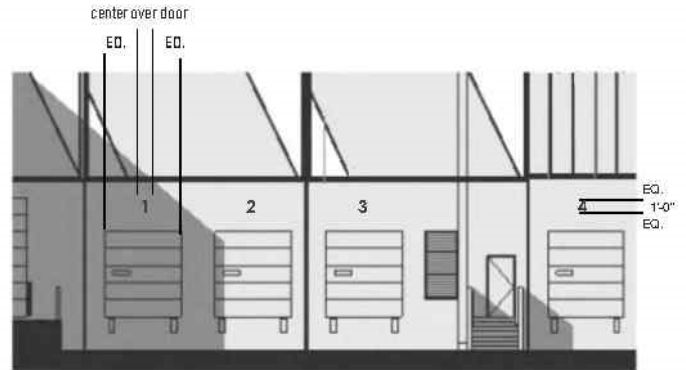




- c. Simple painted or raised letter signs are encouraged. A uniform scheme of colors, materials and style shall be utilized in each building or cluster of buildings. Flashing or animated signs are prohibited. Digital signs may be proposed and shall be in conformance with City of Fernley regulations.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



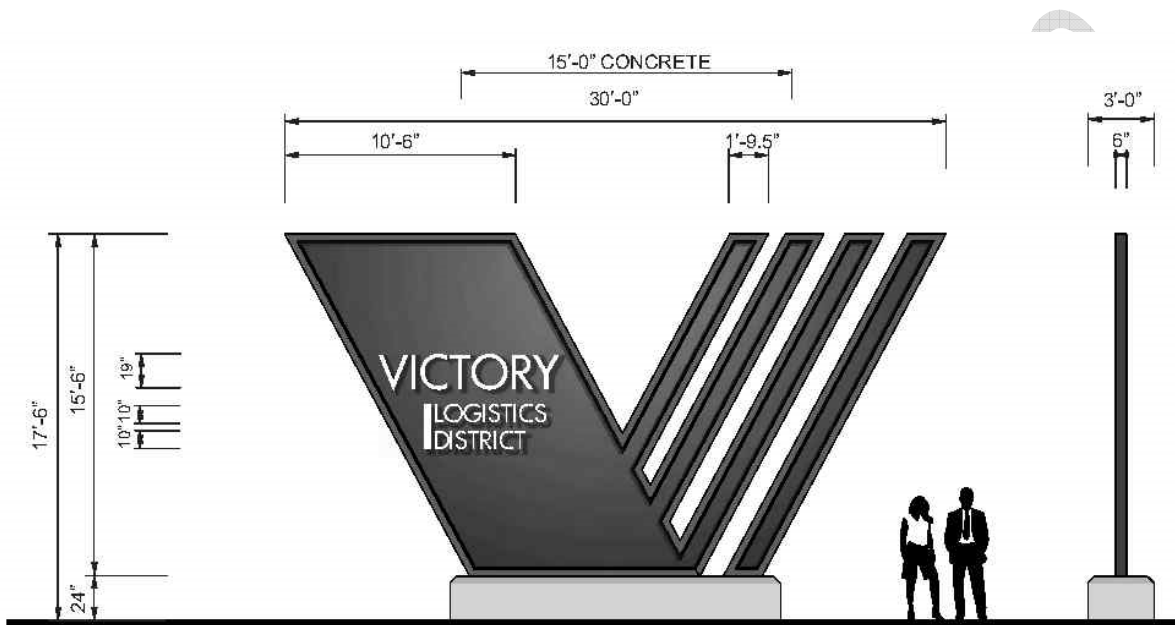
- signage.

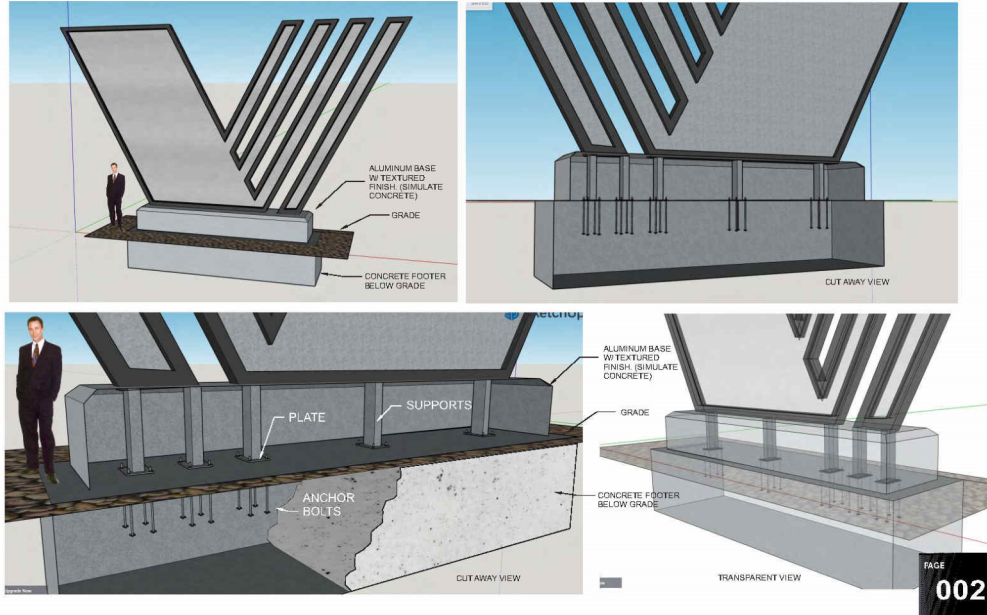


- Municipal Code, the street monument signs are depicted



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







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

3.2.6 WALLS AND FENCES

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

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

3.2.7 SERVICE AND UTILITY AREAS

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

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

3.2.8 DRIVE-THRU FACILITIES

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

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

3.3 ARCHITECTURE STANDARDS AND GUIDELINES

3.3.1 BACKGROUND

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

3.3.2 ARCHITECTURAL THEME

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

3.3.3 BUILDING MASS AND FORM

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

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



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





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

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



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

3.3.4 BUILDING ENTRYWAYS

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

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

- canopies
- overhangs

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

3.3.5 ROOF FORM

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

3.3.6 MATERIALS AND COLORS

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

CHAPTER 4 INFRASTRUCTURE AND PHASING

4.1 UTILITIES/INFRASTRUCTURE

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

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

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

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

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

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

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

4.1.1 OPEN SPACE AND TRAILS/PATHS

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

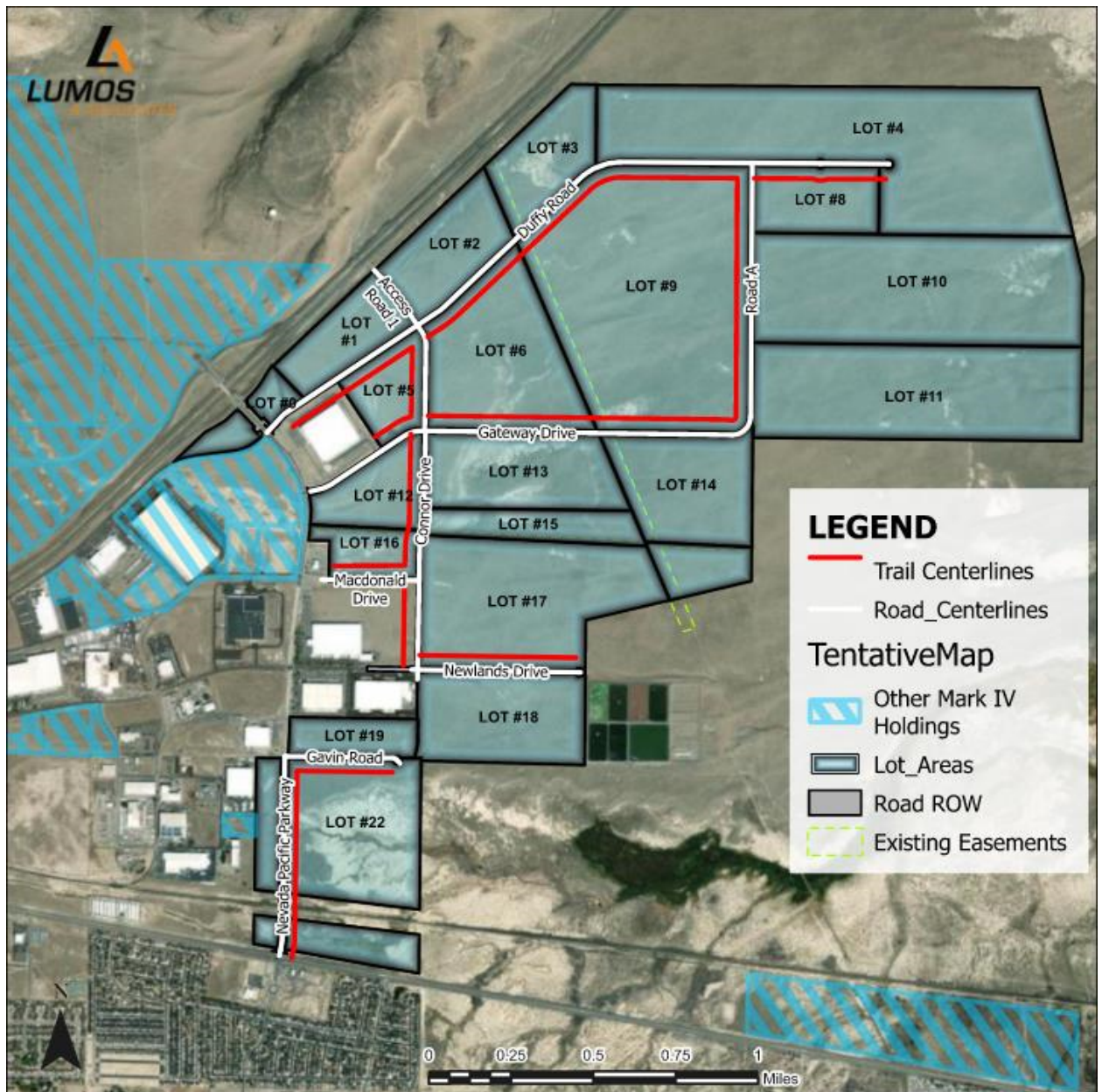


Figure 4-1 – Victory MPA 1 Roadway and Trail System

4.1.2 SANITARY SEWER

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

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

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

Construction Considerations:

