



N E V A D A

AGENDA
Regular Meeting
City Council

Wednesday, February 5, 2025 • 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 - Joe Mendoza

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. Discussion and Possible action to approve amendment No. 1 with Lumos & Associates for engineering design and construction services for installation of a new flashing beacon on Farm District Road and Jasmine Lane for a Solar Option in an amount not to exceed \$25,651.00.

2.5. Possible action to authorize the execution of the water rights banking and dedication agreement with Milton T. Miller and Kara L. Miller, APN 020-361-18 TCID serial number 1057-A in the amount of 9.0 acre feet.

2.6. Discussion and Possible action to approve a contract with Keller Associates to provide a Preliminary Engineering Report for the Caustic Soda pipe leaking issue presently occurring at the Water Treatment Plant's Chemical Building, outside conveyance manhole locations, and at the Microfiltration Building; and provide evaluation of the air compressors and pneumatic supply. The proposal is not to exceed the amount of \$53,300

2.7. Discussion and Possible action to approve a purchase of equipment and parts through Meurer Research (MRI) for the sludge collector retrofit at the Water Treatment Plant in an amount not to exceed \$23,407.00

2.8. Discussion and Possible action to approve a contract with JUB Engineering for Engineering Design Services for Mesa Drive Water Main Replacement in the amounts of \$41,000.

2.9. Discussion and Possible action to approve a contract with Lumos and Associates for Engineering Design Services for Pond Relining for Ponds 4A & 4B located at the Wastewater Treatment Plant for an amount of \$94,000

2.10. Consideration and Possible Action to approve a Final Subdivision Map (FSM20001) for Sunrise Trails Phase 1, on a site approximately $\pm$ 3.02-acres in size to develop 30 lots in the MF30 (Multi-Family 30du/ac) zoning district, generally located east of the terminus of Chisholm Trail (APN: 021-272-41).

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.

3.2. State of Nevada Legislative update

4. PROCLAMATIONS BY THE MAYOR

5. PRESENTATIONS

- 5.1. Presentation and discussion regarding the City's quarterly financial report
- 5.2. Presentation and Discussion by Lyon County Human Services, regarding Fernley Specific service numbers for last fiscal year.

6. PUBLIC HEARINGS

- 6.1. (For possible action) Discussion and possible action regarding Bill #355 in association with a proposed Zoning Map Amendment (ZMA 24001), Major Deviation (MJD 24001), and Tentative Subdivision Map (TSM 24001), a request by KLS Planning & Design on behalf of The 1903 Trust for 1) changing the zoning designation from RR1/2 to SF6; 2) an appeal to the Planning Commission denial of the reduction of side setback requirements from a combined total of 20 feet to a combined total of 10 feet; and 3) the division of approximately 47.52 acres into 158 single-family lots. The project is located at the northeast corner of Farm District Road and Red Rock Road (APN 021-343-20).
- 6.2. (For possible action) Discussion and possible action regarding Bill #353 in association with a proposed Zoning Map Amendment (ZMA 24002) and Tentative Subdivision Map (TSM 24002), a request by Phelps Engineering, Inc on behalf of Creekwood Development Group for 1) changing the zoning designation from SF20 (Single-Family Residential; 20,000 square foot minimum) to SF6 (Single-Family Residential; 6,000 square foot minimum; and 2) the division of approximately 39.67 acres into 153 single-family lots. The project is located on the south side of Farm District Road between Browne Lane and Rainbow Lane (APN 021-303-20).

7. RESOLUTIONS

- 7.1. Discussion and Possible Action to Approve Resolution 25-003 updating the City of Fernley Internal Agenda Process.

8. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

- 8.1. Possible Action to request a future agenda item to look into establishing impact fees. (Councilman Torres)
- 8.2. Possible Action to request a future agenda item to look into establishing special assessment districts. (Councilman Hanan)
- 8.3. Possible Action to request a future agendas item regarding establishing qualifications for waivers for city services in the future. (Councilman Hanan)
- 8.4. Possible Action to request a future agendas item regarding a presentation from City Attorney Mouritsen on which documents are considered public records and which documents are not public records. (Councilman Mendoza)

9. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

10. PUBLIC FORUM

11. ADJOURNMENT

Next Meeting: February 19th @ 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
AIT ADVANCED INTERPRETING & TRANSLATION								
8498	AIT ADVANCED INTERPRETING & TRANSLATION	202501A-FMC-	Spanish - Mario Molina-Contreras and Eduardo Chevez-Servil	01/06/2025	160.00	01/16/2025	100-425-330 Prof Serv-Interpreter	125
Total 8498:					160.00			
ALHAMBRA								
4688	ALHAMBRA	7661929011625	water service	01/16/2025	115.41		510-810-614 Shop Supplies	125
Total 4688:					115.41			
ALLDATA LLC								
8930	ALLDATA LLC	INVC05255544	ALLDATA Automotive Repair Services	01/13/2025	361.60	01/16/2025	100-480-342 Tech Services-Other	125
Total 8930:					361.60			
ARAMARK (VESTIS)								
1895	ARAMARK (VESTIS)	5980255743	shirt contract	12/17/2024	75.63	01/16/2025	100-480-420 Outside Services	1224
1895	ARAMARK (VESTIS)	5980261127	PS rags and rugs	01/07/2025	124.12	01/16/2025	510-840-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980261135	shirt contract	01/07/2025	75.63	01/16/2025	100-480-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980261136	Clothing/Floor Mats	01/07/2025	75.37	01/16/2025	100-475-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980261137	shop mat service	01/07/2025	85.56	01/16/2025	100-475-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980261138	pants service	01/07/2025	84.32	01/16/2025	510-810-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980261140	Floor Mats	01/07/2025	199.26	01/16/2025	100-417-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980262951	shirt contract	01/14/2025	75.63	01/23/2025	100-480-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980262952	Clothing/Mats	01/14/2025	75.37	01/16/2025	100-475-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980262953	pants service	01/14/2025	84.32	01/23/2025	510-810-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980264755	PS rags and rugs	01/21/2025	124.12	01/23/2025	510-840-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980264763	shirt contract	01/21/2025	75.63	01/23/2025	100-480-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980264764	Clothing/Floor mats	01/21/2025	75.37	01/23/2025	100-475-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980264765	shop mat service	01/21/2025	85.56	01/23/2025	100-475-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980264766	pants service	01/21/2025	84.32		510-810-420 Outside Services	125
1895	ARAMARK (VESTIS)	5980264768	Floor Mats	01/21/2025	199.26	01/23/2025	100-417-420 Outside Services	125
Total 1895:					1,599.47			
AT&T								
13	AT&T	1302938907	07048 WTP Ethernet Dec 24 12/1-12/31	01/01/2025	4,721.56		100-417-530 Communications	125
13	AT&T	96145 JAN 25	131 252-8129 614 5	01/02/2025	230.00	01/24/2025	100-417-530 Communications	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
13	AT&T	96145 JAN 25	131 252-7192 857 4	01/02/2025	308.16	01/24/2025	100-417-530	Communications	125
Total 13:					5,259.72				
AT&T LONG DISTANCE									
448	AT&T LONG DISTANCE	815519343 JAN 25	815519343 Jan- 2025	01/04/2025	97.68	01/16/2025	100-417-530	Communications	125
Total 448:					97.68				
BIG R OF FERNLEY									
20	BIG R OF FERNLEY	21156/5	Maintenance Supples	01/08/2025	187.61	01/16/2025	520-810-614	Shop Supplies	125
20	BIG R OF FERNLEY	21157/5	WWTP Chlorine Pump Fittings	01/08/2025	4.99	01/16/2025	520-810-614	Shop Supplies	125
20	BIG R OF FERNLEY	21159/5	PS electrical supplies	01/08/2025	37.98	01/16/2025	510-840-614	Shop Supplies	125
20	BIG R OF FERNLEY	21190/5	METER TECH SUPPLIES	01/13/2025	58.84	01/16/2025	510-810-614	Shop Supplies	125
20	BIG R OF FERNLEY	21193/5	Propane	01/14/2025	266.13	01/16/2025	100-475-623	Propane	125
20	BIG R OF FERNLEY	21194/5	METER TECH SUPPLIES	01/14/2025	26.96		510-810-614	Shop Supplies	125
20	BIG R OF FERNLEY	21205/5	Nuts and bolts	01/15/2025	1.60	01/23/2025	520-810-614	Shop Supplies	125
20	BIG R OF FERNLEY	21211/15	Hardware	01/16/2025	73.95	01/16/2025	100-475-600	General Supplies	125
20	BIG R OF FERNLEY	21221/5	Chainsaw Chains	01/17/2025	143.94	01/23/2025	100-475-600	General Supplies	125
20	BIG R OF FERNLEY	21222/5	soft copper and flare tool	01/17/2025	34.30	01/23/2025	510-810-614	Shop Supplies	125
20	BIG R OF FERNLEY	21239/5	well 9A parts	01/21/2025	14.99		510-810-614	Shop Supplies	125
20	BIG R OF FERNLEY	21248/5	PS backflow test cock plugs	01/22/2025	29.94	01/23/2025	510-840-614	Shop Supplies	125
20	BIG R OF FERNLEY	21250/5	Toilet brush/paint	01/22/2025	37.94	01/23/2025	100-417-612	Building Maint Supplies	125
20	BIG R OF FERNLEY	21261/5	Pruden Yearly Boots	01/24/2025	234.95		100-475-616	Safety Supplies	125
20	BIG R OF FERNLEY	21273/5	Paint Supplies	01/27/2025	41.95		100-417-600	General Supplies	125
20	BIG R OF FERNLEY	21281/5	Tubing, Rope & Clamps	01/28/2025	21.59		520-810-614	Shop Supplies	125
Total 20:					1,217.66				
BOB'S PRINTING AND SIGNAGE									
6970	BOB'S PRINTING AND SIGNAGE	122024-2	Name Plate	01/07/2025	28.44	01/16/2025	100-425-550	Printing and Postage	125
Total 6970:					28.44				
BUREAU OF RECLAMATION									
3438	BUREAU OF RECLAMATION	LO-630	2024-2025 Upstream Storage advance payment	01/14/2025	20,447.00	01/23/2025	510-810-698	Water Rights Protection	125
Total 3438:					20,447.00				
CALIFORNIA AQUASTORE									
9041	CALIFORNIA AQUASTORE	25-Fern-001	PS Solids tank cathodic protection system installation/repair	01/21/2025	15,800.00	01/23/2025	510-840-430	Outside Serv-Repair & Maint	125
Total 9041:					15,800.00				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CDW GOVERNMENT INC.								
27	CDW GOVERNMENT INC.	AC2TY2H	PROLINE FIBRE Optic	01/08/2025	30.50	01/16/2025	100-418-600 General Supplies	125
27	CDW GOVERNMENT INC.	AC3FY2H	Computer equipment for up front	01/13/2025	493.19	01/23/2025	100-605-605 Minor Equipment	125
27	CDW GOVERNMENT INC.	AC4A53W	IT TRENDNET MINI GBIC	01/18/2025	49.00	01/23/2025	100-418-600 General Supplies	125
Total 27:					572.69			
CERRIS SYSTEMS RENO, INC.								
9033	CERRIS SYSTEMS RENO, INC.	6589	PS Chem building HVAC sheaves replacement	01/20/2025	2,644.00	01/23/2025	510-840-424 Outside Serv-HVAC	125
Total 9033:					2,644.00			
CFA, A BOWMAN COMPANY								
499	CFA, A BOWMAN COMPANY	469871	In Town Park Bidding Services	12/31/2024	183.00	01/23/2025	230-575-730 Improve Other than Buildings	1224
Total 499:					183.00			
CHAMPION CHEVROLET								
405	CHAMPION CHEVROLET	12/11/2024	2025 Chevrolet Silverado 3500HD with Service Body VIN 1G	12/11/2024	56,964.25	01/24/2025	100-575-742 Vehicles	1224
Total 405:					56,964.25			
CHARTER COMMUNICATIONS								
4479	CHARTER COMMUNICATIONS	175969701010125	69701 595 Silver Lace Jan25 01/01- 01/31	01/01/2025	1,336.57	01/16/2025	100-417-530 Communications	125
4479	CHARTER COMMUNICATIONS	175970201010125	7020 355 Cottonwood 1/1-2/03/25	01/01/2025	386.57	01/16/2025	100-417-530 Communications	125
Total 4479:					1,723.14			
CITY OF FERNLEY								
32	CITY OF FERNLEY	30.7838.17 JAN 25	NEW TREATED WATER RESERVOIR WTP	01/02/2025	90.17	01/16/2025	510-166100 Construction In Progress	125
Total 32:					90.17			
COLONIAL INSURANCE								
3520	COLONIAL INSURANCE	31039340201069	E3103934 SUPPLEMENTAL INSURANC	02/01/2025	361.10		100-218000 COLONIAL INSURANCE PAYABL	225
Total 3520:					361.10			
CONSTRUCTION MATERIALS ENGINEERS								
5587	CONSTRUCTION MATERIALS ENGINEERS	17087	CRRC Inspections	12/31/2024	12,656.50	01/16/2025	220-480-810 ARPA	1224
Total 5587:					12,656.50			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
CUMMING MANAGEMENT GROUP, INC								
8889	CUMMING MANAGEMENT GROUP, INC	160784	CRRC Services December 1 December 31 2024	12/31/2024	34,034.00		220-480-810 ARPA	1224
Total 8889:					34,034.00			
DOWL, LLC								
8931	DOWL, LLC	12312024	Surveying Services	12/31/2024	6,172.50	01/16/2025	100-610-320 Prof Serv-Engineering	1224
8931	DOWL, LLC	7363.30292.02-4	GIS Database Services	12/31/2024	614.00	01/16/2025	510-810-320 Prof Serv-Engineering	1224
8931	DOWL, LLC	7363.30292.02-4	GIS Database Services	12/31/2024	614.00	01/16/2025	100-417-320 Prof Serv-Engineering	1224
8931	DOWL, LLC	7363.30292.02-4	GIS Database Services	12/31/2024	614.00	01/16/2025	520-810-320 Prof Serv-Engineering	1224
8931	DOWL, LLC	7363.30292.02-4	GIS Database Services	12/31/2024	614.00	01/16/2025	100-475-320 Prof Serv-Engineering	1224
8931	DOWL, LLC	7363.30292.02-4	GIS Database Services	12/31/2024	614.00	01/16/2025	100-575-320 Prof Serv-Engineering	1224
Total 8931:					9,242.50			
EDAWN								
5320	EDAWN	11979	City of Fernley Annual Support 24/25	01/09/2025	12,500.00	01/16/2025	100-412-581 Dues and Memberships	125
Total 5320:					12,500.00			
EMPLOYEES, CITY OF FERNLEY								
8639	EMPLOYEES, CITY OF FERNLEY	11025	REIMB FOR R3 PLANS EXAM TEST	01/10/2025	240.00	01/16/2025	100-605-580 Training	125
8639	EMPLOYEES, CITY OF FERNLEY	11025	REIMB FOR MEALS/INCIDENTALS	01/10/2025	174.00	01/16/2025	100-605-582 Travel	125
8639	EMPLOYEES, CITY OF FERNLEY	11525	REIMB FOR R3 PLANS EXAM TEST	01/15/2025	240.00	01/16/2025	100-605-580 Training	125
8639	EMPLOYEES, CITY OF FERNLEY	11525	REIMB FOR MEALS/INCIDENTALS	01/15/2025	129.11	01/16/2025	100-605-582 Travel	125
8639	EMPLOYEES, CITY OF FERNLEY	11625	REIMB FOR COLLECTION CERTIFICATION	01/16/2025	130.00	01/16/2025	520-810-642 Licenses and Permits	125
8639	EMPLOYEES, CITY OF FERNLEY	DEC 24/ JAN 25/ FEB 25	DEC 2024 EMPLOYEE OF THE MONTH	01/27/2025	50.00		100-412-586 Employee Recognition	125
8639	EMPLOYEES, CITY OF FERNLEY	DEC 24/ JAN 25/ FEB 25	JAN 2025 EMPLOYEE OF THE MONTH	01/27/2025	50.00		100-412-586 Employee Recognition	125
8639	EMPLOYEES, CITY OF FERNLEY	DEC 24/ JAN 25/ FEB 25	FEB 2025 EMPLOYEE OF THE MONTH	01/27/2025	50.00		100-412-586 Employee Recognition	125
Total 8639:					1,063.11			
F.W. CARSON CO								
8993	F.W. CARSON CO	12125	EARNED INTEREST FOR VILLA PARK	01/21/2025	340.23	01/23/2025	100-360-100 Interest Earnings	125
8993	F.W. CARSON CO	Pay Req 7A CRRC	Villa Park Improvement Project	07/30/2024	6,713.15	01/23/2025	520-166100 Construction In Progress	724
Total 8993:					7,053.38			
FAST GLASS								
798	FAST GLASS	IFA067137	Plexi Glass	01/13/2025	1,580.00	01/16/2025	100-475-600 General Supplies	125
798	FAST GLASS	IFA067138	Plexi Glass	01/13/2025	600.00	01/16/2025	100-475-600 General Supplies	125
Total 798:					2,180.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
FERNLEY COMMUNITY FOUNDATION								
8668	FERNLEY COMMUNITY FOUNDATION	FCF FinalFY24-25R1	FCF FINAL FY24-25 RI July-Dec	01/14/2025	4,575.00	01/16/2025	225-575-650 Community Support	125
Total 8668:					4,575.00			
FLORES, ROBERT C.								
9012	FLORES, ROBERT C.	10825	PLANNING COMMISSION STIPEND	01/08/2025	80.00	01/16/2025	100-610-322 Prof Serv-Other	125
Total 9012:					80.00			
FLYERS ENERGY, LLC								
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-VECTOR	12/15/2024	35.80	01/16/2025	100-528-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-STREETS	12/15/2024	987.38	01/16/2025	100-475-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-BLD	12/15/2024	194.33	01/16/2025	100-605-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-PARKS	12/15/2024	502.96	01/16/2025	100-575-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-WW	12/15/2024	1,226.46	01/16/2025	520-810-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-ANIMAL CONTROL	12/15/2024	238.50	01/16/2025	100-525-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-WD	12/15/2024	1,384.44	01/16/2025	510-810-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-FLEET	12/15/2024	155.19	01/16/2025	100-480-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-FACILITIES	12/15/2024	420.14	01/16/2025	100-417-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-WTP	12/15/2024	49.09	01/16/2025	510-840-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-COURT	12/15/2024	48.36	01/16/2025	100-425-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4100610	GASOLINE-ENG	12/15/2024	19.29	01/16/2025	100-529-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4113187	GASOLINE-WD	12/31/2024	1,044.43	01/16/2025	510-810-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4113187	GASOLINE-FLEET	12/31/2024	20.30	01/16/2025	100-480-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4113187	GASOLINE-FACILITIES	12/31/2024	440.97	01/16/2025	100-417-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4113187	GASOLINE-WTP	12/31/2024	91.39	01/16/2025	510-840-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4113187	GASOLINE-COURT	12/31/2024	34.36	01/16/2025	100-425-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4113187	GASOLINE-PARKS	12/31/2024	414.19	01/16/2025	100-575-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4113187	GASOLINE-WW	12/31/2024	1,054.74	01/16/2025	520-810-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4113187	GASOLINE-ANIMAL CONTROL	12/31/2024	102.37	01/16/2025	100-525-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4113187	GASOLINE-VECTOR	12/31/2024	30.54	01/16/2025	100-528-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4113187	GASOLINE-STREETS	12/31/2024	702.71	01/16/2025	100-475-626 Gasoline	1224
18	FLYERS ENERGY, LLC	CFS-4113187	GASOLINE-BUILDING	12/31/2024	101.67	01/16/2025	100-605-626 Gasoline	1224
Total 18:					9,299.61			
Garvin, Tessa								
9010	Garvin, Tessa	10825	PLANNING COMMISSION STIPEND	01/08/2025	80.00	01/16/2025	100-610-322 Prof Serv-Other	125
Total 9010:					80.00			
GRAINGER								
252	GRAINGER	9364204843	Hwy 50 Water Pump	01/07/2025	563.79	01/16/2025	520-810-430 Outside Serv-Repair & Maint	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
252	GRAINGER	9371657017	reflective tape for fleet	01/14/2025	754.42	01/16/2025	100-480-610 Automotive Supplies	125
252	GRAINGER	9379653794	part for lawn mower	01/21/2025	13.66	01/23/2025	100-480-610 Automotive Supplies	125
252	GRAINGER	9383950905	K-cups for office	01/24/2025	62.92		510-810-614 Shop Supplies	125
Total 252:					1,394.79			
GRANICUS LLC								
9043	GRANICUS LLC	195974	Proget Management-SmartGov	12/31/2024	247.50	01/23/2025	100-605-322 Prof Serv-Other	1224
9043	GRANICUS LLC	195974	Custom Data Migration	12/31/2024	1,650.00	01/23/2025	100-605-322 Prof Serv-Other	1224
Total 9043:					1,897.50			
GREEN SCENE LANDSCAPING								
8658	GREEN SCENE LANDSCAPING	2681	Cottonwood shop landscaping	01/24/2025	5,600.00		510-810-430 Outside Serv-Repair & Maint	125
Total 8658:					5,600.00			
H&H INVESTMENTS & TOOL SUPPLY								
8987	H&H INVESTMENTS & TOOL SUPPLY	61487	tool holders for service truck	01/15/2025	93.00	01/23/2025	100-480-600 General Supplies	125
8987	H&H INVESTMENTS & TOOL SUPPLY	61717	seal driver kit for shop	01/22/2025	281.69		100-480-600 General Supplies	125
Total 8987:					374.69			
HANSFORD ECONOMIC CONSULTING								
6228	HANSFORD ECONOMIC CONSULTING	775	Utility Rate Study	01/06/2025	395.00	01/16/2025	510-840-420 Outside Services	125
6228	HANSFORD ECONOMIC CONSULTING	775	Utility Rate Study	01/06/2025	395.00	01/16/2025	520-810-420 Outside Services	125
Total 6228:					790.00			
HERC RENTALS								
8732	HERC RENTALS	35246536-001	Scissor Lift rental	01/27/2025	722.06		100-417-441 Rentals	125
Total 8732:					722.06			
HINTON BURDICK, PLLC								
8486	HINTON BURDICK, PLLC	316428	Final Billing Audit FY24	12/31/2024	1,050.00	01/23/2025	100-415-328 Prof Serv-Auditing	1224
Total 8486:					1,050.00			
HOLT, JULIANNE								
9026	HOLT, JULIANNE	10825	PLANNING COMMISSION STIPEND	01/08/2025	80.00	01/16/2025	100-610-322 Prof Serv-Other	125
Total 9026:					80.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
HOMETOWN HEALTH								
4842	HOMETOWN HEALTH	24901-045 FEB 25	3721P GROUP HEALTH INSURANCE	02/01/2025	84,442.34		100-217000 HEALTH INSURANCE PAYABLE	225
Total 4842:					84,442.34			
IBEW Local 1245								
83	IBEW Local 1245	JAN 2025-2	UNION DUES, ONE HALF OF MONTH	01/24/2025	1,404.00	01/24/2025	100-219900 OTHER PAYROLL PAYABLES	125
Total 83:					1,404.00			
INTERNAL REVENUE SERVICE								
7879	INTERNAL REVENUE SERVICE	JAN 2025-2	FICA TAX PAYABLE, PAYROLL	01/24/2025	403.82	01/24/2025	100-211000 FICA PAYABLE	125
7879	INTERNAL REVENUE SERVICE	JAN 2025-2	MED TAX PAYABLE, PAYROLL	01/24/2025	6,832.86	01/24/2025	100-211000 FICA PAYABLE	125
7879	INTERNAL REVENUE SERVICE	JAN 2025-2	W/HOLD TAX PAYABLE, PAYROLL	01/24/2025	24,909.66	01/24/2025	100-212000 FEDERAL WITHHOLDING PAYAB	125
Total 7879:					32,146.34			
INTERNATIONAL CODE COUNCIL								
617	INTERNATIONAL CODE COUNCIL	Q15.000029096	ICC Membership	12/13/2024	170.00	01/16/2025	100-605-581 Dues and Memberships	1224
Total 617:					170.00			
INTERSTATE OIL COMPANY								
4329	INTERSTATE OIL COMPANY	866123-IN	oil for fleet	01/20/2025	105.13	01/23/2025	100-480-610 Automotive Supplies	125
Total 4329:					105.13			
INTERWEST CONSULTING GROUP, INC								
9035	INTERWEST CONSULTING GROUP, INC	1096164	Outside Planning Services	01/17/2025	1,527.50		100-610-322 Prof Serv-Other	125
9035	INTERWEST CONSULTING GROUP, INC	1125952	Outside Planning Services	01/17/2025	950.00		100-610-322 Prof Serv-Other	125
9035	INTERWEST CONSULTING GROUP, INC	1126858	Outside Planning Services	01/17/2025	2,307.50		100-610-322 Prof Serv-Other	125
9035	INTERWEST CONSULTING GROUP, INC	1128095	Outside Planning Services	01/17/2025	552.50		100-610-322 Prof Serv-Other	125
9035	INTERWEST CONSULTING GROUP, INC	1130956	Outside Planning Services	01/17/2025	2,405.00		100-610-322 Prof Serv-Other	125
Total 9035:					7,742.50			
KIMLEY-HORN AND ASSOCIATES, INC.								
8715	KIMLEY-HORN AND ASSOCIATES, INC.	30447382	Southwest Area Plan	12/31/2024	6,402.50		100-610-322 Prof Serv-Other	1224
Total 8715:					6,402.50			
LEE, WALTER M.								
9039	LEE, WALTER M.	1	Camille Lift Station Generator	01/06/2025	16,150.00	01/23/2025	520-166100 Construction In Progress	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9039:					16,150.00			
LEMONS, GRUNDY & EISENBERG								
8835	LEMONS, GRUNDY & EISENBERG	10	HR outside legal	12/09/2024	67.50	01/16/2025	100-414-310 Prof Serv-Legal	1224
Total 8835:					67.50			
LEWIS, ANGELA								
9020	LEWIS, ANGELA	10825	PLANNING COMMISSION STIPEND	01/08/2025	80.00	01/16/2025	100-610-322 Prof Serv-Other	125
Total 9020:					80.00			
LOWES CREDIT SERVICES								
7650	LOWES CREDIT SERVICES	76281	Misc. Hardware	01/14/2025	45.67	01/23/2025	100-417-600 General Supplies	125
7650	LOWES CREDIT SERVICES	76358	Maintenance Supples	01/14/2025	112.69	01/16/2025	520-810-614 Shop Supplies	125
7650	LOWES CREDIT SERVICES	77916	PS Shop Supplies	01/15/2025	180.81	01/23/2025	510-840-614 Shop Supplies	125
7650	LOWES CREDIT SERVICES	79182	Maintenance Supplies	01/16/2025	121.70	01/23/2025	520-810-614 Shop Supplies	125
7650	LOWES CREDIT SERVICES	79398	Trash Bags/Disp Towels/Spray Bottle	01/16/2025	142.36	01/23/2025	100-475-612 Building Maint Supplies	125
7650	LOWES CREDIT SERVICES	79398	Drill Bits	01/16/2025	195.62	01/23/2025	100-475-600 General Supplies	125
7650	LOWES CREDIT SERVICES	80264	tape and pliers	01/17/2025	23.33	01/23/2025	520-810-614 Shop Supplies	125
7650	LOWES CREDIT SERVICES	80328	Wood Working Supplies	01/17/2025	77.37	01/23/2025	100-417-600 General Supplies	125
7650	LOWES CREDIT SERVICES	87426	Propane exchange	01/21/2025	18.98	01/23/2025	520-810-623 Propane	125
7650	LOWES CREDIT SERVICES	90165	Storage Containers for Xmas events	01/03/2025	61.73	01/16/2025	100-412-650 Community Support	125
7650	LOWES CREDIT SERVICES	94244	Gen Supplies CM office	01/06/2025	37.01	01/16/2025	100-413-600 General Supplies	125
7650	LOWES CREDIT SERVICES	96970	CMO desk Build	01/08/2025	58.82		100-413-600 General Supplies	125
7650	LOWES CREDIT SERVICES	970064-ofdnvb	soft copper for well 9A	12/20/2024	8.41	01/23/2025	510-810-614 Shop Supplies	1224
7650	LOWES CREDIT SERVICES	971094-ocnmfw	cleaning supplies for shop	12/02/2024	168.27	01/23/2025	510-810-614 Shop Supplies	1224
7650	LOWES CREDIT SERVICES	973867	Faucet	12/04/2024	56.05	01/16/2025	100-417-600 General Supplies	1224
7650	LOWES CREDIT SERVICES	97691	Space Heaters	01/28/2025	137.69		520-810-614 Shop Supplies	125
7650	LOWES CREDIT SERVICES	97908	PVC Fittings	01/08/2025	4.42	01/16/2025	520-810-614 Shop Supplies	125
7650	LOWES CREDIT SERVICES	985857-odwnpz	mouse traps and organization and cleaning tools	12/11/2024	513.52	01/23/2025	510-810-614 Shop Supplies	1224
7650	LOWES CREDIT SERVICES	994867	Saw Blade, Wood shims	12/17/2024	39.01	01/16/2025	100-417-600 General Supplies	1224
Total 7650:					2,003.46			
LP INSURANCE SERVICES, INC								
8746	LP INSURANCE SERVICES, INC	991432	Policy #EB FEE MARCH25	03/01/2025	2,500.00		100-413-322 Prof Serv-Other	325
Total 8746:					2,500.00			
LYON COUNTY								
1126	LYON COUNTY	FEB 2025	PUBLIC DEFENDER - FEBRUARY 2025	02/01/2025	10,000.00		100-413-322 Prof Serv-Other	225

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 1126:					10,000.00			
LYON COUNTY CLERK/TREASURER								
106	LYON COUNTY CLERK/TREASURER	09/24 Revised	Road Tax (RCT) payable to county-revised Sep 2024	09/30/2024	142,159.70	01/16/2025	100-227010 Road RCT Payable to County	924
106	LYON COUNTY CLERK/TREASURER	12/24	Road Tax (RCT) payable to Lyon County	12/31/2024	47,026.20	01/16/2025	100-227010 Road RCT Payable to County	1224
106	LYON COUNTY CLERK/TREASURER	Dec-24	School Tax (RCT) payable to Lyon County	12/31/2024	72,000.00	01/16/2025	100-227015 School RCT Payble to County	1224
106	LYON COUNTY CLERK/TREASURER	Dec-24	1% Admin fee (kept by city)	12/31/2024	720.00-	01/16/2025	100-330-450 Administration Fees	1224
106	LYON COUNTY CLERK/TREASURER	TLT Dec 24	Transient Lodging Tax	12/31/2024	2,880.03	01/16/2025	225-227010 TLT Payable to County	1224
Total 106:					263,345.93			
LYON COUNTY HUMAN SERVICES								
3266	LYON COUNTY HUMAN SERVICES	FEARPA2025-06	Fernley ARPA Dec 2024 - Final Payment	01/15/2025	33,657.70	01/23/2025	220-480-810 ARPA	125
Total 3266:					33,657.70			
LYON COUNTY RECORDER								
108	LYON COUNTY RECORDER	2108241	LIEN REL- 379 GAZZIGLI LN 021-08-241	01/21/2025	43.00	01/23/2025	510-810-322 Prof Serv-Other	125
108	LYON COUNTY RECORDER	2217302	LIEN REL - 632 WINTER PL 022-17-302	01/28/2025	43.00		510-810-322 Prof Serv-Other	125
Total 108:					86.00			
MARSHALL'S SEPTIC CARE								
8509	MARSHALL'S SEPTIC CARE	I22440	Portable restroom repair	01/10/2025	535.42	01/16/2025	100-575-430 Outside Serv-Repair & Maint	125
8509	MARSHALL'S SEPTIC CARE	I22669	PS Solids hauling and support for cathodic protection system i	01/22/2025	67,297.77	01/23/2025	510-840-426 Outside Serv-Septic	125
8509	MARSHALL'S SEPTIC CARE	I22792	Portable Restroom Service	01/01/2025	128.33		100-575-420 Outside Services	125
8509	MARSHALL'S SEPTIC CARE	I22793	Portable Restroom Service	01/01/2025	128.33		100-575-420 Outside Services	125
8509	MARSHALL'S SEPTIC CARE	I22794	Portable Restroom Service	01/01/2025	551.65		100-575-420 Outside Services	125
8509	MARSHALL'S SEPTIC CARE	I22795	Portable Restroom Service	01/01/2025	220.66		100-575-420 Outside Services	125
8509	MARSHALL'S SEPTIC CARE	I22796	Portable Restroom Service	01/01/2025	220.66		100-575-420 Outside Services	125
8509	MARSHALL'S SEPTIC CARE	I22797	Portable Restroom Service	01/01/2025	118.33		100-575-420 Outside Services	125
8509	MARSHALL'S SEPTIC CARE	I22798	Portable Restroom Service	01/01/2025	118.33		100-417-420 Outside Services	125
Total 8509:					69,319.48			
MATHEUS, SENIOR JUDGE LORI								
8042	MATHEUS, SENIOR JUDGE LORI	FEB 2025	MUNICIPAL COURT JUDGE	02/28/2025	3,750.00		100-425-322 Prof Serv-Other	225
Total 8042:					3,750.00			
MCCULLAR, JENNI LEI								
9019	MCCULLAR, JENNI LEI	10825	PLANNING COMMISSION STIPEND	01/08/2025	80.00	01/16/2025	100-610-322 Prof Serv-Other	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9019:					80.00			
MCDONALD CARANO								
322	MCDONALD CARANO	12496819	planning outside legal	11/30/2024	4,125.00	01/16/2025	100-414-310 Prof Serv-Legal	1124
322	MCDONALD CARANO	12498576	outside legal planning	01/13/2025	1,244.04	01/23/2025	100-414-310 Prof Serv-Legal	125
Total 322:					5,369.04			
METLIFE SMALL BUSINESS CENTER								
5387	METLIFE SMALL BUSINESS CENTER	FEB 2025	5952725 GROUP DENTAL INSURANCE	02/01/2025	5,863.01		100-217100 Dental Insurance Payable MetL	225
5387	METLIFE SMALL BUSINESS CENTER	FEB 2025	5952725 GROUP VISION INSURANCE	02/01/2025	948.68		100-217200 Vision Insurance Payable MetL	225
5387	METLIFE SMALL BUSINESS CENTER	FEB 2025	5952725 GROUP LIFE/ADD LTD/STD INSURANCE	02/01/2025	3,735.26		100-217300 Life/ADD LTD/STD Anthem Payabl	225
Total 5387:					10,546.95			
MISCELLANEOUS ONE TIME VENDOR								
1111	MISCELLANEOUS ONE TIME VENDOR	11625	OVERPAYMENT ON BUSINESS LICENSE FEES; NOT REQ	01/16/2025	175.00	01/23/2025	100-320-100 Business License Fees	125
1111	MISCELLANEOUS ONE TIME VENDOR	20250117	CITY COUNCIL-STAFF STRATEGIC PLANNING, PORT OF	01/17/2025	147.79	01/23/2025	100-412-580 Training	125
1111	MISCELLANEOUS ONE TIME VENDOR	20250117	CITY COUNCIL-STAFF STRATEGIC PLANNING, COSTCO	01/17/2025	53.93	01/23/2025	100-412-580 Training	125
1111	MISCELLANEOUS ONE TIME VENDOR	CP2023-005	RELEASE BOND; CP2023-005 FERNLEY SELF STORAGE	01/15/2025	486,851.46	01/23/2025	100-228300 Customer Deposits/Bonds - Dev	125
1111	MISCELLANEOUS ONE TIME VENDOR	CP2023-005	RELEASE BOND; CP2023-005 FERNLEY SELF STORAGE I	01/15/2025	11,117.00	01/23/2025	100-360-100 Interest Earnings	125
Total 1111:					498,345.18			
MOBO LAW, LLP								
8906	MOBO LAW, LLP	149462	criminal outside legal	12/31/2024	340.50	01/16/2025	100-414-310 Prof Serv-Legal	1224
Total 8906:					340.50			
MOUNTAIN ALARM								
8814	MOUNTAIN ALARM	5647799	Quarterly Maintenance/Monitoring	01/01/2025	150.00	01/16/2025	100-417-420 Outside Services	125
8814	MOUNTAIN ALARM	5647799	Quarterly Maintenance/Monitoring	01/01/2025	271.41	01/16/2025	100-575-420 Outside Services	125
8814	MOUNTAIN ALARM	5789883	Battery Replacement	01/16/2025	192.15		100-417-430 Outside Serv-Repair & Maint	125
Total 8814:					613.56			
MULLER WATER PRODUCTS, INC								
8557	MULLER WATER PRODUCTS, INC	66152578	PS Sleeve Valve drive shaft parts	01/09/2025	1,120.00	01/16/2025	510-840-614 Shop Supplies	125
Total 8557:					1,120.00			
NAPA AUTO & TRUCK PARTS								
58	NAPA AUTO & TRUCK PARTS	423068	RTV for well 11	01/08/2025	17.58	01/16/2025	510-810-614 Shop Supplies	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
58	NAPA AUTO & TRUCK PARTS	423415	parts for fleet	01/15/2025	9.88	01/16/2025	100-480-610 Automotive Supplies	125
58	NAPA AUTO & TRUCK PARTS	423421	parts for fleet	01/15/2025	59.71	01/16/2025	100-480-610 Automotive Supplies	125
58	NAPA AUTO & TRUCK PARTS	423751	Trailer Lights	01/21/2025	194.04	01/23/2025	100-575-600 General Supplies	125
58	NAPA AUTO & TRUCK PARTS	423751	Trailer Lights	01/21/2025	194.04	01/23/2025	100-475-610 Automotive Supplies	125
58	NAPA AUTO & TRUCK PARTS	423871	belts for motor grader	01/23/2025	77.38		100-480-610 Automotive Supplies	125
Total 58:					552.63			
NCE								
7617	NCE	675232504	Mark IV for Quality Assurance Inspection	01/14/2025	1,295.13	01/23/2025	100-228309 Project Plan Review - Mark IV	125
7617	NCE	675232504	Construction Inspection and Engineering Services at multiple I	01/14/2025	6,223.27	01/23/2025	100-529-320 Prof Serv-Engineering	125
Total 7617:					7,518.40			
NEVADA DEPARTMENT OF TAXATION								
6378	NEVADA DEPARTMENT OF TAXATION	TLT Dec 24	Transient Lodging Tax	12/31/2024	1,728.02	01/16/2025	225-227015 TLT Payable to State	1224
Total 6378:					1,728.02			
NEVADA SANDBLAST & PAINT, INC.								
8997	NEVADA SANDBLAST & PAINT, INC.	7579	Trailer Sandblast/Paint	01/17/2025	1,225.00	01/23/2025	100-575-420 Outside Services	125
8997	NEVADA SANDBLAST & PAINT, INC.	7579	Trailer Sandblast/Paint	01/17/2025	1,225.00	01/23/2025	510-810-420 Outside Services	125
8997	NEVADA SANDBLAST & PAINT, INC.	7579	Trailer Sandblast/Paint	01/17/2025	1,225.00	01/23/2025	520-810-420 Outside Services	125
8997	NEVADA SANDBLAST & PAINT, INC.	7579	Trailer Sandblast/Paint	01/17/2025	1,225.00	01/23/2025	100-475-420 Outside Services	125
Total 8997:					4,900.00			
NEVADA VETERAN'S COALITION								
8594	NEVADA VETERAN'S COALITION	Final FCTA R1 24-25 NVV	Final FCTA R1 24-25	01/13/2025	8,119.49	01/16/2025	225-575-650 Community Support	125
Total 8594:					8,119.49			
NOBO; NV ORG OF BUILDING OFFICIALS								
8535	NOBO; NV ORG OF BUILDING OFFICIALS	189	NOBO Membership	01/08/2025	150.00	01/16/2025	100-605-581 Dues and Memberships	125
Total 8535:					150.00			
NSB - BANKCARD CENTER								
8649	NSB - BANKCARD CENTER	DEC 24	CURB MOBILITY; TRANSPORT FROM AIRPORT TO HOTEL	12/31/2024	37.09	01/10/2025	100-416-582 Travel	1224
8649	NSB - BANKCARD CENTER	DEC 24	APA; APA ANNUAL MEMBERSHIP PW	12/31/2024	61.17	01/10/2025	100-417-581 Dues and Memberships	1224
8649	NSB - BANKCARD CENTER	DEC 24	APA; APA ANNUAL MEMBERSHIP PW	12/31/2024	61.17	01/10/2025	510-810-581 Dues and Memberships	1224
8649	NSB - BANKCARD CENTER	DEC 24	AMAZON; CHRISTMAS TREE LIGHTING DECOR CMO	12/31/2024	81.95	01/10/2025	100-412-650 Community Support	1224
8649	NSB - BANKCARD CENTER	DEC 24	EDAWN; BUSINESS & INDUSTRY IN N. NV CM	12/31/2024	80.00	01/10/2025	100-413-580 Training	1224
8649	NSB - BANKCARD CENTER	DEC 24	CURB MOBILITY; TRANSPORT FROM AIRPORT TO HOTEL	12/31/2024	37.09	01/10/2025	100-416-582 Travel	1224

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
8649	NSB - BANKCARD CENTER	DEC 24	APA; APA ANNUAL MEMBERSHIP PW	12/31/2024	61.16	01/10/2025	100-575-581 Dues and Memberships	1224
8649	NSB - BANKCARD CENTER	DEC 24	APA; APA ANNUAL MEMBERSHIP PW	12/31/2024	61.17	01/10/2025	510-840-581 Dues and Memberships	1224
8649	NSB - BANKCARD CENTER	DEC 24	AMAZON; CHRISTMAS TREE LIGHTING DECOR CMO	12/31/2024	57.97	01/10/2025	100-412-650 Community Support	1224
8649	NSB - BANKCARD CENTER	DEC 24	MILINE TOWING; SHADOW LN WHITE CHEVY CAR ENG	12/31/2024	307.50	01/10/2025	100-529-420 Outside Services	1224
8649	NSB - BANKCARD CENTER	DEC 24	WIGWAM; BUILDERS ASSOC. BREAKFAST CMO 4759 CA	12/31/2024	20.05	01/10/2025	100-413-600 General Supplies	1224
8649	NSB - BANKCARD CENTER	DEC 24	APA; APA ANNUAL MEMBERSHIP PW	12/31/2024	61.17	01/10/2025	520-810-581 Dues and Memberships	1224
8649	NSB - BANKCARD CENTER	DEC 24	AMAZON; USB EXTENSION CABLE PW	12/31/2024	21.98	01/10/2025	100-417-601 Office Supplies	1224
8649	NSB - BANKCARD CENTER	DEC 24	WALMART; CHRISTMAS TREE LIGHTING DECOR CMO	12/31/2024	22.89	01/10/2025	100-412-650 Community Support	1224
8649	NSB - BANKCARD CENTER	DEC 24	CANAL WINE LOUNGE; CHRISTMAS BASKETS CMO	12/31/2024	235.00	01/10/2025	100-412-650 Community Support	1224
8649	NSB - BANKCARD CENTER	DEC 24	M RESORT LAS VEGAS; IT NV DIGITAL GOV. CONF. J. CL	12/31/2024	601.18	01/10/2025	100-418-582 Travel	1224
8649	NSB - BANKCARD CENTER	DEC 24	STAMPLI; NOV 2024	12/31/2024	1,034.00	01/10/2025	100-418-342 Tech Services-Other	1224
8649	NSB - BANKCARD CENTER	DEC 24	APA; APA ANNUAL MEMBERSHIP PW	12/31/2024	61.16	01/10/2025	100-475-581 Dues and Memberships	1224
8649	NSB - BANKCARD CENTER	DEC 24	INT'L CODE COUNCIL; EDUCODE CLASSES FOR C. BIRK	12/31/2024	900.00	01/10/2025	100-605-580 Training	1224
8649	NSB - BANKCARD CENTER	DEC 24	AMAZON; EYE CONTACT WEBCAM WITH MICROPHONE	12/31/2024	40.87	01/10/2025	100-529-600 General Supplies	1224
8649	NSB - BANKCARD CENTER	DEC 24	GFOA; CERT OF ACHIEVEMENT REVIEW FEE FY2024 FIN	12/31/2024	530.00	01/10/2025	100-415-322 Prof Serv-Other	1224
8649	NSB - BANKCARD CENTER	DEC 24	EVENTBRITE; NV ELECTED OFFICIALS TRAINING D. SKIN	12/31/2024	100.00	01/10/2025	100-413-580 Training	1224
8649	NSB - BANKCARD CENTER	DEC 24	EVENTBRITE; NDA ANNUAL STATE OF COUNTIES WAR	12/31/2024	50.00	01/10/2025	100-412-580 Training	1224
8649	NSB - BANKCARD CENTER	DEC 24	FSP NATIONAL CENTER FOR STATE COURTS; PROJECT	12/31/2024	495.00	01/10/2025	100-425-580 Training	1224
8649	NSB - BANKCARD CENTER	DEC 24	WALMART; CHRISTMAS POTLUCK SUPPLIES	12/31/2024	74.02	01/10/2025	100-412-586 Employee Recognition	1224
8649	NSB - BANKCARD CENTER	DEC 24	EVENTBRITE; NV ELECTED OFFICIALS TRAINING J. MEN	12/31/2024	100.00	01/10/2025	100-412-580 Training	1224
8649	NSB - BANKCARD CENTER	DEC 24	AMAZON; CHECK SCANNER-PANINI VISION X FIN	12/31/2024	630.00	01/10/2025	100-415-605 Minor Equipment	1224
8649	NSB - BANKCARD CENTER	DEC 24	FSP NATIONAL CENTER FOR STATE COURTS; CASHFLO	12/31/2024	495.00	01/10/2025	100-425-580 Training	1224
8649	NSB - BANKCARD CENTER	DEC 24	DOLLAR TREE; CHRISTMAS POTLUCK SUPPLIES	12/31/2024	44.18	01/10/2025	100-412-586 Employee Recognition	1224
8649	NSB - BANKCARD CENTER	DEC 24	ZOOM; CMO MONTHLY SUBSCRIPTION & ZOOM ROOMS	12/31/2024	217.00	01/10/2025	100-418-342 Tech Services-Other	1224
8649	NSB - BANKCARD CENTER	DEC 24	AMAZON; CHECK SCANNER-PANINI VISION X FIN	12/31/2024	630.00	01/10/2025	510-810-605 Minor Equipment	1224
8649	NSB - BANKCARD CENTER	DEC 24	FSP NATIONAL CENTER FOR STATE COURTS; BUDGET &	12/31/2024	495.00	01/10/2025	100-425-580 Training	1224
8649	NSB - BANKCARD CENTER	DEC 24	WALMART; CHRISTMAS TREE-SENIOR CENTER CMO	12/31/2024	44.94	01/10/2025	100-412-650 Community Support	1224
8649	NSB - BANKCARD CENTER	DEC 24	MASTERCRAFT HARDWOOD; BLACK MELAMINE 2 SIDED	12/31/2024	94.93	01/10/2025	100-417-600 General Supplies	1224
8649	NSB - BANKCARD CENTER	DEC 24	EVENTBRITE; NDA ANNUAL STATE OF COUNTIES DEP.	12/31/2024	50.00	01/10/2025	100-413-580 Training	1224
8649	NSB - BANKCARD CENTER	DEC 24	ZOOM; FMC SUBSCRIPTION	12/31/2024	100.00	01/10/2025	100-425-322 Prof Serv-Other	1224
8649	NSB - BANKCARD CENTER	DEC 24	CORWIN FORD; PARTS FOR FLEET	12/31/2024	213.45	01/10/2025	100-480-610 Automotive Supplies	1224
Total 8649:					8,208.09			
NUTRIEN AG SOLUTIONS								
3033	NUTRIEN AG SOLUTIONS	56125765	Herbicide	01/08/2025	3,626.00	01/16/2025	100-475-617 Supplies-Chemical	125
Total 3033:					3,626.00			
NV ENERGY								
167	NV ENERGY	10601 JAN 25	80865908610601	01/04/2025	37.54	01/22/2025	100-475-622 Electricity	125
167	NV ENERGY	12019 JAN 25	34596505012019 ACH	01/18/2025	6,194.95	02/06/2025	510-810-622 Electricity	125
167	NV ENERGY	13050 JAN 25	48768103613050 ACH	01/11/2025	2,115.38	01/29/2025	100-417-622 Electricity	125
167	NV ENERGY	13818 DEC 24	34596405113818 ACH	12/28/2024	48.78	01/16/2025	100-475-622 Electricity	1224

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
167	NV ENERGY	14319 JAN 25	34596405214319 ACH	01/10/2025	121.47	01/28/2025	100-575-622 Electricity	125
167	NV ENERGY	26093 JAN 25	34596402626093 ACH	01/09/2025	2,306.63	01/27/2025	100-575-622 Electricity	125
167	NV ENERGY	26100 JAN 25	34596502626100 ACH	01/09/2025	20,660.27	01/27/2025	510-810-622 Electricity	125
167	NV ENERGY	26100 JAN 25	34596502626100 ACH	01/09/2025	44.82	01/27/2025	520-810-622 Electricity	125
167	NV ENERGY	29499 JAN 25	1000213677906929499 ACH	01/03/2025	60.61	01/21/2025	100-475-622 Electricity	125
167	NV ENERGY	30037 JAN 25	34596403630037 ACH	01/18/2025	40.04	02/06/2025	100-576-622 Electricity	125
167	NV ENERGY	30672 DEC 24	213677908230672 ACH	12/28/2024	47.30	01/16/2025	100-575-622 Electricity	1224
167	NV ENERGY	34991 JAN 25	34596407734991 ACH	01/14/2025	37.54	01/30/2025	510-810-622 Electricity	125
167	NV ENERGY	37594 JAN 25	80865904937594 ACH	01/14/2025	37.54	01/30/2025	100-475-622 Electricity	125
167	NV ENERGY	41110 JAN 25	82190403641110 ACH	01/09/2025	43.01	01/27/2025	520-810-622 Electricity	125
167	NV ENERGY	42683 JAN 25	82190404842683 ACH	01/09/2025	65.76	01/27/2025	100-475-622 Electricity	125
167	NV ENERGY	42683 JAN 25	82190404842683 ACH	01/09/2025	898.75	01/27/2025	510-810-622 Electricity	125
167	NV ENERGY	42683 JAN 25	82190404842683 ACH	01/09/2025	615.06	01/27/2025	100-575-622 Electricity	125
167	NV ENERGY	42683 JAN 25	82190404842683 ACH	01/09/2025	5,948.62	01/27/2025	520-810-622 Electricity	125
167	NV ENERGY	52067 JAN 25	82190407952067ACH	01/14/2025	131.87	01/30/2025	520-810-622 Electricity	125
167	NV ENERGY	65197 JAN 25	34596407565197 ACH	01/11/2025	37.54	01/29/2025	510-810-622 Electricity	125
167	NV ENERGY	67463 JAN 25	34596404867463 ACH	01/14/2025	88.33	01/30/2025	100-575-622 Electricity	125
167	NV ENERGY	68387 JAN 25	345964082-68387	01/14/2025	37.54	01/30/2025	100-475-622 Electricity	125
167	NV ENERGY	71493 DEC 24	271223607571493 ACH	12/28/2024	46.69	01/16/2025	100-475-622 Electricity	1224
167	NV ENERGY	84389 JAN 25	34596503684389 ACH	01/11/2025	332.07	01/29/2025	100-417-622 Electricity	125
167	NV ENERGY	97731 DEC 24	213677908197731 ACH	12/28/2024	48.62	01/16/2025	100-575-622 Electricity	1224
167	NV ENERGY	97899 JAN 25	80865904797899 ACH	01/09/2025	11,373.02	01/27/2025	100-475-622 Electricity	125
167	NV ENERGY	98954 JAN 25	82190405098954 ACH	01/09/2025	3,510.62	01/27/2025	520-810-622 Electricity	125
Total 167:					54,930.37			

OFFICE DEPOT

133	OFFICE DEPOT	400891427001	Equipment for computer up front	01/14/2025	90.46	01/23/2025	100-605-605 Minor Equipment	125
133	OFFICE DEPOT	401769896001	Staplers and batteries	01/16/2025	25.55	01/23/2025	100-529-600 General Supplies	125
133	OFFICE DEPOT	401769896001	Staplers and batteries	01/16/2025	10.22	01/23/2025	510-810-601 Office Supplies	125
133	OFFICE DEPOT	401769896001	Staplers and batteries	01/16/2025	5.11	01/23/2025	510-840-601 Office Supplies	125
133	OFFICE DEPOT	401769896001	Staplers and batteries	01/16/2025	10.22	01/23/2025	100-475-601 Office Supplies	125
133	OFFICE DEPOT	401792595001	Staples	01/16/2025	1.45	01/23/2025	100-475-601 Office Supplies	125
133	OFFICE DEPOT	401792595001	Staples	01/16/2025	3.64	01/23/2025	100-529-600 General Supplies	125
133	OFFICE DEPOT	401792595001	Staples	01/16/2025	1.45	01/23/2025	510-810-601 Office Supplies	125
133	OFFICE DEPOT	401792595001	Staples	01/16/2025	.73	01/23/2025	510-840-601 Office Supplies	125
133	OFFICE DEPOT	404573190001	Pens and Folders	12/28/2024	269.36	01/16/2025	100-425-600 General Supplies	1224
133	OFFICE DEPOT	404582513001	Planner	12/30/2024	22.05	01/16/2025	100-425-600 General Supplies	1224
133	OFFICE DEPOT	404582514001	Copy Paper	12/30/2024	22.39	01/16/2025	100-425-600 General Supplies	1224
133	OFFICE DEPOT	404582516001	Folders	12/27/2024	57.80	01/16/2025	100-425-600 General Supplies	1224
133	OFFICE DEPOT	404638999001	Monthly Calendar Planner & copy paper	12/23/2024	205.61	01/16/2025	100-425-600 General Supplies	1224
133	OFFICE DEPOT	405904912001	Highlighters	01/03/2025	53.94	01/16/2025	100-425-600 General Supplies	125
133	OFFICE DEPOT	405905584001	Pocket Slips	01/03/2025	5.49	01/16/2025	100-425-600 General Supplies	125
133	OFFICE DEPOT	405905585001	Highlighters	01/03/2025	12.36	01/16/2025	100-425-600 General Supplies	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
133	OFFICE DEPOT	406696182001	Computer Camera Cable	01/14/2025	24.59	01/16/2025	100-417-601 Office Supplies	125
133	OFFICE DEPOT	406699364001	Office Supplies- post it notes, index	01/15/2025	26.52	01/23/2025	100-417-601 Office Supplies	125
133	OFFICE DEPOT	407053701001	UT OFFICE SUPPLIES	01/17/2025	37.99		510-810-601 Office Supplies	125
133	OFFICE DEPOT	407053701001	UT OFFICE SUPPLIES	01/17/2025	38.00		520-810-601 Office Supplies	125
133	OFFICE DEPOT	407054071001	UT OFFICE SUPPLIES	01/17/2025	6.49		510-810-601 Office Supplies	125
133	OFFICE DEPOT	407054071001	UT OFFICE SUPPLIES	01/17/2025	6.50		520-810-601 Office Supplies	125
133	OFFICE DEPOT	407337501001	Tissues, Markers, Dry Erase	01/09/2025	62.18	01/23/2025	100-425-600 General Supplies	125
133	OFFICE DEPOT	407380496001	Cork Bulletin Board	01/10/2025	54.88	01/23/2025	100-417-600 General Supplies	125
133	OFFICE DEPOT	407404679001	Dry Erase Board	01/10/2025	308.70	01/23/2025	100-417-600 General Supplies	125
133	OFFICE DEPOT	407405427001	Calendars	01/09/2025	126.82	01/23/2025	100-475-601 Office Supplies	125
133	OFFICE DEPOT	407464056001	office supplies- dry erase board	01/09/2025	59.99	01/23/2025	100-414-600 General Supplies	125
133	OFFICE DEPOT	407849688001	office supplies board	01/20/2025	59.99		100-414-600 General Supplies	125
Total 133:					1,610.48			
O'REILLY AUTO PARTS								
6230	O'REILLY AUTO PARTS	3599-336959	parts for fire dept	01/17/2025	28.76	01/23/2025	100-126000 Intergovernmental Receivable	125
6230	O'REILLY AUTO PARTS	3599-337030	parts for fire dept.	01/17/2025	28.99	01/23/2025	100-126000 Intergovernmental Receivable	125
6230	O'REILLY AUTO PARTS	3599-337635	tune up parts for 9002	01/21/2025	125.64	01/23/2025	100-480-610 Automotive Supplies	125
6230	O'REILLY AUTO PARTS	3599-337645	tool for shop	01/21/2025	15.98	01/23/2025	100-480-600 General Supplies	125
6230	O'REILLY AUTO PARTS	3599-337960	parts for 3003 streets	01/23/2025	129.81		100-480-610 Automotive Supplies	125
6230	O'REILLY AUTO PARTS	3599-338534	parts for 3003 streets	01/27/2025	159.76		100-480-610 Automotive Supplies	125
Total 6230:					488.94			
PACIFIC OFFICE AUTOMATION								
8929	PACIFIC OFFICE AUTOMATION	7R03056-1	Clerk	01/01/2025	695.88	01/16/2025	100-416-550 Printing and Postage	125
8929	PACIFIC OFFICE AUTOMATION	7R03056-1	CAO	01/01/2025	695.88	01/16/2025	100-414-550 Printing and Postage	125
8929	PACIFIC OFFICE AUTOMATION	7R03056-1	Utilities	01/01/2025	347.94	01/16/2025	510-810-550 Printing and Postage	125
8929	PACIFIC OFFICE AUTOMATION	7R03056-1	FMC	01/01/2025	695.88	01/16/2025	100-425-550 Printing and Postage	125
8929	PACIFIC OFFICE AUTOMATION	7R03056-1	Utilities	01/01/2025	347.94	01/16/2025	520-810-550 Printing and Postage	125
8929	PACIFIC OFFICE AUTOMATION	7R03056-1	Main	01/01/2025	695.88	01/16/2025	100-417-550 Printing and Postage	125
8929	PACIFIC OFFICE AUTOMATION	7R03056-1	HR	01/01/2025	695.88	01/16/2025	100-413-550 Printing and Postage	125
Total 8929:					4,175.28			
PACIFIC STORAGE COMPANY								
8876	PACIFIC STORAGE COMPANY	5242593	Shred Services	01/08/2025	66.00	01/16/2025	100-416-420 Outside Services	125
8876	PACIFIC STORAGE COMPANY	5242594	Shredding	01/08/2025	16.50	01/16/2025	100-425-322 Prof Serv-Other	125
Total 8876:					82.50			
PAPE KENWORTH								
3097	PAPE KENWORTH	15823092	Drain Valve	01/08/2025	25.90	01/16/2025	100-575-600 General Supplies	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
3097	PAPE KENWORTH	15835797	Leaf Blower/Hedge Trimmer	01/13/2025	893.94	01/16/2025	100-575-605	Minor Equipment	125
Total 3097:					919.84				
PDM									
139	PDM	561661-01	I-Beam for the Out of Town Park Bleachers	01/08/2025	667.50	01/16/2025	100-575-600	General Supplies	125
Total 139:					667.50				
PORTER'S PLUMBING LLC									
8900	PORTER'S PLUMBING LLC	4835	Leak Repair	01/15/2025	350.00	01/23/2025	100-417-430	Outside Serv-Repair & Maint	125
Total 8900:					350.00				
PUBLIC EMPLOYEES BENEFITS PROG									
143	PUBLIC EMPLOYEES BENEFITS PROG	JAN 2025	RETIREE INSURANCE - #819	01/04/2025	1.11	01/16/2025	510-810-240	Group Insurance	125
143	PUBLIC EMPLOYEES BENEFITS PROG	JAN 2025	RETIREE INSURANCE - #819	01/04/2025	96.80	01/16/2025	100-605-240	Group Insurance	125
143	PUBLIC EMPLOYEES BENEFITS PROG	JAN 2025	RETIREE INSURANCE - #819	01/04/2025	223.77	01/16/2025	100-415-240	Group Insurance	125
143	PUBLIC EMPLOYEES BENEFITS PROG	JAN 2025	RETIREE INSURANCE - #819	01/04/2025	268.39	01/16/2025	520-810-240	Group Insurance	125
Total 143:					590.07				
PUBLIC EMPLOYEES RETIREMENT SYSTEM									
144	PUBLIC EMPLOYEES RETIREMENT SYSTEM	DEC 2024	#621 RETIREMENT CONTRIBUTIONS	12/31/2024	166,896.10	01/13/2025	100-216000	RETIREMENT PAYABLE	1224
Total 144:					166,896.10				
PURCHASE POWER									
3155	PURCHASE POWER	69812 JAN 25	QTRLY - WATER	01/03/2025	15.20	01/30/2025	510-810-550	Printing and Postage	125
3155	PURCHASE POWER	69812 JAN 25	QTRLY - CITY MANAGER	01/03/2025	2.43	01/30/2025	100-413-550	Printing and Postage	125
3155	PURCHASE POWER	69812 JAN 25	QTRLY - CITY ATTORNEY	01/03/2025	3.51	01/30/2025	100-414-550	Printing and Postage	125
3155	PURCHASE POWER	69812 JAN 25	QTRLY - PLANNING	01/03/2025	15.81	01/30/2025	100-610-550	Printing and Postage	125
3155	PURCHASE POWER	69812 JAN 25	QTRLY - CLERK	01/03/2025	68.91	01/30/2025	100-416-550	Printing and Postage	125
3155	PURCHASE POWER	69812 JAN 25	QTRLY - STREETS	01/03/2025	7.15	01/30/2025	100-475-550	Printing and Postage	125
3155	PURCHASE POWER	69812 JAN 25	QTRLY - BUILDING	01/03/2025	1.90	01/30/2025	100-605-550	Printing and Postage	125
3155	PURCHASE POWER	69812 JAN 25	QTRLY - FINANCE	01/03/2025	21.40	01/30/2025	100-415-550	Printing and Postage	125
3155	PURCHASE POWER	69812 JAN 25	QTRLY - FERNLEY JUSTICE	01/03/2025	2.27	01/30/2025	100-126000	Intergovernmental Receivable	125
3155	PURCHASE POWER	69812 JAN 25	QTRLY - COURT	01/03/2025	33.89	01/30/2025	100-425-550	Printing and Postage	125
3155	PURCHASE POWER	69812 JAN 25	QTRLY - ANIMAL CONTROL	01/03/2025	7.23	01/30/2025	100-525-550	Printing and Postage	125
3155	PURCHASE POWER	69812 JAN 25	QRTLY - TRANSIENT LODGING	01/03/2025	.69	01/30/2025	225-575-550	Printing and Postage	125
Total 3155:					180.39				

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title		GL Period
RENO GAZETTE JOURNAL									
152	RENO GAZETTE JOURNAL	6858988	Bill #359	12/31/2024	97.08	01/16/2025	100-416-540	Advertising	1224
152	RENO GAZETTE JOURNAL	6858988	Bill #358	12/31/2024	110.76	01/16/2025	100-416-540	Advertising	1224
152	RENO GAZETTE JOURNAL	6858988	Depot ADA restroom facility	12/31/2024	1,120.80	01/16/2025	220-480-683	Depot Amenity Building	1224
Total 152:					1,328.64				
RENOWN HEALTH									
190	RENOWN HEALTH	3649361	MRN 4620577	01/13/2025	14.52	01/23/2025	100-528-322	Prof Serv-Other	125
190	RENOWN HEALTH	3649361	MRN 4620577	01/13/2025	10.48	01/23/2025	520-810-322	Prof Serv-Other	125
190	RENOWN HEALTH	3649361	MRN 3087960	01/13/2025	50.00	01/23/2025	510-810-322	Prof Serv-Other	125
190	RENOWN HEALTH	3649361	MRN 0918836	01/13/2025	120.00	01/23/2025	510-810-322	Prof Serv-Other	125
Total 190:					195.00				
RESOURCE CONCEPTS									
8602	RESOURCE CONCEPTS	24-1806	Water right services - TROA water storage scheduling assista	01/21/2025	6,083.75	01/23/2025	510-810-698	Water Rights Protection	125
8602	RESOURCE CONCEPTS	24-1807	Water right services - Water Right Accounting Project	01/21/2025	682.50	01/23/2025	510-810-698	Water Rights Protection	125
8602	RESOURCE CONCEPTS	24-1808	Water right services - NV Energy Project	01/14/2025	432.50	01/23/2025	510-810-698	Water Rights Protection	125
Total 8602:					7,198.75				
RESOURCE DEVELOPMENT COMPANY, LLC									
668	RESOURCE DEVELOPMENT COMPANY, LLC	PayRequest3	1.5 mg Water Tank	11/30/2024	297,811.70	01/16/2025	510-166100	Construction In Progress	1124
Total 668:					297,811.70				
SECTRAN SECURITY, INC.									
8629	SECTRAN SECURITY, INC.	25010603	ARMORED SERVICES-GF	01/15/2025	218.75	01/23/2025	100-415-322	Prof Serv-Other	125
8629	SECTRAN SECURITY, INC.	25010603	ARMORED SERVICES-WATER	01/15/2025	218.75	01/23/2025	510-810-342	Tech Services-Other	125
8629	SECTRAN SECURITY, INC.	25010603	ARMORED SERVICES-SEWER	01/15/2025	218.76	01/23/2025	520-810-342	Tech Services-Other	125
Total 8629:					656.26				
SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL									
8884	SEVENTYFIVEBLUE WATER AND ENVIRONMENTAL	24-10	PS Surface Water Consulting	01/13/2025	1,500.00	01/23/2025	510-840-320	Prof Serv-Engineering	125
Total 8884:					1,500.00				
SIGNA MECHANICAL									
6530	SIGNA MECHANICAL	250061	2 E-Ones	01/16/2025	8,381.73	01/23/2025	520-810-615	E-One Supplies	125
6530	SIGNA MECHANICAL	250062	New E-One	01/16/2025	4,046.65	01/23/2025	520-810-615	E-One Supplies	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 6530:					12,428.38			
SILVER STATE ANALYTICAL LABORATORIES								
7856	SILVER STATE ANALYTICAL LABORATORIES	RN324588	monthly samples round 1	01/09/2025	286.00	01/16/2025	510-810-423 Outside Serv-Analytical	125
7856	SILVER STATE ANALYTICAL LABORATORIES	RN324590	quarterly raw water samples	01/09/2025	66.00	01/16/2025	510-810-423 Outside Serv-Analytical	125
7856	SILVER STATE ANALYTICAL LABORATORIES	RN324954	quarterly hardness and TDS samples	01/20/2025	280.00		510-810-423 Outside Serv-Analytical	125
7856	SILVER STATE ANALYTICAL LABORATORIES	RN325068	WWTP Influent & Effluent Samples	01/21/2025	502.00	01/23/2025	520-810-423 Outside Serv-Analytical	125
7856	SILVER STATE ANALYTICAL LABORATORIES	RN325162	monthly samples round 2	01/23/2025	264.00		510-810-423 Outside Serv-Analytical	125
7856	SILVER STATE ANALYTICAL LABORATORIES	RN325260	WWTP Effluent Fecal re-test	01/27/2025	40.00		520-810-423 Outside Serv-Analytical	125
Total 7856:					1,438.00			
SILVER STATE BARRICADE								
170	SILVER STATE BARRICADE	67263	Signs	01/10/2025	240.00	01/16/2025	100-475-615 Sign & Stripe Supplies	125
170	SILVER STATE BARRICADE	67279	Safety Gear	01/10/2025	501.10	01/16/2025	100-475-616 Safety Supplies	125
170	SILVER STATE BARRICADE	68432	Signs	01/24/2025	624.00		100-475-615 Sign & Stripe Supplies	125
Total 170:					1,365.10			
SIMPLE SOLUTIONS DISTRIBUTING LLC								
8953	SIMPLE SOLUTIONS DISTRIBUTING LLC	CF110524	Farm District Scent Control Carbon	11/05/2024	1,107.84	01/16/2025	520-810-614 Shop Supplies	1124
Total 8953:					1,107.84			
SMITH & LOVELESS, INC								
213	SMITH & LOVELESS, INC	181850	Loves Mechanical Seals	01/07/2024	314.90	01/16/2025	520-810-614 Shop Supplies	724
Total 213:					314.90			
SOUTHWEST GAS CORP								
204	SOUTHWEST GAS CORP	18971 JAN 25	910000818971 ACH	01/16/2025	30.24	02/04/2025	520-810-621 Natural Gas	125
204	SOUTHWEST GAS CORP	86744 JAN 25	910001086744 WTP	01/14/2025	4,185.39	02/03/2025	510-840-621 Natural Gas	125
Total 204:					4,215.63			
STATE COLLECTION & DISB. UNIT (SCaDU)								
176	STATE COLLECTION & DISB. UNIT (SCaDU)	JAN 2025-2	CHILD SUPPORT	01/24/2025	319.84	01/23/2025	100-219900 OTHER PAYROLL PAYABLES	125
Total 176:					319.84			
TAGGART & TAGGART LTD								
3275	TAGGART & TAGGART LTD	18499	Water Right Contract FY24/25 NOV25	11/01/2024	1,306.25	01/16/2025	510-810-698 Water Rights Protection	1124
3275	TAGGART & TAGGART LTD	18594	Water Right Contract FY24/25 DEC	12/31/2024	4,889.25	01/16/2025	510-810-698 Water Rights Protection	1224

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 3275:					6,195.50			
THATCHER COMPANY, INC.								
8646	THATCHER COMPANY, INC.	2025400100119	WWTP Chlorine	01/09/2025	8,210.25	01/16/2025	520-810-617 Chemical Supplies	125
Total 8646:					8,210.25			
THE FERNLEY REPORTER								
8618	THE FERNLEY REPORTER	1130	Bldg- Fernley reporter	01/17/2025	119.49		100-605-640 Books and Periodicals	125
8618	THE FERNLEY REPORTER	1131	CAO- Fernley reporter	01/17/2025	119.49		100-414-640 Books and Periodicals	125
8618	THE FERNLEY REPORTER	1132	Clerk Fernley reporter	01/17/2025	119.49		100-416-640 Books and Periodicals	125
8618	THE FERNLEY REPORTER	1133	ENG - Fernley reporter	01/17/2025	119.49		100-529-640 Books and Periodicals	125
8618	THE FERNLEY REPORTER	1134	CMO- Fernley reporter	01/17/2025	119.49		100-413-640 Books and Periodicals	125
8618	THE FERNLEY REPORTER	1135	FIN- Fernley reporter	01/17/2025	119.49		100-415-640 Books and Periodicals	125
8618	THE FERNLEY REPORTER	1136	FMC- Fernley reporter	01/17/2025	119.49		100-425-640 Books and Periodicals	125
8618	THE FERNLEY REPORTER	1137	Plan- Fernley reporter	01/17/2025	119.49		100-610-640 Books and Periodicals	125
8618	THE FERNLEY REPORTER	1138	PW- Fernley reporter	01/17/2025	119.49		100-417-640 Books and Periodicals	125
8618	THE FERNLEY REPORTER	1139	UTD- Fernley reporter	01/17/2025	119.49		510-810-640 Books and Periodicals	125
Total 8618:					1,194.90			
THOLL FENCE								
1340	THOLL FENCE	121925	PS entrance & exit gate emergency safety stop repairs. First	01/13/2025	1,260.00	01/16/2025	510-840-430 Outside Serv-Repair & Maint	125
1340	THOLL FENCE	24776	PS Gate inspection, maintenance and repair. Second 50%.	01/10/2025	3,357.00	01/16/2025	510-840-430 Outside Serv-Repair & Maint	125
Total 1340:					4,617.00			
TITAN ELECTRICAL CO								
6548	TITAN ELECTRICAL CO	12688	School Zone Beacon	01/10/2025	1,870.68	01/16/2025	100-475-422 Outside Serv-Traf Light Maint	125
Total 6548:					1,870.68			
U S POSTAL SERVICE								
7344	U S POSTAL SERVICE	FEB 2025	PREPAID POSTAGE FOR IN-HOUSE BILLING	02/01/2025	1,900.00	01/16/2025	520-810-550 Printing and Postage	225
7344	U S POSTAL SERVICE	FEB 2025	PREPAID POSTAGE FOR IN-HOUSE BILLING	02/01/2025	1,900.00	01/16/2025	510-810-550 Printing and Postage	225
Total 7344:					3,800.00			
UBBEN, MARY C								
9040	UBBEN, MARY C	11725	FACILITATION SERVICES FOR CITY COUNCIL WORK SES	01/15/2025	1,500.00	01/16/2025	100-413-420 Outside Services	125
Total 9040:					1,500.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
ULINE, INC								
8965	ULINE, INC	186683012-1	IN TOWN PARK PICNIC TABLE INSTALLATION	12/10/2024	5,688.13	01/23/2025	230-575-605 Minor Equipment	1224
Total 8965:					5,688.13			
UNITED CENTRAL INDUSTRIAL SUPPLY								
8676	UNITED CENTRAL INDUSTRIAL SUPPLY	2936312	water hose for water truck	01/23/2025	216.43		100-480-610 Automotive Supplies	125
Total 8676:					216.43			
UNVC								
9034	UNVC	4755	CRRC Special Inspections	01/07/2025	3,047.55	01/23/2025	220-480-810 ARPA	125
Total 9034:					3,047.55			
USA BLUEBOOK								
464	USA BLUEBOOK	INV00585133	SOP binder center	01/07/2025	954.00	01/16/2025	510-810-614 Shop Supplies	125
464	USA BLUEBOOK	INV00593458	PS Arsenic Test kits	01/14/2025	497.36	01/16/2025	510-840-614 Shop Supplies	125
Total 464:					1,451.36			
UTILITY DEPOSITS								
2202	UTILITY DEPOSITS	10627504	CREDIT REFUND	01/08/2025	150.00	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	10627714	CREDIT REFUND	01/08/2025	98.69	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	11159013	CREDIT REFUND	01/08/2025	106.51	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	1116204	WATER DEPOSIT REFUND	01/13/2025	24.33	01/16/2025	510-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	1116204	SEWER DEPOSIT REFUND	01/13/2025	80.00	01/16/2025	520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	11164606	CREDIT REFUND	01/08/2025	200.00	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	13305501	CREDIT REFUND	01/08/2025	239.51	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	13376908	CREDIT REFUND	01/08/2025	237.97	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	13440511	CREDIT REFUND	01/08/2025	22.66	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	13520902	CREDIT REFUND	01/08/2025	70.06	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	13557605	CREDIT REFUND	01/08/2025	110.42	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	13835705	CREDIT REFUND	01/13/2025	108.68	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	13927102	SEWER DEPOSIT REFUND	01/21/2025	78.10		520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	13935802	CREDIT REFUND	01/13/2025	433.52	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	14337603	CREDIT REFUND	01/21/2025	37.74		010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	15318313	CREDIT REFUND	01/08/2025	114.33	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	16419820	CREDIT REFUND	01/08/2025	232.42	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	16445502	CREDIT REFUND	01/08/2025	79.33	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	16452923	WATER DEPOSIT REFUND	01/17/2025	75.00		510-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	16452923	SEWER DEPOSIT REFUND	01/17/2025	80.00		520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	16452923	CREDIT REFUND	01/17/2025	144.25		010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	16632211	CREDIT REFUND	01/23/2025	174.58		010-115100 Cash Clearing-Utilities	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	169309.01	WATER DEPOSIT REFUND	01/06/2025	75.00	01/16/2025	510-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	169309.01	SEWER DEPOSIT REFUND	01/06/2025	80.00	01/16/2025	520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	16930901	CREDIT REFUND	01/14/2025	27.62	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	16931201	CREDIT REFUND	01/08/2025	17.66	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	169716.01	CREDIT REFUND	01/08/2025	29.61	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	169741.01	CREDIT REFUND	01/08/2025	102.60	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	16975501	SEWER DEPOSIT REFUND	01/23/2025	75.56		520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	17763313	CREDIT REFUND	01/23/2025	47.17		010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	17939104	CREDIT REFUND	01/08/2025	65.79	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	17941403	SEWER DEPOSIT REFUND	01/13/2025	13.68	01/16/2025	520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	17944604	CREDIT REFUND	01/08/2025	86.15	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	179519.01	CREDIT REFUND	01/08/2025	82.24	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	17954601	CREDIT REFUND	01/08/2025	72.99	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	17959501	CREDIT REFUND	01/08/2025	98.69	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	17959502	SEWER DEPOSIT REFUND	01/08/2025	33.26	01/16/2025	520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	18515611	CREDIT REFUND	01/14/2025	33.70	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	185245.17	CREDIT REFUND	01/23/2025	110.42		010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	18524517	CREDIT REFUND	01/17/2025	33.83		010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	18544121	CREDIT REFUND	01/24/2025	67.29		010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	18572405	SEWER DEPOSIT REFUND	01/24/2025	76.31		520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	18684317	CREDIT REFUND	01/08/2025	200.00	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	19702016	WATER DEPOSIT REFUND	01/13/2025	75.00	01/16/2025	510-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	19702016	SEWER DEPOSIT REFUND	01/13/2025	80.00	01/16/2025	520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	20738812	SEWER DEPOSIT REFUND	01/03/2025	80.00	01/16/2025	520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	20738812	WATER DEPOSIT REFUND	01/03/2025	31.28	01/16/2025	510-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	2114416	CREDIT REFUND	01/13/2025	157.37	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	2114416	WATER DEPOSIT REFUND	01/13/2025	75.00	01/16/2025	510-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	2114416	SEWER DEPOSIT REFUND	01/13/2025	80.00	01/16/2025	520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	219679.01	CREDIT REFUND	01/08/2025	40.39	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	219684.01	CREDIT REFUND	01/08/2025	204.26	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	30500508	WATER DEPOSIT REFUND	01/08/2025	1,485.08	01/16/2025	510-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	31723.15	CREDIT REFUND	01/08/2025	102.60	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	41738.01	CREDIT REFUND	01/08/2025	150.00	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	5824608	CREDIT REFUND	01/08/2025	102.60	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	7592518	SEWER DEPOSIT REFUND	01/24/2025	64.25		520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	7630718	SEWER DEPOSIT REFUND	01/06/2025	28.82	01/16/2025	520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	7866302	CREDIT REFUND	01/08/2025	162.38	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	7869005	WATER DEPOSIT REFUND	01/21/2025	2.12		510-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	7869005	SEWER DEPOSIT REFUND	01/21/2025	80.00		520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	79340.04	CREDIT REFUND	01/08/2025	53.26	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	8509227	SEWER DEPOSIT REFUND	01/08/2025	8.35	01/16/2025	520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	8583104	CREDIT REFUND	01/08/2025	200.00	01/16/2025	010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	9206116	SEWER DEPOSIT REFUND	01/24/2025	80.00		520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	9206116	CREDIT REFUND	01/24/2025	167.29		010-115100 Cash Clearing-Utilities	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
2202	UTILITY DEPOSITS	9206116	WATER DEPOSIT REFUND	01/24/2025	75.00		510-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	96389.07	CREDIT REFUND	01/23/2025	150.00		010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	9638907	WATER DEPOSIT REFUND	01/21/2025	6.14		510-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	9638907	SEWER DEPOSIT REFUND	01/21/2025	80.00		520-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	96609.07	CREDIT REFUND	01/17/2025	147.54		010-115100 Cash Clearing-Utilities	125
2202	UTILITY DEPOSITS	9660907	WATER DEPOSIT REFUND	01/16/2025	75.00		510-228200 Customer Deposits	125
2202	UTILITY DEPOSITS	9660907	SEWER DEPOSIT REFUND	01/16/2025	80.00		520-228200 Customer Deposits	125
Total 2202:					8,451.40			
VERIZON WIRELESS								
8495	VERIZON WIRELESS	6102450717	IT	01/24/2025	96.16	01/16/2025	100-418-530 Communications	125
8495	VERIZON WIRELESS	6102450717	WW Router	01/24/2025	52.00	01/16/2025	520-810-530 Communications	125
8495	VERIZON WIRELESS	6102450717	CMO	01/24/2025	56.15	01/16/2025	100-413-530 Communications	125
8495	VERIZON WIRELESS	6102450717	City Hall/Facilities	01/24/2025	611.12	01/16/2025	100-417-530 Communications	125
8495	VERIZON WIRELESS	6102450717	WW	01/24/2025	373.72	01/16/2025	520-810-530 Communications	125
8495	VERIZON WIRELESS	6102450717	City Attorney	01/24/2025	60.01	01/16/2025	100-414-530 Communications	125
8495	VERIZON WIRELESS	6102450717	Water Dist	01/24/2025	297.46	01/16/2025	510-810-530 Communications	125
8495	VERIZON WIRELESS	6102450717	Bldg & Safety	01/24/2025	380.29	01/16/2025	100-417-530 Communications	125
8495	VERIZON WIRELESS	6102450717	FMC	01/24/2025	56.15	01/16/2025	100-425-530 Communications	125
8495	VERIZON WIRELESS	6102450717	WTP	01/24/2025	473.91	01/16/2025	510-840-530 Communications	125
8495	VERIZON WIRELESS	6102450717	Council	01/24/2025	442.39	01/16/2025	100-412-530 Communications	125
8495	VERIZON WIRELESS	6102450717	Finance	01/24/2025	64.10	01/16/2025	100-415-605 Minor Equipment	125
8495	VERIZON WIRELESS	6102541085	52267 Dec 2-Jan 01 24	01/24/2025	40.01	01/16/2025	520-810-530 Communications	125
Total 8495:					3,003.47			
VERUS ASSOCIATES NEVADA, LLC								
8606	VERUS ASSOCIATES NEVADA, LLC	2652	SCADA Support	12/31/2024	170.00	01/16/2025	520-810-429 Outside Serv-SCADA	1224
8606	VERUS ASSOCIATES NEVADA, LLC	2653	phone call about alarms	12/31/2024	45.00	01/23/2025	510-840-429 Outside Serv-SCADA	1224
8606	VERUS ASSOCIATES NEVADA, LLC	2654	PS SCADA work	12/31/2024	680.00	01/16/2025	510-840-429 Outside Serv-SCADA	1224
Total 8606:					895.00			
VOYA FINANCIAL								
8591	VOYA FINANCIAL	JAN 2025-2	DEFERRED COMPENSATION, 457	01/24/2025	4,217.50	01/24/2025	100-215000 457 PAYABLE	125
8591	VOYA FINANCIAL	JAN 2025-2	ROTH IRA	01/24/2025	210.00	01/24/2025	100-215000 457 PAYABLE	125
Total 8591:					4,427.50			
WAGNER, CODY								
9013	WAGNER, CODY	10825	PLANNING COMMISSION STIPEND	01/08/2025	80.00	01/16/2025	100-610-322 Prof Serv-Other	125

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Total 9013:					80.00			
WASTE MANAGEMENT								
447	WASTE MANAGEMENT	33001 JAN 25	11-60772-33001	01/06/2025	145.56	01/16/2025	100-417-412 Utility Serv-Refuse	125
447	WASTE MANAGEMENT	33005 JAN 25	11-60745-33005	01/06/2025	25.75	01/16/2025	510-840-412 Utility Serv-Refuse	125
447	WASTE MANAGEMENT	33009 JAN 25	11-60774-33009	01/06/2025	119.08	01/16/2025	510-810-412 Utility Serv-Refuse	125
447	WASTE MANAGEMENT	43003 JAN 25	11-60760-43003	01/06/2025	59.55	01/16/2025	520-810-412 Utility Serv-Refuse	125
Total 447:					349.94			
WESTERN INDUSTRIAL PARTS, INC.								
8571	WESTERN INDUSTRIAL PARTS, INC.	2501-112952	drawer set for service truck	01/23/2025	257.29		100-480-610 Automotive Supplies	125
Total 8571:					257.29			
WESTERN INSURANCE SPECIALTIES								
881	WESTERN INSURANCE SPECIALTIES	FEB 2025	SUPPLEMENTAL INSURANCE	02/01/2025	90.35		100-218100 Western Insurance Payable	225
Total 881:					90.35			
WESTERN NEVADA SUPPLY CO.								
195	WESTERN NEVADA SUPPLY CO.	11484118-2	scotch locks	01/13/2025	24.00	01/16/2025	510-810-613 Meter Service Supplies	125
195	WESTERN NEVADA SUPPLY CO.	11588028	bin stock	01/17/2025	1,736.80		510-810-613 Meter Service Supplies	125
195	WESTERN NEVADA SUPPLY CO.	11595627	PS O-rings	01/23/2025	4.60		510-840-614 Shop Supplies	125
Total 195:					1,765.40			
WILLIAMS, BARRY REGINALD								
9018	WILLIAMS, BARRY REGINALD	10825	PLANNING COMMISSION STIPEND	01/08/2025	80.00	01/16/2025	100-610-322 Prof Serv-Other	125
Total 9018:					80.00			
WOOD RODGERS, INC.								
2454	WOOD RODGERS, INC.	188577	Depot ADA Bathroom Design	12/31/2024	382.50	01/23/2025	220-480-683 Depot Amenity Building	1224
2454	WOOD RODGERS, INC.	188578	Federal Lands Bill Services thru 12/31/2024	12/31/2024	4,395.00	01/23/2025	100-413-322 Prof Serv-Other	1224
Total 2454:					4,777.50			
WTR ELECTRIC, INC								
8650	WTR ELECTRIC, INC	1221	LED bulbs	01/22/2025	164.52		100-417-600 General Supplies	125
Total 8650:					164.52			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	Date Paid	GL Account and Title	GL Period
Grand Totals:					1,919,794.89			

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
JANUARY 15, 2025**

Mayor Neal E. McIntyre called the meeting to order at 5:02 pm.

1. INTRODUCTORY ITEMS

1.1. Pledge of Allegiance

1.2. Roll Call

Present: Mayor Neal E. McIntyre, Councilman Ryan Hanan, Councilwoman Felicity Zoberiski, Councilman Stan Lay, Councilman Albert Torres, Councilman Joe Mendoza, City Manager Ben Marchant, City Attorney Aaron Mouritsen, City Clerk Kim Swanson, Administrative Specialist 1 Sandy Harris, City Treasurer Robert Carson, Building Official Charity Birkel, Planning Director Michele Rambo, Public Works Director Barry Williams, Deputy Public Works Director Olivia John, Utility Director Soeng Kim.

1.3. Public Forum

Cal Eilrich, Fernley resident, stated Farm District Road represents something to our community, something very special. It's the country atmosphere that people move to Fernley to get out of the big city. We should try to preserve that as much as we can. We used to have a buffer zone in our old code. Every development along Farm District Road really needs to work at getting the traffic from Farm District Road out over to Highway 50, and the ones on the south of Farm District Road need to be using the arterial roads. Maybe they can do some zeroscape for the buffer zone that doesn't require maintenance.

Sky Long, Fernley resident, stated that next year is the 25-year anniversary of Fernley becoming a city. She proposed a gathering of city leaders to talk about an event that celebrates the city and the 25-year anniversary. She invited the Council to come on Tuesday, January 28th to the Boys and Girls Club from 5:30 pm to 7:00 pm to have an informal discussion about what this event could look like.

Tammy Dittman, Fernley resident, stated that the fire hydrants were inspected in 2015 and there were issues then and they were fixed. The Western Fire Protection Services recommendation is to check the flow every year, and then every 5 years to check the hydrants. We're 10 years behind our inspections and it's concerning that they haven't been done.

Jim Chamberlain, Fernley resident, stated once we start changing the zoning on Farm District Road to accommodate developers you can't stop it, because if you do it for one, you got to do it for the next one.

Kelly Robertson, Fernley resident, expressed her concerns on Farm District Road and why we are drifting from the Master Plan of preserving Farm District Road. Making it an exception, or changing the zoning for one developer does open the door for all of the other developers.

Dakota Johnston, Fernley resident, stated he recently moved to Fernley from Reno and supports any new housing development even if it deviates from a previously established plan.

Dana Uhlhorn, Fernley resident, stated we've tried to keep Farm District as a rural feeling area. Every developer who comes in just mows the trees down. Why do we have to jump at every developer that comes along here and throw the Master Plan out, throw the zoning out, and just let them do what they want just because somebody else already did it somewhere else.

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, Councilman Hanan, Councilman Mendoza.

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 authorize the execution of the water rights banking and dedication agreement with Valeries Casares, APN 020-032-02 TCID serial number 1031-A-A-1-A in the amount of .855 acre feet.

2.5. Discussion and Possible Action to Approve the Will-Serve Request from Mark IV Capital (Victory Logistics District – Phase B Final Map) for 1.25 ERCs for Water and 0.00 ERCs for sewer for Lyon County Parcel(s) labeled as Lots: 16-a, 16-b, 17-a, 17-b, 18-a, 18-b, 18-c, 20, 7, 22-a, 22-b, 22-c, 23, and 19 (with of total of 14 parcels) located in Fernley, NV.

2.6. Possible Action to approve contract with Burdick Excavating Construction for construction services for the Fernley Train Depot ADA Restroom Facility in amount not to exceed \$440,444.00

Motion: I MOVE TO APPROVE THE CONSENT AGENDA AS PRESENTED. **Action:** Approved.

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

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

Chief Deputy Mitch Brantingham, Lyon County Sheriff's Department, shared the link to Lyon County Sheriff's Office Annual Report. Training

Mayor Neal E. McIntyre thanked him for the report.

Councilwoman Felicity Zoberski asked if the work crews worked in Fernley.

Chief Deputy Brantingham stated that they had crews for the Mayors Clean Sweep and at the veteran's cemetery.

Councilman Ryan Hanan thanked Chief Deputy for such a detailed report.

Councilman Albert Torres stated that this report lets everybody know where the department is, and what the department is doing. Thank you for that.

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, recognized outstanding work by Building Inspector and Building Official, Bailey Scott and Charity Birkle. They completed their R3 residential Plans Examiner, passing one of the most difficult tests they've ever faced. He stated he is very appreciative of their continued commitment to the city of Fernley and professional development. He also noted that Monday, January 20th, City Hall will be closed for Martin Luther King, Jr. Day.

Councilman Albert Torres stated the fire hydrants flush program is mandated by the Bureau of Safe Drinking Water and they're tested yearly on a rotating basis. He reported that he had heard back from Representative Amodei's office and the Bureau of Reclamation (BOR) regarding the MOU. Several from the city as well as himself will be speaking with the regional manager on January 20th to get a MOU put together, so the city, the sheriff's office, health and human services, Animal Control, code enforcement and 2 or 3 other entities between the city and the county can get that mess cleaned up by the cemetery.

Councilman Ryan Hanan stated that if any agencies have issues, any businesses have issues, please reach out to the Council. Let them know, so they can help you thrive.

Mayor Neal E. McIntyre reminded everyone that the State of the City is February 27th at 6pm at the Senior Center. The Mayor's Corner will be held February 6th at the Wigwam. He will be speaking at the Chamber Luncheon on February 5th at the Boys & Girls Club at 11:30.

3.2. State of Nevada Legislative update

There was none.

4. PROCLAMATIONS AND AWARDS BY THE MAYOR

Mayor Neal E. McIntyre stated he is starting a new award called the Mayor's Spotlight Award. It's for individuals and businesses that he feels go above and beyond. His first Mayor Spotlight Award goes to Robert Perea.

5. PRESENTATIONS

5.1. Discussion and possible action regarding the creation of a building enterprise fund to account for the collection of fees associated with issuing barricade, building and encroachment permits and account for all expenses associated with these activities.

Robert Carson, City Treasurer, presented a powerpoint regarding a Building Enterprise Fund. This was an item that Councilman Torres had brought up a few months ago and wanted to explore. He explained different types of funds in governmental accounting. He presented the benefits and the challenges of an enterprise fund. Director Carson explained the process in order to create a new fund. Council would have to adopt a resolution that would have to be filed with the Department of Tax. This resolution must contain the purpose of the fund, the resources used to establish the fund, where the revenues are going to come from, how expenses are going to be controlled and monitored, and then also how the fund balance is going to be controlled and monitored. An advisory committee must be established to review the operations of and make recommendations relating to the Enterprise Fund. The biggest benefit is that statutory limitation on raising fees is waived so you have more control over what fees you charge, for what aspects, whether it be planning, plan reviewer, or issuing the building permits. It legally separates out your assets, liabilities, revenues, and expenses from the general fund, and gives you more flexibility to add staff or purchase capital items, because those funds are legally restricted to solely those activities. Some of the challenges are you're not allowed to supplement any shortfalls with general fund assets. So when you get to that point, you run out of cash, and you can't pay, you either turn to an Interfund loan and then, if you're in that position, the odds of you paying it back are not very good, but before you get to that point, you start laying people off or stopping projects. After speaking with the Department of Tax, they are strongly against the creation of this currently for the city of Fernley because of our size, the uncertainty of the growth.

Councilman Albert Torres stated that the smartest thing to do is wait. He's all for taking risks but doesn't want to lay people off. He added in 4 or 5 years, and we are continuing to be the 3rd fastest growing city then it may be something to come back and revisit.

Motion: I MOVE TO NOT CREATE IT NOW AND READDRESS IT IN 12 MONTHS AT THE START OF 2026. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Ryan Hanan. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

6. PUBLIC HEARINGS

6.1. (For possible action) Discussion and possible action regarding a Master Plan Amendment (MPA 24004) and Zoning Map Amendment (ZMA 24005), a request by Wood Rodgers, Inc on behalf

of Douglass Development LLC for 1) changing the Master Plan land use designation from RR (Rural Residential) to C (Commercial); and 2) changing the zoning designation from RR1 (Rural Residential; 1-acre minimum) to C2 (General Commercial) on a +/-0.85 acre lot located at 840 Woodchuck Drive (APN 021-343-20).

Susanna Amaro-Gutierrez, outside contract planner, presented. Application materials indicate a historic commercial utilization of the site, including vehicle, motorcycle repair, and outdoor storage services. It should be noted that although a site plan has been submitted as requested, this request does not include any improvements to the project site at this time. Any future improvements will need to be in compliance with the General Commercial (C2) zoning designation and any other applicable design standards including residential adjacency standards upon approval of the MPA and ZMA. As stated in the project description submitted with the original application, the C2 zoning standards require design standards to help mitigate when commercial use is adjacent to a residential development. Therefore, any future improvements to the project site would be required to adhere to all applicable residential adjacent standards.

Councilman Ryan Hanan asked for clarification of APN because the APN number stated on the agenda and the APN belonging to the property are different.

Susanna Amaro-Gutierrez stated that the correct APN is 020-151-05.

Eric Casey, Wood Rogers, stated that as it has already been established that this isn't a commercial area off Stock Lane. He also pointed out the size of the lot is under one acre. This is a cleanup. No development is proposed currently.

Councilman Joe Mendoza asked if the cleanup included removal of the building and grading.

Erica Casey stated that the cleanup he is referring to is the amendment to the master plan and zoning. Right now the property is vacant but the owner wants to keep his options open as far as what's going to be there.

Councilwoman Felicity Zoberski asked for clarification as far as what kind of restrictions does the Special Planning Area put on C2 zoning and what kind of specific process or review process does the city have when it's looking at a special planning area compared to anywhere else and does this SPA have a specific design standard when it was created. For a special Planning Area it would be important that those kind of zoning areas actually come to the council for final consideration.

Eric Casey stated that with the special planning area, typically there's going to be additional findings that you would have to make with any type of improvement. For this one, specifically, it would just be that any new development would have to match the character of this rural area and that would be determined at a later time when it gets reviewed by planning staff.

Michele Rambo, Planning Director, stated that the overlay zone just requires that it be compatible with the rural character. As far as process, it would be the same process that it would follow normally, except we would add that into the review is to make sure that it complies with rural character.

Susanna Amaro-Gutierrez stated that there are no specific guide design guidelines or architectural standards. Development within this specific plan area will remain focused on residential concept with little commercial development. So it does have a provision to allow it but it doesn't have a lot of extra criteria for it to meet.

Public comment:

None

Motion: I MOVE TO CERTIFY RESOLUTION 24-020 CHANGING THE MASTER PLAN AMENDMENT FROM RURAL RESIDENTIAL TO COMMERCIAL AND APPROVE BILL 359 CHANGING THE ZONING FROM RR1 TO C2 ON THE PROPERTY LOCATED 840 WOODCHUCK DRIVE, ALSO KNOWN AS APN 020-151-05. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman

Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

Mayor Neal E. McIntyre called for a recess 6:54 pm - 7:03 pm.

7. ORDINANCES

7.1. (For Possible Action) Discussion and First Reading of Bill #355, an Ordinance related to Zoning Map Amendment (ZMA 24001), a request by KLS Planning & Design on behalf of The 1903 Trust for changing the zoning designation from RR1/2 (Rural Residential-1/2 acre minimum) to SF6 (Single-Family Residential-6,000 square foot minimum) on 47.52 acres located at the northeast corner of Farm District Road and Red Rock Road (APN 021-343-20).

Michele Rambo, Planning Director, presented the first reading. The public hearing and the final decision are scheduled for the February 5th meeting.

Mayor Neal E. McIntyre opened the meeting for public comment.

Public comment:

Cal Eilrich, Fernley resident, stated that the agenda staff report has errors. The Planning Commission meeting was on December 11, 2024, and the Planning Commission recommended the City Council deny this request.

Erika Frisk, Fernley resident, stated that she is opposed to the 6,000 square foot lots that they're trying to get approved.

Councilman Albert Torres inquired about the original zoning for the Red Rock development.

Michele Rambo, Planning Director, stated that she didn't know the exact zoning to begin with, but there was a zoning amendment done for that down to a 1/2 acre.

Councilman Ryan Hanan asked what creates the major deviation.

Michele Rambo, Planning Director, stated it is because of the pie shaped lots.

John Krimpatic (zoom) stated that they have done a lot of work on the major deviation, the design iterations of the subdivision map and the zoning analysis.

Farrah Alexander, Fernley resident, stated that she went to meetings and suggestions and concerns were expressed and she feels like they weren't heard. They were putting a sidewalk in for us for our kids to get safely to the bus.

Jim Chamberlain, Fernley resident, stated that if the council is even contemplating this on Red Rock Road that it should become a boulevard. There are going to be a lot of homes that weren't in the Master Plan onto the infrastructure.

Debbie Skinner, Fernley resident, recommended that maybe something should be implemented in the Master Plan that says 20% has to be a half-acre, 20% has to be 9,000 square foot lots, 6,000 square foot lots, so that we don't end up with this.

7.2. (For Possible Action) Discussion and First Reading of Bill #353, an Ordinance related to Zoning Map Amendment (ZMA 24002), a request by Phelps Engineering, Inc on behalf of Creekwood Development Group for changing the zoning designation from SF20 (Single-Family Residential-20,000 square foot minimum) to SF6 (Single-Family Residential-6,000 square foot minimum) on 39.67 acres located on the south side of Farm District Road between Browne Lane and Rainbow Lane (APN 021-303-20).

Michele Rambo, Planning Director, stated that the staff report has an error. The public hearing and discussion will be at the February 5th meeting and the recommendation from Planning Commission was also for denial.

Mayor Neal E. McIntyre opened the meeting for public comment.

Public comment:

Jim Chamberlain, Fernley resident, stated there are 400 homes being built on Farm District right now we don't even know the impact that's going to have on the roundabout.

Dana Uhlhorn, Fernley resident, stated he sees no reason for cutting down the trees, no reason for not putting a buffer between Farm District and the houses, no reason for not putting in a retention, pond or something at that end of the development.

Mayor McIntyre stated that normally we wouldn't open up the first reading for public comment but because there were so many people out in the audience, most of them here for 7.1 and 7.2, he felt it necessary.

Councilwoman Felicity Zoberski inquired about how important it is for the first reading to have the correct information. The language is getting lost, whether it's yes, what we approved was the denial, or where that language is getting lost in translation when it comes into our agenda items.

Aaron Mouritsen, City Attorney, stated the process in terms of creating these agendas is through the different departments. He could not comment as to exactly where that error occurs, but that may be something to discuss with different department members. In terms of its correctness, it needs to be sufficiently correct minor corrections. It doesn't require that we redo the whole entire thing. It's only if there's drastic changes that have to do another first reading. So as long as it's correct by that second reading, and even as it is now, it's sufficient to meet the requirements for agendas, and being sufficiently clear and concise.

8. STAFF REPORTS

8.1. (For Possible Action) Consideration and possible action to request a hardship waiver for the water connection fees at 1000 Shadow Lane.

Seong Kim, Utility Director, turned the presentation over to Jim Cutler.

Jim Cutler stated he was here to represent June Inhaler and her plight with her well going dry. He read the letter requesting this hardship waiver. She is an elderly woman with limited funds. She is in the process of reaching out for a grant. They were able to get enough money to pay for the meter and the ancillary process but are falling short with the connection fee of \$7,600.00.

Councilman Albert Torres stated this is something that needs to be done. He asked if she could provide some type of accounting to show that she doesn't have the money which we would ask of anybody. Code already allows us to make this decision on a case-by-case basis.

Councilman Ryan Hanan recommended stated that if Council is going to do something like this, that a mechanism is created to be able to be fair and equitable to all people.

Mayor Neal E. McIntyre stated that he knows that there are USDA grants available.

Motion: I MOVE TO REQUEST A HARDSHIP WAIVER FOR WATER CONNECTION AT 1000 SHADOW LANE AND WE CAN ALSO ASSIST HER WITH GETTING HER GRANTS TO HELP FOR THAT WATER BECAUSE WE KNOW THAT OUR WATER IS EXPENSIVE AND TO ALSO LOOK INTO HELPING OTHER SENIORS THAT ARE ON RETIREMENT THAT ARE HAVING PROBLEMS COMING UP WITH CONNECTION FEES IF THEY ARE NEEDING CONNECTION FEES. **Action:** Approved.

Moved by: Councilman Stan Lau, **Seconded by:** Councilman Albert Torres. **Vote:** Passed, **Summary:** Yes 4, No 1. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Mendoza, **No:** Councilman Hanan.

9. RESOLUTIONS

9.1. (For possible action) Discussion and possible action regarding Resolution #25-002 in association with a Master Plan Amendment (MPA 25001), submitted by the City of Fernley to remove the Level of Service requirements at the intersection of Highway 50A/Highway 95A/Main Street/Farm District Road ("the roundabout") from both the Comprehensive Master Plan and the Transportation Master Plan to maintain economic development opportunities within the City of Fernley until the roundabout is updated by the Nevada Department of Transportation.

Motion: I MOVE TO CERTIFY RESOLUTION #25-002 AS PRESENTED BY STAFF. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

9.2. (For possible action) Discussion and possible action regarding Resolution #25-001 associated with a Master Plan Amendment application (MPA24005) submitted by the City of Fernley to adopt the North Fernley Area Plan document and associated design guidelines for approximately 5,400 acres generally located north of Interstate 80 between Exit 46 and Exit 50.

Motion: I MOVE TO CERTIFY RESOLUTION 25-001 ASSOCIATED WITH MPA24005 AND ADOPT THE NORTH FERNLEY AREA PLAN DOCUMENT AND DESIGN GUIDELINES AS PRESENTED BY STAFF. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

10. ITEMS REQUESTED BY MAYOR OR CITY COUNCIL MEMBERS

10.1. Possible Action to request a future agenda item regarding the City of Fernley to work with Western Nevada Development District on getting the Preliminary Engineering Report revised and to find funding for engineering and design for FY 2025 regarding the sewage treatment plant. (Councilman Torres)

Councilman Albert Torres stated that everybody was here for the presentation by Christine Brandon from Western Nevada Development District (WNDD). We are pretty sure that at a maximum this will be an 80/20 split with 80% paid for by WNDD, 20% would come back on the city to get both the PER done and find funding for engineering and design for this for a real water sewage treatment plant. We need to have something that's going to get us to about 75,000 people and that what the idea is. Continually speaking with Christine since this presentation, she's pretty sure that she can get us down to maybe just a 10% cost by the city and the rest funded by the State, especially through Environmental Protection and a couple of the other departments.

Motion: I MOVE THAT THIS COMES BACK AND THAT WE HAVE THIS ON THE AGENDA TO GET THIS SEWAGE TREATMENT PLANT MOVING. **Action:** Approved. **Moved by:** Councilman Albert Torres, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

10.2. Possible Action to request a future agenda item regarding future plans for a landscape treatment for the roundabout and long-term viability for the upkeep of the center of the roundabout. (Councilman Hanan)

Councilman Ryan Hanan stated that under the current situation that we're in with the corridor studies and the unknown resolution with future improvements on the roundabout, he would like to direct the Mayor to direct Staff to come up with some sort of a solution for the center of the roundabout to minimize upkeep. Some of the suggestions have been to gravel or to put some landscape treatment on the center of the roundabout and finalize it so it doesn't look like a work in progress. Some of the ideas for example, are

to rock it and then create a big letter like F for Fernley, or to do an American flag design in some gravel or rock.

Mayor Neal E. McIntyre stated that he has spoken with Public Works Director Barry Williams on this project and what he is looking at is doing something big in that roundabout for our 25-year anniversary or trying to coincide with the Chamber on what we could do.

Motion: I MOVE TO BRING THIS ITEM BACK AND HAVE THE MAYOR DIRECT STAFF TO COME UP WITH SOME SORT OF TREATMENT FOR THE CENTER THAT WOULD FINISH IT OFF TEMPORARILY. **Action:** Approved. **Moved by:** Councilman Ryan Hanan, **Seconded by:** Councilman Stan Lau. **Vote:** Passed, **Summary:** Yes 5. **Yes:** Councilwoman Zoberski, Councilman Lau, Councilman Torres, Councilman Hanan, Councilman Mendoza.

11. ADDRESS REQUEST(S) FOR FUTURE AGENDA ITEMS

Councilman Albert Torres would like to see impact fee ideas so we can move forward on impact fees.

Councilman Ryan Hanan asked if they are interest in special assessment districts also for some of the industrial areas. He would also like a future agenda item to set qualifications for waivers for city services in the future.

Councilman Joe Mendoza requested an agenda item for the city attorney to present a reason for when he requested annual review for appointed officials that he wasn't receiving all the reviews from the Council. He was told that that wasn't public information. He wants to be shown why in a presentation at one of the meetings.

Aaron Mouritsen, City Attorney, stated that he can do a presentation in regards to the policy. In terms of personnel files those aren't subject to FOIA requests, and we don't release documents that are contained within personnel files. However, every member of the Council is a supervisor, and so you can schedule an appointment with HR to review the entire file.

12. PUBLIC FORUM

Debbie Skinner, Fernley resident, stated that the confusion on the Planning Commission vote for recommendation or denial is the same confusion that they have at their meetings.

Cal Eilrich, Fernley resident, stated it use to be a councilman had to read the actual ordinance on the first reading into the record. Aaron Mouritsen, City Attorney, stated that the requirement is to read the title of it and that's the only requirement. Mayor Neal E. McIntyre stated that he reads the title every time.

The next City Council meeting will be February 5, 2025.

13. ADJOURNMENT

There being no further business to come before it, the Fernley City Council meeting adjourned at 8:02 pm.

Approved by the Fernley City Council on February 5, 2025, 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 = 1/9/2025-1/29/2025

Business Name	DBA	Name	Location	City	State	Zip	Business Tel	Description	Occupation
Fisher Excavation LLC		Andrew E Fisher	2770 Trento Ln.	Fallon	NV	89406	775-427-6245	Contractor	Excavation Contractor #8
Stephanie Sweet		Stephanie Sweet	165 W. Main St. Ste D	Fernley	NV	89408	775-230-6030	Hair/Nail/Tanning/Spa	Hair services and product
Sign On Signs, Inc.		Jeremy Gunther	1607 Greg St.	Sparks	NV	89431	775-355-1976	Contractor	Erecting Signs Contractor
Ram Plumbing LLC		Israel Ramirez	8455 Offenhauser Dr #141	Reno	NV	89511	775-721-2536	Contractor	Plumbing Contractor #87
Maberry Enterprises		Aida Maberry	15 E. Main St. Ste 1	Fernley	NV	89408	775-379-0956	Computer Services\Sa	Electrical and computer r
HTA Plumbing and Mechanical Inc.		Howard Arata	2049 Pabco Rd.	Henderson	NV	89011	702-891-5304	Contractor	Plumbing and Heating Co
Howdy Creative LLC		Quincy M Youngs	1745 Greens View Court	Fernley	NV	89408	775-762-4739	Business Specific Prof	Marketing and branding c
TAS Home Care LLC		Timothy & Andrea	1740 Bello Ct	Fernley	NV	89408	775-224-3791	Contractor	Carpentry and HVAC Co
Erica Evans Howey		Erica Evans Howey	330 E. Main St. Ste A	Fernley	NV	89408	775-217-5923	Real Estate	Realtor
Custom Sign Service, LLC		Sam Kuhlman / Ke	3350 Centennial Park Driv	Carson City	NV	89521	775-884-1818	Contractor	Electrical Signs Contract
Solar Roofing LLC	JD Roofing	Dave Southam	1580 E 1600 N	Mapleton	UT	84664	253-508-4542	Contractor	Roofing and Gutters Cont
Core Title Group, LLC		ET Investments II,	330 E. Main Street, Suite #	Fernley	NV	89408	303-752-6501	Title & Escrow Service	Title insurance and escro
Ben Paul Construction LLC		Benjamin Paul	5970 Rivers Edge Dr	Fallon	NV	89406	775-217-8254	Contractor	Residential, Small Comm
WHASIAN LLC		Koming Barkman /	185 Marmot Dr.	Reno	NV	89408	775-971-8001		Food truck service
ALC Soft Play LLC		Alexus Cleghorn	1501 Crestview Road	Fernley	NV	89408	916-579-4442	Business Specific Prof	Portable play area rentals
Jefes Landscaping LLC		Jose David Perez L	1435 Bermuda Cir	Reno	NV	89509	775-685-6407	Contractor	Landscape Contractor #8
Black and White Appliance		Amber Gregory	250 Logan Lane Suite 110	Fernley	NV	89408	775-980-8006	Wholesale and/or Reta	Retail sales of household
Grand Totals:									
									17

Report Criteria:

License.Status = "Active"

Business.Origination date = 1/9/2025-1/29/2025



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 5, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

100-475-730

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve amendment No. 1 with Lumos & Associates for engineering design and construction services for installation of a new flashing beacon on Farm District Road and Jasmine Lane for a Solar Option in an amount not to exceed \$25,651.00.

