



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, March 20, 2024 • 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 Award a Contract for Construction for the FY 23/24 PMP Maintenance Project to: Sierra Nevada Construction, Inc (SNC) in an amount not to exceed \$1,321,007.00 plus a 3% contingency of \$39,630.21.

2.5. Possible Action to Approve the City of Fernley Annual Road and Street Mileage Report to be submitted to the Nevada Department of Transportation (NDOT).

2.6. Possible action to approve \$35,000 of additional funding for the Bureau of Land Management (BLM) to fund Cadastral survey work on parcels 9 and 10 of the Fernley Lands Bill Conveyance Phase 2.

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. First reading and introduction of Bill # 345 an ordinance amending Title 16 (Nuisances) Chapter 1, Section 16.01.05 of the Fernley Municipal Code, Notification.

5.2. Introduction and first reading of Bill #342, an Ordinance establishing a Development Agreement (DA22001) between the developer (Mark IV Capital) and the City of Fernley in association with the Victory Logistics District Planned Development relating to improvements of utilities, public services, streets, and other related items.

6. STAFF REPORTS

6.1. Discussion and possible action to direct staff to negotiate a water right lease agreement for groundwater rights owned by the City of Fernley with NVEnergy for the Sierra Solar Project and other matter properly related thereto.

7. RESOLUTIONS

7.1. Discussion and possible action to approve Resolution 24-006 to adopt updates to Chapter 3 of the City of Fernley Design Standards.

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

9. PUBLIC FORUM

10. ADJOURNMENT

Next Meeting: April 3rd at 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
ADT COMMERCIAL LLC								
8979	ADT COMMERCIAL LLC	154070646	PS Admin Burglar Service Plan Fee	03/01/2024	74.70		510-840-420 Contract Services	324
Total 8979:					74.70			
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	2023012A	Arturo Rodarte-Robles 23TR00423	12/04/2023	160.00	03/07/2024	100-425-330 PROF SERV-INTERPRETER	1223
8498	AIT ADVANCED INTERPRETING & TRANSLATION	2023012B	Oscar Castillo and Rolando Torres-Cordero	12/11/2023	320.00	03/07/2024	100-425-330 PROF SERV-INTERPRETER	1223
8498	AIT ADVANCED INTERPRETING & TRANSLATION	2023012C	Spanish - Witness Bench Trial	12/19/2023	160.00	03/07/2024	100-425-330 PROF SERV-INTERPRETER	1223
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202401A-FMC-	Spanish Gustavo Nunez-Arias	01/18/2024	160.00	03/07/2024	100-425-330 PROF SERV-INTERPRETER	124
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202402A-FMC-	Angel Juarez-Hernandez, Oscar Castillo and Isidro Arriaga-	02/13/2024	320.00	03/07/2024	100-425-330 PROF SERV-INTERPRETER	224
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202402B	Spanish Gustavo Nunez-Arias	02/15/2024	160.00	03/07/2024	100-425-330 PROF SERV-INTERPRETER	224
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202403A-FMC-	Spanish Arturo Rodarte	03/07/2024	160.00		100-425-330 PROF SERV-INTERPRETER	324
Total 8498:					1,440.00			
ALL AMERICAN AUTO BODY FERNLEY LLC								
8938	ALL AMERICAN AUTO BODY FERNLEY LLC	2687	Auto body work for 2018 Ford Escape	03/01/2024	2,383.49		100-605-610 Automotive Supplies	324
Total 8938:					2,383.49			
AMERICAN TRAFFIC SAFETY ASSOC								
4480	AMERICAN TRAFFIC SAFETY ASSOC	inv-117822-lid3z9	association	02/29/2024	450.00	03/07/2024	100-475-580 Training	224
Total 4480:					450.00			
APPLIED PAVEMENT TECHNOLOGY, INC.								
8726	APPLIED PAVEMENT TECHNOLOGY, INC.	3082024	Streets Department Training	03/08/2024	225.00		100-475-580 Training	324
8726	APPLIED PAVEMENT TECHNOLOGY, INC.	3124	traffic control class.	03/01/2024	100.00		100-475-580 Training	324
Total 8726:					325.00			
AQUA BACKFLOW, INC								
8934	AQUA BACKFLOW, INC	2024-0076	Backflow Prevention Program Management	03/05/2024	228.00		510-810-320 Prof Serv-Engineering	324
Total 8934:					228.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
ARAMARK									
1895	ARAMARK	5980178321	shirt contract	02/27/2024	47.44	03/07/2024	100-480-600	GENERAL SUPPLIES/TOOLS	224
1895	ARAMARK	5980178322	uniforms	02/27/2024	43.90	03/07/2024	100-475-616	Supplies-Safety	224
1895	ARAMARK	5980178323	pants service	02/27/2024	92.99	03/07/2024	510-810-614	Supplies-Plant/Shop/Maint	224
1895	ARAMARK	5980180222	PS rags rugs paper towel	03/05/2024	205.31		510-840-420	Contract Services	324
1895	ARAMARK	5980180228	shirt contract	03/05/2024	47.44		100-480-600	GENERAL SUPPLIES/TOOLS	324
1895	ARAMARK	5980180229	shop mats	03/05/2024	82.27		520-810-614	Supplies-Plant/Shop/Maint	324
1895	ARAMARK	5980180230	uniforms	03/05/2024	43.90		100-475-616	Supplies-Safety	324
1895	ARAMARK	5980180231	pants service	03/05/2024	92.99		510-810-614	Supplies-Plant/Shop/Maint	324
1895	ARAMARK	5980180233	mats	03/05/2024	191.58		100-475-614	Supplies-Plant/Shop/Maint	324
Total 1895:					847.82				
AT&T									
13	AT&T	98670 MAR 24	775-786-2229 867 0 FEB 20 2024- MAR 19 2024	02/20/2024	1,432.81	03/14/2024	100-417-530	Communications (Internet,Cell)	224
Total 13:					1,432.81				
ATLAS COPCO USA HOLDINGS INC									
5884	ATLAS COPCO USA HOLDINGS INC	1123113689	PS MF Compressor service parts	11/02/2023	2,567.33	03/07/2024	510-840-430	Service-Repair and Maintenance	1123
Total 5884:					2,567.33				
AUTOZONE STORES LLC									
4473	AUTOZONE STORES LLC	3742036288	PARTS FPR 9002	03/05/2024	391.99		100-480-610	AUTOMOTIVE SUPPLIES	324
4473	AUTOZONE STORES LLC	3742036811	TOOL AIR HAMMER	03/06/2024	23.39		100-480-600	GENERAL SUPPLIES/TOOLS	324
4473	AUTOZONE STORES LLC	3742037576	CREDIT	03/07/2024	45.00-		100-480-610	AUTOMOTIVE SUPPLIES	324
Total 4473:					370.38				
BIG R OF FERNLEY									
20	BIG R OF FERNLEY	18887/5	screw bolt washer	02/27/2024	.48	03/07/2024	100-575-600	General Supplies	224
20	BIG R OF FERNLEY	18899/5	PS shop supplies	02/28/2024	94.97	03/07/2024	510-840-614	Plant/Shop/Maint. Supplies	224
20	BIG R OF FERNLEY	18905/5	epoxy and caster	02/29/2024	35.27	03/07/2024	100-575-612	Building Maintenance Supplies	224
20	BIG R OF FERNLEY	18913/5	bolt nut washer	03/01/2024	8.54		100-475-600	General Supplies	324
20	BIG R OF FERNLEY	18915/5	straps	03/01/2024	38.97		100-575-600	General Supplies	324
20	BIG R OF FERNLEY	18916/5	caution tape	03/01/2024	27.58		100-575-600	General Supplies	324
20	BIG R OF FERNLEY	18918/5	chain saw parts	03/01/2024	63.97		100-575-600	General Supplies	324
20	BIG R OF FERNLEY	18919/5	chain saw parts	03/01/2024	127.97		100-575-600	General Supplies	324
20	BIG R OF FERNLEY	18928/5	misc.	03/04/2024	39.95		100-575-600	General Supplies	324
20	BIG R OF FERNLEY	18939/5	1 inch conduit	03/05/2024	43.98		520-810-614	Supplies-Plant/Shop/Maint	324
20	BIG R OF FERNLEY	18946/5	pitch forks for weed abatement	03/06/2024	87.98		510-810-614	Supplies-Plant/Shop/Maint	324
20	BIG R OF FERNLEY	18955/5	surge protector and misc.	03/06/2024	32.15		100-575-612	Building Maintenance Supplies	324
20	BIG R OF FERNLEY	18957/5	soap	03/06/2024	7.98		100-575-600	General Supplies	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
20	BIG R OF FERNLEY	18958/5	propane and misc.	03/06/2024	202.39		100-575-623 Propane	324
20	BIG R OF FERNLEY	18965/55	paint pliers	03/07/2024	40.27		100-417-612 Building Maintenance Supplies	324
20	BIG R OF FERNLEY	18974/15	HI-VIS WORKWEAR FOR FLEET	03/08/2024	154.90		100-480-600 GENERAL SUPPLIES/TOOLS	324
20	BIG R OF FERNLEY	18975/5	gorilla tape and U bolt	03/08/2024	33.89		100-528-600 General Supplies	324
Total 20:					1,041.24			
BOB'S PRINTING AND SIGNAGE								
6970	BOB'S PRINTING AND SIGNAGE	22024-1	BUSINESS CARDS	03/05/2024	35.00		510-810-601 Office Supplies	324
6970	BOB'S PRINTING AND SIGNAGE	22024-1	BUSINESS CARDS	03/05/2024	35.00		520-810-601 Office Supplies	324
6970	BOB'S PRINTING AND SIGNAGE	22024-2	CMO envelopes	03/05/2024	239.50		100-413-600 General Supplies	324
6970	BOB'S PRINTING AND SIGNAGE	22024-3	State of the City Posters	02/27/2024	190.00	03/07/2024	100-412-550 Printing and Postage	224
6970	BOB'S PRINTING AND SIGNAGE	22024-3	State of the City Posters	02/27/2024	190.00	03/07/2024	100-413-550 Printing and Postage	224
6970	BOB'S PRINTING AND SIGNAGE	22224-1	Planning Commissioner Nameplate	02/29/2024	28.44		100-610-601 Office Supplies	224
6970	BOB'S PRINTING AND SIGNAGE	30524-1	WWTP Aluminum Sign	03/07/2024	27.86		520-810-550 Printing and Postage	324
Total 6970:					745.80			
BRADY INDUSTRIES OF NEVADA LLC								
8837	BRADY INDUSTRIES OF NEVADA LLC	8688087	liners and tissues	03/01/2024	446.44		100-417-612 Building Maintenance Supplies	324
Total 8837:					446.44			
CASHMAN EQUIPMENT COMPANY								
1647	CASHMAN EQUIPMENT COMPANY	INPS3980718	parts for sander	03/05/2024	286.75		100-475-600 General Supplies	324
1647	CASHMAN EQUIPMENT COMPANY	INPS3980719	PARTS FOR SANDER	03/05/2024	73.26		100-475-600 General Supplies	324
1647	CASHMAN EQUIPMENT COMPANY	INPS3980720	SANDER PARTS	03/05/2024	24.42		100-475-600 General Supplies	324
1647	CASHMAN EQUIPMENT COMPANY	INPS3982389	CUTTING EDGE FOR SNOW PLOW	03/07/2024	179.39		100-475-430 Service-Repair and Maintenance	324
Total 1647:					563.82			
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	PR26393	Capital Proj HDMI Adapter	02/17/2024	68.59	03/07/2024	100-418-730 Improve other than Buildings	224
27	CDW GOVERNMENT INC.	PR64049	Capital Proj HDMI Over Wireless	02/19/2024	219.58	03/07/2024	100-418-730 Improve other than Buildings	224
27	CDW GOVERNMENT INC.	PR64761	Capital Project Owl bar- Cables	02/19/2024	3,043.98	03/07/2024	100-418-730 Improve other than Buildings	224
27	CDW GOVERNMENT INC.	PW74607	Monitors	02/29/2024	336.88	03/07/2024	100-415-605 Minor Equipment	224
27	CDW GOVERNMENT INC.	PZ78750	High Speed cable	03/06/2024	7.62		100-415-605 Minor Equipment	324
Total 27:					3,676.65			
CERTIFIED LABORATORIES								
333	CERTIFIED LABORATORIES	8601965	LUSTERGUARD FOR FLEET	03/06/2024	190.45		100-480-610 AUTOMOTIVE SUPPLIES	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 333:					190.45			
CHASE PAYMENTECH MERCHANT SERVICES								
8637	CHASE PAYMENTECH MERCHANT SERVICES	02/2024	FINANCE-CREDIT CARD PROCESSING FEES 6291058	02/29/2024	76.99	02/29/2024	100-415-609 Credit Card Fees - Govt Svcs	224
8637	CHASE PAYMENTECH MERCHANT SERVICES	02/2024	FINANCE-CREDIT CARD PROCESSING FEES 6291057	02/29/2024	662.00	02/29/2024	100-415-609 Credit Card Fees - Govt Svcs	224
8637	CHASE PAYMENTECH MERCHANT SERVICES	02/2024	WATER-CREDIT CARD PROCESSING FEES 6181757	02/29/2024	3,577.10	02/29/2024	510-810-609 Credit Card Fees	224
8637	CHASE PAYMENTECH MERCHANT SERVICES	02/2024	SEWER-CREDIT CARD PROCESSING FEES 6181757	02/29/2024	3,577.10	02/29/2024	520-810-609 Credit Card Fees	224
Total 8637:					7,893.19			
CITY OF FERNLEY								
32	CITY OF FERNLEY	30.8094.25 MAR 24	VILLA PARK PAVING & UTILITY RECON. HYDRANT METER	03/01/2024	219.20		100-475-730 Improve other than Buildings	324
Total 32:					219.20			
CULLIGAN WATER								
6417	CULLIGAN WATER	1257332	Chemical system softening repairs	02/06/2024	6,438.53	03/07/2024	510-840-430 Service-Repair and Maintenance	224
6417	CULLIGAN WATER	1257333	Chemical system softening repairs	02/06/2024	3,863.12-	03/07/2024	510-840-430 Service-Repair and Maintenance	224
6417	CULLIGAN WATER	1257334	Chemical system softening repairs	02/06/2024	3,452.41	03/07/2024	510-840-430 Service-Repair and Maintenance	224
6417	CULLIGAN WATER	1257335	Chemical system softening repairs	02/06/2024	4,171.34	03/07/2024	510-840-430 Service-Repair and Maintenance	224
6417	CULLIGAN WATER	1257336	Chemical system softening repairs	02/06/2024	2,502.80-	03/07/2024	510-840-430 Service-Repair and Maintenance	224
Total 6417:					7,696.36			
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	143043	CRRC Services Feb 1 Feb 29 2024	02/01/2024	9,688.00		220-480-810 ARPA	224
Total 8889:					9,688.00			
DOWL, LLC								
8931	DOWL, LLC	13	Survey Services	01/28/2024	70.00		100-228311 Engineering Reimb. (Maps)	124
8931	DOWL, LLC	2- 1/28/2024	Surveying Services	01/28/2024	5,750.00		100-228311 Engineering Reimb. (Maps)	124
Total 8931:					5,820.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	FEB24	REIMB FOR ALL HANDS SUPPLIES 2/28/24	02/28/2024	68.49	02/29/2024	100-412-650 Community Support	224
8639	EMPLOYEES, CITY OF FERNLEY	MARCH 24	REIMB FOR WIGWAM/BUILDERS ASSOC MTG	03/06/2024	20.56	03/07/2024	100-412-650 Community Support	324
Total 8639:					89.05			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-3760583	GASOLINE-VECTOR	02/29/2024	19.26	03/07/2024	100-528-626 Gasoline	224

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
18	FLYERS ENERGY, LLC	CFS-3760583	GASOLINE-STREETS	02/29/2024	950.15	03/07/2024	100-475-626 Gasoline	224
18	FLYERS ENERGY, LLC	CFS-3760583	GASOLINE-BUILDING	02/29/2024	176.68	03/07/2024	100-605-626 Gasoline	224
18	FLYERS ENERGY, LLC	CFS-3760583	GASOLINE-PARKS	02/29/2024	265.77	03/07/2024	100-575-626 Gasoline	224
18	FLYERS ENERGY, LLC	CFS-3760583	GASOLINE-WW	02/29/2024	811.81	03/07/2024	520-810-626 Gasoline	224
18	FLYERS ENERGY, LLC	CFS-3760583	GASOLINE-ANIMAL CONTROL	02/29/2024	304.14	03/07/2024	100-525-626 Gasoline	224
18	FLYERS ENERGY, LLC	CFS-3760583	GASOLINE-WD	02/29/2024	743.92	03/07/2024	510-810-626 Gasoline	224
18	FLYERS ENERGY, LLC	CFS-3760583	GASOLINE-FLEET	02/29/2024	88.28	03/07/2024	100-480-626 GASOLINE	224
18	FLYERS ENERGY, LLC	CFS-3760583	GASOLINE-FACILITIES	02/29/2024	225.33	03/07/2024	100-417-626 Gasoline	224
18	FLYERS ENERGY, LLC	CFS-3760583	GASOLINE-WTP	02/29/2024	82.99	03/07/2024	510-840-626 Gasoline	224
18	FLYERS ENERGY, LLC	CFS-3760583	GASOLINE-COURT	02/29/2024	104.31	03/07/2024	100-425-626 Gasoline	224
Total 18:					3,772.64			
FLYNN GIUDICI GOVERNMENT AFFAIRS LLC								
8869	FLYNN GIUDICI GOVERNMENT AFFAIRS LLC	INV-0344	Lobbyist Contract March 24	03/10/2024	5,800.00		100-413-322 Prof Serv-Other	324
Total 8869:					5,800.00			
FTR LTD								
8738	FTR LTD	PSI01911	For The Record	03/01/2024	795.00		100-425-322 Prof Serv-Other	324
Total 8738:					795.00			
GRANITE CONSTRUCTION CO								
64	GRANITE CONSTRUCTION CO	2659792	hot mix	02/22/2024	419.24	03/07/2024	100-475-600 General Supplies	224
64	GRANITE CONSTRUCTION CO	2660239	hot mix	02/23/2024	418.00	03/07/2024	100-475-600 General Supplies	224
64	GRANITE CONSTRUCTION CO	2663004	hot mix	02/26/2024	838.48	03/07/2024	100-475-600 General Supplies	224
Total 64:					1,675.72			
GRANITE TELECOMMUNICATIONS, LLC								
8838	GRANITE TELECOMMUNICATIONS, LLC	638703615	Communications Feb 24	03/01/2024	211.69		100-417-530 Communications (Internet,Cell)	324
Total 8838:					211.69			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	52480	MEETER FOR SHOP	03/06/2024	251.94		100-480-600 GENERAL SUPPLIES/TOOLS	324
Total 8987:					251.94			
IBEW Local 1245								
83	IBEW Local 1245	MAR 2024-1	UNION DUES, ONE HALF OF MONTH	03/08/2024	886.66	03/08/2024	100-219900 OTHER PAYROLL PAYABLES	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 83:					886.66			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	MAR 2024-1	W/HOLD TAX PAYABLE, PAYROLL	03/08/2024	19,643.04	03/08/2024	100-212000 FEDERAL WITHHOLDING PAYAB	324
7879	INTERNAL REVENUE SERVICE	MAR 2024-1	FICA TAX PAYABLE, PAYROLL	03/08/2024	250.62	03/08/2024	100-211000 FICA PAYABLE	324
7879	INTERNAL REVENUE SERVICE	MAR 2024-1	MED TAX PAYABLE, PAYROLL	03/08/2024	5,984.88	03/08/2024	100-211000 FICA PAYABLE	324
Total 7879:					25,878.54			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	1001813639	Legal Aspects Code Book	01/15/2024	99.60	03/07/2024	100-605-640 Books and Periodicals	124
Total 617:					99.60			
JOHNSON CONTROLS FIRE PROTECTION LP								
8667	JOHNSON CONTROLS FIRE PROTECTION LP	23982271	emergency lighting	02/21/2024	700.00	03/07/2024	100-417-420 Contract Services	224
8667	JOHNSON CONTROLS FIRE PROTECTION LP	51688425	batteries for depot.	02/22/2024	129.64		100-417-612 Building Maintenance Supplies	224
Total 8667:					829.64			
KOCH ELEVATOR CO.								
8751	KOCH ELEVATOR CO.	34183	maintenance	03/01/2024	196.65		100-417-420 Contract Services	324
Total 8751:					196.65			
LB FENCE COMPANY								
8631	LB FENCE COMPANY	2010	gate repair cottonwood In.	03/04/2024	572.00		100-475-614 Supplies-Plant/Shop/Maint	324
Total 8631:					572.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	1454	surge protectors	03/04/2024	56.97		100-475-614 Supplies-Plant/Shop/Maint	324
7650	LOWES CREDIT SERVICES	71225	roofing and flashing	02/27/2024	339.82	03/07/2024	100-575-600 General Supplies	224
7650	LOWES CREDIT SERVICES	72879	stapler and staples.	02/28/2024	81.19		100-417-612 Building Maintenance Supplies	224
7650	LOWES CREDIT SERVICES	73052	tarps and hoe	02/28/2024	145.25	03/07/2024	100-528-600 General Supplies	224
7650	LOWES CREDIT SERVICES	74464	glue fittings misc.	02/29/2024	71.65	03/07/2024	100-575-600 General Supplies	224
7650	LOWES CREDIT SERVICES	74882	laquer and belts	02/29/2024	53.69	03/07/2024	100-575-600 General Supplies	224
7650	LOWES CREDIT SERVICES	75865	cedar fencing material	03/01/2024	1,747.20		100-475-600 General Supplies	324
7650	LOWES CREDIT SERVICES	75903	fencing materials	03/01/2024	1,283.62		100-475-600 General Supplies	324
7650	LOWES CREDIT SERVICES	76099	pt 2x6x16	03/01/2024	61.86		100-475-600 General Supplies	324
7650	LOWES CREDIT SERVICES	82455	misc. Laquer	03/05/2024	61.97		100-417-612 Building Maintenance Supplies	324
7650	LOWES CREDIT SERVICES	82625	o ring, paint braided wood.	03/05/2024	48.49		100-417-612 Building Maintenance Supplies	324
7650	LOWES CREDIT SERVICES	87595	safety gloves	03/08/2024	27.64		100-528-616 Safety Supplies	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
7650	LOWES CREDIT SERVICES	93630	misc ,cleaning supplies.	03/11/2024	235.47		100-475-614 Supplies-Plant/Shop/Maint	324
7650	LOWES CREDIT SERVICES	94348	building materials	02/23/2024	184.77		100-417-612 Building Maintenance Supplies	224
Total 7650:					4,399.59			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	TLT Feb 24	Transient Lodging Tax	02/29/2024	1,680.20	03/07/2024	225-227010 TLT Payable to County	224
Total 106:					1,680.20			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	02206306	LIEN REL- 1164 MOUNTAIN ROSE DR OWENS	03/06/2024	40.00	03/07/2024	510-810-322 Prof Serv-Other	324
Total 108:					40.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I16919	bmX track	03/01/2024	118.33	03/07/2024	100-575-420 Contract Services	324
8509	MARSHALL'S SEPTIC CARE	I16920	autumn winds park	03/01/2024	118.33	03/07/2024	100-575-420 Contract Services	324
8509	MARSHALL'S SEPTIC CARE	I16921	OTP	03/01/2024	526.65	03/07/2024	100-575-420 Contract Services	324
8509	MARSHALL'S SEPTIC CARE	I16922	gvp	03/01/2024	210.66	03/07/2024	100-575-420 Contract Services	324
8509	MARSHALL'S SEPTIC CARE	I16923	itp	03/01/2024	200.66	03/07/2024	100-575-420 Contract Services	324
8509	MARSHALL'S SEPTIC CARE	I16924	ponderosa park	03/01/2024	118.33	03/07/2024	100-575-420 Contract Services	324
8509	MARSHALL'S SEPTIC CARE	I16926	depot	03/01/2024	113.33	03/07/2024	100-575-420 Contract Services	324
Total 8509:					1,406.29			
MCDONALD CARANO								
322	MCDONALD CARANO	12477145	Planning law	01/31/2024	3,300.00		100-414-310 Prof Serv-Legal	124
Total 322:					3,300.00			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	22824	PERMIT FEE REFUND BP23-724	02/28/2024	367.00	02/29/2024	100-320-200 Building and Civil Permit Fees	224
1111	MISCELLANEOUS ONE TIME VENDOR	22824	PERMIT FEE REFUND BP23-798	02/28/2024	295.25	02/29/2024	100-320-200 Building and Civil Permit Fees	224
Total 1111:					662.25			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	406161	battery for vector 6 wheeler	02/27/2024	69.59	03/07/2024	100-528-610 Automotive Supplies	224
58	NAPA AUTO & TRUCK PARTS	406172	batteries for sweeper	02/27/2024	322.70	03/07/2024	100-475-430 Service-Repair and Maintenance	224
Total 58:					392.29			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NATIONAL CENTER FOR STATE COURTS								
8733	NATIONAL CENTER FOR STATE COURTS	INV-019880	Efficiency Study 2021/2022 for FMC	03/06/2024	20,000.00		100-425-322 Prof Serv-Other	324
8733	NATIONAL CENTER FOR STATE COURTS	INV-019880	Efficiency Study 2021/2022 for FMC	03/06/2024	13,000.00		100-414-322 Prof Serv-Other	324
Total 8733:					33,000.00			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Feb 24	Transient Lodging Tax	02/29/2024	1,008.12	03/07/2024	225-227015 TLT Payable to State	224
Total 6378:					1,008.12			
NEVADA DEPT PUBLIC SAFETY - DPS								
7405	NEVADA DEPT PUBLIC SAFETY - DPS	66306	Ref # 3365960 R Carson	03/01/2024	40.25	03/07/2024	100-415-322 Prof Serv-Other	324
Total 7405:					40.25			
NEVADA WATER RESOURCES ASSN - NWRA								
5586	NEVADA WATER RESOURCES ASSN - NWRA	79487913	PS Membership	10/04/2023	125.00	03/07/2024	510-840-581 Dues and Memberships	1023
Total 5586:					125.00			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	FEB 24	RALEY'S; ALL HANDS SUPPLIES	02/29/2024	81.65	03/10/2024	100-412-650 Community Support	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; APC BATTERY BACK UP PW	02/29/2024	34.88	03/10/2024	510-840-601 Office Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; BATTERY BACK UP PW REFUND	02/29/2024	34.88-	03/10/2024	510-840-601 Office Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; APC BATTERY BACK UP PW RE-ORDER	02/29/2024	37.27	03/10/2024	510-840-601 Office Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	CORWIN FORD; FIRE DEPT FL	02/29/2024	420.04	03/10/2024	100-126000 Intergovernmental Receivable	224
8649	NSB - BANKCARD CENTER	FEB 24	APWA; STORM WATER WEBINAR B. WILLIAMS	02/29/2024	25.00	03/10/2024	520-810-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; HP COLOR PRINTER PLN	02/29/2024	429.00	03/10/2024	100-610-605 Minor Equipment	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; ATV TIRES FL	02/29/2024	100.94	03/10/2024	100-480-610 AUTOMOTIVE SUPPLIES	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; FLOOR BUFFER PADS WTP	02/29/2024	178.68	03/10/2024	510-840-614 Plant/Shop/Maint. Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	RALEY'S; SOC APPETIZERS	02/29/2024	200.84	03/10/2024	100-412-650 Community Support	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; APC BATTERY BACK UP PW	02/29/2024	34.87	03/10/2024	100-417-601 OFFICE SUPPLIES	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; BATTERY BACK UP PW REFUND	02/29/2024	34.87-	03/10/2024	100-417-601 OFFICE SUPPLIES	224
8649	NSB - BANKCARD CENTER	FEB 24	WNDD; SUMMIT FREY RANCH COUNCILMAN LAU	02/29/2024	75.00	03/10/2024	100-412-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	QR CODE GENERATOR; PUBLIC OUTREACH ENG	02/29/2024	197.64	03/10/2024	100-529-581 Dues & Memberships	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; PIPE VALVE CLEAN MACHINE FL	02/29/2024	358.99	03/10/2024	100-480-605 MINOR EQUIPMENT	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; ATV TIRES FL	02/29/2024	100.94	03/10/2024	520-810-610 Supplies-Automotive	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; GRIZZLY DUST COLLECTOR	02/29/2024	515.95	03/10/2024	100-417-605 Minor Equipment	224
8649	NSB - BANKCARD CENTER	FEB 24	EVERIFILE; ERAILSAFE.COM RAILROAD WORK TRAININ	02/29/2024	33.75	03/10/2024	100-575-581 Dues and Memberships	224
8649	NSB - BANKCARD CENTER	FEB 24	SOUTHWEST AIRLINES; 2024 STATE BAR CONF A. MOUR	02/29/2024	392.95	03/10/2024	100-414-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	EVERIFILE; ERAILSAFE.COM RAILROAD WORK TRAININ	02/29/2024	33.75	03/10/2024	100-475-581 Dues and Memberships	224
8649	NSB - BANKCARD CENTER	FEB 24	SUNSRAY MACHINERY; STREETS FUEL PUMP	02/29/2024	101.91	03/10/2024	100-475-610 Automotive Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; APC BATTERY BACK UP PW	02/29/2024	34.88	03/10/2024	520-810-601 Office Supplies	224