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

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

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

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

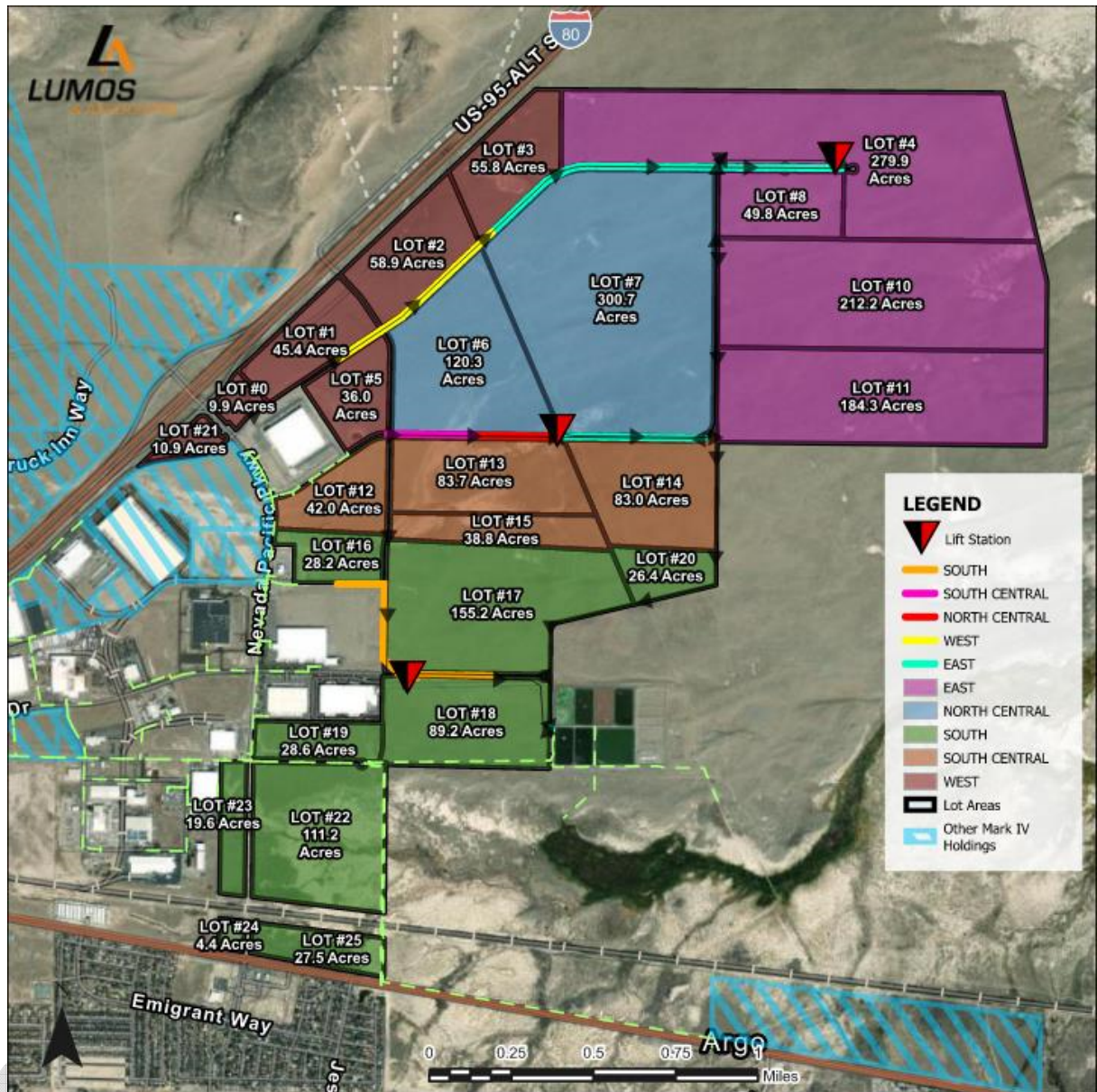


Figure 4-2 – Sewer Phasing

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

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

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

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

4.1.3 WATER

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

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

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

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

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

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

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

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

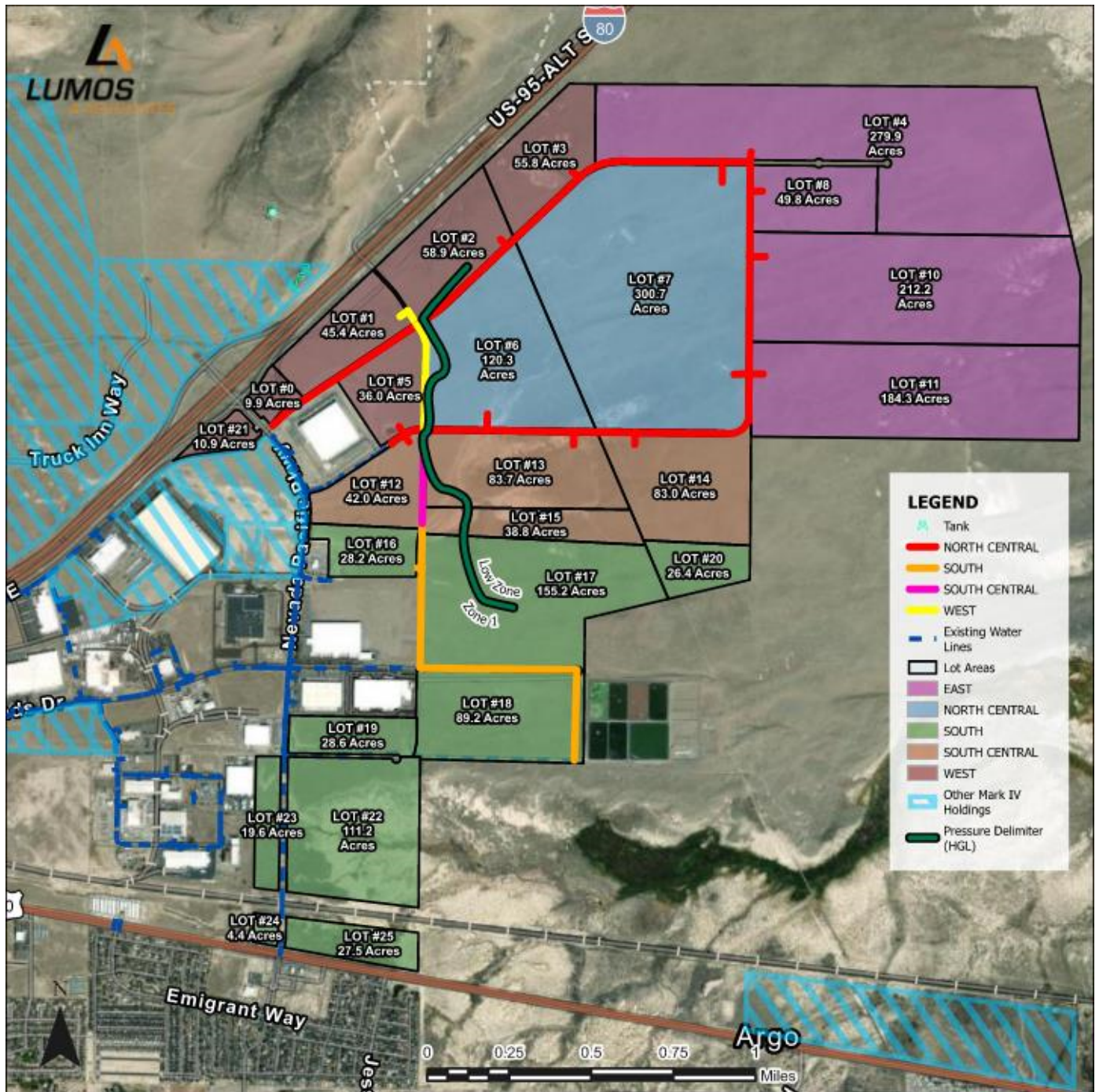


Figure 4-3 – Water Phasing

Table 4-2 – Pipeline lengths for backbone Distribution System

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

4.1.1 DRAINAGE/FLOOD CONTROL

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