AGENDA ITEM BRIEF:

Staff is seeking approval to execute Amendment No.1 for engineering design and construction services with Lumos and Associates for the SR 828 RRFB Project switching to the solar option.

RECOMMENDED MOTION:

"I move to approve the Amendment No.1 for engineering design and construction services with Lumos and Associates for the SR 828 RRFB Project switching to the solar option an amount not to exceed \$25,651.00"

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:

In May 2021 NDOT installed Phase 3 of Farm District Road multi-use path. This multi-use path currently stops on the south side of Farm District Road at Jasmine Lane . Per NDOT contract No. 3847 a flashing beacon is to be installed at this location for safe crossing. Phase 4 of NDOT Multi-use path will continue east of Farm District to East Valley Elementary.

City staff executed contract with Lumos and Associates for design, bid services, and construction inspection in the amount of \$39,000, April of 2023. This Scope of work involved installing RRFB's at four(4) location on Farm District all being hard-wired. Project was advertised and we received zero (0) bids.

Amendment No. 1 for SR828 RRFB Project will include modifications to the plans and bid documents to switch from hard-wired RRFBs to solar on Farm District Road at the intersection of Jasmin Lane. A new NDOT permit process with be needed.

We have a remaining balance of \$12,649.00 remaining budget from our previous contract, that remaining balance will be applied to the Amendment No. 1 leaving an additional \$25,645.00 to be requested. The engineers estimate for hardwired RRFB's was approximately \$222,000. Solar RRFB's are anticipated to lower the overall construction costs.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

The funding for this was approved for the current Fiscal Year 2024/2025. The funding is part of the General Fund. The total funding for this project is \$225,000

ATTACHMENTS:

1. Form - Lumos Amendment No. 1 to contract
2. City of Fernley - ATTACHMENT A) SR828 RRFB Amendment No. 1 Proposal

AMENDMENT No. 1

**TO THE CONTRACT FOR INDEPENDENT CONTRACTOR SERVICES
BETWEEN THE CITY OF FERNLEY AND LUMOS & ASSOCIATES**

This Amendment No.1 to the Contract for Independent Contractor between the City of Fernley and LUMOS & ASSOCIATES ("LUMOS") is entered into this 5TH day of April 2023, by and between The City of Fernley ("City"), and LUMOS; also referred to as "The Parties."

On the 5TH day of APRIL 2023, the City and LUMOS entered into a Contract for services related to SR828 RRFB PROJECT. The parties hereby wish to amend the contract as follows:

Description of Modifications:

LUMOS is requesting that the City amend the Scope of Work to reflect the Scope and Tasks as described in Attachment A, with an approved additional Project Funding for switching to the solar option, not to exceed \$25,651.00.

The Parties hereby approve and consent to the Amendment changes above. All of the other terms and conditions in the Contract that are not modified by this Amendment No. 1, shall remain in full force and effect.

Each signatory for the Parties below has read Amendment No. 1, agrees to be bound by said document, and has the authority to bind their respective entity as listed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

DATED _____

LUMOS & ASSOCIATES

DATED _____

Barry Williams
Public Works Director, City of Fernley

DATED: _____

Neal McIntyre
Mayor, City of Fernley

Attest:

DATED: _____

Kim Swanson
City Clerk, City of Fernley

APPROVED AS TO FORM:

DATED: _____

Aaron Mouritsen, City Attorney
City of Fernley



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

December 19, 2024

Kari Weitzel, Project Manager
City of Fernley-Engineering Department
595 Silver Lace Boulevard
Fernley, Nevada 89408

Scope of Work Amendment to the SR828 RRFB Project for Solar Option

Dear Kari:

Lumos & Associates, Inc. is pleased to provide you with this amendment scope of work for design and construction services for the SR 828 RRFB Project switching to the solar option.

Project Understanding

The proposed project amendment will include modifications to the plans and bid documents to switch from hard-wired RRFBs to solar on Farm District Road at the intersection of Jasmine Lane. Street lighting will remain in the project and a new NDOT permit process is anticipated.

This cover letter provides a brief explanation of Scope modifications and/or additions to the original Contract. Amendment No. 1 Attachments A – D are appended for further review and consideration.

Scope Amendments

Attachment A details the scope modifications per existing Tasks. A general summary of the additional Scope for the Project is as follows:

- Incorporate Lumos' new fee schedule.
- Modify plans, details, and bid documents to include solar RRFBs versus hard-wired.
- Resubmit permit application to NDOT since the previous permit has lapsed.
- Additional bidding services to re-bid the project.
- Adjustment of construction services based on new project improvements.

Budget Modifications

Task remaining budgets and requested additional funds are summarized in Attachment B-2. A total of \$25,651.00 will be requested as part of this Amendment.

Tasks 1-4 are time and materials (T&M) not to exceed without prior authorization. Lumos & Associates will be happy to amend this proposed Amendment as necessary. If this proposal is acceptable, please provide the City's addendum for execution. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal or utilize the Project Contingency Task. Lumos & Associates, Inc. will send monthly progress billings on this project. Lumos' updated fee schedule is incorporated into Amendment No.1.

Thank you again for allowing Lumos & Associates to provide you with this proposal. Please do not hesitate to call me at (775) 827-6111 if you have questions.

Sincerely,



Brian Harer
Senior Project Manager
Construction Division



Alex Greenblat, P.E.
Group Manager
Engineering Division

ATTACHMENT A

AMENDMENT 1 TO THE SCOPE OF SERVICES **FOR THE SR828 RRFB PROJECT,** **CONTRACT FOR ENGINEERING AND CONSTRUCTION SERVICES**

Project Scope

Task 1A.1 – Investigate Existing Conditions

No change in scope. Task is complete.

Task 1A.2 – Preliminary Design and Bid Documents

Additional Scope Items:

- Revise the civil and electrical plans, details, estimate, bid documents to incorporate solar RRFBs. Includes additional sub-consultant work for the electrical revisions.

Task 1B – Bidding Services

Additional Scope Items:

- Project was bid previously with no bidders. Perform similar scope for bidding services for the revised project.

Task 2 – NDOT Coordination and Permitting

Additional Scope Items:

- Resubmit an occupancy permit with NDOT with the revised plans. The previous permit has lapsed.

Task 3A – Construction Administration

No change in scope, but the fee schedule has changed.

Task 3B – Construction Inspection

No change in scope, but the fee schedule has changed.

Task 4 – Project Contingency (Optional)

Replenish project contingency. All funds have previously been reallocated to other Tasks.

ATTACHMENT B-1 - FEE SCHEDULE



CITY OF FERNLEY SR 828 RRFB Solar Option Amendment										LA24.A60 12/19/2024		
BUDGET ESTIMATE												
FEE		\$295	\$250	\$280	\$195	\$190	\$170	\$110		REIMBURSABLE EXPENSES	TOTAL (ROUNDED)	
ROLE		QA/QC	DESIGN / PM	DESIGN/ OVERSIGHT	SR. PROJECT COORDINATOR	STAFF ENGINEER	SENIOR INSPECTOR	SUPPORT/ CLERICAL	SUBCONSULTANT EXPENSES			
TASK		S. MOON	B.HARER	A. GREENBLAT	C. LILLO	I. NEELEY	M. GLENN	M. GOODMAN	PK ELECTRICAL			
1 - SR 828 Flashing Solar Light Evaluation and Upgrade Project: Design & Bidding Services												
1A - ENGR Design Services												
1A-1 - Investigate Existing Conditions												
Sub Total Hrs.											TASK 1A-1	
Sub Total \$												
1A-2 -Design Services												
Sub Total Hrs.				4		20					TASK 1A-2	24
Sub Total \$				\$1,120		\$3,800			\$5,060			\$10,000
1B - Bidding Services												
Sub Total Hrs.			8					2			TASK 1B	10
Sub Total \$			\$2,000					\$220		\$1,500		\$3,700
TASK 1 SUB-TOTAL HOURS		-	8	4	-	20	-	2	-	-	TOTAL	34
TASK 1 SUB-TOTAL FEE		\$ -	\$ 2,000	\$ 1,120	\$ -	\$ 3,800	\$ -	\$ 220	\$ 5,060	\$ 1,500	(ROUNDED)	\$ 13,700
2 - SR 828 Flashing Solar Light Evaluation and Upgrade Project: NDOT Coordination & Permitting												
2 - NDOT Coordination & Permitting												
Sub Total Hrs.			2	2	4	4					TASK 2	12
Sub Total \$			\$500	\$560	\$780	\$760						\$2,600
TASK 2 SUB-TOTAL HOURS		-	2	2	4	4	-	-	-	-	TOTAL	12
TASK 2 SUB-TOTAL FEE		\$ -	\$ 500	\$ 560	\$ 780	\$ 760	\$ -	\$ -	\$ -	\$ -	(ROUNDED)	\$ 2,600
3 - SR 828 Flashing Solar Light Evaluation and Upgrade Project: Construction Services												
3A - Construction Administration												
Sub Total Hrs.			16			4		8			TASK 3A	28
Sub Total \$			\$4,000			\$760		\$880	\$1,700			\$7,300
3B - Construction Inspection												
Sub Total Hrs.			8				60				TASK 3B	68
Sub Total \$			\$2,000				\$10,200					\$12,200
TASK 3 SUB-TOTAL HOURS		-	24	-	-	4	60	8	-	-	TOTAL	96
TASK 3 SUB-TOTAL FEE		\$ -	\$ 6,000	\$ -	\$ -	\$ 760	\$ 10,200	\$ 880	\$ 1,700	\$ -	(ROUNDED)	\$ 19,500
4 - SR 828 Flashing Solar Light Evaluation and Upgrade Project: Project Contingency (OPTIONAL)												
TASK 4 SUB-TOTAL FEE											TOTAL	\$ 2,500
PROJECT TOTAL HOURS		-	34	6	4	28	60	10	-	-	TOTAL	142
PROJECT TOTAL FEE		\$ -	\$ 8,500	\$ 1,680	\$ 780	\$ 5,320	\$ 10,200	\$ 1,100	\$ 6,760	\$ 1,500	(ROUNDED)	\$ 38,300

ATTACHMENT B-2

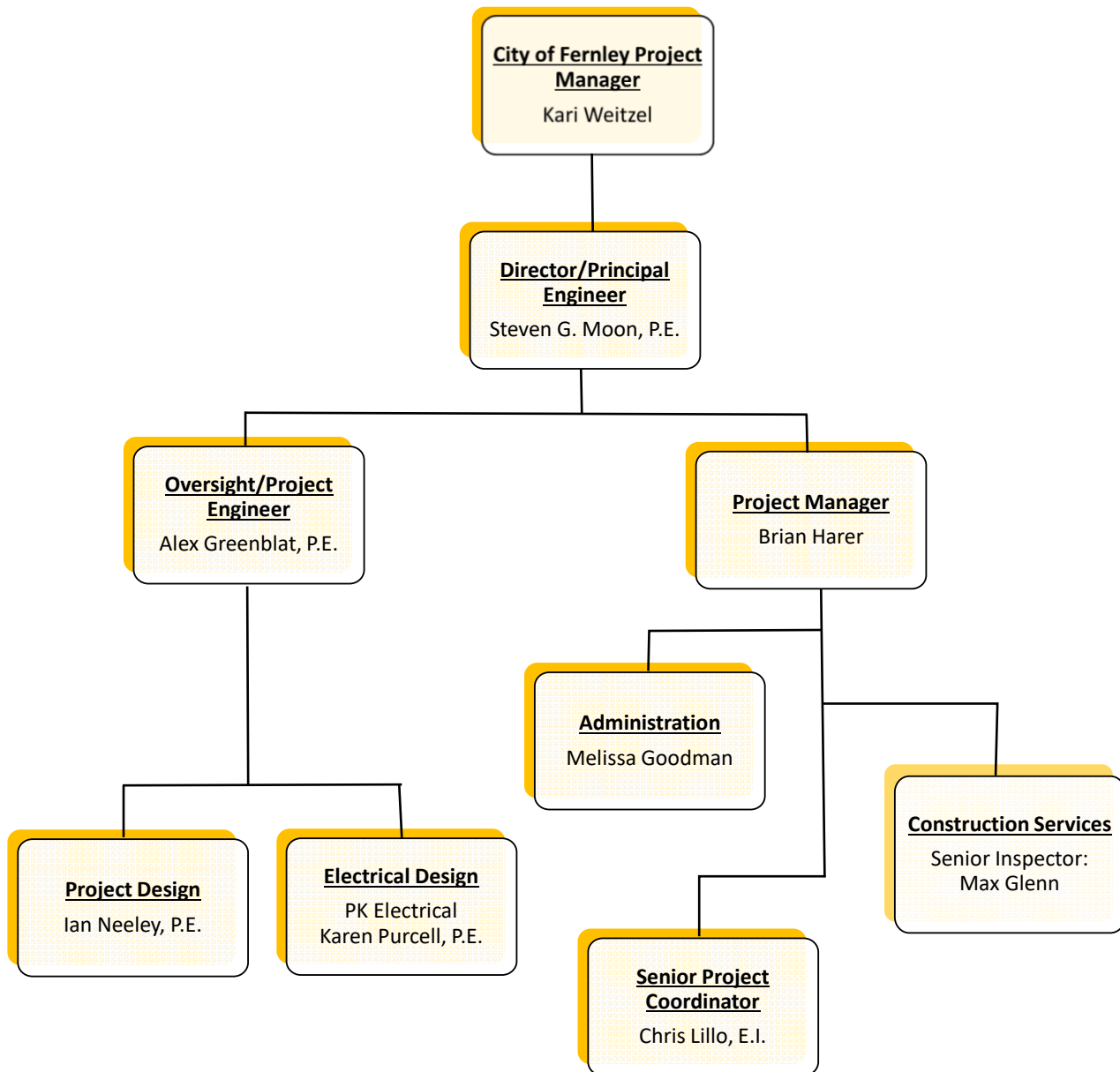
	TASK DESCRIPTION	ORIGINAL BUDGET	BUDGET AFTER REALLOCATION	REMAINING BUDGET	BUDGET REQUIRED PER ATTACHMENT B-1 OF THIS AMENDMENT	REQUESTED ADDITIONAL FUNDS
1A.1	Investigate Existing Conditions	\$500.00	500	\$170.00	\$0.00	(\$170.00)
1A.2	Preliminary Design and Bid Documents	\$12,000.00	17900	\$3,225.00	\$10,000.00	\$6,775.00
1B	Bidding Services	\$3,400.00	0	(\$7,735.00)	\$3,700.00	\$11,435.00
2	NDOT Coordination and Permitting	\$3,600.00	3600	\$13.00	\$2,600.00	\$2,587.00
3A	Construction Administration	\$6,800.00	6800	\$6,776.00	\$7,300.00	\$524.00
3B	Construction Inspection	\$10,200.00	10200	\$10,200.00	\$12,200.00	\$2,000.00
4	Project Contingency (OPTIONAL)	\$2,500.00	0	\$0.00	\$2,500.00	\$2,500.00
	Sub Totals	\$39,000.00	\$39,000.00	\$12,649.00	\$38,300.00	\$25,651.00

Engineering	Per Hour
Director	\$295
Group Manager	280
Senior Project Manager – Special Projects	250
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Hydrogeologist	190/200/215
Staff / Project / Senior Engineer	190/205/215
Assistant / Project / Senior Project Coordinator	145/185/195
Project / Senior Project Designer	160/170
Engineering Technician I / II / III	110/140/150
Construction	Per Hour
Director	\$295
Materials Engineering Manager	265
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Geotechnical Engineer	190/205/215
Construction Services Supervisor / Engineer	175/185
Assistant / Project / Senior Project Coordinator	145/185/195
Geotechnician	175
Inspector / Senior Inspector (includes nuclear gauge)	160/170
Construction Technician I / II / III	120/130/140
Materials Technician I / II / III (includes nuclear gauge)	110/120/130
Administrative Technician	90/100/110
Surveying	Per Hour
Director	\$295
Group Manager	280
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Surveyor	190/205/215
Assistant / Project / Senior Project Coordinator	145/185/195
Photogrammetrist / Photogrammetry Manager	170/205
GIS Analyst	140
Surveying Technician I / II / III	95/140/150
Party Chief	190
Administrative & Other Services	Per Hour
Administrative Support	\$135
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

- Fees for prevailing wage rate projects are available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2025. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

ATTACHMENT C SCHEDULE OF SERVICES												
ID	Task Name	Duration	Start	Finish	1st Quarter			2nd Quarter			3rd Quarter	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	Project Re-Start	1 day	Mon 2/3/25	Mon 2/3/25								
2	Submit Final Plans and Specifications to City	3 wks	Mon 2/3/25	Fri 2/21/25								
3	City Review Comments	1 wk	Mon 2/24/25	Fri 2/28/25								
4	Advertise for Bids	3.2 wks	Thu 3/6/25	Thu 3/27/25								
5	Pre-Bid Conference	1 day	Thu 3/13/25	Thu 3/13/25								
6	Open Bids	1 day	Thu 3/27/25	Thu 3/27/25								
7	City Council Award	1 day	Wed 5/7/25	Wed 5/7/25								
8	Pre-Construction Conference	1 day	Wed 6/4/25	Wed 6/4/25								
9	Material Procurement Notice to Proceed	1 day	Thu 6/5/25	Thu 6/5/25								
10	Material Procurement (Estimated)	8 wks	Fri 6/6/25	Thu 7/31/25								
11	Construction Notice to Proceed	1 day	Mon 8/4/25	Mon 8/4/25								
12	Construction	4 wks	Mon 8/4/25	Fri 8/29/25								
Project: SR 828 RRFB SOLAR OPTION AMENDMENT 1 Date: 12/19/2024					Task		Inactive Task		Manual Summary Rollup		External Milestone	
					Split		Inactive Milestone		Manual Summary		Deadline	
					Milestone		Inactive Summary		Start-only		Progress	
					Summary		Manual Task		Finish-only		Manual Progress	
					Project Summary		Duration-only		External Tasks			
Page 1												





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 5, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-810-698

ACTION REQUESTED: Consent

AGENDA ITEM:

Possible action to authorize the execution of the water rights banking and dedication agreement with Milton T. Miller and Kara L. Miller, APN 020-361-18 TCID serial number 1057- A in the amount of 9.0 acre feet.

AGENDA ITEM BRIEF:

Staff is seeking Council approval to authorize the execution of the Water Right Banking and Dedication Agreement with Milton T. Miller and Kara L. Miller, APN 020-361-18 TCID serial number 1057- A in the amount of 9.0 acre feet.

RECOMMENDED MOTION:

"I move to authorize the execution of the Water Right Banking and Dedication Agreement with Milton T. Miller and Kara L. Miller, APN 020-361-18 TCID serial number 1057- A in the amount of 9.0 Acre-feet."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

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

BACKGROUND:

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

Milton T. Miller and Kara L. Miller are proposing to dedicate 9.0ac/ft of water rights appurtenant to APN 020-061-18 (TCID Serial Number 1057-A) to the City of Fernley then immediately assign to, and bank the water in the name of, Rockhound Investments, LLC. The deed and dedication package were reviewed and approved by Taggart and Taggart, Ltd. The water will be used to support future development projects.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

1. Miller Dedication Agreement
2. Miller Draft Deed

**WATER RIGHTS BANKING
AND DEDICATION AGREEMENT**

This Water Rights Banking and Dedication Agreement made as of the ____ day of _____, 2024 (this “Agreement”), by and between Milton T. Miller and Kara L. Miller, husband and wife, (the “Dedicator”) and the City of Fernley, a political subdivision of the State of Nevada (the “City”), for the purpose of dedicating and banking certain water rights.

R E C I T A L S

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

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

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

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

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

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

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

will serve commitment is made. In addition, the parties agree and understand that the City has no obligation to independently obtain the necessary water rights to fulfill a will-serve commitment;

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

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

A Nine (9.0) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1057-A. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-361-18 and further described in that certain Grant, Bargain and Sale Deed recorded in the official records of Lyon County on February 26, 2019 as Document No. 592561.

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

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

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

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

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

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

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

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

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

Dedicator

Rockhound Investments, LLC

10742 S. Eichenberg Rd.

Reed City, MI 49677

City of Fernley

Department of Public Works

595 Silver Lace Boulevard

Fernley, NV 89408

12. **General Conditions.**

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

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

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

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

[signature page follows]

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

City of Fernley

Mayor of Fernley

Date:

Attested:

City Clerk

Dedicator

Milton T. Miller

Date:

Kara L. Miller

Date:

Assignee

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

ROCKHOUND INVESTMENTS, LLC
a Nevada Limited Liability Company

Kenneth Gearhart, Managing Member

Date:

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

LYON CO. APN: 020-361-18

RECORDING REQUESTED BY:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

AFTER RECORDATION RETURN TO:

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER RIGHTS GRANT, BARGAIN, & SALE DEED

THIS WATER RIGHTS DEED is made and entered into this ____ day of _____, 2024, to convey the below-mentioned water rights from MILTON T. MILLER and KARA L. MILLER, husband and wife as joint tenants with right of survivorship, (hereinafter referred to as "GRANTOR") to the CITY OF FERNLEY, a political subdivision of the State of Nevada (hereinafter referred to as "GRANTEE")

WITNESSETH:

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

A Nine (9.0) acre-foot/annually portion of Truckee-Carson Irrigation District Serial Number 1057-A. Said water rights are appurtenant to that certain real property located in Lyon County, State of Nevada described as Lyon County Assessor Parcel Number 020-361-18 and further described as follows:

All that certain real property being a portion of the NE ¼ of the SW ¼ of Section 19, T 20 N, R 25 E, M.D.B.&M., Lyon County, Nevada, described as follows:

BY: _____
Kara L. Miller

STATE OF _____)
: ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by
Kara L. Miller.

WITNESS my hand and official seal.

NOTARY PUBLIC



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 5, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:x

No:

CURRENTLY BUDGETED:

Yes:x

No:

FUND/ACCOUNT:

510-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve a contract with Keller Associates to provide a Preliminary Engineering Report for the Caustic Soda pipe leaking issue presently occurring at the Water Treatment Plant's Chemical Building, outside conveyance manhole locations, and at the Microfiltration Building: and provide evaluation of the air compressors and pneumatic supply. The proposal is not to exceed the amount of \$53,300

AGENDA ITEM BRIEF:

Staff is seeking approval to execute a contract for the Preliminary Engineering Report for the Caustic Soda pipe leaks, and pneumatic air evaluation for the not to exceed amount of \$53,300.

RECOMMENDED MOTION:

"I move to approve the contract with Keller Associates, Inc. in the amount not to exceed \$53,300 for the Preliminary Engineering Report on the Caustic Soda Leaks in the piping system and pneumatic air compressors."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may decide not to approve the consent motion and provide direction to the City Manager and staff on how to proceed with the improvements needed at this facility.

BACKGROUND:

City staff have always been concerned with the lack of a looping system on the east side of the city. A loop system provides a multi-directional response to high water demands in the city, especially as it relates to emergency response. The City of Fernley WTP currently utilizes caustic soda at their treatment facility. The primary storage of the caustic soda is located in the chemical building and a day tank is located in the microfiltration building. The chemical lines making up the caustic system have developed visible leaking that has worsened over time, caused damage to other infrastructure, and poses a safety hazard for operations staff.. As maintenance of any of the tanks occurs, the tank needed maintenance is required to be drained and be offline for the duration of the procedure (Sage Tank was offline 3.5 months last time it was re-habilitated). The addition of a new tank will provide the city distribution system with additional storage capacity for residential use, as well as fire response fortification.

City growth and the ability of the water distribution system to provide domestic demand and emergency response must be at the forefront of all city staff and city council. The Highway 50 Loop system connection will give the city a complete system to keep the city protected and at the same time it will help provide system demand as the population grows and more development occurs along the south east corridor.

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

The funding for this Construction Project was approved in the current budget for fiscal year 2024/2025 under the Water Enterprise GL 510-166100.

ATTACHMENTS:

1. 2025.02.05 CONTRACT - KELLER ASSOCIATES PIPING REPLACEMENT
2. 2024.12.05, Fernley WTP, Scope of Work R2

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 5th day of February, 2025, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Keller Associates a consultant, whose address is 1325 Airmotive Way, Suite 375, Reno, NV 89502 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A:** Scope of Work. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.

2. **Attachment B:** N/A

b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and

CONTRACT

A Contract For Design Professional Services

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

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

3. REQUIRED APPROVAL COMPENSATION AND TERMS OF PAYMENT:

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

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A Contract For Design Professional Services

City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1.0 to 7.0) \$53,300.00

Subtotal OPTIONAL Professional Services: (Task X.X) \$0

Total NTE Amount (Including OPTIONAL Services) \$53,300.00

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

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

If to Contractor: Keller Associates
1325 Airmotive Way, Suite 375
Reno, NV 89502

4. **INSPECTION & AUDIT:**

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

CONTRACT

A Contract For Design Professional Services

any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

5. TERMINATION OR SUSPENSION:

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

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A Contract For Design Professional Services

- i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

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A Contract For Design Professional Services

- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).
6. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
7. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.
10. **INDEMNIFICATION:** The City does not require the Contractor to defend, indemnify or hold harmless the public body or the employees, officers or agents of that public body from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the public body.

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A Contract For Design Professional Services

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

11. INDEPENDENT CONTRACTOR: Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend

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A Contract For Design Professional Services

the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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A Contract For Design Professional Services

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

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

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

c. General Requirements.

- i. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***the City of Fernley, its officers, employees, and immune contractors*** shall be named as additional insureds for all liability arising from this Contract.
- ii. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation in favor of the City.
- iii. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- iv. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
- v. Policy Cancellation: Except for ten days' notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, the policy shall

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A Contract For Design Professional Services

not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.

- vi. Approved Insurer: Each insurance policy shall be issued by insurance companies: (a) authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made; and (b) currently rated by A.M. Best as "A-VII" or better.
- d. **Evidence of Insurance.** Prior to the start of any work, Contractor must provide the following documents to the City:
- i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
 - ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per General Requirements, Subsection 1) above.
 - iii. Schedule of Underlying Insurance Policies: If an Umbrella or Excess insurance policy is evidenced to comply with minimum limits, a copy of the underlying schedule from the Umbrella or Excess insurance policy may be required.
 - iv. Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. Contractor will mail all required insurance documents to the City at the address identified in section 4 of this Contract.
- e. **Failure to Maintain Required Coverages.** If Contractor fails to carry the required insurance, the City may: (i) order Contractor to stop further performance of the Contract, and declare contractor in breach, terminate the

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Contract if such breach is not remedied; or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to Contractor or charge the replacement insurance costs back to Contractor.

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

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

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

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

17. PROPRIETARY INFORMATION: Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the City and all such materials shall be delivered into the possession of the City by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the City. Notwithstanding the foregoing,

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the City shall have no proprietary interest in any materials licensed for use by the City that are subject to patent, trademark, or copyright protection.

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

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

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

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

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

- 21. CERTIFICATION REQUIRED BY NEVADA SENATE BILL 26 (2017):** By signing this Agreement, the CONSULTANT provides a written certification, as a material part of this Agreement, that the CONSULTANT is not currently engaged in, and during the Term shall not engage in, a boycott of Israel. The term "boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The CONSULTANT shall be responsible for fines, penalties, and repayment of any State of Nevada or federal funds that may arise (including those that the CITY pays, becomes liable to pay, or becomes liable to repay) as a direct result of the CONSULTANT's non-compliance with this Section. If, at any time during the formation or duration of this Agreement, CONSULTANT is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.
- 22. PROPER AUTHORITY:** Contractor represents and warrants Contractor has full power and authority to enter into this Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 23. GOVERNING LAW; VENUE:** This Contract will be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Nevada, excluding its conflict of laws rules. In any action or proceeding arising under this Contract, each party (a) consents to the jurisdiction of Nevada Courts, and of the pertinent appellate courts, and consents to the venue of such action or proceeding in Lyon County, Nevada courts, (b) irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts, and (c) consents to personal jurisdiction within Lyon County, Nevada. Each party accepts for itself, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any defense of lack of personal jurisdiction, improper venue, inconvenient forum or any similar defense, and irrevocably agrees to be bound by any non-appealable judgment rendered thereby in connection with this Contract.
- 24. INTEGRATED CONTRACT:** This Contract (including any addenda, exhibits, or attachments incorporated into and made a part of this contract) constitutes the entire agreement and understanding among the parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained herein. The terms of this Contract are contractual and not a mere recital.
- 25. COUNTERPARTS:** This Contract may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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

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insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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CONTRACT

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Manager, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

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

CONTRACTOR

BY:

TITLE:

FIRM: KELLER ASSOCIATES

BUSINESS LICENSE #:

Address: 1325 AIRMOTIVE WAY, SUITE 375

City: RENO State: NV Zip Code: 89502

Telephone: 75-451-7288

E-mail Address:

(Signature of Contractor)

DATED this _____ day of _____, 20__.

STATE OF _____)
County of _____) ss

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

WITNESS my hand and official seal.

Notary's Signature

My Commission Expires: _____

Attachment A
CITY OF FERNLEY
WTP CAUSTIC SODA AND AIR SYSTEM IMPROVEMENTS
SCOPE OF WORK

PROJECT DESCRIPTION

City of Fernley (“Owner”) has contracted with **Keller Associates, Inc.** (“Consultant”) to provide engineering services for the improvements to the existing water treatment plant (WTP). The Consultant’s scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

The City of Fernley WTP currently utilizes caustic soda at their treatment facility. The primary storage of the caustic soda is located in the chemical building and a day tank is located in the microfiltration building. The chemical lines making up the caustic system have developed visible leaking that has worsened over time, caused damage to other infrastructure, and poses a safety hazard for operations staff.

Additionally, the Owner has requested an evaluation of their existing compressed air system to address redundancy for current and future demand (20 MGD and 30 MGD respectively).

The Owner has requested the Consultant to provide recommend improvements for the existing caustic system and compressed air system in a Preliminary Engineering Report (PER).

Consultant’s services are limited to those services outlined in the following scope of work.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities

- 1.1 Project Management. Provide general project administration services including contract administration, project accounting, and internal project administration.
- 1.2 Kickoff Meeting / Site walk. Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to review/establish Owner design criteria, establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the project, discuss available data and published materials that will be made available by the Owner, and review the process for deliverables including the process for Owner review and approval.

In conjunction with the kickoff meeting, the Consultant will perform a site walk with Owner staff. The primary goals of the site walk will be to:

- Observe the configuration and condition of the existing caustic and compressed air systems.
- Identify locations of apparent leaks and failing caustic system feed equipment.
- Identify caustic and compressed air system equipment to be replaced.
- Review current compressed air configuration and known deficiencies.
- Document the current operational procedures and controls related to the caustic and compressed air systems.

Owner Responsibilities:

- Provide meeting space for the kickoff meeting.
- Provide appropriate staff for the site walk.

Assumptions:

- Project management budget is based on the Schedule section below.
- Project is being funded by the Owner. Funding support is not included in this scope of work.
- Kickoff meeting/site walk to take place after request for information and data acquisition and review.
- Site walk is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces.
- Consultant will not perform field pressure tests.

Deliverables:

- Kickoff meeting agendas and meeting notes.

TASK 2: DATA ACQUISITION & REVIEW

Consultant Responsibilities

2.1 Request for Information. A request for information will be prepared by the Consultant describing the information needed to complete this scope of services including, but not limited to, the following items:

- Caustic soda bulk chemical strengths, dosages, dilutions (if applicable), and feed rates.
- Chemical safety data sheets for caustic soda.
- Record drawings, where available.
- Specifications and product information for existing facilities, where available.
- Age information for existing facilities, where available.
- Summary of existing system electrical and controls related to caustic and compressed air systems.
- Summary of known problems, issues, and repairs to existing facilities.
- WTP permit requirements.
- Sanitary sewer discharge permit requirements related to the pH adjustment needs.
- Compressed air system information.
- Electrical, controls, and SCADA information including recorded pressure data from compressed air system.

2.2 Data Collection and Review. Collection and processing of data provided by the Owner in the RFI. Provide a follow-up Request for Information for supplemental data if needed.

Owner Responsibilities

- Provide requested data within two weeks of request.
- Complete field work and provide sampling/testing, if required.
- Provide access to facilities and records.

Assumptions

- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.

Deliverables

- Requests for Information

TASK 3: PRELIMINARY ENGINEERING REPORT

Consultant Responsibilities

3.1 Draft Preliminary Engineering Report. The Engineer will prepare a Preliminary Engineering Report that will include a review of the existing caustic and compressed air systems and provide a recommendation for improvements. It is assumed that the Preliminary Engineering Report will be limited to the following information:

- Summary of the findings from the site walk related to the conditions of the existing caustic and compressed air systems.
- Documentation of design criteria.
- Review of existing system deficiencies (caustic soda chemical piping, and compressed air system) based on information gathered under Task 2.
- Review and discussion of the ability of the existing compressed air system to supply air to the pneumatic valving system for the 20 MGD and 30 MGD operating scenarios of the WTP.
- Recommendations for improvements to the caustic system considering the current 20 MGD operating scenario of the WTP.
- Recommendations for improvements to the compressed air system considering the 20 MGD and 30 MGD operating scenarios of the WTP.
- Preliminary construction sequencing for the improvements.
- An engineer's opinion of probable cost (AACE class 4).

The Preliminary Engineering Report will be submitted to the Owner in draft form to allow the Owner to comment on the document's findings and recommendations.

3.2 Workshop Meeting. After the submission of the draft Preliminary Engineering Report, Consultant will participate in a workshop with the Owner to review comments and discuss findings. Consultant is anticipating up to three participants in the workshop (two staff in person, and one remote).

3.3 Final Preliminary Engineering Report. Incorporate Owner comments into a final draft report. Prepare, stamp, and sign the Preliminary Engineering Report.

Owner Responsibilities

- Provide venue for the workshop meeting.
- Provide review and written comments within 1 week of receiving draft Preliminary Engineering Report.

Assumptions

- Full replacement of the Caustic chemical piping, extending from tank outlet to injection quill, is assumed for this report.
- Sodium hypochlorite, citric acid, and ferric chloride systems will not be evaluated as a part of this scope of work.
- Design criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- No drawings or specifications will be developed as a part of this task. Design services will be part of a future task.
- No submittal to the Nevada Department of Environmental Protection is assumed for this task.

Deliverables

- Draft and Final Preliminary Engineering Report in PDF format.
- Workshop meeting agenda and minutes in PDF format.

TASK 4: FINAL DESIGN SERVICES (FUTURE TASK)

TASK 5: SERVICES DURING BIDDING (FUTURE TASK)

TASK 6: CONSTRUCTION PHASE SERVICES (FUTURE TASK)

TASK 7: MANAGEMENT RESERVE

From time to time the Owner may have additional tasks related to the project, or additional tasks may be encountered that are not identified in this scope of work or that may be dependent on decisions not yet made ("Additional Services"). This task establishes a management reserve for Additional Services. Consultant shall not perform any Additional Services unless authorized in writing by Owner staff (Owner's Project Manager). Compensation for Additional Services may be based on Consultant's time and material or a lump sum amount as agreed by Owner and Consultant.

ADDITIONAL SERVICES (not included in scope of work)

- Field work, including survey check, pressure testing, material testing, additional flow monitoring, etc.
- Environmental Field Work
- Additional meetings, public outreach, or stakeholder support
- Funding application and administrative support
- Staffing, operations and maintenance evaluation and recommendations beyond what is listed in the scope of work
- Energy efficiency evaluations
- Water management and conservation planning
- Topographic Survey
- Geotechnical Investigation
- Special use permits, environmental services, or additional permitting beyond those described in the scope of work

SCHEDULE

Consultant anticipates the following project schedule. The schedule assumes that requested information is provided by the Owner within the timeframes indicated in the scope of work, and that Owner reviews are generally completed within one week.

Task	Schedule	Comments
Task 1 – Project Management	120 days	Overall project schedule begins following Notice to Proceed.
Task 2 – Data Acquisition & Request for Information	30 days	Schedule to begin following Notice to proceed.
Task 3.1 – Draft Preliminary Engineering Report	45 days	Preliminary Engineering Report will be submitted to Owner and Agency within 45 days following the kickoff meeting/site walk.
Task 3.3 – Final Preliminary Engineering Report	30 days	Schedule to begin following the Workshop meeting.

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated semi-annually in January and July. Lump sum amounts include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

Task	Type	Amount
Task 1 - Project Management	LS	\$ 9,570
Task 2 – Data Acquisition & Review	LS	\$ 8,280
Task 3 – Preliminary Engineering Report	LS	\$ 30,450
Task 4 – Final Design Services	LS	\$
Task 5 – Services During Bidding	LS	\$
Task 6 – Construction Phase Services	LS	\$
Task 7 – Management Reserve	T&M	\$ 5,000
TOTAL COST		\$ 53,300

LS = Lump Sum T&M = Time and Materials



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 5, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve a purchase of equipment and parts through Meurer Research (MRI) for the sludge collector retrofit at the Water Treatment Plant in an amount not to exceed \$23,407.00

AGENDA ITEM BRIEF:

Staff is seeking approval to purchase equipment and parts through Meurer Research (MRI) for the sludge collector retrofit at the Water Treatment Plant in an amount not to exceed \$23,407.00

RECOMMENDED MOTION:

"I move to approve the purchase of equipment and parts through Meurer Research (MRI) for the sludge collector retrofit at the Water Treatment Plant in an amount not to exceed \$23,407.00."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may decide not to approve the consent motion and provide direction to the City Manager and staff on how to proceed with the improvements needed at this facility.

BACKGROUND:

City Staff have been experiencing issues with 2 of the 3 sludge collectors. Working with our control's contractor (Verus), as well as the manufacturer (MRI), we have performed troubleshooting of the system and identified the motor control circuit board as the likely culprit. These control units have been obsolete for about a decade according to the manufacturer, as they converted to the quoted design a few years after installation of our system in 2008/2009. The original documentation indicates that the life expectancy was 20 years. We are currently in year 15. The units may be failing early due to exposure to the elements. It is our understanding that the original design of the Facility had these components housed in a building, which was aborted during construction due to cost, leaving the panels exposed to the harsher desert environment.

The quote is for a retrofit of all 3 basin control systems. It allows us to continue using all the vastly more expensive mechanical components, which are working fine, allowing us to replace only the drive motors back to the control sub panel. This allows us to keep the same gear box, drum, cable, and collector. The controls will be converted from a PLC/Circuit Board control system to a PLC/VFD control system. They have performed many of these conversions for customers over the years as the obsolete systems have failed. In addition, the VFD system allows for more flexibility in the future if there are component failures versus a specifically designed motor circuit control board.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 332

FINANCIAL IMPLICATIONS:

The funding for these parts is approved in the current budget for fiscal year 2024/2025 under the Water Enterprise GL 510-166100.

ATTACHMENTS:

1. Fernley NV MRI-1580 evs 11_20_24

Aftermarket

Quote Number 00039286
Patrick Sparks
Fernley, NV
Phone: 775-980-5252
Email: psparks@cityoffernley.org

Date Issued: 2024-11-20
 Expiration Date: 2024-12-20

Thank you for your inquiry for Meurer Research Equipment Parts and Service. Below is the quote for the items requested. You may complete the fields below to accept this quotation as your order. You may also download as a PDF for processing through your purchasing team. If this is your first order in a while, please provide the billing and shipping info below. Please consider this email plus the link below to our Terms & Conditions to be the complete quotation.

Project Number MRI-1580

Please verify this project (serial) number is accurate for this order.

Item Number	Product	Quantity	Price	Total Price
Custom Item	Custom Item (see description) Kit: 3 ea Powerflex .25HP AC DRIVE; 3 ea Ethernet/IP Controller; 3 ea Micrologix Cable; 6 ea Terminal Block Kits;	1	\$5,697.00	\$5,697.00
Custom Item 2	Custom Item (see description) Motor, AC, WEG 230/460V AC 1/4 HP	3	\$570.00	\$1,710.00
Standard Item 3	Standard Item (see description) Field Service to preform the change over- Estimated Days on site plus travel days, portal to portal	10	\$1,600.00	\$16,000.00

Please include a copy of your Tax-Exempt Certificate if the order is Not Taxable.

USD Total \$23,407.00

Schedule and Shipping

The above items have a lead-time of **4 weeks for components; FS to be scheduled after parts arrive**. Field Service is not scheduled until parts are on site and could be a week or two after delivery. Our freight terms are **Prepay and Add**. The FOB Point for this order is **Shipping Point**.

Please advise of your shipping preference:



**Thank you for the opportunity to present our quotation.
We look forward to working with you.**

Meet our team: [Parkson-MRI-Schreiber Parts Team](#)

Customer Readiness

- Unit must be removed from service, cleaned, and ready for work. Non-readiness may result in additional charges.
- Upon disassembly on-site, if any unforeseen parts or structural repairs are discovered, Meurer Research will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
- Removal and installation of unit, includes and is not limited to:
- High pressure washing of the unit / removal of all solids. Additional charges and delays will occur if it is necessary for our crew / factory to send equipment out for cleaning and solids disposal.
- Disassembling from adjoining equipment / electrical / controls.
- Disconnecting shower water connections and water supply.

Customer May Need to Provide

- Disconnecting controls / electrical connection and interconnecting wiring removal (including any of the following, but not limited to: E-stop button, solenoids, motors, interlock switches, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel).
- Removing piping connections, platforms, gratings and railings unless stated otherwise.
- Removing any other auxiliary equipment or service not detailed above.
- Personnel Safety is of utmost importance. Provide a safe work area around the equipment.
- Whenever possible, unit should be staged away a safe distance from any currently utilized equipment and/or work areas.

- Provide proper ventilation inside the building.
- Care and storage of components upon receipt at customer site.
- Loading, unloading, crating, and uncrating of replacement parts.
- Delivered material needs to be stored at the same elevation and within 10 feet of the unit.
- Redirect incoming flow.
- Provide clean, dry work area.
- Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) to place them in a customer supplied dumpster.
- At a minimum, a forklift, and possibly a crane / hoist.
 - Manlift, ladders.
 - Any other specialty tool which may be required.
 - Hydraulic puller to remove gear assembly.
 - Dumpster for all old parts.

NOTE REGARDING CA PREVAILING WAGES: *Parkson, as the sole source provider for Meurer Research, MRI, equipment, will be servicing/reconditioning its own proprietary equipment, which service may contain our proprietary trade secrets and know-how. No craft or trade would be appropriate for apprentices related to this work. If the awarding body requires apprenticeship coverage, then MRI would need to amend its quoted pricing and completion time.*

Acceptance

Purchase Orders can be made directly from this quote by updating the quantity and accepting this offer. If your company issues formal Purchase Orders. **Purchase orders must be made out to "Parkson Corporation" or "Parkson Corporation dba Meurer Research" or "Parkson Corporation dba as MRI" and emailed to mriparts@parkson.com.**

This Quotation governed by and subject to Parkson's Standard Conditions of Sales, unless another written T+C agreement has been executed by Parkson and Buyer, which are incorporated by reference and accessible at:

<https://www.meurerresearch.com/aftermarket-terms-conditions>

Your issuance of a purchase order or other request to proceed shall be deemed your acceptance of our quoted terms. No terms, provisions, or conditions of any subsequent purchase order will have any effect on Parkson nor otherwise modify these accepted terms, even if such terms state otherwise. You may reject our quoted terms by providing us with a redline or other objections to our terms for mutual negotiation prior to any issuance of a purchase order.

Select your Payment Preference:

*Your sales team member will contact you to collect the card information. Credit card orders will not be charged packaging and handling. We accept MasterCard, Visa, and American Express. A 2.5% processing fee will be added to all invoices over \$10,000 paid by credit card.

**All Orders are subject to the approval of Parkson's credit department. If this is a first-time order, and you are requesting net payment terms, please include a copy of your credit/trade references. The above Packaging and Handling fee of \$25 is applicable on all orders under \$1,000 unless paying by credit card. Our remit to address is Parkson Corporation PO BOX 737090 Dallas, Texas 75373-7090.

***PARKSON CORPORATION DBA Meurer Research JPMorgan Chase New York, NY 10017

Account: 885093762 RTN/ABA: 021000021 Wire Swift Code BIC: CHASUS33

All international orders (shipments outside of USA or Canada, require payment before shipment. Wire transfer or Credit Card payment is acceptable. International orders are subject to these <https://www.meurerresearch.com/aftermarket-terms-conditions> in lieu of those mentioned above. Once we notify you that your order is ready, please make payment within 5 working days per the below instruction. Items must be picked up by your carrier within 10 days, unless Parkson is arranging shipping. Orders left without communication from you beyond the timing outlined above, will be returned to our stock and considered cancelled.

Parkson has a \$50 min. order policy. There are no cancellations or returns on Electrical or Custom Parts. A 35% restocking fee applies to any other returns.

Individual item prices are based on a complete order for all parts listed on the quote. Any changes to quantity or expedited delivery time may result in a change to the prices quoted.

Quote Number 00039286

~~ You may complete this section as your Order ~~

Name: _____ Title: _____ Phone: _____ MRI Emails a pdf of your invoice. Who shall this be sent to: _____ Your PO# _____	☐ Taxable or ☐ Tax Exempt ☐ First Time Order with us? Please provide the following: Bill To Address: _____ _____ ----- Ship Items to: _____ _____ _____
---	---

Sender: **Edna Sugden** , Parkson dba MRI - **Director of Aftermarket Inside Sales**
Phone: 205-661-5339 Email: esugden@parkson.com Fax: 954-252-3775

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CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 5, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

510-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve a contract with JUB Engineering for Engineering Design Services for Mesa Drive Water Main Replacement in the amounts of \$41,000.

AGENDA ITEM BRIEF:

Staff is seeking the approval to execute a contract with JUB Engineering for Engineering Design Services for Mesa Drive Water Main Replacement in the amounts of \$41,000.

RECOMMENDED MOTION:

"I move to approve a contract with JUB Engineering for Engineering Design Services for Mesa Drive Water Main Replacement in the amounts of \$41,000.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may decide not to approve the consent motion and provide direction to the City Manager and staff on how to proceed with the improvements needed at this facility.

BACKGROUND:

PROJECT SUMMARY:

City staff reached out to JUB Engineering for a proposal for engineering services to construct a new 8 inch water main from the existing 12 inch water main on Mesa Drive to point of connection with the existing 8 inch water main that comes from the water treatment plants interior fire loop. The existing 8 inch main that comes from the plant fire loop to the future point of connection will be retired in place. The new proposed 8 inch main will be located within the Cities Right of Way on Mesa Drive.

JUB's proposal consist of Meetings and Coordination, Topographic Survey & Mapping, 50%, 90% and 100% plans, NDEP & Permitting, and bid support for Phase 1. Phase 2 includes construction administration assistance, construction staking, and record drawings, for an amount of \$41,000.

BACKGROUND:

During the installation of the surface water takeout project, a water main was extended from the WTP site down to Truckee Lane to have a potential for future service for residents in the area, fire protection for the area, and access to water for operations and maintenance of the new takeout structure and pipeline.

The next step to making this operational is extending a main from the existing dead end water main in Mesa Drive and connecting it to the new main. The extension of this water main will also allow the City to reconfigure the current domestic service and fire service for the WTP.

The WTP is currently supplied from the high service pump station for domestic and fire service. If the high service pump station is not in operation, then the service is compromised. Connecting the WTP into the water main in Mesa Drive will provide a more consistent and reliable water supply for domestic and fire as well as service to the main that was installed as part of the conveyance project.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

The funding for this Construction Project was approved in the current budget for fiscal year 2024/2025 under the Water Enterprise GL 510-166100.

ATTACHMENTS:

1. 2025.02.05 FernleyContract-JUBComments
2. ATTACHMENT A_JUB-Fernley-Mesa Proposal

CONTRACT

A Contract For Engineering Design Services

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

and

JUB Engineering
5190 Neil Road, Suite 5000
Reno, Nv 89502

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

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

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

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

2. **DEFINITIONS.**

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

3. **CONTRACT TERM.** This Contract shall be effective from the 5th day of February, 2025, to the 30th day of June, 2025, subject to appropriation.

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

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A Contract For Engineering Design Services

Notice for the City shall be sent to:

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

Notice for the Contractor shall be sent to:

JUB Engineering
5190 Neil Road, Suite 5000
Reno, Nv 89502

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

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

7. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a Fee Schedule outlined in Attachment B .
8. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to this Contract and recognize that the City is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the City no later than the first Friday in August of the same year.
9. **INSPECTION & AUDIT.**
 - a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

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Contractor agrees to provide a copy of the file within a reasonable time upon being requested by the City.

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

10. CONTRACT TERMINATION.

- a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated without cause by (1) written mutual consent of both parties, or (2) unilateral termination by either party after service of formal Thirty Day (30) written notice as specified in paragraph (4).
- b. **Termination for Non-Appropriation.** The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the City. The City may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- c. **Default or Breach.** A default or breach may be declared with or without termination. The following shall constitute a default or breach:
 - i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by

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statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. For any other good or sufficient reason, including, but not limited to, dishonesty, fraud, ethical violations, bribery, or other similar acts.

d. **For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected.

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

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the City;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the City; and
- iv. Contractor shall preserve, protect and promptly deliver possession to the City of all proprietary information in accordance with paragraph (21).
- v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such dispute(s).

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

12. **ATTORNEYS' FEES, COSTS, AND EXPENSES.** Unless otherwise stated

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A Contract For Engineering Design Services

herein, the Parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Agreement.

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

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

15. INDEMNIFICATION.

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

B. For claims unrelated to Contractor's professional services, the CONTRACTOR agrees to hold harmless, indemnify, and defend the City, including their elected officials, officers, employees, and agents from loss or liability resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death, or property damage, caused by any negligent or ~~intentional~~ wrongful acts, errors or omissions, either direct or passive, on the part of the Contractor, its Subs, their employees, agents, or representatives, arising from the performance of work under this Agreement. The collective group to be indemnified shall hereinafter be referred to as "Indemnitees." If an "Indemnitees" is found to be liable in the proceeding, then Contractor's obligation here under shall be limited to the proportional share of the liability attributed to the Contractor.

16. INDEPENDENT CONTRACTOR. Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the

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

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

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

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

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

Any insurance or self-insurance available to the City shall be in excess of, and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer

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required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance:

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

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

City of Fernley
595 Silver Lace Blvd
Fernley, NV 89408

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

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

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

Commercial General Liability Insurance:

- 1) Minimum Limits required:
\$1,000,000 General Aggregate

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\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence

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

Business Automobile Liability Insurance:

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

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

Professional Liability Insurance:

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

Umbrella or Excess Liability Insurance:

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

Commercial Crime Insurance:

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

Performance Security:

- 1) Amount required: \$
- 2) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the City only.
- 3) The security shall be deposited with the City no later than ten (10) working days following award of this Contract to Contractor.

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- 4) Upon successful completion of this Contract, the security and all interest earned, if any, shall be returned to Contractor.

General Requirements:

- 1) Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Fernley, its officers, employees and immune contractors*** shall be named as additional insureds on Contractor's general and auto liability policies ~~for all liability arising from this Contract.~~
- 2) Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- 3) Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the City.
- 5) Policy Cancellation: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the policy holder, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- 6) Approved Insurer: Each insurance policy shall be:
 - a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the City and having agents in the State of Nevada upon whom service of process may be made, and
 - b. Currently rated by A.M. Best as "A- VII" or better.

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

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

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A Contract For Engineering Design Services

insurance policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

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

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

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

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

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

21. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the City, such offending portion of the assignment shall be void, and shall be a breach

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of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the City.

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

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

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

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

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

25. LOBBYING. The parties agree, whether expressly prohibited by federal, state or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

Any federal, state, county or local agency, legislature, commission, counsel or board;

Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. GENERAL WARRANTY: Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall, consistent with this professional standard of care, conform to the specifications set forth in the incorporated attachments.

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

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

29. INTEGRATED AGREEMENT. This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and

CONTRACT

A Contract For Engineering Design Services

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

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

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

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

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

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

CONTRACT

A Contract For Engineering Design Services

and intent of this Agreement.

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

CITY MANAGER

City of Fernley
Benjamin Marchant
Telephone: 775-784-9900

BENJAMIN MARCHANT
DATED this _____ day of _____, 20__.

CITY ATTORNEY

City of Fernley
Aaron Mouritsen, Esq.
Telephone: 775-784-9861
Fax: 775-784-9868

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

AARON MOURITSEN
DATED this _____ day of _____, 20__.

CITY'S ORIGINATING DEPARTMENT:

City of Fernley Engineering Department

Department Director
DATED this _____ day of _____, 20__.

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A Contract For Engineering Design Services

CONTRACT ACCEPTANCE AND EXECUTION:

The City Council of Fernley, Nevada, at their publicly noticed meeting of February 5, 2025, approved the acceptance of this Contract. Further, the City Council authorizes the Mayor of Fernley, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

FERNLEY:

NEAL E. MCINTYRE, MAYOR

DATED this _____ day of _____, 20__.

ATTEST:

KIM SWANSON, CITY CLERK

DATED this _____ day of _____, 20__.

CONTRACT

A Contract For Engineering Design Services

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

CONTRACTOR

BY:

TITLE:

FIRM: JUB Engineering

BUSINESS LICENSE #:

Address: 5190 Neil Road, Suite 5000

City: Reno

State: NV

Zip Code: 89502

Telephone:

E-mail Address:

(Signature of Contractor)

DATED this ____ day of _____, 20__.



December 13, 2024

Via email: spleitez@cityoffernley.org

Salvador A. Pleitez, P.E., MBA
Senior Project Manager
City of Fernley
595 Silver Lace Blvd
Fernley, NV 89048

RE: MESA DRIVE WATER MAIN

Dear Salvador,

J-U-B ENGINEERS, Inc. (J-U-B) is pleased to submit this Proposal to provide Civil Engineering services for the above-referenced project, located in the City of Fernley.

The Scope of Services outlined on the following pages is based on our recent phone calls, emails and understanding of your needs and information provided to J-U-B.

Scope of work generally includes the following: construct new 8-in water main from existing 12-in water main in Mesa Drive to point of connection with existing 8-in water main that comes from water treatment plant interior fire loop; existing 8-in main from plant fire loop to future point of connection will be retired in place. Alignment of proposed 8-in main will be located within Mesa Drive (City of Fernley right-of-way) and City of Fernley Property (along north bank of TCID ditch, and immediately outside of TCID ditch easement).

The following assumptions were made while preparing this scope of work:

- City of Fenley will provide water system GIS and record drawings to J-U-B
- All new water main (800± LF) will be C900 PVC or restrained joint ductile iron, poly-wrapped.
- Existing pipe will be retired in place.
- The Plans will comply with City of Fernley design standards. Plans will be submitted to NDEP for Water Project Approval.
- The City of Fernley will advertise the project and manage the bid process.
- No water service or fire hydrant reconnections are expected.
- All trenches in asphalt will receive permanent bituminous T-patch and restriping as required
- All trenches in non-paved areas will be backfilled to existing grade and the surface will be restored as required.
- No boundary or easement work is included in this proposal.
- Inspection by City of Fernley; Materials testing by 3rd party

- Pressure testing and Bac-T by City of Fernley

PHASE 1 – DESIGN & BIDDING SERVICES

Task 1: Project Management, Meetings & Coordination

\$4,000

This task will include the general project management of the work effort including communication and coordination with J-U-B team and internal meetings as required. The project management will also include communication with the Client, Monthly budget tracking and invoicing, and ongoing document handling and filing.

Assumptions:

The work will be limited to one administrative Client meeting in Fernley, other Client meetings will be online virtual meetings.

Task 2: Topographic Survey & Mapping

\$3,500

Obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with surveyors to verify that design survey is performed as required. The general scope of the survey work will include the following:

Topographic Survey and Mapping:

- Topographic Survey – J-U-B will prepare a Topographic Survey and will prepare the final drawing showing one - foot contour intervals with drawing scale of 1" =20'. J-U-B will characterize existing conditions by locating existing surface-apparent features including but not limited to the lift station manhole, valve vault, inflow manhole, key elevations such as the influent sewer inverts, existing force main at the valve vault and discharge elevation at the headworks, water, sewer, electric, and utility structures, drainage features, the existing building, and fence. These features will be mapped and shown on the topographic map. J-U-B will prepare an ACAD file of the topographic survey with detail as specified above. The horizontal and vertical control will be based on published data. Horizontal control will conform to North American Datum of 1983 (NAD 83), and vertical control will conform to North American Vertical Datum of 1988 (NAVD 88).
- Mapping – J-U-B shall provide mapping of existing improvements described above, apparent connectivity of all surface and subsurface utilities features, and public utility easements. Subsurface utilities, to the extent that they are field marked, will indicate type, existing surface elevation, and depth to feature or pipe invert(s) if exposed and accessible. Mapping shall be provided at a scale of 1"=20'.

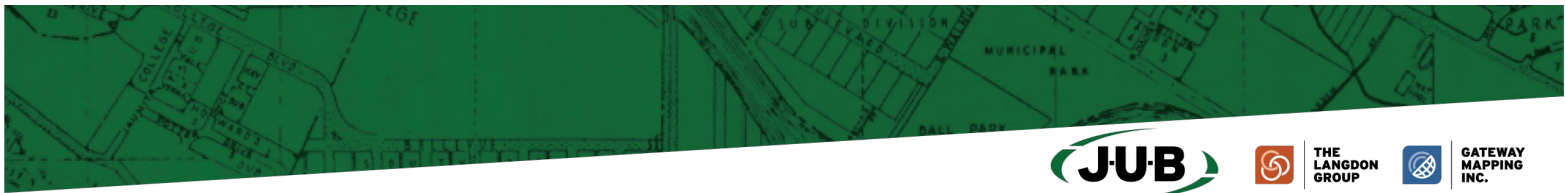
Task 3: 50% Plans Production

\$8,200

J-U-B will develop preliminary 50% plans. In conformance with the City of Fernley and Orange Book requirements, the plans will show the general intent and major elements of the design, including horizontal pipe alignment, preliminary vertical pipe profile, pipe material, thrust blocks, fittings, restrained portions of pipe, and any needed utility conflict resolution and connections to existing water main(s).

The plan package will consist of the following:

- General Notes Sheet, Plan Specifications (Water) and City of Fernley and/or Orange Book specifications (as-needed), Legend, and Abbreviations.



B. Plan and Profile Sheets

Sheets showing the horizontal and vertical locations of proposed water pipes and structures will be prepared for the project. The plan views will show existing surface features and existing utilities as depicted in the topographic survey collected by J-U-B. Design assumption is that the pipe will achieve minimum clearances needed with respect to existing utilities in the vicinity. If potential conflicts arise, or "vulnerable" utilities are within excavation limits (eg. data conduits, etc.), offsets, relocations, or replacements will be shown or called-out for further design recommendations or coordination with other agencies.

C. Surface Restoration

Provide sheet showing street restoration per City of Fernley and Orange Book requirements, as needed. Restoration sheets will display anticipated limits of permanent trench patch, based on the limits of removal and replacement of both the existing and proposed water mains.

D. Details

J-U-B will provide details of pipe trench backfill, thrust blocks and other relevant appurtenances, as needed.

Task 4: 90% Plans Production

\$5,200

J-U-B will review the 50% plans with the City of Fernley and incorporate comments into the 90% design. J-U-B will refine horizontal and vertical locations of pipes and structures, provide additional details (as needed), and will develop a detailed Opinion of Probable Construction Cost (Engineer's Estimate). J-U-B will submit plans to the City of Fernley for a 90% design review.

It is assumed that front-end project specifications will be prepared by the City of Fernley. City of Fernley Standard Details/Specifications will be utilized for project technical specifications with minor modifications, as needed, to fit the work. Specifications will be referenced or provided on the plans or for inclusion in the contract documents. Additional specifications ("book specifications") are not included in this scope of work.

Task 5: 100% & NDEP Permit Plans

\$3,100

J-U-B will further develop the plans based on input from the City of Fernley during the 90% review. J-U-B will refine horizontal and vertical locations of pipes, provide additional details (as needed), and will develop a 100% Opinion of Probable Construction Cost (Engineer's Estimate).

The 100% Plan set will be submitted to NDEP BSDW as part of the Water Project permit application. Plans will be revised, as-needed, per NDEP BSDW comments and review until final 100% plans are approved by NDEP BSDW.

Task 6: NDEP BSDW Permitting

\$4,000

Permitting will be required with NDEP's Bureau of Safe Drinking Water. Specifically, an application for approval of water project will be submitted to fulfill state requirements for the project. The permitting efforts will include one round of revisions and a final submittal.

- Prepare water project submittal package, including the following:
 - NDEP Application for Approval of Water Project

- Water Main Relocation Plans
- Construction Completion Form

Assumptions:

Water modeling is not included but can be performed by J-U-B (Innovyze InfoWater) if required by NDSP BSDW. City of Fernley to provide water model to J-U-B if modeling is required,

Task 7: Bid Support**\$2,000**

After review and approval of the plans by NDEP and the City of Fernley, J-U-B will provide support for the bid process. J-U-B shall issue bid documents to the City for prospective bidders and attend a pre-bid meeting. Other assistance includes issuing addenda and conformed drawings as appropriate, interpreting and/or clarifying the bidding documents, assisting in the evaluation of the bid proposals and recommendation of a contract award. Electronic drawing files of the conformed bid documents can be made available upon request to the successful bidder. J-U-B shall not prepare front-end bid documents, or contracts between the client and contractor.

PHASE 2 – CONSTRUCTION SERVICES**Task 8: Construction Administration Assistance****\$5,000**

J-U-B will provide professional construction phase services as specifically stated below and as requested by the Client. For budgeting purposes, we have included site visits to the project site from our office as needed to address field items and attend weekly progress meetings. We will also provide responses to RFI's, review contractor materials submittals, and change order requests. We have budgeted time to provide these services during the beginning of construction, during the installation of the proposed pipe, asphalt patching, utility raising, through punch walks and project close out. This budget is based on a 5-week construction schedule (estimated).

Clarifications and Interpretations. J-U-B will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. J-U-B may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor. Shop Drawings and Samples. J-U-B will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. J-U-B shall not have the authority or responsibility to stop the work of any Contractor.

Task 9: Construction Staking (Estimated)**\$3,000**

Provide the actual locations of water main, fittings and fire hydrants. Three stakes will be provided, at an offset determined by the contractor, for the location of each fire hydrant as shown on the approved design plans prepared by J-U-B Engineers, Inc. Each item listed above will be staked only once. If stakes are disturbed during construction, the Contractor shall be responsible for any and all charges for re-staking. J-U-B will provide an updated estimate upon completion of the Conformed Plans.

Task 10: Record Drawings

\$2,000

Prepare Record drawings of “As Constructed” revisions to Design and Construction Drawings for project improvements as provided by the contractor and Inspector. Provide City of Fernley with pdf set of Record Drawings.

SCHEDULE

We will work with the City of Fernley to develop a final schedule that is acceptable to all parties. The general goal of the project is to complete the topo in January, begin design in February, submit for permits end April, advertise early summer and begin construction summer/fall of 2025. This schedule can be adjusted, as needed, to best suit the needs of the City of Fernley with respect to desired date of substantial completion of construction.

ITEMS PROVIDED BY CLIENT OR OTHERS

It is assumed that Client will provide the following items:

1. All fees payable to government entities and utility purveyors/agencies, unless otherwise stated in the Scope of Services.
2. Materials Testing, Inspection, and Engineer-of-Record services per City of Fernley requirements.

ADDITIONAL SERVICES

Any items requested not specifically outlined in the above scope will be considered additional services and will be provided as requested and authorized by the Client. J-U-B can provide the following services, however; they are not included in the limited scope of this agreement:

1. Phasing of project/separate plan sets
2. Significant revisions to Plans and/or desired Scope after 50% Design
3. Analysis or design for other utilities outside of the water alignment (storm drain, other water and sewer, or other relocations of gas, electrical, fiber, communications) if necessary.

FEE AND BILLING

J-U-B ENGINEERS, Inc. proposes to perform the services in Tasks 1 – 10 of the Scope of Services on a Time & Materials, not-to-exceed basis, as follows:

PHASE 1 – DESIGN & BIDDING SERVICES

Task 1	PM, Meetings & Coordination	\$ 4,000
Task 2	Topographic Survey & Mapping	\$ 3,500
Task 3	50% Plans Production	\$ 8,200



J-U-B ENGINEERS, INC.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

Task 4	90% Plans Production	\$ 5,200
Task 5	100% & NDEP Permit Plans	\$ 3,100
Task 6	NDEP BSDW Permit	\$ 4,000
Task 7	Bid Support	\$ 2,000
	Sub total	\$ 30,000

PHASE 2 – CONSTRUCTION SERVICES

Task 8	Construction Administration Assistance	\$ 5,000
Task 9	Construction Staking (estimate)	\$ 3,000
Task 10	Record Drawings	\$ 2,000
	Sub total	\$ 10,000

Reimbursable Fees	\$ 1,000
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TOTAL Services (T&M, not-to-exceed) \$ 41,000

Direct reimbursable expenses such as express delivery services, fees, plotting and other direct expenses will be billed at cost + 10%, or as otherwise shown in the attached fee schedule. All permitting, application and similar project fees will be paid directly by the Client, unless otherwise stated in the Scope of Services. Mileage will be billed at the current Federal Rate.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

Fees stated in this proposal are valid for sixty (60) days after the date of this letter. We look forward to working with the City of Fernley on this important infrastructure project. Please do not hesitate to contact us if you have questions or need any additional information.

Best regards,

J-U-B ENGINEERS, Inc.

Mike Wilhelm, P.E.
Lead Program Manager



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 5, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kari Weitzel

FINANCIAL IMPACT:

Yes:X

No:

CURRENTLY BUDGETED:

Yes:X

No:

FUND/ACCOUNT:

520-166-100

ACTION REQUESTED: Consent

AGENDA ITEM:

Discussion and Possible action to approve a contract with Lumos and Associates for Engineering Design Services for Pond Relining for Ponds 4A & 4B located at the Wastewater Treatment Plant for an amount of \$94,000

AGENDA ITEM BRIEF:

Staff Staff is seeking the approval to execute a contract with Lumos and Associates for Engineering Design Services for Pond Relining for Ponds 4A & 4B located at the Wastewater Treatment Plant for an amount of \$94,000.

RECOMMENDED MOTION:

"I move to approve a contract with Lumos and Associates for Engineering Design Services for Pond Relining for Ponds 4A & 4B located at the Wastewater Treatment Plant for an amount of \$94,000."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The Council may decide not to approve the consent motion and provide direction to the City Manager and staff on how to proceed with the improvements needed at this facility.

BACKGROUND:**PROJECT SUMMARY:**

In 2018, Lumos assisted the City with lining of Pond 2 in an effort to improve groundwater quality by minimizing the amount of direct effluent seepage into the adjacent ground water aquifer. Similarly, the City identified Ponds 4A and 4B to be relined given their age and proximity to groundwater monitoring wells. These ponds were first lined approximately 28 years ago and have been slated for relining in fiscal year 2026 (starting July 1, 2025).

Ponds 4A and 4B both have approximate geometries of 603 feet in length and 301 in width, and 3H:1V side slopes with equivalent side water depths of approximately 10.5 feet, holding 10.96 million gallons each, based upon information in the 2007 Record Drawings. Information provided by the City in 2024 suggest that an average accumulated sludge layer of approximately 1-foot thick exists in both ponds. The ponds will be relined with a 60-mil HDPE and geotextile composite system, including new ballast anchors, anchor trenches, textured access ramp, escape ladders, and side water depth indicators.

The proposal includes Ponds 4A and 4B relining Design, supplemental topography, agency permitting, bidding assistance, and direct expenses.

BACKGROUND:

The East Wastewater Treatment Plant is monitored for influence on the groundwater surrounding the plant through a series of monitoring wells. Previously, there was an Administrative Order on Consent from the Nevada Division of Environmental Protection BWPC in place as the levels of nitrogen in the monitoring wells is detected above action levels of 10 parts per million (ppm). The Administrative Order has since been lifted, but we are still experiencing unstable levels of nitrogen in the groundwater. Currently, nitrogen levels are increasing, and it is unknown if there is an issue with the liners of one or more of the treatment ponds. Therefore, the public works staff is asking to fund a project to potentially reline two of the ponds in anticipation that the NDEP will require the work to be completed. Ponds 4(a) and 4(b) are identified as a potential source of nitrogen and have also reached the age for replacement and as a precaution, staff has drafted the five-year plan to reflect replacing the liners in all the aging lagoons.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS 338

FINANCIAL IMPLICATIONS:

The funding for this Construction Project was approved in the current budget for fiscal year 2024/2025 under the Water Enterprise GL 520-166100

ATTACHMENTS:

1. 2025.02.05 Lumos Contract - EWWTP Pond Relining
2. LA25.036 Proposal - Fernley EWWTP Ponds 4A-4B Relining

CONTRACT

A Contract For Design Professional Services

THIS CONTRACT is made and entered into this 5th day of February, 2025, by and between the CITY OF FERNLEY, a municipal corporation within the State of Nevada whose address is 595 Silver Lace Blvd, Fernley, Nevada 89408 (the "City"), and Lumos and Associates, a Consultant, whose address is 950 Sandhill Road, Suite 100, Reno, NV 89521 ("Contractor").

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

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

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

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

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

2. **CONTRACTOR'S SERVICES:**

a. **Description of Services.**

i. **Attachments:**

1. **Attachment A:** Scope of Work & Proposal. Contractor hereby agrees to provide the services set forth in the Scope of Work attached hereto as Attachment A and incorporated herein by this reference.

b. **Standard Of Care:** Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this agreement Contractor shall perform its services to the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor Cooperation with City. Contractor agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the services under

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A Contract For Design Professional Services

this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

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

3. REQUIRED APPROVALCOMPENSATION AND TERMS OF PAYMENT:

- a. **Compensation.** The City agrees to pay Contractor for the services set forth in the Scope of Work either a lump sum fee or an hourly fee based on the Fee Schedule attached hereto as Attachment B and incorporated herein by this reference.
- b. **Reimbursable Expenses.** Contractor agrees that all of its direct and indirect expenses are included in the lump sum or hourly fee set forth in the Fee Schedule, unless the Fee Schedule specifically provides otherwise.
- c. **Payment Invoicing.** Contractor shall submit an invoice for payment for the services provided by Contractor based on the manner or method of payment set forth in Attachment A (Scope of Work) and Attachment B (Fee Schedule).
- d. **Timeliness of Billing.** Contractor acknowledges and agrees that timeliness of billing is of the essence to this Contract and recognizes that the City is on a fiscal year ending on June 30. All invoices for services rendered prior to July 1 must be submitted to the City no later than 30 days after the end of the fiscal year

CONTRACT

A Contract For Design Professional Services

- e. **Not to Exceed.** The maximum amount payable to Contractor to complete each task is equal to the not-to-exceed amounts identified in Attachment B. Contractor may submit a written request to the City's Project Manager to reallocate not-to-exceed amounts between Tasks. The request to reallocate must be accompanied by a revised fee schedule with associated revised not-to-exceed amounts and must be approved in writing by the City's Project Manager prior to performance of the work. Contractor shall not be compensated in excess of the Total not-to-exceed Contract amount:

Subtotal Professional Services: (Tasks 1.0 to 5.0) \$94,000

Subtotal OPTIONAL Professional Services: (Task X.X) \$0

Total NTE Amount (Including OPTIONAL Services) \$94,000

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

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

If to Contractor: Contractor
Address
City State

4. **INSPECTION & AUDIT:**

- a. **Books and Records.** Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, the State of Nevada or the United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
- b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the

CONTRACT

A Contract For Design Professional Services

performance of this Contract shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the City, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this paragraph.

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

5. TERMINATION OR SUSPENSION:

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

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A Contract For Design Professional Services

year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available.

- d. **Default or Breach.** A default or breach (an “Event of Default”) may be declared with or without termination. Each of the following shall constitute an Event of Default:
- i. If Contractor fails, in the judgment of the City, to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract, and such failure continues for more than fifteen (15) days after written notice is delivered to Contractor provided that if the nature of such breach is such that although curable, the breach cannot reasonably be cured within a fifteen (15) day period, an Event of Default shall not exist if Contractor shall commence to cure such breach and thereafter rectifies and cures such breach with due diligence, but in no event later than sixty (60) days after the written notice;
 - ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - iii. If Contractor: (i) becomes insolvent, subject to receivership, or voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing to the inability to pay its debts as they become due; or (iv) takes any action for the purpose of effecting any of the foregoing.
- e. **For Cause Termination and Time to Correct. For Cause Termination and Time to Correct.** This Contract may be terminated by the non-defaulting party upon a declared default or breach only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within a reasonable time of receipt of that notice to provide evidence, satisfactory to the non-defaulting party, showing that the declared default or breach has been corrected or is being corrected as expeditiously as is prudent and practicable.
- f. **Winding Up Affairs upon Termination.** In the event that this Contract is terminated for any reason, the parties agree that the provisions of this paragraph survive termination:

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A Contract For Design Professional Services

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if requested by the City.
 - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if requested by the City; and
 - iv. Contractor shall preserve, protect, and promptly deliver possession to the City of all proprietary information in accordance with Section 18.
 - v. In the event that dispute(s) arise during the winding up of affairs upon termination, the parties agree to meet and negotiate in good faith to resolve any such disputes(s).
6. **REMEDIES:** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages exclusive of lost profits.
7. **ATTORNEYS' FEES, COSTS, AND EXPENSES:** Unless otherwise stated herein, the parties will bear their own attorneys' fees, costs, and expenses in connection with the negotiation, execution, and performance of this Contract.
8. **LIMITED LIABILITY:** Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the Attachments. Damages for any default or breach by the City shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the default or breach.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

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

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

11. INDEPENDENT CONTRACTOR: Contractor is associated with the City only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the City

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shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the City; (4) participation or contributions by either Contractor or the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the City. Contractor shall indemnify and hold the City harmless from, and defend the City against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the City.

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

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- a. **Workers' Compensation and Employer's Liability Insurance.** Industrial insurance protecting Contractor and the City from potential employee claims based upon job-related sickness, injury, or accident, during the performance of this Contract. Contractor shall provide a work certificate issued by a qualified insurer in accordance with NRS 616B.627. Prior to commencing any work, Contractor shall complete and provide the following written request to a qualified insurer: ****CONTACTOR NAME has entered into a contract with Owner to perform work from THE 5th DAY OF February, 2025 to THE 30th DAY OF June, 2025 and requests that an industrial insurance provider qualified and licensed to offer such insurance within the State of Nevada, provide to The City of Fernley, Nevada 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that Contractor is required to maintain. The certificate and notice should be mailed to:

City of Fernley

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595 Silver Lace Blvd

Fernley, NV 89408

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

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

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

c. General Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FERNLEY

Mayor, City of Fernley Date

City Manager, City of Fernley Date

City Clerk, City of Fernley Date

Approved as to form:

City Attorney, City of Fernley Date

Originating Department:

Department Head Date

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

CONTRACTOR

BY:

TITLE:

FIRM: Lumos & Associates

BUSINESS LICENSE #:

Address: 950 Sandhill Road, Suite 100

City: Reno State: NV Zip Code: 89521

(Signature of Contractor)

DATED this _____ day of _____, 20__.



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

January 14, 2025

LA25.036

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

***Subject:* City of Fernley East WWTP Ponds 4A and 4B Relining
Proposal for Professional Services**

Dear Ms. Weitzel:

Lumos & Associates, Inc. (Lumos) is pleased to provide you with this proposal for engineering and related services for the relining of the City of Fernley's (City) Ponds 4A and 4B located at the East Wastewater Treatment Plant (EWWTP or Plant).

Project Understanding

Since 2015, Lumos has been working with the City of Fernley to improve various components of the City's EWWTP due to Administrative Orders on Consent focused on groundwater monitoring and nitrogen contaminant concerns. In 2018, Lumos assisted the City with lining of Pond 2 in an effort to improve groundwater quality by minimizing the amount of direct effluent seepage into the adjacent ground water aquifer. Similarly, the City identified Ponds 4A and 4B to be relined given their age and proximity to groundwater monitoring wells. These ponds were first lined approximately 28 years ago and have been slated for relining in fiscal year 2026 (starting July 1, 2025).

Ponds 4A and 4B both have approximate geometries of 603 feet in length and 301 in width, and 3H:1V side slopes with equivalent side water depths of approximately 10.5 feet, holding 10.96 million gallons each, based upon information in the 2007 Record Drawings. Information provided by the City in 2024 suggest that an average accumulated sludge layer of approximately 1-foot thick exists in both ponds. The ponds will be relined with a 60-mil HDPE and geotextile composite system, including new ballast anchors, anchor trenches, textured access ramp, escape ladders, and side water depth indicators.

We understand that the proposed improvements need to be bid-ready by June 30, 2025. Our design schedule anticipates submittal to NDEP-BWPC at 90% design in May, with submittal of bid-documents to the City by June 30, 2025.



Figure Error! No text of specified style in document.-1 City of Fernley EWWTP showing Ponds 4A & 4B to be relined.

We propose the following scope of work to accomplish the project:

Scope of Work:

Task 1: Ponds 4A and 4B Relining Design – Design

Lumos will prepare engineering drawings and specifications for the Ponds 4A and 4B relining improvements. The drawings will be prepared on 24"x36" format sheets at a standard engineering scale. Design review submittals will be provided to the City at specific levels of completion with the 100% review containing the following sheets:

- a. Title sheet with notes, locations, and vicinity maps;
- b. General Construction Notes, Design Criteria
- c. Horizontal/vertical control and Line and Curve sheet;
- d. Site plan indicating location of improvements;
- e. Plan and section views of Ponds 4A and 4B liner system;
- f. Detail sheets with construction details and piping connections;

Drawing deliverables will be provided at the 60%, 90%, and 100% design levels. Specifications and Engineer's opinion of probable construction costs will be included at each submittal. It is assumed that City and/or agency comments will be incorporated with each subsequent deliverable.

This task includes two review meetings with the City.

Task 2: Supplemental Topography

Under this task Lumos will acquire supplemental topography to supplement prior topographic survey performed under prior projects. A project base map will be created using a combination of aerial photogrammetry and ground collected survey field shots. Photogrammetry has been previously flown by traditional fixed wing aircraft on June 19th, 2024 and will be utilized for the basemap for this project.

The project was flown at an appropriate elevation to obtain a horizontal scale of 1"=40' with a 1' contour interval accuracy and an orthophoto ground sampling distance of 0.25' per pixel. Survey field shots will be obtained at critical locations such as top and toe of pond and evidence of surface utilities to be combined with the aerial imagery to supplement the base map. A digital terrain model, topographic base map, and color orthophoto will be generated using the combination of ground and aerial collected data.

Control for the project will be referenced to the Nevada Coordinate System, West Zone, NAD83 using a local combined scale factor to establish ground values for the base map. The vertical datum for the project will be referenced to NAVD88.

Task 3: Agency Permitting

Under this task Lumos will prepare and submit the applications and plan sets for the permitting of the project with NDEP-BWPC and the City at the 90% and 100% design level. This task also includes coordination meetings with these agencies as it relates to this project and responses to agency comments during the permitting process.

Task 4: Bidding Assistance

Under this task, Lumos will assist the City with the bidding process including conducting a pre-bid meeting, evaluating bids for completeness, and summarizing bid results with a recommended contractor to the City and funding agency. Lumos will also provide project management during the construction of the improvements including holding a pre-construction meeting on-site, reviewing billing-invoices, and fielding questions by the City and contractor as needed. Lumos will also provide submittal review, responses to requests for information (RFIs), and recommendations of potential change orders. Upon completion of the construction, Lumos, the contractor, and the City will conduct a field check of the completed facilities and generate a final punch list.

Task 5: Direct Expenses/Reimbursables

Any fees or other associated project costs incurred by Lumos for submittal plan, and document reproduction, to obtain copies of previous plans or reports, additional mapping, permit fees paid by Lumos, or other unforeseen reimbursable expenses will be billed under this task at cost plus 15%. Additional production of plans and specifications as requested by the City will also be billed under this task on a time and materials basis in accordance with our current fee schedule.

Anticipated Schedule

See Attachment 1 – Engineer’s Preliminary Schedule

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- This proposal does not include a geotechnical report or investigation.
- No electrical design is included in this scope of work. It is assumed that the existing mechanical aerators can be temporarily removed from the ponds to facilitate construction and do not require electrical improvements at this time.
- As the ponds are currently lined – no over excavation of soil from the bottom of the ponds is anticipated, and no grading design is included with this proposal.
- Front-end Bidding Documents will be prepared for the City based upon 2018 EJCDC documents.
- Current sludge depths and Sludge Volume Index (SVI) will be furnished by City of Fernley. For this proposal, we have assumed approximately 1-foot of sludge accumulation in each pond based on 2024 data provided by the City.
- City will pay for fees associated with permitting, laboratory analysis, and vendor services.
- This scope of work does not include engineering services during construction, including record drawings, testing, and inspection; however, these services are available under a revised scope of work.

Fees

The tasks described in this Scope of Work will be completed for the following fee(s):

Task	Description	Fee
Task 1	Ponds 4A and 4B Relining - Design	\$65,000
Task 2	Supplemental Topography	\$7,000
Task 3	Agency Permitting	\$5,500
Task 4	Bidding Assistance	\$11,500
Task 5	Direct Expenses/Reimbursables	\$5,000

Tasks 1-5 Total: \$94,000

Tasks 1-5 will be on a Time and Materials (T&M) basis, not to exceed the stated amount without prior authorization from the City. Lumos reserves the right to relocate funds across tasks, if necessary. Lumos will be happy to amend this proposal as necessary to include services not included or to amend the proposed services to better match the scope of services required. Lumos is able to commence work immediately upon authorization, and will work with you to develop an agreed upon schedule for the delivery of work items on or before June 30, 2025.

If this proposal is acceptable, please provide the City’s contract for signature. Lumos will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are ‘Due Upon Receipt’ and accounts are past due after

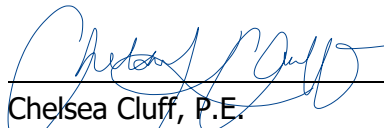
30 days. Accounts over 30 days old will be subject to interest at the rate of 1 ½% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos to provide you with this proposal. Please do not hesitate to call me if you have questions or concerns as we would be happy to discuss them with you.

Sincerely,



Jonathan Lesperance, P.E.
Group Manager – Engineering



Chelsea Cluff, P.E.
Project Manager

List of attachments:

Attachment 1 – Engineer’s Preliminary Schedule

Attachment 2 – 2025 Standard Fee Schedule

Attachment 3 – Class V Engineer’s Opinion of Probable Construction Costs

Fernley Pond 4A and 4B Relining - Preliminary Schedule			
Task	No. Weeks	Start Date	Completion Date
Start Date - Agreement Executed (Assumed)		2/1/2025	-
Supplemental Topography	3 weeks	February 01, 2025	February 22, 2025
Prepare & Submit 60% Design, Specs, and OPCC	4 weeks	February 22, 2025	March 22, 2025
<i>City Review and Comment</i>	2 weeks	March 22, 2025	April 05, 2025
Prepare & Submit 90% Design, Specs, and OPCC (To BWPC & Permitting Agencies)	6 weeks	April 05, 2025	May 17, 2025
<i>City and Permitting Agencies Review and Comment</i>	2 weeks	May 17, 2025	May 31, 2025
Prepare & Submit Final Contract Documents (100% Bid Set)	4 weeks	May 31, 2025	June 28, 2025
Bid Solicitation Period	3 weeks	June 28, 2025	July 19, 2025
Award, Contract Negotiations, and NTP Period	2 weeks	July 19, 2025	August 02, 2025
Total	26 weeks		

Notes:

1. This Engineer's preliminary schedule is for planning purposes only. Schedule may be subject to change due to external influences (such as weather conditions & related field work) along with project scope and conditions.

Engineering	Per Hour
Director	\$295
Group Manager	280
Senior Project Manager – Special Projects	250
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Hydrogeologist	190/200/215
Staff / Project / Senior Engineer	190/205/215
Assistant / Project / Senior Project Coordinator	145/185/195
Project / Senior Project Designer	160/170
Engineering Technician I / II / III	110/140/150
Construction	Per Hour
Director	\$295
Materials Engineering Manager	265
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Geotechnical Engineer	190/205/215
Construction Services Supervisor / Engineer	175/185
Assistant / Project / Senior Project Coordinator	145/185/195
Geotechnician	175
Inspector / Senior Inspector (includes nuclear gauge)	160/170
Construction Technician I / II / III	120/130/140
Materials Technician I / II / III (includes nuclear gauge)	110/120/130
Administrative Technician	90/100/110
Surveying	Per Hour
Director	\$295
Group Manager	280
Assistant / Project / Senior Project Manager	210/235/250
Staff / Project / Senior Surveyor	190/205/215
Assistant / Project / Senior Project Coordinator	145/185/195
Photogrammetrist / Photogrammetry Manager	170/205
GIS Analyst	140
Surveying Technician I / II / III	95/140/150
Party Chief	190
Administrative & Other Services	Per Hour
Administrative Support	\$135
Copy & Print Services	Cost + 15%
Mileage (per mile)	0.90

- Fees for prevailing wage rate projects are available upon request.
- Map filing, checking, consulting, and other fees paid on behalf of the client shall be billed at cost plus fifteen percent (15%).
- Overtime hours will be billed at 1.5 times the standard rate where applicable.
- Survey and Field crew billing rates include standard field survey equipment and truck up to 30 mile radius, after which mileage rates apply
- Fees for depositions and testimony will be billed at two (2) times the standard billing rates

These rates apply to services rendered through December 31, 2025. Services provided after this date will be invoiced according to the Standard Fee Schedule in effect at that time.

Client: City of Fernley Public Works
Project: Wastewater Treatment Plant Improvements -
Ponds 4A & 4B Relining
Engineer's Opinion of Probable Construction Cost
Date: January 12, 2025
LA25.036



Engineer's Class V Opinion of Probable Construction Costs					
Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization and Demobilization	LS	1	\$ 65,000.00	\$ 65,000.00
2	Dewatering, Sludge Removal	CY	8,837	\$ 25.00	\$ 220,935.19
3	Remove and Dispose of Existing Pond Liner	SF	367,466	\$ 0.29	\$ 106,600.00
4	Furnish and Install Geotextile	SF	367,466	\$ 0.30	\$ 110,300.00
5	Furnish and Install 2' Wide Geocomposite Strips	LS	1	\$ 50,000.00	\$ 50,000.00
6	Furnish and Install 60-mil HDPE Liner	SF	367,466	\$ 2.00	\$ 735,000.00
7	Ballast Trenches	LF	2,992	\$ 10.00	\$ 30,000.00
8	Ballast Tubes along Pond Perimeter	LF	2,992	\$ 20.00	\$ 59,900.00
9	Pipe Boots for Pond Penetrations	EA	4	\$ 5,000.00	\$ 20,000.00
10	Emergency Escape Ladders	LS	1	\$ 10,000.00	\$ 10,000.00
11	Textured 60-mil HDPE Access Road Rub Sheet	LS	1	\$ 10,000.00	\$ 10,000.00
12	Aggregate Base over Anchor Trenches	CY	134	\$ 55.00	\$ 7,400.00
13	Contingency for Class V OPCC	%	30	--	\$ 428,000.00
Total Base Estimate				\$1,853,135.19	

General Note:

This preliminary estimate of probable construction cost is the Engineer's best judgement as a professional engineer generally familiar with this type of construction. However, since the Engineer has no control over market conditions, the Engineer does not guarantee that proposals, bids, or actual construction cost will not vary from this estimate.

||\a.lumosengineering.net\Shared\Marketing\Proposals\2025 Proposals\LA25.036 - Fernley Pond 4A and 4B Relining\02_Proposal Conten



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 5, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Lisa Warner

FINANCIAL IMPACT:

Yes: No: N/A

CURRENTLY BUDGETED:

Yes: No: N/A

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Consent

AGENDA ITEM:

Consideration and Possible Action to approve a Final Subdivision Map (FSM20001) for Sunrise Trails Phase 1, on a site approximately $\pm$ 3.02-acres in size to develop 30 lots in the MF30 (Multi-Family 30du/ac) zoning district, generally located east of the terminus of Chisholm Trail (APN: 021-272-41).

AGENDA ITEM BRIEF:

The Tentative Subdivision Map for Sunrise Trails (TSM2019-001) was approved on October 16, 2019 and was granted a 2-year extension on November 3, 2023 for the development of 202 duplex and townhome lots. This Final Subdivision Map is for Phase 1 of the approved subdivision.

RECOMMENDED MOTION:

"I move to approve Final Subdivision Map (FSM20001) for Sunrise Trails, Phase 1 adopting Findings A through E and the facts supporting these Findings as set forth in the staff report."

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

N/A

BACKGROUND:

PROJECT SUMMARY:

The applicant has submitted a Final Subdivision Map for Sunrise Trails, Phase 1 which proposes the development of 30 residential lots, located east of the terminus of Chisholm Trail. The subdivision is proposed for development on a site $\pm$ 3.02-acres in size in the MF30 (multi-family 30 du/ac max) zoning district.

BACKGROUND:

A Final Parcel Map dividing a $\pm$ 13.92-acre parcel into four (4) separate parcels as shown below was recorded 12/20/2021.

Parcel 1 – APN: 021-272-41 - $\pm$ 3.02-acres – Phase 1

Parcel 2 – APN: 021-272-42 - $\pm$ 3.64-acres – Phase 2

Parcel 3 – APN: 021-272-43 - $\pm$ 2.59-acres – Phase 3

Parcel 4 – APN: 021-272-44 - $\pm$ 4.66- acres – Phase 4

On October 16, 2019, the Planning Commission approved a Tentative Subdivision Map (TSM2019-001) to allow for a 202 single family attached duplex and townhome development on a site $\pm$ 13.9-acres in size in the NR-2 zoning district which is now equivalent to MF30 (multi-family 30 du/ac).

On November 3, 2023, the Planning Commission approved a two-year Extension of Time for the Tentative Subdivision Map (TSM2019-001) which moved the expiration date forward to October 16, 2025.

A Final Subdivision Map may be implemented in phases which is the intention of this developer; therefore, the first in a series of final maps covering a portion of the approved tentative map shall be approved and recorded prior to the expiration of the Tentative Subdivision Map.

ANALYSIS:

The presented final map details Phase 1 of the project creating 30 residential homes east of the terminus of Chisholm Trail. All on and off-site improvements have been addressed on the presented final map for Phase 1 of construction. The proposed site improvements have been designed in accordance with the City's Development Code and Public Works Design Standards.

Based on the analysis and the findings listed below, staff has concluded that the project as submitted will address identified impacts. Therefore, staff recommend the City Council's approval.

FINDINGS:

A. The map conforms in every respect with the approved tentative subdivision map.

The map conforms to the approved tentative subdivision map and no substantial changes have been made to the final map.

B. All conditions established upon approval of the tentative subdivision map have been satisfied.

All conditions, comments, and concerns have been satisfied.

C. The final subdivision map conforms to all city ordinances applicable at the time of the decision on the final subdivision map.

The map conforms to all standards and regulations applicable at the present time.

D. All required improvements have been installed as certified by the city engineer, or sufficient assurances for completion and maintenance of improvements have been made pursuant to this development code.

The developer has provided adequate assurance of the completion and maintenance of improvements pursuant to the City's Development Code.

E. All necessary certificates required by state law or by this development code have been presented with the application for the final subdivision map.

All required certificates and legal documents have been provided with the application.

ATTACHMENTS:

1. Tentative Subdivision Map Final Action Letter
2. Vicinity Map and Lot Layout Map

RELEVANT LAWS, STATUTES, AND REGULATIONS:

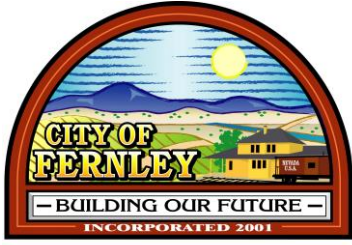
N/A

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. TSM 2019-001 Approval Letter
2. Sunrise Trails Phase 1



Planning Department

Permits
Planning
Development Review
Sustainability

October 17, 2019

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

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

Dear Applicant:

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

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

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

Sincerely,

Olivia John
Assistant Planner

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

Enclosures: Conditions of approval for TSM 2019-001

Conditions of Approval for TSM 2019-001

Tentative Subdivision Map

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

Conditions of Approval for TSM 2019-001

Tentative Subdivision Map

8. WATER AND SEWER MAINS AND SERVICES:

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

9. UTILITY EASEMENTS:

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

10. DESIGN STANDARDS:

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

11. ENGINEERING DIVISION:

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

12. TRAFFIC CAPACITY IMPROVEMENTS:

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

13. STREETS:

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

Conditions of Approval for TSM 2019-001

Tentative Subdivision Map

14. LIGHTING:

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

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

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

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

16. DRAINAGE AND GRADING:

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

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

17. GRADING PERMIT:

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

18. GEOTECHNICAL REPORT:

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

Conditions of Approval for TSM 2019-001

Tentative Subdivision Map

19. RESIDENTIAL CONSTRUCTION TAX:

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

20. FINAL MAP PHASING:

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

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

21. IMPROVEMENT PLANS:

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

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

22. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

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

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

Conditions of Approval for TSM 2019-001

Tentative Subdivision Map

23. RIGHT TO FARM:

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

24. FENCING:

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

25. UNITED STATES POSTAL SERVICE:

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

26. WASTE MANAGEMENT SERVICE:

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

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

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

OWNER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE UNDERSIGNED, FERNLEY LAND INVESTMENT LLC, A NEVADA LIMITED LIABILITY COMPANY, IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTERS 116 AND 278; THE OWNER HEREBY GRANTS TO ALL PUBLIC UTILITY COMPANIES AND THE CITY OF FERNLEY THOSE PERMANENT EASEMENTS SHOWN ON THIS PLAT FOR ACCESS, DRAINAGE AND UTILITY SYSTEMS, TOGETHER WITH THE RIGHT OF ACCESS THERE TO FOREVER;

FERNLEY LAND INVESTMENT LLC, A NEVADA LIMITED LIABILITY COMPANY

BY: Chris York
NAME / TITLE (PRINT) Managing Member

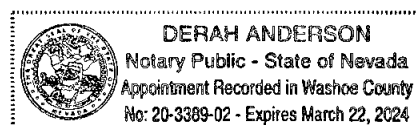
DATE 5/3/24

NOTARY CERTIFICATE:

STATE OF NEVADA } SS
COUNTY OF Washoe

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 5th DAY OF March, 2024, BY Chris York, AS Managing Member OF FERNLEY LAND INVESTMENT LLC, A NEVADA LIMITED LIABILITY COMPANY.

BY: Derek Anderson
NOTARY PUBLIC



TITLE COMPANY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT FERNLEY LAND INVESTMENT LLC, A NEVADA LIMITED LIABILITY COMPANY OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON AND THAT THEY ARE THE ONLY OWNERS OF RECORD OF SAID LAND; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS; THAT THERE ARE NO LIENS OF RECORD AGAINST THE OWNERS FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL, OR LOCAL TAXES COLLECTED AS TAXES OR SPECIAL ASSESSMENTS, EXCEPT DOCUMENT NOS. 610821 & 657057 AND AMENDED BY DOCUMENT NOS. 658950, 658164, 658951, & 659456.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: Nicole Howell
NAME / TITLE (PRINT) Nicole Howell Nevada State Escrow Manager

DATE November 2, 2022

Nicole Howell
State Escrow Manager March 20, 2024

SECURITY INTEREST HOLDER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE FOLLOWING HAVE CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT BY SEPARATE DOCUMENT AND THE DEDICATION OF ALL UTILITY EASEMENTS SHOWN HEREON, AND HEREBY RELINQUISHES AND SUBORDINATES ANY LIENS HELD BY THE UNDERSIGNED IN FAVOR OF SUCH UTILITY EASEMENTS.

BY DOCUMENT NO. _____, OFFICIAL RECORDS OF LYON COUNTY, NEVADA (REFERENCE DEED OF TRUST DOCUMENT NO. 610821 & 657057).

COUNTY CLERK/TREASURE CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION TO THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO N.R.S. 361A.265.

APN: 021-272-41

LYON COUNTY TREASURER

BY: _____
DATE _____

NAME / TITLE (PRINT)

TRUCKEE-CARSON IRRIGATION DISTRICT CERTIFICATE:

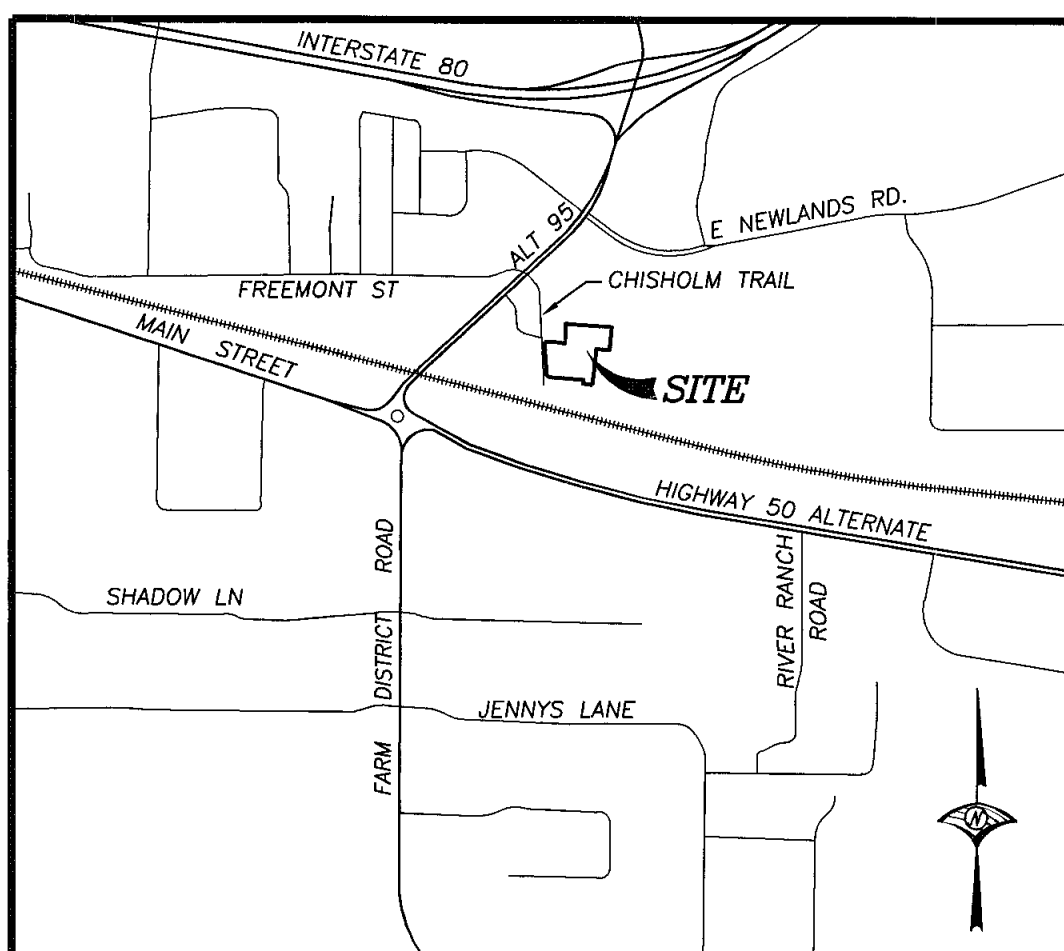
I, BENJAMIN D. SHAWCROFT, ESQ., GENERAL MANAGER OF THE TRUCKEE-CARSON IRRIGATION DISTRICT (DISTRICT) DOES HEREBY DECLARE AS FOLLOWS:

- EVERY PARCEL DEPICTED UPON THIS MAP LIES WITHIN THE GEO-PHYSICAL BOUNDARIES OF THE NEWLANDS FEDERAL RECLAMATION PROJECT (PROJECT) ESTABLISHED BY ACT OF CONGRESS IN 1902 (32 STAT. 3888), AND THE BOUNDARIES OF THE DISTRICT AS AUTHORIZED BY THE NEVADA IRRIGATION DISTRICT ACT (N.R.S. 539.010 ET SEQ). DEPICTED ON THIS MAP ARE PROJECT EASEMENTS AND/OR RIGHTS OF WAY FOR CONSTRUCTION, MAINTENANCE, AND/OR OPERATION OF PROJECT CANALS, LATERALS, DRAINS, AND/OR FACILITIES. OBSTRUCTIONS AND/OR NUISANCES TO OR WITHIN PROJECT CANALS, LATERALS, DRAINS, AND/OR FACILITIES, ARE IMPERMISSIBLE.
- THE DISTRICT BY AGREEMENT WITH THE UNITED STATES OF AMERICA, THROUGH THE BUREAU OF RECLAMATION (RECLAMATION) OF THE DEPARTMENT OF THE INTERIOR, IS THE AGENT FOR THE OPERATION AND MAINTENANCE OF THE PROJECT. THE DISTRICT IS AUTHORIZED TO ENTER PROJECT EASEMENTS AND/OR RIGHTS OF WAY FOR ALL LAWFUL PURPOSES ASSOCIATED WITH THE OPERATION AND MAINTENANCE OF THE PROJECT.
- ALL LANDS DEPICTED HEREON, HAVING SURFACE WATER RIGHTS APPURTENANT THERETO, ARE SUBJECT TO REGULATION BY THE DISTRICT FOR THE DELIVERY AND DISTRIBUTION OF WATER AS PROVIDED FOR AND BY N.R.S. 539.233.
- THE DISTRICT ASSUMES NO LEGAL DUTY, AS TO THE LANDS DEPICTED HEREON, FOR THE INSPECTION OR REVIEW OF PAST OR FUTURE HYDROLOGIC CONDITIONS, INCLUDING, WITHOUT LIMITATION, CHANGES TO SURFACE OR GROUNDWATER SOURCES, WATER TABLES, OR FLOODING, AN MAKES NO CLAIM OR WARRANTY AS TO THE EXISTENCES OF SUCH ADVERSE HYDROLOGIC CONDITION(S) NOW ATTENDING THE LANDS, OR EXISTING STRUCTURES, OR AS TO ANY STRUCTURE(S) TO BE PLANNED OR TO BE CONSTRUCTED THEREON.
- THE DISTRICT ASSUMES NO LEGAL DUTY FOR, NOR MAKES ANY WARRANTY ASSOCIATED WITH, THE ACCURACY OF THE WATER RIGHTS DEPICTED ON THIS MAP.

BY: Ben Shawcroft
BENJAMIN D. SHAWCROFT, ESQ., DISTRICT MANAGER

DATE 10/17/22

THE OFFICIAL PLAT OF SUNRISE TRAILS TOWNHOMES PHASE 1 A COMMON OWNERSHIP COMMUNITY



VICINITY MAP
NOT TO SCALE

CITY OF FERNLEY CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS FINAL MAP IS IN SUBSTANTIAL COMPLIANCE WITH THE CITY OF FERNLEY WATER, WASTEWATER, ROADWAY AND DRAINAGE STANDARDS AND REGULATIONS AND THAT ALL REQUIRED IMPROVEMENTS HAVE BEEN COMPLETED OR PROPER FINANCIAL SECURITY HAS BEEN POSTED GUARANTEEING COMPLETION OF THIS FINAL MAP AND ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED. IN ADDITION ALL OFFERS OF DEDICATION FOR ALL PUBLIC ROADWAYS WERE REJECTED WITH THE RESERVATION TO ACCEPT SAID OFFERS AT A LATER DATE. UTILITY EASEMENTS FOR THE INTSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC WATER, SEWER AND DRAINAGE FACILITIES HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE CITY.

BY: _____
CITY OF FERNLEY ENGINEER DATE _____

NAME / TITLE (PRINT)

BY: CITY OF FERNLEY ADMINISTRATOR DATE _____

GIS CERTIFICATE: NAME/TITLE PRINTED

A DIGITAL COPY OF THIS PLAT HAS BEEN DELIVERED TO THE CITY OF FERNLEY AND LYON COUNTY GIS DEPARTMENTS

BY: _____
CITY OF FERNLEY GIS DEPARTMENT DATE _____

NAME / TITLE (PRINT)

BY: _____
LYON COUNTY GIS DEPARTMENT DATE _____

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION:

THIS FINAL MAP IS APPROVED BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION OF THE STATE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND A COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

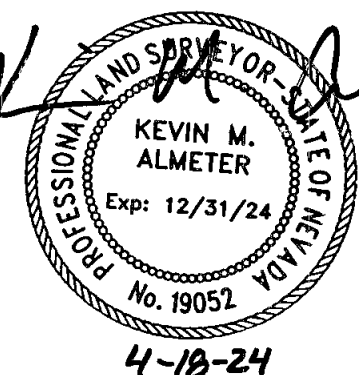
April Holt, P.E.
APRIL HOLT
DIVISION OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER POLLUTION CONTROL

DATE 4-17-2024

SURVEYOR'S CERTIFICATE:

I, KEVIN M. ALMETER, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

- THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF FERNLEY LAND INVESTMENT LLC, A NEVADA LIMITED LIABILITY COMPANY.
- THE LANDS SURVEYED LIE WITHIN A PORTION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.M., CITY OF FERNLEY, LYON COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON MAY 20, 2019.
- THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- THE MONUMENTS DEPICTED ON THE PLAT WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED, AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



KEVIN M. ALMETER, P.L.S.
NEVADA CERTIFICATE NO. 19052

UTILITY COMPANIES' CERTIFICATE:

THE UTILITY EASEMENTS AS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED, AND APPROVED BY THE UNDERSIGNED CABLE TV AND PUBLIC UTILITY COMPANIES.

BY: Armando Gonzalez
NAME / TITLE (PRINT) Construction Supervisor

DATE 10/10/22

BY: Brian Gordon
NAME / TITLE (PRINT) MOLESP PLANNING

DATE 10/12/2022

BY: Chris Robinson
NAME / TITLE (PRINT) SENIOR RIGHT OF WAY AGENT

DATE 11/8/2022

BY: Paul Brown
NAME / TITLE (PRINT) ENGINEER

DATE 10/23/2022

CITY COUNCIL CERTIFICATE:

I HEREBY ATTEST THAT THIS FINAL MAP WAS APPROVED AND ACCEPTED BY THE FERNLEY CITY COUNCIL ON THE _____ DAY OF _____, 202__.

BY: _____
DATE _____

NAME / TITLE (PRINT)

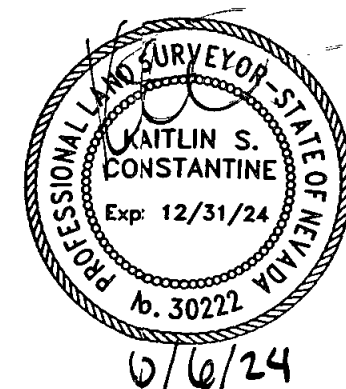
DIVISION OF WATER RESOURCES CERTIFICATE:

THIS PLAT IS APPROVED BY THE STATE OF NEVADA DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY SUBJECT TO THE REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

BY: Malcolm Wilson, P.E.
DIVISION OF WATER RESOURCES DATE 3/25/2024

CITY OF FERNLEY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT CONSISTING OF TWO SHEETS, AND THAT I AM SATISFIED SAID PLAT IS TECHNICALLY CORRECT.



Katlin S. Constantine P.L.S. 30222
CITY SURVEYOR

RIGHT TO FARM:

THE LANDS SHOWN HEREON ARE SUBJECT TO THE RIGHT TO FARM ORDINANCE AS SET FORTH IN THE FERNLEY CITY CODE.

RECORDER'S CERTIFICATE:

FILED FOR RECORD AT THE REQUEST OF _____, ON THIS _____ DAY OF _____, 202__.
AT _____ MINUTES PAST _____ O'CLOCK _____ M., OF OFFICIAL RECORDS OF LYON COUNTY, NEVADA.