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; BATTERY BACK UP PW REFUND	02/29/2024	34.88-	03/10/2024	520-810-601 Office Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; APC BATTERY BACK UP PW RE-ORDER	02/29/2024	37.28	03/10/2024	520-810-601 Office Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; APC BATTERY BACK UP PW RE-ORDER	02/29/2024	37.27	03/10/2024	100-417-601 OFFICE SUPPLIES	224
8649	NSB - BANKCARD CENTER	FEB 24	CONSTRUCTION EXAM CENTER; BI CERT. J. MOTSINGE	02/29/2024	850.00	03/10/2024	100-605-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	SPECTRUM; 355 COTTONWOOD LN	02/29/2024	129.98	03/10/2024	100-417-530 Communications (Internet,Cell)	224
8649	NSB - BANKCARD CENTER	FEB 24	EVERIFILE; ERAILSAFE.COM RAILROAD WORK TRAININ	02/29/2024	33.75	03/10/2024	510-810-581 Dues and Memberships	224
8649	NSB - BANKCARD CENTER	FEB 24	WNDD; SUMMIT FREY RANCH B. MARCHANT	02/29/2024	75.00	03/10/2024	100-413-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	WNDD; SUMMIT FREY RANCH MAYOR	02/29/2024	75.00	03/10/2024	100-412-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	SANDERSON FORD; FIRE DEPT TURBO FL REFUND	02/29/2024	250.00-	03/10/2024	100-126000 Intergovernmental Receivable	224
8649	NSB - BANKCARD CENTER	FEB 24	3CMA; ANNUAL MEMBERSHIP CM	02/29/2024	845.00	03/10/2024	100-413-581 Dues and Memberships	224
8649	NSB - BANKCARD CENTER	FEB 24	WNDD; SUMMIT FREY RANCH COUNCILWOMAN MCKAY	02/29/2024	75.00	03/10/2024	100-412-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	SANDERSON FORD; FIRE DEPT TURBO FL	02/29/2024	2,577.00	03/10/2024	100-126000 Intergovernmental Receivable	224
8649	NSB - BANKCARD CENTER	FEB 24	APWA; STORM WATER WEBINAR B. WILLIAMS	02/29/2024	25.00	03/10/2024	100-475-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	QUICK STOP; GAS FOR RENTAL CM	02/29/2024	12.00	03/10/2024	100-412-582 Travel	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; 4 BACK UP CAMERAS FL	02/29/2024	959.96	03/10/2024	100-475-610 Automotive Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	APWA; STORM WATER WEBINAR B. WILLIAMS	02/29/2024	25.00	03/10/2024	510-810-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; ATV TIRES FL	02/29/2024	100.94	03/10/2024	100-417-610 Automotive Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	WNDD; SUMMIT FREY RANCH COUNCILMAN HANAN	02/29/2024	75.00	03/10/2024	100-412-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	DAYTON VALLEY VET; VET VISITS FOR GIANNA AC	02/29/2024	412.37	03/10/2024	100-525-322 Prof Serv-Other	224
8649	NSB - BANKCARD CENTER	FEB 24	WALMART; SOC SUPPLIES	02/29/2024	61.16	03/10/2024	100-412-650 Community Support	224
8649	NSB - BANKCARD CENTER	FEB 24	ZOOM; MONTHLY SUBSCRIPTION CMO	02/29/2024	140.00	03/10/2024	100-418-342 Tech Services-Other	224
8649	NSB - BANKCARD CENTER	FEB 24	GRAND SIERRA; HOTEL ROOM POOL PACT MEETING M.	02/29/2024	85.88	03/10/2024	100-413-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	STAMPLI; JAN 2024	02/29/2024	1,034.00	03/10/2024	100-418-342 Tech Services-Other	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; ATV TIRES FL	02/29/2024	100.93	03/10/2024	100-528-610 Automotive Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; ATV TIRES FL	02/29/2024	100.94	03/10/2024	510-810-610 Automotive Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	FLUID COMPONENTS; AIR FLOW METER CONTROLLER	02/29/2024	812.85	03/10/2024	510-840-605 Minor Equipment	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; ATV TIRES FL	02/29/2024	100.94	03/10/2024	100-475-610 Automotive Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	STATE BAR OF NV; 2024 ANNUAL BAR CONF. REG. A. MO	02/29/2024	675.00	03/10/2024	100-414-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	ICC; BI TEST J. MOTSINGER	02/29/2024	240.00	03/10/2024	100-605-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	EVERIFILE; ERAILSAFE.COM RAILROAD WORK TRAININ	02/29/2024	33.75	03/10/2024	100-417-581 Dues and Memberships	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; 2 BACK UP CAMERAS FOR FLEET	02/29/2024	199.98	03/10/2024	100-475-610 Automotive Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	WNDD; SUMMIT FREY RANCH COUNCILMAN TORRES	02/29/2024	75.00	03/10/2024	100-412-580 Training	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; APC BATTERY BACK UP PW	02/29/2024	34.88	03/10/2024	510-810-601 Office Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; BATTERY BACK UP PW REFUND	02/29/2024	34.88-	03/10/2024	510-810-601 Office Supplies	224
8649	NSB - BANKCARD CENTER	FEB 24	AMAZON; APC BATTERY BACK UP PW RE-ORDER	02/29/2024	37.27	03/10/2024	510-810-601 Office Supplies	224

Total 8649:

13,077.55

NUTRIEN AG SOLUTIONS

3033	NUTRIEN AG SOLUTIONS	53330499	weed abatement	02/27/2024	1,075.00	03/07/2024	100-575-617 Supplies-Chemical	224
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Total 3033:

1,075.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
NV ENERGY								
167	NV ENERGY	13818 FEB 24	34596405113818 ACH	02/28/2024	46.23	03/18/2024	100-475-622 Electricity	224
167	NV ENERGY	13924 FEB 24	48768108113924 ACH	02/28/2024	33.92	03/18/2024	100-475-622 Electricity	224
167	NV ENERGY	26445 FEB 24	34596505226445 ACH	02/27/2024	5,288.64	03/15/2024	510-840-622 Electricity	224
167	NV ENERGY	28458 FEB 24	34596505228458 ACH	02/27/2024	10,478.30	03/15/2024	510-840-622 Electricity	224
167	NV ENERGY	29499 MAR 24	1000213677906929499 ACH	03/01/2024	69.97	03/20/2024	100-475-622 Electricity	324
167	NV ENERGY	30672 FEB 24	213677908230672 ACH	02/28/2024	43.21	03/18/2024	100-575-622 Electricity	224
167	NV ENERGY	71493 FEB 24	271223607571493 ACH	02/28/2024	42.52	03/18/2024	100-475-622 Electricity	224
167	NV ENERGY	97731 FEB 24	213677908197731 ACH	02/28/2024	44.00	03/18/2024	100-575-622 Electricity	224
Total 167:					16,046.79			
OFFICE DEPOT								
133	OFFICE DEPOT	351047785001	office supplies- Flash Drive	02/22/2024	55.93	03/07/2024	100-414-600 General Supplies	224
133	OFFICE DEPOT	351921565001	Toners, Latex Gloves, Black Folders	02/15/2024	618.93	03/07/2024	100-425-600 General Supplies	224
133	OFFICE DEPOT	351980048001	Toner	02/16/2024	517.78	03/07/2024	100-425-600 General Supplies	224
Total 133:					1,192.64			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-287618	air filters for fleet	02/28/2024	65.23	03/07/2024	100-480-610 AUTOMOTIVE SUPPLIES	224
6230	O'REILLY AUTO PARTS	3599-287736	parts for fire dept.	02/29/2024	30.47	03/07/2024	100-126000 Intergovernmental Receivable	224
6230	O'REILLY AUTO PARTS	3599-287747	parts for fire dept.	02/29/2024	337.06	03/07/2024	100-126000 Intergovernmental Receivable	224
6230	O'REILLY AUTO PARTS	3599-287750	parts for fire dept.	02/29/2024	39.46	03/07/2024	100-126000 Intergovernmental Receivable	224
6230	O'REILLY AUTO PARTS	3599-288008	parts for sander	03/02/2024	66.84		100-475-600 General Supplies	324
6230	O'REILLY AUTO PARTS	3599-288167	parts for 9002	03/04/2024	215.65		100-480-610 AUTOMOTIVE SUPPLIES	324
6230	O'REILLY AUTO PARTS	3599-288376	PARTS FOR 9002	03/05/2024	200.34		100-480-610 AUTOMOTIVE SUPPLIES	324
6230	O'REILLY AUTO PARTS	3599-288451	CREDIT MEMO 9002	03/06/2024	88.00-		100-480-610 AUTOMOTIVE SUPPLIES	324
6230	O'REILLY AUTO PARTS	3599-288455	PARTS FOR 9002	03/06/2024	280.90		100-480-610 AUTOMOTIVE SUPPLIES	324
6230	O'REILLY AUTO PARTS	3599-288466	PARTS FOR 9002	03/06/2024	134.34		100-480-610 AUTOMOTIVE SUPPLIES	324
6230	O'REILLY AUTO PARTS	3599-288489	CREDIT MEMO 9002	03/06/2024	112.34-		100-480-610 AUTOMOTIVE SUPPLIES	324
6230	O'REILLY AUTO PARTS	3599-288589	CREDIT	03/07/2024	104.98-		100-480-610 AUTOMOTIVE SUPPLIES	324
Total 6230:					1,064.97			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	COF-KS17	FMC	03/01/2024	544.91		100-425-550 Printing and Postage	324
8929	PACIFIC OFFICE AUTOMATION	COF-KS17	HR	03/01/2024	544.91		100-413-550 Printing and Postage	324
8929	PACIFIC OFFICE AUTOMATION	COF-KS17	Utilities	03/01/2024	272.46		520-810-550 Printing and Postage	324
8929	PACIFIC OFFICE AUTOMATION	COF-KS17	Main	03/01/2024	544.91		100-417-550 Printing and Postage	324
8929	PACIFIC OFFICE AUTOMATION	COF-KS17	Clerk	03/01/2024	544.91		100-416-550 Printing and Postage	324
8929	PACIFIC OFFICE AUTOMATION	COF-KS17	CAO	03/01/2024	544.91		100-414-550 Printing and Postage	324
8929	PACIFIC OFFICE AUTOMATION	COF-KS17	Utilities	03/01/2024	272.45		510-810-550 Printing and Postage	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 8929:					3,269.46			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5183829	Shredding	11/15/2023	16.50	03/07/2024	100-425-322 Prof Serv-Other	1123
8876	PACIFIC STORAGE COMPANY	5195407	Shredding	02/07/2024	16.50	03/07/2024	100-425-322 Prof Serv-Other	224
8876	PACIFIC STORAGE COMPANY	5199546	Shred Services	03/06/2024	66.00		100-416-420 Contract Services	324
8876	PACIFIC STORAGE COMPANY	5199547	Shredding	03/06/2024	16.50		100-425-322 Prof Serv-Other	324
Total 8876:					115.50			
PUBLIC EMPLOYEES BENEFITS PROG								
143	PUBLIC EMPLOYEES BENEFITS PROG	MAR 2024	RETIREE INSURANCE - #819	03/05/2024	217.68		100-415-240 Group Insurance	324
143	PUBLIC EMPLOYEES BENEFITS PROG	MAR 2024	RETIREE INSURANCE - #819	03/05/2024	94.16		100-605-240 Group Insurance	324
143	PUBLIC EMPLOYEES BENEFITS PROG	MAR 2024	RETIREE INSURANCE - #819	03/05/2024	261.08		520-810-240 Group Insurance	324
143	PUBLIC EMPLOYEES BENEFITS PROG	MAR 2024	RETIREE INSURANCE - #819	03/05/2024	1.08		510-810-240 Group Insurance	324
Total 143:					574.00			
PURCHASE POWER								
3155	PURCHASE POWER	69812 MAR 24	POSTAGE - COURT	03/03/2024	133.83	03/31/2024	100-425-550 Printing and Postage	324
3155	PURCHASE POWER	69812 MAR 24	POSTAGE - ANIMAL CONTROL	03/03/2024	27.33	03/31/2024	100-575-550 Printing and Postage	324
3155	PURCHASE POWER	69812 MAR 24	POSTAGE - BUILDING	03/03/2024	10.40	03/31/2024	100-605-550 Printing and Postage	324
3155	PURCHASE POWER	69812 MAR 24	POSTAGE - FINANCE	03/03/2024	310.86	03/31/2024	100-415-550 Printing and Postage	324
3155	PURCHASE POWER	69812 MAR 24	POSTAGE - TLT	03/03/2024	9.24	03/31/2024	225-575-550 Printing & Postage	324
3155	PURCHASE POWER	69812 MAR 24	POSTAGE - WATER	03/03/2024	234.98	03/31/2024	510-810-550 Printing and Postage	324
3155	PURCHASE POWER	69812 MAR 24	POSTAGE - CITY MANAGER	03/03/2024	1.81	03/31/2024	100-413-550 Printing and Postage	324
3155	PURCHASE POWER	69812 MAR 24	POSTAGE - CITY ATTORNEY	03/03/2024	96.90	03/31/2024	100-414-550 Printing and Postage	324
3155	PURCHASE POWER	69812 MAR 24	POSTAGE - PLANNING	03/03/2024	174.77	03/31/2024	100-610-550 Printing and Postage	324
3155	PURCHASE POWER	69812 MAR 24	POSTAGE - CLERK	03/03/2024	751.90	03/31/2024	100-416-550 Printing and Postage	324
3155	PURCHASE POWER	69812 MAR 24	POSTAGE - STREETS	03/03/2024	267.97	03/31/2024	100-475-550 Printing and Postage	324
Total 3155:					2,019.99			
QUADIENT LEASING USA, INC.								
8737	QUADIENT LEASING USA, INC.	17274993	BULK MAILER 1YR RENEWAL	02/20/2024	1,168.50		510-810-550 Printing and Postage	224
8737	QUADIENT LEASING USA, INC.	17274993	BULK MAILER 1YR RENEWAL	02/20/2024	1,168.50		520-810-550 Printing and Postage	224
Total 8737:					2,337.00			
RENO GAZETTE JOURNAL								
152	RENO GAZETTE JOURNAL	6252013	Mark IV NV Pacific Pkwy Ext.	02/01/2024	151.80	03/07/2024	100-413-540 Advertising	224
152	RENO GAZETTE JOURNAL	6252013	Bill 343	02/01/2024	119.88	03/07/2024	100-416-540 Advertising	224
152	RENO GAZETTE JOURNAL	6252013	Cond. Permit by Jim Guthrie	02/01/2024	76.56	03/07/2024	100-610-540 Advertising	224

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
152	RENO GAZETTE JOURNAL	6252013	Bill 344	02/01/2024	83.40	03/07/2024	100-416-540 Advertising	224
152	RENO GAZETTE JOURNAL	6252013	Bill 343	02/01/2024	83.40	03/07/2024	100-416-540 Advertising	224
152	RENO GAZETTE JOURNAL	6252013	Bill 344	02/01/2024	67.44	03/07/2024	100-610-540 Advertising	224
152	RENO GAZETTE JOURNAL	6252084	Public Hearing Notices	02/01/2024	410.16		100-610-540 Advertising	224
Total 152:					992.64			
REX MOORE GROUP, INC.								
6461	REX MOORE GROUP, INC.	40427	PS Chem Building Flash Mix lighting replacement/conversion	02/27/2024	9,378.38	03/07/2024	510-840-428 Contract Svc-Electrical & Cont	224
Total 6461:					9,378.38			
SENSUS USA								
1579	SENSUS USA	24003594	Flex net Software	02/22/2024	1,949.94	03/07/2024	510-810-642 Permits and Licenses	224
Total 1579:					1,949.94			
SIERRA ELECTRONICS								
161	SIERRA ELECTRONICS	AR44139	radio repair	02/29/2024	285.00	03/07/2024	100-475-600 General Supplies	224
161	SIERRA ELECTRONICS	AR44140	radio repair	02/29/2024	143.00	03/07/2024	100-475-600 General Supplies	224
161	SIERRA ELECTRONICS	AR44168	radio repair	03/01/2024	143.00		100-475-600 General Supplies	324
Total 161:					571.00			
SIGNA MECHANICAL								
6530	SIGNA MECHANICAL	240217	Two E-Ones	03/04/2024	7,649.28		520-810-615 E-One R & M	324
Total 6530:					7,649.28			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN311397	PS Lab samples	02/20/2024	448.00	03/07/2024	510-840-423 Contract Services-ANALYTICAL	224
7856	SILVER STATE ANALYTICAL LABORATORIES	RN311655	monthly samples round 2	02/27/2024	264.00	03/07/2024	510-810-423 Contract Services-ANALYTICAL	224
7856	SILVER STATE ANALYTICAL LABORATORIES	RN311714	PS Well and Plant water profiles Lab	02/27/2024	2,184.00	03/07/2024	510-840-423 Contract Services-ANALYTICAL	224
7856	SILVER STATE ANALYTICAL LABORATORIES	RN311718	WWTP Monitoring Well Samples	02/27/2024	665.00	03/07/2024	520-810-423 Contract Services-ANALYTICAL	224
7856	SILVER STATE ANALYTICAL LABORATORIES	RN311777	WWTP Influent & Effluent Samples	02/28/2024	502.00	03/07/2024	520-810-423 Contract Services-ANALYTICAL	224
7856	SILVER STATE ANALYTICAL LABORATORIES	RN311793	sample for water main relocation- I-80 bridge construction	02/28/2024	22.00	03/07/2024	510-810-423 Contract Services-ANALYTICAL	224
7856	SILVER STATE ANALYTICAL LABORATORIES	RN311799	day 2 sample of water main relocation-I-80 bridge constructio	02/28/2024	22.00	03/07/2024	510-810-423 Contract Services-ANALYTICAL	224
Total 7856:					4,107.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	26525	traffic control plans	12/01/2023	300.00	03/07/2024	100-475-615 Supplies-Signs and Striping	1223
170	SILVER STATE BARRICADE	32846	signs	03/07/2024	2,663.40		100-475-615 Supplies-Signs and Striping	324
170	SILVER STATE BARRICADE	32847	signs	03/07/2024	332.80		100-475-615 Supplies-Signs and Striping	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 170:					3,296.20			
SOSU TV CORP								
8909	SOSU TV CORP	WC1316	Fernley Focus Videos March 24	02/26/2024	1,083.00		100-413-322 Prof Serv-Other	224
Total 8909:					1,083.00			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	33438 MAR 24	910001133438 ACH	02/23/2024	2,841.65	03/13/2024	100-417-621 Natural Gas	224
Total 204:					2,841.65			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	MAR 2024-1	CHILD SUPPORT	03/08/2024	319.84	03/07/2024	100-219900 OTHER PAYROLL PAYABLES	324
Total 176:					319.84			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2024250101143	PS Ferric Chloride	01/30/2024	17,286.40	03/07/2024	510-840-617 Chemicals	124
Total 8646:					17,286.40			
UNION PACIFIC RAILROAD COMPANY								
185	UNION PACIFIC RAILROAD COMPANY	90132239	Union Pacific Railroad Reimbursement Agr Con WO71719	01/11/2024	1,236.93	03/07/2024	100-475-730 Improve other than Buildings	124
Total 185:					1,236.93			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00288882	PS Lab supplies	02/27/2024	131.63	03/07/2024	510-810-614 Supplies-Plant/Shop/Maint	224
464	USA BLUEBOOK	INV00294547	Flushing equipment for CDM testing	03/04/2024	1,197.33		510-810-614 Supplies-Plant/Shop/Maint	324
464	USA BLUEBOOK	INV00295350	PS Lab supplies	03/04/2024	1,208.93		510-840-430 Service-Repair and Maintenance	324
Total 464:					2,537.89			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	MAR 2024-1	DEFERRED COMPENSATION, 457	03/08/2024	2,792.50	03/08/2024	100-215000 457 PAYABLE	324
8591	VOYA FINANCIAL	MAR 2024-1	ROTH IRA	03/08/2024	210.00	03/08/2024	100-215000 457 PAYABLE	324
Total 8591:					3,002.50			
WALKER LAKE DISPOSAL								
6118	WALKER LAKE DISPOSAL	24-1009	WWTP Dumpster	03/08/2024	297.00		520-810-412 Utility Service-Refuse	324

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6118:					297.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	25001 MAR 24	6-82646-25001	03/01/2024	33.72	03/07/2024	100-475-412 Utility Services-Refuse	324
447	WASTE MANAGEMENT	33001 MAR 24	11-60772-33001	03/05/2024	149.97	03/07/2024	100-417-412 Utility Services-Refuse	324
447	WASTE MANAGEMENT	33005 MAR 24	11-60745-33005	03/05/2024	25.58	03/07/2024	510-840-412 Utility Service-Refuse	324
447	WASTE MANAGEMENT	33009 MAR 24	11-60774-33009	03/05/2024	122.72	03/07/2024	510-810-412 Utility Service-Refuse	324
447	WASTE MANAGEMENT	43003 MAR 24	11-60760-43003	03/05/2024	61.35	03/07/2024	520-810-412 Utility Service-Refuse	324
447	WASTE MANAGEMENT	63002 MAR 24	11-74239-63002	03/01/2024	435.00	03/07/2024	100-575-412 Utility Service-Refuse	324
447	WASTE MANAGEMENT	65007 MAR 24	6-82641-65007	03/01/2024	225.64	03/07/2024	100-417-412 Utility Services-Refuse	324
447	WASTE MANAGEMENT	95009 MAR 24	8-29467-95009	03/01/2024	448.45	03/07/2024	100-575-412 Utility Service-Refuse	324
Total 447:					1,502.43			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11141947	bin stock	02/23/2024	824.10	03/07/2024	510-810-613 Supplies-Meter Service	224
195	WESTERN NEVADA SUPPLY CO.	11149593	sensus 2"" water meter	03/01/2024	1,986.32		510-166100 Construction In Progress	324
195	WESTERN NEVADA SUPPLY CO.	19662835	Sensus pit lid housing	02/23/2024	709.60	03/07/2024	510-166100 Construction In Progress	224
Total 195:					3,520.02			
XPRESS BILL PAY LLC								
2468	XPRESS BILL PAY LLC	02/2024	CREDIT CARD PROCESSING FEES- WATER	02/29/2024	1,999.77	02/29/2024	510-810-609 Credit Card Fees	224
2468	XPRESS BILL PAY LLC	02/2024	CREDIT CARD PROCESSING FEES- SEWER	02/29/2024	1,999.76	02/29/2024	520-810-609 Credit Card Fees	224
Total 2468:					3,999.53			
XYLEM WATER SOLUTIONS USA, INC.								
8939	XYLEM WATER SOLUTIONS USA, INC.	3556D11733	Lift Station Floats	02/15/2024	1,382.76	03/07/2024	520-810-430 Service-Repair and Maintenance	224
8939	XYLEM WATER SOLUTIONS USA, INC.	3556D11735	Level Transmitter	02/15/2024	1,522.00	03/07/2024	520-810-430 Service-Repair and Maintenance	224
Total 8939:					2,904.76			
Grand Totals:					244,463.09			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
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Dated: _____

Mayor: _____

City Treasurer: _____

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

**MINUTES OF THE
FERNLEY CITY COUNCIL MEETING
MARCH 6, 2024**

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

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, City Manager Ben Marchant, Councilman Ryan Hanan, Councilwoman Felicity Zoberiski, Councilman Stan Lau, Councilman Albert Torres, Councilwoman Fran McKay, City Clerk Kim Swanson, Administrative Specialist I Sandy Harris, City Attorney Aaron Mouritsen, City Treasurer Robert Carson, Building Official Charity Birkel, Senior Planner Shay League, Public Works Director Barry Williams, Deputy PW Director Olivia John, City Engineer Derek Starkey.

1.3. Public Forum

None at this time

1.4. (For Possible Action) Approval of Agenda

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

2. CONSENT AGENDA

2.1. (Possible Action) Approval of Voucher Report

2.2. (Possible Action) Approval of Minutes

2.3. (Possible Approval) Approval of Business Licenses

City Clerk Kim Swanson read the new business licenses.

2.4. Possible Action to Approve the Will-Serve Request from ERGS Fernley, LLC for River Ranch Phase 1 for 20.62 ERC's for Water and 55.62 ERC's for Sewer for Lyon County Parcel 021-281-15 located at 501 River Ranch Rd Fernley, NV

2.5. Possible Action to Approve the Will-Serve Request from TREX for 0.35 ERC's for Water and 1.34 for Sewer for Lyon County Parcel 021-241-08 located at 2275 E. Newlands Dr. Drive Fernley, NV 89408.

2.6. (For Possible Action) Discussion and possible action to approve Resolution 24-004, an amendment to Section 2-1 (Membership) of the Planning Commission Bylaws to allow the mayor to appoint an alternate member to the Planning Commission.

Motion: I MOVE TO APPROVE THE CONSENT AGENDA AS WRITTEN. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed,

Summary: Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

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

Deputy Chief Mitch Brantingham, Lyon County Sheriff's Department, addressed the issue of last week's phone outages. During the phone line outage, the calls were forwarded to Carson City. The phone provider that services the system is Frontier. Frontier works from an optic line that runs through Mason Valley several miles away from the Sheriff's office. Frontier is the only phone provider in the valley that can support 911 communications. This has hindered the ability to go to another company and that system continues to fail and there is no response from Frontier to update the infrastructure. Cutting the optics into the dispatch center is a multi-million dollar project. The department is looking for other solutions, such as a mobile command post to set up in another location, so if things fail, they can move to another location or to a mobile system that will shorten that time. They are also looking at bigger dispatch centers so as not to continue putting the burden on Carson City. Deputy Chief reported that the response times. The department has shut off weather alerts on the app.

Councilman Ryan Hanan thanked Carson City for their 911 collaboration and asked about the fire across from the 76 Station.

Deputy Chief stated that during the fire across from the 76 Gas station an open fuel source was detected. The Sheriff's department, fire department, emergency management, and several different entities from NV Energy, and the gas line companies that operate in that area were on scene for several hours to get the flow of fuel stopped and contained to be sure that there was no additional spark.

Mayor Neal E. McIntyre stated that he had met with public relations from Kender Morgan. They worked all week on the line to get it repaired.

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

Ben Marchant, City Manager, called on all citizens to get more engaged in Fernley. Starting on Thursday, March 28, from 6:00 - 8:00, the city is offering a 9-week Citizens & Leadership Academy course. Sign-up is also available on the City's website.

Councilman Ryan Hanan congratulated the Mayor on the State of the City address. He encouraged citizens to reach out to local businesses for fence and wind damage repair.

Councilman Albert Torres reminded the citizens of John Picetti's services on March 9th at 11:00 at the Fire Department.

Councilwoman Fran McKay suggested that anyone who suffered damage from the windstorm call their insurance companies and congratulated the Fernley Bowling Team.

Mayor Neal E. McIntyre thanked everyone who came out for the State of the City. He also stated that this is the second year in a row that the bowling team has won the State Title. The

Mayor invited the citizens to come have Coffee with the Mayor at 9:30-10:30 at Black Bear Diner on Saturday, March 9th.

4. PROCLAMATIONS BY THE MAYOR

None at this time.

5. PRESENTATIONS

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

Derek Starkey, City Engineer, gave the 4th quarter CIP project update on the Main Street Beautification, Shadow Lane reconstruction, Green Valley All-Abilities Park, Villa Park reconstruction, water treatment plant and the Community Response and Resource Center.

5.2 Presentation and discussion regarding the City's quarterly financial report.

Robert Carson, City Treasurer, presented the unaudited quarterly financials as of December 31, 2023. He went over the cash trends for the general fund and enterprise funds, cash and investment breakdown, budget vs actual general fund, budget vs actual water enterprise fund, and budget vs actual sewer enterprise fund.

Councilman Albert Torres stated that he would like to see the percentage rate for previous years' expenditures for the General fund for the 2024/2025 and 2025/2026 budgets raised a few points.

Councilman Ryan Hanan asked what the percentage rate is for the investments; Robert Carson stated that for the past few months they have been paying around 4 1/2% to 5% and the Sweep Account is a set rate at 4.9%.

6. PUBLIC HEARINGS

6.1. (For Possible Action) Discussion and possible to adopt Bill # 344, amending Title 2, Chapter 09, Article 1 (Planning Commission) of the Fernley Municipal Code to allow the Mayor to appoint an alternate member to the Planning Commission.