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

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

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

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

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

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

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

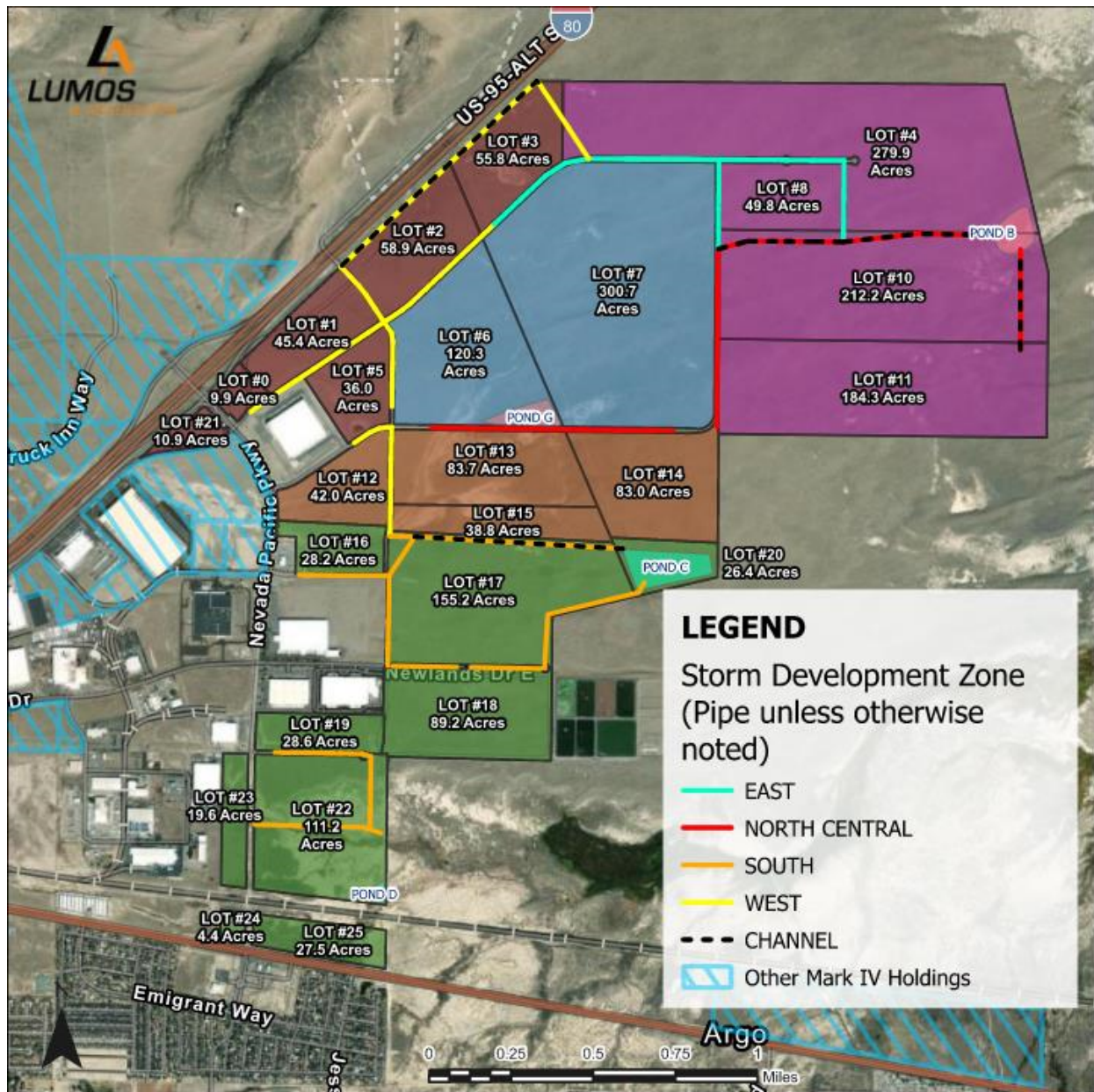


Figure 4-4 - Storm Phasing

4.1.2 TRAFFIC

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

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

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

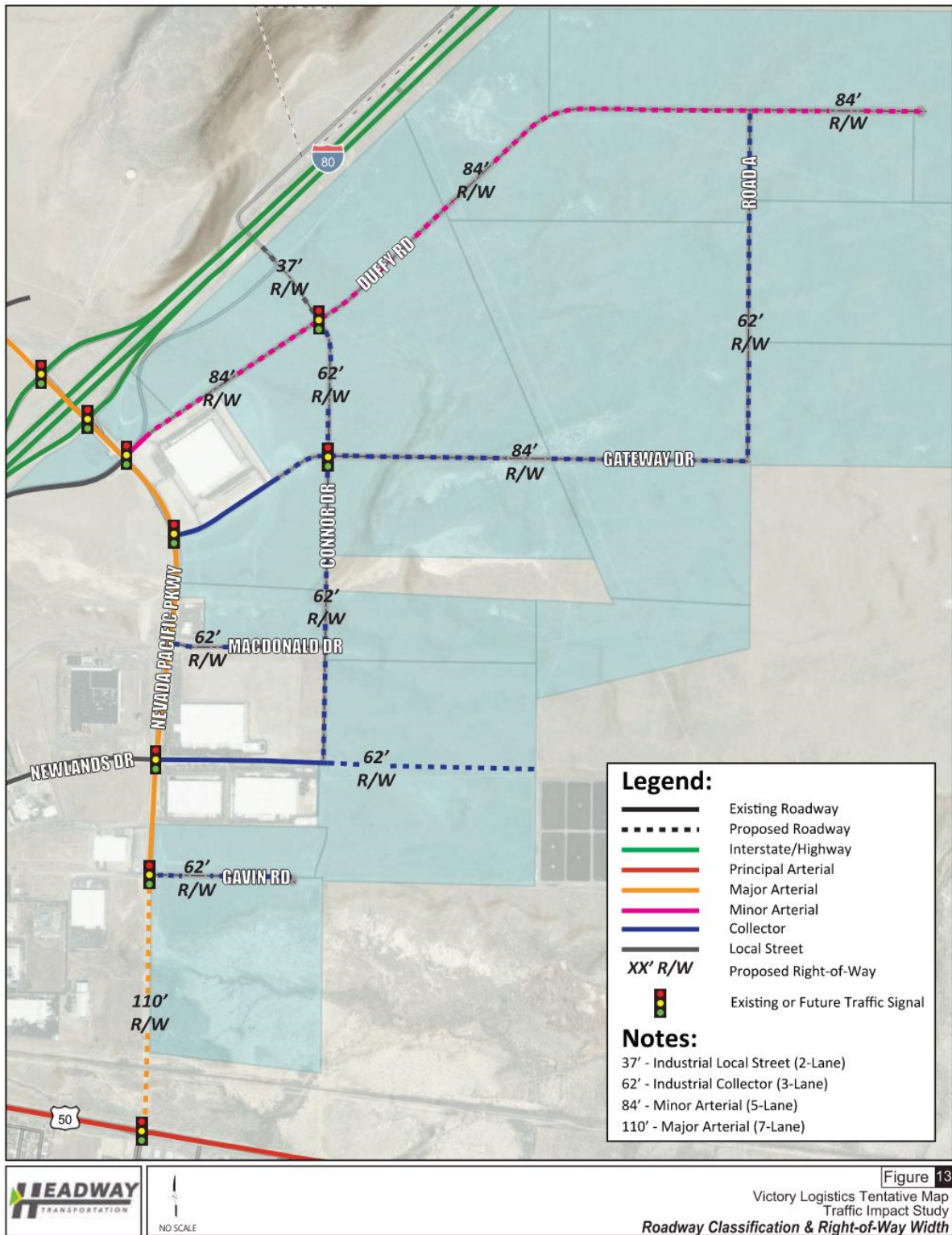


Figure 4-5 – Roadway Infrastructure Improvements

4.1.3 RAIL

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

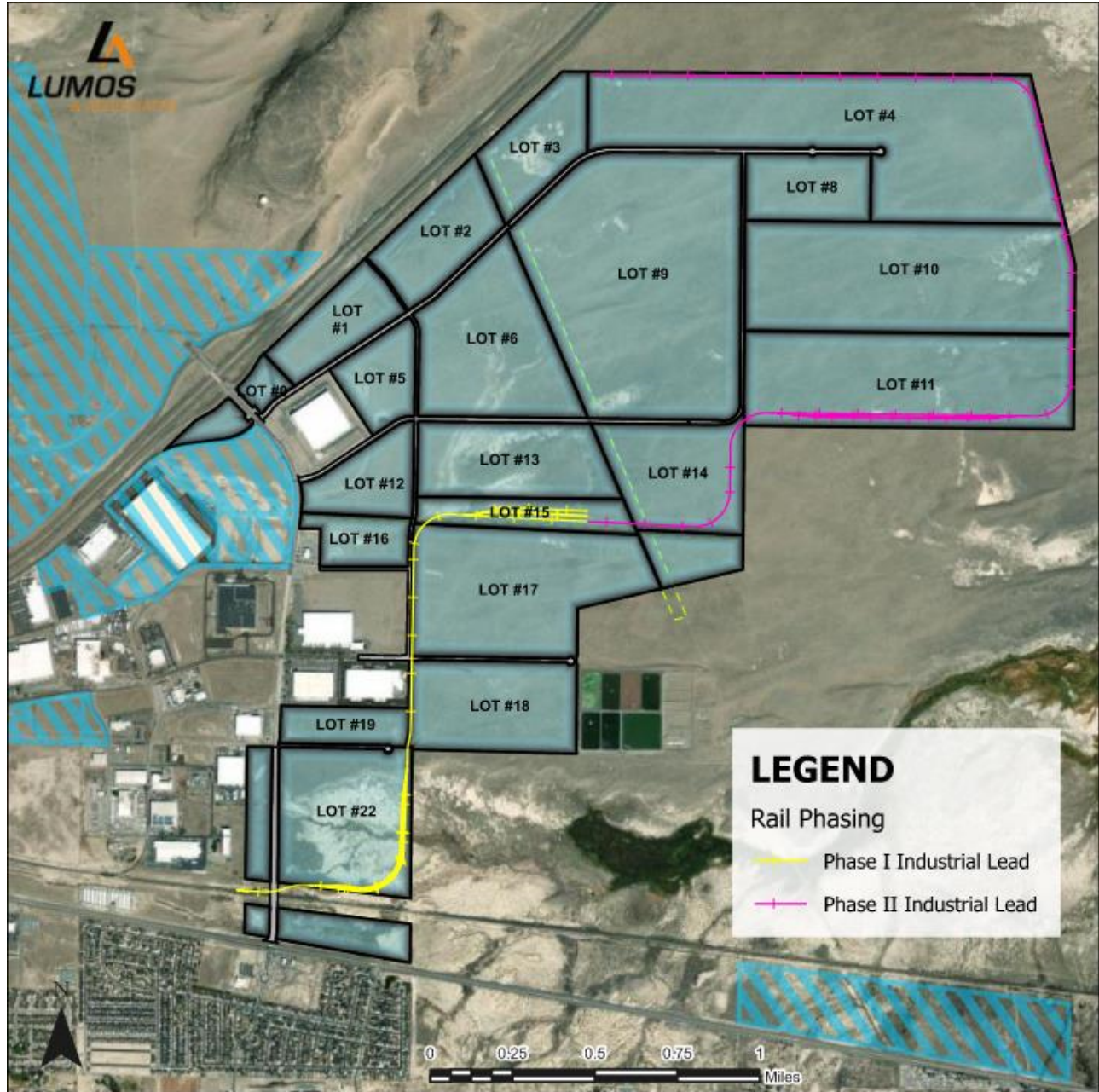


Figure 4-6 – Industrial Lead Infrastructure

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

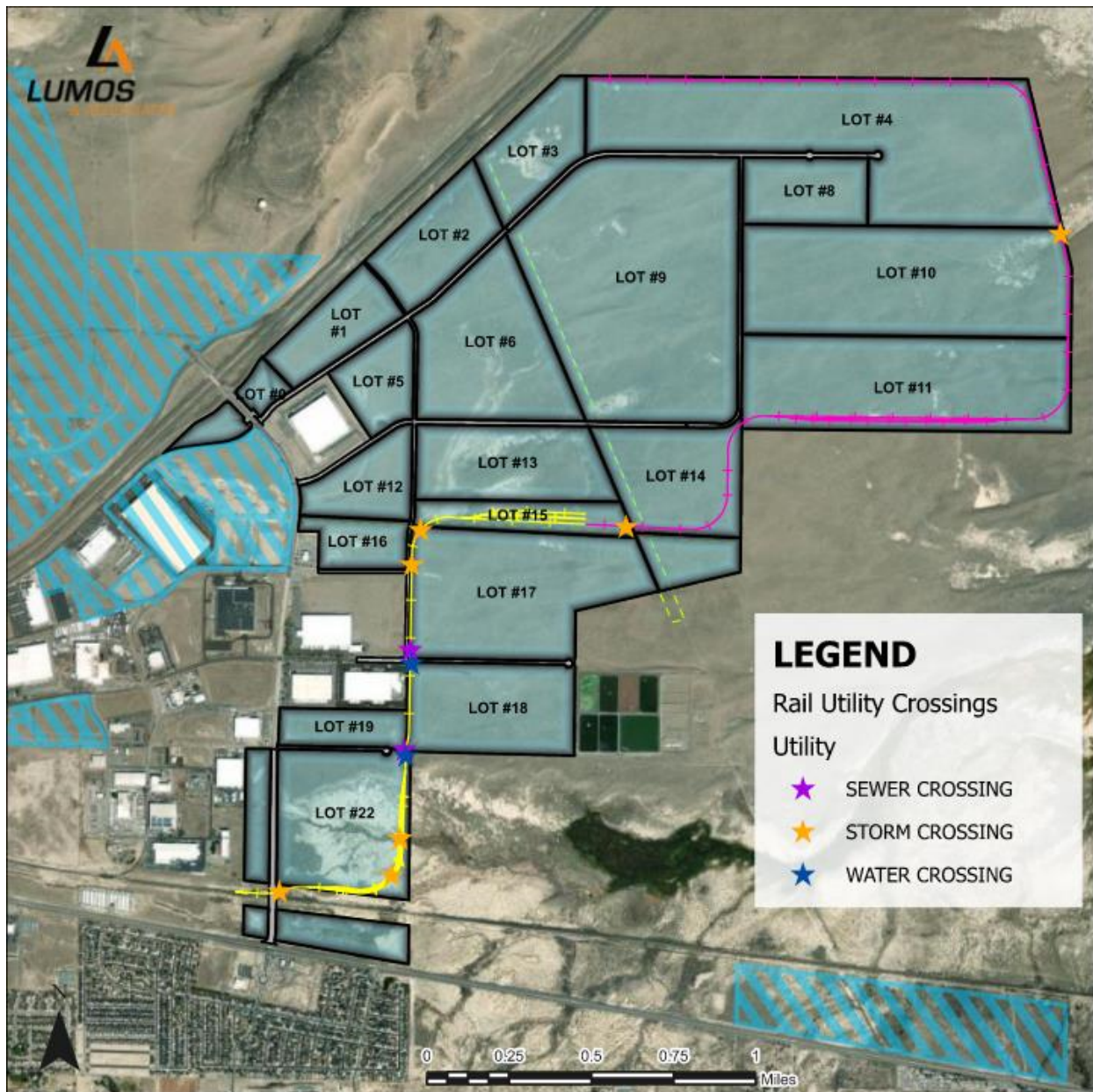


Figure 4-7 – Industrial Lead Anticipated Utility Crossings

4.1.4 ELECTRICITY/NATURAL GAS

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

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

4.1.5 POLICE PROTECTION

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