RECORDING FEE: _____
LYON COUNTY RECORDER

FILE NO. _____ BY: _____
DEPUTY

T.C.I.D. NO. 21-034

OFFICIAL PLAT
OF

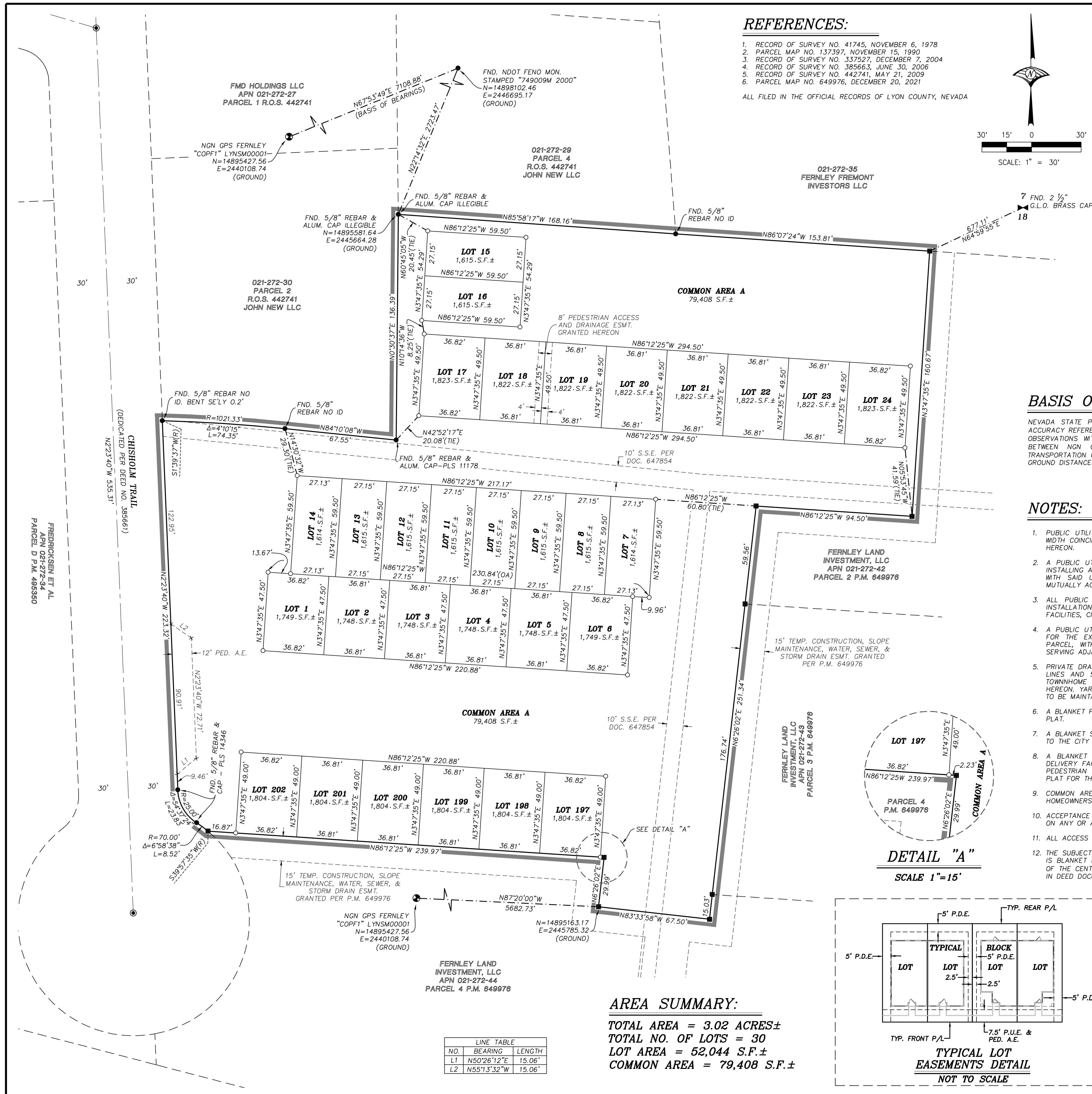
SUNRISE TRAILS TOWNHOMES PHASE 1

A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 649976
SITUATE WITHIN A PORTION OF THE NW 1/4 OF SECTION 18,
TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.B.M.
CITY OF FERNLEY LYON COUNTY NEVADA

JOB NO. 3707004

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
1961 Corporate Blvd Reno, NV 89502 Tel 775.823.4068 Fax 775.823.4068

SHEET 1
OF 2





CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 5, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Motion
Ordinance

AGENDA ITEM:

(For possible action) Discussion and possible action regarding Bill #355 in association with a proposed Zoning Map Amendment (ZMA 24001), Major Deviation (MJD 24001), and Tentative Subdivision Map (TSM 24001), a request by KLS Planning & Design on behalf of The 1903 Trust for 1) changing the zoning designation from RR1/2 to SF6; 2) an appeal to the Planning Commission denial of the reduction of side setback requirements from a combined total of 20 feet to a combined total of 10 feet; and 3) the division of approximately 47.52 acres into 158 single-family lots. The project is located at the northeast corner of Farm District Road and Red Rock Road (APN 021-343-20).

AGENDA ITEM BRIEF:

There are 3 applications being considered on this one agenda item: a Zoning Map Amendment, an appeal to a Major Deviation, and a Tentative Subdivision Map. The result of approving these applications will be the construction of 158 single-family homes east of Red Rock Road.

This item was considered by the Planning Commission at their December 11, 2024 meeting with the following outcomes:

- Denial of Major Deviation 24001. The applicant has filed an appeal to this decision and has requested that the City Council overturn this denial.
- Recommended denial of Zoning Map Amendment 24001 due to concerns with the proposed lot sizes.
- Recommended denial of Tentative Subdivision Map 24001 due to concerns with the impact of traffic on the adjacent subdivision.

First Reading of Bill #355 was conducted by the City Council at their January 15, 2025 meeting.

RECOMMENDED MOTION:

I move to approve Bill #355 in association with ZMA 24001, approve TSM 24001, and overturn the Planning Commission's denial of MJD 24001 by approving APP25001, based on the findings and conditions of approval found in the staff report.

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

I move to approve ZMA 24001 and TSM 24001 based on the findings and conditions found in the staff report. I further move to uphold the Planning Commission's denial of MJD 24001 and deny the Appeal (APP25001).

I move to deny ZMA 24001 and TSM 24001 and uphold the Planning Commission's denial of MJD 24001 by denying the Appeal (APP25001) based on the following: _____.

Other as Council feels appropriate.

BACKGROUND:

The subject property is currently classified under the Lyon County Assessor's office as use code 698: Agricultural Deferred with Multiple Residences. The site is mostly vacant and comprised of one regularly shaped parcel (APN: 021-343-20) totaling 47.53 acres. The applicant is proposing to demolish all existing structures and redevelop the site into 158 single family dwelling units.

The scope of work requires the approval of the following entitlements as described in Fernley Municipal Code Sec. 32.03.020. "Review and decision-making bodies." Individual findings are included below.

(TSM) Tentative Subdivision Map – Recommendation by Planning Commission, Final Action by Council

(FSM) Final Subdivision Map - Final Action by Council

(ZMA) Zoning Map Amendment - Recommendation by Planning Commission, Final Action by Council

(MJD) Major Deviation – Final Action by Planning Commission*

*Because the Major Deviation associated with this project was denied by the Planning Commission, an appeal was filed which requires final action by the City Council.

APPROVAL CRITERIA:**Section 1**

Fernley Municipal Code requires the Planning commission review **Tentative Subdivision Maps** based on the approval criteria of subsection (g) "Subdivision and Parcel Map Technical Design Standards" and findings 1-11. Out of the potential options to approve, approve with conditions, or deny the application, the Commission found the land division proposal to be inconsistent with the City's Master Plan (findings in red):

FINDINGS:

1. Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal;

Standard project conditions of approval addressing the above referenced environmental health standards including dust erosion, solid waste disposal, stormwater drainage, and utility infrastructure; No source-specific hazards were identified during preliminary review requiring mitigation. Water and sewer shall be provided by the City of Fernley, and the developer shall be responsible for determining, providing, and maintaining adequate public facilities to the satisfaction of the City Engineer.

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

FMC Section 32.09.035 "final subdivision map approval" requires the applicant dedicate to the city the surface water or groundwater rights reasonably necessary to ensure an adequate water supply to serve all parcels or lots within the project. The applicant has indicated they have sufficient water rights for the proposed tentative subdivision map. Each of the 158 single—family parcels requires 1.12 acre—feet of surface water to be dedicated to City of Fernley to provide municipal services, for a total of 176.96 acre—feet

3. Availability and accessibility of utilities;

The land is currently vacant. All water, sewer, and other public utilities are known to be available to the site and are included as part of the proposed development of the subdivision. The developer shall incur any and all costs associated with infrastructure expansion (including connection fees), and shall be responsible for constructing any improvements deemed necessary to serve the project.

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

Staff routed the tentative map proposal and confirmed with regional service providers that the proposed subdivision is infill development, located within areas already served by the Lyon County School Board, Lyon County Sheriff's Department, and North Lyon County Fire Protection District. Site fontage improvements shall comply with Americans with Disabilities Act and Accessible Guidelines for Pedestrian Facilities in Public ROW requirements to ensure safe access to and from the site. The submitted traffic impact study did identify the need for additional transportation measures that serve as a prerequisite to final map filing and have been incorporated into Conditions of Approval by the City Engineer and NDOT (see attached). Recreation facilities and parks shall be funded by residential construction tax applied to new developments at \$1,000 per dwelling unit.

5. Consistency with the zoning district regulations;

The tentative map has been analyzed for consistency with the zone change indicated in companion application ZMA24001 from RR1/2 to SF6. This falls within the "equivalent zoning categories" of the current Single-Family master plan designation, eliminating an existing conflict between land use classifications. FMC allows for the combination of a Major Deviation request among development proposals, but stipulates the project will not be approved until the major deviation is approved, unless it is possible to comply with the standards associated with the underlying application without the major deviation, which appears to be the case.

6. Conformity with the master streets and highways plan;

Staff verified that the traffic impact study submitted for the proposed development complies with the "City of Fernley Transportation Master Plan" of July 2020, as well as the transportation policies listed in the Comprehensive Master Plan (2018). On January 8th, 2025, the Planning Commission approved Resolution 25-002

exempting new development from any LOS standard requirements in association with the Farm District Roundabout and is incorporated by reference.

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

City staff and NDOT have identified Improvements scheduled for Red Rock Road and Farm District Road, conditioned as part of the project approval and final map submittal process. Civil plans shall identify all improvements as “public” (to be dedicated) or “private,” street identification signs must be in place, and all streets within the subdivision must be complete, to the approval of the City Engineer and Fire Chief, prior to recording the final map. Off-site improvements may be phased to accommodate construction scheduling but shall not negatively impact the existing neighborhood.

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

As part of their submission, the developer provided a preliminary technical drainage and geotechnical report. Staff screened recommendations from these reports and found no items of concern. As proposed, the project meets the minimum lot adjacency and buffering requirements for abutting properties.

9. Recommendations and comments of review bodies;

Staff circulated the proposed development plans and received feedback from the Engineering Department, as well as state agencies NDEP, NDWR, and NDOT. All outstanding items from the initial review have been addressed by the applicant and conditioned as necessary.

10. Conformity to the master sewer and water utility plan; and

This project conforms to both the master sewer and water utility plan as infill development. Aside from internal infrastructure needed to distribute utilities to each parcel, no additional city utility infrastructure has been identified.

11. Compliance with this Code and all other applicable regulations.

City Planning and Engineering staff actively screened all requirements in Fernley Municipal Code and have determined there are no compliance issues.

Section 2

Fernley Municipal Code requires the Planning commission review and make recommendations to City Council for a **Zoning Map Amendment** based on the approval criteria listed in findings a-c below, as well as compliance with the base “Residential - Single-family” development standards. The Commission is recommending denial of ZMA24001 due to insufficient findings on: adjacency efforts, compatibility with surrounding properties, and consistency with the intent of the master plan policies surrounding development along Farm District Road.

FINDINGS:

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

The existing master plan designation of the subject property is Single Family Residential (SFR), with equivalent zoning categories of SF6/9/12/20 and PD. The existing zoning designation, however, is RR1/2, which corresponds with the land use category Rural Residential (RR) in the master plan. As such, the approval of the proposed zoning map amendment would bring the property into compliance by ensuring consistency across planning documents and minimizing the potential of conflicting development standards.

The main difference between the two categories in the Master Plan are: Density (.2-2 du/ac vs 2-7 du/ac) and

Minimum Lot Size (min 1 acre vs N/A). The project proposes 158 lots across a total lot area of 35.06 acres (excluding common areas/ROW), with one unit per lot, and has an overall residential density of 4.5 du/ac. This falls within the appropriate range for the SFR designation. The maximum amount of residences allowed under the Residential Rural density standards would be limited to 2 dwelling units/acre capping the project at 70 individual lots. There is no minimum lot size requirement Single Family Residential in the master plan; SF6 development standards allow a minimum of 6,000SF (.13 acre) lots. The project's average lot size is .22 acres and the smallest proposed is .14 acres.

A condition of approval has been included that the applicant comply with all Local/State/Federal laws, and a full Master Plan Policy Analysis can be found in the submittal materials provided by the applicant.

2. Consistent with the surrounding land uses. Surrounding land uses include a mix of single family and rural residential zoning, with a large range of lot sizes and property development. The site is directly adjacent to a similarly sized subdivision on Red Rock Road and abuts vacant Commercial property along US Highway 50.

3. Public notice was given, and a public hearing held per the requirements of the development code and Nevada revised statutes.

*This item was noticed on 10/23/24 and considered at a public hearing at a regular meeting of the Fernley Planning Commission in accordance with all local and state guidelines. Per applicant request, the commission accepted public comment and continued the item on November 13, 2024 to the next regularly scheduled meeting, no additional noticing required. This item was further noticed and considered at a public hearing by the Fernley **City Council** on February 5, 2025 before taking any final action. As such, both of the required approving bodies have publicly noticed and considered public testimony in compliance with the minimum review procedures set by the NRS and FMC.*

Section 3

Fernley Municipal Code allows certain special exceptions from development standards through the approval of a **Major Deviation**, issued by the Planning Commission subject to findings a-d below. The request to reduce the total combined setback requirement MJD24001 (provided in the applicant narrative below) was denied based on the potential detriment to public health and safety

FINDINGS:

1. The request is consistent with the stated purposes of title 32, zoning;

The request is consistent with the stated purpose which is to allow relief and flexibility in the development review process. Generally, it is the intent of the City to allow significant reductions or deviations from the minimum standards of this Code only in exchange for a higher level of quality development and compensating benefits. Further, it meets the required applicability criteria which are: a) Special exceptions greater than ten percent and less than 50 percent from requirements for land use in this title; or b) Special exceptions from development standards that are quantified and, c) It does not authorize a use variance, or a deviation based on hardship or difficulty.

2. Granting the major deviation will not be materially detrimental to the public health, safety or welfare, or injurious to property or improvements in the vicinity;

It is not conceivable to imagine any detriment to public health, safety or welfare to property or improvements in the vicinity. The code in fact already establishes a 5' side yard setback as a standard. It is a home buyer's choice to buy into this design change that implements 5' on both sides of each house (at a point) because of the pie shaped lots that flare out to make the average combined setback much larger.

3. Granting the major deviation is necessary for the preservation and enjoyment of a property right possessed by other property owners in the same vicinity and land use district and is denied to the property for which the

major deviation is sought; and

It appears the standard is not applicable to other properties in the area. This change brings the SF6 zoning standards more in alignment with all zoning standards working in harmony, i.e. lot size, width, setback, coverage, etc., as all must relate to the specified density which cannot be achieved with this standard. Proposed density with the proposed deviation is only 46% of the maximum allowed in the district. That is, 3.3 dwelling units per acre achieved versus 7.2 dwelling units per acre allowed.

4. Granting of the major deviation does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use district in which the property is located.

This is a design change and a design preference that the code does not consider and does not grant a special privilege. Other properties in the area could seek the same relief from the code and standards if such a design concept was considered. It appears that it does not apply to other properties.

Section 4

Fernley Municipal Code further allows an applicant to file an **Appeal** to City Council of an action by the Planning Commission within 11 days of the decision, identifying all pertinent issues. The city council shall review the matter de novo against approval criteria a-c below, and may affirm, modify, remand for further consideration, or reverse the action.

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

The applicant has submitted the following considerations for granting APP25001 in favor of MJD24001:

1. *The discussion at Planning Commission was targeting neighborhood quality and density which is not the reason for the request. The request pertains to a code section that does not align setbacks to a curvilinear street design. This deviation affects only home buyers in this project, not the surrounding community.*
2. *The Yori project uses a "coved" land plan to enhance the neighborhood and community design as supported by the Fernley Master Plan. This design creates "pie-shaped" lots with a pinchpoint and a reduced setback (5' minimum per code at a given point) that flares out for every lot. The result is a high number of cul-de-sac lots that are highly desired by homeowners for safety (no thru traffic), tranquility, and larger backyard spaces. The coved design requires 33% less street infrastructure when compared to a linear lot and block design that was analyzed at the inception of the project. It helps with long-term maintenance burden for the City.*
3. *Code requires a combined setback at 20' that is primarily to accommodate boat and/or RV parking. Such parking will not be allowed in this community. The setback removes this potential parking in front (side) yards simply because the space is not available. It's a cleaner and more organized neighborhood.*
4. *This code was written for a linear lot and block design with uniform side yard setbacks. While the curvilinear type of design creates variation in the setbacks, the average setback between homes proposed is slightly reduced. It's a different configuration of space, not a matter of being better or worse. The design prioritizes larger and more usable rear yards, providing greater livable space for families and homeowners.*
5. *Deviation Impact: The design results in a average combined side yard setback of 17.4', a 13% deviation of the 20' standard. This adjustment allows for wider & larger rear yards, enhancing the overall appeal and functionality of the community without negatively affecting its quality or character.*

A setback diagram has been included as an attachment to this report.

Summary of Public Comment (Planning Commission December 11, 2024)

- Farrah Alexander, Fernley resident, stated a concern over the roundabout and spoke against the project, with concerns over the impacts to roadway and schools, and building from Farm District to Highway 50, instead of other way around.
- Cal Elridge, Fernley resident, stated a concern over vehicular and pedestrian traffic, and echoed a concern of building from Farm District to Highway 50 because of current access to the project site.
- Peggy Austin, Fernley resident, stated she is against the proposed two-stories dwellings and her concern over traffic and access points to and from the proposed project
- Tom Ehrhart, Fernley resident, asked if there was any way to ensure that the green space remains to separate the agricultural property from the subdivision and spoke in favor of bigger lots with single story dwellings.
- Naomi Flowers, Fernley resident, asked what kind of separation they are going to put down to protect the agricultural part of this development, as her property borders the proposed project and she has horses and sheep.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

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

Specific

[NRS §278.330-278.353](#) - Subdivision of Land: Tentative Maps
[NRS §278.260](#) - Determination, establishment, enforcement and amendment of zoning regulations
[NRS 278.315](#) - Granting of variances.
NRS 278.3195 - Appeals

[FMC §32.03.060\(f\)\(1\)](#) - Tentative subdivision maps
[FMC §32.03.040\(e\)](#) - Zoning map amendments (rezoning)
[FMC §32.03.090\(a\)](#) - Major deviations
FMC 32.09.090 - Appeals

[FMC §32.06.070](#) - Residential - Single-family (SF20, SF12, SF9, SF6)
[FMC §32.06.060](#) - General rural (GR20) and residential rural (RR5, RR1, and RR½).
[FMC §32.09](#) - Development Standards

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill #355

2. Conditions of Approval
3. Setback Diagram MJD24001
4. Adjacency Code
5. Submittal Materials
6. Plan sets
7. Traffic Study minus Appendix

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

**BILL #355
CITY OF FERNLEY
ORDINANCE # _____**

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA24001, TO CHANGE THE ZONING OF ±47.52 ACRES LOCATED AT THE NORTHEAST CORNER OF FARM DISTRICT ROAD AND RED ROCK ROAD (APN: 021-343-20) FROM RR1/2 (RURAL RESIDENTIAL, ½ ACRE MINIMUM) TO SF6 (SINGLE-FAMILY RESIDENTIAL, 6,000 SQUARE FEET MINIMUM).

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

Section 1: The zoning of that certain real property totaling ±47.52 acres, more or less, situated in the City of Fernley, Nevada, and owned by The 1903 Trust, being more particularly described on Exhibit “A” attached hereto and depicted on “Exhibit A-1” attached hereto is hereby reclassified from RR1/2 (Rural Residential, ½ acre minimum) to SF6 (Single-Family Residential, 6,000 square foot minimum).

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the same as provided by law.

Section 4: This ordinance shall become effective upon passage, approval, and publication.

Section 5: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of public health, safety, welfare, and convenience.

Section 6: If any subsection, phrase, sentence, or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions.

Section 7: The Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL #355 BEING HEREBY PROPOSED this 15th day of January 2025.

BILL #355 BEING HEREBY PASSED, APPROVED, AND ADOPTED this 5th day of February 2025, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

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

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

LEGAL DESCRIPTION

PARCEL 2(ADJUSTED)

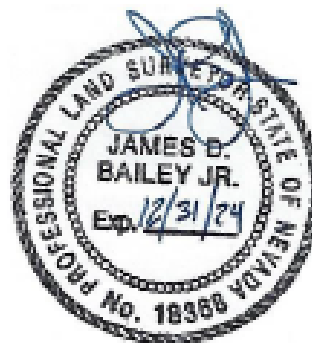
ALL THAT CERTAIN REAL PROPERTY BEING ALL OF THE YORI PARCEL AS SHOWN ON THE RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FILE No. 90732 AND A PORTION OF THE GALLAWAY PARCEL AS SHOWN ON PARCEL MAP FILE No. 31048 OF LYON COUNTY RECORDS, LYING IN A PORTION OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID YORI PARCEL , THENCE FROM SAID POINT OF BEGINNING AND ALONG THE EASTERLY LINE OF SAID YORI PARCEL , SOUTH 0°02'41" WEST A DISTANCE OF 2630.77 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF FARM DISTRICT ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY NORTH 89°38'59" WEST A DISTANCE OF 759.64 FEET ; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY NORTH 0°07'03" WEST A DISTANCE OF 338.06 FEET TO BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS, SOUTH 89°52'57" WEST, HAVING A RADIUS OF 180.00 FEET , SUBTENDED BY A CENTRAL ANGLE OF 31°47'18" THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 99.87 FEET, HAVING A CHORD OF NORTH 16°00'42" WEST AND A DISTANCE OF 98.59 FEET; THENCE LEAVING SAID CURVE NORTH 0°07'03" WEST A DISTANCE OF 2203.35 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE AFORMENTIONED SECTION 22; THENCE ALONG SAID NORTH LINE SOUTH 89°16'32" EAST A DISTANCE OF 794.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 47.53 ACRES MORE OR LESS.

Per NRS 111.312, this legal description was previously recorded at Document No.315965, on March 17, 2004, Official Records of Lyon County, Nevada.

James D. Bailey, Jr.
P.L.S. 18368
MERIDIAN SURVEYING & MAPPING, INC.
8725 TECHNOLOGY WAY, STE. C2
RENO, NV. 89521



5/14/2024

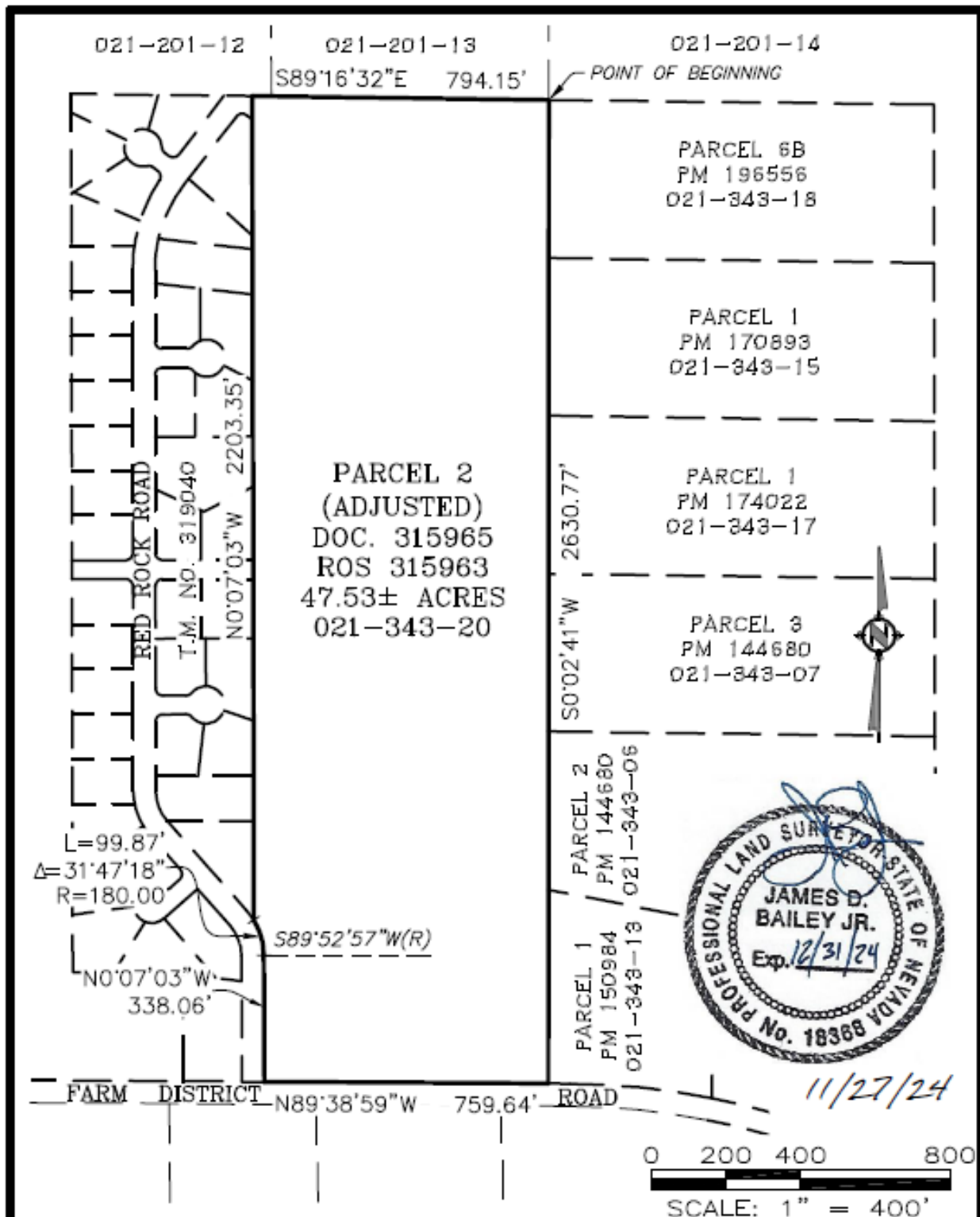
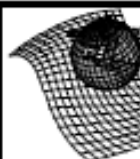


EXHIBIT
PARCEL 2 (ADJUSTED)
ROS MAP FILE NO. 315963
APN: 021-343-20

DRAWN BY: JDB

DATE: NOV. 2024



Meridian Surveying & Mapping, Inc.
Land, Construction and Boundary Surveys

8725 Technology Way, Reno, NV 89521
(775) 690-4194

Conditions of Approval for:
Zoning Map Amendment (ZMA 24001)
Major Deviation (MJD 24001)
Tentative Subdivision Map (TSM 24001)

SCOPE AND DURATION OF APPROVAL

1. APPROVAL:

THE PROJECT IS APPROVED AS CONDITIONED AND DESCRIBED BELOW. ANY SUBSTANTIVE CHANGE WILL REQUIRE APPROVAL FROM THE CITY OF FERNLEY AND SHALL BE PROCESSED AS OUTLINED IN THE DEVELOPMENT CODE.

- A. THE ZONING MAP AMENDMENT IS APPROVED CHANGING THE ZONING OF THE PROPERTY FROM RR1/2 TO SF6.
- B. THE MAJOR DEVIATION IS APPROVED REDUCING THE SIDE SETBACK REQUIREMENTS FROM A COMBINED TOTAL OF 20 FEET TO A COMBINED TOTAL OF 10 FEET.
- C. THE TENTATIVE SUBDIVISION MAP IS APPROVED TO DIVIDE APPROXIMATELY 47.52 ACRES INTO 158 SINGLE-FAMILY LOTS.

2. PROJECT DESCRIPTION:

THE PROJECT APPROVAL IS LIMITED TO RESIDENTIAL SINGLE-FAMILY DEVELOPMENT WITH A MAXIMUM OF 158 LOTS ON AN APPROXIMATELY 47.52-ACRE PARCEL LOCATED AT THE NORTHEAST CORNER OF FARM DISTRICT ROAD AND RED ROCK ROAD (APN 021-343-20).

3. EXPIRATION DATE:

THE TENTATIVE SUBDIVISION MAP APPROVAL SHALL EXPIRE WITHIN FOUR YEARS OF THE DATE OF CITY COUNCIL APPROVAL UNLESS THE FINAL PARCEL MAP(S) HAS BEEN RECORDED IN ACCORDANCE WITH NEVADA REVISED STATUTES (NRS 278.360). BECAUSE THE MAJOR DEVIATION IS TIED TO THE SPECIFIC DESIGN OF THE TENTATIVE SUBDIVISION MAP, THE EXPIRATION OF THE MAJOR DEVIATION WILL FOLLOW THAT OF THE TENTATIVE SUBDIVISION MAP. THE ZONING MAP AMENDMENT DOES NOT EXPIRE.

4. GOVERNING DOCUMENTS:

ALL CITY OF FERNLEY MUNICIPAL CODE (FMC) OR DEVELOPMENT CODE REFERENCES HEREIN PERTAIN TO THE VERSION OF THE CODE ESTABLISHED BY ORDINANCE NUMBER 2023-008, UNLESS OTHERWISE NOTED. THE DEVELOPER MUST COMPLY WITH ALL DESIGN STANDARDS AND REGULATIONS AS SET FORTH IN FMC. THE DEVELOPER MAY SUBSTITUTE REQUIREMENTS ESTABLISHED IN FUTURE FMC UPDATES, IF APPROVED BY THE ADMINISTRATOR.

THE DEVELOPER SHALL ALSO COMPLY WITH ALL STANDARDS FOUND WITHIN "CITY OF FERNLEY DEPARTMENT OF PUBLIC WORKS DESIGN STANDARDS & REVIEW GUIDELINES" AS UPDATED MARCH 2024, "CITY OF FERNLEY STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION" AS UPDATED JULY 2022, AND THE MOST CURRENT "CITY OF FERNLEY COMPREHENSIVE MASTER PLAN".

REGULATORY AGENCIES

5. NORTH LYON COUNTY FIRE PROTECTION DISTRICT:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE MOST RECENT FIRE CODE ADOPTED BY THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT, TO THE APPROVAL OF THE FIRE CHIEF, FIRE MARSHAL, OR DESIGNEE.

6. FEDERAL, STATE, AND LOCAL AGENCIES:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF ANY FEDERAL, STATE, LOCAL AGENCY, DEPARTMENT, OR LICENSED PROFESSIONAL WITH JURISDICTION OVER THE PROJECT INCLUDING, BUT NOT LIMITED TO: NEVADA

DEPARTMENT OF TRANSPORTATION (NDOT), NEVADA DIVISION OF ENVIRONMENTAL PROTECTION (NDEP), NEVADA DIVISION OF WATER RESOURCES (NDWR), NEVADA BUREAU OF WATER POLLUTION CONTROL, NEVADA BUREAU OF SAFE DRINKING WATER, NEVADA PUBLIC UTILITIES COMMISSION (PUCN), NEVADA STATE ENVIRONMENTAL COMMISSION, THE CITY OF FERNLEY BUILDING OFFICIAL, THE CITY OF FERNLEY ENGINEER, CITY OF FERNLEY PLANNING DEPARTMENT, CITY OF FERNLEY PUBLIC WORKS DEPARTMENT, AND THE CITY OF FERNLEY PROFESSIONAL LAND SURVEYOR.

REQUIREMENTS FOR GRADING AND CIVIL PERMITS

7. WATER AND SEWER SYSTEM MODELING:

ADEQUACY OF SEWAGE COLLECTION AND/OR TREATMENT IS SUBJECT TO THE APPROVAL OF THE PUBLIC WORKS DIRECTOR. FURTHER, THE ADMINISTRATOR SHALL DETERMINE WHETHER ADEQUATE PUBLIC FACILITIES ARE IN PLACE OR CAN BE CONSTRUCTED CONCURRENTLY WITH THE DEVELOPMENT PROJECT PRIOR TO THE APPROVAL OF A DEVELOPMENT PROJECT.

TO ENSURE THE PUBLIC WORKS DIRECTOR, ADMINISTRATOR, AND OTHER RELEVANT PARTIES HAVE THE INFORMATION REQUIRED FOR THESE APPROVALS, THE DEVELOPER SHALL COMPLETE WATER AND SEWER MODELING FOR THE PROJECT PRIOR TO ISSUE OF A PUBLIC INFRASTRUCTURE PERMIT.

8. GRADING PERMIT:

THE DEVELOPER SHALL COMPLY WITH ALL GRADING REQUIREMENTS SET FORTH IN FMC, AS WELL AS ALL STATE AND FEDERAL REGULATIONS. PRIOR TO THE ISSUE OF A GRADING PERMIT, THE DEVELOPER SHALL POST A SURETY BOND FOR REGRADING AND RECLAMATION OF THE SITE, PROVIDE A STORMWATER POLLUTION PREVENTION PERMIT, AND SURFACE AREA DISTURBANCE PERMIT.

REQUIREMENTS DURING CONSTRUCTION PHASE

9. CONSTRUCTION DEBRIS:

ALL CONSTRUCTION SITES SHALL HAVE APPROVED TRASH RECEPTACLES OR AN APPROVED TRASH REMOVAL PLAN IN PLACE AT THE TIME OF THE FIRST INSPECTION AND DURING CONSTRUCTION, UNTIL CERTIFICATE OF OCCUPANCY IS ISSUED. THE RECEPTACLES SHALL BE USED APPROPRIATELY TO MAINTAIN A CLEAN WORK SITE.

10. CONSTRUCTION HOURS:

PRIOR TO THE START OF ANY CONSTRUCTION-RELATED ACTIVITY, THE DEVELOPER SHALL INSTALL SIGNS AT ALL ACCESS POINTS TO THE PROJECT THAT CLEARLY INDICATE THE HOURS OF ACTIVITY ON-SITE. THE DEVELOPER SHALL LIMIT ALL CONSTRUCTION-RELATED ACTIVITIES TO BETWEEN THE HOURS OF SEVEN AM AND SEVEN PM, SEVEN DAYS PER WEEK. ONCE CONSTRUCTION IS FINISHED, THE DEVELOPER SHALL REMOVE THESE SIGNS.

11. PROJECT CONTACT:

PRIOR TO ISSUE OF A PERMIT, THE DEVELOPER SHALL DESIGNATE A PROJECT CONTACT PERSON TO THE ADMINISTRATOR. THE CONTACT PERSON SHALL BE AUTHORIZED TO AND RESPONSIBLE FOR CORRECTING ANY PROJECT-RELATED ISSUES ON A 24-HOUR, SEVEN-DAYS-PER-WEEK BASIS.

REQUIREMENTS FOR FINAL MAP

12. FINAL SUBDIVISION MAP PHASING:

IF THE FINAL SUBDIVISION MAP IS PHASED, EACH MAP PHASE SUBMITTED MUST BE DESIGNED TO MEET THE PUBLIC FACILITIES AND IMPROVEMENT STANDARDS AND BE ABLE TO OPERATE INDEPENDENTLY AND AS PART OF THE OVERALL DESIGN. A PHASING PLAN SHOULD BE SUBMITTED WITH PHASE ONE. CHANGES TO THE PHASING PLAN WILL REQUIRE

REVIEW AND APPROVAL BY THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR, PRIOR TO IMPLEMENTATION.

13. IMPROVEMENT PLANS:

PRIOR TO SUBMITTAL OF ANY FINAL SUBDIVISION MAP APPLICATION, THE ASSOCIATED PUBLIC IMPROVEMENT PLANS SHALL BE SUBMITTED TO THE CITY ENGINEER OR DESIGNEE FOR APPROVAL. THE UTILITIES AND INFRASTRUCTURE FOR EACH PHASE MUST OPERATE INDEPENDENTLY OF FUTURE PHASES YET TO BE CONSTRUCTED.

IMPROVEMENT PLANS SHALL REQUIRE REMOVAL AND REPLACEMENT OF EXISTING PAVEMENT, SIDEWALKS, AND CURB AND GUTTER WHERE NEW ROADS TIE INTO EXISTING TO ENSURE A SMOOTH TRANSITION BETWEEN ALL ROADS.

IMPROVEMENT PLANS SHALL PROVIDE 20-FOOT WIDE MINIMUM GRAVEL ACCESS ROADS AROUND ALL SIDES OF THE DETENTION BASIN TO PROVIDE SUFFICIENT ACCESS FOR MAINTENANCE VEHICLES. THE ACCESS ROAD SHALL BE GRADED WITH A 5% MAXIMUM CROSS SLOPE TO ENSURE IT IS MANEUVERABLE BY MAINTENANCE VEHICLES.

IMPROVEMENT PLANS SHALL PROVIDE RETENTION BASINS WITH A FLAT BOTTOM WHICH CAN BE ACCESSED BY MAINTENANCE VEHICLES TO REMOVE ACCUMULATED SEDIMENT. THE SURFACE FOR THE ACCESS TO THE BOTTOM OF THE BASINS SHALL BE PAVEMENT OR ARTICULATING CONCRETE BLOCKS. THE PERIMETER OF THE BASIN SHALL BE ENCLOSED WITH A CHAIN-LINK FENCE AND PRIVACY SLATS.

IMPROVEMENT PLANS SHALL IDENTIFY ALL IMPROVEMENTS AS “PUBLIC” (TO BE DEDICATED) OR “PRIVATE”.

PEDESTRIAN RAMPS SHALL BE PROVIDED AT BOTH CORNERS OF THE WEST END OF PROPOSED CATTLE ROAD, AS WELL AS THE NORTH AND SOUTH ENDS OF YORI WAY.

DEVELOPER SHALL PROVIDE ADEQUATE LOOPING OF WATER SYSTEM THROUGHOUT SUBDIVISION WITH “DESERT COURT” BEING THE ONLY EXCEPTION TO THIS CONDITION AS AUTHORIZED BY THE PUBLIC WORKS DIRECTOR.

IMPROVEMENT PLANS SHALL ELIMINATE VALLEY GUTTERS AT PUBLIC ROAD INTERSECTIONS TO THE EXTENT POSSIBLE.

ALL SIDEWALKS SHALL BE 5 FEET WIDE OR PASSING SPACES SHALL BE INCORPORATED EVERY 200-FEET IN ACCORDANCE WITH AMERICANS WITH DISABILITIES ACT AND ACCESSIBLE GUIDELINES FOR PEDESTRIAN FACILITIES IN PUBLIC RIGHT-OF-WAY REQUIREMENTS.

IMPROVEMENT PLANS SHALL INCLUDE PEDESTRIAN RAMPS AT ALL CORNERS OF ALL INTERSECTIONS OF YORI WAY AND ZIGGY COURT, AS WELL AS QUICK CAL WAY AND YORI WAY.

14. WATER RIGHTS:

THE DEVELOPER SHALL DEDICATE THE APPROPRIATE AMOUNT OF WATER RIGHTS – AS CALCULATED BY THE CITY ENGINEER. APPROVAL FROM THE CITY COUNCIL OF THE WILL-SERVE SHALL BE OBTAINED PRIOR TO RECORDING OF FINAL SUBDIVISION MAP. SHOULD THE PROJECT BE CONSTRUCTED IN PHASES, THESE REQUIREMENTS MAY BE CALCULATED ON A PER-PHASE BASIS. THIS REQUIREMENT IS SUBJECT TO APPROVAL OF THE ADMINISTRATOR, THE CITY ENGINEER, AND THE PUBLIC WORKS DIRECTOR.

15. EASEMENTS:

THE DEVELOPER SHALL PROVIDE EASEMENTS TO THE CITY OF FERNLEY FOR MAINTENANCE OF ALL PUBLIC INFRASTRUCTURE INSTALLED ON PRIVATE PROPERTY. THE EASEMENTS SHALL INCLUDE CITY OF FERNLEY’S STANDARD EASEMENT LANGUAGE – SUBJECT TO APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR – AND SHALL BE RECORDED ALONG WITH THE FINAL SUBDIVISION MAP. ALL EASEMENTS SHALL BE WIDE ENOUGH TO ALLOW FOR

OPERATIONS, MAINTENANCE, AND REPLACEMENT OF UTILITY IN THE FUTURE. FINAL EASEMENT WIDTHS WILL BE COORDINATED AS PART OF THE SUBDIVISION CIVIL IMPROVEMENT PERMITTING.

SLOPE EASEMENTS TO THE BENEFIT OF THE CITY PER CITY EASEMENT LANGUAGE REQUIREMENTS SHALL BE PROVIDED FOR THE NORTH END OF YORI WAY (GRADING NEAR THE INTERSECTION OF RED ROCK ROAD).

16. WATER AND SEWER:

THE DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTING OR SHALL POST SURETY BOND FOR ALL IMPROVEMENTS DEEMED NECESSARY TO SERVE THE PROJECT, AS IDENTIFIED IN THE APPROVED WATER AND SEWER MODELING REPORTS, SUBJECT TO APPROVAL OF THE CITY ENGINEER, PRIOR TO RECORDING A FINAL SUBDIVISION MAP.

THE DEVELOPER SHALL COMPLY WITH FMC STANDARDS REGARDING CONNECTIONS/DEMANDS TO THE SANITARY SEWER AND POTABLE WATER SYSTEMS, INCLUDING ASSOCIATED CONNECTION FEES, DESIGN STANDARDS, DEVELOPMENT CODE REQUIREMENTS, AND STATE REQUIREMENTS PRIOR TO ISSUING A PUBLIC IMPROVEMENT PERMIT.

PRIOR TO APPROVAL OF A FINAL SUBDIVISION MAP FOR THE PROJECT, THE DEVELOPER SHALL PERMIT THE WATER SYSTEM MODIFICATIONS IN CONFORMANCE WITH THE FMC AND PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, AND ADMINISTRATOR.

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION BUREAU OF SAFE DRINKING WATER AND BUREAU OF WATER POLLUTION CONTROL SUBMITTAL WILL BE REQUIRED.

17. STREETS AND SIGNAGE:

STREET IDENTIFICATION SIGNS MUST BE IN PLACE AND STREETS WITHIN THE SUBDIVISION MUST BE COMPLETE, TO THE APPROVAL OF THE CITY ENGINEER AND FIRE CHIEF, PRIOR TO SUBMITTING THE FINAL MAP APPLICATION.

18. WASTE MANAGEMENT:

THE DEVELOPER SHALL PROVIDE A WILL-SERVE FROM WASTE MANAGEMENT, SUBJECT TO APPROVAL OF THE ADMINISTRATOR, PRIOR TO RECORDING ANY FINAL SUBDIVISION MAP.

19. HYDROLOGY REPORT:

THE DEVELOPER SHALL PROVIDE A FINAL HYDROLOGICAL REPORT FOR THE PROJECT IN CONFORMANCE WITH THE FMC AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER PRIOR TO APPROVAL OF A FINAL MAP FOR ANY PORTION/PHASE OF THE PROJECT.

20. MAINTENANCE ASSOCIATION:

THE DEVELOPER SHALL ESTABLISH A MAINTENANCE ASSOCIATION FOR THE UPKEEP OF ALL COMMON AREAS, THE LANDSCAPING AND FENCING ALONG THE PERIMETER OF THE DEVELOPMENT, AND ANY DRAINAGE CONVEYANCE FACILITIES NOT DEDICATED TO AND ACCEPTED BY THE CITY OF FERNLEY. DOCUMENTS ESTABLISHING THE MAINTENANCE ASSOCIATION SHALL BE SUBMITTED, APPROVED, AND RECORDED ALONG WITH THE FINAL SUBDIVISION MAP. THIS CONDITION IS SUBJECT TO APPROVAL OF THE ADMINISTRATOR, CITY ATTORNEY, CITY ENGINEER, FINANCE DIRECTOR, AND PUBLIC WORKS DIRECTOR.

21. DRAINAGE REPORT:

THE DRAINAGE STUDY IDENTIFIES DETENTION IS BASED ON THE 25-YEAR, 6-HOUR STORM. AS PART OF THE FINAL IMPROVEMENT PLANS, THE DEVELOPMENT SHALL COMPLY WITH SECTION 10.1.4 OF THE DESIGN STANDARDS WHICH REQUIRE THE ENGINEER-OF-RECORD TO PROVIDE CONCLUSIVE PROOF IN THE DRAINAGE REPORT THAT ANY INCREASE IN PEAK FLOW WILL NOT ADVERSELY EFFECT OR CAUSE DAMAGE TO PROPERTY ALONG THE DOWNSTREAM MAJOR DRAINAGE FACILITY OR NATURAL WATER COURSE. THE NATURAL WATER COURSE DOWNSTREAM OF THE

DEVELOPMENT ARE THE CULVERS UNDER HIGHWAY 50A. THE CULVERTS SHALL BE ANALYZED BASED ON THE 100-YEAR STORM OR PROVIDE ADDITIONAL STORM WATER DETENTION TO PREVENT THE 100-YEAR FLOWS FROM IMPACTING DOWNSTREAM PROPERTIES. THE 100-YEAR, 24-HOUR STORM SHALL BE UTILIZED FOR THE SIZING OF THE DETENTION BASIN TO AVOID ANALYSIS OF THE DOWNSTREAM INFRASTRUCTURE.

ALL PROPOSED PUBLIC STORM DRAIN MAINS NOT LOCATED WITHIN STREETS SHALL HAVE A PAVED ACCESS ROAD.

ALL OPEN CHANNELS LOCATED IN COMMON AREAS SHALL BE OWNED AND MAINTAINED BY THE MAINTENANCE ASSOCIATION UNLESS OFFERED FOR DEDICATION AND ACCEPTED BY THE CITY OF FERNLEY.

ALL OPEN CHANNELS SHALL HAVE ACCESS ROADS TO PROVIDE MAINTENANCE VEHICLE ACCESS. ANY CHANNELS PROPOSED TO BE DEDICATED TO THE CITY SHALL BE CONCRETE LINED TO THE EXTENT REQUIRED TO CONVEY THE 25-YEAR STORM.

THE DETENTION POND INLET PIPE SHALL BE MODELED WITH BACKWATER EFFECTS TO ENSURE THE PIPE HGL DOES NOT BACK UP INTO THE SYSTEM DUE TO THE BASIN BEING FULL, OTHERWISE THE BASIN SHALL BE DEEPENED OR THE INLET PIPE RAISED TO PROVIDE REQUIRED STORAGE BELOW THE INLET PIPE INVERT.

OPEN SPACES ON THE EAST AND WEST SIDE OF THE DEVELOPMENT SHALL BE OWNED AND MAINTAINED BY A MAINTENANCE ASSOCIATION IN PERPETUITY.

22. GEOTECHNICAL REPORT:

A FINAL GEOTECHNICAL INVESTIGATION SHALL BE SUBMITTED WITH THE PUBLIC IMPROVEMENT PLAN SUBMITTAL(S).

THE FINAL GEOTECHNICAL INVESTIGATION SHALL INCLUDE INFORMATION REGARDING PAVEMENT SECTION DESIGN.

23. RED ROCK ROAD:

THE EAST SIDE OF RED ROCK ROAD ADJACENT TO LOTS 1 THROUGH 5 SHALL BE DEVELOPED TO A HALF-STREET SECTION WITH CURB, GUTTER, AND SIDEWALK. PAVEMENT PATCHING FOR UTILITIES ALONG RED ROCK ROAD WILL REQUIRE A GRIND AND OVERLAY OF HALF OR ALL OF RED ROCK ROAD DEPENDING ON THE EXTENT OF UTILITY PATCHES. RED ROCK ROAD SHALL BE REPAIRED DUE TO CONSTRUCTION TRAFFIC, INCLUDING PAVEMENT REPLACEMENT FOR DAMAGED AREAS AND SLURRY SEALING TO CORRECT CONSTRUCTION TRAFFIC IMPACTS AS REQUIRED.

THE EXISTING DRAINAGE ALONG THE EAST SIDE OF RED ROCK ROAD SHALL BE ATTENUATED (PIPED) ACROSS THE NEW ROADWAY CONNECTION(S) TO RED ROCK ROAD.

REQUIREMENTS FOR BUILDING PERMIT

24. STORM WATER TREATMENT AND DRAINAGE:

THE DEVELOPER SHALL UTILIZE STRUCTURAL CONTROLS FOR THE TREATMENT OF STORM WATER RUNOFF, IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES. DRAINAGE CONVEYANCE FACILITIES AND OTHER IMPROVEMENTS MUST BE CONSTRUCTED, FUNCTIONAL, AND DEDICATED TO THE CITY OF FERNLEY PRIOR TO SUBMITTAL OF THE FIRST BUILDING PERMIT APPLICATION.

ALL INTERNAL STORM DRAIN INFRASTRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH PUBLIC WORKS DESIGN STANDARDS. DESIGN AND CONSTRUCTION OF ALL DRAINAGE CONVEYANCE FACILITIES ARE SUBJECT TO APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

25. RESIDENTIAL CONSTRUCTION TAX:

THE DEVELOPER SHALL PAY ONE PERCENT OF THE VALUATION OF EACH RESIDENTIAL DWELLING UNIT BUILDING PERMIT BASED ON THE CITY'S VALUATION DATA TABLE, OR \$1,000 PER DWELLING UNIT, WHICHEVER IS LESS, PRIOR TO ISSUE OF EACH RESIDENTIAL BUILDING PERMIT.

26. INFRASTRUCTURE CONSTRUCTION:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE FMC AND PUBLIC WORKS DESIGN MANUAL FOR THE CONSTRUCTION OF ANY PUBLIC OR PRIVATE INFRASTRUCTURE TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, AND BUILDING OFFICIAL PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT FOR THE PROJECT.

OFFSITE REQUIREMENTS

27. RED ROCK ROAD EXTENSION:

THE CITY OF FERNLEY INTENDS TO BUILD THE EXTENSION OF RED ROCK ROAD TO HIGHWAY 50A. IN THE EVENT THAT RED ROCK ROAD HAS NOT BEEN COMPLETED BEFORE THE CONSTRUCTION OF THIS SUBDIVISION, THE DEVELOPER SHALL COMPLETE THE IMPROVEMENTS IN ACCORDANCE WITH THE CITY OF FERNLEY PREFERRED DESIGN PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR THE 81ST HOME. PRIOR TO CONSTRUCTING RED ROCK ROAD IMPROVEMENTS, THE DEVELOPER SHALL EXECUTE A REIMBURSEMENT AGREEMENT TO THE APPROVAL OF THE ADMINISTRATOR, CITY ATTORNEY, CITY ENGINEER, FINANCE DIRECTOR, AND PUBLIC WORKS DIRECTOR FOR THE EXTENSION OF RED ROCK ROAD. THIS SCOPE OF IMPROVEMENTS SHALL BE DONE ON A PRO-RATA BASIS FOR ANY APPROVED OR FUTURE PROJECTS USING RED ROCK ROAD ON A FIRST-COME/FIRST-SERVE BASIS.

28. TRAFFIC STUDY:

IN TABLE 4, THE 2046 BACKGROUND PLUS PROJECT IDENTIFIES THE ROUNDABOUT TO HAVE LOS F WITH NO MITIGATION PROPOSED AS REQUIRED BY THE DESIGN STANDARDS. THIS SHALL BE ADDRESSED TO THE SATISFACTION OF THE ADMINISTRATOR, CITY ATTORNEY, CITY ENGINEER, AND THE PUBLIC WORKS DIRECTOR AS PART OF THE SUBDIVISION IMPROVEMENT PLAN SUBMITTAL. SEE CONDITION OF APPROVAL #30.

IN TABLE 4, THE US-50A AND RED ROCK ROAD NORTHBOUND LEFT IS IDENTIFIED AS HAVING A LEVEL OF SERVICE D WITH NO MITIGATION PROPOSED AS REQUIRED BY THE DESIGN STANDARDS. THIS SHALL BE ADDRESSED TO THE SATISFACTION OF THE ADMINISTRATOR, CITY ATTORNEY, CITY ENGINEER, AND THE PUBLIC WORKS DIRECTOR AS PART OF THE SUBDIVISION IMPROVEMENT PLAN SUBMITTAL. THIS CONDITION WORKS IN CONJUNCTION WITH CONDITION #26.

THE 2046 TRAFFIC VOLUMES SHALL INCLUDE ESTIMATED TRAFFIC VOLUMES FOR OTHER ENTITLEMENTS IN THE AREA THAT IMPACT THE SUBJECT INTERSECTIONS. THIS SHALL BE ADDRESSED TO THE SATISFACTION OF THE ADMINISTRATOR, CITY ATTORNEY, CITY ENGINEER, AND THE PUBLIC WORKS DIRECTOR AS PART OF THE SUBDIVISION IMPROVEMENT PLAN SUBMITTAL.

29. COMPLIANCE WITH TRAFFIC STUDY:

THE DEVELOPER SHALL COMPLY WITH ALL NDOT STANDARDS AND SPECIFIC RECOMMENDED IMPROVEMENTS OUTLINED IN THE TRAFFIC STUDY APPROVED BY NDOT. THESE IMPROVEMENTS INCLUDE:

- A. CONSTRUCT A TYPE 5, $\frac{3}{4}$ PROJECT ACCESS (RIGHT-IN/RIGHT-OUT/LEFT-IN) ON FARM DISTRICT ROAD.
- B. CONSTRUCT A LEFT-TURN DECELERATION LANE AT THE FARM DISTRICT ROAD AND YORI WAY PROJECT ACCESS PER NDOT'S ACCESS MANAGEMENT SYSTEM AND STANDARDS (AMSS).
- C. CONSTRUCT SIGNAGE AND STRIPING FOR IMPROVEMENTS PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND NDOT STANDARDS.

30. FARM DISTRICT ROAD:

FARM DISTRICT ROAD SHALL BE WIDENED ALONG THE ENTIRE FRONTAGE OF THE PROJECT REGARDLESS OF WHETHER NDOT RESTRICTS TURNING MOVEMENTS AT THE YORI/FARM DISTRICT ROAD INTERSECTION.

THE DEVELOPER SHALL COORDINATE WITH THE CITY REGARDING PAYMENT IN LIEU OF INSTALLATION OF A CROSS WALK AND RAPID FLASHING BEACON AT THE INTERSECTION OF RED ROCK ROAD AND FARM DISTRICT ROAD.

DIRECTIONAL PEDESTRIAN RAMPS SHALL BE INSTALLED AT THE NORTHEAST CORNER OF THE INTERSECTION FOR A FUTURE RED ROCK ROAD AND FARM DISTRICT ROAD CROSSWALK.

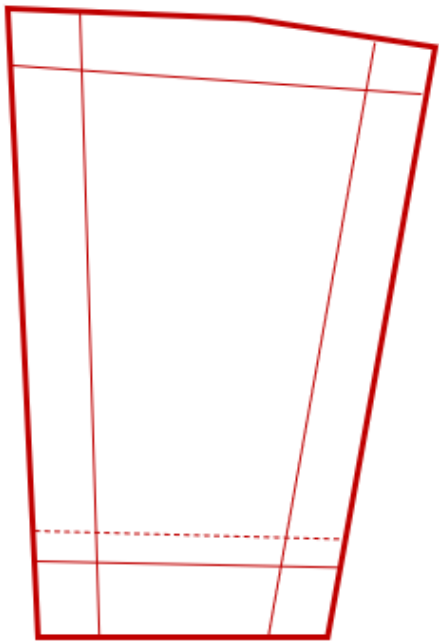
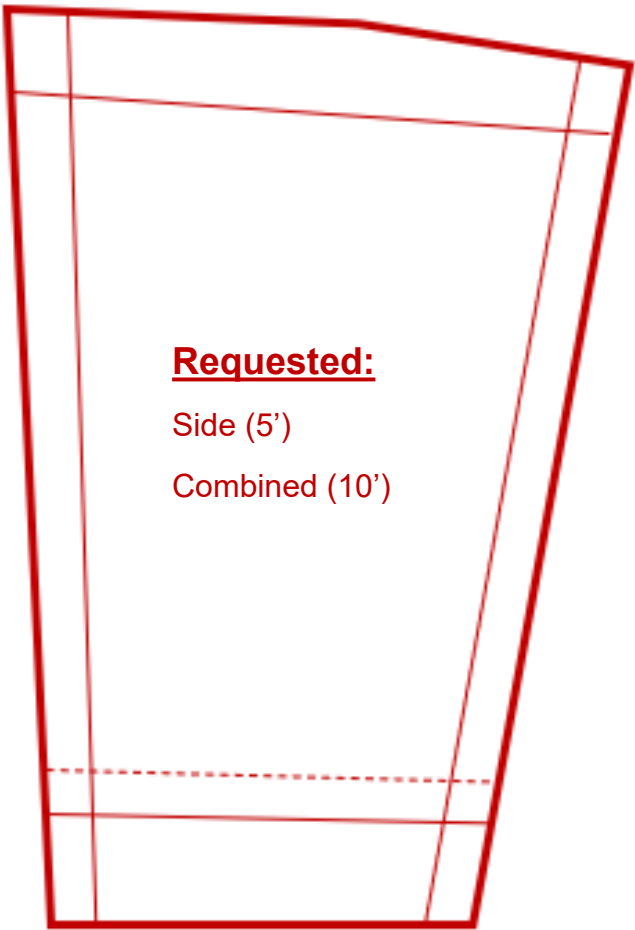
A MINIMUM OF THREE PEDESTRIAN RAMPS SHALL BE PROVIDED AT ALL "T" INTERSECTIONS, INCLUDING BULBS.

DIRECTIONAL PEDESTRIAN RAMPS SHALL BE PROVIDED ACROSS YORI AT FARM DISTRICT ROAD.

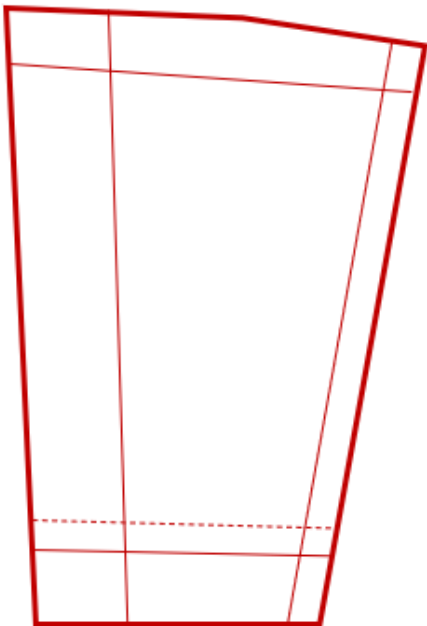
DRAFT

Setback Diagram MJD24001

Dimensional Standards FMC	SF6
Lot size (min) (square feet)	6,000
Lot coverage (max)	50%
Lot frontage (min)	35'
Lot width (min)	60'
Lot width - corner	65'
Front setback (livable space or side load garage)	15'
Front setback (garage/carport)	20'
Side setback	5'
Side setbacks combined	20'
Exterior side setback	10'
Rear setback	10'
Alley loaded garage setback ¹	
Maximum residential density (dwelling units / acre)	7.2
Maximum residential height	35'
Maximum nonresidential height	35'



Standard:
Side (10' x 10')
Side (5' x 15')
Combined (20')



Sec. 32.09.030. - Adjacency standards.

Purpose. The purpose of this section is to define adjacency standards for different types and intensities of development.

(a) *Applicability.* The standards established in this section shall apply to any new development.

Wherever a natural barrier (e.g., ridgeline, river, open space, or natural terrain change) buffers the existing built environment or platted lots from the new development, these standards shall not apply.

(b) *Density.* To the extent that land in such areas affected by this standard would be buildable under federal, state, or local regulations, the full eligible density may be utilized on other locations on the site.

(c) *Generally.*

(1) All development shall be designed to minimize impacts on adjacent properties by:

- a. Limiting exterior lighting to full-cutoff shielded fixtures and directing lights away from adjacent properties;
- b. Limiting sources of audible noise (e.g., heating and air conditioning units) from building facades that face lower intensity uses; and
- c. Locating off-street parking, loading, and service areas away from the shared property and incorporating them into the design of buildings they are intended to serve
- d. Placing windows on the new development so as to maintain privacy by avoiding direct lines of sight into adjacent properties; and
- e. Orienting balconies and other outdoor living spaces away from a shared property line.

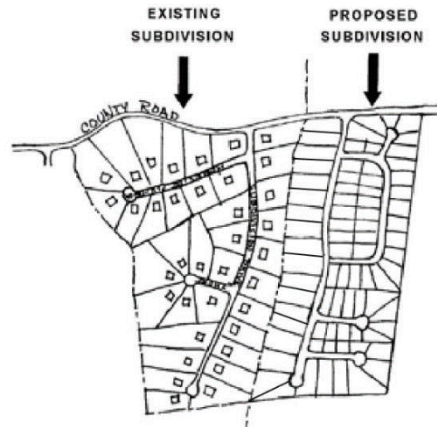
(d) *Lot adjacency and transition standards—Single-family residential.*

(1) To provide adequate transition between varying sizes of single-family residential parcels designated one dwelling unit per five acres to one dwelling unit per acre, the minimum adjacent lot size shall be one acre, unless approved otherwise by the administrator.

(2) To provide adequate transition between varying sizes of single-family residential parcels designated as one unit per acre or greater density, one of the following methods shall be utilized:

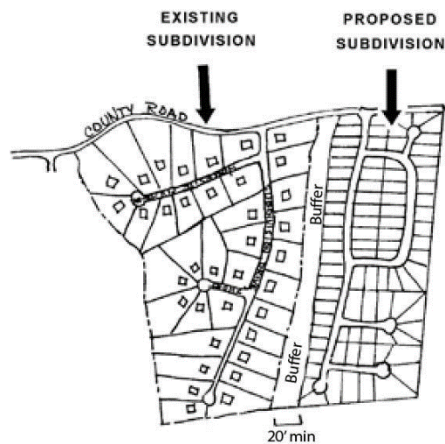
- a. *Transition.* New subdivision lots adjacent to existing subdivision lots shall match the rear yard setbacks per base zoning, not exceed the number of stories of the existing adjacent homes and shall not exceed a 50-percent reduction in lot size of the existing subdivision lots. If existing subdivision lots are less than half acre, no transition is required.

Figure 32.09.030-1 - Lot Size Transition



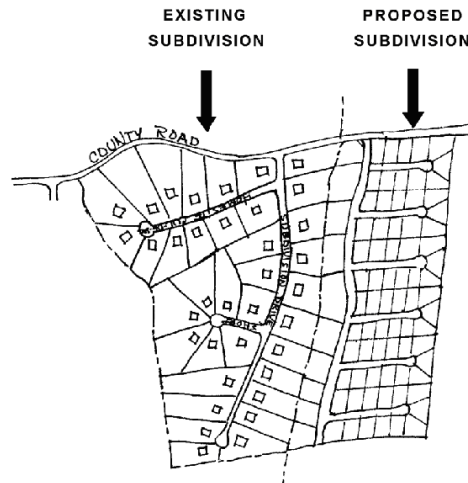
b. *Buffering.* A "buffer zone" shall be established and shall be a minimum of 20 feet wide. The buffer zone may be common open space for the proposed subdivision and shall include at least one of the following improvements: paths, trails, drainageways, landscaping, berms, or other subdivision amenities. The city may require a larger landscape buffer of a specific width, or other visual and/or sound barrier (open view fence, wall, landscaping, or combination of such measures), to mitigate any potential adverse impacts. The city may allow a major roadway or railroad right of way to constitute adequate buffering.

Figure 32.09.030-2 - Buffering



c. *Yard matching.* The rear yard widths of the proposed development shall match the rear yard widths of the existing development as depicted in Figure 32.09.030-3:

Figure 32.09.030-3 - Yard Matching



(3) In addition, lots proposed within a new subdivision that share a common property line with an established subdivision shall not contain structures that exceed the maximum height of the adjacent equivalent zoning district.

Yori Single Family

Application to City of Fernley for a:

***Tentative Subdivision Map,
Zoning Map Amendment,
and Major Deviation***

Prepared by:



John F. Krmpotic, AICP
KLS Planning & Design Group
201 W. Liberty Street, Suite 300
Reno, NV 89501



Michael Vicks, P.E.
Monte Vista Consulting
575 E. Plumb Lane, Suite 101
Reno, NV 89502

Prepared for:

1903 Trust - Lawrence G. Yori, Trustee
3240 Farm District Rd
Fernley, NV 89408

June 18, 2024

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Appendix A

Application Materials

Tentative Subdivision Map Application Checklist
 Major Deviation Application Checklist
 Zoning Map Amendment Application Checklist
 Land Division Application
 Development Application
 Letter of Authorization
 Ownership Affidavit
 Residential Data Sheet
 NRS Time Waiver Agreement
 Fee Schedule
 Street Name Reservation Form
 Legal Description
 Preliminary Title Report
 Property Tax Receipt
 Fiscal Impact Analysis

Appendix B

Civil Reports/Studies

Traffic Study

Preliminary Drainage Report
Preliminary Sanitary Sewer Report
Geotechnical Investigation
Water and Sewer Modelling Application

Civil & Landscape Plan Set (full size sheets – 24" x 36")

C-1 Cover Sheet
C-2 Existing Conditions & Demo Plan
C-3.1 Geometric Site Plan
C-3.2 Geometric Site Plan
C-4.1 Site & Utility Plan
C-4.2 Site & Utility Plan
C-5.1 Grading Plan
C-5.2 Grading Plan
C-5.3 Cross Sections
C-6.0 Drainage Plan

Project Request

This application is for:

- 1) a **Tentative Subdivision Map** for the creation of 158 single-family lots, and
- 2) a **Zoning Map Amendment** from RR-½ to SF-6, and
- 3) a **Major Deviation** to reduce combined side yard setback from 20' to 10'.

Project Location

The site is located on Farm District Road near the intersection with Red Rock Road. The site is on one parcel (APN: 021-343-20) totaling 47.53 acres. The site is currently irrigated alfalfa fields with one single-family residence.

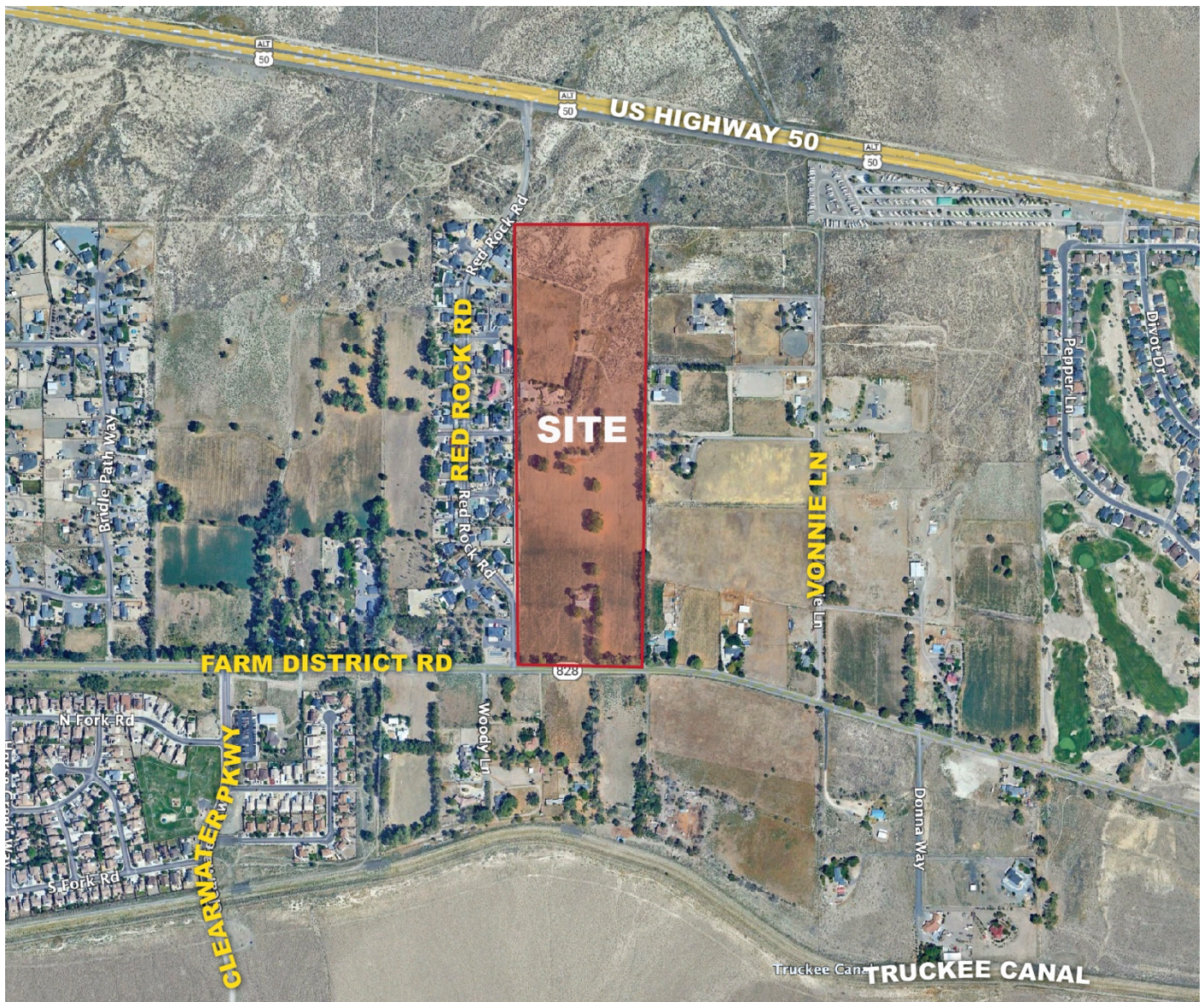


Figure 1 – Vicinity Map

Land Use and Zoning

The site land use is Single Family Residential (SFR). The zoning is currently Rural Residential (RR-½) and proposed Single Family (SF-6), which will guide the development standards of the proposed subdivision. Land use is to remain as existing. (See *Figures 2-4 below*).



Figure 2 – Fernley Master Plan Land Use

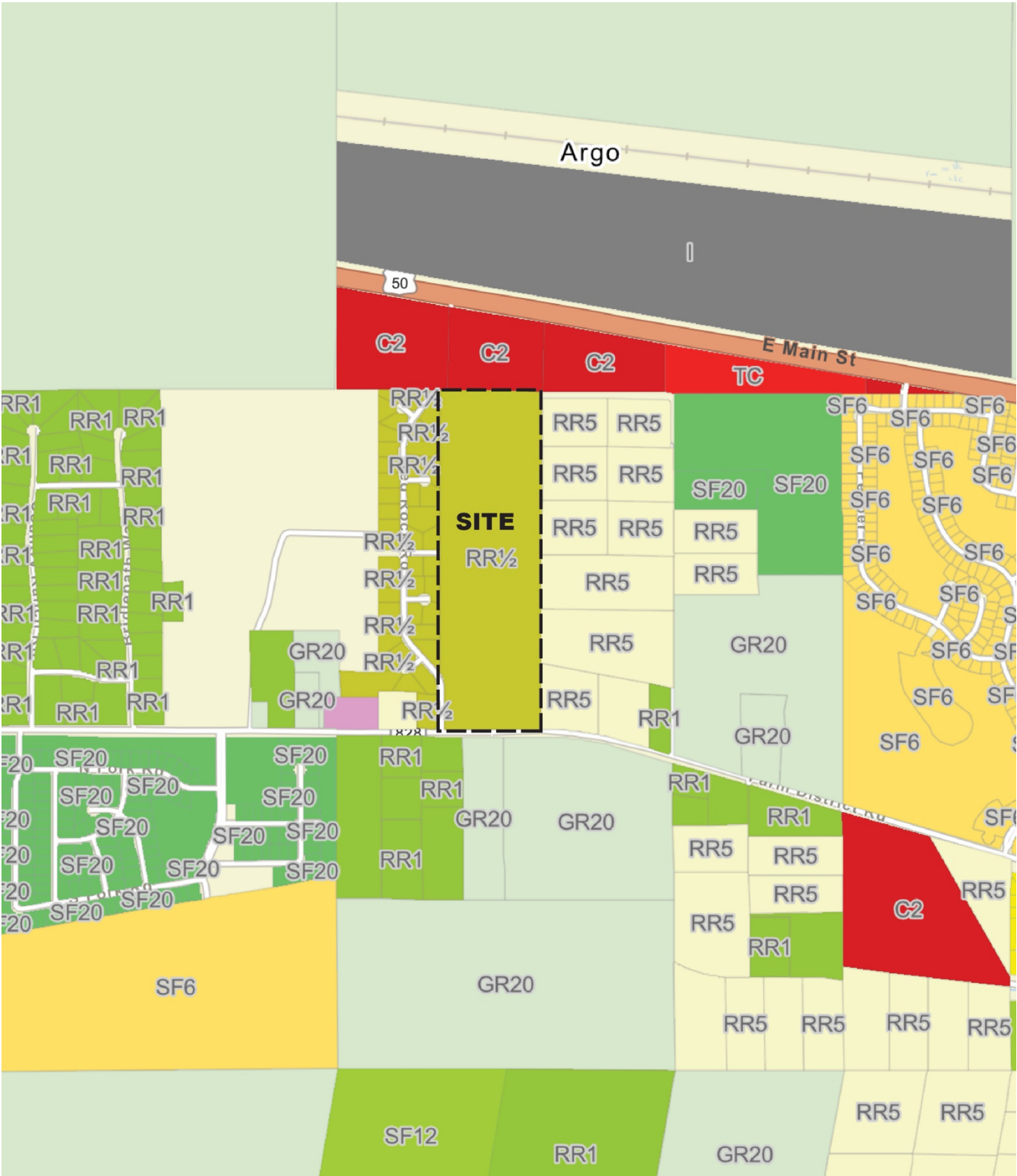


Figure 3 – Existing Zoning Map

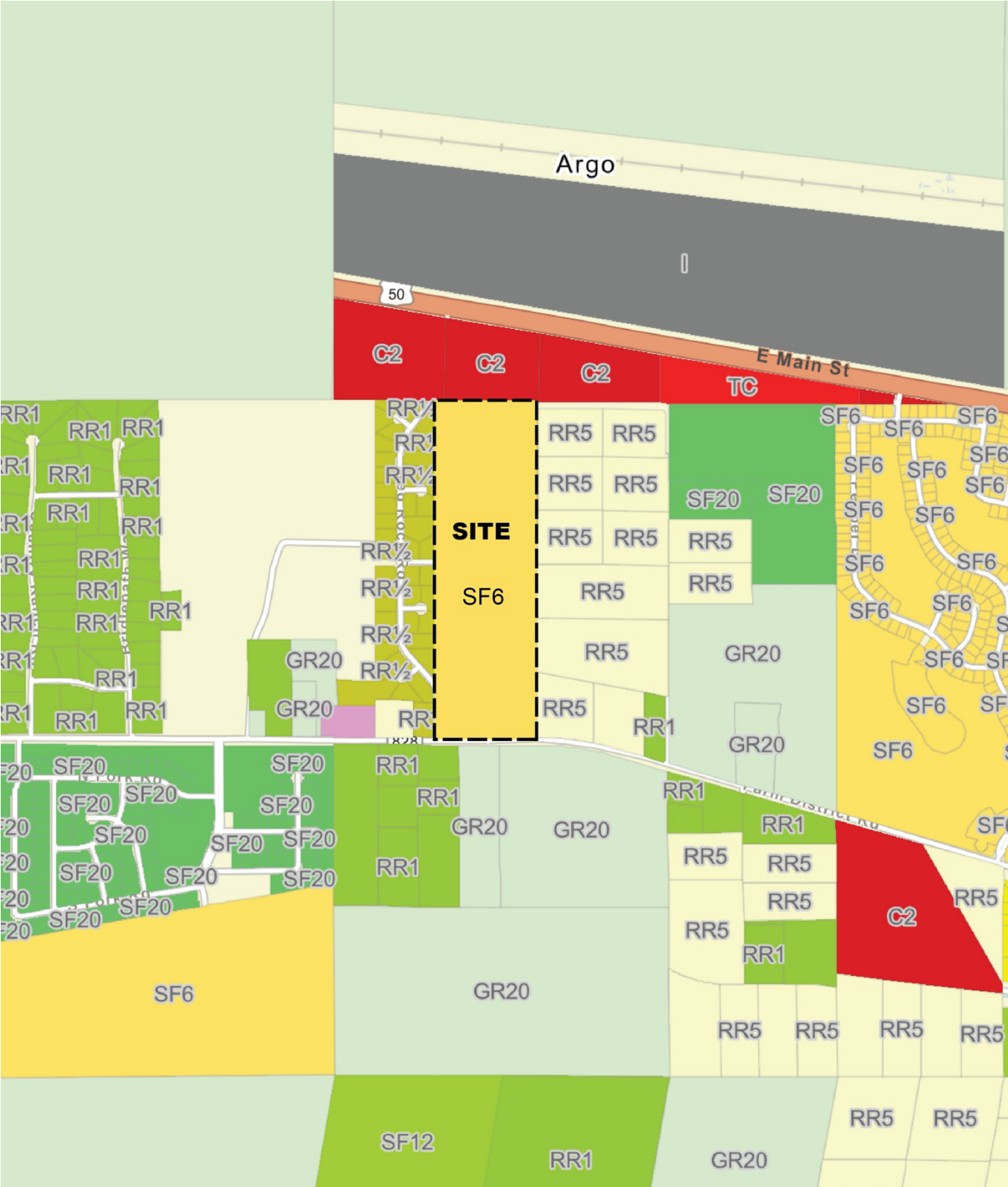


Figure 4 – Proposed Zoning Map

Project Description

The 47.53-acre project area will contain 158 single family lots. See Project Data and Development Standards below.

Project Data

Total Project Area	47.53 ac
Total Lot Area	35.06 ac
Total Common Area	4.05 ac
Total ROW Area	8.41 ac
Total Lots	158
Density	3.3 lots/ac
Zoning (Proposed)	SF-6
Largest Lot Size	0.80 ac
Smallest Lot Size	0.14 ac
Average Lot Size	0.22 ac

Fernley SF-6 Development Standards

Minimum Setbacks	<i>Existing</i>	<i>Proposed</i>
Front (Livable Space or Side Load Garage)	15 Ft	15 Ft
Front (Garage/Carport)	20 Ft	20 Ft
Side	5 Ft	5 Ft
Side Combined	20 Ft	10 Ft
Exterior Side	10 Ft	10 Ft
Rear	10 Ft	10 Ft
Minimum Lot Size	6,000 SF	6,000 SF
Maximum Lot Coverage	50%	50%
Minimum Lot Frontage	35 Ft	35 Ft
Minimum Width	60 Ft	60 Ft
Minimum Lot Width (Corner Lot)	65 Ft	65 Ft
Maximum Density	7.2 DU/Acre	7.2 DU/Acre
Maximum Height (Residential)	35 Ft	35 Ft

Legal Access

There is legal access provided to the property at 4 locations. These locations include a private property connection to adjacent public streets/ right-of-way at the following streets:

- a) Farm District Road (south end)
- b) Red Rock Road (south end near Farm District Road)
- c) Red Rock Road (north end at NW corner of the project)
- d) Quick Cal Way (a stub street on the west side of the project)

The proposed subdivision streets include Yori Way, Quick Cal Way, Cattle Road, and Ziggy Road are all 50' R-O-W public streets that meet the city standard for a local public street. These two streets provide physical street stubs to this phase of the project. These 4 public streets provide proven legal access to this project.

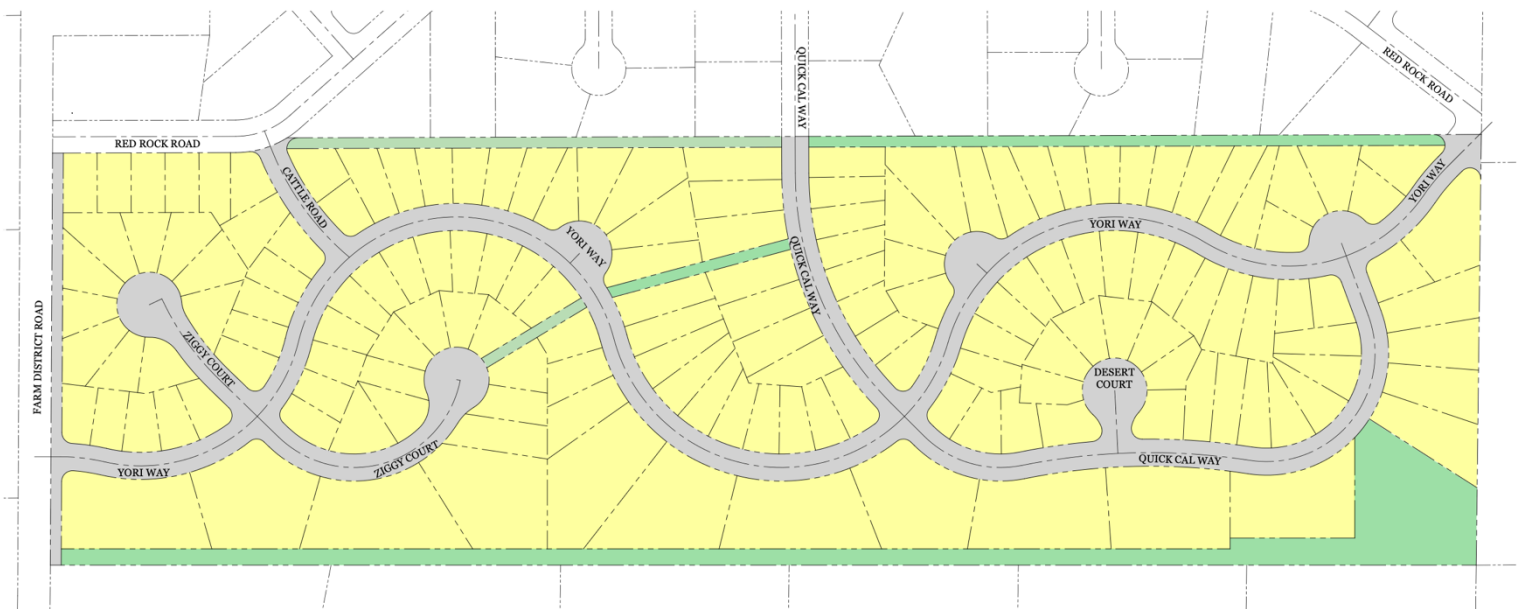


Figure 5 – Site Plan

Master Plan Policy Analysis

Following are the goals and policies from the City of Fernley Master Plan which support the proposed Zoning Map Amendment (per Zoning Map Amendment checklist item 3.d.)

City of Fernley – Comprehensive Master Plan

1. Population & Housing

HP.1.1 GOALS AND ACTION STRATEGIES Enhance Fernley's vitality as a community by providing a variety of housing types, density and costs that accommodate the needs, desires and financial abilities of the current and future households.\

HP.1.1.2 Encourage large-scale housing development that incorporates efficient land use techniques and creates a distinct sense of place and neighborhood diversity.

HP.1.1.4 Encourage the efficient use of land and existing infrastructure by focusing on achieving good design in new housing or redeveloped housing on either vacant land, infill parcels and/or under-developed parcels.

HP.1.2 Encourage housing that supports sustainable development patterns by promoting the efficient use of land, conservation of natural resources, easy access to services and public facilities such as parks, and resource efficient design and construction.

HP.1.3 Strive for viable mixed income neighborhoods throughout Fernley that collectively reflect the diversity of housing types and tenure (rental and ownership).

2. Conservation

C.1.3.7 Maintain coordination of land use planning and capital improvements to insure the most efficient use of the city's sanitary and stormwater run-off facilities.

C.1.4.3 Encourage new public and private development to use water conservation landscaping and fixtures.

3. Land Use

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

LU.1.1.1 Require new development to provide its proportionate share of improvements to avoid a degradation of services for existing residents. This requirement will be applied regardless of project size in order to avoid incremental erosion of services and facilities.

LU.1.1.3 Require new development to provide certified, stamped studies demonstrating the impact proposed development will have on existing infrastructure and to provide improvements and/or funding in lieu of improvements in proportion to the impacts of the proposed projects on the city's roadway, sewer and water systems.

LU.1.4.2 Projects shall be evaluated with the intent to promote land use compatibility; community design measures can increase compatibility among adjoining land uses.

LU.1.4.5 Require development plans to address conditions unique to the developing area and minimize impacts to adjacent properties.

LU.1.5.3 Development on the perimeter of Fernley is appropriate only where orderly extension of existing public services and facilities can occur.

LU.1.6.1 Support for developmental approval of projects that provide an appropriate balance of population.

LU.1.6.2 The land use designations include minimum service standards that shall apply to proposed developments and land use changes.

LU.1.8.1 Encourage flexibility in development proposals in the Farm District Road to vary lot sizes, cluster dwelling units and use innovative approaches to site planning.

LU.1.12.1 Subdivision or intensification of land without adequate public facilities available to serve the new development as it occurs shall not be allowed.

4. Transportation

T.1.2.2 The financial responsibility for providing local internal subdivision roads and collector roads connecting new development to the regional roadway network shall be borne by the development(s).

T.1.3.1 Assure that access to all new individual residential lots and/or units is provided only from collectors or local streets.

T.1.3.4 Require proposed new development that intends to connect with an NDOT roadway to incorporate the NDOT Access Management System and Standards into the project design. These standards regulate access onto the roadway network in order to protect health, safety and welfare of the public, maintain the rights-of-way, and to preserve the functional classification level of the roadway network while meeting the needs of the motoring public.

5. Public Services & facilities

PSF.1.1.4 Areas planned for urban or suburban development (residential densities of one or more dwelling units per acre or comparable non-residential development will be served by a community water supply system consistent with adopted policies in the Land Use Chapter of the Fernley Comprehensive Master Plan.

PSF.2.1.3 Sewer costs directly attributable to new development shall be paid for by the new development. The cost of providing service shall include the cost of extending service lines or other necessary facilities to the individual project site.

PSF.3.3.1 Coordinate the provision of public services with growth and development in Fernley.

PSF.3.9.1 Increase security through project planning requirements.

PSF.3.10.4 Require streets to be of high structural quality, sufficient width, and keep maintained to insure access of emergency and service equipment.

PSF.3.11.2 All development in the City (except for residential densities less than one residence per acre) shall be within a 4-7-minute response time of an existing or planned fire station.

Major Deviation Request

Request: We are requesting a Major Deviation for the combined side setback from 20' to 10' which results in 5' minimum setback on each side yard.

Rationale for setback deviation:

We have prepared a “coved” design to enhance the neighborhood and community design as supported by the Fernley Master Plan. This type of design essentially makes every lot a “pie-shaped” lot which creates a pinch-point with a reduced setback (5' minimum per code at a given point) that flares out for every single lot. It appears the code was written for a linear lot and block design with uniform side yard setbacks. The average setback between homes is quite generous and not easily measured with his type of design because of the flares in the lot shape. The only constant for this side yard setback in this design is that it is always changing.

The example in Figure 6 results in a 17.4' average combined side yard setback which is only a 13% deviation of the 20' standard.

There is a common provision in zoning practice to suggest the side combined at 20' is for boat and/or RV storage which is not proposed and not designed and will not be allowed in this community.

Major Deviation Findings

Below is the City of Fernley Municipal Code Section 32.03.090(a)(6) applicable to this Major Deviation request. Comments addressing the code regarding applicability, standards, and findings are written in *italics* below each section.

- a. The request is consistent with the stated purposes of title 32, zoning;

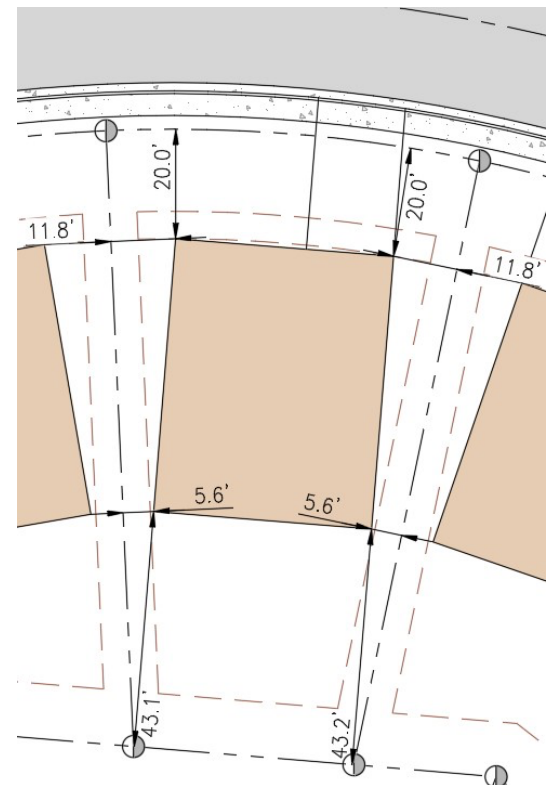


Figure 6 – Setback Diagram

The request is consistent with the stated purpose which is to allow relief and flexibility in the development review process. Generally, it is the intent of the City to allow significant reductions or deviations from the minimum standards of this Code only in exchange for a higher level of quality development and compensating benefits. Further, it meets the required applicability criteria which are: a) Special exceptions greater than ten percent and less than 50 percent from requirements for land use in this title; or b) Special exceptions from development standards that are quantified and, c) It does not authorize a use variance, or a deviation based on hardship or difficulty.

- b. Granting the major deviation will not be materially detrimental to the public health, safety or welfare, or injurious to property or improvements in the vicinity;

It is not conceivable to imagine any detriment to public health, safety or welfare to property or improvements in the vicinity. The code in fact already establishes a 5' side yard setback as a standard. It is a home buyer's choice to buy into this design change that implements 5' on both sides of each house (at a point) because of the pie shaped lots that flare out to make the average combined setback much larger.

- c. Granting the major deviation is necessary for the preservation and enjoyment of a property right possessed by other property owners in the same vicinity and land use district and is denied to the property for which the major deviation is sought; and

It appears the standard is not applicable to other properties in the area. This change brings the SF6 zoning standards more in alignment with all zoning standards working in harmony, i.e. lot size, width, setback, coverage, etc., as all must relate to the specified density which cannot be achieved with this standard. Proposed density with the proposed deviation is only 46% of the maximum allowed in the district. That is, 3.3 du per acre achieved versus 7.2 du per acre allowed.

- d. Granting of the major deviation does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use district in which the property is located.

This is a design change and a design preference that the code does not consider and does not grant a special privilege. Other properties in the area could seek the same relief from the code and standards if such a design concept was considered. It appears that it does not apply to other properties.



Facing east on Farm District Rd



Access from Quick Cal Way



Northern Red Rock Access



Site facing north



Facing west on Farm District Rd



East side facing north

Figure 7 – Site Photos



North end facing south



Red Rock Road

Figure 7 – Site Photos (cont.)

Appendix A

Application Materials

Tentative Subdivision Map Application Checklist
Major Deviation Application Checklist
Zoning Map Amendment Application Checklist
Land Division Application
Development Application
Letter of Authorization
Ownership Affidavit
Residential Data Sheet
NRS Time Waiver Agreement
Fee Schedule
Street Name Reservation Form
Legal Description
Preliminary Title Report
Property Tax Receipt
Fiscal Impact Analysis

TENTATIVE SUBDIVISION MAP

APPLICATION CHECKLIST

City of Fernley, Nevada

The following items shall be submitted as a part of the Tentative Subdivision Map application:

- ☒ 1. **Application Fee:** The application fee is due at the time of the application submittal. See **FEE SCHEDULE** for correct amount. Application fee may be made in the form of a check or money order payable to “City of Fernley” or by e-check (no fee) or by Visa/Mastercard/Discover (4% fee) either remotely or in person.
- ☒ 2. **Proof of Ownership: Must be original signatures or the application may be rejected.** If the person signing the owner’s affidavit is not listed as the property owner in the most recent records of the Lyon County Assessor, proof of ownership acceptable to the administrator must be submitted with the application. If the signer is an agent of the owner, written documentation of that fact acceptable to the administrator must be submitted. If in Corporate ownership, a list of all Corporate Officers must be provided.
- ☒ 3. **Review Packet: 1 (one) digital copy containing the following:**
 - ☒ a. Completed LAND DIVISION APPLICATION form
 - ☒ b. Completed Residential or Non-Residential Project Data Sheet
 - ☒ c. A Tentative Subdivision Map prepared to the attached specifications and in accordance with Development Code Section 32.03.060.
 - ☒ d. Vicinity Map depicting the respective site and including surrounding roadways
 - ☒ e. A copy of a preliminary Title Report, prepared within 30 days of application submittal, which includes the names and addresses of all property owners: a legal description of the property, and a description of all liens, easements, and deed restrictions.
 - ☒ f. Legal Access
 - ☐ g. A letter of approval from the City of Fernley listing all street names shown on the Tentative Subdivision Map
 - ☒ h. Demonstrate that city services can be provided at an acceptable service level.
- ☒ 4. **Technical Analyses (One (1) copy of each):** Items outlined in Appendix A-5 of the City of Fernley’s Development Code in a form consistent with the adopted policies and design manuals.
 - ☒ a. Traffic Study: A complete traffic study as required by the City Engineer.
 - ☒ b. A preliminary hydrology and drainage report prepared by a Nevada registered Civil Engineer addressing the 5-year and 100-year return frequency storms and the 5-year and 100-year flows entering and leaving the site.
 - ☒ c. A preliminary sewer report prepared by a Nevada registered Civil Engineer.
 - ☒ d. A preliminary geotechnical report prepared by an Engineer licensed in the State of Nevada.
 - ☒ e. All projects over 20 acres in size shall demonstrate the project is fiscally positive to the city for a period of at least 20 years.
 - N/A ☐ f. Any other report as may be necessary to enable the approving agency to determine that the application complies with the standards for approval
- ☒ 5. **Original PDF documents of the application, broken down into individual sections, including all documents, maps, plans, and technical analyses, shall be provided on a USB flash drive or alternative method as determined by the Administrator.**

NOTE: Applications filed under Chapter 32.03 of the City of Fernley’s Development Code must include the information required by Appendix A of the development code and is not complete until all required items are submitted. The Planning Department or other reviewing departments or agencies may request that additional application materials be submitted depending on the specific project request. The application materials required above shall serve as the minimum requirements necessary to make application submittal to the City of Fernley Planning Department.

MAJOR DEVIATION

APPLICATION CHECKLIST

City of Fernley, Nevada

The following items shall be submitted as a part of the Major Deviation application:

- ☒ 1. **Application Fee:** The application fee is due at the time of the application submittal. See **FEE SCHEDULE** for correct amount. Application fee may be made in the form of a check or money order payable to “City of Fernley”, by e-check (no fee) or by Visa/Mastercard/Discover (4% fee).
- ☒ 2. **Proof of Ownership:** Must be original signatures or the application may be rejected. If the person signing the owner’s affidavit is not listed as the property owner in the most recent records of the Lyon County Assessor, proof of ownership acceptable to the administrator must be submitted with the application. If the signer is an agent of the owner, written documentation of that fact acceptable to the administrator must be submitted. If in Corporate ownership, a list of all Corporate Officers must be provided.
- ☒ 3. **Review Packet: One (1) digital copy containing the following:**
 - ☒ a. Completed DEVELOPMENT APPLICATION form.
 - ☒ b. NRS Time Waiver Agreement.
 - ☒ c. Completed Residential or Non-Residential Project Data Sheet.
 - ☒ d. A written narrative of:
 - The request of the Major Deviation
 - Explain why the Major Deviation is necessary
 - Explain why other solutions would not work
 - ☒ e. A written narrative addressing the following findings:
 - The request is consistent with the stated purposes of Title 20, Zoning Code;
 - Granting the major deviation will not be materially detrimental to the public health, safety or welfare or injurious to property or improvements in the vicinity;
 - Granting the major deviation is necessary for the preservation and enjoyment of a property right possessed by other property owners in the same vicinity and land use district and is denied to the property for which the major deviation is sought; and
 - Granting of the major deviation does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use districts in which the property is located.
 - ☒ f. Site Plan.
 - ☒ g. Landscape Plans (color preferred) and Parking Plans, if applicable.
 - N/A ☐ h. Full Size Building Elevations, if applicable.
 - N/A ☐ i. Floor Plan, if applicable.
 - ☒ j. Vicinity Map depicting the respective site including surrounding roadways.
 - ☒ k. Property Tax Receipt.
 - ☒ l. Miscellaneous, as requested, and all required items as outlined in Appendix A of the City of Fernley’s Development Code.
- ☒ 4. **Original PDF documents of the application, broken down into individual sections, including all documents, maps, plans, and technical analyses, shall be provided on a USB flash drive or alternative method as determined by the Administrator.**

NOTE: Applications filed under Chapter 32.03 of the City of Fernley’s Development Code must include the information required by Appendix A of the same code and is not complete until all required items are submitted. The Planning Department or other reviewing departments or agencies may request that additional application materials be submitted depending on the specific project request. The application materials required above shall serve as the minimum requirements necessary to make application submittal to the City of Fernley Planning Department.

ZONING MAP AMENDMENT

APPLICATION CHECKLIST

City of Fernley, Nevada

The following items shall be submitted as a part of the Zoning Map Amendment application:

- ☒ 1. **Application Fee:** The application fee is due at the time of the application submittal. See **FEE SCHEDULE** for correct amount. Application fee may be made in the form of a check or money order payable to “City of Fernley”, by e-check (no fee) or by Visa/Mastercard/Discover (4% fee).
- ☒ 2. **Proof of Ownership:** Must be original signatures or the application may be rejected. If the person signing the owner’s affidavit is not listed as the property owner in the most recent records of the Lyon County Assessor, proof of ownership acceptable to the administrator must be submitted with the application. If the signer is an agent of the owner, written documentation of that fact acceptable to the administrator must be submitted. If in Corporate ownership, a list of all Corporate Officers must be provided.
- ☒ 3. **Review Packet: One (1) digital copy containing the following:**
 - ☒ a. Completed DEVELOPMENT APPLICATION form.
 - ☒ b. NRS Time Waiver Agreement.
 - ☒ c. A written description of the Zoning Map Amendment request.
 - ☒ d. A list of the goals and policies from the City of Fernley Master Plan which support the proposed Zoning Map Amendment.
 - ☒ e. Vicinity Map depicting the existing and proposed zoning designation of the respective site including surrounding roadways and the zoning designations of the surrounding properties the respective site and including surrounding roadways.
 - ☒ f. A wet stamped legal description and boundary map of the subject property (8½” x 11” with 1” margins).
 - ☒ g. Please include a dimensioned site plan, pictures of existing buildings, and any additional information that would be helpful to illustrate the existing use of the site. All plans shall be drawn to standard architectural or engineering scale and shall include a north arrow.
 - ☒ h. Property Tax Receipt.
 - ☒ i. Miscellaneous, as requested, and all required items as outlined in Appendix A of the City of Fernley’s Development Code.
- ☒ 4. **Original PDF documents of the application, broken down into individual sections, including all documents, maps, plans, and technical analyses, shall be provided on a USB flash drive or alternative method as determined by the Administrator.**

NOTE: Applications filed under Chapter 32.03 of the City of Fernley’s Development Code must include the information required by Appendix A of the same code and is not complete until all required items are submitted. The Planning Department or other reviewing departments or agencies may request that additional application materials be submitted depending on the specific project request. The application materials required above shall serve as the minimum requirements necessary to make application submittal to the City of Fernley Planning Department.

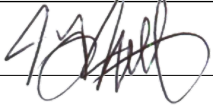


Planning Department
595 Silver Lace Blvd, Fernley, NV 89408
Land Division Application

APPLICATIONS, PLANS, AND/OR SUPPORTING DOCUMENTATION THAT ARE INCOMPLETE OR ILLEGIBLE WILL NOT BE ACCEPTED.

Please complete all sections that apply to you and/or your project. Various applications are only accepted on the application deadline dates. Please call before you submit to verify that someone will be available to assist you at (775) 784-9810.

☒ TENTATIVE PARCEL MAP(TPM)	☐ REVERSION TO ACREAGE(RTA)
☐ FINAL PARCEL MAP(FPM)	☐ TYPE I VACATIONS(T1V)
☐ TENTATIVE SUBDIVISION MAP(TSM)	☐ TYPE II VACATIONS(T2V)
☐ FINAL SUBDIVISION MAP(FSM)	☐ TENTATIVE DIVISION OF LAND INTO LARGE PARCELS (TDLLP)
☐ BOUNDARY LINE ADJUSTMENT(BLA)	☐ FINAL DIVISION OF LAND INTO LARGE PARCELS (FDLLP)

John Krmpotic		Signature 		Yes
Applicant's Name				
Company Name: KLS Planning & Design				
Address: 201 W Liberty Street, Suite 300				
City: Reno	State: NV	Zip Code: 89501	Email: Johnk@Klsdesigngroup.com	
Phone No.: 775-857-7710	Cell No.: 775-857-7710	Fax No.: None		

1903 Trust - Lawrence G Yori, Trustee				yes
Property Owners Name				Primary Contact?
Company Name: None				
Address: 3240 Farm District Road				
City: Fernley	State: NV	Zip Code 89408	Email: lyori@att.net	
Phone No.: 775-575-4094	Cell No.: 775- 750-9339	Fax No.: None		

Engineer / Representative				Primary Contact?
Company Name: Monte Vista Consulting- Mike Vicks				
Address: 575 E. Plumb Lane, Suite 101				
City: Reno	State: NV	Zip Code 89502	Email: mike@montevistaconsulting.com	
Phone No.: 775-636-7905	Cell No.: 775-848-5787	Fax No.: N/A		

Brief Project Type/Description (Attach Detailed Project Type / Description):

This is a 158 Lot SF project located on Farm District road with a proposed density of 3.3 du per acre and an average lot size of 9,660 SF

Subdivision/Project Name And/Or Phase: Yori Single Family			
Project Location (Street Address): 3240 Farm District Road			
Assessor's Parcel Number(s): 021-343-20			
Current Zoning: RR .5 acre	Comprehensive Plan Land Use Designation		Single Family Res
Total Project Acreage: 47.53	% Commercial: 0.00	CITY UTILITIES	
Number of Parcels Proposed: 158	% Open Space: 8.5 percent	Water:	Sewer
		☐ Currently Served ☒ Proposed	☐ Currently Served ☒ Proposed
Previous Applications For This Site? ☐ Yes ☒ No			
List Previous Application No(s) And Names: None that we are aware of			

1998 Flood Zone Designation: ☐ A ☐ AE ☐ AH ☐ AO ☐ A99 ☐ X ☐ D	FEMA Map No.: Incl. Photocopy
--	-------------------------------

Office Use Only			
Application Filing Date:	Development Review:	Application Fee:	
Application No.:	☐ Yes ☐ No	Outsource Fee:	
Application Intake By:	Date:	Noticing Fee:	
Planner:	Time:	Total Due:	



Planning Department
595 Silver Lace Blvd, Fernley, NV 89408
Development Application

APPLICATIONS, PLANS, AND/OR SUPPORTING DOCUMENTATION THAT ARE INCOMPLETE OR ILLEGIBLE WILL NOT BE ACCEPTED.

Please complete all sections that apply to you and/or your project. Various applications are only accepted on the application deadline dates. Please call before you submit to verify that someone will be available to assist you at (775) 784-9810.

☐ ADMINISTRATIVE REVIEW(AR)	☐ APPEAL (APP)
☐ ANNEXATION(ANX)	☐ PLANNED DEVELOPMENT (PD)
☐ CONDITIONAL USE PERMIT(CUP)	☐ DEVELOPMENT AGREEMENT (DA)
☒ MAJOR DEVIATION(MJD)	☐ TEMPORARY USE PERMIT(TUP)
☐ MASTER PLAN AMENDMENT.....(MPA)	☐ VARIANCE(VAR)
☐ MINOR DEVIATION(MND)	☐ REASONABLE ACCOMMODATION(RAD)
☒ ZONING MAP AMENDMENT.....(ZMA)	☐ OTHER: _____

John Krmpotic				yes
Applicant's Name		Signature		Primary Contact?
Company Name: KLS Planning & Design				
Address: 201 W Liberty Street, Suite 300				
City: Reno	State: Nv	Zip Code: 89501	Email: johnk@klsdesigngroup.com	
Phone No.: 775-857-7710	Cell No.: 775-857-7710	Fax No.: N/A		

The 1903 Trust - Lawrence G Yori, Trustee				yes
Property Owners Name				Primary Contact?
Company Name: None				
Address: 3240 Farm District Road				
City: Fernley	State: Nv	Zip Code 89408	Email: Lyori@att.net	
Phone No.: 775-575-4094	Cell No.: 775-750-9339	Fax No.: None		

Mike Vicks				yes
Engineer / Representative				Primary Contact?
Company Name: Monte Vista Consulting				
Address: 575 E Plumb Lane, Suite 101				
City: Reno	State: NV	Zip Code 89502	Email: mike@montevistaconsulting.com	
Phone No.: 775-636-7905	Cell No.: 775-848-5787	Fax No.: N/A		

Brief Project Type/Description (Attach Detailed Project Type / Description):
158 lot single family project on Farm District Road with proposed zoning of SF-6 and a proposed density of 3.3 du per acre and an average lot size of 9,660 s.f.

Subdivision/Project Name And/Or Phase: Yori Single Family

Project Location (Street Address): 3240 Farm District Road

Assessor's Parcel Number(s): 021-343-20

Current Zoning: RR .5 acre	Comprehensive Plan Land Use Designation		Single Family Res
Total Project Acreage: 47.52	% Commercial: 0.00	CITY UTILITIES	
Number of Parcels Proposed: 158	% Open Space: 8.5	Water:	Sewer
		☐ Currently Served ☒ Proposed	☐ Currently Served ☒ Proposed

Previous Applications For This Site? ☐ Yes ☒ No
List Previous Application No(s) And Names: None known

2009 Flood Zone Designation: ☐ A ☐ AE ☐ AH ☐ AO	FEMA Map No.:	
Application Filing Date:	Office Use Only	Application Fee:
Application No.:	Development Review Meeting	Outsource Fee:
Application Intake By:	Date:	Noticing Fee:
Planner:	Time:	Total Due:

LETTER OF AUTHORIZATION

This letter shall serve to notify and verify the I/we am/are the legal owner(s) of the property being considered under this application and do hereby authorize the above representative to file and represent my/our interest in this application.

I/we am/are the legal owner(s) of said property; have read the foregoing "Letter of Authorization" and know the contents thereof; and so hereby certify (or declare) under penalty of perjury under the laws of the State of Nevada that the information contained in this application is true and correct.

OWNER(S) OF RECORD: *(Include all signatures-provide extra sheets if necessary)*

1903 Trust- Lawrence G Yori, Trustee

(Print Name)

(Signature)

5-14-24

(Date)

(Print Name)

(Signature)

(Date)

I certify under penalty of perjury that I am the applicant and that the foregoing statements and answers contained herein and the information herein submitted, are in all respects true and correct. I grant permission to City staff and officials to enter the property to conduct inspections/site visits necessary for the review of the project. I also certify that all plans and submittal requirements are in accordance with the Nevada Revised Statutes and City Code, have been drawn to a standard engineering scale (e.g. 1"=20', 1"=50', 1"=100') or architectural scale (e.g. 1/4"=1', 1/8"=1') that is appropriate to the project size, and clearly define and identify all of the required information.

APPLICANT:

1903 Trust - Lawrence G Yori, Trustee

(Print Name)

(Signature)

5-14-24

(Date)

APPLICANT'S ENGINEER/REPRESENTATIVE:

KLS Planning & Design, John Krmpotic

(Print Name)

(Signature)

5-14-24

(Date)

City of Fernley Development Code, Section 32.03.030, Common Review Procedures: The City will not process incomplete applications. Review for completeness of application forms is solely to determine whether preliminary information required for submission with the application is sufficient to allow further processing. A determination of completeness shall not constitute a decision as to whether an application complies with the City's Development Code.

Note: Development review meetings are preliminary nature and comments expressed by staff should not be construed as being Conditions of Approval for any project application.

STATE OF Nevada

: SS

COUNTY OF Lyon

AFFIDAVIT OF OWNERSHIP

I, Lawrence G Yori, being duly sworn, depose and say:

1. That I am (a) the owner of record, or (b) an authorized agent acting in my capacity as Trustee of The 1903 Trust, the owner of record, (hereinafter "Owner") of that certain real property identified as Lyon County Assessor's Parcel No. 021-343-20 (hereinafter "Property");

2. That Owner intends to develop the Property or is currently investigating the Property for potential development;

3. That Owner hereby authorizes and appoints Monte Vista Consulting, Ltd. (hereinafter "Representative:") to assist Owner in its investigation and/or development of the Property;

4. That Owner hereby authorizes City of Fernley (hereinafter "COF") to discuss water service relating to the Property with Representative, to accept information relating to Owner and the Property with Representative, and to treat Representative as the Owner of the Property for all purposes relating to the application for water service for the Property; and

5. That Owner acknowledges that any and all contractual agreements for water service and/or necessary grants of easements must be executed by Owner and not Representative, unless COF is provided with an acceptable Special Power of Attorney.

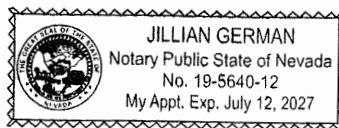
Dated this 14th day of May, 2024.

OWNER:

By: [Signature]

Subscribed and Sworn to this 14 day
Of May, 2024.