Shay League, Senior Planner, presented that during the recruitment to fill the latest vacancy on the Planning Commission, the Mayor expressed interest in appointing an alternate member. This alternate would be available to sit on the Planning Commission when another member is absent from a meeting or in the event that another vacancy occurs. Upon review of NRS 268.110 and the required number of commissioners, the City Attorney determined that there was nothing prohibiting the proposed alternate. This will aid in the overall efficiency of the Planning Commission, especially for more complex projects where a super-majority is required. Mayor Neal E. McIntyre asked for public input and there was none.

Motion: I MOVE TO ADOPT BILL #344, AN AMENDMENT TO TITLE 2, CHAPTER 09, ARTICLE 1 OF THE FERNLEY MUNICIPAL CODE AS PRESENTED BY STAFF. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilwoman Fran McKay. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilwoman McKay, Councilman Hanan.

7. STAFF REPORTS

7.1. Possible action to approve the Mayor's appointment of Tessa Garvin as an alternate member of the Fernley Planning Commission.

Motion: I MOVE TO APPROVE THE MAYOR'S APPOINTMENT OF TESSA GARVIN AS AN ALTERNATE MEMBER OF THE FERNLEY PLANNING COMMISSION. **Action:** Approved.

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

8. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilwoman Fran McKay stated that she would like to have a new adjustable microphone for the podium.

Councilman Ryan Hanan would like to know when the water rate study would be done, and lighting on Farm District Road. He would also like to have the staff work on a priority list of projects.

Barry Williams, Public Works Director, stated that the water rate comparison will be on the April agenda. The water rate analysis begins on July 1, 2024. Those comparisons will also be made in that study as well.

Derek Starkey, City Engineer, stated that the city is working with NDOT on the corridor studies that includes Farm District Road. The studies are good planning documents that take an initial assessment of what is there and what needs to be there, so we are talking about safety improvements, pedestrian improvements and lighting. It is a long-term process.

9. PUBLIC FORUM

Robert Flores, Fernley resident, stated that he has safety issues with the railroad tunnel and would like to see reflector lights. Also, the off-ramp to West Fernley is poorly lit, and the on-ramp of East Fernley going west is also poorly lit.

Joy Edge, Fernley resident, and crosswalk guard at Fernley Elementary School stated that they would like to get a flashing light displaying the speed a car is going in the School Zone. She is having a fund raiser to purchase the sign and would like the city of Fernley to put it in. She did approach the school and they said no.

Councilwoman Felicity Zoberski stated that the Sheriff's department had a speed sign that they were moving around to different neighborhoods and suggested that until they can purchase theirs, maybe we could work something out with the Sheriff's department to get it put on Hardies Lane in the school zone every so often.

Tessa Garvin, Fernley resident, stated that she noticed that there was no adequate turning to go into the school or out of the school. She also stated she was having an issue with the link to register for the Citizens & Leadership Academy.

Teresa Morros, Fernley resident, (Zoom) stated that she would pitch the idea of the speed signal to the PTA.

Ben Marchant, City Manager, stated that much of this can be handled at the staff level where Mr. Williams, Mr. Starkey and himself can open the avenue of conversation with the School District and support this as a public safety issue.

The next meeting will be March 20, 2024, at 5:00 pm.

10. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 6:29

Approved by the Fernley City Council on March 20, 2024, by a vote of:

AYES _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

Mayor Neal E. McIntyre

ATTEST: City Clerk Kim Swanson

Report Criteria:

License.Status = "Active"

Business.Origination date = 2/29/2024-3/13/2024

Business Name	Name	Location	Location City	Location State	Location Zip	Business Tel	Description	Occupation
Tommy L. Hoyle	Tommy L. Hoyle	2336 Jacobsen Lane	Gardnerville	NV	89410	775-782-5022	Contractor	Residential & Small Commerci
Blue Reef Enterprises, LLC	Steve Rosenthal	2600 Mill St., Suite 400	Reno	NV	89502	775-391-4517	Contractor	General Contractor #85999
Criterion Construction LLC	Cole Dillon & Ann Dill	2175 Lakeside Drive	Reno	NV	89509	775-493-2214	Contractor	Carpentry Contractor #91802
Because I Can Handyman	John E. Morros	460 W. Main St. #4	Fernley	NV	89408	775-742-2280	Handyman	Handyman Services
JLM Title, LLC	Andrew Tourin	1032 Inglewood Dr #100	Fernley	NV	89408	775-689-8510	Title & Escrow Services	Title and Escrow
Luv Earrings by Lisa	Lisa Miller	5868 Sonora Pass Drive	Sparks	NV	89436	971-295-9511	Hobby/Crafter, Sewing, J	Crafts: Jewelry
Sew What Designs	Kristine Suarez	427 Fort Sutter Blvd	Fernley	NV	89408	775-770-4852	Hobby/Crafter, Sewing, J	Sewing & upholstery
Grand Totals:								7

Report Criteria:

License.Status = "Active"

Business.Origination date = 2/29/2024-3/13/2024



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 20, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-475-430

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible Action to Award a Contract for Construction for the FY 23/24 PMP Maintenance Project to: Sierra Nevada Construction, Inc (SNC) in an amount not to exceed \$1,321,007.00 plus a 3% contingency of \$39,630.21.

AGENDA ITEM BRIEF:

The proposed major work items include, but are not limited to: Rapid setting slurry seal, asphalt pavement patching, crack sealing on local roads, Portland cement concrete improvements, pavement markings, traffic control, and public relations activities.

RECOMMENDED MOTION:

"I move to Award a Contract for Construction for the FY 23/24 PMP Maintenance Project to:Sierra Nevada Construction, Inc (SNC) in an amount not to exceed \$1,321,007.00 plus a 3% contingency of \$39,630.21."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

1. City Council may award the proposed Contract for Construction Services to Sierra Nevada Construction, LLC (SNC)
2. City Council may reject the proposed contract and provide additional direction to the City Manager

BACKGROUND:**PROJECT SUMMARY:**

The proposed major work items include, but are not limited to: Rapid setting slurry seal, asphalt pavement patching, crack sealing on local roads, Portland cement concrete improvements, pavement markings, traffic control, and public relations activities.

The Project was advertised in the Reno Gazette Journal, and the Lyon County News Leader between the dates of February 14th, 2024 to February 23rd, 2024. A pre-bid meeting was held on February 23rd, 2024 at Fernley City Hall. Staff opened bids on March 6th, 2024. The list of bidders and total bid prices for the project are included in Lumos' Recommendation of Award, attached. After reviewing the bids and conferring with the City's Project consultants, Lumos and Associates, Inc., staff recommends awarding the contract to Sierra Nevada Construction, LLC (SNC).

The proposed Contract for Construction will complete preventative maintenance treatments for local streets within: Ponderosa Subdivision and Green Valley Subdivision 1-5.

Many of the streets within the FY 23/24 Project area have not been previously slurried. Streets included in the FY 23/24 Project area are shown per the attached, Base Bid Sheet Index and Vicinity Map, (Sheet C1.1) and Options 1-3 Slurry Sheet Index and Vicinity Map, (Sheet C1.1). The Contract for Construction will also include additional Striping Work (C1.2) and Crack Seal Work (C1.3).

Lumos and Associates, Inc. (Lumos) has assisted many agencies in northern Nevada with Engineering Design and Construction Management Services for Pavement Maintenance. They prepared plans, specifications and estimates for the project, and will be providing applicable Construction Management Services including inspection and materials testing.

BACKGROUND:

The intent of the City's annual PMP Maintenance Project is to complete appropriate maintenance treatments for streets that have been selected by Staff, using key parameters of the City of Fernley Pavement Management Program, Resolution #2015-008, adopted by City Council September 16, 2015. The Pavement Management Program (PMP) provides Staff with direction necessary to evaluate and prioritize pavement preservation projects, while providing clarification to stakeholders regarding the project selection process. The annual slurry project associated with the City's Pavement Management Program applies to street sections within the Network that have been identified as candidates to receive preventative maintenance treatments. Six (6) preventative maintenance treatment projects have been completed since project implementation in 2016. Staff estimates preventative maintenance treatments have been completed on approximately 60% of the City's total eligible Pavement Management Sections within the Network over this 7-Year period. Currently, approximately 80% of the City's total paved Street Network is eligible for preventative maintenance treatments; another approximately 10% are eligible for corrective maintenance treatments.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Nevada Statutes:

- NRS 625.050 Practice of Professional Engineering
- NRS 625.530 Section 3 Restrictions upon Public Works
- NRS 332.115.b
- NRS 338

FINANCIAL IMPLICATIONS:

Project appropriations are included in the approved FY 2024 Budget as part of the Capital Improvement Plan:

- \$1,300,000 (100-475-430), PMP Project, Ponderosa Subdivision and Green Valley 1-5.

Proposed Contract for Construction Services:

City of Fernley Standard Agreement for Construction Services, Sierra Nevada Construction, LLC (SNC) (attached)

Total Base Bid \$1,257,598.27

Total Options (No. 1-5) \$63,408.73

Total (Base Bid and all Options): \$1,321,007.00

Staff is requesting that FCC approve an additional approximate 3% contingency in the amount of \$39,630.21. If it is necessary to perform work to be paid from the proposed contingency amount, a written request from the Contractor detailing the need, scope and not-to-exceed budget for any proposed work will be submitted following the process stipulated in the Project Contract Documents. Work shall proceed only with the City Project Manager's prior written approval.

Existing Contract for Design Professional Services:

City of Fernley Standard Contract for Engineering Services, Lumos and Associates, Inc.

This Contract, effective October 4th, 2023, includes Engineering Design and Construction Management Services, in an amount not to exceed \$207,900. The following tasks have been included in the Scope of Services (Attachment A to the City of Fernley Standard Contract for Engineering Services, Lumos):

Total Design and Bidding Services: (Tasks 1) \$80,500

Total Construction Services: (Task 2) \$108,100

Total Public Outreach: (Task 3) \$7,300

Total OPTIONAL Engineering Services: (Tasks 4) \$12,000

Total (Including OPTIONAL Services): **\$207,900**

Total Proposed FY 23/24 PMP Maintenance Project:

Sierra Nevada Construction, LLC (SNC) Standard Agreement for Construction Services \$1,321,007.00

Proposed 3% Contingency \$39,630.21

Lumos Standard Contract for Engineering Services \$207,900

TOTAL: **\$1,568,537.21**

ATTACHMENTS:

1. LY-2024-194_FY 23-24 PMP Maintenance Project_Recommendation for Award_03.06.2024
2. 2024.03.20 FY23-24 PMP Contract



Reno
950 Sandhill Road, Suite 100
Reno, Nevada 89521
775.827.6111

March 6, 2024

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

**Subject: FY 23/24 PMP Maintenance Project
Recommendation of Award**

Dear Kari:

As you are aware, bids for the above referenced project were received and opened on March 6, 2024. One (1) bid was received with Sierra Nevada Construction, Inc. having the lowest total bid of \$1,321,007.00.

Sierra Nevada Construction, Inc., a Nevada contractor licensee, is of good standing and their bid was found to be complete. Therefore, we recommend that award be considered to Sierra Nevada Construction, Inc. for Base Bid and any and all Options as determined by the City of Fernley in an amount not to exceed \$1,321,007.00.

A Bid Tabulation has been attached for your reference. If you have any questions, please contact me at (775) 827-6111.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brian Harer', is written over a large, light blue circular stamp.

Brian Harer
Senior Project Manager
Construction Division

Attach: Bid Tabulation
Bid Opening Attendance Sheet
Bid Submittal Checklist

CITY OF FERNLEY - BID TABULATION

PROJECT: FY 23-24 PMP MAINTENANCE PROJECT
PWP# LY-2024-194

BID OPENING: March 6, 2024

1:00 PM

Item No.	Base Bid Item and Description	Unit	Engineer's Estimate			* Apparent Low Bidder *	
			Sierra Nevada Construction				
			Unit Cost	Quantity	Total	Unit Cost	Total
1	TYPE II MICRO SURFACE	SF	\$0.25	1,581,211	\$395,302.75	\$0.24	\$379,490.64
2	WIDE CRACK REPAIR	LF	\$11.00	15,563	\$171,193.00	\$9.00	\$140,067.00
3	PAVEMENT CRACK SEALING	SF	\$0.08	1,581,211	\$126,496.88	\$0.09	\$142,308.99
4	4" DOUBLE SOLID YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	\$3.10	3,755	\$11,640.50	\$1.25	\$4,693.75
5	4" DOUBLE (SOLID & BROKEN) YELLOW STRIPING PAINT (TYPE II WATER BORNE)	LF	\$3.00	524	\$1,572.00	\$1.25	\$655.00
6	4" WHITE PARKING TEE'S AND CROSSES (TYPE II WATER BORNE)	EA	\$23.00	18	\$414.00	\$30.00	\$540.00
7	12" SOLID WHITE (THERMOPLASTIC)	LF	\$13.00	1,327	\$17,251.00	\$15.00	\$19,905.00
8	24" SOLID WHITE (CROSS WALK - THERMOPLASTIC)	LF	\$16.00	690	\$11,040.00	\$17.00	\$11,730.00
9	YIELD TRIANGLES (THERMOPLASTIC)	EA	\$75.00	6	\$450.00	\$88.79	\$532.74
10	PREFORMED PAVEMENT MARKINGS (THERMOPLASTIC)	SF	\$20.00	1,264	\$25,280.00	\$15.00	\$18,960.00
11	RED CURB	LF	\$15.00	40	\$600.00	\$4.02	\$160.80
12	FULL DEPTH PAVEMENT PATCHING	SF	\$11.00	34,634	\$380,974.00	\$10.00	\$346,340.00
13	ADDITIONAL 1" ASPHALT PATCH DEPTH	EA	\$0.75	1,000	\$750.00	\$0.51	\$510.00
14	PROTECT AND ADJUST VALVES AND SURVEY MONUMENTS	EA	\$1,500.00	15	\$22,500.00	\$1,200.00	\$18,000.00
15	PROTECT AND ADJUST MANHOLES	EA	\$1,750.00	10	\$17,500.00	\$1,600.00	\$16,000.00
16	CHFRS-2P with 3/8" CHIP SEAL	SF	\$0.60	238,223	\$142,933.80	\$0.45	\$107,200.35
17	SCRATCH COURSE	SF	\$2.00	336	\$672.00	\$1.50	\$504.00
18	CONTRACT ALLOWANCE	LS	\$50,000.00	1	\$50,000.00	\$50,000.00	\$50,000.00
BASE BID TOTAL:			\$1,376,569.93			\$1,257,598.27	

Item No.	OPTION 1 Item and Description	Unit	Engineer's Estimate				
			Unit Cost	Quantity	Total	Unit Cost	Total
O1.1	PAVEMENT CRACK SEALING	SF	\$0.08	879,839	\$70,387.12	\$0.07	\$61,588.73
O1.2	RED CURB	LF	\$6.50	910	\$5,915.00	\$2.00	\$1,820.00
OPTION 1 TOTAL:			\$76,302.12			\$63,408.73	

BASE BID + ALL OPTIONS TOTAL:

\$1,452,872.05

\$1,321,007.00

BID PROPOSAL:	X
BID BOND:	X
FIRST TIER SUBCONTRACTORS (5%):	X
MATERIAL SUPPLIERS:	X
NEVDADA BUSINESS/CONTRACTORS LICENSE:	X
ADDENDUM #1:	X
1% SUBCONTRACTORS (2 HOUR LIST):	X
PREFERENTIAL BIDDER STATUS:	X
UNIFORM AFFIDAVIT OF CERTIFICATION:	X
SUBCONTRACTORS:	All American Asphalt



FY 23/24 PMP Maintenance Project
(PWP-LY-2024-194)
Bid Opening Attendance Sheet
City of Fernley – Engineering Department
March 6, 2024
1:00 PM

Name	Company	Phone Number	Email Address
Matthew Wimberley	Lumos + Associates	(209) 606-7519	mwimberley@lumosinc.com
SAM VIOLAGO	LUMOS	775-343-6445	sviolago@lumosinc.com
BRIAN HARER	LUMOS	775-827-6111	BHARER@LUMOSINC.COM
Kari Witzel	City of Fernley	775-784-9866	KWitzel@cityoffernley.org
Darcy Carpenter	Sierra Nevada Construction	775-355-0420	bids@snc.biz



City of Fernley
FY 23/24 PMP Maintenance Project
PWP No. LY-2024-194
Bid Submittal Checklist
March 6, 2024
1:00 PM

Contractor	Bid Form (00410)	Bid Bond (00430)	5% List (00440-1)	Proposed Material Suppliers (00440-3)	Preferential Bidder Status (00450-1)	Affidavit of Certification (00450-2,3)	State Business or Contractor's License	Addendum No. 1	1% List (00440-2)	Base Bid + ALL Options Total
SNC	✓	✓	✓	✓	✓	✓	✓	✓	✓	\$ 1,321,007.00
										\$
										\$
										\$
										\$
										\$
										\$
										\$
										\$

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Fernley ("Owner") and
("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

The Work generally includes but is not limited to: Rapid setting slurry seal, asphalt pavement patching, crack sealing on local roads, Portland cement concrete improvements, pavement markings, traffic control, and public relations activities.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **FY 23/24 PMP Maintenance Project.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Lumos & Associates, Inc.

3.02 The Owner has retained **Lumos & Associates, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within **60** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **70** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **\$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. Other bonds. None
 - 5. General Conditions (pages 1 to 66, inclusive).
 - 6. Supplementary Conditions (pages 1 to 12, inclusive).
 - 7. 2021 Prevailing Wage Rates: Northern Nevada Rural Counties
 - 8. Provisions of Nevada Revised Statute Chapter 338 (00521)
 - 9. City of Fernley Division of Safety Form (00522)
 - 10. Specifications as listed in the table of contents of the Project Manual including Appendix A.
 - 11. Drawings (not attached but incorporated by reference).
 - 12. Addenda (numbers ____ to ____, inclusive).
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (00410-1 thru 6, 00440-1 thru 2, and 00450-1 thru 3)
 - 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee® and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.
- B. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, P.L. 93-112, as amended, the age discrimination Act of 1975 and any relevant program-specific regulations (including those with anti-discrimination requirements), and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity or expression, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions). Such agreement shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

(Authorized Signature)

(Authorized Signature)

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: Mayor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

City of Fernley

595 Silver Lace Boulevard

Fernley, NV 89408

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

++END OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ++

2024
(2023 Data Year)

Certification of Public Road Mileage and Fuel Tax Mileage
To Nevada Department of Transportation

Annual certification of city owned/maintained Public Road/Street mileage, Fuel Tax Road/Street mileage within **Fernley**.

Public Road Mileage: I hereby certify that there are 135.1 centerline miles of Public Road/Streets within the corporate limits as of December 31, 2023.

Number of Paved Miles: 101.69 Number of Unpaved Miles: 33.412

Please submit a full inventory of your Certified Public Mileage roads in one of the following formats:

1. Excel Spreadsheet
2. File Geodatabase
3. Shapefile
4. Map

Note: Your certification must include a full inventory of all maintained roads that match the above certified number. This inventory must include the begin and end points as well as the total length of each road, per NRS 365.550, Sections 8 (a)(b). Please submit a full copy of your database as NDOT requires all roads that are classified as Certified Public Roads to be submitted, not just yearly additions.

Motor Fuel Tax Mileage:

*Note: Nevada Department of Transportation is requesting that you submit your Motor Fuel Tax mileage certification by **March 1, 2024**. If you do not submit your certification by this date, we will be unable to provide your certified mileage to the Department of Taxation and your agency will not receive reimbursable fuel taxes.*

I hereby certify that there are 101.69 Motor Fuel Tax centerline road miles maintained by **Fernley** as of December 31, 2023.

Please submit a full inventory of your Motor Fuel Tax roads in one of the following formats:

1. Excel Spreadsheet
2. File Geodatabase
3. Shapefile

Note: Your certification must include a full inventory of all maintained roads that match the above certified number. This inventory must include the begin and end points as well as the total length of each road, per NRS 365.550, Sections 8 (a)(b). Please submit a full copy of your database as NDOT requires all roads that are classified as Motor Fuel Tax to be submitted, not just yearly additions.

I DEREK STARKLEY hereby certify that the above values accurately reflect the roadways under our jurisdiction.

Printed Name: DEREK STARKLEY Date: 2/27/2027

Title: CITY ENGINEER

Public Road miles/mileage is defined in C.F.R. Title 23 Parts 460.1-460.3 and U.S.C. 23 Chapter 4 Section 402(c)
Motor Fuel Tax miles/mileage is defined in NRS 365.550



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 20, 2024

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 no.100-413-322

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to approve \$35,000 of additional funding for the Bureau of Land Management (BLM) to fund Cadastral survey work on parcels 9 and 10 of the Fernley Lands Bill Conveyance Phase 2.

AGENDA ITEM BRIEF:

Staff is seeking approval to provide BLM with \$35,000 of additional funding under the BLM Cost Reimbursement Agreement executed between the BLM and the City of Fernley dated June 10, 2020.

RECOMMENDED MOTION:

I move to pay the Bureau of Land Management \$35,000 to fund the Cadastral work on Parcels 9 and 10 and any other work associated with the Fernley Lands Bill Conveyance Phase 2.

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:

To deny payment to the Bureau of Land Management for Cadastral work required for the conveyance of parcels 9 and 10.

BACKGROUND:

Efforts began several years ago to have Congress work on a Federal Lands Bill to address the checkerboard of Federal Land within the City limits of Fernley.

On August 15, 2012, the Fernley City Council voted to approve Resolution 2012-10 supporting the Fernley Lands Conveyance Bill introduced by Congressman Mark Amodei.

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 initially 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.

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.

The City of Fernley entered into a contract with Wood Rodgers initially in September 2019 for coordination services with the BOR and BLM to facilitate and complete required baseline studies, NEPA compliance, and concept layouts in compliance with the Recreation and Public Purposes Act (R&PP).

On January 9, 2020, the City released a request for proposals (RFP) to seek development proposals from qualified firms for the opportunity to purchase and develop ten parcels of Federal land to be conveyed through the process established by the Lands Bill. Several firms replied with project visions for the various parcels and the benefits their projects will bring to the City, among other qualifications. The intended outcome of the RFP process is the development of an Exclusive Right to Negotiate agreement that will establish terms and conditions, as identified in the Lands Bill.

On May 2, 2023, City staff met with the Carson City District BLM staff and field manager as required to initiate the conveyance process for ten parcels of land designated in the Lands Bill, called Fernley Land Conveyance Phase 2. 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 for baseline surveys, reports, concept layouts, and NEPA documentation in accordance with the 2016 MOU between the BLM and the City to facilitate conveyance of 10 parcels (Attachment B, blue parcels). Two firms responded including DOWL (formerly Farr West) and Wood Rodgers.

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 provided approval for the City to enter a time and materials contract

with Wood Rodgers not to exceed \$291,000 for coordination services with 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.

On March 11, 2024, the City of Fernley received a Cost Reimbursement Agreement for \$35,000 to continue processing the City's request to fund Cadastral work on Parcels 9 and 10 of Fernley Land Conveyance Phase 2. Any remaining funds will be applied to work associated with the City for their land conveyance requests.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Federal Land Policy and Management Act of 1976 43 U.S.C 1712,1713

Recreation and Public Purposes Act 43 U.S.C. 869 et seq.

NRS 268.063

NDAA of 2015, Section 3009(c)

FINANCIAL IMPLICATIONS:

The Fiscal Year 2023-2024 budget has funds available to cover this request by the Bureau of Land Management.

ATTACHMENTS:

1. COF_BLM Request Letter 2024.3.11_Agreement



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Sierra Front Field Office

5665 Morgan Mill Road

Carson City, Nevada 89701

Phone: 775-885-6000

Fax: 775-885-6147

<http://www.blm.gov/nevada>

MAR 11 2024

Your Reference

City of Fernley Land Conveyance

CERTIFIED MAIL 7022 0410 0001 5727 3801 – RETURN RECEIPT REQUESTED

DECISION

Lydia Altick :
Deputy City Manager - City of Fernley :
595 Silverlace Boulevard : Land Conveyance
Fernley, Nevada 89408 :

Contributed Funds Determined

National Defense Authorization Act – Land Conveyance

Dear Ms. Altick:

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. On May 30, 2023, a letter was sent to the City requesting an additional \$15,000 to provide funding for Cadastral work on Parcel 2 and for the BLM to continue processing the land conveyance. To continue processing your request and to fund the associated Cadastral work on Parcels 9 and 10, we are requesting additional funding in the amount of **\$35,000.00**. Any funds remaining will be applied to work associated with the City of Fernley land conveyance request. Please make your payment within 15 days of receipt of this letter.

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN

CALIFORNIA*, NEVADA*, OREGON*

* PARTIAL

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. 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

**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

4/25/2020
(Date)

For City of Fernley


(Signature)

~~David Whitten~~ 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: March 20, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Charity Birkel, Building Official

FINANCIAL IMPACT:

Yes: No:

CURRENTLY BUDGETED:

Yes: No:

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance

AGENDA ITEM:

First reading and introduction of Bill # 345 an ordinance amending Title 16 (Nuisances) Chapter 1, Section 16.01.05 of the Fernley Municipal Code, Notification.

AGENDA ITEM BRIEF:

The current language in section 16.01.05 required notifications for code enforcement to be sent via certified mail and return receipt. In addition, this section of the code requires code enforcement staff to give 15 days to abate the condition. The changes that are being recommended are to remove the requirement for mail having to be sent certified, and the second change is to allow the code enforcement staff the ability to determine the amount of time given to the violator for the abatement of the condition.

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

A business impact statement is not required.

See attached report for background, analysis, alternatives.

ALTERNATIVES:

BACKGROUND:

When conducting code enforcement inspections, it is always the building department's preference to make contact with the owner or tenant where the violation exists. If staff is unable to make contact, we leave a violation notice on the door. Should we have to send mail because of the inability to make contact or to notify an absent owner, I would like to be able to send this notice USPS but not certified. There are a couple of reasons for this. The first reason is the cost of sending certified mail is very high and takes a lot of staff time to prepare. The second reason is because, in my years of experience doing code enforcement, it has been noticed that when certified mail is sent, the receiver just doesn't pick it up.

The building department staff are always willing to work with property owners and tenants when gaining voluntary compliance for active code enforcement issues. Being restricted on how much time code enforcement officers are required to give violators is difficult because that means that every case is being handled the same. Because every violation is different, the amount of time given should be dependent on what the violation is. If we are dealing with an issue that is not related to life and safety violations, more time can be allotted. If we have a life or safety concern, allowing 15 days to abate is too long.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

City of Fernley Municipal Code Title 16, Chapter 1, Section 16.01.05

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Sec._16.01.05.____Notification. Current
2. BILL # 345 AMENDING TITLE 16 CHAPTER 1 Notification Ordinance
3. Sec._16.01.05.____Notification. Revised

Sec. 16.01.05. Notification.

Upon receipt of a complaint alleging a violation of this title, the code enforcement officer shall determine the validity of the complaint. If the complaint is determined to be valid, the code enforcement officer shall deliver by personal service or by certified mail, return receipt requested, to the property owner or tenant, a notice of the alleged violation and the date by which the condition must be abated. The owner or tenant will be given a period of time of not less than 15 days to abate the condition. The notice must also inform the owner or tenant that they may:

- (1) Request a hearing.
- (2) If they do not prevail at the hearing, appeal to the council.

(Prior Code, § 5.02.05)

BILL NO. 345

CITY OF FERNLEY

ORDINANCE # 2024-__

CITY OF FERNLEY

**AN ORDINANCE AMENDING TITLE 16 CHAPTER 1 SECTION 16.01.05
NOTIFICATION, OF THE FERNLEY MUNICIPAL CODE. THIS ORDINANCE
SHALL GO INTO EFFECT JUNE 1ST, 2024.**

**THE CITY COUNCIL OF THE CITY OF FERNLEY, hereinafter “the Council” DO
ORDAIN That Section 16 of the City of Fernley Code of Ordinances is amended as follows:**

Sec. 16.01.05. Notification.

Upon receipt of a complaint alleging a violation of this title, the code enforcement officer shall determine the validity of the complaint. If the complaint is determined to be valid, the code enforcement officer shall deliver by personal service or by USPS mail, to the property owner or tenant, a notice of the alleged violation and the date by which the condition must be abated. The owner or tenant will be given a period of time determined by the officer. In no case will this time be less than 3 days unless the violation is creating a safety hazard. The notice must also inform the owner or tenant that they may:

- (1) Request a hearing.
- (2) If they do not prevail at the hearing, appeal to the council.

(Prior Code, § 5.02.05)

PROPOSED on the 3rd day of April 2024.

PASSED, APPROVED and ADOPTED this 3rd day of April 2024, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____

Neal E. McIntyre, Mayor

Date: _____

Attest By: _____

Kimberly Swanson, City Clerk

Date: _____

Sec. 16.01.05. Notification.

Upon receipt of a complaint alleging a violation of this title, the code enforcement officer shall determine the validity of the complaint. If the complaint is determined to be valid, the code enforcement officer shall deliver by personal service or by ~~certified~~ **USPS** mail, ~~return receipt requested~~, to the property owner or tenant, a notice of the alleged violation and the date by which the condition must be abated. The owner or tenant will be given a period of time **determined by the officer. In no case will this time be less than 3 days unless the violation is creating a safety hazard.** ~~of not less than 15 days to abate the condition.~~ The notice must also inform the owner or tenant that they may:

- (1) Request a hearing.
- (2) If they do not prevail at the hearing, appeal to the council.