4.1.6 FIRE PROTECTION

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

4.2 OVERALL PHASING

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

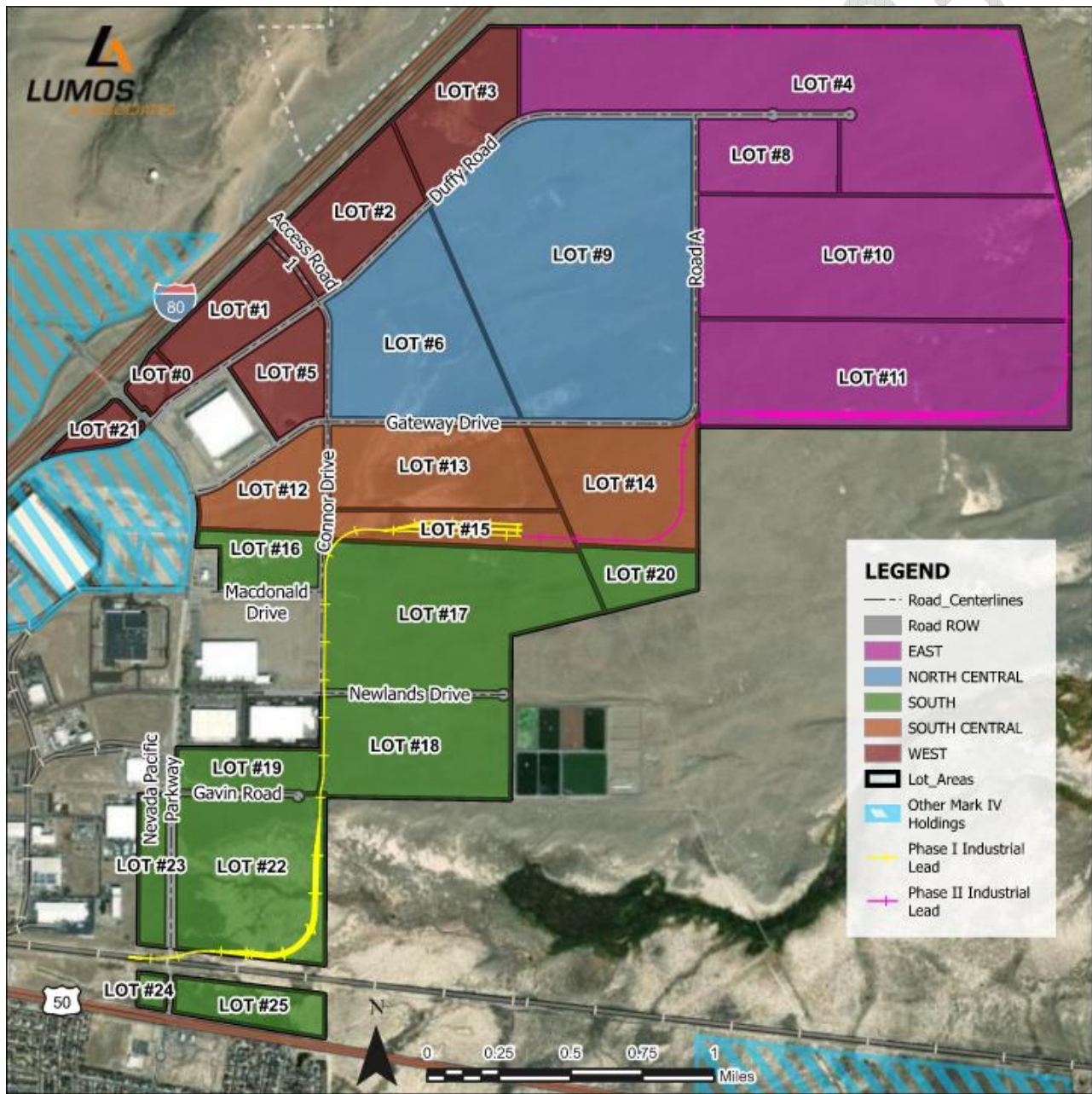


Figure 4-8 – Victory MPA 1 Phasing Plan

4.2.1 CONCURRENCY OF INFRASTRUCTURE AND FACILITIES

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

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

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

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

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

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

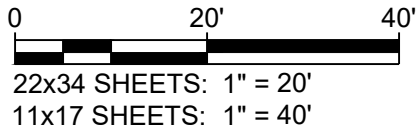
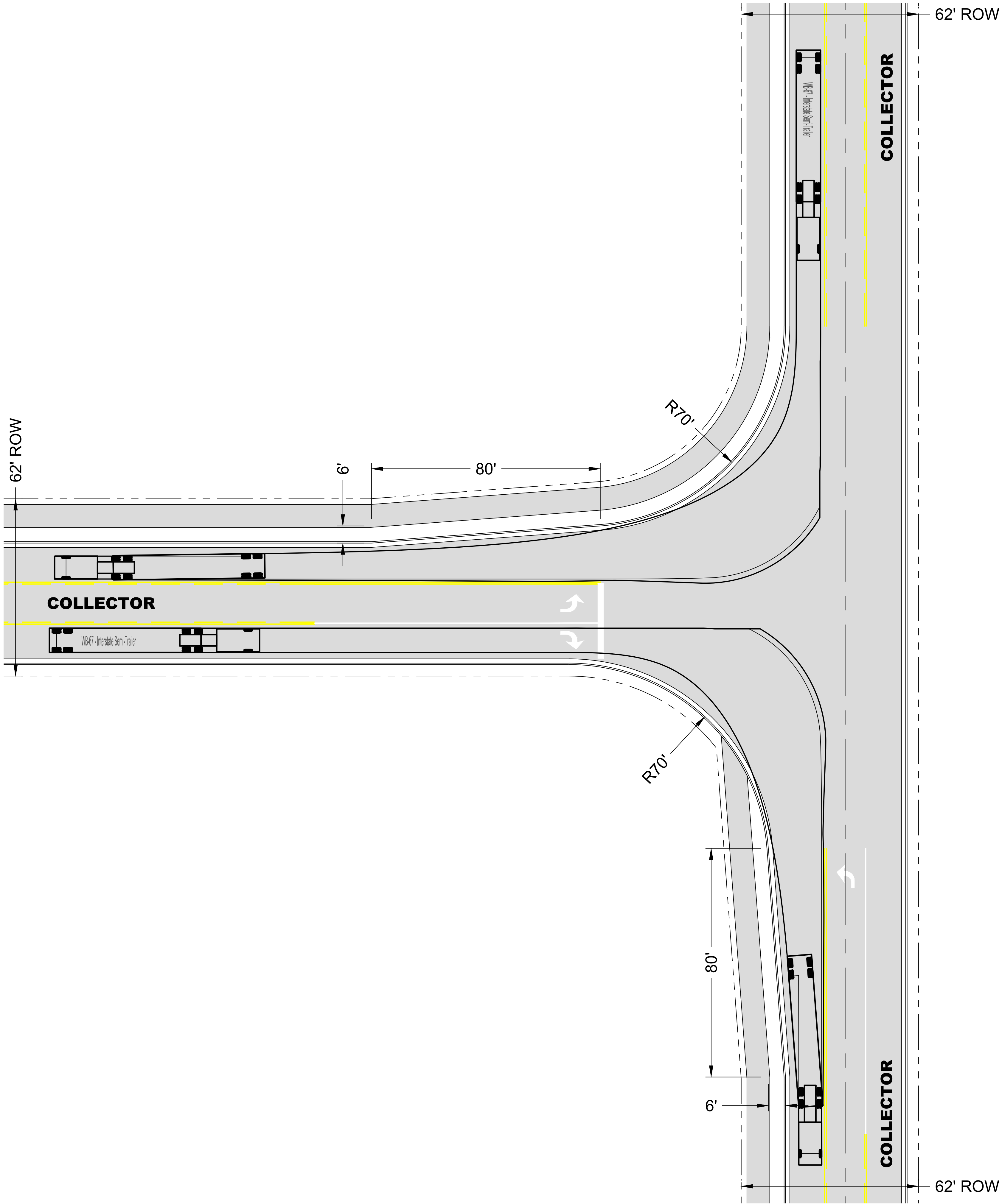
³ Those improvements designated as “Excluded” or “Excluded (NDOT)” in the Funding Category column on the “Victory: Traffic System Phasing Plan” set forth in the Traffic Report.

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

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

Appendix A
Intersection Turning Movements

L:\AP\10067.008 - Victory Logistics Tentative Map\DWG\Exhibits\Vehicle Tracking Exhibit.dwg,Collector-Collector-R,
08/03/2023 08:48 am JPetron



950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