Jillian German
Notary Public



RESIDENTIAL PROJECT DATA SHEET

City of Fernley, Nevada

1. Number of Dwelling Units

Single Family Detached 158
Duplexes 0
Multi-Family Attached 0
Single Family Attached 0
TOTAL 47.53 Ac. 100 %

3. Gross Density

158 / 47.53 = 3.3

Total # of Dwelling Units Total Area in Acres Gross Density (DU/AC)

5. Estimated Sewage to be Generated

163,530 GPD
(Attach Calculations)

7. Flood Hazard

Portion of site subject to inundation
By 100 year flood:

0 Ac. 0 %

9. Lot Sizes

6,000 Sq. Ft. minimum (corner)
6,000 Sq. Ft. minimum (interior)
34,670 Sq. Ft. maximum
9,667 Sq. Ft. average

11. Portion of Site within the Following Slope Categories:

0% - 10% 38.5 Ac. 81 %
10% + 9.03 Ac. 19 %

13. Maximum Building Height

35 Feet 2 Stories

15. Single Family & Two-Family Parking

Garage 2 Spaces/Unit
Carport 0 Spaces/Unit
Open 0 Spaces/Unit
Total 2 Spaces/Unit

2. Site Area Breakdown

Lots or Buildings 35.06 Ac. 73.8 %
Public Right-of-Way 8.41 Ac. 17.7 %
Common Area 4.05 Ac. 8.5 %

4. Schools Serving Project

Elementary School East Valley Elementary
Middle School Silverland Middle School
High School Fernley High

6. Traffic

Average Daily Trips 0 Trips
Peak Hour Trips 0 Trips
(Attach Calculations)

8. Estimated Water Demand (Attach Calculations)

Domestic TBD AFY
Irrigation TBD AFY
TOTAL TBD AFY
Source of water supply: City of Fernley

10. Minimum Building Setbacks

15 Feet (Front Property Line to Dwelling)
20 Feet (Front Property Line to Garage)
10 Feet (Exterior Side Property Line to Dwelling)
5 Feet (Interior Side Property Line to Dwelling)
10 Feet (Rear Property Line to Dwelling)

12. Unit Sizes

TBD Sq. Ft. 0 Bedrooms
0 Sq. Ft. 0 Bedrooms
0 Sq. Ft. 0 Bedrooms
0 Sq. Ft. 0 Bedrooms
0 Sq. Ft. 0 Bedrooms

14. Coverage of Lot by Structure

Maximum 50 %

16. Multi-Family Parking

Units 0 x 2.0 = 0 Spaces
Covered Spaces 0 Units x 1.0 = 0 Spaces
Guest Parking 0 Units x 0.25 = 0 Spaces
Total Required = 0 Spaces
Total Provided = 0 Spaces



Planning Department

Permits
Planning
Development Review
Sustainability

NRS 278 TIME WAIVER AGREEMENT

Please choose one of the options below.

Option 1:

I, the property owner or representative for the application(s) referenced below, **agree** to waive any mandatory timelines outlined in Chapter 278 of the NRS. In exchange, the City of Fernley agrees to process the application(s) as quickly as is possible with limited staff, outside consultant delays, and a large number of projects.

John Krmpotic, agent for owner

Owner/Representative Printed Name

Owner/Representative Signature

5-14-24

Date

Option 2:

I, the property owner or representative for the application(s) referenced below, **do not agree** to waive any mandatory timelines outlined in Chapter 278 of the NRS. I understand that this may result in a negative outcome due to the inability to fully review the project due to limited staff, outside consultant delays, and a large number of projects.

Owner/Representative Printed Name

Owner/Representative Signature

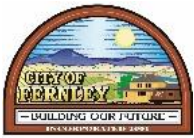
Date

Application #(s) _____

Date of Submittal _____

CITY OF FERNLEY
DEVELOPMENT SERVICES FEE SCHEDULE
 Fee Schedule - Effective December 1, 2023
 Planning Land Division Mapping Fees

Fee Description	Application Fee	Surveyor Fee	Noticing Fee	Total (due at time of application)
Planning Fees				
Administrative Review	\$2,350			\$2,350
Annexation	\$4,000	\$1,600	\$300	\$5,900
Appeal	\$750			\$750
Area Plan (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Building Permit Plan Check - Planning	40% of Permit Fee			40% of Permit Fee
Residential Repeats	\$100			\$100
Sign Permit Review	\$75			\$75
Conditional Use Permit	\$3,600		\$300	\$3,900
Continuance	50% of filing fee			50% of filing fee
Development Agreement	\$3,500		\$300	\$3,800
Major Deviation	\$1,750		\$300	\$2,050
Master Plan Amendment (map or text)	\$3,500		\$300	\$3,800
Minor Deviation	\$150			\$150
Planned Development (deposit credited toward actual staff time)	\$5,000		\$300	\$5,300
Temporary Sign Permit	\$35			\$35
Temporary Use Permit	\$100			\$100
Variance	\$1,750		\$300	\$2,050
Zoning Map Amendment	\$600		\$300	\$900
Zoning Verification Letter	\$150			\$150
Land Division/Mapping Fees				
Abandonment (Vacations)	\$1,500	\$1,450		\$2,950
Amended Map		\$1,450		\$1,450
Boundary Line Adjustment	\$700	\$2,100		\$2,800
Certificate of Amendment	\$250	\$850		\$1,100
Division of Land into Large Parcels, Final	\$600	\$2,100		\$2,700
Division of Land into Large Parcels, Tentative	\$800			\$800
Extension of Time	\$775			\$775
Parcel Map, Final	\$1,000	\$2,100		\$3,100
Parcel Map, Tentative	\$2,050 + \$200/lot			\$2,050 + \$200/lot
Reversion to Acreage	\$1,400	\$1,300		\$2,700
Roadway Dedication	\$1,500	\$1,450		\$2,950
Subdivision Map, Tentative	\$8,000 + \$60/lot for > 100 lots			\$8,000 + \$60/lot for > 100 lots
Subdivision Map, Final (Does not include final improvement plan review)	\$1,650	\$2,600 + \$20/lot		\$4,250 + \$20/lot



Street Name Reservation Form

Request to Reserve New Street Name/Change Existing Street Name

Project Information		
Project Name: Yori Single Family		
Project Street Address: 3940 Farm District Road		
Community:		Section(s)/Township/Range:
Assessor's Parcel Number(s)	Assessor's Parcel Number(s)	Assessor's Parcel Number(s)
021-343-20		
Street Name Request		
☒ Request to Reserve New Street Name(s)		☐ Request to Change a Street Name(s)
Current Street/Road Name(s):		
Requested Street/Road Name(s) <i>(List in alphabetical order and attach additional sheets if needed)</i>		
Cattle Road		
Desert Court		
Quick Cal Wav		
Yori Wav		
Ziaqv Court		
<i>If final recordation has not occurred within four (4) years, it is necessary to submit a written request for extension of the street name reservation(s) prior to the expiration date of the original approval request.</i>		
Required Attachment: Applicants must provide & attach a 11" x 17" detailed drawing of the placement of the requested proposed street names and show how it will connect into the City of Fernley transportation network. The drawings must include truth north, street names as well as cross streets, locations of stop signs & proposed dimension sizes for commercial or residential lots.		
Applicant's Information		
Applicant/Developer		Professional Consultant/Representative
Name: John Krmpotic		Name: Monte Vista Consulting - Michael Vicks
Address: 201 W Liberty Street, Suite 300		Address: 575 E Plumb Ln, Suite 101
City: Reno	State: NV Zip: 890501	City: Reno State: NV Zip: 890502
Phone: 775-857-7710		Phone: 775-636-7905
Cell: 775-857-7710 Contact:		Cell: 775-848-5787 Contact:
Email: johnk@klsdesignngroup.com		Email: johnk@klsdesignngroup.com

By signature below, I hereby acknowledge the above terms and conditions.

Signature:

Signature:

Date:

Date:

For Official Use Only

City Department Review

						Initials	Date
☐	Approved	☐	Approved except where noted	☐	Denied	GIS	
☐	Approved	☐	Approved except where noted	☐	Denied	Engineering Department	
☐	Approved	☐	Approved except where noted	☐	Denied	Planning Department	
☐	Approved	☐	Approved except where noted	☐	Denied	Lyon County Sheriff's Dispatch	
☐	Approved	☐	Approved except where noted	☐	Denied	North Lyon County Fire District	
☐	Approved	☐	Approved except where notes	☐	Denied	Fernley Post Office - Postmaster	

Street Name Requirements

Street names and suffixes shall be designated by the developer, subject to the approval of the City of Fernley, in accordance with the following general policy and shall:

- a. Be short (under twelve letters, if possible) and preferably in one word.
- b. Have a simple spelling and easy pronunciation.
- c. Avoid prefixes such as north and south, east, and west, upper, and lower, etc.
- d. Be related to the type and importance of the street. (The suffix boulevard should not be attached to the name of a minor residential street.)
- e. Avoid the use of numbers or letters as street names.
- f. Not be incongruous, offensive, or geographically misleading.
- g. Not be repetitive or similar in sound and character to streets already in existence in the City of Fernley.
- h. Have a single name for a street having a continuous alignment.
- i. When to be connected in the future into a continuous alignment or extended, bear the same name as the existing street.
- j. Have a metal street sign to be erected as specified in the "Standard Details for Public Works Construction, detail # 156 and 160" on at least one corner of every intersection and shall identify each street name.

LEGAL DESCRIPTION

PARCEL 2(ADJUSTED)

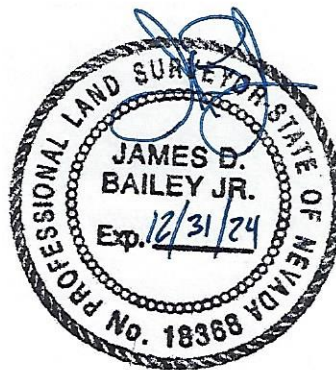
ALL THAT CERTAIN REAL PROPERTY BEING ALL OF THE YORI PARCEL AS SHOWN ON THE RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT FILE No. 90732 AND A PORTION OF THE GALLAWAY PARCEL AS SHOWN ON PARCEL MAP FILE No. 31048 OF LYON COUNTY RECORDS, LYING IN A PORTION OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 20 NORTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID YORI PARCEL , THENCE FROM SAID POINT OF BEGINNING AND ALONG THE EASTERLY LINE OF SAID YORI PARCEL , SOUTH $0^{\circ}02'41''$ WEST A DISTANCE OF 2630.77 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF FARM DISTRICT ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY NORTH $89^{\circ}38'59''$ WEST A DISTANCE OF 759.64 FEET ; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY NORTH $0^{\circ}07'03''$ WEST A DISTANCE OF 338.06 FEET TO BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS, SOUTH $89^{\circ}52'57''$ WEST, HAVING A RADIUS OF 180.00 FEET , SUBTENDED BY A CENTRAL ANGLE OF $31^{\circ}47'18''$ THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 99.87 FEET, HAVING A CHORD OF NORTH $16^{\circ}00'42''$ WEST AND A DISTANCE OF 98.59 FEET; THENCE LEAVING SAID CURVE NORTH $0^{\circ}07'03''$ WEST A DISTANCE OF 2203.35 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE AFORMENTIONED SECTION 22; THENCE ALONG SAID NORTH LINE SOUTH $89^{\circ}16'32''$ EAST A DISTANCE OF 794.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 47.53 ACRES MORE OR LESS.

Per NRS 111.312, this legal description was previously recorded at Document No.315965, on March 17, 2004, Official Records of Lyon County, Nevada.

James D. Bailey, Jr.
P.L.S. 18368
MERIDIAN SURVEYING & MAPPING, INC.
8725 TECHNOLOGY WAY, STE. C2
RENO, NV. 89521



5/14/2024

PRELIMINARY REPORT FORM

Issued By:



Prelim Number:

TTR2401199-CD
Update First

In response to the application for a policy of title insurance referenced herein, **Chicago Title Insurance Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

A handwritten signature in black ink, appearing to read 'Michael J. Nolan'.

Michael J. Nolan, President

Attest:

A handwritten signature in black ink, appearing to read 'Marjorie Nemzura'.

Marjorie Nemzura, Secretary

Countersigned By:

A handwritten signature in black ink, appearing to read 'Shelly Saltz'.

Shelly Saltz, Title Officer
Authorized Officer or Agent



SCHEDULE A

Proposed Buyer:

Proposed Lender: **CASH SALE**

Proposed Loan Amount: \$0.00

Property Address: 3240 Farm District Road, Fernley, NV 89408-8607

Order No.: TTR2401199

Effective date: June 10, 2024 at 7:30AM

Short Term Rate: No

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Shelly Saltz Ticor Title of Nevada, Inc. 5441 Kietzke Lane, Suite 100 Reno , NV 89511 Phone: 775-824-3240 Fax: 775-324-7402 Main Phone: 775-324-7400 Email: ssaltz@ticortitle.com	Escrow Officer: Luann Barnes Ticor Title of Nevada, Inc. 5441 Kietzke Lane, Suite 100 Reno, NV 89511 Phone: 775-842-2483 Fax: 775-824-3233 Main Phone: 775-324-7400 Email: Luann.Barnes@ticortitle.com

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

FEE

2. Title to said estate or interest at the date hereof is vested in:

Lawrence G. Yori, as Trustee of the 1903 Trust (u/d/t: October 19, 2011)

3. The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

Order No.: TTR2401199

For APN/Parcel ID(s): 021-343-20

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

All that certain real property being all of the Yori parcel as shown on the record of survey for boundary line adjustment File No. 90732 and a portion of the Gallaway parcel as shown on Parcel Map File No. 31048 of Lyon County records, lying in a portion of the Northwest 1/4 of Section 22, Township 20 North, Range 25 East, Mount Diablo Meridian, being described as follows:

Beginning at the Northeast corner of said Yori parcel thence from said point of beginning and along the easterly line of said Yori parcel, South 0°02'41" West a distance of 2630.77 feet to a point of intersection with the Northerly right of way of Farm District Road; thence along said Northerly right of way North 89°38'59" West a distance of 759.64 feet; thence leaving said Northerly right of way North 0°07'03" West a distance of 338.06 feet to beginning of a non-tangent curve to the left from which the radius point bears, South 89°52'57" West, having a radius of 180.00 feet, subtended by a central angle of 31°47'18"; thence along the arc of said curve a distance of 99.87 feet, having a chord of North 16°00'42" West and a distance of 98.59 feet; thence leaving said curve North 0°07'03" West a distance of 2203.35 feet to a point of intersection with the North line of the aforementioned Section 22; thence along said North line South 89°16'32" East a distance of 794.15 feet to the point of beginning.

APN: 021-343-20

Document No. 483679 is provided pursuant to the requirements of Section 6.NRS 111.312.

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

SCHEDULE B – Section B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

8. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
Tax Identification No.: 021-343-20
9. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Nevada Revised Statutes.
10. Any liens, charges or assessments levied by the Carson-Truckee Water Conservancy District and Carson Water Subconservancy District, by reason that the Land is located within said district.
11. Any unpaid charges for Waste Management, plus any interest and/or penalties, which would create a lien and attach to said Land, pursuant to Nevada Revised Statutes.
12. The Land lies within the boundaries of an Agricultural or Open Space Use Assessment District and is potentially subject to deferred real property taxes, the amount is undetermined until the time of conversion.
13. Water rights, claims or title to water, whether or not disclosed by the Public Records.
14. Rights of way for any existing roads and alleys, trails, canals, ditches, flumes, conduits, pipes, poles or transmission lines on, under, over, through or across the Land.
15. Rights of the public to any portion of the Land lying within the area commonly known as Farm District Road.
16. Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof.
Recording Date: April 25, 1935
Recording No: Book 28, Page 250, Land Patent Records
17. Reservations contained in Deed
Grantor: J.A. Baker, Treasurer and ex officio Tax Receiver and Trustee for
and on behalf of Lyon County, State of Nevada, and as Trustee for
and on behalf of the Truckee-Carson Irrigation District
Grantee: Amien M. Perry
Recording Date: December 13, 1951
Recording No.: Book 37, Page 59, as Document No. 59700, Official Records
18. Reservations contained in Deed
Grantor: Robert W. Browne and Muriel L. Browne, husband and wife
Grantee: Devere E. Barker and Marion A. Barker, husband and wife, as joint tenants
Recording Date: March 15, 1968
Recording No.: Book 51, Page 268, as Document No. 100935, Official Records
19. Easement(s) and rights incidental thereto as delineated or as offered for dedication on Parcel Map
Recording Date: January 13, 1977
Recording No.: 31048, Official Records

A portion of the easements granted on the above map were relinquished by Easement Abandonment
Recording Date: April 5, 2004
Recording No.: 317560, Official Records

**SCHEDULE B – Section B
(continued)**

20. Easement(s) and rights incidental thereto as delineated or as offered for dedication on Record of Survey Map
Recording Date: January 16, 1985
Recording No.: 90732, Official Records
21. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: C & D Development Company, a Nevada corporation
Purpose: access and utility easement
Recording Date: April 5, 2004
Recording No.: 317561, Official Records
22. Easement(s) and rights incidental thereto as delineated or as offered for dedication on Record of Survey for Boundary Line Adjustment for C & D Development Company, a Nevada Corporation and Larry G. Yori
Recording Date: March 17, 2004
Recording No.: 315963, Official Records
23. A homestead declaration
Executed by: Lawrence G. Yori, as Trustee of the 1903 Trust
Recording Date: November 2, 2011
Recording No.: 483680, Official Records
24. The Land was approved for agricultural use assessment for taxation purposes by the county assessor and is subject to a potential lien for any deferred taxes which may be levied against said Land by reason of a change in use of said Land for purposes other than agricultural, as evidenced by document:
Recording Date: January 27, 2023
Recording No.: 666366, Official Records
25. An unrecorded Option Agreement effective June 30, 2023, with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document
Entitled: Memorandum of Option
Optionor: Lawrence G. Yori, as Trustee of the 1903 Trust, established under written declaration of trust on October 19, 2011
Optionee: Robertson, Johnson, Miller & Williamson, as authorized agent
Recording Date: September 1, 2023
Recording No.: 673608, Official Records
26. Rights and claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties or by an inspection of said Land.

END OF EXCEPTIONS**THE FOLLOWING REQUIREMENTS MUST BE MET PRIOR TO CLOSE OF ESCROW:**

REQUIREMENTS

1. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
2. Furnish to the Company for review:
 - a) Certification of Trust in accordance with Nevada Revised Statutes.

END OF REQUIREMENTS

INFORMATIONAL NOTES

- 1 Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- 2 Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:
Assessor's Parcel No.: 021-343-20
Fiscal Year: 2023-2024
Total Taxes: \$5,970.82
- 3 Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- 4 Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- 5 Note: The following information is provided strictly as an accommodation. According to the Assessor, the address of the Land is as follows:
Type of Dwelling: Agricultural Land with Multiple Structures
Address: 3240 Farm District Road, Fernley, Nevada

END OF INFORMATIONAL NOTES

Note: Notice of Available Title Insurance and Escrow Discounts

Your transaction may qualify for one of the discounts shown below. In order to receive these discounts, you will need to contact your escrow officer or a company representative to determine if you qualify and to request the discount. Your escrow officer or company representative will provide a full description of the terms, conditions and requirements associated with each discount.

Available Title Insurance Discounts (These discounts will apply to all transactions where the company is issuing a policy of title insurance, including such transactions where the company is not providing escrow closing services.)

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENT CANCELLATION CHARGES ON SUBSEQUENT POLICIES

Where an order was cancelled and no major change in the title has occurred since the issuance of the original report or commitment, and the order is reopened within twenty-four (24) – thirty-six (36) months, all or a portion of the charge previously paid upon the cancellation of the report or commitment may be credited on a subsequent policy charge.

SHORT TERM RATE

The Short Term Rate is a reduction of the applicable insurance rate which is allowable only when the current order is placed within (sixty) 60 months from the date of issuance of a prior policy of title insurance to the vested owner or an assignee of the interest insured. The short term rate is 80% of the Basic Rate. Unless otherwise stated, the reduction only applies to policies priced at Eighty Percent (80%) or greater of the basic rate. This reduction does not apply to Short Sale transactions or to any surcharge calculated on the basic rate.

PRIOR POLICY DISCOUNT (APPLICABLE TO ZONE 2, DIRECT OPERATIONS ONLY)

The Prior Policy Discount will apply when a seller or borrower provides a copy of their owner's policy upon opening escrow. The prior policy rate is Seventy Percent (70%) of the applicable owner's title premium. This discount may not be used in combination with any other discount and can only be used in transactions involving property located in Zone 2 (Zone 2 includes all Nevada counties except Clark, Lincoln and Nye) that are handled by a direct operation of the FNF Family of Companies.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities the charge for a policy shall be Fifty Percent (50%) to Seventy Percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. This discount shall not apply to charges for loan policies issued concurrently with an owner's policy.

EMPLOYEE RATE

No charge shall be made to employees of the Company, its subsidiary or affiliated companies (including employees on approved retirement) for policies issued in connection with financing, refinancing, sale or purchase of the employee's bonafide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate investments. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties in the State of Nevada within the past twelve (12) months to qualify for this rate. On a sale transaction, the investor rate is Seventy Percent (70%) of the basic rate. This reduction does not apply to any surcharge calculated on the basic rate. On a refinance transaction or where the investor is obtaining a loan subsequent to a purchase, the rate shall be Eighty-Five Percent (85%) of the applicable rate with a minimum charge of Three Hundred Eighty-Five and No/100 Dollars (\$385.00). The loan discount shall only apply to transactions priced under Section 5.1 B (1b) of the title insurance rate manual. This rate is available upon request only.

Available Escrow Discounts These discounts will apply only to the escrow fee portion of your settlement charges, and the discounts will apply only if the company is issuing a policy of title insurance in conjunction with providing escrow services.

SENIOR CITIZEN RATE

If a valid identification is provided, principals to a given transaction who qualify as Senior Citizens (55 year of age and over) shall be Seventy-Five Percent (75%) of their portion of the escrow fee wherein a valid identification is provided. This discount shall only apply on residential resale transactions wherein the principal resides in the subject property. This discount may not be used in combination with any other escrow rate discount. This rate is available upon request only.

MILITARY DISCOUNT

Any person on active military duty or a Veteran of the U.S. Armed Forces shall be charged Seventy-Five Percent (75%) of their portion of the escrow fee. A copy of a current military identification card or a copy of the DD-214 (Certificate of Release or Discharge from Active Duty) must be provided. This discount may not be used in combination with any other discount. This rate is for sale transaction and it is available upon request only.

FIRST RESPONDER RATE

Any person in a given transaction who is a First Responder shall be charged Seventy-Five Percent (75%) of their portion of the escrow fee, wherein the principle provides a signed statement that indicates he or she is currently employed as one of the following emergency professionals:

- Firefighter
- Law enforcement officer who is sworn to uphold and make arrests for violations of federal, state, county or municipal laws.
- EMT
- Paramedic
- Search & Rescue team member

The discount shall be applicable on residential resale transactions wherein the principal resides in, or plans to reside in, the subject property. This discount may not be used with any other discount and is available upon request only.

EMPLOYEE RATES

An employee will not be charged an escrow fee for the purchase, sale or refinance of the employee's primary residence. The employee must be a principal to the transaction and the request for waiver of fees must be submitted to Management prior to approval.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate transactions. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties within the State of Nevada within the past twelve (12) months to qualify for this rate. The charge is 70% of their portion of the escrow fee. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request, only.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.

- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

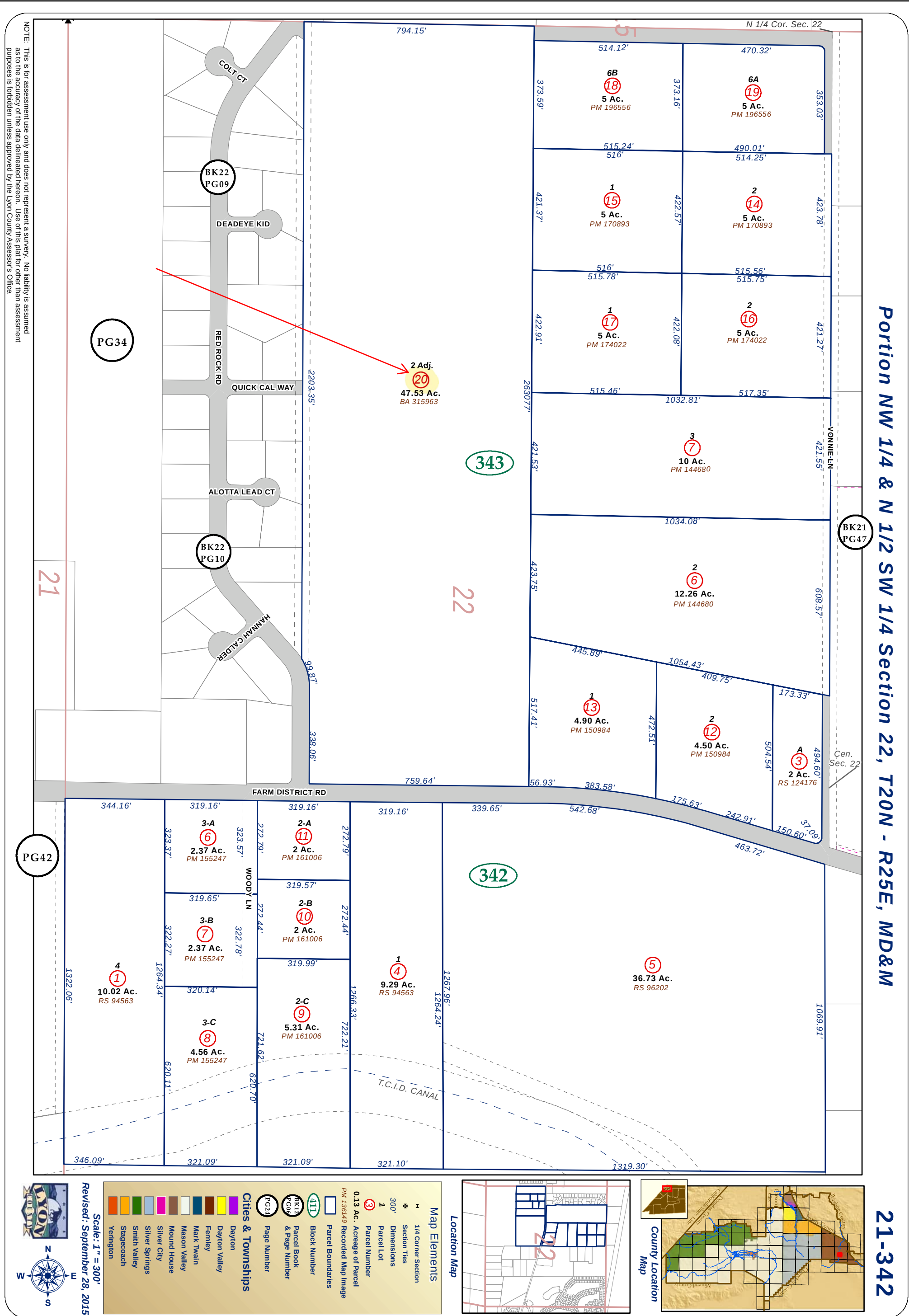
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.





Tax Account 021-343-20

Owners

YORI, LAWRENCE G TR
3240 FARM DISTRICT RD
FERNLEY, NV 89408-0000

Account Summary

Account ID	021-343-20
Account Type	Real Estate
Location	3240 FARM DISTRICT RD FERNLEY
Balance	\$0.00
Currently Due	\$0.00

No payment currently due.

This account has a balance of \$0.00.
No payment can be made.

Current Year

Description	2023/2024 REAL ESTATE TAXES
Original	\$5,970.82
Total	\$5,970.82
Paid	\$5,970.82
Balance	\$0.00
Due	\$0.00
Ad Valorem Tax Rate	3.6551
Tax District	6.0 (City of Fernley)
Tax Cap	7% High 8.0%, 93% Low 3%

Delinquent Installments

#	Due Date	Penalty Date	Status	Original Total	Penalty	Total	Paid	Total Due
1	08/21/2023	09/01/2023	Paid	\$1,494.82	\$0.00	\$1,494.82	\$1,494.82	\$0.00
2	10/02/2023	10/13/2023	Paid	\$1,492.00	\$0.00	\$1,492.00	\$1,492.00	\$0.00
3	01/02/2024	01/13/2024	Paid	\$1,492.00	\$0.00	\$1,492.00	\$1,492.00	\$0.00
4	03/04/2024	03/15/2024	Paid	\$1,492.00	\$0.00	\$1,492.00	\$1,492.00	\$0.00

Past Years

Description	Original	Penalty	Paid	Balance	Due	Tax Rate	Tax District
2022/2023 REAL ESTATE TAXES	\$5,676.28	\$0.00	\$5,676.28	\$0.00	\$0.00	3.6127	6.0
2021/2022 REAL ESTATE TAXES	\$5,539.37	\$0.00	\$5,539.37	\$0.00	\$0.00	3.6160	6.0
2020/2021 SECURED TAXES	\$5,407.40	\$0.00	\$5,407.40	\$0.00	\$0.00	3.6131	6.0
2019/2020 SECURED TAXES	\$5,199.48	\$0.00	\$5,199.48	\$0.00	\$0.00	3.6131	6.0
2018/2019 SECURED TAXES	\$5,077.46	\$0.00	\$5,077.46	\$0.00	\$0.00	3.6131	6.0
2017/2018 SECURED TAXES	\$4,941.26	\$0.00	\$4,941.26	\$0.00	\$0.00	3.6131	6.0
2016/2017 SECURED TAXES	\$4,857.35	\$0.00	\$4,857.35	\$0.00	\$0.00	3.6131	6.0

Special Assessments and Other Fees

Year	Code	Description	Amount	Paid	Balance	Due
2023-2024	S23	TCID Operatn & Maint	1452.18	1452.18	.00	.00
2023-2024	S24	TCID Administrative	120.00	120.00	.00	.00
2023-2024	S25	TCID District Gen.	314.88	314.88	.00	.00
2023-2024	S33	Fernley Groundwater	1.99	1.99	.00	.00
2022-2023	S23	TCID Operatn & Maint	1366.59	1366.59	.00	.00
2022-2023	S24	TCID Administrative	120.00	120.00	.00	.00
2022-2023	S25	TCID District Gen.	301.92	301.92	.00	.00
2022-2023	S33	Fernley Groundwater	2.04	2.04	.00	.00
2021-2022	S23	TCID Operatn & Maint	1366.59	1366.59	.00	.00
2021-2022	S24	TCID Administrative	120.00	120.00	.00	.00
2021-2022	S25	TCID District Gen.	292.80	292.80	.00	.00
2021-2022	S33	Fernley Groundwater	2.03	2.03	.00	.00
2020-2021	S23	TCID Operatn & Maint	1366.59	1366.59	.00	.00
2020-2021	S24	TCID Administrative	120.00	120.00	.00	.00
2020-2021	S25	TCID District Gen.	286.08	286.08	.00	.00
2020-2021	S33	Fernley Groundwater	.32	.32	.00	.00
2019-2020	S23	TCID Operatn & Maint	1281.00	1281.00	.00	.00
2019-2020	S24	TCID Administrative	120.00	120.00	.00	.00
2019-2020	S25	TCID District Gen.	279.84	279.84	.00	.00
2019-2020	S33	Fernley Groundwater	.32	.32	.00	.00
2018-2019	S23	TCID Operatn & Maint	1281.00	1281.00	.00	.00
2018-2019	S24	TCID Administrative	110.00	110.00	.00	.00
2018-2019	S25	TCID District Gen.	273.60	273.60	.00	.00
2018-2019	S33	Fernley Groundwater	.32	.32	.00	.00
2017-2018	S23	TCID Operatn & Maint	1281.00	1281.00	.00	.00
2017-2018	S24	TCID Administrative	110.00	110.00	.00	.00

Year	Code	Description	Amount	Paid	Balance	Due
2017-2018	S25	TCID District Gen.	240.00	240.00	.00	.00
2017-2018	S33	Fernley Groundwater	.33	.33	.00	.00
2016-2017	S23	TCID Operatn & Maint	1281.00	1281.00	.00	.00
2016-2017	S24	TCID Administrative	110.00	110.00	.00	.00
2016-2017	S25	TCID District Gen.	240.00	240.00	.00	.00
2016-2017	S33	Fernley Groundwater	.32	.32	.00	.00

Tax Bill and Payment History

Date	Type	Billed to / Payer Name / Note	Amount	Balance
03/01/2024	PAYMENT	YORI LARRY EC WF - 024030123043064	\$-1,492.00	\$0.00
12/28/2023	PAYMENT	YORI LARRY EC WF - 023122823034045	\$-1,492.00	\$1,492.00
09/28/2023	PAYMENT	YORI LARRY EC WF - 023092823027942	\$-1,492.00	\$2,984.00
09/12/2023	PAYMENT	YORI LARRY SYS WF - 023081623030250 ORIG: EC	\$-1,494.82	\$4,476.00
09/12/2023	ADJUST	YORI LARRY EC WF - 023081623030250 VOIDED PAYMENT: 851739. REASON: COLLECTION FEE FIX	\$1,494.82	\$5,970.82
09/12/2023	PAYMENT	YORI LARRY SYS WF - 023030223046764 ORIG: EC	\$-1,419.00	\$4,476.00
09/12/2023	ADJUST	YORI LARRY EC WF - 023030223046764 VOIDED PAYMENT: 773884. REASON: COLLECTION FEE FIX	\$1,419.00	\$5,895.00
09/12/2023	PAYMENT	YORI LARRY SYS WF - 022122923030619 ORIG: EC	\$-1,419.00	\$4,476.00
09/12/2023	ADJUST	YORI LARRY EC WF - 022122923030619 VOIDED PAYMENT: 736244. REASON: COLLECTION FEE FIX	\$1,419.00	\$5,895.00
09/12/2023	PAYMENT	YORI LARRY SYS WF - 022092923031655 ORIG: EC	\$-1,419.00	\$4,476.00
09/12/2023	ADJUST	YORI LARRY EC WF - 022092923031655 VOIDED PAYMENT: 712848. REASON: COLLECTION FEE FIX	\$1,419.00	\$5,895.00
09/12/2023	PAYMENT	YORI LARRY SYS WF - 022081223030303 ORIG: EC	\$-1,419.28	\$4,476.00
09/12/2023	ADJUST	YORI LARRY EC WF - 022081223030303 VOIDED PAYMENT: 694948. REASON: COLLECTION FEE FIX	\$1,419.28	\$5,895.28
09/12/2023	PAYMENT	YORI LARRY SYS WF - 022030323035160 ORIG: EC	\$-1,384.81	\$4,476.00
09/12/2023	ADJUST	YORI LARRY EC WF - 022030323035160 VOIDED PAYMENT: 651725. REASON: COLLECTION FEE FIX	\$1,384.81	\$5,860.81
09/12/2023	PAYMENT	YORI LARRY SYS WF - 021123023028889 ORIG: EC	\$-1,384.81	\$4,476.00
09/12/2023	ADJUST	YORI LARRY EC WF - 021123023028889 VOIDED PAYMENT: 620487. REASON: COLLECTION FEE FIX	\$1,384.81	\$5,860.81
09/12/2023	PAYMENT	YORI LARRY SYS WF - 021100123043881 ORIG: EC	\$-1,384.81	\$4,476.00
09/12/2023	ADJUST	YORI LARRY EC WF - 021100123043881 VOIDED PAYMENT: 607802. REASON: COLLECTION FEE FIX	\$1,384.81	\$5,860.81
09/12/2023	PAYMENT	YORI LARRY SYS WF - 021081323033024 ORIG: EC	\$-1,384.94	\$4,476.00
09/12/2023	ADJUST	YORI LARRY EC WF - 021081323033024 VOIDED PAYMENT: 534794. REASON: COLLECTION FEE FIX	\$1,384.94	\$5,860.94

Date	Type	Billed to / Payer Name / Note	Amount	Balance
08/16/2023	PAYMENT	YORI LARRY EC WF - 023081623030250	\$-1,494.82	\$4,476.00
07/17/2023	BILL	YORI, LAWRENCE G TR	\$5,970.82	\$5,970.82
03/03/2023	PAYMENT	YORI LARRY EC WF - 023030223046764	\$-1,419.00	\$0.00
12/30/2022	PAYMENT	YORI LARRY EC WF - 022122923030619	\$-1,419.00	\$1,419.00
09/30/2022	PAYMENT	YORI LARRY EC WF - 022092923031655	\$-1,419.00	\$2,838.00
08/15/2022	PAYMENT	YORI LARRY EC WF - 022081223030303	\$-1,419.28	\$4,257.00
08/04/2022	AMENDMENT	AMENDMENT TO RE 2023	\$0.00	\$5,676.28
07/15/2022	BILL	YORI, LAWRENCE G TR	\$5,676.28	\$5,676.28
03/04/2022	PAYMENT	YORI LARRY EC WF - 022030323035160	\$-1,384.81	\$0.00
12/30/2021	PAYMENT	YORI LARRY EC WF - 021123023028889	\$-1,384.81	\$1,384.81
10/04/2021	PAYMENT	YORI LARRY EC WF - 021100123043881	\$-1,384.81	\$2,769.62
08/14/2021	PAYMENT	YORI LARRY EC WF - 021081323033024	\$-1,384.94	\$4,154.43
07/14/2021	BILL	YORI, LAWRENCE G TR	\$5,539.37	\$5,539.37
02/26/2021	PAYMENT	YORI LARRY EC WF - 021022523038685	\$-1,351.00	\$0.00
12/31/2020	PAYMENT	YORI LARRY EC WF - 020123023039012	\$-1,351.00	\$1,351.00
10/15/2020	PAYMENT	YORI, LARRY CHECK BANK: WF INTERNET NUM: 020100223076474	\$-1,351.00	\$2,702.00
08/17/2020	PAYMENT	YORI, LARRY CHECK BANK: WF INTERNET NUM: 020081323038497	\$-1,354.40	\$4,053.00
07/09/2020	BILL	YORI, LAWRENCE G TR	\$5,407.40	\$5,407.40
02/26/2020	PAYMENT	YORI, LARRY CHECK BANK: WF INTERNET NUM: 020022623037109	\$-1,299.00	\$0.00
01/03/2020	PAYMENT	YORI, LARRY CHECK BANK: WF INTERNET NUM: 020010223032509	\$-1,299.00	\$1,299.00
10/04/2019	PAYMENT	YORI, LARRY CHECK BANK: WF INTERNET NUM: 019100323052072	\$-1,299.00	\$2,598.00
08/19/2019	PAYMENT	YORI, LARRY CHECK BANK: WF INTERNET NUM: 019081523043320	\$-1,302.48	\$3,897.00
07/10/2019	BILL	YORI, LAWRENCE G TR	\$5,199.48	\$5,199.48
03/01/2019	PAYMENT	YORI, LARRY CHECK BANK: WF INTERNET NUM: 019022823051648	\$-1,269.00	\$0.00
01/07/2019	PAYMENT	YORI, LARRY CHECK BANK: WF INTERNET NUM: 019010423062460	\$-1,269.00	\$1,269.00
09/26/2018	PAYMENT	YORI, LARRY CHECK BANK: WF INTERNET NUM: 018092623041658	\$-1,269.00	\$2,538.00
08/16/2018	PAYMENT	YORI, LARRY CHECK BANK: WF INTERNET NUM: 018081623058462	\$-1,270.46	\$3,807.00
07/10/2018	BILL	YORI, LAWRENCE G TR	\$5,077.46	\$5,077.46
03/06/2018	PAYMENT	YORI, LAWRENCE & MARY CHECK NUM: 9487	\$-1,235.00	\$0.00
12/28/2017	PAYMENT	YORI, LARY & MARY CHECK NUM: 9467	\$-1,235.00	\$1,235.00

Date	Type	Billed to / Payer Name / Note	Amount	Balance
09/26/2017	PAYMENT	YORI, LARRY OR MARY CHECK NUM: 9451	\$-1,235.00	\$2,470.00
08/22/2017	PAYMENT	YORI, LAWRENCE & MARY CHECK NUM: 9442	\$-1,236.26	\$3,705.00
07/10/2017	BILL	YORI, LAWRENCE G TR	\$4,941.26	\$4,941.26
02/28/2017	PAYMENT	YORI, LARRY & MARY CHECK NUM: 9409	\$-1,214.00	\$0.00
12/29/2016	PAYMENT	YORI, LARRY OR MARY CHECK NUM: 9394	\$-1,214.00	\$1,214.00
09/15/2016	PAYMENT	YORI, LARRY OR MARY CHECK NUM: 9371	\$-1,214.00	\$2,428.00
08/16/2016	PAYMENT	YORI, LAWRENCE G TR CHECK NUM: 9363	\$-1,215.35	\$3,642.00
07/11/2016	BILL	YORI, LAWRENCE G TR	\$4,857.35	\$4,857.35
03/01/2016	PAYMENT	YORI, LARRY OR MARY CHECK NUM: 9324	\$-1,212.00	\$0.00
01/06/2016	PAYMENT	YORI, LARRY & MARY CHECK NUM: 9309	\$-1,212.00	\$1,212.00
10/08/2015	PAYMENT	YORI, LARRY G OR MARY B CHECK NUM: 9287	\$-1,212.00	\$2,424.00
08/20/2015	PAYMENT	YORI, LARRY OR MARY CHECK NUM: 9272	\$-1,214.91	\$3,636.00
07/07/2015	BILL	YORI, LAWRENCE G TR	\$4,850.91	\$4,850.91
02/27/2015	PAYMENT	YORI, LARRY G OR MARY B CHECK NUM: 9230	\$-1,188.00	\$0.00
01/07/2015	PAYMENT	YORI, LAWRENCE G TR CHECK NUM: 9216	\$-1,188.00	\$1,188.00
10/08/2014	PAYMENT	YORI, LARRY OR MARY CHECK NUM: 9193	\$-1,188.00	\$2,376.00
08/21/2014	PAYMENT	YORI, LARRY G/MARY B CHECK NUM: 9182	\$-1,190.79	\$3,564.00
07/08/2014	BILL	YORI, LAWRENCE G TR	\$4,754.79	\$4,754.79
03/07/2014	PAYMENT	YORI, LAWRENCE G TR CHECK NUM: 9145	\$-1,153.00	\$0.00
01/15/2014	PAYMENT	YORI, LARRY G/MARY B CHECK NUM: 9130	\$-1,153.00	\$1,153.00
10/10/2013	PAYMENT	YORI, LAWRENCE G TR CHECK NUM: 9106	\$-1,153.00	\$2,306.00
08/13/2013	PAYMENT	YORI, LARRY OR MARY CHECK NUM: 9096	\$-1,153.96	\$3,459.00
07/08/2013	BILL	YORI, LAWRENCE G TR	\$4,612.96	\$4,612.96
02/26/2013	PAYMENT	YORI, LARRY OR MARY CHECK NUM: 9056	\$-1,130.00	\$0.00
01/02/2013	PAYMENT	YORI, LARRY G OR MARY B CHECK NUM: 9037	\$-1,130.00	\$1,130.00
10/01/2012	PAYMENT	YORI, LAWRENCE G TR CHECK NUM: 541	\$-1,130.00	\$2,260.00
08/23/2012	PAYMENT	YORI, LAWRENCE G TR CHECK NUM: 9016	\$-1,131.67	\$3,390.00
07/10/2012	BILL	YORI, LAWRENCE G TR	\$4,521.67	\$4,521.67
02/29/2012	PAYMENT	YORI, LARRY G CHECK NUM: 8971	\$-1,107.00	\$0.00
12/30/2011	PAYMENT	YORI, LARRY G OR MARY CHECK NUM: 8956	\$-1,107.00	\$1,107.00
09/30/2011	PAYMENT	YORI, LARRY G OR MARY B CHECK NUM: 8930	\$-1,107.00	\$2,214.00
08/19/2011	PAYMENT	YORI, LARRY G CHECK NUM: 8917	\$-1,109.48	\$3,321.00
07/08/2011	BILL	YORI, LARRY G	\$4,430.48	\$4,430.48
03/07/2011	PAYMENT	YORI EXEMPTION TRUST CHECK NUM: 2020	\$-1,084.00	\$0.00
01/06/2011	PAYMENT	YORI EXEMPTION TRUST CHECK NUM: 2016	\$-1,084.00	\$1,084.00
10/11/2010	PAYMENT	YORI, GEORGE & GENEVIEVE CHECK BANK: 94-77 NUM: 1661	\$-1,084.00	\$2,168.00

Date	Type	Billed to / Payer Name / Note	Amount	Balance
08/17/2010	PAYMENT	YORI, LARRY OR GEORGE CHECK BANK: 94-7074 NUM: 2013	\$-1,087.58	\$3,252.00
07/08/2010	BILL	YORI, LARRY G	\$4,339.58	\$4,339.58
02/23/2010	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 2010	\$-1,457.00	\$0.00
01/05/2010	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8777	\$-1,457.00	\$1,457.00
10/06/2009	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8750	\$-1,457.00	\$2,914.00
08/19/2009	PAYMENT	YORI, LARRY G/MARY B CHECK BANK: 94-7074 NUM: 8735	\$-1,459.01	\$4,371.00
07/06/2009	BILL	YORI, LARRY G	\$5,830.01	\$5,830.01
03/04/2009	PAYMENT	YORI, LARRY G OR MARY B CHECK BANK: 94-7074 NUM: 8699	\$-1,474.00	\$0.00
01/06/2009	PAYMENT	YORI, LARRY OR MARY CHECK BANK: 94-7074 NUM: 8689	\$-1,474.00	\$1,474.00
10/07/2008	PAYMENT	YORI, LARRY G/MARY B CHECK BANK: 94-7074 NUM: 8668	\$-1,474.00	\$2,948.00
08/25/2008	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8657	\$-1,477.07	\$4,422.00
07/15/2008	BILL	YORI, LARRY G	\$5,899.07	\$5,899.07
02/27/2008	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 94-7074	\$-1,353.00	\$0.00
01/04/2008	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8600	\$-1,353.00	\$1,353.00
10/02/2007	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8577	\$-1,353.00	\$2,706.00
08/22/2007	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8564	\$-1,355.81	\$4,059.00
07/12/2007	BILL	YORI, LARRY G	\$5,414.81	\$5,414.81
03/07/2007	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8520	\$-1,322.00	\$0.00
01/09/2007	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8508	\$-1,322.00	\$1,322.00
10/02/2006	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8483	\$-1,322.00	\$2,644.00
08/27/2006	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8470	\$-1,324.08	\$3,966.00
07/12/2006	BILL	YORI, LARRY G	\$5,290.08	\$5,290.08
03/07/2006	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8423	\$-1,281.00	\$0.00
01/05/2006	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8382	\$-1,281.00	\$1,281.00
10/07/2005	PAYMENT	YORI, LARRY OR MARY CHECK BANK: 94-7074 NUM: 8326	\$-1,281.00	\$2,562.00
08/22/2005	PAYMENT	YORI, LARRY G OR MARY CHECK BANK: 94-7074 NUM: 8289	\$-1,281.23	\$3,843.00
07/15/2005	BILL	YORI, LARRY G	\$5,124.23	\$5,124.23
03/14/2005	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8188	\$-1,276.00	\$0.00
01/10/2005	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8144	\$-1,276.00	\$1,276.00
10/11/2004	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8087	\$-1,276.00	\$2,552.00
08/20/2004	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 8051	\$-1,276.28	\$3,828.00
07/08/2004	BILL	YORI, LARRY G	\$5,104.28	\$5,104.28

Date	Type	Billed to / Payer Name / Note	Amount	Balance
03/05/2004	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 7950	\$-1,252.24	\$0.00
01/09/2004	PAYMENT	YORI, LARRY G & MARY B CHECK BANK: 94-7074 NUM: 7913	\$-1,252.24	\$1,252.24
10/02/2003	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 7845	\$-1,252.24	\$2,504.48
08/12/2003	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 7807	\$-1,252.27	\$3,756.72
07/18/2003	BILL	YORI, LARRY G	\$5,008.99	\$5,008.99
03/10/2003	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 7687	\$-1,209.00	\$0.00
12/31/2002	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 7634	\$-1,209.00	\$1,209.00
10/09/2002	PAYMENT	YORI, LARRY G & MARY B CHECK BANK: 94-7074 NUM: 7568	\$-1,209.00	\$2,418.00
08/21/2002	PAYMENT	YORI, LARRY G & MARY B CHECK BANK: 94-7074 NUM: 7520	\$-1,210.74	\$3,627.00
07/12/2002	BILL	YORI, LARRY G	\$4,837.74	\$4,837.74
03/11/2002	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 7376	\$-1,190.75	\$0.00
01/09/2002	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 7325	\$-1,190.75	\$1,190.75
10/05/2001	PAYMENT	YORI, LARRY G CHECK BANK: 94-7074 NUM: 7261	\$-1,190.75	\$2,381.50
08/15/2001	PAYMENT	YORI, LARRY G OR MARY CHECK BANK: 94-7074 NUM: 7227	\$-1,191.04	\$3,572.25
07/12/2001	BILL	YORI, LARRY G	\$4,763.29	\$4,763.29
03/08/2001	PAYMENT	YORI, LARRY G CHECK BANK: 94-204 NUM: 7092	\$-897.96	\$0.00
01/02/2001	PAYMENT	YORI, LARRY G & MARY B CHECK BANK: 94-204 NUM: 7042	\$-897.96	\$897.96
10/11/2000	PAYMENT	YORI, LARRY G CHECK BANK: 94-204 NUM: 6984	\$-897.96	\$1,795.92
08/09/2000	PAYMENT	YORI, LARRY G CHECK BANK: 94-204 NUM: 6931	\$-898.22	\$2,693.88
07/17/2000	BILL	YORI, LARRY G	\$3,592.10	\$3,592.10
03/09/2000	PAYMENT	YORI, LARRY G OR MARY B CHECK BANK: 94-204 NUM: 6798	\$-934.37	\$0.00
01/14/2000	PAYMENT	YORI, LARRY G CHECK BANK: 94-204 NUM: 6742	\$-934.37	\$934.37
10/08/1999	PAYMENT	YORI, LARRY G CHECK BANK: 91-119 NUM: 6665	\$-934.37	\$1,868.74
08/24/1999	PAYMENT	YORI, LARRY G CHECK BANK: 91-119 NUM: 6613	\$-934.61	\$2,803.11
07/17/1999	BILL	YORI, LARRY G	\$3,737.72	\$3,737.72
02/23/1999	PAYMENT	YORI, LARRY G CHECK	\$-926.99	\$0.00
12/29/1998	PAYMENT	YORI, LARRY G CHECK	\$-926.99	\$926.99
10/09/1998	PAYMENT	YORI, LARRY G CHECK	\$-926.99	\$1,853.98
08/20/1998	PAYMENT	YORI, LARRY G CHECK	\$-927.22	\$2,780.97
07/13/1998	BILL	YORI, LARRY G	\$3,708.19	\$3,708.19
01/07/1998	PAYMENT	YORI, LARRY G CHECK	\$-1,762.04	\$0.00
10/07/1997	PAYMENT	YORI, LARRY G CHECK	\$-881.02	\$1,762.04
08/20/1997	PAYMENT	YORI, LARRY G CHECK	\$-881.27	\$2,643.06

Date	Type	Billed to / Payer Name / Note	Amount	Balance
07/14/1997	BILL	YORI, LARRY G	\$3,524.33	\$3,524.33
12/27/1996	PAYMENT	YORI, LARRY G	\$-1,703.96	\$0.00
10/11/1996	PAYMENT	YORI, LARRY G	\$-851.98	\$1,703.96
08/27/1996	PAYMENT	YORI, LARRY G	\$-852.13	\$2,555.94
07/18/1996	BILL	YORI, LARRY G	\$3,408.07	\$3,408.07

YORI SINGLE FAMILY

City of Fernley Fiscal Impact Analysis

MAY 21, 2024

Prepared by:



EKAY Economic Consultants, Inc.
Economics for the changing world

550 West Plumb Lane
Suite B459
Reno, NV 89509
(775) 232-7203
www.ekayconsultants.com

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EXECUTIVE SUMMARY

Ekay Economic Consultants, Inc. (EEC) of Reno, Nevada was retained to conduct a fiscal impact analysis of the 47.53-acre Yori Single Family Development located in City of Fernley, Nevada. Project details and findings of the fiscal impact analysis are summarized below.

Project Overview

- The project is requesting a zone change and is proposing to construct 158 single family units over a two-year period.
- The project is expected to add 243,626 square feet of roads to the City of Fernley's inventory upon completion.

Fiscal Impact Findings

- The project is estimated to generate a **\$535,000 surplus** (net fiscal impact) over the 20-year period and **\$622,000** over the 40-year analysis period for the City of Fernley's General Fund.
 - The project is estimated to generate \$4.8 million in revenue for the General Fund over the 20-year and \$10.6 million over the 40-year analysis periods. This includes all revenue sources within the General Fund.
 - The project is estimated to generate \$2.8 million in operating expenditures for the City's General Fund over the 20-year period and \$7.1 million over the 40-year analysis periods. This includes expenditures for all sources within the General Fund.
 - The project is also estimated to generate \$1.5 million in infrastructure (street) replacement costs over the 20-year period and \$2.9 million over the 40-year analysis periods.
- The project will have a **positive** fiscal impact on the City of Fernley.

DEVELOPMENT DESCRIPTION

The project will be constructed on 47.53 acres of land located in the City of Fernley, Nevada, parcel number 021-343-20. Upon completion, the project will deliver approximately 158 single family units, with construction expected to be completed over a two-year period. The fiscal impact analysis includes estimates of the impact of the project over this period, plus an additional thirty-eight years for a total analysis period of 40 years.

Detailed project information, including units developed by year, is shown in Appendix 1 at the end of this report.

METHODOLOGY

City of Fernley contracted with a consulting company, Verdunity, to arrive at a methodology for estimating fiscal impacts of future projects on the City. A tool has been created for City staff to estimate fiscal impacts of projects based on project-related information provided by developers.

EEC was provided a copy of the “Development Fiscal Impact Analysis Tool Methodology and Instructions” report by Verdunity, dated July 2021. The report outlined much of the methodology and assumptions behind the City of Fernley’s fiscal impact tool. EEC provided a number of questions to the City regarding this methodology, answers to which were not received prior to the due date of this report. As a result, findings of the fiscal impact analysis contained in this report, which are based on our understanding of Verdunity’s methodology, may need to be updated as additional information becomes available.

The following assumptions were made in this analysis:

1. Residential land and improvement values for the project are unavailable at this early stage in the planning process. As a result, the analysis uses average taxable land and improvement values for nearby single family homes in City of Fernley, as these

Findings

Yori Single Family-Fiscal Impact Analysis

provide the latest market information for similar products in the City. Detailed information for this assumption is shown in Appendix 1.

2. The Verdunity methodology covers all General Fund revenues and expenditures. With the exception of property tax (Appendix 4) and building permit fee revenues (Appendix 5), these revenues and expenditures are estimated on a per capita basis, adjusted for impact ratios, and applied to the population of the project, as estimated in Appendix 2.

The Verdunity report provides ratios of the residential project's impact (impact ratios) on each revenue source and methodology for estimating this ratio for expenditures. These ratios are applied to the City's estimated FY 2022-23 costs as reported in the City's FY 2023-24 budget document. See Appendix 3 for detailed impact ratios and calculation methodology.

3. Additionally, the Verdunity methodology includes a discussion of the long-term impact of a project on infrastructure costs to replace and repair city streets. However, no actual cost for this estimate is provided in the Verdunity report. EEC uses average street replacement costs for the City of Sparks and City of Reno of \$0.30 per square foot per year. This includes costs for slurry/seal, overlay, and road rehabilitation.
4. The Verdunity report provides no discussion of inflation, the analysis includes a 2% expected future inflation adjustment for all revenue and expenditure sources, except real property values, these are conservatively increased by 1.5% per year to account for depreciation.
5. Additional information for revenue and cost estimate methodology, sources of data, calculations, and findings is provided in the appendices attached to this report.

FINDINGS

Findings of the fiscal impact analysis are presented below using table and figure templates from the Verdunity report. Appendices 1-5 attached to this narrative include a

Findings

Yori Single Family-Fiscal Impact Analysis

detailed calculation of these revenues and expenditures by year, as well as a detailed discussion of all methodology, data, and assumptions.

The project is estimated to generate a \$535,000 revenue surplus (net fiscal impact) over the 20-year period and \$622,000 over the 40-year analysis period for the City of Fernley's General Fund. This includes \$4.8 million in revenue for the General Fund over the 20-year period and \$10.6 million over the 40-year analysis period generated through all revenue sources within the General Fund.

Table 1. Fiscal Impact Analysis Results

Non-Inflated Values	Buildout	10 Years	20 Years	30 Years	40 Years
Taxes	\$ 378,220	\$ 1,639,866	\$ 3,448,485	\$ 5,553,673	\$ 8,004,061
Licenses and Permits	574,606	837,811	1,231,236	1,710,819	2,295,427
Intergovernmental	4,919	33,815	77,008	129,660	193,842
Fines and Forfeitures	2,825	19,420	44,225	74,462	111,321
Miscellaneous	1,052	7,230	16,465	27,723	41,446
Total Revenue	\$ 961,621	\$ 2,538,142	\$ 4,817,419	\$ 7,496,337	\$10,646,097
General Government	\$ 29,915	\$ 205,662	\$ 468,358	\$ 788,583	\$ 1,178,936
Judicial	6,678	45,909	104,550	176,033	263,171
Public Works	103,206	709,524	1,615,814	2,720,577	4,067,277
Health	3,506	24,105	54,894	92,426	138,178
Culture and Recreation	23,281	160,053	364,493	613,703	917,489
Community Dev.	13,599	93,490	212,906	358,473	535,920
Total Costs	\$ 180,186	\$ 1,238,743	\$ 2,821,015	\$ 4,749,796	\$ 7,100,970
Savings for Streets	146,176	730,878	1,461,756	2,192,634	2,923,512
Net Fiscal Impact	\$ 635,260	\$ 568,521	\$ 534,648	\$ 553,906	\$ 621,616
<i>Per Capita-Revenue</i>	\$ 2,464	\$ 6,504	\$ 12,344	\$ 19,209	\$ 27,279
<i>Per Capita-Costs</i>	462	3,174	7,229	12,171	18,195
<i>Per Capita-Streets</i>	375	1,873	3,746	5,618	7,491
<i>Per Capita-Net Impact</i>	\$ 1,628	\$ 1,457	\$ 1,370	\$ 1,419	\$ 1,593

The project is estimated to generate \$2.8 million in operating expenditures for the General Fund over the 20-year period and \$7.1 million over the 40-year analysis period. This includes expenditures for all General Fund sources. The project is also estimated to contribute funds towards \$1.5 million in infrastructure replacement costs over the 20-year and \$2.9 million over the 40-year analysis periods.

The project will have a **positive** fiscal impact on the City of Fernley as project-related revenues exceed project costs, including long-term infrastructure replacement costs.

Findings

Yori Single Family-Fiscal Impact Analysis

Figure 1. Budget Impact

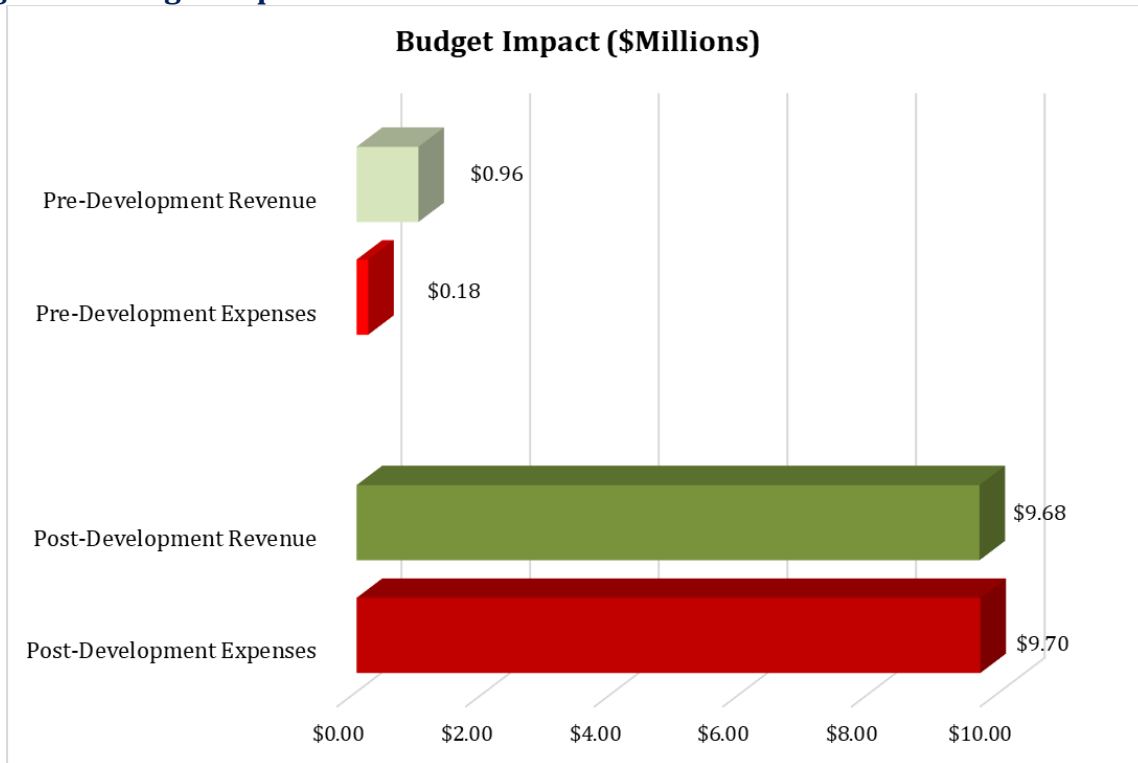
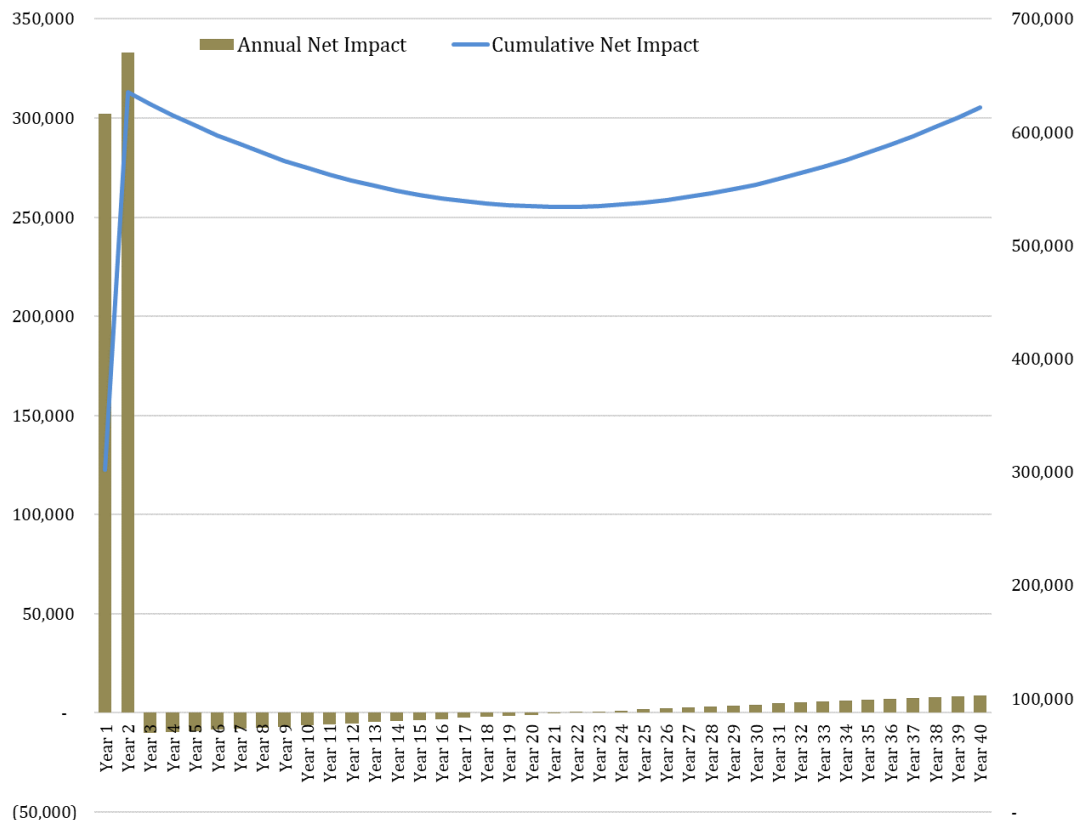


Figure 2. Fiscal Impact Analysis Results



LIMITING CONDITIONS & DISCLOSURES

In the preparation of this report, EEC asserts:

- The report is to be used in its entirety, and no part is to be used without the whole.
- In preparing this report, EEC relied on information provided by other individuals or found in previously existing records and/or documents. This information is assumed to be reliable. However, no warranty, either expressed or implied, is given by EEC for the accuracy of such information and EEC assumes no responsibility for information relied upon later found to have been inaccurate.
- EEC may amend this report in the event additional documents and/or other material discovered subsequent to the submission of this report and pertinent to the report and/or the conclusions contained herein are made available.
- EEC assumes no responsibility for economic, physical, or demographic factors, which may affect or alter the opinions of this report if said economic, physical, or demographic factors were not present or known as of the date of this report.
- Possession of this report, or a copy of this report, does not carry with it the right of publication. Without the consent of EEC, this report may not be used for any purpose by any person other than the party for whom this report was prepared.

APPENDICES

APPENDIX 1 BUILDOUT ASSUMPTIONS					
<u>YEAR</u>	<u>USE TYPE</u>	<u># OF UNITS</u>		<u>LAND VALUE</u>	<u>IMPROV. VALUE</u>
Year 1	Single Family	79	\$	9,085,000	\$ 21,850,847
Year 2	Single Family	79		9,085,000	21,850,847
TOTAL		158	\$	18,170,000	\$ 43,701,693

APPENDIX 1, ASSUMPTIONS:

1. Project information is summarized as follows:

	<u># of Units</u>	<u># of Acres</u>		<u>Land Value/ Unit</u>		<u>Improvement Value/Unit</u>
Single Family	158	47.53	\$	115,000	\$	276,593
Source: Development acreage, buildout schedule, and residential units from Developer.						
Unit taxable land and improvement values from similar nearby developments, FY 2024. Source: Lyon County Assessor's Office website.						

**APPENDIX 2
CITY OF FERNLEY
ESTIMATED NUMBER OF RESIDENTS**

<u>YEAR</u>	<u>USE TYPE</u>	<u># OF UNITS BUILT</u>	<u># OF RESIDENTS</u>	<u>CUMULATIVE # OF RESIDENTS</u>
Year 1	Single Family	79	195	195
Year 2	Single Family	79	195	390

APPENDIX 2, ASSUMPTIONS:

- Residents of the development are estimated using **2.47** persons per household.
Source: "Development Fiscal Impact Analysis Tool Methodology and Instructions." Verdunity,
July 19, 2021.

**APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

GENERAL FUND	Estimated FY 2022-23	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	10-YEAR TOTAL
REVENUE												
<u>Taxes</u>												
Ad Valorem ¹	Appendix 4	\$ 73,019	\$ 147,201	\$ 149,453	\$ 151,740	\$ 154,061	\$ 156,418	\$ 158,811	\$ 161,241	\$ 163,708	\$ 166,213	\$ 1,481,866
Resid. Construction Tax	\$1,000/Unit	79,000	79,000	-	-	-	-	-	-	-	-	158,000
Subtotal		\$ 152,019	\$ 226,201	\$ 149,453	\$ 151,740	\$ 154,061	\$ 156,418	\$ 158,811	\$ 161,241	\$ 163,708	\$ 166,213	\$ 1,639,866
<u>Licenses and Permits</u>												
Business License Fees ^{2,3}	\$ 825,000	\$ 3,814	\$ 7,780	\$ 7,936	\$ 8,095	\$ 8,256	\$ 8,422	\$ 8,590	\$ 8,762	\$ 8,937	\$ 9,116	\$ 79,707
Franchise Fees ^{2,3}	1,540,000	10,679	21,785	22,220	22,665	23,118	23,580	24,052	24,533	25,024	25,524	223,180
Liquor License Fees ^{2,3}	38,000	-	-	-	-	-	-	-	-	-	-	-
Gaming License Fees ^{2,3}	120,000	-	-	-	-	-	-	-	-	-	-	-
Animal Licenses ^{2,3}	4,500	42	85	87	88	90	92	94	96	97	99	870
Passport Fees ^{2,3}	22,000	203	415	423	432	440	449	458	467	477	486	4,251
Building/Civil Permit Fees ⁴	Appendix 5	264,902	264,902	-	-	-	-	-	-	-	-	529,803
Planning and Zoning Fees ⁵	310,000	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Fees ^{2,3}	100,000	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Inspect. ^{2,3}	200,000	-	-	-	-	-	-	-	-	-	-	-
Other Fees ⁵	400	-	-	-	-	-	-	-	-	-	-	-
Subtotal		\$ 279,639	\$ 294,966	\$ 30,666	\$ 31,279	\$ 31,905	\$ 32,543	\$ 33,194	\$ 33,858	\$ 34,535	\$ 35,226	\$ 837,811
<u>Intergovernmental Revenue</u>												
Consolidated Tax ^{2,3}	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Motor Vehicle Fuel Tax ^{2,3}	350,000	1,618	3,301	3,367	3,434	3,503	3,573	3,644	3,717	3,791	3,867	33,815
RTC Shared Revenue ⁵	4,160,000	-	-	-	-	-	-	-	-	-	-	-
County Parks Agreement ⁵	60,000	-	-	-	-	-	-	-	-	-	-	-
County Roads Contribution ⁵	180,000	-	-	-	-	-	-	-	-	-	-	-
Other ⁵	21,739	-	-	-	-	-	-	-	-	-	-	-
Subtotal		\$ 1,618	\$ 3,301	\$ 3,367	\$ 3,434	\$ 3,503	\$ 3,573	\$ 3,644	\$ 3,717	\$ 3,791	\$ 3,867	\$ 33,815
<u>Fines and Forfeits</u>												
Municipal Court Revenue ^{2,3}	\$ 201,000	\$ 929	\$ 1,896	\$ 1,933	\$ 1,972	\$ 2,012	\$ 2,052	\$ 2,093	\$ 2,135	\$ 2,177	\$ 2,221	\$ 19,420
Miscellaneous Fees ⁵	600	-	-	-	-	-	-	-	-	-	-	-
Subtotal		\$ 201,600	929	1,896	1,933	1,972	2,012	2,052	2,093	2,135	2,177	19,420
<u>Miscellaneous</u>												
Interest Income ⁵	\$ (255,662)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cemetery Plot Fees ^{2,3}	4,000	18	38	38	39	40	41	42	42	43	44	386
Facility Rental Fees ^{2,3}	8,500	39	80	82	83	85	87	89	90	92	94	821
Donations ^{2,3}	2,590	12	24	25	25	26	26	27	28	28	29	250
Miscellaneous ^{2,3}	59,745	276	563	575	586	598	610	622	635	647	660	5,772
Subtotal		\$ 346	\$ 706	\$ 720	\$ 734	\$ 749	\$ 764	\$ 779	\$ 795	\$ 811	\$ 827	\$ 7,230
REVENUE TOTAL		\$ 434,552	\$ 527,069	\$ 186,139	\$ 189,159	\$ 192,229	\$ 195,350	\$ 198,522	\$ 201,746	\$ 205,023	\$ 208,354	\$ 2,538,142
EXPENDITURES												
General Government ^{6,7}	\$ 2,688,391	\$ 9,841	\$ 20,075	\$ 20,476	\$ 20,886	\$ 21,303	\$ 21,730	\$ 22,164	\$ 22,607	\$ 23,060	\$ 23,521	\$ 205,662
Judicial ^{6,7}	600,122	2,197	4,481	4,571	4,662	4,756	4,851	4,948	5,047	5,148	5,250	45,909
Public Works ^{6,7}	9,274,829	33,949	69,257	70,642	72,055	73,496	74,966	76,465	77,994	79,554	81,145	709,524
Health ^{6,7}	315,094	1,153	2,353	2,400	2,448	2,497	2,547	2,598	2,650	2,703	2,757	24,105
Culture and Recreation ^{6,7}	2,092,200	7,658	15,623	15,935	16,254	16,579	16,911	17,249	17,594	17,946	18,305	160,053
Community Development ^{6,7}	1,222,086	4,473	9,126	9,308	9,494	9,684	9,878	10,075	10,277	10,482	10,692	93,490
EXPENDITURES TOTAL		\$ 59,272	\$ 120,914	\$ 123,332	\$ 125,799	\$ 128,315	\$ 130,881	\$ 133,499	\$ 136,169	\$ 138,892	\$ 141,670	\$ 1,238,743
GENERAL FUND SURPLUS/DEFICIT		\$ 375,280	\$ 406,155	\$ 62,807	\$ 63,360	\$ 63,914	\$ 64,469	\$ 65,023	\$ 65,577	\$ 66,131	\$ 66,684	\$ 1,299,399
SAVINGS FOR STREETS												
Street Replacement ⁸		\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 730,878

**APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

	<u>Year 11</u>	<u>Year 12</u>	<u>Year 13</u>	<u>Year 14</u>	<u>Year 15</u>	<u>Year 16</u>	<u>Year 17</u>	<u>Year 18</u>	<u>Year 19</u>	<u>Year 20</u>	<u>20-YEAR TOTAL</u>
GENERAL FUND											
<u>REVENUE</u>											
<u>Taxes</u>											
Ad Valorem ¹	\$ 168,756	\$ 171,338	\$ 173,960	\$ 176,621	\$ 179,323	\$ 182,067	\$ 184,853	\$ 187,681	\$ 190,552	\$ 193,468	\$ 3,290,485
Resid. Construction Tax	-	-	-	-	-	-	-	-	-	-	158,000
Subtotal	\$ 168,756	\$ 171,338	\$ 173,960	\$ 176,621	\$ 179,323	\$ 182,067	\$ 184,853	\$ 187,681	\$ 190,552	\$ 193,468	\$ 3,448,485
<u>Licenses and Permits</u>											
Business License Fees ^{2,3}	\$ 9,298	\$ 9,484	\$ 9,674	\$ 9,867	\$ 10,065	\$ 10,266	\$ 10,471	\$ 10,681	\$ 10,894	\$ 11,112	\$ 181,519
Franchise Fees ^{2,3}	26,035	26,555	27,086	27,628	28,181	28,744	29,319	29,906	30,504	31,114	508,253
Liquor License Fees ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Gaming License Fees ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Animal Licenses ^{2,3}	101	103	106	108	110	112	114	117	119	121	1,980
Passport Fees ^{2,3}	496	506	516	526	537	548	558	570	581	593	9,681
Building/Civil Permit Fees ⁴	-	-	-	-	-	-	-	-	-	-	529,803
Planning and Zoning Fees ⁵	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Fees ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Inspect. ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Other Fees ⁵	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 35,930	\$ 36,649	\$ 37,382	\$ 38,129	\$ 38,892	\$ 39,670	\$ 40,463	\$ 41,272	\$ 42,098	\$ 42,940	\$ 1,231,236
<u>Intergovernmental Revenue</u>											
Consolidated Tax ^{2,3}	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Motor Vehicle Fuel Tax ^{2,3}	3,945	4,024	4,104	4,186	4,270	4,355	4,442	4,531	4,622	4,714	77,008
RTC Shared Revenue ⁵	-	-	-	-	-	-	-	-	-	-	-
County Parks Agreement ⁵	-	-	-	-	-	-	-	-	-	-	-
County Roads Contribution ⁵	-	-	-	-	-	-	-	-	-	-	-
Other ⁵	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 3,945	\$ 4,024	\$ 4,104	\$ 4,186	\$ 4,270	\$ 4,355	\$ 4,442	\$ 4,531	\$ 4,622	\$ 4,714	\$ 77,008
<u>Fines and Forfeits</u>											
Municipal Court Revenue ^{2,3}	\$ 2,265	\$ 2,311	\$ 2,357	\$ 2,404	\$ 2,452	\$ 2,501	\$ 2,551	\$ 2,602	\$ 2,654	\$ 2,707	\$ 44,225
Miscellaneous Fees ⁵	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 2,265	\$ 2,311	\$ 2,357	\$ 2,404	\$ 2,452	\$ 2,501	\$ 2,551	\$ 2,602	\$ 2,654	\$ 2,707	\$ 44,225
<u>Miscellaneous</u>											
Interest Income ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cemetery Plot Fees ^{2,3}	45	46	47	48	49	50	51	52	53	54	880
Facility Rental Fees ^{2,3}	96	98	100	102	104	106	108	110	112	114	1,870
Donations ^{2,3}	29	30	30	31	32	32	33	34	34	35	570
Miscellaneous ^{2,3}	673	687	701	715	729	743	758	773	789	805	13,145
Subtotal	\$ 843	\$ 860	\$ 877	\$ 895	\$ 913	\$ 931	\$ 950	\$ 969	\$ 988	\$ 1,008	\$ 16,465
REVENUE TOTAL	\$ 211,740	\$ 215,181	\$ 218,680	\$ 222,236	\$ 225,850	\$ 229,524	\$ 233,259	\$ 237,056	\$ 240,915	\$ 244,837	\$ 4,817,419
<u>EXPENDITURES</u>											
General Government ^{6,7}	\$ 23,991	\$ 24,471	\$ 24,960	\$ 25,460	\$ 25,969	\$ 26,488	\$ 27,018	\$ 27,558	\$ 28,109	\$ 28,672	\$ 468,358
Judicial ^{6,7}	5,355	5,463	5,572	5,683	5,797	5,913	6,031	6,152	6,275	6,400	104,550
Public Works ^{6,7}	82,768	84,424	86,112	87,834	89,591	91,383	93,211	95,075	96,976	98,916	1,615,814
Health ^{6,7}	2,812	2,868	2,925	2,984	3,044	3,105	3,167	3,230	3,295	3,360	54,894
Culture and Recreation ^{6,7}	18,671	19,044	19,425	19,814	20,210	20,614	21,026	21,447	21,876	22,313	364,493
Community Development ^{6,7}	10,906	11,124	11,346	11,573	11,805	12,041	12,282	12,527	12,778	13,034	212,906
EXPENDITURES TOTAL	\$ 144,503	\$ 147,394	\$ 150,341	\$ 153,348	\$ 156,415	\$ 159,543	\$ 162,734	\$ 165,989	\$ 169,309	\$ 172,695	\$ 2,821,015
GF SURPLUS/DEFICIT	\$ 67,236	\$ 67,788	\$ 68,338	\$ 68,887	\$ 69,435	\$ 69,981	\$ 70,525	\$ 71,066	\$ 71,606	\$ 72,142	\$ 1,996,404
<u>SAVINGS FOR STREETS</u>											
Street Replacement ⁸	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 1,461,756

**APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

	<u>Year 21</u>	<u>Year 22</u>	<u>Year 23</u>	<u>Year 24</u>	<u>Year 25</u>	<u>Year 26</u>	<u>Year 27</u>	<u>Year 28</u>	<u>Year 29</u>	<u>Year 30</u>	<u>30-YEAR TOTAL</u>
GENERAL FUND											
<u>REVENUE</u>											
<u>Taxes</u>											
Ad Valorem ¹	\$ 196,428	\$ 199,433	\$ 202,485	\$ 205,583	\$ 208,728	\$ 211,922	\$ 215,164	\$ 218,456	\$ 221,798	\$ 225,192	\$ 5,395,673
Resid. Construction Tax	-	-	-	-	-	-	-	-	-	-	158,000
Subtotal	\$ 196,428	\$ 199,433	\$ 202,485	\$ 205,583	\$ 208,728	\$ 211,922	\$ 215,164	\$ 218,456	\$ 221,798	\$ 225,192	\$ 5,553,673
<u>Licenses and Permits</u>											
Business License Fees ^{2,3}	\$ 11,334	\$ 11,561	\$ 11,792	\$ 12,028	\$ 12,269	\$ 12,514	\$ 12,764	\$ 13,020	\$ 13,280	\$ 13,546	\$ 305,627
Franchise Fees ^{2,3}	31,736	32,371	33,018	33,679	34,352	35,039	35,740	36,455	37,184	37,928	855,754
Liquor License Fees ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Gaming License Fees ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Animal Licenses ^{2,3}	124	126	129	131	134	137	139	142	145	148	3,334
Passport Fees ^{2,3}	604	617	629	641	654	667	681	694	708	722	16,300
Building/Civil Permit Fees ⁴	-	-	-	-	-	-	-	-	-	-	529,803
Planning and Zoning Fees ⁵	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Fees ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Inspect. ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Other Fees ⁵	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 43,799	\$ 44,675	\$ 45,568	\$ 46,479	\$ 47,409	\$ 48,357	\$ 49,324	\$ 50,311	\$ 51,317	\$ 52,343	\$ 1,710,819
<u>Intergovernmental Revenue</u>											
Consolidated Tax ^{2,3}	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Motor Vehicle Fuel Tax ^{2,3}	4,809	4,905	5,003	5,103	5,205	5,309	5,415	5,523	5,634	5,747	129,660
RTC Shared Revenue ⁵	-	-	-	-	-	-	-	-	-	-	-
County Parks Agreement ⁵	-	-	-	-	-	-	-	-	-	-	-
County Roads Contribution ⁵	-	-	-	-	-	-	-	-	-	-	-
Other ⁵	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 4,809	\$ 4,905	\$ 5,003	\$ 5,103	\$ 5,205	\$ 5,309	\$ 5,415	\$ 5,523	\$ 5,634	\$ 5,747	\$ 129,660
<u>Fines and Forfeits</u>											
Municipal Court Revenue ^{2,3}	\$ 2,761	\$ 2,817	\$ 2,873	\$ 2,930	\$ 2,989	\$ 3,049	\$ 3,110	\$ 3,172	\$ 3,235	\$ 3,300	\$ 74,462
Miscellaneous Fees ⁵	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 2,761	\$ 2,817	\$ 2,873	\$ 2,930	\$ 2,989	\$ 3,049	\$ 3,110	\$ 3,172	\$ 3,235	\$ 3,300	\$ 74,462
<u>Miscellaneous</u>											
Interest Income ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cemetery Plot Fees ^{2,3}	55	56	57	58	59	61	62	63	64	66	1,482
Facility Rental Fees ^{2,3}	117	119	121	124	126	129	132	134	137	140	3,149
Donations ^{2,3}	36	36	37	38	39	39	40	41	42	43	959
Miscellaneous ^{2,3}	821	837	854	871	888	906	924	943	962	981	22,133
Subtotal	\$ 1,028	\$ 1,049	\$ 1,070	\$ 1,091	\$ 1,113	\$ 1,135	\$ 1,158	\$ 1,181	\$ 1,205	\$ 1,229	\$ 27,723
REVENUE TOTAL	\$ 248,825	\$ 252,878	\$ 256,998	\$ 261,186	\$ 265,444	\$ 269,772	\$ 274,171	\$ 278,643	\$ 283,189	\$ 287,811	\$ 7,496,337
<u>EXPENDITURES</u>											
General Government ^{6,7}	\$ 29,245	\$ 29,830	\$ 30,427	\$ 31,035	\$ 31,656	\$ 32,289	\$ 32,935	\$ 33,593	\$ 34,265	\$ 34,951	\$ 788,583
Judicial ^{6,7}	6,528	6,659	6,792	6,928	7,066	7,208	7,352	7,499	7,649	7,802	176,033
Public Works ^{6,7}	100,894	102,912	104,970	107,070	109,211	111,395	113,623	115,896	118,214	120,578	2,720,577
Health ^{6,7}	3,428	3,496	3,566	3,637	3,710	3,784	3,860	3,937	4,016	4,096	92,426
Culture and Recreation ^{6,7}	22,760	23,215	23,679	24,153	24,636	25,128	25,631	26,144	26,666	27,200	613,703
Community Development ^{6,7}	13,294	13,560	13,831	14,108	14,390	14,678	14,971	15,271	15,576	15,888	358,473
EXPENDITURES TOTAL	\$ 176,149	\$ 179,672	\$ 183,265	\$ 186,931	\$ 190,669	\$ 194,483	\$ 198,372	\$ 202,340	\$ 206,386	\$ 210,514	\$ 4,749,796
GF SURPLUS/DEFICIT	\$ 72,676	\$ 73,206	\$ 73,733	\$ 74,256	\$ 74,775	\$ 75,289	\$ 75,799	\$ 76,304	\$ 76,803	\$ 77,297	\$ 2,746,540
<u>SAVINGS FOR STREETS</u>											
Street Replacement ⁸	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 2,192,634

**APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS**

	<u>Year 31</u>	<u>Year 32</u>	<u>Year 33</u>	<u>Year 34</u>	<u>Year 35</u>	<u>Year 36</u>	<u>Year 37</u>	<u>Year 38</u>	<u>Year 39</u>	<u>Year 40</u>	<u>40-YEAR TOTAL</u>
GENERAL FUND											
<u>REVENUE</u>											
<u>Taxes</u>											
Ad Valorem ¹	\$ 228,637	\$ 232,135	\$ 235,687	\$ 239,293	\$ 242,954	\$ 246,672	\$ 250,446	\$ 254,277	\$ 258,168	\$ 262,118	\$ 7,846,061
Resid. Construction Tax	-	-	-	-	-	-	-	-	-	-	158,000
Subtotal	\$ 228,637	\$ 232,135	\$ 235,687	\$ 239,293	\$ 242,954	\$ 246,672	\$ 250,446	\$ 254,277	\$ 258,168	\$ 262,118	\$ 8,004,061
<u>Licenses and Permits</u>											
Business License Fees ^{2,3}	\$ 13,816	\$ 14,093	\$ 14,375	\$ 14,662	\$ 14,955	\$ 15,255	\$ 15,560	\$ 15,871	\$ 16,188	\$ 16,512	\$ 456,913
Franchise Fees ^{2,3}	38,686	39,460	40,249	41,054	41,875	42,713	43,567	44,438	45,327	46,234	1,279,357
Liquor License Fees ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Gaming License Fees ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Animal Licenses ^{2,3}	151	154	157	160	163	166	170	173	177	180	4,985
Passport Fees ^{2,3}	737	752	767	782	798	814	830	846	863	881	24,369
Building/Civil Permit Fees ⁴	-	-	-	-	-	-	-	-	-	-	529,803
Planning and Zoning Fees ⁵	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Fees ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Public Works/Civil Inspect. ^{2,3}	-	-	-	-	-	-	-	-	-	-	-
Other Fees ⁵	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 53,390	\$ 54,458	\$ 55,547	\$ 56,658	\$ 57,791	\$ 58,947	\$ 60,126	\$ 61,329	\$ 62,555	\$ 63,806	\$ 2,295,427
<u>Intergovernmental Revenue</u>											
Consolidated Tax ^{2,3}	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Motor Vehicle Fuel Tax ^{2,3}	5,862	5,979	6,098	6,220	6,345	6,472	6,601	6,733	6,868	7,005	193,842
RTC Shared Revenue ⁵	-	-	-	-	-	-	-	-	-	-	-
County Parks Agreement ⁵	-	-	-	-	-	-	-	-	-	-	-
County Roads Contribution ⁵	-	-	-	-	-	-	-	-	-	-	-
Other ⁵	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 5,862	\$ 5,979	\$ 6,098	\$ 6,220	\$ 6,345	\$ 6,472	\$ 6,601	\$ 6,733	\$ 6,868	\$ 7,005	\$ 193,842
<u>Fines and Forfeits</u>											
Municipal Court Revenue ^{2,3}	\$ 3,366	\$ 3,434	\$ 3,502	\$ 3,572	\$ 3,644	\$ 3,717	\$ 3,791	\$ 3,867	\$ 3,944	\$ 4,023	\$ 111,321
Miscellaneous Fees ⁵	-	-	-	-	-	-	-	-	-	-	-
Subtotal	\$ 3,366	\$ 3,434	\$ 3,502	\$ 3,572	\$ 3,644	\$ 3,717	\$ 3,791	\$ 3,867	\$ 3,944	\$ 4,023	\$ 111,321
<u>Miscellaneous</u>											
Interest Income ⁵	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cemetery Plot Fees ^{2,3}	67	68	70	71	73	74	75	77	78	80	2,215
Facility Rental Fees ^{2,3}	142	145	148	151	154	157	160	164	167	170	4,708
Donations ^{2,3}	43	44	45	46	47	48	49	50	51	52	1,434
Miscellaneous ^{2,3}	1,001	1,021	1,041	1,062	1,083	1,105	1,127	1,149	1,172	1,196	33,089
Subtotal	\$ 1,253	\$ 1,278	\$ 1,304	\$ 1,330	\$ 1,357	\$ 1,384	\$ 1,411	\$ 1,440	\$ 1,468	\$ 1,498	\$ 41,446
REVENUE TOTAL	\$ 292,509	\$ 297,284	\$ 302,139	\$ 307,074	\$ 312,091	\$ 317,191	\$ 322,375	\$ 327,645	\$ 333,003	\$ 338,450	\$ 10,646,097
<u>EXPENDITURES</u>											
General Government ^{6,7}	\$ 35,650	\$ 36,363	\$ 37,090	\$ 37,832	\$ 38,588	\$ 39,360	\$ 40,147	\$ 40,950	\$ 41,769	\$ 42,605	\$ 1,178,936
Judicial ^{6,7}	7,958	8,117	8,279	8,445	8,614	8,786	8,962	9,141	9,324	9,510	263,171
Public Works ^{6,7}	122,989	125,449	127,958	130,517	133,128	135,790	138,506	141,276	144,102	146,984	4,067,277
Health ^{6,7}	4,178	4,262	4,347	4,434	4,523	4,613	4,705	4,800	4,896	4,993	138,178
Culture and Recreation ^{6,7}	27,744	28,299	28,865	29,442	30,031	30,631	31,244	31,869	32,506	33,156	917,489
Community Development ^{6,7}	16,206	16,530	16,860	17,197	17,541	17,892	18,250	18,615	18,987	19,367	535,920
EXPENDITURES TOTAL	\$ 214,725	\$ 219,019	\$ 223,399	\$ 227,867	\$ 232,425	\$ 237,073	\$ 241,815	\$ 246,651	\$ 251,584	\$ 256,616	\$ 7,100,970
GF SURPLUS/DEFICIT	\$ 77,784	\$ 78,265	\$ 78,739	\$ 79,207	\$ 79,666	\$ 80,117	\$ 80,560	\$ 80,995	\$ 81,419	\$ 81,834	\$ 3,545,128
<u>SAVINGS FOR STREETS</u>											
Street Replacement ⁸	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 73,088	\$ 2,923,512

APPENDIX 3
CITY OF FERNLEY
COMPARISON OF ESTIMATED REVENUE TO ESTIMATED COSTS

APPENDIX 3, ASSUMPTIONS:**REVENUES**

- 1 See Appendix 4 for real property tax revenue estimates.
- 2 Average Cost Method (ACM): Revenues are calculated based on estimated FY 2022-23 City of Fernley per capita revenue, inflated by **2%** annually and applied to estimated annual residential population generated by the development (Appendix 2). Per capita revenue is calculated by dividing estimated FY 2022-23 revenues for each source by City of Fernley FY 2022-23 population of **21,105**
Source: City of Fernley Budget FY 2023-24.
- 3 Analysis assumes a portion of revenue is generated by City residents and will be impacted by the project.

Business Licenses and Other Fees	50%
Franchise Fees	75%
Liquor Licenses, Gaming Licenses, Public Works/Civil Fees	0%
Gas Taxes	50%
Other Intergovernmental*	0%
Fines and Forfeitures/Miscellaneous	50%
Animal Licenses/Passport Fees	100%

not included in Verdunity report, assumption by EEC
Source: "Development Fiscal Impact Analysis Tool Methodology and Instructions." Verdunity, July 19, 2021.
Though Lyon County has removed its "guaranteed" sales tax status since the Verdunity report, additional sales tax and other CTax revenue generated by the project for the City is not expected to be significant due to the low ratio of CTax revenue received by the City.
- 4 See Appendix 5 for building permit and plan review fee revenue calculations and assumptions.
- 5 The project may have an impact on this revenue source, but the impact is difficult to estimate or is expected to be minimal.

EXPENDITURES

- 6 Average Cost Method (ACM): Some direct costs are calculated based on estimated FY 2022-23 City of Fernley per capita costs, inflated by **2.0%** annually and applied to estimated annual residential population generated by the development. Per capita costs are calculated by dividing estimated FY 2022-23 costs for each source by City of Fernley FY 2022-23 population of **21,105**
Source: City of Fernley Budget FY 2023-24.
- 7 The portion of each General Fund department's cost associated with the residential development is estimated at **39.6%** of total FY 2022-23 cost, based on the City's residential acres (5,747) to total cost-producing acres (14,517), excluding vacant land, mining, parks, and special purpose space.
Source: Methodology from "Development Fiscal Impact Analysis Tool Methodology and Instructions." Verdunity, July 19, 2021.
Acreage from Lyon County Assessor's Office website, FY2024.
- 8 The project is estimated to add **243,626** square feet of roadways to the City's inventory.
Road maintenance costs, according to the Verdunity report, are included in above General Fund cost estimates. Costs for road replacement are not provided in Verdunity report and are estimated using average annualized City of Sparks and Reno costs of **\$0.30** per square foot. Over the 40-year analysis period, infrastructure replacement costs are estimated at **\$ 2,923,512**
Street Replacement Costs show total replacement cost divided by 40 years of analysis and shown in every year of the analysis.

**APPENDIX 4
CITY OF FERNLEY
ESTIMATED PROPERTY TAX REVENUE**

<u>YEAR</u>	<u>LAND USE</u>	<u>ANNUAL INCREMENTAL TAXABLE VALUE OF</u>		<u>CUMULATIVE TAXABLE VALUE</u>	<u>PROPERTY TAX REVENUE</u>
		<u>LAND</u>	<u>IMPROVS.</u>		
Year 1	Single Family	\$ 9,030,486	\$ 21,420,394	\$ 30,916,778	\$ 73,019
Year 2	Single Family	9,085,000	21,850,847	62,325,651	147,201
Year 3	Single Family	-	-	63,279,234	149,453
Year 4	Single Family	-	-	64,247,406	151,740
Year 5	Single Family	-	-	65,230,391	154,061
Year 6	Single Family	-	-	66,228,416	156,418
Year 7	Single Family	-	-	67,241,711	158,811
Year 8	Single Family	-	-	68,270,509	161,241
Year 9	Single Family	-	-	69,315,048	163,708
Year 10	Single Family	-	-	70,375,568	166,213
10-Year Subtotal		\$ 18,115,486	\$ 43,271,240	\$	1,481,866
Year 11	Single Family	-	-	71,452,315	168,756
Year 12	Single Family	-	-	72,545,535	171,338
Year 13	Single Family	-	-	73,655,482	173,960
Year 14	Single Family	-	-	74,782,411	176,621
Year 15	Single Family	-	-	75,926,581	179,323
Year 16	Single Family	-	-	77,088,258	182,067
Year 17	Single Family	-	-	78,267,709	184,853
Year 18	Single Family	-	-	79,465,204	187,681
Year 19	Single Family	-	-	80,681,022	190,552
Year 20	Single Family	-	-	81,915,442	193,468
20-Year Subtotal		\$ 18,115,486	\$ 43,271,240	\$	3,290,485
Year 21	Single Family	-	-	83,168,748	196,428
Year 22	Single Family	-	-	84,441,230	199,433
Year 23	Single Family	-	-	85,733,181	202,485
Year 24	Single Family	-	-	87,044,898	205,583
Year 25	Single Family	-	-	88,376,685	208,728
Year 26	Single Family	-	-	89,728,849	211,922
Year 27	Single Family	-	-	91,101,700	215,164
Year 28	Single Family	-	-	92,495,556	218,456
Year 29	Single Family	-	-	93,910,738	221,798
Year 30	Single Family	-	-	95,347,572	225,192

**APPENDIX 4
CITY OF FERNLEY
ESTIMATED PROPERTY TAX REVENUE**

<u>YEAR</u>	<u>LAND USE</u>	<u>ANNUAL INCREMENTAL TAXABLE VALUE OF</u>		<u>CUMULATIVE TAXABLE VALUE</u>	<u>PROPERTY TAX REVENUE</u>
		<u>LAND</u>	<u>IMPROVS.</u>		
Year 31	Single Family	-	-	96,806,390	228,637
Year 32	Single Family	-	-	98,287,528	232,135
Year 33	Single Family	-	-	99,791,327	235,687
Year 34	Single Family	-	-	101,318,134	239,293
Year 35	Single Family	-	-	102,868,302	242,954
Year 36	Single Family	-	-	104,442,187	246,672
Year 37	Single Family	-	-	106,040,152	250,446
Year 38	Single Family	-	-	107,662,567	254,277
Year 39	Single Family	-	-	109,309,804	258,168
Year 40	Single Family	-	-	110,982,244	262,118
40-Year Subtotal		\$ 18,115,486	\$ 43,271,240	\$	7,846,061

APPENDIX 4, ASSUMPTIONS:

1. City of Fernley FY 2023-24 property tax rate of \$ **0.6748** is assumed to remain unchanged over the analysis period.
2. Project's taxable value of land and improvements prior to development of \$ **484,967** is deducted from Land Value estimated in Appendix 1 in Year 1 to arrive at incremental land value resulting from development of the project.
Source: Lyon County Assessor's website.
3. Property tax calculation: Taxable X 35% = Assessed Value; Assessed Value/100 X Tax Rate = Property Tax Revenue.
4. Residential land and improvement values are estimated to increase **1.5%** per year.

**APPENDIX 5
CITY OF FERNLEY
ESTIMATED BUILDING PERMIT AND IMPACT FEE REVENUE**

<u>YEAR</u>	<u>LAND USE</u>	<u># OF UNITS BUILT</u>	<u>CONSTR. VALUE PER UNIT</u>	<u>BUILDING PERMIT FEE</u>	<u>PLAN CHECK FEE</u>
Year 1	Single Family	79	\$ 276,593	\$ 160,546	\$ 104,355
Year 2	Single Family	79	276,593	160,546	104,355
TOTAL		158		\$ 321,093	\$ 208,710

APPENDIX 5, ASSUMPTIONS:

1. Construction Valuation is calculated in Appendix 1 as Improvement Value.

2. Building permit fee calculation:

\$ **1,018.59** per first \$ **100,000** plus \$ **5.74**
for each additional \$**1,000** up to \$500,000.

Source: Building Permit Fee Schedule (BPFS), City of Fernley, June 2020.

3. Plan Check fee revenue calculated at **65.0%** of building permit revenue.

Source: Building Permit Fee Schedule (BPFS), City of Fernley, June 2020.

TENTATIVE MAP FOR Yori Single Family



Yori Single Family

Cover Sheet

LEGEND

A.C. PAVEMENT AREA

CONCRETE AREA

PROPOSED UTILITY LINE W. DESCRIPTION

EXISTING UTILITY LINE W. DESCRIPTION

FIRE HYDRANT ASSEMBLY (EXISTING/PROPOSED)

FLUSH VALVE ASSEMBLY (EXISTING/PROPOSED)

DUAL/SINGLE WATER SERVICE (EXISTING/PROPOSED)

AIR RELEASE VALVE ASSEMBLY (EXISTING/PROPOSED)

WATER MAIN TEE W. GATE VALVES & THRUST BLOCK

BACKFLOW PREVENTION ASSEMBLY

ELBOW W. THRUST BLOCK

MANHOLE W. DESCRIPTION (EXISTING/PROPOSED)

CLEANOUT (EXISTING/PROPOSED)

SANITARY SEWER LATERAL

CATCH BASIN/DROP INLET

YARD DRAIN

DIRECTIONAL FLOW LINE

GRADE BREAK

PROPOSED CONTOUR LINE

EXISTING CONTOUR LINE

ACCESSIBLE PARKING SPACE W. SIGN & PAVEMENT MARKINGS

PEDESTRIAN ACCESS RAMP

ACCESSIBLE ROUTE

INLET PROTECTION

FIBER ROLL (SC-1)

SILT FENCE (SC-5)

CONSTRUCTION ENTRANCE (SC-8)

REVEGETATION (EC-8)

RIPRAP (EC-7)

SOLID WASTE MANAGEMENT (GM-3)

STREET SURFACE CLEANING (GM-5)

VEHICLE & EQUIPMENT CLEANING (GM-7)

VEHICLE & EQUIPMENT FUELING (GM-8)

CONCRETE WASHOUT (GM-9)

MATERIAL DELIVERY & STORAGE (GM-10)

SANITARY WASTE MANAGEMENT (GM-14)

KEYNOTE (REF. CORRESPONDING LEGEND)

SPOT ELEVATION (EXISTING) ~ PROPOSED

FLOW DIRECTION ARROW

DRAINAGE BASIN CHARACTERISTICS

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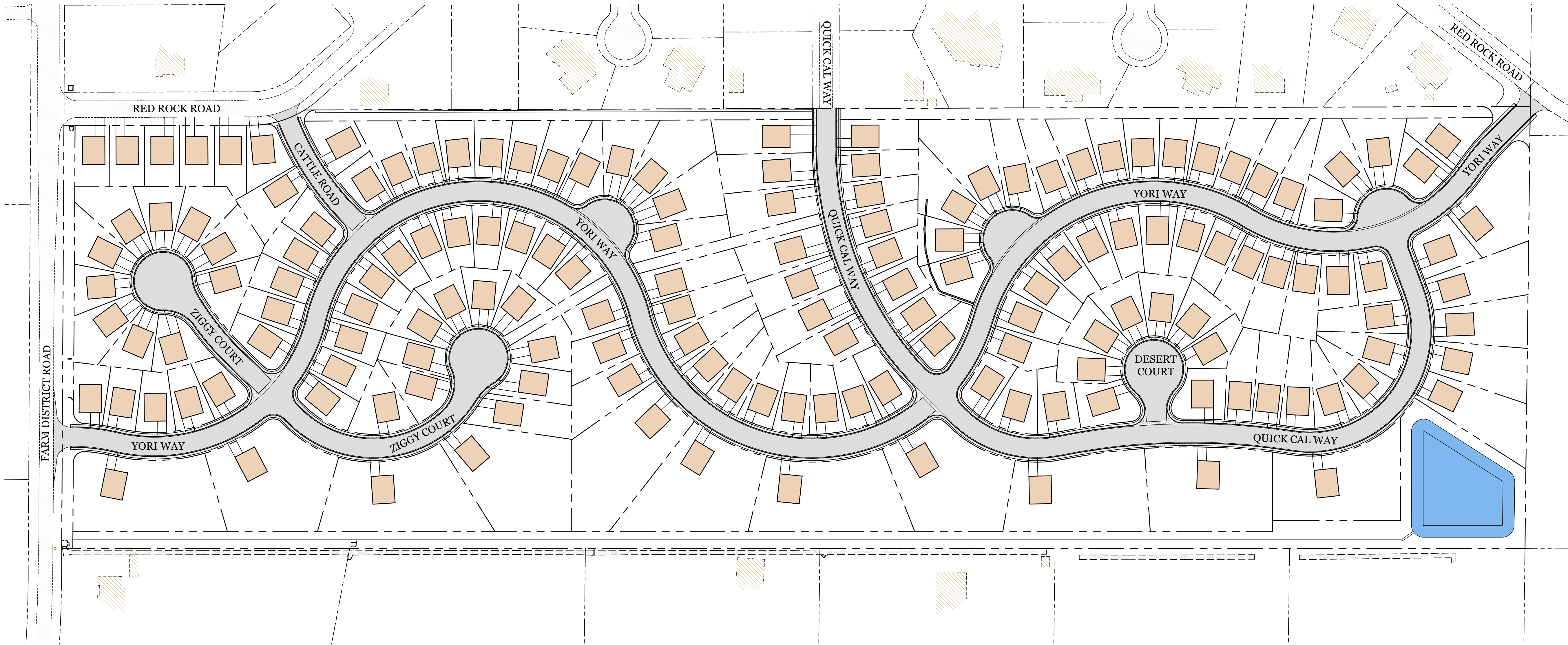
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OVERALL SITE PLAN
SCALE: 1"=100'

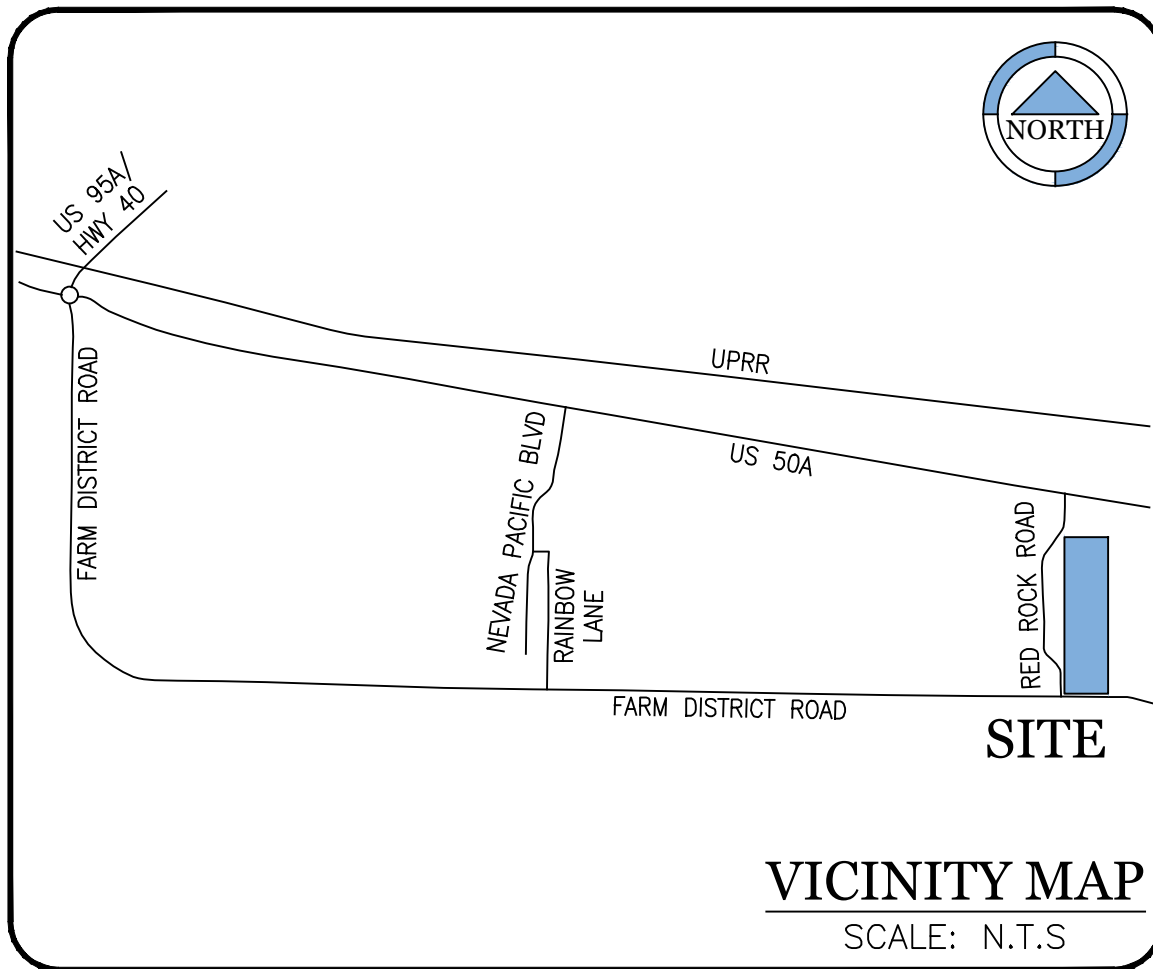


GENERAL NOTES

- THESE PLANS ARE FOR TENTATIVE MAP PURPOSES ONLY AND ARE NOT FOR CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL REQUIRED PERMITTING IS OBTAINED PRIOR TO COMMENCEMENT OF CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO, DEMOLITION, ENCROACHMENT, BUILDING, GRADING, AND TRAFFIC CONTROL PERMITS.
- UNLESS SPECIFICALLY PERMITTED OTHERWISE, CONSTRUCTION HOURS SHALL BE LIMITED TO BETWEEN THE HOURS OF 7:00 AM AND 6:00 PM MONDAY THROUGH FRIDAY AND BETWEEN THE HOURS OF 8:00 AM AND 6:00 PM ON SATURDAY. THERE SHALL BE NO CONSTRUCTION ON SUNDAY EXCLUDING DUST CONTROL AND STORM WATER POLLUTION PREVENTION PLAN MEASURES.
- ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) AND THE STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION (SDPWC), AS ADOPTED BY THE CITY OF FERNLEY, AND SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. ALL SPECIFICATIONS REFERENCED HEREIN REFER TO THE SSPWC UNLESS INDICATED OTHERWISE.
- ALL QUANTITIES INDICATED IN THESE PLANS ARE APPROXIMATE AND INTENDED FOR PERMITTING & BONDING PURPOSES ONLY. THE CONTRACTOR SHALL PREPARE AN INDEPENDENT ESTIMATE FOR BIDDING & CONSTRUCTION PURPOSES.