(Prior Code, § 5.02.05)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 20, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: X

No:

CURRENTLY BUDGETED:

Yes:

No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED:

AGENDA ITEM:

Introduction and first reading of Bill #342, an Ordinance establishing a Development Agreement (DA22001) between the developer (Mark IV Capital) and the City of Fernley in association with the Victory Logistics District Planned Development relating to improvements of utilities, public services, streets, and other related items.

AGENDA ITEM BRIEF:

The property owner, Mark IV Capital, and the City of Fernley have negotiated a Development Agreement to accompany the development of the Victory Logistics District Planned Development. This agreement outlines requirements for both the developer and the City to follow as the project develops over the next 20 years. Items discussed include a new fire station, future potential wastewater infrastructure, streets, and an existing well.

On March 13, 2024 the Planning Commission voted to recommend approval of Bill #342 to the City Council.

RECOMMENDED MOTION:

N/A

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

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 used by future buildings.

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



This Development Agreement is the third of several approvals needed before development of the area can occur. A Planned Development Handbook and Tentative Subdivision Map have both been approved by City Council. Following the approval of this Development Agreement, the next step would be for the developer to record the PD Handbook and Development Agreement, submit for the approval of one or more Final Maps, and begin developing the needed public improvements.

In general, a Development Agreement is a contract between a local governmental body (the City of Fernley) and a landowner/developer (Mark IV Capital) detailing the obligations of both parties for the development of the property. The proposed agreement outlines the timing and extent of public improvements to be installed by the Master Developer. It also provides the city with assurances that public services and infrastructure will be sufficient to protect the health, safety, and welfare of residents as the project grows. In this instance, there are four main issues covered in the Development Agreement:

Fire:

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

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

- Developer agrees to dedicate a parcel of land to the City for the development of a new fire station
- Developer agrees to construct a new fire station on the dedicated site
- City and/or Fire District will reimburse developer for costs associated with fire facilities providing excess capacity
- Developer shall submit building plans at the 50 percent, 90 percent, and 100 percent plan set level for review and approval by the City
- Prior to first certificate of occupancy, the foundation, slab, and perimeter walls must be completed
- Prior to the second certificate of occupancy, the fire station must be complete

A fire study was completed to determine the sites which would be appropriate for the needed fire station. The study identified five potential sites for the new fire station. After several discussions, it was determined that APN 021-232-50 is the best option. This site, located on Duffy Road between Lowe's and Sherwin Williams, provides the required response times to the far reaches of the Victory Logistics development while also being ideally located to serve future development north of Interstate 80. There are some existing easements running through the property that may prove challenging, so this site is tentative at the moment.

Sewer:

Original studies indicated that the size and scope of the Planned Development created an issue with the current wastewater treatment plant on the east side of town. However, further study has indicated that the actual amount of wastewater generated by the process may not be as much as originally anticipated. Therefore, this project alone may not cause issues with capacity at the wastewater treatment plant as originally thought. However, this project in conjunction with other large projects anticipated, may play a part in future capacity issues. Therefore, the treatment plant may need to be expanded at some point before project buildout.

Section 4.2 of the Development Agreement outlines the obligations of both the City of Fernley and the developer if it becomes necessary to increase capacity:

- The City of Fernley will monitor the capacity of the wastewater treatment plant.
- If new facilities are required at some point during the project's development, developer will be subject to any new connection fees, usage fees, or impact fees.
- The City reserves the right to delay or stop construction and development until capacity is increased.

City of Fernley Well No. 9:

As originally designed, a new extension of the railroad track running throughout the project would be placed near existing City of Fernley Well No. 9. The state has determined that the well would need to be relocated by the developer before any permits are issued for the originally proposed railroad track. The developer has instead chosen not to extend the railroad spur to avoid moving the well as would be required. Section 4.3 of the Development Agreement outlines the requirements for the developer if this was to change in the future:

- Any extension of the proposed railway to an area within 150 feet of Well No.9 will require approval from the City.
- This approval may include the requirement to relocate the well.

Traffic:

A traffic study has been submitted outlining the steps needed to mitigate the significant amount of increased traffic anticipated at project build-out. Part of the needed improvements includes the extension of Nevada Pacific Parkway south to US 50A. Section 5.6(a) of the Development Agreement requires that the extension be "substantially complete, dedicated to the City, and open to the public" by the time the project reaches the "Traffic Milestone", defined as 1,640 PM peak hour trips. This equates to approximately 35 percent of the projected peak traffic flows. Section 5.6(b) of the Development Agreement allows for the City to require future updates to the traffic study if things change substantially from the assumptions made in the original Master Traffic Study as development occurs.

ANALYSIS/FINDINGS:

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

DA1

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

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

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

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

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

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

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

As mentioned earlier, the Victory Logistics District is located on the edge of the city adjacent to other industrial uses. The nearest residential uses are located to the south across the US 50A highway. This highway will

provide a buffer between these two land uses suitable for creating compatibility.

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

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

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

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

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

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

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

As discussed above in PSF 3.10, the North Lyon County Fire Protection District has identified that the Victory Logistics District is not located within an adequate fire service area as the fire department stands today.

Therefore, a new fire station located within the Planned Development is needed to ensure that the department can provide adequate services for both fire protection and emergency medical assistance. Once the needed fire station is complete, the project will comply with the Master Plan.

DA2

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

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

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Fernley Development Code Section 32.03.100(a) - Development Agreements
Nevada Revised Statutes Section 278.0201 through 278.0207

FINANCIAL IMPLICATIONS:

Potential cost to reimburse developer for infrastructure improvements

ATTACHMENTS:

1. Bill 342
2. Mark IV DA - Draft Final Copy

BILL #342
CITY OF FERNLEY
ORDINANCE # _____

AN ORDINANCE AUTHORIZING THE CITY OF FERNLEY TO ENTER INTO A DEVELOPMENT AGREEMENT (DA22001) WITH MARK IV CAPITAL IN ASSOCIATION WITH PHASE 1 OF THE VICTORY LOGISTICS DISTRICT PLANNED DEVELOPMENT RELATING TO IMPROVEMENTS OF UTILITIES, PUBLIC SERVICES, STREETS, AND OTHER RELATED ITEMS LOCATED GENERALLY SOUTH OF INTERSTATE 80 AND EAST OF NEVADA PACIFIC PARKWAY, APN(S): 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.

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

Based on the provisions set forth in Nevada Revised Statutes and the City of Fernley Development Code, the Council does hereby authorize the City of Fernley to enter into a Development Agreement with Mark IV Capital, as attached.

The Development Agreement involves Phase 1 of the Victory Logistics District Planned Development approved pursuant to Chapter 278 of Nevada Revised Statutes. Current APN’s: 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.

BILL # 342 BEING HEREBY PROPOSED on the 20th day of March, 2024.

BILL #342 BEING HEREBY PASSED, APPROVED and ADOPTED this ___ day of _____, 2024, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By: _____
Neal E McIntyre, Mayor

Date: _____

Attest By: _____
Kim Swanson, City Clerk

Date: _____

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

Recording Requested By And
When Recorded, Mail To:

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

DEVELOPMENT AGREEMENT

BETWEEN

**CITY OF FERNLEY,
a Nevada municipal corporation**

AND

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

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

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

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

TABLE OF CONTENTS

[NTD: TO BE INSERTED IN FINAL DRAFT]

EXHIBITS

EXHIBIT A LEGAL DESCRIPTION

EXHIBIT B HANDBOOK

EXHIBIT C DEPICTION OF WELL NO. 9

EXHIBIT D DEPICTION OF DUFFY ROAD REALIGNMENT

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

C. On November 15, 2023, the City of Fernley City Council (hereinafter, the “**City Council**”) voted to conditionally approve Developer’s application to rezone the Property as a Planned Development (PD) district (PD23001) (“**Zoning Approval**”) and, in connection therewith, the City has adopted the master plan and development standards set forth in the Victory Logistics District MPA1 Planned Unit Development Handbook attached hereto as **Exhibit B** (as amended from time to time, the “**Handbook**”).

D. On January 17, 2024, the City Council voted to conditionally approve Developer’s request for a tentative commercial and industrial subdivision map covering the entirety of the Property (TSM22002) (the “**Tentative Map**”) for the purpose of developing, constructing, operating, and/or using distinct industrial and commercial buildings within the Property, as such subdivision plan is more particularly set forth in the Tentative Map application.

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

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

G. The City desires to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law and this Agreement, to provide for public services, public uses and urban infrastructure, to further the goals and values of the City's Comprehensive Master Plan, to promote the health, safety and general welfare of the City and its inhabitants, to minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, to insure attainment of the maximum efficient utilization of resources within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the laws governing development agreements were enacted. As a result of the development of the Property, the City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. The City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of the City infrastructure by a developer with significant economic resources and experience in the development process.

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

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

SECTION 1 **DEFINITIONS**

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

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

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

“Applicable Rules” means and refers to:

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

- (b) The provisions of the Handbook, including but not limited to the design and development rules and standards set forth therein;
- (c) The Tentative Map and all conditions of approval thereon; and
- (d) The terms and conditions of this Agreement, as amended, supplemented, or otherwise modified from time to time.

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

“**Architectural Review Committee**” or “**ARC**” means and refers to a design review committee from time-to-time appointed or designated for a portion of the Project in accordance with, and as further described in, any CC&Rs (including, without limitation, the “Committee” as defined in the Master Declaration).

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

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

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

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

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

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

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

“**Development Approvals**” means and refers to : (a) the Zoning Approval; (b) the Handbook; (c) the Tentative Map; and (d) all excavation, grading, building, construction, encroachment, or street improvement permits, Subdivision Maps, occupancy certificates, utility connection authorizations, and any other permits or entitlements approved by the City for development of the Project after the Effective Date.

“**Effective Date**” has the meaning assigned in Section 9.1 below.

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

“Hwy 50” means the US Highway 50 right-of-way that runs through the City.

“I-80” means the federal Interstate 80 right-of-way that runs through the City.

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

“Main St” means the Main Street/Alternate Highway 95A right-of-way in the City.

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

“Master Drainage Study” means the Drainage Report for Victory Logistics District prepared by Lumos and Associates, Inc., as revised September 2023. **[NTD: Update to current version prior to execution.]**

“Master Sewer Study” means the Preliminary Sewer Report for Victory Logistics District prepared by Lumos and Associates, Inc., as revised September 2023. **[NTD: Update to current version prior to execution.]**

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

“Master Traffic Study” means the Traffic Impact Study for Victory prepared by Headway Engineering, as revised November 17, 2023.

“Master Water Study” means the Preliminary Water Report prepared by Lumos and Associates, Inc., revised September 2023. **[NTD: Update to current version prior to execution.]**

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

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

“NDEP” means the Nevada Division of Environmental Protection.

“NDOT” means the Nevada Department of Transportation.

“NPP” means the Nevada Pacific Parkway right-of-way in the City.

“NRS” has the meaning assigned in Recital B above.

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

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

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

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

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

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

“RAISE Grant” means the federal grant awarded under the Rebuilding American Infrastructure with Sustainability and Equity program for completion of the RAISE Improvements.

“RAISE Improvements” means the right-of-way improvements completing the remaining 3,100 feet of Nevada Pacific Parkway, including a bridge component over the existing Union Pacific Railroad track that will connect the current terminus of NPP to Hwy 50, and the RAISE Traffic Signals.

“RAISE Traffic Signals” means the traffic signals included in the RAISE Grant for signalization of the intersections of NPP with Gavin Road and East Newlands Drive.

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

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

“Traffic Milestone” means 1,640 PM peak hour Project trips (which the Master Studies estimate as equivalent to approximately 35% of projected peak traffic flows).

“Uncontrolled NPP Improvements” collectively, proposed rights-of-way and improvements to NPP north of the proposed Gavin Road, including, without limitation, acquisition of sufficient rights-of-way (i) to widen NPP to a width of not less than approximately 110 feet from the southern border of the existing NPP terminus north to the north side of the intersection of MacDonald Drive and NPP, or (ii) to modify any NPP intersections, including the proposed

intersection at Gavin Road and the NPP intersections at East Newlands Drive, MacDonald Drive, Gateway Drive, Duffy Road, the I-80 offramps on the south side and north side of I-80.

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

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

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

SECTION 2

PLANNING AND DEVELOPMENT OF THE PROJECT

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

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

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

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

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

2.6 Application Processing.

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

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

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

(d) Limited Exception on Civil Drawings. Subject to NDEP approval, the City shall accept 60% civil drawings for subdivision improvements required in connection with a final map application for parcels 6 and 9 (as identified in the Tentative Map). As a condition to approval of such final map application, the City may require that Developer record a subdivision improvements agreement and post a bond for the public improvements described on the final map in accordance with the City’s standard bonding requirements.

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

SECTION 3 APPLICABLE RULES AND CONFLICTING LAWS

3.1 Reliance on Applicable Rules. The City and Developer agree that Developer is approved and permitted to carry out and complete the entire Project in accordance with the standards, uses, densities and other provisions set forth in the Applicable Rules. To the extent of any conflict within the Applicable Rules: (a) the terms of this Agreement shall supersede any conflicting provision/condition of the Tentative Map, (b) the terms of this Agreement and the Handbook shall supersede any conflicting provision of the Code except as provided in Section 3.2 below;, and (c) should the Handbook or this Agreement fail to address a Code requirement, then the Code shall prevail.

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

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

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

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

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

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

this Agreement evidencing the Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

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

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

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

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

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

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

SECTION 4 **PUBLIC FACILITIES**

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

(a) Developer has engaged Summit Fire National Consulting, LLC, a Delaware limited liability company (the “**Fire Consultant**”) to study the Fire Needs and Project

Fire Demands and make recommendations for future infrastructure and fire protection facilities, as provided in that certain Consultant Services Agreement between Developer and Fire Consultant dated October 17, 2023. Developer, the Fire District, and the City shall cooperate with the Fire Consultant in good faith so as to assist Fire Consultant in preparation of its draft report, which shall: (i) address the fire facilities necessary to serve the Fire Needs when the Project is completely built out, (ii) prepare a phasing plan for the timing of construction of such facilities, and (iii) determine the extent to which such fire facilities will serve areas outside the Project. All costs associated with engagement of the Fire Consultant and preparation of the Fire Consultant's report shall be borne solely by Developer.

(b) The Fire Consultant has delivered a preliminary draft of its report dated [REDACTED] ("**Preliminary Report**"). Within thirty (30) days after the Effective Date, or as soon as reasonably possible thereafter, Developer, the City, and the Fire District shall either approve or disapprove the Preliminary Report. If any such party disapproves the Preliminary Report, they shall confer in good faith to resolve the disapproving party's concerns and reach agreement on the Preliminary Report and its recommendations. Upon agreement between Developer, the City, the Fire District, and the Fire Consultant on the final form of the Preliminary Report and its recommendation, such final draft shall be deemed the "**FFS Plan**" herein.

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

(d) The Developer shall construct a new fire station on the Fire Station Site at the Developer's sole cost and expense. Notwithstanding the foregoing, the City and/or the Fire District shall reimburse Developer for costs associated with the fire facilities identified in the FFS Plan as providing excess capacity (that is, the extent to which the fire service capacity afforded by the fire facilities exceeds the Project Fire Demands), which costs may be levied by the City or Fire District on areas outside the Project in the form of impact fees or by other similar method.

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

(f) Prior to the issuance of the first certificate of occupancy for any building in the Project, the foundation work must be complete, the slab must be poured, and the perimeter walls of the fire station must be erected, as determined by the City's chief building inspector. Prior to the issuance of the second certificate of occupancy for any building in the Project, the fire station must be complete, with completion meaning completion of a "shell" building as determined by the

City's chief building inspector. The City shall withhold the issuance of any further certificates of occupancy until construction of the fire station has been completed. Upon completion, the City agrees to provide or cause the provision of municipal fire services for the Project from the completed fire station.

(g) Following completion of the FFS Plan, Developer and the City shall cooperate in good faith to effectuate the transfer of the Fire Station Site to the City and, if necessary, creation of the Fire Station Site as a separate, legally subdivided parcel. The City further agrees to cooperate with Developer to cause the issuance of such permits as are required for construction of the FFS Plan's recommended fire station facility thereon. Developer shall assign to the City, to the extent assignable, any applicable warranties by Developer's contractor relating to the newly constructed fire station.

4.2 Wastewater Treatment Facilities.

(a) **Generally.** Wastewater treatment service for the Project will be provided through connection to the City's East Waste Water Treatment Plant ("**Treatment Plant**"). Specifically, development in the Project will connect to the Treatment Plant in accordance with the Applicable Rules, including payment of all required Connection Fees. Developer acknowledges that the City has the sole authority for planning for the eventual depletion of the existing capacity of the Treatment Plant, and the City is solely responsible for monitoring the impacts of all existing users of the Treatment Plant and the incremental impacts of new users (including the expected flow volumes and effluent substance concentrations from any development to be served by the Treatment Plant) over time that include sampling and characterization of the influent and effluent to and from the Treatment Plant of such existing and new incremental users impact on plant capacity and their relative environmental impacts as well as the mitigation measures may be required for the Treatment Plant.

(b) Notwithstanding any other provision herein to the contrary, if new facilities are required in the future to expand or upgrade the Treatment Plant (excepting facilities that are required solely as a result of a change in law), all development in the Project will be subject to any new Connection Fees, Usage Fees, or impact fees associated with expansion or upgrade, provided that such charges are uniformly applied to all future development that would be serviced by the expansion or upgrade, as applicable. If new facilities are required solely as a result of a change in law, any new Connection Fees, Usage Fees, or impact fees associated with expansion or upgrade shall apply to the Project provided that such charges are uniformly applied to all users serviced by the Treatment Plant.

(c) Developer further acknowledges that, in the event the City lacks the resources to perform or implement any expansions, upgrades, or operational changes required to modify the wastewater treatment system in accordance with NDEP Permit No. NS0080011 (including any new regulatory changes) development in the Project may be delayed or subject to a moratorium until any such resource deficiency is addressed as reasonably required by the City Engineer and Public Works Director, provided such delay and/or moratorium is uniformly applied to all development and construction serviced by the Treatment Plant for which building permits have not been issued, excepting for the avoidance of doubt any development or construction which does not increase the demand for water or sewer services.

(d) **Cooperation on Future Planning.** The parties believe that cooperation on planning for future wastewater needs and facilities in the City, including the Project, may be beneficial to both Developer and the City. In order to foster such cooperation, the City may share information upon Developer's request from time-to-time with respect to (i) operation of the Treatment Plant and the City's forecasts and plans for modifications to the Treatment Plant and other wastewater facilities operated by the City, (ii) sampling and characterization of influent and effluent to and from the Treatment Plant, (iii) treatment and technology investigations related to the Treatment Plant, (iv) studies and reports related to improving the capacity and performance of the Treatment Plant, and (v) expected flow volumes and effluent substance concentrations from development to be served by the Treatment Plant in the future. Additionally, Developer and the City may engage in good faith discussions from time-to-time as to possible areas of collaboration between Developer and the City with respect to wastewater treatment service in the Project and surrounding parts of the City.

4.3 City Well 9 Mitigation. Developer acknowledges and agrees that, as to any extension of the proposed railway through the Project ("**Lead Track**") to any area within 150 feet of an existing City well ("**Well 9**"), such extension shall be subject to the City's prior approval, which approval may be granted, withheld, or conditioned in the City's sole discretion. The City may condition the approval of any such extension upon, among other things, relocation of Well 9 to the City's satisfaction.

SECTION 5

PROJECT INFRASTRUCTURE IMPROVEMENTS

5.1 Conformance to Master Studies. Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure necessary for the development of the Project as identified by the accepted Master Studies (as may be revised pursuant to Section 5.2) and this Agreement, including all off-site and on-site improvements. Such project infrastructure improvements will be constructed in conformance with, and in the manner and timeframes, set forth in this Agreement and the accepted Master Studies.

5.2 Updates to Master Studies. If, in the City Engineer's reasonable opinion, the project proposed in a Land Use Application would result in a substantial deviation from the assumptions approved in a Master Study, the Developer or a Parcel Owner, as applicable, shall submit to and receive approval from the City Engineer of an update to that particular Master Study prior to the approval of said Land Use Application. Similarly, if Developer believes in its reasonable opinion that the assumptions made in an approved Master Study substantially deviate from the actual circumstances of development in the Project, Developer may submit to and receive approval from the City Engineer of an update to that particular Master Study in City Engineer's reasonable discretion.

5.3 Acquisition of Rights-of-Way and Easements for Uncontrolled NPP Improvements. The parties agree that they have a vested interest in undertaking efforts to improve NPP given its critical role in providing (i) an alternate travel route to Main St, which as of the Effective Date suffers from a failure level of service (LOS) at the existing roundabout with Hwy 50, which at various elevated traffic hours impairs the LOS at all the Main St intersections north

of Hwy 50 to East Newlands Drive, and which in turn impairs other intervening intersections in the surrounding area; and (ii) upon completion of the RAISE Improvements, a direct connection from I-80 to Hwy 50. The parties acknowledge that Developer's ability to undertake and reliably deliver any improvements to NPP or any of its intersections (including signalization or reconfiguring lanes) is limited to those proposed portions of NPP south of the proposed Gavin Road, where Developer owns all the surrounding contiguous land.

In light of the foregoing, the parties agree to coordinate with one another to acquire needed rights of way, easements, or other interests for the development of the Uncontrolled NPP Improvements. Such coordination shall include, without limitation: use of the City's power of eminent domain (or condemnation authority); provided the City and Developer shall have first entered into a mutually acceptable refunding/reimbursement agreement by which Developer funds the costs for designing, constructing, and/or financing the Uncontrolled NPP Improvements (including, without limitation, rights-of-way acquisition costs and condemnation legal fees and awards), in exchange for refunding or reimbursing of its costs in excess of its pro-rata share allocated with respect to the Project's utilization of the capacity of the Uncontrolled NPP Improvements. In no event shall City or Developer be liable for any delays by any third party in acquiring private or public rights of way or for obtaining necessary approvals or permits from public or private agencies or entities having jurisdiction.

Without limiting the foregoing, in any refunding/reimbursement agreement between the City and Developer related to the Uncontrolled NPP Improvements, Developer's pro-rata share shall initially be determined based upon the approved Master Traffic Study and adjusted from time to time as development occurs, whenever the City Engineer requests an update to the Master Traffic Study, or as determined by the City Manager. The intent of such adjustments is to enable the parties to "true up" their respective contributions over time such that the allocation of costs accurately reflects the Project's utilization of capacity as-built.

5.4 Oversizing Reimbursement/Refunds. To the extent Developer has undertaken the construction of infrastructure and/or contribution of certain public facilities/apparatus in connection with its pursuit of the Project, the parties acknowledge that the City may request that Developer construct and/or contribute such infrastructure and/or public facilities/apparatus in a manner, or at a size or with a capacity to serve the needs of both the Project and properties, developments, or dwelling units located outside the boundaries of the Project. Developer shall accommodate such requests from the City, provided that the implementation thereof does not result in material delay or material un-reimbursable additional costs to Developer in its development of the Project. If the City has requested Developer to provide such oversized infrastructure or public facilities/apparatus, the City and Developer shall enter into mutually acceptable refunding/reimbursement agreement(s). Such agreement shall be prepared in accordance with the Code and will contain provisions for refunding or reimbursing the Developer for incremental direct and indirect costs it has incurred in order to provide the over-sized improvement as requested by the City.

5.5 Customary Improvements, Facilities and Services. Subject to Developer's full compliance with the Development Approvals and provision of all project infrastructure improvements required under the Applicable Rules, the City agrees to provide to the Property all customary public services otherwise provided by the City within its municipal limits, including

community sewer and community water service, public building and road maintenance and other general public works services (excepting drainage improvements or open space improvements to be maintained by an owners association pursuant to the CC&R's). All City services provided to the Property shall be at least at a level equal to that generally provided within the remainder of the City and at a cost no greater than that charged by common purveyors of those services to other comparable areas of the City.

5.6 Traffic and Transportation Improvements. The City and Developer have worked cooperatively to obtain the RAISE Grant to complete the RAISE Improvements. The City, Developer, and Property Owners shall continue cooperating in good faith in pursuit of the RAISE Grant and completion of the RAISE Improvements on the terms and conditions set forth in that certain Memorandum of Understanding dated March 15, 2023, by and between the City and certain of the Property Owners. Until the RAISE Improvements are completed, the development of the Project has the potential to create significant traffic issues in and around the Property. Therefore, Developer agrees as follows:

(a) When traffic within the Project reaches the Traffic Milestone, the City shall not issue any further building permits until the RAISE Improvements are substantially complete, dedicated to the City, and open to the public.

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

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

5.8 Transfers to the City. The City hereby agrees that upon completion, to the standards set forth in the Handbook, of rights-of-way identified as "public" in the Development Approvals and/or Master Studies, the City will cooperate with Developer to complete Developer's dedication and the City's acceptance of such rights-of-way (excepting any such rights-of-way identified in the Development Approvals and/or Master Studies as intended for dedication to NDOT). Without limiting the generality of the foregoing, the City further agrees to cooperate with Developer to complete Developer's dedication and the City's acceptance of "New Duffy Road"—and to complete the corresponding transfer to Developer, for no additional consideration to the City, of "Old Duffy Road"—upon Developer's completion of the realignment of Duffy Road as set forth on **Exhibit D** attached hereto (with "New Duffy Road" and "Old Duffy Road" being as depicted on said **Exhibit D**). Any property Developer transfers or dedications to the City shall be

free and clear of any mortgages, deeds of trust, and other monetary liens or encumbrances and shall only be considered transferred or dedicated upon acceptance by the City.

SECTION 6

OPEN SPACE

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

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

- (a) Side slopes generally no steeper than four to one (4:1).
- (b) Contiguous with and visible from a public street.
- (c) Shaped to create natural looking appearance (avoid use of “boxy” or geometric shapes).
- (d) Berms between a primary building and a street right-of-way no higher than four (4) feet above the finished grade of any contiguous sidewalk.

6.2 Incentive for Public Open Space. Each one (1) acre of land or portion thereof that satisfies the requirements of Section 6.1 above shall be applied a multiple of three (3) for purposes of satisfying the open space requirements if:

- (a) At least one acre remains around the perimeter and such area remains open to public use; and
- (b) The perimeter area features passive and active recreational opportunities, such as strolling and running trails, viewpoints, benches, and picnic and sitting areas.

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

paragraph shall not be subject to judicial review or otherwise subject to challenge in any legal proceeding.

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

6.4 Interconnected Trail System. The open space requirement for the Project shall be reduced by 20% (i.e., from 10% of the gross site area to 8%) if Master Developer designs and constructs a continuous network of sidewalks and trails extending from Duffy Road to the future intersection of Nevada Pacific Parkway and US Highway 50.

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

SECTION 7

CITY AND DEVELOPER COOPERATION

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

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

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

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

(d) Coordination on application and underwriting associated with federal and State grants associated with wastewater and recycled water facilities; and

(e) The formation of one or more Tax Increment Areas pursuant to NRS Chapter 278C.

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

SECTION 8

REVIEW OF DEVELOPMENT

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

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

(a) For any such review, Developer shall provide, and City shall review, a report submitted by Developer documenting the extent of Developer's and City's material compliance with the terms of this Agreement during the preceding period. The reports required pursuant to this Section shall contain information regarding the progress of development within the Project, including, without limitation:

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

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

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

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

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

charge Developer for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report.

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

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

8.4 Action by the City Council. At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement, subject to compliance with Section 9.4 below.

SECTION 9

TERM AND TERMINATION

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

9.2 Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the thirtieth (30th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Developer shall have the right to request extensions of the Term of this Agreement for an additional five (5) years upon the following conditions:

(a) Developer provides written notice of such extension to City at least one hundred eighty (180) days prior to the expiration of the original Term of this Agreement;

(b) Developer is not in default of this Agreement; and

(c) Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

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

9.4 Statutory Cancellation/Amendment. Notwithstanding Section 9.3 above, any proposed amendment or cancellation of this Agreement by the City, in whole or in part and without the mutual consent of the parties, shall be in accordance with NRS 278.0205. The City shall, after completing its review of the development of the Property pursuant to 8.1 of this Agreement, provide Developer a description in writing, both detailed and specific, of any terms or conditions of the Agreement that have been allegedly breached by Developer and the manner and period of time in which the breach may be corrected. Developer shall have ninety (90) days to either cure the breach or respond in writing to City, both detailed and specific, as to why it has not breached the Agreement.