© LUMOS & ASSOCIATES, INC.: THIS DRAWING IS THE PROPERTY OF LUMOS & ASSOCIATES, INC. USE OR REPRODUCTION OF THIS DRAWING, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF LUMOS & ASSOCIATES, INC. IS STRICTLY PROHIBITED. THIS DRAWING IS NOT TO BE USED FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH IT WAS PREPARED.

M4 NEW FERNLEY 00ZB, LLC

VICOTRY LOGISTICS DISTRICT
ROADWAY INTERSECTIONS
COLLECTOR-COLLECTOR RIGHT TURNS

FERNLEY
LYON COUNTY
NEVADA

REV	DATE	DESCRIPTION	BY

BAR IS 1 INCH ON ORIGINAL DRAWING

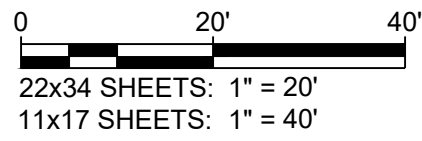
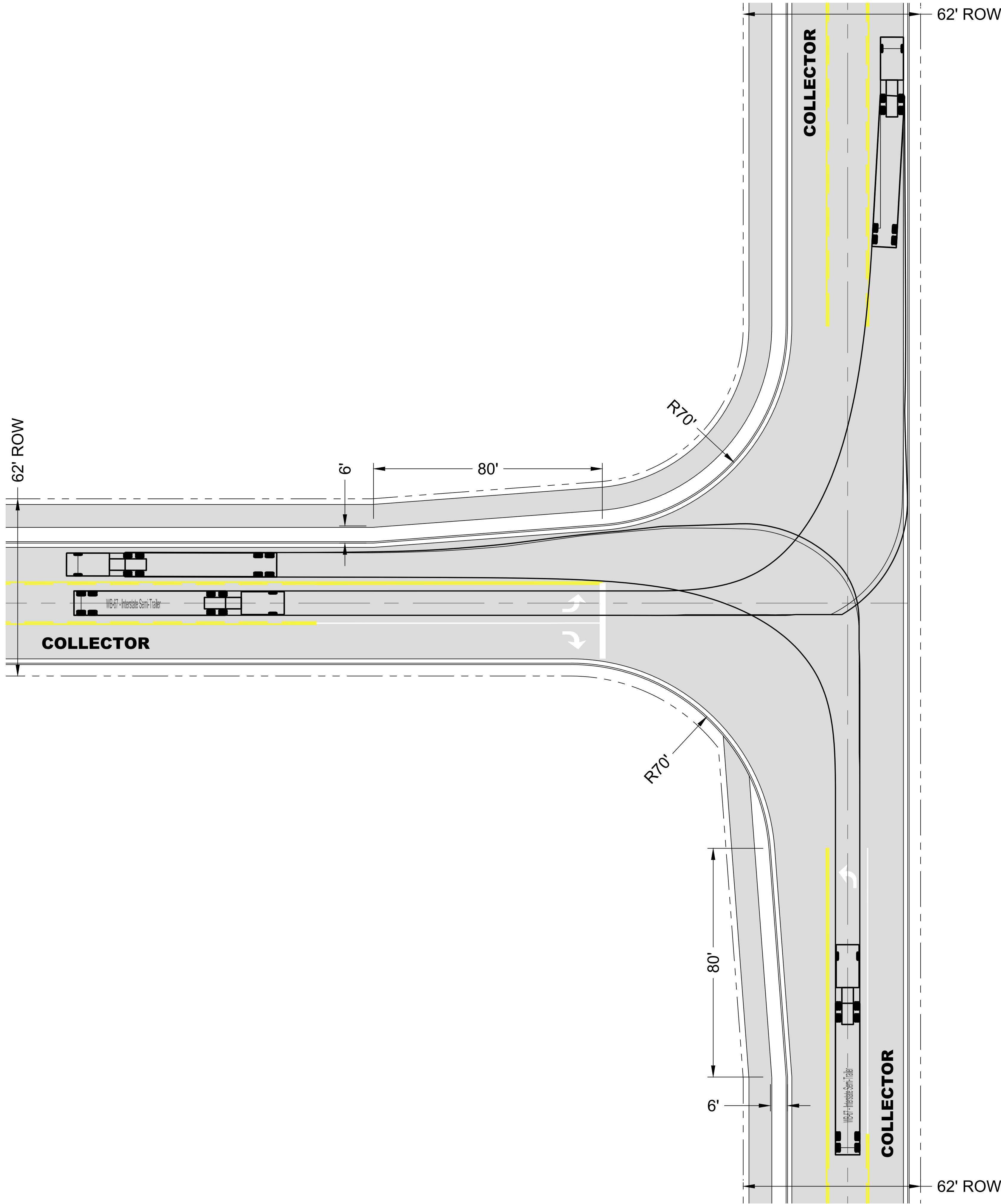
0 1"

IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

EXHIBIT

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

L:\AP\10067.008 - Victory Logistics Tentative Map\DWG\Exhibits\Vehicle Tracking Exhibit.dwg,Collector-L, 08/03/2023 08:48 am, JPetron



950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

© LUMOS & ASSOCIATES, INC.: THIS DRAWING IS THE PROPERTY OF LUMOS & ASSOCIATES, INC. USE OR REPRODUCTION OF THIS DRAWING, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF LUMOS & ASSOCIATES, INC. IS STRICTLY PROHIBITED. THIS DRAWING IS NOT TO BE USED FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH IT WAS PREPARED.