ABBREVIATIONS

- | | | | | | |
|-----------------|----------------------------|------|----------------------------|------------------|--------------------------------|
| AC | ASPHALT CONCRETE | GB | GRADE BREAK | PUE | PUBLIC UTILITY EASEMENT |
| AGG | AGGREGATE | GF | GARAGE FLOOR ELEVATION | PVC | POLYVINYL CHLORIDE |
| BC | BEGIN CURVE | GV | GATE VALVE | PVI | POINT OF VERTICAL INTERSECTION |
| BFC | BACK FACE OF CURB | HC | HANDICAPPED | Q ₅ | FIVE YEAR FLOW RATE |
| BVC | BEGIN VERTICAL CURVE | HP | HIGH POINT | Q ₁₀₀ | ONE HUNDRED YEAR FLOW RATE |
| BW | BOTTOM OF WALL | IE | INVERT ELEVATION | Q _{cap} | CAPACITY FLOW RATE |
| CL ₁ | CENTERLINE | IN | INCH | R | RADIUS |
| CB | CATCH BASIN | INT | INTERSECTION | REF | REFERENCE |
| CFS | CUBIC FEET PER SECOND | IRR | IRRIGATION | RJ | RESTRAINED JOINT |
| CO | CLEAN OUT | L | LENGTH | RP | RADIUS POINT |
| CONC | CONCRETE | LAT | LATERAL | RT | RIGHT |
| CONST | CONSTRUCT | LF | LINEAR FEET | RW | RIGHT-OF-WAY |
| COORD | COORDINATE | LP | LOW POINT | S | SLOPE |
| DET | DETAIL | LT | LEFT | SCH | SCHEDULE |
| DI | DROP INLET | MAX | MAXIMUM | SD | STORM DRAIN |
| DIP | DUCTILE IRON PIPE | MD | MAXIMUM DRY DENSITY | SF | SQUARE FOOT |
| DOM | DOMESTIC | MH | MANHOLE | SS | SANITARY SEWER |
| E | EXISTING | MIN | MINIMUM | STA | STATION |
| EC | EXISTING GRADE | MISC | MISCELLANEOUS | STD | STANDARD |
| ELEV | ELEVATION | NPWL | NON POTABLE WATER LINE | SW | SIDEWALK |
| END | END CURVE | NTS | NOT TO SCALE | T | TANGENT |
| FDC | FIRE DEPARTMENT CONNECTION | OD | OUTSIDE DIAMETER | TB | THRUST BLOCK |
| FF | FINISHED FLOOR ELEVATION | P | PROPOSED | TC | TOP OF CURB |
| FG | FRONT FACE OF CURB | PAD | PAD GRADE | TOE | TOE OF SLOPE |
| PI | POINT OF INTERSECTION | PC | PORTLAND CEMENT CONCRETE | TOP | TOP OF SLOPE |
| PL | POST INDICATOR VALVE | PI | POINT OF INTERSECTION | TW | TOP OF WALL |
| PL ₁ | PROPERTY LINE | PL | POST INDICATOR VALVE | TY | TYPICAL |
| PL ₂ | PROPERTY LINE | PL | POST INDICATOR VALVE | V | VELOCITY |
| PL ₃ | PROPERTY LINE | PO | PUSH ON | W | WATER |
| FT | FOOT | PRC | POINT OF REVERSE CURVATURE | YD | YARD DRAIN |



BASIS OF BEARINGS

NEVADA STATE PLANE COORDINATE SYSTEM, WEST ZONE GRID, NAD 83/94 HARN, PER SURVEY MONUMENTS AS SHOWN. ALL COORDINATES AND DISTANCES ARE GROUND VALUES. TO OBTAIN GRID COORDINATES, DIVIDE THE GROUND COORDINATES SHOWN HEREON BY THE NEVADA DEPARTMENT OF TRANSPORTATION CONTROL POINT NO. 1367009. ESTABLISHED COMBINED FACTOR OF 1.000045. BEARINGS ARE ROTATED 0°5'35" CLOCKWISE.

BASIS OF ELEVATION

BENCHMARK: NDOT CONTROL POINT NO. 1367009 FND NDOT STANDARD FENO AND PLYOCROC WITH 2" ALUMINUM CAP STAMPED "1367009M 2014" PUBLISHED ELEVATION OF 4159.00' NAVD 1988

SERVICE PROVIDERS	
DOMESTIC WATER	CITY OF FERNLEY
IRRIGATION WATER	CITY OF FERNLEY
SANITARY SEWER	CITY OF FERNLEY
STORM DRAIN	CITY OF FERNLEY
NATURAL GAS	SOUTHWEST GAS
ELECTRICITY	NV ENERGY
TELECOMMUNICATIONS	CHARTER COMMUNICATIONS
FIRE	NORTH LYON COUNTY FIRE PROTECTION DISTRICT
POLICE	LYON COUNTY SHERIFF'S OFFICE

DESIGN TEAM	
OWNER	1903 TRUST, LAWRENCE G YORI, TRUSTEE 3240 FARM DISTRICT ROAD FERNLEY, NV 89408
PLANNER	KLS PLANNING & DESIGN GROUP ATTN: JOHN KIMPOTIC 201 W. LIBERTY STREET, SUITE 30 RENO, NV 89501
SURVEYOR	MERIDIAN SURVEYING & MAPPING, INC. 8725 TECHNOLOGY WAY RENO, NV 89521 775.680.4194
CIVIL ENGINEER	MONTE VISTA CONSULTING, LTD. 575 E. PLUMB LANE, SUITE 101 RENO, NV 89502 775.636.7905
LANDSCAPE ARCHITECT	TREEHUGGER STUDIO, LLC 140 WEST GUFFEY DRIVE WASHOE VALLEY, NV 89704 775.530.0665

CIVIL SHEET INDEX	
C1.0	COVER SHEET
C2.0	EXISTING CONDITIONS & DEMOLITION PLAN
C3.0	GEOMETRIC SITE PLAN
C3.1	GEOMETRIC SITE PLAN
C4.1	SITE & UTILITY PLAN
C4.2	SITE & UTILITY PLAN
C5.1	GRADING PLAN
C5.2	GRADING PLAN
C5.3	CROSS SECTIONS
C6.0	DRAINAGE PLAN

3240 Farm District Road
APN: 021-343-20
City of Fernley, Nevada

Project # 23-052
Drawn HBA
Checked MWV
Date 6.12.2024
Revisions



C1.0

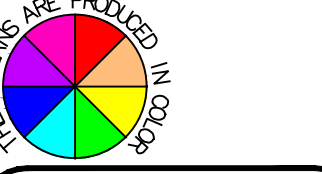
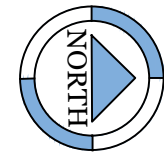
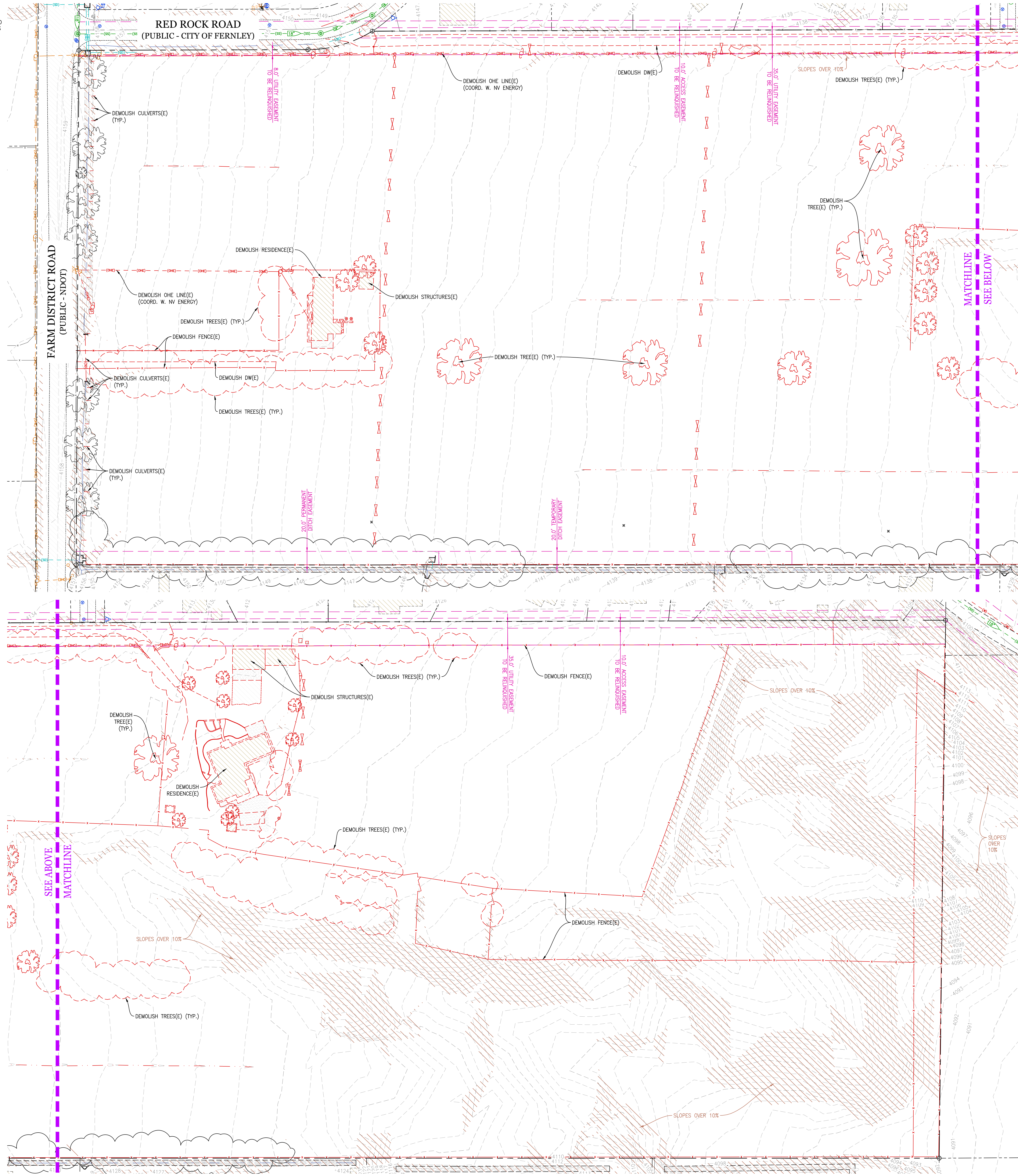
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DEMOLITION LEGEND

- (UTILITY)-- EXISTING UTILITY LINE W. DESCRIPTION
- FIRE HYDRANT ASSEMBLY
- FLUSH VALVE ASSEMBLY
- DUAL/SINGLE WATER SERVICE
- AIR RELEASE VALVE ASSEMBLY
- WATER MAIN TEE W. GATE VALVES
- BACKFLOW PREVENTION ASSEMBLY
- ELBOW
- MANHOLE W. DESCRIPTION
- CLEANOUT
- CATCH BASIN/DROP INLET
- 4900 EXISTING CONTOUR LINE

EXISTING CONDITION NOTES

1. UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THE PLANS. THE LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE ONLY AND ARE BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THIS INFORMATION IS NOT TO BE RELIED UPON AS EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY ACTUAL LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. SHOULD THE CONTRACTOR DISCOVER ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THE INFORMATION SHOWN ON THESE DRAWINGS, THEY SHALL NOTIFY MVC BEFORE PROCEEDING WITH CONSTRUCTION.
2. ALL EXISTING ONSITE STRUCTURES AND ASSOCIATED SITE IMPROVEMENTS INCLUDING BUT NOT LIMITED TO CONCRETE FLATWORK, DRIVEWAY APRONS, WALKWAYS, LANDSCAPING AND UTILITY SERVICES SHALL BE DEMOLISHED. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH ALL UTILITY SERVICE PROVIDERS.
3. ANY DEMOLITION RESULTING IN GRADES STEEPER THAN 3:1 SHALL BE TEMPORARILY GRADED TO A 3:1 MAX SLOPE & COMPACTED TO 85% M.D.D UNTIL FINAL GRADING ACTIVITIES COMMENCE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER REMOVAL AND DISPOSAL OF ALL ONSITE DEBRIS AND MATERIALS WITHIN THE LIMITS OF CONSTRUCTION.



Parcel Table		
Parcel #	Area	Description
1	6889	Residential
2	6889	Residential
3	6889	Residential
4	6889	Residential
5	6962	Residential
6	7107	Residential
7	8588	Residential
8	6687	Residential
9	6159	Residential
10	6159	Residential
11	6159	Residential
12	6749	Residential
13	7891	Residential
14	8768	Residential
15	8837	Residential
16	7067	Residential
17	10153	Residential

Parcel Table		
Parcel #	Area	Description
18	7939	Residential
19	6446	Residential
20	9152	Residential
21	6996	Residential
22	7246	Residential
23	6428	Residential
24	6525	Residential
25	6455	Residential
26	6404	Residential
27	6324	Residential
28	6341	Residential
29	6125	Residential
30	6051	Residential
31	6005	Residential
32	6022	Residential
33	6014	Residential
34	6135	Residential

Parcel Table		
Parcel #	Area	Description
35	6115	Residential
36	6192	Residential
37	6120	Residential
38	6221	Residential
39	6733	Residential
40	6965	Residential
41	7683	Residential
42	10971	Residential
43	10468	Residential
44	7531	Residential
45	7562	Residential
46	6564	Residential
47	6399	Residential
48	6536	Residential
49	6730	Residential
50	6833	Residential
51	7216	Residential

Parcel Table		
Parcel #	Area	Description
52	8894	Residential
53	7153	Residential
54	6141	Residential
55	8417	Residential
56	6782	Residential
57	6300	Residential
58	6300	Residential
59	6565	Residential
60	8003	Residential
61	7565	Residential
62	9206	Residential
63	14272	Residential
64	11940	Residential
65	9445	Residential
66	9542	Residential
67	8833	Residential
68	8416	Residential

Parcel Table		
Parcel #	Area	Description
69	8205	Residential
70	7690	Residential
71	6760	Residential
72	6736	Residential
73	6651	Residential
74	6613	Residential
75	7052	Residential
76	8419	Residential
77	10047	Residential
78	9868	Residential
79	9222	Residential
80	10840	Residential
81	10719	Residential
82	10778	Residential
83	7748	Residential
84	7094	Residential
85	6851	Residential

Parcel Table		
Parcel #	Area	Description
86	6389	Residential
87	6092	Residential
88	6092	Residential
89	6092	Residential
90	6977	Residential
91	7698	Residential
92	7283	Residential
93	10606	Residential
94	15554	Residential
95	9378	Residential
96	9012	Residential
97	7818	Residential
98	6586	Residential
99	6278	Residential
100	6278	Residential
101	6916	Residential
102	8436	Residential

Parcel Table		
Parcel #	Area	Description
103	8879	Residential
104	8401	Residential
105	6742	Residential
106	9785	Residential
107	9509	Residential
108	7123	Residential
109	8555	Residential
110	18933	Residential
111	8154	Residential
112	13901	Residential
113	12714	Residential
114	13349	Residential
115	16705	Residential
116	6169	Residential
117	6150	Residential
118	8861	Residential
119	8943	Residential

Parcel Table		
Parcel #	Area	Description
120	7704	Residential
121	6785	Residential
122	6941	Residential
123	6993	Residential
124	6869	Residential
125	7023	Residential
126	6860	Residential
127	7007	Residential
128	6864	Residential
129	6685	Residential
130	6299	Residential
131	7721	Residential
132	7292	Residential
133	7823	Residential
134	6472	Residential
135	7425	Residential
136	7425	Residential

Parcel Table		
Parcel #	Area	Description
137	7425	Residential
138	7425	Residential
139	6129	Residential
140	7715	Residential
141	8080	Residential
142	8591	Residential
143	7985	Residential
144	7518	Residential
145	7531	Residential
146	7562	Residential
147	7857	Residential
148	30340	Residential
149	33776	Residential
150	33776	Residential
151	33683	Residential
152	33870	Residential
153	33776	Residential

Parcel Table		
Parcel #	Area	Description
154	33776	Residential
155	34670	Residential
156	34670	Residential
157	34670	Residential
158	34670	Residential
159	123810	Buffer/Common Area
160	4304	Utilities
161	6868	Utilities
162	23392	Buffer
163	18175	Buffer
164	366550	ROW

SITE ANALYSIS		
AREA	2,070,442 S.F. (47.53 AC)	
ZONING	RR1/2 (SFE PROPOSED)	
MASTER PLAN	SINGLE FAMILY RESIDENTIAL	
RIGHT-OF-WAY	366,550 S.F. (8.41 AC)	
COMMON AREA	176,549 S.F. (4.05 AC)	
LOT AREA	1,327,343 S.F. (30.06 AC)	
RESIDENTIAL LOTS	158	
DENSITY	3.3 LOTS/AC	
SMALLEST	6,009 S.F. (0.14 AC)	
LARGEST	34,670 S.F. (0.80 AC)	
AVERAGE	9,867 S.F. (0.22 AC)	



MONTE VISTA CONSULTING
575 E. Plumb Lane #101
Reno, NV 89502
775-636-7905
montevistaconsulting.com



Yori Single Family

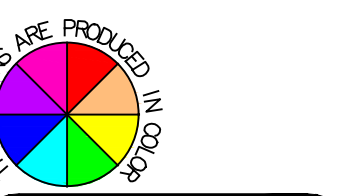
Geometric Plan

3240 Farm District Road
APN: 021-343-20
City of Fernley, Nevada

Project # 23-052
Drawn HBA
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Revisions

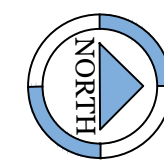


June 12, 2024



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3 of 10

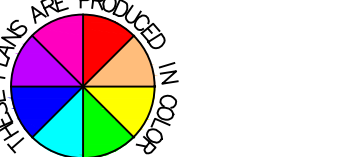


Yori Single Family

Geometric Plan

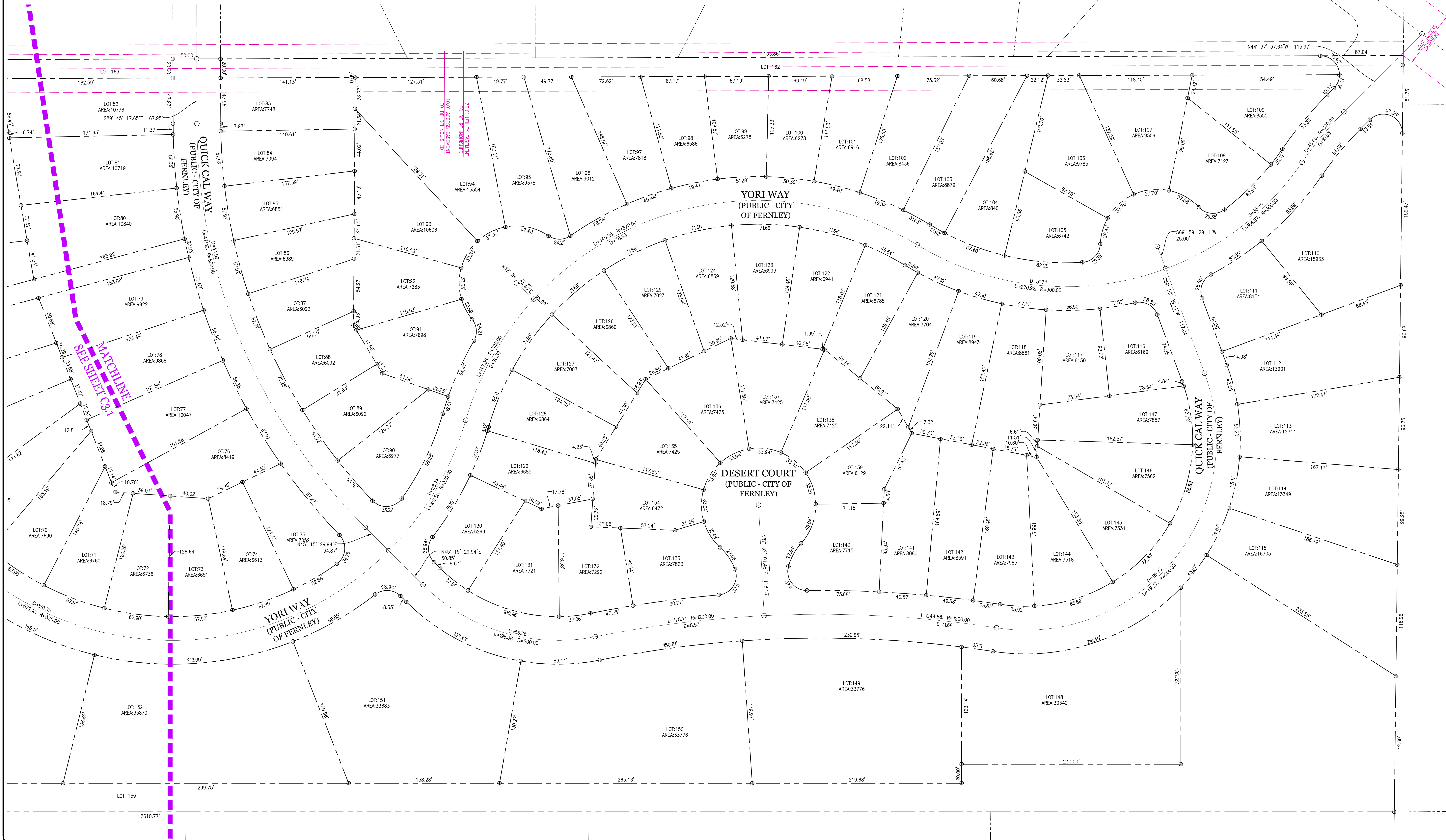
3240 Farm District Road
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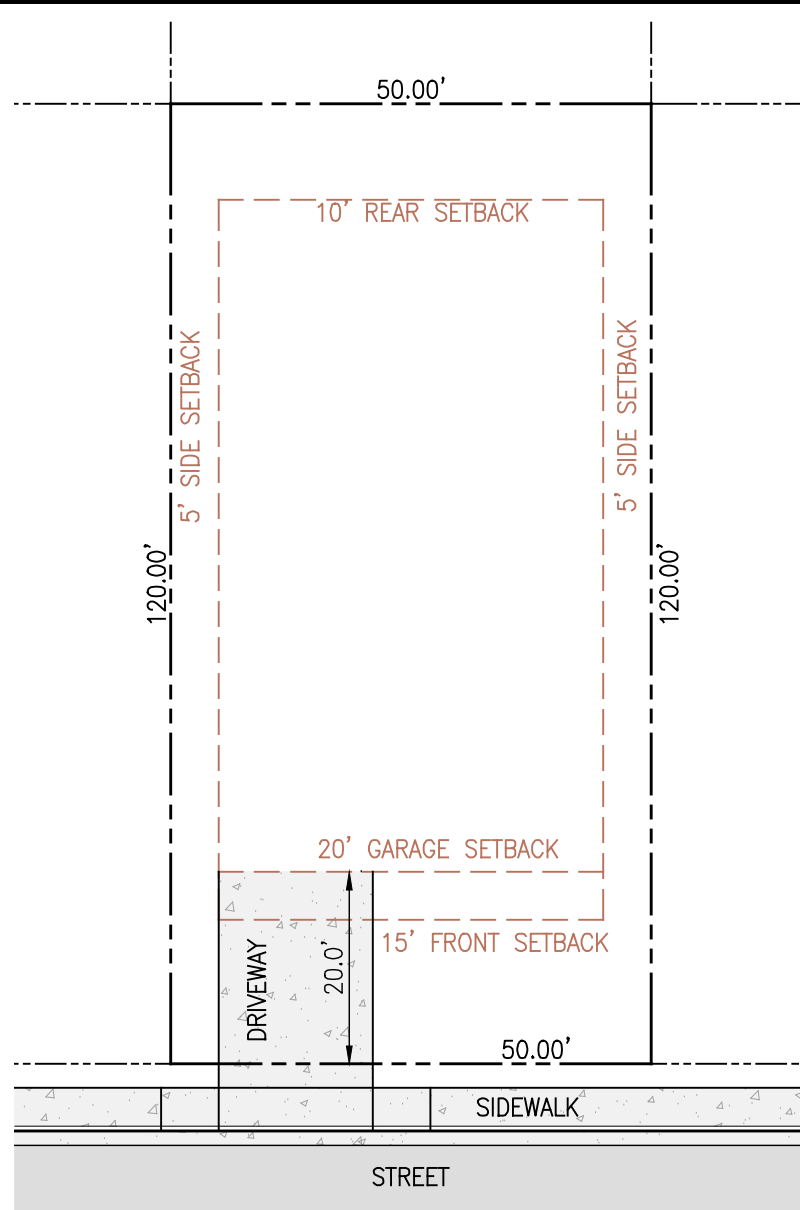
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4 of 10

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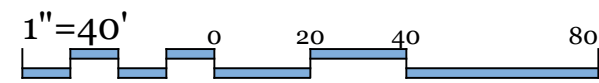


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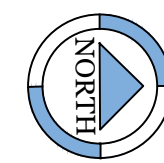
SEWER AND STORM DRAIN MANHOLES HAVE BEEN SCALED UP TO BETTER DISTINGUISH UTILITY LAYOUTS. THERE ARE NO CONFLICTS WITH MANHOLES OVERLAPPING.



TYPICAL LOT DETAIL



	A.C. PAVEMENT AREA
	CONCRETE AREA
— UTILITY —	PROPOSED UTILITY LINE W. DESC.
- - (UTILITY) - -	EXISTING UTILITY LINE W. DESCRIPTION
	FIRE HYDRANT ASSEMBLY (EXISTING/(PROPOSED))
	FLUSH VALVE ASSEMBLY (EXISTING/(PROPOSED))
	DUAL/SINGLE WATER SERVICE (EXISTING/(PROPOSED))
	AIR RELEASE VALVE ASSEMBLY (EXISTING/(PROPOSED))
	WATER MAIN TEE W. GATE VALVES & THURST BLOCK
	BACKFLOW PREVENTION ASSEMBLY
	ELBOW W. THURST BLOCK
	MAHMOLE W. DESCRIPTION (EXISTING/(PROPOSED))
	CLEANOUT (EXISTING/(PROPOSED))
	SANITARY SEWER LATERAL
	CATCH BASIN/DROP INLET
	YARD DRAIN
	ACCESSIBLE PARKING SPACE W. SIGN & PAVEMENT MARKINGS
	PEDESTRIAN ACCESS RAMP
	ACCESSIBLE ROUTE
	PARKING SPACE COUNT
	KEYNOTE (REF. CORRESPONDING LEGEND)



Yori Single Family

Site & Utility Plan

Site & Utility Plan

3240 Farm District Road
APN: 021-343-20
City of Fernley, Nevada

Drawn	HL
Checked	MV
Date	6.12.20
	<u>Revision</u>



June 12, 20

C4.1

SITE & UTILITY LEGEND

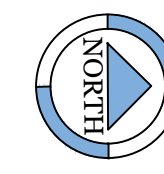
- A.C. PAVEMENT AREA
CONCRETE AREA
PROPOSED UTILITY LINE W. DESCRIPTION
EXISTING UTILITY LINE W. DESCRIPTION
FIRE HYDRANT ASSEMBLY (EXISTING/PROPOSED)
FLUSH VALVE ASSEMBLY (EXISTING/PROPOSED)
DUAL/SINGLE WATER SERVICE (EXISTING/PROPOSED)
AIR RELEASE VALVE ASSEMBLY (EXISTING/PROPOSED)
WATER MAIN TEE W. GATE VALVES & THRUST BLOCK
BACKFLOW PREVENTION ASSEMBLY
ELBOW W. THRUST BLOCK
MAHOLE W. DESCRIPTION (EXISTING/PROPOSED)
CLEANOUT (EXISTING/PROPOSED)
SANITARY SEWER LATERAL
CATCH BASIN/DROP INLET
YARD DRAIN
ACCESSIBLE PARKING SPACE W. SIGN & PAVEMENT MARKINGS
PEDESTRIAN ACCESS RAMP
ACCESSIBLE ROUTE
PARKING SPACE COUNT
KEYNOTE (REF. CORRESPONDING LEGEND)

ADD 4000' TO ALL SPOT ELEVATIONS

REFERENCE SHEET C4.1 FOR ADDITIONAL NOTES PERTAINING TO THE DESIGN

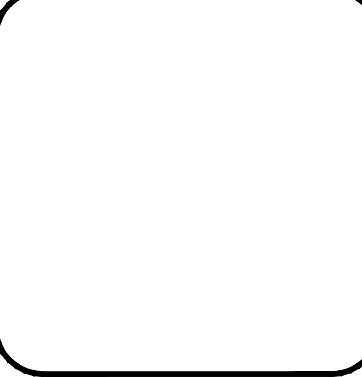
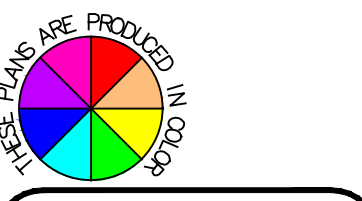


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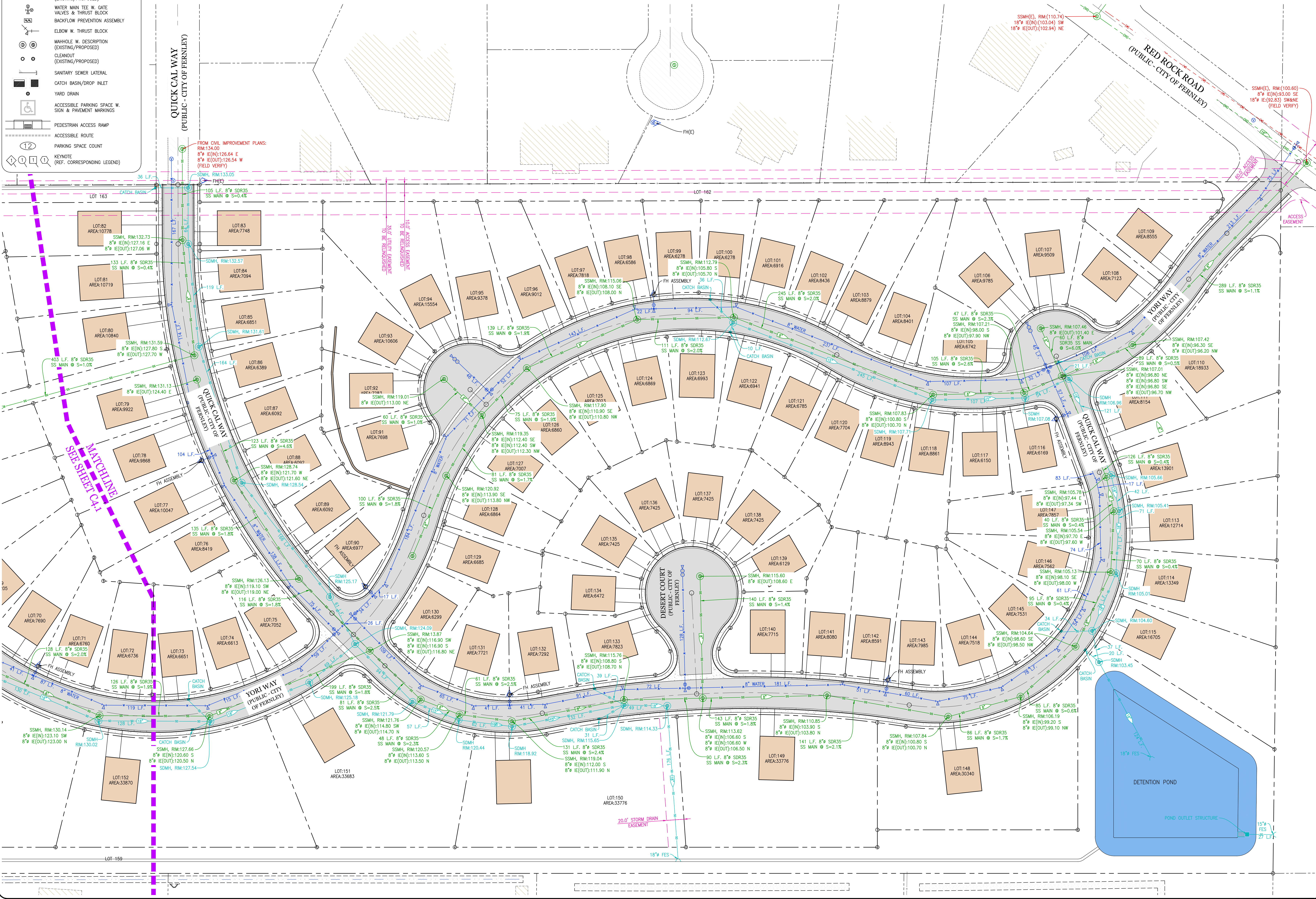


Yori Single Family
Site & Utility Plan

3240 Farm District Road
APN: 021-343-20
City of Fernley, Nevada
Project # 23-052
Drawn HBA
Checked MWV
Date 6.12.2024
Revisions



C4.2
6 of 10



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GRADING LEGEND

A.C. PAVEMENT AREA
CONCRETE AREA
UTILITY
PROPOSED UTILITY LINE W. DESCRIPTION
EXISTING UTILITY LINE W. DESCRIPTION
MAHOLE W. DESCRIPTION
(EXISTING/PROPOSED)
CLEANOUT
(EXISTING/PROPOSED)
CATCH BASIN/DROP INLET
YARD DRAIN
DIRECTIONAL FLOW LINE
GRADE BREAK
PROPOSED CONTOUR LINE
EXISTING CONTOUR LINE
SPOT ELEVATION
(EXISTING) ~ PROPOSED

GRADING & DRAINAGE NOTES

1. ALL GRADING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED BY 222.
2. ALL ELEVATIONS IDENTIFIED ARE TO FINAL SURFACE FINISH GRADE UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL ADJUST GRADING TO ACCOMMODATE THE DEPTH OF ANY RIP-RAP PROTECTION, LANDSCAPE SURFACE TREATMENTS OR THE LIKE TO ENSURE THE IDENTIFIED GRADES ARE ESTABLISHED WITH COMPLETE SITE STABILIZATION.
3. ANY RETAINED HEIGHTS INDICATED ARE FROM SURFACE TO SURFACE UNLESS OTHERWISE NOTED. MVC IS NOT RESPONSIBLE FOR ANY STRUCTURAL DESIGN OF SITE RETAINING WALLS OR FEATURES. REFERENCE APPLICABLE STRUCTURAL/ARCHITECTURAL DESIGN BY OTHERS FOR DESIGN AND DETAIL.
4. BACKFILL ESTABLISHING SEPARATION AS REQUIRED BY ARCHITECTURAL AND STRUCTURAL DESIGN BETWEEN FINISH GRADE AND SIDING (8" MIN SEPARATION TYP.).
5. ADD 400' TO ALL ELEVATIONS.

FLOOD ZONE

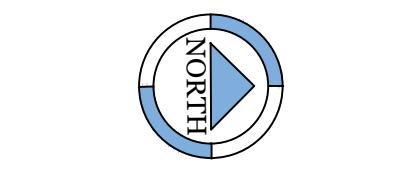
THIS SITE LIES IN FEMA FLOOD ZONE X (UNSHADED) (32019C0110E). ZONE X (UNSHADED) IS DEFINED AS AN AREA OF MINIMAL FLOOD HAZARD, WHICH ARE THE AREAS OUTSIDE THE 0.2-PERCENT-ANNUAL-CHANCE FLOODPLAIN.

EARTHWORK ANALYSIS	
SITE AREA	47.5 AC
SITE DISTURBANCE	47.5 AC
PROPOSED CUT	130,000 YD ³
PROPOSED FILL	158,000 YD ³
NET EARTHWORK	28,000 YD ³ FILL

THIS ANALYSIS COMPARES THE EXISTING FINISH GRADE SURFACE TO THE PROPOSED FINISH GRADE SURFACE AND IS INTENDED FOR PERMITTING PURPOSES ONLY. THE CONTRACTOR SHALL PREPARE AN INDEPENDENT EARTHWORK ANALYSIS INCORPORATING ANY OVER EXCAVATION, SHRINKAGE, EXPANSION AND/OR STRUCTURAL SECTIONS, ETC.

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Yori Single Family

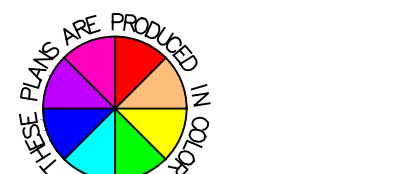
Grading Plan

3240 Farm District Road
APN: 021-343-20
City of Fernley, Nevada

Project # 23-052
Drawn HBA
Checked MWV
Date 6.12.2024
Revisions

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PROFESSIONAL ENGINEER
MICHAEL W. VICKS
Exp. 6.30.2026
CIVIL
No. 21025
June 12, 2024



C5.1

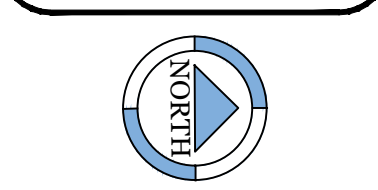
GRADING LEGEND

- A.C. PAVEMENT AREA
- CONCRETE AREA
- UTILITY
- PROPOSED UTILITY LINE W. DESCRIPTION
- EXISTING UTILITY LINE W. DESCRIPTION
- MAHOLE W. DESCRIPTION (EXISTING/PROPOSED)
- CLEANOUT (EXISTING/PROPOSED)
- CATCH BASIN/DROP INLET
- YARD DRAIN
- DIRECTIONAL FLOW LINE
- GRADE BREAK
- PROPOSED CONTOUR LINE
- EXISTING CONTOUR LINE
- SPOT ELEVATION (EXISTING) ~ PROPOSED

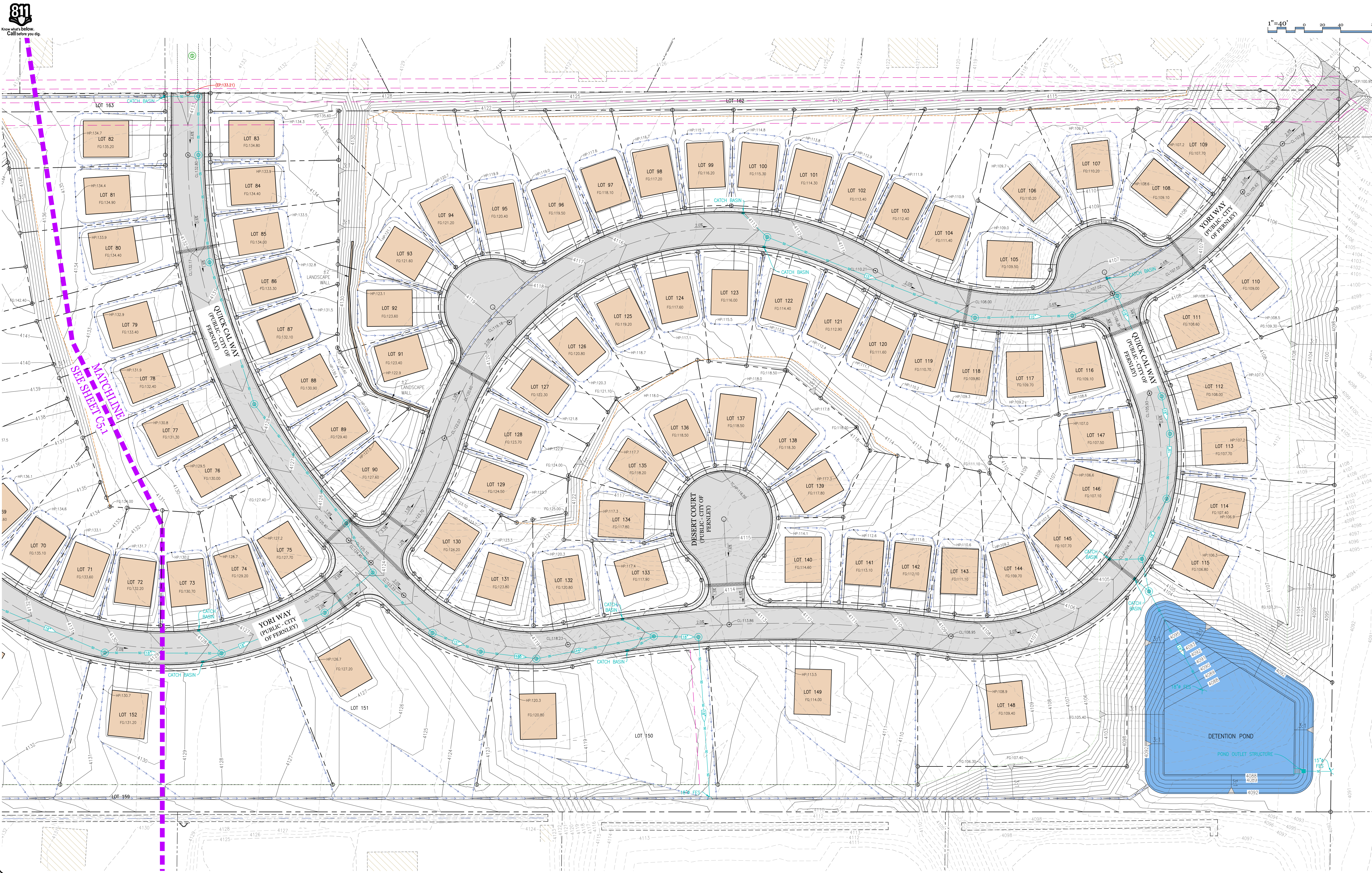
ADD 4000' TO ALL SPOT ELEVATIONS

REFERENCE SHEET C5.1 FOR ADDITIONAL NOTES PERTAINING TO THE DESIGN

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Reno, NV 89502
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Yori Single Family
Grading Plan



3240 Farm District Road
APN: 021-343-20
City of Fernley, Nevada

Project # 23-052
Drawn HBA
Checked MWV
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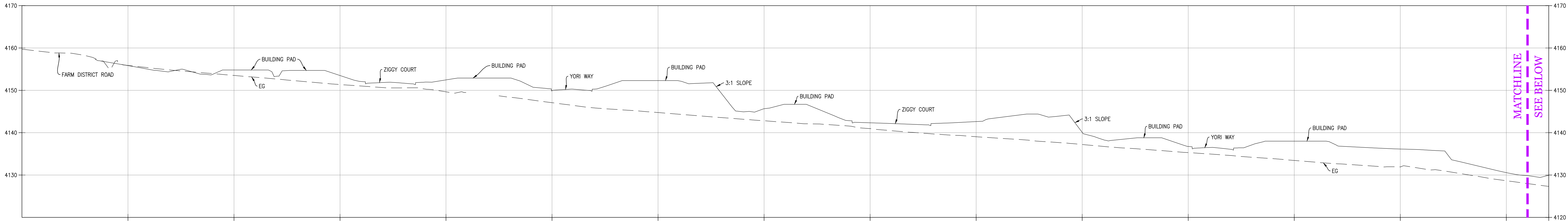
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PROFESSIONAL ENGINEER - STATE OF NEVADA
MICHAEL W. VICKS
Exp. 6.30.2026
CIVIL
No. 21025
June 12, 2024

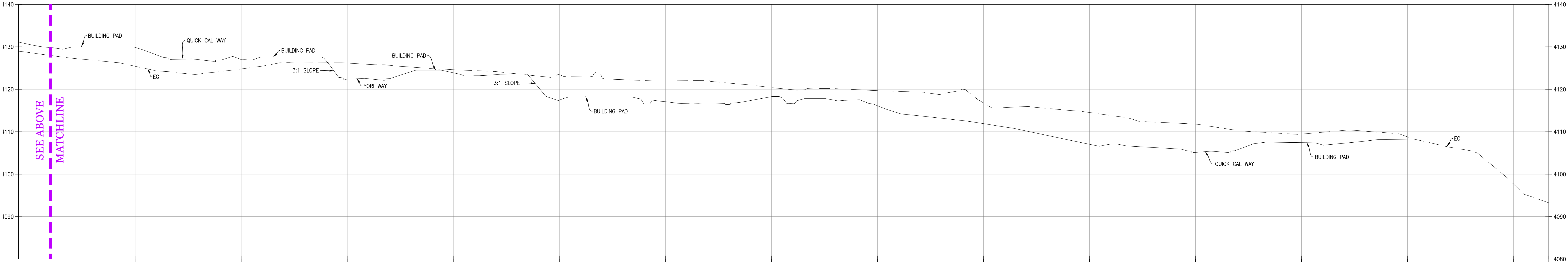
SEE PLAN SET PROVIDED IN 2024

C5.2

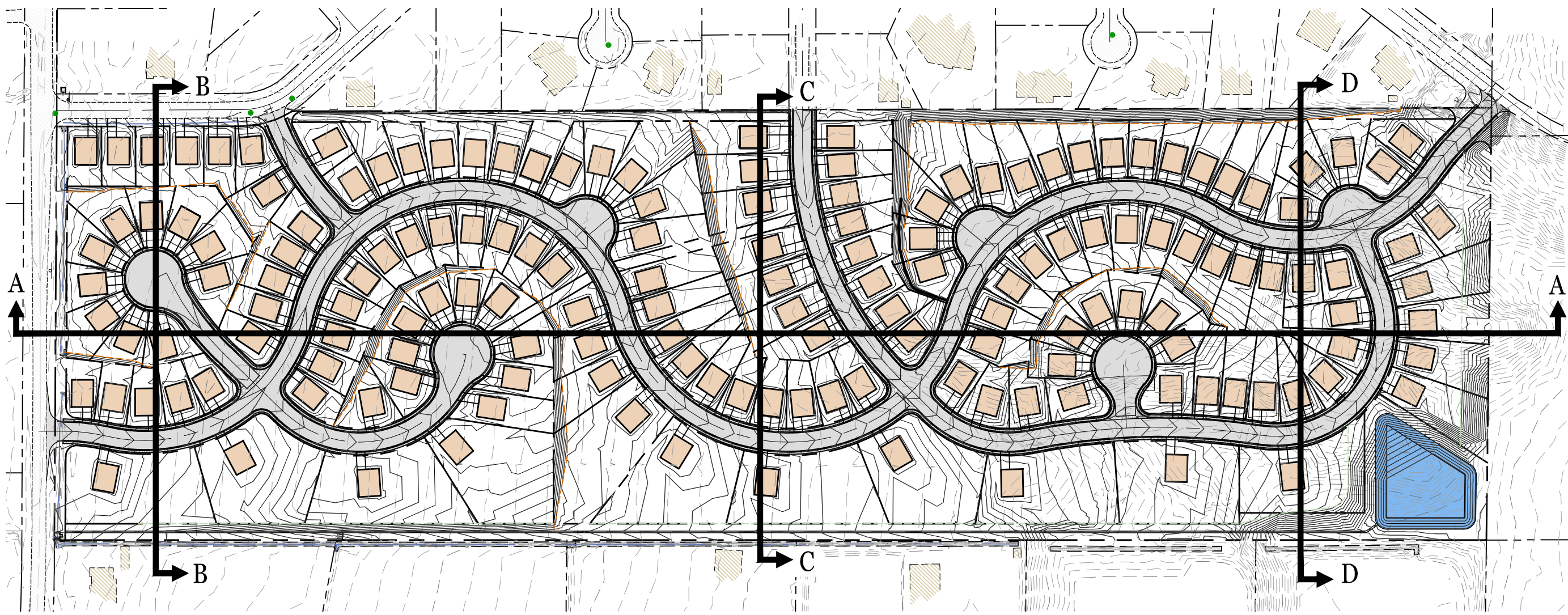
8 of 10



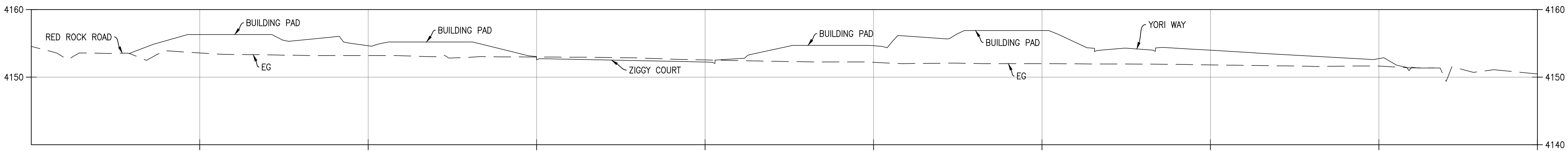
A-A
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VERTICAL SCALE: 1"=10'



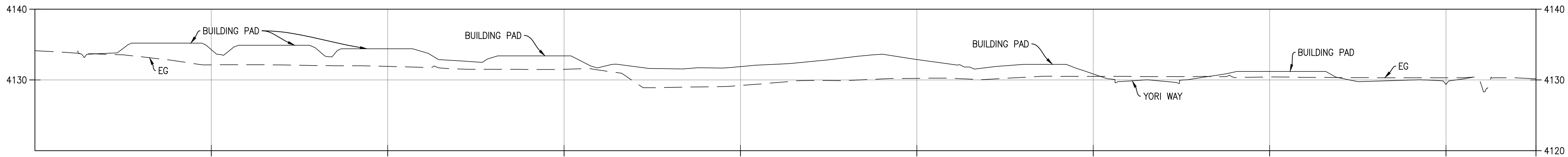
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VERTICAL SCALE: 1"=10'



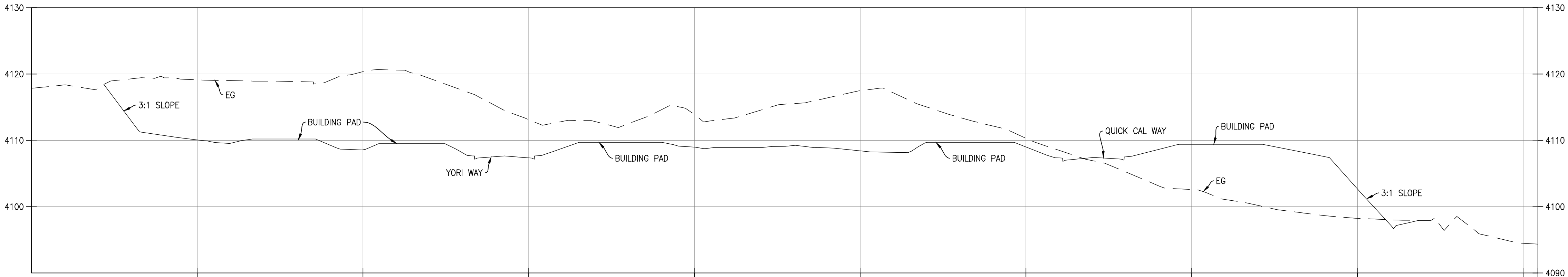
OVERALL SITE PLAN
SCALE: 1"=200'



B-B
HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'



C-C
HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'



D-D
HORIZONTAL SCALE: 1"=40'
VERTICAL SCALE: 1"=10'

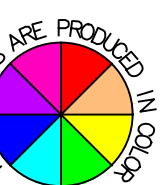
1"=40'
1"=10'



Yori Single Family

Cross Sections

3240 Farm District Road
APN: 021-343-20
City of Fernley, Nevada
Project # 23-052
Drawn HBA
Checked MWV
Date 6.12.2024
Revisions



GRADING & DRAINAGE LEGEND

A.C. PAVEMENT AREA

CONCRETE AREA

UTILITY

PROPOSED UTILITY LINE W. DESCRIPTION

-(UTILITY)-

EXISTING UTILITY LINE W. DESCRIPTION

MAHOLE W. DESCRIPTION
(EXISTING/PROPOSED)

CLEANOUT
(EXISTING/PROPOSED)

CATCH BASIN/DROP INLET

YARD DRAIN

GRADE BREAK

PROPOSED CONTOUR LINE

EXISTING CONTOUR LINE

(FG:XX.XX)

SPOT ELEVATION
(EXISTING) ~ PROPOSED

FLOW

FLOW DIRECTION ARROW

BASIN

C₁₀₀

C₁₀₀₀

ACRES

811

Know what's below.
Call before you dig.

EXISTING DRAINAGE PLAN
SCALE: 1"=100'

PROPOSED DRAINAGE PLAN
SCALE: 1"=100'

M
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CONSULTING
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Reno, NV 89502
775-636-7905
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Yori Single Family
Drainage Plan

3240 Farm District Road
APN: 021-343-20
City of Fernley, Nevada
Project # 23-052
Drawn HBA
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MICHAEL W. VICKS
Exp. 6.30.2026
CIVIL
No. 21025
June 12, 2024

C6.0
10 of 10

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Page 263 of 396

YORI SUBDIVISION SINGLE-FAMILY RESIDENTIAL DEVELOPMENT

LYON COUNTY, NEVADA

APN: 021-343-20

Prepared for:
KLS Planning and Design
John Krmpotic
201 W. Liberty Street, Suite 300
Reno, NV 89501

Prepared by:
Kimley»Horn

May 2024
192466000
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TRAFFIC IMPACT STUDY

FOR

**YORI SUBDIVISION SINGLE-FAMILY
RESIDENTIAL DEVELOPMENT**

Prepared for:

KLS Planning and Design

John Krmpotic

201 W. Liberty Street, Suite 300

Reno, NV 89501



Prepared by:

Kimley-Horn and Associates, Inc.

7900 Rancharrah Parkway

Suite 100

Reno, Nevada 89511

(775) 787-7552

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EXECUTIVE SUMMARY

The purpose of this traffic study is to identify traffic generation characteristics of a proposed single-family residential development, identify potential traffic related impacts on the surrounding street network, and develop mitigation measures required for identified impacts.

The proposed Yori Subdivision Single-Family Residential Development is to be generally located east of Red Rock Road between US Highway 50 Alternate (US-50 Alt.) and Farm District Road (SR 828) on approximately 47.53 acres within APN 021-343-20 in Lyon County, Nevada. Upon completion, the buildout of the proposed development is anticipated to consist of 160 single-family residential lots.

Regional access to the single-family residential development is expected to be provided via US-50 Alt. and Interstate 80 (I-80). Primary access to the project site is anticipated to be from Red Rock Road and Farm District Road (SR 828). Direct access to the single-family residential development is planned to be provided by one (1) existing intersection (Red Rock Road and Quick Cal Way), two (2) full access drives (Project Access A and Project Access B) located on Red Rock Road, one (1) left-in/right-in/right-out only access drive (Project Access C) located on Farm District Road (SR 828).

As a part of this study the following seven (7) intersections were analyzed:

1. US-95 Alt./US-50 Alt./Farm District Road (SR 828)
2. US-50 Alt. and Red Rock Road
3. Red Rock Road and Project Access A (Full Access)
4. Red Rock Road and Quick Cal Way
5. Red Rock Road and Project Access B (Full Access)
6. Farm District Road (SR 828) and Red Rock Road
7. Farm District Road (SR 828) and Project Access C (Left-in/Right-in/Right-Out Only)

The scope of services is included in **Appendix A**. The study area intersections and project access drive are shown in **Figure E-1**.

Full buildout of the development is expected to generate approximately 1,510 daily weekday driveway trips, with 112 of these trips occurring during the morning peak hour and 150 trips occurring during the evening peak hour.

The proposed development traffic is anticipated to generate traffic volumes resulting in the following recommendations:

- The following modifications should be made to Farm District Road (SR 828) and Project Access C (#7):
 - The developer is recommended to space Project Access C at least 606 feet from Red Rock Road to stay within minor deviation standards as defined in the NDOT [Access Management System and Standards](#).
 - The eastbound left turn lane should be designed to accommodate a maximum 95th percentile queue length of 25 feet (in addition to deceleration length per NDOT standards). To preserve access to existing properties located along the south side of Farm District Road (SR 828), it is recommended that the developer install a Two-Way Left Turn Lane (TWLTL) between Project Access C and Red Rock Road.

- The developer is recommended to install an R1-1 “STOP” sign with appropriate pavement markings for the egressing access drives onto Red Rock Road (two drives) and Farm District Road (SR 828).
- The NDOT should perform an Intersection Control Evaluation (ICE) on the intersection of US-95 Alt./US-50 Alt./Farm District Road (SR 828) (#1). Based on Table 4, the LOS at the intersection does not fall below acceptable LOS as a result of this project. The ICE may recommend signalization or a multi-lane roundabout which could improve LOS at this intersection for 2046 Background conditions.
- All on-site and off-site signing and striping improvements should be incorporated into the Civil Drawings and conform to the current Manual on Uniform Traffic Control Devices (MUTCD), as applicable.
- The project is not anticipated to have significant impacts to the key study intersections and the surrounding street network.

Study Area Intersections

1. US-95 Alt/US-50 Alt/Farm District Road
2. US-50 Alternate and Red Rock Road
3. Red Rock Road and Project Access A
4. Red Rock Road and Quick Cal Way
5. Red Rock Road and Project Access B
6. Farm District Road and Red Rock Road
7. Farm District Road and Project Access C



Legend

- # Study Area K
- X Project Access

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Appendix C	Count Data
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Appendix E	Trip Generation Calculations
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1. INTRODUCTION

Kimley-Horn and Associates, Inc. has been retained by KLS Planning and Design to prepare a traffic impact study for a single-family residential development. The purpose of this traffic impact study is to identify traffic generation characteristics of the proposed development, identify potential traffic related impacts on the local street system, and develop mitigation measures required for the identified impacts.

The proposed Yori Subdivision Single-Family Residential Development is to be generally located east of Red Rock Road between US Highway 50 Alternate (US-50 Alt.) and Farm District Road (SR 828) on approximately 47.53 acres within APN 021-343-20 in Lyon County, Nevada. Upon completion, the buildout of the proposed development is anticipated to consist of 160 single-family residential houses. A site plan for the proposed development is included in **Appendix B**. The location of the project site with respect to the City of Fernley is shown on **Figure 1**.

Regional access to the single-family residential development is expected to be provided via US-50 Alt. and Interstate 80 (I-80). Primary access to the project site is anticipated to be from Red Rock Road and Farm District Road (SR 828). Direct access to the single-family residential development is planned to be provided by one (1) existing intersection (Red Rock Road and Quick Cal Way), two (2) full access drives (Project Access A and Project Access B) located on Red Rock Road, one (1) left-in/right-in/right-out only access drive (Project Access C) located on Farm District Road (SR 828).



Figure 1

2. EXISTING CONDITIONS

This section of the report details existing conditions near the project site.

2.1. Study Area Intersections

As a part of this study the following seven (7) intersections were analyzed:

1. US-95 Alt./US-50 Alt./Farm District Road (SR 828)
2. US-50 Alt. and Red Rock Road
3. Red Rock Road and Project Access A (Full Access)
4. Red Rock Road and Quick Cal Way
5. Red Rock Road and Project Access B (Full Access)
6. Farm District Road (SR 828) and Red Rock Road
7. Farm District Road (SR 828) and Project Access C (Left-in/Right-in/Right-Out Only)

2.2. Existing Land Uses

The location for the proposed single-family residential development is currently undeveloped. The area surrounding the project site is composed primarily of residential land uses and undeveloped land zoned for commercial use. The location of the project site and study area intersections are shown on **Figure 2**.

2.3. Existing Lane Configurations and Control

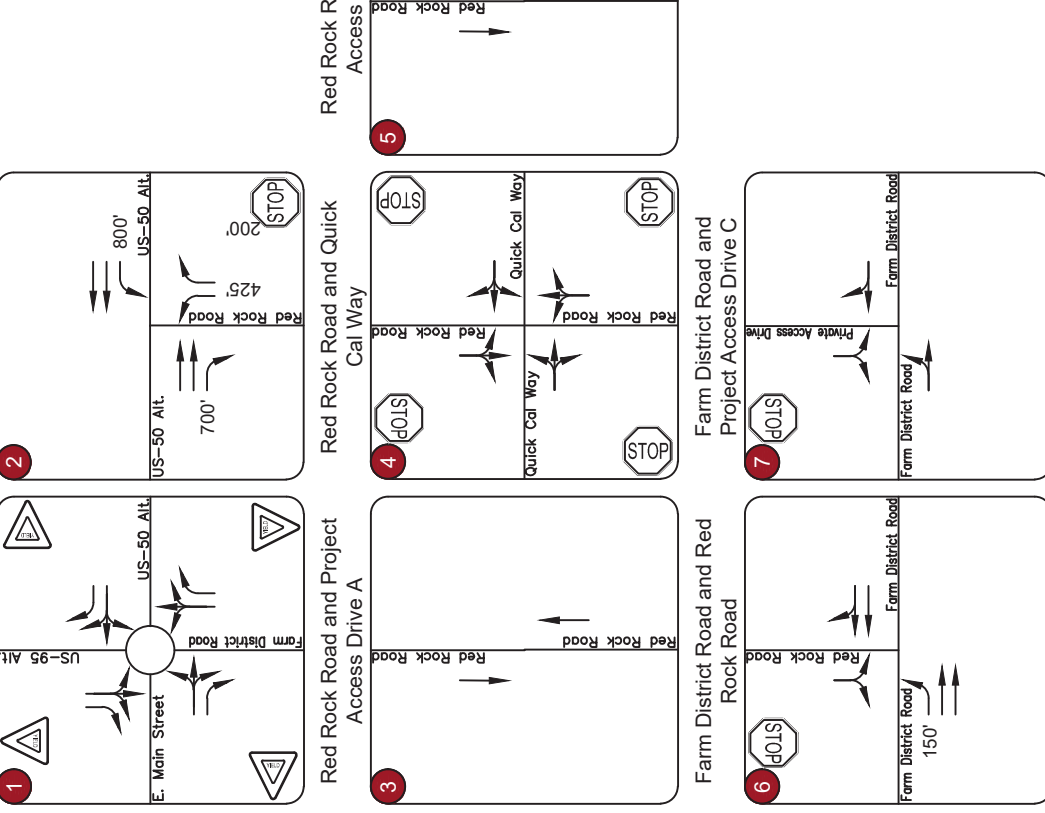
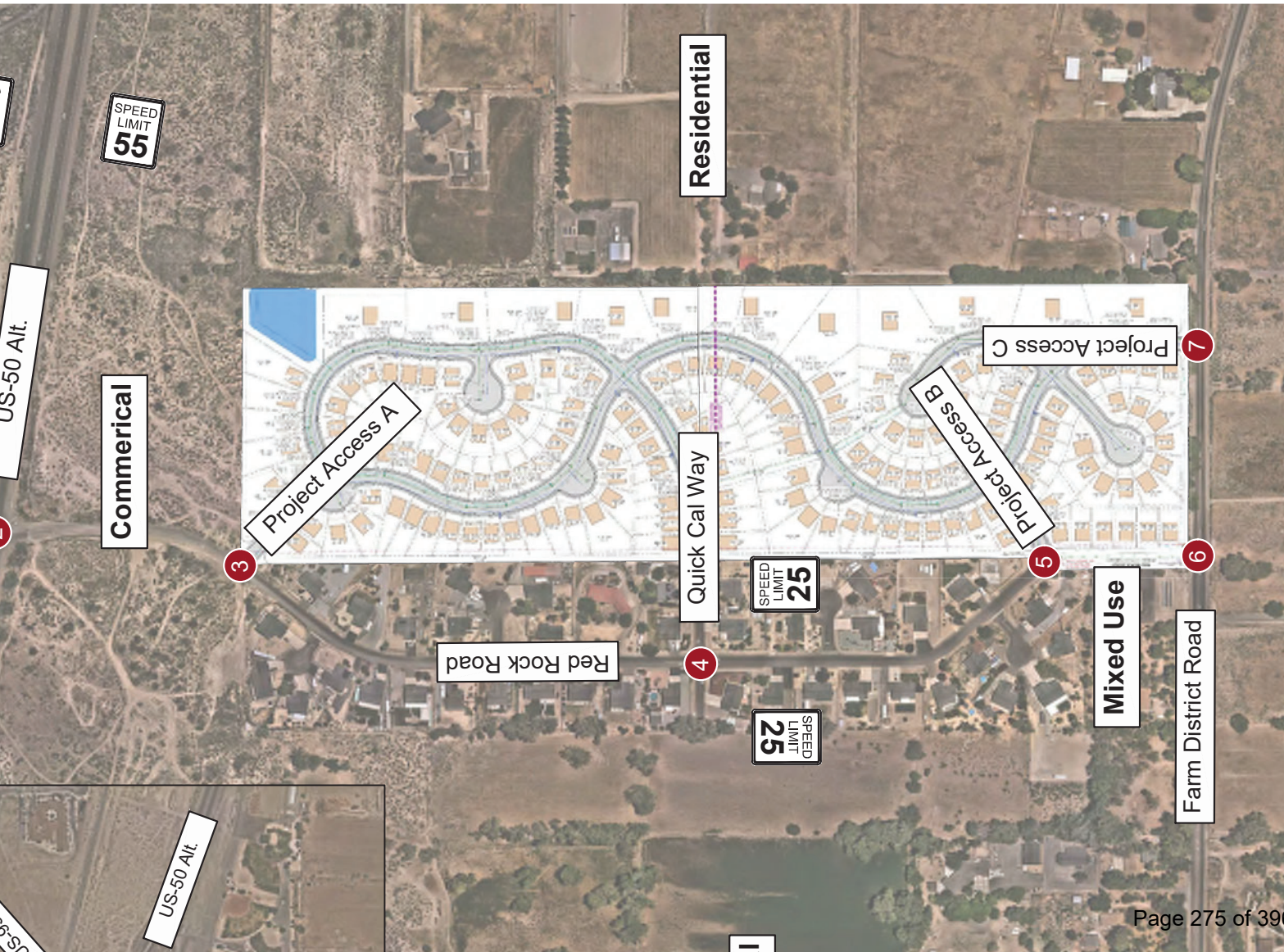
Regional access to the single-family residential development is expected to be provided via US-50 Alt. and I-80. Primary access to the project site is anticipated to be from Red Rock Road and Farm District Road (SR 828). Direct access to the single-family residential development is planned to be provided by one (1) existing intersection (Red Rock Road and Quick Cal Way), two (2) full access drives (Project Access A and Project Access B) located on Red Rock Road, and one (1) left-in/right-in/right-out only access drive (Project Access C) located on Farm District Road (SR 828). Existing lane configuration and traffic control at the time of this study are illustrated in **Figure 2**.

2.4. Existing Turning Movements

Existing AM and PM peak hour turning movement data was field counted, as summarized in **Table 1** for the study area intersections identified in **Section 2.1**. Count data sheets are provided in **Appendix C**. Turning movement volumes at Red Rock Road and Project Access A (#3) and Farm District Road and Project Access C (#7) were estimated using data collected at adjacent intersections. **Figure 3** illustrates the 2023 existing peak hour traffic volumes.

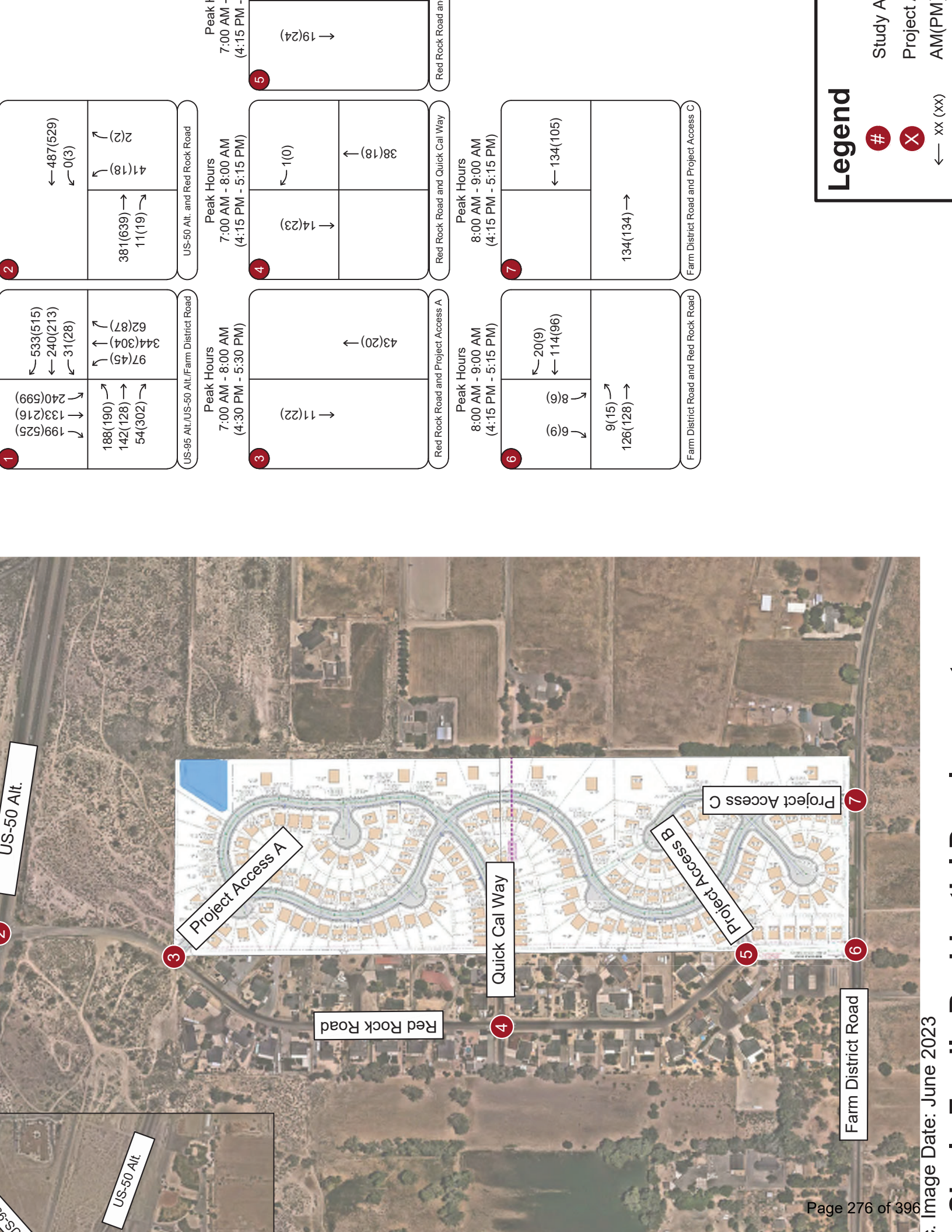
Table 1 – Peak Hour Turning Movement Count Data

Intersection	Count Date
US-95 Alt./US-50 Alt./Farm District Road (SR 828) (#1)	Thursday, April 25, 2024
US-50 Alt. and Red Rock Road (#2)	Wednesday, April 24, 2024
Red Rock Road and Quick Cal Way (#4)	Wednesday, April 24, 2024
Red Rock Road and Project Access B (#5)	Thursday, April 25, 2024
Farm District Road (SR 828) and Red Rock Road (#6)	Wednesday, April 24, 2024



Legend

- # Study Area
- X Project Access
- SPEED LIMIT 25 Roadway
- STOP Stop Control
- Yield Control
- Existing Roadway



US-50 Alt.

US-50 Alt.

US-50 Alt.



Red Rock Road

Quick Cal Way

Farm District Road

Legend

- # Study A
- X Project
- ← xx (xx) AM(PM)

1	199(525) 133(216) 240(599)	188(190) 142(128) 54(302)	97(45) 344(304) 62(87)	533(515) 240(213) 31(28)	2	487(529) 0(3)	US-50 Alt. and Red Rock Road	Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM)	41(18) 381(639) 11(19)	2(2)	Red Rock Road and Red Rock Road	Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM)	19(24)	Red Rock Road and Red Rock Road
3	11(22)	43(20)			4	14(23) 38(18)	Red Rock Road and Project Access A	Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM)	1(0)		Red Rock Road and Quick Cal Way	Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM)		
6	6(9) 8(6)	20(9) 114(96)			7	134(134) 134(105)	Farm District Road and Red Rock Road	Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM)	9(15) 126(128)		Farm District Road and Project Access C	Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM)		

3. FUTURE CONDITIONS

This section of the report details the conditions that are expected in the future at the time the proposed project is anticipated to be completed.

3.1. Background Lane Configuration and Control

Expected speed limits, lane configuration, and traffic control for background conditions in 2026 and 2046 are expected to remain the same as existing speed limits, lane configuration, and traffic control as illustrated in **Figure 2**.

3.2. Buildout Background Traffic

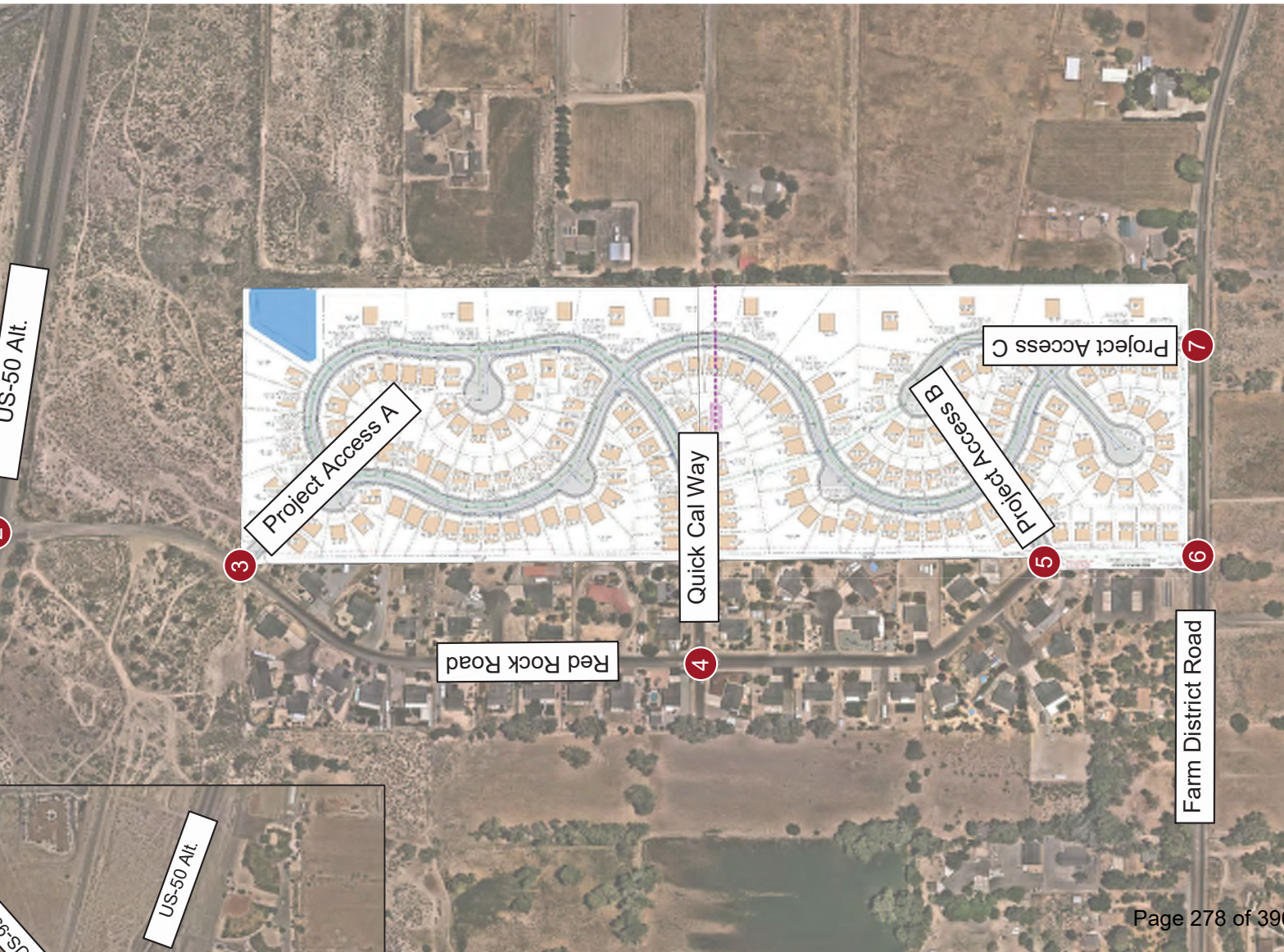
To accurately determine the impact of project traffic, it is necessary to establish future baseline traffic volumes along roadways in the vicinity of the proposed development. An annual growth rate of approximately two percent (2%) was obtained from the evaluation of six (6) Nevada Department of Transportation (NDOT) count stations (0190034, 0190057, 0190035, 0190033, 0190032, and 0190036). Three (3) count stations were located at the intersection of US-95 Alt./US-50 Alt./Farm District Road (SR 828) (0190033, 0190032, and 0190036), one (1) count station was located on US-50 Alt. 0.80 miles west of Red Rock Road (0190034), one (1) count station was located on Red Rock Road (0190057), and one (1) count station was located on Farm District Road (SR 828) 560 feet west of US-50 Alt. (0190035). Growth rate calculations are provided in **Appendix D**.

Existing 2024 peak hour traffic volumes were grown for ten years at two percent (2%) to obtain future background peak hour traffic volumes in 2026 when the project is anticipated to be fully completed. The 2026 and 2046 background peak hour traffic volumes at the key intersections are illustrated in **Figure 4** and **Figure 5**, respectively.

3.3. Background Plus Project Lane Configuration and Control

Regional access to the single-family residential development is expected to be provided via US-50 Alt. and I-80. Primary access to the project site is anticipated to be from Red Rock Road and Farm District Road (SR 828). Direct access to the single-family residential development is planned to be provided by one (1) existing intersection (Red Rock Road and Quick Cal Way), two (2) full access drives (Project Access A and Project Access B) located on Red Rock Road, and one (1) left-in/right-in/right-out only access drive (Project Access C) located on Farm District Road (SR 828).

The 2026 and 2046 background plus project speed limits, lane configuration, and traffic control in 2026 are illustrated in **Figure 4**.



1 Peak Hours 7:00 AM - 8:00 AM (4:30 PM - 5:30 PM) US-95 Alt./US-50 Alt./Farm District Road 207(546) → 138(225) → 250(623) → 196(198) → 148(133) → 56(314) →	2 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) US-50 Alt. and Red Rock Road 396(665) → 11(20) → 43(19) → 2(2) →	3 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) Red Rock Road and Project Access A 11(23) → 45(21) →	4 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) Red Rock Road and Quick Cal Way 15(24) → 1(0) → 40(19) →	Red Rock Road and Quick Cal Way
1 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) US-95 Alt./US-50 Alt./Farm District Road 207(546) → 138(225) → 250(623) → 196(198) → 148(133) → 56(314) →	2 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) US-50 Alt. and Red Rock Road 396(665) → 11(20) → 43(19) → 2(2) →	3 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) Red Rock Road and Project Access A 11(23) → 45(21) →	4 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) Red Rock Road and Quick Cal Way 15(24) → 1(0) → 40(19) →	Red Rock Road and Quick Cal Way
1 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) US-95 Alt./US-50 Alt./Farm District Road 207(546) → 138(225) → 250(623) → 196(198) → 148(133) → 56(314) →	2 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) US-50 Alt. and Red Rock Road 396(665) → 11(20) → 43(19) → 2(2) →	3 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) Red Rock Road and Project Access A 11(23) → 45(21) →	4 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) Red Rock Road and Quick Cal Way 15(24) → 1(0) → 40(19) →	Red Rock Road and Quick Cal Way
1 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) US-95 Alt./US-50 Alt./Farm District Road 207(546) → 138(225) → 250(623) → 196(198) → 148(133) → 56(314) →	2 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) US-50 Alt. and Red Rock Road 396(665) → 11(20) → 43(19) → 2(2) →	3 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) Red Rock Road and Project Access A 11(23) → 45(21) →	4 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) Red Rock Road and Quick Cal Way 15(24) → 1(0) → 40(19) →	Red Rock Road and Quick Cal Way
1 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) US-95 Alt./US-50 Alt./Farm District Road 207(546) → 138(225) → 250(623) → 196(198) → 148(133) → 56(314) →	2 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) US-50 Alt. and Red Rock Road 396(665) → 11(20) → 43(19) → 2(2) →	3 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) Red Rock Road and Project Access A 11(23) → 45(21) →	4 Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) Red Rock Road and Quick Cal Way 15(24) → 1(0) → 40(19) →	Red Rock Road and Quick Cal Way

Legend

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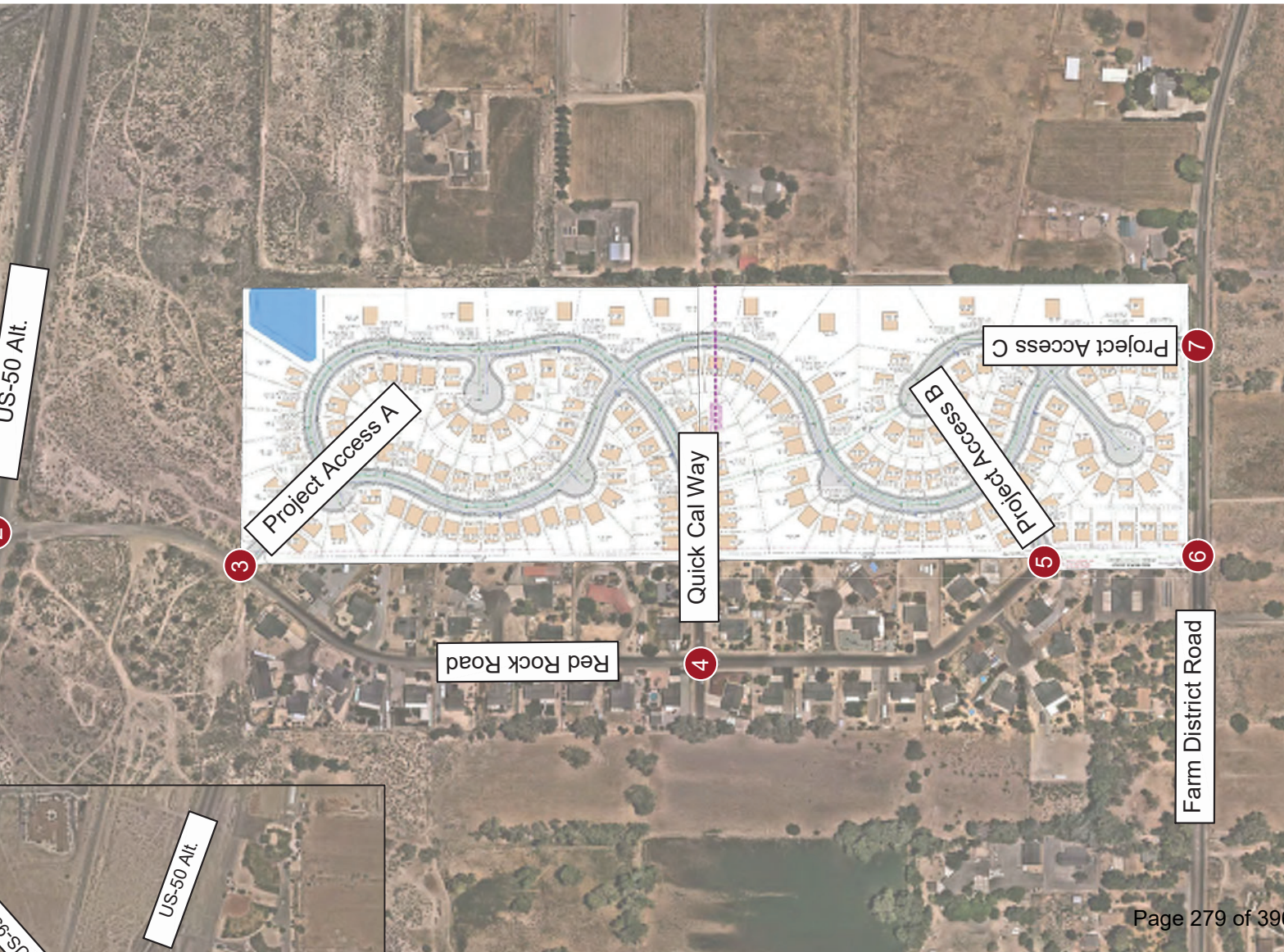
Study A

X

Project

← xx (xx)

AM(PM)



1 308(812) → 206(334) → 371(926) →	291(294) → 220(198) → 83(467) →	US-95 Alt./US-50 Alt./Farm District Road
824(796) → 371(329) → 48(44) →	150(70) → 532(470) → 96(135) →	US-50 Alt. and Red Rock Road
753(818) → 0(5) →	589(988) → 17(29) → 3(3) → 63(28) →	US-50 Alt. and Red Rock Road
3 17(34) →	66(31) →	Red Rock Road and Project Access A
4 22(36) → 2(0) →	59(28) →	Red Rock Road and Quick Cal Way
5 29(37) →	29(37) →	Red Rock Road and Quick Cal Way
6 9(14) → 12(9) →	31(14) → 176(148) →	Farm District Road and Red Rock Road
7 207(207) →	207(162) →	Farm District Road and Project Access C

Legend

#

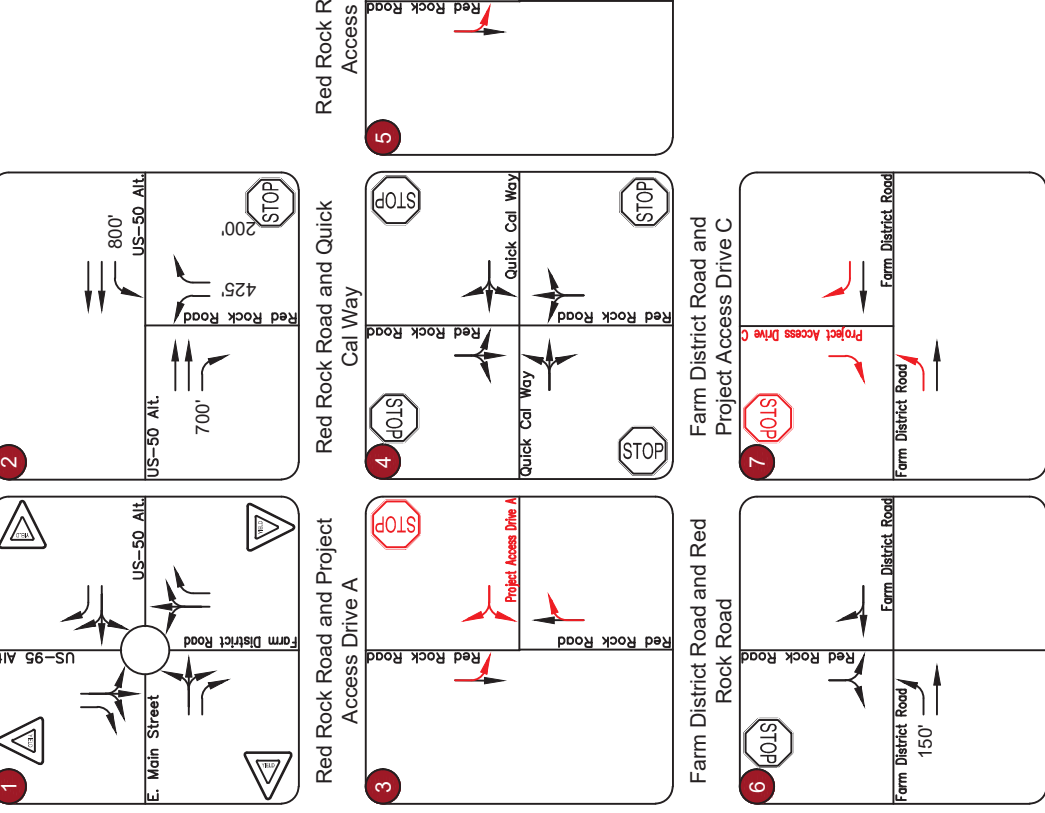
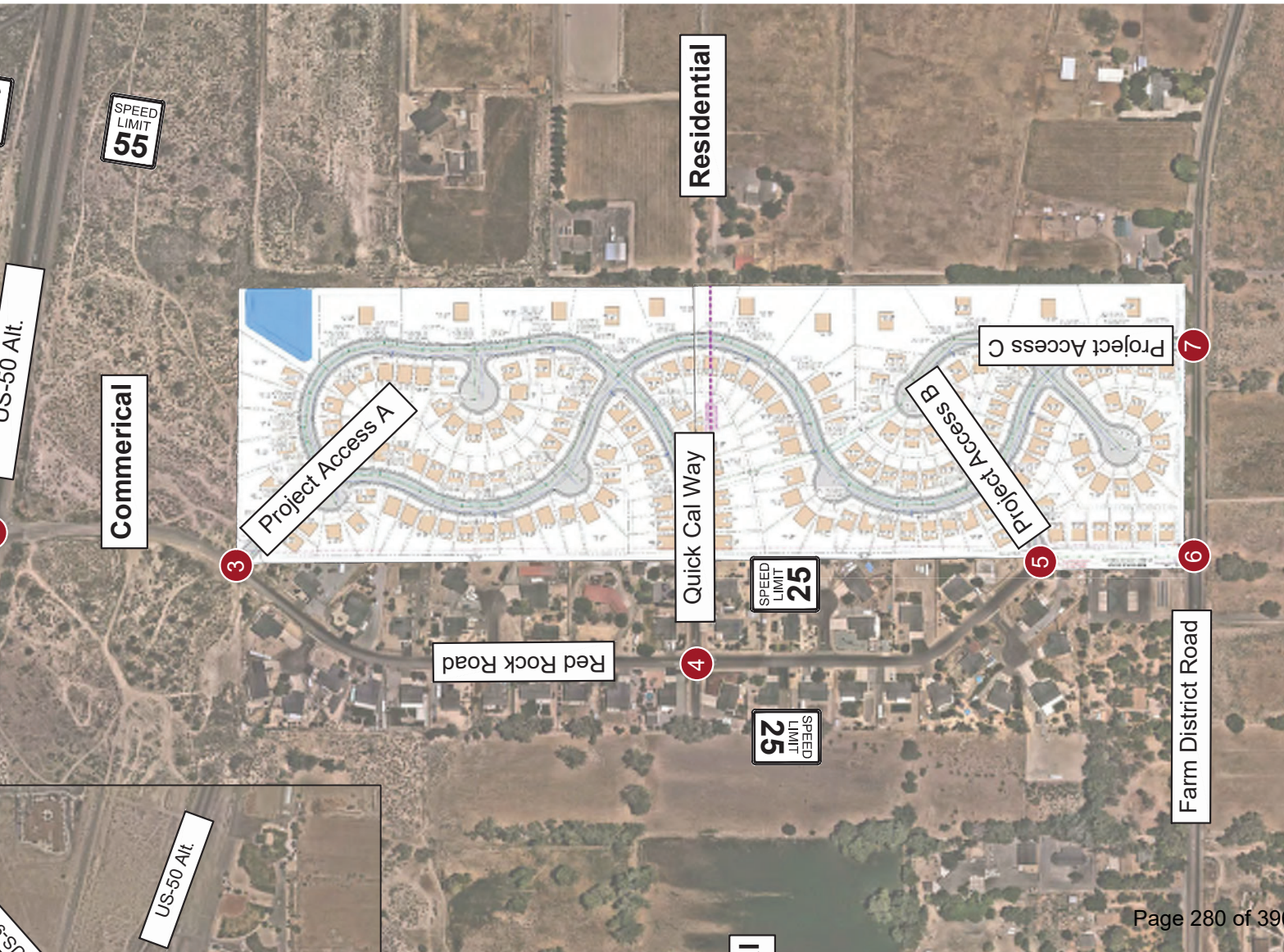
Study Area

X

Project

← xx (xx)

AM(PM)



3.4. Project Trip Generation

For purposes of estimating the number of new trips that are anticipated to be generated by the proposed residential development, the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition (ITE Land Use Codes 210 – Single-Family Detached Housing) was used. The ITE Trip Generation Manual informational report is a standard reference used by jurisdictions throughout the country and is based on actual trip generation studies performed at numerous locations in areas of various populations.

The project is expected to consist of 160 single-family residential lots. **Table 2** summarizes the estimated project trips. The proposed development is anticipated to generate 112 AM and 150 PM peak hour trips. Calculations are provided in **Appendix E**.

Table 2 – Trip Generation

ITE Code	Description	Dwelling Units	AM Peak Hour			PM Peak Hour			Total Daily Trips
			In	Out	Total	In	Out	Total	
210	Single-Family Detached Housing	160	29	83	112	95	55	150	1,510

Source: ITE Trip Generation Manual, 11th Edition

3.5. Project Trip Distribution

The study area street network characteristics, including the existing traffic patterns, expected street network, and access to regional facilities (US-50 Alt. and I-80) were used to determine the distribution of site generated traffic. The directional distribution of traffic is a means to quantify the percentage of site-generated traffic that approaches the site from a given direction and departs the site in the same or different direction. **Figure 7** shows the trip distribution at the study area intersections and the project access drives.

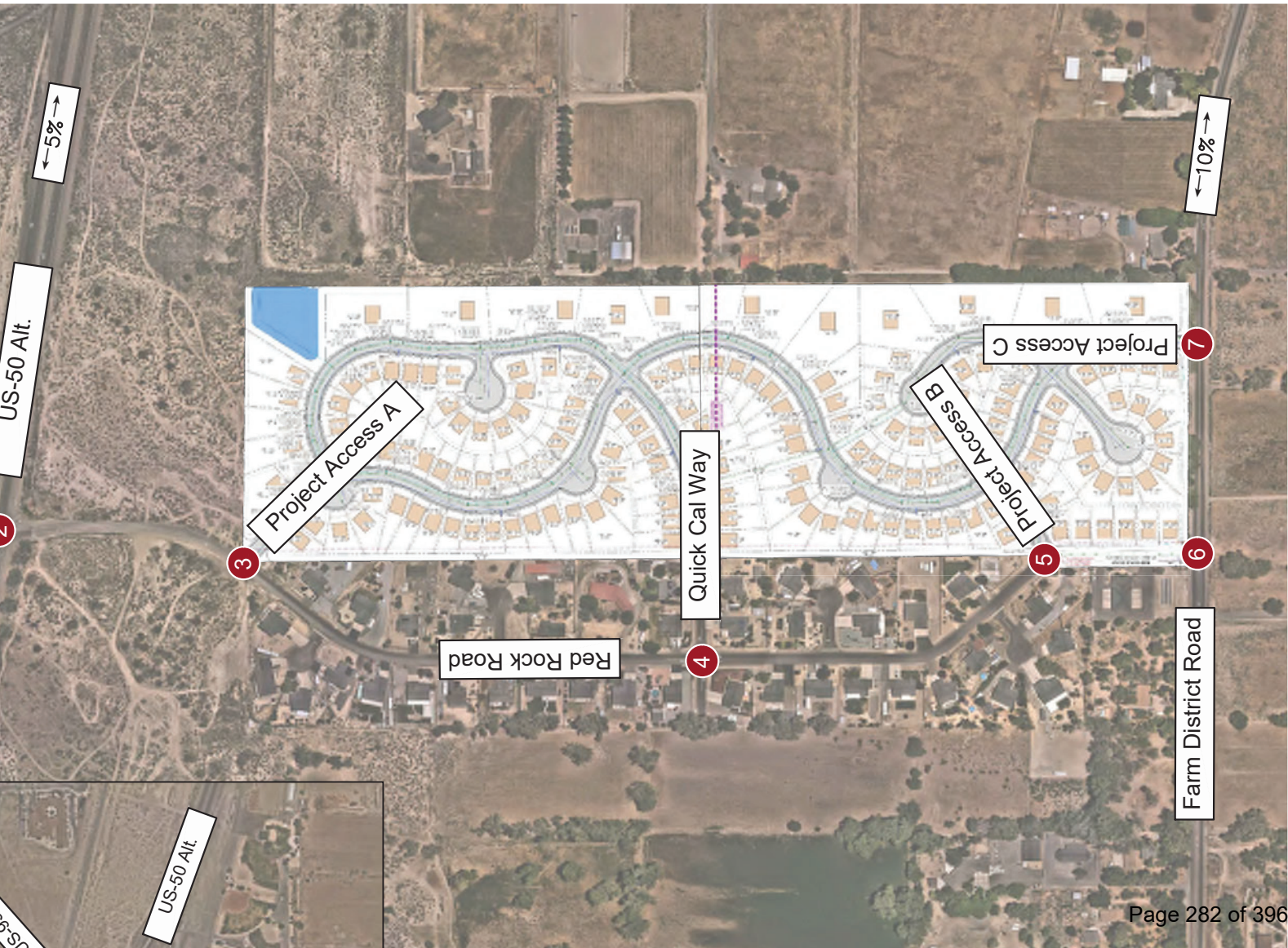
3.6. Traffic Assignment

Project traffic assignment was obtained by applying the project trip distribution to the estimated traffic generation of the development shown in **Table 2**. Project traffic assignment for the proposed development is shown in **Figure 8**.

The entering and exiting trips at the project access drive are rounded to the nearest whole number when assigned. Therefore, the number of trips assigned to the project driveway may differ slightly from the total trip generation.

3.7. Background Plus Project Traffic Volumes

The project generated traffic volumes in **Figure 8** were added to the background traffic volumes in **Figure 4** and **Figure 5** to represent estimated traffic conditions for full project development in 2026. The 2026 background plus project peak hour traffic volumes for the study area intersections and the project access drive are illustrated in **Figure 9** and **Figure 10**.



1 US-95 Alt./US-50 Alt./Farm District Road Peak Hours 7:00 AM - 8:00 AM (4:30 PM - 5:30 PM) ← 10%(0%) → ← 40%(0%) → ← 0%(10%) → ← 0%(10%) → ← 0%(40%) → ← 0%(10%) →	US-50 Alt. and Red Rock Road Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) ← 55%(0%) → ← 0%(5%) → ← 0%(5%) →	2 US-50 Alt. and Red Rock Road Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) ← 5%(0%) → ← 0%(5%) → ← 0%(5%) →	3 Red Rock Road and Project Access A Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM) ← 5%(0%) → ← 55%(0%) → ← 0%(55%) → ← 0%(5%) →	4 Red Rock Road and Quick Cal Way Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM) ← 5%(0%) → ← 0%(0%) → ← 0%(5%) → ← 0%(5%) →	5 Red Rock Road and Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) ← 0%(5%) →	6 Farm District Road and Red Rock Road Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM) ← 0%(15%) → ← 0%(10%) → ← 15%(0%) → ← 15%(0%) →	7 Farm District Road and Project Access C Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM) ← 0%(15%) → ← 10%(0%) → ← 15%(0%) →
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Legend

#

Study Area Key

X

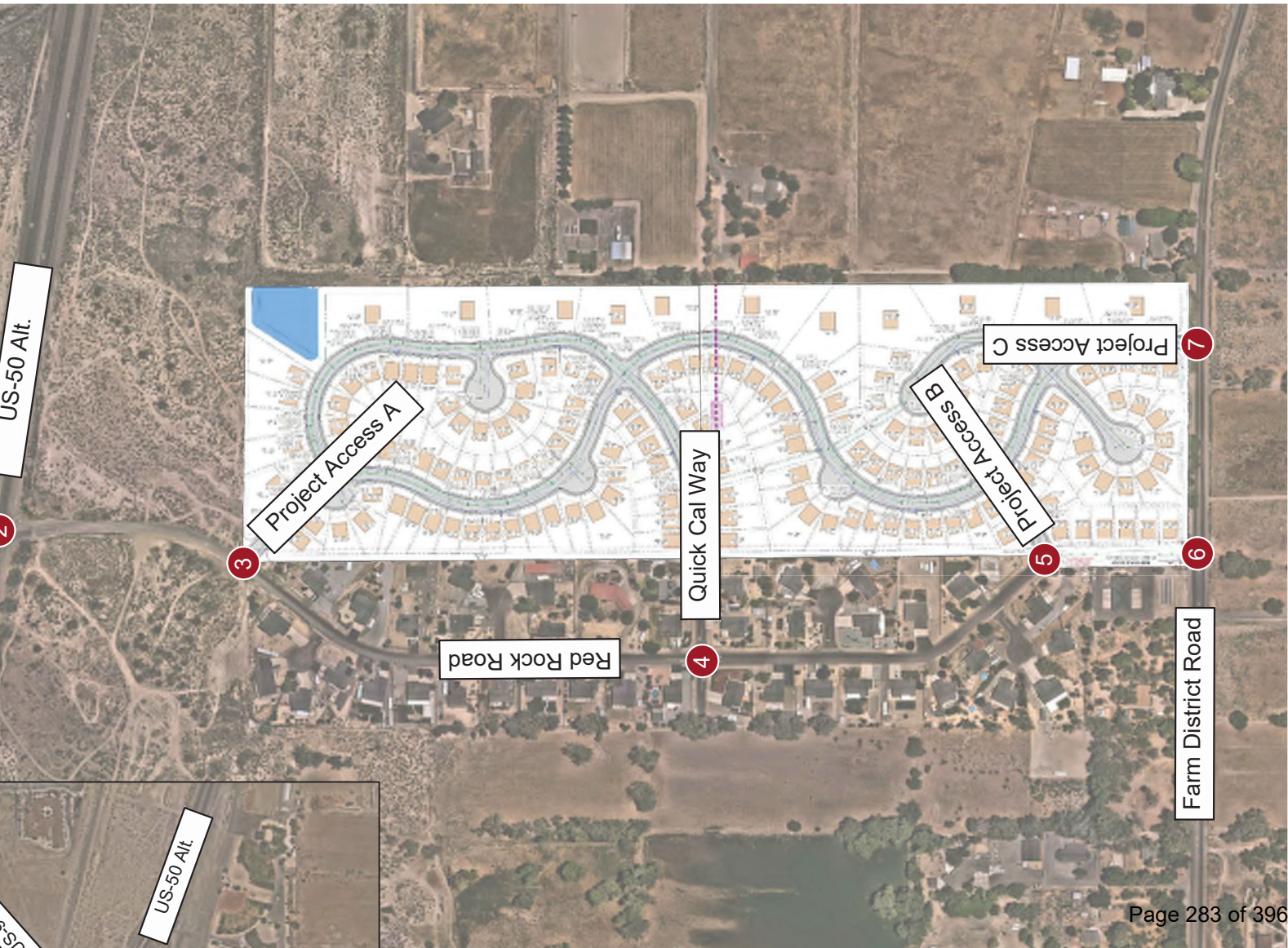
Project Access

← XX%(XX%) →

IN(OUT) Global

← XXX%(XX%) →

IN(OUT) Peak



1 ← 34(22) ← 8(6) ↖ 11(38) ↖ 3(10) ↖ 3(10) ↖ 3(10)	US-95 Alt./US-50 Alt./Farm District Road
2 ↖ 1(5) ↖ 46(30) ↖ 4(3)	US-50 Alt. and Red Rock Road
3 ↖ 1(5) ↖ 15(52) ↖ 46(30) ↖ 4(3)	Peak Hours 7:00 AM - 8:00 AM (4:30 PM - 5:30 PM) Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM)
4 ↖ 1(5) ↖ 4(3) ↖ 4(3) ↖ 1(5)	Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM) Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM)
Red Rock Road and Project Access A	Red Rock Road and Quick Cal Way
6 ↖ 13(8) ↖ 8(6) ↖ 4(14) ↖ 4(14)	Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM) Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM)
Farm District Road and Red Rock Road	Farm District Road and Project Access C
5 ↖ 4(3)	
US-50 Alt.	Red Rock Road and

Study A

Project

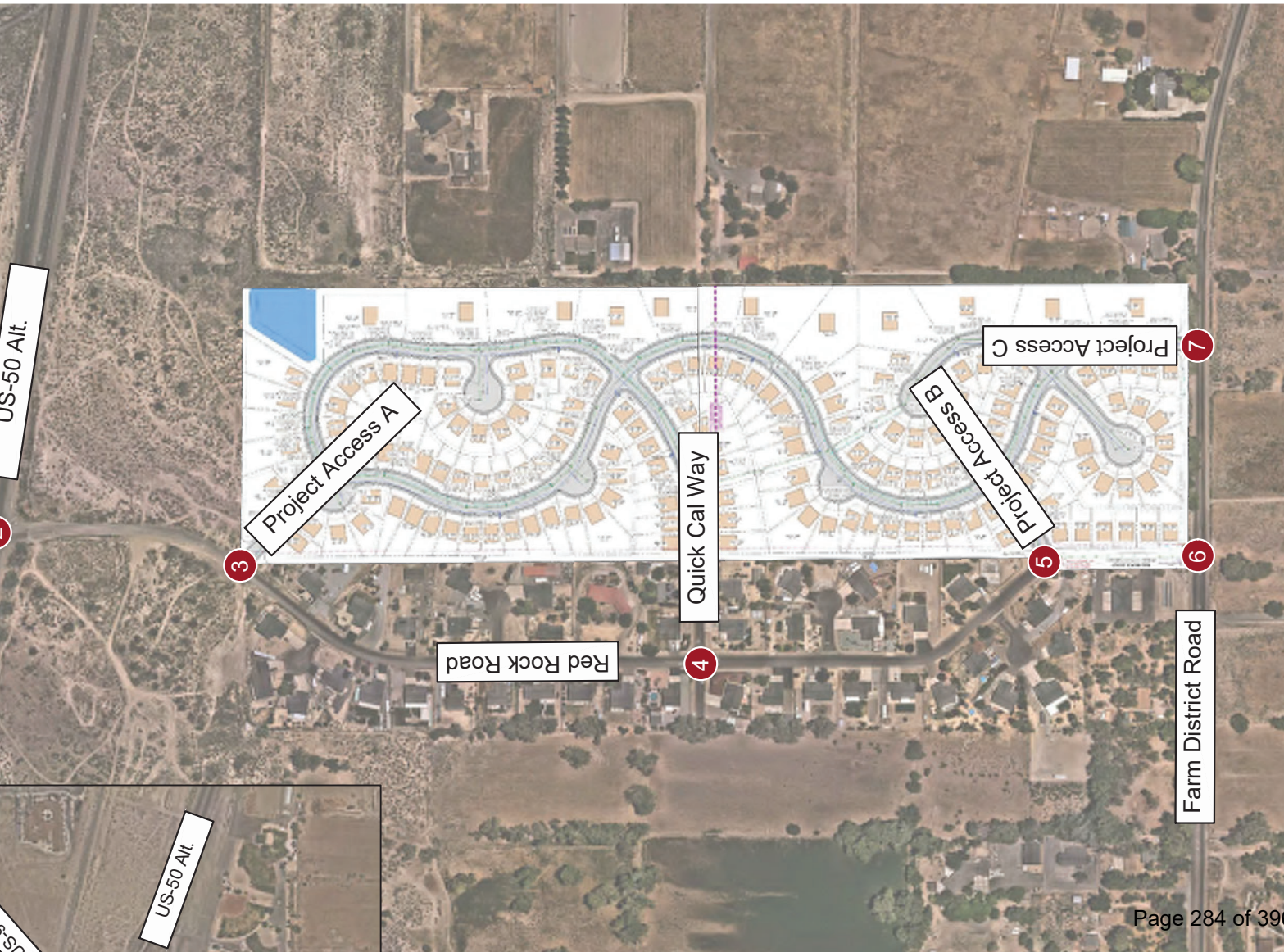
AM(PM)

#

X

← xx (xx)

Legend



1 ← 589(558) ← 258(228) ← 32(29) → 261(661) → 141(235) → 207(546) → 196(198) → 151(143) → 59(324) ← 109(53) ← 366(322) ← 65(91)	US-95 Alt./US-50 Alt./Farm District Road	3 → 12(28) → 15(52) ← 46(30)	Red Rock Road and Project Access A	6 → 19(17) → 16(12) ← 21(9) ← 132(108) 13(30) → 135(147) →	Farm District Road and Red Rock Road
2 ← 507(550) ← 1(8) → 89(49) → 26(72) → 396(665) → 6(5)	US-50 Alt. and Red Rock Road	4 → 15(24) → 1(5) ← 5(3) ← 4(3) → 40(19) → 1(5)	Red Rock Road and Quick Cal Way	7 → 13(8) → 3(10) → 139(109) 4(14) → 139(139) →	Farm District Road and Project Access C
Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM)	US-50 Alt. and Red Rock Road	Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM)	Red Rock Road and Quick Cal Way	Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM)	Farm District Road and Project Access C
Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:30 PM)	US-95 Alt./US-50 Alt./Farm District Road	Peak Hours 7:00 AM - 8:00 AM (4:30 PM - 5:30 PM)	Red Rock Road and Project Access A	Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM)	Farm District Road and Red Rock Road
Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM)	US-50 Alt. and Red Rock Road	Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM)	Red Rock Road and Quick Cal Way	Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM)	Farm District Road and Project Access C
Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM)	US-50 Alt. and Red Rock Road	Peak Hours 7:00 AM - 8:00 AM (4:15 PM - 5:15 PM)	Red Rock Road and Quick Cal Way	Peak Hours 8:00 AM - 9:00 AM (4:15 PM - 5:15 PM)	Farm District Road and Project Access C

Legend

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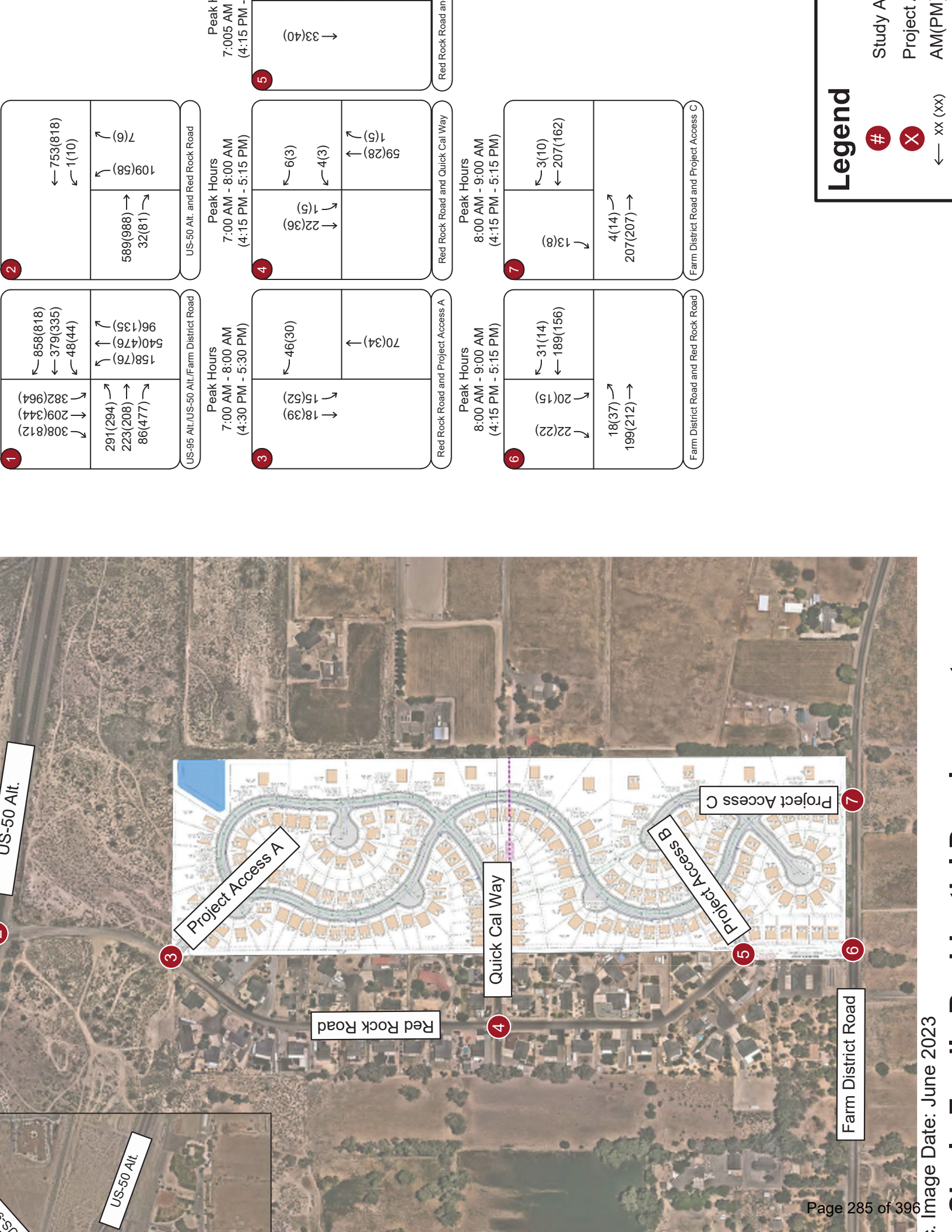
Study A

X

Project

← xx (xx)

AM(PM)



4. TRAFFIC IMPACT ANALYSIS

Traffic analyses for 2024 existing, 2026 background, 2026 background plus project, 2046 background, and 2046 background plus project scenarios were conducted at the identified key intersections to determine possible existing and/or future deficiencies in the street network.