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

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

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

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

9.6 Unavoidable Delays. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, states of national or local emergency, periods of moratoria (such as those associated with the COVID-19 pandemic in 2020-21), restrictions imposed or mandated by governmental entities other than the City and entities providing utilities, enactment of conflicting State or Federal laws or regulations, new or supplementary environmental regulations, litigation, or similar matters beyond the control of the parties. The performance to be excused is that which is materially affected by such matters, beyond

the control of the party, where performance is affected. Developer shall give the City written notice of any delay subject to this Section and shall indicate the phases or areas of work that are affected by such delay. An extension of time shall be granted by the City to be coextensive with the period of the delay or longer as may be mutually agreed by the parties.

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

SECTION 10 **MORTGAGE FINANCING**

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

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

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

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

(d) Any Mortgagee (or its Affiliate) who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such

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

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

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

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

SECTION 11

OWNERSHIP AND CONTROL OF THE PROJECT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 12

MISCELLANEOUS

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

To City: City of Fernley
 595 Silver Lace Boulevard
 Fernley, Nevada 89408
 Attention: City Manager

With a copy to: City of Fernley
 595 Silver Lace Boulevard
 Fernley, Nevada 89408
 Attention: City Attorney

 City of Fernley
 595 Silver Lace Boulevard
 Fernley, Nevada 89408
 Attention: Planning Director

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

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

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

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

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

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

12.6 Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any

party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

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

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

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

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

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

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

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

12.14 Release of Lot/Common Area. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any Parcel within the Property, and such Parcel shall be released and no longer be subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for a building on such Parcel. This Agreement shall further terminate with respect to any Parcel designated in

the Development Approvals for open space, or as “common area” upon completion of all improvements required for that Parcel as identified in the Development Approvals.

[Signature Page Follows]

M4 NEW FERNLEY LLC, a Nevada limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024 by _____ as _____ of M4 New Fernley LLC, a Nevada limited liability company.

Notary Public

My Commission Expires: _____

M4 NEW FERNLEY QOZB LLC, a Nevada limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024 by _____ as _____ of M4 New Fernley QOZB LLC, a Nevada limited liability company.

Notary Public

My Commission Expires: _____

By: _____
Name: _____
Its: _____

This instrument was acknowledged before me on _____, 2024 by _____ as _____ of M4 Fernley Jackson LLC, a Nevada limited liability company

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property situate in the County of Lyon, State of Nevada, described as follows:

PARCEL 1:

Township 20 North, Range 25 East, M.D.B.&M.,

Section 3: All

Excepting the sub-surface rights to geothermal resources underlying said property as reserved in the Deed, recorded September 5, 1978, in Book 1304, Page 4, as Document No. 555846, Official Records of Washoe County, State of Nevada.

APN: 021-201-01

PARCEL 2:

Township 20 North, Range 25 East, M.D.B.&M.;

Section 4: The South 1/2 and Lot 5, 10, 11, 12, 13, 15, 18 and 25

APN: 021-201-16

PARCEL 3:

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

A portion of Section 5: North 1/2 of Southeast 1/4. EXCEPTING THEREFROM the following parcels:

PARCEL A:

All that parcel of land lying in the North 1/2 of the Southeast 1/4 of Section 5, Township 20 North, Range 25 East, M.D.B.&M., described more fully by metes and bounds as follows, to-wit:

BEGINNING at the intersection of the centerline of the westbound lane of Interstate Route 80 and the South boundary of the Northwest 1/4 of the Southeast 1/4 at or near Highway Engineer's Station "Lw" 1733+54.17 P.O.T. being further described as bearing North 1°41'22" East, a distance of 1319.44 feet from the South quarter corner of said Section 5; thence North 89°17'23" West, along said South boundary a distance of 19.35 feet to an intersection with the north-south quarter section line of said Section 5; thence North 0°50'57" East, along said quarter section line a distance of 271.74 feet to an intersection with the left or northerly 208.00 foot highway right of way line; thence North 46°33'53" East, along said right of way line a distance of 1484.77 feet to an intersection with the east-west quarter section line of said Section 5; thence South 88°34'10" East,

along said quarter section line a distance of 765.47 feet to an intersection with the right or southerly 200.00 foot highway right of way line; thence South 46°33'53" West, along said right of way line a distance of 1861.13 feet to an intersection with said South boundary of the Northwest 1/4 of the Southeast 1/4 of said Section 5; thence North 89°17'23" West along said south boundary a distance of 476.66 feet to the point of beginning, containing 22.29 acres, more or less. All bearings and distances are based on the Nevada State Coordinate System, ground to grid factor is .999745, grid to ground factor is 1.000255.

PARCEL B:

All that certain real property situate, lying and being in the County of Lyon, State of Nevada, and described as being a piece or parcel of land lying in the North 1/2 of the Southeast 1/4 of Section 5, Township 20 North, Range 25 East, M.D.B.&M., described as metes and bounds as follows, to-wit:

BEGINNING at a point right of and at right angles to the centerline of the eastbound lane of Interstate Route 80 at Highway Engineer's Station "Le" 1754+75.00 P.O.T.; said point being in the right of southeasterly 200 foot highway right of way line; and being further described as bearing South 87°31'29" West, a distance of 852.92 feet from the east quarter corner of said Section 5; thence North 46°33'53" East along said right of way line a distance of 50 feet to a point; thence South 43°26'07" East, along the northeasterly 50 foot right of way for an access road a distance of 246.42 feet to an intersection with the left or northwesterly 30 foot right of way line for a Frontage Road; thence from a tangent which bears South 44°49'08" West, curving to the right along said 30 foot right of way line with a radius of 10,754.34 feet through an angle of 0°15'59" an arc distance of 50.00 feet to an intersection with the southwesterly 50 foot right of way for an access road; thence North 43°26'07" West, along said 50 foot right of way a distance of 247.84 feet to the point of beginning; set forth in Deed to the State of Nevada recorded October 2, 1962, in Book 45, Page 235, as File No. 84097.

PARCEL C:

That portion of said land conveyed to the State of Nevada by Deed recorded April 23, 1979 as Document No. 45017, Official Records, Lyon County, Nevada.

Said property being all that as shown on the Record of Survey for David D. and Betty M. Jackson recorded in the Official Records of Lyon County, Nevada, on September 11, 1978 as #40393.

APN: 021-211-02

Document No. 620368 is provided pursuant to the requirements of Section 6. NRS 111.312

PARCEL 4:

The Westerly portion consisting of approximately 23-1/2 acres of a portion of Section 13, Township 20 North, Range 25 East, M.D.B. & M. lying East of the North-South Half Section line.

APN: 021-211-03

NOTE: THE LEGAL DESCRIPTION OF PARCEL 4 REFERENCES THE INCORRECT SECTION AND CANNOT BE USED FOR TITLE INSURANCE PURPOSES.

PARCEL 5:

Township 20 North, Range 25 East, M.D.B.&M.;

Section 5:

The Southeast 1/4 of the Southwest 1/4, lying Southeasterly, Southerly and Southwesterly of Parcel I-080-LY-004 709, in the “Deed of Gift of Real Property” recorded September 10, 2008, as Document No. 431561, Official Records.

Excepting the sub-surface rights to geothermal resources underlying said property as reserved in the Deed, recorded September 5, 1978, in Book 1304, Page 4, as Document No. 555846, Official Records of Washoe County, State of Nevada.

APN: 021-211-04

PARCEL 6:

Township 20 North, Range 25 East, M.D.B.&M.;

Section 5:

The Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4, lying Southeasterly, Easterly and Northeasterly of Parcel I-080-LY-004 709 and lying Westerly of Parcel I-080-LY-004 506, in the “Deed of Gift of Real Property” recorded September 10, 2008, as Document No. 431561, Official Records.

Excepting therefrom all those certain parcels of land as set forth in the “Final Order of Condemnation”, recorded October 25, 1965, in Book X, Page 564, as Document No. 93800, Miscellaneous Records.

Excepting the sub-surface rights to geothermal resources underlying said property as reserved in the Deed, recorded September 5, 1978, in Book 1304, Page 4, as Document No. 555846, Official Records of Washoe County, State of Nevada.

APN: 021-211-06

PARCEL 7:

Parcel A-1 as shown on the Record of Survey to Support Boundary Line Adjustment for Sonterra Development Company, LLC, according to the map thereof, filed in the office of the County

Recorder of Lyon County, State of Nevada, on November 27, 2007, as File No. 417250, Official Records, being more particularly described as follows:

All that certain real property being Parcel 2 of Record of Survey, Document Number 417245 and Abandonment of a portion of East Newlands Drive, Document Number 417246 and a portion of Parcel 3 of Parcel Map, Document 220689, of the Official Records of Lyon County, Nevada situate within Section 8 and 9, Township 20 North, Range 25 East, Mount Diablo Base and Meridian, being more particularly described as follows:

BEGINNING at the Section corner common to said Section 4, 5, 8 and 9, Township 20 North, Range 25 East, Mount Diablo Base and Meridian; Thence along the North line of aforementioned Section 9, South 89°17'12" East, a distance of 2,627.69 feet to the North One-Quarter corner of Section 9; Thence continuing along said North line, South 89°16'33" East, a distance of 2,643.27 feet to the Northeast Section corner of said Section 9; Thence leaving said North line, South 00°27'18" West, a distance of 2,300.36 feet along the East line of said Section 9; Thence leaving said East line, South 76°43'28" West, a distance of 2,726.20 feet; Thence South 00°33'10" West, a distance of 2,323.15 feet to the South One-Quarter corner of Section 9; Thence along the South line of said Section 9, North 88°32'11" West, a distance of 2,626.70 feet to the Southwest Section Corner of said Section 9; Thence leaving said South line, North 00°56'18" East, a distance of 1,499.72 feet along the West line of said Section 9; Thence leaving said West line, North 89°01'15" West, a distance of 194.48 feet; Thence North 00°00'50" East, a distance of 1,363.73 feet; Thence North 89°59'10" West, a distance of 1,736.85 feet; Thence North 07°21'31" East, a distance of 165.77 feet; Thence North 82°38'29" West, a distance of 80.00 feet; Thence South 07°21'31" West, a distance of 107.17 feet; Thence North 89°01'15" West, a distance of 1,336.54 feet to a point of curvature; Thence along a tangent curve to left with a radius of 500.00 feet, a delta angle 44°24'52", an arc length of 387.59 feet; Thence South 46°33'53" West, a distance of 608.21 feet; Thence North 43°26'07" West, a distance of 71.78 feet; Thence South 73°18'04" West, a distance of 1,141.26 feet to a point situate on the West line of said Section 8; Thence along the West line of said Section 8, North 00°56'22" East, a distance of 611.09 feet to the West One-Quarter corner of Section 8; Thence continuing along the West line of Section 8, North 00°53'58" East, a distance of 144.85 feet; Thence leaving said West line, South 43°26'12" East, a distance of 487.02 feet; Thence North 46°33'48" East, a distance of 950.00 feet; Thence North 43°26'12" West, a distance of 1,020.77 feet; Thence North 46°33'48" East, a distance of 2,053.99 feet to a point on the North line of said Section 8; Thence along the North line of Section 8, South 88°33'04" East, a distance of 849.44 feet to the North One-Quarter corner of Section 8; Thence continuing along said North line, South 88°33'10" East, a distance of 2,625.42 feet to the POINT OF BEGINNING.

Excepting the sub-surface rights to geothermal resources underlying said property as reserved in the Deed, recorded September 5, 1978, in Book 1304, Page 4, as Document No. 555846, Official Records of Washoe County, State of Nevada.

Also excepting therefrom, Parcel I-080-LY-004 709, as set forth in the "Deed of Gift of Real Property" recorded September 10, 2008, as Document No. 431561, Official Records. Also excepting therefrom, any portion thereof, lying Southerly of the Northerly line of Parcel I-080-LY-004 506, as set forth in the "Deed of Gift of Real Property" recorded September 10, 2008, as Document No. 431561, Official Records.

APN: 021-242-11

Document No. 597702 Official Records of Lyon County, Nevada is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 8:

Parcel E1-A as shown on the Record of Survey in Support of a Boundary Line Adjustment for Sonterra Development Company LLC, according to the map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada, on September 19, 2018, as File No. 586354, Official Records, being more particularly described as follows:

A parcel of land situate within a portion of the Southeast 1/4 of Section 5, the East 1/2 of Section 8 and a portion of Section 9, of Township 20 North, Range 25 East, Mount Diablo Base and Meridian, County of Lyon, State of Nevada, being a portion of Parcel 1 of the Parcel Map for Sonterra Development, LLC, as File No. 441296, filed on April 22, 2009, and a portion of Parcel E, as described in Document No. 324771, filed June 30, 2004, Official Records, Lyon County, Nevada lying Southerly and Easterly of the Parcel described in Document No. 431561, Official Records of Lyon County, Nevada being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 9, being the Northeast corner of said Parcel 1; Thence along the Easterly line of said Section 9, being the Easterly line of said Parcel 1, South 00°27'18" West, 2,300.37 feet, to the Southeast corner of said Parcel 1; Thence along the Southerly and Westerly line of said Parcel 1 the following nine (9) courses:

- 1) South 76°43'28" West, 2,726.20 feet;
- 2) South 00°33'10" West, 2,323.15 feet, to the South 1/4 corner of said Section 9;
- 3) along the Southerly line of said Section 9, North 88°32'11" West, 2,626.70 feet, to the Southwest corner of said Section 9;
- 4) along the West line of said Section 9, North 00°56'18" East, 1,499.72 feet;
- 5) leaving said West line, North 89°01'13" West, 194.48 feet;
- 6) North 00°00'50" East, 1,363.73 feet;
- 7) North 89°59'10" West, 1,307.72 feet;
- 8) North 00°56'36" East, 664.46 feet;
- 9) and, North 89°11'30" West, 338.41 feet, to the Easterly line of the right-of-way line for Nevada Pacific Parkway as shown on the Dedication Map for Nevada Pacific Parkway, as File No. 479466, in Official Records of Lyon County, Nevada;

Thence along the Easterly right-of-way line of said Nevada Pacific Parkway the following eleven (11) courses:

- 1) North 07°22'31" East, 187.73 feet;
- 2) 88.80 feet along the arc of a non-tangent curve to the left from which the radius point bears North 82°10'40" West having a radius of 1,654.97 feet, and having a central angle of 03°04'27";
- 3) North 04°44'53" East, 186.72 feet;

- 4) 253.85 feet along the arc of a non-tangent curve to the left from which the radius point bears South 87°51'11" West having a radius of 1,666.99 feet, and having a central angle of 08°43'30", to a point of reverse curvature;
- 5) 12.76 feet along the arc of a curve having a radius of 28.50 feet and a central angle of 25°38'36";
- 6) North 73°04'58" East, 6.31 feet;
- 7) North 32°56'17" East, 7.65 feet;
- 8) North 07°12'26" West, 6.48 feet;
- 9) 13.15 feet along the arc of a non-tangent curve to the right from which the radius point bears South 39°37'20" East having a radius of 28.50 feet, and having a central angle of 26°26'07";
- 10) North 76°48'47" East, 1.60 feet;
- 11) and, North 13°11'13" West, 80.00 feet;

Thence leaving said Easterly right-of-way line, North 76°48'47" East, 159.09 feet, to the beginning of a curve to the left; Thence 191.48 feet along the arc of a curve to the left having a radius of 537.50 feet and a central angle of 20°24'40"; Thence North 56°24'07" East, 988.63 feet; Thence North 33°35'53" West, 1,272.52 feet; Thence South 56°24'07" West, 958.83 feet; Thence North 71°37'03" West, 63.35 feet, to the East line of the property granted to NDOT in Document Number 431561;

Thence along the said East line the following six (6) courses:

- 1) 119.77 feet along the arc of a non-tangent curve to the left from which the radius point bears North 71°37'03" West, having a radius of 547.00 feet, and having a central angle of 12°32'45", to a point of compound curvature;
- 2) 199.55 feet along the arc of a non-tangent curve to the left from which the radius point bears North 85°29'27" West, having a radius of 544.52 feet, and having a central angle of 20°59'49";
- 3) North 16°16'50" West, 92.94 feet;
- 4) North 14°51'49" West, 124.04 feet, to the beginning of a curve to the right;
- 5) 461.73 feet along the arc of a curve right having a radius of 520.00 feet and a central angle of 50°52'31";
- 6) and, North 46°33'50" East, 133.97 feet;

Thence leaving said East line, South 88°34'24" East, 2,133.68 feet, to the East line of Section 5; Thence South 00°46'51" West, 1,320.48 feet, the Northwest corner of said Section 9; Thence along said Northerly line of said Section 9, South 89°16'01" East, 2,625.40 feet, to the North 1/4 corner of said Section 9, as shown on the above mentioned Parcel Map for Sonterra Development, LLC; Thence continuing along the Northerly line of said Section 9, South 89°16'33" East, 2,643.27 feet to the POINT OF BEGINNING.

Excepting the sub-surface rights to geothermal resources underlying said property as reserved in the Deed, recorded September 5, 1978, in Book 1304, Page 4, as Document No. 555846, Official **Records of Washoe County, State of Nevada.**

APN: 021-242-17

Document No. 597702 Official Records of Lyon County, Nevada is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 9:

Parcel A-4 as shown on the Record of Survey to Support Boundary Line Adjustment for Sonterra Development Company, LLC, according to the map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada, on November 27, 2007, as File No. 417250, Official Records, being more particularly described as follows:

All that certain real property being Parcel 3 of Parcel Map, Document Number 220689, and Abandonment of a portion of East Newlands Drive, Document Number 417248, and a portion of Parcel C of Parcel Map, Document Number 212313, of the Official Records of Lyon County, Nevada, situate within Section 8, Township 20 North, Range 25 East, Mount Diablo Base and Meridian, being more particularly described as follows:

BEGINNING at the Southeast corner of the aforementioned Parcel 3; Thence along the Southerly line of said Parcel 3, North 89°01'15" West, a distance of 2,143.81 feet to the Westerly line of said Parcel 3; Thence North 03°52'32" East, a distance of 637.04 feet; Thence departing said Westerly line, South 89°01'15" East, a distance of 2,034.55 feet; Thence North 00°58'45" East, a distance of 755.00 feet; Thence North 89°01'15" West, a distance of 809.64 feet; Thence North 00°58'58" East, a distance of 80.00 feet; Thence South 89°01'15" East, a distance of 885.08 feet to a point on the Easterly line of said Parcel 3; Thence along said Easterly line, South 00°56'11" West, a distance of 1,499.72 feet, more or less, to the TRUE POINT OF BEGINNING.

Excepting the sub-surface rights to geothermal resources underlying said property as reserved in the Deed, recorded September 5, 1978, in Book 1304, Page 4, as Document No. 555846, Official Records of Washoe County, State of Nevada.

APN: 021-251-25

Document No. 597702 Official Records of Lyon County, Nevada is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 10:

Township 20 North, Range 25 East, M.B.B.&M.;

Section 17:

That portion of the East 1/2, lying North of the Fernley to Fallon Highway Alternate 95, as now constructed over, upon and across said Section.

Excepting therefrom, any portion thereof, lying within the Railroad Right-of-Way crossing said parcel, as reserved by Southern Pacific Land Company, a corporation of the State of California,

by Deed recorded September 6, 1949, in Book 36, Page 38, as Document No. 57151, Deed Records, Lyon County.

APN: 021-261-43

PARCEL 11:

Parcel A-1 as shown on Parcel map for DCR Holdings LLC, according to the map thereof, filed in the office of the County Recorder of Lyon County, State of Nevada, on February 19, 2021, as File No. 631337, Official Records, being more particularly described as follows:

Parcel A, as shown on the Parcel Map for Blain and Associates, recorded in the Official Records of Lyon County, Nevada, on April 23, 1980, as Document No. 53036.

APN: 021-261-45

EXHIBIT B
PD HANDBOOK
(attached)



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 20, 2024

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 is not a financial impact with this motion. A future executed water right lease could generate revenue for the water enterprise fund.

ACTION REQUESTED: Motion

AGENDA ITEM:

Discussion and possible action to direct staff to negotiate a water right lease agreement for groundwater rights owned by the City of Fernley with NVEnergy for the Sierra Solar Project and other matter properly related thereto.

AGENDA ITEM BRIEF:

NVEnergy representatives have approached staff with a request to lease water rights from the City in order to construct and operate its Sierra Solar Project. Staff is presenting the information to the City Council and requesting direction to begin negotiations on a water right lease with NVEnergy.

RECOMMENDED MOTION:

I move to direct staff to negotiate a water right lease agreement with NVEnergy for the Sierra Solar Project.

Council may also add specific direction on items that they would like to see addressed in the lease agreement.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could direct staff to not negotiate a lease agreement with NVEnergy.

BACKGROUND:

NVEnergy representatives contacted the City of Fernley in February of 2024 to discuss a potential lease of water for their Sierra Solar Project.

The Sierra Solar Project is located approximately 20 miles northeast of the City of Fernley and will construct an approximate 400-Megawatt (MW) photovoltaic solar generation facility and a 400-MW, 1600-MW-hour energy storage system, on approximately 3,079 acres of private land. Construction is anticipated to start in January of 2025.

Water is needed for dust control during construction of the facility as well as long term operation of the 10,000 square foot operation and maintenance building. A PowerPoint presentation has been included with the staff report for your reference.

Approximately 200-acre feet annually is needed during construction of Phase 1. Construction is anticipated to last 2 years and 3 months. Approximately 9000 gallons/month, or 0.30 acre-feet annually is needed for ongoing operations and maintenance.

The City currently holds permits for 2100 acre-feet annually of groundwater rights in the Brady Hot Springs Area. The City does not currently have the infrastructure in place to make use of these water rights.

The City is able to lease water rights per Nevada Revised Statute 533. The City currently operates an annual lease program for local farmers and ranchers. The City leases surface water rights to agricultural irrigators that have land that no longer has water rights. The City has also leased surface water rights to NVEnergy for cooling water for NVEnergy's Tracy power plant during years of drought and the Truckee River was flowing at a lower flow rate. The lease was from July 2022 to October 2022 and was for 360 ac-ft of surface water. The lease amount paid by NVEnergy was \$18,000 along with all legal and engineering costs. The 2022 Lease has been included with this staff report for your reference.

If the Council directs staff to move forward with negotiating a lease, the City would first need to complete an appraisal to determine the market value of the groundwater rights. It would also begin to negotiate the terms of the lease with NVEnergy.

Staff would bring back a final lease agreement to City Council for final approval.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 533.550 Appropriation of Public Waters

FINANCIAL IMPLICATIONS:

There is no financial implication to directing staff to negotiate a lease agreement. However, if the agreement is executed, it could generate revenue for the water enterprise fund.

ATTACHMENTS:

1. Sierra Solar Project Information to Fernley
2. NV Energy - Fernley Water Lease agreement 2022



Sierra Solar Project

Renewables in Nevada



- NRS 704.7801 mandates a 50% Renewable Portfolio Standard (“RPS”) by 2030 with a net-zero greenhouse gas goal by 2050.
- Significant business growth in the Tahoe Reno Industrial Center are driving need for more renewable resources.
- The Sierra Solar Project will help meet the RPS and support business growth in Northern Nevada.

Sierra Solar Project Information



- Sierra Pacific Power Company dba NV Energy is constructing an approximate 400-megawatt (MW) photovoltaic solar generation facility and a 400-MW, 1600-MW-hour energy storage system, on approximately 3,079 acres of private land.
- The project is located 20 miles north of Fernley, North of the I-80 Interchange and the Nightingale exit.
- The project will include a 10,000 square foot O&M building, the Lantern switching station, the project substation, and the Gen-Tie line between the substation and the switching station.
- Construction is anticipated to start in January 2025
- Water for dust control is needed for roads and civil work.

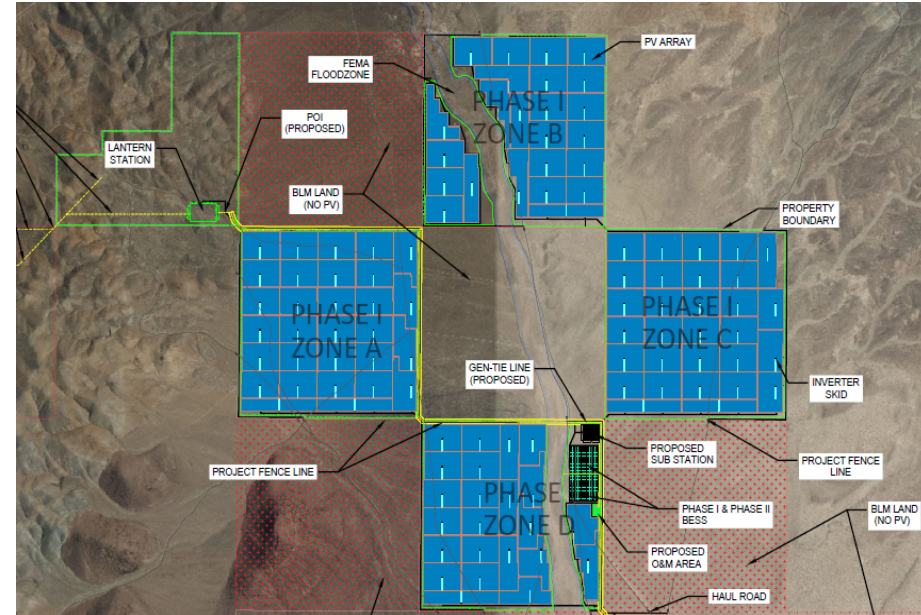
Sierra Solar in Relation to Fernley



Sierra Solar Phase I



Sierra Solar Phase I	Project Information
Location	Brady's Hot Springs, Churchill County, Nevada
Construction Start	January 2025
Projected In Service	April 2027
Total Capacity	400 megawatt
Storage	400 megawatts for 4 hours
Technology	Solar photovoltaic, Lithium-ion battery
Interconnection	New Lantern switching station, on existing 345kV Valmy-Tracy line
Developer	NV Energy
Water Needs	200-acre feet annually for construction



- NV Energy is seeking to a lease for 200-acre feet annually from the City of Fernley. The City currently holds a water permit for Brady Hot Springs, which is for 2100-acre feet annually.
- Ample water rights would still exist for the city to utilize for other development in the Brady Hot Springs area.
- A second phase of the project would require 300-acre feet annually, and those discussions can commence after the first phase has begun.
- A lease agreement for water would provide revenue to Fernley with an unutilized asset.
- NV Energy will take financial responsibility for annual water filings.
- After construction, a small amount of water for operations and maintenance building will be needed. This is estimated to be approximately 9,000 gallons monthly.

WATER LEASING AGREEMENT

THIS WATER LEASING AGREEMENT (“Agreement”) is made and entered by and between the CITY OF FERNLEY, a political subdivision of the State of Nevada, (“Fernley” or “Lessor”) and NV ENERGY, INC., a Nevada corporation (“NV Energy” or “Lessee”).

WHEREAS, Fernley is a municipal subdivision of the State of Nevada created and organized pursuant to Nevada Revised Statutes (“NRS”) Chapter 266, and

WHEREAS, Fernley owns certain Truckee River water rights identified in Claim 3 of the 1944 *Orr Ditch* Decree; and

WHEREAS, NV Energy is a public utility as defined in NRS 704.020 which owns and operates an electric power generating plant located adjacent to the Truckee River in Tracy, Nevada; and

WHEREAS, NV Energy wishes to lease a portion of the City’s permitted Claim 3 water rights and divert said water for power production purposes at the Tracy electric power generating plant; and

WHEREAS, Fernley has sought and obtained an appraisal of the lease value of the water rights in question and the Parties have agreed that the appraisal represents the fair market value of the water rights;

NOW, THEREFORE in consideration of the mutual promises contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

A. GENERAL PROVISIONS

1. Upon approval by the State Engineer of Application 91673T, Fernley will make available up to 360 acre-feet of surface water (the “Water”) to NV Energy for use at NV Energy’s Tracy power generating facility.
2. On or before July 1, 2022, NV Energy shall pay Fernley the sum of \$ \$18,000 (the “Lease Payment”) for the use of the water rights. NV Energy acknowledges that the Lease Payment represents the fair market value of making the water available for use regardless of whether all of the water is actually used or not. NV Energy shall not be entitled to any refund of the Lease Payment for unused water.

3. In addition to the Lease Payment, NV Energy agrees to reimburse Fernley for all engineering and legal costs incurred by Fernley related to the drafting, preparation, and approval of this lease and with the preparation, submittal, and approval of the temporary change applications filed with the Nevada State Engineer. Fernley shall provide an invoice of said costs to NV Energy no later than August 1, 2022. NV Energy agrees to pay the invoiced charges within 30 days of receipt.
4. NV Energy acknowledges that the diversion and use of the leased water is subject to the terms of the permits issued by the State Engineer, all applicable regulations contained within the Truckee River Operating Agreement, and the control of the Federal Water Master and shall comply with such conditions as regulations when diverting and placing the water to use. NV Energy shall also comply with all other applicable local, state, and federal laws and regulations.
5. NV Energy acknowledges that the State Engineer is not required to approve the temporary change applications, and the City makes no representation or guarantee regarding the likelihood of approval.
6. Lessee shall divert and place the Water to beneficial use only from the point of diversion and at the place of use designated in the temporary permits.
7. In the event the State Engineer denies the temporary change applications, or the Water cannot be delivered to the Tracy Plant point of diversion during the term of the lease, NV Energy shall not be responsible for the Lease Payment and this Agreement shall immediately terminate. However, NV Energy shall remain obligated to reimburse Fernley for its legal and engineering costs pursuant to the provisions of Section A(3) above.