M4 NEW FERNLEY GOZB, LLC

VICOTRY LOGISTICS DISTRICT
ROADWAY INTERSECTIONS
COLLECTOR-COLLECTOR LEFT TURNS

FERNLEY

LYON COUNTY

NEVADA

REV	DATE	DESCRIPTION	BY

BAR IS 1 INCH ON ORIGINAL DRAWING

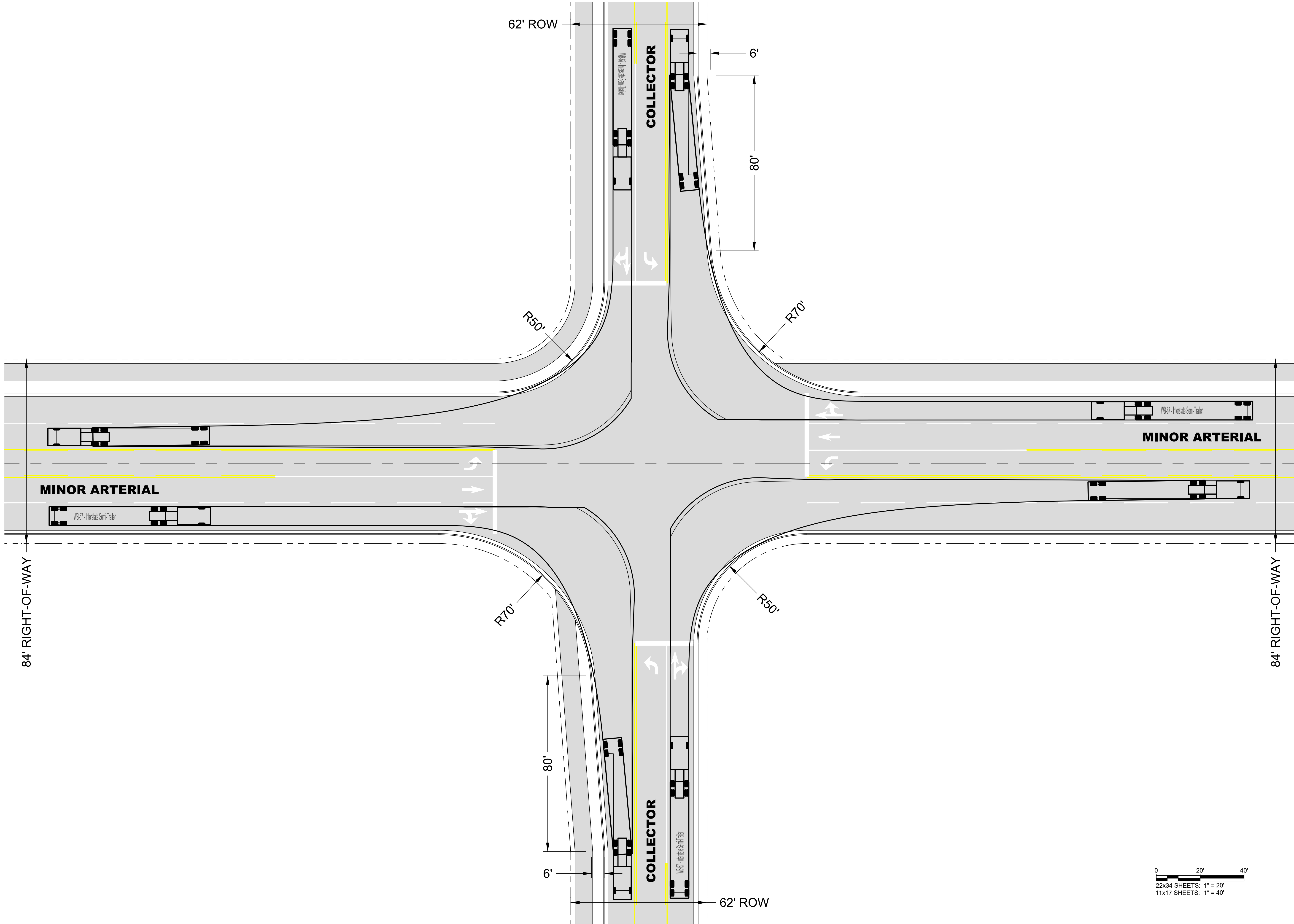


IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

EXHIBIT

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

L:\AP\10067.008 - Victory Logistics Tentative Map\DWG\Exhibits\Vehicle Tracking Exhibit.dwg;Minor-Collector-R;
08/02/2023 07:52 pm JPetron



950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

© LUMOS & ASSOCIATES, INC.: THIS DRAWING IS THE PROPERTY OF LUMOS & ASSOCIATES, INC. USE OR REPRODUCTION OF THIS DRAWING, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF LUMOS & ASSOCIATES, INC. IS STRICTLY PROHIBITED. THIS DRAWING IS NOT TO BE USED FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH IT WAS PREPARED.

M4 NEW FERNLEY QOZB, LLC

VICOTRY LOGISTICS DISTRICT
ROADWAY INTERSECTIONS
MINOR ARTERIAL-COLLECTOR RIGHT TURNS

NEVADA
LYON COUNTY
FERNLEY

REV	DATE	DESCRIPTION	BY

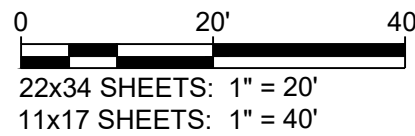
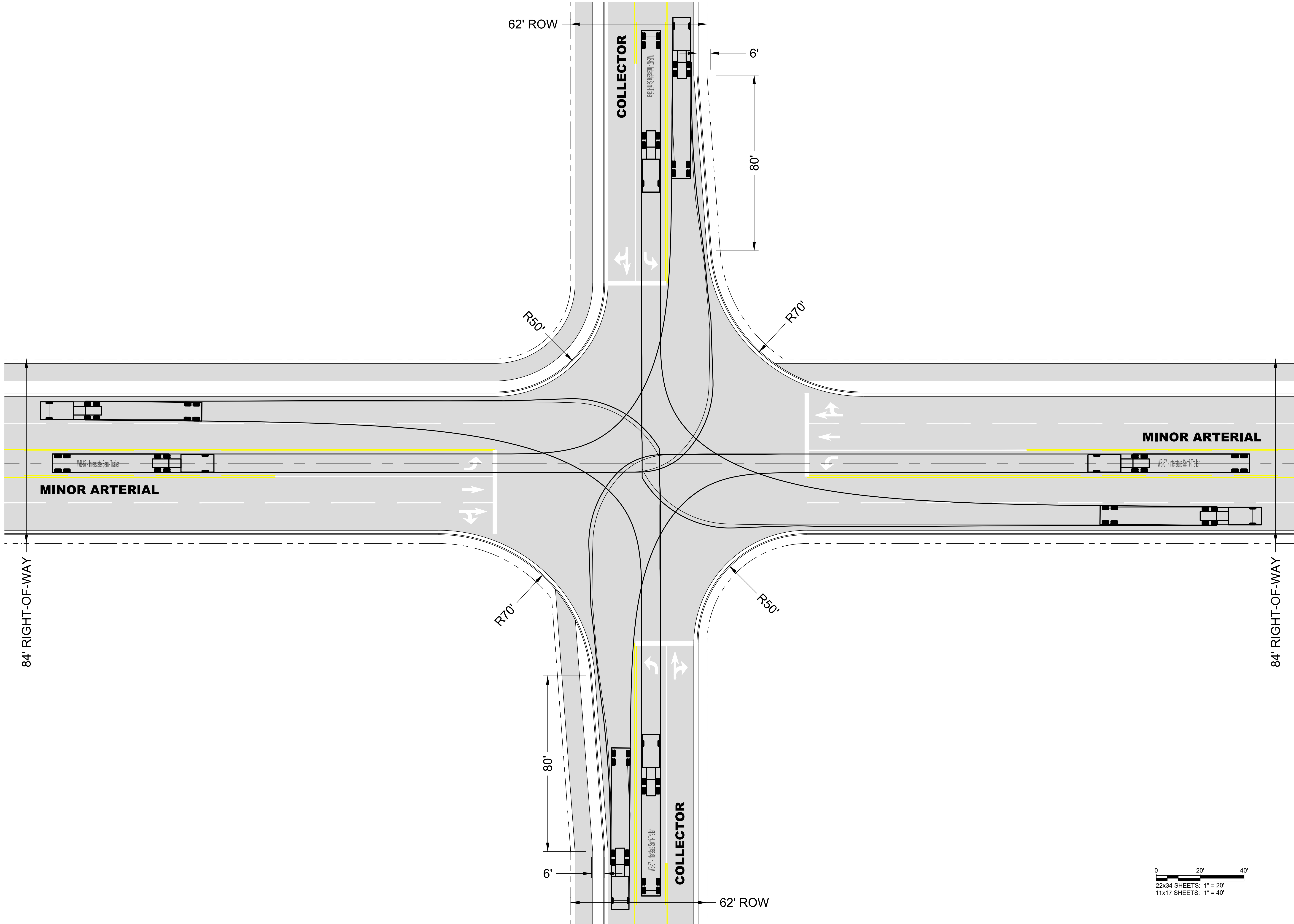
BAR IS 1 INCH ON ORIGINAL DRAWING
0 1"

IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

EXHIBIT

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

L:\AP\10067.008 - Victory Logistics Tentative Map\DWG\Exhibits\Vehicle Tracking Exhibit.dwg;Minor-Collector-L
08/02/2023 07:52 pm #etron



950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

© LUMOS & ASSOCIATES, INC.: THIS DRAWING IS THE PROPERTY OF LUMOS & ASSOCIATES, INC. USE OR REPRODUCTION OF THIS DRAWING, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF LUMOS & ASSOCIATES, INC. IS STRICTLY PROHIBITED. THIS DRAWING IS NOT TO BE USED FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH IT WAS PREPARED.