4.1. Analysis Methodology

Study area intersections were analyzed based on average total delay analysis for signalized and unsignalized intersections presented in the Transportation Research Board's "Highway Capacity Manual" 6th Edition (HCM 6). Under the unsignalized analysis, the level of service (LOS) for a two-way stop-controlled intersection is determined by the computed or measured control delay and is defined for each minor movement. LOS for a two-way stop-controlled intersection is not defined for the intersection as a whole. LOS for a signalized or four-way stop controlled intersection is defined for the intersection as a whole. **Table 3** shows the definition of LOS for intersections.

Table 3 – Level of Service Definitions

Level of Service	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤10	≤10
B	>10 and ≤20	>10 and ≤15
C	>20 and ≤35	>15 and ≤25
D	>35 and ≤55	>25 and ≤35
E	>55 and ≤80	>35 and ≤50
F	>80	>50

Definitions provided from the Highway Capacity Manual, 6th Edition, Transportation Research Board.

Synchro 12 was used to analyze the study area intersections and driveways for LOS. Synchro is an interactive computer program that enables planners and engineers to forecast the traffic impacts of new developments; conduct area-wide traffic forecasting studies; test different mitigation measures and compare different traffic scenarios. Synchro 12 utilizes HCM 7 methodology to analyze intersection delay and LOS.

The roundabout operations were analyzed using SIDRA 9.1 with Highway Capacity Manual (HCM) 6 capacity model. Similar to Synchro 12, SIDRA 9.1 allows the forecasting of the traffic impacts of new developments but is designed specifically for analyzing roundabouts.

4.2. Key Intersection Operational Analysis

Calculations for the LOS at the key intersections are provided in **Appendix F**. The 2024 existing, 2026 background, and 2046 background scenarios are based on the lane geometry and intersection control shown in **Figure 2**. The 2026 background plus project and 2046 background plus project analyses are based on the lane geometry and intersection control shown in **Figure 4**. The results of the Key Intersection LOS Analysis for existing and buildout year conditions are summarized in **Table 4**. Volume-to-capacity ratio (v/c) is shown for the roundabout at US-95 Alt./US-50 Alt./Farm District Road (SR 828) (#1).

Table 4 – Key Intersection Peak Hour LOS Analysis

Intersection	2024 Existing		2026 Background		2026 Background Plus Project		2046 Background		2046 Background Plus Project	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
	Delay (LOS)	Delay (LOS)	Delay (LOS)	Delay (LOS)	Delay (LOS)	Delay (LOS)	Delay (LOS)	Delay (LOS)	Delay (LOS)	Delay (LOS)
US-95 Alt./US-50 Alt./Farm District Road (SR 828) (#1)										
Roundabout	11.4 (B)	15.2 (C)	13.6 (B)	18.5 (C)	15.6 (C)	17.1 (C)				
Volume-to-Capacity Ratio (v/c)	0.829	0.855	0.890	0.920	0.936	0.990				
Signalization	-	-	-	-	-	-				
US-50 Alt. and Red Rock Road (#2)¹										
Two-Way Stop Control										
Northbound Left	11.9 (B)	15.1 (C)	12.2 (B)	15.6 (C)	12.9 (B)	17.0 (C)				
Westbound Left	0 (A)	9.1 (A)	0 (A)	9.3 (A)	8.4 (A)	9.5 (A)				
Red Rock Road and Quick Cal Way (#4)										
All-Way Stop Control	7.2 (A)	7.1 (A)	7.2 (A)	7.1 (A)	7.1 (A)	7.1 (A)				
Farm District Road (SR 828) and Red Rock Road (#6)										
Two-Way Stop Control										
Southbound Left	10.3 (B)	9.4 (A)	10.4 (B)	9.4 (A)	10.4 (B)	9.6 (A)				
Eastbound Left	7.7 (A)	7.5 (A)	7.7 (A)	7.5 (A)	7.7 (A)	7.5 (A)				

*** Delay Exceeds 300 seconds.

¹Westbound through volumes were set to zero to model the existing High-T intersection layout.

The key intersections are expected to operate at acceptable under 2024 existing, 2026 and 2046 background, and 2026 and 2046 background plus project scenarios with exception for the following:

- US-95 Alt./US-50 Alt./Farm District Road (SR 828) (#1) in the 2046 background and 2046 background plus project AM and PM scenarios.

It should be noted that the Fernley Transportation Master Plan (2020) identified the need for improvements at US-95 Alt./US-50 Alt./Farm District Road (#1) in 2025. Considerations should be made to redesign the roundabout for improved operations, capacity, and safety. It is possible to achieve acceptable LOS in the 2046 background and background plus project AM and PM scenarios via a two-lane roundabout with two (2) entry lanes at the north, south, and west legs.

4.3. Project Access Operational Analysis

The 2046 background plus project analysis is based on the lane configuration and intersection control shown in **Figure 4**. The analysis is based on traffic volumes shown in **Figure 9** and **Figure 10**. Calculations are located in **Appendix G**. The results of the LOS analysis for the project access drive onto Red Rock Road and Farm District Road (SR 828) are presented in **Table 5**. The proposed project access drives are expected to operate at acceptable LOS in 2026 background plus project and 2046 background plus project AM and PM peak hours.

Table 5 – Project Access Drive Peak Hour LOS Analysis

Intersection	2026 Background Plus Project		2046 Background Plus Project	
	AM	PM	AM	PM
	Delay (LOS)	Delay (LOS)	Delay (LOS)	Delay (LOS)
Red Rock Road and Project Access A (Full Access) (#3) Two-Way Stop Control Southbound Left Westbound Left	7.3 (A) 8.7 (A)	7.4 (A) 8.5 (A)	7.4 (A) 8.8 (A)	7.4 (A) 8.6 (A)
Red Rock Road and Project Access B (Full Access) (#5) Two-Way Stop Control Southbound Left Westbound Left	0.0 (A) 9.0 (A)	0.0 (A) 9.1 (A)	0.0 (A) 9.2 (A)	0.0 (A) 9.3 (A)
Farm District Road (SR 828) and Project Access C (Left-in/Right-in/Right-Out Only) (#7) Two-Way Stop Control Eastbound Left	7.6 (A)	7.5 (A)	7.7 (A)	7.6 (A)

5. NDOT ACCESS SPACING STANDARDS REVIEW

This section of the report analyzes project access compliance with the NDOT spacing standards set forth by the NDOT Access Management System and Standards 2017 Edition.

5.1. Spacing Standards Analysis

Chapter 4: Design Standards and Specifications of the Nevada Department of Transportation (NDOT) Access Management System and Standards (AMSS) 2017 Edition details design and construction standards and specifications for access to sites via major and minor roadways. Table 4-1 of the NDOT AMSS specifies access spacing standards based on roadway class (i.e., interstate freeways, expressways, arterials, and collectors), posted speed limits, and access scenarios (i.e., full access or limited access). The functional classification for Farm District Road (SR 828) was determined according to a map on the NDOT website, available [here](#). Table 4-1 is summarized in **Table 6**.

Table 6– Summary of NDOT Access Spacing Standards for Project Site

Roadway Class	Location/Posted Speed Limit	Full Access		Limited Access	
		Signalized Intersection Uniform Spacing	Unsignalized Intersection/Roundabout Minimum Spacing	Left-in/Right-in/Right-out only Minimum Spacing	Right-in/Right-out only Minimum Spacing
4: Minor Arterials	≥ 40 mph	2,640'	1,320'	660'	350' – 600'

Source: Nevada Department of Transportation Access Management System and Standards, 2017 Edition

Farm District Road (SR 828) is functionally classified as “Minor Arterials” with a posted speed limit of 45 miles per hour adjacent to the project site. According to **Table 6**, a minimum of 660 feet is required between the centerline of any proposed left-in/right-in/right-out only driveway and any adjacent intersection. The proposed left-in/right-in/right-out only project access onto Farm District Road (SR 828) (Project Access C) is 606 feet from Red Rock Road. Because the proposed project access deviates less than 10 percent (10%) from the standards set in the NDOT Access Management System and Standards 2017 Edition, a minor deviation is requested for access onto Farm District Road (SR 828).

Upon project buildout, deceleration lanes will be required for the eastbound to northbound left turn movement (ingress) and the westbound to northbound right turn movement (ingress). This is based on traffic volumes shown in **Figure 9** and **Figure 10**, as well as the site plan provided in **Appendix B**. The standards in Table 4-13 and 4-17 of the NDOT Access Management System and Standards 2017 Edition, summarized in **Table 7** and **Table 8**, describe the conditions for a left-turn lane and right-turn lane warrant at unsignalized intersections on two-lane roadways in rural areas, respectively.

Table 7 – Summary of Table 4-13: Left-Turn Lane Warrants at Unsignalized Intersections, Two-Lane Roadways in Rural Areas

Turning Volume (veh.)	Minimum Directional Volume in the Through Lane (veh.)
	45 to 55 mph
10	80
14 ¹	64 ²
15	60

Source: Nevada Department of Transportation *Access Management System and Standards*, 2017 Edition.

¹ Value obtained from eastbound left turn movement in at Intersection #7 in **Figure 9** and **Figure 10**.

² Value interpolated based on information from Table 4-13 of the NDOT AMSS.

Table 8 – Summary of Table 4-17: Right-Turn Lane Warrants at Unsignalized Intersections, Two-Lane Roadways in Rural Areas

Turning Volume (veh.)	Minimum Directional Volume in the Through Lane (veh.)
	45 to 55 mph
10	170

Source: Nevada Department of Transportation *Access Management System and Standards*, 2017 Edition.

¹ Value obtained from westbound right turn movement in at Intersection #7 in **Figure 9** and **Figure 10**.

² Value interpolated based on information from Table 4-17 of the NDOT AMSS.

The largest turning movement volume between the AM and PM scenarios were used to determine if turn warrants are met for the project access driveway. Per **Table 9**, the traffic conditions meet the requirement for the left-turn lane warrant based on turning movement counts shown in **Figure 9** and **Figure 10**, respectively.

Table 9 – Summary of Auxiliary Deceleration Lane Warrants

Warrant	Turning Volume (veh.)	Minimum Directional Volume in the Through Lane (veh.)	Directional Volume in the Through Lane	Warrant Met?
Left-Turn Lane Warrant	14	64	139 veh. – 2026 Background Plus Project PM	Yes
Right-Turn Lane Warrant	10	170	162 veh. – 2046 Background Plus Project PM	No

Based on the Comprehensive Master Plan (2018) and Fernley Transportation Master Plan (2020), the left-turn lane should be implemented as a two-way turn lane between Red Rock Road and Project Access Drive C. This is to maintain a consistent roadway cross-section along Farm District Road (SR 828) and preserve access to properties along the south side of SR 828.

6. CRASH DATA SUMMARY

Crash data was requested for four (4) existing study intersection from the NDOT Safety Engineering Division for the most recent five-year period (January 1, 2016 – December 31, 2020). The crash data for the study intersections is summarized in **Table 10**. The intersection crashes include those crashes on both the major and minor streets of the key intersections during the five-year analysis period.

Table 10 – Crash Data Summary

Intersection Name	Total Crashes	Property Damage Only	Injury	Fatal
US-95 Alt./US-50 Alt./Farm District Road (SR 828) (#1)	35	30 (86%)	5 (14%)	0 (0%)
US-50 Alt. and Red Rock Road (#2)	1	1 (100%)	0 (0%)	0 (0%)
Red Rock Road and Quick Cal Way (#4)	0	0	0	0
Farm District Road (SR 828) and Red Rock Road (#6)	0	0	0	0
Total	36	31 (86%)	5 (14%)	0 (0%)

A total of 36 crashes were recorded at the four (4) intersections in the most recent five-year period. Those 36 crashes resulted in 5 injury crashes (14%) and 31 property damage only crashes (86%). There were no fatal crashes reported at the four (4) study intersections in the most recent five-year period.

7. CONCLUSIONS/RECOMMENDATIONS

The proposed development traffic is anticipated to generate traffic volumes resulting in the following recommendations:

- The following modifications should be made to Farm District Road (SR 828) and Project Access C (#7):
 - The developer is recommended to space Project Access C at least 606 feet from Red Rock Road to stay within minor deviation standards as defined in the NDOT Access Management System and Standards.
 - The eastbound left turn lane should be designed to accommodate a maximum 95th percentile queue length of 25 feet (in addition to deceleration length per NDOT standards). To preserve access to existing properties located along the south side of Farm District Road (SR 828), it is recommended that the developer install a Two-Way Left Turn Lane (TWLTL) between Project Access C and Red Rock Road.
- The developer is recommended to install an R1-1 “STOP” sign with appropriate pavement markings for the egressing access drives onto Red Rock Road (two drives) and Farm District Road (SR 828).
- The NDOT should perform an Intersection Control Evaluation (ICE) on the intersection of US-95 Alt./US-50 Alt./Farm District Road (SR 828) (#1). Based on Table 4, the LOS at the intersection does not fall below acceptable LOS as a result of this project. The ICE may recommend signalization or a multi-lane roundabout which could improve LOS at this intersection for 2046 Background conditions.
- All on-site and off-site signing and striping improvements should be incorporated into the Civil Drawings and conform to the current Manual on Uniform Traffic Control Devices (MUTCD), as applicable.
- The project is not anticipated to have significant impacts to the key study intersections and the surrounding street network.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 5, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Michele Rambo, Planning Director

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Ordinance
Motion

AGENDA ITEM:

(For possible action) Discussion and possible action regarding Bill #353 in association with a proposed Zoning Map Amendment (ZMA 24002) and Tentative Subdivision Map (TSM 24002), a request by Phelps Engineering, Inc on behalf of Creekwood Development Group for 1) changing the zoning designation from SF20 (Single-Family Residential; 20,000 square foot minimum) to SF6 (Single-Family Residential; 6,000 square foot minimum; and 2) the division of approximately 39.67 acres into 153 single-family lots. The project is located on the south side of Farm District Road between Browne Lane and Rainbow Lane (APN 021-303-20).

AGENDA ITEM BRIEF:

The applicant is proposing 153 single-family unit parcels, as well as a zone change from SF20 to SF6.

This item was considered by the Planning Commission at their January 8, 2025 meeting where they recommended denial of both Zoning Map Amendment 24002 and Tentative Subdivision Map 24002 due to concerns with the proposed lot sizes.

First Reading of Bill #353 was conducted by the City Council at their January 15, 2025 meeting.

RECOMMENDED MOTION:

I move to approve Bill #353 in association with ZMA 24002 and approve TSM 24002 based on the findings and conditions of approval found in the staff report.

BUSINESS IMPACT (per NRS Chapter 237):

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

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

I move to deny Bill #353/ZMA24002 and TSM 24002 based on the following: _____.

Other as Council feels appropriate.

BACKGROUND:

The applicant is seeking approval for a Zoning Map Amendment (ZMA) and Tentative Subdivision Map (TSM) for the 39.67-acre property from the current Zoning Designation (SF20) to (SF6). The proposed development provides 153 single family units with on-site stormwater detention facilities.

ANALYSIS:

The current zoning designation of SF20, residential single-family (minimum lot size of 20,000 square feet), permits a maximum of 2 detached single-family units per acre. The applicant is requesting a zoning map amendment to change the zoning to SF6, residential single-family (minimum lot size of 6,000 square feet), which permits a maximum of 7 detached single-family units per acre. The zone change would allow up to 3.86 dwelling units per acre to accommodate the proposed 153 dwelling units.

APPROVAL CRITERIA:

Section 1

Fernley Municipal Code requires the Planning commission review and make recommendations to City Council for a **Zoning Map Amendment** based on the approval criteria listed in findings a-c below. The Commission is recommending denial of ZMA24002 due to insufficient findings on: compatibility with surrounding properties, and consistency with the intent of the master plan policies surrounding residential intensity of use.

FINDINGS:

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

This finding can be made. The proposed zone (SF6) is an equivalent zoning district of the master plan's Single-Family Residential (SF) designated land use. The applicant suggests that the proposed zone change supports the master plan community goals and action strategies regarding Land Use (LU), specifically LU. 1.2 – "Encourage new development to be in accordance with the Comprehensive Master Plan land use category."

2. Consistent with the surrounding land uses.

The proposed project is consistent with the surrounding land uses, which provide a variety of allowed residential density. Nearby development includes vacant, single-family, and multi-family residences; SF-6 to the North, RR5 to the West, and SF20/SF9 to the East.

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

This item was noticed on 11/25/24 and considered at a public hearing at a regular meeting of the Fernley Planning Commission in accordance with all local and state guidelines. A motion was made at the December 11, 2024 meeting to continue the item to the next regularly scheduled meeting; no additional noticing required. At their January 8th 2025 meeting the Planning Commission recommended disapproval of a bill - to be prepared and placed on the agenda of the city council for a first reading pursuant to NRS 268. This item was further noticed

*and considered at a public hearing by the Fernley **City Council** on February 5, 2025 before taking any final action. As such, both of the required approving bodies have publicly noticed and considered public testimony in compliance with the minimum review procedures set by the NRS and FMC.*

Section 2

Fernley Municipal Code requires the Planning Commission review **Tentative Subdivision Maps** based on the approval criteria of subsection (g) "Subdivision and Parcel Map Technical Design Standards" and findings 1-11. The Commission is recommending denial of TSM24002 due to insufficient findings on consistency with the zoning regulations regarding the proposed lot sizes.

FINDINGS:

1. Compliance with environmental and health laws and regulations concerning water and air pollution, solid waste disposal, water supply facilities, community or public sewage disposal, and, where applicable, individual systems for sewage disposal;

Standard project conditions of approval addressing the above referenced environmental health standards including dust erosion, solid waste disposal, stormwater drainage, and utility infrastructure; No source-specific hazards were identified during preliminary review requiring mitigation. Water and sewer shall be provided by the City of Fernley, and the developer shall be responsible for determining, providing, and maintaining adequate public facilities to the satisfaction of the City Engineer.

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

FMC Section 32.09.035 "final subdivision map approval" requires the applicant dedicate to the city the surface water or groundwater rights reasonably necessary to ensure an adequate water supply to serve all parcels or lots within the project. The applicant has indicated they have sufficient water rights for the proposed tentative subdivision map. Each of the 153 single—family parcels requires 1.12 acre—feet of surface water to be dedicated to City of Fernley to provide municipal services, for a total of 171.36 acre-feet

3. Availability and accessibility of utilities;

The land is currently vacant. All water, sewer, and other public utilities are proposed as new and included as part of the development of the subdivision. The developer shall incur any and all costs associated with infrastructure expansion (including connection fees), and shall be responsible for constructing any improvements deemed necessary to serve the project.

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

This tentative map was forwarded to Lyon County School Board in accordance with NRS §278.346; the board did not indicate a school site is needed within the area. This subdivision is vacant land but is located within areas already served by Lyon County Sheriff's Department and the North Lyon County Fire Protection District. The question of automobile transportation is addressed through the Development Code which requires the streets to be built out prior to submitting the final map application. The submitted traffic impact study did identify the need for additional improvements to existing public streets and highways, such as the construction of site frontage improvements to NDOT Standards to accommodate the master planned improvements for SR 828, and the construction of dual site accesses, of at least 600 feet apart, with dedicated left turn and right turn lanes. All streets within the subdivision are required to have sidewalks, which will allow pedestrian access. Condition 29 discusses residential construction tax. Given the current market rate of single—family homes in City of Fernley,

the developer will be required to pay \$1,000 per dwelling unit in residential construction tax.

5. Consistency with the zoning district regulations;

The tentative map has been analyzed for consistency with the zone change indicated in companion application ZMA24002 from SF20 to SF6. (Single—Family Residential, 20,000 square foot minimum lot size vs 6,000 square foot minimum lot size). These are equivalent zoning categories and comply with the corresponding Master Plan land use designation. As mapped, the proposed new parcels meet all requirements of the SF6 zone, including: 6,000 square feet minimum lot size, 35' minimum lot frontage, 60' minimum lot width, and 6S' minimum corner lot width.

6. Conformity with the master streets and highways plan;

Staff verified that the traffic impact study submitted for the proposed development complies with the "City of Fernley Transportation Master Plan" of July 2020, as well as the transportation policies listed in the Comprehensive Master Plan (2018). On January 8th, 2025, the Planning Commission approved Resolution 25-002 exempting new development from any LOS standard requirements in association with the Farm District Roundabout and is incorporated by reference.

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

The proposed subdivision includes developing streets on—site that will not only internally connect the 1S3 single family homes, but also connect to existing City streets, such as Farm District Road and Iron Court/Rainbow Lane. The proposed new streets to be constructed internally include Shoshone Street, Great Basin Drive, Black Rock Drive, Toiyabe Drive, Pah Rah Drive, and Gold Street.

The proposed subdivision is expected to generate an additional 1,443 daily trips, with 115 occurring during peak AM hours and 151 occurring during peak PM hours. This estimate was prepared by Phelps Engineering and sourced from the Institute of Transportation Engineers (ITE).

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

As part of their submission, the developer provided a preliminary technical drainage and geotechnical report. Staff screened recommendations from these reports and found no items of concern related to floodplain, slope, soil, or topography.

9. Recommendations and comments of review bodies;

All outstanding items from the initial review have been addressed by the applicant and conditioned as necessary. NDOT provided minor access mitigations for SR828, Rainbow Lane, and Great Basin Drive. These mitigations include realignment of the multi—use pedestrian paths and ADA compliant ramps, installing deceleration lanes, and constructing a trail connection from the multi—use path along SR828 to the proposed site trail network.

10. Conformity to the master sewer and water utility plan; and

This project conforms to both the master sewer and water utility plan as infill development. Aside from internal infrastructure needed to distribute utilities to each parcel, no additional city utility infrastructure has been identified.

11. Compliance with this Code and all other applicable regulations.

Planning and Engineering staff actively screened all requirements in Fernley Municipal Code and have determined there are no compliance issues.

Summary of Public Comment (Planning Commission December 11, 2024)

- Dana Uhlhorn, Fernley resident, spoke against changing the lot size. He stated that he participated in the Master Plan Meetings that took place 7 to 10 years ago, where 140 to 150 people from the community showed up and voiced their opinion. He said during the meetings there was a consensus that Farm District should remain a rural street with trees, to maintain the agricultural feel; and asked that the trees along Farm District and along the property boundaries be maintained.
- Greg Worgo, Fernley resident, expressed concerns about the amount of additional traffic and water. He stated a concern over employment opportunities, emergency services availability and a flood right next to the canal.
- Patrick Anderson, Fernley resident, expressed concern about traffic.
- Robert Bernal, Fernley resident, expressed concerns about traffic, specifically at the intersection of Red Rock Road.
- Jim Chamberlain (zoom), Fernley resident, expressed concerns about traffic and reducing lot size.

Summary of Public Comment (Planning Commission January 8, 2025)

- Jim Chamberlain, Fernley resident, stated per the city he can only build 1,000 foot ADU but you're letting them build 6,000 square foot lots right next to me.
- Debbie Skinner, Fernley resident, asked why it is the recommendation that's coming from staff as well as from the developer, to take this agricultural area and make it all uniform to stamp postage lots that are the same behind Rayleigh's. We could be doing some type of preservation of the Farm District and the agricultural area by simply allowing them to change their zoning from single family, R20 or to maybe single family 9,000. If it is the desire of the Commissioners and of the city of the Fernley and the Master plan to preserve some of the agricultural land, why are we taking these applications that are wanting to jump ship right from 20 to 6,000 when we have a whole range of different things. I'm not saying that property owners don't have the right to sell their property and develop it, but I think that there needs to be a better control of it, and it follows the traffic study. Everything is impounding on that, but if we increase the lot size, it will reduce the amount of people that are moving into that area.
- Becki Howlett, Fernley resident, stated she was under the understanding that at one point the Council did change it so when it goes from larger acreage to smaller lots, that it's supposed to gradually decrease, so there's not such a disparity.
- Dana Uhlhorn (Zoom), Fernley resident, stated developers need to consider where they are developing. He recommended the outside lots be 20,000 square foot lots. One of the things that everybody that met with the city on this Master Plan revision said that they wanted to maintain the country atmosphere of Farm District Road. What they came up with was a 200 to 250 foot buffer off of Farm District before you could start putting in houses.
- Dan McCreary, Fernley resident, (Zoom) stated that he is in favor for the approval of this project.

RELEVANT LAWS, STATUTES, AND REGULATIONS:

General

[Nevada Revised Statutes \(NRS\), Chapter 278](#) - Planning and Zoning
[Fernley Municipal Code \(FMC\), Title 32](#) - Development Code

City of Fernley Comprehensive Master Plan

Specific

[NRS §278.330](#)-278.353 - Subdivision of Land: Tentative Maps

[FMC §32.03.060](#)(f)(1) - Tentative subdivision maps

NRS §278.260 - Determination, establishment, enforcement and amendment of zoning regulations...

FMC §32.03.040(e) - Zoning map amendments (rezoning)

[FMC §32.06.070](#) - Residential - Single-family (SF20, SF12, SF9, SF6)

[FMC §32.09](#) - Development Standards

FINANCIAL IMPLICATIONS:

None

ATTACHMENTS:

1. Bill 353
2. Conditions of Approval
3. Adjacency Code
4. Tentative Map Set
5. Project Narrative
6. New Traffic Report - Without Appendix

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

BILL # 353
CITY OF FERNLEY
ORDINANCE # _____

A GENERAL ORDINANCE FOR A ZONING MAP AMENDMENT, ASSOCIATED WITH ZMA24002, TO CHANGE THE ZONING OF ±39.67 -ACRES GENERALLY LOCATED SOUTH OF FARM DISTRICT ROAD BETWEEN BROWN LANE AND RAINBOW LANE (APN: 020-303-20) FROM SF20 (SINGLE-FAMILY MINIMUM LOT SIZE OF 20,000 SQUARE FEET) TO SF6 (SINGLE-FAMILY MINIMUM LOT SIZE OF 6,000 SQUARE FEET) IN ORDER TO DEVELOP A SUBDIVISION CONSISTING OF 153 SINGLE-FAMILY RESIDENCES.

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

Section 1: The zoning of that certain real property totaling 39.67 acres, more or less, situated in the City of Fernley, Nevada, and owned by Creekwood Development Group, being more particularly described on Exhibit “A” attached hereto and depicted on “Exhibit B” attached hereto is hereby reclassified from SF20 to SF6.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: The City Clerk is instructed and authorized to publish the title to this ordinance as provided by law and to record the plan certified herein as provided by law.

SECTION 4: This ordinance shall become effective upon passage, approval, and publication.

SECTION 5: The provisions of this ordinance shall be liberally construed to effectively carry out its purposes in the interest of public health, safety, welfare and convenience.

SECTION 6: If any subsection, phrase, sentence or portion of this section is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 7: The Council finds that this ordinance is not likely to impose a direct and significant economic burden upon a business or directly restrict the formation, operation or expansion of a business, or is otherwise exempt from Nevada Revised Statutes Chapter 237.

BILL # 353 BEING HEREBY PROPOSED this 15th day of January 2025.

BILL # 353 BEING HEREBY PASSED, APPROVED and ADOPTED this 5th day of February 2025, by the following vote of the Council:

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

FERNLEY CITY COUNCIL

By:

Neal E. McIntyre, Mayor

Date: _____

Attest By:

Kim Swanson, City Clerk

Date: _____

Exhibit A
Legal Description

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF NEVADA, COUNTY OF LYON, DESCRIBED AS FOLLOWS:

TOWNSHIP 20 NORTH, RANGE 25 EAST, M.D.M., SECTION 20: ALL THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF THE T.C.I.D. CANAL.

NOTE: THE ABOVE LEGAL DESCRIPTION IS FOR USE ON ATTACHED PRELIMINARY TITLE REPORT ONLY AND IS NOT FOR USE ON ANY CONVEYANCING OR RECORDING DOCUMENTS.

CAN BE FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 20 NORTH, RANGE 25 EAST, MOUNT DIABLO BASE & MERIDIAN, SITUATE IN LYON COUNTY, NEVADA; THENCE NORTH 01°07'08" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SAID SECTION 20, A DISTANCE OF 2637.56 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 88°21'03" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW $\frac{1}{4}$), A DISTANCE OF 1329.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE, SOUTH 88°20'35" EAST, A DISTANCE OF 1330.31 FEET TO THE CENTER OF SAID SECTION 20; THENCE DEPARTING SAID NORTH LINE, SOUTH 01°17'49" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW $\frac{1}{4}$), A DISTANCE OF 1220.18 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF THAT CERTAIN 200 FOOT WIDE TRUCKEE CARSON IRRIGATION DISTRICT (TCID) CANAL AS SHOWN ON THE UNITED STATES RECLAMATION SERVICE PROPERTY AND STRUCTURE MAP FOR SAID SECTION 20, DATED 1911, FILED WITH THE TRUCKEE CARSON IRRIGATION DISTRICT; THENCE DEPARTING SAID EAST LINE, SOUTH 88°26'51" WEST ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 540.51 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY, BEGINNING AT A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1054.92 FEET, A CENTRAL ANGLE OF 14°22'30", AND AN ARC DISTANCE OF 264.67 FEET; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY, SOUTH 74°04'21" WEST, A DISTANCE OF 552.95 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 01°12'18" EAST ALONG THE WEST LINE OF THE EAST HALF (E $\frac{1}{2}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SAID SECTION 20, A DISTANCE OF 1465.15 FEET TO THE POINT OF BEGINNING.

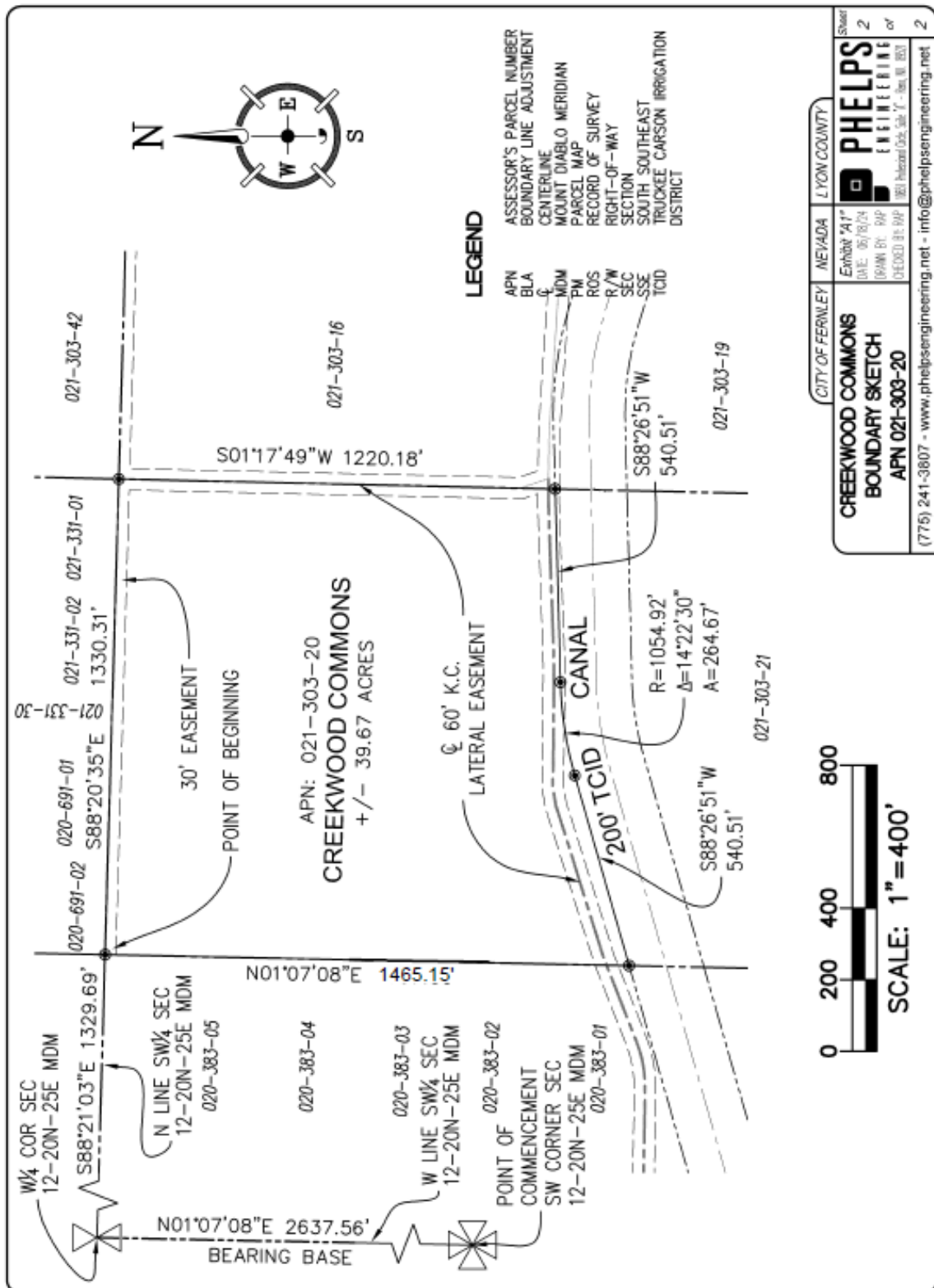
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY, IF ANY.

CONTAINING 39.67 ACRES, MORE OR LESS.

Prepared By: Richard A. Pedraza, PSM/PLS
In the offices of: Phelps Engineering Services, Inc.
10651 Professional Circle, Suite "A"
Reno, NV 89521



Exhibit B
Plat Map



Conditions of Approval for:
Zoning Map Amendment (ZMA 24002)
Tentative Subdivision Map (TSM 24002)

SCOPE AND DURATION OF APPROVAL

1. APPROVAL:

THE PROJECT IS APPROVED AS CONDITIONED AND DESCRIBED BELOW. ANY SUBSTANTIVE CHANGE SHALL REQUIRE APPROVAL BY THE CITY OF FERNLEY AND BE PROCESSED AS OUTLINED IN THE DEVELOPMENT CODE.

- A. THE ZONING MAP AMENDMENT IS APPROVED CHANGING THE ZONING OF THE PROPERTY FROM SF20 TO SF6.
- B. THE TENTATIVE SUBDIVISION MAP IS APPROVED TO DIVIDE APPROXIMATELY 39.67 ACRES INTO 153 SINGLE-FAMILY LOTS.

2. PROJECT DESCRIPTION:

THE PROJECT APPROVAL IS LIMITED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT WITH A MAXIMUM OF 153 LOTS ON 39.67 ACRES LOCATED ON THE SOUTH SIDE OF FARM DISTRICT ROAD BETWEEN BROWNE LANE AND RAINBOW LANE (APN 021-303-20).

3. EXPIRATION DATE:

THE TENTATIVE SUBDIVISION MAP APPROVAL SHALL EXPIRE WITHIN FOUR (4) YEARS OF THE DATE OF THE CITY COUNCIL APPROVAL UNLESS THE FINAL MAP HAS BEEN RECORDED IN ACCORDANCE WITH NEVADA REVISED STATUTES (N.R.S.) 278.360. THE ZONING MAP AMENDMENT DOES NOT EXPIRE.

4. GOVERNING DOCUMENTS:

ALL CITY OF FERNLEY MUNICIPAL CODE (FMC) OR DEVELOPMENT CODE REFERENCES HEREIN PERTAIN TO THE VERSION OF THE CODE AS ADOPTED AT THE TIME OF THE PROJECT APPROVAL. THE DEVELOPER MUST COMPLY WITH ALL DESIGN STANDARDS AND REGULATIONS AS SET FORTH IN FMC. THE DEVELOPER MAY SUBSTITUTE REQUIREMENTS ESTABLISHED IN FUTURE FMC UPDATES, IF APPROVED BY THE ADMINISTRATOR.

THE DEVELOPER SHALL ALSO COMPLY WITH ALL STANDARDS FOUND WITHIN "CITY OF FERNLEY DEPARTMENT OF PUBLIC WORKS DESIGN STANDARDS & REVIEW GUIDELINES" AS UPDATED IN MARCH 2024, "CITY OF FERNLEY STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION" AS UPDATED IN JULY 2022, AND THE MOST CURRENT "CITY OF FERNLEY COMPREHENSIVE MASTER PLAN".

REGULATORY AGENCIES

5. NORTH LYON FIRE PROTECTION DISTRICT:

- A. THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT TO THE APPROVAL OF THE ADMINISTRATOR AND FIRE CHIEF PRIOR TO THE ISSUANCE OF ANY FINAL MAP FOR THE PROJECT.
- B. NO COMBUSTIBLES SHALL BE BROUGHT ON SITE PRIOR TO THE INSTALLATION AND ACCEPTANCE OF AN ALL-WEATHER SURFACE AND THE INSTALLATION/OPERATION OF FIRE HYDRANTS TO THE APPROVAL OF THE ADMINISTRATOR, PUBLIC WORKS DIRECTOR, AND THE NORTH LYON COUNTY FIRE PROTECTION DISTRICT.

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

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

7. NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE NEVADA DEPARTMENT OF ENVIRONMENTAL PROTECTION — BUREAU OF SAFE DRINKING WATER AND BUREAU OF WATER POLLUTION CONTROL FOR THE WATER AND SEWER INFRASTRUCTURE DESIGN AND CONSTRUCTION TO THE APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

8. FEDERAL, STATE, AND LOCAL AGENCIES:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF ANY OTHER FEDERAL, STATE, LOCAL AGENCY, DEPARTMENT, OR LICENSED PROFESSIONAL WITH JURISDICTION OVER THE PROJECT INCLUDING, BUT NOT LIMITED TO: NEVADA DEPARTMENT OF TRANSPORTATION (NDOT), NEVADA PUBLIC UTILITIES COMMISSION (PUCN), NEVADA STATE ENVIRONMENTAL COMMISSION, THE CITY OF FERNLEY BUILDING OFFICIAL, THE CITY OF FERNLEY ENGINEER, CITY OF FERNLEY PLANNING DEPARTMENT, CITY OF FERNLEY PUBLIC WORKS DEPARTMENT, AND THE CITY OF FERNLEY PROFESSIONAL LAND SURVEYOR.

9. UNITED STATES POSTAL SERVICE:

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

REQUIREMENTS FOR GRADING AND CIVIL PERMITS

10. WATER AND SEWER SYSTEM MODELING:

ADEQUACY OF SEWAGE COLLECTION AND/OR TREATMENT IS SUBJECT TO THE APPROVAL OF THE PUBLIC WORKS DIRECTOR. FURTHER, THE ADMINISTRATOR SHALL DETERMINE WHETHER ADEQUATE PUBLIC FACILITIES ARE IN PLACE OR CAN BE CONSTRUCTED CONCURRENTLY WITH THE DEVELOPMENT PROJECT PRIOR TO THE APPROVAL OF A DEVELOPMENT PROJECT.

11. GRADING PERMIT:

PRIOR TO ISSUE OF A GRADING PERMIT FOR THE DEVELOPMENT, THE DEVELOPER SHALL POST A SURETY BOND FOR REGRADING AND RECLAMATION OF THE SITE. THE DEVELOPER SHALL COMPLY WITH ALL GRADING REQUIREMENTS SET FORTH IN FMC, AS WELL AS ALL STATE AND FEDERAL REGULATIONS INCLUDING, BUT NOT LIMITED TO, STORM WATER POLLUTION PREVENTION AND AIR QUALITY RELATED TO SURFACE AREA DISTURBANCE.

12. PROJECT CONTACT:

PRIOR TO ISSUE OF A GRADING PERMIT, THE DEVELOPER SHALL DESIGNATE A PROJECT CONTACT PERSON TO THE ADMINISTRATOR. THE CONTACT PERSON SHALL BE AUTHORIZED TO AND RESPONSIBLE FOR CORRECTING ANY PROJECT-RELATED ISSUES ON A 24-HOUR, SEVEN-DAYS-PER-WEEK BASIS.

REQUIREMENTS DURING CONSTRUCTION PHASE

13. CONSTRUCTION DEBRIS:

ALL CONSTRUCTION SITES SHALL HAVE APPROVED TRASH RECEPTACLES OR AN APPROVED TRASH REMOVAL PLAN IN PLACE AT THE TIME OF THE FIRST INSPECTION AND DURING CONSTRUCTION, UNTIL CERTIFICATE OF OCCUPANCY IS ISSUED. THE RECEPTACLES SHALL BE USED APPROPRIATELY TO MAINTAIN A CLEAN WORK SITE.

14. CONSTRUCTION HOURS:

PRIOR TO THE START OF ANY CONSTRUCTION-RELATED ACTIVITY, THE DEVELOPER SHALL INSTALL SIGNS AT ALL ACCESS POINTS TO THE PROJECT THAT CLEARLY INDICATE THE HOURS OF ACTIVITY ON-SITE. THE DEVELOPER SHALL LIMIT ALL CONSTRUCTION-RELATED ACTIVITIES TO BETWEEN THE HOURS OF SEVEN AM AND SEVEN PM, SEVEN DAYS PER WEEK. ONCE CONSTRUCTION IS FINISHED, THE DEVELOPER SHALL REMOVE THESE SIGNS.

REQUIREMENTS FOR FINAL MAP

15. FINAL SUBDIVISION MAP PHASING:

IF THE FINAL SUBDIVISION MAP IS PHASED, EACH MAP PHASE SUBMITTED MUST BE DESIGNED TO MEET THE PUBLIC FACILITIES AND IMPROVEMENT STANDARDS AND BE ABLE TO OPERATE INDEPENDENTLY AND AS PART OF THE OVERALL DESIGN. A PHASING PLAN SHOULD BE SUBMITTED WITH PHASE ONE. CHANGES TO THE PHASING PLAN WILL REQUIRE REVIEW AND APPROVAL BY THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR, PRIOR TO IMPLEMENTATION.

16. IMPROVEMENT PLANS:

- A. WITH SUBMITTAL OF ANY FINAL SUBDIVISION MAP APPLICATION, THE ASSOCIATED CIVIL IMPROVEMENT PLANS SHALL BE SUBMITTED AND APPROVED BY THE CITY ENGINEER. THE UTILITIES AND INFRASTRUCTURE FOR EACH PHASE MUST OPERATE INDEPENDENTLY OF FUTURE PHASES YET TO BE CONSTRUCTED.
- B. FINAL IMPROVEMENT PLANS SHALL PROVIDE 20-FOOT WIDE MINIMUM GRAVEL ACCESS ALONG ONE SIDE AND THE BACK OF THE RETENTION BASINS TO PROVIDE SUFFICIENT ACCESS FOR MAINTENANCE VEHICLES.
- C. FINAL IMPROVEMENT PLANS SHALL PROVIDE RETENTION BASINS WITH A FLAT BOTTOM WHICH CAN BE ACCESSED BY MAINTENANCE VEHICLES TO REMOVE ACCUMULATED SEDIMENT. THE SURFACE FOR THE ACCESS TO THE BOTTOM OF THE BASINS SHALL BE PAVEMENT OR ARTICULATING CONCRETE BLOCKS.
- D. FINAL IMPROVEMENT PLANS SHALL PROVIDE A REINFORCED CONCRETE SWALE ALONG THE BACK OF THE LOTS BACKING UP TO THE CANAL TO INTERCEPT OFF-SITE RUNOFF AND DIRECT IT TO PERIMETER DRAINAGE SWALES OR POND B. THE CONCRETE SWALE SHALL BE MARKED "PRIVATE" ON ALL IMPROVEMENT PLANS AND SHALL BE MAINTAINED BY THE MAINTENANCE ASSOCIATION.
- E. FINAL IMPROVEMENT PLANS SHALL HAVE CROSS SECTIONS SHOWN WHICH INCLUDE THE CANAL EMBANKMENT AND THE HOMES ALONG THE CANAL. THE CROSS SECTIONS SHALL SHOW THE EXCAVATION DEPTHS AND SHALL BE APPROVED BY THE BUREAU OF RECLAMATION AND TCID.
- F. THE EXTERIOR BUFFER AREAS ON THE EAST AND WEST SIDES OF THE SUBDIVISION SHALL HAVE 12' WIDE MINIMUM ACCESS ROADS TO PROVIDE MAINTENANCE. IF THESE AREAS CARRY PRIMARY/DIRECT DRAINAGE FROM THE SUBDIVISION STREETS OR LOTS THEY SHALL ALSO HAVE CONCRETE SWALES TO CARRY THE 25-YEAR, 6-HOUR STORM.

- G. ANY STORM DRAIN BASINS TO BE OFFERED FOR DEDICATION TO THE CITY OF FERNLEY SHALL BE FULLY FENCED WITH 6' HIGH FENCING AND ACCESS GATES.

17. EASEMENTS:

THE DEVELOPER SHALL PROVIDE EASEMENTS TO THE CITY OF FERNLEY FOR MAINTENANCE OF ALL PUBLIC INFRASTRUCTURE INSTALLED ON PRIVATE PROPERTY. THE EASEMENTS SHALL INCLUDE CITY OF FERNLEY'S STANDARD EASEMENT LANGUAGE – SUBJECT TO APPROVAL OF THE CITY ENGINEER AND PUBLIC WORKS DIRECTOR – AND SHALL BE RECORDED ALONG WITH THE FINAL SUBDIVISION MAP. ALL EASEMENTS SHALL BE WIDE ENOUGH TO ALLOW FOR OPERATIONS, MAINTENANCE, AND REPLACEMENT OF UTILITY IN THE FUTURE (20-FT FOR A SINGLE UTILITY AND 30-Feet FOR TWO UTILITIES OR DEEP SEWER).

18. WATER RIGHTS:

PRIOR TO RECORDING A FINAL SUBDIVISION MAP, IN ORDER TO BE SERVED BY THE MUNICIPAL WATER SYSTEM, THE DEVELOPER SHALL DEDICATE THE APPROPRIATE AMOUNT OF WATER RIGHTS, AS CALCULATED BY THE CITY ENGINEER. SHOULD THE PROJECT BE CONSTRUCTED IN PHASES, THESE REQUIREMENTS MAY BE CALCULATED ON A PER-PHASE BASIS. THIS REQUIREMENT IS SUBJECT TO APPROVAL OF THE PUBLIC WORKS DIRECTOR, THE CITY ENGINEER, AND THE ADMINISTRATOR.

19. WATER AND SEWER:

- A. THE DEVELOPER SHALL BE RESPONSIBLE FOR CONSTRUCTING OR SHALL POST SURETY BOND FOR ALL IMPROVEMENTS DEEMED NECESSARY TO SERVE THE PROJECT, AS IDENTIFIED IN THE APPROVED WATER AND SEWER MODELING REPORTS, SUBJECT TO APPROVAL OF THE CITY ENGINEER, PRIOR TO RECORDING A FINAL SUBDIVISION MAP.
- B. THE DEVELOPER SHALL COMPLY WITH FMC STANDARDS REGARDING CONNECTIONS/DEMANDS TO THE SANITARY SEWER AND POTABLE WATER SYSTEMS, INCLUDING ASSOCIATED CONNECTION FEES, DESIGN STANDARDS, DEVELOPMENT CODE REQUIREMENTS, AND STATE REQUIREMENTS PRIOR TO ISSUING A PUBLIC IMPROVEMENT PERMIT.
- C. PRIOR TO APPROVAL OF A FINAL SUBDIVISION MAP FOR THE PROJECT, THE DEVELOPER SHALL PERMIT THE WATER SYSTEM MODIFICATIONS IN CONFORMANCE WITH THE FMC AND PUBLIC WORKS DESIGN MANUAL TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, AND ADMINISTRATOR.
- D. NEVADA DIVISION OF ENVIRONMENTAL PROTECTION BUREAU OF SAFE DRINKING WATER AND BUREAU OF WATER POLLUTION CONTROL SUBMITTAL WILL BE REQUIRED.

20. STREETS AND SIGNAGE:

STREET IDENTIFICATION SIGNS MUST BE IN PLACE AND STREETS WITHIN THE SUBDIVISION MUST BE COMPLETE, TO THE APPROVAL OF THE CITY ENGINEER AND FIRE CHIEF, PRIOR TO SUBMITTING THE FINAL MAP APPLICATION.

21. WASTE MANAGEMENT:

THE DEVELOPER SHALL PROVIDE A WILL-SERVE FROM WASTE MANAGEMENT, SUBJECT TO APPROVAL OF THE ADMINISTRATOR, PRIOR TO RECORDING ANY FINAL SUBDIVISION MAP.

22. HYDROLOGY REPORT:

THE DEVELOPER SHALL PROVIDE A FINAL HYDROLOGICAL REPORT FOR THE PROJECT IN CONFORMANCE WITH THE FMC AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND

APPROVAL BY THE CITY ENGINEER PRIOR TO APPROVAL OF A FINAL MAP FOR ANY PORTION/PHASE OF THE PROJECT.

23. MAINTENANCE ASSOCIATION:

THE DEVELOPER SHALL ESTABLISH A MAINTENANCE ASSOCIATION FOR THE UPKEEP OF ALL COMMON AREAS, THE LANDSCAPING AND FENCING THROUGHOUT THE DEVELOPMENT, AND ANY DRAINAGE CONVEYANCE FACILITIES NOT DEDICATED TO AND ACCEPTED BY THE CITY OF FERNLEY. DOCUMENTS ESTABLISHING THE MAINTENANCE ASSOCIATION SHALL BE SUBMITTED, APPROVED, AND RECORDED ALONG WITH THE FINAL SUBDIVISION MAP. THIS CONDITION IS SUBJECT TO APPROVAL OF THE ADMINISTRATOR, CITY ATTORNEY, CITY ENGINEER, FINANCE DIRECTOR, AND PUBLIC WORKS DIRECTOR.

24. DRAINAGE REPORT:

- A. THE DEVELOPER SHALL PROVIDE A DRAINAGE REPORT FOR THE PROJECT IN CONFORMANCE WITH THE CITY'S DEVELOPMENT CODE, MUNICIPAL CODE, AND THE PUBLIC WORKS DESIGN MANUAL FOR REVIEW AND APPROVAL BY THE CITY ENGINEER. EACH SUCCESSIVE PHASE OF THE PROJECT SHALL SUBMIT AN UPDATED DRAINAGE REPORT FOR REVIEW AND APPROVAL BY THE CITY ENGINEER SHOWING THE CUMULATIVE EFFECT OF THE DEVELOPED PORTION OF THE PROJECT ALONG WITH THE PROPOSED PHASE'S EFFECT ON THE TOTAL DISCHARGE INTO THE DRAINAGE SYSTEM.
- B. THE DRAINAGE REPORT INDICATES A 100-YEAR STORM EVENT WAS USED TO DETERMINE RETENTION BASIN STORAGE CONCULATIONS. UPON SUBMITTAL OF THE FINAL DRAINAGE REPORT, CONFIRM THAT THIS IS THE 100-YEAR, 24-HOUR STORM AND NOT A LESSER STORM DURATION.

25. GEOTECHNICAL REPORT:

A FINAL GEOTECHNICAL INVESTIGATION SHALL BE SUBMITTED WITH THE PUBLIC IMPROVEMENT PLAN SUBMITTAL(S) AND SHALL INCLUDE INFORMATION REGARDING PAVEMENT SECTION DESIGN.

26. SUBDIVISION MAP NOTES:

PRIOR TO SUBMITTAL OF THE FIRST FINAL MAP, THE FOLLOWING NOTES SHALL BE ADDED TO THE TENTATIVE SUBDIVISION MAP:

- A. A NOTE WHICH STATES THAT PUBLIC UTILITY EASEMENTS SHALL INCLUDE SOUTHWEST GAS, CABLE TELEVISION, AND CITY WATER, SEWER, AND STORM DRAIN UTILITIES.
- B. A NOTE GRANTING A DRAINAGE EASEMENT 10' IN WIDTH CENTERED ALONG ALL INTERIOR LOT LINES AND 5' IN WIDTH ALONG ALL REAR LOT LINES FOR THE EXCLUSIVE PURPOSE OF PROVIDING DRAINAGE FOR THE MUTUAL BENEFIT OF ADJOINING LOT OWNERS.
- C. A NOTE STATING THAT ACCEPTANCE OF THIS MAP BY THE CITY OF FERNLEY IS NOT A COMMITMENT THAT A BUILDING PERMIT WILL BE ISSUED FOR ANY OR ALL LOTS.
- D. A NOTE STATING THAT OUTLOT B SHALL BE GRANTED TO AND MAINTAINED BY THE MAINTENANCE ASSOCIATION.

27. NDOT RIGHT OF WAY:

PRIOR TO SUBMITTAL OF THE FIRST FINAL MAP, ANY ADDITIONAL RIGHT-OF-WAY DEDICATED ALONG FARM DISTRICT ROAD AS PART OF THIS PROJECT SHALL BE DEDICATED TO THE NEVADA DEPARTMENT OF TRANSPORTATION AND NOT THE CITY OF FERNLEY.

REQUIREMENTS FOR BUILDING PERMIT

28. STORM WATER TREATMENT AND DRAINAGE:

- A. THE DEVELOPER SHALL UTILIZE STRUCTURAL CONTROLS FOR THE TREATMENT OF STORM WATER RUNOFF, IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES. DRAINAGE CONVEYANCE FACILITIES AND OTHER IMPROVEMENTS MUST BE CONSTRUCTED, FUNCTIONAL, AND DEDICATED TO THE CITY OF FERNLEY PRIOR TO SUBMITTAL OF THE FIRST BUILDING PERMIT APPLICATION.
- B. ALL INTERNAL STORM DRAIN INFRASTRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH PUBLIC WORKS DESIGN STANDARDS. DESIGN AND CONSTRUCTION OF ALL DRAINAGE CONVEYANCE FACILITIES ARE SUBJECT TO APPROVAL OF THE ADMINISTRATOR, CITY ENGINEER, AND PUBLIC WORKS DIRECTOR.

29. RESIDENTIAL CONSTRUCTION TAX:

THE DEVELOPER SHALL PAY ONE PERCENT OF THE VALUATION OF EACH RESIDENTIAL DWELLING UNIT BUILDING PERMIT BASED ON THE CITY'S VALUATION DATA TABLE, OR \$1,000 PER DWELLING UNIT, WHICHEVER IS LESS, PRIOR TO ISSUE OF EACH RESIDENTIAL BUILDING PERMIT.

30. INFRASTRUCTURE CONSTRUCTION:

THE DEVELOPER SHALL COMPLY WITH ALL REQUIREMENTS OF THE FMC AND PUBLIC WORKS DESIGN MANUAL FOR THE CONSTRUCTION OF ANY PUBLIC OR PRIVATE INFRASTRUCTURE TO THE APPROVAL OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR, AND BUILDING OFFICIAL PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT FOR THE PROJECT.

31. SUBDIVISION IMPROVEMENT AGREEMENT:

THE DEVELOPER SHALL EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT WITH THE CITY OF FERNLEY PRIOR TO APPLYING FOR ANY BUILDING PERMITS FOR NEW HOME CONSTRUCTION IF THE PUBLIC IMPROVEMENTS ARE STILL NOT CONSTRUCTED BUT ARE ADEQUATELY SECURED IN ACCORDANCE WITH THE CITY OF FERNLEY DEVELOPMENT CODE. THE AGREEMENT SHALL BE DRAFTED BY THE CITY OF FERNLEY AND PROVIDED TO THE DEVELOPER FOR REVIEW AND EXECUTION. THE AGREEMENT SHALL BE RECORDED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

OTHER REQUIREMENTS:

32. ENCROACHMENTS:

THE K1C LATERAL IS PROPOSED TO ENCROACH INTO APPROXIMATELY 9 OF THE PROPOSED SINGLE-FAMILY SUBDIVISION LOTS. THIS AREA OF THESE LOTS SHALL BE FENCED AS PART OF THE OUTLOT A PARCEL AND HOMEOWNERS SHALL BE NOTIFIED OF THE ENCROACHMENT AS PART OF THE SALE DOCUMENTS. DRAINAGE FROM THE ENCROACHMENT AREA SHALL DRAIN BACK TO THE CONCRETE SWALE BEHIND THE LOTS.

33. COMPLIANCE WITH TRAFFIC STUDY

THE APPLICANT SHALL COMPLY WITH ALL RECOMMENDED MITIGATION MEASURES OUTLINED IN THE TRAFFIC STUDY AND/OR REQUIRED BY THE NEVADA DEPARTMENT OF TRANSPORTATION.

Sec. 32.09.030. - Adjacency standards.

Purpose. The purpose of this section is to define adjacency standards for different types and intensities of development.

(a) *Applicability.* The standards established in this section shall apply to any new development.

Wherever a natural barrier (e.g., ridgeline, river, open space, or natural terrain change) buffers the existing built environment or platted lots from the new development, these standards shall not apply.

(b) *Density.* To the extent that land in such areas affected by this standard would be buildable under federal, state, or local regulations, the full eligible density may be utilized on other locations on the site.

(c) *Generally.*

(1) All development shall be designed to minimize impacts on adjacent properties by:

- a. Limiting exterior lighting to full-cutoff shielded fixtures and directing lights away from adjacent properties;
- b. Limiting sources of audible noise (e.g., heating and air conditioning units) from building facades that face lower intensity uses; and
- c. Locating off-street parking, loading, and service areas away from the shared property and incorporating them into the design of buildings they are intended to serve
- d. Placing windows on the new development so as to maintain privacy by avoiding direct lines of sight into adjacent properties; and
- e. Orienting balconies and other outdoor living spaces away from a shared property line.

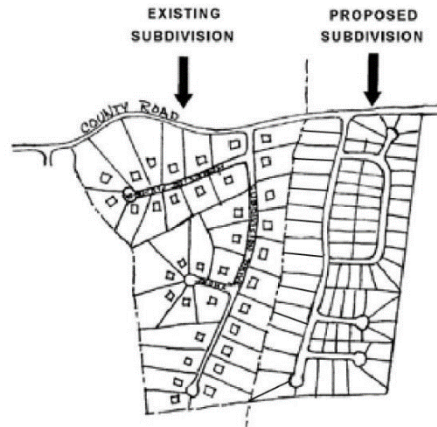
(d) *Lot adjacency and transition standards—Single-family residential.*

(1) To provide adequate transition between varying sizes of single-family residential parcels designated one dwelling unit per five acres to one dwelling unit per acre, the minimum adjacent lot size shall be one acre, unless approved otherwise by the administrator.

(2) To provide adequate transition between varying sizes of single-family residential parcels designated as one unit per acre or greater density, one of the following methods shall be utilized:

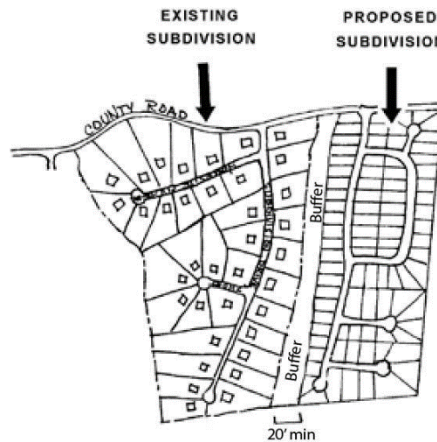
- a. *Transition.* New subdivision lots adjacent to existing subdivision lots shall match the rear yard setbacks per base zoning, not exceed the number of stories of the existing adjacent homes and shall not exceed a 50-percent reduction in lot size of the existing subdivision lots. If existing subdivision lots are less than half acre, no transition is required.

Figure 32.09.030-1 - Lot Size Transition



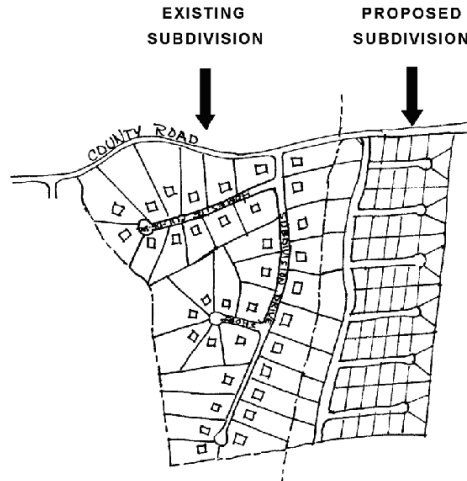
b. *Buffering.* A "buffer zone" shall be established and shall be a minimum of 20 feet wide. The buffer zone may be common open space for the proposed subdivision and shall include at least one of the following improvements: paths, trails, drainageways, landscaping, berms, or other subdivision amenities. The city may require a larger landscape buffer of a specific width, or other visual and/or sound barrier (open view fence, wall, landscaping, or combination of such measures), to mitigate any potential adverse impacts. The city may allow a major roadway or railroad right of way to constitute adequate buffering.

Figure 32.09.030-2 - Buffering



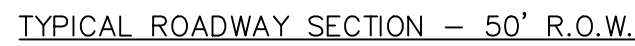
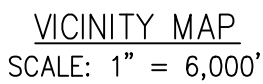
c. *Yard matching.* The rear yard widths of the proposed development shall match the rear yard widths of the existing development as depicted in Figure 32.09.030-3:

Figure 32.09.030-3 - Yard Matching



(3) In addition, lots proposed within a new subdivision that share a common property line with an established subdivision shall not contain structures that exceed the maximum height of the adjacent equivalent zoning district.

A.P.N. 021-303-20
CITY OF FERNLEY, LYON COUNTY, NEVADA



TOTAL LOTS:	153
DENSITY:	3.86 DU/AC
ZONING:	SF6 (SINGLE FAMILY, MIN. 6,000 SF LOT SIZE)
LINEAL FEET OF NEW STREETS:	8010 LF

APN 021-303-20 39.67 AC

CUT= 37,778.87 CU YDS
FILL= 61,313.29 CU YDS W/ 7% COMPACTION
NET= 23,524.43 CU YDS (FILL)

SF6

1. MINIMUM LOT SIZE.....	6000 SF
2. MINIMUM LOT WIDTH.....	60 FT
3. MINIMUM LOT WIDTH (CORNER)....	65 FT
4. MINIMUM LOT FRONTAGE.....	35 FT
5. SETBACKS.....	
FRONT (GARAGE);	15 (20) FT
SIDE;	10 FT
REAR;	10 FT

6. THIS DEVELOPMENT IS IN ZONE "X" ACCORDING TO THE FLOOD INSURANCE RATE MAP PANEL 32019C0105E (EFFECTIVE JANUARY 16, 2009) ZONE "X" IS IDENTIFIED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.

7. HISTORICALLY, THE PROJECT WAS USED FOR AGRICULTURAL PURPOSES.

8. DOMESTIC WATER SUPPLIED FROM COMMUNITY WATER SYSTEM.

9. DOMESTIC SEWAGE DISPOSAL BY COMMUNITY SEWER SYSTEM

10. ALL UTILITIES TO BE PLACED UNDERGROUND

11. ALL STREET AND UTILITY IMPROVEMENTS WILL BE CONSTRUCTED TO CITY STANDARDS

12. STORM DRAINAGE WILL BE RETAINED ON SITE

13. WATER RIGHT SHALL BE IN ACCORDANCE WITH CITY ORDINANCE #714 BILL 696 PASSED 12-21-2004

14. THE DISTANCE FROM THE SUBDIVISION TO THE COMMUNITY SEWAGE SYSTEM IS APPROXIMATELY 500 FEET.

FIBER OPTIC CHARTER COMMUNICATIONS (SPECTRUM) 9335 PROTOTYPE DRIVE RENO, NV. 89511 (775) 850-7243	NATURAL GAS SOUTHWEST GAS CORPORATION 400 EAGLE STATION LANE CARSON CITY, NV. 89702 (775) 887-2720	FERNLEY PUBLIC WORKS DEPT. 595 SILVER LACE LANE FERNLEY, NV. 89408 (775) 575-2307
SBC NEVADA BELL (AT&T) 645 E. PLUMB LANE P.O. BOX 11010 RENO, NV. 89520 (775) 333-4363	SIERRA PACIFIC POWER CO. (NV ENERGY) 346 N. MAIN STREET FALLON, NV. 89406 (775) 423-3636	

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

THE BASIS OF ELEVATIONS FOR THIS SURVEY ARE NAVD88
BASED ON CITY OF FERNELY CONTROL POINT MATT
ELEVATION = 4153.93

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

COVER SHEET

CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE:
04/08/2024

PROJECT NO.
21203

C1

[illegible]

PHELPS
ENGINEERING

10851 Professional Circle, Suite A
Reno, NV. 89521 (775) 399-7200
www.phelpsengineering.net

Drawing name: C:\Users\jpucillo\ Phelps Engineering Services\Company OneDrive - Company\Entirenet Engineering\21203 - Creekwood\08 - CAD\Engineering\Sheets\ Tentative Map\21203 - COVER.dwg User: jpucillo Date: Jun 18, 2024 10:56am by: jpucillo

GENERAL NOTE FOR ALL DETAILS

1.

ALL MATERIALS FURNISHED AND WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS" CONSTRUCTION (SSPWC OR ORANGE BOOK).

GENERAL NOTES FOR WATER SERVICE

1.

THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF OSHA AND CHAPTER 618 OF NRS, IN THE CONSTRUCTION PRACTICES FOR ALL EMPLOYEES DIRECTLY ENGAGED IN THE COMPLETION OF THIS PROJECT.

2.

THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK ACCORDING TO GENERALLY ACCEPTED CONSTRUCTION PRACTICES.

3.

ALL UNDERGROUND VALVES LARGER THAN 2", TEES, ETC., SHALL BE COATED IN MASTIC.

4.

NOTIFY CITY OF FERNLEY 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

5.

FIBER-REINFORCED PORTLAND CEMENT CONCRETE (P.C.C.) SHALL HAVE THE FOLLOWING CHARACTERISTICS:
4000 PSI MIN. COMPRESSIVE STRENGTH @ 28 DAYS;
MIN 6 SACKS OF CEMENT PER CUBIC YARD WITH A MAX. WATER/CEMENT RATIO OF 0.45;
AIR ENTRAINMENT 6% ± 1.5%;
SLUMP AT 1 TO 4 INCHES;
ALL MATERIALS SHALL CONFORM TO SSPWC SECTION 202.
POLYPROPYLENE FIBERS SHALL BE ADDED TO THE P.C.C. PER THE MANUFACTURERS RECOMMENDATIONS.

6.

NO OTHER UTILITIES MAY BE PLACED IN A WATER OR SEWER TRENCH.

7.

BACKFLOW PREVENTION IS REQUIRED PER DETAILS # 31 THRU #40. RESIDENTIAL SUBDIVISIONS DO NOT TYPICALLY REQUIRE DETAILS # 31 THRU #40. CITY OF FERNLEY WILL NOTIFY WHEN THESE SHEETS ARE REQUIRED.

8.

CONTRACTORS SHALL COMPLY WITH HOST EMPLOYER (CITY OF FERNLEY) SAFETY PROGRAM

9.

CONTRACTOR IS RESPONSIBLE FOR REVIEWING HOST EMPLOYER'S SAFETY PROGRAM. CONTRACTOR AT PRE-BID SHALL FURNISH CITY OF FERNLEY SAFETY RECORDS FROM THE LAST THREE YEAR PERIOD AND A COPY OF ITS OWN COMPANY SAFETY PROGRAM

10.

ALL VALVE BOXES, MANHOLE STRUCTURES, AND CLEANOUTS SHALL BE MARKED AND ACCESSIBLE AT ALL TIMES.

11.

FOR DETAILS NOT SHOWN, CONTACT CITY OF FERNLEY @ 775-784-9910, FAX: 775-784-9966.

12.

THE OWNER IS RESPONSIBLE FOR FURNISHING QUALIFIED SITE INSPECTIONS DURING CONSTRUCTION OF PUBLIC IMPROVEMENTS.

13.

CITY OF FERNLEY SHALL APPROVE OF THE INSPECTOR & TESTING FIRM PRIOR TO CONSTRUCTION.

14.

THE INSPECTOR SHALL INVENTORY ALL CONSTRUCTION MATERIALS TO ENSURE QUALITY CONTROL. REJECTION OF DEFECTIVE MATERIALS MUST BE COORDINATED WITH CITY OF FERNLEY.

15.

PERFORM PLASTIC PIPE BALL AND MANDEL TESTS ON NEWLY INSTALLED SEWER PIPE IN ACCORDANCE WITH SECTION 336.03.09 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

16.

PERFORM AIR PRESSURE TESTING ON NEWLY INSTALLED SEWER PIPE IN ACCORDANCE WITH SECTION 336.03.07.04 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

17.

ALL NEW PUBLIC WATER MAINS SHALL BE 8" OR LARGER

18.

CONTRACTOR IS RESPONSIBLE TO MAKE FIELD MEASUREMENTS TO LOCATE AND SIZE EXISTING FACILITIES OR UNDERGROUND UTILITIES.

19.

PLACE CHLORINE TABLETS IN WATER LINES AS FOLLOWS:
3 TABLETS PER 6" DIAMETER OF LINE;
4 TABLETS PER 8" DIAMETER LENGTH OF LINE;
5 TABLETS PER 10" DIAMETER LENGTH OF LINE;
6 TABLETS PER 12" OR GREATER DIAMETER LENGTH OF LINE;
TABLETS MUST BE GLUED AT EQUALLY SPACED INTERVALS TO INSIDE OF PIPE USING APPROVED ADHESIVE.
DISINFECTION SHALL MEET AWWA STANDARD C651.

20.

CONTRACTOR SHALL SUBMIT CUT SHEETS & SHOP DRAWINGS FOR REVIEW TO THE PROJECT ENGINEER, AND/OR THE UTILITY ENGINEER PRIOR TO ORDERING CONSTRUCTION MATERIALS. A SIGNED SET OF DRAWINGS MUST ALWAYS BE AVAILABLE ON-SITE DURING CONSTRUCTION

21.

PER THE CITY OF FERNLEY RULES AND REGULATIONS, SECTION 1.04.054, A BOND MUST BE IN PLACE PRIOR TO THE START OF CONSTRUCTION.

Detail No.

DATE

REVISIONS

BY

0508

RELOCATED NOTES WITH DETAIL ID

1

GEN NOTES

GENERAL NOTES

GENERAL NOTES FOR SANITARY SEWER

1.

SEWER LINE CLEANING SHALL BE PERFORMED WITH HYDRAULICALLY PROPELLED, HIGH-VELOCITY JET, MECHANICALLY POWERED EQUIPMENT, OR OTHER PUBLIC WORKS APPROVED DEVICES. THE CLEANING SHALL RESTORE THE SEWER LINES TO A MINIMUM OF 95% OF THE LINES ORIGINAL CARRYING CAPACITY. FINAL ACCEPTANCE SHALL BE MADE AFTER SUCCESSFUL INSPECTION TO THE PUBLIC WORKS INSPECTORS SATISFACTION THAT THE CONDITIONS ABOVE HAVE BEEN MET.

2.

SEWER GRADES SHALL BE VERIFIED AT EACH MANHOLE. INSPECTOR SHALL VERIFY PROPER OPERATION OF LEVELING EQUIPMENT AND PROCEDURE.

3.

ALL NEW PUBLIC COLLECTOR SEWERS SHALL BE 8 INCHES OR LARGER.

GENERAL NOTES FOR E-ONE SEWER

1.

MINIMUM BURY DEPTH IS 30 INCHES.

2.

ALL LOW PRESSURE FORCE MAIN PIPING SHALL BE SDR 21 PVC FOR 2" AND 3" MAINS AND C900 PVC FOR 4" AND LARGER MAINS.

3.

INSTALL AIR-RELEASE VALVES AT SYSTEM HIGH POINTS OR EVERY 2000 FT OF PIPE RUN.

4.

INSTALL FLUSHING STATIONS AND ISOLATION VALVES AT EVERY 1500 FT OF PIPE RUN AND WHENEVER TWO OR MORE MAINS COME TOGETHER.

5.

"LOOPED" SYSTEMS ARE NOT ALLOWED.

6.

SIZE SEWER MAINS IN ACCORDANCE WITH TABLES 4 AND 7 (MAXIMUM NUMBER OF GRINDER PUMP CORES OPERATING DAILY AND SCH 40 PVC PIPE FLUID DYNAMICS) FROM THE ENVIRONMENT-ONE CATALOG.

7.

USE OF ENVIRONMENT-ONE SYSTEM COMPONENTS HAS BEEN AUTHORIZED BY THE UTILITY. ALTERNATE SYSTEM WILL BE REVIEWED ON A CASE-BY CASE BASIS.

8.

"FLAPPER" TYPE STOP-CHECK VALVES SHALL BE INSTALLED AS CLOSE TO THE MAIN LINE AS FEASIBLE.

GEOTECHNICAL NOTE:

1.

BACKFILL OF L.P. SEWER TRENCHES SHALL BE IN ACCORDANCE WITH THE DETAIL ON PAGE ONE OF THESE CITY OF FERNLEY STANDARDS. THE REQUIREMENT FOR CLASS 'A' BEDDING SAND MAY BE WAIVED IF THE TRENCH IS IN A NON-STRUCTURAL LOCATION AND THE NATIVE MATERIAL HAS A PLASTICITY INDEX OF LESS THAN 20.

SYSTEM TESTING:

1.

THE CITY OF FERNLEY OR ITS AUTHORIZED INSPECTOR SHALL INSPECT ALL SYSTEMS PRIOR TO BURIAL.

2.

COMPACTION TESTING (+90% ASTM D1557A) IS REQUIRED IN ALL STRUCTURAL AREAS.

3.

HYDROSTATIC ALLY TEST THE LINE TO 150% OF DEAD HEAD PRESSURE (90 psi) FOR 2 HOURS. SYSTEM SHALL NOT LOSE MORE THAN 5 psi WITHIN THIS TESTING PERIOD.

Detail No.

DATE

REVISIONS

BY

0508

RELOCATED NOTES WITH DETAIL ID

4

GEN NOTES

GENERAL NOTES

WATER MAIN PRESSURE & BACTERIA TESTING

1.

CONTRACTOR SHALL MAINTAIN TEST PRESSURE WITHIN 5 PSI FOR A PERIOD OF 2 HOURS. TEST PRESSURE SHALL BE 150 AND 200 PSI, PER PRESSURE ZONE, AS INDICATED ON PLANS.

2.

ALLOWABLE LEAKAGE SHALL BE DETERMINED BY THE FOLLOWING:
 $\frac{30 \times P}{D \times L}$
ALLOWABLE LEAKAGE (GALLONS PER HOUR) = 133.200
WHERE S = LENGTH OF PIPE IN TEST SECTION (FEET)
D = PIPE DIAMETER (INCHES)
P = TEST PRESSURE (PSIG)

3.

LEAKAGE SHALL BE MEASURED BY THE VOLUME OF WATER REQUIRED TO MAINTAIN THE TEST PRESSURE WITHIN 5 PSI FOR THE TEST PERIOD, NOT THE DROP IN PRESSURE.

4.

INSPECTOR IS RESPONSIBLE FOR OBTAINING AND DELIVERING TESTING LAB SAMPLE BOTTLES AND COLLECTING SAMPLES FOR BACTERIA TESTING. INSPECTOR SHALL PRESENT TEST RESULTS TO THE UTILITY.

REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (RP):

1.

THE RP SHALL ALWAYS BE INSTALLED ABOVE GRADE AND WILL NOT BE ALLOWED IN BASEMENTS.

2.

A DRAIN SHALL BE INSTALLED IN THE BOX FOR OUTDOOR INSTALLATIONS AND A DAYLIGHT DRAIN AND A FLOOR DRAIN SHALL BE INSTALLED FOR INDOOR INSTALLATIONS. REFER TO TABLE A FOR MINIMUM REQUIRED DRAIN SIZES.

3.

AN AIR GAP (VERTICAL PHYSICAL SEPARATION) OF AT LEAST 2 TIMES THE DIAMETER OF THE RELIEF VALVE OPENING, WITH A MINIMUM OF 1", SHALL BE MAINTAINED BETWEEN THE WATER DISCHARGE POINT ON THE RELIEF VALVE AND THE DRAIN OR 1" ABOVE THE MINIMUM FLOOD LEVEL, WHICHEVER IS HIGHEST.

DOUBLE CHECK VALVE BACKFLOW PREVENTION ASSEMBLY (DC):

1.

BELOW GROUND VAULTS SHALL REMAIN DRY THROUGHOUT THE YEAR.

PRESSURE VACUUM BREAKER (PVB) SPILL RESISTANT PRESSURE VACUUM BREAKER (SVB) BACKFLOW PREVENTION ASSEMBLY:

1.

THE PVB SHALL NOT BE SUBJECT TO ANY BACK PRESSURE FROM: ELEVATED DOWNSTREAM PIPING, INJECTION SYSTEMS, COMPRESSED AIR, PUMPS, OR OTHER MEANS. IF BACK PRESSURE EXISTS, AN RP MUST BE INSTALLED.

DC, RP, AND PVB/SVB ASSEMBLIES:

1.

SUPPORTS SHALL BE PROVIDED AS NECESSARY.

2.

ELECTRIC SUPPLY SOCKETS SHALL BE AWAY FROM RELIEF VALVE & TEST COCK.

3.

FREEZE PROOF INSULATED BOX AND 1 TYPE OF HEAT ARE REQUIRED. 2 TYPES ARE STRONGLY RECOMMENDED.

4.

PLACE WATERTIGHT, FLEXIBLE SEALANT AT PIPE PENETRATIONS.

5.

INSULATED BOX SHALL EITHER SWING CLEAR OF ASSEMBLY OR BE SIZED TO PROVIDE CLEARANCES SHOWN IN THE DETAILS.

6.

SPRING LOADED LID IS REQUIRED ON LARGE BOXES.

7.

EITHER VALVE BOXES OR PIPE RISERS MAY BE USED FOR THE SHUT OFF VALVES.

8.

MANUAL SHUTOFF VALVES SHALL BE BRASS GLOBE OR CURB VALVE SIZED THE SAME AS SERVICE LINE.

9.

DRAIN CONFIGURATION SHALL BE AN INLINE TEE TO BRASS SHUTOFF VALVE WITH A RUBBER SEAT & SCHEDULE 80 1/2" 90° ELBOW WITH FEMALE THREADS. ADD 1/2" RED FREEZE KING DRAIN.

10.

USE 2 FULL TURNS OF CLEFLOM TAPE ON ALL THREADED JOINTS.

11.

NO STOP AND WASTE VALVES.

12.

ADEQUATE CLEARANCE MUST BE PROVIDED FOR OPERATION OF VALVES AND REPAIR AND TESTING OF THE ASSEMBLIES.

13.

NO OUTLET, TEE, OR AN CONNECTION MAY BE MADE TO THE SERVICE LINE BETWEEN THE METER AND THE ASSEMBLY.

14.

ALL ASSEMBLIES MUST BE INSTALLED IN THE HORIZONTAL ORIENTATION UNLESS USC APPROVED IN A DIFFERENT ORIENTATION.

15.

ASSEMBLIES MUST BE INSTALLED AS CLOSELY AS PRACTICAL TO THE WATER METER.

16.

CITY OF FERNLEY RECOMMENDS PROTECTING THE ASSEMBLIES FROM VANDALISM IN SUSCEPTIBLE AREAS. REQUIRED CLEARANCES MUST STILL BE MET AND UTILITY ACCESS MUST BE PROVIDED.

17.

ASSEMBLIES LESS THAN 2" REQUIRE 1 CU. FT. OF CLEAN GRAVEL AND ASSEMBLIES GREATER THAN OR EQUAL TO 2" REQUIRE 8 CU. FT. OF CLEAN GRAVEL FOR ALL DRAINS.

Detail No.

DATE

REVISIONS

BY

0508

RELOCATED NOTES WITH DETAIL ID

2

GEN NOTES

GENERAL NOTES

GENERAL NOTES FOR ROADWAY GEOMETRICS

1.

THE ENGINEER SHALL SUBMIT A TRAFFIC REPORT AND PAVEMENT SECTION DESIGN WITH THE IMPROVEMENT PLANS, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER.

2.

THE ENGINEER OF RECORD SHALL SUBMIT THE PAVEMENT MIX DESIGN TWO (2) WEEKS PRIOR TO PAVING TO THE CITY OF FERNLEY PUBLIC WORKS DEPARTMENT FOR REVIEW.

3.

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-L) OR AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (ASHTO) 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 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 AC-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 BE A TYPE 3 AC-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 3" AC ON 6" OF TYPE 2, CLASS B AGGREGATE BASE FOR LOCAL/RESIDENTIAL STREETS, 3" AC ON 6" TYPE 2, CLASS B AGGREGATE BASE FOR MINOR ARTERIAL, INDUSTRIAL, COMMERCIAL AND COLLECTOR STREETS, AND 4" AC ON 6" 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 WORK.

STRIPING AND SIGNAGE

1.

PAVEMENT STRIPING SHALL BE NDOT TYPE II WATERBORNE PAINT WITH A MINIMUM FILM THICKNESS OF 25 MILS APPLIED IN TWO COATS. DROP ON GLASS BEADS SHALL BE APPLIED ON SECOND COAT. SEE SECTION 632 OF THE CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (SILVER BOOK).

2.

PAVEMENT SYMBOL MARKINGS, YIELD LINES, AND STOP BARS SHALL BE REFLECTIVE THERMOPLASTIC MATERIAL MEETING THE CURRENT SPECIFICATIONS FROM SECTION 634 OF THE SILVER BOOK.

3.

THE DESIGN AND INSTALLATION OF TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.

TRENCHING AND PATCHING

1.

THE DESIGN AND INSTALLATION OF TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.

Detail No.

DATE

REVISIONS

BY

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RELOCATED NOTES WITH DETAIL ID

5

GEN NOTES

GENERAL NOTES

AIR GAP SEPARATION

1.

THE TANK AND PUMP SHALL BE DESIGNED TO SUIT CUSTOMER'S NEEDS.

2.

AN AIR GAP (THE DISTANCE BETWEEN THE LOWEST POINT OF THE SUPPLY LINE AND OVERFLOW ELEVATION OF THE RECEIVING TANK) MUST BE AT LEAST 2 TIMES THE DIAMETER OF THE SUPPLY LINE, WITH A MINIMUM AIR GAP OF 1".

3.

FREEZE PROTECTION SHALL BE PROVIDED FOR THE SUPPLY PIPE AND THE RECEIVING TANK WHERE NECESSARY.

4.

THE WATER METER SHALL BE LOCATED UPSTREAM OF THE AIR GAP.

5.

AIR GAP BYPASSES MUST BE AUTHORIZED BY THE UTILITY.

TYPICAL LOCATIONS WHERE RP ASSEMBLIES ARE REQUIRED
(THIS LIST IS ACCORDING TO NAC 445A.67195, CITY OF FERNLEY MAY REQUIRE AN RP FOR APPLICATIONS NOT LISTED HERE):
A BUILDING THAT:
• CONTAINS A HOTEL, MOTEL, CASINO, CONDOMINIUM OR TOWNHOUSE, OR ANY APARTMENTS;
• IS USED FOR UNIDENTIFIED COMMERCIAL PURPOSES;
• UTILIZES ANY SEWAGE PUMPS OR EJECTORS;
• UTILIZES A HYDRONIC HEATING SYSTEM WITH A CHEMICAL ADDITIVE;
• HAS A BAPTISMAL FONT;
• UTILIZES A BOTTLING SYSTEM;
• IS A BREWERY, CANNERY, PACKING HOUSE, DAIRY PROCESSING FACILITY, RESTAURANT, OR OTHER FACILITY WHERE FOOD IS PROCESSED OR SERVED, DENTAL CLINIC, MEDICAL FACILITY, HOSPITAL, CONVALESCENT HOME, SANITARIUM, MORGUE, MORTUARY, FACILITY FOR CONDUCTING AUTOPSIES, LABORATORY, SCHOOL, COLLEGE, UNIVERSITY, PUBLISHING OR PRINTING FACILITY, VETERINARY CLINIC, PET SHOP, PET GROOMING FACILITY, LAUNDRY OR DRY CLEANING FACILITY, DYEING FACILITY, ANY ELECTROCHEMICAL PLATING FACILITY, FACILITY THAT HAS A POOL OR SPA, A PARK FOR MOBILE HOMES OR RECREATIONAL VEHICLES, FACILITY FOR PRODUCTION OF POWER, FACILITY THAT HANDLES, PROCESSES OR STORES RADIOACTIVE MATERIALS, FACILITY THAT PROCESSES SAND OR GRAVEL, FACILITY THAT MANUFACTURES OR UTILIZES CHEMICALS, FACILITY FOR THE MANUFACTURING, REPAIR, OR WASHING OF MOTOR VEHICLES, FACILITY FOR MANUF. OR PROCESSING OF FILM, FACILITY FOR MANUFACTURING OF ICE, A FACILITY FOR MANUF. PROCESSING OR CLEANING OF METAL, FACILITY FOR MANUF. OF ANY RUBBER, FACILITY FOR MANUF. OF ANY PAPER, ANY FACILITY FOR MANUF., PROCESSING OR FABRICATION, CLASS 4, CLASS 5, OR CLASS 6 FIRE SPRINKLER SYSTEMS, IRRIGATION SYSTEMS WHERE CHEMICALS ARE INJECTED OR BOOSTER PUMPS ARE ADDED.

TYPICAL LOCATIONS WHERE DC OR PVB/SVB ASSEMBLIES OR AIR GAPS ARE REQUIRED
(THIS LIST IS ACCORDING TO NAC 445A.67195, CITY OF FERNLEY MAY REQUIRE A DC, PVB/SVB OR AG FOR APPLICATIONS NOT LISTED HERE):
A DC IS REQUIRED FOR A BUILDING WITH CLASS 1, CLASS 2, OR CLASS 3 FIRE SPRINKLER SYSTEMS, A SITE WITH AN AUXILIARY WATER SUPPLY, AND A SITE WITH TWO METERS. A PVB/SVB IS REQUIRED FOR IRRIGATION SYSTEMS WITH NO PUMPS OR CHEMICAL INJECTION SYSTEMS. AN AIR GAP IS REQUIRED FOR STORM DRAINAGE SYSTEMS, SEWAGE COLLECTION, DISTRIBUTION, OR TREATMENT SYSTEMS, AND FILL LOCATIONS FOR PORTABLE SPRAYING OR CLEANING EQUIPMENT.

CITY OF FERNLEY CROSS-CONNECTION CONTROL PROGRAM REQUIREMENTS

1.

ALL BACKFLOW PREVENTION ASSEMBLIES MUST BE INSPECTED BY A UTILITY REPRESENTATIVE AND A TEST FORM (COMPLETED BY A HEALTH DISTRICT CERTIFIED TESTER) MUST BE SUBMITTED TO CITY OF FERNLEY BEFORE SERVICE IS ACTIVATED.

2.

THE TEST FORM MUST BE SUBMITTED TO CITY OF FERNLEY ANNUALLY WITHIN 30 DAYS OF THE ASSEMBLY INSTALLATION ANNIVERSARY DATE.

3.

CITY OF FERNLEY MAY TEST THE ASSEMBLY AT ANY TIME AT ITS OWN EXPENSE.

4.

THE CUSTOMER IS RESPONSIBLE TO PROTECT HIS/HER SYSTEM FROM THERMAL EXPANSION BY INSTALLING EITHER AN EXPANSION TANK OR PRESSURE RELIEF VALVE IN THE FEED LINE TO THE WATER HEATER (NO PROTECTION COULD RESULT IN SERIOUS DAMAGE AND/OR INJURY).

5.

ALL ASSEMBLIES MUST BE USC APPROVED.

6.

ALL WATER USED DURING CONSTRUCTION SHALL BE METERED AND SHALL FLOW THROUGH AN APPROVED BACKFLOW PREVENTION ASSEMBLY. UNAUTHORIZED FIRE HYDRANT USAGE SHALL RESULT IN COLLECTION OF REVENUES, FINES, POSSIBLE LEGAL ACTION, AND INVOLVEMENT OF STATE/LOCAL LICENSING BOARDS.

7.

IF A CONTINUOUS WATER SUPPLY IS CRITICAL TO A PREMISE, PARALLEL ASSEMBLIES SHOULD BE INSTALLED.

8.

IT IS THE CUSTOMER'S RESPONSIBILITY TO ACCOUNT FOR PRESSURE LOSSES FROM THE ASSEMBLY.

9.

BACKFLOW PREVENTION SHALL NOT BE RELOCATED, REMOVED, OR REPLACED WITHOUT PRIOR APPROVAL FROM CITY OF FERNLEY.

10.

PLEASE NOTE THAT THE REQUIRED ASSEMBLIES PROTECT THE PUBLIC WATER SYSTEM ONLY.

11.

ENGINEER TO PROVIDE DOCUMENTATION THAT THE ASSEMBLIES ARE USC APPROVED.

Detail No.

DATE

REVISIONS

BY

0508

RELOCATED NOTES WITH DETAIL ID

3

GEN NOTES

GENERAL NOTES

GENERAL NOTES FOR CONCRETE WORK

1.

NO CONCRETE SHALL BE PLACED UNTIL FORMS AND SUBGRADE ARE INSPECTED BY THE CITY EXCAVATION PERMIT INSPECTOR OR APPLICABLE ENGINEER OF RECORD

2.

FIBER-REINFORCED PORTLAND CEMENT CONCRETE (P.C.C.) SHALL HAVE THE FOLLOWING CHARACTERISTICS:
4000 PSI MIN. COMPRESSIVE STRENGTH @ 28 DAYS;
MIN 6 SACKS OF CEMENT PER CUBIC YARD WITH A MAX. WATER/CEMENT RATIO OF 0.45;
AIR ENTRAINMENT 6% ± 1.5%;
SLUMP AT 1 TO 4 INCHES;
ALL MATERIALS SHALL CONFORM TO SSPWC SECTION 202.
POLYPROPYLENE FIBERS SHALL BE ADDED TO THE P.C.C. PER THE MANUFACTURERS RECOMMENDATIONS.

3.

COMMERCIAL DRIVEWAYS SHALL HAVE #4 BARS AT 18" ON-CENTER LONGITUDINAL AND TRANSVERSE EXTENDING INTO GUTTER PAN AND DRIVEWAY WINGS. MINIMUM 2" CONCRETE COVER FOR ALL REINFORCING BARS.

4.

IF EXPANSION JOINT EXISTS WITHIN 4 FEET OF DRIVEWAY, REMOVE SIDEWALK AND CURB AND GUTTER TO THAT JOINT.

5.

CONCRETE REMOVAL SHALL BE TO NEAT SAWCUT LINES

6.

REMOVE CONCRETE WHEN CONSTRUCTING DRIVEWAY WHERE CURB AND GUTTER EXIST

7.

DEPRESSED CURB LENGTH TO MATCH DRIVEWAY WIDTH

8.

WEAKENED PLAIN JOINTS AT 5'-0" O.C. WITH EXPANSION JOINT IF NECESSARY

Detail No.

DATE

REVISIONS

BY

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RELOCATED NOTES WITH DETAIL ID

6

GEN NOTES

GENERAL NOTES

REVISIONS

DATE

No.

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NOT FOR CONSTRUCTION

SCALE: AS SHOWN

DESIGNED BY: JJP

DRAWN BY: ZJD

CHECKED BY: LEP

GENERAL NOTES

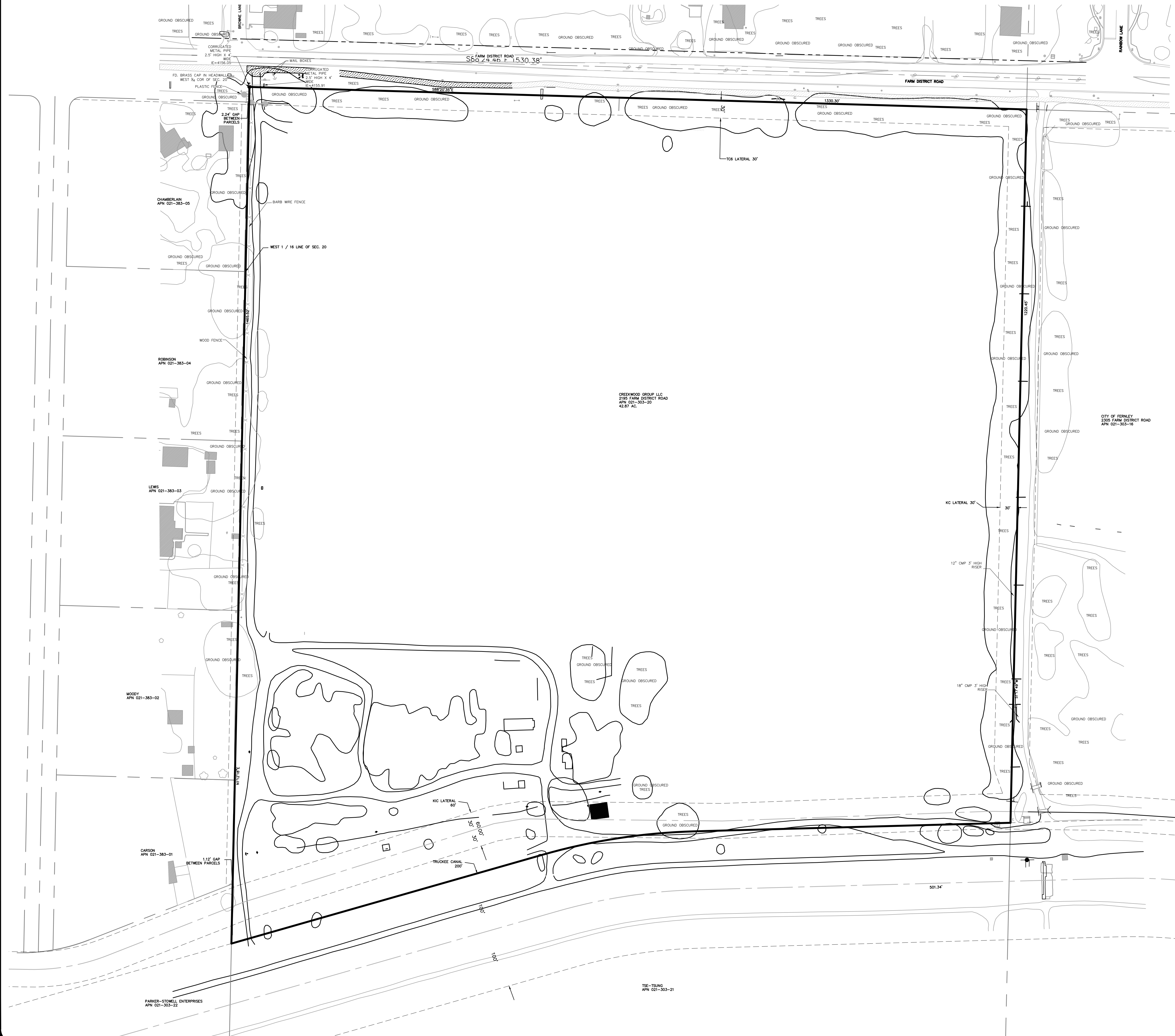
CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE:
04/08/2024

PROJECT NO.
21203

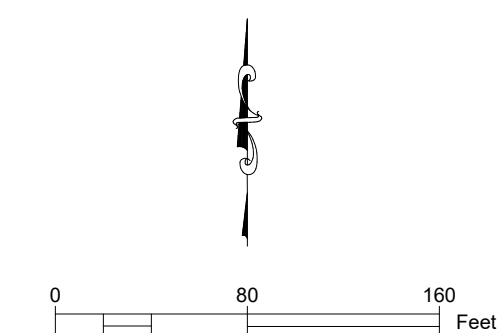
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LEGEND:

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| | PROPOSED CONTOURS |
| | LOT LINE |
| | SETBACK LINE |
| | RIGHT-OF-WAY |
| | EXISTING RIGHT-OF-WAY |
| | PROPERTY LINE |
| | EXISTING BOUNDARY LINE |
| | EXISTING SECTION LINE |
| | TRACT |
| | EASEMENT LINE |
| | EXISTING EASEMENT LINE |
| | ALIGNMENT CENTER LINE |
| | EXISTING ROAD CENTER LINE |
| | EDGE OF PAVEMENT |
| | PROPOSED CURB & GUTTER |
| | STORM SEWER W/INLET AND FES |
| | DRAINAGE FLOWLINE |
| | 100-YR FLOOD PLAIN |
| | EXISTING 100-YR FLOOD PLAIN |

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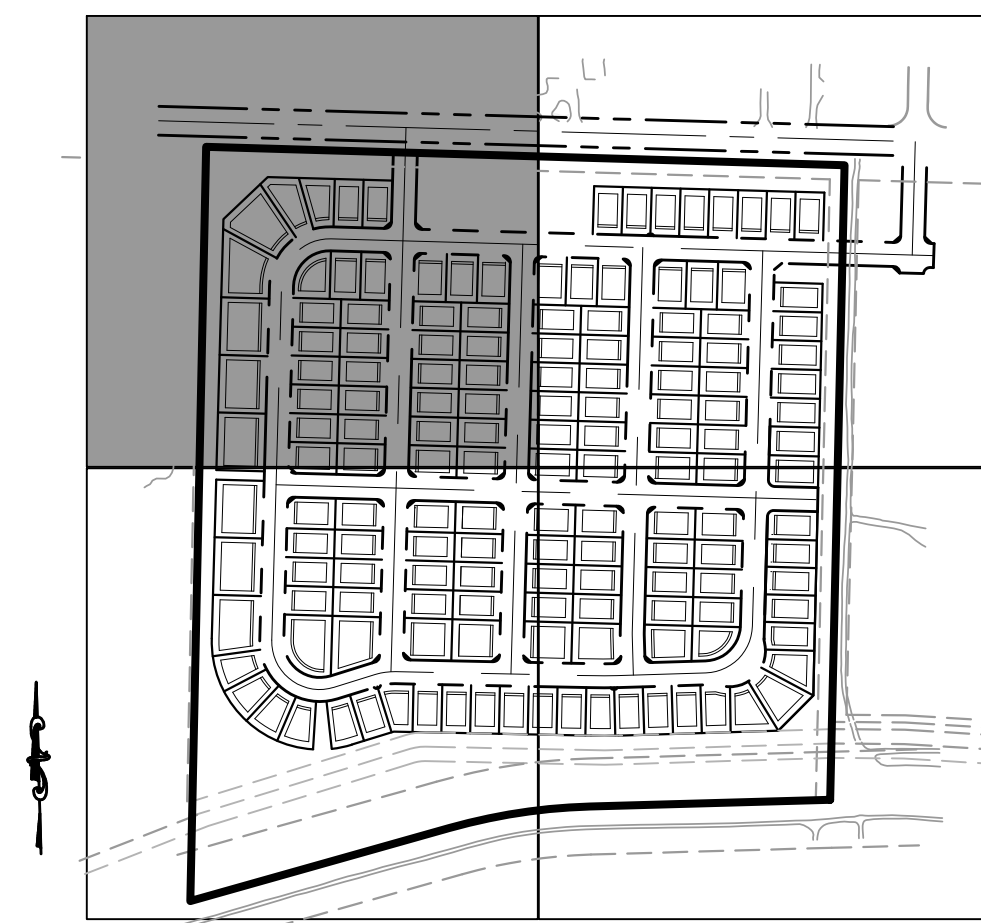
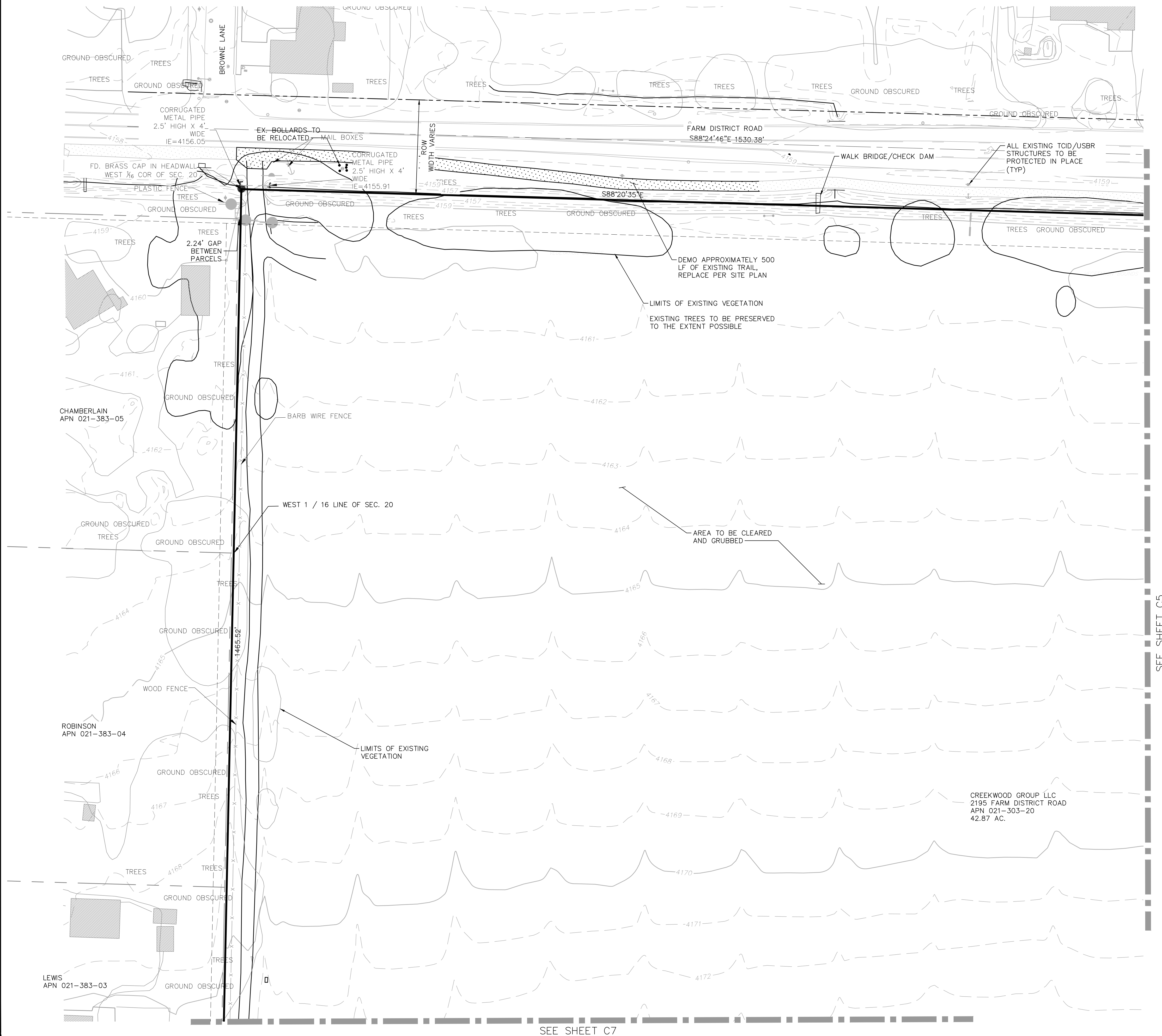
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DESIGNED BY:	JJP
DRAWN BY:	ZJD
CHECKED BY:	LEP

OVERALL EXISTING CONDITIONS PLAN

CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

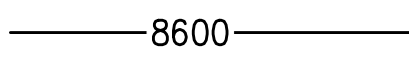
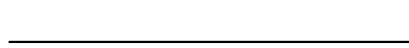
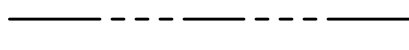
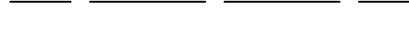
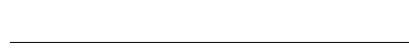
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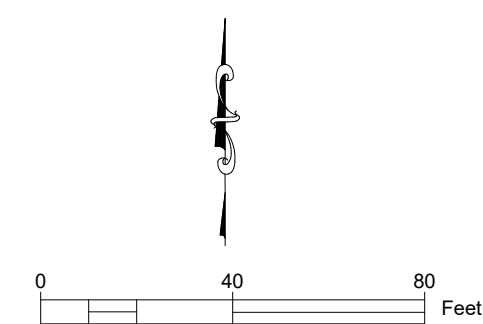
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KEY MAP
1" = 400'

LEGEND:

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|  | PROPOSED CONTOURS |
|  | LOT LINE |
|  | SETBACK LINE |
|  | RIGHT-OF-WAY |
|  | EXISTING RIGHT-OF-WAY |
|  | PROPERTY LINE |
|  | EXISTING BOUNDARY LINE |
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|  | TRACT |
|  | EASEMENT LINE |
|  | EXISTING EASEMENT LINE |
|  | ALIGNMENT CENTER LINE |
|  | EXISTING ROAD CENTER LINE |
|  | EDGE OF PAVEMENT |
|  | PROPOSED CURB & GUTTER |
|  | STORM SEWER WINLET AND FES |
|  | DRAINAGE FLOWLINE |
|  | 100-YR FLOOD PLAIN |
|  | EXISTING 100-YR FLOOD PLAIN |

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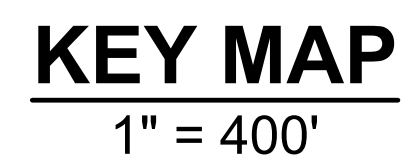
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DRAWN BY:	ZJD
CHECKED BY:	LEP

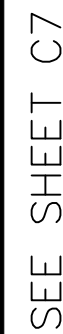
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CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE: 04/08/2024
PROJECT NO. 21203

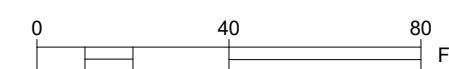
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$$1'' = 400'$$

LEGEND:

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SCALE: AS SHOWN
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DRAWN BY: ZJD
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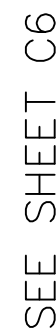
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CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE:
04/08/2024

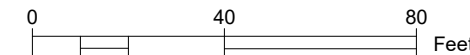
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$$1'' = 400'$$

LEGEND:

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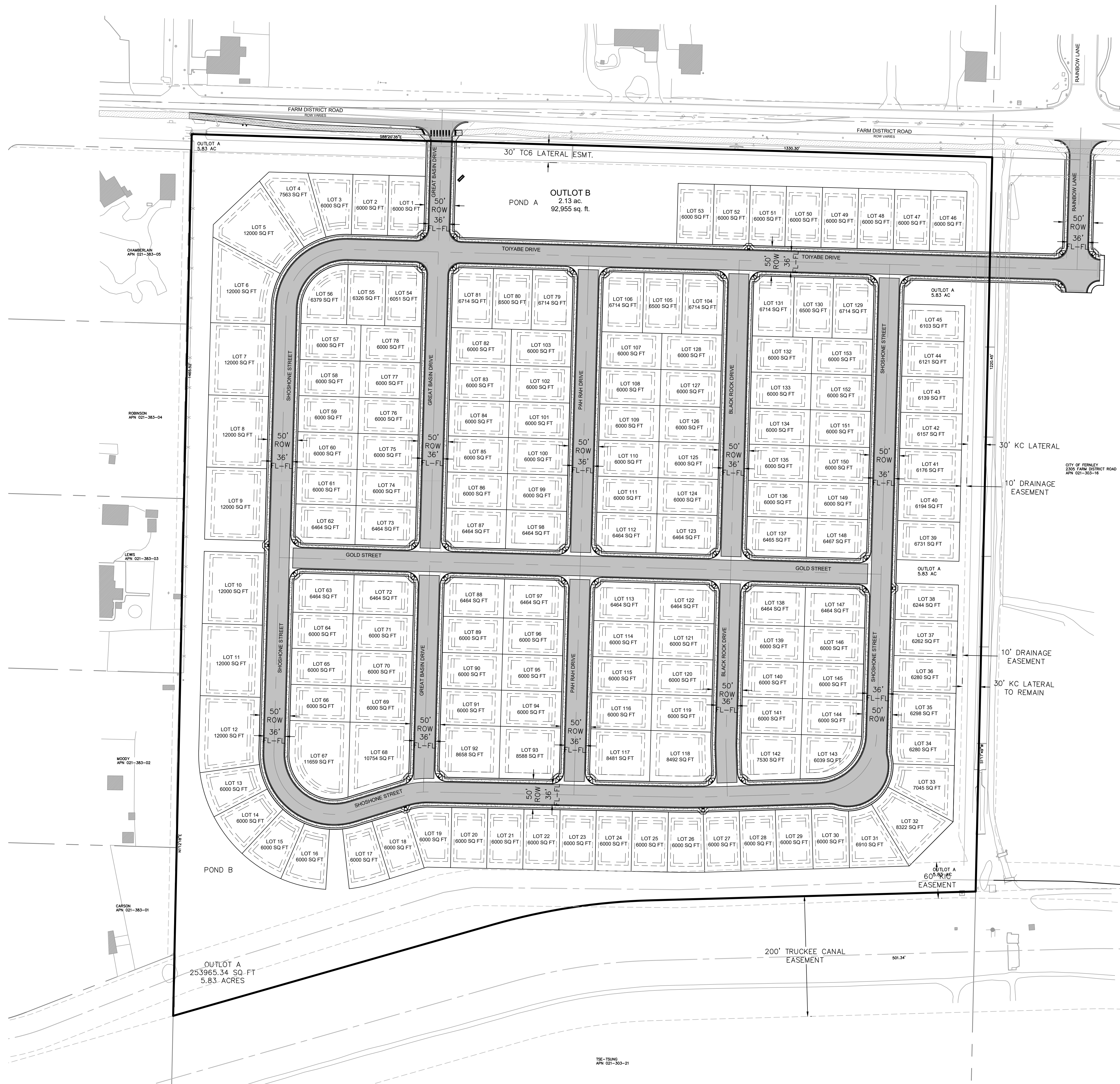