B. TERM OF LEASE / RENEWAL

1. The term of the Lease shall be from July 1, 2022 to October 31, 2022.
2. The Lease is not renewable.

C. ADDITIONAL TERMS

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

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

NV Energy

Attn: General Counsel
6226 W. Sahara Avenue, M/S 03.
Las Vegas, NV 89146

City of Fernley

City Manager
595 Silver Lace Boulevard
Fernley, NV 89408

4. Entire Agreement. This Lease (including any exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto, without limitation. This Lease may not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
5. Incorporation of Recitals. The recitals set forth above are incorporated into this Third Amendment by this reference.
6. Attorney's Fees and Costs. In the event that any Party shall commence any lawsuit, action, or other administrative or judicial proceeding arising from, or concerning, this Agreement whether such lawsuit, action, or proceeding involves causes of action in contract or in tort, at law or in equity, the prevailing Party shall be entitled to recover all costs and expenses associated with such lawsuit, action, or proceeding, including, without limitation, reasonable attorney's fees, expert or consultant fees, and costs. The prevailing Party shall be determined by the court based upon an assessment of which Party's major arguments made or positions taken in the lawsuit, action, or proceeding could fairly be said to have prevailed over the other Party's major arguments or positions.
7. Waiver. No waiver of any breach of any provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. No failure or delay of either Party in the exercise of any right given to such Party under the 1996 Agreement, as amended, shall constitute a waiver thereof unless the time specified for the exercise of the right has expired.

8. Additional Acts. The Parties agree to do and perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to ensure the performance of each of the Parties respective obligations under this Agreement.
9. Time is of the Essence. Time is of the essence with respect to each and every particular of this Agreement.
10. No Waiver. No waiver of any breach of any provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act. No failure or delay of either Party in the exercise of any right given to such Party under this Agreement, as amended, shall constitute a waiver thereof unless the time specified for the exercise of the right has expired.

[Signature page follows]

CITY OF FERNLEY

This Water Leasing Agreement was approved by vote of the Fernley City Council on the ____ day of _____, 2022.

Roy Edgington, Jr.
Mayor of Fernley

Attested:

Kimberley Swanson
City Clerk

NV ENERGY

Agreed on this ____ day of _____, 2022.

By:

Dave Ulozas
Senior Vice President



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: March 20, 2024

REPORT TO: Mayor and City Council

REPORT FROM: Derek Starkey, City Engineer

FINANCIAL IMPACT:

Yes: No: x

CURRENTLY BUDGETED:

Yes: No: x

FUND/ACCOUNT:

Not applicable.

ACTION REQUESTED: Resolution

AGENDA ITEM:

Discussion and possible action to approve Resolution 24-006 to adopt updates to Chapter 3 of the City of Fernley Design Standards.

AGENDA ITEM BRIEF:

This is a resolution to adopt update to Chapter 3 of the City of Fernley Design Standards. Chapter 3 covers design requirements for street infrastructure.

RECOMMENDED MOTION:

I move to approve resolution 24-006 to adopt updates to Chapter 3 of the City of Fernley Design Standards.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could direct staff to make additional changes to Chapter 3 of the design standards or reject some or all of the proposed changes.

BACKGROUND:

The design standards are the minimum standards that the City of Fernley requires for any infrastructure it will

eventually own, operate and maintain. The City of Fernley Design Standards were last updated in 2008. The design standards provide requirements for material and equipment selection, requirements for design reports used to design and construct the infrastructure, and minimum and maximum dimensions and spacing requirements, etc.

Design standards are critical to ensure the City's infrastructure is constructed to be safe and reliable. Standardizing and clarifying design requirements and materials also helps the development community to understand how projects need to be designed and built.

Staff started revising the design standards in the fall of 2023. The first chapter selected was Chapter 3: Streets. Chapter 1 and 2 address administrative items and will be revised at a later date. In the process of reviewing and revising the standards, staff reached out to design engineers in the development community as well as the Fernley Builders Association. Staff attended the Fernley Builder's Association meeting on November 1, 2023 and provided copies of the revised chapters to the Fernley Builder's Association group for comment. On January 3, 2024 staff presented the proposed changes again and collected suggestions or changes. No comments or suggestions were received from the Fernley Builder's Association group.

Changes to Chapter 3 consist of grammatical errors and omissions and updating sections with more recently adopted codes. Staff reviewed requirements from surrounding jurisdictions to make sure the City is up-to-date with the region. A final version of the standards as well as a version with tracked changes has been included with the staff report.

The most significant changes are as follows:

Section of Standards	Proposed Change	Reason for Change
3.2.8 Median Openings, 3.4.6 Driveway Spacing	Added language regarding the City of Fernley Access Management Policy	The Access Management Policy was approved in 2022 and should be referenced in the Design Standards.
3.2.13 Pavement Structural Section Design Criteria	Increased the minimum thickness from 3 inches to 4 inches for local streets, from 3 inches to 5 inches for collectors, industrial roads, etc. and from 4 inches to 6 inches for expressways and major arterial streets. The section also specifies performance grade asphalt binder in mix designs.	Increasing the depth of asphalt will ensure the City gets an adequate structural section for new roads being constructed. Thicker pavements also allow the City to utilize "mill and fill" projects to maintain the roads in the future. "Mill and fill" project mill off a top layer of asphalt which is then replaced with fresh asphalt. These project are more successful on thicker sections of asphalt streets because there is more depth to work with so you have less chance for cracks to reflect through the new top layer of asphalt.
3.2.17 Emergency access roads	Added language regarding the requirement for gates on emergency access roads and updated the asphalt requirements.	Gates are important for controlling access to easements containing infrastructure for security and safety reasons and will now be required.
3.2.19 Temporary Patches	Increased the required depth of	Issues have arisen with substandard

	temporary patches and required cold mix or hot mix asphalt be used for patching. Also added asphalt specifications for patching mix.	patching and additional specifications and requirements will help to improve patching quality.
3.2.20 Street Cut Penalty Program	Eliminated the existing language and referred to the Municipal Code,	This requirement is more appropriate in the Municipal Code.
3.2.23 Recycled Asphalt Base	Added standards and specifications for recycled asphalt base.	The use of recycled base is common, especially in the City's road reconstruction projects. Allowing its use and adding specifications will standardize its use in Fernley.
Various locations in chapter.	Reference to PROWAG compliance for sidewalks and paths in the public right of way	PROWAG was approved in August of 2023 and needs to be utilized by public agencies. Adding the references to our standards brings us closer to being in compliance and directs our design engineers to the PROWAG for guidance on the design of these facilities.
3.4.9 Cut and Fill Slopes	Added design requirements for large slopes and erosion control methods.	The previous version was vague and only accounted for rip rap stabilization. Additional requirements for erosion control and geotechnical engineering recommendations will help to clarify expectations for large slopes.
3.4.10 Multifamily, Commercial and Industrial Driveways	Renamed this section and clarified requirements for multifamily commercial and industrial driveways.	The previous version lacked clarity on when a driveway approach should be utilized versus a spandrel approach. Multifamily residential projects were also not mentioned in the previous version.
3.4.13 Sidewalk Maintenance and Repair	Deleted this section of the standards.	This section is better suited to be in the Municipal Code since it is not for the design and construction of public infrastructure.
3.5.20 Street Lights	Added standards for the location of street lights.	The locations are already documented on the standard detail but should also be in the test of the standards for easier reference.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

Some sections of the Design Standards are dictated by requirements of the Nevada Revised Statutes and Nevada Administrative Code. A portion of the Streets chapter follows the recently passed Public Right of Way

Accessibility Guidelines (PROWAG) from the Federal Highway Administration Access Board.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City with adoption of these revised standards.

ATTACHMENTS:

1. 24-006 Chapter 3 of Design Standards Adoption
2. Chapter 3 Revisions 2023-2024 track changes
3. Chapter 3 Revisions 2023-2024

**CITY OF FERNLEY
RESOLUTION 24-006**

**A RESOLUTION OF THE CITY OF FERNLEY TO MODIFY CHAPTER 3:
STREETS OF THE CITY OF FERNLEY PUBLIC WORKS DESIGN
STANDARDS.**

WHEREAS, it is a function of the City of Fernley to operate and maintain public roads, water, sewer, and storm drain infrastructure; and

WHEREAS, the Fernley City Council desires to have up to date and relevant design standards for the design and construction of the roads, water, sewer, and storm drain infrastructure that the City will accept, operate, and maintain; and

WHEREAS, Chapter 3 of the City of Fernley Design Standards has not been updated since 2008.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fernley, to adopt the proposed revisions to Chapter 3 of the City of Fernley Public Works Design Standards dated March 20, 2024

PASSED, APPROVED, AND ADOPTED this 20th day of March 2024, by the following vote of the Council:

AYES:___ NAYS:___ ABSTENTIONS:___ ABSENT:___

FERNLEY CITY COUNCIL

Date: March 20, 2024

By: _____
Neal E. McIntyre, Mayor

Attest: _____
City Clerk, Kim Swanson

3.0 – STREETS

3.1. GENERAL

3.1.1. STANDARD REQUIREMENTS

Unless otherwise specified by City of Fernley (Public Works or Community Development) adopted standards, Standard Specifications and Details for Public Works Construction or items in this chapter, design of all streets and related improvements shall conform to the following: “Guidelines For Urban Major Street Design,” published by the Institute of Transportation Engineers (ITE), and American Association of State Highway Transportation Officials (AASHTO)” A policy on Geometric Designs of Highways and Streets”, and SSPWC latest editions. The more restrictive standard shall prevail for design.

3.1.2. RIGHT-OF-WAY REQUIREMENTS

Street width and alignments shall generally conform to these Review Guidelines and the Standard Details for Public Works Construction and elements thereof. All streets and alleys within a subdivision or ~~development, development~~ shall be improved and conform to Public Works standards. Additional right-of-way shall be provided near intersections as required by Public Works in order to facilitate turning movements and ADA accessibility.

3.1.3. PAVEMENT DESIGN AND IMPROVEMENT REQUIREMENTS

Street design shall conform to standard details and be based on the design sub grade resilience modulus (MR), R-value or California Bearing Ratio (CBR), provided in a soils (geotechnical) report prepared by a Nevada registered Civil Engineer and traffic data provided in the project traffic report prepared by a Nevada registered Traffic Engineer, submitted with the improvement plans. All soils report recommendations are to be incorporated into the design of the improvements. The minimum existing pavement condition index (OCI) accepted with improvement plans shall be 60.

3.1.4. BORING AND TEST PIT LOGS

All boring and test pit logs shall be shown on the plans. Where ground water is encountered, the elevation of ground water shall be indicated in all profiles.

3.2. DESIGN CRITERIA:

3.2.1. STREET GRADES

All streets shall have a minimum grade of 0.40% unless approved otherwise by Public Works, Commercial collector, arterial and expressway streets shall have a maximum grade of 6.0%. It is desirable to have a maximum grade of 6.0% on residential collector and local streets. However, streets with a northern exposure are allowed a maximum grade of 10.0% and streets with a southern exposure a maximum grade of 12.0%. The following criteria shall also apply to street grades.

- Grades in excess of 8.0% shall be limited to a horizontal tangent length of 400 feet.
- Grades in excess of 10.0% shall be limited to a horizontal tangent length of 200 feet.
- Grades in excess of 8.0% shall be provided with landings on both sides of the steeper section of grade 6.0% or less, 100 feet in length.

- On long grades, the steeper grades shall be provided near the bottom of the ascent wherever possible, with shallower grades near the top of the ascent.
- Street intersections shall not be allowed when the grade on the primary street exceeds 6.0% on streets with a northern exposure and 8.0% on streets with a southern exposure.
- “Roller-coaster” and “Hidden-dip” patterns may only be permitted on local streets.
- Sharp horizontal curvature shall not be introduced at or near the top of a pronounced crest vertical curve or near the bottom of a pronounced sag vertical curve.
- Maximum grade on a cul-de-sac shall be 6%.
- Cul-de-Sac’s shall not be permitted at the bottom of an incline unless otherwise approved by Public Works.

3.2.2 INTERSECTION GRADES

Street grades on the minor legs of intersections shall not exceed 4% for a minimum distance of 50 feet measured from the extension of the face of curb of the primary street through the intersection (improved to full Public Work Standards). Additional criteria are as follows:

- i. Street intersections of two local streets in a stop condition do not require a vertical curve at the intersection of the crown section with the street grade.
- ii. All other street intersections shall require a vertical transition at the intersection of the crown section with the street grade. Note: A local street is defined as having a maximum average daily traffic volume of 1,000 trips or, serving a maximum of 100 single family lots.

3.2.3. STREET CROWN

Street Crown – The street crown shall be 2.0% from the centerline to the lip of gutter, with a minimum of 1.0% and a maximum of 4.0%. Unless approved otherwise, the crown shall be at the centerline of the traveled way. Through streets shall maintain the centerline crown at all intersections.

3.2.4. VERTICAL CURVES

Vertical curves shall be provided wherever the algebraic difference between two intersecting grades is 2% or more, excluding intersections. Such curves shall be of sufficient length to provide the minimum sight and stopping distances as established by the AASHTO, for minimum design speeds of 10 MPH for local and collector streets, 40 MPH for minor arterial streets and 50 MPH for major arterial and expressway streets.

3.2.5. HORIZONTAL CURVES

Minimum horizontal curve radii shall be as specified in the following table:

*Minimum Horizontal Centerline Design
Radii for Streets*

Street Classification	Minimum Design Speed	With Normal Crown	With 2% Super Elevation -	With 4% Super Elevation -
Local Streets:				
Serving less than 20 lots	20mph	100ft		
Serving between 20 & 50 lots	25mph	185ft		
Serving more than 50 lots	30mph	300ft	250ft	230ft
Collector Streets	30mph	430ft	335ft	300ft
Minor Arterial Streets	40mph	820ft	630ft	565ft
Major Arterial & Expressway Streets	50mph	1,390ft	1,045ft	925ft

Note: On local and residential collector streets (less than 4000 ADT), lesser radii may be permitted by special alternate designs approved by Public Works which include traffic calming, short tangent sections and short radii to restrict the normal driver from exceeding posted speed. In no instance shall such reduced radius be less than 60 feet. Traffic calming alternatives are currently being considered by Public Works. Public Works will make the final determination on which alternative will be used on a case-by-case basis.

Minimum Stopping Sight Distance for City Streets

Design Speed V (Mph)	F (friction factor)		Minimum Stopping Sight Distance (ft.)
	Low Speed Urban Street Design	High Speed Urban Street Design	
20 ^{(1)*}	0.3		150
25 ^{(2)*}	0.25		150
30	0.22	0.16	200
40		0.15	325
50		0.14	475

The minimum design radius shall be determined using the following formula:

$$\text{Where, } R_{\min} = \frac{V^2}{15(e+f)}$$

V = Design Speed

R = Centerline Radius of roadway

e = Rate, decimal (For a normal crown section, e is assumed negative for adverse side). Super-elevation may be required by the City Engineer on higher speed streets. Maximum allowable super-elevation shall be four (4) percent.

f = Friction factor from the above table.

*Notes: Horizontal curves on local streets:

- (1) Serving 20 lots or less may be designed at 20 mph and posted at 15 mph; and
- (2) 50 lots or less at 25 mph, unless otherwise approved by Public Works. (Lots shall include existing and future development.)

Curves on any street, except local streets, shall be separated by a tangent of not less than one hundred 100 feet. Unless specifically approved in a tentative map or other public review, no local street in a residential district shall have a tangent of greater than six hundred (600) feet or the distance of twelve (12) lots on one side of the street, whichever is less, unless it can be demonstrated that the tangent is visually broken by a vertical curve or that a longer tangent is necessary to preclude a traffic hazard.

3.2.6. DRIVEWAY GEOMETRY

Unless specifically approved or conditioned alternatively, Public Street, Private Street, and driveway sections (widths) shall be per the Public Works Standard Details. Alternate street sections may be used when approved by Public Works. Driveway access from single-family dwellings shall not be permitted on collector streets which are anticipated to carry more than four thousand (4,000) average daily vehicle trips.

All driveway locations are to be shown on improvement plans.

3.2.7. STREET SPACING

Street spacing and intersection placement shall be as follows:

Minimum distance between intersections unless otherwise approved by Public Works.

Classification	Downtown	Outside Downtown
Major arterial	1/3 mile (1,760')	½ mile (2,640')
Minor arterial	¼ mile(1,320')	1/3 mile (1,760')
Commercial collector	600 feet	800 feet
Residential collector/local	400 feet	400 feet
Local	200 feet	200 feet

3.2.8 MEDIAN OPENINGS

Median openings on arterial streets that have continuous raised center medians will not normally be permitted unless all of the following conditions exist:

- The property to be served has been determined by traffic analysis to significantly impact existing traffic patterns and has a minimum continuous frontage of 600 feet along the major street, or access easements are recorded to allow use of the opening by a minimum of two properties which combined has been determined by traffic analysis to significantly impact existing traffic patterns to warrant the opening.
- The median opening is not less than 700 feet from an intersection with an arterial street.
- The median opening is not less than 400 feet from an intersection with a collector or local street.
- The median opening is not less than 600 feet from any other existing or planned mid-block median opening.
- Sight distance is adequate for the design speed of the major street.
- All costs such as base material, pavements, safety lighting, traffic signals, landscaping, irrigation, reconstruction or Public Works relocation required by a mid-block opening will be borne by the requesting party.
- The design of median openings shall be subject to the requirements and approval of the Public Works Director including storage lengths and tapers to AASHTO requirements.

- Median ~~a~~ Alternatives are subject to guidelines set ~~for~~ by City of Fernley Access Management Policy - 2022. Applicable median alternatives are as follows:

- Traversable Median
- Two-Way Left Turn Median
- ~~Non-Traversable Median~~

Median Alternatives shall be approved by Public Works prior to acceptance.

DRAFT

3.2.9. STREET INTERSECTING ANGLE

Any street or highway intersecting any other street or highway, shall intersect at an angle as near to a right angle as is practicable, unless otherwise approved by Public Works.

3.2.10. CUL-DE-SAC AND DEAD END STREET REQUIREMENTS

Cul-de-sacs and dead end streets shall conform to ~~latest~~^{the latest} adopted edition of the International Fire Code (IFC) requirements. Shared driveways may be terminated in a hammerhead. The minimum lot frontage on cul-de-sac streets shall be thirty (30) feet. "No Outlet" signs shall be posted on cul-de-sacs with length greater than 100'.

3.2.11. PRIVATE STREET REQUIREMENTS

Private streets shall be designed to City standards as directed in this manual, including horizontal and vertical alignment. Water, Sstorm drain and sanitary sewer systems located within a private street shall be constructed to City standards. Gated private streets shall provide a means to turn around if gates are closed. All gates shall be accessible to the Fire District. Maintenance of the gates shall be by the private development. Signs shall be posted stating "Private Street, Not Maintained by City".

3.2.12. SHARED DRIVEWAYS

Shared driveways shall be structurally designed and paved with a minimum of 2 ½ inches of asphalt concrete pavement placed over an engineered base of not less than 6" of Type 2. Class B aggregate base.

3.2.13. PAVEMENT STRUCTURAL SECTION DESIGN CRITERIA

Design of the structural section for Asphalt Concrete Pavement for both public and private streets shall conform to the procedures as set forth in the current Asphalt Institute Manual Series No. 1 (MS-1) or American Association of State Highway and Transportation Officials (AASHTO) Design Guide, based on subgrade strength values determined by Resilient Modulus (MR) Value, Resistance (R) value or California Bearing Ratio (CBR), and traffic data provided in the approved traffic study for the project. Sufficient tests shall be made to fully evaluate each different soil type in the project. Major Arterial, Minor Arterial, Industrial and Commercial Streets shall be a Type 2 ~~64-28NV/22NVAC-20P~~ asphalt concrete (AC) pavement mix design with hydrated lime (mineral filler) added at one and one-half percent of the weight of the dry aggregates. Collector and Local/Residential Streets shall by a Type 3 ~~64-28NV/22NVAC-20~~ asphalt concrete (AC) pavement mix design with hydrated lime (mineral filler) added at one and one-half percent of the weight of the dry aggregates. The minimum design life of the structural section shall be 20 years. Minimum street structural sections for both public and private streets shall be 43" AC on 6" Type 2, Class B aggregate base for local/residential streets, 53" AC on 86" Type 2, Class B aggregate base for minor arterial, industrial, commercial and collector streets, and 64" AC on 126" Type 2, Class B aggregate base for

expressways and major arterial streets. All streets, both public and private, which are to be utilized by construction vehicles during development, shall be designed to carry the maximum anticipated loads. Concrete streets may be permitted upon approval of structural designs by Public Works.

3.2.14. ASPHALT TEST CORE HOLES

Asphalt test core holes shall be plugged with 4,000 PSI non-shrink concrete grout per the Standard Specifications for Public Works.

3.2.15. CUL-DE-SACS AND KNUCKLES

Minimum grades around Cul-de-sacs and Knuckle-type intersections shall be 0.5%. The normal street crown with such a development may be increased to a maximum of 4.0% from the centerline to the lip of gutter. Knuckle turnouts are not allowed on streets serving more than 20 lots without prior approval by the Public Works. Cul-de-sacs lengths shall be measured from the front face of curb (or edge of pavement where no curb is present) of the intersecting street to the radius point of the bulb turnaround, unless provided with an emergency access designed to Public Works standards. The minimum right-of-way for the bulb shall be 6" beyond the sidewalk.

3.2.16. TEMPORARY CUL-DE-SACS

Temporary cul-de-sacs shall be constructed with a minimum of 2 ½ inches asphalt concrete pavement on an engineered base when located within the development. When located within an adjacent future developable area it shall conform to temporary emergency access road standards within an access easement. All temporary cul-de-sacs shall be a minimum ~~48-foot~~48-foot radius to right-of-way. Final approval for temporary cul-de-sacs will be required from the Fire District.

3.2.17. EMERGENCY ACCESS ROADS

Emergency access roads shall be a minimum 24 feet in width with a structural pavement section design to support a tandem axle load of 25 tons, unless otherwise approved by the Fire District. Grades shall not exceed the maximum for street grades unless otherwise approved by the Fire District and Public Works. It is intended that emergency access roads be open and usable at all times. Where required, access to emergency roadways at each entrance shall be controlled by an "Emergency Access Control Gate", shall be posted "For Emergency Vehicles Only", and shall be accessible to the Fire District. Maintenance of the gates shall be by the private development.

Temporary emergency access roads shall be surfaced with a minimum of ~~2-½~~3 inches of Type 2, Class B Aggregate Base with and application of a minimum of 0.08 gallon per square yard of a non-latex emulsion asphalt seal coat, such as SS-1h, and adequate roadside drainage shall be provided. Where required, access to temporary emergency access roadways at each entrance shall be controlled by an "Emergency Access Control Gate", shall be posted "For Emergency Vehicles Only", and shall be accessible to the Fire District.

Permanent emergency access roads shall be paved with a minimum of ~~2-½~~³ inches of [Type 2 64-28NV/22NV](#) asphalt concrete pavement on an engineered base and adequate roadside drainage shall be provided. Unless otherwise approved by Public Works, all improved accesses shall provide for vehicles to enter traffic “nose first”.

3.2.18 MAINTENANCE ACCESS

Vehicular access for maintenance of City-owned sanitary sewer, [water](#) and storm drain facilities and their related appurtenances are to be constructed to a minimum un-encroached width of 12 feet, structurally designed to support a tandem axle loading of 25 tons, with adequate roadside drainage, and are not exceed 12% in grade. Dead-end access roads in excess of 150 feet shall require termination in a hammerhead, turnaround or ‘Y’-turn.

~~and are not to exceed 12% in grade. Dead-end access roads in excess of 150 feet shall require termination in a hammerhead, turnaround or ‘Y’-turn.~~

Temporary maintenance access roads shall be surfaced with a minimum of 2 ½ inches of Type 2, Class B aggregate base, and adequate roadside drainage shall be provided. Where required, access to temporary maintenance access roadways at each entrance shall be controlled by an “Access Control Gate”, shall be posted “Maintenance Access Only”, and shall be accessible by City of Fernley Public Works.

Permanent maintenance access roads shall be paved with a minimum of 2 ½ inches of [Type 3 64-28NV/22NV](#) asphalt concrete pavement on an engineered base and adequate roadside drainage shall be provided. Unless otherwise approved by Public Works, all improved accesses shall provide for vehicles to enter traffic “nose first”. Where required, access to permanent maintenance access roadways at each entrance shall be controlled by an “Access Control Gate”, shall be posted “Maintenance Access Only”, and shall be accessible by City of Fernley Public Works.

3.2.19. TEMPORARY PATCHES

Temporary patches on public streets shall match the existing pavement depth but shall are to be a minimum of 32” thick and be composed of hot mix asphalt or cold mix paving materials. Aggregate base surface material shall not be used as a temporary surface on any cut unless the preexisting street surface was gravel or an aggregate base material. Hot mix asphalt may be required by City of Fernley Public Works or City of Fernley Quality Assurance Inspector for certain repairs where deemed necessary to maintain adequate driving conditions.

Hot Mix temporary patches shall be Type 3, PG64-28NV/22NV or Public Works approved equivalent, and compacted with approved mechanical tampers. Aggregate base under temporary patches shall be Type 2 Class B and be a minimum of 36” below the existing AC surface, and Temporary patches shall not deviate more than ¾ inch above the existing pavement grade when measured from the bottom of a straight edge laid two feet beyond the patch on both sides of the existing pavement. In no case shall the elevation of the patch be lower than the existing adjacent pavement elevation. All loose material shall be removed from the temporary patch site immediately after completion of the patch. —It will be the responsibility of the excavation and encroachment

permittee to maintain the temporary patch until the permanent patch is completed and signed off by the Public Works.

Any temporary surface that fails to provide a non-deteriorating riding surface or fails to meet the requirements of these specifications shall be removed and replaced at the City of Fernley Public Work's discretion, at the responsible person's expense.

3.2.20 ~~Street Excavation Penalty Fee Program~~ STREET CUT PENALTY PROGRAM

~~Street excavation on streets which permanent surfacing is less than five (5) years old is subject to a penalty fee. The penalty fee shall be 300% and reduce to 0% over 5 years from the date of acceptance of the surfacing. The penalty fee will start at 300% of the permit fee and reduce by 60% each year on the annual anniversary of the date of the surfacing acceptance. The fee will therefore be flat at 300% the first year, 240% the second year, 180% the third year, 120% the fourth year and 60% the fifth year.~~ Per City of Fernley's new Street-Cut Ordinance.

3.2.20. ASPHALT SURFACE OR MATERIAL DEFECTS

"Rock Pockets" in the final surface of the asphalt and asphalt air voids or compaction deficiencies shall be addressed with Type II or Type III Slurry Seal, if applicable, or by patching or reconstruction as designated by Public Works.

3.2.21. LANDSCAPE MEDIAN

Where applicable, the use of raised landscape medians is preferred over the use of striped double left turn treatments to channelize and control left turn movements.

3.2.22. ALTERNATIVE PAVING SURFACES

Alternative paving surfaces such as stamped concrete or pavers may be considered on a case-by-case basis. Alternative paving surfaces shall be approved by Public Works.

3.2.23 ~~Recycle Asphalt Base~~ RECYCLED ASPHALT BASE

Recycled asphalt base materials may be utilized as a substitute for Type 2 Class B aggregate base for use under bituminous pavement if it meets the following criteria:

- a) Recycled asphalt base material shall conform to the Standards and Specifications (Orange Book 2012), Subsection 200.01.04, Type I Recycled Asphalt Concrete Base.
- b) The Engineer of Record shall provide documentation to confirm that adequate testing was performed to ensure compliance with the Standards and Specification (Orange Book 2012).
- c) Recycled asphalt base shall not be substituted for Type 2, Class B aggregate base under any Portland Concrete structure.
- d) Density testing must be performed by ASTM standards. No direct-read nuclear gauge test will be allowed without proper correlation with Public Works. Nuclear gauge test reporting moistures will be rejected.

- e) For street reconstruction, AC grindings may be combined, in place, with base course and subgrade per gradation requirements set forth in Orange Book, Section 2001.01.04. Sufficient tests results shall be provided prior to approval for use.

3.2.24 RECYCLED ASPHALT PAVEMENT

Recycled asphalt content in asphalt mixes shall not exceed 15%.

3.2.25 MILL AND FILL REQUIREMENTS

Mill depth shall not exceed half the thickness of the existing pavement section. A minimum of 1.5 inches of existing pavement shall be left after milling. Milling and filling operations shall be performed over the full width of pavement.