M4 NEW FERNLEY QOZB, LLC

VICOTRY LOGISTICS DISTRICT
ROADWAY INTERSECTIONS
MINOR ARTERIAL-COLLECTOR LEFT TURNS

NEVADA

LYON COUNTY

FERNLEY

REV	DATE	DESCRIPTION	BY

BAR IS 1 INCH ON ORIGINAL DRAWING

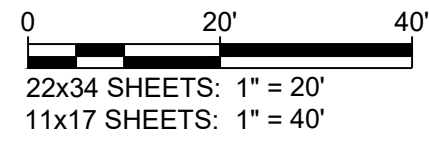
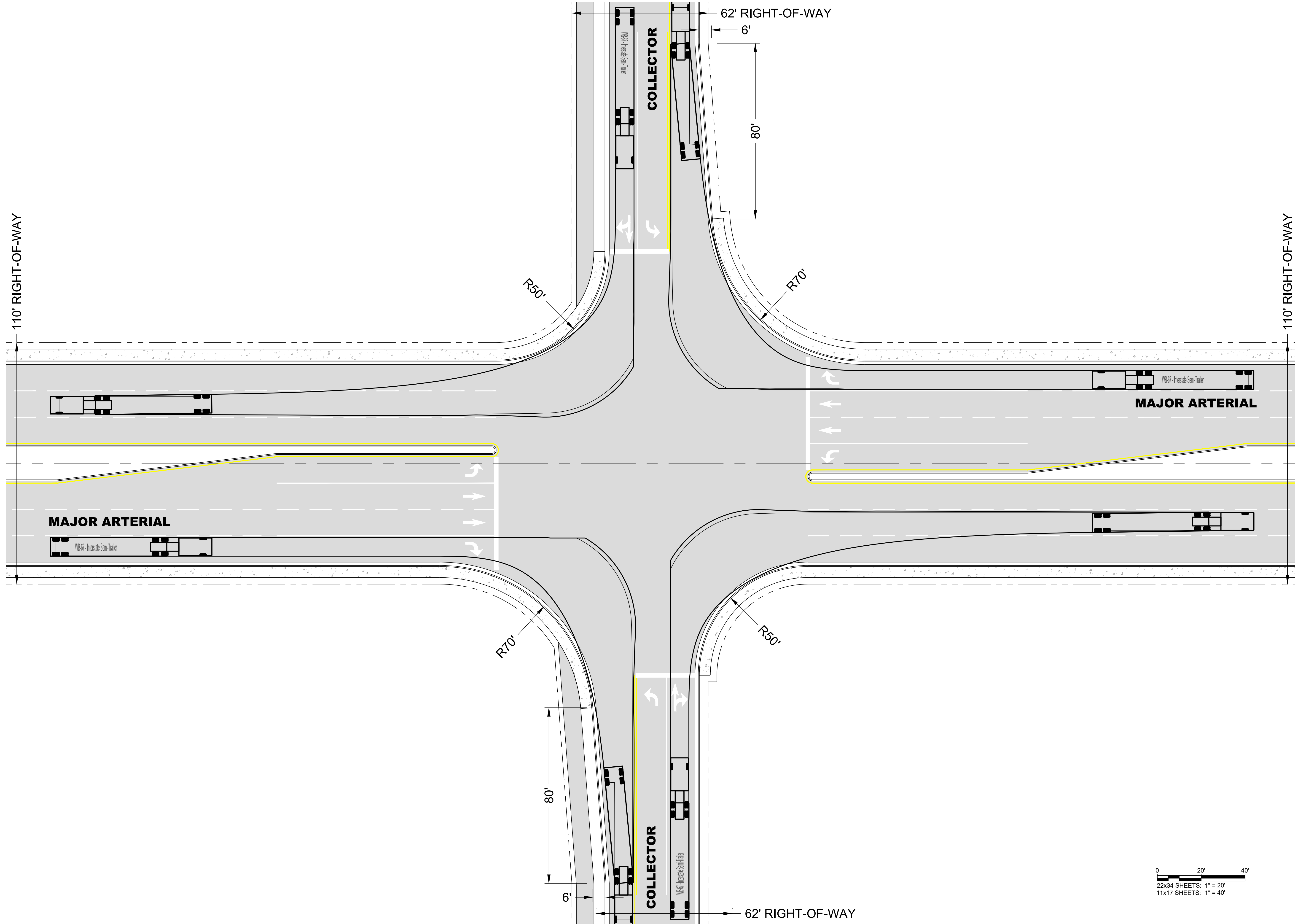
0 1"

IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

EXHIBIT

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

L:\AP\10067.008 - Victory Logistics Tentative Map\DWG\Exhibits\Vehicle Tracking Exhibit.dwg;Major-Collector-R;
08/02/2023 07:52 pm JPetron



950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

© LUMOS & ASSOCIATES, INC. THIS DRAWING IS THE PROPERTY OF LUMOS & ASSOCIATES, INC. USE OR REPRODUCTION OF THIS DRAWING, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF LUMOS & ASSOCIATES, INC. IS STRICTLY PROHIBITED. THIS DRAWING IS NOT TO BE USED FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH IT WAS PREPARED.

M4 NEW FERNLEY 002B, LLC

VICOTRY LOGISTICS DISTRICT
ROADWAY INTERSECTIONS
MAJOR ARTERIAL-COLLECTOR RIGHT TURNS

NEVADA
LYON COUNTY
FERNLEY

REV	DATE	DESCRIPTION	BY

BAR IS 1 INCH ON ORIGINAL DRAWING

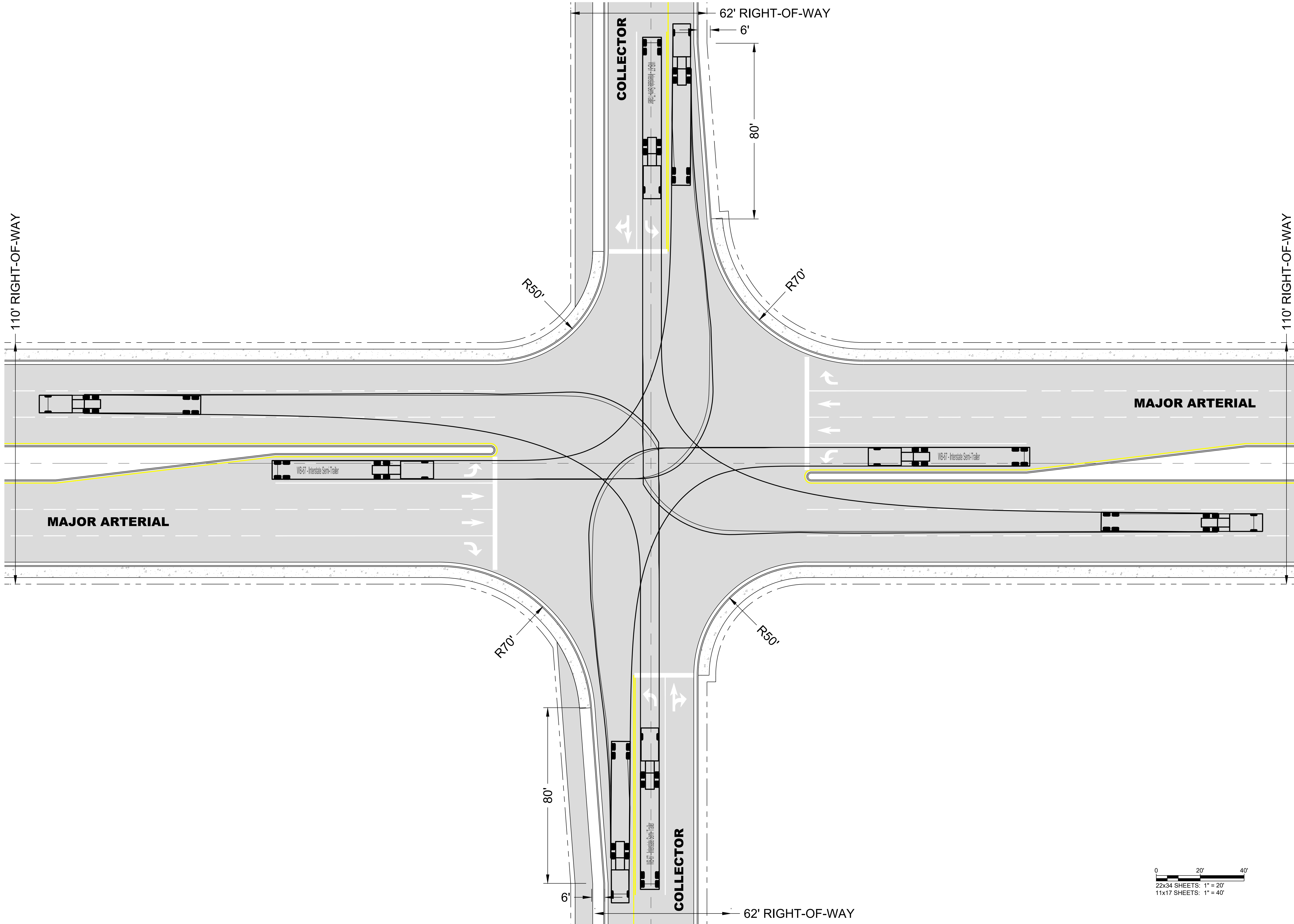


IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

EXHIBIT

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

L:\APR\10067.008 - Victory Logistics Tentative Map\DWG\Exhibits\Vehicle Tracking Exhibit.dwg;Major-Collector-L
08/02/2023 07:52 pm JPetron



950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

© LUMOS & ASSOCIATES, INC. THIS DRAWING IS THE PROPERTY OF LUMOS & ASSOCIATES, INC. USE OR REPRODUCTION OF THIS DRAWING, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF LUMOS & ASSOCIATES, INC. IS STRICTLY PROHIBITED. THIS DRAWING IS NOT TO BE USED FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH IT WAS PREPARED.