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EXISTING CONDITIONS

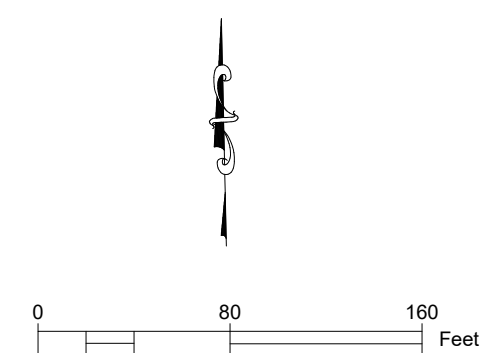
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TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE: 04/08/2024
PROJECT NO. 21203



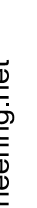
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| | PROPOSED CONTOURS |
| | LOT LINE |
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| | RIGHT-OF-WAY |
| | EXISTING RIGHT-OF-WAY |
| | PROPERTY LINE |
| | EXISTING BOUNDARY LINE |
| | EXISTING SECTION LINE |
| | TRACT |
| | EASEMENT LINE |
| | EXISTING EASEMENT LINE |
| | ALIGNMENT CENTER LINE |
| | EXISTING ROAD CENTER LINE |
| | EDGE OF PAVEMENT |
| | PROPOSED CURB & GUTTER |
| | STORM SEWER W/INLET AND FES |
| | DRAINAGE FLOWLINE |
| | 100-YR FLOOD PLAIN |
| | EXISTING 100-YR FLOOD PLAIN |
| | PROPOSED STREET LIGHT |

TABULAR DATA

RIGHT OF WAY.....	8.51 ACRES
OUTLOTS (COMMON AREAS).....	7.95 ACRES
RESIDENTIAL LOTS	
SINGLE FAMILY.....	23.21 ACRES

SITE TOTAL.....	39.67 ACRES



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OVERALL SITE PLAN

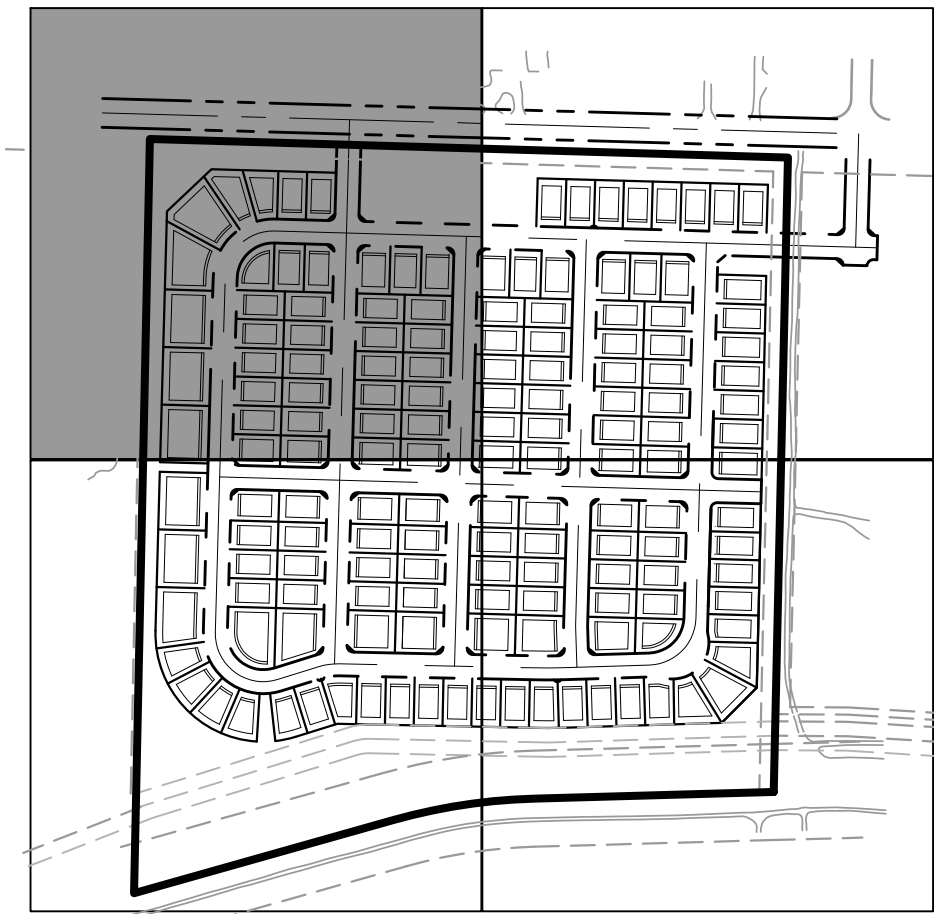
CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE:
04/08/2024

PROJECT NO.
21203

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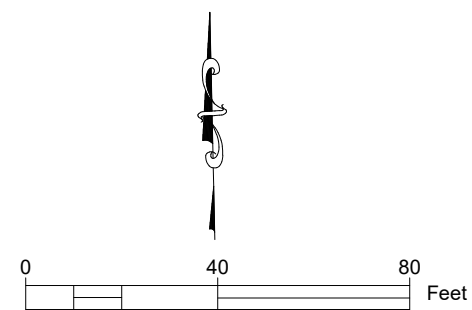
KEY MAP
1" = 400'

LEGEND:

- 8600 EXISTING CONTOURS
- 8600 PROPOSED CONTOURS
- LOT LINE
- SETBACK LINE
- RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPERTY LINE
- EXISTING BOUNDARY LINE
- EXISTING SECTION LINE
- TRACT
- EASEMENT LINE
- EXISTING EASEMENT LINE
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- EXISTING 100-YR FLOOD PLAIN
- PROPOSED STREET LIGHT

TABULAR DATA

RIGHT OF WAY.....	8.51 ACRES
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SINGLE FAMILY.....	23.21 ACRES
SITE TOTAL.....	39.67 ACRES



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DESIGNED BY: JJP

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SITE PLAN

CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

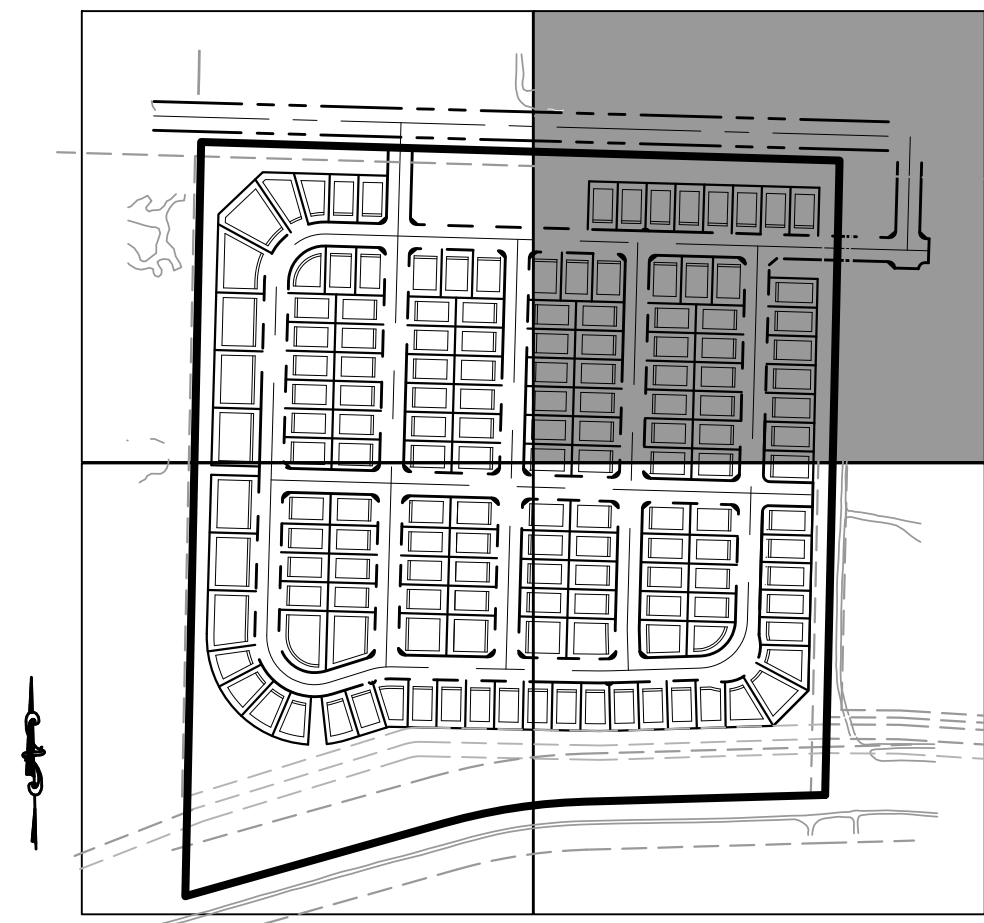
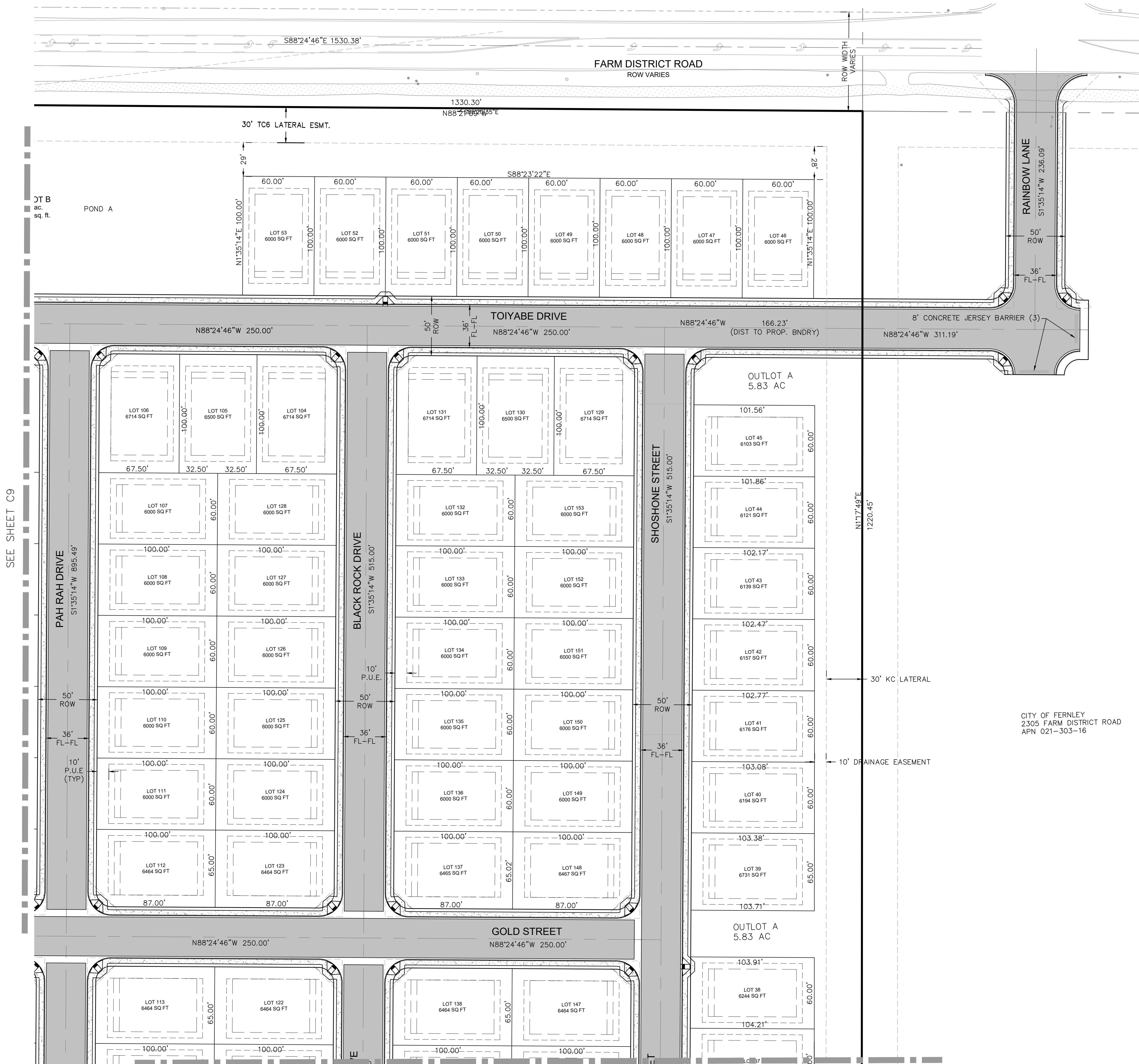
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No.	REVISIONS	DATE	BY

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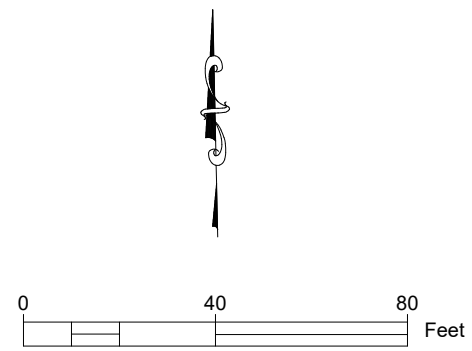


KEY MAP

1" = 400'

LEGEND:

- 8600 EXISTING CONTOURS
- 8600 PROPOSED CONTOURS
- LOT LINE
- SETBACK LINE
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- EXISTING RIGHT-OF-WAY
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- EDGE OF PAVEMENT
- PROPOSED CURB & GUTTER
- STORM SEWER WINLET AND FES
- DRAINAGE FLOWLINE
- 100-YR FLOOD PLAIN
- EXISTING 100-YR FLOOD PLAIN
- PROPOSED STREET LIGHT



TABULAR DATA

RIGHT OF WAY.....	8.51 ACRES
OUTLOTS (COMMON AREAS).....	7.95 ACRES
RESIDENTIAL LOTS.....	23.21 ACRES
SINGLE FAMILY.....	23.21 ACRES
SITE TOTAL.....	39.67 ACRES

No.	REVISIONS	DATE	BY

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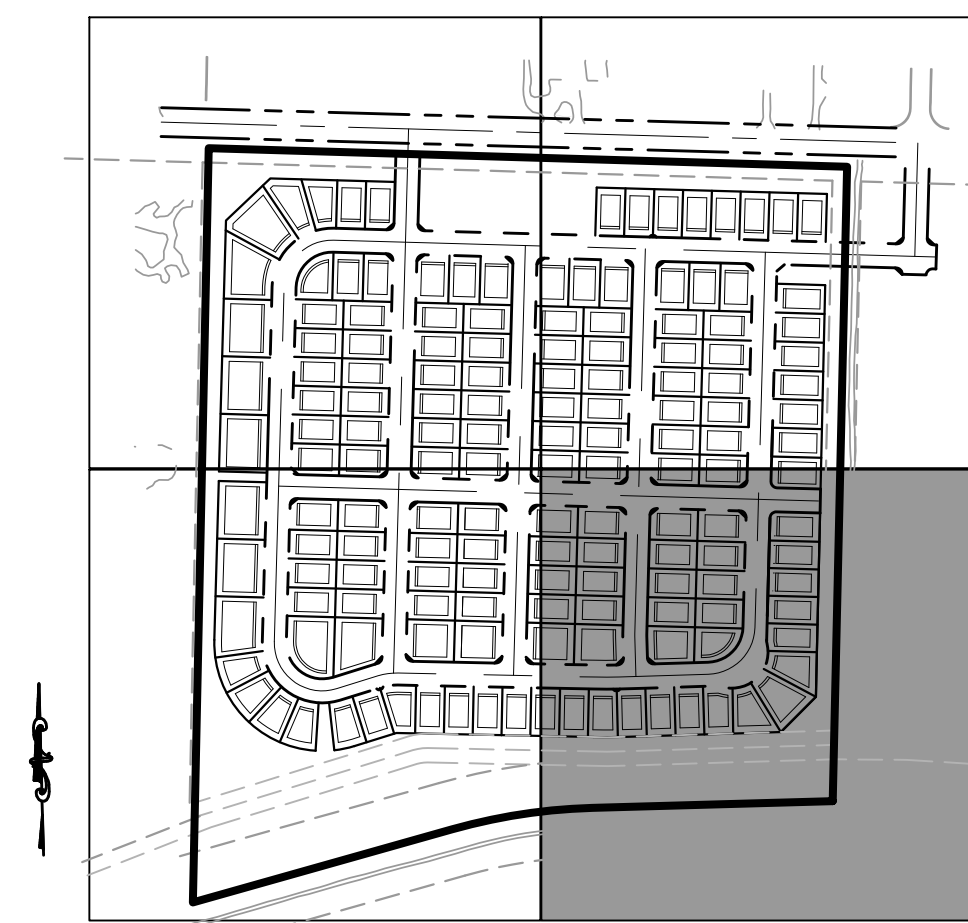
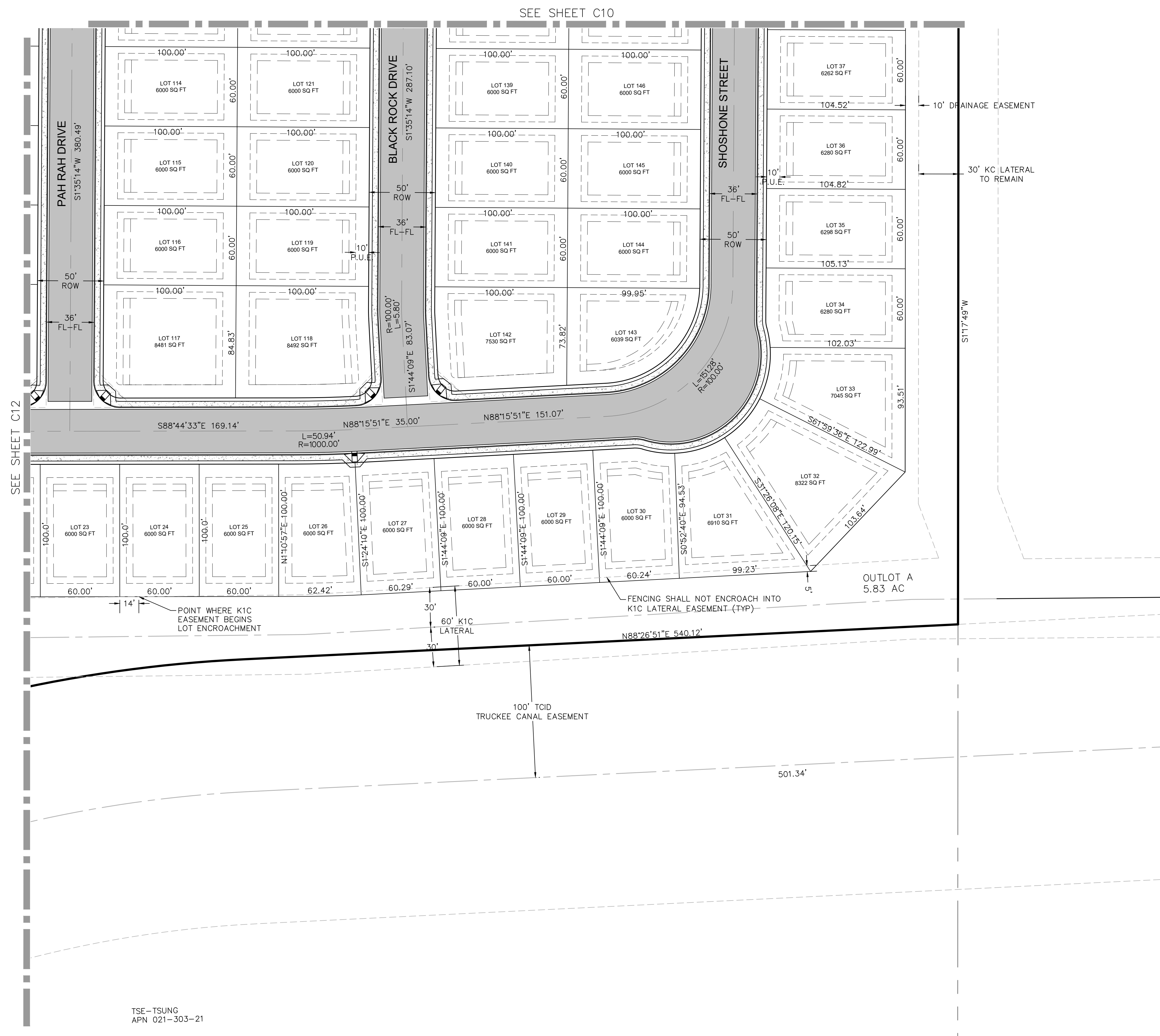
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DESIGNED BY: JJP
DRAWN BY: ZJD
CHECKED BY: LEP

SITE PLAN

CREEKWOOD COMMONS TENTATIVE SUBDIVISION MAP FERNLEY, NV

DATE: 04/08/2024
PROJECT NO. 21203

C10



KEY MAP
1" = 400'

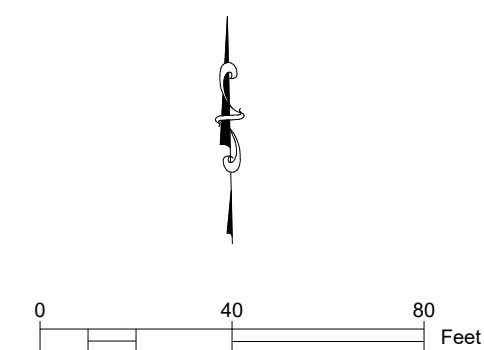
LEGEND:

- | | |
|--|---------------------------------|
| | EXISTING CONTOURS |
| | PROPOSED CONTOURS |
| | LOT LINE |
| | SETBACK LINE |
| | RIGHT-OF-WAY |
| | EXISTING RIGHT-OF-WAY |
| | PROPERTY LINE |
| | EXISTING BOUNDARY LINE |
| | EXISTING SECTION LINE |
| | TRACT |
| | EASEMENT LINE |
| | EXISTING EASEMENT LINE |
| | ALIGNMENT CENTER LINE |
| | EXISTING ROAD CENTER LINE |
| | EDGE OF PAVEMENT |
| | PROPOSED CURB & GUTTER |
| | STORM SEWER WINLET AND FLOWLINE |
| | DRAINAGE FLOWLINE |
| | 100-YR FLOOD PLAIN |
| | EXISTING 100-YR FLOOD PLAIN |
| | PROPOSED STREET LIGHT |

TABULAR DATA

RIGHT OF WAY.....	8.51 ACRES
OUTLOTS (COMMON AREAS).....	7.95 ACRES
RESIDENTIAL LOTS	
SINGLE FAMILY.....	23.21 ACRES

SITE TOTAL.....	39.67 ACRES

[illegible]

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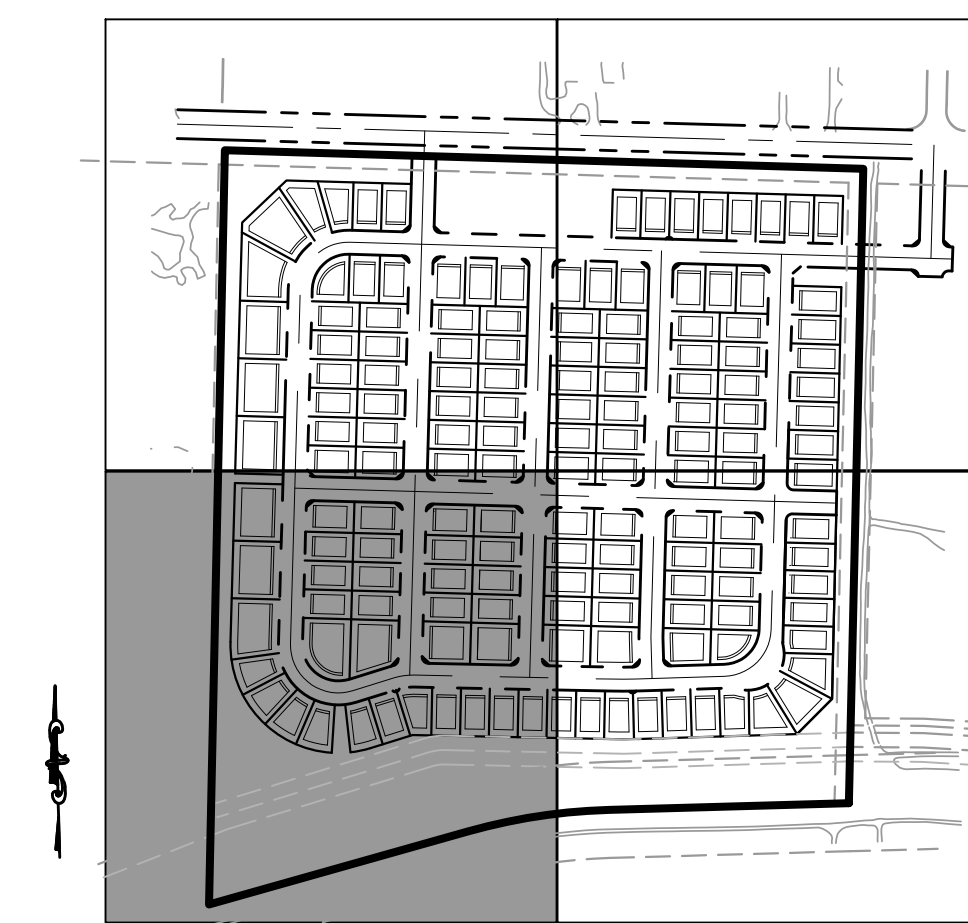
SCALE: AS SHOWN
DESIGNED BY: JJP
DRAWN BY: ZJD
CHECKED BY: LEP

SITE PLAN

CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE:	04/08/2024
PROJECT NO.	21203

C11



KEY MAP

1" = 400'

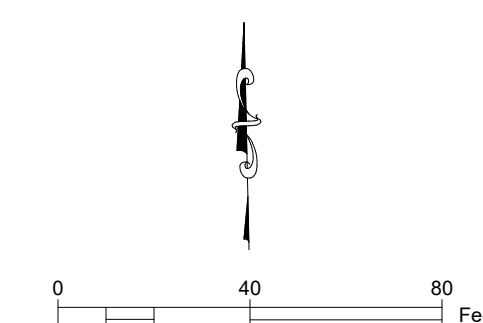
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- | | |
|--|------------------------------|
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| | PROPOSED CONTOURS |
| | LOT LINE |
| | SETBACK LINE |
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| | EXISTING RIGHT-OF-WAY |
| | PROPERTY LINE |
| | EXISTING BOUNDARY LINE |
| | EXISTING SECTION LINE |
| | TRACT |
| | EASEMENT LINE |
| | EXISTING EASEMENT LINE |
| | ALIGNMENT CENTER LINE |
| | EXISTING ROAD CENTER LINE |
| | EDGE OF PAVEMENT |
| | PROPOSED CURB & GUTTER |
| | STORM SEWER W/INLET AND FLOW |
| | DRAINAGE FLOWLINE |
| | 100-YR FLOOD PLAIN |
| | EXISTING 100-YR FLOOD PLAIN |
| | PROPOSED STREET LIGHT |

TABULAR DATA

RIGHT OF WAY.....	8.51 ACRES
OUTLOTS (COMMON AREAS).....	7.95 ACRES
RESIDENTIAL LOTS	
SINGLE FAMILY.....	23.21 ACRES

SITE TOTAL.....	39.67 ACRES

[illegible]

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

SITE PLAN

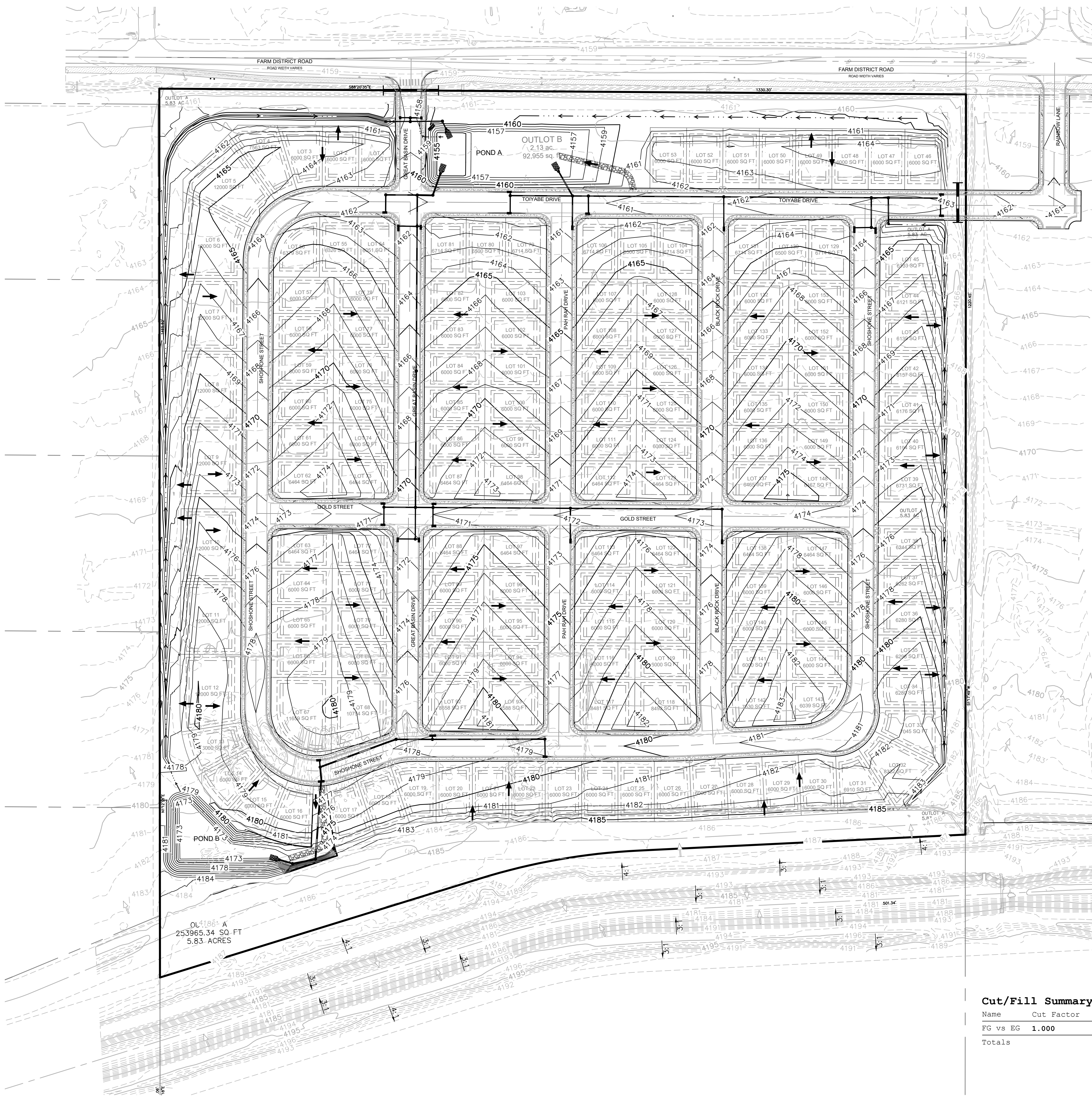
CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE:
04/08/2024

PROJECT NO.
21203

C12

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LEGEND:

- 8600 EXISTING CONTOURS
- 8600 PROPOSED CONTOURS
- LOT LINE
- SETBACK LINE
- RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- PROPERTY LINE
- EXISTING BOUNDARY LINE
- EXISTING SECTION LINE
- TRACT
- EASEMENT LINE
- EXISTING EASEMENT LINE
- ALIGNMENT CENTER LINE
- EXISTING ROAD CENTER LINE
- EDGE OF PAVEMENT
- PROPOSED CURB & GUTTER
- STORM SEWER WINLET AND FES
- DRAINAGE FLOWLINE
- 100-YR FLOOD PLAIN
- EXISTING 100-YR FLOOD PLAIN
- PROPOSED FLOW DIRECTION ARROW
- EXISTING FLOW DIRECTION ARROW

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
FG vs EG	1.000	1.070	35.75acres	37788.87 Cu. Yd.	61313.29 Cu. Yd.	23524.43 Cu. Yd.<Fill>
Totals			35.75acres	37788.87 Cu. Yd.	61313.29 Cu. Yd.	23524.43 Cu. Yd.<Fill>

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NOT FOR
CONSTRUCTION

SCALE: AS SHOWN

DESIGNED BY: JJP

DRAWN BY: ZJD

CHECKED BY: LEP

CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

OVERALL GRADING PLAN

DATE:
04/08/2024

PROJECT NO.
21203

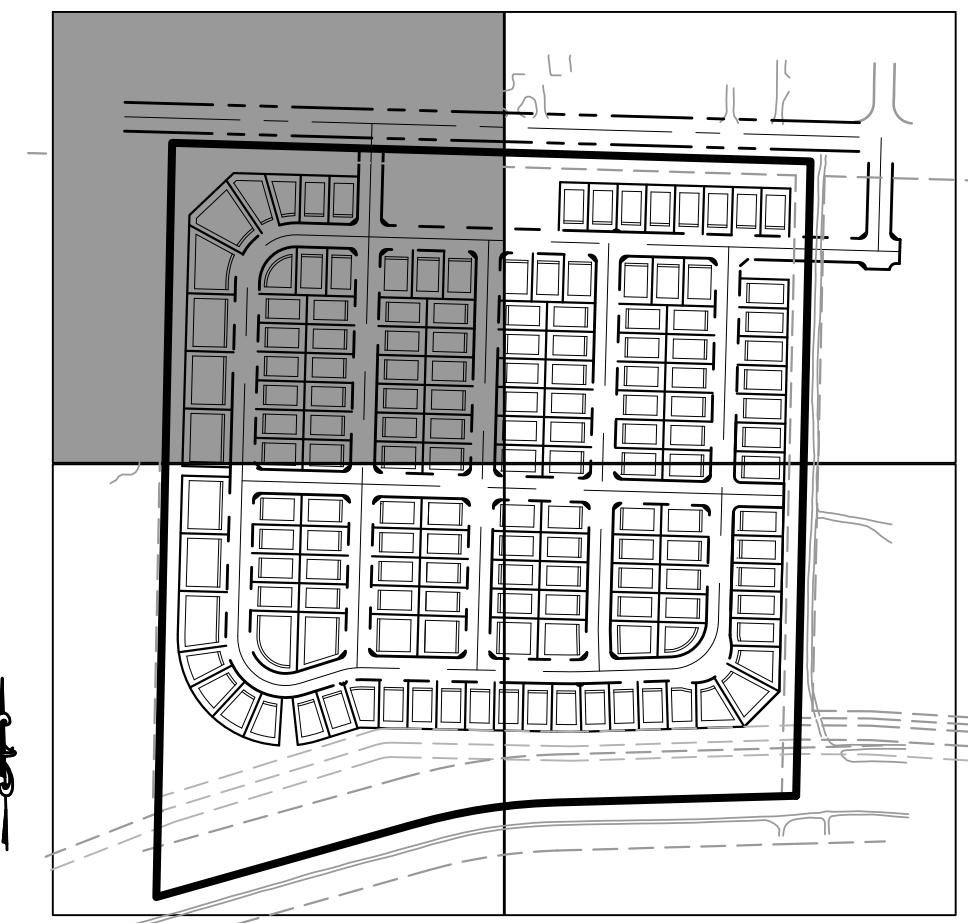
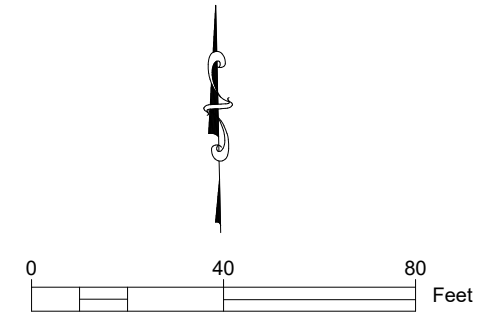
C13

REVISIONS

DATE

BY

Page 324 of 396



LEGEND:

	EXISTING CONTOURS
	PROPOSED CONTOURS
	LOT LINE
	SETBACK LINE
	RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	PROPERTY LINE
	EXISTING BOUNDARY LINE
	EXISTING SECTION LINE
	TRACT
	EASEMENT LINE
	EXISTING EASEMENT LINE
	ALIGNMENT CENTER LINE
	EXISTING ROAD CENTER LINE
	EDGE OF PAVEMENT
	PROPOSED CURB & GUTTER
	STORM SEWER W/INLET AND FES
	DRAINAGE FLOWLINE
	100-YR FLOOD PLAIN
	EXISTING 100-YR FLOOD PLAIN
	PROPOSED FLOW DIRECTION ARROW
	EXISTING FLOW DIRECTION ARROW

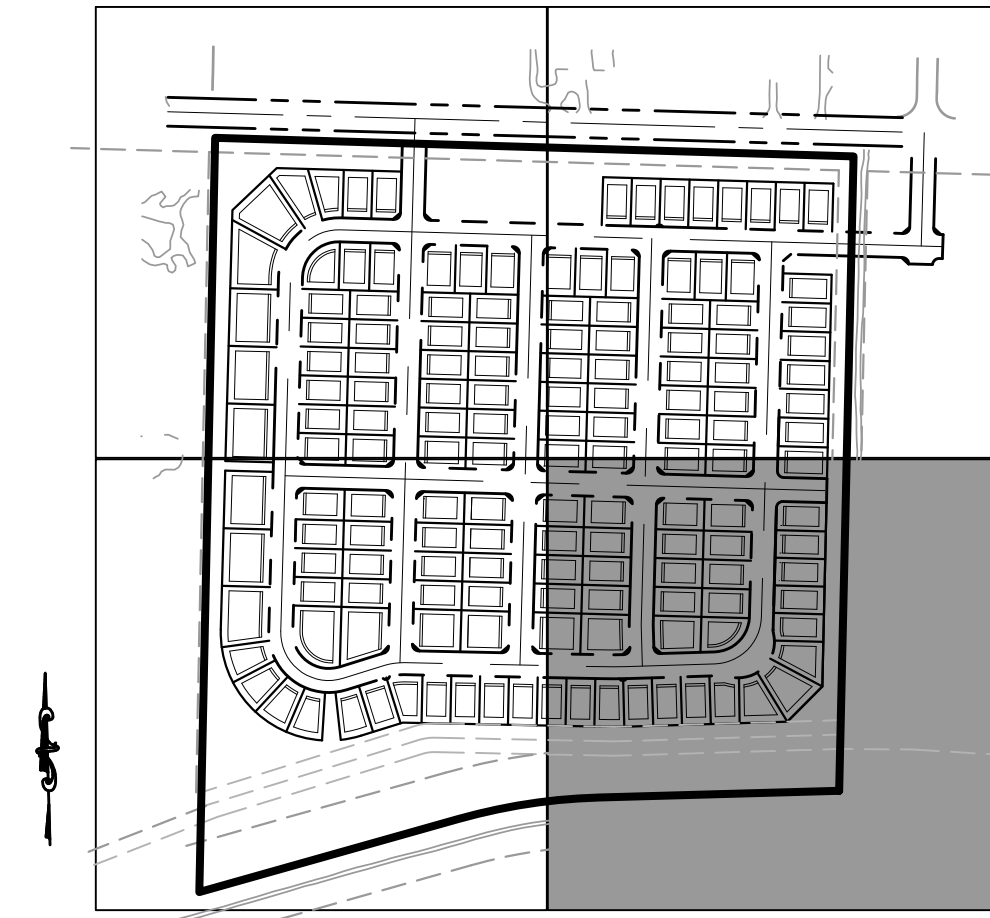
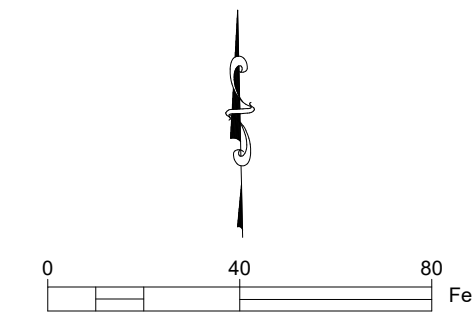
- NOTES:
1. ALL GRADING ACTIVITY SHALL COMPLY WITH THE APPROPRIATE NRS AND NAC REGULATIONS REGARDING AIR QUALITY PERMITS AND GRADING.
 2. ALL AREAS THAT HAVE BEEN GRADED THAT ARE UNDER CONSTRUCTION SHALL BE WATERED DAILY OR AS NEEDED, OR BE TREATED WITH DUST PALLIATIVE.
 3. ALL AREAS THAT HAVE BEEN CLEARED OF NATIVE SOIL AND VEGETATION AS A RESULT OF CONSTRUCTION BUT REMAIN UNIMPROVED SHALL BE SEEDDED WITH NATIVE VEGETATION AND IRRIGATED WITH TEMPORARY IRRIGATION.
 4. ESC MANAGER IS RESPONSIBLE FOR CLEAN UP OF SEDIMENT OR CONSTRUCTION DEBRIS TRACKED ON ADJACENT GRADED AREAS. PAVED AREAS ARE TO BE CLEANED WITH A STREET SWEEPER OR SIMILAR DEVICE

CREEKWOOD COMMONS TENTATIVE SUBDIVISION MAP FERNLEY, NV		DATE: 04/08/2024	
		PROJECT NO. 21203	
GRADING PLAN		SCALE: AS SHOWN	
		DESIGNED BY: JJP	
		DRAWN BY: ZJD	
		CHECKED BY: LEP	


$$1'' = 400'$$

	EXISTING CONTOURS
	PROPOSED CONTOURS
	LOT LINE
	SETBACK LINE
	RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	PROPERTY LINE
	EXISTING BOUNDARY LINE
	EXISTING SECTION LINE
	TRACT
	EASEMENT LINE
	EXISTING EASEMENT LINE
	ALIGNMENT CENTER LINE
	EXISTING ROAD CENTER LINE
	EDGE OF PAVEMENT
	PROPOSED CURB & GUTTER
	STORM SEWER W/INLET AND FES
	DRAINAGE FLOWLINE
	100-YR FLOOD PLAIN
	EXISTING 100-YR FLOOD PLAIN
	PROPOSED FLOW DIRECTION ARROW
	EXISTING FLOW DIRECTION ARROW

- NOTES:
1. ALL GRADING ACTIVITY SHALL COMPLY WITH THE APPROPRIATE NRS AND NAC REGULATIONS REGARDING AIR QUALITY PERMITS AND GRADING.
 2. ALL AREAS THAT HAVE BEEN GRADED THAT ARE UNDER CONSTRUCTION SHALL BE WATERED DAILY OR AS NEEDED, OR BE TREATED WITH DUST PALLIATIVE.
 3. ALL AREAS THAT HAVE BEEN CLEARED OF NATURAL SOIL AND VEGETATION AS A RESULT OF CONSTRUCTION BUT REMAIN UNIMPROVED SHALL BE SEEDDED WITH NATIVE VEGETATION AND IRRIGATED WITH TEMPORARY IRRIGATION.
 4. ESC MANAGER IS RESPONSIBLE FOR CLEAN UP OF SEDIMENT OR CONSTRUCTION DEBRIS TRACKED ON ADJACENT PAVED AREAS. PAVED AREAS ARE TO BE CLEANED WITH A STREET SWEEPER OR SIMILAR DEVICE



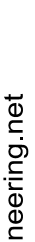
KEY MAP
1" = 400'

LEGEND:

- | | |
|--|-------------------------------|
| | EXISTING CONTOURS |
| | PROPOSED CONTOURS |
| | LOT LINE |
| | SETBACK LINE |
| | RIGHT-OF-WAY |
| | EXISTING RIGHT-OF-WAY |
| | PROPERTY LINE |
| | EXISTING BOUNDARY LINE |
| | EXISTING SECTION LINE |
| | TRACT |
| | EASEMENT LINE |
| | EXISTING EASEMENT LINE |
| | ALIGNMENT CENTER LINE |
| | EXISTING ROAD CENTER LINE |
| | EDGE OF PAVEMENT |
| | PROPOSED CURB & GUTTER |
| | STORM SEWER WINLET AND FES |
| | DRAINAGE FLOWLINE |
| | 100-YR FLOOD PLAIN |
| | EXISTING 100-YR FLOOD PLAIN |
| | PROPOSED FLOW DIRECTION ARROW |
| | EXISTING FLOW DIRECTION ARROW |

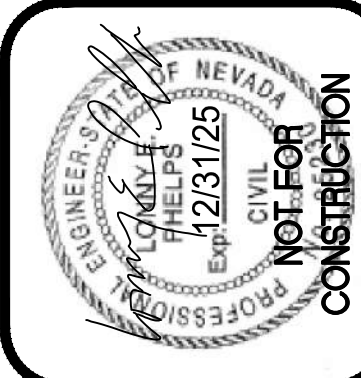
NOTES

1. ALL GRADING ACTIVITY SHALL COMPLY WITH THE APPROPRIATE NRS AND NAC REGULATIONS REGARDING AIR QUALITY PERMITS AND GRADING.
2. ALL AREAS THAT HAVE BEEN GRADED THAT ARE UNDER CONSTRUCTION SHALL BE WATERED DAILY WHEN DRY, OR BE TREATED WITH DUST PALLIATIVE.
3. ALL AREAS THAT HAVE BEEN CLEARED OF NATIVE SOIL AND VEGETATION AS A RESULT OF CONSTRUCTION BUT REMAIN UNIMPROVED SHALL BE SEEDDED WITH NATIVE VEGETATION AND IRRIGATED WITH TEMPORARY IRRIGATION.
4. ESC MANAGEMENT IS RESPONSIBLE FOR CLEAN UP OF DEBRIS. DEBRIS SHALL BE TRACKED ON ADJACENT PAVED AREAS. PAVED AREAS ARE TO BE CLEANED WITH A STREET SWEEPER OR SIMILAR DEVICE

[illegible]

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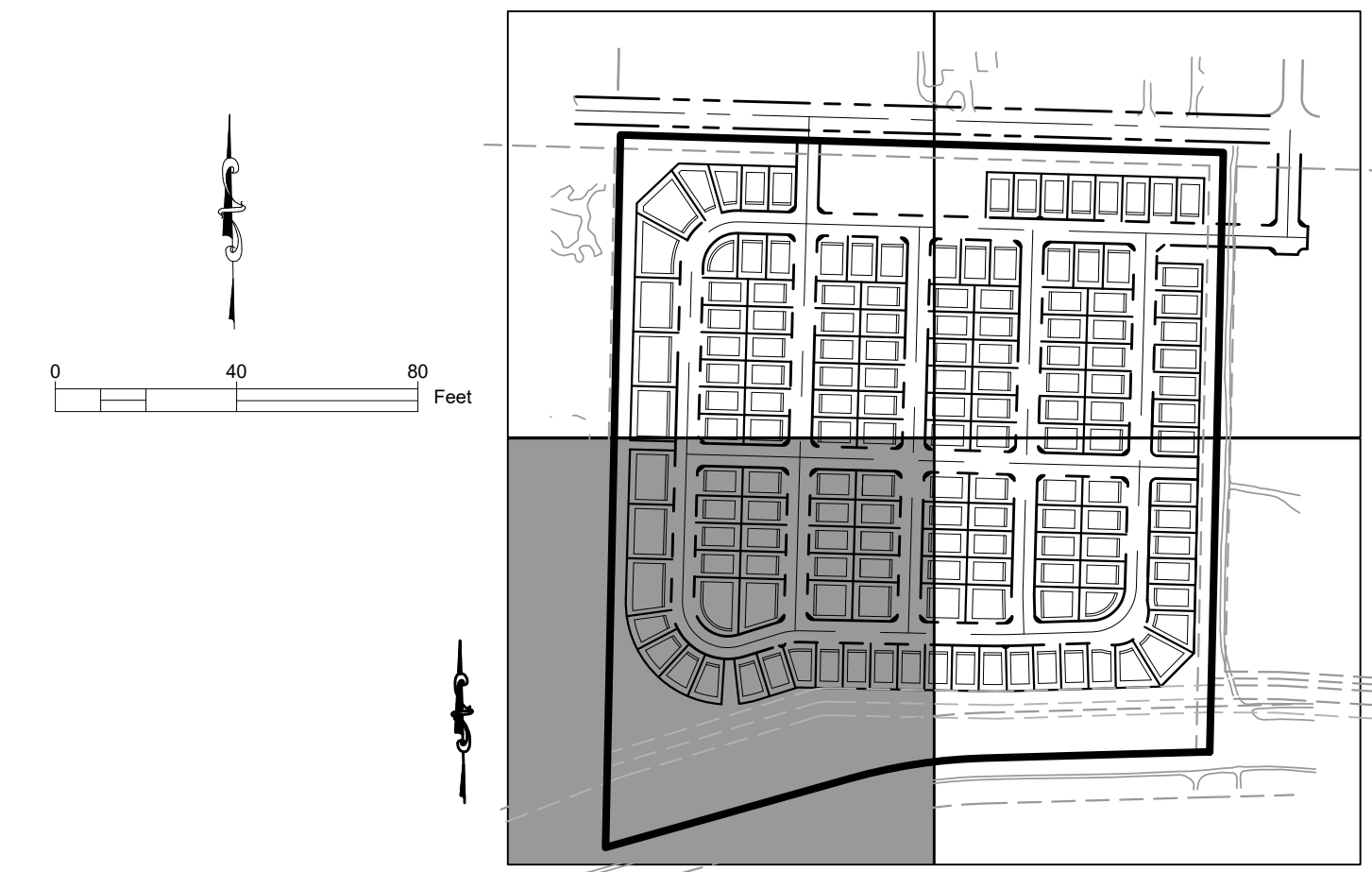
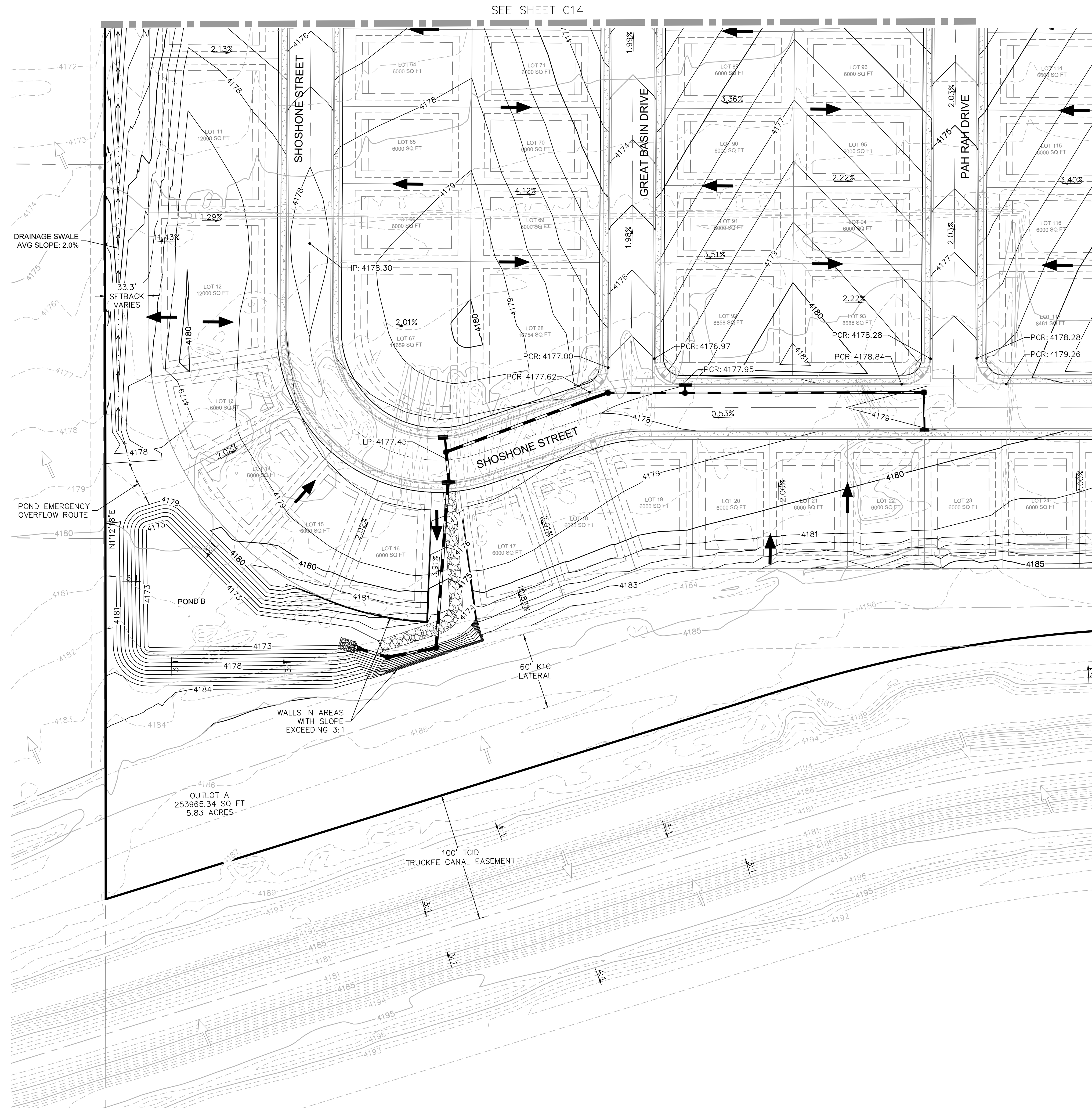
SCALE:	AS SHOWN
DESIGNED BY:	JJP
DRAWN BY:	ZJD
CHECKED BY:	LEP

GRADING PLAN

CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE:	04/08/2024
PROJECT NO.	21203

C16



KEY MAP
1" = 400'

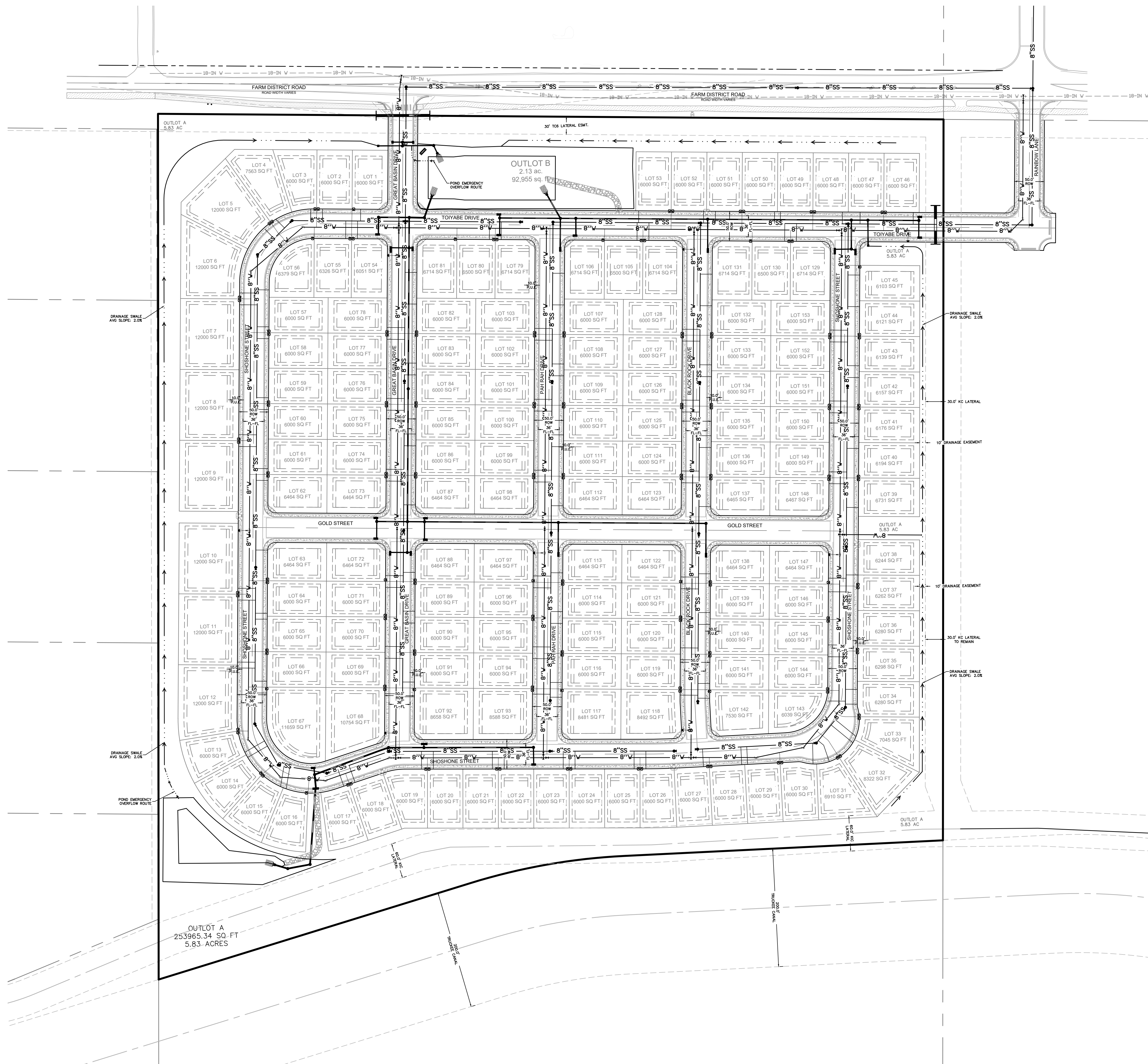
LEGEND:

- | | |
|--|-------------------------------|
| | EXISTING CONTOURS |
| | PROPOSED CONTOURS |
| | LOT LINE |
| | SETBACK LINE |
| | RIGHT-OF-WAY |
| | EXISTING RIGHT-OF-WAY |
| | PROPERTY LINE |
| | EXISTING BOUNDARY LINE |
| | EXISTING SECTION LINE |
| | TRACT |
| | EASEMENT LINE |
| | EXISTING EASEMENT LINE |
| | ALIGNMENT CENTER LINE |
| | EXISTING ROAD CENTER LINE |
| | EDGE OF PAVEMENT |
| | PROPOSED CURB & GUTTER |
| | STORM SEWER W/INLET AND FES |
| | DRAINAGE FLOWLINE |
| | 100-YR FLOOD PLAIN |
| | EXISTING 100-YR FLOOD PLAIN |
| | PROPOSED FLOW DIRECTION ARROW |
| | EXISTING FLOW DIRECTION ARROW |

NOTES:

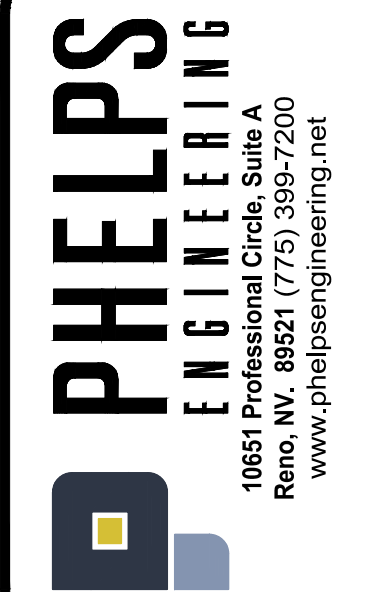
1. ALL GRADING ACTIVITY SHALL COMPLY WITH THE APPROPRIATE NRS AND NAC REGULATIONS REGARDING AIR QUALITY PERMITS AND GRADING.
2. ALL AREAS THAT HAVE BEEN GRADED THAT ARE UNDER CONSTRUCTION SHALL BE WATERED DAILY OR AS NEEDED, OR BE TREATED WITH DUST PALLIATIVE.
3. ALL AREAS THAT HAVE BEEN CLEARED OF THE SOIL, AND EXPOSED AS A RESULT OF CONSTRUCTION BUT REMAIN UNIMPROVED SHALL BE SEEDDED WITH NATIVE VEGETATION AND IRRIGATED WITH TEMPORARY IRRIGATION.
4. ESC MANAGER IS RESPONSIBLE FOR CLEAN UP OF SEDIMENT OR CONSTRUCTION DEBRIS TRACKED ON ADJACENT PAVED AREAS. PAVED AREAS ARE TO BE CLEANED WITH A STREET SWEEPER OR SIMILAR DEVICE

[illegible]



LEGEND:

- | | |
|--|---|
| | PROPERTY LINE |
| | LOT LINE |
| | UTILITY ACCESS EASEMENT [UAE] |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING SECTION LINE |
| | EASEMENT LINE |
| | EXISTING EASEMENT LINE |
| | ROAD CENTER LINE |
| | EXISTING ROAD CENTER LINE |
| | TRACT |
| | EDGE OF PAVEMENT |
| | CURB & GUTTER |
| | SWALE FLOWLINE |
| | STORM SEWER
W/INLET AND FES |
| | EXISTING STORM SEWER |
| | EXISTING STORM
MANHOLE |
| | EXISTING WATER LINE W/FIRE
HYDRANT AND GATE/BUTTERFLY
VALVE |
| | WATER LINE W/FIRE HYDRANT AND
GATE/BUTTERFLY VALVE |
| | WATER METER |
| | PLUG W/ 2" BLOWOFF |
| | AIR RELEASE VALVE |
| | EXISTING SANITARY
SEWER W/MANHOLE |
| | 8-INCH Ø SANITARY SEWER W/MANHOLE |
| | EXISTING GAS LINE |
| | NATURAL GAS LINE |
| | EXISTING OVERHEAD ELECTRIC |
| | EXISTING ELECTRIC |
| | ELECTRIC LINE |
| | EXISTING POWER / LIGHT POLE |
| | PROPOSED LIGHT POLE |

[illegible]

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

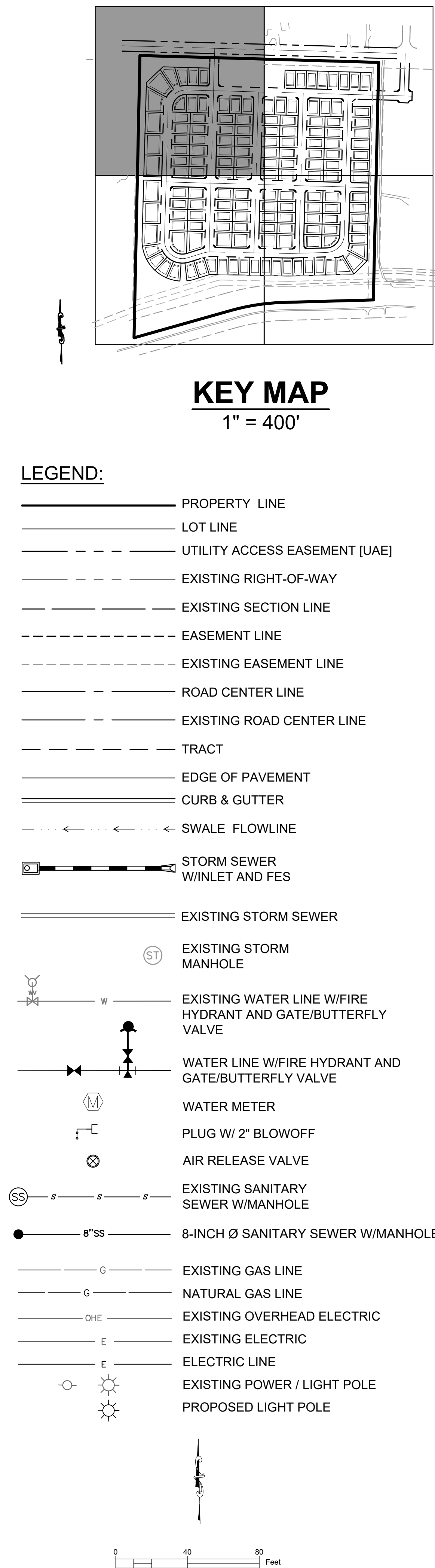
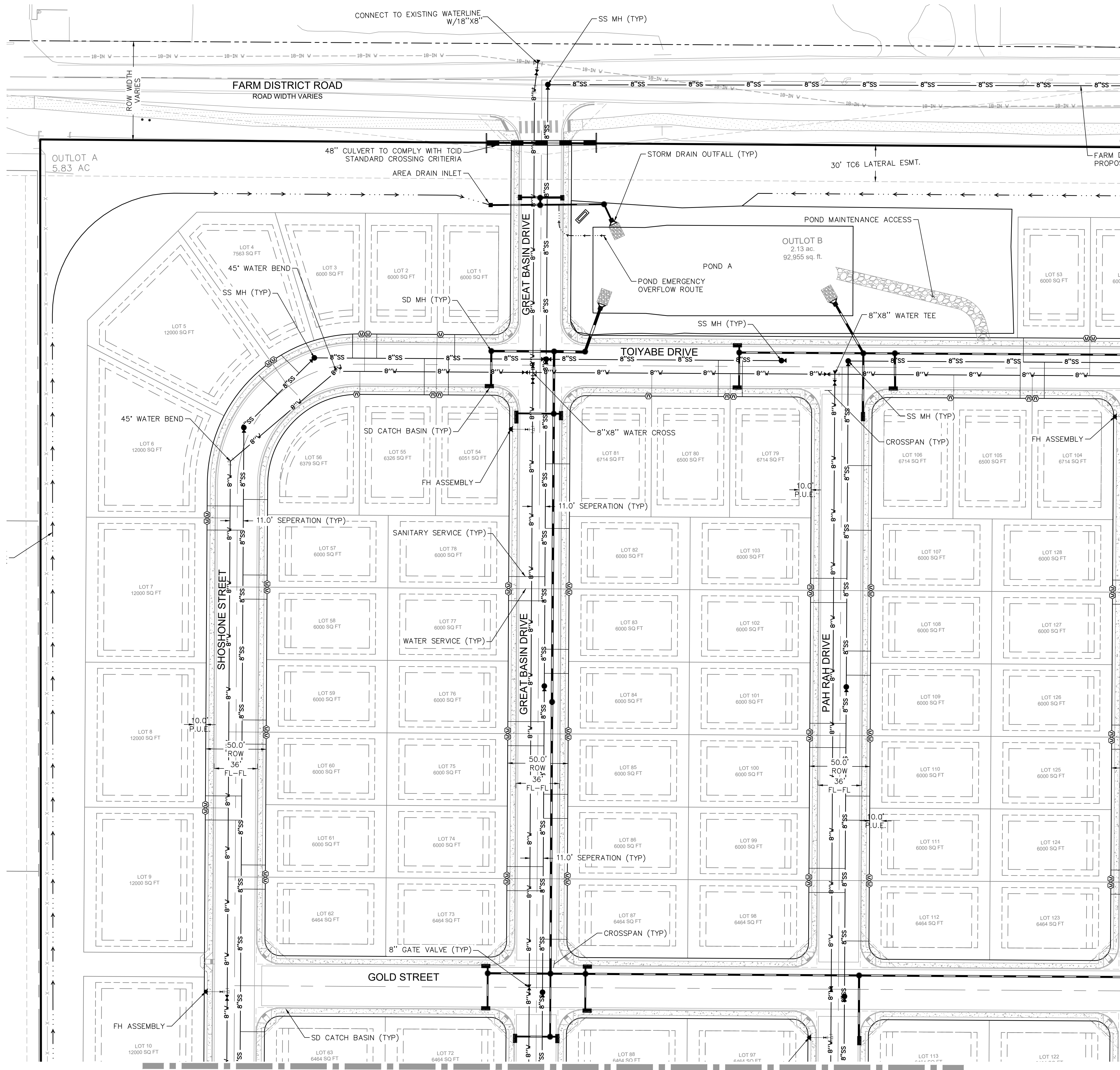
OVERALL UTILITY PLAN

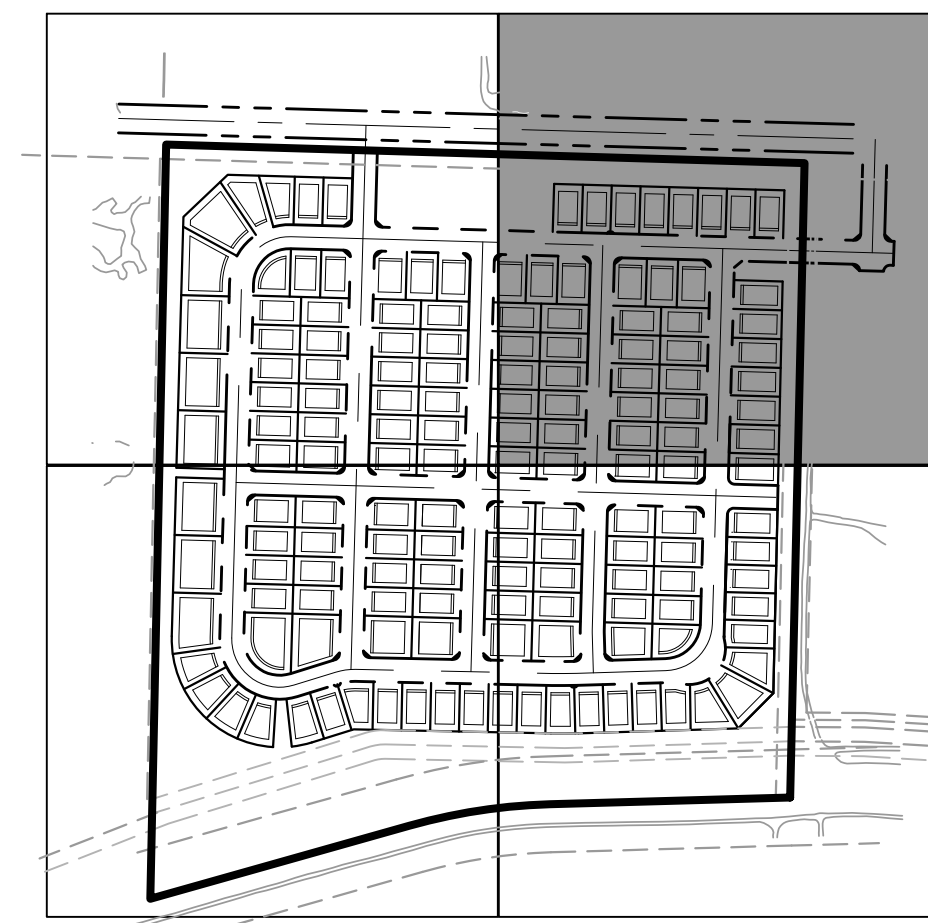
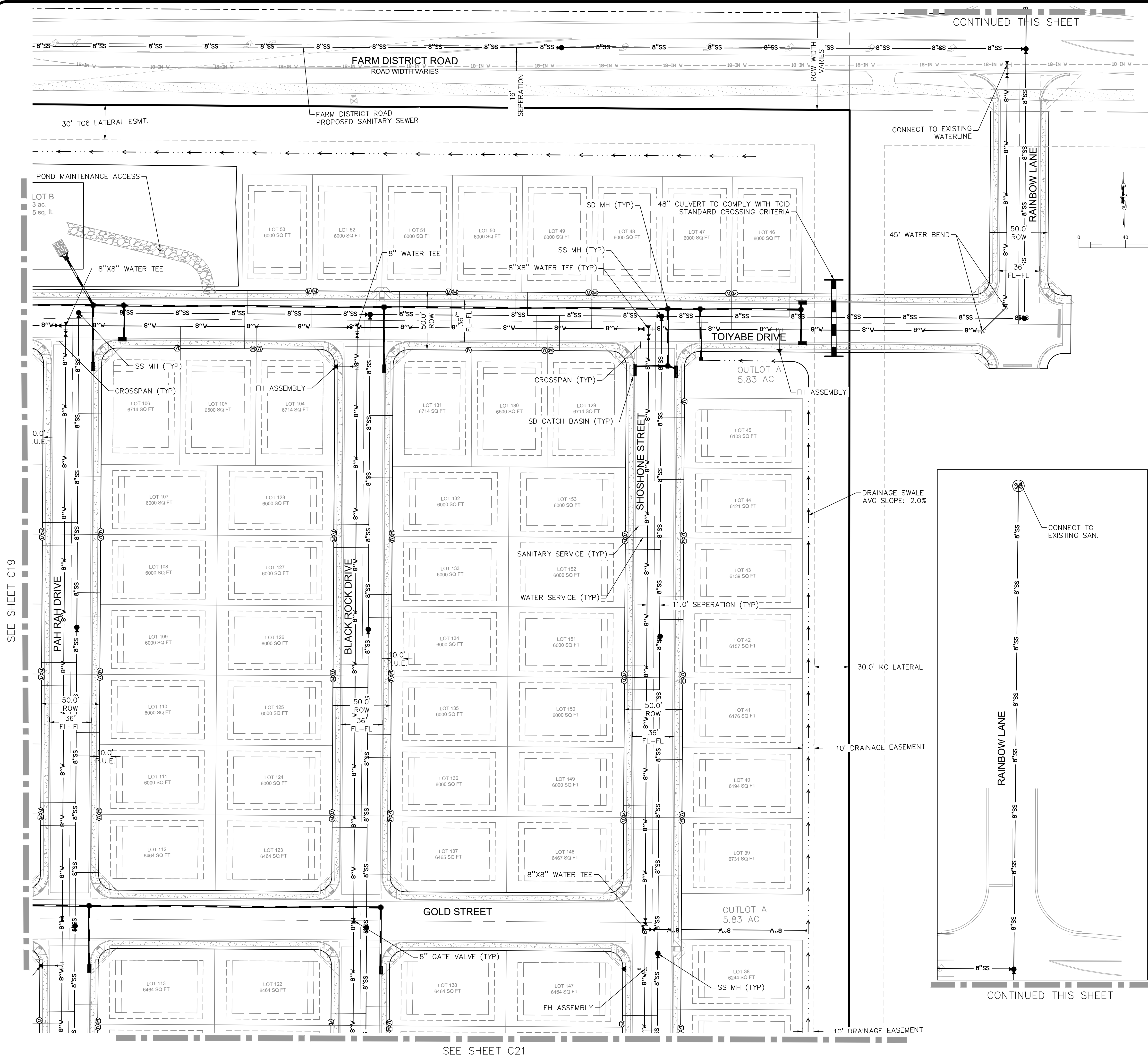
CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE:
04/08/2024

PROJECT NO.
21203

C18

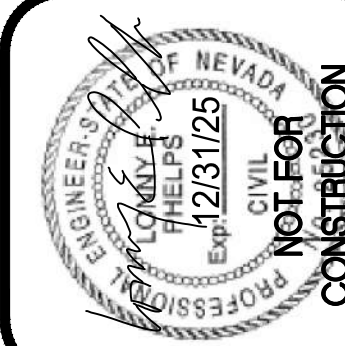
[illegible]



KEY MAP
1" = 400'

LEGEND:

- | | |
|--|---|
| | PROPERTY LINE |
| | LOT LINE |
| | UTILITY ACCESS EASEMENT [UAE] |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING SECTION LINE |
| | EASEMENT LINE |
| | EXISTING EASEMENT LINE |
| | ROAD CENTER LINE |
| | EXISTING ROAD CENTER LINE |
| | TRACT |
| | EDGE OF PAVEMENT |
| | CURB & GUTTER |
| | SWALE FLOWLINE |
| | STORM SEWER
WINLET AND FES |
| | EXISTING STORM SEWER |
| | EXISTING STORM
MANHOLE |
| | EXISTING WATER LINE W/FIRE
HYDRANT AND GATE/BUTTERFLY
VALVE |
| | WATER LINE W/FIRE HYDRANT AND
GATE/BUTTERFLY VALVE |
| | WATER METER |
| | PLUG W/ 2" BLOWOFF |
| | AIR RELEASE VALVE |
| | EXISTING SANITARY
SEWER W/MANHOLE |
| | 8-INCH Ø SANITARY SEWER W/MANHOLE |
| | EXISTING GAS LINE |
| | NATURAL GAS LINE |
| | EXISTING OVERHEAD ELECTRIC |
| | EXISTING ELECTRIC |
| | ELECTRIC LINE |
| | EXISTING POWER / LIGHT POLE |
| | PROPOSED LIGHT POLE |



SCALE: AS SHOWN

DESIGNED BY: JJF

DRAWN BY: ZJ

CHECKED BY: LE

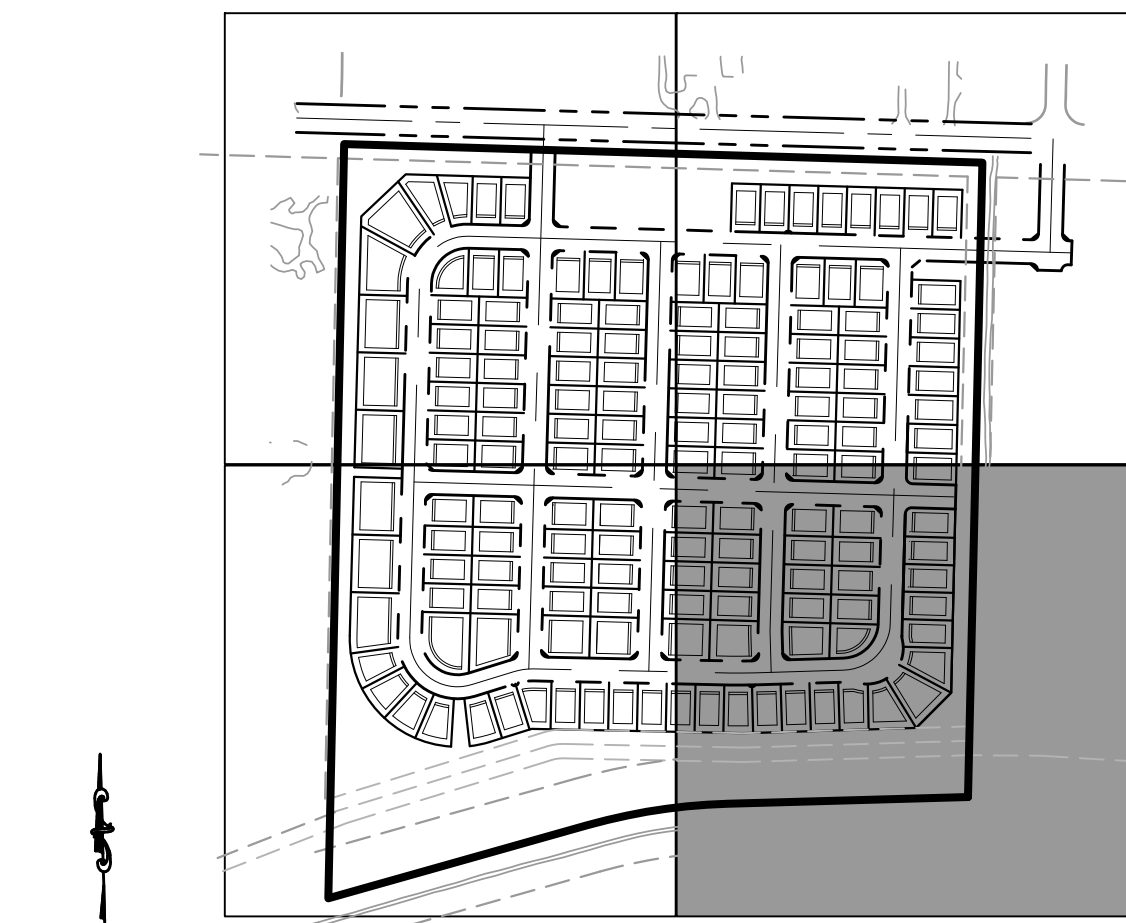
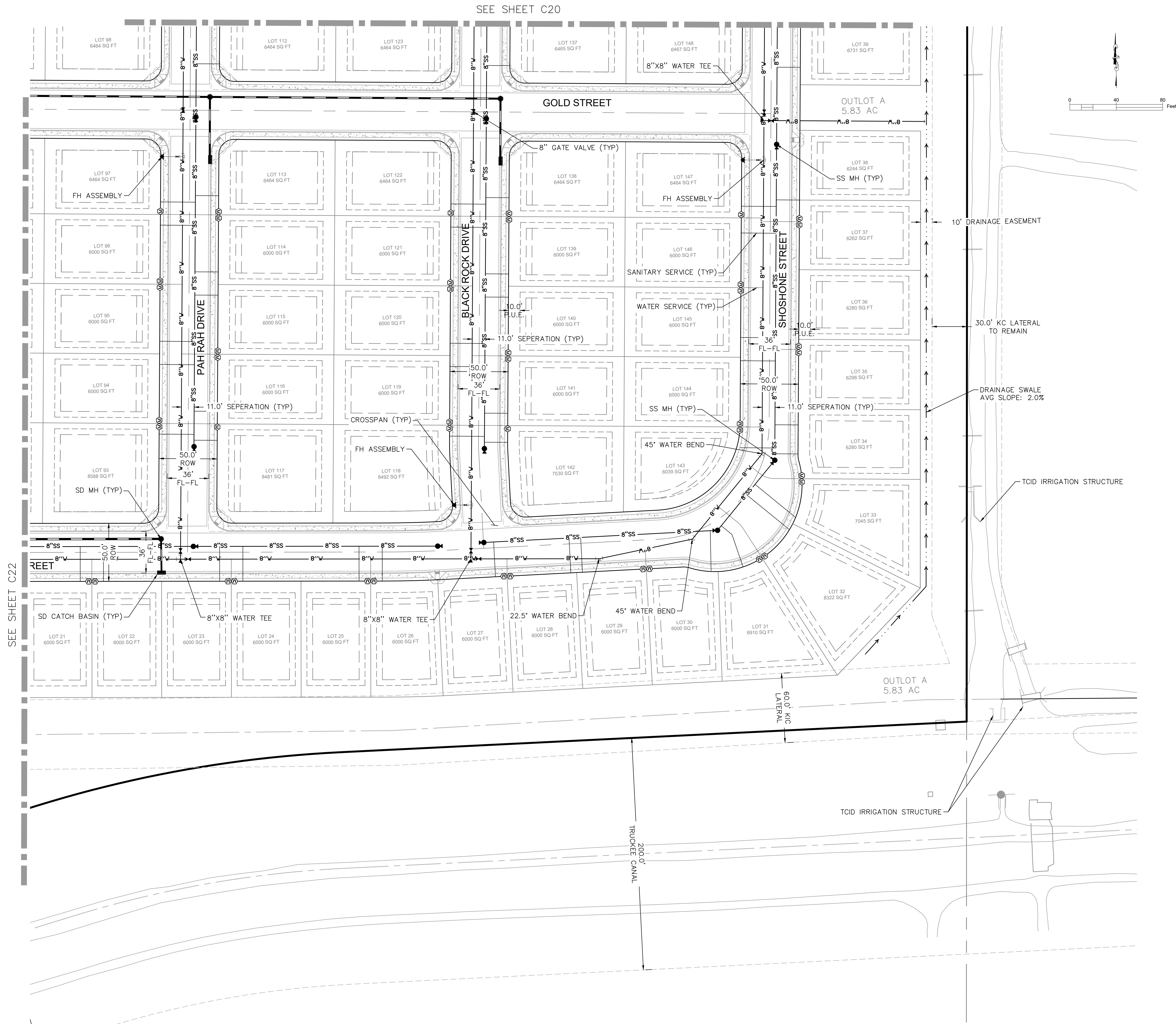
UTILITY PLAN

CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE:
04/08/2024

PROJECT NO.
21203

C20



KEY MAP
1" = 400'

LEGEND:

- | | |
|--|---|
| | PROPERTY LINE |
| | LOT LINE |
| | UTILITY ACCESS EASEMENT [UAE] |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING SECTION LINE |
| | EASEMENT LINE |
| | EXISTING EASEMENT LINE |
| | ROAD CENTER LINE |
| | EXISTING ROAD CENTER LINE |
| | TRACT |
| | EDGE OF PAVEMENT |
| | CURB & GUTTER |
| | SWALE FLOWLINE |
| | STORM SEWER
WINLET AND FES |
| | EXISTING STORM SEWER |
| | EXISTING STORM
MANHOLE |
| | EXISTING WATER LINE W/FIRE
HYDRANT AND GATE/BUTTERFLY
VALVE |
| | WATER LINE W/FIRE HYDRANT AND
GATE/BUTTERFLY VALVE |
| | WATER METER |
| | PLUG W/ 2" BLOWOFF |
| | AIR RELEASE VALVE |
| | EXISTING SANITARY
SEWER W/MANHOLE |
| | 8-INCH Ø SANITARY SEWER W/MANHOLE |
| | EXISTING GAS LINE |
| | NATURAL GAS LINE |
| | EXISTING OVERHEAD ELECTRIC |
| | EXISTING ELECTRIC |
| | ELECTRIC LINE |
| | EXISTING POWER / LIGHT POLE |
| | PROPOSED LIGHT POLE |

[illegible]

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

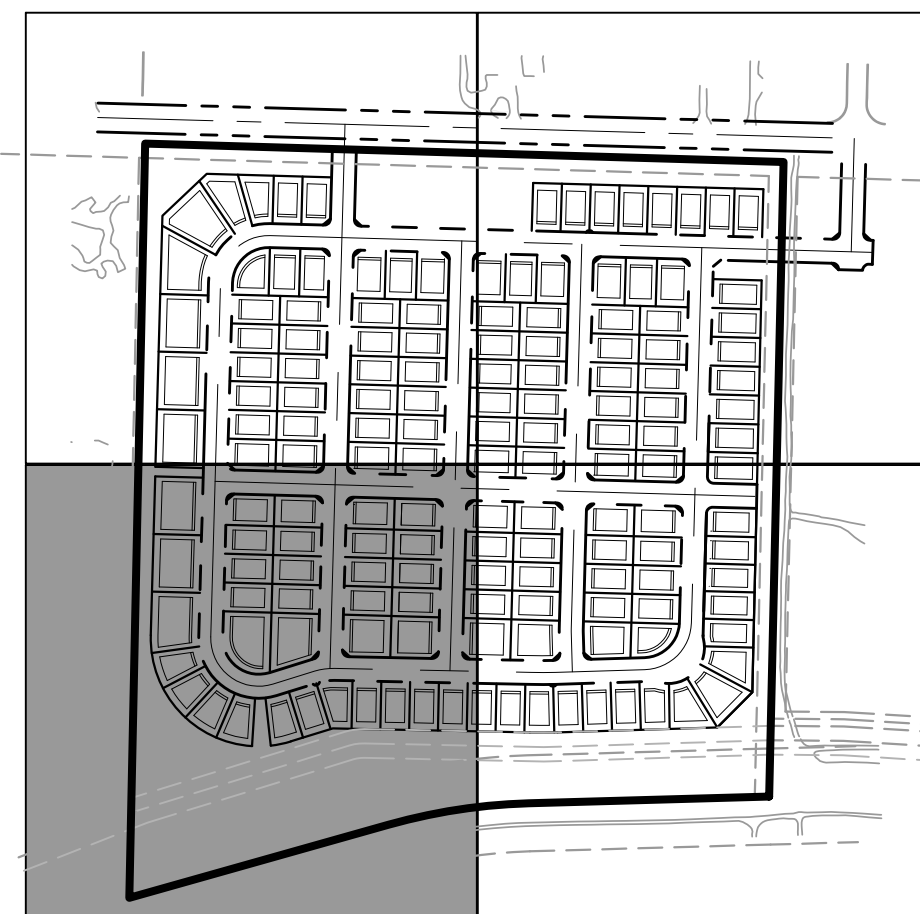
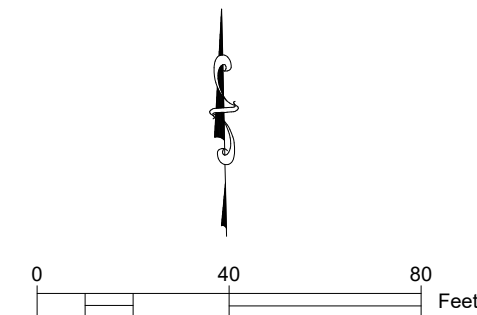
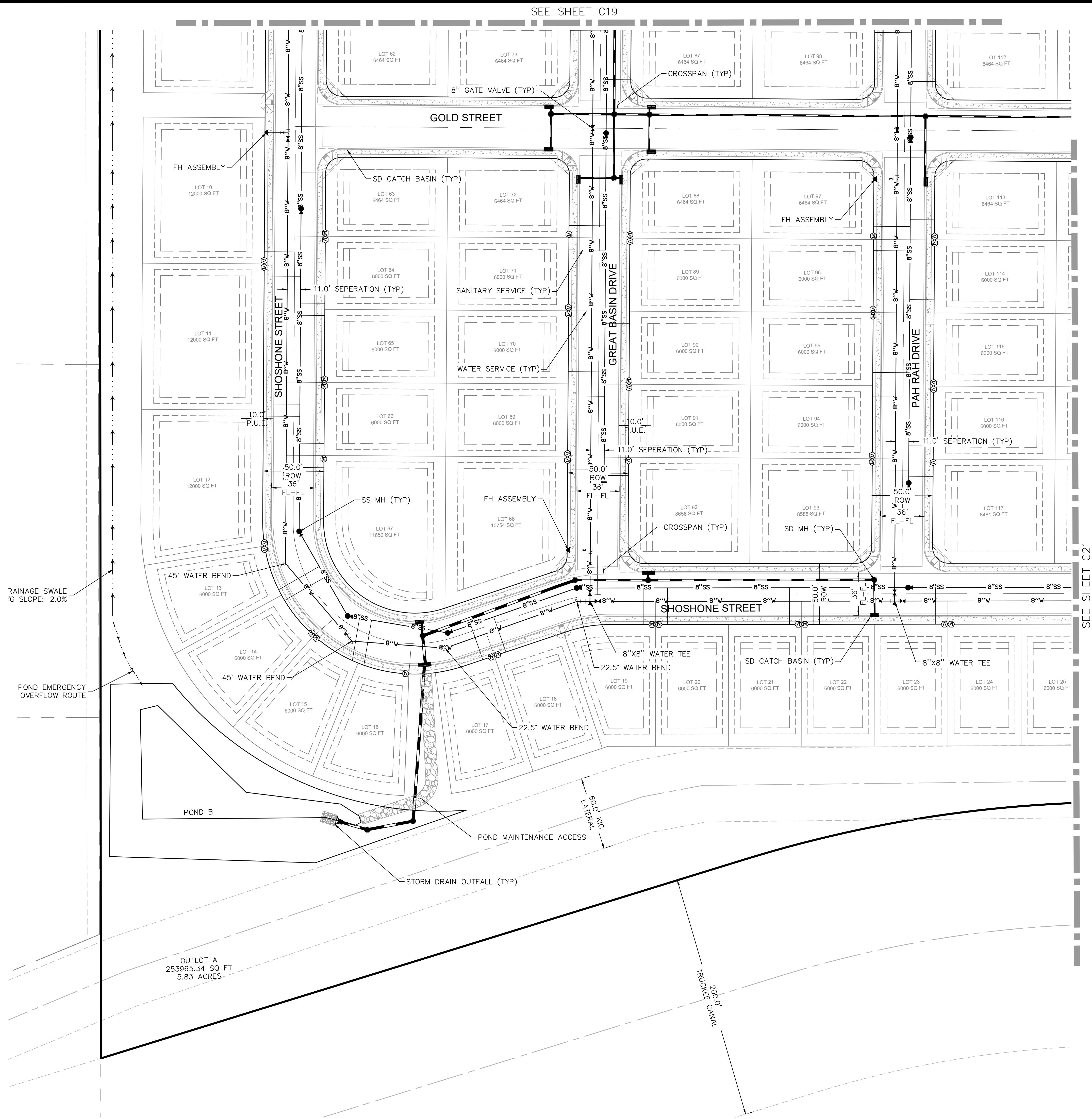
UTILITY PLAN

CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE:
04/08/2024

PROJECT NO.
21203

C21



KEY MAP
1" = 400'

LEGEND:

- | | |
|--|---|
| | PROPERTY LINE |
| | LOT LINE |
| | UTILITY ACCESS EASEMENT [UAE] |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING SECTION LINE |
| | EASEMENT LINE |
| | EXISTING EASEMENT LINE |
| | ROAD CENTER LINE |
| | EXISTING ROAD CENTER LINE |
| | TRACT |
| | EDGE OF PAVEMENT |
| | CURB & GUTTER |
| | SWALE FLOWLINE |
| | STORM SEWER
W/INLET AND FES |
| | EXISTING STORM SEWER |
| | EXISTING STORM
MANHOLE |
| | EXISTING WATER LINE W/FIRE
HYDRANT AND GATE/BUTTERFLY
VALVE |
| | WATER LINE W/FIRE HYDRANT AND
GATE/BUTTERFLY VALVE |
| | WATER METER |
| | PLUG W/ 2" BLOWOFF |
| | AIR RELEASE VALVE |
| | EXISTING SANITARY
SEWER W/MANHOLE |
| | 8-INCH Ø SANITARY SEWER W/MANHOLE |
| | EXISTING GAS LINE |
| | NATURAL GAS LINE |
| | EXISTING OVERHEAD ELECTRIC |
| | EXISTING ELECTRIC |
| | ELECTRIC LINE |
| | EXISTING POWER / LIGHT POLE |
| | PROPOSED LIGHT POLE |

[illegible]

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

UTILITY PLAN

CREEKWOOD COMMONS
TENTATIVE SUBDIVISION MAP
FERNLEY, NV

DATE:
04/08/2024

PROJECT NO.
21203

C22

CREEKWOOD COMMONS PROJECT NARRATIVE ZONE MAP AMENDMENT & TENTATIVE MAP



Conceptual Examples of single family detached homes & entry monument.

Prepared for:

Creekwood Group, LLC
3860 Richards Blvd.
Carson City, NV 89703

Prepared by:

Phelps Engineering Services Inc.
10651 Professional Circle
Suite A
Reno, Nevada 89521

TABLE OF CONTENTS

COVER LETTER.....	3
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PROJECT LOCATION	5
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COVER LETTER

June 18, 2024

Shay League, Senior Planner
City of Fernley
595 Silverlace Blvd.
Fernley, NV. 89408

Subject: Creekwood Commons Zone Map Amendment and Tentative Subdivision Map Application

Dear Shay,

Please accept the attached Zone Map Amendment (ZMA) and Tentative Subdivision Map (TSM) Application for a parcel located on the south side of Farm District Road on behalf of owner Creekwood Group, LLC.

The parcel (property) totals approximately 39.67 acres and is located entirely within the boundary of the City of Fernley, Nevada. The current zoning is SF20 Residential Single-Family – 20,000 square feet, developer maximum density 2 dwelling units (du) per acre, with a Single-Family Residential land use designation. The project proposes 3.86 du/acre.

A narrative is provided as part of this submittal which describes the purpose of the Zone Map Amendment and how the new zoning designation brings the property into compliance with the current City of Fernley Comprehensive Master Plan.

This ZMA intends to re-classify the current SF20 zoning classification to SF6.

The following is a list of materials included with this ZMA submittal:

- ✓ ZMA Application Checklist
- ✓ Land Development Application signed by owner
- ✓ Application Fee
- ✓ NRS Time Waiver Agreement
- ✓ Project Narrative
- ✓ Vicinity Map
- ✓ Legal Description (wet stamped)
- ✓ Tentative Subdivision Map
- ✓ Property Tax Receipt

The following is a list of materials included with this TSM submittal:

- ✓ TSM Application Checklist
- ✓ Land Division Application signed by owner
- ✓ Application Fee

Creekwood Zone Map Ammendment and Tentative Subdivision Map

- ✓ NRS Time Waiver Agreement
- ✓ Project Narrative
- ✓ Tentative Subdivision Map
- ✓ Vicinity Map
- ✓ Title Report
- ✓ Pending Street Name Application
- ✓ Traffic Study
- ✓ Preliminary Drainage Report
- ✓ Sewer/Water Discovery Report Application
- ✓ Geotechnical Report
- ✓ Fiscal Impact Form

If you have any questions concerning this application or the proposed project, please contact me at the contact info listed below.

Sincerely,

Devin Perry
Planning Manager
Phelps Engineering Services Inc.
dperry@phelpsengineering.net
775-462-9919 - mobile

PROJECT DESCRIPTION

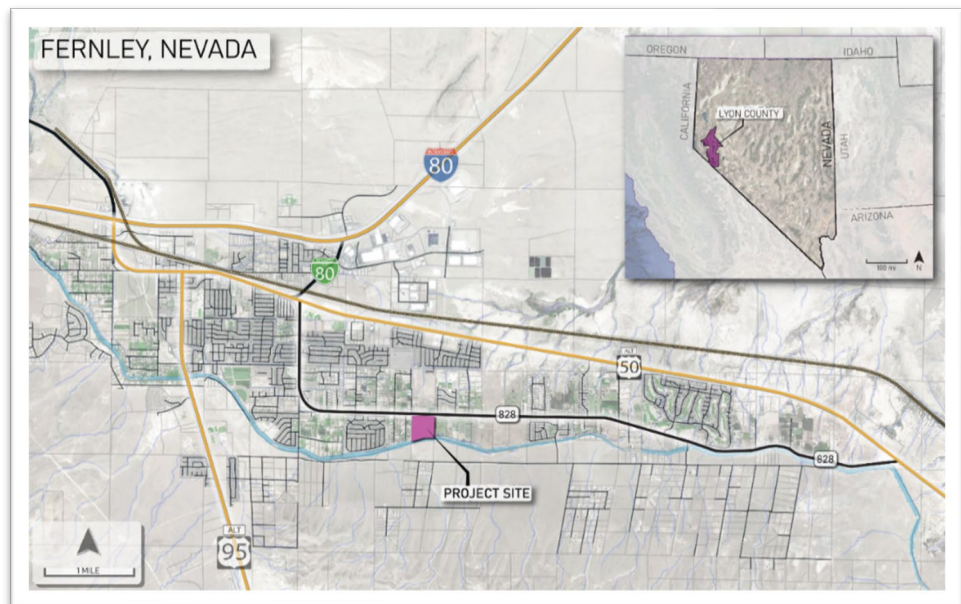
OBJECTIVE

This project is seeking approval for a Zone Map Amendment (ZMA) and Tentative Subdivision Map (TSM) for the 39.67-acre property from the current Zoning designation (SF20) to (SF6). The proposed development provides 153 single family units with on-site stormwater detention facilities. The development also provides a minimum 30' buffer at the perimeter of the property, and over 346,000 sf of Outlots.

Creekwood Commons is a proposed moderately dense residential community consisting of single-family homes. The project will help alleviate the City's need for housing and will help support the Fernley workforce by addressing housing affordability.

PROJECT LOCATION

APN: 021-303-20



Creekwood Commons is in the City of Fernley, in Lyon County Nevada within a portion of the East $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 20, Township 20 North, Range 25 East. Creekwood Commons consists of ± 41 acres and is located on the south side of Farm District Road (NV 828), between Browne Lane to the west and Rainbow Lane to the east. The Truckee Carson Irrigation District canal forms the southern boundary of the property.

The property currently serves as agricultural land and is undeveloped. Topography is gently sloping down to the north, with an average approximate slope of $\sim 2.7\%$. Aside from the agricultural area in the center, the property is moderately vegetated with low-lying grasses and scattered shrubs. Some large trees are present but are mostly confined to the northern and eastern edges. The property is accessed from Farm District Road.

Recent surrounding development includes Silverland Middle School, built in 2011 (0.5 miles to the north), and several residential subdivisions and small neighborhood parks. Farm District Road, as its name implies, formed the backbone of Fernley's historic agricultural community.

LAND USE

The City of Fernley has a desire to move away from a bedroom community/commuter town and provide a focus as a growing community with opportunities to live, work, and play while maintaining the rural character of the area as defined by the City of Fernley Comprehensive Master Plan dated August 2018 (page 70).

The property's Land Use is currently Single-Family Residential (SFR). No changes to Land Use are proposed as the project complies with the current designation.

ZONING

The City of Fernley updated their Development Code in February 2020. Section 32.06.050 of the Development Code describes the purpose of the applied zoning districts as follows.

SF6, Residential Single-Family – 6,000 square feet

Purpose. This district is intended to preserve areas where the predominant dwelling type is single-family, detached units at seven units per acre. Single-family land uses are considered appropriate adjacent to low density multifamily, SF9 and MDR14 zoning districts. The maximum number of dwelling units that may be located in this district is seven units per one acre.

The following maps illustrate the existing and proposed zoning districts for Creekwood.



CONSISTENCY WITH DEVELOPMENT CODE AND COMPREHENSIVE PLAN

In 2018, the Fernley City Council adopted an update to the City of Fernley Comprehensive Master Plan. The purpose of the City's Master Plan is to guide decision making regarding the physical development of the city. The Master Plan identified a development pattern, which has catered to large lot single-family homes with minimal opportunity for employment because over half of Fernley residents commute to other counties and neighboring cities for work. The larger lot single-family home is no longer affordable for many. In addition, this pattern has created a financial burden for the City due to the lack of employment and folks spending their

money primarily outside of Fernley. The current Comprehensive Master Plan strives to revitalize the town center, add new employment centers, and diversify the historic land use patterns to be more in line with the new goals to support the workforce, first time home buyers, and the aging and lower income populations.

Primary uses within the applied single-family residential land use include detached single-family residences. Other allowed uses include parks, open space, and religious institutions. Density is 2 to 7 du/acre. Characteristics and location features include:

- Primarily single-family detached homes with varied lot sizes
- Residences should be sited as to provide privacy to the occupants while providing connectivity to adjoining commercial or other uses
- New development should provide buffering, lot matching, or transition of density when adjacent to existing residential
- Residences shall be sufficiently buffered from adjacent roadways
- Municipal services are required

The project is compatible with the following Comprehensive Master Plan relevant goals for: 1) Population, Housing, and Employment; 2) Conservation; 3) Land Use; 4) Transportation; 5) and Public Services and Facilities. Where the proposed project deviates from Master Plan goals, an explanation is provided.

Consistency with surrounding land use

Listed below are the City of Fernley Comprehensive Master Plan Goals and Action Strategies for Land Use, Housing Plan and Population, Housing and Employment, followed by an explanation as to how they are supported and upheld in the Creekwood Commons development:

Land Use. Discussion on how the proposed project is compatible with Land Use goals follows the relevant Comprehensive Master Plan Land Use goals listed below:

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

Action Strategy LU.1.1.1 Require new development to provide its proportionate share of improvements to avoid a degradation of services for existing residents. This requirement will be applied regardless of project size in order to avoid incremental erosion of services and facilities.

Action Strategy LU.1.1.2 Encourage development of vacant or underutilized lands within the community core where adequate infrastructure and facilities currently exists.

Action Strategy LU.1.1.3 Require new development to provide certified, stamped studies demonstrating the impact proposed development will have on existing

infrastructure and to provide improvements and/or funding in lieu of improvements in proportion to the impacts of the proposed projects on the city's roadway, sewer and water systems.

The Creekwood development is located on Farm District Rd, a major corridor through town, in an area that has close connections to critical infrastructure such as water, sewer, and electricity. The on-site construction will involve improvements that expand this infrastructure.

Sewer service calculations obtained from Shaw Engineering Sewer Discovery dated April 18, 2022 estimates average daily inflow of 250 gpd/ERC. Current ERC count of 153 times 250 gpd/ERC = 38,250 gpd

Water service calculations obtained from Shaw Engineering Water Discovery dated April 18, 2022 with a project demand of 178 ERCs stated "There is deemed to be sufficient system capacity with regards to groundwater and treatment plant capacity for the new development using a multiplying factor of 2.1 to calculate maximum day demand (MDD) from average day demand (ADD) and a multiplying factor of 2 to calculate peak hour demand (PHD) from maximum day demand."

This revised Site Plan decreases the lot count by 14% (153 lots) with an anticipated demand of 55.7 acre-feet/year.

A Fiscal Impact Analysis Form is provided as part of this submittal. The Developer will finance their proportionate share the required public works improvements to avoid a degradation of services for existing residents.

As per the Land Use Map in the City's Comprehensive Master Plan (page 63), the Creekwood Commons parcel is designated as Single Family Residential and allows for SF6 zoning:

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

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

Action Strategy LU.1.4.2 Projects shall be evaluated with the intent to promote land use compatibility; community design measures can increase compatibility among adjoining land uses.

Action Strategy LU.1.4.5 Require development plans to address conditions unique to the developing area and minimize impacts to adjacent properties.

Action Strategy LU.1.4.6 Review all projects in relation to their geographic location, impacts to adjacent communities, fiscal impact and mitigation measures to protect natural and cultural resources. Apply specific conditions of approval tailored for each development proposal.

The current land use is specified as Single-Family Residential and will not change. This land use is consistent along Farm District Road where new planned medium-density residential communities, parks, and schools are intermingled with low-density residential development.

To provide a buffer to the surrounding low-density single-family residential developments to the west, north, and south, the Creekwood Commons development maintains a 30+ foot buffer.

The development also provides for a future connection to the eastern City-owned property which will allow a more interconnected developed environment.

Population, Housing, and Employment. Discussion on how the proposed project is compatible with Population, Housing, and Employment goals follows relevant Comprehensive Master Plan goals as follows:

Goal HP.1.1 Enhance Fernley’s vitality as a community by providing a variety of housing types, density and costs that accommodate the needs, desires and financial abilities of the current and future households.

Action Strategy HP.1.1.2 Encourage large-scale housing development that incorporates efficient land use techniques and creates a distinct sense of place and neighborhood diversity.

Action Strategy HP.1.1.4 Encourage the efficient use of land and existing infrastructure by focusing on achieving good design in new housing or redeveloped housing on either vacant land, infill parcels and/or under-developed parcels.

The proposed project location offers the ability to achieve good design in new housing on underdeveloped parcels, and further provides a variety of housing types, density and costs that accommodate the needs for current and future households looking to live in Fernley.

Chapter 1, page 35 of the Master Plan states:

“Based on the City of Fernley’s current land use patterns, the City will likely be unable to attract new firms and new jobs because of the lack of diversity in its current available housing stock. In short, the City of Fernley could find itself left out of the next 20 years of regional economic growth and development and remain as a bedroom community. Remaining a bedroom community will force the City of Fernley to remain dependent on other jurisdictions outside of Lyon County to provide the jobs and income Fernley residents need. As people often shop and recreate where they work but consume services where they live, most bedroom communities tend to eventually find themselves in a position where they can no longer generate the revenue and resources needed to support growing levels of public services.”

Chapter 1, page 41 and 42 state the need to diversify current housing stock:

“The City of Fernley is strategically located to become a significant driver of norther Nevada’s significantly improved economy expansion and growth. By becoming such a driver, existing and future residents will have improved access to various employment, shopping, entertainment and recreational opportunities. However, this is only conceivable if the City of Fernley takes the appropriate steps today in order to diversify and better balance its land use.... Based on current projections, the City of Fernley is likely to double its current residential population.... This population will demand a multi-generational diversity in housing stock, price and product type

that currently does not exist, but could as the City pursues a new land use and development pattern as part of its larger economic development and diversification strategy.”

The Master plan reveals housing needs for 2018. Chapter 1, page 37 states:

“Total housing demand for the entire three county northern Nevada region of Carson City, Lyon County, and Washoe County is expected to rise to an estimated 9,209 total new units, including demand for both workforce housing and non-workforce housing, in 2018. Total housing demand for Lyon County is 400 total new residential units (4.3 percent of the region-wide total).”

HP.1.2 Encourage housing that supports sustainable development patterns by promoting the efficient use of land, conservation of natural resources, easy access to services and public facilities such as parks, and resource efficient design and construction.

HP.1.2.1 Foster flexibility in the division of land and the siting of buildings and other improvements to reduce new development’s impact on environmentally sensitive areas.

The Creekwood Commons development project is a large-scale housing development that incorporates efficient land use techniques and creates a distinct sense of place through neighborhood and streetscape design. The project also fosters flexibility in the division of land and the siting of buildings away from environmentally sensitive areas by locating the development away from the TCID canal and outside of the existing KIC easement at the south. On-site stormwater detention facilities also help alleviate the impact that the development has on city infrastructure.

Goal HP.1.6 Provide a spectrum of high quality housing to meet the City’s need.

Action Strategy HP.1.6.3 Consider the cumulative impact of regulations on the ability of housing developers to meet current and future housing demand.

Nearby large employment providers include Amazon, Nevada Cement, Nevada Department of Transportation, Sherwin Williams, TREX, and Tahoe Reno Industrial Center (TRIC).

Creekwood Commons creates new housing opportunities that will serve multiple generations.

HP.1.7 Coordinate population growth with the availability of housing, water, sanitary sewer, streets, and other public facilities and services.

HP.1.8 Coordinate population growth with the availability of water, sanitary sewer, streets and highways and other public facilities and services.