3.3. TRAFFIC TECHNICAL REPORTS

Copies of technical analyses associated with street design and traffic device improvements are required by Public Works if improvements are going to generate 100 peak hour trips or more. Public Works may require a traffic study regardless of the number of trips generated by improvements, due to the improvement type and location. All traffic reports must reflect all cumulative impacts and mitigations of previously approved projects. An incomplete traffic report will result in a submittal rejection.

The following criteria shall be considered for a Traffic Report.

3.3.1. TITLE PAGE

- a) Project name
- b) Preparer's name, firm, date
- c) Professional engineer's seal of preparer and signature.

3.3.2. INTRODUCTION

- a) Site location
- b) Proposed project description.

3.3.3. TRAFFIC ANALYSIS

- a) Trip Generation.
 - i) To be calculated using Section 3.4, "Recommended Procedure for Estimating Trip Generation" in the latest edition of the I.T.E. Trip Generation Manual, or from a trip analysis of identical project. Analysis shall also include all conditioned and entitled projects in the area as well as projects in construction but not yet generating traffic.
- b) Pass-by Trip Reductions.
 - i) Must be approved on a case-by-case basis for traffic studies.
- c) Level-of-Service Analysis.
 - i) Calculations shall be based on the latest edition of the Highway Capacity Manual.
 - ii) Provide mitigation measures for intersection which operate at a level-of-service of D or less. Possible measures can be, but not limited to, signalization, channelized medians, turning lanes, storage lane increase, restricted turns and/or additional lanes. Advantages and disadvantages need to be included with mitigation measures.
- d) Warrant Analysis/Progression Analysis for Traffic Signals.

- e) Left/Right-Turn Storage Analysis.
 - i) Storage bay analysis must be performed at all study intersections and project driveways identified in the traffic study scope. Storage at signalized intersections is to be calculated utilizing the Poisson Method with a 95% confidence and a 3-minute wait. Storage at un-signalized intersections is to be calculated utilizing the uniform arrival rate with a 2-minute wait.
 - ii) Use existing and committed improvement lane configurations in the analysis.
 - iii) For phased improvements, the study will address improvements to be constructed with each phase and the associated participation for each phase.
- f) Traffic Accident Analysis.
 - i) Pedestrian and Traffic accident data shall be evaluated at intersections, median openings and mid-block locations for a minimum period of 3 years. The accident potential is to be analyzed with mitigation measure recommendations.
- g) Figures.
 - i) Vicinity map.
 - ii) Site plan map.
 - iii) Directional distribution
 - iv) Peak hour site only volumes.
 - v) Existing peak hour traffic volumes (current within 12 months).
 - vi) Future background traffic volumes.
 - vii) Future background with site traffic volumes.
 - viii) Existing geometrics and control.
 - ix) Recommended geometrics and control.
 - x) School walking routes for residential developments.
 - xi) Site plan or project boundary superimposed on aerial photograph.

3.3.4. CONCLUSION

- a) Improvement Impacts.
 - i. Benefits.
 - ii. Adverse effects with solutions for mitigation.

3.3.5. APPENDICES

- a) Planning Commission/City Council conditions.
- b) Site Plans (24" x 36" and 11" x 17").
 - i) Buildings with total area.
 - ii) Drive aisles
 - iii) Public and Private Street names.
 - iv) Medians.
 - v) Right-of-Way.

- vi) Opposing/Adjacent driveways.
- vii) Gated Entries.
- c) NDOT's Access Management System and Standards Statement of Conformance (if applicable).
- d) Calculations.

3.4. SIDEWALKS, CURB AND GUTTERS, DRIVEWAY APPROACHES, CURB-CUTS, ALLEY AND BIKEWAYS:

3.4.1. SIDEWALK AND CURB AND GUTTER REQUIREMENTS

Public sidewalks, curbs and gutters shall be installed or existing improvements replaced when deteriorated or displaced, including paving between street cut and gutter line on all streets, except sidewalks may only be omitted where the sidewalk has been waived by Public Works. In no instance, shall sidewalks be less than 54 feet in width. ~~When required, in commercial/industrial developments sidewalks shall not be less than 6 feet in width.~~ Pedestrian ways shall be provided from all public sidewalks to the entrance of buildings as required by Public Works. Necessary right-of-way shall be ~~dedicated~~dedicated, or easement granted as required by Public works. In new developments, sidewalk requirements shall be determined at time of tentative map or parcel map approval, or if sidewalk is impractical or is unnecessary for pedestrian access purposes as determined by Public Works. Sidewalks in commercial or industrial developments outside of City of Fernley Public Right-of-Way may be deferred until a building permit is issued. Sidewalks, Curbs and gutters and pedestrian ramps shall be constructed with 4,000 PSI fiber-reinforced Portland Cement Concrete, per Public Works standards. Glue-down curbs are not permitted at edge of pavement. Volumetric Concrete Mixers shall be certified as Ready Mixed Concrete Plant Facility by National Ready Mixed Concrete Association (NRMCA). Sidewalks shall meet the required 2.0% maximum cross slope per the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and Public Right-of-Way Accessibility Guidelines (PROWAG).

3.4.2. UNUSED DRIVEWAYS

Unused driveways shall be replaced with new curb, gutter and sidewalk.

3.4.3. PEDESTRIAN RAMPS FOR THE DISABLED

"Pedestrian Ramps for the Disabled" shall be provided at all curb returns in accordance with Public Works standards. A minimum of one mid-block ramp shall be provided at 'T'-intersections. Pedestrian Ramps at mid-block are not required within residential developments, unless requested by City Engineer. Alignment of ramps shall provide for minimum pedestrian exposure to traffic during crossing of streets. Truncated domes are required on all new and reconstructed pedestrian ramps to meet ADA and PROWAG compliance requirements.

3.4.4. PROPERTY LINES AT INTERSECTIONS

Property lines at intersections shall accommodate the installation of the "Pedestrian Ramps for the Disabled" and additional required sidewalk entirely within the right-of-way. Property lines at 'T'-intersections shall accommodate the installation of the mid-block ramp and additional required sidewalk entirely within the right-of-way.

3.4.5. CURB RETURN RADIUS

Unless specifically approved otherwise, curb returns shall have minimum face of curb radii of 20 feet on local streets, 25 feet on collector streets, 30 feet on minor arterial streets and 40 feet on major arterial and expressway streets.

3.4.6. DRIVEWAY SPACING

~~Access~~Driveway spacing requirements shall meet the requirements set forth by the City of Fernley Access Management Policy (adopted XXXSeptember 2022). Spacing between commercial driveways, or from the edge of a driveway to the adjacent intersection corner, shall be a minimum of 235 feet on major arterials, 150 feet on minor arterials and 50 feet on commercial collectors.

Minimum spacing between driveways on local/residential streets shall be 10 feet from low point to low point of the driveway taper, based on a minimum of 5 feet from property line. The maximum grade for residential driveways shall be 14%.

3.4.7. BIKEWAY DESIGN CRITERIA

The design of bikeways shall conform to the AASHTO “Guide for Development of New Bicycle Facilities”, latest edition, unless otherwise specified by City ordinance, Standard Specifications and Details for Public Works Construction, or item in this section.

The structural section for bicycle and pedestrian path facilities shall be based on a soils report recommendation. The minimum structural section shall be 2 ½ inches of Type 2 or Type 3 64-28NV asphalt concrete pavement over 6 inches of Type 2 Class B aggregate base, except where they are integrated with adjoining pavement for vehicular access, the associated minimum street structural section shall apply.

3.4.8. SIDEWALK AND GUTTER OBSTRUCTION REQUIREMENTS

No obstruction (i.e., power poles, street lights, signal poles and controls, water meter boxes, pull boxes, mail boxes, fire hydrants, etc.) shall be allowed to be located within public sidewalks or pedestrian ways, or within sight triangle, except as may be allowed by Public Works where obstructions exist within existing improvements. A minimum unobstructed clearance of 3636” shall be maintained from any obstacle. Additional right-of-way or easement shall be provided where required.

The use of permanent curb ramps of any type, in the public right-of-way, for vehicle transition from the street over the curb is prohibited. A removable, non-permanent ramp may be used to assist a vehicle over the curb, but shall be removed after each use.

3.4.9. CUT AND FILL SLOPES STABILIZATION

~~Cut and fill slopes are to be set back a minimum of 1 foot from the back of the sidewalk. If no sidewalk exists the setback shall be a minimum of 5 feet from back of curb.~~

~~All slopes between 3:1 and 2:1 shall be stabilized by approved mechanical stabilization or landscape materials. If rock riprap is approved by Public Works or City Engineer for slope stabilization it shall contain a minimum of four fractured faces with a minimum D₅₀ of 6 inches placed to be minimum depth of 12 inches.~~

~~All constructed slopes steeper than 2:1 shall be reviewed by Public Works on a case-by-case basis, with solutions to stabilize the slope and mitigate the visual impacts.~~

- a) Cut and fill slopes shall be consistent with the recommendations of the soil engineer, engineering geologist, and the Public Works Director/City Engineer.
- b) When there are cut/fill slopes between properties, the property line shall be located at the top of the slope to encourage maintenance of the slope area.
- c) Terraced slopes are allowed. The following design elements shall be included and implemented as a part of a terrace design solution:
 - i) Retaining walls and/or rockery walls
 - ii) Landscaping with permanent irrigation
 - iii) Wall and landscape maintenance
 - iv) Address wall stability:
 - (1) Static loads
 - (2) Seismic conditions
 - v) Provide a six foot (6) minimum landscape buffer between the back of sidewalk and face of wall.
- d) Cut or Fill slopes shall be constructed no steeper than 3 horizontal to 1 vertical. Cut or fill slopes steeper than 3 horizontal to 1 vertical shall be reviewed on a case-by-case basis.
- e) Cut or Fill slopes shall be designed to blend into the natural topography.
- f) All Cut or Fill slopes shall be stabilized against erosion with revegetation or placement of rip rap.
 - i) All slopes utilizing vegetation for stabilization shall include temporary and/or permanent irrigation to be determined by the soils engineer or landscape architect.
 - ii) Revegetation seed mix shall be compatible with the on-site soil conditions (such as alkaline, Salt or upland).
 - iii) Slopes shall be revegetated within the growing season (May-September). If the work cannot be completed within that timeframe, the developer/contractor shall provide surety for completion during the next growing season and maintain alternative means of stabilization until revegetation is established.
 - iv) If rock rip rap is utilized for stabilization it shall be sized by the soils engineer and include recommendations for fabric underlayment and details to key the fabric or rip rap into the slope.
- g) A final geotechnical report shall be submitted to and approved by the Public Works Director or City Engineer prior to the construction of fills. Fills that are greater than 20 feet in height and/or to be constructed on natural slopes of 10 degrees (6 horizontal: 1 vertical) or greater shall require complete geotechnical analysis.
- h) Retaining walls and rockery walls shall be designed by a licensed professional engineer and reviewed and permitted by the City of Fernley Building Department.
 - i) All retaining walls constructed within the public right of way must have an easement granted of sufficient width on the private property to maintain and reconstruct the wall.
 - ii) Anti-graffiti treatment shall be incorporated on all masonry or concrete retaining walls.
- i) Handrails and/or fall protection shall be incorporated into the design when slopes or retaining walls create fall hazards.

3.4.10. CURB CUTS FORMULTIFAMILY, COMMERCIAL AND INDUSTRIAL DRIVEWAYS

Where car storage or access for motor vehicles is desired in business, commercial, or industrial districts, provision shall be made for a driveway. All multifamily, commercial, and industrial driveway approaches shall enter properties via a standard curb-cut and spandrel. All multifamily, commercial and industrial driveways shall have well defined locations. Large, paved areas adjacent to the traveled roadway shall not be permitted. Driveways shall comply with the City of Fernley Access Management Policy. Driveways used for emergency access only can utilize the standard detail for commercial driveways.

3.4.11. ALLEY REQUIREMENTS

Alleys required to serve a development shall be installed or existing improvements replaced when deteriorated. The minimum structural section shall be ~~2-1/2~~^{2-1/23} inches of asphalt concrete pavement on 6 inches of Type 2, Class B aggregate base. Alleys shall be constructed or reconstructed to full width. Longitudinal grades in alleys shall conform to standards for streets, with a cross slope of 2.0% minimum from the property line toward the center of the alley. Off-site alley improvements may be required by Public Works for provision of safe and adequate access to the subject site.

3.4.12. ADA COMPLIANT

All sidewalks, curb and gutters, driveways approaches, curb cuts, alleys and bikeways shall be ADA ~~and PROWAG~~ Compliant as specified by Public Works.

3.4.13. SIDEWALK MAINTENANCE & REPAIR

~~Guidelines for the determination of deteriorated sidewalks, curbs and gutters are shown in the following table.~~

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As dictated by Nevada Revised Statute (NRS) 278.02313, the property owner is responsible for the following:

1. General maintenance of a sidewalk in the public right-of-way that abuts the owner's property, including, without limitation, sweeping, removal of snow/ice/weeds, and maintenance of any grass, shrubs and trees which encroach on the sidewalk.
2. The repair and reconstruction of a sidewalk in the public right-of-way that abuts the property of the owner if the owner caused the need for such repair or reconstruction.

3.4.1433.2. CONSTRUCTION DEBRIS

All public streets are to be kept free and clean of construction debris. If debris is accumulated throughout the work day, it is to be removed prior to leaving the site. Failure to clean construction sites may result in work stoppage until issue is addressed.

3.5. TRAFFIC DEVICES, CONSTRUCTION TRAFFIC CONTROL, AND TRAFFIC CALMING:

3.5.1. MUTCD COMPLIANCE

The application, design, and installation of traffic control devices shall be in accordance with the Manual on Uniform Control Devices (MUTCD), latest edition, published by the Federal Highway Administration.

3.5.2. INSTALLATION AND REMOVAL OF TRAFFIC CONTROL DEVICES

Traffic control devices shall be installed or modified if warranted as determined by and approved traffic study/analysis for new development projects, and/or as directed by Public Works.

Traffic calming devices shall be considered in traffic studies/analyses.

3.5.3. STREET NAME SIGNAGE

Street name signs to Public Works standards shall be installed at all ~~intersections, and~~intersections and may be required on arterial streets in advance of intersections. Where private streets intersect public streets, standard signs that say, "Private Street Not Maintained by City" shall be installed.

3.5.4. SPEED LIMIT SIGNAGE

Speed limit signs shall be installed in proximity to all arterial or collector street intersections, and on local streets having a different speed limit than the intersecting street. Posted speeds on City streets shall be 25 MPH on local and collector streets, 35 MPH on minor arterial streets and 45 MPH on major arterial streets, unless designated otherwise by Public Works or to maintain consistency with City policies or law. Speed limit signage shall be installed on all streets where the limit changes from one speed to another.

3.5.5. SPEED CONTROL SIGNAGE ON CURVES

When the design speed of a curve falls below the posted speed limit, curve warning signage with an advisory speed plate and 4 inch double solid yellow centerline striping shall be installed from beginning of curve to end of curve.

3.5.6. NO OUTLET SIGNAGE ON CUL-DE-SAC

A "No Outlet" sign shall be installed at the entrance to any cul-de-sac exceeding 100 feet in length.

3.5.7. ONE WAY STREET SIGNAGE AND STRIPING

At driveways on minor street intersections with one-way or median-divided streets, "One Way" and/or "Right (Left) Turn Only" signs shall be installed. Corresponding pavement markings may also be required.

3.5.8. PARKING CONTROL SIGNAGE AND STRIPING

Parking control signs shall be installed and curbs painted at street intersections, at fire hydrants, adjacent to driveways, and other locations as required. Curb colors are red for parking prohibited, yellow for restricted parking, and blue for handicapped parking. The top and face of the curb shall be painted with standard traffic paint. Parking is prohibited within 15 feet centered on the fire hydrant; Fire District policy establishes locations for required hydrant markers.

3.5.9. PARKING METERS

Installations of parking meters poles and parking space marking may be required. Installation of parking meters shall only be performed by the City. Meter bags may be obtained from the Community Development Department.

3.5.10. STRIPING

All longitudinal striping shall be NDOT Type II waterborne paint applied in two coats. The pavement surface shall be cleaned and dry prior to the application of the paint striping.

When half street improvements are constructed abutting existing pavement, the entire width of the street and adjacent transition area shall be striped in accordance with applicable MUTCD and Public Works standards. Existing, conflicting pavement markings shall be removed by grinding. Blacking out markings is not an approved removal method.

3.5.11. STOP AND YIELD MARKINGS

Stop bars, yield lines, cross walks, bike lanes and word symbols shall be thermoplastic material, beads shall be required. Only stop bars and yield lines are required on local/residential streets, unless it is a four-way stop condition or the local/residential street abuts a collector street. Crosswalks are required on collector and arterial streets and intersections. The pavement surface shall be cleaned and dry prior to the application of the paint striping.

3.5.12. SCHOOL TRAFFIC DEVICES

School-related traffic devices shall be installed, relocated, or removed as required, and as consistent with the applicable “safe route to school plan”. New or updated “safe route to school plans” shall be required in conjunction with the development of new schools or expansion of existing schools. The “Nevada School Traffic Safety Handbook” establishes guidelines for the application of school-related traffic devices.

3.5.13. END OF ROAD WARNING SIGNS

Type 3 barricade end of roadway markers shall be installed at the end of streets (except fully improved residential cul-de-sacs). For street ends where there is a significant elevation change adjacent or there is a need to control access, barrier rail, guardrail, or barricades may also be required.

3.5.14. MEDIAN STRIPING AND MARKERS

When triangle islands are considered at street or driveway intersections, the curb shall be painted white and reflective markers installed at the corners. The ends of center medians shall be painted yellow and reflective markers installed at the ends and along the median.

3.5.15. REPLACEMENT OR RELOCATION OF EXISTING TRAFFIC SIGNALS

When new construction affects elements of an existing traffic signal, or as determined by an approved traffic analysis, relocation and/or replacement is required. Public Works will coordinate replacement or relocation of existing traffic signals.

3.5.16. NEW TRAFFIC SIGNALS OR MODIFICATIONS TO EXISTING

Installation of new traffic signals or modification of existing signals shall comply with the Standard Specifications for Public Works and the City of Fernley Development Code.

Traffic Signals shall be controlled by a loop detection system only. Video-detection shall only be used when approved by Public Works. A Traffic Signal Cabinet shall contain a controller, Battery Backup System (BBS) and conflict monitor. The controller shall be a NAZTEC 980 TS2 Controller with EEPROM Module, or approved equal. The BBS and conflict monitor shall all be NEMA compliant and shall be compatible with the specified controller. Traffic Signals must be installed with an Optical Preemption Detector and Optical Signal Processor (OSP). The Traffic Signals shall be installed with timing coordination through Global Positioning System (GPS) synchronizing equipment and wireless connectivity.

Traffic Lights and Turning Signals shall have 12 inch LED modules. Pedestrian Signals shall have a 16 inch Full Symbol Hand/Man indicator. Pedestrian push-buttons shall be ADA Compliant and must be installed with a 9 x 12 inch informational sign bezel above push-button.

Public Works requires all new Traffic Signal installations to provide a minimum of four (4) hours training for Public Works employees. Training shall include all signal operations, controller programming and timing coordination. In addition to employee training, controller timing sheets, conflict monitor certification and a comprehensive hard and electronic copy of all controller programming and signal configuration plans shall be submitted to Public Works prior to final acceptance.

3.5.17. SIGHT DISTANCE

Prior to the dedication of any public rights-of-way, adequate sight distances shall be demonstrated at all intersections. The design of all new multifamily, commercial and industrial driveways shall provide for adequate sight distance. All above ground features, such as transformer boxes, shall be located or relocated so as to not adversely affect sight distance in proximity to street intersections and driveways.

3.5.18. BICYCLE LANES

Traffic signs and/or pavement markings shall be installed on all street segments within or adjacent to a development to designate bicycle routes or bicycle lanes, as directed by Public Works or Community Development.

3.5.19. TRAFFIC CALMING

The design and placement of speed bumps or other traffic calming improvements on new or existing streets shall be considered by Public Works on a case-by-case basis, as identified in an approved traffic analysis.

3.5.20. STREET LIGHTS

All improvements plans are required to show streetlight locations. Street lights shall be installed at all intersections, midblock crosswalks, cul de sacs/hammerheads, and spaced at a minimum interval of 750' along roadways.

3.6. TRAFFIC POLICIES, MATERIALS AND EQUIPMENT STANDARDS:

Traffic policies, materials and equipment standards must comply with the applicable provisions of the MUTCD and Standard Specifications for Public Works Construction. It is the responsibility of the user of this manual to obtain the most current edition of those manuals.

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3.0 – STREETS

3.1. GENERAL

3.1.1. STANDARD REQUIREMENTS

Unless otherwise specified by City of Fernley (Public Works or Community Development) adopted standards, Standard Specifications and Details for Public Works Construction or items in this chapter, design of all streets and related improvements shall conform to the following: “Guidelines For Urban Major Street Design,” published by the Institute of Transportation Engineers (ITE), and American Association of State Highway Transportation Officials (AASHTO)” A policy on Geometric Designs of Highways and Streets”, and SSPWC latest editions. The more restrictive standard shall prevail for design.

3.1.2. RIGHT-OF-WAY REQUIREMENTS

Street width and alignments shall generally conform to these Review Guidelines and the Standard Details for Public Works Construction and elements thereof. All streets and alleys within a subdivision or development shall be improved and conform to Public Works standards. Additional right-of-way shall be provided near intersections as required by Public Works in order to facilitate turning movements and ADA accessibility.

3.1.3. PAVEMENT DESIGN AND IMPROVEMENT REQUIREMENTS

Street design shall conform to standard details and be based on the design sub grade resilience modulus (MR), R-value or California Bearing Ratio (CBR), provided in a soils (geotechnical) report prepared by a Nevada registered Civil Engineer and traffic data provided in the project traffic report prepared by a Nevada registered Traffic Engineer, submitted with the improvement plans. All soils report recommendations are to be incorporated into the design of the improvements. The minimum existing pavement condition index (PCI) accepted with improvement plans shall be 60.

3.1.4. BORING AND TEST PIT LOGS

All boring and test pit logs shall be shown on the plans. Where ground water is encountered, the elevation of ground water shall be indicated in all profiles.

3.2. DESIGN CRITERIA:

3.2.1. STREET GRADES

All streets shall have a minimum grade of 0.40% unless approved otherwise by Public Works, Commercial collector, arterial and expressway streets shall have a maximum grade of 6.0%. It is desirable to have a maximum grade of 6.0% on residential collector and local streets. However, streets with a northern exposure are allowed a maximum grade of 10.0% and streets with a southern exposure a maximum grade of 12.0%. The following criteria shall also apply to street grades.

- Grades in excess of 8.0% shall be limited to a horizontal tangent length of 400 feet.
- Grades in excess of 10.0% shall be limited to a horizontal tangent length of 200 feet.
- Grades in excess of 8.0% shall be provided with landings on both sides of the steeper section of grade 6.0% or less, 100 feet in length.

- On long grades, the steeper grades shall be provided near the bottom of the ascent wherever possible, with shallower grades near the top of the ascent.
- Street intersections shall not be allowed when the grade on the primary street exceeds 6.0% on streets with a northern exposure and 8.0% on streets with a southern exposure.
- “Roller-coaster” and “Hidden-dip” patterns may only be permitted on local streets.
- Sharp horizontal curvature shall not be introduced at or near the top of a pronounced crest vertical curve or near the bottom of a pronounced sag vertical curve.
- Maximum grade on a cul-de-sac shall be 6%.
- Cul-de-Sac’s shall not be permitted at the bottom of an incline unless otherwise approved by Public Works.

3.2.2 INTERSECTION GRADES

Street grades on the minor legs of intersections shall not exceed 4% for a minimum distance of 50 feet measured from the extension of the face of curb of the primary street through the intersection (improved to full Public Work Standards). Additional criteria are as follows:

- i. Street intersections of two local streets in a stop condition do not require a vertical curve at the intersection of the crown section with the street grade.
- ii. All other street intersections shall require a vertical transition at the intersection of the crown section with the street grade. Note: A local street is defined as having a maximum average daily traffic volume of 1,000 trips or, serving a maximum of 100 single family lots.

3.2.3. STREET CROWN

Street Crown – The street crown shall be 2.0% from the centerline to the lip of gutter, with a minimum of 1.0% and a maximum of 4.0%. Unless approved otherwise, the crown shall be at the centerline of the traveled way. Through streets shall maintain the centerline crown at all intersections.

3.2.4. VERTICAL CURVES

Vertical curves shall be provided wherever the algebraic difference between two intersecting grades is 2% or more, excluding intersections. Such curves shall be of sufficient length to provide the minimum sight and stopping distances as established by the AASHTO, for minimum design speeds of 10 MPH for local and collector streets, 40 MPH for minor arterial streets and 50 MPH for major arterial and expressway streets.

3.2.5. HORIZONTAL CURVES

Minimum horizontal curve radii shall be as specified in the following table:

*Minimum Horizontal Centerline Design
Radii for Streets*

Street Classification	Minimum Design Speed	With Normal Crown	With 2% Super Elevation -	With 4% Super Elevation -
Local Streets:				
Serving less than 20 lots	20mph	100ft		

Serving between 20 & 50 lots	25mph	185ft		
Serving more than 50 lots	30mph	300ft	250ft	230ft
Collector Streets	30mph	430ft	335ft	300ft
Minor Arterial Streets	40mph	820ft	630ft	565ft
Major Arterial & Expressway Streets	50mph	1,390ft	1,045ft	925ft

Note: On local and residential collector streets (less than 4000 ADT), lesser radii may be permitted by special alternate designs approved by Public Works which include traffic calming, short tangent sections and short radii to restrict the normal driver from exceeding posted speed. In no instance shall such reduced radius be less than 60 feet. Traffic calming alternatives are currently being considered by Public Works. Public Works will make the final determination on which alternative will be used on a case-by-case basis.

Minimum Stopping Sight Distance for City Streets

Design Speed V (Mph)	F (friction factor)		Minimum Stopping Sight Distance (ft.)
	Low Speed Urban Street Design	High Speed Urban Street Design	
20 ^{(1)*}	0.3		150
25 ^{(2)*}	0.25		150
30	0.22	0.16	200
40		0.15	325
50		0.14	475

The minimum design radius shall be determined using the following formula:

$$\text{Where, } R_{\min} = \frac{V^2}{15(e+f)}$$

V = Design Speed

R = Centerline Radius of roadway

e = Rate, decimal (For a normal crown section, e is assumed negative for adverse side). Super-elevation may be required by the City Engineer on higher speed streets. Maximum allowable super-elevation shall be four (4) percent.

f = Friction factor from the above table.

*Notes: Horizontal curves on local streets:

- (1) Serving 20 lots or less may be designed at 20 mph and posted at 15 mph; and

- (2) 50 lots or less at 25 mph, unless otherwise approved by Public Works.
(Lots shall include existing and future development.)

Curves on any street, except local streets, shall be separated by a tangent of not less than one hundred 100 feet. Unless specifically approved in a tentative map or other public review, no local street in a residential district shall have a tangent of greater than six hundred (600) feet or the distance of twelve (12) lots on one side of the street, whichever is less, unless it can be demonstrated that the tangent is visually broken by a vertical curve or that a longer tangent is necessary to preclude a traffic hazard.

3.2.6. DRIVEWAY GEOMETRY

Unless specifically approved or conditioned alternatively, Public Street, Private Street, and driveway sections (widths) shall be per the Public Works Standard Details. Alternate street sections may be used when approved by Public Works. Driveway access from single-family dwellings shall not be permitted on collector streets which are anticipated to carry more than four thousand (4,000) average daily vehicle trips.

All driveway locations are to be shown on improvement plans.

3.2.7. STREET SPACING

Street spacing and intersection placement shall be as follows:

Minimum distance between intersections unless otherwise approved by Public Works.

Classification	Downtown	Outside Downtown
Major arterial	1/3 mile (1,760')	½ mile (2,640')
Minor arterial	¼ mile (1,320')	1/3 mile (1,760')
Commercial collector	600 feet	800 feet
Residential collector/local	400 feet	400 feet
Local	200 feet	200 feet

3.2.8 MEDIAN OPENINGS

Median openings on arterial streets that have continuous raised center medians will not normally be permitted unless all of the following conditions exist:

- The property to be served has been determined by traffic analysis to significantly impact existing traffic patterns and has a minimum continuous frontage of 600 feet along the major street, or access easements are recorded to allow use of the opening by a minimum of two properties which combined has been determined by traffic analysis to significantly impact existing traffic patterns to warrant the opening.
- The median opening is not less than 700 feet from an intersection with an arterial street.
- The median opening is not less than 400 feet from an intersection with a collector or local street.
- The median opening is not less than 600 feet from any other existing or planned mid-block median opening.
- Sight distance is adequate for the design speed of the major street.