M4 NEW FERNLEY 002B, LLC

VICOTRY LOGISTICS DISTRICT
ROADWAY INTERSECTIONS
MAJOR ARTERIAL-COLLECTOR LEFT TURNS

NEVADA
LYON COUNTY
FERNLEY

REV	DATE	DESCRIPTION	BY

BAR IS 1 INCH ON ORIGINAL DRAWING

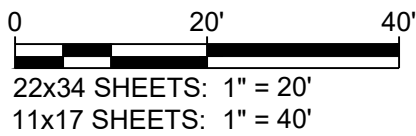
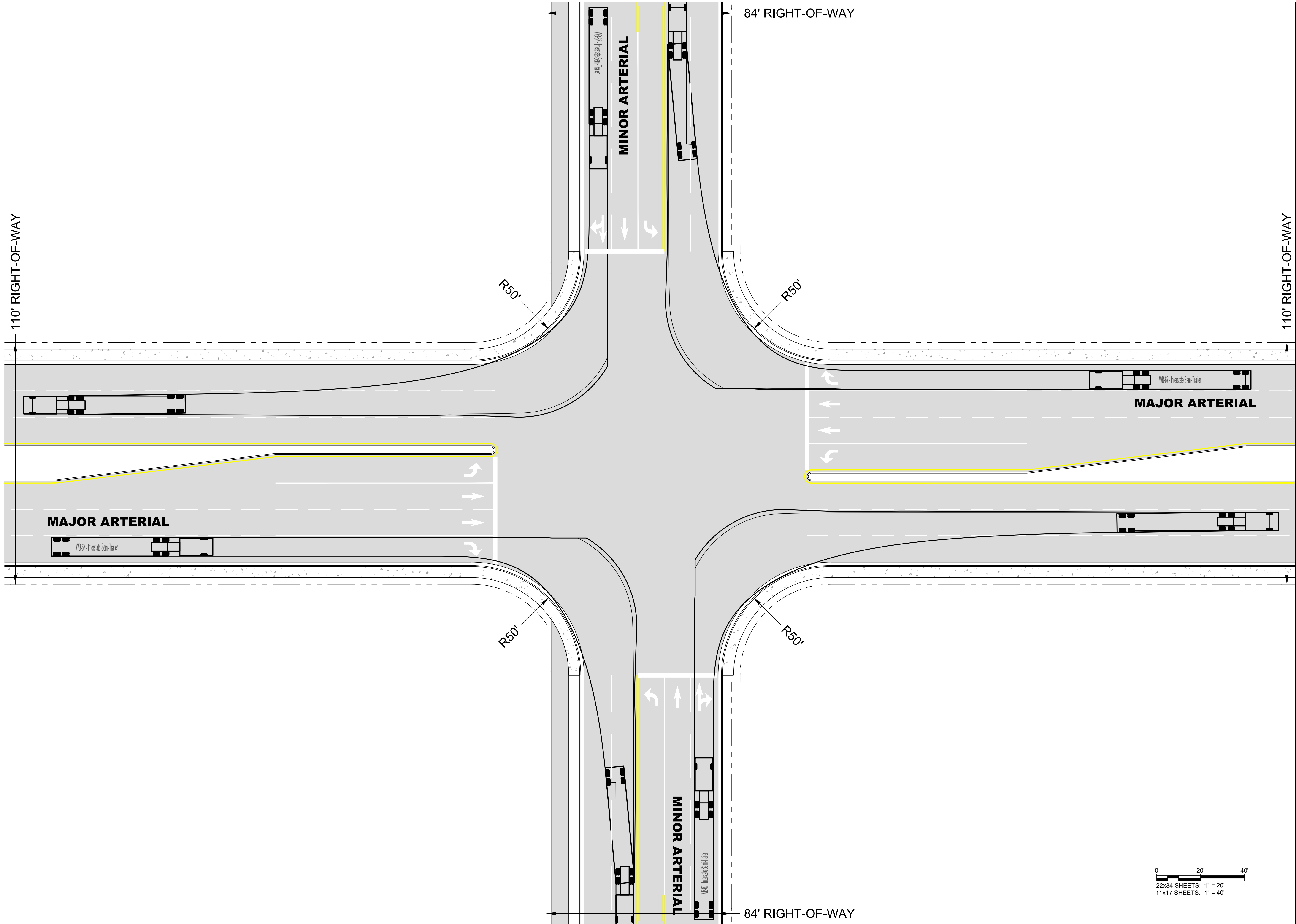
0 1"

IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

EXHIBIT

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

L:\APR\10067.008 - Victory Logistics Tentative Map\DWG\Exhibits\Vehicle Tracking Exhibit.dwg;Major-Minor-R;
08/02/2023 07:53 pm JPetron



950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

© LUMOS & ASSOCIATES, INC.: THIS DRAWING IS THE PROPERTY OF LUMOS & ASSOCIATES, INC. USE OR REPRODUCTION OF THIS DRAWING, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF LUMOS & ASSOCIATES, INC. IS STRICTLY PROHIBITED. THIS DRAWING IS NOT TO BE USED FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH IT WAS PREPARED.

M4 NEW FERNLEY QOZB, LLC

VICOTRY LOGISTICS DISTRICT
ROADWAY INTERSECTIONS

MAJOR ARTERIAL-MINOR ARTERIAL LEFT TURNS

FERNLEY

LYON COUNTY

NEVADA

REV	DATE	DESCRIPTION	BY

BAR IS 1 INCH ON ORIGINAL DRAWING

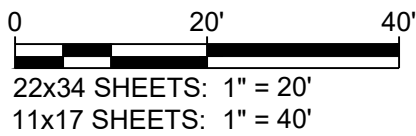
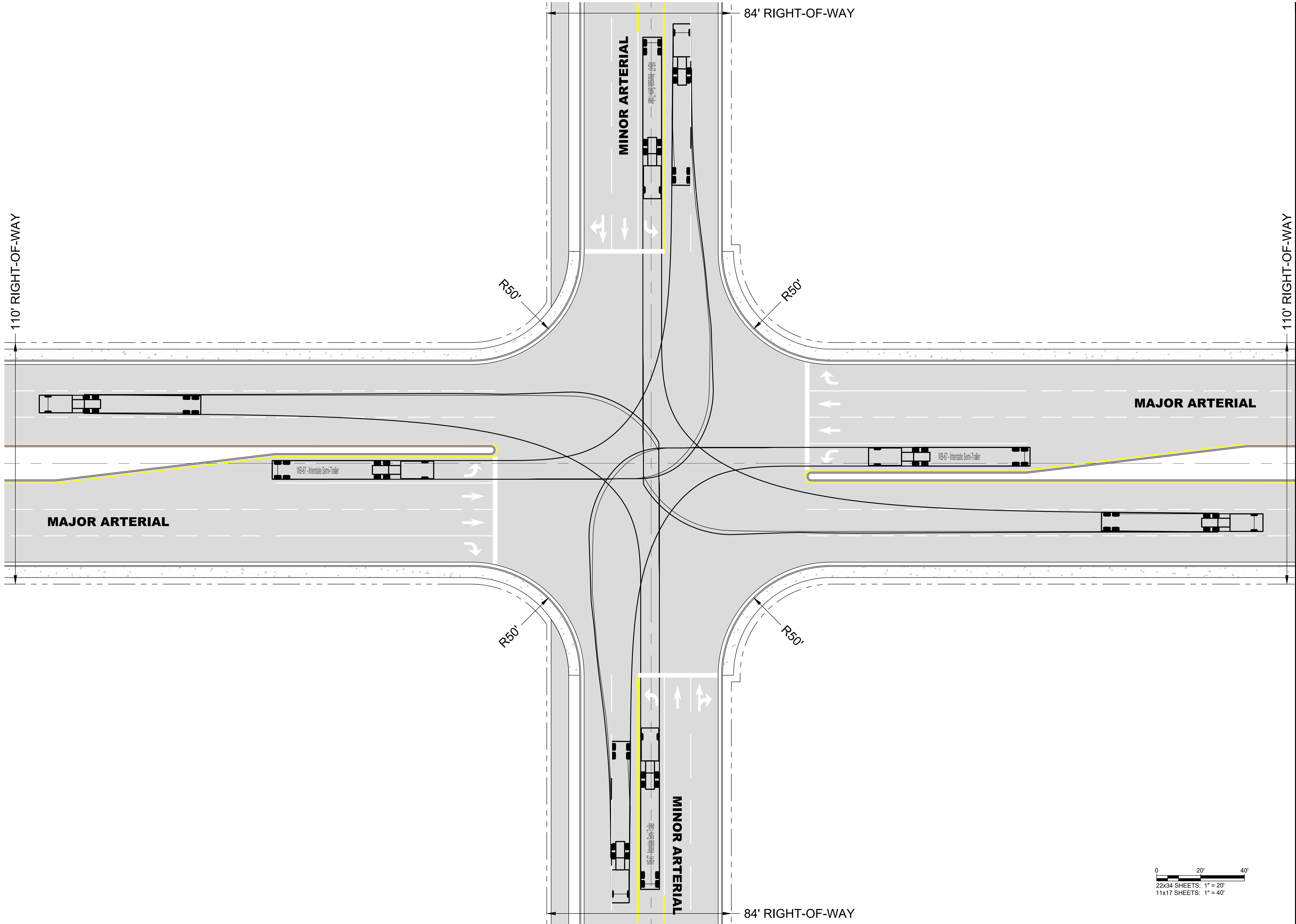


IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

EXHIBIT

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

L:\APR\10067.008 - Victory Logistics Tentative Map\DWG\Exhibits\Vehicle Tracking Exhibit.dwg;Major-Minor-L
08/02/2023 07:53 pm JPetron



950 SANDHILL ROAD, SUITE 100
RENO, NV 89521
TEL: 775.827.6111
WWW.LUMOSINC.COM
INFO@LUMOSINC.COM

© LUMOS & ASSOCIATES, INC.: THIS DRAWING IS THE PROPERTY OF LUMOS & ASSOCIATES, INC. USE OR REPRODUCTION OF THIS DRAWING, IN WHOLE OR IN PART, WITHOUT THE WRITTEN PERMISSION OF LUMOS & ASSOCIATES, INC. IS STRICTLY PROHIBITED. THIS DRAWING IS NOT TO BE USED FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH IT WAS PREPARED.

M4 NEW FERNLEY QOZB, LLC

VICOTRY LOGISTICS DISTRICT
ROADWAY INTERSECTIONS

MAJOR ARTERIAL-MINOR ARTERIAL LEFT TURNS

FERNLEY

LYON COUNTY

NEVADA

REV	DATE	DESCRIPTION	BY

BAR IS 1 INCH ON ORIGINAL DRAWING



IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

EXHIBIT

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