Dedication of water rights and facilities or the purchase of Intent-to-serve commitments is required for residential subdivision parcel maps, and commercial buildings by the City of Fernley.

Conservation. The following goals and objectives are provided for Conservation in the Comprehensive Master Plan. Discussion on how the proposed project is compatible with the Conservation goals follow:

C.1.3 Maintain and improve the quality of Fernley's air, water and land resources and protect neighborhoods from detrimental noise pollution.

C.1.3.1 Cooperate with public agencies concerned with the improvement of air quality and implement plans and/or programs to maintain overall state and federal air quality standards.

C.1.3.7 Maintain coordination of land use planning and capital improvements to insure the most efficient use of the city's sanitary and stormwater run-off facilities.

The TSM will be submitted by the developer for review by the Bureau of Water Pollution Control per NRS 278 and Nevada Administrative Code 278. Improvement plans will be reviewed by both the Bureau of Safe Drinking Water and the Bureau of Water Pollution Control for adherence to all state and federal standards.

Before obtaining Civil Improvement Plan approvals from the City of Fernley, a NDEP Dust Control Permit and SWPPP will be obtained by the operator/contractor.

C.1.4 Ensure future growth and development is sensitive to Fernley's natural and scenic resources.

C.1.4.1 Enhance the value and beauty of Fernley's bicycle and pedestrian routes by locating them along significant viewpoints, scenic sites and scenic corridors.

C.1.4.3 Encourage new public and private development to use water conservation landscaping and fixtures.

The site will preserve existing old growth trees along Farm District Rd and the eastern boundary through appropriate buffers. Although the current use of land will be shifting from agricultural to residential, there will be a net gain in the diversity of trees, vegetation and habitat, which will all be selected and maintained through water conservation methods. All proposed irrigation will utilize water-saving technology including drip irrigation and drought-tolerant vegetation.

The site layout is sensitive to preserving scenic resources and character of Fernley and will incorporate pedestrian-oriented design and trails to link open spaces and encourage active lifestyles.

C.1.5 Regulate development in areas that may be subject to earthquakes, erosion and landslides.

C.1.5.1 Ensure new development proposals near known or mapped faults conduct fault studies to determine the specific orientation, location and relative activity of nearby faults. Locate structures a minimum of 50 feet from any identified Holocene fault.

A Geotechnical study was conducted as part of the proposed project. The report stated that the site is geotechnically suitable to host the proposed improvements.

Transportation. Discussion on how the proposed project is compatible with Transportation goals follow the relevant Comprehensive Master Plan goals listed below:

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.

T.1.1.6 Require all new development to be consistent with the access right-of-way dedication and improvement standards as specified in the Public Works Design Manual and pursuant to the functional classification as defined in this chapter.

The proposed right of ways within the Creekwood Commons are 50 feet wide and comply with improvement standards as specified in the Public Works Design Manual.

Farm District Road is also Nevada State Route 828. The existing road is 3-lane with a middle turning lane and a speed limit of 45 MPH. A Right-of-way access permit is required for all points of access onto any street that is part of the State highway system (NDOT Access Management Systems & Standards 2017 Edition, Section 2.2 Access Requests and Access Permits).

With the amount of residential development that is expected to occur along Farm District Road, the City prefers that Farm District Road maintain a consistent roadway section and corresponding capacity.

Public Service and Facilities. Discussion on how the proposed project is compatible with Public Service and Facilities goals follow the relevant Comprehensive Master Plan goals listed below:

PSF.1.4 Reduce water demand through xeriscape project landscaping, reclamation and reuse of treated wastewater for golf courses, medians, parkways and other appropriate application uses.

The use of drought-tolerant plant material and low water efficiency irrigation technology is a feature of this Development. The Development will work with the City of Fernley to determine appropriate demand and dedication of water.

EXISTING CONDITIONS

The property was a small farm with a house and outbuildings. Currently, the property is undeveloped, and the house and buildings have been demolished. Topography gently slopes from south to north with the southern portion of the site sitting approximately between 30 to 35 feet above the northern portion of the site with an average slope of ~2.7 percent. Mature poplar

and cottonwood trees line the banks of a small irrigation canal along Farm District Road. Views are pastoral and rural residential, with desert mountains in the distance. The property is currently accessed from Linley Lane at the western boundary and Barker Lane at the eastern boundary.

SURROUNDING LAND USES

Surrounding Land Use and Zoning

Location	Existing Land Use and Zoning	Roadway
Site	Single-Family Residential and Single-Family - 20 dwelling units per acre	
North	Single-Family Residential and Single-Family – 6 dwelling units per acre (SF6)	Farm District Road
South	Truckee Canal and Rural Residential - 1 dwelling units per acre	None
West	Single-Family Residential and Rural Residential - 5 dwelling units per acre	Linley Lane (private road, within project APN)
East	Open Space and Single-Family - 20 dwelling units per acre	Barker Lane

PROPOSED SITE

The project proposes 153 SF6 lots. There will be ~346,000 sf of open space and ~159,000 cubic feet of stormwater detention facilities. Primary access will be served from Farm District Road, with a secondary access running through the North East corner through the adjacent COF parcel, ultimately aligning with Rainbow Ln. Streetscapes include trees, landscaping, sidewalks, and parking.

The development provides important buffer space around all its edges. A buffer of 84 feet from Farm District Road and 50 feet from the northern property line preserves old-growth cottonwood trees and the road's rural character, while enhancing the streetscape through additional landscaping. On the east side is a buffer of 30 feet, which will also preserve old growth trees and create a scenic corridor. The K1C lateral corridor on the south side is maintained. The site borders larger two acre lots on the west side, so to provide a better transition of lot sizes a landscaped 30-foot buffer with no pedestrian access will be provided. This prevents backyard fences from abutting and will allow for adequate privacy.

A concept plan is provided below.



TRAFFIC OVERVIEW

A Traffic Impact Study prepared by Phelps Engineering Traffic Engineer, Dan Eybs determined that traffic generated by the development will have some impact on the adjacent street network. A near-term ("build-out" year, 2026) and long-term (NDOT design year, 2046) analysis was completed as part of the study.

As shown in the table below, not all the studied intersections would operate acceptably with the added traffic volumes from the project in the near-term. Traffic operations at intersection No. 1 are already near failure during the PM peak-hour without the project and are pushed into unacceptable levels of services with the project.

Table 7: Near-Term (2026) Project Impact on Intersection Operations

	Without Project		With Project	
	AM	PM	AM	PM
1: BR 80-SR 828 at Main St – US-50A	A 9.55 (EB) B 10.90 (WB) C 16.61 (NB) A 7.09 (SB)	D 31.61 (EB) B 11.03 (WB) D 33.55 (NB) D 28.09 (SB)	A 9.85 (EB) B 11.65 (WB) C 19.53 (NB) A 7.36 (SB)	E 39.78 (EB) B 11.48 (WB) E 41.14 (NB) E 38.53 (SB)
2: SR 828 at Shadow Lane	C 17.24 (EB) B 14.91 (WB)	D 29.94 (EB) B 14.96 (WB)	C 18.58 (EB) C 15.83 (WB)	E 35.31 (EB) C 16.07 (WB)
3: SR 828 at East Jenny's Lane	C 15.96 (EB) B 12.70 (WB)	C 24.07 (EB) B 14.73 (WB)	C 17.16 (EB) B 13.34 (WB)	D 27.51 (EB) C 15.87 (WB)
4: SR 828 at Cottonwood Lane	C 17.67 (EB)	C 15.55 (EB)	C 20.16 (EB)	C 17.91 (EB)
5: North Jenny's Lane at SR 828	B 14.38 (NB) B 11.86 (SB)	B 14.10 (NB) B 11.84 (SB)	C 15.66 (NB) B 12.57 (SB)	C 15.78 (NB) B 12.83 (SB)
6: Site Access at SR 828	--	--	B 12.64 (NB)	B 12.46 (NB)
7: Rainbow Ln. at SR 828	B 11.81 (SB)	B 11.35 (SB)	B 13.89 (NB) B 12.03 (SB)	B 13.35 (NB) B 11.69 (SB)

However, traffic volume reductions at the roundabout resulting from the implementation of the Wadsworth Bypass to the west and the extension of Nevada Pacific Parkway to the east would elevate operations at the roundabout to acceptable levels in the long-term, as shown in the table below.

Table 9: Long-Term Project Impact on Intersection Operations

	Without Project		With Project	
	AM	PM	AM	PM
1: BR 80-SR 828 at Main St – US-50A	A 8.47 (EB) A 9.53 (WB) B 13.40 (NB) A 6.54 (SB)	C 20.75 (EB) A 9.61 (WB) C 22.65 (NB) C 19.02 (SB)	A 8.55 (EB) A 9.80 (WB) B 14.21 (NB) A 6.60 (SB)	C 22.22 (EB) A 9.78 (WB) C 24.16 (NB) C 20.89 (SB)
2: SR 828 at Shadow Lane	D 28.23 (EB) C 21.17 (WB)	F 94.20 (EB) C 22.10 (WB)	D 29.71 (EB) C 21.99 (WB)	F 106.59 (EB) C 23.10 (WB)
3: SR 828 at East Jenny's Lane	C 24.08 (EB) C 16.07 (WB)	E 49.67 (EB) C 21.43 (WB)	D 25.24 (EB) C 16.55 (WB)	F 54.13 (EB) C 22.44 (WB)
4: SR 828 at Cottonwood Lane	E 47.34 (EB)	D 28.76 (EB)	F 60.14 (EB)	D 34.76 (EB)
5: North Jenny's Lane at SR 828	C 19.41 (NB) B 13.77 (SB)	C 18.14 (NB) B 13.95 (SB)	C 20.82 (NB) B 14.35 (SB)	C 19.57 (NB) B 14.72 (SB)
6: Site Access at SR 828	--	--	B 13.49 (NB)	B 13.14 (NB)
7: Rainbow Ln. at SR 828	B 13.63 (SB)	B 12.93 (SB)	C 16.86 (NB) C 15.17 (SB)	C 15.65 (NB) B 14.86 (SB)

Furthermore, the addition of "roadway capacity and safety" improvements on SR 828 and Cottonwood Ln., as called for in the City of Fernley Transportation Master Plan, are necessary

Creekwood Zone Map Ammendment and Tentative Subdivision Map

to elevate operations to acceptable levels in the long-term at intersections numbers 2,3 and 4. The study recommendations include: 1) construct site frontage improvements on SR828 to NDOT standards with dedicated right-turn and left-turn lanes, and 2) construct ADA accessible connections to regional trail systems.

GEOTECHNICAL OVERVIEW

Black Eagle Consulting performed exploration at the Creekwood property on February 9 – 11, 2022. It was determined that the silty and poorly graded sands (native soils) will provide adequate support for the proposed improvements.

DRAINAGE OVERVIEW

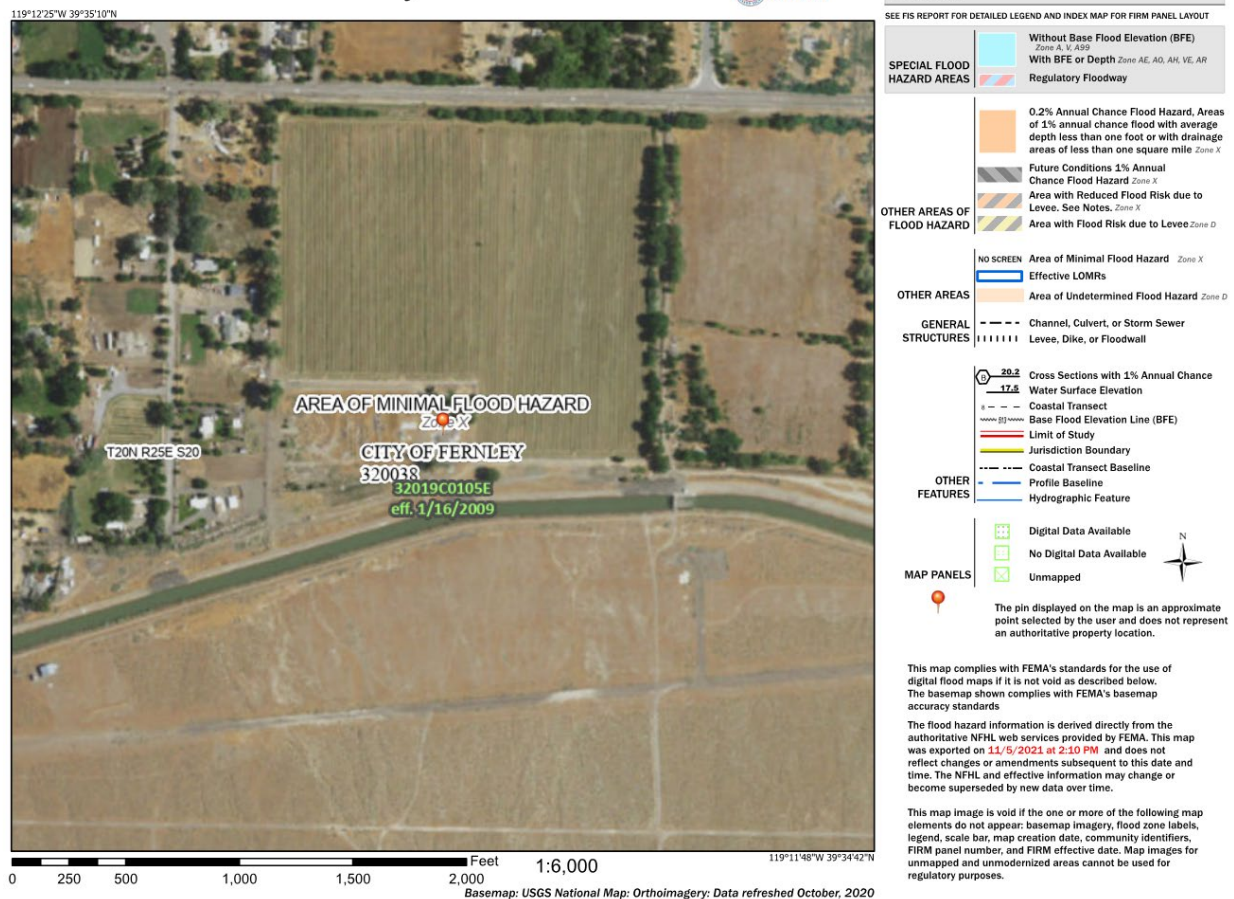
Topography gently slopes from south to north with the southern portion of the site sitting approximately between 30 to 35 feet above the northern portion of the site with an average slope of ~2.7 percent.

The property is currently shown as lying within zone X of the 100-year floodplain according to FEMA FIRM panel 32019-C0105E, Effective October 2020 32001C1732F, 32001C1734F, effective 1/16/2009. See FEMA FIRM panel provided below.

UTILITIES

ELECTRICITY: NV Energy

National Flood Hazard Layer FIRMette



TELEPHONE / CABLE: Multiple providers including AT&T and Charter
INTERNET: AT&T, Charter, and CC Communications

PUBLIC SCHOOLS:

Cottonwood Elementary School	1.5 miles
East Valley Elementary School	3.5 miles
Silverland Middle School	0.4 miles
Fernley High School	4.0 miles

PARKS: Autumn Winds Park is located approximately 1.7 miles east; Ponderosa Park is 0.6 miles to the west from the proposed Creekwood development.

POLICE:

Lyon County Sheriff's Office	3.2 miles
------------------------------	-----------

Creekwood Zone Map Ammendment and Tentative Subdivision Map

FIRE PROTECTION:

North Lyon County Fire Department Station 62 1.9 miles

The NLCFPD has adopted the State amended code standards requiring internal fire suppression devices for all new development that is further than 500 feet from a fire hydrant.

FINDINGS FOR APPROVAL

The Creekwood Commons development project is compliant with the City of Fernley Comprehensive Master Plan dated August 2018. It provides efficient use of land development that will support additional residences looking to move to or stay in Fernley, and provides buffer areas to surrounding rural parcels, thereby fostering the unique character of Fernley.

Development of Creekwood Commons does not impair any natural resources, but instead provides natural resource enhancement to the neighborhood by adding trees, landscaping, a trail, and an open space drainage system. The use of drought tolerant plant material and low water efficiency irrigation technology is a primary feature of this development.

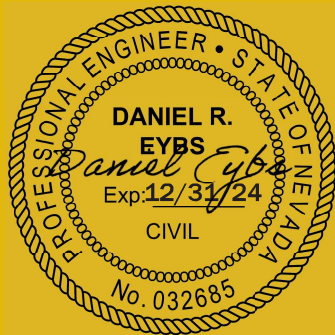
Creekwood Commons promotes land use compatibility and is desirable because it is an infill project which allows for smart growth of public facilities and municipal services. The Development will create and construct new streets, sidewalks, lighting, signage, drainage, sewer, and water infrastructure improvements.

The open space provides recreation amenities for residents, and the trail surrounding the development will provide connectivity to existing and future pedestrian and bicycle City trails.

The development is consistent with the City of Fernley Public Works Design Manual. All local internal streets will be privately maintained by a legal association. A Traffic Study is provided with this document.

Creekwood Commons

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



Traffic Impact Study Report

**Prepared by Phelps
Engineering Services Inc.**

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



June 17, 2024

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1.0 Introduction

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

The project consists of a total of 153 detached single-family housing units. The units are arranged to accommodate open space for landscape buffers and on-site drainage facilities. Pedestrian access will connect to an existing multi-modal path along Farm District Road to the north and a proposed trail connecting to the city owned property to the east. This is intended to encourage multi-modal (pedestrian, bicycle, transit, vehicle, etc.) trip making, promote healthy lifestyles, preserve the environment, and address the nation's chronic housing shortage. The Single-Family Detached Land Use (ITE Land Use Code 210) was used for purposes of projecting the Trip Generation. Additionally, the State Route 828 (Farm District Road) street-scape to the north would include a divided roadway with a landscaped median and a landscape greenbelt along the project site frontage to enhance the aesthetic appeal of the roadway while reducing noise.

1.1 Purpose and Scope of this Report

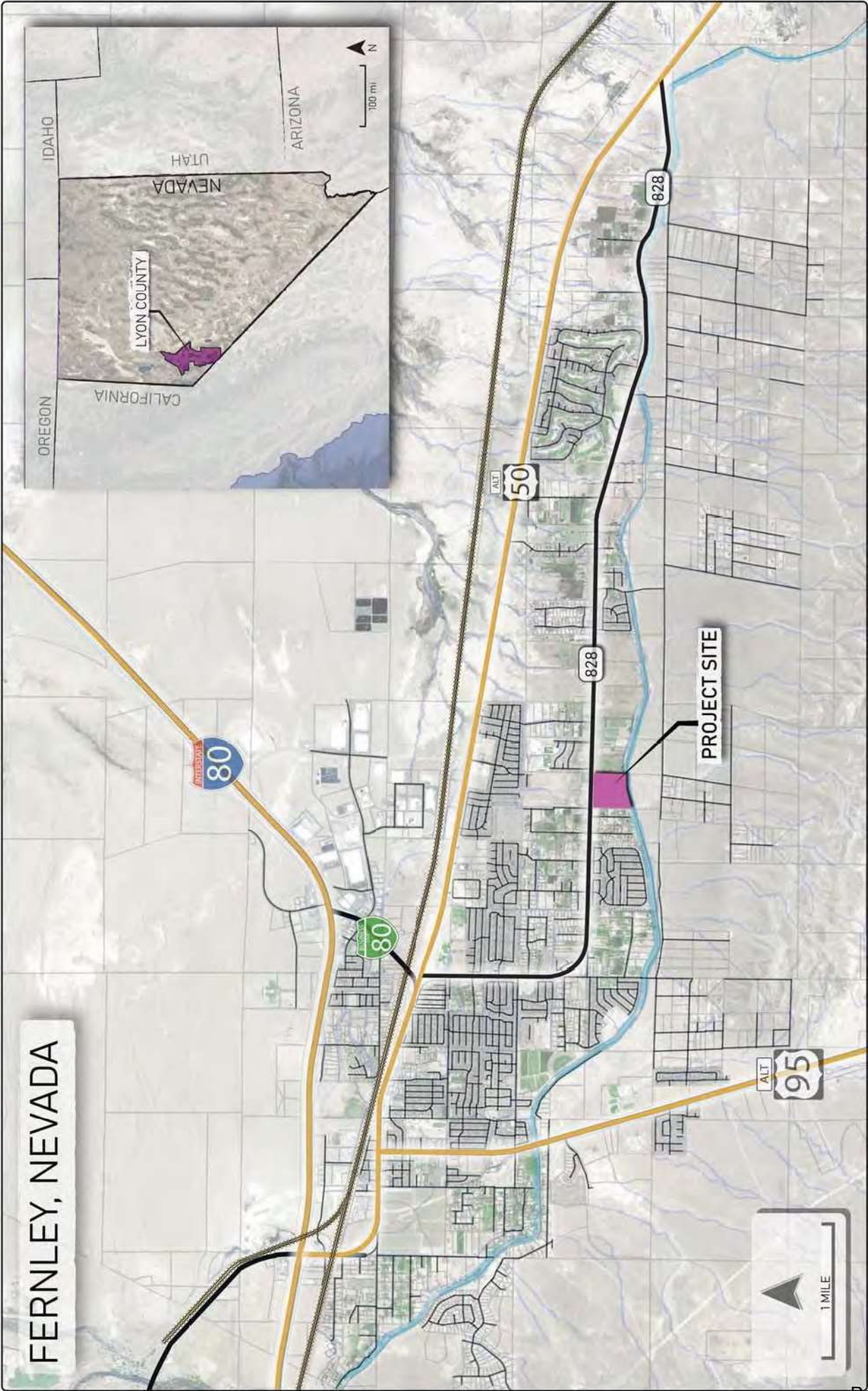
The purpose of this *Traffic Impact Study Report* is to communicate to the City of Fernley and the Nevada Department of Transportation (NDOT) the near-term (i.e. "opening day") and long-term (i.e. "design year") impacts of the project on the seven study intersections based on a comparison of the with and without-project operational analysis results. The analysis was conducted using PTV Vistro 2024 software based on *Highway Capacity Manual Seventh Edition (2022)* methodologies. These are the latest software and manual editions available at the time of this study.

The scope of this report includes a discussion of the regional setting, the site plan and land use composition, the existing site and zoning amendment, the traffic study parameters including analysis intersections and study scenarios, the methodology, the projected trip generation, the near-term impact analysis, the long-term impact analysis, conclusions, and recommendations. The January 2022 traffic count volumes at the study intersections; trip generation, distribution, and assignment calculations; and crash, turn lane, and signal warrant analyses are included in Appendix A. The Level of Service (LOS) worksheets are included in Appendix B.

1.2 Regional Setting

Figure 1: Regional and Vicinity Maps identify the project's location within the State of Nevada and the City of Fernley. The project is located approximately 35 miles northeast of Reno within the geographic boundaries of Lyon County. The nearest freeway interchange is Business Route 80 at Interstate 80. Business Route 80 transitions to State Route 828 south of the Roundabout with East Main Street and US Highway 50.

FIGURE 1: REGIONAL AND VICINITY MAPS



1.3 Site Plan and Land Use Composition

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

The site encompasses 39.67 acres. The land use breakdown of the 39.67-acre site is 23.21 acres (58.51%) of single-family detached housing, 8.51 acres (21.45%) of public right-of-way, and 7.95 acres (20.04%) of open space and common areas.

Pedestrian access will connect to an existing multi-modal path along Farm District Road to the north and a proposed trail connecting to the city owned property to the east. Pedestrian connectivity to the off-site networks would encourage multi-modal activity (walking, bicycling, etc.), thereby promoting healthy lifestyles. On-site roadways will include four-foot-wide sidewalks on both sides of the on-site streets as an additional measure to encourage multi-modal activity and healthy lifestyles, thereby capitalizing on the “complete streets” concept. The proposed Creekwood Commons project is designed to provide a seamless integration into the surrounding environment.

1.4 Existing Site and Proposed Zoning Amendment

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

The *City of Fernley Land Use & Zoning App* identifies the proposed land use designation as Single-Family Residential (SFR) and the current zoning as SF20 (on residential dwelling unit per 20,000 square feet or approximately 0.46 acres, thereby correlating to a maximum density of approximately 2.17 residential dwelling units per acre). This density is insufficient to accommodate the proposed land use configuration, specifically the number of single-family dwelling units. Therefore, associated with the development proposal is an amendment to the zoning from SF20 to SF6, allowing up to 3.86 dwelling units per acre to accommodate the proposed 153 dwelling units.

[illegible]

The land use designation is Single-Family Residential (SFR). This SFR designation is independent of the land use allocation. Although the actual density of 153 dwelling units over just the 28.47-acre residential and right-of-way portion correlates to a density of 5.37 dwelling units per acre, the overall density including both the residential/right-of-way and open space components (totaling 39.67 acres) is 3.86 dwelling units per acre. The total site area of 39.67 acres is used for purposes of zoning.

While the introduction of higher-density residential development within a lower-density area can occasionally generate some opposition to residents fearful of change, such an amendment to the zoning to allow for an increase in the density of residential units is essential for addressing the nationwide housing crisis. Specifically, the *Housing Needs Assessment – Churchill County, Nevada* dated September 11, 2021, underscores the severe housing shortage in nearby Churchill County escalated by a lack of new residential construction over the past decade, thereby underscoring the need to remove the barriers to residential construction. Specifically, the inclusion of open space around the exterior of the residential development may increase the political appeal of the neighborhood to surrounding residents because of the space buffer created between lower and higher density neighborhoods.

1.5 Traffic Study Parameters

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

Table 1: Analysis Intersections

No	North-South Roadway	East-West Roadway
1	BR 80/SR 828	East Main Street/US-50A
2	Farm District Rd. (SR 828)	Shadow Lane
3	Farm District Rd. (SR 828)	East Jenny's Lane
4	Farm District Rd. (SR 828)	Cottonwood Lane
5	North Jenny's Lane	Farm District Rd. (SR 828)
6	West Site Access*	Farm District Rd. (SR 828)
7	Rainbow Lane	Farm District Rd. (SR 828)

*A Proposed Access

Table 2: Study Scenarios

No	Description
A	Near-Term (2026)
B	Near-Term (2026) Plus Project

C	Long-Term (2046)
D	Long-Term (2046) Plus Project

Intersection No. 1 (BR 80/SR 828 & East Main Street/US-50A) is a single-lane yield-controlled roundabout just south of the Union Pacific Railroad (UPRR) Tracks, which run under BR 80. Yield on entry and dedicated right-turn lanes exist on all approaches. Continental crosswalks cross the splitter islands on all four approaches. This roundabout is slated for upgrades in the *Draft City of Fernley Transportation Master Plan* that was presented to the Fernley City Council in June 2020.

**Note: The remaining intersections are un-signalized stop controlled.*

Intersection No. 2* (SR 828 & Shadow Lane) contains dedicated northbound and southbound left turn lanes and Continental Crosswalks across the north and south legs.

Intersection No. 3* (SR 828 & East Jenny's Lane) contains dedicated northbound and southbound left turn lanes and Continental Crosswalks across the north and south legs.

Intersection No. 4* (SR 828 & Cottonwood Lane) contains a dedicated northbound left turn lane, a dedicated southbound right turn lane, a Continental Crosswalk across the south leg, and a Continental Crosswalk across the west leg at the eastern entrance to Cottonwood Elementary School.

Intersection No. 5* (North Jenny's Lane & SR 828) contains dedicated southbound left and eastbound left turn lanes and Continental Crosswalks across the north and east legs.

Intersection No. 6* (West Access & SR 828) is the proposed main access for the Creekwood Commons residential development. The intersection contains a dedicated eastbound right-turn lane, a dedicated westbound left-turn lane, and a dedicated northbound right-turn and left-turn lane.

Intersection No. 7* (Rainbow Lane & SR 828) contains a dedicated eastbound left turn lane.

2.0 Methodology

This study conducted capacity evaluations at seven study intersections using "Level of Service" (LOS) based on *Highway Capacity Manual 7th Edition* methodologies. Level of Service is a qualitative measure describing operating conditions at intersections and their perception by intersection users.

Table 3 defines the intersection capacity evaluation criteria at intersections by LOS designation as a function of delay.

Level of Service	Signalized Intersections		Unsignalized Intersections
	Average Control Delay (seconds per vehicle)	V/C ⁽¹⁾	Average Control Delay (seconds per vehicle) ⁽²⁾
A	10.0 sec or less	less than 0.60	10.0 sec or less
B	10.1-20.0 sec	0.60-0.69	10.1-15.0 sec
C	20.1-35.0 sec	0.70-0.79	15.1-25.0 sec
D	35.1-55.0 sec	0.80-0.89	25.1-35.0 sec
E	55.1-80.0 sec	0.90-0.99	35.1-50.0 sec
F	80.1 sec or more	1.00 and greater	50.1 sec or more

(1) Source: Transportation Research Circular 212
(2) For unsignalized intersections if V/C ratio is greater than 1.0 the level of service is LOS F regardless of the projected average control delay per vehicle.

Table 3: Level of Service and Capacity at Intersections

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

3.0 Existing Setting

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

Figure 3: Existing Setting defines the existing roadways, lane configurations, and intersection geometrics. **Table 4** describes the key roadways within the existing setting.

Table 4: Existing Setting: Key Roadways

Roadway	Divided or Un-Divided	Lanes	Posted Speed	Functional Classification ^{1,2}
Alt US-50 East of Business Route 80 (BR 80)	Divided	4	65	Principal Arterial
Business Route 80 (BR 80)	Divided	2	55	Minor Arterial
Main St (SR 427, Alt US-50) West of BR 80 and SR 828	Divided	4	55	Minor Arterial
State Route 828 (West of North Jenny's Lane)	Divided	2	35	Minor Arterial
State Route 828 (East of North Jenny's Lane)	Un-Divided	3	55	Minor Arterial
Shadow Lane	Un-Divided	2	25	Minor Collector

East Jenny's Lane	Un-Divided	2	25	Minor Collector
Cottonwood Lane	Un-Divided	2	25	Minor Collector
North Jenny's Lane	Un-Divided	2	25	Minor Collector
South Jenny's Lane	Divided	2	25	Minor Collector
Rainbow Lane	Un-Divided	2	25	Minor Collector

¹: City of Fernley Comprehensive Master Plan (August 2018)

²: Nevada DOT Roadway Functional Classification, Fernley, Lyon County, Nevada (2017)

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

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

Cottonwood Lane includes Class II (Lane) Bicycle Facilities on both the north and south sides of the street. Cottonwood Lane at SR 828 was restriped between September 2020 and July 2023 to include a 190' dedicated left-turn and 190' right-turn lane for eastbound traffic.

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Lane Configuration and Traffic Control

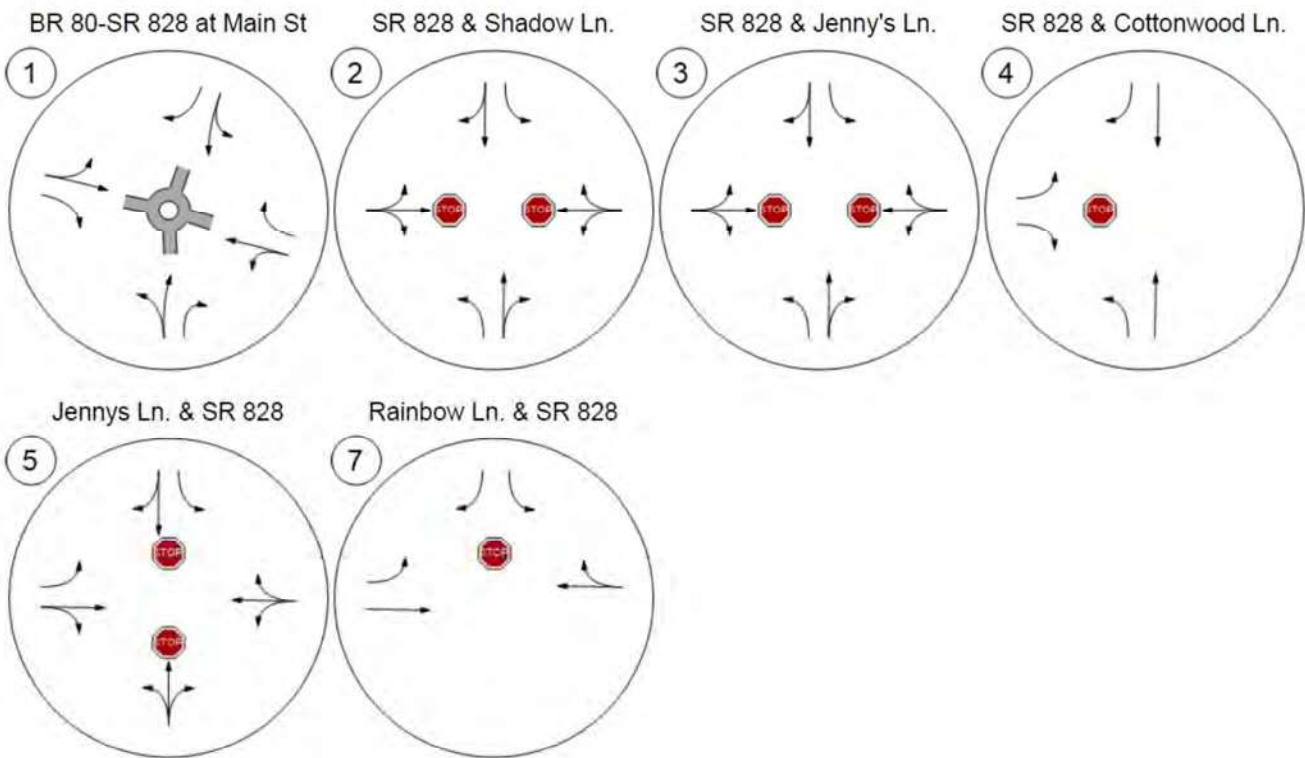
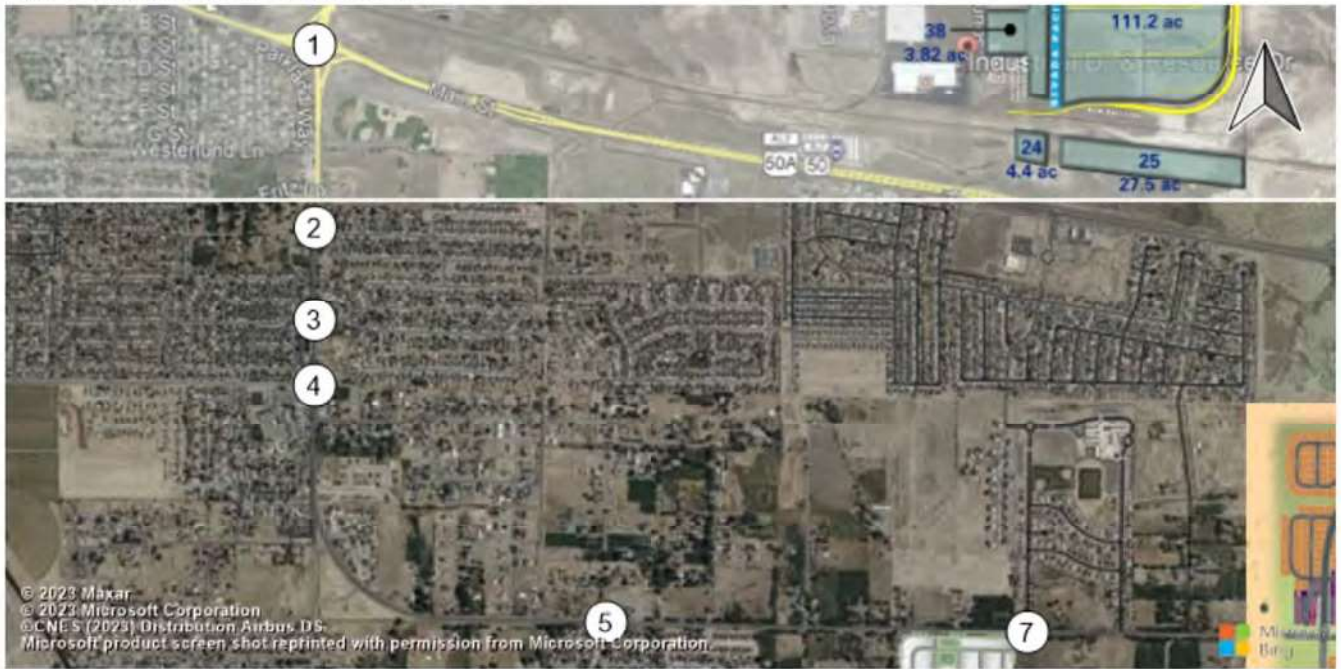


FIGURE 3: EXISTING SETTING

4.0 Near-Term Impact Analysis

The opening day of the residential development was estimated to be in January 2026. Therefore, the near-term impact analysis was conducted to assess the impact of the project relative to background traffic conditions by adding the project volumes to the forecasted 2026 background volumes (volumes without project) for each of the seven intersections, calculating the Level of Service (LOS) with and without-project conditions based on the methodology described in Section 2, and conducting a side-by-side comparison of intersection operations. Calculating the project volumes entailed determining the number of vehicle trips generated by the project (trip generation), evaluating how the trips would disperse throughout the study area (trip distribution), and assigning the trips to individual turning movements at each of the seven study intersections (trip assignment).

The 2026 background volumes were forecasted by applying a +1.4 percent average annual growth rate to the existing traffic volumes shown in Figure 4a (AM Peak-Hour) and Figure 4b (PM Peak-Hour). This growth rate was derived from 20-year historic traffic count data obtained from NDOT's Annual Traffic Reports for count stations on West Main Street, US-95A, in the vicinity of the site, and at the I-80 on and off ramps at the Wadsworth-West Fernley interchange.

4.1 Volumes without Project

Figures 4a and 4b show the AM and PM peak hour traffic volumes based on the busiest four consecutive fifteen-minute intervals during these timeframes. These volumes were obtained on Tuesday, January 4, 2022, from National Data and Surveying, and are shown in tabular form in Appendix A.

The Nevada Department of Transportation (NDOT) made crash data available for Intersections 1 (Main St-US-50A), 2 (Shadow Lane), 3 (East Jenny's Lane), 4 (Cottonwood Lane), 5 (North Jenny's Lane), 7 (Rainbow Lane) along State Route 828 for Calendar Years 2017, 2018, and 2019. Severity, Type, and Cause Analyses were conducted, and rates were calculated based on Million Entering Vehicles per year (MEV). Injury crashes were reported at Intersections 1, 2, and 5 with the crashes at the remaining intersections being limited to Property Damage Only (PDO). Predominant crash types were Rear-End at Intersection No. 1, and Angle at the remaining intersections. Predominant causes were "Following Too Closely" at Intersection No. 1 and "Failure to Yield the Right of Way" at the remaining intersections. Rates ranged from 0.303 per MEV at Intersection No. 3 to 0.535 per MEV at Intersection No. 1. While rates less than 1 indicate satisfactory operations, the City of Fernley and NDOT may want to explore grant funding options for redesigning and reconstructing the roundabout to modern FHWA standards to reduce the number of rear-end crashes. For more details on the crash analysis, see Appendix A.

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Traffic Volume - Base Volume

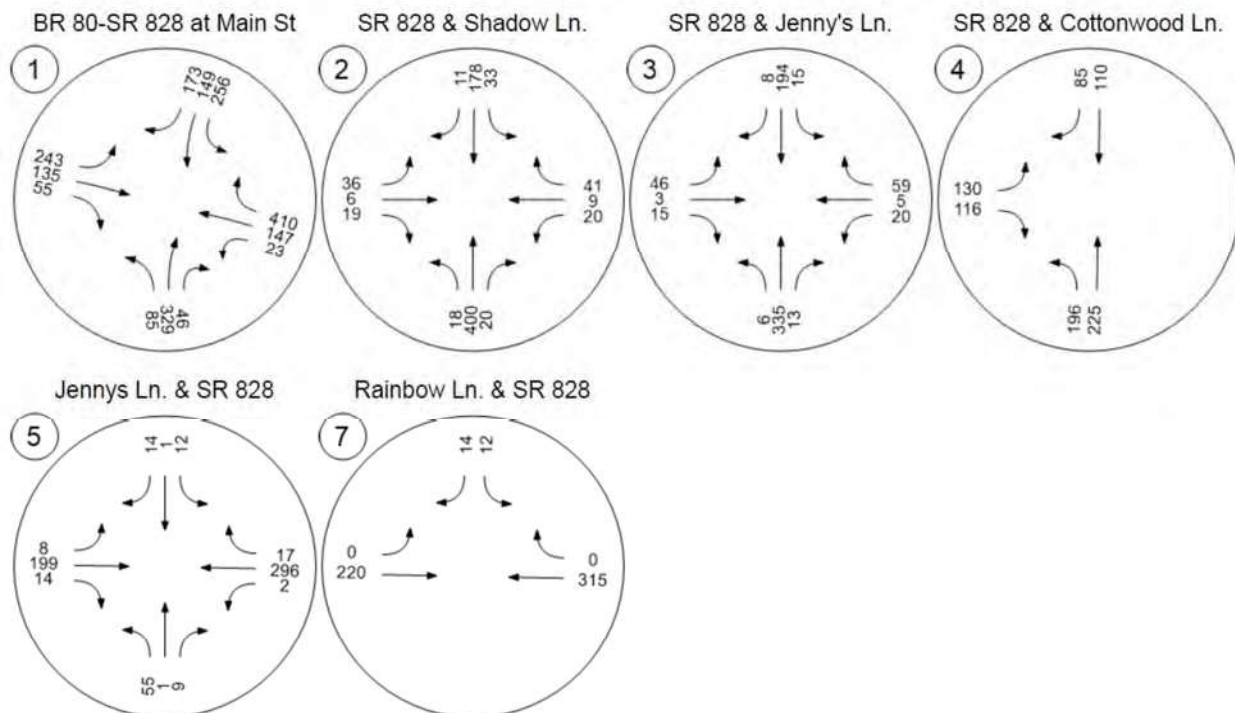
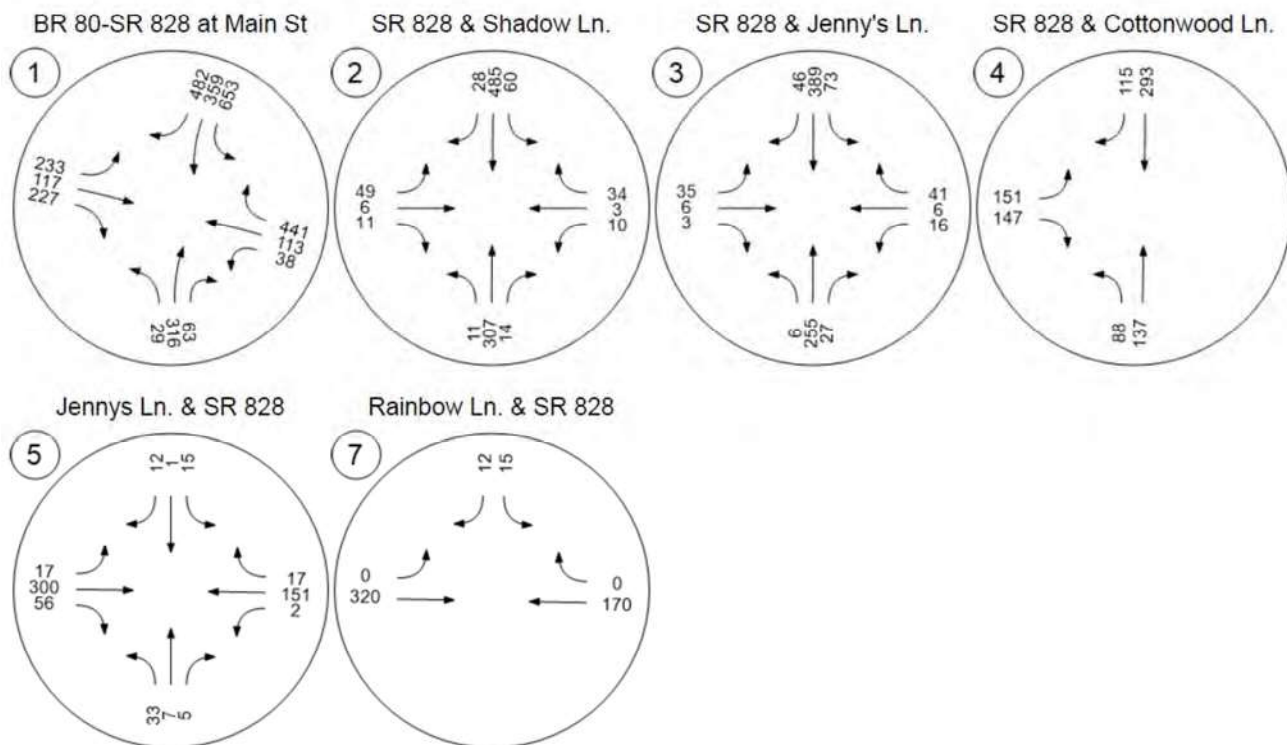


Figure 4a: AM Peak Hour JAN. 2022 Traffic Volumes

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Version 2024 (SP 0-1)

Traffic Volume - Base Volume



4.2 Trip Generation

A vehicle trip is defined as a trip whose primary purpose is to visit the site. Such trips include resident, guest, service, and delivery. Trip generation was calculated based on rates published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition (2021)*. Specifically, the number of trips was projected by multiplying the rates by an individual independent variable quantity. **Table 5** shows the results of the trip generation analysis based on the Single-Family Detached Housing Land Use. Rates and trips are shown in more detail in **Appendix A**.

Description	Weekday	AM Peak Hour			PM Peak Hour		
	Total	Enter	Exit	Total	Enter	Exit	Total
Single-Family Detached Housing (210) based on 153 Dwelling Units							
Rates	9.43	0.19	0.56	0.75	0.63	0.36	0.99
Trips	1443	30	84	115	97	54	151

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

According to the ITE manual, the project would generate 1,443 vehicle trips during an average weekday, 115 vehicle trips during the AM peak hour, and 151 vehicle trips during the PM peak hour.

4.3 Trip Distribution

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

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

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

4. Primary employment opportunities are located within downtown, in the hospitality and industrial developments along Main Street and the I-80 corridor through town, and along I-80 to the west including the Greater Reno/Sparks population center.
5. Primary recreation opportunities include the parks to the north and the Pyramid Lake Recreation Area to the northwest.

Appendix A provides further elaboration on the trip distribution analysis including the gate (points of entry to or from the study network) percentages for each of the three distinct analyses. **Table 6: Near-Term Trip Distribution** shows the near-term trip distribution percentages for each of the gates (points of entry to or exit from the study network).

Location Description	Percent
BR 80 NO Main St	48%
Main St WO SR 828	22%
Main St EO SR 828	2%
Cottonwood Lane	8%
Farm District Rd E	20%
Total	100%

Table 6: NEAR-TERM (2026) TRIP DISTRIBUTION

4.4 Trip Assignment

Trip assignment is calculated by multiplying the trip generation values from Table 5 by the trip distribution percentages described above. The resulting trip assignment values are proportioned among each of the gates and assigned to individual turning movements at each of the study intersections.

Figures 5a and 5b (Near-Term Trip Assignment) show the trip assignment values for individual turning movements at each of the analysis intersections.

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Traffic Volume - Net New Site Trips

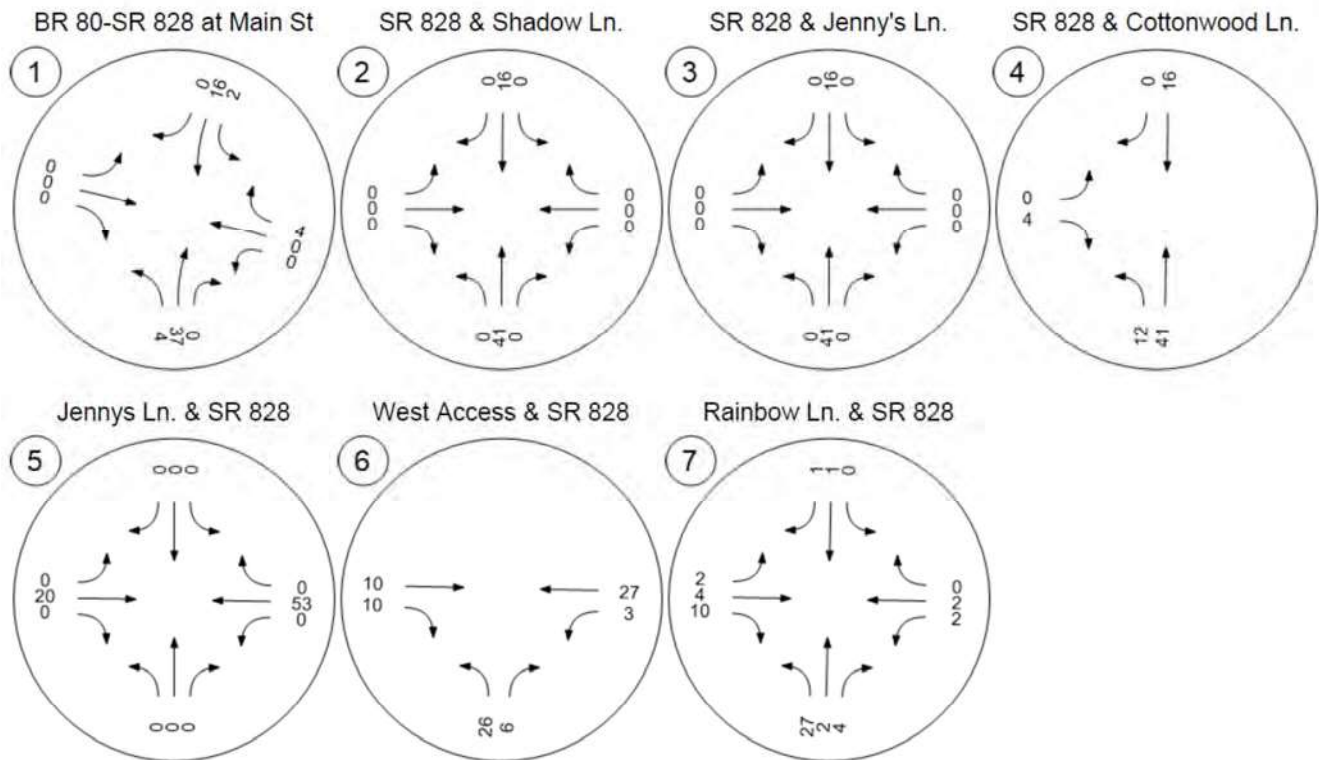
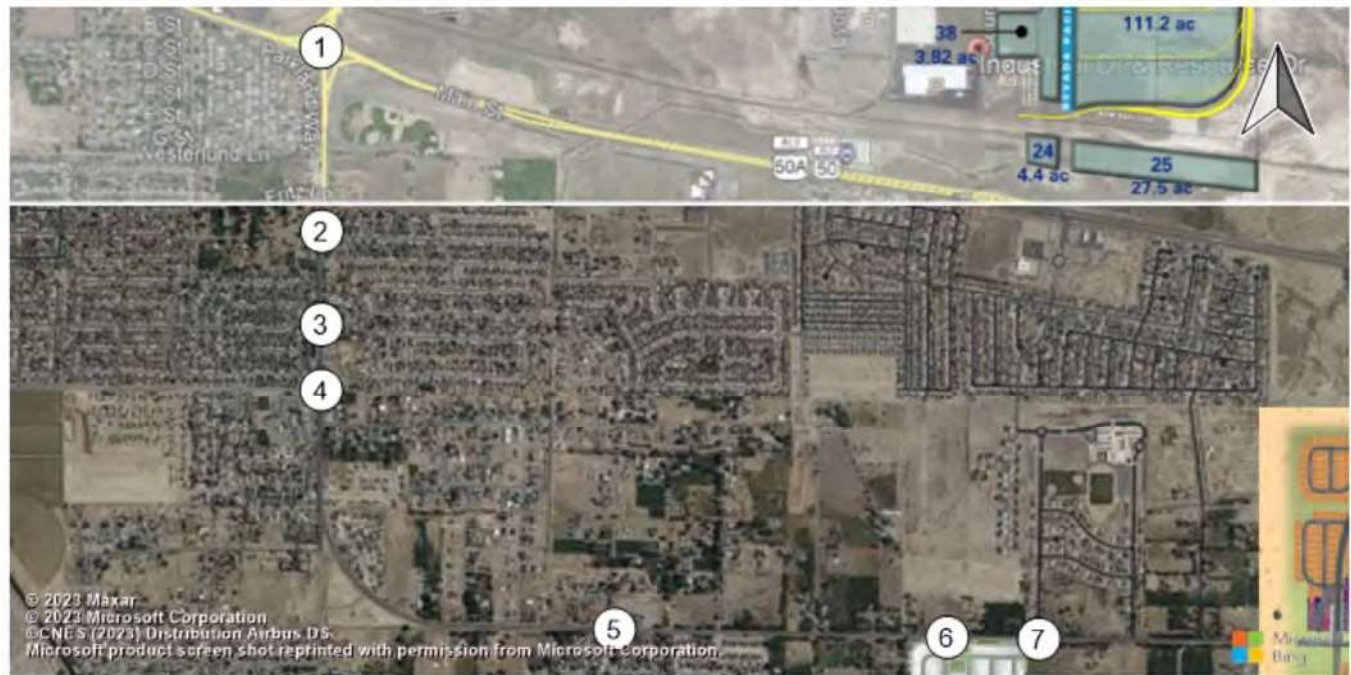


FIGURE 5a: AM PEAK HOUR SHORT TERM TRIP ASSIGNMENT

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Version 2024 (SP 0-1)

Traffic Volume - Net New Site Trips

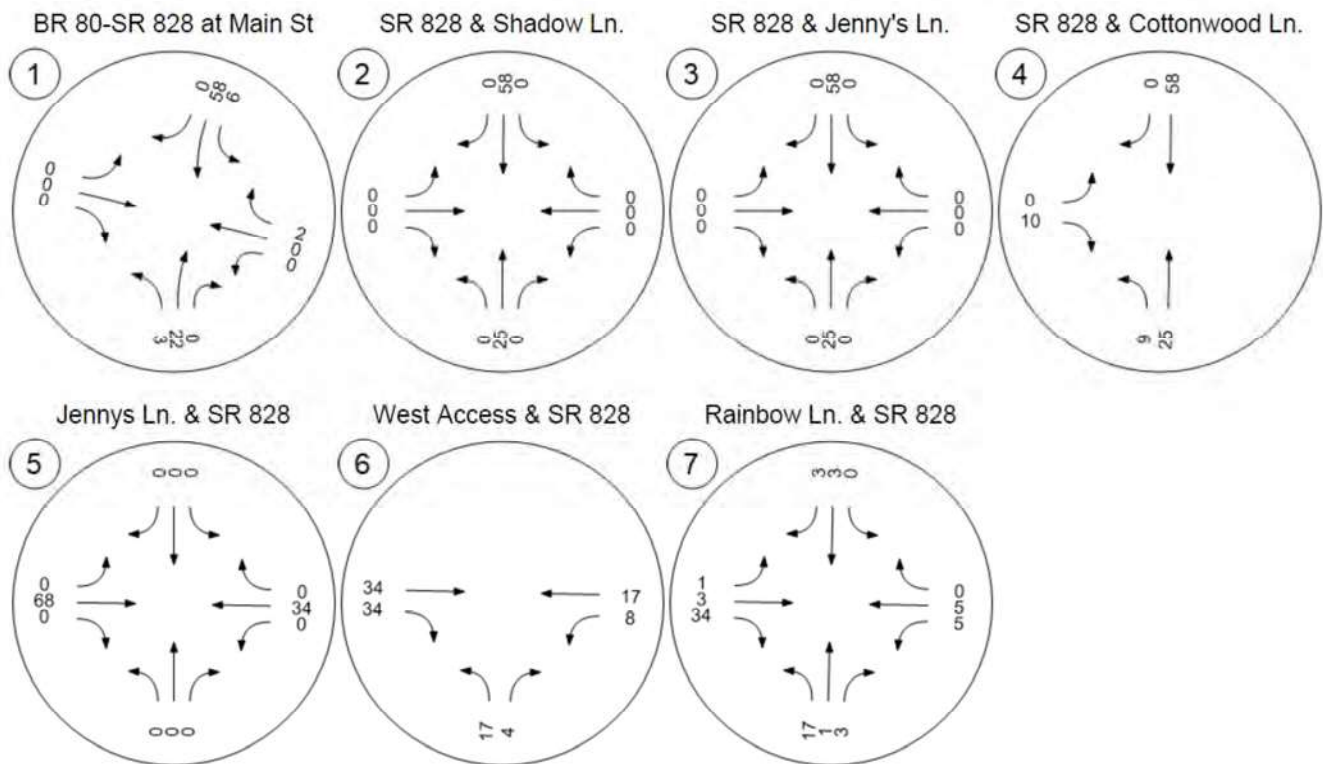


FIGURE 5b: PM PEAK HOUR SHORT TERM TRIP ASSIGNMENT

4.5 Volumes with Project

Figures 6a and 6b (Near-Term Plus Project) Volumes show the “with-project” traffic volumes at each of the study intersections by adding the Figure 5a and 5b peak-hour trip assignment volumes to the projected 2026 background peak-hour traffic volumes.

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

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

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Version 2024 (SP 0-1)

Traffic Volume - Future Total Volume

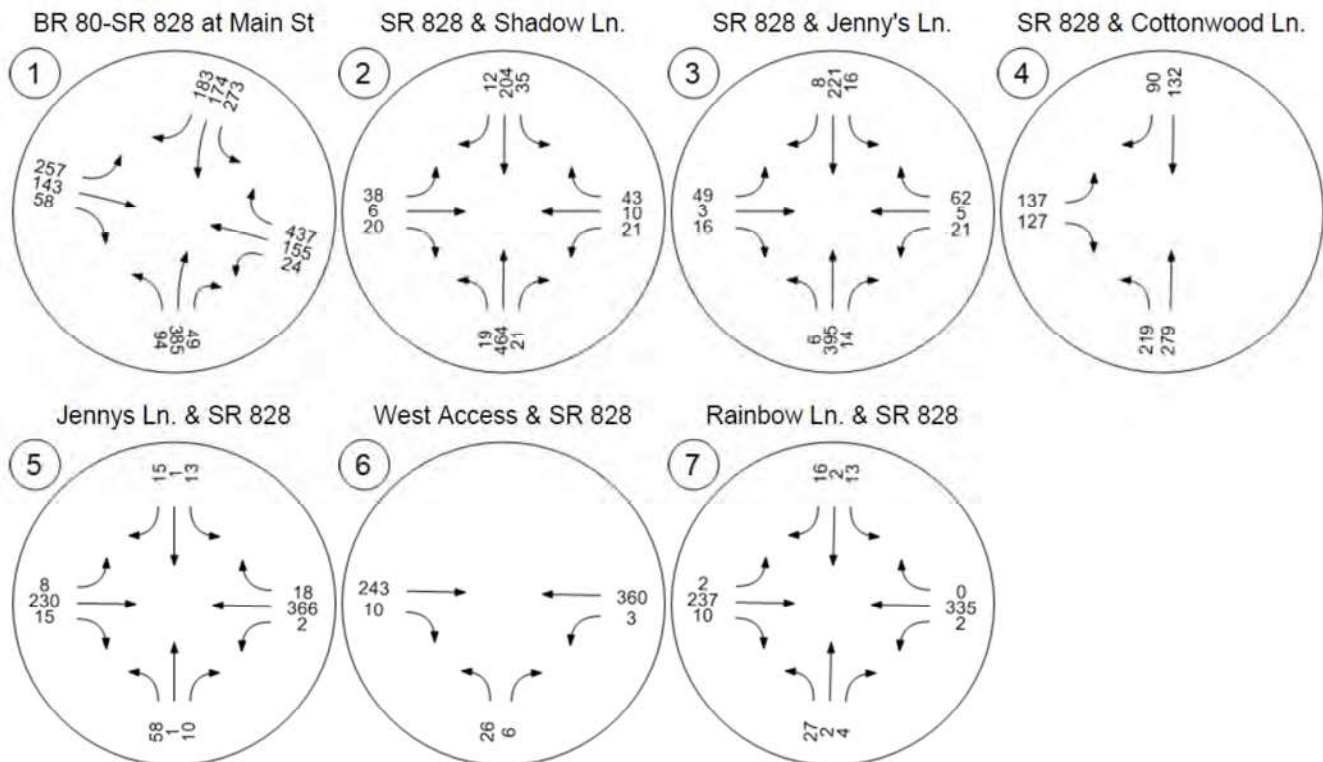


FIGURE 6a: AM Peak-Hour NEAR-TERM (2026) PLUS PROJECT TRAFFIC VOLUMES

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Version 2024 (SP 0-1)

Traffic Volume - Future Total Volume

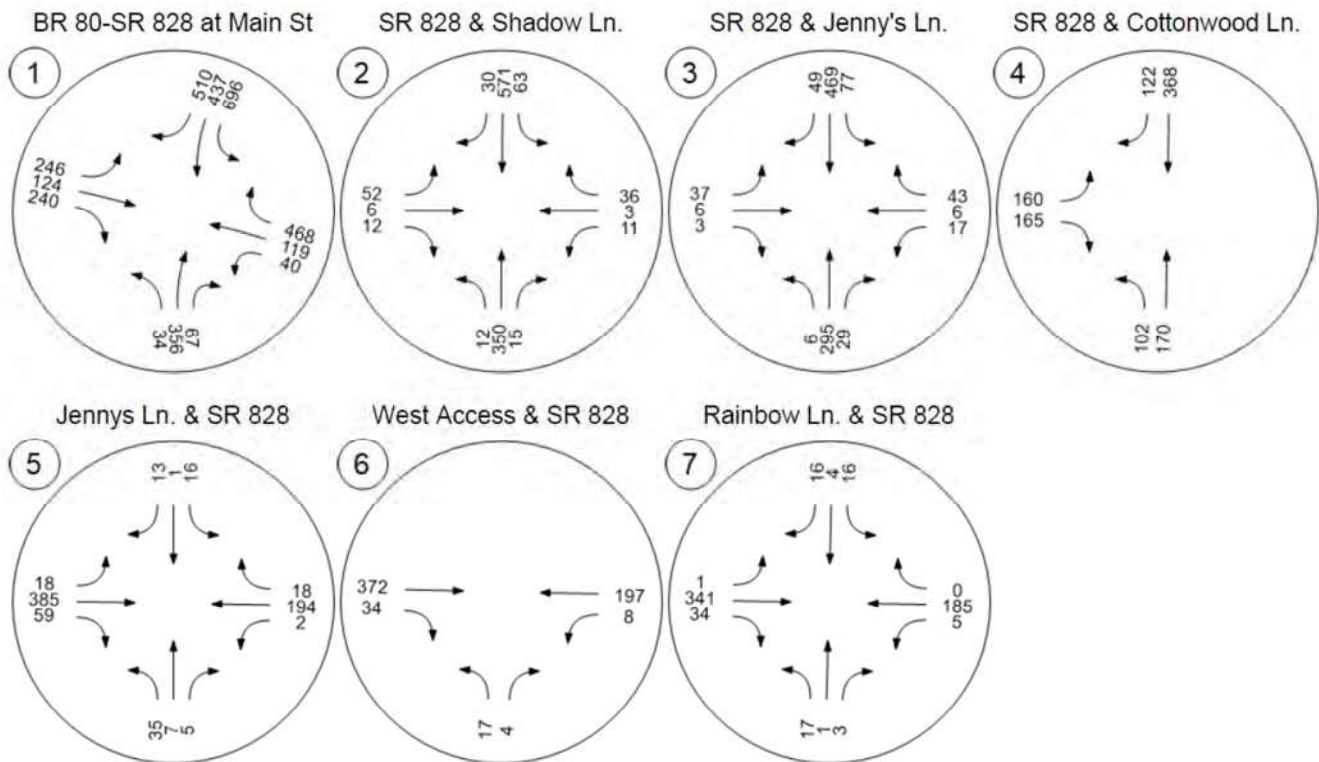


FIGURE 6b: PM Peak-Hour NEAR-TERM PLUS PROJECT TRAFFIC VOLUMES

Appendix B contains the calculation reports for near-term intersection operations without the project, and the calculation reports for near-term intersection operations with the project. These calculations are based on the *Highway Capacity Manual* methodology described in Section 2.

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

Table 7: Near-Term (2026) Project Impact on Intersection Operations

	Without Project		With Project	
	AM	PM	AM	PM
1: BR 80-SR 828 at Main St – US-50A	A 9.55 (EB) B 10.90 (WB) C 16.61 (NB) A 7.09 (SB)	D 31.61 (EB) B 11.03 (WB) D 33.55 (NB) D 28.09 (SB)	A 9.85 (EB) B 11.65 (WB) C 19.53 (NB) A 7.36 (SB)	E 39.78 (EB) B 11.48 (WB) E 41.14 (NB) E 38.53 (SB)
2: SR 828 at Shadow Lane	C 17.24 (EB) B 14.91 (WB)	D 29.94 (EB) B 14.96 (WB)	C 18.58 (EB) C 15.83 (WB)	E 35.31 (EB) C 16.07 (WB)
3: SR 828 at East Jenny's Lane	C 15.96 (EB) B 12.70 (WB)	C 24.07 (EB) B 14.73 (WB)	C 17.16 (EB) B 13.34 (WB)	D 27.51 (EB) C 15.87 (WB)
4: SR 828 at Cottonwood Lane	C 17.67 (EB)	C 15.55 (EB)	C 20.16 (EB)	C 17.91 (EB)
5: North Jenny's Lane at SR 828	B 14.38 (NB) B 11.86 (SB)	B 14.10 (NB) B 11.84 (SB)	C 15.66 (NB) B 12.57 (SB)	C 15.78 (NB) B 12.83 (SB)
6: Site Access at SR 828	--	--	B 12.64 (NB)	B 12.46 (NB)
7: Rainbow Ln. at SR 828	B 11.81 (SB)	B 11.35 (SB)	B 13.89 (NB) B 12.03 (SB)	B 13.35 (NB) B 11.69 (SB)

According to Table 7, all intersections would operate acceptably under both without and with project conditions except Intersection No. 1 during the PM peak hour and Intersection No. 2 during the PM peak hour. It is forecasted that traffic volume reductions at the roundabout from the implementation of the Wadsworth Bypass to the west and the Nevada Pacific Parkway to the east would elevate operations to an acceptable level of service. The addition of a dedicated eastbound right turn lane at Intersection No. 2 and associated roadway improvements as called for in the City of Fernley Transportation Master Plan would elevate operations to an acceptable level of service. The level of service and capacity worksheets showing opening day (2026) in Appendix B for reference.

5.0 Long-Term Impact Analysis

The long-term impact analysis was conducted to assess the project's impact on the seven study intersections in January 2046 using the same methodology as described in Section 4 for the near-term impact analysis, including a compounded annual growth rate was applied to the near-term without-project traffic volumes to obtain the long-term without project volumes.

5.1 City of Fernley Transportation Master Plan Improvements

As you can see in **Figure 7** below, the City of Fernley Transportation Master Plan makes plans for a series highway network connections around the perimeter of the City; designed to help keep regional traffic separated from local traffic, and reducing the volume at the roundabout junction of BR 80/US 50/SR 828/US 95. Truck routes around the perimeter of the City will further improve congestion by relocating oversized/overweight vehicles out of the City's core, which will reduce maintenance requirements on local roads. Traffic volumes in the roundabout will be reduced by an estimated 30 percent during AM and PM peak hours. The traffic volume reduction is estimated based on existing directional traffic patterns, and the quantitative analysis is included in Appendix A.

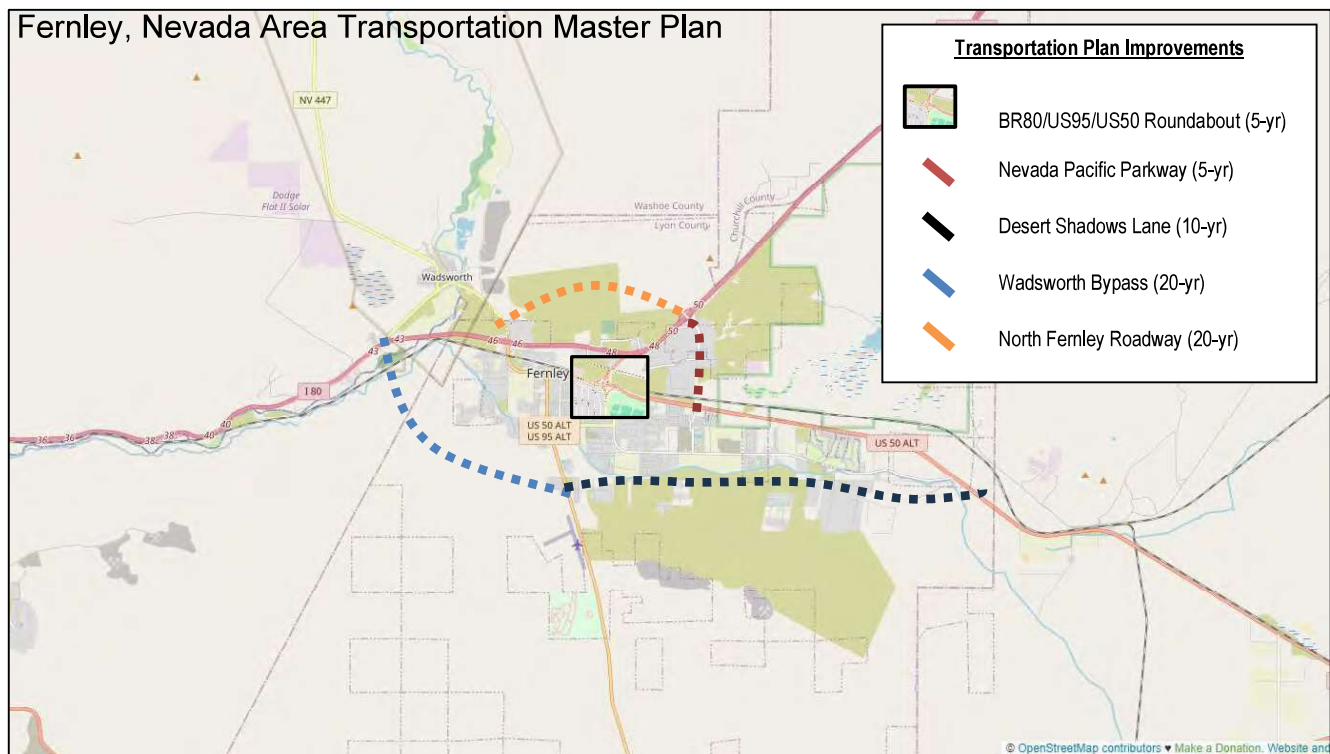


FIGURE 7: Fernley, Nevada Transportation Master Plan Improvements

Furthermore, On November 15, 2023, during Victory Logistics' Fernley City Council Presentation, the following statements were made to the public:

"Nevada Pacific Parkway extension IS the long-term solution to existing issues on US 95A and at the roundabout, identified by the City of Fernley Transportation Master Plan. Nevada Pacific Parkway is a critical improvement for regional traffic with an estimated cost of \$52M. The City of Fernley cannot build this improvement without the partnership with Mark IV. The City of Fernley and Mark IV partnered to secure a RAISE Grant that will fund \$25M of these improvements. Mark IV is committed to providing the remaining funds necessary to complete this project. Mark IV will construct the significant traffic improvements required to finish this expressway that connects I-80 and Highway 50. The project will complete Nevada Pacific Parkway to create the expressway between I-80 and Hwy 50, separating truck traffic through Victory and providing relief from the current level of the existing roundabout."

The following transportation infrastructure improvements are indicated in the *Draft Transportation Master Plan* presented to the Fernley City Council on June 3, 2020.

Five-year improvements/additions are as follows:

1. Spot improvement at the West Main Street/I-80 Interchange.
2. Cottonwood/US 95A signalization.
3. Corridor improvements along Business Route 80 between Main and I-80.
4. Spot improvement at the Roundabout at Business Route 80 and East Main Street.
5. Spot improvements at US-95A and US-50A.
6. Corridor improvements at Nevada Pacific Parkway, specifically the extension south across the railroad tracks to intersect US-50A Figure 8: Long-Term Traffic Volumes.
7. Corridor improvements to SR 828 west of US-50A to the east.

Ten-year improvements/additions are as follows:

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

Twenty-year improvements/additions are as follows:

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

6. Spot Improvement at Vine St/I-80.

5.2 Volumes without Project Volumes

Figure 8a and 8b (Long-Term Volumes) shows the future without project traffic volumes obtained by applying a compounded annual growth rate of 1.4 percent. 30 percent reduction was applied to Intersections 1 to account for the addition of the Wadsworth Bypass to the southwest and the extension of the Nevada Pacific Parkway southward to US-50A.

Generated with **PTV VISTRO**

Version 2024 (SP 0-1)

Traffic Volume - Future Background Volume

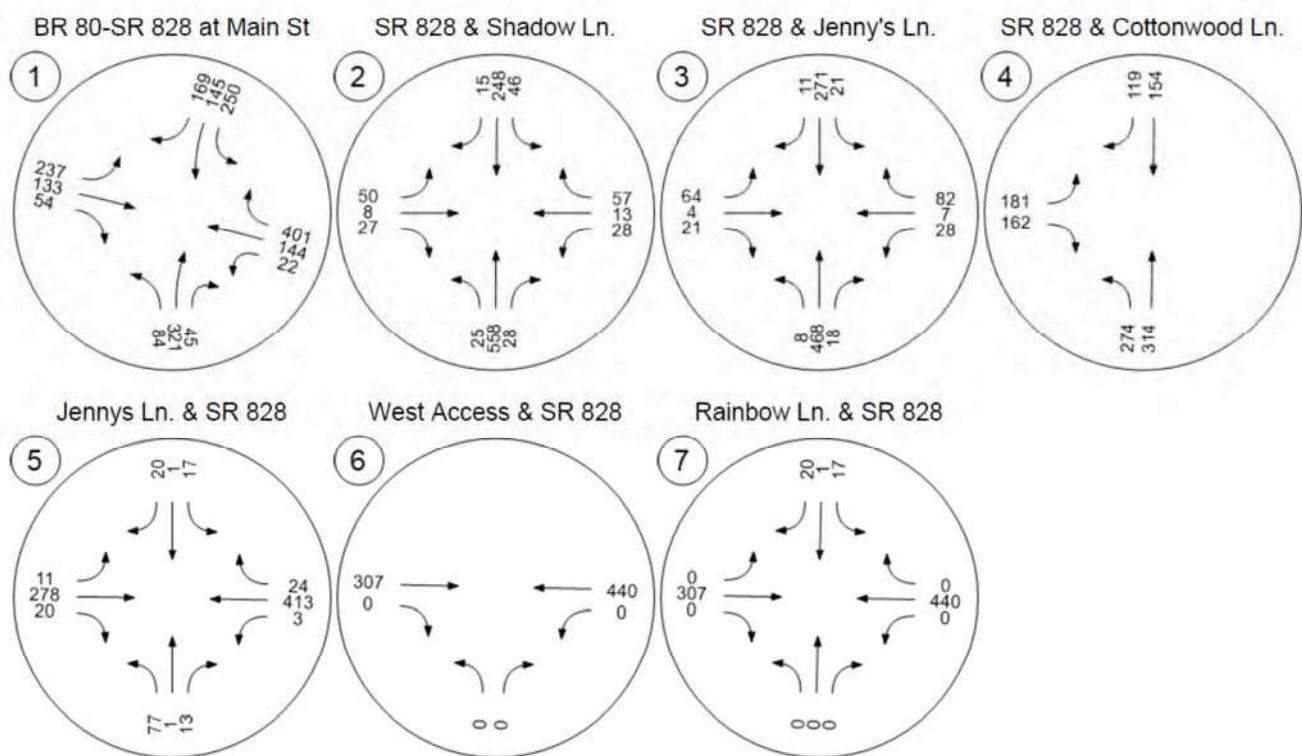
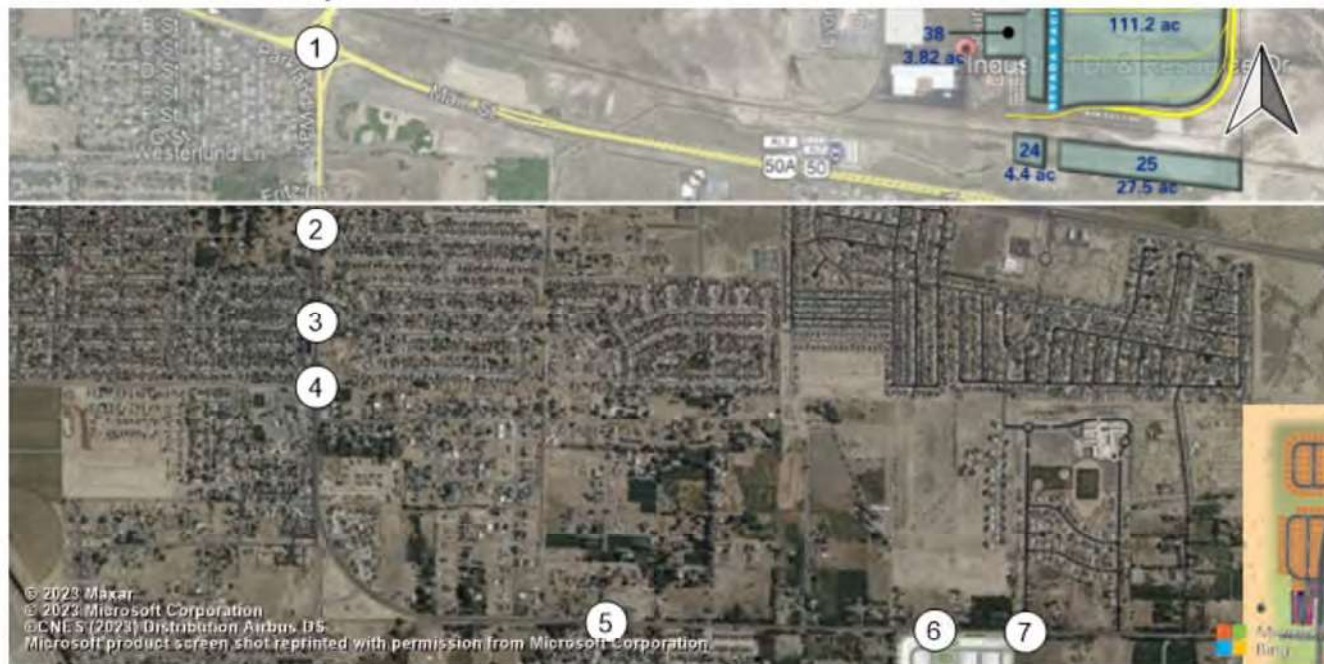


Figure 8a: AM PEAK HOUR LONG-TERM (2046)

Generated with **PTV VISTRO**

Version 2024 (SP 0-1)

Traffic Volume - Future Background Volume

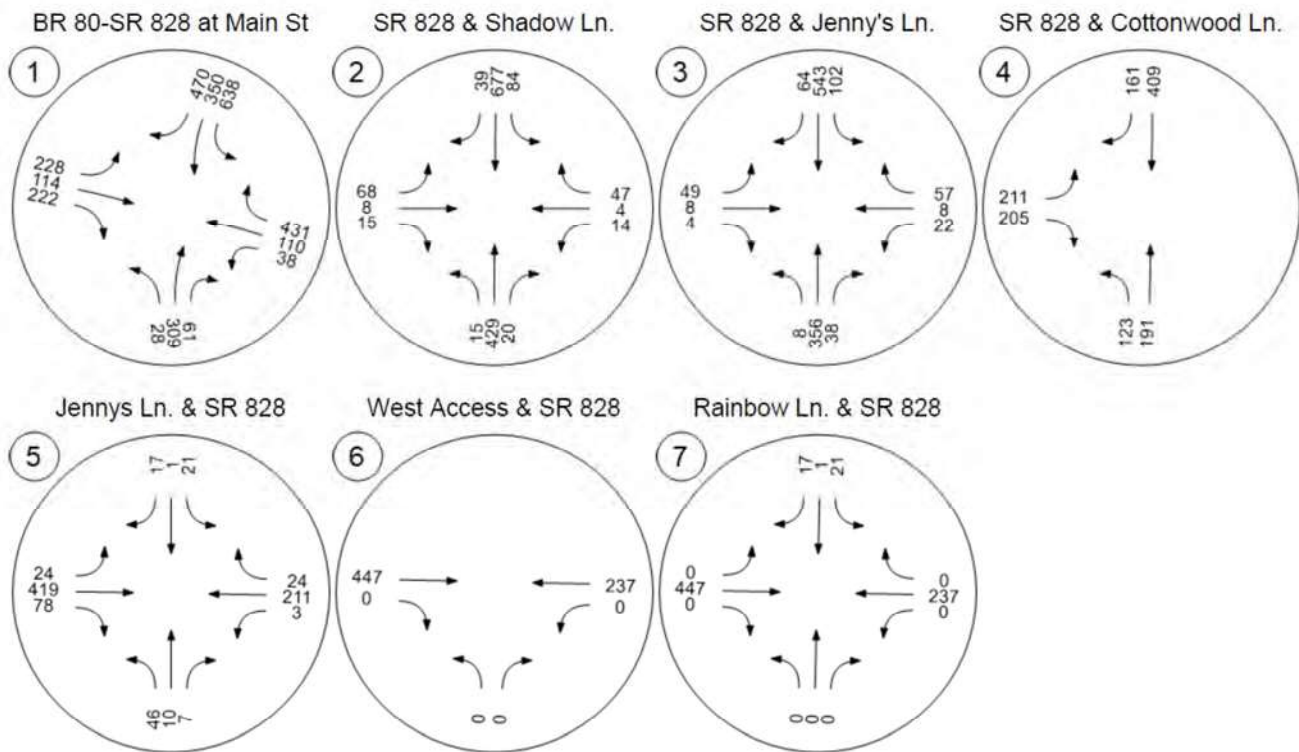


Figure 8b: PM PEAK HOUR LONG-TERM (2046)

5.3 Trip Generation

For analysis purposes, the same trip generation values calculated in Section 4 were applied to the future impact analysis to assess the impact of the project during calendar year 2046.

5.4 Distribution

The long-term trip distribution percentages for calendar year 2046 are based on the same assumptions as in the near-term analysis except with the inclusion of 5-year, 10-year, and 20-year improvements and additions the transportation network thereby more evenly dispersing the trips over a broader area.

Location Description	Percent
BR 80 NO Main St	18%
Main St WO SR 828	22%
Main St EO SR 828	2%
Cottonwood Lane	8%
Farm District Rd E	20%
Nevada Pacific Pkwy SO I-80	30%
Total	100%

Table 8: LONG-TERM TRIP DISTRIBUTION

5.5 Trip Assignment

Figures 9a and 9b show the long-term trip assignment at study intersections. Trip assignment is calculated by multiplying the trip generation values from Table 4 by the trip distribution percentages described in **Table 8** the long-term trip distribution percentages for each of the gates. These percentages and values are shown in tabular form in **Appendix A**.

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Version 2024 (SP 0-1)

Traffic Volume - Net New Site Trips

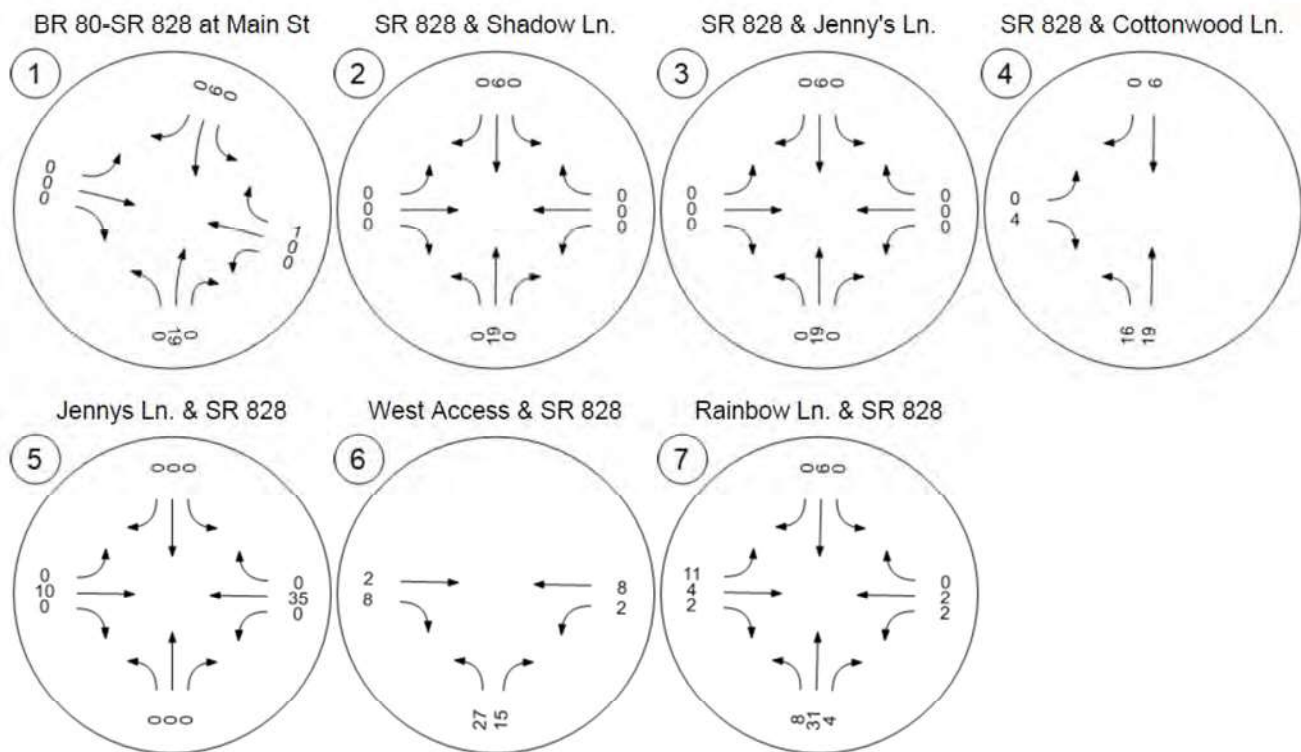


FIGURE 9a: AM PEAK HOUR LONG-TERM (2046) TRIP ASSIGNMENT

Generated with **PTV VISTRO**

Version 2024 (SP 0-1)

Traffic Volume - Net New Site Trips

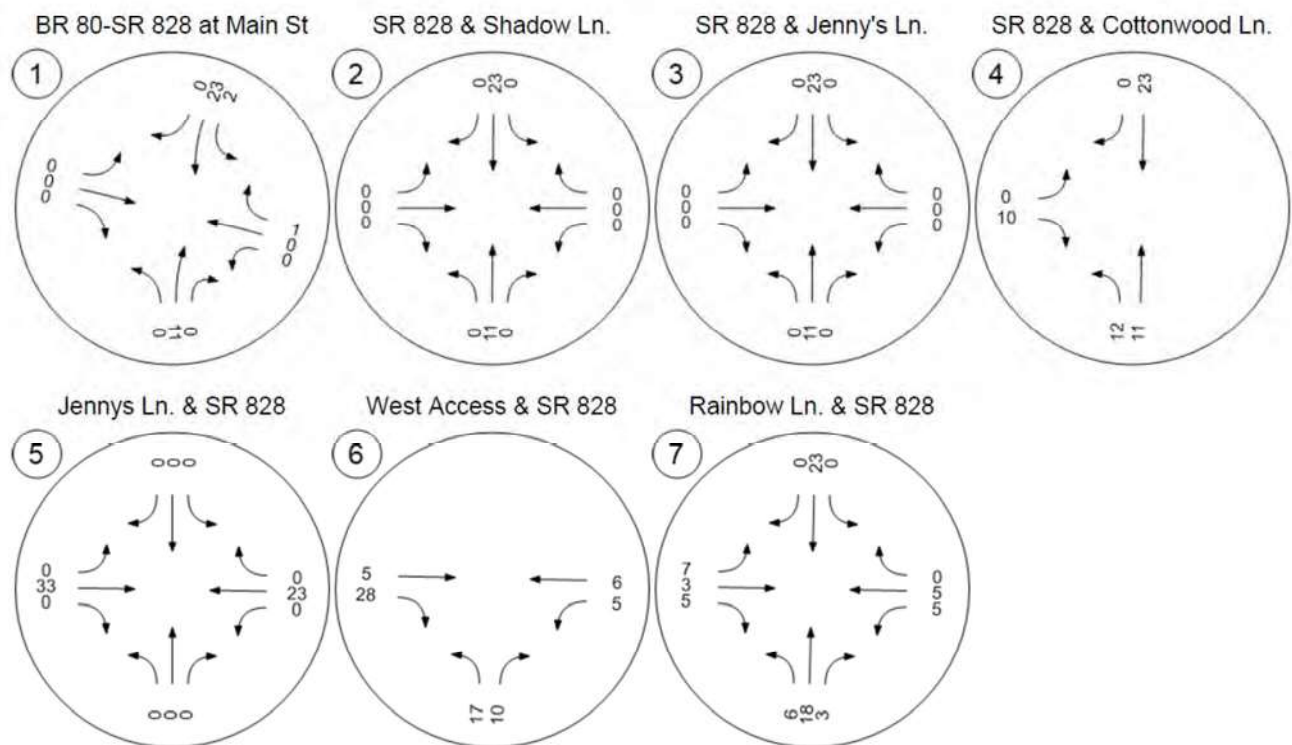


FIGURE 9b: PM PEAK HOUR LONG-TERM (2046) TRIP ASSIGNMENT

5.6 Volumes with Project

Figure 10a and 10b (Long-Term Plus Project Traffic Volumes) shows the with-project traffic volumes obtained by adding the project-generated traffic volumes to the long-term without-project traffic volumes.

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

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

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Version 2024 (SP 0-1)

Traffic Volume - Future Total Volume

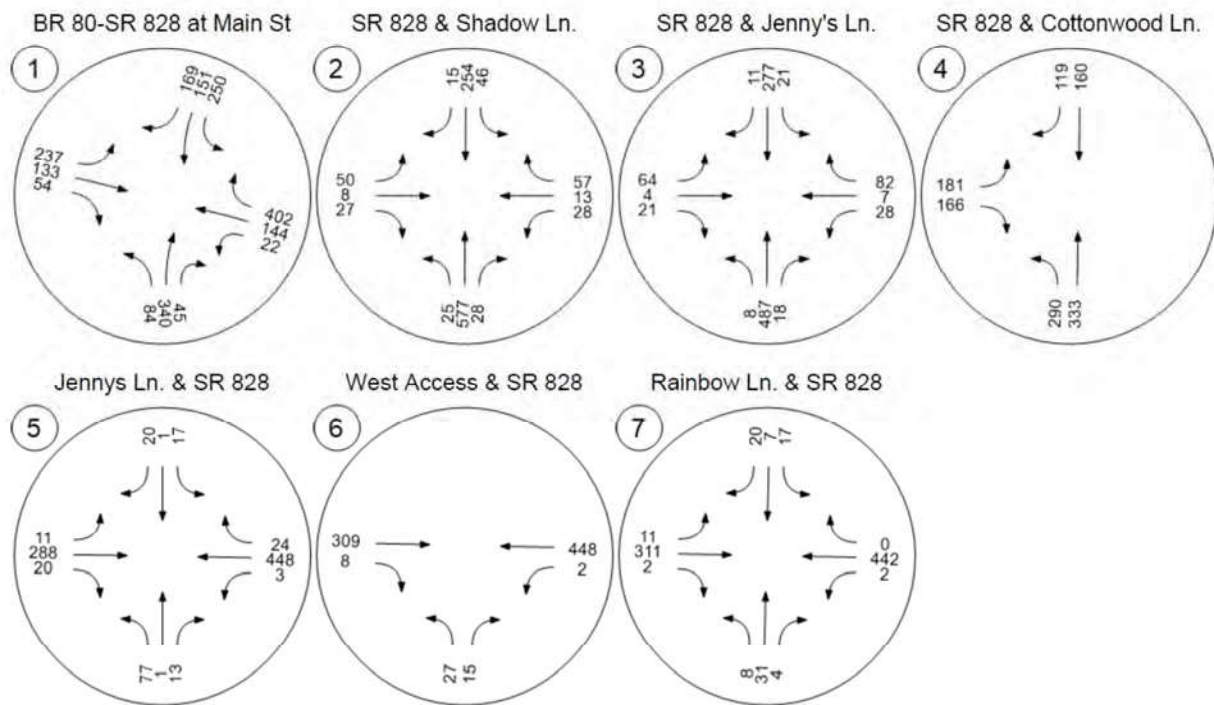


Figure 10a: AM Peak Hour Long-Term (2046) Plus Project Traffic Volumes

Generated with **PTV VISTRO**

Version 2024 (SP 0-1)

Traffic Volume - Future Total Volume

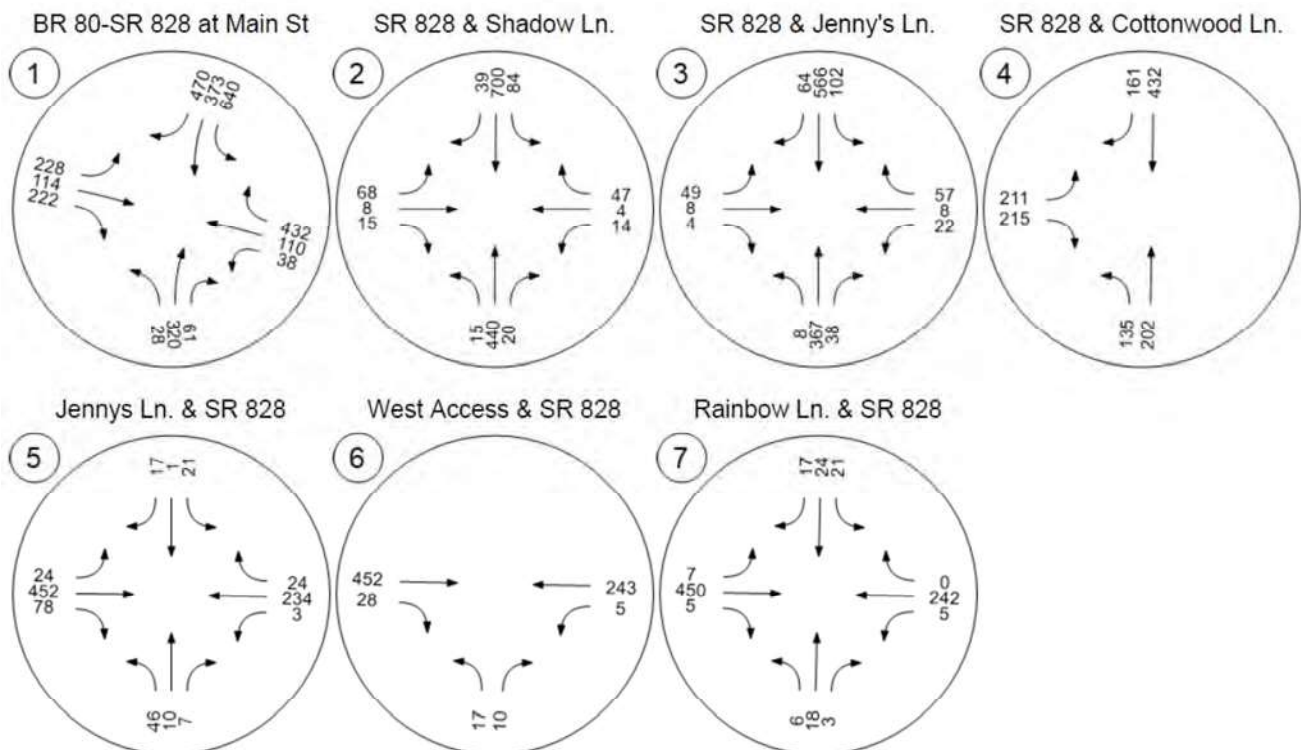


Figure 10b: PM Peak Hour Long-Term (2046) Plus Project Traffic Volumes

5.1 Impacts on Future Intersection Operations

Appendix B contains the calculation reports for long-term intersection operations without the project and contains the calculation reports for long-term intersection operations with the project. These calculations are based on the Highway Capacity Manual methodology described in Section 2 just like in the existing impact analysis, except that the Peak Hour Factor is the default value of 0.92. **Table 9** shows the long-term impact of the project on the study intersections.

Table 9: Long-Term Project Impact on Intersection Operations

	Without Project		With Project	
	AM	PM	AM	PM
1: BR 80-SR 828 at Main St – US-50A	A 8.47 (EB) A 9.53 (WB) B 13.40 (NB) A 6.54 (SB)	C 20.75 (EB) A 9.61 (WB) C 22.65 (NB) C 19.02 (SB)	A 8.55 (EB) A 9.80 (WB) B 14.21 (NB) A 6.60 (SB)	C 22.22 (EB) A 9.78 (WB) C 24.16 (NB) C 20.89 (SB)
2: SR 828 at Shadow Lane	D 28.23 (EB) C 21.17 (WB)	F 94.20 (EB) C 22.10 (WB)	D 29.71 (EB) C 21.99 (WB)	F 106.59 (EB) C 23.10 (WB)
3: SR 828 at East Jenny's Lane	C 24.08 (EB) C 16.07 (WB)	E 49.67 (EB) C 21.43 (WB)	D 25.24 (EB) C 16.55 (WB)	F 54.13 (EB) C 22.44 (WB)
4: SR 828 at Cottonwood Lane	E 47.34 (EB)	D 28.76 (EB)	F 60.14 (EB)	D 34.76 (EB)
5: North Jenny's Lane at SR 828	C 19.41 (NB) B 13.77 (SB)	C 18.14 (NB) B 13.95 (SB)	C 20.82 (NB) B 14.35 (SB)	C 19.57 (NB) B 14.72 (SB)
6: Site Access at SR 828	--	--	B 13.49 (NB)	B 13.14 (NB)
7: Rainbow Ln. at SR 828	B 13.63 (SB)	B 12.93 (SB)	C 16.86 (NB) C 15.17 (SB)	C 15.65 (NB) B 14.86 (SB)

According to Table 9, all intersections would continue to operate acceptably under without and with project conditions except for the eastbound approach to Intersection No. 2 and 3 during the PM peak hour and the eastbound approach to Intersection No. 4 during the AM peak hour. A dedicated eastbound right-turn lane at Intersection No. 2 and 3, and improvements to Cottonwood Lane as called for in the City of Fernley Transportation Master Plan, would elevate operations to acceptable levels.

6.0 Findings and Recommendations

6.1 Findings

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

1. All approaches to the study intersections would not operate at an acceptable level of service during the AM and PM peak hours in the near-term because of the additional traffic volumes generated by the Creekwood Commons residential development. However, anticipated

traffic volume reductions at SR 828/BR 80 at East Main St/US-50A associated with the construction of the southward extension of Nevada Pacific Parkway to US-50A would elevate intersection operations to acceptable levels. This important highway network connection is planned to be constructed in the near-term through a public-private partnership between the City of Fernley and Mark IV.

2. The addition of an eastbound dedicated right-turn lane at SR 828 and Shadow Lane and the implementation of improvements along Cottonwood Lane associated with the implementation of the City of Fernley Master Plan would elevate operations to acceptable levels.
3. Streetscape improvements on SR 828 along the frontage of Creekwood Commons and an open space buffer around the perimeter of the development will help fully integrate this higher-density neighborhood with its surroundings.
4. The project would not have a significant adverse impact on the surrounding transportation network in the short-term opening day 2026.

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

1. All approaches to the study intersections would continue to operate acceptably except the eastbound approach to SR 828 at Shadow Lane during the PM peak hour and the eastbound approach to SR 828 at Cottonwood Lane during the AM peak hour.
2. The addition of an eastbound dedicated right-turn lane at SR 828 and Cottonwood Lane and the implementation of improvements along Cottonwood Lane associated with the implementation of the City of Fernley Master Plan would elevate operations to acceptable levels.
3. The project would not have a significant adverse impact on the surrounding transportation network in the long-term design year 2046.

6.2 Recommendations

Recommendations are as follows:

1. Construct Site Frontage Improvements to NDOT Standards to accommodate the master planned improvements for SR 828.
2. Construct trail connections from the site to a proposed trail along Farm District Road (SR 828) to the north and a proposed trail along the Truckee Carson Irrigation District (TCID) Canal to the south.

3. Construct dual site accesses at least 600 feet apart with dedicated left turn and right turn lanes to balance the need for meeting NDOT requirements while providing access redundancy to enhance on-site circulation while expediting emergency vehicle response.



CITY OF FERNLEY

City Council AGENDA REPORT

Meeting Date: February 5, 2025

REPORT TO: Mayor and City Council

REPORT FROM: Kim Swanson, City Clerk

FINANCIAL IMPACT:

Yes: No: X

CURRENTLY BUDGETED:

Yes: No: X

FUND/ACCOUNT:

N/A

ACTION REQUESTED: Resolution

AGENDA ITEM:

Discussion and Possible Action to Approve Resolution 25-003 updating the City of Fernley Internal Agenda Process.

AGENDA ITEM BRIEF:

Fernley Municipal Code Title One, Chapter 11 states that the City Council shall adopt the agenda process by resolution. NRS 241.020 governs and regulates how City Council conducts City business Open Meeting Law. The purpose of the agenda process is to provide a framework and timeline for agenda reports to be submitted in accordance with FMC Title One, Chapter 11 and Nevada Open Meeting Law requirements.

RECOMMENDED MOTION:

"I move to approve Resolution 25-003 updating the City of Fernley Internal Agenda Process".

BUSINESS IMPACT (per NRS Chapter 237):

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

See attached report for background, analysis, alternatives.

ALTERNATIVES:

The City Council could choose not to adopt this updated Resolution.

BACKGROUND:

The current Internal Agenda Process, Resolution 20-004, was adopted in 2020. The update to this resolution is needed to comply with current procedures. .

RELEVANT LAWS, STATUTES, AND REGULATIONS:

NRS Chapter 266
FMC Title One, Chapter 11

FINANCIAL IMPLICATIONS:

N/A

ATTACHMENTS:

1. Agenda Process Resolution 25-003

CITY OF FERNLEY
RESOLUTION #25-003

A RESOLUTION ADOPTING THE INTERNAL CITY OF FERNLEY AGENDA
PROCESS.

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

WHEREAS, the Fernley City Council desires a Policy and Procedure for Agenda Item Requests; and

WHEREAS, the City of Fernley has determined that the following procedures should guide the City of Fernley in processing agenda items in a timely and efficient manner; and

WHEREAS, the following process and timelines for the agenda process shall be utilized by all City of Fernley departments, programs, and staff members.

- 1) All agenda items must be added to the agenda 12 working days prior to the scheduled meeting. This will allow sufficient time for the approval process. The City Manager must approve any exceptions.
- 2) Pursuant to NRS 241.020 all action items must begin with "For Possible Action."
- 3) The City Clerk is the facilitator of the agenda process and responsible for publishing the agenda. The Department initiating the item is responsible for making sure the item reaches full approval before the agenda is scheduled to be published.
- 4) Legal Review: All projects, reports and actions that ultimately are to be decided upon by the City Council shall be analyzed, reviewed and signed off by the City Attorney for compliance with laws and regulations and to avoid any potential negative legal impacts on the City Council. Legal review of staff reports also provides staff with an opportunity to take steps to mitigate any legal impacts.
 - a. Legal Review Timelines:
 - i. Staff reports with a proposed agenda date must be submitted for legal review three Mondays prior to the scheduled meeting by 1:00pm. Any staff reports submitted after the date will be pulled from the agenda and re-agendized for the next meeting.
 - ii. Items requiring lengthy legal review will not be agendized on a specific date until approved by the City Attorney's Office.
 1. The City Attorney has the authority to request additional information, to recommend staff reports including steps to mitigate potential impacts, and to recommend to the City Manager and City Council that the report or contract is not in the best interest of the City.
 2. Once the City Attorney has reviewed for legal conformance, the staff report will be submitted to the City Treasurer for financial review.
- 5) Fiscal Impact Review: Staff will provide information in the staff report about the impact to the budget regarding the agenda item. Agenda items with fiscal impact and/or fiscal conformance must be reviewed by the City Treasurer.
 - a. The fiscal impact portion of the report shall include the following:

- i. If funds are currently budgeted
 - ii. The exact account numbers to be charged (and project number if applicable)
 - iii. The available appropriation
 - iv. If not budgeted, the source of funds and subject to future budget augmentation.
 - b. The City Treasurer has the authority to request additional information/financial justification and/or to recommend against the expenditure/appropriation.
 - c. Once the City Treasurer has reviewed for fiscal conformance and the staff report meets the above criteria, the staff report is submitted to the City Manager for review.
- 6) City Manager Review: Staff reports and/or legal documents approved by both the City Attorney and the City Treasurer are submitted to the City Manager for final approval. The City Manager will review for compliance with established plans, policies and procedures.
- 7) City Clerk: It is the responsibility of the City Clerk to oversee, monitor and coordinate the preparation for the publishing of the agenda. To abide by the Open Meeting Law, all agenda reports must be finalized and ready for publication no later than 1:00pm the Wednesday prior to the scheduled meeting.
- 8) Monitoring Procedures: It is the responsibility of the Department Head to ensure the above procedures are followed, and the agenda items reach final approval. If an item does not reach final approval the Wednesday prior to the meeting, the item will automatically be moved to the next regular meeting.
- 9) Presentations: Non-Staff presentations at City Council are to be limited to 10 minutes unless longer time is approved by the City Manager. The staff member scheduling the presenter must advise the presenter of time limits.
- 10) City Council Agenda Item Comments/Questions: Should City Council have any clerical, grammatical errors, or general language changes that are not focused on the overall philosophical policy issue, said Councilmember shall make reasonable efforts to meet with or contact staff prior to the Council meeting to address said recommended changes. Staff is not required to make changes but may consider the changes suggested.
- 11) Requests For Agenda Items: The following process outlines how items are placed on the City Council Agenda:
- a. Public:
 - i. A member of the public does not have the authority to place an item on the agenda. A Citizen may fill out an Agenda Item Request Form and submit it to the City Manager for appropriate consideration and referral. If the City Manager determines that the Agenda Request Form has merit, it will be referred to the appropriate staff. If the City Manager determines that the item should not be referred to a future agenda, the City Manager's office will inform the citizen in writing or by phone.
 - ii. A citizen may request a Council Member or the Mayor to sponsor his/her item at a future Council meeting. In such cases, the sponsoring Council Member shall follow the procedures for "Council Member request for future agenda items." The Mayor can add items to the agenda without prior approval.
 - iii. The public does not have the authority to pull an item from the agenda. However,

the public may request an item be pulled from the consent agenda (prior to the meeting or during public input). It is within the discretion of the consent approval Motion Maker whether to accept the request and make it part of the motion.

b. City Council Members:

- i. The intent of these guidelines is to provide an orderly means through which an individual Council Member can raise an issue for discussion and possible direction by the City Council.
 1. This enables Council Members to place a matter in front of the Council.
 2. This enables the Council to determine whether staff time should be spent on an issue.
 - ii. Council Members wishing to have a matter discussed by the Council may during a Council meeting, under "Address Requests for Future Agenda Items," request that a matter be added to a future agenda for discussion. That item will be placed on the next regular scheduled meeting.
 1. Once a future agenda item is approved by majority vote at the next meeting, the item will be agendaized for discussion at a future Council Meeting.
 - iii. Council Members wishing to have a matter discussed by the Council may in advance of a Council meeting contact the City Manager and convey the desired title of the agenda item and desired meeting date.
 1. The desired item must be conveyed at least ten (10) working days prior to the meeting. This will give the City Clerk's Office time to finalize the agenda and post it within the required timeframe in accordance with the Open Meeting Law. Requests received after the deadline shall be placed on the agenda for the next regularly scheduled meeting.
 - iv. When the item is called at the Council meeting, the Council Member who made the request will describe the item. The Council discussion will include the basis for the request and a determination as to whether staff time and City resources should be spent researching the agenda item and whether to direct staff to conduct further analysis on the item. The council will not take action other than to bring the item back with a staff report.
 - v. Consent that staff time and City resources will be devoted to the items does not signify approval of the item. It only indicates that the Council wishes to have it studied further. Additionally, the Council may, at any time, decide to drop the matter, even after the matter has been analyzed by staff.
- a. Mayor: The Mayor can add items to the agenda without prior approval.
 - b. City Manager: The City Manager has the authority to place an item on the agenda. The item will follow the agenda process above.
 - c. Department Heads and Appointed Officials: All agenda items will follow the agenda process above, which includes the final review and approval of the City Manager for placement on the City Council agenda.

12) Emergency Items: Should an emergency exist, the above policy does not apply.
An emergency shall be determined by the Mayor and/or the City Manager.

13) Public Input:

- a. Public input shall be held at the beginning (prior to any action), and the end of the meeting (prior to adjournment), pursuant to Open Meeting Law.
- b. Any Council Member may request the Mayor to open an item for public input. The Mayor shall open the item for public input.
- c. The public may request a Council Member to open a matter for public input. The Council member may in turn (but is not required to) ask the Mayor to open an item for public input on any item. The Mayor shall open the item for public input.
- d. Public Input shall be limited to 3 minutes.

14) Time Certain: A matter may be made time certain with the approval of the Mayor.

NOW, THEREFORE, BE IT RESOLVED that the City of Fernley Internal Agenda Process is hereby approved and adopted on this date and shall enter into effect immediately.

PASSED, APPROVED, AND ADOPTED this 5th day of February 2025, by the following vote of the Council.

AYES: _____ NAYS: _____ ABSTENTIONS: _____ ABSENT: _____

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

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