- f) All costs such as base material, pavements, safety lighting, traffic signals, landscaping, irrigation, reconstruction or Public Works relocation required by a mid-block opening will be borne by the requesting party.
- g) The design of median openings shall be subject to the requirements and approval of Public Works including storage lengths and tapers to AASHTO requirements.
- h) Median alternatives are subject to guidelines set by City of Fernley Access Management Policy - 2022. Applicable median alternatives are as follows:
 - o Traversable Median
 - o Two-Way Left Turn Median
 - o Non-Traversable Median

Median Alternatives shall be approved by Public Works prior to acceptance.

3.2.9. STREET INTERSECTING ANGLE

Any street or highway intersecting any other street or highway, shall intersect at an angle as near to a right angle as is practicable, unless otherwise approved by Public Works.

3.2.10. CUL-DE-SAC AND DEAD END STREET REQUIREMENTS

Cul-de-sacs and dead end streets shall conform to the latest adopted edition of the International Fire Code (IFC) requirements. Shared driveways may be terminated in a hammerhead. The minimum lot frontage on cul-de-sac streets shall be thirty (30) feet. "No Outlet" signs shall be posted on cul-de-sacs with length greater than 100'.

3.2.11. PRIVATE STREET REQUIREMENTS

Private streets shall be designed to City standards as directed in this manual, including horizontal and vertical alignment. Water, storm drain and sanitary sewer systems located within a private street shall be constructed to City standards. Gated private streets shall provide a means to turn around if gates are closed. All gates shall be accessible to the Fire District. Maintenance of the gates shall be by the private development. Signs shall be posted stating "Private Street, Not Maintained by City".

3.2.12. SHARED DRIVEWAYS

Shared driveways shall be structurally designed and paved with a minimum of 2 ½ inches of asphalt concrete pavement placed over an engineered base of not less than 6" of Type 2. Class B aggregate base.

3.2.13. PAVEMENT STRUCTURAL SECTION DESIGN CRITERIA

Design of the structural section for Asphalt Concrete Pavement for both public and private streets shall conform to the procedures as set forth in the current Asphalt Institute Manual Series No. 1 (MS-1) or American Association of State Highway and Transportation Officials (AASHTO) Design Guide, based on subgrade strength values determined by Resilient Modulus (MR) Value, Resistance (R) value or California Bearing Ratio (CBR), and traffic data provided in the approved traffic study for the project. Sufficient tests shall be made to fully evaluate each different soil type in the project. Major Arterial, Minor Arterial, Industrial and Commercial Streets shall be a Type 2 64-28NV/22NV asphalt concrete (AC) pavement mix design with hydrated lime (mineral filler) added at one and one-half percent of the weight of the dry aggregates. Collector and Local/Residential Streets shall be a Type 3 64-28NV/22NV asphalt concrete (AC) pavement mix design with hydrated lime (mineral filler) added at one and one-half percent of the weight of the dry aggregates. The minimum design life of the structural section shall be 20 years. Minimum street structural sections for both public and private streets shall be 4" AC on 6" Type 2, Class B aggregate base for local/residential streets, 5" AC on 8" Type 2, Class B aggregate base for minor arterial, industrial, commercial and collector

streets, and 6" AC on 12" Type 2, Class B aggregate base for expressways and major arterial streets. All streets, both public and private, which are to be utilized by construction vehicles during development, shall be designed to carry the maximum anticipated loads. Concrete streets may be permitted upon approval of structural designs by Public Works.

3.2.14. ASPHALT TEST CORE HOLES

Asphalt test core holes shall be plugged with 4,000 PSI non-shrink concrete grout per the Standard Specifications for Public Works.

3.2.15. CUL-DE-SACS AND KNUCKLES

Minimum grades around Cul-de-sacs and Knuckle-type intersections shall be 0.5%. The normal street crown with such a development may be increased to a maximum of 4.0% from the centerline to the lip of gutter. Knuckle turnouts are not allowed on streets serving more than 20 lots without prior approval by the Public Works. Cul-de-sacs lengths shall be measured from the front face of curb (or edge of pavement where no curb is present) of the intersecting street to the radius point of the bulb turnaround, unless provided with an emergency access designed to Public Works standards. The minimum right-of-way for the bulb shall be 6" beyond the sidewalk.

3.2.16. TEMPORARY CUL-DE-SACS

Temporary cul-de-sacs shall be constructed with a minimum of 2 ½ inches asphalt concrete pavement on an engineered base when located within the development. When located within an adjacent future developable area it shall conform to temporary emergency access road standards within an access easement. All temporary cul-de-sacs shall be a minimum 48-foot radius to right-of-way. Final approval for temporary cul-de-sacs will be required from the Fire District.

3.2.17. EMERGENCY ACCESS ROADS

Emergency access roads shall be a minimum 24 feet in width with a structural pavement section design to support a tandem axle load of 25 tons, unless otherwise approved by the Fire District. Grades shall not exceed the maximum for street grades unless otherwise approved by the Fire District and Public Works. It is intended that emergency access roads be open and usable at all times. Where required, access to emergency roadways at each entrance shall be controlled by an "Emergency Access Control Gate", shall be posted "For Emergency Vehicles Only", and shall be accessible to the Fire District. Maintenance of the gates shall be by the private development.

Temporary emergency access roads shall be surfaced with a minimum of 3 inches of Type 2, Class B Aggregate Base with and application of a minimum of 0.08 gallon per square yard of a non-latex emulsion asphalt seal coat, such as SS-1h, and adequate roadside drainage shall be provided. Where required, access to temporary emergency access roadways at each entrance shall be controlled by an "Emergency Access Control Gate", shall be posted "For Emergency Vehicles Only", and shall be accessible to the Fire District.

Permanent emergency access roads shall be paved with a minimum of 3 inches of Type 2 64-28NV/22NV asphalt concrete pavement on an engineered base and adequate roadside drainage shall be provided. Unless otherwise approved by Public Works, all improved accesses shall provide for vehicles to enter traffic "nose first".

3.2.18 MAINTENANCE ACCESS

Vehicular access for maintenance of City-owned sanitary sewer, water and storm drain facilities and their related appurtenances are to be constructed to a minimum un-encroached width of 12 feet, structurally designed to support a tandem axle loading of 25 tons, with adequate roadside drainage,

and are not exceed 12% in grade. Dead-end access roads in excess of 150 feet shall require termination in a hammerhead, turnaround or ‘Y’-turn.

Temporary maintenance access roads shall be surfaced with a minimum of 2 ½ inches of Type 2, Class B aggregate base, and adequate roadside drainage shall be provided. Where required, access to temporary maintenance access roadways at each entrance shall be controlled by an “Access Control Gate”, shall be posted “Maintenance Access Only”, and shall be accessible by City of Fernley Public Works.

Permanent maintenance access roads shall be paved with a minimum of 2 ½ inches of Type 3 64-28NV/22NV asphalt concrete pavement on an engineered base and adequate roadside drainage shall be provided. Unless otherwise approved by Public Works, all improved accesses shall provide for vehicles to enter traffic “nose first”. Where required, access to permanent maintenance access roadways at each entrance shall be controlled by an “Access Control Gate”, shall be posted “Maintenance Access Only”, and shall be accessible by City of Fernley Public Works.

3.2.19. TEMPORARY PATCHES

Temporary patches on public streets shall match the existing pavement depth but shall be a minimum of 3” thick and be composed of hot mix asphalt or cold mix paving materials. Aggregate base surface material shall not be used as a temporary surface on any cut unless the preexisting street surface was gravel or an aggregate base material. Hot mix asphalt may be required by City of Fernley Public Works or City of Fernley Quality Assurance Inspector for certain repairs where deemed necessary to maintain adequate driving conditions.

Hot Mix temporary patches shall be Type 3, PG64-28NV/22NV or Public Works approved equivalent, and compacted with approved mechanical tampers. Aggregate base under temporary patches shall be Type 2 Class B and be a minimum of 36” below the existing AC surface temporary patches shall not deviate more than ¾ inch above the existing pavement grade when measured from the bottom of a straight edge laid two feet beyond the patch on both sides of the existing pavement. In no case shall the elevation of the patch be lower than the existing adjacent pavement elevation. All loose material shall be removed from the temporary patch site immediately after completion of the patch. It will be the responsibility of the excavation and encroachment permittee to maintain the temporary patch until the permanent patch is completed and signed off by the Public Works.

Any temporary surface that fails to provide a non-deteriorating riding surface or fails to meet the requirements of these specifications shall be removed and replaced at the City of Fernley Public Work’s discretion, at the responsible person’s expense.

3.2.20 STREET CUT PENALTY PROGRAM

Street cut penalties will be calculated and charged per City of Fernley’s Street-Cut Ordinance.

3.2.20. ASPHALT SURFACE OR MATERIAL DEFECTS

“Rock Pockets” in the final surface of the asphalt and asphalt air voids or compaction deficiencies shall be addressed with Type II or Type III Slurry Seal, if applicable, or by patching or reconstruction as designated by Public Works.

3.2.21. LANDSCAPE MEDIAN

Where applicable, the use of raised landscape medians is preferred over the use of striped double left turn treatments to channelize and control left turn movements.

3.2.22. ALTERNATIVE PAVING SURFACES

Alternative paving surfaces such as stamped concrete or pavers may be considered on a case-by-case basis. Alternative paving surfaces shall be approved by Public Works.

3.2.23 RECYCLED ASPHALT BASE

Recycled asphalt base materials may be utilized as a substitute for Type 2 Class B aggregate base for use under bituminous pavement if it meets the following criteria:

- a) Recycled asphalt base material shall conform to the Standards and Specifications (Orange Book 2012), Subsection 200.01.04, Type I Recycled Asphalt Concrete Base.
- b) The Engineer of Record shall provide documentation to confirm that adequate testing was performed to ensure compliance with the Standards and Specification (Orange Book 2012).
- c) Recycled asphalt base shall not be substituted for Type 2, Class B aggregate base under any Portland Concrete structure.
- d) Density testing must be performed by ASTM standards. No direct-read nuclear gauge test will be allowed without proper correlation with Public Works. Nuclear gauge test reporting moistures will be rejected.
- e) For street reconstruction, AC grindings may be combined, in place, with base course and subgrade per gradation requirements set forth in Orange Book, Section 2001.01.04. Sufficient tests results shall be provided prior to approval for use.

3.2.24 RECYCLED ASPHALT PAVEMENT

Recycled asphalt content in asphalt mixes shall not exceed 15%.

3.2.25 MILL AND FILL REQUIREMENTS

Mill depth shall not exceed half the thickness of the existing pavement section. A minimum of 1.5 inches of existing pavement shall be left after milling. Milling and filling operations shall be performed over the full width of pavement.

3.3. TRAFFIC TECHNICAL REPORTS

Copies of technical analyses associated with street design and traffic device improvements are required by Public Works if improvements are going to generate 100 peak hour trips or more. Public Works may require a traffic study regardless of the number of trips generated by improvements, due to the improvement type and location. All traffic reports must reflect all cumulative impacts and mitigations of previously approved projects. An incomplete traffic report will result in a submittal rejection.

The following criteria shall be considered for a Traffic Report.

3.3.1. TITLE PAGE

- a) Project name
- b) Preparer's name, firm, date
- c) Professional engineer's seal of preparer and signature.

3.3.2. INTRODUCTION

- a) Site location
- b) Proposed project description.

3.3.3. TRAFFIC ANALYSIS

- a) Trip Generation.
 - i) To be calculated using Section 3.4, “Recommended Procedure for Estimating Trip Generation” in the latest edition of the I.T.E. Trip Generation Manual, or from a trip analysis of identical project. Analysis shall also include all conditioned and entitled projects in the area as well as projects in construction but not yet generating traffic.
- b) Pass-by Trip Reductions.
 - i) Must be approved on a case-by-case basis for traffic studies.
- c) Level-of-Service Analysis.
 - i) Calculations shall be based on the latest edition of the Highway Capacity Manual.
 - ii) Provide mitigation measures for intersection which operate at a level-of-service of D or less. Possible measures can be, but not limited to, signalization, channelized medians, turning lanes, storage lane increase, restricted turns and/or additional lanes. Advantages and disadvantages need to be included with mitigation measures.
- d) Warrant Analysis/Progression Analysis for Traffic Signals.
- e) Left/Right-Turn Storage Analysis.
 - i) Storage bay analysis must be performed at all study intersections and project driveways identified in the traffic study scope. Storage at signalized intersections is to be calculated utilizing the Poisson Method with a 95% confidence and a 3-minute wait. Storage at un-signalized intersections is to be calculated utilizing the uniform arrival rate with a 2-minute wait.
 - ii) Use existing and committed improvement lane configurations in the analysis.
 - iii) For phased improvements, the study will address improvements to be constructed with each phase and the associated participation for each phase.
- f) Traffic Accident Analysis.
 - i) Pedestrian and Traffic accident data shall be evaluated at intersections, median openings and mid-block locations for a minimum period of 3 years. The accident potential is to be analyzed with mitigation measure recommendations.
- g) Figures.
 - i) Vicinity map.
 - ii) Site plan map.
 - iii) Directional distribution
 - iv) Peak hour site only volumes.
 - v) Existing peak hour traffic volumes (current within 12 months).
 - vi) Future background traffic volumes.
 - vii) Future background with site traffic volumes.
 - viii) Existing geometrics and control.
 - ix) Recommended geometrics and control.
 - x) School walking routes for residential developments.
 - xi) Site plan or project boundary superimposed on aerial photograph.

3.3.4. CONCLUSION

- a) Improvement Impacts.
 - i. Benefits.
 - ii. Adverse effects with solutions for mitigation.

3.3.5. APPENDICES

- a) Planning Commission/City Council conditions.
- b) Site Plans (24" x 36" and 11" x 17").
 - i) Buildings with total area.
 - ii) Drive aisles
 - iii) Public and Private Street names.
 - iv) Medians.
 - v) Right-of-Way.
 - vi) Opposing/Adjacent driveways.
 - vii) Gated Entries.
- c) NDOT's Access Management System and Standards Statement of Conformance (if applicable).
- d) Calculations.

3.4. SIDEWALKS, CURB AND GUTTERS, DRIVEWAY APPROACHES, CURB-CUTS, ALLEY AND BIKEWAYS:

3.4.1. SIDEWALK AND CURB AND GUTTER REQUIREMENTS

Public sidewalks, curbs and gutters shall be installed or existing improvements replaced when deteriorated or displaced, including paving between street cut and gutter line on all streets, except sidewalks may only be omitted where the sidewalk has been waived by Public Works. In no instance, shall sidewalks be less than 5 feet in width. Pedestrian ways shall be provided from all public sidewalks to the entrance of buildings as required by Public Works. Necessary right-of-way shall be dedicated, or easement granted as required by Public works. In new developments, sidewalk requirements shall be determined at time of tentative map or parcel map approval, or if sidewalk is impractical or is unnecessary for pedestrian access purposes as determined by Public Works. Sidewalks in commercial or industrial developments outside of City of Fernley Public Right-of-Way may be deferred until a building permit is issued. Sidewalks, Curbs and gutters and pedestrian ramps shall be constructed with 4,000 PSI fiber-reinforced Portland Cement Concrete, per Public Works standards. Glue-down curbs are not permitted at edge of pavement. Volumetric Concrete Mixers shall be certified as Ready Mixed Concrete Plant Facility by National Ready Mixed Concrete Association (NRMCA). Sidewalks shall meet the required 2.0% maximum cross slope per the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and Public Right-of-Way Accessibility Guidelines (PROWAG).

3.4.2. UNUSED DRIVEWAYS

Unused driveways shall be replaced with new curb, gutter, and sidewalk.

3.4.3. PEDESTRIAN RAMPS FOR THE DISABLED

"Pedestrian Ramps for the Disabled" shall be provided at all curb returns in accordance with Public Works standards. A minimum of one mid-block ramp shall be provided at 'T'-intersections. Pedestrian Ramps at mid-block are not required within residential developments, unless requested by City Engineer. Alignment of ramps shall provide for minimum pedestrian exposure to traffic during crossing of streets. Truncated domes are required on all new and reconstructed pedestrian ramps to meet ADA and PROWAG requirements.

3.4.4. PROPERTY LINES AT INTERSECTIONS

Property lines at intersections shall accommodate the installation of the "Pedestrian Ramps for the Disabled" and additional required sidewalk entirely within the right-of-way. Property lines at 'T'-intersections shall accommodate the installation of the mid-block ramp and additional required sidewalk entirely within the right-of-way.

3.4.5. CURB RETURN RADIUS

Unless specifically approved otherwise, curb returns shall have minimum face of curb radii of 20 feet on local streets, 25 feet on collector streets, 30 feet on minor arterial streets and 40 feet on major arterial and expressway streets.

3.4.6. DRIVEWAY SPACING

Driveway spacing requirements shall meet the requirements set forth by the City of Fernley Access Management Policy.

Minimum spacing between driveways on local/residential streets shall be 10 feet from low point to low point of the driveway taper, based on a minimum of 5 feet from property line. The maximum grade for residential driveways shall be 14%.

3.4.7. BIKEWAY DESIGN CRITERIA

The design of bikeways shall conform to the AASHTO “Guide for Development of New Bicycle Facilities”, latest edition, unless otherwise specified by City ordinance, Standard Specifications and Details for Public Works Construction, or item in this section.

The structural section for bicycle and pedestrian path facilities shall be based on a soils report recommendation. The minimum structural section shall be 2 ½ inches of Type 2 or Type 3 64-28NV asphalt concrete pavement over 6 inches of Type 2 Class B aggregate base, except where they are integrated with adjoining pavement for vehicular access, the associated minimum street structural section shall apply.

3.4.8. SIDEWALK AND GUTTER OBSTRUCTION REQUIREMENTS

No obstruction (i.e., power poles, street lights, signal poles and controls, water meter boxes, pull boxes, mail boxes, fire hydrants, etc.) shall be allowed to be located within public sidewalks or pedestrian ways, or within sight triangle, except as may be allowed by Public Works where obstructions exist within existing improvements. A minimum unobstructed clearance of 36” shall be maintained from any obstacle. Additional right-of-way or easement shall be provided where required.

The use of permanent curb ramps of any type, in the public right-of-way, for vehicle transition from the street over the curb is prohibited. A removable, non-permanent ramp may be used to assist a vehicle over the curb, but shall be removed after each use.

3.4.9. CUT AND FILL SLOPES

Cut and fill slopes shall be consistent with the recommendations of the soil engineer, engineering geologist, and the Public Works Director/City Engineer.

When there are cut/fill slopes between properties, the property line shall be located at the top of the slope to encourage maintenance of the slope area.

Terraced slopes are allowed. The following design elements shall be included and implemented as a part of a terrace design solution:

- a) Retaining walls and/or rockery walls
- b) Landscaping with permanent irrigation
- c) Wall and landscape maintenance

- d) Address wall stability:
 - (i) Static loads
 - (ii) Seismic conditions
 - e) Provide a six foot (6) minimum landscape buffer between the back of sidewalk and face of wall.
- Cut or Fill slopes shall be constructed no steeper than 3 horizontal to 1 vertical. Cut or fill slopes steeper than 3 horizontal to 1 vertical shall be reviewed on a case-by-case basis.

Cut or Fill slopes shall be designed to blend into the natural topography.

All Cut or Fill slopes shall be stabilized against erosion with revegetation or placement of rip rap:

- (1) All slopes utilizing vegetation for stabilization shall include temporary and/or permanent irrigation to be determined by the soils engineer or landscape architect.
- (2) Revegetation seed mix shall be compatible with the on-site soil conditions (such as alkaline, Salt or upland).
- (3) Slopes shall be revegetated within the growing season (May-September). If the work cannot be completed within that timeframe, the developer/contractor shall provide surety for completion during the next growing season and maintain alternative means of stabilization until revegetation is established.
- (4) If rock rip rap is utilized for stabilization it shall be sized by the soils engineer and include recommendations for fabric underlayment and details to key the fabric or rip rap into the slope.

A final geotechnical report shall be submitted to and approved by the Public Works Director or City Engineer prior to the construction of fills. Fills that are greater than 20 feet in height and/or are to be constructed on natural slopes of 10 degrees (6 horizontal: 1 vertical) or greater shall require complete geotechnical analysis.

Retaining walls and rockery walls shall be designed by a licensed professional engineer and reviewed and permitted by the City of Fernley Building Department.

All retaining walls constructed within the public right of way must have an easement granted of sufficient width on the private property to maintain and reconstruct the wall.

Anti-graffiti treatment shall be incorporated on all masonry or concrete retaining walls.

Handrails and/or fall protection shall be incorporated into the design when slopes or retaining walls create fall hazards.

3.4.10. MULTIFAMILY, COMMERCIAL AND INDUSTRIAL DRIVEWAYS

All multifamily, commercial, and industrial driveway approaches shall enter properties via a standard curb-cut and driveway with spandrel. All multifamily, commercial and industrial driveways shall have well defined locations. Large, paved areas adjacent to the traveled roadway shall not be permitted. Driveways shall comply with the City of Fernley Access Management Policy. Driveways used for emergency access only can utilize the standard detail for commercial driveways.

3.4.11. ALLEY REQUIREMENTS

Alleys required to serve a development shall be installed or existing improvements replaced when deteriorated. The minimum structural section shall be 3 inches of asphalt concrete pavement on 6

inches of Type 2, Class B aggregate base. Alleys shall be constructed or reconstructed to full width. Longitudinal grades in alleys shall conform to standards for streets, with a cross slope of 2.0% minimum from the property line toward the center of the alley. Off-site alley improvements may be required by Public Works for provision of safe and adequate access to the subject site.

3.4.12. ADA COMPLIANT

All sidewalks, curb and gutters, driveways approaches, curb cuts, alleys and bikeways shall be ADA and PROWAG Compliant as specified by Public Works.

3.4.13. CONSTRUCTION DEBRIS

All public streets are to be kept free and clean of construction debris. If debris is accumulated throughout the work day, it is to be removed prior to leaving the site. Failure to clean construction sites may result in work stoppage until issue is addressed.

3.5. TRAFFIC DEVICES, CONSTRUCTION TRAFFIC CONTROL, AND TRAFFIC CALMING:

3.5.1. MUTCD COMPLIANCE

The application, design, and installation of traffic control devices shall be in accordance with the Manual on Uniform Control Devices (MUTCD), latest edition, published by the Federal Highway Administration.

3.5.2. INSTALLATION AND REMOVAL OF TRAFFIC CONTROL DEVICES

Traffic control devices shall be installed or modified if warranted as determined by and approved traffic study/analysis for new development projects, and/or as directed by Public Works.

Traffic calming devices shall be considered in traffic studies/analyses.

3.5.3. STREET NAME SIGNAGE

Street name signs to Public Works standards shall be installed at all intersections and may be required on arterial streets in advance of intersections. Where private streets intersect public streets, standard signs that say, "Private Street Not Maintained by City" shall be installed.

3.5.4. SPEED LIMIT SIGNAGE

Speed limit signs shall be installed in proximity to all arterial or collector street intersections, and on local streets having a different speed limit than the intersecting street. Posted speeds on City streets shall be 25 MPH on local and collector streets, 35 MPH on minor arterial streets and 45 MPH on major arterial streets, unless designated otherwise by Public Works or to maintain consistency with City policies or law. Speed limit signage shall be installed on all streets where the limit changes from one speed to another.

3.5.5. SPEED CONTROL SIGNAGE ON CURVES

When the design speed of a curve falls below the posted speed limit, curve warning signage with an advisory speed plate and 4 inch double solid yellow centerline striping shall be installed from beginning of curve to end of curve.

3.5.6. NO OUTLET SIGNAGE ON CUL-DE-SAC

A "No Outlet" sign shall be installed at the entrance to any cul-de-sac exceeding 100 feet in length.

3.5.7. ONE WAY STREET SIGNAGE AND STRIPING

At driveways on minor street intersections with one-way or median-divided streets, “One Way” and/or “Right (Left) Turn Only” signs shall be installed. Corresponding pavement markings may also be required.

3.5.8. PARKING CONTROL SIGNAGE AND STRIPING

Parking control signs shall be installed and curbs painted at street intersections, at fire hydrants, adjacent to driveways, and other locations as required. Curb colors are red for parking prohibited, yellow for restricted parking, and blue for handicapped parking. The top and face of the curb shall be painted with standard traffic paint. Parking is prohibited within 15 feet centered on the fire hydrant; Fire District policy establishes locations for required hydrant markers.

3.5.9. PARKING METERS

Installations of parking meters poles and parking space marking may be required. Installation of parking meters shall only be performed by the City. Meter bags may be obtained from the Community Development Department.

3.5.10. STRIPING

All longitudinal striping shall be NDOT Type II waterborne paint applied in two coats. The pavement surface shall be cleaned and dry prior to the application of the paint striping.

When half street improvements are constructed abutting existing pavement, the entire width of the street and adjacent transition area shall be striped in accordance with applicable MUTCD and Public Works standards. Existing, conflicting pavement markings shall be removed by grinding. Blacking out markings is not an approved removal method.

3.5.11. STOP AND YIELD MARKINGS

Stop bars, yield lines, cross walks, bike lanes and word symbols shall be thermoplastic material, beads shall be required. Only stop bars and yield lines are required on local/residential streets, unless it is a four-way stop condition or the local/residential street abuts a collector street. Crosswalks are required on collector and arterial streets and intersections. The pavement surface shall be cleaned and dry prior to the application of the paint striping.

3.5.12. SCHOOL TRAFFIC DEVICES

School-related traffic devices shall be installed, relocated, or removed as required, and as consistent with the applicable “safe route to school plan”. New or updated “safe route to school plans” shall be required in conjunction with the development of new schools or expansion of existing schools. The “Nevada School Traffic Safety Handbook” establishes guidelines for the application of school-related traffic devices.

3.5.13. END OF ROAD WARNING SIGNS

Type 3 barricade end of roadway markers shall be installed at the end of streets (except fully improved residential cul-de-sacs). For street ends where there is a significant elevation change adjacent or there is a need to control access, barrier rail, guardrail, or barricades may also be required.

3.5.14. MEDIAN STRIPING AND MARKERS

When triangle islands are considered at street or driveway intersections, the curb shall be painted white and reflective markers installed at the corners. The ends of center medians shall be painted yellow and reflective markers installed at the ends and along the median.

3.5.15. REPLACEMENT OR RELOCATION OF EXISTING TRAFFIC SIGNALS

When new construction affects elements of an existing traffic signal, or as determined by an approved traffic analysis, relocation and/or replacement is required. Public Works will coordinate replacement or relocation of existing traffic signals.

3.5.16. NEW TRAFFIC SIGNALS OR MODIFICATIONS TO EXISTING

Installation of new traffic signals or modification of existing signals shall comply with the Standard Specifications for Public Works and the City of Fernley Development Code.

Traffic Signals shall be controlled by a loop detection system only. Video-detection shall only be used when approved by Public Works. A Traffic Signal Cabinet shall contain a controller, Battery Backup System (BBS) and conflict monitor. The controller shall be a NAZTEC 980 TS2 Controller with EEPROM Module or approved equal. The BBS and conflict monitor shall all be NEMA compliant and shall be compatible with the specified controller. Traffic Signals must be installed with an Optical Preemption Detector and Optical Signal Processor (OSP). The Traffic Signals shall be installed with timing coordination through Global Positioning System (GPS) synchronizing equipment and wireless connectivity.

Traffic Lights and Turning Signals shall have 12 inch LED modules. Pedestrian Signals shall have a 16 inch Full Symbol Hand/Man indicator. Pedestrian push-buttons shall be ADA Compliant and must be installed with a 9 x 12 inch informational sign bezel above push-button.

Public Works requires all new Traffic Signal installations to provide a minimum of four (4) hours training for Public Works employees. Training shall include all signal operations, controller programming and timing coordination. In addition to employee training, controller timing sheets, conflict monitor certification and a comprehensive hard and electronic copy of all controller programming and signal configuration plans shall be submitted to Public Works prior to final acceptance.

3.5.17. SIGHT DISTANCE

Prior to the dedication of any public rights-of-way, adequate sight distances shall be demonstrated at all intersections. The design of all new multifamily, commercial and industrial driveways shall provide for adequate sight distance. All above ground features, such as transformer boxes, shall be located or relocated so as to not adversely affect sight distance in proximity to street intersections and driveways.

3.5.18. BICYCLE LANES

Traffic signs and/or pavement markings shall be installed on all street segments within or adjacent to a development to designate bicycle routes or bicycle lanes, as directed by Public Works or Community Development.

3.5.19. TRAFFIC CALMING

The design and placement of speed bumps or other traffic calming improvements on new or existing streets shall be considered by Public Works on a case-by-case basis, as identified in an approved traffic analysis.

3.5.20. STREET LIGHTS

All improvements plans are required to show streetlight locations. Street lights shall be installed at all intersections, midblock crosswalks, cul de sacs/hammerheads, and spaced at a minimum interval of 750' along roadways.

3.6. TRAFFIC POLICIES, MATERIALS AND EQUIPMENT STANDARDS:

Traffic policies, materials and equipment standards must comply with the applicable provisions of the MUTCD and Standard Specifications for Public Works Construction. It is the responsibility of the user of this manual to obtain the most current edition of those manuals.

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